

PEASE DEVELOPMENT AUTHORITY
Thursday, August 16, 2018

PUBLIC AGENDA

Time: 8:00 a.m.

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

AGENDA

- I. Call to Order
- II. Acceptance of Meeting Minutes: June 21, 2018*
- III. Public Comment
 - A. Presentation by Councilor Rebecca Perkins*
 - B. General Comment
- IV. Old Business
 - A. Approvals
 1. Two International Group – 100 New Hampshire Avenue Option Extension* (Loughlin)
 2. NH DOT – Extension of ROE in Contemplation of Transfer* (Lamson)
- V. Finance
 - A. Reports
 1. Operating Result for 11 Month Period Ending May 31, 2018*
 2. Nine Month Cash Flow Projections to April 30, 2019*
- VI. Licenses/ROE/Easements/Rights of Way/Options
 - A. Reports
 1. Harvey Construction – ROE*
 2. International Association of Privacy Professionals – ROE*
 3. NH Dept. of Environmental Services – ROE*
 4. Wood Environment & Infrastructure Solutions, Inc. – ROE*
 5. KOALD Design – ROE*
- VII. Leases
 - A. Reports
 1. Two International Group, LLC – Alliance Funding Group*
 2. 200 International, Limited Partnership – Revision Military LTD*
- VIII. Signs
 - A. Approvals
 1. 85 NH LLC – Variance* (Allard)

IX. Contracts/Agreements

A. Reports*

1. Eckhardt & Johnson, LLC – HVAC Emergency Replacement

B. Approvals

1. Stanley Elevator Co., Inc. – Elevator Services* (Bohenko)
2. Stormwater Compliance, LLC – Vacuum Sweeping* (Torr)
3. Pinard Waste Services Co., Inc. – Non-Hazardous Solid Waste Disposal* (Lamson)
4. Chadwick-BaRoss, Inc. – Holder Sidewalk Tractor Attachments* (Levesque)

X. Executive Director's Reports/Approvals

A. Reports

1. Legal Bills (by Delegation)*
2. Golf Course Operations
3. Airport Operations
 - a) PSM
 - b) Skyhaven Airport
 - c) Noise Line Report*

B. Approvals

1. Bills for Legal Services* (Loughlin)
2. Grant Acceptance – Airport Expansion* (Bohenko)
3. Airport Liability Insurance* (Torr)

XI. Division of Ports and Harbors

A. Reports

1. Town of Rye – ROE*

B. Approvals

1. XI and XII Northeast Fisheries Sectors – Extension of ROE* (Levesque)
2. Vintage Fish Company – ROE* (Allard)
3. Concept Plan – Portsmouth Fish Pier* (Bohenko)
4. Morton Salt, Inc. – License Amendment* (Torr)

XII. Special Events

A. Reports

1. Sept. 3 – St. Charles Children's Home 5k
2. Sept. 8 – 2017 Fox Point Sunset Run
3. Sept. 22 – 14th Annual Touch-A-Truck Fundraiser
4. Sept. 22 – Great Bay Corvette Club – 5th Annual Car Show
5. Sept. 23 – Bottomline Technologies Run For A Cause Race

XIII. New Business

XIV. Upcoming Meetings

Board of Directors

September 20, 2018

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

XV. Directors' Comments


XVI. Non-Public Session* (Loughlin)

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

XVII. Vote of Confidentiality* (Allard)

XVIII. Adjournment

XIX. 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 June 21, 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, PDA Deputy Executive Director and General Counsel; PDA staff
members; members of the public.

I. Call to Order

Chairman Smith called the meeting to order at 8:45 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Minutes: May 17, 2018

Director Allard moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby accepts the minutes of the May 17, 2018 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

III. Public Comments

There were no public comments.

IV. Old Business

There was no old business.

V. Recognitions – Service Credit Union Donation

Paul Brean, Airport Director, explained Service Credit Union had a conflict but a \$2,000 donation to PDA from Service Credit Union will be used for a VIP lounge for service members.

Mr. Brean introduced Michelle from Service Credit Union who gave a presentation of the origin of the donation. Mr. Brean met Michelle at PSM and discussed future endeavors for improvements at PSM. When Mr. Brean suggested a device room for service members and civilians, Michelle asked to be considered first as a corporate sponsor. Michelle presented the check to Mr. Brean. Mr. Brean stated that the troops go through about a pallet of water a week and Service Credit Union will also support that.

VI. Golf Committee

Director Bohenko, Golf Committee Chairman, reported that the Golf Committee met on June 14, 2018 and introduced the patio design. Scott D. DeVito, General Manager of the Pease Golf Course (“Golf Course”), gave a quick overview outlining the proposed design, the functionality and what the impact would be and will there be any investment needs in the kitchen.

A. Reports

1. Clubhouse and Dining Room Enhancements

Mr. DeVito reported that Phase II of the dining room enhancements are complete with new carpeting, flooring, lighting, mats and artwork. The Golf Course has seen a general uptick in the regular customers coming into the restaurant.

2. Golf Event Bookings

Director Bohenko called attention to the Golf Event Bookings in the packet for review, stated it was an impressive schedule and is a revenue generator.

Director Lamson commended the Golf Committee and Mr. DeVito for their work over the years.

B. Approvals

1. Patio Canopy Design

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

2. Turf Products, Inc. – Greens Mowers and Trim Mower

Director Loughlin moved and Director Lamson seconded that **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.**

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

VII. Finance Committee Report

Irv Canner, PDA Finance Director, reported that the Finance Committee met on June 14, 2018 to review the status of PDA finances.

A. Financial Reports

1. Operating Results for Ten Month Period Ending April 30, 2018

Mr. Canner reported that the trends continue, operating revenues are 2% higher while the operating expenses are slightly higher than budget by just under 1%. The driver for revenues are fee revenues at \$231,000 over budget. Concession revenues were 30% over budget at \$86,000. The operating expenses are over budget, and the one line item that is over budget is personnel services and benefits which is directly tagged to overtime in support of the wharfage and dockage activity as well as the enplanement activity at the Portsmouth International Airport at Pease (“PSM”) and the associated fringe benefits on that labor.

Mr. Canner discussed the end of the current fiscal year and reported that the month of May was closed out. The operating revenues are a little higher and operating expenses are pretty much at a break even standpoint. There are a couple of entries that will need to be made in June with the most dominant one being the post-retirement health care benefits.

Mr. Canner reported that the external auditors were in last week scheduled for five days but completed the audit in three days. The results was “good interim audit” with no audit findings. The auditors will be in on June 29 to begin the physical inventory for year end.

Mr. Canner discussed staffing. Currently there are 59 filled benefitted positions and one open staff position in the Maintenance Group. In response to Director Lamson’s question regarding the number of positions at PDA, Mr. Canner stated PSM has five people and two in Maintenance. The incremental staffing for the seasonality is 80 people total.

Mr. Canner reviewed the Balance Sheet, discussing cash balances at the end of April in the amount of \$6.5 million which is \$2.5 million greater than the end of the last fiscal year. The driver is the operating income from the income statement, revenue minus expenses, at \$2.6 million which includes the decrease in the accounts receivable balance of \$800,000. Mr. Canner stated that, through the first 10 months, PDA spent approximately \$4.9 million in capital. The primary effort is at PSM with \$3.5 million as well as finishing up the taxiway and drainage activities at Skyhaven Airport (“DAW”).

Mr. Canner reported that the number of enplanements at PSM is ahead of where last May by 17%. The passenger count this year is just over 112,000.

Mr. Canner reported that the Golf Course operating revenues are 9% above budget at \$1.9 million while keeping operating expenses were up by 4%. The Golf Course had a 45% net increase in its operating income. On average, for every dollar that comes into the Golf Course, \$.14 is profit. In response to Director Lamson’s suggestion regarding the consumption of electric, Mr. Canner responded the cumulative KWH for the year is about 2.8 million. PDA has an existing contract that with a price of \$.058 per KWH and today’s price would be over \$.06. The contract expires the end of October and PDA expects to do a full RFP. The rounds of golf played are ahead by 14% from where we were last year with just over 11,000 rounds of golf played. Grill 28 is 6% ahead of last year at this time in sales and go over \$1.7 million gross sales for the fiscal year.

Mr. Canner discussed the Division of Ports and Harbors (“DPH”) had operating revenues of \$110,000 above budget due to wharfage and dockage being \$165,000 over budget. DPH operating expenses are only up by \$30,000.

2. Nine Month Cash Flow Projections to February 28, 2019

Mr. Canner reported that, during this period, PDA will be spending just over \$9 million in capital, primarily expansion and new roof at PSM for just over \$5 million of activity. The amount in PDA cash flow is \$5.3 million. Projects are getting finished at DAW and a snow plow will be purchased for \$500,000. PDA will need to borrow from the Revolving Line of Credit ("RLOC") by about \$1 million in the January and February timeframe. The cash balances today is \$5.9 million will close out around \$1 million which is the level of working capital PDA needs to support. In response to Director Levesque's question regarding the degree of debt, Mr. Canner responded that, by FY2020, will be close to \$4 million, assuming a 5% interest rate in that time period. Today the cost of money is about 4.7%. PDA will be fully out of debt by the beginning of FY2021, including the City of Portsmouth debt. The RLOC becomes due in December and PDA is meeting with representatives at Provident Bank to discuss this.

In response to Director Lamson's question about the dollars in the expenditures for vegetation, Mr. Canner stated this amount is included in the construction mitigation money. In response to Director Lamson's question whether PDA received reimbursement of grant money for the tree replacement, Ms. Stowell and Mr. Canner reported that the \$15,000 expenditure is proposed for July.

B. Approvals

1. FY 2019 Operating Budget and FY 2020-FY2022 Forecast

Director Lamson moved and Director Loughlin seconded that **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.** Discussion: Mr. Canner called attention to the Executive Overview section of the O&M. The projection for operating revenues is just over \$15 million which is an increase of close to 5.5% from what was projected end of FY18. Some of the reasons for the \$575,000 increase are the pay for parking at PSM for \$7.00/day and assumes a 25% fill rate on a maximum of 961 spaces. Fuel flowage fees will be introduced in July of this year at \$.02/gallon. These two items represent 3.4% of new revenue streams. The assumed increase for CPI for tenants will be 2% adding another \$290,000 into the revenue stream. Without the fuel and pay for parking fees, the net increase from revenues from FY18 would be 2%.

Mr. Canner stated that the operating expenditures will be an overall increase of 9% or just over \$1 million. Litigation support and environmental mitigation are two significant line items. The net operating expenses would be 3.6% without these two items. The interest expense will be \$132,000. The assumption of interest rate will be 5%.

Mr. Canner discussed the operating revenues detail and identified revenue from major tenants. Mr. Canner stated that revenues from the Golf Course would place it in the top five with an average of net revenues of \$465,000.

There is no change in staffing planned for the PDA with 60 benefitted positions and with the anticipated non-benefitted, seasonal employees at close to 50,000 labor hours during the year. The personnel services and benefits expenditure projections include a decrease in the benefit program from the FY18 booking a post retirement adjustment of close to \$500,000. In FY19, the figure will be \$100,000 for the current year expense.

Chairman Smith noted that a New Business agenda item will be added at the end of the meeting to talk about PDA Finances 101 for those who are interested.

Disposition: Resolved by unanimous vote for; motion carried.

VIII. Leases

A. Approvals

1. Farley White Pease, LLC – 90 Arboretum Drive

Director Allard moved and Director Lamson seconded that **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.** Discussion: Director Lamson complimented Farley White and the PDA staff for their negotiations and that Farley White does an excellent job with landscaping. Ms. Hinchee noted for the record that, for this transaction, but for the work by Chairman Smith, the Governor’s Office and staff with the FAA to get the FAA to agree and understand the importance to the economic benefits to have longer term leases, this deal would not have been completed. Farley White has come to PDA before but PDA was unable to give Farley White the length of term they wanted. Disposition: Resolved by unanimous vote for; motion carried.

IX. Signs

A. Approvals

1. Wentworth-Douglass Hospital – 73 Corporate Drive

Director Levesque moved and Director Torr 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 David R. Mullen, Executive Director, dated June 14, 2018, attached hereto.** Discussion:

Dan Dunn from Wentworth-Douglass Hospital (“WDH”) and Craig Moore from Barlo Signs (“Barlo”) was in attendance. Mr. Dunn stated that, after the May Board meeting, WDH went back to work with staff at Barlo and reduced the directional signs by approximately 38%. WDH also went back and looked at the road sign on the way in from Corporate Drive to start the concept of a campus with A, B and C, directional signs for parking flows and WDH believes the reduction is in line with the spirit the Board is asking for. WDH also looked at the sign on the main building, the height of the building, location from the center point of Route 16 and the average speed of cars. WDH believes the sign needs to be the proposed size so the public can see “Wentworth-Douglass Hospital at Pease A MassGeneral Community Hospital.” WDH worked with PDA staff and Barlo staff and considering the needs of hospital patients. WDH will be moving practices from building B to building A with the concept of a long-term simplified system of getting their patients to the proper location for services.

Vice-Chairman Loughlin sent a letter to the Board of Directors discussing the signage. Vice-Chairman Loughlin expressed his appreciation to WDH for reducing the directional signs from 11’ high to 7’ high but most ordinances restrict directional signs to 4 s.f. maximum, and questions why a building directional sign has to be 35 s.f. WDH Dover campus directional signs are very attractive and are about 2 s.f./4 s.f. Vice-Chairman Loughlin stated that he is opposed to setting a precedent and gave examples of signs by other tenants that are not oversized, such as Two International Group and Farley White. The requirement for 25 years for building signs has been 200 s.f. and the proposed building sign for WDH building is 319 s.f. which is standard billboard size, and Vice-Chairman Loughlin feels the building sign is

essentially a billboard. Also of concern is the PDA Tradeport branding. The building sign is more of an issue for Vice-Chairman Loughlin than the directional signs.

In response to Director Lamson's question whether WDH worked with PDA regarding the sign size, Mr. Dunn responded that WDH worked at length with the staff and feels that PDA staff supports the proposed signs. There are three buildings on three pieces of property and each one could have 200 s.f. so the signage proportionately where they would need to locate it for the patients to be able to find the campus and the buildings.

Director Bohenko stated he is in full support of Vice-Chairman Loughlin's position and will vote no the proposed signs.

Mr. Moore stated that a consideration is the setback of the building from a sign perspective. An analysis was done from the Spaulding Turnpike, the average viewing distance is 215 feet with traffic traveling at 55 m.p.h. The background of the building sign was designed so it matches the building and what WDH looks at is the overall size of the letters within the distance and speed. Mr. Moore stated that Vice-Chairman Loughlin was correct on the ordinance as pertains to the directional signs out on the major roadway. The requirements change when entering private property or campus as in this case and there is no restriction on size because the sign is used as internal signage and has a separate section of the ordinance for that and applied to internal use with no branding or advertisements on them.

Director Levesque stated he will vote for the signage because he believes dealing with a hospital is different situation than a brewery due to additional anxiety with going to a medical facility and want good direction. Some people show up a day before so they know where they are going comes because there is so much anxiety.

In response to Director Bohenko's question whether Director Levesque would approve the sign if it was smaller because the proposed sign does not help people in any way; it is not directional and it has no exit number on the sign, Mr. Dunn stated it is a directional sign and directs people into the complex. It is where WDH at Pease is and the words on the sign acknowledges and make people aware of where to come into the complex and orientated to where to get onto the campus. Vice-Chairman Loughlin stated that every person coming to WDH at Pease, there are numerous signs up and down the Spaulding Turnpike for Pease Tradeport so they are going to get onto Pease and the proposed sign is strictly advertising in his opinion and is not needed nor helpful to get people to the building.

Disposition: Resolved by roll call vote: 5 for and 2 against (Vice-Chairman Loughlin and Director Bohenko); motion carried.

2. Redhook of New Hampshire, Inc. – 35 Corporate Drive

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

X. Executive Director's Reports/Approvals

A. Reports

1. Water Treatment Plant Improvement Update

Ms. Stowell reported that the work on the water treatment plant is part of the remediation efforts to clean up the PFAS compounds in the water at Pease. In April, Ms. Stowell reported to the Board the USAF efforts to treat the water. The work on Grafton Drive is being managed by the City of Portsmouth and will be bid out. Work may not start until 2019. There will be some external changes to the building being expanded and there will be some yard changes. Because this is a federal project being funded by the federal government, PDA's Land Use Controls will not apply and the Board will not see approvals for this project.

2. Golf Course Operations

Scott DeVito, General Manager, reported that since the changes when the clubhouse came into play in 2010 and the parking lot a few years later and then the renovation to the golf course itself in 2010-2011, the average number of rounds of golf played 45,000-46,000 and now the average is over 53,000 on a regular basis and on pace to hit 56,000. Mr. DeVito thanked Tim Reise who deals with customer service and EJ Chea who takes care of the Golf Course.

2. Airport Operations

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

a. PSM

The month of May saw a record number of enplanements at 17,446. The number of people through the terminal for one month average 35,000. There were 2,318 leisure travelers that were Allegiant passengers and 15,128 troops came through the terminal in May.

Car rentals concessions increased over last year by 166%. To put the concession revenue in perspective, for 2016 revenue was \$180,000, 2017 was \$460,000 and 2018 will see an uptick. Mr. Brean met with senior staff at Allegiant this past month. Allegiant has a commitment to phase out the old MD80 by fall.

b. Skyhaven Airport

Mr. Brean commended Andrew Pomeroy, Airport Operations Manager, for the Wings & Wheels community outreach program. DAW is at hangar capacity currently.

c. Noise Line Report

There were a total of 10 noise inquiries at PSM during the month of May. There were nine inquiries regarding rotor activities. One Miller Avenue resident made four inquiries pertaining to Seacoast Helicopters. One call from a Dodge Avenue resident concerning an aircraft doing work at Portsmouth Hospital. There were two calls from a Ruth Street address to report regarding Seacoast Helicopter tours and one call from Welsh Cove reporting a Seacoast Helicopter tour helicopter flying eight times over his residence and, after review, determined that aircraft was not in the traffic pattern. There was one inquiry regarding fixed wing activities from one Durham resident regarding one USAF Boeing 747 working the pattern.

In response to Director Allard’s question about the timeframe for NHANG getting its new plans, Mr. Brean responded that Boeing is back ordered but beginning 2019-2020 a plane will be delivered every 4-6 weeks.

Vice-Chairman Loughlin clarified that the 10,000 enplanements mentioned was per year not per month.

In response to Chairman Smith’s question regarding whether the City of Portsmouth sees any benefit from the registration fees for the rental cars, Director Bohenko responded he was not sure where the corporate offices register the vehicles. Chairman Smith stated that by statute the vehicles must be registered where the cars are housed.

B. Approvals

1. Bills for Legal Services

Director Allard moved and Director Lamson seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to expend funds up to \$28,672.55 for the following legal services rendered through April 30, 2018 for the Pease Development Authority:**

1.	Anderson & Kreiger, LLP	<u>\$4,257.55</u>	
			\$4,257.55
2.	Kutak Rock LLP		
	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. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

2. Vogel Vending – Concession Agreement

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

3. A&B Vending Co., Inc. – Concession Agreement

Director Lamson moved and Director Torr seconded that **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.** Discussion: Director Lamson thought it interesting that A&B Vending comes from Canterbury and PDA gets 20% of its gross revenues. Disposition: Resolved by unanimous vote for; motion carried.

4. Great Circle Catering – Concession Agreement

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

5. NHDOT – AIP Grant for Aircraft Rescue and Fire Fighting Training Facility

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

6. Transportation Infrastructure Improvement Fee

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

7. Martineau Electric – On-Call Electric Contract

Director Bohenko moved and Director Loughlin seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a contract with Martineau Electric for a period of three years with two one-year options**

to extend at the sole discretion of the Executive Director, beginning July 1, 2018; all on the same terms and conditions set forth in the memorandum of Paul E. Brean, Airport Director, dated June 15, 2018, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

8. Equine Architectural Products, Inc. – ROE Extension

Director Torr moved and Director Allard seconded that **The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute an extension to the Right of Entry with Equine Architectural Products, Inc. for use of a portion of the former bulk fuel storage area located at 119 Arboretum Drive. The Right of Entry is extended retroactively from May 22, 2018 and will be extend through December 31, 2018; all in accordance with the Extension of Right of Entry dated June 19, 2018, attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

XI. Division of Ports and Harbors

Geno J. Marconi, Division Director, reported on Division activities, and the approvals sought before the Board represent the current business at the Division of Ports and Harbors (“DPH”).

A. Reports

1. Port Advisory Council

Mr. Marconi reported that the Port Advisory Council (“PAC”) met on June 6, 2018 and that the approved minutes of the May 9, 2018 meeting are included for the Board’s information. Mr. Marconi reported to the PAC that work on the functional replacement has begun. The environmental people are doing test borings. The EPA has required additional test borings 6” layer under the pavement; a change order was received by the engineers and sent to NHDOT for approval; soil samples are very time sensitive. The project is underway for geotechnical studies and soil testing. McFarland-Johnson, who is doing the permitting, met yesterday with NH DES wetlands staff and National Fishery Service and others involved in the wetland permitting.

2. Eastman’s Fishing Fleet, LLC dba Eastman’s Party Fishing – ROE

Mr. Marconi reported that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Charter Boat Right of Entry,” Mr. Mullen approved the ROE for Eastman’s Fishing Fleet, LLC dba Eastman’s Party Fishing. Mr. Marconi explained that this ROE is because there has been problems with the sands filling in the harbors at Seabrook and Hampton Harbors and, in the event Mr. Eastman cannot return to his dock in Seabrook during low tide he could dock at Hampton.

3. 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. 7383	Commercial Charter	05/11/18
Transferor:	Charles A. Lamprey, Jr.		
Transferee:	Zacharie Clifford		

Rye Harbor	<u>Permit</u>	<u>Business</u>	<u>Approval</u>
Transferor:	No. 902	Commercial Charter	06/08/18
Transferee:	Island Cruises, Inc.		
	David R. Wilich		

4. Rye Harbor Winter Storm Damage

Mr. Marconi reported that there is a total to date of \$19,000 in repairs to Rye Harbor due to winter storm damage. The NH DES required new plans which totaled \$3,500 which is not included in the \$19,000. There were repairs to the shore line which were done immediately. Governor Sununu asked for a declaration for a seacoast emergency and there may be FEMA reimbursement.

5. BUILD Grant Application

Mr. Marconi reported that on June 7, 2018 the DPH applied for a grant under the INFRA program which gave \$1 billion in grants to 28 projects. DPH did not get the grant. There is a BUILD grant program available. This is a takeoff of the TIGER grants. DPH asked Appledore Marine Engineering, LLC (“AME”) to provide a proposal to revise the rehabilitation and modification project. The applications are due July 19th. The DOT website said it will be announced in December and if DPH does not receive financial assistance for this from federal DOT, then funds on hand will be used for repairs. The latest condition survey from the consulting engineers shows some increased deterioration since the last report was done.

B. Approvals

1. Pda 300 Rules – Re-adoption

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

2. Craig Schreck dba Hampton Beach Parasail – ROE

Director Lamson moved and Director Torr seconded that **The Pease Development Authority Board of Directors hereby approves of and consents to the Right of Entry (“ROE”) with Craig Schreck dba Hampton Beach Parasail (“Schreck”) for the use of an existing building for the purpose of ticket sales and paddle board operations. The ROE will become effective after Schreck meets all requirements and will be effective through June 20, 2018; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 18, 2018, attached hereto. Discussion: Vice-Chairman Loughlin questioned the date on the motion and whether it should be June 18, 2019 instead of June 18, 2018. Disposition: Resolved by unanimous vote for; motion carried.**

3. Appledore Marine Engineering, LLC – Planning Services for Main Wharf

Director Levesque moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to approve of the proposal from and execute a contract with Appledore Marine Engineering, LLC (“AME”) for the purpose of providing planning services associated with the preparation of a grant application for the rehabilitation of the Main Wharf at the Market Street Marine Terminal facility in an amount not to exceed \$12,985.00; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated June 19, 2018, and AME’s proposal, both of which are attached hereto.**

Further, the Pease Development Authority Board of Directors approves of submitting a request to the Capital Budget Overview Committee (“CBOC”) to release funds to cover this expense from the Port Expansion Fund or, in the alternative, from the operating budget of the Division of Ports and Harbors if funds are not released by the CBOC. Discussion: Mr. Marconi provided a report above on this project. Disposition: Resolved by unanimous vote for; motion carried.

Director Lamson complimented Mr. Marconi on how well done the USS Manchester Commissioning event was. Mr. Marconi said that Deputy Harbormaster, Grant Nichols, took the lead on this event and all of the credit goes to him for its success. Chairman Smith expressed his appreciation for the invitations to the Directors for the events and stated it was a spectacular event to have in Portsmouth.

XII. Special Events

A. Reports

Mr. Mullen, reported that the NHANG will hold its annual Pease Minuteman Fund 7k Road Race on July 22. They have held this event for the past several years and use a portion of Arboretum Drive for the race.

XIII. New Business

Moved to the end of the regular Board meeting.

XIV. Upcoming Meetings

Chairman Smith reported that the following meetings will be held:

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

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

Ms. Hinchee stated that a date needs to be set in July for the Board to take action on two items: (1) a recommendation from the Technical Review Committee on Seacoast Helicopters and (2) the terminal expansion program. Ms. Hinchee is recommending August 2, 2018. PDA would like to have the entirety of the entire Board present when sitting in a quasi-judicial capacity such as a planning board. There may also be required five affirmative votes on motions. There was discussion to select a time to start the meeting on August 2. Ms. Hinchee cautioned the Board that this will be a public hearing and that the Board may hear the highest number of public comments and the meeting could be potentially lengthy.

XV. Directors' Comments

There were no Directors' comments.

XVI. Non-Public Session

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

1. **NHRSA 91-A:3, Paragraph II(d) for the purpose of discussion the acquisition, sale or lease of property.**
2. **NHRSA 91-A:3, Paragraph II(e) for consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his or her membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled; and**

Note: Roll Call Vote Required. Discussion: None. Disposition: Resolved by unanimous vote for; motion carried. The Board entered into non-public session at 10:12 a.m. The Board returned to public session at 10:45 a.m. *Note: Director Bohenko left the meeting at 10:45 a.m.*

XVII. Vote of Confidentiality

Director Loughlin moved and Director Lamson seconded that **Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its June 21, 2018 meeting related to:**

1. **Litigation; and**
2. **Leasing of property;**

would, if disclosed publically, a) render the proposed actions ineffective; and b) affect adversely the reputation of any person other than a member of the public body itself; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply. **Note: This motion requires 5 Affirmative Votes.** Discussion: None. Disposition: Resolved by roll call vote: 6 for; motion carried.

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

A. Approvals

1. **Two International Group – 100 New Hampshire Avenue – Option Extension**

Director Torr moved and Director Loughlin seconded that **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. Discussion: None. Disposition: Resolved 6 votes for; motion carried.

2. Summit Land Development, LLC – 160 Corporate Drive – Option Extension

Director Levesque moved and Director Torr seconded that 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. Discussion: None. Disposition: Resolved 6 votes for; motion carried.

XIII. New Business

Chairman Smith opened up the discussion regarding PDA Finances 101 by asking about surpluses in PDA’s finance structure as opposed to a municipality. Mr. Canner explained that PDA’s surplus would be operating revenue minus expenses.

Mr. Canner provided an overview of the structure of finances. PDA has unrestricted funds and the DPH has general unrestricted funds as well as restricted funds. PDA supports the airport, there are business units set up generating operating income. Under the stockholder equity position section on the balance sheet, the restricted funds are shown, such as Harbor Dredging Fund, Revolving Loan and Foreign Trade Zone. There are separate balance sheets set up for these. There are separate balance sheets for the DPH unrestricted funds and then the PDA. The cross charging is for limited work done for DPH. That money is then charged back to the DPH.

PDA operates more on a cash flow basis and is self-sufficient from the State except for DPH. DPH goes to CBOC for capital project funding or gets funds from appropriation. The DPH restricted funds must be kept separate from its unrestricted funds.

Mr. Mullen stated that PDA’s challenge is that expenses are going up 6-8% a year and the revenues are only going up 2% a year because of CPI caps. The exception is for anything new that can be created such as pay for parking and fuel flowage fees. Mr. Canner stated that the margins are getting thinner.

Mr. Canner reported that the CIP budget will be \$60 million over the next 6-7 years. There is a payment timing difference with grant related funds. PDA has to pay the money and then seek reimbursement. The RLOC is a resource to accommodate those needs to continue projects while waiting for reimbursement. Some of the other capital improvement projects, such as roundabouts, is close to a \$10 million obligation. The State originally provided PDA some capital improvement money and there is about \$13.9 million in the original appropriation which could potentially be a resource to help fund some of the more significant projects.

Mr. Canner discussed staffing, that PDA is always looking for opportunities where a service could be outsourced or insourced. The 57% number for salaries and wages starts to squeeze. The pension number is something the State provides in arrears and last was a bad year for the stock market where a 7% growth was assumed which didn’t happen. The market in 2017 was a good market and we should see about \$500,000 savings in our liability which has to be split between DPH and PDA.

The DPH came on our books in 2001 and DAW in 2009. DAW had \$100,000 debt which came with it and, cumulatively, that obligation has taken approximately \$1.6 million of consolidated Pease money.

In response to Vice-Chairman Loughlin's question regarding the "takeaway" number for the Tradeport on expenses versus income, Mr. Canner stated the Tradeport FY19 \$8.6 million in revenue, \$800,000 in expenses so the net is \$7.8 million in excess revenues. Mark Gardner, PDA Deputy General Counsel, pointed out that figure is misleading; these figures cannot be looked at in isolation because the big picture is the money made on the Tradeport goes to keeping the airport property going. In response to Vice-Chairman Loughlin's question of, excluding the DPH, what is the yearly breakdown, Mr. Canner reported the PDA has a starting point of approximately \$3.5-\$4 million for net operating income number. To that, PDA challenges itself for available money to compete with four capital projects. Taking the total PDA operation, including the administrative support of legal, engineering, finance and maintenance that don't have revenue streams, it's that \$3.5-\$4 million of cash flow that we talk about. Then look at the non-grant related capital project that compete for that dollar every year. If there is not enough, the RLOC is dipped into on a temporary basis which is happening as PDA looks out over the next 12 months to project PDA funding obligation to the terminal. That number could be as high as \$12 million. In working out the funding between PDA and FAA, there is proposed a \$12 million spread.

In response to Director Lamson's question of whether PDA takes depreciation into consideration, Mr. Canner stated it does have to be shown, which is about \$5 million. Wherever CPI is, it is the revenue driver. In response to Chairman Smith's question regarding the net operating income for the Tradeport of \$7.1 million, excluding the negative \$4.8 million net operating income of PSM, Mr. Canner cautioned not to include the depreciation, but focus on the \$900,000 of revenues minus expenses of the airport which complements the \$7.7 million of the Tradeport, then pick up the other business units. The administrative overhead comes out of the pool and gets brought all together, excluding DPH. In response to Chairman Smith's question of what that number is, Mr. Canner responded it is that \$3.5-\$4 million number. That is the figure on the table to compete for capital money. Mr. Gardner notes that any money accessed for capital projects must stay on the airport per FAA regulations and cannot be spent elsewhere. In response to Director Levesque's question about Golf Course revenues, Mr. Canner stated that it is restricted to support the airport. Mr. Gardner explained that it is broken down to non-aeronautical revenue and aeronautical revenue but it is all airport revenue.

XIX. Adjournment

Director Lamson moved and Director Allard seconded to **adjourn the Board meeting**. Discussion: None. Disposition: Resolved 6 votes for; motion carried. Meeting adjourned at 11:18 a.m.

XX. Press Questions

No members of the press attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director

Dave Mullen

From: Kevin Smith <kevinhsmith@kevinhsmith.com>
Sent: Thursday, August 09, 2018 10:57 AM
To: Dave Mullen; Lynn Hinchee
Subject: Fwd: Residential housing at Pease

----- Forwarded message -----

From: <Jorge.Panteli@faa.gov>
Date: Mon, Aug 6, 2018 at 8:57 AM
Subject: RE: Residential housing at Pease
To: kevinhsmith@kevinhsmith.com

Hi Kevin.

The FAA policy for on-airport residential development is to not allow this incompatible land use on or near airports. I have included the relevant Section 20.5 from FAA Order 5190.6B Compliance Handbook that discusses in detail why residential development on or near an FAA obligated airport is an issue. This section covers a variety of residential development. I highlighted several specific sections that relate to the proposal.

I reviewed the deeds and although it does not specifically state how the non-aero land is to be developed, it is implied that it will be developed with compatible land uses per FAA grant obligations and policies.

Let me know if you have any questions.

20.5. Residential Development on Federally Obligated Airports.

a. General.

This guidance sets forth FAA policy regarding residential development on federally obligated airports, including developments known within the industry as residential hangars and airpark developments. FAA airports district offices (ADOs) and regional airports divisions are

responsible for ensuring that residential developments are not approved when reviewing a proposed ALP or any other information related to the airports subject to FAA review. There is no justification for the introduction of residential development inside a federally obligated airport. It is the sponsor's federal obligation not to make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the ALP, as approved by the FAA, and that might, in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the airport.

b. Background.

The FAA differentiates between a typical pilot resting facility or crew quarters and a hangar residence or hangar home. The FAA recognizes that certain aeronautical uses – such as commercial air taxi, charter, and medical evacuation services – may have a need for limited and short-term flight crew quarters for temporary use, including overnight and on-duty times. There may be a need for aircraft rescue and fire fighting (ARFF) quarters if there is a 24-hour coverage requirement. Moreover, an airport manager or a fixed-base operator (FBO)⁴⁵ duty manager may have living quarters assigned as part of his or her official duties. Living quarters in these cases would be airport-compatible if an airport management or FBO job requires an official presence at the airport at off-duty times, and if the specific circumstances at the airport reasonably justify that requirement.

However, other than the performance of official duties in running an airport or FBO, the FAA does not consider permanent or long-term living quarters to be an acceptable use of airport property at federally obligated airports. This includes developments known as airparks or fly-in communities, and any other full-time, part-time, or secondary residences on airport property – even when co-located with an aviation hangar or aeronautical facility. While flight crew or caretaker quarters may include some amenities, such as beds, showers, televisions, and

refrigerators, these facilities are designed to be used for overnights and resting periods, not as permanent or even temporary residences for flight crews, aircraft owners or operators, guests, customers, or the families or relatives of same.

The definition of flight crew is limited to those individuals necessary for the operation of an aircraft, such as pilot-in-command (PIC), second in command, flight engineer, flight attendants, loadmasters, search and rescue (SAR) flight personnel, medical technicians, and flight mechanics. It does not include the families, relatives, or guests of flight crewmembers not meeting the preceding definition.

An effort to obtain residential status for the development under zoning laws may indicate intent to build for residential use. Airport standards, rules, and regulations should prevent the introduction of residential development on federally obligated airports. The FAA expects the airport sponsor to have rules and regulations to control or prevent such uses, as well as to oppose residential zoning that would permit such uses since these uses may create hazards or safety risks between airport operations and nonaeronautical tenant activities. If doubts exist regarding the nature of a proposed facility, the airport sponsor may ask FAA to evaluate the proposed development. Also, the FAA may conduct a land use inspection to determine the true nature of the development; the FAA would then make a determination on whether the facility is compatible with the guidance provided herein.

c. Authority and Compliance Requirements.

Allowing residential development, including airport hangars that incorporate living quarters for permanent or long-term use, on federally obligated airports is incompatible with airport operations. It conflicts with several grant assurance requirements.

Under Grant Assurance 5, Preserving Rights and Powers, an airport sponsor should not take any action that may deprive it of its rights and powers to direct and control airport development and comply with the grant assurances. The private interests of residents establishing private living can conflict with the interests of the airport sponsor to preserve its rights and powers to operate the airport in compliance with its federal obligations. It should not be assumed that the interests of the sponsor and that of a homeowner located on the airport will be the same or that because the homeowner owns an aircraft, he or she will automatically support the airport on all aviation activities. In addition, local laws relating to residences could restrict the airport operator's ability to control use of airport land and to apply standard airport regulations.

Under Grant Assurance 19, Operation and Maintenance, airport sponsors will not cause or permit any activity or action that would interfere with the intended use of the airport for airport purposes. Permanent living facilities should not be permitted at public airports because the needs of airport operations may be incompatible with residential occupancy from a safety standpoint.

Under Grant Assurance 21, Compatible Land Use, airport sponsors, to the extent possible, must ensure compatible land use both on and off the airport. Residential development in the vicinity of airports may result in complaints from residents concerned about personal safety, aircraft noise, pollution, and other quality-of-life issues. Bringing residential development onto the airport, even in the form of residential hangars, increases the likelihood that quality-of-life issues may lead to conflicts with the airport sponsor and appeals for restrictions on aircraft operations. Moreover, an airport sponsor permitting on-airport residential living quarters will have greater difficulty convincing local zoning authorities to restrict residential development off-airport.

Therefore, airport sponsors are encouraged to:

(1). Explicitly prohibit the development of residential living quarters on the airport in all tenant leases and subleases.

(2). Develop minimum standards that require the explicit advanced approval of all tenant subleases by the airport sponsor.

(3). Include clauses in all tenant leases stating that unauthorized development of residential living quarters may be declared an event of default under the lease and that the airport sponsor may declare any noncomplying subleases null and void.

(4.) Convert any existing living quarters into nonresidential use at the earliest opportunity, especially if the airport sponsor holds title to the living quarters.

d. Conclusion. Permitting certain on-airport development, including residential development, conflicts with several federal grant assurances and federal surplus property obligations. Such residential development may have some or all of the following undesirable consequences:

(1). Aircraft noise complaints.

(2). Proposed restrictions or limitations on aircraft and/or airport operations brought by the residential tenants.

(3). The execution of easements, leases, and subleases that encumber airport property for

(4). Increased likelihood of vehicle/pedestrian deviations (V/PDs) due to residents, guests, and unsupervised children unfamiliar with an operating airfield environment; unleashed pets roaming the airfield; and the interaction between private vehicles and aircraft that compromise safe airfield operations.

(5). Increased public safety and legal liability risks, including fire hazards, if codes have been compromised by the co-location of residential living quarters within hangars and other aeronautical facilities.

(6). Line-of-sight obstructions and operational limitations due to the greater height of two-story hangars.

e. Summary. Residential development, either standing alone or collocated as part of a hangar or other aeronautical facility, is not an acceptable use of airport property under the federal grant assurances or surplus and nonsurplus property federal obligations. The ADOs and regional airports divisions have the responsibility for ensuring that residential development is not approved as part of a review of a proposed ALP and that airport property is not released for residential development.

From: Kevin Smith <kevinhsmith@kevinhsmith.com>
Sent: Friday, August 03, 2018 11:56 AM
To: Panteli, Jorge (FAA) <Jorge.Panteli@faa.gov>
Subject: Residential housing at Pease

Hi Jorge - hope all finds you well and you're enjoying summer.

Have a question for you that comes from one of the City Councilors in Portsmouth. In short, one of the City Councilor's is exploring the idea of putting housing at the tradeport. As part of her research, she seems to think (perhaps in her conversations with Dave and Lynn) that there may be some FAA restrictions when it comes to housing on the non-airport land.

Can you let me know if you know anything about this, in particular, whether or not there is anything in the land transfer docs that would prevent housing on the non-airport land of the tradeport? Appreciate any insight you may be able to shed on this matter.

Thanks Jorge. Have a nice weekend,

Kevin

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to extend to March 31, 2019, the Option for the premises located at 100 New Hampshire Avenue (the "Premises") to Two International Group, LLC; as outlined in the letter from Lynn M. Hinchee, Deputy Executive Director and General Counsel, dated July 6, 2018, attached hereto.

N:\RESOLVES\2018\TIGOptionExt 0818.docx



July 6, 2018

Mr. Daniel L. Plummer, President
Two International Group
One New Hampshire Avenue, Suite 101
Portsmouth, NH 03801

Re: Review and Adjustment of Option Provisions
100 New Hampshire Avenue, Portsmouth, NH

Dear Dan,

Following your discussion with PDA Board Chairman, Kevin Smith, at the last PDA Board Meeting, we were asked to review the calculation of the payment terms for the above referenced Option and to make any required adjustment to reflect the cost associated with two nine (9) month options. Please note that the most current option period of August 1, 2018 to January 31, 2019 has been reviewed and does not require any adjustment.

A review of the eighteen (18) month Option reflects the following payments:

February 1, 2017 to July 31, 2017	\$12,100
August 1, 2017 to January 31, 2018	\$24,200
February 1, 2018 to July 31, 2018	<u>\$36,300</u>
Total Payments:	\$72,600

Had the Option been calculated for two nine (9) month periods at 10% and 20% the required payments would have been:

February 1, 2017 to October 31, 2017	\$18,150
November 1, 2017 to July 31, 2018	<u>\$36,300</u>
Total Payments:	\$54,450

The difference in payments made and payments owed based on two nine (9) month Option terms is \$18,150. As indicated, the calculation for the most recent six month period through January 31, 2019 at 40% is correct and reflects PDA's standard requirement for the fourth six (6) month option term increment.

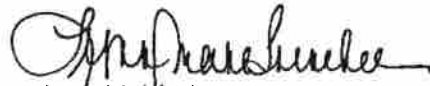
Mr. Daniel L. Plummer, President
Two International Group
July 6, 2018
Page 2

In order to correct this overpayment, PDA is willing to refund you the amount of \$18,150 or, alternatively, to extend the most recent option period through March 15, 2019 to fully credit the overpayment at the 40% rate.

Please advise us as to your preference and we will proceed accordingly.

While PDA thought in reducing the first option fee to \$12,100 we had addressed your concerns, we failed to recognize that the six months renewals, without a similar reduction, would compound the rate discrepancy. We apologize for our error and are appreciative that you continued to pursue this matter to correction.

Sincerely,



Lynh M. Hinchee

Deputy Executive Director and General Counsel

cc: Kevin H. Smith
David R. Mullen
Irv Canner

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an extension of the Right of Entry with the New Hampshire Department of Transportation (“NHDOT”) for the Portsmouth Transportation Center and associated parking facility located at Pease International Tradeport for a period of one (1) year in anticipation of the transfer of the Premises to NHDOT prior to that date; all in accordance with the Extension of Right of Entry, attached hereto.

N:\RESOLVES\2018\NHDOTParkandRide 0813.docx

August 8, 2018

Victoria Sheehan, Commissioner
New Hampshire Department of Transportation
PO Box 483
Concord, NH 03302-0483

Re: Extension of Right of Entry - Park and Ride Facility
Pease International Tradeport, Portsmouth, New Hampshire

Dear Commissioner Sheehan:

This letter will serve to extend the Right of Entry dated September 3, 1998 granted to New Hampshire Department of Transportation (“NHDOT”) and/or its agents to enter upon the premises defined as Exhibit A of the Right of Entry dated September 3, 1998 and Exhibit A-1 of the Extension of Right of Entry dated October 4, 1999 (the “Premises”) for the purpose of operating the Portsmouth Transportation Center and the associated parking facility. In contemplation of the transfer of the Premises to the NHDOT, the Right of Entry is hereby extended from January 1, 2019 through December 31, 2019 and will expire at midnight on December 31, 2019, unless otherwise extended by agreement of NHDOT and Pease Development Authority.

All other terms and conditions of the Right of Entry dated September 3, 1998, as amended, shall remain in full force and effect. Please indicate by your signature below NHDOT’s consent and return the same to me.

Sincerely,

David R. Mullen
Executive Director

Agreed and accepted this ___ day of _____, 2018

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: _____
Duly authorized

cc: Mark H. Gardner, Deputy General Counsel

P:\NHDOT\ROEN\NHDOT 080818.docx



FY 2018 FINANCIAL REPORT FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018



**BOARD OF DIRECTOR'S MEETING
AUGUST 16, 2018**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES 2

FOR THE ELEVEN MONTH PERIOD ENDING

MAY 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	<u>13,442</u>	<u>13,027</u>	<u>415</u>	<u>14,319</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	5,927	5,718	209	6,242
BUILDINGS AND FACILITIES MAINTENANCE	1,581	1,975	(394)	1,353
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	1,059	1,075	(16)	1,153
UTILITIES <i>(PAGE #6)</i>	600	728	(128)	797
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	430	617	(187)	681
MARKETING AND PROMOTION	236	269	(33)	295
ALL OTHER <i>(PAGE #6)</i>	<u>905</u>	<u>895</u>	<u>10</u>	<u>1,021</u>
OPERATING INCOME	<u>10,738</u>	<u>11,277</u>	<u>(539)</u>	<u>11,542</u>
	<u>2,704</u>	<u>1,750</u>	<u>954</u>	<u>2,777</u>
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	(23)	(10)	13	12
DEPRECIATION	<u>5,354</u>	<u>5,780</u>	<u>(426)</u>	<u>6,306</u>
NET OPERATING INCOME	<u>(2,627)</u>	<u>(4,020)</u>	<u>1,393</u>	<u>(3,541)</u>

BUDGET VARIANCE ANALYSIS

- OPERATING REVENUES-
HIGHER BY 3.2 % ...

- TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES, OFFSET BY INCREASES IN:

- GOLF FEES- ESCALATION IN NONMEMBER ROUNDS PLAYED
- CONCESSION REVENUES FROM HIGHER GRILL 28 SALES
- WHARFAGE AND DOCKAGE
- DPH FUEL SALES

- OPERATING COSTS-
LOWER BY 4.8 %...

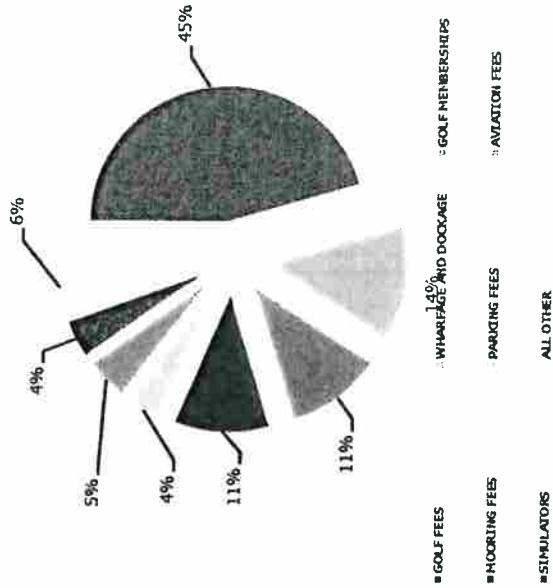
- ANTICIPATED TIMING DIFFERENCES ASSOCIATED WITH CLF RELATED LEGAL FEES
- HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED
- TIMING DIFFERENCES IN RECEIPT OF MULTIPLE UTILITY INVOICES
- BENEFITED EMPLOYEE OVERTIME IN SUPPORT OF INCREASED ENPLANEMENTS AND WATERFRONT ACTIVITIES.

CONSOLIDATED OPERATING REVENUES FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	8,810	9,032	(222)	9,723
FEE REVENUES <i>(SEE PIE CHART)</i>	2,748	2,444	304	2,860
FUEL SALES <i>(SEE TABLE BELOW)</i>	716	631	85	699
CONCESSION REVENUE	408	309	99	348
GOLF MERCHANDISE	219	199	20	225
ALL OTHER- NET	541	412	129	464
	13,442	13,027	415	14,319

FEE REVENUES YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	BUDGET1 VARIANCES	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
SKYHAVEN AIRPORT	60	65	(5)	47	57	(10)
PORTSMOUTH FISH PIER	425	398	27	331	331	-
RYE HARBOR	96	94	2	73	88	(15)
HAMPTON HARBOR	135	74	61	101	93	8
	716	631	85	552	569	(17)

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018

(\$ 000's)

CURRENT STAFF ANALYSIS (FILLED POSITIONS) AS OF JULY 12, 2018

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
PERSONNEL SERVICES				
BENEFITED	3,452	3,459	13	3,741
NONBENEFITED	602	644	(42)	725
OVERTIME	300	186	114	198
ACCRUED VACATION AND SICK	(2)	-	(2)	-
	<u>4,352</u>	<u>4,269</u>	<u>83</u>	<u>4,664</u>
FRINGE BENEFITS				
HEALTH INSUR	1,063	873	190	952
RETIREMENT	462	487	(25)	528
DENTAL INSURANCE	60	56	4	62
LIFE INSURANCE	26	33	(7)	36
	<u>1,595</u>	<u>1,449</u>	<u>126</u>	<u>1,578</u>
	<u>5,927</u>	<u>5,718</u>	<u>209</u>	<u>6,242</u>

	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL
EXECUTIVE	1.0	1.0	-	-	2.0
MAINTENANCE	-	18.0	1.0	-	19.0
PORTSMOUTH AIRPORT	3.0	8.0	5.0	-	16.0
SKYHAVEN	-	-	3.0	-	3.0
GOLF COURSE	3.0	4.0	-	57.0	64.0
ENGINEERING	3.0	0.5	-	-	3.5
LEGAL / HUMAN RESOURCES	1.0	2.0	1.0	-	4.0
FINANCE	2.0	2.5	-	-	4.5
PORT AUTHORITY	1.0	9.0	11.0	15.0	36.0
	<u>14.0</u>	<u>45.0</u>	<u>21.0</u>	<u>72.0</u>	<u>152.0</u>

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018

(\$ 000's)

UTILITIES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	PROFESSIONAL SERVICES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
ELECTRICITY	345	383	(38)	420	LEGAL	266	458	(192)	500
WATER	70	115	(45)	120	INFORMATION TECHNOLOGY	72	78	(6)	85
WASTE DISPOSAL	84	83	1	100	EXTERNAL AUDIT	48	60	(12)	73
NATURAL GAS AND OIL	69	92	(23)	97	ALL OTHER- NET	44	21	23	23
PROPANE	32	55	(23)	60		430	617	(187)	681
	<u>600</u>	<u>728</u>	<u>(128)</u>	<u>797</u>					

ADMINISTRATIVE AND GENERAL	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	ALL OTHER	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
FICA	316	326	(10)	357	FUEL	552	569	(17)	651
INSURANCE	153	147	6	160	COAST TROLLEY	82	110	(28)	120
TELEPHONE / COMMUNICATIONS	1-2	108	(6)	68	GOLF MERCHANDISE	180	159	21	180
BANK FEES	79	55	24	62	GOLF CART LEASE	91	57	34	70
WORKERS' COMPENSATION	57	105	(48)	113		905	895	10	1,021
ALL OTHER-NET	352	334	18	393					
	<u>1,059</u>	<u>1,075</u>	<u>(16)</u>	<u>1,153</u>					

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET			FISCAL BUDGET
INTEREST EXPENSE	14	14	-	16		PROVIDENT BANK	-
INTEREST INCOME AND OTHER	(37)	(24)	(13)	(4)		CITY OF PORTSMOUTH	16
	<u>(23)</u>	<u>(10)</u>	<u>13</u>	<u>12</u>		TOTAL	<u>14</u> <u>16</u>

INTEREST EXPENSE

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF MAY 31, 2018

(\$ 000's)

<u>PROJECT NAME</u>	<u>APPROVAL DATE</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
PSM OBSTRUCTION DESIGN (SBG 04-2014)	04-25-14	333	316	265	(20)	245	-	-
PSM SECURITY IDENTIFICATION MANAGEMENT SYSTEM (SBG 05-2016)	03-21-16	392	373	392	(20)	307	65	-
PSM TERMINAL BATHROOM RENOVATIONS (AIP 56)	04-21-16	546	519	536	(27)	434	75	75
PSM RUNWAY 16-34 DESIGN (AIP 58)	05-18-17	1,265	885	471	(141)	230	100	64
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	531	(27)	485	19	13
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	3	-	-	3	-
PSM- AIR NATIONAL GUARD PROJECT	-	2,500	2,500	2,322	-	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	-	-
							<u>311</u>	<u>152</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 05-31-18
PORTSMOUTH AIRPORT (PSM)					
RUNWAY 16-34 DESIGN (AIP 58)	96	376	-	376	472
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	1	-	1	4
AIR NATIONAL GUARD TAXIWAY	-	2,438	(2,438)	-	-
OBSTRUCTION REMOVAL DESIGN / CONSTRUCTION (AIP 60)	-	567	(567)	-	-
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)	-	43	(43)	-	-
TERMINAL RESTROOM RENOVATIONS (AIP 56)	-	8	(8)	-	-
	485	3,564	(3,573)	(9)	476

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 05-31-18
SKYHAVEN AIRPORT (DAW)					
TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	797	669	(1,466)	(797)	-
SNOW REMOVAL EQUIPMENT (SBG 08-2017)	4	3	-	3	7
LED LIGHT REPLACEMENT / POLE PAINTING	-	26	(26)	-	-
RUNWAY RECONSTRUCTION DESIGN	-	7	(7)	-	-
	<u>801</u>	<u>705</u>	<u>(1,499)</u>	<u>(794)</u>	<u>7</u>
MAINTENANCE					
SIDEWALK TRACTOR	-	<u>105</u>	<u>(105)</u>	-	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-17	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 05-31-18
GOLF COURSE					
WELL VIABILITY STUDY	1	(1)	-	(1)	-
GOLF CART BRIDGE REPLACEMENT	-	182	(182)	-	-
TORO FAIRWAY MOWER	-	60	(60)	-	-
CLUBHOUSE / RESTAURANT ENHANCEMENTS	-	21	(21)	-	-
SIMULATOR EQUIPMENT	-	2	-	2	2
	<u>1</u>	<u>264</u>	<u>(263)</u>	<u>1</u>	<u>2</u>
ADMINISTRATION					
PAYROLL KIOSKS	-	9	(9)	-	-
WEBSITE REDESIGN PROJECT	-	29	-	29	29
COMPUTER REPLACEMENTS	-	15	(15)	-	-
	<u>-</u>	<u>53</u>	<u>(24)</u>	<u>29</u>	<u>29</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 05-31-18
TRADEPORT	=	<u>9</u>	<u>(9)</u>	=	=
SECURITY AND FIRE ALARM MONITORING SYSTEM	=				=

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 05-31-18
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)	-	-
SECURITY LIGHTING UPGRADE	-	15	(15)	-	-
DESIGN BARGE DOCK REPLACEMENT	-	11	(11)	-	-
EVINRUDE ENGINE- 115 HP	-	8	(8)	-	-
VESSEL SERVICE POWER REPLACEMENT	-	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>(176)</u>	<u>42</u>	<u>58</u>
TOTAL	<u>1,303</u>	<u>4,918</u>	<u>(5,649)</u>	<u>(731)</u>	<u>572</u>

LONG TERM DEBT LIABILITIES AS OF MAY 31, 2018

(\$ 000's)

SCHEDULE OF DEBT SERVICE REPAYMENT

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	116	232
ACCRUED SICK LIABILITY	-	97	97
TOTAL	<u>116</u>	<u>213</u>	<u>329</u>

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

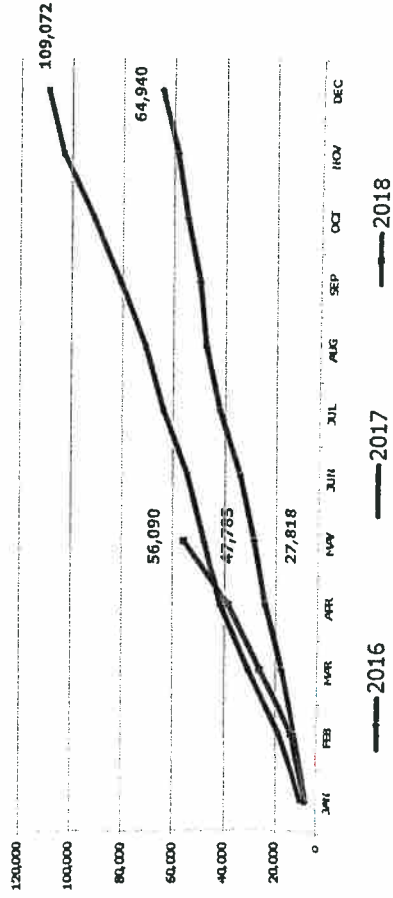
STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>997</u>	<u>935</u>	<u>62</u>	<u>1,014</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	946	881	65	959
BUILDINGS AND FACILITIES MAINTENANCE	622	503	119	1,156
GENERAL AND ADMINISTRATIVE	249	225	24	246
UTILITIES	278	285	(7)	322
PROFESSIONAL SERVICES	4	-	4	-
MARKETING AND PROMOTION	46	16	30	18
ALL OTHER	-	-	-	-
OPERATING INCOME	(1,148)	(975)	(173)	(1,687)
NONOPERATING (INCOME) AND EXPENSE				
DEPRECIATION	3,093	3,483	(390)	3,800
NET OPERATING INCOME	(4,241)	(4,458)	217	(5,487)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
FACILITIES RENTAL	735	735	-	801
CONCESSION REVENUES	60	7	53	7
FEE REVENUES	162	140	22	141
ALL OTHER	40	53	(13)	65
	<u>997</u>	<u>935</u>	<u>62</u>	<u>1,014</u>

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018 SKYHAVEN AIRPORT

(\$ 000's)

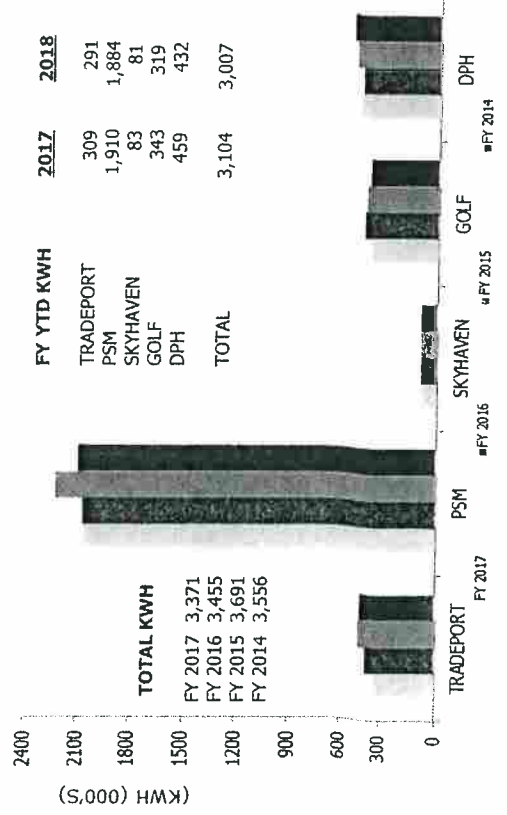
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>160</u>	<u>162</u>	<u>(2)</u>	<u>180</u>				
FACILITIES RENTAL	99	96	3	105				
FUEL SALES	60	65	(5)	74				
ALL OTHER	1	1	-	1				
	<u>160</u>	<u>162</u>	<u>(2)</u>	<u>180</u>				
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	46	77	(31)	92				
BUILDINGS AND FACILITIES MAINTENANCE	71	66	5	82				
GENERAL AND ADMINISTRATIVE	30	35	(5)	29				
UTILITIES	23	8	(5)	31				
PROFESSIONAL SERVICES	6	5	1	5				
MARKETING AND PROMOTION	-	-	-	-				
ALL OTHER- FUEL	47	57	(10)	63				
	<u>223</u>	<u>268</u>	<u>(45)</u>	<u>302</u>				
OPERATING INCOME	(63)	(106)	43	(122)				
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION	416	390	26	426				
NET OPERATING INCOME	(479)	(496)	17	(548)				
GALLONS OF FUEL SOLD								
FY 2017	1,022	14,639	16,735	\$ 4.15				
FY 2018	1,383	13,619	13,619	\$ 4.42				
NET CASH FLOW								
FY 2018	(63)	(705)	-	1,370	602			
FY 2017	(91)	(929)	-	301	(719)			
FY 2016	(53)	(193)	-	451	205			
FY 2009-2015	(691)	(4,477)	(100)	3,603	(1,665)			
	<u>(898)</u>	<u>(6,304)</u>	<u>(100)</u>	<u>5,725</u>	<u>(1,577)</u>			

STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018 TRADEPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>7,788</u>	<u>7,787</u>	<u>1</u>	<u>8,368</u>
RENTAL OF FACILITIES	7,452	7,560	(108)	8,121
ALL OTHER	336	227	109	247
	<u>7,788</u>	<u>7,787</u>	<u>1</u>	<u>8,368</u>
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	146	291	(145)	313
GENERAL AND ADMINISTRATIVE	44	42	2	46
UTILITIES	94	122	(28)	133
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	82	110	(28)	120
	<u>366</u>	<u>565</u>	<u>(199)</u>	<u>612</u>
OPERATING INCOME	<u>7,422</u>	<u>7,222</u>	<u>200</u>	<u>7,756</u>
NONOPERATING (INCOME) AND EXPENSE	(27)	-	27	-
DEPRECIATION	713	748	(35)	816
NET OPERATING INCOME	<u>6,682</u>	<u>6,474</u>	<u>208</u>	<u>6,940</u>

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



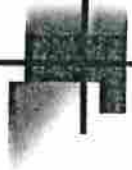
STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018 GOLF COURSE

(\$ 000's)

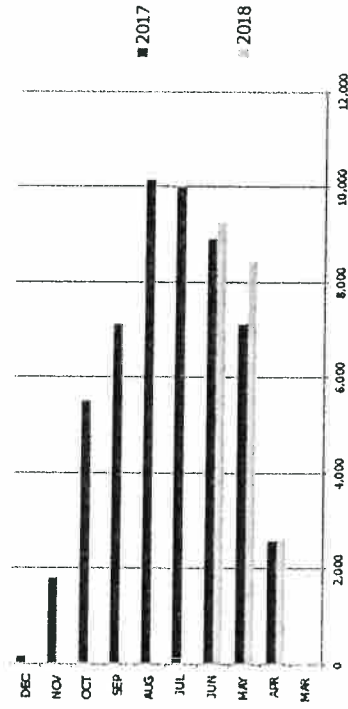
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET		YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>2,268</u>	<u>2,009</u>	<u>259</u>	<u>2,375</u>		<u>346</u>	<u>297</u>	<u>49</u>	<u>335</u>
OPERATING EXPENSES									
PERSONNEL SERVICES AND BENEFITS	857	795	62	894				144	1,357
BUILDINGS AND FACILITIES MAINTENANCE	336	286	50	320				36	320
GENERAL AND ADMINISTRATIVE	250	214	36	237				(1)	120
UTILITIES	108	187	(81)	195				<u>1</u>	<u>18</u>
PROFESSIONAL SERVICES	14	16	(2)	17				<u>180</u>	<u>1,815</u>
MARKETING AND PROMOTION	48	52	(4)	58				31	225
ALL OTHER	271	216	55	250				<u>259</u>	<u>2,375</u>
	<u>1,884</u>	<u>1,766</u>	<u>118</u>	<u>1,971</u>		<u>2,268</u>	<u>2,009</u>	<u>259</u>	<u>2,375</u>
OPERATING INCOME	384	243	141	404		219	1,584	346	2,268
NONOPERATING (INCOME) AND EXPENSE	1	-	1	-		214	1,463	164	1,884
DEPRECIATION	367	354	13	387		5	121	182	384
NET OPERATING INCOME	16	(111)	127	17		5	121	182	384

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERA	FOOD / BEV	SIM	TOTAL
OPERATING REVENUES	219	1,584	346	119	2,268
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	214	1,463	164	43	1,884
OPERATING INCOME	5	121	182	76	384

KEY GOLF COURSE BENCHMARKING DATA

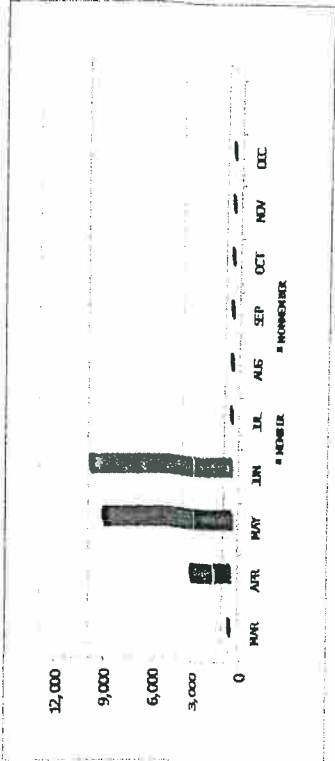


ROUNDS OF GOLF PLAYED (SEASON)



	2018 YTD	2017 YTD	2017 SEASON
ROUNDS PLAYED	20,332	18,577	53,234
RAIN DAYS	25	34	52

2018 MEMBER / NONMEMBER ROUNDS (SEASON)



	GOLF SIMULATOR REVENUES		GRILL 28 GROSS SALES	
	FY 2017	FY 2018	FY 2017	FY 2018
JULY	\$ 148	\$ 253	\$ 183,674	\$ 195,199
AUGUST	64	992	191,472	210,451
SEPTEMBER	-	251	160,353	178,766
OCTOBER	3,827	3,135	122,716	156,482
NOVEMBER	12,420	14,913	88,068	98,447
DECEMBER	21,198	18,951	108,400	115,699
JANUARY	28,021	23,260	91,004	100,736
FEBRUARY	23,123	23,406	82,539	95,902
MARCH	25,130	23,198	86,387	86,828
APRIL	9,270	10,006	118,351	127,356
MAY	1,345	841	172,014	194,537
JUNE	253	97	204,313	248,212
TOTAL	\$ 124,799	\$ 119,353	\$ 1,659,595	\$ 1,808,615

2018 ROUNDS-SEASON		2017 ROUNDS-SEASON	
MEMBER	6,267	MEMBER	5,383
NONMEMBER	14,065	NONMEMBER	13,194
TOTAL	20,332	TOTAL	18,577

CLUB/ COURSE FUNCTIONS	FY 2018 YTD	FY 2017 YTD
GROUPS 12-40	48,303	43,245
TOURNAMENT PLAY	216,211	161,338
LEAGUES	101,348	106,115
FOOD AND ROOM FEES	268,933	206,411

STATEMENT OF OPERATIONS FOR THE ELEVEN MONTH PERIOD ENDING MAY 31, 2018 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>2,076</u>	<u>1,993</u>	<u>83</u>	<u>2,220</u>	FACILITY RENTALS	514	635	(121)	691
OPERATING EXPENSES					CONCESSION REVENUE	3	6	(3)	6
PERSONNEL SERVICES AND BENEFITS	981	912	69	999	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	178	147	31	177	MOORING FEES	304	298	6	325
GENERAL AND ADMINISTRATIVE	143	170	(27)	213	PARKING	99	96	3	116
UTILITIES	96	105	(9)	116	REGISTRATIONS	19	103	(84)	150
PROFESSIONAL SERVICES	13	22	(9)	26	WHARF / DOCK	<u>374</u>	<u>210</u>	<u>164</u>	<u>214</u>
MARKETING AND PROMOTION	-	2	(2)	2	FUEL SALES	<u>796</u>	<u>707</u>	<u>89</u>	<u>805</u>
ALL OTHER - FUEL	505	512	(7)	588	ALL OTHER	107	79	28	93
	<u>1,916</u>	<u>1,870</u>	<u>46</u>	<u>2,121</u>	TOTAL	<u>2,076</u>	<u>1,993</u>	<u>83</u>	<u>2,220</u>
OPERATING INCOME	160	123	37	99	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	(1)	(1)	-	(1)	HAMPTON HARBOR	200	219	443	323
DEPRECIATION	651	680	(29)	741	RYE HARBOR	219	443	873	18
NET OP INCOME	<u>(490)</u>	<u>(556)</u>	<u>66</u>	<u>(641)</u>	OPERATING REVENUES	200	219	443	323
					OPERATING EXPENSES (EXCLUDING DEPRECIATION)	226	161	412	405
					OPERATING INCOME	<u>(26)</u>	<u>58</u>	<u>464</u>	<u>(82)</u>
					NET OP INCOME	<u>(26)</u>	<u>31</u>	<u>464</u>	<u>(285)</u>

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

	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE BUDGET		FISCAL YEAR BUDGET	
	104	93	11	107	11	107	5	5	5	5
HARBOR DREDGING	FOREIGN TRADE ZONE									
OPERATING REVENUES	104	93	11	107	11	107	5	5	-	5
OPERATING EXPENSES										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	41	38	3	50	30	-	30	-	30	-
GENERAL AND ADMINISTRATIVE	8	-	8	-	-	1	-	1	(1)	1
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	7	11	4	4	8
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	49	38	11	50	41	8	41	33	33	9
OPERATING INCOME	55	55	-	57	(36)	(3)	(36)	(3)	(33)	(4)
NONOPERATING (INCOME) AND EXPENSE	(1)	(1)	-	(1)	-	-	-	-	-	-
DEPRECIATION	62	60	2	65	-	-	-	-	-	-
NET OPERATING INCOME	(6)	(4)	(2)	(7)	(36)	(3)	(36)	(3)	(33)	(4)

(\$ 000's)

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

(CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET		BALANCE AT 06-30-2017	BALANCE AT 05-31-2018
REVOLVING LOAN FUND							
OPERATING REVENUES	44	44	-	48			
OPERATING EXPENSES							
PERSONNEL SERVICES AND BENEFITS	-	-	-	-		111	37
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-		-	-
GENERAL AND ADMINISTRATIVE	1	-	1	-		111	37
UTILITIES	-	-	-	-		132	167
PROFESSIONAL SERVICES	30	20	10	22		940	995
MARKETING AND PROMOTION	-	-	-	-		1,072	1,162
ALL OTHER	-	-	-	-		1,183	1,199
OPERATING INCOME	13	24	(11)	26		90.6	96.9
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-			
DEPRECIATION	-	-	-	-		15.6	21.9
NET OPERATING INCOME	13	24	(11)	26			

REVOLVING LOAN FUND RECONCILIATION

CASH BALANCES

GENERAL FUNDS 111 37
SEQUESTERED FUNDS - -

LOANS OUTSTANDING

CURRENT 132 167
LONG TERM 940 995

CAPITAL UTILIZATION RATE- % (*) 90.6 96.9

FUND EXCESS (DEFICIENCY)- % (*) 15.6 21.9

(*) EXCLUDES SEQUESTERED FUNDS.

PEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION

(EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

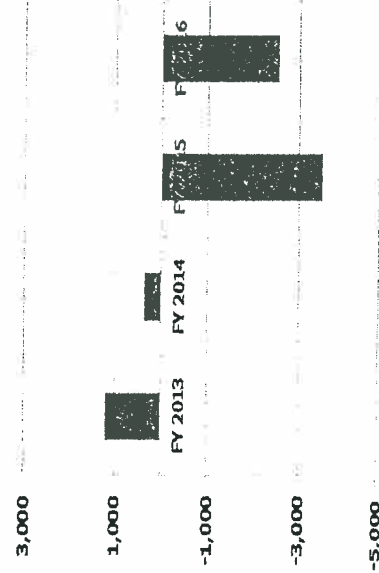
(\$ 000's)

	JUN 30 2017	MAY 31 2018	JUN 30 2017	MAY 31 2018
ASSETS			LIABILITIES 1,340	
CURRENT ASSETS			CURRENT LIABILITIES	
CASH AND EQUIVALENTS	3,256	4,673	ACCOUNTS PAYABLE	1,231
ACCOUNTS RECEIVABLE- NET	1,258	483	ACCOUNTS PAYABLE- CONSTRUCTION	888
OTHER ASSETS	493	437	UNEARNED REVENUE	408
TOTAL CURRENT ASSETS	5,007	5,593	REVOLVING LOC FACILITY	-
			CURRENT PORTION- LT LIABILITIES	116
RESTRICTED ASSETS			TOTAL CURRENT LIABILITIES	2,642
CASH AND EQUIVALENTS	-	-	NONCURRENT LIABILITIES	
ACCOUNTS RECEIVABLES- NET	-	-	NET PENSION LIABILITY	4,355
TOTAL RESTRICTED ASSETS	-	-	OTHER LT LIABILITIES	310
			TOTAL LIABILITIES	7,313
CAPITAL ASSETS			DEFERRED INFLOWS OF RESOURCES	
LAND, BUILDINGS AND EQUIPMENT	54,127	54,922	PENSION	162
CONSTRUCTION IN PROCESS (PAGES #10-#14)	1,287	514	NET POSITION	
TOTAL ASSETS	55,414	55,436	NET INVESTMENT IN CAPITAL ASSETS	54,178
			RESTRICTED FOR:	
DEFERRED OUTFLOWS OF RESOURCES			REVOLVING LOAN FUND	-
PENSION	1,380	1,380	HARBOR DREDGING	-
			FOREIGN TRADE ZONE	-
			UNRESTRICTED	148
			TOTAL NET POSITION	56,264

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)

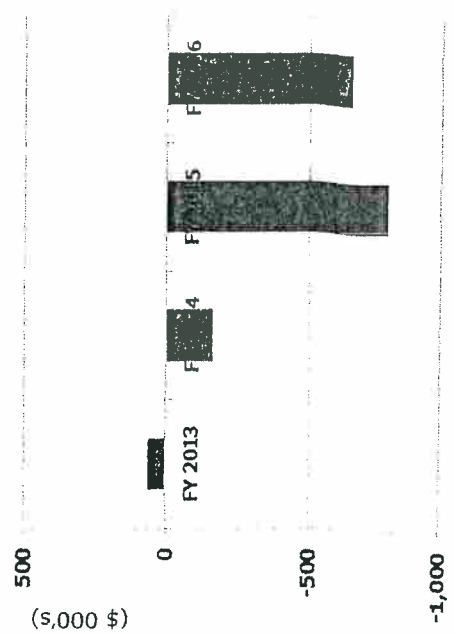
	JUN 30 2017	MAY 31 2018
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	233	251
ACCOUNTS PAYABLE- CONSTRUCTION	-	-
UNEARNED REVENUE	291	277
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	<u>524</u>	<u>528</u>
NONCURRENT LIABILITIES		
NET PENSION LIABILITY	1,135	1,135
OTHER LT LIABILITIES	22	18
	<u>1,157</u>	<u>1,153</u>
TOTAL LIABILITIES	<u>1,681</u>	<u>1,681</u>
DEFERRED INFLOWS OF RESOURCES		
PENSION	47	47
NET POSITION		
NET INVESTMENT IN CAPITAL ASSETS	9,588	9,000
RESTRICTED FOR:		
REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(500)	(362)
TOTAL NET POSITION	<u>9,089</u>	<u>8,638</u>

	JUN 30 2017	MAY 31 2018
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	776	896
ACCOUNTS RECEIVABLE- NET	66	91
OTHER ASSETS	45	37
TOTAL CURRENT ASSETS	<u>887</u>	<u>1,024</u>
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	<u>-</u>	<u>-</u>
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	9,572	8,942
CONSTRUCTION IN PROCESS (PAGES #10-#14)	16	58
TOTAL ASSETS	<u>9,588</u>	<u>9,000</u>
DEFERRED OUTFLOWS OF RESOURCES		
PENSION	342	342
TOTAL ASSETS	<u>10,475</u>	<u>10,024</u>

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

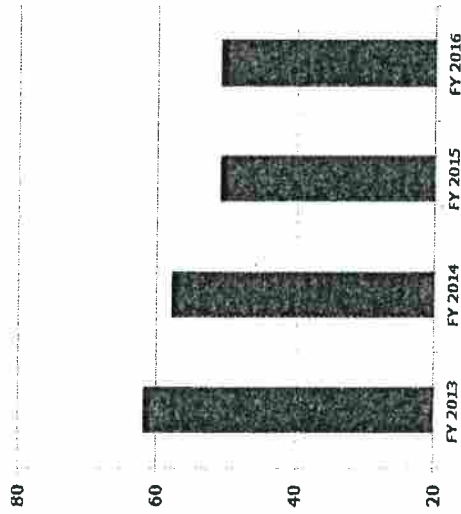
(\$ 000's)

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

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

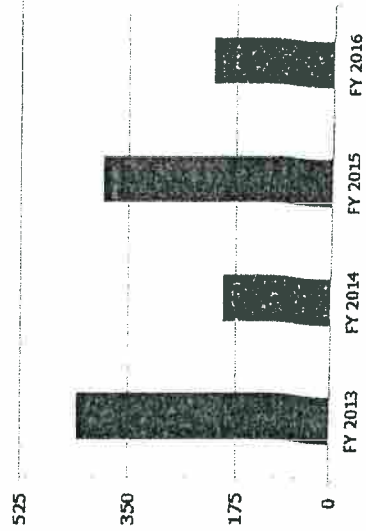
(\$ 000's)

	JUN 30 2017	MAY 31 2018	JUN 30 2017	MAY 31 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	253	253
ACCOUNTS RECEIVABLE- NET	-	-	-	8
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	537	450	-	-
ACCOUNTS RECEIVABLES- NET	4	11	-	-
TOTAL RESTRICTED ASSETS	<u>541</u>	<u>461</u>	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	668	762	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,209</u>	<u>1,223</u>	668	745
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	288	217
	-	-	-	-
TOTAL NET POSITION	<u>956</u>	<u>962</u>	<u>956</u>	<u>962</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>253</u>	<u>261</u>	<u>253</u>	<u>261</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>253</u>	<u>261</u>	<u>253</u>	<u>261</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	668	745	668	745
RESTRICTED FOR: REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>956</u>	<u>962</u>	<u>956</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:
 - VESSEL SERVICE POWER REPLAC 94
 - RYE STORM DAMAGE 36
 - PFP FISH PIER INSPECTION 25
 - PFP ELECTRICAL DESIGN 21
 - SECURITY LIGHTING UPGRADE 15
 - PFP ICE COMPRESSOR REPAIR 9
 - ALL OTHER 41

NET RESTRICTED POSITION AT JUNE 30



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

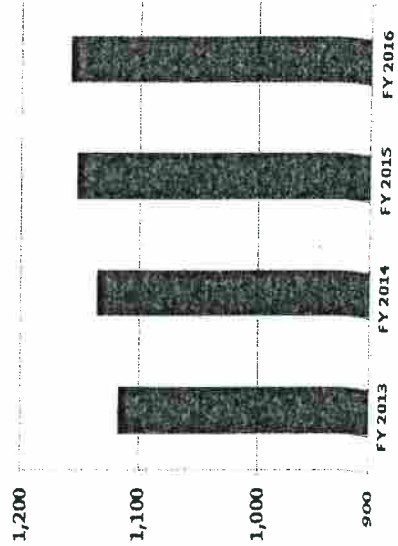
(\$ 000's)

	JUN 30 2017	MAY 31 2018	JUN 30 2017	MAY 31 2018
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	1	3
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	111	37	1	3
ACCOUNTS RECEIVABLES- NET	1,072	1,162	-	-
TOTAL RESTRICTED ASSETS	<u>1,183</u>	<u>1,199</u>	<u>1</u>	<u>3</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (PAGES #10-#14)	-	-	-	-
TOTAL ASSETS	<u>1,183</u>	<u>1,199</u>	<u>1,182</u>	<u>1,196</u>
DEFERRED OUTFLOWS OF RESOURCES				
PENSION	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>3</u>
NONCURRENT LIABILITIES				
NET PENSION LIABILITY	-	-	-	-
OTHER LT LIABILITIES	-	-	-	-
TOTAL LIABILITIES	<u>1</u>	<u>1</u>	<u>1</u>	<u>3</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET POSITION				
NET INVESTMENT IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	1,182	1,196
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,182</u>	<u>1,196</u>	<u>1,182</u>	<u>1,196</u>

DISCUSSION AND ANALYSIS

- IN JULY 2018, EDA AWARDS PDA WITH INITIAL RISK RATING OF "A" (HIGHEST).
- STEADY STATE WITH NO INDICATION OF ANY FINANCIAL CHALLENGES RELATIVE TO THE FUND BALANCE.
- 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 APRIL 30, 2019



**BOARD OF DIRECTOR'S MEETING
AUGUST 16, 2018**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW AUGUST 1, 2018 TO APRIL 30, 2019

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

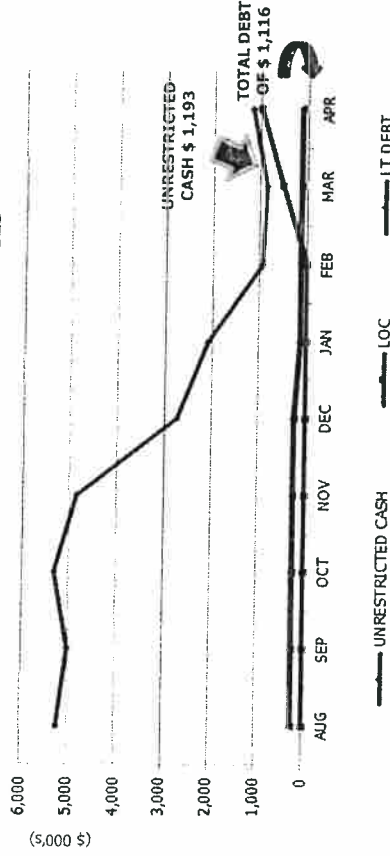
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>5,341</u>
SOURCES OF FUNDS	
TRADEPORT TENANTS	6,225
GRANT AWARDS (SEE PAGE #8)	2,353
MUNICIPAL SERVICE FEE (COP)- NET	1,274
GOLF COURSE FEE AND CONCESSION REVENUES	1,100
EXTERNAL BANK WORKING CAPITAL- NET	1,000
PORTSMOUTH AIRPORT- LEASES, FUEL FLOWAGE FEES AND PAY FOR PARKING	1,000
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	133
	<u>13,085</u>
USES OF FUNDS	
CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7)	6,090
PERSONNEL SERVICES AND BENEFITS	4,885
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	3,077
OPERATING EXPENSES	3,065
LONG TERM DEBT RETIREMENT	116
	<u>17,233</u>
NET CASH FLOW	<u>(4,148)</u>
CLOSING FUND BALANCE	<u>1,193</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 07-31-2018	BALANCE AT 06-30-2018
PDA UNRESTRICTED	5,341	5,162
PDA DESIGNATED	19	19
TOTAL	<u>5,360</u>	<u>5,181</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(1) ESTIMATED FUND BALANCE AT BEGINNING OF MONTH.

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	5,341	5,234	5,004	5,319	4,843	2,728	2,091	944	863	5,341
SOURCES OF FUNDS										
TRADEPORT TENANTS	670	685	685	705	690	695	695	700	700	6,225
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GRANT AWARDS (SEE PAGE #8)	670	345	360	568	100	250	60	-	-	2,353
GOLF COURSE	300	275	190	75	50	40	40	40	90	1,100
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
PAY FOR PARKING- PSM	-	-	-	-	-	65	65	65	65	260
FUEL FLOWAGE FEES- PSM	25	30	30	35	35	40	40	40	45	320
SKYHAVEN AIRPORT	17	15	15	14	15	14	14	14	15	133
WORKING CAPITAL RLOC- NET	-	-	-	-	-	-	-	500	500	1,000
	<u>2,107</u>	<u>1,645</u>	<u>1,575</u>	<u>1,822</u>	<u>1,185</u>	<u>1,399</u>	<u>1,339</u>	<u>1,654</u>	<u>1,710</u>	<u>14,436</u>
USE OF FUNDS										
CAPITAL- NONGRANT (SEE PAGES #5-#7)	1,040	377	335	1,068	565	520	1,045	640	500	6,090
PERSONNEL SERVICES AND BENEFITS	560	540	525	515	530	540	550	565	560	4,885
CAPITAL- GRANT RELATED (SEE PAGE #4)	264	608	100	400	360	560	560	225	-	3,077
OPERATING EXPENSES	350	350	300	315	515	300	310	305	320	3,065
MUNICIPAL SERVICE FEE	-	-	-	-	1,330	-	21	-	-	1,351
LONG TERM DEBT RETIREMENT	-	-	-	-	-	116	-	-	-	116
	<u>2,214</u>	<u>1,875</u>	<u>1,260</u>	<u>2,298</u>	<u>3,300</u>	<u>2,036</u>	<u>2,486</u>	<u>1,735</u>	<u>1,380</u>	<u>18,584</u>
NET CASH FLOW	(107)	(230)	315	(476)	(2,115)	(637)	(1,147)	(81)	330	(4,148)
CLOSING FUND BALANCE	5,234	5,004	5,319	4,843	2,728	2,091	944	863	1,193	1,193

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
GRANT REIMBURSEMENT										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	300	300	500	500	200	-	1,800
RUNWAY 16-34 DESIGN	125	100	100	100	60	60	60	25	-	630
OBSTRUCTION MITIGATION- CONSTRUCT	85	15	-	-	-	-	-	-	-	100
TERMINAL IMPROVEMENT PLANNING	20	-	-	-	-	-	-	-	-	20
AIR NATIONAL GUARD TAXIWAY	20	-	-	-	-	-	-	-	-	20
	<u>250</u>	<u>115</u>	<u>100</u>	<u>400</u>	<u>360</u>	<u>560</u>	<u>560</u>	<u>225</u>	-	<u>2,570</u>
SKYHAVEN AIRPORT										
ROTARY PLOW **	-	493	-	-	-	-	-	-	-	493
TAXILANE PAVEMENT (CONSTRUCTION)	14	-	-	-	-	-	-	-	-	14
	<u>14</u>	<u>493</u>	-	-	-	-	-	-	-	<u>507</u>
	<u>264</u>	<u>608</u>	<u>100</u>	<u>400</u>	<u>360</u>	<u>560</u>	<u>560</u>	<u>225</u>	-	<u>3,077</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT- SPRINGS **	-	-	5	-	-	-	-	-	-	5
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	-	10	-	25	-	-	-	40	-	75
FIREWALL REPLACEMENT **	20	-	-	-	-	-	-	-	-	20
PROPERTY MANAGEMENT SOFTWARE **	-	-	-	-	10	-	-	-	-	10
	<u>20</u>	<u>10</u>	-	<u>25</u>	<u>10</u>	-	-	<u>40</u>	-	<u>105</u>
GOLF COURSE										
TRIPLEX GREENS MOWER	80	-	-	-	-	-	-	-	-	80
TRIM MOWERS (2)	50	-	-	-	-	-	-	-	-	50
CLUBHOUSE RENOVATIONS	-	-	-	-	10	20	-	-	-	30
PATIO UPGRADE	20	-	-	-	-	-	-	-	-	20
	<u>150</u>	-	-	-	<u>10</u>	<u>20</u>	-	-	-	<u>180</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>TOTAL</u>
<u>NONGRANT REIMBURSEMENT</u>										
<i>(CONTINUED):</i>										
PORTSMOUTH AIRPORT										
TERMINAL CONSTRUCTION**	-	100	100	500	500	500	500	500	500	3,200
TERMINAL EXPANSION DESIGN	500	100	-	-	-	-	-	-	-	600
TERMINAL ROOF REPLACEMENT **	-	-	-	-	-	-	500	-	-	500
PAY FOR PARKING **	-	-	100	300	-	-	-	-	-	400
SECURITY BADGING SYSTEM UPGRADE AND INTEGRATION **	-	-	100	150	-	-	-	-	-	250
HVAC UNITS – TERMINAL	170	-	-	-	-	-	-	-	-	170
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>870</u>	<u>272</u>	<u>325</u>	<u>950</u>	<u>535</u>	<u>500</u>	<u>1,000</u>	<u>600</u>	<u>500</u>	<u>5,552</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
STORMWATER TREATMENT	-	-	-	15	10	-	-	-	-	25
DITCH MAINTENANCE	-	-	5	-	-	-	-	-	-	5
	-	-	5	15	10	-	-	-	-	30
MAINTENANCE										
VEHICLE FLEET REPLACEMENT **	-	45	-	-	-	-	45	-	-	90
OLD TERMINAL-RTU**	-	50	-	-	-	-	-	-	-	50
SNOW GROOMING MACHINE **	-	-	-	40	-	-	-	-	-	40
TRACTOR ADD ON COMPONENTS **	-	-	-	38	-	-	-	-	-	38
	-	95	-	78	-	-	45	-	-	218
TOTAL	1,040	377	335	1,068	565	520	1,045	640	500	6,090

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>TOTAL</u>
PORTSMOUTH AIRPORT										
RUNWAY 16-34 DESIGN	-	100	100	100	100	60	60	-	-	520
OBSTRUCTION MITIGATION- CONSTRUCT	300	200	85	-	-	-	-	-	-	585
TERMINAL IMPROVEMENT PLANNING	225	-	175	-	-	-	-	-	-	400
TERMINAL EXPANSION DESIGN AND CONSTRUCTION	-	-	-	-	-	190	-	-	-	190
AIR NATIONAL GUARD TAXIWAY	100	-	-	-	-	-	-	-	-	100
SECURITY IDENTIFICATION SYSTEM	-	45	-	-	-	-	-	-	-	45
	<u>625</u>	<u>345</u>	<u>360</u>	<u>100</u>	<u>100</u>	<u>250</u>	<u>60</u>	-	-	<u>1,840</u>
SKYHAVEN AIRPORT										
ROTARY PLOW	-	-	-	468	-	-	-	-	-	468
TAXILANE PAVEMENT (CONSTRUCTION)	45	-	-	-	-	-	-	-	-	45
	<u>45</u>	-	-	<u>468</u>	-	-	-	-	-	<u>513</u>
TOTAL	<u>670</u>	<u>345</u>	<u>360</u>	<u>568</u>	<u>100</u>	<u>250</u>	<u>60</u>	-	-	<u>2,353</u>

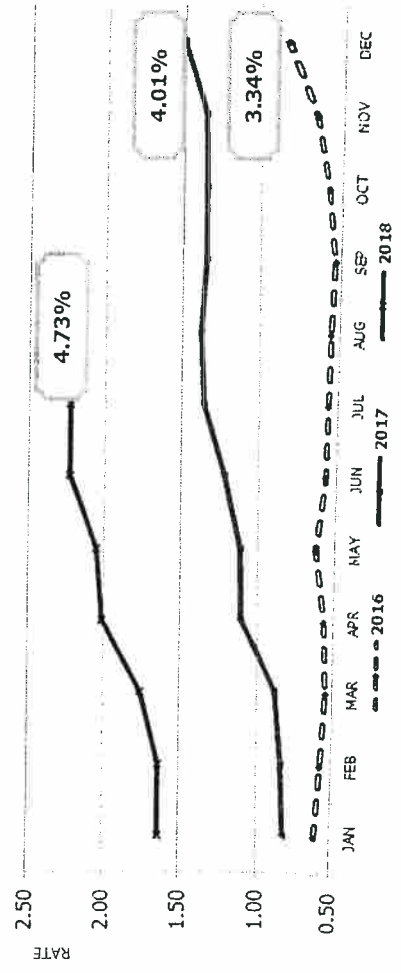
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

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

OUTSTANDING DEBT ANALYSIS	BALANCE AT 07-31-2018	BALANCE AT 06-30-2018	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2018	VARIABLE
CITY OF PORTSMOUTH	233	233	12-31-2020	4.50
WEIGHTED AVERAGE	233	233		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	<u>950</u>
SOURCES OF FUNDS	
FACILITY RENTALS	539
MOORING FEES	325
REGISTRATIONS / WHARFAGE	250
FUEL SALES	240
PARKING FEES AND CONCESSIONS	77
	<u>1,431</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,170
OPERATING EXPENSES	394
FUEL PROCUREMENT	229
CAPITAL EXPENDITURES AND OTHER	30
	<u>1,823</u>
NET CASH FLOW	<u>(392)</u>
CLOSING FUND BALANCE	<u>558</u>

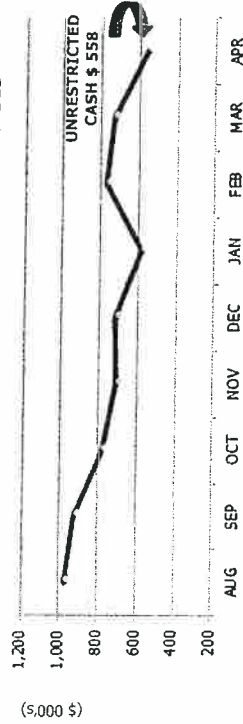
DISCUSSION

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 07-31-2018	BALANCE AT 06-30-2018
UNRESTRICTED FUNDS	950	940
HARBOR DREDGING	430	431
REVOLVING LOAN FUND	60	50
FOREIGN TRADE ZONE	<u>10</u>	<u>10</u>
TOTAL	<u>1,450</u>	<u>1,431</u>

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

(1) ESTIMATED FUND BALANCE AT BEGINNING OF MONTH.

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	<u>950</u>	<u>975</u>	<u>922</u>	<u>779</u>	<u>707</u>	<u>716</u>	<u>580</u>	<u>769</u>	<u>732</u>	<u>950</u>
SOURCES OF FUNDS										
FACILITY RENTALS	57	58	60	60	60	60	60	62	62	539
CONCESSION REVENUES	2	-	-	-	-	-	-	-	-	2
MOORING FEES	-	-	-	-	-	75	225	25	-	325
REGISTRATIONS / WHARFAGE	70	-	50	-	80	-	25	-	25	250
PARKING FEES	40	10	10	-	-	-	-	-	10	75
FUEL SALES	30	30	25	25	25	25	25	25	30	240
	<u>199</u>	<u>98</u>	<u>145</u>	<u>85</u>	<u>165</u>	<u>160</u>	<u>335</u>	<u>112</u>	<u>127</u>	<u>1,431</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	95	90	215	85	85	210	85	90	215	1,170
BUILDINGS AND FACILITIES	15	15	10	15	15	15	10	10	15	120
GENERAL AND ADMINISTRATIVE	14	12	11	14	12	11	14	12	12	112
UTILITIES	15	14	12	13	14	15	17	17	15	132
PROFESSIONAL SERVICES	-	-	10	-	-	10	-	-	10	30
FUEL PROCUREMENT	35	25	20	30	30	25	20	20	24	229
CAPITAL EXPENDITURES AND OTHER	-	-	10	-	-	10	-	-	10	30
	<u>174</u>	<u>156</u>	<u>288</u>	<u>157</u>	<u>156</u>	<u>296</u>	<u>146</u>	<u>149</u>	<u>301</u>	<u>1,823</u>
NET CASH FLOW	25	(53)	(143)	(72)	9	(136)	189	(37)	(174)	(392)
CLOSING FUND BALANCE	<u>975</u>	<u>922</u>	<u>779</u>	<u>707</u>	<u>716</u>	<u>580</u>	<u>769</u>	<u>732</u>	<u>558</u>	<u>558</u>

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

(1) ESTIMATED FUND BALANCE AT BEGINNING OF MONTH.

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	<u>430</u>	<u>449</u>	<u>404</u>	<u>416</u>	<u>448</u>	<u>455</u>	<u>465</u>	<u>476</u>	<u>447</u>	<u>430</u>
SOURCES OF FUNDS										
PIER USAGE FEES	15	5	10	10	5	10	10	10	15	90
REGISTRATIONS	3	-	-	-	-	-	-	10	-	13
FUEL FLOWAGE FEES	3	2	2	3	2	2	3	3	3	23
GRANT FUNDING	-	-	-	23	-	-	-	-	-	23
	<u>21</u>	<u>7</u>	<u>12</u>	<u>36</u>	<u>7</u>	<u>12</u>	<u>13</u>	<u>23</u>	<u>18</u>	<u>149</u>
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	-	100
	<u>2</u>	<u>52</u>	<u>-</u>	<u>4</u>	<u>-</u>	<u>2</u>	<u>2</u>	<u>52</u>	<u>-</u>	<u>114</u>
NET CASH FLOW	19	(45)	12	32	7	10	11	(29)	18	35
CLOSING FUND BALANCE	<u>449</u>	<u>404</u>	<u>416</u>	<u>448</u>	<u>455</u>	<u>465</u>	<u>476</u>	<u>447</u>	<u>465</u>	<u>465</u>

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

(1) ESTIMATED FUND BALANCE AT BEGINNING OF MONTH.

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	<u>60</u>	<u>77</u>	<u>94</u>	<u>81</u>	<u>97</u>	<u>113</u>	<u>129</u>	<u>146</u>	<u>161</u>	<u>60</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	15	15	14	14	14	14	14	14	14	128
INTEREST INCOME- LOANS	5	5	4	4	4	4	4	4	4	38
INTEREST INCOME- FUND BALANCE	-	-	1	-	-	-	1	-	-	2
SEQUESTERED FUNDS	-	-	-	-	-	-	-	-	-	-
	<u>20</u>	<u>20</u>	<u>19</u>	<u>18</u>	<u>18</u>	<u>18</u>	<u>19</u>	<u>18</u>	<u>18</u>	<u>168</u>
USE OF FUNDS										
NEW LOANS ISSUED	-	-	30	-	-	-	-	-	-	30
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	-	-	-	-	-	-
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	3	2	2	2	2	2	3	3	22
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>3</u>	<u>3</u>	<u>32</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>52</u>
NET CASH FLOW	17	17	(13)	16	16	16	17	15	15	116
CLOSING FUND BALANCE	<u>77</u>	<u>94</u>	<u>81</u>	<u>97</u>	<u>113</u>	<u>129</u>	<u>146</u>	<u>161</u>	<u>176</u>	<u>176</u>

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

(1) ESTIMATED FUND BALANCE AT BEGINNING OF MONTH.

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MARR	APR	TOTAL
	10	10	10	23	23	23	21	21	21	10
OPENING FUND BALANCE										
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	15	-	-	-	-	-	-	15
	-	-	15	-	-	-	-	-	-	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										
	-	-	13	-	-	(2)	-	-	(2)	9
CLOSING FUND BALANCE										
	10	10	23	23	23	21	21	21	19	19

May 22, 2018

By Email only: mbeaton@hccnh.com

Mike Beaton
Harvey Construction
10 Harvey Road
Bedford, NH 03110

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

Dear Mr. Beaton:

This Right of Entry will authorize Harvey Construction, (“Harvey”) and/or any agents or contractors to enter upon a portion of the former Bulk Fuel Storage Area (“Premises”), as shown on Exhibit A, and shall be valid from August 13, 2018 through December 13, 2018 for the purpose of conducting, at its sole risk, the storage of construction trailers and for no other use without the express written consent of the Pease Development Authority (“PDA”). The use, occupation and maintenance (to include snow plowing) of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to such rules and regulations as the PDA may prescribe from time to time and, (d) subject to the approval of the Federal Aviation Administration (“FAA”) for non-aeronautical use purposes. This Right of Entry shall terminate at midnight on December 13, 2018 or on one day’s notice in the event of the failure of the FAA to grant its approval.

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

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

Mike Beaton
Harvey Construction
May 22, 2018
Page 2

officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Harvey's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

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

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

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

5. Harvey understands and acknowledges that it shall coordinate with the PDA Airport Management Department for its use and access to the Premises. The area is secured at night. Harvey will be responsible for providing a lock to be used in a series (daisy chain) with other users.

6. Harvey agrees to pay PDA a user's fee in the amount of One Thousand Seven Hundred Fifty 00/100 Dollars (\$1,750.00) per month, prorated, for each month that the Premises are used. On the first day of each month during the term of this Right of Entry, PDA will bill Harvey for the user's fee incurred during the previous month. The fee is based upon an area of 50' x 1000' feet adjusted for the presence of monitoring wells as described below.

7. Harvey acknowledges that Pease International Tradeport is a Superfund site with ongoing environmental remediation work. The Premises lies within a groundwater management zone (GMZ) and use restriction zone (URZ). Harvey agrees that so groundwater disturbing activities will take place during occupancy. Any activity requiring ground disturbance or ground water handling is expressly prohibited.

Mike Beaton
Harvey Construction
May 22, 2018
Page 3

8. Concurrent Work. Other portions of the paved areas at 119 Arboretum are being occupied by other parties. Harvey shall co-ordinate its activities so as not to prohibit access to these parties and their vehicles and equipment.

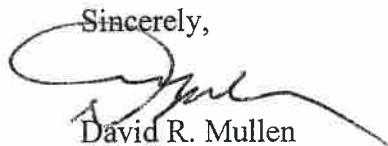
9. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this Right of Entry, Harvey shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and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

In the event the Right of Entry Premises, or any portion thereof, are removed from the Airport District, Harvey 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.

10. Harvey will at all times during the existence of this Right of Entry, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, regulations and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the Harvey to the terms of this Right of Entry and return the same to me before testing begins.

Sincerely,

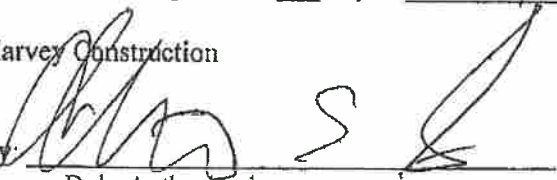


David R. Mullen
Executive Director

Mike Beaton
Harvey Construction
May 22, 2018
Page 4

Agreed and accepted this 25 day of MAY, 2018.

Harvey Construction

BY: 
Duly Authorized

Printed Name: WILLIAM E. STEVENS

Title: PRESIDENT

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

Mike Beaton
Harvey Construction
May 22, 2018
Page 5

EXHIBIT "A"

PREMISES



Right of Entry for Harvey Construction

DESIGNED BY: MRM DATE: 5/10/18 SCALE: 1"=200'

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



enr@pease.com | 603.430.1000

July 5, 2018

Erik Moulton, Facilities Specialist
International Association of Privacy Professionals
75 Rochester Ave., Suite 4
Portsmouth, NH 03801

Re: Right of Entry – 14 Aviation Avenue
Pease International Tradeport, Portsmouth, NH

Dear Mr. Moulton:

This Right of Entry will authorize the International Association of Privacy Professionals, Inc., members, officers, agents, servants or employees, or others who may be on the property at their invitation or the invitation of any one of them and their agents (collectively the “IAPP”) to enter upon the parking lot on 14 Aviation Avenue (the “Premises”) as shown on Exhibit A on July 11, 2018 for the purpose of holding parking in connection with a company family picnic during the term of the Right of Entry and for no other use without the express written consent of the Pease Development Authority (“PDA”). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate at midnight on July 11, 2018.

This authorization is conditioned upon the following:

1. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of IAPP.
2. IAPP understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.
3. IAPP agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.
4. IAPP expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the

Erik Moulton, Facilities Specialist
International Association of Privacy Professionals
July 5, 2018
Page 2

Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

5. IAPP and/or any agent or contractor of IAPP providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000.00), naming the Pease Development Authority as additional insured.

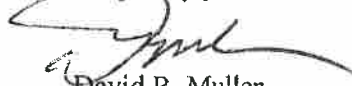
Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain (i) a provision that no act or omission of any employee, officer or agent of IAPP, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the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

6. IAPP's agreement herein that the Premises will be used on an "as is" condition.

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

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

Very truly yours,



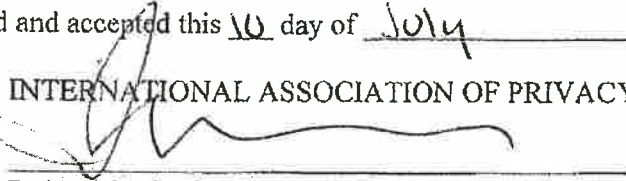
David R. Mullen
Executive Director

DRM/smg

Agreed and accepted this 10 day of July, 2018

INTERNATIONAL ASSOCIATION OF PRIVACY PROFESSIONALS

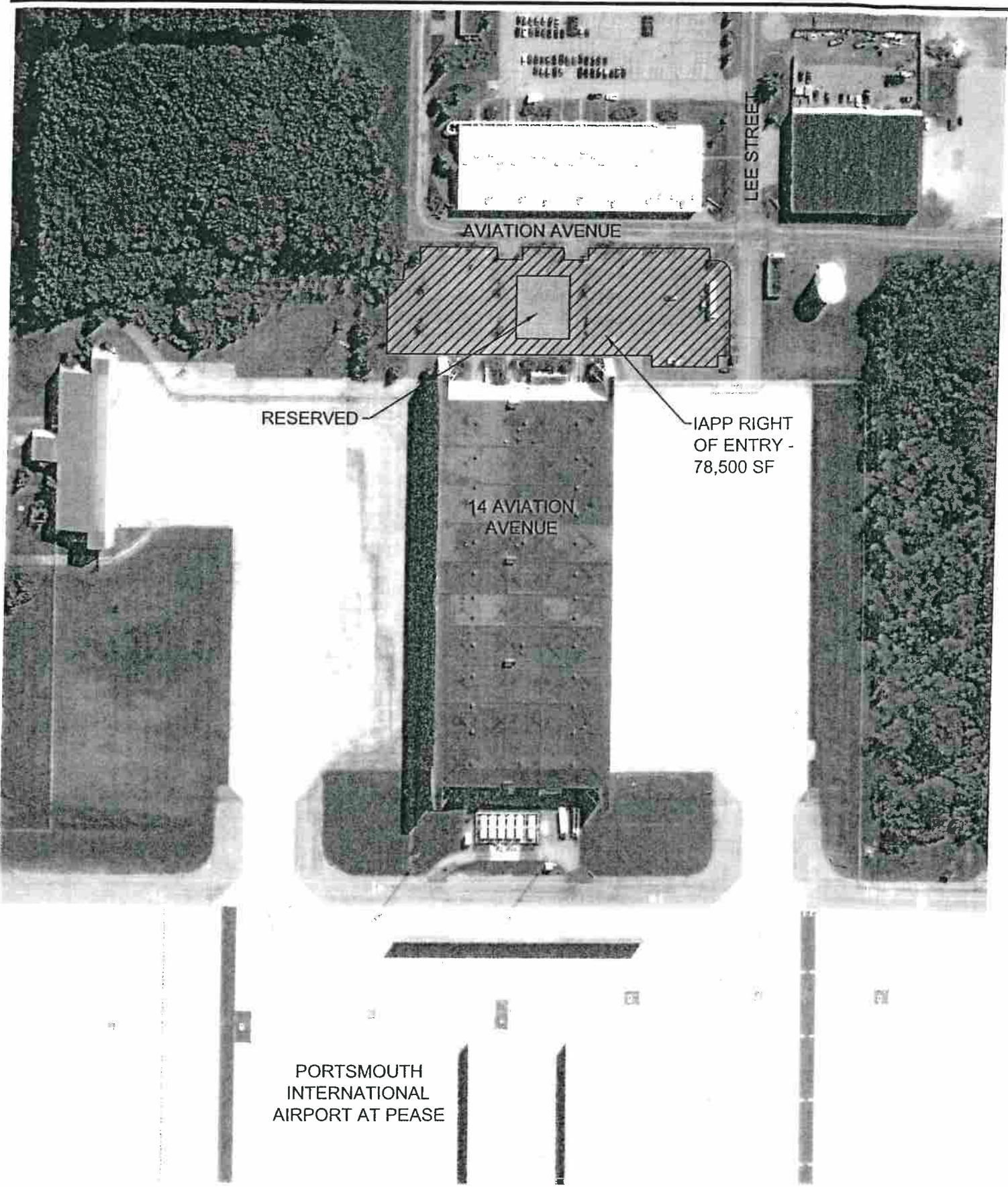
By:


Duly authorized

J. TREVOR HUGHES -
Print Name

Erik Moulton, Facilities Specialist
International Association of Privacy Professionals
July 5, 2018
Page 3

EXHIBIT "A"



PROJECT:14 Aviation Ave Right of Entry

DESIGNED BY: MRM

DATE: 7/6/18

SCALE: 1"=200'

s:\origin\work\03\14 aviation iapp roo

July 10, 2018

By Email: Jason.Domke@DES.nh.gov
Jason Domke
NH Department of Environmental Services
222 International Drive, Ste. 175
Portsmouth, NH 03801

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

Dear Mr. Domke:

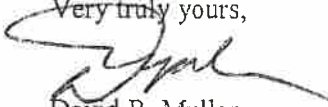
This letter will authorize the NH Department of Environmental Services (“NHDES”) and/or its agents and contractors to enter upon the premises located at 100 New Hampshire Avenue and as shown in the attached Exhibit A (the “Premises”), for a period of eight (8) days commencing July 11, 2018 through July 18, 2018, to perform maintenance to their oil spill response equipment. This Right of Entry will expire at the close of business on July 18, 2018, unless otherwise extended by agreement of NHDES and Pease Development Authority.

This authorization is conditioned upon the following:

1. NHDES’s agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. NHDES expressly waives all claims against the Pease Development Authority (“PDA”) for any such loss, damage, personal injury or death caused by or occurring as a consequence of NHDES’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.
2. NHDES’s agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises. NHDES acknowledges and agrees that, except as otherwise set forth herein, no legal rights or interests shall arise with respect to the Premises.
3. NHDES’s agreement herein that the Premises will be used on an “as is” condition.
4. NHDES’s agreement to leave the Premises in the same or better condition as existed at the commencement of the term of this ROE.

Jason Domke
NH Dept. of Environmental Services
July 10, 2018
Page 2


Please indicate by your signature below NHDES's consent and return the same to me.

Very truly yours,

David R. Mullen
Executive Director

DRM/smg

Agreed and accepted this 10 day of July, 2018

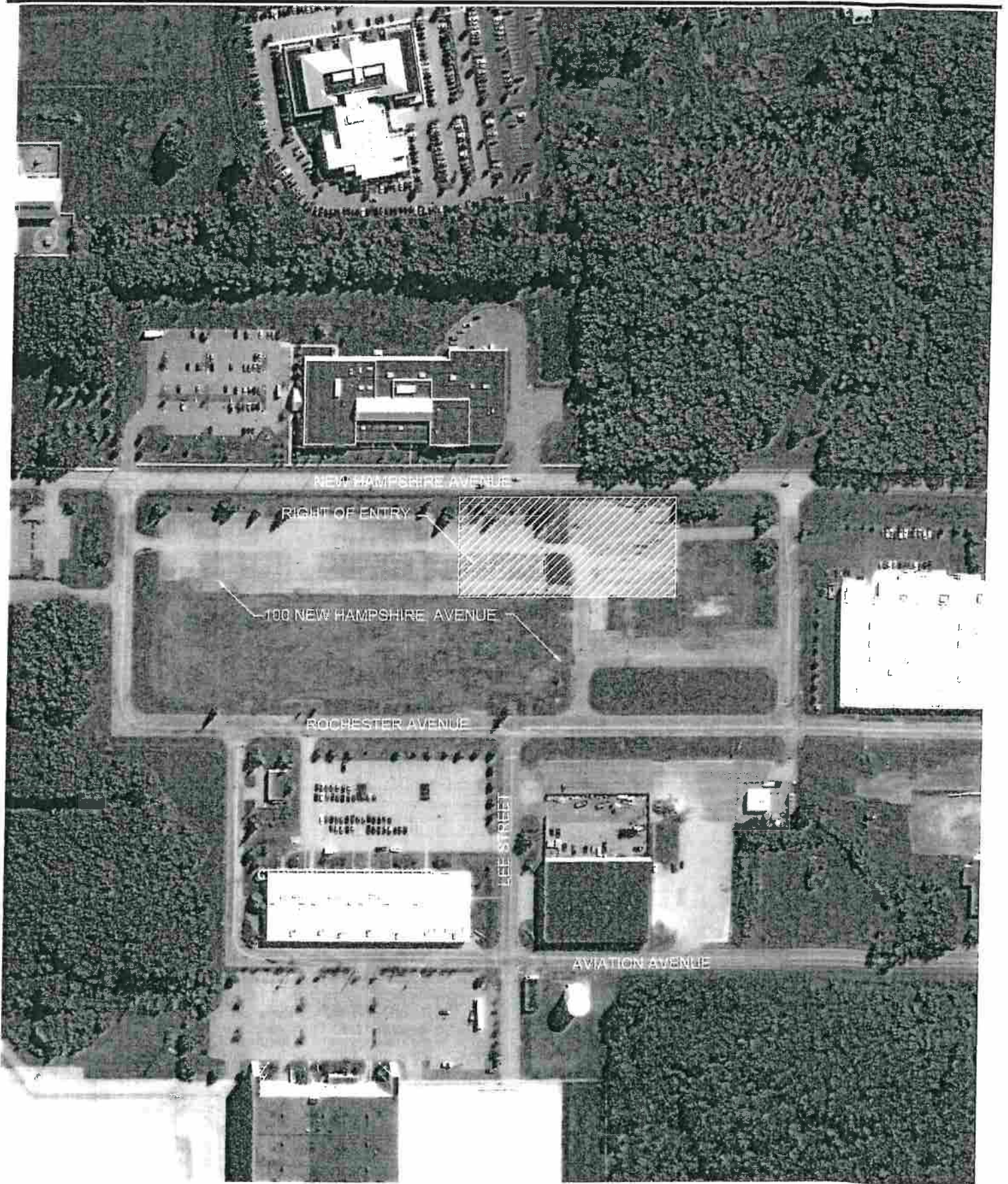
NH DEPARTMENT OF ENVIRONMENTAL SERVICES

By: 
Duly authorized

Robert Bishop, Administrator Spill Response & Complaint
Print Name Investigation Section

Jason Domke
NH Dept. of Environmental Services
July 10, 2018
Page 3

EXHIBIT "A"



100 New Hampshire Ave Right of Entry

DESIGNED BY: MRM

DATE: 7/10/18

SCALE: NTS



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

July 12, 2018

Charles H. Lyman
Senior Project Scientist
Wood Environment & Infrastructure Solutions, Inc.
511 Congress Street
Portland, ME 04101

Re: Right of Entry for Access to Pease International Tradeport Property at 31 Exeter Street

Dear Mr. Lyman:

This Right of Entry will authorize Wood Environment & Infrastructure Solutions, Inc. ("WEIC") and its agents and contractors to enter upon a portion of the above-referenced Premises (see Exhibit A) for the purpose of staging vehicles and materials surrounding 31 Exeter Street, at its sole risk, in connection with the construction on the AIMS facility. No other use is authorized without the express written consent of the Pease Development Authority ("PDA").

This Right of Entry shall be valid from July 12, 2018 through October 31, 2018 (the "Term"). This Right of Entry shall terminate at midnight on October 31, 2018, unless extended by the agreement of the Parties.

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

1. PDA is providing 22,600 s.f. of space in the non-aeronautical zone of and 5,100 s.f. of space in the aeronautical zone. WEIC agrees to pay PDA a total of \$877.05 per month for a total of \$10,524.60 per year for the use of the staging area.

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

Mr. Charles H. Lyman
Wood Environment & Infrastructure Solutions, Inc.
July 12, 2018
Page 2

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

3. WEIC and any agent or contractor of WEIC providing PDA with satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured as its interests may appear. WEIC and any agent or contractor of WEIC providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain: (i) an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA; (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

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

5. WEIC understands and acknowledges that during the Term, WEIC shall coordinate its work schedule with the PDA's Engineering Department to ensure that the ongoing operations at the Tradeport are not unduly disrupted.

6. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of WEICs' officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

7. WEIC and its contractors expressly waive all claims against PDA for any such loss damage, bodily injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

8. WEIC's agreement herein that WEIC shall be responsible for the cleanup of all debris on the Premises resulting from work performed by WEIC and/or its agents and contractors.

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

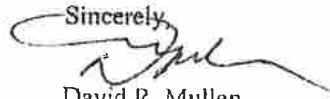
Mr. Charles H. Lyman
Wood Environment & Infrastructure Solutions, Inc.
July 12, 2018
Page 3

10. WEIC's agreement herein that that PDA can terminate this Right of Entry with or without cause at any time. WEIC further agrees that upon receipt of thirty (30) days written notice from PDA it shall vacate the Premises and, at PDA's election, restore said premises to its condition prior to the commencement of any work.

11. WEIC agrees to require its contractors to provide proof of insurance coverage in the minimum amounts and in accordance with the coverage terms set forth in Exhibit C to this Right of Entry.

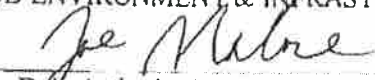
12. No ground disturbing activities may occur without written approval from PDA Engineering through a PDA Dig Permit.

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

Sincerely,

David R. Mullen,
Executive Director

Agreed and accepted this 25 day of July, 2018

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

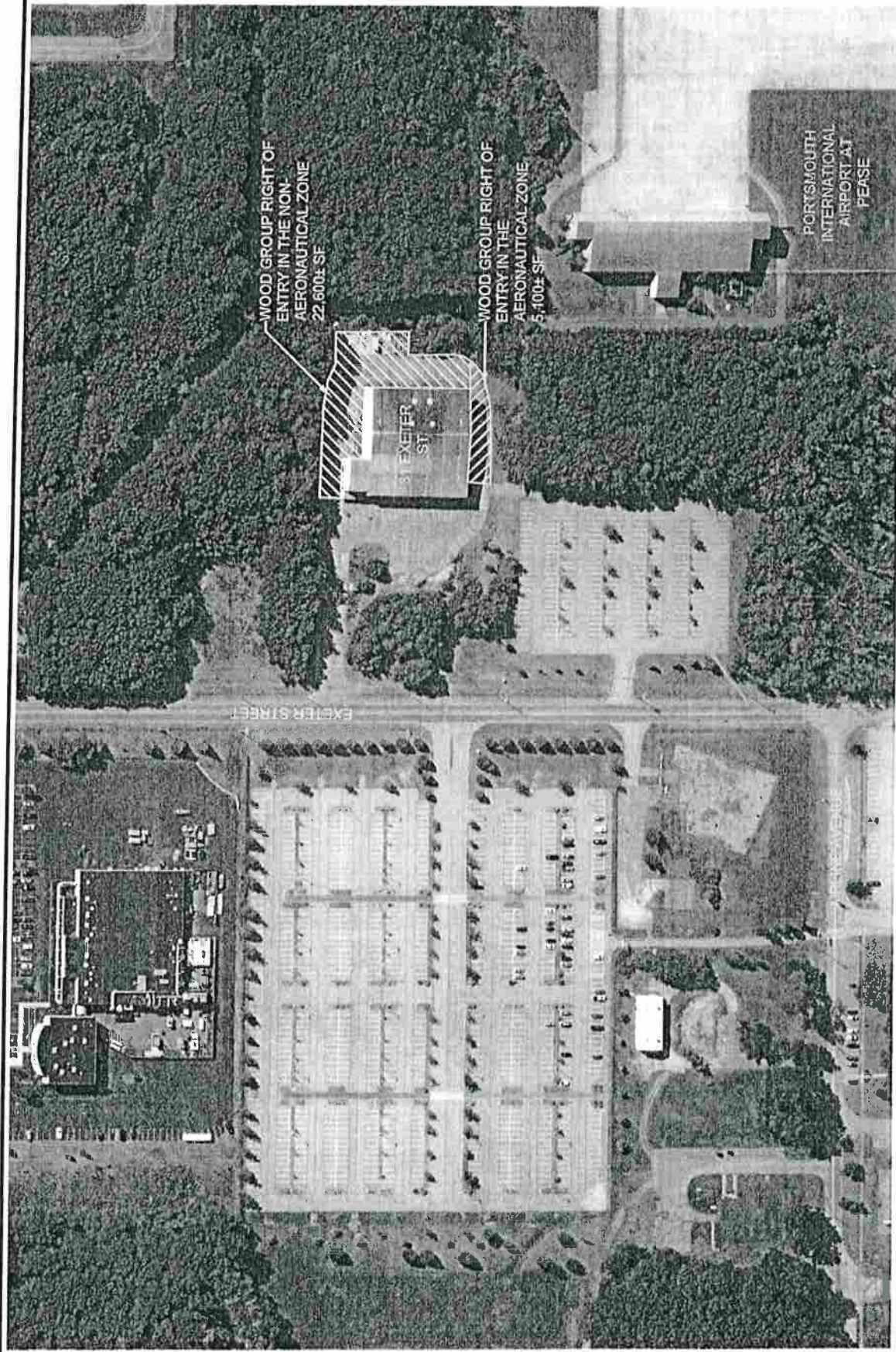
By: 
Duly Authorized Joe Malone, Real Estate Manager

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

Mr. Charles H. Lyman
Wood Environment & Infrastructure Solutions, Inc.
July 12, 2018
Page 4

EXHIBIT A

PREMISES



Wood Group Right of Entry

DESIGNED BY: MRM

DATE: 7/12/18

SCALE: 1"=200'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Mr. Charles H. Lyman
Wood Environment & Infrastructure Solutions, Inc.
July 12, 2018
Page 5

EXHIBIT B

INSURANCE REQUIRMENTS FOR CONTRACTORS



55 International Drive, Portsmouth, NH 03801

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

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

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

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

PA\INSURANCE FORMS\InsMemo\2 million - contractors\InsMemContractorOnlyTradeport.doc

○ ○ ○ ○ T A K I N G Y O U T H E R E

PH: 603-433-6038

FAX: 603-427-0433

www.peasedev.org



July 31, 2018

Dennis Keane, President
KOALD Design
1 Rockingham Street, Unit 1
Exeter, NH 03833

Re: Right of Entry – 47 Durham Street
Pease International Tradeport, Portsmouth, NH

Dear Mr. Keane:

This letter will authorize KOALD Design (“KOALD”) and/or its agents and contractors to enter upon the premises located at 47 Durham Street and as shown in the attached Exhibit A (the “Premises”), for a period of 30 days commencing August 1, 2018 through September 1, 2018, for inspection purposes to determine if the Premises is suitable for its intended use as office and warehouse space for manufacturing and assembly/testing. Such inspection may include a review of environmental matters, adequacy of utility services, general site conditions, and any other non-destructive inspection or evaluation of the Premises you deem necessary. This Right of Entry will expire at the close of business on September 1, 2018, unless otherwise extended by agreement of KOALD and Pease Development Authority.

This authorization is conditioned upon the following:

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

Dennis Keane, President
KOALD Design
July 31, 2018
Page 2

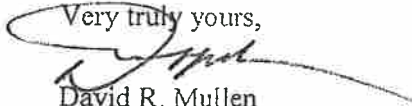
3. KOALD's acknowledgment of the presence of asbestos containing materials ("ACM") in the building and its guarantee that ACM will not be disturbed. A report including an inventory of ACM is attached as Exhibit B.

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

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

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

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

Very truly yours,

David R. Mullen
Executive Director

DRM/smg

Agreed and accepted this 20th day of AUGUST, 2018

KOALD Design

By:



Duly authorized

DENNIS KEANE

Print Name

Dennis Keane, President
KOALD Design
July 31, 2018
Page 3

EXHIBIT A

Premises



Exhibit Depicting 47 Durham Street

DESIGNED BY: MRM

DATE: 7/31/18

SCALE: 1"=100'

Dennis Keane, President
KOALD Design
July 31, 2018
Page 4

EXHIBIT B

Asbestos Containing Materials Report

MEMO

To: David Mullen
From: Jared Sheehan
Date: February 18, 2015
Re: 47 Durham Street - Axiom Report

On January 23, 2015, Axiom Partners, Inc. performed a survey for asbestos-containing materials, lead-containing paints, and hazardous building materials at 47 Durham Street. The survey was conducted to evaluate the current building conditions for future tenants. The results of the survey are as follows:

Asbestos-Containing Materials:

Axiom collected and submitted 58 bulk samples to EMSL Analytical, Inc. in Woburn, Massachusetts for analysis. The sample results indicated the presence of non-friable asbestos in five of the 58 samples. Seven samples were not analyzed due to the fact they contained materials previously analyzed from other areas of the building.

Location	Material	Approximate Quantity	Friability
Offices, Classrooms and hall throughout the first floor	Mastic 9x9 brown floor tile and black Mastic	2,600 SF	Non-Friable
Exterior window in front door	Glazing compound	One unit	Non-Friable
Edges of upper & lower roof	Roof flashing	400 LF	Non-Friable
Upper & lower roof	Curbing on roof vents	50 LF	Non-Friable

SF = Square feet, LF= Linear feet

Lead Paint Testing:

Axiom tested paint onsite using a portable X-Ray Fluorescence Analyzer and Nitron Model XLp300 surface analyzer. Paint samples from the interior and exterior of the building were tested from 31 locations, with 18 locations indicating the presence of lead. These 18 locations included paint samples from doors; windowsills; door jambs; painted floors; structural beams; radiator; walls and door casings. For a complete list of locations and materials please review the data in Attachment 2 of the Axiom report. Tenants and contractors working in and on the building should be made aware of the presence of lead paint and the testing results.

PCB and Mercury Survey:

Axiom identified six different types of fluorescent light fixtures within the building; bring the total number of light fixtures to 69. One of each fixture type was dismantled and the labeling was inspected for the PCBs. Three fixture types were found to have no labels and presumed to contain PCBs. Fixtures presumed to contain PCBs need to be disposed of in accordance to EPA's Green Lights Program.

Fluorescent light bulbs/tubes that presumably contain mercury vapor must be disposed of accordingly and can be recycled.

Fixture Type/Location	Number of Fixtures	Quantity of Bulbs	PCB Content
4'x2' bulb Stairway and 1 st Floor Hallway	15	30	Yes
4'x1' bulb 1 st Floor Men's and Women's Rooms	2	2	Presumed
4'x4' bulb 1st Floor Laser Lab	20	80	Presumed
4'x2' bulb 1 st Floor Men's and Women's Rooms	2	4	Presumed
4'x3' bulb "Egg Crate" Mezzanine and 1 st Floor	25	75	No PCBs
8'x4' bulb Mechanical room	5	20	No PCBs
Total	69	211	

Other Hazardous Materials:

Axiom identified several additional light fixtures and equipment that may contain mercury.

Description	Location	Number
Honeywell Thermostat	1st Floor throughout	4
Emergency Lights	Stairway, 1 st Floor Hallway and Laser Lab	6
Exit Signs	1 st Floor throughout	4
Danger Radiation Signs	1 st Floor Room #3 Laser Lab	4
Exterior Flood Lights	East, North and West sides	3



MAIN OFFICE:

545 Salem Street
Wakefield, Massachusetts 01880
(781) 213-9198
(781) 213-6992 Fax

BRANCH OFFICES:

46 Watergate Lane
Barnstable, Massachusetts 02668
(508) 746-5218
(508) 732-0281 Fax

10 Diamond Drive
Derry, New Hampshire 03038
(603) 434-5245
(603) 434-5172 Fax

www.axiomenv.com

February 9, 2015

Mr. Jared Sheehan
Environmental Compliance Coordinator
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Project 01216.012

RE: Asbestos-Containing Materials, Lead-Containing Paints and Hazardous Building Materials Inspection Report, Vacant Building, 47 Durham St, Portsmouth, New Hampshire

Dear Mr. Sheehan,

Axiom Partners, Inc. (AXIOM) performed a survey for **asbestos-containing materials (ACMs)**, Lead-Containing Paints (LCPs) and other hazardous building materials (HBMs) in the vacant building at 47 Durham Street, Portsmouth, New Hampshire.

The scope of work included the collection of bulk material samples for determination of asbestos content, testing of paints and other coatings for the presence of lead and preparing an inventory of other miscellaneous hazardous building materials that may have specific regulatory handling disposal requirements. Experienced Asbestos Inspectors, Mr. Peter Del Sette and David Rooney performed the survey on January 23, 2015. The scope of the survey included interior and exterior accessible areas of the building, including the roof. This building is currently unoccupied and was vacant while AXIOM was performing the survey.

The building is slab-on-grade structure with interior concrete masonry unit (CMU) structural walls and exterior brick veneer walls. The majority of the space is on the ground floor. There is a small mezzanine level office. Interior finishes include suspended 2' x 4' ceiling tiles, painted CMUs and gypsum board walls. Most of the floor space is covered with 9" x 9" vinyl or 12" x 12" vinyl-composite floor tiles. One small section of floor is covered with resilient floor sheeting and floors in the two bathrooms are ceramic tile typically seen in institutional settings. There is a two-level tar and gravel roof that covers fiberglass insulation over the hard roof deck. A few of the rooms have hard ceiling finished with acoustical texture. All windows are on the front face of this building and are either newer fixed pane aluminum cased units in the offices or small steel cased units set into the the upper walls of the bathrooms. Heat is provided by a gas fired boiler in a dedicated mechanical room.

A. ASBESTOS-CONTAINING MATERIALS (ACM) SURVEY:

The scope of the ACM survey included inspection of accessible areas to collect representative samples of each type of suspect ACM. Exploration above suspended ceilings and behind walls

was performed to inspect pipe chases and other concealed spaces. AXIOM believes that all affected interior and exterior spaces were accessible and inspected.

Materials sampled for asbestos can be classified as either friable or non-friable as defined below.

Friable ACMs: Asbestos-Containing Materials that can be crumbled, crushed, pulverized or otherwise reduced to powder by hand pressure are known as friable ACMs. These ACMs are typically spray or trowel-applied (e.g. fireproofing, decorative plasters) or used as thermal system insulations (e.g. pipe, duct and boiler insulations).

Non-Friable ACMs: Asbestos-Containing Materials that cannot be crumbled, crushed, pulverized or otherwise reduced to powder by hand pressure are referred to as non-friable ACMs. Examples of these ACMs include floor tiles, adhesives/mastics, asbestos-cement products, caulking/glazing compounds and roofing products.

MATERIAL SAMPLED	FRIABILITY
Pipe Fitting Insulation on Fiberglass Pipe Runs	Friable
Mastic On White Resilient Floor Sheeting	Friable
Heat Exchanger Tank Insulation	Friable
Condensate Tank Insulation	Friable
Pipe and Fitting Insulation on Heating Pipes	Friable
Ceiling Texture	Friable
2' x 4' Suspended Ceiling Tiles	Friable
9" x 9" Floor Tile	Non-Friable
Mastic associated with 9" x 9" Floor Tile	Non-Friable
Cove Base Mastic	Non-Friable
White Resilient Floor Sheeting	Non-Friable
Mastic on Wall Insulation Panels	Non-Friable
Interior Window Caulking	Non-Friable
Interior Door Caulking	Non-Friable
12" x 12" Floor Tile	Non-Friable
Mastic associated with 12" x 12" Floor Tile	Non-Friable
Interior Wall Expansion Joint Caulking	Non-Friable
Front Door Window Glazing	Non-Friable
Exterior Window Caulking	Non-Friable
Exterior Window Sill Seam Caulking	Non-Friable
Exterior Bathroom Window Lentil Caulking	Non-Friable
Roofing Materials Main Roof Fields	Non-Friable
Roof Edge Flashing	Non-Friable
Roof Vent Curbing, Upper and Lower Roof Fields	Non-Friable
Exterior Wall Expansion Joint Caulking	Non-Friable
Lower Roof Metal Drip Edge Caulking	Non-Friable

Asbestos bulk sampling was performed in accordance with the Environmental Protection Agency's Asbestos Hazard Emergency Response Act (AHERA) criteria. Samples were placed in labeled containers, which were sealed and submitted to the laboratory for analysis. Chain-of-custody forms were used to ensure sample integrity.

Asbestos bulk samples from the site visit were analyzed by EMSL Analytical Inc. (EMSL) located in Woburn, Massachusetts for analysis. EMSL is fully accredited for bulk sample analysis under the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology (NIST).

Bulk samples were analyzed for asbestos content using EPA Method 600/R-93/116. The visual estimation technique was used to quantify asbestos concentrations. Please refer to the attached table and the laboratory reports in Attachment One for results.

All samples of each homogeneous application of a suspect material must be found to contain "less than or equal to 1% asbestos" to conclude that the material is non-asbestos under the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) regulation. The above analysis protocol will accordingly control survey costs without compromising the integrity of the findings. AXIOM submitted 58 bulk samples for analysis. The laboratory analysis reports and the Chains-of-Custody is included Attachment One.

Asbestos was detected in the five (5) materials listed in the table below.

ASBESTOS-CONTAINING MATERIAL	LOCATION	QUANTITY ¹
Mastic and 9" x 9" Brown Floor Tile	Offices, Classrooms and Hall Throughout the First Floor	2, 600 SF
Exterior Window Glazing Compound	Window in Front Door	One Unit
Roof Flashing	Edges of Roof on Upper and Lower Roofs	400 LF
Curbing on Roof Vents, Pipes	Main Fields of Upper and Lower Roofs	50 SF

AXIOM recommends that any ACMs which may be impacted during renovation and/or demolition work (friable and non-friable) be removed in advance by a qualified, State of New Hampshire-licensed Asbestos Abatement Contractor in compliance with governing regulations. Note that ACM may remain in-place if it will not be disturbed and may be enclosed, covered or encapsulated.

Until the ACMs are removed, they should be managed according to governing regulations. Impact to ACMs should be minimized to prevent damage to these materials and the possible exposure of humans to asbestos fibers. No other actions are recommended at this time.

B. Lead Paint Testing

Representative testing of paints for the presence of lead was performed in the building as part of AXIOM's scope of work. Historically, lead was added to paint because its color stability properties made it a desirable pigment and because it enhances durability. LCPs becomes harmful when ingested or inhaled as dust or fumes. Once lead was proven to be a health hazard, it was officially banned in 1978 from paints applied in residences.

AXIOM utilized a Portable X-Ray Fluorescence Analyzer (XRF) to perform the lead paint survey. The XRF is a hand held instrument that contains a radioisotopic source and operates on the principle of X-ray fluorescence.

¹ SF = Square Feet, LF = Linear Feet

AXIOM used a NITON Model XLp300 which analyzes surfaces quickly, accurately and non-destructively. Surface levels of lead are measured in milligrams per square centimeter (mg/cm^2). This unit can measure the concentration of LCP on surfaces as little as $0.01 \text{ mg of lead}/\text{cm}^2$.

In conducting the LCPs survey, representative tests were performed on homogeneous (similar color and application) painted surfaces. Results were related to other surfaces possessing similar homogeneous characteristics. By following this sampling protocol, every painted surface did not have to be tested. Representative testing was performed for the presence of LCPs on accessible interior and exterior painted surfaces. The complete XRF testing results are included in Attachment Two.

With respect to renovation and demolition work, OSHA defines a LCP as any paint containing any detectable amount of lead. Many of the paints tested during this survey have detectable levels of lead and should be considered LCPs.

If any contractors will impact paints with measurable lead should be made aware of the presence of lead paint testing results to satisfy the hazard communication requirements set forth by OSHA regulations including 29 CFR 1926.62, *Lead Exposure in Construction: Interim Final Rule* and 29 CFR 1926.59, *Hazard Communication for the Construction Industry*. This could be accomplished by providing the General Contractors with a copy of this report during the bid process.

Based on these testing results and on our understanding of the scope, to lease out the space out to a business without any interior demolition or renovations, regulatory compliance should not be problematic with respect to LBPs.

If the leasing out of this property involves conversion to residential use or use as a daycare where children under the age of six years will reside for all or part of a day, a full lead paint compliance survey will be required (the survey AXIOM conducted does not meet this requirement). Upon completion of the renovation project, inspections of each room/space where children under the age of six will occupy (reside), associated common areas and the building exterior shall be performed in accordance with HUD, State of New Hampshire and City of Portsmouth, NH regulations. If this space will be used for residential purposes where children under six will reside AXIOM recommends reviewing the data contained herein the scope of any future renovations with a New Hampshire-licensed or certified Lead Inspector or Risk Assessor to determine specific regulatory requirements.

Additionally, if, in the future, any interior demolition or renovations are to be done, the current interpretation of the EPA's Resource Conservation and Recovery Act (RCRA) requires that waste generated during such projects where LCPs are present and will be disposed of is tested for the toxicity characteristic of lead in the waste stream. TCLP² testing is performed to determine whether waste (construction/demolition debris) must be classified as hazardous because of its lead content or if it can be disposed in a conventional construction and demolition (C&D) landfill. The regulatory limit for lead toxicity is 5.0 milligrams per liter (mg/L) using the EPA Method SW846-7420 for Atomic Absorption Spectroscopy (AAS).

C. Polychlorinated Biphenyl (PCB) and Mercury Investigative Survey

AXIOM identified 6 different types of fluorescent light fixtures totaling approximately 69 fixtures in the building. One of each type was dismantled and inspected and the ballasts in 3 types

² Toxicity Characteristic Leachate Procedure (TCLP)

were found to contain "No PCBs" labels. Ballasts that are not labeled "No PCBs" must be removed, packaged and disposed of in accordance with the EPA's Green Lights Program (July 1994) for Lighting Waste Disposal and in compliance with governing regulations. Ballasts labeled "No PCBs" must be presumed to contain di (2-ethylhexyl) phthalate (DEHP). AXIOM also noted 3 pole-mounted power transformers near the NE corner of the building which may also be presumed to contain PCBs.

Fluorescent light bulbs/tubes known or presumed to contain Mercury vapor or liquid must be removed, packaged, handled, transported and disposed of in compliance with governing regulations. If they will be removed as part of building renovations, these items must be properly removed and disposed of (e.g. recycled). Note that fluorescent light fixtures and bulbs can be re-used. The table below provides details on fluorescent light ballasts and bulbs.

LIGHT FIXTURE TYPE/LOCATION	NUMBER OF UNITS	QUANTITY OF BULBS
4' x 2 Bulb Surface (Type 1) / Stairway and 1 st Floor Hallway	15	30
4' x 1 Bulb Surface / 1 st Floor Men's and Women's Rooms	2	2
4' x 4 Bulb Lay-in / 1 st Floor, Laser Lab	20	80
4' x 2 Bulb Surface (Type 2) / 1 st Floor Men's and Women's Rooms	2	4
4' x 3 Bulb "Egg Crate" Lay-in / Mezzanine and 1 st Floor Offices	25	75
8' x 4 Bulb Suspended / Mechanical Room	5	20
Total	69	211

In addition to the above, AXIOM noted one box of used fluorescent light tubes and several loose fluorescent light tubes in the SE storage area of the building.

D. CFC Investigation

AXIOM observes several pieces of equipment which may contain regulated CFCs. An inventory of items identified by AXIOM is included in Attachment Three.

E. Mercury Containing Equipment

AXIOM observes several pieces of Mercury containing equipment in addition to mercury-containing fluorescent light tubes noted in Section C, above. A complete inventory is included in Attachment 3.

F. OTHER POTENTIALLY HAZARDOUS MATERIALS

AXIOM identified several emergency lighting fixtures which may contain lead-acid batteries, mercury vapor light bulbs and abandoned household electronics which may have specific disposal requirements and costs. AXIOM also noted several containers of other miscellaneous cleaning products bathrooms and janitors closet. A complete inventory is included in Attachment Three

G. LIMITATIONS AND EXCLUSIONS

Asbestos Survey and Inaccessible Materials/Locations

The survey performed by AXIOM involved an investigation of the subject building for asbestos-containing materials (ACMs) as part of a due-diligence survey. It should be noted that the potential for concealed ACMs to remain in the building exists. Inaccessible building areas, systems, structural components, or surfaces which may not have been observed because it was unsafe or impractical to demolish, disassemble, or remove systems or coverings, or because a human being cannot physically enter or observe the area or component may include the following:

- structurally-unsound roofs and/or floors;
- buried or otherwise concealed pipe trenches and utility vaults/corridors;
- buried foundations (except as specifically identified);
- electrical equipment/wire (except as specifically identified);
- multi-layered flooring material applications (except as specifically identified);
- most pipe and vessel gaskets;
- inside boilers and other mechanical or processing equipment;
- damp proofing enclosed wall and ceiling cavities;
- fire door cores (except as specifically identified);
- remnant window and door caulking that have been replaced or in-filled.

AXIOM made every reasonable effort to address these potential ACMs in the building. As discussed above, the potential remains that concealed ACMs could be encountered during a building renovation.

Other Environmental Exclusions

1. This investigation did not include assessments for the presence of pesticides, herbicides, urea-formaldehyde or Radon, nor any air quality monitoring, or any chemical analyses of soil, surface water, or groundwater at the Site. Furthermore, this study did not include any subsurface exploration, testing or assessment for wetlands.
2. This investigation did not include evaluation and testing of any paints or caulking compounds for PCBs.
3. No attempt was made to check the compliance of present or past owners of the Site with Federal, State, or local laws.
4. The testing for lead paint was performed by an experienced Industrial Hygienist. It is intended only to satisfy the requirements of OSHA regulations including 29 CFR 1926.62, *Lead Exposure in Construction: Interim Final Rule* and 29 CFR 1926.59, *Hazard Communication for the Construction Industry*. This investigation was not performed by an EPA HUD³ or state accredited/licensed Lead Inspector which is often required for residential structures where children under the age of six live.

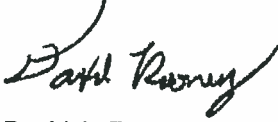
³ US Department of Housing and Urban Development

Mr. Jared Sheehan
February 9, 2015
Page 7

Hazardous Building Materials Report
Vacant Building, 47 Durham Street
Portsmouth, New Hampshire

Please call us if you have any questions or require our assistance.

Sincerely,



David A. Rooney
Asbestos Inspector



Randal D. Ames
Principal

Attachments

HazMat Survey 020915 47 Durham St Portsmouth NH.doc

ATTACHMENT 1

BULK MATERIAL ANALYTICAL REPORT



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801

Phone/Fax (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com>

custsupport@emsl.com

EMSL Order: 131500363

CustomerID: AXI080

CustomerPO:

ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-01A 131500363-0001	Front Office Suite - Black Mastic on 9"x9" Brown Tile	Black Non-Fibrous Homogeneous		90% Non-fibrous (other)	10% Chrysotile
012315-09-01B 131500363-0002	Room Three - Black Mastic on 9"x9" Brown Tile				Stop Positive (Not Analyzed)
012315-09-02A 131500363-0003	Front Office Suite - 9"x9" Brown Tile				Stop Positive (Not Analyzed)
012315-09-02AA 131500363-0003A	Front Office Suite - Requested Analysis	Brown Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
012315-09-02B 131500363-0004	Room Three - 9"x9" Brown Tile				Stop Positive (Not Analyzed)
012315-09-02BA 131500363-0004A	Room Three - Requested Analysis				Stop Positive (Not Analyzed)
012315-09-03A 131500363-0005	Front Office Suite - Cove Base Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-04A 131500363-0006	Men's Room - Hard Fitting on Fiberglass Insulation	Gray Fibrous Homogeneous	45% Min. Wool	55% Non-fibrous (other)	None Detected

Analyst(s)

Fievel Lam (41)

Steve Grise (1)

Kevin Pine (10)

Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-flammable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request, unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
<http://www.emsl.com> bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXI080
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-04B 131500363-0007	Men's Room - Hard Fitting on Fiberglass Insulation	Gray Fibrous Homogeneous	45% Min. Wool	55% Non-fibrous (other)	None Detected
012315-09-04C 131500363-0008	Men's Room - Hard Fitting on Fiberglass Insulation	Gray Fibrous Homogeneous	45% Min. Wool	55% Non-fibrous (other)	None Detected
012315-09-05A 131500363-0009	Roof Two - Wall Panel Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-06A 131500363-0010	Laser Lab - Mastic paper on White Floor Sheeting	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-06B 131500363-0011	Laser Lab - Mastic paper on White Floor Sheeting	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-07A 131500363-0012	Laser Lab - White Floor Sheeting	Gray Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
012315-09-07B 131500363-0013	Laser Lab - White Floor Sheeting	Gray Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
012315-09-08A 131500363-0014	Mechanical Room - Insulation on Heat Exchanger Tank	White Fibrous Homogeneous	3% Synthetic 5% Glass	92% Non-fibrous (other)	None Detected

Analyst(s)

Fievel Lam (41)
Kevin Pine (10)

Steve Grise (1)

Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-triable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-10773 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
<http://www.EMSL.com> bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXI080
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH


Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-08B 131500363-0015	Mechanical Room - Insulation on Heat Exchanger Tank	White Fibrous Homogeneous	5% Glass 3% Synthetic	92% Non-fibrous (other)	None Detected
012315-09-08C 131500363-0016	Mechanical Room - Insulation on Heat Exchanger Tank	White Fibrous Homogeneous	5% Glass 3% Synthetic	92% Non-fibrous (other)	None Detected
012315-09-09A 131500363-0017	Mechanical Room - Insulation on Condensate Tank	Gray Fibrous Homogeneous	30% Min. Wool 15% Cellulose	55% Non-fibrous (other)	None Detected
012315-09-09B 131500363-0018	Mechanical Room - Insulation on Condensate Tank	Gray Fibrous Homogeneous	15% Cellulose 30% Min. Wool	55% Non-fibrous (other)	None Detected
012315-09-09C 131500363-0019	Mechanical Room - Insulation on Condensate Tank	Gray Fibrous Homogeneous	30% Cellulose 10% Min. Wool	60% Non-fibrous (other)	None Detected
012315-09-10A 131500363-0020	Mechanical Room - Pipe Insulation on Heat Pipes	White Fibrous Homogeneous	3% Synthetic	97% Non-fibrous (other)	None Detected
012315-09-10B 131500363-0021	Mechanical Room - Pipe Insulation on Heat Pipes	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Fievel Lam (41)
Kevin Pine (10)

Steve Grise (1)


Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
http://www.EMSL.com bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXI080
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

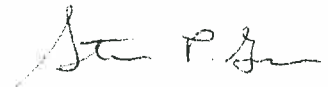
Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-10C 131500363-0022	Mechanical Room - Pipe Insulation on Heat Pipes	White Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
012315-09-11A 131500363-0023	Mechanical Room - Pipe Fitting Insulation on Heat Pipes	White Fibrous Homogeneous	2% Glass 2% Fibrous (other)	96% Non-fibrous (other)	None Detected
Recommend TEM					
012315-09-11B 131500363-0024	Mechanical Room - Pipe Fitting Insulation on Heat Pipes	White Fibrous Homogeneous	2% Fibrous (other) 2% Glass	96% Non-fibrous (other)	None Detected
Recommend TEM					
012315-09-11C 131500363-0025	Mechanical Room - Pipe Fitting Insulation on Heat Pipes	White Fibrous Homogeneous	5% Glass 10% Fibrous (other)	85% Non-fibrous (other)	None Detected
012315-09-12A 131500363-0026	Mechanical Room - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-12B 131500363-0027	Second Floor Stairwell Room - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-13A 131500363-0028	Mechanical Room - Gypsum Board				Not Analyzed

Analyst(s)

Fievel Lam (41) Steve Grise (1)
Kevin Pine (10)


Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-triabe organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-10773 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
<http://www.EMSL.com> bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXIO80
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH

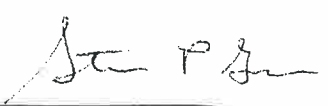
Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-13B 131500363-0029	Second Floor Stairwell Room - Gypsum Board				Not Analyzed
012315-09-14A 131500363-0030	Room Three - Interior Window Caulking	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-15A 131500363-0031	Door To Room Three - Interior Door Caulking	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-16A 131500363-0032	Room One - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-16B 131500363-0033	Room One - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-16C 131500363-0034	Stairs to Second Floor - Ceiling Texture	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-17A 131500363-0035	Stair Landing to Second Floor - Mastic on 12"x12" Beige Floor Tile	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-17A 131500363-0036	Second Floor Room - Mastic on 12"x12" Beige Floor Tile	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Fievel Lam (41)
Kevin Pine (10)

Steve Grise (1)


Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-D, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
<http://www.EMSL.com> bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXI080
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-18A 131500363-0037	Stair Landing to Second Floor - 12"x12" Beige Floor Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-18B 131500363-0038	Second Floor Room - 12"x12" Beige Floor Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-19A 131500363-0039	Second Floor Room - Suspended Ceiling Tiles	Gray Fibrous Homogeneous	60% Cellulose 15% Min. Wool	25% Non-fibrous (other)	None Detected
012315-09-20A 131500363-0040	Interior CMU Walls - Expansion Unit	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-21A 131500363-0041	Exterior of Front Door - Front Door Window Glazing Compound	Gray Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
012315-09-22A 131500363-0042	Large Double Door - Side Exterior Door Caulking	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-23A 131500363-0043	Rear Exterior Door - Door Caulking	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Fievel Lam (41)
Kevin Pine (10)

Steve Grise (1)

Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-10773 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
<http://www.emsl.com> bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXI080
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH


Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-24A 131500363-0044	Front Aluminum Cased Windows - Brown Window Caulking	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-25A 131500363-0045	Exterior Concrete Sills - Window Sill Seam Caulking	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-26A 131500363-0046	Front Bathroom Windows - Exterior Window Lentiil Caulking	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-27A 131500363-0047	Lower Front Roof - Main Floor Roofing Materials	Black Fibrous Homogeneous	45% Glass	55% Non-fibrous (other)	None Detected
012315-09-27B 131500363-0048	Upper Roof - Main Floor Roofing Materials	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (other)	None Detected
012315-09-28A 131500363-0049	Lower Front Roof - Hot Mop on Roof Deck Under Roofing	Silver Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (other)	None Detected
012315-09-28B 131500363-0050	Upper Roof - Hot Mop on Roof Deck Under Roofing	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-29A 131500363-0051	Lower Front Roof - Roof Edge Flashing	Black Fibrous Homogeneous	10% Glass	80% Non-fibrous (other)	10% Chrysotile

Analyst(s)

Fievel Lam (41)
Kevin Pine (10)

Steve Grise (1)


Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-fragile organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%.
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102.

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



EMSL Analytical, Inc.

7 Constitution Way, Suite 107, Woburn, MA 01801
Phone/Fax: (781) 933-8411 / (781) 933-8412
<http://www.EMSL.com> bostonlab@emsl.com

EMSL Order: 131500363
CustomerID: AXIO80
CustomerPO:
ProjectID:

Attn: **Peter A. Del Sette, Jr.**
Axiom Partners, Inc.
545 Salem Street
Wakefield, MA 01880

Phone: (781) 213-9198
Fax: (781) 213-6992
Received: 01/26/15 8:30 AM
Analysis Date: 2/2/2015
Collected: 1/23/2015

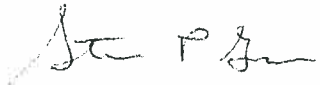
Project: 01253.002 / Vacant Building; 47 Durham Street; Bldg. 206; Portsmouth, NH

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
012315-09-29B 131500363-0052	Upper Roof - Roof Edge Flashing				Stop Positive (Not Analyzed)
012315-09-30A 131500363-0053	Lower Front Roof - Curbing on Roof Vents	Black Fibrous Homogeneous	10% Glass	80% Non-fibrous (other)	10% Chrysotile
012315-09-30B 131500363-0054	Upper Roof - Curbing on Roof Vents				Stop Positive (Not Analyzed)
012315-09-31A 131500363-0055	Wall at Lower Roof - Expansion Joint	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-31B 131500363-0056	Wall at Lower Roof - Expansion Joint	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-32A 131500363-0057	Wall at Lower Roof - Metal Flashing Caulking	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
012315-09-32B 131500363-0058	Wall at Lower Roof - Metal Flashing Caulking	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Fievel Lam (41) Steve Grise (1)
Kevin Pine (10)


Steve Grise, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-107T3 and VT AL357102

Report Amended: 02/02/2015 15:29:18 Replaces the Initial Report 01/31/2015 12:37:37. Reason Code: Client-Additional Analysis



AXIOM PARTNERS
 545 SALEM STREET
 WAKEFIELD, MA 01880
 PHONE: 781.213.9198
 FAX: 781.213.6992

LABORATORY ORDER #:
131500363
 Sample(s) received in good condition? [Y] [N]
 Discernable field blank submitted? [Y] [N]

Asbestos Analysis - Chain of Custody Form

Sampled by: Peter A. Del Sette, Jr. **Date Collected:** 01-23-15
Project Name: Survey for Asbestos-Containing Materials
Project Site: Vacant Building, 47 Durham Street, Bldg. 208, Portsmouth, NH
Project ID/Number: 01253.002
Special Lab Instructions: Analyze mastic on flooring materials first, if positive do not analyze associated flooring, do not analyze gypsum board. Use positives stop on all other samples. E-mail results to pdelsette@axiomenv.com and rames@axiomenv.com

TURNAROUND TIME - If turnaround time is not chosen standard turnaround time applies (6 + Days)

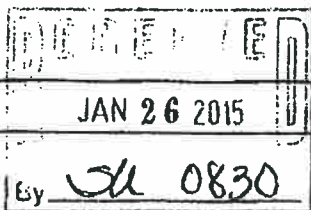
3 Hours 6 Hours 12 Hours 24 Hours 48 Hours 72 Hours 4 Days 5 Days 6-10 Days

TYPE OF ASBESTOS ANALYSIS: EPA 600/R-93/116 (SA 1/26/15)

SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION
1 012315-09-01A	Black Mastic on 9" x 9" Brown Tile	Front Office Suite
2 012315-09-01B	Black Mastic on 9" x 9" Brown Tile	Room Three
3 012315-09-02A	9" x 9" Brown Tile	Front Office Suite
4 012315-09-02B	9" x 9" Brown Tile	Room Three
5 012315-09-03A	Cove Base Mastic	Front Office Suite
6 012315-09-04A	Hard Fittings on Fiberglass Insulation	Men's Room
7 012315-09-04B	Hard Fittings on Fiberglass Insulation	Room Three
8 012315-09-04C	Hard Fittings on Fiberglass Insulation	Second Floor Room
9 012315-09-05A	Wall Panel Mastic	Roof Two
10 012315-09-06A	Mastic Paper On White Floor Sheeting	Laser Lab
11 012315-09-06B	Mastic Paper On White Floor Sheeting	Laser Lab
12 012315-09-07A	White Floor Sheeting	Laser Lab
13 012315-09-07B	White Floor Sheeting	Laser Lab
14 012315-09-08A	Insulation on Heat Exchanger Tank	Mechanical Room
15 012315-09-08B	Insulation on Heat Exchanger Tank	Mechanical Room
16 012315-09-08C	Insulation on Heat Exchanger Tank	Mechanical Room
17 012315-09-09A	Insulation on Condensate Tank	Mechanical Room
18 012315-09-09B	Insulation on Condensate Tank	Mechanical Room
19 012315-09-09C	Insulation on Condensate Tank	Mechanical Room
20 012315-09-10A	Pipe Insulation On Heat Pipes	Mechanical Room

Relinquished:

Peter A. Del Sette, Jr.



Date: 01-23-15

Time: -

58

Received:

Date:

Time:



AXIOM PARTNERS
 545 SALEM STREET
 WAKEFIELD, MA 01880
 PHONE: 781.213.9198
 FAX: 781.213.6992

LABORATORY ORDER #:
131500363
 Sample(s) received in good condition? [Y] [N]
 Discernable field blank submitted? [Y] [N]

Asbestos Analysis - Chain of Custody Form

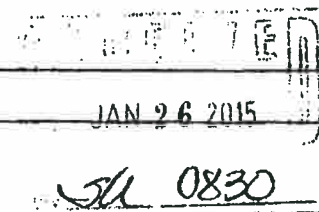
Sampled by:	Peter A. Del Sette, Jr.	Date Collected:	01-23-15
Project Name:	Survey for Asbestos-Containing Materials		
Project Site:	Vacant Building, 47 Durham Street, Bldg. 206, Portsmouth, NH		
Project ID/Number:	01253.002		
Special Lab Instructions:	Analyze mastic on flooring materials first, if positive do not analyze associated flooring, do not analyze gypsum board. Use positives stop on all other samples. E-mail results to pdelsette@axiomenv.com and rames@axiomenv.com		

TURNAROUND TIME - If turnaround time is not chosen standard turnaround time applies (6 + Days)

3 Hours
 6 Hours
 12 Hours
 24 Hours
 48 Hours
 72 Hours
 4 Days
 5 Days
 6-10 Days

TYPE OF ASBESTOS ANALYSIS: EPA 600/R-93/116

21	012315-09-0B	Pipe Insulation On Heat Pipes	Mechanical Room
22	012315-09-10C	Pipe Insulation On Heat Pipes	Mechanical Room
23	012315-09-11A	Pipe Fitting Insulation On Heat Pipes	Mechanical Room
24	012315-09-11B	Pipe Fitting Insulation On Heat Pipes	Mechanical Room
25	012315-09-11C	Pipe Fitting Insulation On Heat Pipes	Mechanical Room
26	012315-09-12A	Joint Compound	Mechanical Room
27	012315-09-12B	Joint Compound	Second Floor Stairwell Room
28	012315-09-13A	Gypsum Board	Mechanical Room
29	012315-09-13B	Gypsum Board	Second Floor Stairwell Room
30	012315-09-14A	Interior Window Caulking	Room Three
31	012315-09-15A	Interior Door Caulking	Door to Room Three
32	012315-09-16A	Ceiling Texture	Room One
33	012315-09-16B	Ceiling Texture	Room One
34	012315-09-16C	Ceiling Texture	Stairs to Second Floor
35	012315-09-17A	Mastic on 12 x 12" Beige Floor Tile	Stair Landing to Second Floor
36	012315-09-17B	Mastic on 12 x 12" Beige Floor Tile	Second Floor Room
37	012315-09-18A	12 x 12" Beige Floor Tile	Stair Landing to Second Floor
38	012315-09-18B	12 x 12" Beige Floor Tile	Second Floor Room
39	012315-09-19A	Suspended Ceiling Tiles	Second Floor Room
40	012315-09-20A	Expansion Joint	Interior CMU Walls
41	012315-09-21A	Front Door Window Glazing Compound	Exterior of Front Door

Relinquished: Peter A. Del Sette, Jr. 

Received: _____

Date: 01-23-15 Time: -

Date: _____ Time: _____



AXIOM PARTNERS
 545 SALEM STREET
 WAKEFIELD, MA 01880
 PHONE: 781.213.9198
 FAX: 781.213.6992

LABORATORY ORDER #:

131500363

Sample(s) received in good condition? [Y] [N]

Discernable field blank submitted? [Y] [N]

Asbestos Analysis - Chain of Custody Form

Sampled by:	Peter A. Del Sette, Jr.	Date Collected:	01-23-15
Project Name:	Survey for Asbestos-Containing Materials		
Project Site:	Vacant Building, 47 Durham Street, Bldg. 206, Portsmouth, NH		
Project ID/Number:	01253.002		
Special Lab Instructions:	Analyze mastic on flooring materials first, if positive do not analyze associated flooring, do not analyze gypsum board. Use positives stop on all other samples. E-mail results to pdelsette@axiomenv.com and rames@axiomenv.com		

TURNAROUND TIME - If turnaround time is not chosen standard turnaround time applies (6 + Days)

<input type="checkbox"/> 3 Hours	<input type="checkbox"/> 6 Hours	<input type="checkbox"/> 12 Hours	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 48 Hours	<input type="checkbox"/> 72 Hours	<input type="checkbox"/> 4 Days	<input checked="" type="checkbox"/> 5 Days	<input type="checkbox"/> 6-10 Days
----------------------------------	----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------	---------------------------------	--	------------------------------------

TYPE OF ASBESTOS ANALYSIS: EPA 600/R-93/116

42	012315-09-22A	Side Exterior Door Caulking	Large Double Door
43	012315-09-23A	Door Caulking	Rear Exterior Door
44	012315-09-24A	Brown Window Caulking	Front Aluminum Cased Windows
45	012315-09-25A	Window Sill Seam Caulking	Exterior Concrete Sills
46	012315-09-26A	Exterior Window Lentil Caulking	Front Bathroom Windows
47	012315-09-27A	Main Field Roofing Materials	Lower Front Roof
48	012315-09-27B	Main Field Roofing Materials	Upper Roof
49	012315-09-28A	Hot Mop on Roof Deck Under Roofing	Lower Front Roof
50	012315-09-28B	Hot Mop on Roof Deck Under Roofing	Upper Roof
51	012315-09-29A	Roof Edge Flashing	Lower Front Roof
52	012315-09-29B	Roof Edge Flashing	Upper Roof
53	012315-09-30A	Curbing on Roof Vents	Lower Front Roof
54	012315-09-30B	Curbing on Roof Vents	Upper Roof
55	012315-09-31A	Expansion Joint	Wall at Lower Roof
56	012315-09-31B	Expansion Joint	Wall at Lower Roof
57	012315-09-32A	Metal Flashing Caulking	Wall at Lower Roof
58	012315-09-32B	Metal Flashing Caulking	Wall at Lower Roof
K			

Relinquished: Peter A. Del Sette, Jr.

Date: 01-23-15

Time: -

Received:

JAN 26 2015

Date:

Time:

JA 0830

ATTACHMENT 2

XRF TABLES FOR LEAD-CONTAINING PAINTS

XRF PAINT TESTING RESULTS

Vacant Building, 47 Durham St, Portsmouth, NH

Location	Sample Code	Substrate	Condition	XRF Reading (mg/cm ²)	Color
Exterior, North Side at Men's Rm.	WSL	M	1	1.4	Brown
Exterior, West Side	DBL Door	M	1	1.4	Gray
1 st Floor, Room #2	D	W	1	0.30	Dark Brown
1 st Floor, Office Suite	WSL	CB	1	0.11	Yellow
1 st Floor, Office Suite	DJ	M	2	0.10	Dark Brown
1 st Floor, Laser Lab	FL	C	2	0.10	Beige
1 st Floor, Room #2	W	PA	1	0.09	Blue
1 st Floor, Men's Room	LW	T	1	0.06	Brown
1 st Floor, Hallway at Laser Lab	DC	M	1	0.06	Dark Brown
1 st Floor, Men's Room	FL	T	1	0.04	Brown
Mechanical Room	D	M	1	0.04	Brown
Mezzanine (above ceiling)	STB	M	1	0.03	White
Mechanical Room	FL	C	4	0.03	Gray
1 st Floor, Office Suite	RC	M	2	0.02	Yellow
Mechanical Room	Ladder	M	2	0.02	Gray
Mechanical Room at Hot Water Tank	STM	M	1	0.02	Gray
1 st Floor, Room #3 (above ceiling)	STM	M	2	0.01	Red
Stairs	SR	W	2	0.01	Red
Lower Roof	Vent	M	1	0.00	Brown
Exterior, North Side at Rm. #3	WSH	M	1	0.00	Brown
1 st Floor, Room #3	W	CB	1	0.00	Dark Blue
Mezzanine	W	CB	1	0.00	Yellow
Mezzanine	W	G	1	0.00	Yellow
Mezzanine	DC	W	1	0.00	Dark Brown
1 st Floor, Room #1	CL	P	1	0.00	White

SAMPLE CODE:

BB-Baseboard; B-Bollards/Bumpers; C/T-Casing/Trim; CL-Ceiling; CR-Chair Rail; D-Door; DC-Door Casing; DJ-Door Jamb; DW-Duct Work; E-Equipment; FL-Floor; HR- Handrail; HVAC-Fans/Air Handlers; P-Piping; R-Railing; RD-Radiator; RC-Radiator Cover; SB-Stair Balusters; SH-Shingles/Siding; SR-Stair Riser; SS-Stair Stringer; SR-Stair Railing; ST, Stair Tread; STC-Structural Column; STB-Structural Beam; STM-Structure Misc; W-Wall; UW-Upper Wall; LW-Lower Wall; WSH-Window Sash; WC-Window Casing; WSL-Window Sill

SUBSTRATE TYPE:

W-Wood; G-Gypsum Board; P-Plaster; C-Concrete; CB- Concrete Block; PA-Paneling; T-Tile; M-Metal; B-Brick; U-Unknown

PAINT CONDITION:

1 to 5; 1 = Undamaged (< 5% damage) ; 2 = Slight Damage (6-15% Damage) ; 3 = Moderate Damage (16-25% Damage) ; 4 = Extensive Damage (26-50% Damage) ; 5 = Severe Damage (>50% Damage)



ATTACHMENT 3

HAZARDOUS MATERIALS INVENTORY

HBM INVENTORY
47 Durham Rd, Portsmouth, NH

Fluorescent Light Bulbs and Ballasts

Description	Qty	Location	Manufacturer	PCB Content
4' x 2 Bulb Surface (Type 1)	15	Stairway and 1 st Floor Hallway	GE Pro	Y
4' x 1 Bulb Surface	2	1 st Floor Men's and Women's	Unknown	Presumed
4' x 4 Bulb Lay-in	20	1 st Floor, Laser Lab	Unknown	Presumed
Pole-mounted Transformer	3	NE Corner of Building	Unknown	Presumed
4' x 2 Bulb Surface (Type 2)	2	1 st Floor Men's and Women's	Advanced	N
4' x 3 Bulb "Egg Crate" Lay-in	25	Mezzanine and 1 st Floor Offices	Advanced	N
8' x 4 Bulb Suspended	5	Mechanical Room	Advanced	N

HVAC/Refrigeration Equipment

Description / Location	HVAC Manufacturer	Number of Units	Estimated Amount/Type of Refrigerant
Portable Chiller / 1 st Floor Laser Lab	NESLAB	1	R134a / 7.0 oz.
Portable Chiller / 1 st Floor Laser Lab	K-O Concepts	1	Unknown
Water Bubbler / 1 st Floor Hallway	Monadnock	1	R12 / 1.0 oz.
Refridgerator / 1 st Floor Janitorial Closet	Danby	1	R134a / 2.85 oz.
Pad Mounted Air Conditioner / Building Exterior, East Side	Trane	2	R22 / Unknown

Mercury Containing Equipment

Description / Location	Manufacturer	Quantity
Thermostat / 1 st Floor, Throughout	Honeywell	4
Emergency Lights / Stairway, 1 st Floor Hallway and Laser Lab	Prescolite	6
Exit Signs / 1 st Floor Throughout	Unknown	4
Danger Radiation Signs / 1 st Floor Room #3 and Laser Lab	Unknown	4
Exterior Floor Lights / East, North and West Sides	Unknown	3

Miscellaneous White Goods

Description / Location	Manufacturer	Quantity
Lasers and Electronics / 1 st Floor, Laser Lab	Various	4
Computer Scanner / 1 st Floor, Room #1	Hewlett Packard	1
Telephone / 1 st Floor, Office Suite, Room #1 and Laser Lab	Various	4
Laser Printer / 1 st Floor Office Suite	Hewlett Packard	1
15" LCD Monitor / 1 st Floor, Room #2	Dell	1
Toaster Oven / 1 st Floor Janitorial Closet	Proctor Silex	1
Microwave Oven / 1 st Floor Janitorial Closet	GE	1

HBM INVENTORY
47 Durham Rd, Portsmouth, NH

Description / Location	Manufacturer	Quantity
1 Gal. Cleanser / 1 st Floor Janitorial Closet	Pinsol	1
1 Qt, Glass Cleaner / 1 st Floor Janitorial Closet	Windex	1

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Date: August 16, 2018
Re: Sublease between Two International Group, LLC and Alliance Funding Group

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease at 2 International Drive between Two International Group, LLC ("TIG") and Alliance Funding Group. The Sublease for 4,413 square feet is for a term of five years with one five-year option effective after the issuance of a Certificate of Occupancy, which is anticipated to be August 1, 2018. The Subleased Premises will be used for general business offices and related uses.

The Delegation to Executive Director: Consent, Approval of Subleases provides that:

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

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

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

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

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Date: August 16, 2018
Re: Sublease between 200 International, Limited Partnership and Revision Military LTD

In accordance with the Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease at 200 International Drive between 200 International, Limited Partnership ("200ILP") and Revision Military LTD ("Revision") for 5,233 square feet (Suite 250) for a period of one year effective July 1, 2018. Revision will use the premises for general office use.

The Delegation to Executive Director: Consent, Approval of Subleases provides that:

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

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

Conditions one through three have been met. As to condition four, PDA relies on 200ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/200ILP Sublease.

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

PATWOINTL\200 International\Board\RevisionMilitary 0818.docx

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of the proposed signs for 75 NH LLC, at 85 New Hampshire Avenue subject to the approval of a variance by the City of Portsmouth Zoning Board of Adjustment; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated August 9, 2018, attached hereto.

N:\RESOLVES\2018\SignVariance 0818.docx

MEMORANDUM

To: David R. Mullen, Executive Director
 From: Maria J. Stowell *Maria*
 Date: August 9, 2018
 Subject: Signage at 85 New Hampshire Ave

75 New Hampshire, LLC has submitted a request to erect wall and ground signs for the new building located at 85 New Hampshire Avenue. The proposed signs (see attachment) are 39 and 32 square feet respectively. The addition of these signs will raise the total area of signage on this lot to 237.0 square feet. Part 306 of the Zoning Ordinance limits the aggregate lot signage area to 200 square feet. A variance was approved by the City of Portsmouth in 2010 to allow the applicant up to 218.9 square feet of signage for the three buildings on the property. Now a fourth building has been built and the applicant is requesting another variance to exceed the 218.9 square foot total approved in 2010.

With regard to PDA Board approval, the signs are consistent with other Tradeport wall and monument signs. The ground sign is internally lit and complements the materials of the building facade. The wall sign is similar to other Tradeport building signs.

The request to exceed the 200 square foot maximum is due more to the lot development layout than the size of the individual building signs. This lot is 13.88 acres and contains four separate buildings. If each building were situated on its own 5 acre lot, total signage for each building would be much less than the 200 sf maximum allowed by the zoning ordinance. The following table shows the sign area attributable to each building:

Building	Address	Tenant	Sign Type	Sign Area (sq. ft.)
1	75 New Hampshire Ave.	Amadeus	Wall sign	26.8
			Ground sign	30
		2 International Group	Wall sign	3*
		Pixelmedia	Ground Sign	22
2	11 Manchester Square	First Light	Ground sign	25.1
			Awning sign	6.1
3	81 New Hampshire Ave.	Great Bay Kids Center	Wall sign	50
			Ground Sign	3
4	85 New Hampshire	<i>Global Aquaculture</i>	<i>Wall Sign</i>	39
			<i>Ground Sign</i>	32
			TOTAL	237.0

Staff has reviewed the zoning ordinance as it relates to maximum lot signage and we believe the proposal is in harmony with the general purpose and intent of the ordinance. If the PDA Board approves the sign, 75 New Hampshire, LLC will submit an application for variance to the City and the request will be reviewed by the Portsmouth Zoning Board of Adjustment.

At next week's board meeting, please ask the Board of Directors to approve the sign proposal of 75 New Hampshire, LLC provided that a variance is granted by the Portsmouth Zoning Board of Adjustment.

I have also included pictures showing the other signs on the lot.

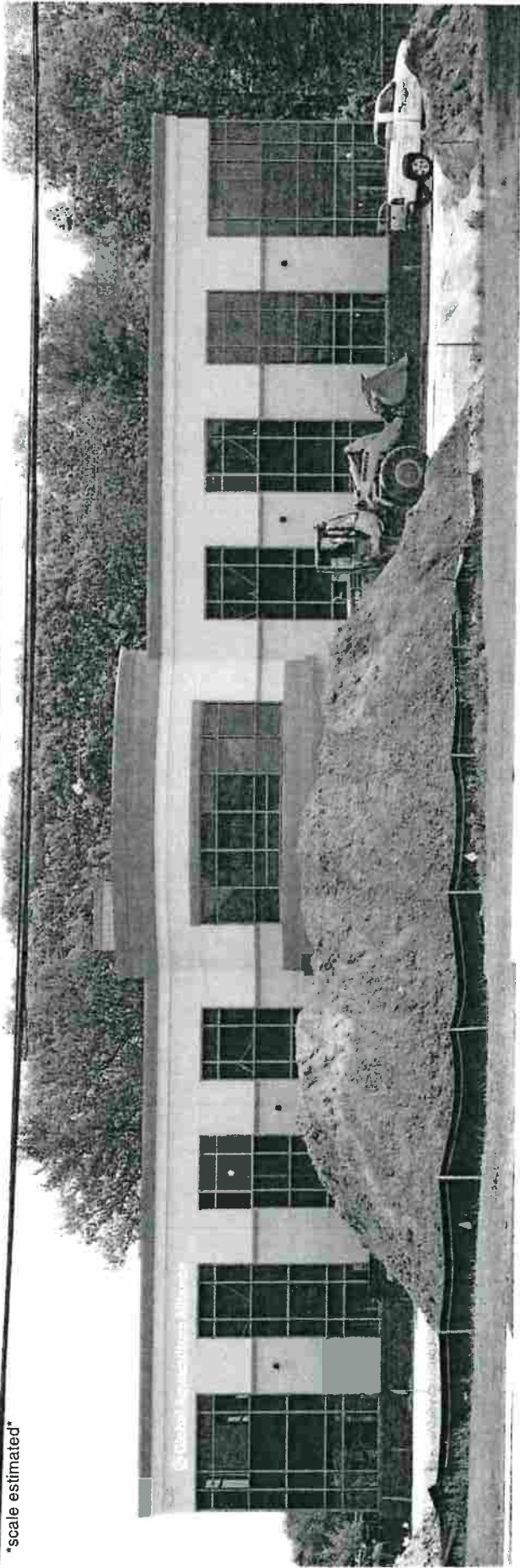
N:\ENGINEER\Board Memos\2018\Global Aquaculture.docx

38.96 #

280 in

20 in

scale estimated



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.

5/25/18

RETURN SIGNED TO: service@portsmouthsign.com

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.

SIGNATURE: _____ **Date:** _____

Member of:
 **DOVER**
CHAMBER OF COMMERCE
 GREATER
PORTSMOUTH
CHAMBER OF COMMERCE
 the **Greater York Region**
Chamber of Commerce

©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.



Qty: SS DS

Materials:

Background Color:

Vinyl Color:

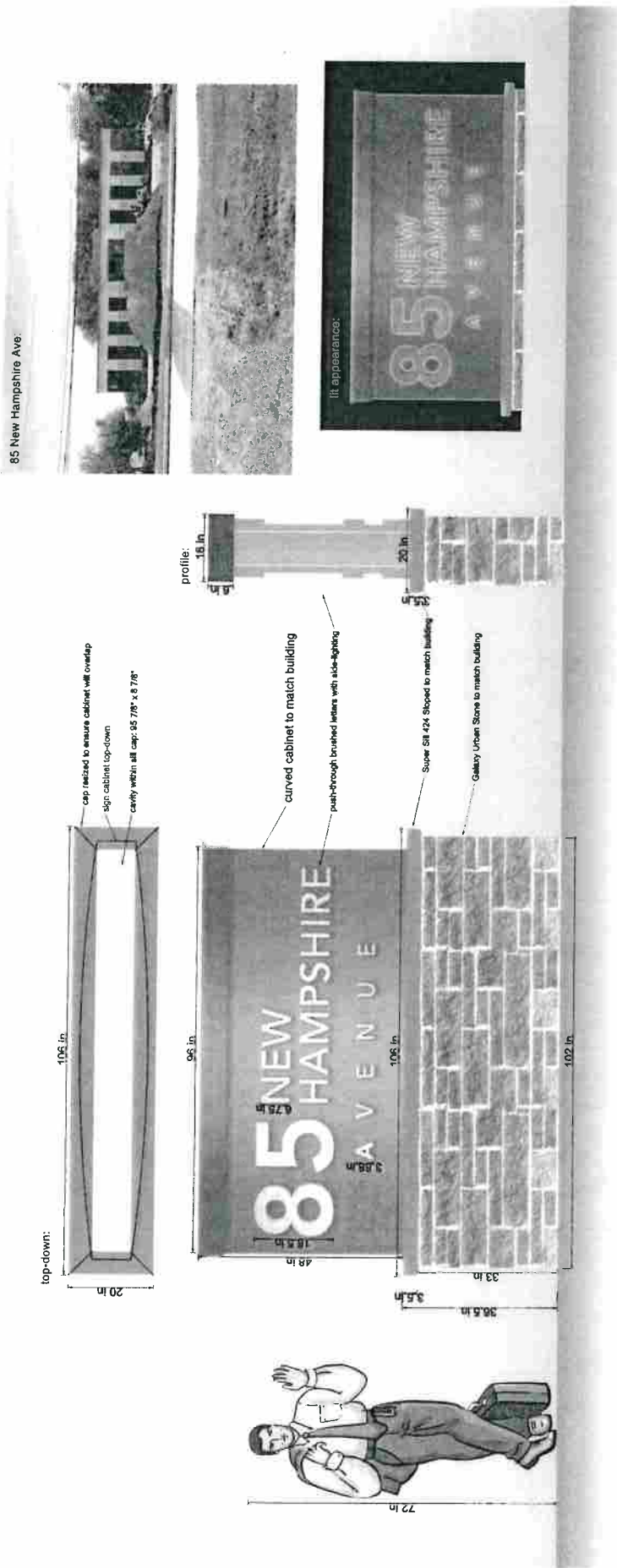
HP Int

Other:

Two International

Monument sign with halo fit fabricated metal letters

H x B = 32 x 11



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.

6/19/18

RETURN SIGNED TO: service@portsmouthsign.com
 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.

Member of:

 PORTSMOUTH CHAMBER OF COMMERCE
 the Greater York Region Chamber of Commerce

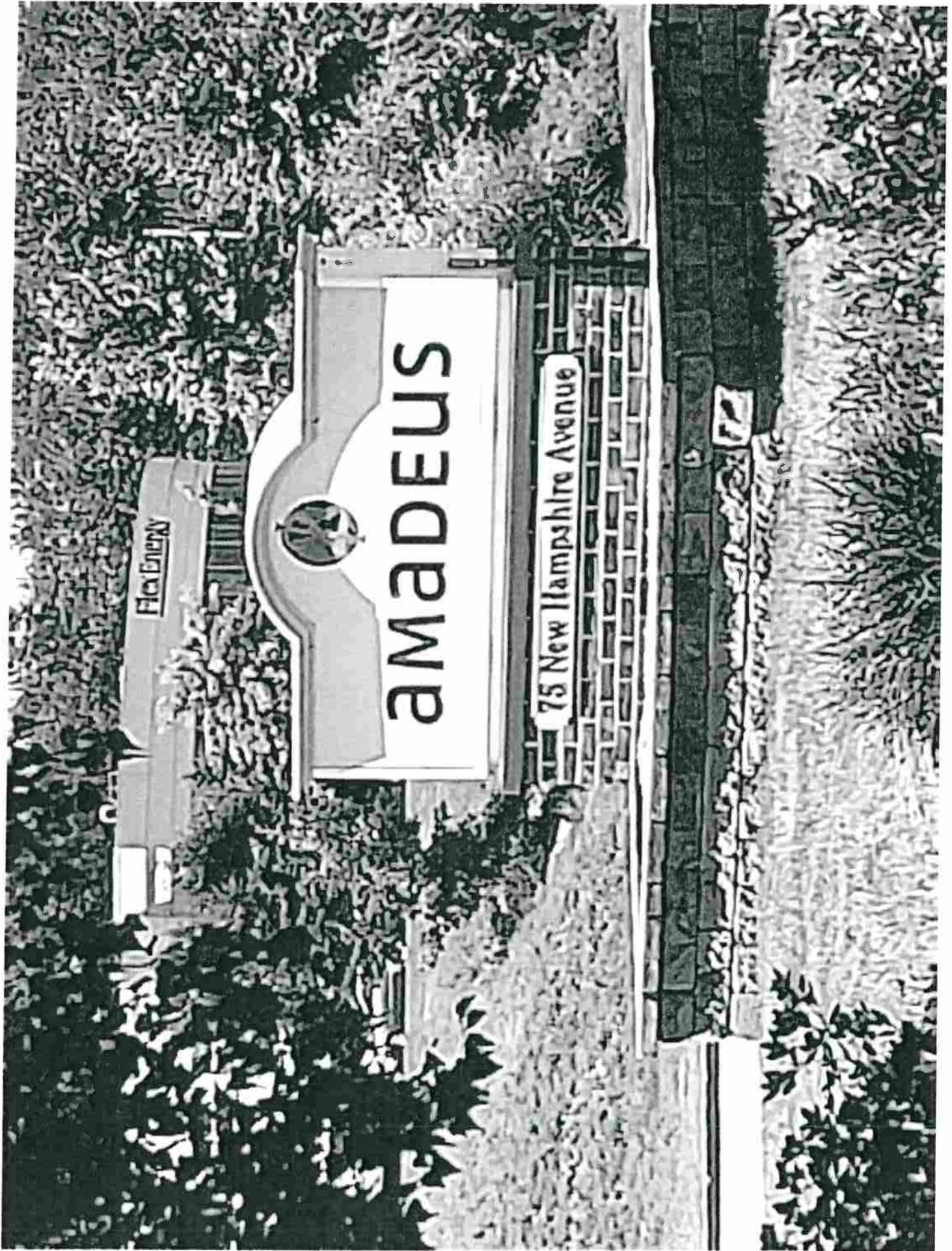
SIGNATURE: _____ **Date:** _____

Shop Use Only
 Qty: SS DS HP Int

Materials: _____
 Background Color: _____

Vinyl Color: _____
 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.

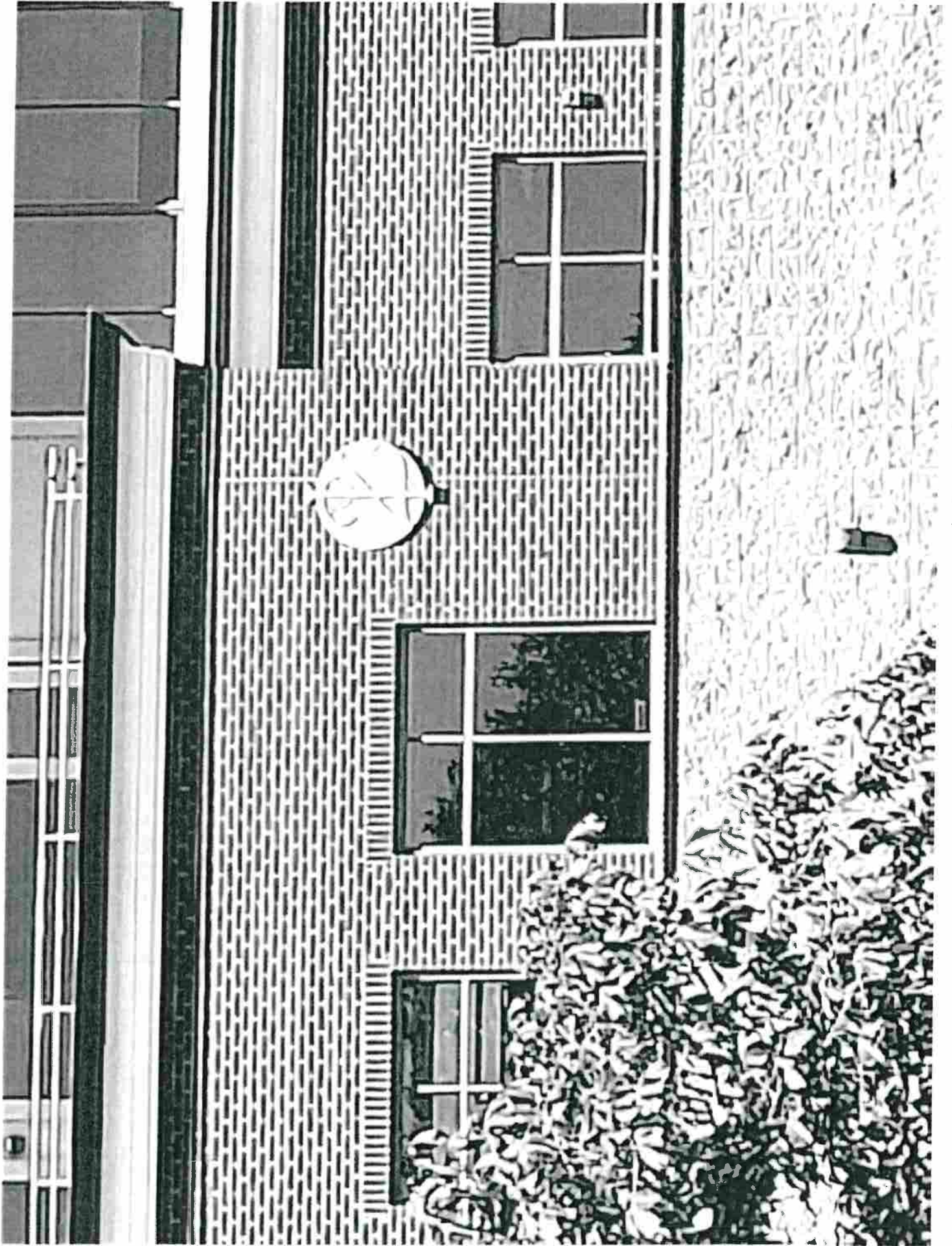


Jay Horne says 30 #

AMADEUS

14.29 x 1.875 = 26.79





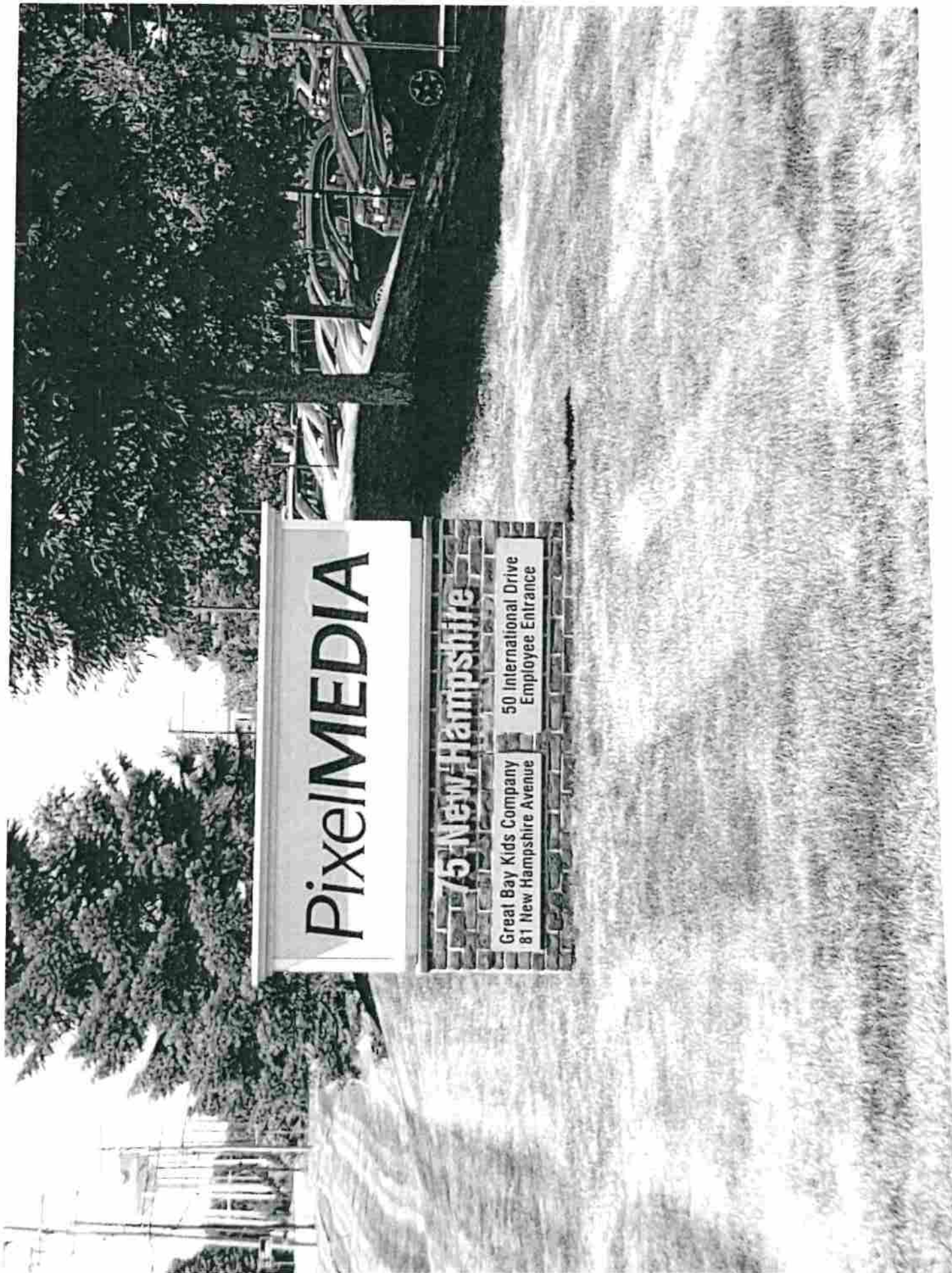
34 ESTIMATED

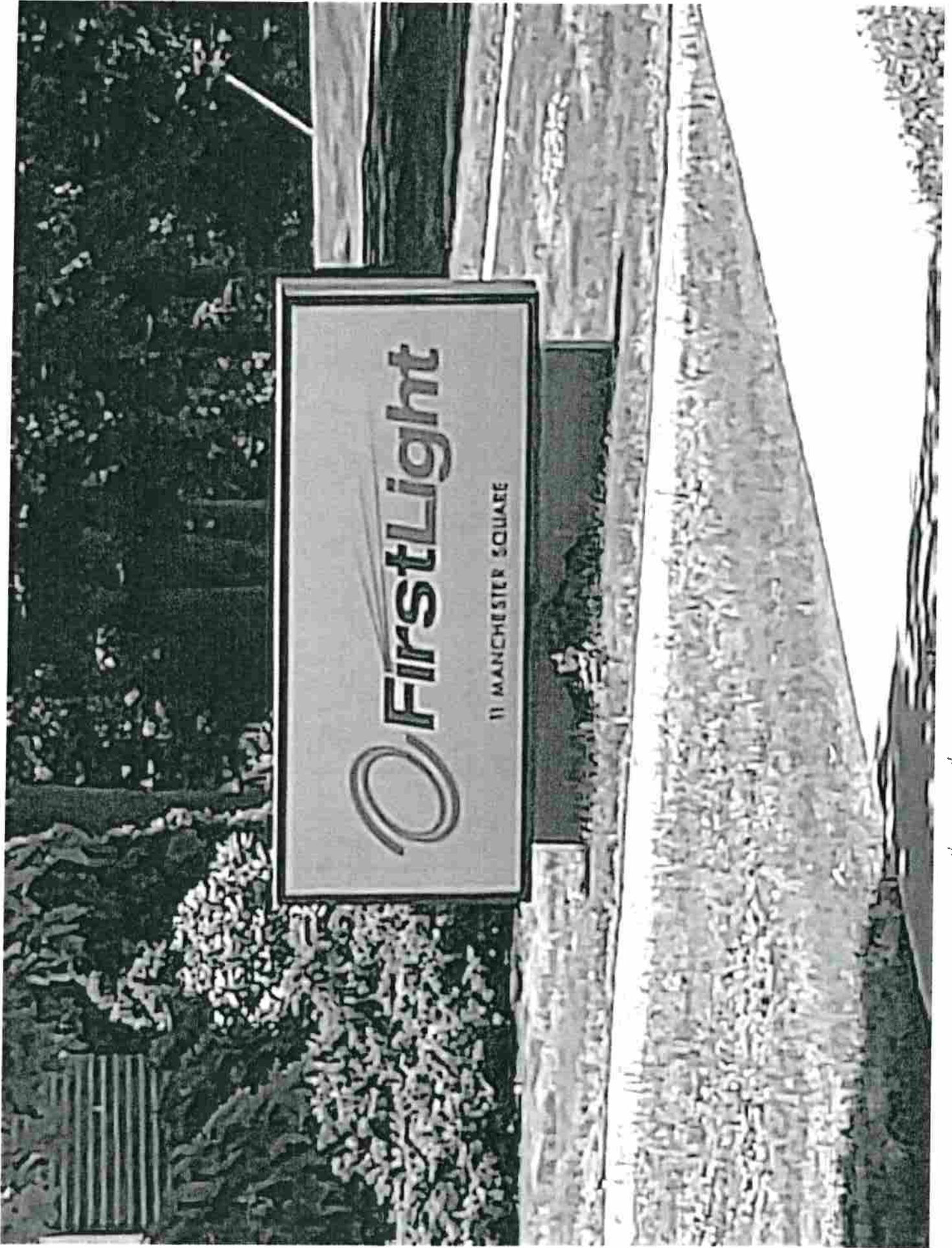
PixelMEDIA

75 New Hampshire

Great Bay Kids Company
81 New Hampshire Avenue

50 International Drive
Employee Entrance





$$98'' \times 40'' = 8.17 \times 3.33 = 27.2$$



8.125 #

Great Bay Kids' Company



157 #05

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director 
RE: Contract Reports
DATE: August 16, 2018

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

1. Project Name: Eckhardt & Johnson, Inc.
PDA Obligation: \$30,999.45
Board Authority: Vice-Chairman Loughlin
Summary: For the emergency replacement of the HVAC system at the Terminal building

N:\RESOLVES\Resolves\2018\Contractrpt 0818.docx



Eckhardt & Johnson, Inc.
MECHANICAL CONTRACTORS
EST. 1917

PROJECT ESTIMATE

DATE: 06/28/2018

QUOTE ID: 715
 AR CUSTOMER: PEADDEV
 SERVICE LOCATION: Pease Terminal Building
 STREET: 42 Airline Ave, Pease Airline Terminal
 CITY: Portsmouth, NH

CONTACT: Dane Kirkwood
 Ph:(603) 433-6088
 Fax:(603) 427-0433
 DATE SUBMITTED: 06/28/2018
 PREPARED BY: Kevin Verrall

DESCRIPTION: Replace Second Snyder RTU on Low Roof

SCOPE OF WORK: Replace the larger Snyder unit on the low roof with curb adapter and a new Trane unit of like capacity. Pricing includes all crane, electrical, reconnect existing controls, start up and disposal of old unit per EPA guidelines. Unit is to include hail guards on the condensing coils.

ITEM	TOTAL
Labor Regular Time	
Trane YSC210F RTU and curb adapter	
Recovery and disposal of old unit	
Crane and trucking Charges	
Electrical	
Controls	
Gas Piping	
Miscellaneous	
Total	\$30,999.45

 SIGNATURE

 PRINT NAME

 DATE

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

EXCLUDED UNLESS SPECIFIED IN THIS SCOPE OF WORK:

Overtime Labor ~ Structural work ~ Carpentry work ~ Roof work ~ Power and control wiring ~ Asbestos abatement ~ Drop ceiling work ~ Any scope of work not listed in this proposal ~ All existing building, plumbing, fire, energy, seismic, and etc. code violations on existing work.

PAYMENT TERMS:

Delegation to Executive Director :
Consent, Approval and Execution of Documents and
Expenditure of Funds for Emergency Repairs

- Summary: This delegation covers the consent, approval and execution of documents by the Executive Director and the authority to the Executive Director to expend funds for emergency repairs needed to PDA facilities and properties caused by fire, wind, weather, or other act of God, that if repairs are not made as soon possible could cause more damage or destruction or could be hazardous to health and human safety. The Board has delegated authority to the Executive Director, subject to concurrence by one member of the Executive Committee of the PDA Board of Directors, to consent, approve and execute the required documentation and to expend funds up to \$50,000. If said repairs are covered by insurance, then upon the concurrence of one member of the Executive Committee, the Executive Director shall be authorized to expend funds as necessary to complete the repairs. Authorization is subject to the conditions set forth below are satisfied.
- Transaction: Consent, approval, and execution of required documents and expenditure of funds for emergency repairs.
- Amount: Up to \$50,000; or, if repairs are covered by insurance, then the cost of the repairs
- Execution Document: Contract and any other documents required to implement and complete the repairs.
- Authority to Execute: Executive Director with concurrence of one member of the Executive Committee of the PDA Board of Directors
- Conditions: The request for emergency repairs and expenditure of funds subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are satisfied:
1. The repairs to facilities and properties of the Pease Development Authority, including the Division of Ports and Harbors and Skyhaven Airport, are emergency in nature caused by fire, wind, weather, or other act of God that could result in more damage or destruction or could be hazardous to the health and human safety if the repairs are not made as soon as possible.
- Reporting Requirements: Any contract or other document executed by the Executive Director and any funds expended pursuant to this delegation shall be reported to the Board at its next regular meeting.

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Stanley Elevator Company, Inc. for the purpose of providing elevator inspection and maintenance service. The contract is for a period of three (3) years with two options to extend for one (1) year each, which options may be exercised at the discretion of the Executive Director; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated August 7, 2018, attached hereto.

N:\RESOLVES\2018\StanleyElevator 0818.docx

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: August 7, 2018
Subject: Elevator Service and Repair Contract

PDA owns and maintains three elevators, two at the terminal and one at the air traffic control tower. With the expiration of the current contract pending, bids to provide elevator inspection and maintenance services were recently advertised. Three contractors requested bid packages and two bids were submitted for the August 3rd bid opening.

BIDDER	BID TOTAL
Eagle Elevator Company, Inc. Portland, Me	\$34,991
Stanley Elevator Company, Inc. Nashua, NH	\$32,352

Please note that the bid totals were calculated by assuming numbers for emergency call hours and equipment replacement dollars, and do not represent a total that will be paid to the contractor. The assumptions were made for comparison purposes.

Overall, Stanley Elevator Company, Inc. ("Stanley") submitted the lower bid. Stanley is currently PDA's contractor for this contract and has provided satisfactory service. Staff recommends award to Stanley.

At the August meeting, please ask the Board of Directors to authorize the Executive Director to enter into a contract with Stanley Elevator Company, Inc. for a period of three years, with two one-year options to be based on mutually agreeable terms and conditions exercised at the discretion of the Executive Director, as described in this memo and Stanley's bid submitted August 3, 2018.

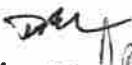

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Stormwater Compliance, LLC for the purpose of providing vacuum sweeping service. The contract is for a period of three (3) years with two options to extend for one (1) year each, which options may be exercised at the discretion of the Executive Director; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated August 7, 2018, attached hereto.

N:\RESOLVES\2018\StormwaterCompliance 0818.docx

MEMORANDUM

To: David R. Mullen, Executive Director 
From: Maria J. Stowell, P.E., Engineering Manager 
Date: August 6, 2018
Subject: Vacuum Sweeping Contract

The golf course parking lot and multi-use path are paved with porous pavement that needs to be swept and vacuumed twice a year. The multi-use path is of particular concern in that its pavement has a weight restriction of 2,000 pounds, which limits the use of roadway vacuum sweepers. The weight restriction is due to the single lane width of the path and the potential for separating the edge of the porous pavement under the load of heavier vehicles.

Most recently, vacuum sweeping has been done by Stormwater Compliance, LLC. For the path, Stormwater Compliance uses a light weight StormWater SUV that does not compromise the structural integrity of the path.

In keeping with PDA's procurement policy, the Engineering Department advertised a request for bids to contractors to perform vacuum sweeping twice per year at each of these locations. Four contractors requested information regarding the bid package, but only one bid was submitted. The specific requirement for the multi-use path limits number of contractors who are able to provide the requested services.

After reviewing the bid submission, we recommend awarding the contract to Stormwater Compliance, LLC at a cost of \$4,400 per year.

At the August meeting, please ask the Board of Directors to authorize the Executive Director to enter into a contract with Stormwater Compliance, LLC for a period of three years, with two one-year options to be based on mutually agreeable terms and conditions exercised at the discretion of the Executive Director, as described in this memo and the Stormwater Compliance, LLC bid submitted on August 1, 2018.

N:\ENGINEER\Board Memos\2018\Vacuum Sweeping Contract.docx



MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with Pinard Waste Services Co., Inc. for the purpose of providing non-hazardous solid waste disposal services. The contract is for a period of three (3) years with two options to extend for one (1) year each, which options may be exercised at the discretion of the Executive Director; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated August 7, 2018, attached hereto.

N:\RESOLVES\2018\Pinard 0818.docx

MEMORANDUM

To: David R. Mullen, Executive Director 
From: Maria J. Stowell, P.E., Engineering Manager. 
Date: August 8, 2018
Subject: Non-Hazardous Solid Waste Removal Services

With the current solid waste contract expiring, the Engineering Department advertised a request for bids to provide non-hazardous solid waste removal services at PDA operated properties. Five contractors requested information regarding the bid package, with two contractors submitting bids. One of the bids was deemed non-responsive and was not considered.

After reviewing the responsive bid, staff recommends awarding the contract to Pinard Waste Systems Co, Inc. at a cost of approximately \$3,830 per month. This cost is estimated and may fluctuate due to the frequency of additional trash pickups at the terminal or the seasonality of the Port Authority and Golf Course businesses.

At the August meeting, please ask the Board of Directors to authorize the Executive Director to enter into a contract with Pinard Waste Systems Co, Inc. for a period of two years, with two one-year options to be based on mutually agreeable terms and conditions exercised at the discretion of the Executive Director, as described in this memo and the Pinard Waste Systems Co, Inc. bid submitted on August 2, 2018.

N:\ENGINEER\Board Memos\2018\Non-Hazardous Solid Waste Removal Services.docx

MOTION

Director Levesque:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Chadwick-BaRoss, Inc. in a total amount not to exceed \$39,470.00 for the purchase of attachments for a Holder Sidewalk Tractor; all in accordance with the memorandum of Paul E. Brean, dated August 8, 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 reason:

1. Due to the proprietary nature of the hitch mount and PTO transmission on the tractor, attachments are limited to the use on the Holder Tractor and no other aftermarket attachments can be sourced.

Note: This motion requires 5 affirmative votes.

N:\RESOLVES\2018\PSM-Chadwick-BaRossHolder 0818.docx



Memorandum

To: David R. Mullen, Executive Director *DRM*
From: Paul E. Brean, Airport Director *PEB*
Date: 8/8/18
Subj: Holder Sidewalk Tractor Maintenance Attachments

In December of 2017, the Pease Development Authority (“PDA”) Board of Directors approved the purchase of a Holder Multifunction Sidewalk Tractor to support snow removal at Portsmouth International Airport at Pease. In order to utilize this tractor for other maintenance purposes, \$38,000 was allocated in the FY2019 Capital Budget for the purchase of additional tractor attachments. The addition of the following attachments will provide more efficient methods for vegetation management, pavement maintenance, and snow removal.

Trideck Finish mower 10ft, (Holder-\$22,000): Support F.A.A. Part 139 Wildlife Plan with grass mowing around airfield navigation aids.

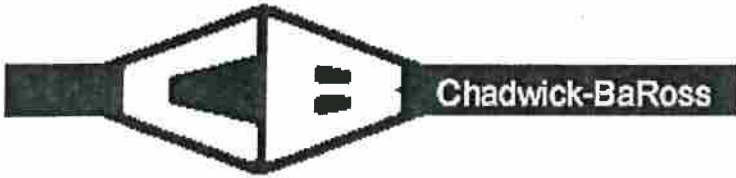
Flail mower 72in. (Holder-\$9,520): Support brush cutting along airport security fences and inside storm water outfall drainage swale areas.

Broom 72in. (Holder-\$7,950): Support sand and snow removal on the airfield and airport terminal parking areas. Snow brooming will reduce hand shoveling and chemical usage.

Contract pricing has been provided by Chadwick-BaRoss, Inc., the local authorized Holder Tractor dealer and State of New Hampshire Approved Vendor # 173985. Due to a proprietary hitch mount and PTO transmission on the tractor, attachments are limited to the use on the Holder Tractor and no other aftermarket attachments can be sourced.

Due to the proprietary nature of the equipment, it must be sole sourced. As such, I request a waiver of the formal RFP process and seek authorization from the PDA Board of Directors to enter an agreement to purchase Holder Tractor attachments for \$39,470.

Quotes are attached.



EQUIPMENT SALES ORDER

Legal Name of Purchaser _____
 d/b/a PEASE DEVELOPMENT AUTHORITY _____
 Address 7 LEE ST PORTSMOUTH, NH _____
 (Street) (City/Town) (County) (State) (Zip Code)

Customer#
PO#

Mailing Address (if different) _____ Telephone _____

DESCRIPTION OF EQUIPMENT

Make HOLDER Model FLAIRMOWER S/N TBD Item# _____
 Attachments and Options _____ Item# _____
 _____ Item# _____
 _____ Item# _____
 (Collectively, the "Equipment")

Requested Delivery Date _____ Delivery Arranged By Seller Purchaser

SALE	TRADE-IN PROPERTY
Selling Price: \$ 9,520.00	Make: N/A
Rentals Applied: \$ 0	Model: _____
Trade Allowance: \$ 0	S/N: _____
Trade allowance is based upon condition of the trade-in property as of the date Purchaser signs this order. Purchaser agrees to repair or replace the trade-in property if damaged beyond normal wear occurs before delivery.	Description: _____
Balance: \$ 9,520.00	Attachments: _____
Sales Tax: \$ 0	Is property free and clear of all liens? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other: \$ 0	Leinholder: _____
Freight: \$ 0	Principal Balance Due: \$ _____ As of _____
TOTAL Due: \$ 9,520.00	

PAYMENT TERMS: With Order \$ _____ On Delivery _____ Balance 9,520.00
 Balance payable as follows: NET 100 DAYS POST DELIVERY

Warranty: Manufacturer's Standard - Expires on _____ or at _____, whichever occurs first.
 (Date) (Hours)
 No Warranty Expressed or Implied
 Other _____

SEE PARAGRAPH 5 ON REVERSE SIDE FOR FURTHER WARRANTY INFORMATION, LIMITATIONS AND DISCLAIMERS.

This agreement shall not be binding upon Seller until accepted and approved by an officer of Seller, in writing, below.

PURCHASER HAS READ AND ACKNOWLEDGES ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

CHADWICK-BaROSS, INC., SELLER

PURCHASER

By: STEVE SLATER
 Sales Representative

By: _____

By: y of
 Sales Manager

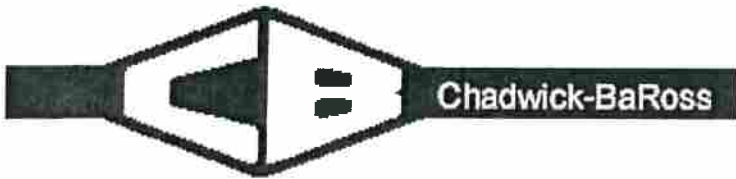
Title: _____

Accepted and approved on: _____

Date: _____

By: _____

Title: _____
 Corporate Officer



EQUIPMENT SALES ORDER

Legal Name of Purchaser _____
 d/b/a PEASE DEVELOPMENT AUTHORITY _____
 Address 7 LEE ST. PORTSMOUTH, NH 03801 _____
 (Street) (City/Town) (County) (State) (Zip Code)
 Mailing Address (if different) _____ Telephone _____

Customer#
PO#

DESCRIPTION OF EQUIPMENT

Make HOLDER Model TRI-DECK MOWER S/N TBD Item# _____
 Attachments and Options 98" TRI-DECK FINISH MOWER Item# _____
INCLUDES COUNTERWEIGHT Item# _____
 _____ Item# _____

 _____ (Collectively, the "Equipment")

Requested Delivery Date _____ Delivery Arranged By Seller Purchaser

SALE		TRADE-IN PROPERTY	
Selling Price:	\$ 22,000.00	Make:	N/A
Rentals Applied:	\$ 0	Model:	_____
Trade Allowance:	\$ 0	S/N:	_____
Trade allowance is based upon condition of the trade-in property as of the date		Description:	_____
Purchaser signs this order. Purchaser agrees to repair or replace the trade-in		Attachments:	_____
property if damaged beyond normal wear occurs before delivery.		_____	_____
Balance:	\$ 22,000.00	Is property free and clear of all liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sales Tax:	\$ 0	Leinholder:	_____
Other:	\$ 0	Principal Balance Due:	\$ _____ As of _____
Freight:	\$ 0		
TOTAL Due:	\$ 22,000.00		

PAYMENT TERMS: With Order \$ _____ On Delivery _____ Balance 22,000.00
 Balance payable as follows: NET 10 DAYS POST DELIVERY

Warranty: Manufacturer's Standard - Expires on _____ or at _____, whichever occurs first.
 (Date) (Hours)
 No Warranty Expressed or Implied
 Other _____

SEE PARAGRAPH 5 ON REVERSE SIDE FOR FURTHER WARRANTY INFORMATION, LIMITATIONS AND DISCLAIMERS.

This agreement shall not be binding upon Seller until accepted and approved by an officer of Seller, in writing, below.

PURCHASER HAS READ AND ACKNOWLEDGES ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

CHADWICK-BaROSS, INC., SELLER

PURCHASER

By: STEVE SLATER
 Sales Representative

By: _____

By: _____
 Sales Manager

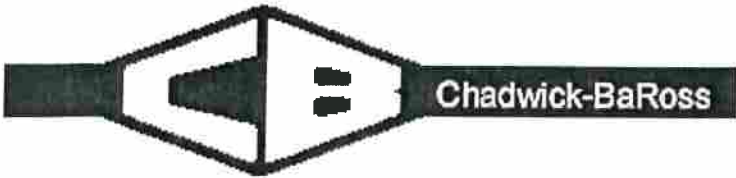
Title: _____

Accepted and approved on: _____

Date: _____

By: _____

Title: _____
 Corporate Officer



EQUIPMENT SALES ORDER

Legal Name of Purchaser _____

d/b/a PEASE DEVELOPMENT AUTHORITY _____

Address 7 LEE ST PORTSMOUTH, NH 03801 _____

(Street) (City/Town) (County) (State) (Zip Code)

Customer# _____
 PO# _____

Mailing Address (if different) _____ Telephone _____

DESCRIPTION OF EQUIPMENT

Make HOLDER Model SWEeper S/N TBD Item# _____

Attachments and Options 48' ROTARY BROOM SWEEPER Item# _____

Item# _____

Item# _____

(Collectively, the "Equipment")

Requested Delivery Date _____ Delivery Arranged By Seller Purchaser

SALE	TRADE-IN PROPERTY
Selling Price: \$ <u>7,950.00</u>	Make: <u>N/A</u>
Rentals Applied: \$ <u>0</u>	Model: _____
Trade Allowance: \$ <u>0</u>	S/N: _____
Trade allowance is based upon condition of the trade-in property as of the date	Description: _____
Purchaser signs this order. Purchaser agrees to repair or replace the trade-in property if damaged beyond normal wear occurs before delivery.	Attachments: _____
Balance: \$ <u>7,950.00</u>	Is property free and clear of all liens? <input type="checkbox"/> Yes <input type="checkbox"/> No
Sales Tax: \$ <u>0</u>	Leinholder: _____
Other: \$ <u>0</u>	Principal Balance Due: \$ _____ As of _____
Freight: \$ <u>0</u>	
TOTAL Due: \$ <u>0.00</u>	

PAYMENT TERMS: With Order \$ _____ On Delivery _____ Balance 7,950.00

Balance payable as follows: NET 10 DAYS POST DELIVERY

Warranty: Manufacturer's Standard - Expires on _____ or at _____, whichever occurs first.

(Date) (Hours)

No Warranty Expressed or Implied

Other _____

SEE PARAGRAPH 5 ON REVERSE SIDE FOR FURTHER WARRANTY INFORMATION, LIMITATIONS AND DISCLAIMERS.

This agreement shall not be binding upon Seller until accepted and approved by an officer of Seller, in writing, below.

PURCHASER HAS READ AND ACKNOWLEDGES ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE.

<p>CHADWICK-BaROSS, INC., SELLER</p> <p>By: <u>STEVE SLATER</u> Sales Representative</p> <p>By: <u>y of</u> Sales Manager</p> <p>Accepted and approved on: _____</p> <p>By: _____</p> <p>Title: <u>Corporate Officer</u></p>	<p>PURCHASER</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

MEMORANDUM

TO: Irv Canner, Finance Director

FROM: Susan M. Gagne, Legal Assistant

CC: David R. Mullen, Executive Director
Lynn Marie Hinchee, Deputy Director and General Counsel

DATE: July 2, 2018

RE: Invoice for Legal Services – Anderson & Kreiger, LLP

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

Anderson & Kreiger, LLP	<u>\$102.00</u>
Re: Federal Regulatory Advice	
Through May 31, 2018	
TOTAL	<u>\$102.00</u>

We will report the payment of this invoice at the Board meeting scheduled for August 16, 2018. Please let me know if you have any questions.

P:\BOARDMTG\2018\MemoLegalBillsAndersonKreiger-SMG 0718.docx

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

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

ANDERSON
KREIGER

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

June 14, 2018

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

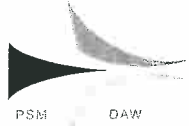
Reference # 125596 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Total Current Billing: \$102.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS



PEASE
AIRPORT

MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

Memorandum

To: Paul Brean, Airport Director *PBC*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 8/9/2018
Subj: Noise Report for June, 2018

The Portsmouth International Airport at Pease received a total of 28 noise inquiries in June, 2018. All of the inquiries were pertaining to helicopter activity.

The 28 rotor wing inquiries originated from three residences; (two) Portsmouth and (one) Newington resident. All of the inquiries were concerning Seacoast Helicopters either flying low or flying multiple times over their home.

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

Memorandum

To: Paul Brean, Airport Director *Paul Brean*
From: Sandra McDonough, Airport Community Liaison *Sandra McDonough*
Date: 8/9/2018
Subj: Noise Report for July, 2018

The Portsmouth International Airport at Pease received a total of 12 noise inquiries in July, 2018. All of the inquiries were pertaining to helicopter activity.

The 12 rotor wing inquiries originated from two residences; (one) Portsmouth resident and (one) Newington resident. All of the inquiries were concerning Seacoast Helicopters either flying low or flying multiple times over their home.

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

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds up to \$60,063.00 for the following legal services rendered to the Pease Development Authority:

1.	Anderson & Kreiger, LLP		
	Federal Regulatory Advice	<u>\$7,854.00</u>	
	Through June 30, 2018		\$7,854.00
2.	Kutak Rock, LLC		
	CLF/Through June 30, 2018	\$738.00	
	General/Through June 30, 2018	<u>\$164.00*</u>	
			\$902.00
3.	Sheehan Phinney Bass + Green		
	Tradeport-General Representation		
	Through May 31, 2018	\$4,843.00	
	CLF/Through May 31, 2018	\$23,670.00	
	CLF/Through June 30, 2018	<u>\$22,794.00</u>	
			<u>\$51,307.00</u>
	Total		<u>\$60,063.00</u>

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

N:\RESOLVES\2018\Legal Services 0818.docx

ANALYSIS - LEGAL FEES
 ENVIRONMENTAL MATTERS

ANDERSON & KREIGER, LLP		
<u>DATE</u>	Conservation Law Foundation	Fiscal Year Total
FY18	\$15,805.55	\$15,805.55
Sub Total	\$15,805.55	\$15,805.55
	\$15,805.55	\$15,805.55
Through June 2018		

**ANDERSON
KREIGER**

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

July 11, 2018

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

Reference # 125918 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Total Current Billing: \$7,854.00

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

July 11, 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. 2449181
Client Matter No. 301603-1

Invoice No. 2449181
301603-1

Re: CLF

For Professional Legal Services Rendered

TOTAL FOR SERVICES RENDERED \$738.00

TOTAL CURRENT AMOUNT DUE \$738.00

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

July 11, 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. 2448901
Client Matter No. 294603-1

Invoice No. 2448901
294603-1

Re: General

For Professional Legal Services Rendered

TOTAL FOR SERVICES RENDERED \$1,066.00

TOTAL CURRENT AMOUNT DUE \$1,066.00

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$4,843.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$4,843.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$4,843.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$21,576.00
TOTAL EXPENSES:	\$2,094.00

TOTAL THIS BILL:	\$23,670.00

BALANCE DUE:	\$23,670.00

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

AMOUNT PAID... \$ _____

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: CLF vs. Pease

CLIENT/CASE NO. 14713-15395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$22,794.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$22,794.00

BALANCE DUE:	\$22,794.00

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

AMOUNT PAID... \$ _____

MEMORANDUM

To: David R. Mullen, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: August 9, 2018
Subject: PSM Terminal Expansion

In votes taken last November and March, the PDA Board authorized expenditures to design and bid an expansion to the airport terminal building. The expansion includes: 12,000 square feet of additional first floor area to accommodate passenger check-in, screening, concourse and hold room spaces; 12,000 square feet of lower level area for baggage handling and future offices; a new 2,100 square foot facility for baggage screening; a passenger boarding bridge; an escalator; and, other improvements essential to maintaining an up-to-date air terminal.

A bid opening for the construction work was held last month. Notwithstanding our efforts to advertise the work, the fast track of our project and the limited pool of available subcontractors resulted in only one bid. The bid submitted by Hutter Construction Corporation ("Hutter") is \$15,402,000, which includes \$1,325,000 of allowances detailed below. The bid compares favorably to the engineer's estimate of \$15,331,275. A separate bid opening in April for a new passenger boarding bridge resulted in a low bid from thyssenkrupp Airport Systems, Inc. of \$743,843.26.

The other required expenditures for the project are the cost of engineering phase construction services and PDA administrative expenses. McFarland-Johnson is PDA's engineer for this project. McFarland-Johnson's work includes a full time resident to inspect the construction as it progresses, and professional staff from several disciplines to review shop drawings, answer contractor questions, review pay requests (including DBE and Davis-Bacon requirements), provide coordination, administer grant requirements, and various other tasks. The cost of this work is \$2,053,000.

PDA administrative costs include wages for PDA employees to serve as gate guards (gate guards check contractor vehicles accessing the secure areas of the airport) and miscellaneous charges such as advertising requests for bids.

For Fiscal Year 2018, PSM has available \$1,638,706 in AIP entitlements. PDA has submitted an application requesting the use of these funds for the terminal project ("the entitlement grant"). Adding in the required non-federal match brings the total entitlement grant funding to \$1,820,784.44. This can be applied to the above costs.

There are several possibilities for funding the remaining costs. The best case scenario would take advantage of recent legislation. The Consolidated Appropriations Act, 2018 makes available \$1 billion of supplemental federal airport grant money to be spent over the next three years. PDA is advised that this project is eligible

for this appropriation and has submitted a request to FAA as the first step in securing the supplemental funds. If our project is selected for full funding, PDA could receive in excess of \$14 million from the FAA, plus an additional match from NHDOT Bureau of Aeronautics, (the “supplemental grant”) that could be applied to the above costs and the design fees already incurred. PDA’s cost would be \$2, 340,841.40.

In the worst case scenario, the project would receive no supplemental money and PDA would need to revert to the original plan of self-funding the work not covered by the entitlement grant. The PDA expenditure would be \$16,489,520.

Alternatively, FAA may offer a supplemental grant to cover a portion of our request, resulting in a PDA contribution of some amount between these two extremes.

FAA has indicated that a decision on the supplemental funding will be made quickly and grants may be offered as soon as September 1. To be in a position to accept a supplemental grant, please seek Board approval: to accept funding awarded by FAA and NHDOT; to expend the required level of PDA funds; and, to enter into contracts with Hutter and McFarland-Johnson, as described above.

With regard to the entitlement grant, the opportunity to receive supplemental funding has resulted in some changes to the structure of the request. You will recall that the entitlement grant was targeted for the purchase of a passenger boarding bridge, and other terminal construction to be identified at a later time. The entitlement grant has been revised to cover Phase 1 of the terminal construction, including the relocation of TSA baggage screening and baggage make-up operations. All funding amounts remain the same. The passenger boarding bridge purchase will be from a different pool of money. Actions associated with the entitlement grant were approved in May.

The attached sheet summarizes the project costs and upper and lower limits of the funding scenarios.

PSM AIRPORT TERMINAL EXPANSION

PROJECT COSTS

Hutter Construction	\$14,077,000.00
Hutter Allowances (Groundwater Treatment, Furniture, Security Access, Cameras, Paging)	\$ 1,325,000.00
thyssenkrupp	\$ 743,843.26
McFarland Johnson Design Phase	\$ 717,380.00
McFarland Johnson Construction Phase	\$ 2,053,000.00
PDA Force Account	\$ 110,000.00
PDA Administrative costs	<u>\$ 1,461.18</u>
Total	\$ 19,027,684.44

PROJECT FINANCING

With Full Supplemental Funding

FAA Entitlement Grant	\$ 1,638,706.00
FAA Supplemental Grant	\$14,169,882.15
NHDOT Bureau of Aeronautics Entitlement Grant	\$ 787,215.68*
NHDOT Bureau of Aeronautics Supplemental Grant	\$ 91,039.22
PDA	<u>\$ 2,340,841.40</u>
Total	\$ 19,027,684.44

With No Supplemental Funding

FAA Entitlement Grant	\$ 1,638,706.00
NHDOT Bureau of Aeronautics	\$ 91,039.22
PDA	<u>\$ 17,297,939.22**</u>
Total	\$ 19,027,684.44

*NHDOT'S budget does not include funding for this project. The match will be borrowed from future year projects and may impact NHDOT's to provide full 5% matching for PSM's runway or future SRE acquisitions.

** PDA share of entitlement grant (previously approved and not spent)	\$ 91,039.22
McFarland Johnson Design Phase (previously approved and spent)	\$ 717,380.00
PDA additional authorization	\$ 16,489,520.00

MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to increase PDA's airport liability insurance coverage for Portsmouth International Airport at Pease and Skyhaven Airport from \$25,000,000 to \$50,000,000 with an initial annual premium in the amount of \$25,189.00; all in accordance with memorandum from Mark H. Gardner, Deputy General Counsel, dated August 8, 2018, attached hereto.

N:\RESOLVES\2018\InsCoverageIncrease 0818.docx

MEMORANDUM

To: David R. Mullen, Executive Director

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

Re: Airport Liability Insurance

Date: August 8, 2018

For the past twenty years, PDA has maintained an airport liability insurance policy with a limit of \$25,000,000 in coverage. This coverage amount was deemed appropriate for the level of service and activity which existed during that time frame. Now that the airport is experiencing air passenger growth and in view of the anticipated expansion of the Terminal Building, PDA's airport liability insurance broker, David Hampson of the Schrage Hampson Aviation Insurance Agency, is recommending that PDA increase its coverage to \$50,000,000. This recommendation is consistent with airports of PDA's size and with its level of activity. The premium for the \$50,000,000 in coverage is \$25,189.00 which represents an increase of \$11,955.00 over the \$13,234.00 for the existing \$25,000,000 in coverage. Note that this coverage is for both Portsmouth International Airport at Pease and Skyhaven Airport.

In connection with the request to increase PDA's airport liability coverage, Mr. Hampson has recommended a change in carriers from Berkley Aviation to Star Aviation. This is premised upon the fact that Berkley intends to drop out of the aviation liability market in 2019. As part of changing carriers, PDA will receive a pro rata premium refund (no short rate penalty) on the payments made on its existing premium to date. The current policy with Berkley Aviation expires on December 31, 2018.

At the August 16th, 2018 meeting of the Board, please request authority to bind airport liability insurance coverage of \$50,000,000 in the total projected annual amount of \$25,189.00.




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: PDA Board of Directors
FROM: Geno J. Marconi, Director 
DATE: July 24, 2018
SUBJECT: Town of Rye, staging area for Harbor Road Bridge project

The Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") has received a request from the Town of Rye ("RYE") for a Right of Entry ("ROE") to use a portion of State property adjacent to Harbor Road to use as its contractor's staging area in support of the bridge repair work being done on Harbor Road.

The Division recommends that the Pease Development Authority approve a ROE to RYE for the use of space subject to the following terms and conditions:

- LOCATION:** Rye Harbor Marine Facility
- PREMISE:** The driveway that connects Harbor Road to the Rye Harbor Marine Facility, (see attached location map)
- PURPOSE:** To provide a staging area for RYE and their contractor in support of the Harbor Road Bridge repair project
- FEE:** There will be no fee for this ROE
- TERM:** September 10, 2018 to November 19, 2018
- INSURANCE:** Commercial general liability insurance, to a limit of not less than Two Million Dollars (\$2,000,000.00) per aggregate, excess or umbrella liability in the amount of One Million (\$1,000,000.00), pollution liability in the amount of One Million (\$1,000,000.00), automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) and workers compensation to statutory limits. CGL to name PDA-DPH and State of NH as additional insureds and be primary and non-contributing with respect to any coverages carried by PDA-DPH, self-insured or otherwise. A waiver of subrogation shall also be included.

ADDITIONAL TERMS

AND CONDITIONS: RYE's agreement that it will not use, store or release any hazardous substances on the Premises for the duration of this ROE.

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to extend the Right of Entry with the XI and XII Northeast Fishery Sectors (“the Sectors”) for two (2) years, retroactively effective July 1, 2018, with two (2) options of one (1) year each, for office space located at the Portsmouth Fish Pier on substantially the same terms and conditions set forth in the memorandum from Geno J. Marconi dated June 26, 2018, attached hereto.

N:\RESOLVES\2018\NEFisheriesRental 0818.docx




PEASE

INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

TO: PDA Board of Directors

FROM: Geno J. Marconi, Director 

DATE: June 26, 2018

SUBJECT: Office Rental, Portsmouth Commercial Fish Pier

The Pease Development Authority, Division of Ports and Harbors (“PDA-DPH”) has received a request from the XI and XII Northeast Fishery Sectors (the “Sectors”) to extend the rental of office space in the building at the Portsmouth Commercial Fish Pier located on Peirce Island. These two Sectors, employing one manager, represent the commercial ground fishermen of New Hampshire. The work performed by the Sector manager and the need for the office space at the fish pier is necessary to assist the commercial fishing industry’s compliance with federal regulations. The Division works closely with the members of the Sector and supports this request.

Therefore, in accordance with RSA 12-G:43 (b) “Aid in the development of the salt water fisheries and associated industries,” the Division recommends that the Pease Development Authority approve a Right of Entry (ROE) to the Sector for the use of office space subject to the following terms and conditions:

- LOCATION:** Portsmouth Commercial Fish Pier
- PREMISE:** One Hundred Twenty Three (123) square feet of office space and access through common area, including rest rooms, as shown on the attached diagram
- PURPOSE:** Provide a central location for the manager of the Sectors representing the New Hampshire Ground Fishermen in accordance with Amendment 16 to the Magnuson-Stevens Fisheries Management and Conservation Act
- FEE:** \$500.00 per month
- TERM:** Two (2) years commencing retroactively on July 1, 2018 through June 30, 2020. The Sector may exercise its right to extend for two (2) one (1) year options subject to the approval of the Executive Director.
- INSURANCE:** Commercial general liability (CGL) in the amount of \$1,000,000 insurance per person/aggregate and workers compensation coverage to statutory limits. CGL to name PDA-DPH and State of NH as additional insureds and be primary and non-contributing with respect to any coverages carried by PDA-DPH, self-insured or otherwise. A waiver of subrogation shall also be included. Automobile coverage in the minimum amount of \$1,000,000 to the extent there is an insurable interest.

ADDITIONAL TERMS

AND CONDITIONS: The Sector agrees to comply with all Administrative Rules and Policies promulgated by the Pease Development Authority Division of Ports and Harbors



MOTION

Director Allard:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Vintage Fish Company 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 August 7, 2018, attached hereto.

N:\RESOLVES\2018\DPH-VintageROE 0818.docx




PEASE

INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

TO: Pease Development Authority ("PDA"), Board of Directors
FROM: Geno J. Marconi, Director 
DATE: August 7, 2018
SUBJECT: Rye Harbor Marine Facility, Right of Entry, Vintage Fish Company, LLC

The Division of Ports and Harbors ("DPH") has received a request from Adam Baker of Vintage Fish Company, LLC. ("Vintage") to enter into a Right of Entry ("ROE") for an existing 18' x 16.5' building located at the Rye Harbor Marine Facility. Vintage has an agreement to purchase the building from Granite State Whale Watch owned by Pete Reynolds and intends to use the building as a ticket sales office for his fishing charter business, for the sale of tackle supplies to the fishing community, and for the sale of Vintage brand nautical gifts.

DPH has reviewed the request and recommends the PDA Board of Directors, approve the ROE under the following conditions:

PREMISES: Rye Harbor Marine Facility
PURPOSE: Sales building for tickets for charter fishing, tackle supplies and nautical gifts
TERM: September 1, 2018 through June 30, 2020
FEES: \$833.33, September 1, 2018 through June 30, 2019
Second year to be reviewed and determined prior to the start of the season.
Parking fee of \$5.00 per car through December 31, 2018

INSURANCE:

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

RECEIVED AUG 06 2018

VINTAGE



FISH COMPANY
PORTSMOUTH, N.H.

Adam J. Baker
P.O. Box 46
New Castle, NH 03854
Adam@vintagefishcompany.com
603.801.2141

Mr. Geno Marconi
Director of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

August 6, 2018

Mr. Marconi,

Peter Reynolds and I have had discussion and agreed upon terms to transfer ownership of his building located at Rye Harbor to myself, subject to your approval. I am writing to request your permission and also describe my intentions. I currently hold a Right of Entry into the harbor to use the docks and facilities to operate my charter fishing business. If allowed and approved, I would like to make this building an addition to my business and add it to my Right of Entry. I intend to make minor repairs and cosmetic upgrades to the building and operate it as a tackle shop and also some nautical gifts. I also intend to continue operating my charter business and feel this will help me grow my business.

I am including a copy of my current New Hampshire Business License as well as a copy of my 2018 Pier Permit.

Please feel free to contact me if you require any further information or would like to have a discussion with me.

Sincerely,

A handwritten signature in cursive script that reads "Adam J. Baker". The signature is written in dark ink and is positioned above the typed name.

Adam J. Baker
Vintage Fish Company



State of New Hampshire

Department of State

2018 ANNUAL REPORT

Filed
Date Filed: 3/14/2018
Effective Date: 3/14/2018
Business ID: 718029
William M. Gardner
Secretary of State

BUSINESS NAME:	VINTAGE FISH COMPANY, LLC
BUSINESS TYPE:	Domestic Limited Liability Company
BUSINESS ID:	718029
STATE OF FORMATION:	New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
PO Box 46 New Castle, NH, 03854, USA	NONE

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: Marconi, Vincent J, Jr Esq	
REGISTERED AGENT OFFICE ADDRESS: 155 Fleet Street Portsmouth, NH, 03801, USA	

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / commercial and charter fishing	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Adam Baker	P.O. Box 46, New Castle, NH, 03854, USA	Manager

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Authorized Signer

Signature: Adam Baker

Name of Signer: Adam Baker

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors authorizes the Executive Director to approve of and to execute a contract with Appledore Marine Engineering, LLC (“AME”) for the purpose of conducting a concept study of the Portsmouth Commercial Fish Pier (“PFP”) in an amount not to exceed \$29,950.00 to be paid from the Harbor Dredging and Pier Maintenance Fund, subject to the approval of the Capital Budget Overview Committee (“CBOC”); all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated August 7, 2018, and AME’s proposal, both of which are attached hereto.

Further, the Pease Development Authority Board of Directors approves of submitting a request to the CBOC to release funds to cover this expense from the Harbor Dredging and Pier Maintenance Fund.

N:\RESOLVES\2018\DPH-ConceptStudy 0818.docx




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

FROM: Geno J. Marconi, Director 

DATE: August 7, 2018

SUBJECT: Portsmouth Commercial Fish Pier, Concept Study

The Division of Ports and Harbors (the "Division") has requested a proposal from our on-call marine engineers, Appledore Marine Engineering, LLC ("AME"), for a concept study of the Portsmouth Commercial Fish Pier ("PFP"). A routine inspection of PFP was completed in November 2017 (Executive Summary attached). The inspection included above and below water investigations of the substructure, superstructure, deck components, and mooring/berthing system to assess the overall general condition of the facility. The structures at the facility that were inspected include:

- A. Timber Pier
- B. Floating Docks
- C. Bulkhead

The overall condition of the facility was rated "Poor" due to advance deterioration and reduction in structural capacity. Because the total estimated cost to complete the recommended repairs to address structural deficiencies and material degradation is \$1,273,322, and this estimated repair cost may be approaching 50 percent of the estimated cost to replace the facility (which is estimated to be between \$2 million and \$4 million depending on size, configuration and selection of materials), we believe a concept study will be beneficial to evaluate the existing infrastructure, determine basic facility requirements and develop various rehabilitation/replacement concepts with estimated construction costs. The proposed concept study will entail the development of three alternatives which will be presented through a conceptual design report to document stakeholder discussions, basic facility requirements, and development of design alternatives along with construction cost estimates.

Therefore, the Division respectfully requests approval of the expenditure from the Harbor Dredging and Pier Maintenance Fund of \$29,950.00 subject to the approval from the Capitol Budget Overview Committee.

As of August 1, 2018 the current balance of the Harbor Dredging and Pier Maintenance Fund is \$432,587.00.

2017 Routine Inspection Report

PDA Fish Pier

Piscataqua River
Portsmouth, New Hampshire



January 2018

Prepared For

Pease Development Authority
555 Market Street, PO Box 369
Portsmouth, New Hampshire 03802

Prepared By:

 **Appledore Marine
Engineering, LLC**

Specializing in Waterfront Engineering & Underwater Investigations

Tel: 603-766-1870 | www.appledoremarine.com

EXECUTIVE SUMMARY

A Routine Waterfront Facility Inspection was performed at the Pease Development Authority (PDA) Fish Pier in Portsmouth, New Hampshire in November 2017. The inspection included above water and below water investigations of the substructure, superstructure, deck components, and mooring/berthing system to assess the overall general condition of the facility.

The structures at the facility that were inspected include:

- A. Timber Pier
- B. Floating Docks
- C. Bulkhead

The condition of the individual structures is summarized in the following table:

Structure	Condition Assessment Rating	Estimated Service Life*	Operational Restrictions		
			Deck Loading	Vessel Mooring	Vessel Berthing
Timber Pier	Poor	10 yrs	No	Yes**	No
Floating Docks	Fair	10 yrs	No	No	No
Bulkhead	Poor	>10 yrs	No	N/A	N/A

* Estimated service life is based on the current condition assessments and loading. Service life may be extended through rehabilitation or reduction in loading.

** Vessels should be removed during planned winds exceeding 50 knots due to lost lateral capacity from damaged bracing and mooring hardware.

The total estimated costs to complete the recommended repairs to address structural deficiencies and material degradation is \$1,273,322. Upon completion of the repairs it is estimated that the facility may have approximately 10 years of remaining service life. Understanding that the current repair cost may be approaching 50 percent of the estimated cost to replace the facility, some consideration should be given to planning for the facility replacement. It is estimated that the cost to replace the facility is between \$2 million and \$4 million depending on the size, configuration and selection of materials. The first step toward planning for the replacement would be to complete a concept study to identify basic facility requirements, conceptual layout and associated construction costs.

The following table outlines the recommended repairs:

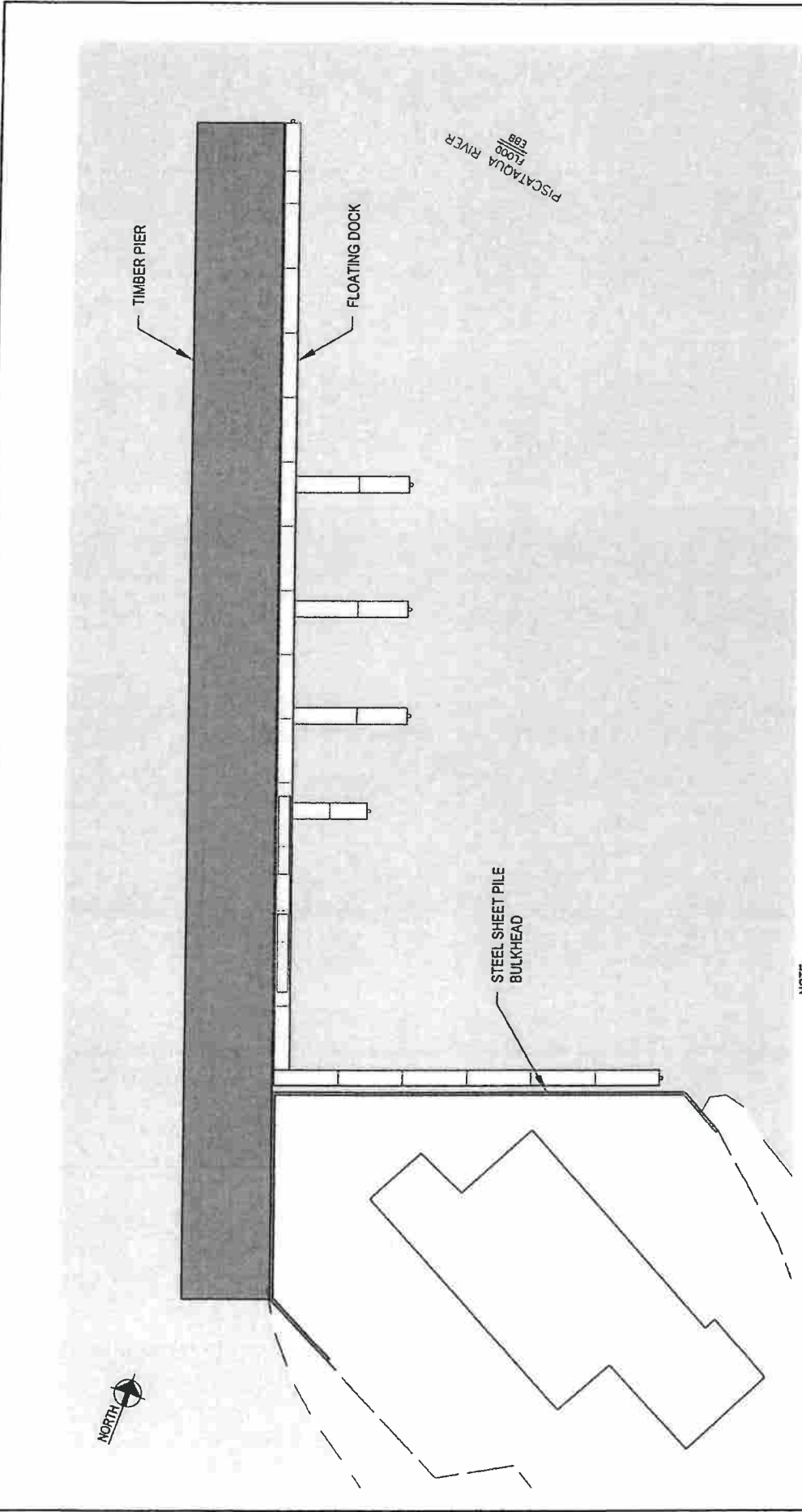
Summary of Recommended Repair Costs

Priority	Structure	Projects	Estimated Cost*
0-5 Years	Timber Pier	Replace all timber bracing.	\$568,749
		Replace 10 percent of the deck planks.	\$96,445
		Rehabilitate cleat connections to the pier and replace cleats.	\$168,743
		Replace all the older vintage timber fender piles.	\$59,984
	Floating Docks	Replace restraints for the dock adjacent to the bulkhead	\$45,530
		Replace 6 missing/broken brackets along the dock adjacent to the pier.	\$3,372
		Replace broken deck planks.	\$280
		Replace missing hinge connection hardware in one location.	\$318
		Tighten 22 loose cleats.	\$852
		Rehabilitate north gangway connection to the pier.	\$7,941
	Bulkhead	Install anodes on the SSP.	\$51,372
		Replace the steel cap.	\$83,361
		Replace the timber curb.	\$20,465
Subtotal			\$1,107,322
5-10 Years	-	None	-
Permitting and Design			\$166,000
Total			\$1,273,322

0-5 Years System or element is currently functional, but has a high probability of failing before the next schedule inspection or deterioration will progress such that it may result in a condition that will make asset impractical to repair in the future.

5-10 Years System or element is expected to remain functional until the next scheduled inspection and defects are not anticipated to progress in a manner that will make future maintenance impractical.

*Backup data for all cost estimates is provided in Appendix C. Estimated construction costs include mobilization/demobilization, contractor's overhead/profit, and contingency. Repair recommendations contained herein are preliminary and are to be used for general budgeting purposes. The actual method of repair must be left to subsequent Design Level Inspections and the discretion of the Engineer of Record.



NOTE:
 1. OVERALL STRUCTURE CONDITION DATUMS REFLECTS THE OVERALL CONDITION OF EACH STRUCTURE AND MAY NOT NECESSARILY REFLECT INDIVIDUAL STRUCTURAL COMPONENT RATING.

REFERENCE:
 1. NO ARCHIVE DRAWINGS WERE AVAILABLE FOR THIS INSPECTION AND THEREFORE ALL DRAWINGS ARE SCHEMATIC BASED ON FIELD MEASUREMENTS.

LEGEND:

	STRUCTURE IN GOOD CONDITION		STRUCTURE IN SERIOUS CONDITION
	STRUCTURE IN SATISFACTORY CONDITION		STRUCTURE IN CRITICAL CONDITION
	STRUCTURE IN FAIR CONDITION		NOT IN CONTRACT
	STRUCTURE IN POOR CONDITION		

 Appledora Marine Engineering, LLC	 PEASE DEVELOPMENT AUTHORITY DIVISION OF PORTS AND HARBORS PORTSMOUTH, NH	PORTSMOUTH, NH PEA. NO. 1
	DATE DECEMBER 2017	CONDITION PLAN 1





Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

July 27, 2018

Geno Marconi
PDA Division of Ports & Harbors
555 Market Street
Portsmouth, New Hampshire 03801

Re: Proposal to Provide Marine Engineering Services
Portsmouth Fish Pier Concept Study
Portsmouth NH

Dear Capt. Marconi:

Appledore Marine Engineering, Inc. (AMEI) is pleased to present this proposal for Marine Engineering services for the above-referenced project. This proposal will outline the Background, Scope of Services, Schedule of Work and Fees for Consulting Services to perform the work.

BACKGROUND

A Routine Waterfront Facility Inspection was performed at the Pease Development Authority (PDA) Fish Pier in Portsmouth, New Hampshire in November 2017. The inspection included above water and below water investigations of the substructure, superstructure, deck components, and mooring/berthing system to assess the overall general condition of the facility.

The structures at the facility that were inspected include:

- A. Timber Pier
- B. Floating Docks
- C. Bulkhead

The overall condition of the facility was rated as Poor due to advance deterioration and reduction in structural capacity.

The total estimated costs to complete the recommended repairs to address structural deficiencies and material degradation is \$1,273,322. Upon completion of the repairs it is estimated that the facility may have approximately 10 years of remaining service life. Understanding that the current repair cost may be approaching 50 percent of the estimated cost to replace the facility, some consideration should be given to planning for the facility replacement. It is estimated that the cost to replace the facility is between \$2 million and \$4 million depending on the size, configuration and selection of materials.

The intent of this proposal is to assist the owner in evaluating the existing infrastructure, determining basic facility requirements and developing various rehabilitation/replacement concepts with estimated construction costs.

SCOPE OF SERVICES

The scope of services is targeted to the tasks required in assisting the owner to understand the opportunities at this location to rehabilitate or replace the existing structures.

TASK 1: BACKGROUND RESEARCH & ARCHIVE RECORD REVIEW

This task will include completing research on the facility and general area to identify available records on the structure itself and local site specific conditions. This would include past engineering studies, and public records. The intent of this task is to leverage past available information to limit redundancy in effort.

TASK 2: KICK-OFF AND STAKEHOLDER MEETING:

AME will complete a kick-off meeting to review the existing site conditions and meet with project stakeholders. This meeting would include discussions to determine the core project requirements including operations, vessel sizes (now and future), and particulars on how vessels will be berthed and loaded as well as utility requirements. This discussion will include timing for the project, potential required phasing and specifics on seasons of operations.

This initial stakeholder meeting will allow AME to determine facility requirements, consider construction materials vs budget and desired service life. Alternative layouts would also be considered to maximize the efficiency of the site and facility.

TASK 3: BULKHEAD STRUCTURAL ANALYSIS

The existing steel bulkhead has advanced section loss in the splash zone and at the ground level that has reduced its original design capacity. To determine the potential to re-use the bulkhead in facility rehabilitation / replacement concepts a structural analysis is required. This task will complete detailed measurements of the bulkhead and will complete a structural analysis based on available information.

TASK 4: CONCEPTUAL DESIGN ALTERNATIVES, CONSTRUCTION COST ESTIMATES AND STAKEHOLDER PRESENTATION/ENGAGEMENT

This task would entail the development of multiple alternatives, based on the basic facility requirements. Each concept will be developed to determine overall configuration, material type, construction cost and estimated service life. This task would focus on key structural elements to allow a basic understanding of layout, cost and service life. For the purposes of this proposal we have assumed three alternatives would be developed.

Upon completion of the conceptual design a presentation would be conducted of the final alternatives. The deliverable for this task includes a presentation of the three concepts and meeting minutes of the stakeholder discussions.

This task would conclude the first phase of this project and allow the Owner to assess the opportunities for the facility construction and select a preferred alternative. The preferred alternative may end up being a hybrid selecting features from different alternatives to set a course that best fits the Owner's requirements.

A conceptual design report would be developed to document the stakeholder discussions, basic facility requirements, and development of design alternatives with construction cost estimates.

Upon selection of the preferred alternative a proposal will be submitted to support the Owner through design and construction.

SCHEDULE

We will start work on this project immediately after receiving written Notice to Proceed (NTP). We expect to submit the concept report (90) days after notice to proceed.

FEES FOR CONSULTING SERVICES

Fees for consulting services will be in accordance with the following schedule on a firm fixed fee basis. The fixed fee includes all labor, reimbursable, and equipment expenses required to complete the work.

Task 1 Background Research and Archive Record Review	\$ 1,150
Task 2 – Kick-Off and Stakeholder Meeting	\$ 2,800
Task 3 – Bulkhead Structural Analysis	\$ 7,500
<u>Task 4 – Conceptual Design Alternatives, Cost Estimates, & Presentation</u>	<u>\$ 18,500</u>
TOTAL BASE FEES	\$ 29,950

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

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

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

Regards,



Noah J. Elwood, PE
President

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

MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to amend the License and Operating Agreement with Morton Salt, Inc. effective June 1, 2015, for use of a portion of the Market Street Terminal, to add one (1) additional option of one year effective June 1, 2020, on terms and conditions substantially similar to those set forth in the memorandum from Geno J. Marconi, Division Director, dated August 7, attached hereto.

N:\RESOLVES\2018\MortonSalt 0818.docx



PEASE

INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

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

From: Geno J. Marconi, Director

Date: August 7, 2018

Subject: Morton Salt, Inc.

The Division of Ports and Harbors ("DPH") has received a request from Morton Salt Inc. ("MSI") to amend the existing Licensing and Operating Agreement to extend the term for an additional one (1) year, effective June 1, 2020.

The Division has reviewed the request and is recommending that the PDA Board of Directors approve the amendment consistent with the current License outlined in the memo dated November 10, 2014 and approved by the PDA Board on November 20, 2014, attached hereto.



MORTON SALT

August 06, 2018

Federal Express – Priority Overnight

Pease Development Authority
55 International Drive
Portsmouth, NH 03801-2833
Attention: Executive Director

cc: Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801
Attention: Division of Ports and Harbors Director

Subject: Additional One Year Renewal Current Agreement

Dear Executive Director:

This letter is written to formally request an additional one (1) year Renewal to our current License & Operating Agreement between Morton Salt and Pease Development Authority-Division of Ports and Harbors with operations at the Market Street Terminal, with an effective date of June 1, 2015 (the "Term Commencement Date"). Morton Salt, Inc. was granted four (4) one (1) year options to extend the referenced License & Operating Agreement through May 31, 2020 (the "Base Term") and desires to extend one (1) additional year through May 31, 2021 with the same terms and conditions contained in the current agreement.

Your consideration in this matter is greatly appreciated.

Sincerely,

Maureen Kelly
Distribution Manager, East Coast



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with Morton Salt, Inc., successor to International Salt Company LLC, and to execute a License and Operating Agreement for use of a portion of the Market Street Terminal, on terms and conditions substantially similar to those set forth in the memorandum from Geno J. Marconi, Division Director, dated November 10, 2014 attached hereto.

N:\RESOLVES\MortonSalt1114.wpd



PEASE
INTERNATIONAL
PORTS AND HARBORS

457-271-1600 FAX 457-271-1601 Portsmouth, NH 03801

Date: November 10, 2014
To: PDA Board of Directors
From: Geno Marconi, Port Director *Geno*
Subject: Morton Salt, Inc.

The Division has received a request from the Morton Salt Inc. (MSI) for the use of one and one half (1½) acres of the Market Street Marine Terminal for the storage of imported road de-icing salt . Additionally, MSI is requesting the use of the Main Wharf to dock ships and discharge road salt and the use of the truck scale for weighing trucks transporting road salt from the terminal.

The Division has reviewed the request and is recommending that the PDA Board of Directors authorize the Executive Director to complete negotiations with the Morton Salt, Inc. and enter into a contract with the MSI for the use of portions of the Market Street Marine Terminal in accordance with the following terms and conditions:

- PURPOSE:** The storage and transportation of road de-icing salt.
- AREAS:** One and one half (1½) acres of paved lay down area at the Market Street Marine Terminal.
Use of the truck scale and office space in the scale house.
Use of the Main Wharf.
*All shown on the attached lot map.
- TERM:** Commencing June 1, 2015 for a period of one (1) year with four (4) one (1) year options to be exercised at the discretion of MSI.
- FEES:** \$63,000.00 for road salt lay down area for the first year and each consecutive year to be negotiated.
\$12,000.00 per year for the rental of office space in the scale house and the use of the truck scale for the first year and each consecutive year to be negotiated.

GUARANTEED

PAYMENT:

A guaranteed minimum payment of \$225,000.00 per year based on Dockage, Wharfage and Lay Down shall be made to the Division of Ports and Harbors. In the event that at the end of each yearly term of the agreement, the total revenue paid the Division for Dockage, Wharfage and Lay Down is not \$225,000.00, MSI shall make payment of any remaining amount

SECURITY:

Access control and security at the main entrance and the use of security lighting presently installed will be provided by the Division of Ports and Harbors during regular business hours. Any additional security, including TWIC escorts shall be billed MSI at the security rate as set by the Division at that time.

UTILITIES:

MSI shall be responsible for all utilities consumed at the terminal by their operation including but not limited to water and electricity.

INSURANCE:

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

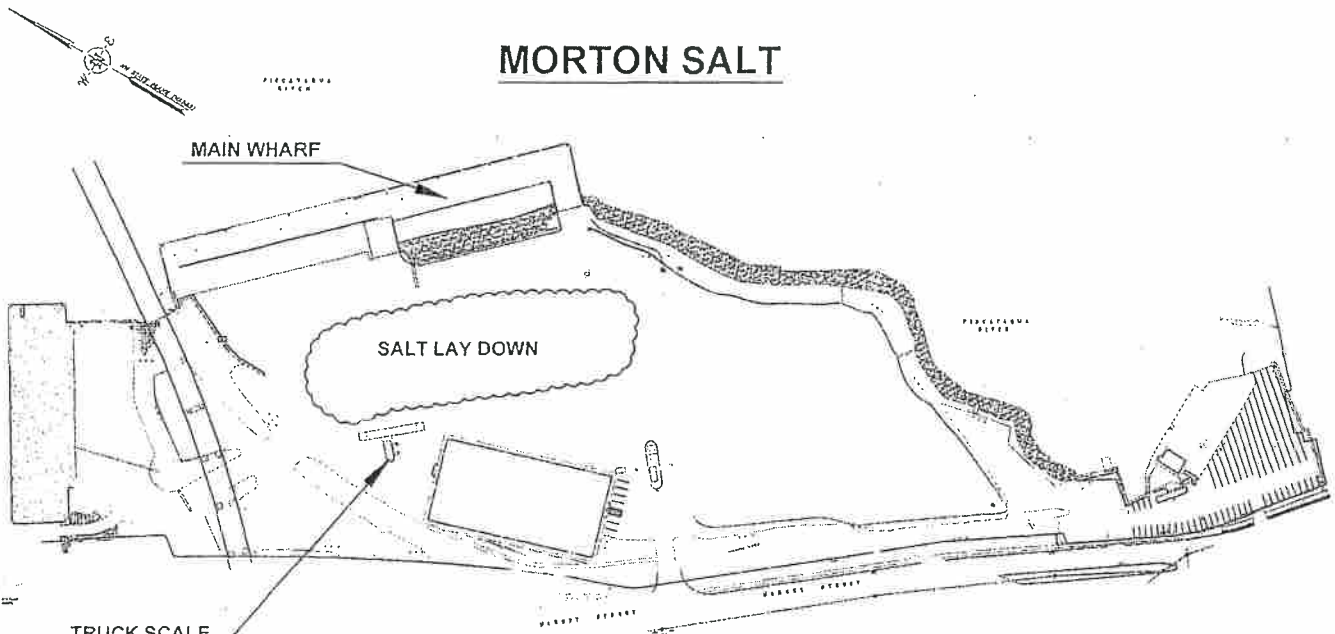
ADDITIONAL TERMS

AND CONDITIONS:

Use of the Main Wharf for ship docking and cargo discharge is subject to the fees established in the Terminal Tariff Fee Schedule including but not limited to Wharfage and Dockage.

MSI shall be responsible for restoring the property, to the original condition at the termination of the agreement and shall make all necessary repairs as needed during the term of the agreement .

MORTON SALT



TRUCK SCALE
SCALE HOUSE

555 Market Street



PEASE
DEVELOPMENT
AUTHORITY

15 INTERNATIONAL DRIVE
PORTSMOUTH, NH 03821
603-888-1000

MOTION

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

Director Loughlin:

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

1. NHRSA 91-A:3, Paragraph II(d) for the consideration of the acquisition, sale or lease of property; 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 0818.docx

MOTION

Director Allard:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its August 16, 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 0818.docx