

PEASE DEVELOPMENT AUTHORITY
Thursday, May 16, 2019

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: April 18, 2019*
- III. Public Comment
- IV. Old Business
 - A. Reports
 - 1. Ad Hoc Advisory Committees changes per request of Chairman Smith Golf Committee - Neil Levesque will be removed and Frank Torr appointed; Port Committee appointment of Neil Levesque *
 - 2. 254 Corporate Drive – Right of First Refusal *
 - 3. 100 New Hampshire Avenue – Right of First Refusal *
- V. Finance
 - A. Reports
 - 1. Operating Results for Nine Month Period Ending March 31, 2019 *
 - 2. Nine Month Cash Flow Projections to January 31, 2020 *
 - 3. Revolving Loan Fund – April Loan Closings *
- VI. Licenses/ROE/Easements/Rights of Way
 - A. Reports
 - 1. Right of Entry – Siemens Gamesa Renewable Energy, Inc. - North Apron *
 - 2. Right of Entry – International Association of Privacy Professionals – 14 Aviation Avenue *
- VII. Leases
 - A. Reports
 - 1. 200 International Limited Partnership – 200 International Drive (Suite 290)*
 - B. Approvals
 - 1. GEB, Inc. - Assignment of Lease to Rochester Electronics * (Loughlin)
- VIII. Contracts/Agreements
 - A. Environmental Contract Reports
 - 1. Ransom Report *

- B. Approvals
 - 1. Janitorial Services Pease Development Authority Properties * (Levesque)
 - 2. PSM Runway Reconstruction * (Bohenko)

- IX. Executive Director's Reports/Approvals
 - A. Reports
 - 1. Golf Course Operations
 - a) Advertising *
 - 2. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - 1. Allegiant Airlines Corporate Update (with Eric Fletcher, Director of Government Affairs and Daniel Meier, Manager Airport Affairs)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report *
 - 3. Residential Housing Committee Report of April 18, 2019 meeting *
 - B. Approvals
 - 1. Airline Data Inc. Database and Software Lease Agreement * (Allard)
 - 2. Bills for Legal Services * (Torr)

- X. Division of Ports and Harbors
 - A. Reports
 - 1. Port Advisory Council *
 - 2. FTZ Annual Report
 - a) Millipore Corporation
 - b) Textiles Coated International
 - 3. Commercial Mooring for Hire Permit Application – Diane Szmyd – Mooring Permit #6292 - Sagamore Creek *
 - 4. Piscataqua Maritime Commission - Right of Entry and Waiver of Fees for the “Sail Portsmouth 2019 Event, Tall Ships America Eagle”, Market St. Terminal *
 - 5. Riverside Marine Construction d/b/a Riverside & Pickering Marine Contractors Right of Entry – Buoy Project – Market Street Terminal *
 - 6. Bait Cooler Right of Entry, Portsmouth Fish Pier *
 - B. Approvals
 - 1. Right of Entry - Juliet Marine – Amendment to Extend Lease * (Lamson)
 - 2. Right of Entry, Swell Oyster Co., Hampton Harbor Marine Facility * (Torr)
 - 3. Right of Entry - Smitty's State Pier Lobster Pound, Hampton Harbor Marine Facility - Cooler * (Bohenko)

- XI. Special Events
 - A. Report of 5k Road Race for Girls on the Run New Hampshire

XII. New Business

XIII. Upcoming Meetings


Residential Housing Committee	May 23, 2019 @ 8:30 a.m.
Golf Committee	June 17, 2019 @ 8:00 a.m.
Finance Committee	June 17, 2019 @ 8:30 a.m.
Board of Directors	June 20, 2019 @ 8:00 a.m.
Residential Housing Committee	June 27, 2019 @ 8:30 a.m.

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

XIV. Directors' Comments

XV. Adjournment

XVI. 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

**BOARD OF DIRECTORS MEETING
MINUTES**

Presiding: Kevin H. Smith, Chairman
Present: Peter J. Loughlin, Vice Chairman; Robert A. Allard, Treasurer; John P. Bohenko; Margaret F. Lamson; and Franklin G. Torr
Absent: Neil Levesque
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.

AGENDA

I. Call to Order

Chairman Smith called the meeting to order at 8:06 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Meeting Minutes: March 14, 2019

Director Torr moved and Director Lamson seconded that **the Pease Development Authority Board of Directors hereby accepts the minutes of the March 14, 2019 Board meeting.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

III. Public Comment

There were no public comments. However, Deputy Director and General Counsel Lynn Hinchee (“Hinchee”) recognized Anthony Blenkinsop who will be starting at the end of the month as the new Deputy General Counsel and special thank you to Marie Alexsy who came back to help out; she will be back in December for her recognition of 20 years with PDA.

IV. Old Business

A. Approvals

1. Lonza Biologics, Inc. – Concept Plan Approval

Director Loughlin moved and Director Allard seconded that **the Pease Development Authority Board of Directors hereby approves of the Conceptual Site Plan submitted by Lonza Biologics, Inc. (“Lonza”) attached hereto for supporting infrastructure improvements at the premises located at 101 International Drive; subject to Lonza securing the requisite variance from the City of Portsmouth for the additional fuel storage associated with the installation of two diesel generators; all in accordance with the memorandum from Maria J. Stowell, P.E., Manager – Engineering dated April 10, 2019 and attached hereto.** Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

V. Audit Committee Report

A. Approvals

1. Berry Dunn McNeill and Parker, LLC – Contract Extension

Director Bohenko provided a report to state that the Audit Committee met on Monday and the primary discussion was extension of the contract for Berry Dunn. One of the key items is they wanted to change the principal; this is request is common. The fee will be the same that it has been for the past four years in the amount of \$55,000 - that amount has been guaranteed for the next three (3) years. Finance Director Irv Canner (“Canner”) has always had his financial statements in order which has assisted the auditors. Director Lamson spoke to her attendance of the Audit Committee meeting and how she is pleased that the contract will be extended.

B. Reports

1. **Audit Engagement Letter**
2. **2020/21 Audit Fee Structure**
3. **Pre-Audit Communications**

Director Bohenko moved and Director Allard seconded that **the Pease Development Authority (“PDA”) Board of Directors approves of amending the existing audit contract with the firm of Berry, Dunn, McNeil and Parker, LLC to enter into a one (1) year extension with two (2) additional one (1) year options, to perform the annual external audit, as required by the Comptroller General of the United States, the provisions of the Single Audit Act, OMB Circular A-133 and RSA 12-G:29, of the PDA’s consolidated financial statements for the fiscal years ending June 30, 2019, 2020 and 2021 as described in the Proposed Engagement Letter and Pre-Audit Communications presentation. The contract extension is expressly conditioned on the assignment of a new Engagement Principal by the firm commencing with the June 30, 2019 audit; all in accordance with the recommendation of the Audit Committee at its meeting of April 15, 2019. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.**

VI. Golf Committee Report

A. Reports

1. **Grill 28 – Restaurant Equipment Purchase**
2. **Galley Hatch Restaurant, Inc. – Exercise of Contract Option**

Director Bohenko provided a report stating that the Golf Committee met on Monday and an item which was discussed was restaurant equipment purchase. There had been an appropriation of \$35,000 for expansion of kitchen equipment. However due to constraints within the kitchen and the Type I hood, the expansion would not be feasible without extensive cost. After discussion with staff the Golf Committee approved a list of items attached to the memo of Executive Director Mullen provided in the Board agenda, the items remain under the \$9,000 so there is no need for a vote.

Director Mullen spoke to the request of Galley Hatch to exercise its one year extension of its contract to October 31, 2020.

B. Approvals

1. **Pease Golf Course Tee Time Cancellation Policy**

Director Allard moved and Director Bohenko seconded that **the Pease Golf Committee, the Pease Development Authority Board of Directors approves of and adopts the “Pease Golf Course Cancellation Process, Policy and Fee Structure for Outdoor Golf Rounds and Indoor Golf Simulators” attached hereto and applicable to reservations made after April 19, 2019; all in accordance with the memorandum from Scott D. DeVito, PGA General Manager, dated April 15, 2019 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.**

VII. Finance Committee Report

A. Reports

- 1. Operating Result for 8 Month Period Ending February 28, 2019**
- 2. Nine Month Cash Flow Projections to December 31, 2019**
- 3. Capital Improvement Plan – FY 2019 - FY 2026**

Director Allard deferred to Finance Director Irv Canner (“Canner”) to provide the Finance Committee report. Canner indicated that the Finance Committee also met on Monday and three (3) reports were reviewed. Director Lamson spoke to the Capital Improvement documentation provided and that it was done very well.

Canner spoke to the Operating Results showing that revenues are up 5% due to fuel sales and wharfage & dockage activities and that operating expenses are down 4%. Looking ahead to end of June the projection will hold this same trend. The CLF fine will be booked in March drawing PDA over budget in professional services – it is being projected that the operating expenses will be over. As of today, PDA has 118 employees and PDA is ramping up for the summer season. Have not had the need to use the Revolving Line of Credit (“RLOC”). Canner also spoke to the various projects and activities that have been ongoing at Golf Course, Airport and Division of Ports and Harbors. It was stated that the pay-for-parking has exceeded projections and that revenues indicate that the cost of the system has already been paid for. PDA had approximately 35,000 enplanements through the end of March. Skyhaven stays at a steady state. Golf Course operations show an increase in revenues of 4%, golf simulator revenue is up 20% and Grill 28 is flat on a cumulative basis - is roughly the same as last year. Port Authority has had a good year with fuel sales and dockage use covering 95% of their operating revenue.

The Nine Month Cash Flow Projections indicate that in November or December it will be necessary to utilize the RLOC. This will be due to capital expenditures such as the airport expansion and runway project; these are non-grant related items which. It is anticipated that the airport construction will cost \$8.2 million dollars with a breakdown of \$1.2 funding through grants and \$7 million being funded internally for the airport expansion.

Capital Improvements Plan has projects representing \$126 million (\$49 million internally funded and \$78 million of grant funded) of activities at the PDA and the Port. These are recommendations that are to be placed on radar screen and have been discussed with all Department Heads and all projects have influencing factors/sensitivities that are reviewed both in revenue and expense. Annual review indicates the projects for consideration and significant numbers associated with each project. Some projects may be considered discretionary, but this package shows the impacts. Of note, if some projects were to be removed for consideration we may not have a significant impact on our cash balances.

Director Lamson stated she forgot to ask at the Finance Meeting about the solar farm. Canner indicated it is a potential idea at both at PDA and at Skyhaven.

Chairman Smith asked what is a snow melter for \$4 million. Canner indicated that Airport Director Paul Brean (“Brean”) is in attendance and could speak to the question. Brean indicated that currently we haul and stock snow; due to development at PDA the snow storage is limited. A snow melter is a natural gas fired pit furnace where the snow would be plowed directly into and turns into stormwater. Currently Manchester Regional utilizes a snow melter. Executive Director Mullen (“Mullen”) indicated that this would be a co-project with the Air National Guard so it would not be completely PDA expense.

Chairman Smith ask what was a windbreak for walkway. Canner indicated that it would be at the airport here. Brean further stated that there is approximately 500’ between the long term parking lot and

the terminal and this would be a shield for the passengers walking to the terminal (something like you see at a college campus).

VIII. Licenses/ROE/Easements/Rights of Way

A. Reports

1. **Rochester Electronics, LLC – 19 Durham Street**
2. **B & H AirPower, LLC – Skyhaven Airport Hangar 5**

Executive Director Mullen announced short term leases of Rochester Electronics and B & H Airpower while negotiating long term leases.

IX. Leases

A. Reports

1. **119 International Drive, L.L.C. – 15 Rye Street**
2. **100 International LLC – 100 International Drive**

Executive Director Mullen reported that 119 International Drive, L.L.C. entered into a subleases with Northeast Credit Union for 5,257 square feet within the leased premises at 15 Rye Street until June 16, 2023; and 100 International Drive, LLC with Bottomline Technologies for 13,186 square feet commencing September 1, 2019 and 13,614 square feet commencing July 1, 2020 within the leased premises at 100 International Drive, until September 30, 2032. The premises will be used for office and related uses. Director Lamson approved the subleases.

X. Signs

A. Approvals

1. **75 New Hampshire LLC – 85 New Hampshire Avenue**

Director Lamson moved and Director Loughlin seconded that the Pease Development Authority Board of Directors hereby approves of the proposed signs for 75 New Hampshire, LLC, for the premises located 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 April 5, 2019, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

XI. Contracts/Agreements

A. Approvals

1. **Franklin Paint Company – Airfield Marking Equipment**

Director Torr moved and Director Lamson seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with Franklin Paint Company (“FPC”) in a total amount not to exceed \$31,295.95 for the purchase of a Graco LineLazer V250DC (“Graco”) pavement marking machine for use at Portsmouth International Airport at Pease (“PSM”) and Skyhaven Airport (DAW); all in accordance with the memorandum of Paul E. Brean, Airport Director, dated April 4, 2019, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

1. The Graco LineLazer V250DC is purposed for applying the smaller more precise taxiway markings which PDA's current piece of equipment is unable to accomplish.
2. PDA presently owns an estimated \$7,000 of Graco parts for the current piece of equipment which are compatible with the Graco LineLazer.
3. Both machines are designed to distribute F.A.A. required latex waterborne traffic marking paint and Type I and III reflective glass beads.
4. Additional training will not be required for both operators and mechanics because they are currently trained on Graco equipment.
5. Franklin Paint Company is the sole supplier of Graco equipment in the New England area meeting the required specifications to remedy the non-compliant taxiway painted markings.

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

2. Horsley Witten Group – Environmental Contract

Director Bohenko moved and Director Allard seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Horsley Witten Group in a total amount not to exceed \$107,360 for the provision of consulting services specified in the PDA/CLF Settlement Agreement; all in accordance with the memorandum of Maria J. Stowell, dated April 10, 2019, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the Requests for Qualifications and any applicable RFP requirement based on the agreed settlement.

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

XII. Executive Director's Reports/Approvals

A. Reports

1. PDA Office Hours

Executive Director Mullen indicated a change in current office hours Monday through Thursday to 7:30 a.m. to 4:30 p.m. and on Fridays from 7:30 a.m. to 4:00 p.m. with half hour for lunch. This will bring the PDA hours in line with the State office hours and this schedule works well with our staff and meets our public needs; the hours will become effective today.

2. Golf Course Operations

EJ Chea, Head Superintendent, reported that the Golf Course had its best year with the simulators; opened 9 holes March 31st; opened 9 holes open as of April 6th, and shooting for all 27 holes to be open by April 19th. The course came through the winter well which is why they were able to get early golf in this year. This year they will be renovating sand trap bunkers in-house and repairing cart paths. Director Bohenko asked how the course held up after Monday's rain; EJ indicated it did very well and the Golf Course was open on Tuesday.

3. Airport Operations

Portsmouth International Airport at Pease (PSM)

Airport Director Paul Brean indicated that March the terminal has been the busiest since 2008. During the month of March there were 13,000 in the terminal, of which 7,500 were scheduled and 5,000 were troops; so for the year just shy of 35,000 enplanements. The fuel flowage was 1.1 million gallons; there were 2,600 transaction for the pay for parking; so for year we are cash flow positive at this point. Allegiant starts service to Myrtle Beach on June 6th and Savannah on June 8th. PDA will be hosting a small Allegiant delegation in May for the Chambers "Hit the Decks" event. Allegiant's Government Affairs Officer and a lead air route planning manager will be in town to see what Portsmouth offers in the summer. Frontier has extended its Orland travel through November. Director Bohenko inquired as to the schedules of Allegiant and Frontier. Brean indicated that currently Frontier has three trips a week scheduled and Allegiant has daily departures between Orland, Sanford and Punta Gorda. Director Lamson asked Brean the types of planes utilized by Allegiant and Frontier and Brean indicated that they vary between A320, A321 and A319. Brean indicated that he has a noise report and that so far there have been no complaints on fixed winged activity with the exception of military. Director Lamson further asked if Frontier flies only A320s; Brean indicated they have A319s depending on the load factors.

Skyhaven Airport (DAW)

Brean indicated that they have based a citation jet in Hangar 5 so they are receiving rent. It is good to see a jet of that size up there and he is hoping this will bring more registrations.

Noise Line Report

There were two formal fixed wing noise complaints from Dover and Eliot Maine regarding a KC 10 aircraft (refueling type of military aircraft) due to size its appearance seems as though it flies low.

Chairman Smith indicated that Brean had previously forwarded a photo full of aircraft traffic. Brean indicated that there were four (4) aircraft operating out of the terminal within an hour resulting in approximately 2,100 passengers through the terminal in two hours.

B. Approvals

1. Personnel - Landside Operation Specialist

Director Allard moved and Director Torr seconded that **in accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to create the full time position of Landside Operation Specialist; and to immediately fill the position with an appropriately qualified candidate; all in accordance with the memorandum of Paul Brean, Airport Director, dated April 2, 2019 attached hereto.**

Discussion: Director Bohenko asked if Brean would speak to this position. Brean indicated that in follow-up to the previous discussion the airport is seeing not only the troops but an expansion in the passenger travel looking for amenity expectations such as concession, car rentals. This position would be scheduling the support necessary for the amenities parking, security in the terms for processing smoothly. This person will also support some current operational, security and safety activities and would be on staff during flight activity. This would be a full-time, entry level position. Director Bohenko asked if this position would be posted in professional publications and Brean indicated in the affirmative.

Disposition: Resolved by unanimous vote for: motion carried.

2. Bills for Legal Services

Director Loughlin moved and Director Torr seconded that **The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$44,270.19 for the following legal services rendered to the Pease Development Authority.**

1.	<u>Kutak Rock, LLP</u>		
	Through January 31, 2019	\$ 1,230.00*	
	Through February 28, 2019	\$ 1,148.00*	
		\$ 2,378.00	
			\$ 2,378.00
2.	<u>Sheehan Phinney Bass + Green</u>		
	Through February 28, 2019	\$ 2,987.00	
	Through February 28, 2019	\$17,835.00	
	Through February 28, 2019	\$ 3,277.00	
	From January 2019 through February 28, 2019	\$17,793.19	
		\$41,892.19	
			\$41,892.19
		Total	<u>\$44,270.19</u>

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

XIII. Division of Ports and Harbors

Geno J. Marconi (“Marconi”), Division Director of the Division of Ports and Harbors (“DPH”), reported on Division activities, and the approvals sought before the Board represent the current business at the DPH. Marconi mentioned that the Port Committee met on April 5, 2019 and the meeting information was inadvertently omitted from the agenda.

A. Reports

1. Port Advisory Council

Geno Marconi, Division Director, reported that the Port Advisory Council met February 3, 2019 and the minutes are included in the agenda.

2. Morton Salt Inc. – Exercise of Option

Marconi indicated that Morton Salt was exercising one of its options there are two (2) remaining options (May of 2019 to May of 2020 and May of 2020 to May of 2021) with the existing contract.

3. Two In The Bush, LLC d/b/a Savage Boat Charters – ROE / Rye Harbor

Marconi indicated that under the Delegation of Authority, Director Mullen executed a ROE for a small charter boat operation to pick up passengers at Rye Harbor.

4. Commercial Mooring for Hire Permit Applications

<u>Applicant</u>	<u>Number of Permits</u>	<u>Business</u>	<u>Approval</u>
Bayview Marina, LLC	3	Marina	3/18/19
Esther's Marina, LLC	3	Marina	3/18/19
Jay Gingrich	1	Shorefront tenant	3/18/19
Great Bay Marina	73	Marina	3/18/19
Great Bay Yacht Club	11	Yacht Club	3/18/19
Hampton River Boat Club	2	Boat Club	3/18/19
Island Club New Castle, Inc.	1	Boat Club	3/18/19
Kittery Point Yacht Club	8	Yacht Club	3/18/19
Lamprey River Marina	6	Marina	3/18/19
Matthew Metivier	1	Shorefront tenant	3/18/19
Mud Cove Boat Yard	1	Shorefront tenant	3/18/19
Dorothy Oliver	1	Shorefront tenant	3/18/19
Portsmouth Yacht Club	14	Yacht Club	3/18/19
Sagamore Landing Homeowners Assn	1	Shorefront Condo	3/18/19
Southend Yacht Club	1	Yacht Club	3/18/19
Split Rock Cove, Ltd	1	Shorefront tenant	3/18/19
Warpath Family Farm	1	Shorefront tenant	3/18/19
Wentworth by the Sea Dockside Condominium Association	1	Shorefront Condo	3/18/19
Wentworth by the Sea Marina (Pier People LLC)	2	Marina	3/18/19

Marconi indicated that under the Code of Administration of Rules there is an ability to have a Commercial for Hire allowed and upon review by the Harbor Master a recommendation is made to the Executive Director who is allowed to sign off on these through the Delegation of Authority.

Marconi indicated that around the 1st of May the Port has a heavy lift ship coming in with windmill products (towers, cells, hubs and rooters) for a project going on over in Antrim. Next week the Port will be meeting with the transportation company and police entities to coordinate transportation of these large items. It has not been confirmed yet but in the past items such as these have been transported during the evening in order to minimize the traffic disruption. Due to the size of the items and the limited space at the Port Authority, DPH has worked with Brean and t FAA to allow storage of the towers on the north apron.

B. Approvals

1. Pda 300 Pilots and Pilotages Rules – Adoption

Director Bohenko moved and Director Lamson seconded that in accordance with RSA 12-G:42, X(a), the PDA Board of Directors hereby:

- a. adopts the Administrative Rules designated as Chapter Pda 300, Pilots and Pilotage, as amended in accordance with the Conditional Approval issued on January 19, 2019 by the Joint Legislative Committee on Administrative Rules (“JLCAR”) attached hereto;
- b. directs that in accordance with RSA 541-A:14, III, the Division Director submit Chapter Pda 300, as adopted, to the Office of Legislative Services for filing; and

- c. directs Chapter Pda 300 shall be deemed effective on the day after filing with the Office of Legislative Services.

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

2. Hampton Harbor – Float Dock Replacement

Director Bohenko moved and Director Torr seconded that the Pease Development Authority (“PDA”) Port Committee the PDA Board of Directors ratifies and approves of the contract with Riverside and Pickering Marine Contractors in a total amount not to exceed \$14,300 from the PDA-Division of Ports and Harbors Harbor Dredging and Pier Maintenance fund for replacement of the floating dock at the Hampton Harbor Marine facility; all in accordance with the memorandum of Geno Marconi, Division Director, dated April 4, 2019 attached hereto.

Further, in accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

1. The floating dock at the Hampton Harbor Marine Facility was storm damaged beyond repair and requires replacement;
2. The floating dock is integral to the operations of the Hampton Harbor Facility and a delay in repair will delay the start of operations and be detrimental to the commercial, recreational and private interests that use the facility;
3. The fuel float and all other floating docks in the subject section are dependent on the float;
4. Following receipt of the drawings prepared by Appledore Marine Engineering, Inc., the Division contacted three marine contractors who have previously done work at Division property and requested quotes to replace the float.
5. Riverside and Pickering Marine was the lowest qualified bid at \$14,300.

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous roll call vote for: motion carried.

3. NAS Fuel, LLC dba Atlantic Fuels - Right of Entry

Director Lamson moved and Director Loughlin seconded that the Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to NAS Fuels, LLC d/b/a Atlantic Fuels, Inc., for the purpose of fuel dispensing at PDA-DPH facilities all in accordance with the terms and conditions contained in the Memorandum of Geno J. Marconi, Division Director, dated April 3, 2019 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

4. Independent Boat Haulers – Right of Entry

Director Torr moved and Director Allard seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a Right of Entry with Independent Boat Haulers, Inc. for the purpose of using Rye Harbor, NH Marine Facility, on terms and conditions set forth in the memorandum from Geno J. Marconi, Division Director, dated April 9, 2019 and attached hereto. Discussion: None. Disposition: Resolved by

unanimous roll call vote for: motion carried.

5. Broco Oil, Inc. – Right of Entry

Director Allard moved and Director Torr seconded that the Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to Broco Oil of N. Reading, MA, for the purpose of fuel dispensing at PDA-DPH facilities; all in accordance with the terms and conditions contained in the Memorandum of Geno J. Marconi, Division Director, dated April 4, 2019 attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

6. Appledore Marine Engineering, LLC – Market Street Terminal / Main Wharf Rehabilitation

Director Loughlin moved and Director Lamson seconded that the Pease Development Authority (“PDA”) Port Committee, the PDA Board of Directors approves of and authorizes the Executive Director to enter into a contract with Appledore Marine Engineering, Inc. (PDA’s on call marine engineering provider) in a total amount not to exceed \$74,107 (subject to authorization of the Capital Budget Overview Committee (“CBOC”)) to conduct the review required under the National Environmental Protection Act;

Further, the PDA Board of Directors hereby authorizes the Director of the Division of Ports and Harbors to submit a request to the CBOC for the purpose of seeking the release of the \$74,107 appropriated and set aside by the NH Legislature for said project;

all in accordance with the memorandum of Geno J. Marconi, Director, Division of Ports and Harbors, dated April 4, 2019, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

7. Pda 500 Moorings and Anchorages - Revised Initial Proposal

Director Torr moved and Director Allard seconded that The Pease Development Board of Directors hereby approves the Initial Proposal attached hereto, which supersedes the Initial Proposal approved by the Board on March 14, 2019, for the re-adoption with amendments to Administrative Rules Pda 500 Moorings and Anchorages.

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 Marconi, Division Director, dated April 10, 2019, attached hereto. Discussion: None. Disposition: Resolved by unanimous vote for: motion carried.

XIV. New Business

XV. Special Events:

- A. Report *
 - 1. American Lung Association Bike Event
 - 2. Runner’s Alley 5k Road Race

Executive Director Mullen indicated that Cisco Brewers will be sponsoring two events; the first will be held on May 5th which is a bike rally to benefit the American Lung Association and the second is a road race being held on May 26th to benefit the Kremple Brain Injury Foundation.

XVI. Upcoming Meetings

Board of Directors May 16, 2019
Residential Housing Study Committee May 23, 2019 @ 8:30 a.m.

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

XVII. Directors' Comments

Director Bohenko indicated that ASTR was at the Portsmouth City Council meeting Monday evening and reported on PFOS and are doing public outreach; not sure if PDA may want to reach out to ASTR for outreach purposes.

Director Lamson indicated that ASTR also attended a Newington Selectmen's meeting. Select Board member, in attendance of the Board of Directors' meeting, was asked to elaborate on the ASTR presentation. Select Board member Ken Latchaw spoke of the interesting point of no definition of "long time exposure". Therefore, Latchaw asked for a definition and it was indicated that it would be one year.

Director Bohenko spoke to the fact that since 2014, at PDA, no one has been exposed to the PFOS and PFOA as the well was shut down immediately. Now five (5) years later the testing at the Haven Well is indicating non-detect due to the carbon filters which are working very well.

Deputy General Counsel Hinchee indicated that PDA advises its employees directly on the meetings and notifications in order for the employee to follow-up with the state and federal agencies.

Latchaw indicated that ASTR stated that there is a string of long chain chemicals that do not breakdown. Testing is ongoing but speaking to the future there is an unknown until more chemicals are identified.

Director Torr indicated that during his attendance at the Port Committee meeting he noticed the ongoing stream of truck activity at the Port, both incoming and outgoing; complimented Marconi and his staff on the coordination and the financial impact the activity has on the state.

Chairman Smith stated that he saw the Wentworth Douglass signs on the way in this morning and felt as though they looked nice, while Director Torr thought the sign looked too busy. Hinchee indicated that originally the sign indicated slightly different language but Wentworth Douglass wanted to avoid confusion of a hospital setting and avoid someone heading there with an emergency need. Wanted there to be a clear distinction on the purpose of the buildings.

XVIII. Non-Public Session

Director Bohenko moved and Director Lamson 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 discussing the acquisition, sale or lease of property;**

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous roll call vote for: motion carried.

Went into Non-Public Session 9:11 a.m.

Came out of Non-Public Session 10:09 a.m.

XIX. Vote of Confidentiality

Director Lamson moved and Director Torr seconded that **the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its April 18, 2019 meeting related to property leasing, if disclosed publically, a) render the proposed actions ineffective; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors the aforesaid circumstances no longer apply.**

Note: This motion requires 5 affirmative votes. Discussion: None. Disposition: Resolved by unanimous roll call vote for: motion carried.

XX. Adjournment

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

XXI. Press Questions

No members of the press attended the meeting.

PDA COMMITTEE LISTING – EFFECTIVE May 16, 2019

Standing Committees

Executive Committee

Kevin H. Smith, Chair
Peter Loughlin, Vice Chairman
Robert Allard, Treasurer
Staff Contact: Mullen/Hinchee

Marketing and Economic Development Committee

Peter Loughlin, Chair
Neil Levesque
Frank Torr
Staff Contact: Mullen

Finance Committee

Robert Allard, Chair
John Bohenko
Margaret Lamson
Staff Contact: Mullen/Canner

Zoning Adjustment & Appeals Committee

Frank Torr, Chair
Peter Loughlin
Kevin H. Smith
Staff Contact: Hinchee/Stowell

Airport Committee

Kevin H. Smith, Chair
Robert Allard
Margaret Lamson
Staff Contact: Brean/Stowell

Ad Hoc Advisory Committees

Capital Improvement and
Land Planning Committee

Peter Loughlin, Chair
Robert Allard
Frank Torr
Neil Levesque
Staff Contact: Hinchee/Stowell

Margaret Lamson, Chair
John Bohenko
Frank Torr
Staff Contact: Stowell

Golf Committee

John Bohenko, Chair
Robert Allard
Frank Torr
Staff Contact: Mullen/DeVito

Port Committee

Peter Loughlin, Chair
John Bohenko
Frank Torr
Neil Levesque
Ex Officio: Chair DPH Advisory Council
Staff Contact: Mullen/Marconi

Audit Committee

John Bohenko, Chair
Peter Loughlin
Neil Levesque
Staff Contact: Canner

Legal Bill Review

Kevin H. Smith, Chair
Peter Loughlin
Frank Torr
Staff Contact: Hinchee

Transportation Management Committee

Notes: Executive Committee must have Board Chairman as Executive Committee Chair and Board Vice-Chair as Executive Committee Vice-Chair. Finance Committee must have Board Treasurer as Chairman of Finance Committee. Other than that, each Committee must have a minimum of three Directors appointed to each Committee with a Chairman selected from such appointees; appointments to Committees are at sole discretion of Board Chairman.

RIGHT OF FIRST REFUSAL AGREEMENT

LESSOR: Pease Development Authority ("PDA" or "Lessor")
CLIENT: Summit Land Development, LLC ("Client" or "Lessee")
PREMISES: 254 Corporate Drive, Pease International Tradeport
DATE: March 21, 2019

This Right of First Refusal (the "Agreement"), when executed, shall be effective as of the date first above written. PDA and CLIENT are each sometimes referred to in this Agreement as a "Party" and are sometimes collectively referred to as the "Parties".

WHEREAS, PDA is the owner of certain property located at 254 Corporate Drive, Pease International Tradeport, Portsmouth, NH (the "Premises" or "Property"); and

WHEREAS, PDA granted to CLIENT an Option to lease the Property from PDA pursuant to the Option terms and conditions set forth in an Option Agreement and Term Sheet dated September 20, 2018 and effective September 20, 2018 through March 20, 2019; and

WHEREAS, CLIENT has made previous Option Payments totaling Five Thousand Five Hundred Seventy Two and 50/100 (\$5,572.50) and has determined through the Site Plan application and review process the existence of urban soils on the Premises and the intention of the Technical Review Committee to require off Premises storm water and drainage improvements;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the PDA and CLIENT hereby agree to the terms and conditions of a six (6) month Right of First Refusal as follows:

1. Right of First Refusal Area:

Following execution of this Agreement, CLIENT shall have the right of first refusal to lease the land (the "RFR") described generally as 254 Corporate Drive and consisting of 7.16 +/- acres as more particularly shown on the plan attached hereto and incorporated herein as Exhibit "A" (the "RFR Area"), for general office use. The "RFR Period" shall be a period of six (6) months beginning the effective date first above written, for which CLIENT shall not be obligated to make any payment.

2. Right of First Refusal:

CLIENT's Right of First Refusal shall commence upon the receipt by Lessor of a bona fide offer from a third party to lease or purchase the RFR Area upon terms and conditions acceptable to Lessor ("Third Party Offer"). Lessor shall provide CLIENT with a copy of any Third Party Offer and CLIENT shall have sixty (60) days from its receipt of the copy of the Third Party Offer to deliver to Lessor written notice of CLIENT's intent to lease or purchase the RFR Area on the same or better terms and conditions as set forth in the Third Party Offer ("RFR Exercise Notice"), provided, however, that CLIENT's use of the RFR Area shall be limited to the uses permitted. In order to be valid, CLIENT's RFR Exercise Notice must not be limited to financial terms and conditions but must also include all other terms and conditions of the Third Party Offer, including without limitation, a schedule and description of jobs to be created, if included in the Third Party Offer. Alternately, CLIENT's RFR Exercise Notice may include other non-financial terms that provide Lessor with the same or greater (as determined solely by Lessor) benefits than the non-financial terms set out in the Third Party Offer. At the same time CLIENT provides Lessor with its RFR Exercise Notice, CLIENT shall provide Lessor with a schedule reasonably acceptable to Lessor establishing deadlines for completing any necessary improvements to the RFR Area and for initiating and maintaining active use of the RFR Area. A schedule for design, construction, commencement of CLIENT's use, and job creation shall be reflected in any sublease agreement covering the RFR Area with appropriate sanctions in event of CLIENT's breach of its scheduled commitments. Lessor and CLIENT shall exercise best efforts and cooperate in good faith to conclude a lease, sublease or purchase agreement for the RFR Area within sixty (60) days following receipt by Lessor of the RFR Exercise Notice.

The use of the RFR Area shall be at CLIENT's sole expense and sole risk and Lessor makes no warranty or representation in respect to the RFR Area and undertakes no obligations to make any repairs or improvements to the RFR Area. Any warranty, representation or commitment made by Lessor to a third party that is a condition of the Third Party Offer, shall also be made to CLIENT in connection with the exercise by CLIENT of its rights of first refusal. Any agreement of the Lessor and CLIENT regarding the lease or sublease of the RFR Area shall include, without limitation, provisions applicable to Articles 15 and 25 of the PDA Lease Agreement and any applicable provisions of the Airport Transfer Documents.

Notwithstanding any other provisions of this Agreement, CLIENT shall have no right of first refusal, option or other right to lease the RFR Area (and PDA shall be free to use, lease or otherwise transfer such area as it deems appropriate) upon the occurrence of any of the following events: (i) the failure of CLIENT to exercise its right in accordance with the terms of this Section 2; (ii) the failure of the Parties to reach an appropriate agreement concerning the development of the RFR Area within the required period (or any extension thereof mutually acceptable to the Parties) after exercising best efforts in good faith to conclude such agreement; provided that no such termination pursuant to clause (i) or (ii) above shall terminate the rights of CLIENT to the RFR Area in the event that that PDA does not consummate the applicable Third Party Offer within the term of this Right of First Refusal.

3. Access to RFR Area:

PDA agrees to permit CLIENT or its representative to undertake such reasonable environmental and/or geotechnical investigations of the RFR Area as CLIENT shall request in writing to PDA, provided that such rights may be exercised only: (i) during the time that this Agreement has not terminated; and (ii) subject to the execution of a Right of Entry setting forth the specific rights and obligations of the Parties and the provision of required insurance to protect the interests of PDA.

4. Termination of Right of First Refusal:

Notwithstanding any other provision of this Agreement, and in addition to the termination provisions provided herein, the RFR shall terminate on September 20, 2019 without exercise of the RFR Exercise Notice and CLIENT shall have no further right to the RFR Area which revert to PDA.

EXECUTION

IN WITNESS WHEREOF, Lessor and CLIENT have executed this Agreement effective as of the ____ day of _____, 2019.

PEASE DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

SUMMIT LAND DEVELOPMENT, LLC

By: _____
Its: _____

EXHIBIT A

RFR AREA



254 Corporate Drive Right of Entry

DESIGNED BY: MRM

DATE: 5/8/19

SCALE: 1"=200'±



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

RIGHT OF FIRST REFUSAL AGREEMENT

LESSOR: Pease Development Authority ("PDA" or "Lessor")
CLIENT: Two International Group, LLC ("Client" or "Lessee")
PREMISES: 100 New Hampshire Avenue, Pease International Tradeport
DATE: March 16, 2019

This Right of First Refusal Agreement (the "Agreement"), when executed, shall be effective as of the date first above written. PDA and CLIENT are each sometimes referred to in this Agreement as a "Party" and are sometimes collectively referred to as the "Parties".

WHEREAS, PDA is the owner of certain property located at 100 New Hampshire Avenue (formerly known as 80 Rochester Avenue) Pease International Tradeport, Portsmouth, NH (the "Premises" or "Property"); and

WHEREAS, PDA granted to CLIENT an Option to lease the Property from PDA pursuant to the Option terms and conditions set forth in an Option Agreement and Term Sheet dated January 18, 2018 and effective February 1, 2018 through March 15, 2019; and

WHEREAS, CLIENT has made previous Option Payments totaling Seventy Two Thousand Six Hundred (\$72,600) and has determined through the Site Plan application and review process the existence of urban soils on the Premises and the intention of the Technical Review Committee to require off Premises storm water and drainage improvements;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the PDA and Client hereby agree to the terms and conditions of a six (6) month Right of First Refusal as follows:

1. Right of First Refusal Area:

Following execution of this Agreement, Client shall have the right of first refusal to lease the land (the "RFR") described generally as 100 New Hampshire Avenue and consisting of 11+/- acres as more particularly shown on the plan attached hereto and incorporated herein as Exhibit "A" (the "RFR Area"), for general office use. The "RFR Period" shall be a period of six (6) months beginning the date first above written, for which Client shall not be obligated to make any payment.

2 Right of First Refusal:

CLIENT's Right of First Refusal shall commence upon the receipt by Lessor of a bona fide offer from a third party to lease or purchase the RFR Area upon terms and conditions acceptable to Lessor ("Third Party Offer"). Lessor shall provide CLIENT with a copy of any Third Party Offer and CLIENT shall have sixty (60) days from its receipt of the copy of the Third Party Offer to deliver to Lessor written notice of CLIENT's intent to lease or purchase the RFR Area on the same or better terms and conditions as set forth in the Third Party Offer ("RFR Exercise Notice"), provided, however, that CLIENT's use of the RFR Area shall be limited to the uses permitted. In order to be valid, CLIENT's RFR Exercise Notice must not be limited to financial terms and conditions but must also include all other terms and conditions of the Third Party Offer, including without limitation, a schedule and description of jobs to be created, if included in the Third Party Offer. Alternately, CLIENT's RFR Exercise Notice may include other non-financial terms that provide Lessor with the same or greater (as determined solely by Lessor) benefits than the non-financial terms set out in the Third Party Offer. At the same time CLIENT provides Lessor with its RFR Exercise Notice, CLIENT shall provide Lessor with a schedule reasonably acceptable to Lessor establishing deadlines for completing any necessary improvements to the RFR Area and for initiating and maintaining active use of the RFR Area. A schedule for design, construction, commencement of CLIENT's use, and job creation shall be reflected in any sublease agreement covering the RFR Area with appropriate sanctions in event of CLIENT's breach of its scheduled commitments. Lessor and CLIENT shall exercise best efforts and cooperate in good faith to conclude a lease, sublease or purchase agreement for the RFR Area within sixty (60) days following receipt by Lessor of the RFR Exercise Notice.

The use of the RFR Area shall be at CLIENT's sole expense and sole risk and Lessor makes no warranty or representation in respect to the RFR Area and undertakes no obligations to make any repairs or improvements to the RFR Area. Any warranty, representation or commitment made by Lessor to a third party that is a condition of the Third Party Offer, shall also be made to CLIENT in connection with the exercise by CLIENT of its rights of first refusal. Any agreement of the Lessor and CLIENT regarding the lease or sublease of the RFR Area shall include, without limitation, provisions applicable to Articles 15 and 25 of the PDA Lease Agreement and any applicable provisions of the Airport Transfer Documents.

Notwithstanding any other provisions of this Agreement, CLIENT shall have no right of first refusal, option or other right to lease the RFR Area (and PDA shall be free to use, lease or otherwise transfer such area as it deems appropriate) upon the occurrence of any of the following events: (i) the failure of CLIENT to exercise its right in accordance with the terms of this Section 2; (ii) the failure of the Parties to reach an appropriate agreement concerning the development of the RFR Area within the required period (or any extension thereof mutually acceptable to the Parties) after exercising best efforts in good faith to conclude such agreement; provided that no such termination pursuant to clause (i) or (ii) above shall terminate the rights of CLIENT to the RFR Area in the event that that PDA does not consummate the applicable Third Party Offer within the term of this Right of First Refusal.

3. Access to RFR Area:

PDA agrees to permit CLIENT or its representative to undertake such reasonable environmental and/or geotechnical investigations of the RFR Area as CLIENT shall request in writing to PDA, provided that such rights may be exercised only: (i) during the time that this Agreement has not terminated; and (ii) subject to the execution of a Right of Entry setting forth the specific rights and obligations of the Parties and the provision of required insurance to protect the interests of PDA.

4. Termination of Right of First Refusal:

Notwithstanding any other provision of this Agreement, and in addition to the termination provisions provided herein, the RFR shall terminate on September 15, 2019 without exercise of the RFR Exercise Notice and CLIENT shall have no further right to the RFR Area which shall revert to PDA.

EXECUTION

IN WITNESS WHEREOF, Lessor and CLIENT have executed this Agreement effective as of the ____ day of _____, 2019.

PEASE DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

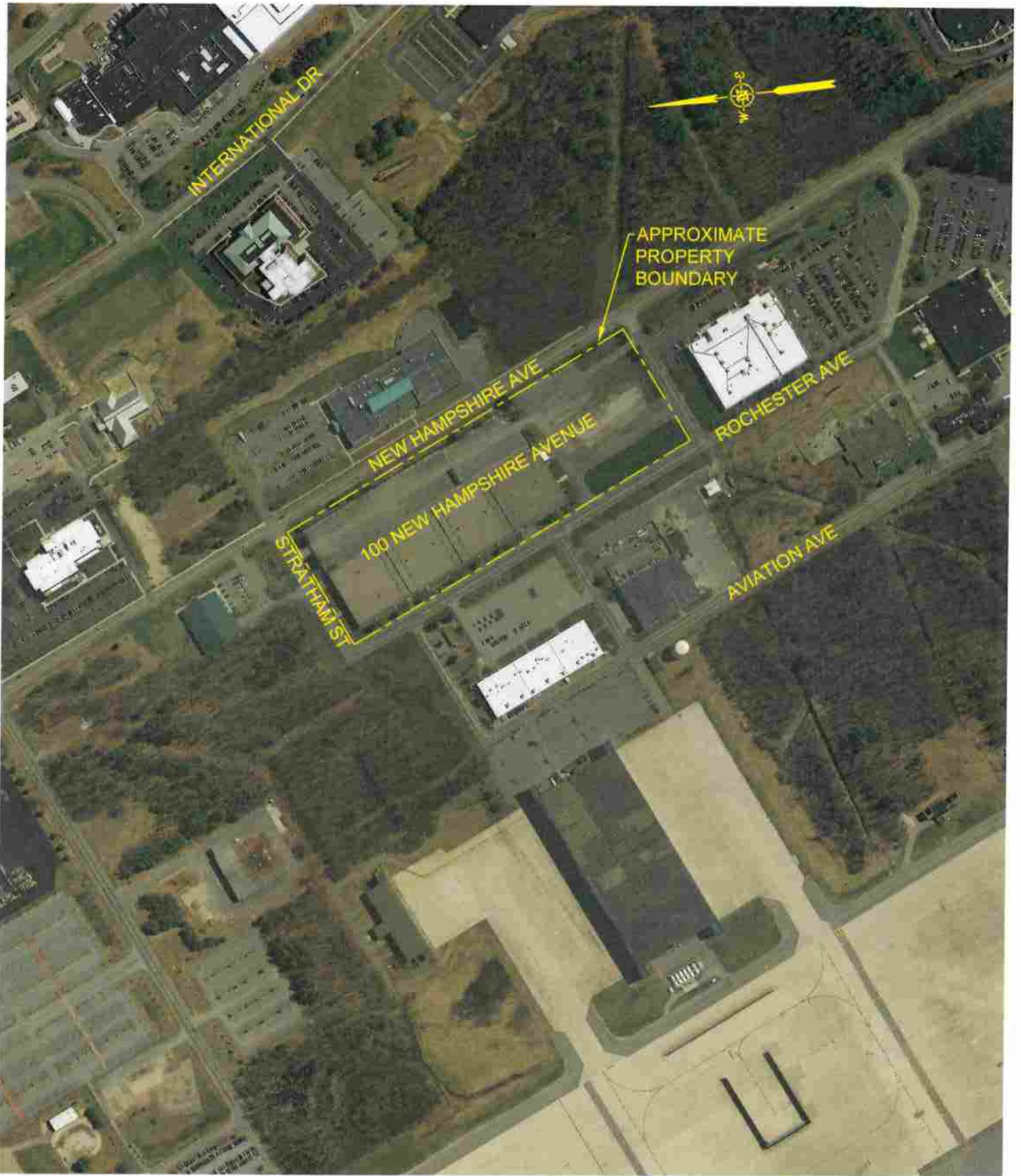
TWO INTERNATIONAL GROUP, LLC

By: _____
Its: _____

EXHIBIT A

RFR AREA

DRAFT



100 NEW HAMPSHIRE AVE SITE PLAN

DESIGNED BY: MRM

DATE: 6/1/15

SCALE: 1"=400'



FY 2019 FINANCIAL REPORT FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019



**BOARD OF DIRECTOR'S MEETING
MAY 16, 2019**

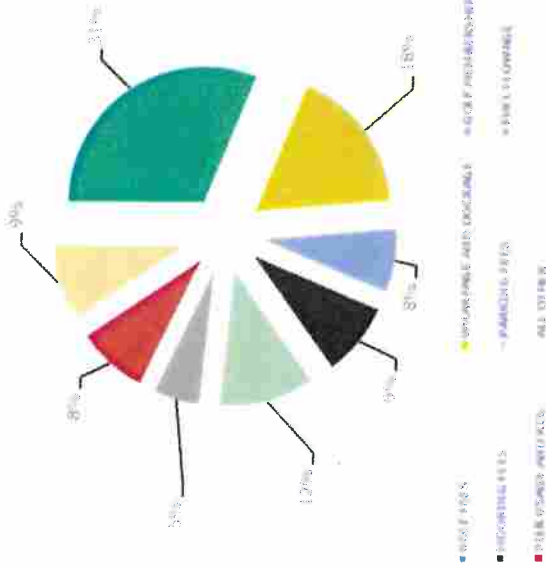


CONSOLIDATED OPERATING REVENUES FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019

(\$ 000's)

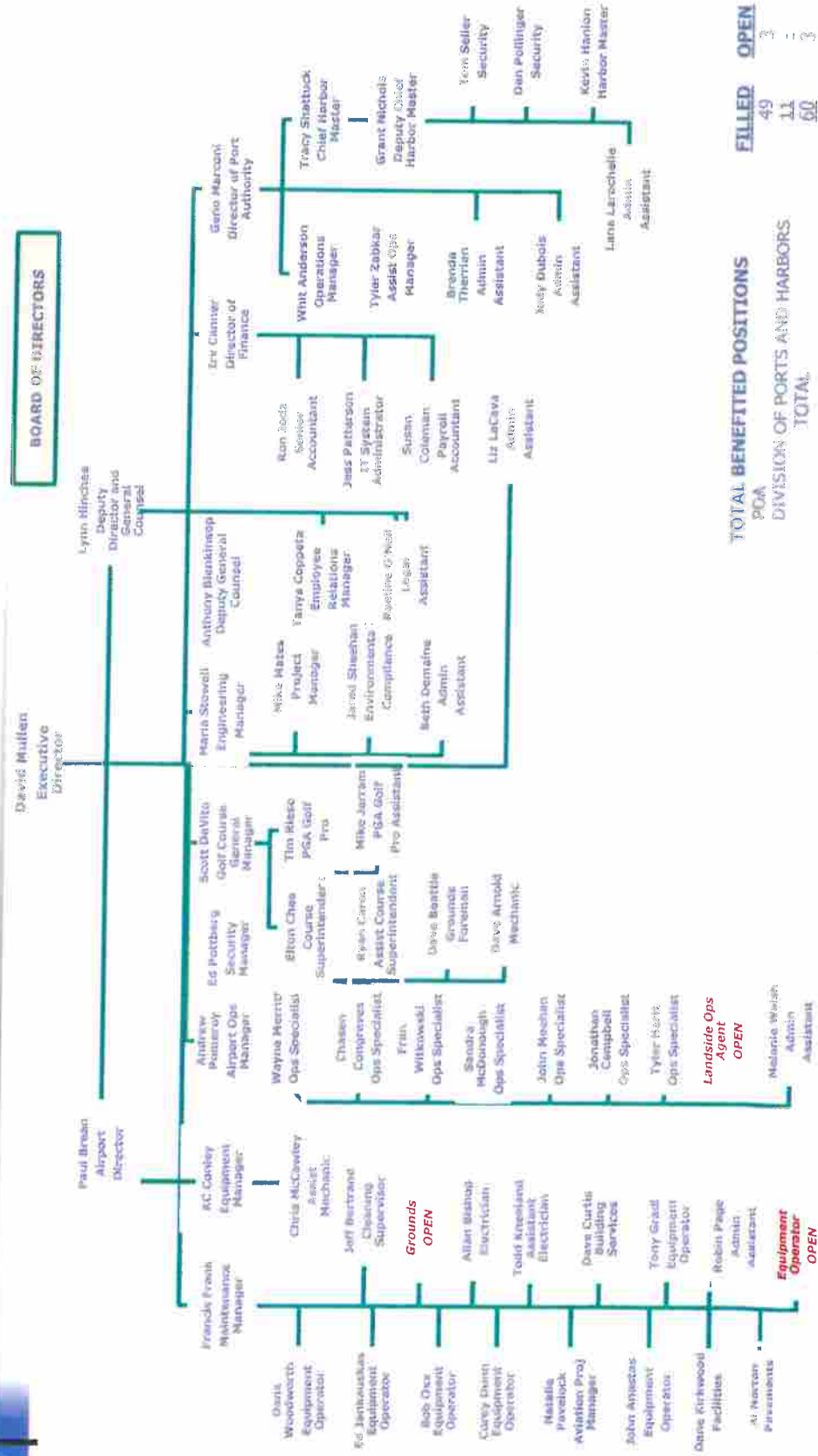
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	7,265	7,365	(100)	9,968
FEE REVENUES (SEE PIE CHART)	2,917	2,514	403	3,603
FUEL SALES (SEE TABLE BELOW)	719	512	207	704
CONCESSION REVENUE	287	283	4	400
GOLF MERCHANDISE	157	145	12	235
ALL OTHER - NET	489	255	234	314
	11,834	11,074	760	15,224

FEE REVENUES, YEAR TO DATE



	ACTUAL SALES	BUDGETED SALES	BUDGET VARIANCE	ACTUAL COGS	BUDGETED COGS	BUDGET VARIANCE
PORTSMOUTH FISH PIER	387	302	85	308	293	15
RYE HARBOR	133	78	55	119	74	45
HAMPTON HARBOR	152	84	68	122	76	46
SKYHAVEN AIRPORT	47	48	(1)	44	38	6
	719	512	207	593	481	112

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART- AT MAY 1, 2019



TOTAL BENEFITED POSITIONS	FILLED	OPEN
PGA	49	3
DIVISION OF PORTS AND HARBORS	11	3
TOTAL	60	3

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

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	8	111	(103)	148	<i>INTEREST EXPENSE</i>
INTEREST INCOME AND OTHER	(40)	(13)	(27)	(18)	YEAR TO DATE FISCAL BUDGET
	(32)	98	(130)	130	PROVIDENT BANK RLOC
					CITY OF PORTSMOUTH
					TOTAL
					8
					8
					148

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-18	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 03-31-19
SKYHAVEN AIRPORT					
TAXILANE PAVEMENT AND DRAINAGE	-	21	(7)	14	14
SNOW REMOVAL EQUIPMENT	-	1	(1)	-	-
	-	22	(8)	14	14
TRADEPORT					
GOLF COURSE					
TORO TOP DRESSING BRUSH	-	3	(3)	-	-
TORO PROCARE PUSHER	-	27	(27)	-	-
GR3150 GREENS MOWERS	-	74	(74)	-	-
GM 3500 TRIM MOWER	-	32	(32)	-	-
	-	136	(136)	-	-
ADMINISTRATION					
WEBSITE REDESIGN PROJECT	29	10	(39)	(29)	-
COMPUTER REPLACEMENTS	-	8	(8)	-	-
	29	18	(47)	(29)	-
MAINTENANCE					
MITAS ERD 30 TIRES	-	17	(17)	-	-

LONG TERM LIABILITIES AS OF MARCH 31, 2019



(\$ 000's)

SCHEDULE OF LONG TERM LIABILITY REPAYMENT

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	
STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM	91	273	364	STATE OF NEW HAMPSHIRE (1)
DPH- DEPARTMENT OF ARMY	-	252	252	-
CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50%	116	-	116	-
ACCRUED SICK LIABILITY	-	96	96	-
	207	621	828	

FISCAL YEAR	CITY OF PORTSMOUTH	STATE OF NEW HAMPSHIRE (1)	
2019	116	91	
2020	116	91	
2021	-	91	
2022	-	91	
2023	-	91	
	232	455	
PAID IN FY 2019	(116)	(91)	
	116	364	

NOTE:
1. ALLOCATION OF ANNUAL PAYMENT IS \$63 CHARGED TO THE PDA AND \$28 TO THE DPH.

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019 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	139	139	-	185				
FACILITIES RENTAL	91	90	1	120				
FUEL SALES	47	48	(1)	64				
ALL OTHER	1	1	-	1				
	139	139	-	185				
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	37	50	(13)	66				
BUILDINGS AND FACILITIES MAINTENANCE	72	53	19	71				
GENERAL AND ADMINISTRATIVE	26	27	(1)	36				
UTILITIES	22	22	-	30				
PROFESSIONAL SERVICES	4	4	-	6				
MARKETING AND PROMOTION	-	-	-	-				
ALL OTHER- FUEL	44	38	6	51				
	205	194	11	260				
OPERATING INCOME	(66)	(55)	(11)	(75)				
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION	392	338	54	450				
NET OPERATING INCOME	(458)	(393)	(65)	(525)				
GALLONS OF FUEL SOLD								
FY 2019	835	9,862	9,862	\$4.77				
FY 2018	667	11,255	15,476	\$4.38				
NET CASH FLOW								
	OPERA	CAPITAL EXPEND	DEBT REPAY	GRANT FUNDS	TOTAL			
FY 2019	(66)	(22)	-	463	375			
FY 2018	(74)	(1,193)	-	1,370	103			
FY 2017	(91)	(929)	-	301	(719)			
FY 2009- FY 2016	(744)	(4,670)	(100)	4,054	(1,460)			
	(975)	(6,814)	(100)	6,188	(1,701)			

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019 GOLF COURSE

17

(\$ 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	1,669	1,594	75	2,468	CONCESSION REVENUES	231	227	4	325
OPERATING EXPENSES					SEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	683	607	76	863	GOLF FEES	908	890	18	1,425
BUILDINGS AND FACILITIES MAINTENANCE	240	243	(3)	319	MEMBERSHIPS	224	211	13	340
GENERAL AND ADMINISTRATIVE	168	177	(9)	238	SIMULATOR	129	109	20	120
UTILITIES	82	121	(39)	13	LESSONS	10	8	2	17
PROFESSIONAL SERVICES	17	12	5	16	MERCHANDISE AND OTHER	1,271	1,218	53	1,902
MARKETING AND PROMOTION	40	41	(1)	55		167	149	18	241
ALL OTHER	197	194	3	260		1,669	1,594	75	2,468
OPERATING INCOME	242	159	83	564					
NONOPERATING (INCOME) AND EXPENSE					BUSINESS UNIT ANALYSIS				
DEPRECIATION	309	298	11	397	PRO SHOP	157	1,149	234	1,569
NET OPERATING INCOME	(67)	(99)	32	167	COURSE OPERA				
					FOOD / BEV				
					SIM				
					TOTAL				
					OPERATING REVENUES	157	1,149	234	1,569
					OPERATING EXPENSES (EXCLUDING DEPRECIATION)	161	1,077	151	1,427
					OPERATING INCOME	(4)	72	83	242

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019 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	2,117	1,615	502	2,294	FACILITY RENTALS	385	402	(17)	647
OPERATING EXPENSES					CONCESSION REVENUE	1	3	(2)	4
PERSONNEL SERVICES AND BENEFITS	858	780	78	1,084	FEE REVENUE				
BUILDINGS AND FAC AND MAINTENANCE	98	172	(74)	192	MOORING FEES	255	262	(7)	350
GENERAL AND ADMINISTRATIVE	105	139	(34)	215	PARKING	84	86	(2)	116
UTILITIES	83	77	6	103	REGISTRATIONS	178	112	66	150
PROFESSIONAL SERVICES	16	13	3	18	WHARF / DOCK	512	252	260	335
MARKETING AND PROMOTION	3	1	2	1	FUEL SALES	1,029	712	317	951
ALL OTHER - FUEL	550	443	107	602	ALL OTHER	30	33	(3)	52
	3,713	1,625	988	2,215	TOTAL	2,117	1,615	502	2,294
OPERATING INCOME	404	(10)	414	79	BUSINESS UNIT ANALYSIS				
NONOPERATING (INCOME) AND EXPENSE	(2)	(1)	(1)	(2)	RYE HARBOR	222	208	14	433
DEPRECIATION	456	531	(75)	708	PORTSMOUTH FISH PIER	404	370	34	336
NET Op INCOME	(50)	(540)	490	(627)	MARKET STREET	323	323	0	97
					HARBOR MANAG	97	97	0	(285)
					ADMIN	286	286	0	286

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2019 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

	YEAR TO: DATE ACTUAL	YEAR TO: DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
REVOLVING LOAN FUND				
OPERATING REVENUES	49	33	16	44
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	8	-	8	-
GENERAL AND ADMINISTRATIVE	3	1	2	-
UTILITIES	-	-	-	-
PROFESSIONAL SERVICES	40	23	17	32
MARKETING AND PROMOTION	-	-	-	-
ALL OTHER	-	-	-	-
OPERATING INCOME	51	24	27	32
NONOPERATING (INCOME) AND EXPENSE	(2)	9	(11)	12
DEPRECIATION	-	-	-	-
NET OPERATING INCOME	(2)	9	(11)	12
REVOLVING LOAN FUND RECONCILIATION				
	BALANCE AT 03-31-2019	BALANCE AT 06-30-2018		
CASH BALANCES				
GENERAL FUNDS	257	48		
SEQUESTERED FUNDS	-	-		
LOANS OUTSTANDING	257	48		
CURRENT	148	142		
LONG TERM	847	1,010		
	995	1,152		
	1,252	1,200		
CAPITAL UTILIZATION RATE- % (*)	79.5	96.0		
FUND EXCESS (DEFICIENCY)- % (*)	29.5	46.0		
(*) EXCLUDES SEQUESTERED FUNDS.				

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

(\$ 000's)

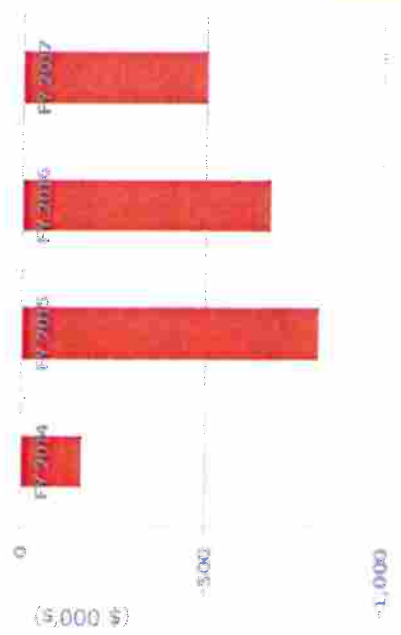
LIABILITIES	MAR 31 2019	JUN 30 2018
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	286	265
ACCOUNTS PAYABLE- CONSTRUCTION	44	-
UNEARNED REVENUE	311	271
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	28	29
TOTAL CURRENT LIABILITIES	669	565
NONCURRENT LIABILITIES		
NET PENSION / OPEB LIABILITY	2,270	2,270
OTHER LT LIABILITIES	104	131
	<u>2,374</u>	<u>2,401</u>
TOTAL LIABILITIES	3,043	2,966
DEFERRED INFLOWS OF RESOURCES		
PENSION / OPEB	411	411
NET POSITION		
NET INVEST IN CAPITAL ASSETS	9,223	6,951
RESTRICTED FOR: REVOLVING LOAN FUND	-	-
HARBOR DREDGING	-	-
FOREIGN TRADE ZONE	-	-
UNRESTRICTED	(1,411)	(2,469)
TOTAL NET POSITION	7,812	7,105

ASSETS	MAR 31 2019	JUN 30 2018
CURRENT ASSETS		
CASH AND EQUIVALENTS	1,401	936
ACCOUNTS RECEIVABLE- NET	235	199
OTHER ASSETS	45	48
TOTAL CURRENT ASSETS	1,681	1,183
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLES- NET	-	-
TOTAL RESTRICTED ASSETS	-	-
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	8,505	8,902
CONSTRUCTION IN PROCESS (PAGES #10-#14)	762	79
	<u>9,267</u>	<u>8,981</u>
TOTAL ASSETS	10,948	10,164
DEFERRED OUTFLOWS OF RESOURCES		
PENSION / OPEB	318	318

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- HARBOR DREDGING

(\$ 000's)

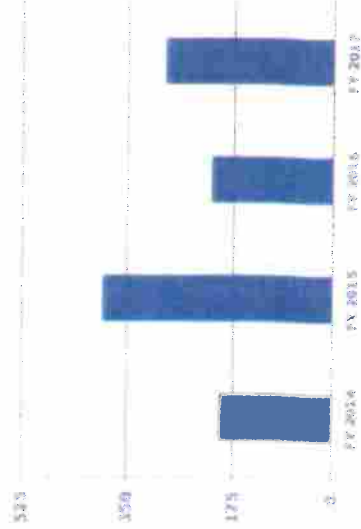
	MAR 31 2019	JUN 30 2018
ASSETS		
CURRENT ASSETS		
CASH AND EQUIVALENTS	-	-
ACCOUNTS RECEIVABLE- NET	-	-
OTHER ASSETS	-	-
TOTAL CURRENT ASSETS	-	-
RESTRICTED ASSETS		
CASH AND EQUIVALENTS	375	431
ACCOUNTS RECEIVABLE- NET	2	1
TOTAL RESTRICTED ASSETS	377	432
CAPITAL ASSETS		
LAND, BUILDINGS AND EQUIPMENT	867	793
CONSTRUCTION IN PROCESS (PAGES #10-#14)	42	-
TOTAL ASSETS	1,286	1,225
DEFERRED OUTFLOWS OF RESOURCES PENSION / OPEB	-	-
LIABILITIES		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	17	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	8
UNEARNED REVENUE	-	-
REVOLVING LOC FACILITY	-	-
CURRENT PORTION- LT LIABILITIES	-	-
TOTAL CURRENT LIABILITIES	17	8
NONCURRENT LIABILITIES		
NET PENSION / OPEB LIABILITY	252	253
OTHER LT LIABILITIES	-	-
TOTAL LIABILITIES	269	261
DEFERRED INFLOWS OF RESOURCES PENSION	-	-
NET POSITION		
NET INVEST IN CAPITAL ASSETS	657	784
RESTRICTED FOR: REVOLVING LOAN FUND HARBOR DREDGING FOREIGN TRADE ZONE UNRESTRICTED	360	180
TOTAL NET POSITION	1,017	964

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



**CASH FLOW PROJECTIONS FOR THE
NINE MONTH PERIOD ENDING
JANUARY 31, 2020**



**BOARD OF DIRECTOR'S MEETING
MAY 16, 2019**

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

3

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
OPENING FUND BALANCE	7,064	6,836	4,544	5,369	5,663	4,911	3,416	2,519	778	7,064
SOURCES OF FUNDS										
TRADEPORT TENANTS	710	710	1,515	710	715	715	720	720	720	7,235
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GOLF COURSE	100	125	175	175	150	150	100	50	50	1,075
PAY FOR PARKING- PSM	50	50	45	45	45	45	50	50	55	435
PORTSMOUTH AIRPORT	50	45	45	50	45	45	50	45	45	420
GRANT AWARDS (SEE PAGE #8)		246	159	95	10	-	-	-	-	510
FUEL FLOWAGE FEES- PSM	22	20	25	20	20	25	25	30	30	217
SKYHAVEN AIRPORT	15	17	17	17	16	16	15	14	14	141
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	1,000	1,000	2,000
	<u>1,322</u>	<u>1,463</u>	<u>2,231</u>	<u>1,487</u>	<u>1,251</u>	<u>1,246</u>	<u>1,335</u>	<u>2,159</u>	<u>2,164</u>	<u>14,658</u>
USE OF FUNDS										
OPERATING EXPENSES	875	875	870	825	850	840	1,250	1,325	850	8,560
CAPITAL- NONGRANT (SEE PAGES #5-#7)	585	1,375	323	218	982	1,751	832	1,095	832	7,993
MUNICIPAL SERVICE FEE	-	1,330	-	-	21	-	-	1,330	-	2,681
CAPITAL- GRANT RELATED (SEE PAGE #4)	90	175	150	150	150	150	150	150	150	1,315
STATE OF NH- POST RETIREMENT	-	-	63	-	-	-	-	-	-	63
LONG TERM DEBT RETIREMENT	-	-	-	-	-	-	-	-	116	116
	<u>1,550</u>	<u>3,755</u>	<u>1,406</u>	<u>1,193</u>	<u>2,003</u>	<u>2,741</u>	<u>2,232</u>	<u>3,900</u>	<u>1,948</u>	<u>20,728</u>
	(228)	(2,292)	825	294	(752)	(1,495)	(897)	(1,741)	216	(6,070)
NET CASH FLOW										
CLOSING FUND BALANCE	6,836	4,544	5,369	5,663	4,911	3,416	2,519	778	994	994

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED):

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
SKYHAVEN AIRPORT										
ADMINISTRATION										
COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS **	-	-	65	-	12	-	-	-	13	90
PROPERTY MANAGEMENT SOFTWARE **	-	-	5	-	-	-	-	-	-	5
	=	=	<u>70</u>	=	<u>12</u>	=	=	=	<u>13</u>	<u>95</u>
GOLF COURSE										
FAIRWAY AERATOR	28	-	-	-	-	-	-	-	-	28
PATIO / CLUBHOUSE LIGHTING	-	-	25	-	25	-	-	-	-	50
RESTAURANT MODIFICATIONS	30	-	-	-	-	-	-	-	-	30
	58	=	25	=	25	=	=	=	=	108

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
TRADEPORT										
STORMWATER TREATMENT	=	<u>10</u>	=	=	=	=	=	=	=	<u>10</u>
MAINTENANCE										
VEHICLE FLEET REPLACEMENT **	-	-	45	-	-	-	-	45	-	90
RUNWAY PAINT MACHINE **	-	70	-	-	-	-	-	-	-	70
WEED SPRAYER **	-	20	-	-	-	-	-	-	-	20
TRACTOR ADD ON COMPONENTS **	-	-	-	-	-	25	-	-	-	25
	=	<u>90</u>	<u>45</u>	=	=	<u>25</u>	=	<u>45</u>	=	<u>205</u>
TOTAL	585	1,375	323	218	982	1,751	832	1,095	832	7,993

NOTE:
*** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

REVOLVING LETTER OF CREDIT (RLOC)	THE PROVIDENT BANK
AMOUNT OF CREDIT FACILITY	15,000
AMOUNT CURRENTLY AVAILABLE	15,000
TERM DATE	12-31-2022
PURPOSE	TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.
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 04-30-2019	BALANCE AT 06-30-2018	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
CITY OF PORTSMOUTH	116	233	12-31-2020	4.50
	<u>116</u>	<u>233</u>		
WEIGHTED AVERAGE	4.50	4.50		



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



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

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
OPENING FUND BALANCE	<u>1,397</u>	<u>1,346</u>	<u>1,188</u>	<u>1,183</u>	<u>1,147</u>	<u>954</u>	<u>902</u>	<u>835</u>	<u>612</u>	<u>1,397</u>
SOURCES OF FUNDS										
FACILITY RENTALS	62	62	63	63	63	65	65	65	65	572
FUEL SALES	35	35	40	35	35	35	30	30	25	300
PARKING FEES	30	40	40	40	25	20	10	-	-	205
REGISTRATIONS / WHARFAGE	-	-	25	-	-	25	-	-	25	75
CONCESSION REVENUES	10	10	30	10	-	-	-	-	-	60
MOORING FEES	-	-	-	-	-	-	-	-	100	100
	<u>137</u>	<u>147</u>	<u>197</u>	<u>148</u>	<u>123</u>	<u>145</u>	<u>105</u>	<u>95</u>	<u>215</u>	<u>1,312</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	100	240	105	100	245	100	95	240	100	1,325
FUEL PROCUREMENT	35	30	25	40	30	45	30	40	30	305
UTILITIES	13	12	12	12	12	14	15	15	16	121
GENERAL AND ADMINISTRATIVE	15	13	12	12	14	13	12	13	14	118
BUILDINGS AND FACILITIES	15	10	10	10	15	15	10	10	10	105
PROFESSIONAL SERVICES	-	-	10	-	-	10	-	-	10	30
CAPITAL EXPENDITURES AND OTHER	10	-	-	10	-	-	10	-	-	30
STATE OF NH- POST RETIREMENT	-	-	28	-	-	-	-	-	-	28
	<u>188</u>	<u>305</u>	<u>202</u>	<u>184</u>	<u>316</u>	<u>197</u>	<u>172</u>	<u>318</u>	<u>180</u>	<u>2,062</u>
NET CASH FLOW	<u>(51)</u>	<u>(158)</u>	<u>(5)</u>	<u>(36)</u>	<u>(193)</u>	<u>(52)</u>	<u>(67)</u>	<u>(223)</u>	<u>35</u>	<u>(750)</u>
CLOSING FUND BALANCE	<u>1,346</u>	<u>1,188</u>	<u>1,183</u>	<u>1,147</u>	<u>954</u>	<u>902</u>	<u>835</u>	<u>612</u>	<u>647</u>	<u>647</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - REVOLVING LOAN FUND

(RESTRICTED)

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
OPENING FUND BALANCE	171	180	189	148	160	170	72	84	95	171
SOURCES OF FUNDS										
LOAN REPAYMENTS	10	10	10	11	11	11	11	11	11	96
INTEREST INCOME-LOANS	2	2	2	2	3	3	3	3	3	23
INTEREST INCOME- FUND BALANCE	-	1	-	1	-	1	-	1	-	4
	12	13	12	14	14	15	14	15	14	123
USE OF FUNDS										
NEW LOANS ISSUED	-	-	50	-	-	110	-	-	-	160
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	2	3	2	2	3	2	2	3	22
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	3	4	53	2	4	113	2	4	3	188
	9	9	(41)	12	10	(98)	12	11	11	(65)
CLOSING FUND BALANCE	180	189	148	160	170	72	84	95	106	106



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth, NH 03801

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DM*
RE: Revolving Loan Fund- April Loan Closings
Date: May 9, 2019

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Revolving Loan Fund Documents" the Pease Development Authority entered into the following Loan Agreements during the month of April, 2019:

1. Borrower Ocean Pride Corporation, Inc.
Amount of Loan \$ 52,500
Interest Rate 4.00%
Closing Date April 11, 2019
Maturity Date April 11, 2029
Purpose Lobster Traps and Rope

2. Borrower Norman Byrne
Amount of Loan \$ 19,875
Interest Rate 4.00%
Closing Date April 19, 2019
Maturity Date April 19, 2024
Purpose Fishing Vessel

3. Borrower Two Devine Lobster Company
Amount of Loan \$ 23,625
Interest Rate 4.00%
Closing Date April 23, 2019
Maturity Date April 23, 2024
Purpose Federal Area I Lobster Permit



TAKING YOU THERE

ph: 603-433-6088

fax: 603-427-0405

www.peasedev.org



PEASE

INTERNATIONAL

DEVELOPMENT
AUTHORITY

35 International Center, Portsmouth, NH 03801

May 7, 2019

Via email sally.chope@siemens.com

Ms. Sally Chope
Siemens Gamesa Renewable Energy, Inc.
3500 Quadrangle Blvd.
Orlando, FL 32817

Re: Right of Entry for Use of Portion of North Apron
Portsmouth International Airport at Pease, Portsmouth, NH

Dear Ms. Chope:

This Right of Entry will authorize Siemens Gamesa Renewable Energy, Inc. (Siemens Gamesa) and/or any of its agents or contractors to enter upon a portion of the North Apron ("Premises") (see Exhibit A) from May 7, 2019 through July 31, 2019 for the purpose storing wind energy generating equipment on the Premises 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 31, 2019.

1. Siemens Gamesa 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. Siemens Gamesa'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. Siemens Gamesa expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Siemens Gamesa's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Siemens Gamesa further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Siemens Gamesa'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 or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of Siemens Gamesa'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.

(303) 600-3000 TAKING YOU THERE

35 International Center, Portsmouth, NH 03801

Page Two
May 7, 2019

Re: Right of Entry for Use of Portion of North Apron
Portsmouth International Airport at Pease, Portsmouth, NH

4. a. Siemens Gamesa agrees to provide PDA with satisfactory evidence that its insurance covers Siemens Gamesa and any of its agents and/or contractors for the operations designated in the terms of this Right of Entry. Said insurance shall include: a) commercial general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as additional insured; b) automobile liability insurance coverage in the amount of \$1,000,000.00; and c) workers' compensation coverage to statutory limits.

b. 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 Siemens Gamesa which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the rights of the additional insured, (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice 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.

c. In the event Siemens Gamesa is unable to provide satisfactory evidence of insurance for any of its agents and/or contractors, then, in that event, any agent or contractor of Siemens Gamesa not insured by Siemens Gamesa, shall provide PDA with satisfactory evidence of insurance as required in paragraphs 4.a. and b. above.

5. Siemens Gamesa understands and acknowledges that it shall coordinate with the PDA Airport Management Department for use of the Premises.

6. Siemens Gamesa covenants and agrees that at no time during the use of the North Apron shall trailers be placed within 200 feet of the area utilized by the National Guard.

7. Siemens Gamesa agrees to pay PDA a user's fee in the amount of Four Thousand Three Hundred Forty-Five Dollars and Eleven Cents (\$4,345.11) 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 Siemens Gamesa for the user's fee incurred during the previous month.

In addition to the users' fee, Siemens Gamesa agrees to pay for stationing airport security operations agents at the entrance gate to the Premises consistent with all TSA requirements. The cost for airport security agents will be billed at an hourly rate of \$33.00 (Monday through Friday 0700 to 1600) and \$49.50 (Monday through Friday 1600 to 0700 and Saturdays and Sundays for twenty-four hours).

8. Siemens Gamesa hereby acknowledges that vehicles will enter and exit the Premises through Gate 12. Access to Gate 12 must be arranged in advance through the PDA Airport Operations Department at (603) 433-6536.

9. This Right of Entry is subject to the receipt of a written FAA Determination that the project:
- a) poses no hazard to air navigation and
 - b) is determined to be compliant with the airports federal obligations and assurances.

Page Three
May 7, 2019

Re: Right of Entry for Use of Portion of North Apron
Portsmouth International Airport at Pease, Portsmouth, NH

This determination requires the applicant to file FAA Form 7460-1 "Notice of Proposed Construction or Alteration" with the FAA at least 45 days prior to the proposed project start date, which form has been filed by Moore Crane.

10. The North Apron is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of the Siemens Gamesa will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of the Siemens Gamesa to gain access to and remain on the North Apron. While in the SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met. Prior to accessing the North Apron, all persons providing SIDA escort must undergo verification of their criminal history for the past ten (10) years, attend a training class that is offered no more than once every two weeks and pay any applicable fees. Information regarding escort requirements can be obtained by calling the Airport Operations Department at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m. No representative, employee or agent of the Siemens Gamesa will be allowed in the SIDA without escorts meeting the requirements of the Pease International Airport Security Program

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

In the event the ROE Premises, or any portion thereof, are removed from the Airport District, Siemens Gamesa 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.

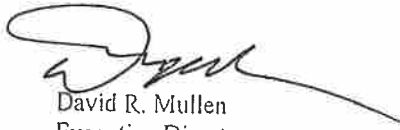
The Municipal Services Fee for agreements less than six months in duration is 10 % of the total fee assessed for the use of the property.

Page Four
May 7, 2019

Re: Right of Entry for Use of Portion of North Apron
Portsmouth International Airport at Pease, Portsmouth, NH

Please indicate by your signature or the signature of a duly authorized representative, the consent of the Siemens Gamesa to the terms of this Right of Entry and return the same to me before transporting to the North Apron begins.

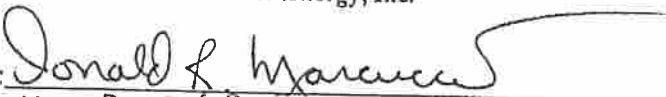
Sincerely,



David R. Mullen
Executive Director

Agreed and accepted this 7th day of MAY, 2019

Siemens Gamesa Renewable Energy, Inc.

By: 

Print Name: DONALD K. MARCUCCI

It's Duly Authorized: DIRECTOR PROJECT ACQUISITIONS

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

EXHIBIT "A"

PREMISES

NORTH ACCE

SITE #4

NEW HAMPSHIRE
AIR NATIONAL
GUARD

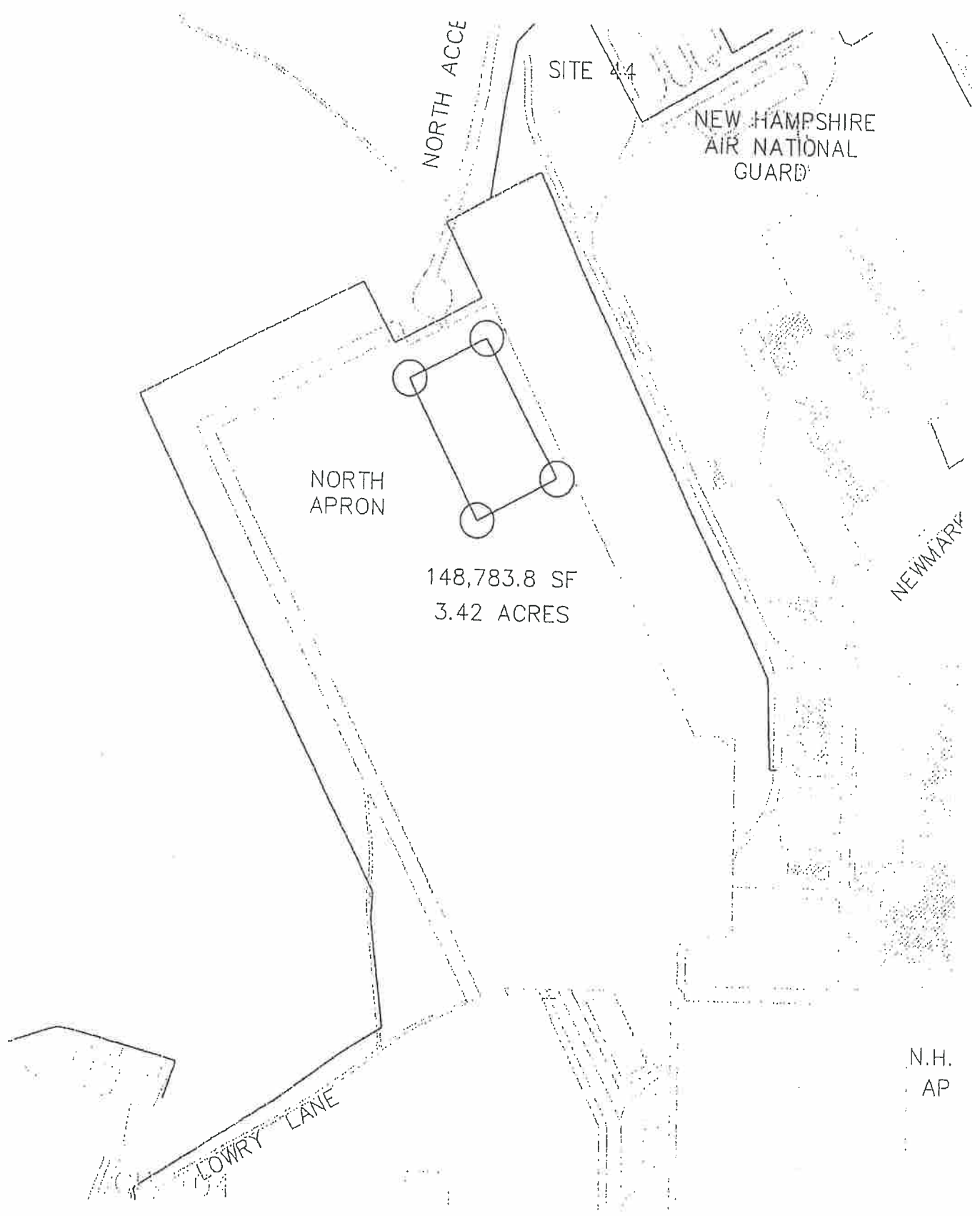
NORTH
APRON

148,783.8 SF
3.42 ACRES

NEWMARK

LOWRY LANE

N.H.
AP



May 9, 2019

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 June 19, 2019 through June 20, 2019 for the purpose of parking 25+/- vehicles and July 10, 2019 for the purpose of parking 150+/- vehicles in connection with a company meeting 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 June 20, 2019 and July 10, 2019, respectively.

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.

Page Two
May 9, 2019

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

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 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.

8. IAPP's agreement to be responsible for snow removal during the term of this Right of Entry if required.

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/rao

Page Three
May 9, 2019

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

Agreed and accepted this 9 day of May, 2019

**INTERNATIONAL ASSOCIATION OF
PRIVACY PROFESSIONALS**


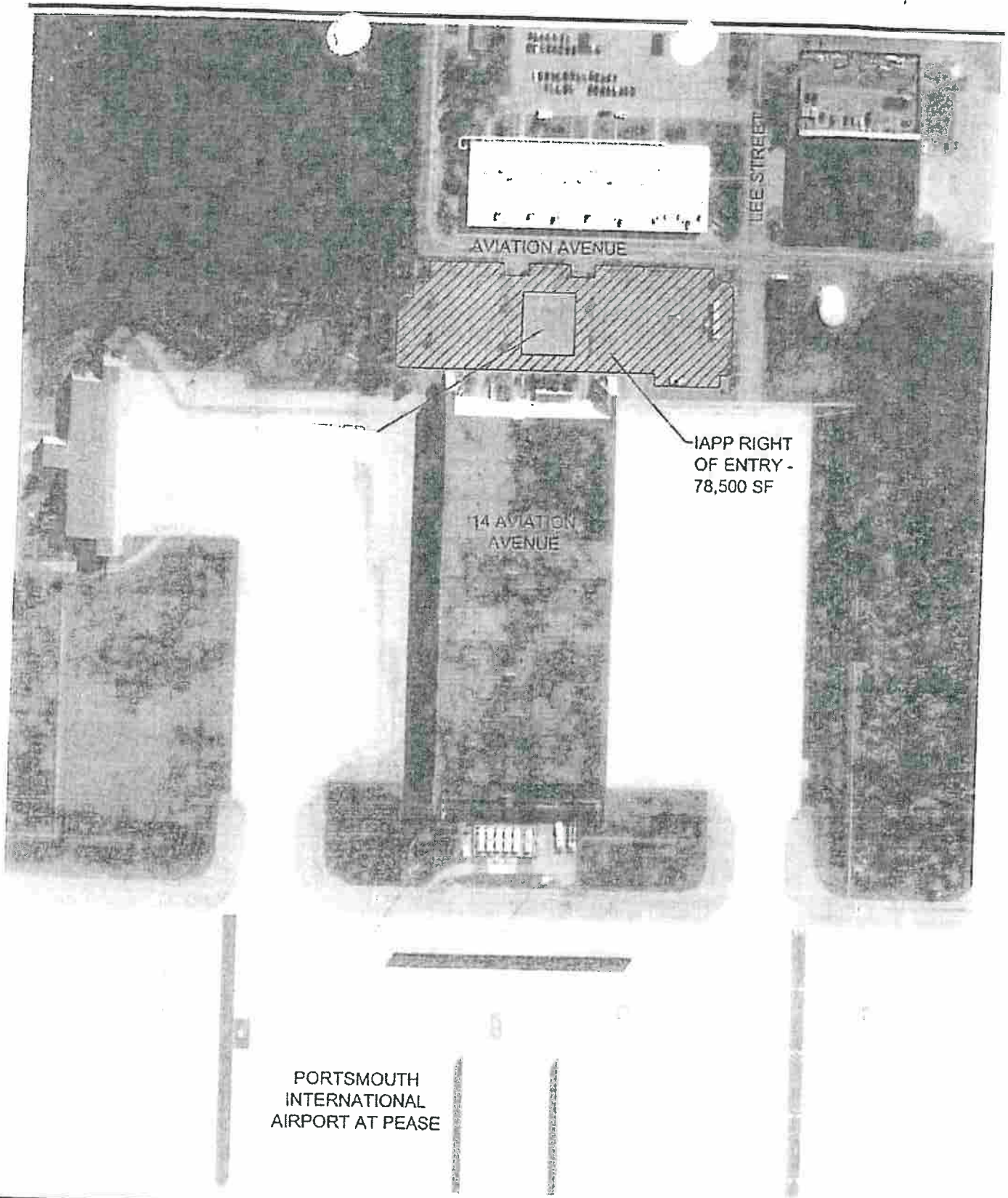
By: 
Print Name: Erik Moulton
Print Title: Facilities Spec.

EXHIBIT "A"

PREMISES



PROJECT: 14 Aviation Ave Right of Entry

DESIGNED BY: MRM


DATE: 7/6/18

SCALE: 1"=200'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director 
Date: May 8, 2019
Re: Sublease between 200 International, Limited Partnership and New England Controls Inc. (d/b/a NECI)

In accordance with the Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 200 International, Limited Partnership ("A200ILP") and:

- a. Tenant: New England Controls, Inc. (d/b/a: NECI)
Space: 4,982 square feet (Unit 290)
Use: General Office Use
Commencing: Five (5) years beginning on or about July 1, 2019.

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 200 International, Limited Partnership's continued primary liability for payment of rent and other obligations pursuant to the PDA/200 International, Limited Partnership Sublease.

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

MOTION

Director Loughlin:

The Pease Development Authority Board of Directors hereby:


- a. approves of the sale of the facility and the assignment of the Lease by GEB, Inc., to Rochester Electronics, LLC for the premises located at 20 Durham Street; and
- b. authorizes the Executive Director and General Counsel to negotiate and execute without limitation, such agreements and documents as shall be necessary or appropriate, in their opinion, to facilitate the sale of the facility and the assignment of the ground lease;

all in accordance with the memorandum of David R. Mullen, Executive Director, dated May 8, 2019 attached hereto.

N:\RESOLVES\2019\Assign & Assump of Lease Rochester Electronics 20 Durham St.docx

MEMORANDUM

To: Pease Development Authority Board of Directors

From: David R. Mullen, Executive Director 

Re: Assignment and Assumption of GEB, Inc. Ground Lease &
Sale of 20 Durham Street to Rochester Electronics, LLC

Date: May 8, 2019

GEB, Inc. entered into a Ground Lease with PDA on November 1, 1995. The original approved use of the facility when constructed was for the purpose of operating a tool steel manufacturing facility. In October of 2011, the Ground Lease was amended to expand the approved uses to include; manufacturing, machining and welding, component and equipment assembly and cleaning, research, shipping and receiving, general office and administrative uses and storage and warehouse business operations and related uses. The purpose for expanding the permissible uses was to accommodate a request by a new tenant of GEB, Inc. (Westinghouse) to use the facility for warehousing purposes, among other reasons.

Recently PDA was advised that Rochester Electronics, LLC, a global provider of semiconductors and headquartered in Newburyport, MA, intends to purchase the facility and to use it primarily for warehousing purposes. In conjunction with the sale of the facility GEB, Inc., is requesting permission to assign its remaining interest in the Ground Lease to Rochester Electronics, LLC. The Ground Lease includes a 25 year base term and three options of 5 years each and is set to expire in 16 years or on October 31, 2035.

Rochester Electronics, LLC will take an assignment of the Ground Lease as is. Once assigned, GEB, Inc. will continue to be primarily liable for performance of the obligations under the Ground Lease. Additionally the Ground Lease also includes a provision that all obligations of GEB, Inc. to indemnify, defend, hold harmless PDA and to make any monetary payment to PDA, shall survive the termination or expiration of the Ground Lease.

PDA believes that the request of GEB, Inc. is a reasonable one and that Rochester Electronics, LLC is a viable company which will be an excellent addition to the businesses located on the Tradeport.

Attached please find the Assignment and Assumption of the Ground Lease for your reference.

At the May 16th, 2019 meeting of the Board, please approve the sale of 20 Durham Street and the assignment of the GEB, Inc. lease to Rochester Electronics, LLC.

AFTER RECORDING RETURN TO:

DATE: _____, 2019

ASSIGNOR: GEB, Inc.
P. O. Box 1434
Hampton, NH 03843-1434
Attn: Eric Burgon, President

ASSIGNEE: 1635 Realty, LLC
c/o Rochester Electronics
16 Malcolm Hoyt Drive
Newburyport, MA 01950
Attn: Paul Gerrish

LANDLORD: Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Attn:

This Assignment and Assumption of Ground Lease (this “**Assignment**”) is made to be effective as of the _____ day of _____, 2019, by and between the Assignor and Assignee named above.

RECITALS:

WHEREAS, Assignor, as tenant, and Pease Development Authority (“**Landlord**”), as landlord, entered into that certain Sublease dated November 1, 1995, as amended by that certain Lease Amendment No. 1 dated October 12, 2011 (as so amended, the “**Ground Lease**”) by which Assignor leases certain real property described on Exhibit “A” attached hereto and certain improvements located thereon (the “**Property**”).

WHEREAS, a Notice of Lease was recorded on December 18, 1995 in the Rockingham County Registry of Deeds in Volume 3132, Page 1776 evidencing the Ground Lease (the “**Notice of Lease**”).

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of April 18, 2019 (the “**Purchase Agreement**”).

WHEREAS, Assignee desires to assume and Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under the Ground Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby conveys and assigns to Assignee all of Assignor’s right, title and interest in and to the Ground Lease. Assignor remains responsible for all liabilities and obligations of Assignor under the Ground Lease which accrued prior to the Closing (as defined in the Purchase Agreement).

2. Assumption. Assignee assumes and agrees to be bound by all of Assignor’s liabilities and obligations pursuant to the Ground Lease, and agrees to perform and observe all of the obligations, covenants and conditions contained in the Ground Lease, from and after the Closing.

3. Landlord Consent to Assignment. Pursuant to Section 19.2 of the Ground Lease and Section 5.5 of the Purchase Agreement, Assignor has obtained Landlord’s prior written consent to this Assignment, in form and substance satisfactory to the Assignee.

4. Assignor’s Affirmation of Obligations to Landlord. Assignor hereby affirms that its obligation to indemnify, defend and hold harmless Landlord and to make any monetary payment to Landlord shall survive the termination or expiration of the Ground Lease, as provided for in Section 26.20 of the Ground Lease.

5. Notice of Lease Property Description. Reference is made to the Notice of Lease which was recorded without a legal description of the “leased premises” as described therein. Assignor and Landlord hereby agree and Assignee hereby acknowledges that the legal description of the Property described on Exhibit “A” attached hereto is the same property referred to in the Notice of Lease as the “leased premises”.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Construction; Definitions. This Assignment shall be construed according to the law of the State of New Hampshire. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

8. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed and sealed as of the date indicated below.

ASSIGNOR:

GEB, INC.,
a New Hampshire corporation

By: _____
Name: Eric T. Burgon
Title: President
Date: _____

STATE OF NEW HAMPSHIRE

_____, ss _____, 2019

Before me, the undersigned notary public, personally appeared Eric T. Burgon, in his capacity as President of GEB, Inc., a New Hampshire corporation, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ASSIGNEE:

1635 Realty, LLC, a Delaware
limited liability company

By: _____
Name: Chris Gerrish
Title: Manager
Date: _____

By: _____
Name: Paul Gerrish
Title: Manager
Date: _____

STATE OF NEW HAMPSHIRE

_____, ss _____, 2019

Before me, the undersigned notary public, personally appeared Chris Gerrish, in his capacity as Manager of 1635 Realty, LLC, a Delaware limited liability company, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE

_____, ss _____, 2019

Before me, the undersigned notary public, personally appeared Paul Gerrish, in his capacity as Manager of 1635 Realty, LLC, a Delaware limited liability company, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED AND AGREED TO

LANDLORD:

PEASE DEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned notary public, this ____ day of _____, 2019, personally appeared _____, in his/her capacity as _____, of Pease Development Authority, whose name is signed on the preceding document, and such person acknowledged to me that he/she signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.

Notary Public:
My Commission Expires:

Exhibit A to Assignment and Assumption of Ground Lease

Leasehold interest in the following:

A certain tract of land, with any buildings thereon, in Portsmouth, Rockingham County, New Hampshire, being Lot 1 on a plan of land entitled Subdivision Plan for Touraine Paints USA, Inc., 20 Durham Street, Pease International Tradeport, County of Rockingham, Portsmouth, NH dated July 21, 1995, last revised 8/7/95 and recorded as plan D-24337 in the Rockingham County Registry of Deeds, bounded and described as follows:

Beginning at a point on the northerly side of Durham Street at an iron rod set, East, thence
Turning and running North $31^{\circ} 30' 06''$ West, for a distance of 114.31 feet, to a point; thence
Turning and running South $76^{\circ} 00' 45''$ East, a distance of 231.74 feet, to a point; thence
Turning and running North $12^{\circ} 13' 46''$ East, a distance of 353.22 feet, to a point; thence
Turning and running South $31^{\circ} 30' 06''$ East, a distance of 1203.49 feet to a point; thence
Along a curve to the right with a radius of 25' a distance of 40.85'; thence
Turning and running South $62^{\circ} 08' 03''$ West, a distance of 380.82 feet, to the point of beginning.

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DPM*
RE: Environmental Contract Report
DATE: May 8, 2019

I am pleased to report that last month Pease Development Authority (PDA) authorized Ransom Consulting, Inc. to proceed with two (2) task assignments associated with the CLF settlement and PDA's pending ms4 permit application.

1. The first task assignment, in the amount of \$41,545, directed Ransom to establish a baseline inventory of impervious surface areas and update the information yearly until January of 2024; and
2. The second task assignment, in the amount of \$5,318, directed Ransom to conduct baseline storm water sampling for the pending application.

All work will be in conformance with the terms of Ransom's on- call agreement.

MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to enter into a three (3) year agreement with two (2) additional one (1) year options exercisable on the sole discretion of the Executive Director with Compass Facility Services, for the purpose of janitorial services to Pease Development Authority facilities (Division of Ports and Harbors Market Street Facility, Portsmouth International Airport at Pease, Pease Golf Course and the PDA Corporate Offices) in a projected bid amount of \$203,432.00 per year; all in accordance with the memorandum of Paul Brean, dated May 8, 2019, attached hereto.

N:\RESOLVES\2019\Janitorial Services - 0516.docx



PEASE
INTERNATIONAL

DEVELOPMENT
AUTHORITY

55 International Drive, Portsmouth, NH 03801

MEMORANDUM

To: David R. Mullen, Executive Director *DRM*
From: Paul Brean, Airport Director *PB*
Re: Janitorial Services Pease Development Authority Properties
Date: May 8, 2019

In April, 2019, the Pease Development Authority (“PDA”) issued a Request for Qualifications (“RFQ”) for janitorial services at all PDA properties. In the RFQ a clear description was presented for janitorial services to be conducted at Division of Ports and Harbors Market Street Facility, Portsmouth International Airport at Pease, Pease Golf Course and the PDA Corporate Office. To ensure the janitorial needs of each facility was identified, a Selection Panel was created consisting of:

Paul Brean	Airport Director
Scott Devito	Golf Course General Manager
Francis Frank	Supervisor, Airport Maintenance
Captain Geno Marconi	Port Director
Maria Stowell	Engineering Manager

On May 8, 2019, four responses to the RFQ were received:

CityWide Maintenance of New Hampshire	Bedford, NH
Compass Facility Services	Georgetown MA
Jan-Pro of Northeast	Nashua, NH
Twinn's Janitorial	Dover, NH

The Selection Panel evaluated each proposal based on the criteria identified in the RFQ with strong consideration to staffing plans. The Selection Panel determined two vendors met the qualifications to perform janitorial services at PDA properties. Compass Facility Services and Jan-Pro of Northeast were invited to a pre-bid meeting and site tour on April 25, 2019. Both companies were provided a Janitorial Services Bid Form and informed of the bid closing on May 8, 2019.

At the Janitorial Service Bid Opening on May 8, 2019 the PDA received one bid from Compass Facility Services for a Project Total of \$203,432.00 per year. This is an estimated cost of services as the quantity of labor hours was a per-year estimate for bidding purposes; therefore, actual billing rates will vary.

It is my recommendation to request approval of the Pease Development Authority Board of Directors at its May Meeting to enter a three (3) year agreement with two (2) additional one (1) year options for Janitorial Services with Compass Facility Services.



BID FORM

The UNDERSIGNED does hereby certify that the services to be furnished to the Pease Development Authority ("PDA") will meet all the specifications and requirements of the "Janitorial Services Bid Package," dated May 7, 2019.

The UNDERSIGNED hereby certifies that no employee, officer, or agent of the PDA, nor any member of their immediate family has any interest in the award of a contract herein; nor, is any such employee, officer, or agent, employed by or about to become an officer or employee of any person, firm, partnership, or corporation which may benefit from the award of the contract herein.

The UNDERSIGNED must be familiar with all aspects of the service agreement and be familiar with the conditions of the site of the Janitorial services to be provided.

This agreement is based on the foregoing issued before execution of this agreement and any amendments hereafter to be made.

The PDA will award the contract for Janitorial Servicing to the lowest responsible bidder. All bid values will be based on the total of all items listed in this bid form. The PDA reserves the right to reject any and all proposals to waive any informality.

The Pease Development Authority reserves the right to reject any or all bids and to waive any informalities.

This bid shall not be withdrawn within 60 days after the actual date of opening.

The quantities listed are estimates only. **Payment will be based on actual quantities.** The Pease Development may add or delete work items depending upon need and available resources.

Upon receipt of notice of acceptance of this bid, the undersigned will deliver the required insurance certificates and bond, and execute a Contract.

The following addendum language is included in the event addendums need to be issued:

Proponent acknowledges receipt of the following addenda:

Addendum No. _____
Signature _____ Date _____

Addendum No. _____
Signature _____ Date _____

Addendum No. _____
Signature _____ Date _____

Respectfully submitted by:

Compass Facility Services, Inc.
Company _____

Chris Fallon
Signature _____

Chris Fallon, Director of Business Development
Print or Type Name and Title _____

65 Jackman Street, Georgetown, MA 01833
Address _____

(978) 352-7600 cfallon@compassfacility.com
Telephone and Email address _____

05/07/2019
Date _____

BID FORM
JANITORIAL SERVICES FOR
PEASE DEVELOPMENT AUTHORITY

ITEM NO.	DESCRIPTION	QUANTITY Per-year estimated	Price per Occurrence	TOTAL
1	Cleaning services for PDA Administrative Office	104	\$ 71.00	\$ 7,384.00
2	Cleaning services for Airport Management Office	104	\$ 35.00	\$ 3,640.00
3	Cleaning services for Air Traffic Control Tower	104	\$ 48.00	\$ 4,992.00
4	Cleaning services for PDA Maintenance Building	104	\$ 34.00	\$ 3,536.00
5	Cleaning services for Golf Course Club house	364	\$ 66.00	\$ 24,024.00
6	Cleaning services for Golf Course Maintenance	52	\$ 28.00	\$ 1,456.00
7	Cleaning services 555 Market Street (DPH)	104	\$ 68.00	\$ 7,072.00
8	Cleaning services for Portsmouth International Airport Terminal	365	\$ 298.00	\$ 1,087.70
9	Hourly rate for cleaning services for Portsmouth International Airport Terminal during scheduled flight activity.	1,000 Hours	\$ 22.00	\$ 22,000.00
10	Window Cleaning for Airport Management Office	2	\$ 100.00	\$ 200.00
11	Window Cleaning for PDA Maintenance Building	2	\$ 100.00	\$ 200.00
12	Window Cleaning for PDA Administrative Office	2	\$ 360.00	\$ 720.00
13	Window Cleaning for 555 Market Street (DPH)	2	\$ 170.00	\$ 340.00
14	Carpet Extraction for PDA Administrative Office	2	\$ 1,188.00	\$ 2,376.00
15	Carpet Extraction for Airport Management Office	2	\$ 192.00	\$ 384.00
16	Carpet Extraction for Air Traffic Control Tower	2	\$ 50.00	\$ 100.00
17	Carpet Extraction for PDA Maintenance Building	2	\$ 54.00	\$ 108.00
18	Carpet Extraction for Golf Course Club house	2	\$ 295.00	\$ 590.00

19	Carpet Extraction for Golf Course Maintenance	2	\$ 18.00	\$ 36.00
20	Carpet Extraction for 555 Market Street (DPH)	2	\$ 540.00	\$ 1,080.00
21	Carpet Extraction for Portsmouth International Airport Terminal	2	\$ 480.00	\$ 9,600.00
22	Emergency Cleaning for Pease Development Authority wide facilities.	100 Hours	\$ 45.00	\$ 4,500.00
PROJECT TOTAL				\$ 203,432.00

The listed unit prices shall include all labor, materials, equipment, incidentals, expenses, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the actual date of the bid opening.

The Bidder agrees that the Owner may reduce the quantities under any bid item or may delete work items altogether if necessary to bring the contract awarded within funds available to finance the project. The Owner may also adjust the work in the event of a change in building occupancy. Such reduction or deletion of work shall not constitute a basis for withdrawal of this proposal or for adjustment of the unit or lump sum prices bid.

The Contract will be awarded to the Bidder with the lowest Project Total.

Upon receipt of written notice of acceptance of this bid, Bidder will execute a formal contract, to be prepared by the Owner, within 10 calendar days. The bid security attached in the sum of \$ 11,800.00 is to become the property of the Owner in the event the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

MINIMUM INSURANCE REQUIREMENTS

TO: ALL CONTRACTORS, 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:** Four million dollars (\$4,000,000) commercial general liability coverage per occurrence and 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.

SAMPLE CERTIFICATE OF INSURANCE FORM

ACCORD CERTIFICATE OF INSURANCE

PRODUCER
SAMPLE FORMAT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CONTRACTOR
NAME AND ADDRESS

COMPANIES AFFORDING COVERAGE

COMPANY A
COMPANY B
COMPANY C
COMPANY D

COVERAGES: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP.	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur GENL. AGGREGATE LIMIT APPLIES PER: Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Loc				GENERAL AGGREGATE PRODUCTS-COMP/OP PERSONAL&ADV INJURY EACH OCCURRENCE FIRE DAMAGE MEDICAL EXPENSES	\$4,000,000.00 \$ \$ \$4,000,000.00 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage (Per accident)	\$1,000,000.00 \$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - EA Accident Other Than Auto Only	\$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible <input type="checkbox"/> Retention				Each Occurrence Aggregate	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Statutory Limits Each Accident Disease Policy Disease Each Employee	\$ 100,000 \$ 500,000 \$ 100,000
	OTHER Professional Liability Environmental/Pollution Liability					\$1,000,000 \$1,000,000

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Project address. Pease Development Authority is named as Additional Insured. With the exception of workers compensation coverage, a waiver of subrogation is included with respect to applicable coverages. Coverage shown is primary and non-contributing with respect to any insurance carried by Pease Development Authority.

CERTIFICATE HOLDER Pease Development Authority 55 International Drive Portsmouth, NH 03801	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail 30 days written notice to the named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
AUTHORIZED REPRESENTATIVE: _____	

LIABILITY
LIMITS Coverage
 \$4,000,000 Per Occurrence and Per Project Aggregate

AUTOMOBILE LIABILITY
 \$1 Million minimum

WORKERS COMPENSATION
 Meets NH statutory requirements

PROFESSIONAL LIABILITY
 \$1 Million minimum
 If applicable

ENVIRONMENT POLLUTION LIABILITY
 \$1 Million minimum
 If applicable

ADDITIONAL INSURED
 Pease Development Authority is named as Additional Insured

PRIMARY INSURANCE WAIVER OF SUBROGATION
 Required
 Mail Certificate to Certificate Holder
Cancellation Clause
 Shall assure 30 days written notice



A310™ – 2010 Bid Bond

CONTRACTOR:
(Name, legal status and address)
Compass Facility Services Inc.
65 Jackman Street
Georgetown, MA 01833

SURETY:
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$5% of bid amount

PROJECT:
(Name, location or address, and Project number, if any)
PDA Janitorial Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of May 2019

COMPASS FACILITY SERVICES INC.
(Principal) *(Seal)*


(Witness)

(Title)

Berkley Insurance Company
(Surety) *(Seal)*



(Witness)



(Title) Laurence R. Hall, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Peter F. Sennott; Robert E. Sennott; Thomas E. DiGiuseppe; Audrey A. McMahon; Mary Kinchla; Laurence R. Hall; or Stephen P. Gill of SIA, Inc. dba Sennott Insurance Agency of Topsfield, MA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of February, 2017.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafler
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of February, 2017, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of May

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

MOTION

Director Bohenko:

That in conjunction with the Portsmouth International Airport at Pease (PSM) Runway Reconstruction Project, the Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to:

- (1) accept a grant offer for the runway reconstruction at Portsmouth International Airport at Pease including up to \$16,083,196;
- (2) accept up to \$892,771.04 in matching funds from NHDOT Division of Aeronautics;
- (3) expend up to \$892,771.04 in PDA matching funds;
- (4) authorize the Executive Director to enter into a contract with Pike Industries for the PSM Runway Reconstruction project in an amount up to \$22,598,687.36;
- (5) authorize the Executive Director to enter into contracts with Hoyle, Tanner & Associates for the construction phase engineering services in an amount up to \$1,274,100, and \$43,000 for additional taxiway design;
- (6) authorize the Executive Director to enter into a contract with ADB Safegate for ALCMS equipment in the amount of \$14,436.78;

- (7) authorize the Executive Director to execute a MCCA based upon cost sharing substantially similar to that described in this memorandum;
- (8) accept a grant offer for an FAA Reimbursable Agreement associated with the runway reconstruction at Portsmouth International Airport at Pease including \$129,987 in AIP funding from FAA;
- (9) accept \$7,221 in matching funds from NHDOT Bureau of Aeronautics;
- (10) expend \$7,222 in PDA matching funds; and
- (11) authorize the Executive Director to enter into an FAA Reimbursable Agreement in the amount of \$144,430.

all in accordance with the memorandum from Maria Stowell, Engineering Manager dated May 8, 2019, attached hereto.

MEMORANDUM

To: David R. Mullen, Executive Director *DM*
 From: Maria J. Stowell, P.E., Engineering Manager *Maria*
 Date: May 8, 2019
 Subject: PSM Runway Reconstruction

During the last two years, Hoyle, Tanner & Associates (HTA) has been working for PDA to design and bid the project to reconstruct the PSM runway. Bids for the work were opened in mid-April and, at the beginning of this month, two grant applications were submitted to FAA to secure funding. Separate grant applications are needed to comply with FAA procedures. The larger of the two grants will cover the construction and engineering oversight. A smaller grant will cover work by FAA. This memo will describe the work to be accomplished under each grant along with costs, and will request the Board approval needed to implement the project.

Runway Reconstruction Grant

The following categories of work will be conducted under the reconstruction grant.

Work by Contractor: Bids to complete the work to construct the project were opened on April 16th. The project generally consists of: milling and overlaying bituminous pavement; removing and replacing concrete pavement; pavement painting and grooving; replacing runway lights and signs; replacing nav aids, airfield lighting control system components, and the runway pavement sensor system; and, improving airfield drainage. Pike Industries submitted the low bid of \$22,598,687.36.

	Pike Industries, Inc.	Continental Paving, Inc.	Engineer's Estimate
Bid Results	\$22,598,687.36	\$26,290,982.50	\$27,653,965.00

Construction Phase Engineering Services: HTA has submitted a scope and fee proposal for the construction phase. The services include: administration of all grant requirements; full time resident engineering; surveying; environmental permitting support; and, materials testing. The cost is \$1,274,100. The amount has been independently verified and has been accepted by FAA.

Additional Design Services: Due to a change in FAA specifications, it became clear that this project presented an opportunity to realize savings by concurrently reconstructing Taxiways 'B' and 'C.' The additional money for HTA to provide design drawings is \$43,000 and is included in this grant application. The amount has been independently verified and has been accepted by FAA.

PDA Force Account Work: To allow the contractor access to the airfield, PDA will need to post employees at one or more airfield gates. These gate guards will inspect all vehicles before allowing entry. The estimated cost of providing the gate guards is \$106,000.

Airport Lighting Control and Monitoring System (ALCMS) Touchscreen Panels: PSM’s current ALCMS is manufactured and supplied by ADB Safegate. For compatibility, replacement parts need to be procured from the same supplier. PDA has elected to conduct a direct purchase from ADB Safegate, rather than bear the extra overhead costs incurred by inclusion in the construction contract. The contract amount will be \$14,436.78.

The total for these five work items is \$24,034,885. The project will be funded by four sources: FAA; NH Air National Guard (“NH ANG”); NHDOT Bureau of Aeronautics (“NHDOT”); and, PDA. The percentage of funding varies by the particular construction items. The estimated shares for each party, as presented in the grant application, are:

FAA	\$16,083,196.00
NH ANG	\$ 6,166,146.92
NHDOT	\$ 892,771.04
PDA	\$ 892,771.04

Please be aware that the shares are subject to change based on the grant award, however the PDA share will not exceed the stated amount.

NHANG and PDA will document the funding contributions with a Military Cooperative Construction Agreement (“MCCA”). PDA and ANG have collaborated on other projects through an MCCA and we are familiar with the required forms and conditions.

Runway Reimbursable Agreement Grant

During the reconstruction, FAA personnel will provide project oversight and conduct flight checks to support and maintain the instrument landing systems and check new visual approach aids. The FAA work is documented in a Reimbursable Agreement covered under a separate grant. The cost of the FAA work is \$144,430 and will be shared by FAA, NHDOT and PDA.

FAA	\$129,987
NH DOT	\$ 7,221
PDA	\$ 7,222

Approvals Required

At next week’s Board meeting, please seek approval to:

1. Accept a grant offer for the runway reconstruction at Portsmouth International Airport at Pease including up to \$16,083,196 in AIP funding from FAA;
2. Accept up to \$892,771.04 in matching funds from NHDOT Bureau of Aeronautics;
3. Expend up to \$892,771.04 in PDA matching funds;
4. Authorize the Executive Director to enter into a contract with Pike Industries in the amount of \$22,598,687.36
5. Authorize the Executive Director to enter into contracts with Hoyle, Tanner & Associates in the amount of \$1,274,100 for construction phase engineering services, and \$43,000 for additional taxiway design;

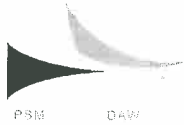
6. Authorize the Executive Director to enter into a contract with ADB Safegate for ALCMS equipment in the amount of \$14,436.78.
7. Authorize the Executive Director to execute an MCCA based upon cost sharing substantially similar to that described in this memorandum;
8. Accept a grant offer for an FAA Reimbursable Agreement associated with the runway reconstruction at Portsmouth International Airport at Pease including \$129,987 in AIP funding from FAA;
9. Accept \$7,221 in matching funds from NHDOT Bureau of Aeronautics;
10. Expend \$7,222 in PDA matching funds; and,
11. Authorize the Executive Director to enter into an FAA reimbursable agreement in the amount of \$144,430.

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director
RE: Golf Advertising Report
DATE: May 8, 2019

For the current golf season, Pease Golf Course has entered into two advertising contracts as follows:

1. CTM Media Group, Inc. for the period of May 1, 2019 through September 30, 2019 for distribution of brochures to locations in the specified market sectors; and
2. WOSQ – FM Portsmouth (iHeartMedia) for scheduled weekly commercials.



PEASE
AIRPORT


MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

Memorandum

To: Paul Brean, Airport Director 

From: Sandra McDonough, Airport Community Liaison 

Date: 5/9/2019

Subj: Noise Report for April 2019

The Portsmouth International Airport at Pease received a total of four noise inquiries in April, 2019. Three of the inquiries were for fixed wing aircraft and one inquiry was for a rotor-wing aircraft.

One of the fixed wing inquiries was from a resident in downtown Portsmouth concerning a single engine aircraft flying in circles near North Mill Pond. After speaking with Air Traffic it was determined that the aircraft had permission to fly in the class D airspace for a photo shoot. The last two fixed wing inquiries were concerning the noise from a group of F-16's deploying overseas that left in two groups starting at 5:00 AM. The Air Force published the F-16's arrival and departure but did not give specific time due to security.

The fourth caller was inquiring about a red helicopter flying over his home in downtown Portsmouth.

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.

**PEASE DEVELOPMENT AUTHORITY
Residential Housing Committee**

AGENDA

AGENDA

Date: April 18, 2019
Time: 11:30 A.M.
Place: Pease Development Authority, 55 International Drive, Pease International Tradeport

- I. Call to Order (Smith)
 - A. Acknowledge Valerie Rochon, President of the Portsmouth Chamber of Commerce, as a member of the Committee *
- II. Approval of Minutes
 - A. February 21, 2019*
- III. Public Comment
- IV. Old Business
 - A. Distribution of Existing Conditions Report City of Portsmouth 2015 Master Plan Update – HOUSING.*
 - B. Distribution of Existing Conditions Report City of Portsmouth 2015 Master Plan Update – ECONOMIC DEVELOPMENT.*
- V. New Business
 - A. Introduction of Committee Guests:
 - 1. Eric Katz from Katz Group *
 - 2. Chad Kageleiry from Summit Land Development *
 - 3. Jay Bisognano from Torrington Properties *
 - 4. Representative from Elm Grove Companies
 - B. Councilor Perkins will moderate the Panel Discussion with developers regarding how they would approach and evaluate the feasibility of residential housing development at Pease. PDA Staff will be available to address existing zoning, regulatory and environmental challenges, as requested.
 - C. Distribution of map prepared by City of Portsmouth
- VI. Committee Discussion
 - A. Requests for additional Information

VII. Meeting Schedule

A. Next Meeting Thursday, May 23, 2019 at 8:30 a.m.

B. Next Meeting Agenda Topic

VIII. Public Comment

IX. Adjournment

X. Press Questions

- * Related material attached
- ** Related material previously distributed
- *** Related material to be sent under separate cover

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a lease with Airline Data Inc. of Dallas, Texas for proprietary information to be used for air service development at Portsmouth International Airport at Pease (“PSM”). The lease will be for a three (3) year commitment commencing as of July 1, 2019 through June 30, 2022. The fee associated with this lease will be \$15,600 for the first year and \$7,800 per year for the second and third years; all in accordance with the memorandum of Paul Brean, dated May 2, 2019 attached hereto.


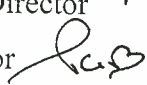
In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

1. Airline Data Inc.’s Airport Catchment Analytics Data is the only database that contains pre-adjusted ready to use point of origin sales passenger and revenue data by U.S. airports. This dataset contains data from every U.S. airline and is compiled from a variety of airline ticketing sources that ensures full inclusion of ultra-low cost passengers from virtually every potential booking channel.

2. Due to the varied seasonal schedules of airlines serving PSM, access to timely data is critical to determine and implement seasonal service changes. Airline Data Inc.'s Hub Data Set is a web based application that provides real time data that is always accessible to the subscriber allowing the airport and airline to converge quickly and make fast educated decisions.
3. Airline Data Inc.'s Airport Catchment Analytics Data is the only data suite in existence that accurately quantifies such data in a credible pre-adjusted, ready to use format. PSM would be unable to internally adjust a conventional database due to the small Air Service Development Team at PSM.

Note: This motion requires 5 affirmative votes.

Memorandum

To: David R. Mullen, Executive Director 
From: Paul E. Brean, Airport Director 
Date: May 2, 2019
Subj: Airline Data Inc. Database and Software Lease Agreement

Portsmouth International Airport at Pease (“PSM”) is continually looking to enhance scheduled air service to better serve users in the Seacoast Region. Improved air service generates many benefits to the community including enhanced access for business travelers, tourists, and people visiting friends and relatives. In order to provide a business case for new service to a prospective airline, the airport must obtain data on the travel characteristics of passengers using surrounding airports through a “catchment study”. As airlines have evolved into “Travel Companies” conventional catchment studies are outdated as route decisions are also determined by hotel, rental car, and entertainment purchases by the consumer.

The last airport catchment study conducted for PSM was in 2003 by Sabre Systems which primarily focused on outbound ticket sales by travel agent zip code. Conventional zip code based studies lack the ability to access ultra-low cost carrier’s information and have no ability to assess traveler’s characteristics beyond the airport. In order to make sound decisions, airlines now expect an airport to present an abundance of information on the passenger catchment and provide a continuous report card of route performance.

Airline Data Inc. of Dallas, Texas combines commonly available internet browsing based data, Hospitality Industry information and Department of Transportation data to create specific catchment analyses for airports. This unique blend of point of sales data is combined with a myriad of internet IP-based location data that provides the customer’s location, where they departed from, where they are going and what they are doing. Access to Airline Data Inc.’s database will allow our Air Service Development Team to access data 24 hours a day and have the opportunity to pull up real time information during air service development discussions with prospective airlines.

In order to conduct a modern catchment study two (2) Airline Data Inc. product subscriptions are required. The first product is “The Hub” that is a robust database which provides domestic and international traffic data for all airlines. This data needs to be combined with “Airport Catchment Analytics Data” (“ACA”) which identifies the travel characteristics of the consumer.

The combination of these data suites creates the real-time database which supports modern day decision-making.

A three (3) year subscription is required for access to “The Hub” at a cost of \$7,800 per year. The “ACA Catchment” is \$7,800 per year and does not require an annual commitment. The total cost to conduct an IP-based inbound/outbound catchment study would be \$31,200 and would be funded in the Airport Marketing Budget.

“The Hub”	Year 1:	\$7,800
	Year 2:	\$7,800
	Year 3:	\$7,800
“ACA Catchment”	Year 1:	\$7,800
	Year 2:	\$7,800/optional
	Year 3	\$7,800/optional

I am requesting you seek Pease Development Authority Board of Directors approval to enter a lease agreement with Airline Data Inc. and to waive the formal RFP process based on the following:

1. Airline Data Inc.’s Airport Catchment Analytics Data is the only database that contains pre-adjusted ready to use point of origin sales passenger and revenue data by U.S. airports. This dataset contains data from every U.S. airline and is compiled from a variety of airline ticketing sources that ensures full inclusion of ultra-low cost passengers from virtually every potential booking channel.
2. Due to the varied seasonal schedules of airlines serving PSM access to timely data is critical to determine and implement seasonal service changes. Airline Data Inc.’s Hub Data Set is a web based application that provides real time data that is always accessible to the subscriber allowing the airport and airline to converge quickly and make fast educated decisions.
3. Airline Data Inc.’s Airport Catchment Analytics Data is the only data suite in existence that accurately quantifies such data in a credible pre-adjusted, ready to use format. PSM would be unable to internally adjust a conventional database due to the small Air Service Development Team at PSM.

Thank you for your consideration.

Order Form for Online Databases from Airline Data Inc

Bill To:

Name: Paul Breen PDA Director of Aviation	Phone: REQUIRED
Company: Portsmouth International Airport	Fax:
Address: 55 International Dr	Email: REQUIRED
City: Portsmouth	ST: NH Zip: 03801

Products:

Products:	Total Annual Cost
"The HUB":	<i>Includes O&D, T100, Schedules, Mapping/Graphing, Unlimited Customer Support</i>
Year 1: July 1, 2019 to June 30, 2020	\$7,800
Year 2: July 1, 2020 to June 30, 2021	\$7,800
Year 3: July 1, 2021 to June 30, 2022	\$7,800
3 Year Agreement <u>Required</u> for "The Hub"	
"ACA Catchment Data":	
Year 1: July 1, 2019 to June 30, 2020	\$7,800
* Year 2: July 1, 2020 to June 30, 2021	\$7,800
* Year 3: July 1, 2021 to June 30, 2022	\$7,800
* Year 2 and 3 are <u>Optional</u> for "ACA Catchment Data" and based on mutual agreement prior to the Term starting	
All Products Billed Monthly	

Customer's Authorization:

Acceptance by Airline Data Inc

Name:	Name: Jeff Pelletier
Title:	Title: Managing Director- Sales and Marketing
Date:	Date: 4/12/19

Signature:

Signature:

This order is subject to all Terms and Conditions of the attached Contract # 20190419
5310 Harvest Hill Road, Suite 242, Dallas, Texas 75230 800 345-2876



MOTION

Director Torr:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$28,165.00 for the following legal services rendered to the Pease Development Authority:

Sheehan Phinney Bass + Green

Through March 31, 2019	\$ 116.00
Through March 31, 2019	\$ 6,351.00
Through March 31, 2019	\$ 1,276.00
Through March 31, 2019	<u>\$20,219.00</u>
TOTAL:	\$28,165.00

n\resolves\Legal Services 0516

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Regulatory Issues Relatng to Port Operations

CLIENT/CASE NO. 14713-16200
BILLING ATTORNEY: Robert P Cheney
Invoice Number: 335045

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$116.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$116.00

PREVIOUS BALANCE:	\$3,277.00

TOTAL BALANCE DUE:	\$3,393.00

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: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY: Robert P Cheney
Invoice Number: 335046

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$6,351.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$6,351.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$6,351.00

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: Wentworth - Douglas Ground Lease

CLIENT/CASE NO. 14713-19809
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$1,276.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$1,276.00

BALANCE DUE:	\$1,276.00

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: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$15,399.00
TOTAL EXPENSES:	\$4,820.00

TOTAL THIS BILL:	\$20,219.00

BALANCE DUE:	\$20,219.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____



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

PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, MARCH 6, 2019

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

1. CALL TO ORDER

Chairman Groux called the meeting to order at 6:00 p.m.

2. APPROVE MINUTES

Don C. made a motion to accept the February 13, 2018 minutes, Brad 2nd, no further discussion, the council voted and the motion carried. It was noticed after the motion passed that the date was incorrectly listed as December 12, 2018 and was corrected to confirm they are approving the January 9, 2019 minutes as the December minutes were approved at the council's January meeting.

3. FINANCE REPORT

The Director reported that there is a salt ship in and another one will be coming right after this one leaves. The river tonnages and transits are up by about 20% over last year. The Division has the same # of ships year to date so far this year that we had for the entire fiscal year last year. Director distributed the Vessel Traffic and Tonnage spread sheet going back to 2001.

4. DIRECTOR'S REPORT

House Bill 557 (fund for dredging the seacoast) is still on the books, Director indicated he has been attended the meetings in association with this bill and has answered many questions regarding dredging. If the bill passes it would take effect July 1, 2019. Senator Abramson is the sponsor and Representative Hobson submitted the amendment. The bill passed committee 19-0 and has been referred to the Finance Committee. It was posted as a work session, he was not able to attend, but did send Chief Harbor Master Tracy Shattuck in his place. He reminded the Council that the dredge windows are November 15 to March 15 and the 2 projects will be done separately, in other words, not during the same dredge window. Discussion ensued regarding the 2 projects and included disposal options, bidding process etc. The Division is moving ahead with getting approval from the PDA Board of Directors for the Memo of Agreement with the Army Corp.

Roger asked about low sulfur marine diesel, he assumes there will be a substantial increase in price and asked if we should look at our processes for bunkering ships. Director reported that we seldom do bunkers here at this facility but yes, it would be something we would look at. Roger reported that some ships are using the fuel now as they all have to be switched out to by January 1st. Roger asked if the Director if he had any thoughts as to the increase in ships and more specifically it seems like there is a lot of road salt being brought in. Director went through the tonnage report and said in 2017 there were 157 ships and in 2018 there were 195. Total tonnage in 2017 was 2,538,502 and in 2018 was 3,105,349. Director let the council know there is an apprentice river pilot and explained the process of getting him certified as a pilot. Once he is, it will be a big help to the 2 Portsmouth Pilots that are currently doing the piloting work on the river. There was some further discussion regarding the traffic and tonnage report.

The Director reported that interest is up and the Division is getting inquiries for project cargo, Foreign-Trade Zone, laydown etc. There is an upcoming windmill project going on in Antrim and many ships agents are contacting us for information. Chris S. asked about resources for folks to find out about the Foreign-Trade Zones, Director replied that the FTZ has a website and we also have a link on our website. Roger suggested that if we do end up with the windmill components we take lots of photos and submit to Senator Waters to help promote the Port.

5. COMMITTEE REPORTS

Fisheries- Two things, Erik reported that the Right Whales issue is still in process. The latest news is regarding the vertical lines that are in the water, there will be an array of meetings coming up with the National Marine Fisheries Service. Issue 2 is the lobster fishery, they will have a tough time with bait this year, the herring fishery has been cut about 70% with not a lot of prospect for another bait source. Roger reported that the 4th National Climate assessment is out and the link was sent to the Council on the 7th. Erik said there is a coastal resources committee and DES put out a report regarding modeling for climate change and ocean rise etc. Further discussion. Director commented on the Coastal Resiliency bill regarding property owners having to vacate property due to ocean rise and how the municipalities will play a role in that process. Director mentioned several bills that are on the books that could have an effect on the Division facilities.

Moorings- Chris S. reported that the permit filing deadline passed on March 1st, we are in the late filing period ends on March 15th. No final numbers available just yet.

Maritime/Public Affairs- Don reported that there hasn't been any meetings due to snowstorms. Geno said he's been having initial meetings with Chad and Phil, Portsmouth PD and Portsmouth FD regarding the Eagle visit.

Dredging-The Hampton/Seabrook dredging project Memo of Agreement is on the agenda to be approved by the PDA Board at their next meeting. The MOA will outline each party's responsibilities. There are four options on the table for funding the Divisions portion of the cost, 1) HB 557, 2) Governors budget, 3) Public Works to put it in the Capital Budget, and 4) is to get authorization from the Capital Budget Overview Committee, which is not the ideal route as it would leave us a very small amount in our emergency fund.

Recreational Piers- Brad reported that the recreational piers are quiet, but heard from Judy in Rye that the summer storage is close to max and there is a waiting list already started for next winter. Director reported that storage in Rye generates about \$80,000 per year. Erik asked for an update on Rye repairs, Director said the Division is still working with FEMA and working on getting mitigation along the top of the Rip Rap walls.

6. NEW BUSINESS

None

7. OLD BUSINESS

Roger asked about the Bascule Bridge items that were to be sent out. Brenda reported that in the 3 weeks since the last meeting she has been very busy getting ready for the PDA board meeting as they have had some personnel changes but they will be sent out ASAP.

The Pda 500 Initial Proposed Rules, Moorings and Anchorages are on the table, all changes are red-lined. Don commented that 510.05 is being struck and transfers the liability of the mooring gear on the mooring holder. Don asked about 510.05 (e) regarding the special aquatic sites and who determines what is the "least possible impact". Chief Harbormaster Tracy Shattuck explained what a special aquatic site is and the process for obtaining an acceptable equipment (environmentally friendly). Tracy indicated that the mooring holder will submit a proposal to the Harbormaster which will be reviewed and a determination will be made. Chris S. asked

how many moorings might be impacted by the designation, Tracy answered it depends on the amount of Eel grass, it's a moving target, but right now, not that many. Chris asked for clarification regarding the near shore mooring definition (502.18.) His sense is that there is some gray area and that 50' may not be reasonable in some muddy areas as opposed to steep areas and perhaps if this definition was amended to include some of the areas within 50' of the mean high water mark, it might allow the Division to permit more moorings for smaller boats in some areas. Director replied that they have offered those areas to folks on the wait list in the past but once they see how close they are when the tide goes out typically they decline the offer. It is something to look at again and the Division will take his comments and work with them. He reminded the council that these are the initial proposals and that there is still a public hearing process and the rules could be amended further as a result of any comments received. After further discussion Erik made a motion to recommend the approval of the Pda 500 initial proposed rules to the PDA Board of Directors and to waive the 15 day comment period, Brad seconded the motion, no further discussion, all were in favor and the motion passed.

8. PUBLIC COMMENT

Peter Welch had a few comments, 1) he asked for clarification on the ship traffic report, the report is for the entire Piscataqua River, not just the Port terminal, 2) it is his observation that Newington's understands that SEA 3, is outputting more propane than they are taking in, more ships are coming in to remove propane than are being delivered, Director left to get the Feb transit report, according to the report that appears to be right, Director will send along the last 6 months year to date pilot reports for Peter's review, 3) Newington has been dealing with the Rockingham Planning Commission on sea rise and they have observed the sea level has already risen about 6" in the last 2 years. They have a lot of information and are projecting another 2-6' in the next 50 years. Erik asked for an update on the sale of the Josiah Beringer vessel, Director reported it was sold for \$55,000, which is for the boat, permit and lobster traps. Roger asked about the GHOST boat, Director confirmed they are paying rent and expects some activity when the weather breaks.

9. PRESS QUESTIONS

There were no members of the press present.

10. ADJOURNMENT

Don C. made a motion to adjourn, Erik A. seconded, and all were in favor. Meeting was adjourned at 7:20 PM.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: David Mullen, Executive Director, PDA *DM*
FROM: Geno J. Marconi, Director, DPH *GJM*
DATE: April 26, 2019
RE: Commercial Mooring For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Diane Szmyd.

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

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

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi
From: Tracy R. Shattuck, Chief H/M *TKS*
Re: Szmyd Commercial Mooring for Hire Application
Date: April 26, 2019

Diane Szmyd has shorefront property mooring permit #6292 in Sagamore Creek. She has advised that the property is a rental and that the tenant wishes to use the mooring. She is requesting that the mooring be issued as a Commercial Mooring for Hire.

With the file are the tax map and deed and tax bill. Ms Szmyd's assertion that the mooring is for the use of the occupying tenant is attached also.

I recommend approval of the application as it meets all criteria for a Commercial mooring for Hire permit.

Customer Number	3929	Mooring Field	Sag Creek	Date/Time Received	2-25-19
Permit No.	6292	Permit Fee	\$100.00	Check/Receipt No.	1960



PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBORS
 555 Market Street Portsmouth, NH 03801-3532 (603) 436-8500 Office (603) 436-2780 Fax

2019 - 2020

Due By March 1st

**INDIVIDUAL SHOREFRONT PROPERTY OWNER
 MOORING APPLICATION AND PERMIT**

Mailing Address:

DIANE K SZMYD
 41 HARBORVIEW DRIVE
 RYE, NH 03870

Permanent Address:

(If different than mailing address)

2 SAGAMORE GROVE
 PORTSMOUTH, NH 03801-

SECTION I - APPLICANT INFORMATION

IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON REVERSE SIDE OF FORM.

Applicant's Full Legal Name: DIANE K SZMYD

E-mail Address: lszmyd@comcast.net

Summer address (if different): _____

Telephone Number (including Area Code): Permanent: (603) 430-7813 Cell: (603) 498-5265
 Emergency: (603) 498-6092 Summer: _____

Send Mail To: Mailing Permanent Summer

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT

DO NOT CHANGE ANY PRE-ENTERED INFORMATION - SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

VESSEL NAME	NH STATE REG. NO.	PERMIT FEE	LGTH OVERALL	DRAFT	COLOR	TYPE OF VESSEL
No Name Assigned	NH2530XA	\$100.00	10.0	0.0	SLV	Power

Mooring Fee Schedule (effective 4/1/12) \$10.00 per foot length overall [LOA] for all shorefront property permitted moorings. Length overall is defined in NH Code of Administrative Rules 502.13 as the distance in feet of the vessel from stern to stern plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel.

Mooring Block: Weight: 0 lbs. Type: _____ Date of Last Inspection: _____
 Location: 297/850 Tax Map 201 Lot No. 3

SECTION III - CERTIFICATION AND SIGNATURE

"(1) If the vessel owner is an individual: 'I hereby certify that I am an owner in full or in part of the vessel described in this application;' (2) If the vessel owner is other than an individual; 'I hereby certify that the business organization, not-for-profit entity, or trust named as the applicant in this mooring permit application is the owner in full or in part of the vessel described in this application. I also certify that I am duly authorized on behalf of the applicant to make the forgoing certifications;' (3) If no New Hampshire state registration number is provided for the vessel; 'I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;' (4) I hereby certify that I, or the business organization, not-for-profit entity, or trust that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring; and (5) 'I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.' In addition, Shorefront reapplicants certify that, 'He or she remains an owner of the shorefront property described in the attached tax bill; and 'The mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill.'"

** Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. In the absence of a written exception, the permit may be rescinded. **

SIGNATURE OF APPLICANT

Diane K Szmyd

DATE: 2/19/19

PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - SHOREFRONT PROPERTY OWNER MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 2019 until March 31, 2020

Approved by Harbormaster:

[Signature]

Date: 3/11/19

[Signature]



City of Portsmouth, 2018 Property Tax Bill

1 Junkins Avenue, Portsmouth, NH 03801 (603) 610-7244

BILL FOR FISCAL YEAR 2019

To: SZMYD LUCIAN
SZMYD DIANE M

41 HARBORVIEW DR
RYE, NH 03870

Owner(s)

of Record: SZMYD LUCIAN SZMYD DIANE M

pd

Account: 28563	Map-Lot: 0201-0003-0000	Location: 2 SAGAMORE GRV
TAX RATE INFORMATION		ASSESSED VALUES
MUNICIPAL 7.68	Property Valuation: 770,500.00	First Half Tax Bill: (Due on 12/26/2018) 6,103.00
LOCAL EDUCATION 4.96	Net Valuation 770,500.00	Pre-payments First Half: 0.00
COUNTY 0.99	2018 ANNUAL TAX 12,205.00	Due First Half Bill: 6,103.00
STATE EDUCATION 2.21	2018 Net Annual Tax 12,205.00	Second Half Tax Bill: (Due on 6/03/2019) 6,102.00
Total Tax Rate: 15.84		Prepayments Second Half: 0.00
		Due Second Half Bill: 6,102.00

Confirm 164316

TAX RATE PER \$1000 OF NET ASSESSED VALUE

PLEASE KEEP THIS ENTIRE UPPER PORTION OF BILL FOR YOUR RECORDS

Detach at perforation above and mail this remittance coupon with your payment due. 6/03/2019

MAP/PARCEL NO	LOCATION	TAX YEAR	Invoice #	DUE DATE
0201-0003-0000	2 SAGAMORE GRV	2018	269577	6/03/2019

City of Portsmouth, 1 Junkins Avenue, Portsmouth, NH 03801

HOURS OF OPERATION: MON 8:00am - 6:00p
TUES-THU 8:00am - 4:30pm FRI 8:00am - 1:00p

Please make any address changes here

12% APR Interest Charged After 6/03/2019

Second Bill

Make checks payable to: City of Portsmouth

Account: 28563

Amount To Pay 6,102.00

SZMYD LUCIAN
SZMYD DIANE M
41 HARBORVIEW DR
RYE, NH 03870

20 0000269577 0000610200 5

Detach at perforation above and mail this remittance coupon with your payment due. 12/26/2018

MAP/PARCEL NO	LOCATION	TAX YEAR	Invoice #	DUE DATE
0201-0003-0000	2 SAGAMORE GRV	2018	260969	12/26/2018

City of Portsmouth, 1 Junkins Avenue, Portsmouth, NH 03801

HOURS OF OPERATION: MON 8:00am - 6:00p
TUES-THU 8:00am - 4:30pm FRI 8:00am - 1:00p

Please make any address changes here

12% APR Interest Charged After 12/26/2018

First Bill

Make checks payable to: City of Portsmouth

Account: 28563

Amount To Pay 6,103.00

SZMYD LUCIAN
SZMYD DIANE M
41 HARBORVIEW DR
RYE, NH 03870

20 0000260969 0000610300 0



MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director
Date: May 9, 2019
Re: Waiver of Wharfage and Dockage Fees

In accordance with the “Delegation to Executive Director: Consent and Approval for the Waiver of Wharfage, Dockage and Related Fees for Qualified Non-profit Organizations Using Facilities of the Division of Ports and Harbors” adopted by the Board on June 27, 2002, I am advising the Board of the waiver of the wharfage and dockage fees in connection with the visit of the sailing vessel, the U.S. Coast Guard Cutter, Eagle, “America’s Tall Ship” that will be berthed at the Portsmouth Commercial Fish Pier and the Market Street Terminal from July 31, 2019 through August 6, 2019 and open for visits by the public on August 1, 2019 through August 5, 2019.

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

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

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

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



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Dave Mullen, Pease Development Authority ("PDA"), Executive Director *DM*

FROM: Geno J. Marconi, Director *GJM*

DATE: May 9, 2019

RE: Piscataqua Maritime Commission

The Division of Ports and Harbors ("DPH") has received a request (attached) from the Piscataqua Maritime Commission ("PMC") to provide dockage and land use for its annual Sail Portsmouth event. Since 1998, PMC has annually hosted a minimum of one (1) Tall Ship event in Portsmouth Harbor in support of this event. The PMC has continually worked cooperatively with the DPH, which has provided access to the Portsmouth Commercial Fish Pier and the Market St. Terminal, for past Sail Portsmouth events.

The 2019 season will have PMC hosting the U.S. Coast Guard Cutter, Eagle, "America's Tall Ship", from July 31 through August 6, 2019.

Therefore, the Division recommends approval of a Right of Entry and, whereas PMC is a non-profit organization sponsoring this community event, the Division recommends waiving the dockage and wharfage fees associated with this open-to-the-public maritime event at the Market St. Terminal.

○○○○ TAKING YOU THERE

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



Piscataqua Maritime Commission
Post Office Box 545
Portsmouth, NH 03802-0545

RECEIVED APR 26 2019

April 23, 2019

Geno J. Marconi, Director
Division of Ports and Harbors
Pease Development Authority
555 Market Street
Portsmouth, NH 03801

Subject: Sail Portsmouth 2019

Dear Director Marconi,

The Piscataqua Maritime Commission (PMC) will be hosting the U.S. Coast Guard Cutter *Eagle*, "America's Tall Ship", for the Sail Portsmouth 2019 Event, August 1 through August 5. Due to the size of the ship, the only facility which can handle her docking is the State Pier on Market Street in Portsmouth. This will be the fifth time since the founding of the PMC in 1998 that the *Eagle* has visited the State Pier. The event has always been a great success with over 10,000 people touring the ship.

Therefore, the PMC is submitting a request to the Pease Development Authority (PDA) Board of Directors for a Right of Entry (ROE) to hold a maritime event at the Market Street Marine Terminal from July 31, 2019 through August 6, 2019.

Furthermore, the PMC requests the PDA Board waive the wharfage, dockage and land use fees at the terminal for this open-to-the-public event

The PMC looks forward to another great event and working with the staff at the Division of Ports and Harbors to celebrate the maritime history of Portsmouth on the 229th birthday (August 4, 1790) of the Coast Guard.

Sincerely,


Chad Chadwick, Chairman



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market Street, Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Riverside Marine Construction, Inc. dba Riverside and Pickering Marine Contractors, of 34 Patterson Lane, Newington, NH 03801 to use property of the State of New Hampshire pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Market Street Terminal (the "Premises")
555 Market Street
Portsmouth, NH 03801
As shown in attached lot map-Exhibit D

PURPOSE OF ROE: Use of ½ (one-half) acre of laydown area and Barge Dock for the "Buoy Project"

PERIOD OF USE: April 1, 2019 to September 30, 2019

FEE: \$2625.00 per month and any applicable terminal fees per Exhibit C

This ROE is given to Riverside & Pickering ("Riverside") subject to the following conditions:

1. The term of the ROE shall begin on April 1, 2019 and expires on September 30, 2019.
2. Riverside shall be authorized to utilize the Barge Dock and ½ acre of laydown area at the Market Street Terminal for the purpose of setting up a temporary work trailer, staging construction materials, and for launching and hauling out materials by water for its Buoy Project. Riverside agrees to work cooperatively with PDA-DPH and to abide by any reasonable restrictions on use which may be imposed to ensure the interests of the terminal are being served and met at the Premises.
3. Use of the Premises by Riverside may be limited at the sole discretion of PDA-DPH in order to ensure there is no interference with access to the Premises. PDA-DPH agrees to work cooperatively with Riverside to accommodate its needs, if possible, during such periods of time.
4. Riverside's agreement to maintain a clear, safe lane for emergency responders, their vehicles and/or equipment to access the floating concrete docks.
5. Riverside's use of the Premises shall not adversely impact or interfere with the use of the Premises by other entities authorized to use the facilities.
6. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by Riverside's use of the Premises shall be reimbursed by Riverside.

○○○○ TAKING YOU THERE

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

7. The Premises' natural features will not be altered or disturbed in any way and all areas so altered or disturbed as a result of Riverside's use of the Premises will be repaired or fully restored by Riverside.
8. Riverside's agreement to pay PDA-DPH a ROE fee of \$2,625.00 per month through September 30, 2019 for the use of the Premises. Thereafter, the applicable fee shall be reviewed by PDA-DPH and may be increased by providing Riverside with at least 60 days advance written notice. All payments shall be made on or before the first of each month payable to "PDA-DPH" and forwarded to PDA-DPH, 555 Market St., Portsmouth, NH 03801.
9. Riverside'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. Riverside shall indemnify, defend and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
- A. from any condition of the Premises, including any building, structure or improvement thereon for which Riverside has taken possession of hereunder;
 - B. from any breach or default on the part of Riverside to be performed pursuant to the terms of this ROE or from any act or omission of Riverside or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. from any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE on or about the areas (including dock and pier areas) arising out of or incidental to the use, management or control of the area(s) by Riverside and activities which are subject to this ROE.
10. On or before the effective date of this ROE, Riverside and any agent, contractor, or vendor of Riverside shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A.
11. Riverside's agreement to submit a schedule for the Buoy Project to the PDA-DPH Operations Manager for prior approval by PDA-DPH.
12. Riverside' agreement to submit a list of employees and/or sub-contractors/agents that will be accessing the property. Such person's shall provide proof of identity at the entry point of the Premises.
13. Riverside's agreement herein that the Division Director or its designee may, at his or her sole discretion and for the purposes of safety or other operational factors, relocate Riverside or its areas of use of the Premises as may be required or necessary.
14. Riverside's agreement to secure all necessary Federal, State and municipal and/or local permits.
15. Riverside's agreement herein that upon the termination of this ROE, Riverside shall surrender to PDA-DPH the Premises and surrounding areas in good order, condition and repair, normal wear and tear expected. All Riverside property shall be removed upon termination of the agreement.
16. Riverside's agreement herein to observe and adhere to all United States Coast Guard Maritime Security regulations, the Terminal Security Plan (Exhibit B) and orders/requests by the Division Director, Operations Manager, the Premises Security Officer, and/or any of their designees.

17. No provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by NH RSA Ch.491.8 as the same may be amended.

18. Riverside may cancel this ROE by giving PDA-DPH thirty (30) days advance notice in writing.

19. This ROE may be cancelled by PDA-DPH at any time without cause or in the event of the failure of Riverside to perform, keep, and observe any of the conditions of the ROE and the failure of Riverside to correct the default or breach within the time specified by PDA-DPH by giving Riverside thirty (30) days written notice of cancellation. This ROE may be cancelled immediately by PDA-DPH in the event Riverside fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise public safety and health.

20. In the performance of this ROE, Riverside is in all respects, an independent contractor and is neither an agent of nor an employee of the State of New Hampshire or PDA-DPH. Neither Riverside nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, worker's compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.

21. In connection with the performance of this ROE, Riverside agrees to comply with all statutes, laws, regulations and orders of federal, state, county and/or municipal authorities which shall impose any obligations or duties on Riverside.

22. Riverside is responsible for obtaining all necessary permits and, if requested, will provide copies of any and all permits to PDA-DPH as required.

23. Riverside is responsible for providing all necessary and required safety equipment and training as may be required and appropriate to the uses allowed under this ROE.

24. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.

25. Riverside agrees to coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all reasonable requests of said agency and with all applicable rules and regulations of the Market Street Marine Terminal.

[Remainder of page intentionally left blank, signature page follows]

A handwritten signature or scribble, possibly a stylized 'R' or 'P', located in the bottom right corner of the page.

Riverside & Pickering Marine Contractors
Right of Entry, Market St. Terminal
4

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 5/2/19

Raelin A. O'Neil
Witness

[Signature]
David R. Mullen, Executive Director, PDA

RIVERSIDE MARINE CONSTRUCTION, INC.
DBA RIVERSIDE AND PICKERING MARINE CONTRACTORS

Date: 4-29-19

[Signature]
Witness

[Signature]
Authorized Signature

President
Name/Title

EXHIBIT A



555 Market Street, Suite 1 Portsmouth, NH 03801

TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of any work on PDA-DPH property. 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 (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, Division of Ports of Harbors
55 International Drive
Portsmouth, NH 03801

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

P:\INSURANCE FORMS\InsMemContractPort.doc

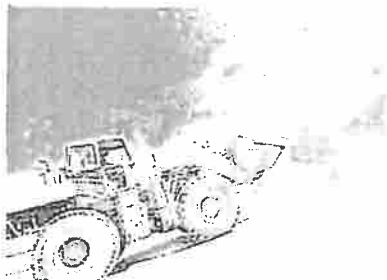
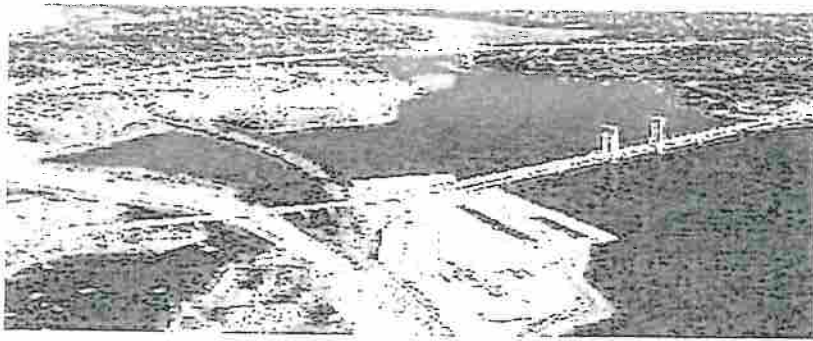
○ ○ ○ ○ TAKING YOU THERE

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

EXHIBIT B

Port Authority of the
State of New Hampshire

Tenant Security and Safety Guide



NH Port Authority
555 Market Street
Portsmouth, NH 03801
Phone: 603.436.8500
Fax: 603.436-2780
E-mail: g.nichols@peasedev.org

JULY 2018

EMERGENCY CONTACT NUMBERS

Security Kiosk	Guard on Duty	(603) 766-9847
Port Director	Geno Marconi	(603) 365-0503
Chief Harbor Master	Tracy Shattuck	(603) 365-0505
Deputy Chief Harbor Master	Grant Nichols	(603) 817-0433
Operations Manager	Whit Anderson	(603) 812-1426
Security Supervisor	Dan Pollinger	(603) 812-3777
Main Office		(603) 436-8500

Other Numbers:

Portsmouth Police	Dispatch	(603) 431-1500
Rockingham County SO	Dispatch	(603) 772-4716
US Coast Guard-New Castle	Duty Officer	(603) 433-7324
US Coast Guard-Emergency	Duty Officer	(207) 767-0303

TWIC Escort Guide

PURPOSE

The purpose of this guide is to provide the reader with the information necessary to meet the Market Street Marine Terminal requirements for Transportation Worker Identification Credential (TWIC) holders who escort non-TWIC holders in secure and restricted areas. Upon review of this guide, the reader should have a basic understanding of the following:

- Background and purpose of the TWIC program;
- Definitions of Secure and Restricted Areas, Escorting, Monitoring and Physical side-by-side accompaniment;
- Knowledge of the Port of New Hampshire Tenant Facility escorting procedures;
- Quick response measures and contingency plans if an escorted individual is engaged in activities other than those for which escorted access was granted.

BACKGROUND

The Maritime Transportation Security Act (MTSA) of 2002 and Security and Accountability for Every (SAFE) Port Act of 2006 required the Department of Homeland Security to establish rules to prevent an unauthorized person from getting into a secure area of a vessel or facility that has a security plan.

The law requires the use of a standardized identification card. This ID is known as the "Transportation Worker Identification Credential" or "TWIC". The TWIC stores the holders identifying information, to include certain information collected from the holders fingerprint. This "biometric" information allows for the positive identification of the person in possession of the TWIC. To get a TWIC, an applicant must pass a Security Threat Assessment (STA). The assessment helps federal authorities decide if an applicant poses a security risk to the transportation industry.

Once the holder receives their TWIC, they may be granted unescorted access to secure and secure-restricted areas within a facility. *However*, having a TWIC does not give a person seeking entry authority to unescorted access to *all* marine terminals and facilities. Regardless of the TWIC holders desire or need to enter a given facility, a person holding a TWIC must also have permission from the Facility Security Officer (FSO) or his/her designee for unescorted access.

There are some people who do not need to have a TWIC for unescorted access. These include Federal officials, State or local law enforcement officers, or State or local emergency responders, all of whom may access secure and restricted areas unescorted in the course of performing their official duties.

SECURE AND SECURE-RESTRICTED AREAS

Under MTSA rules, an owner or operator *must* designate certain areas of their facility as secure or secure-restricted. These designations are made based on the business performed at the facility.

A **secure area** is an area that has security measures in place for access control. The entire terminal is considered a secure area during normal day to day operations. A **restricted area** is a part of a secure area that needs more limited access and higher security. When a ship comes alongside the main pier or the barge pier, that pier becomes a secure-restricted area. **Being in a secure or secure-restricted area without authorization is a breach of security and is against the law.**

TERMINAL TRAFFIC MONITORING PLAN

As noted previously, escorts who hold a valid TWIC may escort or monitor up to 10 non-TWIC holding visitors within the secure area. With this requirement in mind, the following plan has been devised in order to facilitate the movement of traffic while complying with the federal rules.

GENERAL DAY TO DAY OPERATIONS (Entire Terminal is considered a "Secure" area)

Morton and GSM Salt

1. Drivers who are picking up salt are checked in, and then monitored by the Gate Guard as they travel between the Guard Kiosk and the Scale House for weighing.
2. Drivers are then monitored by the clerk as they leave the Scale House enroute to the loading point at the salt pile.
3. Drivers are monitored by the front end loader operator at the loading point.
4. Finally, drivers are monitored by the guard who checks them out as they leave the facility.

Summary: Guards, Clerks and personnel off-loading the trucks are all TWIC holders. They physically monitor the drivers as they travel through the process while the guard monitors ALL activities via the security camera system. The Guard, Clerk, and equipment operators will communicate by land line or hand-held portable radio should the need arise.

Contractors and Tenants in General

1. Guards collect vehicle, driver and passenger information and record it in the entry control log.
2. Employees are then allowed unescorted access to the facility as they all maintain a TWIC.
3. In the event a Contractor or Tenant employee does not have their TWIC in their possession or they are a new employee, the employee will be escorted by a TWIC holder.

Deliveries

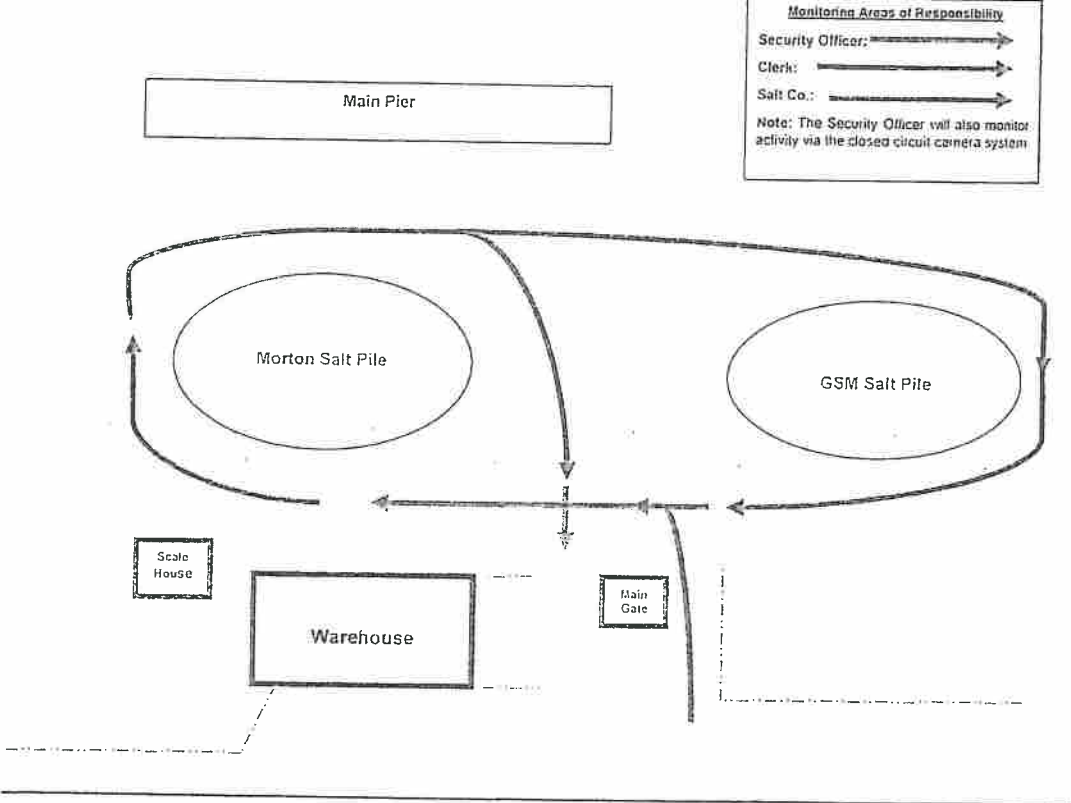
1. Pre-announced deliveries – Guards will collect vehicle and driver information and record it in the entry control log. They will then be permitted to make their delivery. The Guard will keep track of how long the driver is on the terminal and will call to check on their status if they have not left in a reasonable amount of time.
2. Unannounced deliveries – Guards will call the appropriate tenant to verify the delivery.

Ship in Port

(Pier becomes a "Secure-Restricted" area once the ship is alongside with the rest of the terminal retaining the "Secure" area designation)

1. Employees who are contracted to work either a salt ship or a cargo ship that do not hold a TWIC, are checked in by the Gate Guard and monitored as they travel between the security kiosk and their respective work area where they will be met by their TWIC escort.
2. The Tenant provides as many TWIC holders as necessary to monitor non-TWIC holders in the secure area (1 TWIC holder to every 10 non-TWIC holders).
3. The Tenant provides as many TWIC holders as necessary to escort non-TWIC holders on the main pier which is a secure-restricted area when a ship is in (1 TWIC holder to every 5 non-TWIC holders).
4. Guard monitors all activities within both the secure area and the secure-restricted area via the security camera system.

Marine Terminal Secure Area Monitoring Plan



SECURITY HOURS OF OPERATION, REQUIREMENTS FOR REQUESTING EXTENDED HOURS AND BILLING PROCESS

1. **Normal Hours of Operation:** The Port Authority provides a guard to control entry to the facility Monday through Friday, 0600 – 1600 (50-Hours), holidays excluded.
2. **Extended Hours:** Port Authority security personnel are available beyond the normal work schedule and on holidays at a rate which is currently set at \$37.00 per hour.
3. **Use of Port Authority personnel required:** As the "Owner or operator" of the Market Street Marine Terminal as defined in 33 CFR 105.200, and being empowered as the "Port Terminal Operator" responsible for "the security of the premises" under RSA 12-G:42, Para. V, the Division Director is responsible to; (1) Control access to the facility, (2) Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and, (3) Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC or is escorted by an authorized person with a valid TWIC, *CFR 105.255, (a), (1) – (4)*.
 - 3.1 Security personnel working extended hours at the request of a tenant remain under the exclusive control of the Division Director and his staff.
4. **Requesting Extended Hours:** All requests must be made through the Division Director, Chief or Deputy Chief Harbor Master or the Operations Manager. In all cases, the Chief or the Deputy Chief Harbor Master should be notified as soon as practicable as they serve as the primary and alternate Facility Security Officers and are ultimately responsible for the scheduling of security personnel.
 - 4.1 Requesting an early opening: Should a tenant require the gate be opened prior to 0600, a minimum of twelve (12) hours notice is required to make arrangements to have a guard present.
 - 4.2 Requesting a late closing: Should a tenant require the gate be closed at a time later than 1600, a minimum of four (4) hours notice is required to allow for an adjustment of shifts.
 - 4.3 Requesting a special security detail: From time to time, tenants may recognize the need to have a guard posted on high value equipment or in a particular area to dissuade theft, show a security presence, etc. A minimum of eight (8) hours notice is required to make arrangements to have a guard present.
 - 4.3.1 Special security details are charged at the rate currently set at \$37.00 per hour.
 - 4.3.2 Security personnel working special security details at the request of a tenant remain under the exclusive control of the Division Director and his staff.
5. **Cancellation and Minimum Fees:** A twelve (12) hour minimum cancellation notification is required when extended hours, early hours or special security details have been requested.
 - 5.1 Tenants who have scheduled late hours, early hours or special security details will be billed for three (3) hours of security service requested if the twelve (12) hour cancellation notification has not been met.
 - 5.2 Tenants who have scheduled late hours, early hours or special security details who cancel a detail once it has started will be billed for the entire shift originally requested.
 - 5.3 Exceptions: Tenants or Contractors requesting a one (1) hour early opening or late closing will be subject to the \$37.00 per hour rate, but not the three (3) hour minimum called for in 5.1 of this section.
6. **Billing:** Guards will keep a detailed log of the hours each tenant company works outside of normal gate hours which as previously noted are, 0600 – 1600, Monday through Friday, Holidays excluded. The log will be reviewed by Port Authority staff on the last business day of each month then forwarded to the Pease Development Authority finance office for billing.

Pease Development Authority – Safety Equipment Requirements

Safety Equipment

A. Eye Protection; Shatterproof	K. Safety Observer
B. Hearing Protection; Earplugs or Earphones	L. Long-Sleeved Clothing
C. Gloves; Protective Leather or Canvas	M. Gloves, Specifically Designed for Welding
D. Gloves; Rubber or Latex, Gauntlet Length	N. Kevlar Pants; Blade binding
E. Breathing Protection; Mask or Respirator	O. Hard-hat with Face Screen and Ear Protection
F. Hard-hat	P. Hot Stick
G. Steel or Composite Toed Footwear	Q. Rubber Mat
H. Welder's Face Mask	R. Latex Gloves
I. Safety Harness	S. Tyvek Pesticide Suit
J. Safety-Line Attached	T. Back Brace
Activity	Safety Equipment Required
Air Cleaning (Compressed Air)	A, B
Chain Saw Operation (Two Person Operation)	A,B,C,F,O,N (O may be substituted for B and F)
Cleaning with Solvents	A,L,P (Follow Manufacturer guidelines)
Climbing (Greater than 10')	C,F,I,J,K
Nail Guns	A,B,C,G
Handling Dead Animals	R
High-Voltage Work (Two Person Operation)	A,B,D,F,L,P,Q
Jack Hammering or Heavy Equipment	A,B,C,G
Leaf Blowers	A,B
Mowing (Push Mower)	A,B,G
Mowing (Riding Mower)	B,G
Painting (Airless Sprayer)	A,B,E
Pesticide Application	A,B,D,E,S
Power Tools (Drills, Saws, Grinders, etc)	A,B, E
Sanding	A,E
Torch Cutting	H,L,M
Welding	H,L,M (Contact Lenses Are Forbidden)
Wood Chipping	A,B,C,F,G,N (O may be substituted for B and F)
Work On or Near the Water*	USCG Approved Work or Life Vest

*29 CFR § 1917.95,(b), Personal flotation devices (PFDs). (1) The employer shall provide, and shall direct the wearing of PFDs for those employees, such as line handlers, who are engaged in work in which they may be pulled into the water: (i) When such employees are working in isolation, or (ii) Where physical limitations of available working space creates a hazard of falling into the water, or (iii) Where the work area is obstructed by cargo or other obstacles so as to prevent employees from obtaining safe footing for their work. (2) PFDs (life preservers, life jackets, or work vests) worn by each affected employee must be United States Coast Guard (USCG) approved pursuant to 46 CFR part 160 (Type I, II, III, or V PFD) and marked for use as a work vest, for commercial use, or for use on vessels. (3) Personal flotation devices shall be maintained in safe condition and shall be considered unserviceable when damaged so as to affect buoyancy or fastening capability.

EXHIBIT C

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS
555 MARKET STREET
PORTSMOUTH, NH 03801
603-436-8500

TERMINAL CHARGES

January 01, 2007

Amended March 1, 2009

Amended January 24, 2017

A. DOCKAGE:

(The term dockage refers to the charges assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.)

\$0.29 cents per net registered ton per twenty-four hour period or a fraction thereof, with a minimum charge of \$500.00 per twenty-four hour period or a fraction thereof.

\$1.70 per ft. per twenty-four hour period or a fraction thereof for subchapter T and subchapter K (small passenger vessel), tugs without tows or barges without certificate of registry.

B. WHARFAGE:

(Wharfage refers to a charge assessed against the vessel on all cargo and containers, full or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at the wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.)

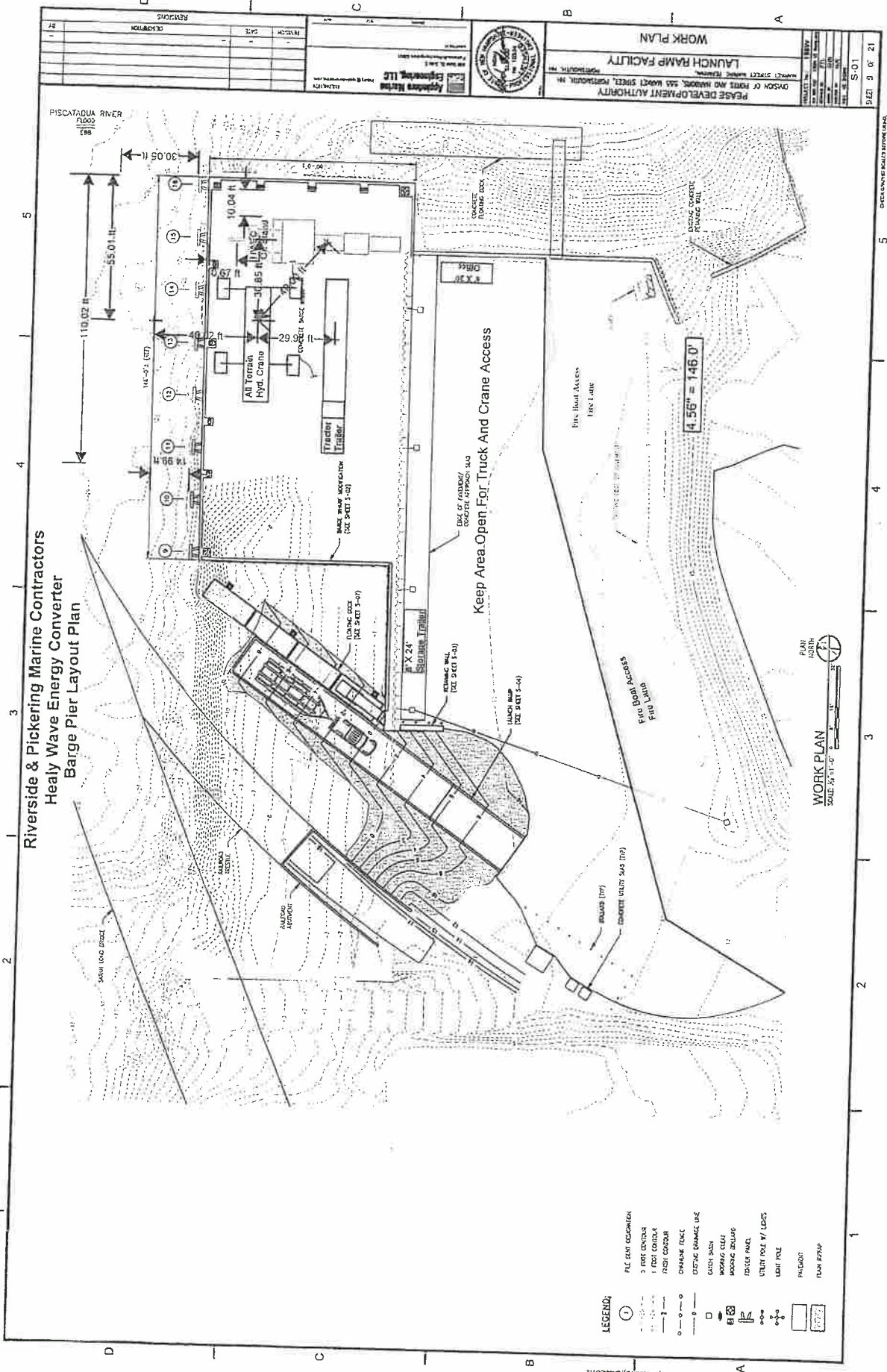
Dry Bulk Cargo	\$0.85 per net ton
Containers 20 and 40 Ft length (loaded)	\$15.00 per container
Containers 20 and 40 Ft length (empty on return cycle)	No Charge
Passengers embarking or disembarking	\$2.50 per passenger
Heavy Lift Cargo	\$300.00 minimum per pick, charges to be determined in advance
Cargo, NOS	\$1.75 per net ton
Minimum Charge per Vessel	\$300.00
Trucks, Buses, Vans	

- N. **STORAGE**
To be arranged in advance of cargo delivered to terminal.
Outside paved, uncovered.
\$63,000.00 per acre per annum
- O. **FREE TIME:**
5 days beginning at 0800 hrs on the day following discharge for inbound cargo or entry into the terminal for outbound cargo excluding weekends and holidays.
- P. **POINT OF REST:**
To be determined by the PDA/DPH prior to arrival of cargo/equipment.
- Q. **MINIMUM INSURANCE REQUIREMENTS:***
All contractors and subcontractors engaged in activities at the Market Street Terminal shall provide proof of insurance coverage.
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

*Coverage amounts may be greater, subject to nature of activities conducted on PDA-DPH property

EXHIBIT D

Riverside & Pickering Marine Contractors
 Healy Wave Energy Converter
 Barge Pier Layout Plan



- LEGEND:
- PILE BENT EXPLOSION
 - 5 FEET EXCAVATION
 - 1 FOOT CONCRETE
 - FISH CONDUIT
 - CHAINAGE PILE
 - OFFICE DAMAGE LINE
 - CRANE BATH
 - WORKING CRANE
 - WORKING BOLLARD
 - FENDER PANEL
 - UTILITY POLE W/ LIGHTS
 - LIGHT POLE
 - PILEBATH
 - TOWER RAMP

NO.	DESCRIPTION	DATE	BY

PROJECT NO. 11-2014-0139-01 - Launch Ramp Facility

WORK PLAN
 SCALE: 1/4" = 1'-0"
 PLAN NORTH
 4.56' = 146.0'

PEASE DEVELOPMENT AUTHORITY
 DESIGN & FIELD AND INSPECT, 235 MARKET STREET, PORTSMOUTH, NH
 LAUNCH RAMP FACILITY
 WORK PLAN

Aggregates Marine Engineering, LLC
 235 MARKET STREET, PORTSMOUTH, NH 03801
 TEL: 603.886.1111
 FAX: 603.886.1112
 WWW.AGGRMARE.COM

SHEET 5 OF 21
 DATE: 11/11/14

OVERSIGHT ENGINEER: [Signature]
 PROJECT NO. 11-2014-0139-01



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: David Mullen, Pease Development Authority ("PDA"), Executive Director *DM*

From: Geno Marconi, Director *GM*

Date: May 8, 2019

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

The Division of Ports and Harbors (the "Division") has received a request from the Bait Cooler users to exercise its first of two options to renew its Right of Entry ("ROE") at the Portsmouth Commercial Fish Pier ("PFP"). In May of 2018, the PDA Board approved a ROE with 2 options to renew at the approval of the Executive Director. The 2018-2019 was the first year of this agreement and there were no incidents observed. The Division has reviewed the request and recommends approval under the same terms and conditions as previously set forth in the Right of Entry which include the following:

- PREMISES:** Portsmouth Commercial Fish Pier
- PURPOSE:** Cold storage of fresh and frozen lobster bait in the existing cooler at PFP shown on the attached plan
- ENTITY:** Up to Thirteen (13) individual businesses which will include:
- 12 Lobster fishermen that are berthed at PFP
 - 1 Lobster buyer
- TERM:** Commencing on June 1, 2019 through May 31, 2020, with 1 (one) 1 (one) year option, June 1, 2020-May 31, 2021 to renew
- FEE:** \$9,100 for this term, 3rd year to be negotiated no later than March 30th of 2020
- INSURANCE:** Minimum insurance coverage to include Vessel Protection and Indemnity Insurance in the amount of \$100,000 to \$1,000,000 to be determined on a case by case basis depending on the size of the vessel and endorsed for piers, docks, ramps, floats and coolers as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.
- ADDITIONAL REQUIREMENTS:**
- Prior to occupancy, the fishermen and DPH will inspect the facility and document the current condition. The Entity will be responsible for maintaining the building for any damages occurring after the inspection
 - Entity will maintain the floor drain to ensure proper drainage

- Entity will maintain the refrigeration with a service provider approved by the DPH
- Entity will keep the areas inside and adjacent areas outside clean and free from debris and trash
- Barrels and pallets will be stacked and stored as to prevent obstruction of other activities and in a manner that is safe
- Entity will use the hoist in accordance with the Hoist Safety Recommendations
- Only owners, captains and employees of the Entity will be allowed access to the cooler
- Any additional requirements as the Division may from time to time deem necessary due to prevailing conditions



MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and consents to issuing a Right of Entry ("ROE") to Juliet Marine Systems, Inc. ("Juliet") for the use of the facilities at the Market Street Terminal for the purpose of storage and loading of vessel; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated May 7, 2019, attached hereto.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

From: Geno Marconi, Director *GM*

Date: May 7, 2019

Subject: Juliet Marine Systems, Inc., Right of Entry, Market St. Terminal

The Division of Ports and Harbors (the "Division") has received a request from Juliet Marine Systems, Inc. ("Juliet") to extend the terms of its Right of Entry ("ROE") and continue to use the facilities at the Market St. Terminal (the "Premises") for the purpose of storing and loading onto a ship, a 60' vessel known as "the Ghost boat."

The Division recommends approval of a ROE subject to the following terms and conditions:

- PREMISES:** Market St. Terminal, 555 Market St., Portsmouth, NH
- PURPOSE:** Storage and loading of vessel
- TERM:** Retroactively, to begin May 1, 2019 on a month to month basis, not to extend past October 31, 2019
- DOCKAGE:** As applicable under the Terminal Charges, invoices will be issued at the time of service
- WHARFAGE:** \$350 outbound
- STORAGE:** \$300 per month (\$30 per foot) for the term of the agreement
- INSURANCE:** Minimum insurance coverage to include commercial general liability in a minimum amount of \$2,000,000, automobile coverage in the amount of \$1,000,000, longshoreman's and harbor workers compensation act coverage and workers compensation coverage to statutory limits as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.



MOTION

Director Torr:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and execute a Right of Entry with Swell Oyster Company to use the building for storage of gear and other items in support of its oyster business in association with Swell Oyster Company's Right of Entry upon the final sale of the building through June 30, 2020, two (2) one (1) year options to extend the agreement in the sole discretion of the Executive Director; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 8, 2019, attached hereto.





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, Division Director 

DATE: May 8, 2019

RE: Swell Oyster Company, Hampton Harbor Marine Facility

The Division of Ports and Harbors (the "Division") has received a request from Swell Oyster Company, LLC ("Swell"), for a Right of Entry to an available building formerly owned and operated by Adventure Charters at the Hampton Harbor Marine Facility. Swell proposes to use the building, pending final sale agreement, for storage, sorting, and retail sales of oysters from their oyster farm in the Hampton/Seabrook Harbor.

The Division has reviewed the request and recommends that the PDA Board of Directors approve Swell's request for a Right of Entry at the Hampton Harbor Marine Facility in accordance with the following Terms and Conditions:

PREMISES: Hampton Harbor Marine Facility

PURPOSE: To use the building for storage of gear and other items in support its oyster business

TERM: Upon final sale of building through -June 30, 2020, two (2) one year options to extend the agreement at the approval of the PDA Executive Director

FEE: \$1,000.00 for the first year, subsequent years to be determined by February 1 of each year

UTILITIES: Tenant to be responsible for utilities

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.



SWELL OYSTER COMPANY LLC
196 DRINKWATER RD, HAMPTON FALLS NH, 03844
603-498-1938

To whom it may concern,

Swell Oyster Company LLC is requesting a right of entry into the Hampton Harbor premises. The nature of business at this location will be to store and sell market size oysters. This location will serve as a place where Swell can bring oysters from their farm, to the landing facility and then to the shack for sorting and refrigerated storage. It will also serve as a location for retail sales of oysters.

Thank you for your consideration,

Swell Oyster Company LLC

Russ Hilliard, Co-founder

Conor Walsh, Co-founder



MOTION

Director Bohenko:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and execute a Right of Entry with Smitty's State Pier Lobster Pound to locate a 12'6" x 12' deck to hold a 8' x 10' foot cooler for the storage of seafood for the period of June 1, 2019 through June 30, 2020, the Right of Entry shall run concurrently with Smitty's State Pier Lobster Pound's existing Right of Entry; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 8, 2019, attached hereto.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

FROM: Geno J. Marconi, Division Director *[Signature]*

DATE: May 8, 2019

RE: Smitty's State Pier Lobster Pound, Hampton Harbor Marine Facility

The Division has received a request from Mr. Todd Smith of Smitty's State Pier Lobster Pound ("Smitty's"), to locate a twelve foot six inch by 12 foot (12'6" x 12') deck at the Hampton Harbor Marine Facility. The deck will be used to support an eight foot by ten foot (8' x 10') cooler for the storage of lobster and seafood in association with Smitty's current Right of Entry ("ROE").

For the past few years, Robert Nudd and Hampton Harbor Tackle have maintained similar coolers/freezers on the property and the Division has not identified any issues with their usage during this time. The Division has reviewed the plans for Smitty's deck and cooler and agree with the design and use. Furthermore, Mr. Smith has been a valued tenant for several years and provides fresh lobster and seafood to the general public, supporting the local fishing industry.

Therefore, the Division recommends that the PDA Board of Directors approve Mr. Smith's request to locate a deck with a cooler at the Hampton Harbor Marine Facility in accordance with the following Terms and Conditions:

- PREMISES: Hampton Harbor Marine Facility
- PURPOSE: Locate a 12'6" x 12' deck to hold an 8'x 10' foot cooler for the storage of seafood in association with Smitty's ROE
- TERM: June 1, 2019-June 30, 2020, the ROE shall run concurrently with Smitty's existing ROE
- FEE: \$1,000.00 per year
- UTILITIES: Tenant to be responsible for utilities
- 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.

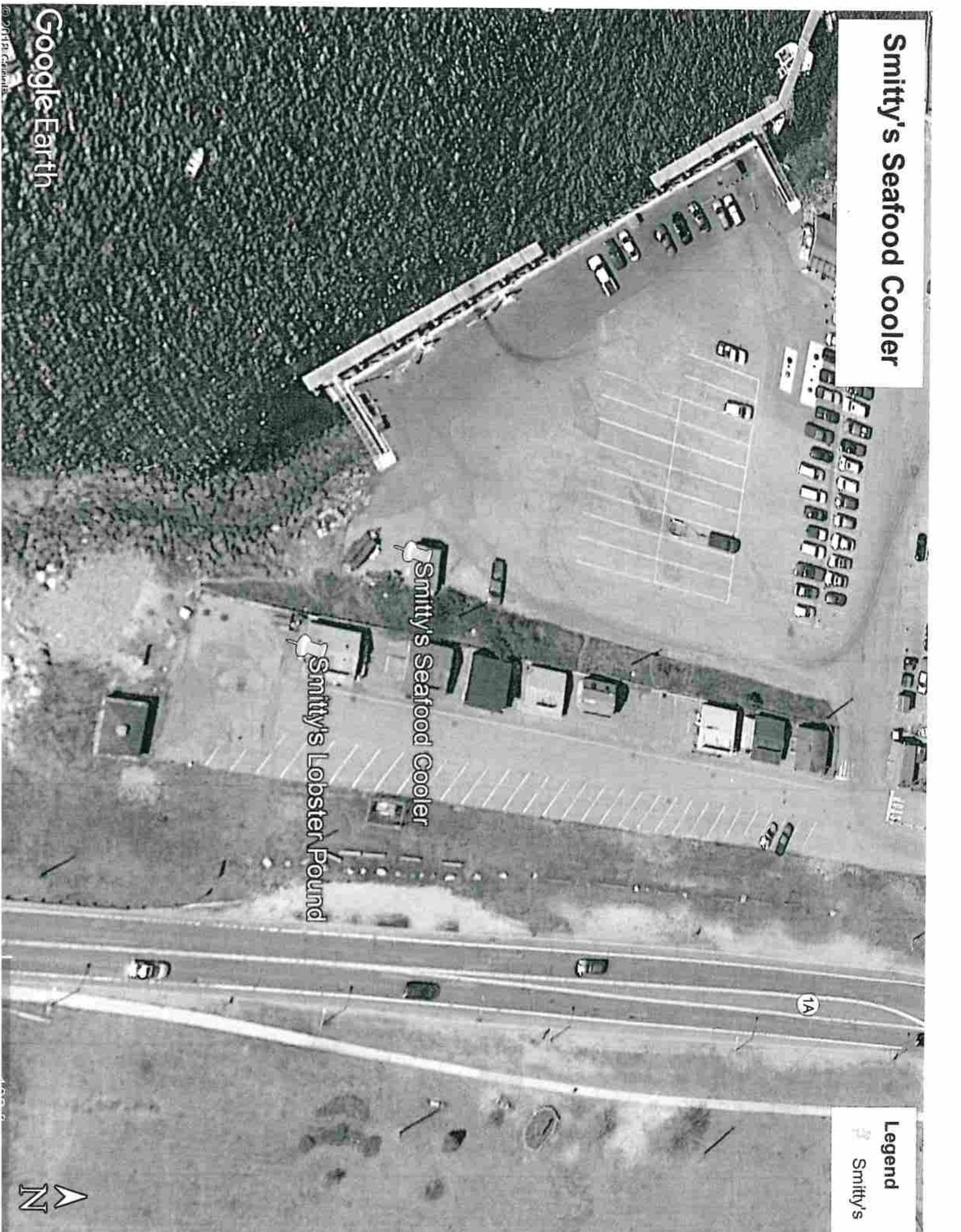
Smitty's Seafood Cooler

Smitty's Seafood Cooler


Smitty's Lobster Pound

Legend
Smitty's

Google Earth



MEMORANDUM

To: Pease Development Authority Board of Directors 
From: David R. Mullen, Executive Director
Date: May 8, 2019
Re: Special Events

I am pleased to report on the following special event:

- A. June 1, 2019 –Girls on the Run New Hampshire will be holding its 5k Road Race.