

The Board Meeting will be held in the **simulator room of the Golf Course Clubhouse**. The meeting will be called to order at 8:30 a.m., the first half hour will be in **non-public session** and the **public meeting** will start at **9:00 a.m.**

Seating will be socially distanced and masks are strongly recommended.

AGENDA

- I. Call to Order:
- II. Non-Public Session* (Levesque)
 - 1. Personnel Matters; and
 - 2. Acquisition, Sale or Lease of Property
- III. Vote of Confidentiality * (Loughlin)
- IV. Acceptance of Meeting Minutes: May 21, 2020 * (Anderson)
- V. Public Comment:
- VI. Old Business:
 - A. Approvals:
 - 1. New Hampshire Department of Transportation - Park and Ride * (Torr)
- VII. Finance:
 - A. Executive Summary: *
 - B. Reports:
 - 1. Operating Results for the Ten Month Period Ending April 30, 2020 *
 - 2. Nine Month Cash Flow Projections to February 28, 2021 *
 - C. Approvals:
 - 1. FY 2021 Operating Budget and FY 2022-FY 2024 Forecast * (Allard)
- VIII. Licenses/ROEs/Easements/Rights of Way:
 - A. Reports:
 - 1. Portsmouth School Department & Prescott Park Arts Festival – Right-of-Entry at 32 Exeter Street *
 - 2. Town of Newington – Right of Entry on the North Apron for EVO Training *
 - 3. Port City Air – Right of Entry – Portion of Hangar 227 *

- IX. Leases:
 - A. Approvals:
 - 1. Exercise of First of Three (3) One (1) Year Options of Lease Agreement with B&H Airpower, L.L.C. for Hangar 5 at Skyhaven Airport * (Anderson)
 - 2. Extension of the Food and Beverage Service Concession Agreement with Galley Hatch Catering Services, Inc. * (Lamson)

- X. Contracts/Agreements:
 - A. Reports:
 - 1. Addendum to Contract or Agreement with Country Club Enterprise, LLC for 40 additional Golf Carts *
 - 2. Agreement for Web Design Services for Skyhaven Airport – Diana Ries Designs Inc. *
 - 3. Allegiant Promotion / Trade Agreement – Travel Vouchers *

- XI. Executive Director:
 - A. Reports:
 - 1. Golf Course Operations
 - 2. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) May 2020*

 - B. Approvals:
 - 1. Bills for Legal Services * (Loughlin)
 - 2. Fuel Flowage Fee * (Allard)
 - 3. Annual Season Pass Compensation * (Lamson)

- XII. Division of Ports and Harbors:
 - A. Reports:
 - 1. Port Advisory Council Meeting Minutes of February 12, 2020 *
 - 2. Right of Entry - Northeast Fishery Sectors – Office Rental - Portsmouth Commercial Fish Pier*
 - 3. Exercise of Option for On-call Marine Engineering Services - Appledore Marine Engineering, Inc. DPH *
 - 4. Right of Entry - Rye Harbor Adventures -Charter Fishing *

 - B. Approvals:
 - 1. Jocelyn Marine – Boat Hauling * (Levesque)
 - 2. Portsmouth Commercial Fish Pier – Seawall Replacement* (Anderson)

- XIII. New Business:
 - A. Approvals:
 - 1. Appointment of Executive Director

XIV. Upcoming Meetings:

Board of Directors


August 20, 2020 @ 8:30 a.m.

All Meetings begin at 8:30 a.m. unless otherwise posted.

XV. Directors' Comments:

XVI. Adjournment:

XVII. 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



MOTION – II.

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

Director Levesque:

The Pease Development Authority Board of Directors will enter non-public session for the purpose of:

1. NH RSA 91-A:3, Paragraph II (a) for discussion of personnel matters (dismissal, promotion or compensation of public employee); and
2. NH RSA 91-A:3, Paragraph II (d) for the purpose of discussing the acquisition, sale or lease of property.

Note: Roll Call Vote Required



MOTION – III.

Director Loughlin:

If maintaining confidentiality:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed at the non-public session of its June 18, 2020 meeting related to personnel matters (dismissal, promotion or compensation of public employee) and the acquisition, sale or lease of property, would, if disclosed publically affect adversely the reputation of any person other than a member of the public body itself; and agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

OR

If NOT maintaining confidentiality:

Resolved, pursuant to NH RSA 91-A:3, Paragraph III, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed at the non-public session of its June 18, 2020 meeting related to personnel matters (dismissal, promotion or compensation of public employee) and the acquisition, sale or lease of property may be released to the public.

Note: This motion requires 5 Affirmative Votes

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MOTION – IV.

Director Anderson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors Meeting dated Thursday, May 21, 2020.

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

Thursday, May 21, 2020

Pursuant to NH RSA 91-A:2 III (b) PDA Chairman Kevin Smith has declared COVID-19 an emergency condition and has waived the requirement that a quorum be physically present at the Board meeting in accordance with the Governor's Executive Order 2020-04, Section 8 and Emergency Order #12, Section 3. PDA Directors participated remotely and identified their location and any person present with them at that location. All votes were by roll call. Members of the public were allowed to participate by using the access information provided. .

The moderator for this telephone conference was Greg Siegenthaler who explained some procedures.

The meeting was audio recorded (there was no video component available), the audio of this meeting has been and posted on the Pease Development Authority website.

Recording of the meeting commenced at approximately 8:24 a.m. and at approximately 8:32 a.m. the moderator outlined the guidelines to the meeting.

AGENDA

I. Call to Order:

Chairman Smith ("Smith") called the meeting to order at 8:32 a.m.

Smith welcomed the PDA Board of Directors, PDA Staff, members of the public to the meeting of the Board of Directors.

The Board of Directors confirmed their presence on the call, physical location, and advised if there were any other individuals present with them:

Chairman Kevin Smith was located in Londonderry, NH with no other individual(s) present.
Vice Chair Peter Loughlin was located in Portsmouth, NH with no other individual(s) present.
Treasurer Robert Allard was located in Portsmouth, NH with no other individual(s) present.
Erik Anderson was located in Portsmouth, NH with no other individual(s) present.
Peggy Lamson was located in Newington, NH with no other individual(s) present.
Neil Levesque was located in Concord, NH his teenage daughter was present in another room.
Frank Torr was located in Dover, NH with no other individual(s) present.

Pease Development Authority ("PDA") staff on the telephonic call were Executive Director David R. Mullen ("Mullen"); PDA Deputy Director and Airport Director Paul E. Brean ("Brean"); General Counsel Lynn Marie Hinchee ("Hinchee"); Deputy General Counsel Anthony I. Blenkinsop ("Blenkinsop"); Finance Director Irv Canner ("Canner"); Engineering Manager Maria Stowell

(“Stowell”); Golf Course General Manager Scott DeVito (“DeVito”); Division of Port and Harbors Director Geno Marconi (“Marconi”); IT Director Greg Siegenthaler (“Siegenthaler”), Employee Relations Manager Tanya Coppeta (“Coppeta”) and members of the public.

II. Acceptance of Meeting Minutes: April 23, 2020

Director Torr moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors accept the minutes of the April 23, 2020 Board meeting.

Discussion: None. Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

III. Public Comment:

The moderator, Siegenthaler, reminded members of the public the process for recognition in order to provide public comment and asked that comments be limited to three minutes. Siegenthaler informed Chairman Smith that no virtual hands were raised requesting to provide public comment.

IV. Finance:

Smith stated that the Board package included an Executive Summary of the Financial Reports prepared by Canner and asked if there were any specific questions on the reports prior to advancing to the Approval. Smith asked Canner to briefly go over the financial reports and then opened the meeting up for questions.

A. Executive Summary:

Director Lamson (Lamson) indicated that the reports prepared by Canner were excellent.

Director Loughlin (Loughlin) brought to the Board and Canner’s attention a typo in Canner’s report which stated an Operating Income of \$2,904,000,000 and believed it was meant to state million instead of billion. Canner thanked Loughlin for bringing this to his attention.

Canner’s detailed Executive Summary provided to the Board highlighted each of his two (2) standard reports.

B. Reports:

1. FY 2020 Financial Report for the Nine Month Period Ending March 31, 2020

Canner indicated that the operating revenues on the income statement for the period in question were up by approximately 4.7% above budget, justification for that would be the wharfage and dockage activities, as well as to a lesser extent concession revenues and golf play from the prior year. Operating costs were under budget by approximately 3.8% some of which was related to the light snow season (16 storms at a cost of approximately \$350,000 with a savings of approximately \$75,000). Due to the closure of the Portsmouth Fish Pier and the refueling station, the cost of goods sold were less than stated. At this time PDA has yet to go into the Revolving Line of Credit (RLOC) and cash balances are down from where PDA was on June 30th due to the heavy capital expenditures. Overall there were no surprises.

Lamson asked about the number of employees; Canner indicated that there are two open positions that PDA does not currently plan to fill. Canner indicated that the chart shows 65 filled benefited positions of which 54 being employed at PDA and 11 being employed at Division of Ports and Harbors (DPH).

Smith asked those on the call to mute their line when not speaking due to feedback on the call.

2. Cash Flow Projections for the Nine Month Period Ending January 31, 2021

Canner indicated the anticipation of going into the RLOC with a projection of net debt outstanding at the end of January of \$10.5 million dollars. The primary reasons for this will be the \$34/35 million dollars in capital expenditures for the terminal (\$12 million) and runway reconstruction (\$20 million) projects. In those assumptions are grant funding monies in the amount of \$26 million dollars. Anticipate drawing down the RLOC as early as June of 2020, continuing to maintain the \$1 million dollar balance for PDA's ongoing working capital needs.

Lamson asked if the Barge Dock shown in the amount of \$186,000 is all targeted; Canner affirmed.

Anderson had questions on the front end of the report; he indicated that it didn't make sense under the timeline that the report was issued that the performance of the business units indicated that golf was up about 18.9% (thought to be from golf course play and increased revenue from Grill 28). Anderson wondered how it was indicated that these were the primary reasons in increase of revenue. Canner indicated that the golf season starts in April and runs through November, what is being reported on is a carryover for that nine month period. Canner indicated that the financial report includes July of 2019 (heart of golf season), meaning the numbers being reported for golf represent the calendar year of 2019 that season which is now closed. Starting in April it will pick up the impact of the COVID-19 story. PDA has looked at the impacts on the financials of both the golf course (public and membership play) and the airport. Canner indicated that the full impact will be seen in the April report where the golf revenues are down and the pay-for-parking and fuel flowage are down (those are the impacts). PDA staff identified the potential areas of impact and then looked internally to see if there were any mitigating activities that PDA could do to offset the potential loss of revenues from March through June. Anderson thanked Canner for the explanation as it clarified how some of the other financial consequences that haven't caught up to the financial reporting. Anderson also asked Canner, from a forecasting perspective, how devastating will the loss of revenues be to the operations of the facility, once the monthly financials catch up. Canner indicated that pro formas were run from March to June; this period was chosen at that time as it was assumed that the course would be open as of June 1st and it was assumed that Grill 28 would not be fully operational. A four month chart was prepared showing a loss of anticipated revenues which came in at approximately \$500,000 as a result of the virus (i.e.; public play would dry up in March and April – loss of \$65,000 to 70,000; pay-for-parking would be down significantly for the month of April of about \$40,000). However, PDA staff looked internally to offset the losses and estimated cost savings on an annual basis of approximately \$600,000. Anderson indicated that the upcoming months will indicate some of the accuracies and financial consequences of the virus.

V. Reports:

Smith advised the Board that the package contained reports generated since January 16, 2020 from the various business units under separate cover. Smith asked if there were any specific questions regarding the reports that had been provided prior to moving to accept the reports into the record.

A. Accepted

Director Anderson moved the motion and Director Levesque seconded that the **Pease Development Authority Board of Directors (PDA) accept the Reports as submitted.**

Discussion: Director Torr (Torr) indicated that he did not see a cost reference in the UNH advertising agreement. Mullen indicated that this was an action that Brean thought would be helpful and the first time that PDA has done this as it was a promotion. Mullen indicated that the pricing was located in a couple of different locations in the document, the first being at the top of page 2 in the amount of \$1,500 on March 2nd. The sponsorship benefits included six (6) tickets to the Skybox, one Suite rental for eight (8) for March 7, 2020, as well as popcorn, nonalcoholic beverages, two (2) VIP parking passes and up to twenty (20) additional tickets could be requested. Mullen further stated that PDA also received some additional intermission radio announcement and visual advertising. Brean indicated that it was a season long event to support the UNH hockey team and during every home game the Airport and Allegiant were referenced during intermissions and during each game a fan of the game was chosen and at the final home game those fans were brought on the ice and a courtesy trip to Florida from Allegiant was raffled off. It was well received and in addition to this event there was a dasher board advertising PSM and Allegiant on the hockey board so every time UNH played on NESN or NBC sports, PSM and Allegiant were displayed on the dasher board TV play. Brean indicated it was well worth the money as it brought awareness to the UNH student body of PSM's niche for spring break.

Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

VI. Licenses/ROEs/Easements/Rights of Way:

A. Approvals:

1. **Jalbert Leasing, Inc. d/b/a C & J Bus Lines – Waiver of Termination Notice Period Regarding Two License Agreements**

Director Lamson moved the motion and Director Torr seconded that the **Pease Development Authority (PDA) Board of Directors hereby authorizes the Executive Director in accordance with the request of Termination of License Agreement dated March 17, 2020 (attached hereto) to waive the notice period for termination of two License Agreements for the five (5) areas described below, and to release Jalbert Leasing, Inc. d/b/a C & J Bus Lines (“C & J”) of Portsmouth, NH from its obligations under said Agreements, not including any provisions that survive termination, effective March 17, 2020.**

The five (5) satellite motor vehicle parking lots are:

1. Lot 1 Durham / Aviation,
2. Lot 47 Durham Street,
3. Lot 3 Hampton Street South,

4. Lot 4 Hampton Street North; and
5. 100 New Hampshire Avenue.

Discussion: Anderson asked of the potential loss of revenue from this request. Mullen indicated that C&J has the right to terminate, depending on which lot, with thirty (30) or sixty (60) days notice. The lot rental was nominal; Canner did not have those figures readily available but stated it was under \$5,000. Hinchee indicated that PDA is providing them a break on the notice period, but they had the right to terminate as needed.

Loughlin indicated that this is something that PDA does not have to do, but a thoughtful landowner would do in this case and commends it.

Lamson agrees with Loughlin's comment and further stated that what C & J has done for the area and she totally agrees with the request.

Torr agrees as well with the comments of the other Directors. Torr also stated that there was an article in Fosters about private bus companies not receiving any federal assistance from the government.

Director Levesque (Levesque) indicated that it was his belief that C & J is receiving state money.

Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

VII. Leases:

A. Approvals:

1. Lonza Biologics, Inc. – Sprung Structure

Director Allard moved the motion and Director Torr seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an extension to the "Agreement to Extend the Term for the Use of the Sprung Structure and for the Creation of the Park Area" with Lonza Biologics, Inc. for the purpose of extending the term of the Agreement through May 1, 2025. All other terms and conditions of the Agreement shall remain in full force and effect.

Discussion: Loughlin indicated that twenty (20) years ago when this temporary sprung structure was put in there was a lot of consternation about it, but it has turned out to be fine and it is maintained well.

Smith indicated that while it is not necessary to the approval, Lonza has been in the news lately and what a great highlight for the Tradeport and Lonza that they are on the frontline to manufacture what will hopefully be a vaccine for the coronavirus.

Lamson indicated that Lonza has been the talked about everywhere and we need to be very proud of this organization at the Tradeport.

Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

VIII. Contracts/Agreements:

Chairman Smith noted that to the extent possible items requiring Approval have been grouped into one motion. Immediately after the motion is read and seconded, he asked if any Director wished to set aside one or more items for an individual vote. Smith then recognized Deputy Director / Airport Director Paul Brean.

Brean informed the Board that consistent with the April meeting two items have been removed from the agenda as part of PDA's fiscal responsibility due to COVID-19, which are the golf fairway Toro mower and also a maintenance pick-up. PDA is going to hold off on purchasing those two items at this time.

A. Approvals:

1. AIP Grant for Portsmouth International Airport at Pease (PSM) Alpha South Hold Bay
2. State Block Grant Application for Skyhaven Airport (DAW) Terminal Apron Design
3. Direct Energy, Inc. - Electricity Agreement

Director Loughlin moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director as follows:

1. With respect to Portsmouth International Airport at Pease (PSM) Alpha South Hold Bay:
 - (a.) to accept an FAA grant offer for the Alpha South Hold Bay reconstruction at Portsmouth International Airport at Pease (PSM), including \$998,000 in AIP and CARES funding;
 - (b.) to enter into a contract with Hoyle, Tanner & Associates in the amount of \$23,350 for construction and grant administration services; and
 - (c.) to execute any and all documents necessary to accept the grant and to expend the funds for the reconstruction of a portion of the Alpha South Hold Bay;

all in accordance with a memorandum of Maria J. Stowell, P.E., Engineering Manager dated May 1, 2020.

2. With respect to the State Block Grant (SBG) Application for Skyhaven (DAW) Terminal Apron Design:
 - (a.) to accept a grant offer from the SBG Program and AIP and CARES funds for the design only of the rehabilitation and marking of the terminal tie-down apron at Skyhaven;
 - (b.) to enter into a contract with Jacobs Engineering Group, Inc. for the Skyhaven Terminal Apron Design project in an amount not to exceed \$150,000 for design and bidding services; and
 - (c.) to execute any and all documents necessary to accept the grant and to expend the funds for the Skyhaven Terminal tie-down apron design;

all in accordance with a memorandum of Maria J. Stowell, P.E., Engineering Manager dated May

6, 2020.

3. to enter into a contract with Direct Energy, Inc. for the supply of electrical power for the 24 month period effective on or about November 1, 2020 through October 31, 2022 at the fixed price of \$0.07678 per kWh;

all in accordance with the memorandum of Irving Canner, Director of Finance, dated May 13, 2020.

Discussion: Anderson asked regarding item 1(a) for a further explanation of the location being discussed. He has viewed the illustration but doesn't know what that area is. Stowell indicated that along with the runway that runs adjacent to the marked area, the pavement is being removed and replaced with new pavement. Currently the area indicated in red is concrete and over twenty (20) years old, much of it is original from the Air Force construction back in the '50s. The concrete and asphalt shoulders are being removed because it is broken and deteriorated and it is being replaced with asphalt pavement.

Lamson asked Stowell the depth of the concrete; Stowell indicated that the concrete is 14 to 18 inches thick. Stowell indicated that they are building up that area and won't be putting in that much asphalt; believes that there will only be 10 to 12 inches of asphalt installed in that area.

Lamson indicated to Anderson that if he went to the area on Grafton by C & J Bus and he would be able to see all of the work that is being done in that area. Anderson thanked Lamson and stated he knew geographically where it was located but didn't know what it was going to entail for the amount.

Lamson thanked Stowell for all of the information that was provided so that the Board would understand the requests.

Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

IX. Executive Director:

Smith indicated he would move item IX. A. to the end of the meeting.

A. Executive Director's Letter of Resignation effective June 30, 2020

B. Reports:

1. Golf Course Operations:

DeVito indicated that the golf course was able to open 18 holes on May 11th and all 27 holes as of May 15th. DeVito indicated that as of this week have been allowed to operate the driving range and practice putting greens. Even with the off weather have been able to run up to 70/75% with the new tee time system and anticipating that number will improve over the next couple of days. Overall things having been running well.

Anderson asked if the extra golf carts had been received (up to 40) in order to comply with the social distancing. DeVito affirmed that 40 carts were received; further he stated that under the guidelines if players are not members of the same household then the player rides individually. DeVito indicated

that the carts are being used and with the good weather anticipates they will be used.

Lamson indicated she knows how excited the golfers were to be get on the golf course.

Anderson asked if DeVito has projected a refund that may be associated to season pass holders. DeVito indicated that discussions have been held with the staff and believes that something is going to be prepared for the June Board meeting as he does not have final figures.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean indicated that it was a dismal April and he is optimistic that PSM has bottomed out. Brean indicated that there were approximately 1,200 passengers that utilized the terminal and a majority of those passengers were snowbirds returning home from Florida (this was the lowest activity since 2013). However, PSM has seen a significant uptick in trending this month. It is good to be unique and Allegiant is doing things that others in the industry are not and were one of only two airlines in the world that posted a first quarter profit. As a way to put things into perspective, JetBlue and Spirit are flying at 10% capacity now and all other airlines are flying at 24% capacity, but Allegiant is the only airline flying at 53% capacity. So industry experts think that domestic leisure travel will be the first to come out of this and Allegiant is positioned very well. Most recently PSM is seeing flight loads of its Punta Gorda arrivals in the hundreds; quite different than other airlines and other airports. Anticipate a better May with an uptick in numbers.

Historically, April has been PSM's largest pay-for-parking month and this April only \$4,000 was earned in revenue parking. Brean reminded the Board that all of the revenue (pay-for-parking and fuel flowage fees) were established in 2019 so this is somewhat new aviation revenue and he believes will bounce back quickly. For the month of April PSM did 250,000 gallons of fuel which ended up being better than anticipated as had a low forecast due to the runway reconstruction project.

Brean indicated that Allegiant has been recognized for the number of on-time arrivals and departures this past quarter (over the winter). Brean also indicated less flight cancellations for the month of May and the Myrtle Beach service will be commencing in June. Brean noted that future bookings are being reported as optimistic.

NHANG continues to receive its KC-46s, currently have eight (8) on the field and starting to actively fly missions.

Phase I of the runway reconstruction project is underway and new asphalt is being laid. Currently the project is ahead of schedule considering many projects throughout the country have been impacted by COVID-19.

Brean indicated that the terminal expansion is starting with steel work and preparing to put up walls and the glass for that project; things are moving forward there.

b) Skyhaven Airport (DAW)

Brean indicated that not much is going on up there but excited that the Block Grant approval has been granted and will begin work on the ramp which is being funded by the CARES Act. This is something that would have to have been done, but PDA is able to receive some strong funding for the project.

c) Noise Line Report
(i) January through April 2020

Brean indicated that there have been a couple of noise complaints over the past couple of months primarily due to low flying aircraft. Brean also indicated that last month there were two construction related noise complaints associated with the construction project. Construction operations have been moved to the day and will remain day for most of the summer. Also received a vibration complaint that the steam rollers were making.

Lamson asked Brean about the comment he made about Allegiant being 53% as far as its revenue. Brean indicated that was not what he said, he indicated that Allegiant did post a quarterly profit and that they are flying 53% of its pre-COVID capacity.

Allard asked Brean as to completion date of the terminal expansion project. Brean indicated that the scheduled date is Spring of 2021, but the contractor is making headway quicker than forecasted. Brean has heard about an occupancy permit in December; this would not be a complete project, but would allow the use of some of the space to be utilized while they complete the build-out. Brean indicated that the Spring of 2021 is being targeted for completion.

Allard asked about the completion of the runway. Lamson indicated that the runway would be complete after Labor Day. Brean indicated that the runway is anticipated being complete in December 2020.

Lamson indicated that in speaking with the Engineering Department it was understood that the runway project would be complete with paving after Labor Day. Stowell clarified that the bulk of paving would be complete in September but after that they return to do additional work such as cutting paving, grooves and markings. Lamson affirmed that was the clarification she had provided to the Newington Board of Selectmen.

Anderson indicated that for Allegiant to be operating at 53% pre-COVID activity is very impressive in comparison to some of the legacy airlines it is warming to hearing that PSM is affiliated with Allegiant and vice versa. Brean indicated that it is quite unique and that PSM is glad that it is our niche at this time. As airports open up that domestic leisure travel will be the first to return and it appears as though that is what is happening now. Anderson indicated that even though Allegiant has reduced its calling to other airports by a considerable percentage, PSM remains as one of the destinations or activity points. Brean affirmed and further stated PSM has maintained all of its destinations and believe there may be some seat capacity increase throughout the summer primarily when some of the theme parks reopen. Anderson indicated good news in desperate times; Brean stated that PDA will take any good news it can get.

C. Approvals:
 1. Bills for Legal Services

Director Anderson moved the motion and Director Torr seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$12,557.00 for the following legal services rendered to the Pease Development Authority:

1.	<u>Sheehan Phinney Bass & Green</u>		
	March 1 - March 31, 2020	\$12,035.00	
	March 1 – March 31, 2020	<u>\$ 522.00</u>	
			<u>\$12,557.00</u>
	Total		<u>\$12,557.00</u>

Discussion: None Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

X. Division of Ports and Harbors:

Chairman Smith noted that to the extent possible items requiring Approval have been grouped into one motion. Immediately after the motion was read and seconded, Smith asked if any Director wished to set aside one or more items for an individual vote.

- A. Approvals:
1. Right of Entry Extension - Juliet Marine
 2. Right of Entry Extensions – Hampton & Rye Harbor Marine Facilities (Operating Charter Vessels and buildings onsite)
 3. DiTucci / Lawrence Tank Water Truck
 4. Right of Entry – Broco Oil Diesel Fuel
 5. Right of Entry – Robert Nudd – F/V Shelia Ann – Hampton Harbor Marine Facility

Director Levesque moved the motion and Director Torr seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director and the Division Director, in accordance with their respective powers and duties, to:

1. a) grant an extension of the Right-of-Entry (ROE) to Juliet Marine Systems, Inc. (Juliet) for the storage and loading of the Ghost boat, by approval of the PDA Board of Directors on May 16, 2019, on a month to month basis through April 30, 2021; and
- b) execute a Right of Entry with Juliet for the use of the facilities at the Market Street Terminal as a location from which to test launch the Ghost boat, for a period of no less than twelve (12) months, start date to be determined upon successful award of the DARPA grant;

all in accordance with the memorandum of Geno J. Marconi, Division Director, dated April 30, 2020.

2. execute Rights of Entry for the Rye and Hampton Harbor Marine Facilities with each Commercial Operation entity listed; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 6, 2020.
3. execute a Right of Entry with DiTucci Petroleum Carriers Inc. dba Lawrence Tank of East Kingston, NH, for the purpose of filling its tankers with salt water at the Hampton Harbor Marine Facility; effective July 1, 2020 through Dec 31, 2021, with two one-year options to extend subject to the approval of the Executive Director, all in accordance with the terms and conditions contained in the memorandum of Geno J. Marconi, Division Director, dated May 8, 2020.
4. execute a Right of Entry with Broco Oil of North 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 May 6, 2020.
5. amend the existing Right of Entry with Robert Nudd at the Hampton Harbor Marine Facility for the purpose of permitting construction of a 12' x 16' addition onto his existing building for the storage of live harvested lobsters associated with Nudd's business located at the facility; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 12, 2020.

Discussion: None Disposition: Resolved by unanimous (7-0) roll call vote for; motion carried.

Anderson stated it wasn't on the agenda but asked Smith if it was noteworthy to ask Director Marconi to make an explanation of the circumstances that exist at the Portsmouth Fish Pier. Anderson has had previous discussions with Marconi regarding this matter and thought it would be good to inform the Board of the progress the conditions of the pier which happened almost a year ago.

Marconi indicated that it was just a year ago (May 20th) when the wall failed. Marconi indicated that a review has been completed of the pile design which still requires a couple of items that need to be fine-tuned. PDA legal has reviewed the bid documents and DPH is getting to the point to go out to bid. The next step is to petition the Governor to release the capital funds for the project. The monies were appropriated by the legislature which have already been spent on design and engineering and a few other incidentals to get to the point where we are. Under one of the Governor's Emergency Orders, a hold has been placed on all capital expenditures that were appropriated so the next step is to make the request to the Governor's Budget Director to get it before the Governor for his approval and then DPH will go out to bid once that approval is received.

Anderson stated in putting that in perspective if there is a timeline when that might be forecasted, pending when the bids and award go out, it wouldn't be somewhere in the fall or during the winter, asked Marconi to make a prediction on that. Marconi indicated that he is cautiously optimistic; it has been discussed with the consulting engineers regarding how long the project should be advertised.

Marconi indicated that what he likes is having a mandatory pre-bid conference so it is known who will bid on the project. After the pre-bid conference, if any bidder has any question during the bid period both the question and the response can be relayed to all attendees of the pre-bid conference. This affords all bidders with the same information, avoiding bidders saying they didn't know (putting everyone on an equal playing field). Marconi indicated that DPH is still working on this timeline, making it as expeditious as possible. Anderson thanked Marconi for the update to the Board.

XI. New Business:

None.

XII. Upcoming Meetings:

Finance Committee	June 15, 2020 @ 8:30 a.m.
Board of Directors	June 18, 2020 @ 8:30 a.m.

All Meetings begin at 8:30 a.m. unless otherwise posted.

Smith indicated that the June Board meeting may be held outdoors at the Tradeport and advised the Board members to look for additional information regarding the location of the upcoming Board meeting.

Lamson asked where the Finance Committee meeting will be held. Hinchee indicated that it has not yet been determined, that PDA staff are waiting to see where things per the Governor's Orders and see what the numbers will be for gatherings after the May 31st Stay at Home order. Hinchee indicated that PDA staff are exploring lots of interesting ideas. Hinchee stated that there are a lot of things that can be done but have to take into consideration acoustics and how to broadcast taping etc.

XIII. Directors' Comments:

Smith indicated that he received a resignation letter from Director Mullen; the Board knew that this day was coming but it snuck up on the Board fairly quickly. Smith read the letter (Executive Director's Letter of Resignation effective June 30, 2020) which was dated May 21, 2020, into the record.

"Dear Chairman Smith;

This letter serves as my formal notice of resignation as PDA Executive Director effective June 30, 2020.

With nearly twenty two years of service to the PDA I have to say in my experience there has never been a dull day at Pease. Working together with the support of Past and Present Board Members, PDA Staff and our Developer Partners we have accomplished tremendous economic success for the Seacoast Region and the State.

Over the last five years the challenge has been to implement a succession plan to carry Pease into the foreseeable future. With nearly 30 percent of our full time staff having over 20 years of service it is clear attracting and keeping a talented and dedicated staff would be critical for continued success.

Fortunately we have been able to locate and hire the people we need and want to insure the PDA organization remains strong.

I am extremely confident the PDA is very well positioned and continues to employ the talented dedicated staff with a vision of the future and a determination of how to get there.

Thank you for many opportunities afforded me.

Sincerely,

*David R Mullen
PDA Executive Director"*

Smith highlighted some of Mullen's accomplishments during his tenure:

- In 1990 he was a State Industrial Rep. at what was then called DRED;
- In 1998 he became the Director of Economic Development at Pease;
- Subsequently, he served as PDA Deputy Executive Director;
- He had two stints as Acting Director before he was appointed the Executive Director in 2009;
- Under his leadership, wages paid by Tradeport tenants have increased from at \$2,021,000 in 2002 to an estimated \$700 million in 2019;
- The amount of Business Rooms and Meals taxes generated by Tradeport tenants has increased from \$4.8 million in 2002 to \$16.2 million in 2019;
- PDA's fixed asset base has grown from \$60.6 million in 2002 to what is projected to be almost \$200.3 million by the end of FY 2020;
- The Tradeport now supports 250 companies, employing about 10,500 direct hirers which include manufacturing, pharmaceutical, tech, government education services, aviation and aeronautics; and
- 4.86 million square feet of commercial and industrial land has been developed or has been approved for development, with only 25 acres remaining to be developed.

Smith stated that this is quite the legacy to leave behind to say the least. Smith went on to say that Mullen and PDA staff welcomed Smith with open arms when he was appointed PDA Chairman three (3) years ago. Smith further indicated that it has been a pleasure working with Mullen. Smith congratulated Mullen on what he has accomplished and wished him nothing but the best with his next phase of life; Smith thanked Mullen for everything he has given to the State of New Hampshire and the Tradeport.

Mullen thanked Smith for his kind words and that it has been a great run. Mullen further indicated he is proud to be a member of the team that made it happen and appreciated the Chairman's continued support.

Loughlin echoed Smith's comments; further stated that Mullen has done a great job and the Board has been so fortunate to have him. Loughlin noted that the Board meetings go so smoothly as a result of the staff under Mullen's leadership. The PDA staff brings everything together, there are all sorts of little issues the come up that the Board doesn't hear about that take a lot of effort to work out

and the Board really appreciates all that Mullen has done.

Lamson thanked Mullen for all that he has done and assisting her on many of the issues that she has come across. Lamson stated that Mullen is extremely knowledgeable and holds the staff together and thanked him kindly for all of the work that he has done for the Tradeport.

Torr echoed Loughlin's comments that Mullen has done an excellent job; wishing him a well-deserved and enjoyable retirement coming up.

Allard indicated he remembers when Mullen became the interim Executive Director and the Board tested him out to see how he would do to fill that slot in a short period of time. Very quickly the Board found out that Mullen was doing better than expected and obviously the temporary position turned into a permanent position. As a Director, Mullen has always answered Allard's questions, kept him up-to-date on issues in front of the Board; Mullen has also been supportive of all of the items Allard was involved in. Allard thanked Mullen and wished him nothing but the best.

Anderson indicated that while he is new to the Board, but the accolades that Mullen has received are above and beyond description. Anderson jested about tabling the decision to accept Mullen's resignation for a year or two; understands how valuable Mullen has been in his position that he has held at Pease.

Levesque echoed all sentiments and further stated the amazing and successful career Mullen has had and going back to what Smith stated about Lonza. When we see the news about what Lonza is about to do for the entire world essentially; believes it was a lot of work on the whole project and wished him well in retirement.

Mullen indicated he will continue to watch Lonza's progress as there is a lot yet to be done; its expansion that they have promoted to being another 1,086,000 square feet will take time and a lot of time and effort. PDA needs to be vigilant on that project because it is very important not only to Pease, but to the world. Mullen thanked the Board and appreciated all of the kind comments.

Smith indicated as he said about Torr in leaving the Board last month, it is his hope is to give both Mullen and Torr a proper send off in person as this seems so underwhelming to be doing this over the phone and hopes in due time will see them off in person.

Smith also stated that this may be Torr's last meeting as he wasn't sure if Strafford County has made an appointment for Torr's position, but if it is it has been a pleasure working with Torr and what he has helped to accomplish at Pease. Torr indicated that the Strafford County Executive Committee had a meeting and one individual applied, and that person would have been a great choice to replace him. However, with only one individual who applied, the Executive Committee has decided to extend out the application period to June 1st; so he is unsure if this will be his last meeting depending on how rapidly they move forward. Torr would like to thank Mullen for all of his activities associated with Torr; Torr also indicated Hinchee, Canner, Stowell, Blenkinsop and Brean for their support. Torr hopes that they continue the work as well as they have in the past. As a side note, Torr thanked Renee Plummer for her behind the scenes activities and keeping the political activity out of it; to Al Weston for the attention to the hiring Paul Brean, as well as the Strafford County delegation, the Senators of

Strafford County, Senate President, Speakers of the House and Governors who have appointed him. Torr indicated that he was humbled to have served with the Board members he has served with.

XIV. Adjournment:

Director Torr moved the motion and Director Lamson seconded to adjourn the Board meeting. Meeting adjourned at 9:44 a.m.

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

XV. Press Questions:

Smith asked if there were any members of the press on the call. Siegenthaler explained the process on how to be recognized to speak at the meeting and acknowledge the number ending in 7219. Paul Briand of the Portsmouth Herald was acknowledged to speak. Briand thanked the members on how the meetings were being conducted and while he did not have any real questions he has been on the call and was on the last call last month and will continue to cover the meetings as needed. Smith thanked Briand for covering the Board meetings and hopefully the next meeting will able to be held in person. Nonetheless what happens at PDA meetings is getting out to the public and it is helpful having the press call into the meetings in order to have the information disseminated to the public. Briand asked for clarification of consideration of an outdoor meeting for the June meeting. Smith indicated that holding the meeting outdoors is under consideration but that it is necessary have to make sure the meeting will comply with all the Governor's Executive Orders. If it can happen it would be great but if it cannot happen outdoors and will be held over the phone again. Briand indicated that the tent at the golf course if nice and big and comfortable.

Smith asked if there any other hands raised; Siegenthaler indicated that there were no other hands raised.

Respectfully submitted,



David R. Mullen
Executive Director/Secretary



MOTION – VI. A. 1.


Director Torr:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director and General Counsel to complete negotiations to effect up to a 74 year lease of the Park and Ride Premises, and to submit a Request for Release of Airport Property to convey fee simple title of the Route 33 ROW, both to NH DOT. This authority includes requisite permission to execute any and all necessary or appropriate and related documents to the implementation of these transactions; all in accordance with the memorandum of Lynn Marie Hinchee, General Counsel, dated June 8, 2020 attached hereto.

LEGAL DEPARTMENT

Memo

To: PDA Board of Directors

From: Lynn Marie Hinchee, General Counsel 

cc: Dave Mullen, Paul Brean, Maria Stowell, Irving Canner and Anthony Blenkinsop

Date: June 8, 2020

Re: NH Park and Ride and Transportation Terminal

INTRODUCTION: As part of the closure process for PAFB, the Air Force Environmental Impact Statement (EIS) identified and incorporated into an MOU with EPA and NHDES certain requirements intended to insure that the redevelopment of Pease would not add to the level of ozone precursor emissions and make it more difficult for the state to attain reductions in total organic compound emissions as required by the 1990 amendments to the Federal Clean Air Act. The MOU required PDA to complete a Surface Transportation Study to evaluate transportation impacts of the redevelopment of Pease and to identify actions and mitigation measures to allow for phased development.

The Surface Transportation Master Plan was issued and adopted by the PDA Board of Directors in 1993. Section 12, Site Access, provided that beyond the year 2001, a second site access point was required for continued development. Based on a review of overall traffic distribution and operations, it was recommended that the secondary site access be located in the vicinity of the Route 33/I-95 interchange (Exit 3). Pease access at this location would intercept Tradeport-generated traffic from the south and extend the service life of the Pease Boulevard Main access drive. The estimated construction cost was \$3.6 M.

WORKING WITH THE DEPARTMENT OF TRANSPORTATION: Beginning in 1996, NHDOT approached PDA with a request to construct a Park and Ride and Bus Terminal at the Tradeport. On June 26, 1997 the PDA Board of Directors authorized its Executive Director to complete negotiations with NHDOT to facilitate the location and construction of the Park and Ride. On October 11, 2000, a subsequent approval of the Board authorized an expansion of the Park and Ride.

NHDOT occupies the Park and Ride pursuant to a Right of Entry dated September 3, 1998. Transfer by fee to NHDOT was contemplated based on the construction by DOT, at its sole cost and expense of a southern access into Pease (Grafton Drive) at a cost of \$4.3 M.

PREMISES: The interests to be conveyed to NHDOT consist of a primary leasehold of 14.04 acres, a drainage easement of 2.58 acres, a 147 square foot area containing a catch basin reserved for drainage, and a permanent right of way of 5.59 acres. In addition, a parcel adjacent to Route 33 of .82 acres will be separately conveyed by fee.

SPECIAL CIRCUMSTANCES: The Park and Ride is located in the Pease Natural Resource Protection Zone and the Airport Zone. The property is shown on the Airport Layout Plan and a significant portion is located within the Runway Protection Zone (RPZ).

The Natural Resource Protection Zone is intended primarily for uses relating to airport buffer and security purposes and for the protection of existing natural resources. Permitted Uses within the Natural Resource Protection Zone, Section 303.06 of the PDA Land Use Controls (LUCs) are extremely limited and are most often unoccupied facilities or support for other permitted activities. As such, the Natural Resource Protection Zone does not generate any direct revenue to the Airport, with the sole exception of the Pease Golf Course which is owned and operated by PDA.

The RPZ is a trapezoidal area off the end of the runway that serves to enhance the protection of people and property on the ground in the event an aircraft lands or crashes beyond the runway end. RPZ's underlie a portion of the approach closed to the airport. Under FAA design criteria the Airport must own the landing area. Also, the Airport must have sufficient interest in the RPZ's to protect the zone from both obstructions and incompatible land uses. The FAA Advisory Circular 150/5300-13 provides that RPZ's should be on airport property as part of its ownership policy.

Transportation Facilities, including public roads/highways and vehicular parking facilities, can be considered compatible with the RPZ.

With respect to the enforcement of the LUCs, Section 315.01 provides a broad exemption applicable to any department or agency of the State of New Hampshire or the federal government. It is only as a result of its status as an agency of the State that NHDOT was permitted to construct and operate the Park and Ride. Absent this public purposes, the subject premises are not considered to have commercial value and are not marketed for revenue purposes.

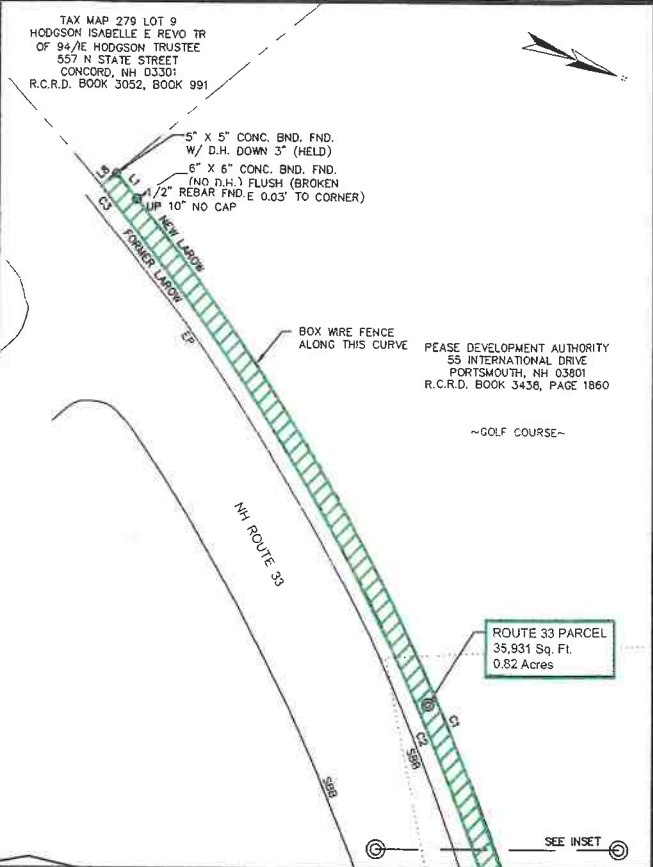
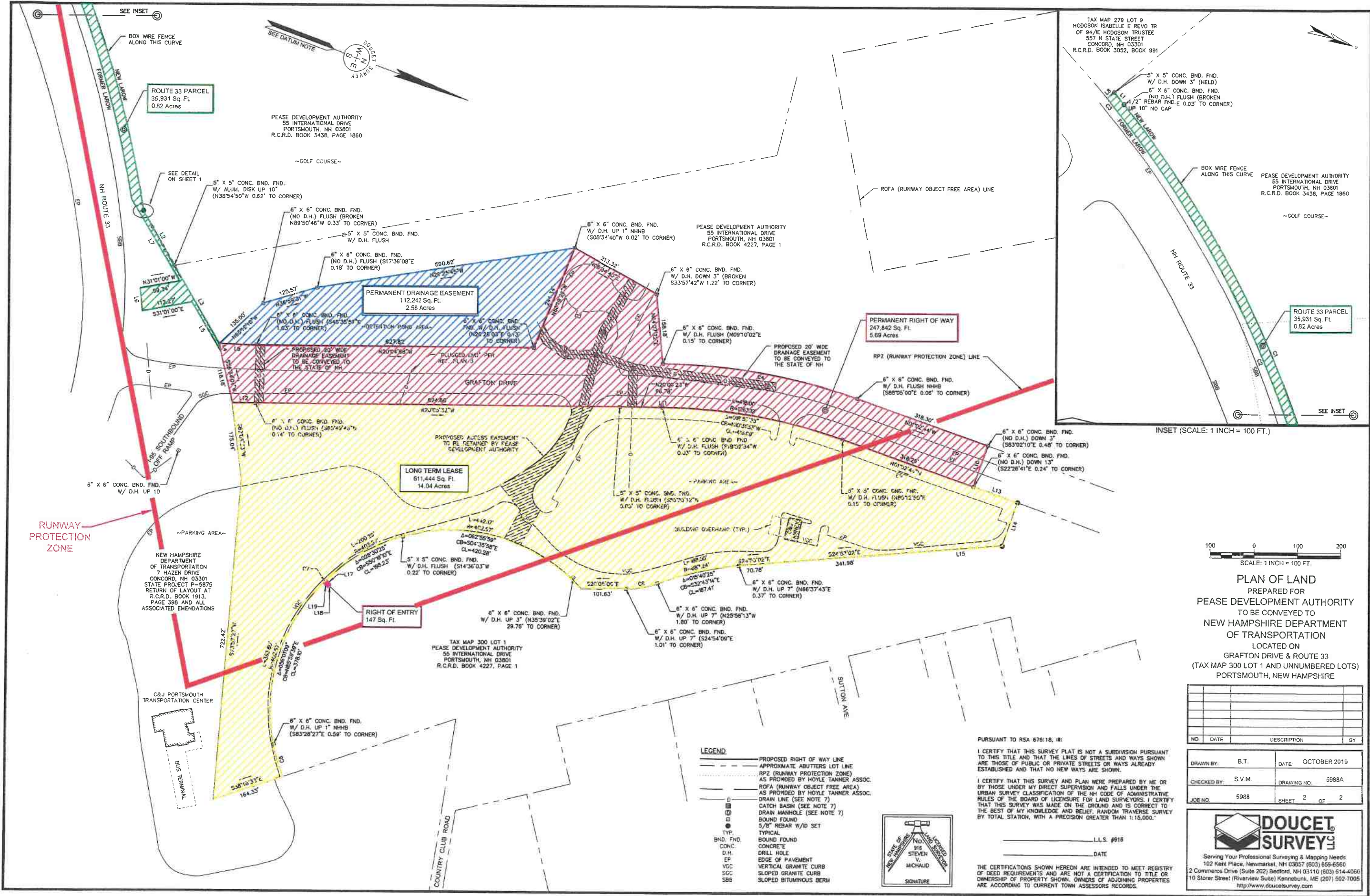
FEE TRANSFER vs. LONG TERM LEASE: The PDA Board of Directors first authorized the release of the Park and Ride Premises to NHDOT in June 1997. Subsequent Park and Ride votes have taken place on at least 8 other occasions, primarily to extend the Right of Entry under which NHDOT operates.

In May 2020, NHDOT prepared an RFP for the Long Term Lease/Concession Agreement of the Dover and Portsmouth Bus Terminals. In connection with this effort, PDA and NHDOT renewed efforts to pursue a Release of the Airport Property which is operated as the Park and Ride.

Prior to 2018, the FAA limitation on long term leases beyond 40 years made the fee transfer a preferable method of conveyance to NHDOT. In reviewing the process for fee transfer anew, and with specific reference to anticipated FAA concerns for the transfer by fee of any portion of the RPZ to NHDOT, PDA requested that NHDOT consider a long-term lease of the Park and Ride consistent with the new guidance which has been provided by the FAA. Consideration for the Lease will be \$4.3 M in in-kind construction of the south access by NHDOT. A separate analysis of the net present value of that consideration and the fair market rental value of the premises will be performed by a third party to document compliance with FAA requirements.

WHAT IS REQUESTED: At the Board Meeting on June 18, 2020, PDA staff is requesting that the Board of Directors authorize the Executive Director and General Counsel to complete negotiations with NHDOT to effect up to a 74 year lease of the Park and Ride Premises, and to submit a Request for Release of Airport Property to convey fee simple title of the Route 33 ROW, both to NH DOT. This authority should include requisite permission to execute any and all necessary or appropriate and related documents to the implementation of these transactions.

FUTURE CONSIDERATIONS: Following execution of a Lease with PDA, NHDOT intends to seek a partnership through the execution of a Facilities Lease/Concession Agreement with a private entity (Operator) to undertake the long-term operation and maintenance of the Park and Ride, and to consider the potential for additional development, to include building improvements, security systems and expanded parking. Fee based parking may also be permitted. PDA has advised NHDOT of the potential application of a Municipal Services Fee (MSF) to any Operator, and informed the City of Portsmouth (COP) of this potential issue. PDA has asked NHDOT and COP to discuss the application of the MSF prior to NHDOT finalizing any Operator agreement. Additionally, the PDA has made no representation to NHDOT regarding zoning matters in connection with any such agreement.



INSET (SCALE: 1 INCH = 100 FT.)



PLAN OF LAND
 PREPARED FOR
 PEASE DEVELOPMENT AUTHORITY
 TO BE CONVEYED TO
 NEW HAMPSHIRE DEPARTMENT
 OF TRANSPORTATION
 LOCATED ON
 GRAFTON DRIVE & ROUTE 33
 (TAX MAP 300 LOT 1 AND UNNUMBERED LOTS)
 PORTSMOUTH, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION	BY

DRAWN BY: B.T. DATE: OCTOBER 2019
 CHECKED BY: S.V.M. DRAWING NO.: 5986A
 JOB NO.: 5988 SHEET 2 OF 2

DOUCET SURVEY
 Serving Your Professional Surveying & Mapping Needs
 102 Kent Place, Newmarket, NH 03857 (603) 658-6560
 2 Commerce Drive (Suite 202) Bedford, NH 03110 (603) 614-4060
 10 Storers Street (Riverview Suite) Kennebunk, ME (207) 502-7005
<http://www.doucetsurvey.com>

- LEGEND**
- PROPOSED RIGHT OF WAY LINE
 - - - APPROXIMATE ADJUTERS LOT LINE
 - RPZ (RUNWAY PROTECTION ZONE)
 - ROFA (RUNWAY OBJECT FREE AREA)
 - AS PROVIDED BY HOYLE TANNER ASSOC.
 - DRAIN LINE (SEE NOTE 7)
 - CATCH BASIN (SEE NOTE 7)
 - ⊙ DRAIN MANHOLE (SEE NOTE 7)
 - ⊖ BOUND FOUND
 - ⊕ 5/8" REBAR W/D SET
 - ⊖ TYP. BOUND FOUND
 - ⊕ CONC. CONCRETE
 - ⊖ D.H. DRILL HOLE
 - ⊕ EP. EDGE OF PAVEMENT
 - ⊖ V.C.C. VERTICAL GRANITE CURB
 - ⊕ S.C.C. SLOPED GRANITE CURB
 - ⊖ S.B.B. SLOPED BITUMINOUS BERM

STATE OF NEW HAMPSHIRE
 No. 916
 STEVEN V. MICHAUD
 SURVEYOR

PURSUANT TO RSA 676:18, III:
 I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.
 I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION AND FALLS UNDER THE URBAN SURVEY CLASSIFICATION OF THE NH CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS. I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. RANDOM TRAVERSE SURVEY BY TOTAL STATION, WITH A PRECISION GREATER THAN 1:15,000.
 L.L.S. #918
 DATE

THE CERTIFICATIONS SHOWN HEREON ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE ACCORDING TO CURRENT TOWN ASSESSORS RECORDS.



Date: June 8, 2020
 To: David Mullen, Executive Director *DM*
 From: Irv Canner, Director of Finance *IC*

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming June 18th Pease Development Authority Board meeting, the following is an Executive Summary of the three financial reports for your review and comment:

Report #1- Financial Report for the Ten-Month Period Ending April 30, 2020

Income Statement (Page #2)

Actual operating revenues of \$13,514,000 are 1.1% above budget primarily due to the increase in fee revenues associated with wharfage and dockage, golf course related public play revenues and Grill 28 concession fees. Slightly offsetting these revenue gains were the decreased fuel revenues associated with the reconstruction of the Portsmouth Fish Pier wall. To a lesser extent, the Covid 19 pandemic has impacted certain revenues streams.

Actual operating expenses of \$10,484,000 are 3.9% below budget primarily due to expense under runs in marketing and the cost of fuel at the Portsmouth Fish Pier. To a lesser extent budget underruns have been incurred due to the less than expected winter snow season.

The resulting Operating Income of \$3,030,000 is \$566,000 greater than expected which directly contributed to our ability to address internal working capital requirements without the need to draw-down from the \$15,000,000 Revolving Line of Credit (RLOC) with the Provident Bank.

Balance Sheet (Page #8)

The overall financial health of the PDA remains strong providing \$8,835,000 in current assets and \$3,483,000 in current liabilities. The PDA has no debt outstanding including full access to the \$15,000,000 RLOC. During the ten-month period unrestricted cash balances decreased by \$1,551,000 to \$5,998,000 due to the following activities:

Operating Income	\$ 3,030,000
Grant Funding	3,105,000
Capital Expenditures	(6,643,000)
Accounts Receivables	(1,165,000)
All Other- Net	<u>122,000</u>
Total	\$ <u>(1,551,000)</u>

Report #1- Financial Report for the Ten-Month Period Ending April 30, 2020 (continued):

The more significant capital expenditures during the period include:

◦ PSM Terminal Expansion / Phase I	\$ 4,380,000
◦ PSM Runway Reconstruction Project	1,509,000
• Functional Replacement- Barge Dock	186,000
• PFP Repair and Construction	222,000
• All Other	<u>346,000</u>
Total	<u>\$ 6,643,000</u>

The net pension and OPEB liability for the PDA remains at \$14,897,000. It is anticipated that the updated projections will be received from the actuarial consultants during July 2020.

As noted on page #5, the current PDA Organization Chart reflects 65 filled benefited positions and 2 open benefited positions.

Business Unit Performance

Portsmouth Airport

Operating revenues total \$1,382,000 which is approximately 10.4% below budget. The primary reason is the budget under-run in pay for parking revenues. Unbudgeted aviation fees from the State of New Hampshire have somewhat offset the lower pay for parking revenues. Current enplanements are less than the prior year due, in part, to the Covid 19 pandemic.

Skyhaven Airport

Operating revenues total \$173,000 which is approximately 8.8% above budget. The primary reason is the receipt of unbudgeted aviation fees from the State of New Hampshire. Cumulative net cash flow losses, since accepting the operational responsibilities for Skyhaven Airport, now total \$(1,727,000).

Tradeport

Operating revenues total \$7,797,000 which is approximately 0.8% above budget. The primary reason for the favorable variance is associated with rental of facilities.

Golf Course

Operating revenues total \$1,856,000 which is approximately 10.1% above budget. The primary reasons are associated with public play at the golf course and increased level of concession revenues associated with Grill 28. Gross revenues at the Grill 28 are 4.5% less than the prior ten-month period, again, due in part to the Covid 19 pandemic.

Report #1- Financial Report for the Ten-Month Period Ending April 30, 2020 (continued):

Division of Ports and Harbors

Operating revenues total \$2,132,000 which is approximately 2.5% greater than budget. The lost fuel sales at the Portsmouth Fish Pier have been offset by wharfage and dockage fee revenues

Report #2- Cash Flow Projections for the Nine Month Period Ending February 28, 2021

During the next nine-month period internal cash flow projections are dominated by approximately \$34,562,000 in capital expenditures primarily in support of the PSM Runway Reconstruction Project and the PSM Terminal Expansion. Of these monies, \$26,101,000 will be grant funded requiring the PDA to draw upwards of \$12,300,000 through our RLOC with the Provident Bank. Based on current expectations of actual grant reimbursements of \$21,095,000 during this period, the net debt outstanding is projected at \$9,200,000.

Revenue projections have been lowered due to the coronavirus environment as associated with the reopening of the golf course and Grill 28 operations. To a lesser extent PSM Pay for Parking revenues are also anticipated to be less than budgeted.

Page # 3 provides the detailed monthly cash flow projections noting the minimum cash balances remain at approximately \$1,000,000 to allow the PDA to address its ongoing working capital requirements. Again, a critical component in developing these cash flow projections is the timely reimbursement process associated with grant funded capital projects.

Report #3- Proposed FY 2021 Operating Budget and FY 2022 – FY 2024 Forecast

As reflected within page #3 of the report, we are proposing \$16,301,000 in operating revenues and \$14,150,000 in operating expenditures. Measured against the FY 2020 Operating Budget, revenues are down by 0.4% while expenditures increased by 4.0%. The primary reasons for these fluctuations include:

Operating Revenues

Related Activity	\$ Change	% Change
PSM- Pay for Parking	(416,000)	(2.5)
Fuel Sales (DAW and DPH)	(150,000)	(0.9)
Facilities Rental	329,000	2.0
Aviation Fees	99,000	0.6
PSM- Fuel Flowage Fees	55,000	0.3
Miscellaneous Other- Net	19,000	0.1
	(64,000)	(0.4)

Report #3- Proposed FY 2021 Operating Budget and FY 2022 – FY 2024 Forecast (continued):

Operating Expenditures

Related Activity	\$ Change	% Change
Electricity and Waste Disposal Services	169,000	1.2
Harbor Dredging	120,000	0.9
Cleaning Contract	88,000	0.6
Interest Expense- Net of Interest Income	70,000	0.5
Municipal Storm Water Sewer System	50,000	0.4
Property Insurance	40,000	0.3
Cost of Goods Sold- Fuel (DAW and DPH)	(141,000)	(1.0)
Miscellaneous Other- Net	150,000	1.1
	546,000	4.0

In developing the proposed FY 2021 Operating Budget a number of sensitivities and assumptions were made including:

1. No incremental permanent staffing from current levels.
2. Employee annual merit increase capped at 2.0% plus a COLA adjustment not to exceed 1.5% for all eligible employees.
3. Post-retirement health care rates are adjusted in January 2021.
4. Fuel flowage rate per gallon increase from \$0.02 to \$0.03 per gallon on July 1, 2020.
5. PSM continues to operate as a “no fee” airport relative to Passenger Facilities Charges and Land Fees.
6. New electrical supply contract rate of \$0.07678 / kWh goes into effect October 1, 2020.
7. Current Grill 28 restaurant agreement extended to October 31, 2021.
8. DPH workers compensation continues to be self-funded.
9. Portsmouth Fish Pier refueling operations are restored during the fourth quarter of 2020.
10. Cost of capital under the Revolving Line of Credit remains under 4.25%.

At your convenience, I would be pleased to address any questions or supplemental information you may need.



FY 2020 FINANCIAL REPORT
FOR THE TEN MONTH PERIOD
ENDING APRIL 30, 2020



BOARD OF DIRECTORS MEETING
JUNE 18, 2020

CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES
 FOR THE TEN MONTH PERIOD ENDING

APRIL 30, 2020

(in \$'000)

OPERATING REVENUES

2019 2020

• LIMITED AND SEVERELY IMPAIRED WITH
 IMPAIRMENT LOSS OF \$1.7 MILLION IN
 2020

• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

OPERATING EXPENSES

• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

• FUEL SALES INCREASED IN 2020
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• FUEL SALES INCREASED IN 2020
 DUE TO INCREASED DEMAND FOR
 FUEL IN THE MARKET

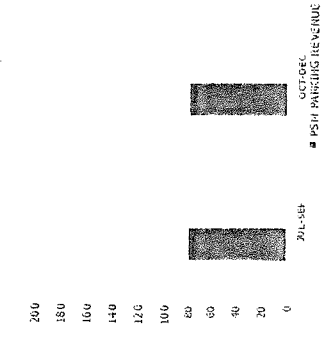
	2019	2020	2021	2022
OPERATING REVENUES	1,122,000	1,122,000	1,122,000	1,122,000
OPERATING EXPENSES	1,122,000	1,122,000	1,122,000	1,122,000
PERSONNEL SERVICES AND BENEFITS (PAGE #9)	5,000	5,000	5,000	5,000
BUILDINGS AND FACILITIES MAINTENANCE	1,000	1,000	1,000	1,000
GENERAL AND ADMINISTRATIVE (PAGE #8)	1,000	1,000	1,000	1,000
UTILITIES (PAGE #8)	500	500	500	500
PROFESSIONAL SERVICES (PAGE #9)	200	200	200	200
MARKETING AND PROMOTION	120	120	120	120
ALL OTHER (PAGE #8)	500	500	500	500
OPERATING INCOME	0	0	0	0
OPERATING EXPENSES (PAGE #9)	1,122,000	1,122,000	1,122,000	1,122,000
OPERATING INCOME	0	0	0	0
OPERATING INCOME	0	0	0	0
OPERATING INCOME	0	0	0	0

CONSOLIDATED OPERATING REVENUES FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2020

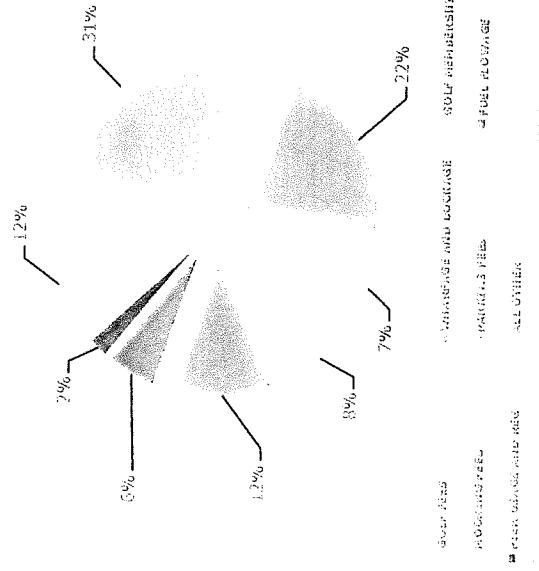
(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	8,798	8,649	149	10,091
FEE REVENUES (SEE PFC TABLE)	3,420	3,316	104	4,290
FUEL SALES (SEE TABLES BELOW)	361	713	(352)	914
CONCESSION REVENUE	281	251	30	326
GOLF MERCHANDISE	173	164	9	235
ALL OTHER- NET	481	278	203	375
	<u>13,514</u>	<u>13,371</u>	<u>143</u>	<u>16,231</u>

	ACTUAL	BUDGET
PARKING	347	703
FUEL FLOWAGE	184	179



FEE REVENUES YEAR TO DATE



	ACTUAL	BUDGET	BUDGET VARIANCE
FUEL SALES	-	393	(393)
PORTSMOUTH FISH MIER	161	125	36
LYE HARBOR	146	142	6
HAMPTON HARBOR	52	53	(1)
SKYHAVEN AIRPORT	<u>160</u>	<u>273</u>	<u>(113)</u>

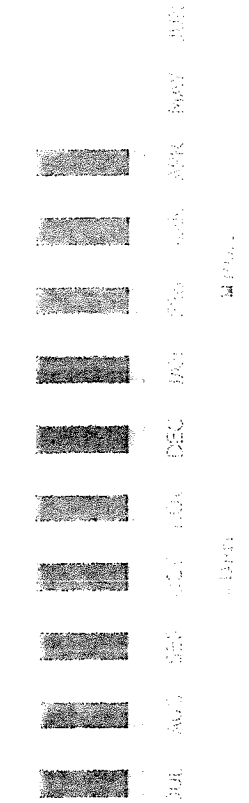
CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOURTEEN MONTH PERIOD ENDING MARCH 31, 2020

(\$ 000'S)

TOTAL POSITIONS (FULL-TIME-EQUIVALENT) AS OF MARCH 31, 2020

	MANAGEMENT	PROFESSIONAL	TECHNICAL	OPERATIVE	NON-EMPLOYED	TOTAL
MANAGEMENT	10	9	5	5	0	29
PROFESSIONAL	10	16	16	16	0	58
TECHNICAL	10	10	10	10	0	40
OPERATIVE	9	1	1	1	0	12
NON-EMPLOYED	2	1	1	1	0	5
TOTAL	41	47	43	43	0	134

FULL-TIME-EQUIVALENT POSITIONS



AMOUNT
AVAILABILITY

AMOUNT
AVAILABILITY

AMOUNT
AVAILABILITY

AMOUNT
AVAILABILITY

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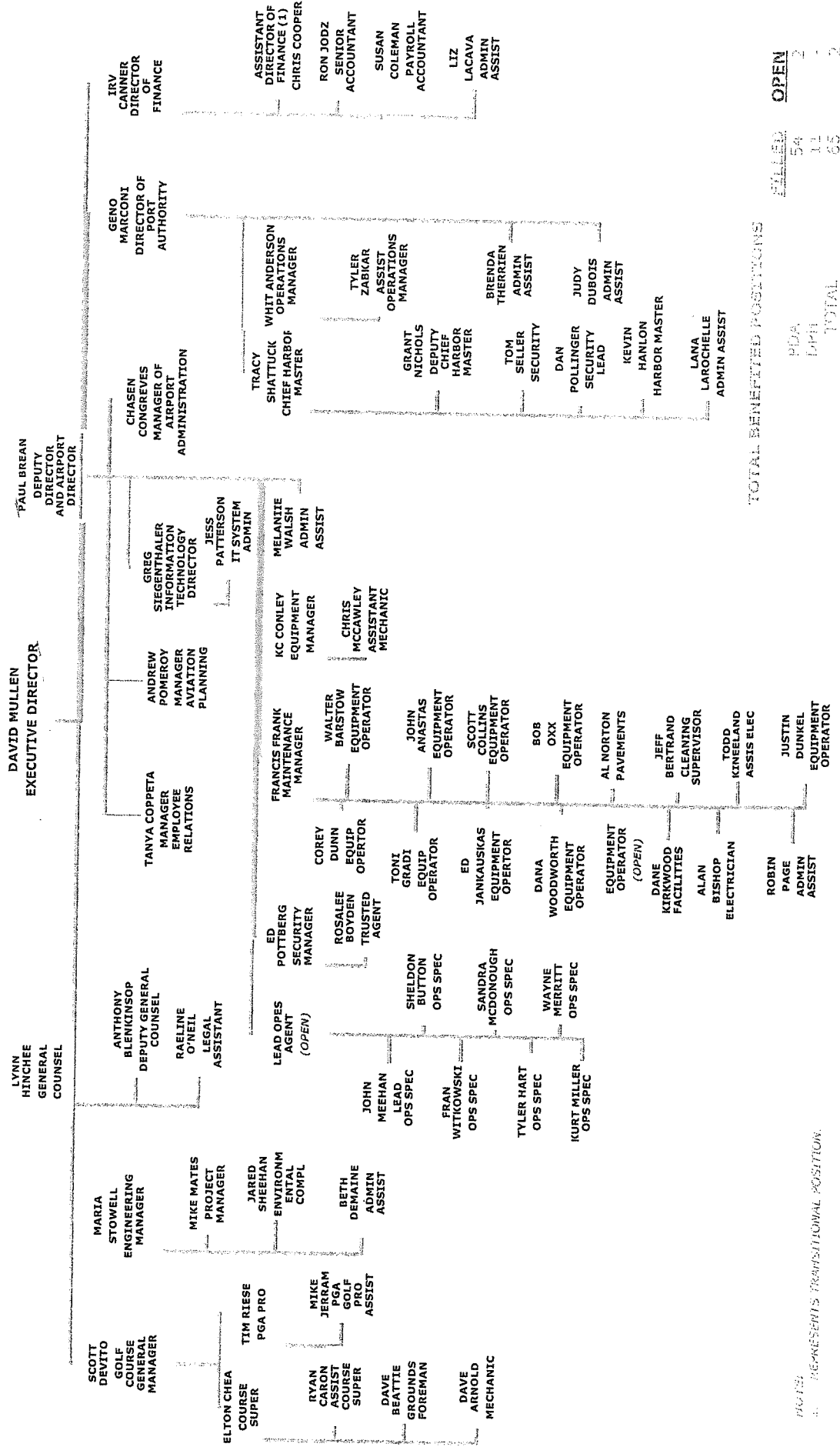
AMOUNT
AVAILABILITY

AMOUNT
AVAILABILITY

AMOUNT
AVAILABILITY

AMOUNT
AVAILABILITY

PEASE DEVELOPMENT AUTHORITY CURRENT ORGANIZATION CHART



TOTAL BENEFITED POSITIONS

FILLED	54	OPEN	2
PDA	11		
DPH	11		
TOTAL	65		2

NOTE: () REPRESENTS TRANSITIONAL POSITION.

7

CONSOLIDATED NONOPERATING (INCOME) EXPENSE
FOR THE TEN MONTH PERIOD ENDING
APRIL 30, 2020

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	INTEREST EXPENSE	YEAR TO DATE	FISCAL BUDGET
INTEREST EXPENSE	3	258	(255)	310	PROVIDENT BANK- RLOC	2	305
INTEREST INCOME AND OTHER	(63)	(24)	(39)	(29)	CITY OF PORTSMOUTH	3	
GAIN ON ASSET DISPOSITION	(79)	-	(79)	-	TOTAL	3	310
	<u>(139)</u>	<u>234</u>	<u>(373)</u>	<u>281</u>			

CONSOLIDATED STATEMENTS OF NET POSITIONS

(\$000's)

	30/06/2020	30/06/2019	30/06/2018	30/06/2017	30/06/2016	30/06/2015	30/06/2014
ASSETS							
Current assets							
Cash and equivalents	2,945	5,598	4,108	2,098			
Accounts payable - net	6,186	2,349	520	607			
Other assets	500	488	573	607			
Total current assets	9,631	8,435	5,201	3,312			
Non-current assets							
Construction contracts	274	430	11,876	11,675			
Accounts receivable - net	1,012	1,012	520	574			
Total non-current assets	1,286	1,462	12,402	12,249			
Total Assets	10,917	9,897	17,603	15,561			
LIABILITIES AND EQUITY							
Current liabilities							
Accounts payable	2,945	5,598	4,108	2,098			
Accounts payable - construction	6,186	2,349	520	607			
Unearned revenue	500	488	573	607			
Revolving LOC facility							
Current portion - LT liabilities			116	91			
Total current liabilities	9,631	8,435	5,201	3,312			
Non-current liabilities							
Net pension / OPEB liability	430	430	11,876	11,675			
Other LT liabilities (page #12)	1,012	1,012	520	574			
Total non-current liabilities	1,442	1,442	12,402	12,249			
Total Liabilities	11,073	9,877	17,603	15,561			
Equity							
Net investment in capital assets	6,772	6,772	69,551	66,556			
Restricted for:							
- revolving loan fund	1,218	1,218	1,218	1,218			
- harbor dredging	134	134	134	134			
- foreign trade zone	1	1	1	1			
- unrestricted	(7,054)	(7,054)	(7,054)	(7,054)			
Total equity	8,844	8,844	62,400	59,794			
Total Liabilities and Equity	19,917	18,721	29,803	25,355			

ACCOUNTS RECEIVABLE
RECEIVABLE FROM CUSTOMERS

UNRESTRICTED
RESTRICTED

GENERAL FUNDS
GENERAL FUNDS

DEVELOPMENT AUTHORITY
GENERAL FUNDS

GENERAL FUNDS
GENERAL FUNDS

GENERAL FUNDS
GENERAL FUNDS

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GENERAL FUNDS

GENERAL FUNDS
GENERAL FUNDS

GENERAL FUNDS
GENERAL FUNDS

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF APRIL 30, 2020

(\$ 000's)

PROJECT NAME	APPROVAL DATE	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PSM RUNWAY 16-34 DESIGN (AIP 56)	05-18-17	1,265	885	1,128	(45)	1,075	8	-
PSM RUNWAY 16-34 RECONSTRUCTION (AIP 64)	07-06-19	24,035	17,369	1,245	(62)	381	802	794
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	05-18-17	1,130	1,074	1,007	(58)	938	11	-
PSM TERMINAL PLANNING STUDY (AIP 61)	05-18-17	393	373	395	(20)	373	-	-
PSM AIR NATIONAL GUARD TAXIWAY PROJECT	-	2,500	2,500	2,502	-	2,373	129	14
PSM TERMINAL BUILDING EXPANSION (AIP 62)	11-01-18	1,730	1,644	43	(2)	-	41	20
PSM RECONSTRUCT RUNWAY 16-34 (AIP 66)	06-27-19	2,263	2,111	828	(56)	-	772	367
PSM RUNWAY 16-34 REIMBURSABLE SUPPORT (AIP 65)	05-01-19	144	137	144	(7)	123	14	-
LAW TASHANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBC 07-2016)	09-22-16	1,830	1,738	1,547	(77)	1,442	28	-
DPH UPGRADE PORT SECURITY AND SOFTWARE	-	58	58	58	-	58	-	-
DPH FUNCTIONAL REPLACEMENT- BARGE DOCK	-	5,000	-	1,256	-	1,216	40	40
DPH MAIN PIER REHABILITATION	-	5,003	-	74	-	74	-	-
DPH HAMPTON HARBOR DREDGING	-	118	-	95	-	95	-	-
DPH PIP REPAIR AND CONSTRUCTION	-	3,250	-	222	-	163	59	59
							<u>3,504</u>	<u>1,294</u>

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

ACCOUNT DESCRIPTION	BALANCE AT 03-30-19	BUDGET (FAS) EXPENDITURES	TRANSFER TO TRANSFER SAVINGS	NET DEBTS TO OTHERS	BALANCE AT 03-30-20
TERMINAL EXPANSION (HAWAII)	1,301	3,912	(1,000)	1,521	2,912
KUHWAI AIRPORT DEVELOPMENT	696	1	(607)	(796)	-
PORT BURN PARKING IMPROVEMENTS	6	39	(10)	35	16
KUHWAI TO SHIKOU CONSTRUCTION	-	1,364	-	1,364	1,364
RECONSTRUCT TAXIWAYS AND	-	43	(43)	-	-
AIR NATIONAL GUARD	-	17	(17)	-	-
CLASP ACCESS CONTROL SYSTEM	-	5	(5)	-	-
22750 SHELTER	-	24	(24)	-	-
TERMINAL EXPANSION (AIP 56)	-	920	-	920	920
TERMINAL EXPANSION (AIP 52)	-	48	-	48	48
WORLDWIDE SECURITY SYSTEM	-	5	(6)	-	-
KUHWAI TO SHIKOU AIRFIELD SUPPORT	-	144	(144)	-	-
TOTAL	2,202	6,014	(2,824)	2,888	2,888

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED)

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-19	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-20
SEYRAVEN AIRPORT					
TAXILANE PAVEMENT AND DRAINAGE	-	<u>59</u>	<u>(27)</u>	<u>32</u>	<u>22</u>
GOLF COURSE					
CLUBHOUSE KITCHEN	4	4	(8)	(4)	-
BATHROOM RENOVATIONS	-	4	(4)	-	-
	4	8	<u>(12)</u>	<u>(4)</u>	-
ADMINISTRATION					
	-	-	-	-	-
MAINTENANCE					
BLUE DIAMOND BRUSH CUTTER	-	6	(6)	-	-
WEEDECHNICS STEAM MACHINE	-	<u>22</u>	<u>(22)</u>	-	-
	-	<u>28</u>	<u>(28)</u>	-	-

STATEMENT OF CASES FOR THE PORTLAND PROJECTS
(CLASSIFIED)

(P. 00015)

DESCRIPTION	ALLIANCE AC 00-00-10	CURRENT YEAR EXPIRY/RENEWAL	UNASSIGNED CONTRACT SERVICES	NET DESIGN YEAR CLOSED	BUDGET FY	TOTAL
MISSION OF BRIGGS AND BARRONS (DBP)						
FUNCTIONAL REPLACEMENT BARGE DOCK	1,071	06		06	1,071	
PTP BULKHEAD REPAIR INVESTIGATION (HDP)	20	07	(87)			
WAIN TIER REPAIR (BUILT GRANT)	19	05	(74)			
PTP CONCEPT STUDY (HDP)	4	03	(7)			
PTP BULKHEAD REPAIR AND CONSTRUCTION	-	07		07	07	07
UPGRADE SECURITY	-	04	(1)			
BARGE WHARF GUIDE PILING	-	07	(12)			
	1,114	06	(100)	06	1,114	1,114
TOTAL	1,114	06	(100)	06	1,114	1,114

LONG TERM LIABILITIES AS OF APRIL 30, 2020

(\$ 000's)

SCHEDULE OF LONG TERM LIABILITY REPAYMENT

	COURSEY PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	CITY OF PORTSMOUTH	STATE OF NEW HAMPSHIRE (1)
STATE OF NEW HAMPSHIRE	91	182	273	2020	116	-
POST RETIREE HEALTH CARE PROGRAM (2)	-	252	252	2021	-	91
STATE OF NEW HAMPSHIRE	-	100	100	2022	116	273
ACCUMULATED LIABILITY	91	534	625	PAID IN FY 2020	116	-
						273

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

STATEMENT OF OPERATIONS FOR THE FISCAL MONTH
 PERIOD ENDING APRIL 30, 2020
 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	FISCAL YEAR BUDGET
OPERATING REVENUES	1,332	1,332	0	1,332	1,332
OPERATING EXPENSES					
PERSONNEL SERVICES AND BENEFITS	719	805	(86)	805	805
BUILDING AND FACILITIES MAINTENANCE	351	573	(222)	573	573
GENERAL AND ADMINISTRATIVE	295	309	(14)	309	309
UTILITIES	331	334	(3)	334	334
PROFESSIONAL SERVICES	19	4	15	4	4
MARKETING AND PROMOTION	113	52	61	52	52
ALL OTHER	2,022	22	1,999	22	2,022
OPERATING INCOME	(750)	(240)	(510)	(240)	(750)
NON-OPERATING (EXPENSE) AND INCOME	(79)	-	(79)	-	(79)
DEPRECIATION	4,222	3,250	972	3,250	3,980
NET OPERATING INCOME	2,993	2,710	283	2,710	2,983

ADDITIONAL DATA

	2020	2018	2019
OPERATING REVENUES	1,332	1,332	1,332
OPERATING EXPENSES	2,022	22	116,340
OPERATING INCOME	(750)	(240)	87,833
DEPRECIATION	4,222	3,250	3,980
NET OPERATING INCOME	2,993	2,710	2,983

STATEMENT OF OPERATIONS FOR THE TEN MONTH
 PERIOD ENDING APRIL 30, 2020
 SKYHAVEN AIRPORT

(\$ 000's)

	YEAR TO DATE		YEAR TO DATE		YEAR TO DATE		FISCAL YEAR BUDGET
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	
OPERATING REVENUES	110	106	4	121	173	159	105
FACILITIES RENTAL							
FUEL SALES	52	53	(1)	64	38	50	60
ALL OTHER	11	-	11	-	46	51	61
	173	159	24	185	31	32	38
GALLONS OF FUEL SOLD					25	22	27
FY 2019	994	10,856	13,513	\$ 4.77	15	4	5
FY 2020	735	11,069	11,069	4.79	-	-	-
					43	42	51
					198	201	242
					(26)	(42)	(57)
					-	-	-
					438	434	520
					(462)	(462)	(522)
					9,268	9,268	(1,722)

NET CASH FLOW	OPERATING		DEBT REPAY	GRANT FUNDS	TOTAL
	INCOME	EXPENSE			
FY 2020	(25)	(59)	-	31	(53)
FY 2019	(83)	(27)	-	512	402
FY 2018	(74)	(1,193)	-	1,370	103
FY 2009-FY 2017	(925)	(5,599)	(100)	4,355	(2,179)
	(1,021)	(6,920)	(100)	9,268	(1,722)

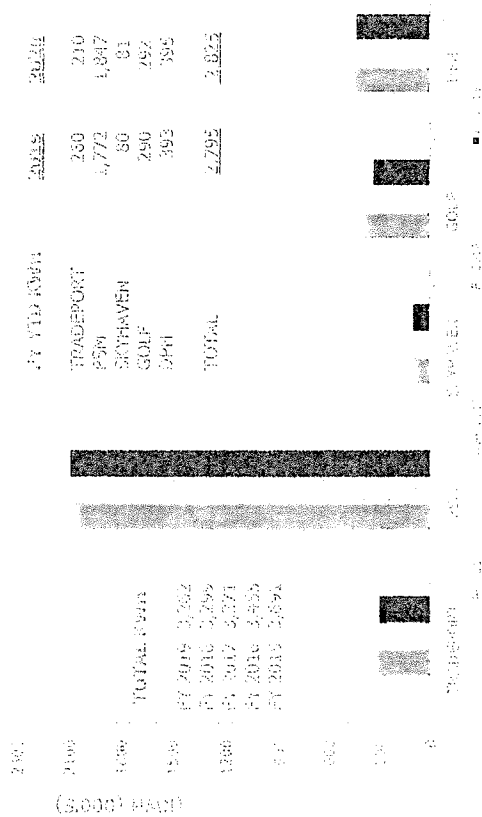
STATEMENT OF OPERATIONS FOR THE TEN MONTH PERIOD ENDING APRIL 30, 2020

TRADE SHOWS

(\$ 000'S)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	7,792	7,738	52	8,995
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDING AND FACILITIES MAINTENANCE	128	214	(166)	276
GENERAL AND ADMINISTRATIVE	47	40	7	48
UTILITIES	75	95	(10)	103
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	-	1	(1)	-
ALL OTHER	100	82	18	126
OPERATING INCOME	7,447	7,213	234	8,348
NON-OPERATING (INCOME) AND EXPENSES				
DEPRECIATION	622	624	(2)	750
NET OPERATING INCOME	6,825	6,589	236	7,598

2019 BUDGETARY ANALYSIS BY BUSINESS UNIT



Legend: ACTUAL (Dark Grey), BUDGET (Light Grey)

STATEMENT OF OPERATIONS FOR THE TEN MONTH
PERIOD ENDING APRIL 30, 2020
GOLF COURSE

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	1,856	1,686	170	2,396	CONCESSION REVENUES	224	189	35	251
OPERATING EXPENSES					FEE REVENUES				
PERSONNEL SERVICES AND BENEFITS	775	735	44	940	GOLF FEES	1,045	952	92	1,425
BUILDINGS AND FACILITIES MAINTENANCE	256	269	(13)	321	MEMBERSHIPS	256	249	7	340
GENERAL AND ADMINISTRATIVE	207	173	34	213	SIMULATOR	115	119	(4)	120
UTILITIES	102	139	(37)	167	LESSONS	12	2	10	12
PROFESSIONAL SERVICES	6	14	(8)	17		1,428	1,322	99	1,903
MARKETING AND PROMOTION	(10)	39	(49)	47	MERCHANDISE AND OTHER	204	168	36	242
ALL OTHER	195	209	(14)	295		1,656	1,666	10	2,396
	1,525	1,578	(43)	2,000	BUSINESS UNIT ANALYSIS				
OPERATING INCOME	321	108	213	396	PRO SHOP	173	1,325	243	115
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	COURSE OPERA	1,325	243	115	1,856
DEPRECIATION	313	329	(16)	396	FOOD / BEV	124	1,241	137	1,535
NET OPERATING INCOME	2	(221)	223	-		1,656	1,666	10	2,396

KEY GOLF COURSE BENCHMARKING DATA



ROUNDS PLAYED (SEASON)

MONTH	MEMBER	NONMEMBER	TOTAL
JULY	460	231	691
AUGUST	475	460	935
SEPTEMBER	5,292	10,312	15,604
OCTOBER	20,559	20,984	41,543
NOVEMBER	25,591	26,907	52,498
DECEMBER	3,910	229	4,139
TOTAL	55,321	96	55,417

MEMBERS / NONMEMBERS (SEASON)

MEMBER	NONMEMBER	TOTAL
MEMBER	179	179
NONMEMBER	242	242
TOTAL	361	361

MONTH	MEMBER	NONMEMBER	TOTAL	2018 GOLF SALES	2019 GOLF SALES
JULY	460	231	691	\$ 208,701	\$ 212,562
AUGUST	475	460	935	221,334	259,104
SEPTEMBER	5,292	10,312	15,604	198,411	199,322
OCTOBER	20,559	20,984	41,543	174,750	149,127
NOVEMBER	25,591	26,907	52,498	89,731	105,818
DECEMBER	3,910	229	4,139	110,593	117,993
TOTAL	55,321	96	55,417	1,024,105	1,074,980

2018 ROUND SALES	2019 ROUND SALES
MEMBER	MEMBER
NONMEMBER	NONMEMBER
TOTAL	TOTAL

2018 GOLF SALES	2019 GOLF SALES
MEMBER	MEMBER
NONMEMBER	NONMEMBER
TOTAL	TOTAL

**STATEMENT OF OPERATIONS FOR THE TEN MONTH
PERIOD ENDING APRIL 30, 2020
PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)**

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	<u>2,132</u>	<u>2,082</u>	<u>51</u>	<u>2,575</u>	365	350	15	419
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	1,036	875	161	1,095				
BUILDINGS AND FAC AND MAINTENANCE	194	182	12	215				
GENERAL AND ADMINISTRATIVE	133	147	(14)	177				
UTILITIES	90	82	8	99				
PROFESSIONAL SERVICES	17	26	(3)	24				
MARKETING AND PROMOTION	1	2	(1)	2				
ALL OTHER - FUEL	222	539	(418)	799				
	<u>1,692</u>	<u>1,947</u>	<u>(255)</u>	<u>2,412</u>				
OPERATING INCOME	440	134	306	163				
NONOPERATING (INCOME) AND EXPENSE	(3)	(2)	(1)	(4)				
DEPRECIATION	509	505	4	606				
NET OF INCOME	<u>(661)</u>	<u>(369)</u>	<u>292</u>	<u>(440)</u>				
BUSINESS UNIT ANALYSIS								
OPERATING REVENUES	276	305	29	305				
OPERATING EXPENSES (EXCLUDING DEPRECIATION)	192	310	76	390				
OPERATING INCOME	84	(5)	89	15				
ALL OTHER	221	79	142	108				
TOTAL	<u>2,412</u>	<u>2,082</u>	<u>330</u>	<u>2,575</u>				
BUSINESS UNIT ANALYSIS								
RYE HARBOR	276	305	29	305				
HARBOUR STREET	192	310	76	390				
PORSMOUTH FISH PERK	20	26	6	26				
HARBOUR FRONT	16	14	2	14				
TOTAL	<u>504</u>	<u>655</u>	<u>(151)</u>	<u>741</u>				

STATEMENT OF OPERATIONS FOR THE FISCAL MONTH
 PERIOD ENDING APRIL 30, 2020
 PORT AUTHORITY OF NEW HAMPSHIRE (DISTRICT)

ACCOUNT	7501 TO		YEAR TO		FISCAL YEAR	CURRENT YEAR		YEAR TO		FISCAL YEAR	CURRENT YEAR		TOTAL
	ACTUAL	BUDGET	DATE	SUBJECT		YEAR	VARIANCE	DATE	BUDGET		YEAR	VARIANCE	
OPERATING REVENUES	14	10	10	2	10	2	10	105	20	19	115	115	
OPERATING EXPENSES	-	-	-	-	-	-	-	-	-	-	-	-	-
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	-	-	-	168	0	160	10	10	10
GENERAL AND ADMINISTRATIVE	-	2	2	(2)	2	(2)	3	3	3	-	4	4	4
UTILITIES	-	-	-	-	-	-	-	-	1	(1)	1	1	1
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	8	6	6	2	7	2	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME	8	0	0	2	10	2	(66)	171	11	155	15	155	155
NONOPERATING (INCOME) AND EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	(1)
DEPRECIATION	-	-	-	-	-	-	-	84	50	22	72	72	72
NET OPERATING INCOME	8	0	0	2	1	2	(66)	(100)	14	(100)	22	(100)	22

24

STATEMENT OF OPERATIONS FOR THE TEN MONTH
 PERIOD ENDING APRIL 30, 2020
 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)
 (CONTINUED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET		
<u>REVOLVING LOAN FUND RECONCILIATION</u>						
REVOLVING LOAN FUND	35	36	(1)	44	BALANCE AT 06-30-2019	BALANCE AT 04-30-2020
OPERATING REVENUES						
OPERATING EXPENSES						
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	196	210
BUILDINGS AND FACILITIES MAINTENANCE	1	-	1	-	-	-
GENERAL AND ADMINISTRATIVE	-	1	(1)	1	196	210
UTILITIES	-	-	-	-	150	175
PROFESSIONAL SERVICES	20	22	(2)	27	957	838
MARKETING AND PROMOTION	-	-	-	-	1,012	1,012
ALL OTHER	-	-	-	-	1,209	1,222
OPERATING INCOME	21	23	(2)	28		
NONOPERATING (INCOME) AND EXPENSE	14	13	1	16	93.8	92.8
DEPRECIATION	-	-	-	-		
NET OPERATING INCOME	15	13	2	16		

(*) EXCLUDES SEQUESTERED FUNDS.

PLEASE DEVELOPMENT AUTHORITY STATEMENT OF NET POSITION (EXCLUDING PORT AUTHORITY OF NEW HAMPSHIRE)

201

	JUNE 30 2019	JUNE 30 2018	JUNE 30 2017	JUNE 30 2016	(IN 000'S)
ASSETS					
CURRENT ASSETS					
CASH AND EQUIVALENTS	6,364	4,277	4,491	3,916	1,897
ACCOUNTS RECEIVABLE- NET	976	2,950	-	481	548
OTHER ASSETS	532	170	-	294	317
TOTAL CURRENT ASSETS	<u>7,872</u>	<u>7,497</u>	<u>4,491</u>	<u>4,691</u>	<u>2,762</u>
RESTRICTED ASSETS					
CASH AND EQUIVALENTS	-	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-	-
TOTAL RESTRICTED ASSETS	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL ASSETS	<u>7,872</u>	<u>7,497</u>	<u>4,491</u>	<u>4,691</u>	<u>2,762</u>
LIABILITIES					
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	1,442	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	481	-	-	-	-
UNEARNED REVENUE	294	-	-	-	-
REFUNDING LOC FACILITY	-	-	-	-	-
CURRENT PORTION OF LIABILITIES	<u>2,217</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL CURRENT LIABILITIES	<u>2,217</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
NONCURRENT LIABILITIES					
NET PENSION / OPER LIABILITY	7,587	-	-	-	-
OTHER NET LIABILITIES	265	-	-	-	-
TOTAL NONCURRENT LIABILITIES	<u>7,852</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL LIABILITIES	<u>10,069</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES	51,307	-	-	-	-
PENSION / OPER	1,294	-	-	-	-
NET POSITION	<u>52,694</u>	<u>7,497</u>	<u>4,491</u>	<u>4,691</u>	<u>2,762</u>
NET INVEST IN CAPITAL ASSETS	53,573	-	-	-	-
RESTRICTED FOR:					
REVENUE LOAN FUND	-	-	-	-	-
HARBOR DREDGING	-	-	-	-	-
FOREIGN TRADE ZONE	(3,475)	-	-	-	-
UNRESTRICTED	<u>50,103</u>	<u>7,497</u>	<u>4,491</u>	<u>4,691</u>	<u>2,762</u>
TOTAL NET POSITION	<u>102,897</u>	<u>14,994</u>	<u>8,982</u>	<u>9,382</u>	<u>5,524</u>

CONTINGENT LIABILITY

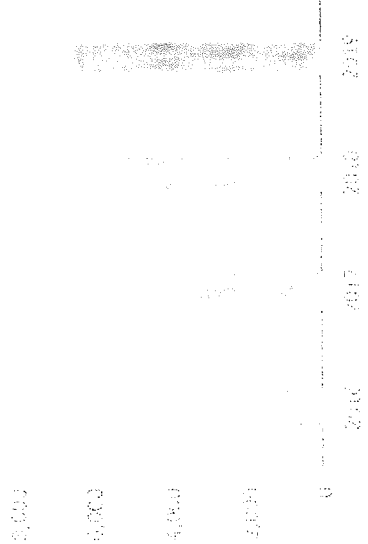
CONTINGENT LIABILITY - OBLIGATION TO SUPPORT BRIGHT RELATED CAPITAL PROJECTS AND DEBT REPAYMENT.

ACCOUNT PENSION LIABILITY FOR JUNE 30, 2019, 2018, 2017, 2016

REVENUE OBLIGATION / CDO HAS BEEN EXERCISED BY PORT AUTHORITY IN RELATION TO PORT AUTHORITY SURVIVAL AND BENEFIT.

CURRENT MONTH MONTH CASH FLOW PROJECTIONS PARTICIPATE THE NEED TO DRAW DOWN FUNDS FROM THE REVOLVING LINE OF CREDIT FACILITY.

HISTORICAL CASH BALANCES AT JUNE 30, 2019



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

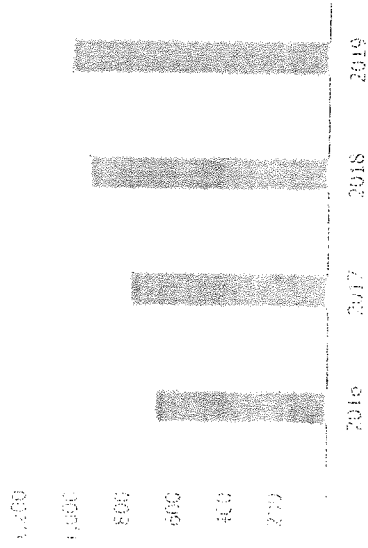
(\$ 000's)

	JUN 30 2019	APR 30 2020	JUN 30 2019	APR 30 2020
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	1,185	1,721	232	196
ACCOUNTS RECEIVABLE- NET	208	293	15	59
OTHER ASSETS	55	18	-	370
TOTAL CURRENT ASSETS	<u>1,448</u>	<u>2,032</u>	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	-	-	-	28
ACCOUNTS RECEIVABLES- NET	-	-	527	<u>652</u>
TOTAL RESTRICTED ASSETS	-	-	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	8,376	7,953	-	-
CONSTRUCTION IN PROCESS (PAGE #10-#14)	1,089	1,478	-	-
TOTAL ASSETS	<u>9,465</u>	<u>9,431</u>	9,474	9,372
DEFERRED OUTFLOWS OF RESOURCES				
PENSION / OPEB	281	281	-	-
TOTAL NET POSITION	<u>9,184</u>	<u>9,150</u>	(1,578)	<u>9,392</u>
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNEARNED REVENUE	-	-	-	-
REVOLVING LOC FACILITY	-	-	-	-
CURRENT PORTION- LT LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
NONCURRENT LIABILITIES				
NET PENSION / OPEB LIABILITY	-	-	4,089	4,089
OTHER LT LIABILITIES	-	-	102	76
TOTAL LIABILITIES	-	-	<u>4,191</u>	<u>4,165</u>
DEFERRED INFLOWS OF RESOURCES				
PENSION / OPEB	-	-	532	532
NET POSITION	-	-	-	-
NET INVEST IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	-	-	-	-
HARBOR DREDGING	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>9,184</u>	<u>9,150</u>	<u>9,474</u>	<u>9,392</u>

DISCUSSION AND ANALYSIS

CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS AND ACCRUED PENSION LIABILITY.

HISTORICAL CASH BALANCES AT JUNE 30TH:



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

(\$ 000'S)

JUN 30 APR 30
2019 2020 APR 30
2020

ASSETS

LIABILITIES

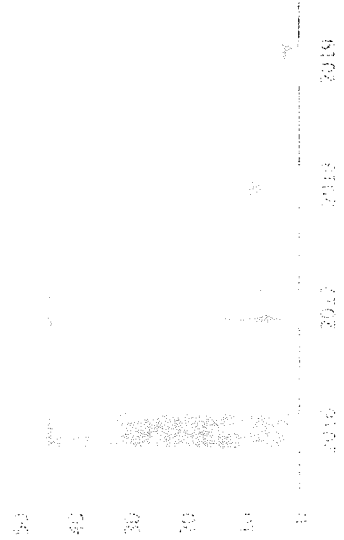
CURRENT ASSETS			
CASH AND EQUIVALENTS			-
ACCOUNTS RECEIVABLE- NET			-
OTHER ASSETS			-
TOTAL CURRENT ASSETS	0	0	0
RESTRICTED ASSETS			0
CASH AND EQUIVALENTS	4	0	-
ACCOUNTS RECEIVABLE- NET	-	-	-
TOTAL RESTRICTED ASSETS	4	0	0
CAPITAL ASSETS			0
LAND, BUILDINGS AND EQUIPMENT			-
CONSTRUCTION IN PROCESS (PAGES #10-#14)			-
TOTAL ASSETS	8	0	0
DEFERRED OUTFLOWS OF RESOURCES			-
PENSION			-
NET POSITION	0	0	0
NET INVEST IN CAPITAL ASSETS	0	0	0
RESTRICTED FDR	-	-	-
REVOLVING LOAN FUND	0	0	0
SHARED DREDGING			-
FOREIGN TRADE ZONE	4	0	0
UNRESTRICTED	-	-	-
TOTAL NET POSITION	0	0	0

DISCUSSION AND ANALYSIS

IMMEDIATELY EXPLORE AND ACCELERATED
HANDLING PLAN TO ADDRESS
POTENTIAL VIRUS.

- CURRENT TRAFFIC
- MILLERPORT DOCK
- ACCOUNTS RECEIVABLES
- TEXTILES SORTED INTERNATIONAL

**HISTORICAL CASH BALANCES AT
JUNE 30th:**



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

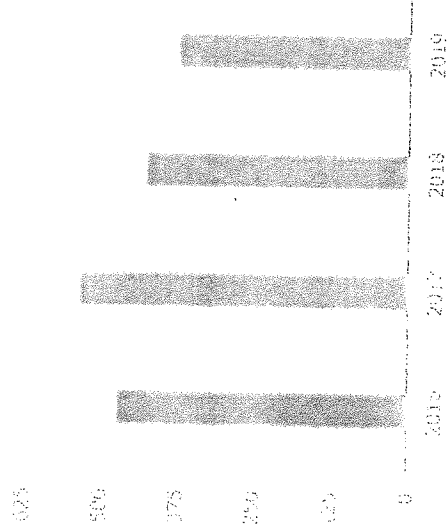
(\$ 000's)

	JUN 30 2019	APR 30 2020	JUN 30 2019	APR 30 2020
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	21	-
ACCOUNTS RECEIVABLE- NET	-	-	24	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	379	212	-	-
ACCOUNTS RECEIVABLES- NET	4	-	252	252
TOTAL RESTRICTED ASSETS	<u>383</u>	<u>212</u>	<u>252</u>	<u>252</u>
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	907	909	-	-
CONSTRUCTION IN PROCESS (pages #10-#14)	24	-	-	-
TOTAL ASSETS	<u>931</u>	<u>909</u>	<u>983</u>	<u>910</u>
DEFERRED OUTFLOWS OF RESOURCES PENSION / OPEB	<u>1,324</u>	<u>1,121</u>	-	-
HARBOR DREDGING	-	-	134	(41)
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION	<u>1,912</u>	<u>1,912</u>	<u>1,912</u>	<u>969</u>

DISCUSSION AND ANALYSIS

CONTINUED FINANCIAL OBLIGATION TO SUPPORT UNREIMBURSED CAPITAL PROJECTS OR REPAIRS AND MAINTENANCE FOR UNRESTRICTED PORT OPERATIONS.

HISTORICAL CASH BALANCES AT JUNE 30TH:



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

(In 000's)

	JUNE 30 2015	APRIL 30 2015	JUNE 30 2014	JUNE 30 2013
ASSETS				
CURRENT ASSETS				
CASH AND EQUIVALENTS	-	-	-	-
ACCOUNTS RECEIVABLE- NET	-	-	-	-
OTHER ASSETS	-	-	-	-
TOTAL CURRENT ASSETS	-	-	-	-
RESTRICTED ASSETS				
CASH AND EQUIVALENTS	196	210	-	-
ACCOUNTS RECEIVABLES- NET	1,012	1,012	-	-
TOTAL RESTRICTED ASSETS	1,208	1,222	-	-
CAPITAL ASSETS				
LAND, BUILDINGS AND EQUIPMENT	-	-	-	-
CONSTRUCTION IN PROCESS (pages 210-214)	-	-	-	-
TOTAL ASSETS	1,208	1,222	-	-
DEFERRED CONTRIBUTIONS OF RESOURCES				
PENSION / OPEB	-	-	-	-
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCOUNTS PAYABLE- CONSTRUCTION	-	-	-	-
UNPAID REVENUE	-	-	-	-
ROYAL / RUC LOC FACILITY	-	-	-	-
CURRENT PORTION OF LIABILITIES	-	-	-	-
TOTAL CURRENT LIABILITIES	-	-	-	-
DEFERRED LIABILITIES				
NET PENSION / OPEB LIABILITY	-	-	-	-
OTHER LIABILITIES	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
DEFERRED INFLOWS OF RESOURCES				
PENSION	-	-	-	-
NET INVEST IN CAPITAL ASSETS	-	-	-	-
RESTRICTED FOR:				
REVOLVING LOAN FUND	4,204	-	-	4,204
HAZARD DEDUCTIBLE	-	-	-	-
FOREIGN TRADE ZONE	-	-	-	-
UNRESTRICTED	-	-	-	-
TOTAL NET POSITION:	1,208	1,222	-	1,208

DISCLOSURE ANALYSIS

In October 2015, the Board of Directors approved the five year revolving loan fund plan. The PDA will be reviewed every year in June.

In September 2015, the Board of Directors approved the five year revolving loan fund plan. The PDA will be reviewed every year in June.

HISTORICAL CASH BALANCES AT JUNE 30th:

	2016	2017	2018	2019
250				
200				
150				
100				
50				
0				

**CASH FLOW PROJECTIONS FOR THE
NINE MONTH PERIOD ENDING
FEBRUARY 28, 2021**

**BOARD OF DIRECTORS MEETING
JUNE 18, 2020**



PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JUNE 1, 2020 TO FEBRUARY 28, 2021

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

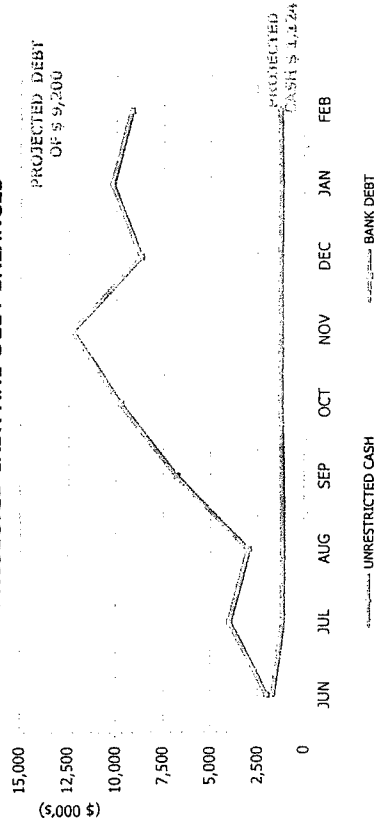
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>2,628</u>
<u>SOURCES OF FUNDS</u>	
GRANT AWARDS (SEE PAGE #8)	21,095
TRADEPORT TENANTS	6,855
EXTERNAL BANK FINANCING- NET	9,200
CARES ACT GRANT FUNDS	1,637
GOLF COURSE FEE AND CONCESSION REVENUES	1,110
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	735
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	124
	<u>40,756</u>
<u>USES OF FUNDS</u>	
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	26,101
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#7)	8,461
OPERATING EXPENSES	7,470
STATE OF NH- POST RETIREMENT	63
MUNICIPAL SERVICE FEE (COP)- NET	75
	<u>42,110</u>
NET CASH FLOW	<u>(1,414)</u>
CLOSING FUND BALANCE	<u>1,214</u>

DISCUSSION

AT THIS TIME, THE PDA DOES ANTICIPATE THE NEED TO UTILIZE IT'S CREDIT FACILITIES WITH THE PROVIDENT BANK TO FINANCE PROJECTED NON-GRANT RELATED CAPITAL EXPENDITURES AND OR WORKING CAPITAL REQUIREMENTS.

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS, INCLUSIVE OF THE PSM TERMINAL EXPANSION, 2) ACCURACY OF THE CAPITAL EXPENDITURE AND REIMBURSEMENT FORECAST AND OR 3) ONGOING TRADEPORT AND GOLF COURSE REVENUE STREAMS.

PROJECTED CASH AND DEBT BALANCES



	<u>BALANCE AT 05-31-2020</u>	<u>BALANCE AT 06-30-2019</u>
TOTAL FUND BALANCES	2,628	6,526
UNRESTRICTED	2,628	14
DESIGNATED	14	2,642
TOTAL	2,642	6,540

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	2,628	1,625	1,090	1,091	1,111	1,221	1,200	1,208	1,156	2,628
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #8)	1,200	295	3,595	380	4,435	570	7,330	440	2,850	21,095
TRADEPORT TENANTS	730	935	730	735	740	740	740	750	755	6,855
MUNICIPAL SERVICE FEE	250	250	375	250	250	375	250	250	375	2,625
GOLF COURSE	120	180	180	175	175	125	75	40	40	1,110
PORTSMOUTH AIRPORT- (PSM)	45	45	50	45	45	50	45	45	50	420
PSM PAY FOR PARKING	10	15	15	15	15	20	20	25	25	160
PSM FLOWAGE FEES	10	10	10	10	20	20	25	25	25	155
SKYHAVEN AIRPORT	12	15	15	15	15	13	13	13	13	124
CARES ACT GRANT FUNDS	-	1,637	-	-	-	-	-	-	-	1,637
EXTERNAL FINANCING- NET	2,000	2,000	(1,000)	3,800	3,000	2,500	(3,600)	1,500	(1,000)	9,200
	<u>4,377</u>	<u>5,382</u>	<u>3,970</u>	<u>5,425</u>	<u>8,695</u>	<u>4,413</u>	<u>4,898</u>	<u>3,088</u>	<u>3,133</u>	<u>43,381</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	2,102	3,930	2,080	3,550	6,800	2,729	1,850	1,550	1,510	26,101
CAPITAL- NONGRANT (SEE PAGES #5-#7)	1,065	1,137	1,079	1,030	950	880	790	765	765	8,461
OPERATING EXPENSES	800	850	810	825	835	825	900	825	800	7,470
MUNICIPAL SERVICE FEE	1,350	-	-	-	-	-	1,350	-	-	2,700
STATE OF NH- POST RETIREMENT	63	-	-	-	-	-	-	-	-	63
	<u>5,380</u>	<u>5,917</u>	<u>3,969</u>	<u>5,405</u>	<u>8,585</u>	<u>4,434</u>	<u>4,890</u>	<u>3,140</u>	<u>3,075</u>	<u>44,795</u>
NET CASH FLOW	(1,003)	(535)	1	20	110	(21)	8	(52)	58	(1,414)
CLOSING FUND BALANCE	1,625	1,090	1,091	1,111	1,221	1,200	1,208	1,156	1,214	1,214

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>GRANT REIMBURSEMENT PROJECTS</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	200	200	200	400	400	200	200	200	2,000
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	250	300	300	300	300	229	-	-	-	1,679
RUNWAY 16-34 DESIGN (AIP 58)	-	30	40	50	-	-	-	-	-	120
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,300	3,000	1,500	3,000	6,000	1,500	1,550	1,250	1,250	20,350
TW A SOUTH HOLD BAY	400	400	-	-	-	-	-	-	-	800
PEASE BOULEVARD-ARBORETUM AVE	-	-	40	-	100	100	100	100	60	500
SNOW REMOVAL EQUIPMENT	-	-	-	-	-	500	-	-	-	500
	<u>1,950</u>	<u>3,930</u>	<u>2,080</u>	<u>3,550</u>	<u>6,800</u>	<u>2,729</u>	<u>1,850</u>	<u>1,550</u>	<u>1,510</u>	<u>25,949</u>
<u>SKYHAVEN AIRPORT</u>										
TAXILANE PAVEMENT AND DRAINAGE (SBG 7)	<u>152</u>	-	-	-	-	-	-	-	-	<u>152</u>
TOTAL	<u>2,102</u>	<u>3,930</u>	<u>2,080</u>	<u>3,550</u>	<u>6,800</u>	<u>2,729</u>	<u>1,850</u>	<u>1,550</u>	<u>1,510</u>	<u>26,101</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT PROJECTS</u>										
<u>SKYHAVEN AIRPORT</u>										
FUEL SYSTEM CREDIT CARD	20	-	-	-	-	-	-	-	-	20
SRE DOORS **	-	-	-	15	-	-	-	-	-	15
REROOFING TERMINAL BUILDING **	-	-	-	-	25	-	-	-	-	25
	<u>20</u>	=	=	<u>15</u>	<u>25</u>	=	=	=	=	<u>60</u>
<u>ADMINISTRATION</u>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	10	30	-	10	-	10	-	-	-	60
TECHNOLOGY ENHANCEMENTS **:	-	-	25	-	-	-	25	-	-	50
MAIN SERVER REPLACEMENT **	-	-	-	65	-	-	-	-	-	65
	<u>10</u>	<u>30</u>	<u>25</u>	<u>75</u>	=	<u>10</u>	<u>25</u>	=	=	<u>175</u>
<u>GOLF COURSE</u>										
FAIRWAY ROUGH MOWER **	-	-	70	-	-	-	-	-	-	70
SMALL UTILITY CART**	-	20	-	-	-	-	-	-	-	20
BATHROOM UPGRADES	-	-	5	-	-	-	-	-	-	5
	=	<u>20</u>	<u>75</u>	=	=	=	=	=	=	<u>95</u>

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT</u>										
<u>PROJECTS (CONTINUED):</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	1,000	1,000	900	900	900	800	750	750	750	7,750
TERMINAL EXPANSION DESIGN	-	-	-	-	-	-	-	-	-	-
GROUND TRANSPORTATION BUS	-	72	-	-	-	-	-	-	-	72
TERMINAL FLOORING- BAGGAGE CLAIM AREA **	-	-	-	25	-	-	-	-	-	25
AIRFIELD LED LIGHTING **	20	-	-	-	-	-	-	-	-	20
DAC CONNECTION UPGRADE **	-	-	25	-	-	-	-	-	-	25
	1,020	1,072	925	925	900	800	750	750	750	7,892

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 (CONTINUED) (\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>NONGRANT REIMBURSEMENT PROJECTS</u> (CONTINUED)										
<u>TRADEPORT</u>										
TRAFFIC MONITORING **	-	-	-	-	10	10	-	-	-	20
STORMWATER TREATMENT	15	15	15	15	15	15	15	15	15	135
	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>25</u>	<u>25</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>155</u>
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT **	-	-	39	-	-	45	-	-	-	84
	-	-	<u>39</u>	-	-	<u>45</u>	-	-	-	<u>84</u>
TOTAL	<u>1,065</u>	<u>1,137</u>	<u>1,079</u>	<u>1,030</u>	<u>950</u>	<u>880</u>	<u>790</u>	<u>765</u>	<u>765</u>	<u>8,461</u>

NOTE:
 ** PENDING BOARD APPROVAL

**PEASE DEVELOPMENT AUTHORITY
RECEIPT GRANT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS)**

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	-	-	380	-	570	-	250	-	1,200
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	285	-	525	-	570	-	525	-	-	1,905
RUNWAY 16-34 DESIGN (AIP 58)	65	-	-	-	115	-	-	-	-	180
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	850	-	2,700	-	3,200	-	6,100	-	2,800	15,650
RUNWAY 16-34 REIMBURSABLE AGREEMENT (AIP 65)	-	-	-	-	-	-	-	-	-	-
TW A SOUTH HOLD BAY	-	200	370	-	380	-	-	-	-	950
PEASE BOULEVARD- ARBORETUM AVE	-	-	-	-	-	-	230	190	50	470
SNOW REMOVAL EQUIPMENT	-	-	-	-	-	-	475	-	-	475
<u>SEASIDE AIRPORT</u>										
TAXIWAY PAVEMENT AND DRAINAGE (SBG-7)	-	95	-	-	170	-	-	-	-	265
TOTAL	1,200	295	3,595	380	4,435	570	7,330	440	2,850	21,095

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.

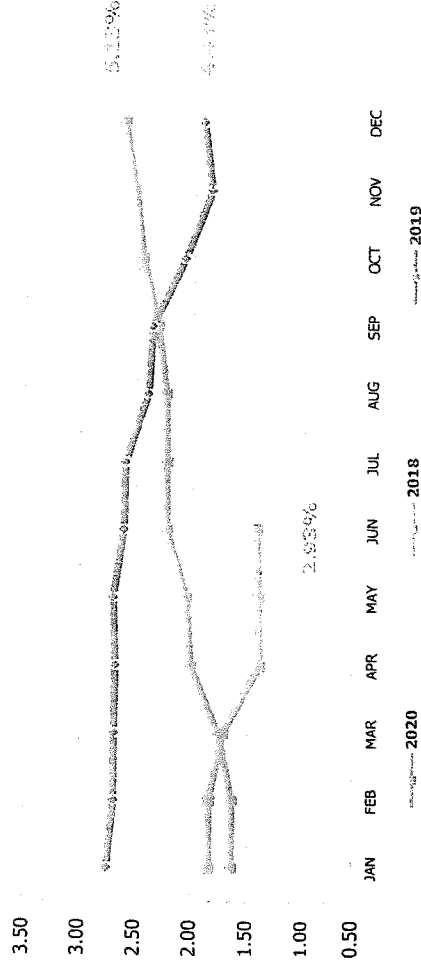
INTEREST RATE ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS

MINIMUM SIZE OF DRAWDOWN NO MINIMUM

OTHER DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 05-31-2020	BALANCE AT 06-30-2019	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
CITY OF PORTSMOUTH	-	116	01-31-2020	4.50
WEIGHTED AVERAGE	=	116		
	=	4.50		

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



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) JUNE 1, 2020 TO FEBRUARY 28, 2021

(\$ 000's)

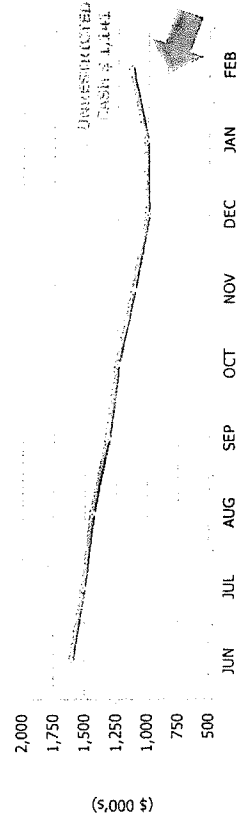
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>1,795</u>
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS AND CONCESSIONS	538
FUEL SALES	420
REGISTRATIONS / WHARFAGE	375
MOORING FEES	365
PARKING FEES	155
	<u>1,853</u>
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	1,460
FUEL PROCUREMENT	392
OPERATING EXPENSES	387
CAPITAL EXPENDITURES AND OTHER	240
STATE OF NH- POST RETIREMENT	28
	<u>2,507</u>
NET CASH FLOW	(654)
CLOSING FUND BALANCE	<u>1,141</u>

DISCUSSION

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

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

PROJECTED UNRESTRICTED CASH BALANCES



	<u>BALANCE AT 05-31-2020</u>	<u>BALANCE AT 06-30-2019</u>
TOTAL FUND BALANCES	1,795	1,004
UNRESTRICTED FUNDS	5	5
DESINGATED FUNDS:		
HARBOR DREDGING	224	379
REVOLVING LOAN FUND	206	196
FOREIGN TRADE ZONE	8	4
	<u>438</u>	<u>579</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>1,795</u>	<u>1,608</u>	<u>1,509</u>	<u>1,438</u>	<u>1,326</u>	<u>1,249</u>	<u>1,117</u>	<u>1,004</u>	<u>1,011</u>	<u>1,795</u>
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS AND CONCESSIONS	57	57	60	60	60	60	60	62	62	538
FUEL SALES	40	45	45	40	40	60	50	50	50	420
MOORING FEES	-	-	-	-	-	-	-	100	265	365
PARKING FEES	25	35	35	30	20	10	-	-	-	155
REGISTRATIONS / WHARFAGE	125	-	-	125	-	-	125	-	-	375
	<u>247</u>	<u>137</u>	<u>140</u>	<u>255</u>	<u>120</u>	<u>130</u>	<u>235</u>	<u>212</u>	<u>377</u>	<u>1,853</u>
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	245	115	120	250	120	120	250	120	120	1,460
FUEL PROCUREMENT	38	42	42	38	38	57	47	45	45	392
UTILITIES	15	15	15	15	15	16	17	17	18	143
GENERAL AND ADMINISTRATIVE	13	14	14	14	14	14	14	13	14	124
BUILDINGS AND FACILITIES	15	10	10	10	10	15	10	10	10	100
PROFESSIONAL SERVICES	-	-	10	-	-	-	10	-	-	20
CAPITAL EXPENDITURES AND OTHER	80	40	-	40	-	40	-	-	40	240
STATE OF NH- POST RETIREMENT	28	-	-	-	-	-	-	-	-	28
	<u>434</u>	<u>236</u>	<u>211</u>	<u>367</u>	<u>197</u>	<u>262</u>	<u>348</u>	<u>205</u>	<u>247</u>	<u>2,507</u>
NET CASH FLOW	<u>(187)</u>	<u>(99)</u>	<u>(71)</u>	<u>(112)</u>	<u>(77)</u>	<u>(132)</u>	<u>(113)</u>	<u>7</u>	<u>130</u>	<u>(654)</u>
CLOSING FUND BALANCE	<u>1,608</u>	<u>1,509</u>	<u>1,438</u>	<u>1,326</u>	<u>1,249</u>	<u>1,117</u>	<u>1,004</u>	<u>1,011</u>	<u>1,141</u>	<u>1,141</u>

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- HARBOR DREDGING FUND
(RESTRICTED FUNDS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	<u>224</u>	<u>246</u>	<u>247</u>	<u>210</u>	<u>210</u>	<u>213</u>	<u>173</u>	<u>176</u>	<u>176</u>	<u>224</u>
<u>SOURCES OF FUNDS</u>										
PIER USAGE FEES	20	-	10	-	-	10	-	-	10	40
REGISTRATIONS	-	-	2	-	-	2	-	-	2	6
FUEL FLOWAGE FEES	2	3	3	2	3	2	3	2	2	23
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	22	3	15	2	3	14	3	2	14	69
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	2	-	2	-	2	-	2	-	8
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	-	50	-	-	50	-	-	50	150
	-	2	52	2	-	54	-	2	52	164
NET CASH FLOW	22	1	(37)	-	3	(40)	3	-	(38)	(86)
CLOSING FUND BALANCE	<u>246</u>	<u>247</u>	<u>210</u>	<u>210</u>	<u>213</u>	<u>173</u>	<u>176</u>	<u>176</u>	<u>138</u>	<u>138</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

13

(\$ 000'S)

	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>TOTAL</u>
OPENING FUND BALANCE	<u>206</u>	<u>219</u>	<u>198</u>	<u>211</u>	<u>221</u>	<u>231</u>	<u>242</u>	<u>255</u>	<u>189</u>	<u>206</u>
<u>SOURCES OF FUNDS</u>										
LOAN REPAYMENTS	12	12	12	12	12	12	12	12	12	108
INTEREST INCOME-LOANS	2	1	2	1	2	1	2	1	2	14
INTEREST INCOME- FUND BALANCE	1	-	1	-	1	-	1	-	1	5
	<u>15</u>	<u>13</u>	<u>15</u>	<u>13</u>	<u>15</u>	<u>13</u>	<u>15</u>	<u>13</u>	<u>15</u>	<u>127</u>
<u>USE OF FUNDS</u>										
NEW LOANS PROJECTED	-	30	-	-	-	-	-	75	-	105
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	2	2	2	3	3	2	2	2	2	20
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>2</u>	<u>34</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>2</u>	<u>2</u>	<u>79</u>	<u>2</u>	<u>131</u>
NET CASH FLOW	13	(21)	13	10	10	11	13	(66)	13	(4)
CLOSING FUND BALANCE	<u>219</u>	<u>198</u>	<u>211</u>	<u>221</u>	<u>231</u>	<u>242</u>	<u>255</u>	<u>189</u>	<u>202</u>	<u>202</u>

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND
(RESTRICTED FUNDS)

(\$ 000's)

	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	TOTAL
OPENING FUND BALANCE	\$ -	\$ 2	\$ -	\$ -	\$ 5	\$ 5	\$ -	\$ -	\$ 14	\$ 12
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS	-	2	-	-	5	5	-	-	-	12
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	-	2	-	-	2	-	-	2	-	6
	-	-	-	-	3	5	-	(2)	-	6
CLOSING FUND BALANCE	\$ 8	\$ 8	\$ 8	\$ 8	\$ 11	\$ 16	\$ -	\$ 14	\$ -	\$ 14



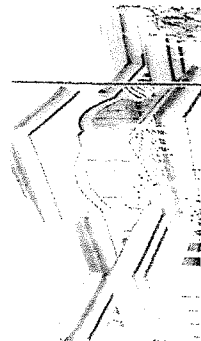
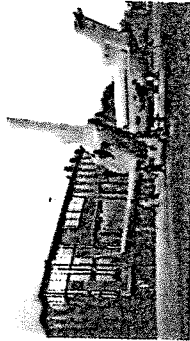
MOTION – VII. C. 1.

Director Allard:

The Pease Development Authority Board of Directors hereby accepts the proposed FY 2021 Operations and Maintenance (O&M) Budget and FY 2022 – FY 2024 O&M Forecast; all in accordance with the documentation submitted by Irving Canner, Finance Director and attached hereto.

n\resolves\2020\fy2021 operating budget

**PEASE DEVELOPMENT AUTHORITY
PROPOSED FY 2021 OPERATING BUDGET
AND FY 2022 - FY 2024 FORECAST**



**PEASE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
JUNE 18, 2020**



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EXECUTIVE OVERVIEW

\$ (000's)

THE PROPOSED FY 2021 OPERATING REVENUES OF \$16,301 IS A DECREASE OF 0.4% OR \$64 VERSUS THAT OF THE FY 2020 BUDGET. THE PRIMARY VARIANCES FOR THE DECREASE INCLUDE:

	\$ CHANGE	% CHANGE
PSM- PAY FOR PARKING	(416)	(2.5)
FUEL SALES (SKYHAVEN AND DPH)	(150)	(0.9)
FACILITIES RENTAL	329	2.0
AVIATION FEES	99	0.6
PSM- FUEL FLOWAGE FEES	55	0.3
MISCELLANEOUS OTHER-NET	19	0.1
	<u>(64)</u>	<u>(0.4)</u>

THE PROPOSED FY 2021 OPERATING EXPENDITURES OF \$14,150 IS AN INCREASE OF 4.0% OR \$546 VERSUS THAT OF THE FY 2020 BUDGET. THE PRIMARY VARIANCES FOR THE INCREASE INCLUDE:

	\$ CHANGE	% CHANGE
ELECTRICITY AND WATSE DISPOSAL SERVICES	169	1.2
HARBOR DREDGING	120	0.9
CLEANING CONTRACT	88	0.6
INTEREST EXPENSE- NET OF INTEREST INCOME	70	0.5
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)	50	0.4
PROPERTY INSURANCE	40	0.3
COST OF GOODS SOLD-FUEL (SKYHAVEN AND DPH)	(141)	(1.0)
MISCELLANEOUS OTHER-NET	150	1.1
	<u>546</u>	<u>4.0</u>

EXECUTIVE OVERVIEW (CONTINUED):



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

1. **REVENUE SHORTFALLS:** The current revenue forecast for the fiscal year 2021 is based on the current economic conditions. However, the current economic conditions are uncertain and could lead to a revenue shortfall. The current revenue forecast is based on the current economic conditions and the current revenue forecast is based on the current economic conditions.



KEY OPERATIONAL ACTIVITIES AND INITIATIVES EXPECTED TO BE UNDERTAKEN:

- 1. **OPERATIONAL ACTIVITIES:** The current operational activities are based on the current economic conditions. However, the current economic conditions are uncertain and could lead to a revenue shortfall. The current operational activities are based on the current economic conditions and the current operational activities are based on the current economic conditions.
- 2. **INITIATIVES:** The current initiatives are based on the current economic conditions. However, the current economic conditions are uncertain and could lead to a revenue shortfall. The current initiatives are based on the current economic conditions and the current initiatives are based on the current economic conditions.

KEY PLANNING ASSUMPTIONS

STAFFING, PERSONNEL SERVICES AND BENEFIT ESCALATION

NO INCREMENTAL STAFFING FROM CURRENT STAFFING LEVELS.

EMPLOYEE ANNUAL SALARY **MERIT INCREASE** CAPPED AT **2.00%** PLUS A **COLA ADJUSTMENT** NOT TO EXCEED 1.50% FOR ALL ELIGIBLE EMPLOYEES.

COLLECTIVE BARGAINING AGREEMENT AS OF JUNE 7, 2018, PROVIDES FOR A **1.50%** PAY RAISE FOR ALL FIVE (5) FULL-TIME PDA-DPH STATE CLASSIFIED POSITIONS.

FRINGE BENEFIT RATES HAVE YET TO BE FULLY VETTED BY THE STATE OF NEW HAMPSHIRE. FOR BUDGETING PURPOSES, THE FOLLOWING RATES, AS A PERCENTAGE OF ELIGIBLE WAGES, HAVE BEEN INCORPORATED:

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
HEALTH INSURANCE	25.26%	26.50%	27.00%	27.00%	27.25%
NH RETIREMENT SYSTEM					
GROUP I	12.66	12.93	13.00	13.25	13.25
GROUP II	26.38	28.00	28.50	28.50	29.00
DENTAL	1.62	1.55	1.55	1.55	1.55
LIFE INSURANCE	0.95	0.96	0.97	0.97	0.97

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

STAFFING, PERSONNEL SERVICES AND FRINGE BENEFIT ESCALATION (CONTINUED)

POST RETIREMENT HEALTH CARE COSTS- RATE REVIEW EVERY JANUARY 1ST.

THE PDA CONTINUES TO AGGRESSIVELY MONITOR OVERTIME COSTS. ALTHOUGH A VARIABLE COST, INFLUENCED BY SNOW FALL, AIRPORT FLIGHT SCHEDULES AND WHARFAGE AND DOCKAGE ACTIVITIES. AS A PERCENTAGE OF DIRECT PAYROLL, THE PDA / DPH AVERAGES APPROXIMATELY 5.0% ANNUALLY.

OVERTIME LABOR COSTS



* BENCHMARK TRANSPORTATION

\$ (000's)

KEY PLANNING ASSUMPTIONS

(CONTINUED)

PORTSMOUTH INTERNATIONAL AIRPORT

FUEL FLOWAGE FEES:

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
PROJECTED GALLONS	10,250,000	9,000,000	12,000,000	12,500,000	13,000,000
RATE PER GALLON	\$ 0.020	\$ 0.030	\$ 0.040	\$ 0.050	\$ 0.050
PROJECTED REVENUES	205	270	480	625	650

PASSENGER PAY FOR PARKING:

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
RATE PER DAY	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
AVAILABLE SPACES	961	961	961	1,120	1,120
OCCUPANCY RATE	14%	18%	20%	20%	21%
PROJECTED REVENUES	350	442	491	540	614

KEY PLANNING ASSUMPTIONS (CONTINUED)

PORTSMOUTH INTERNATIONAL AIRPORT (CONTINUED)

CONTINUE TO BE A "NO FEE" AIRPORT RELATIVE TO PASSENGER FACILITIES CHARGES AND LANDING FEES.

CONTINUATION OF NEW HAMPSHIRE REGISTRATION FEES

CONTINUED MARKETING FINANCIAL COMMITMENT TO ATTRACT NEW AIRLINE(S) AND CONTINUATION OF CONSULTANT CONTRACT (DAN FORTNAM).

UNDERTAKING INDEPENDENT REVIEW OF CURRENT SECURITY PROGRAM.

LAW ENFORCEMENT OFFICER PROGRAM (LEO) TOWARD CITY OF PORTSMOUTH SECURITY COVERAGE REMAINS IN PLACE. ASSUMPTION OF HOURLY POLICE RATE OF \$63.25 EXCLUDING ADMINISTRATIVE AND VEHICLE EXPENSES.

INCREMENTAL INTERNAL SECURITY STAFFING IS BASED UPON AN INCREASED FLIGHT SCHEDULE OF AN ANTICIPATED TWO PER DAY. STAFF REQUIREMENT PROJECTED TO BE 15 NON-BENEFITED EMPLOYEES WORKING 29 HOURS PER WEEK AT AN AVERAGE FY 2021 LABOR RATE OF \$13.00 PER HOUR.

KEY PLANNING ASSUMPTIONS (CONTINUED)

SKYHAVEN AIRPORT

NO CHANGES IN HANGAR AND OR TIE DOWN RENTAL RATES.

NO CHANGE IN CURRENT OCCUPANCY FOR HANGARS (33) OR TIEDOWNS (6). THERE ARE PRESENTLY NO HANGAR VACANCIES.

CONTINUATION OF NEW HAMPSHIRE REGISTRATION FEES

FUELING OPERATIONS ARE EXPECTED TO GENERATE APPROXIMATELY \$56 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2023 REPRESENTING AN APPROXIMATE 20% MARK-UP.

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
GROSS SALES	65,000	63,750	67,522	71,443	75,517
COST OF GOODS SOLD	56,550	51,000	54,018	57,154	60,414
NET CASH FLOW	8,450	12,750	13,504	14,289	15,103
FUEL SOLD (GALLONS)	13,750	13,750	14,250	14,850	15,500
AVERAGE SELLING PRICE (GALLON)	\$4.73	\$4.64	\$4.74	\$4.81	\$4.87

PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020

KEY PLANNING ASSUMPTIONS (CONTINUED)

INTERNATIONAL TRADEPORT

MAJORITY OF BUILDING AND OR GROUND LEASES HAVE INCORPORATED AN ANNUAL INFLATION RATE, AS MEASURED BY THE UNITED STATES DEPARTMENT OF LABOR FOR ALL URBAN CONSUMERS- BOSTON-CAMBRIDGE-NEWTON, OF 2.0%.

PROJECTED **NEW OR MODIFIED REVENUE STREAMS**, AS ASSOCIATED WITH EITHER BUILDING AND OR GROUND LEASES, DURING THE BUDGET PERIOD:

REVENUE STREAMS FROM THE NEW OR MODIFIED REVENUE STREAMS WILL BE AS FOLLOWS:

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

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

INTERNATIONAL TRADEPORT (CONTINUED):

EXTERNAL LEGAL SUPPORT AND INCREMENTAL ENGINEERING COSTS ASSOCIATED WITH **MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)**.

PDA'S ANNUAL FUNDING SUPPORT TO **COAST TROLLEY** REMAINS CONSISTENT AT \$120. SCHEDULED SERVICE ROUTES BEING EVALUATED BY COAST PERSONNEL.

CURRENT **ELECTRICITY SUPPLY RATE** (\$0.0779) IS SCHEDULED TO EXPIRE ON OCTOBER 31, 2020. EFFECTIVE MAY 21, 2020, THE PDA SECURED A TWO YEAR FIXED FEE OF \$0.07678 THROUGH OCTOBER 31, 2022. FUTURE FISCAL YEAR ELECTRICITY CONSUMPTION PROJECTED AT APPROXIMATELY 3.25 MILLION KWH.

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
SUPPLIER	\$ 0.0779	\$ 0.0774	\$ 0.0780	\$ 0.0800	\$ 0.0815
DELIVERY AND OTHER	0.0731	0.0740	0.0785	0.0800	0.0820
	<u>\$ 0.1510</u>	<u>\$ 0.1514</u>	<u>\$ 0.1565</u>	<u>\$ 0.1600</u>	<u>\$ 0.1635</u>
PROJECTED COST OF ELECTRICITY	<u>485</u>	<u>492</u>	<u>508</u>	<u>520</u>	<u>531</u>

KEY PLANNING ASSUMPTIONS (CONTINUED)

GOLF OPERATIONS

PHASED INCREASE TO CURRENT GOLF COURSE FEE STRUCTURE- MEMBERSHIPS, SIMULATORS AND PUBLIC PLAY WAS PRESENTED TO GOLF COMMITTEE IN 2013. PROPOSED FY 2021 BUDGET AND SUBSEQUENT THREE-YEAR FORECAST INCORPORATES THE FOLLOWING PUBLIC PLAY RATE STRUCTURE WITH PROPOSED RATES BEING EFFECTIVE MAY 1, 2021.

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

PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020

KEY PLANNING ASSUMPTIONS (CONTINUED)

GOLF OPERATIONS (CONTINUED):

AS A RESULT OF THE CORONAVIRUS EPIDEMIC, THE ASSUMPTION IS THAT THE COURSE RESUMES FULL PLAY NO LATER ON OR ABOUT JUNE 1, 2020.

ROUNDS OF GOLF PLAYED:

	ACTUAL 2019 SEASON	PROPOSED 2020 SEASON	FORECAST 2021 SEASON	FORECAST 2022 SEASON	FORECAST 2023 SEASON	FORECAST 2024 SEASON
PUBLIC PLAY	41,016	35,500	40,000	40,000	40,000	40,000
ANNUAL PASS	14,305	13,750	14,000	14,000	14,000	14,000
	55,321	49,250	54,000	54,000	54,000	54,000

GRILL 28 RESTAURANT AGREEMENT AMENDMENT # 5 EXTENDS CONTRACT THROUGH OCTOBER 31, 2021 WITH NO FURTHER OPTION YEARS. PROJECTED GROSS SALES:

2,400	
2,200	
2,000	
1,800	
1,600	

FY 2020 FORECAST	FY 2021 PROPOSED BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
---------------------	-------------------------------	---------------------	---------------------	---------------------

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS

SECURITY OPERATIONS REMAIN IN-HOUSE WITH NO INCREMENTAL STAFFING FROM CURRENT FY 2020 AUTHORIZED LEVELS.

OVERTIME AND SEASONAL PERSONNEL LABOR HOURS CONTINUE TO BE ACTIVELY MANAGED.

WORKERS COMPENSATION INSURANCE REMAINS SELF-FUNDED.

NEW RATE STRUCTURE ASSOCIATED WITH MOORING FEES AND WAIT LIST FEES, WENT INTO EFFECT APRIL 1, 2019.

RATE INCREASES FOR PIER USE PERMIT FEES, FROM \$10.00 / FOOT TO \$12.00 FOOT EFFECTIVE JANUARY 1, 2020.

WITH CAPITAL BUDGET OVERVIEW COMMITTEE APPROVAL, HARBOR DREDGING FUND CONTINUES TO PROVIDE ANNUAL FUNDING SUPPORT TO MEET EMERGING REPAIRS AND MAINTENANCE NEEDS.

FOREIGN TRADE ZONE PROPOSES NO NEW TENANTS FROM CURRENT BASE OF THREE VENDORS.

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS (CONTINUED):

FUELING OPERATIONS ARE EXPECTED TO GENERATE APPROXIMATELY \$181 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2024 REPRESENTING AN APPROXIMATE 6.0% MARK-UP.

PORTSMOUTH FISH PIER RETURNS TO SERVICE DURING FOURTH QUARTER OF 2020.

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
GROSS FUEL SALES	\$ -	\$ 350	\$ 425	\$ 425	\$ 425
PORTSMOUTH FISH PIER					
HAMPTON HARBOR	191	200	200	200	200
RYE HARBOR	200	150	150	150	150
	<u>391</u>	<u>700</u>	<u>775</u>	<u>775</u>	<u>775</u>

\$ (000's)

COMPOSITE BUDGET PROJECTIONS

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
OPERATING REVENUES (SEE PAGES #17-#18)	<u>15,674</u>	<u>16,301</u>	<u>16,873</u>	<u>17,311</u>	<u>17,546</u>
OPERATING EXPENSES					
PERSONNEL SERVICES AND FRINGE BENEFITS (SEE PAGES #19-#21)	7,135	7,180	7,247	7,629	7,664
BUILDING AND FACILITIES (SEE PAGE #22)	2,053	2,411	2,682	2,509	2,670
GENERAL AND ADMINISTRATION (SEE PAGE #23)	1,260	1,321	1,353	1,386	1,409
UTILITIES (SEE PAGE #24)	744	839	879	892	909
PROFESSIONAL SERVICES (SEE PAGE #25)	478	524	300	307	309
MARKETING AND PROMOTION (SEE PAGE #26)	156	400	409	413	410
OTHER OPERATING EXPENSES (SEE PAGE #27)	725	1,124	1,198	1,206	1,212
OPERATING INCOME	<u>12,551</u>	<u>13,799</u>	<u>14,068</u>	<u>14,342</u>	<u>14,583</u>
DEPRECIATION	3,123	2,502	2,805	2,969	2,963
INTEREST EXPENSE (SEE PAGE #28)	5,136	6,344	6,260	6,398	6,583
INTEREST INCOME AND OTHER	7	380	638	510	225
NET OPERATING INCOME	<u>(1,848)</u>	<u>(4,193)</u>	<u>(4,074)</u>	<u>(3,925)</u>	<u>(3,832)</u>

PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020

COMPOSITE OPERATING REVENUES

\$ (000's)

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
RENTAL OF FACILITIES					
FACILITIES AND AIRPORT HANGARS	<u>9,971</u>	<u>10,543</u>	<u>10,709</u>	<u>10,854</u>	<u>10,934</u>
FEE REVENUES					
GOLF					
PUBLIC PLAY	1,400	1,425	1,485	1,505	1,520
MEMBERSHIP	340	340	360	365	370
SIMULATORS AND LESSONS	137	138	143	145	148
	<u>1,877</u>	<u>1,903</u>	<u>1,988</u>	<u>2,015</u>	<u>2,038</u>
PORTSMOUTH INTERNATIONAL AIRPORT AND SKYHAVEN					
PARKING	350	442	491	540	614
FUEL FLOWAGE	205	270	480	625	650
AVIATION FEES AND SECURITY BADGING	131	120	116	119	123
	<u>686</u>	<u>832</u>	<u>1,087</u>	<u>1,284</u>	<u>1,387</u>
DIVISION OF PORTS AND HARBORS					
WHARFAGE AND DOCKAGE	700	550	550	575	575
MOORING FEES	342	365	365	365	365
PIER USAGE, REGISTRATIONS AND BERTHING FEES	345	263	264	266	268
PARKING AND FUEL FLOWAGE	125	127	127	130	131
ALL-OTHER	95	-	-	-	-
	<u>1,607</u>	<u>1,305</u>	<u>1,306</u>	<u>1,336</u>	<u>1,339</u>

\$ (000's)

COMPOSITE OPERATING REVENUES (CONTINUED)

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
FUEL SALES	456	764	843	846	851
CONCESSION REVENUES	355	386	363	387	410
INTEREST INCOME- REVOLVING LOAN FUND	41	40	40	41	42
OTHER REVENUES					
GOLF MERCHANDISE	200	235	240	245	250
ALL OTHER	481	293	297	303	295
	<u>681</u>	<u>528</u>	<u>537</u>	<u>548</u>	<u>545</u>
	<u>15,674</u>	<u>16,301</u>	<u>16,873</u>	<u>17,311</u>	<u>17,546</u>

COMPOSITE PERSONNEL SERVICES AND FRINGE BENEFITS

\$ (000's)

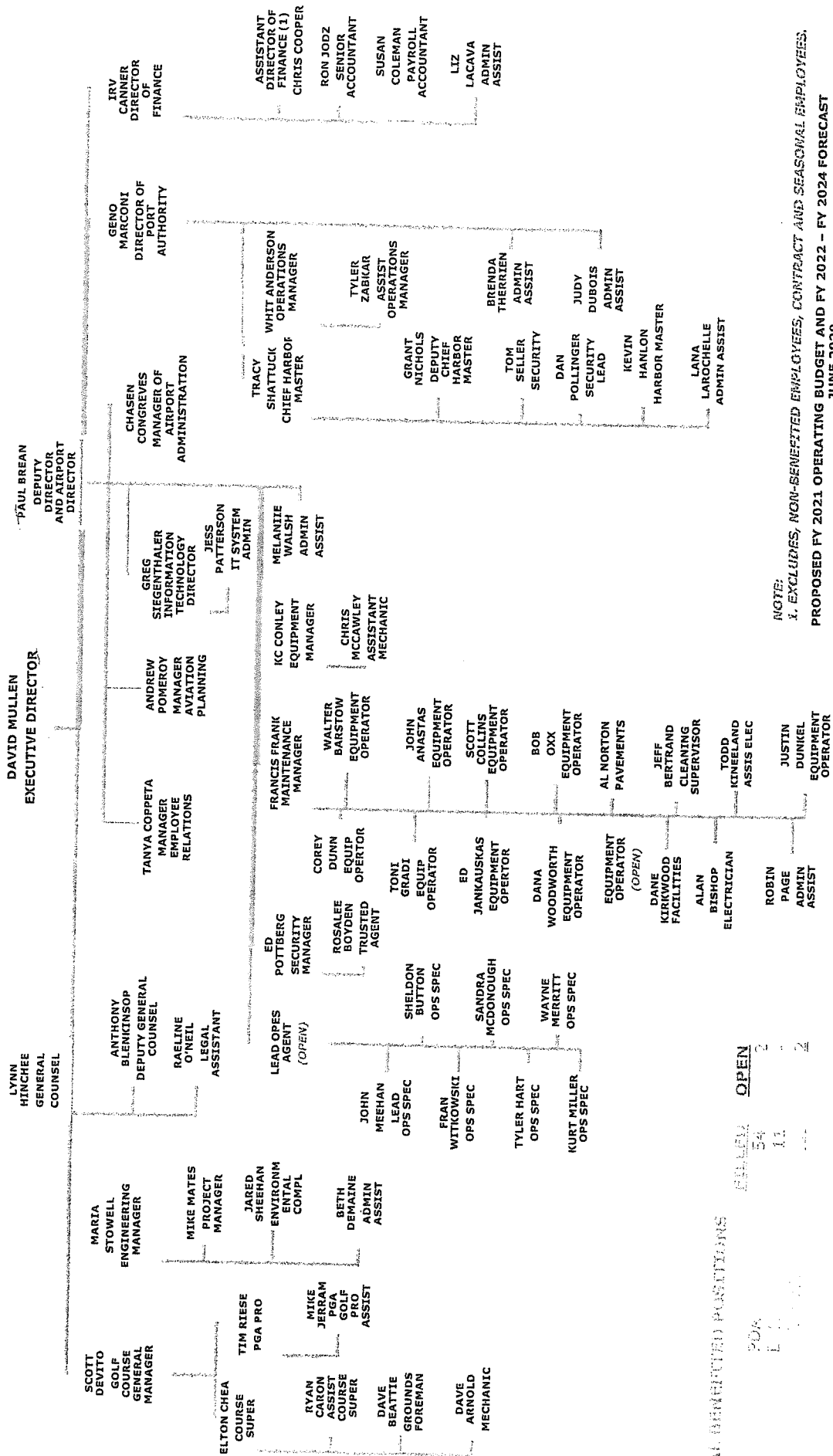
	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
PERSONNEL SERVICES					
PERMANENT LABOR	4,162	4,137	4,155	4,403	4,396
NON-BENEFITTED LABOR	679	804	832	860	889
OVERTIME	301	235	248	245	252
	<u>5,142</u>	<u>5,176</u>	<u>5,235</u>	<u>5,508</u>	<u>5,537</u>
FRINGE BENEFITS					
HEALTH CARE	1,183	1,198	1,205	1,272	1,273
RETIREMENT	714	708	707	747	749
DENTAL	70	70	72	73	75
LIFE INSURANCE	26	28	28	29	30
	<u>1,993</u>	<u>2,004</u>	<u>2,012</u>	<u>2,121</u>	<u>2,127</u>
	7,135	7,180	7,247	7,629	7,664

\$ (000's)

STAFFING PLAN (FILLED POSITIONS)

	SALARIED BENEFITTED POSITIONS	HOURLY BENEFITTED POSITIONS	TOTAL PROPOSED FY 2021	TOTAL AT 05-31-20	FY 2020 FORE	FY 2021 PROP	FY 2022 FORE	FY 2023 FORE	FY 2024 FORE	PROJECTED SEASONAL AND PART TIME LABOR HOURS (NON-BENEFITTED)	
										SECURITY	GOLF
MAINTENANCE	-	18	18	18	22,500	22,620	22,620	22,620	22,620	14,000	14,000
PORTSMOUTH AIRPORT	1	9	10	11	3,300	3,300	3,300	3,300	3,300	14,000	14,000
SECURITY	1	1	2	2	2,450	2,450	2,450	2,450	2,450	3,300	3,300
SKYHAVEN AIRPORT	-	-	-	-	1,500	1,500	1,500	1,500	1,500	2,450	2,450
GOLF OPERATIONS	3	4	7	7	43,750	43,870	43,870	43,870	43,870	7,800	7,800
FINANCE	3	2	5	5	51,550	51,670	51,670	51,670	51,670	51,670	51,670
ENGINEERING	3	1	4	4							
LEGAL	2	1	3	3							
EXECUTIVE	1	-	1	1							
HUMAN RESOURCES	1	-	1	1							
INFORMATION TECHNOLOGY	1	1	2	2							
TOTAL PDA											
DIVISION OF PORTS AND HARBORS	1	10	11	11							
	<u>17</u>	<u>47</u>	<u>64</u>	<u>65</u>							

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART



TOTAL OPENED POSITIONS

FOR	OPEN
54	2
11	1
1	2

NOTE:
1. EXCLUDES, NON-BENEFITED EMPLOYEES, CONTRACT AND SEASONAL EMPLOYEES.
PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020

\$ (000's)

COMPOSITE BUILDING AND FACILITIES

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
SECURITY	170	358	369	370	369
SNOW REMOVAL	270	333	345	366	372
DREDGING	243	120	248	126	253
ENVIRONMENTAL TESTING	50	290	481	322	323
CLEANING CONTRACT	180	177	194	198	202
GASOLINE AND DIESEL	112	136	137	138	144
CONTRACT SERVICES	156	111	115	127	129
ENGINEERING SERVICES	60	77	52	52	52
EQUIPMENT PARTS	89	75	79	80	82
VEGETATION CONTROL	43	60	62	64	65
EQUIPMENT RENTAL	46	46	47	50	51
HVAC REPAIRS	49	45	57	65	67
VEHICLE PARTS	41	42	39	44	45
LANDSCAPING AND IRRIGATION	32	41	45	49	50
PAVEMENT AND RUBBER REMOVAL	33	32	22	52	45
AIRFIELD LIGHTING	38	17	17	17	17
ALL OTHER	441	451	373	389	404
	2,053	2,411	2,682	2,509	2,670

PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020

COMPOSITE GENERAL AND ADMINISTRATIVE

\$ (000's)

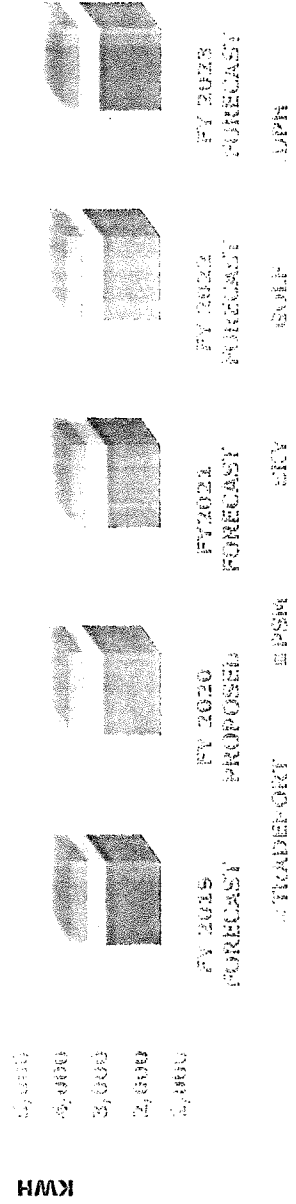
	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
FEDERAL INSURANCE CONTRIBUTION ACT	382	397	400	421	422
INSURANCE	270	283	288	293	300
TELEPHONES AND COMMUNICATIONS	70	68	69	70	72
BANK FEES	73	64	67	68	71
SUPPLIES	68	63	67	67	68
COMPUTER EXPENSES	56	55	54	58	55
EQUIPMENT UNDER \$5,000	41	41	42	32	39
PROFESSIONAL DEVELOPMENT	32	40	40	42	43
TAXES IN LIEU- MUNICIPAL SERVICE FEE	30	30	30	30	30
TRAVEL AND MILEAGE	24	27	30	32	32
POSTAGE AND PRINTING	24	27	28	28	29
CLOTHING AND UNIFORMS	17	25	26	26	27
SAFETY EQUIPMENT AND RENTAL	14	12	11	13	13
SUBSCRIPTIONS AND PUBLICATIONS	13	12	13	13	13
ALL OTHER	146	177	188	193	195
	<u>1,260</u>	<u>1,321</u>	<u>1,353</u>	<u>1,386</u>	<u>1,409</u>

\$ (000's)

COMPOSITE UTILITIES

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
ELECTRICITY	485	492	508	520	531
WASTE DISPOSAL	133	137	144	145	145
WATER	51	119	124	124	126
NATURAL GAS	37	52	65	65	68
PROPANE AND HEATING OIL	38	39	38	38	39
	744	839	879	892	909

ELECTRICITY WITH CONSUMPTION PROJECTIONS



PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020

\$ (000's)

COMPOSITE PROFESSIONAL SERVICES

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
LEGAL (PRIMARILY LITIGATION FEES INCURRED UNDER CLF AGREEMENT DURING FY 2019)	316	327	107	107	107
INFORMATION TECHNOLOGY- EXTERNAL SUPPORT	50	82	76	83	85
EXTERNAL AUDIT	63	69	69	69	69
ALL OTHER	49	46	48	48	48
	<u>478</u>	<u>524</u>	<u>300</u>	<u>307</u>	<u>309</u>

\$ (000's)

COMPOSITE MARKETING AND PROMOTION

	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
BUSINESS DEVELOPMENT	120	338	338	338	338
GENERAL ADVERTISING (EMPLOYEE RECRUITMENT, REQUEST FOR PROPOSALS, ETC.)	36	62	71	75	72
	<u>156</u>	<u>400</u>	<u>409</u>	<u>413</u>	<u>410</u>

\$ (000's)

COMPOSITE OTHER OPERATING EXPENSES

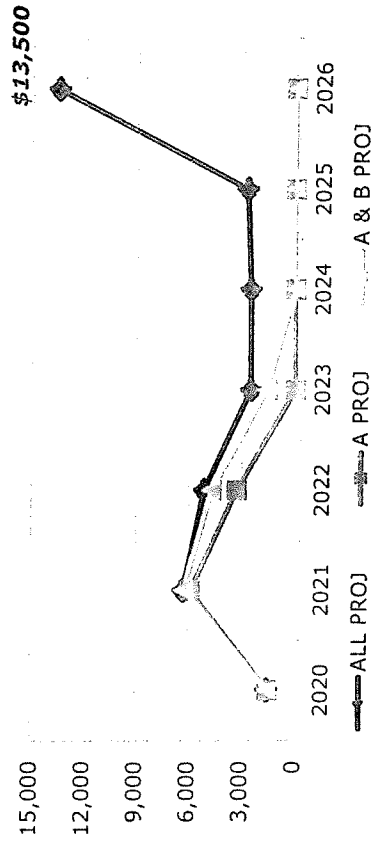
	FY 2020 FORECAST	PROPOSED FY 2021 BUDGET	FY 2022 FORECAST	FY 2023 FORECAST	FY 2024 FORECAST
FUEL- COST OF GOODS SOLD	345	709	783	786	789
GOLF MERCHANDISE	160	180	180	180	180
COAST TROLLEY	120	120	120	120	120
GOLF CART LEASE	100	115	115	120	123
	<u>725</u>	<u>1,124</u>	<u>1,198</u>	<u>1,206</u>	<u>1,212</u>

\$ (000's)

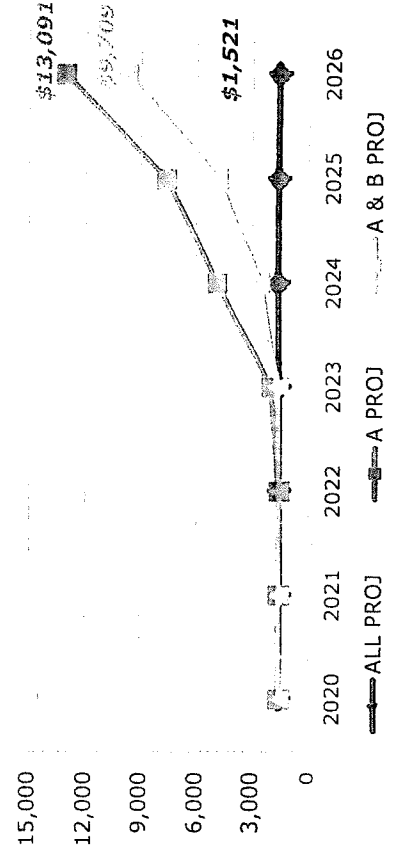
ANALYSIS OF REVOLVING LINE OF CREDIT

CAPITAL IMPROVEMENT PLAN	PROPOSED ALL PROJECTS	A & B PROJECTS ONLY	A PROJECTS ONLY
CASH AND INVESTMENTS- DECEMBER 31, 2019	\$ 5,894	\$ 5,894	\$ 5,894
NET OPERATING INCOME- EXCLUDING DEPRECIATION	24,946	24,946	24,946
AVAILABLE FUNDS	30,840	30,840	30,840
FINANCING ACTIVITIES			
GRANT FUNDING	69,086	34,838	33,954
NEW WORKING CAPITAL-RLOC (NET)	13,500	-	-
CAPITAL EXPENDITURES			
GRANT FUNDED	(70,659)	(34,609)	(33,679)
INTERNALLY FUNDED	(40,775)	(22,000)	(18,842)
CLF REIMBURSEMENT	(400)	(400)	(400)
DEBT AND INTEREST PAYMENTS- NET OF INTEREST INCOME	(1,886)	(775)	(597)
NET CHANGES IN WORKING CAPITAL	1,815	1,815	1,815
NET FINANCING ACTIVITIES	(29,319)	(21,131)	(17,749)
CASH AND INVESTMENTS- JUNE 30, 2026	1,521	9,709	13,091

PROJECTED DEBT OUTSTANDING



PROJECTED UNRESTRICTED CASH BALANCES



PROPOSED FY 2021 OPERATING BUDGET AND FY 2022 - FY 2024 FORECAST
JUNE 2020



55 International Drive, Portsmouth, NH 03801

May 27, 2020

Steve Zadravec, Superintendent
Portsmouth School Department
3 Junkins Avenue
Portsmouth, NH 03801

Courtney Perkins, Executive Director
Prescott Park Arts Festival
PO Box 4370
Portsmouth, NH 03802

**Re: Right-of-Entry for Use of Terminal Parking Lots
32 Exeter Street, Portsmouth, NH**

Dear Superintendent Zadravec and Ms. Perkins:

This letter will authorize the Portsmouth School Department (PSD) and the Prescott Park Arts Festival, Inc. (PPAF) to enter upon and utilize Portsmouth International Airport at Pease (PSM) Terminal Parking Lots A & B, situated at 32 Exeter Street, Portsmouth, New Hampshire as shown on the attached Exhibit A (the "Premises") on Tuesday, June 2, 2020 from 12:00 p.m. through 11:30 p.m., for the purposes of staging a pop-up mobile outdoor drive-in movie theater only, as part of the Portsmouth High School Senior Week festivities. In addition, PSD and PPAF (the Parties) shall have the right to utilize the restrooms located in the baggage claim area of the PSM Terminal Building pursuant to this Right-of-Entry and said restrooms shall be considered part of the Premises hereunder. The privileges granted under this Right-of-Entry will expire at 11:30 p.m. on June 2, 2020, unless terminated earlier or extended by mutual agreement of the Parties.

This authorization is conditioned upon the following:

1. A. PSD's and PPAF's agreement herein that any use of the Premises is at their sole risk and that its signature below constitutes its agreement that they will not bring claims against PDA in the event of loss or damage to property, and injury or death to persons, by reason of or incident to their entry or the entry by any of their agents, patrons, contractors, or invitees upon the Premises, and/or the exercise of any of the authorities granted herein. The Parties expressly

RE: License Agreement for Use of Terminal Parking Lots A & B at 32 Exeter Street

waive all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of the Parties and their employees, agents, patrons, contractors, volunteers, or invitees use of the Premises, or the conduct of activities or the performance of responsibilities under this Right-of-Entry.

B. The Parties understand and agree that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. COVID-19 may cause damages, personal injury, illness, permanent disability, and death. The Parties ACKNOWLEDGE the contagious nature of COVID-19 and ACCEPT the risk that they, their employees, agents, patrons, contractors, volunteers, or invitees, may be exposed to or infected by COVID-19 by participating in the event permitted by this Right-of-Entry. The Parties, therefore, agree to utilize safety precautions consistent with applicable public health recommendations, and that the Pease Development Authority has no such obligation with respect to the event because it is not the event sponsor, organizer, or administrator.

C. The Parties further agree to indemnify, save, hold harmless, and defend (with counsel reasonably acceptable to the Pease Development Authority) the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees (collectively "Claims") arising out of or related to the Parties, and their employees, agents, patrons, contractors, volunteers, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this Right-of-Entry. The Parties indemnification obligation hereunder shall not extend to Claims caused by the negligence or willful misconduct of the Pease Development Authority or its agents, employees, or contractors.

2. The Parties understand and acknowledge that this Right-of-Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; (c) may be revoked at will by PDA or terminated at will, upon not less than three (3) days' prior notice, and that PDA need not state a for any such revocation or termination; and (d) permits PDA to relocate the Parties' activities within the Premises or alter the boundaries of the Premises upon not less than three (3) days' prior notice. 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. The Parties, and/or any agent of the Parties, providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) and evidence of workers compensation coverage to statutory limits. The foregoing minimum policy limits may be attained through an umbrella or excess liability policy.

RE: License Agreement for Use of Terminal Parking Lots A & B at 32 Exeter Street

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 the Parties 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) with respect to the liability coverage only provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA. It is the intent of the Parties that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in advance of such cancellation being effective.

4. The Parties agree that due to the potential number of attendees at the Premises it will coordinate the queuing of motor vehicles waiting to access and exit the Premises from/to Exeter Street to only its agents, employees, adult volunteers, and graduating members of the Portsmouth High School 2020 senior class (and their families), for the purposes of viewing an outdoor movie from motor vehicles within the areas of the Premises as shown on Exhibit A, and shall not permit vehicles to queue along or within Exeter Street or any other public roadways and intersections. The Parties agree they shall work with the Portsmouth Police, Fire and/or Public Works Departments for appropriate traffic and crowd control measures. *The Parties further agree to take such steps as may be required to ensure that vehicles and equipment are not left on the Premises in excess of the term limits of this Right-of-Entry and to assume full responsibility for the immediate removal of vehicle(s), trash, and equipment left on the Premises.* The Parties further agree that they will work with PDA staff regarding the placement and location of the pop-up movie screen, appropriate temporary signage, and any other equipment necessary for the event in question.

5. The Parties agree that the PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used as a priority for Pease operations; provided, however, that PDA shall use reasonable efforts to relocate the Parties' operations on the Premises before effectuating any such termination.

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

7. The Parties' agreement that it shall take any necessary steps to implement and encourage appropriate social distancing during the event on the Premises consistent with current Federal and State requirements and guidance regarding COVID-19. In addition, all student participant entry is limited to one participant per car, no authorized exit of vehicles with the sole exception for the use of restroom facilities, adult chaperone for any participant requesting permission to access the restrooms, the use of masks and gloves by all volunteer and staff at the

May 27, 2020

RE: License Agreement for Use of Terminal Parking Lots A & B at 32 Exeter Street

event and pre-screening of volunteers and staff working at the event. Any student participant in violation of these requirements will be removed from the event.

The Parties' further agreement that the Premises shall be maintained in a neat and orderly condition and the Parties shall be responsible for trash removal, and that maintenance and management of the Premises shall be done at the Parties' own costs and expense.

8. The Parties shall be required to comply with any and all federal, state, and/or city permitting that may become necessary with the installation the equipment necessary for its operations on the Premises, including, but not limited to trash receptacles and/or generators necessary for the purposes of establishing a staging area for an outdoor movie screen. Any generator(s) used on the Premises shall be double-walled and have spill protection.

9. The Parties' agreement to restore the Premises to the same or better condition existing prior to the commencement of this Right-of-Entry, at the termination of the Right-of-Entry.

10. The Parties' agreement herein that this Right-of-Entry does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

11. The Parties' understanding and agreement that there will be no charge for use of the Rights-of-Entry or extensions of this Right-of-Entry beyond the time period granted herein.

Please indicate by your signature below each Party's consent to the terms and conditions of this Right-of-Entry and return the same to me for countersignature.

Very truly yours,



David R. Mullen
Executive Director

Agreed and accepted this 1st day of June, 2020

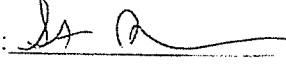
Portsmouth School District

By: Steph Zalaveri

Print Name: Steph Zalaveri

Page 5
May 27, 2020

RE: License Agreement for Use of Terminal Parking Lots A & B at 32 Exeter Street

Its Duly Authorized: 

Prescott Park Arts Festival, Inc.

By: 

Print Name: Julie Morrison

Its Duly Authorized: Executive Producer

EXHIBIT A

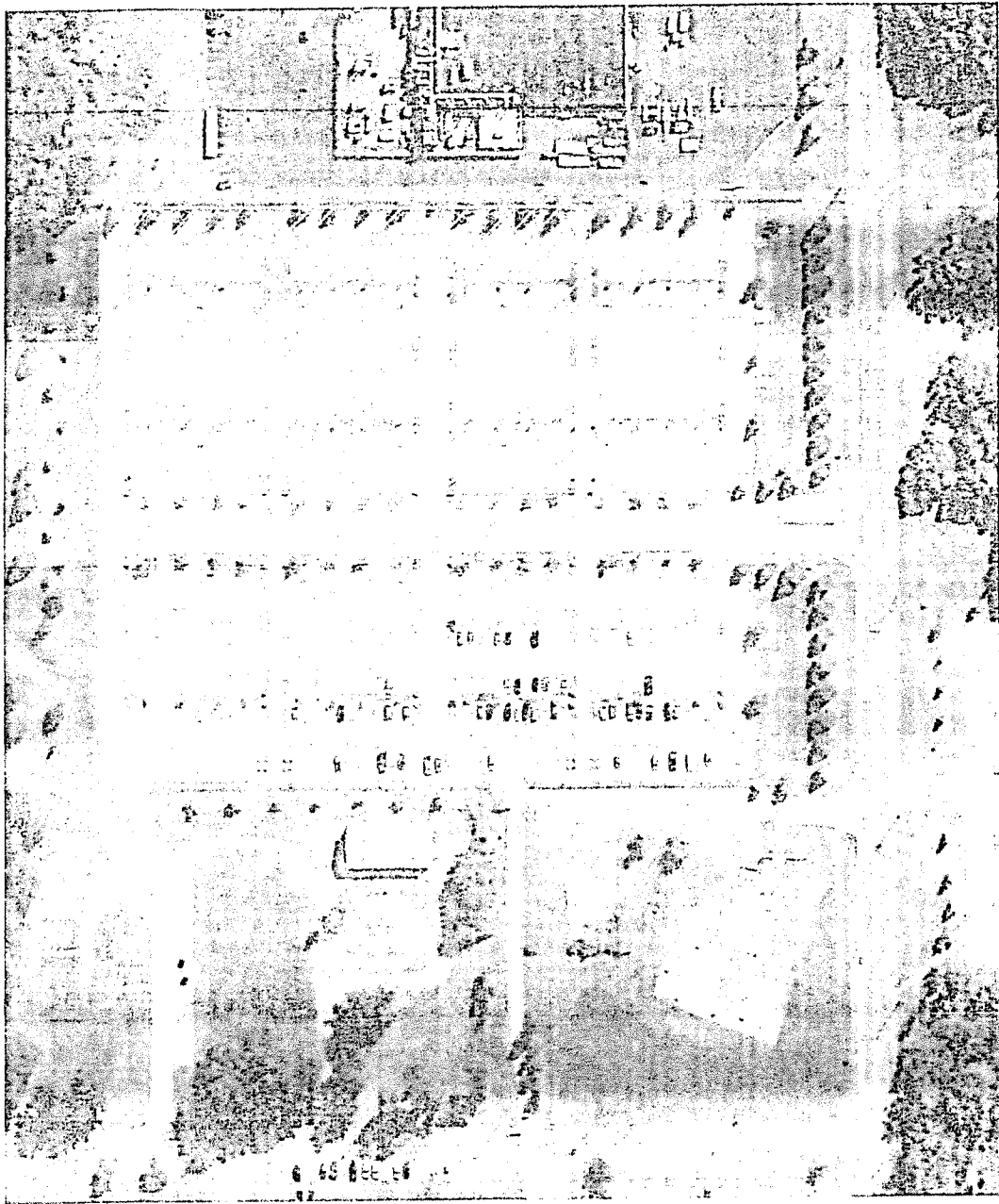


Exhibit Depicting Right of Entry at 32 Exeter St

DESIGNED BY: MRM

DATE: 5/23/2020

SCALE: NTS

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT-OF-ENTRY AGREEMENT is made and entered into this _____ day of _____, 2020, by and between Pease Development Authority, hereinafter called "PDA", and the TOWN OF NEWINGTON POLICE DEPARTMENT, hereinafter called "TON", upon the following terms and conditions:

1. PDA hereby grants to the TON the non-exclusive right to enter upon the lands owned by PDA at the North Apron of the Pease International Tradeport, more specifically shown on the drawing attached hereto and made a part hereof as Exhibit "A," hereinafter described as "PREMISES," and consents to officers, employees, and authorized representatives (including contractors) of the TON entering upon and having periodic and pre-approved access to and across said property through December 31, 2020, in order to conduct Emergency Vehicle Operating Classes (EVOC) and for no other use.
2. The PREMISES is part of the Airport Security Identification Display Area ("SIDA"). The TON will be required to obtain security badges and qualify as escorts in order for representative, employees and agents to gain access to and remain on the PREMISES. While in SIDA, escort procedures per the requirements of the Pease International Airport Security Program must be met.
3. All costs and expenses incurred by the TON in connection with its entry upon the PREMISES shall be borne by the TON, with no cost or expense to PDA.
4. The TON covenants and agrees that at no time during the use of the PREMISES shall any training be performed within 200 feet of the area utilized by the National Guard.
5. Other than provided herein, it is understood and agreed that the TON does not acquire title to or any other interest in the property of PDA by this grant of permission and consent to enter the PREMISES during the term of this right-of-entry or any renewal thereof.
6. TON and any agent or contractor of TON entering the PREMISES providing PDA with satisfactory evidence of commercial general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured. TON and any agent or contractor of TON providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of One Million Dollars (\$1,000,000) and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain (i) a provision that no act or omission of any employee, officer or agent of TON which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement

by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Pease Development Authority, (iii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

7. PDA does not warrant the condition of the PREMISES permitted hereunder and the TON accepts that use of PREMISES is as-is, where-is, and with any/all faults.
8. Any placement of the equipment or property placed on the PREMISES is subject to the approval of PDA, all equipment and other property taken upon or placed upon the PREMISES by the TON shall remain the property of the TON and shall be removed by the TON after each use and, if permitted to remain after each use by no later than upon the expiration of this right-of-entry.
9. The rights granted herein shall be in effect from the date of execution of this Agreement through December 31, 2020, except that all rights granted herein shall automatically terminate upon the conveyance or transfer of title to the PREMISES to any party not a part hereof. Upon the termination or expiration of this Agreement, the TON will remove all its personal property from the PREMISES and repair any damages resulting from its activities conducted on the PREMISES.
10. This written permission is given by the undersigned voluntarily without coercion and without promises of any kind not provided for herein.
11. In consideration of mutual aid response, PDA is providing this right of entry for continued EVOC training of police department employees.
12. The TON shall comply with all applicable Federal, State, and local laws, regulations and ordinances, including, but not limited to, the handling, storage, treatment, transportation and disposal of hazardous substances.
13. The TON shall, at no expense to PDA, provide safety and security measures in connection with its use of this right-of-entry that are adequate to protect the safety of all users of the subject property or any adjacent property.
14. The TON will notify PDA at least twenty-four (24) hours before entry is made on the PREMISES, recognizing that the PREMISES may not always be available. Authorization shall be granted on a "first come, first serve" basis. Said notice may be provided either in writing by certified mail, email or by telephone to PDA as follows:

Portsmouth International Airport at Pease
Chasen Congreves
36 Airline Avenue

Portsmouth, NH 03801
(603) 766-9231
c.congreves@peasedev.org

14. PDA reserves the right to revoke or terminate this right of entry at will upon written notice to the TON. Such written notice shall be provided to the TON by certified mail at the following address or via email at:

Town of Newington Police Department
ATTN: Capt. Michael Sullivan
205 Nibble Hill Road
Newington, NH 03801
Tel: (603) 431-5461
e-mail: msullivan@newingtonnhpd.com

15. Delay in the enforcement of any right hereunder by a party shall not result in a waiver of that right and any waiver by a party hereunder shall require a written instrument, signed by the party to be bound, expressly acknowledging that waiver. The provisions of this right-of-entry may not be amended or altered except by a written instrument fully executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Entry Agreement effective as of the date written above.

PEASE DEVELOPMENT AUTHORITY

Dated: _____

By: _____
David R. Mullen
Executive Director

TOWN OF NEWINGTON PD

Date: _____

By: _____
Print Name: _____
Print Title: _____
Duly Authorized

June 8, 2020

Ned Denney
Port City Air
104 Grafton Drive
Portsmouth, NH 03801

**Re: Right of Entry - Portion of Hangar 227, 14 Aviation Avenue
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Denney:

This letter will authorize Port City Air ("PCA") and/or its agents and contractors to enter Hangar 227 and use a portion of Hangar 227, as designated by PDA Airport Operations (the "Premises"), commencing June 22, 2020, through July 10, 2020, for the storage of certain aircraft by PCA, at its sole expense and risk. This Right of Entry will expire at midnight on July 10, 2020, unless otherwise extended by agreement of PCA and the Pease Development Authority.

This authorization is conditioned upon the following:

1. 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.
2. PCA's understanding that Hangar 227 has potential environmental contamination and active environmental contamination monitoring and mitigation systems in place, and its acceptance of the risks such conditions present. PDA shall not be responsible for damages to property or injuries to persons which may arise or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the persons of PCA's officers, agents, servants or employees, or others who may be on the Premises at PCA's invitation or the invitation of any one of them.
3. PCA'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 the Premises, real or personal property, including the aircraft stored on the Premises, 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. PCA expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a

Page Two
June 8, 2020

**Re: Right of Entry - Portion of Hangar 227, 14 Aviation Avenue
Pease International Tradeport, Portsmouth, NH**

consequence of PCA's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. PCA further agrees to indemnify, save, hold harmless, and defend (with counsel acceptable to the PDA) the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of PCA's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. PCA understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises for aircraft storage only (no maintenance or other activities are permitted) and the movement of aircraft in and out of the Premises shall be conducted by PCA personnel without spending any unnecessary or additional time within Hangar 227; (b) requires PCA to move any airplanes stored within the Premises upon the request of the PDA; (c) is granted on a non-exclusive basis; and (d) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

5. PCA, and/or any agent of PCA, providing to the Pease Development Authority satisfactory evidence of comprehensive aviation general liability insurance and hangarkeepers liability insurance, both to a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00); environmental liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; and evidence of workers compensation coverage to statutory limits.

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

6. PCA's agreement herein that, PCA shall, upon three (3) days written notice from Pease Development Authority, vacate and, at Pease Development Authority's election, restore said premises to its condition prior to the storage of the aircrafts.

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June 8, 2020

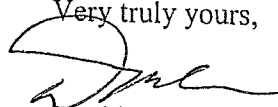
**Re: Right of Entry - Portion of Hangar 227, 14 Aviation Avenue
Pease International Tradeport, Portsmouth, NH**

7. PCA's agreement herein to coordinate with PDA Airport Operations to access Hangar 227 for the purposes of delivery and retrieval of the aircraft. The Airport Operations may be reached at (603) 433-6536, Monday through Friday, 8:00 a.m. to 5:00 p.m.

8. PCA's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises. PCA acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises.

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

Very truly yours,



David R. Mullen
Executive Director

Agreed and accepted this 9th day of June, 2020

PORT CITY AIR

By: Edward B. Denny, CEO
Print Name: EDWARD B. DENNY
Its: _____




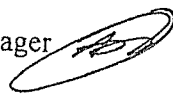
MOTION – IX. A. 1.

Director Anderson:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to have B&H Airpower, L.L.C. exercise its one year option through to June 30, 2021 and to amend the termination notice provision of the lease from six (6) months to thirty (30) days, all in accordance with the memo from Andrew Pomeroy, C.M. Airport Operations Manager, dated June 4, 2020 and attached hereto.

Memorandum

Pease Development Authority, Airport Management Department

To: David R. Mullen, Executive Director 
From: Andrew Pomeroy, C.M. Airport Operations Manager 
CC: Paul Brean, Airport Director
Date: June 4, 2020
Re: Skyhaven Hangar 5 Lease Amendment and Renewal

The Pease Development Authority entered into a lease agreement with B&H Airpower, L.L.C. ("B&H") of Somersworth, NH, for Hangar 5 at the Rochester Skyhaven Airport, for the purpose of storage and operation of their company Cessna 525 Citation Jet. This lease commenced on July 11, 2019 and runs through July 1, 2020. The lease included three, one year options to extend, subject to the approval of the PDA Board of Directors.

B&H would like to exercise the first of its one year options under the same terms and conditions of the existing lease, however, in exercising this option B&H has requested that the termination notice provision of the lease be shortened from six months to thirty days. B&H has requested this amendment given its interest in constructing a new hangar at the Portsmouth International Airport at Pease and given the potential for a new aircraft maintenance operation at Skyhaven Airport, which would utilize Hangar 5. Given our ongoing relationship with B&H at Skyhaven, PDA staff is supportive of both the lease amendment and the granting of the one year extension option.

With the foregoing in mind I request that you seek PDA Board of Directors approval for the amendment of the lease agreement with B&H as set forth herein and for the approval of the exercise of the one year lease extension through June 30, 2021.



MOTION – IX. A. 2.


Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to enter into an amendment of the Food and Beverage Service Concession Agreement with Galley Hatch Catering Services, Inc., to extend the term of the agreement to October 31, 2021, all in accordance with the memo from David Mullen, Executive Director dated June 10, 2020 and attached hereto.



MEMORANDUM

To: PDA Board of Directors

From: David R. Mullen, Executive Director 

Date: June 10, 2020

Subject: Food and Beverage Management Service Concession Agreement

The Pease Development Authority and the Galley Hatch Restaurant, Inc., d/b/a Grill 28 ("GHR") are parties to a "Food and Beverage Management Service Concession Agreement at Pease Golf Course" regarding the operation of the Grill 28 restaurant. The agreement commenced April 1, 2009, and has been amended four times. Pursuant to Amendment 3, effective November 1, 2015, the agreement terminates on October 31, 2020. Under the agreement, the PDA is currently paid 17% of gross sales. The PDA has been pleased with GHR's operation of Grill 28.

With the agreement set to expire this fall, earlier this year PDA staff contemplated preparation of a bid package in order to put the concession agreement out to bid this summer. Concurrently, discussions commenced between the PDA and representatives of GHR regarding a long-term lease of the golf course and development of improved food and entertainment options thereon. The arrival of the COVID-19 pandemic in earnest this past March, and the resulting stay at home orders and closure of businesses, delayed the anticipated advancement of those discussions. However, as we move into summer it is expected the discussions will resume and progress rapidly over the remainder of this year.

With the foregoing in mind, PDA and GHR have discussed a one year extension of the current agreement on the same terms and conditions and believe such an extension would be in both parties' best interests. An extension would permit PDA and GHR to continue their discussions about a long-term lease of the golf course, allow for the continued successful operation of Grill 28 for another year, and eliminate the need to go out to bid this summer for the operation of Grill 28 given the ongoing long term lease discussions.

As such, at the June 18, 2020, meeting of the PDA Board of Directors I am requesting authority to enter into an amendment of the concession agreement with GHR to extend the term of the agreement to October 31, 2021, all other terms and conditions to remain the same.

Addendum to Contract or Agreement

Country Club Enterprises, LLC – 2020 Seasonal Lease Agreement (Pease Golf Course)

This addendum is attached to, and made part of, the above referenced agreement by the express agreement of the parties. The intent of this addendum is to ensure that any agreement which is entered into complies with New Hampshire law and with the contracting policies of the Pease Development Authority.

Indemnification, RSA 91-A, Binding Arbitration, and Legal Jurisdiction

As an agency of the State of New Hampshire formed pursuant to NH RSA 12-G, Pease Development Authority ("PDA") is legally prohibited from agreeing to or entering into contracts or agreements containing any of the following contractual terms which:

1. Obligate PDA to indemnify any party in a contract
2. Attempt to limit PDA's ability to comply with state open records laws (NH RSA 91-A);
3. Require binding arbitration; and
4. Subject PDA to a jurisdiction other than the State of New Hampshire.

Furthermore, PDA will not enter into contracts or agreements which:

5. Require personal guaranties from agency employees;
6. Require credit reports from agency employees (credit records of the agency are available for review);
7. Deviates from standard agency billing practices wherein PDA makes payments within 30 days of receipt of an invoice (unless specifically agreed to otherwise);
8. Requires PDA to provide any form of insurance coverage, unless PDA specifically agrees to provide such. In the alternative, PDA may elect to self-insure any property or other interest related to its operations and under its control or use;
9. Requires PDA to commit to any obligation which violates State or Federal law;
10. Renews automatically without a corresponding right to terminate without cause either during the initial term of the Agreement or during any subsequent renewal term;
11. Imposes early termination penalties; and
12. Limits or restricts PDA's ability to use or release work products and data prepared for PDA's use.

To the extent this contract or agreement form includes any of the forgoing provisions, Country Club Enterprises, LLC is put on notice that Pease Development Authority shall not and cannot agree to be bound by such terms and conditions. Therefore, the Parties expressly agree that this Addendum is made part of the Agreement referenced above and serves to amend the terms of the Agreement by deleting any of the forgoing provisions and otherwise making the agreement consistent with the contractual requirements set forth herein.

All contractors, vendors, entities or persons doing business with PDA must comply with applicable Federal and State laws including, but not limited to, Title VI of the Civil Rights Act of 1964. The sovereign immunity of Pease Development Authority is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this Agreement to the extent such are permitted by NH RSA 491:8, as the same may be amended.

Date: 5/7/20

Country Club Enterprises, LLC

By: [Signature]

Its: [Signature]

Date: 5/7/2020

Pease Development Authority

By: [Signature]

David R. Mullen

Its: Executive Director

Country Club Enterprises, LLC
2020 Seasonal Lease Agreement

This Seasonal Lease Agreement (“Lease”), dated as of **May 6, 2020** is by and between COUNTRY CLUB ENTERPRISES, LLC, a Massachusetts limited liability company (“Lessor”) with a principal place of business at 2D Express Drive, Wareham, MA 02571, and **Pease Golf Course** (“Lessee”) with a place of business at **55 International Drive Portsmouth, NH 03801** (the “Equipment Location”).

1. Leased Equipment. Subject to the terms and provisions of this Lease, Lessor agrees to lease to Lessee, and Lessee agrees to hire and take from Lessor, golf car vehicles as more particularly described and in the quantities set forth below:

<u>Quantity</u>	<u>Description of Equipment</u>
40	2019 Club Car Tempo Gas Beige Golf Cars with Canopy Tops. On-Call Parts Included Service is Included *All Damage, Abuse, or Neglect is billable to the club

The above will be referred to as the “Equipment.” Serial numbers for the Equipment will be provided on the delivery docket at the time such Equipment is delivered. The serial numbers shall constitute the unique identification of the vehicles and exact reconciliation of such will be a condition of the return of said vehicles at the conclusion of the Lease.

2. Term. The term of this Lease (the “Term”) commences on the first date of delivery (the “Delivery Date”) of the Equipment, agreed to be **on or before May 11, 2020**, and continues until **July 12, 2020** when all of the Equipment will be returned to or picked up by Lessor.

3. Payment Terms. Lessee agrees to pay to Lessor aggregate rentals equal to the sum of all monthly payments (including advance rentals) all as set forth below. For Maine and Rhode Island customers only, applicable sales tax is included in monthly payment amounts. Lessor shall invoice Lessee monthly, and each monthly payment amount shall be due within fifteen (15) days of receipt of invoice. Payments not made within such fifteen-day period will be considered delinquent, and will be subject to an interest charge of 1.5% per month. If Lessee fails to pay any amount when due, Lessee shall be liable for, and shall pay to Lessor, all collection costs and expenses incurred by Lessor, including, but not limited to, all collection agency fees, court costs, reasonable attorneys’ fees, and returned or overdrawn check fees.

Lessee agrees to pay to Lessor **Rental Costs** equal to the sum in the amount of **\$5.00 / Car / Day** for the **40 Club Car Golf Cars**. The **Rental Charges** in the amount of **\$200.00 / Day** is due in monthly installments. **Delivery charges of \$2,968.00 is due NET 15 of delivery. The first month’s payment of \$4,000.00 is due NET 15 of delivery. Subsequent payments are due the 15th of each month.**

Payment Due Dates: May 26, 2020 (\$2,968.00 for delivery and \$4,000.00 for May rentals), June 15, 2020 (\$6,000.00 for June rentals) & July 15, 2020 (\$2,400.00 for July rentals).

If the customer keeps the cars for a longer period the price will remain \$5.00 / Car / Day up until the point the cars are picked up. If the customer decides to return the cars early billing will be adjusted to account for the \$5.00 / Car / Day rate. The customer must notify CCE in writing of any change to the term of this rental.

4. Insurance. Lessee shall procure and maintain at all times during the Term such commercial liability and other insurance on the Equipment to protect it against theft, loss and/or damage as Lessor may require from

time to time. Such insurance shall be in a form and amount and with insurance companies satisfactory to Lessor. Lessee will provide Lessor with certificates of insurance (or upon request copies of such policies), naming "Country Club Enterprises, LLC" as a loss payee with respect to such insurance.

5. Title; Alteration or Modification Prohibited. Title to the Equipment will at all times remain with Lessor, and Lessee will at all times, at its own cost and expense, protect and defend the title of Lessor from and against all claims, liens and legal processes of creditors of Lessee and keep the Equipment free and clear from all such claims, liens and processes. Lessee agrees to defend, indemnify and hold harmless Lessor, including reimbursement for Lessor's reasonable attorneys' fees and costs, in the event that Lessee's creditors or other third parties doing business with Lessee place any lien or encumbrance on the Equipment. Lessee agrees not to alter or modify the Equipment without first obtaining in each instance the prior written approval of Lessor.

6. Possession, Location of Equipment, Right of Inspection and Assignment. Lessee agrees that the Equipment will be kept by Lessee at the Equipment Location at all times, and will not be removed from said location without the prior written consent of Lessor. Lessor shall have the right to inspect the Equipment at all reasonable times and from time to time as Lessor may require. Lessee will not sell, assign, transfer, pledge, encumber, permit the creation of any lien upon, secrete, sublet or otherwise dispose of any of the Equipment or any interest of Lessee in or under this Lease without Lessor's prior written consent. This Lease and all rights of Lessor under this Lease will be assignable by Lessor without Lessee's consent, but subject to rights of Lessee hereunder. After receiving notice of any assignment by Lessor, Lessee agrees that it will not, without the prior written consent of the assignee, purchaser or secured party, (i) prepay any amounts owing under this Lease; (ii) modify or amend this Lease; or (iii) exercise any rights which are exercisable only with the consent of the Lessor.

7. Lessee Maintenance. The Lessee agrees to perform proper day-to-day maintenance on the Equipment including, but not limited to, the following:

- Changing and repairing flat tires.
- Keeping the exterior and interior areas clean and free of grease and grime.
- Performing minor maintenance such as reconnecting wires that become loose during normal operations.
- Observing oil or electrical warning lights and removing Equipment from operation where problems have been indicated.
- Identifying Equipment that has been speed tampered and notifying Lessor if Equipment exceeds factory speed setting.

8. Safe and Proper Use of Equipment.

(a) The Lessee agrees to properly inspect the Equipment prior to its use to ensure the Equipment is, in all respects, safe for use. Lessee shall also ensure that all of their employees, as well as individuals using the Equipment, have been instructed in the operational and safety guidelines recommended by the manufacturer.

(b) Lessee agrees that it shall provide safe housing of the Equipment. Lessee agrees that it shall remove ignition keys from the Equipment after release by any user and after business hours.

(c) Lessee will adhere to the manufacturer's guidelines for maximum number of persons operating and riding on vehicles. Each bench seat accommodates a maximum of two persons. It is prohibited for any individuals to ride standing on the back of golf cars, or standing or sitting in work boxes attached to the back of a moving vehicle.

(d) It is illegal to operate golf car equipment on public roads. Under no circumstances will any Equipment be allowed to operate on public roads. Any damage, injury, or death arising from or relating to

the failure by Lessee to abide by this restriction shall be the sole responsibility of Lessee and Lessee shall indemnify Lessor for and hold Lessor harmless from any consequences and monetary damages resulting from such actions.

9. Taxes. The Lessee agrees to collect and pay all amusement, sales or other taxes due or payable in connection with the rental or use of the Equipment and hereby waives any responsibility of Lessor to do same.

10. Default. An event of default shall occur if: (a) any monthly rental payment or any other amount owed by Lessee to Lessor, whether under this Lease or any other agreement between the parties, is not paid within five (5) days of when due; (b) Lessee breaches any warranty, obligation, covenant or provision of this Lease, including but not limited to its obligations to properly maintain the Equipment; (c) Lessee ceases to do business as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, petitions for bankruptcy, is a party to an involuntary bankruptcy, or takes any other action to take advantage of laws for the relief of debtors; (d) any property of the Lessee is attached or seized; or (e) any trustee or receiver is appointed for Lessee or for any substantial portion of its property.

11. Remedies. Upon the occurrence of an event of default Lessee shall be in default under this Lease and Lessor may, at its sole option, with or without notice to Lessee: (a) terminate this Lease and declare all sums due or that may become due in the future under this Lease immediately due and payable; (b) require Lessee to assemble the Equipment and deliver the same forthwith to Lessor at Lessee's expense; and/or (c) enforce the provisions of this Lease in a court of law or equity. IT IS AGREED THAT IF ANY RENTAL PAYMENT IS DUE AND UNPAID, OR IF ANY DEFAULT EXISTS, THEN THE LESSOR MAY, IMMEDIATELY OR ANY TIME THEREAFTER, TAKE POSSESSION OF THE EQUIPMENT WHEREVER IT MAY BE FOUND, FORCIBLY, IF NECESSARY, WITHOUT BEING DEEMED GUILTY OF TRESPASS, AND WITHOUT RENDERING ITSELF LIABLE TO REFUND ANY SUMS RECEIVED AS RENTAL PAYMENTS, AND THEREUPON THIS LEASE SHALL TERMINATE, BUT WITHOUT PREJUDICE TO ANY REMEDIES WHICH LESSOR MIGHT OTHERWISE USE FOR ARREARS OF RENTAL PAYMENTS OR ANY BREACH OF COVENANTS OF THE LEASE.

If Lessee fails to perform, duly and promptly, any of its obligations under this Lease including day-to-day maintenance, Lessor may perform the same, but shall not be obligated to do so, for the account of Lessee to protect the interest of Lessor or Lessee or both, at Lessor's option. Any amount paid or expense (including reasonable attorney's fees), penalty or other liability incurred by Lessor in such performance shall be payable by Lessee upon demand as additional rent for the Equipment.

12. No Warranty. THERE ARE NO WARRANTIES OFFERED ON THE EQUIPMENT OTHER THAN THOSE PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.

13. Indemnification. Lessee shall indemnify, defend, hold harmless and save Lessor, its agents, servants and employees, from any and all claims, losses, damages and expenses, including reasonable attorneys' fees and costs, suffered or incurred as a result of actions on account of damage to property or injuries to persons (including death), or any other claims or demands, whether brought or made by Lessee, its agents, servants, employees, licensees, invitees, operators, users, individual sublessees, or any other person, arising out of or in connection with this Lease, or the ownership, possession, use, maintenance or condition of the Equipment, except that Lessee shall have no such liability for damages or costs incident thereto caused by, or due to, the gross negligence or willful misconduct of Lessor.

14. Vandalism or Damage; Accidents. Lessee shall be solely responsible for all vandalism or damage to the Equipment, and shall pay all costs for repair or replacement of any Equipment so damaged. Lessee

shall immediately report to Lessor in writing (a) any acts of vandalism to the Equipment, (b) any accidents involving the Equipment, and (c) any other damage to, theft of, or injuries resulting from the use of, the Equipment. Upon request by Lessor, Lessee shall promptly provide in writing, any names and/or evidence that might aid in the apprehension of vandals, any documentation relating to an accident, such as police reports, and any other information reasonably requested by Lessor that would aid in filing an insurance claim. Lessee shall cooperate with reasonable requests of Lessor relating to the investigation of claims or potential claims described in this section. Any golf car-related accidents shall immediately be reported to Lessor within 24 hours, and any documentation relating to such accident, such as police or accident reports, shall also be made available to the Lessor.

15. Return of Equipment. Lessee shall return all, but not less than all, of the Equipment to Lessor immediately upon the expiration of the Term to a place to be designated by Lessor, and such return shall be at Lessee's sole cost and expense; provided, however, that if Lessor has agreed to pick up the Equipment, Lessee shall only be required to make all Equipment available at the Equipment Location on the date(s) specified by Lessor for pick-up. Lessee shall return all Equipment unencumbered and in the same condition as when received by Lessee, reasonable wear and tear resulting from normal use thereof excepted.

16. Holdover. In the event that Lessee retains possession of the Equipment after the end of the Term of this Lease, all terms, provisions and conditions of this Lease shall continue in full force and effect until Lessor recovers the physical possession of the Equipment and Lessee shall be obligated to pay to Lessor additional monthly rental payments during each month (or any part thereof) when Lessor is not in possession of the Equipment after the end of the Term of the Lease in an amount equal to one and one half times the monthly rental payments required during the Term of the Lease.

17. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, construed and enforced exclusively in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflict of law thereof that would cause the application of the law of any other jurisdiction. The parties hereby agree to submit to the exclusive jurisdiction of the state and federal courts in Massachusetts, and agree that the exclusive jurisdiction and venue for any suit, arbitration or action arising out of this Agreement shall be Plymouth County, Massachusetts.

18. Amendment. This Lease may not be amended or modified except by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the date first above written.

LESSOR:
COUNTRY CLUB ENTERPRISES, LLC

By: [Signature]

Date: 5/8/20

LESSEE:
Pease Golf Course

Signature: [Signature]

Printed Name: DAVID McNEW

Title: EXECUTIVE DIRECTOR Date: 5/7/2020

AMENDMENT NO. 1

LESSOR: Country Club Enterprises LLC
LESSEE: Pease Development Authority/Pease Golf Course
EQUIPMENT: Forty (40) 2019 Club Car Tempo Gas Beige Golf Cars with Canopy Tops
LEASE DATE: May 6, 2020 (with Addendum)

This Amendment No. 1 shall be made effective June 11, 2020 by and between the above referenced Lessor and Lessee:

WHEREAS, Lessee has requested an extension to the term of the leased equipment referenced in 2020 Season Lease Agreement between the parties;

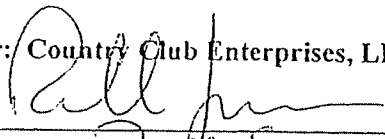
NOW, THEREFORE, Lessor and Lessee agree that the Lease be amended as set forth below:

a.) Article 2 – Term is amended to provide that the term shall expire on September 8, 2020, not July 12, 2020 as stated in the Seasonal Lease Agreement.

b.) All other terms and conditions of the Lease (with Addendum) dated May 6, 2020, shall remain in full force and effect and continue to be binding upon the Parties.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment No. 1 to be effective June 11, 2020.

Date: 6/10/20, 2020

Lessor: Country Club Enterprises, LLC
By: 
Print Name: Russ Spener
Its: CEO

Date: _____, 2020

Lessee: **Pease Development Authority**
By: _____
David R. Mullen, Executive Director

AGREEMENT

THIS AGREEMENT, made effective this 12 day of May, 2020, between the PEASE DEVELOPMENT AUTHORITY ("PDA" or "Owner"), an agency of the State of New Hampshire established pursuant to N.H. RSA 12-G:1 et. seq. with a principal place of business at 55 International Drive, Pease International Tradeport, Portsmouth, New Hampshire 03801 and Diana Ries Designs Inc., 215 Peters St, SW, Unit A, Atlanta GA 30313 ("Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will perform website design/development work for Pease Development Authority in accordance with the Contractor's Website Project Proposal attached hereto as Exhibit A, which meet or exceed the requirements of the Contract Documents, as that term is defined in Section 4 of this Agreement (the "Project").
2. The Contractor will commence work upon execution of this Agreement and complete the Project in accordance with the timeframe and schedule set forth in Exhibit A, as may be modified by the mutual written agreement of the parties.
3. The Contractor agrees to comply with the terms of the Agreement and to perform all of the website design/development work described in this Agreement and Exhibit A for the amounts set forth in Exhibit A (the "contract amount"). Additionally, the Contractor agrees to provide ongoing website maintenance work described in this Agreement and Exhibit B, at the election of the PDA, for the amounts set forth in Exhibit B.
4. The term "Contract Documents" means and includes the following:
 - (A) Agreement
 - (B) Contractor's Website Project Proposal – **Exhibit A**
 - (C) Contractor's Website Maintenance Proposal – **Exhibit B**
 - (D) Contractor's Insurance Certificate(s) – **Exhibit C**
5. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, supervision and other items and services necessary for the completion of the Project, and for any ongoing maintenance work, except as otherwise set forth in the Contract Documents.
6. Upon satisfactory completion of each phase of the Project work under the terms of this Agreement, Contractor shall provide PDA with an itemized bill for services. PDA agrees to pay Contractor \$1,000 immediately after the execution of this Agreement. Fifty percent (50%) of the balance to be paid upon live home page design approval, such approval not to be unreasonably withheld. Balance due upon live launch of the website. Ongoing website maintenance work, if elected by the PDA, shall be paid consistent with the provisions of Exhibit B.
7. This Agreement is not assignable by the Contractor and any attempt at assignment is void.
8. This Agreement shall be binding upon all parties hereto and their respective heirs,

executors, administrators, successors, and assigns.

9. This Agreement is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This Agreement has been entered into in the State of New Hampshire and shall be construed according to the laws of the State of New Hampshire. This Agreement shall not be amended or modified except by an agreement in writing signed by the parties.

10. Insurance

- a. The Contractor agrees to take out and maintain during the term of this Agreement at its expense adequate insurance coverage with an insurance company or companies acceptable to the Owner, including but not limited to:
 - (1) comprehensive general liability insurance, on an occurrence basis, against claims for bodily injury, death or property damage to a limit of not less than \$500,000 each occurrence, \$500,000 per project aggregate; and
 - (2) workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of State and Federal law and which specifically covers all personnel performing work under the Contract (state law exclusion coverage for proprietors, partners or executive officers not permitted);
- b. All such policies of insurance shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Agreement, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire. All such policies of insurance (other than workers' compensation insurance) shall name the Owner as an additional insured.

11. Default and Termination

If the Contractor:

- a. fails to begin work under this Agreement within the time specified in the notice to proceed;
- b. fails to perform the work with sufficient workers and equipment or with sufficient materials to assume prompt completion of said work;
- c. performs the work unsuitably, or neglects or refuses to remove material or to perform a new such work as may be rejected as unacceptable or unsuitable;
- d. discontinues the prosecution of the work;
- e. fails to resume work which has been discontinued, within a reasonable time after written notice to do so;
- f. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;
- g. makes an assignment for the benefit of creditors; or
- h. for any other cause whatsoever, fails to carry on the work in accordance with this Agreement,

the Owner will give notice in writing to the Contractor for such delay, neglect or default. If the Contractor does not proceed in accordance with said notice, then the Owner will, upon written notification from its Representative of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority without violating this Agreement, to take the delivery of services out of the hands of the Contractor. The Owner may enter into an agreement for the completion of this Agreement according to the terms and conditions hereof, or use such other methods as in its opinion will be required for the completion of said Agreement in an acceptable manner.

All extra costs and charges incurred by the Owner as a result of such delay, neglect or default, together with the cost of completing the services under this Agreement will be deducted from any monies due or which may become due to Contractor. If such expense exceeds the sum which would have been payable under this Agreement then the Contractor shall be liable and shall pay to the Owner the amount of such excess within thirty (30) days of notice from Owner.

12. Termination Without Fault

Notwithstanding the default provisions of Section 11, the Owner, for any cause, including but not limited to an order of any federal authority or petition of the Contractor due to circumstances beyond its control, may by written notice to the Contractor terminate this Agreement or any portion thereof subject to condition (a) provided below.

Notwithstanding anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Owner hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State funds, and in no event shall Owner be liable for payments hereunder in excess of such available or appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds or appropriations or a reduction of expenditure of State funds, the Owner may, by written notice to the Contractor, immediately terminate this Agreement in whole or in part in accordance with the following conditions:

- a. When this Agreement, or any portion thereof, is terminated before completion of all items of work therein, payment will be made for the actual items of work completed. Payment of items of work not completed at time of termination shall be the greater of the following amounts: (1) a percentage of completion of the particular item at time of termination. No claim for loss of anticipated profits on items or units of work not completed will be allowed.

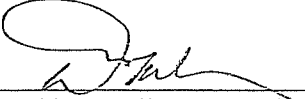
13. Required Contract Provisions for FAA Obligated Airports and/or Airport Improvement Program Projects as may be Applicable

<https://www.fed.gov/airports-and-transportation/federal-contract-provisions-media-combined/federal-contract-provisions.pdf>

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract, effective on the date first above written.

Pease Development Authority

Dated: 5/15/20

By: 
David R. Mullen, Executive Director

Diana Ries Designs, Inc.

Dated: May 12, 2020

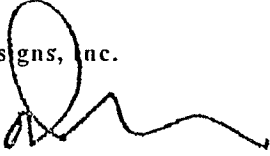
By: 
Print Name: Diana Ries
Title: Owner, Art Director

Exhibit A

CONTRACTOR'S WEBSITE PROJECT PROPOSAL



Skyhavennh.com Website Contract

Goals:

- Redesign of current site to create a compelling, easy-to-use, responsive website to showcase Skyhaven Airport and all that it has to offer.
- Fulfill guidelines as set forth by Google for optimal web browsing on tablets and smartphones thereby increasing searchability.
- Work with a user-friendly WordPress format. Site to include easy-to-use admin capability
- Include a more meaningful and dramatic photo gallery.
- Intuitive navigation.
- Integration of social media, recommended.

Navigation:

Website proposal includes 18-29 pages. See site map on page three of this agreement.

Copy and Photographs:

Some content and images from existing site to be used in redesign along with additional content to come from marketing team. New images to be supplied by Skyhaven and/or sourced from our photo library.

Timeline/Planning:

We will build in a hidden location until ready for launch. Your site could be completed in about 3-4 weeks depending on your approval process. We request that one point person be our liaison and that all materials, edits etc go through that person for seamless project execution.

Hosting And Fees

We will procure 3-year hosting for your website with Siteground.

Siteground is currently offering \$5.95 per month with a 3-year commitment.

Siteground fee includes: CDN, SSL, daily website back-ups

Upon completion of the initial project, the PDA will assume the host accounts maintenance and provide our organization with login information to allow us to provide website maintenance.

Fee For Hosting Set Up: \$50

Website cost:

\$3,850-4,400*

Website production and design fee is based on 18-29 pages (35-40 hours). Price includes all creative, onsite SEO, image editing, some copywriting/editing, coding, and admin training. Estimated time to complete the site is based on timely receipt of materials and/or edits from you. Estimate includes two - three rounds of edits. This estimate includes all creative and free plug-ins as required. In the event that we/you determine fee-based plug-ins are required, we will bill those additionally. Creative includes final migration to your hosting account for live launch. Stock image purchases, if required, will be billed additionally.

ADDITIONAL, OPTIONAL, RECOMMENDED MARKETING ITEMS:

Social media: Set up for Facebook and/or Google My Business: \$200 for each social media item. Costs include initial set-up with information, images, logos, business information, and linking to website etc.

MailChimp: mass email account creation: \$250

This marketing tool would be integrated to your website and would enable you to communicate to tenants, visitors and more. We could capture contacts from a website subscribe button, which we would create on your site, and it would automatically populate your MailChimp account. Account creation includes account set-up, list import, subscribe form, database segmentation and template creation for eblasts. Up to 2,000 email addresses are free from MailChimp.

Terms For Website Creation:

\$1,000 to be billed upon approval of proposal. 50% of balance to be paid upon live home page design approval. Balance due upon live launch. *Scope changes or additions beyond agreed upon terms will incur additional fees.

Accepted by:

Greg Siegenthaler

Date

CURRENT SITE MAP

Home
About Us
 Welcome
 State of NH-<https://www.nh.gov/dot/org/aerorailtransit/aeronautics/sasp/airports/skyhaven.htm>
 Pattern- no content
 Hours- no content
 Contact Us
Services
 Fuel
 Flight training, Aircraft Rental, Sightseeing Flights
 no content except contact email info/phone
 Aircraft Maintenance & Repair, Aircraft Line Services
 no content except contact email info/phone
 Hangars & Tie Downs
Flight Planning
 Pilot Weather
 Forecast
 Metars
 Radar
 Surface Analysis
 Weather Map
 Temp Map
 NOAA Interactive Weather Map
News & info
 News Archive
 LINKS
 Airport Master Plan
 Skyhaven Calendar
 NH DOT Airport News & Events
 SKYHAVEN Minimum Standards Document
Calendar of Events
 Skyhaven Calendar
Local Destinations
 Destinations
 EAA-Young Eagles
Contact Us
 Staff
 Noise Complaints
 Feedback To SAAC
Photo Gallery

RECOMMENDED SITE MAP

Home: Welcome
About: include this link on landing page:
<https://www.nh.gov/dot/org/aerorailtransit/aeronautics/sasp/airports/skyhaven.htm>
History
Meet the team
Tenants
Board documents
Airport Master Plan
SKYHAVEN Minimum Standards Document

Services & Amenities: include a call to action for maintenance. flight training on landing page.

Fueling -Self Serve
Pilot Amenities
Hangars & Tie Downs

Flight Planning or (flight center or pilot info)

include pilot info such as runways, AWOS, Approach info. on landing page plus amenities for pilots
Minimum Standards For Commercial And Noncommercial General Aviation Operators.
(add as link button on side bar)
Reservations (form) could be button on landing page

Development: Available space, land parcels, office space etc.
Tax incentives
Button/link for Peasedev.org

News & Events: create categories to allow for various local entities to have their own area of news
Events
Airport News

Local info: landing page with a variety of local info
EAA-Young Eagles

Resources: links (could go under about)

Gallery

Contact: hours, location info, map, email, phone

Footer:

Weather "widget"
button/link for Peasedev.org
Location hours info

Exhibit B

CONTRACTOR'S WEBSITE MAINTENANCE PROPOSAL



Skyhavennh.com
Website Maintenance Contract

Website Maintenance, Support, Content Editing, and Training:

This contract for on-going maintenance and support will begin after website creation has been completed. We are available for support for site edits either on an as-needed hourly basis or via a maintenance contract (more economical). Our hourly rate is \$110. This maintenance contract is for security software updates and minor edits. This is usually more economical than paying hourly.

Website Maintenance Contract Fee (two options):

Option 1: \$200/quarter, paid quarterly in advance of quarter.

Maintenance contract is based on a maximum of 3 hours of work in any quarter and includes minor site content updates.

Options 2: Or, receive a 20% discount and pay annually: \$650.

Accepted by:

Greg Siegenthaler

Date

Exhibit C

CONTRACTOR'S INSURANCE CERTIFICATE(S)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hiscox Insurance Company Inc 10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Diana Ries Designs 215 PETERS STREET SW Unit A Atlanta, GA 30313		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-4483280-CGL-20	05/12/2020	05/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ S/T Gen. Agg \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Pease Development Authority is included as additional insured per policy terms and conditions.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ALLEGIANT PROMOTION/TRADE AGREEMENT

This Promotion/Trade Agreement (the "Agreement") is entered into this 3rd day of June, 2020, by and between Allegiant Air, LLC ("Allegiant") and Portsmouth International Airport ("Vendor").

W I T N E S S E T H:

WHEREAS, the Vendor wishes to run a promotion and provide Allegiant travel vouchers as a prize; and

WHEREAS, Allegiant agrees to provide such travel vouchers, subject to the terms and provisions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Allegiant and Vendor agree as follows:

1. **Promotion Duration.** Vendor's promotion shall run from 4:00 P.M. EDT, June 4, 2020, to 8 P.M. EDT, June 4, 2020.
2. **Vendor Responsibilities.**
 - A. Prior to the issuance of the travel vouchers, the parties agree that the following must be accomplished:
 - i. Allegiant must give written approval (via email) of any materials or collateral used in conjunction with the promotion that contains Allegiant's logo, name or likeness, prior to such use.
 - B. Vendor shall be solely responsible and liable for running the promotion, acknowledgment of sharing emails with Allegiant LLC, selecting the winner of the promotion, fulfilling the prize and collecting all required forms from the winner.
3. **Allegiant's Responsibilities and Prize Information:**
 - A. Once the requirements of Section 2 (A) (i) above have been satisfied, Allegiant will send Vendor two (2) \$250 travel voucher to be used by Vendor as a prize in the promotion.
 - B. Restrictions on Use of Travel Vouchers:
 - i. Travel must be booked and completed within one (1) year from the date of issuance of the travel voucher. Airfare is based on availability and may be subject to certain blackout dates (1/1-5, 3/1-3/30, 4/2-6, 11/20-30, 12/1, and 12/18-31). Seats are limited and may not be available on all flights. Prize is non-transferable. No substitution or transfer of prize or cash redemption is permitted. Any and all amounts over and above the value of the travel voucher will be the responsibility of the winner.

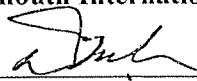
- ii. **Changes/Cancellation.** Changes to reservations are subject to a change fee of \$75 per person, per segment. No changes or substitutions will be permitted within seven days of scheduled departure. All changes must be made through Allegiant's reservation call center at 702-505-8888. Changing the originating city and destination of the originally booked itinerary is not permitted. Allegiant reserves the right to cancel, alter routes/times and suspend air service without notice. Management reserves all rights. No cash value.
4. **Compliance with Laws.** Vendor shall fully comply with all applicable federal, state and local laws, rules and regulations in performing its obligations under this Agreement.
 5. **Counterparts.** This Agreement may be executed in two identical counterparts which taken together shall constitute one and the same instrument. Facsimile or email copies of this Agreement and any required signatures shall be effective as originals.
 6. **Amendments and Modifications.** No modifications or alterations of this Agreement shall be effective unless made in writing and signed by both parties.
 7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, between the parties with respect thereto. Any conflict between this Agreement and any other documentation provided to Allegiant by Vendor, shall be resolved in favor of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Allegiant Air, LLC

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

Portsmouth International Airport

By: 
 Name: DAVID MULLEN
 Title: PDA EXECUTIVE DIRECTOR
 Date: 6/5/2020

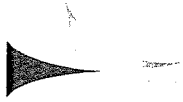
Memorandum

To: Paul Brean, Airport Director *PB*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 6/9/2020
Subj: Noise Report for May, 2020

Portsmouth International Airport at Pease received one noise inquiry in May, 2020. The inquiry was for a based, fixed-wing aircraft.

The fixed-wing inquiry was from a resident from Newmarket, NH. The caller was concerned about both safety and noise from the low altitude at which the aircraft was flying. I followed up with the air traffic manager and reviewed the flight track. The reviewed flight path did not indicate a dangerous altitude, however, I discussed the local voluntary noise procedures that impact our community with the aircraft operator. I then followed up the conversation with an email that reviewed our discussion and attached a copy of our voluntary noise procedures for their records.

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



MOTION – XI. B. 1.

Director Loughlin:

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

1. Expend funds in the amount of **\$32,277.00** for legal services rendered to the Pease Development Authority:

Sheehan Phinney Bass & Green

April 1 – April 30, 2020	\$31,900.00
April 1 – April 30, 2020	<u>\$ 377.00</u>
Total	<u>\$32,277.00</u>

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:	\$31,900.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$31,900.00

BALANCE DUE:	\$31,900.00

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... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

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:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$377.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$377.00

BALANCE DUE:	\$377.00

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... \$ _____


To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.




MOTION – XI. B. 2.

Director Allard:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to take all such action as may be required or appropriate to facilitate the increase of the current aviation fuel flowage fee rate by one cent to \$.03 per gallon on 100 low lead fuel and Jet A fuel, commencing July 1, 2020; all in accordance with the memorandum of Paul E. Brean, Airport Director, dated June 8, 2020, attached hereto.

To: David R. Mullen, Executive Director 

From: Paul E. Brean, Airport Director 

Date: 6/9/2020

Subj: Aviation Fuel Flowage Fee Increase

On July 1, 2018, Portsmouth International Airport at Pease (“PSM”) implemented an aviation fuel flowage fee of .02 cents per gallon on Jet A and 100LL fuel sales. PSM continues to recognize a significant increase in operating expenses associated with maintenance and security requirements to maintain airport certification. Additionally, capital expenditures have been committed to address increased aviation activity and deterioration of primary airfield asphalts. It is my recommendation the fuel flowage fee for both Jet A and 100LL fuel be increased to .03 cents per gallon as of July 1, 2020, to support additional aeronautical revenue.

Fuel flowage fees are prominent at most airports throughout the country with a national average of .09 cents per gallon. The table below is a survey of similar airports in the Northeast comparing fuel prices and associated fuel flowage fees. Neighboring airports average .08 cents a gallon for a flowage fee, and it should be noted the lowest priced fuel is sold directly by the airport operator and not a Fixed Base Operator.

With a proposed .01 cent increase PSM will remain extremely competitive with surrounding airports. Considerable attention should be given to the fact PSM is the only airport in the survey that does not charge landing fees to aircraft operators. Although landing fees are the most significant contributor to aeronautical revenue at airports, PSM must be conscientious to the fact ninety percent (90%) of PSM traffic can choose to use an alternative airport. A minimal increase to fuel flowage fee will safeguard operators seeking better value at alternative airports.

It is my recommendation that you ask the Board to authorize increasing the fuel flowage fee .01 cents per gallon to .03 cents on both 100 low lead fuel and Jet A fuel. This fee will commence on July 1, 2020 and will be collected on a monthly basis directly from our Fixed Based Operator, Port City Air.

Airport	100 LL	Jet A	Fee	Fee
PSM	\$4.50	\$4.00	.02/gal Avgas	.02/gal Jet A
MHT	\$6.75	\$5.26	.05/gal Jet A	.025/gal Cargo
BED	\$6.23	\$7.37	.11/gal Avgas	.16/gal Jet A
ORH	\$5.50	\$6.36	.05/gal Avgas	.09/gal Jet A
PVD	\$7.22	\$6.47	10% FBO Sales	10% FBO Sales
BVY	\$4.75	\$4.25	.10/gal Avgas	.10/gal Jet A
BGR*	\$4.89	\$3.78	No Fee	No Fee
PWM	\$5.64	\$3.49	% FBO Sales	% FBO Sales



MOTION – XI. B. 3.

Director Lamson:

The Pease Development Authority Board of Directors (PDA) approves of and authorizes the Executive Director to extend a twenty (20) day credit to those 2020 Pease Golf Course season pass holders who paid for their membership prior to March 31, 2020 due to the inability to open the course as anticipated prior to May 11, 2020 as a result of COVID-19; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated June 4, 2020, attached hereto.

N:\RESOLVES\2020\Legal Services & fuel flowage fee 6-18 -20.docx

MEMORANDUM

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

From: Scott DeVito, PGA General Manager *SDV*

Date: June 4, 2020

Subject: Annual Season Pass Compensation Recommendation

Due to the outbreak of the COVID-19 virus all NH golf courses were required to close on Saturday, March 31, 2020 per Governor Sununu's Emergency Order. Courses remained closed until Monday, May 11. Golf courses reopened on May 11 for NH residents only and for any non-resident that had previously purchased a season pass. On May 20, more restrictions were lifted allowing driving ranges and practice areas to open for the season. Most recently, courses have been reopened for out of state residents.

Given the closure of the golf course, this is a recommendation to extend a credit to those season passholders who paid for their 2020 season pass prior to March 31, 2020, which credit can be applied to the 2021 season pass purchase. The Pease Golf Course season pass application defines the season as, "trying to make the golf course available April 1 through November 30" or 245 days a year. The most significant factor determining opening day each season is the weather. In past seasons the golf course has opened as late as April 16, and as early as March 13. In years when weather permits, the golf course remains open past November 30.

The proposed credit would be for 20 days of lost play, or half the days the golf course stayed closed between April 1, 2020, and May 11, 2020. The 20-day credit was determined after looking at a number of historical data points from the last 4 seasons:

- Average opening day has been April 6;
- We lose approximately 30% of golf days due to weather between April 1 and May 31 every season; and
- Season Pass Holders play approximately 50% of the rounds they are entitled to; they average 3,162 rounds played in April and May but are entitled to play over 6,000 rounds during this period.

The total cost of this credit to the 2021 golf season is estimated at \$27,700.00. The credit will be prorated based on which type of seasonal pass each holder actually paid for.

We expect that some season passholders might request a cash refund in lieu of a credit, and we are recommending providing those individuals a refund at the same calculated 20 days of the pro-rated passholder fee.

While not required, this credit recommendation is a gesture of good-will and is consistent with the requests received to date from season passholders regarding a credit for this Spring's closure. This action aligns with a number of other NH courses, which are designing plans to compensate players for the lost days of play in April and May.

Please see attached supporting document: 2020 Season Pass Fees used to determine total cost of recommended 20-day credit.

2020 Season Pass Fees

	Annual Fee	AF/245 days Daily Rate	20 Days Credits	Full Week Riding Cart	Annual Fee	AF/245 days Daily Rate	20 Days Credits
Full Week Adult	\$ 1,900.00	\$ 7.76	\$ 155.10		\$ 650.00	\$ 2.65	\$ 50.41
64			\$ 9,926.53	19			\$ 957.76
Mid Week Adult	\$ 1,600.00	\$ 6.53	\$ 130.61		\$ 550.00	\$ 2.24	\$ 44.90
10			\$ 1,306.12	29			\$ 1,302.04
Senior Mid Week	\$ 1,400.00	\$ 5.71	\$ 114.29		\$ 450.00	\$ 1.84	\$ 55.10
76			\$ 8,685.71	Driving Range			\$ 661.22
Student	\$ 700.00	\$ 2.86	\$ 57.14				
2			\$ 114.29	12			
Junior	\$ 400.00	\$ 1.63	\$ 32.65				
10			\$ 326.53				
Couples Full Week	\$ 3,500.00	\$ 14.29	\$ 285.71				
6			\$ 1,714.29				
Couples Mid Week	\$ 2,900.00	\$ 11.84	\$ 236.73				
1			\$ 236.73				
Couples Senior Mid Week	\$ 2,500.00	\$ 10.20	\$ 204.08	Other Passes Credits			\$ 2,921.02
12			\$ 2,448.98	Playing Pass Credits			\$ 24,759.18
				Total			\$ 27,680.20



*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, FEBRUARY 12, 2020**

PRESENT: Roger Groux, Chairman
Erik Anderson
Mike Donahue
Esther Kennedy
Chris Holt
Chris Snow
Geno Marconi, Secretary, Director DPH

PUBLIC ATTENDEES:
Peter Welch

Unfortunately, the tape recorder did not work properly, therefore the meeting was not recorded. The below is a summary of the meeting as reported by Chairman Roger Groux and Secretary Geno Marconi.

1. CALL TO ORDER

The meeting was called to order at approximately 6:30 PM following a public hearing regarding proposed Pilot Fees and a presentation by Professor Erin Bell and students from UNH on a proposed tidal turbine installation on the Sarah Long Bridge.

2. Introductions were made for new members Esther Kennedy, replacing Ned Reynolds as the City of Portsmouth's Mayors designee, and Mike Donahue, replacing Donald Coker.

3. APPROVE MINUTES

There was a motion made and seconded to accept the January 8, 2020 meeting minutes. All were in favor.

4. FINANCE REPORT

Mooring permit revenue continues to stream in.

5. DIRECTOR'S REPORT

Director Marconi reported on the approval by the PDA Board of the proposed schedule of Pilot Fees. He also gave an update on the Offshore Wind Energy Advisory Board and is in the process of selecting members for the Advisory Board as set up by Executive Order. Discussion regarding the Hampton River Bridge replacement.

6. COMMITTEE REPORTS

Rye Harbor dredging was funded in the Army Corps 2020 work plan, however, the Turning Basin dredging was not.

7. NEW BUSINESS Elections were held. Chris S. made a motion to re-elect Roger Groux as Chairman, Chris H. seconded and all were in favor. Roger made a motion to elect Brad Cook as

Vice-Chairman, Chris H. seconded and all were in favor. Roger made a motion to name Jeff Gilbert as Treasurer, Chris S. seconded and all were in favor.

8. OLD BUSINESS

9. PUBLIC COMMENT –No public comment.

10. PRESS QUESTIONS –No press
There were no members of the press present.

11. ADJOURNMENT

A motion was made and seconded to adjourn the meeting at approximately 7:45 PM. All were in favor.



PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

DATE: June 2, 2020
TO: David Mullen, Pease Development Authority ("PDA"), Executive Director *DM*
FROM: Geno J. Marconi, Director *GM*
SUBJECT: Office Rental, Northeast Fishery Sectors, Portsmouth Commercial Fish Pier

The Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") received a request from the XI Northeast Fishery Sector, Inc. (the "Sector") to exercise the first of 2 options to renew the Right of Entry ("ROE") for the rental of office space in the building at the Portsmouth Commercial Fish Pier located on Peirce Island. Also, to note, the Sector advised the Division that Sectors XI & XII, have been combined into one Sector, XI. The Sector, employing one manager, represents the commercial ground fishermen of New Hampshire. The work performed by the Sector manager, and the need for the office space at the Fish Pier, is to assist the commercial fishing industry's compliance with federal regulations. The Division works closely with the members of the Sector and supports this request. The PDA approved the ROE at its meeting on August 16, 2018, with 2 options to extend subject to the approval of the PDA Executive Director. Therefore, in accordance with RSA 12-G:43 (b), "Aid in the development of the salt water fisheries and associated industries," the Division recommends that you approve an extension of the Right of Entry (ROE) to the Sector for the use of office space subject to the following terms and conditions:

- LOCATION:** Portsmouth Commercial Fish Pier
- PREMISE:** One Hundred Twenty Three (123) square feet of office space and access through common area, including rest rooms, as shown on the attached diagram
- PURPOSE:** Provide a central location for the manager of the Sectors representing the New Hampshire Ground Fishermen in accordance with Amendment 16 to the Magnuson-Stevens Fisheries Management and Conservation Act
- FEE:** \$500.00 per month
- TERM:** One year commencing on July 1, 2020 through June 30, 2021. The Sector may exercise its right to extend for one more, one (1) year option subject to the approval of the Executive Director.
- INSURANCE:** Commercial general liability (CGL) in the amount of \$1,000,000 insurance per person/aggregate and workers compensation coverage to statutory limits. CGL to name PDA-DPH and State of NH as additional insureds and be primary and non-contributing with respect to any coverages carried by PDA-DPH, self-insured or otherwise. A waiver of subrogation shall also be included. Automobile coverage in the minimum amount of \$1,000,000 to the extent there is an insurable interest.

ADDITIONAL TERMS

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



June 8, 2020

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

**Re: Exercise of Option - Agreement for Marine Engineering Services
Pease Development Authority Division of Ports and Harbors, Portsmouth, NH**

Dear Noah:

In accordance with the terms of the Agreement for Marine Engineering Services between Appledore Marine Engineering, Inc. and the Pease Development Authority ("PDA"), please be advised that PDA is exercising the first of its two (2) one year options to extend the Agreement for an additional year or through June 30, 2021 on the same terms and conditions contained in the Agreement effective July 1, 2017.

Thank you for your continued service to PDA.

Sincerely,



David R. Mullen
Executive Director

cc: Geno J. Marconi, PDA - DPH Director
Maria Stowell, P.E., Manager - Engineering

p:\port authority\contracts\appledore\ltr re-option 2020

To: David Mullen, Executive Director, Pease Development Authority ("PDA") *DM*
From: Geno Marconi, Division Director *GM*
Date: June 9, 2020
Subject: Charter boat Right of Entry, Rye Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received a request (attached) from Paul McInnis dba Rye Harbor Adventures, to enter into a Right of Entry ("ROE") for use of the facilities at the Rye Harbor Marine Facility (the "Premises") in association with his charter business.

In accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of Charter Boat Right of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2017, the Division is recommending approval of the ROE subject to the following terms and conditions:

- PREMISES:** Rye Harbor Marine Facility, 1870 Ocean Blvd. Hampton, NH 03842
- PURPOSE OF ROE:** Charter Boat Operations & Parking
- PERIOD OF USE:** Upon approval through June 30, 2023
- PARKING FEE:** \$5.00 per car for customers using the Rye Parking Facility

Rye Harbor Adventures have met or will meet the following required conditions prior to operating their charters at the facility:

1. Apply for and secure a Pier Use Permit;
2. Provide proof of minimum insurance requirements set by the PDA to the Division; and
3. Provide documentation that the business is registered and in "Good Standing" with the Secretary of State to conduct business in New Hampshire.

This approval will be reported to the PDA Board of Directors at its next regular meeting.

Captain Paul McInnis
Rye Harbor Adventures
4 Pond Path North Hampton NH 03862
ryeharboradventures@gmail.com
Cell # 603-770-6677

Geno Marconi
Division of Ports and Harbors
555 Market St.
Portsmouth, NH 03802

Re: Rye Harbor Marine Facility

Dear Geno,

I would like to request being able to offer Fishing Charters out of Rye. I currently have a mooring in Rye and have had my Captains License for ten years. I have primarily been commercial tuna fishing for the last several years and would like to offer Charters for Tuna Fishing as well as other recreational fishing opportunities.

My vessel is a 32' Mitchel Cove downeast style which is regularly inspected for all required safety equipment by the USCG. In addition to my mooring in Rye I have the required Pier Use Permit as well.

Though I have a URL: RYEHARBORADVENTURES.COM I do not yet have a website set up or any other advertising at this point.

RYE HARBOR ADVENTURES is registered with the State of NH and I am the sole proprietor.

My vessel is registered with the state of NH and a copy was provided with my mooring application with the Port Authority.

Should you require any further information for this request please let me know.

Sincerely,




Paul McInnis



MOTION – XII. B. 1.

Director Levesque:

The Pease Development Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with Jocelyn Marine Services, Inc. of Salisbury, Massachusetts, to provide boat hauling and launching services at the Hampton Harbor Marine Facility through June 30, 2023; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated May 22, 2020 attached hereto.

To: Pease Development Authority (“PDA”), Board of Directors
From: Geno Marconi, Director 
Date: May 22, 2020
Subject: Jocelyn Marine Services, Inc., Right of Entry request

The Pease Development Authority, Division of Ports and Harbors (the “Division”) received a request from Jocelyn Marine Services, Inc. (“Jocelyn”) for a Right of Entry to continue to provide boat hauling and launching services at the Hampton Harbor Marine Facility (“HHMF”). Jocelyn has had an ROE since October of 2017 and provides a much needed service to the users of the HHMF, and as a side benefit, helps increase the winter boat storage revenue at the HHMF. The Division reviewed that request and recommends that the PDA Board of Directors approves the Right of Entry for Jocelyn, in accordance with the following terms and conditions:

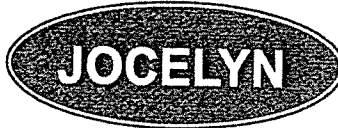
PREMISES: Hampton Harbor Marine Facility

PURPOSE: To haul and launch boats at customer request

TERM: July 1, 2020- June 30, 2023

FEE: \$25 per haul
\$25 per launch
The fee will be collected by Jocelyn to be forwarded to the Division or paid directly to HHMF by the vessel owner on the date of the haul or launch. For vessels that have secured and paid for winter storage at the Hampton Harbor Marine Facility, the launch/haul fee is waived as it is included in the storage fee.

INSURANCE: Minimum insurance coverage to include General Liability Insurance in the amount of \$1,000,000 and \$2,000,000 aggregate; Workers Compensation coverage as required by statute, Automobile Liability coverage in a minimum amount of \$750,000; 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 name the State of NH, PDA-DPH as additional insured. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.



Marine Services, Inc.

Boat Hauling Since 1978
978-462-9717

P.O. Box 744
Newburyport, MA 01950

159 Bridge Road
Salisbury, MA 01952

May 21, 2020

Geno Marconi, Director
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03802

Re: Right of Entry

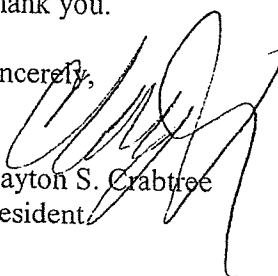
Dear Geno:

Please accept this letter as our request to extend our Right of Entry for another three (3) years.

If you have any questions, please feel free to contact my office and you can speak with Karen Ashworth.

Thank you.

Sincerely,


Clayton S. Crabtree
President




MOTION – XII. B. 2.

Director Anderson:

The Pease Development Board of Directors (PDA) hereby authorizes the Executive Director to complete negotiations and to execute a construction contract with the lowest responsible qualified bidder for the replacement of the seawall and supporting infrastructure at the Portsmouth Commercial Fish Pier located at 1 Pierce Island Road, Portsmouth, NH; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated June 4, 2020 attached hereto.



Date: June 5, 2020
To: Pease Development Authority ("PDA"), Board of Directors ("Board")
From: Geno Marconi, Division Director 
Subject: Portsmouth Commercial Fish Pier, Bulkhead Rehabilitation Project

REQUESTED ACTION

Authorize the PDA Executive Director to complete negotiations and execute a construction contract with the lowest, responsible, qualified bidder for the Bulkhead Rehabilitation Project at the Portsmouth Commercial Fish Pier ("Fish Pier"), 1 Peirce Island Road, Portsmouth, NH.

EXPLANATION

The Division of Ports and Harbors (the "Division") posted a **Request for Bids** on June 1, 2020 for the Rehabilitation of the Bulkhead Project. A public bid opening will take place on June 26, 2020, the week after the regularly scheduled June meeting of the PDA Board. The PDA Board has no scheduled meeting in July. Because of the urgency of the project the Division is requesting the authorization above in order to move the project forward promptly following the bid opening.

BACKGROUND

On June 20, 2019, the steel sheet pile seawall at the Fish Pier failed and gradually began to fall into the water. This area receives the highest use at the facility, where fishing vessels offload catch, load fishing gear and lobster bait, and take on fuel. The general public also purchases fuel (diesel and gasoline) for recreational vessels at this location. Several steps were taken to immediately contain the failure, minimize further damage, and avoid environmental and safety impacts and include the following:

- The fuel dispensing system was turned off, the valves on the fuel lines to the dispensers were shut down, and all remaining fuel in the lines was evacuated;
- The floating dock system on the face of the seawall was removed and "NO DOCKING" signs were put up;
- The electric hoists to load and discharge the fishing vessels were shut down and removed;
- Concrete barricades were placed to isolate the area;
- As the deterioration advanced, batter piles (bracing) were installed on the outside of the wall for stabilization.

This situation has severely impacted the existing operations at the Fish Pier for the past year. All vessel services were consolidated to one area on the wooden pier, on-site self-fueling capabilities have ceased,

and access to the refrigerated fish and lobster bait areas are limited. Mitigation steps included, but were not limited to:

- Installation of an additional electric hoist;
- Relocation of the access door to the lobster bail cooler;
- Collaboration with the Office of the State Fire Marshal to allow direct fueling to commercial vessels from a tank truck;
- Repair of fender pilings along the working face of the wooden pier;
- Installation of new and additional steel ladders along the face of the wooden pier.

In order to determine the cause of the failure and develop a remedial plan, the Division contacted Appledore Marine Engineering (“Appledore”), the Division’s on-call marine engineers, and requested a proposal to investigate the failure and propose rehabilitation alternatives. Appledore determined the cause of the failure to be the corrosion of the one (1) inch bolts that secured the sheet pile to the anchor system. Ultimately, the seawall is forty three (43) years old and at the end of its useful life. The Legislature passed chapter Law: 0346, Session Year 2019, and it was signed by the Governor. This legislation appropriated \$3,250,000.00 for the rehabilitation of the bulkhead and the associated work to bring the supporting infrastructure and utilities on-line and up to code.

At its October 17, 2019 meeting, the PDA Board of Directors approved a proposal by Appledore Marine Engineering for the design, engineering, and permitting associated with the replacement project in the amount of \$324,046.00.

As the design and permitting phase of the project was nearing completion, the Covid-19 emergency was beginning. The Governor put a temporary hold on capital construction projects that had not already begun and the Division was informed on April 7, 2020, that should the bid phase overlap with the end of the Covid-19 emergency that the Division would be required to request permission from the Governor to proceed. On May 27, 2020, the Governor’s Budget Director informed the Division, by email, that the Governor had authorized the project to proceed.

SUMMARY

It has been one (1) year since a major portion of the seawall failed. The remaining portion of the wall is of similar construction and is at risk of failing. The Division believes that this is a time sensitive project and any further delays jeopardize the Fish Pier and the industry that depends on this facility. Because the earliest that the Division can reasonably receive bids is after the June Board meeting and with the next scheduled PDA Board meeting not occurring until August, the Division recommends that the PDA Board approve this request and authorize the PDA Executive Director to complete negotiations and execute a construction contract with the lowest, responsible, qualified bidder for the Bulkhead Rehabilitation Project at the Portsmouth Commercial Fish Pier.

Attachments: (1) Current photo of seawall (06/04/20)

