

PEASE DEVELOPMENT AUTHORITY
Thursday, May 17, 2018

PUBLIC AGENDA

Time: 8:30 a.m.

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

AGENDA

- I. Call to Order
 - A. Board Member Acknowledgements
 - 1. Robert Preston
 - 2. Neil Levesque

- II. Acceptance of Meeting Minutes: April 20, 2018*

- III. Public Comment

- IV. Old Business
 - A. Approvals
 - 1. NHDOT – Release of Park and Ride* (Bohenko)

- V. Finance
 - A. Reports
 - 1. Operating Result for Nine Month Period Ending March 31, 2018*
 - 2. Nine Month Cash Flow Projections to January 31, 2019*
 - 3. Revolving Loan Fund Semi Annual Report Ending March 31, 2018*

- VI. Licenses/ROE/Easements/Rights of Way/Options
 - A. Reports
 - 1. Long Term Care Partners – ROE*
 - 2. Two International Group, LLC – ROE*

 - B. Approvals
 - 1. EAA Chapter 225 – ROE* (Torr)
 - 2. New England Aerobatic Club – ROE* (Lamson)
 - 3. AMEC Foster Wheeler Environment & Infrastructure, Inc. – ROE Extension* (Bohenko)
 - 4. Jalbert Leasing, Inc. dba C&J Bus Lines – ROE* (Loughlin)
 - 5. FAA – Memorandum of Agreement for Navigation Equipment* (Levesque)

- VII. Leases
 - A. Reports
 - 1. 222 International, LP – Currency Capital, LLC*

- B. Approvals
 - 1. Farley White Pease, LLC – 90 Arboretum Drive – Concept Plan* (Lamson)

- VIII. Signs
 - A. Approvals
 - 1. Wentworth-Douglass Hospital – 73 Corporate Drive* (Torr)

- IX. Contracts/Agreements
 - A. Approvals
 - 1. Terminal Expansion Project – AIP Grant Acceptance* (Allard)

- X. Executive Director’s Reports/Approvals
 - A. Reports
 - 1. Golf Course Operations
 - 2. Airport Operations
 - a) PSM
 - b) Skyhaven Airport
 - c) Noise Line Report*

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

- XI. Division of Ports and Harbors
 - A. Reports
 - 1. Port Advisory Council*
 - 2. Commercial Use Mooring Transfers*
 - 3. USS Manchester Commissioning ROEs
 - a) Navy League
 - b) McKean Defense
 - c) Husbanding Agent

 - B. Approvals
 - 1. Textiles Coated International – FTZ Agreement* (Allard)
 - 2. Black Dog Charters, LLC – ROE* (Levesque)
 - 3. Bait Cooler – ROE* (Bohenko)

- II. New Business

- III. Upcoming Meetings


Golf Committee	June 18, 2018
Finance Committee	June 18, 2018 @ 8:30 a.m.
Board of Directors	June 21, 2018

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

- IV. Directors' Comments
- V. Non-Public Session* (Allard)

1. Leasing

- VI. Vote of Confidentiality* (Loughlin)
- VII. Adjournment
- VIII. 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

Consultation with Counsel in Executive Director's Office***

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

Friday, April 20, 2018

Presiding: Kevin H. Smith, Chairman
Present: Peter J. Loughlin, Vice Chairman; Margaret F. Lamson and Franklin G. Torr
By Telephone: Robert A. Allard, Treasurer and Robert Preston
Absent: John P. Bohenko
Attending: David R. Mullen, Pease Development Authority (“PDA”) Executive Director; Lynn M. Hinchee, PDA 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: March 15, 2018

Director Loughlin moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the March 15, 2018 Board meeting.** Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

III. Public Comments

Rick Becksted, City of Portsmouth City Council member and PDA liaison, stated that he has been contacted by a couple of residents who looking for more information, particularly on the web site and the schedules of the meetings. Mr. Becksted further stated that he has looked at prior agreements regarding the Tradeport and hopes that the PDA will hold Lonza to the highest standard during the expansion projects. Even though there are huge benefits to expanding and providing jobs, Mr. Becksted explained the costs associated with expansion, including housing and traffic, and requests that PDA take these issues into account.

IV. Old Business

A. Reports

1. Air Force Airfield Interim Mitigation System

Maria J. Stowell, Engineering Manager, reported that the Air Force is working on three main projects pertaining to the PFAS problems as a result of Air Force (“AF”) activities. The AF is working with the City of Portsmouth (“COP”) at the Grafton Road water treatment plant to put a system in there so all the drinking water is treated. The AF is also putting in two groundwater systems, one is almost in operation and will head off groundwater heading north into Newington. This report is about the other ground water treatment system that will take water from the airfield. The AF will be building a new building across from the air traffic control tower on Airline Avenue to filter the groundwater. *Note: Director Torr left the room at 8:10 a.m. and returned at 8:12 a.m. and left at 8:13 a.m. and returned at 8:15 a.m.* They will be putting extraction wells, mostly on the airfield, to pull the water out, and the water will go to the treatment plant and run back to the injection wells. In response to Director Lamson’s comment that this is similar to the McIntyre Road structure, Ms. Stowell stated that the pipes were above ground for that system but this system will have the pipes running below ground. Ms. Stowell further stated that, because this is an Air Force project, the Board will not see anything coming for approvals. The project is scheduled for tree cutting next month and construction will be done this summer with the intention of it being online in

January 2019 and will run indefinitely. Ms. Hinchee explained that this project is in parallel to the Haven Well project and will treat the aquifer only. Ms. Stowell explained that the EPA ordered the AF to treat the Haven Well and clean the aquifer and this project is one of the three things the AF is doing. In response to Director Lamson's questions regarding the tree cutting, Ms. Stowell stated that the AF is cutting trees to build the building on Airline Avenue which is across the street from the air traffic control tower.

2. Spyglass – Lease Amendment No. 6

Chairman Smith reported that the lease for Spyglass expired on July 31, 2017. Michael Kane called him regarding a change to Amendment No. 6 for the 30 New Hampshire Avenue property, asking for a minor change to the Amendment. Ms. Hinchee explained that the business terms that the Board has approved will remain the same. There was some concern that, in the remote event that PDA does not pursue utilizing that building for aeronautical use and its own use, that Spyglass wanted a provision that, before it went out to a third party in the market, that PDA will meet and negotiate with them for use of the building since they had the initial investment of the construction of the 16,500 square feet of the facility and they would be interested in continuing their use of the building.

3. Wentworth-Douglass Hospital – Option Exercise Effective May 1

Mr. Mullen reported that he was officially notified that Wentworth-Douglass Hospital ("WDH") wishes to exercise the option to add 67 Corporate Drive and 121 Corporate Drive properties to the Leased Premises. PDA will bring this to the Board of Directors at either its May or June meeting with a signed package for approval. Director Lamson stated that WDH has a wonderful reputation, especially with their walk-in service.

B. Approvals

1. 70/80 Corporate Drive – Letter of Intent and Concept Plan

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorized 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. Discussion: Pat Crimmins from Tighe & Bond ("T&B") reported on the details of the project. Mr. Crimmins explained that this project will consolidate 70/80 Corporate Drive with Lonza's existing premises at 101 International Drive. Part of Goose Bay Drive will be closed off to the public and used as the main employee entrance. The total finished premises will be a 40+ acre parcel and will total approximately 1 million square feet which will include two parking garages. The building will be done in phases with Phase I containing Building 1 and Garage 1 as shown on Lonza's Overall Site Master Plan ("Lonza's Master Plan"). The wetlands impact will total approximately 55,000 square feet. Rain gardens will be installed and T&B will work with the NH Department of Environmental Services regarding stormwater management. Mr. Crimmins also explained the changes to the Hodgson Brook. In response to Director Lamson's remark that stormwater runoff is crucial, Mr. Crimmins explained the proposed gravel areas shown on the Lonza Master Plan. In response to Vice-Chairman Loughlin and Director Lamson questions regarding "daylighting" Hodgson Brook, Mr. Crimmins stated that there is currently a culvert that crosses Goose Bay Drive and the plan is to create an open channel stream to bring the water above the surface. Vice-Chairman Loughlin reported that less than

one acre of wetlands have been impacted to date during the redevelopment of Pease and that he would consider this a “low quality wetland.” In response to Director Preston’s question regarding the liability of PDA in connection with the Lonza expansion project, Mr. Mullen indicated that the interest rate has not yet been determined. Ms. Hinchee added that this would be non-recourse debt to PDA, it would all be on Lonza. In response to Chairman Smith’s question about traffic mitigation, Mr. Crimmins reported that T&B studied the impacts of traffic and that there would be no level of service impacts. Mr. Mullen stated that the balance of the expansion could take up to 10 years to complete. Chairman Smith asked George Combes, Engineer for Lonza, to send along to his colleagues that PDA is very excited to have Lonza choose to expand here in Portsmouth in lieu of the strong competition for building locations throughout the country. Mr. Combes indicated Lonza was equally excited. Disposition: Resolved by unanimous roll call vote for; motion carried.

V. Audit Committee Report

Vice-Chairman Loughlin reported that, due to a lack of quorum, the Audit Committee did not meet on April 16, 2018.

VI. Finance Committee Report

Irv Canner, PDA Finance Director, reported that the Finance Committee met on April 16, 2018 to review the status of PDA finances.

A. Financial Reports

1. Operating Results for Eight Month Period Ending February 28, 2018

Mr. Canner reported that the operating revenues were higher by \$336,000 or 3.5% and the operating costs were lower by \$62,000 or 0.8%. The fee revenues are \$185,000 above budget which is 55% of the overall budget variance for PDA. The operating income for the year is \$2.1 million is slightly ahead of the \$1.75 million budget amount. The \$398,000 helps to reduce the operating deficit PDA had at the start of the FY18 in terms of the net position on the operating income variance balance sheet.

Mr. Canner discussed the operating expenses and the trends. The operating expenses are under budget by just under 1%. Mr. Canner reported that there are no open positions regarding staffing. The current number of employees is 105 as of the end of February. In response to Director Lamson’s question about the number of employees being 105 on staff, Mr. Canner explained that there are 112 employees for which they are cutting checks next week which is due to the startup of the Golf Course and the beginning of recruitment for the Division of Ports and Harbors (“DPH”). Of that number, 60 are permanent benefitted and the remainder are non-benefitted seasonal positions. Current staffing is complete, there are no open positions at this time.

Mr. Canner reviewed the Balance Sheet. The cash balance increased from the end of June and is \$4.8 million. That represents the operating income shown on the income statement. PDA had construction expenditures of \$4.6 million to date, primarily related to the Air National Guard project, the obstruction removal, finishing of the Skyhaven Airport (“DAW”) taxi lane project and the Golf Course bridge project. Overall, the cash balance has increased by \$800,000. The pension numbers received for the year ending June 2017 and will be incorporated into the balance sheet over the next two months. The pension liability number hasn’t changed yet but overall our pension expense will be reduced because the good performance the pension fund had at the end of FY17.

Mr. Canner discussed the finances for the business units. The Portsmouth International Airport at Pease (“PSM”) had close to 26,000 enplanements through the end of March. The positive impact of those

enplanements is shown under concession revenues. The primary driver associated with the \$46,000 positive variance is car rental business. Car rentals have gone well beyond budget.

DAW fuel sales are below budget. The credit balance is due to credit given to tenants during the construction project last fiscal year. Net cash flow for the fiscal year is positive \$610,000, mostly associated with the timing of grant funds. Overall, the cumulative deficit net cash flow of DAW is \$1.6 million.

The net operating revenues for the Golf Course at the end of February is ahead of budget by 9%, while operating expenses, primarily driven by labor, was over budget by 3%. The net operating income amount is \$319,000 is 43% above budget, or by \$97,000. The business unit analysis of the \$319,000 comes from the pro shop contributes \$15,000, food and beverage contributes \$145,000 which is 45% of the operating income. The fee revenues and membership fees are over budget. Grill 28 sales through the end of March is \$1.2 million which is 6% ahead of last year at this time.

The operating income for the DPH is \$118,000. The wharfage and dockage fees are the driver for revenues for DPH at \$159,000 which is \$77,000 ahead of budget. The labor costs are \$24,000 over budget.

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

Mr. Canner reviewed PDA cash flow projections (excluding DPH) for the nine month period ending December 31, 2018 including sources of funds for grant funded and non-grant funded projects. Unrestricted cash balances are projected to be \$3.4 million. Key activities during the period is the introduction of fuel flowage fees and pay for parking. The capital expenditures use of funds of \$4.1 million for grant related activities primarily associated with the completion of the Air National Guard taxiway, start of the runway design and the design of the expansion of the terminal. The non-grant related capital expenditures of \$2.8 million include the terminal expansion planning, terminal roof replacement and the costs associated with pay for parking. Over the next nine months the average cash flow balance will be \$3.4 million. The decrease in June represents the payment of the City of Portsmouth municipal services fee. After the January payment, there will be one payment of \$116,000 remaining. The fuel flowage fees will start in July and the pay for parking will start in October. These will bring revenues of \$310,000. In response to Director Lamson's question about whether the fuel flowage fee mentioned in the operating result report is incorporated in these figures, Mr. Mullen reported it was.

The \$5 million revolving line of credit will expire at the end of December. The current interest rate is 4.5%. Last year at the end of December the interest rate was 4.01%.

3. Capital Improvement Plan – FY 2018-FY 2025

Mr. Canner presented a brief overview of capital improvement projects that may be proposed through FY 2025 including grant funded and non-grant funded projects. There are currently approximately 75 projects listed in this report, the majority of which are not yet approved by the Board. The potential spending is close to \$87,000,000 for this time period of which \$61,000,000 is grant related. Of the grant related funds, a reimbursement of 95% is usually received. The net amount for internally funded projects is \$26,000,000. The key sensitivities include: implementation of the pay for parking and fuel flowage fees which will contribute close to \$7 million over this time period; Tradeport traffic flow, Allegiant Airlines and any other airlines that may come to PSM; interest rate environment; and borrowing capacity. It is expected that the Revolving Line of Credit will be used and will be used. Other funding sources will be explored.

The major grant funded projects include: runway reconstruction and reconstruction of the taxiways at PSM representing \$36 million, terminal expansion at PSM will be funded both by grant (\$12 million)

and internally (\$13 million). The internally funded projects include: the intersection improvements, terminal expansion, parking lot renovations, and golf course enhancements; totaling \$26 million. In response to Director Lamson's comments about the importance of the intersection improvements, Ms. Stowell responded there is money included in this plan to monitor all intersections and it includes New Hampshire Avenue and Manchester Square. Mr. Canner reported that the money for the intersection improvements is \$3.68 million and there is money set aside for updates of studies. Mr. Canner reported on the financing the 75 projects and impact on the debt capacity as well as the overall cash balances. . Mr. Canner discussed the cash balances and the net cash flow during this timeframe and how the RLC will be affected.

VII. Leases

A. Reports

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

1. Shaines & McEachern Company Portsmouth, LLC – SDE, Inc. dba Staff Development for Educators and Stenhouse Publishers

Mr. Mullen reported that Shaines & McEachern Company Portsmouth, LLC entered into a sublease with SDE, Inc. dba Staff Development for Educators and Shenhouse Publishers ("SDE") for 11,332 square feet within the leased premises at 282 Corporate Drive, Units A and C for a period of five years effective May 1, 2018, with one (1) three to five year option to extend. SDE will use the premises for office and related uses. Director Lamson approved the sublease.

VIII. Signs

A. Approvals

1. ADB Safegate –Replacement of Airfield Signs

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

IX. Executive Director's Reports/Approvals

A. Reports

1. State Transparency Quarterly Status Reports

Mr. Mullen reported that Governor Sununu is requesting certain State agencies provide a quarterly report to the General Court and Governor and Council as part of their transparency initiative in providing information to the general public. PDA is in the process of preparing the first report.

2. Golf Course Operations

Tim Reise, PGA Professional, reported on the activities at the Golf Course. The Golf Course opened nine holes and the driving range on Friday, April 6 and another nine holes on April 12. It is anticipated that all 27 holes will be open by April 27. The bridge work is complete on the Blue Nine. The Golf Course will again offer the discount on Tuesdays for Tradeport employees. There currently are 4300 pre-booked tournaments rounds for the season which is an increase from last year's figure of 4100. Season passes are down slightly with 215 so far this year compared to 224 last year.

3. Airport Operations

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

a. PSM

The number of enplanements so far this year is 11,391 which is a decrease from last year at this time due to not having the Tampa Bay and Ft. Lauderdale flights. Terminal activity is still strong. PCA has aggressively been going after troop flights so there has been a steady stream of flights.

Mr. Brean read a prepared statement regarding the story Allegiant Airlines ("Allegiant") which aired on the "60 Minutes" show recently. The FAA exercises rigorous oversight of Allegiant and all airlines operating in the US and Allegiant is fully compliant. FAA has not found a systemic issues with Allegiant. Allegiant self-reported 100 serious mechanical problems which mostly stemmed from the McDonnell Douglas MD-80 aircraft. In 2015, Allegiant started phasing out the MD-80s and by year end will replace them with Airbus A320. It was determined that the news piece was derived from a former employee suing Allegiant for wrongful termination. Feedback from local passengers is positive; they are at ease with the Airbus but not the MD-80. Only limited passengers at PSM requested to cancel their reservation. Mr. Brean further states that, since 2015, Allegiant has seen a downward trend in mechanical issues from 0.003225 events per 1000 departures to 0.0015 events per 1000 departure in 2018. Director Preston commended Mr. Brean for the report. Vice-Chairman Loughlin indicated he flew back from Florida on an Airbus and it was a good flight. Vice-Chairman Loughlin reported that the staff at PSM provided outstanding service. Directors Lamson and Preston concurred with the sentiment about PSM staff.

b. Skyhaven Airport

Mr. Brean reported that there have been a series of avionic thefts in the T-hangars isolated to one area. Security infrastructure improvements are being identified.

c. Noise Line Report

There were a total of nine noise inquiries at PSM during the month of March. There were four inquiries regarding rotor activities originating from two residences in Portsmouth and Eliot, Maine. There were five inquiries regarding fixed wing activities from residences in Durham, Hampton, Newington, New Hampshire and Eliot, Maine, which were all heavy aircraft.

B. Approvals

1. Bills for Legal Services

Director Allard moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to expend funds up to \$50,910.68 for the following legal services rendered for 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 General/Through February 28, 2018	\$492.00 <u>\$246.00*</u>	\$738.00
3.	Sheehan Phinney Bass + Green CLF/Through February 28, 2018 Tradeport-General Representation Through February 28, 2018	\$48,341.84 <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. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Amendment to Delegation of Authority to Executive Director – License Agreements to include Rights of Entry

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

3. Defense Fuel Supply Point Pipeline

Director Preston moved and Director Torr seconded that **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.** Discussion: In response to Director Lamson's question about the location of the pipe removal and the wetland impact, Ms. Stowell explained that there is only 2500 feet of pipe on Pease that will be removed. The Air Force had an easement to construct and maintain the fuel pipe. It is unclear whether the AF has a right to remove it and this approval will give the AF to come onto the property to remove the pipe. The residential property owners have been notified by the AF. Disposition: Resolved by unanimous roll call vote for; motion carried.

4. Fuel Flowage Fee

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

5. Paid Parking Concept

Director Loughlin moved and Director Lamson seconded that **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.** Discussion: In response to Director Preston's question about the revenue pay for parking will bring in, Mr. Mullen stated that it would be in approximately \$613,000 based on 25% of the 961 spaces of lot coverage, or 240 cars, 365 days a year. Mr. Brean stated that he has received feedback from the local community and a system will be put into place for short term parking (such as the greeters). Vice-Chairman Loughlin stated that pay for parking is a wise business decision and that it has been discussed for a long time. Vice-Chairman Loughlin further stated that there is a need to implement it due to the increase in traffic which can impose more of a strain on the staff and resources. Director Lamson concurred. Disposition: Resolved by unanimous roll call vote for; motion carried.

NOTE: The Board of Directors suspended the rules of procedure pertaining to public comment to allow Ryan Fitzsimmons from Galileo RMF, LLC, a PDA tenant, to offer his comments about Allegiant. Mr. Fitzsimmons stated that the statement read by Mr. Brean regarding Allegiant Air was great. Ms. Fitzsimmons feels that the 26 minutes of media time that Allegiant got was probably the best thing for them. Allegiant is bringing forth an issue and challenge that is already being rectified and people are seeing through this. Mr. Fitzsimmons stated he could see the number of enplanements actually increasing because Allegiant is in the people's mind.

X. Division of Ports and Harbors

Tracy Shattuck, Chief Harbormaster, reported on Division activities, and the approvals sought before the Board represent the current business at the Division of Ports and Harbors (“DPH”). Mr. Shattuck stated that a ship has come in with 40,000 metric tons of road salt.

A. Reports

1. Port Advisory Council

Mr. Shattuck reported that the Port Advisory Council (“PAC”) met on February 14, 2018 and March 14, 2018. The approved minutes of the meetings for February 14 and March 14 are included for the Board’s information.

2. Piscataqua Maritime Commission – ROE

Mr. Shattuck reported that the Piscataqua Maritime Commission executed a ROE for the visit by the SSV Oliver Hazard Perry beginning July 25, 2018 through July 31, 2018.

3. Piscataqua Maritime Commission – Waiver of Fees

Mr. Shattuck reported that 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,” the Executive Director waived the wharfage and dockage fees for the visit by the SSV Oliver Hazard Perry.

4. Mooring Permit Application Analysis

Mr. Shattuck reported on the mooring permit applications analysis chart which reflects applications from 2008 through 2018. It was a good season.

5. Commercial Use Mooring Transfers

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

	<u>Permit</u>	<u>Business</u>	<u>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

6. Commercial Mooring For Hire Permits

Mr. Shattuck reported that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Commercial Mooring for Hire Permits,” PDA approved of the following Commercial Moorings for Hire permits:

<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

7. Expenditures

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

a) BRP US, Inc. – Purchase of Workskiff Motor

PDA contracted with BRP US, Inc. for the purchase of a 115 hp Evinrude motor for the workskiff. The expenditure of \$7,892.61 was approved by Vice-Chairman Loughlin.

b) Dover Marine – Installation of Workskiff Motor

PDA contracted with Dover Marine for the installation of a 115 hp Evinrude motor for the workskiff. The expenditure of \$700.00 was approved by Vice-Chairman Loughlin.

c) Lakes Region Environmental – Plans for Storm Damage Repair

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs,” PDA contracted with Lakes Region Environmental for engineering services required for the emergency repair due to storm damage. The expenditure of \$3,500.00 was approved by Vice-Chairman Loughlin.

B. Approvals

1. Appledore Marine Engineering, LLC – Functional Replacement – Barge Dock

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

2. Accounts Receivable Write-Off

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

3. Pda 400 Rules – Re-adoption

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

4. Albany Safran Composites, LLC – FTZ Subzone Agreement

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

XI. Special Events

A. Reports

Liz LaCava, Executive Assistant, reported on the Special events coming up in the month of May at the Tradeport. Ms. LaCava reported that there were six events last year and there are currently five scheduled for this year. The May events include:

1. American Lung Association

On Sunday, May 6, 2018, the American Lung Association will host the “Cycle the Seacoast” bicycle tour. Funds raised will be used to support the American Lung Association’s programs.

2. Runner's Alley/Redhook Ale Brewery Memorial 5 K

On Sunday, May 27, 2018, Runner's Alley and Redhook Ale Brewery will host a 5k road race. Funds raised will be used to support programs at the Kremple Brain Injury Foundation.

XII. New Business

There was no new business.

XIII. Upcoming Meetings

Chairman Smith reported that the following meetings will be held:

Board of Directors May 17, 2018

All meetings begin at 8:00 a.m. unless otherwise posted.

XIV. Directors' Comments

Director Lamson expressed thanks to Ms. Stowell and Mr. Brean for their work. Director Torr gave recognition to PDA staff and Mr. Mullen in connection with the negotiations for the Lonza expansion. Chairman Smith concurred and commended Ms. Hinchee and Mr. Mullen for the Lonza expansion project.

XV. Non-Public Session

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors will enter non-public session pursuant to:**

1. **NHRSA 91-A:3, Paragraph II(d) for the purpose of discussion 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; and**

Note: Roll Call Vote Required. Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. The Board entered into non-public session at 9:38 a.m. The Board returned to public session at 10:24 a.m.

XVI. Vote of Confidentiality

Director Allard moved and Director Lamson seconded that **Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its 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 b) affect adversely the reputation of any person other than a member of the public body itself; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply. **Note: This motion requires 5 Affirmative Votes.**
Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried.

XVII. Adjournment

Director Lamson moved and Director Loughlin seconded to **adjourn the Board meeting.**
Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. Meeting adjourned at 10:25 a.m.

XVIII. Press Questions

Members of the press left the meeting at 8:38 a.m.

Respectfully submitted,



David R. Mullen
Executive Director

MOTION

Director Bohenko:

That the Pease Development Authority Executive Director be and hereby is authorized to complete negotiations with the New Hampshire Department of Transportation (“NHDOT”) and to seek a release from the Federal Aviation Administration (“FAA”) to convey fee title interest in up to 25 acres of land located at 185 Grafton Drive and known as the Pease Park and Ride to NHDOT in consideration of its construction of the Grafton Drive access to Pease International Tradeport, as set forth in the Memorandum of David R. Mullen dated May 11, 2018. The Executive Director is further authorized to execute and to deliver on behalf of PDA, such deeds, purchase and sale agreements, affidavits and other documents and do such other acts as he and General Counsel deem necessary or desirable to effectuate the forgoing resolution in the best interests of the PDA.

N:\RESOLVES\2018\Park and Ride Transfer.docx

MEMORANDUM

TO: PDA BOARD OF DIRECTORS
FROM: DAVID R. MULLEN, EXECUTIVE DIRECTOR
SUBJECT: REQUEST TO FAA FOR FEE RELEASE OF PEASE PARK AND RIDE
DATE: MAY 11, 2018
CC: LYNN MARIE HINCHEE

The State of New Hampshire acting by and through the Department of Transportation (“NHDOT”) is requesting that the Pease Development Authority (“PDA”) release to it the real property referred to generally as the Pease Park and Ride located at 185 Grafton Drive, Portsmouth, New Hampshire (the “Premises” or “Park and Ride”). The Premises are a portion of the Airport property transferred to the PDA by public benefit conveyance for airport purposes.

Beginning in 1996, NHDOT approached the PDA with a request to construct a Park and Ride and Bus Terminal at the Pease International Tradeport (“Pease” or “Airport”). In June 26, 1997 the PDA Board of Directors authorize its Executive Director to complete negotiations with NHDOT to facilitate the location and construction of the Park and Ride, on October 11, 2000 a subsequent approval of the Board of Directors authorized an expansion of the size of the Park and Ride contemplated in 1997. A further expansion was authorized in 2013. Minutes of relevant Board actions are attached for your reference. (See December 19, 1996; June 26, 1997; October 11, 2000; and September 19, 2013.)

NHDOT occupies approximately 25 acres at Pease pursuant to a Right of Entry dated September 3, 1998 (the “ROE”), as amended. Consideration for the ROE was the construction by NHDOT, at its sole cost an expense of a southern access into Pease at a cost of \$4,300,000. The Park and Ride is shown on the current Airport Layout Plan dated October 2010 and a portion of the Premises are within the Runway Protection Zone.

The Grafton Drive access is direct from Route 95 Northbound to Exit 3 to Route 33. When travelling 95 Southbound the access is direct via Exit 3A. At the time it was constructed the southern access was only the second public access to Pease and was anticipated to substantially relieve congestion at the Gosling Road/Pease Boulevard entrance. Preceding the Spaulding Turnpike interchange by more than a decade, this improvement was critical to development of Corporate Drive and uses such as Great Bay Community Technical College.

The Premises are located in the Pease Natural Resource Protection Zone and subject to land use regulation as established in the PDA Land Use Controls. The Natural Resource Protection Zone is intended primarily for uses relating to airport buffer and security purposes and for the protection of existing natural resources. It is intended to serve as a natural buffer between aviation-related and other uses occurring on property under the jurisdiction of the Pease Development Authority and surrounding properties

Permitted Uses within the Natural Resource Protection Zone, Section 303.06 are extremely limited, and are often unoccupied facilities or in support of other permitted activities. As such, the Natural Resource Protection Zone does not generate any direct revenue to the Airport, with the sole exception of the Pease Golf Course which is owned and operated by the Airport Sponsor.

With respect to the enforcement of the Land Use Controls, Section 315.01 General Provisions and Jurisdiction, Paragraph (g) provides:

Buildings, structures or land owned by or leased to the Pease Development Authority for its own use, any department or agency of the State of New Hampshire, or any department or agency of the federal government shall be exempt from the provisions of Chapter 300.

It is only as a result of its status as an agency of the State of New Hampshire that NHDOT was permitted to construct and operate the Park and Ride. Absent this public purpose, the Premises has no commercial value to the Airport.

This release request involves a change in the use of airport property to public use and is intended to release and remove the airport real property from airport dedicated use.

Notwithstanding the prior actions taken by the PDA Board, and given the extended time frame during which a fee transfer has been contemplated but not secured, the staff is requesting at the May 17, 2018 Board Meeting confirmation of the PDA Board's intention to pursue a release from FAA of the Park and Ride and a grant of new authority to take all action necessary and appropriate to implement the transfer contemplated.

P:/ExecutiveDirector/Memorandum to Board re Park and Ride Release

Chairman Bartlett indicated that the presentation previously scheduled to be made by City of Portsmouth relative to the Public Benefit Transfer has been dropped from the agenda due to new discussion issues which have come up between PDA liaison (Councilor Bowles and Councilor Gallo) and the PDA, which need resolution and both parties mutually agreed to drop item from agenda.

VI. Financial Report (December)

[No questions from the Board]

VII. New Business

Mr. Meyer indicated that the issue of a Park and Ride has been raised and PDA has looked at some of the numbers involved and the possible impact, don't want to exclude possibility at looking at alternatives, but there are compliance considerations regarding Environmental Impact Statement (EIS). Mr. Meyer asked Jerry Dexter to speak to the issue.

Mr. Dexter indicated there are a few hurdles to get over before a Park and Ride can be a reality. DOT indicated parking would be for 500 cars and the bus terminal. Park and Ride makes a lot of sense relative to high occupancy vehicle use, there are guidance/governing documents relative to development at Pease, none contemplated putting the Park and Ride on the Tradeport:

- Development Plan Update
- Airport Master Plan/Airport Layout Plan
- Land Use Controls
- Surface Transportation Master Plan
- Final Supplemental Environmental Impact Statement

To include Park and Ride would require changes to plans:

Development Plan Update requires PDA Board approval to consume 11 acres of land, clear cutting forest land, counter to green space concept of plan. EPA's mandate to have minimal wetland impact would be need review, wetlands would be impacted.

Airport Master Plan revision requires FAA approval and would require National Environmental Policy Act action since FEIS does not address impact of Park and Ride.

Land Use Controls of PDA would require interpretation review of permitted uses in Airport Zone.

Pease Surface Transportation Master Plan would require revision to account for the differing land use/traffic generation rates resulting from the park and ride. Would perhaps reduce ability to generate jobs at ultimate build out due to trip ends of vehicles and air emissions allowable under MOU with DES and EPA. Both the Transportation Plan and MOU are directly related to Air Force Supplemental Environmental Impact Statement, therefore this would mean changes to the SEIS.

Department of Transportation intends Park & Ride will accommodate 500 parking spaces and a bus terminal, at full utilization 1700 trip ends per day at 4.78 trip ends per job, would result in potential loss of some 350 jobs which could be created at the Tradeport.

EPA proposed more restrictive rules and regulations relative to air quality impact in order to reduce particulate matter emissions. These have widespread support in NH and are expected to take effect near term. Diesel engines are very high in particulates, additional bus traffic could exacerbate issues relative to future emission caps imposed by environmental regulatory agencies.

Purpose of Park & Ride is to encourage transit use and high occupancy vehicles, geographical location of Tradeport relative to I95 corridor would be counter to motivating many to use the lot.

Mr. Wagner questioned if a Park & Ride was ever in the Pease plan, Mr. Dexter indicated it was not contemplated in the Updated Development Plan, but was part of the Surface Transportation Master Plan in the area surrounding Pease, not on the site. Mr. Wagner further clarified that considering the Conservation Law Foundation suit and if Park & Ride was located on Tradeport this would impact 300-400 jobs. Mr. Dexter concurred it would add emissions without adding job potential.

Mr. Wagner confirmed he understood the issues relative to the environmental and development concerns Jerry has presented, would request that at the next Board meeting possibly other alternatives might be presented relative to locating this "large bus station." Chairman Bartlett informed the Board it would be federal funds constructing the Park & Ride.

VIII. Next Meeting

March 6, 1997 at 8:30 a.m.

Chairman Bartlett took this opportunity to welcome George Lovejoy as a new member of the Board appointed by the Senate President.

IX. Public Comment

Councilor Bowles concurred that the postponement of the COP presentation was in fact to continue discussion. Added his congratulations to the PDA staff for addressing the Park & Ride location issue. COP is against its site being off of Route 33 and compliments the staff for working to find an appropriate location.

Helen Reed: questioned "touch and go's" and PDA's pursuit of this kind of activity.

Mr. Meyer said the PDA is not actively going after airlines to perform "touch and go's."

Mr. Loughlin questioned whether PDA was paid when an aircraft performs "touch and go's?" Mr. Rowell confirmed the latest Suisse Air aircraft paid \$2,100 for three days.

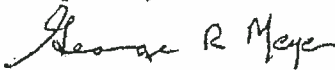
Mr. Nickless raised the issue for clarification that if an aircraft wants to come to Pease to perform "touch and go's" we cannot prevent them from doing so. Mr. Rowell indicated there are voluntary restrictions which ask that "touch & go's" not be performed between certain hours late in the evening and early in the morning, other than that we may not prevent aircraft from performing "touch and go's."

X. Adjournment

Mr. Smith made a motion: and Mr. Nickless seconded to adjourn the meeting. Disposition: resolved by unanimous vote; motion carried, meeting adjourned at 9:21 a.m.

XV. Press Questions

Respectively submitted,


George R. Meyer
Executive Director/Secretary

Mr. Lovejoy inquired as to the amount of increased employees. Ms. Wood indicated she would obtain the information for the Board.

Vice Chairman Loughlin inquired if the proposed expansion as illustrated is in the cleared former housing area and does not encroach into the wooded area. Mr. Meyer confirmed.

VIII. Executive Director's Report

- A. Ropes & Gray
- B. Dewey Ballantine
- C. Palmer & Dodge

Mr. Meyer indicated the Ropes & Gray bill was for COP/PDA agreement; Dewey was for Park and Ride facility; Palmer & Dodge was for work on BEX bankruptcy.

Vice Chairman Loughlin moved the motion; and Mr. Smith seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the following amounts for legal services rendered:

Ropes & Gray	Jan-Feb 1997	\$15,284.78
Dewey Ballantine	March-April 1997	\$ 3,752.10
Palmer & Dodge	Jan-April 1997	\$39,255.38

Disposition: Resolved by unanimous vote; motion carried.

D. Park & Ride

Mr. Wagner moved the motion; and Mr. Smith seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to undertake negotiations with the New Hampshire Department of Transportation, New Hampshire Department of Environmental Services, the United States of America - Department of the Air Force ("Air Force"), the Federal Aviation Administration ("FAA") and such other agencies or persons as shall be necessary to facilitate the location and construction of a 500 car Park and Ride facility at Pease International Tradeport consistent with the conceptual plans presented June 26, 1997 and subject to the following terms and conditions:

1. PDA is able to secure a release of the proposed Park and Ride facility from the Air Force and the FAA in accordance with the Master Lease, Application and Acceptance;
2. In consideration for the release of the proposed Park and Ride facility a southern entrance to Pease is constructed, at no cost to PDA, consistent with the conceptual plan developed in the Pease Surface Transportation Master Plan; and
3. PDA is able to secure emissions credits or to otherwise obtain an amendment to the current MOU with respect to emissions caps at Pease, to provide that Park and Ride emissions will not be charged against the Pease emissions cap.

Following negotiation of an agreement for the Park and Ride, including considerations raised by Director Loughlin in correspondence with Executive Director Meyer, the Executive Director shall refer a proposal and recommendation to the Board of Directors for its review and approval. Disposition: Resolved by unanimous vote; motion carried.

Mr. Wagner noted that once again this Board, as situations arise, has worked well with the City of Portsmouth, Board deserves credit it doesn't always receive.

IX. Financial Report (April & May)

Ms. Lamson moved the motion: and Mr. Nickless seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a contract for Automated Teller Machine ("ATM") services at the Domestic & International Air Passenger Terminal with Service Credit Union of Portsmouth, New Hampshire, in accordance with the memo from Mark K. Rowell to George R. Meyer, dated September 29, 2000 and attached hereto. Disposition: Resolved by unanimous vote; motion carried.

2. Airport Terminal Parking Lot Construction

Mr. Allard moved the motion: and Mr. Loughlin seconded that The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with James S. Piscopo General Contractor, Inc. ("Piscopo") in an amount not to exceed \$184,580 for the purpose of providing paving services in connection with the construction of a paved lot for 230 vehicles, as shown on the plan entitled "Overflow Parking Lot Conceptual Plan", prepared by HTA Consulting Engineers and dated October 2, 2000.

In accordance with the provisions of RSA 12-G:7, VIII, the PDA Board waives the RFP requirement in connection with this project for the following reasons:

1. PDA sought bids from three contractors, each of whom was recently the low bidder on a PDA project.
2. Piscopo was the sole bidder on the overflow parking lot project.
3. Due to the time constraints involved in this project, a formal RFP process would have delayed the award of this contract and prevented completion of the project by late November, as scheduled.

Mr. Loughlin questioned if this was for the 1,000 vehicle lot; Mr. Meyer indicated this is on grass area on left before terminal; Mr. Loughlin further commended Jerry and Maria on a well thought out plan.

Disposition: Resolved by unanimous roll call vote; motion carried.

3. NH DOT Park & Ride

Mr. Nickless moved the motion: and Mr. Loughlin seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with the New Hampshire Department of Transportation, New Hampshire Department of Environmental Services, the United States of America - Department of the Air Force ("Air Force"), the Federal Aviation Administration ("FAA") and such other agencies or persons as shall be necessary to facilitate the location and construction of an addition to the existing Park and Ride facility at Pease International Tradeport (approved on June 26, 1997) consistent with the Construction Plans of Proposed Federal Aid Project (N.H. Project No. 12250, Contract 2) and subject to the following terms and conditions:

1. PDA is able to secure a release of the Park and Ride Facility from the Air Force and the FAA in accordance with the Master Lease, Application and Acceptance;
2. PDA is able to secure emissions credits or to otherwise obtain an amendment to the current MOU with respect to emissions caps at Pease, to provide that Park and Ride emissions will not be charged against the Pease emissions cap.
3. Construction of the Park and Ride, to include landscaping, shall be substantially consistent with the plans entitled "Portsmouth Transportation Center" and dated August 21, 2000, as prepared by Maguire Group, Inc.

Disposition: Resolved by unanimous vote; motion carried.

4. NH Soil Consultants, Inc.

Mr. Loughlin moved the motion: and Ms. Lamson seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute an amendment to the contract with NH Soil

B. Approvals

1. NH Park and Ride - Expansion

Director Bohenko moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and execute the necessary documents to allow the New Hampshire Department of Transportation to annex 0.33 acres and to expand the parking area located at the Portsmouth Transportation Center, subject to the requirements of the Federal Aviation Administration; all in accordance with the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated September 10, 2013 and attached hereto.** Discussion: Ms. Stowell informed the Board that NH DOT want to expand the Park and Ride facility. PDA's compensation (as required by FAA) for the land is included in the work that was previously done by NH DOT on Grafton Road and the south entrance to the Tradeport. Director Lamson is very pleased with the services provided by Park and Ride facility. Fred Butler (NH DOT Bureau of Aeronautics, Rail, and Transit) and Mike Dugas (NH DOT Highway Design) reviewed the plans for expansion as well as formalizing parking spaces by restriping lines within the current parking area for a total of 230 additional spaces. A total of 1,200 cars can be parked at the lot. NH DOT is working with the Rockingham Planning Commission on creating a regional parking lot. In response to Director Allard, Mr. Butler reported that a car may be parked at the lot for 21 days. C & J staff routinely checks the lot. Director Loughlin asked that the plans be reviewed regarding the removal of traffic islands at the second entrance which would result in loss of trees on the islands. Mr. Dugas reported that the plans were updated and islands with trees will be included. Disposition: Resolved by unanimous vote; motion carried.

2. Pease/Newington Water Line Connection

Director Lamson moved and Director Preston seconded that **The Pease Development Authority Board of Directors hereby approves of the proposed Pease/Newington waterline connection, as proposed and presented by the City of Portsmouth; and in accordance with the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated September 9, 2013, and attached hereto.** Discussion: Director Torr asked if there would be any problems with the consolidation of the systems. Attorney Hinchee indicated that the systems are operating as a combined system. Director Lamson reported that PDA staff and Portsmouth staff have worked on the project which will be a benefit to the Tradeport, Newington, and Portsmouth. Disposition: Resolved by unanimous vote; motion carried.

XII. Division of Ports and Harbors

A. Division Director's Reports

1. Port Advisory Council

Geno Marconi, Division Director, reported that Port Advisory Council met on September 18, 2013. Mr. Marconi reviewed the status of the repair projects at Rye Harbor and Hampton Harbor facilities.

2. Harbor Tour

Mr. Marconi reported that a tour of the Piscataqua River was sponsored by Moran tug boat company and the Portsmouth River pilots. Representatives from the offices of Senator Shaheen, Senator Ayotte, and Representative Pingree attended along with a representative from the American Waterways Association. The tour went from the Dover Point Bridge out to the pilotage waters. The group was shown the commerce and activities on the rivers. There were questions about activities on the waterfront and funding for the replacement of the Sarah Long bridge.

MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager
Subject: Portsmouth Transportation Center Parking Expansion
Date: September 10, 2013

NHDOT's Bureau of Aeronautics, Rail and Transit (Bureau) has been exploring ways to provide additional parking spaces at the Portsmouth Transportation Center (PTC). During certain times of the year, the capacity of the parking lot is strained and vehicles are forced to park on the grass and in drive aisles. As a first step in alleviating the problem, the Bureau would like to add 133 spaces by expanding the lot to the north as shown on the attached plan. The additional land required is approximately 0.33 acres.

NHDOT occupies approximately 17 acres of Pease land for the purposes of the PTC. The basis for its use of the land is a right of entry that is renewed by the PDA Board every five years. A fee transfer of this property to the Bureau was not supported because of the PTC's siting within the runway protection zone. As you know, federal grant assurances require that PDA receive fair market value in exchange for the use of airport land. At the time that the PTC was constructed, PDA was compensated for the value of the 17 acres by NHDOT's construction of the Grafton Drive entrance. The construction cost was valued at \$4,300,000. This, together with the intangible benefit of an alternate Pease access, was deemed to be ample compensation for the PTC land.

Before PDA can allocate an additional 0.33 acres for the PTC, a similar analysis must be conducted. To this end, Staff contacted Carol Niewola, Senior Aviation Planner with the Aeronautics branch of the Bureau. After researching FAA guidance and compliance manuals and coordinating with FAA officials in Washington D.C., Ms. Niewola has recommended that, in consideration of the magnitude of the past improvement to the airport made by NHDOT (the construction of the Grafton Drive entrance) and the incremental addition of land now being requested, PDA can contract with DOT for the additional 0.33 acres without additional compensation.

At next week's meeting, please ask the Board to allow NHDOT to expand parking at the Portsmouth Transportation Center by annexing 0.33 acres of PDA land to the 17 acres currently under the control of NHDOT and to authorize the Executive Director to complete negotiations and execute such documents as shall be required to document the Bureau's interest, provided that the transactions conform to FAA policies.



**FY 2018 FINANCIAL REPORT
FOR THE NINE MONTH PERIOD
ENDING MARCH 31, 2018**



**BOARD OF DIRECTORS MEETING
MAY 17, 2018**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE NINE MONTH PERIOD ENDING

MARCH 31, 2018

(\$ 000's)

BUDGET VARIANCE ANALYSIS

- **OPERATING REVENUES-
HIGHER BY 4.1% ..**
- 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 1.5 %...**
 - 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.

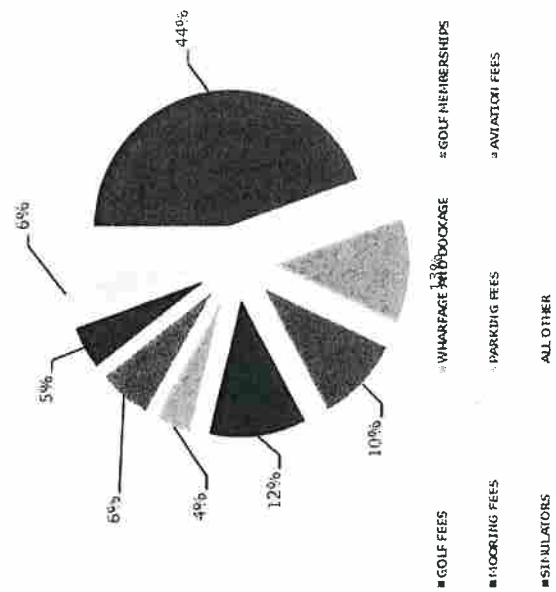
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>10,855</u>	<u>10,424</u>	<u>431</u>	<u>14,319</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	4,852	4,760	92	6,242
BUILDINGS AND FACILITIES MAINTENANCE	1,216	1,057	159	1,353
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	844	882	(38)	1,153
UTILITIES <i>(PAGE #6)</i>	488	611	(123)	797
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	319	513	(194)	681
MARKETING AND PROMOTION	168	220	(52)	295
ALL OTHER <i>(PAGE #6)</i>	<u>775</u>	<u>748</u>	<u>27</u>	<u>1,021</u>
OPERATING INCOME	<u>8,662</u>	<u>8,791</u>	<u>(129)</u>	<u>11,542</u>
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	<u>2,193</u>	<u>1,633</u>	<u>560</u>	<u>2,777</u>
NONOPERATING (INCOME) AND EXPENSE	(2)	8	(10)	12
DEPRECIATION	4,374	4,729	(355)	6,306
NET OPERATING INCOME	<u>(2,179)</u>	<u>(3,104)</u>	<u>925</u>	<u>(3,541)</u>

CONSOLIDATED OPERATING REVENUES FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	7,166	7,318	(152)	9,723
FEE REVENUES <i>(SEE PIE CHART)</i>	2,146	1,822	324	2,860
FUEL SALES <i>(SEE TABLE BELOW)</i>	618	550	68	699
CONCESSION REVENUE	330	247	83	348
GOLF MERCHANDISE	157	152	5	225
ALL OTHER- NET	438	335	103	464
	10,855	10,424	431	14,319

FEE REVENUES YEAR TO DATE



FUEL ANALYSIS	ACTUAL SALES	BUDGETED SALES	BUDGET1 VARIANCES	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	49	55	(6)	38	48	(10)
PORTSMOUTH FISH PIER	355	344	11	272	285	(13)
RYE HARBOR	94	86	8	72	80	(8)
HAMPTON HARBOR	120	65	55	89	80	9
	618	550	68	471	493	(22)

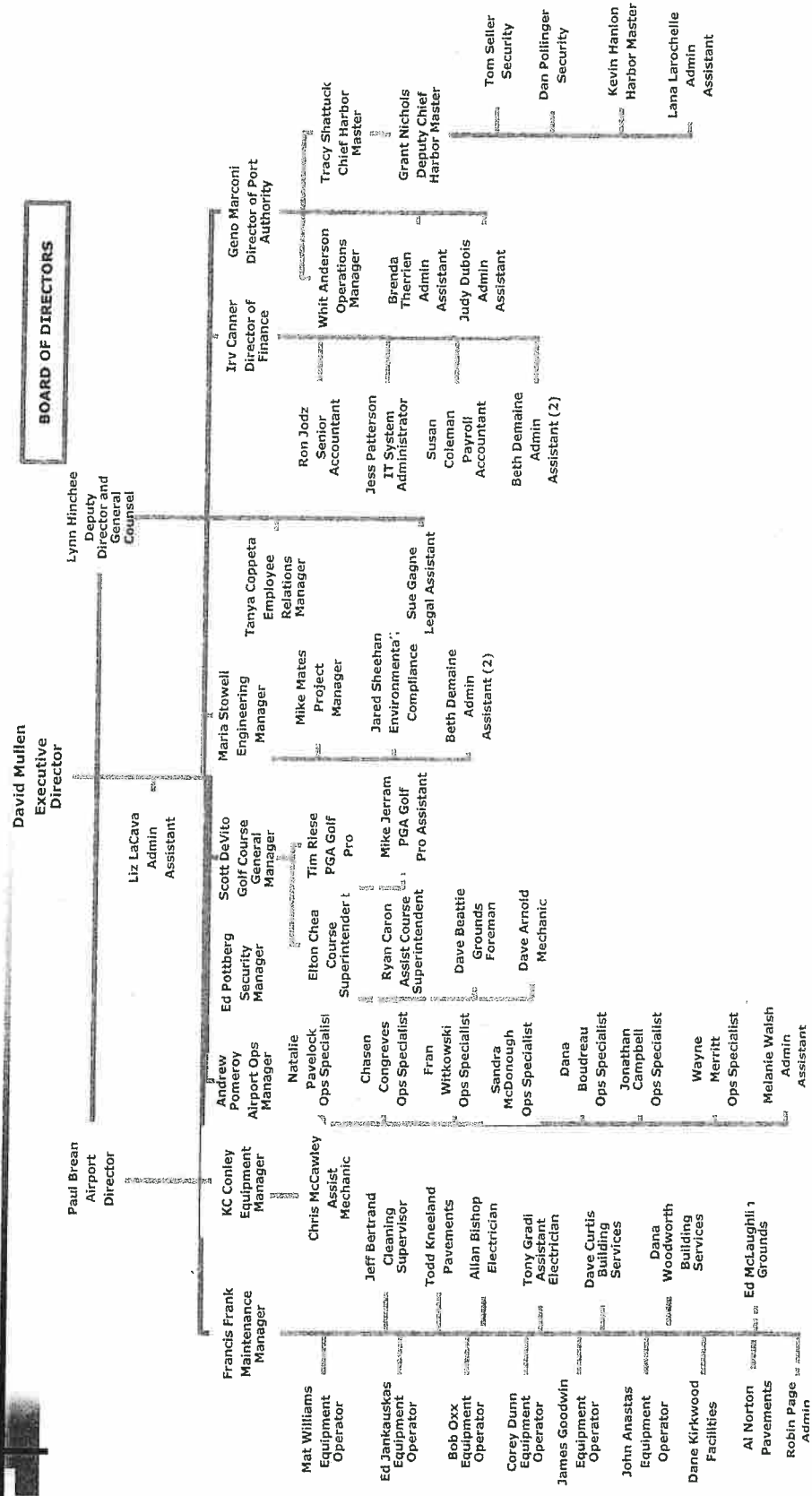
CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018

(\$ 000's)

CURRENT STAFF ANALYSIS

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	CURRENT STAFF ANALYSIS				TOTAL
					SAL/ BEN	HR/ BEN	HR/ NON	SE	
PERSONNEL SERVICES									
BENEFITTED	2,838	2,806	32	3,741	1.0	1.0	-	-	2.0
NONBENEFITTED	470	511	(41)	725	-	19.0	-	6.0	25.0
OVERTIME	265	158	107	198	3.0	8.0	5.0	-	16.0
ACCRUED VACATION AND SICK	(18)	-	(18)	-	-	-	3.0	-	3.0
	3,555	3,475	80	4,664					
FRINGE BENEFITS									
HEALTH INSUR	836	814	22	952	3.0	4.0	-	19.0	26.0
RETIREMENT	390	398	(8)	528	3.0	0.5	-	-	3.5
DENTAL INSURANCE	49	46	3	62	2.0	1.0	1.0	-	4.0
LIFE INSURANCE	22	27	(5)	36	2.0	2.5	-	-	4.5
	1,297	1,285	12	1,578					
	4,852	4,760	92	6,242	15.0	45.0	17.0	30.0	107.0

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART - CURRENT



TOTAL BENEFITED POSITIONS 50
PDA 10
DIVISION OF PORTS AND HARBORS

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

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018

(\$ 000's)

<i>UTILITIES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	274	312	(38)	420
WATER	61	107	(46)	120
WASTE DISPOSAL	73	73	-	100
NATURAL GAS AND OIL	54	74	(20)	97
PROPANE	<u>26</u>	<u>45</u>	<u>(19)</u>	<u>60</u>
	488	611	(123)	797

<i>PROFESSIONAL SERVICES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
LEGAL	191	375	(184)	500
INFORMATION TECHNOLOGY	44	64	(20)	85
EXTERNAL AUDIT	48	57	(9)	73
ALL OTHER- NET	<u>36</u>	<u>17</u>	<u>19</u>	<u>23</u>
	319	513	(194)	681

<i>ADMINISTRATIVE AND GENERAL</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	260	266	(6)	357
INSURANCE	125	120	5	160
TELEPHONE / COMMUNICATIONS	81	88	(7)	68
BANK FEES	69	48	21	62
WORKERS' COMPENSATION	45	83	(38)	113
ALL OTHER-NET	<u>264</u>	<u>277</u>	<u>(13)</u>	<u>393</u>
	844	882	(38)	1,153

<i>ALL OTHER</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FUEL	471	493	(22)	651
COAST TROLLEY	82	90	(8)	120
GOLF MERCHANDISE	149	121	28	180
GOLF CART LEASE	<u>73</u>	<u>44</u>	<u>29</u>	<u>70</u>
	775	748	27	1,021

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	<i>INTEREST EXPENSE</i>	
					YEAR TO DATE	FISCAL BUDGET
INTEREST EXPENSE	12	12	-	16	-	-
INTEREST INCOME AND OTHER	(14)	(4)	(10)	(4)	12	16
	<u>(2)</u>	<u>8</u>	<u>(10)</u>	<u>12</u>	<u>12</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	MAR 31 2018	JUN 30 2017	MAR 31 2018	LIABILITIES
CURRENT ASSETS					CURRENT LIABILITIES
CASH AND EQUIVALENTS	4,032	4,272	1,717	1,768	ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE- NET	1,324	1,981	888	191	ACCOUNTS PAYABLE- CONSTRUCTION
OTHER ASSETS	536	442	699	680	UNEARNED REVENUE
TOTAL CURRENT ASSETS	<u>5,892</u>	<u>6,695</u>	-	-	REVOLVING LOC FACILITY
			116	116	CURRENT PORTION- LT LIABILITIES
RESTRICTED ASSETS			<u>3,420</u>	<u>2,755</u>	TOTAL CURRENT LIABILITIES
CASH AND EQUIVALENTS	695	659			NONCURRENT LIABILITIES
ACCOUNTS RECEIVABLE- NET	1,072	1,076	5,490	5,490	NET PENSION LIABILITY
TOTAL RESTRICTED ASSETS	<u>1,772</u>	<u>1,735</u>	338	325	OTHER LT LIABILITIES (PAGE #15)
			5,828	5,815	TOTAL LIABILITIES
CAPITAL ASSETS			<u>9,248</u>	<u>8,570</u>	DEFERRED INFLOWS OF RESOURCES
LAND, BUILDINGS AND EQUIPMENT	64,368	65,426	209	209	PENSION
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,303	516			NET POSITION
			64,435	65,518	NET INVESTMENT IN CAPITAL ASSETS
					RESTRICTED FOR:
			<u>65,671</u>	<u>65,942</u>	REVOLVING LOAN FUND
					HARBOR DREDGING
TOTAL ASSETS					FOREIGN TRADE ZONE
DEFERRED OUTFLOWS OF RESOURCES	<u>73,335</u>	<u>74,372</u>			UNRESTRICTED
PENSION	1,722	1,722	(352)	318	TOTAL NET POSITION
			<u>65,600</u>	<u>67,315</u>	

CASH AND EQUIVALENTS AT MARCH 31, 2018

	UNRESTRICTED	RESTRICTED
PEASE DEVELOPMENT AUTHORITY		
GENERAL FUNDS	3,549	-
TENANT ESCROW	16	-
	<u>3,525</u>	-
DIVISION OF PORTS AND HARBORS		
GENERAL FUNDS	101	-
HARBOR MANAGEMENT	606	-
HARBOR DREDGING	-	518
REVOLVING LOAN- FISHERY FUND	-	128
FOREIGN TRADE	-	13
	<u>707</u>	<u>659</u>
TOTAL	<u>4,272</u>	<u>659</u>

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF MARCH 31, 2018

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PSM OBSTRUCTION DESIGN (SBG 04-2014)	04-25-14	333	316	265	(20)	245	-	-
PSM SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	03-21-16	392	373	392	(20)	307	65	-
PSM TERMINAL BATHROOM RENOVATIONS (AIP 56)	04-21-16	546	519	534	(26)	434	74	-
PSM RUNWAY 16-34 DESIGN (AIP 58)	05-18-17	1,265	885	393	(118)	230	45	-
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	523	(26)	484	13	-
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	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)	1,363	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	59	59	41	(2)	-	39	-
DPH DESIGN BARGE DOCK REPLACEMENT	-	-	-	11	-	11	-	-
							<u>1,434</u>	<u>1,195</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 03-31-18
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)	-	-
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	(3,523)	(89)	396

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 03-31-18
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 03-31-18
GOLF COURSE					
WELL VIABILITY STUDY	1	(1)	-	(1)	-
GOLF CART BRIDGE REPLACEMENT	-	161	(161)	-	-
TORO FAIRWAY MOWER	-	60	(60)	-	-
CLUBHOUSE / RESTAURANT ENHANCEMENTS	-	11	(11)	-	-
SIMULATOR EQUIPMENT	-	2	-	2	2
	<u>1</u>	<u>233</u>	<u>(232)</u>	<u>1</u>	<u>2</u>
ADMINISTRATION					
PAYROLL KIOSKS	-	9	(9)	-	-
WEBSITE REDESIGN PROJECT	-	20	-	20	20
COMPUTER REPLACEMENTS	-	15	(15)	-	-
	<u>-</u>	<u>44</u>	<u>(24)</u>	<u>20</u>	<u>20</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 03-31-18
TRADEPORT					
SECURITY AND FIRE ALARM MONITORING SYSTEM	=	<u>9</u>	(9)	=	=

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 03-31-18
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)	-	-
EVINRUDE ENGINE- 115 HP	-	8	-	8	8
PORTSMOUTH FISH PIER ICE MACHINE COMPRESSOR	-	10	(10)	-	-
SECURITY AND FIRE ALARM MONITORING SYSTEM	-	1	(1)	-	-
	<u>16</u>	<u>124</u>	<u>(47)</u>	<u>77</u>	<u>93</u>
TOTAL	<u>1,303</u>	<u>4,654</u>	<u>(5,439)</u>	<u>(787)</u>	<u>516</u>

LONG TERM DEBT LIABILITIES AS OF MARCH 31, 2018

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	116	232
ACCRUED SICK LIABILITY	-	93	93
TOTAL	<u>116</u>	<u>209</u>	<u>325</u>

FISCAL YEAR	CITY OF PORTSMOUTH
2018	116
2019	116
2020	<u>116</u>
PAID IN FY 2018	348 <u>(116)</u>
TOTAL	<u>232</u>

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018 SKYHAVEN AIRPORT

(\$ 000's)

OPERATING REVENUES		YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
FACILITIES RENTAL	85	79	6	105	
FUEL SALES	49	55	(6)	74	
ALL OTHER	(5)	-	(5)	1	
	129	134	(5)	180	
OPERATING REVENUES					
OPERATING EXPENSES		YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
PERSONNEL SERVICES AND BENEFITS	38	60	(22)	92	
BUILDINGS AND FACILITIES MAINTENANCE	67	58	9	82	
GENERAL AND ADMINISTRATIVE	24	29	(5)	29	
UTILITIES	18	23	(5)	31	
PROFESSIONAL SERVICES	4	3	1	5	
MARKETING AND PROMOTION	-	-	-	-	
ALL OTHER- FUEL	38	48	(10)	63	
	189	221	(32)	302	
	(60)	(87)	27	(122)	
OPERATING INCOME					
NONOPERATING (INCOME) AND EXPENSE					
DEPRECIATION	337	319	18	426	
NET OPERATING INCOME	(397)	(406)	9	(548)	
GALLONS OF FUEL SOLD					
	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE	
FY 2017	455	12,461	16,735	\$ 4.14	
FY 2018	667	11,255	11,255	\$ 4.38	
NET CASH FLOW					
	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL
FY 2018	(60)	(705)	-	1,370	605
FY 2017	(91)	(929)	-	301	(719)
FY 2016	(53)	(193)	-	451	205
FY 2009-2015	(691)	(4,477)	(100)	3,603	(1,665)
	(895)	(6,304)	(100)	5,725	(1,574)

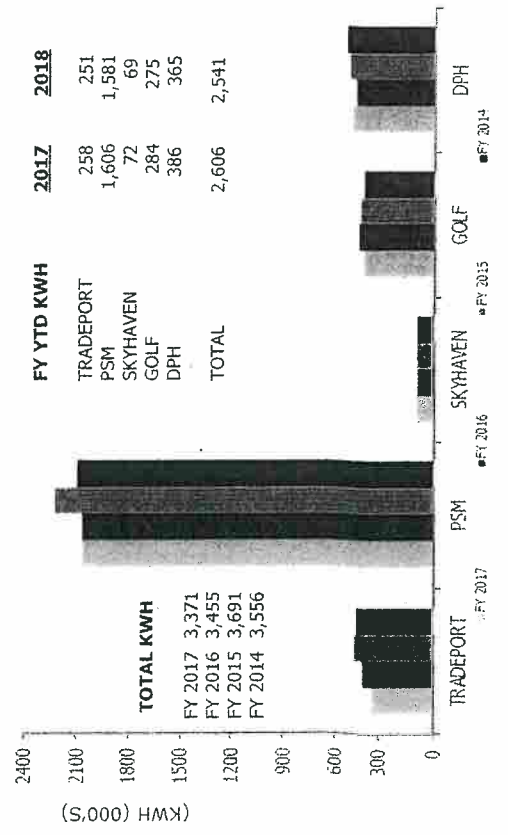
STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>6,344</u>	<u>6,310</u>	<u>34</u>	<u>8,368</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	117	242	(125)	313
GENERAL AND ADMINISTRATIVE	35	34	1	46
UTILITIES	76	98	(22)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	82	91	(9)	120
	<u>310</u>	<u>465</u>	<u>(155)</u>	<u>612</u>
OPERATING INCOME	6,034	5,845	189	7,756
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	585	612	(27)	816
NET OPERATING INCOME	<u>5,449</u>	<u>5,233</u>	<u>216</u>	<u>6,940</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
RENTAL OF FACILITIES	6,062	6,125	(63)	8,121
ALL OTHER	282	185	97	247
	<u>6,344</u>	<u>6,310</u>	<u>34</u>	<u>8,368</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018 GOLF COURSE

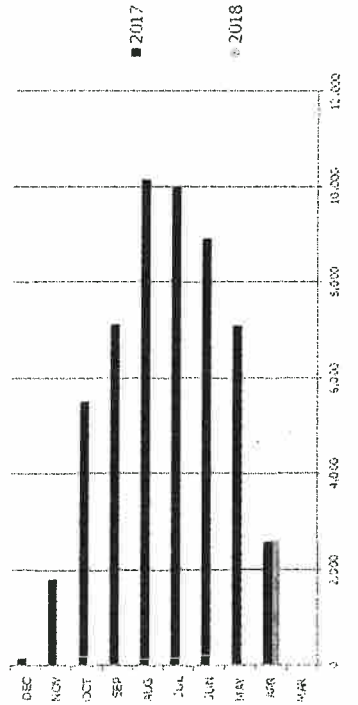
(\$ 000's)

	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>1,729</u>	<u>1,585</u>	<u>144</u>	<u>2,375</u>								
CONCESSION REVENUES	273	235	38	335								
FEE REVENUES												
GOLF FEES	955	879	76	1,357								
MEMBERSHIPS	218	198	20	320								
SIMULATOR	108	108	-	120								
LESSONS	9	14	(5)	18								
	<u>1,290</u>	<u>1,199</u>	<u>91</u>	<u>1,815</u>								
MERCHANDISE AND OTHER	166	151	15	225								
	<u>1,729</u>	<u>1,585</u>	<u>144</u>	<u>2,375</u>								
OPERATING EXPENSES												
PERSONNEL SERVICES AND BENEFITS	683	630	53	894								
BUILDINGS AND FACILITIES MAINTENANCE	276	232	44	320								
GENERAL AND ADMINISTRATIVE	195	177	18	237								
UTILITIES	92	166	(74)	195								
PROFESSIONAL SERVICES	14	13	1	17								
MARKETING AND PROMOTION	37	43	(6)	58								
ALL OTHER	222	164	58	250								
	<u>1,519</u>	<u>1,425</u>	<u>94</u>	<u>1,971</u>								
OPERATING INCOME	210	160	50	404								
NONOPERATING (INCOME) AND EXPENSE												
DEPRECIATION	299	290	9	387								
NET OPERATING INCOME	(89)	(130)	41	17								
					PRO SHOP	157	COURSE OPERA	1,191	273	108	TOTAL	1,729
						(174)		(1,183)	(125)	(37)		(1,519)
						(17)	8	148	71	210		

KEY GOLF COURSE BENCHMARKING DATA

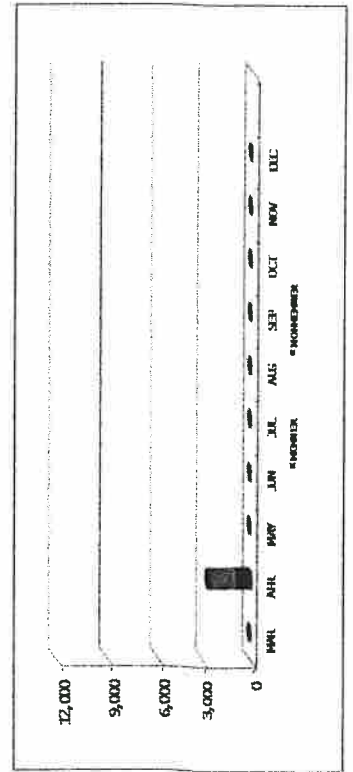
GOLF SIMULATOR REVENUES		FY 2017		FY 2018		GRILL 28 GROSS SALES	
MONTH	REVENUE	REVENUE	REVENUE	REVENUE	REVENUE	MONTH	SALES
JULY	\$ 148	\$ 253	JULY	\$ 183,674	\$ 195,199	JULY	\$ 183,674
AUGUST	64	992	AUGUST	191,472	210,451	AUGUST	191,472
SEPTEMBER	-	251	SEPTEMBER	160,353	178,766	SEPTEMBER	160,353
OCTOBER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

ROUNDS OF GOLF PLAYED (SEASON)



2018 YTD	2017 YTD	2018 SEASON	2017 SEASON
2,623	2,571	53,234	52
12	17	52	

2018 MEMBER / NONMEMBER ROUNDS (SEASON)



2018 ROUNDS - SEASON

MEMBER	1,070
NONMEMBER	1,553
TOTAL	2,623



2017 ROUNDS - SEASON

MEMBER	954
NONMEMBER	1,617
TOTAL	2,571

CLUB/ COURSE FUNCTIONS

FUNCTIONS	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	30,544	38,901
TOURNAMENT PLAY	153,062	133,441
LEAGUES	71,343	76,955
FOOD AND ROOM FEES	188,244	18,676

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 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>1,713</u>	<u>1,626</u>	<u>87</u>	<u>2,220</u>	FACILITY RENTALS	424	509	(85)	691
OPERATING EXPENSES					CONCESSION REVENUE	3	6	(3)	6
PERSONNEL SERVICES AND BENEFITS	793	745	48	999	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	152	122	30	177	MOORING FEES	248	244	4	325
GENERAL AND ADMINISTRATIVE	118	139	(21)	213	PARKING	87	85	2	116
UTILITIES	77	84	(7)	116	REGISTRATIONS	19	73	(54)	150
PROFESSIONAL SERVICES	13	20	(7)	26	WHARF / DOCK	<u>269</u>	<u>142</u>	<u>127</u>	<u>214</u>
MARKETING AND PROMOTION	-	1	(1)	2	FUEL SALES	<u>623</u>	<u>544</u>	<u>79</u>	<u>805</u>
ALL OTHER - FUEL	433	445	(12)	588	ALL OTHER	95	72	23	93
	<u>1,586</u>	<u>1,556</u>	<u>30</u>	<u>2,121</u>	TOTAL	<u>1,713</u>	<u>1,626</u>	<u>87</u>	<u>2,220</u>
OPERATING INCOME	127	70	57	99	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	(1)	-	(1)	(1)	HAMPTON HARBOR	176	186	(10)	268
DEPRECIATION	532	557	(25)	741	RYE HARBOR	(158)	(143)	(15)	(327)
NET OP INCOME	(404)	(487)	83	(641)	MARKET STREET				
					ADMIN				

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 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	
	76	74	74	74	2	2	5	5	5	5	5	5	5	5
HARBOR DREDGING														
OPERATING REVENUES														
OPERATING EXPENSES														
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	30	38	(8)	50			30	-	30				-	-
GENERAL AND ADMINISTRATIVE	4	-	4	-			-	1	(1)				1	
UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	10	6	4				8	
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<u>34</u>	<u>38</u>	<u>(4)</u>	<u>50</u>			<u>40</u>	<u>7</u>	<u>33</u>				<u>9</u>	
OPERATING INCOME	42	36	6	57			(35)	(2)	(33)				(4)	
NONOPERATING (INCOME) AND EXPENSE														
DEPRECIATION	49	48	1	65			-	-	-				-	-
NET OPERATING INCOME	(7)	(12)	5	(7)			(35)	(2)	(33)				(4)	

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
REVOLVING LOAN FUND				
OPERATING REVENUES	33	36	(3)	48
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	1	-
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	24	17	7	22
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
OPERATING INCOME	8	19	(11)	26
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	-	-	-	-
NET OPERATING INCOME	8	19	(11)	26

	BALANCE AT 06-30-2017	BALANCE AT 03-31-2018
REVOLVING LOAN FUND RECONCILIATION		
CASH BALANCES		
GENERAL FUNDS	111	128
SEQUESTERED FUNDS	-	-
LOANS OUTSTANDING	111	128
CURRENT	132	157
LONG TERM	940	909
	<u>1,072</u>	<u>1,066</u>
CAPITAL UTILIZATION RATE- % (*)	90.6	89.3
FUND EXCESS (DEFICIENCY)- % (*)	15.6	14.3

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

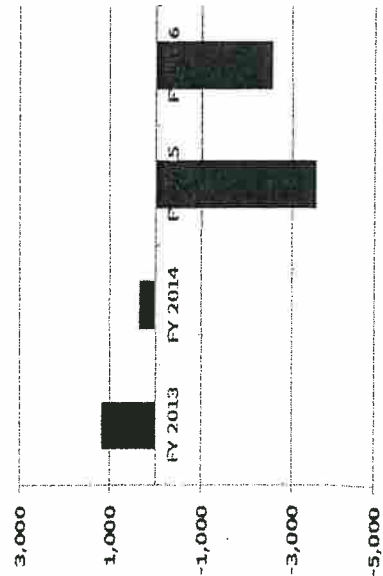
(\$ 000's)

	JUN 30 2017	MAR 31 2018	JUN 30 2017	MAR 31 2018
ASSETS			LIABILITIES 1,340	
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	3,256	3,512	ACCOUNTS PAYABLE	1,231
ACCOUNTS RECEIVABLE- NET	1,258	1,821	ACCOUNTS PAYABLE- CONSTRUCTION	888
OTHER ASSETS	493	403	UNEARNED REVENUE	408
TOTAL CURRENT ASSETS	5,007	5,736	REVOLVING LOC FACILITY	-
			CURRENT PORTION- LT LIABILITIES	116
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	2,642
CASH AND EQUIVALENTS	-	-	NONCURRENT LIABILITIES	
ACCOUNTS RECEIVABLES- NET	-	-	NET PENSION LIABILITY	4,355
TOTAL RESTRICTED ASSETS	-	-	OTHER LT LIABILITIES	316
			TOTAL LIABILITIES	7,313
CAPITAL ASSETS			DEFERRED INFLOWS OF RESOURCES	
LAND, BUILDINGS AND EQUIPMENT	54,127	55,722	PENSION	162
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	423	NET POSITION	
TOTAL ASSETS	55,414	56,145	NET INVESTMENT IN CAPITAL ASSETS	54,178
DEFERRED OUTFLOWS OF RESOURCES			RESTRICTED FOR:	
PENSION	1,380	1,380	REVOLVING LOAN FUND	-
			HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	148
			TOTAL NET POSITION	54,326
				56,433

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)

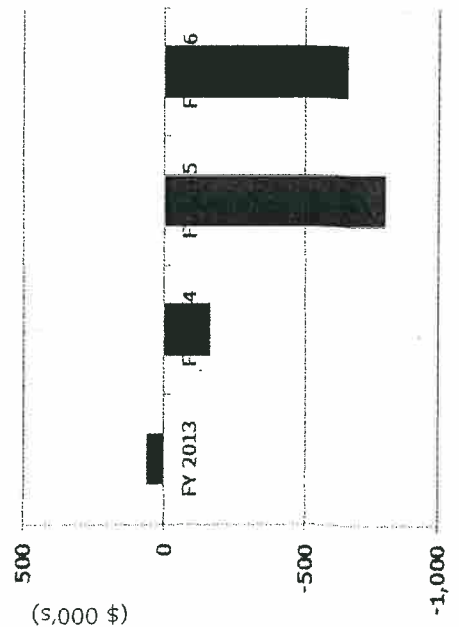
LIABILITIES	JUN 30 2017	MAR 31 2018
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	233	178
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	291	316
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	524	494
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	22	18
	<u>1,157</u>	<u>1,153</u>
TOTAL LIABILITIES	1,681	1,647
DEFERRED INFLOWS OF RESOURCES		
PENSION	47	47
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	9,588	9,104
RESTRICTED FOR:		
REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(500)	(385)
TOTAL NET POSITION	9,089	8,719

ASSETS	JUN 30 2017	MAR 31 2018
CURRENT ASSETS		
CASH AND EQUIVALENTS	776	760
ACCOUNTS RECEIVABLE- NET	66	161
OTHER ASSETS	44	38
TOTAL CURRENT ASSETS	886	959
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	9,573	9,052
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	60
	<u>9,589</u>	<u>9,112</u>
TOTAL ASSETS	10,475	10,071
DEFERRED OUTFLOWS OF RESOURCES		
PENSION	342	342

DISCUSSION AND ANALYSIS

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

**NET UNRESTRICTED POSITION
AT JUNE 30**



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

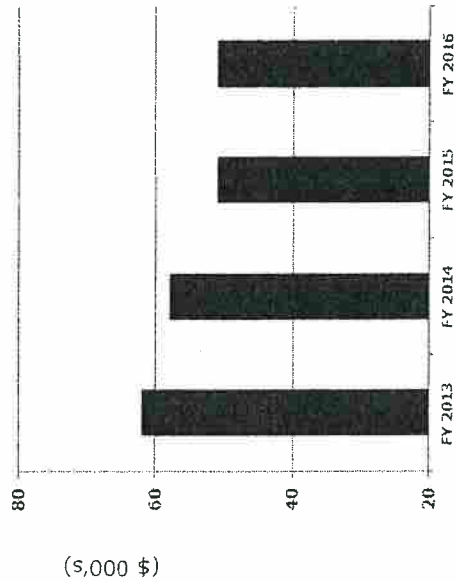
(\$ 000's)

	JUN 30 2017	MAR 31 2018	JUN 30 2017	MAR 31 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	47	13	47	13
ACCOUNTS RECEIVABLES- NET	-	-	-	-
TOTAL RESTRICTED ASSETS	<u>47</u>	<u>13</u>	<u>47</u>	<u>13</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>47</u>	<u>13</u>	<u>47</u>	<u>13</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	47	-	47	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>47</u>	<u>12</u>	<u>47</u>	<u>12</u>

DISCUSSION AND ANALYSIS

- CURRENTLY EXPLORING ACCELERATED MARKETING PLAN TO ATTRACT POTENTIAL VENDORS.

**NET RESTRICTED POSITION
AT JUNE 30**



(\$,000 \$)

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

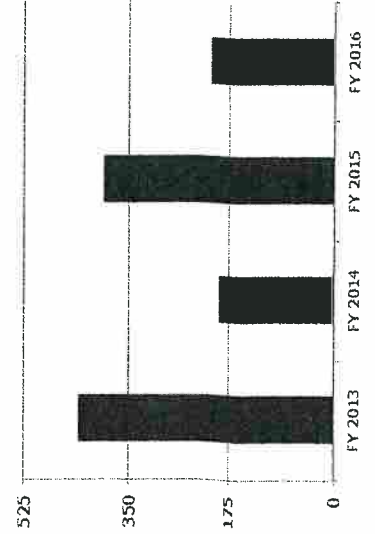
(\$ 000's)

	JUN 30 2017	MAR 31 2018	JUN 30 2017	MAR 31 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	253	252
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS			253	252
CASH AND EQUIVALENTS	537	518		
ACCOUNTS RECEIVABLES- NET	4	9		
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>527</u>		
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	668	655		
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	33		
TOTAL ASSETS	668	685	668	684
	<u>1,209</u>	<u>1,212</u>		
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	288	276
TOTAL NET POSITION	956	960	956	960
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE				252
ACCOUNTS PAYABLE- CONSTRUCTION				-
UNEARNED REVENUE				-
REVOLVING LOC FACILITY				-
CURRENT PORTION- LT LIABILITIES				-
TOTAL CURRENT LIABILITIES			253	252
NONCURRENT LIABILITIES				
NET PENSION LIABILITY				-
OTHER LT LIABILITIES				-
TOTAL LIABILITIES			253	252
DEFERRED INFLOWS OF RESOURCES				
PENSION				-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS			668	684
RESTRICTED FOR:				
REVOLVING LOAN FUND				-
HARBOR DREDGING			288	276
FOREIGN TRADE ZONE				-
UNRESTRICTED				-
TOTAL NET POSITION			956	960

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

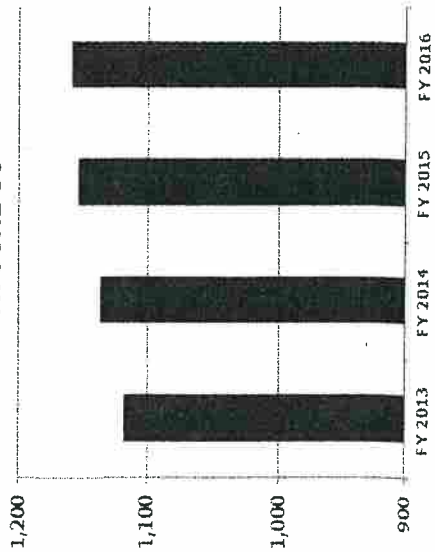
(\$ 000's)

	JUN 30 2017	MAR 31 2018	JUN 30 2017	MAR 31 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	1	3
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	111	128	1	3
ACCOUNTS RECEIVABLES- NET	1,072	1,066	-	-
TOTAL RESTRICTED ASSETS	<u>1,183</u>	<u>1,194</u>	<u>1</u>	<u>3</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,183</u>	<u>1,194</u>	<u>1,182</u>	<u>1,191</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>3</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>3</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,182	1,191
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,182</u>	<u>1,191</u>	<u>1,182</u>	<u>1,191</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 JANUARY 31, 2019



**BOARD OF DIRECTORS MEETING
MAY 17, 2018**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MAY 1, 2018 TO JANUARY 31, 2019

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

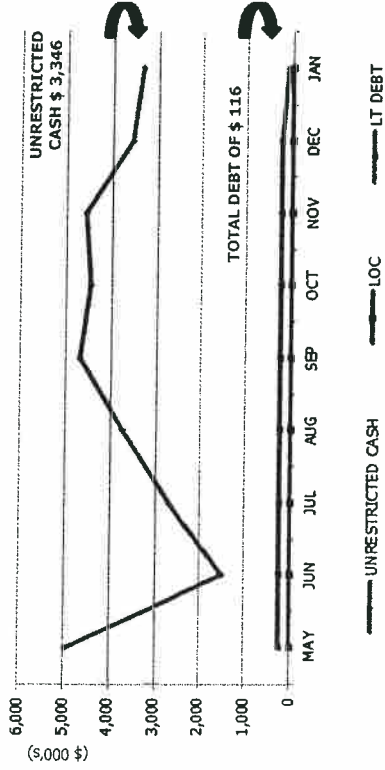
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>5,580</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,750
GRANT AWARDS (SEE PAGE #8)	3,219
GOLF COURSE FEE AND CONCESSION REVENUES	1,585
PORTSMOUTH AIRPORT- LEASES, FUEL FLOWAGE FEES AND PAY FOR PARKING	810
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	136
MUNICIPAL SERVICE FEE (COP)- NET	24
EXTERNAL BANK WORKING CAPITAL- NET	-
	<u>12,524</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	4,754
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	3,357
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	3,325
OPERATING EXPENSES	3,215
LONG TERM DEBT RETIREMENT	116
	<u>14,758</u>
NET CASH FLOW	<u>(2,234)</u>
CLOSING FUND BALANCE	<u>3,346</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 04-30-2018	BALANCE AT 06-30-2017
PDA UNRESTRICTED	5,580	3,246
PDA DESIGNATED	17	11
TOTAL	<u>5,597</u>	<u>3,257</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
OPENING FUND BALANCE	5,580	4,960	1,492	2,689	3,733	4,668	4,453	4,574	3,548	5,580
SOURCES OF FUNDS										
TRADEPORT TENANTS	1,085	665	855	670	685	685	705	690	710	6,750
GRANT AWARDS (SEE PAGE #8)	-	184	900	650	920	-	-	375	190	3,219
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GOLF COURSE	200	250	290	300	215	175	75	50	30	1,585
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
FUEL FLOWAGE FEES- PSM	-	-	25	25	25	30	25	30	30	190
PAY FOR PARKING- PSM	-	-	-	-	-	50	50	50	50	200
SKYHAVEN AIRPORT	15	15	17	17	15	15	14	15	14	136
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	-	-
	1,725	1,409	2,382	2,087	2,155	1,250	1,294	1,504	1,319	15,125
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	495	515	525	560	540	525	515	530	540	4,745
CAPITAL- GRANT RELATED (SEE PAGE #4)	1,031	1,351	275	100	130	170	100	100	100	3,357
CAPITAL- NONGRANT (SEE PAGES #5-#7)	509	1,321	10	12	200	470	243	95	465	3,325
OPERATING EXPENSES	310	400	375	350	350	300	315	515	300	3,215
MUNICIPAL SERVICE FEE	-	1,290	-	21	-	-	-	1,290	-	2,601
LONG TERM DEBT RETIREMENT	-	-	-	-	-	-	-	-	116	116
	2,345	4,877	1,185	1,043	1,220	1,465	1,173	2,530	1,521	17,359
NET CASH FLOW	(620)	(3,468)	1,197	1,044	935	(215)	121	(1,026)	(202)	(2,234)
CLOSING FUND BALANCE	4,960	1,492	2,689	3,733	4,668	4,453	4,574	3,548	3,346	3,346

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

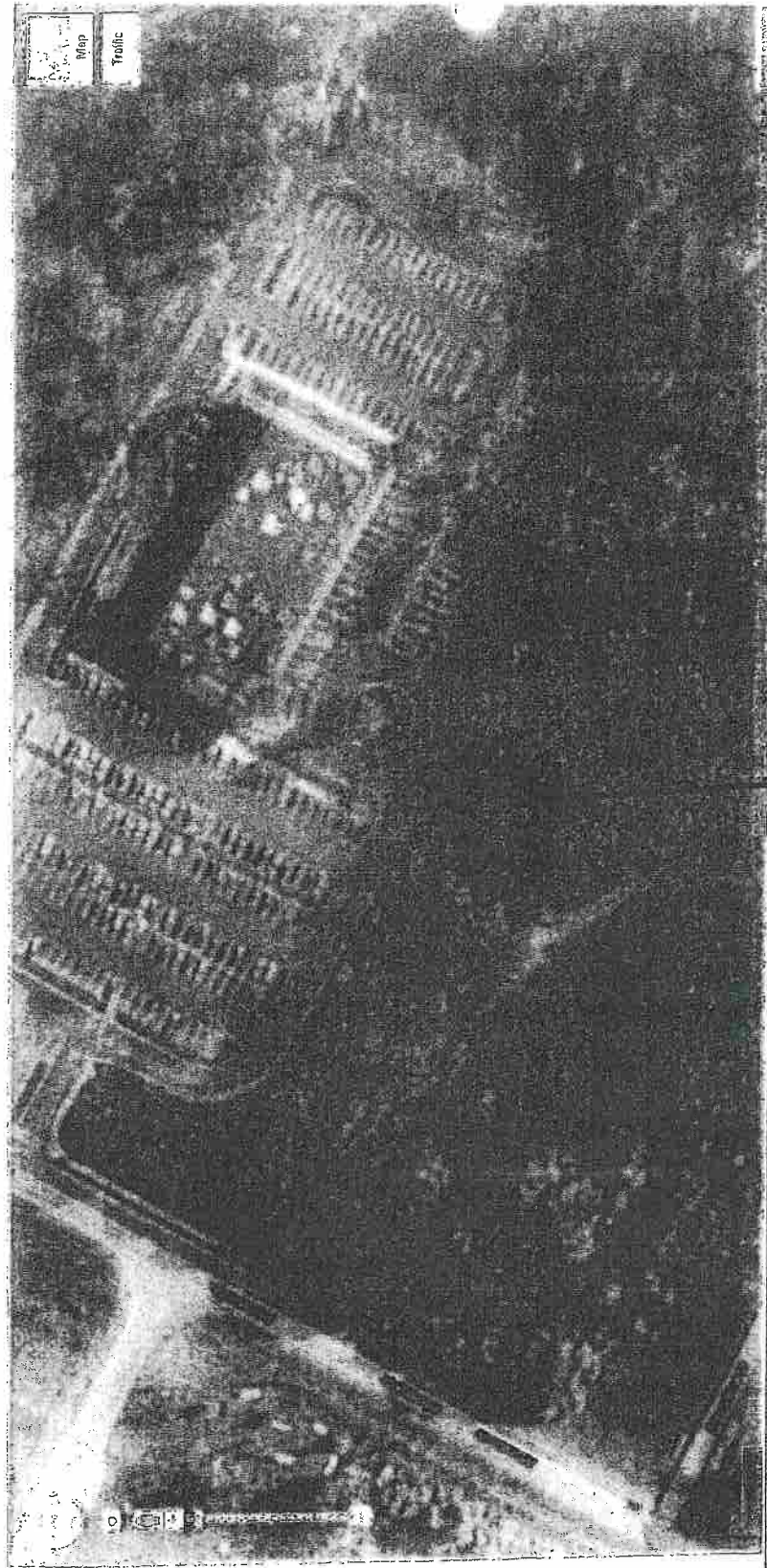
	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
AIR NATIONAL GUARD TAXIWAY	500	400	-	-	-	-	-	-	-	900
OBSTRUCTION MITIGATION- CONSTRUCT	200	79	200	-	-	-	-	-	-	479
RUNWAY 16-34 DESIGN	200	200	75	100	30	170	-	-	-	775
OBSTRUCTION- DESIGN PHASE	40	-	-	-	-	-	-	-	-	40
TERMINAL IMPROVEMENT PLANNING	75	165	-	-	-	-	-	-	-	240
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	100	-	100	100	100	400
	<u>1,015</u>	<u>844</u>	<u>275</u>	<u>100</u>	<u>130</u>	<u>170</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>2,834</u>
SKYHAVEN AIRPORT										
TAXILANE PAVEMENT (CONSTRUCTION)	16	14	-	-	-	-	-	-	-	30
ROTARY PLOW **	-	493	-	-	-	-	-	-	-	493
	<u>16</u>	<u>507</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>523</u>
	<u>1,031</u>	<u>1,351</u>	<u>275</u>	<u>100</u>	<u>130</u>	<u>170</u>	<u>100</u>	<u>100</u>	<u>100</u>	<u>3,357</u>

NOTE:
** PENDING BOARD APPROVAL

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Google Maps Newington, 100 Abercorn Drive, NH



PREMISES

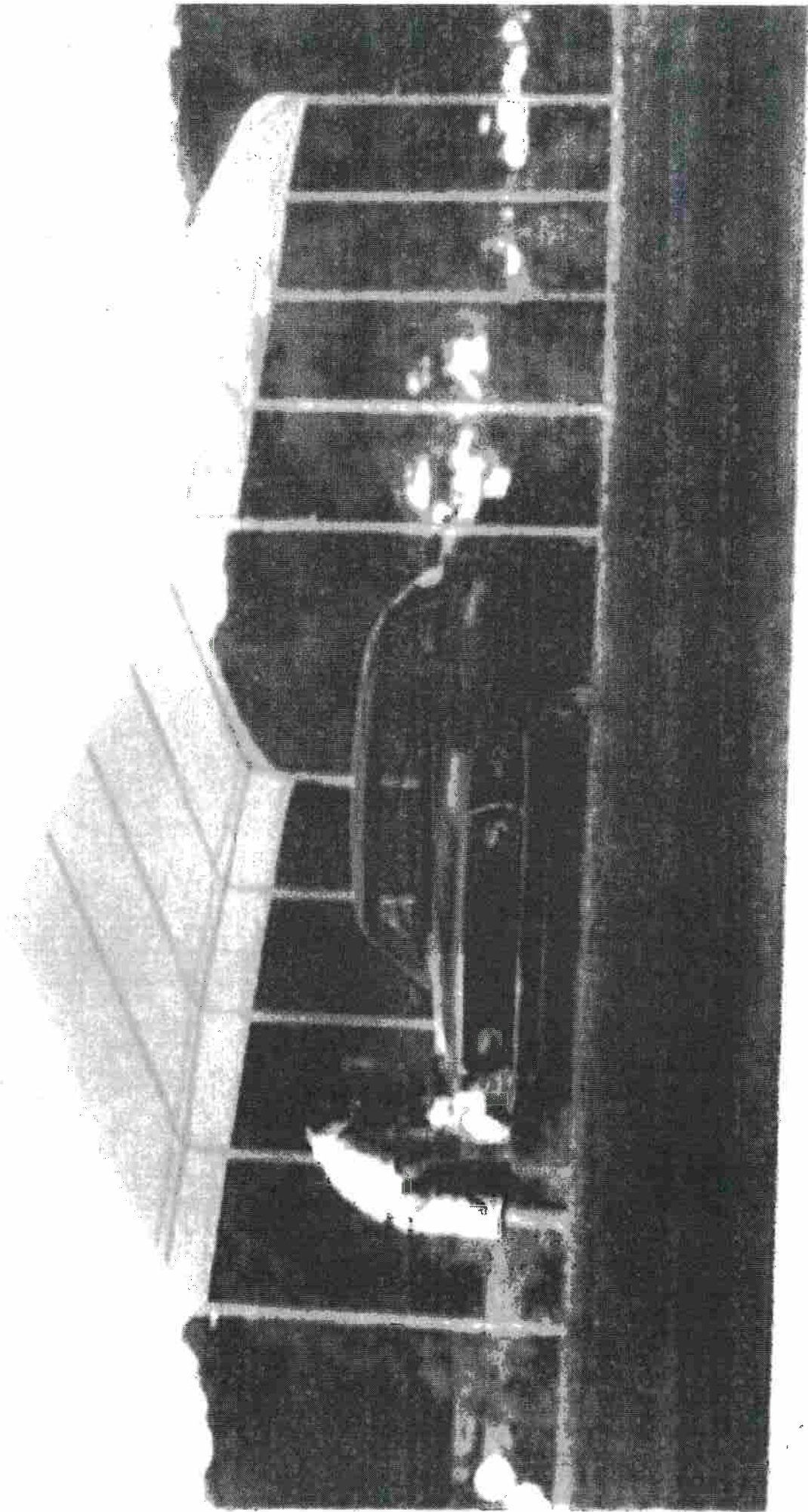
100 ABERCORN DRIVE
 NEWINGTON, NH 03801

Street address:
 100 Abercorn Drive, Newington, NH 03801
 Coordinates: 42.898572, -71.020000
 Location: Newington, NH
 Map data © OpenStreetMap contributors, Imagery © Mapbox

ANNUITY LIFE
 What You Most Fear About Annuities,
 to Not Get Ripped Off.
 www.annuity.cc

David March
Long Term Care Partners, LLC
May 8, 2018
Page 5

EXHIBIT "B"
SUN SHELTER



April 25, 2018

Daniel Plummer
Two International Group, LLC
1 New Hampshire Avenue
Portsmouth, NH 03801

Re: Right of Entry – 100 New Hampshire Avenue
Pease International Tradeport, Portsmouth, NH

Dear Dan:

This letter will authorize Two International Group, LLC (“TIG”) and/or its agents and contractors, to enter upon the premises shown in the attached Exhibit A (the “Premises”) for the period beginning April 25, 2018 through July 31, 2018 for inspection purposes. *Subject to Section 7 of this ROE*, such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other inspection or evaluation of the Premises you deem necessary. This Right of Entry will expire at the close of business on July 31, 2018, unless otherwise extended by agreement of TIG and Pease Development Authority.

This authorization is conditioned upon the following:

1. TIG providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter or summary with respect to conditions found at the Premises.
2. TIG’s agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. TIG expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of TIG’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. TIG further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney’s fees arising out of TIG’s use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

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

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

4. TIG obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent.

5. TIG's agreement to restore said premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

6. TIG's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises. TIG acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

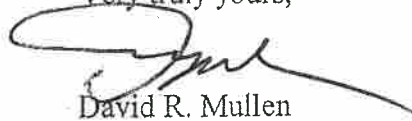
7. TIG's agreement herein that in Areas of Special Notice ("ASN"), as identified by the U.S. Air Force, EPA and NHDES, any testing work or construction plans requiring excavation are subject to Air Force approval prior to the excavation(s) being initiated. The party proposing the testing work or construction is required to have a Construction Work Plan in place and to follow the Pease Health and Safety Plan (HASP) during all excavation activities. In addition, a Request for Construction Approval must be filed with the Air Force, through the PDA, no later than 60 days prior to the anticipated testing work or construction start date. This request must include as a minimum, a full description of the proposed testing work or construction (plans, specifications, CWP, etc.), and identify the potential for encountering contaminated soil and/or groundwater. TIG acknowledges that the Premises is located in an ASN. Excavated material may not be removed from the site but must be returned to its original location or relocated within the ASN on the site.

Mr. Daniel Plummer
Two International Group, LLC
April 25, 2018
Page 3

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

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

Very truly yours,



David R. Mullen
Executive Director

DRM/smg

Agreed and accepted this 7th day of May, 2018.

TWO INTERNATIONAL GROUP, LLC

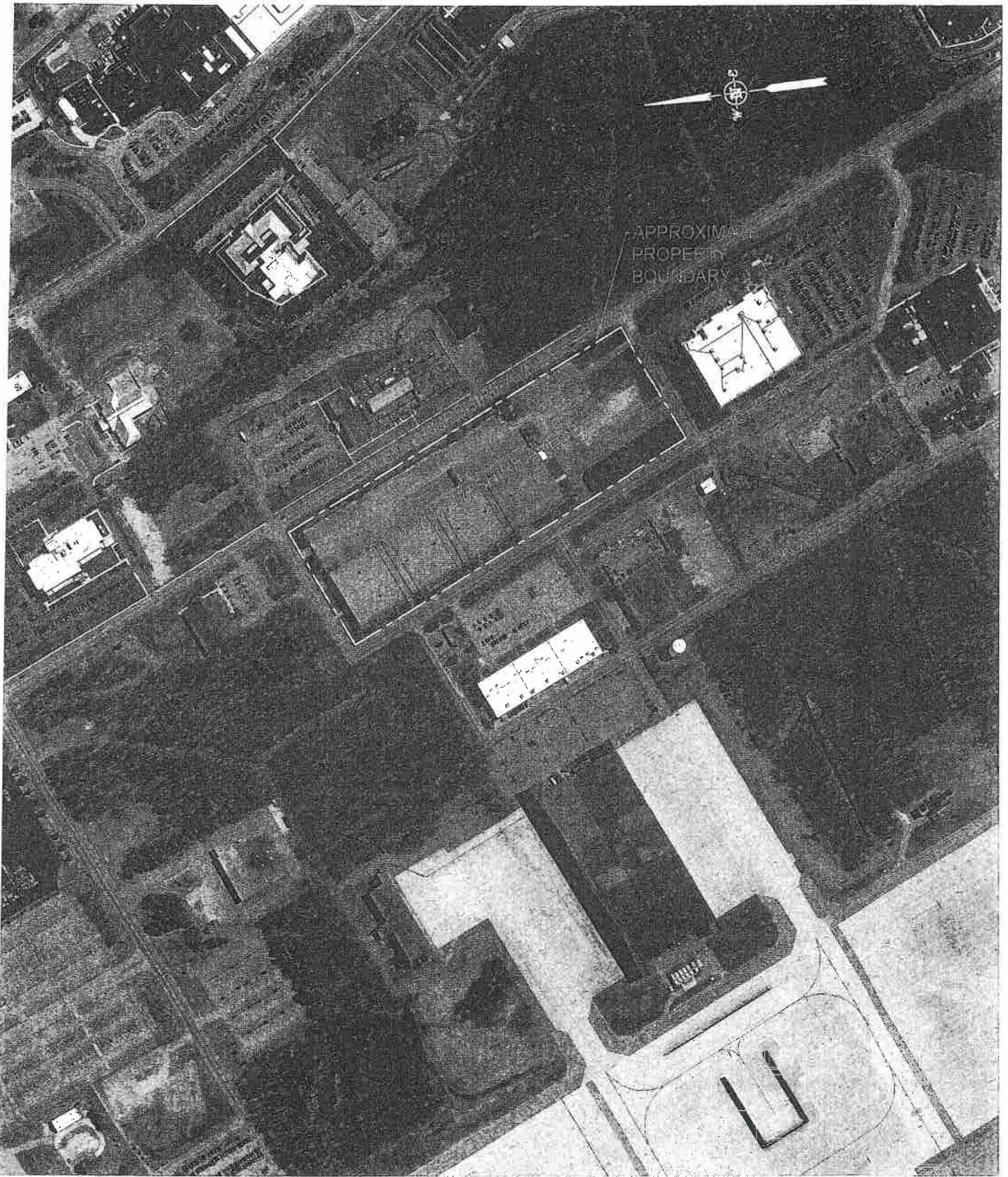
By: 
Duly authorized

Print Name: Daniel L. Plummer

Mr. Daniel Plummer
Two International Group, LLC
April 25, 2018
Page 4

EXHIBIT "A"

PREMISES



100 NEW HAMPSHIRE AVE SITE PLAN

DESIGNED BY: MRM

DATE: 6/1/15

SCALE: 1"=400'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New England Seacoast Region Chapter 225 of the Experimental Aircraft Association (EAA) at Skyhaven Airport for the purpose of staging and hosting EAA 225 Young Eagle Flight Rally events through December 31, 2018; all in accordance with the Right of Entry dated May 1, 2018, attached hereto.

N:\RESOLVES\2018\ROE EEA 0518.docx

May 1, 2018

EAA Chapter 225
c/o Gerard Peterson
523 Ridge Road
Middleton, NH 03887-6221

**Re: Right of Entry - EAA 225 Young Eagle Flight Rally
Skyhaven Airport, Rochester, New Hampshire**

Dear Mr. Peterson:

This Right of Entry will authorize the New England Seacoast Region Chapter 225 of the Experimental Aircraft Association and its agents (collectively "EAA 225") to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the "Premises") as shown on Exhibit A for the purpose of staging and hosting EAA 225 Young Eagle Flight Rally events (the "events") and for no other use without the express written consent of the Pease Development Authority ("PDA").

This Right of Entry shall be valid through December 31, 2018 and shall terminate at midnight on December 31, 2018 (the "Term").

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

This authorization is conditioned upon the following:

1. EAA 225 understands and acknowledges that for each specific period of use requested during the Term, EAA 225 shall coordinate with and shall obtain prior approval from the Pease Development Authority Airport Management Department for use of the Premises.

EAA 225 understands and agrees that it will not enter the Premises or conduct events during the Term of this Right of Entry without the express prior approval of PDA.

2. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of the EAA 225's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them if such damage is caused by the negligence of EAA 225.

3. EAA 225's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. EAA 225 expressly waives all claims against PDA and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry, unless such loss, damage, injury or death is caused by the negligence of PDA or the State of New Hampshire. EAA 225 further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of EAA 225's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. EAA 225 understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

5. EAA 225 agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry if such loss, damage of injury is caused by the negligence of EAA 225.

6. EAA 225 providing to the Pease Development Authority satisfactory evidence of commercial general liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00), naming PDA and the State of New Hampshire as additional insureds.

Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain: (i) a provision that no act or omission of any employee, officer or agent of the EAA 225, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA; (iii) provide that the insurer shall have no right of subrogation against PDA or 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 carried by PDA or the State of New Hampshire.

7. EAA 225's agreement to secure all necessary municipal and/or local permits prior to each event.

8. EAA 225's agreement to leave the Premises in the same or better condition as existed at the time of the event.

9. EAA 225's agreement to coordinate the management of the events with appropriate local law enforcement officials, as the same may be required, and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event attendees.

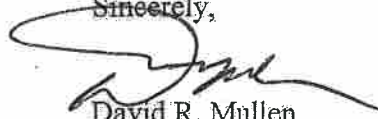
10. EAA 225's agreement to coordinate the placement of signs, including directional signs, with the PDA's Airport Management Department prior to the placement of any signs at Skyhaven; and to secure permission from the New Hampshire Department of Transportation to place event signs along Route 108. EAA 225's agrees to remove all signs placed at Skyhaven at the end of the Right of Entry period.

11. EAA 225's agreement to provide a sufficient number of portable toilets for use by participants during each event if so required in the discretion of the Airport Manager or his designee.

12. EAA 225's agreement that by 12:00 p.m. on the day following an event, all waste containers and portable toilets that were placed on the Premises for use during the event will be removed from the Premises.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the EAA 225 to the terms of this Right of Entry and return the same to me in advance of the first event.

Sincerely,



David R. Mullen
Executive Director

Agreed and accepted this 2 day of May, 2018

New England Seacoast Region Chapter 225
of the Experimental Aircraft Association

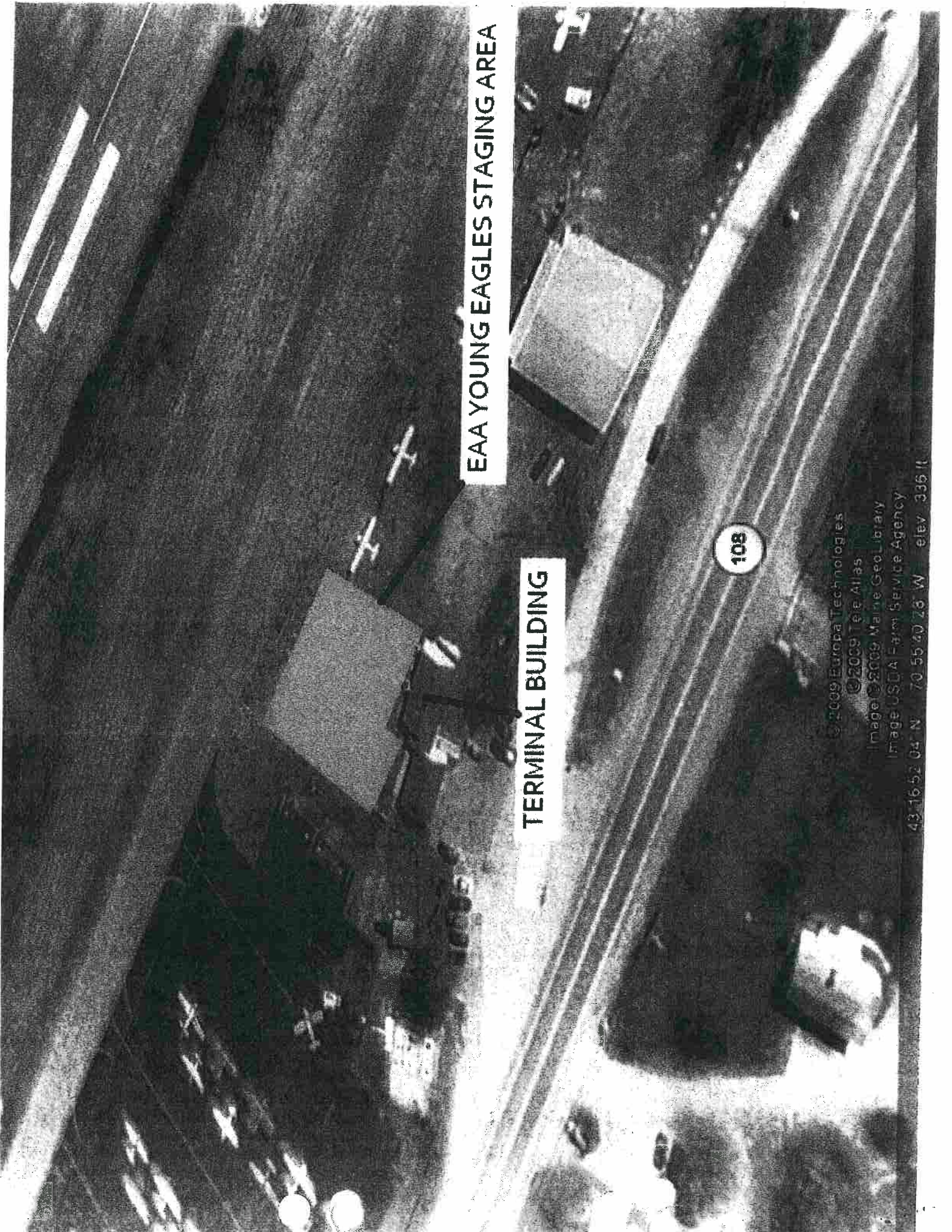
By: Gerard R. Peterson
Duly Authorized

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

EAA Chapter 225
Gerard Peterson
May 1, 2018
Page 4

EXHIBIT A

PREMISES



EAA YOUNG EAGLES STAGING AREA

TERMINAL BUILDING

108

© 2009 Europa Technologies
© 2009 Te e Alias
Image © 2009 Maine Geolibray
Image USA Farm Service Agency
43.16.52.04 N 70.55.40.23 W elev 336 ft

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with the New England Aerobatic Club for the purpose of holding periodic airplane aerobatic practices at Skyhaven Airport through December 31, 2018; all in accordance with the Right of Entry dated May 4, 2018, and attached hereto.

N:\RESOLVES\2018\ROE NEAC 0518.docx

May 4, 2018

IAC Chapter 35
New England Aerobatic Club
c/o Farrell Woods
162 Bush Hill Road
Hudson, NH 03051

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
New England Aerobatic Club**

Dear Mr. Woods:

This Right of Entry will authorize the New England Aerobatic Club (Chapter 35 - International Aerobatic Club) ("NEAC") to use the facilities at Skyhaven Airport (the "Premises") for the purpose of conducting, at its sole risk, airplane aerobatic practice sessions within the aerial practice box area approved of by the Federal Aviation Administration ("FAA"), and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall be valid through December 31, 2018 between the hours of 8:00 a.m. through 6:00 p.m. and shall terminate at 6:00 p.m. on December 31, 2018 (the "Term"). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to the terms and conditions of the Certificate of Waiver or Authorization issued by the FAA's Flight Standards District Office in Portland, ME, and (d) subject to such rules and regulations as the PDA may prescribe from time to time.

In the event NEAC is authorized to use the Premises on a Sunday during the Term of this Right of Entry, permission will be granted subject to the requirement that it may not commence practice sessions prior to 12:00 p.m. and must conclude such sessions by 6:00 p.m. This Right of Entry shall terminate at 6:00 pm on the date each practice is held.

1. NEAC understands and acknowledges that for each specific period of use requested during the Term, NEAC shall coordinate with and shall obtain prior approval from the Pease Development Authority Airport Management Department for use of the Premises.

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

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

3. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of NEAC's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them, if such damage is caused by the negligence of NEAC.

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

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

Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain: (i) a provision that no act or omission of any employee, officer or agent of NEAC 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 (except in situations involving the non-payment of a premium, in which case a 10 day notice will be accepted); (iii) a provision that any liability insurance coverage required to be carried by NEAC shall be primary and non-contributing with respect to any insurance carried by PDA; and (iv) a waiver of subrogation in favor of the Pease Development Authority.

New England Aerobatic Club
May 4, 2018
Page 4

Agreed and accepted this ___ day of _____, 2018

New England Aerobatic Club

By: _____
Duly Authorized

Its: _____
President

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

New England Aerobatic Club
May 4, 2018
Page 5

EXHIBIT A

Operational Guidelines and Restrictions

OPERATIONAL GUIDELINES AND RESTRICTIONS

NEW ENGLAND AEROBATIC CLUB

RIGHT OF ENTRY

- Aircraft holding should be at least 3,600'
- Allow breaks in flying to ease the noise on local community
- No flying before Noon is allowed on Sundays so as to not disrupt church services

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby approves of and consents to extending the Right of Entry (“ROE”) with AMEC Foster Wheeler Environment & Infrastructure, Inc. for the purpose of utilizing 3,200 square feet within the premises at 35 Airline Avenue for storing well testing equipment and associated materials. The extension is effective from June 1, 2018 through December 31, 2018; all on substantially the same terms and conditions as set forth in the Extension of Right of Entry dated May 8, 2018, attached hereto.

N:\RESOLVES\2018\ROE-AMEC 0518.docx

May 8, 2018

By Email Only (joe.malone@amecfw.com)

Charles H. Lyman
Senior Project Scientist
AMEC Foster Wheeler Environment & Infrastructure, Inc.
511 Congress Street
Portland, ME 04101

Re: Extension of Right of Entry - 35 Airline Avenue
Pease International Tradeport, Portsmouth, NH

Dear Mr. Lyman:

This letter will authorize AMEC Foster Wheeler Environment & Infrastructure, Inc. ("AMEC") and/or its agents and contractors to continue to use and enter upon the premises located at 35 Airline Avenue in Portsmouth, NH (the "Premises") for the period beginning June 1, 2018 through December 31, 2018 for the purpose of utilizing 3,200 square feet within the Premises, at its sole risk, for storage of well testing equipment and associated materials; and for no other use without the prior express written consent of Pease Development Authority ("PDA"). This Right of Entry will expire at midnight on December 31, 2018, unless otherwise extended by agreement of AMEC and PDA.

AMEC acknowledges that Enterprise Rent A Car Company of Boston, LLC ("Enterprise") will be permitted to use space outside of the facility as shown on Exhibit A (attached). AMEC also acknowledges that Enterprise will be permitted to install its own electrical meter or use electrical power from the building on a pro rata basis, which Enterprise and AMEC agree to work out as may be required.

All other terms and conditions of the Right of Entry dated December 18, 2015, as amended, shall remain in full force and effect and continue to be binding upon AMEC, including PDA's right to terminate with thirty days written notice to AMEC. Please sign and return your consent to the continuation of the Right of Entry pursuant to the terms and conditions as described herein.

Charles H. Lyman
AMEC Foster Wheeler Environment & Infrastructure, Inc.
May 8, 2018
Page 2

This option to extend is subject to the approval of the PDA Board of Directors at its next meeting which will be held on May 17, 2018.

Very truly yours,

David R. Mullen
Executive Director

DRM/smg

cc: Mark H. Gardner, Deputy General Counsel

Agreed and accepted this _____ day of _____, 2018

AMEC Foster Wheeler Environment & Infrastructure, Inc.

By: _____
Duly Authorized

Its: _____

Charles H. Lyman
AMEC Foster Wheeler Environment & Infrastructure, Inc.
May 8, 2018
Page 3

EXHIBIT "A"

PREMISES



Exhibit Depicting Enterprise Work
Area at 35 Airline Ave

DESIGNED BY: MRM

DATE: 5/10/17

SCALE: 1"=100'

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute the Right of Entry ("ROE") with Jalbert Leasing, Inc. d/b/a C & J Bus Lines ("C & J") of Portsmouth, NH for the purpose of parking C & J customer vehicles. The ROE is effective from May 1, 2018 through April 30, 2019; all in accordance with the Right of Entry dated May 9, 2018, attached hereto.

N:\RESOLVES\Resolves\2018\ROEJalbert 0518.docx

May 9, 2018

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

Re: Right of Entry for Use of Parking Area
2 Lots - Hampton Street, Portsmouth, NH

Dear Mr. Jalbert:

This letter will authorize C & J Bus Lines ("C&J") to use and to enter upon and utilize two parking lots situated on Hampton Street, Portsmouth, New Hampshire as shown on the attached Exhibit A (the "Premises") for the period commencing May 1, 2018 through midnight April 30, 2019 for the purposes of parking C&J customer vehicles on a valet basis only. The privileges granted under this Right of Entry will expire at midnight on April 30, 2019, unless extended by C&J's exercise of the option. Please note that this ROE is subject to approval of the Pease Development Authority ("PDA") Board of Directors which will next meet on May 17, 2018.

This authorization is conditioned upon the following:

1. C&J's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. C&J expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of C&J's and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. C&J further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of or related to C&J's, and its employees, agents, patrons, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

2. C&J understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C&J Bus Lines
May 9, 2018
Page 2

termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

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

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of C&J which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of C&J that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

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

5. C&J agrees the vehicles may be parked in the areas depicted in Exhibit A. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for PDA operations. C & J further agrees to vacate Lot 1 after receiving 30 days' notice by the PDA and vacate Lot 2 after receiving 60 days' notice by the PDA.

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

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

8. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of C&J's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C&J Bus Lines
May 9, 2018
Page 3

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

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

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

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

Lot 1	Hampton Street South	0.90 acres	\$1,143.45/mo.
Lot 2	Hampton Street North	0.89 acres	<u>\$1,130.75/mo.</u>
		Total	\$2,274.20/mo.

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

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

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C&J Bus Lines
May 9, 2018
Page 4

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

Very truly yours,

David R. Mullen
Executive Director

Agreed and accepted this ____ day of _____, 2018

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

By: _____
duly authorized

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C&J Bus Lines
May 9, 2018
Page 5

EXHIBIT "A"

PREMISES



Satellite Parking for C&J

DESIGNED BY: MRM

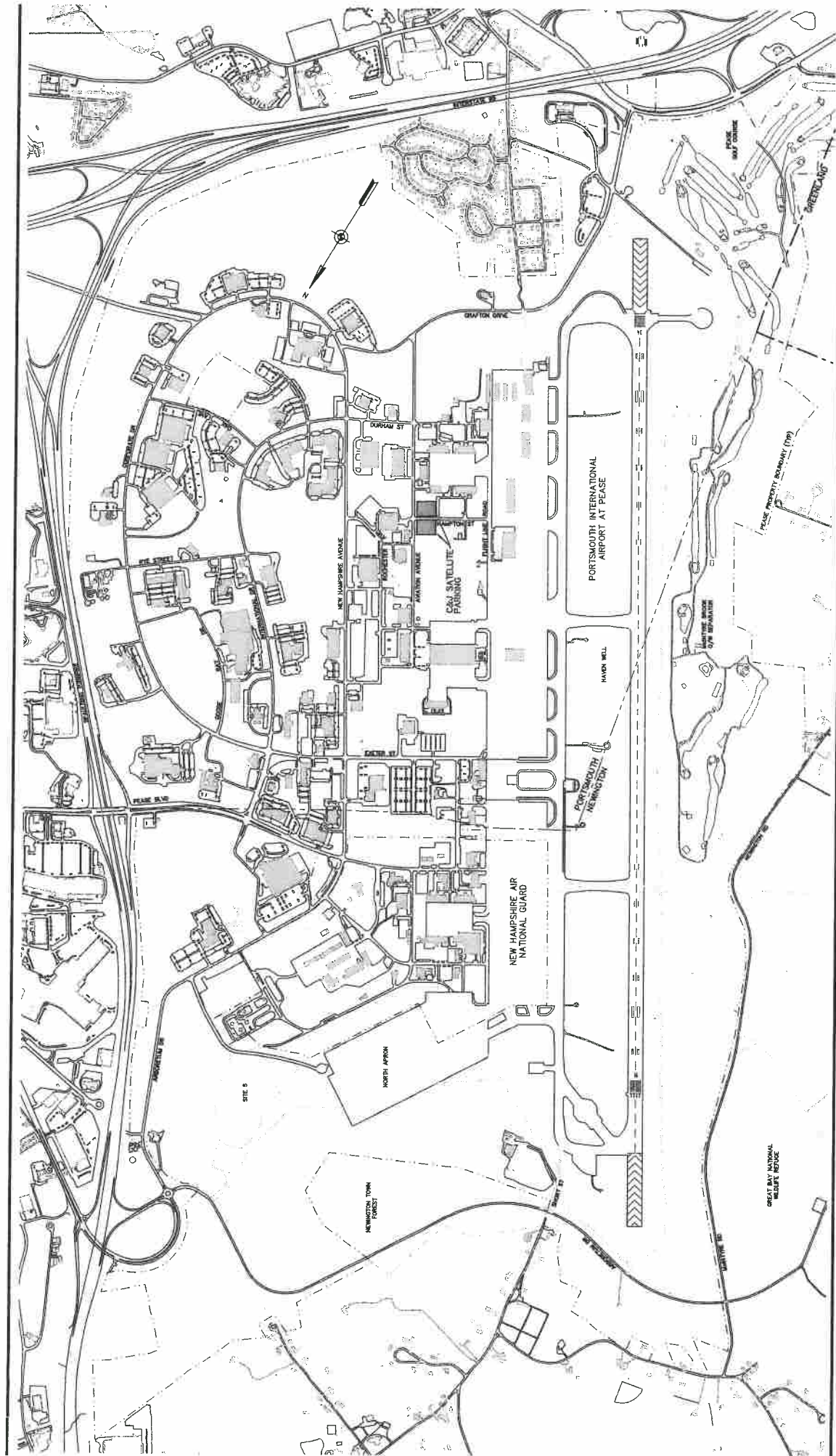
DATE: 5/9/18

SCALE: 1"=100'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



DESIGNED BY: MRM DATE: 5/9/18 SCALE: 1"=1200'

Vicinity Plan for C&J Satellite Parking

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to complete negotiations with the Federal Aviation Administration (“FAA”) and to enter into a Memorandum of Understanding for the access, installation, operation and maintenance of various aviation navigational equipment; substantially in accordance with the memorandum of understanding, attached hereto.

N:\RESOLVES\2018\MOU-FAA 0518.docx

MEMORANDUM

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

Cc: Paul Brean, Airport Director

From: Mark H. Gardner, Deputy General Counsel *MHG*

Re: Memorandum of Understanding - FAA Navigation Equipment

Date: May 9, 2018

On May 12, 1998, Pease Development Authority (PDA) entered into a twenty (20) year lease with the Federal Aviation Administration (FAA) for the access, installation, operation and maintenance of various aviation navigational equipment at the airport. The FAA is the owner of the equipment and maintains it for the benefit of the airport. Over time the lease has been amended to include additional equipment. In view of the fact that the lease is set to expire on May 11, 2018, the FAA has requested that PDA enter into another twenty (20) year Memorandum of Agreement ("MOA") for the existing equipment.

The proposed MOA will be for the purposes set forth below and include the following equipment:

- a. Access to and maintenance of a Remote Transmitter/Receiver Facility;
- b. Access to and maintenance of the MALSR on Runways 16 and 34;
- c. Access to and maintenance of an Instrument Landing System-Glide Slope and Localizer; and
- d. Access to and maintenance of a VOR-TACAN facility.

The proposed MOA will run another twenty (20) years and is provided to the FAA on a no-fee basis.

Please request approval from the Board of Directors at its May 17, 2018 meeting to enter into an agreement with the FAA upon substantially similar terms and conditions set forth in the attached draft Memorandum of Understanding.

MEMORANDUM OF AGREEMENT (MOA)

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

[PEASE DEVELOPMENT AUTHORITY INSERT AIRPORT OWNER'S NAME]

MOA No. 69XXX-18-L-XXXXX

[Insert other information, if applicable]

SECTION 1 - OPENING

6.1.1-1 Preamble (JAN 2017)

This Agreement is made and entered into by the ~~[insert Airport Authority's/Owner official name]~~ Pease Development Authority, hereinafter referred to as "PDA" or "Airport", for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the "FAA".

6.1.3-1 Witnesseth (JAN 2017)

Whereas, the parties listed above have entered into an Airport Improvement Grant Agreements; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Portsmouth International Airport at Pease ~~[insert Airport's official name]~~ Airport.

Whereas, this agreement supersedes or succeeds [Lease No. DTFAXX-XX-L-XXXXX] and all other previous agreements between the parties for the property described in this document.

Now, therefore, the parties mutually agree as follows:

SECTION 2 - TERMS

6.2.1-1 Purpose (APR 2005)

It is understood and agreed that the use of the herein described premises, known as ~~[insert Airport's official name]~~ Portsmouth International Airport at Pease Airport, shall be related to the FAA's activities in support of Air Traffic Operations.

6.2.5-1 Terms and Conditions (JAN 2012)

It is mutually understood and agreed that the Airport requires FAA ~~[Enter navigation aid facilities (MOA)]~~ access to and the use of the navigational equipment described in Exhibit _____ to this MOA in order to operate their business and that the FAA may require additional navigation, communication and weather aid facilities] at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on [insert start date] and continuing through [insert expiration date]. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Portsmouth International Airport at Pease, ~~[insert Airport's official name]~~; to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

6.2.6 Consideration - No Cost (AUG 2002) - Alternate I (AUG 2002)

The ~~Government~~ FAA shall pay the ~~[Enter Lessor, Grantor, or Airport]~~ no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the ~~Government~~ FAA herein are in consideration of the obligations assumed by the ~~Government~~ FAA in its establishment, operation and maintenance of facilities upon the premises hereby leased.

6.2.9 FAA Facilities (APR 2005)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities".

SECTION 3 - GENERAL CLAUSES

3.2.5-1 RE Officials Not to Benefit (APR 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

6.3.5 Title to Improvements (APR 2005)

Title to the improvements constructed for use by the FAA during the life of this Agreement shall be in the name of the FAA.

6.3.6 Funding Responsibility for FAA Facilities (JAN 2017)

The Airport agrees that any and all Airport requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Airport improvements or changes will be at the expense of the Airport. In the event that the Airport requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Airport will immediately correct the interference issues at the Airport's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Lease Agreement.

6.3.18 Non-Restoration (JUL 2017) - Alternate I (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Agreement), the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this Agreement, including any holdover period. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

6.3.25 Quiet Enjoyment (OCT 1996)

The ~~Lessor~~ PDA warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.28-2 Interference with FAA Operations (JAN 2017)

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or nature within the Airport's boundaries that the FAA determines may interfere with the proper operation of the facilities installed by the FAA. The FAA and the Airport agree that such action(s) would not be in the best interest of the Airport or the FAA.

6.3.36 Subordination, ~~Nondisturbance and Attornment~~ (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this ~~Lease~~ MOA is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises including, but not limited to the Quitclaim Deeds from the US Air Force to PDA made and entered into on October 15, 2003 and September 16, 2005 (the "Deeds"), and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this ~~Lease~~ MOA. Based on a written demand received by the ~~RECO~~, PDA the ~~Government~~ FAA will review and, if acceptable, execute such instruments as ~~Lessor~~ PDA may reasonably request to evidence further the subordination of this ~~Lease~~ MOA to any existing Deeds from the US Air Force or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining

property owned in whole or in part by LessorPDA if such easement does not interfere with the full enjoyment of any right granted the GovernmentFAA under this LeaseMOA.

~~B. PROBABLY NOT APPLICABLE No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.~~

~~C NOT -APPLICABLE. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.~~

~~D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's or rightsPDA's rights as a sovereign.~~

6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)

~~If the OwnerPDA sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the GovernmentFAA shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the OwnerPDA or OwnerPDA's successors, heirs, representatives, assignees, or trustees shall provide the GovernmentFAA copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.~~

SECTION 4 - FINANCIAL CLAUSES - Not applicable

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSES - Not applicable

SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES - Not applicable

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES - Not applicable

SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES

6.8.1 Hazardous Substance Contamination and Environmental Protection (JUL 2017)

~~The responsibilities of the Parties are set forth in Exhibit B to this MOA. The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's "facilities" covered by this~~

Agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U.S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

SECTION 9 - SECURITY CLAUSES - Not applicable Insert AIRPORT ACCESS

FAA shall ensure that its agents and contractors comply with all Airport and Transportation Security Administration ("TSA") security requirements and is required to inform the PDA's Airport Management Department when contractors will be on site conducting work authorized under this MOA. FAA acknowledges that the property is in the Security Identification Display Area (SIDA) at the Airport. Designated representatives of FAA will be required to obtain airport SIDA badges and qualify as escorts in order for representatives, employees and agents of FAA to gain access to and remain in the SIDA. While in the SIDA, escort procedures per the requirements of the Airport's Security Program must be met. Prior to accessing the Premises, all persons who are going to obtain a SIDA badge must undergo criminal history check, and pass a TSA security threat assessment, and attend a training class that is offered no more than two times a month and pay any applicable fees. Information regarding escort requirements can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Thursday, 8:00 a.m. to 5:00 p.m. and 8:00 a.m. to 4:00 p.m. on Fridays. No representative, employee or agent of the FAA will be allowed in the SIDA without escorts meeting the requirements of the PSM's Security Program.

FAA is responsible for maintaining airport security requirements for SIDA badges and for facilities that provide direct or indirect access to the airfield. Any TSA fines incurred by the PDA due to FAA's actions or inaction will be fully reimbursed by the FAA. FAA acknowledges that PDA retains the right to enter FAA's MOA areas where security inspections are conducted.

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017) - Alternate I (JUL 2017)

All notices/correspondence shall be in writing, reference the MOA number [insert the PO number of the MOA], and be addressed as follows:

TO THE AIRPORT OWNER:

[Insert Owner's Name]

[Insert correspondence address]

[insert city, ST, Zip code]

TO THE GOVERNMENT

Federal Aviation Administration

Real Estate & Utilities Group, [insert routing symbol]

[insert address]

[insert City, ST, Zip code]

6.10.3-4 MOA Signature Block (JUL 2017)

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

[INSERT AIRPORT OWNER'S OFFICIAL NAME]

By: _____

Print Name: David R. Mullen _____

Title: Executive Director _____

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: _____

Title: Real Estate Contracting Officer

Date: _____

SECTION 11 - ATTACHMENTS EXHIBITS/SPECIAL STIPULATIONS

OTHER REQUIRED SECTIONS AND / OR EXHIBITS (See following at end of MOA)

EXHIBIT C – Insurance Requirements for FAA Contactors

EXHIBIT D – Disclaimer and release

EXHIBIT E- Dispute resolution

[RECO to insert any special stipulations or conditions as an attachment]

Attachment List/Exhibit List

Number	Title	Date	Number of Pages
1	MOA List of Facilities		

SEE FOLLOWING PAGES

Dated<insert start date>

List of Facilities

MEMORANDUM OF AGREEMENT

69XXX-XX-L-XXXXX

<insert Airport's official name> AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
<insert #>	<insert facility>	<insert R/W# and ATID>	<insert #	<insert comments>
<insert #>	<insert facility>	<insert R/W# and ATID >	<insert #	<insert comments>
<insert #>	<insert facility>	<insert R/W# and ATID >	<insert #	<insert comments>

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EXHIBIT A – QUITCLAIM DEEDS AND EXHIBITS

Previously Sent

EXHIBIT B – ENVIRONMENTAL PROTECTION

ENVIRONMENTAL PROTECTION

1. FAA and any assignee of FAA shall comply with all federal, state, and local laws, regulations, and standards that are or may become applicable to the activities of FAA, its agents or assignees on the MOA Premises, including but not limited to, the applicable environmental laws and regulations identified herein, as amended from time to time.

2. FAA and any agent or assignee of FAA shall be solely responsible for obtaining at their cost and expense any environmental permits required for their operations under this MOA independent of any existing Airport permits.

3. The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA MOA Premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities and equipment covered by this Agreement.

4. Notwithstanding any other provision of this MOA, FAA does not assume any liability or responsibility for environmental impacts and damage caused by the use by the Air Force of Hazardous Substances on any portion of the Airport, including the MOA Premises. The FAA shall have no obligation to undertake the defense, remediation and cleanup, including the liability and responsibility for the costs of damages, penalties, legal and investigative services solely arising out of any claim or action in existence now, or which may be brought in the future by any person, including governmental units against the Air Force, because of any use of, or release from, any portion of the Airport (including the MOA Premises) of any Hazardous Substances prior to the Occupancy Date. Furthermore, the parties recognize and acknowledge the obligation of the Air Force to indemnify the PDA and FAA to the extent required by the provisions of Public Law No. 101-511, Section 8056.

In addition, PDA shall indemnify, defend and hold harmless FAA against and from any and all claims, judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage or disposal of Hazardous Substances, or any other action by PDA giving rise to FAA liability or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of the MOA, and the PDA's obligations hereunder shall apply whenever the FAA incurs costs or liabilities for the PDA's actions of the types described in this Article.

5. As used in this MOA, the term "Hazardous Substances" means any hazardous or toxic substance, material or waste, oil or petroleum product, which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," under New Hampshire RSA ch.147-A; (ii) defined as a "hazardous substance" under New Hampshire RSA ch.147-B; (iii) oil, gasoline or other petroleum product; (iv) asbestos; (v) listed under or defined as hazardous substance pursuant to Part Hc. P 1905 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601); and (ix) so defined in the regulations adopted and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively "Hazardous Substance Laws").

As used in this MOA, the terms "releases" and "storage" shall have the meanings provided in RSA 147-B:2, as amended, and the term "disposal" shall have the meaning provided in RSA 147-A:2.

6. PDA's rights under this MOA specifically include the right for PDA to inspect the MOA Premises and any buildings or other facilities thereon for compliance with environmental, safety, and occupational health laws and regulations, whether or not the PDA is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

7. Notwithstanding any other provision of this MOA, PDA is not responsible for any removal or containment of asbestos. If FAA and any FAA or assignee intend to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated in the plans and specifications. The asbestos disposal plan shall identify the proposed disposal site for the asbestos. In addition, non-friable asbestos which becomes friable through or as a consequence of the activities of FAA will be abated by FAA at its sole cost and expense.

8. PDA and FAA acknowledge that the Airport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. FAA 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, and Modification No. 1 thereto, effective March 18, 1993, agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the MOA Premises and that should any conflict arise between the terms of the FFA and the provisions of this MOA, the terms of the FFA will take precedence. The FAA further agrees that the PDA assumes no liability to the FAA or any FAA or assignee of FAA should implementation of the FFA interfere with their use of the MOA Premises. The FAA and its FAA(s) and assignee(s) shall have no claim on account of any such interference against the PDA or any officer, agent, employee or contractor thereof, other than for abatement of rent.

9. The Air Force, EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the FAA and any FAA or assignee, to enter upon the MOA Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with the FFA:

(1) to conduct investigations and surveys, including, where necessary, drilling, testpitting, borings and other activities related to the Pease Installation Restoration Program ("IRP") or the FFA;

(2) to inspect field activities of the Air Force and its contractors and subcontractors in implementing the IRP or the FFA;

(3) to conduct any test or survey required by the EPA or NHDES relating to the implementation of the FFA or environmental conditions at the MOA Premises or to verify any data submitted to the EPA or NHDES by the Air Force relating to such conditions;

(4) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the IRP or the FFA, including, but not limited to monitoring wells, pumping wells and treatment facilities.

10. FAA and its agents and assignees agree to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the FAA and any FAA or assignee. FAA its agents and assignees shall have no claim on account of such entries against the State as defined in Federal Facilities Agreement (which is incorporated as Exhibit F of the Quitclaim Deeds) to or any officer, agent, employee, contractor, or subcontractor thereof.

11. FAA further agrees that in the event of any authorized MOA or assignment of the MOA Premises, it shall provide to the Air Force, EPA and NHDES by certified mail a copy of the agreement of MOA or assignment of the MOA Premises within fourteen (14) days after the effective date of such transaction. FAA may delete the financial terms and any other proprietary information from any MOA or assignment submitted to the above mentioned entities.

12. The Airport air emission offsets and Air Force accumulation points for hazardous and other wastes will not be made available to FAA. FAA shall be responsible for obtaining from some other source(s) any air pollution credits that may be required to offset emissions resulting from its activities under the MOA.

13. Any permit required under Hazardous Substance Laws for the management of Hazardous Substances stored or generated by FAA or any agent or assignee of FAA shall be obtained by FAA or its agent or assignee and shall be limited to generation and transportation. Any violation of this requirement shall be deemed a material breach of this MOA. FAA shall provide at its own expense such hazardous waste storage facilities, complying with all applicable laws and regulations, as it needs for management of its hazardous waste.

14. FAA, and any FAA or assignee of FAA whose operations utilize Hazardous Substances, shall have a completed and approved plan for responding to Hazardous Substances spills prior to commencement of operations on the MOA Premises. Such plan shall be independent of, but not inconsistent with, any plan or other standard of PDA applicable to the Airport and except for initial fire response and/or spill containment, shall not rely on use of the Airport or PDA personnel or equipment. Should the PDA provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise, on request of the FAA, the FAA agrees to reimburse the PDA for its costs.

15. FAA, and any FAA or assignee of FAA, must maintain and make available to PDA, the Air Force, EPA and NHDES all records, inspection logs, and manifests that track the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. The PDA and the Air Force reserve the right to inspect the MOA Premises and the records of FAA, its agents or assignee for compliance with Federal, State, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as the discharge or releases of hazardous substances. Violations may be reported by PDA and the Air Force to appropriate regulatory agencies, as required by applicable law. The FAA, its agents or assignees shall be liable for the payment of any fines and penalties which may accrue as a result of the actions of FAA, its FAAs or assignees, respectively.

16. FAA, its agents and assignees agree to comply with the provisions of any Wetlands Management Plan in effect at Pease. FAA, its agents and assignees will minimize the destruction, loss or degradation of wetlands on the MOA Premises. FAA, its FAAs and assignees will obtain prior written approval from PDA and the Air Force before conducting any new construction in wetland areas. FAA, its agents and assignees will obtain all necessary permits or waivers under Section 404 of the Clean Water Act and the New Hampshire Fill and Dredge in Wetlands Act.

17. Prior to the development of any portion of the MOA Premises on which a wetland has been identified in the Final Supplemental Environmental Impact Statement dated August 1995 ("SEIS"), the FAA, its agents and assignees, as applicable, shall, if one has not previously been completed, perform a wetland delineation.

18. [Need PDA Engineering input, if applicable]

EXHIBIT C - INSURANCE REQUIREMENTS FOR FAA'S CONTRACTORS [TO BE REWORKED TO COMPLY WITH FAA CRITERIA]

TO: ALL SUBCONTRACTORS AND/OR AGENTS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY AT PEASE INTERNATIONAL TRADEPORT

All subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority ("PDA") before the commencement of any work on property of PDA at Portsmouth International Airport at Pease. The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage **per occurrence**; and Two million dollars **per project aggregate**.

2. Automobile Liability: One (1) million dollars automobile liability coverage.
3. Workers Compensation: Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. Environmental/Pollution Liability: As required by activities which give rise to the necessity for such coverage in a minimum amount of \$1,000,000 per occurrence and \$1,000,000 per project.
5. Professional Liability: As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA from time to time.
6. Additional Insureds: Pease Development Authority must be named as additional insured under all liability coverages.
7. Notice of Cancellation: A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
8. Waiver of Subrogation. With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
9. Primary Insurance. A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
10. Certificate Holder: Pease Development Authority
55 International Drive
Portsmouth, NH 03801

If you have any questions, please call the Pease Development Authority Legal Department at (603) 433-6348.

EXHIBIT D

DISCLAIMER AND RELEASE

The PDA shall not be responsible for damages to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the MOA Premises, or the use and occupation thereof, or for damages to the property of the FAA, or for damages to the property or injuries to the person of the FAA's officers, agents, servants or employees, or others who may be on the MOA Premises at their invitation or the invitation of any one of them unless such damage or injury is caused by the acts or omissions of the PDA.

The FAA agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the MOA Premises, or the activities conducted by the FAA under this MOA not attributable to the acts or omissions of the PDA. The FAA expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the MOA Premises or the conduct of activities or the performance of responsibilities under this MOA.


In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereinafter termed "the Act" FAA will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employee of FAA while acting within the scope of his office or employment under circumstances

where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend FAA's liability beyond that existing under the Act at the time of such act or omission or to preclude the FAA from using any defense available in law and equity.

EXHIBIT E - FAA DISPUTE RESOLUTION SYSTEM

PDA and FAA may elect to resolve disputes arising under the terms and conditions of this MOA through the FAA Dispute Resolution System, but only to the extent that such process is non-binding and results in the preservation of all other legal rights and remedies of the Parties

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: May 17, 2018
Re: Sublease between 222 International, Limited Partnership and Currency Capital, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 222 International, Limited Partnership ("222ILP") and Currency Capital, LLC ("Currency Capital") for 3,007 square feet at 195 New Hampshire Avenue, Suite 135. The 222ILP/Currency Capital sublease is for a base term of three years beginning on the date of completion of improvement on or about May 21, 2018. Currency Capital will use the 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 Lease; and
4. The proposed Sublessee is financially and operationally responsible."

Conditions one through three have been met. As to condition four, PDA relies on 222ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/222ILP Sublease.

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

MOTION

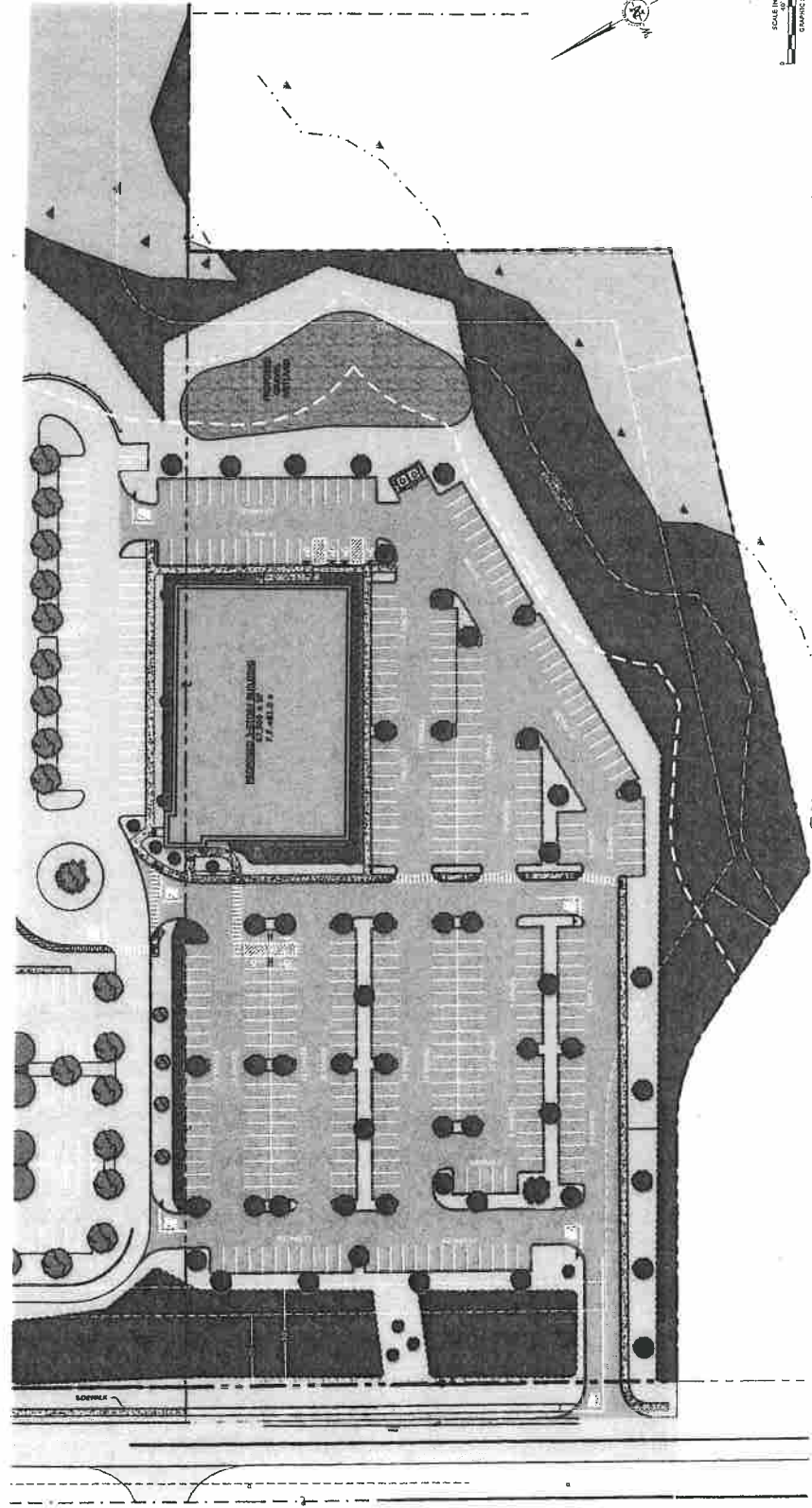
Director Lamson:

The Pease Development Authority Board of Directors hereby approves of the merger of the premises at 100 Arboretum Drive and 90 Arboretum Drive, Newington, NH and the Concept Plan for construction submitted by Farley White Pease, LLC for a portion of the premises located at 90 Arboretum Drive as shown on plans attached hereto and incorporated herein.

N:\RESOLVES\2018\FarleyWhite-Concept Plan.docx

90 ARBORETUM DRIVE
NEWINGTON, NH

PROPOSED LIMITS OF
DEVELOPMENT



Tighe & Bond
Consulting Engineers

www.tighebond.com
477 Corporate Drive
Perkinsville, New Hampshire 03801
(603) 433-8618
7/19/2017 F-0215

90 ARBORETUM DRIVE NEWINGTON, NH MASTER PLAN

SITE DATA
 ZONE: INDUSTRIAL ZONE
 PERMITTED USES: BUSINESS OFFICES

DIMENSIONAL REQUIREMENTS:

MINIMUM LOT SIZE:
 MINIMUM LOT FRONTAGE:
 FRONT YARD:
 SIDE YARD:
 REAR YARD:

PROVIDED:
 ± 1340 FT
 ± 202 FT
 ± 272 FT
 ± 237 FT

REQUIRED OFFSET DIMENSIONS:
 200 FT
 70 FT
 50 FT
 50 FT

PARKING AND LOADING REQUIREMENTS:

MINIMUM PARKING REQUIREMENTS:
 (1 SPACE FOR EVERY 4 EMPLOYEES)
 ACCESSIBLE SPACES
 (2% OF PARKING)

PROVIDED:
 939 SPACES
 22 SPACES

REQUIRED:
 615 SPACES
 13 SPACES

MINIMUM PARKING SETBACKS:
 FRONT YARD: 8 YARDS;
 MINIMUM PARKING STALL WIDTH:
 MINIMUM PARKING STALL AREA:
 MINIMUM DRIVE-WHEEL WIDTH:
 LOADING BERTHS:

PROVIDED:
 ± 26 FT
 9 FT
 8.5 FT
 24 FT

REQUIRED:
 50 FT
 12' x 20'
 180 SF (EX. AISLES)
 162 SF (8' X 16' STALLS)
 24 FT

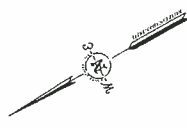
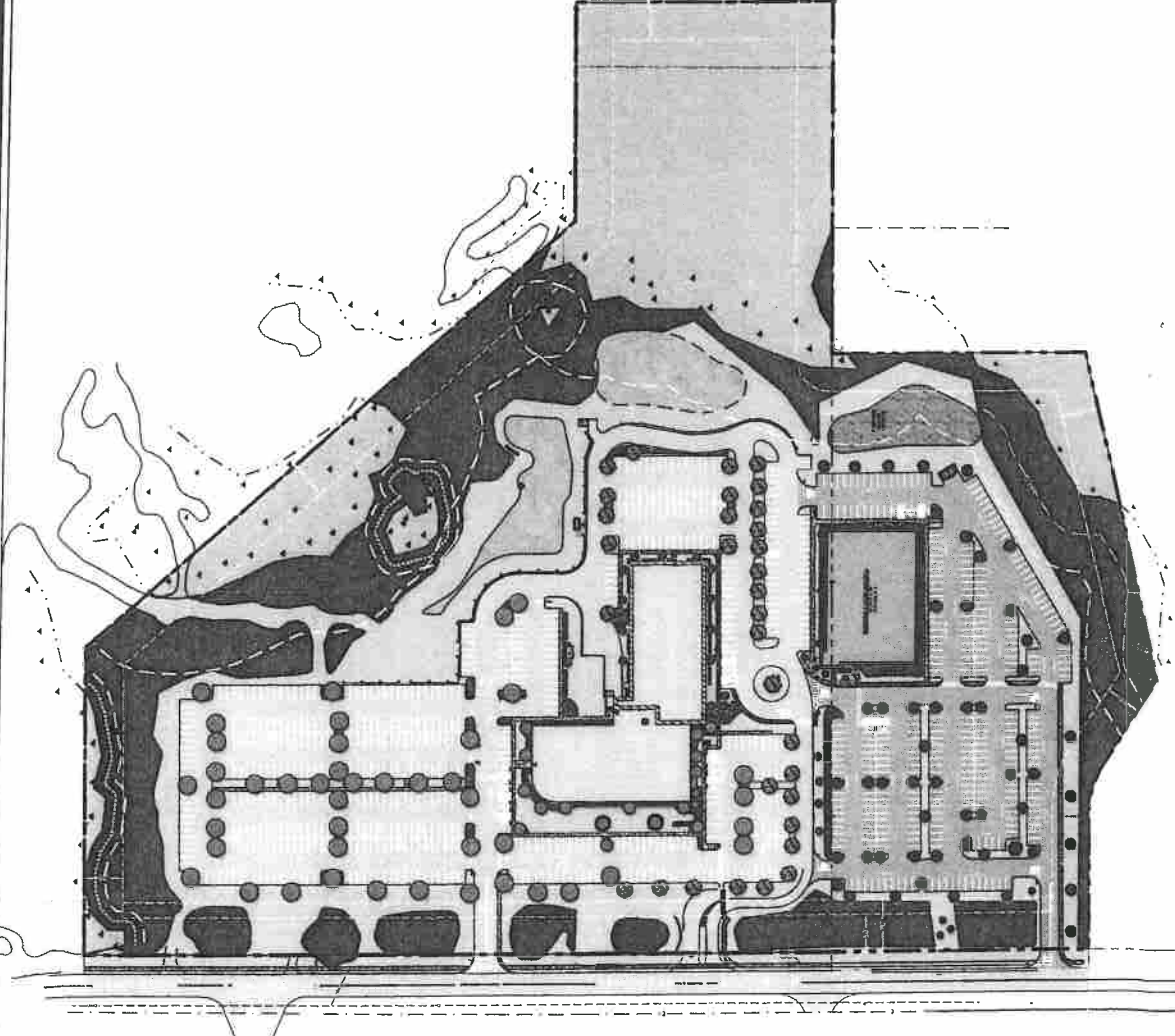
MINIMUM OFFICE SPACE:
 OFFICE/PROFESSIONAL SPACE:
 MINIMUM SIZE OF FIRST REQUIRED BERTH:
 MINIMUM SIZE OF ADDITIONAL BERTH:
 LOADING BERTH:

PROVIDED:
 1 BERTH
 12' x 20'
 12' x 45'

NOTES:
 1. ACCESSWAYS SHALL BE LOCATED NO CLOSER THAN 60 FEET TO THE CURB LINE OF AN INTERSECTING STREET.
 2. SINGLE LOT SHALL BE NO CLOSER THAN 50 FEET TO EACH OTHER AT THE FRONT OF THE PROPERTY LINE.
 3. ALL PARKING SPACES SHALL CONTAIN MORE THAN 16 PARKING SPACES IN A ROW WITHOUT THE INCLUSION OF PARKING SPACES TO BE USED AS THE SPARE SPACES IN THE PARKING SPACES IN THIS ROW.

GREEN SPACE CALCULATION:

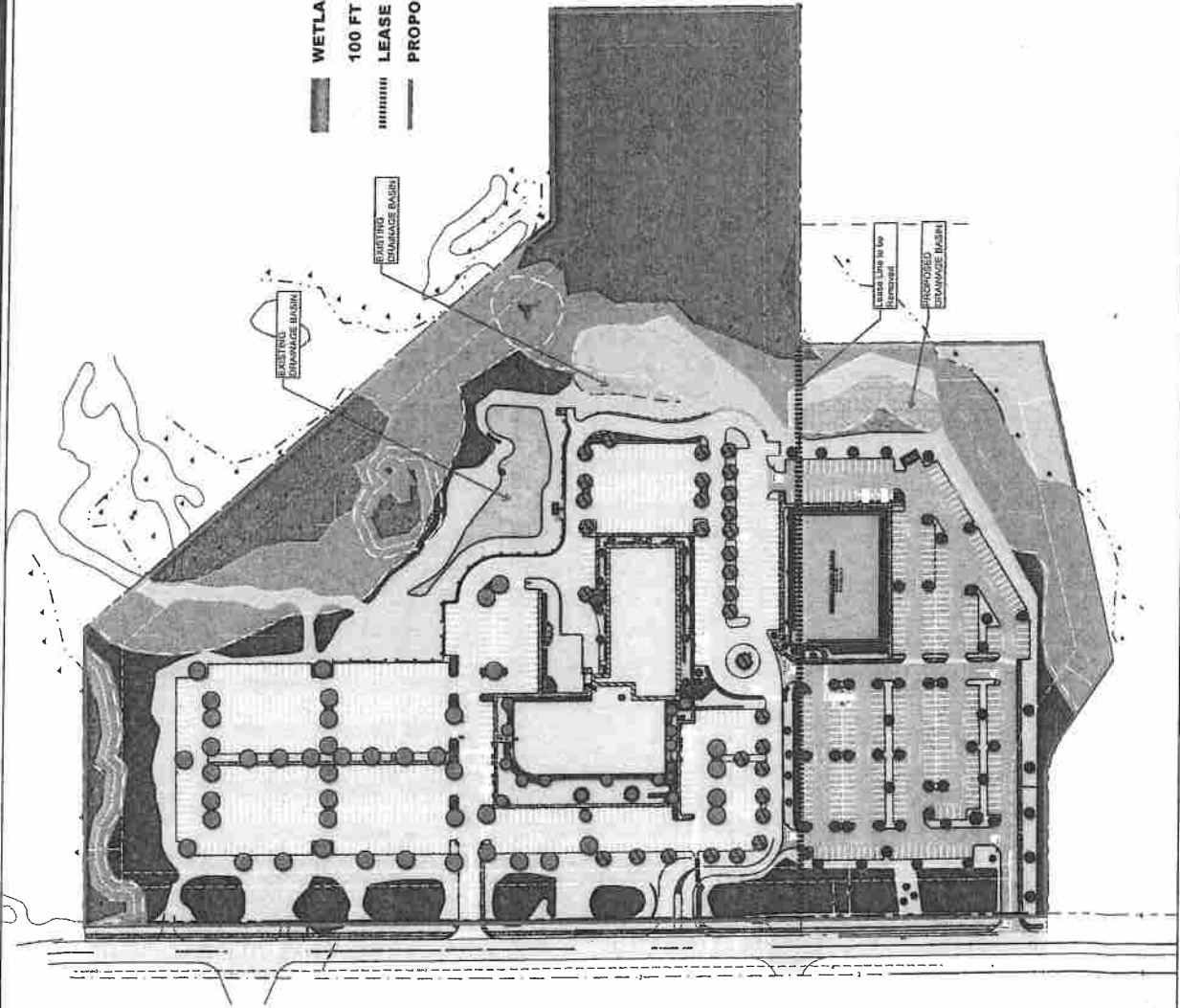
OPEN SPACE TOTAL (25% MINIMUM)	PROVIDED	12.65 ACRES
WETLAND OPEN SPACE (MAX. 15% OF EXISTING WETLANDS)	REQUIRED	0.71 ACRES
UPLAND OPEN SPACE (25% WETLANDS)	PROVIDED	11.94 ACRES



Tighe & Bond
 Consulting Engineers
 www.tighebond.com
 177 Corporate Drive
 Portsmouth, New Hampshire 03801
 603-433-7818
 7/18/2017 F-0215

90 ARBORETUM DRIVE NEWINGTON, NH MASTER PLAN

WETLAND AREA
100 FT BUFFER AREA
LEASE LINE TO BE REMOVED
PROPOSED LOT



WETLAND AREA
100 FT BUFFER AREA
LEASE LINE TO BE REMOVED
PROPOSED LOT

SCALE: 1/8" = 1'-0"
 NORTH
Tighe & Bond
 Consulting Engineers
 177 Colchester Avenue
 Portsmouth, New Hampshire 03801
 (603) 433-6438
 www.tighebond.com
 F-0215

REQUIRED USE/DIA. ZONING	PROPOSED
INDUSTRIAL ZONE	INDUSTRIAL ZONE
BUSINESS OFFICES	BUSINESS OFFICES
PERMITTED USES:	PERMITTED USES:
DIMENSIONAL REQUIREMENTS:	DIMENSIONAL REQUIREMENTS:
MINIMUM LOT SIZE: 10 ACRES	22.24 ACRES
MINIMUM LOT FRONTAGE: 200 FT	11340 FT
MINIMUM LOT DEPTH: 70 FT	5 202 FT
MINIMUM FRONT YARD: 50 FT	5 272 FT
MINIMUM SIDE YARD: 5 FT	5 251 FT
MINIMUM REAR YARD: 5 FT	
PARKING AND LOADING REQUIREMENTS:	PARKING AND LOADING REQUIREMENTS:
MINIMUM PARKING REQUIREMENTS (3 SPACES FOR EVERY 4 EMPLOYEES)	PROPOSED 22 SPACES
ACCESSIBLE SPACES (2% OF PARKING)	4 SPACES
MINIMUM PARKING SETBACKS:	
FRONT YARD: 50 FT	5 28 FT
REAR YARD: 5 FT	5 9 FT
MINIMUM PARKING STALL WIDTH: 8.5 FT	5 9 FT
MINIMUM PARKING STALL AREA: 180 SF (EX. ABLES)	162 SF (9' X 18' STALLS)
MINIMUM DRIVE-WHEEL HEIGHT: 24 FT	24 FT
LOADING REQUIREMENTS:	LOADING REQUIREMENTS:
MINIMUM OFFICE PROFESSIONAL SPACE (400,000 SF)	1 BERTH
MINIMUM SIZE OF FIRST REQUIRED BERTH: 42' X 20'	12' X 14'
MINIMUM SIZE OF ADDITIONAL BERTHS: 17' X 45'	
LOADING BERTH: REQUESTING A POSITIVE RECOMMENDATION TO REDUCE THE REQUIRED NUMBER OF LOADING BERTHS.	

- NOTES:**
- ACCESSWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CURB LINE OF AN INTERSECTING STREET.
 - FRONT OF THE PROPERTY LINE SHALL BE NO CLOSER THAN 5 FEET TO EACH OTHER AT THE FRONT OF THE PROPERTY LINE.
 - NO PARKING SPACES SHALL BE LOCATED IN A ROW WITHOUT THE INCLUSION OF 10% OF THE TOTAL NUMBER OF THE SAME SIZE OF THE PARKING SPACES IN THAT ROW.

SPECIAL CALCULATIONS:

REQUIRED	PROPOSED
OPEN SPACE TOTAL (25% MINIMUM)	12.56 ACRES
WETLAND OPEN SPACE (MAX. 15% OF EXISTING WETLANDS)	0.71 ACRES
UPLAND OPEN SPACE (25% WETLANDS)	11.34 ACRES



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby approves of the proposed sign for Wentworth–Douglass Hospital at its facilities located at 67, 73 and 121 Corporate Drive; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated May 8, 2018, attached hereto.

N:\RESOLVES\2018\WDHSigns 0518.docx

MEMORANDUM

To: David R. Mullen, Executive Director 
From: Maria J. Stowell, P.E., Engineering Manager. 
Date: May 8, 2018
Subject: Wentworth-Douglass Hospital Signs

Wentworth-Douglass Hospital (Wentworth-Douglass) has submitted a request to install signs at its facilities at 67, 73, and 121 Corporate Drive. Wentworth Douglass has submitted the attached information to support its request.

The proposal is to install four ground signs and four building signs as follows:

- One ground sign displaying the facility name and logo at the main driveway on Corporate Drive (Item D);
- Three ground signs along the driveway identifying the entrance to each of the three buildings to be designated Building A, Building B, and Building C with no name or logo (Items A-3, B-3, and C-3);
- Three building signs facing the driveways displaying the building designations A, B, and C (Items A-2, B-2, and C-2); and,
- One building sign displaying the facility name and logo on Building C facing the Spaulding Turnpike (Item A-1).

To calculate the aggregate sign area for the site, PDA's ordinance considers only the signs that display the name and logo of the business. The proposed signs that are used to direct the public to the individual buildings, and the building identifiers A, B, and C are considered incidental directional signs. Although larger than most directional signs, the proposed signs are typical for medical facilities and other settings having multiple buildings on the same lot.

The signs that are used to calculate the aggregate sign area are the 72.5 square foot ground sign on Corporate Drive and the 319.2 square foot building sign facing the Spaulding Turnpike. The proposal exceeds the sign area allowed by Part 306.01(d) of PDA's Zoning Ordinance, which sets a maximum of 200 square feet. Wentworth-Douglass would need a variance to erect the signs as proposed.

Staff believes that a variance is appropriate for the following reasons:

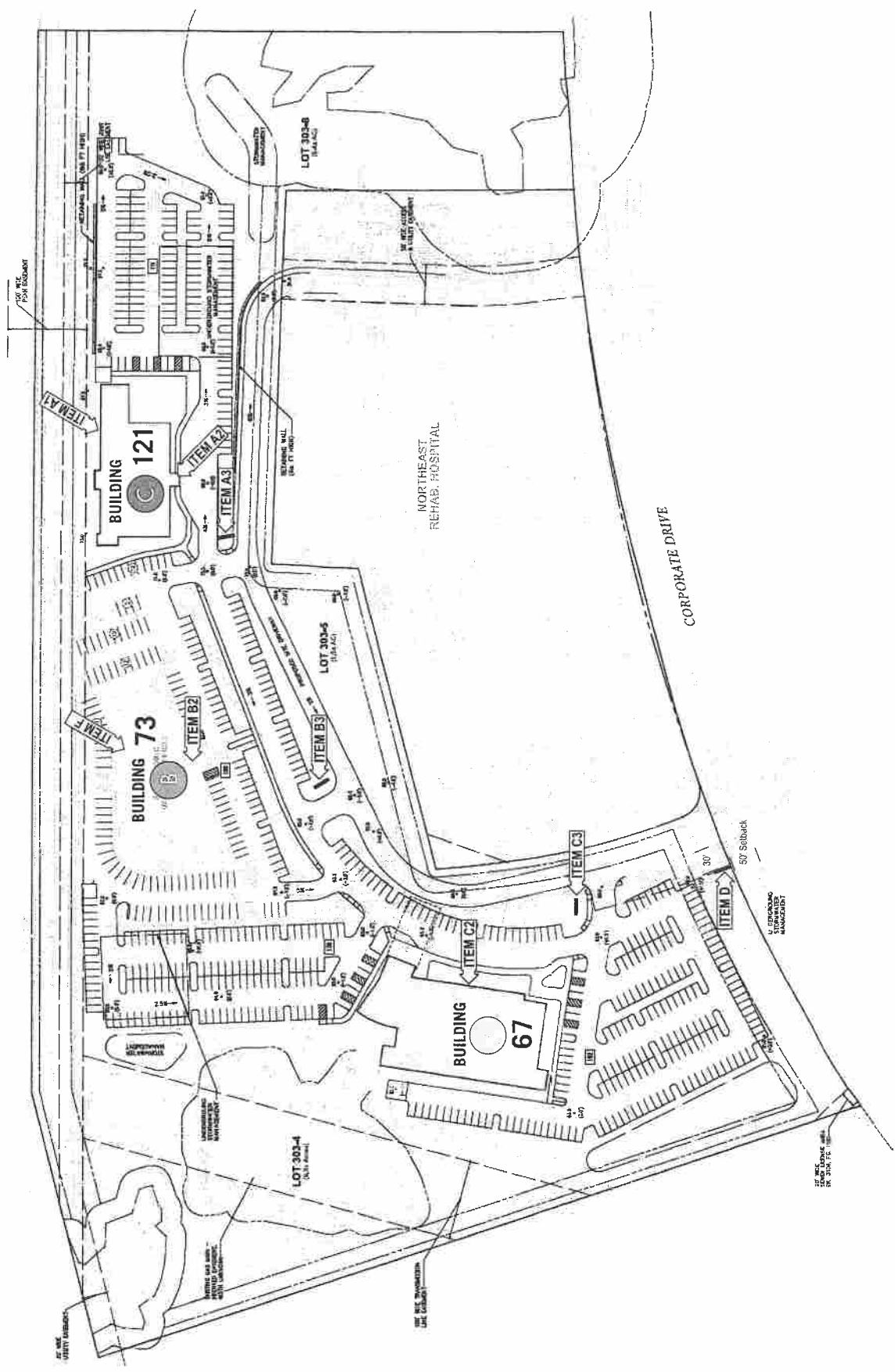
1. The sign size is in proportion to the lot size. The Wentworth-Douglass lot is actually three lots that are being consolidated into a single lot of 21.3 acres. In other cases on the Tradeport where multiple buildings are built on combined lots, variances for maximum sign area have been granted.

2. The sign size is in proportion to the building size. Please refer to the attached building elevation that shows the sign as it will be displayed on the building façade (Item A-1).
3. The sign should be sized to accommodate a business's full name and logo. The full "Wentworth-Douglass" name requires a larger sign face.

At next week's Board meeting, please seek approval for the Wentworth-Douglass Hospital signs as proposed. If approved by the PDA Board, Wentworth-Douglass will go before the City of Portsmouth's Zoning Board of Adjustment with an application for a Variance from Part 306.01(d) to allow 391.7 square feet of sign area where a maximum of 200 square feet is allowed.

JOB#:

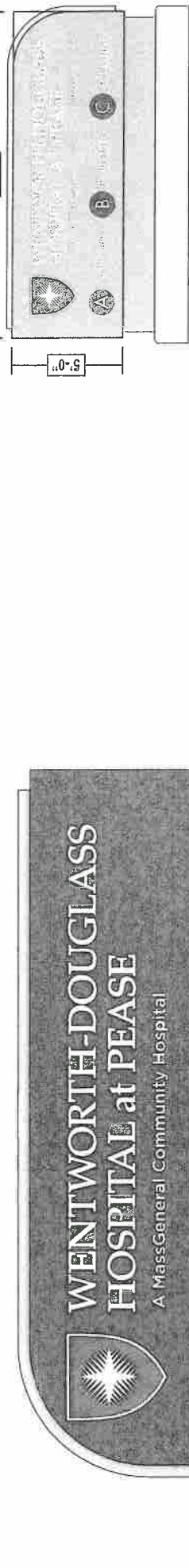
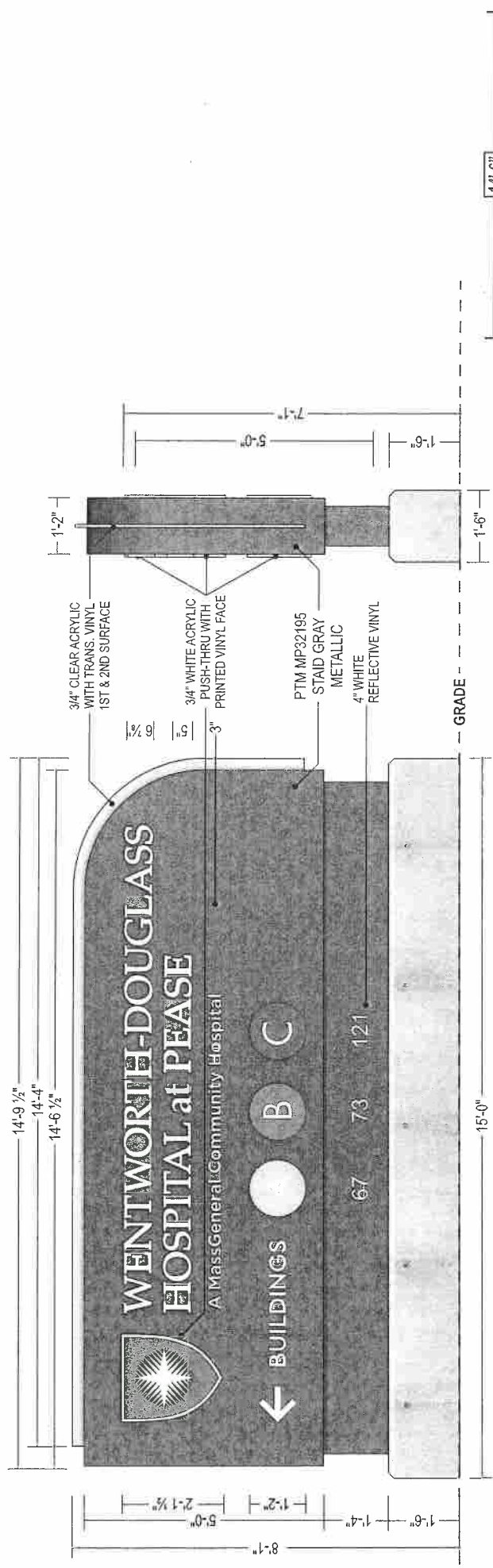
SITE PLAN



JOB#:

ITEM D - D/F ILLUMINATED FREESTANDING SIGN - MFG. DETAILS

SCALE: 1/2"=1'-0"



Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
Drawn By: JN	Scale: 1/2" = 1'-0"
Client: MOOR	PK: CW
Landlord:	Date: 11/09/17
Design:	PROJECT APPROVAL
Engineering:	Date:
Estimating:	Date:
Sales:	Date:
Production:	Date:
Installation:	Date:

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 ALL RIGHTS RESERVED. THIS DOCUMENT AND ITS CONTENTS ARE RESERVED BY THE BARLO GROUP.

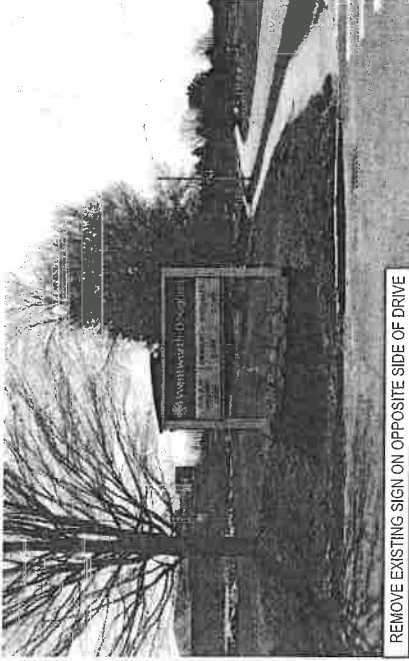
Underwriters Laboratories Inc.

File Name: Wentworth-Douglass at Pease 171103176 4-13

B-17-11-03176

ITEM D - D/F ILLUMINATED FREESTANDING SIGN
SCALE: 1/2"=1'-0"

JOB#:



REMOVE EXISTING SIGN ON OPPOSITE SIDE OF DRIVE



MONUMENT CABINET	
Colors - Fabrication	Colors - Copy
Cabinet: PTM MP32195 STAID GRAY METALLIC	Background:
Retainers: N/A - BLEED FACE	PTM MP32195 STAID GRAY METALLIC
Divider Bars: N/A	ID Copy: 3/4" PUSH-THRU WITH
Face: PTM MP32195 STAID GRAY METALLIC	DIGITALLY PRINTED VINYL FACE
Back: N/A - Double Sided	Building Copy: WHITE
Lighting: WHITE LED	
SCOPE OF WORK	
LED Lit Freestanding ID Sign	
Overall Length: 14'-5 1/2"	Overall Height: 7'-1"
Total Sq. Feet: 72.5	

MANUFACTURE & INSTALL (1) D/F LED LIT FREESTANDING ID SIGNS.

THE SIGN WILL HAVE A CURVED TOP AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE AND WILL BE PUSHED THROUGH THE EDGE OF THE CABINET. THE ID COPY & BUILDING ID CIRCLES WILL BE INCISED 3/4" PUSH-THRU WITH DIGITALLY PRINTED TRANSLUCENT VINYL APPLIED TO THE FACE.

THE BUILDING NAMES WILL BE INCISED AND ACRYLIC BACKED.

THE SIGN CABINET WILL BE MOUNTED TO A FORMED CONCRETE BASE WITH A CHAMFER EDGE (BASE WILL BE BY OTHERS)

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Drawn By: JN	Date: 11/09/17
Client: MOOR	Scale: 1/2"=1'-0"
Per: CW	
Landed:	Date: 11/09/17
PROJECT APPROVAL: Design: _____ Date: _____ Engineering: _____ Date: _____ Estimating: _____ Date: _____ Sales: _____ Date: _____ Production: _____ Date: _____ Installation: _____ Date: _____	
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File Name: Wentworth-Douglass at Pease 171103176 4-13 B-17-11-03176	
SHEET: 4.0	

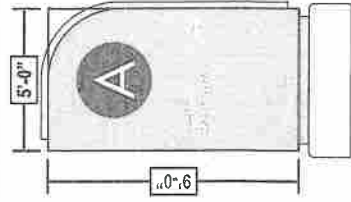
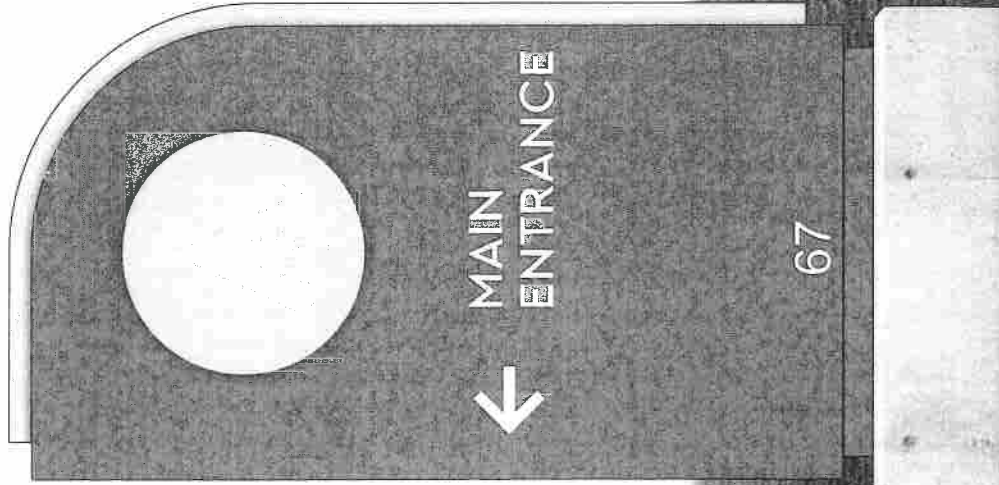
PROPOSED

ITEM A3 - D/F LED LIT DIRECTORY SIGN

SCALE: 3/4"=1'-0"

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATIONS TBD

JOB #:



MONUMENT CABINET	
Colors - Fabrication	Colors - Copy
Cabinet: PTM MP32195 STAID GRAY METALLIC	Background:
Retainers: N/A - BLEED FACE	PTM MP32195 STAID GRAY METALLIC
Divider Bars: N/A	ID Copy: ACRYLIC PUSH-THRU
Face: PTM MP32195 STAID GRAY METALLIC	SILVER 3630-121
Back: N/A - Double Sided	Listing Copy:
Lighting: WHITE LED	ACRYLIC PUSH-THRU
SCOPE OF WORK	
D/F LED Lit Monument Sign	
Overall Length: 5'-5 1/2"	Overall Height: 11'-1" Total Sq. Feet: 45
MANUFACTURE & INSTALL (1) D/F LED LIT FREESTANDING DIRECTORY SIGN.	
THE SIGN WILL HAVE A CURVED TOP AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE AND WILL BE PUSHED THROUGH THE EDGE OF THE CABINET. THE ID COPY WILL BE ACRYLIC PUSH-THRU WITH DIGITALLY PRINTED FACE. THE ID CIRCLE, ACRYLIC FIN, DIRECTIONAL INFO WILL BE ILLUMINATED.	
THE STREET NUMBER WILL BE STANDARD 3M WHITE REFLECTIVE VINYL.	
THE SIGN CABINET WILL BE MOUNTED TO A FORMED CONCRETE BASE WITH A CHAMFER EDGE. BARLO TO PROVIDE ANCHOR BOLTS TO BE SET IN THE BASE WHEN POURED PER BARLO MOUNTING REQUIREMENTS. THE BASE WILL BE PROVIDED BY OTHERS	
<p>BARLO SIGNS 183 Greely St., Hudson, NH 03051 Tel: 603.882.8888 Fax: 603.882.8814</p>	
Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
Client:	Design By: JN
Landlord:	Sales Rep: MOOR
Design:	PH: CW
Estimating:	Date: 11/09/17
Sales:	
Production:	
Installation:	
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Underwriters Laboratories Inc. File Name: Wentworth-Douglass at Pease 171103176 4-13 B-17-11-03176	

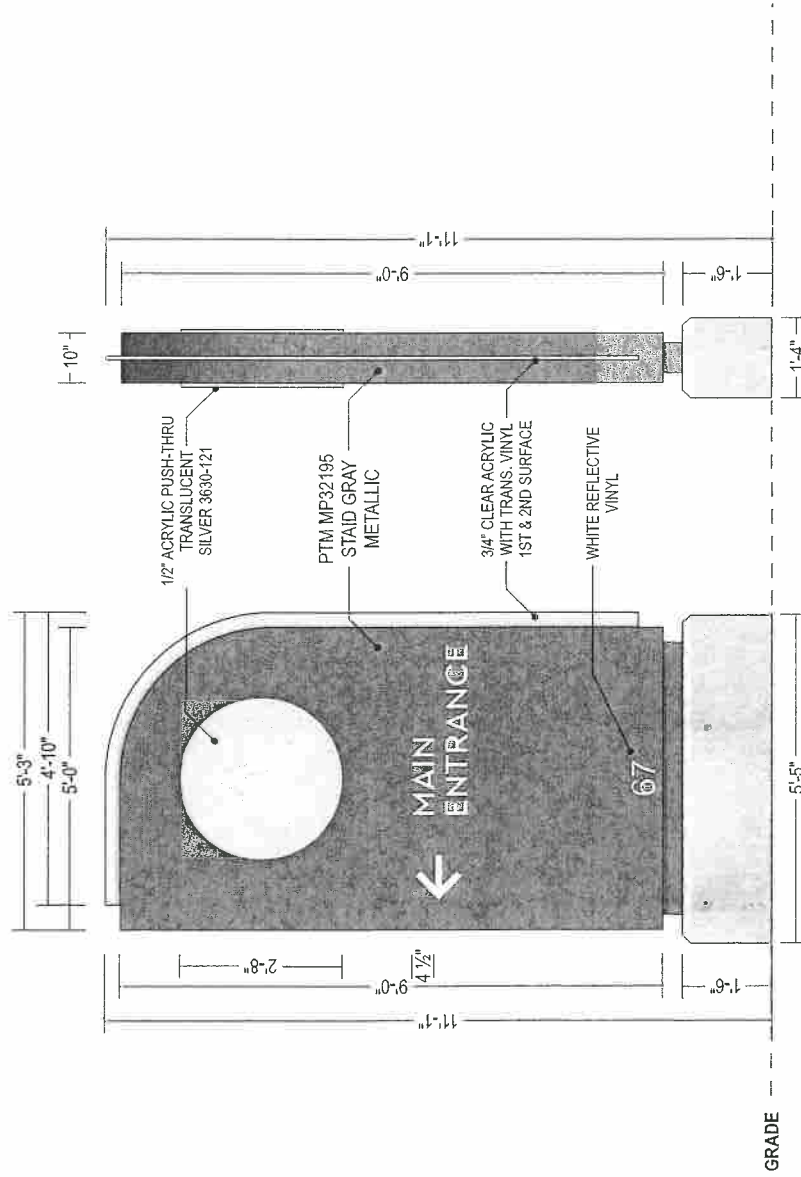
PROPOSED

SHEET: 1.3

JOB#:

ITEM A3 - D/F LED LIT DIRECTORY SIGN - MFG. DETAILS

SCALE: 1/2"=1'-0"



Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Drawn By: JN	Scale: 1/2" = 1'-0"
Client:	PK: CW
Landlord:	Date: 11/09/17
PROJECT APPROVAL:	
Design:	Date:
Engineering:	Date:
Estimating:	Date:
Sales:	Date:
Production:	Date:
Installation:	Date:

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Barlo Signs
 105 Oakley St., Hudson, NH 02851
 (603) 882-2188
 Fax: (603) 882-2188

Underwriters Laboratories Inc.
 ETL LISTED TO UL 1993

File Name: Wentworth-Douglas at Pease 171103176 4-13

B-17-11-03176

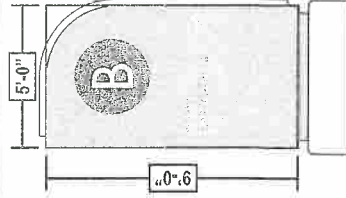
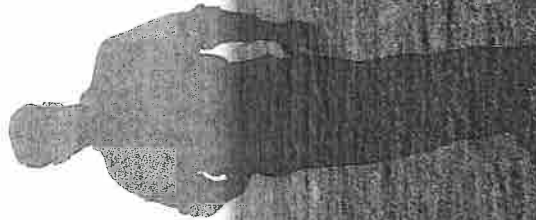
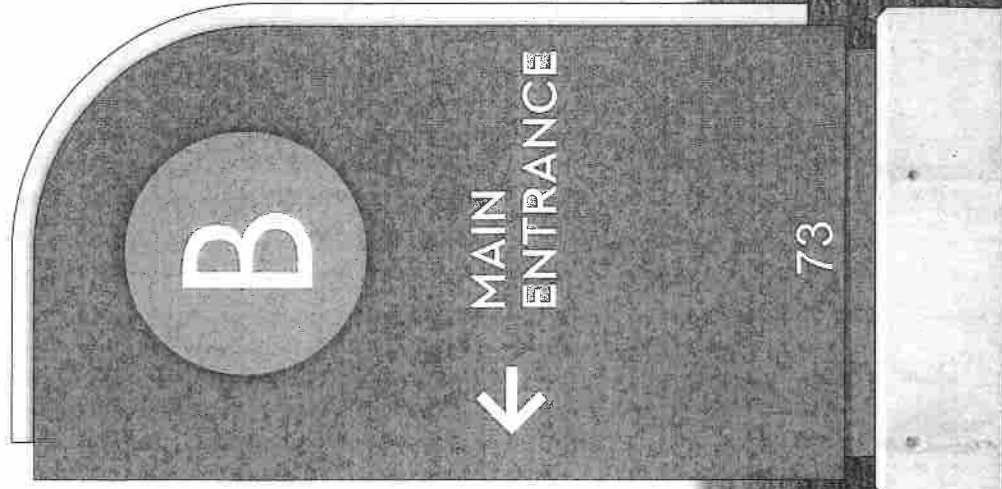
SHEET 1-3.1

ITEM B3 - D/F LED LIT DIRECTORY SIGN

SCALE: 3/4" = 1'-0"

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD

JOB#:

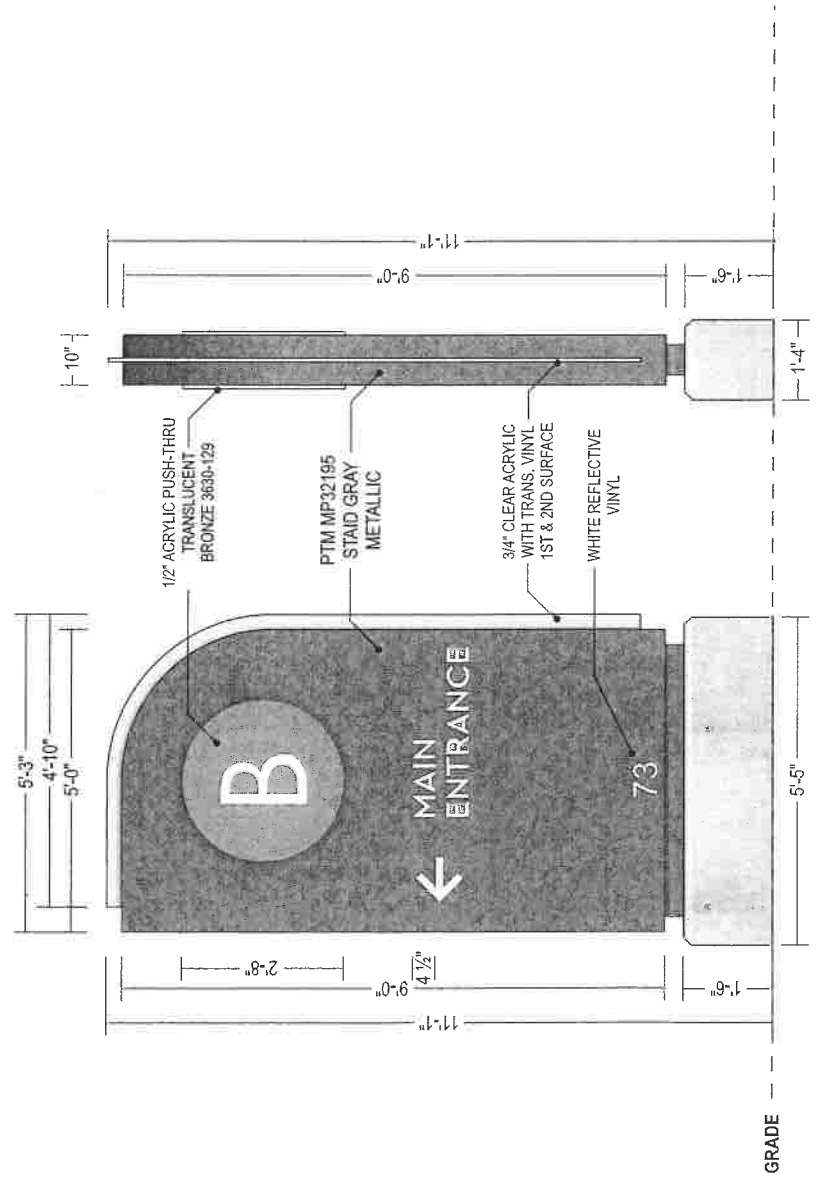


MONUMENT CABINET	
Colors - Fabrication	Colors - Copy
Cabinet: PTM MP32195 STAID GRAY METALLIC	Background: PTM MP32195 STAID GRAY METALLIC
Retainers: N/A - BLEED FACE	ID Copy: ACRYLIC PUSH-THRU BRONZE 3630-129
Divider Bars: N/A	Listing Copy: ACRYLIC PUSH-THRU
Face: PTM MP32195 STAID GRAY METALLIC	Lighting: WHITE LED
Back: N/A - Double Sided	
SCOPE OF WORK	
D/F LED Lit Monument Sign	
Overall Length: 5'-5 1/2"	Overall Height: 11'-1"
Total Sq. Feet: 45	
MANUFACTURE & INSTALL (1) D/F LED LIT FREESTANDING DIRECTORY SIGN.	
THE SIGN WILL HAVE A CURVED TOP AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE AND WILL BE PUSHED THROUGH THE EDGE OF THE CABINET. THE ID COPY WILL BE ACRYLIC PUSH-THRU WITH DIGITALLY PRINTED FACE. THE ID CIRCLE, ACRYLIC FIN, DIRECTIONAL INFO WILL BE ILLUMINATED.	
THE STREET NUMBER WILL BE STANDARD 3M WHITE REFLECTIVE VINYL.	
THE SIGN CABINET WILL BE MOUNTED TO A FORMED CONCRETE BASE WITH A CHAMFER EDGE. BARLO TO PROVIDE ANCHOR BOLTS TO BE SET IN THE BASE WHEN POURED PER BARLO MOUNTING REQUIREMENTS. THE BASE WILL BE PROVIDED BY OTHERS	
Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Drawn By: JN	Date: 11/09/17
Client: Moore	Client: Moore
Landlord:	
PROJECT APPROVAL Design: _____ Date: _____ Engineering: _____ Date: _____ Estimating: _____ Date: _____ Sales: _____ Date: _____ Production: _____ Date: _____ Installation: _____ Date: _____	
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Barlo Signs 105 Liberty St., Nelson, NH 03858 (603) 882-2222 (603) 882-2222	
Wentworth-Douglass Laboratories Inc. File Name: Wentworth-Douglass at Pease 171103176 4-13 B-17-11-03176	
SHEET: 2.3	

PROPOSED

JOB#:

ITEM B3 - D/F LED LIT DIRECTORY SIGN - MFG. DETAILS
 SCALE: 1/2"=1'-0"



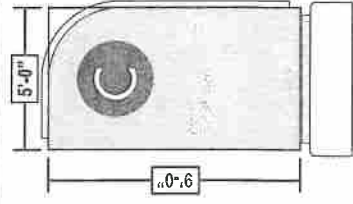
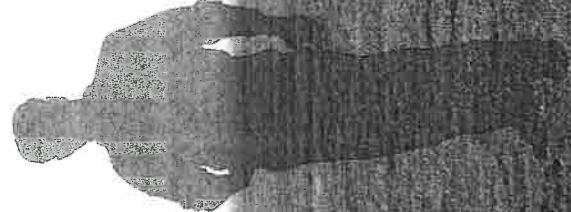
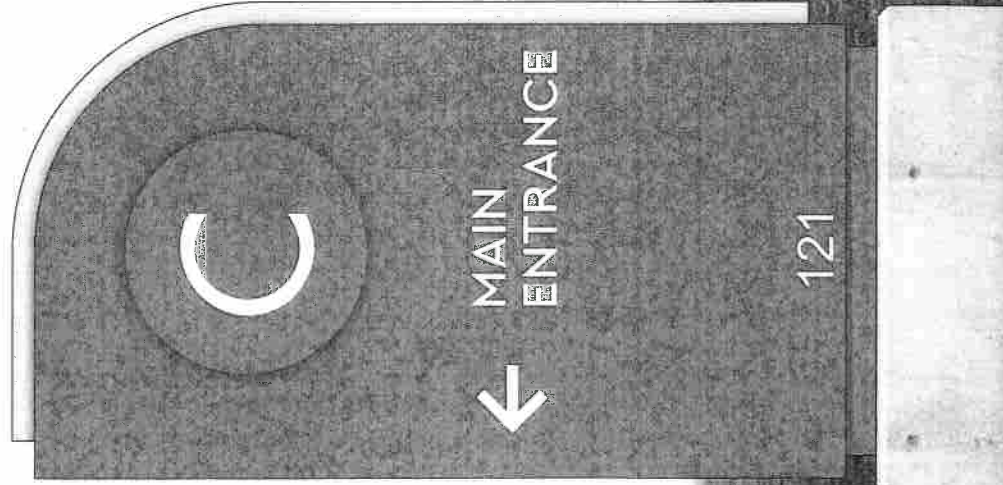
Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Drawn By: JN	Sheet No.: MOOR
Client:	Proj. No.: CW
Landlord:	Date: 11/09/17
<p>PROJECT APPROVAL</p> <p>Design: _____ Date: _____</p> <p>Engineering: _____ Date: _____</p> <p>Estimating: _____ Date: _____</p> <p>Sales: _____ Date: _____</p> <p>Production: _____ Date: _____</p> <p>Installation: _____ Date: _____</p>	
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<p>Underwriters Laboratories Inc.®</p> <p>File Name: Wentworth-Douglass at Pease 171103176 4-13</p>	
<p>B-17-11-03176</p>	
<p>SHEET 2.3.1</p>	

ITEM C3 - D/F LED LIT DIRECTORY SIGN

SCALE: 3/4"=1'-0"

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD

JOB#:



MONUMENT CABINET	
Colors - Fabrication	Colors - Copy
Cabinet: PTM MP32195 STAID GRAY METALLIC	Background:
Relainers: N/A - BLEED FACE	PTM MP32195 STAID GRAY METALLIC
Divider Bars: N/A	ID Copy: ACRYLIC PUSH-THRU
Face: PTM MP32195 STAID GRAY METALLIC	SLATE GREY 3630-61
Back: N/A - Double Sided	Listing Copy:
Lighting: WHITE LED	ACRYLIC PUSH-THRU
SCOPE OF WORK	
D/F LED Lit Monument Sign	
Overall Length: 5'-5 1/2"	Overall Height: 11'-1"
Total Sq. Feet: 45	
MANUFACTURE & INSTALL (1) D/F LED LIT FREESTANDING DIRECTORY SIGN.	
THE SIGN WILL HAVE A CURVED TOP AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE AND WILL BE PUSHED THROUGH THE EDGE OF THE CABINET. THE ID COPY WILL BE ACRYLIC-PUSH-THRU WITH DIGITALLY PRINTED FACE. THE ID CIRCLE, ACRYLIC FIN, DIRECTIONAL INFO WILL BE ILLUMINATED.	
THE STREET NUMBER WILL BE STANDARD 3M WHITE REFLECTIVE VINYL.	
THE SIGN CABINET WILL BE MOUNTED TO A FORMED CONCRETE BASE WITH A CHAMFER EDGE. BARLO TO PROVIDE ANCHOR BOLTS TO BE SET IN THE BASE WHEN POURED PER BARLO MOUNTING REQUIREMENTS. THE BASE WILL BE PROVIDED BY OTHERS	
Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801 Design Specifications Accepted By: _____ Drawn By: JN Sales Rep: MOOR PH: CW Date: 11/09/17 Client: _____ Landlord: _____ PROJECT APPROVAL: Design: _____ Date: _____ Engineering: _____ Date: _____ Estimating: _____ Date: _____ Sales: _____ Date: _____ Production: _____ Date: _____ Installation: _____ Date: _____	
© COPYRIGHT 2017 THE BARLO GROUP THE SIGN CABINET IS THE PROPERTY OF THE BARLO GROUP. ALL INFORMATION AND SPECIFICATIONS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS ISSUED FOR YOUR PERSONAL USE ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.	
Barlo Signs 18 Grand St., Andover, NH 03824 Phone: 603.221.5874 Fax: 603.221.5874	
File Name: Wentworth-Douglass at Pease 171103176 4-13 B-17-11-03176	

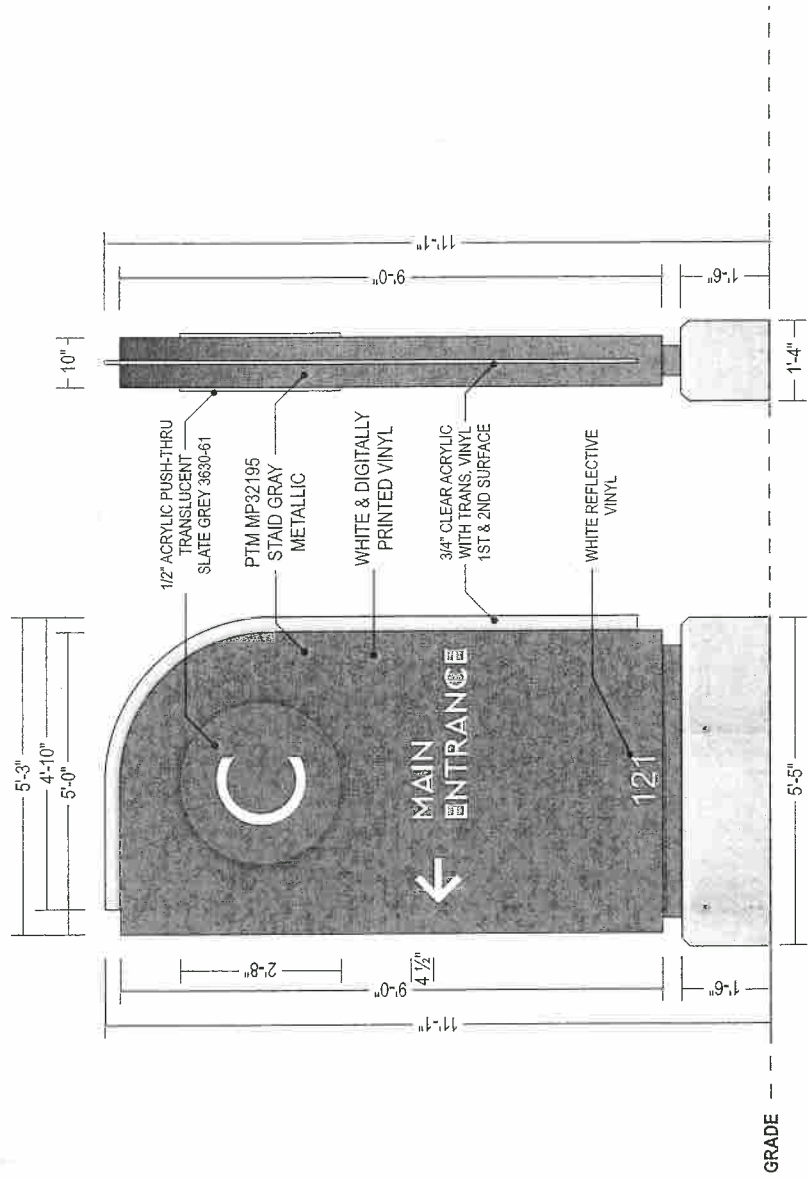
PROPOSED

SHEET: 3.3

JOB#:

ITEM C3 - D/F LED LIT DIRECTORY SIGN - MFG. DETAILS

SCALE: 1/2"=1'-0"

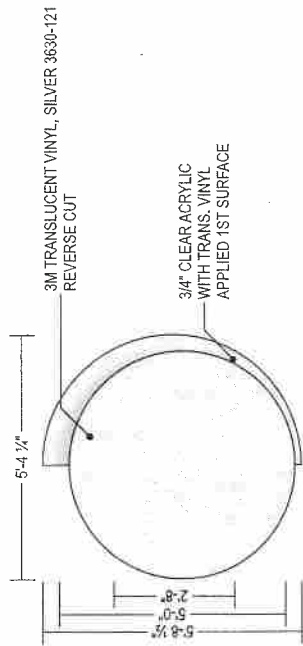


Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE		Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Design: Significance Associates Inc.	Drawn By: JN	Scale: MOOR	Date: 11/09/17
Client:	PM: CW	Client:	11/09/17
Landlord:	© COPYRIGHT 2017 THE BARLO GROUP		
Design:	THIS DRAWING IS THE PROPERTY OF THE BARLO GROUP. ALL INFORMATION AND INSTRUCTIONS ARE PROVIDED BY THE BARLO GROUP. THE BARLO GROUP IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR INSTALLATION OR TO YOUR PERSONAL PROPERTY.		
Engineering:	Underwriters Laboratories Inc.		
Estimating:	File Name: Wentworth-Douglass at Pease 171103176 4-13		
Sales:	B-17-11-03176		
Production:	SHEET 3.3.1		
Installation:	Date:		

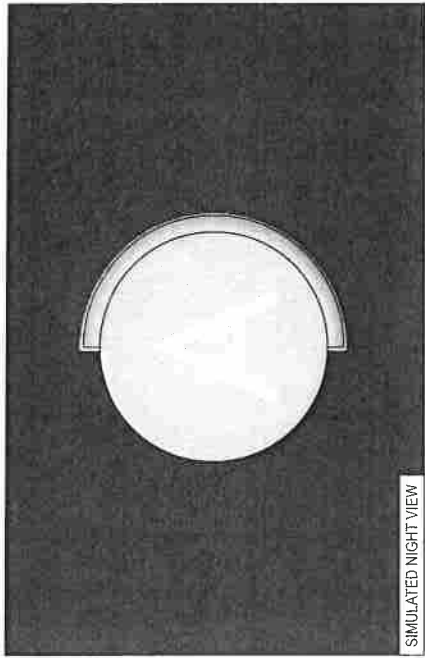
ITEM A2 - SF LED LIT WALL SIGN

SCALE: 3/8"=1'-0"

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD



JOB#:



SIMULATED NIGHT VIEW

Colors - Fabrication		Colors - Copy	
Face: WHITE		Face: WHITE	
Returns: SATIN ALUMINUM		Outline: N/A	
Trim/Mylar: 1" BRUSHED SILVER		Vinyl: SILVER 3630-121	
Backs: WHITE BEA			
Raceway: N/A			
Lighting: White LED			

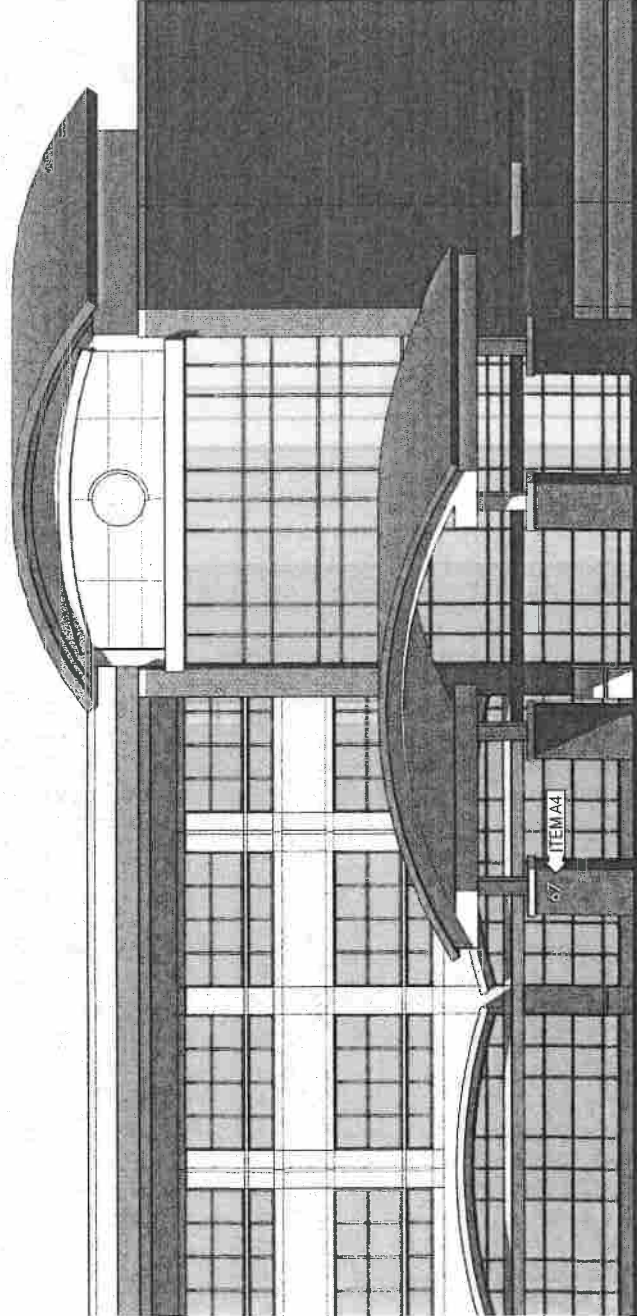
SCOPE OF WORK

Face-lit LED Channel Logo

Overall Length: 5'-4 1/4" Overall Height: 5'-8 1/2" Total Sq. Feet: 19.65

MANUFACTURE & INSTALL (3) SF FACE-LIT CHANNEL LOGO.

THE LOGO WILL HAVE DIGITALLY PRINTED TRANSLUCENT VINYL APPLIED TO THE FACE AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE & CLEAR EDGE TO BE PUSHED THROUGH THE EDGE OF THE LOGO.



PROPOSED - SCALE: 3/32"=1'-0"

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Design: [Signature]	Drawn By: JN
Client: [Signature]	Sales Rep: MOOR
Landlord: [Signature]	PK: CW
	Date: 11/09/17

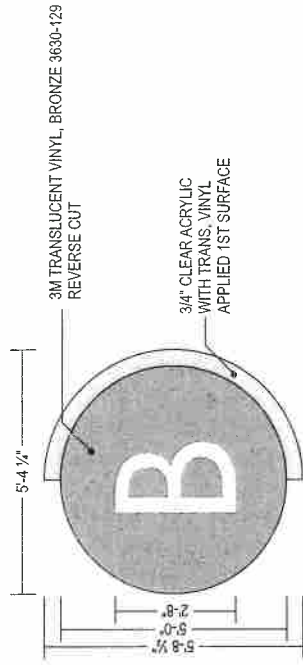
PROJECT APPROVAL	
Design:	Date:
Engineering:	Date:
Estimating:	Date:
Sales:	Date:
Production:	Date:
Installation:	Date:



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ITEM B2 - S/F LED LIT WALL SIGN

SCALE: 3/8"=1'-0"



THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD

JOB#:



Colors - Fabrication	Colors - Copy
Face: WHITE	Face: WHITE
Returns: SATIN ALUMINUM	Outline: N/A
Trim/Mylar: 1" BRUSHED SILVER	Vinyl: BRONZE 3630-129
Backs: WHITE BEA	
Raceway: N/A	
Lighting: White LED	

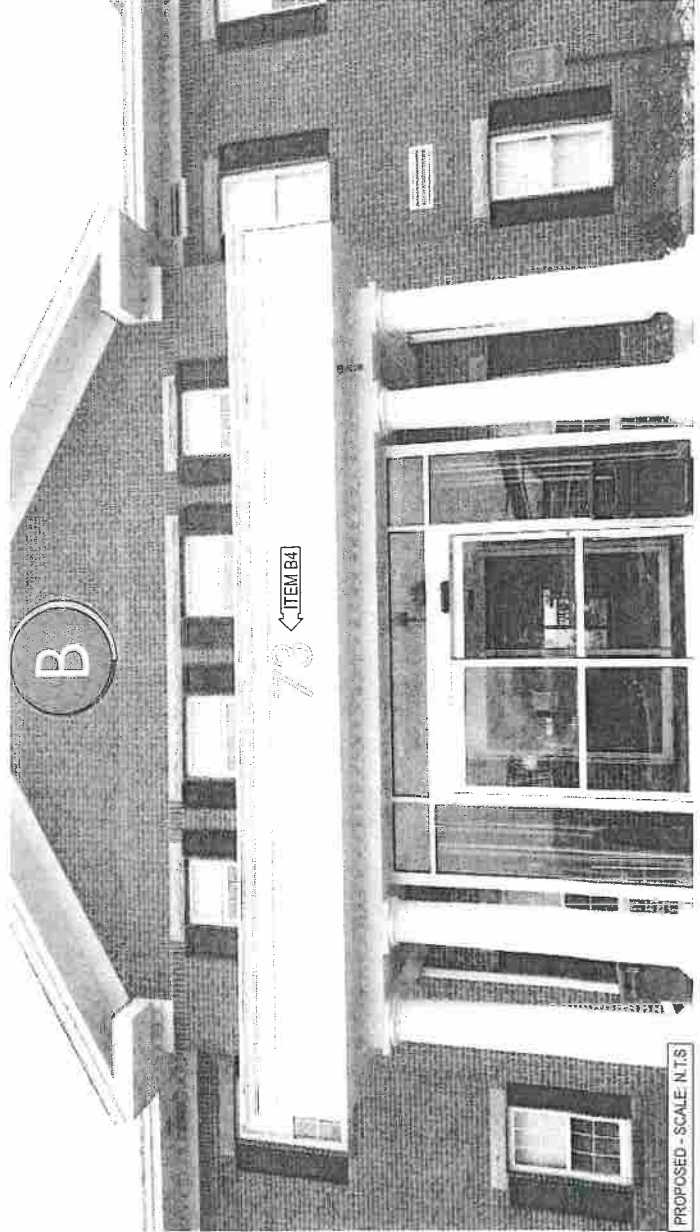
SCOPE OF WORK

Face-lit LED Channel Logo

Overall Length: 5'-4 1/2" Overall Height: 5'-8 1/2" Total Sq. Feet: 19.65

MANUFACTURE & INSTALL (3) S/F FACE-LIT CHANNEL LOGO.

THE LOGO WILL HAVE DIGITALLY PRINTED TRANSLUCENT VINYL APPLIED TO THE FACE AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE & CLEAR EDGE TO BE PUSHED THROUGH THE EDGE OF THE LOGO.



Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
Drawn By: JN
Sales Rep: MOOR
PK. CW
Date: 11/09/17

PROJECT APPROVAL
Design: _____ Date: _____
Engineering: _____ Date: _____
Estimating: _____ Date: _____
Sales: _____ Date: _____
Production: _____ Date: _____
Installation: _____ Date: _____

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UL Underwriters Laboratories Inc.

File Name: Wentworth-Douglass at Pease 171103176 4-13

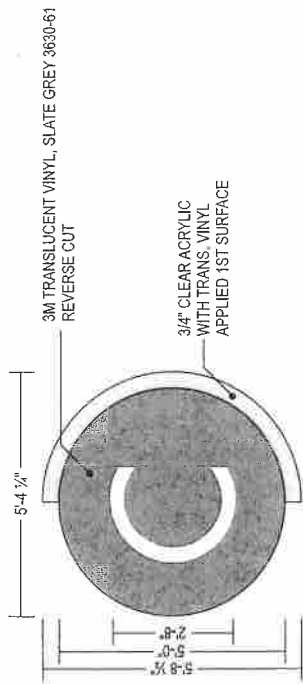
B-17-11-03176

SHEET: 2.2

ITEM C2 - S/F LED LIT WALL SIGN

SCALE: 3/8"=1'-0"

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD



JOB#:



SIMULATED NIGHT VIEW

Colors - Fabrication	Colors - Copy
Face: WHITE	Face: WHITE
Returns: SATIN ALUMINUM	Outline: N/A
Trim/Mlar: 1" BRUSHED SILVER	Vinyl: SLATE GREY 3630-61
Backs: WHITE BEA	
Raceway: N/A	
Lighting: White LED	
SCOPE OF WORK	
Face-lit LED Channel Logo	
Overall Length: 5'-4 1/2" Overall Height: 5'-8 1/2" Total Sq. Feet: 19.65	

MANUFACTURE & INSTALL (3) S/F FACE-LIT CHANNEL LOGO.
 THE LOGO WILL HAVE DIGITALLY PRINTED TRANSLUCENT VINYL APPLIED TO THE FACE AND AN EDGE-LIT ACRYLIC ACCENT FIN WITH TRANSLUCENT VINYL FACE & CLEAR EDGE TO BE PUSHED THROUGH THE EDGE OF THE LOGO.

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
 Drawn By: JN
 Sales Rep: MOOR
 PM: CW
 Date: 11/09/17
 Client:
 Landed:

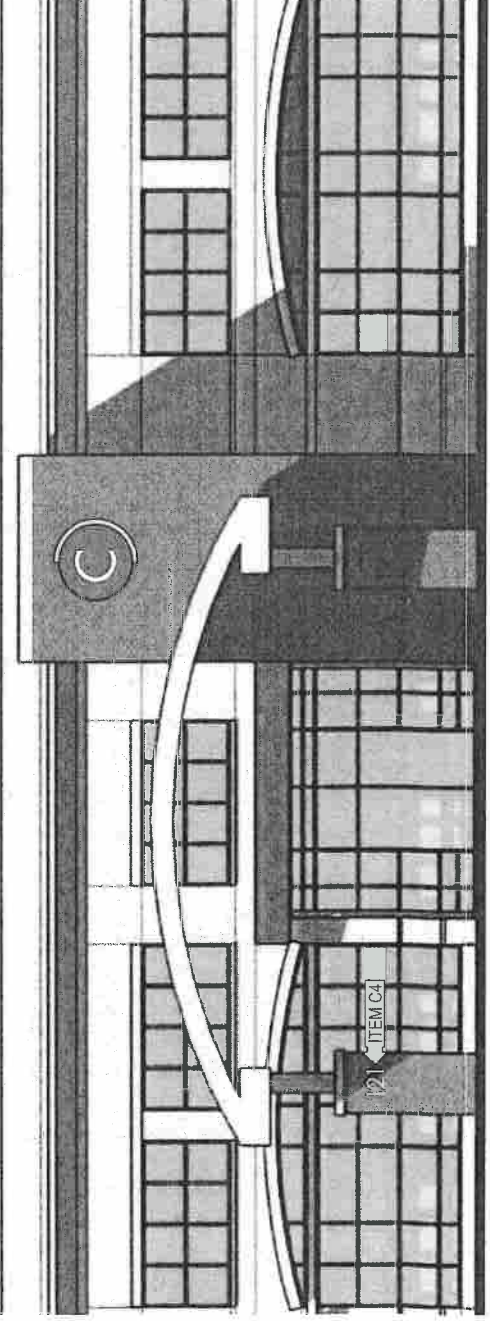


PROJECT APPROVAL:
 Design: _____ Date: _____
 Engineering: _____ Date: _____
 Estimating: _____ Date: _____
 Sales: _____ Date: _____
 Production: _____ Date: _____
 Installation: _____ Date: _____

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Wentworth-Douglas Hospital at Pease
 138 Pease St., Pease, NH 03851
 Phone: 603-292-5824

File Name: Wentworth-Douglas at Pease 171103176 4-13
B-17-11-03176

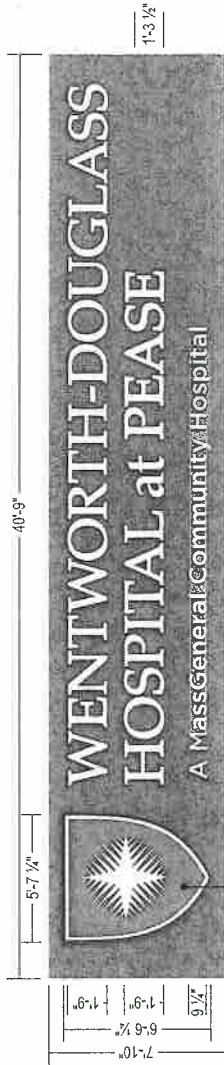


PROPOSED - SCALE: 1/8"=1'-0"

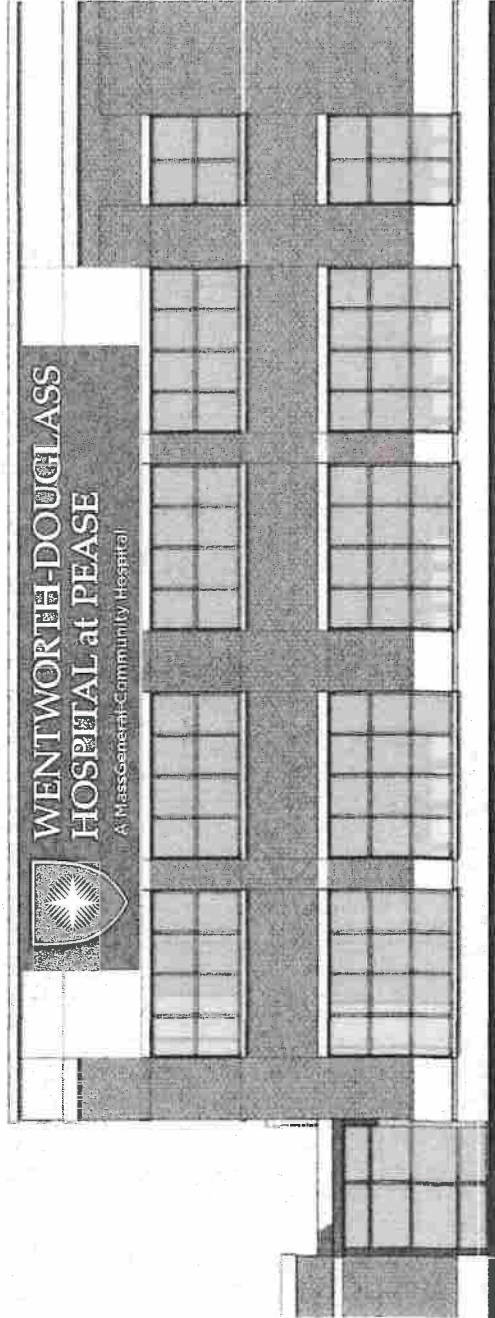
JOB#:

ITEM A1 - SIF LED LIT WALL SIGN

SCALE: 3/16"=1'-0"



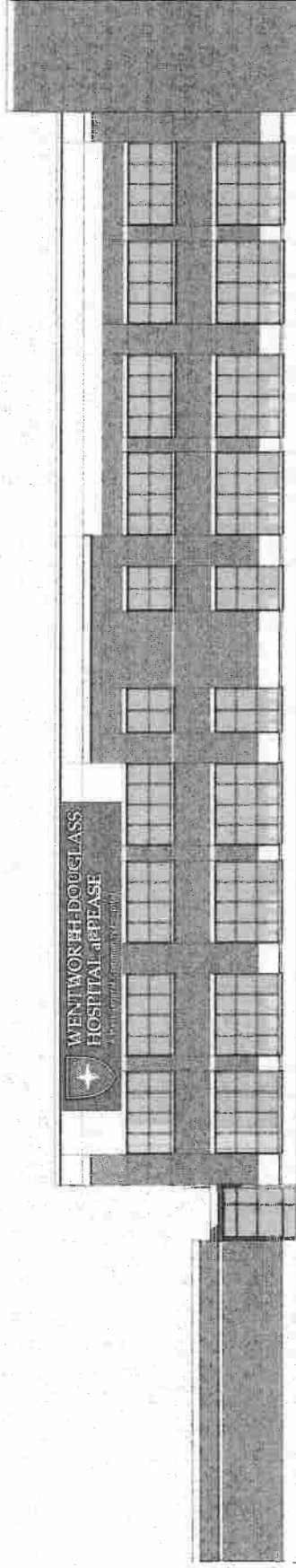
Colors - Fabrication	Colors - Copy
Face: WHITE	Face: WHITE
Returns: SATIN ALUMINUM	Outline: N/A
Trim/Mat: 1" BRUSHED SILVER	Vinyl: *** DIGITAL PRINT ***
Backs: WHITE BEA	PMS 633 BLUE
Raceway: N/A	
Lighting: White LED	
Dishpan: PTM MP32195 STAID GRAY METALLIC	
SCOPE OF WORK	
Face-lit LED Channel Letters	Cap ²¹ : LC 9 1/4" Stroke, 1 1/2" / 4"
Overall Length: 40'-9"	Overall Height: 7'-10"
Total Sq. Feet: 319.20	
<p>MANUFACTURE & INSTALL (1) SIF WALL SIGN WITH FACE-LIT CHANNEL LETTERS.</p> <p>THE LOGO WILL HAVE DIGITALLY PRINTED TRANSLUCENT VINYL APPLIED TO THE FACE.</p> <p>THE LOGO & LETTERS WILL BE MOUNTED TO AN ALUMINUM DISHPAN THAT WILL BE CENTERED IN THE AVAILABLE SIGN AREA.</p>	
<p>Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE</p> <p>Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801</p> <p>Design Specifications Accepted By: Drawn By: JN</p> <p>Sales Rep: MOOR</p> <p>Client: PH. CW</p> <p>Landlord: Date: 11/09/17</p>	<p>PBARLO SIGNS</p> <p>100 Liberty St., Pease, NH 03251 (603) 882-2200 Fax: 603-882-2204</p>
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PROPOSED - SCALE: 1/8"=1'-0"

JOB#:

ITEM A1 - SIF LED LIT WALL SIGN
FULL ELEVATION RENDERING



BACK ELEVATION - Spaulding Turnpike (NE)

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE		BARLO SIGNS	
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801		133 Corey St., Portsmouth, NH 03851 (603) 431-8000 Fax: 603-271-8874	
Design Specifications Accepted By:	Drawn By: JN	© COPYRIGHT 2017 THE BARLO GROUP	
Client:	Sales Rep: MOOR	THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE THE SAME AS IN ALL PROJECTS AND ALL PROJECTS ARE THE PROPERTY OF THE BARLO GROUP.	
Landlord:	PI: CW	THIS DOCUMENT IS THE PROPERTY OF THE BARLO GROUP. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.	
	Date: 11/09/17	UL Underwriters Laboratories Inc.®	
Design:		File Name: Wentworth-Douglass at Pease_171103176 4-13	
Engineering:		Installation: B-17-11-03176	
Estimating:		SHEET:	
Sales:			
Production:			
Installation:			

MOTION

Director Allard:


The Pease Development Authority Board of Directors hereby authorizes the Executive Director to:


- (1) accept on behalf of the PDA a Federal Aviation Administration ("FAA") Grant Offer in AIP funding for a passenger boarding bridge and other construction of an expansion to the Portsmouth International Airport at Pease ("PSM") for FY 18, in the amount not to exceed \$1,638,706;
- (2) accept from NHDOT Division of Aeronautics matching funds in an amount not to exceed \$91,039.22;
- (3) expend PDA matching funds in an amount not to exceed \$91,039.22;
- (4) enter into a contract with thyssenkrupp Airport Systems, Inc. to supply and install the passenger boarding bridge for the PSM project in the total amount of \$743,843.26;

all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated May 8, 2018, attached hereto.

N:\RESOLVES\2018\PSM-AIPGrant 0518.docx

MEMORANDUM

To: David R. Mullen, Executive Director 

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

Date: May 8, 2018

Subject: AIP Grant for Terminal Planning – PSM

PDA has submitted an application to the FAA for funds to construct an expansion to the Portsmouth International Airport at Pease (PSM) terminal. At its November meeting, the PDA Board authorized you to engage McFarland-Johnson to design the expansion. The goal was to be in a position to use available FAA entitlement dollars for the project, recognizing that the FAA money would not fund the entire project, and that PDA would need to carry the majority of the cost. Although not yet complete, the design has progressed enough to allow us to submit an application for a passenger boarding bridge and other building construction up to the amount of available FAA entitlement funding.

The expansion will consist of a two story addition, extending north from the existing terminal. The footprint will be approximately 12,000 square feet. The upper level will provide vastly improved areas for passenger screening, the post screening hold room, and concessions. The lower level will accommodate the loading of baggage onto tugs (now done outside), building utility rooms and future airline offices. An escalator will relieve the congestion that now exists when passengers move from floor to floor.

The plan also includes a new passenger boarding bridge. The boarding bridge has already been specified and bid. Bids were opened on April 20th with thyssenkrupp Airport Systems, Inc. submitting the low price of \$743,843.26. One other bid was received in the amount of \$804,860. This higher bid was considered non-responsive.

For Fiscal Year 2018, PDA has \$1,638,706 of FAA entitlement available for use on the terminal project. Adding in the matching PDA and NHDOT funds, results in a total project availability of \$1,820,784.44. The grant application requests funds to cover the passenger boarding bridge and \$1,076,941.18 of other terminal construction. The other construction will be identified and itemized when bids are received next month.

The most current estimates show the project to be between \$13,000,000 and \$14,000,000. Approval for the required PDA funds to complete the balance of the project will need to be requested at a special Board meeting in July. However, PDA will be in the best position to respond to an FAA grant offer if you seek Board approvals related to the grant acceptance at this time.

At next week's meeting, please ask the Board to:

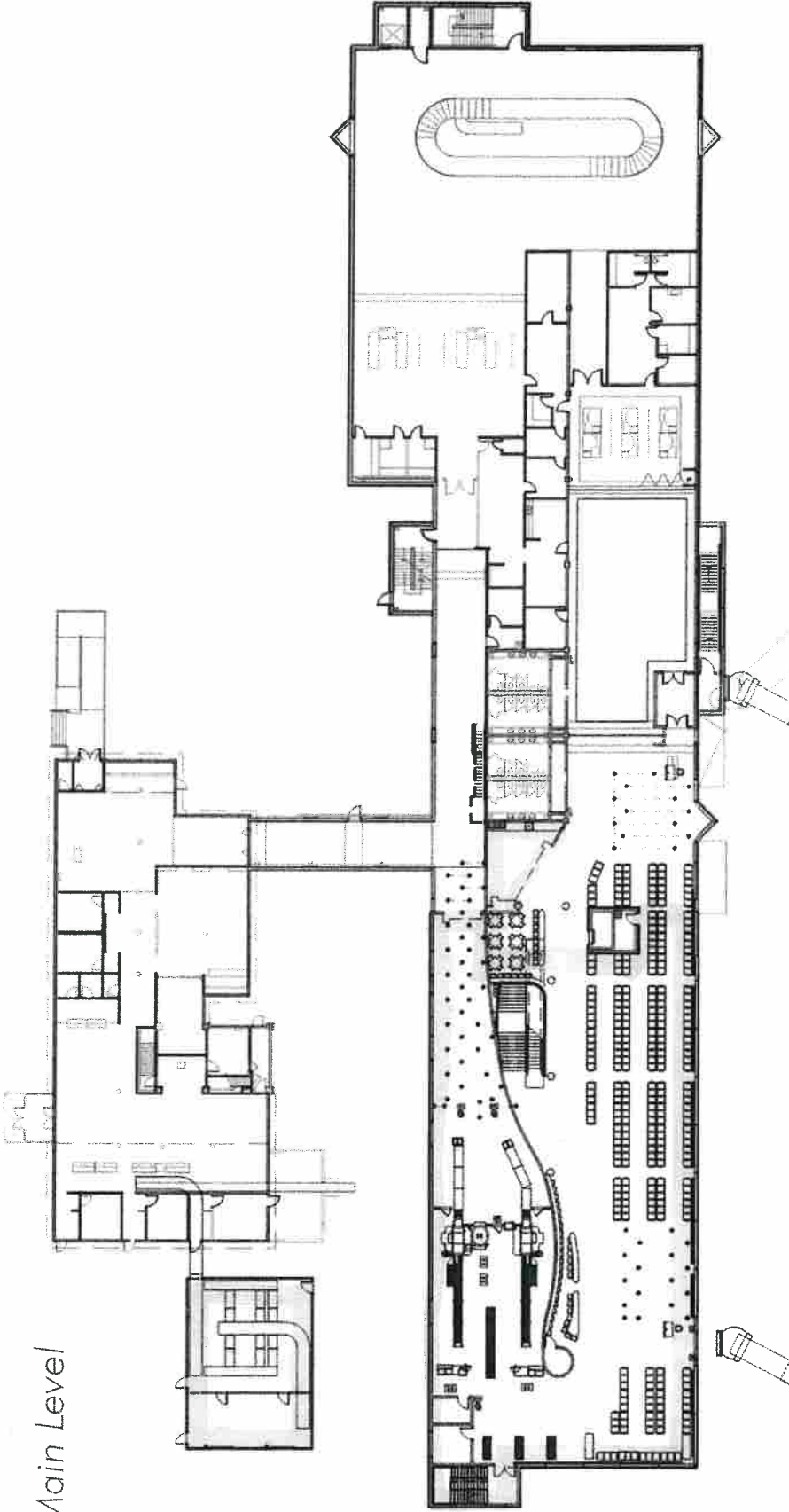
1. Accept a grant offer in the amount \$1,638,706 in AIP funding from FAA for a passenger boarding bridge and other terminal building construction, including all stated conditions and grant assurances;
2. Accept \$91,039.22 in matching funds from NHDOT Bureau of Aeronautics;
3. Expend \$91,039.22 in PDA matching funds; and,
4. Authorize the Executive Director to enter into a contract with thyssenkrupp Airport Systems, Inc. to supply and install a passenger boarding bridge in the amount of \$743,843.26 and in accordance with its proposal submitted April 20, 2018.

N:\ENGINEER\Board Memos\2018\Accept grant PBB-terminal expansion.docx

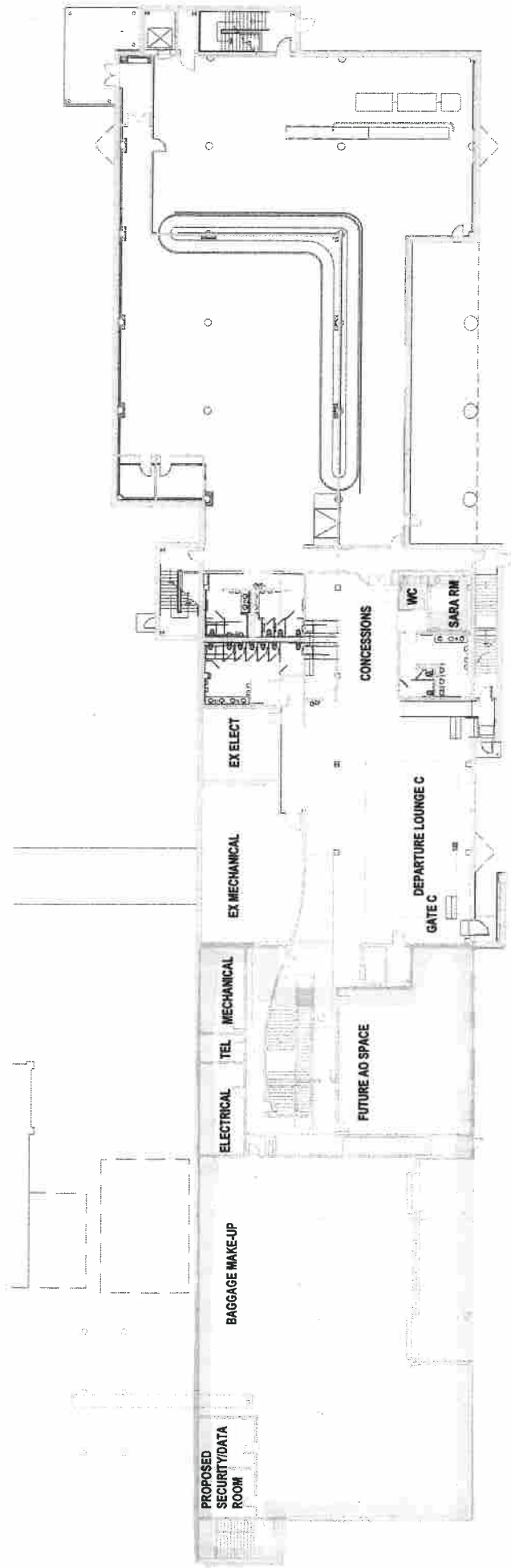
Meeting 1 -- General Design and Overview

DESIGN UPDATE

Main Level



PORTSMOUTH INTERNATIONAL AIRPORT TERMINAL EXPANSION PORTSMOUTH NEW HAMPSHIRE



04/03/18

GROUND LEVEL

1 1 1
DATE PLOTTED
18/03/2018

Memorandum

To: Paul Brean, Airport Director

From: Sandra McDonough, Airport Community Liaison 

Date: 5/9/2018

Subj: Noise Report for April, 2018

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

The three fixed wing inquiries originated from Durham, Newmarket and Portsmouth residents. The inquiries from the residents of Durham and Newmarket were generated on the same day when all aircraft were arriving from the north due to weather conditions. The Portsmouth resident called after four Italian Air Force Tornados and one support tanker departed to the north. The Tornado is an older aircraft that requires afterburner for takeoff.

The one rotor wing inquiry originated from the same Portsmouth resident above concerning a helicopter that was hovering. We had been notified that a helicopter would be working with cables in that area for work near the hospital.

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 Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$23,462.96 for the following legal services rendered through March 31, 2018 to the Pease Development Authority:

1.	Anderson & Kreiger, LLP	<u>\$1,675.00</u>	\$1,675.00
2.	Sheehan Phinney Bass + Green		
	CLF	\$21,236.96	
	Regulatory Issues Re: Port Oper.	<u>551.00</u>	
			<u>\$21,787.96</u>
	Total		<u>\$23,462.96</u>

N:\RESOLVES\2018\Legal Services 0518.docx

ANALYSIS - LEGAL FEES
ENVIRONMENTAL MATTERS

SHEEHAN PHINNEY BASS + GREEN				KUTAK ROCK LLP				
DATE	Haven Well	Conservation Law Foundation	Fiscal Year Total	DATE	Haven Well	Hangar 227	Conservation Law Foundation	Fiscal Year Total
FY 18	\$0.00	\$222,443.81	\$222,443.81	FY 18	\$0.00	\$0.00	\$17,728.69	\$17,728.69
FY 17	\$0.00	\$212,105.26	\$212,105.26	FY 17	\$16,030.93	\$9,990.00	\$96,720.48	\$122,741.41
FY 16	\$0.00	\$0.00	\$0.00	FY 16	\$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	\$434,549.07	\$451,553.54	Sub Totals	\$30,503.23	\$9,990.00	\$114,449.17	\$154,942.40
				*Billing Credit				\$10,480.50
Cumulative Total	\$17,004.47	\$434,549.07	\$451,553.54		\$30,503.23	\$9,990.00	\$114,449.17	\$144,461.90
Through March 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	\$3,694.00
Sub Total	\$2,452.50	\$3,694.00
	\$2,452.50	\$3,694.00
Through March 2018		

ANDERSON
KREIGER

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

April 26, 2018

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

Reference # 125106 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

	<u>Hours</u>	<u>Amount</u>
Total Current Billing:		<u>1,675.00</u>

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:	\$13,572.00
TOTAL EXPENSES:	\$7,664.96

TOTAL THIS BILL:	\$21,236.96

BALANCE DUE:	\$21,236.96

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

AMOUNT PAID... \$ _____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Regulatory Issues Relatng to Port Operations

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$551.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$551.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$551.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____



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

**PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, APRIL 11, 2018**

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

ABSENT: Chris Snow

1. CALL TO ORDER

Chairman Coker called the meeting to order at 6:01 p.m.

2. APPROVE MINUTES

Roger made a motion to accept the March 14, 2018 minutes, Chris 2nd. The council voted and the minutes were unanimously approved.

3. FINANCE REPORT

Jeff Gilbert reviewed the financial report and reported that the Port is operating well within the budget and overall in the black. Director reported that we picked up a new tenant, Granite State Minerals in Nov but we lost NH DOT at the end of December. Director reported that between the 2 salt companies, we had 3 ships from Nov to March. Director also reported that Albany Safran in Rochester has submitted a Notice of Production and a minor boundary modification request to the US Customs Foreign Trade Zone (FTZ) Board, which if approved will be additional income for us. There is also another company out of Manchester, Textile Coatings International, considering taking advantage of the FTZ benefits.

4. DIRECTOR'S REPORT

Director Marconi (DM) reported that Chief Harbor Master Tracy Shattuck will be presenting at the next board meeting due to Geno being out of town. There are a lot of items on the PDA board agenda, including:

- PMC- Right of Entry for Oliver Hazard Perry, including waiver of wharfage and dockage fees
- There are 5 Commercial Mooring transfers to report
- Purchase of a new outboard motor for the new work skiff through the state purchasing system, it was about \$8000 for the engine and installation
- Lakes Region Environmental-provided engineering services for the emergency repair at Rye Harbor due to the March 12 storm damage in the amount of \$3500
- Approval requests-asking for approval to move forward with the Appledore Marine Engineering contract for the Functional Replacement of the Barge Dock

- Approval request to write off an outstanding balance in the amount of \$2703.60. It was found the Division billed Archer Western in error and due to the length of time and the error by the division it is recommended the balance be written off.
- Chapter Pda 400 Rules will be presented, subject to the approval of the Port Council
- Approval for the Executive Director to complete negotiations with Albany Safran Composites and to execute an agreement for the use of a portion of FTZ # 81 to operate their facility at 85 Innovation Dr. in Rochester.
- 90% of the boat launch ramp has been completed
- Rye Harbor sustained severe damage, they've met with FEMA and are hoping to receive disaster funds. The most important thing will be to get the fuel system back up and running.
- The public comment period for the FTZ-ASF has been completed and we are expecting approval within the next 30 – 60 days. The staff at **Department of Business and Economic Affairs (DBEA)** are working on the next steps to promote the project.
- R. Groux asked about the electrical work at the Portsmouth Fish Pier, DM reported it is not complete but getting close. DM let the council know that he had the contractor put up new LED lights and he also asked them to quote a price to run power to a new camera at the end of the pier that they received a grant from Homeland Security.
- E. Anderson asked if DM had any idea of the cost to repair Rye Harbor, DM said about \$125,000 based on the last Hurricane Sandy, they spent \$39,000 getting the fuel tanks up and running, this storm was much worse. He also added that they have requested monies to be added for preventive measures such as more rock and raising the parking lot.

5. COMMITTEE REPORTS

Fisheries

E. Anderson let all know there has been a little bit of ground fishing going on, winter lobstering is finishing up. Prices are high on some things but haddock is plentiful so those prices are low. The annual lobster trap cleanup is April 21st and covers Seabrook to Portsmouth. He invited anyone to come on down to help out, the more the merrier! Director Marconi spoke on the Pda 600 rules (Pier use) which are due to be reviewed within the next year or so and will most likely be amended to close some of the loop holes. Some discussion ensued as there has been a lot of discussion amongst the fishing community about fairness within the rules. Erik spoke on the dredging down in Seabrook, DM reported the Congressional Delegation has written a letter to the Army Corp of Engineers to put some pressure on them to try and get approval for dredging. Erik reported that NOAA will be required to pay for observers for this coming year, which is good news.

Government

Ned Reynolds asked the council what they would be looking for regarding reporting. Ned said the city is deep into the budgeting process for FY 2019, upcoming meeting on Monday night and several are scheduled in the next couple months but he can't see anything that would affect the Port. Chairman Coker asked that Ned should bring back issues to the City Council where the Port and City coincide. Chairman Coker said that, in his opinion, he should be an advocate for the Port operations. Ned offered that he would be happy to put anything on the City agenda that the Port would like to have discussed.

Moorings

Chris Snow was excused and in his absence DM presented the 2018 mooring analysis. There were 1413 reapplications sent out in January that are due by March 1st. However, there is a 10 day late filing period that comes with a \$50 late filing fee. 1291 were sent back, 122 missed the late filing period, of those 122, 25 voluntary gave up the permit, 1 person deceased, 47 that didn't renew (shorefront and no waitlist) and 49 that expired on March 31. The NH Port Authority website has also been updated with the current waitlist.

PDA Liaison

Vice Chairman Groux reported the next PDA board meeting is Friday April 20. The big thing on the board package is the Lonza expansion. With the expansion Lonza could create 1000 jobs.

Maritime/Public Affairs

Don reported that the event will be held July 18-25 with the SSV Oliver Hazard Perry and the other ship will be doing the day sails which are going out of the UNH Pier. They have been working to try and get more maritime related vendors. 40 kids are going out for the sail training as they have raised a lot of money this year. DM reported on the arrival of the USS Manchester on May 21st and the commissioning ceremony will be May 26th.

Dredging

Chris Holt doesn't have anything and DM reported that he received a condition survey of Seabrook and it's not pretty.

Recreational Piers

Brad Cook asked Geno about the float down at Hampton that came loose. DM explained that he and Kevin (Hanlon) pulled it back around and were able to secure it. The Yellowbird is the only boat in the water in Hampton and none are back in Rye, so very quiet. The private recreational folks are quiet as well.

6. NEW BUSINESS

- a.) Statute requires any proposed rules to be presented for comment to the Port Advisory Council so the proposed readoption of Chapter Pda 400 rules were presented. After some discussion a motion was made by Erik Anderson and 2nd by Chris H. The Council unanimously voted to approve to recommend the proposed readoption, as presented, to the PDA Board. Ned asked for a list of names of the Harbor Masters which was provided to him.
- b.) Port Role in Marine firefighting resources- This has to do with the City of Portsmouth Council voting on the City's Fire Departments request to purchase a fire boat. Don asked Ned to elaborate as he asked for this on the agenda. What Ned is looking for is a list of any available marine firefighting inventory that the Port has available such as the number and type and size of vessels with fire monitors on them, what the pumping capacity is, where they are located etc. About an hour of discussion ensued, in the end Roger made a motion the council take the position of being in support of the efforts of City of Portsmouth Fire Chief in acquiring a fire/rescue vessel with year round capability. The motion was 2nd by Chris H. A vote was taken, Ned Raynolds abstained from voting, Erik Anderson was against, all others were for and therefore the motion passed.

7. OLD BUSINESS

Roger made a motion to table the By-law discussion until the next meeting. Erik 2nd and all were in favor.

Roger reminded all that May 18th is National Maritime Day at the Coast Guard station.

8. PUBLIC COMMENT

There were no members of the public present.


8. PRESS QUESTIONS

There were no members of the press present.

9. ADJOURNMENT

Chris H. made a motion to adjourn, Roger G. 2nd, all were in favor and the meeting adjourned at 8:00 PM.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: May 17, 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>
Rye Harbor	No. 965	Commercial Charter	04/17/18
Transferor:	Peter Horan		
Transferee:	Chris Ward		

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.

P:\PortAuthority\Moorings\Transfers\BoardMemos\Boardmem 0518.docx

April 18, 2018

Peter Horan
139 High Street
Stratham, NH 03885

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 965, Rye Harbor, New Hampshire

Dear Mr. Horan:

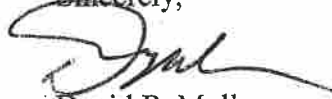
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Chris Ward of 659 Washington Road Rye, NH in connection with the sale of your commercial business.

You and Chris Ward have represented that Chris Ward intends to use the mooring for commercial purposes. Please be advised that the approval to transfer the mooring is subject to the condition that Chris Ward 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 Chris Ward 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
Chris Ward
PDA Legal Dept.

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: April 17, 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 #965, from Peter Horan to Chris Ward.

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 *ms*
Re: Commercial Transfer
Date: April 16, 2018

Peter Horan and Chris Ward are requesting the transfer of a Mooring Permit (#965) in the Rye Harbor mooring field. Attached is documentation of Chris Ward's commercial enterprise in the form of his fishing licenses. Also attached commercial documentation for Peter Horan. Attached is a transfer request from Peter Horan with the assertion that he sold fishing equipment to Chris Ward. Chris Ward 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 #965 be transferred to:

Chris Ward
659 Washington Road
Rye, NH 03870

MOTION


Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with Textiles Coated International, Inc. and to execute an Agreement for the use of a portion of Foreign Trade Zone No. 81 to operate their facility at 200 Bouchard Street, Manchester, NH and 6 George Avenue in Londonderry, 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 May 4, 2018, attached hereto.

N:\RESOLVES\2018\DPH-TextilesCoated 0518.docx

Date: May 4, 2018

To: Pease Development Authority, Board of Directors

From: Geno Marconi, Director 

Subject: Foreign-Trade Zone #81, Textiles Coated International, Inc.

Textiles Coated International, Inc. ("TCI") has submitted to the U.S. Department of Commerce Foreign-Trade Zones Board ("FTZ BOARD"), a Production Notification to establish their facility located at 200 Bouchard St., Manchester, NH and 6 George Avenue in Londonderry, NH 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 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.

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 TCI, upon final approval by the FTZ Board, for Textiles Coated International, Inc. to operate their facilities at 200 Bouchard St., Manchester, and 6 George Ave., Londonderry NH, in Foreign-Trade status.

RECEIVED APR 18 2018

BILLING CODE 3510-DS-P

U.S. DEPARTMENT OF COMMERCE
Foreign-Trade Zones Board
(B-25-2017)

Foreign-Trade Zone (FTZ) 81 – Portsmouth, New Hampshire
Notification of Proposed Production Activity
Textiles Coated International Inc.
(Polytetrafluoroethylene Products)
Manchester and Londonderry, New Hampshire

Textiles Coated International, Inc. (TCI) submitted a notification of proposed production activity to the FTZ Board for its facilities in Manchester and Londonderry, New Hampshire. The notification conforming to the requirements of the regulations of the FTZ Board (15 CFR 400.22) was received on April 10, 2018.

TCI's facilities are located within Site 4 of FTZ 81. The facilities are used for the production of polytetrafluoroethylene (PTFE) products. Pursuant to 15 CFR 400.14(b), FTZ activity would be limited to the specific foreign-status materials/components and specific finished products described in the submitted notification (as described below) and subsequently authorized by the FTZ Board.

Production under FTZ procedures could exempt TCI from customs duty payments on the foreign-status materials/components used in export production (an estimated 40 percent of production). On its domestic sales, for the foreign-status materials/components noted below, TCI would be able to choose the duty rates during customs entry procedures that apply to: fluoropolymer film sheeting .152mm in thickness in rolls and not in rolls; PTFE fiberglass colored and not colored; PTFE gaskets; joint sealants; sheet gasketing material with and without adhesives; silicone fiberglass fabrics with and without color; flexible PTFE ducting with coils reinforced and

unreinforced; and, PTFE coated fiberglass sheets (duty rate ranges from 3.1% to 7.3%). TCI would be able to avoid duty on foreign-status components which become scrap/waste. Customs duties also could possibly be deferred or reduced on foreign-status production equipment.

The materials and components sourced from abroad include: PTFE dispersions; PTFE fine powders; fluoropolymer film sheeting 0.152mm in thickness in rolls and not in rolls; woven glass fiber mats; woven glass fiber fabrics colored and not colored; fluorinated ethylene propylene (FEP) pellets; ethylene tetrafluoroethylene (ETFE) pellets; and, perfluoroalkoxy (PFA) pellets (duty rate ranges from 4.2% to 7.3%). The request indicates that woven glass fiber mats and woven glass fiber fabrics colored and not colored will be admitted to the zone in privileged foreign status (19 CFR 146.41), thereby precluding inverted tariff benefits on such items. The request also indicates that, PTFE dispersions and PTFE fine powders are subject to an antidumping/countervailing duty (AD/CVD) investigation if imported from certain countries. The FTZ Board's regulations (15 CFR 400.14(e)) require that merchandise subject to AD/CVD orders, or items which would be otherwise subject to suspension of liquidation under AD/CVD procedures if they entered U.S. customs territory, be admitted to the zone in privileged foreign status (19 CFR 146.41).

Public comment is invited from interested parties. Submissions shall be addressed to the Board's Executive Secretary at the address below. The closing period for their receipt is **[INSERT DATE 40 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER]**.

A copy of the notification will be available for public inspection at the Office of the Executive Secretary, Foreign-Trade Zones Board, Room 21013, U.S. Department of Commerce, 1401 Constitution Avenue, NW, Washington, DC 20230-0002, and in the "Reading Room" section of the Board's website, which is accessible via www.trade.gov/ftz.

For further information, contact Christopher Wedderburn at Chris.Wedderburn@trade.gov or (202) 482-1963.

Dated: April 16, 2018

/s/ Andrew McGilvray

Andrew McGilvray
Executive Secretary

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.

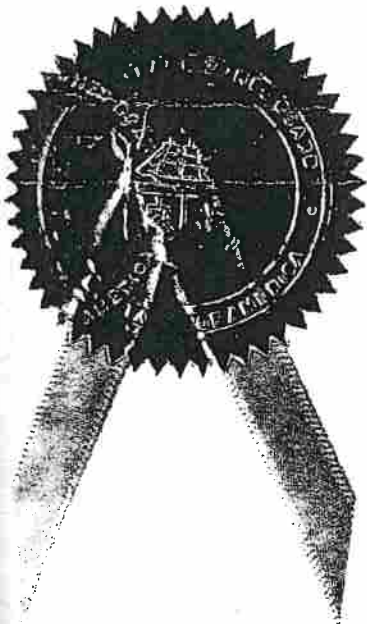
The Grantee shall allow officers and employees of the United States free and unrestricted access to and throughout the foreign-trade zone and subzone sites in the performance of their official duties.

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

Wesley Baldwin

Chairman and Executive Officer

ATTEST:

[Signature]
Executive Secretary

MOTION

Director Levesque:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Black Dog Charters, LLC through June 30, 2020, for the sale of tickets, bait and tackle supplies at the Rye Harbor Marine Facility; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated May 1, 2018, attached hereto.

N:\RESOLVES\2018\DPH-BlackDogROE 0518.docx

TO: Pease Development Authority ("PDA"), Board of Directors
FROM: Geno J. Marconi, Director
DATE: May 1, 2018
SUBJECT: Rye Harbor Marine Facility, Right of Entry, Black Dog Charters, LLC.

The Division of Ports and Harbors ("DPH") has received a request from Dwight Tuttle of Black Dog Charters, LLC. ("Black Dog") to enter into a Right of Entry ("ROE") agreement for an existing building located at the Rye Harbor Marine Facility. Black Dog has purchased the building from Sue Reynolds of Island Cruises, Inc. and intends to use the building as a ticket, bait and tackle sales office for his charter fishing operation.

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

PREMISES: Rye Harbor Marine Facility, Rye, NH
PURPOSE: Sales building for tickets for charter fishing operation, sale of bait and tackle supplies
TERM: Upon approval through June 30, 2020
FEES: \$120.00 for the remainder of the 2018 term which expires June 30, 2018
\$1000.00 for the 2nd year, July 1, 2018 – June 30, 2019
Third year (July 1, 2019-June 30, 2020) to be reviewed and determined prior to the start of the season
Parking fee of \$5.00 per car through December 31, 2018

INSURANCE: Minimum insurance coverage, Commercial General Liability and/or Protection and Indemnity Insurance in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers Compensation coverage to statutory limits as applicable and required, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Said policy shall include a waiver of subrogation in favor of the State of New Hampshire and the PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Rye Harbor Marine Facility. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.

RECEIVED APR 13 2018

Friday, April 13, 2018

Pease Development Authority
NH Division of Ports and Harbors
555 Market Street – Suite 1
Portsmouth NH 03801


Attn: Geno Marconi, Director of Ports and Harbors

Dear Mr. Marconi,

FOR CONSIDERATION received by Island Cruises, Inc., Black Dog Charters, LLC a business entity engaged in the operation of commercial passenger vessels since 2005, requests permission from the Pease Development Authority/ Division of Ports and Harbors to allow the transfer of ownership of the Island Cruises, Inc. ticket office located at Rye Harbor to Black Dog Charters, LLC, a commercial passenger carrying, retail tackle and bait, etc. entity.

If there are any issues or questions, please do not hesitate to call.

Thank you


Dwight A. Tuttle, Jr.
Black Dog Charters, LLC
PO Box 508
Rye, NH ~~03876~~ ^{PT} 03870
Tel: 603.580.2500
Mobile: 603.817.7797

RECEIVED APR 13 2018

**Island Cruises Inc.
Susan Reynolds
P.O. Box 66
Rye NH 03870**

To: Geno Marconi, Director of Division of Ports and Harbors
Date: Friday April 13, 2018

For consideration received, I respectfully request authorization to transfer Island Cruises ticket office at Rye Harbor to Dwight Tuttle, Black Dog Charters.

Respectfully,

A handwritten signature in cursive script that reads "Susan Reynolds".

Susan Reynolds, President Island Cruises Inc.


MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and execute a Right of Entry for the use of a cold storage area for the storage of fresh and frozen lobster bait for the period of June 1, 2018 through May 31, 2019, with two one-year options to renew at the approval of the Executive Director; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 7, 2018, attached hereto.

N:\RESOLVES\2018\DPH-ROEBaitCooler 0518.docx

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

From: Geno Marconi, Director 

Date: May 7, 2018

Subject: Portsmouth Fish Pier, Cold Storage for fresh and frozen lobster bait

The Division Director met with a group of lobster fishermen that are berthed at the Portsmouth Commercial Fish Pier ("PFP") to discuss how to maximize the use of the cold storage area at PFP for the storage of fresh and frozen lobster bait to benefit the fishing industry. As a result of these discussions, the Division recommends the PDA Board authorize the Executive Director to complete negotiations and execute a Right of Entry ("ROE") all in accordance with the following conditions:

- PREMISES:** Portsmouth Commercial Fish Pier
- PURPOSE:** Cold storage of fresh and frozen lobster bait in the existing cooler at PFP shown on the attached plan
- ENTITY:** Up to Thirteen (13) individual businesses which will include:
- 12 Lobster fishermen that are berthed at PFP
 - 1 Lobster buyer
- TERM:** Commencing on June 1, 2018 through May 31, 2019, with two one-year options to extend at the approval of the Executive Director.
- FEE:** \$9,100 for the first year rental, 2nd and 3rd year to be negotiated no later than March 30th of each consecutive year
- INSURANCE:** Minimum insurance coverage to include Vessel Protection and Indemnity Insurance in the amount of \$100,000 to \$1,000,000 to be determined on a case by case basis depending on the size of the vessel and endorsed for piers, docks, ramps, floats and coolers as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.

**ADDITIONAL
REQUIREMENTS:**

- Prior to occupancy, the fishermen and DPH will inspect the facility and document the current condition. The Entity will be responsible for maintaining the building for any damages occurring after the inspection
- Entity will maintain the floor drain to ensure proper drainage
- Entity will maintain the refrigeration with a service provider approved by the DPH
- Entity will keep the areas inside and adjacent areas outside clean and free from debris and trash
- Barrels and pallets will be stacked and stored as to prevent obstruction of other activities and in a manner that is safe
- Entity will use the hoist in accordance with the Hoist Safety Recommendations (attached)
- Only owners, captains and employees of the Entity will be allowed access to the cooler
- Any additional requirements as the Division may from time to time deem necessary due to prevailing conditions

SAFETY FIRST!!

February 12, 2018

Dear Commercial Pier User,

The following are excerpts from the **OPERATING INSTRUCTIONS AND SAFETY PROCEDURES MANUAL** for the electric chain hoists at the commercial piers at Portsmouth, Rye and Hampton Piers. Please read these basic **SAFETY PROCEDURES** and sign below that you understand the **SAFETY PROCEDURES** and agree that you and your crew will execute these basic **SAFETY PROCEDURES** when using the hoists.

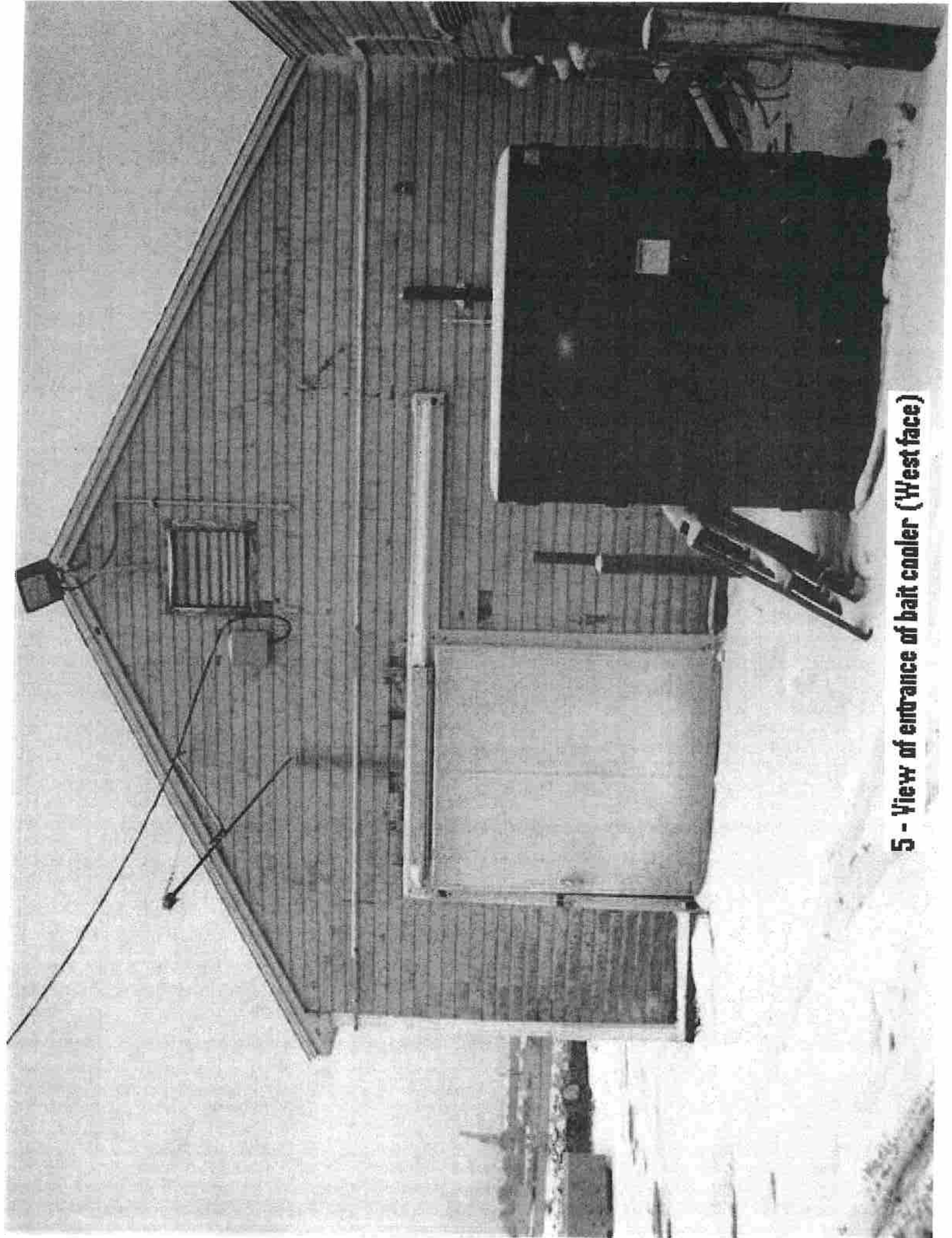
- Before picking up a load, check to see that the hoist is **DIRECTLY OVERHEAD**.
- **WHEN APPLYING A LOAD, IT SHOULD BE DIRECTLY UNDER THE HOIST. AVOID OFF CENTER LOADING OF ANY KIND.**
- Take up a slack load chain carefully and start load easily to avoid shock and jerking of hoist load chain. If there is any evidence of overloading, immediately lower the load and remove the excess load.
- **DO NOT** allow the load to swing or twist while hoisting. **USE A TAG LINE** to control the load.
- **DO NOT** use the control handle and the control wire as a tag line.
- **DO NOT** allow the load to bear against the hook latch. Apply the load to the hook bowl or saddle **ONLY**.
- When preparing to lift a load, be sure that the attachments to the hook are firmly seated.
- Continue to lift **ONLY** after you are assured the load is free of all obstructions.
- **DO NOT** wrap the load chain around the load and hook onto itself as a choker chain.
- **DO NOT** load the hoist beyond the rated capacity.
- Stand clear of the load and avoid moving the load over the heads of other personnel. Warn personnel of your intentions to move a load in their area.
- **DO NOT** use the lift for lifting persons.
- **NEVER** operate the hoist when flammable materials or vapors are present. Electrical devices produce arcs or sparks that can cause fire or explosion.
- **STAY ALERT!** Watch what you are doing and use common sense. Do not use the hoist when you are tired, distracted or under the influence of drugs, alcohol or medication causing diminished control.
- Report any operating problems to the Port Authority immediately.

I, _____ (**Print Name**), have read and understand the **OPERATING AND SAFETY INSTRUCTIONS** as listed above, and agree to exercise all caution and safety practices when operating the electric chain hoists or any hoist at the commercial piers under the management of the Division of Ports and Harbors (Port Authority) and failure to comply with the **OPERATING AND SAFETY INSTRUCTIONS** may result in revocation of permits.

Signature: _____

Date: _____

Return within 10 days in person or by mail to:
NH Port Authority, 555 Market St. Portsmouth, NH 03801.
This notice must be on file with the NH Port Authority prior to using the hoists at the Rye Harbor, Hampton Harbor and Portsmouth Commercial Fish Piers.



5 - View of entrance of bait cooler (West face)

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 Allard:

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;

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MOTION

Director Loughlin:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed at the non-public session of its May 17, 2018 meeting related to:

1. Acquisition, sale or lease of property;

would, if disclosed publically 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 Board of Directors, the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

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