

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. Acceptance of Meeting Minutes: Board of Directors' Meeting of November 18, 2021 * (Levesque)**
- III. Employee Recognitions: ***
- IV. Public Comment:**
- V. Finance:**
 - A. Executive Summary *
 - B. Reports:
 - 1. FY2022 Financial Report for the Four Month Period Ending October 31, 2021 *
 - 2. Cash Flow Projections for the Nine Month Period Ending August 31, 2022 *
- VI. Licenses/ROEs/Easements/Rights of Way:**
 - A. Reports: *
 - 1. 2-Way Communications Service, Inc. – Right of Entry – 360 Corporate Drive
 - 2. Port City Air – Hangar 227 – Cold Storage of two Vehicles
 - 3. Skyhaven Flying Club – Exercise option to September 30, 2022
 - B. Approvals:
 - 1. Pease Greeters – Right of Entry Extension * (**Lamson**)
- VII. Leases:**
 - A. Reports*:
 - 1. Sublease between NH Avenue Retail Center, LLC and Family Ear, Nose & Throat, LLC (Suite #210)
 - 2. Sublease between NH Avenue Retail Center, LLC and Family Ear, Nose & Throat, LLC (Suite #170)
 - 3. Sublease between 30 International Drive, LLC and St. Mary's Bank
 - 4. Sublease between 100 International, LLC and TIC – The Industrial Company, Cianbo Corporation and The Middlesex Corporation (Suite #100)
 - B. Approval:
 - 1. Pease Rehab, LLC (aka Northeast Rehabilitation) – 105 Corporate Drive - Lease Extension * (**Fournier**)

VIII. Contracts:

- A. Reports *:
1. Honeywell - Access Control Media Purchase at Portsmouth International Airport at Pease
 2. HID – Maintenance Renewal Form Regarding Assure ID Data Capture (3M) Equipment
 3. HID - Maintenance Renewal Form – Year 3 of 5 year contract
 4. On-Call Electrical Maintenance Services – Martineau Electric
- B. Approvals:
1. Cross Insurance – PDA Insurance * **(Parker)**
 2. USI-New England, Inc. – PDA Insurance * **(Lamson)**
 3. HVAC Bid * **(Anderson)**
 4. Vaisala Data Service - Surface Sensor System for Runway Conditions and Aerodrome Weather Renewal * **(Parker)**
 5. USDA / WS Wildlife Control Proposal at Airports * **(Fournier)**
 6. SHI International Corp – Purchase of Dell Server * **(Levesque)**

IX. Executive Director:

- A. Reports:
1. 2022 Meeting Schedule *
 2. Elections (Vice-Chair and Treasurer) *
 3. Committee Appointments *
 4. PDA Holiday Schedule – 2022 *
 5. Golf Course Operations *
 6. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - (i) Pease Aviation Partners
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) November 2021 *
- B. Approvals:
1. Bills for Legal Services * **(Fournier)**
 2. Runway Deicing Solid * **(Parker)**
 3. Annual Leave Buy Back * **(Levesque)**
 4. Two Hybrid Vehicles – CIP Items * **(Lamson)**

X. Division of Ports and Harbors:

- A. Reports:
1. Port Advisory Council Meeting Minutes - October 13, 2021 *
 2. Port Advisory Council Meeting Minutes – November 10, 2021 *
 3. Commercial Mooring Transfer – Kasztejna – Jalbert *
 4. Change Order Regarding Time Extension - Portsmouth Fish Pier *
 5. Rye Harbor - Lights – Commercial Pier *
- B. Approvals:
1. Trailer Mounted Generators – NH Port Authority * **(Anderson)**

XI. Upcoming Meetings:

Board of Directors December 16, 2021 @ 9:30 a.m.
(Planning Board Public Hearing – Executive AirDock, LLC)

Board of Directors January 20, 2021 @ 8:30 a.m.

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

XII. Directors' Comments:

XIII. Adjournment:

XIV. Press Questions:

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

MOTION

Director Levesque:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, November 18, 2021.

**PEASE DEVELOPMENT AUTHORITY
2021
BOARD OF DIRECTORS' MEETING
MINUTES**

Thursday, November 18,

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; Scott DeVito, Pease Golf Course General Manager; 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 **8:32 a.m.**

II. Non-public Session / Consultation with Counsel:

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

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

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

The non-public discussions commenced at **8:33 a.m.**

Chairman Smith arrived to the meeting at 8:47 a.m.

Director Fournier **moved** the **motion** and Director Ferrini **seconded** that the Board of Directors return to public session at **9:32 a.m.** and the meeting commenced at **9:39 a.m.**

III. Vote of Confidentiality:

Director Lamson **moved** the **motion** and Director Fournier **seconded** that 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.

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

IV. Acceptance of Meeting Minutes: Board of Directors' Meeting of October 21, 2021

Director Anderson moved the motion and Director Parker seconded to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, October 21, 2021.

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

V. Public Comment:

Margaret O'Brien of Bow Street Commercial, indicated she represented the owner of 68 NH Avenue concerning the item on the Board's agenda.

VI. Committees:

A. Reports:

1. Finance Committee

Chairman Ferrini indicated the meeting was held and the Committee went through the financials which are in the Board's packet.

VII. Finance:

A. Executive Summary: *

B. Reports:

1. FY2022 Financial Report for the Three Month Period Ending September 30, 2021

Finance Director Suzy Anzalone ("Anzalone") indicated operating revenues is favorable to budget by just under 9.5% with some revenue line items trending in PDA's favor (golf course public play and facility rentals). There are a couple of line items trending under budget such as airport revenue parking, registration fees and fuel sales at the harbors. Operating expenses are trending favorably by 8.8% year-to-date ("YTD") with cost underruns being located at facilities and maintenance; legal and marketing expenses. Anzalone spoke to PDA's retirement expense and indicated the contribution rate was higher than budgeted which will probably continue to trend over budget. Benefited salaries and wages were over budget in September largely related to the additional preparation for the Air Show. There have been cost overruns in fees and licenses as have had some annual software license fees that were paid earlier in the year but is anticipating will trend out over the year. Anzalone indicated information has been provided to the Board for each of the business units.

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

Anzalone informed the Board that during the first three months of the year, unrestricted cash balances decreased slightly. Also, PDA has been able to fund just under a \$1million in capital expenditures for both grant and non-grant related projects without incurring additional debt.

Anzalone spoke to restricted assets which consists primarily of the Revolving Loan Fund (“RLF”) with current assets of \$1.2 million; 21 loans outstanding and current principal balance of \$980,000 outstanding.

Anzalone indicated that the Board could view the various capital projects she spoke of earlier as they are outlined in the report. Anzalone also informed the Board that a portion of the current liabilities she spoke of were as a result of retainage from the large projects ongoing at the airport and once all of the boxes have been checked off and inspections completed the retainage will be disbursed out to the appropriate entities.

Anzalone indicated that the dips in the cash flow in January and June represent payments made to the City of Portsmouth for the Municipal Services Fees. PDA is maintaining a strong cash balance and use of the Revolving Line of Credit (“RLOC”) is not anticipated over the next nine months for funding.

C. Approvals:

1. Berry Dunn Contract Extension Request

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 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.

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.**

Discussion: Anderson is impressed with Berry Dunn; the only thing he questioned is if this is acceptable / responsible accounting due to the number of years Berry Dunn has contracted with PDA. Brean stated the intent is to go out to RFP next year and are asking for the extension due to the transition in the Director of Finance role and the institutional knowledge of compliance with new GASB requirements.

Smith had the same thought but further stated sometimes accounting firms are limited when working with different agencies. Smith stated that even though PDA will go out for RFP, Berry Dunn may be the entity that PDA ends up with for certain reasons but at least it will go out to bid to see what is out there.

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

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

A. Approvals:

1. NH Department of Transportation – Park and Ride

Director Levesque **moved** the **motion** and Director Lamson **seconded** that **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**

Discussion: Anderson asked if this creates any revenue for Pease; Brean indicated it does not. However, it allows Pease to respect its navigational easements in that area and allows the NHDOT to utilize it as a Park and Ride.

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

2. Great Circle Catering - Food and Beverage Management Service Concession at Portsmouth International Airport at Pease (PSM)

Director Parker **moved** the **motion** and Director Anderson **seconded** that **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.**

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

3. C&J Bus Lines – 47 Durham Street Overflow Valet Parking

Director Fournier **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to 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.**

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

IX. Leases:

A. Reports*:

1. Sublease between One New Hampshire Avenue, LLC and David Wendall Associates, Inc.

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

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

B. Approvals:

1. Executive AirDock, LLC – Letter of Intent

Director Lamson moved the motion and Director Anderson seconded that 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.

Discussion: Lamson indicated it should be stated this entity used to be called Clear Air; Brean stated the previous LLC was named Clear Air and it is now Executive AirDock, LLC, for the intent of marketing of the additional hangars.

Anderson asked if the reference to the \$0.35/sq. ft. rate was standard; Brean indicated it is the standard aeronautical rate per square foot.

Parker asked the potential length of the lease; Brean indicated PDA would be seeking the maximum term which would be 45 years. Parker indicated she looked up the LLC and stated she was surprised the new name came into being on September 26, 2021. Parker indicated this would be an extensive lease for many years and asked Brean if he knew the reason for name change (i.e.; people haven’t changed). Brean stated the principal developer has not changed there was just a change to the LLC name.

Disposition: Resolved by unanimous vote for; motion carried.

2. T-Aviation – Skyhaven Airport – Exercise its First Option Extension of One year

Director Anderson moved the motion and Director Parker seconded that 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.

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

3. 68 New Hampshire Avenue – Consent to Lease Assignment

Director Ferrini **moved** the **motion** and Director Fournier **seconded** that 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 memorandum of Paul E. Brean, Executive Director dated November 12, 2021.

Discussion: Anderson indicated that 68 New Hampshire was the facility that Gather had an agreement to purchase and now it is changing hands. Brean indicated the Gather deal fell through and this is a new deal. Anderson indicated that 68 NH is Kane; Brean affirmed the new deal would be between Kane (through the LLC it formed) and the existing tenant.

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

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

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
 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

Levesque inquired as to the charging station; Brean indicated the patron would need to insert their credit card into the charging station in order to utilize the service.

Fournier indicated the Town of Newmarket looked at charging for the charging stations and found the credit card fees to be more expensive than the electricity and from an economic development perspective with patrons eating at restaurants and visiting the area, decided to forego a charge to utilize the stations.

Anderson asked if the extension for the insurance for the terminal project means the project will be completed by December 31st; Brean stated it is anticipated before that and commended the Engineering team for its planning on this project.

XI. Signs:

A. Approval:

1. 20 International Drive – St. Mary's Bank

Director Parker **moved** the **motion** and Director Anderson **seconded** that 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.

Discussion: Parker indicated a scrivener's error in the date of referencing memo and should read 2021.

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

XII. Executive Director:

Smith left the meeting at 10:07 a.m. and returned at 10:10 a.m.

Levesque left the meeting at 10:11 a.m. and returned at 10:13 a.m.

A. Reports:

1. Golf Course Operations

Scott DeVito (“DeVito”) Pease Golf Course (“PGC”) General Manager, spoke to golf information provided to the Board in the packet; the rounds played are up again this year and anticipate ending the season at over 66,000 rounds played. DeVito indicated Grill 28 sales are up as there is more traffic and there are ten (10) functions book between December 1st and January 1st.

DeVito indicated that the season pass applications have been finalized and sent out; there is a waitlist so are requiring members notify PGC by January 1st of intent by payment.

DeVito indicated the simulators are active with 62 player teams and four player events trending each month.

Anderson asked of the mower; DeVito indicated the mower has not been received but PGC will be the first to receive it when in area. Further, DeVito stated he is thankful PGC locked in on the Toro mower when it did as the same piece of equipment will be selling for \$82,000 next season (the mower was purchased for just under \$70,000). DeVito stated it is the how the current market is operating and further indicated that Ping just announced it will be launching a new line, but that it will not be available until August of 2022.

Fournier stated that his town too has had issues obtaining purchased items and it is all due to the supply chain which makes it very frustrating.

Anderson indicated the Grill 28 sales being a considerable increase from 2020 and asked if the difference was due to COVID. DeVito affirmed and further indicated due to COVID PGC was closed for six to 8 weeks in 2020, capacity was diminished and many people were hesitant to eat inside.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean indicated it was an eclectic month as there was a variety of activity (commercial, charter and transient cargo) flights. Brean commended both PSM and Port City Air (“PCA”) for their handling of transient Afghan refugee flights received as they showed compassion and care to those who arrived which is an indicator on how the airport supports issues that occur globally.

Brean indicated that there were just over 6,100 enplanements for October and Allegiant activity outpaced charter enplanements for the month of October; this will bring PSM to just about 61,000 annual enplanements for the year. Brean put into perspective the enplanements being on course with numbers reached in 2017 (pre-COVID); further the load factors the last couple of weeks on Allegiant have been incredibly high. Brean spoke to higher load factors, parking revenue increased and activity at the airport in October with approximately 1.5 million gallons of fuel (77% is the CRAFT reserve air / DOD contracts; 8% is commercial activity and 15% is general aviation / corporate activity) sold.

Brean indicated Allegiant will start its new service to Tampa Bay / Clearwater FL (PIE) on February 16th; will see increased capacity coming in the next couple of weeks through to April to the two destinations (Punta Gorda and Sanford / Orlando) and starting in February anticipate almost daily flights to each destination.

Brean stated that the Defense Logistics Agency (“DLA”) has awarded the contract for military transient fueling at PSM to PCA; this will run from November 3, 2021 through March 31, 2025.

Brean spoke to the terminal expansion and welcoming the Board to a holiday luncheon at the terminal in December after the Board meeting.

Anderson asked of the cash back credit card that was referenced at the meeting last month; Brean deferred to Finance Director Anzalone regarding this. Anzalone indicated PDA will be looking into making more of its account payable purchases through the use of a credit card with a cash back incentive. Anzalone indicated she will be reaching out to Provident and will be reviewing the various options to see which program would be best suited for PDA.

b) Skyhaven Airport (DAW)

The T-Aviation lease extension has been approved and have a solid footing on the general aviation repairs at Skyhaven and are happy to have that amenity offered at Skyhaven. Brean indicated that the fuel numbers were down at Skyhaven which is anticipated being due to the heavy rains this summer.

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

There were no noise inquires for the month of October.

B. Approvals:

1. Bills for Legal Services

Director Fournier **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 \$5,162.00 for legal services rendered to the Pease Development Authority from Sheehan Phinney Bass & Green for October 1, 2021 – October 31, 2021 in the amount of \$2,755.00 (for Tradeport General Representation); October 1, 2021 – October 31, 2021 in the amount of \$1,711.00 (in support of MS4 and CLF settlement implementation); October 1, 2021 – October 31, 2021 in the amount of \$406.00 (for Division of Ports and Harbors) and October 1, 2021 – October 31, 2021 in the amount of \$290.00 (for Division of Ports and Harbors - Portsmouth Fish Pier) for a total of \$5,162.00.**

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

XIII. Division of Ports and Harbors:

A. Reports:

Geno Marconi (“Marconi”), Division of Ports and Harbors Director, reported that generally included in the Board packet are the minutes of the Port Advisory Council, but the timing between meetings did not allow for the minutes to be included this month so they will be provided to the Board at the December meeting.

Commercial Mooring Transfer – Devine to Moore

Marconi indicated this Commercial Mooring Transfer is down in Hampton and is allowable per the Delegation of Authority. The request is reviewed by the local Harbormaster who makes a **recommendation** to the Chief Harbor Master, who makes a **recommendation** to Marconi who reviews to make sure it is consistent with the Code of Administrative Rules. Marconi passes the request along to Brean to be signed

off through the Delegation of Authority.

2. Portsmouth Fish Pier – Change Order 8A

Marconi indicated the Change Order is in the amount of \$71,500; as they were putting in the last five or six toe pins and due to the fracture of the rock, the holes being made were so big they were not holding the pins in place. Therefore, the alternative was to get a larger drill steel which met the sheer strength of the toe pin and would pump grout ultimately getting into the cracks in the ledge forming its own footprint (the drill steel stays in and becomes the toe pin). While the change order was considerably higher, DPH worked with the contractor to come to an agreement on the current pricing. Therefore, through the Delegation of Authority, Marconi went to Treasurer Ferrini and Brean for approval and all the toe pins are now in and are in the process of pouring the concrete over the top of the wall. Anderson asked of the pricing discussed and a figure on the paperwork dated October 15th of \$82,917.90; Marconi indicated this was a figure that the contractor provided but Marconi would not accept it. Therefore it was negotiated down to the \$71,500. Marconi indicated the Piscataqua River is known to be over fractured ledge.

Levesque indicate the original contract came in at \$1.7 million and currently is at \$2.7 million; asked when this project would be done. Marconi indicated it is close as there are only two outstanding items which goes back to earlier discussions of supply chain. Marconi indicated the electrician is having difficulty obtaining a stainless steel component; so for it to be functional, and for the meantime, he has utilized regular grade instead of the stainless steel as called for in the design. Therefore, when the stainless steel component is available the electrician will switch out the components. Lastly, Pike Industries indicated it would be closing the batching plant down so they won't be putting the final coat of pavement down until Spring. The binder coat will be trucked in from a batch plant in Massachusetts so there will be a couple of inch difference until next Spring.

Levesque asked Marconi if there were any further anticipated change orders as concerned with the \$1 million difference in taxpayer monies. Marconi reminded the Board that DPH budgeted \$3.25 million for its projected cost of the project and even though the contractor provided a low bid; DPH is still within its appropriated budget for this project.

Anderson indicated one of the major differences in the bids received was HL Patton mobilizing from land and the others to mobilize utilizing marine equipment (from the water). Anderson also mentioned the engineering issue for an \$800,000 change order. Marconi indicated DPH had done its due diligence in the design phase and had put the capital request into the state for \$3.25 million for this project.

Lamson stated this has been a tough project and with all of the considerations that have occurred with supplies etc., she commended Marconi for bringing this to the finish point. Marconi indicated that it has been a team effort.

Smith asked if it is a requirement that the low bidder is chosen; Brean indicated that PDA statute does not require the low bidder is chosen but he cannot speak for the DPH group. Marconi indicated when the bid was received DPH went through the bid with engineers and contractor to make sure they had the experience and qualifications for the project. Marconi indicated it has occurred in the past when a low ball bid was received and found out there were no references or experience in performing the necessary type of work, it was determined they were not qualified to perform the work and DPH went to the next bid.

Parker asked Marconi if the Turning Basin project had commenced; Marconi stated due to the

weather the dredge equipment was stopped from coming up river. Marconi further stated barges with cranes / excavators on them are restricted due to insurance / stability certificate on the barge if there are more than 2 foot seas (limitations to movement).

Levesque asked of the recent mooring and winter storage increases; Marconi indicated only increase has been to the winter storage in Rye & Hampton; the mooring increase was done a couple of years ago.

Levesque asked if there would be a price increase to the vendors at the different ports / property; Marconi indicated it is being reviewed. Further, Marconi indicated that each of the vendors have a different footprint and they are paying a flat fee and some are occupying more square footage than others. Looking at proposing for consideration by the Board a proposed ground rental fee to make it more equitable.

Levesque asked if there were anything of importance to advise the Board concerning the recent Port Advisory Committee meeting; Anderson indicated that on the Market Street project DPH was short out of the gate; it had to go to Concord in the amount of \$1.4 million (construction and mitigation). Marconi indicated DPH went out to bid on the BUILD project and the whole project was approximately \$930,000 short due to the price of steel. The grant was received in December of 2018 and it took over a year between DPH and the Maritime Administration to work through things in order to get the document approved (approved in early 2020). With the outbreak of COVID the Governor put a freeze on all capital projects and by the time design and permitting of the project was completed it took over a year (approval was received from the Governor's office to utilize the capital funds). DPH went out to bid in October 2021, from 2018 to 2021, the costs within the budget went up dramatically (especially the cost of steel). There had been an alternate delete item included in the bid which was the amount of money the contractor would remove from the base bid to remove part of the construction. That alt delete would have left a hole in the middle of the pier. Marconi was urged, where the delay in the project was COVID related, to request additional funding through GOFERS program. Marconi wrote letters to both the Governor and the Fiscal Committee explaining the importance of the project and part of the \$930,000 request was to fill the hole. Marconi also spoke of a DES mitigation component that was being considered to be inserted into the permit. This project has been in the wheelhouse for years and during that period, permits needed to be in hand for consideration. However, funding was not received but the permit was good for five years. At the end of the term Marconi asked for an extension so in 2018 when grant was awarded DPH had a valid / active permit but then it expired. The two previous permits referenced the compensatory mitigation in accordance with the ENV Administrative Rule being waived due to prior mitigation DPH had performed for a project that was never built which exceed what this project was. Therefore, after working with DES who stated if DPH did a mitigation project it would cover all of the construction started until the completion of the Functional Replacement project. So a second part of the request was for \$500,000 of wetlands mitigation to move the project ahead.

Anderson asked Marconi if he was comfortable that the \$500,000 would take care of the mitigation issues being required or will that have to be bid out. Marconi indicated the \$500,000 was information provided by DES and based on the work that was done by UNH prior to this on the Sarah Long Bridge. DES was going to reach out to UNH who did the mitigation and will work with UNH to have them complete its project (Marsh Grass Project); this information was received from Rene Pellitier at DES.

B. Approvals:

1. Site Lighting Upgrade – 555 Market Street Marine Terminal

Director Ferrini moved the motion and Director Fournier seconded that **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.

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

2. Granite State Minerals – License & Operating Agreement

Director Levesque moved the motion and Director Lamson seconded that **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.**

Discussion: Ferrini indicated he assumed this was for salt storage on the pier, and asked if there is any environmental mitigation in place for this or does it not constitute a risk for environmental hazard. Also, Ferrini asked how is it handled. Marconi indicated it goes back many years and the EPA told DPH salt was covered under its general stormwater plan but scrap metal when located on the property had to have its own stormwater plan.

Disposition: Resolved by unanimous vote for; motion carried.

3. Appledore Marine Engineers - Proposal for Rye Harbor Parking Study

Director Fournier moved the motion and Director Lamson seconded that **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.**

Discussion: Levesque asked when it is anticipated the study would be completed; Marconi does not have a specific timeframe at this time. Once the approval is received, Marconi will sit down with Appledore and set up a schedule.

Anderson asked Marconi to explain that Appledore would be subcontracting with another engineering company; Marconi indicated they work with other entities and would be working with Altus in Portsmouth in this instance.

Parker indicated with data collection typically there is a labor cost associated with the collection and is assuming the data may already be collected; Marconi indicated that Judy Dubois ("Dubois") manages things in Rye Harbor. Dubois is detail oriented and has already collected numbers which have been provided to Appledore and which were utilized in the creation of the proposal.

Anderson indicated he would not support this motion as he believes it is beyond the scope of Appledore. It may be that Appledore suggests for \$100,000 in construction work to remedy the situation; however, he

believes there is a lot of in-house remedy that could take place in order to avoid this cost. Anderson is not convinced it is a good expenditure.

Lamson asked Anderson what he was referring to when he was speaking to in-house; Anderson indicated the in-house is the historic information DPH currently has. First this is just a study and they may come back and say for \$X the situation can be remedied with a change to the entrance and exit. Lamson asked if the Board did not agree with the results from the study and wanted a second opinion, Lamson asked if Appledore needed to be used all the time. Marconi indicated he went through Appledore to expedite the process as he knew they had a consultant that does parking lots etc. Marconi indicated it could be that the study makes a wide variety of **recommendations** such as tear down for X amount of money; leave it alone; or various items to improve the situation. Marconi indicated one of the items it was having addressed would be whether or not the entrance / exit is up to code (anticipated it is not). Marconi indicated it is up to the Board to decide what to do once the study is complete and delivered for consideration and DPH recommendations.

Parker asked if the \$12,000 were for staff and compilation of reports and data; Marconi affirmed.

Disposition: Resolved by (6-1) (Anderson opposed) vote for; motion **carried**.

4. Right of Entry – F/V Ocean Venture

Director Anderson **moved** the **motion** and Director Lamson **seconded** that 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.**

Discussion: Anderson indicated this was a good proposal which this has occurred for the past two or three years. Further, the State of New Hampshire has been allocated a catch of 1.1 million pounds of menhaden and every year that catch limitation has been exceeded. Therefore, New Hampshire has received allocations from other states increasing the pounds caught. Anderson stated this entity fishes the New England waters down to NJ and brings the catch back to NH to unload it. Marconi indicated if they are in state waters there is a need for a state permit but if in federal waters they don't need a permit. A photo of the area at the pier showing the vessel was displayed so the Board could view the boat as Marconi explained how the fish are moved to from the vessel to large trucks and hauled away.

Anderson indicated that fishermen are dependent on herring but it has declined; the herring allocation for all of New England was caught in one day due to the limited allocation which is why menhaden has become an important source of bait.

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

XIV. New Business:

XV. Special Event:

A. Report:

1. Jingle all the Way 5K Road Race to be held on December 4, 2021 in support the Greg Hill Foundation

XVI. Upcoming Meetings:

Board of Directors

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

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

Brean informed the Board that the December meeting could start an hour later as the PDA holiday luncheon would follow the meeting over to the terminal

XVII. Directors' Comments:

Lamson thanked the Executive Director for getting the City of Portsmouth to fill in the potholes and make additional repairs to the roadway on Arboretum Drive.

Smith indicated that the PFAS health study is still open for individuals to register and see if they are eligible for the study and contact can be made by calling 846-6192 or by e-mailing: peasestudy@cdc.gov.

Brean indicated the Board has the ability to push back the December Board meeting by an hour in an effort to create a buffer behind the Allegiant flight so we can hold the Holiday Luncheon at the finished terminal; Blenkinsop indicated the meeting could start 9:30 a.m. and could head over to the luncheon afterward.

XVIII. Adjournment:

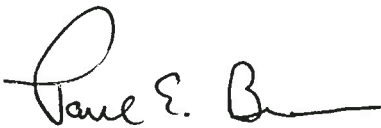
Director Ferrini **moved** the **motion** and Director Fournier **seconded** to adjourn the Board meeting. Meeting adjourned at **11:04 a.m.**

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

XIX. Press Questions:

No questions from the press.

Respectfully submitted,



Paul E. Brean
Executive Director

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul Brean, Executive Director *PAB*
Date: December 8, 2021
Re: Employee Recognition

The following employees are to be recognized for their years of service to the Pease Development Authority:

15 years

Ed Pottberg, Airport Security Administrator

30 years

Scott DeVito, Pease Golf Course General Manager
Jessica Patterson, IT Administrator

Date: December 1, 2021

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming December 16, 2021 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the four months ended October 31, 2021:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	6,750	6,317	433
Operating Expenses	4,154	4,673	519
Operating Income	2,596	1,644	952
Depreciation	2,325	2,373	48
Non Oper. (Inc)/Exp	(3)	41	0
Net Operating Income	274	(770)	1,044

Operating revenues continue to trend favorably totaling \$6.7 million (6.9% favorable) year-to-date. Favorable variances include golf course public play, facility rental, wharfage and dockage fees and merchandise sales. Revenue underruns consist of airport fuel flowage fees, airport parking fees, registration fees and fuel sales at the Harbors.

Operating expenses of \$4.2 million are also trending favorably by 11.1% year-to-date. We are realizing expense underruns in wages (partly due to open positions) building and facilities expenses, legal expenses, and marketing. Notable cost overruns include prepaid expenditures for golf course fertilizer and vegetation control for next year's season, annual subscription expenses and cost of goods sold for golf merchandise. Audit fees are also over budget. This line item was budgeted evenly over the year and the majority of the annual audit fees are paid early in the fiscal year for the prior year's audit. We can expect this line item to "even out" during the remainder of the year. Year-to-date consolidated Net Operating Income is \$274,000 with a favorable variance of just over \$1 million.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) incl Security			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	645	670	(25)
Operating Expenses	868	1,063	195
Operating Income	(223)	(393)	170
Depreciation	1,527	1,548	21
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	(1,750)	(1,941)	191

Portsmouth Airport operating revenues are below to budget by \$25,000 on a year-to-date basis as fuel flowage and parking fees are trending lower. Operating expense are favorable by \$195,000 (18.4% favorable) mainly attributable to underruns in building and facilities, wages (due to open positions) and marketing. Notable year-to-date cost overruns include liability insurance due to builders risk insurance renewal, computer services and hardware and event expenses related to the airshow.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	76	84	(8)
Operating Expenses	85	79	(6)
Operating Income	(9)	5	(14)
Depreciation	171	181	10
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	(180)	(176)	(4)

Operating revenues at Skyhaven are under budget by \$8,000 year-to-date and continue to be the result of lower fuel sales (6,187 gallons YTD for FY22 vs. 10,622 YTD in FY21). Operating expenses are \$6,000 over budget, mainly attributable to higher building and facilities costs. As mentioned in previous reports, 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)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	3,330	3,157	173
Operating Expenses	124	192	68
Operating Income	3,206	2,965	241
Depreciation	248	255	7
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	2,958	2,710	248

Year-to-date Tradeport revenue is favorable by \$173,000 (5.5%) mainly residing in facility rentals. Operating expenses are under budget by \$68,000 on a year-to-date basis with the majority of cost underruns in building and facilities.

Golf Course

Pease Golf Course			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,685	1,375	310
Operating Expenses	830	811	(19)
Operating Income	855	564	291
Depreciation	120	121	1
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	735	443	292

Year-to-date Golf Course operating revenues are \$310,000 (22.6%) favorable to budget. Favorable results include fees for public play and merchandise sales. Cost overruns of \$19,000 in operating expenses are mainly attributable to prepaid fertilizer and vegetation control expenses for next season, annual software subscriptions and cost of goods sold for merchandise.

Division of Ports and Harbors-Unrestricted

Division of Ports and Harbors (Unrestricted)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	974	979	(5)
Operating Expenses	806	862	56
Operating Income	168	117	51
Depreciation	207	212	5
Non Oper. (Inc)/Exp	(1)	(2)	0
Net Operating Income	(38)	(93)	55

Unrestricted operating revenues for the DPH were slightly under budget (\$5,000) mainly due to lower parking fees and fuel sales but offset by higher wharfage and dockage fees and facilities rent. Operating expenses are under budget by \$56,000 year-to-date. Wages are trending favorably as seasonal labor expenses are lower than budget, fuel purchases are also under budget.

Balance Sheet/Statement of Net Position

(\$ 000's)	As of 10/31/2021	As of 6/30/2021
Assets		
Current Assets	8,381	8,884
Restricted Assets	1,564	7,604
Capital Assets	95,431	96,350
Total Assets	105,376	112,838
Liabilities		
Current Liabilities	5,664	14,237
Non-Current Liabilities	14,554	14,558
Total Liabilities	20,218	28,795
Net Position		
Net Invest. in Cap Assets	92,571	92,492
Restricted	1,301	(4,791)
Unrestricted	(7,420)	(2,365)
Total Net Position	86,452	85,336

Our balance sheet remains strong with current assets of 8.4 million as of October 31st. This includes unrestricted cash of \$5.9 million and \$2.1 million in receivables.

Restricted assets total \$1.6 million and consist primarily of the Revolving Loan Fund which has total assets of \$1.2 million.

Year-to-date capital expenditures total \$1,416,000 and include expenditures for the PSM Terminal Expansion, Lowery Lane, construction at the Portsmouth Fish Pier and equipment replacement at PSM.

Current liabilities as of October 31st total \$5.7 million. A significant portion of current liabilities (\$3.0 million) consist of various accrued expenses including accrued vacation and sick time, accrued municipal services fees due in December and outstanding gift certificates at the golf course. Also included in current liabilities is retainage payable of \$2.6 million related to construction activities at the airport.

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

Nine-month period, cash inflow projections (excluding DPH) are estimated at \$15.3 million mainly provided by operating revenues. Cash outflows, estimated at \$17.4 million, include \$2.5 million in grant related and \$3.5 million in non-grant related capital expenditures, as well as outflows from normal operating expenses. The chart below shows healthy cash balances over the next nine month period. You will also note that there are no anticipated draws on our line of credit as well. 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 FOUR MONTH PERIOD
ENDING OCTOBER 31, 2021



BOARD OF DIRECTORS MEETING
DECEMBER 16, 2021



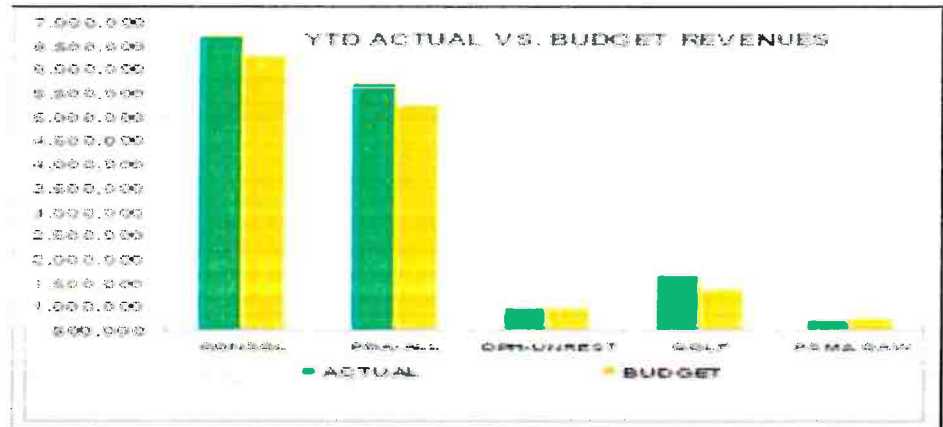
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures – Four Months Ended October 31, 2021

Trends:

YTD revenue higher by 6.9%:

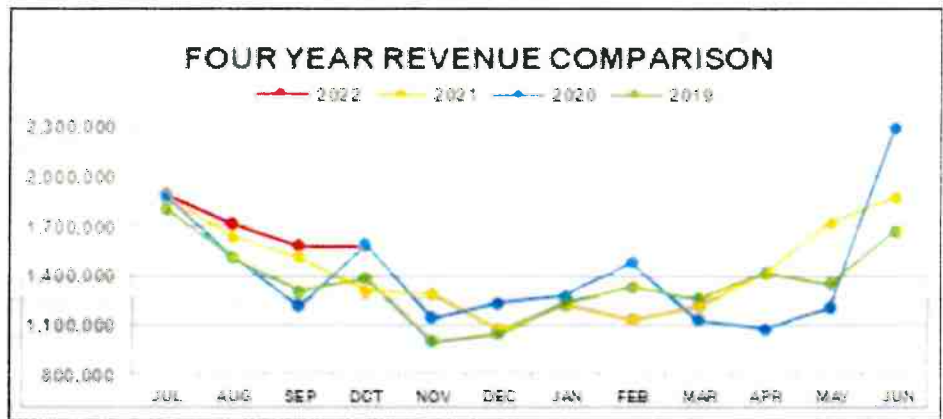
- Golf & Merchandise Revenues, Facility Rental
- Offset by lower Parking, Fuel sales, Registration fees, Fuel flowage



Trends:

July revenues include annual rent payment-Great Bay Comm. College

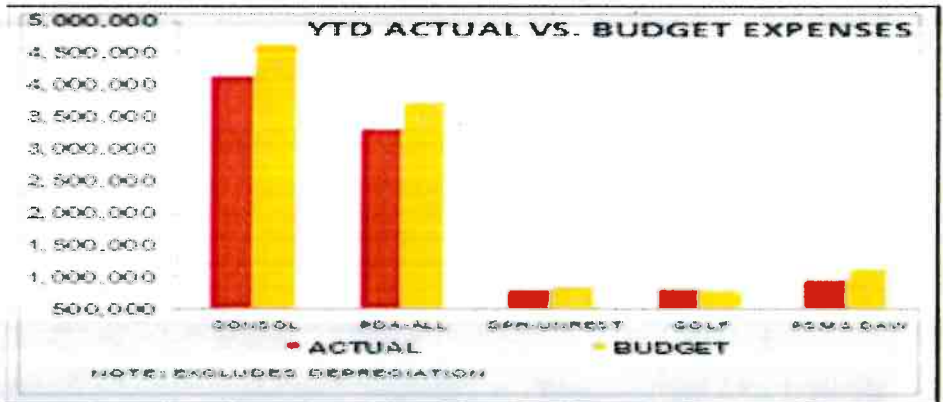
June revenues include increase in Golf fee revenue.



Trends:

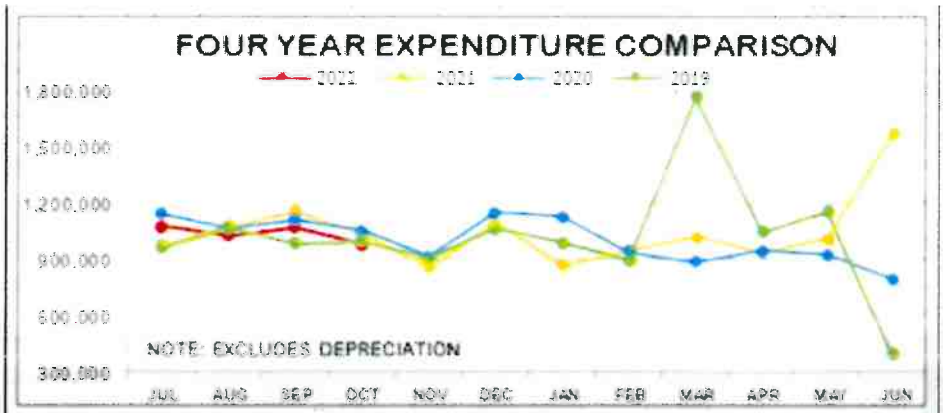
Operating Expenses lower by 11.1%:

- Wages & Benefits, Building & Facilities, Professional Fees & Marketing trending lower than budget
- Offset by cost overruns in Chemicals (golf course), Golf merchandise, Audit fees, Software License Fees



Trends:

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



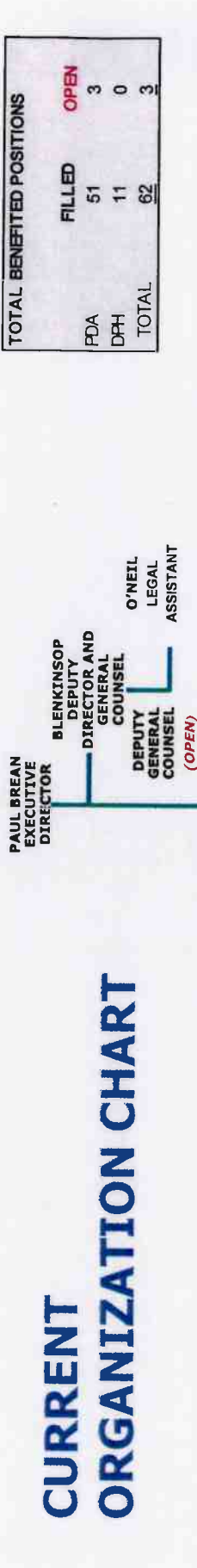
PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Four Months Ending October 31, 2021

	Actual	Budget	Variance	%	Actual	Budget	Variance	%
	Oct FY 2022	Oct FY 2022	From Monthly Budget	Variance	YTD FY 2022	YTD FY 2022	From YTD Budget	Variance
OPERATING REVENUES								
FACILITY RENTAL								
FACILITIES	\$881,821	\$1,020,296	(\$138,475)	(13.6%)	\$3,645,457	\$3,532,360	\$113,097	3.2%
CARGO AND HANGARS	13,921	12,460	1,461	11.7%	55,209	53,783	1,426	2.7%
	<u>895,742</u>	<u>1,032,756</u>	<u>(137,014)</u>	<u>(13.3%)</u>	<u>3,700,666</u>	<u>3,586,143</u>	<u>114,523</u>	<u>3.2%</u>
CONCESSION REVENUE	54,663	63,078	(8,415)	(13.3%)	204,852	218,963	(14,110)	(6.4%)
FEE REVENUE								
AVIATION FEES		667	(667)	(100.0%)		2,667	(2,667)	(100.0%)
FUEL FLOWAGE	61,033	83,222	(22,189)	(26.7%)	216,371	233,597	(17,226)	(7.4%)
PSM TSALEO REVENUE	3,010	1,667	1,343	80.6%	7,800	6,667	1,133	17.0%
PSM SECURITY REVENUE	1,900	1,167	733	62.9%	10,020	4,667	5,353	114.7%
GOLF FEES	189,063	100,000	89,063	89.1%	1,125,853	880,000	245,853	27.9%
GOLF SIMULATORS	2,410	1,116	1,294	116.0%	3,940	1,243	2,697	217.0%
GOLF MEMBERSHIPS	50,642	50,642	0	0.0%	202,569	202,568	1	0.0%
GOLF LESSONS	964	2,125	(1,161)	(54.6%)	20,852	8,500	12,352	145.3%
MOORING FEES	38,940	36,333	2,607	7.2%	155,760	145,333	10,427	7.2%
PARKING	29,887	21,476	8,411	39.2%	175,974	196,014	(20,039)	(10.2%)
PIER USAGE FEES	2,537	8,417	(5,880)	(69.9%)	20,303	33,667	(13,364)	(39.7%)
REGISTRATIONS		18,667	(18,667)	(100.0%)	1,136	74,667	(73,531)	(98.5%)
TERMINAL FEES				-				-
WHARFAGE AND DOCKAGE	88,455	46,975	41,481	88.3%	253,339	187,899	65,440	34.8%
COVID 19 REIMBURSEMENT				-				-
	<u>468,841</u>	<u>372,474</u>	<u>96,370</u>	<u>25.9%</u>	<u>2,193,917</u>	<u>1,977,489</u>	<u>216,431</u>	<u>10.9%</u>
FUEL SALES	56,350	70,915	(14,565)	(20.5%)	288,451	331,149	(42,698)	(12.9%)
INTEREST INCOME								
LOAN INTEREST	2,600	2,750	(150)	(5.4%)	10,283	11,000	(717)	(6.5%)
OTHER REVENUES								
MERCHANDISE	30,586	23,417	7,170	30.6%	158,068	93,667	64,401	68.8%
ALL OTHER	65,946	22,140	43,806	197.9%	193,731	98,497	95,234	96.7%
	<u>96,532</u>	<u>45,557</u>	<u>(50,975)</u>	<u>(111.9%)</u>	<u>351,799</u>	<u>192,164</u>	<u>(159,636)</u>	<u>(83.1%)</u>
TOTAL OPERATING REVENUE	1,574,728	1,587,530	(12,799)	(0.8%)	6,749,968	6,316,908	433,065	6.9%
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	325,836	381,537	55,701	14.6%	1,345,169	1,367,867	22,698	1.7%
BENEFITED OVERTIME	19,477	28,452	8,976	31.5%	70,689	80,157	9,468	11.8%
NON-BENEFITED REGULAR	48,174	67,658	19,484	28.8%	295,056	334,183	39,127	11.7%
NON-BENEFITED OVERTIME	4,246	1,730	(2,516)	(145.4%)	11,978	7,609	(4,369)	(57.4%)
ACCRUED VACATION BENEFITS	(2,193)		2,193	-	(26,908)		26,908	-
ACCRUED SICK TIME BENEFITS	(535)		535	-	(3,821)		3,821	-
WAGE TRANSFERS OUT	(3,558)		3,558	-	(3,558)		3,558	-
	<u>391,447</u>	<u>479,377</u>	<u>87,931</u>	<u>18.3%</u>	<u>1,688,605</u>	<u>1,789,816</u>	<u>101,212</u>	<u>5.7%</u>
FRINGE BENEFITS								
DENTAL INSURANCE	5,470	5,940	470	7.9%	22,449	23,756	1,307	5.5%
HEALTH INSURANCE	102,650	110,833	8,182	7.4%	421,718	443,283	21,565	4.9%
LIFE INSURANCE	2,399	2,462	63	2.6%	9,285	9,873	588	6.0%
NEW HAMPSHIRE RETIREMENT	47,519	42,994	(4,525)	(10.5%)	196,295	172,230	(24,065)	(14.0%)
POST RETIREMENT BENEFITS	9,677	10,414	737	7.1%	40,530	41,656	1,126	2.7%
OPEB EXPENSE				-				-
BENEFIT TRANSFERS OUT				-				-
	<u>167,715</u>	<u>172,643</u>	<u>4,927</u>	<u>2.9%</u>	<u>690,277</u>	<u>690,798</u>	<u>521</u>	<u>0.1%</u>
TOTAL WAGES & FRINGES	559,162	652,020	92,858	14.2%	2,378,882	2,480,614	101,732	4.1%
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE	2,957	6,900	3,943	57.1%	3,716	27,600	23,884	86.5%
COVID-19		2,671	2,671	100.0%	518	10,683	10,165	95.2%
CHEMICALS	28,562	7,810	(20,753)	(265.7%)	59,640	31,239	(28,401)	(90.9%)
ENVIRONMENTAL TESTING		7,992	7,992	100.0%	6,018	31,967	25,949	81.2%
EQUIPMENT MAINTENANCE	23,064	28,109	5,045	17.9%	77,409	120,028	42,619	35.5%
FACILITIES MAINTENANCE	48,681	65,832	17,151	26.1%	225,560	263,329	37,769	14.3%
LANDSCAPING	3,807	2,293	(1,514)	(66.0%)	9,031	9,173	143	1.6%
NAVIGATION MAINTENANCE		12,833	12,833	100.0%		51,333	51,333	100.0%
OTHER EXPENSES		2,500	2,500	100.0%		10,000	10,000	100.0%
SECURITY	11,485	16,775	5,290	31.5%	46,545	73,462	26,917	36.6%
SNOW REMOVAL		14,750	14,750	100.0%		59,000	59,000	100.0%
EXPENSE TRANSFERS				-				-
WAGE TRANSFERS IN				-				-
BENEFIT TRANSFERS IN				-				-
	<u>118,556</u>	<u>168,465</u>	<u>49,908</u>	<u>29.6%</u>	<u>428,437</u>	<u>687,814</u>	<u>259,377</u>	<u>37.7%</u>

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct 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	188	178	(10)	(5.4%)	594	713	119	16.7%
EMPLOYER FICA	29,770	36,380	6,609	18.2%	129,376	136,984	7,608	5.6%
UNEMPLOYMENT INSURANCE		593	593	100.0%		2,374	2,374	100.0%
WORKERS COMPENSATION	6,498	6,586	88	1.3%	25,993	26,344	351	1.3%
BAD DEBT EXPENSE		83	83	100.0%		333	333	100.0%
BANK FEES	6,502	7,472	970	13.0%	36,520	29,887	(6,633)	(22.2%)
COMPUTER EXPENSES	3,457	8,633	5,176	60.0%	29,490	34,533	5,043	14.6%
DISCOUNTS AND LATE FEES	(29)		29	-	(818)		818	-
EQUIPMENT UNDER \$5,000	6,715	6,246	(470)	(7.5%)	17,564	26,105	8,541	32.7%
FEES AND LICENSES	5,794	4,732	(1,062)	(22.4%)	38,185	18,929	(19,256)	(101.7%)
INSURANCE	25,729	23,496	(2,233)	(9.5%)	106,139	97,082	(9,057)	(9.3%)
OFFICE EQUIPMENT	1,510	1,707	197	11.5%	5,783	6,828	1,045	15.3%
PROFESSIONAL DEVELOPMENT	4,230	5,025	795	15.8%	13,675	20,100	6,425	32.0%
SUPPLIES	9,337	6,586	(2,751)	(41.8%)	38,367	26,344	(12,024)	(45.6%)
TELEPHONES AND COMMUNICATIONS	7,802	11,782	3,980	33.8%	42,357	47,377	5,020	10.6%
TRAVEL AND MILEAGE	4,141	2,619	(1,522)	(58.1%)	10,283	10,475	192	1.8%
OTHER EXPENSES	2,501	5,242	2,741	52.3%	8,204	20,968	12,764	60.9%
	<u>114,145</u>	<u>127,360</u>	<u>13,215</u>	<u>10.4%</u>	<u>501,712</u>	<u>505,376</u>	<u>3,664</u>	<u>0.7%</u>
UTILITIES								
ELECTRICITY	40,945	43,690	2,745	6.3%	184,814	174,769	(10,045)	(5.7%)
ELECTRICITY TRANSFERS			-	-			-	-
HEATING OIL			-	-	81	478	396	83.0%
NATURAL GAS	1,186	5,416	4,230	78.1%	4,326	21,666	17,340	80.0%
NATURAL GAS TRANSFERS			-	-			-	-
PROPANE	1,765	2,212	447	20.2%	8,357	10,894	2,537	23.3%
WASTE REMOVAL	10,481	7,300	(3,181)	(43.6%)	39,305	29,200	(10,105)	(34.6%)
WASTE REMOVAL TRANSFERS			-	-			-	-
WATER	1,511	8,537	7,026	82.3%	12,070	27,432	15,362	56.0%
WATER TRANSFERS			-	-			-	-
	<u>55,888</u>	<u>67,155</u>	<u>11,267</u>	<u>16.8%</u>	<u>248,953</u>	<u>264,439</u>	<u>15,485</u>	<u>5.9%</u>
PROFESSIONAL SERVICES								
AUDIT	27,684	5,275	(22,409)	(424.8%)	63,259	21,100	(42,159)	(199.8%)
INFORMATION TECHNOLOGY	7,859	4,957	(2,903)	(58.6%)	52,610	41,508	(11,102)	(26.7%)
LEGAL	1,852	10,625	8,773	82.6%	11,029	42,500	31,472	74.1%
LEGAL PERMIT IMPLEMENT	2,320	14,583	12,263	84.1%	5,742	58,333	52,591	90.2%
ADMINISTRATIVE SERVICES	5,547	4,750	(797)	(16.8%)	18,742	19,000	258	1.4%
	<u>45,262</u>	<u>40,190</u>	<u>(5,072)</u>	<u>(12.6%)</u>	<u>151,382</u>	<u>182,441</u>	<u>31,059</u>	<u>17.0%</u>
MARKETING AND PROMOTION								
ADVERTISING	2,393	4,279	1,886	44.1%	8,468	18,610	10,142	54.5%
OTHER MARKETING	8,535	31,208	22,673	72.7%	28,113	124,833	96,721	77.5%
FLIGHT INCENTIVES			-	-			-	-
	<u>10,928</u>	<u>35,487</u>	<u>24,560</u>	<u>69.2%</u>	<u>36,581</u>	<u>143,443</u>	<u>106,863</u>	<u>74.5%</u>
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,000	10,000	-	-	40,000	40,000	-	-
FUEL	41,366	58,814	17,448	29.7%	214,581	255,214	40,633	15.9%
GOLF CART LEASE		10,833	10,833	100.0%	41,433	43,333	1,900	4.4%
MERCHANDISE	21,760	17,563	(4,197)	(23.9%)	112,206	70,250	(41,956)	(59.7%)
	<u>73,126</u>	<u>97,210</u>	<u>24,084</u>	<u>24.8%</u>	<u>408,220</u>	<u>408,797</u>	<u>577</u>	<u>0.1%</u>
TOTAL OPERATING EXPENSES	977,067	1,187,887	210,818	17.7%	4,154,167	4,672,924	518,757	11.1%
OPERATING INCOME	597,661	399,643	198,019	49.5%	2,595,801	1,643,984	951,822	57.9%
DEPRECIATION	587,724	593,221	5,497	0.9%	2,324,444	2,373,536	49,092	2.1%
AMORTIZATION			-	-			-	-
NON-OPERATING EXPENSES								
INTEREST EXPENSE		11,250	11,250	100.0%		45,000	45,000	100.0%
INTEREST INCOME	(611)	(1,061)	(451)	42.5%	(3,019)	(4,245)	(1,226)	28.9%
GAIN/LOSS ON ASSETS			-	-			-	-
OTHER NON-OPERATING			-	-			-	-
	<u>(611)</u>	<u>10,189</u>	<u>10,799</u>	<u>106.0%</u>	<u>(3,019)</u>	<u>40,755</u>	<u>43,774</u>	<u>107.4%</u>
NET OPERATING INCOME	10,548	(203,767)	214,316	(105.2%)	274,376	(770,307)	1,044,688	(135.6%)

CURRENT ORGANIZATION CHART



TOTAL BENEFITED POSITIONS

	FILLED	OPEN
FDA	51	3
DPH	11	0
TOTAL	62	3

CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Hourly/ Benefited	Hourly/ Non-Benefited	Seasonal	TOTAL
MAINTENANCE	20	4	4	28
PSM AIRPORT	7	8	-	17
SECURITY	0	6	-	7
PORT AUTHORITY	9	12	2	25
GOLF COURSE	4	4	25	36
FINANCE	2	-	-	4
ENGINEERING	1	-	-	4
LEGAL	1	1	-	3
DAWA RPORT	-	2	-	2
TECHNOLOGY	1	-	-	2
HUMAN RESOURCES	1	-	-	1
EXECUTIVE	1	-	-	1
	17	45	31	130

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Four Months Ending October 31, 2021

	2022	2021
	Ending	Ending
ASSETS		
Cash and Investments	\$5,906,879	\$3,473,688
Accounts Receivable - Net	2,085,431	9,518,230
Inventories	317,449	277,815
Prepays	70,762	64,522
	<u>8,380,521</u>	<u>13,334,255</u>
Restricted Assets		
Cash and Investments	521,310	599,021
Current Receivables	3,750	7,174
Loans Receivable - NHFL		
Due within 1 Year	110,874	81,577
Due in more than 1 Year	928,524	812,101
Total Restricted Assets	<u>1,564,459</u>	<u>1,499,872</u>
Capital Assets		
Land	7,520,786	7,520,786
Construction-in-Process	5,461,784	29,469,131
Other Capital Assets - Net	82,448,502	51,311,962
Total Capital Assets	<u>95,431,072</u>	<u>88,301,879</u>
TOTAL ASSETS	<u>105,376,052</u>	<u>103,136,007</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension	2,008,286	691,375
OPEB	2,193,378	558,601
	<u>4,201,664</u>	<u>1,250,000</u>
LIABILITIES		
Accounts Payable and Accrued Expenses	2,648,314	8,924,459
Retainage	2,627,818	2,769,429
Accounts Payable for Capital Assets	2,860,271	9,261,719
Offset to Accounts Payable for Capital	(2,860,271)	(9,261,719)
Unearned Revenues	287,241	349,342
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	90,924
Due in more than 1 Year	341,310	441,349
Total Long-Term Liabilities	<u>14,554,763</u>	<u>14,369,995</u>
Restricted Liabilities		
Current Liabilities	9,966	358
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
Total Restricted Liabilities	<u>9,966</u>	<u>358</u>
TOTAL LIABILITIES	<u>20,218,001</u>	<u>22,403,773</u>
DEFERRED INFLOWS OF RESOURCES		
Pension	360,975	604,714
OPEB	2,546,921	3,484,546
	<u>2,907,896</u>	<u>4,089,260</u>
NET POSITION		
Net Investment in Capital Assets	92,570,801	79,040,161
Restricted For:		
Revolving Loan Fishery Fund	1,245,326	1,222,870
Harbor Dredging and Pier Maintenance	44,106	12,165
Foreign Trade Zone	12,118	12,230
Unrestricted	(7,420,532)	(2,394,475)
TOTAL NET POSITION	<u>86,451,818</u>	<u>77,892,950</u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$53,300	\$52,404	\$896	1.7%	\$249,815	\$252,398	(\$2,583)	(1.0%)
CARGO AND HANGARS	\$2,462	\$2,404	\$58	2.4%	\$9,753	\$9,616	\$137	1.4%
CONCESSION REVENUE	\$21,512	\$30,184	(\$8,672)	(28.7%)	\$37,452	\$38,492	(\$1,040)	(2.7%)
FEE REVENUE	\$82,475	\$100,306	(\$17,831)	(17.8%)	\$314,250	\$343,658	(\$29,408)	(8.6%)
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$5,933	\$8,882	(\$2,949)	(33.2%)	\$33,464	\$25,758	\$7,706	29.9%
TOTAL OPERATING REVENUES	165,682	194,180	(28,498)	(14.7%)	644,734	669,922	(25,188)	(3.8%)
EXPENSES								
WAGES AND FRINGE BENEFITS	86,923	113,981	27,058	23.7%	392,362	424,545	32,183	7.6%
BUILDING AND FACILITIES	56,775	81,516	24,741	30.4%	194,925	339,924	144,999	42.7%
GENERAL AND ADMINISTRATIVE	33,170	28,763	(4,407)	(15.3%)	138,668	118,209	(20,459)	(17.3%)
UTILITIES	30,110	33,293	3,183	9.6%	117,558	127,981	10,423	8.1%
PROFESSIONAL SERVICES	424	1,458	1,034	70.9%	7,679	5,833	(1,846)	(31.6%)
MARKETING AND PROMOTION	2,955	11,708	8,753	74.8%	16,614	46,833	30,219	64.5%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	210,357	270,719	60,362	22.3%	867,806	1,063,325	195,519	18.4%
OPERATING INCOME	(44,675)	(76,539)	31,864	41.6%	(223,072)	(393,403)	170,331	43.3%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	386,496	387,000	504	0.1%	1,526,642	1,548,000	21,358	1.4%
NET OPERATING INCOME	(431,171)	(463,539)	(32,368)	7.0%	(1,749,714)	(1,941,403)	(191,689)	9.9%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct 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	11,459	10,056	1,403	14.0%	45,456	44,167	1,289	2.9%
CONCESSION REVENUE	610		610	-	1,163		1,163	-
FEE REVENUE		667	(667)	(100.0%)		2,667	(2,667)	(100.0%)
FUEL SALES	7,212	5,616	1,595	28.4%	29,713	37,141	(7,428)	(20.0%)
INTEREST								
MERCHANDISE								
OTHER REVENUE		42	(42)	(100.0%)	25	167	(142)	(85.0%)
TOTAL OPERATING REVENUES	19,281	16,381	2,900	17.7%	76,357	84,142	(7,785)	(9.3%)
EXPENSES								
WAGES AND FRINGE BENEFITS	3,165	4,603	1,438	31.2%	12,917	18,595	5,677	30.5%
BUILDING AND FACILITIES	2,187	3,941	1,754	44.5%	19,601	15,855	(3,746)	(23.6%)
GENERAL AND ADMINISTRATIVE	3,593	3,602	9	0.3%	16,256	14,432	(1,824)	(12.6%)
UTILITIES	1,402	1,896	494	26.1%	6,415	8,327	1,912	23.0%
PROFESSIONAL SERVICES	1,739	501	(1,238)	(246.9%)	3,695	2,005	(1,690)	(84.3%)
MARKETING AND PROMOTION		83	83	100.0%	799	333	(465)	(139.6%)
OTHER OPERATING EXPENSES	5,765	4,800	(965)	(20.1%)	24,945	19,200	(5,745)	(29.9%)
TOTAL OPERATING EXPENSES	17,851	19,426	1,576	8.1%	84,628	78,747	(5,883)	(7.5%)
OPERATING INCOME	1,430	(3,045)	4,476	(146.9%)	(8,271)	5,395	(13,668)	(253.3%)
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	43,076	45,167	2,091	4.6%	170,914	180,667	9,752	5.4%
NET OPERATING INCOME	(41,646)	(48,212)	6,567	(13.6%)	(179,185)	(175,272)	(3,915)	2.2%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$776,393	\$928,986	(\$152,593)	(16.4%)	\$3,226,013	\$3,138,011	\$88,001	2.8%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	56,490	4,662	51,828	1111.7%	104,183	18,648	85,536	458.7%
TOTAL OPERATING REVENUES	832,883	933,648	(100,765)	(10.8%)	3,330,196	3,156,659	173,537	5.5%
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	4,817	22,263	17,446	78.4%	32,842	89,054	56,212	63.1%
GENERAL AND ADMINISTRATIVE	6,906	6,990	84	1.2%	27,443	27,960	517	1.8%
UTILITIES	5,501	8,491	2,990	35.2%	23,731	33,965	10,234	30.1%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION		138	138	100.0%		550	550	100.0%
OTHER OPERATING EXPENSES	10,000	10,000	-	-	40,000	40,000	-	-
TOTAL OPERATING EXPENSES	27,224	47,882	20,657	43.1%	124,016	191,529	67,513	35.2%
OPERATING INCOME	805,659	885,766	(80,108)	(9.0%)	3,206,180	2,965,130	241,050	8.1%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	62,537	63,750	1,213	1.9%	247,983	255,000	7,017	2.8%
NET OPERATING INCOME	743,122	822,016	(78,895)	(9.6%)	2,958,197	2,710,130	248,067	9.2%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct 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	32,541	32,643	(103)	(0.3%)	163,238	179,470	(16,233)	(9.0%)
FEE REVENUE	243,080	153,883	89,197	58.0%	1,353,215	1,092,311	260,904	23.9%
FUEL SALES								
INTEREST								
MERCHANDISE	30,586	23,417	7,170	30.6%	158,068	93,667	64,401	68.8%
OTHER REVENUE	72	2,333	(2,261)	(96.9%)	10,500	9,333	1,166	12.5%
TOTAL OPERATING REVENUES	306,279	212,276	94,003	44.3%	1,685,021	1,374,781	310,239	22.6%
EXPENSES								
WAGES AND FRINGE BENEFITS	90,743	97,316	6,574	6.8%	417,836	433,014	15,178	3.5%
BUILDING AND FACILITIES	37,003	24,218	(12,784)	(52.8%)	101,133	96,874	(4,259)	(4.4%)
GENERAL AND ADMINISTRATIVE	14,598	19,644	5,046	25.7%	71,323	79,915	8,592	10.8%
UTILITIES	10,974	14,021	3,048	21.7%	50,653	56,461	5,808	10.3%
PROFESSIONAL SERVICES	7,888	3,701	(4,187)	(113.1%)	26,403	14,805	(11,598)	(78.3%)
MARKETING AND PROMOTION	2,795	4,175	1,380	33.0%	9,259	16,700	7,441	44.6%
OTHER OPERATING EXPENSES	21,760	28,396	6,636	23.4%	153,639	113,583	(40,056)	(35.3%)
TOTAL OPERATING EXPENSES	185,761	191,471	5,711	3.0%	830,246	811,352	(18,895)	(2.3%)
OPERATING INCOME	120,518	20,805	99,714	479.3%	854,775	563,429	291,344	51.7%
NON-OPERATING (INCOME) EXPENSE	(11)	(9)	2	(18.3%)	(125)	(37)	88	(240.3%)
DEPRECIATION	30,497	30,333	(164)	(0.5%)	120,279	121,333	1,054	0.9%
NET OPERATING INCOME	90,032	(9,519)	99,552	(1045.7%)	734,621	442,133	292,486	66.2%

BUSINESS UNIT ANALYSIS	COURSE OPERATIONS				TOTAL
	PRO SHOP	FOOD/BEV	SIMULATOR		
OPERATING REVENUES	158,068	1,354,706	168,307	3,940	1,685,021
OPERATING EXPENSES* *Excluding Depreciation	128,772	626,569	52,845	22,060	830,246
OPERATING INCOME	29,296	728,137	115,462	(18,120)	854,775

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$47,128	\$38,906	\$8,222	21.1%	\$162,629	\$139,950	\$22,680	16.2%
CARGO AND HANGARS				-				-
CONCESSION REVENUE		250	(250)	(100.0%)	3,000	1,000	2,000	200.0%
FEE REVENUE	135,841	105,617	30,223	28.6%	488,229	490,851	(2,623)	(0.5%)
FUEL SALES	49,139	65,299	(16,160)	(24.7%)	258,738	294,008	(35,270)	(12.0%)
INTEREST	139		139	-	597		597	-
MERCHANDISE				-				-
OTHER REVENUE	8,111	8,263	(152)	(1.8%)	61,104	52,758	8,346	15.8%
TOTAL OPERATING REVENUES	240,358	218,335	22,021	10.1%	974,297	978,567	(4,271)	(0.4%)
EXPENSES								
WAGES AND FRINGE BENEFITS	116,967	153,677	36,710	23.9%	460,099	485,119	25,020	5.2%
BUILDING AND FACILITIES	6,025	12,955	6,930	53.5%	47,704	51,820	4,117	7.9%
GENERAL AND ADMINISTRATIVE	7,381	10,941	3,560	32.5%	45,149	43,763	(1,386)	(3.2%)
UTILITIES	7,842	9,394	1,552	16.5%	47,335	37,466	(9,870)	(26.3%)
PROFESSIONAL SERVICES	10,034	1,683	(8,350)	(496.0%)	15,536	6,733	(8,803)	(130.7%)
MARKETING AND PROMOTION		217	217	100.0%	311	867	556	64.1%
OTHER OPERATING EXPENSES	35,601	54,014	18,413	34.1%	189,636	236,014	46,378	19.7%
TOTAL OPERATING EXPENSES	183,850	242,881	59,031	24.3%	805,770	861,782	56,011	6.5%
OPERATING INCOME	56,508	(24,546)	81,053	(330.2%)	168,527	116,785	51,741	44.3%
NON-OPERATING (INCOME) EXPENSE	(154)	(492)	(338)	68.7%	(1,186)	(1,967)	(780)	39.7%
DEPRECIATION	51,999	52,917	918	1.7%	207,167	211,667	4,499	2.1%
NET OPERATING INCOME	4,663	(76,971)	81,633	(106.1%)	(37,454)	(92,915)	55,460	(59.7%)

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	168,554	197,935	39,028	411,389	156,794	597	974,297
OPERATING EXPENSES* *Excluding Depreciation	136,994	178,714	69,509	138,797	134,628	147,128	805,770
OPERATING INCOME	31,560	19,221	(30,481)	272,592	22,166	(146,531)	168,527

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$5,000		\$5,000	-	\$7,000	\$2,000	\$5,000	250.0%
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE				-				-
TOTAL OPERATING REVENUES	5,000		5,000	-	7,000	2,000	5,000	250.0%
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE	1,250	83	(1,167)	(1399.9%)	1,250	333	(917)	(275.0%)
UTILITIES				-				-
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION				-	1,539	1,494	(45)	(3.0%)
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	1,250	83	(1,167)	(1399.9%)	2,789	1,827	(962)	(52.6%)
OPERATING INCOME	3,750	(83)	3,833	(4599.6%)	4,211	173	4,038	2332.5%
NON-OPERATING (INCOME) EXPENSE	0		0	-	(1)		1	-
DEPRECIATION				-				-
NET OPERATING INCOME	3,750	(83)	3,834	(4600.0%)	4,212	173	4,040	2333.3%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct 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	2,537	9,167	(6,630)	(72.3%)	20,405	36,667	(16,262)	(44.4%)
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	250	750	(500)	(66.7%)	1,900	3,000	(1,100)	(36.7%)
TOTAL OPERATING REVENUES	2,787	9,917	(7,130)	(71.9%)	22,305	39,667	(17,362)	(43.8%)
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES		13,750	13,750	100.0%	10,142	55,000	44,858	81.6%
GENERAL AND ADMINISTRATIVE		167	167	100.0%	10,595	667	(9,928)	(1489.2%)
UTILITIES				-				-
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES		13,917	13,917	100.0%	20,737	55,667	34,930	62.7%
OPERATING INCOME	2,787	(4,000)	6,787	(169.7%)	1,568	(16,000)	17,568	(109.8%)
NON-OPERATING (INCOME) EXPENSE	(25)	(67)	(41)	62.2%	(166)	(267)	(101)	37.9%
DEPRECIATION	6,082	6,250	168	2.7%	23,623	25,000	1,377	5.5%
NET OPERATING INCOME	(3,270)	(10,183)	6,914	(67.9%)	(21,889)	(40,733)	18,844	(46.3%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Four Months Ending October 31, 2021

	Actual Oct FY 2022	Budget Oct 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	2,462	2,750	(288)	(10.5%)	9,686	11,000	(1,314)	(11.9%)
MERCHANDISE								
OTHER REVENUE		42	(42)	(100.0%)	376	167	209	125.6%
TOTAL OPERATING REVENUES	2,462	2,792	(330)	(11.8%)	10,062	11,167	(1,105)	(9.9%)
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE	10	50	40	80.0%	108	200	92	46.0%
UTILITIES								
PROFESSIONAL SERVICES	2,990	2,083	(907)	(43.5%)	7,400	8,333	933	11.2%
MARKETING AND PROMOTION								
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	3,000	2,133	(867)	(40.6%)	7,508	8,533	1,025	12.0%
OPERATING INCOME	(538)	659	(1,197)	(181.8%)	2,554	2,634	(79)	(3.0%)
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	(29)	(77)	(48)	62.1%	(176)	(308)	(133)	43.0%
NET OPERATING INCOME	(509)	736	(1,245)	(169.2%)	2,730	2,942	(212)	(7.2%)

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 10-31-21	BALANCE AT 06-30-2021
CASH BALANCES		
GENERAL FUNDS	209	225
SEQUESTERED FUNDS	-	-
	<u>209</u>	<u>225</u>
LOANS OUTSTANDING		
CURRENT	111	98
LONG TERM	928	921
	<u>1,039</u>	<u>1,019</u>
TOTAL CAPITAL BASE	<u>1,248</u>	<u>1,244</u>
CAPITAL UTILIZATION RATE -% *	83.3%	81.9%

*EXCLUDES SEQUESTERED FUNDS

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF OCTOBER 31, 2021

(\$000's)

<u>BUSINESS UNIT</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
PORTSMOUTH AIRPORT	30,659	24,105	27,317	(1,317)	24,470	200	64
DIVISION OF PORTS AND HARBORS	13,253	0	5,196	0	4,964	232	232
	<u>43,912</u>	<u>24,105</u>	<u>32,513</u>	<u>(1,317)</u>	<u>29,434</u>	<u>432</u>	<u>296</u>

SUMMARY OF CONSTRUCTION WORK IN PROCESS AS OF OCTOBER 31, 2021

(\$000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-21</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>BALANCE AT 10-31-21</u>
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	278	427	(502)	(75)	203
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,548	(264)	(1,556)	(1,820)	(272)
TERMINAL BUILDING EXPANSION (AIP 66)	6	1	(7)	(6)	-
TERMINAL BUILDING EXPANSION (AIP 62)	24	3	(24)	(21)	3
ALPHA SOUTH HOLD BAY (AIP 67)	1	3	(3)	-	1
LOUGHLIN MEMORIAL PARK	8	19	(17)	2	10
SNOW REMOVAL EQUIPMENT (AIP69)	2	18	-	18	20
LOWERY LANE (AIP 70)	-	300	-	300	300
PSM ACCESS CONTROL BOARD	-	40	(40)	-	-
PSM MOBILE RADIO PURCHASE	-	19	(19)	-	-
	<u>1,867</u>	<u>566</u>	<u>(2,168)</u>	<u>(1,602)</u>	<u>265</u>
SKYHAVEN AIRPORT	-	-	-	-	-
GOLF COURSE					
GOLF CARTS (2)	-	20	(20)	-	-
IT/ADMINISTRATION					
LEASEQUERY SOFTWARE	-	23	(23)	-	-
MAINTENANCE					
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,304	-	-	-	1,304
PFP BULKHEAD REPAIR AND CONSTRUCTION	1,826	744	-	744	2,570
MAIN PIER (BUILD GRANT)	1,284	38	-	38	1,322
VIDEO RECORDER REPLACEMENT & CAMERA	-	15	(15)	-	-
	<u>4,414</u>	<u>797</u>	<u>(15)</u>	<u>782</u>	<u>5,196</u>
TOTAL	<u>6,281</u>	<u>1,406</u>	<u>(2,226)</u>	<u>(820)</u>	<u>5,461</u>

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

**BOARD OF DIRECTORS MEETING
DECEMBER 16, 2021**



PEASE
INTERNATIONAL
CASI CYCLOPMENT INTERTREK

DEC 16 10 30 AM '21
CYCLE DEVELOPMENT INTERTREK
BEVERLY HILLS, CALIFORNIA

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW DECEMBER 1, 2021 TO AUGUST 31, 2022

(EXCLUDING DIVISION OF PORTS AND HARBORS)

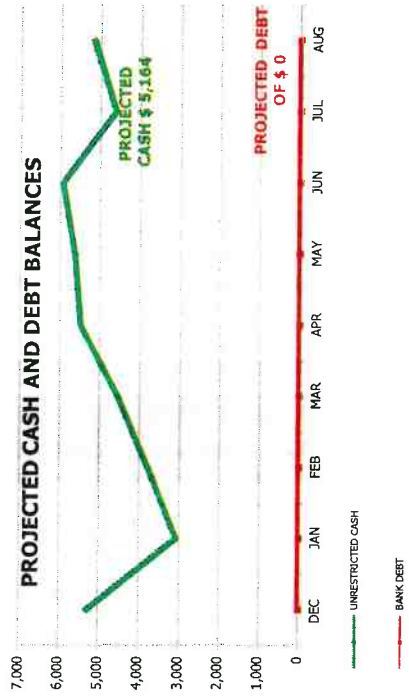
(\$ 000's)

	<u>AMOUNT</u>
OPENING FUND BALANCE	7,225
SOURCES OF FUNDS	
GRANT AWARDS (SEE PAGE #9)	2,823
TRADEPORT TENANTS	7,514
MUNICIPAL SERVICE FEE (COP)	1,847
GOLF COURSE FEE AND CONCESSION REVENUES	1,805
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,257
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	115
	<u>15,361</u>
USES OF FUNDS	
OPERATING EXPENSES	8,629
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	3,565
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	2,460
MUNICIPAL SERVICE FEE (COP)- NET	2,700
STATE OF NH- POST RETIREMENT	68
	<u>17,422</u>
NET CASH FLOW	(2,061)
CLOSING FUND BALANCE	5,164

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 11-30-2021	BALANCE AT 06-30-2021
UNRESTRICTED	7,225	2,469
DESIGNATED	14	14
TOTAL	<u>7,239</u>	<u>2,483</u>

PEASE DEVELOPMENT AUTHORITY

STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>7,225</u>	<u>5,295</u>	<u>3,065</u>	<u>3,771</u>	<u>4,538</u>	<u>5,470</u>	<u>5,621</u>	<u>5,932</u>	<u>4,604</u>	<u>7,225</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	520	165	300	678	1,160	-	-	-	-	2,823
TRADEPORT TENANTS	924	773	884	823	757	749	840	1,044	720	7,514
MUNICIPAL SERVICE FEE	132	135	340	135	135	350	135	135	350	1,847
GOLF COURSE	91	62	60	47	66	230	517	387	345	1,805
PORTSMOUTH AIRPORT- (PSM)	52	52	91	52	52	91	52	52	91	585
PSM PAY FOR PARKING	43	43	88	90	8	18	30	48	39	407
PSM FLOWAGE FEES	34	41	41	27	12	3	11	46	50	265
SKYHAVEN AIRPORT	13	12	12	12	12	14	14	13	13	115
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,809</u>	<u>1,283</u>	<u>1,816</u>	<u>1,864</u>	<u>2,202</u>	<u>1,455</u>	<u>1,599</u>	<u>1,725</u>	<u>1,608</u>	<u>15,361</u>

USE OF FUNDS

CAPITAL- GRANT RELATED (SEE PAGE #4)	1,775	65	60	45	45	45	25	300	100	2,460
CAPITAL- NONGRANT (SEE PAGES #5-#8)	931	1,125	130	120	334	355	155	400	15	3,565
OPERATING EXPENSES	1,033	973	920	932	891	904	1,040	1,003	933	8,629
MUNICIPAL SERVICE FEE	-	1,350	-	-	-	-	-	1,350	-	2,700
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	68	-	-	68
	<u>3,739</u>	<u>3,513</u>	<u>1,110</u>	<u>1,097</u>	<u>1,270</u>	<u>1,304</u>	<u>1,288</u>	<u>3,053</u>	<u>1,048</u>	<u>17,422</u>
NET CASH FLOW	(1,930)	(2,230)	706	767	932	151	311	(1,328)	560	(2,061)
CLOSING FUND BALANCE	<u>5,295</u>	<u>3,065</u>	<u>3,771</u>	<u>4,538</u>	<u>5,470</u>	<u>5,621</u>	<u>5,932</u>	<u>4,604</u>	<u>5,164</u>	<u>5,164</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

4

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	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)	1,285	5	10	-	-	-	-	-	-	1,300
TW A SOUTH HOLD BAY (AIP 67)	85	-	3	-	-	-	-	-	-	88
PEASE BOULEVARD-ARBORETUM AVE	-	20	20	20	20	20	-	300	100	500
LOWERY LANE PAVING	-	15	2	-	-	-	-	-	-	17
SNOW REMOVAL EQUIPMENT	-	-	-	-	-	-	-	-	-	-
	<u>1,750</u>	<u>40</u>	<u>35</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>-</u>	<u>300</u>	<u>100</u>	<u>2,285</u>
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SRG 9)	25	25	25	25	25	25	25	-	-	175
TOTAL GRANT REIMBURSEMENT PROJECTS	<u>1,775</u>	<u>65</u>	<u>60</u>	<u>45</u>	<u>45</u>	<u>45</u>	<u>25</u>	<u>300</u>	<u>100</u>	<u>2,460</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u>										
<u>TECHNOLOGY</u>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	-	-	5	-	-	5	-	-	-	10
MICROSOFT SOFTWARE UPGRADES **	20	-	-	-	-	-	-	-	-	20
PAYCHEX PAYROLL KISOSKS **	5	-	-	-	-	-	-	-	-	5
TECHNOLOGY ENHANCEMENTS **	15	-	-	5	-	-	-	-	-	20
MAIN SERVER REPLACEMENT **	45	-	-	-	-	-	-	-	-	45
	85	-	5	5	-	5	-	-	-	100
<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
	106	-	-	110	34	-	40	-	-	290

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000'S)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NON-GRANT REIMBURSEMENT</u>										
<u>PROJECTS</u> (CONTINUED):										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	450	1,000	120	-	-	-	-	-	-	1,570
TERMINAL CARPETTING **	-	-	-	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
	<u>560</u>	<u>1,000</u>	<u>120</u>	<u>5</u>	<u>90</u>	<u>30</u>	-	-	-	<u>1,805</u>

NOTE:
 ** PENDING BOARD APPROVAL

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

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):										
SECURITY										
PSM										
CCTV SECURITY GATES **	-	50	-	-	-	-	-	-	-	50
DOOR ACCESS CONTROL **	-	-	-	-	-	75	-	-	-	75
SECURITY SYSTEM UPGRADE **	-	-	-	-	-	170	100	-	-	270
	-	50	-	-	-	245	100	-	-	395
DAW										
DOOR ACCESS CONTROL **	25	-	-	-	-	-	-	-	-	25
JET A FUEL TANK **	10	10	-	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	5	-	-	-	-	-	-	5
REROOF TERMINAL BUILDING **	-	-	-	-	-	25	-	-	-	25
	35	10	5	-	-	25	-	-	-	75

NOTE:
 ** PENDING BOARD APPROVAL

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

(CONTINUED) (\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u> <small>(CONTINUED)</small>										
<u>TRADEPORT</u>										
STORMWATER BMP'S	15	-	-	-	15	-	15	-	15	60
CORPORATE DRIVE- DRAINAGE **	50	50	-	-	-	-	-	400	-	500
	<u>65</u>	<u>50</u>	<u>-</u>	<u>-</u>	<u>15</u>	<u>-</u>	<u>15</u>	<u>400</u>	<u>15</u>	<u>560</u>
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT **	-	-	-	-	40	-	-	-	-	40
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>80</u>	<u>15</u>	<u>-</u>	<u>-</u>	<u>195</u>	<u>50</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>340</u>
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	<u>931</u>	<u>1,125</u>	<u>130</u>	<u>120</u>	<u>334</u>	<u>355</u>	<u>155</u>	<u>400</u>	<u>15</u>	<u>3,565</u>

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	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 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	-	-	-	-	-	-	-	-	20
LOWERY LANE PAVING (AIP 70)	-	-	300	-	-	-	-	-	-	300
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG-7)	-	75	-	-	-	-	-	-	-	75
TOTAL	520	165	300	678	1,160	-	-	-	-	2,823

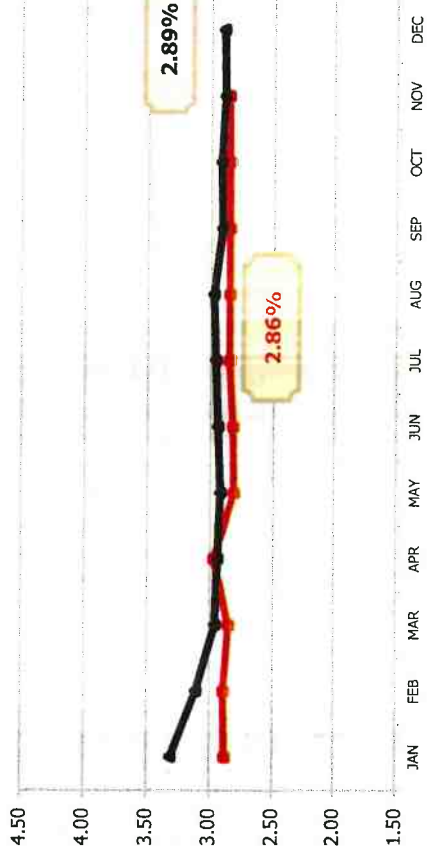
PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 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 11-30-2021	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 DECEMBER 1, 2021 TO AUGUST 31, 2022

(\$ 000's)

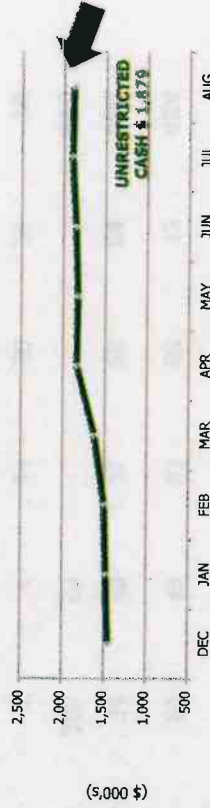
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>1,505</u>
<u>SOURCES OF FUNDS</u>	
FUEL SALES	484
FACILITY RENTALS AND CONCESSIONS	484
REGISTRATIONS / WHARFAGE	653
MOORING FEES	450
PARKING FEES	79
	<u>2,150</u>
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	896
FUEL PROCUREMENT	431
OPERATING EXPENSES	381
CAPITAL EXPENDITURES AND OTHER	40
STATE OF NH- POST RETIREMENT	28
	<u>1,776</u>
NET CASH FLOW	<u>374</u>
CLOSING FUND BALANCE	<u>1,879</u>

DISCUSSION

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

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

PROJECTED UNRESTRICTED CASH BALANCES



	<u>BALANCE AT 11/30/2021</u>	<u>BALANCE AT 06/30/21</u>
TOTAL FUND BALANCES		
UNRESTRICTED FUNDS	1,505	1,888
DESIGNATED FUNDS	160	153
RESTRICTED FUNDS:		
HARBOR DREDGING	242	317
REVOLVING LOAN FUND	210	225
FOREIGN TRADE ZONE	7	8
	459	550

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>1,505</u>	<u>1,446</u>	<u>1,471</u>	<u>1,494</u>	<u>1,614</u>	<u>1,830</u>	<u>1,821</u>	<u>1,847</u>	<u>1,891</u>	<u>1,505</u>
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	40	36	41	63	69	49	83	60	43	484
FUEL SALES	44	44	38	35	34	48	71	86	84	484
MOORING FEES	-	-	-	200	200	50	-	-	-	450
PARKING FEES	-	-	-	1	1	4	14	30	29	79
REGISTRATIONS / WHARFAGE	38	131	115	46	76	22	95	65	65	653
	<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>221</u>	<u>2,150</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	96	100	89	96	95	93	115	89	123	896
FUEL PROCUREMENT	45	46	42	39	29	48	46	69	67	431
UTILITIES	10	10	10	10	10	11	12	9	9	91
GENERAL AND ADMINISTRATIVE	14	14	14	14	14	14	15	14	16	129
BUILDINGS AND FACILITIES	16	16	16	16	16	16	16	14	16	142
PROFESSIONAL SERVICES	-	-	-	10	-	-	5	2	2	19
CAPITAL EXPENDITURES AND OTHER	-	-	-	40	-	-	-	-	-	40
STATE OF NH- POST RETIREMENT	-	-	-	-	-	-	28	-	-	28
	<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>233</u>	<u>1,776</u>
NET CASH FLOW	(59)	25	23	120	216	(9)	26	44	(12)	374
CLOSING FUND BALANCE	<u>1,446</u>	<u>1,471</u>	<u>1,494</u>	<u>1,614</u>	<u>1,830</u>	<u>1,821</u>	<u>1,847</u>	<u>1,891</u>	<u>1,879</u>	<u>1,879</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- HARBOR DREDGING FUND

(RESTRICTED FUNDS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	242	248	258	218	176	136	146	102	112	242
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	-	2	106
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	2	-	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	-	-	-	50	-	-	50	-	-	100
	4	-	50	52	50	-	54	-	2	212
NET CASH FLOW	6	10	(40)	(42)	(40)	10	(44)	10	8	(122)
CLOSING FUND BALANCE	248	258	218	176	136	146	102	112	120	120

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>210</u>	<u>110</u>	<u>123</u>	<u>134</u>	<u>98</u>	<u>112</u>	<u>124</u>	<u>138</u>	<u>152</u>	<u>210</u>
<u>SOURCES OF FUNDS</u>										
LOAN REPAYMENTS	10	12	12	12	12	12	12	12	12	106
INTEREST INCOME- LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	-	-	-	-	-	-	-	-	-
	<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>15</u>	<u>133</u>
<u>USE OF FUNDS</u>										
NEW LOANS PROJECTED	112	-	-	50	-	-	-	-	-	162
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	2	-	-	2	-	-	2	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	1	2	2	1	1	1	1	1	1	11
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>113</u>	<u>2</u>	<u>4</u>	<u>51</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>179</u>
NET CASH FLOW	(100)	13	11	(36)	14	12	14	14	12	(46)
CLOSING FUND BALANCE	<u>110</u>	<u>123</u>	<u>134</u>	<u>98</u>	<u>112</u>	<u>124</u>	<u>138</u>	<u>152</u>	<u>164</u>	<u>164</u>

15

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

(\$ 000's)

	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	7	10	10	10	8	7	7	6	8	7
SOURCES OF FUNDS										
FACILITY RENTALS	5	-	-	-	-	-	-	2	-	7
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	5	-	-	-	-	-	-	2	-	7
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	-	-	-	1	-	-	-	-	1
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	2	-	-	2	-	-	1	-	-	5
	2	-	-	2	1	-	1	-	-	6
NET CASH FLOW	3	-	-	(2)	(1)	-	(1)	2	-	1
CLOSING FUND BALANCE	10	10	10	8	7	7	6	8	8	8

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Licenses / ROEs / Easements / Rights of Way
DATE: December 6, 2021

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

1. Name: 2-Way Communications Service, Inc.
License: Right-of-Entry
Location: 360 Corporate Drive
Purpose: Inspection Purposes
Term: December 1, 2021 through March 31, 2021 with a one month extension option

Director Fournier was consulted and granted his consent.

2. Name: Port City Air
License: Right-of-Entry
Location: Hangar 227
Purpose: Cold storage of two Vehicles
Term: November 16, 2021 through November 30, 2021 with a one month extension option

Director Fournier was consulted and granted his consent.

3. Name: Skyhaven Flying Club
License: Right-of-Entry
Location: Skyhaven Airport
Purpose: For the purpose of housing and using a flight simulator
Term: Extended one year through September 30, 2022

Director Fournier was consulted and granted his consent.

November 10, 2021

William R. Bartlett, President
2-Way Communications Service, Inc.
23 River Road
Newington, NH 03801

**Re: Right of Entry — 360 Corporate Drive
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Bartlett:

This letter will authorize 2-Way Communications Service, Inc. ("2-Way") and/or its agents and contractors to enter upon the premises shown in the attached Exhibit A (the "Premises") for the period beginning December 1, 2021 through March 31, 2022 with a one month extension option, for inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other inspection or evaluation of the Premises you deem necessary. Summit may cut and remove brush in order to assist with the mapping of wetlands and performance of soil borings. This Right of Entry will expire at the close of business on March 31, 2021, unless otherwise extended an additional thirty (30) days by written agreement of 2-Way and Pease Development Authority.

This authorization is conditioned upon the following:

1. 2-Way providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, or summary with respect to conditions found at the Premises;

2. 2-Way's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. 2-Way 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 2-Way's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. 2-Way further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of 2-Way's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Page Two

November 12, 2021

Re: Right of Entry — 360 Corporate Drive
Pease International Tradeport, Portsmouth, NH

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

4. 2-Way obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings or other soil disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent.

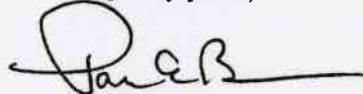
5. 2-Way's agreement to restore said premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

6. 2-Way's agreement herein that no geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department.

7. 2-Way'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. 2-Way acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

Please indicate by your signature below 2-Way's consent and return the same to me with evidence of insurance as required.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 12th day of November, 2021.

2-Way Communications Service, Inc.

By: William R. Bartlett
Print Name: William R. Bartlett
Its Duly Authorized: President

Page Three
November 12, 2021


Re: Right of Entry — 360 Corporate Drive
Pease International Tradeport, Portsmouth, NH

EXHIBIT "A"
PREMISES



Right of Entry for 360 Corporate Drive

DESIGNED BY: MRM DATE: 11/10/21 SCALE: 1"=200'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

November 16, 2021

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

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

Dear Mr. Denney:

This letter will authorize Port City Air ("PCA") and/or its agents and contractors to enter Hangar 227 and use a portion of Hangar 227, as designated by PDA Airport Operations (the "Premises") totaling 1,290 square feet as shown on the attached **Exhibit A**, commencing November 16, 2021, through November 30, 2021, for the for the storage of three vehicles, at its sole expense and risk. This Right of Entry will expire at the end of day on November 30, 2021, unless otherwise extended by agreement of PCA and the Pease Development Authority.

This authorization is conditioned upon the following:

1. The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.
2. PCA's understanding that Hangar 227 has potential environmental contamination and active environmental contamination monitoring and mitigation systems in place, and its acceptance of the risks such conditions present. PDA shall not be responsible for damages to property or injuries to persons which may arise or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the persons of PCA's officers, agents, servants or employees, or others who may be on the Premises at PCA's invitation or the invitation of any one of them. PCA's further understanding that the Premises is not heated and there is no fire suppression system(s) within the Premises or Hangar 227.
3. PCA's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to the Premises, real or personal property, including the items stored on

Page Two

November 16, 2021

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

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

4. PCA understands and acknowledges that this Right of Entry is solely for aviation-related purposes and: (a) allows only temporary use of the Premises for PCA only (no maintenance or other activities are permitted) and the movement of PCA in and out of the Premises shall be conducted by PCA personnel without spending any unnecessary or additional time within Hangar 227; (b) requires PCA to move any equipment stored within the Premises upon the request of the PDA; (c) is granted on a non-exclusive basis; and (d) may be revoked at will by PDA, or terminated at will, upon 15 days notice and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

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

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

Page Three

November 16, 2021

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

6. PCA's agreement herein that, PCA shall, upon fifteen (15) days written notice from Pease Development Authority, vacate and, at Pease Development Authority's election, restore said premises to its condition prior to the storage of its equipment.

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

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

9. PCA agrees to pay PDA a user's fee (1,290 sq. ft. @ \$1.00 per sf per annum) in the amount of three dollars and fifty three cents (\$3.53) per day, in advance, prorated, for each month, or portion thereof, that the Premises are used. Payment for the term of this Right of Entry in the amount of \$52.95 (15 days) shall be due upon execution of this Right of Entry.

10. To the extent applicable, in addition to the Fee required to be paid under the terms of this Right of Entry, PCA 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 Right of Entry Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, PCA may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the Right of Entry Premises, or on PCA for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the municipal services fee required to be paid under this Right of Entry shall terminate.

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

Page Four

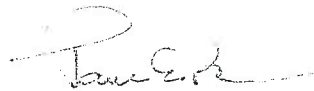
November 16, 2021

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

regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District.

Please indicate by your signature below PCA's consent and return the same to me with proof of insurance and with the payment set forth in paragraph 9.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 19 day of November, 2021

PORT CITY AIR

By: Austin Pietschman

Print Name: Austin Pietschman

Its: Director of Operations

EXHIBIT A

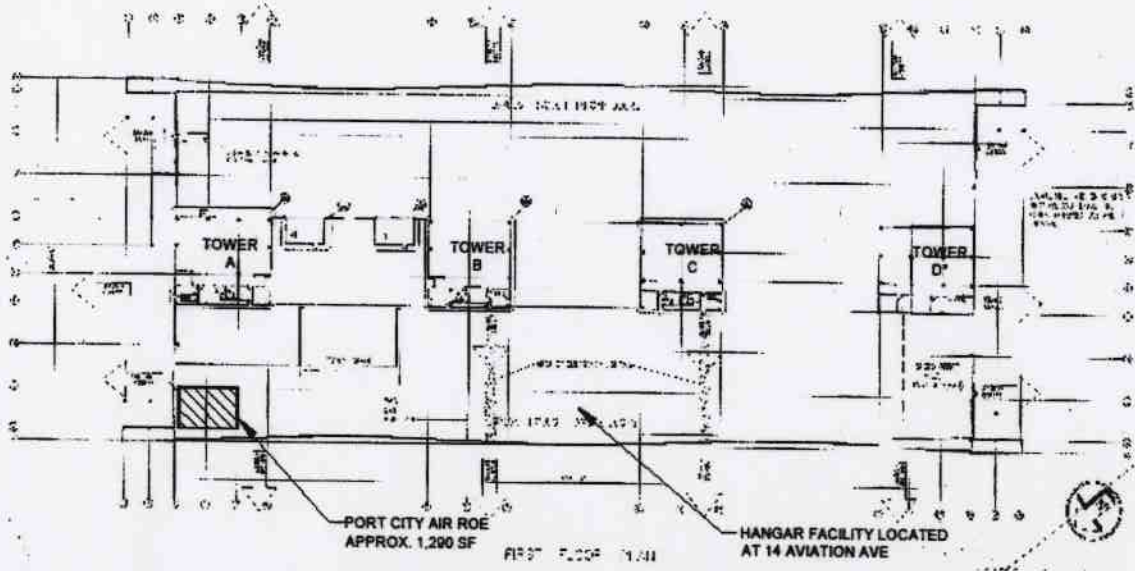


Exhibit Depicting Right of Entry for PCA at 14 Aviation Ave

DESIGNED BY: NRM DATE: 2/17/2021 SCALE: NTS

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

December 3, 2021

John Loop, President
Skyhaven Flying Club, Inc.
PO Box 1306
Dover, NH 03820

**Re: Right-of-Entry - Skyhaven Flying Club, Inc.
Skyhaven Airport, Rochester, NH**

Dear Mr. Loop:

In accordance with the terms and conditions of a Right-of-Entry ("RoE") dated June 11, 2020, to enter upon a portion of the airport terminal building at Skyhaven Airport, 238 Rochester Hill Road, Rochester, NH 03867, as more specifically described in Exhibit A to the RoE, the RoE has been extended for an additional one (1) year period through September 30, 2022.

Please provide PDA with a current certificate of insurance. Please let me know if you have any questions.

Very truly yours,

Paul E. Brean
Executive Director

PEB/rao

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance
Suzy Anzalone, Director of Finance

P:\SKYHAVEN\SkyhavenFlyingClubROE\Letter\ltr re-one yr extension (exp 9-30-22).docx

MOTION

Director Lamson:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to extend a Right of Entry ("ROE") entered into with the Pease Greeters dated June 29, 2021 to perform greeting services to inbound and outbound troop movements at Portsmouth International Airport for a period of twelve (12) months, effective from January 1, 2022 through December 31, 2022, to also include the validation of the necessary badges through this time period; substantially in accordance with the memorandum of Sandra McDonough, Airport Community Liaison dated December 7, 2021, attached hereto.

N:\RESOLVES\2021\Pease Greeters ROE Extension 12-16-2021.docx

Memorandum

To: Paul Brean C.M., Executive Director *PAB*

From: Sandra McDonough, Airport Community Liaison *SM*

Date: 12/7/2021

Subj: Pease Greeters Right of Entry contract

This past June the PDA granted to the Pease Greeters a six (6) month operational Right of Entry to perform greeting services to the inbound and outbound troop movements at Portsmouth International Airport ("PSM"). The Right of Entry is set to expire on December 31, 2021.

The Pease Greeters have served an important role at PSM and generate good will with the troops and the seacoast community due to their volunteer work. Additionally, the Right of Entry entered into earlier this year has more clearly defined roles and responsibilities, which have served both the PDA and the Pease Greeters well. As such, this is to request the Board of Directors approve extending this current Right of Entry dated June 29, 2021 (attached hereto) for an additional twelve (12) month period to December 31, 2022. Coinciding with this extension, would be to validate Pease Greeter's badges for the same one (1) year period, reducing unnecessary time, paperwork, and expenses.

The Pease Greeters understand and acknowledge that this Right of Entry: (a) is granted on a non-exclusive basis and (b) may be revoked at will by the PDA or terminated at will and that the PDA need not state a reason for any such revocation or termination. Pursuant to the Right of Entry, the use of PSM for greeting activities shall be orderly and efficient, shall not constitute a nuisance, and shall not cause disruption to other airport activities.

P:\BOARDMTG\2021\Pease Greeters Memo for One Year Extension 12-6-2021.doc

June 29, 2021

VIA E-Mail: PGChair@yahoo.com

Frank Lasorsa, Chairman
The Pease Greeters Fund, Inc.
PO Box 1644
Portsmouth, NH 03802-1644

Re: Right of Entry – Pease Greeters Access to Portsmouth International Airport Terminal

Dear Mr. Lasorsa:

This Right of Entry will authorize The Pease Greeters Fund, Inc., (“Pease Greeters”) a New Hampshire non-profit corporation, it’s agents and/or volunteers to enter into certain areas of the terminal building at Portsmouth International Airport at Pease (“PSM”), Portsmouth, New Hampshire (the “Premises”) as shown on **Exhibit “A”** for the purpose of setting up and conducting troop flight welcome activities, at its sole risk, and for no other use without the express written consent of the Pease Development Authority (“PDA”). This Right of Entry shall commence on July 1, 2021 and terminate on December 31, 2021.

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; (c) subject to such rules and regulations as the PDA may prescribe from time to time; and (d) permitted to the extent activities do not compromise the safety or security of the airport terminal building.

Pease Greeters understands and acknowledges that this Right of Entry: (a) is granted on a non-exclusive basis; and (b) 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.

Pease Greeters understands that some access areas as shown in Exhibit “A” are part of the Airport Security Identification Area (“SIDA”), as such the Pease Greeters, its agents and/or volunteers shall be required to apply to PDA for all SIDA and/or Public Area Badges (including payment of associated application fees) and to attend all required training. All SIDA badge

Frank Lasorsa
Pease Greeters
June 29, 2021
Page 2

applications will be processed by the Pease Greeters Authorized Signatory. Such badges shall be issued in PDA's sole discretion. If a SIDA Badge is lost or stolen, Pease Greeters shall be responsible for a lost badge fee of \$60.00 and a replacement fee of \$60.00. While in the SIDA, escort procedures per the requirements of the Portsmouth International Airport Security Program must be met. PDA may revoke any such badges at any time in its sole discretion. All badges shall be returned to the PDA upon the termination of this Right of Entry.

All Pease Greeters activity within the Airport terminal shall be coordinated with PSM operations staff. Specifically, Pease Greeters activity within the airport terminal will be managed by weekly coordination, in person meetings, with Community Liaison Airport Operations Specialist, Sandra McDonough, or her designee. Pease Greeters activity will be managed in coordination with the daily flight activity at the Airport. Pease Greeters will be provided designated areas to perform greets on a daily basis, based on the communications in a weekly coordination meeting. Pease Greeters are responsible to provide a point of contact for each flight to the on duty Airport Operations Agent, as well as a signed roster of who is in attendance for each greet.

Pease Greeters activity is limited to volunteer customer service and provides no business or operational support to aviation activities. Badged Pease Greeter Volunteers will not have direct access to SIDA portals or SIDA escorting privileges. Any large scale Pease Greeters event expected to go beyond its badged population, will require a special event permit; the application for which must be made at least 14 days prior to any planed event.

PDA shall not be responsible for damages to property or injuries to persons that 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 Pease Greeters officers, agents, servants, or employees, or others who may be on the Premises at their invitation, or the invitation of any one of them, if such damage is caused by the negligent, intentional, or willful acts of Pease Greeters.

Pease Greeters agrees that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein, if such loss, damage or injury is caused by the negligent, intentional, or willful acts of Pease Greeters. Pease Greeters expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Pease Greeter's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization unless such loss, damage, injury or death is caused by the negligence of the Pease Development Authority. Pease Greeters further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of Pease

Frank Lasorsa
Pease Greeters
June 29, 2021
Page 3

Greeter's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization, unless caused by the sole negligence of the PDA.

Pease Greeters shall provide to the Pease Development Authority satisfactory evidence of commercial general liability to a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured. See **Exhibit "B"**.

Each such policy or certificate therefor issued by the insurer shall contain: **(i)** an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA (except in situations involving the non-payment of a premium, in which case a 10 day notice will be accepted); **(ii)** a provision that any liability insurance coverage required to be carried by Pease Greeters shall be primary and non-contributory with respect to any insurance carried by PDA; and **(iii)** a waiver of subrogation provision in regards to the PDA.

Pease Greeters agrees to leave the Premises in the same or better condition as existed at the time of the commencement of any Greeter activity.

Please indicate by your signature or the signature of a duly authorized representative, the consent of Pease Greeters to the terms of this Right of Entry, and return the same to me along with proof of required insurance coverages.


Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 9 day of July, 2021

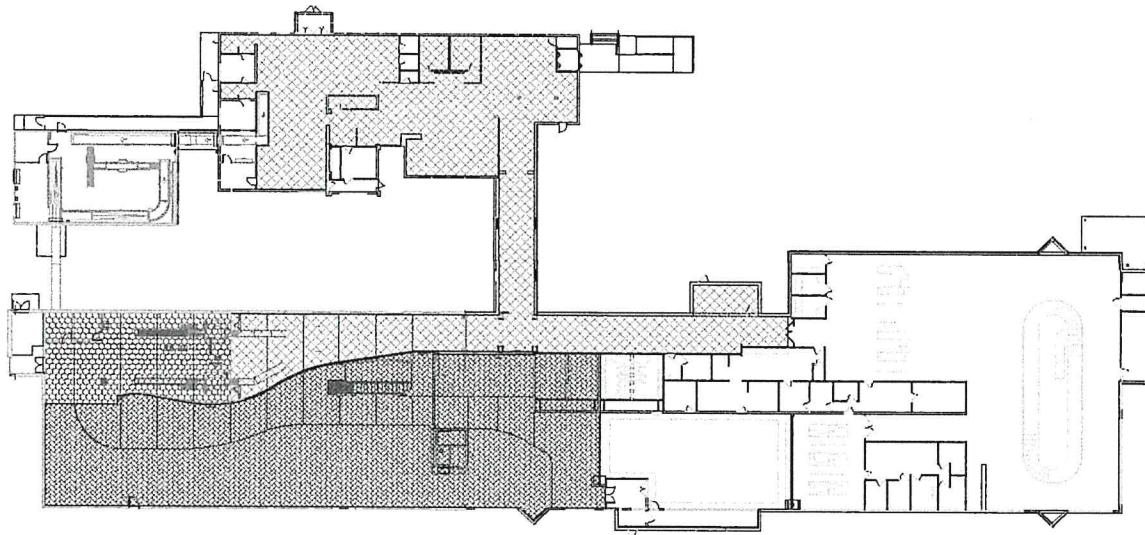
Pease Greeters

By: FRANK LASORSA 
Duly Authorized (Print and Sign)

Its: CHAIRMAN, PEASE GREETERS
Title

cc: Chasen Congreves, Airport Administrator
Anthony Blenkinsop, Deputy Director / General Counsel
Sandy McDonough, Operations Specialist / Community Liason
Peter Tiews (via e-mail: tiewsclan@aol.com)

EXHIBIT A
PREMISES






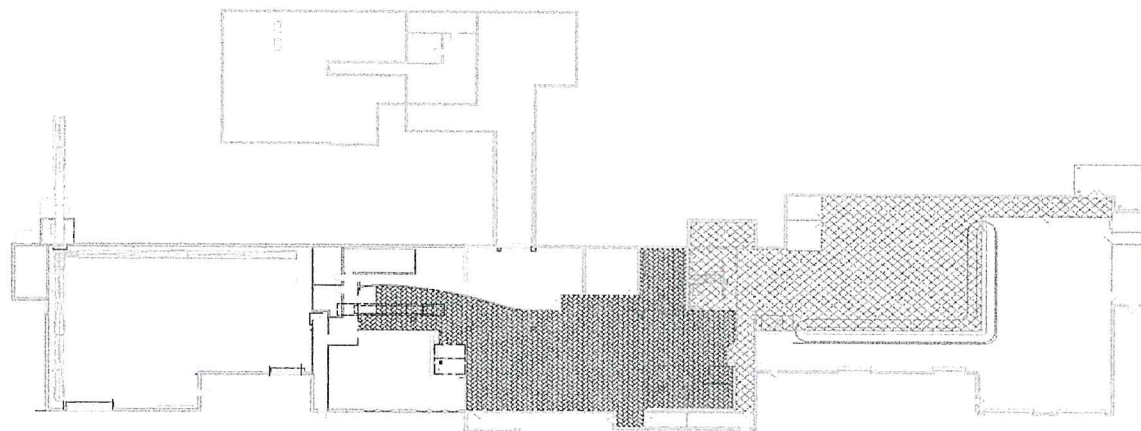
- LEGEND
-  RESTRICTED BADGED GREETER AREA
 -  PUBLIC BADGED GREETER AREA
 -  RESTRICTED AREA

Exhibit Depicting Designated Pease Greeter Areas - PSM Terminal Main Level

DESIGNED BY: MRM DATE: 6/29/21 SCALE: NTS

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



- LEGEND
-  RESTRICTED BADGED GREETER AREA
 -  PUBLIC BADGED GREETER AREA

Exhibit Depicting Designated Pease Greeter Areas - PSM Terminal Lower Level


DESIGNED BY: MRM DATE: 6/29/21 SCALE: NTS

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

EXHIBIT B

CERTIFICATE OF INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/08/2021		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801			CONTACT NAME: Chris Whaley PHONE (A.C. No. Exp): (603) 812-2600 FAX (A.C. No.): (603) 570-1073 E-MAIL ADDRESS: chris.whaley@crossagency.com			
INSURED Pease Greeters P.O. Box 23846: <i>1644</i> Portsmouth NH 03802			INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance 17370 INSURER B: GreatAmerican Ins. Co. 16691 INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: CL216859631		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
FORM LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (IND) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	Y Y	NN965374-02	08/23/2020	08/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> D/T/ <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers		EPP2445250	06/23/2021	06/23/2022	Employment Practices \$1,000,000 D&O Liability \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) When required by written contract certificate holder is Additional Insured on a primary and non contributory basis and waiver of subrogation is added on a primary and non contributory basis.						
CERTIFICATE HOLDER			CANCELLATION			
Pease Development Authority 55 International Drive Portsmouth NH 03801			SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Lease Reports
DATE: December 3, 2021

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

- A. Tenant: Family Ear, Nose & Throat, LLC
Space: 2,341 square feet at 14 Manchester Square (Suite #170)
Use: Profession office and related use
Term: Ten (10) Years Commencing 120 days from full execution of the sublease

- B. Tenant: Family Ear, Nose & Throat, LLC
Space: 2,500 square feet at 14 Manchester Square (Suite #210)
Use: Profession office and related use
Term: Ten (10) Years Commencing 120 days from full execution of the sublease

- C. Tenant: St. Mary's Bank
Space: 3,291 square feet at 20 International Drive
Use: Profession office and related use
Term: Seven (7) Years Commencing September 1, 2021

- D. Tenant: TIC – The Industrial Company, Cianbro Corporation, and The Middlesex Corporation
Space: 16,822 square feet at 100 International Drive, Suite #100
Use: Office and Related Use
Term: Six (6) Years commencing on the earlier of 90 days from the full Sublease execution or Sublessee's receipt of a certificate of occupancy and expiring on the last day of the 72nd month of the lease between the Lessee and the Sublessee

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:\BOARDMTG\2021\Lease Report 12-16-21.docx

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *P.E.B.*
Date: December 3, 2021
Re: Sublease between NH Avenue Retail Center, LLC and Family Ear, Nose & Throat, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between NH Avenue Retail Center, LLC ("NH Avenue") and **Family Ear, Nose & Throat, LLC ("FENT")** for **2,500 square feet at 14 Manchester Square (Suite #210)** with a **base term of ten (10) years** commencing one hundred twenty days from full execution. FENT will use the premises for professional office and related uses.

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 Sublease 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 NH Avenue's continued primary liability for payment of rent and other obligations pursuant to the PDA/NH Avenue Lease.

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to **25, 29 Retail LLC and NH AVENUE RETAIL CENTER, LLC** (collectively "Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 14 Manchester Square at Pease International Tradeport on June 28, 2004 (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. the original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. the proposed Sublessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease **2,500 square feet (Suite # 210)** within the Leased Premises to **Family Ear, Nose & Throat, LLC ("FENT")**, qualified to do business in the state of New Hampshire.

D. The proposed sublease to **FENT** is for professional office and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with PFA, for approximately 2,500 square feet within the Leased Premises.
2. Upon execution of the sublease with PFA, 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 **FENT**.
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 6 day of December, 2021 by the Pease Development Authority.


PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

25, 29 Retail LLC

12-7-21
Date

By: 
Its: Manager

AGREED AND ACCEPTED

NH AVENUE RETAIL CENTER, LLC

12-7-21
Date


By: 
Its: Manager

EXHIBIT A
SUBLEASE

THIS AGREEMENT

IS MADE

BETWEEN

AS

LESSOR

AND

FAMILY KAR, ROSE & THOMAS, LLC

AS

LESSEE

IN WASHINGTON STATE

THIS AGREEMENT

IS MADE THIS 15TH DAY OF

DECEMBER 2011

SUBLEASE

BETWEEN

NH AVENUE RETAIL CENTER, LLC

AS

"SUBLESSOR"

AND

FAMILY EAR, NOSE & THROAT, LLC

AS

"SUBLESSEE"

14 MANCHESTER SQUARE

SUITE #210

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF OCTOBER 4, 2021

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *P.E.B.*
Date: December 3, 2021
Re: Sublease between NH Avenue Retail Center, LLC and Family Ear, Nose & Throat, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between NH Avenue Retail Center, LLC ("NH Avenue") and **Family Ear, Nose & Throat, LLC ("FENT")** for **2,341 square feet** at **14 Manchester Square (Suite #170)** with a **base term of ten (10) years** commencing one hundred twenty days from full execution. **FENT** will use the premises for professional office and related uses.

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 Sublease 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 NH Avenue's continued primary liability for payment of rent and other obligations pursuant to the PDA/NH Avenue Lease.

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to **25, 29 Retail LLC and NH AVENUE RETAIL CENTER, LLC** (collectively "Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 14 Manchester Square at Pease International Tradeport on June 28, 2004 (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. the original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. the proposed Sublessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease **2,341 square feet (Suite # 170)** within the Leased Premises to **Family Ear, Nose & Throat, LLC ("FENT")**, qualified to do business in the state of New Hampshire.

D. The proposed sublease to **FENT** is for professional office and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with PFA, for approximately 2,341 square feet within the Leased Premises.
2. Upon execution of the sublease with PFA, 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 **FENT**.
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 6 day of December, 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

25, 29 Retail LLC

12-7-21
Date

By: 
Its: Manager

AGREED AND ACCEPTED

NH AVENUE RETAIL CENTER, LLC

12-7-21
Date

By: 
Its: Manager

EXHIBIT A

SUBLEASE

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

RECEIVED

SUBLEASE

BETWEEN

NH AVENUE RETAIL CENTER, LLC

AS
"SUBLESSOR"

AND

FAMILY EAR, NOSE & THROAT, LLC

AS
"SUBLESSEE"

14 MANCHESTER SQUARE

SUITE #170

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF OCTOBER 4, 2021

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: December 3, 2021
Re: Sublease between 30 International Drive, LLC and St. Mary's Bank

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 30 International Drive, LLC ("30 International") and St. Mary's Bank ("SMB") for 3,291 square feet for a period of seven (7) years, commencing September 1, 2021. SMB will use the premises for a credit union based financial facility, mortgage brokerage and lending office, and all related financial services activities.

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 Lease;
3. The original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. The proposed Sublessee is financially and operationally responsible."

Conditions one through three have been met. As to condition four, PDA relies on 30 International's continued primary liability for payment of rent and other obligations pursuant to the PDA/30 International 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.

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 30 INTERNATIONAL DRIVE, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 30 International Drive at Pease International Tradeport on July 1, 1997 (the "Lease").

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

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

C. Lessee has requested authorization to sublease approximately 3,291 square feet on the first floor within the Leased Premises at 20 International Drive to **St. Mary's Bank** ("SMB"), a limited liability company.

D. The proposed sublease to **SMB** is for professional office and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **SMB** for approximately 3,291 square feet within the Leased Premises.

2. Upon execution of the sublease with **SMB**, 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 **SMB**.

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 15th day of October, 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

30 INTERNATIONAL DRIVE, LLC

10/15/21
Date

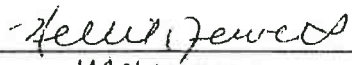
By: 
Its: manager

EXHIBIT "A"
SUBLEASED PREMISES

ST. MARY'S BANK
AT
ST. LOUIS, MISSOURI
AND
20 INTERNATIONAL DRIVE, L.L.C.
AT
ST. LOUIS, MISSOURI
OFFICE SPACE
AT
20 INTERNATIONAL DRIVE
ST. LOUIS, MISSOURI
ST. LOUIS, MISSOURI

SUBLEASE

between

30 INTERNATIONAL DRIVE, LLC

as

"SUBLESSOR"

And

ST. MARY'S BANK

as

"SUBLESSEE"


Office Space

at

20 International Drive
Pease International Tradeport
Portsmouth, New Hampshire

Revised 1-30-07

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: December 3, 2021
Re: Sublease between 100 International, LLC and TIC – The Industrial Company, Cianbro Corporation, and The Middlesex Corporation

In accordance with the “Delegation to Executive Director: Consent, Approval of Sublease Agreements” adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease at 100 International Drive for the following tenant:

- A. Tenant: TIC – The Industrial Company, Cianbro Corporation, and The Middlesex Corporation
Space: 16,822 square feet at 100 International Drive, Suite #100
Use: Office and Related Use
Term: Six (6) Years commencing on the earlier of 90 days from the full Sublease execution or Sublessee’s receipt of a certificate of occupancy and expiring on the last day of the 72nd month of the lease between the Lessee and the Sublessee

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

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

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

Conditions one through three have been met. As to condition four, PDA relies on 100 International’s continued primary liability for payment of rent and other obligations pursuant to the PDA/100 International Lease.

The Delegation to Executive Director: Consent, Approval of Lease 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\100 International\Board\Memo re-TIC etc 12-16-21.docx

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 100 INTERNATIONAL, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 100 International Drive at Pease International Tradeport on September 1, 2002 (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 Leased 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. the original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. the proposed Sublessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease approximately 16,822 square feet within the Leased Premises at **100 International Drive (Suite #100), TIC – The Industrial Company, Cianbo Corporation and The Middlesex Corporation** ("Sublessee"), existing under the laws of the State of New Hampshire.

D. The proposed sublease to **Sublessee** is for office use and related uses. The term is six (6) years commencing on the earlier of 90 days from the full Sublease execution or Sublessee's receipt of a certificate of occupancy and expiring on the last day of the 72nd month of the lease between the Lessee and the **Sublessee**.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **Sublessee** for approximately **16,822 square feet** within the Leased Premises.


2. Upon execution of the sublease with **Sublessee**, 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 **Sublessee**.

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 7 day of December, 2021 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

100 INTERNATIONAL, LLC

12-7-21
Date

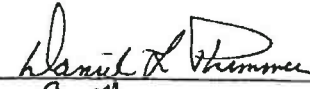
By: 
Its: Co-Manager

EXHIBIT A
SUBLEASED PREMISES

WHEREAS

BEFORE

ALL PARTIES

AND
"THE STATE"

AND

THE INDUSTRIAL COMPANY - THE
THE MIDDLEBURY CORPORATION
AND THE MIDDLEBURY CORPORATION

AND
"THE STATE"

THE MIDDLEBURY DRIVE

AND

FOR THE PURPOSE OF THE MIDDLEBURY DRIVE

1605 05 - 10/10/10

SUBLEASE

BETWEEN

100 INTERNATIONAL, LLC

AS
"SUBLESSOR"

AND

TIC - THE INDUSTRIAL COMPANY,
CIANBRO CORPORATION, AND
THE MIDDLESEX CORPORATION

AS
"SUBLESSEE"

100 INTERNATIONAL DRIVE

SUITE #100

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF November 30, 2021

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with Pease Rehab, LLC and Neuro-Rehab Associates, Inc. and to execute a 24-year lease extension and related side agreement amendments regarding the premises located at 105 Corporate Drive, Portsmouth, New Hampshire, on terms acceptable to the Executive Director and the General Counsel; substantially in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated December 9, 2021, attached hereto.

MEMORANDUM

To: Paul Brean, Executive Director *lrb*

From: Anthony I. Blenkinsop, Deputy Director/General Counsel *AIB*

Re: Northeast Rehabilitation Hospital (Pease Rehab, LLC) – Lease Extension

Date: December 9, 2021

In 2010, the Pease Development Authority and Northeast Rehabilitation Hospital (Pease Rehab, LLC, a New Hampshire limited liability company) (“NRH”), entered into a lease agreement for property located at 105 Corporate Drive for a term of 50 years, on which NRH constructed and operates a rehabilitation hospital (the “Facility”). At the time, the lease term was the longest allowed by the Federal Aviation Administration (“FAA”) in the Pease Business and Commercial Zone. NRH’s underlying leasehold mortgage for the Facility was guaranteed by the U.S. Department of Housing and Urban Development (“HUD”). HUD would not consent to the standard PDA lease rent escalation provisions. As a result, the underlying lease is for a flat rate of \$132,480 per year over the entire term of the lease.

Despite HUD’s position, NRH had no objection to making the escalation payments required by the standard PDA lease. Therefore, the parties agreed to enter into a secured side agreement under which NRH would make the escalation payments to the PDA over the term of the lease. As HUD had no objection to this structure, the parties entered into a separate Agreement for Fixed Rent Lease under which NRH (Neuro-Rehab Associates, Inc.) agreed to pay the PDA the total rent escalation amount of \$1,872,798.00 over the lease term, pursuant to a Promissory Note secured by a cash sum of \$750,000.00 paid to the PDA pursuant to a Cash Collateral Pledge and Security Agreement and to be held in an interest bearing control account. These agreements contemplate that once HUD financing is no longer guaranteeing the leasehold mortgage, which is anticipated to be in or around 2048, the lease agreement would be amended to include the standard rent escalation provisions and the secured side agreement would cease. These agreements and payment structure have worked without issue over the term of the Lease.

In 2018, following lengthy discussions between the PDA and the FAA, the FAA agreed to permit leases in the PDA Business and Commercial Zone and Industrial Zone for terms up to 74 years. Since that time, PDA has entered into a handful of new leases with 74 year terms with existing tenants. Given significant new construction associated with these leases (i.e. 90 Arboretum Drive), the tenants were able to reset their new leases to year zero and take advantage of a full 74 year term. Consistent with FAA's authorization, NRH has requested an extension of its lease term to 74 years. However, NRH does not wish to commit to any new construction at this time, and as such is not seeking a reset to year zero.

NRH is a valued tenant on the Tradeport, brings an important service to the New Hampshire seacoast area, and provides highly skilled employment opportunities. PDA staff is supportive of a 24 year extension of the current lease term, consistent with FAA authorization. Such extension would be accomplished through amendments to the underlying lease agreement, as well as to the Agreement for Fixed Rent Lease, Promissory Note, and Cash Collateral Pledge Agreement to provide the additional 24 years to NRH and security to the PDA for the additional years of rent.

With the foregoing in mind, at the December 16, 2021 meeting of the PDA Board of Directors, please seek authority to negotiate and finalize a lease amendment with NRH to provide an additional 24 years to the existing lease term, as well as amendments to the Agreement for Fixed Rent Lease, Promissory Note, and Cash Collateral Pledge Agreement to recognize the longer lease term and provide security to the PDA for the lease extension period.

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Contract Reports
DATE: December 6, 2021

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

1. Project Name: Honeywell Internation
PDA Obligation: \$2,875.00
Summary: Invoice for access cards for Portsmouth International Airport at Pease

2. Project Name: HID Global SAFE, Inc.
Board Authority: Prior authorization to extend services per Board's authorization in 2018
PDA Obligation: \$29,280.00
Summary: Invoice for Maintenance and Renewal for year 3 of 5 year agreement for services

3. Project Name: HID Global SAFE, Inc.
PDA Obligation: \$900.00
Summary: Invoice for Assure ID Data Capture (3M) Equipment

4. Project Name: On-Call Electrical Maintenance Services
Board Authority: Prior authorization to extend services per Board's authorization in 2018
Summary: PDA Exercised Its First of Two, One Year Options with Martineau Electric

Honeywell International
68 Darin Drive
Augusta, Maine 04330

Honeywell
Firm Quotation

Customer: Portsmouth International Airport

Date of Issue: 10/27/21

Address: 36 Airline Ave
Portsmouth, NH 03801

Quotation #: 211210
Quote Type: EWO Quote

Attn: Ed Pottberg

Site Name: Port Airport

WORK TO BE PERFORMED

Provide access cards.

MATERIALS

- Qty (400) 92940025400 - QUADRA KEY CARDS WITH NO LOGO OR MAG STRIPE

ADDITIONAL CLARIFICATIONS / EXCLUSIONS

- WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS OF 7:30 AM – 4:30 PM (MODAY-FRIDAY)
- DOES NOT INLCLUDE LABOR TO PROGRAM.
- DOES NOT INCLUDE ADDITIONAL ITEMS OTHER THAN THE ONES DESCRIBED ABOVE.

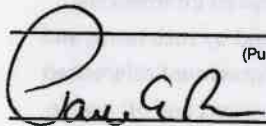
TERMS AND CONDITIONS OF SALE

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

All for the sum of: Two Thousand Eught Hudnred Severnty Five -----00/100 (\$2,875.00) Dollars

Sales / Use tax have NOT been included and will be billed separately.
THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:

By: 
(Purchaser)

Title: Executive Director

Date: 11/23/2021

PO # / Credit Card # _____

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

By: Brice LeBlanc
Brice LeBlanc
Project Manager

Addendum to Contract or Agreement

Honeywell International, Inc. – Pease Development Authority (Quotation #211210)

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

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

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

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

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

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

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

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

Date: 11/23/21

Honeywell International, Inc.

By: Brica LeBlanc
Sign and Print

Its: Project Manager

Date: 11/23/2021

Pease Development Authority

By: Paul Breaan
Paul Breaan

Its: Executive Director



611 Center Ridge Drive
Austin, Texas 78753 USA

FREE +1 800 237 7769
MAIN +1 512 776 9000
FAX +1 512 776 9630

November 17, 2021

Ed Pottberg
Pease Development Authority
36 Airline Avenue
Portsmouth, NH 03801

Subject: Quote for 2022 Annual Support & Maintenance Renewal

Dear Ed:

Thank you for the opportunity to present this proposal to you for renewal of your SAFE Software annual support and maintenance.

The SAFE support & maintenance agreement protects your investment in the SAFE software by ensuring that your Physical Identity Management system stays current in the changing IT and Physical Security infrastructure world with latest industry compliance, best operational practices and related product improvements, features / functionalities.

Quote #: PORTSMOUTH2022 (Please reference the quote number on the PO)
Description: Gold Maintenance and Support
Renewal Term: Dec 1, 2021 through Nov 30, 2022
Total Maintenance Fee: \$29,280.00

PN	Description	Qty	Unit Price	Maintenance
QS-70002-IAM-PG1	SAFE For Aviation (QS-70002)	2,000	\$ 14.64	\$ 29,280.00
			Total	\$ 29,280.00

Please contact me if you have any questions. 😊

Kind Regards,

Kathryn Hartwig
HID Global SAFE, Inc.
(408) 219-6656 (P)
khartwig@hidglobal.com

hidglobal.com



Maintenance Renewal Form

This form will assist customers in renewing their annual maintenance.

Indicate the product(s) being renewed for maintenance (a full part number is required and note the cost for each item and the extended price.

PN	Description	Qty	Unit Price	Maintenance
QS-70002-IAM-PG1	SAFE For Aviation (QS-70002)	2,000	\$ 14.64	\$ 29,280.00
			Total	\$ 29,280.00

Provide the shipping address information: same as bill to? Yes No

Contact Name: Ed Pottberg

Company Name: Pease Development Authority

Address: 36 Airline Avenue

City, State, Zip Code: Portsmouth, NH 03801

Telephone Number: (603) 433-6536

E-Mail Address: e.pottberg@peasedev.org

Customer Authorization: 

Date: 11/19/2021

Email completed form to: khartwig@hidglobal.com



611 Center Ridge Drive
Austin, Texas 78753 USA

FREE +1 800 237 7769
MAIN +1 512 776 9000
FAX +1 512 776 9630

November 17, 2021

Ed Pottberg
Pease Development Authority
36 Airline Avenue
Portsmouth, NH 03801

Subject: Quote for 2022 AssureID Annual Support & Maintenance Renewal

Dear Ed:

Thank you for the opportunity to present this proposal to you for renewal of your SAFE Software annual support and maintenance.

The SAFE support & maintenance agreement protects your investment in the SAFE software by ensuring that your Physical Identity Management system stays current in the changing IT and Physical Security infrastructure world with latest industry compliance, best operational practices and related product improvements, features / functionalities.

Quote #: PORTSMOUTH2022-ASI (Please reference the quote number on the PO)
Description: Gold Maintenance and Support
Renewal Term: Dec 1, 2021 through Nov 30, 2022
Total Maintenance Fee: \$900.00

PN	Description	Qty	Unit Price	Maintenance
QS-20068-PG	AssureID Data Capture and Authentication (QS-20068) LWU7A-GFW8J-DQ3KS-R6WB2-WAC2E-2	1	\$ 450.00	\$ 450.00
QS-20068-PG	AssureID Data Capture and Authentication (QS-20068) E6KUW-BRNEZ-46NTJ-ZQH9H-UQH8L-5	1	\$ 450.00	\$ 450.00
			Total	\$ 900.00

Please contact me if you have any questions. 😊

Kind Regards,

Kathryn Hartwig
HID Global Corporation
(408) 219-6656 (P)
khartwig@hidglobal.com

hidglobal.com



Maintenance Renewal Form

This form will assist customers in renewing their annual maintenance.

Indicate the product(s) being renewed for maintenance (a full part number is required and note the cost for each item and the extended price.

PN	Description	Qty	Unit Price	Maintenance
QS-20068-PG	AssureID Data Capture and Authentication (QS-20068) LWU7A-GFW8J-DQ3KS-R6WB2-WAC2E-2	1	\$ 450.00	\$ 450.00
QS-20068-PG	AssureID Data Capture and Authentication (QS-20068) E6KUW-BRNEZ-46NTJ-ZQH9H-UQH8L-5	1	\$ 450.00	\$ 450.00
			Total	\$ 900.00

Provide the shipping address information: same as bill to? Yes No

Contact Name: Ed Pottberg

Company Name: Pease Development Authority

Address: 36 Airline Avenue

City, State, Zip Code: Portsmouth, NH 03801

Telephone Number: (603) 433-6536

E-Mail Address: e.pottberg@peasedev.org

Customer Authorization: 

Date: 11/19/2021

Email completed form to: khartwig@hidglobal.com

November 24, 2021

Martineau Electric, Inc.
165 Industrial Park Drive
Dover, NH 03820

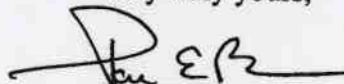
Re: On-Call Electrical Maintenance Services

To Whom It May Concern:

Please allow this letter to serve as the Pease Development Authority's exercise of its first of two, one (1) year options to extend the term of our Agreement for On-Call Electrical Maintenance Services which commenced on July 1, 2018. The exercise of this option shall extend the term of the Agreement through June 30, 2022.

If you have questions regarding this matter, please let me know.

Very truly yours,



Paul E. Brean
Executive Director

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Maria J. Stowell, Engineering Manager
Chasen Congreves, Manager of Airport Administration
Suzy Anzalone, Director of Finance

MOTION

Director Parker:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to accept and bind insurance coverages for the PDA to be provided by Cross Insurance, Inc. as outlined in the premium summary attached hereto, in the projected total premium amount of \$173,077.09 for the period of December 31, 2021 through December 31, 2022, in accordance with the memorandum of Anthony I. Blenkinsop, Deputy Director/General Counsel, dated December 9, 2021, also attached hereto.

MEMORANDUM

To: Paul Brean, Executive Director *PB*

From: Anthony I. Blenkinsop, Deputy Director/General Counsel *AIB*

Re: Renewal of PDA's Insurance Program – Cross Insurance, Inc.

Date: December 9, 2021

In 2017, Cross Insurance, Inc. was selected to be the broker of record for seeking and binding the following insurance coverages for Pease Development Authority:

1. Commercial General Liability;
2. Business Auto;
3. Umbrella;
4. Crime/Employee Dishonesty;
5. Employment Practices;
6. Airport Liability;
7. Pollution liability (Skyhaven Airport Av Gas tank only); and
8. Cyber liability.

Attached please find a proposed premium summary for the upcoming year in the amount of \$173,077.09, which represents an 8% increase over last year's premium. Premiums have increased across the lines of coverage, most notably in regards to cyber liability. Rates have increased due to overall claims experience industry wide, the increasing frequency and effectiveness of cybercrimes, and continued uncertainty in the insurance markets generally given the COVID pandemic.

At the December 16, 2021, meeting of the Board of Directors, please request approval to bind all of the aforementioned coverages in the projected total amount of \$173,077.09 for the renewal policy period of 12/31/21 -12/31/22.

Proposed Premium Summary

Policy Type	Company	AM Best Rating	Standard & Poor Rating	Expiring Premium	Proposed Premium	%
Commercial Package/(General Liability & Contents)	Hanover	A	AA	\$43,528	\$47,582	8.5%
Business Auto	Safety Insurance	A	A	\$23,778	\$24,927	4.7%
Umbrella	Burlington Ins Co.	A	A	\$37,005	38753.75	4.5%
Crime/Employee Dishonesty	Hanover	A	A	2,457	2,619	6.2%
Employment Practices Liability	Chubb	A++	AA	\$9,590	9,590	Flat
Airport Liability	Starr Aviation	A	A+	32,974	37,806	13%
Pollution	Freberg/Admiral	A+	A+	\$6,214.73	\$6,952.21	11%
Cyber	Houston Casualty	A+	A+	\$3,735.33	4,847.13	23%
				\$159,254.06	\$173,077.09	8%
Total						



MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to accept and bind PDA property insurance coverage with USI - New England, Inc. as outlined on the schedule attached hereto, in the projected total premium amount of \$153,486.00 for the period of December 31, 2021 through December 31, 2022; all in accordance with the attached memorandum of Anthony I. Blenkinsop, Deputy Director/General Counsel, dated December 9, 2021.

N:\RESOLVES\2021\Ins- USI 12-16-21.docx

MEMORANDUM

To: Paul Brean, Executive Director 
From: Anthony I. Blenkinsop, Deputy Director/General Counsel 
Re: Renewal of PDA's Property Insurance Program – USI New England, Inc.
Date: December 9, 2021

In 2017, USI New England, Inc. was selected to be the broker of record for seeking and binding property insurance coverage for the Pease Development Authority (“PDA”).

Attached please find a proposed premium summary for the upcoming year. USI New England, Inc. negotiated a renewal in the projected amount of \$153,486.00. This coverage is applicable to PDA facilities which are owned, occupied or controlled by PDA (e.g., the Airport Passenger Terminal Building, the Air Traffic Control Tower, 55 International Drive). As to PDA owned buildings leased to third parties, tenants are responsible for securing property and other applicable coverages in accordance with the lease terms (e.g., Hangars 205, 212 and 213 leased to and occupied by Port City Air).

The renewal premium represents a 21.9% increase over last year's premium rate, which is a function of the continuing hardening of the insurance market nationally due to issues such as wildfires, flooding, and more **severe/frequent** storms, as well as the ongoing impact of COVID-19 to insurance markets generally. Additionally, PDA property values have increased, most notably with the airport terminal expansion, but business income and computer equipment values have increased as well. PDA's individual claims history continues to be minimal.

At the December 16, 2021, meeting of the Board of Directors, please request approval to bind property coverage in the projected total amount of \$153,486.00 for the renewal policy period of 12/31/21 -12/31/22.

Premium Summary

Coverage	Term	Carrier	AM Best Rating	Admitted or Non Admitted	Minimum Earned Premium	Expiring Term Premium	Proposed Term Premium
Property	12/31/21 - 12/31/22	Federal Ins Co (Chubb)	A++ XV	Admitted	n/a	\$125,912 Incls TRIA	\$153,486 Incls TRIA
Inland Marine	12/31/21 - 12/31/22						

	2020	2021 w/completed terminal	Value Change 2020 vs 2021
Building	111,016,965	126,102,315	13.59%
Contents	3,000,000	3,000,000	0.00%
EDP	485,000	1,175,900	142.45%
Business Income	3,412,000	4,399,000	28.93%
Mobile Equipment	7,613,049	7,163,733	-5.90%
Total Values	125,527,014	141,840,948	13.00%
Premium	\$125,912	\$153,486	21.90%
Rate	\$0.1003	\$0.1082	7.88%


MOTION

Director Anderson:

The Pease Development Authority (“PDA”) Board of Directors hereby approves and authorizes the Executive Director to enter into a contract with Alliance Mechanical of Bow, NH for the purpose of providing on-call heating, ventilation and air conditioning maintenance services for PDA and Division of Ports and Harbors facilities, for an initial term of three (3) years with two (2) one (1) year extension options exercisable at the Executive Director’s sole discretion; all in accordance with the memorandum from Chasen Congreves, Manager of Airport Administration, dated November 30, 2021 attached hereto.

N:\RESOLVES\2021\HVAC 12-16-21.docx

Memo

To: Paul Brean, Executive Director 

From: Chasen Congreves, Manager of Airport Administration 

Date: 11/30/2021

Re: 2021 HVAC Bid

The Pease Development Authority recently issued a Request for Bids to provide for Heat, Ventilation, and Air Conditioning (HVAC) services of PDA maintained facilities. Two (2) bids were submitted and publicly opened on 5 November 2021 at 2:00 P.M. EST. Interested contractors were requested to provide hourly rates and material mark-up costs and apply those to estimated quantities provided on the Bid Form. A spreadsheet showing the resultant bids in greater detail is attached. The contract duration is three (3) years with two (2) one-year options at the discretion of the PDA.

The low bidder is:

Alliance Mechanical	\$59,215.00
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Other respondents:

Eckhardt & Johnson	\$71,622.50
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Alliance Mechanical has provided the lowest cost in comparison to the other bidders, therefore I request that you seek approval from the PDA Board of Directors to award the HVAC Service Contract to the lowest bidder, Alliance Mechanical, consistent with their proposal submitted on 5 November 2021.

**PEASE DEVELOPMENT AUTHORITY, Portsmouth, NH
HVAC Services**

**Exhibit A – Bid Proposal Form
HVAC MAINTENANCE**

Item No.	Description	Unit Rate	Estimated Quantity	Total
1	Normal Business Hours Rate for HVAC Technician (7 a.m. to 5 p.m.)	\$ <u>99</u> per hour	375 Hours	\$ <u>37,125</u>
2	After Hours Rate for HVAC Technician	\$ <u>148</u> per hour	25 Hours	\$ <u>3,700</u>
3	Markup rates for materials and subcontract work			
	a. Parts less than \$50	1. <u>15%</u>	\$5000	\$ <u>5,750</u>
	b. Parts from \$50 to \$250	1. <u>15%</u>	\$1000	\$ <u>1,150</u>
	c. Parts from \$250 to \$1000	1. <u>15%</u>	\$1000	\$ <u>1,150</u>
	d. Parts greater than \$1000	1. <u>10%</u>	\$5000	\$ <u>5,500</u>
	e. Subcontracted work	1. <u>10%</u>	\$4400	\$ <u>4,840</u>
				\$ <u>18,390</u>
		BID TOTAL		\$ <u>59,215</u>

Rates quoted are all-inclusive and contain all incidental costs including but not limited to: mileage, travel, equipment, contract administration, insurance, profit and overhead.

**PEASE DEVELOPMENT AUTHORITY, Portsmouth, NH
HVAC Services**

**Exhibit A – Bid Proposal Form
HVAC MAINTENANCE**

Item No.	Description	Unit Rate	Estimated Quantity	Total
1	Normal Business Hours Rate for HVAC Technician (7 a.m. to 5 p.m.)	<u>\$ 125.00</u> per hour	375 Hours	<u>\$ 46,875.00</u>
2	After Hours Rate for HVAC Technician	<u>\$ 187.50</u> per hour	25 Hours	<u>\$ 4,687.50</u>
3	Markup rates for materials and subcontract work			
	a. Parts less than \$50	1. <u>25%</u>	\$5000	<u>\$ 6,250.00</u>
	b. Parts from \$50 to \$250	1. <u>25%</u>	\$1000	<u>\$ 1,250.00</u>
	c. Parts from \$250 to \$1000	1. <u>25%</u>	\$1000	<u>\$ 1,250.00</u>
	d. Parts greater than \$1000	1. <u>25%</u>	\$5000	<u>\$ 6,250.00</u>
	e. Subcontracted work	1. <u>15%</u>	\$4400	<u>\$ 5,060.00</u>
				\$
BID TOTAL				<u>\$ 71,622.50</u>

Rates quoted are all-inclusive and contain all incidental costs including but not limited to: mileage, travel, equipment, contract administration, insurance, profit and overhead.

MOTION

Director Parker:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Vaisala for management and maintenance of the Portsmouth International Airport at Pease ("PSM") runway surface and sub-surface sensor system for a seven (7) year period, in the total amount of \$65,384.00; all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated December 6, 2021, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as the Vaisala system was installed as part of the runway reconstruction bid and project and is the sensor system preferred by the FAA for PSM.

**NOTE: This motion requires 5 affirmative votes.
Roll Call vote.**

N:\RESOLVES\2021\Vaisala Runway Surface Sensor System 12-16-2021.docx

Memo

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

From: Chasen Congreves, Manager of Airport Administration *CC*

Date: 12/6/2021

Re: Runway Surface Sensor System (Vaisala)

In 2020, the Pease Development Authority ("PDA") completed the rehabilitation of Runway 16/34, which included the procurement and installation of Vaisala, a runway surface and sub-surface sensor system that the Federal Aviation Administration ("FAA") preferred be included in the project. This sensor system is the most common amongst airports that utilize a sensor system to detect anomalies to the runway.

The system is able to predict weather patterns, provide actual and forecasted temperatures, provide alerts for weather/temperature changes, provide information on cloud coverage, and provide more accurate information concerning contaminants on the runway. The system also documents and provides reports required by the FAA. Prior to the replacement of this sensor system, PDA managed an outdated tool that consistently required repair until it no longer was repairable due to the inability to obtain the necessary parts. Airport Operations was also required to document each storm by hand with separate tools. This new system centralizes all the information required by the FAA. Though the system was installed as part of the runway project, the ongoing management of this system is maintained by Vaisala and requires an ongoing management/maintenance agreement.

At the December 16, 2021 meeting, please request Board authorization to contract with Vaisala for management/maintenance of the runway surface and sub-surface sensor system for a seven (7) year period in the total amount of \$65,384.00. Please also request Board authorization to waive the Request for Proposal ("RFP") requirement as the system was installed as part of the runway bid, is the sensor system preferred by the FAA for PSM, and has functioned well over the past year. The annual cost for the surface sensor system equates to approximately \$9,132.00 per year for the first three (3) years and then increases to \$9,497 for the following four (4) years. The total cost of the system for seven (7) years equates to \$65,384.00. Please see the attached quote for further details.

Vaisala Data Service Contract

Customer	
Portsmouth International Airport	
55 International Drive	
Portsmouth, NH 03801	
(referred to as "the Customer")	

Customer	
Vaisala, Inc.	
194 South Taylor Avenue	
Louisville, CO 80027	
USA	
(referred to as "Vaisala")	

Validity of the Contract	
Contract Number:	US0012629SER
Start Date:	November 10, 2021
End Date:	November 09, 2028

Scope: This Contract covers the agreed services ("the Services") described below.

Invoicing Schedule:			
Annually	X	Semi-annually	
Quarterly		Monthly	

Payment Terms: Net 30

Items(s)	Contract Fees (USD)
Data Hosting (3 sites)	
Navigator II & comms, Forecast	
Year 1, 2 and 3	\$9,132.00 each
Year 4, 5, 6 and 7 -option	\$9,497.00 each
7 years	TOTAL \$65,384.00

*Each party reserves the right to cancel the agreement, and Vaisala reserves the right to replace Navigator software with other currently available software and a minimum notification provision of 180 days.

Customer Contact	
Name:	Paul Brean
Phone:	603-433-6536
Email:	p.brean@peasedev.org

Vaisala Contact	
Name:	Teresa Loper
Phone:	720-304-4404
Email:	Teresa.loper@vaisala.com

This Contract represents the entire understanding of the parties with respect to the subject matter hereof and, as of its entering into force, supersedes all prior communications, representations and agreements, whether oral or written, with respect to the same subject matter. In all other respects Vaisala General Conditions of Service and the General Conditions of Information Service will govern this Contract. The priority order of these documents shall be:

- General Conditions of Information Service: <http://www.vaisala.com/DOC235787>
- Section 1: Systems & Services
- Section 2: Contact methods
- Section 3: Statement of Work

Customer Signature / Date

Vaisala Signature / Date

Section 1: Systems & Services

1.0 Systems Included

Item	Description	RWIS Site(s) / Duration
	Data Hosting (3 sites)	1-Year (November 10,2021– November 09, 2022)
		7- Year (November 10, 2021- November 09, 2028)

* Sites listed below.

RWIS Sites Included

Site Number	Vaisala Site Names	
1	PSM Northern RPU (F)	
2	PSM Midfield RPU (F)	
3	PSM Southern RPU (F)	

Section 2: Contact Methods for Technical Support

Technical Support

Standard Technical Support is available 24/7/365 in the English language.

Main Technical Support

Email: helpdesk@vaisala.com

Phone (Americas): +1 877-VAISALA (824-7252)

Phone (Rest of World): +44 121 6831269

RoadDSS Navigator Support

Email: helpdesk@vaisala.com

Phone (Americas): +1 800-221-9779

Sales Contact

Name: Teresa.loper@vaisala.com

Email:

Phone (Americas): +1 720-304-4404

Section 3: Statement of Work

Navigator Data Service

Navigator is a hosted web user interface for viewing weather data. The application displays data collected by the Vaisala Global Data Management Center from Customer owned surface weather station(s). This service is for the collection of data to be displayed in the Navigator platform.

Description of Navigator Data Service

Vaisala will collect the surface weather station data at a minimum every 20 minutes and display the information graphically on the customer specific site.

Data will be archived by Vaisala throughout the duration of the Contract term. Data is not available for times in which data has not been reported from the surface weather station(s). Camera images, if there are any collected by the surface weather system, will be available for live access for up to 5 weeks.

Data from the Customer's surface weather station(s) will be received and processed at a Vaisala data center. The data will be tested for quality to remove erroneous information before it is made available to visualization software or third party exports. If data is to be used for forecasting, the quality-controlled data can be sent to the forecast provider in a common format. Forecasts are received and processed by the Vaisala system before being made available to visualization software. Methods of forecast data exchange utilize Web Export Service.

Customer Responsibilities

The Customer will provide the number of the phone line or of the GSM SIM card to Vaisala. If a GPRS CDMA SIM card is being utilized, the network provider APN and the data number will also be made available to Vaisala.

If data communications is not purchased under the agreement through Vaisala, the customer is responsible for management of the communications accounts.

Customer must have an internet connection and utilize a supported web browser in order to view the Navigator site. Supported can be found listed on www.vaisala.com.

Delivery of the quality controlled data to the Navigator II platform is contingent upon Vaisala receiving a regular and reliable data feed from the surface weather station(s). Customer is responsible for proper maintenance of equipment to ensure data availability.

If Customer firewalls prevent Vaisala from polling data directly from the surface weather station(s), Customer will work with Vaisala to push the data from the systems to Vaisala's data centers.

MOTION

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services (USDA / WS), to continue its integrated wildlife control and monitoring duties at Portsmouth International Airport at Pease (PSM) and Skyhaven Airport (DAW), for the period of January 1, 2022, through December 31, 2022, in the amount of \$32,914.85; any taking of wildlife at Pease will be confined within the airport perimeter fence and be in compliance with Federal and State permits; all in accordance with the memorandum of Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance, dated November 23, 2021, and attached hereto.

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

1. the PDA has a long standing relationship with USDA/WS stemming back to the time the PDA was formed;
2. as part of that relationship the USDA/WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not want to interrupt this data stream;
3. the USDA/WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management to meet 14 CFR 139 requirements; and
4. the USDA/WS is the FAA recognized federal authority for airport wildlife hazard management and training

Note: Roll Call vote. Motion requires 5 affirmative votes.

INTEROFFICE MEMORANDUM

TO: PAUL BREAN, EXECUTIVE DIRECTOR 
FROM: ANDREW B. POMEROY, C.M., MANAGER AVIATION PLANNING AND REGULATORY COMPLIANCE 
SUBJECT: USDA/WS WILDLIFE CONTROL COOPERATIVE SERVICE AGREEMENT
DATE: 11/23/2021
CC: FILE

In accordance with USDA/WS responsibilities under 7 U.S. Code 426-426c, 46 Statute 1468, USDA/WS and the FAA have entered into a Memorandum of Understanding (No. 12-34-71-0003-MOU) establishing the USDA/WS as the recognized authority on wildlife hazard management at airports.

The PDA entered into contract with USDA/WS for airport wildlife hazard management services. The contract expires on December 31, 2021. It is important that these efforts continue to ensure the safety of the flying public, as well as maintaining compliance with 14 CFR part 139.

The USDA has proposed a new contract through CY22 in the amount of \$32,914.85. The new contract provides for full time, year round airfield coverage by a dedicated wildlife biologist. This new agreement incorporates the provisions of the long standing USDA Wildlife Services Agreement, including woodchuck control, wild turkey control, as well as large bird and mammal control to include trapping of coyotes, fox and raptors. The contract includes the use of wildlife mitigation techniques, equipment, and training of airport staff. The \$32,914.85 contract amount is a \$2,001.75 increase over last year, and represents the PDA's share of the cost of the agreement. The remaining 70% will be funded by a cooperative agreement with the New Hampshire Air National Guard (NH ANG).

The collaborative efforts of the airport staff, NH ANG and USDA/WS have been very successful and has resulted in a record number of hawks and other raptors being captured and safely relocated away from the airport. As the airport gets busier and our passenger numbers increase we need to continue the program to ensure the continued safety of the airfield and the flying public. I recommend that the PDA accept the attached proposal as presented.

In accordance with the provisions of RSA 12-G:8 VIII, we recommend waiving the RFP requirement for the following reasons: the PDA has a long standing relationship with USDA/WS stemming back to the time the PDA was formed; as part of that relationship the USDA/WS has maintained ongoing wildlife surveys, with data dating back to its first work at Pease and PDA does not want to interrupt this data stream; the USDA/WS conducts training classes for PDA Airport Operations Personnel on Airport Wildlife Hazard Management to meet 14 CFR 139 requirements; and the USDA/WS is the FAA recognized federal authority for airport wildlife hazard management and training. In addition this agreement is a cost share with our partners at the NH ANG.

I request that you seek the Board of Directors' approval at its December 16, 2021 meeting to waive the RFP requirement and enter into a cooperative service agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services, to continue its integrated wildlife control and monitoring duties. Any taking of wildlife will be in compliance with Federal and State permits. The contract's effective date is January 1, 2022 and it will expire December 31, 2022. Attached is a copy of the proposed agreement.

COOPERATIVE SERVICE AGREEMENT
between
PEASE DEVELOPMENT AUTHORITY (PDA)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct an integrated wildlife hazard management and monitoring project with an emphasis on reducing wildlife threats to aviation within the Air Operations Area (AOA) at the Pease International Tradeport facility Portsmouth, NH. The project's objective is to reduce the threat of strikes involving wild birds and mammals and to prevent wildlife damage to air traffic and air passengers. WS activities are described in attached Work and Financial Plans.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

APHIS WS and PDA mutually agree:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
1. The PDA certifies that APHIS-WS has advised the PDA there may be private sector service providers available to provide wildlife damage management (WDM) services that the PDA is seeking from APHIS-WS.
2. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

3. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 – PDA RESPONSIBILITIES

PDA agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Paul Brean, Executive Director
Pease International Tradeport
55 International Drive
Portsmouth, NH 03801
p.brean@peasedev.org
603 433-6088

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the PDA. PDA will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitters.

9. To designate airport staff to conduct bird harassment activities that will be trained by WS to apply techniques to effectively keep birds from using the AOA when WS personnel are not present at the facility.
10. To provide an indoor working space to complete necessary paperwork.
11. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

David Allaben, State Director, NH/VT
USDA, APHIS, WS
59 Chenell Drive, Suite 7
Concord, NH 03301-8548
david.j.allaben@usda.gov
603 223-6832

2. To conduct activities at the Pease International Tradeport as described in the Work and Financial Plans. All APHIS-WS activities except monitoring will be conducted solely inside the airport perimeter fence as detailed in the Work and Financial Plans. APHIS-WS could potentially conduct future non-lethal harassment activities at identified and approved sites outside the airport perimeter fence upon approval by PDA if it is determined necessary. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice PDA quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the PDA shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

5. To annually prepare a final report of activities conducted under this Agreement.
6. To help secure all necessary wildlife permits for implementation of the integrated program.
7. To wear appropriate safety equipment and follow safety guidelines that comply with APHIS-WS and Pease International Tradeport procedures
8. To monitor bird presence at identified properties adjacent to the facility.
9. The PDA shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.
10. To coordinate with PDA before responding to all media requests.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on January 1, 2022 and shall continue through December 31, 2022, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

David A. Allen, State Director, APHIS-WS
3000 Canyon Blvd, Suite 4
Colorado, CO 80501

William J. Hays
Director, Western Region
APHIS-WS
12700 E. Hampton Ave., Suite 200
Pueblo, CO 81006

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 02-0440365
APHIS-WS's Tax ID: 41-0696271

PEASE DEVELOPMENT AUTHORITY (PDA)

Paul Brean
Executive Director
Pease Development Authority
Pease International Tradeport
Portsmouth, NH 03801

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

David Allaben, State Director NH/VT
USDA, APHIS, WS
59 Chenell Drive, Suite 7
Concord, NH 03301

Date

Willie Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

ATTACHMENT A WORK PLAN

In accordance with the Cooperative Service Agreement between Pease Development Authority and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To reduce threats to air traffic and air passengers associated with turkeys, other large birds and mammals attracted to the AOA at Pease International Tradeport Portsmouth, NH through the conduct of integrated bird and mammal harassment, removal and monitoring activities.

Plan of Action

1. APHIS-WS direct control activities are currently funded jointly by Pease Development Authority and the DOD, Air National Guard. Funding provided by DOD is awarded on a fiscal year basis and is not a guaranteed source of revenue each year. APHIS-WS will staff the integrated harassment program with 1-2 employees for 4-5 working days per week (80 hours/week) contingent upon full funding from PDA and the DOD, excluding government holidays, annual leave and mandatory training exercises of up to one consecutive week per year, off-site. Revocation of funding by the DOD will limit the number of employees to 1 employee for 1-2 days per week. Staffing will coincide with periods of greatest concern regarding wildlife presence on the AOA and biological behaviors (flocking and movements) that pose the greatest safety concerns to air traffic. Additional wildlife coverage will be provided, as requested, as funding allows during off peak months. Scheduling (days and hours worked) will vary throughout the project to reduce bird habituation to harassment timing.
2. APHIS-WS shall patrol the airport property, attempting to keep it free of turkeys and other large birds such as Canada geese, gulls, turkey vultures and crows by pyrotechnic harassment and limited shooting to reinforce the deterrent effect of non-lethal pyrotechnics. Additional wildlife hazard mitigation activities will include treating woodchuck burrows, raptor trapping, and blackbird trapping and trapping of mammals including carnivores, as need and/or requested.
3. All harassment and bird removal activities will be conducted inside the perimeter fence. Bird removal (shooting) will be conducted in accordance with strict shooting protocol and only when considered absolutely safe. Shells will be retrieved by shooter. Carcasses will be disposed of in accordance with depredation permit conditions.
4. No harassment or bird removal activities will be conducted outside the perimeter fence unless non-lethal harassment is approved by PDA at specific key locations. Non-lethal harassment is recommended at identified turkey "hot spots" located outside the perimeter fence. Should PDA provide APHIS-WS authority to conduct non-lethal harassment activities at these sites in the future, they will be incorporated into the project monitoring and harassment protocol.

5. As requested by PDA, APHIS-WS may remove resident mammals including; coyotes, foxes, raccoons, skunks, beaver, deer and woodchucks by harassment, shooting, snares, trapping, or the use of gas cartridges as needed during the calendar year.
6. APHIS-WS will be badged or accompanied by a badged escort.
7. APHIS-WS will supply all bird harassment and removal materials. APHIS-WS vehicle will be properly identified in accordance with established protocols and maintain appropriate materials for proper communication with the Air Traffic Control Tower.
8. APHIS-WS will provide bird harassment training as required of PDA personnel.
9. APHIS-WS will record and submit the date, general location and number of pyrotechnics, live rounds and species of birds harassed or removed.
10. All bird removal activities will be conducted in accordance with the applicable Federal or State permit. APHIS-WS will assist PDA in renewing or amending the appropriate USFWS or State depredation permit, as requested.
11. APHIS-WS may implement additional non-lethal methods that have shown promise for use in frightening or repelling large birds. Techniques may include: 1) the handheld Avian Dissuader laser, 2) strategically placed Scare Windmills, and 3) Methyl Anthranilate (artificial grape flavoring food additive) sprayed at sections along the perimeter fence.
12. APHIS-WS will provide two wildlife hazard trainings classes per year.
13. An APHIS-WS representative will be a member of and attend the quarterly wildlife working group meetings.
14. APHIS-WS will provide PDA and other interested parties a summary report including recommendations of integrated harassment activities.

Effective Dates

The cooperative agreement shall become effective on 1/1/2022, and shall expire on 12/31/2022.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$21,492.88
Travel		
Vehicles		\$1,893.75
Other Services		
Supplies and Materials		\$800.00
Equipment		\$1,700.00
Subtotal (Direct Charges)		\$25,886.63
Pooled Job Costs	11.00%	\$2,847.53
Indirect Costs	16.15%	\$4,180.69
Aviation Flat Rate Collection		
Agreement Total		\$32,914.85
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$32,914.85		

Financial Point of Contact/Billing Address

Andrew Pomeroy
 Pease
 36 Airline Ave
 Portsmouth, NH 03801
 Phone: (603)433-6536
 A.Pomeroy@peasedev.org

Lori Freeman
 USDA, APHIS, WS
 59 Chenell Drive, Suite 7
 Concord, NH 03301
 Phone: (603)223-6832
 Lori.Freeman@usda.gov

MOTION

Director Levesque:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with SHI International Corp for the purchase of a Dell Server in an amount not to exceed \$25,862.00; all in accordance with the memorandum of Greg Siegenthaler, IT Director, dated December 2, 2021, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as SHI International Corp is a State of New Hampshire approved vendor.

**NOTE: This motion requires 5 affirmative votes.
Roll Call vote.**



MEMORANDUM

TO: Paul Brean, Executive Director *PB*
FROM: Greg Siegenthaler, IT Director *GS*
RE: Dell Data Server Purchase
DATE: December 2, 2021

The two Data Servers at 55 International Drive, which host critical services such as email, Dynamics GP and file shares, are in need of replacement. We had originally allocated monies totaling \$60,000 in FY20 for our IT Vendor (Daystar) to replace the servers but have been able to extend and maximize their useful life. However, these critical pieces of IT infrastructure are now seven years old, out of warranty, and parts are no longer reliably available.

The IT Department has reviewed current and future hosting requirements and recommends a replacement solution consisting of a Dell Server which will be ordered directly from SHI International Corp and configured in-house. A quote was obtained from SHI for a cost of \$25,862.00 (Quotation is attached.)

Because SHI is already a State of New Hampshire approved vendor, selected through a competitive process, we are requesting that the Board waive the bid process and approve the purchase of the Server.

At its meeting on December 16, 2021, please ask the Board to waive the bid process and approve the purchase of a Dell Server in accordance with the attached quote from SHI.



Pricing Proposal
 Quotation #: 21251602
 Created On: 11/10/2021
 Valid Until: 1/1/2022

NH PEASE DEVELOPMENT AUTHORITY

Inside Account Manager

Greg Siegenthaler

55 International Drive
 PORTSMOUTH, NH 03801
 United States
 Phone: 603-380-8330
 Fax:
 Email: G.Siegenthaler@peasedev.org

Karen Drake

290 Davidson Ave
 Somerset, NJ, 08873
 Phone: 732-868-5808
 Fax: 732-868-5908
 Email: Karen_Drake@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PowerEdge Server Tailor Made Instant Saving - [pe_r550_tm] Dell - Part#: Contract Name: SHI-Customer Contract Contract #: SHI-Customer Contract Note: Est. Delivery Date(EDD): February 07, 2022	1	\$25,862.00	\$25,862.00
		Shipping	\$0.00
		Total	\$25,862.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

2022 MEETING SCHEDULE

Month	BOARD		FINANCE		GOLF		AUDIT		PORT	
	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date
	Meetings at 8:30 a.m.									
January	Thursday	01/20/22							Thursday	1/7/2022 @ 8:00 a.m.
February	None									
March	Thursday	03/17/22								
April	Thursday	04/21/22	Monday	4/18/2022 @ 9:30 a.m.	Monday	4/18/2022 @ 9:00 a.m.	Monday	4/18/2022 @ 8:30 a.m.	Thursday	4/7/2022 @ 8:00 a.m.
May	Thursday	05/19/22								
June	Thursday	06/16/22	Monday	6/13/2022 @ 8:30 a.m.						
July	None								Thursday	7/1/2022 @ 8:00 a.m.
August	Thursday	08/18/22								
September	Thursday	09/15/22	Monday	9/12/2022 @ 9:00 a.m.	Monday	9/12/2022 @ 8:30 a.m.				
October	Thursday	10/20/22							Monday	10/17/2022 @ 8:30 a.m.
November	Thursday	11/17/22	Monday	11/14/2022 @ 9:00 a.m.	Monday	11/14/2022 @ 8:30 a.m.				
December	Thursday	12/15/22								
	NOTE: ALL MEETINGS BEGIN AT 8:30 A.M. UNLESS OTHERWISE POSTED.									
Legend										
Board	3rd Thursday	No meetings Feb or July								
Finance	Quarterly - Monday before Board									
Golf	Quarterly - Monday before Board									
Audit	Semi-Annually-Monday before Board (April/Oct)									
Port	Quarterly - 1st Thursday									
*Monday Holiday										
										P:\BOARD\MTG\2021\2022 Proposed Mtgs

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
 From: Anthony I. Blenkinsop, General Counsel *AI*
 Date: December 6, 2021
 Re: Election of Officers - Proposed Motions

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motions set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 16, 2021:

ELECTION OF OFFICERS

Executive Director:

“In accordance with Section 3.4 of the PDA By-Laws, our agenda today includes the election of officers. Pursuant to Section 3.6 of the PDA By-laws, the officers you need to elect are a **Vice-Chairman** and a **Treasurer** of the Board, both of whom will serve in such capacity for a term of one (1) year or until the next Annual Meeting, whichever first occurs.”

I. **Meeting Chairman:**

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

Board Member:

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

Meeting Chairman:

“Is there a second?”
 “Is there any discussion on the motion?”
 “I’ll call for a vote.”

II. **Meeting Chairman:**

“Do I have a motion for election of a Treasurer?”

Board Member:

“I move that we elect _____ as Treasurer of the Pease Development Authority.”

Meeting Chairman:

“Is there a second?”
 “Is there any discussion on the motion?”
 “I’ll call for a vote.”

PDA COMMITTEE LISTING – EFFECTIVE July 1, 2021 (UPDATED)

Standing Committees

Executive Committee

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

**Marketing and Economic Development
Committee**

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

Finance Committee

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

Zoning Adjustment & Appeals Committee

Steve Fournier, **Chair**
Susan Parker
Kevin H. Smith
Staff Contact: Blenkinsop/Stowell

Airport Committee

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

Ad Hoc Advisory Committees

**Capital Improvement and
Land Planning Committee**

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

Transportation Management Committee

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

Golf Committee

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

Port Committee

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

Audit Committee

Thomas G. Ferrini, **Chair**
Kevin Smith
Erik Anderson
Staff Contact: Anzalone

Legal Bill Review

Kevin H. Smith, **Chair**
Thomas G. Ferrini
Erik Anderson
Staff Contact: Blenkinsop

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

MEMORANDUM

Date: December 6, 2021
To: PDA Employees – Non-Classified
From: Paul E. Brean, Executive Director *PEB*
Subject: 2022 Holiday Schedule

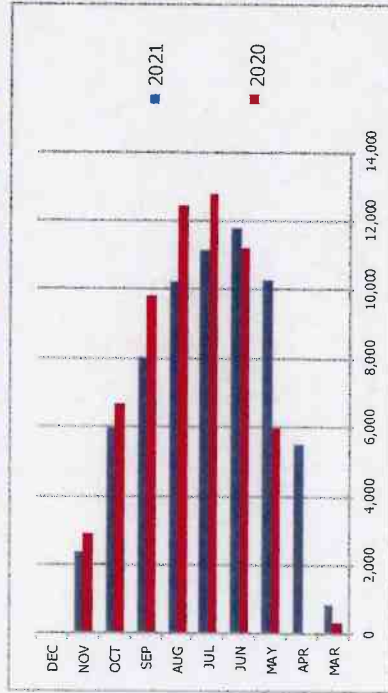
The following days will be holidays for all PDA full-time employees during 2022:

New Year's Day	Observed	Friday	12/31/2021
Martin Luther King/Civil Rights Day		Monday	1/17/2022
Presidents' Day		Monday	2/21/2022
Memorial Day		Monday	5/30/2022
Independence Day	Observed	Monday	7/4/2022
Labor Day		Monday	9/5/2022
Columbus Day		Monday	10/10/2022
Veterans' Day		Friday	11/11/2022
Thanksgiving Day		Thursday	11/24/2022
Day after Thanksgiving		Friday	11/25/2022
Christmas Day	Observed	Monday	12/26/2022

Full-time employees shall, on July 1, accrue and will be entitled to, two (2) floating holidays of the employee's choice. However, in the event an employee does not utilize the floating holidays within one (1) year of the accrual, such floating holidays shall be forfeited. Floating holidays may not be utilized in hourly increments and must be taken as a full day off from work.

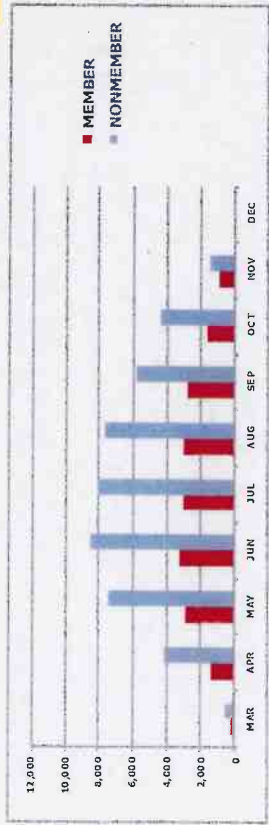
KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



	2021	2020	2019
ROUNDS PLAYED	66,590	62,315	55,321
RAIN DAYS	49	66	55

2021 MEMBER / NONMEMBER ROUNDS (SEASON)



2020 ROUNDS- SEASON	
MEMBER	16,004
NONMEMBER	46,311
TOTAL	62,315

2021 ROUNDS- SEASON	
MEMBER	18,489
NONMEMBER	48,101
TOTAL	66,590

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	\$14,746	12,553	NOVEMBER	119,952	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
	\$21,389	\$145,967		\$1,080,191	\$1,855,416

CLUB/ COURSE FUNCTIONS	FY 2022 YTD	FY 2021 YTD
GROUPS 12-40	41,140	25,340
TOURNAMENT PLAY	88,368	89,318
LEAGUES	46,887	42,521
FOOD AND ROOM FEES	125,817	45,636

Memorandum

To: Paul Brean C.M., Executive Director *PB*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 12/6/2021
Subj: Noise Report for November, 2021

Portsmouth International Airport at Pease received one noise inquiry in November, 2021.

The inquiry concerned helicopter noise and was from a Portsmouth resident located in the Sherburne Village neighborhood, located to the East of the approach end of runway 34.

I contacted the Fixed Base Operator where the helicopter in question was refueling and spoke to the pilot. I informed him of the noise sensitive area and asked him to avoid flying over the neighborhood by flying the runway heading until crossing the runway numbers. The pilot advised me that he would be cognizant of this area when making future trips to Portsmouth International Airport.

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 **\$1,160.00** for legal services rendered to the Pease Development Authority from:

Sheehan Phinney Bass & Green

November 1, 2021 – November 31, 2021 (for Trade Port General Representation)	\$ 667.00
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November 1, 2021 – November 31, 2021 (in support of MS4 and CLF settlement implementation)	\$ 493.00
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TOTAL:	<u>\$1,160.00</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: 368811

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$667.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$667.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$667.00

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: 368810

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$493.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$493.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$493.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Clariant Corporation of Mount Holly, North Carolina, for the purpose of purchasing sodium formate based runway deicing solid for three (3) years as follows:

- | | |
|--------|------------------------------|
| Year 1 | \$0.78 per pound, |
| Year 2 | \$0.81 per pound; and |
| Year 3 | \$0.84 per pound |

for the period of January 1, 2022 through December 31, 2024; all in accordance with the memorandum of Sandra McDonough, Airport Operations Specialist, dated December 8, 2021, attached hereto.

Memorandum

To: Paul Brean, PDA Executive Director *PB*
CC: File
From: Sandra McDonough, Airport Community Liaison *Sm*
Date: 12/8/2021
Re: Sodium Formate Contract

The Pease Development Authority recently accepted bids to supply FAA-Approved Anhydrous Sodium Formate Based Runway Deicing Solid to be used in winter operations at the airport. The FAA is very restrictive on what deicing chemicals can be used at airports because of the corrosive qualities that cause serious damage to critical aircraft components. Anhydrous Sodium Formate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. The current contract for Sodium Formate expires on December 31, 2021.

The request for bids required price quotes for one, two, or three year contracts. Two companies submitted bids prior to the scheduled bid opening on November 23, 2021 at 2:30 p.m.

Nachurs Alpine Solutions Industrial \$0.74 per pound (one year contract)

Clariant (Current supplier)

Option 1: **\$0.79** per pound for a one year (one year contract)

Option 2: **\$0.78** per pound first year, **\$0.81** second year (two year contract)

Option 3: **\$0.78** per pound first year, **\$0.81** second year and **\$0.84** for the third year (three year contract)

Based on the quoted pricing for year one, PDA recognized an 11 cent increase in product cost from the previous year. Industry forecasts also call for a significant price

December 8, 2021

increase in the future due to higher raw material costs and shipping expenses. It is my **recommendation** to “lock” in a three year contract price with Clariant. Therefore, this is to request that you seek Board approval to award the contract to Clariant for the supply of Sodium Formate for a three year contract - Option 3: \$0.78 per pound first year, \$0.81 second year, and \$0.84 for the third year.

P:\BOARDMTG\2021\Runway Deicing Sodium Formate memo 12-16-2021.doc

MOTION


Director Levesque:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to conduct a voluntary 2021 annual leave buy-back program for qualified PDA employees on the terms and conditions set forth in the memorandum from Tanya Coppeta, Employee Relations Manager, dated December 9, 2021, attached hereto.



55 International Drive Portsmouth NH 03801

Memorandum

To: Paul Brean, Executive Director 
From: Tanya Coppeta, Employee Relations Manager 
Date: December 9, 2021
Subj: Annual Leave Buy-back 2021
CC: Suzy Anzalone, Finance Director

I am requesting your authorization to seek approval from the Pease Development Authority (PDA) Board of Directors to implement the voluntary Annual Leave Buyback program for 2021.

Historically, this has been a popular program with our employees as we have had upwards of 60% of eligible employees participate since it was initially introduced in 2009. As you may recall, the program allows full-time, non-classified, eligible employees to "cash out" up to 40 hours of annual leave while mandating that the employee maintain a balance of not less than 40 hours after the draw down. The program also gives the employee the option to receive payment in either check date 12/29/2021 or 1/12/2022. The buy-back is based on the employee's rate of pay as of December 16, 2021.

The benefits of the program are two-fold. First, it provides the participating employee the opportunity to receive incremental cash during the holiday season. Second, it benefits the PDA by lowering the vacation liability we carry on the balance sheet, which is currently in excess of \$448,000.

Based upon preliminary information, it is expected that approximately 26 employees (60%) will elect to participate in this voluntary program. With this assumption, we anticipate that the cash flow impact to the PDA will be approximately \$47,000.

Thank you for your consideration.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to purchase two (2) 2022 Hybrid Ford Explorer Interceptors from McFarland Ford of Exeter, NH in a total amount not to exceed \$81,430.00; all in accordance with the memorandum of Ken Conley, Fleet Manager, dated December 9, 2021, attached hereto and incorporated herein.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as the vehicles will be purchased under The State of New Hampshire's Vehicle Procurement Contract.

**Note: This motion requires 5 affirmative votes.
Roll Call vote.**

Memorandum

To: Paul Brean, Executive Director *PWB*

From: Ken Conley-Fleet Manager *Ken Conley*

Date: 12/9/2021

Subj: Vehicle – Replacement

This is a request to purchase two (2) 2022 Ford Explorer Interceptor AWD Hybrid utility vehicles through the current state bid contract with McFarland Ford, Portsmouth Ave, Exeter NH, for a price not to exceed \$40,715.00 per vehicle. These vehicle replacements are funded in the Portsmouth International Airport capital schedule. Specifically, funding will be supported from vehicle replacement budget allocation identified in FY23 and FY24. The primary use of these vehicles will be for management of Portsmouth and Skyhaven Airports.

These vehicles mark the PDA's ongoing commitment to implementing hybrid technology and decreasing carbon emissions. These units will serve as a primary replacement for a 2003 Chevrolet 2500 model with 120,000 miles and 20,000+ idle hours, as well as a 2006 Chevrolet Malibu with 116,000 miles and 15,000+ idle hours. It is anticipated the hybrid technology will provide a 75% fuel consumption reduction during idle operations from the conventionally equipped vehicles.

A total of two (2) vehicles is proposed:

McFarland Ford, 151 Portsmouth Ave, NH	\$81,430.00
--	-------------

I am requesting to allocate funds early to replace these vehicles as an environmental initiative and to take advantage of current state contract pricing. Please request authorization from the PDA Board of Directors to waive the request for proposal requirement and to enter into an agreement to purchase two (2) 2022 Ford Explorer Interceptors AWD utility vehicles from McFarland Ford through the current state bid contract for a price not to exceed \$81,430.00.



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

PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, OCTOBER 13, 2021

PRESENT: Roger Groux, Chair
Brad Cook, Vice-Chair
Jeff Gilbert
Erik Anderson
Chris Snow
Mike Donahue
Geno Marconi

1. CALL TO ORDER

The meeting was called to order at 6:00 PM.

Prior to moving on with the Agenda, Tracy Shattuck introduced Cheryl Clancy as the new Deputy Chief Harbormaster.

2. APPROVE MINUTES

Erik made a motion to accept the September 8, 2021 minutes, Brad seconded, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

Jeff Gilbert commented on the new report format and would recommend to PDA to provide a more detailed report, as was provided in the past. Geno will follow up with PDA Finance and the new Finance Director. Comments were that categories that had been segmented out in the past are no longer there, such as mooring, registration & fuel revenue.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

For the month of September 2021. It was noted that 90,000 tons of gypsum came up the river last month which speaks to the amount of building that is going on. No other discussion.

The Chairman suspended the meeting to recognize 2 members of the public, Adam Baker and Sue Reynolds, who attended the meeting as a follow up from last month's meeting and to see if there was any new information regarding the condition at Rye Harbor. Adam reintroduced himself and offered that the minutes from the September meeting were well written. He is attending the meeting tonight to let the Council know that nothing has changed from last month, in fact it appears to be worse. He has put up a "rope fence"

around his shack to help the Rye Harbor Lobster Pound customers understand that Vintage Fish Co. is a separate business. This year Vintage Fish closed 2 weeks early due to concerns of spending money on payroll at the risk of having no business due to the impact that the parking issue has had on his business. Customers are not adhering to the parking signs that are assigned to each business. Adam is trying to decide what to do with his business next year and is eager to learn what changes and decisions will be made for next season so that he can make a decision. Discussion included identifying what the problem is, is it the parking or the volume of traffic? That is difficult to answer but one of the problems is that the RHLP appears to not be concerned about the impact it has on the other businesses. It is a double edge sword for Adam as the customers waiting for their food at RHLP will bring attention to his business. He is happy for their success but maybe Rye isn't the right place for this type of business based on the type of the facility it is. People have told Adam that his customers have said they have circled the lot 3 or 4 times to park to go to his business. Discussion that the assigned parking isn't working as no one pays attention to the signs. The parking facility at Rye is a postage stamp and its tough in general to provide services for all of the users, charter boats, launches, whale watch etc. The issue of RHLP serving food at the Rye Harborside picnic table is still happening. He explained to Jeff the photo that he showed the Council last month of RHLP customers setting up a picnic on his building front step. Sue agrees with Adam that not much has changed from last month to this month except for the trash problem which has improved as extra trash barrels have been brought for RHLP trash. There hasn't been a problem prior years with the 30 minute parking and her recommendation would be to have RHLP go back to the terms of their ROE and operate as a lobster pound. The volume of traffic creates lines and traffic jams and feels the business has outgrown the spot. Further, the RHLP customers are still utilizing the Rye Harborside picnic tables, which are painted with their name on them. Harborside picnic tables have been removed for the season. Discussion about parking on Ocean Blvd. Sue believes that social media has helped to create the problem. Adam explained the conversation he had with Sylvia on the day that RHLP customers were sitting on his step. His employees' wages are being paid out of his own pocket at this point. The boat carried the shop this year, but sales in the shop were down from the past 2 years. The problem is the people are coming, parking and getting their food, eat their food and spending more than 30 minutes in those spots. The turnaround isn't fast enough. Another concern is the business doesn't support the marine facility in any other capacity except for the rent income for the 2 shacks, \$2000/yr. Sue said all the businesses there have been affected, not just Adam's, people cannot park to pick up brochures or seek information from the other business as there is more often than not no parking in the 30 min spots after 12:30 pm. Geno mentioned he is in negotiations with an engineering firm to do a parking study and the process will include interviewing stakeholders to include businesses, seasonal boat passes, seasonal parking passes etc. Chris commented that the needs of the facility has outgrown what is there now and commends Geno on pursuing the study and is a step in the right direction. Additionally he commented that he has seen the congestion at the facility first hand, and is also concerned with the collection of water that gathers at the end of the driveway on Ocean Blvd. which forces cars to move to the left and causes more congestion. Brad asked about the ROE that was in place prior to RHLP and has the wording changed from that. The current ROE states retail sales of lobster catch. RHLP

doesn't catch lobsters so where does that leave us? Jeff commented that it is important to understand what the ROE permits legally. Aside from that, he agrees with the parking study and determining what is available there now for space, what the real problem is, and is there a solution to allow the businesses to stay and operate. Looking at the traffic, parking, and use of the site seems to be the core of the problem. Discussion turned to patrons not contributing and the fact that the current RHLP operation is not **complementary** or conducive to the marine activities at Rye Harbor. The frozen lobster meat comes from Canada. One part of the solution would be to add certain rules and terms to the ROE which could help to support the Rye Harbor facility and local fishing communities. The businesses can complement each other if done right. Sue added that the purpose of Rye Harbor is meant to be a marine access facility, some people have mentioned doing away with the boat and trailer winter and summer storage, which would **completely be the opposite of one the purposes of that facility**. Erik doesn't feel this is a **bad problem to have as it represents a considerable amount of revenue for the Division**. Reminder that RHLP does not purchase from local fishermen or fuel so only contributes by paying rent of \$2000/yr. The discussion of rooms and meals tax came up, which go to the general fund. How much RHLP contributes to the tax and if any of that tax is available to the Division is unknown. Jeff suggested that could be a discussion for later date once they determine what the primary function of the facility is and the rules and regulations are then the Council can review all of the pieces and make a **recommendation** based on those facts to represent the community at large. Geno said the study is a priority to be completed as soon as possible so that he can review the findings and make his recommendations to the PDA Board. Adam said he is anxious to hear and cannot handle another season like this one so will be following the progress.

5. DIRECTOR'S REPORT

Geno reported on, and materials were provided for, the following items from the September 16, 2021 PDA Board meeting:

- Reports
 - Cianbro ROE Amendment No. 2
 - Commercial Mooring Transfer, Riley to Stalker
 - Doucet Survey, amendment regarding railroad right of way
 - Cianbro, ROE Cable Mat removal
 - Appledore Marine Engineering, DPH Exercise of option for on-call marine engineering services
 - Portsmouth Fish Pier, bait cooler, floor drain replacement
- Approvals
 - Lakes Region Environmental Contractors, Replacement of Fuel Pipe, Rye
 - Hampton Harbor, Appledore, Float dock and Pipe Pile Replacement
 - Piscataqua River Turning Basin, additional funds-Several members of the Council commended Geno on his hard work on coming up with a solution and pulling this together so quickly.

Discussion took place on the Turning Basin project regarding if the dredge route has been announced, where the dredge spoils will go, and initially there will be 2 dredge barges with 2 scows each carrying between 5-6000 Cubic Yards of material. About 45 days into the project a barge that is on a drilling and blasting project in Boston right now will be coming up to assist. Mobilization will start November 1 and dredging is expected to start November 15th and be completed by March 15, 2022. As a reminder this was a project that was identified in the navigation safety improvement report that the Army Corp did back in 1987. Credit to Senator Shaheen for her help in getting the project in the Water Resource Development Act (WRDA). This will be good for Newington as well.

6. COMMITTEE REPORTS

Mike commented that the fee for the survey is a good one, for that kind of work considering the legal efforts that will go into the title search. It is very difficult work as it relates to the history of railroads succession and successors, businesses changing hands etc.

On October 14th the Elks in Portsmouth is hosting a presentation on the events surrounding the Loss of the Thresher. It is presented by Captain Bryant and the Naval Architect. There are up to 100 seats available and also is available on ZOOM. This is a fundraiser for the annual memorial that they have each spring.

Mike described the training seminar he attended through International Association of Marine Port Executives (IAMPE) in September, it was very informative with knowledgeable presenters from several marine related industries. One of the takeaways is that the Port of New London has become a designated site to support the Off Shore Wind industry. From a Port point of view this means they will be supporting mobilization, assembly, installation, and operations and maintenance. He spoke on the use of the Jones Act Compliant Jack up Barge. Roger also attended the meeting and discussed the problems around the world that are contributing to the shipping congestion. It could take until late 2023 to recover from the current impacts.

Erik reported that the Portsmouth Fish pier is probably 80% done and the guys working out of there are pleased with the work so far. Credit to Geno for all his hard work on the project. Lobster is the predominate fishery in NH right now, ground fish is pretty much eliminated, but was once a pretty substantial. Lobster prices are up. Dredge disposal routes may potentially conflict with fishing gear so would like to get that information out to the fishermen as soon as possible. Geno will reach out to see if the information is available.

Roger reported that Great Bay Marine added 5 moorings and hope to add 5 more next year. Great Bay has a wait list for slips, moorings, and the ramp. New moorings are going by the town landing and maybe by Hilton Park.

Tomorrow is the bid opening for the BUILD project, the rehabilitation of the existing dock at the Market St. Terminal. Today there was a pre-bid meeting for contractors interested in bidding on the replacement of the terminals security lights. This work is funded 75% by a Homeland Security Grant and 25% by the Division along with 3 mobile trailer mounted generators. A drone detection system Grant is pending.

Brad reported that passenger boat businesses, (6 packs, head boats, and whale watches) have indicated to him that they have recovered well from the impact that Covid restrictions had on the industry last year. Recreationally, the facilities have been quite

busy. Rye recreational users may have had difficulty with traffic getting access to the ramp. Boat slips are in high demand south of here, one marina has wait list that is 2000 long. Discussion regarding proposing additional recreational piers and slips for transients and how to possibly approach the state. Jeff commented it would probably be a tough sell as you would have to put together a business plan that would show investment return to the state. There is a lack of publicly owned waterfront property that could support a state run marina. That segued into the importance of having the working port here on Market St. It was mentioned that Prescott Park charges \$8/hr. to tie up there.

7. NEW BUSINESS None

8. OLD BUSINESS None

9. PUBLIC COMMENT

Peter Welch from the Newington Planning Board was in attendance and the planning board approved the new creel storage building for SubCom.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Jeff made a motion to adjourn, Erik seconded, the meeting adjourned at 8:15 PM.



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

PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, NOVEMBER 10, 2021 6:00 PM

PRESENT: Roger Groux, Chair
Brad Cook, Vice-Chair
Erik Anderson
Mike Donahue
Jeff Gilbert
Chris Holt
Esther Kennedy
Chris Snow
Geno Marconi

1. CALL TO ORDER

The meeting was called to order at 6:01 PM.

2. APPROVE MINUTES

Erik made a motion to accept the October 13, 2021 minutes, Chris S. seconded, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

Geno introduced the PDA Finance Director, Suzy Anzalone, who is present to answer questions on the Finance Report. The report was presented in the new format and Suzy explained how the reports are created. The report in this month's packet was broken down to include the requested fee revenues that had shown on the prior reports. Jeff agrees that it appears to have the sufficient detail that had been provided in the past. Some discussion on whether or not a narrative is available. Suzy explained that the operating revenues for registrations is in the negative because at the end of each Fiscal Year the PDA tries to capture all revenue in that FY. Suzy explained that an assumption for registration revenue was made and recorded in the month of June (FY21) which turned out to be lower than what was actually received. This was corrected in the month of September so there is about \$7000 more last year and \$7000 less this year. Comments on other variances included the following items: parking is lower than budget; mooring fees are expensed evenly throughout the year; wages and benefits are over budget by \$11,690, some of that is due to regular salaries and OT and some is due to the employer retirement contribution rate (adjusted every 2 years) that came in after the budget was finalized and the rate increased more than what was budgeted (about 13%); utilities year to date, there was a payment to NRC Environmental for about \$16,000 to clean the catch basins and treatment units which is an annual expense. Suzy noted that each business unit is broken down along with the FTZ account and Harbor Dredging (fee revenue

trending under). Geno commented that berthing and pier use fee revenues are credited to Harbor Dredging. The RLF program was discussed, there are 21 outstanding loans. The reserve is getting low, the interest rate was lowered to 3% during the 2020 Covid pandemic and is still at 3%. At that time, the RLF program was governed by the EDA. Confirmed that the mooring fees are the only ones that are spread out over the 12 months, the revenue that is collected during Jan, Feb, & March is held and credited to the upcoming fiscal year. Jeff suggested an exception report could be helpful to track trends. Going forward Suzy will provide the information that she provides to the PDA Board, which is meant to address any questions that the board might have. The new winter storage fees at Rye and Hampton Harbors are included in the budget. Suzy was invited to come back anytime, and Jeff commented that it would be helpful to have any important trends identified. For example, when the metal contract expired. Geno explained that the current tenants have a minimum guaranteed payment. Geno confirmed the 3 companies that put a bid for the BUILD project were MAS Building and Bridge, Cianbro, and SPS and referenced the documents in the packet.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The month of October 2021 was included in the packet. There were no questions or comments.

5. DIRECTOR'S REPORT

Geno reported on, and materials were provided for, the following items from the October 21, 2021 PDA Board meeting:

- Reports
 - Portsmouth Fish Pier, Change order # 7 which included additional decking for the timber dock, and removal of the concrete pad that used to hold the transformer, hardware for the fuel hoses and roller assemblies for the fuel system, hand rail changes for ladders and platforms, and some previously unknown NH DES required signing for the fuel system. The total was \$18,279.00 which was approved by the process of Delegation of Authority to the PDA Executive Director and PDA Board Treasurer.
- Approvals
 - BUILD-Main Pier Rehabilitation-Bid acceptance and execution, Bids were opened on Oct 14th and the Division received approval from the PDA Board to accept the lowest qualified bidder. Based on that bid, it was discovered we were a little short on money. Geno passed out a letter that he wrote to the Governor requesting additional money to make up the shortfall of \$943,000 for the BUILD and \$500,000 for Wetlands mitigation for both the Functional Replacement and the BUILD Grant projects. Geno explained the reason for the mitigation costs and explained that DES would not be able to give the Division credit for the past efforts of the Division. Mitigation will complete the shoreline grass along

Bohenko Park. Geno was advised there is federal money available through the American Rescue Plan and State Fiscal Recovery Funds. On Friday Nov 19th he will be going before the Fiscal Committee and on Nov 22 he will be going before the Executive Council for approval. The bid must be awarded 60 days after the bid opening, which is Dec 13th so timing is crucial on this. MAS Building from Norfolk MA is the apparent low bidder out of the 3 that were received. They have very good references, they've done bridges and piers. Discussion regarding the Functional Replacement project, Geno reminded the Council of the delay from 2019 due to increased estimated cost of the project. DOT had a peer review done from a well-known company (WPS) and the report was very detailed. WPS concluded that the design followed standard marine construction and had a cost estimate of about \$30 million. DOT then had to do some research to try to find the extra money needed to complete the project. DOT decided to apply for another federal grant, PIDP, but the project had to be broken apart making the south extension a separate project. The legislature allocated \$4 million to match the grant funds, an application was prepared and submitted, and award announcements should be made around the middle of December. The request is for \$10 million. If the grant is awarded we could proceed to final design, bid docs would be ready this time next year, and construction could start in the 1st quarter of 2023, which is about when the Main Pier project will be finishing up. Discussion on permits and mitigation. Originally the mitigation was presumed to be waived due to the past efforts (starting in 1990, included 5 years of construction and start up and 10 years of monitoring) of the Division for a construction project that wasn't fully completed. NH DES waived mitigation in 2008 because of the past mitigation efforts. Unfortunately, that is not the case this time, however an agreement has been reached with DES for the Division to contribute \$500,000 for the construction of the mitigation for all 3 projects. Further discussion clarified the difference between the fee cap on DES permit fees (statutory) vs. mitigation fees. The requirements for mitigation are set by the Army Corp and DES says they do not have the authority to waive the mitigation.

- Portsmouth Fish Pier, Floor Drains-it has been determined that additional work is needed on the floor drains at the Fish Pier. Information attached in packet. Discussion on drill steel which may result in a change order, the appropriation for the Fish Pier will not be exceeded. Reports of any change orders are provided to the PDA Board.
- DiTucci (aka Lawrence Tank) Right of Entry, Hampton, fee increase from \$1000 to \$2000 per year for filling tank trucks with sea water, materials in packet.

6. COMMITTEE REPORTS

Mike-Business Development/FTZ: He continues to attend the various presentations on offshore wind and some of the Crowley webinars on opportunities to service the offshore

wind industry and may be coming into Salem, MA. The utilization of floating turbines (which will be required in the Gulf of Maine) in regards to installation, construction, servicing etc. is totally different than the fixed turbines. We may not be as impacted by the vertical clearance issue with the floating turbines. Methods and Port requirements are completely different.

Chris H.-Dredging: A kick off meeting for the Turning Basin Dredge Project with ACOE, Great Lakes Dock and Dredge, the Pilots, Port Authority, Eliot Harbormaster, Coast Guard and a rep from MA was held last Friday. Around the 16th they will start mobilizing 2 barges that will be digging and they will also be bringing up a drill barge called the Apache. Still waiting for more information regarding the scows that will be deployed. Pilots have not been contacted to bring equipment in. It appears that another tug will be hired and communication will be key to ensure everyone stays safe on the river. Esther mentioned someone from NJ came to her dock to take measurements/data of the river. Erik mentioned the dredge barge routes for the dredge material, and asked where they are going first? Most likely Isles of Shoals North, the sandy material (300,000 cm) will be heading to MA, maybe Plum Island and Salisbury, depending on cost. Pilots are ready to do what they can. Chris reported they have a Pilot in training, and hoping to have him certified to help with the dredge barge if needed. Otherwise, just the 2 pilots are doing the commercial work. It gets tricky with just the 2 of them when there are mooring master needs when salt ships and gas ships are in, and the dredge barge will add to that. There is a pilot at the Navy Yard that can be a mooring master.

Erik-Fisheries: The lobster fishery is still the predominant fishery. They've had a good year, but expenses have increased (fuel and bait). There is still quite a bit of lobster gear along the dredge route. The word is out and they seem to be responding as they see fit. There have been some meetings about Right Whale regulations, which go into effect May 1st 2022. Adjustments need to be made still and gear modifications will need to take place.

Esther-City of Portsmouth: City elections occurred and with that a new person will be appointed to the PAC starting in January. A 4 alarm fire occurred down at a local marina (the boat storage shed) and the fire department response was good. The cause has not been determined and they kept it contained. A few minutes of discussion on the results of the City election, including the fact that most of the incumbents did not get re-elected, including herself. The Council discussed the fact that the mayor appoints the PAC member to represent the City (does not have to be a City of Portsmouth Council member) and maybe there will be an opportunity to reach out to the mayor to find a good fit for the Council as in the past some members that were appointed had no interest. Discussion on the City pier over by Peirce Island, Esther said they get bits of information but it appears that things aren't going well. Esther was excused at 6:20.

Chris S-Moorings: The commercial licensing/permit days at the Dover DMV have been set for Saturdays Dec 11 and Jan 15th. Commercial Use applications will be going out this week and folks can bring those to the DMV.

Roger-PDA Liaison: Nothing from PDA but Erik mentioned the Port Committee meeting was cancelled as the information was being presented to the PDA Board at its October meeting. Since Suzy was in attendance, she asked what the Council would be interested in about the PDA. Jeff answered that from his perspective, the Council is interested in what the PDA is doing both strategically and otherwise, as we are part and parcel of the same economic development engine, and how they see their future as it relates to the Port and one of the critical issues is to ensure this remains a working Port. There has been a lot of conversation in the past regarding the use of this property and commercial tourist based development rather than keeping it a working Port. Discussion on the Foreign-Trade Zone.

Brad-Recreational Piers: The recreational season is done, floats are out at the facilities.

7. NEW BUSINESS

Erik mentioned an article about the ARPA funds and Geno said there is a component specifically for Port infrastructure.

8. OLD BUSINESS

Geno reported that the Parking Study in Rye is on the PDA Board agenda for next week. Erik asked if responses were expected from the Council regarding the folks that came in for the last 2 meetings to report on their impression of the conditions in Rye. Would a reply come from the Council or Geno? Geno will be reviewing the information that was gathered over the summer and make a report and recommendation to the PDA Board. Suggestion was made to include the minutes of the PDA meeting when the report is given, whenever that is.

9. PUBLIC COMMENT

Peter Welch was present, Newington will be repairing the pier that enters the dock. Roger commented that the waitlist at Great Bay Marina is huge. Geno commented that that is another reason to keep the Wentworth Bridge a Bascule Bridge because if it is replaced with a fixed bridge any access to the marina in the back channel will be non-existent. The official decision has not been made for the bridge replacement. There were 10,000 more boats registered in NH over last year, bringing the total number of NH registered boats in 2021 to over 100,000. The City of Portsmouth has a different opinion and supports a fixed bridge.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Mike made a motion to adjourn, Chris H. seconded, the meeting adjourned at 7:35 PM.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *fab*
FROM: Geno J. Marconi, Director, DPH *J*
DATE: November 18, 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 #8015, from Joe Kasztejna to Anthony Jalbert

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

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

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

Division of Ports & Harbors Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TRS*
Re: Commercial Transfer
Date: November 17, 2021

Joe Kasztejna and Anthony Jalbert are requesting the transfer of a Mooring Permit (#8015) in the Rye Harbor mooring field. Attached is documentation of Jalbert's commercial enterprise in the form of his commercial lobster license Also attached is the transfer request from Kasztejna. Anthony Jalbert 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 #8015 be transferred to:

Anthony Jalbert
566 Washington Road
Rye, NH 03870

HL Patten CONSTRUCTION

P.O. BOX 450, KITTERY, ME 03904

CHANGE ORDER PROPOSAL

#09

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

DATE: 11/23/21

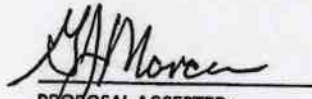
CHANGE PROPOSED: Extension of Contract Time

Back ordered material and labor issues with the paving supplier will cause the contract to exceed the present completion date of November 24, 2021. It is requested that the contract time be extended to May 1, 2022 to accommodate final paving.

EFFECT ON CONTRACT SUM: Increase to contract sum: \$0.00
EFFECT ON CONTRACT TIME: 158 Days



PROPOSAL SUBMITTED:
H.L. Patten Construction



PROPOSAL ACCEPTED:
Pease Development Authority



PROPOSAL ACCEPTED:
Appledore Engineering

88A Dover Road
Durham, NH 03824



Tel (603) 868-8295
Fax (603) 868-7900

Commercial & Industrial Electrical Contractors
www.yates-electric.com

November 29, 2021

Pease Development Authority
555 Market Street
Portsmouth, NH 03801

Rye Harbor
Commercial Pier Lights

Please review our estimate of **\$1,970.00** for the following items at Rye Harbor Commercial Pier:

- Provide and install (4) of the attached LED area light fixtures and brackets, on (3) existing poles.
- Provide a 1-day rental of a 19-ft scissor to install the above fixtures.
- Demo and remove (3) existing fixtures, lamps and ballasts.
- Test the new lights for proper dusk to dawn operation.

Jim Casey

This estimated is accepted by:

Signature - PDA Representative

Genio Marconi
Printed Name

11/30/21
Date

This Estimate is Valid for 30 Days

savr

E-APR SERIES

LED Area Light
Replaces Up To 750W PSMH

Image shown with E-DI-FIXED-MNT
adjustable droop arm mount,
sold separately.

Image shown with E-SF-ADJ-FTR,
2 inch adjustable filter mount,
sold separately.

Reliable Illumination at an Affordable Price

Perfect for brightening parking lots and perimeters at an affordable price, our savr LED area light delivers up to 32,000 lumens and features either Type 3 or Type 5 distribution pattern for optimal application design. It's a UL listed, comes with a 5-year limited warranty, and is available in 4000K and 5000K.

Features & Benefits

- Slim design with heat fins, that dissipate heat to maximize the life of the product
- Comes standard with exposed 1-10V dimming leads and best in class driver
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards

Recommended Use

- Parking Lots
- General Area Lighting
- Pathway/Walkways
- Shopping Centers

Input Voltage

- Universal (120V through 277V Operation)

Certifications

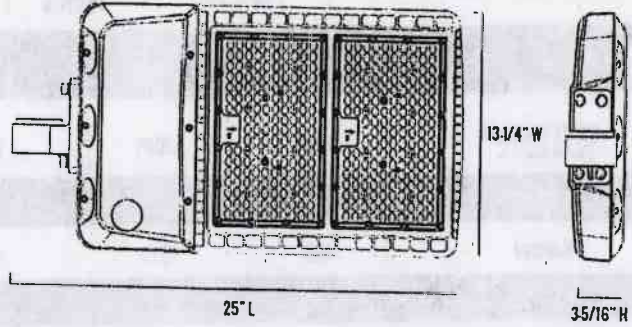
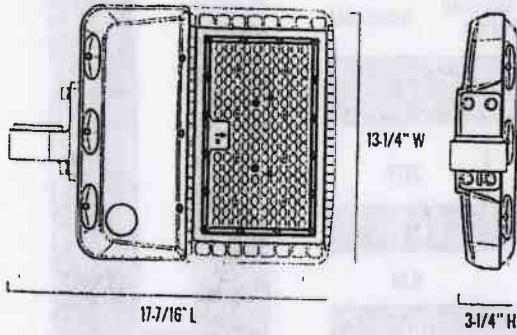


⚠ WARNING: Careful and Proper installation
www.osram-nics.com

E-APR SERIES

E-APR13A, E-APR19A (SMALL HOUSING: 100W AND 150W)

E-APR32A (LARGE HOUSING: 240W)



SERIES OVERVIEW

DIMENSIONS	PRODUCT WEIGHT	MOUNTING HEIGHT	SPACING
E-APR13A (100W): 17-7/16" L x 13-1/4" W x 3-1/4" H	10.43 lbs.	15 - 25 feet	4 to 5 times the mounting height
E-APR19A (150W): 17-7/16" L x 13-1/4" W x 3-1/4" H	11.1 lbs.	15 - 25 feet	4 to 5 times the mounting height
E-APR32A (240W): 25" L x 13-1/4" W x 3-5/16" H	16.46 lbs.	20 - 35 feet	4 to 5 times the mounting height

FIXTURE SPECIFICATIONS

HOUSING	Medium bronze, durable, die-cast aluminum
LENS ASSEMBLY	UV stabilized polycarbonate
MOUNTING	Mounting sold separately. For use with adjustable direct arm mount (E-DI-FIXDMNT) or 2-inch adjustable slip fitter mount (E-SF-AD-FTR).

WARRANTY & CERTIFICATIONS

WARRANTY	5-Year Limited
eULus LISTED	Wet locations
ILC	Premium

E-APR SERIES

ELECTRICAL PERFORMANCE

OPERATING TEMPERATURE RANGE	LIFESPAN (ESTIMATED HOURS)	POWER FACTOR	TOTAL HARMONIC DISTORTION	DIMMABLE
-20°C to 40°C (-4°F to 104°F)	Estimated 50,000 Hours	>0.9	<20%	0-10V (100%)
INPUT VOLTAGE <small>Current Draw (A, @ 1)</small>	120V	208V	240V	277V
E-APR13	0.85A	0.98	0.42	0.36
E-APR19	1.26	0.73	0.63	0.54
E-APR32	1.99	0.96	0.60	0.37



OUTPUT SPECIFICATIONS

SKU	DISTRIBUTION TYPE	REPLACES	LIGHT OUTPUT	COLOR TEMP	POWER CONSUMPTION	COLOR ACCURACY	BUG RATINGS
E-APR32A-T550B	Type 5	750W PSMH	32,000 Lumens	5000K	240W	≥ 70	R5-U3-G4
E-APR32A-T350B	Type 3	750W PSMH	32,000 Lumens	5000K	240W	≥ 70	R4-U3-G4
E-APR32A-T540B	Type 5	750W PSMH	32,000 Lumens	4000K	240W	≥ 70	R5-U3-G4
E-APR32A-T340B	Type 3	750W PSMH	32,000 Lumens	4000K	240W	≥ 70	R4-U3-G4
E-APR19A-T550B	Type 5	320W PSMH	19,000 Lumens	5000K	150W	≥ 70	R4-U2-G2
E-APR19A-T350B	Type 3	320W PSMH	19,000 Lumens	5000K	150W	≥ 70	R3-U3-G3
E-APR19A-T540B	Type 5	320W PSMH	19,000 Lumens	4000K	150W	≥ 70	R4-U2-G2
E-APR19A-T340B	Type 3	320W PSMH	19,000 Lumens	4000K	150W	≥ 70	R3-U3-G3
E-APR13A-T550B	Type 5	250W PSMH	13,000 Lumens	5000K	100W	≥ 70	R4-U2-G3
E-APR13A-T350B	Type 3	250W PSMH	13,000 Lumens	5000K	100W	≥ 70	R3-U3-G3
E-APR13A-T540B	Type 5	250W PSMH	13,000 Lumens	4000K	100W	≥ 70	R4-U2-G3
E-APR13A-T340B	Type 3	250W PSMH	13,000 Lumens	4000K	100W	≥ 70	R3-U3-G3

E-APR SERIES

ACCESSORIES (SOLD SEPARATELY)



2-inch Adjustable Slip Fitter Mount

SKU: E-SF-ADJ-FTR

USE: For use with 2 3/8" O.D. (Outer Diameter) pipe or tenon.

MAXIMUM TILT: 45-degrees.

NOTE: Not intended for use as an uplight.



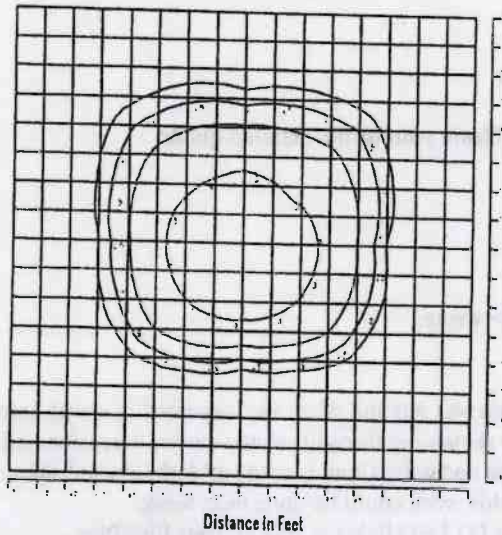
Adjustable Direct Arm Mount

SKU: E-DIRECTMNT

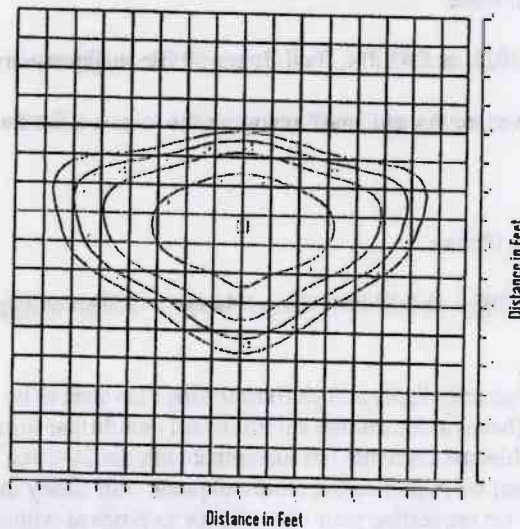
NOTE: Not intended for use as an uplight. Requires 3-inch minimum square pole.

ISO PLOT CHART

Type 5 Distribution (symmetric distribution), used for the inner medians of parking lots. Type 5 optics product a symmetrical square distribution pattern that distributes light equally on all sides of the fixture. Type 5 fixtures are universal for most area lighting applications.

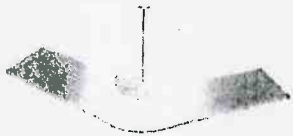


Type 3 Distribution (forward throw distribution), used on the perimeter of parking lots or in applications where you want to throw the light out in front of the fixture. Often Type 3 Distribution is used with the 2" Adjustable Slip Fitter because you can tilt the fixture to get the light to go further away from the pole if desired.



E-APR19A-T550B

- 20' mounting height
- IES Classification Type 5



E-APR19A-T350B

- 20' mounting height
- IES Classification Type 3



Note: All published photometric testing performed to IES LM-79-08 standards. Fixture photometry was completed on a single representative fixture. Foot candle levels are noted inside graph.

Visit e-conolight.com for the latest EPA data.

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e-conolight / savr / C-Lite:
e-conolight.com | Customer Service: 888-243-9445 | Fax: 262-504-5409
 150196th Street, Sturtevant, WI 53177

Cree Lighting / C-Lite:
creelighting.com | Distribution/Sales: 855-617-2733
 9201 Washington Ave. Racine, WI 53406

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SAI

Raeline O'Neil

From: Geno Marconi
Sent: Tuesday, November 30, 2021 8:39 PM
To: Brenda Therrien
Subject: Fwd: Re: Security/Safety Lights at Rye Pier

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

From: "Thomas G. Ferrini" <tgferrini@wbtblaw.com>
Date: Nov 30, 2021 5:45 PM
Subject: Re: Security/Safety Lights at Rye Pier
To: Paul Brean <P.Brean@peasedev.org>
Cc: Geno Marconi <G.Marconi@peasedev.org>

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

I approve.

Sent from my iPhone

> On Nov 30, 2021, at 5:42 PM, Paul Brean <P.Brean@peasedev.org> wrote:

>

> Geno, approved on my end and I recognize the expense for the scissor lift. Thank you for the detailed quote.

>

> Paul

>

> Sent from my iPhone

>

>> On Nov 30, 2021, at 5:38 PM, Geno Marconi <G.Marconi@peasedev.org> wrote:

>>

>> Gentlemen,

>> The Safety/security lights at Rye Harbor Fish Pier need to be replaced. One was out and when we inspected it, it was corroded beyond repair (being in the marine environment) and further inspection of the remaining three (3) showed severe corrosion and eminent failure. Yates Electric currently has a contract with the Division and due to the necessity (long periods of darkness and lighting for security cameras) we requested the attached quote. Jim Casey indicated that this work could be done next week.

>> Therefore I am requesting your concurrence to proceed with replacing four (4) LED lights at Rye Harbor Fish Pier.

>> Geno


MOTION

Director Anderson:

The Pease Development Authority Board of Directors authorizes the Executive Director to accept the lowest qualified bid for the Trailer Mounted Emergency Diesel Generators in conjunction with a Port Security Grant from the U.S. Department of Homeland Security, and award the contract for the generators to Authorized Services of New England ("ASNE") in an amount not to exceed \$119,070; all in accordance with a memorandum from Geno J. Marconi, Division of Ports and Harbors Director, dated December 7, 2021, attached hereto.



PORTS AND HARBORS

To: Pease Development Authority (PDA), Board of Directors
 From: Geno J. Marconi, Division Director 
 Re: Trailer Mounted Emergency Diesel Generators, Acceptance of lowest, responsible, qualified bid
 Date: December 7, 2021

In conjunction with a Port Security Grant Award from the U.S. Department of Homeland Security (FEMA), the Pease Development Authority, Division of Ports and Harbors (the "Division") advertised a public request for bids for Trailer Mounted Emergency Diesel Generators. This long-anticipated project is of vital importance to the Division as it will allow the Division to power the critical infrastructure located at the State of New Hampshire Marine Facilities during natural or human-caused disasters. The Portsmouth, Rye, and Hampton Marine Facilities provide unleaded and diesel fuel to numerous municipal, state, and federal maritime agencies operating within the area. These facilities also house 14 of the 34 cameras utilized by the Division, U.S. Coast Guard, and other agencies for maritime domain awareness. In addition, the facilities provide haul out, hoisting, and other services which would be critical during a disaster situation.

The FEMA Grant amount is \$96,000.00 with 75% (\$72,000.00) funded by FEMA and 25% (\$24,000.00) funded by the Division. The Division received approval (CAP 18-208) from the Capital Budget Overview Committee to expend its portion, \$24,000.00, of the Grant from the Harbor Dredge and Pier Maintenance Fund. As shown below, the lowest bid is above the amount allotted for the project, however FEMA has the ability to authorize use of the unexpended funds (\$54,100.00) from the Site Lighting Improvement Project portion of the Grant (approved at the November PDA Board meeting), for use on the generator portion of the Security Grant. With that, the Division would require an additional \$5767.50 to fund the project, which would be paid from the HDPM emergency allocation.

Along with posting on the PDA and State of NH websites, an "Advertisement for Bid" was placed in the Union Leader on November 10th and 14th, 2021. Bids closed at 10:00 A.M. on December 1, 2021. There were 9 (nine) registered bidders and the Division received 3 (three) bids as follows:

	NAME OF BIDDER: (in order of opening)	LUMP SUM BID AMOUNT
1	Kraft Power Corporation	\$138,250.00
2	CDS Unlimited, LLC.	\$194,900.00
3	Authorized Services of New England ("ASNE")	\$119,070.00

In order to award the contract, a complete review of the bid submissions was completed to ensure all requirements of the bid have been met. ASNE of Marlborough MA is determined to be the lowest, qualified bidder with a lump sum bid price of \$119,070.00.

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 ASNE for the Trailer Mounted Emergency Diesel Generators, subject to additional funding from FEMA.