

Place: 55 International Drive - Board Conference Room
Watch Meeting Via Live Stream: https://townhallstreams.com/towns/pease_dev_nh

BOARD OF DIRECTORS' MEETING

AGENDA

- I. Call to Order:**
- II. Non-public Session / Consultation with Counsel *: (Parker)**
- III. Vote of Confidentiality*: (Lamson)**
- IV. Acceptance of Meeting Minutes: Board of Directors' Meeting of October 21, 2021 * (Anderson)**
- V. Public Comment:**
- VI. Committees:**
 - A. Reports:**
 - 1. Finance Committee *
- VII. Finance:**
 - A. Executive Summary: ***
 - B. Reports:**
 - 1. FY2022 Financial Report for the Three Month Period Ending September 30, 2021 *
 - 2. Cash Flow Projections for the Nine Month Period Ending July 31, 2022 *
 - C. Approvals:**
 - 1. Berry Dunn Contract Extension Request * (Ferrini)
- VIII. Licenses/ROEs/Easements/Rights of Way:**
 - A. Approvals:**
 - 1. NH Department of Transportation – Park and Ride * (Levesque)
 - 2. Great Circle Catering - Food and Beverage Management Service Concession at Portsmouth International Airport at Pease (PSM) * (Parker)
 - 3. C&J Bus Lines – 47 Durham Street Overflow Valet Parking * (Fournier)
- IX. Leases:**
 - A. Reports*:**
 - 1. Sublease between One New Hampshire Avenue, LLC and David Wendall Associates, Inc.

B. Approvals:

1. Executive AirDock, LLC – Letter of Intent * (**Lamson**)
2. T-Aviation – Skyhaven Airport – Exercise its First Option Extension of One year * (**Anderson**)
3. 68 New Hampshire Avenue – Consent to Lease Assignment * (**Ferrini**)

X. Contracts:

A. Reports *:

1. Voltrek – Electric Vehicle Charging Station – Golf Course
2. Vortex Services – Exploratory Scanning of Failing Culvert on Airfield
3. Line X of Lee – Fisher Snow Plow Attachment
4. Builder’s Risk Insurance – Policy Extension to October 31, 2021 for PSM Terminal Project

XI. Signs:

A. Approval:

1. 20 International Drive – St. Mary’s Bank * (**Parker**)

XII. Executive Director:

A. Reports:

1. Golf Course Operations *
2. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - (i) Pease Aviation Partners, LLC
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) October 2021 *

B. Approvals:

1. Bills for Legal Services * (**Fournier**)

XIII. Division of Ports and Harbors:

A. Reports:

1. Commercial Mooring Transfer – Devine to Moore *
2. Portsmouth Fish Pier – Change Order 8A *

B. Approvals:

1. Site Lighting Upgrade – 555 Market Street Marine Terminal * (**Ferrini**)
2. Granite State Minerals – License & Operating Agreement * (**Levesque**)
3. Appledore Marine Engineers - Proposal for Rye Harbor Parking Study * (**Fournier**)
4. Right of Entry – F/V Ocean Venture * (**Anderson**)

XIV. New Business:

XV. Special Event:

A. Report *:

1. Jingle all the Way 5K Road Race to be held on December 4, 2021

XVI. Upcoming Meetings:

Board of Directors

December 16, 2021 @ 8:30 a.m.

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

XVII. Directors' Comments:

XVIII. Adjournment:

XIX. Press Questions:

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

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 Parker:

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 Lamson:

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 November 18, 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: Requires two-thirds vote of members present.

MOTION

Director Anderson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, October 21, 2021.

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

Thursday, October 21, 2021

Presiding: Kevin H. Smith, Chairman
Present: Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Erik Anderson; Steve Fournier; Margaret F. Lamson; and Susan B. Parker
Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director /General Counsel; Maria Stowell Engineering Manager; Suzy Anzalone, Finance Director; Geno Marconi, Division of Ports and Harbors ("DPH") Director; EJ Chea, Pease Golf Course Superintendent; Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance and Raeline A. O'Neil, Legal Executive Assistant.

AGENDA

I. Call to Order:

Vice Chair Levesque ("Levesque") indicated Chairman Smith would be a few minutes late to the meeting so Levesque called the meeting to order at **8:31 a.m.**

II. Non-public Session / Consultation with Counsel:

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 (I)].

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

The non-public discussions commenced at **8:32 a.m.**

Chairman Smith arrived to the meeting at 8:32 a.m. and Director Fournier arrived to the meeting at 8:48 a.m.

Director Ferrini **moved** the **motion** and Director Lamson **seconded** that the Board of Directors return to public session at **9:05 a.m.** and the meeting commenced at **9:08 a.m.**

III. Vote of Confidentiality:

Director Fournier moved the motion and Director Lamson seconded be it 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 October 21, 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 vote for; motion carried.

IV. Acceptance of Meeting Minutes:

Director Levesque moved the motion and Director Anderson seconded to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, September 16, 2021.

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

V. Public Comment:

No public comment.

VI. Committees:

A. Reports:

1. Airport Committee

Chairman Smith ("Smith") informed the Board the Committee met on October 7th and discussed the concept plan for the hangars at Hampton Street and a favorable vote was made to forward the materials to the Board for placement on the agenda and concept approval.

2. Audit Committee

Director Ferrini ("Ferrini") indicated the meeting agenda was included in the Board packet and the audit was presented in a professional and thorough manner; a favorable vote was made to move the Certified Financial materials to the Board for placement on the agenda.

VII. Old Business:

A. Approvals:

1. 30 New Hampshire Avenue –Lot Line Adjustment from 8.49 acres to 7.22 acres

Director Lamson moved the motion and Director Parker seconded that the Pease Development Authority ("PDA") Board of Directors, acting in accordance with Part 503.01(b)(1) of the PDA Land Use Controls, hereby approves and authorizes the lot line adjustment at the premises located at 30 New Hampshire Avenue; all in accordance with the memorandum from Maria J. Stowell, P.E., Engineering Manager, dated October 13, 2021.

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

VIII. Finance:

A. Executive Summary

B. Reports:

1. FY2022 Financial Report for the Two Month Period Ending August 31, 2021

Finance Director Suzy Anzalone (“Anzalone”) indicated the consolidated results show operating revenues of \$3.6 million which is favorable on a year-to-date (“YTD”) basis by just under 6%; main drivers of the favorable variance are the golf course fees. Budget revenue underruns include airport parking revenue, wharfage / dockage fees and lower fuel sales at the harbors. Also, operating expenses are under by 11%, seeing underruns in facilities, maintenance, legal and marketing. Reported that on YTD basis the operating income is favorable to budget by \$500,000.

Portsmouth Airport (“PSM”) is operating favorably on YTD basis. Lamson asked for Anzalone to speak to depreciation as referenced within the executive summary; Anzalone provided an example of budgeted depreciation for the airport of \$774,000 YTD and incurred \$767,000 so the depreciation would be slightly lower than budgeted which is actual versus budget (depreciation is a non-cash operating expense).

Skyhaven’s operating revenues are under budget YTD driven by lower fuel sales (the price per gallon has recently been increased and may need to increase again depending on what PDA purchases fuel for).

Tradeport is performing favorably YTD as is the Golf Course. Superintendent EJ Chea (“Chea”) will speak to the specifics of the Golf Course but its operating revenues are 23% higher than what had been budgeted as a result of public play, merchandise sales. Cost overruns include the cost of goods sold from the merchandise (when sales are higher, cost of goods sold is higher), as well as golf cart lease expenses.

Division of Ports and Harbors (“DPH”) operating revenues are 11% under budget YTD being driven by wharfage and dockage fees and lower fuel sales at the harbors. Anzalone stated that these items are seasonal and when putting budget together PDA does its best to predict when those revenues may come in; however, operating expenses are right on budget.

Anzalone spoke to the balance sheet being strong and there being currently no outstanding debt. YTD capital expenditures total \$351,000 mainly related to projects at the DPH and equipment replacement at PSM.

2. Cash Flow Projections for the Nine Month Period Ending June 30, 2022

Anzalone spoke of the future decrease to cash in/out flows regarding grant related projects (runway and terminal). Anticipates over the next nine (9) months seeing non-grant related capital expenditures related to equipment expenditures for the golf course, maintenance as well as some infrastructure improvements at the Tradeport. Anzalone indicated even with these projects, it is not anticipated there will be a need to draw on the Line of Credit over the next nine (9) months.

Smith asked Brean of the expected completion date of the terminal project. Brean indicated that there are a few items that remain (i.e.; escalator and torazo flooring, etc.) and hope to have the temporary construction wall removed by the end of October; hope to be completely clear by the end of November.

Anzalone spoke to new format for the operating financial reporting and stated she mirrored the format utilized by the City of Portsmouth. Anzalone referenced a consolidated income statement as well as a breakout of income statements by business unit. The report also highlights various revenue and expense trends alongside a chart showing the four year comparison of revenue and expenses. There is also a new chart showing consolidated revenue and expenses on a YTD basis.

Lamson asked Anzalone of the bank fees referenced in the materials; Anzalone indicated she should modify the description as a majority of it is the credit card processing fees.

Ferrini spoke to the statement of revenue and expenses and asked of the operating income having a negative 10% variance; Anzalone indicated this would be referring to the PSM. PSM alone does not generate a profit so this is why the other business units support the airport, such as Tradeport.

The last page shows the intergovernmental receivables which will indicate the grant projects that are currently open, what has been spent, and still owed to the PDA.

Smith indicated that a number of years ago the Town of Londonderry worked with its bank to put as many expenses as possible on the bank credit card and at the end of the year the town was provided with a sizeable check. Anzalone indicated that PDA does not currently do this but she will check with Provident Bank and ask them about cash back incentive.

C. Approval:

1. Certified Annual Financial Statements and the Uniform Guidance Audit of Federal Awards Update

Director Ferrini **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority (PDA) Board of Directors accepts receipt of the draft Certified Annual Financial Statements for the years ending June 30, 2020 and June 30, 2021; all as otherwise prepared and submitted by PDA's independent auditor Berry, Dunn, McNeill and Parker, LLC; and authorizes the Executive Director to forward the Certified Financial Statements to the State of New Hampshire when final for inclusion in the Comprehensive Annual Financial Report.**

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

D. EDA / RLF Information

Anzalone informed the Board that on September 30th the agreement was executed with the EDA for its release of the RLF. PDA has agreed to use the funds for the same purpose which is to provide loans to members of the local fishing industry; PDA is no longer required to report to the EDA on a quarterly basis.

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

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of

License Agreements,” PDA entered into a Right-of-Entry with those referenced below:

A. Reports:

1. **Newington School Supporters – Use of Portion of Arboretum Drive for Road Race on Saturday, September 25, 2021**
2. **American Red Cross – Use of 100 New Hampshire Avenue for Trailer Tow Class for American Red Cross Personnel**

Name: Newington School Supporters
 License: Right-of-Entry
 Location: Portion of Arboretum Drive for Road Race
 Purpose: Use for a Road Race
 Term: September 25, 2021

Name: American Red Cross – Northern New England Region
 License: Right-of-Entry
 Location: 100 New Hampshire Avenue
 Purpose: Trailer Towing Class for Red Cross Personnel
 Term: October 9, 2021

Director Fournier was consulted and granted his consent to both of these ROEs.

B. Approvals:

1. **PlaneSense – Right of Entry – 96 Flightline Road (Building 222)**

Director Parker moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors hereby approves of and consents to issuing a Right of Entry (“ROE”) to PlaneSense, Inc. retroactive for the period of April 7, 2021 through November 30, 2021 for survey / site inspection purposes at 96 Flightline Road (Building 222); all in accordance with the letter of Paul E. Brean, Executive Director, dated September 28, 2021**

Discussion: Anderson asked the size of the parcel for the ROE; Brean indicated it is approximately 4 acre parcel and it is a former jet testing building and that additional time is needed to perform its due diligence. Anderson indicated the focus is on the building but the parcel is 4 acres; Brean affirmed.

Disposition: Resolved by unanimous vote for; motion carried.

2. **Lonza Biologics – Parking License for 55 International Drive**

Director Anderson moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors hereby authorizes the Executive Director to finalize and execute Amendment No. 10 to the Parking License Agreement with Lonza Biologics, Inc. for parking spaces located at 55 International Drive; extending the Agreement from November 1, 2021 through October 31, 2022; all in accordance with the draft License Agreement Amendment No. 10, attached hereto.**

Discussion: Fournier asked of the cones in the parking lot; Brean indicated it is to delineate the location of the Lonza parking.

Anderson asked if there is a formula for parking or is it specific to this arrangement; Brean indicated there is a standard rate charge for overflow parking requests.

Disposition: Resolved by unanimous vote for; motion carried.

X. Leases:

In accordance with the “Delegation to Executive Director: Consent, Approval of Sub-Sublease Agreements” PDA approved the following lease extension with:

A. Reports:

1. Executive Hangar LLC – 120 Aviation Avenue - Exercise the 4th, 5 year extension of Lease

Tenant: Executive Hangar, LLC
 Space: 120 Aviation Avenue
 Term: Exercise the Fourth, Five (5) Year option through November 17, 2026

XI. Contracts:

In accordance with Article 3.9.1.1 of the PDA Bylaws, I am pleased to report the following:

A. Reports:

1. Piscataqua Landscaping and Tree Services – Landscaping and Snow Removal Services – Exercise of one year option

Project Name: Piscataqua Landscaping & Tree Service
 Board Authority: Prior authorization to extend services per agreement effective November 1, 2018
 Summary: Exercise of first of two (2) one (1) year options to agreement for services

B. Approvals:

1. Portsmouth International Airport at Pease (PSM) – App 139 Digital Inspection Software

Director Fournier moved the motion and Director Parker seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a three (3) year subscription agreement for the APP-139 digital inspection software program, through a GSA federal contract, for a total cost of \$20,800.00; all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated October 1, 2021.

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

The App-139 digital inspection and work order software will be acquired through Federal GSA contract #47QTCA21D000S, the federal equivalent of a State approved vendor.

Discussion: Anderson inquired of the software; Brean indicated as part of the 139 Certification PDA needs to show the complete cycle of a discretionary item. For instance, if there is a light out on the airfield there needs to be a system to indicate the outage has been recorded, a work order has been created and when work order is completed it is put back into operation, this would be part of the self-inspection program. This is a similar technology utilized by other airports for inspections.

Disposition: Resolved by unanimous roll call vote for; motion carried.

2. Fred C. Church, Inc. – PDA Worker’s Compensation Coverage

Director Ferrini moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to accept and bind Workers Compensation insurance coverage for the PDA to be provided by MEMIC Indemnity and brokered by Fred C. Church Insurance, Inc. (“Church”) for the period of 12/31/21 through 12/31/22 in the projected amount of \$82,929.00; all in accordance with the Insurance Proposal prepared by Church and the memorandum of Anthony I. Blenkinsop, Deputy Director / General Counsel, dated October 14, 2021.

Discussion: Lamson indicated it has gone up; Blenkinsop affirmed and indicated that it is a smaller amount than last year. Blenkinsop further stated PDA’s experience rating used for this renewal had gone down. As indicated in the memo, there are discretionary credits that were not provided this year as there were a couple of claims in 2021 and while they don’t factor into this year’s experience rating, they are something the carrier is aware of.

Anderson asked of the reference made in the memo to the premium adjusting up or down from the projected amount; would the fluctuation be within the year depending on circumstances or is it the net amount being approved. Blenkinsop indicated the net amount could fluctuate a bit based on payroll but usually nothing significant. Anderson asked if this would have to return to the Board for any adjustment; Blenkinsop indicated it would not the way the motion is written. Blenkinsop stated a report could be provided to the Board once we know what the final amount will be; Anderson accepted the offer of a report back.

Parker stated the very fact of Worker’s Compensation (“WC”) process is the rating is based on a pool of experience which is held and computed by organizations that have close ties with the insurance industry. Suggested as a cautionary request that when purchasing insurance whether municipality or non-profit it is necessary to understand who the actuaries are computing the rate. Parker asked if there has been any examination done at a staff level; this may be above and beyond a staff level. The insurance industry, particularly WC with regard to injuries, and the computation element of putting people back to work is in flux nationwide. Blenkinsop indicated staff has not performed an actuarial study. Parker indicated it is more talking with the individuals who perform the actuarial studies and who are guiding the purveyors / vendors (i.e.; Fred C. Church) in the industry. Blenkinsop indicated discussions have been held with the agent PDA works with at Fred C. Church, not at the level Parker referred. Parker indicated where this is a sizeable amount of money it would be worth examining.

Ferrini spoke to a seesaw / bait and switch type of sale of insurance and while it may not necessarily be the agents it is more the underwriting as they bundle the services.

Fournier indicated the increase isn't that bad, he has seen worse.

Smith asked if staff were to be directed to look into things how should they go about doing that. Ferrini indicated to get past the agent level and look at more than one source and all of the insurances PDA purchases and how they interact with WC as it is a package deal and if purchased piecemeal it is an issue. Arguing with underwriters is a good thing because sometimes insurance coverage can still be afforded and prices may change and how insurance is bundled will impact cost in any given market.

Parker agrees with Ferrini and indicated it would be interesting to see how similar bundling happens as there will be a variance.

Blenkinsop indicated that 2022 is PDA's final insurance renewal under Board approval from 2017 with the current agents. In 2022 PDA will be going out through and RFP/RFQ process to revisit the issue which will provide an opportunity to look at this issue.

Fournier asked if PDA could join pooled insurance the same as municipalities; Blenkinsop asked if he were referring to the pooled risk program under RSA 5, he would have to check as he wasn't sure PDA is but he would look into it.

Disposition: Resolved by unanimous vote for; motion carried.

XII. Executive Director:

A. Reports:

1. Golf Course Operations

EJ Chea ("Chea") Head Superintendent at Pease Golf Course ("PGC") reported the framing for the patio should be installed by the end of the month and the canvas will not been installed due to the time of the year. Chea indicated that the framing will remain up year round but the sensitive materials are removed. Today, October 21st, is the last outing of the season and the tent will be taken down next week which is also when staff will start to bring in the patio furniture etc.

Chea informed the Board that the simulator league is already full for the winter and the league starts on October 26th, there are 61 teams and a waitlist.

Fournier asked if PGC anticipates an impact with other simulator entities opening in the area; Chea indicated the biggest complaint received at PGC is difficulty obtaining a simulator tee time. Chea indicated he believes the new Portsmouth simulator facility will have five (5) simulators; believes the PGC league is very solid and doesn't anticipate an issue.

All of the final surfaces (fairways, tees etc.) are being aerated and PGC is also over seeding due to the record play during the last two years; decided to be very aggressive with seeding this season. Chea indicated that there are acres already germinating and while a little water will be used for seeding, he reported that at the end of September PGC was barely over 10.2 million gallons of water used and typically average between 18 to 20 million gallons a year (one of the lowest water usage years).

Chea stated all 27 holes are operational through October 31st, then it drops to 18 holes until Thanksgiving, after Thanksgiving Break it drops to 9 holes through December 1st (weather permitting). Chea spoke to the chart on the monitor in the meeting room; the rounds of golf played are really solid and

there is a major uptick this year in the event and function numbers. Last year were not able to allow the 130 player golf events due to COVID, with the events back this year, PGC has had a high demand for golf events.

Anderson asked if the fairway mower had been received; Chea indicated it had not. Further, Chea stated he recently met with the Toro representative on Monday regarding some future capital purchases for next season and this is a national distribution issue and not the local vendors.

Lamson asked of Grill 28; Chea indicated he had could provide a comparison to the FY2021 number to FY2022 numbers commencing in July through August which indicates the increase in events.

Smith asked if the monthly chart prepared and displayed on the monitor could also be included in future packets for the Board review each month.

Anderson inquired of the seasonal memberships and the waitlist; Chea indicated that all membership mailings will be going out and does not anticipate a fluctuation in the continued membership. Chea spoke to both a 5 day and 7 day membership and stated the 5 day membership is easier to manage and may work with those on the wait list for this type of membership; however, a 7 day membership is a higher demand due to tee times on the weekend being primetime and anticipates a continued waitlist.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean commended both Andrew Pomeroy ("Pomeroy") and Chasen Congreves for the work they put in for the Air Show held in September. The Air Show coincided with PSM's annual certification inspection which is an opportunity for the airport to check in with the FAA to see how PSM is performing on a day-to-day basis, where it is a self-inspection airport. Brean indicated that there are several private commercial stakeholders (Port City Air, PlaneSense, Guigunda) who worked with the PSM team to make things happen and Brean reported the collaboration lead to no letters of correction or deficiencies from the FAA; PSM received a clean slate. There is a lot that goes into this from the thousands of airport light bulbs, to the miles of painted runway / edge line markings, training records of all employees at the airport and it shows the dedication of the airport stakeholders, PDA Engineering and Operations / Maintenance staff.

For the month of September there were 4,865 total enplanements which could be split down the middle for scheduled Allegiant passengers and charter troop activity. Brean indicated in 2020 there were about 1,000 enplanements for the month of September; this is the best September for scheduled enplanements for PSM's history which indicates a good trend out of COVID. Brean indicated that this brings enplanements YTD to 55,000 which puts PSM on 120,000 people using the airport both ways (tracking about 2018 numbers). Revenue parking is also returning with 450 vehicles utilizing the facility; solid fuel flowage with approximately 1.3 million gallons sold with 76% of this being for craft DLA and DOD contracts, about 6% on commercial and 18% on general aviation.

Brean indicated that the air traffic operation numbers are up 28% over last year with PlaneSense, a lot of corporate activity, and general aviation. Pomeroy had a meeting with Allegiant at its annual conference and Allegiant understands the increased capabilities of PSM since the terminal expansion (process more people through the terminal and ability for back-to-back flights). It is thought the flights

will be increased over the winter months; informed Tampa / St. Pete will be retuning for service in February, Nashville will return in the summer, as may Myrtle Beach service.

(i) **Pease Aviation Partners, LLC**

PDA staff has received one round of drawings / plans which have been reviewed and returned with comments and have since received revised plans, PDA provided additional action items and have requested a third party review of the wetlands. The existing drainage system utilizes pipes that connect and go under the street (condition of pipe is unknown). Have requested Pease Aviation Partners hire a consultant to perform an inspection of the pipe and are awaiting the results of the inspection. Lastly, staff have received 90% plans which have not yet been reviewed but will be shortly. Anderson asked how this would compare with any status on DES permitting; Brean deferred to Maria J. Stowell (“Stowell”) Engineering Manager on this topic. Stowell indicated the submission for the All-Terrain or Wetlands Permit have not been done yet.

b) **Skyhaven Airport (DAW)**

While we have seen a reduction in expenses, Pomeroy has done some financial planning and has increased the price of fuel. Brean informed the Board that weather has played a role with the reduction of the smaller general aviation flights at Skyhaven.

c) **Noise Line Report**
(i) **September 2021**

There were four (4) separate noise inquires in the month of September from four different communities; two were specifically related to the Air Show.

Ferrini asked the percentage of seats filled on the Allegiant flights; Brean stated that the load factor on the flights are between 85 / 90 / 100% on the flights to Punta Gorda / southwest Florida. While there isn't daily service to the different locations, Allegiant has been able to identify future sales by market indicators. Currently PSM is seeing the Punta Gorda flights operate 2 days a week with a high load factor. Also, Sanford / Orlando are bouncing back, specifically related to the return of the Theme Parks (Disney & Universal) and as passengers become vaccinated they will start to travel more.

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 expend funds in the amount of \$4,172.00 for legal services rendered to the Pease Development Authority from Sheehan Phinney Bass & Green for September 1, 2021 – September 30, 2021 in the amount of \$1,765.00 (for Tradeport General Representation); September 1, 2021 – September 30, 2021 in the amount of \$2,320.00 (in support of MS4 and CLF settlement implementation); and September 1, 2021 – September 30, 2021 in the amount of \$87.00 (for Tradeport General Representation) for a total of \$4,172.00.

Discussion: Anderson asked if there would be any final resolution on the either the MS4 or CLF settlement implementation and regarding the impact that soils have on the property. Blenkinsop indicated

in terms of the CLF settlement there remains a final piece that PDA is working on but for the most part the settlement has been implemented. In terms of the MS4 permit, EPA is just taking a while as PDA has not yet received the permit, nor do we have a sense when it will be received. Regarding the soil issue and PFAS, this will be around for a long time. The EPA just issued some statements and plans this week regarding PFAS but PDA is going to be dealing with PFAS in terms of soil issues for a very long time. Anderson indicated this is a low bill for monthly legal services and he was wondering what was going on. Blenkinsop indicated PDA is a big and complex organization which requires legal advice and legal assistance on a number of issues on a regular basis. Accordingly, the legal bills will fluctuate; during the CLF litigation the legal bills were consistently high. Now it will vary as PDA is operating with one in-house attorney where for twenty (20) years there were two, and so PDA relies on outside counsel for various issues (i.e.; environmental). There may be particular issues that come up (i.e.; tenants, state or federal agencies) which require assistance from outside counsel; the nature of what the organization does requires legal assistance.

Disposition: Resolved by **unanimous** vote for; motion **carried**.

2. Clear Air, LLC – Concept Approval for Hampton Street Hangars

Director Lamson **moved** the **motion** and Director Ferrini **seconded** that in accordance with the recommendation of the Pease Development Authority (“PDA”) Airport Committee, the PDA Board of Directors hereby approves of the concept plan submitted by Clear Air, LLC for the development and construction of hangars on Hampton Street; all in accordance with the memorandum of Maria J. Stowell, Engineering Manager, dated October 7, 2021.

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

3. Port City Air Leasing, Inc. - 44 and 58 Durham Street – Solar Panel Installation

Director Levesque **moved** the **motion** and Director Anderson **seconded** that the Pease Development Authority Board of Directors hereby approves of the request by Port City Air Leasing, Inc. for the installation of solar panels on Hangars 213 and 212, located at 44 and 58 Durham Street; all in accordance with the memorandum from Maria J. Stowell, Engineering Manager, dated October 12, 2021.

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

XIII. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council – June 9, 2021
2. Port Advisory Council – September 8, 2021

Geno Marconi (“Marconi”), Division of Ports and Harbors Director, reported that the minutes from June 9, 2021 and September 8, 2021 were recently approved and Marconi would be happy to answer any questions of the Board.

3. Piscataqua River Turning Basin Update

Marconi informed the Board that the Army Corps of Engineers (“ACOE”) awarded the contract to Great Lakes Dredge and Dock Company and they will be onsite the first of November. Last month Marconi asked the Board to approve an expenditure of \$480,000 because the bid for the ACOE came back higher than projected and he asked to be allowed to do some bridge financing. Marconi indicated he has been in contact with some of the state Senators (D’Allesandro and Perkins Kwoka) to discuss how to get the funds from the Rye Harbor refund transferred to DPH. They seem to have come up with a bill to put this on the fast track into legislation as it is just a transfer of money in the budget.

4. Off-Shore Wind Update

Indicated he was at a meeting this morning for the Environmental Business Council of New England who held an off-shore wind seminar; Senator Watters is the Chairman of the NH Study Commission. Marconi provided the Committee a report on the infrastructure at the DPH as well as its various projects. The Commission that Senator Watters is the Chairman of regarding this is about to release its report so Marconi will provide the Board with the link to the report as well as the website.

5. Portsmouth Fish Pier – Change Order #7

This is related to the collection of small items related to the details of closing out Phase 1 which needed to be addressed. Marconi indicated that additional signage was a requirement from DES as they had changed the regulations on signage. Also, where the fuel hose went over concrete wall, the contractor put in some chaffing material; previously had old in place steel rollers but they were not in good condition to put back so rubber matting was added over the top of the concrete. During the construction DPH realized that the concrete slab coming out of the bait cooler had cracked so the contractor replaced that at no charge as well as other miscellaneous items. Marconi indicated that through the Delegation of Authority and assent of Executive Director Brean and Treasurer Ferrini, authorization was received to execute the change order.

Marconi wanted to update the Board regarding a Parking Study he had been asked to look into at Rye Harbor. Marconi stated DPH is still talking with the engineers about specifics and once the details are ironed out he will bring it before the Board.

Regarding the Portsmouth Fish Pier, Anderson asked if some of the drilling down into bedrock with different style of drill bits and toe pins will result in a sizeable change order; Marconi indicated it would be and he would provide details at the next meeting. Twenty-seven (27) toe pins were supposed to be drilled and put it in but the last six became difficult to deal with; have worked towards a resolution.

Anderson asked if the Rye Harbor study would be limited to what is existing now to try to improve on, or do you think that the traffic study would reveal whether there could be another entrance / exit; what is DOTs position. Marconi indicated years ago there had been discussions with DOT about changing the curb cut and he doesn’t remember the outcome; that subject will be discussed.

B. Approvals:

- 1. BUILD – Main Pier Rehabilitation – Acceptance of Lowest, Responsible, Qualified Bid**

Director Parker moved the motion and Director Anderson seconded that the Pease Development Authority (PDA) Board of Directors (Board) hereby authorizes the Executive Director to accept the lowest qualified bid, once confirmed, and then complete negotiations and execute a construction services contract with the lowest qualified bidder, for the rehabilitation of the Main Wharf at the Market Street Terminal; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated October 14, 2021.

Discussion: Anderson asked with respect to the Construction Services Contract whether DPH has an appropriation for this service yet and whether approval has been received from the legislature for the funding; Marconi indicate the project was funded 40% from an appropriation by the legislature going back to 1990 and 60% was funded through a BUILD grant from US DOT.

Parker asked if the appropriation and the authorization were there; Marconi affirmed.

Disposition: Resolved by unanimous vote for; motion carried.

2. Portsmouth Fish Pier – Floor Drains

Director Anderson moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to proceed with the replacement of the drainage system at the Portsmouth Commercial Fish Pier Facility pursuant to the quote dated September 1, 2021 submitted to the Division of Ports and Harbors (“DPH”) by Seacoast Sewer and Drain Inc., in a total amount not to exceed \$13,520.00; all in accordance with the memorandum of Geno Marconi, Division Director, dated October 12, 2021.

In accordance with the provisions of RSA 12–G:8, VIII, the Board justifies the waiver of the RFP requirement to allow DPH to contract with Seacoast Sewer & Drain Inc. as follows:

- Seacoast Sewer has been servicing the Division’s facilities and has provided reliable service throughout the years.
- Seacoast Sewer is already performing the drain work in the bait cooler area and it is important to complete this additional work prior to the onset of the cold winter temperatures

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

3. Annual fee increase proposal for DiTucci/Lawrence Tank Right of Entry

Director Levesque moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby authorize the Executive Director to increase the annual user fee associated with the Right of Entry with DiTucci Petroleum Carriers, Inc. dba Lawrence Tank of East Kingston, New Hampshire, from \$1,000 to \$2,000 per year effective January 1, 2022 through December 2022 with two (2) one (1) year options to extend; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated October 12, 2021.

Discussion: Parker asked why sea water would be moved; Marconi indicated there are companies that have large (tens of thousands of gallons of sea water) holding tanks for lobsters / inland systems.

Disposition: Resolved by unanimous vote for; motion carried.

XIV. Upcoming Meetings:

Port Committee	November 4, 2021 @ 8:00 a.m.
Golf Committee	November 15, 2021 @ 8:30 a.m.
Finance Committee	November 15, 2021 @ 9:00 a.m.
Board of Directors	November 18, 2021 @ 8:30 a.m.

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

XV. Directors' Comments:

Smith indicated former Congressman Bill Zeliff passed away who was a humble servant to the state and an advocate for all things New Hampshire. Marconi further stated that Zeliff was an advocate for DPH with the BUILD grant and he set up appointments with the administrator of MIRAD, the Admiral of the US Coast Guard, the congressional delegation and brought Marconi all over Washington DC for a couple of days pitching DPH projects to these individuals; he believed in the DPH project. Smith indicated this spoke to who he was.

XVI. Adjournment:

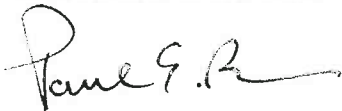
Director Lamson moved the motion and Director Parker seconded to adjourn the Board meeting. Meeting adjourned at 10:25 a.m.

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

XVII. Press Questions:

No questions from the press.

Respectfully submitted,



Paul E. Brean
Executive Director

PEASE DEVELOPMENT AUTHORITY
Monday, November 15, 2021

FINANCE COMMITTEE AGENDA

Time: 9:00 A.M.
Place: 55 International Drive
Pease International Tradeport
Portsmouth, NH 03801

- I. Call to Order (*Ferrini*)
- II. Acceptance of Committee Meeting Minutes: September 13, 2021 *
- III. Public Comment
- IV. Reports
 - 1. Operating Results for the Three Month Period Ending September 30, 2021 *
 - 2. Nine Month Cash Flow Projections through July 31, 2022 *
 - 3. Disbursement Register – July 1, through Sept 30, 2021 +
- V. Next Committee Meeting - TBD
- VI. Director's Comments
- VII. Adjournment
- VIII. Press Questions

* Related Materials Attached
+ Confidential Materials

Date: November 5, 2021

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming November 18, 2021 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the three months ended September 30, 2021:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	Actual	Budget	Variance Fav (unfav)
Operating Revenues	5,175	4,729	446
Operating Expenses	3,177	3,485	308
Operating Income	1,998	1,244	754
Depreciation	1,737	1,780	43
Non Oper. (Inc)/Exp	(3)	30	0
Net Operating Income	264	(566)	830

Operating revenues of \$5.2 million are favorable to budget by 9.4% for the first three months of FY22. Main drivers include increased golf course public play and facility rental. Offsetting these gains were decreased Airport parking revenue, registration fees and fuel sales at the Harbors.

Operating expenses of \$3.2 million are also trending favorably by 8.8% year-to-date. Facilities and maintenance, legal, and marketing expenses make up the majority of the cost under runs. Retirement expense, which represents the PDA's contribution to retirements, is over budget by \$19,000 year to date. This is a result of the increase in the employer contribution rate coming in higher than what was budgeted. Fees and licenses are over budget by \$18,000 due to annual software license fees paid early in the fiscal year. Cost of goods sold for golf merchandise is also trending unfavorably (\$38,000) due to higher merchandise sales. The resulting Operating Income of \$264,000 is favorable to budget by \$830,000 on a year-to-date basis.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) incl Security			
(\$ 000's)	Actual	Budget	Variance Fav (unfav)
Operating Revenues	479	476	3
Operating Expenses	658	793	135
Operating Income	(179)	(317)	138
Depreciation	1,140	1,161	21
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	(1,319)	(1,478)	159

Portsmouth Airport operating revenues are slightly favorable (\$3,000) on a year-to-date basis. Operating expense are also favorable by \$135,000 (17.1% favorable) mainly attributable to underruns in building and facilities and marketing. With winter just around the corner, we may see building and facility expenses trending closer to budget. For the month of September, wages were over budget by \$16,000 rising from additional staff hours worked in preparation for and during the airshow.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	Actual	Budget	Variance Fav (unfav)
Operating Revenues	57	68	(11)
Operating Expenses	67	59	(8)
Operating Income	(10)	9	(19)
Depreciation	128	136	8
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	(138)	(127)	(11)

Operating revenues at Skyhaven are under budget by \$11,000 year-to-date mainly due to lower fuel sales (4,711 gallons YTD for FY22 vs. 8,893 YTD in FY21). Operating expenses are \$8,000 over budget, mainly attributable to higher building and facilities costs. Our in-house maintenance staff have been performing much needed repairs such as new windows, doors, decks and addressing ADA compliance requirements.

Tradeport

Tradeport			
(\$ 000's)	Actual	Budget	Variance Fav (unfav)
Operating Revenues	2,497	2,223	274
Operating Expenses	97	144	47
Operating Income	2,400	2,079	321
Depreciation	185	191	6
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	2,215	1,888	327

Year-to-date results for the Tradeport operations show favorable operating revenues of \$274,000 (12.3%) mainly residing in facility rentals. Operating expenses are also trending favorably by 32.6% mainly driven by lower building and facilities costs.

Golf Course

Pease Golf Course			
(\$ 000's)	Actual	Budget	Variance Fav (unfav)
	Operating Revenues	1,379	1,163
Operating Expenses	644	620	(24)
Operating Income	735	543	192
Depreciation	90	91	1
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	645	452	193

Year-to-date Golf Course operating revenues continue to trend favorably (18.6% favorable). Drivers include higher fees for public play and merchandise sales. Cost overruns in operating expenses of \$24,000 are mainly attributable to cost of goods sold (merchandise) and golf cart lease expense.

Division of Ports and Harbors-Unrestricted

Division of Ports and Harbors (Unrestricted)			
(\$ 000's)	Actual	Budget	Variance Fav (unfav)
	Operating Revenues	734	760
Operating Expenses	622	619	(3)
Operating Income	112	141	(29)
Depreciation	155	159	4
Non Oper. (Inc)/Exp	(1)	(2)	0
Net Operating Income	(42)	(16)	(26)

Unrestricted operating revenues for the DPH were \$26,000 under budget mainly due to lower parking fees and fuel sales but offset by higher wharfage and dockage fees and facilities rent. Registration fee revenue is also under budget with a portion of the variance related to the over-accrual of estimated registrations fees by \$7,000 at the end of FY21, which "rolled over" into the current fiscal year. Operating expense are slightly over budget by \$3,000 year-to-date.

Balance Sheet/Statement of Net Position

(\$ 000's)	As of 9/30/2021	As of 6/30/2021
	Assets	
Current Assets	7,684	8,884
Restricted Assets	1,559	7,604
Capital Assets	95,538	96,350
Total Assets	104,781	112,838
Liabilities		
Current Liabilities	5,357	14,237
Non-Current Liabilities	14,555	14,558
Total Liabilities	19,912	28,795
Net Position		
Net Invest. in Cap Assets	92,612	92,492
Restricted	1,247	(4,791)
Unrestricted	(7,696)	(2,365)
Total Net Position	86,163	85,336

Current assets total \$7.7 million as of September 30th. This includes unrestricted cash of \$4.4 million and \$2.9 million in receivables. During the first three months of the fiscal year, our unrestricted cash balance decreased by \$166,000. Although cash has decreased, keep in mind that we have been able to fund \$925,000 in grant and non-grant related capital expenditures since the start of the fiscal year without incurring additional debt.

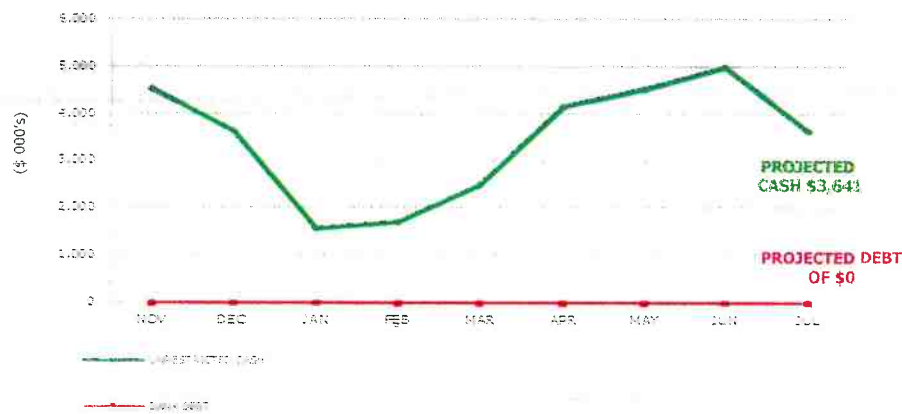
Restricted assets total \$1.6 million and consist primarily of the Revolving Loan Fund which has total assets of \$1.2 million. At present, there are 21 participant loans outstanding with a principal balance of \$980,000.

Year-to-date capital expenditures total \$925,000 and include expenditures for the PSM Terminal Expansion, projects at the Division of Ports and Harbors and equipment replacement at PSM.

Current liabilities of \$5.3 million are related to construction activities at PSM, including retainage, as well as the current portion of the pension and OPEB liability. Non-current liabilities of \$14.6 million mainly represent the long-term pension and OPEB liability which is currently \$14.2 million.

Cash Flow Projections for the Nine Month Period Ending July 31, 2022

During the next nine-month period, cash inflow projections (excluding DPH) are estimated at \$17.5 million mainly provided by operating revenues. Cash outflows, estimated at \$18.4 million, include \$3 million in grant related and \$4 million in non-grant related capital expenditures, as well as outflows from normal operating expenses. Current projections indicate that we will not need to draw on our line of credit over the next nine months. The chart below outlines cash and debt balances over the next nine month period. Although not currently included in cash flow projections, we do anticipate just under \$2 million in grant funds from the Airport Rescue Grants. Once we receive confirmation of this grant, we will include it in our projections.



Please let me know if you have any questions or require supplemental information.

PEASE DEVELOPMENT AUTHORITY
FY2022 FINANCIAL REPORT
FOR THE THREE MONTH PERIOD
ENDING SEPTEMBER 30, 2021



BOARD OF DIRECTORS MEETING
NOVEMBER 18, 2021



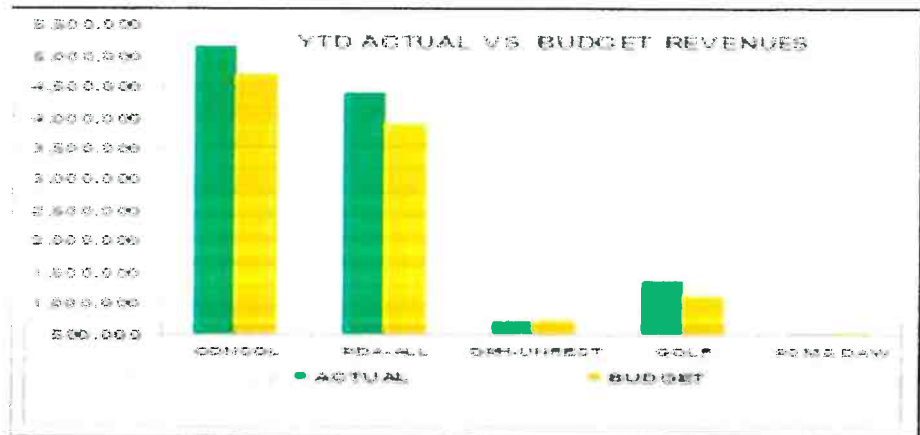
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures – Three Months Ended September 30, 2021

Trends:

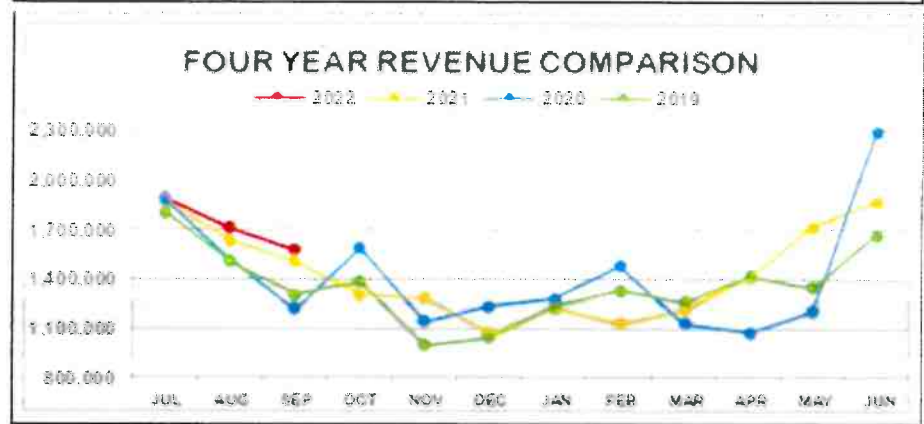
YTD revenue higher by 9.4%:

- Golf & Merchandise Revenues, Facility Rental
- Offset by lower Parking, Registration Fees



Trends:

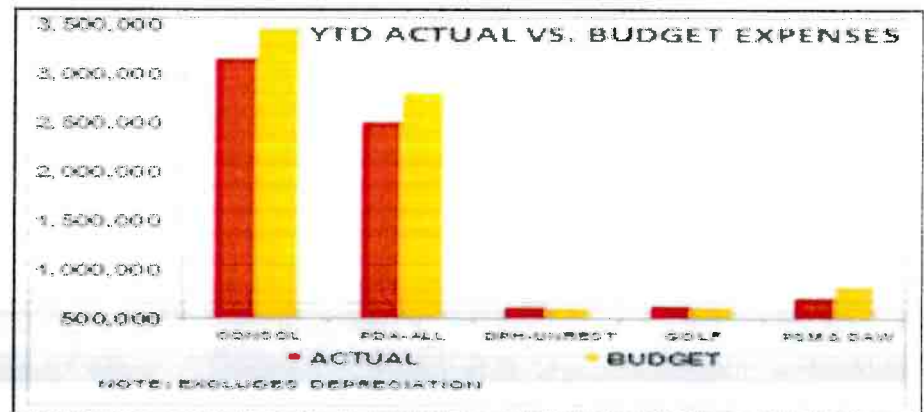
- July revenues include annual rent payment-Great Bay Comm. College
- June revenues include increase in Golf fee revenue.



Trends:

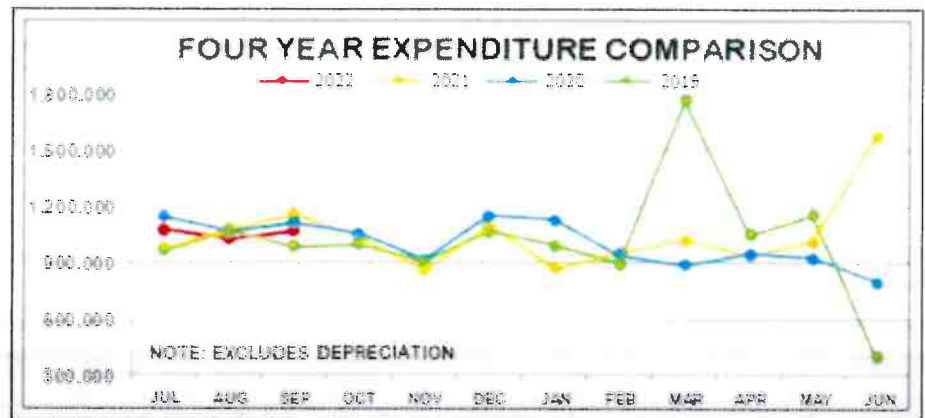
Operating Expenses lower by 8.8 %:

- Building & Facilities, Professional Fees & Marketing trending lower than budget
- Offset by cost overruns in Golf Cart Leases, Software License Fees



Trends:

- March 2019-\$800k CLF settlement
- June 2019-June 2021 – Retirement OPEB year end adjustments



PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
FACILITIES	\$848,347	\$665,850	\$182,497	27.4%	\$2,763,636	\$2,512,063	\$251,573	10.0%
CARGO AND HANGARS	13,826	15,411	(1,585)	(10.3%)	41,289	41,324	(35)	(0.1%)
	<u>862,173</u>	<u>681,261</u>	<u>180,912</u>	<u>26.6%</u>	<u>2,804,925</u>	<u>2,553,387</u>	<u>251,537</u>	<u>9.9%</u>
CONCESSION REVENUE	41,197	46,365	(5,168)	(11.1%)	150,189	155,885	(5,696)	(3.7%)
FEF REVENUE								
AVIATION FEES		667	(667)	(100.0%)		2,000	(2,000)	(100.0%)
FUEL FLOWAGE	55,908	50,693	5,215	10.3%	155,338	150,375	4,963	3.3%
PSM TSALEO REVENUE	2,980	1,667	1,313	78.8%	4,790	5,000	(210)	(4.2%)
PSM SECURITY REVENUE	2,730	1,167	1,563	134.0%	8,120	3,500	4,620	132.0%
GOLF FEES	260,033	240,000	20,033	8.3%	936,790	780,000	156,790	20.1%
GOLF SIMULATORS	142	85	57	67.4%	1,530	127	1,403	1102.6%
GOLF MEMBERSHIPS	50,642	50,642	0	0.0%	151,927	151,926	1	0.0%
GOLF LESSONS	3,978	2,125	1,853	87.2%	19,888	6,375	13,513	212.0%
MOORING FEES	38,940	36,333	2,607	7.2%	116,820	109,000	7,820	7.2%
PARKING	30,606	28,515	2,091	7.3%	146,087	174,537	(28,450)	(16.3%)
PIER USAGE FEES	6,155	8,417	(2,262)	(26.9%)	17,766	25,250	(7,484)	(29.6%)
REGISTRATIONS	(20,914)	18,667	(39,581)	(212.0%)	1,136	56,000	(54,864)	(98.0%)
TERMINAL FEES								
WHARFAGE AND DOCKAGE	111,847	46,975	64,872	138.1%	164,883	140,924	23,959	17.0%
COVID 19 REIMBURSEMENT								
	<u>543,047</u>	<u>485,953</u>	<u>57,096</u>	<u>11.7%</u>	<u>1,725,075</u>	<u>1,605,014</u>	<u>120,061</u>	<u>7.5%</u>
FUEL SALES	67,725	67,335	390	0.6%	232,101	260,234	(28,133)	(10.8%)
INTEREST INCOME								
LOAN INTEREST	3,087	2,750	337	12.3%	7,683	8,250	(567)	(6.9%)
OTHER REVENUES								
MERCHANDISE	33,948	23,417	10,531	45.0%	127,482	70,250	57,232	81.5%
ALL OTHER	25,861	23,954	1,907	8.0%	127,786	76,357	51,429	67.4%
	<u>59,809</u>	<u>47,371</u>	<u>12,438</u>	<u>26.3%</u>	<u>255,268</u>	<u>146,607</u>	<u>108,661</u>	<u>74.1%</u>
TOTAL OPERATING REVENUE	1,577,038	1,331,035	246,005	18.5%	5,175,241	4,729,377	445,864	9.4%
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	334,907	309,917	(24,990)	(8.1%)	1,019,333	986,330	(33,003)	(3.3%)
BENEFITED OVERTIME	27,263	16,463	(10,800)	(65.6%)	51,213	51,705	492	1.0%
NON-BENEFITED REGULAR	72,900	65,241	(7,659)	(11.7%)	246,882	266,525	19,643	7.4%
NON-BENEFITED OVERTIME	4,130	2,118	(2,013)	(95.0%)	7,732	5,879	(1,853)	(31.5%)
ACCRUED VACATION BENEFITS	6,842		(6,842)	-	(24,715)		24,715	-
ACCRUED SICK TIME BENEFITS	294		(294)	-	(3,287)		3,287	-
WAGE TRANSFERS OUT								
	<u>446,336</u>	<u>393,739</u>	<u>(52,597)</u>	<u>(13.4%)</u>	<u>1,297,158</u>	<u>1,310,439</u>	<u>13,281</u>	<u>1.0%</u>
FRINGE BENEFITS								
DENTAL INSURANCE	5,696	5,940	244	4.1%	16,979	17,816	837	4.7%
HEALTH INSURANCE	107,158	110,833	3,674	3.3%	319,068	332,450	13,382	4.0%
LIFE INSURANCE	2,016	2,462	446	18.1%	6,886	7,411	525	7.1%
NEW HAMPSHIRE RETIREMENT	46,999	42,994	(4,005)	(9.3%)	148,777	129,236	(19,540)	(15.1%)
POST RETIREMENT BENEFITS	10,284	10,414	130	1.2%	30,852	31,242	390	1.2%
OPEB EXPENSE								
BENEFIT TRANSFERS OUT								
	<u>172,153</u>	<u>172,643</u>	<u>489</u>	<u>0.3%</u>	<u>522,562</u>	<u>518,155</u>	<u>(4,407)</u>	<u>(0.9%)</u>
TOTAL WAGES & FRINGES	618,489	566,382	(52,108)	(9.2%)	1,819,720	1,828,594	8,874	0.5%
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE	8	6,900	6,892	99.9%	758	20,700	19,942	96.3%
COVID-19	9	2,671	2,662	99.7%	518	8,012	7,494	93.5%
CHEMICALS	6,373	7,810	1,437	18.4%	31,078	23,429	(7,649)	(32.6%)
ENVIRONMENTAL TESTING		7,992	7,992	100.0%	6,018	23,975	17,957	74.9%
EQUIPMENT MAINTENANCE	21,104	29,731	8,626	29.0%	54,345	91,919	37,575	40.9%
FACILITIES MAINTENANCE	68,131	65,832	(2,299)	(3.5%)	176,879	197,497	20,618	10.4%
LANDSCAPING	537	2,293	1,757	76.6%	5,223	6,880	1,657	24.1%
NAVIGATION MAINTENANCE		12,833	12,833	100.0%		38,500	38,500	100.0%
OTHER EXPENSES		2,500	2,500	100.0%		7,500	7,500	100.0%
SECURITY	9,792	36,718	26,927	73.3%	35,060	56,686	21,627	38.2%
SNOW REMOVAL		14,750	14,750	100.0%		44,250	44,250	100.0%
EXPENSE TRANSFERS								
WAGE TRANSFERS IN								
BENEFIT TRANSFERS IN								
	<u>105,954</u>	<u>190,030</u>	<u>84,077</u>	<u>44.2%</u>	<u>309,879</u>	<u>519,348</u>	<u>209,470</u>	<u>40.3%</u>

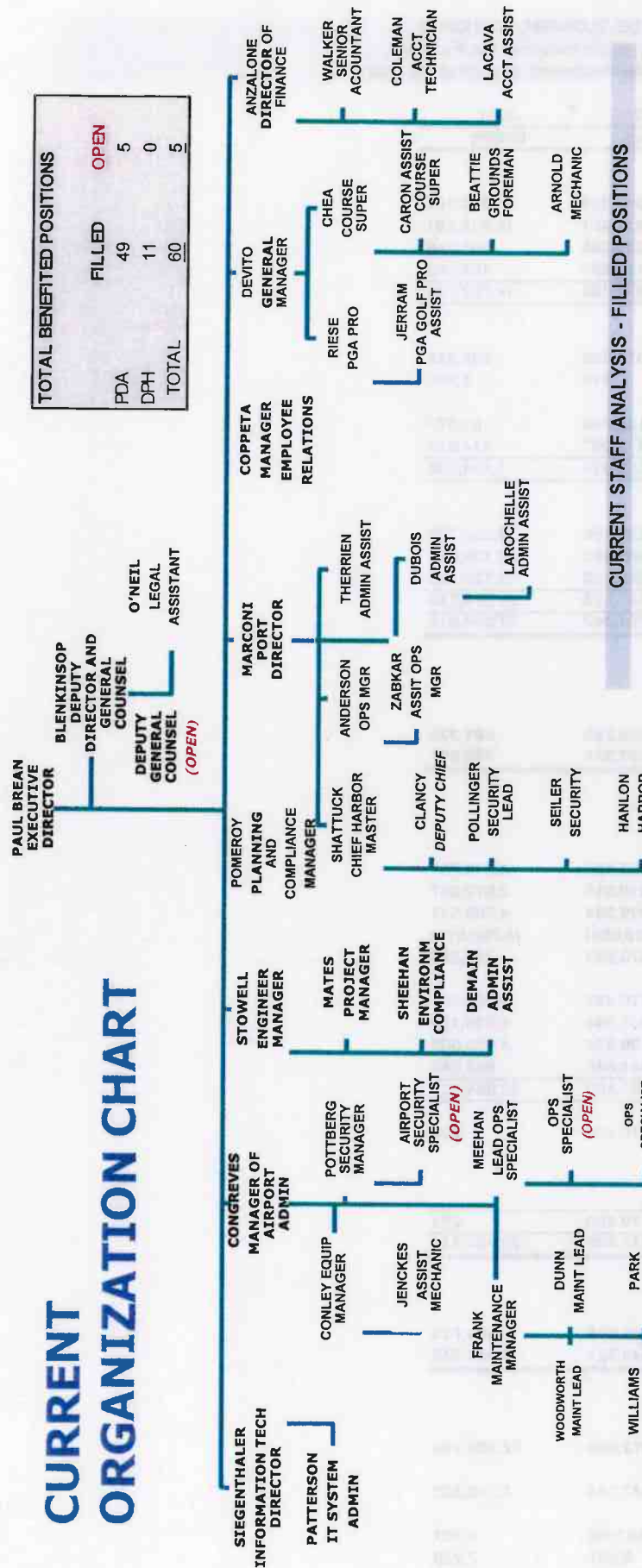
PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Three Months Ending September 30, 2021

	Actual Aug FY 2022	Budget Aug FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
GENERAL AND ADMINISTRATIVE								
EMPLOYEE DRUG TESTS	80	178	98	55.1%	406	535	129	24.1%
EMPLOYER FICA	33,073	30,334	(2,739)	(9.0%)	99,605	100,604	999	1.0%
UNEMPLOYMENT INSURANCE		593	593	100.0%		1,780	1,780	100.0%
WORKERS COMPENSATION	6,498	6,586	88	1.3%	19,495	19,758	263	1.3%
BAD DEBT EXPENSE		83	83	100.0%		250	250	100.0%
BANK FEES	8,246	7,472	(774)	(10.4%)	30,018	22,416	(7,603)	(33.9%)
COMPUTER EXPENSES	10,427	8,633	(1,793)	(20.8%)	26,033	25,900	(133)	(0.5%)
DISCOUNTS AND LATE FEES	(23)		23	-	(789)		789	-
EQUIPMENT UNDER \$5,000	5,335	7,247	1,912	26.4%	10,849	19,860	9,010	45.4%
FEES AND LICENSES	15,901	4,732	(11,169)	(236.0%)	32,391	14,197	(18,194)	(128.2%)
INSURANCE	25,769	26,570	801	3.0%	80,410	73,586	(6,824)	(9.3%)
OFFICE EQUIPMENT	2,015	1,707	(308)	(18.1%)	4,273	5,121	848	16.6%
PROFESSIONAL DEVELOPMENT	2,015	5,025	3,010	59.9%	9,445	15,075	5,630	37.3%
SUPPLIES	9,483	6,586	(2,898)	(44.0%)	29,031	19,758	(9,273)	(46.9%)
TELEPHONES AND COMMUNICATIONS	16,205	12,031	(4,173)	(34.7%)	34,555	35,595	1,040	2.9%
TRAVEL AND MILEAGE	4,357	2,619	(1,739)	(66.4%)	6,142	7,856	1,714	21.8%
OTHER EXPENSES	3,334	5,242	1,908	36.4%	5,703	15,726	10,023	63.7%
	<u>142,715</u>	<u>125,638</u>	<u>(17,074)</u>	<u>(13.6%)</u>	<u>387,567</u>	<u>378,017</u>	<u>(9,551)</u>	<u>(2.5%)</u>
UTILITIES								
ELECTRICITY	47,734	43,693	(4,041)	(9.2%)	143,868	131,079	(12,789)	(9.8%)
ELECTRICITY TRANSFERS				-				-
HEATING OIL				-	81	478	396	83.0%
NATURAL GAS	974	5,418	4,444	82.0%	3,141	16,250	13,109	80.7%
NATURAL GAS TRANSFERS				-				-
PROPANE	2,193	3,127	934	29.9%	6,592	8,682	2,090	24.1%
WASTE REMOVAL	9,987	7,300	(2,687)	(36.8%)	28,824	21,900	(6,924)	(31.6%)
WASTE REMOVAL TRANSFERS				-				-
WATER	3,421	10,694	7,274	68.0%	10,558	18,894	8,336	44.1%
WATER TRANSFERS				-				-
	<u>64,309</u>	<u>70,232</u>	<u>5,923</u>	<u>8.4%</u>	<u>193,064</u>	<u>197,283</u>	<u>4,218</u>	<u>2.1%</u>
PROFESSIONAL SERVICES								
AUDIT	35,575	5,275	(30,300)	(574.4%)	35,575	15,825	(19,750)	(124.8%)
INFORMATION TECHNOLOGY	8,585	4,957	(3,628)	(73.2%)	44,751	36,551	(8,200)	(22.4%)
LEGAL		10,625	10,625	100.0%	9,177	31,875	22,699	71.2%
LEGAL PERMIT IMPLEMENT		14,583	14,583	100.0%	3,422	43,750	40,328	92.2%
ADMINISTRATIVE SERVICES	4,746	4,750	4	0.1%	13,196	14,250	1,054	7.4%
	<u>48,906</u>	<u>40,190</u>	<u>(8,716)</u>	<u>(21.7%)</u>	<u>106,121</u>	<u>142,251</u>	<u>36,131</u>	<u>25.4%</u>
MARKETING AND PROMOTION								
ADVERTISING	4,957	5,773	815	14.1%	6,075	14,331	8,256	57.6%
OTHER MARKETING	5,772	31,208	25,437	81.5%	19,578	93,625	74,047	79.1%
FLIGHT INCENTIVES				-				-
	<u>10,729</u>	<u>36,981</u>	<u>26,252</u>	<u>71.0%</u>	<u>25,653</u>	<u>107,956</u>	<u>82,303</u>	<u>76.2%</u>
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,000	10,000		-	30,000	30,000		-
FUEL	48,653	50,924	2,271	4.5%	173,215	196,400	23,185	11.8%
GOLF CART LEASE		10,833	10,833	100.0%	41,433	32,500	(8,933)	(27.5%)
MERCHANDISE	21,895	17,563	(4,333)	(24.7%)	90,446	52,688	(37,758)	(71.7%)
	<u>80,548</u>	<u>89,320</u>	<u>8,772</u>	<u>9.8%</u>	<u>335,094</u>	<u>311,588</u>	<u>(23,507)</u>	<u>(7.5%)</u>
TOTAL OPERATING EXPENSES	<u>1,071,650</u>	<u>1,118,773</u>	<u>47,125</u>	<u>4.2%</u>	<u>3,177,098</u>	<u>3,485,037</u>	<u>307,939</u>	<u>8.8%</u>
OPERATING INCOME	<u>505,388</u>	<u>212,262</u>	<u>293,130</u>	<u>138.1%</u>	<u>1,998,143</u>	<u>1,244,340</u>	<u>753,802</u>	<u>60.6%</u>
DEPRECIATION	567,290	593,393	26,103	4.4%	1,736,720	1,780,315	43,595	2.4%
AMORTIZATION				-				-
NON-OPERATING EXPENSES								
INTEREST EXPENSE		11,250	11,250	100.0%		33,750	33,750	100.0%
INTEREST INCOME	(701)	(1,061)	(360)	34.0%	(2,409)	(3,184)	(775)	24.3%
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING				-				-
	<u>(701)</u>	<u>10,189</u>	<u>10,890</u>	<u>106.9%</u>	<u>(2,409)</u>	<u>30,566</u>	<u>32,975</u>	<u>107.9%</u>
NET OPERATING INCOME	<u>(61,201)</u>	<u>(391,320)</u>	<u>330,123</u>	<u>84.4%</u>	<u>263,832</u>	<u>(566,541)</u>	<u>830,373</u>	<u>146.6%</u>

CURRENT ORGANIZATION CHART

TOTAL BENEFITED POSITIONS

	FILLED	OPEN
PDA	49	5
DPH	11	0
TOTAL	60	5



CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Salary/ Benefited	Hourly/ Benefited	Hourly/ Non-Benefited	Seasonal	TOTAL
MAINTENANCE	-	18	0	2	20
PSM AIRPORT SECURITY	2	7	8	-	17
PORT AUTHORITY	1	0	8	-	9
GOLF COURSE	2	9	4	7	22
FINANCE	3	4	-	41	48
ENGINEERING	2	2	-	-	4
LEGAL	3	1	-	-	4
DAWAIRPORT	1	1	1	-	3
TECHNOLOGY	-	-	2	-	2
HUMAN RESOURCES EXECUTIVE	1	1	-	-	2
	1	-	-	-	1
	1	-	-	-	1
TOTAL	17	43	23	50	133

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Three Months Ending September 30, 2021

	2022	2021
	Ending	Ending
ASSETS		
Cash and Investments	\$4,365,308	\$4,305,166
Accounts Receivable - Net	2,912,401	10,018,891
Inventories	295,265	295,946
Prepays	111,657	102,062
	<u>7,684,630</u>	<u>14,722,065</u>
Restricted Assets		
Cash and Investments	578,086	582,339
Current Receivables	416	5,495
Loans Receivable - NHFL		
Due within 1 Year	105,249	81,577
Due in more than 1 Year	875,087	814,625
Total Restricted Assets	<u>1,558,839</u>	<u>1,484,035</u>
Capital Assets		
Land	7,520,786	7,520,786
Construction-in-Process	4,980,860	22,138,893
Other Capital Assets - Net	83,036,226	51,729,036
Total Capital Assets	<u>95,537,873</u>	<u>81,388,716</u>
TOTAL ASSETS	<u><u>104,781,342</u></u>	<u><u>97,594,816</u></u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension	2,008,286	691,375
OPEB	<u>2,193,378</u>	<u>558,601</u>
LIABILITIES		
Accounts Payable and Accrued Expenses	2,272,124	4,749,761
Retainage	2,610,215	2,072,247
Accounts Payable for Capital Assets	2,925,384	4,700,517
Offset to Accounts Payable for Capital	(2,925,384)	(4,700,517)
Unearned Revenues	373,664	399,558
Long-Term Liabilities		
Net Pension Liability	6,170,435	4,197,804
Net OPEB Liability	8,041,994	5,630,108
Due within 1 Year	90,924	4,500,000
Due in more than 1 Year	341,845	534,644
	<u>19,901,199</u>	<u>22,084,122</u>
Restricted Liabilities		
Current Liabilities	10,400	293
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
	<u>10,400</u>	<u>293</u>
TOTAL LIABILITIES	<u><u>19,911,599</u></u>	<u><u>22,084,414</u></u>
DEFERRED INFLOWS OF RESOURCES		
Pension	360,975	604,714
OPEB	<u>2,546,921</u>	<u>3,484,546</u>
NET POSITION		
Net Investment in Capital Assets	92,612,488	72,188,199
Restricted For:		
Revolving Loan Fishery Fund	1,247,344	1,219,302
Harbor Dredging and Pier Maintenance	(43,919)	4,961
Foreign Trade Zone	8,367	7,230
Unrestricted	(7,660,769)	(748,574)
TOTAL NET POSITION	<u><u>86,163,511</u></u>	<u><u>72,671,118</u></u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$52,950	\$81,891	(\$28,941)	(35.3%)	\$196,515	\$199,994	(\$3,479)	(1.7%)
CARGO AND HANGARS	\$2,462	\$2,404	\$58	2.4%	\$7,292	\$7,212	\$80	1.1%
CONCESSION REVENUE	\$1,208	\$2,902	(\$1,694)	(58.4%)	\$15,940	\$8,308	\$7,632	91.9%
FEE REVENUE	\$72,196	\$60,819	\$11,377	18.7%	\$231,775	\$243,352	(\$11,577)	(4.8%)
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$19,142	\$9,329	\$9,813	105.2%	\$27,531	\$16,876	\$10,655	63.1%
TOTAL OPERATING REVENUES	147,958	157,345	(9,387)	(6.0%)	479,053	475,742	3,311	0.7%
EXPENSES								
WAGES AND FRINGE BENEFITS	109,346	93,216	(16,130)	(17.3%)	305,438	310,565	5,127	1.7%
BUILDING AND FACILITIES	53,405	102,989	49,584	48.1%	138,149	258,409	120,260	46.5%
GENERAL AND ADMINISTRATIVE	34,279	31,837	(2,442)	(7.7%)	105,499	89,447	(16,052)	(17.9%)
UTILITIES	29,406	32,960	3,554	10.8%	87,448	94,688	7,240	7.6%
PROFESSIONAL SERVICES	7,191	1,458	(5,733)	(393.2%)	7,256	4,375	(2,881)	(65.9%)
MARKETING AND PROMOTION	3,000	11,708	8,708	74.4%	13,659	35,125	21,466	61.1%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	236,627	274,168	37,541	13.7%	657,449	792,609	135,160	17.1%
OPERATING INCOME	(88,669)	(116,823)	28,154	24.1%	(178,396)	(316,867)	138,471	43.7%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	372,977	387,000	14,023	3.6%	1,140,146	1,161,000	20,854	1.8%
NET OPERATING INCOME	(461,646)	(503,823)	(42,177)	8.4%	(1,318,542)	(1,477,867)	(159,325)	10.8%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS	11,364	13,007	(1,643)	(12.6%)	33,997	34,112	(115)	(0.3%)
CONCESSION REVENUE					553		553	-
FEE REVENUE		667	(667)	(100.0%)		2,000	(2,000)	(100.0%)
FUEL SALES	7,856	9,008	(1,152)	(12.8%)	22,502	31,525	(9,023)	(28.6%)
INTEREST								
MERCHANDISE								
OTHER REVENUE		42	(42)	(100.0%)	25	125	(100)	(80.0%)
TOTAL OPERATING REVENUES	19,220	22,724	(3,503)	(15.4%)	57,077	67,762	(10,685)	(15.8%)
EXPENSES								
WAGES AND FRINGE BENEFITS	3,256	4,514	1,258	27.9%	9,752	13,992	4,239	30.3%
BUILDING AND FACILITIES	5,789	4,032	(1,757)	(43.6%)	17,414	11,914	(5,500)	(46.2%)
GENERAL AND ADMINISTRATIVE	3,716	3,602	(114)	(3.2%)	12,663	10,830	(1,834)	(16.9%)
UTILITIES	2,066	2,180	114	5.2%	5,014	6,431	1,418	22.0%
PROFESSIONAL SERVICES	1,791	501	(1,289)	(257.2%)	1,957	1,504	(453)	(30.1%)
MARKETING AND PROMOTION	399	83	(316)	(379.2%)	799	250	(549)	(219.5%)
OTHER OPERATING EXPENSES	6,430	4,800	(1,630)	(34.0%)	19,180	14,400	(4,780)	(33.2%)
TOTAL OPERATING EXPENSES	23,447	19,712	(3,735)	(18.9%)	66,779	59,321	(7,459)	(12.6%)
OPERATING INCOME	(4,227)	3,012	(7,238)	(240.4%)	(9,702)	8,441	(18,144)	(214.9%)
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	41,686	45,167	3,480	7.7%	127,838	135,500	7,662	5.7%
NET OPERATING INCOME	(45,913)	(42,155)	(3,758)	(8.9%)	(137,540)	(127,059)	(10,482)	(8.2%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$753,204	\$551,267	\$201,938	36.6%	\$2,449,620	\$2,209,025	\$240,595	10.9%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	4,125	4,662	(537)	(11.5%)	47,693	13,986	33,707	241.0%
TOTAL OPERATING REVENUES	757,329	555,929	201,401	36.2%	2,497,313	2,223,011	274,302	12.3%
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	12,714	22,263	9,549	42.9%	28,025	66,790	38,766	58.0%
GENERAL AND ADMINISTRATIVE	7,144	6,990	(154)	(2.2%)	20,537	20,970	433	2.1%
UTILITIES	6,406	8,492	2,086	24.6%	18,229	25,474	7,245	28.4%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION		138	138	100.0%		413	413	100.0%
OTHER OPERATING EXPENSES	10,000	10,000	-	-	30,000	30,000	-	-
TOTAL OPERATING EXPENSES	36,264	47,883	11,619	24.3%	96,791	143,647	46,856	32.6%
OPERATING INCOME	721,065	508,046	213,019	41.9%	2,400,522	2,079,364	321,158	15.4%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	60,520	63,750	3,230	5.1%	185,446	191,250	5,804	3.0%
NET OPERATING INCOME	660,545	444,296	216,250	48.7%	2,215,076	1,888,114	326,962	17.3%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE	39,990	43,213	(3,223)	(7.5%)	130,697	146,827	(16,130)	(11.0%)
FEE REVENUE	314,796	292,852	21,944	7.5%	1,110,135	938,428	171,706	18.3%
FUEL SALES								
INTEREST								
MERCHANDISE	33,948	23,417	10,531	45.0%	127,482	70,250	57,232	81.5%
OTHER REVENUE	1,130	2,333	(1,203)	(51.6%)	10,428	7,000	3,428	49.0%
TOTAL OPERATING REVENUES	389,864	361,815	28,048	7.8%	1,378,742	1,162,505	216,236	18.6%
EXPENSES								
WAGES AND FRINGE BENEFITS	99,808	97,322	(2,486)	(2.6%)	327,094	335,697	8,604	2.6%
BUILDING AND FACILITIES	17,749	24,218	6,470	26.7%	64,130	72,655	8,526	11.7%
GENERAL AND ADMINISTRATIVE	21,031	20,895	(136)	(0.6%)	56,725	60,271	3,546	5.9%
UTILITIES	14,616	16,103	1,488	9.2%	39,679	42,439	2,760	6.5%
PROFESSIONAL SERVICES	5,959	3,701	(2,258)	(61.0%)	18,515	11,104	(7,412)	(66.7%)
MARKETING AND PROMOTION	3,423	4,175	752	18.0%	6,464	12,525	6,061	48.4%
OTHER OPERATING EXPENSES	21,895	28,396	6,501	22.9%	131,879	85,187	(46,692)	(54.8%)
TOTAL OPERATING EXPENSES	184,481	194,810	10,331	5.3%	644,486	619,878	(24,606)	(4.0%)
OPERATING INCOME	205,383	167,005	38,379	23.0%	734,256	542,627	191,630	35.3%
NON-OPERATING (INCOME) EXPENSE	(28)	(9)	19	(202.4%)	(114)	(28)	86	(314.3%)
DEPRECIATION	29,192	30,333	1,141	3.8%	89,782	91,000	1,218	1.3%
NET OPERATING INCOME	176,219	136,681	39,539	28.9%	644,588	451,655	192,934	42.7%

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	127,482	1,113,965	135,765	1,530	1,378,742
OPERATING EXPENSES* *Excluding Depreciation	103,592	485,761	41,909	13,224	644,486
OPERATING INCOME	23,890	628,204	93,856	(11,694)	734,256

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$42,193	\$32,893	\$9,500	29.1%	\$115,501	\$101,044	\$14,458	14.3%
CARGO AND HANGARS				-				-
CONCESSION REVENUE		250	(250)	(100.0%)	3,000	750	2,250	300.0%
FEE REVENUE	145,234	119,813	25,621	21.4%	352,388	385,234	(32,846)	(8.5%)
FUEL SALES	59,869	58,326	1,542	2.6%	209,599	228,709	(19,110)	(8.4%)
INTEREST	292		292	-	458		458	-
MERCHANDISE				-				-
OTHER REVENUE	6,524	9,629	(3,105)	(32.2%)	52,993	44,495	8,498	19.1%
TOTAL OPERATING REVENUES	254,112	220,511	33,600	15.2%	733,939	760,232	(26,292)	(3.5%)
EXPENSES								
WAGES AND FRINGE BENEFITS	112,980	106,875	(6,105)	(5.7%)	343,132	331,442	(11,690)	(3.5%)
BUILDING AND FACILITIES	10,218	12,955	2,737	21.1%	41,679	38,865	(2,814)	(7.2%)
GENERAL AND ADMINISTRATIVE	12,464	10,941	(1,523)	(13.9%)	37,768	32,822	(4,946)	(15.1%)
UTILITIES	10,066	10,438	372	3.6%	39,493	28,071	(11,422)	(40.7%)
PROFESSIONAL SERVICES	5,503	1,683	(3,819)	(226.9%)	5,503	5,050	(453)	(9.0%)
MARKETING AND PROMOTION	311	217	(94)	(43.5%)	311	650	339	52.2%
OTHER OPERATING EXPENSES	42,223	46,124	3,902	8.5%	154,035	182,000	27,965	15.4%
TOTAL OPERATING EXPENSES	193,765	189,233	(4,531)	(2.4%)	621,921	618,900	(3,020)	(0.5%)
OPERATING INCOME	60,347	31,278	29,068	92.9%	112,018	141,332	(29,312)	(20.7%)
NON-OPERATING (INCOME) EXPENSE	(265)	(492)	(226)	46.0%	(1,033)	(1,475)	(442)	30.0%
DEPRECIATION	50,598	52,917	2,318	4.4%	155,169	158,750	3,581	2.3%
NET OPERATING INCOME	10,014	(21,147)	31,160	147.4%	(42,118)	(15,943)	(26,173)	(164.2%)

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	134,881	179,383	17,813	283,550	117,854	458	733,939
OPERATING EXPENSES* *Excluding Depreciation	110,839	152,997	47,391	101,262	96,466	112,966	621,921
OPERATING INCOME	24,042	26,386	(29,578)	182,288	21,388	(112,508)	112,018

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL					\$2,000	\$2,000		
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE								
TOTAL OPERATING REVENUES					2,000	2,000		
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE		83	83	100.0%		250	250	100.0%
UTILITIES								
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION	1,539	1,494	(45)	(3.0%)	1,539	1,494	(45)	(3.0%)
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	1,539	1,577	38	2.4%	1,539	1,744	205	11.8%
OPERATING INCOME	(1,539)	(1,577)	38	(2.4%)	461	256	205	79.9%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	0		0	-	(1)		1	-
NET OPERATING INCOME	(1,539)	(1,577)	39	2.5%	462	256	206	80.3%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE	5,111	9,167	(4,056)	(44.2%)	17,868	27,500	(9,632)	(35.0%)
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	650	750	(100)	(13.3%)	1,650	2,250	(600)	(26.7%)
TOTAL OPERATING REVENUES	5,761	9,917	(4,156)	(41.9%)	19,518	29,750	(10,232)	(34.4%)
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES		13,750	13,750	100.0%	10,142	41,250	31,108	75.4%
GENERAL AND ADMINISTRATIVE	10,595	167	(10,428)	(6256.9%)	10,595	500	(10,095)	(2019.0%)
UTILITIES								
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION								
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	10,595	13,917	3,322	23.9%	20,737	41,750	21,013	50.3%
OPERATING INCOME	(4,834)	(4,000)	(834)	20.9%	(1,219)	(12,000)	10,781	(89.8%)
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	(36)	(67)	(31)	46.3%	(140)	(200)	(60)	29.8%
	5,886	6,250	364	5.8%	17,542	18,750	1,208	6.4%
NET OPERATING INCOME	(10,684)	(10,183)	(501)	(4.9%)	(18,621)	(30,550)	11,930	39.1%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Three Months Ending September 30, 2021

	Actual Sept FY 2022	Budget Sept FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL				-				-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST	2,795	2,750	45	1.6%	7,224	8,250	(1,026)	(12.4%)
MERCHANDISE				-				-
OTHER REVENUE		42	(42)	(100.0%)	376	125	251	200.8%
TOTAL OPERATING REVENUES	2,795	2,792	3	0.1%	7,600	8,375	(775)	(9.3%)
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE	98	50	(48)	(96.0%)	98	150	52	34.7%
UTILITIES				-				-
PROFESSIONAL SERVICES	1,885	2,083	198	9.5%	4,410	6,250	1,840	29.4%
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	1,983	2,133	150	7.0%	4,508	6,400	1,892	29.6%
OPERATING INCOME	812	659	154	23.4%	3,092	1,975	1,117	56.6%
NON-OPERATING (INCOME) EXPENSE	(42)	(77)	(35)	45.2%	(147)	(231)	(85)	36.6%
DEPRECIATION				-				-
NET OPERATING INCOME	854	736	119	16.2%	3,239	2,206	1,033	46.8%

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 09-30-21	BALANCE AT 06-30-2021
CASH BALANCES		
GENERAL FUNDS	267	225
SEQUESTERED FUNDS	-	-
	<u>267</u>	<u>225</u>
LOANS OUTSTANDING		
CURRENT	105	98
LONG TERM	875	921
	<u>980</u>	<u>1,019</u>
TOTAL CAPITAL BASE	1,247	1,244
CAPITAL UTILIZATION RATE -% *	78.6%	81.9%

*EXCLUDES SEQUESTERED FUNDS

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF SEPTEMBER 30, 2021

(\$000's)

<u>BUSINESS UNIT</u>	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PORTSMOUTH AIRPORT	30,659	24,105	27,282	(1,315)	23,469	1,156	1,044
DIVISION OF PORTS AND HARBORS	13,253	0	4,964	0	4,663	300	300
	<u>43,912</u>	<u>24,105</u>	<u>32,246</u>	<u>(1,315)</u>	<u>28,132</u>	<u>1,456</u>	<u>1,344</u>

SUMMARY OF CONSTRUCTION WORK IN PROCESS AS OF SEPTEMBER 30, 2021

(\$000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-21	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 09-30-21
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	278	224	(502)	(278)	-
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,548	(292)	(1,556)	(1,848)	(300)
TERMINAL BUILDING EXPANSION (AIP 66)	6	1	(7)	(6)	-
TERMINAL BUILDING EXPANSION (AIP 62)	24	-	(24)	(24)	-
ALPHA SOUTH HOLD BAY (AIP 67)	1	2	(3)	(1)	-
LOUGHLIN MEMORIAL PARK	8	9	(17)	(8)	-
SNOW REMOVAL EQUIPMENT (AIP69)	2	15	-	15	17
LOWERY LANE (AIP 70)	-	300	-	300	300
PSM ACCESS CONTROL BOARD	-	40	(40)	-	-
PSM MOBILE RADIO PURCHASE	-	19	(19)	-	-
	<u>1,867</u>	<u>318</u>	<u>(2,168)</u>	<u>(1,850)</u>	<u>17</u>
GOLF COURSE					
GOLF CARTS (2)	-	20	(20)	-	-
IT/ADMINISTRATION					
LEASEQUERY SOFTWARE	-	23	(23)	-	-
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,304	-	-	-	1,304
PPF BULKHEAD REPAIR AND CONSTRUCTION	1,826	511	-	511	2,337
MAIN PIER (BUILD GRANT)	1,284	38	-	38	1,322
VIDEO RECORDER REPLACEMENT & CAMERA	-	15	(15)	-	-
	<u>4,414</u>	<u>564</u>	<u>(15)</u>	<u>549</u>	<u>4,963</u>
TOTAL	<u>6,281</u>	<u>925</u>	<u>(2,226)</u>	<u>(1,301)</u>	<u>4,980</u>

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

**BOARD OF DIRECTORS MEETING
NOVEMBER 18, 2021**



NOV 18 2021 10 30 AM EST
CONFERENCE ROOM
1000 W. BROADWAY, SUITE 1000
PEASE, NEW HAMPSHIRE 03263

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW NOVEMBER 1, 2021 TO JULY 31, 2022

(EXCLUDING DIVISION OF PORTS AND HARBORS)

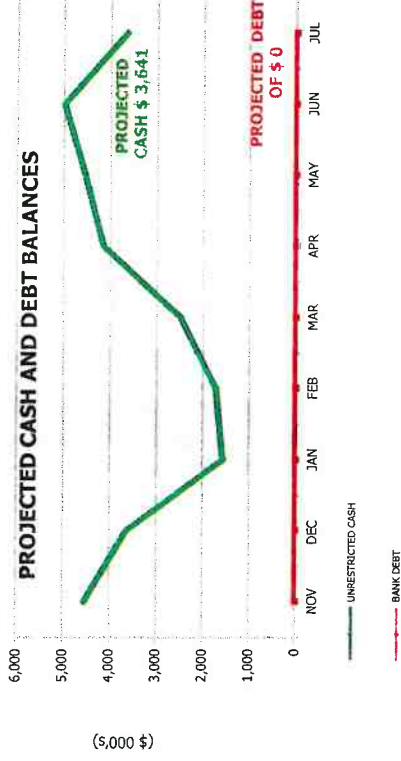
(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>4,616</u>
<u>SOURCES OF FUNDS</u>	
GRANT AWARDS (SEE PAGE #9)	3,431
TRADEPORT TENANTS	7,495
MUNICIPAL SERVICE FEE (COP)	1,837
GOLF COURSE FEE AND CONCESSION REVENUES	1,609
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,237
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	117
SALE OF 30 NH AVE	1,750
	<u>17,476</u>
<u>USES OF FUNDS</u>	
OPERATING EXPENSES	8,597
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	4,103
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	2,983
MUNICIPAL SERVICE FEE (COP)- NET	2,700
STATE OF NH- POST RETIREMENT	68
	<u>18,451</u>
NET CASH FLOW	<u>(975)</u>
CLOSING FUND BALANCE	<u>3,641</u>

DISCUSSION

AT THIS TIME, THE PDA DOES NOT 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.

MAJOR CAPITAL PROJECTS ARE WINDING DOWN RESULTING IN MORE LEVEL CASH FLOW. POTENTIAL ADDITIONAL GRANTS FROM THE AIRPORT RESCUE PLAN ACT OF APPROX. \$2M WILL FURTHER STRENGTHEN CASH BALANCES.



TOTAL FUND BALANCES	BALANCE AT 10-31-2021	BALANCE AT 06-30-2021
UNRESTRICTED	4,616	2,469
DESIGNATED	14	14
TOTAL	<u>4,630</u>	<u>2,483</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>4,616</u>	<u>4,536</u>	<u>3,622</u>	<u>1,555</u>	<u>1,710</u>	<u>2,477</u>	<u>4,142</u>	<u>4,533</u>	<u>4,984</u>	<u>4,616</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	30	520	165	300	678	1,738	-	-	-	3,431
TRADEPORT TENANTS	701	924	773	884	823	757	749	840	1,044	7,495
MUNICIPAL SERVICE FEE	340	132	135	340	135	135	350	135	135	1,837
GOLF COURSE	149	91	62	60	47	66	230	517	387	1,609
PORTSMOUTH AIRPORT- (PSM)	86	52	52	91	52	52	91	52	52	580
PSM PAY FOR PARKING	37	43	43	88	90	8	18	30	48	405
PSM FLOWAGE FEES	37	34	41	41	27	12	3	11	46	252
SKYHAVEN AIRPORT	15	13	12	12	12	12	14	14	13	117
SALE OF 30 NH	1,750	-	-	-	-	-	-	-	-	1,750
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>3,145</u>	<u>1,809</u>	<u>1,283</u>	<u>1,816</u>	<u>1,864</u>	<u>2,780</u>	<u>1,455</u>	<u>1,599</u>	<u>1,725</u>	<u>17,476</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	1,400	450	52	666	45	45	25	-	300	2,983
CAPITAL- NONGRANT (SEE PAGES #5-#8)	924	1,240	975	75	120	179	135	40	415	4,103
OPERATING EXPENSES	901	1,033	973	920	932	891	904	1,040	1,003	8,597
MUNICIPAL SERVICE FEE	-	-	1,350	-	-	-	-	-	1,350	2,700
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	-	68	-	68
	<u>3,225</u>	<u>2,723</u>	<u>3,350</u>	<u>1,661</u>	<u>1,097</u>	<u>1,115</u>	<u>1,064</u>	<u>1,148</u>	<u>3,068</u>	<u>18,451</u>
NET CASH FLOW	(80)	(914)	(2,067)	155	767	1,665	391	451	(1,343)	(975)
CLOSING FUND BALANCE	<u>4,536</u>	<u>3,622</u>	<u>1,555</u>	<u>1,710</u>	<u>2,477</u>	<u>4,142</u>	<u>4,533</u>	<u>4,984</u>	<u>3,641</u>	<u>3,641</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>GRANT REIMBURSEMENT PROJECTS</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	180	-	-	-	-	-	-	-	180
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	200	-	-	-	-	-	-	-	200
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,275	10	5	10	-	-	-	-	-	1,300
TW A SOUTH HOLD BAY (AIP 67)	85	-	-	3	-	-	-	-	-	88
PEASE BOULEVARD-ARBORETUM AVE	-	20	20	20	20	20	-	-	300	400
LOWERY LANE PAVING	15	15	2	-	-	-	-	-	-	32
SNOW REMOVAL EQUIPMENT	-	-	-	608	-	-	-	-	-	608
	<u>1,375</u>	<u>425</u>	<u>27</u>	<u>641</u>	<u>20</u>	<u>20</u>	<u>-</u>	<u>-</u>	<u>300</u>	<u>2,808</u>
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SRG 9)	25	25	25	25	25	25	25	-	-	175
TOTAL GRANT REIMBURSEMENT PROJECTS	<u>1,400</u>	<u>450</u>	<u>52</u>	<u>666</u>	<u>45</u>	<u>45</u>	<u>25</u>	<u>-</u>	<u>300</u>	<u>2,983</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u>										
<u>TECHNOLOGY</u>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	5	-	-	5	-	-	5	-	-	15
MICROSOFT SOFTWARE UPGRADES **	-	20	-	-	-	-	-	-	-	20
PAYCHEX PAYROLL KIOSKS **	5	-	-	-	-	-	-	-	-	5
PROPERTY MANAGEMENT SYSTEM	-	-	-	-	-	-	-	-	-	-
TECHNOLOGY ENHANCEMENTS **	-	15	-	-	5	-	-	-	-	20
MAIN SERVER REPLACEMENT **	-	45	-	-	-	-	-	-	-	45
	10	80	-	5	5	-	5	-	-	105
<u>GOLF COURSE</u>										
COURSE EQUIPMENT **	70	-	-	-	110	-	-	-	-	180
PATIO UPGRADE**	26	-	-	-	-	24	-	-	-	50
SIM ROOM UPGRADE**	-	-	-	-	-	-	-	30	-	30
CLUBHOUSE KITCHEN EQUIPMENT	-	10	-	-	-	10	-	-	-	20
COURSE IMPROVEMENTS**	-	-	-	-	-	-	-	10	-	10
	96	10	-	-	110	34	-	40	-	290

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>NON-GRANT REIMBURSEMENT</u>										
<u>PROJECTS</u> (CONTINUED):										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	600	800	660	-	-	-	-	-	-	2,060
TERMINAL CARPETING **	-	-	-	-	5	-	-	-	-	5
AIRFIELD SIGNAGE- LED **	-	-	-	-	-	55	-	-	-	55
MOBILE RADIO UPGRADE **	50	-	-	-	-	-	-	-	-	50
FENCE CONSTRUCTION **	-	-	-	-	-	35	-	-	-	35
GENERATOR UPGRADE **	-	-	-	-	-	-	10	-	-	10
REPEATERS **	50	-	-	-	-	-	-	-	-	50
HIGH LIFT **	-	-	-	-	-	-	20	-	-	20
139 INSPECTION PROGRAM SOFTWARE	10	-	-	-	-	-	-	-	-	10
	710	800	660	-	5	90	30	-	-	2,295

NOTE:
 ** PENDING BOARD APPROVAL

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

(CONTINUED):

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):										
SECURITY										
PSM										
CCTV SECURITY GATES **	50	-	-	-	-	-	-	-	-	50
DOOR ACCESS CONTROL **	-	-	-	-	-	-	75	-	-	75
SECURITY SYSTEM UPGRADE **	-	170	100	-	-	-	-	-	-	270
	<u>50</u>	<u>170</u>	<u>100</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75</u>	<u>-</u>	<u>-</u>	<u>395</u>
DAW										
DOOR ACCESS CONTROL **	-	25	-	-	-	-	-	-	-	25
TAXIWAY RELAMPING **	-	-	-	-	-	-	-	-	-	-
JET A FUEL TANK **	-	10	10	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	-	5	-	-	-	-	-	5
REROOF TERMINAL BUILDING **	-	-	-	-	-	-	25	-	-	25
	<u>-</u>	<u>35</u>	<u>10</u>	<u>5</u>	<u>-</u>	<u>-</u>	<u>25</u>	<u>-</u>	<u>-</u>	<u>75</u>

NOTE:
** PENDING BOARD APPROVAL

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

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u> (CONTINUED)										
<u>TRADEPORT</u>										
STORMWATER BMP'S	-	15	-	-	-	15	-	-	15	45
CORPORATE DRIVE- DRAINAGE **	50	50	50	-	-	-	-	-	400	550
	<u>50</u>	<u>65</u>	<u>50</u>	-	-	<u>15</u>	-	-	<u>415</u>	<u>595</u>
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT **	8	-	-	-	-	40	-	-	-	48
PAINT MACHINE **	-	-	15	-	-	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	-	-	-	-	-
MOWER REPLACEMENT **	-	-	-	15	-	-	-	-	-	15
JOHN DEERE TRACTOR REPLACEMENT **	-	-	140	-	-	-	-	-	-	140
CRACK SEALING MACHINE **	-	-	-	50	-	-	-	-	-	50
TRACK SKID MOWER	-	80	-	-	-	-	-	-	-	80
	<u>8</u>	<u>80</u>	<u>155</u>	<u>65</u>	-	<u>40</u>	-	-	-	<u>348</u>
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	924	1,240	975	75	120	179	135	40	415	4,103

NOTE:
 ** PENDING BOARD APPROVAL

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

(\$ 000'S)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M)	-	-	-	-	211	-	-	-	-	211
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M)	-	-	-	-	167	-	-	-	-	167
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-	-	-	-	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	-	500	-	-	-	1,100	-	-	-	1,600
RUNWAY- AIR NATIONAL GUARD	-	-	-	-	300	-	-	-	-	300
TW A SOUTH HOLD BAY (AIP 67)	-	-	90	-	-	-	-	-	-	90
PEASE BOULEVARD- ARBORETUM AVE	-	-	-	-	-	60	-	-	-	60
SNOW REMOVAL EQUIPMENT (AIP 69)	-	20	-	-	-	578	-	-	-	598
LOWERY LANE PAVING (AIP 70)	-	-	-	300	-	-	-	-	-	300
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG-7)	30	-	75	-	-	-	-	-	-	105
TOTAL	30	520	165	300	678	1,738	-	-	-	3,431

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

REVOLVING LETTER OF CREDIT (RLOC)	THE PROVIDENT BANK
AMOUNT OF CREDIT FACILITY	15,000
AMOUNT CURRENTLY AVAILABLE	15,000
TERM DATE	12-31-2022

PURPOSE
TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS.

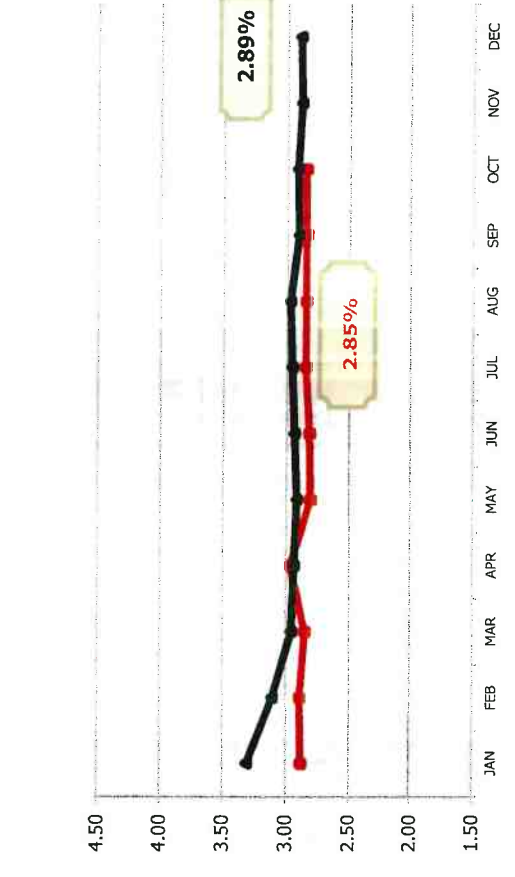
INTEREST RATE
ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS

MINIMUM SIZE OF DRAWDOWN
NO MINIMUM

OTHER
DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 10-31-2021	BALANCE AT 06-30-2021	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
WEIGHTED AVERAGE	=	=		
	2.85%			

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



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS) NOVEMBER 1, 2021 TO JULY 31, 2022

(\$ 000's)

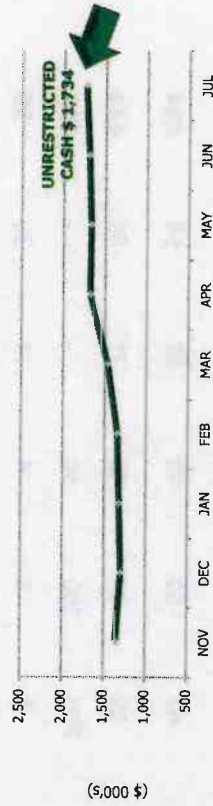
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>1,354</u>
SOURCES OF FUNDS	
FUEL SALES	484
FACILITY RENTALS AND CONCESSIONS	444
REGISTRATIONS / WHARFAGE	679
MOORING FEES	450
PARKING FEES	55
	<u>2,112</u>
USES OF FUNDS	
PERSONNEL SERVICES AND BENEFITS	864
FUEL PROCUREMENT	412
OPERATING EXPENSES	388
CAPITAL EXPENDITURES AND OTHER	40
STATE OF NH- POST RETIREMENT	28
	<u>1,732</u>
NET CASH FLOW	<u>380</u>
CLOSING FUND BALANCE	<u>1,734</u>

DISCUSSION

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

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

PROJECTED UNRESTRICTED CASH BALANCES



	BALANCE AT 10/31/2021	BALANCE AT 06-30-2021
TOTAL FUND BALANCES	1,354	1,888
UNRESTRICTED FUNDS	160	153
RESTRICTED FUNDS:		
HARBOR DREDGING	392	317
REVOLVING LOAN FUND	209	225
FOREIGN TRADE ZONE	8	8
	<u>609</u>	<u>550</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>1,354</u>	<u>1,348</u>	<u>1,289</u>	<u>1,314</u>	<u>1,337</u>	<u>1,457</u>	<u>1,673</u>	<u>1,664</u>	<u>1,690</u>	<u>1,354</u>
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS AND CONCESSIONS	43	40	36	41	63	69	49	83	60	484
FUEL SALES	44	44	44	38	35	34	48	71	86	444
MOORING FEES	-	-	-	-	200	200	50	-	-	450
PARKING FEES	5	-	-	-	1	1	4	14	30	55
REGISTRATIONS / WHARFAGE	91	38	131	115	46	76	22	95	65	679
	<u>183</u>	<u>122</u>	<u>211</u>	<u>194</u>	<u>345</u>	<u>380</u>	<u>173</u>	<u>263</u>	<u>241</u>	<u>2,112</u>
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	91	96	100	89	96	95	93	115	89	864
FUEL PROCUREMENT	48	45	46	42	39	29	48	46	69	412
UTILITIES	10	10	10	10	10	10	11	12	9	92
GENERAL AND ADMINISTRATIVE	14	14	14	14	14	14	14	15	14	127
BUILDINGS AND FACILITIES	16	16	16	16	16	16	16	16	14	142
PROFESSIONAL SERVICES	10	-	-	-	10	-	-	5	2	27
CAPITAL EXPENDITURES AND OTHER	-	-	-	-	40	-	-	-	-	40
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	-	28	-	28
	<u>189</u>	<u>181</u>	<u>186</u>	<u>171</u>	<u>225</u>	<u>164</u>	<u>182</u>	<u>237</u>	<u>197</u>	<u>1,732</u>
NET CASH FLOW	(6)	(59)	25	23	120	216	(9)	26	44	380
CLOSING FUND BALANCE	<u>1,348</u>	<u>1,289</u>	<u>1,314</u>	<u>1,337</u>	<u>1,457</u>	<u>1,673</u>	<u>1,664</u>	<u>1,690</u>	<u>1,734</u>	<u>1,734</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - HARBOR DREDGING FUND

(RESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	392	352	358	368	328	286	246	256	212	392
SOURCES OF FUNDS										
PIER USAGE FEES	9	9	9	9	9	9	9	9	9	81
REGISTRATIONS	1	1	1	1	1	1	1	1	1	9
FUEL FLOWAGE FEES	-	-	-	-	-	-	-	-	-	-
GRANT FUNDING	-	-	-	-	-	-	-	-	-	-
	10	10	10	10	10	10	10	10	10	90
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	2	-	50	-	50	-	2	-	104
GENERAL AND ADMINISTRATIVE	-	2	-	-	2	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	50	-	-	-	50	-	-	50	-	150
	50	4	-	50	52	50	-	54	-	260
NET CASH FLOW	(40)	6	10	(40)	(42)	(40)	10	(44)	10	(170)
CLOSING FUND BALANCE	352	358	368	328	286	246	256	212	222	222

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	<u>209</u>	<u>105</u>	<u>117</u>	<u>130</u>	<u>141</u>	<u>155</u>	<u>169</u>	<u>181</u>	<u>195</u>	<u>209</u>
SOURCES OF FUNDS										
LOAN REPAYMENTS	10	10	12	12	12	12	12	12	12	104
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	-	-	-	-	-	-	-	-	-
	<u>13</u>	<u>13</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>131</u>
USE OF FUNDS										
NEW LOANS PROJECTED	112	-	-	-	-	-	-	-	-	112
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	2	-	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	3	1	2	2	1	1	1	1	1	13
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>117</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>131</u>
NET CASH FLOW	(104)	12	13	11	14	14	12	14	14	-
CLOSING FUND BALANCE	<u>105</u>	<u>117</u>	<u>130</u>	<u>141</u>	<u>155</u>	<u>169</u>	<u>181</u>	<u>195</u>	<u>209</u>	<u>209</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND

(RESTRICTED FUNDS)

(\$ 000's)

	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	TOTAL
OPENING FUND BALANCE	8	13	9	9	7	7	7	5	5	8
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS	5	-	-	-	-	-	-	-	2	7
ALL OTHER	-	-	-	-	-	-	-	-	-	-
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	4	-	2	-	-	2	-	-	8
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	-	4	-	2	-	-	2	-	-	8
	5	(4)	-	(2)	-	-	(2)	-	2	(1)
CLOSING FUND BALANCE	<u>13</u>	<u>9</u>	<u>9</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>5</u>	<u>5</u>	<u>7</u>	<u>7</u>

MOTION

Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to enter into a one (1) year extension of its engagement agreement with Berry Dunn McNeil & Parker, LLC (“Berry Dunn”), for PDA’s external FY2022 audit and technical guidance related to compliance with accounting standard GASB 87, in a total amount not to exceed \$76,800; all in accordance with the memorandum of Suzy Anzalone, Director of Finance, dated November 1, 2021, attached hereto.


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

1. Berry Dunn has served as PDA’s independent external auditors for the past seven (7) fiscal years and has an intimate knowledge of PDA’s information technology environment, as well as its business systems and associated internal controls;

2. Accounting standard GASB 87 takes effect for fiscal year ending June 30, 2022, and Berry Dunn has knowledge of GASB 87 compliance requirements and is uniquely positioned to provide guidance to the PDA over the coming months;
3. Berry Dunn is able to provide technical assistance to the PDA as it uploads PDA lease information into its recently purchased lease management software in order to comply with GASB 87 requirements;
4. Berry Dunn will provide Engagement Principal rotation for this one (1) year extension.

NOTE: This motion requires 5 affirmative votes.

November 1, 2021

TO: Paul Breaun, Executive Director 

FROM: Suzy Anzalone, Director of Finance 

RE: One Year Extension of BerryDunn Contract

The contract for our annual external audit with the firm of Berry Dunn McNeil and Parker, LLC (BerryDunn) expired as of fiscal year ended June 30, 2021. This requires us to prepare a Request for Proposal for a new audit firm before the end of our next fiscal year.

As you may recall, there is a new accounting standard (GASB 87) which takes effect for fiscal year ended June 30, 2022. This rule requires us to calculate the present value of all leases and report them on our balance sheet as a receivable and an offsetting deferred inflow of resources. We recently purchased software (LeaseQuery) which will perform this calculation and we are currently working to upload all our lease information into their database. This is a time-consuming and technical process. During this process, it is likely we will need technical guidance regarding the various types of leases within our organization in order to ensure information is properly inputted.

As our auditor for the past seven fiscal years, BerryDunn is very familiar with our organization and has provided technical expertise and guidance over the past year related to the upcoming implementation of this new accounting standard. In addition, BerryDunn has provided valuable historical perspective to me given the change in the Finance Director this year. With the foregoing in mind, I am respectfully requesting that we ask the Board at the November meeting to extend the contract with BerryDunn for one additional year, and in so doing waive the RFP requirement for that extension.. The fee for this engagement will not exceed \$76,800, and includes \$7,500 in additional fees for technical guidance related to GASB 87. If approved, we will have Engagement Principal rotation for this fiscal year's audit, as BerryDunn did at the halfway point of the contract term.

Thank you for your consideration with this request and please let me know if you require any supplemental information.



October 26, 2021

Thomas Ferrini, Audit Committee Chair
Paul Brean, Executive Director
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Dear Thomas and Paul:

We are pleased to continue to be considered as the auditors for Pease Development Authority, a component unit of the State of New Hampshire (the Authority) for fiscal year ending June 30, 2022. Our proposed fee for audit of the financial statements and compliance audit of the Authority as of and for the year ending June 30, 2022 is as follows:

<u>Service</u>	<u>Proposed Fee</u>	<u>Fy21 fee</u>
Audit of financial statements of the Authority as of and for the year ending June 30, 2022	\$ 53,300	55,000
One time assistance and auditing related to the adoption of GASB No. 87, Leases	7,500	—
Compliance audit of the Authority's federal awards in accordance with the Uniform Guidance for the year ending June 30, 2022	15,000	15,130
Reimbursable expenses	<u>1,000</u>	<u>1,000</u>
Total	<u>\$ 76,800</u>	<u>71,130</u>

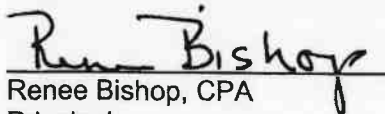
The quote above estimates that we will be auditing **two** major programs under Uniform Guidance as you have had additional activity in federal grants in recent years. If additional programs are required to be audited as major programs, that will be billed separately.

The audit engagement fees and related reimbursable expenses stated above are on a not-to-exceed basis and are guaranteed, assuming that there are no significant changes in scope, additional major programs due to federal or state funding, requests from management or federal or state regulatory changes requiring additional auditing or reporting requirements.

As discussed with Susanne Anzalone, Director of Finance, we would plan for principal rotation for this engagement. If you have any questions or would like additional information, please feel free to email me at rbishop@berrydunn.com.

Very truly yours,

BERRY DUNN McNEIL & PARKER, LLC


Renee Bishop, CPA
Principal

Thomas Ferrini, Audit Committee Chair
Paul Brean, Executive Director
Pease Development Authority
October 26, 2021
Page 2

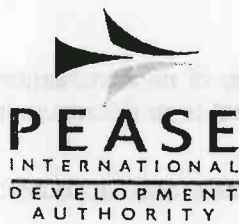
Acknowledgement

The above accurately reflects our understanding of the engagement and is accepted by us.

PEASE DEVELOPMENT AUTHORITY

By: _____
Paul Brean
Executive Director

Date _____



55 International Drive, Portsmouth NH 03801

October 27, 2021

Berry Dunn McNeil & Parker, LLC
Certified Public Accountants
1000 Elm Street, 4th Floor
Manchester, NH 03101

This representation letter is provided in connection with your audits of the financial statements of Pease Development Authority (PDA), which comprise the statements of net position as of June 30, 2021 and 2020, and the related statements of revenues, expenses, and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements, which collectively comprise PDA's basic financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audits.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 17, 2021 including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 9) Guarantees, whether written or oral, under which PDA is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 10) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within PDA from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the Finance Committee, Audit Committee and Board of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 11) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 12) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects PDA and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting PDA's financial statements communicated by employees, former employees, regulators, or others.
- 15) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 16) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 17) We have disclosed to you the names of PDA's related parties and all the related party relationships and transactions, including any side agreements.
- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices, or noncompliance or deficiencies related to existing laws and regulations governing reimbursement from third-party payors.
- 19) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 20) PDA has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.

- 21) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 22) We have no knowledge of any instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 23) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 24) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 25) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 26) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- 27) PDA has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) PDA has complied with all aspects of contractual agreements, including existing laws and regulations governing reimbursement from third-party payors that would have a material effect on the financial statements in the event of noncompliance.
- 29) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 30) Receivables recorded in the financial statements represent valid claims against debtors for sales or other charges arising on or before the statement of net position date and provisions for uncollectible receivables have been properly identified and recorded.
- 31) Expenses have been appropriately classified in the statement of revenues, expenses, and changes in net position, and allocations have been made on a reasonable basis.
- 32) Revenues are appropriately classified in the statement of revenues, expenses, and changes in net position.
- 33) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 34) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 35) With respect to the Management's Discussion and Analysis:

- a) We acknowledge our responsibility for preparing and presenting the Management's Discussion and Analysis in accordance with U.S. GAAP, and we believe the Management's Discussion and Analysis, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the Management's Discussion and Analysis have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b) If the Management's Discussion and Analysis is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- c) There are no currently known facts, decisions, or conditions that are expected to have a significant effect on the statement of net position or statement of revenues, expenses and changes in net position.

36) With respect to federal award programs:

- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Office of Management and Budget Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, including requirements relating to preparation of the schedule of expenditures of federal awards (SEFA).
- b) We acknowledge our responsibility for preparing and presenting the SEFA and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

- g) We have made available to you all contracts and **grant agreements (including amendments, if any)** and any other **correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.**
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E) and **Office of Management and Budget Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments.***
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and **reimbursements.**
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and **reimbursements** are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have charged costs to federal awards in accordance with applicable cost principles.

- u) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- v) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- w) We have expended the Federal Aviation Administration (FAA) CARES Act funding in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282).

Very truly yours,

PEASE DEVELOPMENT AUTHORITY



Paul Brean
Executive Director

Susanne Anzalone, CPA
Director of Finance

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an Extension of the Right-of-Entry with the New Hampshire Department of Transportation for the Portsmouth Transportation Center and associated parking facility located at Pease International Tradeport for a period of four (4) years; all in accordance with the draft Extension of Right of Entry attached hereto.

November 18, 2021

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

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

Dear Commissioner Sheehan:

This letter will serve to extend the Right of Entry dated September 3, 1998 granted to New Hampshire Department of Transportation ("NHDOT") and/or its agents to enter upon the premises defined as Exhibit A of the Right of Entry dated September 3, 1998 and Exhibit A-1 of the Extension of Right of Entry dated October 4, 1999, and as subsequently expanded on May 16, 2014 (the "Premises") for the purpose of operating the Portsmouth Transportation Center and the associated parking facility. The Right of Entry is hereby extended from January 1, 2022 through December 31, 2025 and will expire at midnight on December 31, 2025, unless otherwise extended by agreement of NHDOT and Pease Development Authority.

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

Sincerely,

Paul E. Brean
Executive Director

Agreed and accepted this ____ day of _____, 2021

NH DEPARTMENT OF TRANSPORTATION

By: _____
Print Name: _____
Its Duly authorized: _____

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
P:\NHDOT\ROE\NHDOT 11-1-2021 (1-1-22 through 12-31-2025).docx


MOTION


Director Parker:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to finalize negotiations and enter into a Food and Beverage Management Service Concession with Great Circle Catering, LLC, for the purpose of operating food and beverage services at the Portsmouth International Airport at Pease for a period of seven (7) years, with three (3) one (1) year options to extend the agreement exercisable at the Executive Director’s discretion; substantially in accordance with the terms and conditions contained within the draft Concession Agreement and memorandum of Chasen Congreves, Manager Airport Administration, dated November 10, 2021, attached hereto.

N:\RESOLVES\2021\Great Circle Catering 11-18-2021.docx

Memorandum

To: Paul E. Brean, Executive Director 

From: Chasen Congreves, Manager Airport Administration 

Date: November 10, 2021

Subject: Great Circle Catering-Concession Agreement

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

In 2018, the parties entered into a Concession Agreement, also at a 10% share of gross revenues rate. The agreement expired September 30, 2021, but the parties have continued to honor its terms. The concession agreement between Great Circle and PSM approved by the PDA Board on June 21, 2018, identified that a new concession space would be built in the airport terminal expansion project. In that agreement it was identified Great Circle would work with the design team and commit capital investment in up fitting the new concession space. I am happy to report the collaboration between Great Circle and the design/build team has been successful from the onset of the project. Great Circle has invested approximately \$120,000 in kitchen equipment and design costs. The investment by Great Circle in commercial grade kitchen equipment will allow for a full menu offering and a fixed seated bar area. Both Great Circle and PSM anticipate increased revenues due to a more elaborate menu. A detailed list of equipment purchased and installed by Great Circle is documented in Exhibit C of the proposed concession agreement.

Providing terminal concessions at PSM is a large commitment due to employee security badging requirements and the seasonal schedules of Allegiant Airlines. The fact Great Circle is fully staffed and stocks a large inventory at their main flight kitchen, allows Air Side Café to remain operational during airline flight delays. Great Circle also serves the erratic Atlas Troop Flight

schedules. The flexible staffing schedules and inventory requirements for Troop Flights allows Air Side Café to meet the challenges that derive from the seasonal fluctuation of Allegiant's flight schedules. It is unrealistic that another vendor could remain stocked and staffed to serve our commercial passengers without the support of the main on airport in-flight kitchen and dedicated staff that serves the 24/7 operating model.

Great Circle has done a great job operating the Air Side Café for the past 7 years. The operation has grown and kept pace with the airport's passenger activity and has remained operational throughout the Covid-19 pandemic. PSM is fortunate to have a concession partner like Great Circle that has the ability to serve a niche market that other entities could not. I recommend a 7 year agreement with 3 one year options that will allow Great Circle Catering up to 10 years to amortize their investment in capital equipment. This agreement calls for a 10% concession fee on gross revenues for the first three years and escalates throughout the term to a maximum of 14% through the final option years. It should be noted all concession agreements at PSM are non-exclusive and the airport is not restricted in this agreement to enter additional airport concession agreements.

I request that you seek Board approval on November 18, 2021 for the PDA to enter a seven-year Concession Agreement with three additional one-year options with Great Circle to provide post-security food and beverage concessions at PSM, pursuant to Great Circle's agreement to pay PDA the scheduled percentage of its gross sales.

**FOOD AND BEVERAGE MANAGEMENT SERVICE
CONCESSION AGREEMENT
PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE**

THIS AGREEMENT is made and entered into this ___ day of November, 2021, by and between the Pease Development Authority ("PDA"), an agency of the State of New Hampshire having a principal office at 55 International Drive, Portsmouth, New Hampshire, and Great Circle Catering, LLC ("Great Circle") a New Hampshire limited liability company having a principal office at 104 Grafton Street, Portsmouth, New Hampshire 03801, for the granting and operation of a Food and Beverage Management Service Concession at Portsmouth International Airport at Pease, 36 Airline Avenue, Portsmouth, New Hampshire ("PSM" or "Airport Terminal Building"), in accordance with the terms and conditions as provided herein.

The PDA hereby grants to Great Circle the right to operate a Food and Beverage Management Service Concession at PSM, and Great Circle shall provide such Food and Beverage Management Service Concession, all upon and subject to the following express terms and conditions:

1. This Agreement shall be for a period of seven (7) years beginning on January 1, 2022 and expiring on December 31, 2028, unless otherwise extended or terminated earlier pursuant to the terms of this Agreement.

PDA shall have three (3) options of one (1) year each to extend this Agreement. In no event shall this Agreement extend beyond ten (10) years from the commencement date. The options granted in this Agreement may be exercised in writing at the discretion of the Executive Director of Pease Development Authority no less than three (3) months before the expiration of the then current term.

2. Great Circle shall provide Food and Beverage Management Services in accordance with the terms and conditions as stated in Exhibit B of this Agreement and incorporated herein by reference. PDA reserves the right to approve all equipment used by Great Circle and to make changes in the type of equipment provided at PSM under this Agreement.

3. PDA shall permit Great Circle to utilize space on a non-exclusive basis in the Airport Terminal Building, as depicted in Exhibit A. With the exception of any PDA owned equipment which may currently be present in the Terminal, Great Circle shall, at its own cost and expense, deliver, install and maintain any equipment necessary to fulfill the terms of this Agreement. A list of PDA owned equipment and Great Circle owned equipment on site at PSM as of the commencement of this Agreement is attached hereto as Exhibit C.

4. As consideration for the privilege of operating the Food and Beverage Management Service Concession hereunder, Great Circle shall pay to PDA each month during the term of this Agreement a sum of money which represents a percentage fee ("Percentage Fee") of its gross revenues from all services provided by Great Circle in connection with this Food and Beverage Management Service Concession at PSM (excluding any applicable sales tax and gratuities), as follows:

- Years 1-3: Ten percent (10 %) of gross revenues.
- Year 4: If Year 3 Scheduled Enplanements (Commercial) are over 100,000 enplanements the percentage fee will increase to eleven percent (11%), otherwise it shall remain at ten percent (10%).
- Year 5: If Year 4 Scheduled Enplanements (Commercial) are over 100,000 enplanements the percentage fee will increase to twelve percent (12%), otherwise it shall remain at the Year 4 rate.
- Years 6-7: Twelve percent (12%) of gross revenues, unless Scheduled Enplanements (Commercial) exceed 250,000 enplanements in the prior year in which case the percentage fee shall increase to thirteen percent (13%).*
- Option Years: Fourteen percent (14%) of gross revenues.*

*Should Scheduled Enplanements (Commercial) drop below 50,000 in any applicable year, the Percentage Fee shall be ten percent (10%) of gross revenues for the subsequent year.

All payments of the Percentage Fee shall be paid on a monthly basis in arrears by the fifteenth (15th) day of the month following the month of their accrual and shall be accompanied by documentation of daily gross revenues for each month in which Percentage Fees are due hereunder.

5. Great Circle's sales and business records shall contain sufficient information and detail in the event that PDA chooses to audit the gross sales data submitted by Great Circle. PDA reserves the right to require receipt of audited statements from Great Circle at the end of each fiscal year.

6. PDA shall retain the right to review Great Circle's sales and business records in connection with its operations at PSM at such times as PDA deems necessary. Great Circle shall maintain its records in an orderly and accessible format. Great Circle shall make such records available for inspection, examination and audit by the PDA and its agents. Records shall be maintained by Great Circle for a period of three (3) years following the expiration or termination of this Agreement.

7. Great Circle shall at all times maintain its service areas in a sanitary, neat, clean, and working condition and shall make all necessary repairs to the equipment which is damaged but only in the event such damage is caused by the negligence of Great Circle, reasonable wear and tear excepted.

8. Great Circle shall comply with all rules and regulations of the PDA as may be established for the conduct and operation of Great Circle and others at PSM and such future rules and regulations as may, from time to time, be established during the term of this Agreement, including such requirements as may be reasonably imposed for reasons of health, safety, sanitation, good order, security of PSM and prevention of uncontrolled access to the premises.

9. Great Circle shall comply with all applicable license (including food service and liquor licenses), permit, and other regulatory requirements which may be necessary for the conduct of its operations and shall comply with all laws, rules and regulations which may, from time to time, be applicable to Great Circle's operations hereunder.

10. Great Circle covenants and agrees to indemnify and hold harmless PDA, its directors, officers, agents and employees, from and against any and all claims for damages or injuries, including death, to persons or property arising out of or claimed to arise out of or incident to Great Circle's use and occupancy of the facilities at PSM or operation of equipment and services thereon in connection with the Food and Beverage Management Service Concession. This provision shall survive the termination or expiration of this Agreement.

11. Great Circle shall provide Commercial General Liability, Automobile and Worker's Compensation insurance coverages in such amounts as are more specifically set forth in Exhibit B of this Agreement. Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain: (i) 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; (ii) provide that the insurer shall have no right of subrogation against the PDA; and (iii) be primary and non-contributory with respect to any coverages carried by PDA.

12. Great Circle shall offer to the public high quality products and services at a reasonable cost. Continuing failure by Great Circle to maintain high standards of service and quality of product to the satisfaction of PDA shall be a breach of covenant sufficient for termination of this Agreement by PDA at its sole discretion.

13. Great Circle shall have full responsibility for setting prices for the food and beverages it offers to the public subject to the requirement that prices reflect prevailing market conditions in the greater Portsmouth, New Hampshire area and a good price-value relationship for the products sold.

14. PDA may terminate this Agreement for cause upon providing Great Circle with ten (10) days advance written notice. Otherwise either Party may terminate this Agreement with or without cause by providing the other Party with ninety (90) days advance written notice. Upon termination, Great Circle shall remove all of its equipment and furnishings from the premises and leave the premises in a clean, neat, and orderly condition.

15. This Agreement shall not be subcontracted, assigned or transferred by Great Circle without the prior written consent and approval by PDA. No subcontract or other transfer entered into by Great Circle shall relieve it of any of its liabilities and obligations hereunder.

16. PDA shall provide without cost utility hookups for Great Circle's use in the installation of equipment hereunder and shall be responsible for all costs of supplying utility service to said equipment. PDA shall not guarantee the uninterrupted provision of utilities to Great Circle's equipment but shall ensure that all reasonable and diligent efforts are undertaken in restoring interrupted service. No failure to furnish or no delay in or interruption of any utility service shall relieve Great Circle of any of its obligations hereunder, or shall constitute grounds for any diminution or abatement in the Percentage Fee payable under this Agreement, or grounds for any claim by Great Circle for damages, consequential or otherwise.

17. All notices provided for in this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid and addressed:

To PDA:

Executive Director
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

To Great Circle:

Great Circle Catering, LLC
104 Grafton Drive
Portsmouth, NH 03801
Attn: Michael Murphy

or at such other address as may be hereafter provided.

18. Nondiscrimination: Great Circle for itself; its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Agreement that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the provision of food and beverage services; (2) that in the construction of any improvements on, over, or under such food and beverage concession service areas or the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Great Circle shall use the food and beverage service areas in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

19. Great Circle assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Great Circle assures that no person shall be excluded on these

grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Great Circle assures that it will require that its covered suborganizations provide assurances to it that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, subpart E, to the same effect.

That in the event of breach of any of the above nondiscrimination covenants, PDA shall have the right to terminate this Agreement and to reenter and repossess said food and beverage concession service areas and the facilities thereon, and hold the same as if said Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

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

In the event the Concession premises, or any portion thereof, are removed from the Airport District, Great Circle shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

21. Great Circle will be permitted to post signs at the following locations in the Airport Terminal Building for the purpose of identifying its presence in connection with its Food and Beverage Management Service Concession at PSM.

- a. Pre-security Public Area
- b. Post Security Domestic Upper Level
- c. Post Security Domestic Lower Level

22. Great Circle may refer to "Portsmouth International Airport at Pease" in connection with its operations at PSM for the duration of this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of November, 2021
by authority of the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: _____

Paul E. Brean

Title: Executive Director

This Agreement, together with all terms and conditions thereof, is hereby accepted
and executed this ____ day of November, 2021.

GREAT CIRCLE CATERING, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT A

Concessions Area

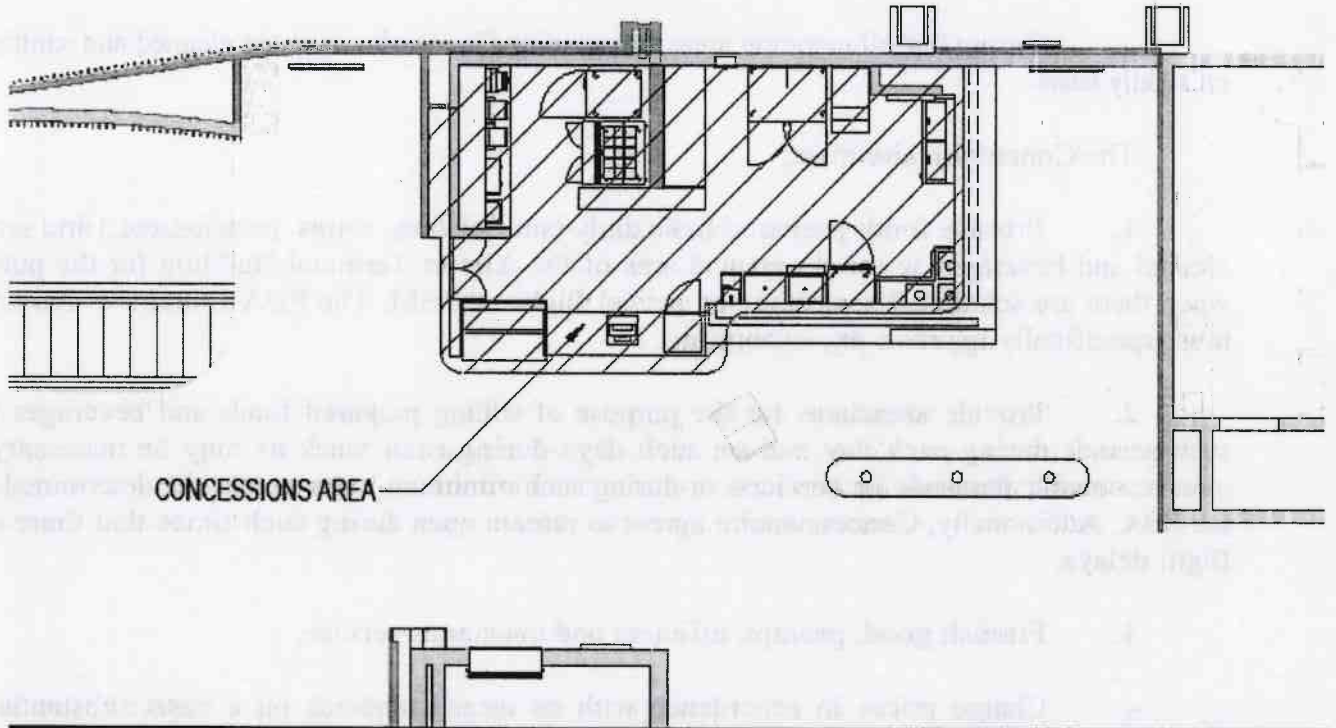


Exhibit Depicting Concessions Space at PSM Terminal

DESIGNED BY: MRM DATE: 9/24/21 SCALE: NTS

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

EXHIBIT B

The PDA will provide the following to the Concessionaire:

1. A Concession area with all existing equipment located in the designated area at the Airport Terminal Building at Portsmouth International Airport at Pease.
2. Maintain all structural or permanent type fixtures, including but not limited to cabinets, light fixtures, counters, flooring, ceiling and security grate.
3. Ensure that all common areas surrounding Concession area are cleaned and sanitized on a daily basis.

The Concessionaire must:

1. Provide foods prepared fresh daily (sandwiches, soups, pastries, etc.) and serve alcohol and beverages in the designated area of the Airport Terminal Building for the public when there are scheduled departure and arrival flights at PSM. The PDA Executive Director must specifically approve any exceptions.
2. Provide attendants for the purpose of selling prepared foods and beverages for such periods during each day and on such days during each week as may be necessary to meet reasonable demands for services, or during such minimum hours as may be determined by the PDA. Additionally, Concessionaire agrees to remain open during such times that there are flight delays.
3. Furnish good, prompt, efficient and courteous service.
4. Charge prices in accordance with its usual standards on a basis substantially similar to those charged for similar services at airports of similar size within the same general area. The PDA Executive Director shall have the right to approve all prices and adjustments thereto.
5. Install, service, and maintain the counter(s), carts, tables, chairs (and floor area under and around the tables and chairs), and other equipment necessary to provide prepared food service.
6. Require all employees working in the view of the public and about the airport to wear clean and neat attire appropriate for their specific job assignments.
7. Clean and sanitize the concession area on a daily basis, including but not limited to, walls, floors, counters, all surfaces, equipment, employee areas, and passenger sales areas.
8. Install and maintain exhaust fan and hood into the existing exhaust ventilation system.
9. Clean exhaust duct as necessary.

10. Clean grease trap as necessary.
11. Secure all permits and licenses required (including, but not limited to, a liquor license) by any ordinance or statute or other government regulation on or before the commencement of the term of this Agreement.
12. Meet all expenses in connection with the use of the premises including, but not limited to, taxes, permit fees and license fees. The concessionaire will not be charged for utilities (heat, air conditioning, water and electricity).
13. Provide detailed plans for all signs, furnishings, and installations to the PDA Executive Director for approval. All signage will be provided and installed by the Concessionaire.
14. Comply with all Federal, State, and Local rules and regulations, safety requirements, and other applicable directives.
15. Indemnify, hold harmless and defend the PDA from and against all claims, and all expenses incidental to the defense thereof, based upon or arising out of damages or injuries to persons or property caused by the fault or negligence of Concessionaire, its employees, guests, patrons, agents, assigns, invitees, contractors, suppliers of materials, and furnishers of services in the performance of services by Concessionaire: provided, however, that Concessionaire shall not be liable for any injury, damage or loss caused by the fault or negligence of the PDA, its employees, guests, patrons, agents, assigns, tenants, invitees, contractors, suppliers of materials, and furnishers of services, and provided further that the PDA shall give Concessionaire prompt and reasonable notice of any such claims and actions and Concessionaire shall have the right to investigate, compromise, and defend the same.
16. Apply the requirements stated in item 15 above to any and all actions and/or claims made by governmental agencies and departments against the PDA based upon or arising out of acts or omissions by Concessionaire, its employees, guests, patrons, agents, assigns, invitees, contractors, suppliers of materials, and furnishers of service.
17. Provide evidence of insurance in a form satisfactory to the PDA throughout the term of the Concession Agreement. Such insurance shall be from a responsible insurance company authorized to do business in the State of New Hampshire. It shall include Workers' Compensation and Employer's Liability Insurance in accordance with the statutory limits: Commercial General Liability Insurance (including products and completed operations coverage) in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. Concessionaire will also be required to carry Automobile Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000). All liability policies shall name the PDA an additional insured.
18. Waiver of Subrogation. With the exception of workers' compensation coverage, a statement waiver of subrogation is included with respect to applicable coverage.

19. Primary Insurance. A provision that any liability coverage required to be carried shall be primary and noncontributory with respect to any insurance carried by the PDA.

Exhibit C

PDA Trade Fixtures & Great Circle Trade Fixtures

- a) Horizontal Bottle Cooler (Great Circle Catering)
- b) Shallow Depth Worktop Refrigerator (Great Circle Catering)
- c) Modular Cube Ice Maker (Great Circle Catering)
- d) Ice Bin (Great Circle Catering)
- e) Water Filtration System for ice maker (Great Circle Catering)
- f) Refrigerated Merchandiser (Great Circle Catering)
- g) Refrigerated Display/Deli case (Great Circle Catering)
- h) Hand Sink (Great Circle Catering)
- i) Heat 'n Serve Rethermalizer (Great Circle Catering)
- j) Merchandising & Display rack/cart (Great Circle Catering)
- k) Panini Press Oven (Great Circle Catering)
- l) Rapid Cook Oven (Great Circle Catering)
- m) Conveyor Toaster (Great Circle Catering)
- n) Three Bay Corner Sink & Accessories (Great Circle Catering)
- o) Cocktail Workstation (Great Circle Catering)
- p) Cash Register (Great Circle Catering)
- q) Coffee Espresso Brewer (Great Circle Catering)
- r) Drop In Sink (Great Circle Catering)
- s) Holding & Display Cabinet (Great Circle Catering)
- t) Refrigerated Sandwich Prep Station (Great Circle Catering)
- u) Reach In Freezer (Great Circle Catering)
- v) Counters (Pease Development Authority)
- w) Security Grill (Pease Development Authority)
- x) Ceramic tile floor (Pease Development Authority)
- y) Furniture (stools, chairs, tables) (Pease Development Authority)
- z) TV's and Cable TV boxes (Pease Development Authority)

MOTION

Director Fournier:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to finalize and execute a Right of Entry ("ROE") for 47 Durham Street with Jalbert Leasing, Inc. d/b/a C & J Bus Lines ("C & J") of Portsmouth, NH, for the purpose of valet parking of C & J customer vehicles, effective from December 1, 2021 through June 30, 2022, with one six-month extension option subject to the approval of the Executive Director; substantially in accordance with the draft Right of Entry dated November 8, 2021, attached hereto.

November 8, 2021

Mr. James Jalbert
Jalbert Leasing, Inc. d/b/a C & J Bus Lines
185 Grafton Drive
Portsmouth, NH 03801

**Re: Right of Entry for Use of Parking Area located at 47 Durham Street,
Portsmouth, NH**

Dear Mr. Jalbert:

This letter will authorize C & J Bus Lines ("C & J") to use and to enter upon and utilize a parking lot situated on 47 Durham Street, Portsmouth, New Hampshire as shown on the attached **Exhibit A** (the "Premises") for the period commencing December 1, 2021 through midnight June 30, 2022 for the purposes of parking C & J customer vehicles on a valet basis only. C & J is also granted a six (6) month option to extend the ROE through December 30, 2022 subject to the approval of the Executive Director of Pease Development Authority ("PDA"). The privileges granted under this Right of Entry will expire at midnight on June 30, 2022, unless extended by C & J's exercise of the option.

This authorization is conditioned upon the following:

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

2. C & J 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 PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

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

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

4. C & J's agreement that all vehicles parked at the Premises will be driven to and from the Premises by a valet service provided by C & J at its sole expense and that its patrons will not be allowed to self-park vehicles on the Premises. *C & J's further agreement to use its best efforts to ensure that vehicles are not left on the Premises in excess of the term limits of this Right of Entry and to assume full responsibility for the removal of vehicle(s) left on the Premises, time being of the essence.*

5. C & J agrees the vehicles may be parked in the areas depicted in Exhibit A. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for PDA operations.

6. C & J shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry. C & J or any contractor of C & J shall also obtain certification by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator. Certification includes the successful completion of the Green SnoPro training program. All personnel employed in snow removal operations shall be familiar with salt reduction measures.

7. C & J shall coordinate the initial snow removal with the Pease Maintenance Department. All snow removal, sanding, and salting shall be at C & J's own cost and expense.

8. 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 C & J's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

9. C & J's agreement that C & J's maintenance and management of the Premises shall be done at C & J's own costs and expense.

10. Prior to termination of the Right of Entry, C & J agrees to restore the Premises to the same or better conditions than the Premises were in before C & J's use.

12. C & J'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.

13. C & J's agreement to pay a per month fee for the premises, in advance, per month for the period of use under this Right of Entry and pro-rated for partial periods broken down as follows:

47 Durham Street	0.94 acres	\$41.82 per day
-------------------------	-------------------	------------------------

C & J agrees to vacate the premises after receiving a 60 day notice by the PDA.

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

In the event the ROE Premises, or any portion thereof, are removed from the Airport District, C & J shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

15. C & J's agreement that it may not pave any portion of the parking lots which it has been granted the use of pursuant to this ROE.

Please indicate by your signature below C & J's consent to the terms and conditions of this Right of Entry and return the same to me with evidence of insurance and payment of fee as required.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this ____ day of _____, 2021

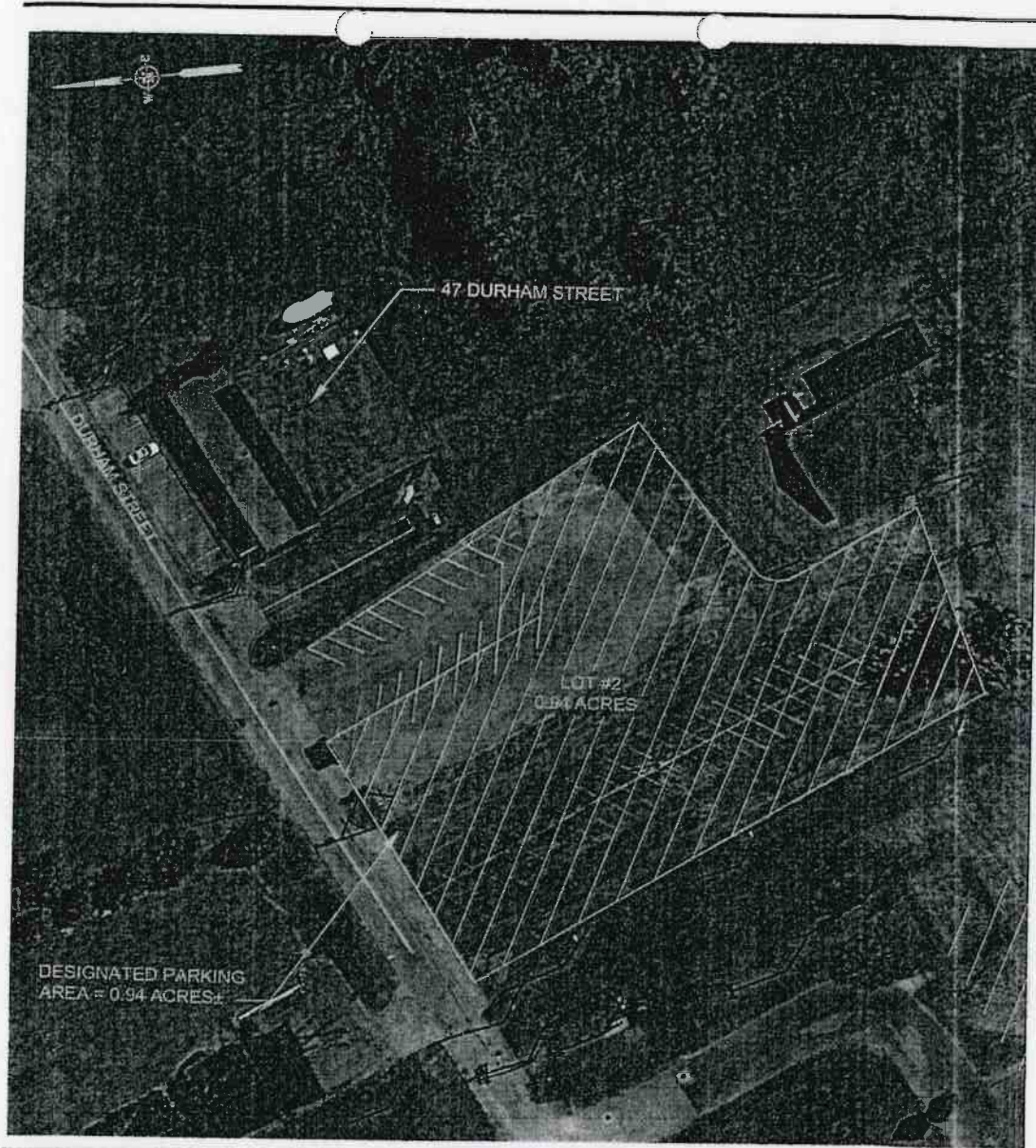
Jalbert Leasing, Inc.
d/b/a C & J Bus Lines

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

cc: Rosann Maurice-Lentz, City Assessor

EXHIBIT A

PREMISES



Satellite Parking for C&J

DESIGNED BY: MRM DATE: 10/10/18 SCALE: 1"=60'±

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Aerial photograph from 10/10/18

MEMORANDUM

TO: Pease Development Authority Board of Directors *feb*
FROM: Paul E. Brean, Executive Director
RE: Lease Reports
DATE: November 9, 2021

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-Sublease Agreements" PDA approved the following lease option with:

- A. Tenant: David Wendell Associates, Inc.
Space: 8,716 square feet at One New Hampshire Avenue (Suite #300)
Use: General office use
Term: Ten (10) Years Commencing July 1, 2022

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

MEMORANDUM

To: Pease Development Authority Board of Directors *fab*
From: Paul E. Brean, Executive Director
Date: November 9, 2021
Re: Sublease between One New Hampshire Avenue, LLC and David Wendell Associates, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease between One New Hampshire Avenue, LLC ("ONH") and **David Wendell Associates, Inc.** ("TCC") consisting of approximately **8,716 square feet at 1 New Hampshire Avenue**. The DWA Sublease is for a period of ten (10) years commencing July 1, 2022 and expiring on the last day of the eighty seventh (87th) lease month. **DWA** will use the subleased premises for office and related use.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that:

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

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

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

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

P:\TWOINTL\New Hampshire\Board\David Wendell Associates.doc

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to ONE NEW HAMPSHIRE AVENUE, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 1 New Hampshire Avenue at Pease International Tradeport on June 22, 2001 (the "Lease").

B. Section 19.3 of the Lease states that Lessor shall not unreasonably withhold its consent to sublease if:

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

C. Lessee has requested authorization to sublease approximately **8,716 square feet** (Suite #300) within the Leased Premises at One New Hampshire Avenue to **David Wendell Associates, Inc. ("DWA")**, a New Hampshire limited liability company/corporation.


D. The proposed sublease to DWA is for general office use and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with TCC for approximately **8,716 square feet** within the Leased Premises.
2. Upon execution of the sublease with **DWA**, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for **DWA**.
3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).
4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 1 day of November, 2021 by the Pease Development Authority.


PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

ONE NEW HAMPSHIRE AVENUE, LLC

10-26-21
Date

By: 
Its: Co-Member

x

EXHIBIT A

SUBLEASE

ONE NEW HAMPSHIRE AVENUE, SUITE 4000
 PORTSMOUTH, NEW HAMPSHIRE 03801
 DAVID AS OF SEPTEMBER 1, 2011

AND

DAVID FRENKEL ASSOCIATES, INC.
 100 STATE STREET
 PORTSMOUTH, NEW HAMPSHIRE 03801

THIS SUBLEASE AGREEMENT IS MADE THIS 1st day of September, 2011, between

DAVID AS OF SEPTEMBER 1, 2011

AND

DAVID FRENKEL ASSOCIATES, INC.

WHEREAS, the above-named parties have agreed to the terms and conditions set forth herein;

IT IS HEREBY AGREED that the above-named parties have entered into this Sublease Agreement for the purpose of leasing the premises described herein to the above-named party for the term and conditions set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

X

SUBLEASE

BETWEEN

ONE NEW HAMPSHIRE AVENUE, L.L.C.

AS
"SUBLESSOR"

AND

DAVID WENDELL ASSOCIATES, INC.

AS
"SUBLESSEE"

ONE NEW HAMPSHIRE AVENUE

SUITE #300

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ~~SEPTEMBER~~ ^{October} 7, 2021

MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors hereby approves the terms of the Letter of Intent from Paul E. Brean, Executive Director, to Executive AirDock, LLC, dated October 29, 2021, regarding hangar development at the premises located at 5, 7, 19 and 21 Hampton Street (the “Premises”), and authorizes the Executive Director to complete negotiations with Executive AirDock, LLC and to execute a Lease for the Premises on terms and conditions substantially similar to those set forth in said Letter of Intent.

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MEMORANDUM

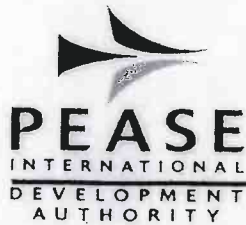
To: Pease Development Authority Board of Directors
From: Paul Brean, Executive Director *PAB*
Date: November 9, 2021
Re: Executive AirDock, LLC

At the October, 2021 meeting of the Pease Development Authority Board of Directors, the Board granted conceptual site plan approval to Executive AirDock, LLC¹, a New Hampshire limited liability company, regarding the construction of four corporate aviation hangars on Hampton Street. These hangars would total approximately 58,000 square feet in size and be situated on a 4.7 +/- acre parcel. This type of development provides hangar space for aircraft registered in the state of New Hampshire and is critical to the continued growth of Portsmouth International Airport at Pease.

Since the October meeting, Executive AirDock has commenced the land review process, with the first Technical Review Committee meeting regarding the development being held on November 8, 2021, and a second meeting planned for later this month. It is anticipated that final site development plans will come back to the Board later this year or in early 2022. Concurrently, Executive AirDock and the PDA have undertaken a discussion regarding the parameters of a 49-year lease of the parcel for the development of the hangars should the development obtain necessary approval. Consistent therewith, the parties have agreed on a non-binding draft letter of intent ("LOI") outlining a potential lease agreement. A copy of the draft LOI is attached to this memorandum. The LOI sets forth terms that are generally consistent with other PDA leases of land in the Airport Industrial zone. Regarding rent, the lease would be triple-net to the PDA, set for the first five years at \$.35/square foot, with annual adjustments after year five. A nine month rent abatement would be provided at the start of the lease term during construction of the hangar facilities and site improvements.

At the Board's November 18, 2021, meeting, I ask that it grant approval of the LOI and authorize the PDA to negotiate and finalize a lease agreement with Executive AirDock consistent therewith.

¹ At the October meeting the project was being undertaken by ClearAir, LLC. Since that time the responsible entity has changed to Executive AirDock, LLC, an entity with the same principal member.



October 29, 2021

Tom Moulton
Executive AirDock, LLC
5 Merrill Industrial Drive
Hampton, NH 03824

Re: Letter of Intent – Corporate Hangar Development

Dear Mr. Moulton:

The Pease Development Authority (“PDA”) is pleased to submit to EXECUTIVE AIRDOCK, LLC (“EXECUTIVE AIRDOCK”), the following outline of terms and conditions of a proposed agreement with the PDA for aviation development at Portsmouth International Airport at Pease, located within the Pease International Tradeport (“Airport”).

If approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Letter of Intent (“LOI”) between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith one or more agreements, including an appropriate Lease Agreement (collectively, the “Agreement” and/or “Lease”), based upon these terms and such other mutually acceptable terms and conditions as the parties may deem necessary and appropriate.

Without limitation of any other provision of this LOI, the general understanding of the parties is that EXECUTIVE AIRDOCK would construct four (4) corporate aviation hangars on the Leased Premises (defined below). As a term of the Agreement, PDA would grant EXECUTIVE AIRDOCK reasonable access to the common use apron areas adjoining the Leased Premises for purposes related to the operation of the hangars.



Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

The central business terms of our understanding include the following:

- Landlord:** Pease Development Authority (see NH RSA 12-G)
- Tenant:** EXECUTIVE AIRDOCK, LLC, a New Hampshire limited liability company.
- Leased Premises:** The land area generally described as 5, 7, 19, and 21 Hampton Street in Attachment A hereto consisting of approximately 4.7 +/- acres (collectively the "Leased Premises" or "Premises"). Final lot area, dimensions and access areas to be determined through survey work and/or subdivision and site plan review process.

Without limitation of the foregoing, the understanding of the parties is that EXECUTIVE AIRDOCK would construct and operate four (4) corporate hangars on the Leased Premises. Additionally, as a term of the Agreement, PDA would grant EXECUTIVE AIRDOCK reasonable access to all common use Apron areas (shown as apron areas on Attachment A) adjoining the Leased Premises.

**Lease Term
and Term**

Commencement: The Agreement shall be effective upon execution ("Effective Date"). The lease term shall be for a base term of forty-nine (49) years, commencing on the Effective Date (the "Term").

**Annual Ground
Rent and**

Additional Rent: The annual ground rent ("Ground Rent") per acre for the Leased Premises during the Term of the Agreement will be as follows:

- | | |
|--------------|--|
| Years 1 - 5 | an annual amount equal to \$.35 per square foot of land area. |
| Years 6 - 25 | an annual payment equal to the per square foot rate from the year before, plus an annual adjustment equal to the lesser of CPI or 3%, not to exceed 12% in any five (5) year period. |
| Year 26 | the greater of the Fair Rental Value Rate or the rate in effect for the preceding year (the Reset Rate). |
| Years 27-49 | an annual payment equal to the per square foot rate from the year before, plus an annual |

adjustment equal to the lesser of CPI or 3%,
not to exceed 12% in any five (5) year period.

The Ground Rent will be based upon the total area of the Leased Premises (including any contiguous Ramp), as described in Attachment A, is subject to adjustment upon final determination of the exact acreage of the Leased Premises through survey work and/or subdivision and site plan review process.

Airport Use Fees: With respect to any additional use of the Leased Premises requested by EXECUTIVE AIRDOCK, and specifically with reference to the conduct of future commercial and non-commercial general aviation activities at the Airport, such use shall be subject to the execution of an appropriate agreement which shall include a provision for the payment of established fees and charges that may be generally applicable at the Airport.

Condition of Leased Premises: Except as otherwise provided herein, EXECUTIVE AIRDOCK shall take the Leased Premises in an "as is" condition without warranty or representation of any kind; provided, however, EXECUTIVE AIRDOCK shall have no liability or responsibility to PDA for environmental impacts and damage caused by the use of the United States of America - Department of the Air Force ("Air Force" or "Government") of Hazardous Substances on any portion of Pease, including the Leased Premises. EXECUTIVE AIRDOCK and PDA acknowledge the obligation of the Air Force to indemnify PDA and EXECUTIVE AIRDOCK to the extent required by the provisions of Public Law No. 101-511 Section 8056.

Taxes/Fees/Services: In accordance with the provisions of the Municipal Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1, 1998, EXECUTIVE AIRDOCK shall pay to PDA a municipal services fee to include the cost of providing police, fire and public works services.

Utilities: PDA will bring utility lines at reasonable capacities to the points existing as of the Term Commencement Date, or such other points as may be designated by PDA. EXECUTIVE AIRDOCK will be responsible for connecting to such points, wherever they may be, as necessary for its use of the Leased Premises, and for installing and paying for all utilities, including electric, gas, telephone, cable, water and sewer from such points to the Leased Premises. In addition, depending on the requirements of site review and State and Federal permits, EXECUTIVE AIRDOCK shall be responsible for installing any necessary or required connections of the Leased Premises to the PDA's stormwater discharge system at the points existing within the Airport as of the Term Commencement Date, or such

other points as may be designated by the PDA, wherever they may be. PDA shall provide EXECUTIVE AIRDOCK reasonable access to the Airport prior to entering into the Agreement so that EXECUTIVE AIRDOCK may ascertain appropriate utility and stormwater connection points.

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

Right to Use Apron Area: EXECUTIVE AIRDOCK shall have the right in connection with its Lease to use certain common use apron areas for aircraft maneuvering, which space shall not be part of the Leased Premises, and such apron areas shall meet all requirements of the Minimum Standards.

Right to Use Airport: Subject to the provisions and additional restrictions as may be set forth in the Lease for the Premises, EXECUTIVE AIRDOCK shall have in common with other authorized Airport users the right to use the entrances, exits and roadways designated by PDA for common use at the Airport. EXECUTIVE AIRDOCK shall also have in common with other airfield users the right to use the runway, taxiways and available common apron areas of the Airport.

Surrender of Leased Premises at Termination: PDA to assume ownership of the facility and related improvements on the Leased Premises at termination of the Lease.

Pease International Airport Access Requirements: The portion of the Airport within the perimeter fence is part of the Airport Security Identification Display Area ("SIDA"). Designated representatives of EXECUTIVE AIRDOCK and its contractors will be required to obtain security badges and qualify as escorts in order for representatives, employees and agents of EXECUTIVE AIRDOCK and its contractors to gain access to and remain within the SIDA. While in the SIDA, escort procedures per the requirements of the Airport Security Program must be met. Prior to accessing the SIDA, all persons providing SIDA escort must undergo a criminal history background check, verification of their employment 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 EXECUTIVE AIRDOCK or its contractors will be allowed in the SIDA

without escorts meeting the requirements of the Portsmouth International Airport at Pease Security Program.

EXECUTIVE AIRDOCK acknowledges that it will be responsible for the payment of all fines imposed by the FAA and/or TSA arising or incurred as a result of the improper use of or access by EXECUTIVE AIRDOCK's officers, employees, agents, customers, vendors, guests, or invitees to Portsmouth International Airport at Pease and its SIDA.

Site Plan and

Design Permitting: EXECUTIVE AIRDOCK would undertake and continue with due diligence and at its sole expense subdivision, site planning, design, permitting, and construction on the Premises of not less than 58,000 +/- square feet of new hangar and associated building space, including offices and other related building areas in support of the permitted uses, which shall meet or exceed all minimum standards set by PDA, with related paving, utilities, landscaping, drainage and associated site improvements, (the "Facility").

**Anticipated
Timeline:**

EXECUTIVE AIRDOCK acknowledges that PDA's willingness to enter into a Lease is contingent upon EXECUTIVE AIRDOCK establishing a time line for the construction of the Facility that is acceptable to PDA and consistent with the terms and conditions set forth above.

1. EXECUTIVE AIRDOCK shall be solely responsible for the development of plans and specifications for any proposed improvements at the Premises and for making any required submission and obtaining any necessary approval, including subdivision approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist EXECUTIVE AIRDOCK in such process.

2. The following is a partial list of issues and costs identified and required to be addressed by EXECUTIVE AIRDOCK and PDA during the negotiation of the Agreement in connection with EXECUTIVE AIRDOCK proposed development of the Leased Premises:

- Conformance with ALP;
- PDA Reservations of Access to Apron/Taxiways;
- Maintenance of Access to Abutting Hangars;
- Adequacy of Vehicle Parking;
- Siting for Noise Mitigation;

- Siting for Air Traffic Control Tower Line of Sight;
- Subdivision and Site Plan Approval;
- Other applicable local, state and federal permits including but not limited to Alteration of Terrain, Construction General Permit, FAA notice of Construction & OE/AAA and building permit;
- Installation of utilities, as required;
- Relocation of existing utilities, as required, including the electric and communications services to 23 Hampton Street;
- Area of Special Notice Approval;
- Construction Access;
- Relocation of airfield fence;
- TSA approval, as the same may be required;
- Protection of monitoring wells;
- Coordination of Air Force PFAS Remediation;
- Protection of stormwater, surface water, and ground water quality, including provision of spill containment measures;
- Impacts to wetlands and wetlands buffer (none anticipated);
- Soils management;
- Site dewatering and groundwater management;
- Certification by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator, including the successful completion of the Green SnoPro training program.
- Airport security and access control; and
- Changes to Airport Layout Plan.

Use: EXECUTIVE AIRDOCK will develop four (4) corporate hangars on the Leased Premises to service General Aviation operations meeting PDA minimum Standards for Non-commercial Operators (not including any aircraft heavy maintenance or repair work which is expressly prohibited), as may be applicable for the intended use as described herein.

Sublease and Assignment: EXECUTIVE AIRDOCK may, without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Leased Premises, or any part thereof, with an affiliate (i.e., any corporation that

controls, is controlled by or is under common control with EXECUTIVE AIRDOCK). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation; provided the minimum net worth of the controlling or affiliated entity is not less than \$500,000.00. All other assignments or subleases shall be subject to approval of the PDA.

Environmental Protection:

EXECUTIVE AIRDOCK acknowledges that Pease has been identified as a National Priority List (NPL) Site under the **Comprehensive** Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. EXECUTIVE AIRDOCK acknowledges that PDA has provided it with a copy of the Pease Federal Facility Agreement ("FFA") entered into by EPA, and the Air Force on April 24, 1991, as amended, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of the Agreement, the terms of the FFA will take precedence.

EXECUTIVE AIRDOCK shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to EXECUTIVE AIRDOCK's activities at the Premises. EXECUTIVE AIRDOCK shall not assume any liability or responsibility for environmental impacts and damage caused by the Air Force's use of Hazardous Substances on any portion of Pease, including the Premises. The parties acknowledge the obligations of the Air Force to indemnify PDA and EXECUTIVE AIRDOCK to the extent required by the provisions of Public Law No. 101-511, Section 8056.

To the extent the same is available and applicable, PDA will furnish the following data to EXECUTIVE AIRDOCK: relevant maps, diagrams, surveys, drawings, engineering studies and plans related to the Premises, including but not limited to: the Environmental Baseline Survey; approved airport layout plan; existing property drawings and plans; Health and Safety Plans; Construction Work Plans and planning and engineering studies conducted for the PDA or for others, including available studies conducted for the Air Force, and pertaining to Pease and or the Premises. PDA makes no warranty or representation, actual or implied, as to the accuracy of any material to be furnished to the EXECUTIVE AIRDOCK.

Brokerage:

Each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this letter or the Agreement.

**Repairs and
Maintenance:**

Throughout the term of the Agreement, and without cost to PDA, EXECUTIVE AIRDOCK shall take commercially reasonable care of the Leased Premises and related improvements, including sidewalks, curbs, parking apron areas designated for EXECUTIVE AIRDOCK's exclusive use (as well as designated access ways to abutting hangars), and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. EXECUTIVE AIRDOCK's obligation hereunder shall also include grounds maintenance and restoration and snow removal from the Leased Premises, including any apron areas designated for EXECUTIVE AIRDOCK's exclusive use.

Restrictions on

Aircraft Operations: EXECUTIVE AIRDOCK is aware of PDA's efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. EXECUTIVE AIRDOCK has agreed to use commercially reasonable efforts to comply with all such future rules and regulations, and will agree and obtain the agreement of its successors in interest, in accordance with the provisions of 14 CFR Part 161, to voluntary operating restrictions which are reasonably consistent with the aircraft operation restriction.

**Airport Minimum
Standards:**

EXECUTIVE AIRDOCK's use of the Leased Premises shall be subject to its compliance with Minimum Standards (**Attachment B**) as applicable and as the same are from time to time promulgated by PDA.

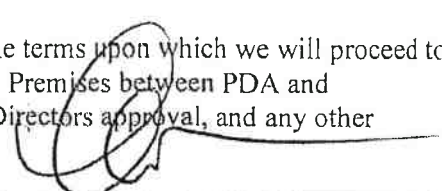
The execution of this LOI does not constitute a reservation of the Premises, an option to lease the Premises, or an offer to lease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the Parties.

Sincerely,



Paul E. Brean
Executive Director

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



Tom Moulton, Member
Executive AirDock, LLC
Duly Authorized

EXHIBIT A

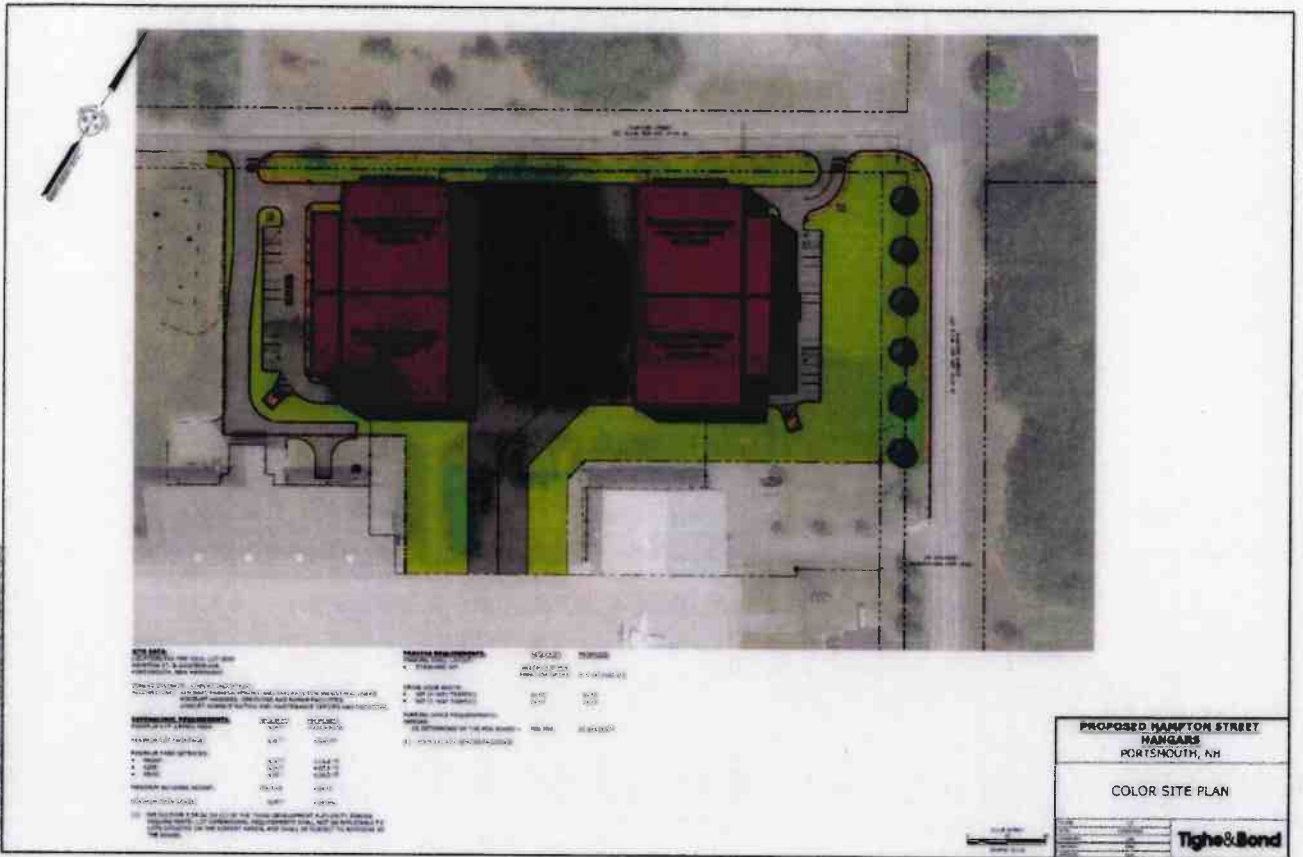


Exhibit Depicting Area for Proposed Hangar Development

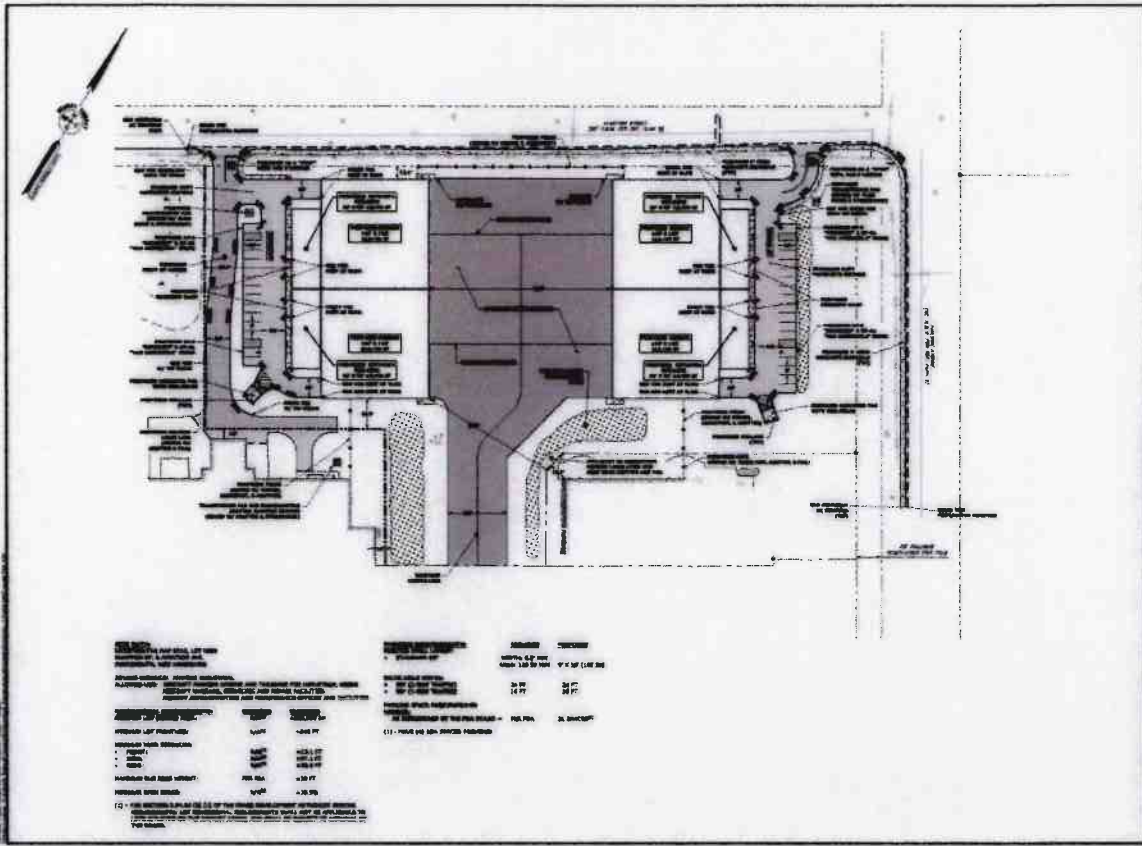
DESIGNED BY: MPM DATE: 10/12/1 SCALE: 1"=300'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



DRAFT



Proposed Hampton Street Hangars

Clear Air, LLC

Portsmouth, New Hampshire

SITE PLAN

SCALE: AS SHOWN

C-102

EXHIBIT B

**MINIMUM STANDARDS
FOR COMMERCIAL AND NONCOMMERCIAL
GENERAL AVIATION OPERATORS**

**PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE
PEASE INTERNATIONAL TRADEPORT
PORTSMOUTH, NEW HAMPSHIRE**

Dated: November 13, 1997

Revised: August 17, 2006

Revised: August 16, 2007

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3	<u>Minimum Standards and Requirements for Limited-Service Specialty Operators</u> <ul style="list-style-type: none">3.01 Limitations on Limited-Service Specialty Operators3.02 Limited-Service Specialty Operator Permitted Services3.03 Minimum Standards for Permitted Services3.04 Minimum Land and Improvement Requirements3.05 Minimum Insurance Requirements3.06 Multiple Permitted Services3.07 Sub-operators3.08 Rates and Charges for Services3.09 State Registration
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5	<u>Noncommercial Operators</u> <ul style="list-style-type: none">5.01 Permitted Activities5.02 Prohibited Activities5.03 Flying Clubs
6	<u>Aircraft Fractional Ownership Management Companies</u> <ul style="list-style-type: none">6.01 Definitions6.02 Aircraft Fractional Ownership Management Company Authorized Services6.03 Minimum Standards for Aircraft Fractional Ownership Management Company Authorized Services6.04 Minimum Land and Facility Requirements

- 6.05 Minimum Management and Staffing Requirements
- 6.06 Insurance
- 6.07 State Registration
- 6.08 Aircraft Hangar Space Subletting Services

INDEX TO PART 101

The following table lists the sections of the Code of Regulations that apply to the various provisions of the Code of Regulations. The table is organized by part and section number. The table is organized by part and section number. The table is organized by part and section number.

6.05 Minimum Management and Staffing Requirements

6.06 Insurance

6.07 State Registration

6.08 Aircraft Hangar Space Subletting Services

INDEX TO PART 101

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6.05 Minimum Management and Staffing Requirements

6.06 Insurance

6.07 State Registration

6.08 Aircraft Hangar Space Subletting Services

ARTICLE I

INTRODUCTION

1.01 STATEMENT OF PURPOSE

These Minimum Standards define minimum standards for the conduct of commercial and noncommercial general aviation activities at Portsmouth International Tradeport at Pease (the "Airport"). This document states the privileges and restrictions associated with each category of activity and sets forth the minimum standards for facilities, land area, improvements, services required, equipment, personnel, operating requirements and hours of operation.

The general aviation development goals of the Pease Development Authority (the "PDA" or the "Authority") are to:

- a. Ensure that general aviation activities at the Airport are conducted in a safe, fair, and equitable manner, in accordance with PDA, state, and federal standards.
- b. Promote first-class general aviation services and facilities.
- c. Assist private developers in promoting business interests at the Airport.

The operating standards outlined in this document are the minimum requirements that must be met by Commercial Operators as a condition of their right to conduct stated commercial activities on the Airport and by Noncommercial Operators as a condition of their right to lease premises on the Airport.

1.02 DEFINITIONS

As used in these Minimum Standards, the following terms will have the following meanings:

- a. "Aircraft" means any aeronautical device including, but not limited to, powered aircraft, gliders, ultra lights, kites, helicopters, gyroscopes, gyrocopters, ground effect machines, and balloons.
- b. "Airport" means the entirety of Airport.
- c. "Apron" means a paved area suitable for aircraft parking.
- d. "Building" means the main portion of each structure; all projections or extensions therefrom; any additions or changes thereto; and all garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs, and landscaping shall not be included.

- e. "Commercial Operator" means an Entity engaging in an activity that involves, or makes possible, the offering for sale of a general aviation service for the purpose of obtaining earnings, income, compensation, or profit, whether or not such objective is accomplished. All commercial operators must be duly registered with the New Hampshire Department of Transportation, Division of Aeronautics.
- f. "Entity" means any person, proprietorship, association, firm, joint venture, partnership, limited liability corporation, corporation, other business organization, or any combination of the above.
- g. "Equipment" means all machinery, together with the necessary supplies, tools, and apparatus necessary to the proper conduct of the activity being performed.
- h. "Exclusive Right" means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. The granting of an Exclusive Right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly prohibited.
- i. "FAA" as used in this document shall mean the Federal Aviation Administration.
- j. "Full-Service Fixed Base Operator" means a general aviation Commercial Operator that is required to offer for sale to the public a range of basic and essential general aviation services and products as specified in Article 2. Additionally, a Full-Service Fixed Base Operator may be permitted to provide for sale other specialized general aviation services as specified in Article 3.
- k. "General Aviation" means that portion of civil aviation, which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from the Federal Aviation Administration and large aircraft commercial operators.
- l. "Improvements" means all buildings, structures, and facilities including paving, ground cover, fences, signs, and landscaping constructed, installed, or placed on, under, or above any leased area by or with the concurrence of a Lessee and the Airport. Plans and specifications for all Improvements must be approved by the PDA and must meet development standards established by the PDA.
- m. "Lease" means a contractual agreement between the PDA and an Entity in which the PDA leases or subleases real property and grants rights and privileges on the Airport to the Entity for the purpose of conducting stated general aviation activities, which agreement is defined in writing and enforceable under law.
- n. "Leased Premises" means the entirety of the ground area leased to an entity including all buildings, improvements, and fixed and removable structures identified as the premises in the lease.

- o. "Lessee" means an entity having a valid lease with the PDA.
- p. "Limited-Service Specialty Operator" means a commercial operator that is permitted to offer for sale one or more of the permitted services listed in Article 3, but is not a Full-Service Fixed Base Operator.
- q. "Line Service" means routine day-to-day servicing necessary for the safe operation of an Aircraft and may include recharging batteries, oxygen, braking, and lubrication systems; cleaning Aircraft windows, etc.
- r. "Noncommercial Operator" means an entity or governmental agency, which maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such noncommercial operators are specifically prohibited from offering general aviation products or services for sale to others.
- s. "Sublease" means a sublease on the Airport granted to an entity by a lessee and approved by the Airport for the use of all or part of the property leased by the Airport to the lessee.
- t. "Sub-Operator" means an entity engaged in any of the general aviation services that a Limited-Service Specialty Operator may provide, which services are provided under a sublease with a Full-Service Fixed Base Operator having a valid Lease with the Airport.
- u. "Tie down" means the paved area on the airport suitable for the parking of aircraft wherein suitable aircraft tie down points have been installed.

1.03 APPLICATION PROCEDURE

Any entity wishing to establish a commercial or noncommercial general aviation activity on the airport shall be furnished a copy of these minimum standards and shall be required to make an application in writing to the PDA Executive Director detailing the following:

- a. The name and address of the applicant.
- b. The proposed land use and/or services to be offered.
- c. The requested or proposed date for commencement of the activity and the term.
- d. The facilities and/or amount of land to be leased.
- e. The cost of building facilities and the method of financing, if applicable.
- f. The financial responsibility and ability of the entity to carry out the activity.

- g. The **names** and qualification of **key personnel** to be involved.
- h. The specific **types** and **amounts** of insurance to be maintained.
- i. The **number** of aircraft to be provided, if applicable.
- j. The tools, **equipment**, services and inventory.
- k. The number of persons to be employed.
- l. **The** hours of operation.

Upon receipt of the application, it **shall** be referred to the Pease Development Authority Airport Committee with the recommendations of the Executive Director and considered at the next scheduled meeting of the Authority.

ARTICLE 2

MINIMUM STANDARDS AND REQUIREMENTS FOR FULL-SERVICE FIXED BASE OPERATORS

2.01 FULL-SERVICE FIXED BASE OPERATOR REQUIRED SERVICES

A Full-Service Fixed Base Operator shall provide the following aeronautical services:

- a. Aircraft fuel and oil sales
- b. Aircraft deicing
- c. Ground handling (aircraft guidance, parking, and tie down)
- d. Customer services
- e. Line service
- f. Hangar Space
- g. Aircraft recover
- h. Collection of fees
- i. Snow removal

2.02 MINIMUM STANDARDS FOR REQUIRED SERVICES

- a. Aircraft Fuel and Oil Sales
 1. Storage and into-plane dispensing of Jet A and 100LL fuel together with a selection of lubricants of sufficient ratings, grades, quality, and quantity to meet the needs of general aviation aircraft using the airport.
 2. A minimum of two metered, filter-equipped fueling trucks for dispensing jet fuel, of which at least one has a capacity of not less than 5,000 gallons, which meet all applicable safety requirements.
 3. A minimum of two metered, filter-equipped fueling trucks for dispensing 100LL gasoline, of which at least one has a minimum capacity of 500 gallons, which meet all applicable safety requirements.

4. Maintain fuel dispensing reports on file for a minimum of 12 months, and have such reports available for auditing at any time by the Authority.

b. Aircraft Deicing.

1. A minimum of one deicing vehicle capable of applying heated propylene glycol to general aviation aircraft using the Airport.

2. Complete forms provided by the PDA documenting the type and amount of deicing fluid used and the location of the deicing event. Submit completed forms to the PDA Engineering Department within one hour of completion of the deicing event.

c. Ground Handling (Aircraft Guidance, Parking, and Tie Down)

1. Aircraft arrival and departure guidance on the apron to include a properly marked and lighted follow me vehicle capable of two way radio communications with the Air Traffic Control Tower on ramp net frequency.

2. Tie down facilities and equipment, including ropes, chains, or other types of restraining devices and wheel chocks for transient aircraft.

3. Equipment capable of towing aircraft into and out of the hangar(s).

d. Customer Services

1. Passenger facilities for checking in general aviation passengers and baggage, together with a comfortably appointed lounge area with public telephone, light refreshments, current periodicals, and TV service.

2. Conveniently located, heated, and air conditioned lounge area for crews.

3. Restroom facilities for passengers and crews.

4. Courtesy transportation for passengers and crews to general aviation facilities, the air carrier terminal, and downtown locations.

5. A fully equipped flight planning facility with direct communication to the FAA Flight Service Station, local air traffic control, and National Weather Service briefers; adequate supplies of VFR and IFR navigational charts; and other necessary flight planning equipment.

6. An aviation sales counter offering for sale a reasonable variety of pilot supplies, navigation and flight planning equipment, survival equipment, and aircraft and equipment manuals.

e. Line Service

1. Proper equipment for: inflating aircraft tires, cleaning aircraft windows and interiors, servicing aircraft lavatories, and disposal of aircraft waste (domestic and international). A full-service FBO may provide qualified personnel and equipment to repair aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, and recharge aircraft batteries.

2. Adequate ground support equipment for normal turnaround of aircraft, including energizers and starters, ground power units, and fire extinguishers.

3. Adequate towing equipment to move aircraft up to 75,000 pounds gross weight safely and efficiently.

f. Hangar Space

A minimum of 12,000 square feet of hangar space to meet public demand for transient, temporary, and long-term aircraft storage.

g. Aircraft Recovery

Equipment, material, and personnel sufficient to remove a disabled aircraft of up to 12,500 pounds gross takeoff weight.

h. Collection of Fees

Personnel to collect landing, parking, and fuel flowage fees from aircraft using the FBO.

i. Snow Removal Services

Adequate owned, leased or contracted equipment to remove snow from the parking apron managed by the FBO.

2.03 MINIMUM LAND AND FACILITY REQUIREMENTS

a. Lease a minimum ground area determined by the PDA.

b. One aircraft hangar with not less than 12,000 square feet of aircraft storage space.

c. An office/terminal facility of not less than 2,000 square feet adequate to accommodate an office, pilot lounge, passenger lounge, telephone, and restroom facilities. This facility may be attached to/part of the aircraft hangar.

d. Management of paved apron area of not less than 150,000 square feet for general aviation parking and tie downs with access to the aircraft hangar. Management responsibilities include installation and maintenance of tie down equipment, sweeping/FOD control, and snow removal.

e. Permanent fuel storage for a minimum of 36,000 gallons of jet fuel and 5,000 gallons of 100LL. The fuel storage tanks shall comply with all applicable federal, state, local, and PDA rules and regulations pertaining to installation, maintenance, operation, fuel handling safety, and environmental protection.

f. Paved off-street parking outside the airport restricted area, but within the leased premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities.

All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development and design standards as may be adopted by the PDA.

2.04 MINIMUM MANAGEMENT AND STAFFING REQUIREMENTS

a. The activities of a Full-Service Fixed Base Operator on the Airport shall be supervised by an on-site manager who shall at all times be responsible for conducting, in a first-class manner, the services required and permitted herein and in the Full-Service Fixed Base Operator's Lease.

b. An adequate number of properly trained, qualified and, where applicable, licensed staff shall be on duty during required minimum hours of operation, or on call during other times, to provide the level of service specified herein.

c. All employees shall wear uniforms and protective clothing and equipment as appropriate or necessary.

2.05 MINIMUM HOURS OF OPERATION

A Full-Service Fixed Base Operator shall be staffed adequately to provide the required services between the hours of 7:00 a.m. and 10:00 p.m. daily. At all other times, the required services must be available on an on call or prior notice basis.

2.06 MIMIMUM INSURANCE REQUIREMENTS

A Full-Service Fixed Base Operator shall be required to carry insurance in conformance with the PDA's risk management requirements.

2.07 MINIMUM SERVICE STANDARDS-PERMITTED SERVICES

A Full-Service Fixed Base Operator may provide any or all of the permitted services listed in Article 3 and shall be subject to the minimum standards and requirements for Limited Service Specialty Operators set forth in Article 3 of these Minimum Standards.

2.08 RATES AND CHARGES FOR SERVICES

Rates and charges shall be determined by the Full Service Fixed Base Operator and shall be reasonable, competitive, and applied fairly to all users of such services. All rates and charges will be filed with the Airport Manager.

2.09 STATE REGISTRATION

All Full-Service Fixed Base Operators must maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.

ARTICLE 3

MINIMUM STANDARDS AND REQUIREMENTS FOR LIMITED-SERVICE SPECIALTY OPERATORS

3.01 LIMITATIONS ON LIMITED-SERVICE SPECIALTY OPERATORS

The PDA may enter into **separate agreements** with a Limited-Service Specialty Operator or a Limited-Service Specialty Operator may enter into a Sublease with a Full-Service Fixed Base Operator. In either case, such services will be permitted **only in areas designated for such uses on the currently approved Airport Master Plan**. Such **specialized limited services shall specifically exclude:**

- a. The sale of aviation fuel.
- b. Aircraft deicing services.

Any Commercial Operator desiring to perform the services listed in subparagraphs a. or b. above must enter into a Lease with the Airport as a Full-Service Fixed Base Operator and fulfill the obligations of such an operation.

3.02 LIMITED-SERVICE SPECIALTY OPERATOR PERMITTED SERVICES

A Limited-Service Specialty Operator may provide one or more of the following permitted services:

- a. **Nonscheduled and Air Charter Services** and, as an adjunct to such services, (i) the sublease of aircraft parking space within the hangar facility owned or leased by said Nonscheduled and Air Charter Service Operator, but only if such sublease is allowed explicitly under the applicable lease with PDA or is otherwise approved by PDA, and (ii) the provision of general management services as described in Section 3.03a3 below for aircraft occupying subleased hangar space in accordance with (i) above.
- b. Aircraft Engine and Airframe Overhaul and Repair
- c. Avionics and Instrument Repair
- d. Flight Instruction and Aircraft Rental

3.03 MINIMUM STANDARDS FOR PERMITTED SERVICES

Except as provided in this subsection, Limited-Service Specialty Operators offering the permitted services listed above shall be subject to the minimum standards individually specified

in the Limited-Service Specialty Operator's agreement with the Airport. The following minimum standards shall apply:

a. Nonscheduled and Air Charter Services

1. A Limited-Service Specialty Operator offering nonscheduled and air charter services shall provide the following services and Equipment at least 8 hours per day, 7 days per week and on call at all other times:

- (1) An Aircraft charter or air taxi operation certificated under FAR Part 135.
- (2) Not less than one single-engine Aircraft available for charter or air taxi purposes. All such Aircraft shall be equipped for flight under IFT conditions and shall meet the requirements of FAR Part 135.
- (3) A sufficient number of qualified FAA commercial/instrument or airline transport rated pilots to provide the services required hereunder.
- (4) Adequate services and Equipment for providing passenger check in, handling luggage and ticketing, and suitable courtesy ground transportation.

2. The aircraft hangar space sub-letting service allowed under Section 3.02a(i) shall require a minimum sublease term of ninety (90) consecutive days or greater and a minimum of 3,000 square feet of available hangar space, exclusive of the space occupied by aircraft owned and/or operated by the sublessor Nonscheduled and Air Charter Service Operator.

3. The general management services allowed under Section 3.02a(ii) may include: general walkaround visual aircraft inspection, maintenance record review and development of maintenance plans, preparation of damage history report, airworthiness directive searches, review/preparation of market studies, charter performance analysis, investment and capital model development and analysis, acting as agent to obtain aeronautical services available from other FBOs at the Airport, pilot services (pilot search, pilot pool development, drug testing administration, payroll services, safety and compliance overview assessment and management, and proficiency testing) and other similar general aircraft management and consulting services. The general management services authorized under Section 3.02a(ii) shall not include aircraft maintenance or aircraft inspections that would require the possession of an Airframe and/or Powerplant certificate issued by the FAA or that would require oversight from a holder of an Airframe and/or Powerplant Certificate, brokerage services in connection with any sale of aircraft and/or any of the services authorized under Article 2 and/or Sections 3.02b through d unless such services are authorized pursuant to a written agreement with PDA and otherwise comply with all applicable requirements of these Minimum Standards.

4. All general management services allowed under Section 3.02(ii) shall be provided pursuant to a written agreement with the aircraft owner/operator and by duly qualified personnel pursuant to valid and current licenses or certificates to the extent required by FARs or other applicable provisions of law.

5. Aircraft Fractional Ownership Companies which have been authorized to conduct business at the Airport under the provisions of Article 6 of these Minimum Standards may offer aircraft hangar space subletting services in accordance with Sections 3.02a(i) and 3.03a2 of Article 3.

b. Aircraft Engine and Airframe Overhaul and Repair

A Limited-Service Specialty Operator offering Aircraft engine and airframe overhaul and repair shall provide the following services and Equipment at least 8 hours per day, 5 days per week, with on call service available on one additional day per week:

1. Sufficient Equipment, supplies, and spare parts as required for certification as an FAA-approved repair station, in accordance with FAR Part 43 and FAR Part 145.
2. Uniformed, efficient, and trained personnel in sufficient numbers to meet demand for the services offered, but never less than one person currently FAA certified as both an airframe and engine mechanic, and (except for FAA certified repair stations) Aircraft inspector, and one other person not necessarily FAA certified.
3. A minimum of 5,500 square feet of maintenance shop area.

c. Avionics and Instrument Repair

A Limited-Service Specialty Operator offering avionics and instrument repair shall provide the following services and equipment at least 8 hours per day, 5 days per week, with on-call service available on one additional day per week:

1. Sufficient Equipment and supplies and have available sufficient parts as required for certification as an FAA-approved repair station.
2. Sufficient uniformed, efficient, and trained personnel to meet the minimum standards set forth herein for this type of specialty operation, but never less than one person appropriate to the work performed.

d. Flight instruction and Aircraft Rental

A Limited-Service Specialty Operator offering flight instruction or aircraft rental shall provide the following services and Equipment at least 8 hours per day, 5 days per week, with on-call service available during the remaining two days per week:

1. A flight training school authorized to provide IFR and multi-engine flight instruction in accordance with FAR Part 61.
2. Availability for use for flight training or Aircraft rental at least two certificated and currently airworthy Aircraft. Such Aircraft can be owned or leased.
3. Make available as many flight and ground instructors as needed to meet demand.

3.04 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS

A Limited-Service Specialty Operator offering any permitted service shall be required to:

- a. Lease a minimum ground area determined by the PDA.
- b. Provide a Building of not less than 1,500 square feet equipped with suitable heating, lighting, air conditioning, accommodations for an office and customer lounge, restrooms, and public telephone.
- c. Manage a paved Aircraft parking apron of sufficient size for the activities contemplated, with paved access to the Airport taxiway system and suitable tie down Equipment for all owned or leased Aircraft.
- d. Provide paved off-street parking outside the airport restricted area, but within the Leased Premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities.

All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development standards as may be adopted by the PDA.

3.05 MINIMUM INSURANCE REQUIREMENTS

A Limited-Service Specialty Operator shall be required to carry insurance in conformance with the PDA's risk management requirements.

3.06 MULTIPLE PERMITTED SERVICES

A Limited-Service Specialty Operator shall be permitted to provide two or more of the permitted services listed in this Article only where it can be demonstrated to the satisfaction of the PDA that the services are in the public interest.

The minimum standards for Limited-Service Specialty operators providing multiple services shall be the same as those established for the individual services outlined herein. Where the individual minimum standards are repetitious, the provisions will not necessarily be cumulative. In such cases, applicable minimum standards will be determined and agreed upon between the Limited-Service Specialty Operator and the PDA in their agreement.

3.07 SUB-OPERATORS

A Sub-Operator shall conduct its business on the Airport in compliance with the same minimum standards and the same terms and conditions as are applicable to the Operator. A copy of all Subleases shall be provided to the Airport Manager.

3.08 RATES AND CHARGES FOR SERVICES

Rates and charges shall be determined by the Limited-Service Specialty Operator and shall be reasonable, competitive and applied fairly to all users of such services. All rates and charges will be filed with the Airport Manager.

3.09 STATE REGISTRATION

All Limited Service Specialty Operators must maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.

ARTICLE 4

AIRCRAFT SALES

4.01 GENERAL

Any Entity wishing to sell new or used Aircraft shall be required either to (1) enter into a Full-Service Fixed Base Operator agreement and meet the requirements of this class of service provider or (2) enter into a subcontractor arrangement with an Entity that has a valid Full-Service Fixed Base Operator agreement with the Airport.

4.02 MINIMUM SERVICE STANDARDS

If Aircraft sales services are offered by an Entity, that Entity shall meet the following requirements and provide the following services at least 8 hours per day, 5 days per week, and shall offer on-call services on at least one additional day per week.

- a. Obtain a sales franchise or dealership agreement with an accredited Aircraft manufacturer, if the sale of new Aircraft is proposed.
- b. Employ as many qualified pilots (current and rated) as needed to demonstrate all the models being offered for sale.
- c. Establish an inventory of all new and used Aircraft for sale and provide a quarterly inventory report to the Airport Manager stating all Aircraft transactions.

ARTICLE 5

NONCOMMERCIAL OPERATORS

5.01 PERMITTED ACTIVITIES

A Noncommercial Operator may undertake the following activities:

- a. The parking on the Leased Premises of any Aircraft owned, leased, or operated by the Noncommercial Operator, and the housing on the Leased Premises of any function necessary to the permitted noncommercial activities.
- b. The maintenance and servicing of its own Aircraft, which shall include overhauling, rebuilding, repairing, inspection, and licensing.
- c. Using public Airport facilities and navigational aids and facilities for purposes of noncommercial landings, takeoffs, and taxiing.
- d. The acquisition, sale, exchange, or disposal of any Aircraft engines, motors, instruments, devices, supplies, and accessories associated with any Aircraft owned, leased, or operated by the Noncommercial Operator, as incidental to its noncommercial activities on the Airport.
- e. The location, construction, erection, maintenance, and removal of Improvements on the Leased Premises (including hangars, shops, and related office space) in accordance with the PDA Land Use Controls and applicable provisions of federal and state law for the purpose of carrying out noncommercial activities.
- f. Aircraft must have a current New Hampshire aircraft registration.

5.02 PROHIBITED ACTIVITIES

- a. The rights and privileges granted to Noncommercial Operators are expressly limited to noncommercial aviation activities, as defined above. These rights and privileges specifically exclude the sale of aviation services, the sale of Equipment or supplies, and repairs of any type whatsoever on aircraft other than those owned or leased by the Noncommercial Operator.
- b. Noncommercial Operators shall not be permitted to acquire, store, or dispense fuel in connection with the operation of Aircraft other than the Aircraft owned, leased, or otherwise operated by the Noncommercial Operator.

5.03 FLYING CLUBS

a. Exempt Flying Clubs

A flying club shall be exempt from the requirements of these Minimum Standards if that flying club meets the following conditions. Violation of such conditions shall be grounds for termination of a flying club's exempt status.

1. The flying club must be a non-profit New Hampshire corporation or partnership.
2. Each member of the flying club must be a bona fide owner of the Aircraft or be a member of the corporation or a partner in the partnership operating the flying club.
3. The flying club may not realize a profit from the operation, maintenance, or replacement of its Aircraft.
4. Flying club Aircraft may not be used by other than bona fide members for rental and by no one for commercial operations.
5. Flight instruction may not be given in flying club Aircraft except when such instruction is given by a Commercial Operator based on the Airport authorized to provide flight instruction or by an instructor who does not receive remuneration in any manner for such service.
6. The flying club shall file with the Airport Manager a copy of its bylaws, articles of incorporation, partnership agreement, or other documents supporting its existence; a complete and current list of the flying club's membership including names of officers and directors; evidence that ownership of flying club Aircraft is vested in the flying club; and the operating rules of the flying club. The books and other records of the flying club shall be available for review at any reasonable time by the Airport Manager or his/her representative.
7. Flying club Aircraft must have a current New Hampshire aircraft registration.

b. Non-Exempt Flying Clubs

Non-exempt flying clubs shall be considered commercial aeronautical activities and shall be subject to these Minimum Standards.

ARTICLE 6

AIRCRAFT FRACTIONAL OWNERSHIP MANAGEMENT COMPANIES

6.01 Definitions

In addition to the Definitions set forth in Section 1.02, the following terms will have the following meanings for purposes of this Article 6 of the Minimum Standards:

a. "Aircraft Fractional Ownership Management Company" shall mean an entity that is conducting aircraft flight operations and providing aeronautical services in accordance with 14 CFR Part 91, Subpart K, and, if applicable, Parts 121 and 135.

b. "Fractional Ownership Aircraft" shall mean (i) an aircraft owned or leased by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company and used in connection with the provision of Program Services by said Company; (ii) an aircraft owned or leased in part by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company and for which an undivided interest of at least the minimum percentage allowed by applicable federal aviation regulations is owned or leased for a multi-year term by a separate entity or entities unrelated to the Aircraft Fractional Ownership Management Company owner or lessee and which aircraft is subject to a Program Services multi-year contract with the Aircraft Fractional Ownership Management Company; and/or (iii) an aircraft previously owned or leased by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company that is now wholly owned or leased to an entity or entities separate from the Aircraft Fractional Ownership Management Company and which aircraft is subject to a Program Services multi-year contract with the Aircraft Fractional Ownership Management Company.

c. "Program Services" shall mean the services required to be provided by an Aircraft Fractional Ownership Management Company to the owner(s) or lessee(s) of a Fractional Ownership Aircraft pursuant to a multi-year contract. "Subpart K" shall mean the regulations set forth in 14 CFR Part 91, Subpart K, as the same may be amended from time to time, applicable to the provision of Program Services at the Airport.

6.02 Aircraft Fractional Ownership Management Company Authorized Services

a. An Aircraft Fractional Ownership Management Company may conduct the following aeronautical services at the Airport, but only to or for the benefit of the Fractional Ownership Aircraft for which the Aircraft Fractional Ownership Management Company owns or leases in whole or in part and/or for which it is obligated or authorized to provide Program Services:

1. Sale and/or leasing of aircraft and interests in aircraft.

2. Aircraft fuel and oil sales and inter-plane dispensing of the same.
3. Aircraft deicing.
4. Ground handling (aircraft guidance, parking, and tie down).
5. Aircraft hangaring.
6. Customer services (checking in passengers and baggage).
7. Aircraft maintenance and servicing (inflate and repair aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, recharge aircraft batteries, repair and overhaul avionics systems, clean windows and interiors, service lavatories and dispose of aircraft waste, and conduct general aircraft turnaround activity).
8. Collection of fees (collection of all aircraft landing, storage and other fees due to PDA).
9. Snow removal at designated apron areas of the premises leased by said Company.

b. An Aircraft Fractional Ownership Management Company may conduct the following aeronautical services at the Airport for non-Fractional Ownership Aircraft or for the benefit of owners of aircraft operating at Pease who do not otherwise contract with said Aircraft Ownership Management Company for the provision of Program Services:

1. Provision of flight crew (pilot, co-pilot, and/or attendant(s)) and flight management services (including flight planning and coordination with FAA Flight Service Station and air traffic control).
2. Aircraft maintenance, servicing, and hangaring but only with respect to aircraft for which said Company is providing the services listed in subsection 6.02(b)(1).
3. Sale of new aircraft pursuant to a manufacturer authorized agreement or used aircraft.
4. Servicing of aircraft sold by said Company in accordance with subsection 6.02(b)(3).

c. An Aircraft Ownership Management Company may contract with a Fixed Base Operator authorized by PDA to **operate** at the Airport to perform any of the services **listed** in subsections 6.02 (a)(2) through (8), (b)(2) or (b)(4) and, with respect to snow removal activity, with a snow removal contractor authorized by PDA.

6.03 Minimum Standards for Aircraft Fractional Ownership Management Company Authorized Services

a. General

The conduct by an Aircraft Fractional Ownership Management Company of any services authorized in Section 6.02 shall be in accordance with Subpart K; any other pertinent requirements of law; and standards or directives of the PDA relating to safety, environmental or Airport operating requirements.

For services provided under Section 6.02(a) the additional requirements set forth in subsections (b) through (l) of this Section 6.03 must be met to the extent not covered by or inconsistent with Subpart K. For services provided under 6.02(b) the additional requirements set forth in subsections (g) and (h) of this Section 6.03 must be met.

b. Fueling

1. Fueling trucks used to dispense fuel must be metered and filter-equipped and meet all applicable safety requirements.

2. Reports reflecting all fuel dispensed into aircraft must be maintained on file at the Airport for a minimum of 12 months and such reports shall be available for audit at any time by the Authority.

c. Aircraft Deicing

1. Application of heated propylene glycol or any other appropriate substance to aircraft for deicing purposes must be accomplished through appropriate equipment and at areas approved by PDA.

2. Complete forms provided by PDA documenting the type and amount of deicing fluid used and location of each deicing event must be submitted to the PDA Engineering Department within twenty-four (24) hours of completion of the deicing event.

d. Ground Handling

1. Aircraft tie-down must be effected through appropriate ropes, chains or other types of restraint devices, or by wheel chocks.

2. Equipment capable of towing aircraft into and out of the hangar must be utilized.

e. Customer Service

1. Facilities, equipment and staff must be provided to ensure that all required security and safety standards are met.

2. Management or Operations Standards or Specifications must be developed and implemented that provide for: flight planning with direct communication to the FAA Flight Service Station, local air traffic control, and national weather service briefers; and adequate supplies of VFR and IFR navigational charts or **electronics** flight books or other similar electronic chart system.

f. Snow Removal

1. Adequate equipment to remove snow from the apron under control of said Company shall be utilized and all snow removal activity shall be coordinated and not conflict with PDA Airport snow removal operations.

g. Provision of Flight Crew and Flight Management Services

1. All such services shall be available to persons or entities with whom the Company has contracted under Section 6.02(b) and must be performed by personnel having appropriate licenses and/or certificates and in accordance with applicable federal aviation law requirements and must be supported with the facilities and equipment listed in subsections 2-5, below.

2. Conveniently located, heated, and air conditioned lounge area for crews.

3. Restroom facilities for passengers and crews.

4. Courtesy transportation for passengers and crews to general aviation facilities, the air carrier terminal, and downtown locations.

5. A fully equipped flight planning facility with direct communications to the FAA Flight Service Station, local air traffic control, and National Weather Service briefers; adequate supplies of VFR and IFR navigational charts; and other necessary flight planning equipment.

h. Aircraft Maintenance and Aircraft Servicing

1. Maintenance and servicing activity authorized under Section 6.03(b)(2) and (4) shall be limited to aircraft for which said Company is providing aeronautical services as specified in Section 6.03(b) and shall include: general repair and overhaul of avionics systems,

changing engine oil, recharging oxygen systems, replacing engine starters, recharging batteries, servicing braking systems, repairing and/or inflating tires, cleaning windows and interiors, servicing lavatories and disposal of aircraft waste (domestic and international).

2. All such services shall be conducted by qualified, licensed personnel and with proper equipment in compliance with all applicable requirements of law and with PDA Airport operating and environmental directives.

6.04 Minimum Land and Facility Requirements

- a. Lease a minimum ground area determined by the PDA.
- b. One aircraft hangar with not less than 12,000 square feet of aircraft storage space.
- c. An office/terminal facility of not less than 2,000 square feet adequate to accommodate an office, pilot lounge, passenger lounge, telephone, and restroom facilities. This facility may be attached to/be part of the aircraft hangar.
- d. Management of paved apron area of sufficient size to accommodate the Company's operations for aircraft parking and tie downs with access to the aircraft hangar. Management responsibilities include installation and maintenance of tie down equipment, sweeping/FOD control, and snow removal.
- e. If the Company elects to provide fuel and is authorized by PDA to construct such a facility on its leased premises, permanent fuel storage tanks for jet fuel. The fuel storage tanks shall be of a capacity permitted by agreement with PDA and comply with all applicable federal, state, local, and PDA rules and regulations pertaining to installation, maintenance, operation, fuel handling safety, and environmental protection.
- f. Paved off-street parking outside the airport restricted area, but within the leased premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction in accordance with a lease/operating agreement with PDA. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities. All improvements shall be constructed or leased in areas designated for aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development and design standards as may be adopted by the PDA.

6.05 Minimum Management and Staffing Requirements

- a. The activities of every Aircraft Fractional Ownership Management Company on the Airport shall be supervised by an on-site manager who shall at all times be responsible for

conducting, in a first-class manner, the services required and permitted herein and in said Company's lease/operating agreement with PDA.

b. An adequate number of properly trained, qualified and, where applicable, licensed staff shall be on duty during specified hours of operation, or on call during other times, to provide the level of service specified herein.

c. All employees shall wear uniforms and protective clothing and equipment as appropriate or necessary.

6.06 Insurance

An Aircraft Fractional Ownership Management Company shall carry insurance in conformance with the PDA's risk management requirements.

6.07 State Registration

An Aircraft Fractional Ownership Management Company shall maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.

6.08 Aircraft Hangar Space Subletting Services


Aircraft Fractional Ownership Companies which have been authorized to conduct business at the Airport under the provisions of Article 6 of these Minimum Standards may offer aircraft hangar space subletting services in accordance with Sections 3.02a(i) and 3.03a2 of Article 3.

MOTION

Director Anderson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to consent to T-Aviation, L.L.C.'s request to exercise the first one year lease extension option for the premises known as Hangar 5, including certain surrounding apron area, located at Skyhaven Airport (DAW), through October 31, 2022; substantially in accordance with the memorandum from Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance, dated November 4, 2021, attached hereto.

Memorandum

To: Paul Bean, Executive Director 

From: Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance 

Date: 11/4/2021

Subj: T-Aviation, LLC

On November 1, 2020, the PDA entered into a lease agreement with T-Aviation, LLC of Kensington, NH to operate an aircraft maintenance and repair facility at Skyhaven Airport in Hangar 5, providing a much needed service to Skyhaven and increasing the marketability of the airport.

Despite the difficulties of starting a new aviation business over the winter months, as well as the challenges posed by the Global Pandemic of 2020, T-Aviation has experienced slow and steady growth and has brought the desired attention to the airfield.

Under the Lease, Lessee currently pays the PDA building area rent ("Building Area Rent") in the amount of \$1,200 per month on a triple net basis for the Leased Premises. In addition to the Building Area Rent, the Lessee pays to the PDA 3% of its net earnings from its operations on the Leased Premises ("Profit Share").

T-Aviation has requested to exercise their first Option Year, at the same terms and conditions, and at the same rate for both Building Area Rent and Profit Share that they currently pay, in order to continue their growth at Skyhaven Airport. Please see attached letter.

The aviation industry is currently experiencing a shortage of qualified aviation mechanics. Skyhaven is extremely fortunate to have acquired the services of T-Aviation. As such, I request that you seek approval from the PDA Board of Director's at its November 18th, 2021, to approve the exercise of T-Aviation's first one year option under the current terms and rate structure in order to continue the lease of Hangar 5 at Skyhaven Airport, through October 31, 2022.

29 October, 2021

T-Aviation, LLC
120 South Rd
Kensington, NH 03833
Cell: 703-932-7078

Andrew B. Pomeroy, C.M.
Manager, Aviation Planning and Regulatory Compliance
Pease Airport Management Department
KPSM & KDAW
(603) 433-6536

Mr. Pomeroy,

T-Aviation, LLC is grateful for the opportunity to have served the PDA as its aircraft maintenance vendor at Skyhaven Airport, Rochester, NH. The last 12 months have been a success from our initial opening to the remaining moments of October 2021. Our primary launch focus on laying the groundwork and reinvestment has paid off in several ways that have opened up, what we believe to be, a pathway to continued growth and development as an organization. Our activities have benefitted the tenant community at the airport by providing expedient and top-notch aircraft maintenance and customer services. Furthermore, we have attracted and captured aviation maintenance needs from individual and business entities from surrounding airports. We have great expectations that these growth factors are prime indicators that our continued presence at Skyhaven will continue to mutually benefit our organization and the PDA.

1

Please accept this correspondence as official notification that T-Aviation, LLC requests to extend its operations at Skyhaven Airport, Rochester, NH for an additional year. Furthermore, we request to exercise Option Year 1 as indicated under Article 4 of the lease agreement signed in 2020. Lastly, we request the lease terms remain unchanged during the Option Year 1 extension as a means to further our growth and invest in additional capabilities.

Thank you again for considering T-Aviation, LLC for the opportunity to serve PDA as a vendor at SkyHaven Airport; as we are excited and anxious to continue serving the aviation community at Skyhaven and the area at large

Best Regards,

Thomas E. Morgera
THOMAS E. MORGERA
Co-Owner, Managing Partner
Tom.Taviation@gmail.com
703-932-7078

Virginia L. Morgera
VIRGINIA L. MORGERA
Co-Owner,
Ginny.Taviation@gmail.com
703-932-6267

T-Aviation, LLC. 120 South Rd
Tel 703-932-7078 Kensington, NH 03833
Tom.taviation@gmail.com



MOTION

Director Ferrini:

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

- a. approves and authorizes the Executive Director to execute a Consent of Sublessor and Agreement Concerning Assignment of Sublease (“Consent”) by and between PDA, Cinthesys Real Estate Management, LLC, and 68 New Hampshire Ave LLC, a New Hampshire Limited Liability Company, for the premises located at 68 New Hampshire Avenue on substantially similar terms and conditions contained in the draft Consent attached hereto; and
- b. approves and authorizes such other action(s) and the execution of such other document(s) as shall be necessary or advisable to implement the transaction;

all as more fully described in the memorandums of Paul E. Brean, Executive Director dated November 12, 2021, attached hereto, and incorporated herein.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul Brean, Executive Director *PB*
Date: November 9, 2021
Re: 68 New Hampshire Avenue

Cinthesys Real Estate Management, LLC, ("Cinthesys") PDA's tenant and the owner of the 18,525 square foot building at 68 New Hampshire Avenue, has made the building available for sale. Cinthesys entered into a purchase and sales agreement with RW Norfolk Holding, LLC, a New Hampshire limited liability company with a mailing address of 210 Commerce Way, Suite 300, Portsmouth, New Hampshire, 03801. RW Norfolk Holding, LLC subsequently assigned its rights under the purchase and sales agreement to 68 New Hampshire Ave LLC, a New Hampshire limited liability company ("68 NH"), also with a mailing address of 210 Commerce Way, Suite 300, Portsmouth, New Hampshire, 03801. The sponsors of 68 NH are Michael J. Kane and John M. Kane. With the purchase of the building, Cinthesys intends to assign its lease with the PDA to 68 NH. The assignment of the lease requires the consent of the PDA Board of Directors. 68 NH intends to utilize the leasehold consistent with the permitted uses under the lease. Given 68 NH sponsors' familiarity with the Tradeport and commercial development and leasing in the New Hampshire seacoast region, I support this assignment.

By way of some additional background, the lease of 68 New Hampshire Avenue began on September 15, 1998, with a base term of 30 years, and two 5 year extension options, for an original maximum term of 40 years. In May of 2015, the parties amended the lease to provide additional lease options through April 30, 2055, if the Lessor constructed a new facility, or an expansion of the existing facility, on the premises during the original 30 year base term.

Additionally, in October 2013 the parcel at 68 New Hampshire Ave. was rezoned from Airport Zone to Business Commercial Zone and the lot size of the premises was increased from 3.5 acres to 5.02 acres in conformance with the PDA land use controls regarding minimum lot size in the Business Commercial Zone. The lot size under the ground lease was amended at the same time. However, given the additional 1.52 acres added to the lot has not been utilized by the tenant, the PDA has continued to only bill for the 3.5 acre lot size. In the future, should any tenant begin utilizing the additional 1.52 acres, or expand its building or parking on any portion of the parcel, the lot would be billed at its entire 5.02 acre size (minus any applicable contiguous wetlands reductions).

In order to facilitate the sale of the of the building at 68 New Hampshire Avenue, at the Board Meeting on November 18, 2021, I ask that the Board:

1. Authorize and approve execution of a Consent of Sublessor and Agreement concerning Assignment of Sublease ("Consent") by and between PDA, Cinthesys, and 68 NH for the premises located at 68 New Hampshire Avenue, on substantially similar terms and conditions contained in the Consent attached hereto;
2. Authorize and approve such other action(s) and the execution of such other document(s) as shall be necessary or advisable to implement the transaction contemplated in this Memorandum.



ATTORNEYS AT LAW

November 12, 2021

VIA EMAIL

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

Re: 68 New Hampshire Avenue, Portsmouth, NH – Approval of Sublease Assignment

Dear Mr. Blenkinsop:

Enclosed please find a proposed Assignment and Assumption Agreement of that certain Sublease dated September 9, 1998 between the Pease Development Authority (the “PDA”) and Cinthesys Real Estate Management LLC (“Cinthesys”) with respect to land and improvements thereon situated at 68 New Hampshire Avenue, Portsmouth, New Hampshire (as amended, the “Sublease”) pursuant to which Cinthesys would assign the Sublease to 68 New Hampshire Ave LLC, a New Hampshire limited liability company (“68 NH”). Also, enclosed is a draft form of Consent of Sublessor and Agreement Concerning Assignment of Sublease.

On behalf of Cinthesys and 68 NH, we respectfully request that the Board of Directors of the PDA approve the assignment of the Sublease from Cinthesys to 68 NH, and that this matter be placed on the Agenda for the November 18, 2021 meeting of the Board of Directors.

* * * *

Please do not hesitate to contact me should you have any questions.

Best regards,



Robert A. Previti, Esq.
Tel: (603) 945-3236
Email: rpreviti@slvlaw.com

cc:

Mindy Cohn, Esq. (via email)
Pavel Bepalko, Esq. (via email)

Enclosures

DRAFT

ASSIGNMENT AND ASSUMPTION OF SUBLEASE

This Assignment and Assumption of Sublease (this "Agreement") is made and entered into this _____ day of _____, 2021 by and between Cinthesys Real Estate Management LLC, a New Hampshire limited liability company having a principal mailing address of 1 Glenwood Road, Andover, Massachusetts 01810 ("Cinthesys") and 68 New Hampshire Ave LLC, a New Hampshire limited liability company having a mailing address of 210 Commerce Way, Suite 300, Portsmouth, NH 03801 ("68 NH") (Cinthesys and 68 NH collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, TACP Group, Inc. ("TACP") as Sublessee and Pease Development Authority, as Sublessor entered into a certain Sublease dated September 9, 1998, as amended by Sublease Amendment No. 1 effective November 1, 1999, (the "Sublease") for property located at 68 New Hampshire Avenue, Pease International Tradeport, Portsmouth, Rockingham County, New Hampshire, consisting of 152,250 square feet (approximately 3.5 acres), Statutory Notice of Sublease of which is recorded at the Rockingham County Registry of Deeds at Book 3356, Page 1523 (the "Property"); and

WHEREAS, during the term of the Sublease, Londavia, Inc. assumed the rights, duties and obligations of TACP and the Sublessee under the terms and conditions of the Sublease by Assignment and Assumption of Sublease dated April 18, 2001, recorded at Book 3569, Page 666; and

WHEREAS, Aftermarket Spares & Services, LLC (f/k/a AmSafe Bridport, Inc. and Londavia, Inc.), a Delaware limited liability company ("Aftermarket") was the successor in interest to the rights and obligations of Londavia, Inc. through merger and conversion, Aftermarket being the surviving company; and

WHEREAS, 68 NH Ave, LLC, a New Hampshire limited liability company assumed the rights, duties and obligations of Aftermarket under the terms and conditions of the Sublease by Assignment and Assumption of Sublease dated December 19, 2013 and recorded in the Rockingham County Registry of Deeds on December 20, 2013 at Book 5503, Page 1385;

WHEREAS, Old Tex Mex, LLC, a New Hampshire limited liability company assumed the rights, duties and obligations of 68 NH Ave, LLC under the terms and conditions of the Sublease by Assignment and Assumption of Sublease dated August 21, 2014 and recorded in the Rockingham County Registry of Deeds on August 22, 2014 at Book 5554, Page 2973;

WHEREAS, effective August 21, 2014, Old Tex Mex, LLC and Pease Development Authority amended the Sublease pursuant to Lease Amendment No. 2 to include an increase in the size of the Property from 3.5 acres to 5.02 acres;

WHEREAS, effective May 1, 2015, Old Tex Mex, LLC and Pease Development Authority amended the Sublease pursuant to Lease Amendment No. 3 to provides, inter alia, that in no event shall the Base Term and all option periods extend beyond April 30, 2055;

WHEREAS, Cinthesys assumed the rights, duties and obligations of Old Tex Mex, LLC under the terms and conditions of the Sublease by Assignment and Assumption of Sublease dated May 4, 2015 and recorded in the Rockingham County Registry of Deeds on May 4, 2015 at Book 5614, Page 2681;

WHEREAS, effective April 1, 2016, Cinthesys and Pease Development Authority amended the Sublease pursuant to Lease Amendment No. 4 to delete and replace Article 7, Insurance;

WHEREAS, Cinthesys and RW Norfolk Holding, LLC, a New Hampshire limited liability company having a mailing address of 210 Commerce Way, Suite 300, Portsmouth, NH 03801, have entered into a certain Purchase and Sale Agreement dated July 2021, as amended, whereby RW Norfolk Holding, LLC has the right to acquire Cinthesys' right, title and interest in the Property and the Sublease (as amended, the "Purchase Agreement");

WHEREAS, RW Norfolk Holding, LLC, has assigned all of its right title and interest in the Property and the Sublease ("Premises") to 68 NH, an affiliate, in accordance with a certain Notice of Assignment of Interest dated on or about _____; and

WHEREAS, 68 NH desires to assume the obligations of Cinthesys under the Sublease pursuant to the terms of the Purchase Agreement as well as pursuant to the provisions contained herein.

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

1. **Assignment.** Cinthesys, in accordance with the provisions of Article 19 of the Sublease, does hereby grant, convey, assign, transfer, and set over unto 68 NH, effective December __, 2021 ("Closing Date"), all of Cinthesys' right, title and interest in, under and to the Sublease.
2. **Assumption.** 68 NH does hereby agree to assume and perform all of the obligations of Cinthesys pursuant to the Sublease arising from and after the Closing Date.
3. **Indemnity.** Cinthesys agrees to indemnify, protect, defend and hold harmless 68 NH from and against any and all liabilities, claims, demands, actions, losses, costs and expenses (including reasonable attorneys' fees and costs) arising out of or relating to Cinthesys' failure to perform any of Cinthesys' obligations that accrued pursuant to the Sublease prior to the Closing Date.

68 NH agrees to indemnify, protect, defend and hold harmless Cinthesys from and against any and all liabilities, claims, demands actions losses, costs and expenses (including reasonable attorneys' fees and costs) arising out of relating to 68 NH's obligations that accrued pursuant to the Sublease on or after the Closing Date.

Pease Development Authority is intended to be and is a third-party beneficiary of the above referenced indemnities and such other covenants and agreements as are contained herein.

4. **Contingency.** The parties' obligations hereunder shall only commence if and when all of the obligations, conditions, terms and provisions of the Purchase Agreement have been fulfilled and satisfied and/or the transaction contemplated therein has closed. If the Purchase Agreement has not been so satisfied and/or closed, the parties shall have no further obligation under the Sublease or this Assignment and Assumption of Sublease.

5. **Successors and Assigns.** This Agreement and all covenants and agreements contained herein as well as all other documents provided for herein shall be binding upon the inure to the benefit of the Parties hereto and their respective successors and assigns.

6. **Further Action.** The Parties each agree to execute such notices, directions, instruments, and documents, and to take such other actions as the other reasonably requests to effectively ensure that the requesting party has the benefit of the transfers and transactions provided or and contemplated herein including prompt forwarding of all funds, documents, and instruments received in respect to the Sublease after the date hereof.

[Signatures on following pages.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed as of the date first above written and that the Parties' respective signatories, whose signatures appear below, have been and are on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement.

Cinthesys Real Estate Management LLC,
a New Hampshire limited liability company

By: _____
Name:
Title:

STATE OF _____
COUNTY OF _____

On this the ____ day of _____, 2021, personally appeared the above-named _____, as _____, of Cinthesys Real Estate Management LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained on behalf of the limited liability company, before me.

Print Name:
Notary Public/Justice of the Peace
My Commission Expires:

[Signature page to 68 New Hampshire Avenue Assignment and Assumption of Sublease]

**68 New Hampshire Ave LLC,
a New Hampshire limited liability company**

By: _____
Name: Michael J. Kane
Title: Manager

STATE OF _____
COUNTY OF _____

On this the _____ day of _____, 2021, personally appeared the above-named Michael J. Kane, as Manager, of 68 New Hampshire Ave LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained on behalf of the limited liability company, before me.

Print Name:
Notary Public/Justice of the Peace
My Commission Expires:

[Signature page to 68 New Hampshire Avenue Assignment and Assumption of Sublease]

**CONSENT OF SUBLESSOR AND AGREEMENT CONCERNING
ASSIGNMENT OF SUBLEASE**

THIS CONSENT AND AGREEMENT (the "Agreement") effective this ____ day of _____, 2021 (the "Effective Date") by and between **Pease Development Authority**, an agency of the State of New Hampshire created pursuant to RSA Chapter 12-G, having a principal mailing address of 55 International Drive, Portsmouth, New Hampshire 03801 ("Sublessor"), **Cinthesys Real Estate Management LLC**, a New Hampshire limited liability company having a mailing address of 1 Glenwood Road, Andover, Massachusetts 01810 ("Sublessee" or "Assignor") and **68 New Hampshire Ave LLC**, a Limited Liability Company having a mailing address of 210 Commerce Way, Suite 300, Portsmouth, NH 03801 ("Assignee").

WHEREAS, TACP Group, Inc. ("TACP") as Sublessee and Pease Development Authority, as Sublessor entered into a certain Sublease dated September 9, 1998, as amended by Sublease Amendment No. 1 effective November 1, 1999 (the "Sublease") for property located at 68 New Hampshire Avenue, Pease International Tradeport, consisting of 152,250 square feet (approximately 3.5 acres), Statutory Notice of Sublease of which is recorded at the Rockingham County Registry of Deeds at Book 3356, Page 1523 (the "Property") as assigned to Londavia, Inc. by Assignment and Assumption Agreement dated April 18, 2001 and recorded at the Rockingham County Registry of Deeds at Book 3569, Page 666, and subsequently assumed by AmSafe Bridport, Inc. with respect to land and improvements thereon situated at 68 New Hampshire Avenue, Portsmouth, New Hampshire (the "Premises");

WHEREAS, Aftermarket Spares & Services, LLC, successor in interest to all of the rights and obligations of AmSafe Bridport, Inc., including all of the rights and obligations under the Sublease, assigned to 68 NH Ave, LLC all of the obligations of Aftermarket Spares & Services, LLC under the Sublease by Assignment and Assumption Agreement dated December 19, 2013 and recorded in the Rockingham County Registry of Deeds at Book 5503, Page 1385;

WHEREAS, Old Tex Mex, LLC, assumed the rights, duties, and obligations of 68 NH Ave LLC under the terms and conditions of the Sublease by Assignment and Assumption of Sublease dated August 21, 2014 and recorded in the Rockingham County Registry of Deeds on August 22, 2014 at Book 5554, Page 2973;

WHEREAS, effective August 21, 2014, Old Tex Mex, LLC and Pease Development Authority amended the Lease pursuant to Lease Amendment No. 2 to include an increase in the size of the Property from 3.5 acres to 5.02 acres;

WHEREAS, effective May 1, 2015, Old Tex Mex, LLC and Pease Development Authority amended the Lease pursuant to Lease Amendment No. 3 to provide, *inter alia*, that in no event shall the Base Term and all option periods extend beyond April 30, 2055;

WHEREAS, Cinthesys Real Estate Management, LLC ("Cinthesys") assumed the rights, duties, and obligations of Old Tex Mex, LLC under the terms and conditions of the Sublease by Assignment and Assumption of Sublease dated May 4, 2015 and recorded in the Rockingham County Registry of Deeds on May 4, 2015 at Book 5614, Page 2681;

WHEREAS, effective April 1, 2016, Cinthesys and Pease Development Authority amended the Lease pursuant to Lease Amendment No. 4 to delete and replace Article 7, Insurance;

WHEREAS, as of the Effective Date, and from and after the Effective Date, Sublessee will be deemed to have assigned to Assignee, and Assignee will be deemed to have assumed from Sublessee all of Sublessee's rights and obligations under the Sublease (such assignment and assumption being referred to herein as the "Assignment"); and

WHEREAS, Sublessee and Assignee have requested that Sublessor consent to the Assignment, and accept Assignee as the Sublessee under the Sublease.

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

1. **Consent**. Sublessor, subject to the covenants, agreements, terms, provisions and conditions contained in the Sublease and this Agreement, hereby consents to the Assignment, and agrees to accept the Assignee as the Sublessee under the Sublease effective as of the date of such Assignment.
2. **Assignee's Covenants**. Assignee covenants that from and after the Effective Date, and throughout the term of the Sublease:
 - a. Assignee will fully, faithfully and timely perform all of Sublessee's obligations under the Sublease; and
 - b. Assignee will use the Premises only for uses permitted under the Sublease or allowed by Sublessor.
3. **Sublessor's Representations**. Sublessor hereby represents to Assignee to the best of its knowledge that as of the Effective Date:
 - a. the Sublease is in full force and effect;

- b. neither Sublessor nor Assignor is in default in the performance of or compliance with any provision of the Sublease;
 - c. Sublessor has not received any notice of default or termination of the Sublease;
 - d. the Sublease, as amended as set forth herein, is a complete statement of the agreement of the parties thereto with respect to the leasing of the Subleased Premises subject only to the Minutes of the Board dated August 15, 2013, September 19, 2013 and October 17, 2013, regarding rezoning and/or a lot line revision;
 - e. there is no prepaid rent and no security deposit;
 - f. rent was last paid on _____ and has been paid through _____.
4. Assignor's Representations. Assignor hereby represents and warrants to Assignee to the best of its knowledge that as of the Effective Date:
- a. the Sublease is in full force and effect;
 - b. neither Sublessor nor Assignor is in default in the performance of or compliance with any provision of the Sublease;
 - c. the Assignor has not received any notice of default or termination of the Sublease;
 - d. the Sublease, as amended as set forth herein, is a complete statement of the agreement of the parties thereto with respect to the leasing of the Subleased Premises;
 - e. there is no prepaid rent and no security deposit;
 - f. Assignor took possession of the premises on or about May 4, 2015, the date of Assignor's Assumption;
 - g. the Assignor has not sold, transferred, assigned, hypothecated or pledged its interest under the Sublease or the rent received thereunder.
5. Notices. Any notices required under the Sublease or with respect to this Agreement shall be sent (a) if to Sublessor, to 55 International Drive, Portsmouth, NH 03801, (b) if to Sublessee, to 1 Glenwood Road, Andover, Massachusetts 01810, and (c) if to Assignee, to 210 Commerce Way, Suite 300, Portsmouth, NH 03801.

Signed this _____ day of _____, 2021.

**Pease Development Authority
(Sublessor)**

Witness

By:

Paul E. Brean
Its Executive Director, duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the _____ day of _____, 2021, before me the undersigned officer, personally appeared **Paul E. Brean as Executive Director of Pease Development Authority**, personally known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes contained therein on behalf of the development authority.

Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:

Signed this ____ day of _____, 2021.

Cinthesys Real Estate Management, LLC
(Sublessee/Assignor)

Witness

By: _____
Its: Duly Authorized Member

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the ____ day of _____, 2021, before me the undersigned officer, personally appeared _____, as duly authorized Member of **Cinthesys Real Estate Management, LLC**, personally known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes contained herein on behalf of the limited liability company.

Notary Public
Print Name: _____
My commission expires: _____

Signed this _____ day of _____, 2021.

68 New Hampshire Ave LLC (Assignee)

Witness


By: _____
Name: _____
Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the __ day of _____, 2021, before me the undersigned officer, personally appeared _____, as _____ of 68 New Hampshire Ave LLC, personally known to me or satisfactorily proven to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes contained herein on behalf of limited liability company.

Notary Public
Print Name: _____
My commission expires: _____

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director 
RE: Contract Reports
DATE: November 9, 2021

In accordance with Article 3.9.1.1 of the PDA Bylaws, I am pleased to report the following:

1. Project Name: Voltrek
Board Authority: Treasurer, Director Ferrini provided his approval to the expenditure.
PDA Obligation: \$7,953.20
Summary: This expense is for the Electric Vehicle Charging Station at the Golf Course.
2. Project Name: Vortex Services
Board Authority: Treasurer, Director Ferrini provided his approval to the expenditure as long as insurance certificates were in place.
PDA Obligation: \$3,250.00
Summary: This expense is for exploratory scanning of a failing culvert on the airfield.
3. Project Name: Line X of Lee
Board Authority: Treasurer, Director Ferrini was contacted and reviewed the estimates provided.
PDA Obligation: \$6,401.96.00
Summary: This expense is for the purchase and installation of a Fisher Snow Plow attachment on an existing Pease Maintenance vehicle.
4. Project Name: Terminal Project - USI Insurance Services, LLC
PDA Obligation: \$3,443.00
Board Authority: Prior authorization to obtain Builders Risk coverage for terminal project.
Summary: Extension of Builders Risk Insurance Policy through December 31, 2021 due to project not yet being complete



Sep 30, 2021

Quote 21480

Mike Mates

Project Manager

Pease Development Authority

55 International Dr, Portsmouth, NH 03801

RE: Pease Development Authority EV station

Voltrek is pleased to provide the following pricing and information to supply and ship Chargepoint EVSE for the above referenced project. The Chargepoint Product brochure is attached to this quote.

Quote

Item	List Price	Qty	Discount	Amount
EVSE				
CT4021-GW1 Dual Output, Gateway, Bollard Unit - 208/240V @30A with Cord Management	\$7,210.00	1	-\$432.60	\$6,777.40
CT4000 Surcharge Chargepoint Station Surcharge Logistics Fee* Offsets constraints due to global supply-chain issues. ChargePoint incurs these fees & is imposing them to ensure equipment is still available to customers in a timely manner. 8% list price surcharge per station.	\$576.80	1	\$0.00	\$576.80
CPCLD-COMMERCIAL-1 1yr Prepaid Commercial Cloud Plan	\$329.00	2	\$0.00	\$658.00
Voltrek Promotion 1 year FREE cloud networking, per plug.	-\$329.00	2	\$0.00	-\$658.00
CT4000-ASSURE1 (optional) 1yr Prepaid Assure Plan	\$740.00	1	\$0.00	\$740.00
CPSUPPORT-ACTIVE Activation Support Required by ChargePoint. Charge waived w/Assure 5 years purchase.	\$349.00	1	\$0.00	\$349.00
CPSUPPORT-SITEVALID Validation Required with ASSURE. Charge waived w/Assure 5 years purchase.	\$599.00	1	\$0.00	\$599.00
Shipping Per station	\$250.00	1	\$0.00	\$250.00

Tax

\$0.00 1 \$0.00 \$0.00

Total Project Cost ~~-\$9,292.20~~

\$7,953.20

Important Information and Additional Options Below

Network Multi-Year Pricing (if alternative term selected, substitute for price in quote)

Network Terms	Price
Commercial Cloud Network Plan (per port) 1 Year CPCLD-COMMERCIAL-1	\$329.00
Commercial Cloud Network Plan (per port) 2 Year CPCLD-COMMERCIAL-2	\$629.00
Commercial Cloud Network Plan (per port) 3 Year CPCLD-COMMERCIAL-3	\$889.00
Commercial Cloud Network Plan (per port) 4 Year CPCLD-COMMERCIAL-4	\$1,119.00
Commercial Cloud Network Plan (per port) 5 Year CPCLD-COMMERCIAL-5	\$1,319.00

ChargePoint Assure Program

ASSURE is ChargePoint's extended warranty program; The Assure Program includes 24/7 monitoring, parts, and on-site labor to repair or replace any manufacturing defects. The standard one-year warranty is parts only. A site validation is required to purchase Assure.

	Price
Site Validation	\$599.00
Allows for the purchase of Assure. Waived w/ 5 year Assure purchase and with Voltrek installation services	

Assure Terms (if alternative term selected, substitute for price in quote)	
ASSURE 1 year \$740/year/station	\$740.00
ASSURE 2 years \$705/year/station	\$1,410.00
ASSURE 3 years \$688/year/station	\$2,064.00
ASSURE 4 years \$615/year/station	\$2,460.00
ASSURE 5 years \$499/year/station	\$2,495.00

Voltrek Preventative Service and Maintenance

Voltrek is pleased to offer its customers a Preventative Service & Maintenance Program. This program offers the following services:

- Quarterly visits to clean, inspect and test units using J1772 tools
- Active monitoring of stations functionality via ChargePoint software interface
- Provide support services, on site, within twenty-four (24) hours. Diagnostic included, all other labor charges on an hourly basis, at Voltrek's then current rates with travel time at half-rate
- Cancellable at any time

Single station, annual cost (billed quarterly): \$900 (billed \$225 per quarter)
Add additional stations at the same location: \$300 per additional station, per year

Not available in some areas. Price applies to locations within 100 miles of Boston MA.

Contact Voltrek to request price and availability outside of that area

Warranty

ChargePoint EVSE comes with a standard 1-year parts only warranty; there is an option to "Validate" the installation, which allows for the purchase of their "Assure" Extended Warranty program. **Important- ChargePoint requires installation to be completed by a ChargePoint certified installer or all warranties are voided.**

Communication Requirements

ChargePoint stations rely on a cellular connection to communicate with the Chargepoint network and send data. A Verizon, T-Mobile, or AT&T 4G/LTE signal is required at the site for the stations to function.

Voltrek

Is a small business enterprise specializing in planning, installing, and servicing commercial charging station projects. We have been in business for 11 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed more than 2500 charging stations to date and is DBE & WBE certified. Voltrek is on the Commonwealth of Massachusetts OSD contract VE1102.



Terms

Hardware will be billed net 30 from date of equipment shipping. Quote is subject to change at any time due to global supply-chain issues.

Purchase requires a credit check; partial prepayment may be requested based on results. Full payment due upon receipt of hardware. **Note:** production delays have created extended and fluctuating lead times that are not within the control of Voltrek. We will request earliest delivery and keep you informed of estimated delivery dates. Please contact me with any questions and thank you for considering Voltrek.

Sincerely,
Mohammed Faiz
Account Manager
VOLTREK, LLC.,
978.985.6883 cell

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME: *PAUL BREAN*

DATE: *10/20/2021*

SIGNATURE:



Jared Sheehan
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

October 15, 2021

Greetings Jared,

Subject: 108" Diameter Stormwater Pipe Sinkhole Investigation, Pease Airport - 21T0920

Thank you for giving us the opportunity to provide you with this proposal.

Scope of Work is provided through a customer email and prints given to Travis Jones.

- Perform an investigation/inspection of the first 100 linear feet of a 9 foot diameter RCP Stormwater pipe through the use of a large line kit CCTV robotic camera system and/or lighted pole-zoom camera in an effort to determine if sinkholes are forming due to structural defects in the pipe. A confined space entry will be required to insert the large robotic camera in to the pipe. Confined space equipment includes two self rescue winches and continuous air monitoring. The video investigations will be recorded, with a copy provided to the customer

Project Responsibilities

Pease Development Authority: To help achieve a smooth and successful project, you will be considered the owner of the project and it will be your responsibility to perform the following:

- Provide a designated contract coordinator
- Provided coordination and permitting with the Town/City/State authorities
- Provide a contact person should the field crew have questions or view a potential emergency situation
- Provide access to all structures and airport escort as required

Vortex Services LLC

- Provide a designated project manager
- Provide a written work plan prior to start of work.
- Provide pole camera and CCTV large line kit robotic camera system.
- Provide a camera Inspection operator with labor, materials, and equipment to complete the project. Operator will be NASSCO PACP certified.
- Provide video of the inside of the pipe approximately 100 linear feet with line report
- Provide trained confined space entrant and equipment

Vortex Services LLC Employees

- Project Manager (Off Site)
- Project Superintendent
- CCTV Operator - PACP
- Confined space entry tech, trained and experienced



Vortex Services LLC Equipment

- Envirosight Air HD Zoom Pole Camera. High resolution.
- Mailine CCTV Unit with Aries Titan Large Line Kit equipment to inspect 108" diameter pipe
- Confined space entry and self rescue equipment. Radio systems

Proposed Work Plan

Pre-Planning

- Travis Jones met onsite with the customer on October 5 to review current site conditions
- Proposal to customer
- Execute contract documents
- Confirm work schedule with stakeholders on a relatively dry week.

Field Work –Estimated at 1 day, up to 8 hours on site

- Mobilization to Job Site
- Review Scope of Work & Safety
- Setup Traffic Cones, Work Area Ahead signs , confined space equipment
- Begin Inspections– 8:00am (typical day)
- Perform Pole Camera investigation to document current conditions.
- Perform mainline CCTV inspection/investigation of the first 100 linear feet of pipe with Aries “Titan” large line kit camera system. Confined space entry will be required to assemble the camera on the shelf inside the structure.
- QA/QC with Customer - Customer sign off on field sheets
- Restore job site
- Demobilization

Post Planning

- Deliverables
 - Provide one Copy of the inspections videos on USB drives.
 - Provide a line report summary of the day’s observations
- Project Billing

Billable Units

Description	Estimate of Probable Cost
CCTV Inspections including Confined Space Entry, Self-Rescue Equipment, \$3,250.00/Day. 3 man team. Up to 8 Hours on Site	\$3,250.00 per Day (1 Day)

The deliverables package is included in the price.

Prices do not include pipe cleaning, pumping, or Prevailing/Certified Wages.

Terms and Conditions

- All quotes are good for 30 days from date of inquiry.
- Payment is due Net 30 from the date the project is completed.

VORTEX services

General Conditions: Owner recognizes and acknowledges: (a) that the specialized nature of Vortex services as they relate to pipes and structures involves the CCTV inspections; (b) that the services to be provided under this Agreement involve pole camera CCTV inspection and may implicate conditions not readily discernable prior to the start of work by the Owner or Consultant; and (c) that pipe inspections, may be impacted by pipe damage or conditions such as broken, cracked, offset, collapsed, eroded, corroded or otherwise deteriorated pipe. Vortex shall not be responsible to Owner or any third party for any sums of money on account of any claims or suits arising by reason of the condition of the pipe or structures encountered by Vortex in rendering services hereunder, including conditions precipitating pipe collapse, deteriorated/corroded pipe, the compromised structural integrity of pipe, and unanticipated back up and discharge flows, including resultant residential or third party impacts.

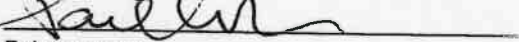
We appreciate the opportunity to provide you with this proposal and look forward to working with you in on this challenging inspection. Please sign and return signed copy upon acceptance of this proposal.

Sincerely,



Charlie Roberts
Project Manager
Cell: 207-320-0833
charlie.roberts@vortexcompanies.com

Accepted by:



Print name:

Paul E. Brian

Title: Executive Director

Date: 11/1/2011

No job is so important and no service is so urgent that we cannot take the time out to perform or work safely.

Fisher Plows of Lee NH LLC

LINE X OF LEE NH
119 Calef Hwy
Lee, NH 03861

Estimate

Date	Estimate #
9/23/2021	167

Name / Address

Project	PO Required

Description	Qty	U/M	Total
YEAR / MAKE / MODEL 2007 CLASSIC VIN #TBD PLOW MODEL 9'HD2			6,875.00
MUNICIPAL REBATE / DISCOUNT			-473.04
Total			\$6,401.96

USI Insurance Services LLC
 PO Box 62937 * Virginia Beach, VA 23466

-----INVOICE-----

Pease Development Authority
 55 International Drive
 Portsmouth, NH 03801

Invoice Date 11/05/21
 Invoice No. 3929941
 Bill-To Code PEASEDEV
 Client Code PEASEDEV
 Inv Order No. 800*6477538
 Payment Due
 Amount Remitted: \$

Named Insured: Pease Development Authority

Please return this portion with your payment.

Make checks payable to: USI Insurance Services LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
10/31/21	10/31/2021 to 12/31/2021	Aspen American Insurance Company Policy No. IM00CWH19 *Endorsement - Builders Risk	3,443.00
		Invoice Number: 3929941 Amount Due:	3,443.00

*Premiums Due and Payable on Effective Date

MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby approves of the proposed sign requested by 30 International Drive, LLC for 20 International Drive; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager dated November 10, 2021, attached hereto.

MEMORANDUM

To: Paul Brean, Executive Director *Paul*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: November 10, 2021
Subject: Signage at 20 International Drive

PDA's tenant, 30 International Drive, LLC, is requesting approval to install new signage at 20 International Drive for its subtenant, St. Mary's Bank.

Ground Sign: The tenant is proposing to use the space vacated by the former subtenant on the previously approved ground sign to install St. Mary's logo and bank information.

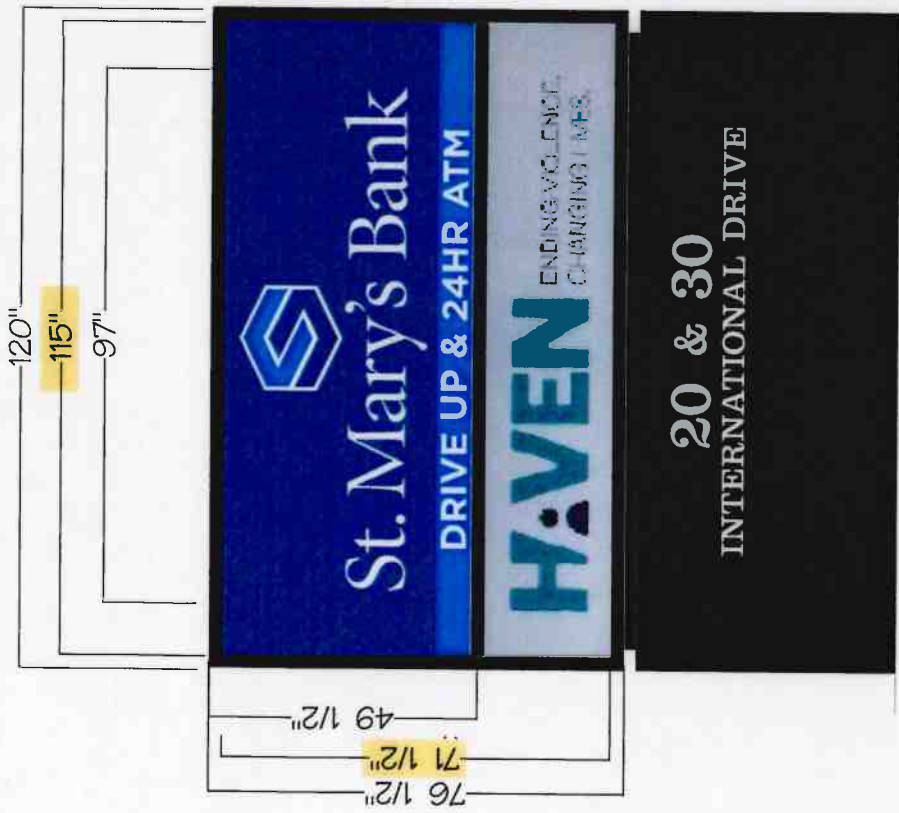
Building Sign: The proposed building sign consists of raised internally lit white letters on a blue aluminum backer. The sign area is 40 square feet. The new building sign would replace a previously approved sign that was smaller (23 square feet), unlit, and in a different location on the building wall. These changes require full Board approval.

The sign package also includes new directional signs for the ATM and drive up window. These signs are considered incidental and do not count toward the lot signage area.

Despite the increase in the size of the wall sign, the total lot signage would be 150 square feet. This total includes signs for buildings at 20 and 30 International Drive and is 50 square feet less than the maximum allowable.

At next week's meeting, please ask the Board of Directors to consider the sign proposal of 30 International Drive, LLC for St. Mary's Bank at 20 International Drive.

N:\ENGINEER\Board Memos\2021\20 International sign.docx



Sign A - Option 1

- Modify existing double sided ground sign as illustrated.
- Cut the existing faces to leave Haven graphics in place
- Add new 2.5" horizontal divider bars (one per side)
- Install two new top faces featuring the St. Mary's Bank logo graphics

DATE: 11-10-21	JOB NAME: ST. MARY'S BANK - 20 INTERNATIONAL DR.
REP: J.S.	JOB LOCATION: PEASE, PORTSMOUTH NH
CONTACT: Marc Bourbeau: 629-1598	
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	

Proposed



Existing



SMB Graphics Area: 21.6 Sq. Ft.
 Top Cabinet Area: 57.1 Sq Ft

GENERAL SPECIFICATIONS	
<input type="checkbox"/>	MATERIAL: 3/16" White Acrylic
<input checked="" type="checkbox"/>	COLOR: Alton #337 Process Blue Translucent Vinyl
<input checked="" type="checkbox"/>	COLOR: Alton #036 Dark Blue Translucent Vinyl

SOUSA SIGNS

225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

The information on this sheet is the property of SOUSA SIGNS, Inc. and cannot be duplicated or used without the expressed written consent of SOUSA SIGNS, Inc.



Sign B - option 2

Scope of work: Manufacture and install (1) new front lit internally illuminated, individual letter set with translucent face graphics.

Sign will incorporate the following:

- Low profile LED lit channel letters with white LED lighting
- White faces, White trim cap, 3" returns painted SMB Blue
- 2" deep aluminum backer (to conceal wiring and minimize building penetrations) painted SMB Blue & bldg. color



NIGHT VIEW

Proposed



Existing



Graphics Area: 40.0 Sq. Ft.

LETTER SPECIFICATIONS	
<input type="checkbox"/>	ILLUMINATION: White LED
<input type="checkbox"/>	1" White Trim Cap
<input checked="" type="checkbox"/>	3" Aluminum Returns • Painted SMB Blue 281c

GENERAL SPECIFICATIONS	
<input type="checkbox"/>	COLOR: White letters & logo face
<input type="checkbox"/>	COLOR: P.T.M. Beige Building Color
<input checked="" type="checkbox"/>	COLOR: P.T.M. SMB Blue Pantone 281c
<input checked="" type="checkbox"/>	COLOR: Arlon #337 Process Blue Translucent Vinyl
<input checked="" type="checkbox"/>	COLOR: Arlon #036 Dark Blue Translucent Vinyl

DATE: 10-22-21	JOB NAME: ST. MARY'S BANK - 20 INTERNATIONAL DR.
REP: J.S.	JOB LOCATION: PEASE, PORTSMOUTH NH
CONTACT: Marc Bourbeau: 629-1598	
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	



225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

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Composite view showing recommended signs B & C in place on the building



DATE: 10-22-21

JOB NAME: ST. MARY'S BANK - 20 INTERNATIONAL DR.

REP: J.S.

JOB LOCATION: PEASE, PORTSMOUTH NH

CONTACT: Marc Bourbeau: 629-1598

AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION



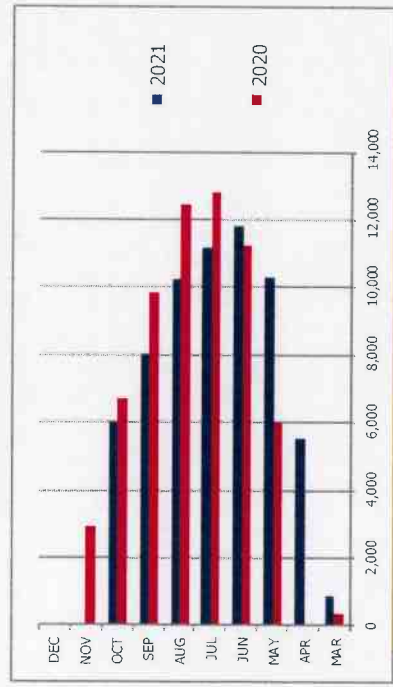
225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

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KEY GOLF COURSE BENCHMARKING DATA

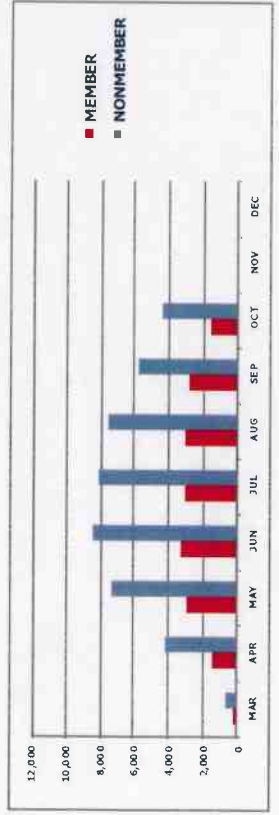
GOLF SIMULATOR REVENUES	FY 2022	FY 2021	GRILL / 28 GROSS SALES	FY 2022	FY 2021
JULY	\$1,158	\$ -	JULY	\$262,957	\$204,042
AUGUST	\$915	598	AUGUST	270,631	225,471
SEPTEMBER	\$326	314	SEPTEMBER	235,234	191,445
OCTOBER	\$4,244	4,017	OCTOBER	191,416	138,156
NOVEMBER	-	12,553	NOVEMBER	-	85,187
DECEMBER	-	23,708	DECEMBER	-	71,183
JANUARY	-	30,626	JANUARY	-	77,694
FEBRUARY	-	23,001	FEBRUARY	-	74,967
MARCH	-	48,842	MARCH	-	105,988
APRIL	-	1,032	APRIL	-	134,812
MAY	-	1,062	MAY	-	238,596
JUNE	-	214	JUNE	-	307,875
	\$5,643	\$145,967		\$960,238	\$1,855,416

ROUNDS OF GOLF PLAYED (SEASON)



2021 SEASON	2020 SEASON	2021 SEASON	2020 SEASON
ROUNDS PLAYED	64,215	62,315	55,321
RAIN DAYS	26	26	55

2021 MEMBER / NONMEMBER ROUNDS (SEASON)



2020 ROUNDS- SEASON	MEMBER	NONMEMBER	TOTAL
	16,004	46,311	62,315
2021 ROUNDS- SEASON	MEMBER	NONMEMBER	TOTAL
	17,608	46,607	64,215

CLUB/ COURSE FUNCTIONS	FY 2022 YTD	FY 2021 YTD
GROUPS 12-40	41,140	25,340
TOURNAMENT PLAY	83,419	85,241
LEAGUES	41,419	36,067
FOOD AND ROOM FEES	123,377	43,375

Memorandum

To: Paul Brean C.M., Executive Director *PB*
From: Sandra McDonough, Airport Community Liaison *Sm*
Date: 11/8/2021
Subj: Noise Report for October 2021

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

MOTION

Director Fournier:

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

1. Expend funds in the amount of **\$5,162.00** for legal services rendered to the Pease Development Authority from:

Sheehan Phinney Bass & Green

October 1, 2021 – October 31, 2021 (for Tradeport General Representation)	\$2,755.00
--	------------

October 1, 2021 – October 31, 2021 (in support of MS4 and CLF settlement implementation)	\$1,711.00
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October 1, 2021 – October 31, 2021 (for Division of Ports and Harbors)	\$ 406.00
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October 1, 2021 – October 31, 2021 (for Division of Ports and Harbors – Portsmouth Fish Pier)	\$ 290.00
---	-----------

TOTAL:	<u>\$5,162.00</u>
---------------	--------------------------

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
Invoice Number: 367634

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$2,755.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$2,755.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$2,755.00

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
Invoice Number: 367633

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$1,711.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$1,711.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$1,711.00

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: Division of Ports & Harbors

CLIENT/CASE NO. 14713-9621
BILLING ATTORNEY:Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$406.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$406.00

BALANCE DUE:	\$406.00

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: PDA-DPH/Portsmouth Fish Pier

CLIENT/CASE NO. 14713-16817
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 367635

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$290.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$290.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$290.00



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.



TO: Paul Brean, Executive Director, PDA 
FROM: Geno J. Marconi, Director, DPH 
DATE: October 20, 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 #7560, from Christopher Devine to Robert W. Moore.

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

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

Division of Ports & Harbors
Memorandum


To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TS*
Re: Commercial Transfer
Date: October 20, 2021

Christopher Devine and Robert W. Moore are requesting the transfer of a Mooring Permit (#7560) in the Hampton Harbor mooring field area 3. Attached is documentation of Moore's commercial enterprise in the form of a fishing license. Also attached is the transfer request from Devine. Robert Moore 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 #7560 be transferred to:

Robert W. Moore
10 Eastman Shore
Laconia, NH 03246

Date: October 15, 2021
To: Director Ferrini
Executive Director Brean
From: Geno Marconi, Port Director 
Subject: Change Order #08A, Portsmouth Fish Pier

REQUEST: In accordance with the Delegation of Authority by the PDA Board of Directors to the Executive Director and the PDA Treasurer, the Division Director is requesting concurrence to approve the attached Change Order #08A for the Portsmouth Fish Pier Bulkhead Rehabilitation Project in the amount of \$71,500.00, conditioned upon it being the final change order concerning the proper installation of the toe pins.

BACKGROUND: On August 24, 2021, PDA-DPH received a change order from HL Patten to install drilled "Toe Pins" at the base of the steel sheet pile bulkhead at the fish pier due to the higher elevation of the ledge. Twenty one (21) of the twenty seven (27) pins have been installed. The remaining six (6) pins are in an area where the bulkhead meets the pile and timber pier and drilling by the method used in the installation of the previous twenty one (21) pins has become impossible due to the fractured quality of the ledge, resulting in the need for a different method of installation.

On October 13, 2021, the Division received a Proposed Change Order #08 in the amount of \$83,917.90 for the additional work and materials required to successfully drill the pins "due to the changed condition of the bedrock." This requested Change Order resulted in considerable discussion and debate with the contractors, design engineers, geologist, and legal counsel. Although the claim of "Change in Condition" remains unresolved, and would likely be the subject of dispute between the parties, the project is nearing completion and these last six (6) pins are crucial to completion of the project.

As a result, I have worked with the HL Patten Project Manager, Bruce Anderson, to reduce the cost of the proposed Change Order. As such, with these adjustments in the proposed Change Order from the first draft received, PDA-DPH feels comfortable in approving this Change Order, so long as the parties agree there will be no further Change Orders concerning the proper installation of the toe pins. The proposed work is detailed in the October 13, 2021 cover letter from Bruce Anderson included with the attached CO #8A. This method has been approved by Appledore Marine Engineering.

I am of the opinion that approving this CO #8A is in the best interests of the project and PDA-DPH as it will get this important project to completion within the project appropriation. The current unencumbered balance of the appropriation is \$297,806.76.



P.O. BOX 450, KITTERY, ME 03904

CHANGE ORDER PROPOSAL

#08A

PROJECT: Portsmouth Commercial Fish Pier – Bulkhead Rehabilitation
Portsmouth, NH
GC: H.L. Patten Construction, Inc.
OWNER: Pease Development Authority

DATE: 10/15/21

CHANGE PROPOSED:

The remaining 6 toe pins south of STA 100+00 cannot be installed per the previously approved installation procedure due to a changed condition in the bedrock. The casings will be reinforced and cutting shoes will be attached at the base of each casing. To achieve a seal between the bedrock and the casings the casings will have to be drilled into the bedrock and not hammered. Three inch hollow drill steel will replace the original #18 bar installed as the toe pins.

EFFECT ON CONTRACT SUM: Increase to contract sum: \$71,500.00

EFFECT ON CONTRACT TIME: None

[Signature]
PROPOSAL SUBMITTED:
H.L. Patten Construction

[Signature]
PROPOSAL ACCEPTED:
Pease Development Authority

[Signature]
PROPOSAL ACCEPTED:
Appledore Engineering

Change Order History

Original HL Patten construction contract	\$	1,715,600.00
CO 1		cancelled
11/4/2020 CO 2-Toe Pins etc.	\$	836,847.00
11/17/2020 CO 3-Hydrant credit	\$	(8,000.00)
CO 4-Aluminum siding		cancelled
1/19/2021 CO # 5-hydraulic hoists	\$	11,000.00
5/20/2021 CO 6-Time extension to Nov 24, 2021		zero
10/5/2021 CO 7-Special Items	\$	18,279.71
10/15/2021 CO 8A-additional Toe Pins	\$	71,500.00
Updated HL Patten contract amount	\$	2,645,226.71

Unencumbered Balance

	Total appropriation	\$	(3,250,000.00)
subtract	Updated HL Patten contract amount	\$	2,645,226.71
subtract	Appledore contract amount	\$	324,046.00
subtract	Other invoices paid to date	\$	54,420.53
	Unencumbered Balance to date	\$	(226,306.76)

Brenda Therrien

From: Geno Marconi
Sent: Friday, November 5, 2021 2:24 PM
To: Brenda Therrien
Subject: FW: Emailing: CO#8A Memo

-----Original Message-----

From: Thomas G. Ferrini [mailto:tgferrini@wbtblaw.com]
Sent: Monday, October 18, 2021 9:23 AM
To: Geno Marconi <G.Marconi@peasedev.org>
Cc: Paul Brean <P.Brean@peasedev.org>; Anthony Blenkinsop <A.Blenkinsop@peasedev.org>; Peter S. Cowan <PCOWAN@sheehan.com>
Subject: Re: Emailing: CO#8A Memo

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

I approve.

Sent from my iPhone

> On Oct 15, 2021, at 2:33 PM, Geno Marconi <G.Marconi@peasedev.org> wrote:
>
> Gentlemen,
> Attached is a Change Order that I am requesting your concurrence on. The cover memo explains the request.
>
> Director Ferrini,
> May I recommend that you give me a call at your convenience and I will explain the reference to the previous change order regarding toe pins since that occurred prior to your coming onto the Board.
> 365-0503
> Geno
>
>
> Your message is ready to be sent with the following file or link attachments:
>
> CO#8A Memo
>
>
> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
> <CO#8A Memo.pdf>

Brenda Therrien

From: Geno Marconi
Sent: Friday, November 5, 2021 2:57 PM
To: Brenda Therrien
Subject: FW: Emailing: CO#8A Memo

-----Original Message-----

From: Paul Brean
Sent: Friday, November 5, 2021 2:39 PM
To: Geno Marconi <G.Marconi@peasedev.org>
Subject: Re: Emailing: CO#8A Memo

Sorry, yes I approve.

Sent from my iPhone

> On Nov 5, 2021, at 2:25 PM, Geno Marconi <G.Marconi@peasedev.org> wrote:

>

> Paul,

> I do not believe I got a written approval from you for the file.

> Geno

>

> -----Original Message-----

> **From:** Thomas G. Ferrini [mailto:tgferrini@wbtblaw.com]

> **Sent:** Monday, October 18, 2021 9:23 AM

> **To:** Geno Marconi <G.Marconi@peasedev.org>

> **Cc:** Paul Brean <P.Brean@peasedev.org>; Anthony Blenkinsop <A.Blenkinsop@peasedev.org>; Peter S. Cowan <PCOWAN@sheehan.com>

> **Subject:** Re: Emailing: CO#8A Memo

>

> EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

>

>

>

>

> I approve.

>

> Sent from my iPhone

>

>> On Oct 15, 2021, at 2:33 PM, Geno Marconi <G.Marconi@peasedev.org> wrote:

>>

>> Gentlemen,

>> Attached is a Change Order that I am requesting your concurrence on. The cover memo explains the request.

>>

>> Director Ferrini,

>> May I recommend that you give me a call at your convenience and I will explain the reference to the previous change order regarding toe pins since that occurred prior to your coming onto the Board.

>> 365-0503

>> Geno

>>

>>

>> Your message is ready to be sent with the following file or link attachments:

>>

>> CO#8A Memo

>>

>>


>> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

>> <CO#8A Memo.pdf>

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors authorizes the Executive Director to accept the lowest qualified bid for the Site Lighting Improvement Project funded by a Port Security Grant from the U.S. Department of Homeland Security, and award the contract for the project to Yates Electric Service Inc. in an amount not to exceed \$37,900; all in accordance with a memorandum from Geno J. Marconi, Division of Ports and Harbors Director, dated November 5, 2021, attached hereto.

To: Pease Development Authority (PDA), Board of Directors
 From: Geno J. Marconi, Division Director 
 Re: Site Lighting Improvements, Market St. Terminal, Acceptance of lowest, responsible, qualified bid
 Date: November 5, 2021

In conjunction with a Port Security Grant Award from the US Department of Homeland Security, the Pease Development Authority, Division of Ports and Harbors (the "Division") advertised a public request for bids for Site Lighting Improvements at the Market St. Marine Terminal. This long-anticipated project is of vital importance to the Division as it will allow the Division to replace its existing metal halide lighting with more economical, efficient, dependable, and environmentally friendly LED lighting system.

Along with posting on the PDA website, "Advertisement for Bids" were placed in newspapers of general state circulation on October 6 and 7, 2021. On October 13, 2021 a mandatory pre-bid site visit was held at the Market St. Terminal.

Bids closed at 11:00 AM on October 28, 2021. Below is the result of the bid process.

- Number of registered bidders: 5
- Attendees at mandatory pre-bid site visit: 5
- Number of bids received: 5 (as follows)

	NAME OF BIDDER: (in order of opening)	LUMP SUM BID AMOUNT
1	Richardson Electric	\$46,000.00
2	East Coast Signals	\$52,500.00
3	CDS Unlimited	\$44,950.00
4	Moulison Electric	\$49,000.00
5	Yates Electric Service, Inc (apparent low bidder)	\$37,900.00


A complete review of the bid submissions has been completed to ensure all requirements of the bid have been met before awarding the contract. **Yates Electric Service, Inc. of Durham, NH** has been determined as the lowest, qualified bidder with a lump sum bid price for base bid of \$37,900.00.

Therefore, the Division, recommends that the PDA Board of Directors authorize the Executive Director to accept the lowest qualified bid, and award the contract to Yates Electric Service, Inc. for the Site Lighting Improvements at the Market St. Terminal.

MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with Granite State Minerals, Inc. and to execute a License and Operating Agreement for use of a portion of the Market Street Terminal on terms and conditions substantially similar to those set forth in the memorandum of Division Director Geno J. Marconi, dated November 3, 2021, attached hereto.

Date: November 3, 2021
To: Pease Development Authority ("PDA") Board of Directors
From: Geno Marconi, Director 
Subject: Granite State Minerals/Eastern Salt Company

The Division of Ports and Harbors (the "Division") received a request from Granite State Minerals/Eastern Salt Company ("GSM/ES"), to continue its use of three (3) acres at the Market Street Marine Terminal for the storage of imported road de-icing salt when the current agreement expires in October, 2022. Additionally, GSM/ES is requesting the use of the Main Wharf to dock ships and discharge road salt, and the use of the truck scale for weighing trucks transporting road salt from the terminal.

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

- PURPOSE:** The storage and transportation of road de-icing salt.
- AREAS:** Three (3) acres of paved lay down area at the Market Street Marine Terminal.
Use of the truck scale and scale house.
Use of the Main Wharf.
*All shown on the attached lot map.
- TERM:** Commencing November 1, 2022 for a period of one (1) year with three (3) one (1) year options to be exercised at the discretion of GSM/ES and approved by the PDA Board.
- FEES:** **Storage Fee:** The current rate of \$63,000.00, plus adjustment for the lesser of CPI for all Urban Consumers for the Boston-Cambridge-Newton area or 3%, for storage of road salt for the first year. The storage fee for each option year shall be the storage fee for the prior year plus the annual adjustment equal to the lesser of CPI for all Urban Consumers for the Boston-Cambridge-Newton area or 3% per year.

Scalehouse Fee: The current rate of \$12,000.00, plus adjustment for the lesser of CPI for all Urban Consumers for the Boston-Cambridge-Newton area or 3%, per year for the rental of office space in the scale house for the first year. The scale house fee for each option year shall be the scale house fee for the prior year plus the annual adjustment equal to the lesser of CPI for all Urban Consumers for the Boston-Cambridge-Newton area or 3% per year.

**GUARANTEED
PAYMENT:**

A guaranteed minimum payment of \$450,000.00 per year based on Dockage, Wharfage, and Lay Down shall be made to the Division. In the event that at the end of each yearly term of the agreement, the total revenue paid the Division for Dockage, Wharfage, and Lay Down is not \$450,000.00, GSM/ES shall make payment of any remaining amount.

SECURITY:

Access control and security at the main entrance and the use of security lighting presently installed will be provided by the Division during regular business hours, 0600 through 1600, Monday through Friday. Any additional security, including TWIC escorts shall be billed to GSM/ES at the security rate as set by the Division at that time.

UTILITIES:

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

INSURANCE:

As outlined in Article 7 of the LOA, attached.

**ADDITIONAL
TERMS AND
CONDITIONS:**

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

GSM/ES shall be responsible for restoring the property to the original condition at the termination of the agreement and shall make necessary repairs as needed during the term of the agreement.

ARTICLE 7. INSURANCE

7.1. Insurance. During the term of this License and Operating Agreement, GSM, its subcontractors and agents shall at their expense carry and maintain:

(1) Commercial general liability insurance, including operating liability insurance against claims for personal injury, bodily injury, death or property damage, occurring upon, in or about the Storage Area and other portions of the PDA-DPH utilized by GSM including, without limitation, any improvements thereon and the common areas, sidewalks, streets, parking areas and passageways, such insurance to afford immediate minimum protection at the time of the Term Commencement Date, and at all times during the Term, to a limit of not less than four (\$4,000,000.00) million dollars per occurrence with respect to damage to property and four (\$4,000,000.00) million dollars per occurrence with respect to personal injury or death to any one or more persons and with no deductible or such deductible amount as may be approved by PDA-DPH. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of or related to GSM's operations in connection with this License or on behalf of GSM, or any other person or organization, or involving any owned, non-owned, leased or hired automotive equipment in connection with GSM's activities at the PDA-DPH.

(2) Workers' compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this License.

(3) Longshore and Harbor Workers' Compensation Act insurance coverage for all maritime employment related activities in connection with the rights granted under this License.

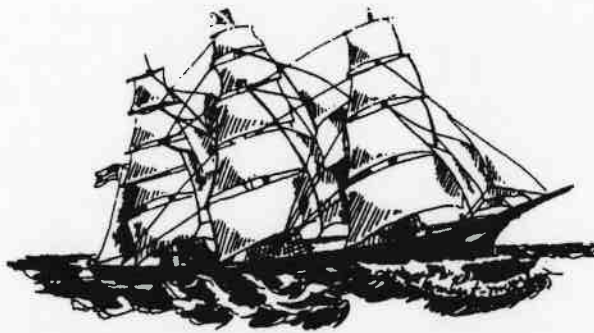
(4) Automobile liability insurance in amounts approved from time to time by PDA-DPH, but not less than One Million Dollars (\$1,000,000) combined single limit for owned, hired and non-owned automobiles.

7.2. All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this License, issued by insurers of recognized responsibility. The policies of insurance required in Section 7.1 shall be for the mutual benefit of PDA-DPH, the State of New Hampshire and GSM with PDA-DPH and State of New Hampshire named as an additional insureds under the commercial general liability and automobile liability insurance policies. Upon the execution of this License (and thereafter not less than fifteen (15) days prior to the expiration date of each policy required pursuant to this Article), GSM shall provide PDA-DPH with certificates of insurance setting forth requisite coverages and coverage amounts for each policy required pursuant to Section 7.1. The certificates of insurance shall bear a notation evidencing payment of premiums or shall be accompanied by other

evidence reasonably satisfactory to PDA-DPH of such payment. The requirement to produce certificates of insurance shall be in lieu of producing copies of the underlying insurance policies. In the event reasonable business necessity requires the production of any policy of insurance GSM agrees to allow PDA-DPH, within five (5) business days of its written request to GSM, to review such policies during normal business hours at a location designated by PDA-DPH.

7.3. All policies or certificates issued by the respective insurers shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of PDA-DPH, the State of New Hampshire or any other person, provide that the insurer shall have no right of subrogation against PDA-DPH or the State of New Hampshire, provide that the policies shall not be canceled without first providing PDA-DPH with thirty (30) days advance written notice, except in cases involving the non-payment of a premium, in which case ten (10) days shall be acceptable, a provision that any liability **insurance coverage** required to be carried shall be primary and non-contributing with respect to any insurance, self-insured or otherwise, carried by PDA and be reasonably satisfactory to the PDA-DPH in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which licensee may have against PDA-DPH.

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.

August 19, 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 request a new 5-year lease agreement for the Market Street Terminal to commence upon the expiration of our current lease which is due to expire on October 31, 2022. All terms and conditions are to remain the same.

Best regards,


Handwritten signature of Shelagh E. Mahoney in cursive script.

Shelagh E. Mahoney
President

MOTION

Director Fournier:

The Pease Development Authority Board of Directors authorizes the Division of Ports and Harbors' ("DPH") to accept the Proposal dated October 12, 2021, submitted by DPH's on-call marine engineers, Appledore Marine Engineering, LLC ("AME") of Portsmouth, New Hampshire, for engineering services related to a Parking/Traffic Study of the Rye Harbor Marine Facility, in an amount not to exceed \$12,000; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated November 5, 2021 attached hereto.

To: Pease Development Authority, Board of Directors ("PDA")
From: Geno Marconi, Director 
Date: November 5, 2021
Subject: Parking Study, Rye Harbor Marine Facility

As the Board is aware, the traffic and parking situation at Rye Harbor Marine Facility ("Rye") has become increasingly congested and problematic primarily due to increased restaurant-style business operating at the Rye Harbor Lobster Pound. In order to research some possible remedies to this situation, the Division of Ports and Harbors (the "Division") received a proposal from its contracted on-call marine engineers, Appledore Marine Engineering, LLC. ("AME"), to provide engineering services for a Parking/Traffic Study at Rye. The proposed cost is \$12,000.00. Please see attached for details of the proposal, which includes the following services:

- Interview stakeholders to obtain input for consideration
- Develop a base plan of the existing access drive and parking lot
- Review and analyze annual reports provided by Division staff to determine the volume of traffic that uses the facility during peak season
- Develop a concept plan identifying potential improvements to traffic flow and parking.

The Division has reviewed the proposal and concurs with the scope of work and corresponding fee.

Therefore, the Division recommends PDA authorize the Division Director to accept the proposal from AME to proceed with the study. If approved, the expense will be paid from the Rye Harbor Operating Budget and results will be reported to the Board as soon as available.



Appledore Marine Engineering, LLC

600 State Street, Suite E | Portsmouth New Hampshire 03801

October 12, 2021

Captain Geno Marconi
Director Division of Ports and Harbors
555 Market Street, PO Box 369
Portsmouth, New Hampshire 03802

Re: Proposal to Provide Engineering Services
Rye Harbor State Marina Parking Study
Rye, New Hampshire

Dear Captain Marconi:

Appledore Marine Engineering, LLC (AME) is pleased to present this Proposal for engineering services for the referenced project. This Proposal outlines the Background, Scope of Services, Schedule of Work, and Fee for the services required to complete the work.

BACKGROUND:

The Rye Harbor marine facility is a multipurpose facility servicing commercial and recreational activities. At times the variety of activities and volume of vehicles results in congestion and conflicts between the various activities. The primary activities include commercial fishing, recreational and commercial vessel launching, seafood sales along the entrance drive, and vessel mooring and storage. This study aims to evaluate the current situation and assess approaches to improve the flow of traffic and parking of vehicles.

SCOPE OF SERVICES:

The scope of services includes the following tasks.

- Interview stakeholders to obtain their input for consideration.
- Develop a base plan of the existing access drive and parking lot.
- Conduct traffic counts on the access drive to determine the volume of traffic that uses the lot. Note – counts completed in the fall will not reflect peak summer use periods.
- Develop a concept plan identifying potential improvements to traffic flow and parking.

SCHEDULE:

AME will commence work on the project immediately upon written notice to proceed. We anticipate providing a draft parking study within 90 days.

FEES:

Fees for consulting services will be on a fixed fee basis in the amount of \$12,000.

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

Thank you for allowing us to present a proposal for this work.

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

Regards,



Noah J. Elwood, PE
President

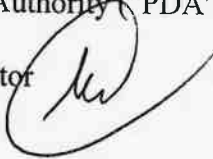
This Proposal is subject and subordinate to the Agreement for Marine Engineering Services between the Parties dated July 1, 2017.

MOTION

Director Anderson:

The Pease Development Authority Board of Directors authorizes the Executive Director to execute a Right of Entry with B.M. Matthews, Inc. F/V Ocean Venture for three (3) years effective January 1, 2022 through December 31, 2024, for the use of the Market Street Terminal pier to unload its catch of fish from the vessel F/V Ocean Venture; all in accordance with the memorandum from Geno J. Marconi, Division Director, dated November 4, 2021 attached hereto.

N:\RESOLVES\2021\DPH - Matthews (Ocean Venture) ROE 11-18-2021.docx

To: Pease Development Authority (“PDA”) Board of Directors
From: Geno Marconi, Director 
Date: November 9, 2021
Subject: B.M. Matthews, Inc., F/V Ocean Venture, Right of Entry, Market St. Terminal

The Division of Ports and Harbors (the “Division”) received a request from B.M. Matthews, Inc. /F/V Ocean Venture (“Matthews”) of 21 Sophie Lane, Hampden, ME 04444 for a Right of Entry (“ROE”) to use the facilities at the Market St. Terminal (the “Premises”).

The Division reviewed the request and recommends approval of the ROE subject to the same terms and conditions:

- PREMISES:** Market St. Terminal, 555 Market St., Portsmouth, NH
- PURPOSE:** Unload catch of fish from the F/V Ocean Venture
- TERM:** January 1, 2022- December 31, 2024
- FEES:** Applicable terminal fees per Exhibit B, including but not limited to the following:
- Pier Use Permit fee-annually
 - Wharfage for year 1, January 1, 2022 through December 31, 2022, \$5.00 per ton of fish discharged.
 - Second and Third years to be determined prior to the beginning of each term
 - Security/TWIC \$37 per hour where applicable
- INSURANCE:** Minimum insurance coverage as outlined in Exhibit A, attached.

EXHIBIT A

TO: RIGHT OF ENTRY HOLDERS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CHARTERS OPERATING ON PROPERTY OF THE STATE OF NH, PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

Right of Entry holders are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. The following are the minimum requirements for insurance coverage:

1. **Protection and Indemnity:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than \$1,000,000.00 per occurrence.
2. **Dockside liability endorsement:** Covering piers, gangways, and docks.
3. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
4. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
5. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors
555 Market St.
Portsmouth, NH 03801
6. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
7. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
8. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

For questions, please contact the Pease Development Authority Legal Department at (603) 433-6348.





MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *fab*
Date: November 9, 2021
Re: Special Event

Cisco Brewers Portsmouth (a/k/a Redhook) will be hosting the Greg Hill Foundation's 9th Annual Jingle All the Way 5K road race to be held on December 4, 2021 starting at 10:00 a.m.



November 8, 2021

Pease Development Authority
55 International Drive
Portsmouth, NH 03801

To Whom It May Concern:

The Greg Hill Foundation is requesting permission to host our 9th Annual Jingle All The Way 5K Road Race in the City of Portsmouth on December 4, 2021. Our Jingle All the Way 5K route is projected to start and end at Cisco Brewers Portsmouth. The race would be scheduled to start at 10AM and end at 11:30 AM. We will hold registration in the morning in the parking of Cisco Brewers Portsmouth and the race would be followed by a reception inside the brewery.

Enclosed with this letter please find the draft of the 5K route. We worked to reduce the number of roads that would need to be closed and also the duration of those closures. This 5K route has been approved by the City of Portsmouth and after consulting with Portsmouth Police Department it has been concluded that 3 detail officers will be needed to assist with traffic flow.

Along the route there will be two water stops for the runners along with volunteers and carolers along the way to help guide and cheer on our participants. We anticipate that we would have anywhere from 700-1000 runners for the event.

For parking, we will be utilizing the parking at Cisco Brewers Portsmouth with overflow parking accommodations made available at Sig Sauer.

This event is a major fundraiser for our foundation. The Greg Hill Foundation, a 501c3 organization and our mission is to help local families who have been touched by tragedy. Since our inception, we have been able to donate over \$15,000,000 to more than 8,000 beneficiaries. This event has been a staple for the foundation and as we look to find a new home for it we sincere hope that Portsmouth can be where it is held year after year.

For more information about the foundation or for any clarifications about the event, please contact me at (978) 930-9734 adam@fmpproductions.com.

Thank you,

Adam Benoit
Director – The Greg Hill Foundation



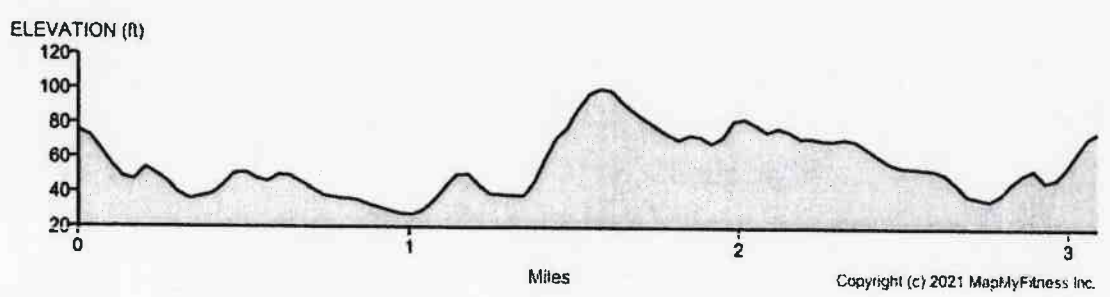
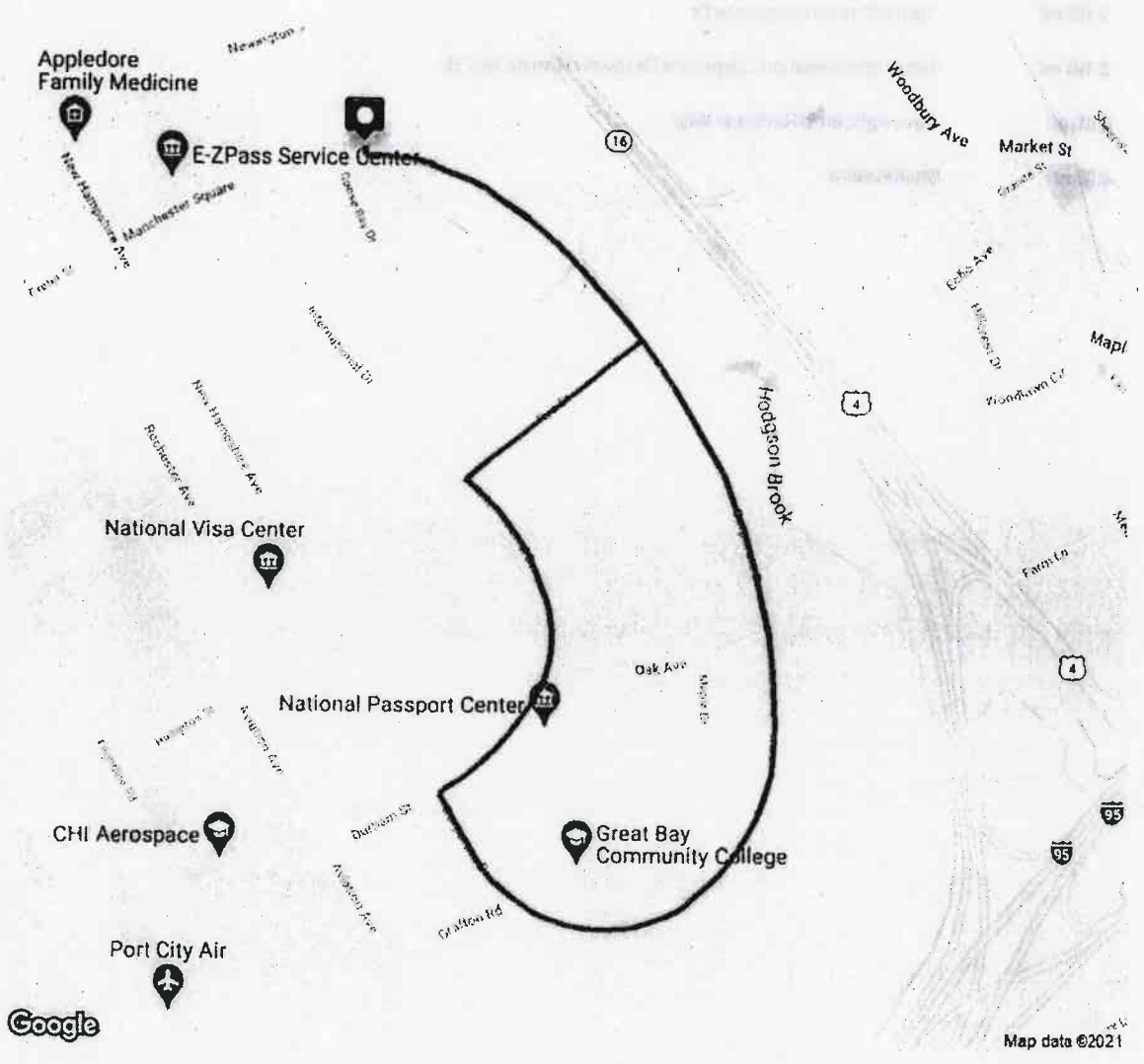
Jingle Cisco

Distance: 3.10 mi

Elevation Gain: 101 ft

Elevation Max: 100 ft

Notes



- 0.00 mi Head south on Redhook Way toward Corporate Dr
- 0.01 mi Turn left onto Corporate Dr

- 1.23 mi** Head southwest on Corporate Dr
- 1.77 mi** Turn right onto International Dr
- 1.78 mi** Head northeast on International Dr toward Oak Ave
- 2.30 mi** Turn right onto Rye St
- 2.36 mi** Head northeast on Rye St toward Corporate Dr
- 2.63 mi** Turn left onto Corporate Dr
- 2.68 mi** Head northwest on Corporate Dr toward Goose Bay Dr
- 3.10 mi** Turn right onto Redhook Way
- 3.12 mi** Destination