

PEASE DEVELOPMENT AUTHORITY
Thursday, May 20, 2021

PUBLIC AGENDA

Time: 8:30 a.m.

Non-Public Session: 8:30 a.m. to 9:00 a.m.

Public Meeting to commence at 9:00 a.m.

BOARD OF DIRECTORS' MEETING

Due to the COVID-19 public health emergency, members of the public are encouraged to attend this meeting remotely utilizing the Zoom meeting information, or video live stream option, noted below. All in-person meeting attendees are required to observe appropriate social distancing, and are required to wear face coverings, while in the Pease Development Authority building. Due to room size constraints there will be a limit on the total number of people in the meeting room at one time; the PDA respectfully asks attendees to exit the meeting room if you have no additional business. Face coverings will be available for those who need them.

Please note that this meeting will be video / audio recorded.

Watch Meeting Via Live Stream: https://townhallstreams.com/towns/pease_dev_nh

or

Join Zoom Meeting:

<https://us02web.zoom.us/j/83963978296?pwd=RGNFOTJweTRxVUljRlVtSjhLTmdTZz09>

Meeting ID: 839 6397 8296

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*****Any member of the public having difficulty accessing the Zoom meeting listed above during the public meeting should e-mail: zoom@peasedev.org.**

AGENDA

- I. Call to Order:
 - A. Welcome
 1. Susan B. Parker - new Director appointed by the Towns of Newington and Greenland taking over former Director Peter J. Loughlin's previously held position as appointee of City of Portsmouth and Town of Newington
- II. Non-public Session *: (Anderson)
- III. Vote of Confidentiality *: (Parker)
- IV. Acceptance of Meeting Minutes: Board of Directors' Meeting of April 15, 2021 * (Lamson)
- V. Public Comment:

VI. Old Business:

A. Approvals:

1. 30 New Hampshire Avenue – Authorization to enter new lease with Spyglass, LLC * **(Levesque)**

VII. External Audit:

A. Report:

1. Berry Dunn FY 2021 Audit *

VIII. Finance:

A. Executive Summary *

B. Reports:

1. FY2021 Financial Report for the Nine Month Period Ending March 31, 2021 *
2. Cash Flow Projections for the Nine Month Period Ending January 31, 2022 *

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

A. Reports: *

1. PROCON LLC – Right of Entry at the corner of Hampton Street and Aviation Avenue (11 & 21 Hampton Street)
2. Lonza Biologic – Right of Entry at the corner of Corporate Drive and Goose Bay Drive (30 Corporate Drive)
3. 1895 Films – Right of Entry at Portsmouth International Airport at Pease
4. Unutil – Right of Entry for property near 16 Pease Boulevard
5. AeroClave, LLC – Right of Entry Extension (Hangar 227)
6. City of Portsmouth – Right of Entry at North Apron for Emergency Vehicle Operators Training

X. Leases:

A. Reports:

1. Lonza Biologics – 101 International Drive (Appraisal proposal regarding PDA owned portion of building related to potential sale as part of new Lonza lease) *

B. Approvals:

1. Extension of the Food and Beverage Service Concession Agreement with Galley Hatch Restaurant, Inc. * **(Fournier)**
2. Lonza Conceptual Site Plan Approval and Lot Line Adjustment (30 Corporate Drive) * **(Ferrini)**

XI. Contracts:

A. Approvals:

1. AIP Grant for Snow Removal Equipment - PSM * **(Levesque)**
2. AIP Grant for the Acquisition of an Aircraft Rescue and Fire Fighting (“ARFF”) Vehicle * **(Parker)**
3. Underwood Engineering – Corporate Drive drainage * **(Ferrini)**
4. Honeywell - Replacement of the Controller Boards for the Terminal’s Access Control System * **(Lamson)**

XII. Signs:

A. Approvals:

1. PFAS Testing signage – Temporary placement of signage on PDA property *
(Fournier)

XIII. Executive Director:

A. Reports:

1. Elections (Vice-Chair) *
2. Committee Appointments *
3. Golf Course Operations
4. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) April 2021 *

B. Approvals:

1. Bills for Legal Services * (Ferrini)
2. New Hampshire Air National Guard Air Show September 2021 * (Fournier)
3. Galley Hatch Catering Services, Inc. – Purchases for Grill 28 in Lieu of Concession Revenue for April, May and June 2020 due to COVID-19 * (Anderson)
4. Cost Share of Seasonal Patio Canopy at Grill 28 * (Lamson)

XIV. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council - Minutes of March 10, 2021 *
2. Northeast Fishery Sectors, Portsmouth Commercial Fish Pier - Office Rental, Right of Entry *
3. Rye Hose Reels *
4. Commercial Mooring Transfer – Syphers to Cummings *
5. Commercial Mooring for Hirer – Esther's Marina *
6. Commercial Mooring for Hirer – Pull and B.D., Inc. *

B. Approvals:

1. Rye Harbor – Right-of-Entry, RHLP one year waiver* (Levesque)
2. Rye Harbor & Hampton Harbor – Winter Storage Fee * (waiting for PAC meeting approval on 5-12) (Anderson)
3. Swell Oyster Company – Amendment to Right of Entry for small exterior restroom * (Lamson)
4. Swell Oyster Company –Right of Entry for Cold Storage Building * (Ferrini)
5. Granite State Minerals – Exercise of Fourth and Final One-Year Option * (Parker)

XV. New Business:

XVI. Special Event:

XVII. Upcoming Meetings:

Finance Committee
Board of Directors

June 14, 2021 @ 8:30 a.m.
June 17, 2021 @ 8:30 a.m. (Board Photograph)

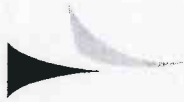
All Meetings begin at 8:30 a.m. unless otherwise posted.

XVIII. Directors' Comments:

XIX. Adjournment:

XX. Press Questions:

- * Related Materials Attached
- ** Related Materials Previously Sent
- *** Related Materials will be provided under separate cover
- + Materials to be distributed at Board Meeting
- Confidential Materials



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."

MOTION

Director Anderson:

The Pease Development Authority Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing:

1. Sale or Lease of Real or Personal Property [RSA 91-A:3, II (d)]; and
2. Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (I)].

NOTE: Roll Call vote required.

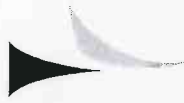


MOTION

Director Parker:

Resolved, pursuant to NH RSA 91-A:3, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its May 20, 2021, meeting related to the sale or lease of property and the consideration of legal advice from legal counsel are matters which, if disclosed publically, would render the proposed actions ineffective and further agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

NOTE: Roll Call vote required.



MOTION

Director Lamson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, April 15, 2021.

NOTE: Roll Call vote required.

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

Thursday, April 15, 2021

Due to the COVID-19 public health emergency, members of the public were encouraged to attend this meeting remotely utilizing the Zoom meeting information, or video live stream options. All in-person meeting attendees were required to observe appropriate social distancing, and are required to wear face coverings, while in the Pease Development Authority building. Due to room size constraints there was a limit on the total number of people in the meeting room at one time; the PDA respectfully asked attendees to exit the meeting room if they had no additional business. Face coverings were available for those who needed them. The meeting was video / audio recorded.

Presiding: Kevin H. Smith, Chairman
Present: Erik Anderson; Thomas Ferrini; Steve Fournier; Margaret F. Lamson; and Neil Levesque (via Zoom)
Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director /General Counsel; Maria Stowell Engineering Manager; Irv Canner, Finance Director; Suzy Anzalone, Assistant Finance Director; Geno Marconi, Division of Ports and Harbors ("DPH") Director; Scott DeVito, Pease Golf Course General Manager; Greg Siegenthaler PDA, IT Director and Raeline A. O'Neil, Legal Executive Assistant.

AGENDA

I. Call to Order:

Chairman Smith ("Smith") called the meeting to order at **8:42 a.m.**

Smith welcomed the Pease Development Authority ("PDA") Board of Directors, PDA Staff and members of the public to the meeting. Smith asked Director Levesque, who attended the meeting via Zoom, to confirm his presence on the call, physical location, and advise if there were any other individuals present with him:

Peter J. Loughlin, Vice Chair was unable to attend the meeting; and

Neil Levesque was located in Manchester, NH with no other individual(s) present in the room.

II. Non-public Session:

Director Anderson **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing:**

1. **Sale or Lease of Real or Personal Property [RSA 91-A:3, II (d)]; and**
2. **Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (l)].**

Discussion: None. Disposition: Resolved by unanimous (5-0) roll call vote for; motion carried.

Director Ferrini was not present for the roll call vote; Director Ferrini entered the meeting at **8:43 a.m.**

The non-public discussions commenced at **8:44 a.m.** via Zoom.

Director Fournier **moved** the **motion** and Director Ferrini **seconded** that **the Board of Directors** return public session at **9:38 a.m.**

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

Smith asked individuals once the item they were present for had been addressed, they remove themselves from the Board Room in an effort to allow the flow of attendees to maintain social distancing during the meeting and to be courteous to allow other individuals to come in and out of the Board meeting.

PDA IT Director Greg Siegenthaler was the moderator for the meeting and he advised the meeting was being audio / video recorded and asked individuals to please follow the guidelines for the duration of the meeting:

1. In an effort to minimize background noise, we ask that all members of the public keep their microphones muted, and PDA Board members and staff are encouraged to stay on mute when not speaking during the meeting. Additionally, we ask members of the public to turn off their video camera unless they intend to speak during the meeting. This will help to optimize the available network bandwidth for the meeting.
2. For members of the public wishing to speak during the public comment portion of the meeting, please press *9 on your phone to 'raise your hand', or press ALT+Y on your computer keyboard, or tap the 'raise hand' button on your tablet. The moderator will see your 'hand' and prompt you to make your comment. It is requested that no public comment be longer than 3 minutes.
3. This is a public meeting. If any member of the public causes a disruption to the meeting that would not allow the meeting to continue, the moderator will request

that the Chair temporarily recess the meeting so that the disruption may be addressed. The moderator will then inform the Chair when the meeting may continue. If the Board is unable to continue the meeting due to the disruption, the Chair may elect to suspend the meeting to a later date/time, to be noticed in accordance with State law.

4. Once again, this meeting is being audio and video recorded. Following the meeting, a copy of the recording will be available for playback at www.townhallstreams.com

III. Vote of Confidentiality:

Director Ferrini **moved** the **motion** and Director Lamson **seconded** that it be **resolved**, pursuant to NH RSA 91-A:3, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its April 15, 2021, meeting related to the sale or lease of property and the consideration of legal advice from legal counsel are matters which, if disclosed publically, would render the proposed actions ineffective and further 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.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

IV. Acceptance of Meeting Minutes: Board of Directors' Workshop of March 11, 2021 and Board of Directors' Meeting of March 18, 2021

Director Fournier **moved** the **motion** and Director Lamson **seconded** to approve the minutes of the Pease Development Authority Board of Directors Workshop meeting dated Thursday, March 11, 2021, and meeting dated Thursday, March 18, 2021.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

V. Public Comment:

Smith asked individuals to be considerate and limit comments during the Public Comment session to five minutes.

Attorney Jacob Marvelley ("Marvelley") signed up to speak on behalf of Port City Air ("PCA"). Marvelley spoke to the Million Air application before the Board and stated while PCA does not have a seat at the table, it is the most impacted constituent. Marvelley indicated today's vote will decide the future of not only PCA but PSM; he also thanked those for keeping an open mind. Marvelley indicated in NH we try to do the right thing which can be hard (staying silent, acting too quickly, not asking questions, ignoring concerns) but the Board has an important role as a citizens' Board with the responsibility to protect the airport and public concerns. PCA has invested over \$25 million at the airport; employs over 100 people and manages a wide range of

operations because it helps to run the airport. PCA has a two decade record of putting the airport first and is proud of its work with the PDA and the commitment it made to the airport and the Seacoast. The current applicant proposes to do none of those things but to build a fuel farm and operate out of rental space for the coming years and with little investment proposes, to enter the field on an expedited basis, employ far fewer people and offer fewer services. The applicant wants to fuel planes before building a permanent facility or access road and whose financial ability is questionable based on available public records. Marvelley indicated the reason for the rush would be the military fuel contract which can only be awarded to one Fixed Base Operator (“FBO”). The fueling contract is a lion share of the business at PSM and an FBO can only survive if it has the contract (indicated Million Air can still walk away if it does not win the contract). Marvelley stated Million Air indicated the military contract should not be part of the discussion, but it has already bid on the contract as the deadline was April 13, 2021. Marvelley spoke of the pressures to grant Million Air’s application immediately due to FAA grant assurances and potential lawsuits; asked the Board to answer the following questions before a decision is made:

1. How can the FAA take issue with a public board pausing to investigate and study legitimate concerns raised by Board members and the Portsmouth community (i.e.; environment, safety and airport master plan issues)?
2. How could the FAA take issue with the Board requiring the applicant to satisfying minimum standards 1.03(e) and (f) which require a commitment to a method of financing and proof of financial responsibility?
3. How could the FAA take issue with the Board holding Million Air to the same timeline and same requirements as imposed on PCA?
4. How often does the FAA revoke an Airport Improvement Program (AIP) fund? Marvelley indicated in the last ten years, there were 54 Part 16 decisions. Of the 16 decisions resulting in adverse findings, none resulted in the loss of AIP funding.
5. Have all questions and concerns been raised during the public meetings; had Board members felt able to raise the questions and concerns; have satisfactory answers been received?

Marvelley indicated the purpose of a citizen Board is to empower and fulfill its fiduciary duty, receive satisfactory answers to questions asked and to make informed decisions. Marvelley stated that by approving the FBO, the likely result will be a single FBO in a year. Marvelley indicated that the Board and its predecessors have worked hard at developing the airport the right way, making PSM stronger for those efforts. Marvelley spoke to keeping with history of the Board to speak up; raise concerns and to receive answers to concerns / questions; conduct an independent study to answer any open issues and to vote when the Board has what it needs. Marvelley indicated that while this is not the easy thing to do, it is the right thing to do.

Director Lamson (“Lamson”) asked Marvelley how many PCA employees there are; Marvelley responded over 100. Lamson asked of those employees how many are fulltime and how many are part-time; Marvelley indicated he would have to inquire as he did not have that direct information. Lamson asked to have PCA e-mail her the breakdown of employees.

Lamson asked Marvelley to reiterate his information regarding the Part 16; Marvelley indicated regarding the Part 16 decisions by the FAA in the last 10 years there were 54 decisions. Of those 54 decisions, 16 which resulted in adverse findings and none of those removed (temporarily or permanently) AIP funding.

Marvelley's comments commenced at **9:48 a.m.** and ended at **9:54 a.m.**

Greg Mahanna ("Mahanna") indicated he has been a tenant / operator at PDA for 25+ years out of the old "Tyco" hangar. Mahanna indicated that Marvelley provided a great story; he indicated that PCA did not have a delay in starting the business as they bought another facility (did not start from scratch). Mahanna indicated that a Part 16 is what happens when an airport authority refuses to promote competition and encourage business development at a publically funded airport. Pease has received approximately \$20 million in grants over the last couple of years for the new terminal and runway work performed. Mahanna suggested the Board review Part 16 information as there are many more issues than what was addressed by Marvelley. Mahanna stated he had personally filed a Part 16 with the FAA at Eagle County Airport in Vail Colorado; there was a single monopoly FBO (this is not what the government intends when it grants money to an airport). Mahanna indicated he was successful with his filing of the Part 16 and won the contract for a second FBO. Mahanna indicated [depending on the vote] the publicity could be horrible for PSM; PDA has a successful commercial development and it is a tremendous example as to how BRAC was supposed to work. However, the airport has struggled for 25 years; Mahanna indicated that Executive Director Brean ("Brean") is the best thing that happened to the airport. Mahanna indicated that he currently operates out of one of two privately owned hangars because prior Boards and Airport Managers would not allow them [private hangars] to be built. He spoke to previously working for NH's largest employers (Levine & Benson) and indicated in 1996/1997 they purchased a 737 that needed a hangar, but were not allowed to build a hangar. Aviation is a small community and the reputation of PSM spreads quickly (Boeing community knew it couldn't come to PSM); if it goes public that competition is being discouraged at the airport...; PDA does a great job representing the surrounding communities but there needs to be a focus on aviation, airports and airplanes. Million Air represents the third largest FBO in the world and any questions of its financial capability can easily be answered (they do what they say).

Smith asked Mahanna to wrap his comments up; Mahanna spoke to capacity and that he has an airplane, as well as operates a private jet for a large construction company that employs 1,000 people. Mahanna indicated that there have been times when he had to wait 45 minutes to have the fuel filled on his airplane because PCA does not have the capability or capacity to serve what is on the airport now.

Mahanna's comments commenced at **9:55 a.m.** and ended at **10:00 a.m.**

Ned Denney of PCA spoke from his seat and indicated that PCA does not fuel Mahanna's aircraft so that statement is not true; Mahanna indicated he has an aircraft which uses Avgas and PCA does fuel his plane as he is not allowed to have Avgas, he only has Jetfuel; PCA does fuel his aircraft when he flies [at PSM].

Smith informed both individuals he does not want to get into back and forth and asked if there was anyone else for public comment; this portion of the meeting closed.

VI. Committees:

A. Report:

1. Golf Committee

Executive Director Brean stated the Golf Committee held a meeting on Monday, April 12, 2021, and the Committee discussed working with the existing concession (Grill 28) regarding the CDC compliant expenses it took on in order to remain operational. Brean also spoke of the new golf car fleet being operational; a three week lead time for the two utility cars which were approved at the March Board meeting, as well as the Rough Mower. Brean also indicated that Pease staff had been working with TeeSnap to resolve the pre-booking issue and that there has been no resolution to make the booking of tee times online more efficient due to the software issues; Pease is now looking at new software.

Director Anderson (“Anderson”) added the course opened March 26th.

VII. Old Business:

A. Approvals:

1. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street – FBO Application

Smith reminded the Board and those in attendance that this is a motion which was approved at the last meeting but deferred to this meeting.

Director Fournier **moved** the **motion** and Director Lamson **seconded** that **in accordance with the recommendation of the Pease Development Authority (“PDA”) Airport Committee, the PDA Board of Directors finds that the Fixed Based Operator (“FBO”) application of Pease Aviation Partners, LLC d/b/a Million Air Portsmouth (“PAP”), dated January 7, 2021 (the “Application”), to become a FBO at Portsmouth International Airport at Pease pursuant to the Minimum Standards for Commercial and Noncommercial General Aviation Operators dated August 16, 2007 (“Minimum Standards”), satisfies said Minimum Standards and:**

1. **Conditionally approves the Application subject to paragraph 2 below; and**
2. **Conditionally authorizes PAP to become a FBO at Portsmouth International Airport at Pease (“PSM”) in accordance with and subject to the Minimum Standards; provided, however, that such authorization, and the commencement of FBO operations by PAP at PSM, shall be subject to and contingent upon:**
 - a. **Site plan, subdivision, and any other requisite approvals and permits for use of a temporary facility and construction of PAP’s proposed facility at 53 Exeter Street, consistent with project phasing;**
 - b. **Execution of a lease agreement for the property at 53 Exeter Street, subject to separate PDA Board approval, on terms and conditions**

substantially similar to those set forth in the Letter of Intent dated January 7, 2021, attached hereto, including such other terms as the Executive Director or PDA Board of Directors shall deem necessary and appropriate; and

- c. Verification by the Executive Director that all provisions of the Application and requirements of the Minimum Standards to act as an FBO remain satisfied in full force and effect at such time as PAP shall commence providing FBO service;**

all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 14, 2021.

Discussion: Smith indicated he had an amendment to present to the Board which was not substantive, but tightened up the existing motion; turned the gavel over to Director Fournier (“Fournier”). Fournier asked if there were discussion and a second on the motion; Lamson seconded the motion. Smith spoke to the two amendments. The first amendment is under 2. a. with the second amendment under b. (added language shown in **blue**). Smith indicated that under the environmental piece there had been a letter which circulated from City officials that expressed concern about the potential environmental impacts, particularly with the filling in of the wetlands, which is also a concern of the Board as well. The **conditional approval** does not provide them with the ability to fill in the wetlands, still need to go through the full permitting process with NH DES. Smith indicated he considered DES to be the experts on this particular matter as it is not easy to obtain a wetlands permit through NH DES; they will study the request as this is a process. Feels if the Board preemptively were to say we don’t want the filling of these wetlands period, it could, but that sets a dangerous path going forward. If that is done for this site plan PDA would have to do that going forward for all site plans on this particular parcel (Million Air or PCA); also for consideration are additional parcels located throughout Pease that the Board would also do this for those parcels too. In the past PDA has provided conditional approval and one of the conditions is the requirement to obtain necessary (environmental) permits. Smith indicated that if PDA is going to start to preemptively saying permits need to be obtained first, developers may walk away because why go through what may be an arduous process in trying to obtain the permits and spend the money to do so if a developer is not guaranteed to have conditional approval.

Lamson agreed with Smith’s comments regarding environment process and the importance of the process.

Smith indicated that there have been concerns among Board members regarding the financial piece and the financial condition /status of Million Air. Million Air has provided the Board with some information, not sure it is sufficient for all Board members, but the way the amendment reads is that they will have to provide us with a reasonable financial security for construction as we, the Board, deem necessary and appropriate. If the Board feels as though the information which has already been supplied is not sufficient enough, the Board can ask for more information, provided it is reasonable. This is a conditional approval and without providing the Board with the information it deems necessary in moving it forward it will not obtain final approval. Lastly, there have been conversations as to whether or not this project, overall, is good for PSM long term. The Board is in favor of competition and generally competition is a good

thing; PCA has been very Portsmouth centric and it has done a good job developing relationships with hotels / restaurants and Smith wondered if by adding Million Air, who is perhaps not “Portsmouth centric”, it may adversely affect what happens here going forward, but that is an unknown. Smith indicated it would be his hope that Million Air does not have an adverse effect in this particular regard. Smith spoke of the concerns and the merit of the same, but does not believe they are legally sufficient reasons for denying the application / conditional approval. Smith indicated it is for these reasons he has presented the amendments to the motion and asked the Board for its support of the amendments (the draft amendment was forwarded to the Board via e-mail on Wednesday).

Chairman Smith **moved** the **motion** and Director Lamson **seconded** that **in accordance with the recommendation of the Pease Development Authority (“PDA”) Airport Committee, the PDA Board of Directors finds that the Fixed Based Operator (“FBO”) application of Pease Aviation Partners, LLC d/b/a Million Air Portsmouth (“PAP”), dated January 7, 2021 (the “Application”), to become a FBO at Portsmouth International Airport at Pease pursuant to the Minimum Standards for Commercial and Noncommercial General Aviation Operators dated August 16, 2007 (“Minimum Standards”), satisfies said Minimum Standards and:**

1. **Conditionally approves the Application subject to paragraph 2 below; and**
2. **Conditionally authorizes PAP to become a FBO at Portsmouth International Airport at Pease (“PSM”) in accordance with and subject to the Minimum Standards; provided, however, that such authorization, and the commencement of FBO operations by PAP at PSM, shall be subject to and contingent upon:**
 - a. **Site plan, subdivision, and any other requisite approvals and permits, including, but not limited to, a wetlands permit and conditional use permit, for use of a temporary facility and construction of PAP’s proposed facility at 53 Exeter Street, consistent with project phasing;**
 - b. **Execution of a lease agreement for the property at 53 Exeter Street, subject to separate PDA Board approval, on terms and conditions substantially similar to those set forth in the Letter of Intent dated January 7, 2021, attached hereto, including such other terms, including, but not limited to, provision of reasonable financial security for construction of the proposed facility, as the Executive Director ~~or~~ and PDA Board of Directors shall deem necessary and appropriate; and**
 - c. **Verification by the Executive Director that all provisions of the Application and requirements of the Minimum Standards to act as an FBO remain satisfied in full force and effect at such time as PAP shall commence providing FBO service;**

all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 14, 2021.

Discussion: Fournier brought to Smith's attention a technical difference in the motion Fournier read, to Smith's amendment, which made a minor change in item b. "...Executive Director **and** PDA Board of Directors". Blenkinsop indicated this was discussed and it should be "and"; Smith agreed and requested the change (stricken / highlighted in **blue**).

Lamson indicated she was pleased to see the financial information as the Board has a fiduciary responsibility to PDA.

Anderson thanked Smith for the additional language as it strengthened the motion regarding concerns which have been addressed; he thought the motion could be strengthened more and wanted to present an amendment as well.

Fournier stated you should not amend an amendment and stated it is necessary to act on a single amendment at a time and would take up Anderson's motion separately as there is a significant change between the two. The Board could take up Anderson's motion after taking action on Smith's motion.

Anderson indicated he wanted clarification in part b. "...**but not limited to, provision of reasonable financial security for construction of the proposed facility...**" and asked when would that be reviewed. Smith stated that if there are additional questions regarding financial information the Board could advise staff who could make a request (to the extent it is reasonable) for additional information.

Anthony Blenkinsop ("Blenkinsop") Deputy Director / General Counsel affirmed that financial information could be obtained through the provision of project bonds, requirements of lease language, or requirements of construction permits.

Anderson did not feel as though the financial information received was sufficient enough to address the concerns; didn't recognize it as being qualitative enough to address concerns.

Disposition on Smith's Amendment: Resolved by unanimous (6-0) roll call vote for; motion carried.

Fournier turned the gavel back over to Smith.

Smith stated the Board would now be looking at the motion as amended and asked Anderson if he would like to make a further amendment; Anderson affirmed.

Anderson provided to the Board his proposed amendment to Smith's amendment; Lamson seconded the motion.

Discussion: Anderson indicated this application has consumed a considerable amount of the Board's time. He believed by adding more detail into the motion it indicated what is expected from this process and the details required. Anderson indicated he has been diligent in his review of this application and Brean took him for a site review of the location which provided him another dimension of the area being discussed. Anderson did not think he had

asked for anything considerably outlandish but provided the details referenced in this whole process.

Fournier indicated he would be asking for a legal opinion from counsel on the amendment but initially his specifically his concerns were as follows:

1. In item a. the reference of “ not appealable...”; by who and when is it determined...
2. In item b. the reference of “...the order of the steel...”; it is belts and suspenders and
3. In item c. the reference of “...and the PDA Board of Directors...” consistently try to add in “and the PDA Board of Directors”. As a Board, we hire an Executive Director to run the day-to-day operations and provide him with the authority to do this. If the Board does not want the Executive Director to have this authority then we change the job description of the Executive Director rather than adding in “and PDA Board of Directors”.

For these reasons he would vote no on this amendment and requested an overall legal opinion on the amendment since it was provided just this morning.

Blenkinsop indicated he too had only just seen the amendment and spoke to Fournier’s request for a legal opinion and indicated the concerns raised in Anderson’s proposed amendment in item 2.

1. Reference in item a. “ not appealable...”; Blenkinsop voiced the same concerns of Fournier and further indicated that the original motion language from January is consistent in how PDA words things and would have some issues with this language and questions about when/how it would actually be triggered. The additional language describing the permits appears unnecessary and it is unclear what a “road permit” is.
2. Reference in item b. “...steel order...”; Blenkinsop has concerns as the language proposed in the amendment regarding a non-refundable order of steel having been made could make PDA vulnerable to a claim of exceeding the requirements of the Minimum Standards. It would be his recommendation from a legal standpoint not to include this language.
3. Reference in item c. “and the PDA Board...”; Blenkinsop indicated that the Board meets 10 times a year, while the Executive Director is the individual on the ground that would have the ability under this condition to verify all requirements / conditions are met and report to the Board. Under “c” as worded it provides flexibility for the Executive Director to react in a timely manner rather than waiting for a meeting of this body for verification.

Fournier indicated that the Board is a political Board, but that politics should not get involved in the job of the Executive Director, rather his position is black/white.

Anderson indicated he meant no malice to the Executive Director in item “c.” by the inclusion “and the PDA Board of Directors”, but this issue is extremely sensitive. Felt as though

the Board should have the ability to weigh in on this process; it isn't going to be a slow process and at any stage the Board should have input on this application. He did indicate he trusted the Executive Director with this process. Regarding item b. reference of "order for the steel" he did this out of respect for Director Loughlin; he believes this component shows financial commitment and enhances its financial commitment to PDA. Does not believe that the Board received substantial financial information from Million Air. Regarding item "a." he didn't want to get into specifics, but this gets down to detailed requirements and indicated he would be amenable to rewording it. Believes the amendment is a necessary exercise of the motion so not to cause apprehension or regrets later; doesn't want things to be implied, rather stated upfront (current language is inherent to implications).

Smith asked Director Levesque ("Levesque") if he had any comments to add; Levesque indicated he did not.

Lamson thanked Anderson for the time he put in regarding review of this application and his amendment to the motion; she understands the responsibility / role the Board plays at PDA.

Smith indicated the Board has put in a lot of thought and time in on this application, a lot of questions have been asked and there will probably be additional questions going forward. Smith stated Anderson's amendment as currently written, he cannot support it. Feels as though the additions to "a" are redundant and legal issues are added. Regarding item "c" Brean keeps the Board well informed on applications, but due to the heightened sensitivity of this item Brean can keep the Board even more up-to-date regarding this project. Smith agreed with Fournier's comments regarding the day-to-day operations in the hands of the Executive Director and Smith is not a fan of adding the language "and PDA Board of Directors". Brean has the ability to keep this project moving forward while keeping the Board informed. Smith advised the Board to continue to reach out to staff.

Lamson indicated that Maria Stowell, Engineering Manager, has done a very good job on keeping the Board informed regarding this project.

Anderson's additions to the amended motion appear in **red**; Smith's remain in **blue**.

Director Anderson **moved** the **motion** and Director Lamson **seconded** that in accordance with the recommendation of the Pease Development Authority ("PDA") Airport Committee, the PDA Board of Directors finds that the Fixed Based Operator ("FBO") application of Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP"), dated January 7, 2021 (the "Application"), to become a FBO at Portsmouth International Airport at Pease pursuant to the Minimum Standards for Commercial and Noncommercial General Aviation Operators dated August 16, 2007 ("Minimum Standards"), satisfies said Minimum Standards and:

1. **Conditionally approves the Application subject to paragraph 2 below; and**
2. **Conditionally authorizes PAP to become a FBO at Portsmouth International Airport at Pease ("PSM") in accordance with and subject to the Minimum Standards; provided, however, that such authorization, and the**

commencement of FBO operations by PAP at PSM, shall be subject to and contingent upon:

- a. **Final, non-appealable** **Site plan, subdivision, and any other requisite federal, state and local** approvals and permits, **including, but not limited to, a wetlands permit and conditional use permit, road permit, and building permits** for use of a temporary facility and construction of PAP's proposed facility **and fuel farm** at 53 Exeter Street, consistent with project phasing;
- b. Execution of a lease agreement for the property at 53 Exeter Street, subject to separate PDA Board approval, on terms and conditions substantially similar to those set forth in the Letter of Intent dated January 7, 2021, attached hereto, including such other terms, **including, but not limited to, provision of reasonable financial security for construction of the proposed facility, and evidence that PAP has placed a nonrefundable order for the steel required to complete construction of the facility,** as the Executive Director and PDA Board of Directors shall deem necessary and appropriate; and
- c. Verification by the Executive Director **and the PDA Board of Directors** that all provisions of the Application and requirements of the Minimum Standards to act as an FBO remain satisfied in full force and effect at such time as PAP shall commence providing FBO service;

all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 14, 2021.

Disposition on Anderson's Amendment: Resolved by unanimous (2 -4) roll call vote for; motion failed.

	Yes	No
Anderson	X	
Ferrini		X
Fournier		X
Lamson	X	
Levesque		X
Smith		X

Smith indicated the next vote would be on the original motion as amended.

Disposition on Original Motion as Amended: Resolved by unanimous (5 - 1) roll call vote for; motion carried.

	Yes	No
Anderson		X
Ferrini	X	
Fournier	X	
Lamson	X	
Levesque	X	
Smith	X	

2. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) at 53 Exeter Street – Conceptual Site Plan Approval

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby approves the concept plan for Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) (“PAP”) at 53 Exeter Street, as submitted by PAP and attached hereto and incorporated herein; all in accordance with the memorandum of Maria J. Stowell, Engineering Manager, dated January 13, 2021,

Discussion: Lamson indicated that Stowell’s memorandum was very informative and provides adequate details regarding the hangar space and the change of use; the staff along with Brean would make the decision. Stowell indicated that this was on the administrative site review.

Disposition: Resolved by unanimous (6 -0) roll call vote for; motion carried.

3. 30 New Hampshire Ave. – Authorization to sell PDA owned building and to enter long-term ground lease with Spyglass, LLC

Director Levesque moved the motion and Director Ferrini seconded that the Pease Development Authority (“PDA”) Board of Directors hereby approves the Letter of Intent between the PDA and Spyglass Development, LLC (“Spyglass”) and authorizes the Executive Director to sell the 36,000 square foot PDA owned building located at 30 New Hampshire Avenue to Spyglass for \$1,750,000.00, contingent upon:

- 1) The FAA granting a release of the building from Federal grant assurances and other airport obligations; and
- 2) Execution by the parties of a long-term PDA ground lease for the premises at 30 New Hampshire Avenue of up to 74 years, with the final leased lot size of not less than 6 acres subject to the determination of the Executive Director and any requisite land use approvals;

And further authorizes the Executive Director and General Counsel to negotiate and execute documents necessary or in furtherance of the sale and lease, including but not limited to, the Lease Agreement; all on substantially the same terms and conditions as set forth in the memorandum of Paul E. Brean, Executive Director, dated April 6, 2021.

Discussion: Anderson asked if there had been a calculation of the difference in rent if the acreage is reduced; Blenkinsop indicated the lot is 8.49 acres and it would be leased at the current

ground lease rate for 2021 of \$18,430/acre. There are potentially some reasons why PDA may want to withhold some of the land on both the northern and eastern edge of the parcel for potential / future use for access roads or expansion of New Hampshire Avenue in that area. From PDA's perspective there are benefits to keeping some of the land which PDA anticipates being no more than 2.5 acres. The Kanes are receptive to this concept and understand that the most acreage the parcel would include would be 8.49 acres. PDA is seeking authority based on further review and engineering analysis to bring this down to no less than 6 acres which would be an approximate 2.5 acre reduction at \$18,430/acre; the Board would be notified after review and inspection by engineering of what the leasehold size would be.

Disposition: Resolved by unanimous (6- 0) roll call vote for; motion carried.

VIII. Finance:

A. Executive Summary

Finance Director Irv Canner ("Canner") hoped that the Board found the summary helpful regarding the two reports. Canner spoke of a cash increase indicated on the balance sheet and the explanation of expenditures; the projection of cash debt analysis out to December (the result of the runway and terminal improvements).

Lamson thanked Canner for the provision of the Executive Summary as it is very informative.

Ferrini asked Canner regarding operating revenues being slightly below budget but an increase in fee revenues associated with the facility revenues (are operating revenues and fee revenues are two different items and if so how is it that fee revenues make operating revenues go down). Canner indicated primary reason was due to deflation - CPI was budgeted (2.5%) and it has been far less (1 to 1.2%).

B. Reports:

1. **FY2021 Financial Report for the Eight Month Period Ending February 28, 2021**

Canner stated that PDA is on budget with the components of variances of revenues and expenses being consistent over the last eight months. Each of the major operating expense line items being under budget; an example would be Personnel, Services & Benefits with a 2.4% underrun (the corresponding reason being six (6) open positions). Also, there continues to be a loss of fuel revenues at the Portsmouth Fish Pier (PFP) due to continued construction at the facility (it is anticipated that fuel sales at PFP will resume in the fall). The variance in revenues and expenses has helped to minimize PDA's need to borrow within the RLOC; at the end of February PDA had drawn down the RLOC by \$2 million.

Canner indicated that as of the end of the month the employee count was at 107 with 59 benefited permanent positions (49 at PDA and 10 at Division of Ports and Harbors (DPH)); there is also an underrun for this line item due to the open positions. Canner indicated that he had been informed that recently two of the open maintenance positions had been filled (as of today there

are 4 open positions). Smith thanked Canner for adding names to the positions on the organizational chart.

Canner spoke to the construction activity of over \$20 million (\$10.5 million - terminal project; \$8.7 million - runway project; and \$1 million for DPH project). He further stated that the RLOC is \$3.5 million as the end of the month and that there are no red flags. Canner indicated that PDA has gone to paying its vendors every two weeks now which has a small impact on holding on to cash and paying down the RLOC sooner than anticipated.

Canner indicated that the Portsmouth International Airport at Pease (“PSM”) facilities are slightly under budget due to the impact of COVID; underruns in pay-for-parking, fuel flowage and enplanements. As of the end of March, current enplanements were just over 15,000 versus 19,000 in 2020.

Canner stated with respect to Skyhaven Airport, PDA is ahead due to the variance in operating income and revenues. The increase is due to an increase in fuel sales and cost control elements implemented revolving around personnel services.

Canner informed the Board that the golf course opened on March 26th and stated that there have been 839 rounds played this March in comparison to 361 in March of 2020. Statistically 74% of the golf rounds came from non-member play; simulator revenues are slightly down from last year and Grill 28 is approximately 9% below.

Canner referenced the unrestricted funds of DPH and that there has been a slight underrun in operating revenues driven by the loss of fuel sales at PFP; otherwise DPH is holding its own and on budget.

Canner commented on the restricted funds (Foreign Trade Zone, Harbor Dredging and Revolving Loan Fund (“RLF”)) being consistent; the semi-annual report regarding the RLF has been submitted to EDA on a timely basis.

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

Canner spoke of a spike in PDA’s debt going to approximately \$7 million dollars in July with projected capital expenditures of \$12.3 million (completing the terminal, runway and snow equipment for PSM). Looking at the sources of funds, will draw down \$3 million from the RLOC indicating going out to the end of December with the debt level of just over \$5 million. Canner stated that interest rates remain steady; has seen that the RLOC rate has increased to 2.97%.

DPH remains consistent from prior periods as it receives a bulk of its funding from operations in the January, February and March timeframe relating to mooring fees; there are no surprises with respect to restricted funds as it remains consistent from prior periods.

3. Capital Improvement Plan FY 2021 – FY 2027

Canner introduced Suzy Anzalone (“Anzalone”), Assistant Finance Director, who spoke to the Capital Improvement Plan (“CIP”) for FY2021 through FY2027.

Anzalone indicated she would provide an overview of the process and indicated that this is a presentation for the Board as PDA is not asking for approvals today; individual projects will come before the Board as warranted. Anzalone indicated that the first step in the process is to take the prior year and move it forward and update it with current information so this ends up being a six and a half year forecast. The projects contained in the CIP are both grant and non-granted funded projects, as well as infrastructure, expansion, public safety / regulatory and equipment. The various business managers review the various projects listed on the CIP and a meeting is held with them to incorporate any changes they may have; then a financial analysis is done in order to measure the impact on the cash and debt levels. The financial analysis is then sent out to the business managers and Executive Director; then a meeting is held with all parties to discuss prioritizing projects (A, B or C). Anzalone stated after this meeting a final analysis is completed and forwarded to the Executive Director for a final approval. Anzalone indicated that this process is consistent from prior years and appreciated all of the teamwork among the business managers during the CIP process.

Anzalone indicated the CIPs amount to roughly \$70 million over the next six and a half years, split with \$50.8 million in grant funded and about \$27.5 million internally funded projects. She also spoke of the need to protect operating income during this time period; allowing PDA to pay down its debts by looking at borrowing rates as well as inflation assumptions; spoke to the expected impact on the cash and debt levels during this period. Anzalone spoke to the summary of grant funded / internally funded projects which are highlighted representing about 90% of the total amount expected, the internally funded projects are about 82% of expenditures and money spent among the business units (i.e.; IT technology, Maintenance etc.). Anzalone pointed out that PDA anticipates spending approximately 71% of the total budget for significant investments at both airports (Skyhaven and PSM).

Lamson asked Anzalone regarding the stormwater treatment projections how long would this go out; Anzalone indicated she would refer to Stowell regarding this but that additional information could be found under grant funded projects. Stowell indicated that PDA applied for a MS4 permit so not knowing what was going to be in the permit added costs of various programs that have already been started.

Anzalone spoke to the projection of cash balances at the end of each fiscal year and how PDA likes to maintain \$1.5 million in its capital operating accounts.

With these projects listed, there will be an impact to the RLOC. PDA expects to hit a high of \$13.2 million in FY26 as there are some large projects slated, which could change, and after that it could be brought down to \$7 million. This shows us that PDA’s current RLOC (\$15 million) is sufficient to cover all of our projects. Anzalone did indicated that the RLOC does expire at the end of 2022, but expects PDA will renew it.

Lastly, the impact on the cash / debt levels are reviewed as the projects are prioritized and which projects to be completed (all projects, just A & B projects or just A projects).

Ferrini asked when there is a “check mark” under all the zeros does that adds zeros; Anzalone stated that the check marks indicate those are the high priority projects. Ferrini indicated that this is a running list and it changes, but asked if the Board approves a year’s worth of projects going forward or is it typical for them to be brought back project by project; Anzalone affirmed it is project by project.

Anderson asked about the project in FY26; Anzalone indicated that would be the Phase II terminal expansion, the possibility of a loop road and a major renovation to one of the aprons. Anzalone indicated that on page 6 the large projects are detailed in the FY26 timeline.

Brean indicated that the FAA, DoT and NH DoT like to see a robust CIP plan in the event that there is available discretionary stimulus available; while it is a significant number, it is just a plan to have in place.

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

A. Reports:

1. **PlaneSense, Inc. – Right of Entry regarding Building 222, 96 Flightline Road**

Brean indicated that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of License Agreements,” PDA entered into the following Right-of-Entry with PlaneSense, Inc. for the premises known as Building 222 located at 96 Flightline Road for the purpose of Survey Work / Site Inspection for through July 31, 2021.

X. Leases:

A. Reports:

1. **Allegiance Fundraising Group - 222 International Drive**
2. **Northeast Credit Union - 100 International Drive, Suite 260**

Brean indicated that in accordance with the “Delegation to Executive Director: Consent, Approval of Sub-Sublease Agreements” PDA approved the following leases with Allegiance Fundraising Group for 3,363 square feet at 222 International Drive for general office use and light industrial related uses which must conform to the light industrial/manufacturing uses authorized by the Pease Development Authority and for no other uses for the period of three (3) years commencing March 15, 2021.

Brean also spoke of a second lease approved with Northeast Credit Union for 6,787 square feet at 100 International Drive for general office and related use for the period of five (5) years with one (1) Five (5) year option commencing June 1, 2021.

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

XI. Contracts:**A. Approval:****1. Airport Digital Communications Upgrade**

Director Fournier moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to utilize the \$25,000 that was appropriated for airport terminal carpeting in the FY21 Capital Improvement Plan and to enter into a contract with Motorola, at a cost not to exceed \$19,368.81, for the purchase of twelve (12) portable radios; all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated April 12, 2021.**

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Motorola is a State approved vendor for the radio equipment.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

XII. Signs:**A. Reports:****1. Stewarts Ambulance – 119 International Drive**

Brean stated that in accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” PDA reports that a sign has been approved for Stewarts Ambulance located at 119 International Drive and will be using the same monument sign base as the previous tenant.

The Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs also requires the consent of one member of the PDA Board of Directors. In this instance, Director Loughlin was consulted regarding the sign change on March 4, 2021.

B. Approvals:**1. Farley White Pease LLC – 90/100 Arboretum Drive**

Director Fournier moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors hereby approves of the proposed sign request by Farley White Pease LLC, for the premises located at 90 and 100 Arboretum Drive; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated April 6, 2021.**

Discussion: Lamson indicated that Farley White has done a wonderful job on the third entrance off the Spaulding Turnpike with its landscaping.

Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

XIII. Executive Director:

A. Reports:

1. Golf Course Operations

Scott DeVito (“DeVito”) General Manager of Pease Golf Course spoke to the opening of 18 holes at the golf course on Friday, March 26th, and hopes to have all 27 holes open by Tuesday, April 20th. DeVito also indicated that the seasonal tent is in and Grill 28 has had increased traffic these days; anticipate Grill 28’s numbers will start to rebound as beginning to book functions as well.

DeVito indicated that both the Rough Mower and the Utility Car are due to be shipped the first week in May.

Anderson indicated the issue of water consumption was discussed at the Golf Committee meeting and DeVito indicated the golf staff work with the City of Portsmouth Deputy Director Brian Goetz regarding any issue with water use. DeVito indicated that staff works with the City, as well as with PDA’s Maria Stowell and Jared Sheehan regarding water use on the golf course. DeVito indicated the golf course utilizes the water during off-peak hours (night) and has been asked to maintain a certain level to keep pressure off the system. DeVito indicated that the Haven Well will be coming back online and supply should be in better shape this year.

2. Airport Operations

a) Air Force Open House Update (September 2021)

Brean informed the Board that the Air Force is conducting an Open House on the weekend of September 9th through 12th. This will be different from past Air Shows as it is specific to an Open House on the Guard base; PDA will be working with the Air Force so they can utilize ramp space for aircraft support. There will be a main show by the US Thunderbirds and PDA looks forward to supporting the Air Force with this event.

b) US Customs Telecom/IT support expenditure

Brean indicated the US Customs facility at the terminal is what is referred to as a “no cost facility” meaning US Customs supplies all of the labor for that 24/7 port of entry and PDA must support all infrastructure. PDA had a \$17,000 expenditure for telephone / IT upgrades for the facility (invoice received from US Customs - no RFP available as it is all confidential communication services that have to be paid).

c) Portsmouth International Airport at Pease (PSM)

Brean stated in March saw a trend in the right direction as far as coming out of the pandemic. There was an increase of 18% in enplanements from March of 2020, there have been over 12,000 passengers at the terminal and PSM is over the required 10,000 annual enplanements (currently 15,300) which secures future AIP funding. The load factors are starting to return and the Orlando flights are picking up; have three flights to Florida scheduled each Saturday for the Maine / New Hampshire April vacation.

Brean informed the Board that there were 790 transactions at revenue parking in March; also regarding the fuel flowage fee there was just under a million gallons pumped due to troop flights, craft program and transient stops. Brean expressed an appreciation for the efforts of both Engineering and Legal in completing the necessary paperwork for the CRRSA federal funding impact. Brean stated he will be putting forward in May a \$1.4 million purchase for snow removal equipment to include federal funding.

Brean indicated that Allegiant has added Nashville, TN to its schedule which will start on May 27th as well as a Tampa Bay / St. Pete service on June 2nd; Allegiant will be continuing to operating both Punta Gorda and Sanford throughout the summer.

Brean commended the Airport Operations staff, Andrew Pomeroy (“Pomeroy”), Manager Aviation Planning & Regulatory Compliance, and Chasen Congreves, Manager of Airport Administration, on an outstanding review this past month by the FAA and the administrator reviewed all PSM training records, work order records, fuel inspection and reviewed grant responsibilities (i.e.; snow equipment is stored under cover and sand is ready for use on the runway). Brean indicated that this was an in depth review and PSM came up with high marks. There was one item that needs to be addressed by June 1st which is metering equipment on the North fuel farm leased to PCA, other than that there are no additional issues of concern.

d) Skyhaven Airport (DAW)

Brean spoke to the completion of the CRRSA grant paperwork concerning the additional COVID stimulus. Also, Pomeroy working with the City of Rochester as there is a private developer that is looking to put in a residential subdivision near the airport and he is working closely with the Planning Board to assure that all federal obligations and grant assurances are addressed concerning the runway protection zone.

**e) Noise Line Report
(i) March 2021**

Brean indicated that there were no noise inquiries at either airport during the month of March, 2021; the phone line and website were tested and found to be operational.

B. Approvals:

1. Bills for Legal Services

Director Ferrini **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to:

1. **Expend funds in the amount of \$15,080.00 for legal services rendered to the Pease Development Authority from:**
Sheehan Phinney Bass & Green
February 1, 2021 – February 28, 2021 **\$ 3,567.00**
(for Tradeport General Representation)

February 1, 2021 – February 28, 2021 (in support of MS4 and CLF settlement implementation)	<u>\$11,513.00</u>
Total	<u>\$15,080.00</u>

2. Expend funds in the amount of \$3,496.50 for legal services rendered to the Pease Development Authority from Anderson Kreiger as outside counsel for Federal Regulatory Advice from February 1, 2021 through February 28, 2021.

For a total amount of \$18,576.50 in legal services

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

XIV. Division of Ports and Harbors:

A. Reports:

1. **Port Advisory Council - Minutes of February 10, 2021 & March 10, 2021**

Geno Marconi (“Marconi”) Director of Ports and Harbors indicated that the Board packet contained the Port Advisory Council draft minutes of the March 10, 2021 in error, supposed to be the February 10, 2021 meeting. This is not an issue as the Port Authority Council met Wednesday (April 14th) and approved the minutes of March 10th.

Chairman Smith left the meeting at 11:21 a.m. and returned at 11:23 a.m.

2. **Commercial Mooring for Hire – Friends Forever, Inc.**

Marconi indicated that DPH just finished up mooring season as of March 1st and then there is a 10 business day filing period under the Administrative Rule, Commercial Mooring for Hire Moorings. Item #2 represents a new Commercial for Hire mooring in New Castle; item #3 are all of the Commercial Mooring for Hires that have reapplied. Under the rules, DPH makes a **recommendation** to the Executive Director that all of the requirements have been met and through the Delegation of Authority the Executive Director approves them.

3. **Commercial Mooring for Hire – Bayview Marina – 6 Moorings; Esther’s Marina – 3 Moorings; Gingrich – 1 Mooring; Great Bay Marine – 73 Moorings; Great Bay Yacht Club – 11 Moorings; Hampton River Board Club – 2 Moorings; Island Club New Castle, Inc. – 1 Mooring; Kittery Point Yacht Club – 8 Moorings; Lamprey River Marina – 6 Moorings; Metivier – 1 Mooring; Mud Cove Board Yard – 1 Mooring; Portsmouth Yacht Club – 14 Moorings; Pull and D.B. Inc. 1 Mooring; Sagamore Landing condominium Association – 1 Mooring; Southend Yacht Club – 1 Mooring; Split Rock Cove Family Trust - 1 Mooring; Szmyd – 1 Mooring; Warpath Family Farm – 1 Mooring; Wentworth by the Sea Dockside Condominium**

Association - 1 Mooring; Wentworth by the Sea Marina – 2 Moorings

4. Commercial Mooring for Hire – Great Bay Marina – 5 Moorings

Marconi indicated this is new and had been asked for additional moorings to satisfy the boating moorings for that area which seems to be growing.

5. Commercial Mooring Transfer – Lyons to Love

Marconi indicated this is a mooring transfer; this is a commercial fishing business that has met all of the requirements.

6. Commercial Mooring for Hire – Point of View Condominium Association

Marconi indicated that under the regulations a Condominium Association is allowed to have one mooring and they decide who in the association can use the mooring.

7. Foreign-Trade Zone #81 Annual Report

Marconi indicated the report was filed on March 31st; this item was added to provide the Board with an idea of the activity here in NH. While it is relatively small in comparison to other states, it is important to NH; last year there were two companies (Textile Coated International located in Manchester & Millipore Corp. located in Jaffrey) which utilized the FTZ. This year, there are three with the addition of Rochester Electronics. The information provided by these business, and DPH, to the FTZ board is business proprietary. The FTZ Act was established in 1932 to give tax incentives to companies that would normally work offshore to locate within the continental United States to create jobs and stimulate the economy (this holds true today). Marconi indicated two of the largest industries that utilize the FTZ are pharmaceutical and petroleum companies. One of the biggest advantages is a high value component to what they are manufacturing to what is imported from overseas with a high duty rate. Once the imported component is put into the finished product and the finished product enters the commerce United States, the finished product does not have a duty on it at all which saves them a considerable amount of money. This is a tool that is utilized by state and county government, towns and municipalities for companies interested in becoming located here in New Hampshire (i.e. Rochester Electronics moved to Pease from Newburyport, MA).

Anderson asked of the Friends Forever Commercial Mooring for Hire; Marconi indicated that Leonard Seagren owned a shorefront home that he recently deeded over to Friends Forever. Marconi indicated they intend on putting a boat on the mooring in order to take the kids they work with out in the boat; this is a non-profit organization. Ferrini indicated he suspects that since the program is called a “Life Boat Experience” for kids (i.e.; kids from Northern Ireland) he expected it would be used for a purpose; Marconi stated it is interesting the life lessons that are learned on a boat.

B. Approvals:**1. Reappointment of Captain Richard C. Holt, Jr. - Class I Pilot**

Director Levesque moved the motion and Director Anderson seconded that the Pease Development Authority Board of Directors, in accordance with NH Code of Administrative Rules Pda 300 Port Captains, Pilots and Pilotage, and the memorandum of Geno Marconi, Division Director, dated March 16, 2021, attached hereto, hereby approves the reappointment of Captain Richard C. Holt, Jr. as a Class I Pilot for the Portsmouth Harbor and Piscataqua River through March 4, 2026.

Discussion: Levesque congratulated Captain Holt. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

2. Appledore Marine Engineering – Regulatory Approvals for Main Wharf Dredging Improvements

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to enter into a contract with Appledore Marine Engineering, LLC, the Division of Ports and Harbors' ("DPH") on-call marine engineer, in a total amount not to exceed \$46,721.00 from the Harbor Dredging and Pier Maintenance Fund, to assist the DPH in obtaining the necessary regulatory approvals for Main Wharf dredging improvements; all in accordance with the memorandum of Geno J. Marconi, dated April 6, 2021.

Discussion: None. Disposition: Resolved by unanimous (6-0) roll call vote for; motion carried.

XV. New Business:**XVI. Upcoming Meetings:**

Audit Committee	May 17, 2021 @ 8:30 a.m.
Board of Directors	May 20, 2021 @ 8:30 a.m.

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

XVII. Directors' Comments:

Smith commended the Board for doing its due diligence and being deliberate and thoughtful in its deliberations.

XVIII. Adjournment:

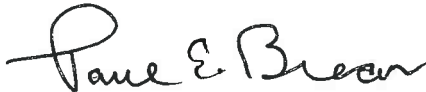
Director Fournier moved the motion and Director Lamson seconded to adjourn the Board meeting. Meeting adjourned at 11:33 a.m.

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

XIX. Press Questions:

No press on were at the meeting or on via Zoom.

Respectfully submitted,



Paul E. Brean
Executive Director

- * 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

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby:

- (1) authorizes the Executive Director to complete negotiations and to enter into a new direct Lease Agreement with Spyglass Development, LLC concerning 30 New Hampshire Avenue; and
- (2) authorizes and approves such other action(s) and the execution of such other document(s) as the Executive Director, PDA General Counsel, and the Engineering Manager deem necessary or advisable to facilitate the full implementation of the transaction contemplated;


all on substantially the same terms and conditions as previously approved by this Board and with such modifications as have been set forth in the memorandum of Paul E. Brean, Executive Director, dated May 13, 2021, attached hereto.

NOTE: Roll Call Vote Required.

N:\RESOLVES\2021\Spyglass – 30 NH Ave Sale and Lease 5-20-2021.docx

MEMORANDUM

TO: PDA BOARD OF DIRECTORS

FROM: PAUL E. BREAN, EXECUTIVE DIRECTOR 

SUBJECT: SPYGLASS DEVELOPMENT, LLC/PDA – 30 NEW HAMPSHIRE AVE.

DATE: MAY 13, 2021

At its April 15, 2021, meeting, the Pease Development Authority (“PDA”) Board of Directors had the opportunity to consider a substantial revision to the business terms of the lease of the property at 30 New Hampshire Avenue, which lease has been in effect since 1996. The Board authorized the sale of the 36,000 square foot PDA owned building (the “Original Building”) at 30 New Hampshire Avenue to Spyglass Development, LLC (“Spyglass”), and the entry into a new ground lease of up to 74 years. Spyglass was to retain the 16,500 square foot addition to the premises constructed at its sole cost.

The Board’s authorization was contingent on the Federal Aviation Administration’s (“FAA”) granting a release of the building from Federal grant assurances and other airport obligations. PDA submitted its release request this past November, and has received confirmation that FAA has commenced its regulatory process for release, including notice published in the Federal Register this month, although the process has been delayed by personnel changes and staffing priorities. As of this date, FAA has yet to grant a release, but there is reason to believe that requisite approvals will be in hand within the next 60 days.

Spyglass has informed PDA that its tenant, Aclara Meters LLC (“Aclara”), must have an executed document assuring it that this space is committed for a twenty year period and cannot wait the 60 days FAA has estimated for such assurances. As Spyglass is prepared to commence building and site improvements of more than Six Million Dollars, to undertake a lot line adjustment to a 7.2 acre +/- lot size, and to purchase the Original Building for \$1,750,000 as soon as the FAA release is received, PDA staff has continued to negotiate terms to enter into a new lease immediately, subject to PDA Board approval. The new lease will have an initial Base Term of 20 years to accommodate Spyglass’ tenant and will track the current lease rate, which is a higher rate reflecting PDA’s ownership of the Original Building. Note that Spyglass will not pay rent during a period up to nine months following execution of the lease. This nine month period is consistent with PDA’s standard when a property is under construction and cannot be occupied.

A subsequent credit of up to a \$50,000 will also be available for PDA approved stormwater retrofit and upgrades to the leased premises during the first 3 years of the lease.

Upon receipt of the FAA release, the parties will complete the fee transfer of the Original Building via quitclaim deed and PDA will grant to Spyglass an additional 54 year term (via 10 five year options and 1 four year option). Additionally, the rental rate will be adjusted to a per acre ground rent rate without the building component (subject to standard rent escalation provisions and fair market value adjustments) and consistent with similarly situated tenants at Pease International Tradeport.

If Spyglass does not accept transfer of the building for the agreed price upon receipt of the FAA release, the lease rate would continue to be based on a combined building and ground area rent rate and Spyglass' right to the additional 54 years would be extinguished, leaving a maximum term of 20 years, with the intention of fully protecting Aclara. Finally, if the FAA does not approve the release request, Spyglass will still be entitled to the additional 54 years under the new lease (up to 74 years total), but the lease rate would continue to be based on a combined building and ground area rent rate in recognition of PDA's ownership of the Original Building and its obligations under the federal grant assurances.

The parties believe their agreement for a new lease addresses the immediate concerns of Spyglass and its tenant and is protective of the FAA release and building sale process that the Board has previously authorized. With the foregoing in mind, and in conjunction with the prior authorizations of the Board on this matter, I ask that the Board authorize me to:

- (1) complete negotiations and to enter into a direct Lease Agreement with Spyglass Development, LLC on substantially the terms and conditions previously approved and with such modifications as have been set forth in this Memorandum; and
- (2) authorize and approve such other action(s) and the execution of such other document(s) as I, PDA General Counsel, and the Engineering Manager deem necessary or advisable to facilitate the full implementation of the transaction contemplated in this Memorandum.



30 New Hampshire Ave Lot Line Revision Concept

DESIGNED BY: MRM DATE: 5/12/21 SCALE: 1"=120'

PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801





May 17, 2021

Kevin Smith, Board Chair
Paul Brean, Executive Director
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Dear Kevin and Paul:

We are pleased to confirm our understanding of the services we are to provide for Pease Development Authority, a component unit of the State of New Hampshire (the Authority) for the year ending June 30, 2021.

Berry Dunn McNeil & Parker, LLC (BerryDunn) will audit the basic financial statements of the Authority, which comprise of the statement of net position as of June 30, 2021 and the related statements of revenues, expenses and changes in net position and cash flows for the year then ending, and the related notes to the basic financial statements. U. S. generally accepted accounting standards provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with U. S. generally accepted auditing standards (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Collective Net Pension Liability
- 3) Schedule of Employer Contributions (Net Pension Liability)
- 4) Schedule of Collective Net OPEB Liability (NHRS OPEB Plan)
- 5) Schedule of Employer Contributions (NHRS OPEB Plan)
- 6) Schedule of Collective Net OPEB Liability (State OPEB Plan)
- 7) Notes to the Required Supplemental Information

We have also been engaged to report on the schedule of expenditures of federal awards, which is supplementary information other than RSI that accompanies the Authority's basic financial statements. We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in

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accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Listing of the Board of Directors
- 2) Financial Highlights

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs, and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of the Authority. We cannot provide assurance that an unmodified opinion will be

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expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an **emphasis-of-matter** or other-matter paragraph. If our opinion on the financial statements or supplementary information or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

Professional standards require that we communicate certain matters to those charged with governance. We plan to communicate those matters in a letter.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in the financial audits nor do they expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the Authority's attorneys as part of the engagement, and they may bill the Authority for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about its responsibilities for the financial statements; schedule of expenditures of federal awards; federal award

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programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by U.S. generally accepted auditing standards.

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants professional standards, *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major federal programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from

material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance, and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, or (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Authority complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our interim fieldwork.

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Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) management believes the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. Management is also responsible for providing its views on our current findings, conclusions, and recommendations, as well as its planned corrective actions for the report and for the timing and format for providing that information.

Management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. Management will be required to acknowledge in the management representation letter our assistance with preparation of financial statements, schedule of expenditures of federal awards, and related notes and that management has evaluated the adequacy of our services and has reviewed and approved the results of the services, the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, management agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies for our report for you to include with the reporting

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package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of BerryDunn and constitutes confidential information. Notwithstanding the foregoing, we understand and acknowledge that documentation generated as a result of the audit is subject to the provisions of the New Hampshire RSA 91-A (the State's Right to Know Law). Here too, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of BerryDunn personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by federal agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I am the engagement principal and am responsible for supervising the engagement and signing the reports or authorizing another individual to sign it. We expect to begin our audit on approximately June 14, 2021 and to issue our reports no later than October 31, 2021.

In the event that we receive a subpoena or summons requesting that we produce documents from this engagement or testify about the engagement, we will notify you prior to responding to it if we are legally permitted to do so. You may, within the time permitted for us to respond to the request, initiate such legal action as you deem appropriate to protect the information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. You agree to reimburse us for our time and out-of-pocket expenses, including attorney's fees, incurred in response to any such subpoena or summons.

We reserve the right to suspend or terminate our work in the event we do not receive timely payment of our billing statements. In the event that our work is suspended or terminated as a result of nonpayment, you agree that we will not be responsible for your failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

Our billings for the services set forth in this letter, which will be based upon our rates for this type of work, will be rendered during the engagement and are payable upon receipt. A late charge is added on all unpaid bills in excess of 30 days at an annual rate of 18% (1½% per month). This engagement includes

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only those services specifically described in this letter. Appearances before judicial proceedings or government agencies such as the Internal Revenue Service or other regulatory bodies, arising out of this engagement, will be billed to you separately. Fees for the above will not exceed \$55,500, subject to out of scope services that may arise as described in the next paragraph. Out-of-pocket expenses for the above services will be billed separately and will not exceed \$800.

We have endeavored to provide for a fixed fee for this engagement. Our fee is based on the assumption that your staff will be well prepared for the engagement and have available any requested documents prior to the start of our work. Our fee also does not provide for any additional time should we encounter any unusual or out of scope situations for which we have not planned, including if we have to test an additional federal program (such as Cares Act Funding) as a major program, or if consulting services are necessary for any financial reporting or tax matters. In the event we encounter any of these circumstances while performing our engagement, we will endeavor to inform you to discuss any additional procedures necessary, as well as the impact that this might have on our fee as soon as we know the full extent of the additional work.

In addition to the services described in this letter, we would be pleased to discuss additional services we may provide to Authority. Any such nonaudit services, the scope of which would not constitute an audit conducted under, and will not be conducted in accordance with, *Government Auditing Standards*, will not involve performing management functions or making management decisions. In performing any such services, you and we hereby mutually understand and agree that management is responsible for the substantive outcomes of the subject matter of the services and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the services.

Management also will be responsible for the following:

- Designating an individual who possesses suitable skill, knowledge and/or experience, preferably within senior management, to oversee the service. That individual will be the signer of this letter unless another individual is designated in writing.
- Establishing and monitoring the performance of the service to ensure that it meets management's objectives.
- Assuming all responsibilities that involve management functions related to the service and accepting full responsibility for the results of such service.
- Evaluating the adequacy of the services performed and any findings that result.
- Establishing and maintaining internal controls, including monitoring ongoing activities and custody of all the Authority's assets.

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We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

BERRY DUNN McNEIL & PARKER, LLC

By: Renee Bishop
Renee Bishop, CPA | Principal

This letter correctly sets forth our understanding and is accepted by us.

PEASE DEVELOPMENT AUTHORITY

By: Kevin Smith
Mr. Kevin Smith, Board Chair

By: Paul G. Brean
Mr. Paul Brean, Executive Director

5/6/21
Date
5/5/2021
Date



Audit Plan Summary



May 17, 2021

Agenda

- 1 Required Auditor Communications
- 2 Planned Significant Audit Areas
- 3 Audit Timing
- 4 Emerging Issues
- 5 Planning Inquiries



Required Auditor Communications

Management Responsibilities

- ▶ Preparation and fair presentation of the financial statements
- ▶ Design, implementation, and maintenance of effective internal controls
- ▶ We are not a component of internal controls

Our Responsibilities

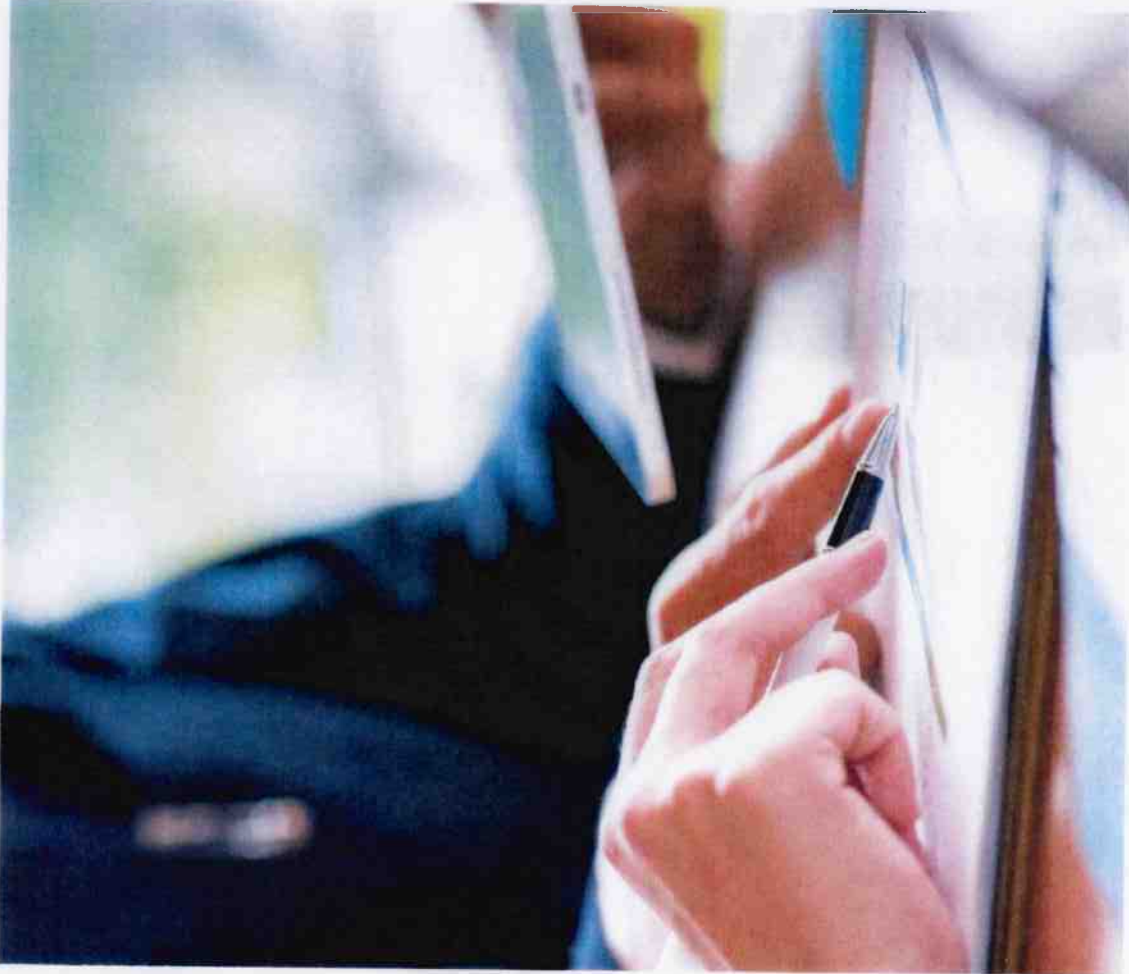
- ▶ Express an opinion on the financial statements
- ▶ Audit is designed to obtain reasonable assurance that the financials are free from material misstatement
- ▶ We will not opine on the RSI or Other Information
- ▶ Audit does not relieve management or those charged with governance of their responsibilities

Required Auditor Communications (Continued)

Required Supplementary Information

- Management's Discussion and Analysis
- Schedule of Collective Net Pension Liability
- Schedule of Employer Contributions to Pension Plan
- Schedule of Collective Other Post-Employment Benefits (OPEB) Liability for NHRS and State Plans
- Schedule of Employer Contributions to OPEB Plan for NHRS Plan
- Notes to the Required Supplementary Information





Required Auditor Communications (Continued)

Planning and Performing the Audit

- ▶ We consider internal control, but do not express an opinion on it
- ▶ We perform tests in key audit areas; those tests may change from year to year
- ▶ We are not aware of any relationships that impair our independence



Required Auditor Communications (Concluded)

Communications at the Conclusion of the Audit

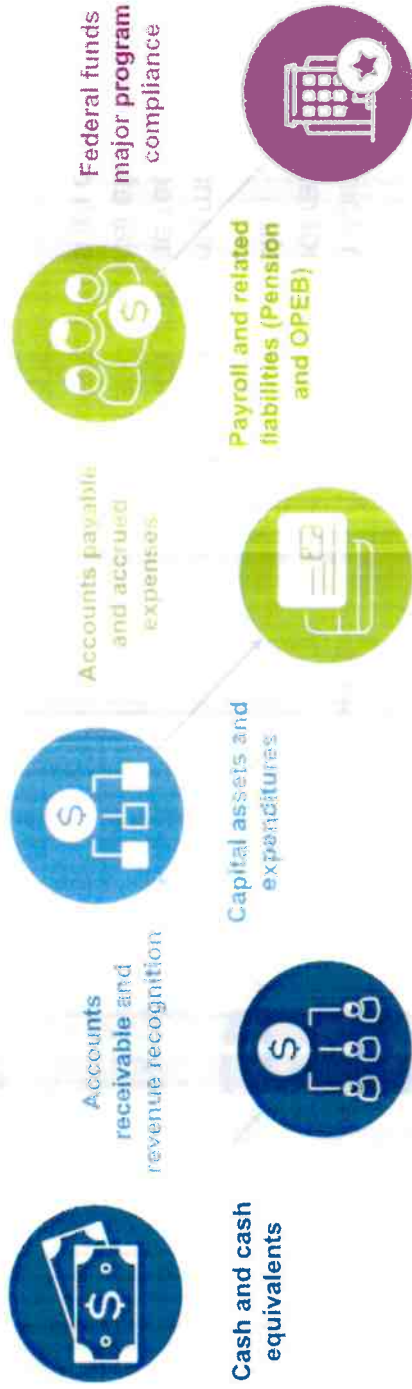
- Qualitative aspects of accounting practices
- Significant audit adjustments, if any
- Unrecorded (passed) audit adjustments, if any
- Difficulties, disagreements, and consultations with other accountants
- Management representations
- Internal control matters, if identified



Federal Funds Compliance Audit

- ▶ We will issue an **opinion** on PDA's compliance with the direct and material requirements of each major program
- ▶ We will provide an opinion on the schedule of expenditures of **federal awards** in relation to the financial statements
- ▶ We will consider internal controls over **compliance** with the requirements that could have a **direct and material effect** on a major program, but do not express an opinion on internal controls over compliance
- ▶ We will perform **certain** tests of PDA's compliance with laws, regulations, contracts, and grants, but will not **issue** an opinion

Planned Significant Audit Areas



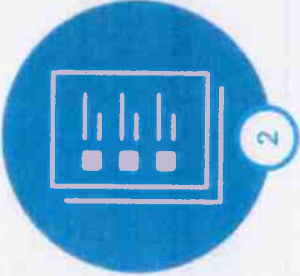
In addition to the significant audit areas noted above, we will select other areas and transactions to test to preserve the element of unpredictability and will modify our audit approach, as necessary, based on new information that may come to our attention throughout the course of the audit.

Audit Timing



Interim Fieldwork

- Financial statement planning procedures
- Initial testing for compliance audit
- Week of June 13, 2021
- Observation of inventory count procedures on June 30, 2021



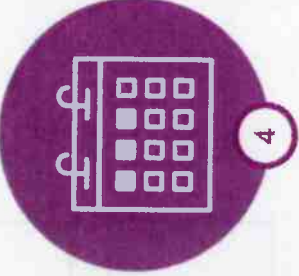
Year-End Fieldwork

- Year-end substantive procedures for the financial statement audit
- Concluding procedures for compliance audit
- Week of August 30, 2021



Draft Reports

- Financial Statements
- Required Communications Letter
- Uniform Guidance Reports
- No later than September 30, 2021



Final Report

- Audit Executive Summary
- Financial Statements
- Required Communications Letter
- Uniform Guidance Reports
- October 12, 2021

Emerging Issues



Planning Inquiries

1500 Aguirre Court



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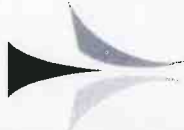
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This report/communication is intended solely for the information and use of the Board of Trustees and its committee, and management and is not intended to be, and should not be, used by anyone other than these specified parties.

berrydunn.com



Date: May 10, 2021
To: Paul Brean, Executive Director
From: Irv Canner, Director of Finance 
Subject: Executive Summary- Financial Reports

In anticipation of the upcoming May 20, 2021 Pease Development Authority Board of Directors meeting, the following is an Executive Summary of the two financial reports for your review and comment:

Report #1- Financial Report for the Nine-Month Period Ending March 31, 2021

We are reporting on the first nine months of operations specific to FY 2021. At this time, there are no meaningful trends that have been identified that would challenge the FY 2021 operating budget.

Actual operating revenues of \$12.3 million are slightly below budget by 1.1% primarily due to the decreased fuel revenues associated with the reconstruction of the Portsmouth Fish Pier Wall as well as, pay for parking and fuel flowage revenues at PSM due to the Covid-19 pandemic. Slightly offsetting these decreased revenues streams were related to fee revenues associated with facility rentals and increased golf course public play revenues.

Actual operating expenses of \$9.0 million are below budget by \$1.4 million primarily due to expense under runs in facilities maintenance, legal, marketing, utilities, and the cost of fuel at the Portsmouth Fish Pier. In addition, the favorable winter season through April also contributed to lower operating costs.

The resulting Operating Income of \$3.3 million is \$1.2 million greater than budgeted which directly contributed to our ability to address internal working capital requirements and somewhat minimize the need to draw-down from the \$15.0 million Revolving Line of Credit (RLOC) with the Provident Bank.

Business Unit Performance

Portsmouth Airport

Operating revenues total \$1,301,000 which is under budget by \$135,000. The primary reason for the budget variance underrun, was associated with the Covid 19 pandemic highlighted in lower pay for parking revenues and fuel flowage fees. Current enplanements of 15,316 are less than the prior year to date (19,694) due once again to the Covid 19 pandemic. Slightly offsetting these revenue shortfalls were monies received under the Affordable Cares Act.

Skyhaven Airport

Operating revenues total \$ 184,000 which is above budget by \$38,000. The primary reason for the favorable variance was primarily due to higher fuel sales of 15,244 gallons versus 10,313 gallons on a fiscal year to date basis. Cumulative net cash flow losses, since accepting the operational responsibilities for Skyhaven Airport during FY 2009, now total approximately \$1.7 million.

Report #1- Financial Report for the Nine-Month Period Ending March 31, 2021 (continued)

Business Unit Performance (continued)

Tradeport

Operating revenues total \$7,041,000 which is above budget by 1.3%. The primary reason for the favorable variance is associated with rental of facilities.

Golf Course

Operating revenues total \$2,031,000 which is above budget by 6.3%. The primary reasons are associated with public play at the golf course. A total of 62,315 rounds were played through December versus 55,321 rounds the prior season. Gross revenues at the Grill 28 of \$1,174,000 are somewhat less (4.7%) than the prior nine-month period ending March in part, due to the Covid 19 pandemic. The course opened the new season on March 26th.

Division of Ports and Harbors

Unrestricted operating revenues total \$1,603,000 which is slightly less than budgeted revenues of \$1,862,000. The lost fuel sales at the Portsmouth Fish Pier (PFP) have been slightly offset by incremental mooring and facilities fee revenues. It is anticipated that the PFP may reopen this coming summer.

Balance Sheet (Page #8)

Total current assets are \$7.0 million consisting primarily of \$4.0 million in unrestricted cash and \$2.5 million in accounts receivables. Net cash balances (PDA \$2.1 million and DPH \$1.9 million) have decreased by \$1,260,000 since June 30, 2020 due to the following activities:

Operating Income	\$ 3,297,000
RLOC Line of Credit Draw Down	2,000,000
Contributed Capital	13,652,000
Accounts Receivable	6,445,000
Accounts Payable	(4,531,000)
Capital Expenditures	(21,927,000)
All Other- Net	(196,000)
Total	<u>\$ (1,260,000)</u>

Report #1- Financial Report for the Nine-Month Period Ending March 31, 2021 (continued)

Balance Sheet (Page #8)

The majority of the accounts receivable balances can be attributable to federal or state construction activities.

Restricted assets total approximately \$1.5 million and consist primarily of the Revolving Loan Fund which has total assets of \$1.2 million. At present, there are 21 participant loans outstanding with a principal balance outstanding of \$951,378.

Capital assets have increased approximately \$17.8 million, net of depreciation, to \$93.3 million primarily due to the extensive capital improvements at PSM including the terminal expansion and runway reconstruction project. During the nine-month period ending March 31, 2021 the more significant capital expenditures included:

• PSM Runway Reconstruction Project	\$ 10,546,000
• PSM Terminal Expansion	9,028,000
• DPH Main Pier BUILD Grant	838,000
• DPH Bulkhead and Construction	673,000
• PSM Alpha South Hold Bay	337,000
• Volvo L90H Wheel Loader	176,000
• PSM Eldorado Bus	72,000
• All Other	<u>257,000</u>
Total	\$ <u>21,927,000</u>

Total current liabilities are approximately \$8.3 million, representing a \$2.3 million decrease from June 30, 2020. Accounts payables represent \$5.4 million, reflecting a \$4.5 million decrease from June 30, 2020. In addition, during the nine-month period we requested a net \$2.0 million draw down from our RLOC at the Provident Bank to help offset the cash requirements in supporting of the two primary capital projects at PSM.

Updated net pension and OPEB liability for the PDA at June 30, 2020 total \$9.8 million which was a \$1.9 million decrease from the prior year. The 16.2% reduction was associated with the investment returns of plan assets being in excess of targeted benchmarks and changes in investment assumptions. The New Hampshire Retirement System reported a 1.1% return on investments in the fiscal year ended June 30, 2020.

As noted on page #5, the current PDA Organization Chart reflects 62 filled benefited positions and 4 open benefited positions.

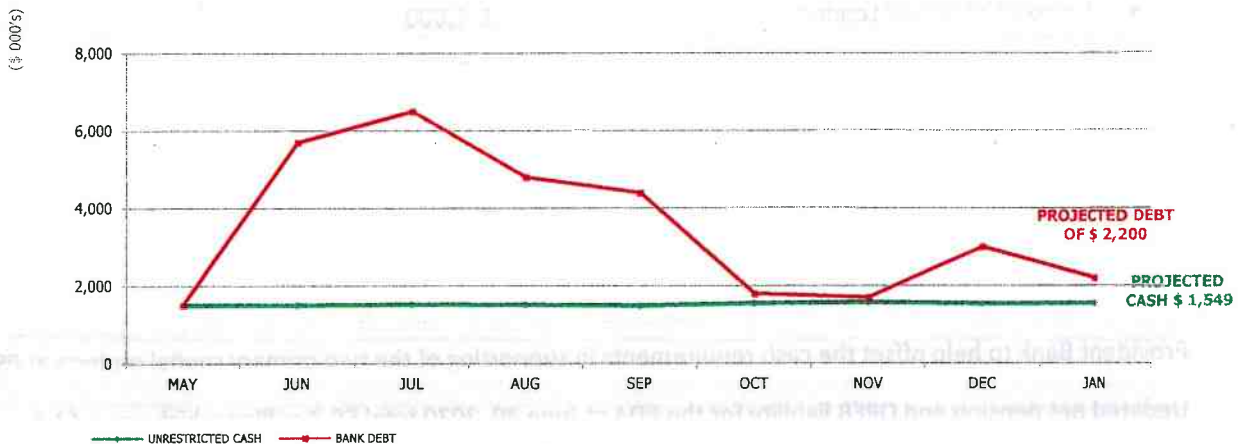
Report #2- Cash Flow Projections for the Nine Month Period Ending January 31, 2022

During the next nine-month period internal cash flow projections are dominated by approximately \$11.3 million in capital expenditures primarily in support of the PSM Runway Reconstruction Project and the PSM Terminal Expansion. Of these monies, \$6.2 million will be grant funded requiring the PDA to draw upwards of \$6.5 million through our \$15.0 million RLOC with the Provident Bank. Based on current expectations of actual grant reimbursements during this period, the net debt outstanding is projected at \$2.2 million at January 31, 2022.

Revenue projections have been modified 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 and fuel flowage fees are also anticipated to be less than budgeted.

Page # 3 of the report provides the detailed monthly cash flow projections noting the minimum cash balances remain at approximately \$1.5 million 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.

PROJECTED CASH AND DEBT BALANCES



Through April 30, 2021 the PDA has \$1.0 million outstanding under the \$15.0 million RLOC with the Provident Bank at a rate of approximately 2.9%.

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



FY 2021 FINANCIAL REPORT FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021



**BOARD OF DIRECTORS MEETING
MAY 20, 2021**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE NINE MONTH PERIOD ENDING

MARCH 31, 2021

(\$ 000's)

BUDGET VARIANCE ANALYSIS

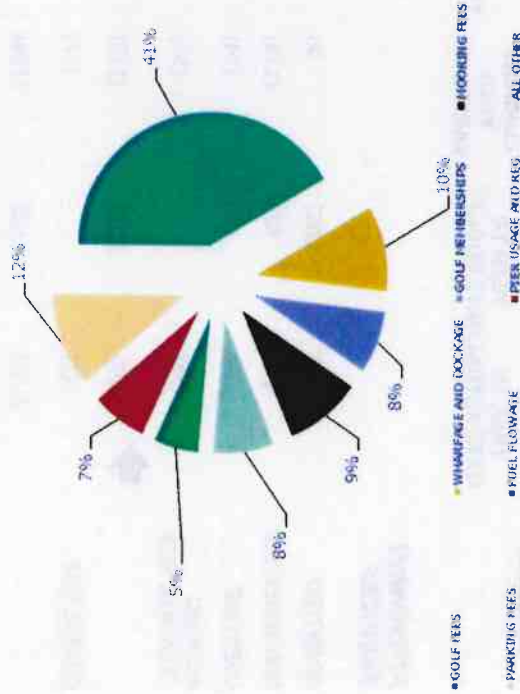
- OPERATING REVENUES-
LOWER BY 1.1 % ...
- GOLF FEES HIGHER DUE TO ESCALATION IN
NONMEMBER ROUNDS PLAYED OFFSET BY
DECREASES IN:
 - CONCESSION REVENUES FROM
GRILL 28 SALES- COVID 19 IMPACT
 - LOWER PARKING AND FUEL FLOWAGE
FEES- COVID 19 IMPACT
 - RYE AND HAMPTON FUEL SALES
OFFSET BY PPP FUEL DELIVERY LOSS
- OPERATING COSTS
LOWER BY 13.0 %...
 - BLDG. MAINT-SECURITY (COVID
RELATED), ENVIRONMENTAL TESTING
 - LOWER FUEL COSTS (COVID)
 - MARKETING & LEGAL COSTS
TRENDING LOWER THAN BUDGET
 - PERSONNEL-ACCRUED VACATION
(YEAR END USE), OVERTIME
(SEASONAL)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
OPERATING REVENUES <i>(PAGE #3)</i>	12,331	12,462	(131)	16,301
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i>	5,319	5,421	(102)	7,180
BUILDINGS AND FACILITIES MAINTENANCE	1,122	1,832	(710)	2,411
GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i>	963	969	(6)	1,321
UTILITIES <i>(PAGE #6)</i>	630	629	1	839
PROFESSIONAL SERVICES <i>(PAGE #6)</i>	263	393	(130)	524
MARKETING AND PROMOTION	196	300	(104)	400
ALL OTHER <i>(PAGE #6)</i>	541	843	(302)	1,124
OPERATING INCOME	3,297	2,075	1,222	2,502
NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i>	58	264	(206)	351
DEPRECIATION	4,112	4,752	(645)	5,344
NET OPERATING INCOME	(873)	(2,946)	2,073	(4,193)

CONSOLIDATED OPERATING REVENUES FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021

(\$ 000's)

FEE REVENUES YEAR TO DATE



RENTAL OF FACILITIES
FEE REVENUES
 (SEE PIE CHART)
FUEL SALES
 (SEE TABLE BELOW)
CONCESSION REVENUE
GOLF MERCHANDISE
ALL OTHER- NET

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VAR	CURRENT YEAR BUDGET
RENTAL OF FACILITIES	8,020	7,906	114	10,543
FEE REVENUES	3,295	3,208	87	4,040
FUEL SALES	305	608	(303)	764
CONCESSION REVENUE	226	329	(103)	386
GOLF MERCHANDISE	197	176	21	235
ALL OTHER- NET	288	235	53	333
	12,331	12,462	(131)	16,301

PSM YEAR TO DATE
 PARKING
 FUEL FLOWAGE



FUEL SALES	ACTUAL	BUDGET	BUDGET VARIANCE
PORTSMOUTH FISH PIER	-	263	(263)
RYE HARBOR	117	128	(11)
HAMPTON HARBOR	116	168	(52)
SKYHAVEN AIRPORT	72	49	23
	305	608	(303)

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET
PERSONNEL SERVICES				
BENEFITED	3,172	3,082	90	4,137
NON-BENEFITED	506	625	(119)	804
OVERTIME	184	218	(34)	235
ACCRUED VACATION/ SICK	(56)	-	(56)	-
	<u>3,806</u>	<u>3,925</u>	<u>(119)</u>	<u>5,176</u>
CHARGE OUT	(27)	-	(27)	-
	<u>3,779</u>	<u>3,925</u>	<u>(146)</u>	<u>5,176</u>
FRINGE BENEFITS				
HEALTH INSUR	946	898	48	1,198
RETIREMENT	520	524	(4)	708
DENTAL INSURANCE	51	53	(2)	70
LIFE INSURANCE	23	21	2	28
	<u>1,540</u>	<u>1,496</u>	<u>44</u>	<u>2,004</u>
CHARGE OUT	-	-	-	-
	<u>1,540</u>	<u>1,496</u>	<u>44</u>	<u>2,004</u>
	<u>5,319</u>	<u>5,421</u>	<u>(102)</u>	<u>7,180</u>

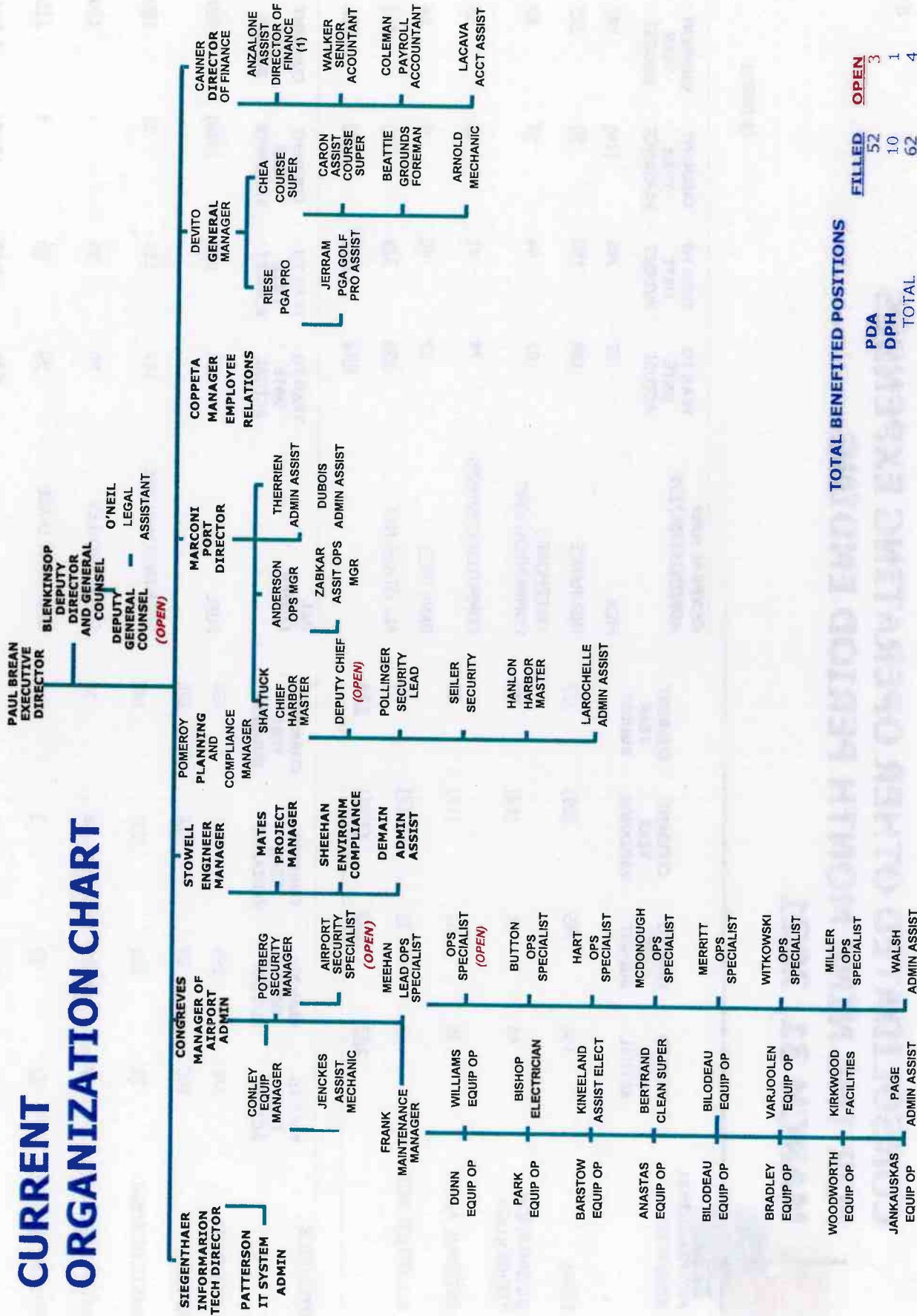
CURRENT STAFF ANALYSIS (FILLED POSITIONS)

	SAL/ BEN	HR/ BEN	HR/ NON	SE	TOTAL
PSM AIRPORT	3	8	15	-	26
MAINTENANCE	-	19	-	5	24
PORT AUTHORITY	1	9	4	8	22
GOLF COURSE	3	4	-	33	40
FINANCE	3	2	-	-	5
ENGINEERING	3	1	-	-	4
LEGAL	1	1	-	-	2
DAW AIRPORT	-	-	2	-	2
TECHNOLOGY	1	1	-	-	2
HUMAN RESOURCES	1	-	-	-	1
EXECUTIVE	1	-	-	-	1
	<u>17</u>	<u>45</u>	<u>21</u>	<u>46</u>	<u>129</u>

FILLED BENEFITED POSITIONS



CURRENT ORGANIZATION CHART



TOTAL BENEFITED POSITIONS

	FILLED	OPEN
PDA	52	3
DPH	10	1
TOTAL	62	4

NOTE:
1. REPRESENTS TRANSITIONAL POSITION.

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR BUDGET	
INTEREST EXPENSE	66	285	(219)	380	INTEREST EXPENSE
					YEAR TO DATE 66
					FISCAL BUDGET 380
					PROVIDENT BANK- RLOC
INTEREST INCOME AND OTHER	(8)	(21)	13	(29)	
	58	264	206	351	

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF MARCH 31, 2021

(\$ 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 58)	5/18/2017	1,266	885	1,244	(49)	1,083	112	11
PSM RUNWAY 16-34 RECONSTRUCTION (AIP 64)	7/6/2019	24,035	17,869	17,493	(1,677)	14,980	836	214
PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	5/18/2017	1,130	1,074	1,018	(52)	938	28	-
PSM ALPHA SOUTH HOLD BAY (AIP 67)		-	-	846	(82)	761	3	1
PSM AIR NATIONAL GUARD TAXIWAY PROJECT		2,500	2,500	2,386	-	2,386	-	-
PSM TERMINAL BUILDING EXPANSION (AIP 62)	11/1/2018	1,821	1,729	1,712	(203)	1,365	144	144
PSM TERMINAL BUILDING EXPANSION (AIP 66)	6/27/2019	2,263	2,111	2,229	(340)	1,864	25	25
PSM RUNWAY 16-34 REIMBURSABLE SUPPORT (AIP 65)	5/1/2019	144	137	144	(7)	123	14	-
PSM CARES ACT (AIP 68)		1,607	1,607	1,607	-	1,607	-	-
DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016)	9/22/2016	1,830	1,738	1,783	(89)	1,694	-	-
DPH UPGRADE PORT SECURITY AND SOFTWARE		58	58	58	-	58	-	-
DPH RYE HARBOR DREDGING				637	-	637	-	-
DPH FUNCTIONAL REPLACEMENT- BARGE DOCK		5,000	-	1,285	(11)	1,283	1	1
DPH MAIN PIER REHABILITATION		5,003	-	838	-	628	210	210
DPH HAMPTON HARBOR DREDGING		118	-	95	-	95	-	-
DPH PFP REPAIR AND CONSTRUCTION		3,250	-	935	-	632	303	303
							1,676	909

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-20	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 03-31-21
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	4,910	7,014	(11,924)	(4,910)	-
RUNWAY 16-34 DESIGN (AIP 58)	4	102	(106)	(4)	-
ELDORADO BUS	-	72	(72)	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	7,048	10,444	(17,492)	(7,048)	-
TERMINAL BUILDING EXPANSION (AIP 66)	1,880	349	(2,229)	(1,880)	-
TERMINAL BUILDING EXPANSION (AIP 62)	96	1,665	(1,761)	(96)	-
OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60)	-	10	(10)	-	-
ALPHA SOUTH HOLD BAY (AIP 67)	-	337	(337)	-	-
2020 CHEVROLET TAHOE	-	38	(38)	-	-
VOLVO L90H WHEEL LOADER	-	176	(176)	-	-
PAY FOR PARKING	-	2	(2)	-	-
	13,938	20,209	(34,147)	(13,938)	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

PROJECT NAME	BALANCE AT 06-30-20	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 03-31-21
SKYHAVEN AIRPORT	-	-	-	-	-
GOLF COURSE	-	79	(79)	-	-
BATHROOM RENOVATIONS	-	7	-	7	7
WEBSITE UPGRADE	-	86	(79)	7	7
ADMINISTRATION	-	16	(16)	-	-
HP DESIGN JET PRINTER	-	-	-	-	-
MAINTENANCE	-	38	(38)	-	-
2020 CHEVROLET SILVERADO	-	38	(38)	-	-
2020 CHEVROLET SILVERADO	-	76	(76)	-	-

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-20</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>BALANCE AT 03-31-21</u>
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,267	18	-	18	1,285
PPP BULKHEAD REPAIR AND CONSTRUCTION	262	673	-	673	935
HVAC SECURITY SHACK	-	8	(8)	-	-
MAIN PIER (BUILD GRANT)	-	838	-	838	838
RYE STORM DAMAGE	-	3	(3)	-	-
	<u>1,529</u>	<u>1,540</u>	<u>(11)</u>	<u>1,529</u>	<u>3,058</u>
TOTAL	15,467	21,927	(34,329)	(12,402)	3,065

LONG TERM LIABILITIES AS OF MARCH 31, 2021

(\$ 000's)

SCHEDULE OF LONG TERM LIABILITY REPAYMENT

	CURRENT PORTION	LONG TERM PORTION	TOTAL AMOUNT DUE	FISCAL YEAR	STATE OF NEW HAMPSHIRE (1)
STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM (1)	91	91	182	2021	-
				2022	91
				2023	91
STATE OF NEW HAMPSHIRE	-	252	252		182
ACCRUED SICK LIABILITY	-	95	95		-
	91	438	529		182
				PAID IN FY 2021	

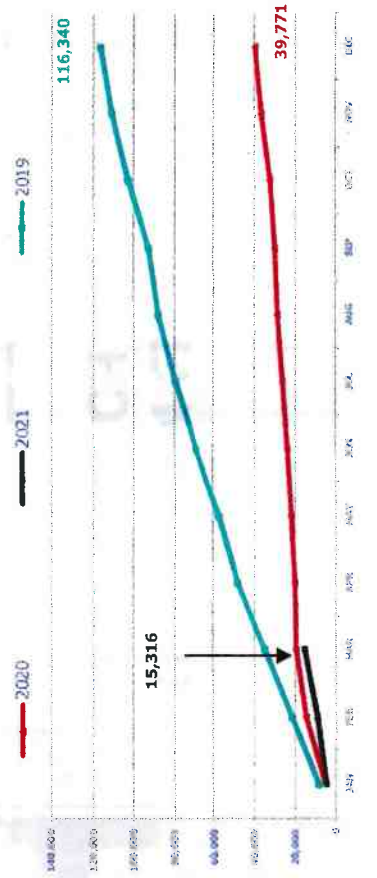
NOTE:
1. ALLOCATION OF ANNUAL PAYMENT IS \$63 CHARGED TO THE PDA AND \$28 TO THE DPH.

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021 PORTSMOUTH AIRPORT

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES				
FACILITIES RENTAL	611	633	(22)	844
PAY FOR PARKING	195	390	(195)	442
FUEL FLOWAGE	164	248	(84)	270
AVIATION FEES	88	90	(2)	90
CONCESSION REVENUES	24	60	(36)	71
ALL OTHER	219	15	204	22
	1,301	1,436	(135)	1,739
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	644	616	28	810
BUILDINGS AND FACILITIES MAINTENANCE	411	532	(121)	723
GENERAL AND ADMINISTRATIVE	268	244	24	325
UTILITIES	262	312	(50)	416
PROFESSIONAL SERVICES	7	18	(11)	24
MARKETING AND PROMOTION	37	104	(67)	139
ALL OTHER	-	-	-	-
	1,629	1,826	(197)	2,437
OPERATING INCOME	(328)	(390)	62	(698)
NON-OPERATING (INCOME) AND EXPENSE				
DEPRECIATION	2,292	2,925	(633)	3,800
NET OPERATING INCOME	(2,620)	(3,315)	695	(4,498)

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021 SKYHAVEN AIRPORT

(\$ 000's)

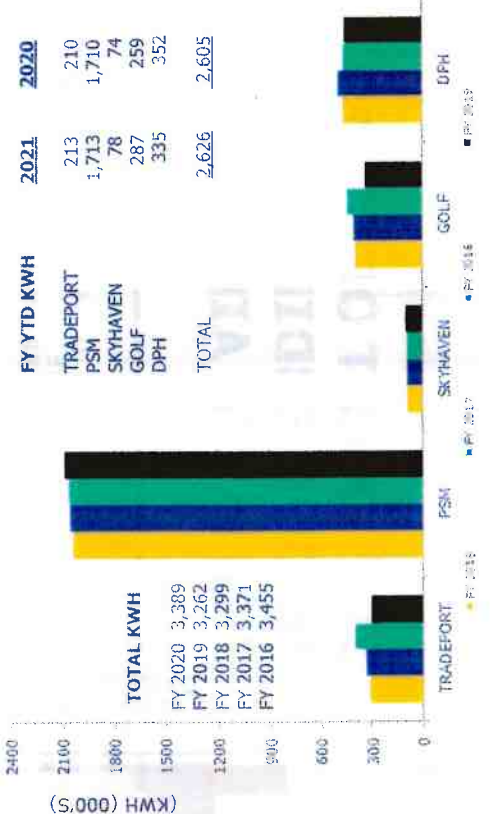
	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET	
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	FISCAL YEAR BUDGET
OPERATING REVENUES								
FACILITIES RENTAL	100	92	8	125				
FUEL SALES	72	49	23	64				
ALL OTHER	12	5	7	5				
	<u>184</u>	<u>146</u>	<u>38</u>	<u>194</u>				
OPERATING EXPENSES								
PERSONNEL SERVICES AND BENEFITS	24	38	(14)	48				
BUILDINGS AND FACILITIES MAINTENANCE	26	49	(23)	66				
GENERAL AND ADMINISTRATIVE	30	27	3	37				
UTILITIES	23	23	-	31				
PROFESSIONAL SERVICES	4	4	-	5				
MARKETING AND PROMOTION	-	-	-	-				
ALL OTHER- FUEL	46	38	8	50				
	<u>153</u>	<u>179</u>	<u>(26)</u>	<u>237</u>				
OPERATING INCOME	31	(33)	64	(43)				
NONOPERATING (INCOME) AND EXPENSE								
DEPRECIATION	404	403	1	535				
NET OPERATING INCOME	(373)	(436)	63	(578)				
GALLONS OF FUEL SOLD								
FY 2021	1,129	15,244	15,244	\$ 4.52				
FY 2020	709	10,313	13,344	\$ 4.79				
NET CASH FLOW								
FY 2021	31	-	254	285				
FY 2020	(38)	(307)	58	(287)				
FY 2019	(83)	(27)	512	402				
FY 2009- FY 2018	(909)	(6,792)	5,725	(2,076)				
	<u>(999)</u>	<u>(7,126)</u>	<u>(100)</u>	<u>(1,676)</u>				

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021 TRADEPORT

(\$ 000's)

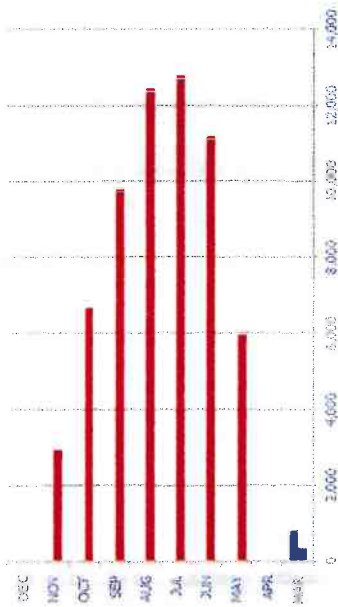
	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	7,041	6,948	93	9,264
OPERATING EXPENSES				
PERSONNEL SERVICES AND BENEFITS	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	110	313	(203)	417
GENERAL AND ADMINISTRATIVE	51	42	9	56
UTILITIES	69	77	(8)	102
PROFESSIONAL SERVICES	-	-	-	-
MARKETING AND PROMOTION	2	-	2	-
ALL OTHER	90	90	-	120
OPERATING INCOME	6,719	6,426	293	8,569
NON-OPERATING (INCOME) AND EXPENSE	-	-	-	-
DEPRECIATION	558	562	(4)	750
NET OPERATING INCOME	6,161	5,864	297	7,819

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



SEASON	2021	2020	2019
SEASON	839	62,315	55,321

SEASON	2021	2020	2019
RAINS DAYS	1	26	55

2021 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

Month	FY 2021	FY 2020
JULY	\$ -	\$39
AUGUST	598	-
SEPTEMBER	314	78
OCTOBER	4,017	1,026
NOVEMBER	12,553	17,727
DECEMBER	23,708	24,723
JANUARY	30,626	27,767
FEBRUARY	23,001	29,976
MARCH	48,842	13,624
APRIL	-	-
MAY	-	-
JUNE	-	-
TOTAL	\$143,659	\$114,960

GRILL 28 GROSS SALES

Month	FY 2021	FY 2020
JULY	\$204,042	\$212,562
AUGUST	225,471	259,154
SEPTEMBER	191,445	199,822
OCTOBER	128,156	149,127
NOVEMBER	85,187	107,818
DECEMBER	71,183	117,993
JANUARY	77,694	126,165
FEBRUARY	74,067	107,490
MARCH	105,988	59,098
APRIL	-	1,083
MAY	-	55,292
JUNE	-	153,970
TOTAL	\$1,174,133	\$1,441,864

2020 ROUNDS- SEASON

MEMBER	119
NONMEMBER	242
TOTAL	361

2021 ROUNDS- SEASON

MEMBER	242
NONMEMBER	597
TOTAL	839

CLUB/ COURSE FUNCTIONS

Function	FY 2021 YTD	FY 2020 YTD
GROUPS 12-40	25,340	37,344
TOURNAMENT PLAY	103,283	130,217
LEAGUES	57,127	82,057
FOOD AND ROOM FEES	45,636	195,284

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	OPERATING REVENUES	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET
OPERATING REVENUES	1,603	1,862	(259)	2,429	FACILITY RENTALS	365	314	51	419
OPERATING EXPENSES:					CONCESSION REVENUE	3	-	3	-
PERSONNEL SERVICES AND BENEFITS	927	859	68	1,142	FEE REVENUE:				
BUILDINGS AND FAC AND MAINTENANCE	165	263	(98)	321	MOORING FEES	309	274	35	365
GENERAL AND ADMINISTRATIVE	113	140	(27)	217	PARKING	54	93	(39)	115
UTILITIES	93	74	19	99	REGISTRATIONS	135	124	11	165
PROFESSIONAL SERVICES	13	20	(7)	26	WHARF / DOCK	339	412	(73)	550
MARKETING AND PROMOTION	1	2	(1)	3	TOTAL FEE REVENUE	837	903	(66)	1,195
ALL OTHER - FUEL	147	494	(347)	658	FUEL SALES	233	559	(326)	700
TOTAL OPERATING EXPENSES	1,459	1,852	(393)	2,466	ALL OTHER	165	86	79	115
OPERATING INCOME	144	10	134	(37)	TOTAL OPERATING REVENUE	1,603	1,862	(259)	2,429
NONOPERATING (INCOME) AND EXPENSE	(4)	(2)	(2)	(2)	BUSINESS UNIT ANALYSIS				
DEPRECIATION	468	455	13	606	RYE HARBOR	264	185	79	444
NET OP INCOME	(320)	(443)	123	(641)	HAMPTON HARBOR	185	(175)	350	(279)
					PORTSMOUTH FISH PIER	22	(55)	77	(350)
					MARKET STREET	688	(402)	1086	(279)
					HARBOR MANAG	94	(286)	192	(279)
					ADMIN				

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(\$ 000's)

FOREIGN TRADE ZONE	YEAR TO DATE ACTUAL		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		YEAR TO DATE BUDGET		CURRENT YEAR VARIANCE		FISCAL YEAR BUDGET	
	12	9	2	3	9	3	12	10	11	15	115	
OPERATING REVENUES	12	9	2	3	96	86	10	115				
OPERATING EXPENSES:												
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	61	11	50	15				
GENERAL AND ADMINISTRATIVE	-	2	(2)	3	-	5	(5)	7				
UTILITIES	-	-	-	-	-	1	(1)	1				
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-				
MARKETING AND PROMOTION	8	7	1	9	-	-	-	-				
ALL OTHER	-	-	-	-	-	-	-	-				
TOTAL OPERATING EXPENSES	8	9	(1)	12	61	17	44	23				
OPERATING INCOME	4	-	4	-	35	69	(34)	92				
NON-OPERATING (INCOME) AND EXPENSE	-	-	-	-	-	-	-	-				
DEPRECIATION	-	-	-	-	63	75	(12)	100				
NET OPERATING INCOME	4	-	4	-	(28)	(6)	(22)	(8)				

STATEMENT OF OPERATIONS FOR THE NINE MONTH PERIOD ENDING MARCH 31, 2021 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

REVOLVING LOAN FUND	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	CURRENT YEAR VARIANCE	FISCAL YEAR BUDGET	<u>REVOLVING LOAN FUND RECONCILIATION</u>	
OPERATING REVENUES	27	30	(3)	41	BALANCE AT 03-31-2021	BALANCE AT 06-30-2020
OPERATING EXPENSES:						
PERSONNEL SERVICES AND BENEFITS	-	-	-	-		
BUILDINGS AND FACILITIES MAINTENANCE	-	-	-	-	288	210
GENERAL AND ADMINISTRATIVE	1	-	1	1	-	-
UTILITIES	-	-	-	-	288	210
PROFESSIONAL SERVICES	7	20	(13)	27		
MARKETING AND PROMOTION	-	-	-	-	89	175
ALL OTHER	-	-	-	-	862	838
TOTAL OPERATING EXPENSES	8	20	(12)	28		
OPERATING INCOME	19	10	9	13	1,239	1,223
NON-OPERATING (INCOME) AND EXPENSE	(1)	-	(1)	-		
DEPRECIATION	-	-	-	-		
NET OPERATING INCOME	20	10	10	13		
					76.8%	82.8%
					CAPITAL UTILIZATION RATE-	
					% (*)	

(*) EXCLUDES SEQUESTERED FUNDS.

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING JANUARY 31, 2022

**BOARD OF DIRECTORS MEETING
MAY 20, 2021**



NEW PEASE
INTERNATIONAL
PEACE DEVELOPMENT AUTHORITY

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MAY 1, 2021 TO JANUARY 31, 2022

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	2,142
SOURCES OF FUNDS	
GRANT AWARDS (SEE PAGE #9)	7,179
TRADEPORT TENANTS	6,905
MUNICIPAL SERVICE FEE (COP)	2,625
GOLF COURSE FEE AND CONCESSION REVENUES	1,760
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	945
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	120
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	1,200
	<u>20,734</u>
USES OF FUNDS	
OPERATING EXPENSES	7,310
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	6,199
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	5,050
MUNICIPAL SERVICE FEE (COP)	2,700
STATE OF NH- POST RETIREMENT	68

NET CASH FLOW	21,327
	(593)
CLOSING FUND BALANCE	1,549

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, 2) ACCURACY OF THE CAPITAL EXPENDITURE AND REIMBURSEMENT FORECAST, AND 4) POTENTIAL CARES ACT FUNDING.

PROJECTED CASH AND DEBT BALANCES



TOTAL FUND BALANCES	BALANCE AT 04-30-2021	BALANCE AT 06-30-2020
UNRESTRICTED	2,142	3,451
DESIGNATED	14	14
TOTAL	<u>2,156</u>	<u>3,465</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>TOTAL</u>
OPENING FUND BALANCE	2,142	1,502	1,507	1,523	1,513	1,491	1,546	1,573	1,537	2,142
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	25	-	1,198	1,713	128	2,378	30	57	1,650	7,179
TRADEPORT TENANTS	755	755	765	765	770	770	775	775	775	6,905
MUNICIPAL SERVICE FEE	375	250	250	375	250	250	375	250	250	2,625
GOLF COURSE	180	265	270	270	275	200	175	75	50	1,760
PORTSMOUTH AIRPORT- (PSM)	50	45	45	50	45	45	50	45	45	420
PSM PAY FOR PARKING / FLOWAGE	50	55	55	55	60	60	60	65	65	525
SKYHAVEN AIRPORT	14	14	14	15	15	12	12	12	12	120
EXTERNAL FINANCING- NET	500	4,200	800	(1,700)	(400)	(2,600)	(100)	1,300	(800)	1,200
	1,949	5,584	3,397	1,543	1,143	1,115	1,377	2,579	2,047	20,734
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	830	2,281	1,583	245	45	45	45	25	1,100	6,199
CAPITAL- NONGRANT (SEE PAGES #5-#6)	944	1,055	983	458	345	240	505	420	100	5,050
OPERATING EXPENSES	815	825	815	850	775	775	800	820	835	7,310
MUNICIPAL SERVICE FEE	-	1,350	-	-	-	-	-	1,350	-	2,700
STATE OF NH- POST RETIREMENT	-	68	-	-	-	-	-	-	-	68
	2,589	5,579	3,381	1,553	1,165	1,060	1,350	2,615	2,035	21,327
NET CASH FLOW	(640)	5	16	(10)	(22)	55	27	(36)	12	(593)
CLOSING FUND BALANCE	1,502	1,507	1,523	1,513	1,491	1,546	1,573	1,537	1,549	1,549

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

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
GRANT REIMBURSEMENT PROJECTS										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	10	200	-	-	-	-	-	-	-	210
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	211	-	-	-	-	-	-	-	211
RUNWAY 16-34 DESIGN (AIP 58)	10	-	-	-	-	-	-	-	-	10
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	800	1,500	1,500	200	-	-	-	-	-	4,000
TW A SOUTH HOLD BAY (AIP 67)	10	50	38	-	-	-	-	-	-	98
PEASE BOULEVARD-ARBORETUM AVE	-	-	20	20	20	20	20	-	-	100
LOWERY LANE PAVING	-	300	-	-	-	-	-	-	-	300
SNOW REMOVAL EQUIPMENT	-	20	-	-	-	-	-	-	1,100	1,100
	<u>830</u>	<u>2,281</u>	<u>1,558</u>	<u>220</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>-</u>	<u>1,100</u>	<u>6,049</u>
SKYHAVEN AIRPORT										
TERMINAL APRON DESIGN (SBG 9)	-	-	25	25	25	25	25	25	-	150
TOTAL GRANT REIMBURSEMENT PROJECTS	830	2,281	1,583	245	45	45	45	25	1,100	6,199

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u>										
<u>SKYHAVEN AIRPORT</u>										
DOOR ACCESS CONTROL **	-	-	-	-	25	-	-	-	-	25
<u>TECHNOLOGY</u>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	5	-	10	-	-	-	5	-	-	20
SOFTWARE UPGRADES **	-	-	-	-	-	-	-	20	-	20
PAYCHEX PAYROLL KIOSKS **	-	-	-	-	-	-	5	-	-	5
PROPERTY MANAGEMENT SYSTEM	-	30	-	-	-	-	-	-	-	30
TECHNOLOGY ENHANCEMENTS **	-	10	-	-	15	-	-	15	-	40
MAIN SERVER REPLACEMENT **	-	45	-	-	-	-	-	-	-	45
	5	85	10	-	15	-	10	35	-	160
<u>GOLF COURSE</u>										
FAIRWAY ROUGH MOWER	70	-	-	-	-	-	-	-	-	70
SPESTICIDE SPRAYER	-	-	60	-	-	-	-	-	-	60
GREEN TEE AERATOR	-	-	30	-	-	-	-	-	-	30
CLUBHOUSE KITCHEN EQUIPMENT **	-	10	-	-	10	-	-	-	-	20
UTILITY GOLF CARTS	20	-	20	-	-	-	-	-	-	40
BATHROOM UPGRADES	74	-	-	-	-	-	-	-	-	74
	164	10	110	-	10	-	-	-	-	294

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

(CONTINUED):

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	750	750	750	320	200	-	-	-	-	2,770
TERMINAL CARPETING **	-	-	5	-	-	-	-	-	-	5
AIRFIELD SIGNAGE- LED **	-	20	35	-	-	-	-	-	-	55
MOBILE RADIO UPGRADE **	-	25	-	-	-	-	-	-	-	25
FENCE CONSTRUCTION **	-	10	10	25	-	-	-	-	-	45
GENERATOR UPGRADE **	-	10	-	-	-	-	-	-	-	10
REPEATERS **	-	-	-	-	-	-	50	-	-	50
HIGH LIFT **	-	-	-	-	20	-	-	-	-	20
139 INSPECTION PROGRAM SOFTWARE **	-	-	-	8	-	-	-	-	-	8
	750	815	800	353	220	-	50	-	-	2,988

NOTE:
** PENDING BOARD APPROVAL

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

(CONTINUED):

(\$ 000'S)

	<u>MAY</u>	<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>TOTAL</u>
<u>NON-GRANT REIMBURSEMENT</u>										
<u>PROJECTS (CONTINUED):</u>										
<u>SECURITY</u>										
<u>PSM</u>										
CCTV SECURITY GATES **	-	50	-	-	-	50	-	-	-	100
DOOR ACCESS CONTROL **	-	-	-	-	100	-	-	-	-	100
SECURITY SYSTEM UPGRADE **	-	-	-	-	-	-	170	100	-	270
	-	<u>50</u>	-	-	<u>100</u>	<u>50</u>	<u>170</u>	<u>100</u>	-	<u>470</u>
<u>DAW</u>										
DOOR ACCESS CONTROL **	-	-	-	-	-	25	-	-	-	25
TAXIWAY RELAMPING **	-	-	-	25	-	-	-	-	-	25
JET A FUEL TANK **	-	-	-	-	-	-	-	10	-	10
FUEL SYSTEM CREDIT CARD **	-	5	-	-	-	-	-	-	-	5
SRE DOOR REPLACEMENT **	-	15	-	-	-	-	-	-	-	15
REROOF TERMINAL BUILDING **	-	25	-	-	-	-	-	-	-	25
	-	<u>45</u>	-	<u>25</u>	-	<u>25</u>	-	<u>10</u>	-	<u>105</u>

NOTE:
** PENDING BOARD APPROVAL

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

	<u>MAY</u>	<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>TOTAL</u>
<u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED)</u>										
<u>TRADEPORT</u>										
STORMWATER TREATMENT (IDDE)	25	25	-	-	-	25	25	25	-	125
TANK MAINTENANCE PROGRAM **	-	10	-	-	-	-	-	-	-	10
CORPORATE DRIVE- DRAINAGE **	-	-	-	-	-	-	200	200	100	500
	<u>25</u>	<u>35</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25</u>	<u>225</u>	<u>225</u>	<u>100</u>	<u>635</u>
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT **	-	-	48	-	-	-	-	-	-	48
PAINT MACHINE **	-	15	-	-	-	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	-	-	50	-	50
MOWER REPLACEMENT **	-	-	15	-	-	-	-	-	-	15
JOHN DEERE TRACTOR REPLACEMENT **	-	-	-	-	-	140	-	-	-	140
CRACK SEALING MACHINE **	-	-	-	-	-	-	50	-	-	50
TRACK SKID MOWER **	-	-	-	80	-	-	-	-	-	80
	<u>-</u>	<u>15</u>	<u>63</u>	<u>80</u>	<u>-</u>	<u>140</u>	<u>50</u>	<u>50</u>	<u>-</u>	<u>398</u>
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	944	1,055	983	458	345	240	505	420	100	5,050

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000'S)

	<u>MAY</u>	<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>TOTAL</u>
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M)	-	-	-	-	-	211	-	-	-	211
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M)	-	-	80	-	-	167	-	-	-	247
RUNWAY 16-34 DESIGN (AIP 58)	-	-	75	-	-	-	-	-	-	75
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	-	-	600	-	-	2,000	-	-	1,400	4,000
RUNWAY- AIR NATIONAL GUARD	-	-	360	-	-	-	-	-	250	610
TW A SOUTH HOLD BAY	-	-	-	-	90	-	-	-	-	90
AIRPORT CORONAVIRUS RESPONSE GRANT (AIP 71)	-	-	-	1,428	-	-	-	-	-	1,428
PEASE BOULEVARD- ARBORETUM AVE	-	-	38	-	-	-	-	57	-	95
WHEEL LOADER	25	-	-	-	-	-	-	-	-	25
LOWERY LANE PAVING	-	-	-	285	-	-	-	-	-	285
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG-7)	-	-	45	-	38	-	30	-	-	113
TOTAL	25	0	1,198	1,713	128	2,378	30	57	1,650	7,179

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

REVOLVING LETTER OF CREDIT (RLOC)
THE PROVIDENT BANK
 15,000
 14,000
 12-31-2022

PURPOSE
 TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.

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

MINIMUM SIZE OF DRAWDOWN
 NO MINIMUM

OTHER
 DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 04-30-2021	BALANCE AT 06-30-2020	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	1,000	-	12-31-2022	VARIABLE
WEIGHTED AVERAGE	1,000	=	=	=
	2.95%	=	=	=

TRENDING THE ONE MONTH FHLB (CLASSIC) INTEREST RATE + MARK-UP 2021 VERSUS 2020



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW MAY 1, 2021 TO JANUARY 31, 2022

(\$ 000's)

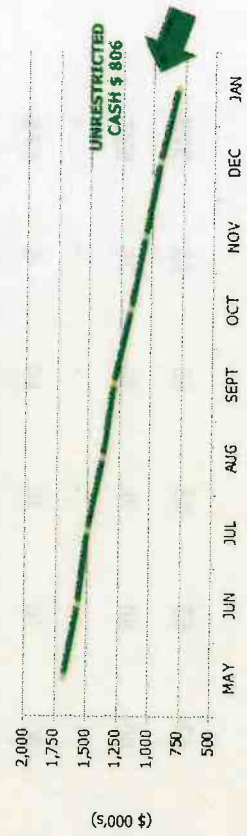
	AMOUNT
	1,769
OPENING FUND BALANCE	
SOURCES OF FUNDS	
FACILITY RENTALS AND CONCESSIONS	575
FUEL SALES	575
REGISTRATIONS / WHARFAGE	375
MOORING FEES	-
PARKING FEES	175
	1,700
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	1,655
FUEL PROCUREMENT	536
OPERATING EXPENSES	364
CAPITAL EXPENDITURES AND OTHER	80
STATE OF NH- POST RETIREMENT	28
	2,663
NET CASH FLOW	(963)
CLOSING FUND BALANCE	806

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



TOTAL FUND BALANCES	BALANCE AT 04/30/2021	BALANCE AT 06/30/2020
UNRESTRICTED FUNDS	1,769	1,621
DESIGNATED FUNDS	152	152
RESTRICTED FUNDS:		
HARBOR DREDGING	283	233
REVOLVING LOAN FUND	298	207
FOREIGN TRADE ZONE	9	7
	590	447

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
OPENING FUND BALANCE	1,769	1,691	1,578	1,504	1,385	1,304	1,170	1,063	943	1,769
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	63	63	63	63	63	65	65	65	65	575
FUEL SALES	40	40	40	75	80	80	75	70	75	575
MOORING FEES	-	-	-	-	-	-	-	-	-	-
PARKING FEES	20	25	30	35	30	10	10	10	5	175
REGISTRATIONS / WHARFAGE	-	125	-	-	125	-	-	125	-	375
	<u>123</u>	<u>253</u>	<u>133</u>	<u>173</u>	<u>298</u>	<u>155</u>	<u>150</u>	<u>270</u>	<u>145</u>	<u>1,700</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	125	260	135	135	265	175	150	275	135	1,655
FUEL PROCUREMENT	36	36	36	71	75	75	71	66	70	536
UTILITIES	17	17	16	16	17	17	16	17	17	150
GENERAL AND ADMINISTRATIVE	13	13	12	12	13	13	12	13	13	114
BUILDINGS AND FACILITIES	10	12	8	8	9	9	8	9	7	80
PROFESSIONAL SERVICES	-	-	-	10	-	-	-	10	-	20
CAPITAL EXPENDITURES AND OTHER	-	-	-	40	-	-	-	-	40	80
STATE OF NH- POST RETIREMENT	-	28	-	-	-	-	-	-	-	28
	<u>201</u>	<u>366</u>	<u>207</u>	<u>292</u>	<u>379</u>	<u>289</u>	<u>257</u>	<u>390</u>	<u>282</u>	<u>2,663</u>
NET CASH FLOW	(78)	(113)	(74)	(119)	(81)	(134)	(107)	(120)	(137)	(963)
CLOSING FUND BALANCE	1,691	1,578	1,504	1,385	1,304	1,170	1,063	943	806	806

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

(RESTRICTED FUNDS)

(\$ 000's)

	<u>MAY</u>	<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>TOTAL</u>
OPENING FUND BALANCE	283	289	297	303	261	267	275	281	289	283
SOURCES OF FUNDS										
PIER USAGE FEES	8	8	8	8	8	8	8	8	8	72
REGISTRATIONS	2	-	-	2	-	-	2	-	-	6
FUEL FLOWAGE FEES	-	-	-	-	-	-	-	-	-	-
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	<u>10</u>	<u>8</u>	<u>8</u>	<u>10</u>	<u>8</u>	<u>8</u>	<u>10</u>	<u>8</u>	<u>8</u>	<u>78</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	2	-	2	-	2	-	2	-	2	10
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	2	-	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	-	-	50	-	-	-	-	-	50
	<u>4</u>	<u>-</u>	<u>2</u>	<u>52</u>	<u>2</u>	<u>-</u>	<u>4</u>	<u>-</u>	<u>2</u>	<u>66</u>
NET CASH FLOW	<u>6</u>	<u>8</u>	<u>6</u>	<u>(42)</u>	<u>6</u>	<u>8</u>	<u>6</u>	<u>8</u>	<u>6</u>	<u>12</u>
CLOSING FUND BALANCE	289	297	303	261	267	275	281	289	295	295

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
OPENING FUND BALANCE	298	310	247	256	228	281	292	305	318	298
<u>SOURCES OF FUNDS</u>										
LOAN REPAYMENTS	10	10	10	10	10	10	11	11	11	93
INTEREST INCOME-LOANS	1	2	1	1	2	2	2	2	2	15
INTEREST INCOME- FUND BALANCE	2	2	2	2	2	2	2	2	2	18
	<u>13</u>	<u>14</u>	<u>13</u>	<u>13</u>	<u>14</u>	<u>14</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>626</u>
<u>USE OF FUNDS</u>										
NEW LOANS PROJECTED	-	75	-	-	-	-	-	-	75	150
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	1	2	2	1	1	1	2	2	2	14
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>1</u>	<u>(63)</u>	<u>4</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>2</u>	<u>(79)</u>	<u>170</u>
NET CASH FLOW	12	(63)	9	12	13	11	13	13	(64)	(44)
CLOSING FUND BALANCE	310	247	256	228	281	292	305	318	254	254

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND

(RESTRICTED FUNDS)

(\$ 000's)

	<u>MAY</u>	<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>TOTAL</u>
	9	9	7	9	9	12	17	17	13	9
OPENING FUND BALANCE	-	-	2	-	5	5	-	-	-	12
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	4	-	8
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	-	(2)	2	-	3	5	-	(4)	-	4
CLOSING FUND BALANCE	9	7	9	9	12	17	17	13	13	13



MEMORANDUM

TO: Pease Development Authority Board of Directors
 FROM: Paul E. Brean, Executive Director *PEB*
 RE: License Reports
 DATE: May 12, 2021

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of License Agreements," PDA entered into the following Right-of-Entries:

1. Name: PROCON LLC
 License: Right-of-Entry
 Location: 11 & 21 Hampton Street
 Purpose: Site Inspection Purposes
 Term: Through July 31, 2021

2. Name: Lonza Biologics, Inc.
 License: Right-of-Entry
 Location: 30 Corporate Drive
 Purpose: Site Inspection Purposes
 Term: Through July 30, 2021

3. Name: 1895 Films
 License: Right-of-Entry
 Location: Portsmouth International Airport at Pease
 Purpose: Photographing and recording certain scenes in connection with a program tentatively title "Shock Docs: Abduction of Betty and Barney Hill"
 Term: Through May 6, 2021

4. Name: Unutil
 License: Right-of-Entry
 Location: Spaulding Turnpike & Pease Boulevard
 Purpose: Site Inspection Purposes
 Term: Through July 30, 2021

5. Name: AeeroClave LLC
 License: Right-of-Entry
 Location: Hangar 227 (14 Aviation Avenue)
 Purpose: Extension of Term
 Term: Through June 10, 2021

6. Name: City of Portsmouth – Police Department
License: Right-of-Entry
Location: North Apron
Purpose: Emergency Vehicle Operator’s Training Course
Term: September 15, 2021 through October 1, 2021

April 22, 2021

Paul Roy
Director of Business Development
PROCON LLC
1359 Hooksett Road
Hooksett, NH 03106

Re: Right of Entry — Corner of Hampton Street and Aviation Avenue (11 & 21 Hampton Street), Pease International Tradeport, Portsmouth, NH

Dear Mr. Roy:

This letter will authorize PROCON LLC ("PROCON") and/or its agents and contractors to enter upon a parcel of land located on the corner of Aviation Avenue and Hampton Street (11 Hampton Street and 21 Hampton Street) as shown on the attached Exhibit A (the "Premises") for the period beginning April 24, 2021 through July 31, 2021, for survey / site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. This Right of Entry will expire at the close of business on July 31, 2021, unless otherwise extended an additional thirty (30) days by written agreement of PROCON and the Pease Development Authority ("PDA").

This authorization is conditioned upon the following:

1. PROCON providing PDA, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises;
2. PROCON's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. PROCON expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of

Page Two

April 22, 2021

Re: Right of Entry — Corner of Hampton Street and Aviation Avenue (11 & 21 Hampton Street), Pease International Tradeport, Portsmouth, NH

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

3. PROCON and any agent or contractor of PROCON 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. PROCON and any agent or contractor of PROCON providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain: (i) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA; and (ii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributory with respect to any insurance carried by PDA.

4. PROCON obtaining the prior written consent of the Engineering Department of the PDA before conducting any drilling, testpitting, borings, or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department. No trees or vegetation may be cut without written permission from the PDA. PDA shall make available information it has related to any existing conditions at the site including the location and type of utilities, underground tanks or structures, and any hazardous substances. The information is approximate and not guaranteed. PROCON shall have no liability or responsibility to the PDA for environmental impacts and damage caused by the prior use of hazardous substances on the Premises by the United States of America - Department of the Air Force ("Air Force" or "Government"), and/or the PDA. PROCON and PDA acknowledge the potential obligation of the Air Force to indemnify PDA and PROCON to the extent required by the provisions of Public Law No. 101-511 Section 8056 and/or Public Law 102-484, as amended.

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

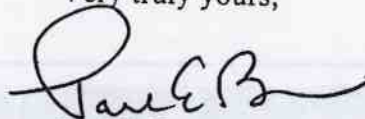
6. PROCON's agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises. PROCON acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall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

Page Three
April 22, 2021

Re: **Right of Entry — Corner of Hampton Street and Aviation Avenue (11 & 21 Hampton Street), Pease International Tradeport, Portsmouth, NH**

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

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 23RD day of April, 2021.

PROCON LLC

By: 

Print Name: MARK STEBBINS CEO

Its Duly Authorized: CRUISE CEO

Page Four
April 22, 2021

Re: Right of Entry — Corner of Hampton Street and Aviation Avenue (11 & 21 Hampton Street), Pease International Tradeport, Portsmouth, NH

EXHIBIT "A"
PREMISES



Exhibit Depicting Right of Entry at Hampton St & Aviation Ave

DESIGNED BY: MRM DATE: 4/13/21 SCALE: 1"=100'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03501



April 21, 2021

Mark Caswell, Head of Engineering and Facilities
Lonza Biologics, Inc.
101 International Drive
Portsmouth, NH 03801

**Re: Right of Entry — 30 Corporate Drive, Pease International Tradeport,
Portsmouth, NH**

Dear Mr. Caswell:

This letter will authorize Lonza Biologics, Inc. ("Lonza") and/or its agents and contractors to enter upon a parcel of land located off of Corporate Drive, as shown on the attached Exhibit A (the "Premises"), for the period beginning April 22, 2021 through July 30, 2021, for survey / site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. This Right of Entry will expire at the close of business on July 30, 2021, unless otherwise extended an additional thirty (30) days by written agreement of Lonza and the Pease Development Authority ("PDA").

This authorization is conditioned upon the following:

1. Lonza providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises;
2. Lonza's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. Lonza expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

Page Two

April 21, 2021

**Re: Right of Entry — 30 Corporate Drive, Pease International Tradeport,
Portsmouth, NH**

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

3. Lonza and any agent or contractor of Lonza 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. Lonza and any agent or contractor of Lonza providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain (i) an agreement by Lonza that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA, (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

4. Lonza obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings, or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department. No trees or vegetation may be cut without written permission from the PDA.

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

6. Lonza'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. Lonza acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

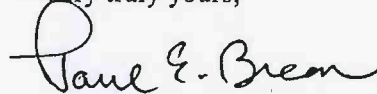
Page Three

April 21, 2021

**Re: Right of Entry — 30 Corporate Drive, Pease International Tradeport,
Portsmouth, NH**

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

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 26 day of April, 2021.

Lonza Biologics Inc.

By: Mark S Caswell

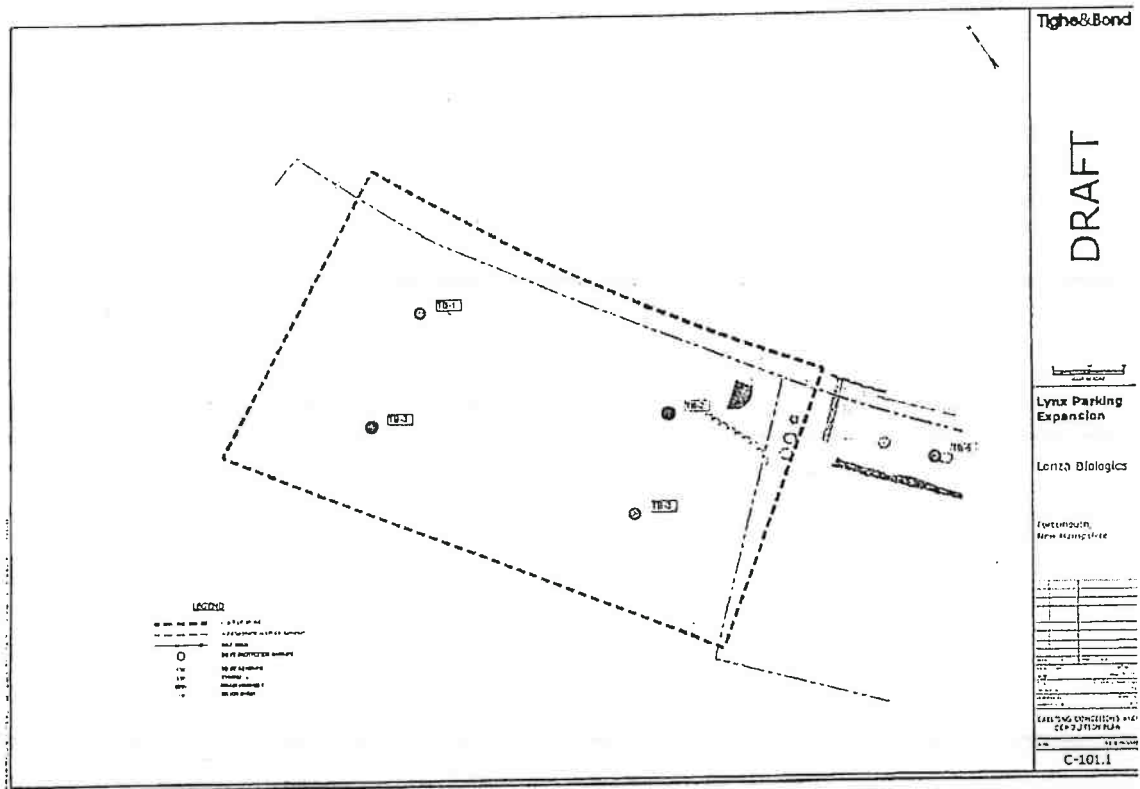
Print Name: Mark S Caswell

Its Duly Authorized: _____

Page Four
April 21, 2020

Re: Right of Entry — 30 Corporate Drive, Pease International Tradeport,
Portsmouth, NH

EXHIBIT "A"
PREMISES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Conner Strong & Buckelew... CONTACT NAME: Kayla Cecchine... INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company... INSURER B: Ace Fire Underwriters Insurance Company... INSURER C: ACE American Insurance Company... INSURER D: Indemnity Ins Co of North America... INSURER E: ... INSURER F: ...

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL/SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Workers Compensation, etc.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: 30 Corporate Drive Right of Entry Agreement

Pease Development Authority is an Additional Insured on the above referenced Commercial General Liability and Commercial Auto Liability Policies if required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER: Pease Development Authority... 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: W. Michael Tagwood

DESCRIPTIONS (Continued from Page 1)

30 days notice of cancellation, except for 10 days non-payment of premium, will be provided in accordance with policy terms and conditions.

May 4, 2021

Via Email: briancoughlin@hotmail.com

Brian Coughlin, Producer
1895 Films
23480 Park Sorrento Suite 109A
Calabasas, CA 91302

**Re: Right of Entry
Portsmouth International Airport at Pease, Portsmouth, NH**

Dear Mr. Coughlin:

This Right of Entry will authorize 1895 Films ("1895") and/or any of its agents to enter upon certain property at the Portsmouth International Airport at Pease / Pease Development Authority ("Premises"), only where authorized and escorted by Pease Development Authority Airport staff, and shall be valid from May 5, 2021 through May 6, 2021 for the purpose of photographing and recording certain scenes in connection with a program tentatively titled "**Shock Docs: The Abduction of Betty and Barney Hill**" (the "Program"), at its sole risk, and for no other use without the express written consent of the Pease Development Authority ("PDA"). The use and occupation of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to such rules and regulations as the PDA may prescribe from time to time, and (d) shall not interfere with Airport operations. This Right of Entry shall terminate on May 6, 2021.

1. 1895 understands and acknowledges that this Right of Entry; (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by the PDA or terminated at will, and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance, and shall not cause disruption to other Airport activities.

2. 1895's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any

May 4, 2021

Page Two

Re: **Right of Entry**

Portsmouth International Airport at Pease, Portsmouth, NH

of the authorities granted herein. 1895 expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of 1895's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. 1895 further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of 1895's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of 1895's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

4. 1895, and any agent or contractor of 1895, providing PDA with satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as additional insured. 1895 and any agent or contractor of 1895 providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00, and workers' compensation coverage to statutory limits.

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of 1895 which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA; (iii) provide that the insurer shall have no right of subrogation against the PDA; and (iv) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

5. 1895 understands and acknowledges that it shall coordinate all activities on the Premises pursuant to this Right of Entry with the PDA Airport Management Department for its use of and access to the Premises. Furthermore, 1895 understands and acknowledges that it and/or its agents may need to undergo security checkpoints in order to access some or all areas of the Premises required for activities undertaken pursuant to the Right of Entry, and that it shall abide by all requests of the PDA Airport Management Department concerning its use of the Premises.

6. 1895 agrees to provide, within 30 days of the date of filing, the PDA with no less than five (5) minutes of usable film/digital footage if the Airport from the shoot, suitable for PDA's perpetual and unlimited use in its social media and other promotional efforts, as consideration for the rights granted to it under this Right of Entry. Additionally, an acknowledgement of the use of the Portsmouth International Airport at Pease shall be included in the closing credits at the conclusion of the Program.

7. 1895's 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.

May 4, 2021

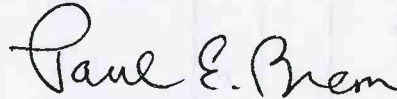
Page Four

Re: **Right of Entry**
Portsmouth International Airport at Pease, Portsmouth, NH

8. 1895 will at all times during the existence of this Right of Entry, promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, regulations and standards, and in particular those provisions concerning the use of the Airport facility.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the 1895 to the terms of this Right of Entry and return the same to me, along with the required insurance certificate, before any work under this Right of Entry may begin.

Sincerely,



Paul E. Brean
Executive Director

Agreed and accepted this 4 day of MAY, 2021

1895 Films

By: 

Duly Authorized

Printed Name: ROBERT KIRK

Title: SUPERVISING PRODUCER

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance
Chasen Congreves, Manager of Airport Administration

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
5/5/2021

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 Aon/Albert G. Ruben Co. of NY, Inc. 171 Madison Avenue, Suite 401 New York, NY 10016	Contact Name: James Pedrick Phone: 212-337-4356	Jesse Brown 212-463-5587
	Insurer's Affording Coverage	
INSURED 1895 Films 28180 Rey De Copas Ln. Malibu, CA 90265	INSURER A: Great Divide Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	CNA7503824	05/01/21	05/01/22	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							MEDICAL EXPENSE	Excluded
A	AUTO LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> <input checked="" type="checkbox"/> AUTO PHYS. DAM. ** <input type="checkbox"/>		X	CNA7503824	05/01/21	05/01/22	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							AUTO PHYSICAL DAMAGE	\$1,000,000
A	<input checked="" type="checkbox"/> Umbrella Liab <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Excess Liab <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE		X	CUA7503825	05/01/21	05/01/22	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT COVERED HEREUNDER			WC Statutory Limits	Other
							E.L. Each Accident	\$
							E.L. Disease - EA Employee	\$
							E.L. Disease - Policy Limit	\$
A	WORLDWIDE PRODUCTION PACKAGE MISCELLANEOUS EQUIPMENT* PROPERTY OF OTHERS PROPS, SETS & WARDROBE			CNA7503824	05/01/21	05/01/22	LIMIT	DEDUCTIBLE
							\$3,000,000	\$2,500
							\$5,000,000	\$2,500
							\$3,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Discovery Networks - Travel Channel - American Abduction
 Certificate Holder is Additional Insured (by "Blanket" Endorsement) under General/Auto Liability and 1895 Films' insurance is primary and non-contributory to the Pease Development Authority's insurance as required by written contract. Certificate Holder is Loss Payee with regard to Production Package. All coverage is subject to terms and conditions of policies of insurance. This Certificate does not amend, extend or alter the coverage afforded by the policies above.

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 Aon/Albert G. Ruben Insurance Services, Inc.
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LOCATION AGREEMENT

DATE: **May 5, 2021**

NAME: **Pease Development Authority** ("Owner")

ADDRESS: **55 International Drive, Portsmouth, NH 03801**

PHONE: **603-433-6088**

EMAIL:

1. Owner hereby grants to **1895 FILMS** ("Producer") and **DISCOVERY COMMUNICATIONS, LLC** ("DCL") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at **Portsmouth International Airport at Pease** (the "Property") for the purpose of photographing and recording certain scenes in connection with a program tentatively titled "**Shock Docs: The Abduction of Betty and Barney Hill**" (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. Owner hereby grants to Producer and/or DCL the right to initially enter and use the Property on the days and hours as stated below (the "Filming Date"). Owner acknowledges that the Filming Date may be approximate. Owner shall not unreasonably withhold or delay its consent to any additional changes to the Filming Date set forth below.

Date(s): **Wednesday, May 5, 2021**

Hour(s): **4:00 p.m. through 7:00 p.m.**

2. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials." Owner acknowledges that Producer and/or DCL shall own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials which shall be and remain vested in Producer and/or DCL. Producer and/or DCL shall have the irrevocable right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media (now known or hereafter invented) in connection with the Program, DCL or otherwise, including without limitation, for advertising and promotional purposes. Notwithstanding Producer's and/or DCL's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Owner shall retain ownership of all Owner's trademarks and logos ("Owner's Marks") as may be incorporated in the Materials. Producer and/or DCL may use Owner's Marks either orally and/or visually in and in connection with the Materials, the Program and in connection with the distribution, exhibition, advertising and exploitation of the Program, by any means or media (now known or hereafter invented) in perpetuity, throughout the world. Neither Owner nor Owner's representatives shall use Producer's and/or DCL's or any of DCL's affiliated companies' names, logos, trademarks or other proprietary marks in any manner without Producer's and/or DCL's prior written approval.

3. Producer and/or DCL may place all necessary facilities and equipment on the Property and agree to remove the same after completion of its use and leave the Property in as good of condition as when entered upon by Producer. Owner shall not unreasonably withhold its consent to Producer if Producer needs to make minor, temporary changes to the Property for purposes of photographing and recording the Materials, including without limitation, placing filming signage on the Property, provided that Producer restores the Property in accordance with the provisions of this subsection. Producer and/or DCL will use reasonable care to prevent damage to the Property and will indemnify Owner, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer and/or DCL's part in connection with Producer and/or DCL's use of the Property.

4. **OMITTED**

5. Producer and/or DCL may at any time elect not to use the Property by giving Owner written notice of such election, in which case, neither party shall have any obligation hereunder. Owner further acknowledges that Producer and/or DCL is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

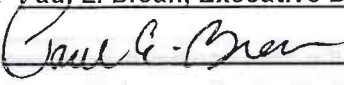
6. Owner acknowledges that Producer and/or DCL is photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that (a) the undersigned has all rights and authority to enter into this Location Agreement and to grant the rights granted hereunder and that no other authorization is necessary to enable Producer and/or DCL to use the Property for the purpose herein contemplated

7. OMITTED

8. This Location Agreement is subject and subordinate to the Right of Entry dated May 4, 2021, issued by the Owner to 1895 Films. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon Owner, and Owner's, successors, parents, licensees and representatives. Termination of this Location Agreement, for any reason, shall not affect Producer's and/or DCL's rights in the Materials. This paragraph shall survive the termination or the expiration of this Location Agreement. Producer and/or DCL may assign its rights in the Materials and/or Program, in whole or in part, to any individual or entity, without restriction.

ACCEPTED AND AGREED TO BY OWNER:

PRINT NAME: Paul E. Brean, Executive Director

SIGNATURE: 

DATE: May 5, 2021

May 10, 2021

VIA E-Mail: sweeneyt@unitil.com

Tracey Sweeney, LLS/PLS - Sr. Land Agent
Unitil
6 Liberty Lane West
Hampton, NH 03843

Re: Right of Entry — Spaulding Turnpike / Pease Boulevard, Portsmouth, NH

Dear Mr. Sweeney:

This letter will authorize Unitil and/or its agents and contractors to enter upon a parcel of land located off of Corporate Drive, as shown on the attached Exhibit A (the "Premises"), for the period beginning May 12, 2021 through July 30, 2021, for survey / site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. This Right of Entry will expire at the close of business on July 30, 2021, unless otherwise extended an additional thirty (30) days by written agreement of Unitil and the Pease Development Authority ("PDA").

This authorization is conditioned upon the following:

1. Unitil providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises;
2. Unitil's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. Unitil expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or

Page Two
May 10, 2021

Re: Right of Entry – Spaulding Turnpike / Pease Boulevard, Portsmouth, NH

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

3. Unitil and any agent or contractor of Unitil 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. Unitil and any agent or contractor of Unitil providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain (i) an agreement by Unitil that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA, (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributing with respect to any insurance carried by PDA.

4. Unitil obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings, or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department. No trees or vegetation may be cut without written permission from the PDA.

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

6. Unitil'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. Unitil acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

Page Three
May 10, 2021

Re: **Right of Entry – Spaulding Turnpike / Pease Boulevard, Portsmouth, NH**

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

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this ____ day of _____, 2021.

Unitil

By: _____
Print Name: _____
Its Duly Authorized: _____

Page Four

May 10, 2021

Re: Right of Entry – Spaulding Turnpike / Pease Boulevard, Portsmouth, NH

EXHIBIT "A"

PREMISES



Exhibit Depicting Potential Easement Area for Unitil

DESIGNED BY: MRM DATE: 4/25/21 SCALE: NTS



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

May 10, 2021

Via email: rbrown@aeroclave.com

Ronald D. Brown, MD
CEO and Managing Partner
AeroClave LLC
4001 Forsyth Road
Winter Park, FL 32792

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

Dear Dr. Brown:

This letter serves to amend the Right of Entry ("RoE") between Pease Development Authority and AeroClave LLC dated October 28, 2020, by extending the term of the RoE to June 10, 2021. All other provisions of the Right of Entry remain in full force and effect.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Paul E. Brean
Executive Director

Agreed and accepted this ____ day of May, 2021.

AeroClave LLC

Ronald D. Brown, MD
CEO and Managing Partner, AeroClave, LLC

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Chasen Congreves, Manager of Airport Administration

P:\ROE\AeroClave LLC\tr re-extension to 6-10-2021 (Hangar 227).docx

May 1, 2021

Chief Mark Newport
Portsmouth Police Department
3 Junkins Avenue
Portsmouth, NH 03801

**Re: Right of Entry - North Apron
Pease International Tradeport, Portsmouth, NH**

Dear Chief Newport:

This Right of Entry will authorize the City of Portsmouth Police Department ("COPPD") to enter upon a portion of the above referenced Premises (see Exhibit A) for the purpose of conducting, at its sole risk, an emergency vehicle operator's training course and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall be valid through from September 15, 2021 through October 1, 2021 provided that COPPD has completed the Airport Security Identification Display Area ("SIDA") requirements as outlined in Paragraph 6. This Right of Entry shall terminate on October 1, 2021 (the "Term").

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

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

2. COPPD understands and acknowledges that for each specific period of use requested during the Term, COPPD shall coordinate with and shall obtain prior approval from the Pease Development Authority Airport Management Department for use of the Premises. Authorization to use the Premises shall be granted on a "first come first served" basis.

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

Chief Mark Newport
Portsmouth Police Department
May 1, 2021
Page 2

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

4. To the extent caused by the negligence of COPPD, COPPD's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and bodily 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. COPPD expressly waives all claims against the Pease Development Authority for any such loss, damage, bodily injury or death caused by or occurring as a consequence of COPPD's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. COPPD further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorneys' fees arising out of COPPD's use of the Premises or any activities conducted or undertaken by it in connection with or pursuant to this authorization subject, however, to the extent of available insurance coverage afforded to the COPPD.

5. COPPD, expressly waives all claims against PDA for any such loss, damage, bodily injury or death caused by or occurring as a consequence of COPPD's possession and/or use of the Premises or the conduct of activities or the performance of responsibilities by it under this Right of Entry.

6. Notwithstanding the preceding provisions of set forth in Sections 4 and 5, COPPD shall be under no obligation to PDA in respect to such matters described above in existence prior to the effective date of this ROE or caused by the negligence of PDA, its officers, agents or employees.

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

Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain (i) a provision that no act or omission of any employee, officer or agent of the COPPD, 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,

Chief Mark Newport
Portsmouth Police Department
May 1, 2021
Page 3

(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 coverage required to be carried by COPPD shall be primary and non-contributory with respect to any liability coverage carried by the Pease Development Authority.

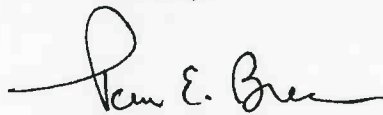
8. COPPD covenants and agrees that at no time during the use of the North Apron shall any training be performed within 200 feet of the area utilized by the National Guard.

9. COPPD hereby acknowledges that vehicles transiting Flight Line Road from Gate 13 and proceeding to the North Ramp shall pass through property under the control of the New Hampshire Air National Guard ("NHANG Cantonment Area"). The COPPD hereby acknowledges and agrees for itself, its contractors, agents, servants and invitees that vehicle trips through the NHANG Cantonment Area shall be as limited in number as is reasonably possible, shall observe the 15 MPH speed limit, and shall be made in vehicles which are lighted and marked as required in the sole discretion of the PDA Airport Operations Manager.

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

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

Sincerely,

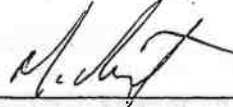


Paul E. Brean
Executive Director

Chief Mark Newport
Portsmouth Police Department
May 1, 2021
Page 4

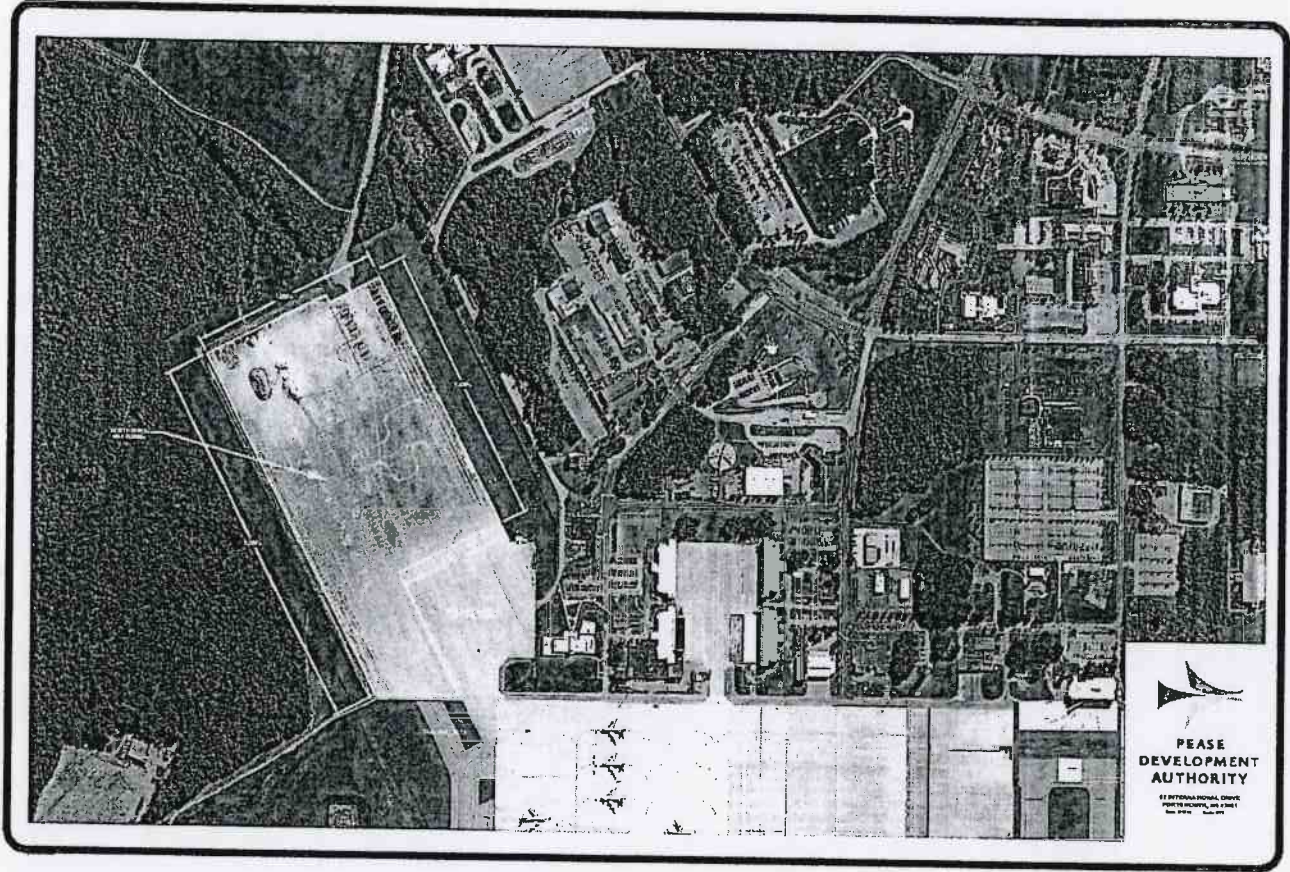
Agreed and accepted this 29 day of April, 2021

Portsmouth Police Department

By: 
Duly Authorized
Print Name: Mark Newport
Title: Chief of Police

cc: Anthony I Blenkinsop, Deputy Director / General Counsel

EXHIBIT A
PREMISES



LINCOLN PROPERTY COMPANY

May 11, 2021

Ms. Lynn Marie Hinchee
Pease Development Authority
55 International Avenue
Portsmouth, NH 03801

lynn@peasedev.org

RE: Lonza Biologics, Inc., Building A
101 International Drive, Portsmouth, NH

Dear Ms. Hinchee:

In accordance with your request, we are submitting the following proposal to provide appraisal services to the Pease Development Authority for the above referenced property.

Property: Lonza Biologics, Inc., Building A, which is a 78,033± square foot, three-level, manufacturing building with specialized finishes and heavy utilities that is part of a larger manufacturing complex and is located in the Pease International Tradeport.

Client/Intended User: The client and intended user of the report is Pease Development Authority.

Assignment: Lincoln Property Company will complete a comprehensive appraisal considering all appropriate approaches to value. This report will be completed in accordance with the 2020/2021 version of USPAP. The results of our investigation and analysis will be presented in a narrative style appraisal report with sufficient data and analysis to allow the reader to understand the valuation process and value conclusions. The appraisal will include our opinions of both the fair market value and fair market of the property as per the requirements of Section 4.5 of the sublease.

Lincoln Property Company
53 State Street, 8th Floor
Boston, MA 02109
(617) 951-4100 Tel
(617) 737-3315 Fax

The sublease requires that the value be based on the allowed uses under the sublease and exclude the value of all machinery, equipment and furnishings which do not constitute building fixtures. The facility value and fee (rent), unless there is lease language to the contrary, will be based on the value and rent for similar age facilities with similar utility without Lonza's specialized processing equipment. The value conclusions will need to be adjusted for the ground lease payment which is separate from the facility fee (rent). Additionally, the value conclusions may require an adjustment for parking, as it is my understanding that Lonza pays a separate ground rent for the parking land and owns the garage improvements.

Licensing: My New Hampshire appraisal license is currently expired. My understanding is that New Hampshire is not a mandatory licensing state. I might renew this license or be assisted by my associate, Donald P. Bouchard, MAI, who is currently licensed in New Hampshire and may assist me in this assignment.

Administrative Review: The work product and report is governed by the rules of the Appraisal Institute and possibly the State of New Hampshire appraisal licensing laws, and may be subject to a confidential compliance review.

Limiting Conditions: The work will be subject to our standard limiting conditions and assumptions, which are attached for your review (Attachment A). Special limiting conditions and assumptions are not anticipated at this time. A standard certification page is attached for your review (Attachment B).

Fee: \$12,500

The fee for any work after completion of the report, including any litigation or court testimony that might arise, is \$475 per hour for both Steven R. Foster and Donald P. Bouchard.

Completion: July 10, 2021

I appreciate the opportunity to submit this proposal. If this is acceptable, please sign and return a copy of this letter as our authorization to proceed.

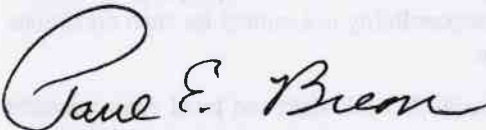
Sincerely,

LPC COMMERCIAL SERVICES, INC.



Steven R. Foster, MAI
Senior Vice President

Agreed and accepted:



Lynn Marie Hinchee **PAUL E. BRENNAN, EXECUTIVE DIRECTOR**
Pease Development Authority

APPENDIX A

Appraiser's Report- Typical General Assumptions and Limiting Conditions

- (1) The legal description of the property contained in this report is assumed to be correct. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. The sketches contained in this report may not have been completed by an engineer and are they are only included to assist the reader in visualizing the property. Under no circumstances should exhibits in this report be used for conveyancing purposes.
- (2) No title search was completed in connection with this appraisal report. Therefore, no responsibility is assumed for matters of a legal nature affecting title to the property, nor is an opinion of title rendered in this report. The title is assumed to be good and merchantable.
- (3) Information furnished by others from written documents or oral representations is assumed to be true, factually correct and reliable unless circumstances indicate otherwise. A reasonable effort has been made to verify such information, but no responsibility for its accuracy is assumed by the appraiser for matters beyond his control.
- (4) All mortgages, liens, and encumbrances have been disregarded unless so specified within this report. The property is appraised as though under responsible ownership and competent management. It is assumed in this report that there are no hidden or non-apparent conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
- (5) It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is noted.
- (6) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
- (7) It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- (8) It is assumed that the utilization of the land and the improvements is within the leased boundaries or property lines of the property being described and there is no encroachment or trespassing unless noted within this report.
- (9) The appraiser will not be required to give testimony or appear in court solely because of having made this appraisal. Services rendered after the completion of the appraisal are payable at an hourly rate agreed to by the client and the appraiser.
- (10) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with the proper written qualifications and only in its entirety.
- (11) The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocation of land and improvement in value must not be used in conjunction with any other appraisal and is invalid if so used.

- (12) Neither all nor any part of the contents of this report or copy thereof shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
- (13) The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made, nor am I qualified to conduct, a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Because I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
- (14) I have assumed that there is no hazardous waste or **materials contaminating** the subject land or improvements. I am not qualified to detect such **substances**. I **(have/have not)** reviewed an environmental assessment of the property. I have no reason to believe that there may be contamination present. Owners, lenders or potential buyers are advised to have an independent study performed by a qualified engineering firm to determine the presence of any such materials.

APPENDIX B

Typical Certification

I certify that, to the best of my knowledge and belief:

- (1) The statements of fact contained in this report are true and correct.
- (2) The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- (3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- (4) I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- (5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- (6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- (7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- (8) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- (9) I have made a personal inspection of the property that is the subject of this report.
- (10) No one provided significant real property appraisal assistance to the person signing this certification.
- (11) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- (12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- (13) As of the date of this report, Steven R. Foster, MAI, has completed the continuing education program of the Appraisal Institute.

Appraiser's Name and License

MOTION

Director Fournier:

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 Restaurant, Inc., d/b/a Grill 28 to extend the term of the agreement to October 31, 2023; all in accordance with the memo from Executive Director Paul E. Brean dated May 11, 2021, and attached hereto.

NOTE: Roll Call Vote Required.

MEMORANDUM

To: PDA Board of Directors *PEB*

From: Paul E. Brean, Executive Director

Date: May 11, 2021

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 five times. In 2020, via Amendment 5, the PDA Board approved a one year extension due to the impact of COVID-19, which expires on October 30, 2021.

In 1991 when the Pease Golf Course opened, food and beverage was managed by a full time PDA Food and Beverage Manager, and all the support staff were PDA employees. Food service was limited to take-away cold sandwiches and a 12 seat full liquor bar. The majority of large golf tournaments and event functions hired its own external caterers to provide for participants due to limited space and equipment onsite. In 1996 the decision was made to contract out the food and beverage operation and a formal request for proposal (“RFP”) for concession services was bid. The concession contract and construction of a new clubhouse in 2010 has produced a successful food and beverage program that currently consists of year round full service dining, take-out and function facilities.

As a result of the RFP, a Food and Beverage Service Concession Agreement was executed with Galley Hatch Catering Services, Inc. (“GHC”) to provide daily food and beverage operations and serve as the exclusive caterer for all event functions held at the course. The concession contract was bid again in 2009 and GHC was awarded the contract a second time. On March 14, 2012 by virtue of an assignment Galley Hatch Restaurant, Inc., d/b/a Grill 28 (“GHR”) assumed the Food and Beverage Service Concession Agreement from GHC. The contract was extended in 2013 when the PDA Board approved a 5 year contract with two (2) one year options. Both the options in this contract were executed and the agreement is currently in an approved extension year related to the impact of COVID-19 in 2020-2021. Under the agreement, the PDA is currently paid 17% of gross sales. The PDA has been pleased with GHR’s operation of Grill 28 and has recognized a 55% growth in food and beverage revenue since 2013. Most recently, PDA is grateful for GHR’s resilient business model that has allowed Grill 28 to remain operational during the pandemic and provide valuable non-aeronautical revenue to the airport.

In addition to the successful operation of Grill 28, discussions commenced in 2019 / 2020 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 (subject to PDA Board approval). The arrival of the COVID-19 pandemic in March of 2020, and the resulting stay at home orders and closure of businesses delayed the anticipated advancement of those discussions. However, as we move beyond the pandemic, we believe those discussions will begin again in earnest.

With the foregoing in mind, PDA and GHR have discussed a two (2) 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 and allow for the continued successful operation of Grill 28 for another two years.

As such, at the May 20, 2021, 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, 2023, all other terms and conditions to remain the same.

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves the attached concept plan and lot line adjustment plan for Lonza Biologics, Inc. ("Lonza"), for a 200 space surface parking lot on 2.5 acres of land at 30 Corporate Drive; all in accordance with the terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager - Engineering, dated May 12, 2021, attached hereto.

NOTE: Roll Call Vote Required.



MEMORANDUM

To: Paul E Brean, Executive Director *Paul*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: May 12, 2021
Subject: Lonza Parking for Lynx Project

Lonza is preparing to fit up a remaining area of its "shell" building constructed in 2007. To support the employees who will be hired to work in the new manufacturing suite (called the Lynx project), Lonza is requesting approval to construct a 200 space surface parking lot on a site adjacent to its parking garage at the corner of Goose Bay Drive and Corporate Drive. There are a number of components to consider when evaluating this request.

Subdivision/Lot Line Change

This Lynx parking site, consisting of approximately 2.6 acres, is not a part of Lonza's current leasehold, nor is it part of the expanded parcel that will include the "iron parcel" at 70/80 Corporate Drive. Lonza is seeking to add 2.6 acres to the 43.4 acre expanded lot, which staff believes is the appropriate way to deal with this request for additional land. In total Lonza's leased parcel would be approximately 46 acres. A Subdivision/Lot Line application and approval would be required.

General Description

The proposed parking lot would be accessed via a 22 space lot to be constructed concurrently (these spaces were previously approved by the Board and the Portsmouth Planning Board) and there would be a single exit point onto what would become a private portion of Goose Bay Drive. Due to site topography, a retaining wall would be needed at the rear of the lot. The retaining wall would be 15 feet tall starting at the corner near Lonza's parking garage and would taper to about 4 feet at the north end of the wall and about 3 feet at the east end. A substantial amount of clearing and excavation will be required. In general, the layout has adequate space for parking, pedestrian and traffic circulation, snow storage, and landscaping requirements.

Stormwater Treatment

Lonza will be providing advanced stormwater treatment for all of the proposed paved surfaces plus an equivalent area of existing paved surfaces. PDA has imposed this requirement to treat existing paved surfaces as part of our effort to improve stormwater runoff quality¹.

Wetland Impacts

The parking lot construction would require the filling of approximately 4,035 square feet of wetland. The wetland is a drainage ditch that collects runoff from the parking lot of the PDA headquarters office. The runoff currently discharges, untreated², into the stormwater collection system. As part of

this development, Lonza is proposing to treat the stormwater that now flows through the ditch. Lonza is offering this mitigation notwithstanding the expectation that DES will not require mitigation for this size and quality wetland.

Typically, a request to impact a wetland is accompanied by a request to impact a wetland buffer. In this case, the wetland buffer ordinance does not apply because the wetland area is less than the established one-quarter acre minimum. No conditional use permit is needed.

Excess Soils

Absent any State PFAS soil standards, we have recommended that developers not export excess soils, but incorporate them into the site grading. We believe the 25 acre iron parcel development will provide ample space to use these soils even though a specific grading plan incorporating the waste soil has not yet been developed.

Traffic

It is clear that the traffic and parking numbers that were submitted and accepted at the time that the shell building project was permitted (ca. 2006) have changed. During the approval process for the proposed iron parcel development, Lonza provided an evaluation stating that the existing road networks had sufficient capacity to support an additional 1020 employees. Nonetheless, the approval stipulated that Lonza needs to conduct an additional traffic study after the Phase 1 iron parcel development is completed. Lonza is now proposing that the 250 employees contemplated to be added for the Lynx project can, for now, be subtracted from the iron parcel project with the results being taken into account during the forthcoming additional traffic study. Staff believes this approach has merit provided that the follow up work is conducted. This can be further reviewed and made a condition of any Planning Board approval for the Lynx parking.

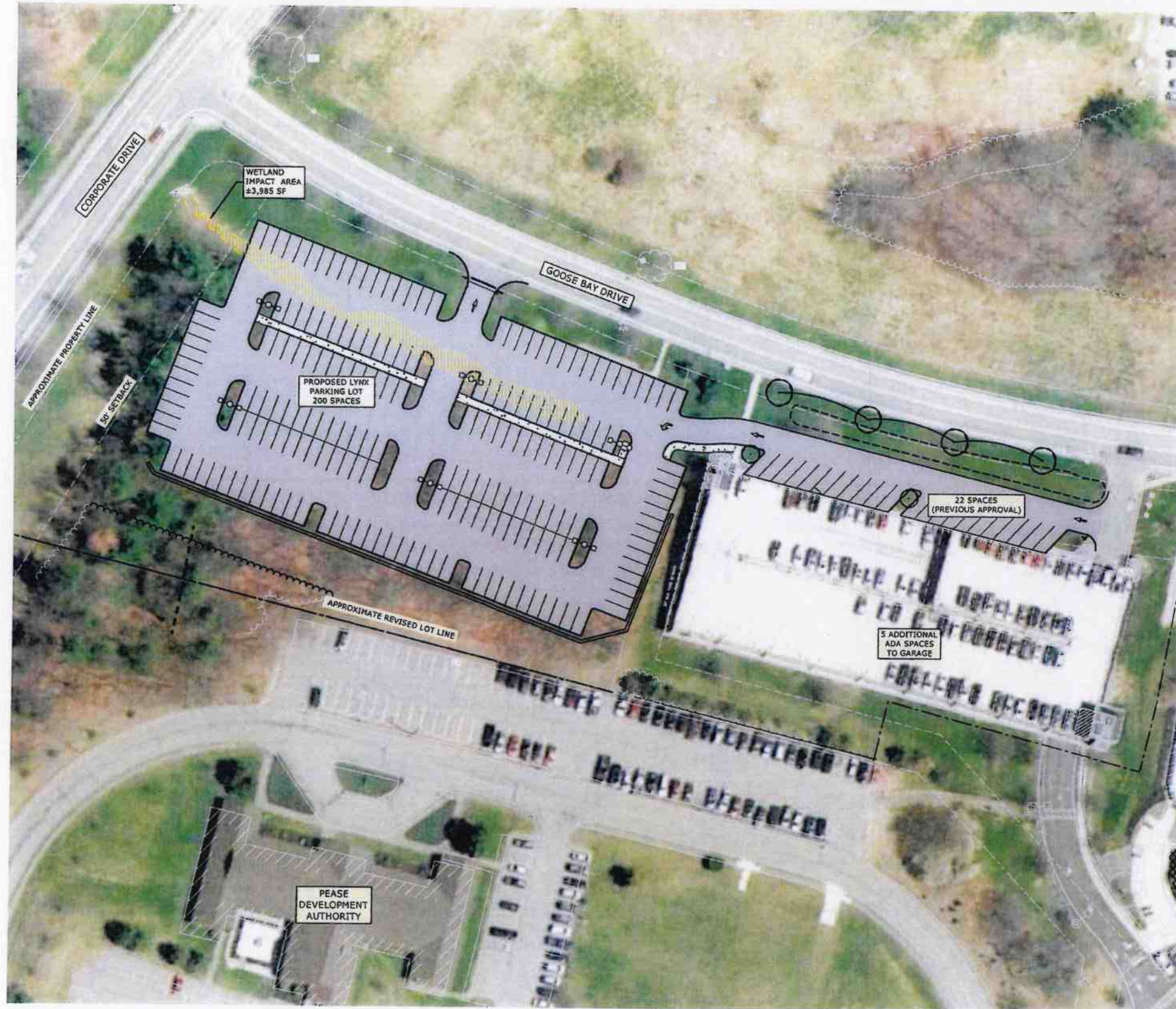
The next step in advancing the Lynx project parking is securing PDA Board conceptual approval. If this approval is granted, Lonza would develop more detailed plans to be submitted with site review and subdivision/lot line change applications to the Portsmouth Planning Board. Lonza would also submit the requisite wetland permit application to NHDES. Ultimately, completion of the new Lonza lease over the coming months would provide Lonza with the leasehold interest in the iron parcel and the additional 2.6 acres discussed herein.

Please seek PDA Board approval of Lonza's concept plan to construct a 200 space surface parking lot as generally shown on the attached drawings and described in this memo.

¹ The requirement to provide advanced treatment for existing impervious surfaces is being applied when the proposed new impervious surfaces are used for parking or traffic circulation. Where this requirement is applicable, the area of existing impervious surface subject to advanced treatment will be at least equal in size to the area of the proposed new impervious surfaces.

² The stormwater is treated to the extent that it flows through a vegetated swale. This type of treatment does not meet AoT standards and is not considered advanced treatment.

LYNX PARKING EXPANSION LONZA BIOLOGICS PORTSMOUTH, NEW HAMPSHIRE SITE LAYOUT CONCEPT



SITE DATA BLOCK

LESSOR: PEASE DEVELOPMENT AUTHORITY
55 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801

APPLICANT: LONZA BIOLOGICS, INC.
101 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801

LOCATION: 101 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801
MAP 305 LOT 6

55 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801
MAP 305 LOT 7

ZONING DISTRICT: AIRPORT BUSINESS AND COMMERCIAL ZONE (ABC)
PROPOSED USES: OFFICE/MANUFACTURING/RESEARCH AND DEVELOPMENT

DEVELOPMENT STANDARDS

AREA, YARD, AND HEIGHT REQUIREMENTS	REQUIRED/ALLOWED	PROPOSED/PROVIDED
MINIMUM LOT AREA	5 ACRES	19.4 ACRES
MINIMUM LOT FRONTAGE	200 FEET	1036 FEET
MINIMUM FRONT YARD	70 FEET	118+ FEET
MINIMUM SIDE YARD	30 FEET	30± FEET (EXISTING)
MINIMUM REAR YARD	50 FEET	50± FEET (EXISTING)
MAXIMUM BUILDING HEIGHT	FAA CRITERIA	65 FEET
MINIMUM OPEN SPACE	25% OF LOT AREA	37.6%

OFF-STREET PARKING REQUIREMENTS:

PARKING SPACES REQUIRED:

INDUSTRIAL:	LARGEST SHIFT:	
2 SPACES PER 3 EMPLOYEES ON LARGEST SHIFT	740 EMPLOYEES	494 SPACES

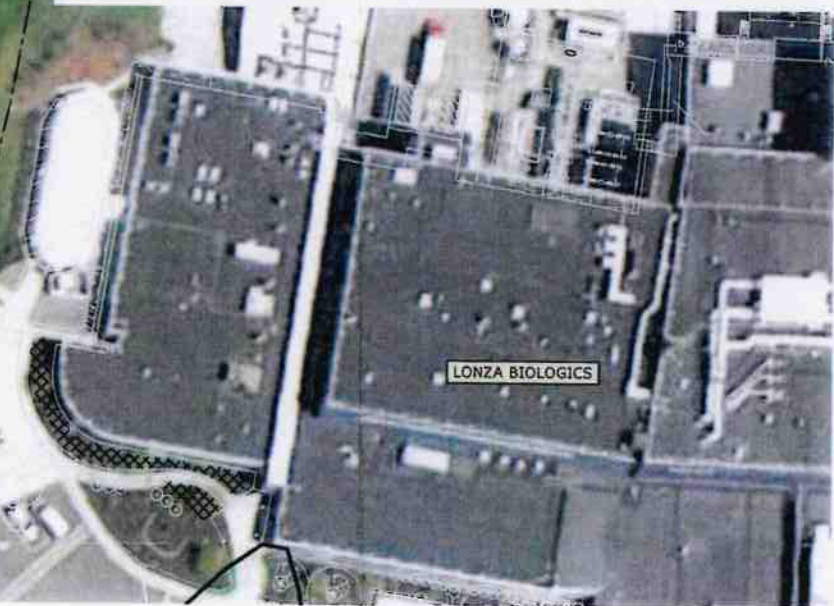
COMPANY VEHICLES:

1 SPACE PER VEHICLE	1 VEHICLE	1 SPACE
TOTAL MINIMUM PARKING SPACES REQUIRED *		495 SPACES

TOTAL PARKING SPACES PROVIDED:

TOTAL PARKING SPACES PROVIDED =	419 SPACES	(GARAGE & GARAGE OVERFLOW PARKING)
	168 SPACES	(SURFACE PARKING)
	200 SPACES	(LYNX LOT)
	787 SPACES	

ADA ACCESSIBLE SPACES EXISTING = 15 SPACES
 ADA ACCESSIBLE SPACES REQUIRED = 20 SPACES (INCLUDING 4 VAN SPACES)
 ADA ACCESSIBLE SPACES PROPOSED = 20 SPACES (INCLUDING 6 VAN SPACES)



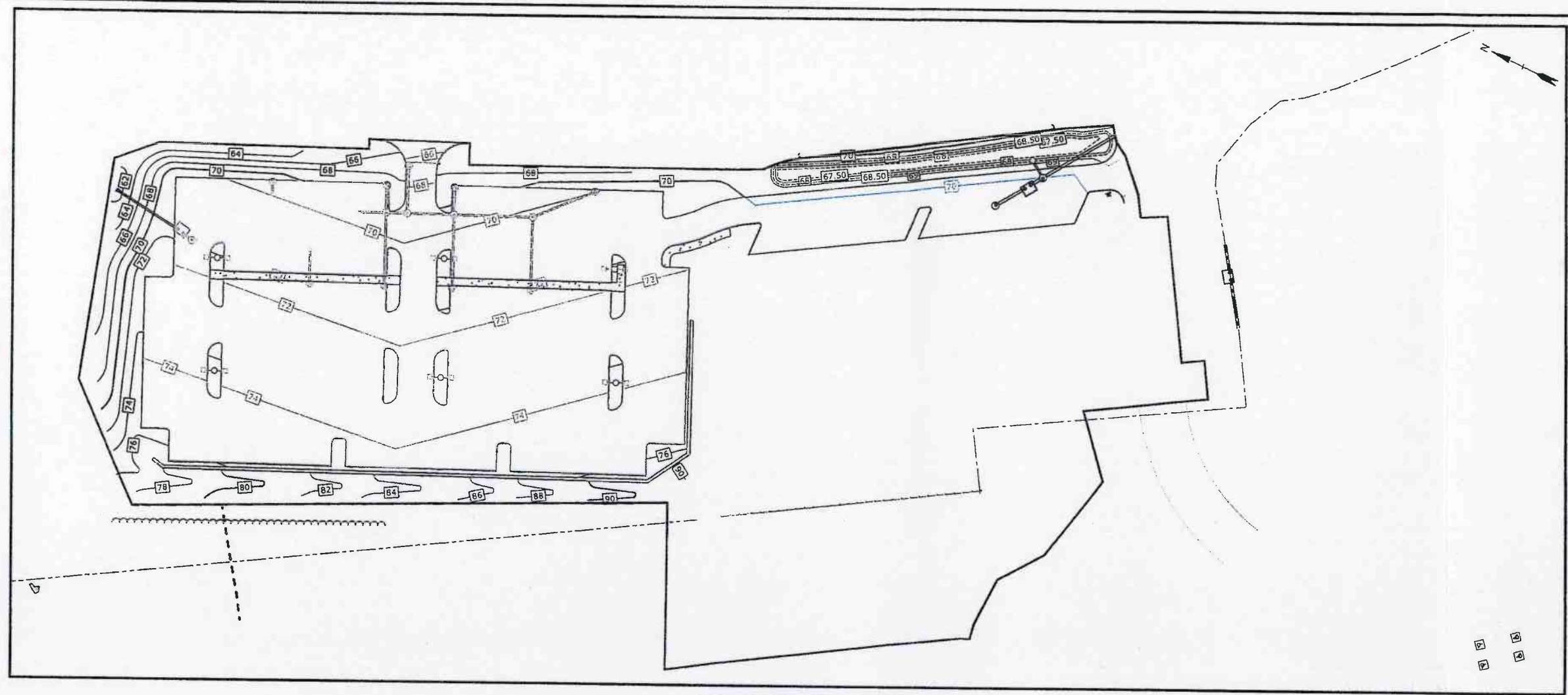
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DRAFT

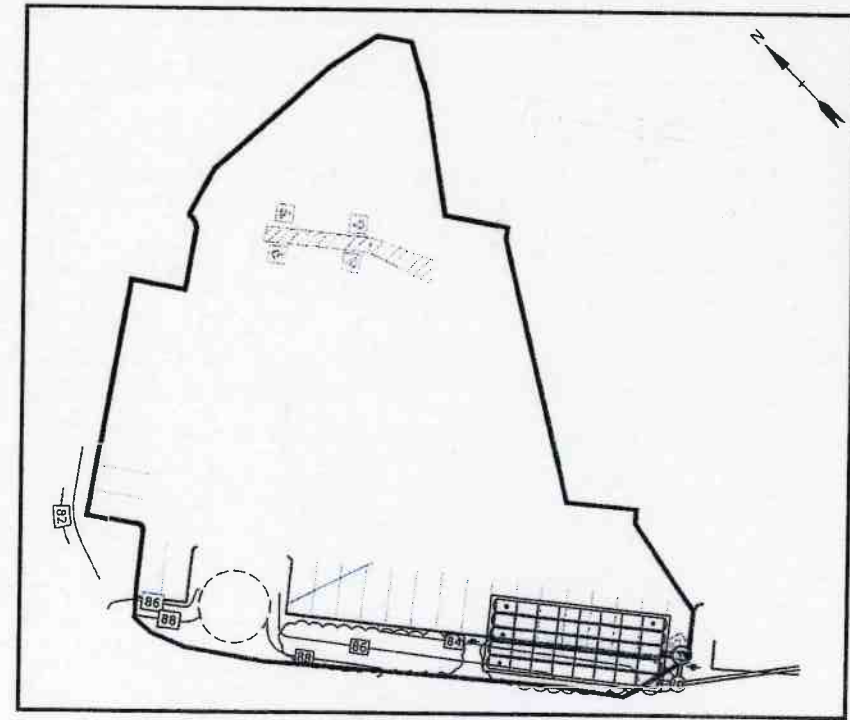
Lynx Parking Expansion

Lonza Biologics

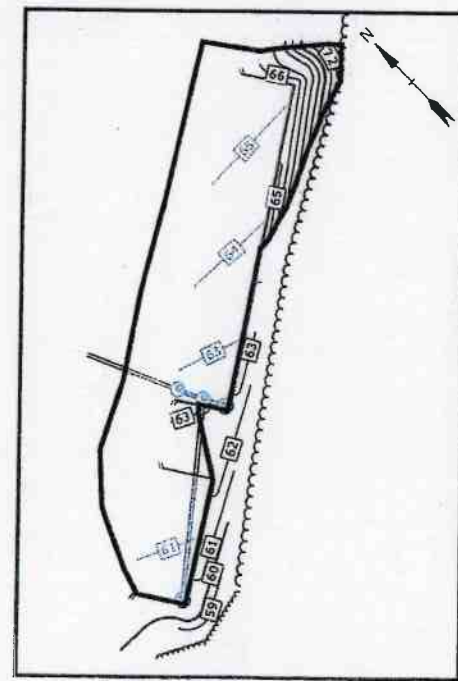
Portsmouth, New Hampshire



PROPOSED NORTHERN PARKING EXPANSION
SCALE: 1"=40'



PREVIOUSLY APPROVED WESTERN PARKING EXPANSION
SCALE: 1"=30'



PREVIOUSLY APPROVED EASTERN PARKING EXPANSION
SCALE: 1"=30'

TREATED IMPERVIOUS SURFACE REQUIREMENTS:

<u>REQUIRED:</u>	
2020 APPROVED PARKING EXPANSION	= 15,058 SF x 2
2021 PROPOSED LYNX PARKING EXPANSION	= 67,670 SF x 2
<u>TOTAL REQUIRED TREATED IMPERVIOUS SURFACE= 165,456 SF</u>	
<u>PROPOSED:</u>	
2020 APPROVED PARKING EXPANSION	= 15,058 SF
2021 PROPOSED LYNX PARKING EXPANSION	= 67,670 SF
<u>EXISTING TREATED IMPERVIOUS SURFACE = 83,105 SF</u>	
TOTAL	= 165,833 SF

MARK	DATE	DESCRIPTION

PROJECT NO:	L-0700-021
DATE:	May 17, 2021
FILE:	L-0700-021-C-DSGH.DWG
DRAWN BY:	CIK
CHECKED BY:	NAH/PNC
APPROVED BY:	BLM

TREATED IMPERVIOUS SURFACES EXHIBIT

SCALE: AS SHOWN

EXHIBIT 1

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 Plot Date: 5/17/2021 11:52:30 AM
 Plot Time: 11:52:30 AM
 Plot User: blm

SITE DATA BLOCK

LESSOR: PEASE DEVELOPMENT AUTHORITY
55 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801
APPLICANT: LONZA BIOLOGICS, INC.
101 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801
LOCATION: 101 INTERNATIONAL DRIVE 55 INTERNATIONAL DRIVE
PORTSMOUTH NH, 03801 PORTSMOUTH NH, 03801
MAP 305 LOT 6 MAP 305 LOT 7
ZONING DISTRICT: AIRPORT BUSINESS AND COMMERCIAL ZONE (ABC)
PROPOSED USES: OFFICE/MANUFACTURING/RESEARCH AND DEVELOPMENT

DEVELOPMENT STANDARDS

Table with 3 columns: AREA, YARD, AND HEIGHT REQUIREMENTS; REQUIRED/ALLOWED; PROPOSED/PROVIDED. Includes rows for MINIMUM LOT AREA, MINIMUM LOT FRONTAGE, MINIMUM FRONT YARD, etc.

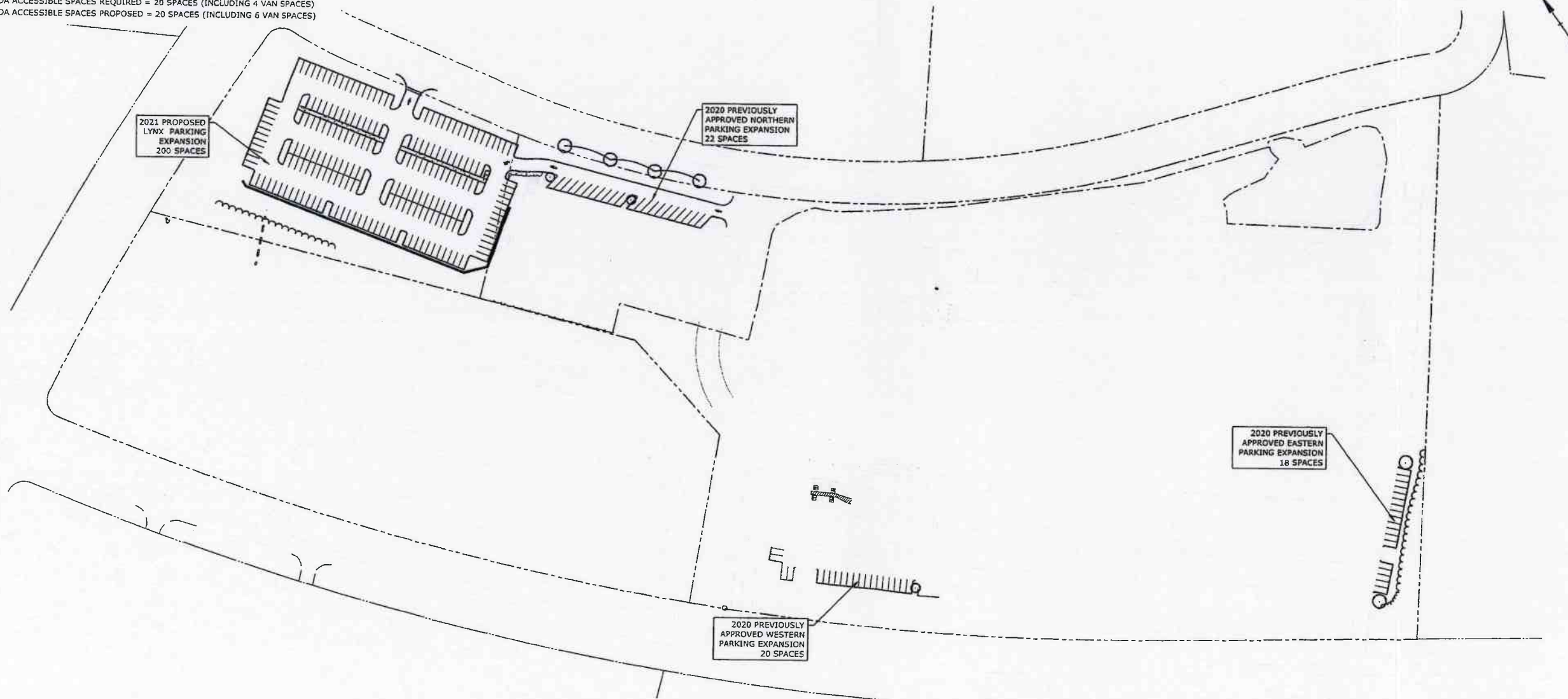
OFF-STREET PARKING REQUIREMENTS:

PARKING SPACES REQUIRED:

INDUSTRIAL:
2 SPACES PER 3 EMPLOYEES ON LARGEST SHIFT 740 EMPLOYEES 494 SPACES
COMPANY VEHICLES:
1 SPACE PER VEHICLE 1 VEHICLE 1 SPACE
TOTAL MINIMUM PARKING SPACES REQUIRED = 495 SPACES

TOTAL PARKING SPACES PROVIDED:
TOTAL PARKING SPACES PROVIDED = 419 SPACES (GARAGE & GARAGE OVERFLOW PARKING)
168 SPACES (SURFACE PARKING)
200 SPACES (LYNX LOT)
787 SPACES

ADA ACCESSIBLE SPACES EXISTING = 15 SPACES
ADA ACCESSIBLE SPACES REQUIRED = 20 SPACES (INCLUDING 4 VAN SPACES)
ADA ACCESSIBLE SPACES PROPOSED = 20 SPACES (INCLUDING 6 VAN SPACES)



Lynx Parking Expansion

Lonza Biologics

Portsmouth, New Hampshire

Table with 3 columns: MARK, DATE, DESCRIPTION. Includes project details like PROJECT NO: L-0700-021, DATE: May 17, 2021, FILE: L-0700-021-C-DSGN.DWG, DRAWN BY: BMK, CHECKED BY: NAH/PNC, APPROVED BY: BLM.

OVERALL SITE PLAN AND GENERAL NOTES

SCALE: AS SHOWN

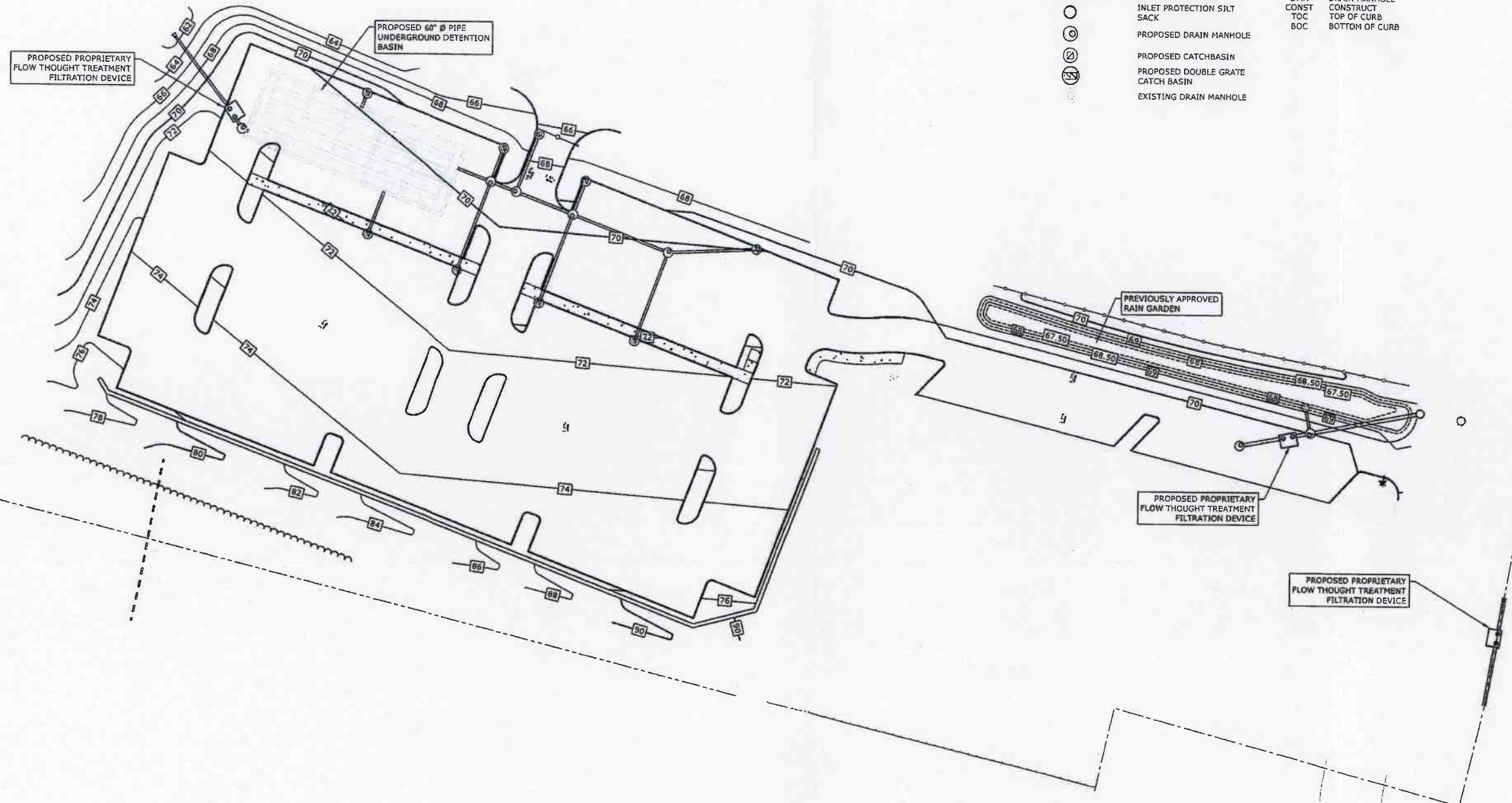
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Plot Sheet: C-102

DRAFT



LEGEND

- EXISTING WATER
- EXISTING STORM DRAIN
- EXISTING GAS
- APPROXIMATE EXISTING GAS
- EXISTING UNDERGROUND ELECTRIC
- EXISTING SEWER
- PROPOSED MAJOR CONTOUR LINE
- PROPOSED MINOR CONTOUR LINE
- PROPOSED DRAIN LINE (TYP)
- PROPOSED SILT SOCK
- INLET PROTECTION SILT SACK
- PROPOSED DRAIN MANHOLE
- PROPOSED CATCHBASIN
- PROPOSED DOUBLE GRATE CATCH BASIN
- EXISTING DRAIN MANHOLE
- EXISTING CATCH BASIN
- EXISTING SEWER MANHOLE
- EXISTING ELECTRIC MANHOLE
- EXISTING WATER VALVE
- EXISTING HYDRANT
- TYP CATCH BASIN
- CB INVERT
- DMH DRAIN MANHOLE
- CONST CONSTRUCT
- TOC TOP OF CURB
- BOC BOTTOM OF CURB



Lynx Parking Expansion

Lonza Biologics

Portsmouth, New Hampshire

MARK	DATE	DESCRIPTION
PROJECT NO:	L-0700-021	
DATE:	May 17, 2021	
FILE:	L-0700-021-C-DSGN.DWG	
DRAWN BY:	CLK	
CHECKED BY:	NAH/PMC	
APPROVED BY:	BLM	

GRADING, DRAINAGE, EROSION CONTROL, AND UTILITIES PLAN

SCALE: AS SHOWN

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SITE DATA BLOCK

LESSOR: PEASE DEVELOPMENT AUTHORITY
 55 INTERNATIONAL DRIVE
 PORTSMOUTH NH, 03801

APPLICANT: LONZA BIOLOGICS, INC.
 101 INTERNATIONAL DRIVE
 PORTSMOUTH NH, 03801

LOCATION: 101 INTERNATIONAL DRIVE 55 INTERNATIONAL DRIVE 70 & 80 CORPOR/
 PORTSMOUTH NH, 03801 PORTSMOUTH NH, 03801 PORTSMOUTH NH
 MAP 305 LOT 6 MAP 305 LOT 7 MAP 305 LOTS 18

ZONING DISTRICT: AIRPORT BUSINESS AND COMMERCIAL ZONE (ABC)
 PROPOSED USES: OFFICE/MANUFACTURING/RESEARCH AND DEVELOPMENT

DEVELOPMENT STANDARDS

AREA, YARD, AND HEIGHT REQUIREMENTS	REQUIRED/ALLOWED	PROPOSED/PROVIDED
MINIMUM LOT AREA	5 ACRES	46.02 ACRES
MINIMUM LOT FRONTAGE	200 FEET	1038 FEET
MINIMUM FRONT YARD	70 FEET	118± FEET
MINIMUM SIDE YARD	30 FEET	30± FEET (EXISTING)
MINIMUM REAR YARD	50 FEET	50± FEET (EXISTING)
MAXIMUM BUILDING HEIGHT	FAA CRITERIA	86 FEET
MINIMUM OPEN SPACE	25% OF LOT AREA	44.3%

OFF-STREET PARKING REQUIREMENTS:

PARKING SPACES REQUIRED:

INDUSTRIAL:

2 SPACES PER 3 EMPLOYEES	LARGEST SHIFT:	
ON LARGEST SHIFT	740 EMPLOYEES	494 SPACES
FUTURE EMPLOYEES	1250 EMPLOYEES	834 SPACES

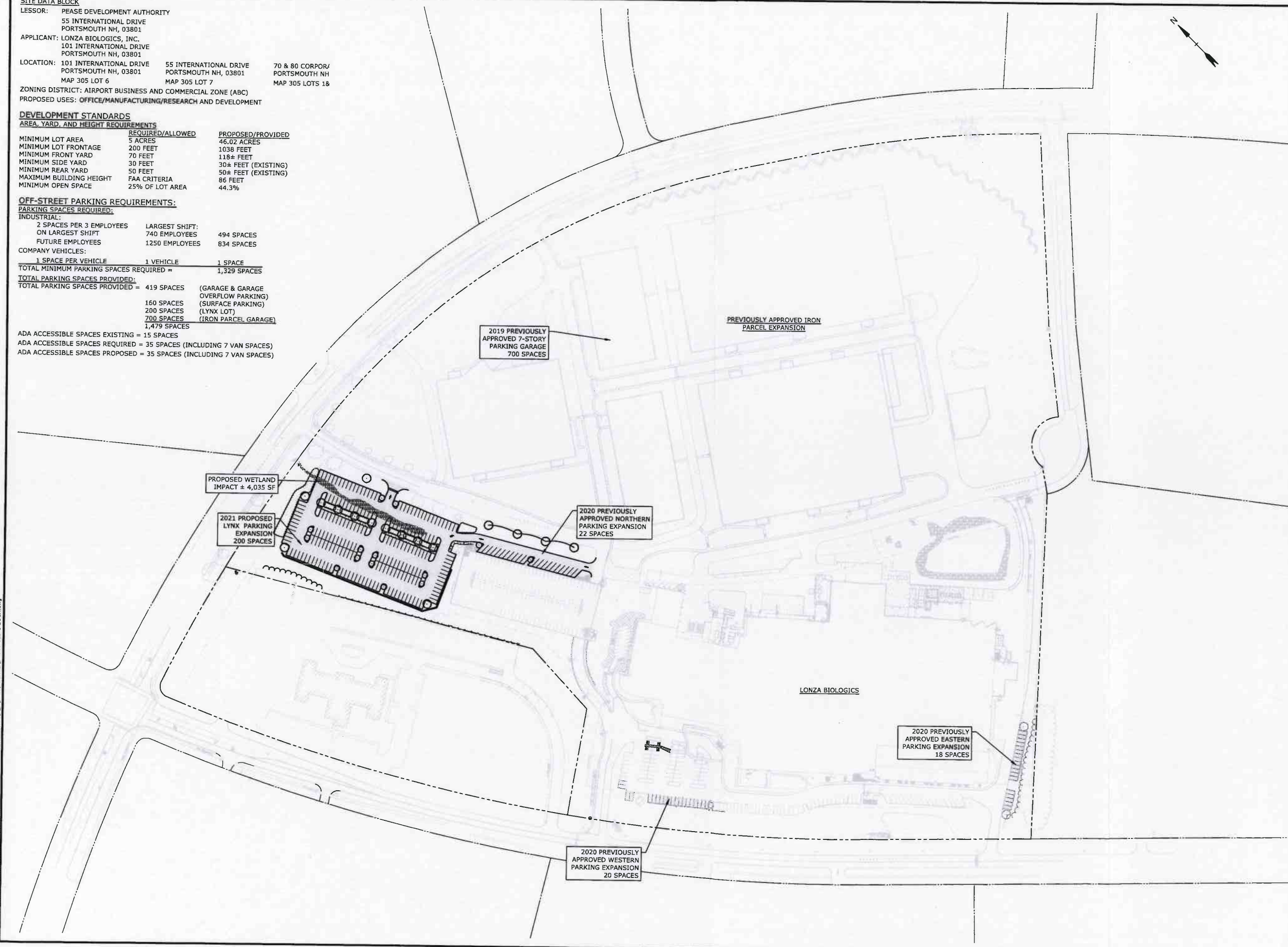
COMPANY VEHICLES:

1 SPACE PER VEHICLE	1 VEHICLE	1 SPACE
TOTAL MINIMUM PARKING SPACES REQUIRED =		1,329 SPACES

TOTAL PARKING SPACES PROVIDED:

TOTAL PARKING SPACES PROVIDED =	419 SPACES	(GARAGE & GARAGE OVERFLOW PARKING)
	160 SPACES	(SURFACE PARKING)
	200 SPACES	(LYNX LOT)
	700 SPACES	(IRON PARCEL GARAGE)
	1,479 SPACES	

ADA ACCESSIBLE SPACES EXISTING = 15 SPACES
 ADA ACCESSIBLE SPACES REQUIRED = 35 SPACES (INCLUDING 7 VAN SPACES)
 ADA ACCESSIBLE SPACES PROPOSED = 35 SPACES (INCLUDING 7 VAN SPACES)



Lynx Parking Expansion

Lonza Biologics

Portsmouth,
New Hampshire

MARK	DATE	DESCRIPTION
PROJECT NO:	L-0700-021	
DATE:	May 17, 2021	
FILE:	L-0700-021-C-DSGN.DWG	
DRAWN BY:	CIK	
CHECKED BY:	NAH/PMC	
APPROVED BY:	BLM	

OVERALL SITE PLAN

SCALE: AS SHOWN

Last Saved: 5/13/2021 10:31:11 AM By: M.Hansen
 Plotted On: May 13, 2021 10:31:11 AM
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MOTION

Director Levesque:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to:

- (1) accept on behalf of the PDA a Federal Aviation Administration ("FAA") Grant Offer of AIP funding up to \$1,000,802, for snow removal equipment for Portsmouth International Airport at Pease (PSM);
- (2) accept from New Hampshire Department of Transportation matching funds up to \$50,040.10;
- (3) expend PDA funds up to \$50,040.10;
- (4) award a contract to Oshkosh, Inc. to purchase a carrier vehicle with integrated high rotary plow for the price of \$601,190;
- (5) award a contract to M-B Companies to purchase a carrier vehicle with plow and spreader for the price of \$376,538;
- (6) append the Jacobs on-call Master Contract to include the work described and make appropriate payments; and
- (7) execute any and all documents necessary to receive funds and procure the snow removal equipment.

all in accordance with the memorandum from Maria J. Stowell, PE, Manager - Engineering, dated May 10, 2021 and attached hereto.

N:\RESOLVES\2021\Grant Offer - Snow Removal Equip 05-20-21.docx

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
From: Maria J. Stowell, P.E., Engineering Manager *MJS*
Date: May 10, 2021
Subject: AIP Grant for Snow Removal Equipment, PSM

Earlier this month, PDA submitted a grant application to FAA under the Airport Improvement Program ("AIP") for the purchase of two pieces of snow removal equipment ("SRE"), a truck with a rotary plow (blower) and a truck with a plow and spreader. This equipment will replace pieces that are more than 20 years old.

The equipment was initially advertised for bids that were received on April 21st. Only one bid was received in response to this advertisement. FAA declined to accept the single bid and recommended that the procurement be re-advertised with a less restrictive specification, and advised that the re-bid costs were not reimbursable. The project was re-bid resulting in responses from three suppliers. The attached letter from PDA's consultant, Jacobs, contains the bid results and the recommendation for awards.

Besides the purchase cost of the equipment, the grant application also included amounts to cover PDA administrative costs and the cost of consulting services by Jacobs. Jacobs provided and will be providing services related to preparing the SRE fleet justification, drafting the technical specifications and bid package documents, bid process and contract award support, and grant administration tasks. In total, project costs consist of:

Truck and Blower Purchase	\$ 601,190.00
Truck, Plow and Spreader Purchase	\$ 376,538.00
PDA Administrative Costs	\$ 5,326.00
Jacobs Reimbursable Costs	\$ <u>17,748.00</u>
Grant Total Amount	\$1,000,802.00
Jacobs Non-reimbursable Costs (Re-bid)	\$ 2,352.00

As to the grant amount, there is a possibility that FAA may provide the entire amount and not require the local match. Because this has not yet been confirmed, you should ask the Board to appropriate the PDA match and accept the NHDOT portion, if needed. The typical ratio is 90:5:5, FAA:NHDOT:PDA.

With regard to the acquisition of snow removal equipment, please seek Board approval to:

1. Accept up to \$1,000,802 in AIP funding;
2. Accept up to \$50,040.10 in matching funds from NHDOT;
3. Spend up to \$50,040.10 of PDA funds;

4. Award a contract to Oshkosh, Inc. to purchase a carrier vehicle with integrated high rotary plow for the price of \$601,190;
5. Award a contract to M-B Companies to purchase a carrier vehicle with plow and spreader for the price of \$376,538
6. Append the Jacobs on-call Master Contract to include the work described in this memo and make appropriate payments; and,
7. Execute any and all documents necessary to receive funds and procure the snow removal equipment as described.

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May 7, 2021

Maria Stowell, P.E.
Engineering Manager
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Project Name: Purchase SRE Equipment – (1) Carrier Vehicle w/ Integrated High-Speed Rotary Plow & (1) Carrier Vehicle w/ Plow & Spreader

Project Number: 3-33-0016-TBD-2021

Subject: Recommendation for Award of Contract

Dear Maria,

The May 7, 2021 bid results for the subject project were as follows:

ITEM NO.	DESCRIPTION	BID QTY	UNIT	Oshkosh LLC		M-B Companies		Fortbrand	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Snow Removal Equipment (SRE) –Carrier Vehicle w/ Integrated High-Speed Rotary Plow	1	LS	\$601,190.00	\$ 601,190.00	\$608,750.00	\$ 608,750.00	\$726,372.00	\$ 726,372.00
2	Snow Removal Equipment (SRE) – Carrier Vehicle w/ Plow & Spreader	1	LS	\$533,955.00	\$ 533,955.00	\$376,538.00	\$ 376,538.00	\$0.00	\$ -
				Total Bid	\$ 1,135,145.00	Total Bid	\$ 985,288.00	Total Bid	\$ 726,372.00

Oshkosh, Inc. (OSHKOSH) submitted the lowest qualified bid for Item #1, the Carrier Vehicle w/ High-Speed Rotary Plow. Their bid included the necessary certifications, bid bond, and statement of qualifications.

M-B Companies (MB) submitted the lowest qualified bid for Item #2, the Carrier Vehicle w/ Plow & Spreader. Their bid included the necessary certifications, bid bond, and statement of qualifications.

To the best of our knowledge, there are no outstanding legal issues or circumstances that would disqualify OSHKOSH from being awarded the contract to undertake this project. OSHKOSH has provided their H-Series rotary plow to many airports including regionally to Boston-Logan Airport, Augusta, ME, and the New York Port Authority. OSHKOSH has a DUNS number of 079144574 and is therefore listed on SAM.gov.

OSHKOSH is seeking a Type 3 waiver to the Buy American Act. OSHKOSH states that they will use 72% domestic components or subcomponents in the manufacture of the vehicle, which is greater than the Type 3 waiver minimum of 60%.

To the best of our knowledge, there are no outstanding legal issues or circumstances that would disqualify MB from being awarded the contract to undertake this project. MB has provided their MB1 Plow to many airports including regionally to the Westchester and Watertown Airports in New York. MB has a DUNS number of 096818372 and is therefore listed on SAM.gov. The DUNS number listed in the bid documents is for their Chilton, WI plant.

MB submitted one exception to the project specifications involving the extra window in the lower part of the carrier vehicle cab doors. Their unit comes with a convex mirror on the passenger side of the vehicle. Airfield maintenance had previously accepted this change.

MB is also seeking a Type 3 waiver to the Buy American Act. MB states that they will use 87.2% domestic components or subcomponents in the manufacture of the vehicle, which is greater than the Type 3 waiver minimum of 60%.

Portsmouth International Airport's approved DBE Goal for FY2021 is 0%. Therefore, DBE goal statements were not considered.

The combined total bid, \$977,728, is approximately 11% below the available funding amount.



Based on the above, our recommendation is to award the project to OSHKOSH for Item #1 (High-Speed Rotary Plow) and MB for Item #2 (Plow & Spreader). Should you have any questions regarding this project, please do not hesitate to contact me at 603.560.1045.

Sincerely,

A handwritten signature in black ink, appearing to read "John Pelletier".

John Pelletier
Project Manager

CC: KC Conley, Andrew Pomeroy – PDA

Attachments: Bid Tabulation

Jacobs

Jacobs No: E2X80501
 AP No.: 3-33-0016-TBD-2021
 Subject: Tabulation of Bid Values
 Date/Time: 5/7/21 @ 10:00 AM
 Airport: Portsmouth International
 Project: Purchase SRE Equipment - (1) Carrier Vehicle w/ Integrated High-Speed Rotary Plow & (1) Carrier Vehicle w/ Plow & Spreader

Prepared by: J. Pelletier
 Reviewed by:

ITEM NO.	DESCRIPTION	BID QTY	UNIT	Oshkosh LLC		M-B Companies		Fortbrand		Project Total		Engineer's Estimate	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Snow Removal Equipment (SRE) - Carrier Vehicle w/ Integrated High-Speed Rotary Plow	1	LS	\$601,190.00	\$ 601,190.00	\$608,750.00	\$ 608,750.00	\$726,372.00	\$ 726,372.00	\$601,190.00	\$ 601,190.00	NA	NA
2	Snow Removal Equipment (SRE) - Carrier Vehicle w/ Plow & Spreader	1	LS	\$533,955.00	\$ 533,955.00	\$376,538.00	\$ 376,538.00	\$0.00	\$ -	\$376,538.00	\$ 376,538.00	NA	NA
				Total Bid	\$ 1,135,145.00	Total Bid	\$ 985,288.00	Total Bid	\$ 726,372.00	Total Bid	\$ 977,728.00	Total Bid	\$ 1,100,000.00

MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby approves of and accepts FAA Airport Improvement Project (“AIP”) funds on behalf of the New Hampshire Department of Transportation, Bureau of Aeronautics and New Hampshire Department of Safety, for the acquisition of an Aircraft Rescue and Fire Fighting (“ARFF”) Vehicle with a projected cost of \$860,100, with FAA and NHDOT providing all project funding, for the ARFF Facility in Concord, NH; all in accordance with the memorandum from Maria J. Stowell, P.E. – Engineering Manager, dated May 5, 2021; attached hereto.



MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*

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

Date: May 5, 2021

Subject: NHDOT AIP Grant for Aircraft Rescue and Fire Fighting Vehicle

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

Using this approach, the parties successfully applied for and received grants in 2016 and 2018. In this arrangement, PDA’s role is to accept the AIP funds. All project costs are borne by FAA and the Bureau of Aeronautics.

This year, a third grant application has been submitted. The grant will fund the acquisition of an ARFF Vehicle. The total project cost is \$860,100. As with the past projects, FAA and NHDOT will provide all funding and will be responsible for FAA compliance requirements.

At the Board’s May meeting, please seek approval to accept AIP funds for the ARFF Vehicle for the NH Fire Training Facility in Concord, consistent with the 2016 Memorandum of Understanding and a Co-Sponsorship Agreements cited above.

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CO SPONSORSHIP AGREEMENT

Date of Agreement	July 11, 2016
Airport/Planning Area/Name of Facility	New Hampshire Aircraft Rescue and Fire Fighting Training Facility
DUNS Number(s)	State of New Hampshire : 80-859-1697 Pease Development Authority: 62-009-4771

This CO-SPONSORSHIP AGREEMENT, made this 11th day of July, 2016, by and between New Hampshire Department of Transportation, New Hampshire Department of Safety, and Pease Development Authority as co-sponsors for the New Hampshire Aircraft Rescue and Fire Fighting (ARFF) Training Facility.

WHEREAS, the NH ARFF Training Facility (Facility) is federally obligated pursuant to the obligations contained in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement;

WHEREAS, the New Hampshire Department of Transportation was the sponsor of the Facility, and transferred ownership and operations of the Facility to the New Hampshire Department of Safety on February 13, 2002 ;

WHEREAS, the Department of Safety is responsible for the day-to-day operations and maintenance of the Facility, and the Pease Development Authority and the Department of Transportation have agreed to act as co-sponsors;

WHEREAS, the co-sponsors agree to assume, meet, and be bound by the AIP federal obligations contained in the FAA Grant Agreement for the Federal aid project number:

AIP Grant Number 3-33-3300-xxx-2016 Improvements to NH ARFF Training Facility
Fiscal Year 2016

WHEREAS, the co-sponsors would like to make improvements to the Facility and are seeking (AIP) grants to assist in funding the improvements; and

NOW THEREFORE, THE PARTIES AGREE:

1. **FAA GRANT ASSURANCES.** The New Hampshire Department of Safety, New Hampshire Department of Transportation, and Pease Development Authority assume the AIP grant obligations under Grant Number 3-33-3300-xxx-2016 for the Facility, and agree to sign and be bound by all grant agreements/assurances for all new FAA Grants that apply to the Facility for the duration of time that FAA funds the necessary capital infrastructure improvements for the ARFF FACILITY, in addition to, per FAA rules, regulations and grant assurances, additional time required beyond the acceptance of the FAA development and/or planning grant to maintain an open and operational ARFF FACILITY. Standard time frame is 20 years from the last FAA development grant but could vary depending on the project being funded.

2. **COMMUNICATIONS WITH THE FAA.** The parties agree that New Hampshire Department of Transportation will be the main point of contact for communications with the FAA regarding the Facility.

To the extent practical, New Hampshire Department of Transportation will include the New Hampshire Department of Safety and Pease Development Authority on all communications (written and oral) with the FAA regarding the Facility.

3. AMENDMENTS. This agreement may be amended only (i) upon the written agreement of the three parties pursuant to their respective legal authorities and (ii) with prior approval of the FAA.

4. AUTHORITY; BINDING NATURE. Each party represents that it has the full power and authority to enter this Agreement, to carry out its respective obligations hereunder and that all action required to authorize the execution and delivery of this Agreement has been taken. This Agreement shall be binding upon and insure to the benefit of the parties hereto.

5. FURTHER ASSURANCES. Each party agrees that shall cooperate with the other party and execute and deliver all such other instruments and take all such other actions as may be reasonably requested by the other party from time to time, consistent with the terms of this Agreement, to effectuate the purposes and provisions of this Agreement.

6. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the funding for capital improvements that benefit the Facility and the communities it serves.

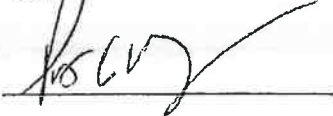
7. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. APPLICABLE LAW. This Agreement shall be interpreted under the laws of the State of New Hampshire unless superseded by Applicable Federal Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CO-SPONSOR: New Hampshire
Department of Transportation
By: Fernando Herlihy
Director of Aeronautics, Road
and Transit

Title:



CO-SPONSOR: New Hampshire
Department of Safety,
By: Steven R. Lavoie

Director, Division of Administration

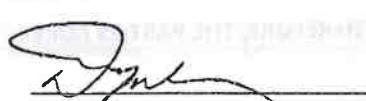
Title:



CO-SPONSOR: Pease
Development Authority
By: David Mulvaney

Executive Director

Title:



STATE OF NEW HAMPSHIRE

Memorandum of Agreement
Between the
New Hampshire Department of Transportation
and
New Hampshire Department of Safety
and
Pease Development Authority

For the acceptance of a Federal Aviation Administration Airport Improvement Program Grant for the rehabilitation for the Aircraft Rescue and Fire Fighting Training Facility located at the Richard M. Flynn Fire Academy, Concord, New Hampshire

A Memorandum of Agreement (hereinafter referred to as "MOA") by and between the New Hampshire Department of Transportation, Division of Aeronautics Rail and Transit (hereinafter referred to as "NHDOT") and the New Hampshire Department of Safety, Division of Fire Standards and Training and Emergency Medical Services ("NHDOS"), and the Pease Development Authority (hereinafter referred to as "PDA") to accept a grant from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) to fund the necessary improvements to the Aircraft Rescue and Fire Fighting Training Facility (ARFF FACILITY) located at the Richard M. Flynn Fire Academy, Concord, New Hampshire.

WHEREAS, the New Hampshire ARFF FACILITY provides the required FAA training for Title 14, Code of Federal Regulations (CFR), Part 139 (14 CFR Part 139) Airports (i.e., airports serving scheduled air carrier operations) in the State of New Hampshire and the New England region.

WHEREAS, NHDOT is authorized to accept funds from the FAA for the construction and maintenance of air navigation facilities, pursuant to RSA 422:14.

WHEREAS, the State of New Hampshire, by and through the PDA, owns a 14 CFR Part 139 airport, and is along with the NHDOT, eligible to apply for and receive federal grants from the FAA.

NOW THEREFORE, NHDOT, NHDOS and the PDA agree as follows:

1. NHDOT, NHDOS and PDA will signed a co-sponsorship agreement, as required by the FAA.
2. NHDOT will sign the federal grant application and grant offer for FAA AIP funds to make necessary improvements to the ARFF FACILITY.
3. NHDOT will accept and expend FAA funds for the ARFF FACILITY in accordance with RSA 422:15.
4. NHDOT will expend the 10% matching share to the FAA grant(s).

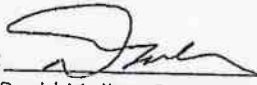
5. NHDOS will provide all funding to conduct the annual operations and maintenance costs for the ARFF FACILITY. PDA will not be responsible to provide matching funds, nor for FAA compliance requirements of the ARFF FACILITY. PDA will not participate in any decisions to maintain and operate the ARFF FACILITY. The Parties agree that PDA will not be responsible for the actions or omissions of NHDOT and NHDOS with respect to the FAA grant and the obligations which arise in connection with the administration of the grant.
6. NHDOS will operate and maintain the ARFF FACILITY in accordance to all FAA grant conditions and assurances, as defined by the grant offer.
7. *NHDOT will monitor and provide guidance to NHDOS in the operation and management, as it relates to FAA rules, regulations and grant conditions and assurances of the ARFF FACILITY.*
8. *NHDOS will maintain a separate account, through the current state accounting system using activity codes or similar identification codes that demonstrate that it is being tracked separately for the operational, maintenance, and capital revenues and expenses associated with the ARFF FACILITY and make that information available to FAA, PDA and NHDOT upon request.*
9. *NHDOS will strive to achieve financial self-sufficiency for the ARFF FACILITY to the extent practicable. All revenue generated by training conducted at the ARFF FACILITY will remain for use by the ARFF FACILITY. NHDOT will work with(s) NHDOS to develop a strategy to strive towards financial self-sufficiency.*
10. *NHDOS will primarily train at the ARFF FACILITY, those firefighters that are associated with airport fire departments subject to training requirements found in 14 CFR Part 139, as well as those mutual aid fire companies that have a direct aircraft firefighting function as outlined in the associated airport emergency plans.*
11. The NHDOT, NHDOS, and PDA will communicate on a regular basis via telephone, e-mail, or written documents on the progress and status of the grant(s) taken for the benefit of the ARFF FACILITY.
12. All acceptance of FAA grant funding is subject to Governor and Council (G&C) approval.
13. This agreement will be subject to G&C approval if NHDOT expenditures are over the spending thresholds.

This agreement will be in effect for the duration of time that FAA funds the necessary capital infrastructure improvements for the ARFF FACILITY, in addition to, per FAA rules, regulations and grant assurances, additional time required beyond the acceptance of the FAA development and/or planning grant to maintain an open and operational ARFF FACILITY. Standard time frame is 20 years from the last FAA development grant but could vary depending on the project being funded. IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the date indicated.

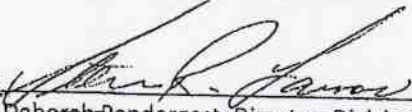
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  Date: 7/12/16
Patrick C. Herlihy, Director of Aeronautics, Rail and Transit, New Hampshire Department of Transportation


PEASE DEVELOPMENT AUTHORITY

By:  Date: 9/11/16
David Mullen, Executive Director, Pease Development Authority

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By:  Date: 9/12/16
~~Deborah Pendergast, Director, Division of Fire Standards and Training and Emergency Medical Services~~
Steven R. Lavoie, Director, Division of Administration

Approved by the ATTORNEY GENERAL this 12 day of July, 2016

Assistant Attorney General: 
Typed/Printed Name: Matthew Broadhead

MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to:

- (1) Enter into a contract with the City of Portsmouth and Underwood Engineers for Phase 1 Corporate Drive Outfall Improvements design, and in so doing waive the Board’s Consultant Selection Process as: a) the City utilized a similar process to select Underwood Engineers; and b) Underwood is under contract with the City to provide the design for the remainder of the Corporate Drive project;
- (2) Spend up to \$75,300 for Underwood Engineers to provide Drainage Outfall design services;
- (3) Submit a wetland permit application to NHDES for improving drainage outfalls with a permit fee estimated to be \$20,000+/-; and,
- (4) Allocate \$20,000 for PFAS treatment, if required;

all in accordance with the memorandum from Maria J. Stowell, PE,

Manager – Engineering, dated May 12, 2021 and attached hereto.

NOTE: Roll Call Vote Required.

MEMORANDUM

To: Paul E. Brean, Executive Director *PAB*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: May 12, 2021
Subject: Corporate Drive Improvements, Approval of Design of Drainage Work

In May of 2017, the City of Portsmouth engaged its engineering consultant, Underwood Engineers ("Underwood"), to provide design services for the re-construction of Corporate Drive from approximately the wastewater treatment plant to Great Bay Community College. The work was later suspended to allow time for further evaluation of the stormwater collection system. The stormwater system work is complicated due to issues of surcharging, sediment build-up in drainage channels beyond the rights of way ("ROW"), the possible presence of PFAS, and overlapping areas of responsibility.

At this time, after discussions with the City regarding contractual obligations and delineation of responsibilities and with better guidance on testing and treatment for PFAS, the project can move forward. This memo is to request funds needed to advance the project.

In accordance with the Municipal Services Agreement between PDA and the City, the City maintains and repairs "roads, bridges, streets and sidewalks." In practice, this language has meant that the City is responsible for drainage infrastructure within the designated rights of way ("ROW") and PDA maintains drainage ways beyond the ROW limits. A portion of the drainage system work that needs to be conducted to facilitate the reconstruction of Corporate Drive, lies outside of the ROW and is the responsibility of PDA.

The City has been leading the design efforts and has received the attached proposal from Underwood to provide design services related to the drainage ditches and outfalls outside the ROW. You will see that the design work has been divided into two phases with Phase 1 being drainage outfall improvements by PDA and Phase 2 being roadway improvements by the City.

In summary, the Phase 1 design focuses on drainage where it leaves the ROW at 231 Corporate, 249 Corporate and 273 Corporate, and involves both piped conveyances and open channel flow. Some of the work is in wetlands and the design includes permitting assistance. Phase 1 also includes the preparation of bid documents and assistance with a public bid process. Underwood's proposed fee is \$75,300.

With regard to the wetland work, most of the impacts will be temporary dredging to clear the flow channels. Permanent impacts will be minimal and should not require compensatory mitigation. Staff has determined that a conditional use permit to work in the wetland buffer is not required. The maintenance of roadway drainage systems is allowed by Part 304-A.07(a)(7) of the Pease Wetlands Protection Ordinance, which provides for "Maintenance or in-kind reconstruction of existing roads, utilities and sidewalks including public rights of way and private accesses and services."

The Phase 1 drainage outfall design will require cooperation from all three parties, Underwood Engineers, the City of Portsmouth and PDA. As such, the agreement will include all three parties as signatories. The design fees would be paid by PDA.

Typically, PDA would conduct a qualifications based selection before engaging professional engineering services. In this case, we are relying on a similar selection process that was conducted by the City. Underwood is most familiar with the conditions on Corporate Drive and is the best choice to provide services related to the drainage outfalls.

As to possible PFAS contamination, the Underwood proposal includes money for sampling and testing. In the event that PFAS treatment is required, a budget number of \$20,000 should be included in the funds request.

In addition to the costs of engineering design services and potential PFAS management, the project costs to PDA will include a wetland permit fee, the cost of the contractor to perform the work, and engineering construction phase services. The anticipated schedule is to have the project work bid and awarded early next year with construction in winter or early spring. This will allow the City to proceed with Phase 2 construction later next year.

At this time, an approval for the design engineering, PFAS testing and possible treatment, and wetland permit application submission with fee, is required. Please seek PDA Board approval to:

1. Enter into a contract with the City of Portsmouth and Underwood Engineers for Phase 1 Corporate Drive Outfall Improvements (In doing so the Board would be waiving the Consultant Selection Process based on: a) the City used a similar process to select Underwood Engineers and b) Underwood is providing the design for the remainder of the Corporate Drive project);
2. Spend \$75,300 for Underwood Engineers to provide Drainage Outfall design services;
3. Submit a wetland permit application to NHDES for dredging drainage outfalls with a permit fee estimated to be \$20,000; and,
4. Allocate \$20,000 for PFAS treatment, if required.

N2932

May 11, 2021

Terry L. Desmarais, P.E.
Department of Public Works
680 Peverly Hill Road
Portsmouth, New Hampshire 03801

**Re: *Design Engineering Services – 3 Party Agreement
Corporate Drive Re-Construction – Drainage Outfalls***
Portsmouth, New Hampshire

Dear Mr. Desmarais:

We have enclosed three (3) original copies of the proposed three party engineering services agreement for the referenced project. Engineering services will build on prior investigations and information provided by the City. The work is to be completed in 2 phases as summarized below.

SUMMARY OF WORK

Design phase services for Corporate Drive Re-Construction were initiated in May of 2017. However, the work was suspended to allow time for further review and evaluation of preferred drainage outfall locations. The following summarizes work completed to date:

- Topographic Survey within the Corporate Drive ROW
- Accessed and inventoried existing drainage structures
- Prepared structure data sheets
- Coordinated with DPW concerning stormwater surcharges
- Investigation of pipe surcharging
- Preliminary investigation of stormwater surcharge in downstream drainage areas beyond the ROW
- Review and delineation of underground electric and telephone conduits
- Preliminary consultations and meetings with NHDES Coastal Bureau
- Developed and submitted standard detail drawings to DPW for review
- Prepared baseline geometry for Corporate Drive roadway layout
- Alternatives evaluation and development of planning costs for drainage improvements and stormwater channel maintenance dredging
- Prepare base drawings for ROW improvements
- Preparation of base drawings for offsite improvements using available reference drawings
 - File data review at PDA offices
 - Compilation of reference plans for properties beyond the ROW

Engineering Services Agreement - Corporate Drive

May 11, 2021

Page 2 of 8

Since additional information and evaluation is needed to determine the preferred outfall design the work is being separated into two phases as summarized below. Phase 1 includes collecting additional information needed to evaluate and recommend final outfall improvements. Phase 1 work primarily occurs on Pease Development Authority (PDA) land beyond the City's ROW for Corporate Drive. Phase 2 work includes the proposed re-construction work for Corporate Drive within the City's ROW.

A scope of services for Phase 1 work is provided in this Letter Agreement. Phase 2 work is not included at this time. Since adjustments to the road reconstruction approach may be needed based on Phase 1 work, an updated Phase 2 scope is anticipated as an amendment to the original Letter Agreement (5.10.17).

Phase 1 – Outfall Improvements (PDA property)

- Area #1 - Outfall Rehabilitation/Replacement at #273 Corporate Drive
- Area #2 - Cross Culvert and Outfall at #231 Corporate Drive
- Area #3 - Channel Dredging in drainage swale at #249 Corporate Drive

A Work Plan of the three outfall areas is provided as Attachment A.

Phase 2 – Roadway Improvements (City of Portsmouth ROW)

- Approximately 10,000 feet (1.9 miles) of roadway re-construction design will be provided.
- Sidewalk replacements and/or extensions including crosswalks and ADA curb ramps
- Up to 7,000 linear feet of drainage design and stormwater treatment areas

SCOPE OF SERVICES

The proposed scope of services is provided for the Phase 1 design work only. The Engineer may make modifications the basis of design through additional investigations or request by the City. The following engineering services will be provided:

Task 1 – Supplemental Survey

A topographic survey within the Corporate Drive ROW has been completed. However, limited detail of drainage paths and outfall pipes outside the ROW were provided. Supplemental survey is needed to complete the Phase 1 work. Supplemental topographic survey at each of the three (3) drainage outfall areas on PDA property will be provided. A **\$10,800 allowance** for supplemental survey is budgeted. The supplemental survey will include the following:

- Rims, inverts, size and materials of closed drainage pipes and outfall pipes extending to wetland areas
- Existing ground surface contours at 2' intervals
- Limits of pavement, curb, sidewalk and landscape islands in paved parking areas
- Limits of tree line and landscaping in vegetated/cross country areas
- Drainage channels (up to 1,000 LF)



- Location of wetland flags from wetland delineation (Task 5)
- Water elevations observed at "Harvey Lake" and drainage outfall pipes. A TBM will be set near the lake shore for future water level reference.
- Harvey Lake outlet control structure including pipe inverts, weir elevation(s), top of bank elevation and limits of structure.
- Drainage channel 50' up and down stream of the Harvey Lake outlet control structure

Task 2 - Field Investigations (CCTV & Drainage Structures)

Existing drainage pipes extending to drainage outlets will be video inspected and recorded by a PACP certified contractor, where accessible. A **\$10,250 allowance** is provided for the CCTV work. The City of Portsmouth will clean structures and de-water drain pipes in advance of video work. A **\$3,000 allowance** is provided for analytical testing for PFAS concentrations in the water held within the drain lines.

The following work is included:

- Underwood will collect water samples from the two closed drain systems at Outfall Area 1. A total of 8 samples are anticipated (up to 3 samples and 1 blank for each location).
- Underwood will arrange for up to Three Thousand (3,000) linear feet of drain pipe video inspection to identify deficiencies where existing.
- Light cleaning as needed for CCTV inspection using color pan & tilt equipment will be provided. Pipes that are found to be blocked or in-passable using inspection equipment will not be recorded.
- Underwood will provide a total of one day (8 hours) of on site support and coordination during the CCTV work.
- Reports will be submitted in paper and electronic format (DVD or USB Thumb Drive). Underwood will review the inspection reports and provide a summary of recommendations to be incorporated into the design.
- Underwood Engineers will coordinate the work with the City and record structure components at accessible CB's and DMH's. Photographs of accessible structures will be provided.
- Schematics of drain structures including base sections, inverts, brick corbel and frames will be provided.

Task 3 - Exploratory Excavation (Utility Conflicts)

Potential utility conflicts may exist at the proposed pipe outfall routes. The existing utility conduits will be exposed to verify size and depth so that an acceptable crossing can be designed. The following work is included:

- Identify locations where possible conflicts may exist and prepare a work plan showing proposed Test Pit locations. Upon concurrence by the City, Underwood will mark the test pit locations in the field and coordinate with Dig Safe on behalf of the City.
- One (1) day of test pits is budgeted. The City of Portsmouth will provide a backhoe and operator (1 day) and will provide traffic control if deemed necessary.
- Underwood will measure and record the existing utility sizes and depths.



Task 4 – Final Design and Bid Documents

Underwood Engineers, Inc. (UE) will develop drawings and specifications suitable for bidding. The following design services will be provided:

- Develop a preliminary work plan showing drainage pipe alignments at the three outfall locations (30% Design). The work plan will include a summary of pros and cons with costs to support evaluation and selection of a preferred alternative.
- Conduct a site walk with City and PDA representatives to review the work plan and verify the proposed alternatives with conditions observed in the field
- Attend work sessions or meetings to discuss improvements and/or permitting with City, PDA or NHDES. The following meetings are budgeted (Task 1- 5):
 - 3 Work Sessions (30% Design, 60% Design, 90% Design).
 - 3 coordination meetings (as needed)
- Develop the 60% Design including the following:
 - Plan and profiles for drainage outfall pipe routes and channel dredging areas.
 - Cross sections may be developed for channel dredging areas with or in lieu of a profile.
 - Identify drainage improvements and utility relocation work at drainage conflict areas.
 - Construction details for structures, pipe trenching, drainage outlets, erosion controls, restoration, pavement repairs
- Design plans will be in electronic format consistent with the City's coordinate system as applicable.
- Prepare and submit 90% Design Drawings to the City and PDA for review and approval.
- Prepare an updated opinion of cost for each Design Submittal (30%, 60%, 90%, 100%)
- Prepare final design drawings incorporating review comments from City, PDA and regulatory officials.
- Prepare bid documents including General Contract Provisions (EJDC will be used for the front end and the NHDOT specifications will be referenced for the technical specifications).

Task 5 – Wetland Delineation and Permitting Assistance

Dredging of up to 1,000 LF of drainage ditches and outfall construction within designated wetlands will require permitting assistance. A major impact permit is anticipated. The following services will be provided:

- An **allowance of \$5,000** is provided to engage the services of a Certified Wetland Scientist. This work will include:
 - Wetland Delineation of jurisdictional areas where impacts are proposed (Areas 1-3 and the outlet control structure at Harvey Lake)
 - The certified wetland scientist will prepare a functional assessment report to support the permit application
 - The wetland scientist will attend up to two (2) meetings with PDA, City of Portsmouth and/or NHDES regulators regarding wetlands impacts, evaluation and approach to the proposed work in jurisdictional areas
 - The wetland scientist will provide recommendations for wetland restoration that can be incorporated into the design where practical



- Attend a Pre-Application meeting with NHDES Coastal Bureau to confirm permit classification, specific requirements and establish consensus on project design approach
- Alternatives evaluation and wetland impact analysis
- Preparation of schematics and photographs defining existing conditions and work limits.
- Attend and present the proposed project to the City of Portsmouth Conservation Commission for review of proposed wetland impacts.
- Prepare standard dredge and fill (Major) permit application & submit application to NHDES
- Preparation of DHR request for project review
- Respond to one round of regulatory review comments from NHDES, DHR and ACOE.

Task 6 – Bidding Assistance

- Provide One (1) hard copy set and one (1) electronic PDF copy of the Bid Documents to the City and PDA. The Purchasing Department will issue Bidding Documents electronically.
- Conduct pre-bid meeting and respond to prospective bidder inquiries.
- Prepare one (1) contract addendum addressing clarifications requested during bidding. The City will issue the addendum to bidders and plan holders.
- Attend the bid opening to be hosted by the City, review the bids for accuracy and prepare a bid tabulation
- Prepare a recommendation of award letter to the City

WORK PROVIDED BY THE CITY/ASSUMPTIONS

The City will provide the following to facilitate completion of the work:

- City will clean drainage structures in advance of CCTV inspection, see Task 2
- City will assist with access to drain system, provide dewatering (it is assumed pump dewatering will be returned to the drain pipe up or down stream of the CCTV location) and advise on locations where CCTV inspection will be performed.
- City will support CCTV operation by providing clean water source and disposal location for any accumulated debris from light cleaning work.
- City will provide backhoe and operator (1 day) for exploratory test pit excavation; see Task 3. UE will notify Dig Safe using the City's account/ticket. The City will sawcut and repair pavement areas when/if impacted.
- Traffic Control, if required, will be provided by the City.
- Underwood has some relevant plans of the project area. The City will provide additional relative plans, or reports, on file at Planning Department, Public Works or Pease Development Authority.
- Coordination for access/permission to enter PDA property



WORK NOT INCLUDED

The following is not included in the scope of work:

- Disposal and/or treatment of dewatering discharges with PFAS concentration above ambient groundwater standards.
- Boundary and/or ROW surveys are not included.
- Preparation of easements, negotiations with other property owners or resolution of drainage rights is not included. The City will secure authorization for work outside the existing ROW.
- NHDES permitting fees
- Additional permitting fees (TBD) and/or development of a compensatory mitigation plan for wetland impacts over 10,000 SF

AGREEMENT

This letter agreement and the attached General Provisions, Sections 2 through 5, will represent the entire agreement between the City (Owner), Pease Development Authority (Sponsor) and Underwood Engineers (Engineer), in respect to the Project, and may only be modified in writing, signed by all parties.

ENGINEERING FEES AND CHARGES

Fees for engineering services will be on an hourly basis for the personnel involved. Such hourly fees will be based on the Engineer's technical payroll plus an allowance to cover overhead and profit, all of which is in accordance with standard practice of the American Council of Engineering Companies.

The fees shall also include reimbursement for transportation expenses on a per mile basis at the current federal rate and out-of-pocket travel expenses at cost. Prints, telephone calls and miscellaneous materials required will also be reimbursable to the Engineer at cost. Any special services supervised by the Engineer but furnished by others will be billed to the Owner at cost plus the hourly rate for the supervision or analysis time provided by the Engineers.

ENGINEERING FEE ESTIMATE

The following fee schedule is proposed to complete the work outlined in the scope above:

Task 1	Supplemental Survey	\$12,000
Task 2	Field Investigations (CCTV & Drainage Structures)	\$16,600
Task 3	Exploratory Excavation (Utility Conflicts)	\$ 1,400
Task 4	Final Design and Bid Documents	\$29,900
Task 5	Wetland Delineation and Permitting Assistance	\$10,700
Task 6	Bidding Assistance	\$ 4,700
TOTAL		\$75,300



SCHEDULE

Underwood Engineers will begin the work within 5 business days following authorization by the City and will complete the work based on the following timeline:

<u>Task Description</u>	<u>Timeline</u>
Authorization to Proceed	June 2021
Supplemental Survey	June - July 2021
Preliminary Design Submittal (30%)	July 2021
Field Investigations	June - July 2021
Subsurface Investigations	June - July 2021
Permitting and 60% Design Submittal	August – Sept. 2021
Final (90%) Design Submittal	October 2021
Bidding	Nov. - Dec 2021

Note that once a preferred alternative is selected and an acceptable permitting approach for the drainage outfall work is determined, Phase II work could occur concurrently with Phase I. A separate proposal would be prepared once the preferred alternative is determined.

BILLINGS AND PAYMENT

~~The Sponsor shall deposit \$75,300 with the Engineer for escrow prior to commencement of any work. The Owner will authorize a P.O. in the amount of \$75,300 and provide the Engineer with a copy of said P.O. prior to commencement of any work. The Engineer will bill for services monthly. Bills will be submitted to the Owner with a copy to the Sponsor. Within 30 days the Owner will authorize the Engineer to satisfy the bill from the deposit or state in writing its objections to payment. Payment from the Sponsor will be made monthly from the escrow. Any funds remaining in escrow at the conclusion of the work shall be returned to the Sponsor. An additional escrow deposit shall be provided by the Sponsor upon execution of a Contract Amendment.~~

~~The Sponsor shall also be liable for any legal expenses incurred in the collection of same. The Engineer will be notified by the Owner in writing, if there is any change in client billing address, Sponsor name and /or work stoppage.~~

COOPERATION

The Owner will furnish or make available to the Engineer, any or all of its records, plans, or other data which, in the judgment of the Engineer, are pertinent to his work. The Owner will authorize and assist the Engineer in obtaining any such pertinent information from other public and private records. When requested by the Engineer, the Owner will furnish all reasonable manual assistance of the Owner in performing investigations requiring such assistance.

EFFECTIVE DATE OF AGREEMENT

This letter Agreement and General Provisions, if accepted by the Owner and Sponsor, shall become an Agreement effective on the date of acceptance by the Owner and Sponsor. If accepted by the Owner and Sponsor, one (1) signed and dated copy shall be returned to the Engineer.

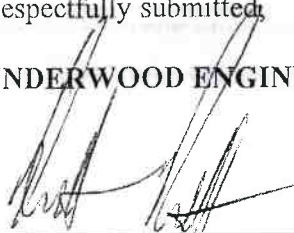


AUTHORIZATION


The return of one signed copy of this Agreement will serve as a contract between the Engineer, Owner and Sponsor. Acceptance of this Agreement will be interpreted by the Engineer as authorization to proceed with the work described in the Scope of Work.

Respectfully submitted,

UNDERWOOD ENGINEERS, INC.



Keith A. Pratt, P.E.
President



W. Steven Clifton, P.E.
Senior Vice President

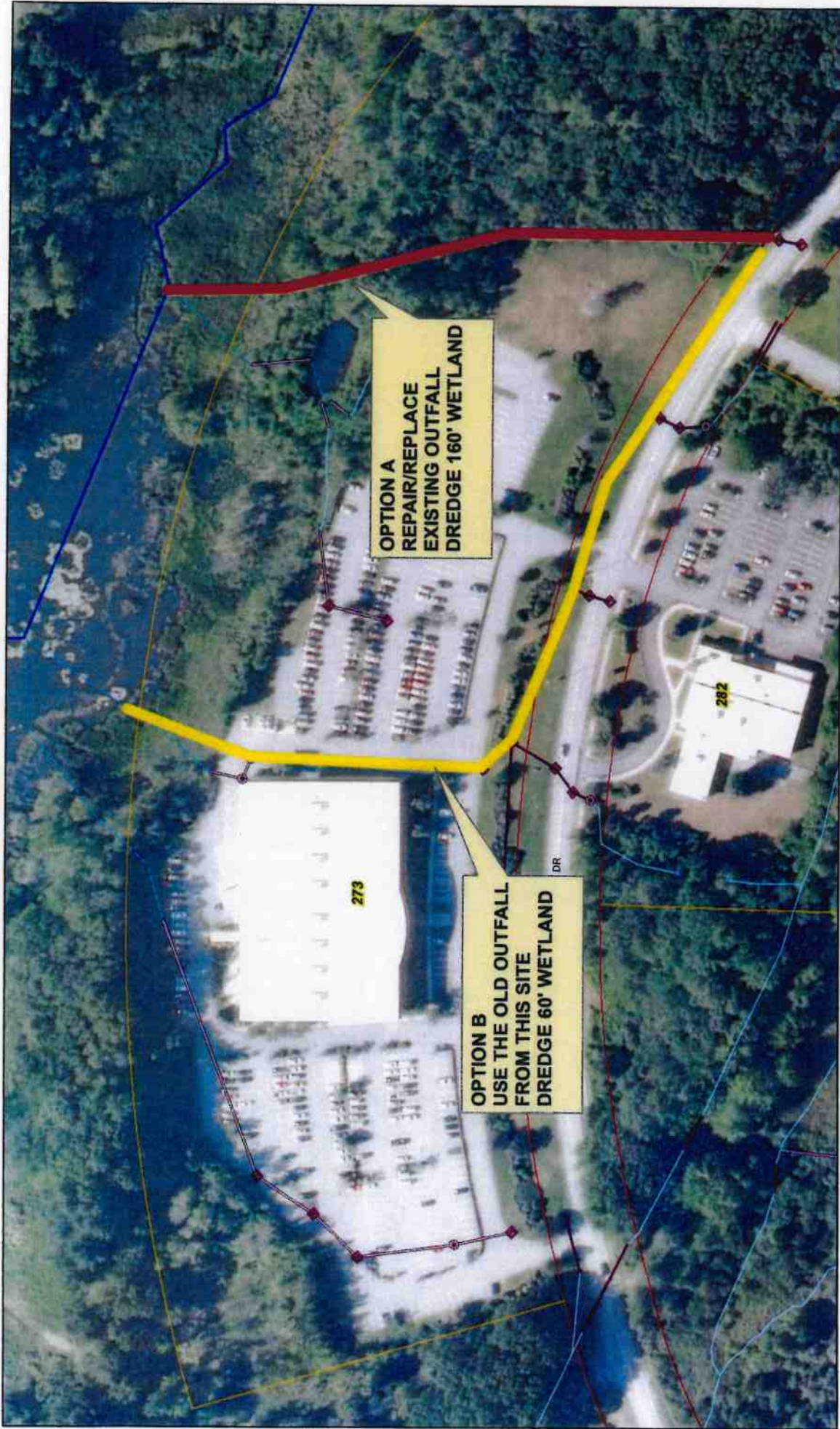
APPROVED AND ACCEPTED BY
CITY OF PORTSMOUTH
On this ____ day of _____, 2021

By: _____
Ms. Karen Conard
City Manager

APPROVED AND ACCEPTED BY
PEASE DEVELOPMENT AUTHORITY
On this ____ day of _____, 2021

By: _____
Mr. Anthony I. Blenkinsop
Deputy Director/General Counsel
Paul E. Brean
Executive Director





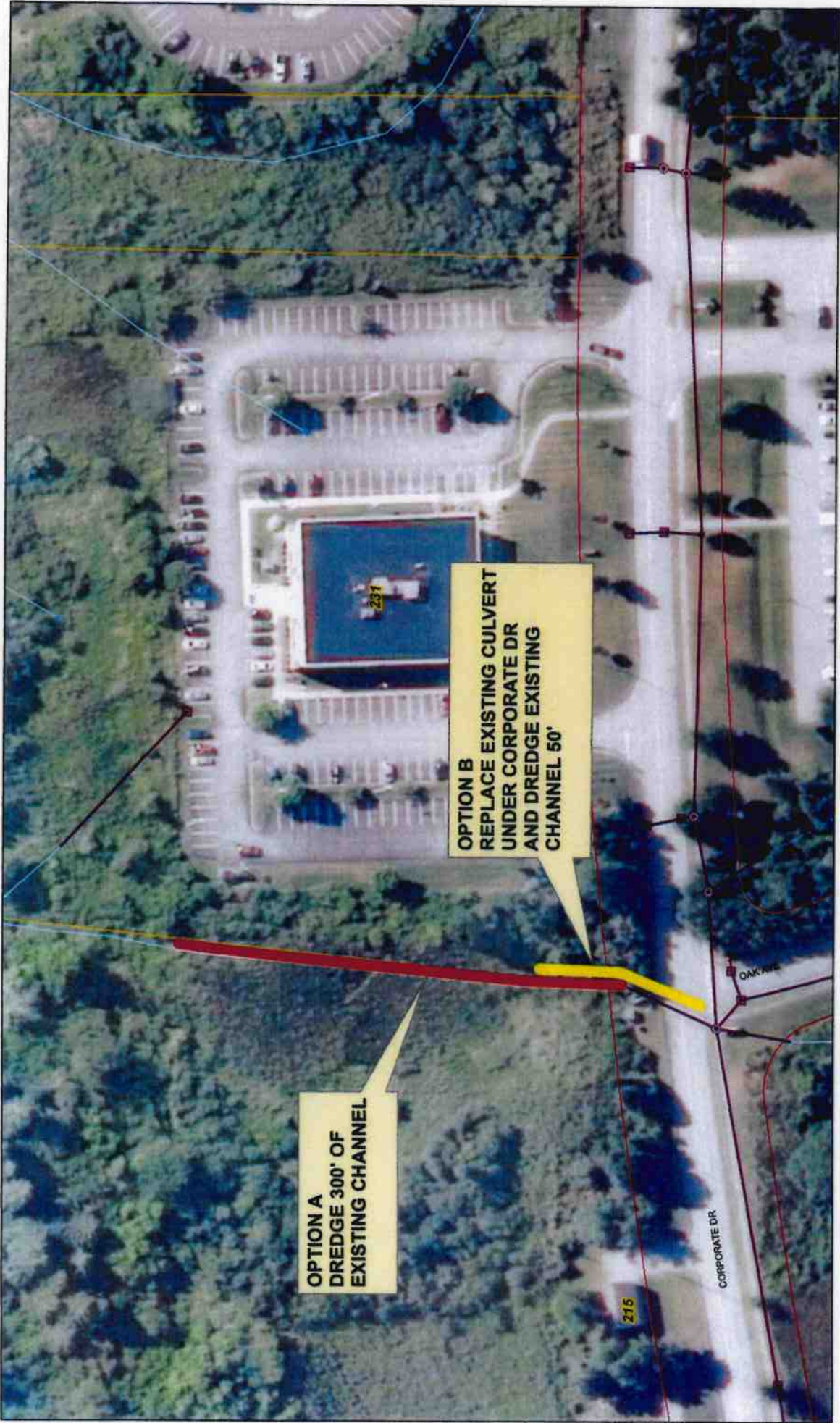
**OPTION A
REPAIR/REPLACE
EXISTING OUTFALL
DREDGE 160' WETLAND**

**OPTION B
USE THE OLD OUTFALL
FROM THIS SITE
DREDGE 60' WETLAND**

0 50 100 200 Feet
1 inch = 100 feet

DRAINAGE OUTFALL AREA 1

Map prepared by Portsmouth Department of Public Works Printed: 12/24/2020



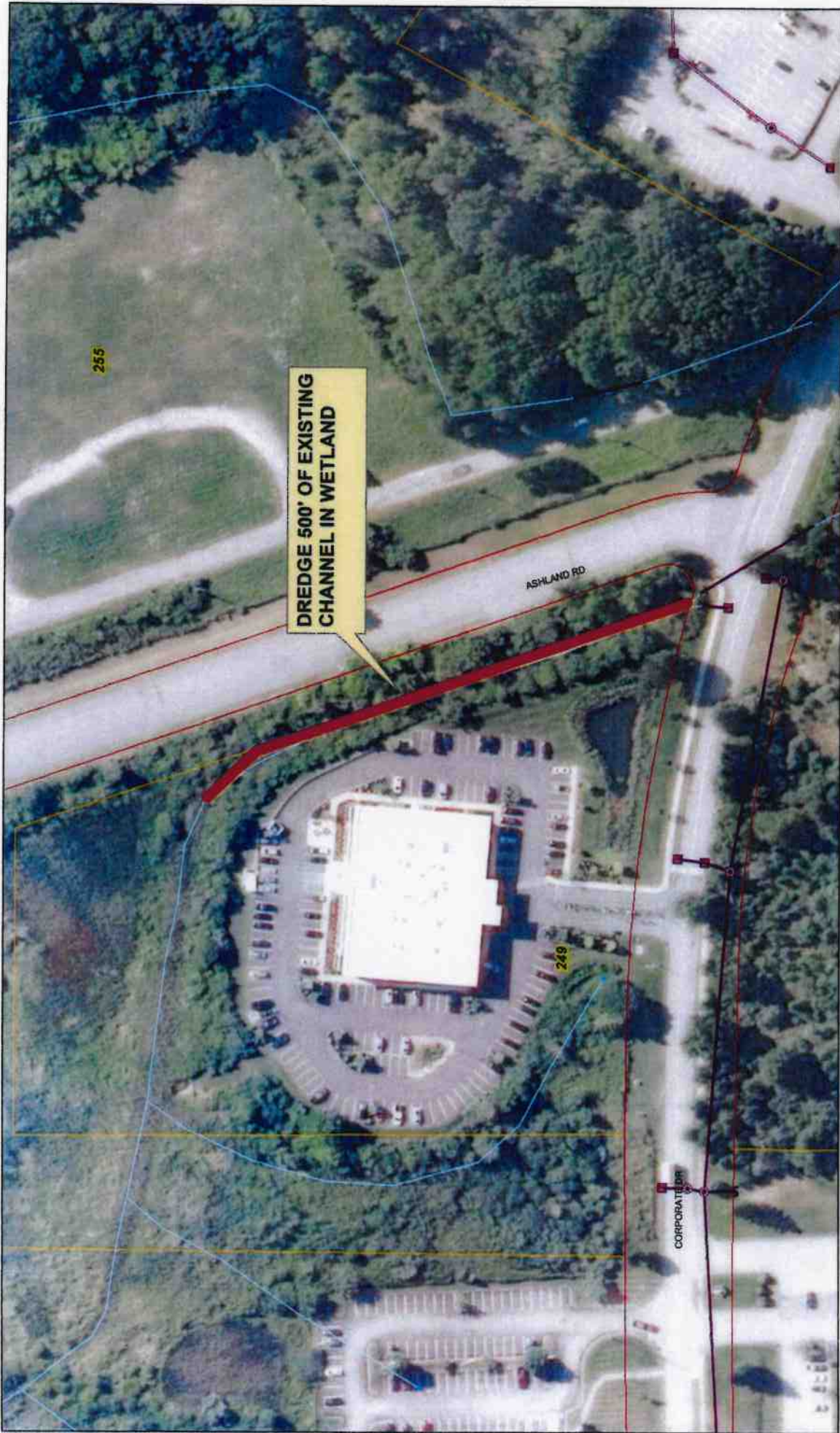
**OPTION A
DREDGE 300' OF
EXISTING CHANNEL**

**OPTION B
REPLACE EXISTING CULVERT
UNDER CORPORATE DR
AND DREDGE EXISTING
CHANNEL 50'**

0 30 60 120 Feet
1 inch = 60 feet

DRAINAGE OUTFALL AREA 2

Map prepared by Portsmouth Department of Public Works Printed: 12/24/2020



DREDGE 500' OF EXISTING CHANNEL IN WETLAND

ASHLAND RD

CORPORATE DR

255

249



DRAINAGE OUTFALL AREA 3

Map prepared by Portsmouth Department of Public Works Printed: 12/24/2020



MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Honeywell International of Westbrook, ME and to expend an amount not to exceed \$80,000 for the purchase and installation of all new controller boards at the airport terminal building; all in accordance with the memorandum of Ed Pottberg, Security Manager, dated May 5, 2021 and attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as the existing system is manufactured by Honeywell and PDA has determined that it is significantly more cost effective to replace all new controller boards with Honeywell components as it is a proprietary closed system.


**NOTE: 5 Affirmative Votes Required
Roll Call Vote Required.**

N:\RESOLVES\2021\Honeywell – Access Control System 5-20-2021.docx

Memo

To: Chasen Congreves, Manager of Airport Administration

C.C.: Paul Brean, Executive Director

From: Ed Pottberg, Airport Security Administrator, C.M., ACE 

Date: 4/20/2021

Re: Replacement of the controller boards for the Terminal's access control system.

The Honeywell door access control components in the original section of the airport terminal have serviced the airport for anywhere from 13 to 23 years, but have not been in production for many years. Lifespan expectancy of these controller boards is typically 5 years. The Pease Development Authority (PDA) has carefully maintained a surplus of replacement parts; however, we have used all the surplus components to keep the access control system up and running 100% of the time. The Portsmouth International Airport (PSM) jet bridge door and US Customs primary inspection area experienced a complete failure this past winter crippling operations during an arrival of an Allegiant Air flight, resulting in thirty (30) plus minutes of deplaning. PDA maintenance and security was able to bring the system back to service using the remaining usable parts PDA had in inventory, allowing Allegiant to depart on time.

A complete failure of any of these components would severely cripple or cause airport terminal operations to come to an entire standstill. I am requesting the Board waive the formal RFP process and purchase new Honeywell controller boards for \$80,000, as the access control system is a proprietary closed system. This cost would completely replace all controller boards that no longer are available in any other market. If we do not replace all controller boards at the same time, the remobilization charges would increase the total cost of the project to at least \$96,000.

Honeywell International

207 Larrabee Road
Westbrook, Maine 04092

Honeywell
Firm Quotation

Customer: Portsmouth International Airport

Date of Issue: 4/26/21

Address: 36 Airline Ave
Portsmouth, NH 03801

Quotation #: 212604
Quote Type: EWO Quote

Attn: Ed Pottberg

Site Name: Main Airport

WORK TO BE PERFORMED

Provide back planes and components necessary to upgrade old NexWatch panel to current Pro-Watch to accommodate upgrade of access panel Panel #'s 3 & 7; 1 & 2; 4 & 5; 6 at the main airport. This will include associated panel termination to change over, access system program changes, zones approved by customer, programming and pretest, integration into existing EBI, scheduled cutover, mounting of new back plane, and final test of the new devices to complete change over.

MATERIALS

- Qty (4) PRO42IC - PRO-4200 INTELLIGENT CONTROLLER
- Qty (26) PRO42R2 - PRO-4200 DUAL READER BOARD
- Qty (2) AX-102NX8 - Altronix 10 amp power supply
- Qty (3) AX-MAX75FD- Altronix
- Qty (12) PS1270 - 12V 7AH BACKUP BATTERY
- Qty (7) BW-PRO42NEXA - Subpanel
- Qty (14) Ribu1c-Rd- RIB Relays
- Qty (8) 737123111398 - Dinkle UL Gray DIN Rail Terminal Block Kit 20 terminals
- Qty (2) AX-MM24 - Altronix Mm24 Magnet Mount

ADDITIONAL CLARIFICATIONS / EXCLUSIONS

- WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS OF 7:30 AM - 4:30 PM (MODAY-FRIDAY)
- DOES NOT INCLUDE LABOR OR MATERIAL FOR INSTALLATION OF DEVICES, CONDUIT, OR EXTENSION OF WIRING OUTSIDE OF PANEL.
- DOES NOT INCLUDE ADDITIONAL ITEMS OTHER THAN THE ONES DESCRIBED ABOVE.

TERMS AND CONDITIONS OF SALE

Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions, incorporated by reference and available upon request. Terms of payment: 10 days from receipt of invoice. All projects with duration longer than 30 days will be invoiced monthly based on progress of the work.

All for the sum of: Eighty Thousand -----00/100 (\$80,000.00) Dollars

Sales / Use tax have NOT been included and will be billed separately.

THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:

(Purchaser)

By: _____

Title _____

Date _____

PO # / Credit Card # _____

HONEYWELL INTERNATIONAL INC.

Honeywell Building Solutions
915 Holt Ave. Unit 3
Manchester, NH 03109

By Brice LeBlanc

Brice LeBlanc
Project Manager

MOTION

Director Fournier:

The Pease Development Authority ("PDA") Board of Directors hereby approves and authorizes the placement on PDA property of 24"L x 18"H lawn signs related to the CDC/ATSDR PFAS Health Study for a period of up to three months beginning May 20, 2021, conditioned upon the signs being provided at no cost to the PDA, Pease CAP volunteers placing the signs in locations approved by PDA staff, and Pease CAP volunteers removing all signs at the conclusion of the three month period; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated May 11, 2021, attached hereto.

NOTE: Roll Call Vote Required.

N:\RESOLVES\2021\Sign - PFAS Lawn Signage.docx



MEMORANDUM

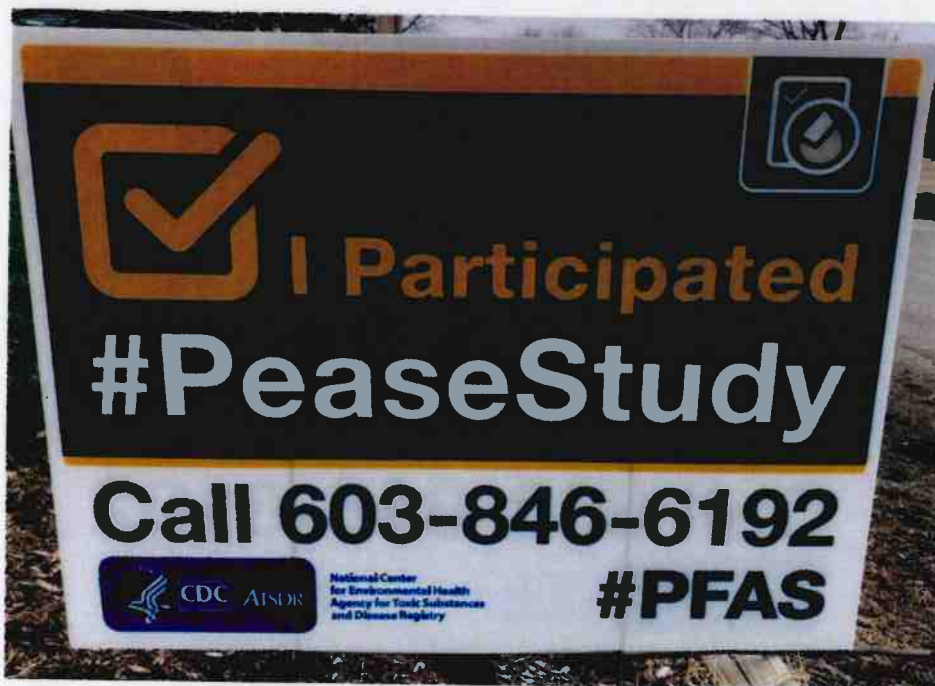
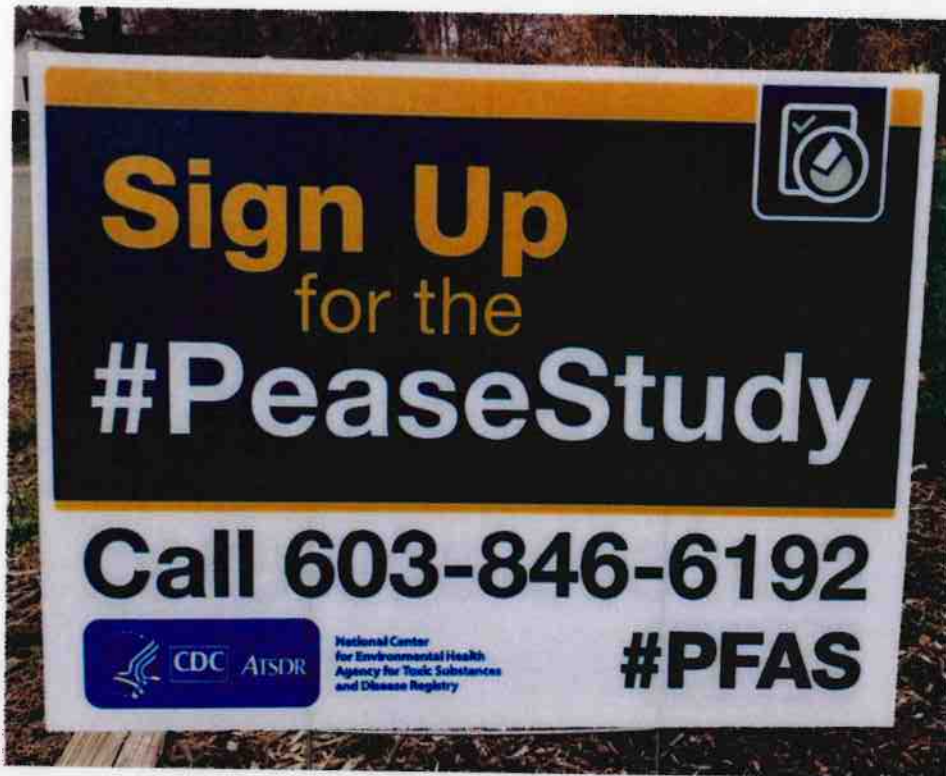
To: Paul E Brean, Executive Director *PEB*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: May 11, 2021
Subject: PFAS Community Testing Signs

The CDC and ATSDR are conducting a Pease Study to look at the human health effects of PFAS exposure through drinking contaminated water. The Pease Community Advisory Panel ("CAP") is seeking persons who meet certain eligibility requirements to enroll in the study. To this end the CAP would like to post signs on PDA property to help reach those eligible people.

The two sided lawn signs are 24 inches by 18 inches and would be placed using standard wire stakes. The attachment shows the sign graphics. The request is for a period up to three months. Signs will be provided and placed by Pease CAP volunteers in locations approved by staff. At the end of the approval period, CAP will remove the signs.

At the May Board meeting, please ask the Board to authorize the placement of Pease Study signs as described in this memo.

N:\ENGINEER\Board Memos\2021\PFAS Signs.docx





MEMORANDUM

To: Paul E. Brean, Executive Director *PAB*
From: Anthony I. Blenkinsop, General Counsel *ABB*
Date: May 5, 2021
Re: Election of Officers - Proposed Motions

In accordance with Article III, Section 3.6 of the PDA By-Laws, and as former Vice Chair Peter Loughlin is no longer a member of the Board of Directors, the Legal Department proposes that the format and motion set forth below be followed in connection with the appointment of a Vice Chair to fill the remaining term at the Board Meeting to be held on Thursday, May 20, 2021:

ELECTION OF OFFICERS

Executive Director:

“There is a vacancy in the position of PDA Board Vice Chair. Pursuant to Section 3.6 of the PDA By-laws, the officer position you need to fill is the Vice-Chairman of the Board, who will serve in such capacity for the remainder of the current term or until the next Annual Meeting, whichever first occurs.”

I. **Meeting Chairman:**

“Do I have a motion for election of a Vice-Chairman?”

Board Member:

I move that we elect _____ as Vice-Chairman of the Pease Development Authority.”

Meeting Chairman:

“Is there a second?”

“Is there any discussion on the motion?”

“I’ll call for a vote.”

PDA COMMITTEE LISTING – EFFECTIVE May 20, 2021 (UPDATED)

Standing Committees

Executive Committee

Kevin H. Smith, **Chair**
_____, Vice Chairman
Thomas G. Ferrini, Treasurer
Staff Contact: Brean/Blenkinsop

Finance Committee

Thomas G. Ferrini, **Chair (Treasurer)**
Margaret Lamson
Neil Levesque
Staff Contact: Brean/Canner

Airport Committee

Kevin H. Smith, **Chair**
Steve Fournier
Margaret Lamson
Staff Contact: Brean/Stowell

Marketing and Economic Development Committee

_____, **Chair**
Neil Levesque
Thomas G. Ferrini
Staff Contact: Brean

Zoning Adjustment & Appeals Committee

Steve Fournier, **Chair**

Kevin H. Smith
Staff Contact: Blenkinsop/Stowell

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

_____, **Chair**
Thomas G. Ferrini
Steve Fournier
Neil Levesque
Staff Contact: Blenkinsop/Stowell

Transportation Management Committee

Margaret Lamson, **Chair**
Erik Anderson
Steve Fournier
Staff Contact: Stowell

Golf Committee

Erik Anderson, **Chair**
Thomas G. Ferrini
Steve Fournier
Staff Contact: Brean/DeVito

Port Committee

_____, **Chair**
Steve Fournier
Neil Levesque
Ex Officio: Chair DPH Advisory Council
Staff Contact: Brean/Marconi

Audit Committee

_____, **Chair**
Kevin Smith
Erik Anderson
Staff Contact: Canner

Legal Bill Review

Kevin H. Smith, **Chair**

Thomas G. Ferrini
Staff Contact: Blenkinsop

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

Memorandum

To: Paul Brean, Executive Director *PJB*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 5/7/2021
Subj: Noise Report for April 2021

The Portsmouth International Airport at Pease did not receive any noise inquiries in April, 2021. Both the noise phone line and the website noise submission form were tested and found to be operational.

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: PDA-DPH/Portsmouth Fish Pier

CLIENT/CASE NO. 14713-16817
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$2,262.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$2,262.00

BALANCE DUE:	\$2,262.00

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:	\$5,539.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$5,539.00

BALANCE DUE:	\$5,539.00

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: Permit Implementation

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

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$13,862.00
TOTAL EXPENSES:	\$9.42

TOTAL THIS BILL:	\$13,871.42

BALANCE DUE:	\$13,871.42

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.

ANDERSON KREIGER

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

April 15, 2021

Pease Development Authority
Anthony Blenkinsop, Deputy Director/General Counsel
55 International Drive
Portsmouth, NH 03801

Reference # 137710 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

	<u>Hours</u>	<u>Amount</u>
Sub-total:	14.70	8,158.50
Sub-total Fees:		\$8,158.50

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
Scott P. Lewis	0.50	555.00	277.50
David S. Mackey	14.20	555.00	7,881.00

Total Current Billing:	<u>\$8,158.50</u>
Previous Balance Due:	\$3,496.50
Total Now Due:	<u>\$11,655.00</u>

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS



MOTION

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a license agreement with the New Hampshire Air National Guard for the temporary use of airport land, and airport runway and taxiways from September 7, 2021 through September 13, 2021, for the purpose of hosting an Open House and Airshow to be held September 11, 2021 and September 12, 2021; all in accordance with the memorandum from Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance dated May 10, 2021, attached hereto.

NOTE: Roll Call Vote Required.

MEMORANDUM

To: Paul Brean, C.M., Executive Director *PS*
From: Andrew B. Pomeroy, C.M., Manager, Aviation Planning and Regulatory Compliance *ABP*
Re: Air Show – NH Air National Guard
Date: May 10, 2021

The New Hampshire Air National Guard (NH ANG) is planning to host an Open House and Air Show, on the weekend of September 11 - 12, 2021. See correspondence from Major Autumn Ricker, NHANG, dated May 10, 2021, attached hereto. The headliner for the show will be the USAF Thunder Birds demonstration team. The Air Show will be open to the public on Saturday, September 11, 2021 and Sunday, September 12, 2021. There will be a full “practice day” on Friday, September 10, 2021, that will not be open to the public.

The NH ANG plans to use this event to showcase their new KC-46A Pegasus refueling tankers, and to promote aviation and STEM education in New Hampshire, while also commemorating the 20th Anniversary of the September 11th, 2001, attacks.

Unlike recent Air Shows at Pease, as an Air National Guard Base Open House, this will not be a for profit or fund raising event. The NH ANG is unable to charge admission to the show and thus the air show will be free to the public. As a result, the NH ANG has a very limited budget to put on this show and will not be able to pay for a land lease or any labor expenses incurred by the PDA.

Though the NH ANG Airshow will be primarily held on the Pease Air National Guard Base property, the Air National Guard has asked the Pease Development Authority for its support in the form of the use of the Airport runway and taxiways for airshow performances, and the temporary use of the North Apron, Taxiway Delta, the North Terminal Overflow Apron, Taxiway E, and the Arboretum Parking Lot, for vehicle and aircraft parking and display. In exchange, the NH ANG will show the Pease Development Authority and the Portsmouth International Airport at Pease in its promotional materials as a cohost/sponsor. This will include online, print, television, and radio promotions. Additionally, it is anticipated that the Airshow will generate a large number of visitors to Pease over the show weekend, as well as significant media coverage of the event at Portsmouth International Airport.

I request that you seek PDA Board Approval for the Airport to complete negotiations, and to enter into a license agreement with the NH Air National Guard, without charge, for the temporary use of airport land and airport runway and taxiways, for the purpose of hosting an Open House and Airshow.



NEW HAMPSHIRE AIR NATIONAL GUARD
HEADQUARTERS 157TH AIR REFUELING WING
PEASE AIR NATIONAL GUARD BASE NEW HAMPSHIRE

10 May 2021

Major Autumn Ricker, NHANG
Base Civil Engineer
157th Civil Engineer Squadron
302 Newmarket St Bldg 151
Pease ANGB, NH 03803

Mr. Paul Brean
Executive Director
Pease Development Authority
55 International Dr.
Portsmouth, NH 03801

Dear Mr. Brean

With the full complement of 12 KC-46A Pegasus aircraft now received, the 157th Air Refueling Wing is planning to conduct an Open House and Air Show (OHAS). Named the "Thunder Over New Hampshire Air Show," the event will occur on 11 & 12 September 2021 (with a practice day 10 September), on the 20th Anniversary of 9/11. With as much as the base and the Pease Development Authority have cooperated to facilitate air shows in the past, both for shows hosted by the PDA and by the military, we request Pease Development Authority's support for our OHAS in September. The headlining act will be the US Air Force Thunderbirds, and we will have multiple civilian and military flyovers, as well as a ramp full of static displays. The OHAS will attract a significant population from miles around the seacoast region and best estimates have Pease expecting close to 80,000 people over the two-day weekend. This OHAS will be uniquely situated to provide the region with an economic stimulant following 18 months of fighting the COVID-19 pandemic and we are excited to share this experience with the PDA.

In order for the Air National Guard to be the primary hosts of the OHAS, temporary use of adjacent PDA property is proposed. Areas include the Apron at Taxiway Echo to Foxtrot, Taxiway Delta, North Apron, North Apron Access Road, and the Overflow Parking Lot at corner of Arboretum Dr & North Apron Access Rd. Specifically, a License for temporary non-exclusive use of these areas by the United States of America is contemplated in accordance with Air Force Instruction 32-9001 and applicable law. The North Apron and Overflow Parking Lot would be used for parking, ingress, and egress of OHAS attendee vehicles. Taxiway Delta would serve as the staging area for the Thunderbirds, and the Apron at Taxiway Echo to Foxtrot would hold military static display aircraft and spectators. Additionally, we would like to discuss if including Short Street and vicinity in the License would be beneficial, as it would allow ANG personnel to ensure safety and security at this key location during the OHAS. To allow time for setup and restoration, a license duration of 7 through 13 September 2021 is desired.

"Citizen soldiers building the nation's most respected Air National Guard Unit-serving America, New Hampshire, and community..in partnership with family and employer."

The Air Show has the full support of the Pease Air National Guard Base Commander, Colonel John Pogorek, the NH Air National Guard Commander, Brigadier General Jed French, the Adjutant General of the NH National Guard, Major General David Mikolaities. As a military-hosted event, the purpose is to enhance the public awareness of Air Force preparedness, to demonstrate modern weapon systems and capabilities, to promote positive community and international relations, to showcase our Airmen and to support Air Force recruiting and retention, and to provide opportunities for education and generate interest in the military and its role in national security. By regulation, fees cannot be charged for the event, and there are strict rules on concessions and hospitality spaces. Concession and civilian displays are intended to occur on US Air Force property proposed to be licensed to the NH Military Assistance Foundation, and not on PDA property. Of value, however, is the significant publicity brought to airports by air shows. It is proposed that this publicity and other benefits of an air show occurring at the airport be considered as in-kind services in lieu of a monetary fee for the License requested herein. It is further understood that the PDA has an obligation as a FAA grant recipient to ensure aeronautical facilities are available for aeronautical use and parking vehicles on the North Apron may be at odds with this, however it is directly tied to an aeronautical event that serves to provide education and inspiration to the next generation of pilots and aviation professionals. Beyond aircraft static displays, the Open House Air Show will have a Science, Technology, Engineering, and Mathematics (STEM) educational area with an aeronautical focus.

We hope that the PDA will find pursuit of a real property License agreement feasible; the particulars can be further developed and negotiated to meet the needs to both parties. I may be reached at autumn.ricker.1@us.af.mil or 603-430-2384.

Sincerely

RICKER.AUTU Digitally signed by
RICKER.AUTUMN.1236508869
MN.1236508869 Date: 2021.05.10 09:17:22 -04'00'

AUTUMN RICKER, Major, NHANG

“Citizen soldiers building the nation’s most respected Air National Guard Unit-serving America, New Hampshire, and community..in partnership with family and employer.”

MOTION

Director Anderson:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to accept certain improvements to the Golf Course Clubhouse restaurant space made by Grill 28 in full satisfaction of its outstanding concession obligation for the months of April, May and June of 2020, which it was unable to pay as a result of the COVID-19 public health emergency; and to finalize and execute any necessary documentation to transfer ownership of said improvements from Grill 28 to the PDA; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated May 5, 2021, attached hereto.

Note: Roll Call Vote Required.

MEMORANDUM

To: Paul E. Brean, Executive Director *PaB*

From: Scott DeVito, PGA General Manager

Date: May 5, 2021

Subject: Request to accept improvements in lieu of certain concession fees from Grill 28

Due to the financial impact of COVID-19 last spring, Galley Hatch Restaurant, Inc., d/b/a Grill 28 ("GHR") was unable to pay the Concession Agreement fee of 17% during the months of April, May, and June 2020, totaling \$36,940.17 in funds owed to the PDA. Since that time, GHR made investments in the restaurant space to better serve customers and comply with CDC and City of Portsmouth COVID-19 requirements. Specifically, GHR made the following infrastructure improvements to Grill 28:

\$ 4,200.00	HVAC Improvements
\$18,450.00	CDC compliant physical barriers throughout restaurant
<u>\$14,290.17</u>	Three season aluminum framed patio covering, with fans, and lighting
<u>\$36,940.17</u>	<u>TOTAL</u>

The HVAC improvements involved the installation of four Reme-Halo UV Air Ionizers into the air exchange ducts throughout the building. These units help eliminate microbial in the air and along the surfaces of the duct work while improving overall air quality in the building. Inside Grill 28 nine 8 foot high movable barriers are in place to assist in meeting City of Portsmouth COVID guidelines, while also helping to increase the number of seats in the dining area. Two mobile barriers have been added at the bar for increased seating capacity. These specific investments have allowed Grill 28 to meet COVID-19 CDC requirements and remain operational during these extremely challenging times, something not all restaurants have been able to do.

The third item is a three season aluminum framed tent structure with retractable vinyl side panels that will increase overall outdoor seating capacity, and add another private function space. The tent structure will allow utilization of the patio during inclement weather and provide shade during summer months. The new covering will increase overall sales, and usage of this 48 person seating area from mid-March through early December. The total cost of the tent structure is \$49,500, to be shared between the PDA and Grill 28 if separately authorized by the Board. If approved, \$14,290.17 of Grill 28's contribution would be a credit toward the 2020 concession fees noted above.

Attached is the paperwork detailing the companies, equipment, and pricing for the above items. All assets contributing toward the concession fee credit would be transferred to the PDA by Grill 28. Addition of these asset have immediate value to the Pease Golf Course and PDA and will be utilized for the foreseeable future.

Please be advised, Grill 28 resumed paying the concession fee in July of 2020 and is current to date.

With the foregoing in mind, please request that at its meeting on May 20, 2021, the Board of Directors accept these improvements as PDA property, in full satisfaction of Grill 28's outstanding concession obligation from April, May, and June 2020.

Thank you for your consideration.

attachments



ESTIMATE

Date: 11/13/2020
 Expiration Date:
 12/13/2020

TO: JOHN TINIOS
 LOCATION: GRILL 28
 SCOPE: UV PROTECTION ON HVAC
 EMAIL: J.TINIOS84@GMAIL.COM

Job	Terms	Due Date
HVAC UV PROTECTION	Exp. 30 days	

- ❖ Labor/Guarantee:
- ❖ If any changes require upgrading over this estimate, there will be an added cost. Permits, fees, and good workmanship following good code practices will be included with this contract. Workmanship is guaranteed for one (1) year.

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

***INSTALL RGF REME HALO BROAD SPECTRUM UV LIGHTS ON (4) INDOOR AHU'S**
****INCLUDES ANY REQUIRED ELECTRICAL****

TOTAL: **\$4,200.00**

Estimate Prepared by: Todd Wilson/Todd@APHPlumbing.com/(603)918-7612

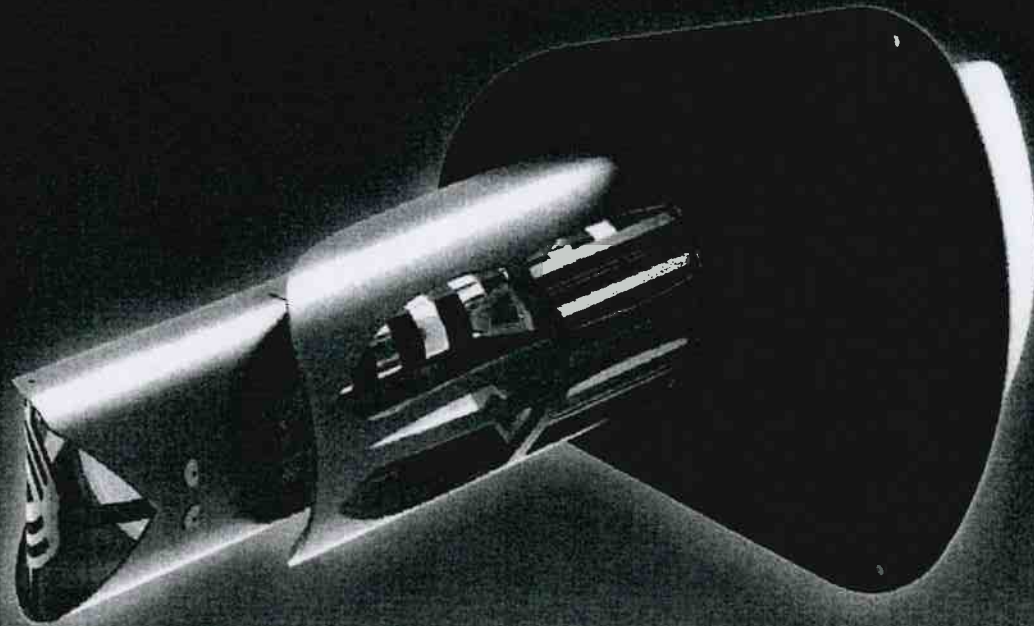
APH requires a minimum of a 30% deposit on or before the start of any project. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire and other necessary insurance on above work. Liability insurance on above work to be taken out by APH - Arakelian Plumbing and Heating, LLC.

Acceptance of Estimate: _____
Name/Title Date

REME • HALO™

By **RGF**
ENVIRONMENTAL GROUP INC.

- **Increased Ionized Hydro-Peroxide Output**
- **New Enhanced Catalyst With Zinc For Faster Kill Rates**
- **Easier, Faster, No Tool Cell Replacement**

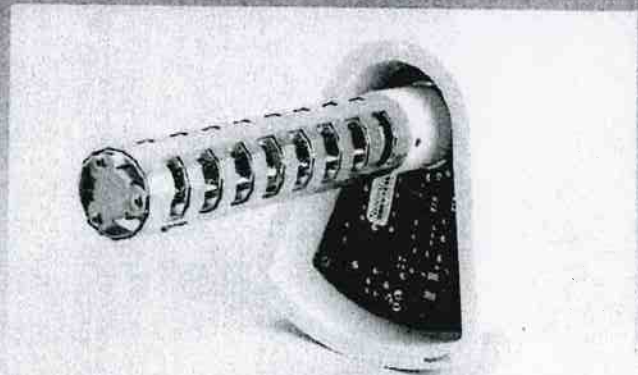


The REME HALO by RGF® is the next generation of IAQ technology. RGF has redesigned their REME HVAC unit with higher Ionized Hydro-peroxide output, which gives faster kill rates for microbials in the air as well as on surfaces. Also, this higher output drops more particulate from the air bringing relief to those who suffer from allergies and other respiratory issues.



Quick Release Feature

The REME HALO now features a quick release design for easy removal of the housing to allow easy replacement of the REME cell.



Adjustable Output

The REME HALO incorporates an adjustable shroud, which allows the customization of the AOP output.

M&W CONSTRUCTION

Quality set in stone

116 Drinkwater Road
Hampton Falls, NH 03844
Phone 603.548.9867

ESTIMATE #20320
DATE: 11/19/2020

TO:
TINIOS HOSPITALITY GROUP
325 LAFAYETTE ROAD
HAMPTON, NH 03842

WORK TO BE PERFORMED AT:
GRILL 28
200 GRAFTON ROAD
PORTSMOUTH NH

DESCRIPTION – COVID-19 DINING PARTITIONS AND "IGLOOS"	MATERIAL	LABOR	AMOUNT
FRAME – WELDED ALUMINIUM BOX. POWDER COAT FINISH WITH CASTERS FOR MOBILITY; FIELD/CURTAIN – 12MIL TRANSPARENT ISINGLASS FIELD, GROMET/STITCH ATTACHMENT TO FRAME			
NORTH-SIDE MAIN DINING AREA – (5) 96" X 10'0" PARTITIONS; (2) 96" X 8'0" PARTITIONS; (2) 96" X 6.5' PARTITIONS;	ISINGLASS CURTAINS – 5@550.00 6@475.00 FRAMES – 9@650.00	ASSEMBLY – 11@250.00	\$14,200.00
SOUTH-SIDE MAIN DINING AREA – (2) 96" X 4' PARTITIONS;	ISINGLASS CURTAINS- 2@475.00 FRAMES – 2@650.00	ASSEMBLY – 2@250.00	\$2,750.00
BAR SEAT DIVIDERS – FRAME- 1"X1.5" BOX ALUMINIUM CUT/WELDED/SANDED/POWDERCOATED FIELD – ¼" PLEXI GLASS			
(2) 2'6" X 4'6" BAR TOP SELF CLAMPING PLEXI DIVIDER WITH ½" STAINLESS STEEL THREADED CLAMP AND HANDLE	FRAMES AND PLEXI- 2@675.00	ASSEMBLY – 2@75.00	\$1,500.00
TOTAL -			\$18,450.00

50% Deposit required to schedule work.
Make all checks payable to M&W CONSTRUCTION

Thank you for your Business!

M&W CONSTRUCTION
116 Drinkwater Road
Hampton Falls, NH 03844
04/27/2021

EST.21074

Estimate submitted to:

TINIOS HOSPITALITY GROUP
C/O MR JOHN TINIOS
325 LAFAYETTE ROAD
HAMPTON, NH 03842
TEL. - 603.926.6152

From the office of:

THOMAS G. WINES
116 DRINKWATER ROAD
HAMPTON FALLS, NH 03844
CEL - 603.548.9867
winzee@comcast.net

GRILLE 28

200 GRAFTON ROAD
PORTSMOUTH

Convex Style Seasonal Deck Canopy with Weather Curtain Enclosure System

DESCRIPTION & SPECIFICATIONS FOR THE WORK:

Fabricate and install one seasonal convex style deck canopy with approximate dimensions of 34-1/2' wide x 20' projection x 40" drop finished with an 8" valance.

Canopy will be anchored to building using heavy weight wall track at approximate elevation of 140" (just under lights). Canopy frame will be supported by seven 1-1/4" round posts around perimeter. The posts will be painted white and will be anchored to existing concrete pad.

Frame will be fabricated using 1" round Gatorshield galvanized steel pipe. This deck canopy will have welded trusses to prevent sagging due to large projection. All welds will be spray painted with Gatorshield® corrosion resistant silver paint.

Seasonal cover will be roped to frame. Front and sides will be anchored to frame using lacing bar.

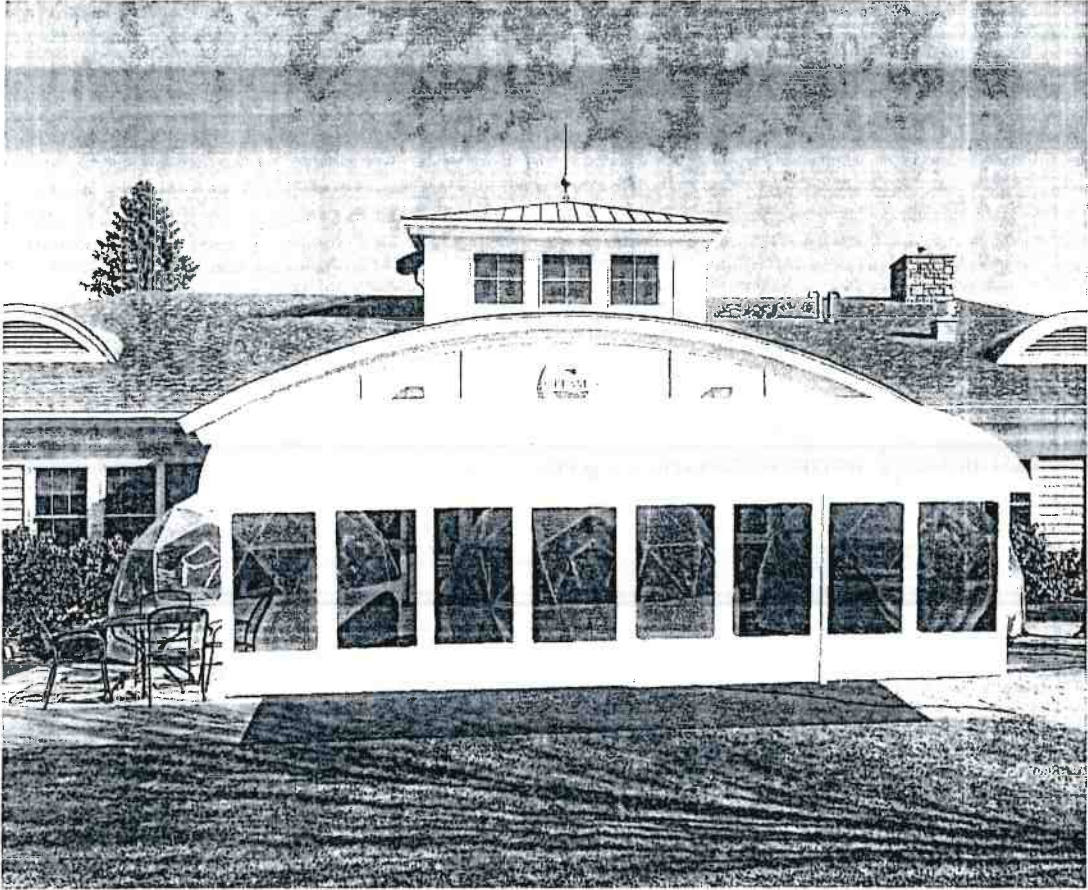
Soltis Proof Vivo is a high-tenacity structurally stable flame retardant polyester with PVDF coating for extra water repellency that comes with an 8-year limited manufacturer's warranty. All stitching will be done with PTFE thread which is guaranteed to outlast fabric.

Weather curtain enclosure system will consist of eight rollup up weather curtains with zippers: four at front and two more on each side. Each weather curtain will have two large clear vinyl windows to keep area bright and view of golf course well visible. Emergency egress "doors" will have Velco around one clear vinyl section on each side.

This will include 3 ceiling fan mounts and fans with lights mounted. Led strip lights at perimeter. A licensed electrician and permitting for such will be required for the running of lights/fans and emergency exit signs, and is not provided by M&W Construction.

M&W CONSTRUCTION
116 Drinkwater Road
Hampton Falls, NH 03844
04/27/2021

PROP.21074



M&W CONSTRUCTION
116 Drinkwater Road
Hampton Falls, NH 03844
04/27/2021

EST.21074

We hereby propose to furnish all materials and labor necessary for the completion of said job(s). All material is to be as specified, And the said work to be performed in accordance with specifications submitted and completed in a substantial workman like manor.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All permitting and associated fees are the responsibility of the establishment-owner and are not included in this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

NOTE – 3 outdoor rated 52” ceiling fans and two “exit” signs are included in this estimate, however it does not include conduits, electrician, or permitting for such.

TOTAL JOB COST - \$49,500.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as follows...

50% due at scheduling.....	\$24,750.00
25% due at start of the job.....	\$12,375.00
25% or the remainder of balance due upon completion.....	\$12,375.00

To assure you of the 1st possible start-date, please call Tom to schedule –

DATE _____ SIGNATURE _____

SIGNATURE _____

MOTION

Director Lamson:


The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to cost share with Galley Hatch Restaurant, Inc., d/b/a Grill 28 for the purchase of a seasonal tent covering for the Grill 28 patio, for a total cost not to exceed \$49,500, and with the PDA share not to exceed \$24,750; all in accordance with the memorandum from Scott DeVito, PGA General Manager dated May 5, 2021, and attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as the tent covering, which is designed to match the existing patio tent covering in terms of structure and material, has already been ordered from a local supplier by Galley Hatch Restaurant, Inc., d/b/a Grill 28 in order to have it fabricated and installed for the 2021 golf and outdoor dining season.

NOTE: Roll Call Vote Required.
This motion requires 5 affirmative votes.

N:\RESOLVES\2021\Grill 28 Tent Cost Share 5-20-2021.docx

MEMORANDUM

To: Paul E. Brean, Executive Director 

From: Scott DeVito, PGA General Manager

Date: May 5, 2021

Subject: Request to cost share seasonal patio canopy at Grill 28

The Pease Development Authority (“PDA”) 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. A strong collaboration between the two entities has resulted in a successful operation with continuous growth in food and beverage sales. The onset of Covid-19 in early spring of 2020 has required both GHR and PDA to invest in capital improvements and new operating procedures to remain viable during the pandemic. This collaboration has resulted in Grill 28 remaining operational during the pandemic, which has been a benefit to customers at the Golf Course and resulted in a consistent concession revenue stream. I am happy to report Grill 28 and Pease Golf Course are in a strong position to meet the highly anticipated demand of golfers and diners this upcoming season.

Center for Disease Control, the State of New Hampshire, and the City of Portsmouth have provided guidance and regulation for restauranteurs to operate during the pandemic. Grill 28 currently meets all regulations to operate during the pandemic and both PDA and GHR have worked hard to gain the trust and confidence of its customers. Grill 28 has recognized a strong demand for outside dining and industry insight reports the “al fresco” experience is currently preferred by the consumer. It is anticipated this trend will continue post-pandemic. Currently, Grill 28 cannot accommodate the number of customers requesting to dine outside. Additional outdoor space will also assist with the scheduling of functions and events at the Clubhouse.

To accommodate the demand for outside dining and support appropriate social distancing during golf tournaments, I am requesting to purchase a three season aluminum framed tent structure to cover the existing back patio at Grill 28. The tent structure will allow utilization of the patio during inclement weather and provide shade during summer months. The tent is 34-1/2 ft. X 20 ft., constructed with commercial grade framing, fire retardant polyester, and utilizes similar design and components of the existing tent at Grill 28. The total cost of the tent structure and installation is \$49,500.00.

The cost of the tent and installation would be shared between the PDA and GHR. PDA would be responsible for \$24,750.00 of the total cost, which is currently funded in the Golf Course budget due to reduced capital expenditures in FY21. GHR would be responsible for \$24,750.00 of which \$14,290.17 would also be counted toward a PDA Board approved credit toward GHR's outstanding 2020 concession fee. The GHR 2020 concession fee credit is contingent on Agenda Item XIII B (4) of the May 20, 2021 PDA Board of Director's Meeting. If approved, the tent would be inventoried as a PDA asset and would remain PDA property.

Additionally, a waiver of the formal request for proposal process is requested for the following reasons. In order to get the tent delivered this dining/golf season, Tinios Hospitality Group, the parent company of GHR, has already contracted with M&W Construction for custom fabrication and installation of the tent. The proposed tent is of the same design and material of the existing tent at Grill 28 and will meet the same specifications required in City of Portsmouth building permit requirements. Annual maintenance that consists of seasonal assembly and disassembly will be conducted in sequence with the existing tent. Due to the extreme demand for tents in relation to Covid-19 it is unlikely a response would meet the schedule for having installation complete at the onset of this season.

Please request that at its May 20, 2021 Meeting, the Board of Directors approves a cost share with GHR for the purchase of a seasonal tent and waives the formal RFP process.

Thank you for your consideration.

Attachments

M&W CONSTRUCTION
116 Drinkwater Road
Hampton Falls, NH 03844
04/27/2021

EST.21074

Estimate submitted to:

TINIOS HOSPITALITY GROUP
C/O MR JOHN TINIOS
325 LAFAYETTE ROAD
HAMPTON, NH 03842
TEL. - 603.926.6152

From the office of:

THOMAS G. WINES
116 DRINKWATER ROAD
HAMPTON FALLS, NH 03844
CEL - 603.548.9867
winzee@comcast.net

GRILLE 28

200 GRAFTON ROAD
PORTSMOUTH

Convex Style Seasonal Deck Canopy with Weather Curtain Enclosure System

DESCRIPTION & SPECIFICATIONS FOR THE WORK:

Fabricate and install one seasonal convex style deck canopy with approximate dimensions of 34-1/2' wide x 20' projection x 40" drop finished with an 8" valance.

Canopy will be anchored to building using heavy weight wall track at approximate elevation of 140" (just under lights). Canopy frame will be supported by seven 1-1/4" round posts around perimeter. The posts will be painted white and will be anchored to existing concrete pad.

Frame will be fabricated using 1" round Gatorshield galvanized steel pipe. This deck canopy will have welded trusses to prevent sagging due to large projection. All welds will be spray painted with Gatorshield® corrosion resistant silver paint.

Seasonal cover will be roped to frame. Front and sides will be anchored to frame using lacing bar.

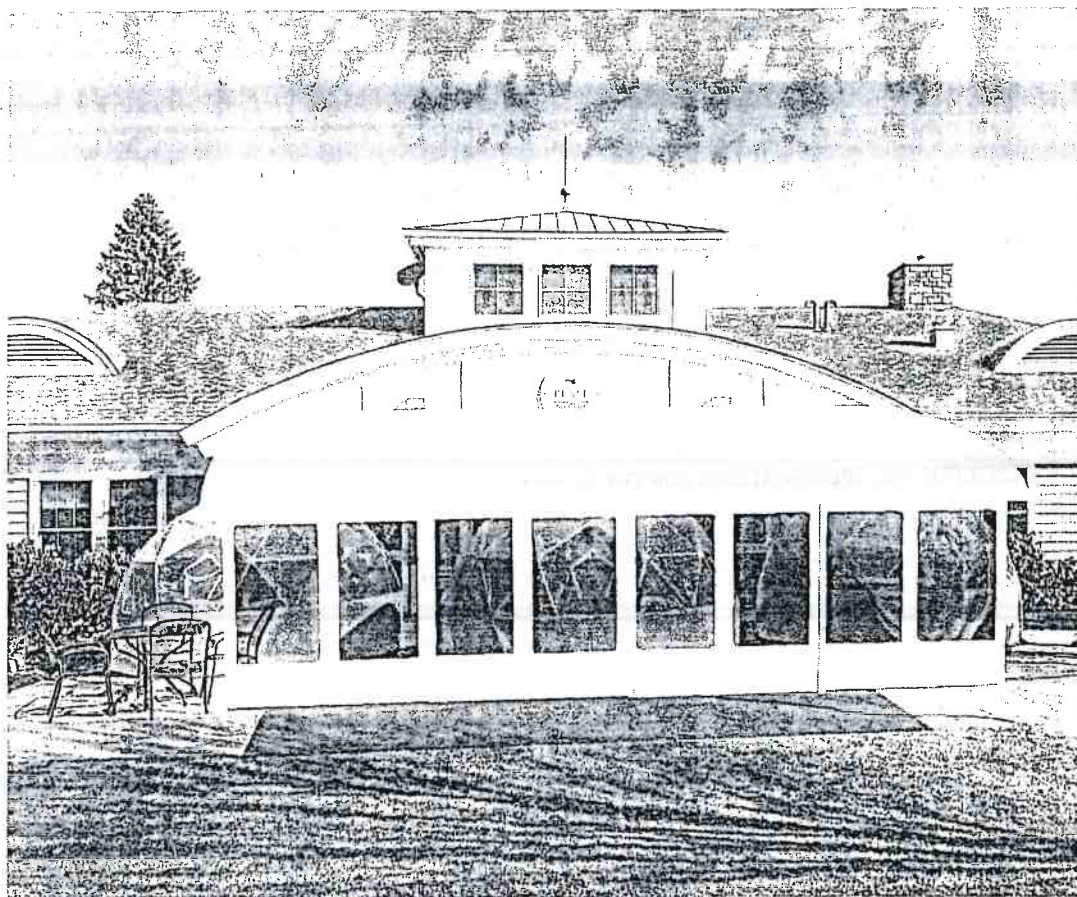
Soltis Proof Vivo is a high-tenacity structurally stable flame retardant polyester with PVDF coating for extra water repellency that comes with an 8-year limited manufacturer's warranty. All stitching will be done with PTFE thread which is guaranteed to outlast fabric.

Weather curtain enclosure system will consist of eight rollup up weather curtains with zippers: four at front and two more on each side. Each weather curtain will have two large clear vinyl windows to keep area bright and view of golf course well visible. Emergency egress "doors" will have Velcro around one clear vinyl section on each side.

This will include 3 ceiling fan mounts and fans with lights mounted. Led strip lights at perimeter. A licensed electrician and permitting for such will be required for the running of lights/fans and emergency exit signs, and is not provided by M&W Construction.

M&W CONSTRUCTION
116 Drinkwater Road
Hampton Falls, NH 03844
04/27/2021

PROP.21074



M&W CONSTRUCTION
116 Drinkwater Road
Hampton Falls, NH 03844
04/27/2021

EST.21074

We hereby propose to furnish all materials and labor necessary for the completion of said job(s). All material is to be as specified, And the said work to be performed in accordance with specifications submitted and completed in a substantial workman like manor.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All permitting and associated fees are the responsibility of the establishment-owner and are not included in this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

NOTE - 3 outdoor rated 52" ceiling fans and two "exit" signs are included in this estimate, however it does not include conduits, electrician, or permitting for such.

TOTAL JOB COST - \$49,500.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as follows...

50% due at scheduling.....	\$24,750.00
25% due at start of the job.....	\$12,375.00
25% or the remainder of balance due upon completion.....	\$12,375.00

To assure you of the 1st possible start-date, please call Tom to schedule -

DATE _____ SIGNATURE _____

SIGNATURE _____



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

PORT ADVISORY COUNCIL ANNUAL MEETING MINUTES

WEDNESDAY, MARCH 10, 2021

Pursuant to NH RSA 91-A:2 III(b) Port Council Chairman Roger Groux has declared COVID-19 an emergency condition and waived the requirement that a quorum be physically present at the meeting in accordance with the Governor's Executive Order 2020-04, Section 8 and Emergency Order #12, Sections 3 and 4. Port Council members 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, from the Pease Development Authority, who explained the meeting protocols. The meeting was audio recorded (there was no video component available).

1. CALL TO ORDER

A roll call attendance was taken and the meeting was called to order at 6:03 PM.

PRESENT:

Roger Groux, Chairman, Dover Point, NH with no other individuals present.
Brad Cook, Vice-Chairman, Hampton, NH, with no other individuals present.
Erik Anderson-Portsmouth, NH, with no other individuals present.
Chris Holt-Stratham, NH, no other individuals present. Chris was excused at 7:03 PM
Chris Snow-Dover Point, NH, with no other individuals present.
Mike Donahue-Newington, NH, with no other individuals present (arrived at 6:08 PM)
Esther Kennedy-Portsmouth, NH with no other individuals present.
Jeff Gilbert-Rye, NH with no other individuals present, Jeff left the meeting at prior to the end, but time was not noted.

2. APPROVE MINUTES

Erik A. made a motion to accept the February 10, 2021 minutes. Brad C. seconded, there was no discussion, a roll call vote was taken and the motion passed.

3. FINANCE REPORT

Director Marconi reported that we are ahead of year to date budget, some loss of revenue at the Fish Pier due to construction. Pier Use, Mooring, and Berthing revenues continue to come in and numbers are reflected in the report for period ending January 31, 2021. The next report will include February numbers.

4. DIRECTOR'S REPORT

There was no PDA Board meeting in February so there is nothing to report there. Director has a request for the Capital Budget Overview Committee to use the refund, about \$58,000, from the Hampton dredging for expenses on the Rye Harbor dredging. The CBOC meeting is April 2nd. Geno attended a Section I Operating Budget meeting this morning, this is a requirement due to the 6 FT classified and 4 PT positions. PDA reimburses the state for the cost of payroll and benefits for these positions. Deputy Chief Harbor Master Grant Nichols was nominated by the Governor to be the Asst. Director of Homeland Security and Emergency Management for the State of NH. Internal discussions are ongoing regarding how to fill that position when the time comes. Salt piles are going down quickly, Morton is replenishing this week. Cianbro has a contract with PNSY for the super flood basin, they use the Port to move concrete manufacturing materials over to the job and to remove dredge materials. Cianbro has 2 Rights of Entry at the Port, one is for the construction and one is for dredging. The dredge materials were fully examined for a clean materials management plan, the dredge materials will be going to Rochester for disposal. At the Portsmouth Fish Pier, sheet piles are being driven. It is a difficult project. The materials and equipment, (steel ladders, fuel system, jib cranes, etc.) needed for the project are ready to go when the time comes. Geno explained about the hydraulic hoists that will be installed at the fish pier. The inside wall will be done next to expedite the installation the hoists, fuel system and floating docks. He has been working with DES for the Functional Replacement and BUILD Grant permits and mitigation, he explained that in 1990 the permits were granted and the Port Authority paid \$1.6 mil for an aggressive mitigation plan and we are hoping to get credit for that because that 1990 project was never completed. The 95% design plans for the BUILD Grant should be arriving soon. On the Turning Basin project, as the project sponsor the Division received the draft Project Partnership Agreement ("PPA") for review and execution. The project cost has increased from the \$7.5 million that was set aside for the project, and we are about \$1.5 million short for the operation and maintenance portion of the project. He presented an over view of the project to the House & Public Works Committee and we are in the process of filing a formal Capital Budget request for the \$1.5 million. Will be asking the PDA Board to authorize the Executive Director to sign the PPA. If we are not able to do the dredging project this year, we will most likely lose the money and may never get it back. Esther mentioned if there is anything the Council can do to help to let them know. Roger wanted to mention how much the Port is supporting the PNSY project, which is the largest project on the river. Geno said the 2nd phase is about a \$153 million project and the 3rd phase is out to bid and could be anywhere from \$500-900 million. Roger said the Navy has rated this as one of their top projects. Roger spoke about the Piscataqua River Transit report which is included in the report this month (and will be going forward) bringing special attention to the amount of Gypsum that has been brought in. Erik asked about the timeline for the construction at the Fish Pier, Geno said the completion date was moved out to August, depending on how things go, it could be extended, the goal being getting a quality result rather than rushing through. Erik mentioned the folks at HL Patten (contractor for the Fish Pier project) have been courteous and professional. Further discussion regarding the Rye dredging funding shortfall and the refund from Hampton dredging project. Geno said there may be a rebate from Rye Harbor, but that money will go back into the General

Fund. Discussion on the boat that sunk in Hampton. NHDES is working with the Coast Guard and owner for a resolution. Roger reported that he and Mike went to the Fish Pier and looks like they are making good progress.

5. COMMITTEE REPORTS

Dredging- Chris H. reported that Rye Harbor dredging has been completed and waiting for final sign off from ACOE. There was 59,423 CY 8390 CY from the state anchorage. Returning the mooring hardware to the water will be the next step. Chris explained that a very heavy Gypsum ship was being brought in and the Sarah Long Bridge got stuck on the way up. There are serious concerns with the bridge operator (who is new) that was on duty that day as he waited to raise the bridge rather than raising it when requested by the Pilot. This is not the first time that this has happened and a report was filed with the appropriate authorities. There is a ZOOM meeting scheduled with all parties to discuss requests to raising the bridges going forward. Chris explained the precise process that the Pilots go through when determining the correct timing for a bridge opening request, likening it to a well-choreographed dance. Chris mentioned that the bridge operator has only been on the job for a few weeks and this was the first incident with this operator. Geno added that he has also had conversations with the NH DOT Assistant Commissioner to brief that department of the situation. Further discussion for several minutes included number of bridge operators on at a time. Roger thanked Chris and the other Pilots for their quick action which no doubt prevented a potentially catastrophic incident.

Fisheries- Erik A. reported that this a naturally a slow time of year. Proposed regulatory rules for the Right Whale issue and the lobster industry has been delayed and most likely for NH some regulations should be going into effect next spring. Regulations should not greatly impact the NH fisherman, but there will be associated costs.

Government Relations-**Esther K.** reported the two big issues are the Sewage treatment plant and the nitrogen outflow at Pease, the city will be deciding if Portsmouth will join the committees with Dover and Rochester. Peirce Island Bridge won't be done for at least 10 years according to the CIP. At the last meeting, they spoke about the "boat dump" and what that would be like this summer as the trailers were a bit of an issue last year. Roger asked about her request to expand the commercial moorings in her area (as discussed at the last Council meeting) Esther has not spoken to the Chief Harbor Master about it yet. Erik asked if there has been any discussion on the city docks projected work. Not that she knows of, the owner of the island passed away and had an agreement with the city but that has gone by the wayside with his passing. They are trying to determine what to do with the old pump station.

Moorings- Chris S. reported that the initial mooring permit and wait list application period has passed, the grace period and final deadline ends on Monday March 15th and comes with a \$50 or \$10 late fee respectively. He hopes to have a full status report for the 2021 mooring season for next meeting. Kudos to the DMV for quick processing of the registrations that came through. Discussion regarding left over/abandoned moorings from the dredge.

PDA Liaison- Roger said there is nothing to report as there was no PDA meeting in February.

Recreational piers- Brad reported that there has been a fair bit of activity as the responsible folks have been down to look their mooring hardware in Rye. Recreational/charter activity should pick up in both Hampton and Rye starting on April 1st when cod fishery opens for 15 days and coincides with the haddock opening. Weather permitting should be an influx of activity.

6. NEW BUSINESS

- a. There was a letter presented to the Council from the American Lighthouse Foundation regarding the Whaleback Lighthouse beacon light replacement. Roger asked for permission to write a letter to the USCG on behalf of the council to request replacing the flashing beacon with a rotating light which would be restore the lighthouse to its historically correct version. Esther made a motion to have Roger write a letter to the USCG, Brad Cook seconded, a rollcall vote was taken and all were in favor. Jeff Gilbert and Chris Holt were not in attendance for the vote.
- b. Roger asked for a motion to write a letter of support to the NH Executive Council in regards to the Governor's appointment of Grant Nichols, the Deputy Chief Harbor Master, as the Assistant Director of the NH Department of Homeland Security and Emergency Management. They will be voting on March 24th. Mike Donahue made a motion to write a letter of support to the Executive Council for his nomination, Erik seconded the motion. A roll call vote was taken and all were in favor. Jeff Gilbert and Chris Holt were no longer in attendance for the vote.

7. OLD BUSINESS

8. PUBLIC COMMENT

Peter Welch (from Newington) complimented Captain Holt on his handling of the ship during the bridge incident.

9. PRESS QUESTIONS

No press in attendance.

10. ADJOURNMENT

Esther made a motion to adjourn, Erik seconded, a roll call vote was taken, all were in favor and the motion passed. Jeff Gilbert and Chris Holt were no longer in attendance for the vote. The meeting adjourned at 7:03 PM. Director thanked Greg from PDA for this help in facilitating the meeting.



PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

DATE: April 27, 2021
TO: Paul Brean, Pease Development Authority ("PDA"), Executive Director *PAB*
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 (the "Division") received a request from the XI Northeast Fishery Sector, Inc. (the "Sector") to exercise its final option 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. 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 continues to work closely with the members of the Sector and supports this request. The PDA approved the original 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, 2021 through June 30, 2022.
- 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.

Geno Marconi; Director
Pease Development Authority
Divisions of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

April 14, 2021

RE: Hose Reel Upgrades at Rye Harbor.

Mr. Marconi,

Following please find my scope of work and cost to replace two hose reels at Rye Harbor. As always, please call with any questions or comments.

Scope of Work

Replace the two (2) existing hose reels with new Hannay power rewind reels, including:

1. Remove the existing reels.
2. Install new reels in their place. One will be for ¾" x 100' of hose and the other will be for 1" x 100' of hose.
3. The new reels will be stainless steel except for the fluid path pipes and the motors.
4. They will come with rollers for the hose to retract through.
5. The swivels will be stainless steel *SuperSwivels*.
6. Your existing hoses, nozzles and piping will be reused on the new reels.

Cost for the installation described above: \$6,427.00

Please call with any questions.

Sincerely,



Digitally signed by Roy Creley
Date: 2021.04.16 11:22:07
-04'00'

ACCEPTANCE

I, Geno Marconi, of The Pease Development Authority, being duly authorized to enter into this contract hereby approve of the equipment, services and terms listed herein and am authorizing the work to commence.


Signed

4/16/2021
Date

Division Director
Title



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *PB*
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: April 22, 2021
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #1256, from Richard Syphers to Mark Cummings.

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

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

○○○○ TAKING YOU THERE

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TES*
Re: Commercial Transfer
Date: April 22, 2021

Richard Syphers and Mark Cummings are requesting the transfer of a Mooring Permit (#1256) in the Hampton Harbor mooring field area 1. Attached is documentation of Cumming's commercial enterprise in the form of a fishing license. Also attached is the transfer request from Syphers. Mark Cummings has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #1256 be transferred to:

Mark Cummings
2890 Arrowhead Place
Seaford, NY 11783



TO: Paul Brean, Executive Director, PDA *PAB*
FROM: Geno J. Marconi, Director, DPH *[Signature]*
DATE: May 3, 2021
RE: Commercial Moorings For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Esther's Marina, Inc.

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

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

Division of Ports & Harbors

Memorandum

To: Capt. Geno Marconi, Director

From: Tracy R. Shattuck, Chief H/M *TCS*

Re: Commercial Moorings for Hire

Date: May 3, 2021

Pull and B.D., Inc currently holds 1 Commercial Mooring for Hire in front of the property on Goat Island. They have applied for a second in the area of Belle Isle, which area does not currently have a waitlist. I recommend issuing this permit as it is in compliance with the administrative rules.

Esther Kennedy is the proprietor of Esther's Marina which currently holds 2 Commercial moorings and 3 Commercial Moorings for Hire. She has submitted a request that one of the Commercial Moorings (#7618) be changed to Commercial for Hire. This is in accordance with the administrative rules and I recommend the change.



TO: Paul Brean, Executive Director, PDA
FROM: Geno J. Marconi, Director, DPH
DATE: May 3, 2021
RE: Commercial Moorings For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Pull and B.D., Inc.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno Marconi, Director
From: Tracy R. Shattuck, Chief H/M *TKS*
Re: Commercial Moorings for Hire
Date: May 3, 2021

Pull and B.D., Inc currently holds 1 Commercial Mooring for Hire in front of the property on Goat Island. They have applied for a second in the area of Belle Isle, which area does not currently have a waitlist. I recommend issuing this permit as it is in compliance with the administrative rules.

Esther Kennedy is the proprietor of Esther's Marina which currently holds 2 Commercial moorings and 3 Commercial Moorings for Hire. She has submitted a request that one of the Commercial Moorings (#7618) be changed to Commercial for Hire. This is in accordance with the administrative rules and I recommend the change.



MOTION

Director Levesque:

The Pease Development Authority Board of Directors approves a one year waiver to the purpose provision of Rye Harbor Lobster Pound's 2020 Rye Harbor Marine Facility Right of Entry, in order to permit the sale of ready to eat items, contingent on certain specified stipulations; all in accordance with the letter from Governor Christopher Sununu dated April 20, 2021, and attached hereto.

NOTE: Roll Call Vote Required.



**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

CHRISTOPHER T. SUNUNU
Governor

April 20, 2021

Mr. Nathan Hanscom & Ms. Sylvia Cheever
Rye Harbor Lobster Pound
91 Gulf Rd.
Derry, NH 03038

Dear Mr. Hanscom & Ms. Cheever:

In June of 2015 you entered in to a Right of Entry (ROE) with the Pease Development Authority, Division of Ports and Harbors (PDA-DPH) for the purpose of providing a building to be "used for retail sales of lobster catch and parking" from your lobster boat operations. In 2019 your ROE was amended to allow you to continue to sell items from fishermen operating in the harbor since you no longer operate a lobster boat of your own. Since that time you have greatly expanded your business beyond the scope of the ROE to include restaurant style items and on premise seating. While it is great to see that your business is thriving we want to make sure that it is operating within the scope of the ROE.

In a letter dated February 17, 2021, PDA-Division of Ports and Harbors informed you that you must return your operations back to the original parameters outlined in the ROE. I have spoken with Director Marconi and we agreed that it would be possible to grant your business, the Rye Harbor Lobster Pound, a one year waiver from the parameters in the ROE. This will give you time to work with the PDA-DPH on a new ROE that fits the needs and scope of your existing business and permits your current operations. In the meantime this waiver allows you to continue to sell other ready to eat items including but not limited to chowders, lobster rolls, etc. for up to a year.


This waiver is contingent upon the following stipulations:

- Rye Harbor Lobster Pound needs to work with State and Local officials to find a long term management solution to traffic and parking, being sure to not block access for other businesses, the boat launch, fire accesses, and ensuring that customers adhere to the 30 minute parking limits.
- Proper sanitation must be provided including trash receptacles and compliance with all food safety provisions.
- Maintain the exterior of the area with regular trash pickup that may be left behind by customers.
- While the ROE does not permit seating, in order to allow for a better customer experience this waiver allows you to have seating but it must be in the area immediately in front of Rye Harbor Lobster Pound and it must not exceed 10 seats.
- We understand your operation supports the harbor and the local fishing industry. To that end, I ask that the majority of the product you sell be locally sourced taking care to sell as many products from the docks as possible per the spirit of the ROE.

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
Website: <http://www.governor.nh.gov/> • Email: governorsununu@nh.gov
TDD Access: Relay NH 1-800-735-2964

As a state we always strive to provide flexibility. I'm asking for your commitment to work with State and Town Officials to mitigate the areas described above. With a little work I'm confident these issues can be resolved. I look forward to stopping by the Rye Harbor Lobster Pound soon for a cup of chowder and a lobster roll as we kick off what I know will be a great summer season.

Sincerely,


Christopher T. Sununu
Governor

CC: Kevin H. Smith, Chairman Pease Development Authority
Paul Brean, Executive Director, Pease Development Authority
Geno J. Marconi, Director, Division of Ports and Harbors, Pease Development Authority



MOTION

Director Anderson:

The Pease Development Board of Directors hereby approves of the Winter Boat Storage Initial Proposed Fee Amendment, and authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated May 13, 2021, attached hereto.

NOTE: Roll Call Vote Required.



PEASE

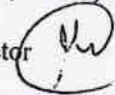
INTERNATIONAL

PORTS AND HARBORS

556 Market Street, Suite 1 Portsmouth, NH 03801

Date: May 13, 2021

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

From: Geno Marconi, Division Director 

Subject: Winter Boat Storage Initial Proposed Fee Amendment

The Division of Ports and Harbors (the "Division") staff reviewed the current winter season boat storage fee and conducted comparisons with other local winter storage facilities. Based on the findings, the Division believes its current storage fees are significantly below market rate and, therefore, the Division is proposing an increase in the winter storage fee for the Rye and Hampton Harbor Marine Facilities. The winter boat storage season runs from November 1 to April 30.

The current winter storage fee is:

- \$9.00 per foot Length Overall (LOA)

The proposed winter storage fee is:

- \$18.00 per foot Length Overall (LOA)

Revenues collected from winter storage at Rye and Hampton:

- 2018-2019 \$18,762
- 2019-2020 \$18,805
- 2020-2021 \$19,269

STORAGE COMPARISONS

Hampton River Marina	\$1,000 flat rate any size	(confirmed via telephone)
Great Bay Marina	\$29.00/ft.	(haul, launch, trailered)
George's Marina	\$20.00/ft.	(confirmed via telephone)
Great Cove Marina	\$35.00/ft.	(haul, launch)
Marina at Hatters Point	\$20.00/ft.	(trailered)
Webhannet River Boat Yard	\$16.00/ft.	(trailered)

The Division presented the initial proposed fee amendment to the Division of Ports and Harbors Advisory Council ("PAC") for review and comment at its May 12, 2021 meeting. The PAC approved recommending the initial proposed fee amendment to the PDA Board of Directors. Therefore, the Division recommends the PDA Board of Directors approve the initial proposed fee amendment. Upon PDA approval, the Division will seek public comment by publishing the initial proposed fee amendment in 2 newspapers of general circulation, hold a public hearing, and accept written comment for 30 days after the public notice.

Taking into account any written comments or any comments from the public hearing, the Division will prepare a Final Proposed Winter Storage Fee Amendment to be presented to the PDA Board at its August 2021 meeting, with an anticipated effective date of November 1, 2021.

○○○○ TAKING YOU THERE

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



55 Harbor Road
Hampton, NH 03842
603-929-1422

HOME

ABOUT US

Store your boat in a safe place for the winter!

WATERS EDGE YACHT CLUB

FACILITIES/SERVICES

RATES

SUMMER STORAGE

WINTER STORAGE

FAQs

CONTACT US

Hampton River Marina offers wet and dry storage for the winter time. Call us at [603-929-1422](tel:603-929-1422) today to ask about our winter rack storage special for boats 25' LOA and under. Call for availability. *Winterization currently performed by authorized service providers. Additional fees will apply.

Winter services that we offer 10/15 - 5/1

- Wet storage
- Dry storage
- *Winterization
- Shrink wrap 25' & under
- Office hours: Mon-Fri
- And more



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Rate - \$1,000 Any Size



We're here year-round, and we have all-inclusive, very competitive rates. Whether you have a trailer boat or you need a boat on jack stands we have different plans to fit your needs. Our five steel indoor storage buildings provide the perfect indoor option. (please note that these buildings are not heated.) Our Service Department can winterize your engines and get a start on any work you may need over the off season, or you're free to do it yourself*. Our 36 acres allows for complete and easy access to your boat. You can drive right up to it!

WINTER STORAGE

Season, Sept. 1 – June 30

- Rates are calculated on length over all
- All boats will be measured
- All payments due upon arrival of boat
- Call for rates on multi-hulled boats

TRAILORED BOAT STORAGE (2020-2021 RATES SUBJECT TO CHANGE)

Outside on customer's trailer.....\$29.00/ft

*Outside on customer's trailer.....\$37.00/ft

Inside on customer's trailer.....\$62.00/ft

*Inside on customer's trailer.....\$76.00/ft

*Includes haul, bottom wash and spring launch

JACK STAND STORAGE (2020-2021 RATES SUBJECT TO CHANGE)

Outside up to 34'\$38.00/ft


Great Cove Boat Club

The Safe and Sociable Home Port for Southern Maine and Portsmouth, New Hampshire

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 - [Summer Slips and Moorings](#)
 - [Dock Plan](#)
 - [Slip Dimensions](#)
 - [Winter Slips and Storage](#)
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 - [Boat House Rental](#)
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Member Login

 Username or email

 Password

Remember Me

- [Forgot Login?](#)

[Click for weather forecast](#)

Winter Slips and Storage

Winter Storage Slips: October 15th to May 15th
\$17 per foot based on length of slip
\$150 Winter Associate Membership Fee
Electricity individually metered at every slip

Winter Upland Storage Rates: October 15th through May 15th.
\$35 per foot (sailboats \$40 per foot) of overall boat length
\$22 per foot for Key Members
Haul, launch, bottom power wash* included
Payment in full due at time of haul
Signed contract, proof of insurance and all outstanding
balances must be paid in full and must be received
prior to launching. Additional charges and storage fees
may be incurred for late payments and delayed
launches. (Sailboats- stands supplied by IBH at cost.)

Shrink Wrapping:

\$19.00 per foot on land. \$22.00 per foot in water. (Key Members) Door
extra \$50. Custom shrink wrapping charged time and materials.

Labor Rates:

\$55.00 per hour

* Bottom Power Wash:

\$55 up to one hour.
Labor rates charged for additional time after the first hour.

Updated 02/19/2021



Marina at Hatter's Point
 Managed by New England Auto & Boat Storage
 Storage Service Center: (978) 380-2005
 10 Industrial Way • Amesbury, MA 01913

**SUMMER AND WINTER INDOOR CONTRACT
 for Vessel & Vehicle Storage**

Vehicle Type: Auto/Pick Up RV Motorcycle Trailer Boat Inflatable Service Truck Jet Ski

Name: _____ Boat Name: _____
 Address: _____ Length Over All (LOA) ** _____ Beam: _____ Draft: _____
 City, ST, Zip: _____ What Marina do you belong to? _____
 Mobile #: _____ Make/Model: _____ Year: _____ Reg. ID: _____
 Home # or Other #: _____ Insurance Comp.: _____ Expiration Date: _____
 Email: _____ A Certificate of insurance must be on file. _____ (initial)

YEAR _____ MAKE _____ MODEL _____

RATES and FEES: *All prices are subject to change. **LOA = From End to End - including everything-total. Subject to measure by NEABS applying this standard.

INDOOR HEATED STORAGE: LOA, Blocks/Stands - 7 Month Contract - 10/15 - 5/15 (Min. 7 Month Storage) \$17.50/ft. x LOA _____ Per Month = _____
 INDOOR BOAT & TRAILER STORAGE: LOA \$17.50/ft. x LOA _____ Per Month = _____
 INDOOR JET SKI STORAGE OR INFLATABLE: \$13.00/ft. x LOA _____ Per Month = _____
 INDOOR TRAILER/RV STORAGE: 6 Month Contract \$15.50/ft. x LOA _____ Per Month = _____
 INDOOR VEHICLE STORAGE: 6 Month Contract \$224.50 _____ Per Month = _____
 INDOOR MOTORCYCLE STORAGE: \$99.00 _____ Per Month = _____
 Car Battery Charger \$15.00 Per Month = _____
 Boat Battery Charger \$25.00 Per month = _____
 Monthly Payment Total = _____

ONE-TIME FEE:

POWER WASH BOAT BOTTOM: Including Acid Wash Water Line \$6.00/ft. = _____
 POWER WASH HULL & TOPSIDE: Including All Hatches \$5.00/ft. = _____
 HAUL & LAUNCH: Up to 33 ft. \$7.75/ft. x LOA _____ Plus \$7.75 Per Mile _____
 34 ft. & Up \$9.00/ft. x LOA _____ Plus \$9.00 Per Mile _____
 \$55.00 Per Stand, Blocks Included = _____

JACK STAND RENTAL:

OUTDOOR WINTER STORAGE: 10/15/20 - 5/15/21

BLOCK & STAND BOATS: \$24.95/ft. x LOA _____ Per Season = _____
 ALL BOATS ON TRAILERS: \$20.00/ft. x LOA _____ Per Season = _____
 TRAILER/RV STORAGE: \$30.00/ft. x LOA _____ Per Season = _____
 One-Time Payment Total = _____

Monthly Credit Card Charge Payment in Full

CREDIT CARD PAYMENT: Name as it appears: _____ Type of Card: _____
 Billing Address for Credit Card: _____ Credit Card #: _____
 Exp. Date: ____/____ Security Code (4 Digit Code for AMEX / 3 Digit Code for All Others): _____ Credit Card Zip Code: _____
 OR BANK ACCOUNT PAYMENT: Routing #: _____ Account #: _____

Any returned payments, as a result of Non-Sufficient Funds or declined credit card charges, are subject to a min. service fee of \$10.00 plus the cost of bank fees incurred. The failure to fully complete and sign the payment authorization or to provide a valid mailing address and telephone number, or failure to make any installment payment on or before its due date shall, at NEABS sole discretion and option, void any monthly installment agreement and render the full charges and fees set forth in this notice due and payable in full immediately or upon demand by NEABS and shall also render any discount void and any such discounted monies shall be added to the amount due and owing New England Auto & Boat Storage. The installment agreement is not valid until signed below by an authorized bank or card holder. Including all service and repair charges.

I hereby authorize New England Auto & Boat Storage to charge my credit card, or deduct from my bank account, for charges and/or payments going forward in accordance with the option I've specified above.

Signature of Card Holder: _____ Date: ____/____/____

New England Auto & Boat Storage reserves the right to refuse any contracts. The signature on this form confirms the vessel owner has read and agreed to the back page of this document and the STORAGE GENERAL RULES and received a copy for record. The vessel owner shall be responsible for payment, together with all costs of collections (including reasonable attorney's fees) incurred, to unpaid balances due for all storage and fees. Or any additional work requested by owner or owner's agent. Note: Vessel and its contents may be sold at Public Auction for Failure to pay charges.

All holding tanks must be emptied prior to arriving. Subject to a \$400.00 pump out fee.

Owner Signature: _____ Date: ____/____/____
 Drop Off Date: ____/____/____ Pick Up Date: ____/____/____ Authorized Initials: _____



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- [BAIT & TACKLE SHOP](#)
- [KAYAK RENTALS](#)
- [FISHING REPORT](#)
- [GALLERIES](#)
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Webhannet River Boat Yard - Rates

- All listed rates below include a 3% cash discount, if you are paying with a credit card you will need to add 3% to the cost

STORAGE RATES

- SUMMER STORAGE \$18.00/ FT.
- WINTER STORAGE \$16.00/ FT.
- WEEKEND (2 DAYS) \$ 50.00
- EXT. WEEKEND (3-4 DAYS) \$75.00
- WEEK (7 DAYS) \$ 100.00
- TRAILER STORAGE \$150.00
- KAYAK/CANOE/SUP \$125.00 each

STORAGE PLUS

- HAUL, WASH, & STORAGE (Stands charged seperately)
- RECREATIONAL AND COMMERCIAL VESSELS \$35.50 / FT

SERVICES:

- ENGINE WINTERIZATION 2-STROKE FLAT RATE LABOR:
 - 2.5 - 35 HP O/B \$100.00
 - 40 - 70 HP O/B \$170.00
 - 75 HP & UP O/B \$200.00
 - 4-STROKE-TIME AND MATERIALS
- LABOR RATE \$85.00/HR
- EMERGENCY LABOR \$125.00/HR
- BOTTOM WASH \$7.00 /FT.
- BOAT STAND RENTAL \$20.00 EA.
- BATTERY STORAGE \$20.00 EA.

HAULING & LAUNCHING- YARD FEES

- HAUL OR LAUNCH
- RECREATIONAL & COMMERCIAL VESSELS \$12.50/ FT.
- HAUL/LAUNCH
- (ON TRAILER W/IN 24 HRS) \$16.50/ FT.
- HAUL OR LAUNCH (TRAILED) \$6.50/ FT.

HAUL OR LAUNCH & SET OVER W/ TRANSPORT OFFSITE

- TRUCKING FLAT RATE \$500.00
- OVER 35' SUBJECT TO QUOTE
- FUEL SURCHARGE \$15.00
- MILEAGE (ROUND TRIP) \$3.75/MILE
- TAXI TO OR FROM RAMP \$50.00



2020/2021 Storage Contract

Please return this completed form by October 15, 2020

Owner's Name: _____ ("Owner")

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Alt Phone: _____

Email Address: _____

Alt Email Address: _____

May we email you invoices? Yes No

Boat Make: _____ ("Vessel")

Length: _____ Beam: _____

Outdoor Onsite/Offsite Storage: Rate \$3.75/SF 45/FT LOA

Indoor Offsite Storage (limited availability): Rate \$11.50/SF

Indoor Onsite Storage (limited availability): Rate \$12.50/SF

All per foot charges are calculated using LOA (including bowsprit, swim platforms.)

Current Slip Customer? Yes No Current Storage Customer? Yes No

Requested Haul Date: ____ / ____ / ____ Slip #: _____



MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and execute an Amendment to the Hampton Harbor Marine Facility Right of Entry with Swell Oyster Company for the construction of a 3' x 6' addition to an existing building owned by Swell, the purpose of which is to house an "employee only" restroom as required by the NH Department of Health and Human Services in order for it to operate its oyster business year round; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 5, 2021, attached hereto.

NOTE: Roll Call Vote Required.

N:\RESOLVES\2021\DPH - Swell Oyster (restroom) 05-20-2021.docx



PEASE

INTERNATIONAL

PORTS AND HARBORS

655 Market Street, Suite 1 Portsmouth, NH 03801

Date: May 5, 2021

To: Pease Development Authority, Board of Directors

From: Geno Marconi, Port Director *GM*

Subject: Swell Oyster Company, LLC., Hampton ROE, addition of restroom onto existing building

The Division of Ports and Harbors (the "Division") received a request (attached) from Swell Oyster Company, LLC. ("Swell") for approval to amend its existing Right of Entry (ROE) at the Hampton Harbor Marine Facility (the "Premises") in order to construct a 3' x 6' addition to an existing building owned by Swell. The purpose of the addition is to house an "employee only" restroom as required by the NH Department of Health and Human Services in order for Swell to operate their oyster business year round.

The Division has reviewed Swell's request and recommends the PDA Board of Directors approve Swell's request to amend its ROE to permit a building expansion, consistent with the following terms and conditions.

PREMISES: Hampton Harbor Marine Facility

PURPOSE: Construction of a 3' X 6' employee only restroom to meet the requirements of the NH Department of Health and Human Services.

**ADDITIONAL
TERMS AND
CONDITIONS**

Swell to obtain all required permits prior to construction, which may include but may not be not limited to, building and environmental permits.

All other Terms and Conditions of the existing/renewed ROE remain in effect.

From: Russ Hilliard [<mailto:russ@swelloysterco.com>]

Sent: Tuesday, April 27, 2021 4:18 PM

To: Geno Marconi <G.Marconi@peasedev.org>

Cc: Kevin Hanlon <K.Hanlon@peasedev.org>

Subject: Swell Bathroom / Back Shack

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Geno,

I have included two sets of hand written plans in this email, the first being for the bathroom.

BATHROOM:

Like we discussed, it would be off the left of our building (if you're facing it), in between Swell and Captain Bob's. It would measure 3'Wx6'L and have an exterior door opening towards the back parking lot. This bathroom would be for employees only and would consist of a toilet and sink, this bathroom is required by the NH Health Department in order for us to be able to operate year round. We currently have a variance for the use of a porta-potty but this will expire in October.

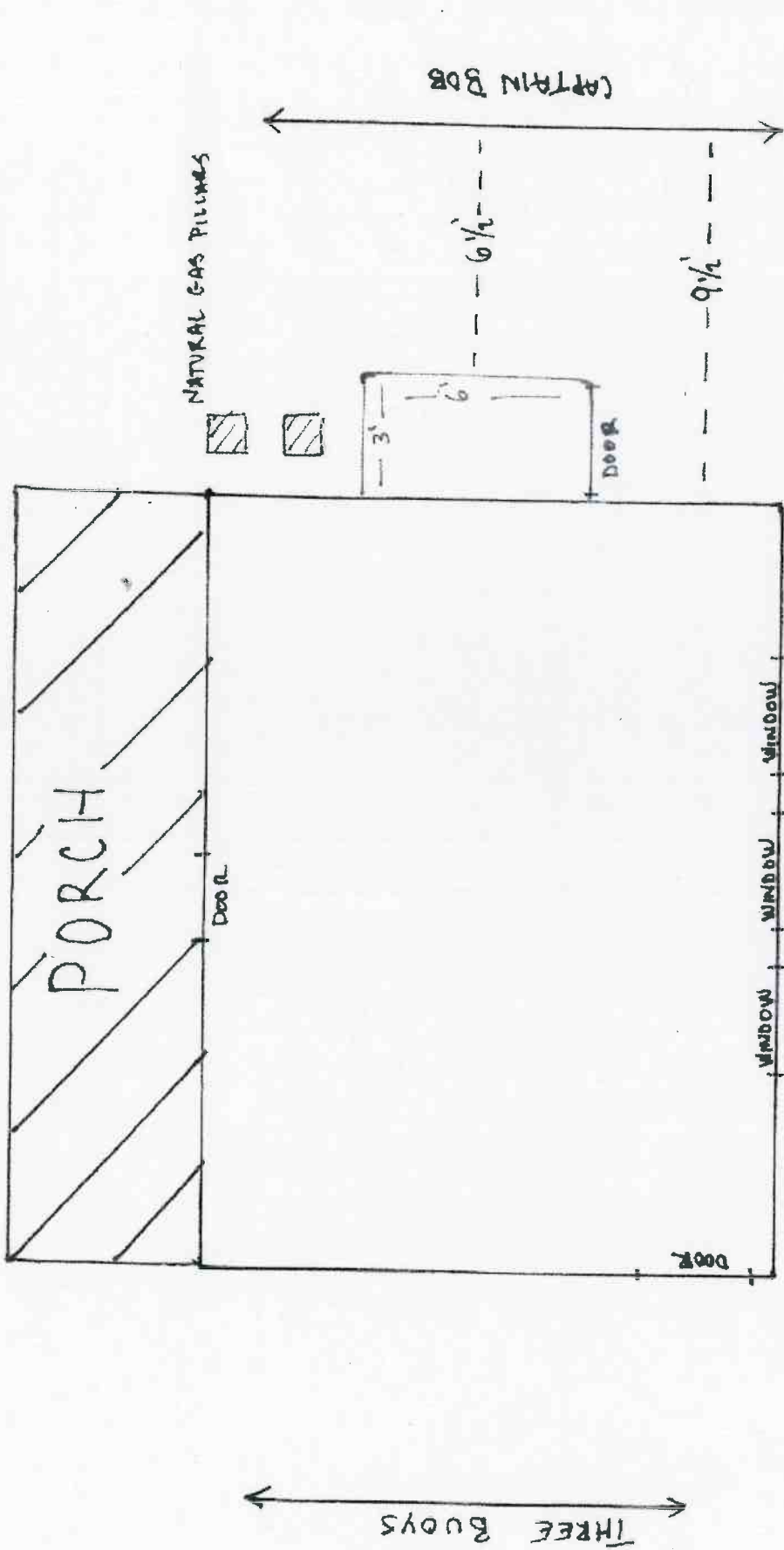
Please let me know if you need anything else to start this process and I will be happy to provide it.

Thanks!

Russ

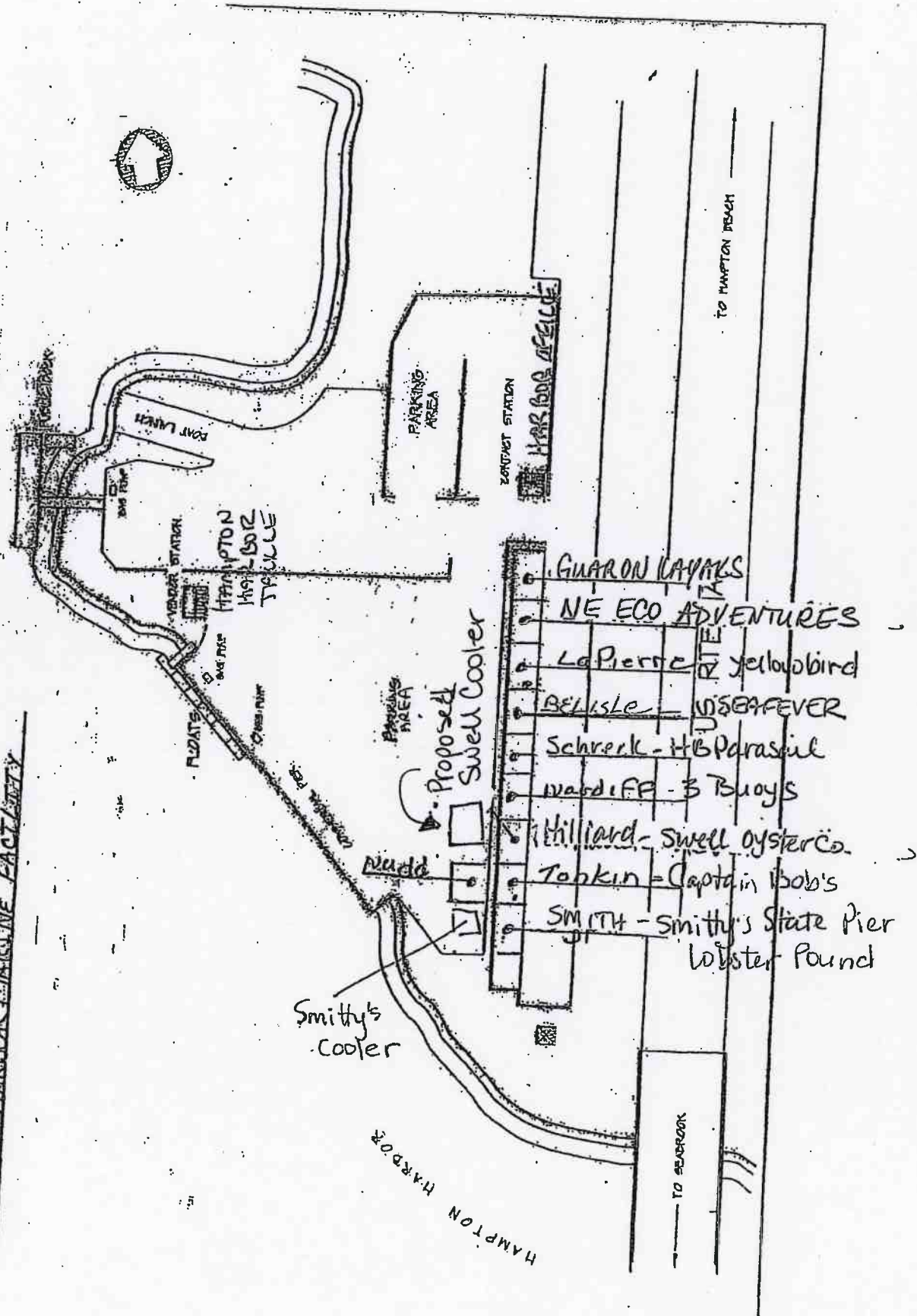
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Russ Hilliard
Co-Founder
Swell Oyster Co.
C:603.498.1938



SWELL OYSTER CO. PROPOSED REST ROOM (2021)

HAMPTON HARBOR MARINE FACILITY



SWELL OYSTER CO. EXISTING BUILDING PROPOSED RESTROOM ADDITION (2024)




MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and execute a Right of Entry ("RoE") with Swell Oyster Company through June 30, 2023, for the construction of a 12.5' x 17.5' cold storage building for the purposes of housing a walk-in cooler and a sorting table in association with its current Hampton Harbor Marine Facility RoE for oyster harvest operations; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated May 6, 2021, attached hereto.

NOTE: Roll Call Vote Required.

N:\RESOLVES\2021\DPH - Swell Oyster 05-20-2021.docx

TO: Pease Development Authority ("PDA") Board of Directors
FROM: Geno J. Marconi, Division Director 
DATE: May 6, 2021
RE: Swell Oyster Company, LLC. Right of Entry, cold storage building, Hampton Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received a request (attached) from Swell Oyster Company, LLC. ("Swell") for a Right of Entry (RoE) at the Hampton Harbor Marine Facility (the "Premises") for approval to construct a 12.5'W x 17.5'L cold storage building. The purpose of the cold storage is to house a walk-in cooler, and a sorting table in association with Swells current RoE for oyster harvest operations.

For the past few years, Robert Nudd, Hampton Harbor Tackle, and Smitty's State Pier Lobster Pound have maintained similar coolers/freezers on the property and the Division has not identified any issues with their usage during this time. The Division has reviewed the plans for Swell's building and agrees with the design and use. Furthermore, Swell has been a valued tenant since 2019 and provides freshly harvested oysters from the Hampton estuary to the general public, supporting the local fishing industry.

Therefore, the Division recommends that the PDA Board of Directors approve Swell's request to construct and locate a cold storage building at the Hampton Harbor Marine Facility, as shown on the attached site map and in accordance with the following Terms and Conditions:

PREMISES: Hampton Harbor Marine Facility

PURPOSE: Locate a 12'.5'W x 17.5'L building to house an 8'x8' cooler and a sorting table in association with Swell's ROE

TERM: Period 1-July 1, 2021 through June 30, 2022
Period 2-July 1, 2022 through June 30, 2023
The ROE shall run concurrently with Swell's existing ROE

FEE: \$1,000.00 for Period 1. Period 2 to be determined by the Division by April 1, 2022 and take effect on July 1st of that year

UTILITIES: Tenant to be responsible for utilities

OTHER: Swell to obtain all required permits prior to construction, which may include but not limited to, building and environmental permits

INSURANCE: Minimum insurance coverage, Commercial General Liability in the amount of \$1,000,000.00. Workers compensation coverage to statutory limits as applicable and required, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Said policy shall include a waiver of subrogation in favor of

the State of New Hampshire and PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Rye Harbor Marine Facility. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.

From: Russ Hilliard [<mailto:russ@swelloysterco.com>]
Sent: Tuesday, April 27, 2021 4:18 PM
To: Geno Marconi <G.Marconi@peasedev.org>
Cc: Kevin Hanlon <K.Hanlon@peasedev.org>
Subject: Swell Bathroom / Back Shack

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Geno,

I have included two sets of hand written plans in this email.

BACK SHACK:

The second set of handwritten plans is for a shack located behind Swell, in the commercial use area. This shack would be almost identical to Bob Nudd's current shack and would measure approximately 12.5'Wx17.5'L. It would house a walk-in cooler, approximately 8'x8' and a sorting table. This shack would allow us to take product directly from the boat to the cooler and then to be sorted in a shaded area. It would be for employee use only and no sales would be conducted out of this shack. Anything retail will be done in our existing front shack.

Please let me know if you need anything else to start this process and I will be happy to provide it.

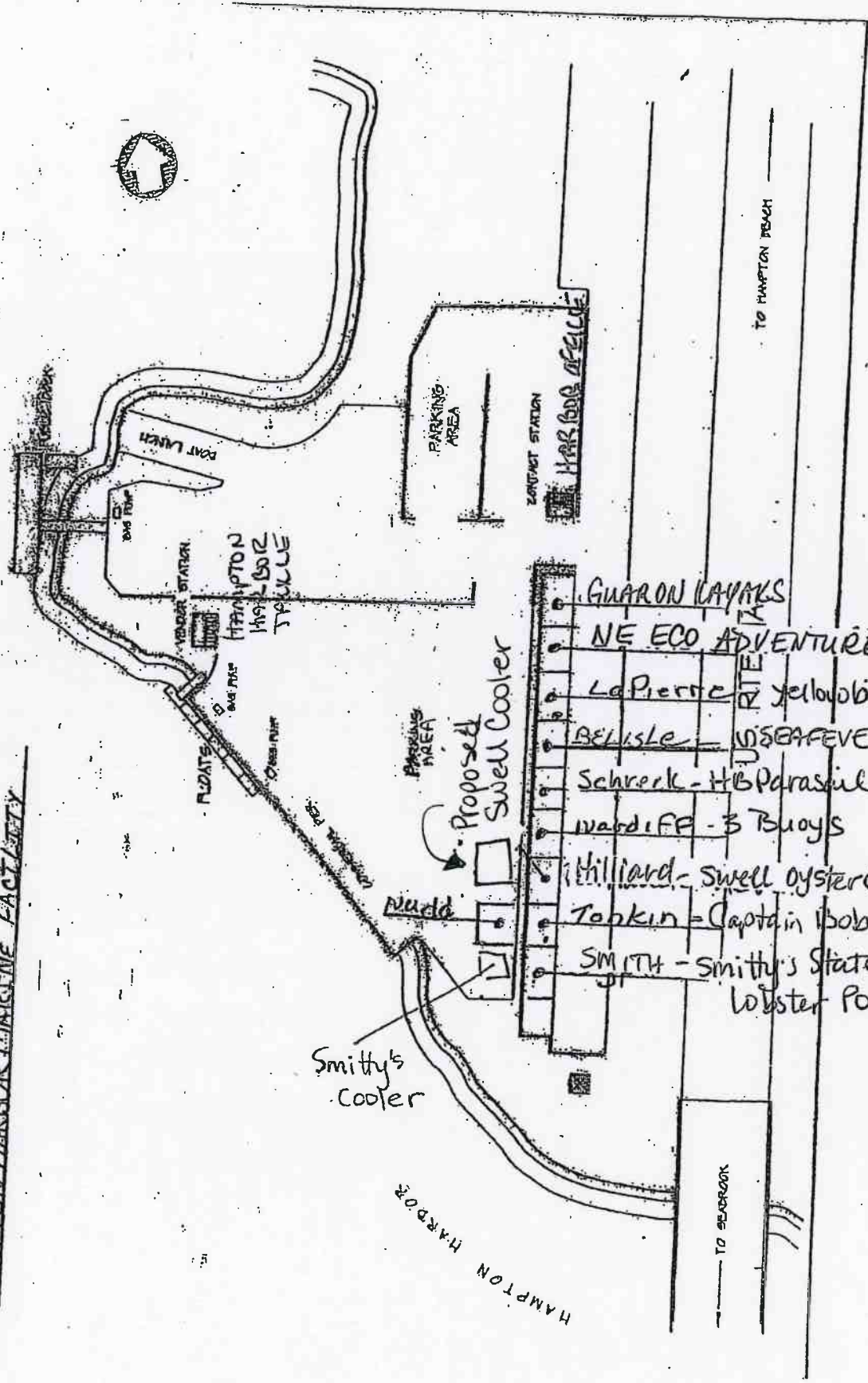
Thanks!

Russ

--

Russ Hilliard
Co-Founder
Swell Oyster Co.
C:603.498.1938

HAMPTON HARBOR MARINE FACILITY



- GUARON KAYAKS
- NE ECO ADVENTURES
- LaPierre yellowbird
- BELISLE WISEA FEVER
- Schreck - HB Parasail
- WARDIFF - 3 Buoys
- Hilliard - Sweet Oyster Co.
- Tonkin - Captain Bob's
- SMITH - Smithy's State Pier Lobster Pound

Proposed Sweet Cooler

Smitty's Cooler

Mudd

PASSAGE AREA

TO HAMPTON BEACH

TO BEAROOK

HAMPTON HARBOR



SWELL
OYSTER
SHACK

CAPTAIN
BOB

SMITTY

POTENTIAL
SWELL

≈ 17½'

≈ 12½'

BOB
NUDD

SMITTY

SWELL OYSTER CO. PROPOSED COOLER PLACEMENT (2021)



MOTION

Director Parker:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to execute all necessary documents to approve Granite State Minerals, Inc.’s request to exercise the fourth and final one-year option of its License and Operating Agreement, effective November 1, 2021 through October 31, 2022, for use of a portion of the Market Street Terminal on terms and conditions substantially similar to those set forth in the memorandum of Geno J. Marconi, Division Director, dated May 5, 2021, attached hereto.

NOTE: Roll Call vote required.

N:\RESOLVES\2021\DPH - Granite State Minerals Exercise of Option 5-20-21.docx




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: May 5, 2021
To: Pease Development Authority ("PDA"), Board of Directors
From: Geno Marconi, Division Director 
Subject: Granite State Minerals/Eastern Salt Company License and Operating Agreement fourth extension

The Division of Ports and Harbors (the "Division") received notification from Granite State Minerals/Eastern Salt Company ("GSM/ES"), to exercise its fourth and final option to extend the existing License and Operating Agreement ("LOA") for the use of three (3) acres of the Market Street Marine Terminal for the storage and distribution of imported road de-icing salt. Additionally, GSM/ES uses the Main Wharf to dock ships and discharge road salt and the use of the truck scale for weighing trucks transporting road salt from the terminal.

The Division has reviewed the request and is recommending that the PDA Board of Directors approve the extension with GSM/ES for the use of portions of the Market Street Marine Terminal under the same terms and conditions as set forth in the LOA which began on November 1, 2017.

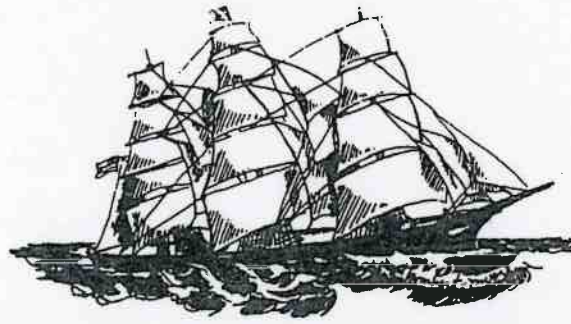
○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

OFFICE:
134 Middle Street, Suite 210
Lowell, MA 01852
Phone: 978 ▪ 251-8553
Fax: 978 ▪ 251-8244



PLANT:
227 Market Street
Portsmouth, NH 03801
Phone: 603 ▪ 436-8505
Fax: 603 ▪ 436-2458

Granite State Minerals, Inc.

April 27, 2021

Mr. Geno J. Marconi, Division Director
Pease International Development Authority
55 International Drive
Portsmouth, NH 03801

Dear Geno,

Granite State Minerals, Inc. is notifying you that we would like to exercise our fourth and final option to renew our lease for an additional one (1) year term per the contract signed November 17, 2017. All terms and conditions are to remain the same.

We are also interested in beginning the conversation on renewing the lease for an extended period of years.

Best regards,

Shelagh E. Mahoney
President

