

NOTE:

8:00 Capital Improvement and Land Planning Committee Public Hearing– Seacoast Helicopters, LLC: Director Loughlin, Chairman, Director Allard, Director Levesque and Director Torr

**PEASE DEVELOPMENT AUTHORITY
Thursday, June 21, 2018**

PUBLIC AGENDA

Time: 8:30 a.m.

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

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: May 17, 2018*
- III. Public Comment
- IV. Old Business
- V. Recognitions – Service Credit Union Donation
- VI. Golf Committee*
 - A. Reports
 1. Clubhouse and Dining Room Enhancements*
 2. Golf Event Bookings*
 - B. Approvals
 1. Patio Canopy Design* (Torr)
 2. Turf Products, Inc. – Greens Mowers and Trim Mower* (Loughlin)
- VII. Finance Committee*
 - A. Reports
 1. Operating Result for Ten Month Period Ending April 30, 2018*
 2. Nine Month Cash Flow Projections to February 28, 2019*
 - B. Approvals
 1. FY 2019 Operating Budget and FY 2020-FY2022 Forecast * (Lamson)
- VIII. Leases
 - A. Approvals
 1. Farley White Pease, LLC – 90 Arboretum Drive* (Allard)

- IX. Signs
 - A. Approvals
 - 1. Wentworth-Douglass Hospital – 73 Corporate Drive* (Levesque)
 - 2. Redhook of New Hampshire, Inc. – 35 Corporate Drive* (Bohenko)

- X. Executive Director’s Reports/Approvals
 - A. Reports
 - 1. Water Treatment Plant Improvement Update*
 - 2. Golf Course Operations
 - 3. Airport Operations
 - a) PSM
 - b) Skyhaven Airport
 - c) Noise Line Report*
 - B. Approvals
 - 1. Bills for Legal Services* (Allard)
 - 2. Vogel Vending – Concession Agreement* (Loughlin)
 - 3. A&B Vending Co., Inc. – Concession Agreement* (Lamson)
 - 4. Great Circle Catering – Concession Agreement* (Bohenko)
 - 5. NHDOT – AIP Grant for Aircraft Rescue and Fire Fighting Training Facility* (Levesque)
 - 6. Transportation Infrastructure Improvement Fee* (Torr)

- XI. Division of Ports and Harbors
 - A. Reports
 - 1. Port Advisory Council*
 - 2. Eastman’s Fishing Fleet, LLC dba Eastman’s Party Fishing – ROE*
 - 3. Commercial Use Mooring Transfers*
 - 4. Rye Harbor Winter Storm Damage*
 - B. Approvals
 - 1. Pda 300 Rules – Re-adoption* (Bohenko)

- XII. Special Events
 - A. Report
 - 1. NH ANG – Pease Minuteman Fund 7k Road Race

XIII. New Business

XIV. Upcoming Meetings

Golf Committee	August 13, 2018
Finance Committee	August 13, 2018 @ 8:30 a.m.
Board of Directors	August 16, 2018

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

XV. Directors' Comments

XVI. Non-Public Session* (Allard)

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

XVII. Vote of Confidentiality* (Loughlin)

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

A. Approvals

1. Two International Group – 100 New Hampshire Avenue – Option Extension* (Torr)
2. Summit Land Development, LLC – 160 Corporate Drive – Option Extension* (Levesque)

XIX. Adjournment


XX. Press Questions

* Related Materials Attached

** Related Materials Previously Sent

*** Related Materials will be provided under separate cover

+ Materials to be distributed at Board Meeting

 Confidential Materials

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

Thursday, May 17, 2018

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

I. Call to Order

Chairman Smith called the meeting to order at 8:33 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

Chairman Smith welcomed the new Board Director, Neil Levesque, who was appointed by the Senate President and replaces Robert Preston. Vice-Chairman Loughlin spoke about Robert Preston, his service to the public and the PDA.

II. Acceptance of Meeting Minutes: April 20, 2018

Director Loughlin moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the April 20, 2018 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

III. Public Comment

Rick Becksted, City of Portsmouth City Council member and PDA liaison, spoke as a resident about the approval by the City of Portsmouth (“COP”) to upgrade the sewer plant. Mr. Becksted expressed his concerns about nitrogen being a future concern and asked that the PDA look at its agreement with the COP expiring in June which pertains to nitrates in the water.

Director Bohenko explained that the agreement Mr. Becksted referenced is a 1998 agreement. Director Bohenko stated that he will discuss with the PDA staff but he believes that there is no longer any exposure. Discussion ensued about the Great Bay Municipal Coalition (“Coalition”). Ms. Hinchee explained that PDA elected to not join the Coalition because the COP was managing the wastewater system for PDA. In response to Director Lamson’s question whether the Coalition is evaluating the stormwater runoff, Director Bohenko said he will have to check.

IV. Old Business

A. Approvals

1. NHDOT – Release of Park and Ride

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

V. Finance

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

A. Reports

1. Operating Result for Nine Month Period Ending March 31, 2018

Mr. Canner reported that the current trends are holding. Revenues are above budget by 4% which is due to the increase in fee revenues, fuel sales, concession revenues and in activity at the Portsmouth International Airport at Pease ("PSM") such as car rentals. Expenses are below budget by 1.5%. There were increased expenses in payroll due to overtime from the Division of Ports and Harbors ("DPH") wharfage and dockage activities and PSM enplanement activities. Wharfage and dockage fees have increased to approximately \$127,000 this fiscal year. Staffing shows there are 132 people on the payroll today which includes seasonal employees. There is a total of 60 benefitted positions, 50 for PDA and 10 for DPH.

Mr. Canner reviewed the Balance Sheet indicating that as of today, the cash balance has increased to \$6.1 million. The current ratio trends are all favorable. PDA has not tapped into the Revolving Line of Credit ("RLOC"). The amount spent on construction to date is \$4.5 million. The primary activity is at PSM with the NHANG representing the largest of the expenditures above \$2.5 million.

Mr. Canner reviewed the individual business units. PSM had 38,000 enplanements as of today. As of last year at this time there were above 41,000 enplanements.

Mr. Canner stated that the fuel sales were below budget at Skyhaven Airport ("DAW") by approximately 9% which could be due to the 6% increase in fuel costs. Since inception, PDA's contribution to DAW's operation is \$1.6 million.

Mr. Canner reported on the Golf Course finances. The concession revenues are above budget and overall the operating revenues are above budget by 9%. Revenues from the simulators are down 4% from last year. The rounds of golf played so far this season is 2,600.

2. Nine Month Cash Flow Projections to January 31, 2019

Mr. Canner reported on the cash flow projections for the nine month period ending January 31, 2019. The closing fund balance will be over \$3 million. The more significant expenses will be in capital with close to \$7 million spent on capital expenditures in grant and non-grant related activities. The average should be \$3.8 million during this nine-month period.

The debt analysis shows the interest rate if borrowing today would be 4.55% which is an increase from the start of the year. The RLOC expires in December and PDA has already begun negotiations with Provident Bank to extend.

The DPH unrestricted funds shows today's balance of about \$1 million, dropping down to just under \$400,000 in January. In response to Director Lamson's question about whether PDA has received all of

the grant money requested, Ms. Stowell and Mr. Canner stated that PDA is up to date with FAA reimbursements on what was spent.

3. Revolving Loan Fund Semi Annual Report Ending March 31, 2018

Mr. Canner reported on the semi-annual reporting to the EDA regarding the Revolving Loan Fund (“RLF”). The original funding was \$810 million in 1994 and the value of that today is about \$1.2 million based on interest income received from loans. The cash balance is \$132,000 and the loans outstanding is close to \$1.1 million. There are 20 individual participants in the portfolio and everyone is current. Mr. Canner discussed the changes in the reporting requirements for the EDA.

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

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

A. Reports

1. Long Term Care Partners – ROE

Mr. Mullen reported that Long Term Care Partners was granted a ROE for the period of May 10, 2018 through October 31, 2018 for the purpose of using the Premises as a picnic area and the temporary installation of a sun shelter over the picnic area.

2. Two International Group, LLC – ROE

Mr. Mullen reported that Two International Group, LLC was granted a ROE for the period of April 25, 2018 through July 31, 2018 for inspection purposes at the Premises located at 100 New Hampshire Avenue.

B. Approvals

1. EAA Chapter 225 – ROE

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

2. New England Aerobatic Club – ROE

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

3. AMEC Foster Wheeler Environment & Infrastructure, Inc. – ROE Extension

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

4. Jalbert Leasing, Inc. dba C&J Bus Lines – ROE

Director Loughlin moved and Director Torr seconded that **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. Discussion: In response to the question by Director Bohenko, Mr. Mullen reported that the parking is for overflow. Director Lamson commented that this ROE is good for C & J. Disposition: Resolved by unanimous vote for; motion carried.**

5. FAA – Memorandum of Agreement for Navigation Equipment

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

VII. Leases

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

A. Reports

1. 222 International, LP – Currency Capital, LLC

Mr. Mullen reported that 222 International, LP entered into a sublease with Currency Capital, LLC (“Currency Capital”) for 3,007 square feet within the leased premises at f195 New Hampshire Avenue, Suite 135, for a period of three years beginning the date of completion of improvement on or about May 21, 2018. Currency Capital will use the premises for general business offices. Director Lamson approved the sublease.

B. Approvals

1. Farley White Pease, LLC – 90 Arboretum Drive – Concept Plan

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approved 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. Discussion: Sam Altreuter from Farley White and Gregg Mikolaities from August Consulting were present to discuss the concept plans and provided copies of the master plans for the project. In response to Director Lamson’s question of how many parking spaces were to be added,**

Mr. Altreuter stated 320 spaces will be added. Director Lamson complimented Farley White on their landscaping designs and stated how attractive the property looks. Disposition: Resolved by unanimous vote for; motion carried.

VIII. Signs

A. Approvals

1. Wentworth-Douglass Hospital – 73 Corporate Drive

Director Torr moved and Director Lamson seconded that **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.** Discussion: Director Loughlin stated that he felt the signs are too large and not appropriate for signs on the Pease campus. He provided a handout of photos taken of signs at other Wentworth-Douglass Hospital (“WDH”) sites as well as other signs on the Tradeport. Director Loughlin requested that the signs be modified. Dan Dunn from WDH and Craig Moore from Barlo Signs explained the concept of the signs; that they contained minimal information on them, were designed for overall readability and were intended to direct a variety of patients to the appropriate building for services. Mr. Mullen mentioned that the signs are interior directional signs which are not restrictive as to size. Director Loughlin expressed his concern of setting a precedent and indicated that the City ordinance limits signs to two square feet. In response to Director Bohenko’s question as to timing/needs and the potential tabling the Motion until June to come up with new designs, Mr. Dunn was concerned about delays but would work with PDA staff to come up with a compromise. Director Bohenko asked Mr. Dunn to provide examples of signs of those being proposed now so people can drive by to get a physical sense of the size and proportion. Director Bohenko moved to table this item until the June 2018 Board meeting. Disposition: Resolved by unanimous vote to table the Motion until the June 2018 Board meeting; motion carried; item tabled.

Note: Director Loughlin left the room at 9:27 a.m. and returned at 9:29 a.m.

IX. Contracts/Agreements

A. Approvals

1. Terminal Expansion Project – AIP Grant Acceptance

Director Allard moved and Director Torr seconded that **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. Discussion: Director Lamson complimented Ms. Stowell for the amount of information in her memo and expressed how helpful it was. In response to Director Allard’s question

about whether this grant will work into the expansion project, Ms. Stowell explained the urgency of using this grant money now and how it ties in with the PSM expansion project. Disposition: Resolved by unanimous vote for; motion carried.

X. Executive Director's Reports/Approvals

A. Reports

1. Golf Course Operations

Scott DeVito, General Manager, reported on the activities at the Golf Course. Mr. DeVito reported that the leagues are up and running and there are heavy bookings in place. All 27 holes were open by the end of April. It is expected the Golf Course could see 52,000-54,000 for this year.

2. Airport Operations

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

a) PSM

There was heavy activity this month. The number of enplanements so far is 12,564 which equates to approximately 25,000 passengers coming and going through the building. That broke down to 5,000 scheduled Allegiant travelers and approximately 7,500 charter passengers that leaves a mixture of troop flights, small NCAA small college teams going through and a couple of Miami Air corporate travel flights.

b) Skyhaven Airport

Mr. Brean reported on that the general aviation season is starting at DAW. The Wings and Wheels event is coming up the beginning of June.

c) Noise Line Report

There were a total of four noise inquiries at PSM during the month of April. There were three inquiries regarding fixed wing activities from residents in Durham, Newmarket and Portsmouth. There was one inquiry regarding rotor activities originating from a Portsmouth resident.

In response to Director Bohenko's questions about Allegiant and the tracking for PSM, Mr. Brean reported that there will be no seasonal hiatus for Sanford/Orlando and Punta Gorda flights as seen in prior years and that car rental is the biggest indicator of business at PSM. In response to Chairman Smith's question about the effect of the 60 Minutes report on Allegiant, Mr. Brean said that Allegiant saw a decrease for a three-day period but the result is that Allegiant is the safest airline.

B. Approvals

1. Bills for Legal Services

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to expend funds up to \$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	\$21,236.96	
	CLF		
	Regulatory Issues Re: Port Oper.	<u>\$551.00</u>	
			<u>\$21,787.96</u>
	Total		<u>\$23,462.96</u>

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

XI. Division of Ports and Harbors

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

A. Reports

1. Port Advisory Council

Mr. Marconi reported that the Port Advisory Council (“PAC”) met on May 9, 2018. The approved minutes of the meeting on April 11, 2018 are included for the Board’s information.

2. Commercial Use Mooring Transfers

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

	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Rye Harbor	No. 965	Commercial Charter	04/17/18
Transferor:	Peter Horan		
Transferee:	Chris Ward		

3. USS Manchester Commissioning/Navy League, McKean Defense and Husbanding Agent – ROE

Mr. Marconi reported that three ROEs were granted in connection with the commissioning of the USS Manchester, which activities will begin May 26th. The Navy League is chairing the Commissioning Committee; McKean Defense is a contractor hired by the Navy and will organize the ceremonies and other activities associated with the commissioning ceremonies; and the husbanding agent, which only recently was named due to RFP timing, is similar to what a ship’s agent would be on a commercial vessel and will be overseeing the supplies to the ship, setting up certain perimeters around the ship. The Navy and federal security assets will be on site to provide security. In response to questions Mr. Marconi indicated that the USS Manchester will arrive in port on Monday, May 21st around 2:00 p.m.

B. Approvals

1. Textiles Coated International – FTZ Agreement

Director Allard moved and Director Loughlin seconded that **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. Discussion: Chairman Smith expressed his appreciation of Mr. Marconi's efforts regarding his work on the FTZ. Mr. Marconi reported that there has been more interest in FTZ since the changes in US tariffs. Disposition: Resolved by unanimous vote for; motion carried.

2. Black Dog Charters, LLC – ROE

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

3. Bait Cooler – ROE

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

XII. New Business

There was no new business.

XIII. Upcoming Meetings

Chairman Smith reported that the following meetings will be held:

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.

XIV. Directors' Comments

Director Lamson thanked Mr. Marconi and his staff for all their hard work. Mr. Marconi gave special recognition to Deputy Chief Harbormaster Grant Nichols who took the lead on the coordination of the USS Manchester events and did an exemplary job.

Director Levesque expressed his appreciation for the welcome and his excitement to work with everyone at PDA.

XV. Non-Public Session

Director Allard moved and Director Loughlin 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.**

Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. The Board entered into non-public session at 9:48 a.m. The Board returned to public session at 10:32 a.m.

Note: Director Loughlin left the meeting at 10:32 a.m.

XVI. Vote of Confidentiality

Director Allard moved and Director Torr seconded that **Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its May 17, 2018 meeting related to:**

1. **Leasing of property;**

would, if disclosed publically, a) render the proposed actions ineffective; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply. Note: This motion requires 5 Affirmative Votes. Discussion: None. Disposition: Resolved by six roll call votes for; Director Loughlin was absent and did not vote; motion carried.

XVII. Adjournment

Director Bohenko moved and Director Allard seconded to **adjourn the Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. Meeting adjourned at 10:33 a.m.

XVIII. Press Questions

There were no members of the press present.

Consultation with Counsel was held in the Board Room.

Respectfully submitted,



David R. Mullen
Executive Director

COPY

PEASE DEVELOPMENT AUTHORITY
Monday, June 18, 2018

GOLF COMMITTEE
AGENDA

Time: 8:00 a.m.

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

AGENDA

- I. Call to Order
 - II. Acceptance of Meeting Minutes: November 13, 2017*
 - III. Public Comment
 - IV. Old Business
 - A. Reports
 - 1. Clubhouse and Dining Room Enhancements*
 - B. Approvals
 - 1. Patio Canopy Design* (Levesque)
 - V. New Business
 - A. Reports
 - 1. Golf Event Bookings*
 - B. Approvals
 - 1. Turf Products, Inc. – Greens Mowers & Trim Mower Replacement* (Allard)
 - VI. Public Comment
 - VII. Upcoming Meetings

Finance Committee	June 18, 2018 – 8:30 a.m.
Capital Improvement and Land Planning Committee	June 21, 2018 – 8:00 a.m.
Board of Directors	June 21, 2018 – 8:30 a.m.
 - VIII. Adjournment
 - IX. Press Questions
- * Related Materials Attached
** Related Materials Previously Sent
*** Related Materials will be provided under separate cover
+ Materials to be distributed at Board Meeting
■ Confidential Materials

Phase II Dining Room Enhancements

Lighting

Rockingham Electric \$ 2,181.72

Shades of light \$ 1,831.94

Artwork

Tobey Design \$ 917.50

Leftbank Art \$ 3,811.00

Golf Quotes \$ 7,200.00

Painting

J&M Painting \$ 8,400.00

Wi-Fi System

Tesah Tech \$ 3,500.00

Floor Mats

Consolidated Plastics \$ 2,572.00

PDA Staff Hour Allocation \$ 800.00

Total \$ 31,214.16

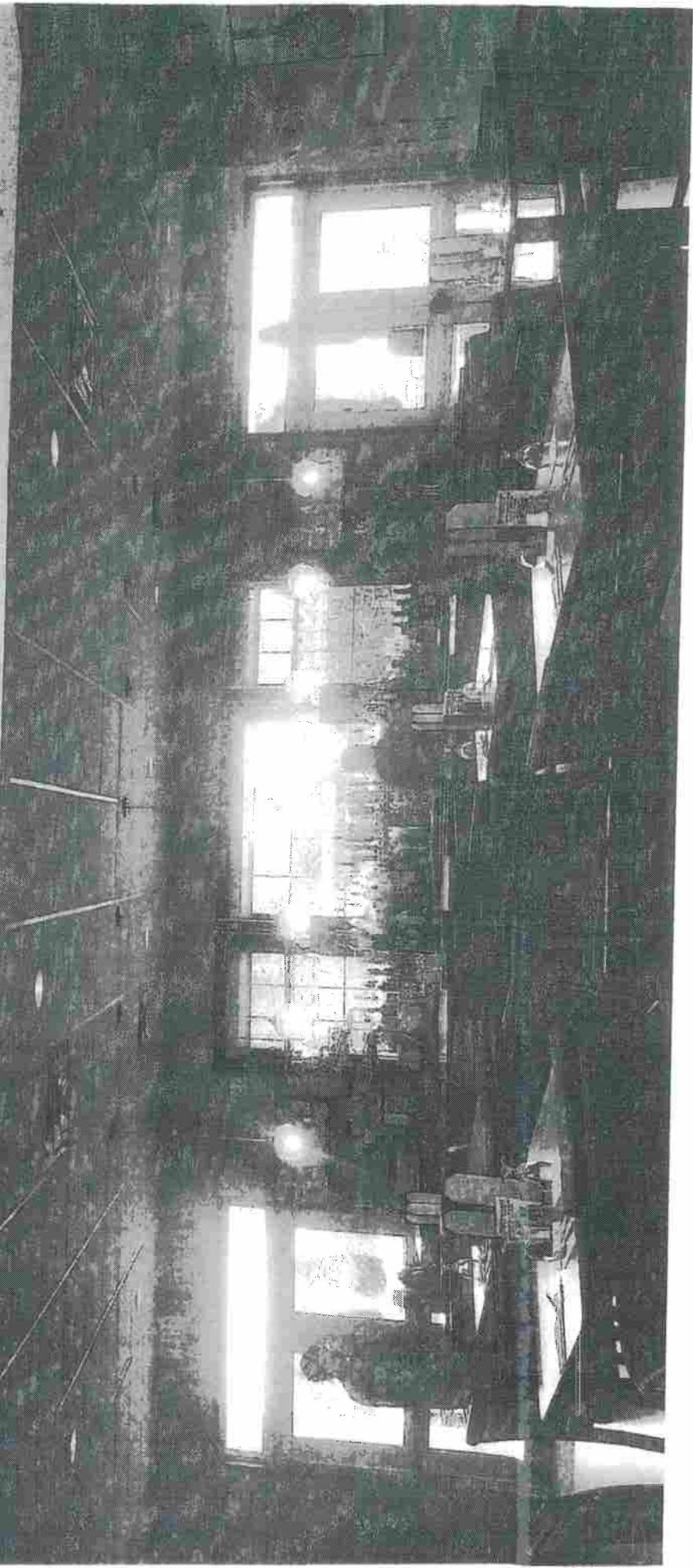
Budgeted \$ 40,000.00

"I read the greens in Spanish, but I putt in English."

Chi Chi Rodriguez

"The more I practice, the luckier I get."

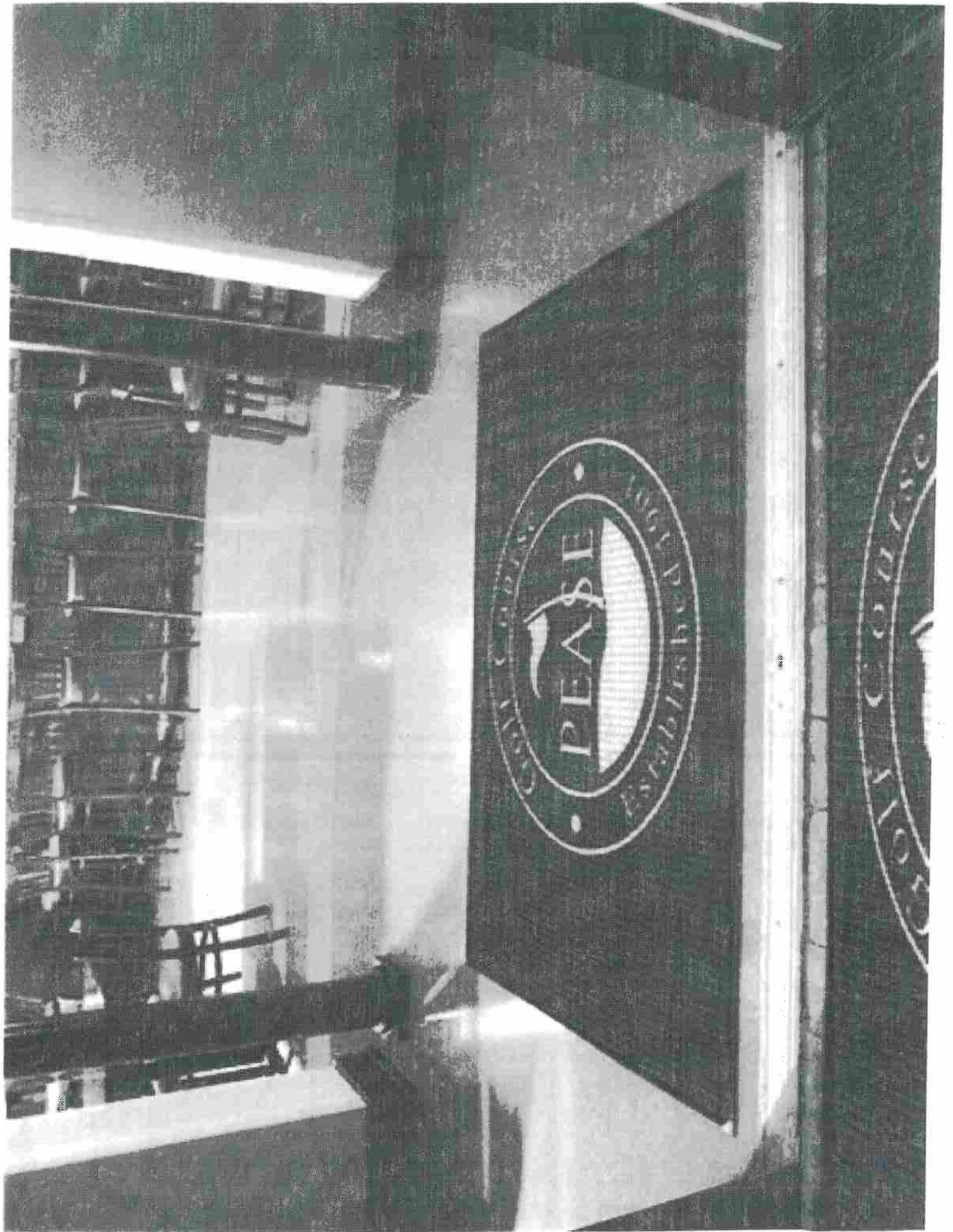
Gary Player











GRIFFIN 28
RESTAURANT AT PEASE GOLF COURSE




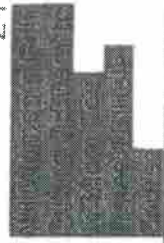
GRIFFIN 28
RESTAURANT AT PEASE GOLF COURSE

May Golf Outings 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5 Dan Nadeau Memorial 1:00pm Shotgun Front & Blue Course
6	7 NH Golf Senior/Mid Am Championship	8 NH Golf Senior/Mid Am Championship	9 NH Golf Senior/Mid Am Championship	10	11 Dover Soccer Outing 8:00am Shotgun Front & Blue Course	12 [Redacted]
13	14	15	16	17	18 [Redacted]	19 [Redacted]
20 [Redacted]	21	22	23	24	25	26
27	28	29	30	31		
NH Golf One Time Event	Dover Soccer Moving to June 2019					

April							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	3	4	5	6	7	8	9
8	9	10	11	12	13	14	10	11	12	13	14	15	16
15	16	17	18	19	20	21	17	18	19	20	21	22	23
22	23	24	25	26	27	28	24	25	26	27	28	29	30
29	30												

July Golf Outings 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat																																																																																																		
1	2	3	4	5	6	7																																																																																																		
8	9	10	11	12	13	14																																																																																																		
15	16	17	18	19	20	21																																																																																																		
		NH Juniors 8:00am to 10:30am Tee Times 18 Hole Course				Kappa Sigma Outing 10:00am Shotgun 18 Hole Course																																																																																																		
22	23	24	25	26	27	28																																																																																																		
				NE Juniors 10:00 am to 12:00pm Tee Times 18 Hole Course																																																																																																				
29	30	31																																																																																																						
	New Hope Outing 8:00am Shotgun 18 Hole Course																																																																																																							
<table border="1"> <thead> <tr> <th colspan="7">June</th> <th colspan="7">August</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr> <td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td> </tr> <tr> <td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td> <td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td> </tr> <tr> <td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td> <td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td> </tr> <tr> <td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td> <td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td> </tr> </tbody> </table>							June							August							S	M	T	W	T	F	S	S	M	T	W	T	F	S	3	4	5	6	7	8	9	1	2	3	4	5	6	7	10	11	12	13	14	15	16	8	9	10	11	12	13	14	17	18	19	20	21	22	23	15	16	17	18	19	20	21	24	25	26	27	28	29	30	22	23	24	25	26	27	28								29	30	31				
June							August																																																																																																	
S	M	T	W	T	F	S	S	M	T	W	T	F	S																																																																																											
3	4	5	6	7	8	9	1	2	3	4	5	6	7																																																																																											
10	11	12	13	14	15	16	8	9	10	11	12	13	14																																																																																											
17	18	19	20	21	22	23	15	16	17	18	19	20	21																																																																																											
24	25	26	27	28	29	30	22	23	24	25	26	27	28																																																																																											
							29	30	31																																																																																															

August Golf Outings 2018



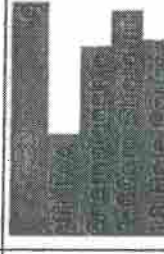
Sun	Mon	Tue	Wed	Thu	Fri	Sat																																																																																				
			1	2	3	4																																																																																				
5	6	7	8	9	10	11 American Legion 8:00am Shotgun 18 Hole Course																																																																																				
12	13	14	15	16	17	18 Fern Acres 10:30 Shotgun Blue Course 9 Holes																																																																																				
19	20	21	22	23	24	25																																																																																				
26	27	28	29	30	31																																																																																					
<table border="1"> <thead> <tr> <th colspan="7">June</th> <th colspan="7">August</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr> <td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td> <td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td> </tr> <tr> <td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td> <td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td> </tr> <tr> <td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td> <td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td> </tr> <tr> <td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td> <td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td> </tr> </tbody> </table>							June							August							S	M	T	W	T	F	S	S	M	T	W	T	F	S	3	4	5	6	7	8	9	5	6	7	8	9	10	11	10	11	12	13	14	15	16	12	13	14	15	16	17	18	17	18	19	20	21	22	23	19	20	21	22	23	24	25	24	25	26	27	28	29	30	26	27	28	29	30	31	
June							August																																																																																			
S	M	T	W	T	F	S	S	M	T	W	T	F	S																																																																													
3	4	5	6	7	8	9	5	6	7	8	9	10	11																																																																													
10	11	12	13	14	15	16	12	13	14	15	16	17	18																																																																													
17	18	19	20	21	22	23	19	20	21	22	23	24	25																																																																													
24	25	26	27	28	29	30	26	27	28	29	30	31																																																																														

September Outings 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8 Seabrook Station Outing 10:00am Shotgun Blue & Front
9	10	11 ANG League 12:00pm Shotgun 18 Hole Course	12	13	14	15
16	17	18 Seacoast Military League 12:00pm Shotgun 18 Hole Course	19	20	21	22 Methuen Construction Outing 8:00am
23	24	25	26	27	28 Pilots & Drivers Outing 9:00am Shotgun 18 Hole Course	29
30						

October Outings

2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat																																																																																																		
	1 	2	3	4 	5	6																																																																																																		
7	8 		10	11	12	13 Great Bay College Outing 10:00am Shotgun 18 Hole Course																																																																																																		
14	15	16	17	18	19 First Methodist Outing 9:00am Shotgun Blue & Front Course	20																																																																																																		
21	22	23	24	25	26	27																																																																																																		
28	29	30	31																																																																																																					
				<table border="1"> <thead> <tr> <th colspan="7">June</th> <th colspan="7">August</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr> <td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td> <td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td> </tr> <tr> <td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td> <td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td> </tr> <tr> <td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td> <td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td> </tr> <tr> <td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td> <td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table>			June							August							S	M	T	W	T	F	S	S	M	T	W	T	F	S	3	4	5	6	7	8	9	3	4	5	6	7	8	9	10	11	12	13	14	15	16	10	11	12	13	14	15	16	17	18	19	20	21	22	23	17	18	19	20	21	22	23	24	25	26	27	28	29	30	24	25	26	27	28	29	30														
June							August																																																																																																	
S	M	T	W	T	F	S	S	M	T	W	T	F	S																																																																																											
3	4	5	6	7	8	9	3	4	5	6	7	8	9																																																																																											
10	11	12	13	14	15	16	10	11	12	13	14	15	16																																																																																											
17	18	19	20	21	22	23	17	18	19	20	21	22	23																																																																																											
24	25	26	27	28	29	30	24	25	26	27	28	29	30																																																																																											

MOTION

Director Torr:

In accordance with the recommendation of the PDA Golf Committee, the PDA Board of Directors approves of and authorizes the Executive Director to execute a contract for design services with PDA's retained architectural firm (to be determined) in an amount not to exceed \$20,000.00; all in accordance with the memorandum from Scott D. DeVito, General Manager, dated June 6, 2018, attached hereto.

N:\RESOLVES\2018\GC-PatioDesign 0618.docx

MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, General Manager

Date: June 6, 2018

Subject: Request to start design of Patio Covering

This memo is being submitted to request approval to proceed with the design phase of a three-season covering for the patio area at the Clubhouse at the Golf Course at Pease ("Golf Course"). Design will include the necessary frame structure, vinyl top and sides, lighting, fans, and heat. The Pease Development Authority ("PDA") engineering department will work with the PDA retained architect firm to complete the design concept and estimated cost for the project. Funds for the design portion have been allocated in the FY2019 budget, with the installation portion allocated in the FY2020 budget. The design concept will be presented to the Board, and, if approved, we would go out to bid and return again for final approval to proceed.

The attached slides, when previously presented to the Board, are an example of a three-season cover we feel will work best for the operation and is a less expensive alternative to a hard cover. The photos show free standing heat lamps, but according to Portsmouth code we would need to seek an alternative option.

The product displayed in the attached slides is estimated to last 12 years. Annual maintenance would include power washing top and side covers and removing fans, lights, heating units for winter storage. We are reviewing the breakdown, setup and storage of the equipment to see if it is best managed by the Golf Course Maintenance staff or if it should be out sourced to a tent contractor. The patio cover will be in use from St. Patrick's Day through December 31 each season depending on weather conditions.

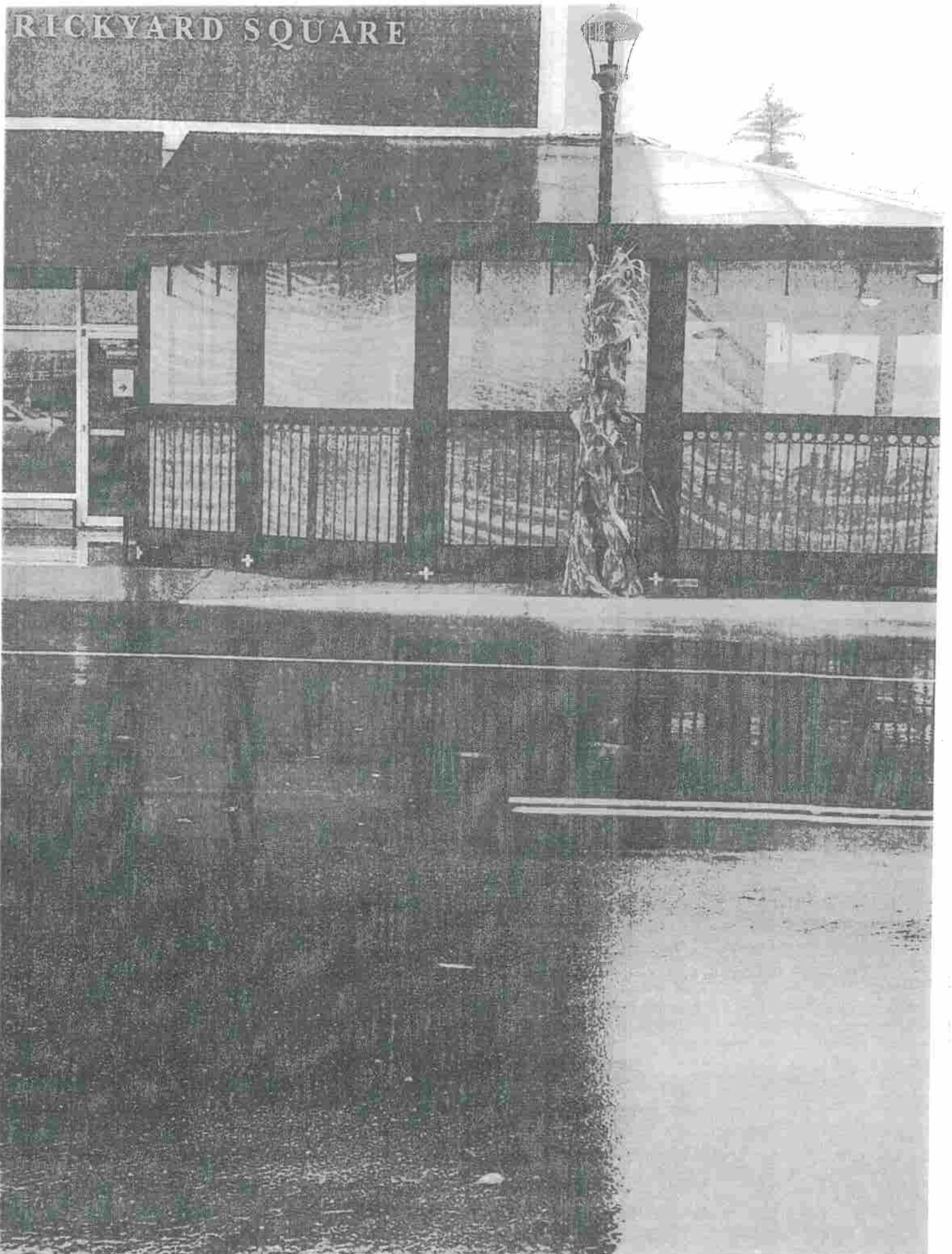
Below are preliminary estimates of the project expenses.

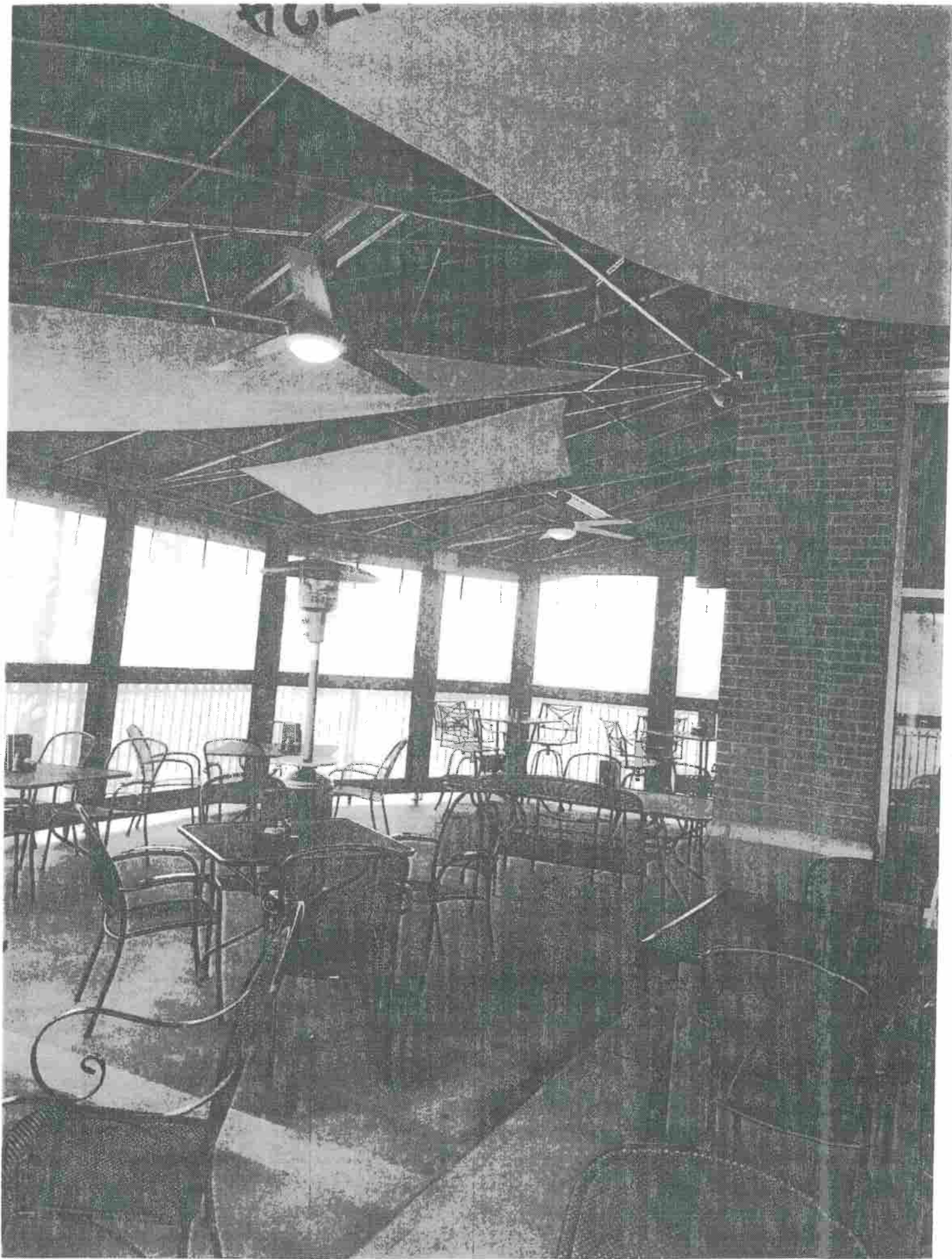
Item	Estimated Cost
Patio Covering Design	\$ 20,000
Patio Covering, Sides & Frame	\$ 70,000
Lighting, Fans, Heating	\$ 15,000
Additional Tables & Chairs	\$ 5,000
Total	\$ 110,000

Total expenses not to exceed the proposed \$110,000.

Thank you for your consideration in this matter.

RICKYARD SQUARE







MOTION

Director Loughlin:

In accordance with the recommendation of the PDA Golf Committee, the PDA Board of Directors approves of and authorizes the Executive Director to execute a contract with Turf Products, Inc. at a cost of \$110,512.74 for the purchase of two Toro brand greens mowers and one trim mower; all in accordance with the memorandum from Scott D. DeVito, General Manager, dated June 6, 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:

- (1) all four of the current triplex mowers and the two trim mowers are Toro brand;
- (2) purchase of the Toro brand for the new equipment will allow use of the \$6,000-\$8,000 worth of current Toro inventory on hand; and
- (3) bids from Turf Products, Inc. were the only ones received during the last several replacement cycle bids.

N:\RESOLVES\2018\GC-GreensMowers 0618.docx

MEMORANDUM

To: David R. Mullen, Executive Director

From: Scott DeVito, General Manager

Date: June 6, 2018

Subject: Request to waive the RFP process and to purchase two triplex greens mowers with accessories, and a trim mower

This is a request to waive the RFP process to purchase two triplex greens mowers with accessories that include one set of greens groomers, one set of greens brushes, and one set of additional cutting reels and trim mower (the "equipment") from Turf Products LLC, 157 Moody Road, Enfield, CT 06082 for a total purchase price of \$110,512.74.

To maintain greens, tees and approach areas on the 27 holes, the operation requires having four rotating triplex greens mowers. Two units are dedicated to mowing the 30 greens throughout the facility and two are dedicated to mowing 62 tees and 29 approach areas. The two new triplex greens mowers will become the primary greens mowers. The two 2013 triplex greens mowers that were dedicated to mowing greens the last five seasons will be refitted and become the primary tee and approach mowers. The two 2009 units currently being used for tees and approaches will be stripped for parts or sold.

The greens groomers and greens brushes are used every other day during the season as part of the turf maintenance program. The extra set of reels will be used on one of the tee and approach mowers replacing a worn out set.

The trim mower will be replacing a 2009 unit, which is used around all the greens, tees and the primary mower for the clubhouse lawns.

Reasons to waive the RFP process:

- All four of the current triplex mowers and the two trim mowers are Toro brand;
- Purchase of the Toro brand for the new equipment will allow use of the \$6,000-\$8,000 worth of current Toro inventory on hand; and
- Bids from Turf Products, Inc. were the only ones received during the last several replacement cycle bids.

Funds for the greens mowers with accessories, and trim mower will come from the Golf Course FY2019 capital budget. Please seek Board approval to enter into a contract for the purchase of the equipment.

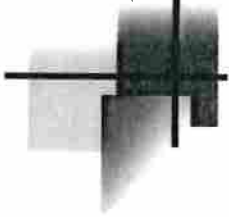
Thank you for your consideration.

FINANCE COMMITTEE AGENDA

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

- I. Call to Order (*Allard*)
- II. Acceptance of Committee Meeting Minutes: April 16, 2018*
- III. Public Comment
- IV. Reports (*Canner*)
 - 1. Operating Results for the Ten Month Period Ending April 30, 2018 *
 - 2. Nine Month Cash Flow Projections through February 28, 2019 *
- V. Approvals (*Lamson*)
 - 1. FY 2019 Operating Budget and FY 2020-FY 2022 Forecast *†
- VI. Next Committee Meetings- August 13, 2018 @ 8:30 AM
- VII. Director's Comments
- VIII. Adjournment
- IX. Press Questions

* Related Materials Attached.
† Proposed Motion



FY 2018 FINANCIAL REPORT FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018



**FINANCE COMMITTEE MEETING
JUNE 18, 2018**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES 2

FOR THE TEN MONTH PERIOD ENDING

APRIL 30, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES (PAGE #3)	<u>12,157</u>	<u>11,921</u>	<u>236</u>	<u>14,319</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS (PAGE #4 AND #5)	5,353	4,997	356	6,242
BUILDINGS AND FACILITIES MAINTENANCE	1,318	1,244	74	1,353
GENERAL AND ADMINISTRATIVE (PAGE #6)	942	974	(32)	1,153
UTILITIES (PAGE #6)	548	673	(125)	797
PROFESSIONAL SERVICES (PAGE #6)	393	565	(172)	681
MARKETING AND PROMOTION	220	243	(23)	295
ALL OTHER (PAGE #6)	<u>795</u>	<u>799</u>	<u>(4)</u>	<u>1,021</u>
OPERATING INCOME	<u>9,569</u>	<u>9,495</u>	<u>74</u>	<u>11,542</u>
NONOPERATING (INCOME) AND EXPENSE (PAGE #7)	(3)	9	(12)	12
DEPRECIATION	<u>4,860</u>	<u>5,256</u>	<u>(396)</u>	<u>6,306</u>
NET OPERATING INCOME	<u>(2,269)</u>	<u>(2,839)</u>	<u>570</u>	<u>(3,541)</u>

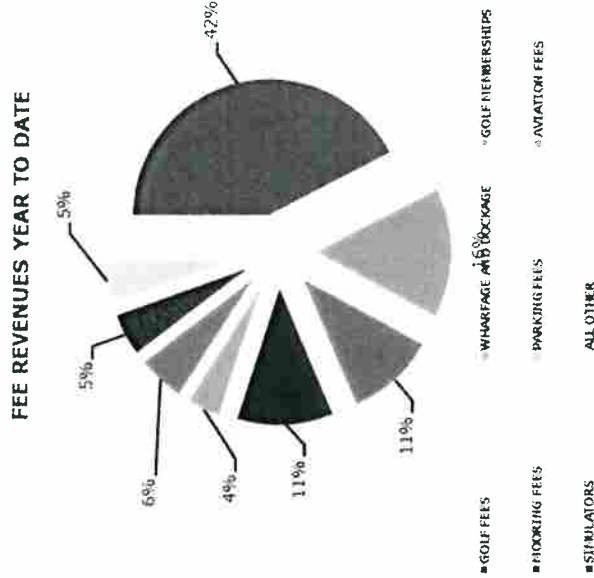
BUDGET VARIANCE ANALYSIS

- **OPERATING REVENUES- HIGHER BY 2.0 % ...**
- 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- HIGHER BY 0.8 %...**
 - ANTICIPATED TIMING DIFFERENCES ASSOCIATED WITH CLF RELATED LEGAL FEES
 - HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED
 - TIMING DIFFERENCES IN RECEIPT OF MULTIPLE UTILITY INVOICES
 - BENEFITED EMPLOYEE OVERTIME IN SUPPORT OF INCREASED ENPLANEMENTS AND WATERFRONT ACTIVITIES.

CONSOLIDATED OPERATING REVENUES FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	8,057	8,341	(284)	9,723
FEE REVENUES <i>(SEE PIE CHART)</i>	2,408	2,177	231	2,860
FUEL SALES <i>(SEE TABLE BELOW)</i>	653	577	76	699
CONCESSION REVENUE	362	276	86	348
GOLF MERCHANDISE	178	170	8	225
ALL OTHER- NET	499	380	119	464
	12,157	11,921	236	14,319



	ACTUAL SALES	BUDGETED SALES	BUDGET1 VARIANCES	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	54	60	(6)	42	52	(10)
PORTSMOUTH FISH PIER	383	362	21	297	302	(5)
RYE HARBOR	94	87	7	71	81	(10)
HAMPTON HARBOR	122	68	54	91	84	7
	653	577	76	501	519	(18)

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018

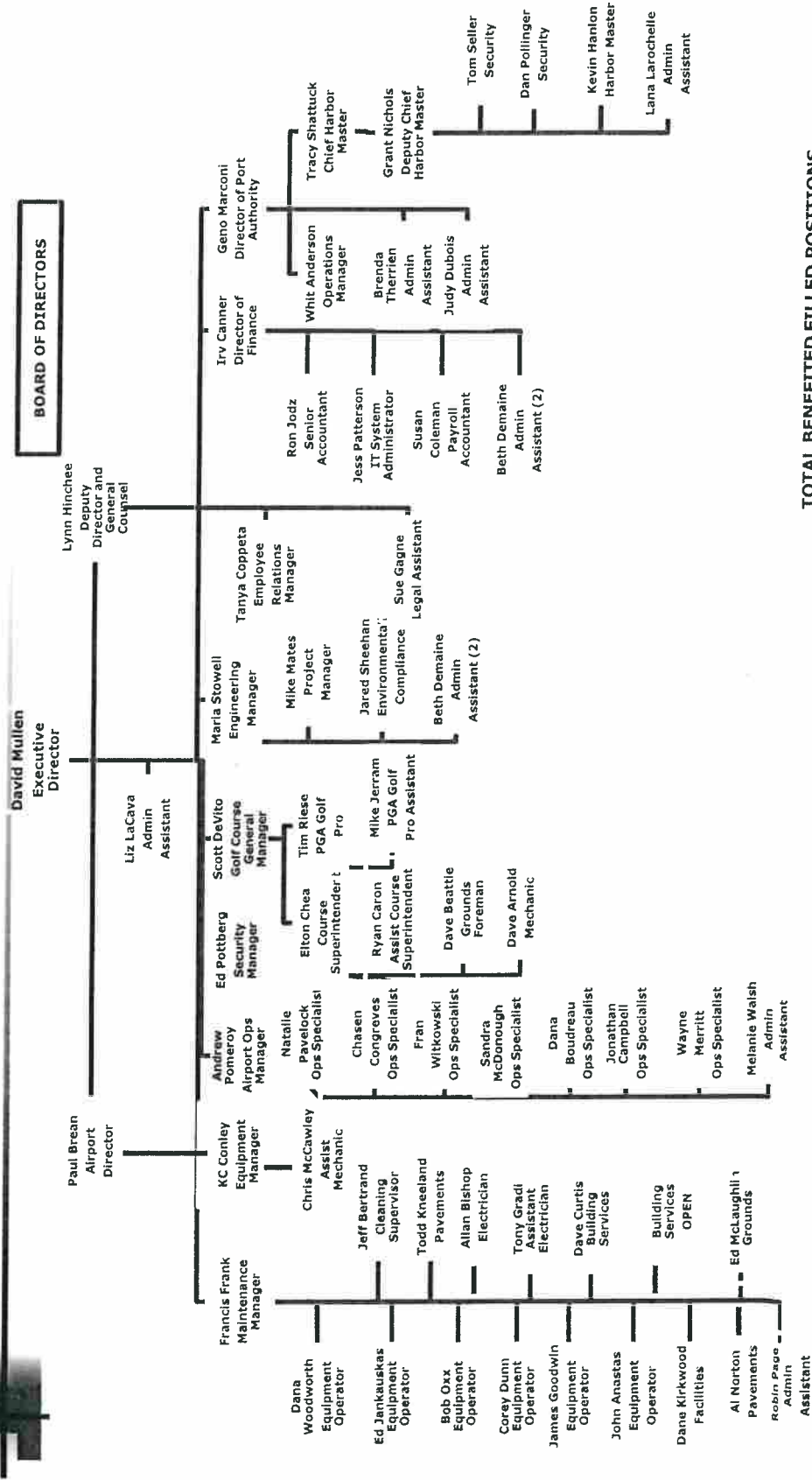
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
PERSONNEL SERVICES				
BENEFITED	3,129	2,937	192	3,741
NONBENEFITED	526	567	(41)	725
OVERTIME	280	176	104	198
ACCRUED VACATION AND SICK	(12)	-	(12)	-
	<u>3,923</u>	<u>3,680</u>	<u>243</u>	<u>4,664</u>
FRINGE BENEFITS				
HEALTH INSUR	926	793	133	952
RETIREMENT	425	443	(18)	528
DENTAL INSURANCE	55	51	4	62
LIFE INSURANCE	24	30	(6)	36
	<u>1,430</u>	<u>1,317</u>	<u>113</u>	<u>1,578</u>
	<u>5,353</u>	<u>4,997</u>	<u>356</u>	<u>6,242</u>

CURRENT STAFF ANALYSIS (FILLED POSITIONS)

	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL
EXECUTIVE	1.0	1.0	-	-	2.0
MAINTENANCE	-	18.0	1.0	1.0	20.0
PORTSMOUTH AIRPORT	3.0	8.0	5.0	-	16.0
SKYHAVEN	-	-	3.0	-	3.0
GOLF COURSE	3.0	4.0	-	46.0	53.0
ENGINEERING	3.0	0.5	-	-	3.5
LEGAL	1.0	2.0	1.0	-	4.0
FINANCE	2.0	2.5	-	-	4.5
PORT AUTHORITY	1.0	9.0	13.0	10.0	33.0
	<u>14.0</u>	<u>45.0</u>	<u>23.0</u>	<u>57.0</u>	<u>139.0</u>

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- CURRENT



TOTAL BENEFITED FILLED POSITIONS

49

10

PDA
DIVISION OF PORTS AND HARBORS

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

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018

(\$ 000's)

<i>UTILITIES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	<i>PROFESSIONAL SERVICES</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	311	348	(37)	420	LEGAL	242	417	(175)	500
WATER	65	111	(46)	120	INFORMATION TECHNOLOGY	62	71	(9)	85
WASTE DISPOSAL	78	79	(1)	100	EXTERNAL AUDIT	48	59	(11)	73
NATURAL GAS AND OIL	64	85	(21)	97	ALL OTHER- NET	<u>41</u>	<u>18</u>	<u>23</u>	<u>23</u>
PROPANE	<u>30</u>	<u>50</u>	<u>(20)</u>	<u>60</u>		393	565	(172)	681
	548	673	(125)	797					

<i>ADMINISTRATIVE AND GENERAL</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	<i>ALL OTHER</i>	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	286	294	(8)	357	FUEL	501	520	(19)	651
INSURANCE	139	134	5	160	COAST TROLLEY	82	100	(18)	120
TELEPHONE / COMMUNICATIONS	90	98	(8)	68	GOLF MERCHANDISE	139	136	3	180
BANK FEES	72	51	21	62	GOLF CART LEASE	<u>73</u>	<u>43</u>	<u>30</u>	<u>70</u>
WORKERS' COMPENSATION	51	92	(41)	113		795	799	(4)	1,021
ALL OTHER-NET	<u>304</u>	<u>305</u>	<u>(1)</u>	<u>393</u>					
	942	974	(32)	1,153					

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	13	13	-	16	
INTEREST INCOME AND OTHER	(16)	(4)	(12)	(4)	
	(3)	9	(12)	12	

		YEAR TO DATE	FISCAL BUDGET
PROVIDENT BANK		-	-
CITY OF PORTSMOUTH		13	16
TOTAL		13	16

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF APRIL 30, 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	421	(127)	230	64	-
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	527	(26)	485	16	-
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	3	-	-	3	-
PSM- AIR NATIONAL GUARD PROJECT	-	2,500	2,500	2,320	-	2,321	(1)	-
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	47	(2)	-	45	-
DPH DESIGN BARGE DOCK REPLACEMENT	-	-	-	11	-	11	-	-
							269	=

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-18
PORTSMOUTH AIRPORT (PSM)					
RUNWAY 16-34 DESIGN (AIP 58)	96	325	-	325	421
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	-	2,436	(2,433)	3	3
OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	-	560	(560)	3	3
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	3,468	(3,523)	(55)	430

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 04-30-18
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)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-18
GOLF COURSE					
WELL VIABILITY STUDY	1	(1)	-	(1)	-
GOLF CART BRIDGE REPLACEMENT	-	176	(176)	-	-
TORO FAIRWAY MOWER	-	60	(60)	-	-
CLUBHOUSE / RESTAURANT ENHANCEMENTS	-	20	(16)	-	-
SIMULATOR EQUIPMENT	-	2	-	2	2
	<u>1</u>	<u>257</u>	<u>(256)</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)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 04-30-18
TRADEPORT					
SECURITY AND FIRE ALARM MONITORING SYSTEM	=	<u>9</u>	<u>(9)</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 04-30-18
DIVISION OF PORTS AND HARBORS (DPH)					
FASTLANE GRANT APPLICATION	11	-	-	-	11
UPGRADE PORT SECURITY AND SOFTWARE	5	42	-	42	47
PORTSMOUTH FISH PIER INSPECTION	-	25	(25)	-	-
PORTSMOUTH FISH PIER ELECTRICAL DESIGN	-	20	-	20	20
SECURITY LIGHTING UPGRADE	-	15	-	15	15
DESIGN BARGE DOCK REPLACEMENT	-	11	(11)	-	-
EVINRUDE ENGINE- 115 HP	-	8	(8)	-	-
VESSEL SERVICE POWER REPLACEMENT	-	86	-	86	86
PORTSMOUTH FISH PIER ICE MACHINE COMPRESSOR	-	10	(10)	-	-
SECURITY AND FIRE ALARM MONITORING SYSTEM	-	1	(1)	-	-
	<u>16</u>	<u>218</u>	<u>(55)</u>	<u>163</u>	<u>179</u>
TOTAL	<u>1,303</u>	<u>4,806</u>	<u>(5,471)</u>	<u>(665)</u>	<u>638</u>

LONG TERM DEBT LIABILITIES AS OF APRIL 30, 2018

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	116	232	CITY OF PORTSMOUTH
ACCRUED SICK LIABILITY	=	94	94	348
TOTAL	<u>116</u>	<u>210</u>	<u>326</u>	PAID IN FY 2018 <u>(116)</u>
				TOTAL <u>232</u>

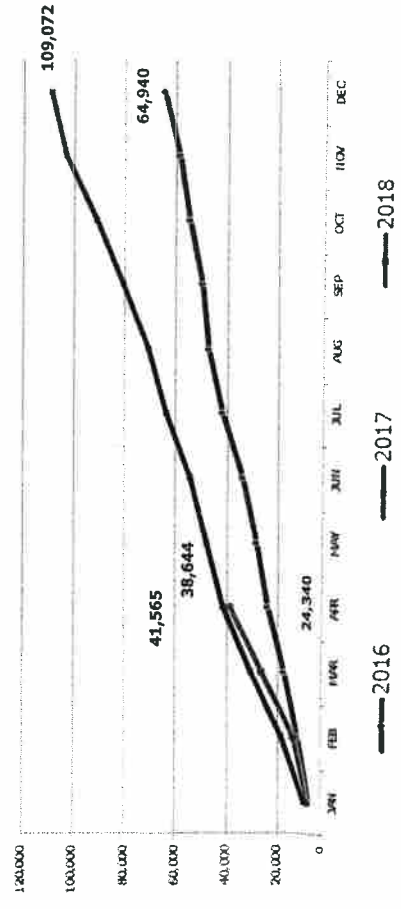
STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>896</u>	<u>860</u>	<u>36</u>	<u>1,014</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	838	774	74	959
BUILDINGS AND FACILITIES MAINTENANCE	647	1,004	(357)	1,156
GENERAL AND ADMINISTRATIVE	222	205	17	246
UTILITIES	254	261	(7)	322
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	44	15	29	18
ALL OTHER	-	-	-	-
	<u>2,005</u>	<u>2,259</u>	<u>(254)</u>	<u>2,701</u>
OPERATING INCOME	(1,109)	(1,399)	290	(1,687)
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	2,810	3,167	(357)	3,800
NET OPERATING INCOME	(3,919)	(4,566)	647	(5,487)

OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
FACILITIES RENTAL	646	665	(19)	801
CONCESSION REVENUES	56	6	50	7
FEE REVENUES	162	139	23	141
ALL OTHER	32	50	(18)	65
	<u>896</u>	<u>860</u>	<u>36</u>	<u>1,014</u>

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>144</u>	<u>148</u>	(4)	<u>180</u>				
FACILITIES RENTAL	89	87	2	105				
FUEL SALES	54	60	(6)	74				
ALL OTHER	1	1	-	1				
	<u>144</u>	<u>148</u>	(4)	<u>180</u>				
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	41	69	(28)	92				
BUILDINGS AND FACILITIES MAINTENANCE	69	63	6	82				
GENERAL AND ADMINISTRATIVE	28	32	(4)	29				
UTILITIES	21	26	(5)	31				
PROFESSIONAL SERVICES	6	3	2	5				
MARKETING AND PROMOTION	-	-	-	-				
ALL OTHER- FUEL	42	52	(10)	63				
	<u>207</u>	<u>246</u>	(39)	<u>302</u>				
OPERATING INCOME	(63)	(98)	35	(122)				
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION	375	354	21	426				
NET OPERATING INCOME	(438)	(452)	14	(548)				
GALLONS OF FUEL SOLD								
	CURRENT MONTH	YEAR TO DATE	TOTAL YEAR	YTD AVE PRICE				
FY 2017	1,156	13,617	16,735	\$ 4.15				
FY 2018	980	12,236	12,236	\$ 4.40				
NET CASH FLOW								
	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL			
FY 2018	(63)	(705)	-	1,370	602			
FY 2017	(91)	(929)	-	301	(719)			
FY 2016	(53)	(193)	-	451	205			
FY 2009- FY 2015	(691)	(4,477)	(100)	3,603	(1,665)			
	(898)	(6,304)	(100)	5,725	(1,577)			

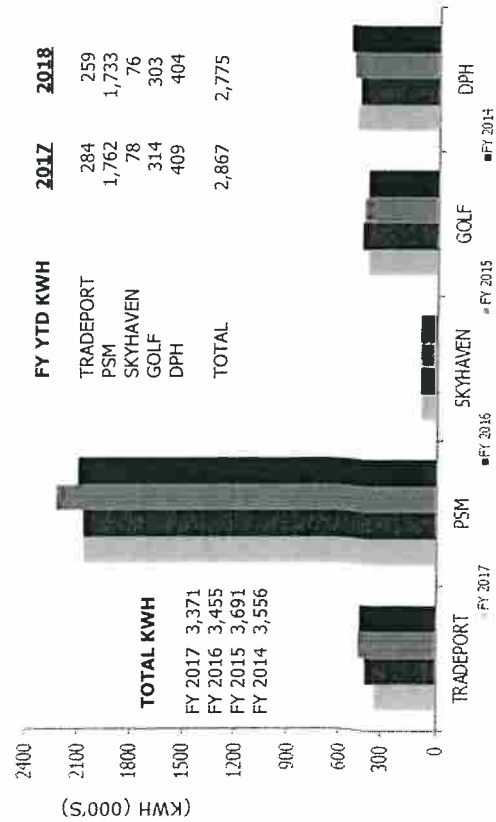
STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE BUDGET	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>7,147</u>	<u>7,212</u>	<u>(65)</u>	<u>8,368</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	130	269	(139)	313
GENERAL AND ADMINISTRATIVE	40	38	2	46
UTILITIES	88	114	(26)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	92	100	(18)	120
OPERATING INCOME	<u>6,807</u>	<u>6,691</u>	<u>116</u>	<u>7,756</u>
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	649	6,817	(32)	816
NET OPERATING INCOME	<u>6,158</u>	<u>6,010</u>	<u>148</u>	<u>6,940</u>

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
RENTAL OF FACILITIES	6,834	7,006	(172)	8,121
ALL OTHER	313	206	107	247
	<u>7,147</u>	<u>7,212</u>	<u>(65)</u>	<u>8,368</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT

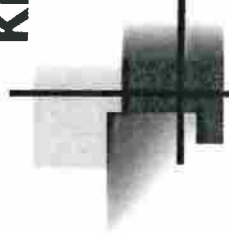


STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018 GOLF COURSE

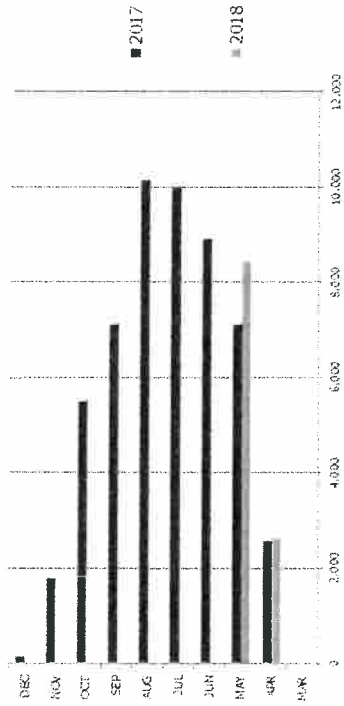
(\$ 000's)

	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>1,895</u>	<u>1,742</u>	<u>153</u>	<u>2,375</u>	CONCESSION REVENUES	303	264	39	335	
OPERATING EXPENSES					FEE REVENUES					
PERSONNEL SERVICES AND BENEFITS	755	698	57	894	GOLF FEES	1,021	941	80	1,357	
BUILDINGS AND FACILITIES MAINTENANCE	299	251	48	320	MEMBERSHIPS	256	233	23	320	
GENERAL AND ADMINISTRATIVE	212	194	18	237	SIMULATOR	118	118	-	120	
UTILITIES	98	177	(79)	195	LESSONS	<u>10</u>	<u>15</u>	<u>(5)</u>	<u>18</u>	
PROFESSIONAL SERVICES	14	14	-	17	MERCHANDISE AND OTHER	<u>1,405</u>	<u>1,307</u>	<u>98</u>	<u>1,815</u>	
MARKETING AND PROMOTION	39	46	(7)	58		187	171	16	225	
ALL OTHER	212	179	33	250		<u>1,895</u>	<u>1,742</u>	<u>153</u>	<u>2,375</u>	
	<u>1,629</u>	<u>1,559</u>	<u>70</u>	<u>1,971</u>						
OPERATING INCOME	266	183	83	404	BUSINESS UNIT ANALYSIS					
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	PRO SHOP	178	1,296	303	118	1,895
DEPRECIATION	332	321	11	387	COURSE OPERA	(169)	(1,282)	(139)	(39)	(1,629)
NET OPERATING INCOME	(66)	(138)	72	17	FOOD /BEV					
					TOTAL	9	14	164	79	266

KEY GOLF COURSE BENCHMARKING DATA

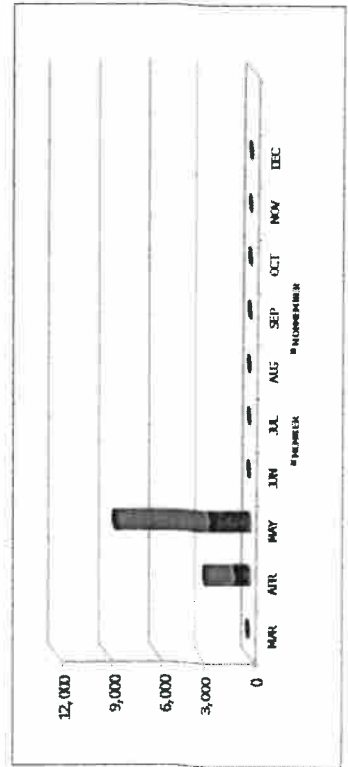


ROUNDS OF GOLF PLAYED (SEASON)



	2018 YTD	2017 YTD	2018 SEASON	2017 SEASON
ROUNDS PLAYED	11,081	9,668	53,234	53,234
RAIN DAYS	18	27	52	52

2018 MEMBER / NONMEMBER ROUNDS (SEASON)



	FY 2017	FY 2018	GRILL 28 GROSS SALES	FY 2017	FY 2018
JULY	\$ 148	\$ 253	JULY	\$ 183,674	\$ 195,199
AUGUST	64	992	AUGUST	191,472	210,451
SEPTEMBER	-	251	SEPTEMBER	160,353	178,766
OCTOBER	3,827	3,135	OCTOBER	122,716	156,482
NOVEMBER	12,420	14,913	NOVEMBER	88,068	98,447
DECEMBER	21,198	18,951	DECEMBER	108,400	115,699
JANUARY	28,021	23,260	JANUARY	91,004	100,736
FEBRUARY	23,123	23,406	FEBRUARY	82,539	95,902
MARCH	25,130	23,198	MARCH	86,387	86,828
APRIL	9,270	10,006	APRIL	118,351	127,356
MAY	1,345	-	MAY	172,014	-
JUNE	253	-	JUNE	204,313	-
	\$ 124,799	\$ 118,365		\$ 1,659,595	\$ 1,365,866

2018 ROUNDS- SEASON

MEMBER	3,665
NONMEMBER	7,416
TOTAL	11,081



2017 ROUNDS- SEASON

MEMBER	3,166
NONMEMBER	6,502
TOTAL	9,668

CLUB/ COURSE FUNCTIONS

	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	35,716	43,081
TOURNAMENT PLAY	187,134	160,711
LEAGUES	85,474	92,332
FOOD AND ROOM FEES	214,795	174,237

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 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>1,943</u>	<u>1,833</u>	<u>110</u>	<u>2,220</u>	FACILITY RENTALS	478	577	(99)	691
OPERATING EXPENSES					CONCESSION REVENUE	3	6	(3)	6
PERSONNEL SERVICES AND BENEFITS	876	825	51	999	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	167	139	28	177	MOORING FEES	275	271	4	325
GENERAL AND ADMINISTRATIVE	130	152	(22)	213	PARKING	89	86	3	116
UTILITIES	86	95	(9)	116	REGISTRATIONS	19	90	(71)	150
PROFESSIONAL SERVICES	13	21	(8)	26	WHARF / DOCK	<u>375</u>	<u>210</u>	<u>165</u>	<u>214</u>
MARKETING AND PROMOTION	-	1	(1)	2	FUEL SALES	<u>758</u>	<u>657</u>	<u>101</u>	<u>805</u>
ALL OTHER - FUEL	459	468	(9)	588	ALL OTHER	105	76	29	93
	<u>1,731</u>	<u>1,701</u>	<u>30</u>	<u>2,121</u>	TOTAL	<u>1,943</u>	<u>1,833</u>	<u>110</u>	<u>2,220</u>
OPERATING INCOME	212	132	80	99	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	(2)	(1)	(1)	(1)	HAMPTON HARBOR	191	209	400	294
DEPRECIATION	591	618	(27)	741	RYE HARBOR	(150)	(150)	(369)	(361)
NET OP INCOME	(377)	(485)	108	(641)	PORTSMOUTH FISH PIER	(373)	(373)	(669)	(277)
					MARKET STREET	463	463	(67)	(260)
					HARBOR MANAG				
					ADMIN				

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

HARBOR DREDGING	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET	
OPERATING REVENUES	88	82	6	107	5	5	-	5	5	5	-	-	5	5
OPERATING EXPENSES														
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	30	37	(7)	50	30	-	30	-	-	30	-	-	-	-
GENERAL AND ADMINISTRATIVE	8	-	8	-	-	-	-	-	1	-	(1)	-	1	-
UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	10	7	3	8	-	-	8	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	38	37	1	50	40	8	32	32	9	32	-	-	9	-
OPERATING INCOME	50	45	5	57	(35)	(3)	(35)	(3)	(4)	(32)	(32)	(4)	(4)	(4)
NONOPERATING (INCOME) AND EXPENSE	-	-	-	(1)	-	-	-	-	-	-	-	-	-	-
DEPRECIATION	56	54	2	65	-	-	-	-	-	-	-	-	-	-
NET OPERATING INCOME	(6)	(9)	3	(7)	(35)	(3)	(35)	(3)	(32)	(32)	(32)	(4)	(4)	(4)

STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 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	40	40	-	48
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	1	-
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	27	19	8	22
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
OPERATING INCOME	28	19	9	22
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	-	-	-	-
NET OPERATING INCOME	12	21	(9)	26

	BALANCE AT 06-30-2017	BALANCE AT 03-31-2018
REVOLVING LOAN FUND RECONCILIATION		
CASH BALANCES		
GENERAL FUNDS	111	127
SEQUESTERED FUNDS	-	-
LOANS OUTSTANDING	111	127
CURRENT	132	167
LONG TERM	940	1,006
CAPITAL UTILIZATION RATE- % (*)	1,072	1,173
	1,183	1,300
	90.6	90.2
FUND EXCESS (DEFICIENCY)- % (*)	15.6	15.2

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

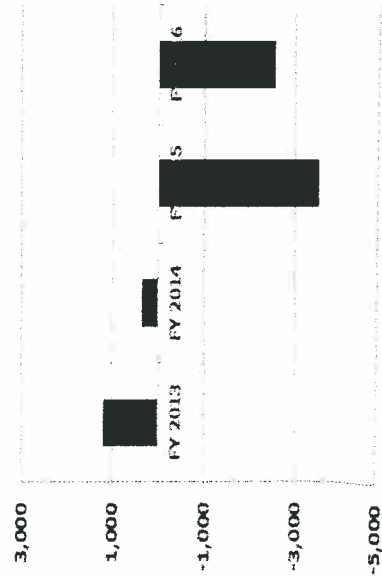
(\$ 000's)

	JUN 30 2017	APR 30 2018	JUN 30 2017	APR 30 2018
ASSETS			LIABILITIES <u>1,340</u>	
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	3,256	5,657	ACCOUNTS PAYABLE	1,231
ACCOUNTS RECEIVABLE- NET	1,258	368	ACCOUNTS PAYABLE- CONSTRUCTION	187
OTHER ASSETS	493	437	UNEARNED REVENUE	408
TOTAL CURRENT ASSETS	<u>5,007</u>	<u>6,462</u>	REVOLVING LOC FACILITY	-
			CURRENT PORTION- LT LIABILITIES	116
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	<u>2,642</u>
CASH AND EQUIVALENTS	-	-	NONCURRENT LIABILITIES	
ACCOUNTS RECEIVABLES- NET	-	-	NET PENSION LIABILITY	4,355
TOTAL RESTRICTED ASSETS	<u>-</u>	<u>-</u>	OTHER LT LIABILITIES	193
			TOTAL LIABILITIES	<u>7,313</u>
CAPITAL ASSETS			DEFERRED INFLOWS OF RESOURCES	
LAND, BUILDINGS AND EQUIPMENT	54,127	55,323	PENSION	<u>162</u>
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	458	NET POSITION	
TOTAL ASSETS	<u>55,414</u>	<u>55,781</u>	NET INVESTMENT IN CAPITAL ASSETS	54,178
			RESTRICTED FOR:	
TOTAL ASSETS			REVOLVING LOAN FUND	-
DEFERRED OUTFLOWS OF RESOURCES	<u>60,421</u>	<u>62,243</u>	HARBOR DREDGING	-
PENSION	<u>1,380</u>	<u>1,380</u>	FOREIGN TRADE ZONE	-
			UNRESTRICTED	148
			TOTAL NET POSITION	<u>56,340</u>

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)

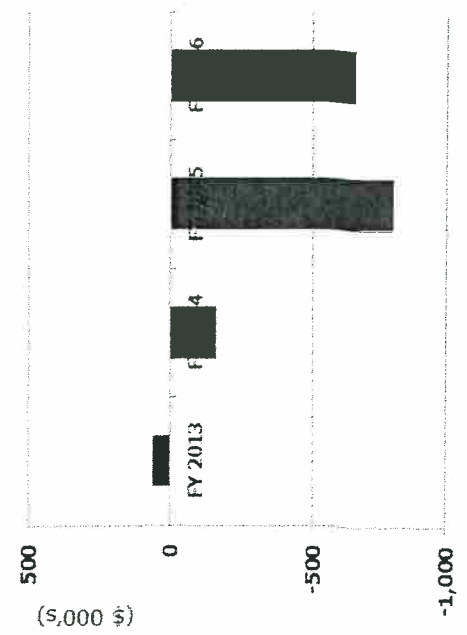
LIABILITIES	JUN 30 2017	APR 30 2018
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	233	179
ACCOUNTS PAYABLE- CONSTRUCTION	-	6
UNEARNED REVENUE	291	297
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	524	482
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	22	18
	<u>1,157</u>	<u>1,153</u>
TOTAL LIABILITIES	1,681	1,635
DEFERRED INFLOWS OF RESOURCES		
PENSION	47	47
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	9,588	0,054
RESTRICTED FOR:		
REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(500)	(303)
TOTAL NET POSITION	9,089	8,751

ASSETS	JUN 30 2017	APR 30 2018
CURRENT ASSETS		
CASH AND EQUIVALENTS	776	829
ACCOUNTS RECEIVABLE- NET	66	158
OTHER ASSETS	44	44
TOTAL CURRENT ASSETS	886	1,031
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	9,573	9,002
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	58
TOTAL ASSETS	9,589	9,060
DEFERRED OUTFLOWS OF RESOURCES	10,475	10,091
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

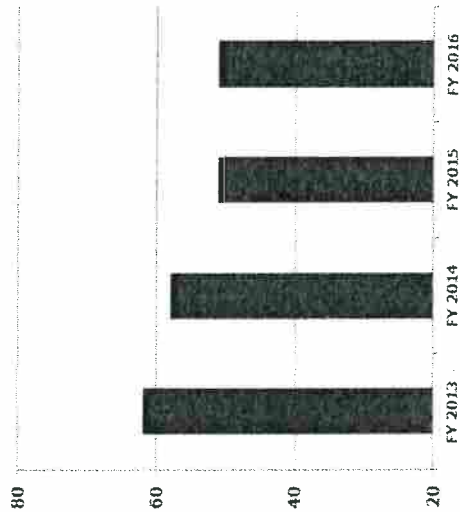
(\$ 000's)

	JUN 30 2017	APR 30 2018	JUN 30 2017	APR 30 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	0	0	0	0
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	47	12	47	12
ACCOUNTS RECEIVABLES- NET	0	0	0	0
TOTAL RESTRICTED ASSETS	47	12	47	12
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	47	12	47	12
DEFERRED OUTFLOWS OF RESOURCES PENSION	0	0	0	0
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	0	0	0	0
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	0	0	0	0
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	47	12	47	12
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	47	12	47	12

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

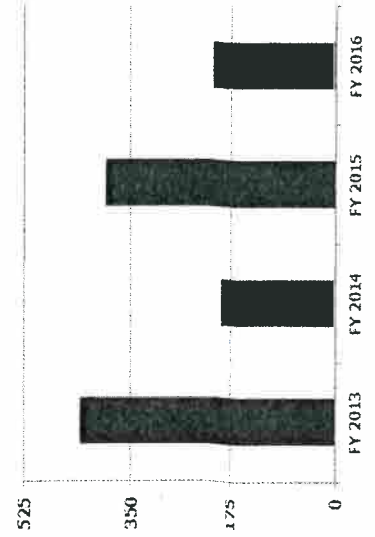
(\$ 000's)

	JUN 30 2017	APR 30 2018	JUN 30 2017	APR 30 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	253	243
ACCOUNTS RECEIVABLE- NET	-	-	-	36
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	537	472	-	-
ACCOUNTS RECEIVABLES- NET	4	1	-	-
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>473</u>	<u>253</u>	<u>279</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	668	647	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	121	-	-
TOTAL ASSETS	<u>668</u>	<u>768</u>	<u>253</u>	<u>279</u>
DEFERRED OUTFLOWS OF RESOURCES	<u>1,209</u>	<u>1,241</u>	<u>668</u>	<u>732</u>
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION	-	-	-	-
NET INVESTMENT IN CAPITAL ASSETS	668	668	668	732
RESTRICTED FOR: REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	288	230
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>966</u>	<u>966</u>	<u>966</u>	<u>962</u>

DISCUSSION AND ANALYSIS

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

**NET RESTRICTED POSITION
AT JUNE 30**



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

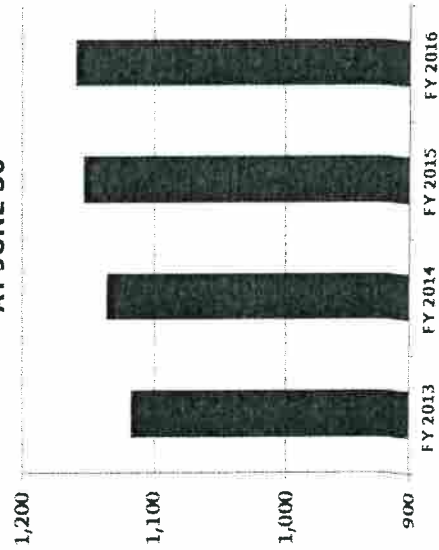
(\$ 000's)

	JUN 30 2017	APR 30 2018	JUN 30 2017	APR 30 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	1	104
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	111	127	1	104
ACCOUNTS RECEIVABLES- NET	1,072	1,173	-	-
TOTAL RESTRICTED ASSETS	1,183	1,300	1	104
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	1,183	1,300	1,182	1,196
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,182	1,196
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	1,182	1,182	1,182	1,196

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 FEBRUARY 28, 2019



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

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JUNE 1, 2018 TO FEBRUARY 28, 2019

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

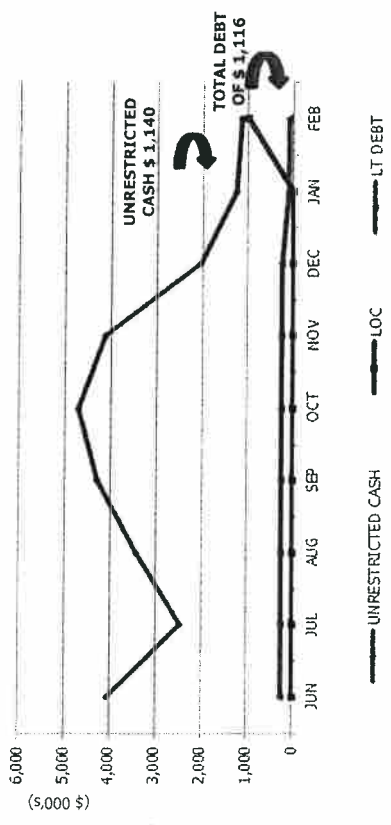
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>5,939</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,375
GRANT AWARDS (SEE PAGE #8)	2,612
GOLF COURSE FEE AND CONCESSION REVENUES	1,425
EXTERNAL BANK WORKING CAPITAL- NET	1,000
PORTSMOUTH AIRPORT- LEASES, FUEL FLOWAGE FEES AND PAY FOR PARKING	920
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	136
MUNICIPAL SERVICE FEE (COP)- NET	(28)
	<u>12,440</u>
USES OF FUNDS	
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	5,129
PERSONNEL SERVICES AND BENEFITS	4,800
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	3,979
OPERATING EXPENSES	3,215
LONG TERM DEBT RETIREMENT	116
	<u>17,239</u>
	<u>(4,799)</u>
NET CASH FLOW	<u>1,140</u>
CLOSING FUND BALANCE	<u>1,140</u>

DISCUSSION

AT THIS TIME, THE PDA **DOES** ANTICIPATE THE NEED TO UTILIZE IT'S SHORT TERM LINE OF CREDIT WITH THE PROVIDENT BANK TO PRIMARILY FINANCE PROJECTED NON-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 05-31-2018	BALANCE AT 06-30-2017
PDA UNRESTRICTED	5,939	3,246
PDA DESIGNATED	17	11
TOTAL	<u>5,956</u>	<u>3,257</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

3

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>5,939</u>	<u>3,662</u>	<u>2,486</u>	<u>3,912</u>	<u>4,770</u>	<u>4,555</u>	<u>4,676</u>	<u>3,616</u>	<u>3,384</u>	<u>5,939</u>
SOURCES OF FUNDS										
TRADEPORT TENANTS	665	855	670	685	685	705	690	710	710	6,375
MUNICIPAL SERVICE FEE	250	250	375	250	250	375	250	250	375	2,625
GRANT AWARDS (SEE PAGE #8)	73	186	715	768	360	100	100	250	60	2,612
GOLF COURSE	250	290	300	215	175	75	50	35	35	1,425
PORTSMOUTH AIRPORT	45	45	50	45	45	50	45	45	50	420
PAY FOR PARKING- PSM	-	-	-	-	50	50	55	65	65	285
FUEL FLOWAGE FEES- PSM	-	25	25	25	30	25	30	30	25	215
SKYHAVEN AIRPORT	15	17	17	15	15	14	15	14	14	136
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	-	1,000	1,000
	<u>1,298</u>	<u>1,668</u>	<u>2,452</u>	<u>2,003</u>	<u>1,610</u>	<u>1,394</u>	<u>1,235</u>	<u>1,399</u>	<u>2,334</u>	<u>15,093</u>
USE OF FUNDS										
CAPITAL- NONGRANT (SEE PAGES #5-#7)	78	1,571	57	150	270	743	595	665	1,000	5,129
PERSONNEL SERVICES AND BENEFITS	515	525	560	540	525	515	530	540	550	4,800
CAPITAL- GRANT RELATED (SEE PAGE #4)	886	828	185	100	100	400	360	560	560	3,979
OPERATING EXPENSES	400	375	350	350	300	315	515	300	310	3,215
MUNICIPAL SERVICE FEE	1,281	-	21	-	-	-	1,330	-	21	2,653
LONG TERM DEBT RETIREMENT	-	-	-	-	-	-	-	116	-	116
	<u>3,160</u>	<u>3,299</u>	<u>1,173</u>	<u>1,140</u>	<u>1,195</u>	<u>1,973</u>	<u>3,330</u>	<u>2,181</u>	<u>2,441</u>	<u>19,892</u>
NET CASH FLOW	(1,862)	(1,631)	979	863	415	(579)	(2,095)	(782)	(107)	(4,799)
CLOSING FUND BALANCE	<u>4,077</u>	<u>2,446</u>	<u>3,425</u>	<u>4,288</u>	<u>4,703</u>	<u>4,124</u>	<u>2,029</u>	<u>1,247</u>	<u>1,140</u>	<u>1,140</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

4

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	300	300	500	500	1,600
RUNWAY 16-34 DESIGN	112	100	100	100	100	100	60	60	60	792
OBSTRUCTION MITIGATION- CONSTRUCT	300	200	85	-	-	-	-	-	-	585
TERMINAL IMPROVEMENT PLANNING	375	15	-	-	-	-	-	-	-	390
AIR NATIONAL GUARD TAXIWAY	80	20	-	-	-	-	-	-	-	100
OBSTRUCTION- DESIGN PHASE	5	-	-	-	-	-	-	-	-	5
	<u>872</u>	<u>335</u>	<u>185</u>	<u>100</u>	<u>100</u>	<u>400</u>	<u>360</u>	<u>560</u>	<u>560</u>	<u>3,472</u>
SKYHAVEN AIRPORT										
ROTARY PLOW **	-	493	-	-	-	-	-	-	-	493
TAXILANE PAVEMENT (CONSTRUCTION)	14	-	-	-	-	-	-	-	-	14
	<u>14</u>	<u>493</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>507</u>
	<u>886</u>	<u>828</u>	<u>185</u>	<u>100</u>	<u>100</u>	<u>400</u>	<u>360</u>	<u>560</u>	<u>560</u>	<u>3,979</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED):

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT- SPRINGS **	-	-	-	-	5	-	-	-	-	5
	=	=	=	=	5	=	=	=	=	5
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	-	-	12	-	25	-	40	-	-	77
FIREWALL REPLACEMENT **	-	20	-	-	-	-	-	-	-	20
PROPERTY MANAGEMENT SOFTWARE **	-	-	-	-	10	-	-	-	-	10
	=	20	12	=	35	=	40	=	=	107
GOLF COURSE										
TRIPLEX GREENS MOWER **	-	80	-	-	-	-	-	-	-	80
TRIM MOWERS (2) **	-	50	-	-	-	-	-	-	-	50
CLUBHOUSE RENOVATIONS	5	-	-	-	-	-	10	20	-	35
PATIO UPGRADE **	-	10	-	-	-	-	-	-	-	10
	5	140	=	=	=	=	10	20	=	175

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
(CONTINUED):

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u> (CONTINUED):										
PORTSMOUTH AIRPORT										
TERMINAL CONSTRUCTION**	-	-	-	100	100	500	500	500	500	2,200
TERMINAL EXPANSION DESIGN	-	600	-	-	-	-	-	-	-	600
TERMINAL ROOF REPLACEMENT **	-	-	-	-	-	-	-	-	500	500
PAY FOR PARKING **	-	400	-	-	-	-	-	-	-	400
SECURITY BADGING SYSTEM UPGRADE AND INTEGRATION **	-	-	-	-	100	150	-	-	-	250
HVAC UNITS - TERMINAL	26	186	-	-	-	-	-	-	-	212
TERMINAL ROOF REPLACEMENT DESIGN AND BAGGAGE HANDLING SYSTEM	-	119	-	-	-	-	-	-	-	119
GROUND TRANSPORTATION BUS **	-	-	-	-	-	-	-	100	-	100
AIRFIELD SIGNAGE- LED LIGHTING **	-	50	-	-	-	-	-	-	-	50
NORTH WEATHER STATION GENERATOR **	-	-	-	-	-	-	35	-	-	35
TERMINAL RUNWAY RELAMPING (LED) **	-	30	-	-	-	-	-	-	-	30
UPGRADE DAC CONNECTION	25	-	-	-	-	-	-	-	-	25
TERMINAL CARPETING **	-	-	-	-	25	-	-	-	-	25
TERMINAL LIGHTING- LED	22	-	-	-	-	-	-	-	-	22
TREE REPLACEMENT **	-	15	-	-	-	-	-	-	-	15
AIRPORT BADGE PRINTER	-	11	-	-	-	-	-	-	-	11
	<u>73</u>	<u>1,411</u>	-	<u>100</u>	<u>225</u>	<u>650</u>	<u>535</u>	<u>600</u>	<u>1,000</u>	<u>4,594</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED) (\$ 000'S)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
STORMWATER TREATMENT	-	-	-	-	-	15	10	-	-	25
DITCH MAINTENANCE	-	-	-	-	5	-	-	-	-	5
	-	-	-	-	5	15	10	-	-	<u>30</u>
MAINTENANCE										
VEHICLE FLEET REPLACEMENT **	-	-	45	-	-	-	-	45	-	90
OLD TERMINAL-RTU**	-	-	-	50	-	-	-	-	-	50
SNOW GROOMING MACHINE **	-	-	-	-	-	40	-	-	-	40
TRACTOR ADD ON COMPONENTS **	-	-	-	-	-	38	-	-	-	38
	-	-	45	50	-	78	-	45	-	<u>218</u>
TOTAL	<u>78</u>	<u>1,571</u>	<u>57</u>	<u>150</u>	<u>270</u>	<u>743</u>	<u>595</u>	<u>665</u>	<u>1,000</u>	<u>5,129</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>TOTAL</u>
PORTSMOUTH AIRPORT										
RUNWAY 16-34 DESIGN	61	112	-	100	100	100	100	60	60	693
OBSTRUCTION MITIGATION- CONSTRUCT	12	-	300	200	85	-	-	-	-	597
TERMINAL IMPROVEMENT PLANNING	-	-	225	-	175	-	-	-	-	400
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	-	-	190	-	190
AIR NATIONAL GUARD TAXIWAY	-	-	100	-	-	-	-	-	-	100
TERMINAL BATHROOM RENOVATIONS	-	74	-	-	-	-	-	-	-	74
SECURITY IDENTIFICATION SYSTEM	-	-	45	-	-	-	-	-	-	45
	<u>73</u>	<u>186</u>	<u>670</u>	<u>300</u>	<u>360</u>	<u>100</u>	<u>100</u>	<u>250</u>	<u>60</u>	<u>2,099</u>
SKYHAVEN AIRPORT										
ROTARY PLOW	-	-	-	468	-	-	-	-	-	468
TAXILANE PAVEMENT (CONSTRUCTION)	-	-	45	-	-	-	-	-	-	45
	<u>-</u>	<u>-</u>	<u>45</u>	<u>468</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>513</u>
TOTAL	<u>73</u>	<u>186</u>	<u>715</u>	<u>768</u>	<u>360</u>	<u>100</u>	<u>100</u>	<u>250</u>	<u>60</u>	<u>2,612</u>

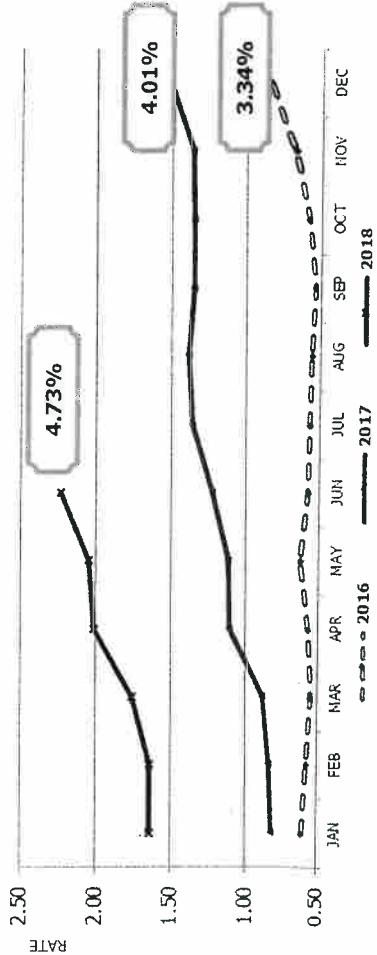
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

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

<u>OUTSTANDING DEBT ANALYSIS</u>	<u>BALANCE AT 05-31-2018</u>	<u>BALANCE AT 06-30-2017</u>	<u>MATURITY DATE</u>	<u>INTEREST RATE %</u>
THE PROVIDENT BANK (RLOC)	-	-	12-31-2018	VARIABLE
CITY OF PORTSMOUTH	233	349	12-31-2020	4.50
WEIGHTED AVERAGE	233	349		4.50

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



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	897
SOURCES OF FUNDS	
FACILITY RENTALS	530
MOORING FEES	300
FUEL SALES	240
REGISTRATIONS / WHARFAGE	225
PARKING FEES AND CONCESSIONS	140
	<u>1,435</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,170
OPERATING EXPENSES	423
FUEL PROCUREMENT	230
CAPITAL EXPENDITURES AND OTHER	30
	<u>1,853</u>
NET CASH FLOW	(418)
CLOSING FUND BALANCE	479

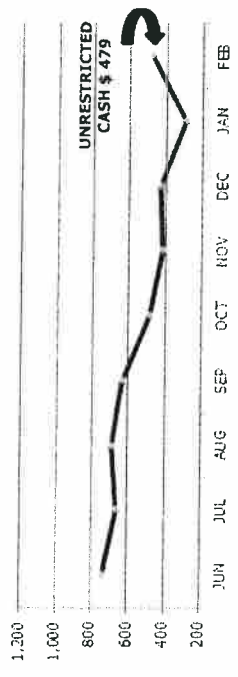
DISCUSSION

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

LEASE AGREEMENT WITH GRANITE STATE MINERALS WAS EFFECTIVE **NOVEMBER 15, 2017**.

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

PROJECTED UNRESTRICTED CASH BALANCES



TOTAL FUND BALANCES	BALANCE AT 05-31-2018	BALANCE AT 06-30-2017
UNRESTRICTED FUNDS	897	775
HARBOR DREDGING	449	538
REVOLVING LOAN FUND	37	111
FOREIGN TRADE ZONE	<u>10</u>	<u>46</u>
TOTAL	<u>1,393</u>	<u>1,470</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- UNRESTRICTED FUNDS

(\$ 000's)

	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>TOTAL</u>
OPENING FUND BALANCE	<u>897</u>	<u>740</u>	<u>665</u>	<u>690</u>	<u>632</u>	<u>489</u>	<u>417</u>	<u>426</u>	<u>290</u>	<u>897</u>
SOURCES OF FUNDS										
FACILITY RENTALS	58	57	57	58	60	60	60	60	60	530
CONCESSION REVENUES	4	4	2	-	-	-	-	-	-	10
MOORING FEES	-	-	-	-	-	-	-	75	225	300
REGISTRATIONS / WHARFAGE	-	-	70	-	50	-	80	-	25	225
PARKING FEES	30	40	40	10	10	-	-	-	-	130
FUEL SALES	25	30	30	30	25	25	25	25	25	240
	<u>117</u>	<u>131</u>	<u>199</u>	<u>98</u>	<u>145</u>	<u>85</u>	<u>165</u>	<u>160</u>	<u>335</u>	<u>1,435</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	210	95	95	90	215	85	85	210	85	1,170
BUILDINGS AND FACILITIES	10	20	15	15	10	15	15	15	10	125
GENERAL AND ADMINISTRATIVE	12	41	14	12	11	14	12	11	14	141
UTILITIES	12	15	15	14	12	13	14	15	17	127
PROFESSIONAL SERVICES	-	10	-	-	10	-	-	10	-	30
FUEL PROCUREMENT	30	15	35	25	20	30	30	25	20	230
CAPITAL EXPENDITURES AND OTHER	-	10	-	-	10	-	-	10	-	30
	<u>274</u>	<u>206</u>	<u>174</u>	<u>156</u>	<u>288</u>	<u>157</u>	<u>156</u>	<u>296</u>	<u>146</u>	<u>1,853</u>
NET CASH FLOW	<u>(157)</u>	<u>(75)</u>	<u>25</u>	<u>(58)</u>	<u>(143)</u>	<u>(72)</u>	<u>9</u>	<u>(136)</u>	<u>189</u>	<u>(418)</u>
CLOSING FUND BALANCE	<u>740</u>	<u>665</u>	<u>690</u>	<u>632</u>	<u>489</u>	<u>417</u>	<u>426</u>	<u>290</u>	<u>479</u>	<u>479</u>

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

12

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	449	410	422	441	396	408	440	397	407	449
SOURCES OF FUNDS										
PIER USAGE FEES	5	10	15	5	10	10	5	10	10	80
REGISTRATIONS	4	2	3	-	-	-	-	-	-	9
FUEL FLOWAGE FEES	2	2	3	2	2	3	2	2	3	21
GRANT FUNDING	-	-	-	-	-	23	-	-	-	23
	11	14	21	7	12	36	7	12	13	133
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	2	-	2	-	2	-	2	-	8
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	50	-	-	50	-	-	50	-	-	150
	50	2	2	52	-	4	50	2	2	164
NET CASH FLOW	(39)	12	19	(45)	12	32	(43)	10	11	(31)
CLOSING FUND BALANCE	410	422	441	396	408	440	397	407	418	418

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

(\$ 000'S)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	37	55	72	89	106	123	139	155	171	37
SOURCES OF FUNDS										
LOAN REPAYMENTS	15	15	15	15	14	14	14	14	14	130
INTEREST INCOME-LOANS	5	5	5	5	4	4	4	4	4	40
INTEREST INCOME- FUND BALANCE	1	-	-	-	1	-	-	-	1	3
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	21	20	20	20	19	18	18	18	19	173
USE OF FUNDS										
NEW LOANS ISSUED	-	-	-	-	-	-	-	-	-	-
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	3	3	3	2	2	2	2	2	22
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	3	3	3	3	2	2	2	2	2	22
	18	17	17	17	17	16	16	16	17	151
CLOSING FUND BALANCE	55	72	89	106	123	139	155	171	188	188

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

(\$ 000's)

	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>TOTAL</u>
	<u>10</u>	<u>10</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>21</u>	<u>21</u>	<u>21</u>	<u>19</u>	<u>10</u>
OPENING FUND BALANCE	-	-	-	-	-	-	-	-	-	-
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	5	-	-	10	-	-	-	-	15
	=	5	=	=	10	=	=	=	=	15
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	=	2	=	=	2	=	=	2	=	6
NET CASH FLOW	-	3	-	-	8	-	-	(2)	-	9
CLOSING FUND BALANCE	<u>10</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>21</u>	<u>21</u>	<u>21</u>	<u>19</u>	<u>19</u>	<u>19</u>

MOTION

Director Lamson:

In accordance with the recommendation of the PDA Finance Committee, the PDA Board of Directors hereby approves of and accepts the proposed FY2019 Operations and Maintenance (“O&M”) Budget and FY 2020 – FY 2022 O&M Forecast; in accordance with the presentation from Irving Canner, PDA Director of Finance.

N:\RESOLVES\BudgetOM 0618.docx

**PEASE DEVELOPMENT AUTHORITY
PROPOSED FY 2019 OPERATING BUDGET
AND FY 2020 - FY 2022 FORECAST**



**PEASE DEVELOPMENT AUTHORITY
FINANCE COMMITTEE MEETING
JUNE 18, 2018**

TABLE OF CONTENTS

	<u>PAGE #</u>
• EXECUTIVE OVERVIEW	3-4
• KEY PLANNING ASSUMPTIONS	5-15
• COMPOSITE BUDGET PROJECTIONS	16
• COMPOSITE OPERATING REVENUES	17-23
• STAFFING PLAN AND ORGANIZATION CHART	24-25
• COMPOSITE OPERATING EXPENSES	26-33
• BUSINESS UNIT ANALYSIS	
◦ INTERNATIONAL TRADEPORT	35-36
◦ PORTSMOUTH INTERNATIONAL AIRPORT	37-38
◦ SECURITY	39-40
◦ SKYHAVEN AIRPORT	41-43
◦ MAINTENANCE	44
◦ GOLF OPERATIONS	45-51
◦ ADMINISTRATIVE SERVICE UNITS	
• EXECUTIVE DIRECTOR	52
• LEGAL	53
• ENGINEERING	54
• FINANCE	55
• DIVISION OF PORTS AND HARBORS	
◦ UNRESTRICTED FUNDS	56-58
◦ HARBOR DREDGING	59-61
◦ FOREIGN TRADE ZONE	62-63
◦ REVOLVING LOAN FUND	64-65

EXECUTIVE OVERVIEW

\$ (000's)

- THE PROPOSED FY 2019 OPERATING REVENUES OF \$15,242 IS AN INCREASE OF 5.4 % OR \$775 VERSUS THAT FORECASTED FOR FY 2018 YEAR END. THE PRIMARY VARIANCES INCLUDE:

	\$ CHANGE	% ALLOCA
FEE REVENUES		
PSM- PAY FOR PARKING *	307	2.1
PSM- FUEL FLOWAGE FEES *	200	1.3
FACILITIES RENTAL	290	2.0
GOLF RELATED- MEMBERSHIPS, LESSONS, SIMULATORS AND PUBLIC PLAY	58	0.4
FUEL SALES (SKYHAVEN AND DPH)	14	0.1
MISCELLANEOUS OTHER	(94)	(0.5)
TOTAL	775	5.4

- EXCLUDING INCREMENTAL (NEW*) REVENUES STREAMS, NET INCREASE IN OPERATING REVENUES IS 2.0%.

- THE PROPOSED FY 2019 OPERATING EXPENDITURES OF \$12,710 IS AN INCREASE OF 9.0 % OR \$1,054 VERSUS THAT FORECASTED FY 2018 YEAR END. THE PRIMARY VARIANCES INCLUDE:

	\$ CHANGE	% ALLOCA
LITIGATION SUPPORT *	400	3.2
ENVIRONMENTAL MITIGATION TESTING *	275	2.2
INTEREST EXPENSE	132	1.1
SECURITY OPERATIONS	130	1.1
NEW BUSINESS DEVELOPMENT	80	0.7
ELECTRICITY AND WATER	74	0.6
PAVEMENT, RUBBER REMOVAL AND RUNWAY MAINTENANCE	70	0.6
RETIREMENT BENEFITS AND EMPLOYEE OVERTIME	(208)	(1.4)
MISCELLANEOUS OTHER	101	0.9
TOTAL	1,054	9.0

- EXCLUDING INCREMENTAL (NEW *) EXPENDITURES, NET INCREASE IN OPERATING EXPENSES IS 3.6%.

EXECUTIVE OVERVIEW

(CONTINUED):



• THERE IS POTENTIAL FOR SEVERAL OPERATING BUDGET ISSUES THAT NEED TO BE FURTHER VETTED INCLUDING:

- ENVIRONMENTAL TESTING PROGRAM AND ASSOCIATED COSTS / STORMWATER CONSULTANT
- DPH \$252,000 DEBT REPAYMENT TO STATE OF NEW HAMPSHIRE- PISCATAQUA TURNING BASIN (HB 25-FN-A)
- GROUND WATER COLLECTION AND TREATMENT FOR CONSTRUCTION AND MAINTENANCE PROJECTS
- REVOLVING LINE OF CREDIT- PROJECTED INTEREST RATES- 5.00% IN FY 2019, 5.25% IN FY 2020 AND 5.50% POST FY 2020
- PSM RUNWAY RECONSTRUCTION OF RUNWAY 16-34 PROJECT WITH AIR NATIONAL GUARD- COMMENCEMENT DATE



• KEY OPERATIONAL ACTIVITIES AND INITIATIVES EXPECTED TO BE UNDERTAKEN:

- MAINTAINING AND EXPANDING CURRENT COMMERCIAL AIRLINES SERVICES
- SUCCESSION PLANNING AND ORGANIZATIONAL ALIGNMENT
- UNDERTAKING INDEPENDENT REVIEW OF SECURITY OPERATIONS
- TRANSPORTATION TRAFFIC FLOW STUDY UPDATE
- EXTENSION OF \$5,000,000 REVOLVING LINE OF CREDIT FACILITY WITH PROVIDENT BANK
- SEEK PERMANENT LONG TERM FINANCING FROM STATE OF NEW HAMPSHIRE FOR TRADEPORT ROADWAYS / ROUNDABOUTS- DESIGN AND CONSTRUCTION
- DEVELOPMENT OF A PREVENTIVE MAINTENANCE WORK SCHEDULE- GENERATORS, HVAC, ETC.
- DEVELOPMENT OF AN INTERNAL STUDY FOR PARKING LOT MAINTENANCE AND RENOVATIONS
- SERVICE CONTRACT NEGOTIATIONS INCLUDING OFFICE CLEANING, ELECTRICITY, ELECTRICAL, WASTE REMOVAL AND INFORMATION TECHNOLOGY

\$ (000's)

KEY PLANNING ASSUMPTIONS

STAFFING, PERSONNEL SERVICES AND BENEFIT ESCALATION

- NO INCREMENTAL PERMANENT STAFFING IS PROPOSED IN FY 2019 FROM CURRENT AUTHORIZED LEVELS. A TOTAL OF **60 FULL TIME BENEFITED POSITIONS** INCLUDING 50 AT THE PDA AND 10 AT THE DPH.
- EMPLOYEE ANNUAL **SALARY MERIT INCREASES** CAPPED AT **2.00%** FOR ALL ELIGIBLE EMPLOYEES.
- **COLLECTIVE BARGAINING AGREEMENT (CBA)**, AS OF JUNE 7, 2018, PROVIDES FOR A **1.50%** PAY RAISE FOR ALL PDA-DPH STATE CLASSIFIED POSITIONS (5).
- **FRINGE BENEFIT RATES** HAVE YET TO BE FULLY VETTED BY THE STATE OF NEW HAMPSHIRE. FOR BUDGETING PURPOSES, THE FOLLOWING RATES, AS A PERCENTAGE OF ELIGIBLE WAGES, HAVE BEEN INCORPORATED:

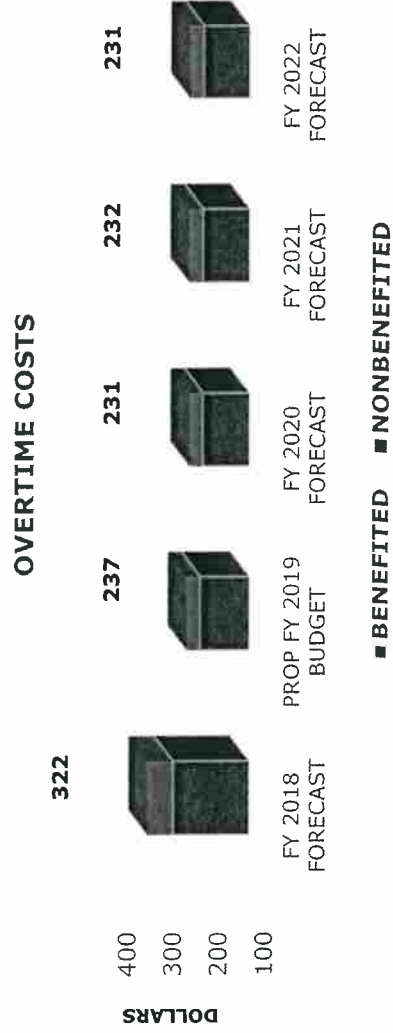
	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
HEALTH INSURANCE	25.26%	26.50%	27.00%	27.00%	27.25%
NH RETIREMENT SYSTEM					
GROUP I	12.66	12.93	13.00	13.25	13.25
GROUP II	26.38	28.00	28.50	28.50	29.00
DENTAL	1.62	1.55	1.55	1.55	1.55
LIFE INSURANCE	0.95	0.96	0.97	0.97	0.97

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

STAFFING, PERSONNEL SERVICES AND FRINGE BENEFIT ESCALATION (CONTINUED)

- **POST RETIREMENT HEALTH CARE COSTS-** RATE REVIEW EVERY JANUARY 1ST.
- **FY 2018 WORKING RATE HOLIDAY-** EMPLOYEE HEALTH BENEFIT FUND CREDIT.
- THE PDA CONTINUES TO AGGRESSIVELY MONITOR **OVERTIME COSTS**. ALTHOUGH A VARIABLE COST, INFLUENCED BY SNOW FALL AND WHARFAGE AND DOCKAGE ACTIVITIES, AS A PERCENTAGE OF DIRECT PAYROLL, THE PDA / DPH AVERAGES APPROXIMATELY 5.0% ANNUALLY.



KEY PLANNING ASSUMPTIONS

(CONTINUED)

\$ (000's)

PORTSMOUTH INTERNATIONAL AIRPORT

- WILL INTRODUCE FUEL FLOWAGE FEES IN JULY 2018:

	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
PROJECTED GALLONS	10,000,000	11,500,000	12,000,000	12,500,000
RATE PER GALLON	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
PROJECTED REVENUES	200	230	240	250

- WILL INTRODUCE PASSENGER PAY FOR PARKING IN JANUARY 2019:

	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RATE PER DAY	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
AVAILABLE SPACES	961	961	961	961
OCCUPANCY RATE	25%	28%	30%	33%
PROJECTED REVENUES	307	687	737	810

KEY PLANNING ASSUMPTIONS

(CONTINUED)

\$ (000's)

PORTSMOUTH INTERNATIONAL AIRPORT (CONTINUED)

- CONTINUE TO BE A "NO FEE" AIRPORT RELATIVE TO PASSENGER FACILITIES CHARGES AND LANDING FEES.
- PROPOSED ELIMINATION OF NEW HAMPSHIRE REGISTRATION FEES- PENDING **HB 124-FN**.
- CONTINUED MARKETING FINANCIAL COMMITMENT TO ATTRACT NEW AIRLINE(S) AND CONTINUATION OF CONSULTANT CONTRACT (DAN FORTNAM).
- UNDERTAKING INDEPENDENT REVIEW OF CURRENT SECURITY PROGRAM.
- **LAW ENFORCEMENT OFFICER PROGRAM (LEO)** TOWARD CITY OF PORTSMOUTH SECURITY COVERAGE REMAINS IN PLACE. CONTRACT DUE TO EXPIRE ON JUNE 30, 2019.
- COMPREHENSIVE REVIEW OF LEASE AGREEMENTS WITH PSM **FIXED BASED OPERATOR**.
- CONSTRUCTION OF AIRPORT **TERMINAL EXPANSION BIDS** ARE DUE JULY 6, 2018.

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

SKYHAVEN AIRPORT

- NO CHANGES IN HANGAR AND OR TIE DOWN RENTAL RATES.
- NO CHANGE IN CURRENT OCCUPANCY FOR HANGARS (32) OR TIEDOWNS (7). THERE ARE PRESENTLY 2 HANGAR VACANCIES.
- PROPOSED ELIMINATION OF NEW HAMPSHIRE REGISTRATION FEES. PENDING HB 124-FN.
- FUELING OPERATIONS ARE EXPECTED TO GENERATE APPROXIMATELY \$57 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2022 REPRESENTING AN APPROXIMATE 20% MARK-UP.

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
GROSS SALES	65	64	68	71	76
COST OF GOODS SOLD	52	51	54	57	60
NET CASH FLOW	13	13	14	14	16
FUEL SOLD (GALLONS)	14,750	15,000	15,500	16,000	16,500
AVERAGE SELLING PRICE (GALLON)	\$ 4.20	\$ 4.25	\$ 4.36	\$ 4.47	\$ 4.58

KEY PLANNING ASSUMPTIONS

(CONTINUED)

\$ (000's)

INTERNATIONAL TRADEPORT

- MAJORITY OF BUILDING AND OR GROUND LEASES HAVE INCORPORATED AN ANNUAL RATE OF INFLATION, AS MEASURED BY THE CONSUMER PRICE INDEX, OF **2.0%**.
- PROJECTED **NEW REVENUE STREAMS**, AS ASSOCIATED WITH EITHER BUILDING AND OR GROUND LEASES, DURING THE BUDGET PERIOD:
 - **WENTWORTH DOUGLAS-** 67 AND 121 CORPORATE DRIVE (12.40 ACRES +/-). NO LATER THAN MAY 1, 2019 OR ISSUANCE OF OCCUPANCY PERMIT IF EARLIER.
 - **LONZA BIOLOGICS-** 70-80 CORPORATE DRIVE (25.97 ACRES +/-). NO LATER THAN OCTOBER 1, 2021.

- **DEPARTMENT OF STATE FUNDING-** REVENUE STREAM COMMENCED IN OCTOBER 2014, AT THE NET RATE OF \$5.75 / PER SQUARE FOOT FOR 60 MONTHS. FOR THE SUBSEQUENT FIVE YEAR PERIOD, COMMENCING OCTOBER 2019, THE NEW NET RATE WILL INCREASE 4.3% TO \$6.00 PER SQUARE FOOT.

- EXTERNAL LEGAL SUPPORT AND INCREMENTAL COSTS ASSOCIATED WITH ENVIRONMENTAL TESTING PROGRAM. CURRENT PROJECTIONS:

	FY 2018 ESTIMATE	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
EXTERNAL LEGAL SUPPORT	350	750	150	-	-
ENVIRONMENTAL TESTING PROGRAM	-	275	425	275	275
	350	1,025	575	275	275

KEY PLANNING ASSUMPTIONS

(CONTINUED)

\$ (000's)

INTERNATIONAL TRADEPORT (CONTINUED):

- PDA'S ANNUAL FUNDING SUPPORT TO **COAST TROLLEY** REMAINS CONSISTENT AT \$120. SCHEDULED SERVICE ROUTES BEING EVALUATED BY COAST PERSONNEL.
- CURRENT **ELECTRICITY SUPPLY RATE** (\$0.06583) IS SCHEDULED TO EXPIRE ON OCTOBER 31, 2018. FUTURE FISCAL YEAR ELECTRICITY CONSUMPTION PROJECTED AT APPROXIMATELY 3.35 MILLION KW.

KEY PLANNING ASSUMPTIONS (CONTINUED)

GOLF OPERATIONS

- PHASED INCREASE TO CURRENT GOLF COURSE FEE STRUCTURE- MEMBERSHIPS, SIMULATORS AND PUBLIC PLAY WAS PRESENTED TO GOLF COMMITTEE IN 2013. PROPOSED FY 2019 BUDGET AND SUBSEQUENT THREE YEAR FORECAST INCORPORATES THE FOLLOWING PUBLIC PLAY RATE STRUCTURE WITH PROPOSED RATES BEING EFFECTIVE MAY 1, 2020.

NONMEMBER PLAY	PROPOSED FEES	CURRENT FEES	MEMBER PLAY	PROPOSED FEES	CURRENT FEES
WEEKDAY			WEEKDAY		
9 HOLE	\$ 30	\$ 29	ADULT	\$ 1,700	\$ 1,600
18 HOLE	49	48	STUDENT	750	700
SENIOR 9 HOLE	23	22	JUNIOR	450	400
SENIOR 18 HOLE	37	36	SENIOR	1,500	1,400
ADULT TWILIGHT 18 HOLE	36	35	COUPLES	3,050	2,900
WEEKEND			COUPLES- SENIORS	2,650	2,500
9 HOLE	\$ 33	\$ 32	FULL WEEK		
18 HOLE	53	52	ADULT	\$ 2,000	\$ 1,900
ADULT TWILIGHT 18 HOLE	36	35	COUPLES	3,650	3,500
CART FEES			SIMULATOR		
9 HOLE	\$ 13	\$ 12	WEEKDAY / HOURLY	\$ 33	\$ 32
18 HOLE	20	18	WEEKEND / HOURLY	40	39
TWILIGHT	12	10			

KEY PLANNING ASSUMPTIONS (CONTINUED)

\$ (000's)

GOLF OPERATIONS (CONTINUED):

- PROJECTED **GRILL 28** GROSS RESTAURANT SALES MAINTAIN A **FIXED FEE STRUCTURE** OF 17.0%. AMENDMENT # 3 EXTENDS CONTRACT THROUGH OCTOBER 31, 2019 WITH AN ONE YEAR OPTION.

2,400							
2,200	1,750	1,803	1,857	1,912	1,970		
2,000							
1,800							
1,600							
1,400							

	FY 2018 ESTIMATE	FY 2019 PROPOSED BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
--	------------------	-------------------------	------------------	------------------	------------------

• ROUNDS OF GOLF PLAYED:

	ACTUAL 2017 SEASON	PROPOSED 2018 SEASON	FORECAST 2019 SEASON	FORECAST 2020 SEASON	FORECAST 2021 SEASON
PUBLIC PLAY	38,851	34,000	34,500	35,000	35,500
ANNUAL PASS	14,383	18,500	18,750	19,000	19,000
	53,234	52,500	53,250	54,000	54,500

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS

- **SECURITY OPERATIONS** REMAIN IN-HOUSE WITH NO INCREMENTAL STAFFING FROM CURRENT FY 2018 AUTHORIZED LEVELS.
- OVERTIME AND SEASONAL PERSONNEL LABOR HOURS CONTINUE TO BE ACTIVELY MANAGED.
- **WORKERS COMPENSATION** INSURANCE REMAINS SELF-FUNDED.
- WITH CAPITAL BUDGET OVERVIEW COMMITTEE APPROVAL, HARBOR DREDGING FUND CONTINUES TO PROVIDE ANNUAL FUNDING SUPPORT TO MEET EMERGING REPAIRS AND MAINTENANCE NEEDS.
- **FOREIGN TRADE ZONE** APPLICATIONS PENDING- OCTOBER 1, 2018
 - ALBANY SAFRAN COMPOSITES, LLC
 - TEXTILES COATED INTERNATIONAL, INC

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS (CONTINUED):

- **FUELING OPERATIONS** ARE EXPECTED TO GENERATE APPROXIMATELY \$155 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2022 REPRESENTING AN APPROXIMATE 6.0% MARK-UP.

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
GROSS SALES					
PORTSMOUTH FISH PIER	400	415	415	420	420
HAMPTON HARBOR	120	120	120	125	125
RYE HARBOR	105	105	110	110	110
	<u>625</u>	<u>640</u>	<u>645</u>	<u>655</u>	<u>655</u>

COMPOSITE BUDGET PROJECTIONS

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGES #17-#18)	<u>14,450</u>	<u>15,225</u>	<u>16,076</u>	<u>16,425</u>	<u>16,612</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS (SEE PAGES #23 - #25)	6,202	5,903	6,051	6,171	6,291
BUILDING AND FACILITIES (SEE PAGE #26)	1,919	2,482	2,589	2,481	2,538
GENERAL ADMINISTRATION (SEE PAGE #27)	1,141	1,207	1,243	1,267	1,293
UTILITIES (SEE PAGE #28)	630	712	733	741	755
PROFESSIONAL SERVICES (SEE PAGE #29)	517	911	406	255	252
MARKETING AND PROMOTION (SEE PAGE #30)	227	315	315	323	321
OTHER OPERATING EXPENSES (SEE PAGE #31)	1,004	1,033	1,053	1,068	1,076
OPERATING INCOME	<u>11,640</u>	<u>12,563</u>	<u>12,390</u>	<u>12,306</u>	<u>12,526</u>
DEPRECIATION	2,810	2,662	3,686	4,119	4,086
INTEREST EXPENSE (SEE PAGE #32)	5,952	6,437	6,432	6,586	6,803
INTEREST INCOME AND OTHER	16	148	234	131	50
	(17)	(17)	(16)	(14)	(14)
NET OPERATING INCOME	<u>(3,141)</u>	<u>(3,906)</u>	<u>(2,964)</u>	<u>(2,584)</u>	<u>(2,753)</u>

COMPOSITE OPERATING REVENUES

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
FACILITIES (SEE PAGES #19-#20)	9,343	9,620	10,036	10,199	10,224
HANGARS (SEE PAGE #21)	335	348	370	375	380
	<u>9,678</u>	<u>9,968</u>	<u>10,406</u>	<u>10,574</u>	<u>10,604</u>
FEE REVENUES					
AVIATION FEES	134	126	126	126	126
FUEL FLOWAGE (PSM AND DPH)	9	209	239	249	259
GOLF FEES	1,400	1,425	1,450	1,485	1,520
GOLF SIMULATORS	118	120	123	125	127
GOLF MEMBERSHIPS	309	340	350	360	365
GOLF LESSONS	17	17	17	17	17
MOORING FEES	321	350	350	350	350
PARKING (PSM AND DPH)	125	423	809	861	934
PIER USAGE FEES	82	80	81	82	84
REGISTRATIONS	146	157	162	162	162
WHARFAGE AND DOCKAGE	310	335	335	335	335
SECURITY BADGING	<u>18</u>	<u>19</u>	<u>20</u>	<u>20</u>	<u>19</u>
	<u>2,989</u>	<u>3,601</u>	<u>4,062</u>	<u>4,172</u>	<u>4,298</u>

\$ (000's)

COMPOSITE OPERATING REVENUES (CONTINUED)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
FUEL SALES <i>(SEE PAGE #22)</i>	690	704	713	726	731
CONCESSION REVENUES	397	400	423	465	499
INTEREST INCOME- LOANS	43	44	42	40	40
OTHER REVENUES					
GOLF MERCHANDISE	230	235	240	245	250
ALL OTHER <i>(SEE PAGE #23)</i>	423	273	190	203	190
	<u>653</u>	<u>508</u>	<u>430</u>	<u>448</u>	<u>440</u>
	<u>14,450</u>	<u>15,225</u>	<u>16,076</u>	<u>16,425</u>	<u>16,612</u>

RENTAL OF FACILITIES FACILITIES

\$ (000's)

	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
LONZA BIOLOGICS	1,178	1,214	1,276	1,197
US DEPARTMENT OF STATE	694	701	701	701
222 INTERNATIONAL, LLC	545	556	567	578
KANERD DEVELOPMENT, LLC	514	524	535	545
75 NEW HAMPSHIRE, LLC	417	425	434	443
PORT CITY AIR	347	354	361	369
SIG SAUER, INC	330	339	339	339
INTERNATIONAL ASSOC OF PRIVACY PROF	319	326	332	339
REDHOOK BREWERY, INC.	290	296	302	308
FARLEY WHITE PEASE, LLC	263	263	263	263
SPYGLASS DEVELOPMENT, LLC	259	259	259	259
PIONEER NEW HAMPSHIRE. LLC	253	259	264	269
PEASE REHAB, LLC.	232	237	242	247
WENTWORTH DOUGLASS (SEE NOTE #1)	214	456	462	468
GRANITE STATE MINERALS	201	201	201	201
273 CORPORATE DRIVE, LLC	194	198	202	206

NOTE:
1. REFLECTS BUILDING EXPANSION AT 67 AND 121 CORPORATE DRIVE..

RENTAL OF FACILITIES FACILITIES

(CONTINUED)

\$ (000's)

	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
NH RETAIL CENTER / 25,29 RETAIL	191	195	199	203
RESPORT, LLC	190	194	198	202
100 INTERNATIONAL	182	186	190	194
GREAT BAY COMMUNITY COLLEGE	180	180	180	180
PLANE SENSE	159	159	159	159
119 INTERNATIONAL GROUP	159	163	166	169
PIONEER INTERNATIONAL	150	153	156	159
FISHER SCIENTIFIC INTERNATIONAL	147	147	147	147
FREEDOM RING COMMUNICATIONS	147	147	147	147
TOWER HILL DEVELOPMENT LLC	133	145	145	145
THIRTY INTERNATIONAL	132	144	144	144
325 CORPORATE DRIVE	131	134	137	139
CASTLEROCK, INC	115	115	115	115
MORTON SALT	106	106	106	106
ALL OTHERS (< \$100)	1,128	1,156	1,162	1,201
TOTAL	9,620	10,036	10,199	10,224

RENTAL OF FACILITIES HANGARS

\$ (000's)

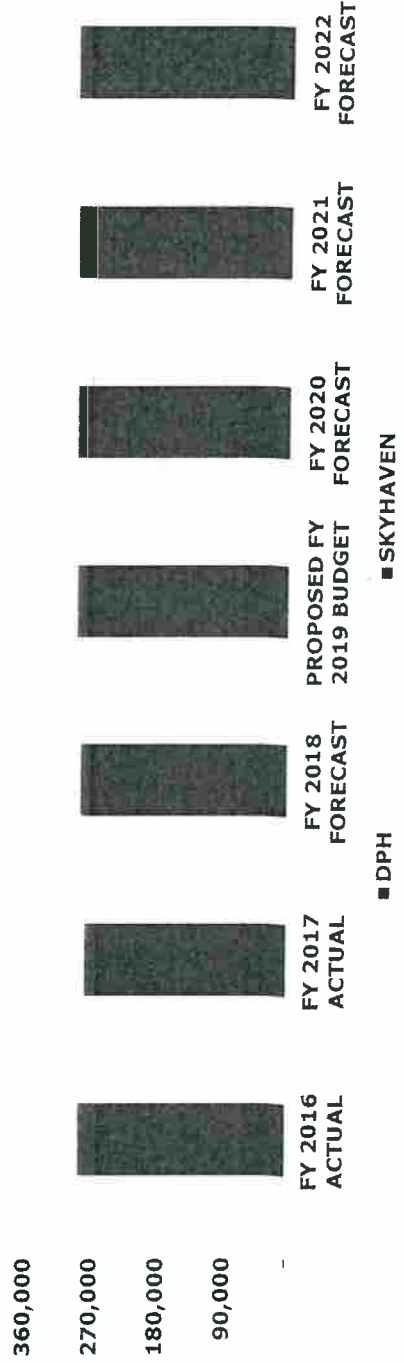
	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
PORT CITY AIR, INC	197	200	222	227	232
SKYHAVEN AIRPORT (DAW)	110	120	120	120	120
HANGAR FOUR CONDO ASSOCIATION-PSM	11	11	11	11	11
HANGAR THREE CONDO ASSOCIATION- PSM	7	7	7	7	7
HANGAR TWO CONDO ASSOCIATION-PSM	6	6	6	6	6
HANGAR ONE CONDO ASSOCIATION- PSM	4	4	4	4	4
	<u>335</u>	<u>348</u>	<u>370</u>	<u>375</u>	<u>380</u>

\$ (000's)

FUEL SALES

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
PORTSMOUTH FISH PIER	400	415	415	420	420
HAMPTON HARBOR	120	120	120	125	125
RYE HARBOR	105	105	110	110	110
SKYHAVEN AIRPORT	65	64	68	71	76
	690	704	713	726	731

GALLONS SOLD



\$ (000's)

OTHER REVENUES

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
PORTSMOUTH, RYE AND HAMPTON HARBOR- ROE'S	49	52	52	54	55
LONZA "IRON PARCEL" -OPTION	70	-	-	-	-
TWO INTERNATIONAL GROUP 100 NH AVENUE - OPTION	61	79	-	-	-
LONZA 70-80 CORPORATE DRIVE ROE	49	-	-	-	-
IAAP 75 ROCHESTER UNIT #1 -OPTION	43	37	-	-	-
WENTWORTH DOUGLASS 67 AND 121 CORPORATE DRIVE OPTION	43	-	-	-	-
C&J TRAILWAYS- EXETER STREET OVERFLOW PARKING	35	23	23	23	23
SUMMIT LAND DEVELOPMENT 160 CORPORATE DRIVE -OPTION	28	19	-	-	-
ALL OTHER (SEE NOTE #1)	45	63	115	126	112
	423	273	190	203	190

NOTE:
1. INCLUDES THIRD PARTY REIMBURSEMENTS FOR UTILITIES AND SECURITY COSTS.

STAFFING PLAN

\$ (000's)

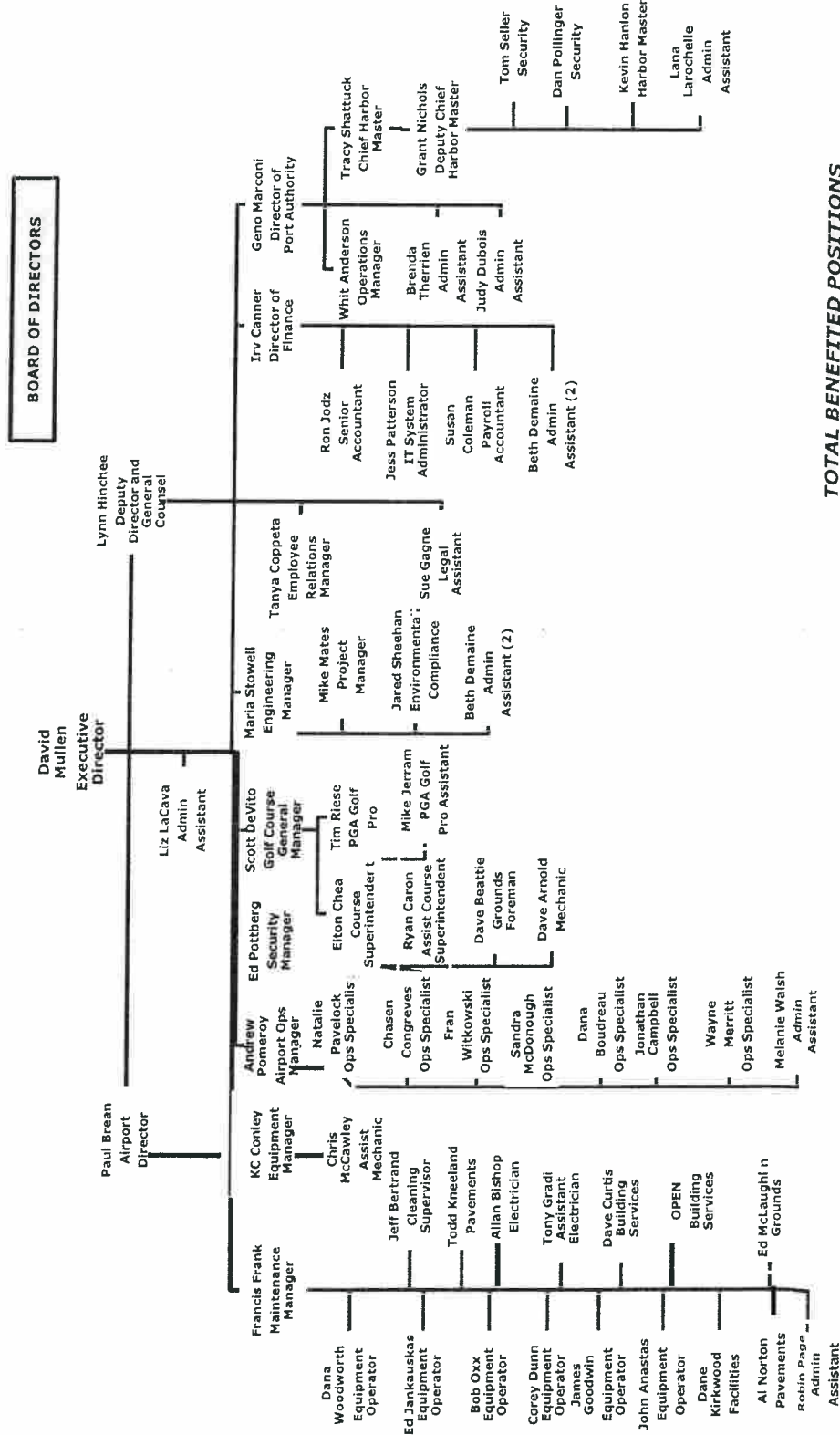
	SALARIED BENEFITTED POSITIONS	HOURLY BENEFITTED POSITIONS	TOTAL AT 07-01-18	TOTAL AT 07-01-17
PORTSMOUTH AIRPORT	2.0	8.0	10.0	10.0
MAINTENANCE (SEE NOTE #3)	-	19.0	19.0	18.0
SECURITY	1.0	-	1.0	1.0
SKYHAVEN	-	-	-	-
ENGINEERING (SEE NOTE #2)	3.0	0.5	3.5	4.0
GOLF OPERATIONS	3.0	4.0	7.0	8.0
EXECUTIVE	1.0	1.0	2.0	2.0
LEGAL	1.0	2.0	3.0	4.0
FINANCE (SEE NOTE #2)	2.0	2.5	4.5	5.0
DIVISION OF PORTS AND HARBORS	1.0	9.0	10.0	10.0
	14.0	46.0	60.0	62.0

PROJECTED SEASONAL AND PART TIME LABOR HOURS (NON-BENEFITTED)

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
GOLF	13,850	13,850	13,850	13,850	13,850
MAINTENANCE	6,950	6,950	6,950	6,950	6,950
SECURITY	7,800	7,800	7,800	7,800	7,800
SKYHAVEN	3,978	3,978	3,978	3,978	3,978
PSM	1,500	1,500	1,500	1,500	1,500
LEGAL	1,248	1,248	1,248	1,248	1,248
	35,326	35,326	35,326	35,326	35,326
DPH	14,644	14,644	14,644	14,644	14,644
	49,970	49,970	49,970	49,970	49,970

- NOTE:
1. STAFF POSITIONS NOTED ABOVE DO NOT REFLECT INTERNAL ALLOCATIONS OF LABOR SUCH AS A) ENGINEERING SUPPORT TO THE GOLF COURSE, SKYHAVEN AND OR THE DIVISION OF PORTS AND HARBORS, ETC., AND OR ADMINISTRATIVE SUPPORT PROVIDED TO THE BUSINESS UNITS BY FINANCE, LEGAL, ETC.
 2. ADMINISTRATIVE ASSISTANT SHARED POSITION BETWEEN ENGINEERING AND FINANCE.
 3. INCLUDES ONE OPEN HOURLY BENEFITTED POSITION

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- JULY 1, 2018 (BENEFITED POSITIONS ONLY)



TOTAL BENEFITED POSITIONS

50

10

PDA
DIVISION OF PORTS AND HARBORS

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

COMPOSITE PERSONNEL SERVICES AND BENEFITS

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
PERSONNEL SERVICES					
PERMANENT LABOR	3,681	3,667	3,768	3,843	3,920
NON-BENEFITTED LABOR	635	759	774	790	806
OVERTIME	<u>322</u>	<u>237</u>	<u>231</u>	<u>232</u>	<u>231</u>
	<u>4,638</u>	<u>4,663</u>	<u>4,773</u>	<u>4,865</u>	<u>4,957</u>
FRINGE BENEFITS					
HEALTH CARE	962	1,024	1,052	1,072	1,091
RETIREMENT	900	606	624	640	657
DENTAL	64	63	64	65	67
LIFE INSURANCE	25	25	25	26	26
	<u>1,951</u>	<u>1,718</u>	<u>1,765</u>	<u>1,803</u>	<u>1,841</u>
TOTAL PERSONNEL SERVICES AND BENEFITS	6,589	6,371	6,538	6,668	6,798
LESS: LABOR AND FRINGES- TRANSFER	<u>(387)</u>	<u>(478)</u>	<u>(487)</u>	<u>(497)</u>	<u>(507)</u>
NET PERSONNEL SERVICES AND BENEFITS	<u>6,202</u>	<u>5,893</u>	<u>6,051</u>	<u>6,171</u>	<u>6,291</u>

\$ (000's)

COMPOSITE BUILDING AND FACILITIES

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
PERSONNEL SERVICES AND BENEFITS- TRANSFER	387	478	487	497	507
SNOW REMOVAL	327	382	382	367	388
ENVIRONMENTAL TESTING	29	304	455	303	303
SECURITY	119	196	185	188	191
GASOLINE AND DIESEL	151	154	139	141	147
CONTRACT SERVICES	94	137	147	133	136
CLEANING CONTRACT	81	82	87	88	90
PAVEMENT AND RUBBER REMOVAL	41	71	45	38	43
EQUIPMENT PARTS	66	66	67	66	67
HVAC REPAIRS	60	60	73	83	85
EQUIPMENT RENTAL	57	53	49	53	54
VEGETATION CONTROL	49	47	47	47	49
LANDSCAPING AND IRRIGATION	43	40	42	46	46
ENGINEERING SERVICES	26	36	36	52	54
VEHICLE PARTS	25	25	26	30	30
ELECTRICAL PARTS	27	24	25	25	25
ALL OTHER	337	327	297	324	323
	1,919	2,482	2,589	2,481	2,538

COMPOSITE GENERAL AND ADMINISTRATIVE

\$ (000's)

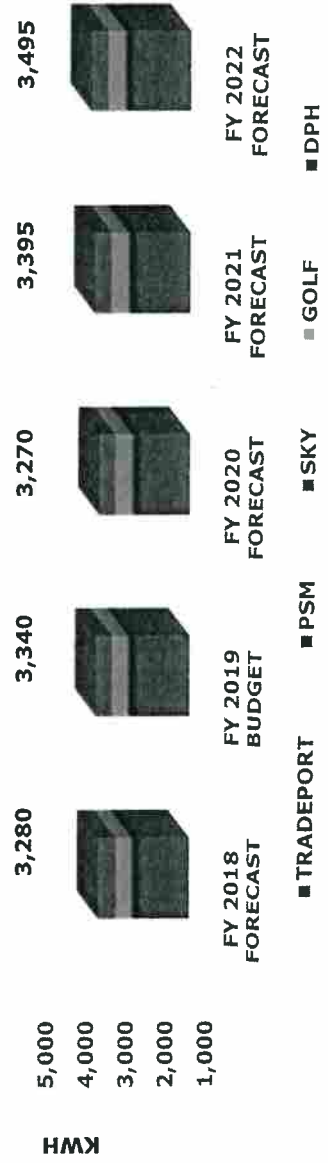
	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
FEDERAL INSURANCE CONTRIBUTION ACT (FICA)	343	356	365	371	378
INSURANCE	247	256	263	268	273
TELEPHONES AND COMMUNICATIONS	103	104	105	109	111
BANK FEES	83	82	84	86	89
SUPPLIES	64	60	63	64	65
COMPUTER EXPENSES	52	50	49	51	51
TRAVEL AND MILEAGE	32	37	37	39	37
DUES, SUBSCRIPTIONS AND REGISTRATIONS	33	35	35	36	37
PROFESSIONAL DEVELOPMENT	15	31	32	32	32
EQUIPMENT UNDER \$5,000	30	31	32	34	34
TAXES IN LIEU- MUNICIPAL SERVICE FEE (DPH)	30	30	30	30	30
OFFICE EQUIPMENT AND RENTAL	28	27	33	40	34
CLOTHING AND UNIFORMS	14	20	20	20	21
POSTAGE AND PRINTING	11	13	15	17	17
STATE OF NH INDIRECT COST ALLOCATION	-	5	5	5	5
ALL OTHER	65	70	75	65	79
	1,141	1,207	1,243	1,267	1,293

\$ (000's)

COMPOSITE UTILITIES

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
ELECTRICITY	363	396	412	420	426
WATER	76	117	118	118	119
WASTE DISPOSAL	92	96	100	100	102
NATURAL GAS	65	67	65	65	68
PROPANE	32	34	36	36	37
HEATING OIL	2	2	2	2	2
	630	712	733	741	755

ELECTRICITY KWH CONSUMPTION PROJECTIONS



\$ (000's)

COMPOSITE PROFESSIONAL SERVICES

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
LEGAL	350	750	250	100	100
INFORMATION TECHNOLOGY	64	69	65	67	63
EXTERNAL AUDIT	58	60	60	60	60
ALL OTHER	45	32	31	28	29
	<u>517</u>	<u>911</u>	<u>406</u>	<u>255</u>	<u>252</u>

\$ (000's)

COMPOSITE MARKETING AND PROMOTION

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
BUSINESS DEVELOPMENT	195	275	275	275	275
GENERAL ADVERTISING (EMPLOYMENT, REQUEST FOR PROPOSALS, ETC.)	32	40	40	48	46
	227	315	315	323	321

\$ (000's)

COMPOSITE OTHER OPERATING EXPENSES

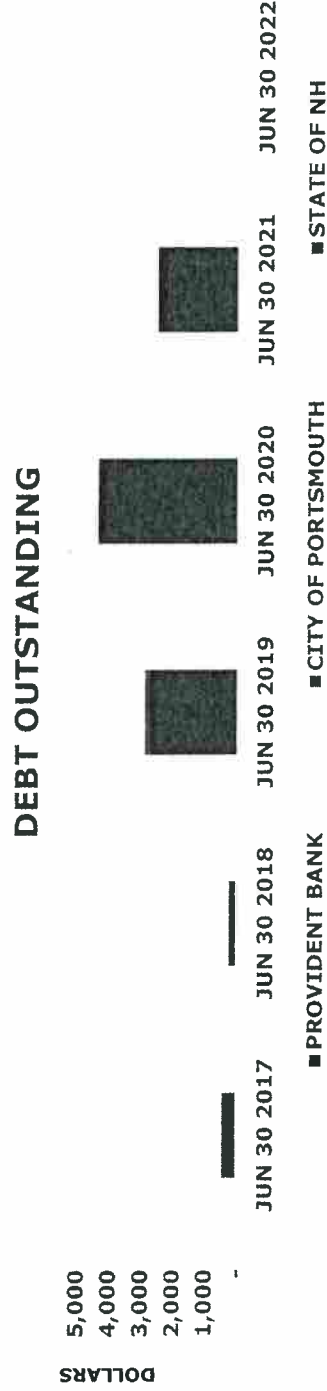
	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
FUEL	635	653	660	671	675
GOLF MERCHANDISE	184	175	178	180	182
COAST TROLLEY	115	120	120	120	120
GOLF CART LEASE	70	85	95	97	99
	<u>1,004</u>	<u>1,033</u>	<u>1,053</u>	<u>1,068</u>	<u>1,076</u>

\$ (000's)

COMPOSITE INTEREST EXPENSE

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
THE PROVIDENT BANK (SEE NOTE #2)	-	138	229	131	50
CITY OF PORTSMOUTH (SEE NOTE #1)	16	10	5	-	-
STATE OF NEW HAMPSHIRE	=	=	=	=	=
	<u>16</u>	<u>148</u>	<u>234</u>	<u>131</u>	<u>50</u>

SOURCE OF FINANCING



NOTE:

1) AT JUNE 30, 2018, A TOTAL OF \$232 IN PRINCIPAL DEBT WAS OUTSTANDING. ANNUAL PAYMENTS PLUS INTEREST, AT 4.5%, ARE PAYABLE THROUGH JANUARY 2020.

2) CURRENT \$ 5,000 REVOLVING LINE OF CREDIT FACILITY WITH THE PROVIDENT BANK IS SCHEDULED TO MATURE ON DECEMBER 31, 2018. KEY ASSUMPTION IS THAT SUCH CREDIT FACILITY WILL BE ALLOWED TO ROLL-OVER FOR A PERIOD UP TO ONE YEAR IN DURATION. PROJECTED INTEREST COSTS ARE 5.00% IN FY 2019, 5.25% IN FY 2020 AND 5.50% POST FY 2020.

BUSINESS UNIT ANALYSIS

INTERNATIONAL TRADEPORT

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #36)	<u>8,362</u>	<u>8,557</u>	<u>8,868</u>	<u>9,020</u>	<u>9,033</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	158	483	654	547	557
GENERAL ADMINISTRATION	46	48	49	49	50
UTILITIES	95	108	110	112	115
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	115	120	120	120	120
OPERATING INCOME	<u>414</u>	<u>759</u>	<u>933</u>	<u>828</u>	<u>842</u>
DEPRECIATION	7,948	7,798	7,935	8,192	8,191
INTEREST EXPENSE	800	850	875	875	900
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>7,148</u>	<u>6,948</u>	<u>7,060</u>	<u>7,316</u>	<u>7,291</u>

OPERATING REVENUES- INTERNATIONAL TRADEPORT

\$(000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
FACILITIES	8,080	8,257	8,564	8,713	8,722
INTEREST INCOME					
OTHER REVENUES					
ALL OTHER	282	300	304	307	311
	8,362	8,557	8,868	9,020	9,033

PORTSMOUTH INTERNATIONAL AIRPORT

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #38)	1,049	1,540	1,954	2,041	2,128
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	900	837	853	871	888
BUILDING AND FACILITIES	977	970	931	934	951
GENERAL ADMINISTRATION	258	259	265	270	276
UTILITIES	298	317	330	335	341
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	15	43	41	43	40
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	2,448	2,426	2,420	2,453	2,496
DEPRECIATION	(1,399)	(886)	(466)	(412)	(368)
INTEREST EXPENSE	3,500	3,900	3,850	4,000	4,200
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(4,899)	(4,786)	(4,316)	(4,412)	(4,568)

OPERATING REVENUES- PORTSMOUTH INTERNATIONAL AIRPORT

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
FACILITIES	575	584	587	590	594
HANGARS	225	227	232	237	241
	<u>800</u>	<u>811</u>	<u>819</u>	<u>827</u>	<u>835</u>
FEE REVENUES					
AVIATION FEES	133	125	125	125	125
FUEL FLOWAGE	-	200	230	240	250
PARKING	9	307	687	737	810
PIER USAGE FEES	-	-	-	-	-
REGISTRATIONS	-	-	-	-	-
ALL OTHER	17	-	-	-	-
	<u>159</u>	<u>632</u>	<u>1,042</u>	<u>1,102</u>	<u>1,185</u>
CONCESSION REVENUES					
	65	71	70	87	85
OTHER REVENUES					
ALL OTHER	25	26	23	25	23
	<u>1,049</u>	<u>1,540</u>	<u>1,954</u>	<u>2,041</u>	<u>2,128</u>

SECURITY

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #40)	=	<u>24</u>	<u>25</u>	<u>25</u>	<u>25</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	179	182	186	191
BUILDING AND FACILITIES	-	278	251	255	260
GENERAL ADMINISTRATION	-	29	29	30	30
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	5	5	5	5
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	=	<u>491</u>	<u>467</u>	<u>476</u>	<u>486</u>
DEPRECIATION	-	(467)	(442)	(451)	(461)
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	=	<u>(467)</u>	<u>(442)</u>	<u>(451)</u>	<u>(461)</u>

OPERATING REVENUES- SECURITY

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
FACILITIES	-	-	-	-	-
HANGARS	-	-	-	-	-
	=	=	=	=	=
FEE REVENUES					
AVIATION FEES	-	-	-	-	-
FUEL FLOWAGE	-	-	-	-	-
PARKING	-	-	-	-	-
PIER USAGE FEES	-	-	-	-	-
REGISTRATIONS	-	-	-	-	-
ALL OTHER	-	-	-	-	-
	=	=	=	=	=
CONCESSION REVENUES					
	-	-	-	-	-
OTHER REVENUES					
ALL OTHER	-	24	25	25	25
	=	<u>24</u>	<u>25</u>	<u>25</u>	<u>25</u>

SKYHAVEN AIRPORT

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #42)	<u>171</u>	<u>185</u>	<u>189</u>	<u>193</u>	<u>197</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	54	66	68	69	71
BUILDING AND FACILITIES	84	71	69	66	74
GENERAL ADMINISTRATION	33	36	36	39	40
UTILITIES	22	30	30	31	31
PROFESSIONAL SERVICES	6	6	6	6	6
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	52	51	54	57	60
OPERATING INCOME	<u>251</u> <u>(80)</u>	<u>260</u> <u>(75)</u>	<u>263</u> <u>(74)</u>	<u>268</u> <u>(75)</u>	<u>282</u> <u>(85)</u>
DEPRECIATION	421	450	465	465	460
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(501)</u>	<u>(525)</u>	<u>(539)</u>	<u>(540)</u>	<u>(545)</u>

OPERATING REVENUES- SKYHAVEN AIRPORT

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
HANGARS	105	120	120	120	120
FUEL SALES					
	65	64	68	71	76
OTHER REVENUES					
ALL OTHER	1	1	1	2	1
	<u>171</u>	<u>185</u>	<u>189</u>	<u>193</u>	<u>197</u>

SKYHAVEN AIRPORT- NET CASH FLOW

\$ (000's)

	PRIOR PERIODS	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST	CUMLA SINCE INCEP
CUMULATIVE NET CASH FLOW							
NET OPERATING INCOME (FROM PAGE #41) (EXCLUDING DEPRECIATION)	(835)	(80)	(75)	(74)	(75)	(85)	(1,224)
CAPITAL ADDITIONS							
GRANT RELATED							
RUNWAY / TAXILANE IMPROVEMENTS (FAA)	(4,998)	(706)	-	-	-	-	(5,704)
SOUTH APRON DESIGN AND CONST (FAA)	-	-	(20)	(292)	(1,488)	-	(1,800)
ROTARY PLOW (FAA)	(4)	(496)	-	-	-	-	(500)
WILDLIFE ASSESSMENT / FENCE CONST (FAA)	-	-	-	-	-	(80)	(80)
DUPONT PROPERTY	(374)	-	-	-	-	-	(374)
INTERNALLY FUNDED							
HANGAR 5 ROOF RENOVATIONS	(119)	-	-	-	-	-	(119)
SEWER DESIGN AND HOOK UP	(80)	-	-	-	-	-	(80)
AIRFIELD LED RELAMPING	-	(26)	-	-	(25)	-	(51)
TERMINAL PARKING LOT	-	-	-	-	-	(25)	(25)
ALL OTHER	(24)	-	(5)	-	-	-	(29)
	(5,599)	(1,228)	(25)	(292)	(1,513)	(105)	(8,762)
ALL OTHER							
DEBT REPAYMENT- STATE OF NEW HAMPSHIRE	(100)	-	-	-	-	-	(100)
GRANT FUNDING AWARDS	4,355	1,400	-	250	750	925	7,680
CUMULATIVE NET CASH FLOW	(2,179)	(2,087)	(2,187)	(2,303)	(3,141)	(2,406)	(2,406)



MAINTENANCE

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	1,408	1,255	1,281	1,307	1,335
BUILDING AND FACILITIES	84	91	93	78	78
GENERAL ADMINISTRATION	139	150	153	157	160
UTILITIES	1	1	1	1	1
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	1	1	1	1	1
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>1,633</u>	<u>1,498</u>	<u>1,529</u>	<u>1,544</u>	<u>1,575</u>
OPERATING INCOME	<u>(1,633)</u>	<u>(1,498)</u>	<u>(1,529)</u>	<u>(1,544)</u>	<u>(1,575)</u>
DEPRECIATION	35	40	40	38	38
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(1,668)</u>	<u>(1,538)</u>	<u>(1,569)</u>	<u>(1,582)</u>	<u>(1,613)</u>

GOLF OPERATIONS (COMPOSITE)

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #46)	<u>2,413</u>	<u>2,469</u>	<u>2,527</u>	<u>2,612</u>	<u>2,685</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	911	863	880	898	916
BUILDING AND FACILITIES	346	319	323	332	341
GENERAL ADMINISTRATION	247	238	244	248	253
UTILITIES	115	153	155	155	157
PROFESSIONAL SERVICES	18	16	16	16	16
MARKETING AND PROMOTION	47	55	57	58	59
OTHER OPERATING EXPENSES	254	260	273	275	280
OPERATING INCOME	<u>1,938</u>	<u>1,904</u>	<u>1,948</u>	<u>1,982</u>	<u>2,022</u>
DEPRECIATION	397	398	394	387	387
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME	-	-	-	-	-
NET OPERATING INCOME	<u>78</u>	<u>167</u>	<u>185</u>	<u>243</u>	<u>276</u>

OPERATING REVENUES GOLF OPERATIONS

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
FEE REVENUES					
GOLF FEES	1,400	1,425	1,450	1,485	1,520
GOLF SIMULATORS	118	120	123	125	127
GOLF MEMBERSHIPS	309	340	350	360	365
GOLF LESSONS	17	17	17	17	17
	<u>1,844</u>	<u>1,902</u>	<u>1,940</u>	<u>1,987</u>	<u>2,029</u>
CONCESSION REVENUES					
	328	325	340	374	400
OTHER REVENUES					
MERCHANDISE	230	235	240	245	250
ALL OTHER	11	7	7	6	6
	<u>2,413</u>	<u>2,469</u>	<u>2,527</u>	<u>2,612</u>	<u>2,685</u>

GOLF OPERATIONS- NET CASH FLOW

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST	FIVE YEAR TOTAL
NET OPERATING INCOME <i>(FROM PAGE #45)</i>	475	565	579	630	663	2,912
CAPITAL ADDITIONS						
BLUE COURSE BRIDGE	181	-	-	-	-	181
RESTAURANT MODIFICATIONS	35	30	-	-	-	65
TRIM MOWERS	-	50	-	-	-	50
TRIPLEX GREENS MOWER	-	80	-	-	-	80
ROUGH MOWER	-	-	70	-	-	70
ONE TON DUMP TRUCK	-	-	-	20	-	20
WALKING GREENS MOWER	-	-	-	35	15	50
DEBRIS BLOWER	-	-	-	10	-	10
FERTILIZER SPREADER	-	-	-	10	-	10
GREEN TEE AERATOR	-	-	-	-	25	25
LARGE UTILITY	-	-	-	-	30	30
GEO THERMAL PUMPS	-	-	-	-	20	20
PATIO UPGRADE	-	10	100	-	-	110
CLUBHOUSE EQUIPMENT	-	-	-	-	25	25
PESTICIDE SPRAYER	-	-	-	60	-	60
	216	170	170	135	115	806
NET CASH FLOW	259	395	409	495	548	2,106



GOLF COURSE

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	<u>1,737</u>	<u>1,788</u>	<u>1,823</u>	<u>1,867</u>	<u>1,907</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	856	830	846	864	880
BUILDING AND FACILITIES	266	239	245	253	264
GENERAL ADMINISTRATION	198	211	216	219	224
UTILITIES	65	96	97	98	99
PROFESSIONAL SERVICES	6	7	7	7	7
MARKETING AND PROMOTION	38	44	43	43	42
OTHER OPERATING EXPENSES	70	85	95	95	98
	<u>1,499</u>	<u>1,512</u>	<u>1,549</u>	<u>1,579</u>	<u>1,614</u>
OPERATING INCOME	<u>238</u>	<u>276</u>	<u>274</u>	<u>288</u>	<u>293</u>
DEPRECIATION	365	365	365	360	360
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(127)</u>	<u>(89)</u>	<u>(91)</u>	<u>(72)</u>	<u>(67)</u>

FOOD AND BEVERAGE

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	328	325	340	374	400
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	11	3	3	3	3
BUILDING AND FACILITIES	64	65	68	69	67
GENERAL ADMINISTRATION	33	16	16	17	17
UTILITIES	47	53	54	53	54
PROFESSIONAL SERVICES	2	3	3	3	3
MARKETING AND PROMOTION	5	5	7	8	8
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	162	145	151	153	152
DEPRECIATION	23	24	20	19	19
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	143	156	169	202	229

PRO SHOP

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	<u>230</u>	<u>235</u>	<u>240</u>	<u>245</u>	<u>250</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	20	6	6	6	7
BUILDING AND FACILITIES	6	5	5	5	5
GENERAL ADMINISTRATION	8	5	5	5	5
UTILITIES	2	3	3	3	3
PROFESSIONAL SERVICES	1	1	1	1	1
MARKETING AND PROMOTION	2	2	3	3	4
OTHER OPERATING EXPENSES	184	175	178	180	182
	<u>223</u>	<u>197</u>	<u>201</u>	<u>203</u>	<u>207</u>
OPERATING INCOME	7	38	39	42	43
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	7	38	39	42	43

SIMULATORS

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	118	121	124	126	128
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	24	24	25	25	26
BUILDING AND FACILITIES	10	10	5	5	5
GENERAL ADMINISTRATION	8	6	7	7	7
UTILITIES	1	1	1	1	1
PROFESSIONAL SERVICES	9	5	5	5	5
MARKETING AND PROMOTION	2	4	4	4	5
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	54	50	47	47	49
DEPRECIATION	64	71	77	79	79
INTEREST EXPENSE	9	9	9	8	8
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	55	62	68	71	71

EXECUTIVE DIRECTOR

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	275	295	301	307	313
BUILDING AND FACILITIES	4	2	2	2	2
GENERAL ADMINISTRATION	39	38	39	39	41
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	152	200	201	201	202
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>470</u>	<u>535</u>	<u>543</u>	<u>549</u>	<u>558</u>
OPERATING INCOME	(470)	(535)	(543)	(549)	(558)
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(470)	(535)	(543)	(549)	(558)

LEGAL

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	498	461	471	481	492
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	50	46	47	48	50
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	350	750	250	100	100
MARKETING AND PROMOTION	1	1	1	1	1
OTHER OPERATING EXPENSES	-	-	-	-	-
	899	1,258	769	630	643
OPERATING INCOME	(899)	(1,258)	(769)	(630)	(643)
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(899)	(1,258)	(769)	(630)	(643)

ENGINEERING

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	510	435	445	454	464
BUILDING AND FACILITIES	10	15	15	16	18
GENERAL ADMINISTRATION	34	37	38	39	40
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	1	3	3	3	3
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>555</u>	<u>490</u>	<u>501</u>	<u>512</u>	<u>525</u>
OPERATING INCOME	(555)	(490)	(501)	(512)	(525)
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	(555)	(490)	(501)	(512)	(525)

FINANCE

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	=	=	=	=	=
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	438	428	436	445	455
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	97	106	111	115	115
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	84	85	83	83	80
MARKETING AND PROMOTION	-	2	-	3	-
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>619</u>	<u>621</u>	<u>630</u>	<u>646</u>	<u>650</u>
OPERATING INCOME	(619)	(621)	(630)	(646)	(650)
DEPRECIATION	22	21	20	19	19
INTEREST EXPENSE	16	141	223	119	50
INTEREST INCOME AND OTHER	(13)	(14)	(12)	(10)	(10)
NET OPERATING INCOME	(644)	(769)	(861)	(774)	(709)

DIVISION OF PORTS AND HARBORS UNRESTRICTED FUNDS

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #57)	<u>2,304</u>	<u>2,294</u>	<u>2,334</u>	<u>2,354</u>	<u>2,360</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	1,207	1,084	1,134	1,152	1,169
BUILDING AND FACILITIES	190	192	190	190	197
GENERAL ADMINISTRATION	187	215	222	226	228
UTILITIES	99	103	107	108	110
PROFESSIONAL SERVICES	15	17	16	18	16
MARKETING AND PROMOTION	1	1	1	1	1
OTHER OPERATING EXPENSES	577	602	606	616	616
	<u>2,276</u>	<u>2,214</u>	<u>2,276</u>	<u>2,311</u>	<u>2,337</u>
OPERATING INCOME	28	80	58	43	23
DEPRECIATION	710	708	718	731	728
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	(2)	(2)	(2)	(2)	(2)
NET OPERATING INCOME	<u>(680)</u>	<u>(626)</u>	<u>(658)</u>	<u>(686)</u>	<u>(703)</u>

OPERATING REVENUES UNRESTRICTED FUNDS

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
FACILITIES	683	646	670	676	682
FEE REVENUES					
PARKING	116	116	122	124	124
MOORING FEES	321	350	350	350	350
REGISTRATIONS	140	150	155	155	155
WHARFAGE AND DOCKAGE	310	335	335	335	335
	<u>887</u>	<u>951</u>	<u>962</u>	<u>964</u>	<u>964</u>
FUEL SALES					
	625	640	645	655	655
CONCESSION REVENUES					
	5	5	5	5	5
OTHER REVENUES					
ALL OTHER	104	52	52	54	54
	<u>2,304</u>	<u>2,294</u>	<u>2,334</u>	<u>2,354</u>	<u>2,360</u>

DIVISION OF PORTS AND HARBORS UNRESTRICTED FUNDS- NET CASH FLOW

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPENING FUND BALANCE	<u>775</u>	<u>786</u>	<u>863</u>	<u>793</u>	<u>778</u>
NET OPERATING INCOME <i>(FROM PAGE #56)</i>	(680)	(626)	(658)	(686)	(703)
ADJUSTMENTS					
DEPRECIATION	710	708	718	731	728
ACCOUNTS PAYABLE- NET	-	-	-	-	-
FUNDS PROVIDED BY OPERATIONS	<u>30</u>	<u>82</u>	<u>60</u>	<u>45</u>	<u>25</u>
CAPITAL ADDITIONS					
MOTOR BOAT ENGINE	9	-	-	-	-
SECURITY LIGHTING	10	-	-	-	-
FURNACE REPLACEMENT	-	10	-	-	-
WAREHOUSE ROOF REPAINTING	-	-	125	-	-
VEHICLE REPLACEMENT	-	-	-	40	-
COMPUTERS / SERVERS	-	5	5	20	5
	<u>19</u>	<u>15</u>	<u>130</u>	<u>60</u>	<u>5</u>
OTHER REVENUES					
GRANT AWARDS	-	10	-	-	-
NET CASH FLOW	<u>11</u>	<u>77</u>	<u>(70)</u>	<u>(15)</u>	<u>20</u>
CLOSING FUND BALANCE	<u>786</u>	<u>863</u>	<u>793</u>	<u>778</u>	<u>798</u>

DIVISION OF PORTS AND HARBORS HARBOR DREDGING

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES (SEE PAGE #60)	<u>102</u>	<u>100</u>	<u>102</u>	<u>103</u>	<u>105</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	37	60	60	60	60
GENERAL ADMINISTRATION	10	4	10	4	10
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	<u>47</u>	<u>64</u>	<u>70</u>	<u>64</u>	<u>70</u>
DEPRECIATION	55	36	32	39	35
INTEREST EXPENSE	68	70	70	70	70
INTEREST INCOME AND OTHER	(2)	(2)	(2)	(2)	(2)
NET OPERATING INCOME	<u>(11)</u>	<u>(32)</u>	<u>(36)</u>	<u>(29)</u>	<u>(33)</u>

OPERATING REVENUES HARBOR DREDGING

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
RENTAL OF FACILITIES					
FACILITIES	-	-	-	-	-
HANGARS	-	-	-	-	-
	-	-	-	-	-
FEE REVENUES					
FUEL FLOWAGE	9	9	9	9	9
PIER USAGE FEES	82	80	81	82	84
REGISTRATIONS	6	6	7	7	7
ALL OTHER	-	-	-	-	-
	<u>97</u>	<u>95</u>	<u>97</u>	<u>98</u>	<u>100</u>
OTHER REVENUES					
ALL OTHER	5	5	5	5	5
	<u>102</u>	<u>100</u>	<u>102</u>	<u>103</u>	<u>105</u>

DIVISION OF PORTS AND HARBORS HARBOR DREDGING- NET CASH FLOW

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPENING FUND BALANCE	537	492	530	414	455
NET OPERATING INCOME <i>(FROM PAGE #59)</i>	(11)	(32)	(36)	(29)	(33)
ADJUSTMENTS					
DEPRECIATION	68	70	70	70	70
ACCOUNTS PAYABLE- NET	-	-	-	-	-
FUNDS PROVIDED BY OPERATIONS	<u>57</u>	<u>38</u>	<u>34</u>	<u>41</u>	<u>37</u>
CAPITAL ADDITIONS					
OTHER	102	-	150	-	150
STATE OF NEW HAMPSHIRE					
FUNDS TRANSFER	-	-	-	-	-
OTHER REVENUES	-	-	-	-	-
NET CASH FLOW	(45)	38	(116)	41	(113)
CLOSING FUND BALANCE	<u>492</u>	<u>530</u>	<u>414</u>	<u>455</u>	<u>342</u>

DIVISION OF PORTS AND HARBORS

FOREIGN TRADE ZONE

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	<u>5</u>	<u>12</u>	<u>15</u>	<u>15</u>	<u>15</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	30	-	-	-	-
GENERAL ADMINISTRATION	-	-	-	-	-
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-
MARKETING AND PROMOTION	12	8	10	12	10
OTHER OPERATING EXPENSES	-	-	-	-	-
	<u>42</u>	<u>8</u>	<u>10</u>	<u>12</u>	<u>10</u>
OPERATING INCOME	<u>(37)</u>	<u>4</u>	<u>5</u>	<u>3</u>	<u>5</u>
DEPRECIATION	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	<u>(37)</u>	<u>4</u>	<u>5</u>	<u>3</u>	<u>5</u>

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

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPENING FUND BALANCE	47	10	14	19	22
NET OPERATING INCOME <i>(FROM PAGE #62)</i>	(37)	4	5	3	5
ADJUSTMENTS					
DEPRECIATION	-	-	-	-	-
ACCOUNTS PAYABLE- NET	-	-	-	-	-
FUNDS PROVIDED BY OPERATIONS	(37)	4	5	3	5
CAPITAL ADDITIONS					
FUNDS TRANSFER					
OTHER REVENUES					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
NET CASH FLOW	(37)	4	5	3	5
CLOSING FUND BALANCE	<u>10</u>	<u>14</u>	<u>19</u>	<u>22</u>	<u>27</u>


DIVISION OF PORTS AND HARBORS REVOLVING LOAN FUND

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPERATING REVENUES	44	45	43	41	41
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-
GENERAL ADMINISTRATION	1	1	1	1	1
UTILITIES	-	-	-	-	-
PROFESSIONAL SERVICES	32	32	31	28	29
MARKETING AND PROMOTION	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-
OPERATING INCOME	33	33	32	29	30
DEPRECIATION	11	12	11	12	11
INTEREST EXPENSE	-	-	-	-	-
INTEREST INCOME AND OTHER	-	-	-	-	-
NET OPERATING INCOME	11	12	11	12	11

DIVISION OF PORTS AND HARBORS REVOLVING LOAN FUND- NET CASH FLOW

\$ (000's)

	FY 2018 FORECAST	PROPOSED FY 2019 BUDGET	FY 2020 FORECAST	FY 2021 FORECAST	FY 2022 FORECAST
OPENING FUND BALANCE	111	155	267	218	220
NET OPERATING INCOME (FROM PAGE #64)	11	12	11	12	11
ADJUSTMENTS					
DEPRECIATION	-	-	-	-	-
ACCOUNTS PAYABLE- NET	=	=	=	=	=
FUNDS PROVIDED BY OPERATIONS	11	12	11	12	11
LOAN ACTIVITY					
NEW LOANS	(135)	(50)	(200)	(150)	(150)
LOAN REPAYMENTS	168	150	140	140	147
FUNDS TRANSFER	33	100	(60)	(10)	(3)
	=	=	=	=	=
 NET CASH FLOW	44	112	(49)	2	8
CLOSING FUND BALANCE	155	267	218	220	228

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with Farley White Pease, LLC and to execute a new lease for the premises located at 90 Arboretum Drive and 100 Arboretum Drive, on terms and conditions substantially similar to those set forth in the draft Letter of Intent dated July 14, 2018, attached hereto.

N:\RESOLVES\2018\FarleyWhite-LOI 0618.docx

FOR REVIEW AND COMMENT

June 14, 2018

Roger W. "Sam" Altreuter
Farley White Interests
155 Federal Street, Suite 1800
Boston, MA 02110

Re: 90 Arboretum Drive, Newington, NH

Dear Mr. Altreuter:

On behalf of the Pease Development Authority ("PDA"), we are pleased to submit the following outline of terms and conditions of a proposed lease agreement with Farley White Pease, LLC ("Farley White") for development of an additional 67,500 +/- square feet business and professional office facility (the "Facility") including customary accessory uses at Pease International Tradeport ("Pease").

When approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Letter of Intent ("LOI") between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith a new lease agreement (the "Agreement" and/or the "2018 Lease") to replace the existing lease (the "Lease" dated February 12, 1999 and previously amended on June 6, 2001 (Amendment No. 1), December 13, 2001 (Amendment No. 2), February 12, 2004 (Amendment No. 3) and March 1, 2013 (Amendment No. 4)) between PDA and Farley White for 100 Arboretum Drive based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

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

Landlord: Pease Development Authority

Tenant: Farley White Pease, LLC

Leased Premises: For and in consideration of the rents and covenants to be paid and performed by Farley White and subject to the terms and conditions set forth herein, PDA agrees to lease to Farley White and Farley White agrees to lease from

PDA the land area described below, which land area is located in the Industrial Zone and is more particularly shown on the plan attached as Exhibit A:

Subject to survey, a certain parcel of land in Newington, New Hampshire, located at 90 Arboretum Drive (the "90 Arboretum Premises"). The 90 Arboretum Premises is estimated to contain approximately 6.94 +/- acres. The 90 Arboretum Premises will be incorporated by lot line adjustment to the existing Leased Premises of 20.30 acres, creating a lot with a total of 27.24 acres.

Lease Term and Term

Commencement:

The 2018 Lease shall be effective upon execution and shall continue for a base term of 25 years with additional option terms of 49 years for a total term not to exceed 74 years. Ground Area Rent for the 90 Arboretum land area shall commence on the earlier to occur of the following, (i) use and occupancy of all or a portion of the 90 Arboretum Facility or (ii) April 1, 2019 (the "Occupancy Date").

Right of First Refusal:

The 90 Arboretum Premises are subject to a Right of First Refusal in favor of Sig Saur Real Estate, Inc. all as more fully described in the lease between PDA and Sig Saur Real Estate, Inc., attached hereto as Exhibit A-1. This LOI and any subsequent approval of the LOI is expressly subject to the rights of Sig Saur Real Estate, Inc. which must be waived in order for PDA to enter into a lease to incorporate the 90 Arboretum Premises in the 2018 Lease.

Site Plan and Design Permitting:

In order to induce PDA to enter into the Agreement, Farley White will covenant and agree that it will undertake and continue with due diligence and at its sole expense construction of 67,500 square feet of office building (the "90 Arboretum Facility"), surface parking for 330 cars, with related paving utilities, landscaping, drainage and associated site improvements. With respect to the construction of the 90 Arboretum Facility, Farley White shall exercise reasonable efforts to maintain a schedule of milestones to complete design and construction of the 90 Arboretum Facility; the specific dates for each milestone shall be as mutually agreed by PDA and Farley White during the negotiation of the Agreement.

1. Farley White shall be solely responsible for the development of plans and specifications for the 90 Arboretum Facility to be constructed at the Premises and for making any required submission and obtaining any necessary approval in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist Farley White in such process.
2. The 2018 Lease shall be subject to and conditioned upon Farley White's receipt of a lot line adjustment and site plan approval of the 90 Arboretum Facility, as proposed.

**Construction
Improvements:**

The following is a partial list of issues identified and required to be addressed by Farley White during negotiation of the Agreement in connection with Farley White's proposed development of the 90 Arboretum Premises:

- A. Required infrastructure improvements to include sidewalks and lighting;
- B. A portion of the 90 Arboretum Premises is an Area of Special Notice (see Exhibit C attached hereto). Prior to proceeding with any construction related activity, Farley White must secure requisite authority from NH DES, the US EPA and the Air Force and seek approval for plans to handle contaminated soils and/or groundwater.

**Annual Ground
Rent:**

The annual Ground Area Rent for the entirety of the Leased Premises, will be \$16,845 per acre per year¹ with the first adjustment commencing on the first day following the expiration of the first year in accordance with the provisions of the 2018 Lease. Thereafter Ground Area Rent for the entirety of the Premises will be adjusted every year as provided below:

¹ \$16,845 is PDA's estimate for the base year ending 6/30/18 of the fair market value annual per acre rent for business commercial zone property at the Tradeport. The subject premises, although located in the industrial zone, are no longer distinguishable on a permitted use basis from the business/commercial zone and PDA intends to represent this calculation to the FAA as part of PDA's justification for extending long term leases to the maximum 74 year term. The actual annual rent rate per acre will be calculated based on the current average as of the Term Commencement Date.

- Years 1-25: Annual adjustment at lesser of CPI or 3% with a 12% cap over 5 years.
Year 26: Appraisal to FMV increase only.²
Years 27-50: Annual adjustment at lesser of CPI or 3% with 12% cap over 5 years.
Year 51: Appraisal to FMV increase only.
Years 52-74: Annual adjustment at lesser of CPI or 3% with 12% cap over 5 years.

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

The annual Ground Rent for the 90 Arboretum Premises will be based on the total acreage of the Premises, including setbacks and open space, but excluding any contiguous wetland area of more than 0.5 acres. The actual chargeable acreage of the Premises will be determined on the basis of field survey/wetlands delineation of wetlands conducted by a qualified soil scientist.

**Condition
of the
Premises:**

Except as otherwise provided, Farley White shall take the 90 Arboretum Premises in an "as is" condition without warranty or representation of any kind; provided, however, Farley White shall have no liability or responsibility to PDA for environmental impacts and damage caused by the use of the United States of America - Department of the Air Force ("Air Force" or "Government") and/or PDA of Hazardous Substances on any portion of Pease, including the Premises. Farley White and PDA acknowledge the obligation of the Air Force to indemnify PDA and Farley White to the extent required by the provisions of Public Law No. 101-511 Section 8056. Additional environmental conditions with respect to the Premises shall be substantially as shown in Exhibit B; provided, however, that enhanced environmental protection provisions, including but not limited to compliance with any established TMDL or stormwater retrofits may be applicable to the Premises.³

² At FMV appraisal in years 26 and 51, if the then current per acre rate exceeds FMB by more than 12%, annual rent adjustments will be suspended for a period of 5 years.

³ In connection with the litigation pending in the United States District Court for the District of New Hampshire (CLF v. PDA, et. al., Case No. 1:16-cv-00493-SM), PDA has entered into settlement negotiations which may result in enhanced environmental protection provisions. It is anticipated that the Tradeport will be subject to an MS4 permit and Farley White will be obligated to comply with all permit provisions. [The nature of any environmental condition to be imposed will be subject to negotiation prior to execution of the 2018 Lease.]

Taxes/

Fees/Services:

Municipal Services Fee. In addition to the Ground Area Rent required to be paid under the terms of a Lease, Farley White 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 Pease Development Authority effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport and will be subject to increases each year only to the extent the cost to PDA of providing such services increases. The municipal services fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of Ground Area Rent. To the extent the Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, Farley White 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 Premises, or on Farley White 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 the Lease shall terminate. The Municipal Services Fee can start before the Occupancy Date.

In the event the Premises, or any portion thereof, are removed from the Airport District, Farley White 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.

Any tax, fee or payment in lieu of tax imposed for the provision of fire, police, public works or other municipal services shall be considered an Imposition under Article 5 of the Lease.

Utilities:

Farley White agrees that it will bring utility lines as needed from the points existing in Rights of Way as of the date of execution of the Agreement to the 90 Arboretum Premises. Farley White will be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such point to the 90 Arboretum Premises.

Roger W. Altreuter
Farley White Interests
June 14, 2018
Page 6

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

Use: Business and professional office uses and customary accessory uses thereto, to include, but not limited to, off-street parking and loading, employee day care, training and recreational facilities.

Sublease and Assignment: In accordance with the terms of the 2018 Lease.

Environmental Protection: In accordance with Exhibit B which supersedes and replaces Article 25 of the Lease.

Brokerage: Each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this Letter of Intent or the 2018 Lease.

FAA Grant Assurances: The 2018 Lease, as amended, shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the airport including, but not limited to, Federal Airport Improvement Project Grant Assurances as the same are deemed applicable to Portsmouth International Airport at Pease and the Lease as amended.

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

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

Sincerely,

David R. Mullen
Executive Director

Roger W. Altreuter
Farley White Interests
June 14, 2018
Page 7

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

Farley White Interests

Date

By: Roger W. Altreuter, duly authorized

cc: Lynn Marie Hinchee, Deputy Director and General Counsel
Irving Canner, Director of Finance

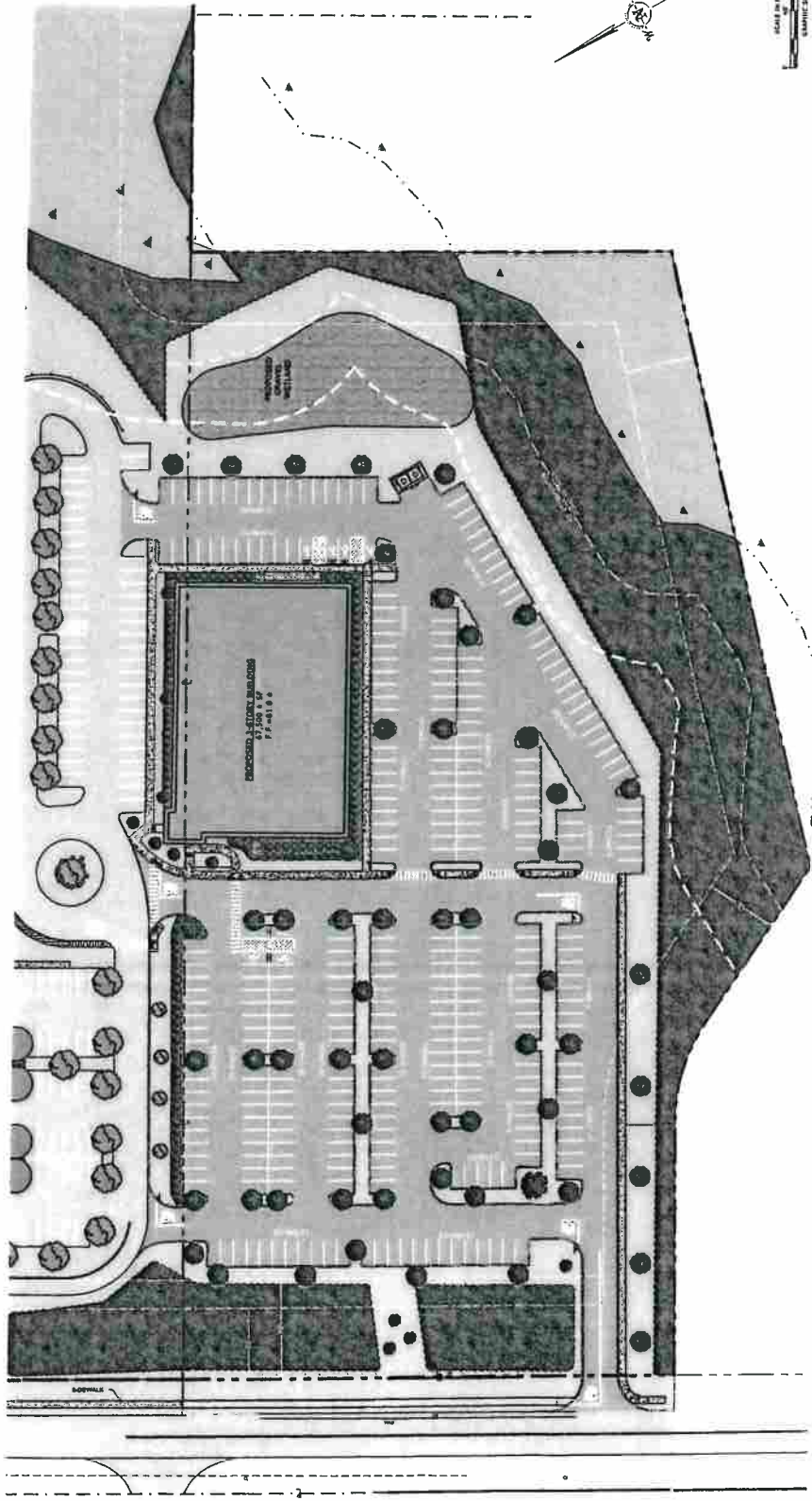
P:\FARLEY WHITE\Lease\Letter of Intent 06142018 LMH001.docx

EXHIBIT A

Plans Depicting the Leased Premises

DRAFT

90 ARBORETUM DRIVE
NEWINGTON, NH
PROPOSED LIMITS OF
DEVELOPMENT



Tighe & Bond
Consulting Engineers
www.tigheandbond.com
177 Corporate Drive
Portsmouth, NH 03801
(603) 437-4418 (Portsmouth 03801)
(781) 207-1000 (Boston 02115) F-02115

90 ARBORETUM DRIVE NEWINGTON, NH MASTER PLAN

SITE DATA:
 ZONE: INDUSTRIAL ZONE
 PERMITTED USES: BUSINESS OFFICES

DIMENSIONAL REQUIREMENTS:

MINIMUM LOT AREA: 237.24 ACRES
 MINIMUM LOT FRONTAGE: 2174.0 FT
 MINIMUM SETBACKS:
 FRONT YARD: 4.292 FT
 SIDE YARD: 4.231 FT
 REAR YARD: 4.231 FT

PARKING AND LOADING REQUIREMENTS:

MINIMUM PARKING REQUIREMENTS
 (3 SPACES FOR EVERY 4 EMPLOYEES
 432 EMPLOYEES MAX)
 ACCESSIBLE SPACES
 (2% OF PARKING)

MINIMUM SETBACKS:
 FRONT YARD: 50 FT
 SIDE AND REAR YARDS: 10 FT
 MINIMUM PARKING STALL AREA:
 160 SQ FT (EX. AISLES)
 MINIMUM DRIVE AISLE WIDTH:
 24 FT

LOADING BERTH REQUIREMENTS:
 MINIMUM NO. OF BERTHS:
 GROSS FLOOR AREA TO 201-350,000 SF
 MINIMUM SIZE OF FIRST REQUIRED BERTH:
 12' x 20'
 12' x 45'
 *APPLICANT IS REQUESTING A POSITIVE RECOMMENDATION TO REDUCE THE REQUIRED NUMBER OF
 LOADING BERTHS.

NOTES:

1. ACCESSWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CURB LINE OF AN INTERSECTING STREET.
2. ANY 2 ACCESSWAYS FROM A SINGLE LOT SHALL BE NO CLOSER THAN 50 FEET TO EACH OTHER AT THE POINT OF ENTRY TO THE LOT.
3. NO PARKING ISLANDS SHALL BE SMALLER THAN 18 PARKING SPACES IN A ROW WITHOUT THE INCLUSION OF A RAISED GRANITE CURBED ISLAND OF THE SAME SIZE AS THE PARKING SPACES IN THAT ROW.

OPEN SPACE CALCULATIONS:

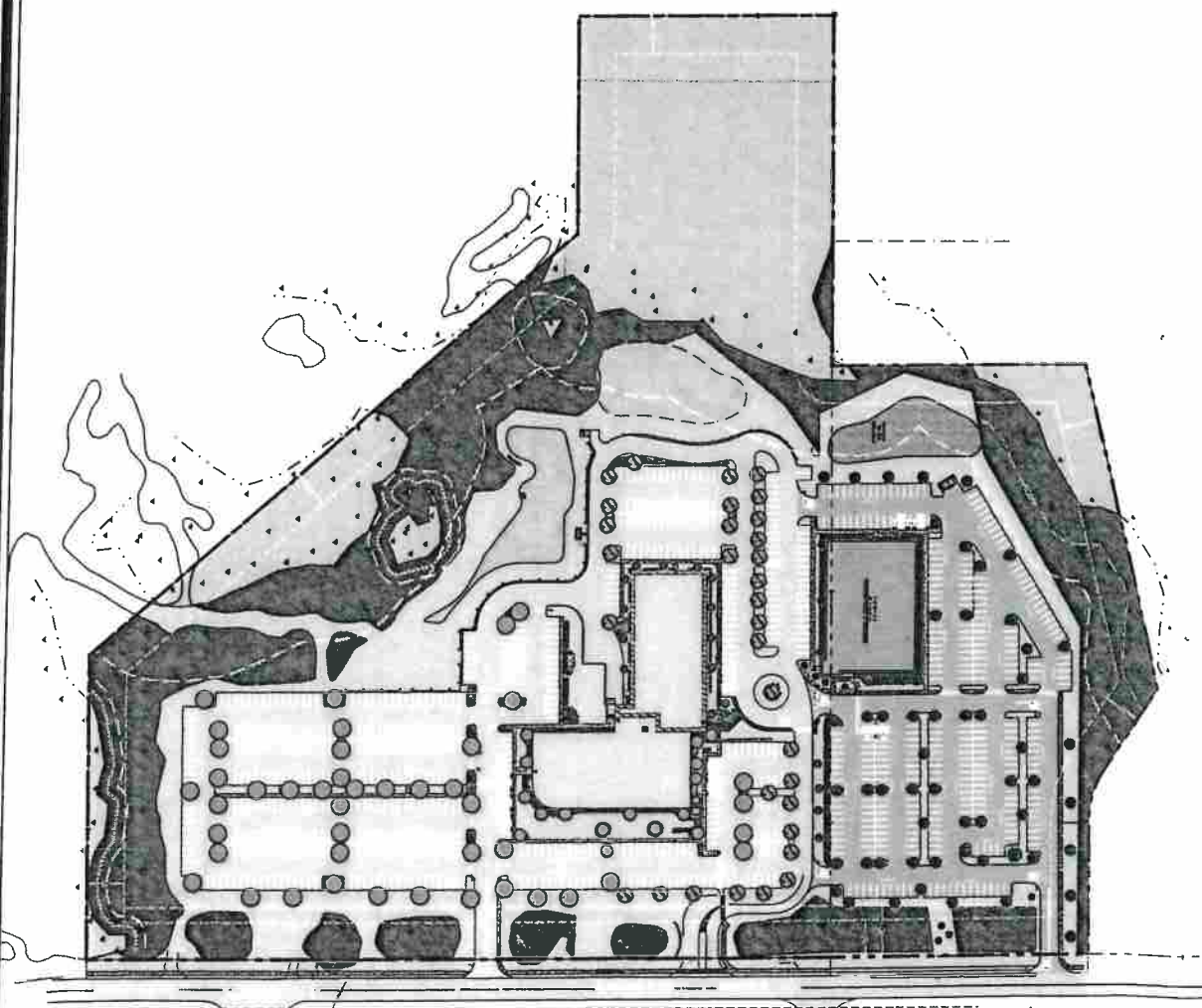
REQUIRED	PROVIDED
OPEN SPACE TOTAL (25% MINIMUM)	13.84 ACRES
WETLAND OPEN SPACE (MAX 15% OF EXISTING WETLANDS)	0.71 ACRES
UPLAND OPEN SPACE (25% WETLANDS)	11.54 ACRES

REQUIRED PER ZONING
 10 ACRES
 240 FT
 4.292 FT
 4.231 FT
 4.231 FT

REQUIRED
 615 SPACES
 13 SPACES
 50 FT
 10 FT
 160 SQ FT (EX. AISLES)
 24 FT

REQUIRED
 938 SPACES
 (17500 SF
 GROSS FLOOR AREA)
 22 SPACES

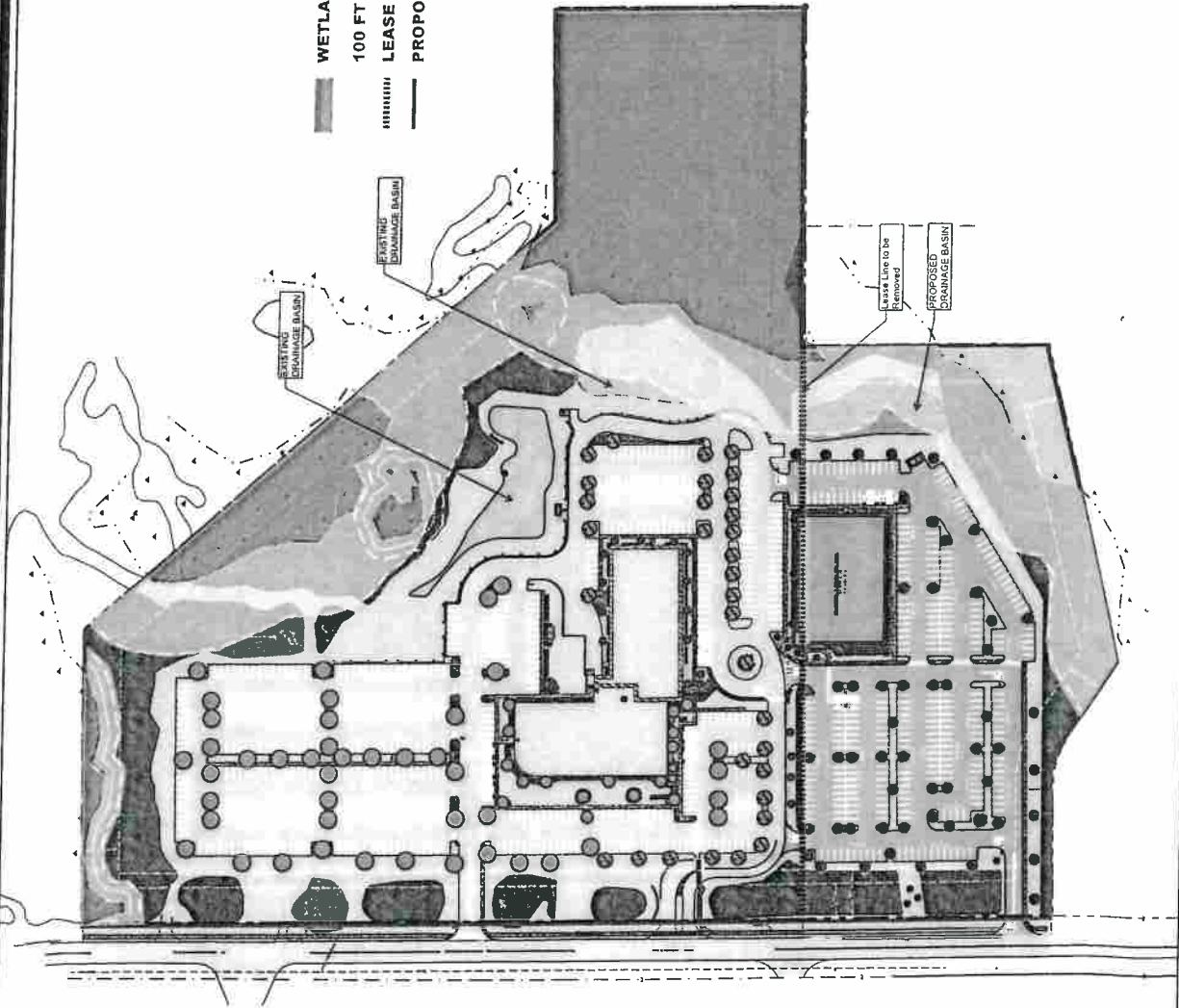
REQUIRED
 2 BERTHS
 12' x 20'
 12' x 45'
 1 BERTH
 12' x 45'



Tighe & Bond
 Consulting Engineers
 www.tighebond.com
 177 Corporate Drive
 New Hampshire 03801
 (603) 433-8818
 7/19/2017 F-0215

90 ARBORETUM DRIVE NEWINGTON, NH MASTER PLAN

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



Tighe & Bond
Consulting Engineers
www.tighebond.com
177 Corporate Drive
Peasmouth, New Hampshire 03801
603-888-8818
7/19/2017
F-0215

REQUIRED PER LOCAL ZONING	PROPOSED
MINIMUM LOT SIZE: 200 FT	4,202 FT
MINIMUM LOT FRONTAGE: 70 FT	4,134.0 FT
MINIMUM FRONT YARD: 50 FT	4,272 FT
MINIMUM REAR YARD: 25 FT	4,231 FT
REQUIRED	REQUIRED
615 SPACES	639 SPACES
13 SPACES	23 SPACES
50 FT	478 FT
10 FT	473 FT
160 SF (EX. ANGLES)	182 SF (9' X 18' STALLS)
24 FT	24 FT

PARKING AND LOADING REQUIREMENTS:
MINIMUM PARKING REQUIREMENTS: 13 SPACES FOR EVERY 4 EMPLOYEES (MAX. 400 EMPLOYEES)
ACCESSIBLE SPACES (2% OF PARKING): 13 SPACES
MINIMUM PARKING SETBACKS: 50 FT
FRONT YARD: 10 FT
MINIMUM PARKING STALL WIDTH: 8.5 FT
MINIMUM PARKING STALL AREA: 160 SF (EX. ANGLES)
MINIMUM DRIVE-ABLE FRONT: 24 FT
LOADING DOCK REQUIREMENTS:
MINIMUM NO. OF BERTHS: 2 BERTHS
OFFICE PROFESSIONAL SPACE: 100 SF
MINIMUM SIZE OF FIRST REQUIRED BERTH: 12' X 4.5'
MINIMUM SIZE OF ADDITIONAL BERTH: 12' X 4.5'
LOADING BERTHS: 1 BERTH

NOTES:
1. ACCESSWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CURB LINE OF AN INTERSECTING STREET.
2. FRONT OF THE PROPERTY LINE SHALL BE NO CLOSER THAN 50 FEET TO EACH OTHER AT THE FRONT OF THE PROPERTY LINE.
3. PARKING LOT SHALL CONTAIN MORE THAN 18 PARKING SPACES IN A ROW WITHOUT THE INCLUSION OF 4 SPACES WHERE UNOCCUPIED BERTHS OF THE SAME SIZE AS THE PARKING SPACES IN THAT ROW.

OPEN SPACE CALCULATION:

REQUIRED	PROPOSED
6.75 ACRES	12.65 ACRES
0.71 ACRES	0.71 ACRES
6.04 ACRES	11.94 ACRES

OPEN SPACE TOTAL (5% MINIMUM): 12.65 ACRES
WETLAND OPEN SPACE (MAX. 15% OF EXISTING WETLANDS): 0.71 ACRES
UPLAND OPEN SPACE (25% WETLANDS): 11.94 ACRES

EXHIBIT A-1

Lease between PDA and Sig Saur Real Estate, Inc.

Available at PDA.

DRAFT

EXHIBIT B

ARTICLE 25 ENVIRONMENTAL PROTECTION

DRAFT

ARTICLE 25.

ENVIRONMENTAL PROTECTION

25.1. Lessee and any sublessee or assignee of Lessee shall comply with all federal, state, and local laws, regulations, and standards that are or may become applicable to Lessee's or sublessee's or assignee's activities at the Leased Premises, including but not limited to, the applicable environmental laws and regulations identified in Exhibit "E", as amended from time to time.

25.2. Lessee and any sublessee or assignee of Lessee shall be solely responsible for obtaining at their cost and expense any environmental permits required for their operations under this Lease or any sublease or assignment, independent of any existing Airport permits.

25.3. Lessee shall indemnify, defend and hold harmless Lessor against and from 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 any Hazardous Substances as defined in Section 25.5, or any other action or omission by the Lessee, or any sublessee or assignee of the Lessee, giving rise to Lessor, civil or criminal, or responsibility under federal, state or local environmental laws.

This indemnification of Lessor by Lessee includes, without limitation, any and all claims, judgment, damages, penalties, fines, costs and expenses, liabilities and losses incurred by Lessor or Air Force in connection with any investigation of site conditions, or any remedial or removal action or other site restoration work required by any federal, state or local governmental unit or other person for or pertaining to any discharges, emissions, spills, releases, storage or disposal of Hazardous Substances arising or resulting from any act or omission of the Lessee or any sublessee or assignee of the Lessee at the Leased Premises after the Occupancy Date. "Occupancy Date" as used herein shall mean the earlier of the first day of Lessee's occupancy or use of the Leased Premises or the date of execution of this Lease. "Occupancy" or "Use" shall mean any activity or presence including preparation and construction in or upon the Leased Premises or any portion thereof.

The provisions of this Section shall survive the expiration or termination of the Lease, and the Lessee's obligations hereunder shall apply whenever the Lessor incurs costs or liabilities for the Lessee's, its sublessees or licensees actions of the types described in this Article 25.

25.4. Notwithstanding any other provision of this Lease, Lessee and its sublessees and assignees do not assume any liability or responsibility for environmental impacts and damage caused by the use by the Air Force of toxic or hazardous wastes, substances or materials on any portion of the Airport, including the Leased Premises. The Lessee and its sublessees and assignees 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 Leased Premises) of any toxic or hazardous wastes, substances or materials prior to the Occupancy Date. Furthermore, the parties recognize and acknowledge the obligation of the Air Force to indemnify the Lessor and Lessee to the extent required by the provisions of Public Law No. 101-511, Section 8056 and/or Public Law No. 102-484, as amended.

In addition, Lessor shall indemnify, defend and hold harmless Lessee 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 Lessor giving rise to Lessee liability or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of the Lease, and the Lessor's obligations hereunder shall apply whenever the Lessee incurs costs or liabilities for the Lessor's actions of the types described in this Article 25.

The provisions of this Section 25.4 do not relieve the Lessee, its sublessees or licensees of any obligation or liability with regard to third parties or regulatory authorities by operation of law.

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

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

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

25.7. Lessee is advised and acknowledges that portions of the Airport, more fully described in Exhibit C of the Deed as "ACM Zones" may contain current and former improvements, above and below ground, that contain asbestos. Notwithstanding any other provision of this Lease, Lessor is not responsible for any removal or containment of asbestos. If Lessee and any sublessee or assignee intend to make any improvements, alterations or repairs, including demolition, that require the removal of asbestos, an appropriate asbestos removal and disposal plan, complying with all applicable Federal, state and local laws, must be incorporated in the plans and specifications and submitted for prior approval. 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 Lessee will be abated by Lessee at its sole cost and expense.

25.8. Lessor and Lessee acknowledge that the Airport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended (42 U.S.C.). Lessee acknowledges that Lessor 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 and be bound by the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of this Lease, the terms of the FFA will take precedence. The Lessee further agrees that the Lessor assumes no liability to the Lessee or any Lessee or assignee of Lessee should implementation of the FFA interfere with their use of the Leased Premises. The Lessee and its sublessee(s) and assignee(s) shall have no claim on account of any such interference against the Lessor, Air Force, EPA, State, NHDES, or any officer, agent, employee or contractor thereof, other than for abatement of rent.

Pursuant to its obligations under Federal law, the Air Force has provided and Lessee acknowledges receipt of the "Notices and Covenants Related to Section 120(h)(3) of CERCLA, as amended. The notice and a description of remedial action by the Air Force are set forth in Paragraph VI of the Deed.

25.9. The Air Force, EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, at no cost, upon reasonable notice to the Lessee and any sublessee or assignee, to enter upon the Leased 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, soil and water sampling, testpitting, testing soil borings and other activities related to the Pease Installation Restoration Program ("IRP") or the FFA (the term IRP as used herein refers to the broad Department of Defense-wide program to identify, investigate and clean ups contaminated areas on military installations as described in the Department of Defense Instruction Number 4715.7;

(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 Leased Premises or to verify any data submitted to the EPA or NHDES by the Air Force relating to such conditions;

(4) to conduct, 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.

25.10. Lessee and its sublessees 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 Lessee and any sublessee or assignee. Lessee and any sublessee or assignee shall have no claim on account of such entries against the United States or the State as defined in FFA or any officer, agent, employee, contractor, or subcontractor thereof.

Lessee and its sublessees and assignees agree to comply with the provisions of the "Environmental Use Restrictive Covenants" set forth in Paragraph VI.B of the Deed. It is the intent of the Air Force and the Lessor that the Environmental Use Restrictions bind Lessee and its sublessees and assignees, and that the Air Force reserves to itself the enforcement of this restrictive covenant against Lessee hereunder.

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

25.12. The Airport air emissions offsets and Air Force accumulation points for hazardous and other wastes will not be made available to Lessee. Lessee 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 Lease.

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

25.14. Lessee, and any sublessee or assignee of Lessee 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 Leased Premises. Such plan shall comply with changes in site conditions or applicable requirements and shall be updated from time to time, as may be required to comply with changes in site conditions or applicable requirements and shall be

approved by agencies having regulatory jurisdiction over such plan. Such plan shall be independent of, but not inconsistent with, any plan or other standard of Lessor applicable to the Airport and except for initial fire response and/or spill containment, shall not rely on use of the Airport or Lessor personnel or equipment. Should the Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise, on request of the Lessee, or because the Lessee was not, in the opinion of Lessor, conducting timely cleanup actions, the Lessee agrees to reimburse the Lessor for its costs.

25.15. Lessee, and any sublessee or assignee of Lessee, must maintain and make available to Lessor, 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 Lessor and the Air Force reserve the right to inspect the Leased Premises and Lessee's, its sublessee's or assignee's records 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 release of hazardous substances. Violations may be reported by Lessor and the Air Force to appropriate regulatory agencies, as required by applicable law. The Lessee, its sublessees or assignees shall be liable for the payment of any fines and penalties or costs which may accrue to the Government or Lessor as a result of the actions of Lessee, its sublessees or assignees, respectively.

25.16. Lessee acknowledges that the Premises may contain wetlands protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Lessee covenants and agrees that in its use of the Premises, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. The Lessee, its successors and assigns, further covenants and agrees that any development of any portion of the Premises containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, the State of New Hampshire Fill and Dredge in Wetlands Act as amended, and the Pease Development Authority Wetlands Management Plan (adopted June 25, 1998) as amended. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

Lessee, its sublessees and assignees agree to comply with the provisions of any Wetlands Management Plan in effect at Pease. Lessee, its sublessees and assignees will minimize the destruction, loss or degradation of wetlands on the Leased Premises. Lessee, its sublessees and assignees will obtain prior written approval from Lessor before conducting any new construction in wetland areas.

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

25.18. Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, the Lessee, its sublessees and assignees shall prepare a plan for storage, mixing and application of pesticides ("Pesticide Management Plan"). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, State and local pesticide requirements. The Lessee, its sublessees and assignees shall store, mix and apply all pesticides within the Leased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

25.19. The Lessee, its sublessees and assignees must notify the Lessor and the Site Manager of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act and its implementing regulations; of Lessee's, its sublessees and assignees intent to possess, use, or store radium; and of Lessee's, its Lessees and assignees intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the Airport. Upon notification, the Lessor and the Site Manager may impose such requirements, including prohibition of possession, use, or storage, as deemed necessary to adequately protect health and human environment. Thereafter, the Lessee must notify the Lessor and the Site Manager of the presence of all licensed or licensable source or other byproduct materials, of the presence of all radium, and of the presence of all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that the Lessee, its sublessees and assignees need not make either of the above notifications to the Lessor and the Site Manager with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Lessee shall not, under any circumstances, use, own, possess or allow the presence of special nuclear material on the Leased Premises.

25.20. The Lessee, its sublessees and assignees acknowledge that lead-based paint may be present in and on facilities within the Leased Premises. Prior to beginning any Alterations, other construction or construction related work, (to include paint stripping or sanding), excavating, demolition, or restoration, the Lessee, any sublessee or assignee must test any paint which would be disturbed unless a conclusive determination has been made that lead-based paint is not present. If paint is lead-based, the Lessee, any sublessee or assignee is required to handle it in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852(d) and all applicable Federal, State and local laws and regulations at its own expense. The Lessee is required to ensure that any lead-based paint is maintained in good condition.

The Lessee hereby acknowledges that it has received in Paragraph VII.D. of the Deed the required disclosure in accordance with Title 10.

25.21. The Lessee acknowledges that chlordane was used at selected housing units formerly located on or around the Leased Premises. The Lessee, its sublessees or assignees will follow all applicable laws and regulations should the Lessee, its sublessee or assignee choose to disturb or excavate any of this material. Any cost associated with this action shall be at the Lessee's, its sublessee's or assignee's expense.

25.22. In addition to the environmental compliance obligations set forth in the Lease Agreement, Lessee and its sublessees and assigns agree to comply with the provisions of any current or subsequently implemented Total Maximum Daily Limit (TMDL) applicable to the Hodgson Brook watershed and the Leased Premises and to obtain certification from the UNH Technology Transfer Center for salt reduction for parking lots and private roads.

END OF ARTICLE 25

EXHIBIT C

AREA OF SPECIAL NOTICE MAP

Available at PDA.

DRAFT

MOTION

Director Levesque:

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 David R. Mullen, Executive Director, dated June 14, 2018, attached hereto.

N:\RESOLVES\2018\Signs-WDH 0618.docx

MEMORANDUM

To: PDA Board of Directors
From: David R. Mullen, Executive Director
Date: June 14, 2018
Subject: Wentworth-Douglass Hospital Signs

At its May meeting, the PDA Board considered a request from Wentworth-Douglass Hospital (Wentworth-Douglass) to install signs at its consolidated 21.3 acre lot on which three buildings will be located at 67, 73, and 121 Corporate Drive. The Board postponed action on the request until Wentworth Douglass could submit a revised proposal based on comments from the Board indicating that the size of the signs should be reduced. The revised sign proposal is attached.

The attached exhibit shows the new proposal.

- One ground sign at the Corporate Drive entrance (Item D);
- One building sign on the building nearest the Spaulding Turnpike (Item A-1);
- Three building signs displaying the building designations A, B, and C (Items A-2, B-2, and C-2); and,
- Three internal ground signs along the main driveway identifying the entrance to each of the three buildings to be designated Building A, Building B, and Building C (Items A-3, B-3, and C-3);

In response to the Board's comments, Wentworth Douglass has reduced the size of the three "A, B, C" ground signs (Items A-3, B-3, and C-3). In the original proposal, these signs had an overall height of 11'-1" and a width of 5'-3". The current proposal reduces the size to an overall height of 7'-10" and width of 4'-1¼". The remainder of the signs are unchanged.

In accordance with PDA Land Use Controls, the only signs that are used to calculate the aggregate regulated 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 per lot. Wentworth-Douglass will need a variance to erect the signs as proposed on the consolidated lot, notwithstanding the fact that if these lots had been developed individually, 600 square feet of signage is permitted.

In considering the variance request, staff questioned whether the lot size should be a consideration. The Wentworth-Douglass lot is actually three lots that are being consolidated into a single lot of 21.3 acres. We believe it is possible for a lot of this size, located as it is with visibility along both front and rear lot lines, to have larger signs that are not aesthetically objectionable.

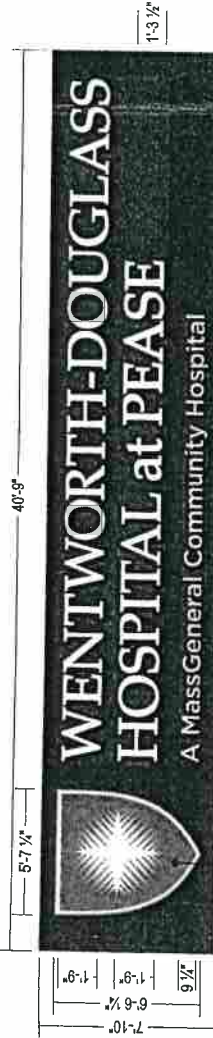
The "A, B, C" ground and building signs do not have a company logo and are not considered when calculating sign area. However, the Board in its landlord capacity can regulate any tenant proposal. Staff recognizes that the "A, B, C" are larger than a typical directional sign and might not recommend approval to the Board of Directors if they could be seen from the street. Because these are internal lot signs, it is appropriate to defer to the tenant/site operator's representation that these signs are needed to facilitate appropriate management of the site.

Representatives from Wentworth-Douglass will be at the Board meeting to seek PDA's exercise of discretion in supporting their request for a variance. 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.

N:\ENGINEER\Board Memos\2018\WD revisedsign variance.docx

ITEM A1 - S/F LED LIT WALL SIGN

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



DIGITAL PRINT
PMS 633 BLUE

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD

**BARLO HAS MODIFIED THE ELEVATIONS
TO ACCOMMODATE THE SIGN.
CLIENT WILL MODIFY THE SIGN BAND
TO MEET REQUIREMENTS FOR LARGER SIGN**

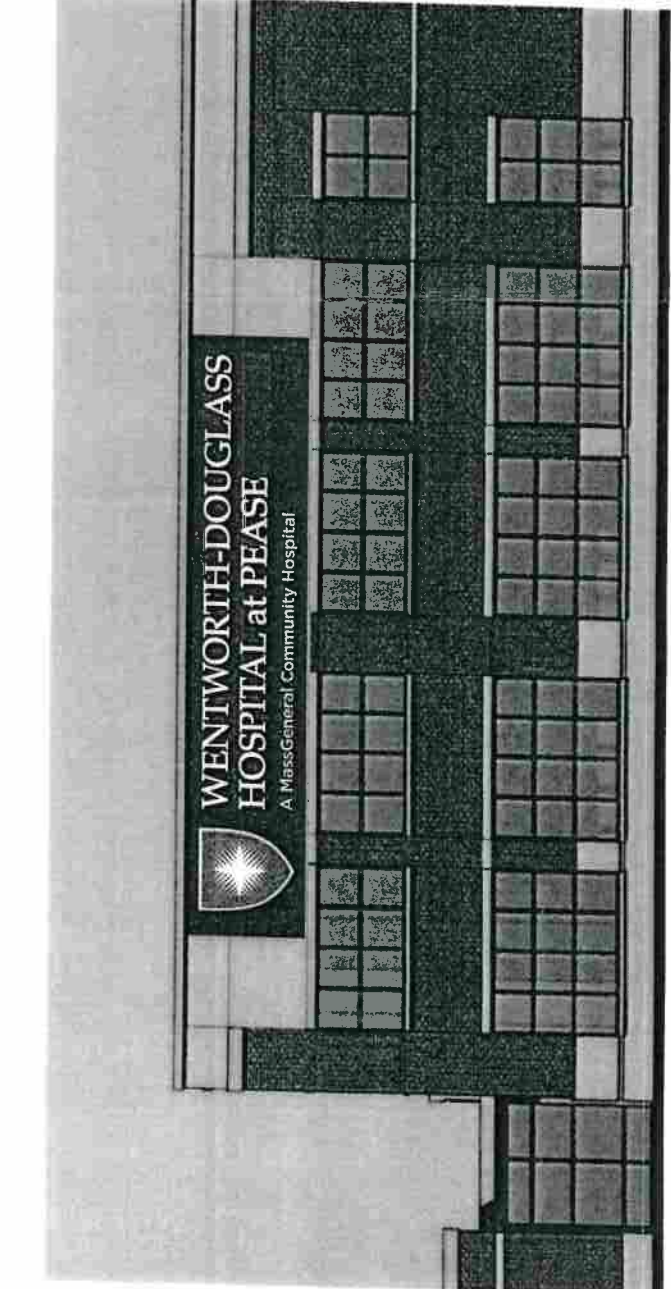
Colors - Fabrication	Colors - Copy
Face: WHITE	Face: WHITE
Returns: SATIN ALUMINUM	Outline: N/A
Trim/M/Bar: 1" BRUSHED SILVER	Vinyl: *** DIGITAL PRINT ***
Backs: WHITE BEA	PMS 633 BLUE
Raceway: N/A	
Lighting: White LED	
Disp/pan: PTM MP32195 STARD GRAY METALLIC	
SCOPE OF WORK	
Face-lit LED Channel Letters	Cap21" LC 9 1/2" Stroke 1 1/4" / 4"
Overall Length: 40'-9"	Overall Height: 7'-10"
	Total Sq. Feet: 319.20

MANUFACTURE & INSTALL (1) S/F WALL SIGN WITH FACE-LIT CHANNEL LETTERS.
THE LOGO WILL HAVE DIGITALLY PRINTED TRANSLUCENT VINYL APPLIED TO THE FACE.
THE LOGO & LETTERS WILL BE MOUNTED TO AN ALUMINUM DISHPAN THAT WILL BE
CENTERED IN THE AVAILABLE SIGN AREA.

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
Design Specifications Received By: [Signature]
Client: [Signature]
Leadword: [Signature]
Drawn By: JN
Sales Rep: MOOR
P.M. CW
DATE: 11/09/17

PROJECT APPROVAL
© COPYRIGHT 2017 THE BARLO GROUP
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY 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, WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.
Design: [Signature] Date: [Signature]
Engineering: [Signature] Date: [Signature]
Estimating: [Signature] Date: [Signature]
Sales: [Signature] Date: [Signature]
Production: [Signature] Date: [Signature]
Installation: [Signature] Date: [Signature]

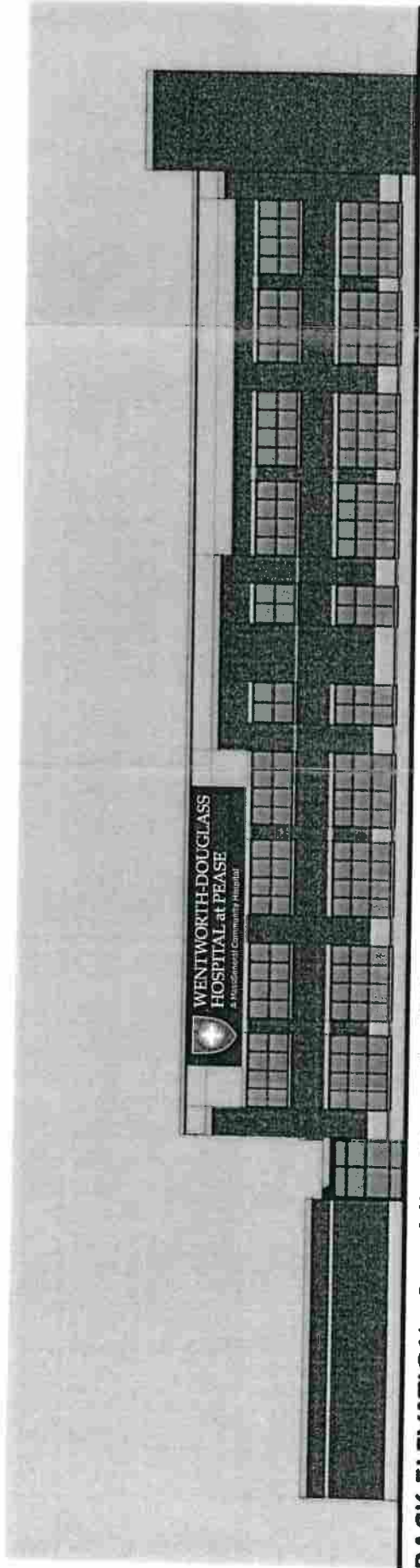
File Name: Wentworth-Douglas at Pease 171103176 6-5
B-17-11-03176
SHEET: 1.0



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

ITEM A1 - S/F LED LIT WALL SIGN
FULL ELEVATION RENDERING

JOB#:

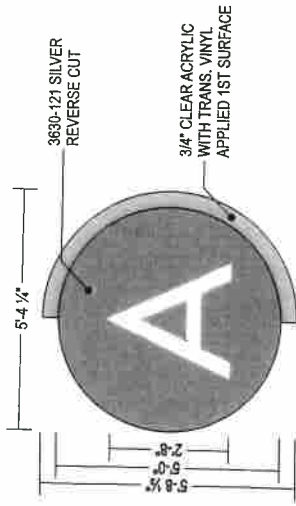


BACK ELEVATION - Spaulding Turnpike (NE)

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Design Specifications Accepted By: _____	
Client:	Drawn By: JIN
	Estimate No: MOOR
	PKL: CW
Landlord:	Date: 11/08/17
PROJECT APPROVAL	
Designer:	Date:
Engineer:	Date:
Estimator:	Date:
Sales:	Date:
Production:	Date:
Installation:	Date:
© COPYRIGHT 2017 THE BARLO GROUP ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE BARLO GROUP. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED AND NOT SUBJECT TO THE PROVISIONS OF THE FOIA. THIS DOCUMENT 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. FOR FURTHER INFORMATION, CONTACT THE BARLO GROUP AT 171103176.	
File Name: Wentworth-Douglass at Pease 171103176 6-5	
B-17-11-03176	
SHEET: 1.0	

ITEM A2 - S/F LED LIT WALL SIGN

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



THE SIGN WILL HAVE A PHOTO CELL EXACT LOCATION IS TBD



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

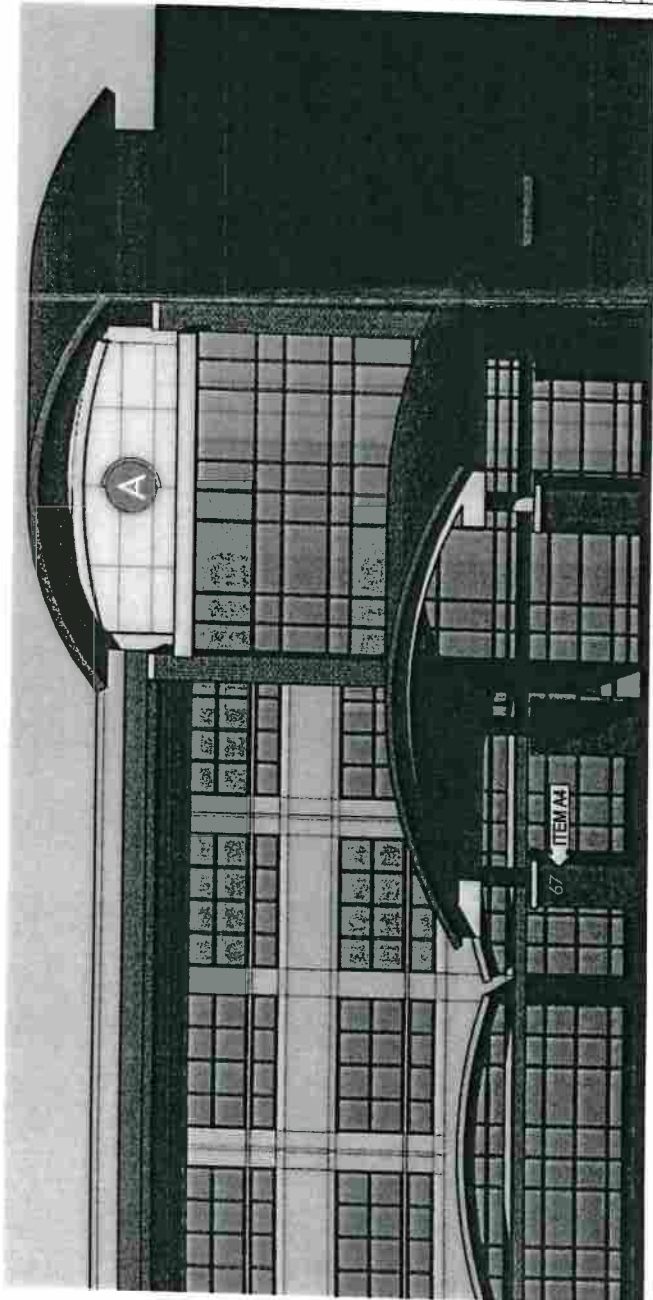
SCOPE OF WORK

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) S/F FACE-LIT CHANNEL LOGO.

THE LOGO WILL HAVE STANDARD 3M 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#:

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801

Client:
 Design By: JIN
 Sales Rep: MOOR
 Date: 11/09/17



© COPYRIGHT 2017 THE BARLO GROUP
 THE BARLO GROUP IS THE PROPRIETOR OF THE BARLO GROUP ALL
 RIGHTS ARE RESERVED FOR THIS DESIGN. NO PART OF THIS DESIGN OR CONCEPT IS 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.

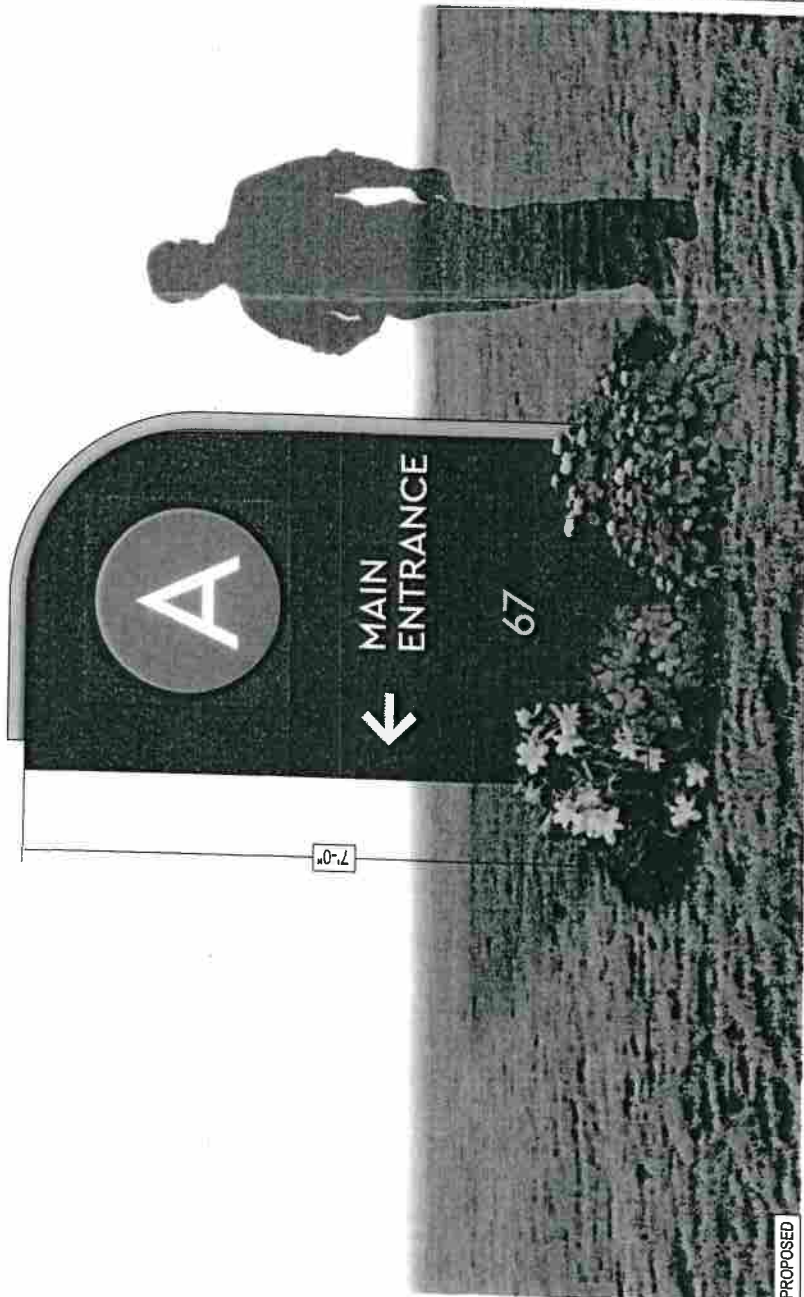
PROJECT APPROVAL
 Design: Date:
 Engineering: Date:
 Estimating: Date:
 Sales: Date:
 Production: Date:
 Installation: Date:

File Name: Wentworth-Douglass at Pease 171103176 6-5
B-17-11-03176

SHEET: 12











ITEM A3 - D/F LED LIT DIRECTORY SIGN
 SCALE: 3/4"=1'-0"

THE SIGN WILL HAVE A PHOTO CELL
 EXACT LOCATION IS TBD



PROPOSED

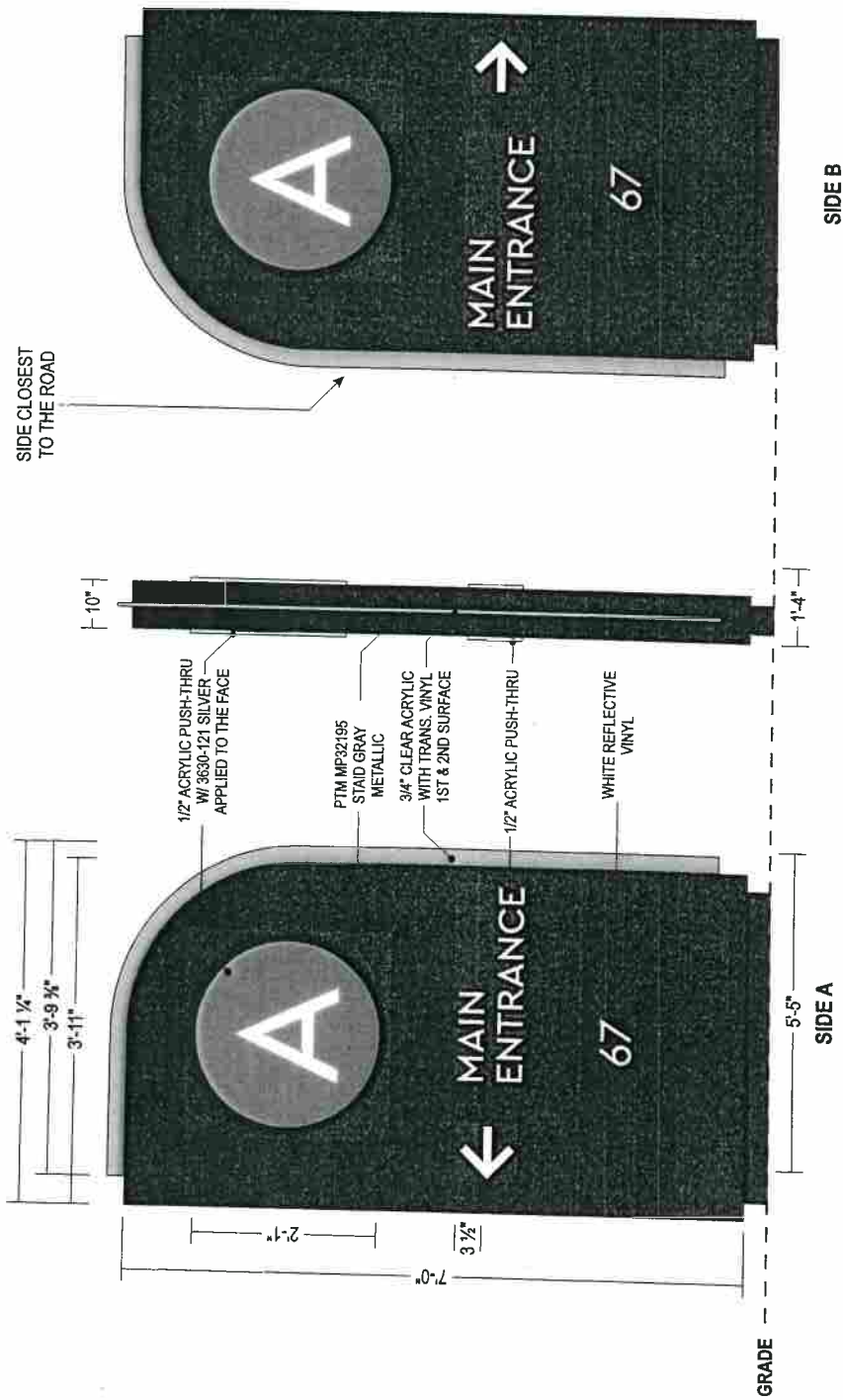
JOB #:

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
Divider Bars: N/A	WI 3630-121 SILVER
Face: PTM MP32195 STAID GRAY METALLIC	Listing Copy: ACRYLIC PUSH-THRU
Back: N/A - Double Sided	Address: 680-10 WHITE REFLECTIVE
Lighting: WHITE LED	
SCOPE OF WORK	
<p>MANUFACTURE & INSTALL (1) D/F LED LIT FREESTANDING DIRECTORY SIGN.</p> <p>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 CIRCLE & DIRECTIONAL COPY WILL BE ACRYLIC PUSH-THRU WITH STANDARD 3M TRANSLUCENT VINYL APPLIED TO THE FACE.</p> <p>THE ADDRESS NUMBERS WILL BE STANDARD 3M WHITE REFLECTIVE VINYL.</p> <p>LANDSCAPING IS FPO AND TO BE DONE BY OTHERS</p>	
<p>Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801</p> <p>Design Specifications Accepted By:  Date: 11/09/17</p> <p>Client:  Date: 11/09/17</p> <p>Lead:  Date: 11/09/17</p> <p>Project Approval:  Date: 11/09/17</p> <p>Design:  Date: 11/09/17</p> <p>Engineering:  Date: 11/09/17</p> <p>Estimating:  Date: 11/09/17</p> <p>Sales:  Date: 11/09/17</p> <p>Production:  Date: 11/09/17</p> <p>Installation:  Date: 11/09/17</p> <p>© COPYRIGHT 2017 THE BARLO GROUP ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE BARLO GROUP. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THE BARLO GROUP IS AN EQUAL OPPORTUNITY EMPLOYER. WE ARE AN AFFIRMATIVE ACTION EMPLOYER.</p> <p>Barlo Signs 120 University St., Lakes, NH 03051 Phone: 603.222.8874 Fax: 603.222.8874</p> <p>Wentworth-Douglas Hospital at Pease 67, 73 & 121 Corporate Drive Portsmouth, NH 03801</p> <p>File Name: Wentworth-Douglas at Pease 171103176 6-5</p>	
B-17-11-03176	
SHEET: 1.3	

JOB#:

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

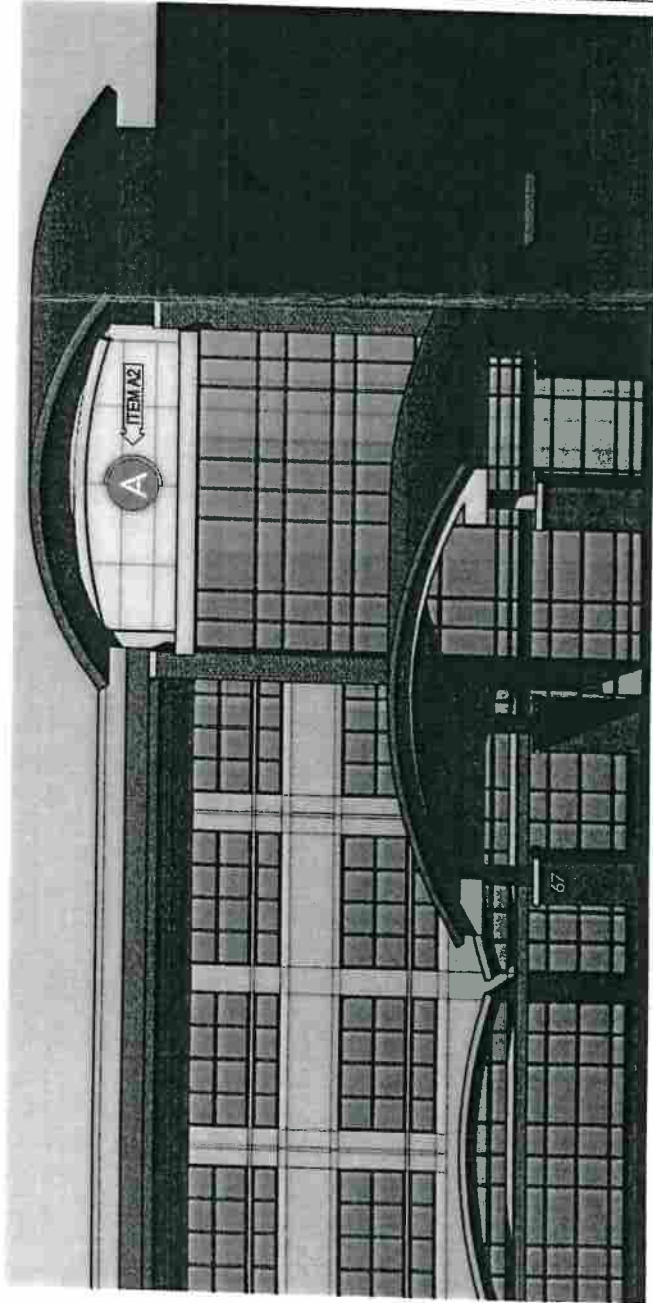
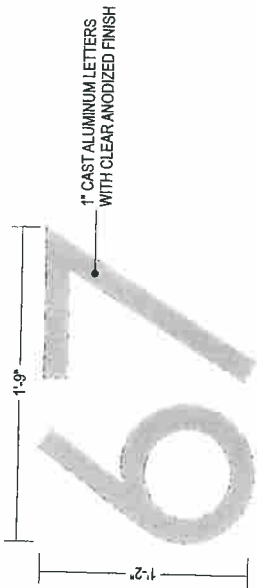
SCALE: 3/4"=1'-0"



Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE		Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
Design: Specifications Accepted By:		Drawn By: JN	Scale: 1/8" = 1'-0"
Client:		Moored By: MOOR	Date: 11/08/17
Landlord:		Prep: CW	
PROJECT APPROVAL			
Design:	Date:	Engineering:	Date:
Estimating:	Date:	Sales:	Date:
Production:	Date:	Installation:	Date:
© COPYRIGHT 2017 THE BARLO GROUP			File Name: Wentworth-Douglass at Pease 171103176 6-5
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY 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, WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.			SHEET: 1.3.1
Barlo Signs 1000 North Main Street Portsmouth, NH 03801 Tel: 603.883.5252 Fax: 603.883.5250 www.barlo.com			Wentworth-Douglass at Pease 171103176 6-5

JOB#:

ITEM A4 - SET OF CAST ALUMINUM LETTERS
SCALE: 1 1/2"=1'-0"



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

SCOPE OF WORK

MANUFACTURE & INSTALL (1) SET OF CAST ALUMINUM LETTERS WITH CLEAR ANODIZED FINISH.

THE LETTERS WILL BE MOUNTED TO THE BRICK COLUMN WITH STUDS & SILICONE AS REQUIRED.

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
 Design Specifications Accepted By: [Signature]
 Client: [Signature]
 Landlord: [Signature]

BARLO SIGNS
 102 Conway St., Dover, NH 03824
 Phone: 603-227-5676
 Fax: 603-227-5676

© COPYRIGHT 2017 THE BARLO GROUP
 THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL INFORMATION AND DATA CONTAINED HEREIN ARE RESERVED BY THE BARLO GROUP.
 THIS PROJECT IS SUBJECT TO THE BARLO GROUP'S TERMS AND CONDITIONS OF SERVICE AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.

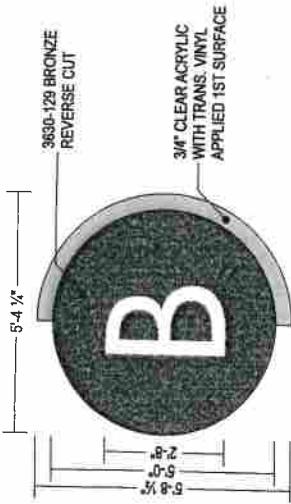
PROJECT APPROVAL
 Design: [Signature] Date: [Blank]
 Engineering: [Signature] Date: [Blank]
 Estimating: [Signature] Date: [Blank]
 Sales: [Signature] Date: [Blank]
 Production: [Signature] Date: [Blank]
 Installation: [Signature] Date: [Blank]

File Name: Wentworth-Douglass at Pease 171103176 6-5
B-17-11-03176

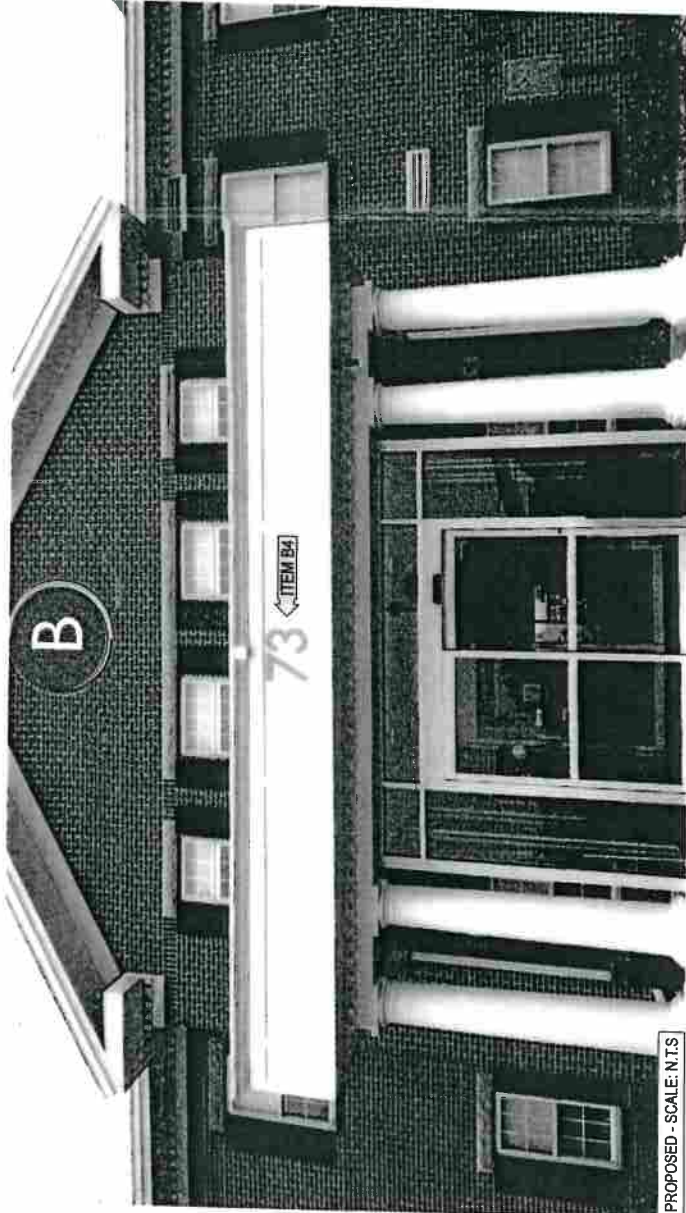
SHEET: 1.4

ITEM B2 - S/F LED LIT WALL SIGN

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

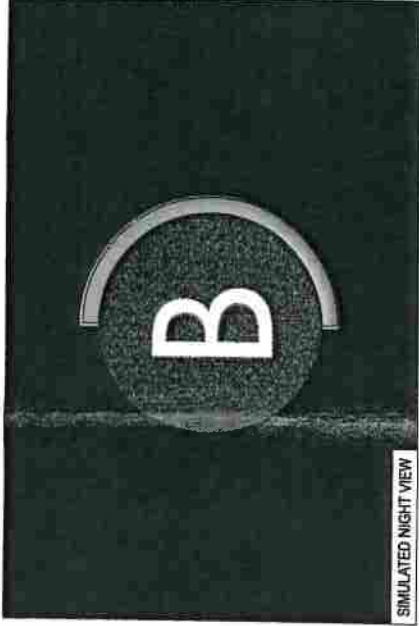


THE SIGN WILL HAVE A PHOTO CELL EXACT LOCATION IS TBD



PROPOSED - SCALE: N.T.S.

JOB#:



Colors - Fabrication		Colors - Copy	
Face: WHITE	Return: SATIN ALUMINUM	Face: WHITE	Outline: N/A
Trim/Mylar: 1" BRUSHED SILVER	Backs: WHITE BEA	Vinyl: 3630-129 BRONZE	
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) S/F FACE-LIT CHANNEL LOGO.			
THE LOGO WILL HAVE STANDARD 3M 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	
Design Specifications Accepted By:		Drawn By: JN	
Client:		Sales Rep: MOOR	
Leadback:		File: CW	
PROJECT APPROVAL		Date: 11/09/17	
Design:	Date:	© COPYRIGHT 2017 THE BARLO GROUP	
Engineering:	Date:	ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BARLO SIGNS.	
Estimating:	Date:	Barlo Signs is a registered trademark of Barlo Signs, Inc. All other trademarks are the property of their respective owners.	
Sales:	Date:	Barlo Signs is a registered trademark of Barlo Signs, Inc. All other trademarks are the property of their respective owners.	
Production:	Date:	Barlo Signs is a registered trademark of Barlo Signs, Inc. All other trademarks are the property of their respective owners.	
Installation:	Date:	Barlo Signs is a registered trademark of Barlo Signs, Inc. All other trademarks are the property of their respective owners.	
File Name: Wentworth-Douglas at Pease 171103176 6-5		Barlo Signs 100 W. WASHINGTON ST. PORTSMOUTH, NH 03801 Tel: 603.883.3333 Fax: 603.883.3399 For Service: 862.23.5674	
B-17-11-03176		SHEET: 2.2	

ITEM B3 - D/IF LED LIT DIRECTORY SIGN
SCALE: 3/4"=1'-0"

THE SIGN WILL HAVE A PHOTO CELL
EXACT LOCATION IS TBD

JOB#:



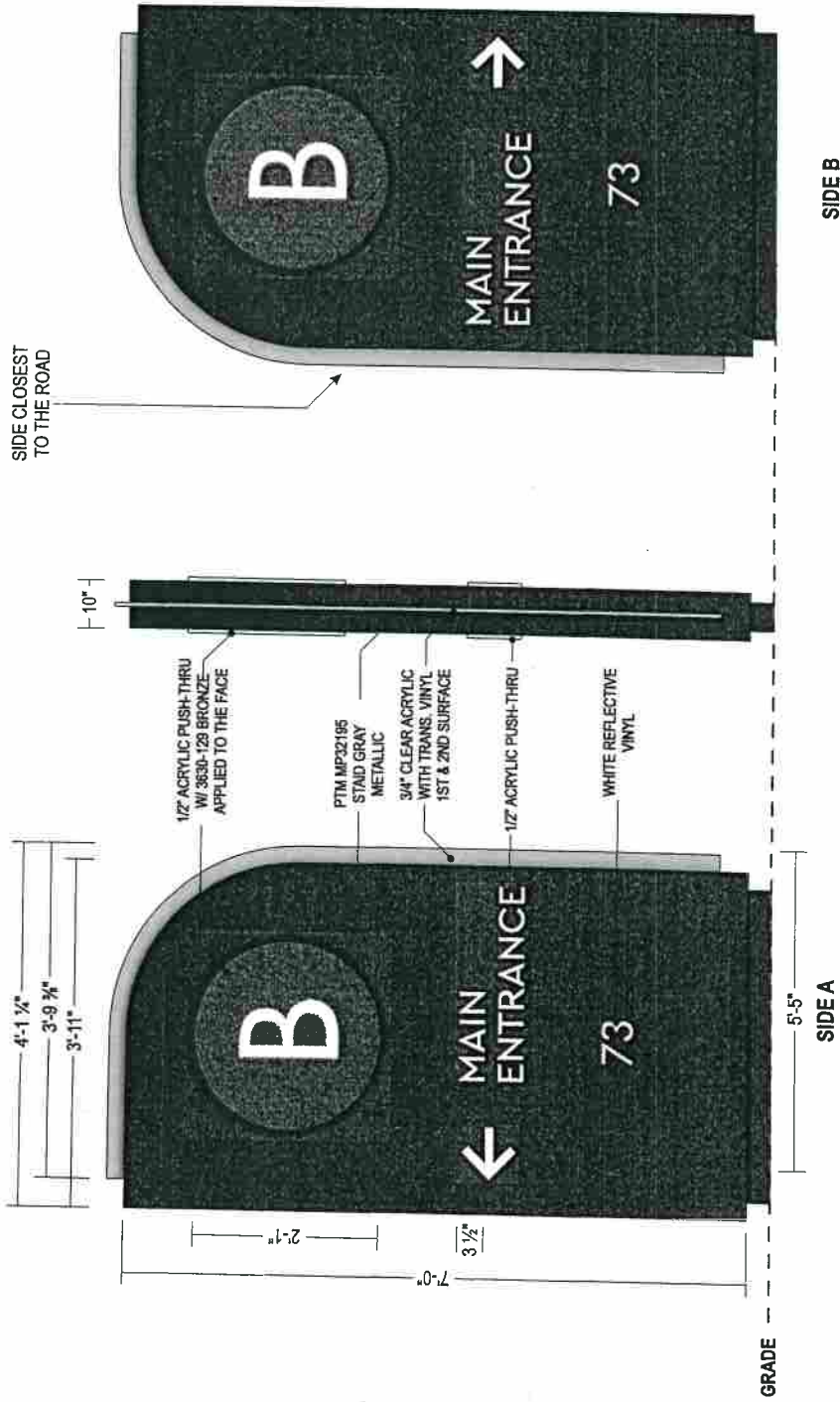
PROPOSED

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	W/ 3630-129 BRONZE
Back: N/A - Double Sided	Listing Copy: ACRYLIC PUSH-THRU
Lighting: WHITE LED	Address: 680-10 WHITE REFLECTIVE
SCOPE OF WORK	
<p>MANUFACTURE & INSTALL (1) D/IF LED LIT FREESTANDING DIRECTORY SIGN.</p> <p>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 CIRCLE & DIRECTIONAL COPY WILL BE ACRYLIC PUSH-THRU WITH STANDARD 3M TRANSLUCENT VINYL APPLIED TO THE FACE.</p> <p>THE ADDRESS NUMBERS WILL BE STANDARD 3M WHITE REFLECTIVE VINYL.</p> <p>LANDSCAPING IS FPO AND TO BE DONE BY OTHERS</p>	
<p>Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801</p> <p>Design Specifications Accepted By: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>Client: <input type="checkbox"/> State: <input type="checkbox"/> MOOR <input type="checkbox"/> P.M. CW <input type="checkbox"/></p> <p>Landlord: <input type="checkbox"/> Date: 11/08/17</p> <p>PROJECT APPROVAL</p> <p>Design: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>Engineering: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>Estimating: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>Sales: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>Production: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>Installation: <input type="checkbox"/> Date: <input type="checkbox"/></p> <p>© COPYRIGHT 2017 THE BARLO GROUP THIS DOCUMENT IS THE PROPERTY OF THE BARLO GROUP. ALL RIGHTS ARE RESERVED. NO PART OF THIS DOCUMENT MAY 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, WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.</p> <p>BARLO SIGNS 100 Gateway Dr., Johnston, NH 03851 (603) 743-2222 Fax: (603) 743-2222</p> <p>Wentworth-Douglass Hospital Wentworth-Douglass Hospital Wentworth-Douglass Hospital Wentworth-Douglass Hospital</p> <p>File Name: Wentworth-Douglass at Pease 171103176 6-5 B-17-11-03176</p>	
SHEET: 2.3	

JOB#:

ITEM B3 - D/F LED LIT DIRECTORY SIGN - MFG. DETAILS

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

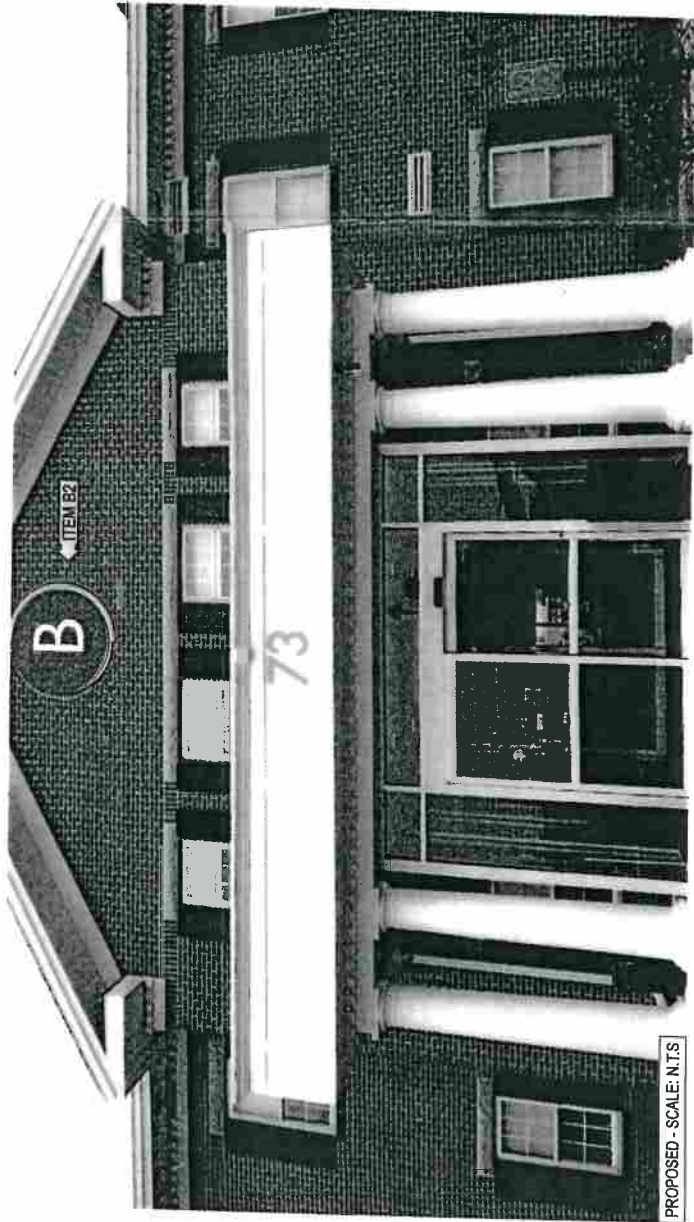
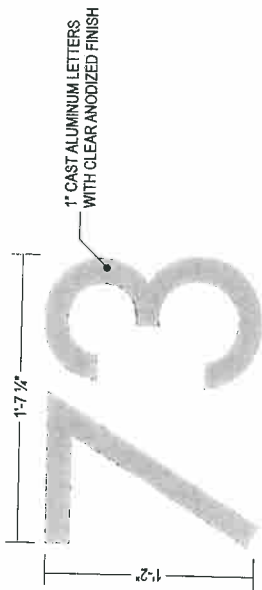


Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE		BARLO SIGNS	
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801		1000 Corporate Drive Portsmouth, NH 03801 (603) 862-2533 Fax (603) 862-2900 For Service: 800-271-5876	
Design Specifications Accepted By:	Drawn By: JH	© COPYRIGHT 2017 THE BARLO GROUP	
Client:	State: NH	THIS DESIGN IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTIONS AND REPRODUCTIONS ARE SUBJECT TO THE BARLO GROUP'S TERMS AND CONDITIONS OF SALE. ANY REUSE OF THIS DESIGN WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP IS STRICTLY PROHIBITED.	
Landlord:	State: NH	MOOR	
Project Approval:	City: NH	Date: 11/09/17	
Design:	City: NH	Date:	
Engineering:	City: NH	Date:	
Estimating:	City: NH	Date:	
Sales:	City: NH	Date:	
Production:	City: NH	Date:	
Installation:	City: NH	Date:	
File Name: Wentworth-Douglass at Pease 171103176 6-5		SHEET: 2.3.1	
B-17-11-03176			

JOB#:

ITEM B4 - SET OF CAST ALUMINIUM LETTERS

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



PROPOSED - SCALE: N.T.S



EXISTING

SCOPE OF WORK

REMOVE & DISPOSE (1) EXISTING SET OF FC05. BARLO TO PATCH HOLES WITH PAINTABLE SILICONE. PAINTING IS TO BE DONE BY OTHERS.

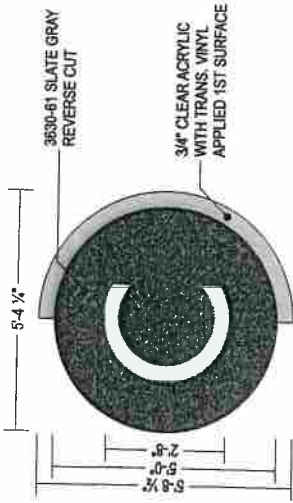
MANUFACTURE & INSTALL (1) SET OF CAST ALUMINIUM LETTERS WITH CLEAR ANODIZED FINISH.

THE LETTERS WILL BE MOUNTED TO THE CANOPY FACADE WITH STUDS & SILICONE AS REQUIRED.

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE		BARLO SIGNS 195 Broadway St., Nahant, MA 03461 Phone: 603.883.2624
Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801		
Design Specifications Accepted By:	Drawn By: JN	
Client:	Sales Rep: MOOR	
Landlord:	Proj. CW	<p>© COPYRIGHT 2017 THE BARLO GROUP</p> <p>ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY 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, WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.</p>
PROJECT APPROVAL		File Name: Wentworth-Douglass at Pease 171103176 6-5
Design:	Date:	B-17-11-03176
Engineering:	Date:	
Estimating:	Date:	
Sales:	Date:	
Production:	Date:	SHEET: 24
Installation:	Date:	

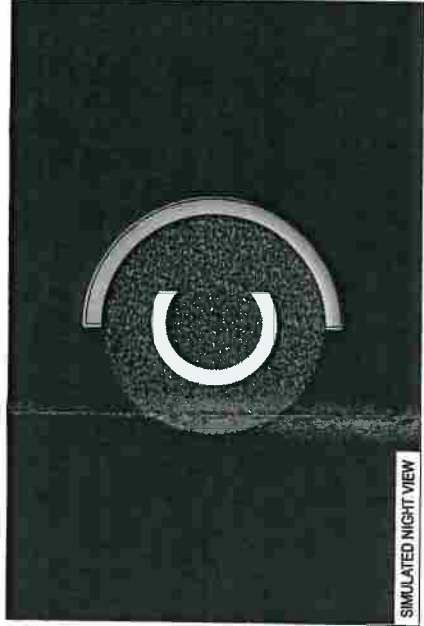
ITEM C2 - SIF LED LIT WALL SIGN

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



THE SIGN WILL HAVE A PHOTO CELL. EXACT LOCATION IS TBD.

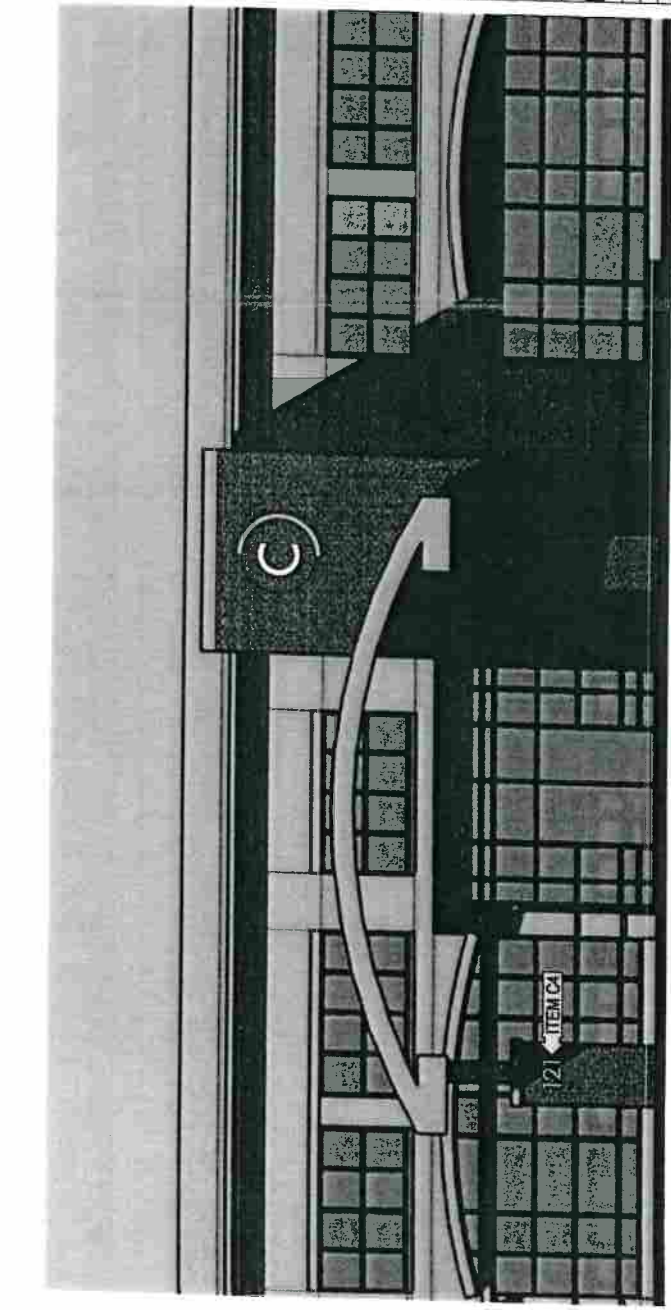
JOB#:



Colors - Fabrication	Colors - Copy
Face: WHITE	Face: WHITE
Returns: SATIN ALUMINUM	Outline: N/A
Trim/Mylar: 1" BRUSHED SILVER	Vinyl: 3630-61 SLATE GRAY
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) SIF FACE-LIT CHANNEL LOGO.

THE LOGO WILL HAVE STANDARD 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: 1/8"=1'-0"

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801

Design Specifications Accepted By: _____
 Drawn By: JIN MOOR
 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
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY 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, WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.

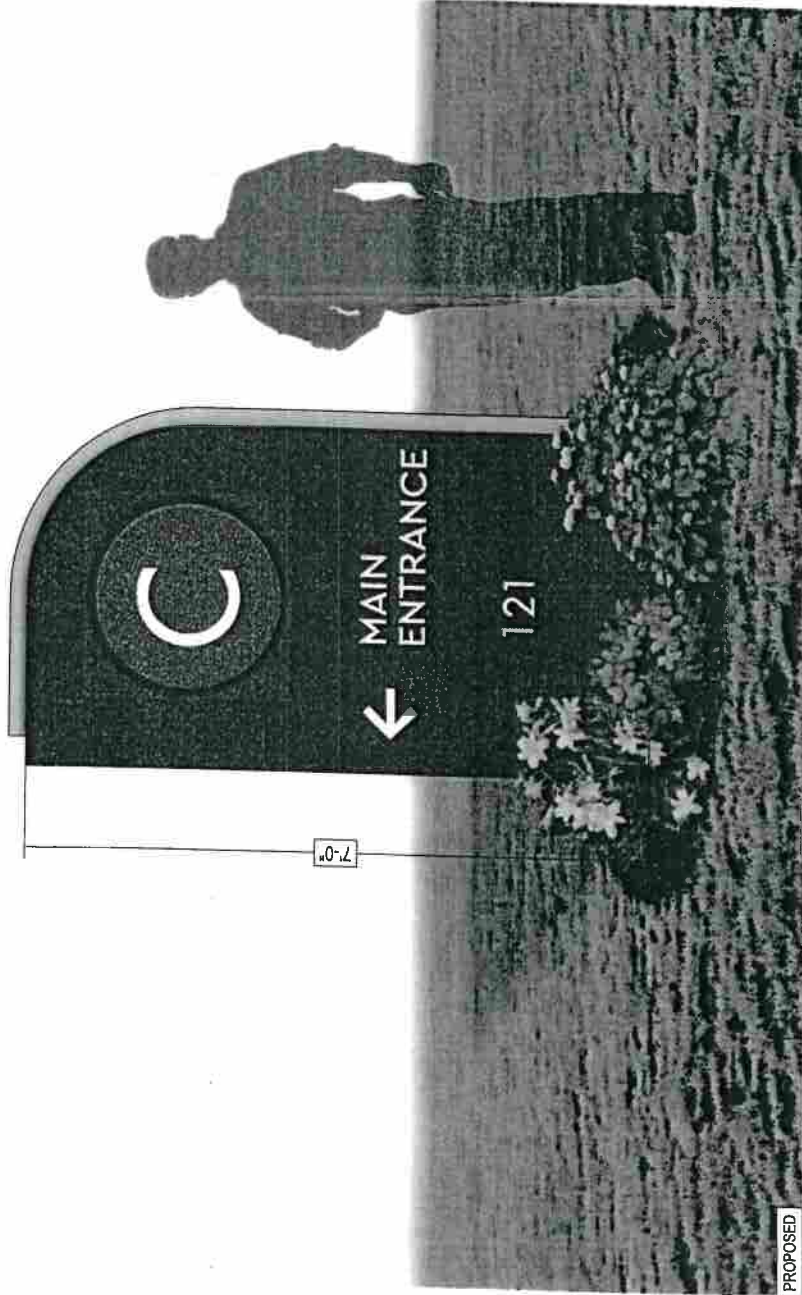
File Name: Wentworth-Douglass at Pease 171103176 6-5
B-17-11-03176

SHEET: 3.2

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#:



PROPOSED

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	W/ 3630-61 SLATE GRAY
Back: N/A - Double Sided	Listing Copy: ACRYLIC PUSH-THRU
Lighting: WHITE LED	Address: 680-10 WHITE REFLECTIVE
SCOPE OF WORK	
MANUFACTURE & INSTALL (I) 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 CIRCLE & DIRECTIONAL COPY WILL BE ACRYLIC PUSH-THRU WITH STANDARD 3M TRANSLUCENT VINYL APPLIED TO THE FACE.	
THE ADDRESS NUMBERS WILL BE STANDARD 3M WHITE REFLECTIVE VINYL.	
LANDSCAPING IS FPO AND TO BE DONE 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
Client:	Scale: Rep: MOOR
Landlord:	PN: CW
	Date: 11/09/17
PROJECT APPROVAL	
Design:	Date:
Engineering:	Date:
Estimating:	Date:
Sales:	Date:
Production:	Date:
Installation:	Date:

BARLO SIGNS
 200 W. Main St., Portsmouth, NH 03801
 For Service: 603.271.5671

WENTWORTH-DOUGLASS HOSPITAL AT PEASE

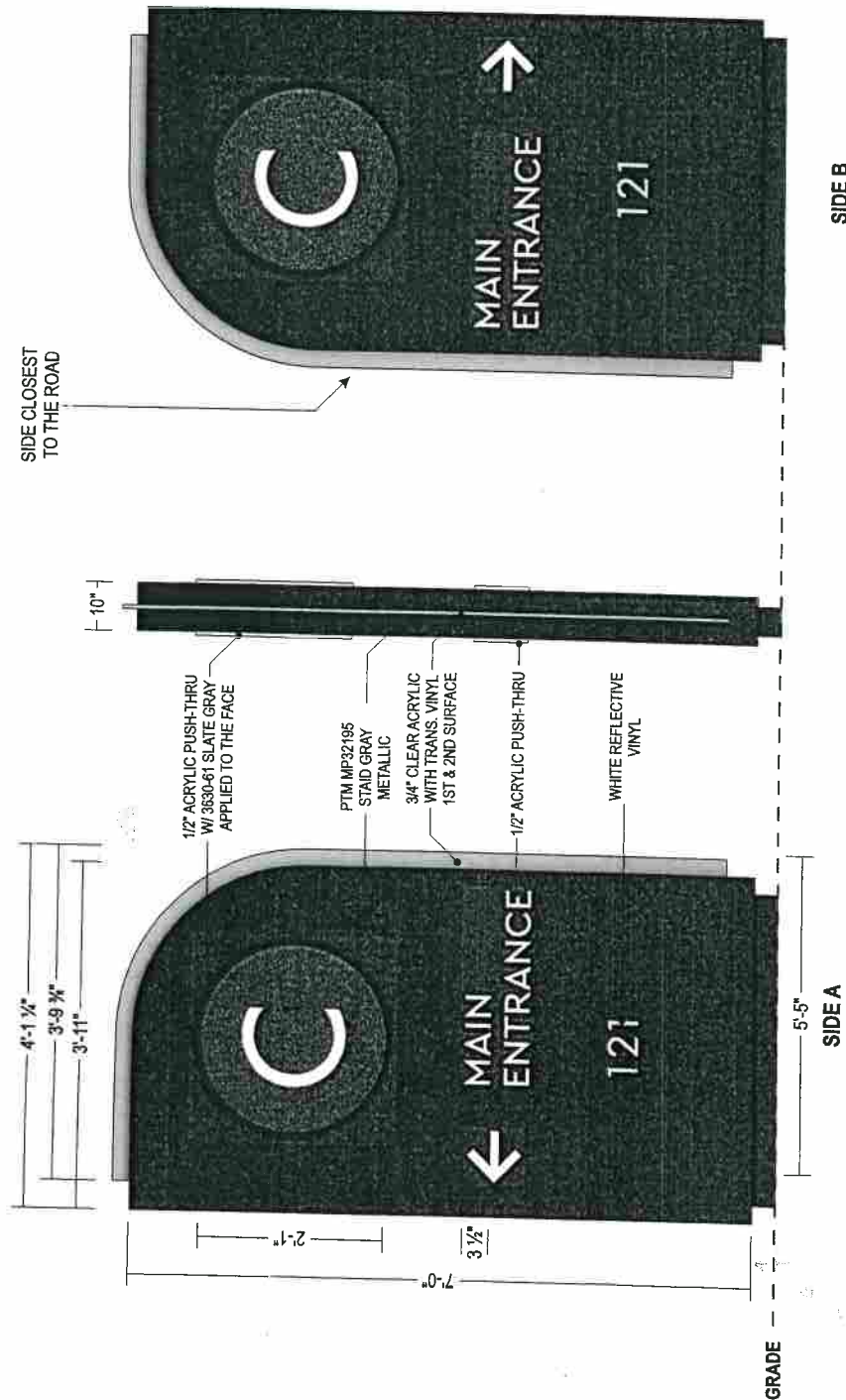
File Name: Wentworth-Douglass at Pease 171103176 6-5
B-17-11-03176

SHEET 3.3

JOB#:

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

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



SIDE B

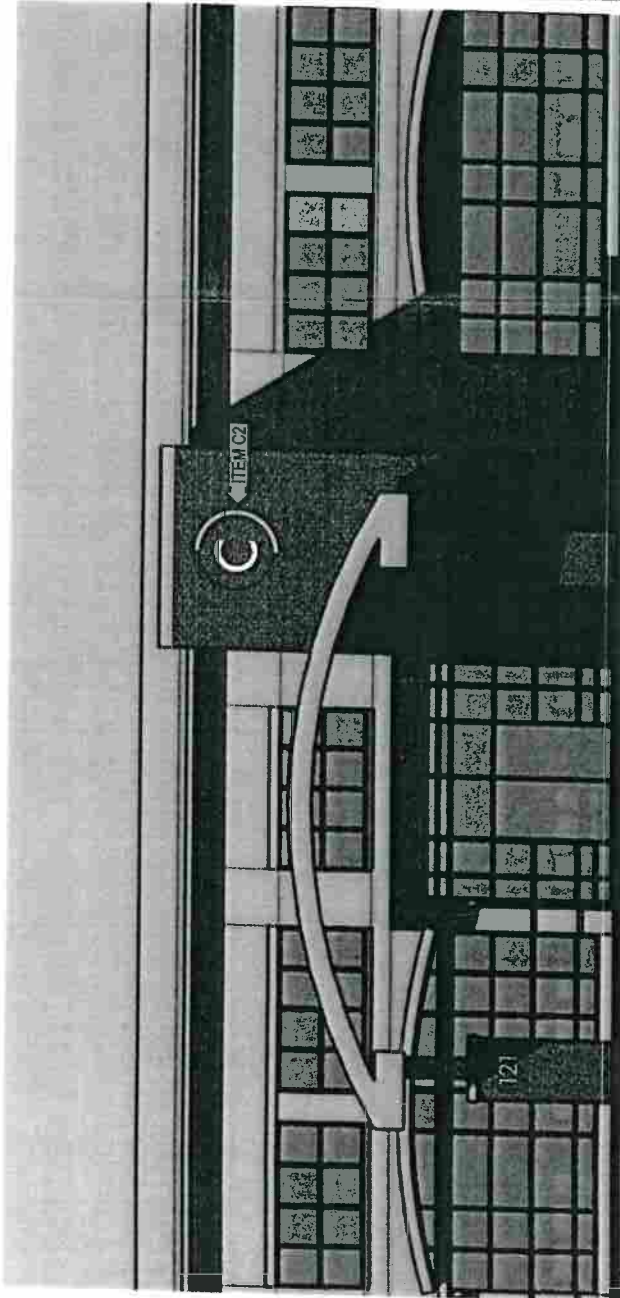
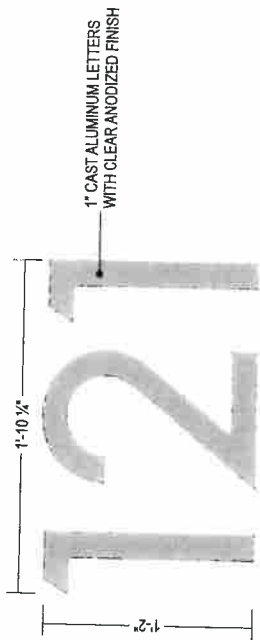
SIDE A

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	
Location: 67, 73 & 121 CORPORATE DRIVE, FORTSMOUTH, NH 08801	
Design Specifications Accepted By:	Drawn By: JN
	States: MOOR
Client:	PK, CW
Landlord:	Date: 11/09/17
PROJECT APPROVAL	
Design:	Date:
Engineering:	Date:
Estimating:	Date:
Sales:	Date:
Production:	Date:
Installation:	Date:
© COPYRIGHT 2017 THE BARLO GROUP	
THIS DOCUMENT IS THE PROPERTY OF THE BARLO GROUP. ALL REPRODUCTION AND DISTRIBUTION WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP IS STRICTLY PROHIBITED. THE BARLO GROUP ASSUMES NO LIABILITY FOR ANY DAMAGE TO YOUR PROPERTY OR PERSONS OR OTHERS ARISING FROM THE USE OF THIS DOCUMENT FOR ANY PURPOSES OR REASONS.	
File Name: Wentworth-Douglass at Pease 171103176 P-5	
B-17-11-03176	
SHEET: 3.3.1	

JOB#:

ITEM C4 - SET OF CAST ALUMINUM LETTERS

SCALE: 1/12"=1'-0"



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

SCOPE OF WORK

MANUFACTURE & INSTALL (1) SET OF CAST ALUMINUM LETTERS WITH CLEAR ANODIZED FINISH.

THE LETTERS WILL BE MOUNTED TO THE BRICK COLUMN WITH STUDS & SILICONE AS REQUIRED.

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801

Design Specifications Accepted By: [Signature]
 Drawn By: JN
 Sales Rep: MOOR
 Client: PHL CW
 Landlord: Date: 11/08/17

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

© COPYRIGHT 2017 THE BARLO GROUP
 THE ABOVE CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL RIGHTS ARE RESERVED AND WILL REMAIN THE PROPERTY OF THE BARLO GROUP.
 THIS PLAN IS ISSUED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE OR INSTALLATION.
 Barlo Signs
 100 George S. Nelson, NH 03061
 Phone: 603.882.5574



File Name: Wentworth-Douglass at Pease 171103176 P-5
B-17-11-03176
 SHEET: 3.4

ITEM D - D/F ILLUMINATED FREESTANDING SIGN
 SCALE: 1/8"=1'-0"

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: 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'-9 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 ADDRESS NUMBERS ARE TO BE WHITE REFLECTIVE VINYL APPLIED

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

LANDSCAPING IS FPO AND TO BE DONE BY OTHERS

Barlo Signs
 150 Broadway St., Pease, NH 03861
 (603) 862-2200
 Fax: (603) 862-2200

PROJECT APPROVAL

Design: _____ Date: _____

Engineering: _____ Date: _____

Estimating: _____ Date: _____

Sales: _____ Date: _____

Production: _____ Date: _____

Installation: _____ Date: _____

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801

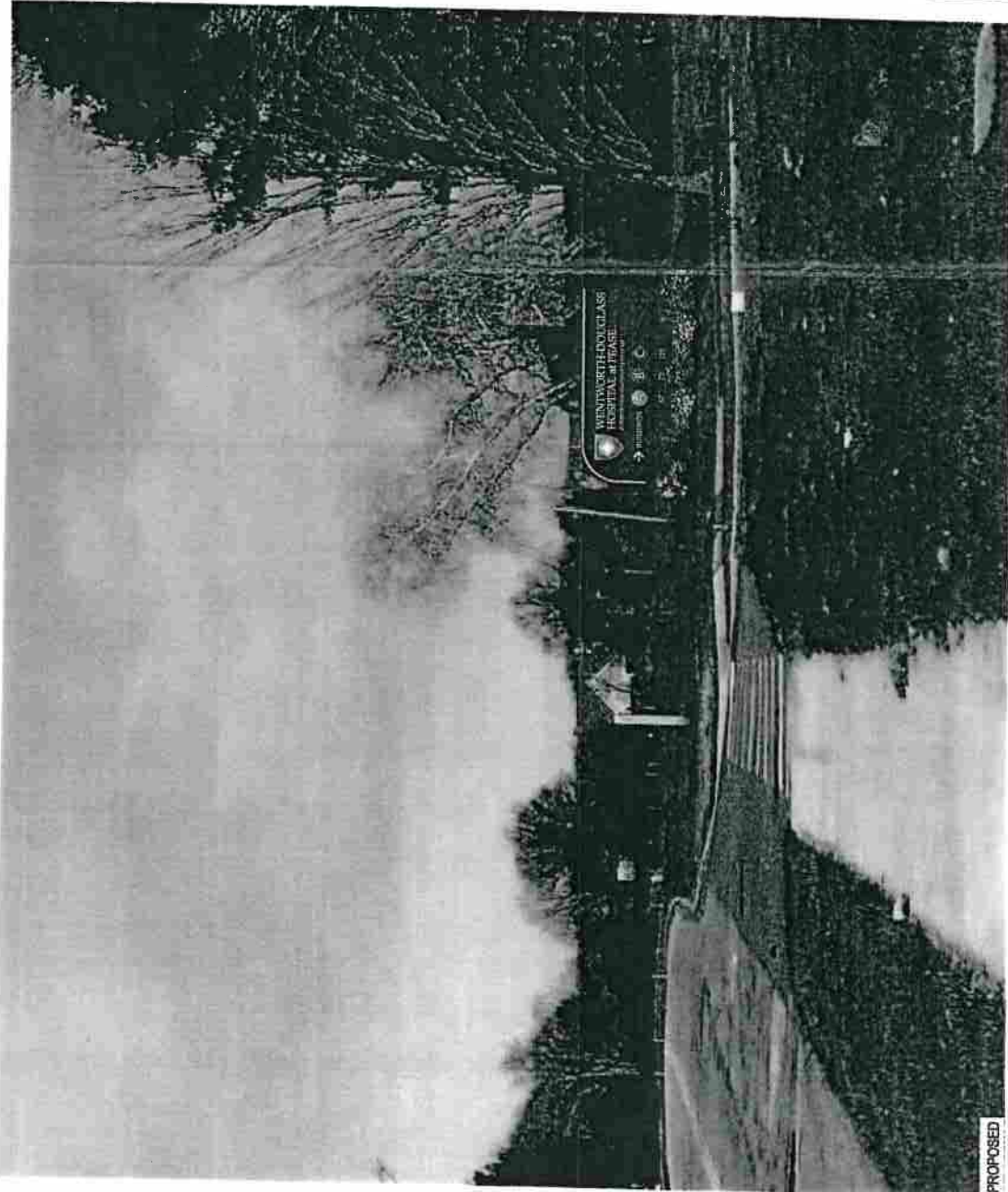
Design Specifications Accepted By: _____
 Drawn By: JN
 Sales Rep: MOOR
 P.L. CW
 Date: 11/09/17

Client: _____
 Landlord: _____

© COPYRIGHT 2017 THE BARLO GROUP
 THE ABOVE CONTENT IS THE PROPERTY OF THE BARLO GROUP. ALL RIGHTS RESERVED. THIS DOCUMENT 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, WITHOUT THE WRITTEN PERMISSION OF THE BARLO GROUP.

File Name: Wentworth-Douglass at Pease 171103176 6-5
B-17-11-03176

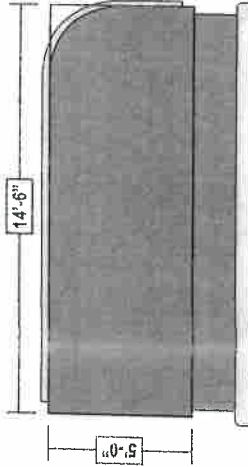
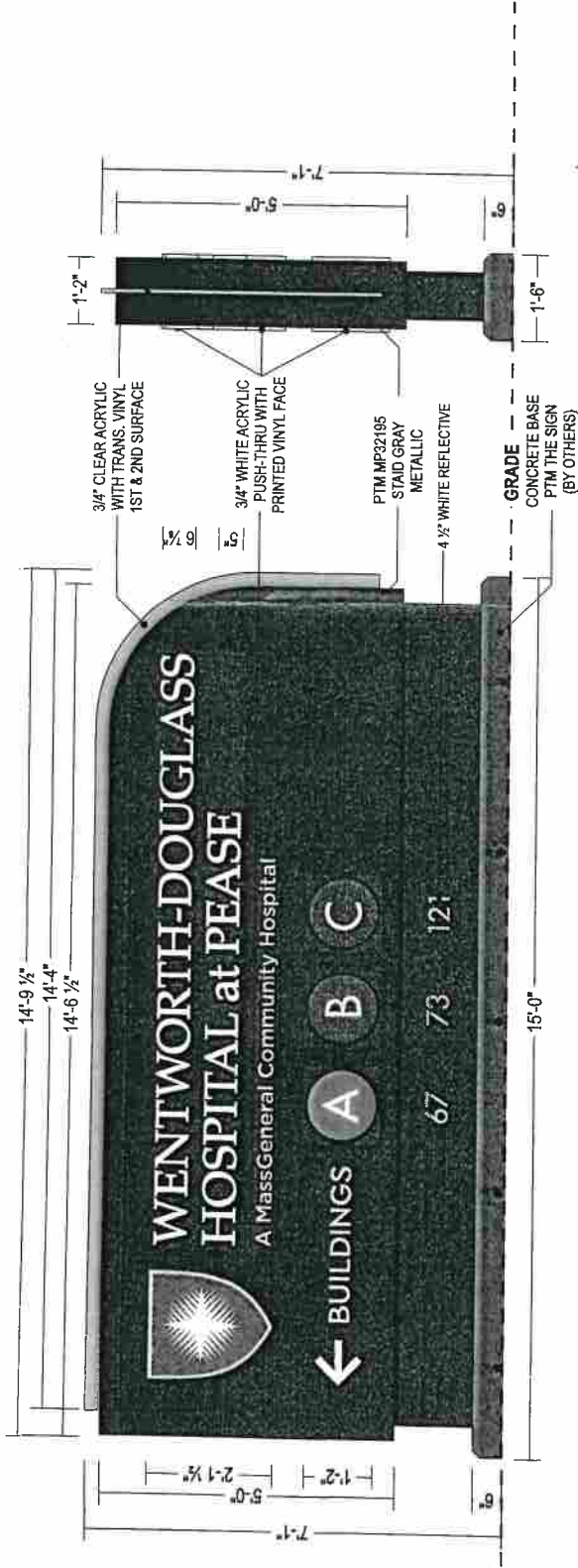
SHEET: 4.0



JOB#:

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

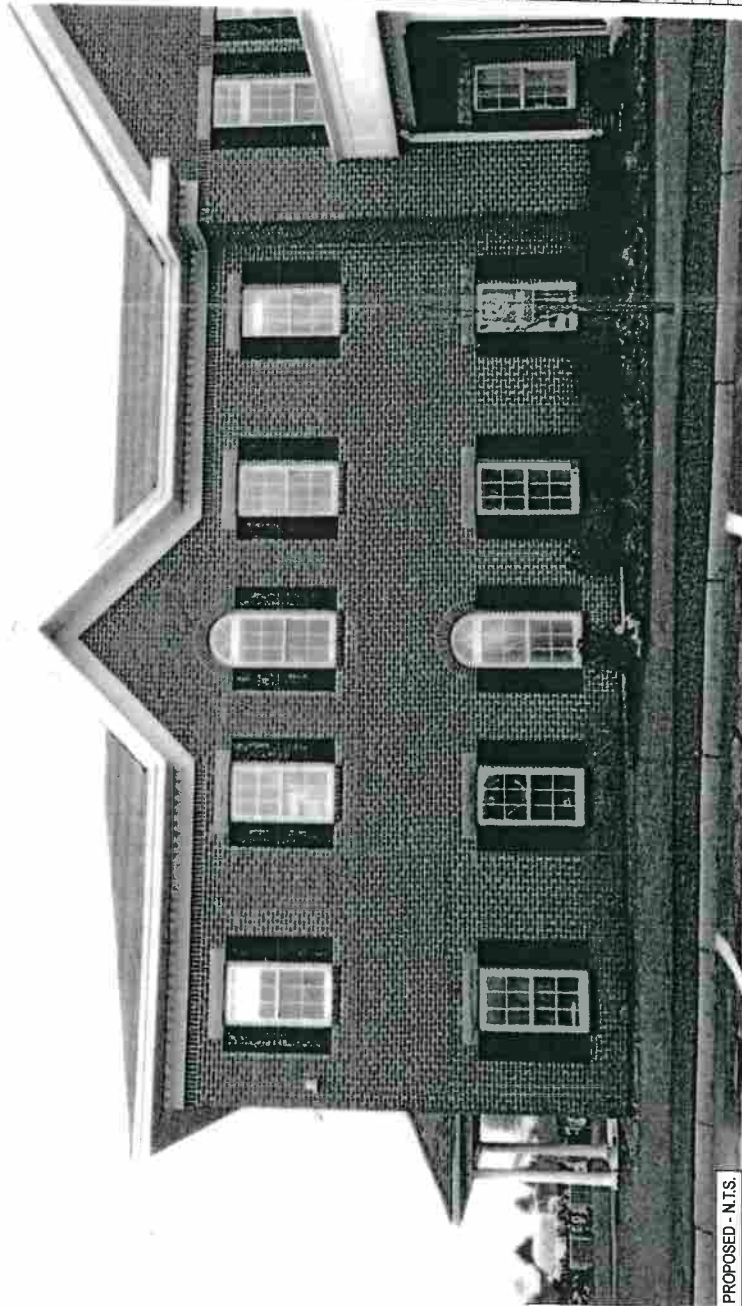
SCALE: 1/2"=1'-0"



Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE	Location: 67 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
Design Specifications Accepted By: [Signature]	Client: MOOR
Leadford: [Signature]	Date: 11/09/17
PROJECT APPROVAL	
Design: [Signature]	Date: [Date]
Engineering: [Signature]	Date: [Date]
Estimating: [Signature]	Date: [Date]
Sales: [Signature]	Date: [Date]
Production: [Signature]	Date: [Date]
Installation: [Signature]	Date: [Date]
<p>© COPYRIGHT 2017 THE BARLO GROUP THIS PROJECT IS THE PROPERTY OF THE BARLO GROUP. ALL INFORMATION AND MATERIALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE BARLO GROUP'S STANDARD TERMS AND CONDITIONS. THE BARLO GROUP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.</p> <p>Barlo Signs 1001 MacDougal Ave. #203 Portland, ME 04103 For Service 800.272.8874</p>	
File Name: Wentworth-Douglass at Pease 171103176 6-5	SHEET: 4.1

ITEM F - SIGN REMOVAL
SCALE: 3/8"=1'-0"

JOB#:



SCOPE OF WORK

REMOVE & DISPOSE (1) EXISTING ALUMINUM WALL SIGN WITH CHANNEL LETTERS.

Job Name: WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 Location: 67, 73 & 121 CORPORATE DRIVE, PORTSMOUTH, NH 03801
 Design Specifications Accepted By: [Signature]
 Client: [Signature]
 Landlord: [Signature]
 Date: 11/09/17

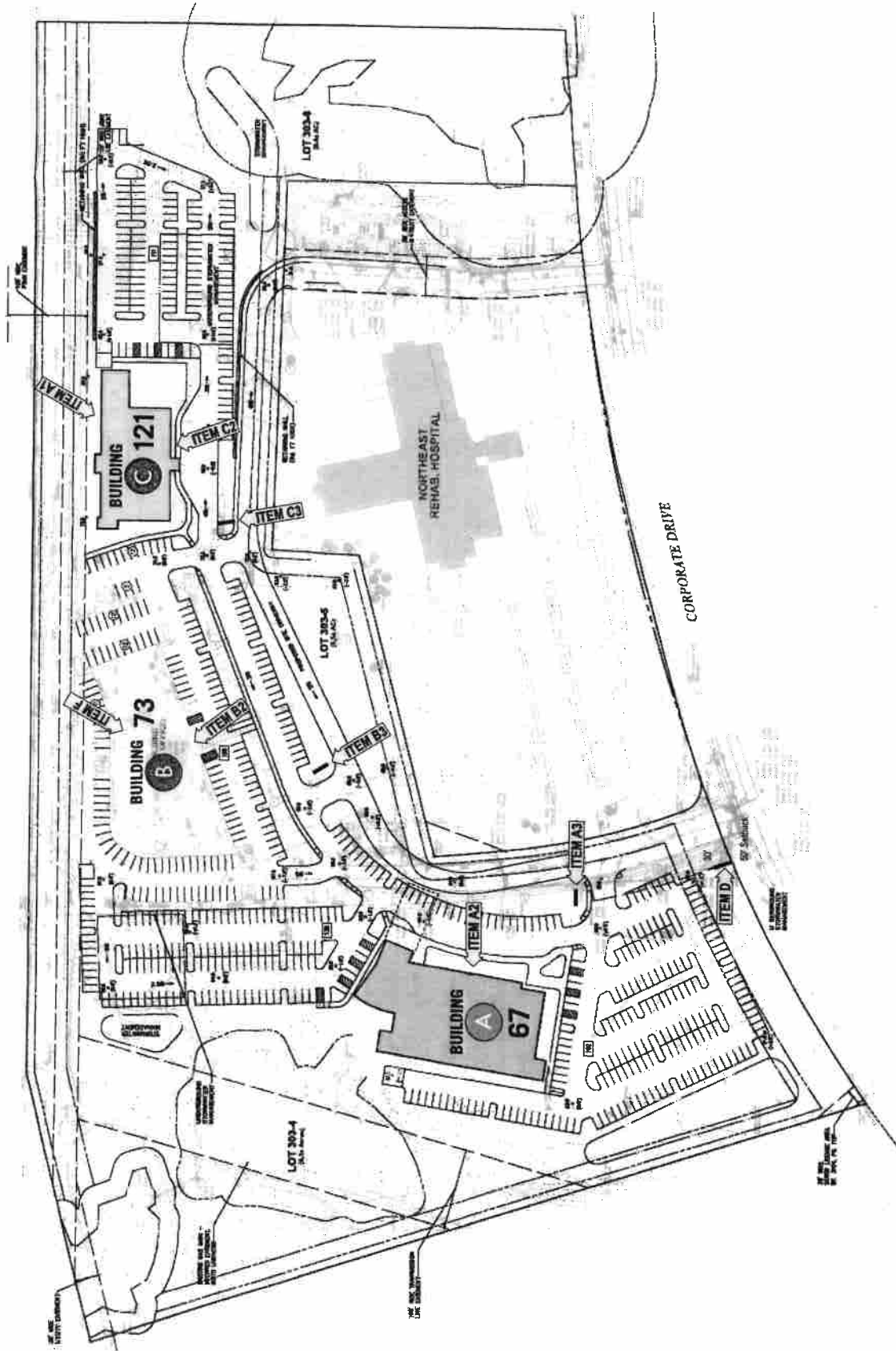
BARLO SIGNS
 121 Corporate Dr. Portsmouth, NH 03801
 (603) 862-7489 Fax: (603) 862-7900
 For Service: 800-222-5674

PROJECT APPROVAL
 Design: [Signature] Date: []
 Engineering: [Signature] Date: []
 Estimating: [Signature] Date: []
 Sales: [Signature] Date: []
 Production: [Signature] Date: []
 Installation: [Signature] Date: []

© COPYRIGHT 2017 THE BARLO GROUP
 THIS DOCUMENT IS THE PROPERTY OF BARLO SIGNS. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED ON THIS DOCUMENT.
 ALL RIGHTS RESERVED. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF BARLO SIGNS IS STRICTLY PROHIBITED.
 WENTWORTH-DOUGLASS HOSPITAL AT PEASE
 File Name: Wentworth-Douglass at Pease 171103176 6-5
B-17-11-03176
 SHEET: 5.0

JOB#:

SITE PLAN



NOT TO SCALE. THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. THE PROPOSED DEVELOPMENT IS SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby approves of the proposed replacement sign, container bar and bandstand for Craft Brew Alliance, Inc. at 35 Corporate Drive; all in accordance with the memorandum of Maria J. Stowell, Engineering Manager, dated June 13, 2018, attached hereto.

N:\RESOLVES\2018\Signs-Redhook.docx

MEMORANDUM

To: David R. Mullen, Executive Director

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

Date: June 13, 2018

Subject: Sign Revision and Patio Amenities for Craft Brew Alliance, Inc. (formerly Redhook Ale Brewery, Inc.)

Redhook Ale Brewery, Inc. began operating at Pease in the mid-nineties. Although the facility signs have never changed, the corporation has been involved in a number of mergers and name changes, and the company is currently operating as Craft Brew Alliance, Inc. (Refer to attached correspondence from Mark Gardner, Deputy General Counsel for additional information on the corporate filings.) Craft Brew Alliance, Inc. is planning to rebrand its operation as Cisco Brewers. The rebranding effort includes plans to replace signage and to add amenities to the outdoor patio.

Signage Modifications

Craft Brew Alliance, Inc. would like to replace the existing driveway sign on Corporate Drive to reflect its new branding. Attached is a detail of the sign. The two granite posts already exist and will be reused to support the new sign. The proposed sign has a main panel that is 72 inches x 60 inches and a lower panel that is 62 inches x 16 inches, all totaling 36.89 square feet. (The existing sign has an area of 52 square feet.) The sign will be double sided and constructed from repurposed wood recycled from a 200 year old ship. Lighting will be installed at ground level and will illuminate the sign from both sides. The tenant will remove the existing sign facing the Spaulding Turnpike on-ramp.

Patio Amenities

Craft Brew Alliance, Inc. is proposing to install a seasonal container bar on the patio to provide additional service area to their patrons during warm weather months. The container is approximately 9 feet x 20 feet x 8 feet high and is fully enclosable so it can be secured overnight. During the winter it will either remain on the patio or will be stored elsewhere on site. An RV type hook up will provide utilities. The installation will need to be approved by the City's Inspections and Health Departments. Sketches are attached.

A small bandstand is being proposed to provide a cover for live entertainment. The structure is approximately 16 feet x 8 feet x 8 feet and will be constructed on the patio as shown on the attached plans.

These amenities will not alter the use of the outdoor patio, in that live entertainment and an outdoor bar have been part of the patio service for many years. The new structures will better facilitate these activities.

At next week's board meeting please request approval for Craft Brew Alliance, Inc.'s proposed replacement sign, container bar, and bandstand.

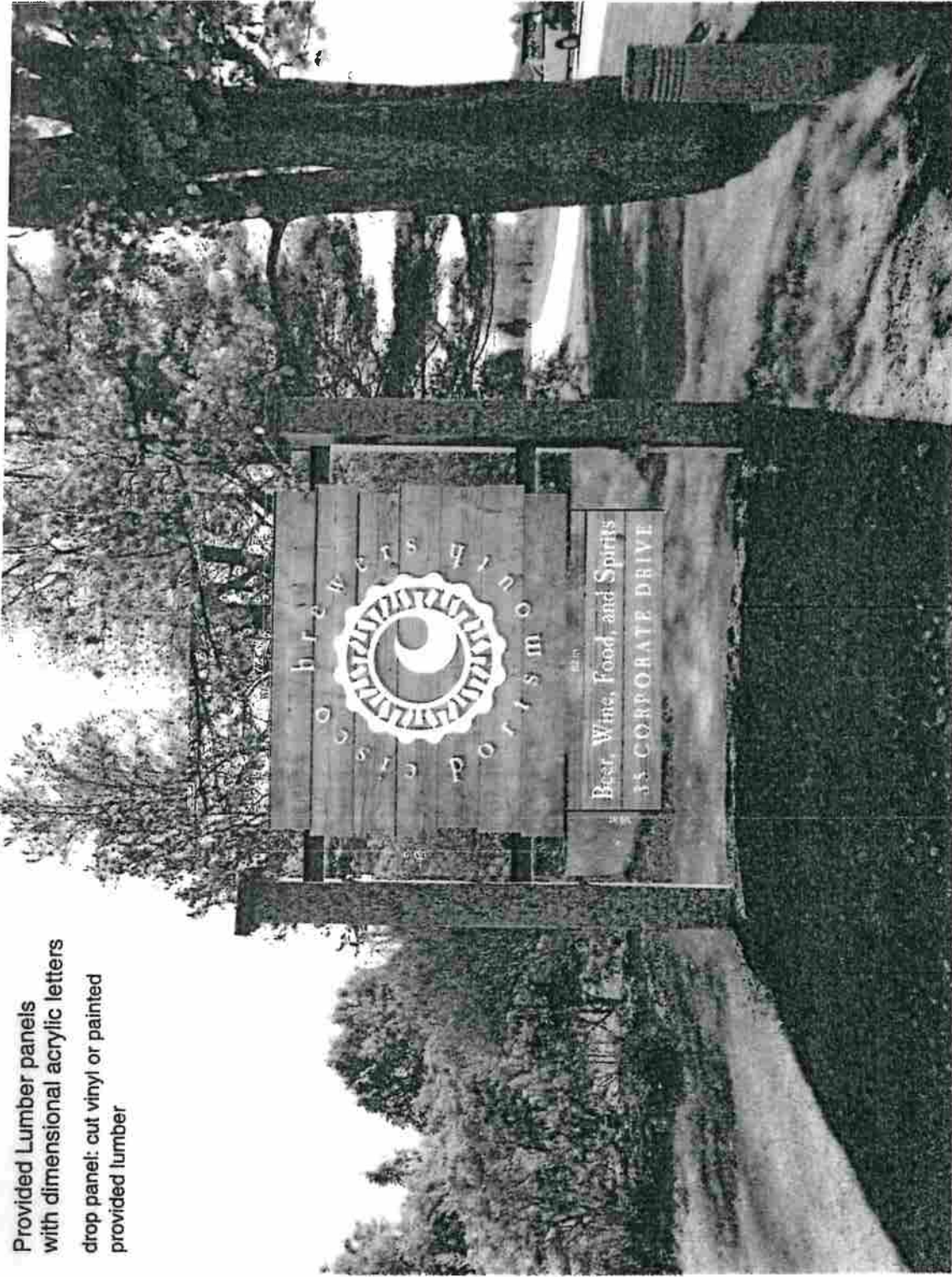

MEMORANDUM

To: Redhook Ale Brewery, Inc. Lease File
From: Mark H. Gardner, Deputy General Counsel
Re: Corporate Merger and Name Change History
Date: June 14, 2018

1. PDA entered into a sublease with Redhook Ale Brewery, Inc. effective 5/30/95. Redhook Ale Brewery, Inc. was a corporation formed pursuant to the laws of the State of Washington.
2. On July 1, 1995, PDA was advised that Redhook Ale Brewery, Inc. assigned its lease with PDA to Redhook of New Hampshire, Inc. a wholly owned subsidiary Redhook Ale Brewery, Inc.
3. On June 30, 2008, Redhook Ale Brewery, Inc. merged with another brew company (Widmer Brothers Brewing Co.) and changed its name to Craft Brewers Alliance, Inc. a corporation formed pursuant to the laws of the State of Washington. Redhook (now known as Craft Brewers Alliance was the surviving corporation and Widmer the disappearing entity).
4. On July 29, 2008 Redhook of New Hampshire, Inc. was merged into Craft Brewers Alliance, Inc.
5. In 2012 Craft Brewers Alliance, Inc. changed its name to Craft Brew Alliance, Inc.

As Redhook of New Hampshire, Inc. was a wholly owned subsidiary of Redhook Ale Brewery, Inc. and Redhook Ale Brewery, Inc. ultimately changed its name to Craft Brew Alliance, Inc. no further action is needed other than to document the name change and to update contact /notice information in the lease.

Provided Lumber panels
with dimensional acrylic letters
drop panel: cut vinyl or painted
provided lumber

PortsmouthSign.com
603-436-0047

REVISION:
All orders under \$250 include 1 revision only.
All orders over \$250 include 3 revisions only.
Additional revisions will be charged at \$25 per revision.
PLEASE NOTE:
Designs are NOT actual size and color may vary depending on printer and/or monitor.

6/11/18
I understand this Order Form is the final production order and replaces all previous drawings, notes and verbal instructions to this job. Standard vinyl & paint colors will be used. Custom colors and specific matches to PMS colors will be an additional fee. I have carefully reviewed this form and verify that it contains all necessary specifications and represents my order. I authorize fabrication according to this approval.

RETURN SIGNED TO: service@portsmouthsign.com
SIGNATURE: _____ Date: _____

Member of:



Shop Use Only
Qty: SS DS

Materials: Background Color: Vinyl Color: HP Int Other: _____

@COPYRIGHT 2015, BY PORTSMOUTH SIGN COMPANY. All designs and custom artwork remain the property of Portsmouth Sign Company until the order is complete and paid in full.

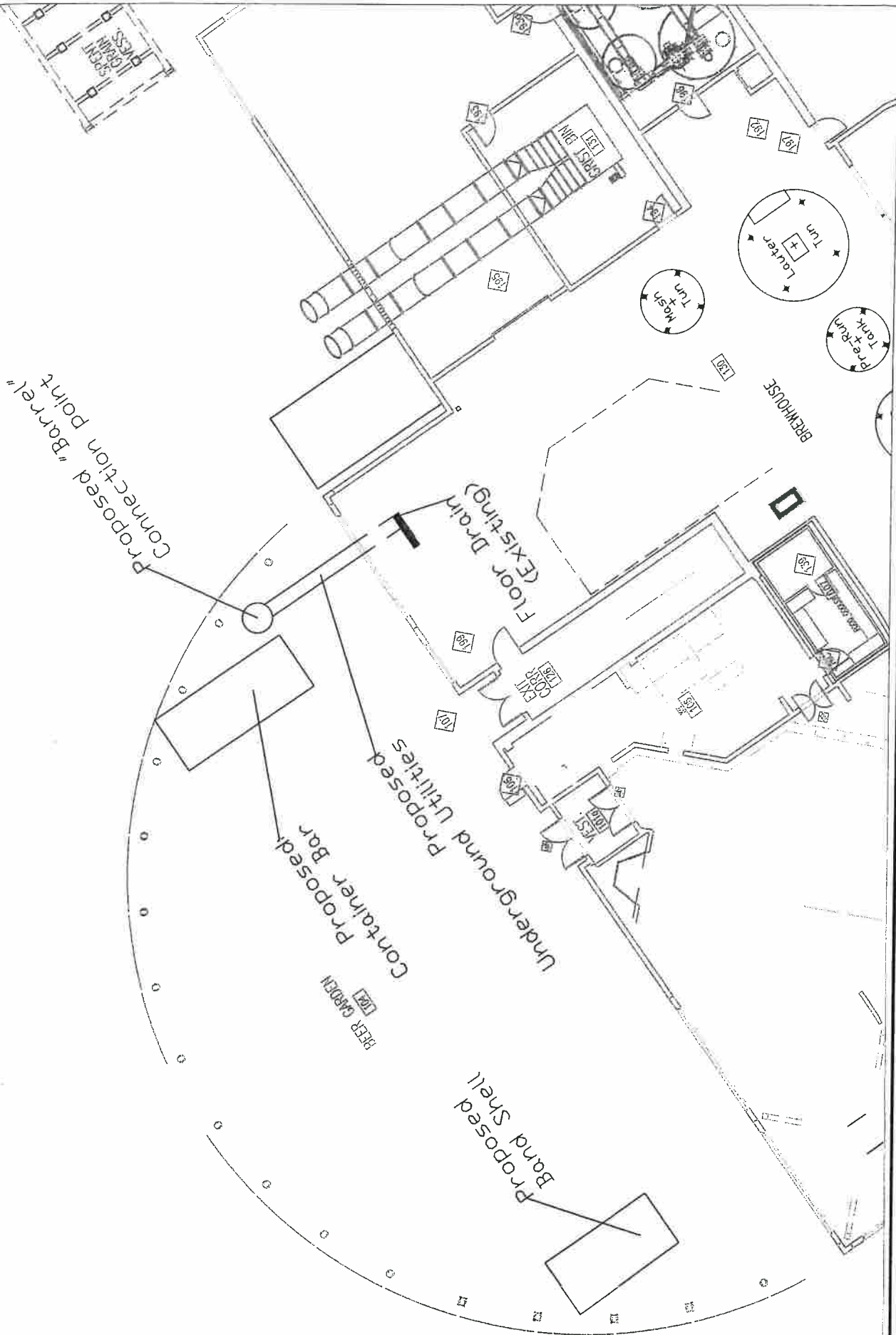


Exhibit Depicting Redhook Patio Adjacent to Restaurant

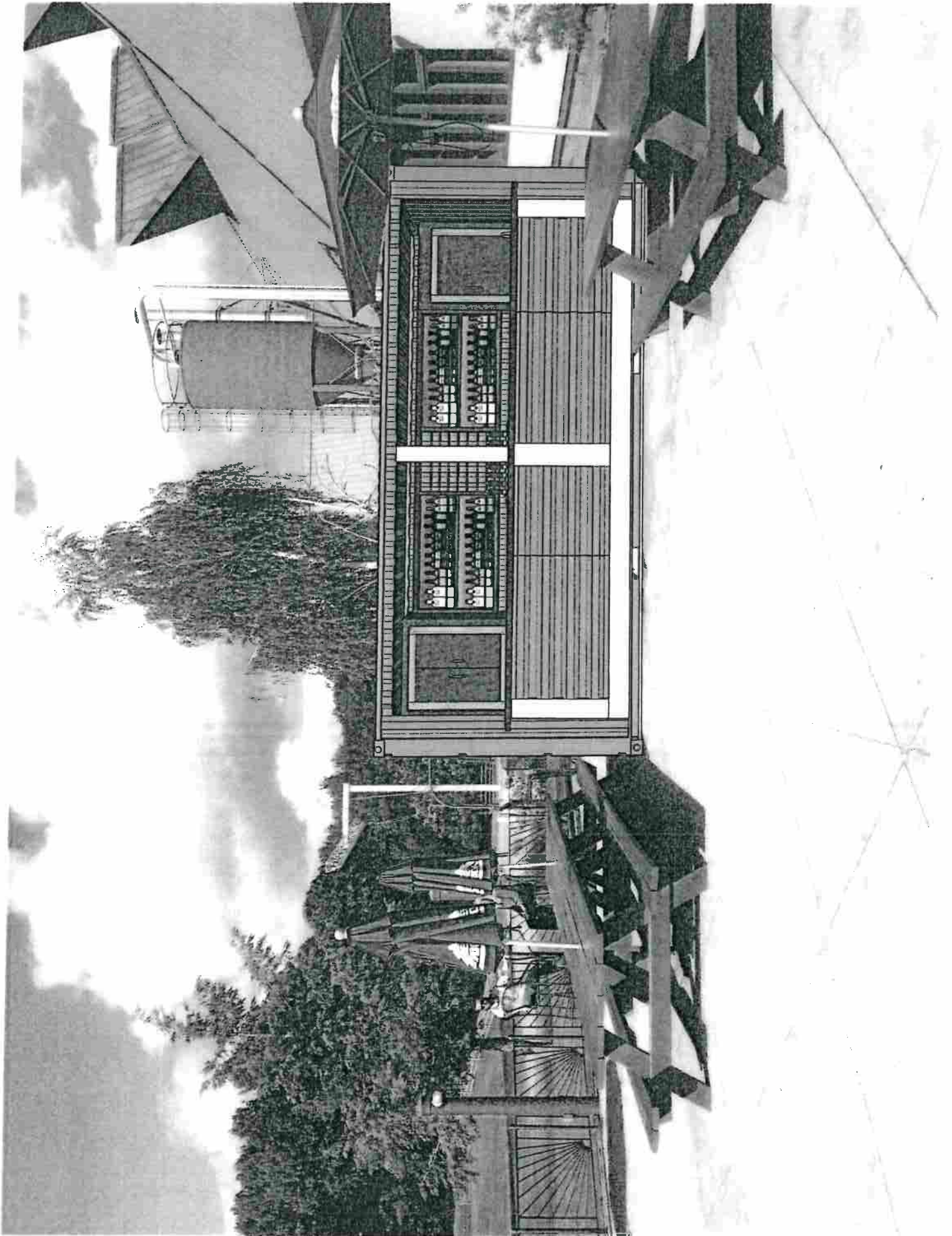
DESIGNED BY: MRM DATE: 6/13/18 SCALE: NTS

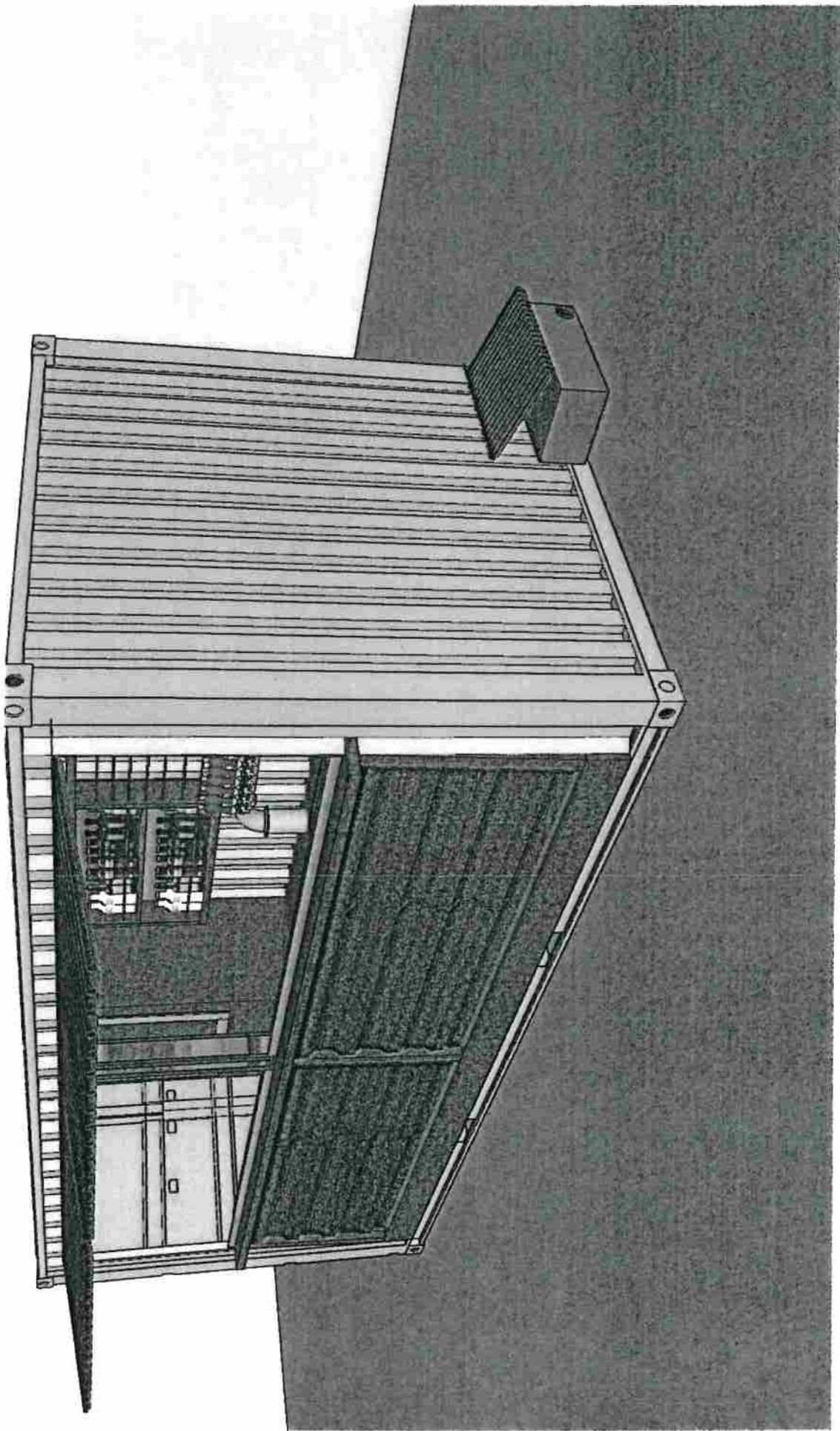
PEASE DEVELOPMENT AUTHORITY

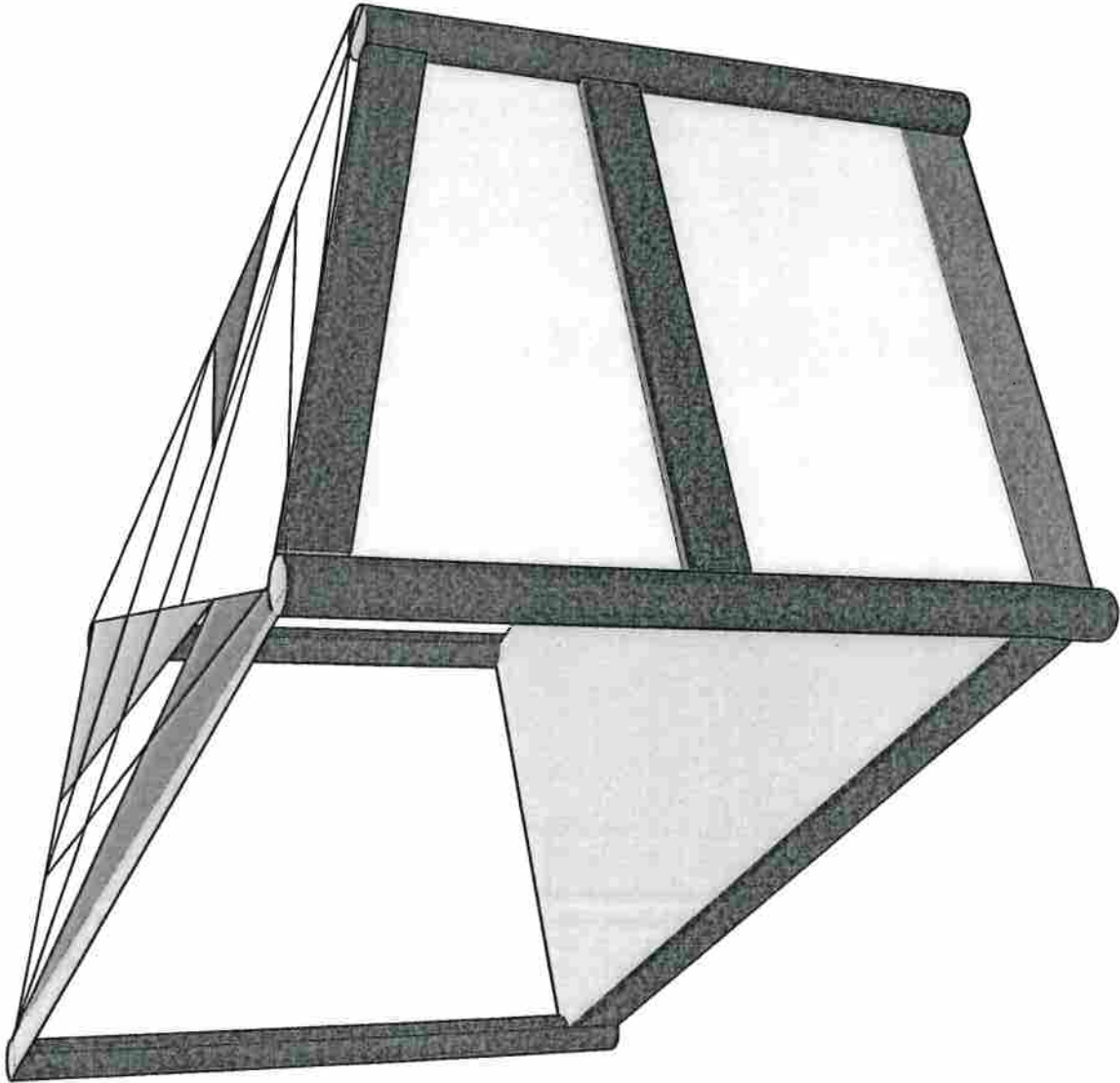
55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



Engineering/Lead Pease/Redhook_Patio







MEMORANDUM

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

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

Date: June 12, 2018

Subject: Water Treatment Plant Improvements

The City of Portsmouth has been working toward the construction of the next phase of improvements to the water treatment plant located at 97 Grafton Drive. These improvements are being made to remove per- and polyfluoroalkyl substances (PFAS) from the drinking water. This memo is to update you on the status of the work.

To date, the upgrades to the plant have taken place within the existing building's footprint. The next phase of work will increase the building size and expand the pavement, thereby increasing impervious coverage. A rain garden will be installed to provide detention and stormwater water quality treatment and will mitigate the peak stormwater flow from the site. Inside, the new treatment facility will use both resin and carbon filtration for the PFAS treatment utilizing pressure filters. With regard to schedule, bidding will take place at the end of this year and construction will begin in early 2019.

A site plan and building renderings are attached.

Work conducted in connection with the PFAS cleanup is governed by the Federal Facilities Agreement, and is exempt from local land use controls. Therefore, there will be no Board approvals for this project.

N:\ENGINEER\Board Memos\2018\WTP Report.docx



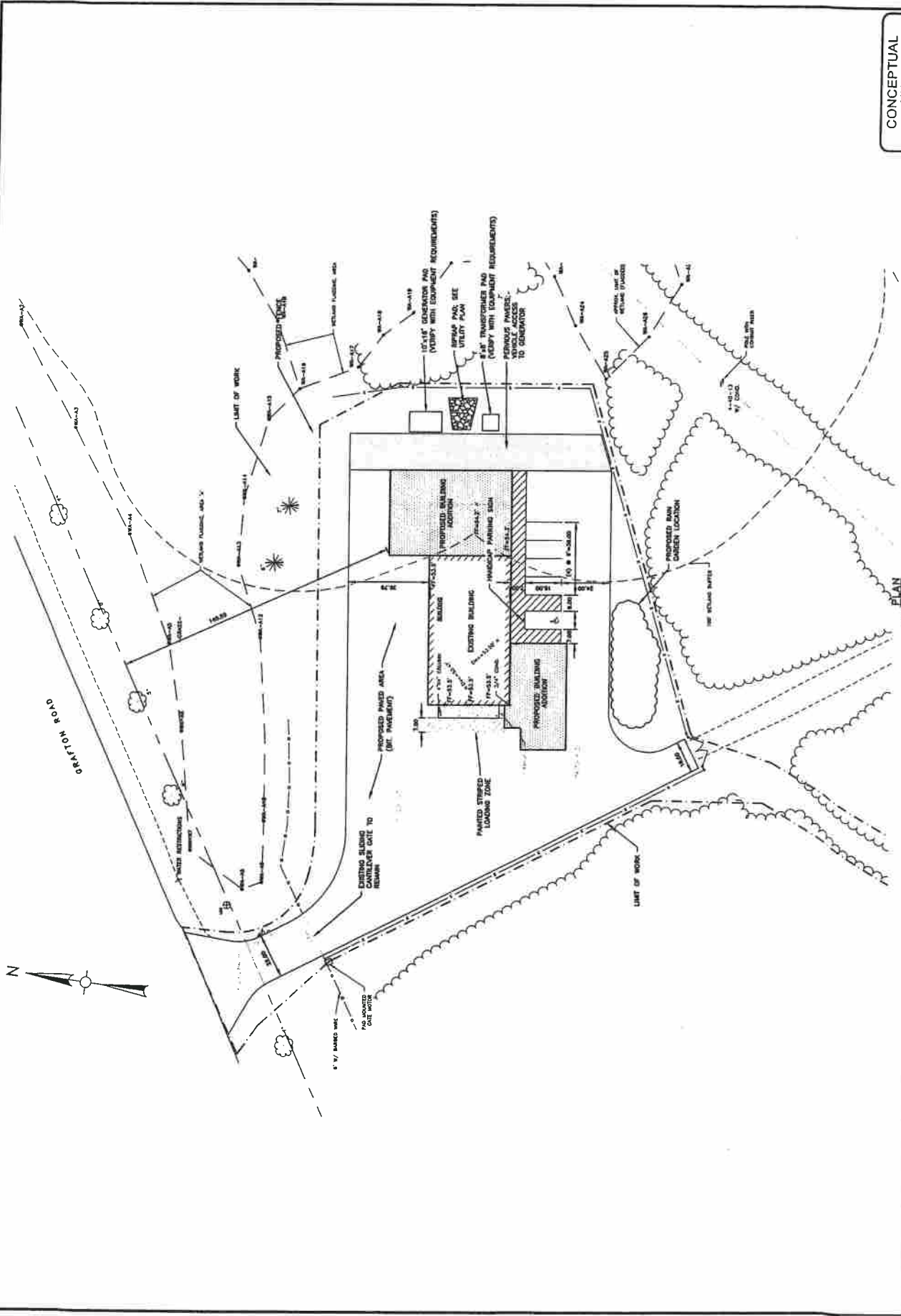
CITY OF PORTSMOUTH, NEW HAMPSHIRE
 DEPARTMENT OF PUBLIC WORKS
 GRAFTON ROAD DRINKING WATER TREATMENT PLANT
SITE PLAN

CONTRACT NO. 2170719
 DATE: 3/2/2018

REGISTERED PROFESSIONAL ENGINEER
 DATE: 3/2/2018

Weston & Sampson
 800 SAMPSON
 878.322.1900
 1000 GRAFTON ROAD
 PORTSMOUTH, NH 03801

CONCEPTUAL
 3/2/2018
 CONSULTING ENGINEER & ARCHITECT



PLAN
 SCALE: 1" = 20'



A2.3

PROJECT	DATE	SCALE	NO.
CONTRACT	2/17/19	AS SHOWN	1
DESIGNER	DATE	APPROVED	
CHECKER			
DATE			
APPROVED			

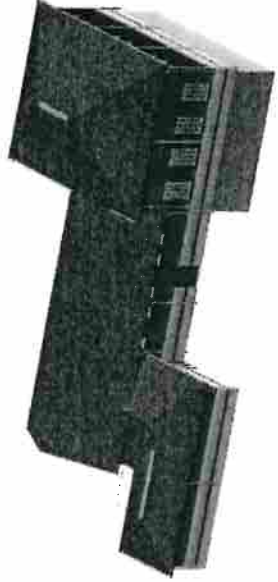
RENDERINGS

CITY OF PORTSMOUTH NEW HAMPSHIRE
 DEPARTMENT OF PUBLIC WORKS
 SWATON ROAD DRAINAGE WATER TREATMENT PLANT

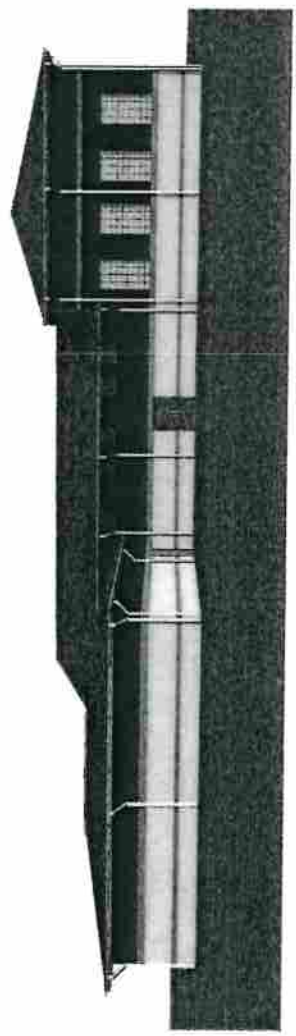
CONCEPTUAL DESIGN
 NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL	DATE
WESTON & SIMPSON	1/15/19
REGISTERED PROFESSIONAL	DATE
WESTON & SIMPSON	1/15/19

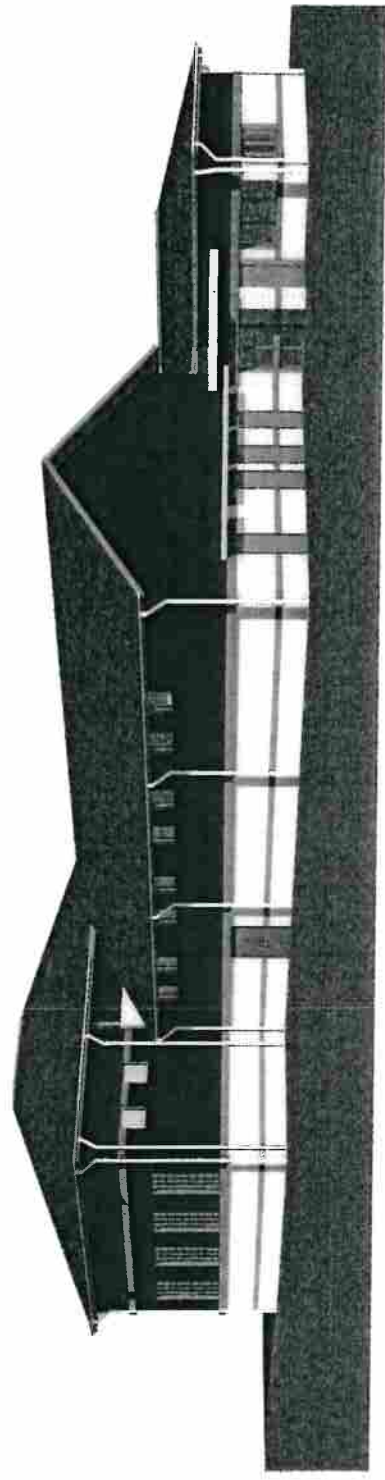
Weston & Simpson Engineers, Inc.
 1000 North Main Street, Portsmouth, NH 03801
 Phone: 603.433.5500
 www.westonandsimpson.com



1 3D - COMPLETE / FINISHED



2 3D VIEW - GROUND LEVEL



3 OVERALL BLDG RENDERING

Memorandum

To: Paul Brean, Airport Director

From: Sandra McDonough, Airport Community Liaison

sm

Date: 6/11/2018

Subj: Noise Report for May, 2018

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

The nine rotor wing inquiries originated from Portsmouth, Newington and Kittery residents. All but one of the inquiries were concerning Seacoast Helicopters either flying low or flying multiple times over their home. One Portsmouth resident called concerning a helicopter flying very low. The Portsmouth Air Traffic Control Tower stated there was a helicopter with a cable attached working in the area of the Portsmouth Hospital.

The one fixed wing inquiry originated from a Durham resident concerning a Boeing 747 that was practicing take-off and landings. The concern was that the aircraft was flying too low. Air Traffic Control verified that the aircraft was flying at or above the published altitudes.

All inquiries are reviewed and logged in the airport database. Individual inquiries are researched and followed up on with phone calls where appropriate. Certain callers have indicated that call backs are unnecessary.

MOTION

Director Allard:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$28,672.55 for the following legal services rendered through April 30, 2018 to the Pease Development Authority:

1.	Anderson & Kreiger LLP		
	Federal Regulatory Advice	<u>\$4,257.55</u>	\$4,257.55
2.	Kutak Rock, LLC		
	CLF	\$1,066.00	
	General	<u>\$984.00*</u>	\$2,050.00
3.	Sheehan Phinney Bass + Green		
	CLF	<u>\$22,365.00</u>	<u>\$22,365.00</u>
	Total		<u>\$28,672.55</u>

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

ANDERSON
KREIGER

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

May 22, 2018

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

Reference # 125384 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Total Current Billing:	<u>\$4,257.55</u>
Previous Balance Due:	<u>\$1,675.00</u>
Total Now Due:	\$5,932.55

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

May 18, 2018

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

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24-690470

Reference: Invoice No. 2424616

Client Matter No. 301603-1

Invoice No. 2424616

301603-1

Re: CLF

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$1,066.00

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

May 18, 2018

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

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

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24-690470

Reference: Invoice No. 2424312

Client Matter No. 294603-1

Invoice No. 2424312

294603-1

Re: General

For Professional Legal Services Rendered

TOTAL CURRENT AMOUNT DUE

\$1,435.00

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$20,271.00
TOTAL EXPENSES:	\$2,094.00

TOTAL THIS BILL:	\$22,365.00

BALANCE DUE:	\$22,365.00

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

AMOUNT PAID... \$ _____

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a Concession Agreement with Vogel Vending to provide ATMs at the Pease Golf Course and the Portsmouth International Airport at Pease for a period of three years until June 30, 2021; all on the same terms and conditions set forth in the memorandum of Andrew B. Pomeroy, Airport Operations Manager, dated June 14, 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:

- a. The Concession Agreement fixed annual fees are diminutive totaling \$1,200 annually;
- b. Historically, there has been little or no interest by local financial institutions to install ATMs at the terminal and golf course due to limited use; and
- c. The cost of the RFP process would significantly reduce the net revenue received.

Note: 5 Affirmative votes required.

N:\RESOLVES\2018\VogelATM 0618.docx

INTEROFFICE MEMORANDUM

TO: DAVID R. MULLEN, EXECUTIVE DIRECTOR
FROM: ANDREW B. POMEROY, C.M., AIRPORT OPERATIONS MANAGER
SUBJECT: VOGEL VENDING – ATM CONCESSION AGREEMENT
DATE: 6/14/2018
CC: PAUL BEAN, AIRPORT DIRECTOR

The current ATM Concession Agreement with Vogel Vending (“Vogel”) for Automated Teller Machine (ATM) services; one machine in the Golf Course Clubhouse and one at the Terminal, expired on May 31, 2018. The ATMs are a necessary customer service and help our other concessionaires with their sales. Given the current level of business in the terminal and the golf course, we do not anticipate a more competitive arrangement than that offered by Vogel. In the past, local financial institutions have not expressed an interest in providing these services given the limited use of the ATMs.

The Pease Development Authority (“PDA”) would like to renew this contract with Vogel under the same terms and conditions until June 30, 2021, at which point a re-evaluation of the level of business can be done.

The current terms are as follows:

“In consideration for the privilege of operating the concession hereunder, CONCESSIONAIRE shall pay to PDA each year, for the first two years of this Agreement, a minimum fixed annual fee (the “Fee”) of One Thousand Two Hundred (\$1,200.00) or 35% of the transaction fees on both machines, per month, whichever sum is greater. The fixed minimum annual fee shall be paid to PDA on an annual basis, in advance, on the commencement date of the Agreement and thereafter on each successive anniversary of the commencement date. Additional sums due, if any, arising from the transaction fees will be paid within 30 days of each anniversary of the commencement date of this contract.”

Please request that the Board of Directors authorize the entering into a contract with Vogel and waive the RFP process for the following reasons:

1. The Concession Agreement fixed annual fees are diminutive totaling \$1,200 annually;
2. Historically, there has been little or no interest by local financial institutions to install ATMs at the terminal and golf course due to limited use; and
3. The cost of the RFP process would significantly reduce the net revenues received.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a contract with A&B Vending Co., Inc. for a period of three years beginning July 1, 2018; all on the same terms and conditions set forth in the memorandum of Paul E. Brean, Airport Director, dated June 13, 2018, attached hereto.

N:\RESOLVES\2018\A&BVend 0618.docx

Memorandum

To: David R. Mullen, Executive Director
From: Paul E. Brean, Airport Director *P.E.B.*
Date: 6/13/2018
Subject: A&B Vending Co., Inc.

A&B Vending Co., Inc. ("A&B Vending") of Canterbury, NH currently provides vending machine concession services in the airport terminal at Portsmouth International Airport at Pease ("PSM"). A&B Vending has been providing snacks and beverages to the travelling public over the past several years, even when airport passenger activity was idle and minimal concession business was generated.

A&B Vending currently pays the Pease Development Authority ("PDA") 20% of its gross revenues each month. Although receivables have seen a slight uptick in recent months, the annual payment to the PDA is under \$1,000.00. As passenger enplanements continue to grow, vending concession activity is still limited due to the full service airport café which supports scheduled airline activity. For this reason, I do not foresee vending concessions being a large revenue contribution to the airport. Therefore, it is my recommendation to waive the formal procurement process because the cost to issue a formal Request for Proposal will be higher than the revenue expected from the agreement. I request that you seek PDA Board approval to enter into a Concession Agreement beginning July 1, 2018 for a period of three years to provide beverage and snack vending concessions pursuant to A&B Vending's agreement to pay PDA a 20% share of its gross sales.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a Concession Agreement with Great Circle Catering for a period of three years and to include two one-year options to extend, exercisable at the Executive Director's sole discretion; all on the same terms and conditions set forth in the memorandum of Paul E. Brean, Airport Director, dated June 14, 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 current level of limited air passenger service at Portsmouth International Airport at Pease.

Note: 5 Affirmative votes required.

N:\RESOLVES\2018\GreatCircle 0618.docx

Memorandum

To: David R. Mullen, Executive Director
From: Paul E. Brean, Airport Director *PEB*
Date: 6/14/2018
Subject: Great Circle Catering-Concession Agreement

Great Circle Catering, LLC (“Great Circle”) is the sole in-flight catering service that operates at Portsmouth International Airport at Pease (“PSM”). The company operates a large in-flight kitchen at 139 Flightline Rd., Portsmouth, NH that provides catering services to airline and corporate aircraft operators. In 2014, Great Circle, under a Right of Entry (“ROE”) with Pease Development Authority (“PDA”), established the “Air Side Café” to offer food and beverage services to scheduled airline passengers in the post-security area of PSM. That agreement calls for the PDA to receive a 10% share of gross sales. This has been a successful agreement and the ROE was extended through March 31, 2018.

Providing terminal concessions at PSM is a large commitment due to employee security badging requirements and the seasonal schedules of Allegiant Airlines. In addition to Allegiant Airlines flexible flight schedule, PSM is very fortunate to have a vendor that has the ability to stay open and provide continuous food during airline delays. Without access to an onsite flight kitchen, it is unrealistic that another vendor could remain open and serve our passengers consistently during departure delays. Concession capabilities are critical, particularly during long terminal delays, as passengers are not allowed to leave the secure area. Great Circle has done a remarkable job operating the Air Side Café during irregular operations with additional staffing and product from their main facility.

On an annual basis, PSM handles 50,000 schedule passengers which is considered low for a full service café. The only reason Great Circle can make a post security café sustainable on 50,000 enplanements is due to the support of the full size, on-airport flight kitchen. Industry standards recommend implementing post-security concessions at 250,000 annual enplanements. PSM is fortunate to be able to offer a food and beverage

concession amenity to its scheduled passengers as many airports with similar enplanement numbers cannot.

With current airport terminal expansion plans, PSM has identified new concessionaire space to replace the existing. Great Circle is willing to commit capital investment in fitting up the new space to support a full café and bar space. Additionally, Great Circle will provide appliances and fixtures to support the “take and go” concession style that adheres to the low cost airline demographic and overall terminal design.

Great Circle’s unique situation is its ability to support a terminal café and has provided a quality amenity to our passengers since 2014. Although passenger enplanements are on an uptick, I do not foresee another entity being capable of providing a quality service to our terminal passengers until enplanements significantly increase. I feel comfortable entering into a formal agreement with Great Circle as they offer a quality service and are willing to invest in capital upgrades to match our terminal expansion.

I would request that the Board of Directors approve the waiver of the request for proposal process as our current level of passenger activity will not attract a qualified vendor capable of serving passengers on a consistent basis in a secured airport environment. I also request that you seek Board approval on June 21, 2018 for the PDA to enter a three-year Concession Agreement with two additional one-year options with Great Circle to provide post-security food and beverage concessions at PSM, pursuant to Great Circle’s agreement to pay PDA a 10% share of its gross sales.

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to accept AIP funds for Phase 1 Design Only – Upgrade Fire Trainer Burn Pit at the NH Fire Training Academy; all in accordance with the memorandum from Maria J. Stowell, Engineering Manager, P.E., dated June 13, 2018, attached hereto.

N:\RESOLVES\2018\Grant-FireFlighting 0618.docx

MEMORANDUM

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

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

Date: June 13, 2018

Subject: NHDOT AIP Grant for Fire Fighting Facility

In 2016, PDA entered into a Memorandum of Understanding and a Co-Sponsorship Agreement (“the Agreements”) with the NH Department of Transportation Bureau of Aeronautics (“Bureau of Aeronautics”) and the NH Department of Safety (“DOS”) that allow the parties to co-sponsor FAA grants for the purpose of improving the Aircraft Rescue and Fire Fighting Training Facility in Concord. Although the improvements are grant eligible, the Bureau of Aeronautics and DOS are not eligible to receive funds directly from FAA. By contrast, Portsmouth International Airport at Pease is a state-owned, FAR Part 139 Certified Air Carrier airport and eligible to receive funds from the Airport Improvement Program (“AIP”). The Agreements permit the parties to co-sign the necessary grant documents, thus providing a conduit for the funding to take place.

Using this approach, the parties successfully applied for a 2016 grant to install equipment upgrades for the Training Facility. PDA’s role was to accept the AIP funds. All project costs were borne by FAA and NHDOT.

This year, a second grant application has been submitted. The grant will fund Phase 1 Design Only – Upgrades for the Fire Trainer Burn Pit and will provide an alternatives analysis to replace the rock lining in the burn pit. A follow-on project will be required for the construction-phase efforts. The total cost for this year’s project is \$162,600 with FAA providing a 90% share and NHDOT providing the remaining 10%. As with the past project, PDA will not provide any funding nor be responsible for FAA compliance requirements for the Training Facility, but will stay informed via project progress reports.

At next week’s Board meeting, please seek approval to accept AIP funds for Phase 1 Design Only – Upgrade Fire Trainer Burn Pit at the NH Fire Training Academy in Concord, consistent with the 2016 Memorandum of Understanding and a Co-Sponsorship Agreement cited above.

MOTION

Director Torr:

In accordance with the memo from David R. Mullen, Executive Director, dated June 15, 2018, the Pease Development Authority Board of Directors hereby approves the reversal of its policy of assessing a contractual Transportation Infrastructure Improvement Fee ("TIIF") obligation in tenant leases and suspension of the implementation of any TIIF.

N:\RESOLVES\2018\TIIF Reversal 0618.docx

MEMORANDUM

TO: PDA BOARD OF DIRECTORS
FROM: DAVID R. MULLEN, EXECUTIVE DIRECTOR
SUBJECT: TRANSPORTATION INFRASTRUCTURE IMPROVEMENT FEE
DATE: JUNE 15, 2018
CC: LYNN MARIE HINCHEE, IRVING CANNER, MARIA STOWELL

Beginning in 2002, PDA began to include in its leases for new construction the following language:

Lessee acknowledges that the construction and operation of the Facility will generate additional traffic at Pease International Tradeport and consequently have a direct impact on traffic patterns and conditions at the Tradeport.

Lessee agrees to pay a proportional share of any Transportation Infrastructure Improvement Fee ("TII fee") for infrastructure improvements including, but not limited to, signals, signage, markings, geometric changes to intersections and/or roadways and other traffic control devices. Lessee's proportional share of the TII fee shall be based upon a formula which will be established by Lessor and applied uniformly and proportionally to all projects which are subject to said fee. Lessee's TII fee shall not exceed the best estimate of its reasonable share of these improvements based on the actual traffic impact caused by the additional p.m. peak hour traffic generated by the Facility as determined by PDA's transportation consultant, Vanasse, Hangen & Brustlin, Inc. based on information provided by Lessee or otherwise verified by PDA. Once established by the PDA and billed to all similarly situated projects, payment of the Transportation Infrastructure Improvement Fee shall be made in the same manner as Ground Rent payments set forth in Article 4 and may be paid in equal installments over a period of time determined by PDA commencing on the first day of the month following authorization by the PDA Board of Directors and notification to Lessee of the its share of the fee. The current estimated proportional share of the TII Fee assessed to the Premises is [\$1,285 per peak hour trip end] which is based on a projection at the Term Commencement Date of ___ p.m. peak hour trip ends.

To date, PDA has delayed implementation and collection of the TIIF because, despite PDA's successful development schedule, the anticipated pace of growth did not cause the infrastructure failures which were anticipated. It may be that the failure to meet warrants for intersection improvements is a direct benefit of the addition of two alternate access points for the Tradeport other than Pease Boulevard/Gosling Road.

The estimated TIIF allocation was based on a 1998 cost estimate of \$3.3 Million. In 2014, the Capital Improvement Plan estimated the cost to have increased to \$7.2 Million. The current (2018) CIP estimates the cost at approximately \$10 Million.

To date, the recommendations for infrastructure improvements analyzed by VHB in connection with the Surface Transportation Master Plan and supplements thereto have not been required. Most recently, there are indications that warrants for two intersections have been met and PDA has scheduled design work for the year 2020 and a total expenditure of \$3.7 Million through 2025.

PDA staff has always been concerned that the imposition of the TIIF, in some instances more than 15 years after implementing the contractual obligation, and without an immediate plan to commence improvements, was not appropriate and, therefore, continued to debate the best method of funding these improvements.

RSA 12-G:31 provides to PDA \$70 Million in bonding capacity with the full faith and credit of the State of New Hampshire. Of this initial capacity, there is a remaining authorized but unissued balance of \$13.9 Million. Note that the use of the State guaranty obviates the need for PDA to seek its own bond rating.

At this time, PDA staff is recommending that at its meeting on June 21, 2018, the PDA Board of Directors reverse its policy of assessing a contractual TIIF obligation in tenant leases and suspend the implementation of any TIIF. Note that nothing in this decision will prohibit the PDA from assessing to a tenant developer a charge for capital needs of a major concern generated solely and directly by its commercial development.



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, MAY 9, 2018

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

ABSENT: Ned Raynolds
Jeff Gilbert, Treasurer
Erik Anderson

1. CALL TO ORDER

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

2. APPROVE MINUTES

Chris H made a motion to accept the April 11, 2018 minutes, Brad 2nd. The council voted and the minutes were unanimously approved.

3. FINANCE REPORT

Jeff was not in attendance so Director Marconi referred to page 2 and let everyone know that we are still operating in the black. He reported on a surprise bill from the State of NH for reimbursement for past employees for about \$100,000. It was found during a state audit that they had been missed. DM reported that they are researching the charges thoroughly and asking the right questions. The finance report covers the period thru March 31, 2018 so there are still some fees that are being collected and in regards to the Harbor Management fund it will come back around.

4. DIRECTOR'S REPORT

- Rye Harbor fuel system damaged during the last March storm, there have been some unexpected delays, but we finally received the permit to start work. Lakes Region Environmental will be down tomorrow to pressure test the system to check for leaks and work will commence from there.
- Functional Replacement Project, the kick off meeting was last week and he handed out the proposed schedule. The attendees included Appledore, NHDOT and a representative from all of the sub-consultants. The permitting process will take the most amount of time and with that they are hoping to go out to construction bidding in a little over a year. Roger asked how long the construction would be, Geno reported about a year, so summer of 2020. DM reminded the council that the project is 100% reimbursable by Federal Highway but we will be paying the bills as they come in and then send in for reimbursement.

- Boat launch, the concrete deck is in, the top apron will be paved within the next couple of days, floats were installed and are also in place.
- USS Manchester commissioning, discussion ensued regarding dates, times, invitations, docking etc.
- Roger asked if Geno had any comments about the 2 incidents over the weekend, the oil spill at Great Bay Marina and the tragic boating accident. DM said he has no information other than what is in the news as no one has reached out to him. There was some discussion regarding who investigates and Geno confirmed it is Marine Patrol and the Coast Guard.
- National Maritime Day, he handed out an invitation to the Propeller Club lobster bake.

5. COMMITTEE REPORTS

Fisheries

E. Anderson was excused to attend a Portsmouth budget meeting so there was no report on fisheries.

Government

Ned Reynolds was excused to attend a Portsmouth budget meeting. To follow up with the Portsmouth Fire Chiefs request for a fire/rescue boat, DM reported on the City Council meeting that took place last month (which he attended) the council voted 8 to 1 to approve the expenditure.

Moorings

Chris Snow was going to report on the mooring analysis but realized Geno did that at last month's meeting which he couldn't attend. So nothing more to add.

PDA Liaison

Roger presented the minutes from the March 14th PDA meeting for anyone who is interested. He also passed out the draft agenda for the meeting on May 17th in which the Port will present the following items:

- Rights of Entry for the USS Manchester commissioning
- FTZ Textiles Coated International
- Black Dog Charters Right of Entry, Rye Harbor
- Bait Cooler at PFP agreement
- Repairs at Rye Harbor

Discussion ensued.

Maritime/Public Affairs

Don reported that the PMC is heavily promoting the July Sea Challenge event using Facebook, an articles in the Portsmouth Herald and radio ads on WOKQ and the Shark and Channel 9 WMUR. York Community Service Association is working with the PMC to identify the "at risk" kids who could benefit from the opportunity to work the Sea Challenge. They are also looking at teenage children of employees of the Navy Yard. Also there is an opportunity for an "adult Sea Challenge" where for \$100 someone can sail from here in Portsmouth to Boston at the end of the event. Sail Portsmouth tickets are available online for \$9.00. The PMC annual meeting for the membership is June 12th at the Portsmouth Chamber at 5:30 PM. Don mentioned that the PMC is looking into having the Adventurer within a couple years.

Dredging

Chris H deferred to Director Marconi as he said he had some information regarding the dredging in Hampton/Seabrook. DM reported that he received a phone call from Senators office and she will be doing a site visit on Friday with the Colonel from the New England district. It should be around 1 PM so it should be a good time to go. DM passed around an aerial photo that was taken yesterday which shows the extreme conditions. If the dredging will be funded, the earliest would be November of 2019. Some discussion took place and all are anxious to hear the outcome of the visit.

Recreational Piers

Brad Cook reported that recreational activity is really slow right now. Charter fishing is just getting started even though the haddock fishing season opened on 4/15.

6. NEW BUSINESS

Statute requires any proposed rules to be presented for comment to the Port Advisory Council so the proposed readoption of Chapter Pda 300 rules were presented. After some discussion a motion was made by Roger and 2nd by Brad to recommend to the PDA Board the proposed readoption, as presented, to the PDA Board. A vote was taken and all were in favor.

7. OLD BUSINESS

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

8. PUBLIC COMMENT


Peter Welch was in attendance from the Town of Newington, he commented that he expressed interest in the Port and is part of the planning board in Newington and they recommended he attend the meetings.

8. PRESS QUESTIONS

There were no members of the press present.

9. ADJOURNMENT

Roger made a motion to adjourn, Chris H. 2nd, all were in favor and the meeting adjourned at 7:12 PM.

Date: May 30, 2018
To: David Mullen, Executive Director
From: Geno Marconi, Port Director 
Subject: Charter Boat Rights of Entry

In accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of Charter Boat Right of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2017, the Division of Ports and Harbors is requesting your approval of the attached Charter Boat Right of Entry ("ROE") for:

Owner: Les Eastman
Company: Eastman's Fishing Fleet, LLC dba Eastman's Party Fishing ("Eastman's")
Location: Hampton Harbor Marine Facility ("Hampton")
Term: Commencing June 1, 2018 through June 30, 2019
One option to renew for July 1, 2019- June 30, 2020

Due to the deteriorating conditions of Hampton and Seabrook Harbor it has become impossible at times for Eastman's to return to his dock in Seabrook during low tide. With that, Eastman's has asked for an emergency ROE to be used on an as needed basis for the discharging of passengers only and has met the following required conditions:

1. Applied for and secure a Pier Use Permit; and
2. Obtained the minimum insurance requirements set by the Pease Development Authority ("PDA") and provide proof of insurance to the PDA; and
3. Provided documentation that Eastman's Party Fishing is registered and in "Good Standing" with the Secretary of State to conduct business in New Hampshire; and
4. Provided a bus to shuttle the passengers back to the Seabrook location.

This approval will be reported to the Board at the next meeting.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors (PDA-DPH) with an address of 55 International Drive, Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry to Eastman's Fishing Fleet, LLC dba Eastman's Party Fishing ("Eastman"), PO Box 1301, Seabrook, NH 03774 to use property of the State of New Hampshire (the "Premises") pursuant to the terms of this Right of Entry ("ROE") and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Hampton Harbor Marine Facility

PURPOSE OF ROE: Discharge only of passengers on an as needed basis

PERIOD OF USE: June 1, 2018 through June 30, 2019
One 1 year option to renew:

- July 1, 2019-June 30, 2020

PARKING FEE: \$5.00 per car through December 2018

This ROE is given subject to the following conditions:

1. The term of this ROE shall be from June 1, 2018 through June 30, 2019. There is one 1 year option to renew which may be exercised by Eastman subject to the approval of the PDA's Executive Director. Eastman shall submit its intent to renew in writing to the Division Director before May 31, 2019.
2. Eastman's customers will be discharged at the Hampton Harbor Marine Facility ("Hampton") in the event that Eastman is not able to return to its dock in Seabrook. The passengers will be shuttled from Hampton to Seabrook on a bus provided by Eastman. *Eastman must apply and pay for a Pier Use Permit separately from this ROE in accordance with N.H. Administrative Rules Part Pda 600.*
3. The scheduling of arrivals in connection with any activity allowed under this ROE will not interfere with the scheduled use of common areas or adjoining areas by other entities which have actively conducted business at Hampton Marina and have been previously issued an ROE by PDA-DPH.
4. Subject to Section 5, PDA-DPH will charge Eastman customers a \$5.00 parking fee per car for any vehicle using the Hampton parking lot.

Eastman's Party Fishing
Hampton Right of Entry
May 31, 2018

5. Parking fees and fuel vendor fees set forth in Sections 4 and 15 shall remain effective through December 31, 2018. Thereafter, PDA-DPH reserves the right to increase fees and rates in connection with this ROE. Notification of fee and rate increases will be provided to all current ROE holders on or before February 1st in any given year for the remaining term of this ROE.
6. Eastman shall indemnify, defend and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) resulting or arising during the term of this ROE:
 - A. From any condition of the Premises including any building structure or improvements thereon for which Eastman has taken possession of hereunder;
 - B. From any breach or default on the part of Eastman to be performed pursuant to the terms of this ROE, or from any act or omission of Eastman, or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. From any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including, but not limited to piers, docks, gangways, ticket office and parking areas) arising out of or incidental to the use, management or control of the areas and activities which are the subject of this ROE.
7. On or before the effective date of this ROE, Eastman shall provide PDA-DPH with a certificate of insurance evidencing the existence of Protection and Indemnity insurance with an endorsement covering piers, docks and gangway use protecting the parties hereto and naming the State of New Hampshire and PDA-DPH as additional insureds from loss or damage because of the liability that may be incurred by the State of New Hampshire, PDA-DPH and Eastman in connection with uses authorized under this ROE (e.g., use of the parking lot, and charter boat operations) when such liability is imposed on account of injury or death of a person or persons or property damage. Said Protection and Indemnity shall provide for a liability limit on account of each accident resulting in bodily injury, death or property damage to a limit of not less than \$1,000,000 per occurrence and include an endorsement for pier, docks and gangway use. Automobile insurance in the amount of \$1,000,000 will also be provided. Workers' compensation will be provided to statutory limits. Each 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. Insurance provided pursuant to this ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice by registered mail.

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

Eastman's Party Fishing
Hampton Right of Entry
May 31, 2018

8. Eastman may cancel this ROE by giving PDA-DPH a thirty (30) day notice in writing.
9. This ROE may be cancelled by giving Eastman thirty (30) days written notice of cancellation in the event of the failure of Eastman to perform, keep and observe any of the conditions of the ROE and the failure of Eastman to correct the default or breach with the time specified by PDA-DPH. This ROE may be cancelled immediately by PDA-DPH in the event Eastman fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.
10. In the performance of this ROE, Eastman is, in all respects, an independent contractor and is neither an agent nor employee of the State of New Hampshire or the PDA-DPH. Neither Eastman nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, workers' compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.
11. In connection with the performance of this ROE, Eastman agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which shall impose any obligations or duty on Eastman.
12. Eastman will obtain all necessary permits and provide copies of them to PDA-DPH at the time of execution of this document. Required permits may include, but are not limited to, Pier Use Permit, Wetlands Board and Marine Safety.
13. Eastman is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.
14. Eastman shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at Hampton Harbor Marina. Eastman shall be responsible for picking up garbage and rubbish its operations generate and depositing same at a designated location where PDA-DPH can dispose of it.
15. Eastman may not self-fuel any boat used in connection with this ROE on the Premises. Eastman will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at Hampton Marine (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the State Fire Marshall in accordance with BULLETIN #2015-07 as may be amended from time to time. Subject to increases which may be implemented from time to time, the vendor will pay PDA-DPH \$0.10 per gallon.
16. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.
17. To the extent applicable, Eastman agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the premises subject to this ROE as a consequence of the application of RSA 72:23, I. Eastman agrees to pay, in addition to other payments, all

Eastman's Party Fishing
Hampton Right of Entry
May 31, 2018

properly assessed real and personal property taxes against the premises subject to this ROE in accordance with the provisions of RSA 72:23, I. Failure of Eastman to pay its duly assessed personal and real estate taxes when due shall be cause to terminate said ROE by PDA-DPH. Eastman shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 73:23, I as a result of Eastman's failure to pay said taxes.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 6/6/18

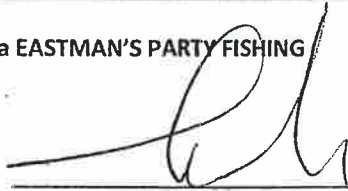
Witness


David R. Mullen, Executive Director, PDA

EASTMAN'S FISHING FLEET, LLC dba EASTMAN'S PARTY FISHING

Date: 6/5/18

Witness


Duly Authorized Signature

Lester L. Eastman JR
Printed Name:

PRESIDENT
Title:

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Date: June 21, 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 permits:

	<u>Permit</u>	<u>Business</u>	<u>Date of Approval</u>
Rye Harbor Transferor: Transferee:	No. 7383 Charles A. Lamprey, Jr. Zacharie Clifford	Commercial Charter	05/11/18
Rye Harbor Transferor: Transferee:	No. 902 Island Cruises, Inc. David R. Wilich	Commercial Charter	06/08/18

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

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

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

These conditions have been met.

P:\PortAuthority\Moorings\Transfers\BoardMemos\Boardmem 0618.docx

May 11, 2018

Charles A Lamprey, JR
25 New Road
North Hampton, NH 03862

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 7383, Rye Harbor, New Hampshire

Dear Mr. Lamprey:

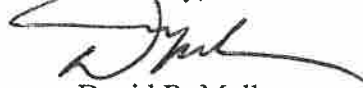
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to Zacharie Clifford of 160 Atlantic Ave North Hampton, NH in connection with the sale of your commercial business.

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

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH
DATE: May 10, 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 #7383, from Charles Lamprey, Jr to Zacharie Clifford.

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: May 10, 2018

Charles Lamprey and Zacharie Clifford are requesting the transfer of a Mooring Permit (#7383) in the Rye Harbor mooring field. Attached is documentation of Zacharie Clifford's commercial enterprise in the form of his confirmation letter from NH Fish & Game advising of the successful transfer of Lamprey's lobster license. Clifford is using a skiff for the application process because the loan requires successful mooring permit transfer to close. He will then register the F/V Defiance, which he is purchasing from Lamprey. Also attached is commercial documentation for Charles Lamprey. Attached is a transfer request from Charles Lamprey with the assertion that he sold a boat, lobster license and fishing equipment to Zacharie Clifford. Zacharie Clifford 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 #7383 be transferred to:

Zacharie Clifford
160 Atlantic Ave
North Hampton, NH 03862

June 8, 2018

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

RE: Request to Transfer Commercial Moorings
Commercial Mooring No. 902, Rye Harbor, New Hampshire

Dear Ms. Reynolds:

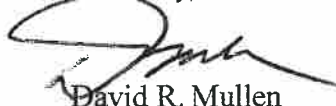
Please be advised that Pease Development Authority - Division of Ports and Harbors has approved of your request to transfer the above referenced commercial mooring to David R. Wilich of 31 Dearborn Ave Hampton, NH in connection with the sale of your commercial business.

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

PART Pda 508 TRANSFER OF MOORING PERMITS

Pda 508.01 Transfer of Commercial Use Mooring Permits.

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

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

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

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

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


Deliver To:

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

Mail To:

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

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

TO: David Mullen, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH 
DATE: June 8, 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 #902, from Island Cruises, Inc to David R. Wilich.

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 *TRES*

Re: Commercial Transfer

Date: June 7, 2018

Susan Reynolds of Island Cruises, Inc and David R. Wilich are requesting the transfer of a Mooring Permit (#902) in the Rye Harbor mooring field. Attached is documentation of David Wilich's commercial enterprise in the form of his Federal Fisheries Permit and his New Hampshire Lobster License. Also attached is the commercial documentation associated with Island Cruises, Inc. Attached is a transfer request from Susan Reynolds with the assertion that she sold her lobster fishing business and equipment to David Wilich. Mr. Wilich 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 #902 be transferred to:

David R. Wilich
31 Dearborn Ave
Hampton, NH 03842

Lakes Region Environmental Contractors
 PO Box 1236
 Belmont, NH 03220

*A Small Business
 Company*

INVOICE

Invoice Number: 10421
 Invoice Date: Jun 6, 2018
 Page: 1

RECEIVED JUN 06 2018

Main Office 603-267-7000
 Fax: 603-267-8039
 Email: Lmowery@LREnvironmental.net

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801


Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA		Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		5/14 - Set the tank sump and product piping. Tightness test the product lines. Reinstall the tank sensor. Checked the nozzles and fuel hoses. Inspect system with Engineer. Tested the tank monitor equipment. - Ok.			
1.00	KIL ENY2	Killark 3/4 Expl-Prf Seal	16.06		16.06
1.00	KIL GRR2	Killark 3/4" Ex-Prf Cond Body	47.75		47.75
1.00	FIT GAL-3/4X10	ELEC GALV NIPPLE 3/4" X 10"	5.36		5.36
1.00	FIT NIPGAL-3/4X3	Electrical Nip Galv 3/4 x 3"	1.33		1.33
1.00	FIT NIPGAL-3/4XCL	Electrical Galv Nip 3/4" X Close	0.94		0.94
1.00	FIT CPLGAL-3/4	Elec Galv. Coupling 3/4"	1.29		1.29
1.00	LPCG75	3/4" Strain Relief	2.50		2.50
12.00	P/P2DWV10	PIPE WHT PVC 2"	1.10		13.20
1.00	MISC	Misc Supplies	50.00		50.00
0.50		Testing Equip & Air Compressor per day	150.00		75.00
0.50	SKID	Skid Steer per Day	200.00		100.00
0.50	MINI	Mini Excavator per Day	275.00		137.50
13.50	ST	Service Tech w/ travel	75.00		1,012.50
13.50	ST	Service Tech w/ travel	75.00		1,012.50

Subtotal	Continued
Sales Tax	Continued
Freight	P2007/A7005/907
Total Invoice Amount	Continued
Payment/Credit Applied	\$2888.43 →
TOTAL	Continued

Check/Credit Memo No:

APPROVED
 BY:  DATE: 6/7/18

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10421
Invoice Date: Jun 6, 2018
Page: 2

Main Office 603-267-7000

Fax: 603-267-8039

Email: Lmowery@LRenvironmental.net

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA		Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
5.50	ST	Service Tech w/ travel	75.00		412.50

Subtotal	2,888.43
Sales Tax	
Freight	
Total Invoice Amount	2,888.43
Payment/Credit Applied	
TOTAL	2,888.43

Check/Credit Memo No:

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10425
Invoice Date: Jun 6, 2018
Page: 1

RECEIVED JUN 06 2018

Main Office 603-267-7000
Fax: 603-267-8039
Email: Lmowery@LRenvironmental.net

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		5/15 - Removed water from the diesel tank. Left the drums of water/diesel onsite. Replaced the fuel filters with new ones at the dispensers. Install decals. Troubleshoot the VeederRoot tank monitoring on the diesel side. Needs a new unit. Install a new sump sensor on the Public dock sump. Replaced the Hannay hose reel locking dog. Clean the tank sumps and prepare for NHDES inspection.			
2.00	DR	55 Gal Drum (Supply, Fill, No Disposal)	100.00		200.00
2.00	LRFS-UL4X17	Unleaded 4X17, Wh Back/Red Letters	5.50		11.00
2.00	LRFS-DF4X17	Diesel Fuel	6.00		12.00
2.00	LRFS-NS4X17	No Smoking Placard	6.00		12.00
2.00	70063	Cim-Tek 800HS-10 Type II Hydrosorb 10 Micron Filter.	28.00		56.00
2.00	70122	Cim-Tek 300MB-10 3/4" 10-Micron Ethanol Fuel Filter	11.10		22.20
1.00	794380-208	VeederRoot Piping sump Sensor for Steel	294.40		294.40

PAID
DATE: 6/7/18

Subtotal	Continued
Sales Tax	Continued
Freight	P2007/A 7005/907
Total Invoice Amount	Continued
Payment/Credit Applied	\$2977.00
TOTAL	Continued

Check/Credit Memo No:

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10425
Invoice Date: Jun 6, 2018
Page: 2

Main Office 603-267-7000

Fax: 603-267-8039

Email: Lmowery@LRenvironmental.net

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
1.00	9922.0326	Tank for 4' - 12' Tanks with 16' Cable			
		Ratchet Lock Assembly	49.40		49.40
1.00	MISC	Misc Supplies	50.00		50.00
0.50		Dewatering pumps & Hoses per day	65.00		32.50
0.50		Air Compressor per day	100.00		50.00
0.50	SKID	Skid Steer per Day	200.00		100.00
0.50	MINI	Mini Excavator per Day	275.00		137.50
13.00	ST	Service Tech w/ travel	75.00		975.00
13.00	ST	Service Tech w/ travel	75.00		975.00

Subtotal	2,977.00
Sales Tax	
Freight	
Total Invoice Amount	2,977.00
Payment/Credit Applied	
TOTAL	2,977.00

Check/Credit Memo No:

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10418
Invoice Date: Jun 6, 2018
Page: 1

Main Office 603-267-7000

Fax: 603-267-8039

Email: Lmowery@LREnvironmental.net

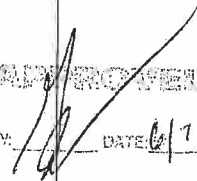
RECEIVED JUN 06 2018

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno Marconi	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		Professional engineered UST designed plans, sire survey, state application, application fee, site plan tank diagram certification letters and As-built's. Cost Quote #J31318			3,500.00

APPROVED
BY:  DATE: 6/7/18

P2007 / A2005/907

Subtotal	3,500.00
Sales Tax	
Freight	
Total Invoice Amount	3,500.00
Payment/Credit Applied	
TOTAL	3,500.00

Check/Credit Memo No:

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10419
Invoice Date: Jun 6, 2018
Page: 1

Main Office 603-267-7000
Fax: 603-267-8039
Email: Lmowery@LREnvironmental.net

RECEIVED JUN 06 2018

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		5/10 - Coastal storm repairs on the fueling system. Cleaned off the tank pad. Cleaned the tank sumps and spill buckets. Assess damages/repair needs on the sumps. Performed tightness testing on the fuel lines at the Public Dock. Removed rocks, backfill, grade at the tank pad to expose product piping.			
1.00	SP	Sorbent Pads per bale	75.00		75.00
1.00		Testing Equip with Air Compressor per day	150.00		150.00
1.00	MISC	Misc Supplies	15.00		15.00
13.00	ST	Service Tech w/ travel	75.00		975.00
13.00	ST	Service Tech w/ travel	75.00		975.00
3.00	ST	Delivery of Equipment Mack Truck, Skid Steer	75.00		225.00

P2007/A7005/907

Subtotal	2,415.00
Sales Tax	
Freight	
Total Invoice Amount	2,415.00
Payment/Credit Applied	
TOTAL	2,415.00

Check/Credit Memo No:

DATE: 6/7/18

Lakes Region Environmental Contractors
 PO Box 1236
 Belmont, NH 03220

*A Small Business
 Company*

INVOICE

Invoice Number: 10420
 Invoice Date: Jun 6, 2018
 Page: 1

Main Office 603-267-7000
 Fax: 603-267-8039
 Email: Lmowery@LREnvironmental.net

RECEIVED JUN 06 2018

Bill To:
 Pease Development Authority
 Div. of Ports & Harbors
 555 Market St
 Portsmouth, NH 03801


Ship to:
 Rye Harbor Marina
 Rye Harbor
 1870 Ocean Blvd
 Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		5/11 - Troubleshoot the all of the dispensers. Commercial Side: Reboot the QT card reader. Repaired the electrical conduit inside the piping sump. Could not test the tank monitoring equipment at this time. Graded areas for the tank sump installation. Removed the product lines and electrical conduit from the tank sump. Install entry boots.			
1.00	KIL GRR2	Killark 3/4" Ex-Prf Cond Body	47.75		47.75
1.00	KIL Y2	Killark 3/4" Ex-Prf 90D Capped EL	13.75		13.75
2.00	FIT NIPGAL-3/4XCL	Electrical Galv Nip 3/4" X Close	0.94		1.88
2.00	FEB-175-D	Flex Entry 175D	42.70		85.40
2.00	FEB-075-D	APT 3/4" & 1" Flexible Entry Boot	38.75		77.50
0.25	SP	Sorbent Pads per bale	75.00		18.75
1.00	MISC	Misc Supplies	25.00		25.00
12.50	ST	Service Tech w/ travel	75.00		937.50
12.50	ST	Service Tech w/ travel	75.00		937.50
0.50	SKID	Skid Steer per Day	200.00		100.00
0.50	MINI	Mini Excavator per Day	275.00		137.50

Subtotal	2,382.53
Sales Tax	
Freight	
Total Invoice Amount	2,382.53
Payment/Credit Applied	P2007/A7005/907
TOTAL	2,382.53

Check/Credit Memo No:

APPROVED
 BY:  DATE: 6/7/18

Lakes Region Environmental Contractors
 PO Box 1236
 Belmont, NH 03220

INVOICE

Invoice Number: 10422
 Invoice Date: Jun 6, 2018
 Page: 1

*A Small Business
 Company*

Main Office 603-267-7000
 Fax: 603-267-8039
 Email: Lmowery@LREnvironmental.net

RECEIVED JUN 06 2018

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

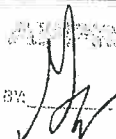
Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		5/16 - Replaced the existing VeederRoot ILS-350 with a used one. Install decals on the dispensers. Ran new low voltage wiring from the Public Dock to the VeederRoot console. Backfill inspection per NHDES - ok. Finish backfill and excavation. Removed water from the gasoline tank. Left the drums of water/gasoline onsite.			
1.00		USED - VeederRoot ILS-350	200.00		200.00
75.00	SHIELDED	Shielded Wire per ft	0.50		37.50
3.00	DR	55 Gal Drum (Supply, Fill, No Disposal)	100.00		300.00
1.00	MISC	Misc Supplies	25.00		25.00
0.50		Dewatering pump & hoses per day	65.00		32.50
0.50		Air Compressor per day	100.00		50.00
0.50		Skid Steer per Day	200.00		100.00
0.50		Mini Excavator per day	275.00		137.50
12.50	ST	Service Tech w/ travel	75.00		937.50
5.50	ST	Service Tech w/ travel	75.00		412.50
5.50	ST	Service Tech w/ travel	75.00		412.50

Subtotal	2,645.00
Sales Tax	
Freight	P2007/A7005/907
Total Invoice Amount	2,645.00
Payment/Credit Applied	
TOTAL	2,645.00

Check/Credit Memo No:

APPROVED
 BY:  DATE: 6/7/18

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10423
Invoice Date: Jun 6, 2018
Page: 1

Main Office 603-267-7000
Fax: 603-267-8039
Email: Lmowery@LREnvironmental.net

RECEIVED JUN 06 2018

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
1.00		5/21 - Prepare form and poured 64" x 64" x 8" concrete for the tank pad. Purged fuel lines and tested the fuel pumps.			
12.00	ST	4000 3/4" per yad with delivery Service Tech - Travel	433.75 75.00		433.75 900.00

APPROVED
BY:  DATE: 6/2/18

Subtotal	1,333.75
Sales Tax	
Freight	P2007/A 7005/907
Total Invoice Amount	1,333.75
Payment/Credit Applied	
TOTAL	1,333.75

Check/Credit Memo No:

Lakes Region Environmental Contractors

PO Box 1236
Belmont, NH 03220

*A Small Business
Company*

INVOICE

Invoice Number: 10424
Invoice Date: Jun 6, 2018
Page: 1

Main Office 603-267-7000

Fax: 603-267-8039

Email: Lmowery@LREnvironmental.net

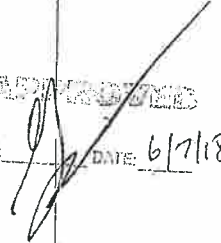
RECEIVED JUN 06 2018

Bill To:
Pease Development Authority Div. of Ports & Harbors 555 Market St Portsmouth, NH 03801

Ship to:
Rye Harbor Marina Rye Harbor 1870 Ocean Blvd Rye, NH 03870

Customer ID	Customer PO	Payment Terms	
PDA	Geno	Net 25 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS Ground		7/1/18

Quantity	Item	Description	Unit Price	Backorder Qty	Amount
		5/24 - Purge the diesel dispenser and repair the leak. Install new signs.			
3.00		6" x 24" Emergency Pump Shut Off - Alum sign	24.48		73.44
2.00		24" x 48" Before During Fueling - Alum sign			
1.00	MISC	Misc Supplies	50.00		50.00
10.50	ST	Service Tech w/ travel	75.00		787.50

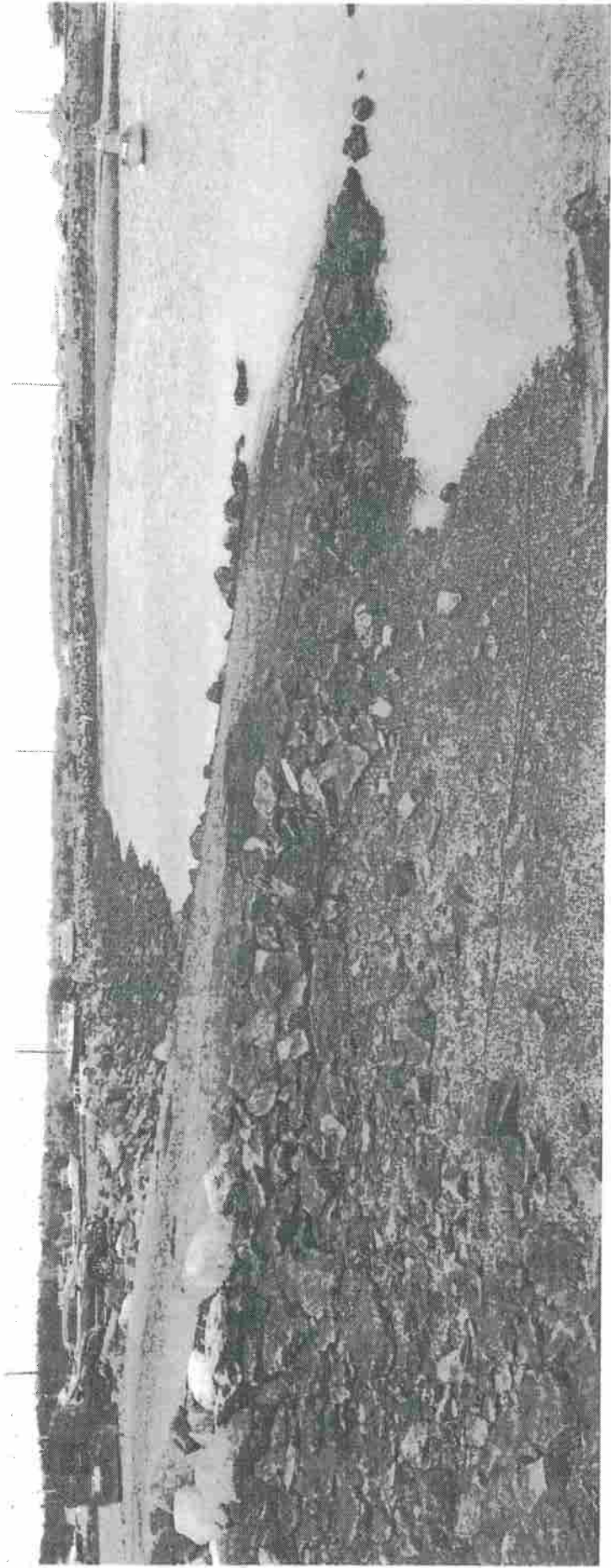
APPROVED
BY:  DATE: 6/7/18

Subtotal	910.94
Sales Tax	
Freight	P2007/47005/907
Total Invoice Amount	910.94
Payment/Credit Applied	
TOTAL	910.94

Check/Credit Memo No:








MOTION

Director Bohenko:

The Pease Development Board of Directors hereby approves the re-adoption to Administrative Rules Pda 300 PORT CAPTAINS, PILOTS AND PILOTAGE.

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 June 7, 2018, attached hereto.

N:\RESOLVES\2018\DPH-AdminRules300-Readopt 0618.docx

Date: June 7, 2018
To: Pease Development Authority, Board of Directors
From: Geno Marconi, Director 
Subject: Administrative Rules; Pda 300 Port Captains, Pilots and Pilotage

In accordance with RSA 12-G:42, (b) the Pease Development Authority (“PDA”), acting through its Division of Ports and Harbors, shall adopt rules pursuant to RSA 541-A, relative to PORT CAPTAINS, PILOTS AND PILOTAGE. The Administrative Rules Chapter Pda 300- Port Captains, Pilots and Pilotage (“Pda 300 Rules”) became effective April 1, 2011 and therefore will expire March 31, 2019, in accordance with RSA 541-A:17, I, no rule shall be effective for a period longer than eight (8) years.

In accordance with RSA 12-G:44, IV, the Division Director submitted the Initial Pda 300 Rules, to the Division of Ports and Harbors Advisory Council (“Council”) for consideration at the Council’s meeting on May 9, 2018. The Council voted to recommend that the PDA approve the proposed readoption of the Pda 300 Rules with no changes.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve and submit a Notice of Intent to readopt Pda 300 Rules as presented pursuant to RSA 541-A:6. Please note that the rules process does include ample opportunity for public hearings and comments.

CHAPTER Pda 300 PORT CAPTAINS, PILOTS AND PILOTAGE

PART Pda 301 DEFINITIONS

Pda 301.01 "Allision" means the running of one vessel into or against another vessel or object.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.02 "Coastwise vessel" means a vessel navigating the waters of the Atlantic Ocean or Gulf of Mexico exclusively between ports of the United States.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.03 "Deadweight capacity tonnage" means the weight per 1000 kilograms of cargo, stores, fuel, passengers and crew carried by a vessel when the vessel is loaded to its maximum summer loadline as indicated by the draft marks on a vessel.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.04 "Demurrage" means the sum fixed by a contract of carriage, or which is allowed, as remuneration to the owner of a vessel from the detention of the vessel beyond the number of days allowed by the charter party for loading and unloading or for sailing.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.05 "Emergency" means a situation that requires immediate action to protect the health and safety of individuals or to prevent damage to property or the environment, including, but not limited to:

- (a) Severe weather conditions; or
- (b) Deteriorating conditions on board a vessel that jeopardize its seaworthiness or the ability of the master of the vessel to control the vessel.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.06 "Exempt vessel" means a vessel:

- (a) The sole use of which is for fishing or for non-commercial pleasure;
- (b) That has a gross tonnage of 150 gross tons or less; or
- (c) Is a United States flagged coastwise vessel under direction and control of a federal pilot who is authorized to act as a pilot pursuant to 46 CFR 15.812 (10-01-09 edition).

Source. #7870, eff 4-12-03; amd by #8147, eff 8-28-04; ss by #9891-A, eff 4-1-11

Pda 301.07 "Federal pilot" means an individual who holds a valid pilot's license issued by the United States Coast Guard pursuant to 46 CFR 15.812 (10-01-09 edition).

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.08 "Gas freeing" means the removal of residual chemical or petroleum liquids and vapors from vessel compartments either by the removal of liquids with a hose and vacuum system or by the dilution of vapors.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.09 "Gross tons," means "gross tonnage" as calculated in accordance with 46 CFR Part 60 (10-01-01 edition).

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.10 "Incident" means any one of the following occurrences:

- (a) An accidental grounding;
- (b) An intentional grounding, collision, or allision that creates a hazard to navigation, the environment, or the safety of the vessel;
- (c) An unintentional collision or allision with any vessel or object;
- (d) Loss of life related to the operation of a vessel;
- (e) Serious physical injury related to the operation of a vessel;
- (f) Any occurrence resulting in damage to a vessel or other property which can reasonably be expected to be in excess of \$10,000, excluding the cost of salvage, cleaning, gas-freeing, dry docking, or demurrage; or
- (g) Any boarding or unboarding occurrence that places a pilot in peril.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.11 "Line of demarcation" means a line drawn from the southernmost tower on Gerrish Island, Maine charted in approximate position latitude 43° 04.0' N longitude 70° 41.2' W to Whaleback Light, thence to Jaffrey Point Light 2A, thence to the northeasternmost extremity of Frost Point.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.12 "Master of a vessel" means the person in command of a vessel.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.13 "Passage" means any instance of travel of a vessel under direction of a pilot between 2 points within the pilotage area.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.14 "Pilot" means an individual appointed by the authority as provided in RSA 12-G:47 and taken on board a vessel for the purpose of piloting the vessel.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.15 "Pilotage" means relating to the act of piloting a vessel.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.16 "Pilotage area" means an area landward of the line of demarcation, including, but not limited to, Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.17 "Piloted vessel" means a vessel that has a pilot on board who is piloting the vessel in the pilotage area.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.18 "Piloting" means the act of assisting the master of a vessel in navigating the vessel while it is underway in an area where a pilot is required.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 301.19 "Round-trip passage" means any combination of passages from the line of demarcation to Dover Point, New Hampshire and back to the line of demarcation.

Source. #7870, eff 4-12-03; renumbered by #8147 (formerly Pda 301.20); ss by #9891-A, eff 4-1-11

Pda 301.20 "Squat" means the bodily sinkage and change of trim, which are caused by the pressure distribution on the hull of the vessel, due to the relative motion of water and hull on a vessel underway.

Source. #7870, eff 4-12-03; renumbered by #8147 (formerly Pda 301.21); ss by #9891-A, eff 4-1-11

PART Pda 302 PORT CAPTAINS - RESERVED

Source. #7870, eff 4-12-03

PART Pda 303 PILOTS REQUIRED

Pda 303.01 Exempt Vessels; When Pilots Required.

(a) All vessels, except exempt vessels, shall be piloted at all times by a pilot when underway within the pilotage area.

(b) A pilot shall be required for a vessel within the pilotage area when the vessel is shifting at berth other than for normal mooring line adjustments due to tide and current fluctuations.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 304.01 Pilotage of Vessels.

(a) Each vessel of over 10,000 gross tons shall be piloted by a class I pilot as described in Pda 305.01(c).

(b) Each vessel from 150 to 10,000 gross tons shall be piloted by a class I or class II pilot as described in Pda 305.01(c).

(c) A vessel shall not enter the pilotage area if the pilot:

(1) Is unfamiliar with the tugboat(s), crew(s), or both, and determines that this unfamiliarity creates a potentially unsafe situation;

(2) Has reason to believe the tugboat(s) is inadequately maintained;

(3) Has reason to believe the crew(s) is inadequately trained; or

(4) Has reason to believe that it is unsafe for the pilot to pilot the vessel for any reason, as determined by the pilot.

(d) A vessel requiring a pilot in accordance with (a) or (b) above, engaged in towing and underway in the pilotage area, shall use an assist tug when transitioning between towing modes.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11; amd by #11159, eff 8-19-16

Pda 304.02 Pilot Conferences.

(a) When a pilot boards a vessel for the purpose of piloting the vessel, the pilot shall conduct, as soon as practicable upon boarding, a conference with the master of the vessel and other deck officers on watch on the vessel's bridge.

(b) During the conference required under (a) above:

(1) The pilot, the master of the vessel, and the deck officers in attendance shall review and identify the following:

- a. The pilot's proposed route through the pilotage area;
- b. The pilot's proposed course, speed, and squat;
- c. Any proposed special maneuvering of the piloted vessel required to transit the pilotage area or berth the piloted vessel; and
- d. Any other information deemed relevant by the pilot to promote the safety of the piloted vessel, other vessels in the pilotage area, or the public during transit of the pilotage area or berthing of the piloted vessel.

(2) The master of the vessel and deck officers shall inform the pilot of the status of all of the piloted vessel's safety and navigational equipment as well as the overall seaworthiness of the piloted vessel.

(c) If the pilot is informed by the master of the vessel of any safety or navigational equipment deficiencies of the piloted vessel or deficiencies in the overall seaworthiness of the piloted vessel, the pilot shall promptly notify the United States Coast Guard and the division of such deficiencies. Upon notification of such deficiencies, the pilot shall determine if the vessel shall enter the pilotage area.

(d) The pilot shall transmit in writing to the United States Coast Guard and the division, within 7 days of the initial report from the master of the vessel, a list and description of each of the deficiencies reported pursuant to Pda 304.02(c).

(e) The pilot shall maintain a log summarizing the information obtained during the conference required pursuant to Pda 304.02(a) and (b) above, including at a minimum the information required pursuant to Pda 304.02(b)(1) and the list of equipment deficiencies identified pursuant to Pda 304.02(c).

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

PART Pda 305 APPOINTMENT OF PILOTS; EXPIRATION OR TERMINATION OF APPOINTMENT

Pda 305.01 Appointment, Commissioning, and Removal of Pilots.

(a) Pursuant to RSA 12-G:47, pilots shall serve at the pleasure of the authority. Appointment as a pilot by the authority constitutes a privilege and does not convey any property rights of any sort or any exclusive privilege, except as otherwise provided in Pda 300.

(b) The authority shall appoint, reappoint, and remove pilots, temporary pilots, and emergency pilots as provided in RSA 12-G:47 and Pda 300.

(c) Pilots shall be appointed as:

(1) Class I pilots who shall be authorized to pilot vessels over 10,000 gross tons or any vessel that could be piloted by a class II pilot;

(2) Class II pilots who shall be authorized to pilot vessels from 150 to 10,000 gross tons;

(3) Class I temporary pilots who shall be authorized to pilot vessels over 10,000 gross tons on a passage-by-passage basis for a limited number of passages as specified in the temporary pilot's commission;

(4) Class II temporary pilots who shall be authorized to pilot vessels from 150 to 10,000 gross tons on a passage-by-passage basis for a limited number of passages as specified in the temporary pilot's commission; or

(5) Emergency pilots who shall be authorized to pilot any vessel with the prior express permission of the authority, the authority's designee, or the division director.

(d) An initial appointment or reappointment as a pilot under Pda 305.01 shall expire on the same date as the federal license or credential required under Pda 305.06(b)(2)a. if not previously revoked, suspended, or otherwise terminated pursuant to Pda 309.01 - Pda 309.03. Prior to expiration of an initial appointment, a pilot may seek reappointment as a pilot in accordance with Pda 305.03. No person shall have any right to appointment or reappointment as a pilot. All pilot appointments and reappointments are subject to the pleasure of the authority.

(e) The authority shall appoint Class I and Class II temporary pilots only in circumstances in which sufficient Class I or Class II pilots are not available for any reason, and an emergency appointment under Pda 305.01(f) is not necessary. A temporary appointment shall terminate once the vessel piloted by a temporary pilot has completed the passage or passages through the pilotage area for which the temporary pilot appointment was approved.

(f) If an emergency exists and sufficient pilots are unavailable, emergency pilot appointments shall be made in accordance with Pda 305.05 by the division director, or, if the division director is unavailable, by the authority, acting through its designee. An emergency appointment shall terminate upon notification to the emergency pilot from the authority, the authority's designee, or the division director that an emergency no longer exists.

(g) In order to provide for the transition of state pilot licenses in effect on the 2011 effective date of this paragraph to the expiration system based on the federal license or credential under paragraph (d) above, the division shall extend an annual license issued under Pda 305 in effect on the effective date of this paragraph until the anniversary date of the federal license or credential required under Pda 305.06(b)(2)a., provided that:

(1) The federal license or credential is current and in good standing;

(2) No action has been taken against the pilot under the federal license or credential; and

(3) Grounds for suspension or revocation under Pda 309.02 do not exist.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.02 Pilot Requirements for Initial Appointment as Class I or II Pilot. Any person seeking an initial appointment as a pilot shall:

(a) Submit to the division a completed application form as described in Pda 306.01 including all required certifications; and

(b) Meet the requirements set forth in Pda 305.06 and Pda 305.07.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.03 Pilot Requirements for Reappointment as a Class I or II Pilot. Any person seeking reappointment as a pilot shall:

(a) Have served an initial term of appointment as a Class I or Class II pilot;

(b) Submit to the division a completed application form as described in Pda 306.02, including all required certifications, so that the application is received by the division at least 60 days prior to the expiration of the pilot's current appointment, if the pilot is requesting that the authority act on the request for reappointment prior to the expiration of the pilot's current appointment; and

(c) Meet the requirements set forth in Pda 305.06 and Pda 305.08, except Pda 305.06(b)(5) and (7).

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.04 Pilot Requirements for Appointment as a Class I or II Temporary Pilot. Any person seeking an appointment as a temporary pilot shall:

(a) Submit to the division a completed application form, as described in Pda 306.03, including all required certifications; and

(b) Meet the requirements set forth in Pda 305.06(b)(1), (2), (4), (6), and (7).

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.05 Pilot Requirements for Appointment as an Emergency Pilot: Waiver.

(a) If the division director or the authority's designee determines that an emergency exists requiring the appointment of an emergency pilot, any person seeking an appointment as an emergency pilot shall:

(1) Be appointed only if the pilot would be acting within the scope of his or her federal license; and

(2) Meet the requirements set forth in Pda 305.06.

(b) Without a showing of further cause by the applicant, in an emergency, the division director or the authority's designee shall waive any of the requirements established under Pda 305.06 that do not conflict with federal pilot regulations, if the division director or the authority's designee determines that an emergency requires the appointment of an emergency pilot and a waiver of any of the requirements established under Pda 305.06.

(c) Before appointing the emergency pilot, the division director or the authority's designee shall orally question the proposed pilot to determine which specific qualifications, if any, established under Pda 305.06 the proposed pilot does not meet.

(d) The division director or the authority's designee shall make an emergency pilot appointment requiring a waiver of any of the requirements established under Pda 305.06, after determining that:

(1) The proposed pilot is the best qualified person available for appointment as an emergency pilot; and

(2) The emergency circumstances require that the proposed pilot be appointed, in order to protect the health and safety of individuals or to prevent damage to property or the environment.

(e) When the division director or the authority's designee determines that the emergency is over, that person shall orally notify the emergency pilot of the termination of the pilot's appointment as an emergency pilot.

(f) A copy of any report regarding appointment of an emergency pilot submitted by the division director or the authority's designee shall be provided to the person who held the emergency pilot appointment.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.06 Minimum Requirements for Pilot Appointment or Reappointment.

(a) Any appointment or reappointment as a pilot under Pda 305 shall be subject to the pleasure of the authority.

(b) At a minimum, no applicant for appointment or reappointment as a pilot under Pda 305 shall receive an appointment, except as otherwise provided in Pda 305.03(c) and 305.04(b), unless at the time of the application for appointment or reappointment, the applicant shall:

(1) Be a citizen of the United States;

(2) Hold:

a. A valid license or merchant mariner credential issued by the Coast Guard as master or mate, for ocean, near coastal or inland, for vessels over 1,600 gross tons;

b. A valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;

c. A valid Coast Guard radar-observer endorsement; and

d. A bridge resource management certificate from a course approved by the Coast Guard;

(3) Provide the division with:

a. A copy of the pilot's current medical certificate issued by the Coast Guard; and

b. Documentation that the pilot has complied with the test for dangerous drugs under 46 CFR 16.220 (10-1-14 edition) or that the applicant otherwise met, under 46 CFR 16.230 (10-1-14 edition), the Coast Guard's requirements for random testing;

(4) Be of good professional character by certifying that the applicant has not ever:

a. Been convicted by any court, including a military court, of an offense, other than a minor traffic violation, which conviction has not been annulled;

- b. Been convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving or racing on a highway or public street or operating a motor vehicle while under the influence, or impaired by, alcohol or a controlled drug or substance;
- c. Had a driver's license suspended or revoked for refusing to submit to an alcohol or drug test;
- d. Received a Coast Guard letter of warning or been assessed a civil or administrative penalty by a federal or state agency or by a court of competent jurisdiction for violation of maritime or environmental laws; and
- e. Voluntarily surrendered or had any Coast Guard license revoked or suspended.

(5) Be of good professional character as attested by recommendations from at least 2 persons holding a valid Coast Guard master or mate's license attesting that the applicant is of good professional character;

(6) Have knowledge of and training on vessels in the pilotage area sufficient to pilot non-exempt vessels of the tonnage for which the applicant is seeking appointment in a competent and safe manner within the pilotage area; and

(7) Present a recommendation from at least one pilot appointed by the Pease development authority or the former New Hampshire state port authority attesting that the applicant has demonstrated knowledge of the pilotage area and ability to pilot vessels within the pilotage area sufficient to pilot in a competent and safe manner within the pilotage area non-exempt vessels of the tonnage for which the applicant is seeking appointment.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11; amd by #11159, eff 8-19-16; amd by #11159, eff 8-19-16

Pda 305.07 Passage Requirements for Initial Appointment. In addition to the requirements of Pda 305.06, an applicant for an initial appointment shall provide proof in accordance with Pda 306.01(f)(7) that:

(a) The applicant has made a minimum of 100 round-trip passages in the 36 months preceding the date of receipt of the application by the division as a pilot trainee in the wheelhouse under the direction and control of a pilot appointed pursuant to RSA 12-G:47 or former RSA 271-A:5;

(b) At a minimum, 25 of the required 100 round-trip passages under (a) above were passages made during the hours of darkness;

(c) At a minimum, 30 of the required 100 round-trip passages under (a) above were made in the 12 months preceding the date of receipt of the application by the division; and

(d) Each round-trip passage under (a), (b), and (c) above was made in a vessel applicable to the class of appointment for which the applicant is applying.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.08 Pilot Reappointment and Annual Passage Requirements. An applicant for reappointment by the authority and a pilot certifying passage requirements under Pda 305.09 shall certify that he or she:

(a) Has made a minimum of 4 round-trip passages in the 12 months preceding the date of the yearly anniversary of the pilot's appointment or reappointment;

(b) Has made, at a minimum, one of the required 4 round-trip passages under (a) above during the hours of darkness;

(c) Has made each passage under (a) and (b) above aboard a vessel requiring a pilot and on which the applicant was acting as the vessel's pilot; and

(d) Has made each passage under (a) and (b) above in a vessel applicable to the pilot's class of appointment.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 305.09 Required Annual Certifications.

(a) During a term of appointment and within 90 days prior to the yearly anniversary of a pilot's appointment or reappointment, the pilot shall:

(1) Certify that:

- a. The federal license required under Pda 305.06(b) is current and in good standing;
- b. No action has been taken against the pilot's federal license required under Pda 305.06(b);
- c. The individual's state driver's license is current and valid;
- d. No action has been taken against the individual's state driver's license; and
- e. The individual has met the passage requirements of Pda 305.08; and

(2) Provide the division with a copy of a letter from the Coast Guard certifying that the following were received, accepted, reviewed, and determined to be satisfactorily completed by the Coast Guard:

- a. A copy of the pilot's current medical certificate issued by the Coast Guard; and
- b. Documentation that the pilot has complied with the test for dangerous drugs under CFR 16.220 (10.1.14 edition) or that the applicant otherwise met, under 46 CFR 12.230 (10-1-14 edition), the Coast Guard's requirements for random testing.

(b) Failure to submit the annual certifications required under (a) above shall result in the following:

- (1) The pilot's license under Pda 305 shall become invalid and remain invalid until the pilot provides the required certifications, provided that the certifications are received by the division no later than 30 days after the license becomes invalid;
- (2) If the division receives the required certifications 30 days after the license became invalid, the license shall become valid upon receipt of the certifications; and
- (3) If a pilot does not submit the required certifications within the time required under (1) above, the license shall expire.

Source. #9891-A, eff 4-1-11; amd by #11159, eff 8-19-16

PART Pda 306 FORMS

Pda 306.01 Application Form for Initial Pilot Appointment.

(a) Each person seeking an initial appointment as a pilot shall complete an application form for initial appointment provided by the division and deliver or mail the completed application to:

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

(b) The applicant shall provide the following on the application form for initial appointment:

- (1) The applicant's full legal name;
- (2) The applicant's maiden name or other names used by the applicant, if applicable;
- (3) The applicant's date and place of birth;
- (4) The address of the applicant's residence, including:
 - a. Street and number;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (5) Mailing address, if different from residence address;
- (6) The applicant's home telephone number;
- (7) The applicant's mobile/cell telephone number, if the applicant has a mobile/cell telephone;
- (8) The applicant's fax number, if the applicant has a fax machine;
- (9) The applicant's e-mail address, if the applicant has an e-mail address;
- (10) The name of and information required under (4) - (9) relating to the applicant's business, if applicable;
- (11) The class of pilot licensure for which the applicant is applying;
- (12) The applicant's employment history relating to piloting or operation of vessels within the past 5 years, including:
 - a. The name and address of any previous employer;
 - b. Where and when the applicant was employed;
 - c. The type and gross tonnage of vessels on which the applicant was employed; and
 - d. The positions held and the dates when the positions were held under previous employers;
- (13) A list of harbor areas where the applicant has served as pilot, including a description of any special navigational features associated with each harbor area, including, but not limited to:

- a. Exceptional currents or tides; or
- b. Difficult navigational obstructions; and

(14) A description of the training the applicant has received pertaining to pilotage skills.

(c) The applicant shall indicate on the application whether the applicant:

(1) Was ever convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use or sale of marijuana, which conviction has not been annulled;

(2) Has ever tested positive for a controlled drug, including marijuana, within the past 180 days, or has ever refused a test for a controlled drug;

(3) Was ever convicted by any court, including a military court, for an offense other than a minor traffic violation, which conviction has not been annulled;

(4) Was ever convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of or impaired by alcohol or a controlled drug;

(5) Has ever had his or her driver's license revoked or suspended for refusing to submit to an alcohol or drug test;

(6) Was ever given a Coast Guard Letter of Warning or assessed a civil or administrative penalty by a federal or state agency or a court of competent jurisdiction for violation of maritime or environmental laws; and

(7) Has ever had any Coast Guard license or document voluntarily surrendered, revoked, or suspended.

(d) If there is an affirmative response to any of the items listed in subparagraphs (c)(1) - (7) above, the applicant shall attach an explanatory statement(s) to the application. If the applicant responds affirmatively to:

(1) Subparagraph (c)(1), the applicant shall attach a statement describing the violation and sentence;

(2) Subparagraph (c)(2), the applicant shall attach a statement explaining the circumstances of such refusal or positive drug test result;

(3) Subparagraph (c)(3) or (4), the applicant shall attach copies of any court order or judgment rendered;

(4) Subparagraph (c)(5), the applicant shall attach a statement describing the grounds for the revocation and conviction, and supply the name of the state issuing the license;

(5) Subparagraph (c)(6), the applicant shall attach a copy of the Letter of Warning and/or penalty assessment; and

(6) Subparagraph (c)(7), the applicant shall attach a statement describing the action taken by the Coast Guard and the reasons for the action;

(e) The applicant shall sign and date the application form, indicating agreement to the following statement relating to (d) above:

“I have attached a statement of explanation for all areas marked “yes” above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution. I understand that failure to answer every question may delay my application.”

(f) The applicant shall include, as part of the application:

(1) A copy of a government-issued photo identification card of the applicant, such as a:

- a. State-issued driver’s license;
- b. Merchant Marine identification document; or
- c. Valid United States passport;

(2) A certified copy of the applicant’s current license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes the applicant’s:

- a. Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
- b. Valid Coast Guard radar-observer endorsement; and
- c. Bridge resource management certificate from a course approved by the Coast Guard;

(3) A copy of the record of any appointment granted to the applicant by the Pease development authority or the former New Hampshire port authority;

(4) A copy of the applicant’s military record, if the applicant has such a record;

(5) At least 2 letters attesting to applicant’s professional character from persons who hold a valid Coast Guard master or mate’s license;

(6) At least one letter of recommendation prepared in accordance with Pda 305.06(b)(7) from a pilot appointed by the Pease development authority or the former New Hampshire port authority; and

(7) Documentation that the applicant has met the passage requirements of Pda 305.07, including:

- a. Description of the pilotage route for each passage;
- b. The name, gross tonnage and official number, if applicable, of the vessel on which each passage was made;
- c. The inbound or outbound beginning and ending times for each passage; and
- d. Certifying signatures of the master of the vessel and the pilot for each passage.

(g) The applicant shall certify whether or not the applicant:

(1) Is a citizen of the United States of America;

- (2) Was ever refused an authorization to pilot a vessel;
- (3) Was ever convicted of a felony or misdemeanor, which has not been annulled;
- (4) Was ever treated by a physician for drug or alcohol addiction or abuse;
- (5) Was ever hospitalized for any mental or emotional illness within the past year;
- (6) Has ever had a mental or physical illness or disability that restricted the applicant's ability to operate as a pilot for more than 30 days;
- (7) Has ever held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked; and
- (8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:
 - a. Valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
 - b. Valid Coast Guard radar-observer endorsement; and
 - c. Bridge resource management certificate from a course approved by the Coast Guard.

(h) An applicant unable to certify a true answer for any item in subparagraphs (g)(1) - (8) shall submit an explanatory report that includes:

- (1) A complete explanation of the circumstances which cause any statement in subparagraphs (g)(1) - (8) to be untrue; and
- (2) For each circumstance which causes a statement in subparagraphs (g)(1) - (8) to be untrue, an explanation as to why the authority should not find it to be grounds for denying the applicant's appointment as a pilot.

(i) The form shall then be signed and dated. By signing the application form, the applicant shall certify that the information provided in the application is true, to the best of the applicant's knowledge.

(j) The form shall contain the following certification language:

"I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information."

(k) The application shall require the applicant to separately sign and date a release authorization for a background investigation, as follows:

"To all courts, probation departments, Selective Service boards, employers, physicians, health care facilities, health care providers, educational institutions, and government, including all agencies and departments thereof:

I, _____, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent

or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary.”

Source. #7870, eff 4-12-03; ss by 9891-B, eff 4-1-11; amd by #11159, eff 8-19-16

Pda 306.02 Application Form for Pilot Reappointment.

(a) Each person seeking reappointment as a pilot shall complete an application for reappointment provided by the division and deliver or mail the completed application to:

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

(b) The applicant shall provide the following on the application for reappointment:

- (1) The applicant’s full legal name;
- (2) The applicant’s maiden name or other names used by the applicant, if applicable;
- (3) The applicant’s date and place of birth;
- (4) The address of the applicant’s residence, including:
 - a. Street number and name;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (5) Mailing address, if different from residence address;
- (6) The applicant’s home telephone number;
- (7) The applicant’s mobile/cell telephone number, if the applicant has a mobile/cell telephone;
- (8) The applicant’s fax number, if the applicant has a fax machine;
- (9) The applicant’s e-mail address, if the applicant has an e-mail address;
- (10) The name of and information required under (4) – (9) relating to the applicant’s business, if applicable;
- (11) The class of pilot licensure for which the applicant is applying;
- (12) The applicant’s employment history relating to piloting or operation of vessels within the past 5 years, including:
 - a. The name and address of any previous employer;
 - b. Where and when the applicant was employed;
 - c. The type and gross tonnage of vessels on which the applicant was employed; and

d. The positions held and the dates when the positions were held under previous employers;

(13) A list of harbor areas where the applicant has served as pilot, including a description of any special navigational features associated with each harbor area, including, but not limited to:

a. Exceptional currents or tides; or

b. Difficult navigational obstructions; and

(14) A description of the training the applicant has received pertaining to pilotage skills.

(c) The applicant shall indicate on the application whether the applicant:

(1) Was ever convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use or sale of marijuana, which conviction has not been annulled;

(2) Has ever tested positive for a controlled drug, including marijuana, within the past 180 days, or has ever refused a test for a controlled drug;

(3) Was ever convicted by any court, including a military court, for an offense other than a minor traffic violation, which conviction has not been annulled;

(4) Was ever convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of or impaired by alcohol or a controlled drug;

(5) Has ever had his or her driver's license revoked or suspended for refusing to submit to an alcohol or drug test;

(6) Was ever given a Coast Guard Letter of Warning or been assessed a civil or administrative penalty by a federal or state agency or a court of competent jurisdiction for violation of maritime or environmental laws; and

(7) Has ever had any Coast Guard license or document voluntarily surrendered, revoked, or suspended.

(d) If there is an affirmative response to any of the items listed in subparagraphs (c)(1) – (7) above, the applicant shall attach an explanatory statement(s) to the application. If the applicant responds affirmatively to:

(1) Subparagraph (c)(1), the applicant shall attach a statement describing the violation and sentence;

(2) Subparagraph (c)(2), the applicant shall attach a statement explaining the circumstances of such refusal or positive drug test result;

(3) Subparagraph (c)(3) or (4), the applicant shall attach copies of any court order or judgment rendered;

(4) Subparagraph (c)(5), the applicant shall attach a statement describing the grounds for the revocation and conviction, and supply the name of the state issuing the license;

(5) Subparagraph (c)(6), the applicant shall attach a copy of the Letter of Warning and/or penalty assessment; and

(6) Subparagraph (c)(7), the applicant shall attach a statement describing the action taken by the Coast Guard and the reasons for the action;

(e) The applicant shall sign and date the application form, indicating agreement to the following statement relating to (d) above:

“I have attached a statement of explanation for all areas marked “yes” above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution. I understand that failure to answer every question may delay my application.”

(f) The applicant shall include, as part of the application:

(1) A copy of a government-issued photo identification card of the applicant, such as a:

- a. State-issued driver’s license;
- b. Merchant Marine identification document; or
- c. Valid United States passport;

(2) A certified copy of the applicant’s current license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes the applicant’s:

- a. Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
- b. Valid Coast Guard radar-observer endorsement; and
- c. Bridge resource management certificate from a course approved by the Coast Guard;

(3) A copy of the record of any appointment granted to the applicant by the Pease development authority or the former New Hampshire port authority;

(4) A copy of the applicant’s military record, if the applicant is currently in the military or was in the military during the term of the applicant’s most recent appointment as a pilot; and

(5) Documentation that the applicant has met the passage requirements of Pda 305.08, including:

- a. Description of the pilotage route for each passage;
- b. The name, gross tonnage and official number, if applicable, of the vessel on which each passage was made;
- c. The inbound or outbound beginning and ending times for each passage; and
- d. Certifying signatures of the master of the vessel and the pilot for each passage.

(g) The applicant shall certify whether or not the applicant:

(1) Is a citizen of the United States of America;

- (2) Was ever refused an authorization to pilot a vessel;
- (3) Was ever convicted of a felony or misdemeanor, which has not been annulled;
- (4) Was ever treated by a physician for drug or alcohol addiction or abuse;
- (5) Was ever hospitalized for any mental or emotional illness within the past year;
- (6) Has ever had a mental or physical illness or disability that restricted the applicant's ability to operate as a pilot for more than 30 days;
- (7) Has ever held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked; and
- (8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:
 - a. Valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
 - b. Valid Coast Guard radar-observer endorsement; and
 - c. Bridge resource management certificate from a course approved by the Coast Guard;

(h) An applicant unable to certify a true answer for any item in subparagraphs (g)(1) – (8) shall submit an explanatory report that includes:

- (1) A complete explanation of the circumstances which cause any statement in subparagraphs (g)(1) – (8) to be untrue; and
- (2) For each circumstance which causes a statement in subparagraphs (g)(1) – (8) to be untrue, an explanation as to why the authority should not find it to be grounds for denying the applicant's appointment as a pilot.

(i) The form shall then be signed and dated. By signing the application form, the applicant shall certify that the information provided in the application is true, to the best of the applicant's knowledge.

(j) The form shall contain the following certification language:

"I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information."

(k) The application shall require the applicant to separately sign and date a release authorization for a background investigation, as follows:

"To all courts, probation departments, Selective Service boards, employers, physicians, health care facilities, health care providers, educational institutions, and government, including all agencies and departments thereof:

I, _____, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent

or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary.”

Source. #7870, eff 4-12-03; ss by 9891-B, eff 4-1-11; amd by #11159, eff 8-19-16

Pda 306.03 Application Form for Temporary Pilot Appointment.

(a) Each person seeking an appointment as a temporary pilot shall complete an application form provided by the division and deliver or mail the completed application to:

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

(b) The applicant shall provide the following on the application form for temporary pilot appointment:

- (1) The applicant’s full legal name;
- (2) The applicant’s maiden name or other names used by the applicant, if applicable;
- (3) The applicant’s date and place of birth;
- (4) The address of the applicant’s residence, including:
 - a. Street number and name;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (5) Mailing address, if different from residence address;
- (6) The applicant’s home telephone number;
- (7) The applicant’s mobile/cell telephone number, if the applicant has a mobile/cell telephone;
- (8) The applicant’s fax number, if the applicant has a fax machine;
- (9) The applicant’s e-mail address, if the applicant has an e-mail address;
- (10) The name of and information required under (4) - (9) relating to the applicant’s business, if applicable;
- (11) The class of pilot licensure for which the applicant is applying;
- (12) The applicant’s employment history relating to piloting or operation of vessels within the past 5 years, including:
 - a. The name and address of any previous employer;
 - b. Where and when the applicant was employed;

- c. The type and gross tonnage of vessels on which the applicant was employed; and
- d. The positions held and the dates when the positions were held under previous employers;

(13) A list of harbor areas where the applicant has served as pilot, including a description of any special navigational features associated with each harbor area, including, but not limited to:

- a. Exceptional currents or tides; or
- b. Difficult navigational obstructions; and

(14) A description of the training the applicant has received pertaining to pilotage skills.

(c) The applicant shall indicate on the application whether the applicant:

(1) Was ever convicted of violating a controlled drug law of the United States, District of Columbia, or any state, or territory of the United States, including NH RSA 318-B, Controlled Drug Act, and laws relating to possession, use or sale of marijuana, which conviction has not been annulled;

(2) Has ever tested positive for a controlled drug, including marijuana, within the past 180 days, or has ever refused a test for a controlled drug;

(3) Was ever convicted by any court, including a military court, for an offense other than a minor traffic violation, which conviction has not been annulled;

(4) Was ever convicted of a traffic violation, which conviction has not been annulled, arising in connection with a fatal traffic accident, reckless driving, racing on the highway, or operating a motor vehicle while under the influence of or impaired by alcohol or a controlled drug;

(5) Has ever had his or her driver's license revoked or suspended for refusing to submit to an alcohol or drug test;

(6) Was ever given a Coast Guard Letter of Warning or been assessed a civil or administrative penalty by a federal or state agency or a court of competent jurisdiction for violation of maritime or environmental laws; and

(7) Has ever had any Coast Guard license or document voluntarily surrendered, revoked, or suspended.

(d) If there is an affirmative response to any of the items listed in subparagraphs (c)(1) - (7) above, the applicant shall attach an explanatory statement(s) to the application. If the applicant responds affirmatively to:

(1) Subparagraph (c)(1), the applicant shall attach a statement describing the violation and sentence;

(2) Subparagraph (c)(2), the applicant shall attach a statement explaining the circumstances of such refusal or positive drug test result;

(3) Subparagraph (c)(3) or (4), the applicant shall attach copies of any court order or judgment rendered;

- (4) Subparagraph (c)(5), the applicant shall attach a statement describing the grounds for the revocation and conviction, and supply the name of the state issuing the license;
 - (5) Subparagraph (c)(6), the applicant shall attach a copy of the Letter of Warning and/or penalty assessment; and
 - (6) Subparagraph (c)(7), the applicant shall **attach** a statement describing the action taken by the Coast Guard and the reasons for the action;
- (e) The applicant shall sign and date the application form, indicating agreement to the following statement relating to (d) above:

“I have attached a statement of explanation for all areas marked “yes” above. I have signed this section with full understanding that a false statement is a basis for denial of the application as well as criminal prosecution. I understand that failure to answer every question may delay my application.”

- (f) The applicant shall include, as part of the application:
- (1) A copy of a government-issued photo identification card of the applicant, such as a:
 - a. State-issued driver’s license;
 - b. Merchant Marine identification document; or
 - c. Valid United States passport;
 - (2) A certified copy of the applicant’s current license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes the applicant’s:
 - a. Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
 - b. Valid Coast Guard radar-observer endorsement; and
 - c. Bridge resource management certificate from a course approved by the Coast Guard;
 - (3) A copy of the record of any appointment granted to the applicant by the Pease development authority or the former New Hampshire port authority;
 - (4) A copy of the applicant’s military record, if the applicant is currently in the military or was in the military during the term of the applicant’s most recent appointment as a pilot; and
 - (5) At least one letter of recommendation prepared in accordance with Pda 305.06(b)(7) from a pilot appointed by the Pease development authority or the former New Hampshire port authority.
- (g) The applicant shall certify whether or not the applicant:
- (1) Is a citizen of the United States of America;
 - (2) Was ever refused an authorization to pilot a vessel;
 - (3) Was ever convicted of a felony or misdemeanor, which has not been annulled;

- (4) Was ever treated by a physician for drug or alcohol addiction or abuse;
- (5) Was ever hospitalized for any mental or emotional illness within the past year;
- (6) Has ever had a mental or physical illness or disability that restricted the applicant's ability to operate as a pilot for more than 30 days;
- (7) Has ever held an authorization to pilot vessels in New Hampshire or any other state or jurisdiction that has been suspended or revoked; and
- (8) Holds a valid license issued by the Coast Guard as master or mate, for ocean, near coastal, or inland, for vessels over 1,600 gross tons that includes a:
 - a. Valid Coast Guard pilotage endorsement for Portsmouth Harbor and the Piscataqua River up to and including Dover Point, New Hampshire;
 - b. Valid Coast Guard radar-observer endorsement; and
 - c. Bridge resource management certificate from a course approved by the Coast Guard;

(h) An applicant unable to certify a true answer for any item in subparagraphs (g)(1) – (8) shall submit an explanatory report that includes:

- (1) A complete explanation of the circumstances which cause any statement in subparagraphs (g)(1) – (8) to be untrue; and
- (2) For each circumstance which causes a statement in subparagraphs (g)(1) – (8) to be untrue, an explanation as to why the authority should not find it to be grounds for denying the applicant's appointment as a pilot.

(i) The form shall then be signed and dated. By signing the application form, the applicant shall certify that the information provided in the application is true, to the best of the applicant's knowledge.

(j) The form shall contain the following certification language:

"I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information."

(k) The application shall require the applicant to separately sign and date a release authorization for a background investigation, as follows:

"To all courts, probation departments, Selective Service boards, employers, physicians, health care facilities, health care providers, educational institutions, and government, including all agencies and departments thereof:

I, _____, as an applicant for appointment by the Pease Development Authority as a pilot of vessels, have hereby authorized the Pease Development Authority to conduct an investigation into my background for the purpose of determining my suitability and eligibility for such appointment. You are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an appropriate employee, agent or representative of the Pease Development Authority. This authorization shall supersede and countermand any prior request or authorization to the contrary."

Source. #7870, eff 4-12-03; ss by #9891-B, eff 4-1-11; amd by #11159, eff 8-19-16

Pda 306.04 Updating of Certain Information Provided on Application Forms Required. In order to maintain updated contact and business information with the division, any person appointed as a pilot under Pda 305.01 shall notify the division in writing, within 30 days of the change, of any changes to information provided on an application form under Pda 306.01(b)(4)-(10), Pda 306.02(b)(4)-(10), and Pda 306.03(b)(4)-(10).

Source. #9891-A, eff 4-1-11

PART Pda 307 DECISION; GROUNDS FOR DENIAL OF APPOINTMENTS AND REAPPOINTMENTS; APPEAL

Pda 307.01 Application Decision. The authority shall take action on any application for appointment or reappointment as a pilot no later than 60 days from the receipt of a complete application. All decisions of the authority approving or denying an application for appointment or reappointment shall be in writing. If an application for appointment or reappointment as a pilot is denied, the applicant may appeal that decision to the board.

Source. #7870, eff 4-12-03; #ss by #9891-A, eff 4-1-11

Pda 307.02 Grounds for Denial. The authority shall deny an application for an initial appointment, reappointment, or temporary appointment if the authority determines that:

- (a) The applicant or the application fails to meet or comply with any requirement of Pda 305 applicable to the type and class of appointment for which the applicant has submitted an application;
- (b) The applicant fails to submit any information requested by the authority necessary to evaluate the applicant's fitness for appointment as a pilot;
- (c) The physical health of the applicant, as a result of a physical condition or the use of drugs, including alcohol, or any other substance, is such that the applicant is not physically capable of competently exercising or performing the functions, duties, and responsibilities of a pilot without creating an unreasonable risk of harm to the applicant, the environment, or the person or property of others;
- (d) The mental or emotional health of the applicant, as a result of a mental or emotional condition or the use of drugs, including alcohol, or any other substance, is such that the applicant is not competent to exercise or is unable to perform the functions, duties, and responsibilities of a pilot without creating an unreasonable risk of harm to the applicant, the environment, or the person or property of others;
- (e) The applicant has been convicted of a criminal act, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties and responsibilities of a pilot, as determined by the authority;
- (f) The applicant has submitted false or misleading information as part of the person's application for appointment as a pilot or has otherwise engaged in conduct involving dishonesty or misrepresentation, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties and responsibilities of a pilot; or
- (g) The authority determines that making the requested appointment is not necessary to ensure an adequate number of pilots.

Source. #7870, eff 4-12-03; #ss by #9891-A, eff 4-1-11

PART Pda 308 ABSENCE FROM PILOTAGE AREA

Pda 308.01 Submission of Written Request.

(a) A pilot shall request in writing to the authority to receive approval to be absent from the pilotage area for a period of more than 60 days without termination of the pilot's appointment.

(b) The written request shall include:

- (1) The time period that the pilot will be away from the pilotage area; and
- (2) The reason(s) that the pilot will be away from the pilotage area.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 308.02 Denial.

(a) The authority shall deny the pilot's request under Pda 308.01 if the authority determines that, if the request were granted, there would be insufficient pilots available to safely manage vessels in the pilotage area.

(b) If the authority denies the pilot's request under Pda 308.01 to be absent from the pilotage area, the reasons for denial shall be stated in writing.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 308.03 Request for Reconsideration. If a written request submitted pursuant to Pda 308.01 is denied by the authority, the pilot may request the authority to reconsider its decision and may request a hearing. If the pilot includes a request for a hearing in his or her request for reconsideration, the authority shall provide the pilot with a hearing before the board.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 308.04 Termination of Appointment. The appointment of any pilot absent from the pilotage area for more than 60 days without the written permission of the authority shall be automatically terminated.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 308.05 Extended Absence from Pilotage Area. A pilot who has been absent from the pilotage area for more than 180 days with the permission of the authority shall notify the authority in writing of the pilot's intention to return to the pilotage area, including the proposed date of return, and shall make as many trips under the supervision of a pilot as the authority determines are necessary to refamiliarize the pilot with the pilotage area.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

PART Pda 309 SUSPENSION AND REVOCATION OF APPOINTMENT; APPEAL

Pda 309.01 Suspension or Revocation of Federal License: Pilot Required to Notify Division.

(a) Any pilot whose federal license as required by Pda 305.06(b) is suspended or revoked for any reason shall immediately notify the division of the suspension or revocation.

(b) The appointment of any pilot under Pda 305 whose federal license as required by Pda 305.06(b) is suspended or revoked for any reason shall be subject to immediate and automatic suspension or revocation on the same terms and conditions as the suspension or revocation of the federal license.

(c) Suspension or revocation of the pilot's appointment shall be co-terminus with the suspension or revocation of the pilot's federal license, including immediate and automatic reinstatement of the pilot's appointment on the same terms and conditions as any reinstatement of the pilot's federal license.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 309.02 Grounds for Suspension or Revocation. The authority shall suspend or revoke a pilot's appointment, subject to such conditions as the authority deems necessary to protect the safety of vessels in the pilotage area, public health, property or the environment, if the authority finds that:

(a) The pilot fails to meet or comply with any requirement of Pda 305 applicable to the type and class of appointment for which the pilot has received an appointment;

(b) The physical health of the pilot is such, as a result of a physical condition or the use of drugs, including alcohol, or any other substance, that the pilot is not physically capable of competently exercising or performing the functions, duties, and responsibilities of a pilot without creating an unreasonable risk of harm to the pilot, the environment, or the person or property of others;

(c) The mental or emotional health of the pilot is such, as a result of a mental or emotional condition or the use of drugs, including alcohol, or any other substance, that the pilot is not competent to exercise or is unable to perform the functions, duties and responsibilities of a pilot without creating an unreasonable risk of harm to the pilot, the environment or the person or property of others;

(d) The pilot has been convicted of a criminal act, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties and responsibilities of a pilot;

(e) The pilot has submitted false or misleading information as part of his or her application for appointment as a pilot or has otherwise engaged in conduct involving dishonesty or misrepresentation, the facts and circumstances of which bear a demonstrable relationship to the exercise or performance of the functions, duties, and responsibilities of a pilot;

(f) The pilot, when requested to provide information to the authority or the division required under RSA 12-G or any rule of the authority, has failed to provide such information;

(g) The pilot has failed to exercise or perform the functions, duties, and responsibilities of a pilot competently or diligently;

(h) The pilot has violated any provision of RSA 12-G or any rule of the authority; or

(i) The pilot has failed to obey a directive issued by an officer of the United States Customs Service, the United States Coast Guard, or other law enforcement agency when such a directive could have been complied with safely.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 309.03 Appeal from Decision to Suspend or Revoke Appointment. If the authority suspends or revokes a pilot's appointment, the pilot may appeal that decision to the board. Any decision by the board to suspend or revoke a pilot's appointment under Pda 309.02 shall be provided to the pilot in writing within 30 calendar days of such decision and shall specify the procedures for the administrative appeal provided pursuant to this section.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

PART Pda 310 REPORTS

Pda 310.01 Monthly Passage Reports.

(a) Each pilot shall submit a monthly passage report to the division for all passages completed during the calendar month, including any shifting at berth. Pilots employed by the same employer may file a combined monthly report, provided that the pilot for each passage or shifting at berth is separately identified and that each pilot individually executes the certification set forth below in (d) for the passages or berth shiftings identified in the monthly report as piloted by him or her.

(b) The report shall include the following information with respect to each passage and shifting at berth completed during the month to which the report applies:

- (1) Name of pilot;
- (2) Vessel name and official number, if applicable;
- (3) Name of towing tug(s), if any;
- (4) Horsepower of assisting tug(s), if any;
- (5) Length of vessel;
- (6) Beam of vessel;
- (7) Draft of vessel;
- (8) Vessel registry;
- (9) Gross tonnage of vessel;
- (10) Deadweight capacity tonnage of vessel;
- (11) Cargo of vessel;

- (12) Passage start point;
- (13) Passage start date;
- (14) Whether passage start was in daylight or darkness;
- (15) Passage end point;
- (16) Passage end date;
- (17) Whether passage end was in daylight or darkness;
- (18) Weather conditions;
- (19) Tide conditions, including:
 - a. High slack;
 - b. Low slack; or
 - c. Other, as specified in the report;
- (20) Tonnage loaded;
- (21) Tonnage discharged; and
- (22) Shifting of the vessel at berth, other than normal mooring line adjustments due to tide or current fluctuations.

(c) The report shall be filed within 30 days of the end of each reported month.

(d) Any pilot required under (a) above to certify a monthly passage report in whole or in part shall use the following form:

“I certify that the statements and information in the enclosed report relative to those passages or shiftings at berth for which I am designated as the pilot are to the best of my knowledge and belief true, accurate and complete. I am aware that my appointment as a pilot may be withdrawn or suspended by the Pease Development Authority for submitting false statements and information or omitting required statements and information.”

(e) The division shall provide each pilot with the necessary report forms.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

Pda 310.02 Incident Reports: Duty to Report.

(a) If any incident occurs on a vessel while a pilot is engaged in the provision of pilotage service for such vessel, the pilot providing pilotage service shall file a written report of the incident with the division. The report shall be filed by the close of business no later than 5 days following the incident or 5 days after the date upon which the pilot first became aware of the incident, whichever is later. In the case of an incident involving loss of life or serious physical injury, the pilot shall immediately notify the division of the incident.

(b) Any report filed pursuant to (a) above shall include, at a minimum, the following:

- (1) The name, address, and telephone number of the pilot making the report;

- (2) Date, time and location of the incident;
- (3) Detailed narrative description of the nature of the incident;
- (4) Cause of the incident to the extent known by the pilot;
- (5) Remedial action taken, if any; and
- (6) Names and addresses of any witnesses to the incident.

(c) Any pilot who, at any time, has reasonable grounds to believe that an incident has occurred and that such incident has not been reported to the division, shall contact the division and determine whether a report of the incident has been filed with the division. If a report of the incident has been filed with the division, the pilot making the inquiry shall have no further reporting responsibility. If no report of the incident has been filed, the inquiring pilot shall make a written report to the division within 5 days of becoming aware that no report was filed in accordance with (a) above regarding the suspected incident including, to the extent known, the information required under (b) above. After filing this report, the reporting pilot shall have no further reporting responsibility.

(d) Upon receipt of an incident report filed by the involved pilot or another pilot or upon receipt of a written complaint from any person, the division shall conduct an investigation.

(e) Upon receipt of an incident report from another pilot regarding a pilot or upon receipt of a complaint regarding a pilot, the division shall provide the involved pilot with a copy of the report or complaint.

(f) When the involved pilot receives from the division a copy of an incident report filed by another pilot or a copy of a complaint filed with the division, the involved pilot shall provide the division within 5 days of receipt with a written statement including, but not limited to the following:

- (1) Detailed narrative explanation of the incident or subject of the complaint; and
- (2) Detailed response to the statements in the report or complaint.

Source. #7870, eff 4-12-03; ss by #9891-A, eff 4-1-11

PART Pda 311 PILOTAGE FEES

Pda 311.01 Pilotage Fees Schedule.

(a) Vessels required under Pda 304.01 to be piloted by a pilot shall pay to the pilot each applicable pilotage fee as set forth in the schedule of pilotage fees adopted pursuant to (e) below. It shall be the responsibility of the pilot to request payment and collect payment of any pilotage fee authorized under Pda 311.

(b) At least once a year the division director shall review the schedule of pilotage fees and pilotage unit rates. At any time, the division director may prepare a proposed schedule of pilotage fees and pilotage unit rates. The proposed schedule of pilotage fees and pilotage unit rates shall be distributed to each pilot and shall be made available to the public. Hereafter in this section, references to "pilotage fees" shall include "pilotage unit rates."

(c) Within 30 days of distribution of the proposed schedule of pilotage fees to the public under (b) above, pilots or any member of the public may submit to the division director written comments regarding the proposed schedule of pilotage fees.

(d) Within 60 days of distribution of the proposed schedule of pilotage fees to the public under (b) above, the division director shall submit a proposed schedule of pilotage fees to the authority for review and approval, either in its original proposed form or as modified after receipt of public comment.

(e) The authority may:

- (1) Adopt the approved annual schedule of pilotage fees;
- (2) Adopt the approved annual schedule of pilotage fees in part; or
- (3) Adopt the approved annual schedule of pilotage fees in part and modify the schedule in part.

(f) The authority shall make available to the public any fee schedule adopted in whole or in part under (e) above.

(g) The pilotage fees adopted by the authority shall take effect on January 1 of the following year, or within 10 days of adoption by the authority, as specified by the authority. Once adopted, the annual schedule of pilotage fees shall be mailed to each pilot and shall be attached to any new commission that may be issued to a pilot. Pilots shall charge fees only as set forth in the approved schedule.

Source. #7870, eff 4-12-03; ss by #8148, EXEMPT, eff 8-27-04; ss by #10818, EXEMPT, eff 4-17-15

Pda 311.02 Computation of Pilotage Units.

(a) Pilotage units shall be computed by:

- (1) Multiplying the overall length of the vessel by the extreme breadth of the vessel;
- (2) Multiplying the product of (1) by the depth of the vessel to the upmost continuous deck; and
- (3) Dividing the product of (2) by 100.

(b) For purposes of determining pilotage units, all measurements shall be in meters.

Source. #7870, eff 4-12-03; ss by #8148, EXEMPT, eff 8-27-04

Pda 311.03 Pilotage Fees Based on Pilotage Unit Rates; Flat Fees.

(a) The annual schedule of pilotage fees approved by the authority under Pda 311.01 shall contain the pilotage fees described in (b) – (e) below.

(b) The following pilotage fees shall be based upon pilotage unit rates established within the pilotage fee schedule for vessels inbound or outbound:

- (1) One-way inbound or outbound transit fee, calculated by multiplying the pilotage units for such vessel by the pilotage unit rate for inbound or outbound vessels;
- (2) Docking or undocking fee, calculated by multiplying the pilotage units for such vessel by the pilotage unit rate for vessels docking or undocking; and
- (3) Vessel shifting berths within the pilotage area, calculated by multiplying the pilotage units for such vessel by the pilotage unit rate for vessel shifting berths within the pilotage area.

(c) The pilotage fee schedule shall contain minimum fees for all of the fees described in (b) above. The minimum fee shall apply if the fee based upon pilotage units is less than the minimum fee.

(d) The pilotage fee schedule shall contain fees for the following:

- (1) Shifting a vessel at berth established on a per call basis;
- (2) Cancellation of the request for pilotage assistance after the pilot reports for duty on the vessel established on a per call basis;
- (3) Detention of a pilot detained during mooring of a vessel after allowing one hour, once along side, for the securing of a vessel to its berth established on a per hour basis;
- (4) Detention of a vessel in transit, cancelled due to fog, stress of weather, or mechanical problem established on a per hour basis;
- (5) Detention of a pilot carried to sea established on a per diem basis, plus the cost of return to Portsmouth, New Hampshire, by the fastest means of travel available;
- (6) Transporting a pilot to or from the pilotage station established on a one-way, single trip basis;
- (7) Transporting a pilot to or from a vessel at anchorage instead of boarding at the pilotage station established on a one-way, single trip basis;
- (8) A self-propelled vessel lacking propulsion;
- (9) Pilotage of a submarine; and
- (10) The calling out of a pilot to a scene for any unscheduled event or emergency situation.

(e) An amount equal to all the fees incurred shall be added to the invoice when the fees are to be paid by any electronic method, including, but not limited to, direct deposit, wire transfer, or credit card charge.

Source. #7870, eff 4-12-03; ss by #8148, EXEMPT, eff 8-27-04; ss by #9928, EXEMPT, eff 5-29-11; ss by #10642, EXEMPT, eff 6-29-14

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; and
2. NHRSA 91-A:3, Paragraph II(e) for consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his or her membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.

N:\RESOLVES\2018\NonPublic-Lease 0618.docx

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 and decisions reached in the non-public session of its June 21, 2018 meeting related to:

1. Acquisition, sale or lease of property; and
2. 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 Executive Committee the aforesaid circumstances no longer apply.

Note: This motion requires 5 Affirmative Votes

N:\RESOLVES\2108\Confidentiality-Leasing 0618.docx

MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to extend the Option Agreement (the "Option") with Summit Land Development, LLC for the premises located at 160 Corporate Drive (the "Premises"), beginning August 1, 2018, for a period up to six months at a fee of \$28,611.00 for each three month period.

Having determined that it is sufficiently likely a Lease Agreement for the premises will be executed prior to the expiration of the Option extension granted herein, no provision is required for any additional extension.

N:\RESOLVES\2018\SummitOption 0618.docx

MOTION

Director Levesque:

The Pease Development Authority Board of Directors, having determined that Two International Group has met the requirements set forth in the Option Agreement and Term Sheet effective February 1, 2018 (the "Option"), authorizes the Executive Director to extend the Option with Two International Group, LLC for the premises located at 100 New Hampshire Avenue (the "Premises"), beginning August 1, 2018, for a period of six months at a fee of \$72,600.00.

Having determined that it is sufficiently likely a Lease Agreement for the premises will be executed prior to the expiration of the Option extension granted herein, no provision is required for any additional extension.

N:\RESOLVES\2018\TIGOption 0618.docx



55 International Drive, Portsmouth, NH 03801

June 4, 2018

Mr. Daniel L. Plummer, President
Two international Group
1 New Hampshire Avenue – Suite 101
Portsmouth, NH 03801

Re: Request for Option Extension
100 New Hampshire Avenue – Portsmouth, NH

Dear Dan,

We are in receipt of your request dated May 31, 2018 for an additional six (6) month option from August 1 2018 to January 31, 2019 on the above referenced premises. This request was accompanied by your check in the amount of \$72,600.

We have reviewed and Option Agreement and Term Sheet granted in January 2018 and note that any extension is condition on PDA Board Approval and "further subject to a presentation to the PDA Board of Directors of a concept plan and client information sufficient to determine the likelihood of completing a Lease Agreement prior to the expiration of any extension of the Option Period."

We recognize the sensitivity of the information requested in that you are working with multiple tenants in a very competitive market and have determined that the appropriate action would be to have the presentation take place in a non-public session at our next regularly scheduled meeting on June 21st.

We are still in the process of preparing the meeting agenda so we cannot advise you of a scheduled time for your presentation but will get back to you with this information as soon as possible.

Please let me know if you have any questions or require any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Lynn Marie Hinchee".

Lynn Marie Hinchee
Deputy Director and General Counsel

LMH:hs

cc. David R. Mullen
Kevin H. Smith

○○○○ TAKING YOU THERE

ph: 603-433-6088

fax: 603-427-0433

www.peasedev.org



TWO INTERNATIONAL
GROUP

Two International Group
1 New Hampshire Avenue, Suite 101, Portsmouth, NH 03801
603-436-8686

May 31, 2018

Pease Development Authority
55 International Drive
Portsmouth, NH 03801

RE: 100 New Hampshire Avenue
Pease International Tradeport

With this letter and the enclosed option payment of \$72,600, we respectfully express our desire to extend the Option Period on 100 New Hampshire Avenue when the current option expires July 31, 2018, for an additional six (6) month period from August 1, 2018 to January 31, 2019.

As you know, we recently obtained a right of entry to have civil engineering, geotechnical and other work done for 2 prospective tenants. We are being held up waiting to get on the schedule for geotechnical borings. We will notify the PDA once this has been scheduled.

We have an additional prospect meeting with us next week and are working on design and specifications to determine the best fit to maximize the potential for this important piece of property.

The process is taking a great deal of time and effort, but we are committed to developing the property and believe we are close to a resolution. We require additional time to continue the work we have into the property and finalize a plan consistent with the quality we have demonstrated on our other projects here at Pease.

We appreciate your continued cooperation and thank you for this opportunity.

Best regards,

Daniel L. Plummer
President
Two International Group

DANIEL L PLUMMER
200 INTERNATIONAL DRIVE SUITE 180
PORTSMOUTH, NH 03801

53-7150/2113

191

DATE 5-31-18



© DELTA CASH/STOCK

PAY TO
THE ORDER OF

Peace Development Authority

\$72,600.00

Twenty-two thousand six hundred and 00/100

DOLLARS



**The NEWBURYPORT
BANK**
The Newburyport Five Cents Savings Bank
Newburyport, MA, Inc.

MEMO

Option 100NH Ave

Daniel L Plummer

MP

⑆ 211371502⑆ 0980 044 2⑆ 0191

SPECIALTY BANK