

Place: 55 International Drive –Board Conference Room

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BOARD OF DIRECTORS' MEETING

AGENDA

- I. Call to Order:**
- II. Introduction of Chairman Stephen M. Duprey:**
- III. Acceptance of Meeting Minutes: Board of Directors' Meeting of March 17, 2022 *
(Levesque)**
- IV. Public Comment:**
- V. Committees:**
 - A. Reports:
 - 1. Audit Committee *
 - 2. Finance Committee *
 - 3. Port Committee *
- VI. Old Business:**
 - A. Report:
 - 1. Potential Air Cargo Development – Status Update by Executive Director *
- VII. Finance:**
 - A. Executive Summary *:
 - B. Reports:
 - 1. FY2022 Financial Report for the Eighth Month Period Ending February 28, 2022 *
 - 2. Cash Flow Projections for the Nine Month Period Ending December 31, 2022 *
 - 3. Capital Improvement Plan FY 2022 – FY 2028 *
- VIII. Licenses/ROEs/Easements/Rights of Way:**
 - A. Reports *:
 - 1. 165 Arboretum, LLC – Right of Entry – 165 Arboretum Drive
 - 2. 2-Way Communication – Right of Entry Extension – 360 Corporate Drive
 - 3. Wings and Wheels Event – Right of Entry – Skyhaven
 - 4. Next Level Church “Egg Drop” – Right of Entry - Skyhaven

IX. Leases:

A. Reports *:

1. Pioneer New Hampshire LLC – Loureiro Engineering – 112 Corporate Drive
2. Pioneer New Hampshire LLC – Granite United Way – 110 Corporate Drive
3. Farley White Pease, LLC – Workwear Outfitters, LLC – 100 Arboretum Drive

X. Contracts:

A. Reports *:

1. Northshore Magazine – Pease Golf Course Advertising
2. Lakes Region Environmental – Skyhaven – Annual Fuel System Inspection
3. U.S. Smoke & Fire – Smoke Curtains at Terminal Preventative Maintenance Inspections (3 year contract)

B. Approvals:

1. Portsmouth International Airport at Pease - Honeywell - Airport Badge Readers & Media Replacement * **(Levesque)**
2. AIP Grant for Snow Removal Equipment – PSM * **(Fournier)**
3. Taxiway Pavement Repair * **(Lamson)**
4. CMAQ Grant for Right Turn Lane on New Hampshire Avenue at its intersection with Pease Boulevard and Arboretum Drive * **(Parker)**
5. Tow Behind Crack Sealer – Pease International Airport * **(Levesque)**
6. Diesel Tractor w/ Tow Behind Mower – Pease International Airport * **(Anderson)**
7. 2023 Chevrolet Silverado - Pease International Airport * **(Ferrini)**
8. Tow Behind Mower – Skyhaven * **(Parker)**
9. Z Turn Mower – Pease International Tradeport * **(Lamson)**

XI. Executive Director:

A. Reports:

1. Committee Appointments *
2. Golf Course Operations *
3. Airport Operations *
 - a) Portsmouth International Airport at Pease (PSM)
 - (i) Hangar 227
 - (ii) Pease Aviation Partners dba Million Air
 - (iii) PlaneSense
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) March, 2022 *

B. Presentation – Potential Zoning Amendments *

C. Approvals:

1. 165 Arboretum, LLC - Development Agreement – 165 Arboretum Drive * **(Fournier)**
2. Bills for Legal Services * **(Ferrini)**

XII. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council Minutes of February 9, 2022 *
2. Port Committee Minutes of July 15, 2021 *
3. Piscataqua Maritime Commission - Right of Entry and Waiver of Fees for the "Sail Portsmouth 2022 Tall Ship Celebration", Portsmouth Fish Pier *
4. Commercial Mooring for Hire Applications *
5. Commercial Mooring for Hire – Great Bay Marine, Inc. *
6. Gate Barriers – 555 Market Street Marine Terminal *
7. Pepperrell Cove Marine – Hampton Harbor Pile Inspections *
8. Morton Salt – Exercise First One Year Option of License Agreement to May 31, 2023 *
9. 2022 Mooring Permit Application Analysis *
10. Mooring Waitlist Analysis *

B. Approvals:

1. Rye Harbor – Paving and Striping to Address Safety Concerns / Issues *
(Anderson)
2. Harbor Master Boat "Munson" Repairs * **(Lamson)**
3. Portsmouth Fish Pier – Floor Drains (Additional Work Required) * **(Parker)**
4. Rye Harbor Marine Facility Right of Entry Waiver Requests * +

XIII. Special Event:

A. Report: *

1. 25th Annual Cisco Brewers Memorial Day 5k Road Race to be held on May 29, 2022

XIV. Upcoming Meetings:


Board of Directors	May 19, 2022 @ 8:30 a.m.
Executive Committee	May 24, 2022 @ TBD

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

XV. Directors' Comments:

XVI. Adjournment:

XVII. Press Questions:

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

MOTION

Director Levesque:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, March 17, 2022.

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

Thursday, March 17, 2022

Presiding: Neil Levesque, Vice Chair
Present: 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

I. Call to Order:

Vice Chairman Levesque ("Levesque") called the meeting to order at **8:31 a.m.**

Director Fournier arrived to the meeting at 8:32 a.m.

Vice-Chairman Levesque ("Levesque") requested a moment of silence in observance of what is going on in Europe. Further he spoke to meeting attendance being greater than usual and anticipated that was due to the potential Air Cargo development. Levesque touched on a few points as he believed that there are some misunderstandings being aired:

1. There are no action items on today's agenda and no formal development proposals presented to the PDA Board for consideration regarding this matter;
2. If, and only if, land development proposals are presented to the Board for one or both parcels that Options were provided, would that commence a public review process which will play out over multiple public meetings. This process would include detailed plans, information on planned end use, traffic, noise and environmental issues.
3. When those plans and studies are presented for Board consideration they will also be available for public review.
4. As a Board, it understands the great interest in potential developments and impacts to the surrounding communities. The Board takes its role in reviewing any development proposals that may come, hearing concerns about such proposals, very seriously and will provide it the time and attention it deserves.

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of January 20, 2022

Director Anderson **moved** the **motion** and Director Lamson **seconded** to **approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, January 20, 2022.**

Discussion: Director Anderson expressed his appreciation to the staff on the comprehensive and thorough minutes that have been provided.

Disposition: Resolved by **unanimous** vote with the Chair abstaining for; motion **carried**.

Levesque indicated that “Old Business” would be moved up in the agenda so that those in attendance could hear what they came for.

III. Old Business:

A. Report:

1. Potential Air Cargo Development – Status Update by Executive Director

Executive Director Paul Brean (“Brean”) read the memo from the Board package regarding the Air Cargo Development Update.

IV. Public Comment:

Levesque informed those who wished to speak would have an opportunity to do so and requested comments be kept to three minutes to all those who came to speak and opportunity to do so and for the Board to continue its meeting.

Public Comment **commenced** at **8:37 a.m.** and **ended** at **9:37 a.m.**

Mike Lehrman, a Durham resident, expressed concerns of the potential development size and detrimental effects the development will have on local communities. (Lehrman provided various documents to Andrew Pomeroy after the meeting.)

Dania Seiglie, a Rye resident and Board Chair of Rye, spoke to the concerns of the potential air cargo facility being “quietly kept from the primary stakeholders, the residents of the surrounding communities” and additional points of concern.

Roger Wiegley, a Rye resident, submitted a letter to the Board with legal analysis and spoke to the Brean’s recent attendance at the Newington Town Meeting, requirement of FAA approvals and environmental assessments which should be performed by Air Force, not the developer.

Phil Winslow, a Rye resident and Vice-Chair Selectman, spoke to finding out about the planning of the Air Cargo through a letter to editor in the Portsmouth Herald; the Town of Rye was never officially informed of the planning or offered an opportunity for input on the concerns it would bring to the quality of life.

Tom King, a Rye resident and Selectman, spoke to Rye being concerned of the potential development and the night flying that may be involved. Spoke to being supportive of the

military flying, proud to host the NH ANG currently at Pease, and understands, the increased development on the airside of passenger airline service as additional flight options are always good (encouraging more daytime service).

Elizabeth Bratta, a Portsmouth / Dover resident, spoke to the North Apron and Hangar 227 developments being at the feasibility and impact stages and spoke to two cargo / military flights currently at 2 a.m. and 4 a.m. that fly into Pease and the concerns of night time flights. Further she posed a few questions:

1. Are the [new] operations going to be affiliated with the existing cargo facilities already at Pease;
2. Or are they proposing to build as a new carrier;
3. How many cargo facilities are already on Pease; and
4. Can you strongly encourage them to participate voluntarily in the noise mitigation project?

Keri Roman, a municipal attorney and former Rye selectman, spoke to long term environmental impacts the proposed facilities would have citing various writings/studies.

Clinton Miller, former Chief of Staff of Portsmouth Regional Hospital, spoke to scientific studies and strict regulations of night flights and impacts to residential areas involving sleep disturbances / interruptions.

Malcolm McNeil, a Durham resident, spoke to previously representing the Town of Newington for 15 years; understands the process, where things stand and encouraged Board members to speak with their representative bodies as a means to provide information moving forward. Suggested the Board hire, at the developers' expense, an expert on cargo carriers which would be responsive to the Board to serve as a peer review.

Ed Moya, a Newington resident, spoke to the impact of night flights and a request for additional transparency.

Joe Ullman, a Durham resident, spoke to lifestyle concerns, against additional congestion and noise impacts.

Chris Russo, a Newington resident, spoke to the developer indicating a need to move quickly on behalf of its client and the reference of a traffic study at the Route 33 location at 5 p.m. to 3 a.m. Asked the power the Board would have over client leasing the building (potential air traffic control by FAA or Board); and the potential financial reward versus the negative impacts that are rising to surface.

Rita Himes, general counsel for IAPP, tenants at Pease; met with Brean and developer. While not opposed, suggested it would need a new home if they would be surrounded by project. Further asked for more transparency and holistic consideration of the Tradeport by keeping tenants in mind.

Karl Leinsing, lives five miles north of runway, he is the only helicopter based on the airport and spoke to the need of a balanced growth / income. He is for the development with limits to it. There are noise mitigation procedures that could be expanded upon and spoke to the military training that occurs at Pease. Further a lot of the FAA regulations which have been discussed are good guidelines and not regulations.

Lori Crebasal, a Rye resident, spoke to the flight path and there not being a cap on flights. Further spoke to the impacts due to pollution from increased traffic and decline in air quality exacerbating health issues. Indicated not having an issue with the military flights.

Babs Dallmeyer, a Rye resident, spoke to being left out of the decision and the impact the planes have on area.

Nick Toumpes, a Rye resident, spoke to the potential vision of the intermodal e-commerce hub and how it will be realized. Further he spoke to the impact on the infrastructure (Routes 16, 4, 108, 33, 95) with additional traffic; the workforce issues (types of jobs) and housing issues.

Director Ferrini (“Ferrini”) spoke to being in this together and assured public they are heard; today is a small piece of what will be an extensive opportunity for communities to become involved. Envisions the PDA/PDA Staff/Developer possibly going to surrounding communities as part of this process. Regarding the studies referenced PDA will probably follow the guidance of a third party review, the studies may lead to additional studies and the Board is not in a rush to do anything other than understand. There will be public meetings and access so the process is as interactive as possible. Spoke to the quality of life also being jobs and those individuals north of Dover who too need higher paying jobs with good benefits. Believes there will be significant studies, interaction with the communities and public’s participation. Further spoke to the power of the lease which is an extremely powerful mechanism for the Board.

Director Fournier (“Fournier”) a representative of Strafford County spoke to this being a process which is key and not being done any differently than any municipality. Also spoke to a lack of workforce within the southern tier of the state but also want to make sure that the northern tier (Strafford County) can be provided well-paying jobs for that tier. Spoke to transparency and how PDA has followed 91A to the letter of the law and very little being non-public at this point.

Director Lamson (“Lamson”) a representative of Newington thanked all who attended and understands the noise affects on residents. PDA has followed 91A and post all of its minutes.

Director Parker (“Parker”) is a representative of Greenland and welcomed the diverse information from all on quality growth and the need to be environmentally careful. It is important to start with fact and also understand the effects on the people you are trying to serve. While we are public / private it is a complex blend of federal / state policy and entrepreneurship

which is a unique effort to do development the right way. There is a process which has to be honored by this Board and it will be a welcomed effort to work collaboratively with the public.

Director Anderson (“Anderson”) is a representative of the City of Portsmouth; stated there are a variety of documents that already encompass this process. There are also stormwater preventive measures and environmental measures that individuals should become familiar with as they will be followed through the course of this process. This is the beginning of the process; further there are merits in this project as well as sensitivities expressed today. All topics mentioned today are valid in these discussions.

V. Committees:

A. Report:

1. **Airport Committee**
2. **Transportation Management Committee**
3. **Golf Committee**

No questions raised from Board members regarding the agendas provided.

Levesque exited the meeting at 9:51 a.m. and returned at 9:54 a.m.

VI. Finance:

A. Executive Summary

Finance Director Suzy Anzalone (“Anzalone”) stated the Executive Summary has outlined some of the notable cost overruns and underruns and the financial report provides the Board additional details. Page two of the Executive Summary provides a summary for each of the business units and there is nothing significant to report as all are performing favorably year-to-date (“YTD”).

Ferrini asked in relation to operating expenses (Golf Course and a number of the properties) being significantly under budget and asked for the reason behind this; Brean stated fiscal responsibility measures were implemented during the pandemic. Brean also indicated that due to the pandemic, there have been some holds on vacancies; as we get further from the pandemic anticipate stronger expenses. Ferrini asked if Brean were referring to employees; Brean affirmed.

Anderson indicated without the sale from 30 NH Avenue, the margin would be low in operating revenues; Anzalone indicated with the removal of that sale PDA would still be favorable to budget. Anzalone spoke to the snow removal expenses ramping up this time of year, and there have not been a lot of marketing expenses YTD. Anzalone indicated that some of the line items have had cost overruns and anticipates in the upcoming months the fuel prices will be higher than budgeted; anticipate being able to absorb those costs as staff has been able to keep costs under control.

Lamson asked of the reference on page three regarding chemicals; Anzalone indicated Pease pre-paid for next season's turf maintenance at the golf course.

Anzalone stated the balance sheet is strong showing unrestricted cash and receivables making up the current assets and restricted assets primarily consisting of the Revolving Loan Fund (18 outstanding loans accounting for \$980,000 in outstanding loans leaving \$220,000 available for loans).

Lamson asked how many PDA buildings utilize heating oil; Brean indicated PDA has a handful of smaller buildings, with a majority heated by natural gas.

B. Reports:

1. FY2022 Financial Report for the Seven Month Period Ending January 31, 2022

Anzalone indicated the results on a YTD basis a consolidated operating revenues of being favorable to the budgeted projections by 21.8%; (included is the sale of 30 NH Avenue). Anzalone indicated if the sale of 30 NH Avenue property were removed from the operating revenues, would still be 4.5% over budget. Operating expenses are trending under budget by just under 12%.

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

Over the next nine month PDA anticipates just over \$16.5 million in cash inflows provided by operating revenues (included would be the ARPA Grant in the amount of \$1.9 million). Regarding cash outflows, PDA is projecting \$8.3 million in grant and non-grant capital spending. Anzalone informed the Board that while these are projections, staff is currently working on its capital budget. There may be fluctuations as we begin to finalize the capital budget which will be presented to the Board at the April meeting.

Ferrini asked of the line items for marketing / promotions, from previous discussions can envision some of that money hasn't been spent and could be repurposed if necessary. Brean indicated PDA does budget \$100,000 for marketing expenses for specific PDA/Tradeport and a separate line item specific to airline services for \$200,000. Ferrini asked if in the marketing budget there were public affairs etc. and how much is called for; used by staff; and how much would be available for say a public process; Brean stated PDA is well funded.

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

A. Reports:

- 1. Port City Air – Hangar 227 – Cold Storage of Four (4) Vehicles**
- 2. PlaneSense – Right of Entry – 105 Flightline Road**
- 3. US Navy – Right of Entry - Emergency Vehicle Operating Classes – North Apron**

4. **New England Seacoast Region Chapter 225 of the Experimental Aircraft Association – Right of Entry - Skyhaven**
5. **Jalbert Leasing, Inc. d/b/a C & J Bus Lines – Right of Entry – Hampton Street**

Brean informed the Board that 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: Port City Air
License: Right-of-Entry Extension
Location: Hangar 227
Purpose: Cold storage of Four (4) Vehicles
Term: Extension from original request through February 28, 2022
2. Name: PlaneSense, Inc.
License: Right of Entry
Location: 105 Flightline Road and surrounding designed premises
Purpose: Survey / Site Inspection Purposes
Term: February 1, 2022 through June 30, 2022
3. Name: US Navy
License: Right of Entry
Location: North Apron
Purpose: Emergency Vehicle Operating Classes (EVOC Training)
Term: Periodic and Pre-Approved Access through December 31, 2022
4. Name: New England Seacoast Region Chapter 225 of the Experimental Aircraft Association
License: Right of Entry
Location: Skyhaven Airport
Purpose: Staging and hosting EAA 225 Young Eagle Flight Rally events
Term: May 1, 2022 through October 15, 2022
5. Name: Jalbert Leasing, Inc. d/b/a C & J Bus Lines
License: Right of Entry
Location: Hampton Street Lot
Purpose: Parking of C & J Customer Vehicles on a Valet Basis Only
Term: March 1, 2022 through midnight May 31, 2022 with a six (6) month option to extend the ROE November 30, 2022 subject to the approval of the Executive Director of Pease Development Authority (“PDA”)

Director Fournier was consulted and granted his consent to all of these items.

B. Approvals:**1. Vibe Motors – Concession Agreement**

This item was pulled from the agenda.

2. New England Aerobatic Club – Right of Entry – Skyhaven

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with New England Aerobatic Club for the purpose of holding periodic airplane aerobatic practices at Skyhaven Airport from December 31, 2021 through December 31, 2022; all in accordance with the Memorandum from Andrew Pomeroy, Airport Operations Manager, dated March 9, 2022.

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

VIII. Leases:**A. Reports:**

1. **Sublease between 100 International, LLC and Equitable Financial Life Insurance Company (Suite #340)**
2. **Sublease between 200 International, LLC and Pirouette Medical Inc. (Suite #170)**

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

- | | | |
|----|---------|---|
| A. | Tenant: | Equitable Financial Life Insurance Co. |
| | Space: | 3,361 square feet at 100 International Drive (Suite #340) |
| | Use: | Office and related use |
| | Term: | Three (3) Years anticipated Commencement Date of 2/1/2022 |
| | | |
| B. | Tenant: | Pirouette Medical Inc. |
| | Space: | 1,600 square feet at 200 International Drive (Suite #170) |
| | Use: | Office and related use |
| | Term: | One (1) Year anticipated Commencement Date of 2/1/2022 |

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

IX. Contracts:**A. Reports:**

1. **Pease Golf Course – Commercial Seating Products Inc. - 180 Amigo Inter Stackable Resin Folding Function Chairs**
2. **Pease Gold Course - Finch Turf, Inc. - Lely 550 lb Hopper Fertilizer Spreader**

3. Stratham Tire – 2008 Volvo Front End Loader Tire Replacement

In accordance with Article 3.9.1.1 of the PDA Bylaws, Brean reported on the following:

1. Project Name: Commercial Seating Products Inc.
Board Authority: Director Ferrini
PDA Obligation: \$7,468.10
Summary: 180 Amigo Inter Stackable Resin Folding Chairs with Padded seat for use at the Pease Golf Course
2. Project Name: Finch Turf, Inc.
Board Authority: Director Ferrini
PDA Obligation: \$7,325.00
Summary: Lely 550 lb Hopper Fertilizer Spreader for use at the Pease Golf Course

In accordance with the Delegation to Executive Director regarding Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs:

3. Project Name: Stratham Tire
Board Authority: Director Ferrini
PDA Obligation: \$20,620.80
Summary: 2008 Volvo Front End Loader Tire Replacement to support Airport Snow Removal and Pavement repair

Parker asked if PDA received a wholesale rate on the tires; Brean affirmed and stated PDA receives state and contract TSA pricing.

B. Approvals:

1. Honeywell International Inc. - Maintenance Service Agreement

Director Ferrini moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Honeywell International, Inc. ("Honeywell") of Manchester, NH and to expend an amount not to exceed \$17,180.00 for an annual preventative maintenance service agreement for the access control, video and audio systems at the airport terminal building; all in accordance with the memorandum of Ed Pottberg, Airport Security Administrator, dated February 22, 2022.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Honeywell is the provider of the airport's primary access control, video and audio systems, which is a proprietary closed system.

Discussion: Parker stated this is a new system put in last year which had security re-writing to the system and Honeywell had to be used because it is all part of a bigger operation; Brean affirmed and further stated this is due to the terminal expansion and more of a long term operating contract.

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

2. aboutGOLF Simulator 3-year Subscription Renewal

Director Fournier moved the motion and Director Parker seconded that **the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with aboutGOLF in a total amount not to exceed \$18,000.00 for the renewal / purchase of a three (3) year software subscription for the three (3) Pease Golf Course simulators for use at the Pease Golf Course; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated March 7, 2022.**

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the fact that the aboutGOLF hardware at Pease Golf Course is a proprietary system requiring the use of aboutGolf software.

Discussion: Anderson indicated that this item was taken up at the Golf Committee meeting on Monday and revenues have been calculated to cover the cost through an increase in revenue rates. Scott DeVito (“DeVito”), Pease Golf Course (“PGC”) General Manager, affirmed there would be an increase in rates in the fall in order to offset the pricing.

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

3. Addendum to Contract with Five Star Golf Cars for Ten (10) Additional Golf Cars during the 2022 Season

Director Anderson moved the motion and Director Lamson seconded that **the Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Pease Golf Course to negotiate and execute an addendum to the Five Star Golf Cars and Utility Vehicles (“Five Star”) contract for an additional ten (10) golf cars for May 1, 2022 through September 30, 2022, in an amount not to exceed \$18,750.00; all in accordance with the memorandum from Scott DeVito, PGA General Manager dated March 7, 2022.**

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

4. McFarland Johnson - Airport Terminal Program Funding Opportunity

Director Parker moved the motion and Director Lamson seconded that **the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to amend its on-call contract with McFarland Johnson, Inc. in an amount not to exceed \$60,000.00, in order to provide consulting and engineering services to facilitate the submission of an application for Airport Terminal Program funds for airport terminal**

improvements; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated March 10, 2022.

Discussion: Anderson indicated after reviewing the material and discussion with Brean regarding this, it is justified associated with the terminal expansion phased project and believes it is appropriate. This would be pending an application to be submitted to the FAA for AIP project. Brean indicated this was announced two weeks ago and stated they are putting \$4.85 billion into the airport systems, specifically for terminal infrastructure projects. Brean stated there is at least 10% designated for airports like Portsmouth. PDA's recent design study and completion of the first design project with three additional phases of the project ready (one of those being the baggage claim area). PDA believes it is one of the few airports in the region that is shovel ready for the project in FY22, which will change in FY23 when airports do design work. PDA's readiness for a project makes it perfect timing to submit an application as it would be funded by the FAA by 95%. Brean further stated PDA is in sync with DOT Aeronautics and they have the sponsor share from its commitment programmed into the model. This is something that PDA would need done either through grant funding or internal funding as the next step in updating the facility.

Lamson spoke to the improvements made to the facility / baggage area and how things were difficult prior to the expansion making individuals unhappy with the terminal.

Parker affirmed this would be FAA money in a phased grant over multiple years; and as such it would go into a based budget. Brean indicated PDA would be able to front the project in the first instance and then become reimbursed for all eligible expenses. PDA anticipates all of the expenses for this project would be AIP and FAA eligible.

Anderson indicated he hoped PDA would be successful with the FAA and if not staff would come forward to fund this project through a Line of Credit. Brean affirmed and stated it would be put before the Board if not as it is for the now as we are building to accommodate the existing passenger flow.

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

5. IT / Admin Pool Vehicle - 2022 Toyota Prius Plug-In Hybrid

Director Lamson **moved** the **motion** and Director Fournier **seconded** that the **Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to purchase one (1) 2022 Toyota Prius Plug-In Hybrid from Hudson Motors of Jersey City, NJ in a total amount not to exceed \$25,414.00; all in accordance with the memorandum of Ken Conley, Fleet Manager, dated March 16, 2022, incorporated herein.**

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

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

X. Signs:**A. Report:****1. Paddy's American Grille – 27 International Drive**

In accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” PDA reports as follows:

Entity: Paddy's American Grille
 Location: 27 International Drive
 Summary: Replace the damaged monument structure at the entrance to their facility with a similar one including internally illuminated sign panels featuring their new logo and street address on the base. The existing façade sign will be refaced with a sign reflecting their new logo.

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

XI. Executive Director:**1. Golf Course**

DeVito spoke to PGC simulators' numbers to February being on target to meet or exceed what was done in 2021. Further since COVID restrictions have been reduced concerning Grill 28 has seen more business and since the range was opened this week they are seeing more people at the golf course. Meeting with the Superintendent on Monday to look at opening some of the golf course and anticipate a formal announcement mid-day on Monday.

During the Golf Committee meeting Anderson asked of potential for additional revenue. DeVito stated previously the NH golf guidelines during COVID required tee times be adjusted to 10 minute intervals and now they can be modified down to 9 minute staggered time adding 12 tee times back into the system allowing for an increase to revenue.

With respect to the previous inquiry of expenses being down, DeVito indicated in FY21 there had been a reconciliation of the liability account (gift cards) there was an expense that shows up every three or four years being significant (over \$100,000); furthermore, last year was a very wet season resulting in approximately \$200,000 under expenses.

Anderson indicate he has always been impressed with the responses provided by DeVito and believes the golf operations are in good hands and is confident in the direction it is going.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean stated since when the Board last met there have been 13,068 enplanements in the terminal getting PSM to its 10,000 mark for AIP funding making PSM eligible for funding being achieved in the first two months. There were 1,500 vehicles parked at the terminal

Fuel flowage fees in the month of January indicates 665,000 gallons sold with 60% being purchased by DOD / Craft flights; 19% from commercial activity and 22% being general aviation and corporate aviation. In February there has been an uptick in activity with 1.2 million gallons of JetA sold with 79% being DOD / Craft flights, 9% commercial and 12% general aviation with geopolitics playing heavily. Over the past year there has been an 18% increase in the daily airport operations for arrivals and departures, PSM averaging about 80 operations a day.

Brean asked that the list of grants be displayed for the Board in order to display what the 10,000 enplanements means annually. Fortunately have been able to receive funding through Coronavirus program and collectively have received approximately \$5 million specifically associated with the Coronavirus pandemic. PSM is eligible for that due to the annual passenger enplanements and that is how it is calculated through its association to passenger activity which places PSM in the AIP program. Brean stated that since 2018 PSM has been funded approximately \$20 million through AIP funding and a bulk of that was used for the funding of the runway reconstruction pavement project as well as receiving \$6 million from the Department of Defense for ANG's contribution for the project. This is another way to show what the 10,000 enplanements mean as a way to maintain viable operations.

Regarding Allegiant, have initiated the Tampa/St. Pete flights for the season and starting in June flights to Nashville and Myrtle Beach will commence and do have a system wide capacity restriction due to the price of fuel as a fiscal initiative. So far PSM has not recognized too much of an impact but with the price of oil it will greatly impact the aviation industry immediately.

Lastly, Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance recently returned from the Northeast Chapter AAEE conference which is geared toward architectural, engineering and environmental projects and PSM received an award for architectural project of the year for the terminal project. PDA staff worked hard on the project with McFarland Johnson, Hutter and Fennick McCredie Architecture and we were recognized as the terminal project of the year.

b) Skyhaven Airport (DAW)

At Skyhaven received approximately \$200,000 based on another Block Grant program through the NH Department of Aeronautics.

Further Brean spoke to having a congressional delegation and executive leadership in the State that fights for our airports and helps with special funding.

c) Noise Line Report
(i) January and February, 2022

Brean indicated that Portsmouth International Airport at Pease did not receive any noise inquiries in January, 2022 and eight noise inquiries in February. In February, seven of the noise inquiries were submitted by one resident in Newington, NH concerning a large military aircraft arriving on Runway 16. The other complaint was from a caller from Eliot, ME who had a general concern of increased noise activity between 8:00 PM and 11:00 PM over the last couple of weeks. The Eliot, ME caller also wanted to register a complaint against any future development that could increase noise over Eliot, ME.

Anderson asked for an update of the Million Air project in an effort to have an understanding the status of that project; Brean stated they are continuing with its design work, working on site design and environmental permitting. Maria Stowell (“Stowell”), Engineering Manager, indicated they have not received DES permits as of yet (applied for AOT and wetland permits). PDA is waiting to get those permits to see if there are any conditions before going on to the next step (Technical Review) when they will get their drawings. PDA will post notices for public hearings, but are waiting for permits to arrive first. Anderson asked if ultimately that process would be brought back before the Board for land use purposes; Stowell affirmed.

Anderson indicated there was a recent Noise Committee meeting which was productive meeting. Pomeroy was in attendance as well as individuals from Durham, Rye and Greenland. Anderson indicated that the Part 150 report has some extreme relevance and where we will go with this project (air cargo); some noise considerations from the past, have an opportunity to present themselves in the future.

3. Corporate Drive Improvements Update

Stowell indicated last May the Board approved funding to be spent on Corporate Drive improvements. The City of Portsmouth is reconstructing Corporate Drive as part of its agreement it has to maintain the roads but there are areas outside of the agreement that are the responsibility of PDA such as drainage ditches that need to be dredged before Portsmouth can continue with the road construction. PDA has entered a contract with Underwood Engineers (same entity used by the City) for design work as it is related work. They have completed video inspection of the drainage system and the outfalls along with roadway test borings in order to see the condition of the gravel beneath the roadway. They have drafted the documents for the drainage ditch and dredging and PDA has received its DES permit. A wetlands permit was required for the dredging of the drainage ditches. Just this week PDA received the Army Corp of Engineers (“ACOE”) permit which is required when there is an ACOE component involved. The permits are in place and anticipate being out to bid by April or May, will have bids for PDA’s drainage ditch component of the work with a low bidder to bring to the Board to proceed with that.

Ferrini indicated updates such as this being helpful to the Board so it is well informed.

Anderson asked if PDA were coordinating with the City with this project; Stowell indicated Jared Sheehan has been meeting with the City and Underwood on several occasions regarding this project.

4. Staff Presentation – PDA Land Use Controls Overview

Stowell provided an overview to PDA's Land Use Controls and displayed various slides for discussion with the Board regarding Land Use Controls. There are three parts to the Land Use Controls, those being:

1. Zoning Ordinance
2. Site Plan Regulations; and
3. Subdivision Regulations.

This does explain the process for land development and a series of applications with approvals or denials of those applications.

The Zoning map coordinates along with the Zoning Ordinance and is color coded to distinguish the various zones.

1. The Airport Zones are Green and Purple (airport, runways, aprons for aircraft, terminals, hangars, parking aprons);
2. The Red is an industrial zone.
3. The Blue is business commercial zone; and
4. The Yellow is the Natural Resource Protection Zone.

Each of these zones has allowed uses (those allowed by right) and other uses allowed only by special exception. There is a process that needs to be followed for those who request a special exception along with various applications that have to run through Boards and meet certain tests. If these thresholds are met, then the special exception is approved. There are also variance applications where an applicant may not be able to meet a certain requirement, and if it can be demonstrated, there is a good basis and meets certain tests can meet the requirement for application. There is a conditional use permit and PDA has only one which is related to a wetland buffer. The State of NH has wetland rules and if anyone wants to do work within the wetlands it is necessary to apply to the State to do the work and wetland buffer rules go beyond that; PDA added these rules in 2008 or 2010. PDA's wetland buffers are based on a study done at that time where a wetlands scientist ranked them according to their values and functions and buffers were established. The highest group was categorized with a 100' buffer, meaning no work could be done within 100' of the wetland; then a middle group at 50' buffer and the remainder were 25' buffers.

Ferrini asked when the study was performed; Stowell indicated the Wetlands Study by Gove Environmental Services was done in 2005. Ferrini further inquired if any of the best practices have changed since that time that would require an update of the study: Stowell indicated that the underlying functions and values are the same as none have been changed or degraded.

Stowell informed the Board that the allowed uses come out of the Environmental Impact Study when the Air Force/DOD was looking to transfer the land to PDA; the transfer is considered a federal action and that is what triggers the environmental review (NEPA). Meaning when PDA accepts federal money for projects, PDA has to meet environmental review to look at those impacts. There are three levels of review (no impact, environmental assessment and environmental impact statement) which make up the uses within the Land Use Controls.

Stowell spoke to the Site Review and Subdivision Regulations and the typical applications associated with the same.

Fournier asked when these two documents were updated and further spoke to the areas that encompass the properties with big parking lots etc. and wonder if it is time to look at design / height standards, more green space (go up instead of out). Stowell stated the original document was established in 1991 and it has been revised seven or eight times (parts have been revised not entire document). Back in the 90s it was determined this state land would be competing with communities and we didn't want to pull businesses away that would locate in Portsmouth so minimum lot sizes were 5 acres for commercial zone; 10 acres for industrial zone and it was thought to have a building in the middle, parking and green space on the fringe.

Ferrini indicated the zoning at Pease is now obsolete and in the 90s it is true that downtown Portsmouth was vacant. He understands why it evolved over time, but as it is viewed now, we will see other aspects of development making it necessary to have proper zoning structure and the proper amount of staff to deal with these issues. PDA staff works hard and he is looking to make sure there is enough employees and should it be on the "to do" list to have a consultant on zoning to review and understand how PDA zoning integrates with the Seacoast and changes necessary. Believes a consulting firm to work with PDA on this issue should be on the "to do" list.

Fournier spoke of what is going on in Portsmouth and asked if PDA was the right facility that could go up versus out.

Lanson indicated she has wondered why PDA does not have a Planning Director to oversee things such as this.

Anderson stated looking at some of the zoning conditions that exist now, how many available parcels are left on the facility to develop; Brean indicated on the landside there are four and some have challenges and on air side about four or five parcels depending on if they were subdivided and those are being researched.

Ferrini indicated in areas such as One and Two International there are a lot of uses in there and since we have leases to that property providing an opportunity. If the answer is there are four developable lots remaining and his view is all the properties under lease have different opportunities because of the space on the land area. Ferrini states this gives PDA an opportunity to view the land differently through renegotiation of the leases and might be better / more environmentally sound that is more in line with the times. The lease should be viewed with a broad concept and not as only four lots left.

Brean indicated this conversation bodes well with the FAA allowing PDA on landside non-aeronautical leases to reset them if there is capital investment.

Stowell went on to say there is a lot of information regarding submission of applications and spoke to the process after submission and provided the Board with a flow chart. The Board sees concepts in a primitive review for concept approval / acknowledgement and this is done so the land owner (PDA who has stewardship of the property) knows that someone is submitting an application to do something to the property. The Board may or may not see the application again after the concept approval / acknowledgement as it depends on which zone the work is being proposed in. Work done in the commercial, business / industrial and natural resource protection zones have the applications referred to the appropriate municipalities (Portsmouth or Newington) and it makes its way through various Boards (Technical Review, Planning, Zoning, Board of Adjustment, Conservation Commission etc.), the recommendation(s) become final within fourteen days unless an appeal is requested. In the other two zones (Airport and Airport Industrial) it is fundamentally the same process, but before the PDA.

For Subdivision and Site Review it typically starts out with Technical review and after this it is passed on the respective Planning Boards and the Planning Boards make a recommendation back to the PDA Board and those recommendations do not change.

For the other two zones (Airport and Airport Industrial) it is fundamentally the same process but the names of the PDA Boards are a little different; the technical review is done by the Pease Technical Review Committee with the Chair being Stowell who brings in various technical individuals from Portsmouth (PW, Police, Fire, and Planning) and Newington (Town Planner and Building Inspector). Plans are reviewed and then a recommendation is made to the PDA Board, sitting as the Planning Board. When it is a Newington project there are still individuals from Portsmouth who attend as they do the roads and utilities at the Tradeport. Further, Stowell spoke to the other applications and the process followed and stated there are also PDA Board members who make up the various Boards/Committees that would hear these specific applications.

Blenkinsop clarified when Stowell referred back to the PDA Board if they would be sitting as a Planning Board; Stowell affirmed. Blenkinsop indicated this is an important distinction as the Board would be sitting in a different capacity, as a Planning Board in a quasi-judicial function. Blenkinsop further reminded the Board they have sat as a Planning Board a couple of times over the last year (PCA Fuel Farm and Hampton Street Hangars).

Stowell indicated at every stage the various Committee / Board meetings are public hearings and noticed the same way. Stowell indicated that an abutter is defined as anyone within 500' of the lot under consideration which typically equates to approximately 400 notices via certified mail including the main tenants on Pease who have a lease with PDA. Additionally, the communities of Portsmouth, Newington and Greenland all get notice, it is posted in newspaper and city / town halls as it is a public process.

Ferrini spoke to the state law regarding public posting of meetings and further inquired about posting to municipal websites; Blenkinsop could not speak to specificity but indicated notices go the communities and believes the City of Portsmouth typically posts PDA meetings on its website, not sure about Newington and Greenland.

Fournier indicated the Board can include posting to website in its own rules, above and beyond what is required by the State.

Stowell indicated the projects the PDA notices (airport and airport industrial) are placed on the PDA website.

Stowell addressed the trigger for Site Review Applications and when they are required. Site Review is required for all projects except in certain cases (1. when reusing existing structures with no change in use or site change, 2. a nonconforming site to bring into conformance and 3. projects that are strictly demolition). Additionally, early in the 90s there was a Board interpretation that stated if the change in use didn't require site changes or if the proposed site changes did not significantly impact intensity of use, traffic or utilities, then site review could be done administratively. Blenkinsop indicated that the process that is followed at PDA is not fundamentally different than what a development would go through in any of the neighboring communities and in some instances the neighboring communities are involved in the PDA reviews. Stowell affirmed that PDA's process is modeled after the towns / city.

Ferrini indicated the flow chart provided is extremely helpful and should be on the website.

Stowell indicated that Portsmouth and Newington have monthly schedules for developers to apply to their process but there have been times when PDA has gone 10 years without applications which is why PDA has not had a regimented schedule. That said, when a developer does come along, a schedule is developed.

Levesque exited the meeting at 10:47 a.m. and returned at 10:49 a.m. and Fournier exited the meeting at 10:49 a.m. and returned at 10:51 a.m.

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 \$8,671.00 for legal services rendered to the Pease Development Authority from Sheehan Phinney Bass & Green from October 14, 2021 – January 31, 2022 for the Division of Ports & Harbors – Ports. Fish Pier in the amount of \$ 464.00; from December 1, 2021 through December 31, 2021 in the amount of \$1,015.00 for Permit Implementation; from December 1, 2021 – December 31, 2021 in the amount of \$174.00 for Tradeport General Representation; January 1, 2022 through January 31, 2022 in the amount of \$5,597.00 for Permit Implementation; and from January 1, 2022 through January 31, 2022 in the amount of \$1,421.00 for Tradeport General Representation.

And to expend funds in the amount of \$6,265.00 for legal services rendered to the Pease Development Authority from Anderson Kreiger as outside counsel for Federal Regulatory Advice from January 1, 2022 through January 31, 2022.

For a total amount of \$14,936.00 in legal services.

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

2. Allegiant Airlines – Marketing

Anderson indicated he has had discussions with Brean regarding this expenditure for marketing and indicated Brean can explain the rationale behind this. Anderson indicated he would like to see when the motion is made that it is a one-time expenditure for this particular calendar year and it would not be repeated in subsequent years without Board approval.

Levesque ask Brean to clarify if this motion would be a one-time expenditure as written.

Brean reiterated that PDA carries a budget item of \$200,000 annually for air service development. Historically PDA has utilized the funds and advertised on its own. Allegiant has the ability to purchase advertising nationally a lot cheaper than PDA. While Allegiant does not ask for funding a lot, what is trying to be done is specific to the Nashville TN route to help it stand as long as it can. Currently the Nashville route is seasonal but would like to see it stand throughout the year as there isn't an ultra-low cost in the region for a direct flight to Nashville. It is PDA's hope that these funds will allow Allegiant to continue that flight beyond the season. Further, Brean stated most airports (including those the size of Portsmouth) spend millions on airside marketing and this is the actual seed money that gets the actual enplanements that create the AIP funding. Brean indicated if asked what Allegiant puts in, the fact that they put an aircraft into an airport is a \$6 million investment for them. Allegiant has been at Pease almost 10 years and they have proven they want to grow and continue to serve the Seacoast.

Levesque asked for confirmation that as the motion as written is a one-time request and would come back to the Board next year; Brean affirmed and indicated PDA may not be asked next year for funding. Brean stated that Allegiant does not like to ask for funding as it wants its routes to stand on their own.

Anderson stated no modification to the motion would be necessary; Blenkinsop affirmed too that the motion is a one-time request for this year and Brean could not exceed a \$100,000 expenditure without Board approval.

Lamson inquired of the Allegiant route / schedule; Brean indicated it is capacity demand.

Parker indicated if we expect to receive additional requests like this and it is in our best interest to do this kind of air service development which seems reasonable it is always good for those making the decisions to know what the match is such as in-kind and would be part of the rationale to getting to yes.

Director Lamson moved the motion and Director Fournier seconded that **the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to use unmatched marketing funds, not to exceed \$100,000, specifically for air service route development and to expend said funds for the purpose of promoting Allegiant Airline’s air passenger service from Portsmouth to Nashville, TN, Myrtle Beach, NC and Clearwater, FL; all in accordance with the memorandum of Andrew B. Pomeroy, Manager Aviation Planning and Regulatory Compliance, dated March 7, 2022.**

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

Anderson exited the meeting at 11:09 a.m. and returned to the meeting at 11:11 a.m.

Brean requested that “New Business” be moved ahead of the Division of Ports and Harbors to accommodate those in attendance from PlaneSense to make its presentation.

XII. New Business:

A. Report:

1. PlaneSense – Presentation regarding Potential Leasehold Expansion and Building Expansion

Gary Arber (“Arber”) and Lorri Badolato, corporate counsel for PlaneSense, spoke to the Board and walked through a PowerPoint presentation displayed regarding a hangar and leasehold expansion project it is looking to undertake.

Arber provided a brief history of the business and indicated approximately 16 / 17 years ago PlaneSense was before the Board proposing its original building. Delos LLC is the owner of the building and rents the space to the other companies; there are five corporate entities that comprise PlaneSense which is a fractional ownership program. Arber stated the PC12 & PC24 planes utilized are very quiet and climb quickly. Between both types of planes there are 45 aircraft in its fleet, have on order additional aircraft and by the end of the year they will have 53, and by the end of 2023 will have 59 planes. Due to the expansion in the fleet they need more space and showed a diagram of its existing footprint (44,000 sq. ft. and 40,000 sq. ft. of hangar space). The proposal would be to double the size of the hangar by leasing space to the north of the existing building and build a full motion Level D flight simulator for the PC12s located on the end of the new facility. Arber spoke to an interest in an additional (second) parcel PlaneSense would also be interested in; while there are no immediate plans to construct there but there is an immediate need to park airplanes in that location. Arber showed a rendering of the building and indicate the simulator building would be a benefit to aviation in this half of the country as there are only a few of these simulators in the country. PlaneSense would receive approval for training or dry leasing the simulator to other companies for training of pilots on the PC12. Spoke to the benefits and contributions it has made to the community and/or the state and they would like to expand further onto the facility here.

Anderson asked if they still had a Right of Entry (“ROE”) to another parcel which used to be the jet engine testing area; Brean indicated that ROE had expired. Brean further stated they have an ROE on 35 Flightline Road adjacent to their current parcel. Arber indicated the preference would be to incorporate the simulator with the hangar expansion.

Blenkinsop indicated this presentation has been for informational purposes to let the Board know where things stood and the Board should anticipate seeing in the near future drawings for a concept approval to commence a land use subdivision / site review process.

Ryan FitzSimmons indicated he has been involved here since 2012 and spoke to this morning’s public comments heard and indicated there has not been a deviation in the process by either the Board or staff and all have done their jobs very well.

XIII. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council Minutes of January 12, 2022

Geno Marconi (“Marconi”), Division of Ports and Harbors Director, indicated the Board had in its packet the minutes of the Port Advisory Council meetings of January 12, 2022. The minutes have been provided so the Board is aware of the Council’s activity and welcomes any comments or questions from the Board.

- 2. Commercial Mooring Transfer – McEvoy to Poulin**
- 3. Commercial Mooring Transfer – Titone to Noyes**
- 4. Commercial Mooring Transfer – Beliveau to Lentz**
- 5. Commercial Mooring Transfer – Meyer to Cumings**
- 6. Commercial Mooring Transfer – Souther to Gauron Fisheries**
- 7. Commercial Mooring Transfer – Smith & Gilmore Fishing Pier to Hampton Beach Parasail**

Marconi stated above are a number of Commercial Mooring Transfers seen this time of the year where 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.

8. Commercial Moorings for Hire – Safe Harbor Wentworth by the Sea

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

9. Recognition / Certification by International Association of Maritime and Port Executives of PDA / DPH as an Education Partner

Marconi indicated this is a great short term type of continuing education for Port Executives. Further, it is accredited by the Business Schools of Maine Maritime Academy and Mass Maritime Academy and DPH has been participating with them for a number of years

10. Wetlands Permit Application-Underground Fuel Storage Tank Piping Replacement-Rye Harbor Marine Facility

Marconi indicated last year when DPH was doing its inspection of the fuel system down at Rye Harbor, one of the fittings on the gas line that goes from the tanks to the pump and out to the commercial pier did not pass inspection. Did not want to dig area up during summer so waited and found out there was a need for a Shoreline Excavation Permit; need to dig up the line under the crushed stone and putting the new line in.

B. Approval:

1. Hampton Harbor Marine Facility - Additional Design Proposal, Dock Replacement and Steel Pipe Pile Relocation

Director Fournier moved the motion and Director Lamson seconded that **the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to approve the proposal from Appledore Marine Engineering (“Appledore”), PDA’s on-call marine engineers, and authorize the additional \$14,000 expenditure for design services related to concrete dock replacement and steel pipe piling relocation at the Hampton Harbor Marine Facility; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated March 10, 2022.**

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

2. Hampton Harbor Marine Facility – Float, Dock & Piling Replacement

Director Ferrini moved the motion and Director Lamson seconded that **the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to contract with the lowest qualified quote and to expend funds from the Ports and Harbors Fund for the replacement of the floating dock, concrete dock, and guide piles at Hampton Harbor, and furthermore, to request reimbursement of those funds from the State of New Hampshire through the Governor’s Office for Emergency Relief and Recovery; all in accordance with the Memorandum of Geno Marconi, Division Director, dated March 10, 2022.**

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as quotes are being obtained from three experienced marine contractors and time is of the essence given the upcoming fishing and boating season.

Discussion: Parker had a question concerning RFPs and asked for an explanation why DPH did not go out for an RFP. Marconi indicated these three companies are the entities over the

last 15 years that have consistently responded and receive contracts for work at DPH facilities. The urgency behind this is there are a lot of businesses at Hampton Harbor that rely on the floating docks. Upon recent inspection after recent winter storms a determination was made which indicated the concrete docks had taken a beating due to the weather and it was a safety issue. Parker indicated there are extenuating circumstances related to business and other things related to the upcoming summer boating season that would compel the Board to use this vehicle to yield this decision. Marconi affirmed and indicated normally he would not do this but there had been some bad storms, which have caused damage.

Anderson asked Marconi if he had an expectation these three companies would submit bids; Marconi indicated he just received quotes the other day. Currently DPH is reviewing the submissions.

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

3. 555 Market Street Terminal - Security Fencing

Director Anderson **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with the lowest qualified bidder for installation of 650' of perimeter security fencing at the Market St. Terminal, funded by a Port Security Grant from the U.S. Department of Homeland Security, and award the contract for the project in an amount not to exceed \$117,546.00, with 75% (\$88,159.50) funded by FEMA and 25% (\$29,386.50) funded by the Division from the Harbor Dredge and Pier Maintenance ("HDPM") Fund; all in accordance with a memorandum from Geno J. Marconi, Division of Ports and Harbors Director, dated March 10, 2022.

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

4. Market Street Terminal - Main Wharf Rehabilitation Change Order

Director Parker **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and finalize Change Order #1 with MAS Building and Bridge of Norfolk, Massachusetts with respect to the Main Wharf Rehabilitation and Modification Project at the Market Street Terminal in an amount not exceed \$708,400, paid from the Ports and Harbors Fund, and to request reimbursement of those funds from the State of New Hampshire through the Governor's Office for Emergency Relief and Recovery; all in accordance with the Memorandum of Geno Marconi, Division Director, dated March 10, 2022.

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

5. 315 Market Street - Granite State Minerals – Bollard Installation

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director, to negotiate and finalize an agreement with Granite State Minerals for the installation of a mooring bollard on Division of Ports and Harbors’ property located at 315 Market Street, contingent upon approval received by the Governor and Executive Council; all in accordance with the memorandum of Geno Marconi, Division Director, dated March 9, 2022.

Discussion: Marconi provided the Board with a couple of photos that show how far the ships extend beyond the pier and how the lines run back. This is a navigation safety issue.

Disposition: Resolved by unanimous vote for; motion carried.

XIV. Special Event:

A. Report:

1. Millennium Running - St. Patty's 5k/10k Road Race held on March 12, 2022

Brean stated that last Saturday, March 12, 2022, Millennium Running held its St. Patty’s 5k / 10k Road Race and its PDA venue partner was 200 International Drive.

XV. Upcoming Meetings:

Port Committee	April 7, 2022 @ 8:00 a.m.
Audit Committee	April 18, 2022 @ 8:30 a.m.
Finance Committee	April 18, 2022 @ 9:30 a.m.
Board of Directors	April 21, 2022 @ 8:30 a.m.

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

XVI. Directors’ Comments:

Lamson indicated on behalf of the Town of Newington’s Selectmen she extended their thanks to Brean who attended the Town’s recent meeting and did a briefing on potential air cargo.

Anderson asked if there were a status update regarding Rye Harbor from the recently approved payment for work performed by Appledore with the season approaching. Marconi indicated a draft has been received and reviewed and provided comments as some of the information they were using was not accurate. Anderson asked if there were a resolution to the whole incident described to the Board that can be addressed at an upcoming meeting. Marconi indicated he has been speaking with Brean about doing immediate changes to the entrance way (paving and striping) to make it safer for the public. Marconi indicated there is a lot of what was

contained in the report which will need discussion. A revised version has been received from Appledore and Marconi will review and provided it to Brean for consideration.

Ferrini indicated that would probably need a real master plan for those considerations and that will not get done by summer.

Levesque asked for an update on the Rye Harbor issue for a future meeting.

Fournier indicated it is time that the Board come up with Rules and Procedures so there are written rules on how to do things (i.e.; Public Comment kept to 3 minutes; asking permission of the Chair etc.) these would help the Board to stay focused and have an efficient meeting. Fournier volunteered to share some of the Rules and Procedures he has written and follows.

Ferrini indicated that staff may depart Board meetings with more work required. Therefore, he suggested considering identifying and outlining studies the Board would like to have for the air cargo facilities for a report back and then determine if that would be for a third party payment with the developer paying but not supervising study. Further spoke to the need for surrounding communities to be informed of the public process, have a formal meeting so applicant can make a presentation and determine the necessary timelines of studies the Board would be looking for. Lastly would be the personnel needs to do all of the additional work (i.e.; combining the rules from the surrounding towns and aggregate it) and if there is a concern at the state level regarding expenditures PDA is looking at increased development and these needs are necessary. Being proactive on the studies will be the driving force on the public process and this will take time and flow chart management.

Anderson stated after the conceptual presentation on the air cargo project, feels it would be beneficial for the Board if the developers were to provide a full build out for the entire project, not just a phased approach. Also requested being provided with assessments on a full build out. Stowell indicated PDA asks for an assessment on what a developer is proposing to obtain and receive an approval on.

Ferrini indicated he envisions the process to be a long process and the Board can recommend studies that may not be provided or referred to by developer.

Parker indicated in digesting what was heard this morning there was significant disinformation which comes from many reasons and the information cannot be addressed properly because the format doesn't allow it. The Board is the authority figure and we will need to be ready to go; it will be a joint effort in preparation between staff, Director and third parties in the public process and anticipate it being labor intensive.

Anderson stated he remembers the developers indicating a desire to be ready to have shovels in the ground by the fall.

Lamson presented Brean and Marconi with a Newington Town Report Book which provides miscellaneous and navigational information regarding the turning basin.

XVII. Adjournment:


Director Fournier moved the motion and Director Parker seconded to adjourn the Board meeting. Meeting adjourned at 11:55 a.m.

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

XVIII. Press Questions:

No comments from the press.

Respectfully submitted,



Paul E. Brean
Executive Director

PEASE DEVELOPMENT AUTHORITY
Monday, April 18, 2022

AUDIT COMMITTEE AGENDA

Time: 8:30 A.M. – Board Meeting Room
Place: 55 International Drive
Pease International Tradeport
Portsmouth, New Hampshire 03801

- I. Call to Order (*Ferrini*)
- II. Acceptance of Committee Meeting Minutes: October 18, 2021 *
- III. Public Comment
- IV. FY 2022 Audit Engagement (*Suzy Anzalone, Robert Smalley, and Ethan Gage*)
 - A. Engagement Letter *
 - B. Pre-Audit Communications *
- V. Next Meeting- 10/17/2022
- VI. Director's Comments
- VII. Adjournment
- VIII. Press Questions

* **Related Materials Attached**
+ **Proposed Motion**

PEASE DEVELOPMENT AUTHORITY
Monday April 18, 2022

FINANCE COMMITTEE AGENDA

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

- I. Call to Order (*Ferrini*)
- II. Acceptance of Committee Meeting Minutes: November 15, 2021 *
- III. Public Comment
- IV. Reports
 - 1. Operating Results for the Eight Month Period Ending February 28, 2022 *
 - 2. Nine Month Cash Flow Projections through December 31, 2022 *
 - 3. Disbursement Register – January 1 through March 31, 2022 +
 - 4. FY 2022 – FY 2028 Capital Improvement Plan *
- V. Next Committee Meeting – June 13, 2022
- VI. Director’s Comments
- VII. Adjournment
- VIII. Press Questions

* Related Materials Attached
+ Confidential Materials



PEASE DEVELOPMENT AUTHORITY

PORT COMMITTEE MEETING

THURSDAY APRIL 14, 2022 @ 9:30 A.M.

- CALL TO ORDER
- APPROVE MINUTES OF THE JULY 15, 2021 MEETING
- PUBLIC COMMENT
- NEW BUSINESS
 - a. Update on Rye Harbor
 - i. **Entrance** / Exit Safety Improvements
 - ii. PDA letter to Rye Harbor Lobster Pound
 - iii. Right-of Entry Waiver Requests
 - b. Update on Functional Replacement of the Barge Wharf
 - c. Update on Market St. Wharf Rehabilitation, BUILD Grant
 - d. Update on Portsmouth Fish Pier
 - e. Update on Hampton Harbor Float Replacement
 - f. Update on Piscataqua River Turning Basin Navigation Project
- PRESS QUESTIONS
- ADJOURNMENT

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: April 14, 2022
Re: Potential Air Cargo Development Update

In update to my memorandum dated March 10, 2022, please be advised that PROCON/Kane has not submitted a development proposal for consideration/action at the April 2022, PDA Board of Directors meeting.

PROCON/Kane informed me that they continue to work with their consultants and engage in discussions with potential end users. They are exploring site feasibility and development options and are also examining aeronautical development scenarios that do not include an air cargo component. As of this date, they do not have a timetable for submission of a proposal to the Board.

I will continue to keep the Board updated as things progress.

Date: April 7, 2022

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming April 18, 2022 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the eight months ended February, 2022:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	13,642	11,385	2,257
Operating Expenses	8,149	9,172	1,023
Operating Income	5,493	2,213	3,280
Depreciation	4,573	4,746	173
Non Oper. (Inc)/Exp	(1,971)	81	2,052
Net Operating Income	2,891	(2,614)	5,505

Consolidated operating revenues for the first eight months of FY22 total \$13.6 million are favorable to budget by \$2.2 million (19.8%). Revenue line items trending higher than budget include golf course public play, facility rental and wharfage and dockage fees. Revenue underruns include airport fuel flowage fees, airport parking fees, registration fees and fuel sales at the Harbors.

Consolidated operating expenses over the eight month period total \$8.1 million are also trending favorably by just over \$1 million (11.2%). Expense underruns include wages (partly due to open positions and fewer seasonal hours), facilities and equipment maintenance expenses, water, legal fees, marketing expenses and fuel purchases. Line items currently trending over budget include retirement expense, snow removal, golf course turf maintenance, business insurance, technology expenses and audit fees. You will note that Non-Operating Income/Expenses are significantly favorable and include the accrual of the \$1.9 million American Rescue Plan Act (ARPA) grant which was received in March. Interest expense is also included in this line item and is trending favorably since we have not drawn on our line of credit during the fiscal year.

Year-to-date consolidated Net Operating Income is \$2.9 million, which is favorable to budget by \$5.5 million. The ARPA grant, combined with the November sale of 30 NH Ave, are main contributors to favorable Net Operating Income.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) incl Security			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,509	1,455	54
Operating Expenses	1,964	2,132	168
Operating Income	(455)	(677)	222
Depreciation	3,023	3,096	73
Non Oper. (Inc)/Exp	(1,964)	0	1,964
Net Operating Income (Loss)	(1,514)	(3,773)	2,259

Portsmouth Airport operating revenues are favorable budget by \$54,000 year-to-date. Revenue earned in February from two six-month option agreements make up the majority of the favorable results, but are offset by lower fuel flowage and parking fee revenue. Operating expense are favorable by \$168,000 (7.9%) mainly attributable to underruns in equipment maintenance costs, wages (due to open positions) and marketing. Year-to-date cost overruns include liability insurance, de-icing chemicals, technology expenses, and event expenses related to the September airshow. Also reflected in this cost center is non-operating income of \$1.9 million related to the accrual of the ARPA grant.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	151	147	4
Operating Expenses	161	170	9
Operating Income	(10)	(23)	13
Depreciation	313	361	48
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	(323)	(384)	61

Year-to-date operating results for Skyhaven show revenue trending over budget by \$4,000 from higher hangar and aviation fees, but offset by lower fuel sales. Expenses are running under budget by \$9,000 mainly due to fewer part-time labor hours.

Tradeport

Tradeport			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	8,130	6,179	1,951
Operating Expenses	279	385	106
Operating Income	7,851	5,794	2,057
Depreciation	490	510	20
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	7,361	5,284	2,077

Tradeport revenue continues to trend favorably (\$1.9 million favorable) as this cost center's revenue includes the sale of 30 New Hampshire Ave. In addition, facility rentals are also trending higher than budget. Operating expenses are under budget by \$106,000 on a year-to-date basis with the majority of cost underruns in outside contractor and environmental services expense.

Golf Course

Pease Golf Course			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,042	1,791	251
Operating Expenses	1,350	1,526	176
Operating Income	692	265	427
Depreciation	238	243	5
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	454	22	432

Golf Course operating revenues on a year-to-date basis are \$251,000 (14%) favorable to budget. Positive results include fees for public play and merchandise sales. Operating expenses are also trending favorably by \$176,000 year-to-date. Favorable variances include utilities and general and administrative expenses. Cost overruns mainly consist of turf maintenance, technology expenses and cost of goods sold for merchandise.

Division of Ports and Harbors (DPH) -Unrestricted

Division of Ports and Harbors (Unrestricted)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,712	1,699	13
Operating Expenses	1,412	1,522	110
Operating Income	300	177	123
Depreciation	408	423	15
Non Oper. (Inc)/Exp	(2)	(4)	0
Net Operating Income (Loss)	(106)	(242)	136

Year-to-date results for the DPH show operating revenues trending slightly favorable (\$13,000). Favorable revenue line items include facility rentals and wharfage/dockage fees but are offset by lower registration fees and fuel sales. Operating expense results are also favorable, with expenses trending under budget by \$110,000 mainly driven by lower fuel purchases (due to lower fuel sales).

Balance Sheet/Statement of Net Position

(\$ 000's)	As of 2/28/2022	As of 6/30/2021
Assets		
Current Assets	11,954	8,884
Restricted Assets	1,524	7,604
Capital Assets	94,199	96,350
Total Assets	107,677	112,838
Liabilities		
Current Liabilities	4,727	14,237
Non-Current Liabilities	14,555	14,558
Total Liabilities	19,282	28,795
Net Position		
Net Invest. in Cap Assets	92,305	92,492
Restricted	1,224	(4,791)
Unrestricted	(3,840)	(2,365)
Total Net Position	89,689	85,336

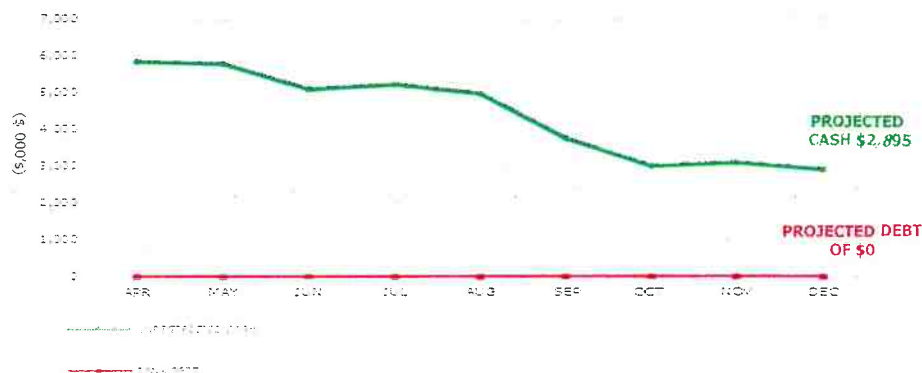
Current assets of \$11.9 million and are comprised of \$7.7 million in unrestricted cash, \$3.5 million in receivables (which includes the \$1.9 million ARPA grant) and \$0.7 million in inventory and other. Restricted assets total \$1.5 million and consist primarily of the Revolving Loan Fund which has total assets of \$1.2 million. There were 18 loans outstanding as of February 28th, and we anticipate there could be up to five new loans in the coming months.

Year-to-date capital expenditures total \$2.4 million. Significant expenditures include PSM Terminal Expansion, Lowery Lane paving, Corporate Drive drainage improvements, construction at the Portsmouth Fish Pier, as well as various equipment purchases for both the PDA and the DPH. Current liabilities total \$4.7 million and are comprised of \$2.0 million in accounts payable and accrued expenses, \$1.9 million in construction project retainage and \$0.8 million in unearned revenue and other.

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

Nine-month cash inflow projections (excluding DPH) are estimated at \$15.3 million and continue to be mainly provided by operating revenues, but also include \$2.9 million in grant funds for capital projects. Projected cash outflows are estimated at \$20.4 million, with \$11.4 million in operating expenses and municipal service fee payments and \$8.9 million in grant and non-grant funded capital expenditures. The chart below reflects the impact on operating cash based on current nine-month cash flow assumptions, and as you can see we do not anticipate the need to draw on our line of credit.

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



PEASE DEVELOPMENT AUTHORITY
FY2022 FINANCIAL REPORT
FOR THE EIGHT MONTH PERIOD
ENDING FEBRUARY 28, 2022



BOARD OF DIRECTORS MEETING
APRIL 21, 2022



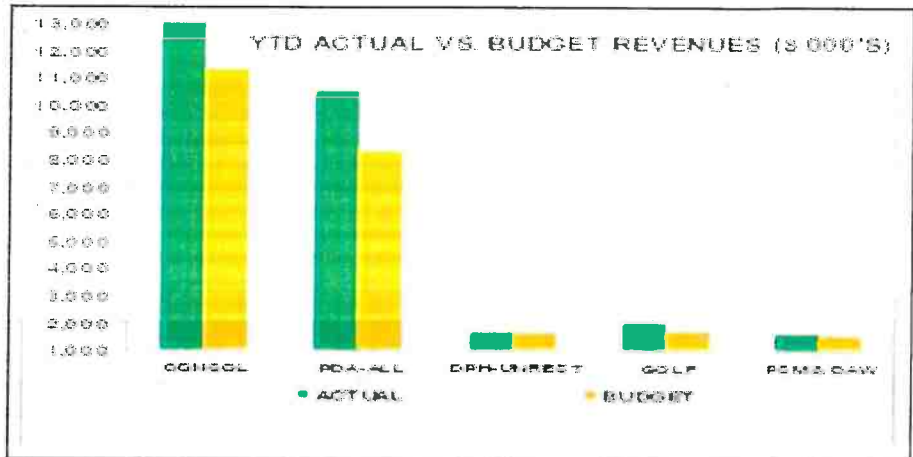
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures – Eight Months Ended February 28, 2022

Trends:

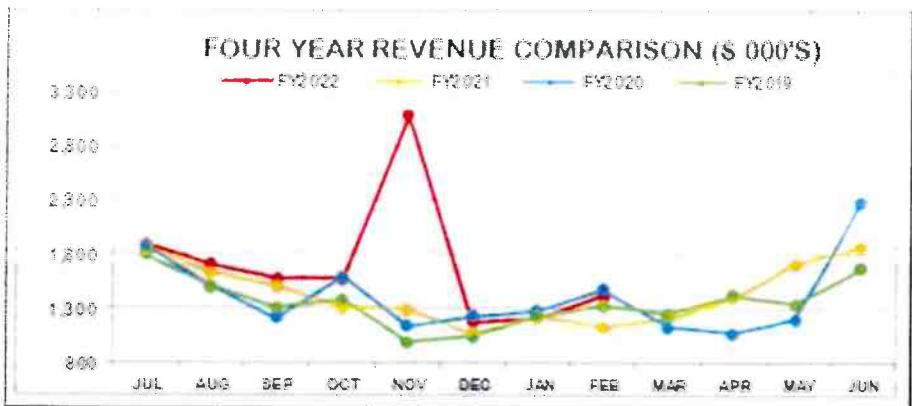
YTD revenue higher by 19.8%:

- Golf & Merchandise Revenues, Facility Rental, Wharfage/Dockage
- Sale of 30 NH Ave for \$1.75M
- Offset by lower Parking, Fuel sales, Registration fees, Fuel flowage



Trends:

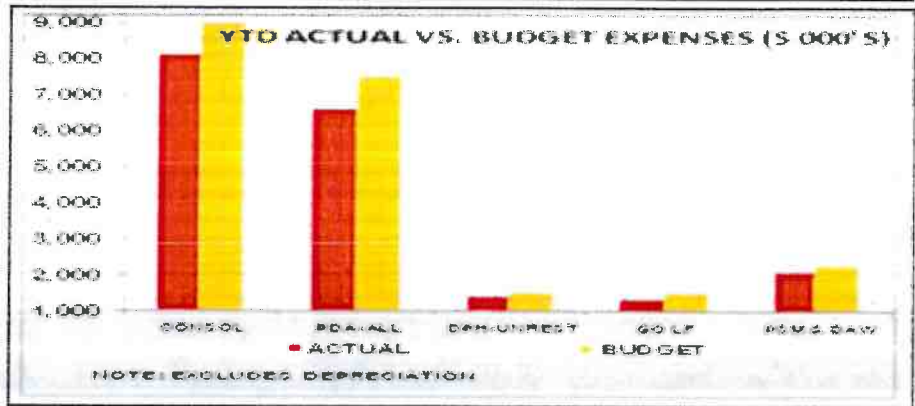
- **November 2021** includes sale of 30 NH Ave
- **July revenues** include annual rent payment-Great Bay Comm. College
- **June revenues** include increase in Golf fee revenue.



Trends:

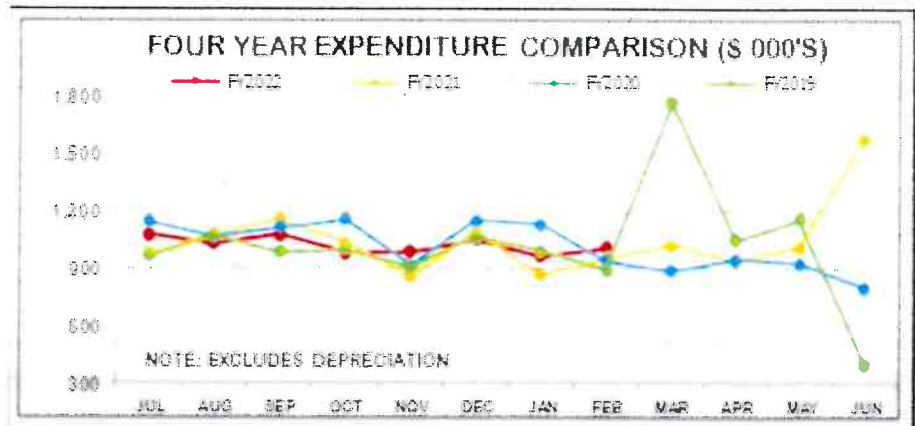
YTD Operating Expenses lower by 11.2%:

- Wages & Benefits, Building & Facilities, Utilities, Professional Fees, Marketing & Fuel trending lower than budget
- Offset by cost overruns in Insurance, Retirement expense, Snow Removal, Audit Fees, Technology expenses



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 Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
FACILITIES	\$896,813	\$872,154	\$24,658	2.8%	\$7,149,723	\$6,957,732	\$191,992	2.8%
CARGO AND HANGARS	13,689	13,659	30	0.2%	110,758	107,370	3,388	3.2%
	<u>910,502</u>	<u>885,813</u>	<u>24,689</u>	<u>2.8%</u>	<u>7,260,481</u>	<u>7,065,102</u>	<u>195,380</u>	<u>2.8%</u>
CONCESSION REVENUE	19,895	28,941	(9,046)	(31.3%)	296,339	337,878	(41,539)	(12.3%)
FEE REVENUE								
AVIATION FEES	114,564	90,667	23,897	26.4%	115,584	95,333	20,250	21.2%
FUEL FLOWAGE	50,929	42,516	8,413	19.8%	379,216	394,867	(15,650)	(4.0%)
PSM TSALEO REVENUE	3,180	1,667	1,513	90.8%	16,380	13,333	3,047	22.8%
PSM SECURITY REVENUE	2,185	1,167	1,018	87.3%	19,655	9,333	10,322	110.6%
GOLF FEES	3,102	-	3,102	-	1,242,380	925,000	317,380	34.3%
GOLF SIMULATORS	27,355	31,748	(4,393)	(13.8%)	59,598	109,340	(49,742)	(45.5%)
GOLF MEMBERSHIPS	-	-	-	-	253,212	253,210	2	0.0%
GOLF LESSONS	229	2,158	(1,929)	(89.4%)	21,631	17,500	4,131	23.6%
MOORING FEES	44,886	36,333	8,553	23.5%	311,521	290,667	20,854	7.2%
PARKING	51,300	88,346	(37,046)	(41.9%)	333,375	407,948	(74,573)	(18.3%)
PIER USAGE FEES	9,772	8,417	1,355	16.1%	56,392	67,333	(10,942)	(16.3%)
REGISTRATIONS	45,256	18,667	26,589	142.4%	97,886	149,333	(51,447)	(34.5%)
TERMINAL FEES	-	-	-	-	-	-	-	-
WHARFAGE AND DOCKAGE	6,323	46,975	(40,651)	(86.5%)	469,402	375,797	93,605	24.9%
	<u>359,081</u>	<u>368,661</u>	<u>(9,577)</u>	<u>(2.6%)</u>	<u>3,376,232</u>	<u>3,108,994</u>	<u>267,235</u>	<u>8.6%</u>
FUEL SALES	18,102	21,180	(3,078)	(14.5%)	386,889	492,400	(105,511)	(21.4%)
INTEREST INCOME								
LOAN INTEREST	2,241	2,750	(509)	(18.5%)	20,732	22,000	(1,268)	(5.8%)
OTHER REVENUES								
MERCHANDISE	13,514	23,417	(9,903)	(42.3%)	206,769	187,333	19,436	10.4%
ALL OTHER	94,043	19,053	74,990	393.6%	2,094,511	171,710	1,922,802	1119.8%
	<u>107,557</u>	<u>42,470</u>	<u>(65,088)</u>	<u>(153.3%)</u>	<u>2,301,280</u>	<u>359,043</u>	<u>1,942,238</u>	<u>540.9%</u>
TOTAL OPERATING REVENUE	1,417,378	1,349,815	67,566	5.0%	13,641,953	11,385,417	2,256,534	19.8%
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	305,946	310,953	5,007	1.6%	2,676,682	2,722,844	46,162	1.7%
BENEFITED OVERTIME	30,099	19,219	(10,879)	(56.6%)	163,498	194,770	31,272	16.1%
NON-BENEFITED REGULAR	53,768	61,806	8,038	13.0%	478,749	555,732	76,983	13.9%
NON-BENEFITED OVERTIME	5,679	3,011	(2,668)	(88.6%)	25,476	20,813	(4,663)	(22.4%)
ACCRUED VACATION BENEFITS	8,000	-	(8,000)	-	(43,422)	-	43,422	-
ACCRUED SICK TIME BENEFITS	796	-	(796)	-	(2,404)	-	2,404	-
WAGE TRANSFERS OUT	-	-	-	-	(3,558)	-	3,558	-
	<u>404,288</u>	<u>394,989</u>	<u>(9,298)</u>	<u>(2.4%)</u>	<u>3,295,021</u>	<u>3,494,159</u>	<u>199,138</u>	<u>5.7%</u>
FRINGE BENEFITS								
DENTAL INSURANCE	5,365	5,942	577	9.7%	44,131	47,516	3,385	7.1%
HEALTH INSURANCE	101,817	110,939	9,122	8.2%	834,910	886,778	51,869	5.8%
LIFE INSURANCE	2,707	2,465	(242)	(9.8%)	18,541	19,724	1,182	6.0%
NEW HAMPSHIRE RETIREMENT	49,930	42,994	(6,936)	(16.1%)	418,025	344,466	(73,559)	(21.4%)
POST RETIREMENT BENEFITS	9,287	10,414	1,127	10.8%	78,459	83,312	4,853	5.8%
OPEB EXPENSE	-	-	-	-	-	-	-	-
BENEFIT TRANSFERS OUT	-	-	-	-	-	-	-	-
	<u>169,106</u>	<u>172,754</u>	<u>3,647</u>	<u>2.1%</u>	<u>1,394,066</u>	<u>1,381,796</u>	<u>(12,270)</u>	<u>(0.9%)</u>
TOTAL WAGES & FRINGES	573,394	567,743	(5,651)	(1.0%)	4,689,087	4,875,955	186,868	3.8%
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE	87	6,900	6,813	98.7%	6,693	55,200	48,507	87.9%
COVID-19	924	2,671	1,747	65.4%	1,548	21,365	19,817	92.8%
CHEMICALS	420	7,810	7,390	94.6%	75,929	62,478	(13,450)	(21.5%)
ENVIRONMENTAL TESTING	5,989	7,992	2,003	25.1%	30,210	63,933	33,724	52.7%
EQUIPMENT MAINTENANCE	74,479	28,063	(46,416)	(165.4%)	217,775	239,130	21,354	8.9%
FACILITIES MAINTENANCE	57,282	65,832	8,550	13.0%	468,898	526,658	57,760	11.0%
LANDSCAPING	-	2,293	2,293	100.0%	24,378	18,347	(6,031)	(32.9%)
NAVIGATION MAINTENANCE	152	12,833	12,681	98.8%	57,720	102,667	44,947	43.8%
OTHER EXPENSES	-	2,500	2,500	100.0%	-	20,000	20,000	100.0%
SECURITY	3,270	17,308	14,038	81.1%	88,205	136,529	48,324	35.4%
SNOW REMOVAL	45,140	14,750	(30,390)	(206.0%)	149,308	118,000	(31,308)	(26.5%)
EXPENSE TRANSFERS	-	-	-	-	-	-	-	-
WAGE TRANSFERS IN	-	-	-	-	-	-	-	-
BENEFIT TRANSFERS IN	-	-	-	-	-	-	-	-
	<u>187,743</u>	<u>168,952</u>	<u>(18,791)</u>	<u>(11.1%)</u>	<u>1,120,664</u>	<u>1,364,307</u>	<u>243,643</u>	<u>17.9%</u>

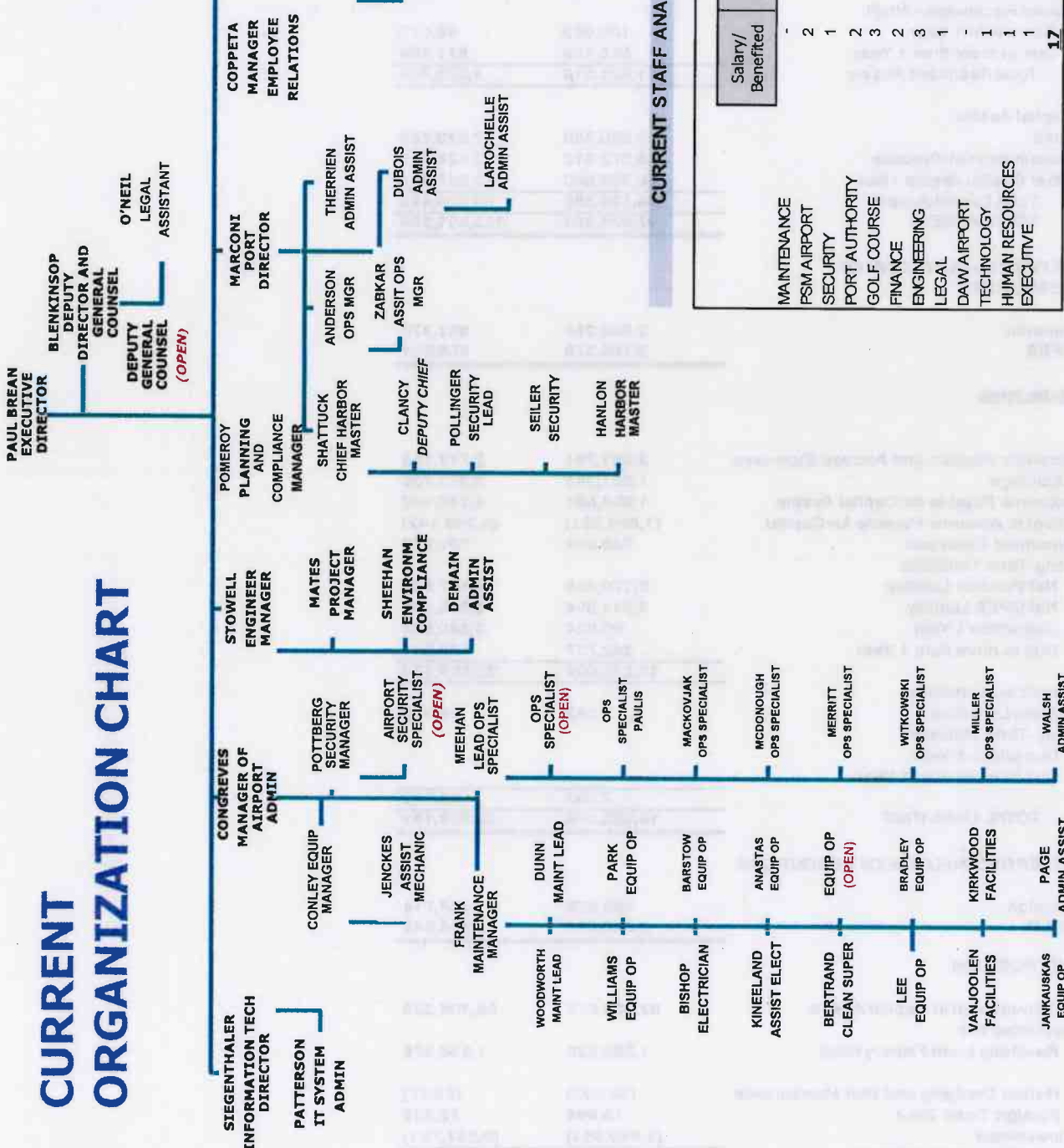
PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb 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		178	178	100.0%	1,315	1,427	112	7.8%
EMPLOYER FICA	29,703	30,845	1,141	3.7%	249,394	267,100	17,706	6.6%
UNEMPLOYMENT INSURANCE		593	593	100.0%		4,747	4,747	100.0%
WORKERS COMPENSATION	(1,017)	5,770	6,787	117.6%	44,883	56,643	11,760	20.8%
BAD DEBT EXPENSE		83	83	100.0%		667	667	100.0%
BANK FEES	2,468	7,472	5,004	67.0%	54,461	59,775	5,314	8.9%
COMPUTER EXPENSES	1,827	8,633	6,807	78.8%	48,859	69,067	20,207	29.3%
DISCOUNTS AND LATE FEES	(194)		194	-	(1,274)		1,274	-
EQUIPMENT UNDER \$5,000	2,761	6,117	3,355	54.9%	35,328	50,708	15,380	30.3%
FEES AND LICENSES	685	4,732	4,047	85.5%	53,549	37,859	(15,690)	(41.4%)
INSURANCE	30,808	27,679	(3,130)	(11.3%)	219,619	199,647	(19,972)	(10.0%)
OFFICE EQUIPMENT	3,711	1,707	(2,004)	(117.4%)	13,519	13,656	138	1.0%
PROFESSIONAL DEVELOPMENT	1,168	5,025	3,857	76.7%	22,171	40,200	18,029	44.8%
SUPPLIES	5,021	6,586	1,565	23.8%	64,141	52,687	(11,454)	(21.7%)
TELEPHONES AND COMMUNICATIONS	15,882	11,782	(4,100)	(34.8%)	96,032	94,505	(1,527)	(1.6%)
TRAVEL AND MILEAGE	1,781	2,619	838	32.0%	18,807	20,950	2,143	10.2%
OTHER EXPENSES	5,826	5,242	(584)	(11.1%)	34,059	41,936	7,877	18.8%
	<u>100,430</u>	<u>125,063</u>	<u>24,632</u>	<u>19.7%</u>	<u>954,863</u>	<u>1,011,574</u>	<u>56,711</u>	<u>5.6%</u>
UTILITIES								
ELECTRICITY	47,303	43,691	(3,612)	(8.3%)	362,559	349,534	(13,025)	(3.7%)
ELECTRICITY TRANSFERS				-				-
HEATING OIL	619	479	(140)	(29.2%)	2,058	2,435	377	15.5%
NATURAL GAS	18,140	5,416	(12,724)	(234.9%)	44,970	43,334	(1,636)	(3.8%)
NATURAL GAS TRANSFERS				-				-
PROPANE	8,348	5,003	(3,345)	(66.9%)	35,496	31,116	(4,380)	(14.1%)
WASTE REMOVAL	4,431	7,300	2,869	39.3%	59,108	58,400	(709)	(1.2%)
WASTE REMOVAL TRANSFERS				-				-
WATER	2,903	8,035	5,132	63.9%	23,074	96,150	73,076	76.0%
WATER TRANSFERS				-				-
	<u>81,744</u>	<u>69,924</u>	<u>(11,821)</u>	<u>(16.9%)</u>	<u>527,265</u>	<u>580,969</u>	<u>53,703</u>	<u>9.2%</u>
PROFESSIONAL SERVICES								
AUDIT		5,275	5,275	100.0%	63,259	42,200	(21,059)	(49.9%)
INFORMATION TECHNOLOGY	14,357	4,956	(9,401)	(189.7%)	118,440	61,332	(57,108)	(93.1%)
LEGAL		10,625	10,625	100.0%	15,365	85,000	69,635	81.9%
LEGAL PERMIT IMPLEMENT		14,583	14,583	100.0%	8,221	116,667	108,446	93.0%
ADMINISTRATIVE SERVICES	2,058	4,750	2,692	56.7%	29,933	38,000	8,067	21.2%
	<u>16,415</u>	<u>40,189</u>	<u>23,774</u>	<u>59.2%</u>	<u>235,218</u>	<u>343,199</u>	<u>107,981</u>	<u>31.5%</u>
MARKETING AND PROMOTION								
ADVERTISING	2,230	5,810	3,580	61.6%	15,651	40,671	25,019	61.5%
OTHER MARKETING	4,834	31,208	26,374	84.5%	47,475	249,667	202,192	81.0%
FLIGHT INCENTIVES				-				-
	<u>7,064</u>	<u>37,018</u>	<u>29,955</u>	<u>80.9%</u>	<u>63,126</u>	<u>290,338</u>	<u>227,211</u>	<u>78.3%</u>
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,000	10,000		-	80,000	80,000		-
FUEL	13,127	17,254	4,127	23.9%	287,584	398,311	110,727	27.8%
GOLF CART LEASE		10,833	10,833	100.0%	41,433	86,667	45,233	52.2%
MERCHANDISE	13,627	17,563	3,936	22.4%	149,571	140,500	(9,071)	(6.5%)
	<u>36,754</u>	<u>55,650</u>	<u>18,896</u>	<u>34.0%</u>	<u>558,588</u>	<u>705,478</u>	<u>146,889</u>	<u>20.8%</u>
TOTAL OPERATING EXPENSES	<u>1,003,544</u>	<u>1,064,539</u>	<u>60,994</u>	<u>5.7%</u>	<u>8,148,811</u>	<u>9,171,820</u>	<u>1,023,008</u>	<u>11.2%</u>
OPERATING INCOME	<u>413,834</u>	<u>285,276</u>	<u>128,559</u>	<u>45.1%</u>	<u>5,493,142</u>	<u>2,213,597</u>	<u>3,279,543</u>	<u>148.2%</u>
DEPRECIATION	523,002	593,099	70,097	11.8%	4,573,088	4,746,238	173,150	3.6%
AMORTIZATION				-				-
NON-OPERATING (INCOME) EXPENSES								
INTEREST EXPENSE		11,250	11,250	100.0%		90,000	90,000	100.0%
INTEREST INCOME	(918)	(1,061)	(143)	13.5%	(7,022)	(8,490)	(1,468)	17.3%
NON-OPERATING GRANT FUNDING	(1,964,072)		1,964,072	-	(1,964,072)		1,964,072	-
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING				-				-
	<u>(1,964,990)</u>	<u>10,189</u>	<u>1,975,179</u>	<u>19385.9%</u>	<u>(1,971,094)</u>	<u>81,510</u>	<u>2,052,604</u>	<u>2518.2%</u>
NET OPERATING INCOME	<u>1,855,822</u>	<u>(318,012)</u>	<u>2,173,835</u>	<u>(683.6%)</u>	<u>2,891,148</u>	<u>(2,614,151)</u>	<u>5,505,299</u>	<u>(210.6%)</u>

CURRENT ORGANIZATION CHART

TOTAL BENEFITED POSITIONS

	FILLED	OPEN
PDA	50	4
DPH	11	0
TOTAL	61	4



CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Salary/ Benefited	Hourly/ Benefited	Hourly/ Non-Benefited	Seasonal	TOTAL
MAINTENANCE	-	18	5	4	27
PSM AIRPORT SECURITY	2	8	8	-	18
PORT AUTHORITY GOLF COURSE	1	-	7	-	8
FINANCE	2	9	11	-	22
ENGINEERING	3	4	2	-	9
LEGAL	2	2	-	-	4
DAW AIRPORT TECHNOLOGY	3	1	-	-	4
HUMAN RESOURCES EXECUTIVE	1	1	-	-	2
	1	-	-	-	1
	1	-	-	-	1
	17	44	36	4	101

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Eight Months Ending February 28, 2022

	2022	2021
	Ending	Ending
ASSETS		
Cash and Investments	\$7,732,271	\$3,799,153
Accounts Receivable - Net	3,495,334	4,235,094
Inventories	351,077	252,404
Prepays	375,795	294,184
	<u>11,954,477</u>	<u>8,580,836</u>
Restricted Assets		
Cash and Investments	543,771	594,963
Current Receivables	7,636	8,357
Loans Receivable - NHFL		
Due within 1 Year	105,953	89,077
Due in more than 1 Year	866,159	871,359
Total Restricted Assets	<u>1,523,519</u>	<u>1,563,756</u>
Capital Assets		
Land	7,520,786	7,520,786
Construction-in-Process	6,372,812	2,628,015
Other Capital Assets - Net	80,305,660	82,907,644
Total Capital Assets	<u>94,199,258</u>	<u>93,056,445</u>
TOTAL ASSETS	<u>107,677,254</u>	<u>103,201,036</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	2,061,781	2,772,158
Retainage	1,861,296	3,276,756
Accounts Payable for Capital Assets	1,894,581	4,248,142
Offset to Accounts Payable for Capital	(1,894,581)	(4,248,142)
Unearned Revenues	705,844	700,879
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	3,590,924
Due in more than 1 Year	342,727	440,550
	<u>19,275,002</u>	<u>20,609,179</u>
Restricted Liabilities		
Current Liabilities	7,392	59,972
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
	<u>7,392</u>	<u>59,972</u>
TOTAL LIABILITIES	<u>19,282,394</u>	<u>20,669,151</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	92,304,677	85,308,303
Restricted For:		
Revolving Loan Fishery Fund	1,250,229	1,236,378
Harbor Dredging and Pier Maintenance	(39,907)	(6,527)
Foreign Trade Zone	13,994	12,229
Unrestricted	(3,840,364)	(6,857,781)
TOTAL NET POSITION	<u>89,688,629</u>	<u>79,692,601</u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$92,036	\$90,938	\$1,098	1.2%	\$541,723	\$534,726	\$6,997	1.3%
CARGO AND HANGARS	\$2,475	\$2,404	\$71	3.0%	\$19,641	\$19,232	\$409	2.1%
CONCESSION REVENUE	\$592	\$2,236	(\$1,644)	(73.5%)	\$49,445	\$55,844	(\$6,399)	(11.5%)
FEE REVENUE	\$210,011	\$218,541	(\$8,530)	(3.9%)	\$738,822	\$798,368	(\$59,546)	(7.5%)
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$94,107	\$6,306	\$87,801	1392.3%	\$159,669	\$46,886	\$112,783	240.5%
TOTAL OPERATING REVENUES	399,221	320,425	78,796	24.6%	1,509,300	1,455,056	54,244	3.7%
EXPENSES								
WAGES AND FRINGE BENEFITS	100,765	113,093	12,328	10.9%	789,798	861,825	72,027	8.4%
BUILDING AND FACILITIES	126,153	81,939	(44,214)	(54.0%)	587,997	668,555	80,558	12.0%
GENERAL AND ADMINISTRATIVE	27,476	30,686	3,210	10.5%	272,831	240,070	(32,761)	(13.6%)
UTILITIES	41,442	31,815	(9,627)	(30.3%)	254,896	255,783	887	0.3%
PROFESSIONAL SERVICES	6,191	1,458	(4,733)	(324.6%)	31,124	11,667	(19,457)	(166.8%)
MARKETING AND PROMOTION	2,633	11,708	9,075	77.5%	27,345	93,667	66,322	70.8%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	304,660	270,699	(33,961)	(12.5%)	1,963,991	2,131,567	167,576	7.9%
OPERATING INCOME	94,561	49,726	44,835	(90.2%)	(454,691)	(676,511)	221,820	32.8%
NON-OPERATING (INCOME) EXPENSE	(1,964,072)	0	1,964,072	-	(1,964,072)	0	1,964,072	-
DEPRECIATION	349,093	387,000	37,907	9.8%	3,022,756	3,096,000	73,244	2.4%
NET OPERATING INCOME	1,709,540	(337,274)	(2,046,814)	606.9%	(1,513,375)	(3,772,511)	(2,259,136)	59.9%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb 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	11,214	11,255	(41)	(0.4%)	91,117	88,138	2,979	3.4%
CONCESSION REVENUE	543		543	-	1,916		1,916	-
FEE REVENUE	6,500	667	5,833	875.0%	7,520	5,333	2,187	41.0%
FUEL SALES	3,983	3,185	798	25.0%	49,231	52,870	(3,640)	(6.9%)
INTEREST								
MERCHANDISE								
OTHER REVENUE	50	42	8	20.0%	1,050	333	717	215.0%
TOTAL OPERATING REVENUES	22,290	15,149	7,141	47.1%	150,834	146,674	4,159	2.8%
EXPENSES								
WAGES AND FRINGE BENEFITS	4,873	4,910	37	0.7%	27,534	39,570	12,035	30.4%
BUILDING AND FACILITIES	2,725	3,941	1,216	30.9%	32,030	31,618	(412)	(1.3%)
GENERAL AND ADMINISTRATIVE	4,013	4,027	14	0.3%	32,359	29,734	(2,624)	(8.8%)
UTILITIES	4,486	3,697	(789)	(21.3%)	21,713	22,176	463	2.1%
PROFESSIONAL SERVICES	45	501	456	91.0%	3,800	4,010	210	5.2%
MARKETING AND PROMOTION		83	83	100.0%	1,198	667	(531)	(79.7%)
OTHER OPERATING EXPENSES	2,896	2,548	(348)	(13.7%)	41,919	42,296	377	0.9%
TOTAL OPERATING EXPENSES	19,038	19,707	670	3.4%	160,553	170,071	9,517	5.6%
OPERATING INCOME	3,252	(4,558)	7,811	(171.4%)	(9,719)	(23,397)	13,676	(58.5%)
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	31,377	45,167	13,790	30.5%	313,454	361,333	47,879	13.3%
NET OPERATING INCOME	(28,125)	(49,725)	21,601	(43.4%)	(323,173)	(384,730)	61,555	(16.0%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$766,315	\$748,093	\$18,222	2.4%	\$6,275,920	\$6,142,120	\$133,801	2.2%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE		4,662	(4,662)	(100.0%)	1,854,168	37,295	1,816,873	4871.6%
TOTAL OPERATING REVENUES	766,315	752,755	13,560	1.8%	8,130,088	6,179,415	1,950,674	31.6%
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	10,335	22,327	11,992	53.7%	76,516	178,171	101,655	57.1%
GENERAL AND ADMINISTRATIVE	7,620	8,055	435	5.4%	56,945	58,145	1,200	2.1%
UTILITIES	14,953	8,492	(6,461)	(76.1%)	65,266	67,933	2,667	3.9%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION		138	138	100.0%		1,100	1,100	100.0%
OTHER OPERATING EXPENSES	10,000	10,000	-	-	80,000	80,000	-	-
TOTAL OPERATING EXPENSES	42,908	49,012	6,104	12.5%	278,727	385,349	106,621	27.7%
OPERATING INCOME	723,407	703,743	19,664	2.8%	7,851,361	5,794,066	2,057,295	35.5%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	56,485	63,750	7,265	11.4%	490,061	510,000	19,939	3.9%
NET OPERATING INCOME	666,922	639,993	26,929	4.2%	7,361,300	5,284,066	2,077,234	39.3%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb 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	18,668	26,455	(7,786)	(29.4%)	241,886	280,034	(38,149)	(13.6%)
FEE REVENUE	30,686	33,906	(3,219)	(9.5%)	1,576,820	1,305,050	271,770	20.8%
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE	13,514	23,417	(9,903)	(42.3%)	206,769	187,333	19,436	10.4%
OTHER REVENUE	1,700	2,333	(633)	(27.1%)	16,595	18,667	(2,072)	(11.1%)
TOTAL OPERATING REVENUES	64,568	86,111	(21,542)	(25.0%)	2,042,070	1,791,084	250,986	14.0%
EXPENSES								
WAGES AND FRINGE BENEFITS	67,564	65,865	(1,699)	(2.6%)	715,095	723,693	8,598	1.2%
BUILDING AND FACILITIES	16,178	24,218	8,041	33.2%	172,521	193,748	21,227	11.0%
GENERAL AND ADMINISTRATIVE	13,779	19,677	5,898	30.0%	126,262	159,458	33,196	20.8%
UTILITIES	9,070	16,673	7,603	45.6%	98,397	159,338	60,941	38.2%
PROFESSIONAL SERVICES	62	3,701	3,639	98.3%	29,388	29,610	222	0.7%
MARKETING AND PROMOTION	1,938	4,175	2,237	53.6%	17,736	33,400	15,664	46.9%
OTHER OPERATING EXPENSES	13,627	28,396	14,769	52.0%	191,005	227,167	36,162	15.9%
TOTAL OPERATING EXPENSES	122,218	162,705	40,488	24.9%	1,350,404	1,526,414	176,008	11.5%
OPERATING INCOME	(57,650)	(76,594)	18,947	(24.7%)	691,666	264,670	426,994	161.3%
NON-OPERATING (INCOME) EXPENSE	(1)	(9)	(8)	88.9%	(163)	(73)	90	(122.1%)
DEPRECIATION	27,486	30,333	2,847	9.4%	237,821	242,667	4,845	2.0%
NET OPERATING INCOME	(85,135)	(106,918)	21,786	(20.4%)	454,008	22,076	431,929	1956.3%

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	206,769	1,522,655	253,049	59,597	2,042,070
OPERATING EXPENSES* *Excluding Depreciation	180,506	1,020,132	109,215	40,551	1,350,404
OPERATING INCOME	26,263	502,523	143,834	19,046	691,666

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$38,462	\$33,124	\$5,338	16.1%	\$320,080	\$268,886	\$51,194	19.0%
CARGO AND HANGARS				-				-
CONCESSION REVENUE		250	(250)	(100.0%)	3,000	2,000	1,000	50.0%
FEE REVENUE	94,768	103,547	(8,779)	(8.5%)	956,273	904,244	52,029	5.8%
FUEL SALES	14,119	17,994	(3,876)	(21.5%)	337,658	439,530	(101,872)	(23.2%)
INTEREST				-	1,221		1,221	-
MERCHANDISE				-				-
OTHER REVENUE	2,601	7,751	(5,150)	(66.4%)	93,585	84,861	8,724	10.3%
TOTAL OPERATING REVENUES	149,950	162,666	(12,716)	(7.8%)	1,711,817	1,699,521	12,296	0.7%
EXPENSES								
WAGES AND FRINGE BENEFITS	101,502	95,228	(6,274)	(6.6%)	870,501	884,516	14,015	1.6%
BUILDING AND FACILITIES	18,023	12,955	(5,068)	(39.1%)	112,620	103,641	(8,979)	(8.7%)
GENERAL AND ADMINISTRATIVE	6,667	10,941	4,274	39.1%	80,772	87,526	6,753	7.7%
UTILITIES	11,794	9,188	(2,607)	(28.4%)	83,671	75,263	(8,408)	(11.2%)
PROFESSIONAL SERVICES	116	1,683	1,567	93.1%	17,092	13,467	(3,625)	(26.9%)
MARKETING AND PROMOTION	644	217	(428)	(197.3%)	1,391	1,733	343	19.8%
OTHER OPERATING EXPENSES	10,231	14,706	4,475	30.4%	245,665	356,015	110,350	31.0%
TOTAL OPERATING EXPENSES	148,977	144,918	(4,060)	(2.8%)	1,411,712	1,522,161	110,450	7.3%
OPERATING INCOME	973	17,748	(16,776)	(94.5%)	300,105	177,360	122,745	69.2%
NON-OPERATING (INCOME) EXPENSE	(186)	(492)	(305)	62.1%	(1,965)	(3,933)	(1,969)	50.1%
DEPRECIATION	46,967	52,917	5,950	11.2%	408,452	423,333	14,881	3.5%
NET OPERATING INCOME	(45,808)	(34,677)	(11,131)	32.1%	(106,382)	(242,040)	135,657	(56.0%)

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	194,900	210,576	106,702	793,381	405,037	1,221	1,711,817
OPERATING EXPENSES* *Excluding Depreciation	182,403	222,312	158,655	302,638	286,746	258,958	1,411,712
OPERATING INCOME	12,497	(11,736)	(51,953)	490,743	118,291	(257,737)	300,105

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	-	-	-	-	\$12,000	\$12,000	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	-	-	-	-
FEE REVENUE	-	-	-	-	-	-	-	-
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-	-
TOTAL OPERATING REVENUES	-	-	-	-	12,000	12,000	-	-
EXPENSES								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE UTILITIES	-	83	83	100.0%	1,250	667	(583)	(87.5%)
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	1,586	1,531	(55)	(3.6%)	4,663	6,437	1,774	27.6%
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	1,586	1,614	29	1.8%	5,913	7,104	1,191	16.8%
OPERATING INCOME	(1,586)	(1,614)	29	(1.8%)	6,087	4,896	1,191	24.3%
NON-OPERATING (INCOME) EXPENSE	0	-	0	-	(3)	3	-	-
DEPRECIATION	-	-	-	-	-	-	-	-
NET OPERATING INCOME	(1,586)	(1,614)	29	(1.8%)	6,090	4,896	1,194	24.4%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb 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	11,752	9,167	2,585	28.2%	60,762	73,333	(12,572)	(17.1%)
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	950	750	200	26.7%	4,655	6,000	(1,345)	(22.4%)
TOTAL OPERATING REVENUES	12,702	9,917	2,785	28.1%	65,417	79,333	(13,917)	(17.5%)
EXPENSES								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	9,000	13,750	4,750	34.5%	98,101	110,000	11,899	10.8%
GENERAL AND ADMINISTRATIVE UTILITIES	-	167	167	100.0%	11,011	1,333	(9,678)	(725.8%)
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	9,000	13,917	4,917	35.3%	109,112	111,333	2,222	2.0%
OPERATING INCOME	3,702	(4,000)	7,702	(192.6%)	(43,695)	(32,000)	(11,695)	36.5%
NON-OPERATING (INCOME) EXPENSE	(25)	(67)	(42)	62.4%	(284)	(533)	(249)	46.7%
DEPRECIATION	5,493	6,250	757	12.1%	47,166	50,000	2,834	5.7%
NET OPERATING INCOME	(1,766)	(10,183)	8,417	(82.7%)	(90,577)	(81,467)	(9,111)	11.2%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Eight Months Ending February 28, 2022

	Actual Feb FY 2022	Budget Feb 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	2,241	2,750	(509)	(18.5%)	19,511	22,000	(2,489)	(11.3%)
MERCHANDISE				-				-
OTHER REVENUE		42	(42)	(100.0%)	824	333	491	147.2%
TOTAL OPERATING REVENUES	2,241	2,792	(551)	(19.7%)	20,335	22,333	(1,998)	(8.9%)
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE UTILITIES		50	50	100.0%	168	400	232	58.0%
PROFESSIONAL SERVICES	683	2,083	1,401	67.2%	12,827	16,667	3,839	23.0%
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	683	2,133	1,451	68.0%	12,995	17,067	4,071	23.9%
OPERATING INCOME	1,558	659	900	136.7%	7,340	5,266	2,073	39.4%
NON-OPERATING (INCOME) EXPENSE DEPRECIATION	(30)	(77)	(47)	60.4%	(293)	(617)	(324)	52.5%
NET OPERATING INCOME	1,588	736	853	116.0%	7,633	5,883	1,750	29.7%

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 02-28-22	BALANCE AT 06-30-2021
CASH BALANCES		
GENERAL FUNDS	277	225
SEQUESTERED FUNDS	-	-
	<u>277</u>	<u>225</u>
LOANS OUTSTANDING (18)		
CURRENT	106	98
LONG TERM	866	921
	<u>972</u>	<u>1,019</u>
TOTAL CAPITAL BASE	<u>1,249</u>	<u>1,244</u>
CAPTIAL UTILIZATION RATE -% *	<u>77.8%</u>	<u>81.9%</u>

*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF FEBRUARY 28, 2022**

(\$000's)

<u>BUSINESS UNIT</u>	TOTAL PROJECT	GRANT AWARD	EXPENDED TO DATE	PDA SHARE	RECEIVED TO DATE	BALANCE DUE PDA	AMOUNT SUBMITTED
PORTSMOUTH AIRPORT	30,659	24,105	27,365	(1,332)	24,497	396	44
DIVISION OF PORTS AND HARBORS	13,253	0	5,622	10	5,579	6	6
	<u>43,912</u>	<u>24,105</u>	<u>32,987</u>	<u>(1,322)</u>	<u>30,076</u>	<u>402</u>	<u>50</u>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF FEBRUARY 28, 2022**

(\$000's)

<u>PROJECT NAME</u>	BALANCE AT 06-30-21	CURRENT YEAR EXPENDITURES	TRANSFER TO PLANT IN SERVICE	NET CURRENT YEAR CHANGE	BALANCE AT 02-28-22
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	278	693	(502)	191	469
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,548	(251)	(1,556)	(1,807)	(259)
TERMINAL BUILDING EXPANSION (AIP 66)	6	4	(7)	(3)	3
TERMINAL BUILDING EXPANSION (AIP 62)	24	30	(24)	6	30
ALPHA SOUTH HOLD BAY (AIP 67)	1	7	(3)	4	5
LOUGHLIN MEMORIAL PARK	8	19	(17)	2	10
SNOW REMOVAL EQUIPMENT (AIP69)	2	19	-	19	21
LOWERY LANE (AIP 70)	-	300	-	300	300
PSM ACCESS CONTROL BOARD	-	50	(40)	10	10
SNOW PLOW	-	6	(6)	-	-
GATE ACCESS CONTROL	-	44	-	44	44
CORPORATE DRIVE DRAINAGE	-	70	-	70	70
PSM MOBILE RADIO PURCHASE	-	46	(19)	27	27
	<u>1,867</u>	<u>1,037</u>	<u>(2,174)</u>	<u>(1,137)</u>	<u>730</u>
SKYHAVEN AIRPORT					
TERMINAL APRON DESIGN (SBG 15-07)	-	78	-	78	78
GOLF COURSE					
GOLF CARTS (2)	-	20	(20)	-	-
FOLDING CHAIRS	-	7	(7)	-	-
CONVECTION OVEN	-	10	(10)	-	-
	-	<u>37</u>	<u>(37)</u>	-	-
IT/ADMINISTRATION					
POWER EDGE SERVER	-	26	(26)	-	-
MAINTENANCE					
BOBCAT SKID STEER	-	80	(80)	-	-
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,304	-	-	-	1,304
PFP BULKHEAD REPAIR AND CONSTRUCTION	1,826	1,053	-	1,053	2,879
MAIN PIER (BUILD GRANT)	1,284	58	-	58	1,342
MARKET ST SITE LIGHTING IMPROVEMENTS	-	38	-	38	38
VIDEO RECORDER REPLACEMENT & CAMERA	-	15	(15)	-	-
	<u>4,414</u>	<u>1,164</u>	<u>(15)</u>	<u>1,149</u>	<u>5,563</u>
TOTAL	<u>6,281</u>	<u>2,422</u>	<u>(2,332)</u>	<u>90</u>	<u>6,371</u>

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

**BOARD OF DIRECTORS MEETING
APRIL 21, 2022**



**PEASE
INTERNATIONAL**
PEASE DEVELOPMENT AUTHORITY

STATE OF NEW HAMPSHIRE
OFFICE OF THE ATTORNEY GENERAL
100 WATER STREET, SUITE 1000
CONCORD, NEW HAMPSHIRE 03301
TEL: 603-271-3000 FAX: 603-271-3001
WWW.AG.NH.GOV

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

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

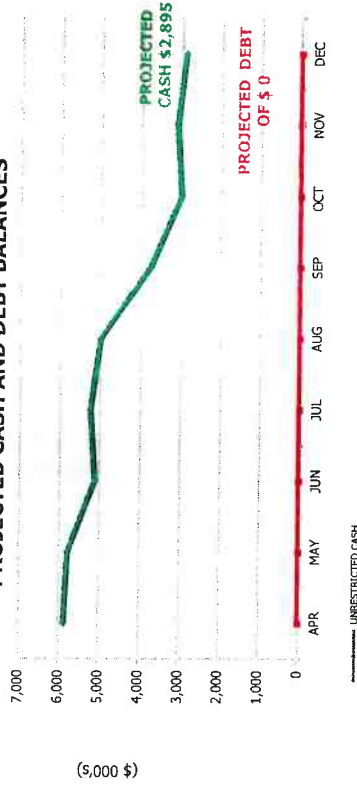
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>7,954</u>
<u>SOURCES OF FUNDS</u>	
GRANT AWARDS (SEE PAGE #9)	2,921
TRADEPORT TENANTS	7,373
MUNICIPAL SERVICE FEE (COP)	1,645
GOLF COURSE FEE AND CONCESSION REVENUES	2,035
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,236
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	136
	<u>15,346</u>
<u>USES OF FUNDS</u>	
OPERATING EXPENSES	8,578
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	6,198
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	2,761
MUNICIPAL SERVICE FEE (COP)- NET	2,800
STATE OF NH- POST RETIREMENT	68
	<u>20,405</u>
NET CASH FLOW	<u>(5,059)</u>
CLOSING FUND BALANCE	<u>2,895</u>

DISCUSSION

AT THIS TIME, THE PDA DOES NOT ANTICIPATE THE NEED TO UTILIZE IT'S CREDIT FACILITIES WITH THE PROVIDENT BANK TO FINANCE PROJECTED NON-GRANT RELATED CAPITAL EXPENDITURES AND OR WORKING CAPITAL REQUIREMENTS.

PROJECTED NON GRANT CAPITAL EXPENDITURES DURING THE FIRST TWO QUARTERS OF FY23 ARE A MAIN CONTRIBUTOR TO THE DECREASE IN CASH OVER THE NEXT NINE MONTHS.

PROJECTED CASH AND DEBT BALANCES



	<u>BALANCE AT</u>	<u>BALANCE AT</u>
TOTAL FUND BALANCES	<u>03-31-2022</u>	<u>06-30-2021</u>
UNRESTRICTED	7,954	2,469
DESIGNATED	14	14
TOTAL	<u>7,968</u>	<u>2,483</u>

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>7,954</u>	<u>5,853</u>	<u>5,771</u>	<u>5,093</u>	<u>5,210</u>	<u>4,978</u>	<u>3,750</u>	<u>2,985</u>	<u>3,095</u>	<u>7,954</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	78	30	501	1,232	30	-	-	-	1,050	2,921
TRADEPORT TENANTS	757	749	840	1,055	735	613	1,007	694	923	7,373
MUNICIPAL SERVICE FEE	135	135	350	135	135	350	135	135	135	1,645
GOLF COURSE	187	305	305	295	295	305	177	94	72	2,035
PORTSMOUTH AIRPORT- (PSM)	52	91	52	41	76	82	52	87	52	585
PSM PAY FOR PARKING	8	18	30	48	39	12	19	37	43	254
PSM FLOWAGE FEES	12	3	11	58	63	61	101	46	43	397
SKYHAVEN AIRPORT	15	15	16	15	16	17	13	14	15	136
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,244</u>	<u>1,346</u>	<u>2,105</u>	<u>2,878</u>	<u>1,389</u>	<u>1,440</u>	<u>1,504</u>	<u>1,107</u>	<u>2,333</u>	<u>15,346</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	1,495	61	65	40	40	30	1,030	-	-	2,761
CAPITAL- NONGRANT (SEE PAGES #5-#8)	959	463	1,610	318	648	1,710	295	95	100	6,198
OPERATING EXPENSES	891	904	1,040	1,003	933	928	944	902	1,033	8,578
MUNICIPAL SERVICE FEE	-	-	-	1,400	-	-	-	-	1,400	2,800
STATE OF NH- POST RETIREMENT	-	-	68	-	-	-	-	-	-	68
	<u>3,345</u>	<u>1,428</u>	<u>2,783</u>	<u>2,761</u>	<u>1,621</u>	<u>2,668</u>	<u>2,269</u>	<u>997</u>	<u>2,533</u>	<u>20,405</u>
NET CASH FLOW	<u>(2,101)</u>	<u>(82)</u>	<u>(678)</u>	<u>117</u>	<u>(233)</u>	<u>(1,228)</u>	<u>(765)</u>	<u>110</u>	<u>(201)</u>	<u>(5,059)</u>
CLOSING FUND BALANCE	<u>5,853</u>	<u>5,771</u>	<u>5,093</u>	<u>5,210</u>	<u>4,978</u>	<u>3,750</u>	<u>2,985</u>	<u>3,095</u>	<u>2,895</u>	<u>2,895</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GRANT REIMBURSEMENT PROJECTS										
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	100	-	-	-	-	-	-	-	-	100
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	110	-	-	-	-	-	-	-	-	110
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,165	25	25	-	-	-	-	-	-	1,215
TW A SOUTH HOLD BAY (AIP 67)	44	5	-	-	-	-	-	-	-	49
PEASE BOULEVARD-ARBORETUM AVE	-	-	30	30	30	30	30	-	-	150
LOWERY LANE PAVING	27	-	-	-	-	-	-	-	-	27
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	-	1,000	-	-	1,000
SNOW REMOVAL EQUIPMENT (AIP XX)	9	6	-	-	-	-	-	-	-	15
	<u>1,455</u>	<u>36</u>	<u>55</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>1,030</u>	-	-	<u>2,666</u>
SKYHAVEN AIRPORT										
TERMINAL APRON DESIGN (SBG 9)	40	25	10	10	10	-	-	-	-	95
TOTAL GRANT REIMBURSEMENT PROJECTS	<u>1,495</u>	<u>61</u>	<u>65</u>	<u>40</u>	<u>40</u>	<u>30</u>	<u>1,030</u>	-	-	<u>2,761</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000'S)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS</u>										
<u>TECHNOLOGY / ADMINISTRATION</u>										
COMPUTERS / PRINTERS / SOFTWARE / TELECOMMUNICATIONS **	-	-	-	-	-	5	-	-	-	5
MICROSOFT SOFTWARE UPGRADES **	-	-	-	-	-	40	-	-	-	40
PAYCHEX PAYROLL KISOSKS **	-	-	-	-	-	-	5	-	-	5
TECHNOLOGY ENHANCEMENTS **	10	-	-	-	-	10	-	-	-	20
WEBSITE UPGRADES**	-	-	-	-	-	-	30	-	-	30
ADMIN ELECTRIC VEHICLE**	-	-	26	-	-	-	-	-	-	26
	10	-	26	-	-	55	35	-	-	126
<u>GOLF COURSE</u>										
COURSE EQUIPMENT	80	-	-	-	-	-	-	45	-	125
PATIO UPGRADE**	40	-	-	-	-	-	-	-	-	40
SIMULATOR ROOM **	-	-	40	-	-	-	-	-	-	40
CLUBHOUSE KITCHEN EQUIPMENT	-	10	-	10	-	-	-	-	-	20
VIDEO SURVEILLANCE SYSTEM**	-	15	-	-	-	-	10	-	-	25
COURSE IMPROVEMENTS**	-	-	10	-	-	-	100	-	-	110
	120	25	50	10	-	-	110	45	-	360

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	800	20	20	-	-	-	-	-	-	840
TERMINAL CARPETING **	-	-	5	-	-	-	-	-	-	5
AIRFIELD SIGNAGE **	-	-	-	-	55	-	-	-	-	55
MOBILE RADIO UPGRADE **	-	-	-	-	-	-	50	-	-	50
FENCE CONSTRUCTION **	-	35	-	-	-	-	-	-	-	35
GENERATOR UPGRADE **	-	-	-	-	-	10	-	-	-	10
TICKETING AREA & OPERATIONS AREA UPGRADES**	-	-	50	50	50	50	50	-	-	250
TAXIWAY A REPAIRS **	-	-	250	-	-	-	-	-	-	250
TERMINAL ARRIVALS AREA**	10	150	150	150	150	-	-	-	-	610
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	750	-	-	-	750
	810	205	475	200	255	810	100	-	-	2,855

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS										
SECURITY										
PSM										
CCTV SECURITY GATES **	-	50	-	-	-	-	50	-	-	100
REPLACE BADGING WORKSTATIONS**	-	-	90	-	-	-	-	-	-	90
DOOR ACCESS CONTROL **	-	-	-	75	-	25	-	-	-	100
TRAINING VIDEO PRODUCTION	-	-	-	115	-	-	-	-	-	115
BADGE READER & MEDIA REPLACEMENT**	-	-	-	-	-	-	-	-	75	75
SECURITY SYSTEM UPGRADE **	-	-	-	-	170	100	-	-	-	270
	-	-	50	90	360	125	50	-	75	750
DAW										
DOOR ACCESS CONTROL **	-	25	-	-	-	-	-	-	-	25
SRE DOOR REPLACEMENT**	-	-	20	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	5	-	-	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG**	16	-	-	-	-	-	-	-	-	16
TOW BEHIND MOWER**	-	-	-	15	-	-	-	-	-	15
REROOF TERMINAL BUILDING **	-	15	-	-	-	-	-	-	-	15
	16	40	25	15	-	-	-	-	-	96

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED)</u>										
<u>TRADEPORT</u>										
STORMWATER UPGRADES	-	5	-	-	-	25	-	-	25	55
GRAFTON RD AND GOLF COURSE INTERIM**	-	-	-	-	-	-	-	25	-	25
GRAFTON RD AND AVIATION AVE**	-	-	-	-	-	-	-	25	-	25
CORPORATE DRIVE- DRAINAGE **	3	3	3	3	3	500	-	-	-	515
	3	8	3	3	3	525	-	50	25	620
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT	-	-	81	-	-	60	-	-	-	141
PAINT MACHINE **	-	15	-	-	-	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	50	-	-	-	50
MOWER REPLACEMENT **	-	20	-	-	-	-	-	-	-	20
HIGH LIFT **	-	-	-	-	30	-	-	-	-	30
JOHN DEERE TRACTOR REPLACEMENT **	-	-	-	-	-	-	-	-	-	-
CRACK SEALING MACHINE **	-	-	-	-	-	85	-	-	-	85
SWPPP WASH RACK*	-	150	-	-	-	-	-	-	-	150
SNOW/RUBBER REMOVAL EQUIP**	-	-	900	-	-	-	-	-	-	900
	-	185	981	-	30	195	-	-	-	1,391
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	959	463	1,610	318	648	1,710	295	95	100	6,198

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000'S)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M)	-	-	167	-	-	-	-	-	-	167
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M)	-	-	211	-	-	-	-	-	-	211
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	-	-	-	932	-	-	-	-	-	932
RUNWAY- AIR NATIONAL GUARD	-	-	-	300	-	-	-	-	-	300
TW A SOUTH HOLD BAY (AIP 67)	-	-	90	-	-	-	-	-	-	90
PEASE BOULEVARD- ARBORETUM AVE	-	-	-	-	-	-	-	-	150	150
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	-	-	-	900	900
LOWERY LANE PAVING (AIP 70)	-	-	-	-	30	-	-	-	-	30
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG-7)	78	30	33	-	-	-	-	-	-	141
TOTAL	78	30	501	1,232	30	-	-	-	1,050	2,921

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.

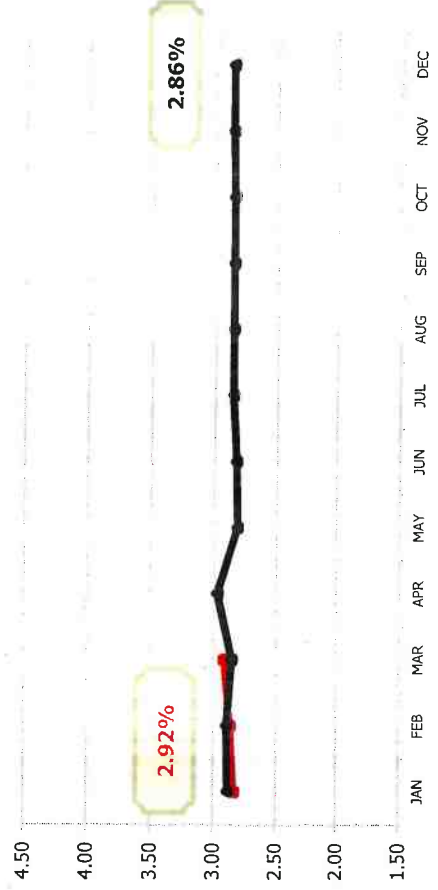
INTEREST RATE
ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS

MINIMUM SIZE OF DRAWDOWN
NO MINIMUM

OTHER
DOES NOT CARRY THE STATE GUARANTEE

OUTSTANDING DEBT ANALYSIS	BALANCE AT 03-31-2022	BALANCE AT 06-30-2021	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
WEIGHTED AVERAGE	=	=		2.88%

TRENDING THE ONE MONTH FHLB (CLASSIC) INTEREST RATE + MARK-UP 2022 VERSUS 2021



DIVISION OF PORTS AND HARBORS

CASH FLOW SUMMARY OVERVIEW (EXCLUDING RESTRICTED FUNDS)

APRIL 1, 2022 TO DECEMBER 31, 2022

(\$ 000's)

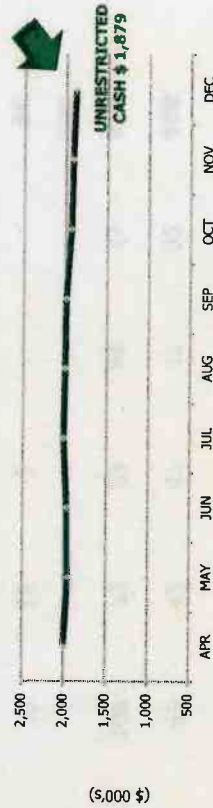
	<u>AMOUNT</u>
OPENING FUND BALANCE	<u>1,783</u>
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS AND CONCESSIONS	468
FUEL SALES	679
REGISTRATIONS / WHARFAGE	583
MOORING FEES	250
PARKING FEES	96
	<u>2,076</u>
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	947
FUEL PROCUREMENT	577
OPERATING EXPENSES	378
CAPITAL EXPENDITURES AND OTHER	50
STATE OF NH- POST RETIREMENT	28
	<u>1,980</u>
NET CASH FLOW	<u>96</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



	BALANCE AT 03/31/2022	BALANCE AT 06/30/21
TOTAL FUND BALANCES	1,783	1,888
UNRESTRICTED FUNDS	160	153
RESTRICTED FUNDS:		
HARBOR DREDGING	271	317
REVOLVING LOAN FUND	303	225
FOREIGN TRADE ZONE	11	8
	<u>585</u>	<u>550</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>1,783</u>	<u>2,000</u>	<u>1,950</u>	<u>1,965</u>	<u>2,008</u>	<u>1,995</u>	<u>1,987</u>	<u>1,925</u>	<u>1,911</u>	<u>1,783</u>
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS AND CONCESSIONS	69	49	83	60	43	42	47	43	32	468
FUEL SALES	43	60	89	110	108	73	83	64	51	679
MOORING FEES	200	50	-	-	-	-	-	-	-	250
PARKING FEES	1	4	14	30	29	16	2	-	-	96
REGISTRATIONS / WHARFAGE	76	22	95	65	65	65	65	65	65	583
	<u>389</u>	<u>185</u>	<u>281</u>	<u>265</u>	<u>245</u>	<u>196</u>	<u>197</u>	<u>172</u>	<u>148</u>	<u>2,076</u>
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	95	93	115	89	123	101	144	91	96	947
FUEL PROCUREMENT	36	51	75	94	91	62	70	54	44	577
UTILITIES	10	11	12	9	9	10	9	9	10	89
GENERAL AND ADMINISTRATIVE	14	14	15	14	16	14	18	14	14	133
BUILDINGS AND FACILITIES	16	16	16	14	16	16	16	16	16	142
PROFESSIONAL SERVICES	-	-	5	2	2	1	2	1	1	14
CAPITAL EXPENDITURES AND OTHER	-	50	-	-	-	-	-	-	-	50
STATE OF NH- POST RETIREMENT	-	-	28	-	-	-	-	-	-	28
	<u>171</u>	<u>235</u>	<u>266</u>	<u>222</u>	<u>257</u>	<u>204</u>	<u>259</u>	<u>185</u>	<u>181</u>	<u>1,980</u>
NET CASH FLOW	217	(50)	14	44	(13)	(8)	(63)	(13)	(32)	96
CLOSING FUND BALANCE	<u>2,000</u>	<u>1,950</u>	<u>1,965</u>	<u>2,008</u>	<u>1,995</u>	<u>1,987</u>	<u>1,925</u>	<u>1,911</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)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	271	229	189	199	155	165	173	133	103	271
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	-	50	-	2	-	2	-	40	-	94
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	-	-	-	4
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER- (CBOC)	50	-	-	50	-	-	50	-	-	150
	52	50	-	54	-	2	50	40	-	248
NET CASH FLOW	(42)	(40)	10	(44)	10	8	(40)	(30)	10	(158)
CLOSING FUND BALANCE	229	189	199	155	165	173	133	103	113	113

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	<u>303</u>	<u>174</u>	<u>70</u>	<u>77</u>	<u>39</u>	<u>53</u>	<u>65</u>	<u>80</u>	<u>95</u>	<u>303</u>
<u>SOURCES OF FUNDS</u>										
LOAN REPAYMENTS	10	10	10	11	12	12	13	13	13	104
INTEREST INCOME-LOANS	2	2	2	2	3	3	3	3	3	23
INTEREST INCOME- FUND BALANCE	-	-	-	-	-	-	-	-	-	-
	<u>12</u>	<u>12</u>	<u>12</u>	<u>13</u>	<u>15</u>	<u>15</u>	<u>16</u>	<u>16</u>	<u>16</u>	<u>127</u>
<u>USE OF FUNDS</u>										
NEW LOANS PROJECTED	135	115	-	50	-	-	-	-	-	300
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	2	-	-	2	-	-	2	8
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	4	1	3	1	1	1	1	1	1	14
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>141</u>	<u>116</u>	<u>5</u>	<u>51</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>322</u>
NET CASH FLOW	<u>(129)</u>	<u>(104)</u>	<u>7</u>	<u>(38)</u>	<u>14</u>	<u>12</u>	<u>15</u>	<u>15</u>	<u>13</u>	<u>(195)</u>
CLOSING FUND BALANCE	<u>174</u>	<u>70</u>	<u>77</u>	<u>39</u>	<u>53</u>	<u>65</u>	<u>80</u>	<u>95</u>	<u>108</u>	<u>108</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND

(RESTRICTED FUNDS)

(\$ 000's)

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
OPENING FUND BALANCE	11	10	10	9	11	11	11	8	13	11
SOURCES OF FUNDS										
FACILITY RENTALS	-	-	-	2	-	-	-	5	5	12
ALL OTHER	-	-	-	-	-	-	-	-	-	-
-	-	-	-	2	-	-	-	5	5	12
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	1	-	-	-	-	-	1	-	-	2
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	1	-	-	-	2	-	-	3
-	1	-	1	-	-	-	3	-	-	5
NET CASH FLOW	(1)	-	(1)	2	-	-	(3)	5	5	7
CLOSING FUND BALANCE	10	10	9	11	11	11	8	13	18	18

PEASE DEVELOPMENT AUTHORITY

CAPITAL IMPROVEMENT PLAN FY 2022 - FY 2028

**FINANCE COMMITTEE MEETING
APRIL 18, 2022**

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SUMMARY FINDINGS...

\$ (000's)

THE CURRENT UPDATE TO THE CAPITAL IMPROVEMENT PLAN, EXCLUDING THE DIVISION OF PORTS AND HARBORS, HAS IDENTIFIED PROJECT REQUESTS THAT TOTAL \$ 80,196. THE OVERRIDING EMPHASIS IN PROJECTED SPENDING IS TOWARD INFRASTRUCTURE ACTIVITIES AT THE PEASE INTERNATIONAL AIRPORT AND TO A LESSER EXTENT, THE PEASE TRADEPORT AND SKYHAVEN AIRPORT.

	GRANT FUNDED	INTERNALLY FUNDED	TOTAL
INFRASTRUCTURE	\$27,725	\$14,080	\$41,805
EXPANSION	20,380	3,360	23,740
EQUIPMENT	6,050	3,754	9,804
SAFETY	2,463	1,124	3,587
REGULATORY	-	1,260	1,260
	56,618	23,578	80,196

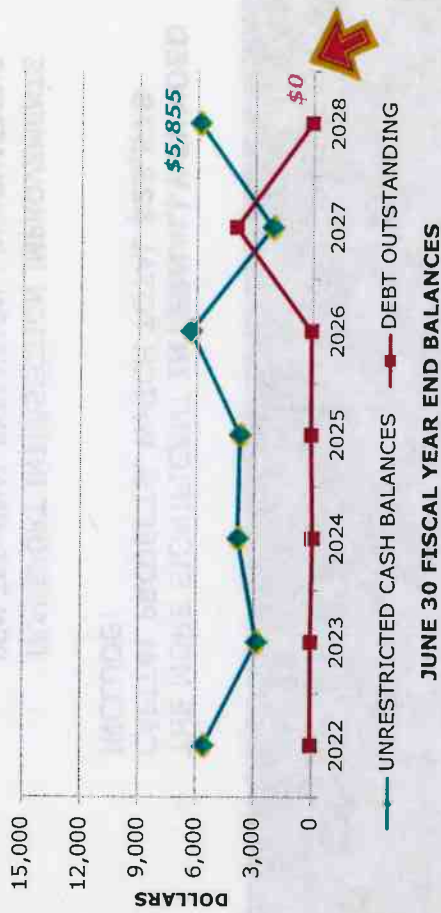
KEY SENSITIVITIES INCLUDE:

- TERMINAL EXPANSION - ARRIVALS HALL GRANT FUNDING
- FUTURE FUEL FLOWAGE / PAY FOR PARKING FEES- PSM
- TRAFFIC FLOW MONITORING-FUTURE INTERSECTION IMPROVEMENTS.
- POTENTIAL BIPARTISAL INFRASTRUCTURE LAW (BIL) FUNDING
- STORMWATER TREATMENT COST PROJECTIONS
- POSSIBLE ADOPTION OF LANDING FEES
- ALLEGIAN- CONTINUED OPERATING SUCCESS
- PROJECTED NET OPERATING INCOME
- BORROWING RATES INCREASING FROM 3% TO 5%
- INFLATION ASSUMPTIONS BETWEEN 2.25% TO 2.75%
- EXTERNAL BORROWING CAPACITY
- PDA GRANT FUNDING MATCH AT 5%

PROJECT JUSTIFICATION WAS DIRECTED TOWARD REQUESTS THAT ARE IN SUPPORT OF HEALTH AND SAFETY, REGULATORY COMPLIANCE, INFRASTRUCTURE AND TECHNOLOGY IMPROVEMENTS, EQUIPMENT AND OR EXPANSION / REVENUE ENHANCEMENT OPPORTUNITIES.

PROPOSED PROJECT REQUESTS WILL REQUIRE A CONTINUATION / EXTENSION OF THE \$15,000 WORKING CAPITAL REVOLVING LINE OF CREDIT (RLOC) NOW HELD THROUGH THE PROVIDENT BANK WHICH EXPIRES ON DECEMBER 31, 2022.

PROJECTED UNRESTRICTED CASH BALANCES AND DEBT OUTSTANDING (EXCLUDING DPH)



CAPITAL PROJECT REQUESTS...

\$ (000's)

THE MORE SIGNIFICANT **GRANT FUNDED** CAPITAL PROJECTS, WHICH TOTAL **\$56,618** INCLUDE:

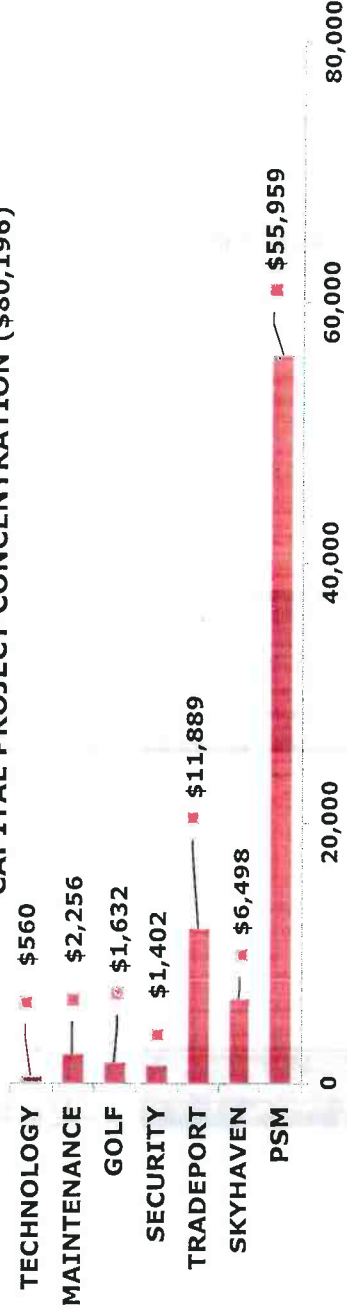
- ARRIVALS HALL TERMINAL UPGRADES (PSM)
- RECONSTRUCTION TAXIWAYS (PSM)
- TERMINAL EXPANSION- PHASE II (PSM)
- TERMINAL APRON CONSTRUCTION (PSM AND DAW)
- SNOW REMOVAL EQUIPMENT / BUILDING (PSM AND DAW)
- AIR TRAFFIC CONTROL TOWER UPGRADES (PSM)

THE 5% COST SHARING IMPACT (CASH FLOW) TO THE PDA FOR PROPOSED GRANT FUNDED PROJECT REQUESTS THROUGH FY 2028 ARE ESTIMATED AT APPROXIMATELY \$2,660

THE MORE SIGNIFICANT **INTERNALLY FUNDED** CAPITAL PROJECTS, WHICH TOTAL **\$23,578** INCLUDE:

- TRADEPORT INTERSECTION IMPROVEMENTS
- PSM TERMINAL EXPANSION / RENOVATIONS
- TERMINAL PARKING LOT RENOVATIONS
- GOLF COURSE ENHANCEMENTS / EQUIPMENT
- STORMWATER TREATMENT
- SNOW REMOVAL EQUIPMENT
- PIPE RELOCATION - FLIGHTLINE DRIVE
- TERMINAL LOOP ROAD
- SOLAR PANEL FARM (PSM AND DAW)
- COMMUNICATION CENTER BUILD & UPGRADE
- SECURITY UPGRADES (PSM & DAW)

CAPITAL PROJECT CONCENTRATION (\$80,196)

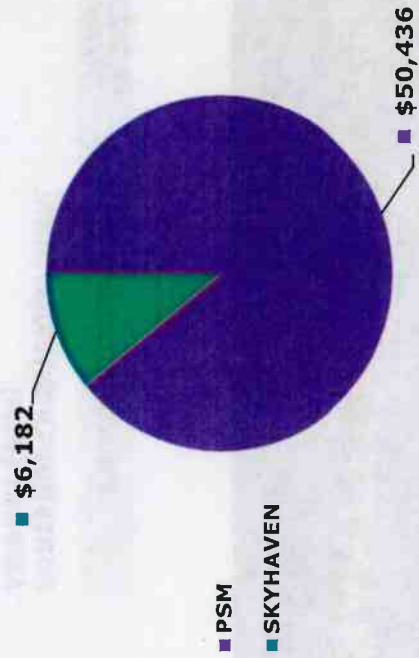


PROJECTED CAPITAL EXPENDITURES...

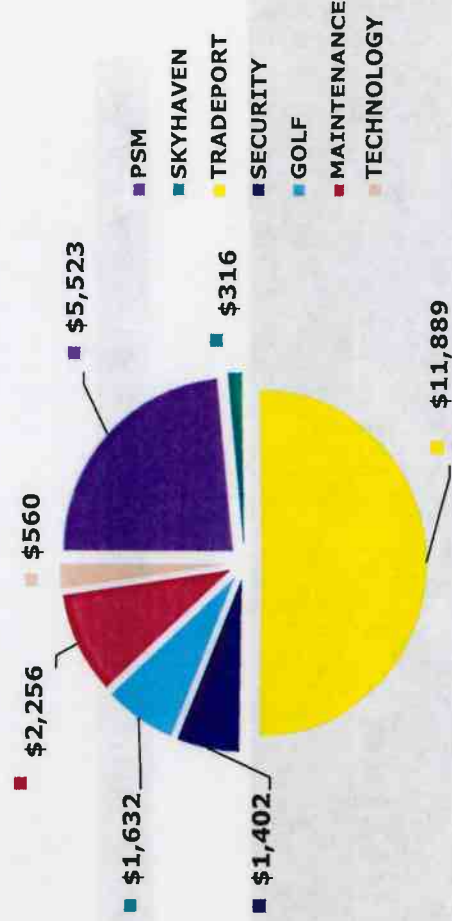
\$ (000's)

FISCAL YEAR	PSM	SKYHAVEN	TRADEPORT	SECURITY	GOLF	MAINTENANCE	TECHNOLOGY	TOTAL
2022 TO GO	\$3,546	\$120	\$120	\$50	\$157	\$1,216	\$61	\$5,270
2023	10,220	214	895	745	215	268	179	12,736
2024	5,205	2,181	925	60	250	209	40	8,870
2025	9,056	343	1,560	25	350	350	70	11,754
2026	2,861	25	2,123	64	120	130	90	5,413
2027	25,006	505	4,663	55	445	83	80	30,837
2028	65	3,110	1,603	403	95	-	40	5,316
	<u>55,959</u>	<u>6,498</u>	<u>11,889</u>	<u>1,402</u>	<u>1,632</u>	<u>2,256</u>	<u>560</u>	<u>80,196</u>

GRANT FUNDED PROJECTS (\$56,618)



INTERNALLY FUNDED PROJECTS (\$23,578)



GRANT FUNDED CAPITAL PROJECT REQUESTS...

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
PORTSMOUTH INTERNATIONAL AIRPORT (PSM)								
RUNWAY 16-34 RECON-CONSTRUCTION	1,250	-	-	-	-	-	-	1,250 ✓
TERMINAL EXPANSION- PHASE II	-	-	-	-	-	15,000	-	15,000
AREA 4 APRON DESIGN & REPAIR	-	-	-	-	-	6,000	-	6,000
SRE BUILDING	-	-	-	-	500	4,000	-	4,500
TERMINAL EXPANSION- PHASE I	380	-	-	-	-	-	-	380 ✓
LOWRY LANE PAVING	40	-	-	-	-	-	-	40 ✓
SNOW REMOVAL EQUIPMENT	-	1,000	1,300	1,800	1,800	-	-	5,900 ✓
TAXIWAY A SOUTH HOLD BAY	66	-	-	-	-	-	-	66 ✓
TAXIWAY A PAVEMENTS	-	500	2,500	4,000	-	-	-	7,000 ✓
PEASE BLVD INTERSECTION	150	520	-	-	-	-	-	670 ✓
FAA MASTER PLAN	-	-	-	200	-	-	-	200
HI PRESSURE WATER LINE REMOVAL	-	-	-	800	-	-	-	800
AIR TRAFFIC CONTROL TOWER UPGRADES	-	-	-	2,000	-	-	-	2,000
TAXIWAY A S. HOLD BAY EAST HALF	-	1,630	-	-	-	-	-	1,630 ✓
TERMINAL - ARRIVALS HALL	-	5,000	-	-	-	-	-	5,000 ✓
	1,886	8,650	3,800	8,800	2,300	25,000	-	50,436

HIGH PRIORITY



GRANT FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED) ■■■

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
SKYHAVEN AIRPORT (DAW)								
TERMINAL APRON DESIGN & CONSTRUCTION	80	-	2,000	-	-	-	-	2,080 ✓
ONE TON TRUCK WITH PLOW	-	-	150	-	-	-	-	150 ✓
WILDLIFE FENCE ASSESSMENT, DESIGN AND CONSTRUCTION	-	159	-	318	-	-	-	477 ✓
TAXIWAY A DESIGN & CONSTRUCTION	-	-	-	-	-	175	3,000	3,175
TERMINAL PARKING LOT IMPROVEMENTS	-	-	-	-	-	300	-	300
	<u>80</u>	<u>159</u>	<u>2,150</u>	<u>318</u>	<u>-</u>	<u>475</u>	<u>3,000</u>	<u>6,182</u>

✓ HIGH PRIORITY

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS...

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
TRADEPORT								
TERMINAL LOOP ROAD DESIGN/PERMITS	-	-	-	-	-	-	850	850
INTERSECTION IMPROVEMENTS	-	200	700	1,250	1,970	3,000	600	7,720 ✓
TERMINAL PARKING LOT	-	-	-	-	-	1,500	-	1,500
STORMWATER UPGRADES	45	75	75	75	75	75	75	495 ✓
MULTI PATH EXPANSION	-	-	-	75	-	-	-	75
COPORATE DRIVE DRAINAGE	75	500	-	-	-	-	-	575 ✓
AIRFIELD DRAINAGE INSP. & REPAIRS	-	75	75	75	78	78	78	459
SIDEWALKS- PEDESTRIAN FACILITIES	-	-	75	75	-	-	-	150
TANK MAINTENANCE PROGRAM	-	10	-	10	-	10	-	30 ✓
ADMIN "POOL" ELECTRIC VEHICLE	-	35	-	-	-	-	-	35 ✓
	<u>120</u>	<u>895</u>	<u>925</u>	<u>1,560</u>	<u>2,123</u>	<u>4,663</u>	<u>1,603</u>	<u>11,889</u>

✓ HIGH PRIORITY

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
PORTSMOUTH INTERNATIONAL AIRPORT								
TERMINAL EXPANSION- PHASE I	1,570	-	-	-	-	-	-	1,570 ✓
OIL / WATER SEPARATOR	-	150	500	-	-	-	-	650 ✓
SOLAR PANEL FARM	-	-	-	-	500	-	-	500 ✓
PAY FOR PARKING FACILITY	-	-	-	250	-	-	-	250
AIRFIELD LIGHTING & SIGNAGE	-	55	-	-	-	-	-	55 ✓
MOBILE RADIO UPGRADES	50	50	50	-	55	-	58	263 ✓
TERMINAL CARPETING	5	5	5	6	6	6	7	40
FENCE CONSTRUCTION	35	-	-	-	-	-	-	35
WINDBREAK FOR WALKWAY	-	250	-	-	-	-	-	250
GENERATOR UPGRADES	-	10	-	-	-	-	-	10 ✓
COMM CENTER BUILD & UPGRADE	-	100	300	-	-	-	-	400 ✓
PIPE RELOCATION-FLIGHTLINE DR	-	750	-	-	-	-	-	750 ✓
TICKETING AREA IMPROVEMENTS	-	200	550	-	-	-	-	750
	1,660	1,570	1,405	256	561	6	65	5,523

✓ HIGH PRIORITY

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
SKYHAVEN AIRPORT								
SOLAR PANEL FARM	-	-	-	-	-	30	-	30
JET A FUEL TANK REMOVAL	-	-	-	-	-	-	50	50
TAXIWAY RELAMPING- LED	-	25	-	-	-	-	-	25 ✓
REROOFING- TERMINAL BUILDING	15	-	-	-	-	-	-	15
TERMINAL PARKING LOT	-	-	-	25	-	-	-	25
FUEL SYSTEM CREDIT CARD APPLICATION	5	-	-	-	-	-	-	5 ✓
SRE DOOR REPLACEMENT	20	-	-	-	-	-	-	20
SRE BOILER REPLACEMENT	-	10	-	-	-	-	-	10
BUILDING REHAB-TERMINAL	-	-	-	-	-	-	30	30 ✓
JOHN DEERE TRACTOR/MOWER	-	-	31	-	-	-	-	31
POLE BARN-SRE GARAGE	-	-	-	-	-	-	30	30
TOW BEHIND FOR MOWER	-	20	-	-	-	-	-	20
SRE BLDG. SEDIMENT TRAP	-	-	-	-	25	-	-	25
	<u>40</u>	<u>55</u>	<u>31</u>	<u>25</u>	<u>25</u>	<u>30</u>	<u>110</u>	<u>316</u>
SECURITY (PSM & DAW)								
BADGING EQUIP. REPLACEMENTS	-	185	-	-	-	-	118	303
SECURITY SYSTEM UPGRADE	-	270	30	-	32	-	285	617 ✓
CCTV SECURITY GATES	50	50	-	-	-	55	-	155 ✓
DOOR ACCESS CONTROL (PSM & DAW)	-	125	30	25	32	-	-	212 ✓
EMPLOYEE TRAINING VIDEO PRODUCTION	-	115	-	-	-	-	-	115 ✓
	<u>50</u>	<u>745</u>	<u>60</u>	<u>25</u>	<u>64</u>	<u>55</u>	<u>403</u>	<u>1,402</u>

✓ HIGH PRIORITY

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
MAINTENANCE (TRADEPORT / PSM)								
SNOW MELTER/HAUL	-	-	-	300	-	-	-	300
SNOW/RUBBER REMOVAL EQUIP	900							900
VEHICLE REPLACEMENT-MAINT & OPS	81	47	98	50	55	53	-	384
JOHN DEERE TRACTOR REPLACEMENT	-	140	-	-	-	-	-	140
SKID STEER BLOWER ATTACHMENT	-	-	-	-	-	30	-	30
BUILDING INFRASTRUCTURE	50	-	50	-	50	-	-	150 ✓
RUNWAY PAINTING MACHINE	15	-	40	-	-	-	-	55
CRACK SEALING MACHINE	-	50	-	-	-	-	-	50
SWPP WASH RACK	150	-	-	-	-	-	-	150 ✓
HI LIFT (AIRPORTS)	-	30	-	-	-	-	-	30 ✓
MOWER REPLACEMENT	20	-	22	-	25	-	-	67
	1,216	267	210	350	130	83	-	2,256

✓ HIGH PRIORITY

INTERNALLY FUNDED CAPITAL PROJECT REQUESTS

(CONTINUED)

\$ (000's)

PROJECT DESCRIPTION	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
GOLF COURSE								
COURSE EQUIPMENT	27	50	185	75	60	195	-	592 ✓
COURSE ENHANCEMENTS	10	100	-	100	20	250	-	480
DUMP TRUCK / TRUCK WITH PLOW	-	-	-	-	-	-	55	55 ✓
CLUBHOUSE CARPET/PAINT	-	-	25	-	-	-	-	25
KITCHEN EQUIPMENT	20	-	10	-	20	-	10	60 ✓
GEO THERMAL PUMPS	-	-	20	-	-	-	20	40 ✓
SIMULATOR ROOM	40	-	-	-	-	-	-	40
UTILITY VEHICLES (LARGE & SMALL)	-	50	-	-	20	-	10	80 ✓
PATIO COVERING	50	-	-	-	-	-	-	50 ✓
STORAGE BLDG. W/BATHROOMS	-	-	10	175	-	-	-	185
VIDEO SURVEILLANCE SYSTEM	10	15	-	-	-	-	-	25
	157	215	250	350	120	445	95	1,632

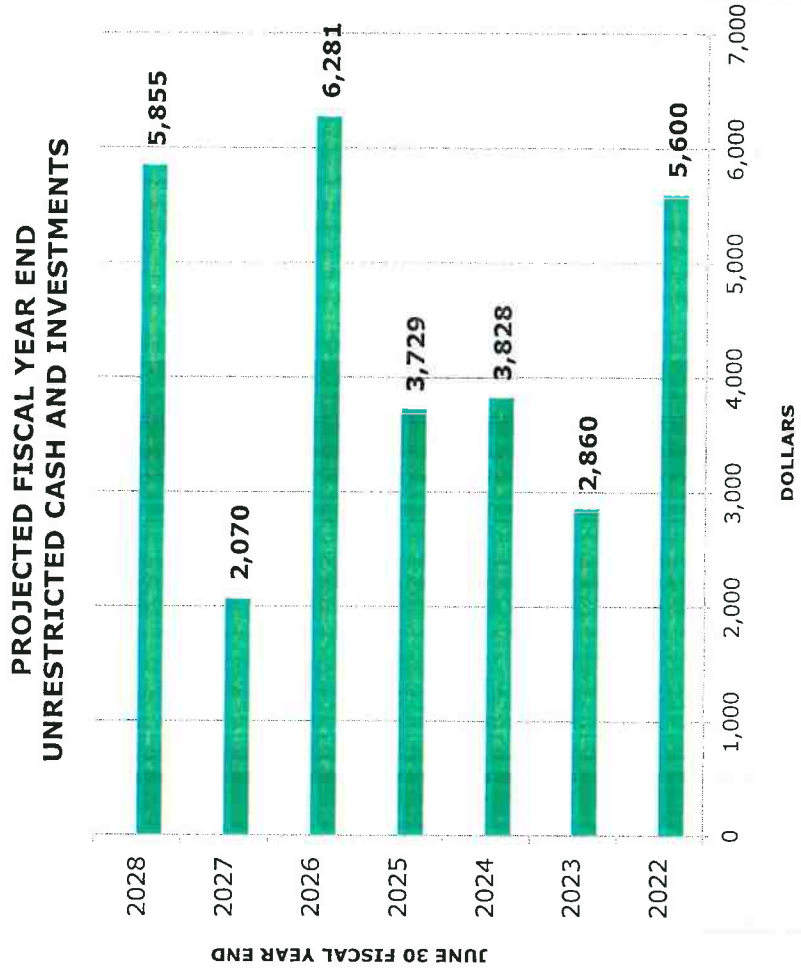
HIGH PRIORITY

Capital Improvement Plan, April 2022

PROJECTED FY 2022 - FY 2028 UNRESTRICTED CASH AND INVESTMENTS....

\$ (000's)

	AMOUNT
CASH AND INVESTMENTS - DECEMBER 31, 2021	\$6,215
NET OPERATING INCOME- EXCLUDING DEPRECIATION	<u>24,225</u>
AVAILABLE FUNDS	<u>30,440</u>
FINANCING ACTIVITIES	
GRANT FUNDING	53,265
NEW WORKING CAPITAL- RLOC (NET)	0
ARPA GRANT (FY22)	1,964
CAPITAL EXPENDITURES:	
GRANT FUNDED	(56,618)
INTERNALLY FUNDED	(23,578)
INTEREST PAYMENTS-NET OF INTEREST INCOME	(168)
NET CHANGES IN WORKING CAPITAL	550
NET FINANCING ACTIVITIES	<u>(24,585)</u>
CASH AND INVESTMENTS- JUNE 30, 2028	<u>\$5,855</u>

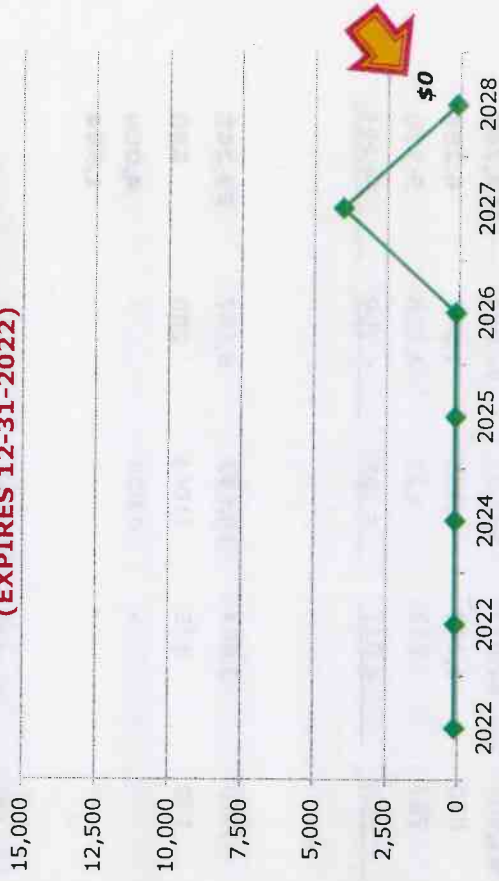


PROJECTED FY 2022 - FY 2028 OUTSTANDING DEBT ANALYSIS....

\$ (000's)

	AMOUNT
DEBT OUTSTANDING- DECEMBER 31, 2021	\$0
FINANCING ACTIVITIES	
NEW WORKING CAPITAL- RLOC	4,000
WORKING CAPITAL- RLOC REPAYMENT	(4,000)
NET FINANCING ACTIVITIES	<u>0</u>
DEBT OUTSTANDING - JUNE 30, 2028	<u>0</u>

WORKING CAPITAL RLOC REQUIREMENT
CURRENT \$15,000 CAPACITY
(EXPIRES 12-31-2022)



PROJECTED FY 2022 - FY 2028 NET CASH FLOW...

\$ (000's)

	FY 2022 TO GO	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
OPERATING ACTIVITIES	\$727	\$1,934	\$1,958	\$1,987	\$2,017	\$2,052	\$2,094	\$12,769
PAY FOR PARKING	210	572	760	870	1,102	1,225	1,547	6,286
FUEL FLOWAGE FEES	263	545	664	787	912	931	1,068	5,170
CASH FROM OPERATIONS	<u>1,200</u>	<u>3,051</u>	<u>3,382</u>	<u>3,644</u>	<u>4,031</u>	<u>4,208</u>	<u>4,709</u>	<u>24,225</u>
FINANCING ACTIVITIES								
FUNDING SOURCES:								
GRANT FUNDING- FAA / STATE	1,591	6,744	6,332	7,910	3,804	18,697	8,187	53,265
NET CHANGE IN WORKING CAPITAL	(100)	200	125	100	125	(100)	200	550
NEW WORKING CAPITAL- RLOC	-	-	-	-	-	4,000	-	4,000
ARPA GRANT FUNDING	1,964	-	-	-	-	-	-	1,964
FUNDING REQUIREMENTS:								
GRANT FUNDED CAPITAL PROJECTS	(1,966)	(8,809)	(5,950)	(9,118)	(2,300)	(25,475)	(3,000)	(56,618)
INTERNALLY FUNDED CAPITAL PROJECTS	(3,304)	(3,926)	(2,921)	(2,636)	(3,113)	(5,362)	(2,316)	(23,578)
WORKING CAPITAL RLOC- REPAYMENT	-	-	-	-	-	-	(4,000)	(4,000)
INTEREST EXPENSE- NET	-	-	-	1	5	(180)	6	(168)
NET FINANCING ACTIVITIES	<u>(1,815)</u>	<u>(5,791)</u>	<u>(2,414)</u>	<u>(3,743)</u>	<u>(1,479)</u>	<u>(8,420)</u>	<u>(923)</u>	<u>(24,585)</u>
NET CASH FLOW	(615)	(2,740)	968	(99)	2,552	(4,212)	3,786	(360)
CASH- BEGINNING OF PERIOD	6,215	5,600	2,860	3,828	3,729	6,281	2,069	6,215
CASH- END OF PERIOD	<u>5,600</u>	<u>2,860</u>	<u>3,828</u>	<u>3,729</u>	<u>6,281</u>	<u>2,069</u>	<u>5,855</u>	<u>5,855</u>

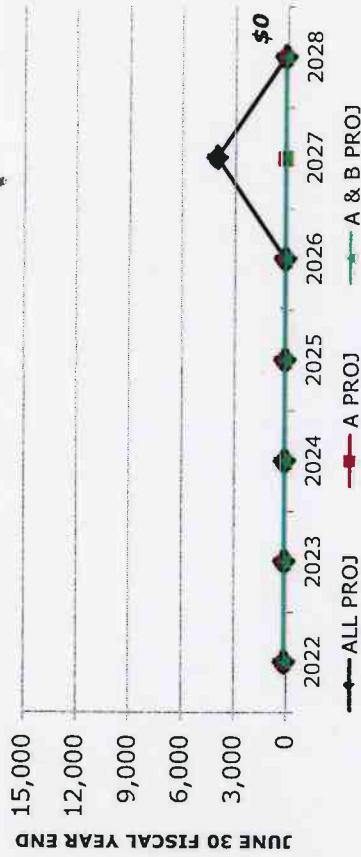
PROJECTED FY 2022 - FY 2028 FINANCIAL IMPACT DUE TO THE POTENTIAL ELIMINATION OF LOWER PRIORITY CAPITAL PROJECTS...

\$ (000's)

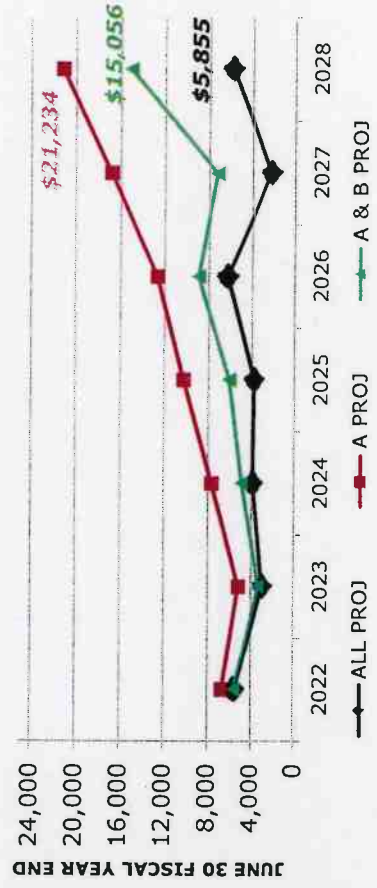
	PROPOSED ALL PROJECTS	A & B PROJECTS	A PROJECTS ONLY
CASH AND INVESTMENTS- DECEMBER 31, 2021	\$6,215	\$6,215	\$6,215
NET OPERATING INCOME- EXCLUDING DEPRECIATION	24,225	24,225	24,225
AVAILABLE FUNDS	30,440	30,440	30,440
FINANCING ACTIVITIES			
GRANT FUNDING	53,265	40,915	16,951
NEW WORKING CAPITAL- RLOC (NET)	-	-	-
CAPITAL EXPENDITURES:			
GRANT FUNDED	(56,618)	(43,618)	(17,643)
INTERNALLY FUNDED	(23,578)	(15,273)	(11,160)
INTEREST PAYMENTS-NET OF INTEREST INCOME	(168)	78	132
NET CHANGES IN WORKING CAPITAL	550	550	550
ARPA GRANT (FY22)	1,964	1,964	1,964
NET FINANCING ACTIVITIES	(24,585)	(15,384)	(9,206)
CASH AND INVESTMENTS- JUNE 30, 2028	5,855	15,056	21,234



PROJECTED DEBT OUTSTANDING (EXCLUDING DPH)



PROJECTED UNRESTRICTED CASH BALANCES (EXCLUDING DPH)



MEMORANDUM

TO: Pease Development Authority Board of Directors
 FROM: Paul E. Brean, Executive Director *PEB*
 RE: Licenses / ROEs / Easements / Rights of Way
 DATE: April 12, 2022

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: 165 Arboretum, LLC
 License: Right-of-Entry Extension
 Location: 165 Arboretum Drive
 Purpose: Site Inspection Purposes
 Term: March 21, 2022 through July 30, 2022

2. Name: 2-Way Communication
 License: Right of Entry
 Location: 360 Corporate Drive
 Purpose: Survey / Site Inspection Purposes
 Term: Extension from original request through April 30, 2022

3. Name: Rochester Police Department and Rochester NH Rotary Club #6237
 License: Right of Entry
 Location: Skyhaven Airport
 Purpose: Wings and Wheels Event
 Term: June 3, 2022 between the hours of 8:00 a.m. through 8:00 p.m. and June 4, 2022 between the hours of 8:00 a.m. to 6:00 p.m.

4. Name: Next Level Church
 License: Right of Entry
 Location: Skyhaven Airport
 Purpose: Easter Egg Drop
 Term: April 17, 2022

Director Fournier was consulted and granted his consent regarding these Rights of Entry.

March 17, 2022

Ryan Plummer
165 Arboretum, LLC
1 New Hampshire Ave., Suite 101
Portsmouth, NH 03801

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

Dear Mr. Plummer:

This letter will authorize 165 Arboretum, LLC ("165 ARBORETUM") and/or its agents and contractors to enter upon the 12± acre area located at 165 Arboretum Drive, as shown on the attached Exhibit A (the "Premises") for the period of March 21, 2022 through July 30, 2022, for site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. 165 ARBORETUM may cut and remove from the Premises a minimal amount of brush in order to assist with the mapping of wetlands and performance of any soil borings. No trees may be cut, or existing soil piles disturbed, without written permission from the Pease Development Authority. This Right of Entry will expire at the close of business on July 30, 2022, unless otherwise extended an additional thirty (30) days by written agreement of 165 ARBORETUM and Pease Development Authority.

This authorization is conditioned upon the following:

1. 165 ARBORETUM providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises;
2. 165 ARBORETUM'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. 165 ARBORETUM expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a

TAKING YOU THERE

Phone: 603.423.6088 Fax: 603.427.0433 www.peasedev.org

Page Two

March 17, 2022

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

consequence of 165 ARBORETUM's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. 165 ARBORETUM 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 165 ARBORETUM's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. 165 ARBORETUM and any agent or contractor of 165 ARBORETUM 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. 165 ARBORETUM and any agent or contractor of 165 ARBORETUM 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-contributing with respect to any insurance carried by PDA.

4. 165 ARBORETUM obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings, or other soil disturbing/moving activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department.

5. 165 ARBORETUM'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. 165 ARBORETUM'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. 165 ARBORETUM acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

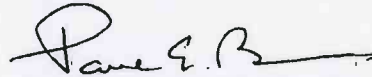
Page Three

March 17, 2022

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

Please indicate by your signature below 165 ARBORETUM'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 17th day of March, 2022.

165 ARBORETUM, LLC

By: 
Print Name: Ryan Plummer
Its Duly Authorized: CO-Manager

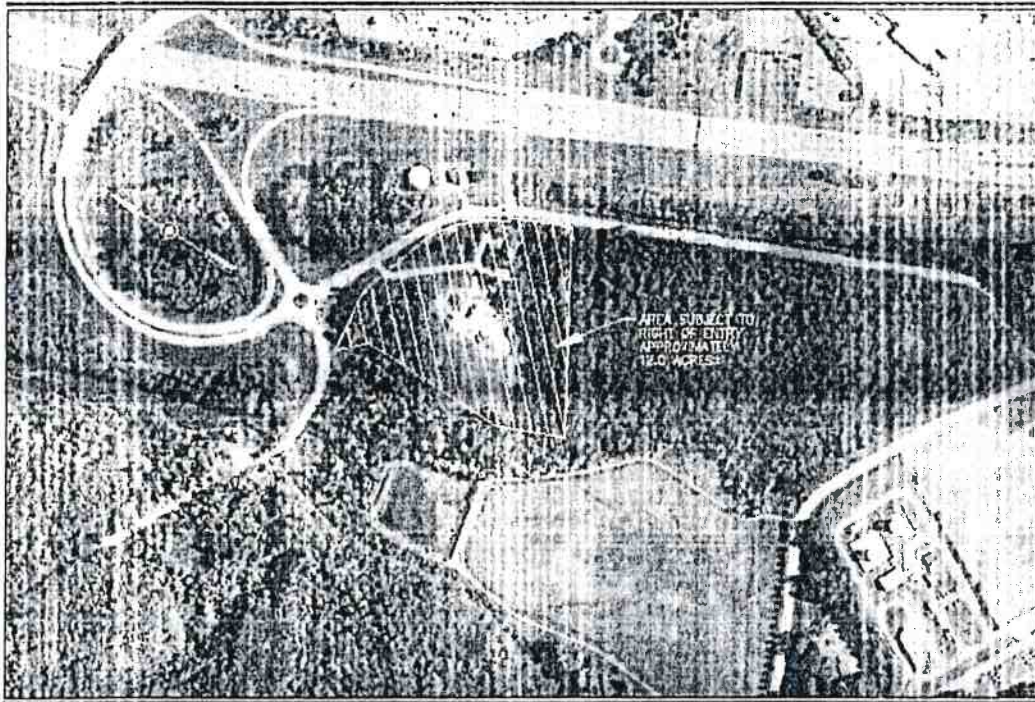
Page Four

March 17, 2022

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

EXHIBIT "A"

PREMISES



Right of Entry at 165 Arboretum Drive

DESIGNED BY: MCM DATE: 2/10/22 SCALE: 1"=400'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

March 31, 2022

William R. Bartlett, President
2-Way Communications Service, Inc.
19 Durham St.
Portsmouth, N.H. 03801

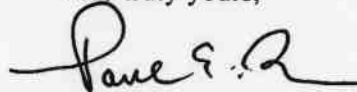
**Re: Right of Entry — 360 Corporate Drive
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Bartlett:

This letter will approve the request of 2-Way Communications Service, Inc. ("2-Way") to exercise a one month extension option of its Right of Entry ("ROE") to enter upon the premises located at 360 Corporate Drive. This ROE is extended to April 30, 2022, for continued survey / site inspection purposes. All other terms and conditions set forth in the ROE dated November 12, 2021, shall remain in full force and effect.

Please indicate by your signature below of 2-Way's consent and return the same to me with updated evidence of insurance should there have been any changes to the policy or coverages since the ROE was finalized.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 1st day of April, 2022.

2-Way Communications Service, Inc.

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



55 International Drive, Portsmouth NH 03801

January 12, 2022

VIA E-Mail

Paul Toussaint, Chief
Rochester Police Department
23 Wakefield Street
Rochester, NH 03867

VIA E-Mail

Rochester NH Rotary Club #6237
ATTN: Jacqueline Fitzpatrick, President
P.O. Box 779
Rochester, NH 03867

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
Rochester Police Department and Rochester NH Rotary Club #6237
"Wings and Wheels" Event**

Dear Chief Toussaint and Ms. Fitzpatrick,

This Right of Entry will authorize the Rochester Police Department, ("Rochester PD") and Rochester NH Rotary Club #6237 ("Rotary") it agents and/or contractors (collectively the "Parties") to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the "Premises") as shown on Exhibit "A" on June 3, 2022 between the hours of 8:00 a.m. through 8:00 p.m. and June 4, 2022 between the hours of 8:00 a.m. through 6:00 p.m. for the purpose of setting up, conducting, and breaking down, at its sole risk, the "Wings and Wheels" event and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall terminate at 6:00 p.m. on June 4, 2022.

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 the terms and conditions of the FAA's Grant Assurances (Exhibit "B") and (d) subject to such rules and regulations as the PDA may prescribe from time to time.

The Parties understand and acknowledge that this Right of Entry: (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination.

TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

Page 2

January 12, 2022

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
Rochester Police Department and Rochester NH Rotary Club #6237
Wings and Wheels Event**

The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

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 the Parties 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 negligence of the Parties.

The Parties agree 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, if such loss, damage or injury is caused by the negligence of the Parties. The Parties expressly waive all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of the Parties' 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. The Parties further agree 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 the Parties' 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.

The Parties shall provide to the Pease Development Authority satisfactory evidence of commercial general liability insurance for the event to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured.

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) and waiver of subrogation in favor of the PDA; and (iii) a provision that any liability insurance coverage required to be carried by the Parties shall be primary and non-contributory with respect to any insurance carried by PDA.

Any agent, contractor or vendor of the Parties shall provide to the PDA satisfactory evidence of commercial general liability coverage and automobile liability coverage (to the extent applicable) per occurrence, naming the PDA as an additional insured.

Page 3

January 12, 2022

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
Rochester Police Department and Rochester NH Rotary Club #6237
Wings and Wheels Event**

The Parties shall coordinate activities with the PDA Airport Manager or designee.

The Parties shall secure all necessary municipal and/or local permits prior to the event.

The Parties shall leave the Premises in the same or better condition as existed at the time of the event.

The Parties shall: a) provide covered trash receptacles for use during the event to prevent trash from spilling out and wildlife getting into the trash; and b) provide a person(s) to patrol the event area during the event period to pick up any trash or other debris to prevent any foreign object debris from leaving the areas. All trash generated by the event will be removed from the Premises no later than 6:00 p.m. on June 4, 2022.

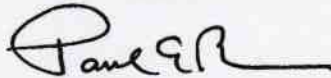
The Parties shall provide an adequate number of porta potties for use by event staff and participants. The Parties' agree to have porta potties placed in areas designated by PDA Airport Manager or designee; and further agrees to have porta potties removed from the Premises no later than 4:00 p.m., Monday, June 6, 2022.

The Parties shall coordinate the management of the event with appropriate local law enforcement officials, as the same may be required, and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event attendees.

The Parties shall provide a detail officer to direct traffic to assist attendees in crossing the road between the Premises and event parking provided across Rochester Hill Road at the Frisbee Memorial Hospital Office complex parking area.

Please indicate by your signature or the signature of a duly authorized representative, the consent of Rochester PD and Rochester NH Rotary Club #6237 to the terms of this Right of Entry and return the same to me along with proof of insurance coverages.

Very truly yours,



Paul E. Brean
Executive Director


Page 4

January 12, 2022

Re: **Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
Rochester Police Department and Rochester NH Rotary Club #6237
Wings and Wheels Event**

Agreed and accepted this 24th day of January, 2022

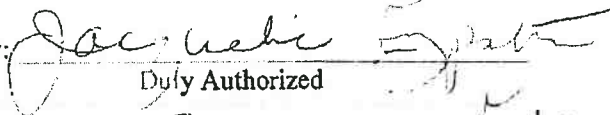
Rochester Police Department

By: 
Duly Authorized

Print Name: Gary Boudreau
Print Title: Chief of Police

Agreed and accepted this 24th day of January, 2022

Rochester NH Rotary Club #6237

By: 
Duly Authorized

Print Name: Jacqueline Fitzpatrick
Print Title: President, Rotary Club
of Rochester

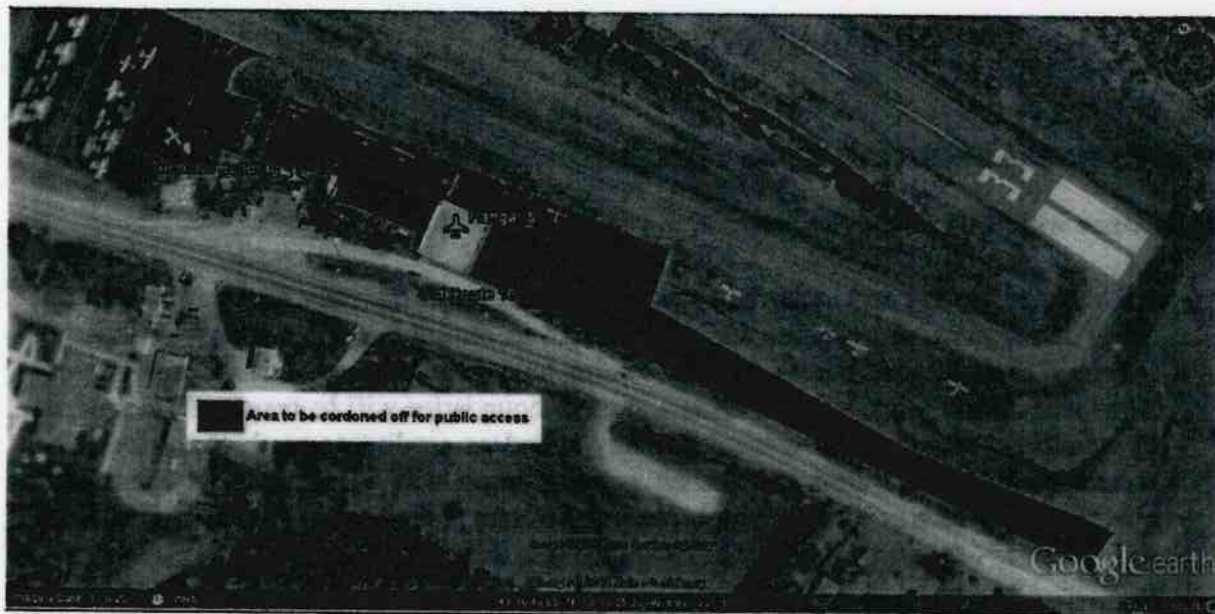
cc: **Anthony I. Blenkinsop, Deputy Director / General Counsel
Andrew Pomeroy, Manager, Airport Planning & Regulatory Compliance**

January 12, 2022

Re: **Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
Rochester Police Department and Rochester NH Rotary Club #6237
Wings and Wheels Event**

EXHIBIT A

PREMISES



Page 6

January 12, 2022

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
Rochester Police Department and Rochester NH Rotary Club #6237
Wings and Wheels Event**

EXHIBIT B

FAA GRANT ASSURANCES

Grant Assurance #19: Operation and Maintenance

In accordance with FAA Grant Assurance 19:

All vehicle displays and food and concessions areas are completely separate from ramps reserved for aviation purposes during the event as outlined in the "Skyhaven Aviation Services" map attached hereto. Yellow caution tape on grade stakes with "Do Not Enter" signs will clearly mark aviation areas and these boundaries will be constantly monitored by qualified personnel and volunteers. Any attendees needing to north of the food and concessions area and onto the aircraft parking apron will be escorted by event staff qualified to do such or by the aircraft owners/operators parked on the apron. During setup and tear down, the public will not be permitted into these areas.

Grant Assurance #22: Economic Nondiscrimination

In accordance with FAA Grant Assurance 22:

The event is intended to be a Rochester community event making the community aware of Skyhaven Airport and its value to the local community. Areas presently needed for aeronautical purposes and any airport revenue production will not be used during the event.

April 11, 2022

Shane Becton
Next Level Church
436 Rt. 108
Somersworth, NH 03878

**Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
2022 Helicopter Egg Drop**

Dear Mr. Becton:

This Right of Entry will authorize Next Level Church, its agents and/or contractors to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the "Premises") as shown on Exhibit "A" on April 17, 2022 between the hours of 7:00 a.m. through 4:00 p.m. for the purpose of setting up and conducting, at its sole risk, the "2022 Helicopter Egg Drop" event and for no other use without the express written consent of the Pease Development Authority ("PDA"). This Right of Entry shall terminate at 4:00 p.m. on April 17, 2022.

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

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 Next Level Church, 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 negligence of Next Level Church.

Next Level Church'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, if such loss, damage or injury is caused by the negligence of Next Level Church. Next Level Church expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Next Level Church's use of the Premises or the conduct of activities or the performance of

Page Two

April 11, 2022

Re: **Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
2022 Helicopter Egg Drop**

responsibilities under this authorization unless such loss, damage, injury or death is caused by the negligence of the Pease Development Authority. Next Level Church 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 Next Level Church'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.

- a. Next Level Church providing to the PDA satisfactory evidence of commercial general liability to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the PDA as an additional insured.

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 waiver of subrogation in favor of the PDA; and (iii) a provision that any liability insurance coverage required to be carried by Next Level Church shall be primary and non-contributory with respect to any insurance carried by PDA.

- b. Any agent, contractor or vendor of Next Level Church providing to the PDA satisfactory evidence of commercial general liability coverage and automobile liability coverage (to the extent applicable) per occurrence, naming the PDA as an additional insured.

Next Level Church shall coordinate activities with the PDA Airport Manager or designee.

Next Level Church's agreement to secure all necessary municipal and/or local permits prior to the event.

Next Level Church's agreement to leave the Premises in the same or better condition as existed at the time of the event.

Next Level Church's agreement to: a) provide covered trash receptacles for use during the event to prevent trash from spilling out and wildlife getting into the trash; and b) provide a person(s) to patrol the event area during the event period to pick up any trash or other debris to prevent any foreign object debris from leaving the areas. All trash generated by the event will be removed from the Premises no later than 4:00 p.m. on April 17, 2022.

Next Level Church's agreement to coordinate the management of the event with appropriate local law enforcement officials, as the same may be required, and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event attendees.

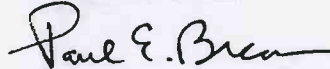
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April 11, 2022

Re: **Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
2022 Helicopter Egg Drop**

Next Level Church's agreement to provide a detail officer to direct traffic to assist attendees in crossing the road between the Premises and event parking provided across Rochester Hill Road at the Frisbee Memorial Hospital Office complex parking area.

Please indicate by your signature or the signature of a duly authorized representative, the consent of Next Level Church to the terms of this Right of Entry and return the same to me along with proof of insurance coverages in advance of April 17, 2022.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 13 day of April, 2022

Next Level Church

By: Shane Becton
Duly Authorized

Its: Shane Becton

Name

Page Four

April 11, 2022

Re: Right of Entry for Use of Portion of Skyhaven Airport, Rochester, NH
2022 Helicopter Egg Drop

EXHIBIT A
PREMISES

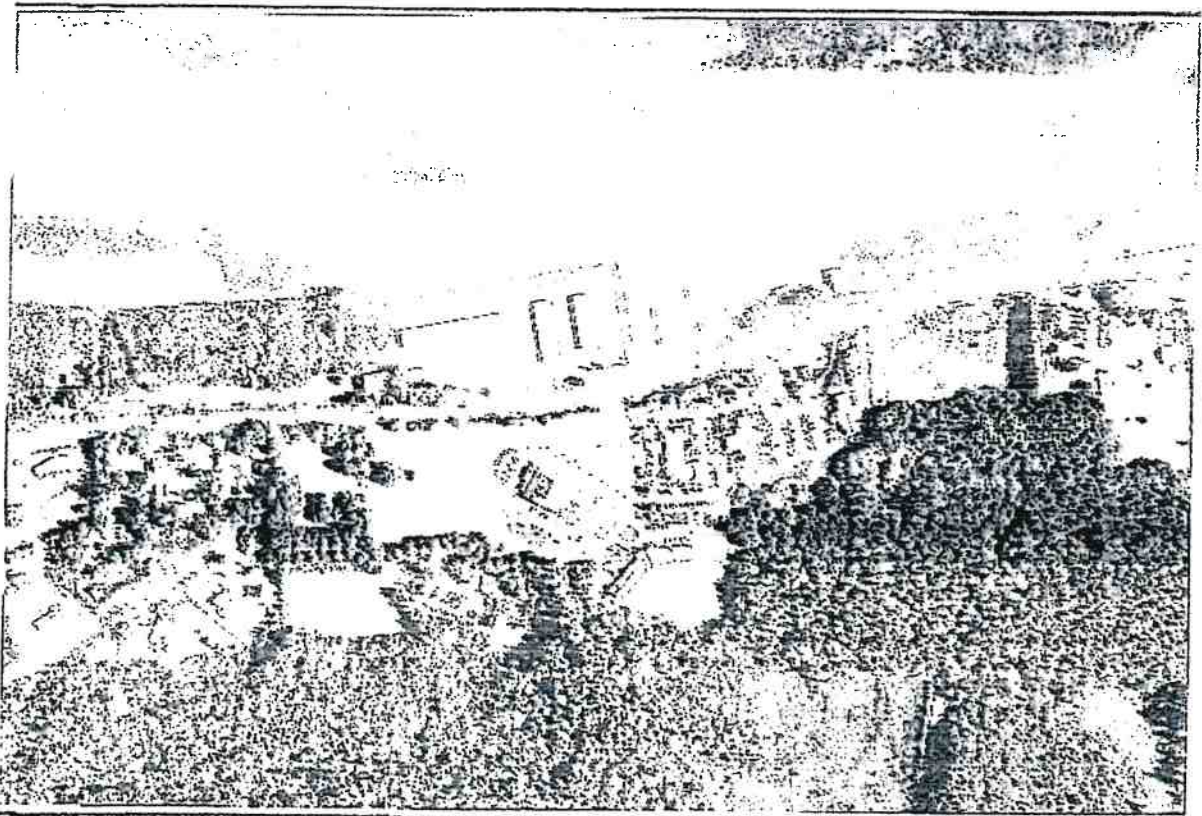


Exhibit Depicting Right of Entry for New Level Church

DESIGNED BY: NRD DATE: 4/11/22 SCALE: 1"=400'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



Exhibit Depicting Right of Entry for New Level Church

DESIGNED BY: MRM DATE: 4/11/22 SCALE: 1"=400'±

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *P.E.B.*
RE: Lease Reports
DATE: April 12, 2022

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

- A. Tenant: Loureiro Engineering
Space: 8,060 square feet at 112 Corporate Drive (Suite #340)
Use: Professional and Business Office use
Term: Three (3) Years with two, two (2) year options

- B. Tenant: Granite United Way, Inc.
Space: 3,520 square feet at 110 Corporate Drive
Use: General Office use
Term: Five Years

- C. Tenant: Workwear Outfitters, LLC
Space: 13,901 square feet at 100 Arboretum Drive
Use: Permitted use
Term: Sixty-two (62) months, commencing on the Commencement Date for the Second Phase, with one extension option of five (5) years

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

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *peb*
Date: April 11, 2022
Re: Sublease between Pioneer New Hampshire, LLC and Loureiro Engineering Associates, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between Pioneer New Hampshire, LLC ("Pioneer") and **Loureiro Engineering Associates, Inc. ("Loureiro")** for 8,060 square feet located at 112 Corporate Drive. The Pioneer/ Loureiro Sublease shall commence when the last party to this Sublease executes this Sublease and shall end three (3) years after with two, two (2) year options and will use the Subleased Premises for professional and business office uses.

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 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."

Conditions one through three have been met. As to condition four, PDA relies on Pioneer's continued primary liability for payment of rent and other obligations pursuant to the PDA/Pioneer 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 PIONEER NEW HAMPSHIRE LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 108 - 114 Corporate Drive, Pease International Tradeport effective December 1, 1999 (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 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 Lessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease approximately **8,060 square feet** (Unit 1) within the Leased Premises at **112 Corporate Drive** to **Loureiro Engineering Associates, Inc.** ("**Loureiro**"), a Delaware Corporation.

D. The proposed sublease to **Loureiro** is for professional and business office.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **Loureiro** for approximately **8,060 square feet** within the Leased Premises.

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

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 22 day of March, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

PIONEER NEW HAMPSHIRE, LLC

3/11/22
Date


By: 
Its: managing member

EXHIBIT "A"

SUBLEASED PREMISES

THIS AGREEMENT
BETWEEN
THE CITY OF NEW YORK
AS
LESSOR,
AND
JOINT INVESTMENT ASSOCIATES, INC.
AS
"LESSEE",
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SUBLEASE
BETWEEN
PIONEER NEW HAMPSHIRE LLC
AS
“SUBLESSOR”
AND
LOUREIRO ENGINEERING ASSOCIATES, INC.
AS
“SUBLESSEE”

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MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: April 11, 2022
Re: Sublease between Pioneer New Hampshire, LLC and Granite United Way, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between Pioneer New Hampshire, LLC ("Pioneer") and **Granite United Way, Inc. ("GUW")** for 3,520 square feet located at 110 Corporate Drive. The Pioneer/GUW Sublease shall commence when the last party to this Sublease executes this Sublease and shall end five (5) years and will use the Subleased Premises for general office use.

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 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."

Conditions one through three have been met. As to condition four, PDA relies on Pioneer's continued primary liability for payment of rent and other obligations pursuant to the PDA/Pioneer 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 PIONEER NEW HAMPSHIRE LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 108 - 114 Corporate Drive, Pease International Tradeport effective December 1, 1999 (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 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 Lessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease approximately 3,520 square feet (Unit 1) within the Leased Premises at 110 Corporate Drive to Granite United Way, Inc. ("GUW"), a New Hampshire nonprofit corporation headquartered at 22 Concord Street, Manchester, NH 03101.

D. The proposed sublease to GUW is for general office.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with GUW for approximately 3,520 square feet within the Leased Premises.

2. Upon execution of the sublease with GUW, 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 GUW.

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.

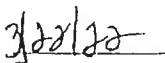
This Notice of Consent is executed, effective this 28th day of March, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

PIONEER NEW HAMPSHIRE, LLC


Date

By: 
Its: Manager

EXHIBIT "A"

SUBLEASED PREMISES

GRANDITE

CONTRACT

PROPERTY NEW HAVEN

IN

CONTRACT

AND

PROPERTY NEW HAVEN

IN

CONTRACT

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SUBLEASE
BETWEEN
PIONEER NEW HAMPSHIRE LLC
AS
"SUBLESSOR"
AND
GRANITE UNITED WAY, INC.
AS
"SUBLESSEE"

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MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director. 
Date: April 11, 2022
Re: Sublease between Farley White Pease, LLC and Workwear Outfitters, 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 a sub-sublease between Aries Pease One, LLC ("Aries") which was subsequently assigned to Farley White Pease, LLC and **Workwear Outfitters, LLC for 13,901 square feet located at 100 Arboretum Drive**. The sub-sublease is for sixty-two (62) months, commencing on the Commencement Date for the Second Phase, with one extension option of five (5) years.

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

"Lessee's sublease Agreement is 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 any sublease(s) is permitted under Article 9,
2. the sublease(s) are consistent with the terms and conditions of this Lease; provided, however, that Lessee may rent the subleased area at rentals deemed appropriate by Lessee,
3. Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under this 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 Farley White Pease' continued primary liability for payment of rent and other obligations pursuant to the PDA/Farley White 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 FARLEY WHITE PEASE, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease with ARIES PEASE ONE LLC for 100 Arboretum Drive at Pease International Tradeport on February 12, 1999 (the "Original Lease"). The Lease was subsequently assigned to FARLEY WHITE PEASE, LLC, effective November 10, 2004, and thereafter amended four times. The parties entered into a new lease, effective August 30, 2019 (the "Lease"), which superseded the Original Lease.

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

1. the use of the subleased premises associated with any sublease(s) is permitted under Article 9,
2. the sublease(s) are consistent with the terms and conditions of this Lease; provided, however, that Lessee may rent the subleased area at rentals deemed appropriate by Lessee,
3. Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under this Lease, and
4. the proposed sublessee is financially and operationally responsible.

C. Lessee has requested authorization to Lease **13,901 square feet** of Rentable Area at 100 Arboretum Drive to **Workwear Outfitters, LLC** ("Workwear"), a Delaware limited liability company.

D. The proposed Sublease to **Workwear** is for general office use and customary accessory uses thereto, and (ii) research and development in connection with Tenant's various business lines, provided that such research and development efforts are in conformity with the terms of the Lease.

TERMS AND CONDITIONS

Lessor hereby consents to Lessee's Sublease, attached hereto as Exhibit A, with **Workwear** for **13,901 square feet** of Rentable Area at 100 Arboretum Drive, which sublease shall be subordinate to the Lease, conditioned upon the following:

1. Upon execution of the Sublease with **Workwear**, 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 Maryland for **Workwear**.
2. Lessee's agreement that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the Lease.

This Notice of Consent is executed, effective this 28 day of March, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: _____
Its: _____



EXECUTIVE DIRECTOR

EXHIBIT "A"

LEASE

THROUGH AGREEMENT

THIS LEASE AGREEMENT is made this 17th day of February, 2012 between

1. King's Power, LLC, a New Hampshire limited liability company

and

2. The State of New Hampshire, with the State of New Hampshire

as the lessor

and

as the lessee

King's Power, LLC, a New Hampshire limited liability company

as the lessor

and

the State of New Hampshire (the "State")

as the lessee

in consideration of the sum of ten thousand dollars (\$10,000) in cash and the agreement to be performed by the State in accordance with the terms and conditions hereinafter set forth, the parties have agreed that the State shall lease to the lessee the premises and contents as hereinafter described.

ARTICLE I
DEFINITIONS

1.1. "Premises" shall mean the real estate located at 1000 North Main Street, Dover, New Hampshire, together with all fixtures, improvements and contents thereof, as more fully described in the Schedule A attached hereto and incorporated herein by reference. "State" shall mean the State of New Hampshire, its agencies, departments, divisions, offices, boards, commissions, committees, and any other entity acting on behalf of the State. "Lessee" shall mean King's Power, LLC, a New Hampshire limited liability company. "Lessor" shall mean the State. "Lease" shall mean the lease hereinafter described. "Term" shall mean the term of the lease hereinafter described. "Schedules" shall mean the schedules attached hereto and incorporated herein by reference. "Agreement" shall mean this lease and the schedules attached hereto and incorporated herein by reference.

1.2. The premises shall be leased to the lessee for the term of five (5) years, commencing on the date hereof and ending on the date that is five (5) years after the date hereof, unless sooner terminated in accordance with the terms and conditions hereof. The lessee shall have the right to renew the lease for one (1) year, subject to the right of the lessor to terminate the lease on the date that is one (1) year after the date that is five (5) years after the date hereof, unless sooner terminated in accordance with the terms and conditions hereof. The lessee shall have the right to terminate the lease on the date that is one (1) year after the date that is five (5) years after the date hereof, unless sooner terminated in accordance with the terms and conditions hereof.



LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 7th day of February, 2022 between

Farley White Pease, LLC, a New Hampshire limited liability company

c/o Farley White Management Company, LLC

155 Federal Street, Suite 1800, Boston, MA 02110

Attention: jpower@farleywhite.com

"Landlord"

and

Workwear Outfitters, LLC., a Delaware limited liability company

c/o Workwear Outfitters

545 Marriott Drive, Nashville, TN 37214

Attention: Nigel Hodge (nigel.hodge@wwof.com)

"Tenant"

In consideration of the rents to be paid and the agreements to be performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises hereinafter described for the term and upon the terms and conditions set forth herein.

ARTICLE I
PROPERTY AND USE

1.1 Premises. Landlord hereby leases to Tenant 13,901 square feet of Rentable Area (as hereinafter defined) on the third floor, located as shown on the floor plans attached hereto as Exhibit A (the "Premises") within the Building known as 100 Arboretum Drive (as the same may be expanded from time to time, the "Building") on land in the Town of Newington, County of Rockingham, and State of New Hampshire (the "Land"), together with the right in common with others, to use the driveways, access ways, parking areas, sidewalks, and other facilities located on the Land which serve the Building, together with unlimited access to and usage of the Building's loading dock and freight elevator in cooperation with other tenants, as the same may be modified from time to time as permitted by this Lease.

The Premises extend from the top surface of the subfloor to the bottom surface of the ceiling, but do not include exterior faces of exterior walls and exterior window glass, anything beyond the interior face of demising walls, and pipes, ducts, conduits, wires and fixtures serving other parts of the Building; provided, however, that Tenant shall have the right to use the space, if any, between the top surface of the ceiling and the bottom surface of the floor slab of the floor

2.4.2022
(CW)

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *PEB*
RE: Contract Reports
DATE: April 11, 2022

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

1. Project Name: Northshore Magazine
Board Authority: Director Ferrini
PDA Obligation: \$2,300.00
Summary: Advertisement in the Northshore Magazine for Pease Golf Course

2. Project Name: Lakes Region Environmental
Board Authority: Director Ferrini
PDA Obligation: \$2,683.85
Summary: Skyhaven – Annual NHDES Fuel System Inspection on Two (2) Underground Fuel Storage Systems including changing One (1) Avgas Filter & Gasket

3. Project Name: U.S. Smoke & Fire
Board Authority: Director Ferrini
PDA Obligation: \$9,810.00
Summary: New smoke curtains in the terminal require annual preventative maintenance inspections (this is a three year contract)

northshore

MAGAZINE

2022 Insertion Order # 19092

Strategic Media Manager
 Lauria Strazzero
 lstrazzero@northshoremag.com

Advertiser:
 Pease Golf Course
 #90929

Billing Address:
 Pease Golf Course
 Scott Devito
 200 Grafton Drive
 Portsmouth, NH 3801

Please sign in the box below to reserve space.

Representative Lauria Strazzero	Date 03/24/2022	Customer Signature Scott Devito	Date
--	---------------------------	--	-------------

Publication	Issue	Frequency	Ad Size	Premium Position	Section	Material Due Date	Gross	Total Discount	Barter Net
Northshore Magazine	May Northshore 2022	1x	1/2 H		Display	04/08/2022	\$3,500.00	(\$1,200.00)	\$0.00 \$2,300.00
Print Advertisements									\$0.00 \$2,300.00

Total Cash Due: \$2,300.00

RMS

Pease Golf Course
#90929
200 Grafton Drive
Portsmouth, NH 3801

PAGE #2

Contract Number: 19092

Terms and Conditions for Pease Golf Course

This insertion order, including price and any and all offers contained within, will expire if not returned signed in 15 days. This contract is valid for **ONE YEAR** from the month of the 1st insertion and all insertions must be run within that time period. Payment terms are payment due upon signature of the agreement with check or credit card made payable to RMS Media Group, Inc. If any payment is made by a credit card, the advertiser authorizes RMS Media Group, Inc. to charge all payments to a credit card. Charges will be applied consistently with the deadline schedule set forth in the current rate card. RMS Media Group, Inc. cannot be held responsible after the advertisement has been approved by the advertising client. RMS Media Group, Inc. will not be held bound by conditions oral or otherwise which conflict with, or are not represented in this agreement. RMS Media Group, Inc. (the Publisher) agrees to insert the ad(s) indicated above in the designated media for the advertising client upon payment in full. Failure to submit all ad content by the indicated, agreed deadline and/ or advertising clients decision to withdraw the ad(s) will result in forfeiture of payment(s). Ad design fees may apply, pursuant to the rate card. Submission of any advertisement, insertion order, space reservation, or position commitment shall constitute acceptance of the General Terms and Conditions of the Magazine's rate card.

Cancellation of scheduled advertisements cannot be made after Magazines published space commitment deadline.

Cancellations made prior to the commitment deadline will be subject to a short-rate. Acceptance of this agreement for position, artwork, and contract term may be made only by the Publisher.

FINAL AGREEMENT OF THIS ORDER FOR PUBLICATION IS SUBJECT TO THE APPROVAL OF RMS MEDIA GROUP'S ACCOUNTING CONTROLLER. FINAL APPROVAL INCLUDING RATE, PRICE, BILLING, TRADE, AND PAST DUE BALANCE INCLUDING SUPPORTING DOCUMENTS (CREDIT APPLICATION, PAYMENT HISTORY, ETC.) MAY ONLY BE MADE BY THE ACCOUNTING CONTROLLER AND MAY REJECT THE IO FOR ANY OTHER REASON EVEN THOUGH PREVIOUSLY AGREED TO BY THE SALESPERSON, PUBLISHER, AND SIGNED BY THE CLIENT.



PARTNERSHIP, MARKETING & REVENUE GENERATION OPPORTUNITIES



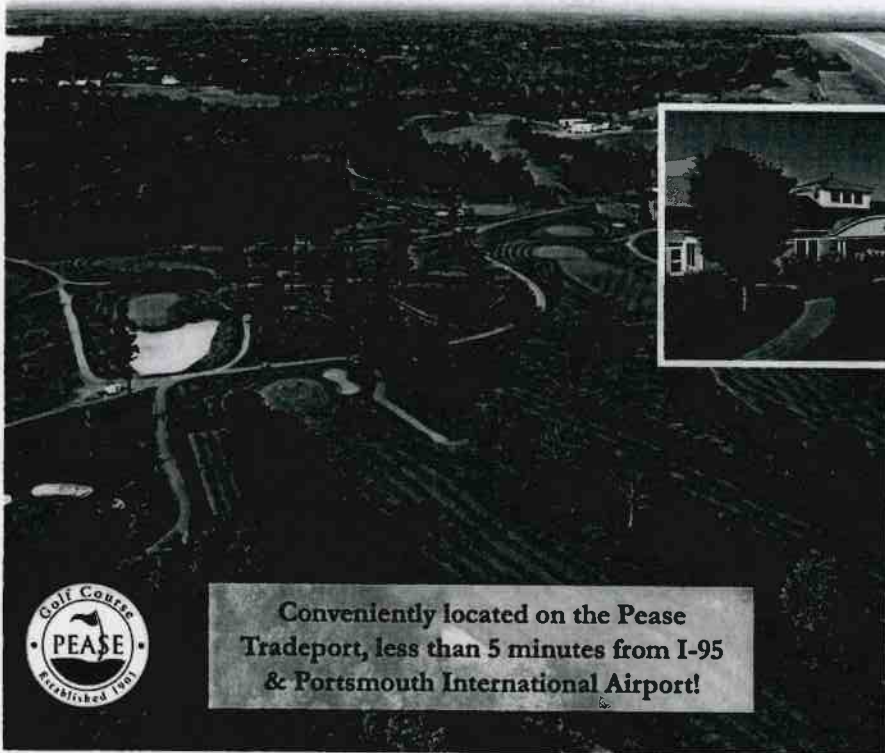
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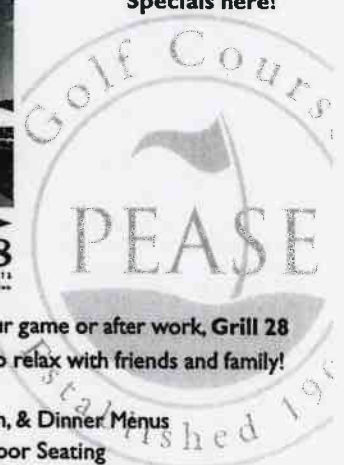
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Conveniently located on the Pease Tradeport, less than 5 minutes from I-95 & Portsmouth International Airport!

LAKES REGION ENVIRONMENTAL

Fuel System Specialists & Equipment

P.O. Box 1236

Belmont, NH 03220

Phone (603) 267-7000 Fax (603) 267-8039

Work Authorization

Skyhaven Airport

Rochester, N.H. #9184

TO:

Pease Development Authority
55 International Drive
Portsmouth, N.H. 03831

PROJECT/SITES:

Skyhaven Airport (Fixed Base Fueling Facility)
238 Rochester Hill Road
Rochester, New Hampshire
UST ID: # 0-110015 / DES ID: # 199210015
(DES Tanks: #3 & #4)

DATE OF ORDER	DESCRIPTION OF WORK	WORK ORDER START DATE
March 24, 2022	Annual Fuel System Inspection (April-2022)	TBT

Work Scope: Perform an Annual Inspection on Two (2) Underground Fuel Storage Tanks, per NHDES Env-Or 400 including changing one (1) Avgas filter "Only" on the fixed base aviation fueling systems. The following includes labor, travel and materials specified below;

1. Sump the Avgas filter vessel to inspect for the "Clear & Bright" test.
2. Drain the Avgas filter vessel to remove filter for replacement.
3. Remove Avgas filter, inspect the interior for signs of contamination, lining failure, or other detrimental conditions.
4. Clean filter vessel and install a new element on the Avgas system.
5. Install 7th Edition absorptive element on the Avgas system.
6. Remove, inspect Avgas system and clean inlet strainers and nozzle (cone) screens.
7. Extend Avgas system hoses to check for wear, cracks, cuts and/or other condition(s), which would comprise its integrity, including the hose reels.
8. Check Avgas system pumps motor for proper operation, drive coupling and lubrication.
9. Inspect Avgas system for proper operation of valves, deadman, safety devices, static reels / cables and/or other components.
10. Open and inspect the interior of the 10,000-gallon underground Avgas tank, only components, floating suction, test cable, drop tube, thief pump suction tubes and physical condition of the tank's interior liner
11. Clean and inspect the Avgas & Jet fill containment manholes, (spill buckets).
12. Remove and inspect Avgas & Jet the (overflow protection devices) verify their operation and the required settings at 90% warning 95% shut off levels (mechanical and/or electronic) per Env-Or 400.
13. Do a visual inspection on the Avgas & Jet piping, valves and operation.
14. Re-circulate Avgas fuel system into tank, check for proper operation of system.
15. Check tank Avgas & Jet vents and cap, verify proper operation and vapor recovery (stage 1 only)
16. Verify the Avgas & Jet interstitial space is free from liquids and sensor is working.
17. Open Avgas & Jet piping containment sumps at the tank and/or intermediate sumps to do a visual inspection on the piping and check sumps for liquids.
18. Perform an annual Avgas & Jet fuel tank leak monitor test, per New Hampshire Department of Environmental Services Env-Or 400 & EPA regulations verify all leak sensors and liquid level probes are working properly including the leak monitor console for (visual and audible alarms) including the remote annunciators.
19. Verify Avgas & Jet product grade, no smoking and flammable, overfill sign, max fill height are clearly posted.

20. Permits to operate and/or UST certificates, ABC training form, monthly inspections, inventory control records, vapor recovery, corrosion protection testing & documents results, registration form, financial responsibility supplied by owner.
21. Test automatic line leak detectors (check operation mechanical and/or electronic for pressurized line only).
22. Test & Calibrate the Avgas meter per NH Division of Weights & Measures annual regulations, as needed.

Materials Included

- Furnish & Install one (1) Avgas Filters Facet FG-O-614-7 is included
- Furnish & Install one (1) Filter Vessel Gasket 689552 is included
- Supply cleaning materials for the inspection process
- Tank manway gaskets as required
- Fuel pump gear reducers oil's and lubricates
- Equipment, tools and safety equipment for inspections and repairs
- Miscellaneous aviation seals, gaskets, heater light bulbs for inspection

Items Included for above:

- Inspections by a Certified ICC Tank Technician & ABC Operator, per NHDES
- Lakes Region Environmental will prepare a Health and Safety Plan for their employees, including Confine Space Permits as required per OSHA 29CFR 1910.146
- Provide a written report & ATA 103 reports of our findings and /or recommendations to the owner.
- Including the annual & triennial testing forms for NHDES data base.

Items not Included:

- Inspection & Replacement of the "Jet A" System & Filters, is not included
- Major fuel system components mechanical and/or electronic not specified.
- Labor & tank fittings and/ or any materials, (mechanical or electronics) not specified above.
- Any parts or materials required will be at cost plus 25%
- Welding equipment, materials and personnel.
- Over runs do to weather conditions, additional work and/or flight line equipment
- Tank Cleaning & Disposal of any kind is not included.
- Any special permits or personnel for escorts and parking.
- Permits to operate, tank certificates, monthly inspections, spill response guidelines, List of Class-C operators, *(are clearly posted at each facility)*
- Over runs due to severe weather conditions, including travel and/or cancellations

Transportation & Disposal of liquids

- | | |
|--|-----------------------------|
| • 55 Gallon Drum (Supply, Fill, No Disposal) | \$ 100.00/each |
| • 55 Gallon Drum (Supply, Fill, Disposal) | <i>(Quoted per request)</i> |

Any additional work not listed above that may require and/ or materials will be charged extra to the contract. Signed approvals will be needed before work is started & completed

We Propose hereby to furnish materials and labor-complete in accordance with above specifications, for the sum of; Base Price: \$ 2,683.85 - Annual NHDES Fuel System Inspection on Two (2) Underground Fuel Storage Systems including changing One (1) Avgas Filter & Gasket
**Including Calibrating the (Avgas Fuel Pump) per NH Division of Weights & Measures

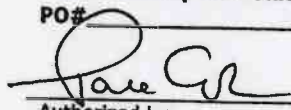
*Plus, any additional work and/or materials are not included in the base price:
(Due to the industry material volatility Quote is valid for 15-days from date above)*

Balance Due Upon Completion / Net 30

Please sign the acceptance form below:
NOTE: (THIS IS NOT AN INVOICE)

Pease Development Authority-Skyhaven Airport
PO# _____

John J. Paradise
Project Manager /Scheduling
Lakes Region Environmental
Fuel System Specialist & Equipment

 3/28/2022
Authorized by: Date:
Paul E. Brean Executive Director
Print: Title:

Work Authorization #9184

Skyhaven Airport
Rochester, New Hampshire
Annual NHDES Fuel System Inspections w/ Filter Change-(April-2022)



U.S. SMOKE & FIRE®

U.S. CARE®

PREVENTATIVE MAINTENANCE SERVICE

Date: April 8, 2022

Prepared for:

Title:

Company: PEASE DEVELOPMENT AUTHORITY

Project Name: Portsmouth International Airport

City: Portsmouth State: NH

Dear: ,

The following amount is the price for your electrical and mechanical inspection.

NUMBER OF GROUP CONTROL PANELS (CPs)	1
SERVICE VISIT TOTAL	\$3,270

(Excludes the cost of any additional parts provided during the service visit -- to be on separate T&M form)

Under this agreement, U.S. CARE® will perform the following 36 point electrical and mechanical service on your U.S. Smoke & Fire curtain product annually.

- | | |
|---|--|
| 1 Check all fuses | 19 Spray anti-static printed circuit board (PCB) |
| 2 Check back-up power supply | 20 Spray PCB Board for dust collection |
| 3 Check MC supply in / out at CP- retracted state | 21 Test override & Test grounds |
| 4 Check MC supply in / out at CP at deployment | 22 Check accessible wiring terminations |
| 5 Check MC supply in / out at MC - retracted state | 23 Grease all contacts |
| 6 Check MC supply in / out at MC at deployment | 24 Lubricate side rails & housing check for obstruction |
| 7 Check motor supply in / out at MC out | 25 Adjust curtain fabric tabs and bottom bar |
| 8 Check line voltage supply in / out | 26 Inspect curtain fabric, push buttons, and bottom bars for damage |
| 9 Check transformed voltage & transformer - retracted state | 27 Bottom Bar Fabric slack removed |
| 10 Check transformed voltage & transformer at deployment | 28 Obstruction Bar Bent |
| 11 Check voltage at IOI at CP - retracted state | 29 Obstruction of Headbox |
| 12 Check voltage at IOI at CP at deployment | 30 Obstruction of side rails |
| 13 Check loop voltage for short degradation | 31 Apply fire coating as necessary |
| 14 Test key switch contact to fire alarm circuit | 32 Cycle curtain system for efficient and safe operation per NFPA 3 guidelines |
| 15 Check delayed reset control | 33 Video / photograph - Curtain drop test |
| 16 Check mains failure, all trouble lights & annunciator | 34 Video / photograph - Curtain open |
| 17 Check (Bldg. Mgmt. System) BMS | 35 Video / photograph - Curtain deploy |
| 18 Spray anti-static printed circuit board (PCB) | 36 Video / photograph - Curtain close |

All work to be done at day hours with GCP Maintenance key. There is no need to call out fire alarm system.



U.S. SMOKE & FIRE®

If there are any parts that will require replacement upon testing at the time of visit only, the technician(s) will change the component to include labor at the prices listed below for US Care® electrical components per the preventative maintenance rates.

Component	Description	Each
MOTOR	Motor	\$ 2,870.00
CP	Control Panel	\$ 2,570.00
MC/IOI BOARD	Motor Control/IOI Board	\$ 1,975.00
KEYSWITCH	GCP Keyswitch	\$ 475.00
EUB	Push Button to Raise Curtain (ea.)	\$ 320.00
BATTERY	NP7-12 batteries may be purchased at www.amazon.com	LINK

U.S. Care® will arrange a separate Time & Materials appointment for any service that needs to be performed outside the scope of this preventative maintenance agreement or any components that may be replaced on site.

PRICING FOR ANNUAL SERVICE:

2022: \$3,270
 2023: \$3,270
 2024: \$3,270

PAYMENT TERMS: One hundred percent (100%) due upon completion of work per annum.


EXCLUDED: Sales Tax

VALIDITY OF QUOTE: Ninety (90) days

CANCELLATION FEE: If the agreement is cancelled before the three years are over, the fee is \$3,270

Respectfully Submitted,

The U.S. Care® Team
 Questions, please email uscare@ussmokeandfire.com

Approval by Authorized Signature	
Please Print Name	PAUL BREAN
Please Print Title	PDA EXECUTIVE DIRECTOR



U.S. SMOKE & FIRE®

**U.S. SMOKE & FIRE CORP
TERMS AND CONDITIONS OF SALE**

All quotations, proposals and sales by U.S. SMOKE & FIRE CORP (the "Seller") herein after known as "U.S. SMOKE & FIRE" of products and services ("Products") to any person or entity purchasing the same (the "Buyer"), are subject to the following terms and conditions, all of which the Buyer expressly accepts and agrees to upon accepting any proposal for sale of Products or service of Products.

1. **Limitation of Liability.** Seller shall not be liable to Buyer for any indirect, special, incidental, consequential or punitive damages, regardless of whether based on contract, tort, breach of warranty, strict liability, or other legal theory.
2. **Late Charge.** If any amount is not paid by Buyer within thirty (30) days of receiving an invoice from Seller. During the continuance while the amount invoiced by Seller remains unpaid, interest on the unpaid amount shall accrue at the rate of eighteen percent (18%) per annum applied on a per diem basis until the unpaid amount is paid in full. The foregoing shall not be construed as a waiver by Seller of its right to pursue any other remedies available to it.

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Honeywell International, Inc. ("Honeywell") of Manchester, NH in an amount not to exceed \$89,420.00, to replace 110 airport badge readers and 2,000 badges; all in accordance with the memorandum of Ed Pottberg, Airport Security Administrator, dated April 12, 2022, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Honeywell is the provider of the airport's primary access control, video and audio systems, which is a proprietary closed system.

**Note: 5 Affirmative Votes Required
Roll Call Vote**

N:\RESOLVES\2022\Honeywell Badge Readers and Badges 4-21-2022

Memo

To: Chasen Congreves, Manager of Airport Administrator

CC: Paul Brean, Executive Director

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



Date: 4/12/2022

Re: Airport Badge Readers & Media Replacement

The current badge readers and badge media used for airfield and terminal access are operating on 20 year old technology which is beyond its lifecycle. To bring the badge readers and badge media to current technology and meet PDA and TSA's security initiatives, I am requesting the Pease Development Authority contract with Honeywell Inc. for \$89,420 to replace 110 readers and 2,000 badges.

At the April 21 meeting of the Board, please request authorization to contract with Honeywell Inc. to replace the outdated badged readers and associated equipment. Please reference the attached quote for further information. Thank you for your consideration.

Honeywell International

68 Darin Drive
Augusta, Maine 04330

Honeywell
Firm Quotation

Customer: Pease Development Authority

Date of Issue: 4/12/22

Address: 55 International Drive
Portsmouth, NH 03801

Quotation #: 221202
Quote Type: EWO Quote

Attn: Ed Pottberg

Site Name: Port Airport

WORK TO BE PERFORMED

Provide material listed below. No installation labor above 70 hrs. included nor implied. Remaining punch list items hours to be supported by hours contract.

MATERIALS

- Qty (110) Hon Part t# OS40K00NKS HID Part # 40KNKS-00-000000-H001 - Honeywell/HID Access Card Reader
- Qty (2000) Reader Card HID Part # 5005PGGNN Honeywell/HID Access Card

ADDITIONAL CLARIFICATIONS / EXCLUSIONS

- WORK SHALL BE PERFORMED DURING NORMAL WORKING HOURS OF 7:30 AM – 4:30 PM (MODAY-FRIDAY)
- PRICING INCLUDES NEW SMART CARD DATABASE SUPPORT OF 8HRS.
- PRICING INCLUDES 8HRS OF SUPPORT TO DEVLEOP DOOR CARD ACCESS CO PLAN. FIRST DOOR TO BE CHOSEN BY PEASE DEVELOPMENT AUTHORITY FOR CO DEVELOPMENT PLAN.
- PRICING INCLUDES NO MORE THAN TWO DAYS OF MAIN TERMINAL CARD READER CO SUPPORT (2 TECHS) 40 HRS TOTAL.
- DOES NOT INLCLUDE MORE THAN 12HRS TO PROGRAM FIRST 4 REMOTE GATE CARD READERS 13,16 26, & P2.
- ABOVE PRICING REQUIRES TWO ELECTRICIANS FROM PEASE DEVELOPMENT TO WORK WITH HONEYWELL TECHS TO SUPPORT CARD CO. ALSO A TWO-DAY DOOR CO PLAN TO BE PROVIDED BY PEASE DEVELOPMENT AUTHORITY FOR MAIN TERMINAL CARD READER CHANGE OVER PLANNING.
- NEW CARDS PROGRAMING AND ALLOCATION THE RESPONSIBILTY OF PEASE DEVELOPMENT AUTHORITY.
- DOES NOT INCLUDE ADDITIONAL ITEMS OTHERS THAN THE ONES DESCRIBED ABOVE.

TERMS AND CONDITIONS OF SALE

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

All for the sum of: Eighty-Nine Thousand Four Hundred Twenty-----00/100 (\$89,420.00) Dollars

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

THIS PROPOSAL is valid for 30 days.

THIS PROPOSAL IS HEREBY ACCEPTED:

(Purchaser)

By: _____

Title _____

Date _____

PO # / Credit Card # _____

HONEYWELL INTERNATIONAL INC.

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

By Brice LeBlanc

Brice LeBlanc
Project Manager

MOTION

Director Fournier:

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

- (1) accept on behalf of the PDA a Federal Aviation Administration ("FAA") Grant Offer of AIP funding up to \$1,103,174.10, for snow removal equipment for Portsmouth International Airport at Pease (PSM);
- (2) accept from New Hampshire Department of Transportation matching funds up to \$61,287.45;
- (3) expend PDA funds up to \$61,287.45;
- (4) award a contract to M-B Companies to purchase a carrier vehicle with integrated high rotary plow for the price of \$685,250.00;
- (5) award a contract to M-B Companies to purchase a carrier vehicle with plow and spreader for the price of \$525,990.00;
- (6) append the Jacobs on-call Master Contract to include the work described in the memo and make appropriate payments; and
- (7) execute any and all documents necessary to receive the grant funds and procure the snow removal equipment as described.

All in accordance with the memorandum from Maria J. Stowell, PE, Manager - Engineering, dated April 11, 2022 and attached hereto.

MEMORANDUM

To: Paul E. Brean, Executive Director *Paul*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: April 11, 2022
Subject: AIP Grant for Snow Removal Equipment, PSM

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

The equipment was advertised for bids that were received on April 4th with four companies responding. The attached tabulation from PDA's consultant, Jacobs Engineering, shows the bid results. Staff recommends an award to the low bidder for the truck with rotary plow. As to the truck with plow and spreader, staff recommends rejecting the low bid due to material deviations from the specifications. FAA agrees with this recommendation.

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

Truck and Blower Purchase	\$ 685,250.00
Truck, Plow and Spreader Purchase	\$ 525,990.00
PDA Administrative Costs	\$ 382.00
Jacobs Engineering Costs	<u>\$ 14,127.00</u>
Total Project Amount	\$1,225,749.00

PDA would be responsible to cover 5% (\$61,287.45) of the total cost with FAA funding 90% (\$1,103,174.10) and NHDOT contributing 5%.

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

1. Accept up to \$1,103,174.10 in AIP funding;
2. Accept up to \$61,287.45 in matching funds from NHDOT;
3. Spend up to \$61,287.45 of PDA funds;

4. Award contracts to M-B Companies to purchase a carrier vehicle with integrated high rotary plow for the price of \$685,250.00 and a carrier vehicle with plow and spreader for the price of \$525,990.00:
5. Append the Jacobs on-call Master Contract to include the work described in this memo and make appropriate payments; and,
6. Execute any and all documents necessary to receive funds and procure the snow removal equipment as described.



Jacobs No: E2X90504
AIP No.: 3-33-0016-TBD-2022
Subject: Tabulation of Bid Values
Date/Time: 4/4/2022 @ 10:00 AM
Airport: Portsmouth International at Pease
Project: Purchase SRE Equipment - (1) Carrier Vehicle w/ Integrated High-Speed Rotary Plow & (1) Carrier Vehicle w/ Plow & Spreader

Prepared by: J. Pelletier
 Reviewed by: _____

BASE BID ITEM NO.	DESCRIPTION	BID QTY	UNIT	MB Companies		Wausau Equipment		Fortbrand		Oshkosh	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Snow Removal Equipment (SRE) - Carrier Vehicle w/ Integrated High-Speed Rotary Plow	1	LS	\$685,250.00	\$ 685,250.00	\$765,209.00	\$ 765,209.00	\$855,000.00	\$ 855,000.00	\$702,400.00	\$ 702,400.00
2	Snow Removal Equipment (SRE) - Carrier Vehicle w/ Plow & Spreader	1	LS	\$525,990.00	\$ 525,990.00	\$392,260.00	\$ 392,260.00	No Bid	\$ -	No Bid	\$ -
				Total Bid	\$ 1,211,240.00	Total Bid	\$ 1,157,469.00	Total Bid	\$ 855,000.00	Total Bid	\$ 702,400.00

MOTION

Director Lamson:

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

- (1) contract with Pike Industries to provide all labor, materials, and supervision to complete airfield pavement repairs as directed by PDA for a cost of approximately \$163,276.00, along Taxiway “A” and near the North Fuel Farm at the Portsmouth International Airport at Pease (PSM); and
- (2) amend the PDA on-call contract with Hoyle Tanner to authorize the provision of services to complete the airfield pavement repairs described above for a cost not to exceed \$26,481.00.

All in accordance with the memorandum from Chasen Congreves, Manager of Airport Administration, dated April 12, 2022, and attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement to allow PDA to contract with Pike Industries (“Pike”) as it recently completed the Portsmouth

International Airport ('PSM') runway reconstruction project and is still under contract for that work enabling it to mobilize quickly, and as Pike has significant experience at PSM and with FAA airport paving requirements.

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

N:\RESOLVES\2022\Taxiway A Pavement Repair 04-21-22.docx

Memo

To: Paul E. Brean, Executive Director. *PEB*
From: Chasen Congreves, Manager of Airport Administration *CC*
CC: Maria Stowell
Date: 4/11/2022
Re: TWY A Maintenance Repair

The winter freeze/thaw cycles have caused deterioration of some of the Portland Cement Concrete ('PCC') pavement along Taxiway "A" near the terminal. The concrete is spalling and creating a Foreign Object Debris ('FOD') hazard on the airfield. FOD can be devastating to an aircraft's jet engines. Hoyle Tanner, PDA's on call airfield pavement consultant has inspected the area and has offered two alternatives for the repair: 1) replace the PCC in kind; or 2) replace with bituminous pavement. All considered, staff believes bituminous pavement is the best choice at this time. Repair work should commence as soon as the weather allows.

While PDA Maintenance staff perform most of the airfield pavement maintenance work, the extent of this repair requires an outside paving contractor who has equipment for this larger scope of work. Given its location, there are a number of minimum requirements for contractors performing the needed repair work, including: familiarity with working on an active airfield; successful completion of security background checks and training; and, prior experience mixing and laying pavement to meet FAA specifications.

For these reasons, PDA requested a quote for the pavement repair from Pike Industries. Pike recently completed the Portsmouth International Airport ('PSM') runway reconstruction, has significant experience at PSM and with airport paving requirements, and is still under contract to complete minor punch list items so is able to mobilize quickly when this work is authorized.

In addition to the work by Pike, PDA's on-call engineer, Hoyle Tanner, would provide construction oversight including material testing oversight to ensure the work conforms to FAA standards. The quoted costs to complete the repair are:

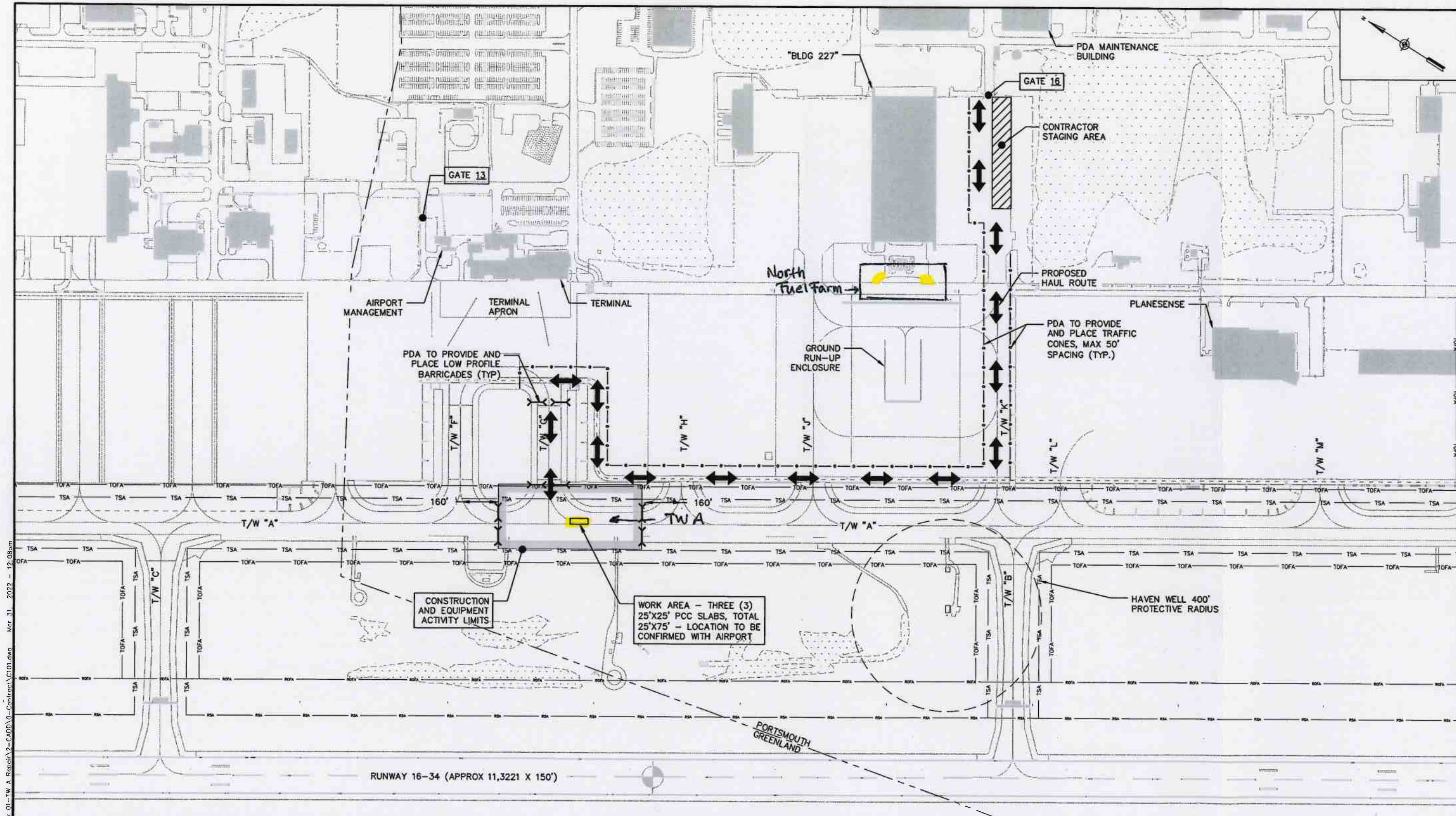
Pike Industries	\$132,760.00
Hoyle Tanner	\$26,481

Airport Operations staff have also observed deteriorating asphalt pavement in the area adjacent to the North Fuel Farm ('NFF'), located midfield. The NFF is leased to Port City Air, however the deteriorating pavement is outside the leasehold. PDA Maintenance can take on the initial work for the repair in this area, however a contractor is needed for the final paving. Staff recommends that Pike accomplish this work as well, while mobilized for the taxiway repair. Pike has submitted a unit cost of asphalt of \$307 per ton for the repair and a mobility cost of \$3,500. We estimate an asphalt quantity of 88 tons, which would mean a final price of approximately \$30,516.

Staff believes these prices are reasonable for the current market and recommends that you seek Board approval to:

1. Authorize Pike Industries to provide all labor, materials, and supervision to complete airfield pavement and North Fuel Farm repairs as directed by PDA for a cost of approximately \$163,276; and,
2. Amend the on-call contract with Hoyle Tanner to authorize the provision of services to complete airfield pavement repairs for a cost not to exceed \$26,481.

In approving this request, the Board would be waiving the requirement for a request for proposal based on the reasons described above. At the April Board of Directors meeting, I request that you seek approval from the Board to complete this work for a total cost of approximately \$189,757.

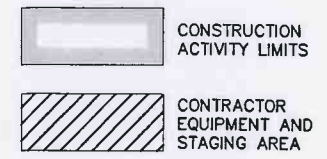
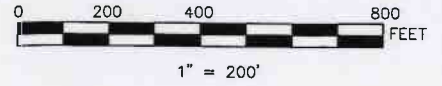


PDA CONSTRUCTION SAFETY AND PHASING (CSPP) NOTES:

1. GATE ACCESS THROUGH GATE 16. STAGING AREA IS INSIDE THE FENCE NEAR GATE 16 AS SHOWN
2. PDA TO PROVIDE AND PLACE BARRICADES AND CONES
3. PDA TO PROVIDE SWEEPER DURING CONSTRUCTION
4. PDA TO PROVIDE FLAGGERS AND ESCORTS
5. THE CONTRACTOR SHALL PROVIDE 4-5 BADGED PERSONNEL, WITH STICKERED VEHICLES TO HELP WITH FLAGGING AND ESCORTS IF NEEDED
6. THE CONTRACTOR WILL REMAIN WITHIN THE HAUL ROUTES AND WORK AREA AS SHOWN

CONSTRUCTION NOTES:

- 7 CALENDAR DAYS TO DO THE PROJECT. CONTRACTOR TO FOLLOW FAA TECHNICAL SPECS, PROVIDED BY THE ENGINEER.
- WORK HOURS ARE 7:00 AM TO 7:00 PM.
- IF CONTAMINANTS ARE DISCOVERED, THE PDA WILL DETERMINE THE ACTION AND/OR REMEDIATION. REMEDIATION WILL BE THE RESPONSIBILITY OF THE PDA.
- PLACE INLET PROTECT IN CATCH BASINS DOWNSTREAM OF WORK AS DIRECTED BY THE PDA AND ENGINEER.
- SAWCUT AND REMOVE EXISTING PCC. SAWCUT IS INCIDENTAL TO THE REMOVAL.
- EXISTING PCC WILL BE DISPOSED OF ON PDA PROPERTY AT THE 165 ARBOREDUM DRIVE FILL SITE, THROUGH GATE 16. NO TESTING NEEDED BY THE CONTRACTOR.
- PLACE P-401 OR P-501 (DECIDED BY PDA) PER FAA SPECIFICATIONS
- ENGINEER WILL TEST COMPACTION OF SUBGRADE AND P-209.
- ENGINEER WILL TEST P-401 AT THE PLANT. AIR VOIDS MUST MEET SPEC.
- ENGINEER WILL NOT TEST FOR COMPACTION, CONTRACTOR SHALL PROVIDE QC COMPACTION RESULTS TO ENGINEER.
- ENGINEER WILL TEST P-501 IN THE FIELD



 HOYLE TANNER <small>PROJECT DESIGNER</small>	<small>150 Elm Street Manchester, NH 03101 www.hoyletanner.com</small> <small>DESIGNED BY: MCR</small> <small>DRAWN BY: TJA</small> <small>TJA</small>
 PORTSMOUTH INTERNATIONAL AIRPORT <small>AT PEASE</small> <small>PORTSMOUTH, NH</small>	
CONSTRUCTION SAFETY AND PHASING PLAN	
<small>REPLACE THREE (25'X25') WIDE PCC PANELS ON TAXIWAY 'A', NEAR TAXIWAY 'G'</small>	
<small>BY:</small>	<small>DATE: MARCH, 2022</small>
<small>DESCRIPTION:</small>	<small>SCALE: AS SHOWN</small>
<small>PROJ. No.: 062899-03</small> <small>FILE: C101</small> <small>APP # N/A</small> DRAWING NO. C1.1	
<small>DO NOT SCALE DRAWING</small> SHEET 1 OF 2	

Drawing name: H:\052899\Pages_Task_Orders\2022\Task_01-TW A Reinfr\2-CADD\0-CAD\01.dwg Mar 31 2022 - 12:08pm

MOTION

Director Parker:

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

1. accept a Congestion Mitigation and Air Quality (CMAQ) Program grant in the amount of \$556,840.62 for construction of a right turn lane on New Hampshire Avenue at its intersection with Pease Boulevard and Arboretum Drive;
2. expend PDA matching funds in the amount of \$139,120.16 for this project;
3. append to the VHB on-call Master Contract to include the design work and \$144,650 fee described in the memo and make appropriate payments thereunder; and
4. execute any and all documents necessary to receive the grant funds.

All in accordance with the memorandum from Michael R. Mates, P.E., –
Engineering Project Manager, dated April 11, 2022 and attached hereto.

MEMORANDUM

To: Paul Brean, PDA Executive Director *fab*
 From: Michael R. Mates, P.E., Engineering Project Manager *MRM*
 Date: April 11, 2022
 Subject: Update: CMAQ Grant for Right Turn Lane on New Hampshire Avenue

In 2019, PDA applied to the NH Department of Transportation (NHDOT) for a Congestion Mitigation and Air Quality (CMAQ) grant to fund the design and construction of a right turn lane on New Hampshire Avenue at its intersection with Pease Boulevard and Arboretum Drive. In 2020, NHDOT notified us that our project was eligible for funding and the PDA Board authorized the Executive Director to accept the grant and to expend the required 20% matching funds. Later that year, NHDOT and PDA worked out the municipal agreement for this project and costs were adjusted at that time for inflation over two years.

As we worked through the CMAQ process VHB, our on call transportation engineer, prepared a scope and fee for the design of the project. Upon completion of the scope and fee negotiation, we realized VHB's fee of \$144,650 was higher than the cost estimate in the agreement. The construction portion was also reviewed and found to be out of date. Due to pandemic, inflation, labor, and supply chain issues construction costs have increased significantly over the past couple years. As such, VHB revisited the cost estimate and the construction cost was increased. NHDOT reviewed VHB's new cost estimates and concurred with the increased costs. Below are the estimates that we developed and adjustments made.

	2019 Application	2020 Agreement	2022
CMAQ 80%	\$320,000.00	\$338,170.88	\$556,840.62
PDA 20%	\$80,000.00	\$84,542.72	\$139,120.16
Total	\$400,000.00	\$422,713.60	\$696,050.78

Included in these costs are the design, construction and engineering fees for construction administration. We will be coming back to the board just prior to construction to request approval of a construction administration contract.

The PDA share of the costs adjusted for current market conditions and administration of the grant will be increasing by \$54,577.44. At the April meeting, please ask the Board to:

1. Accept a grant in the amount of \$556,840.62 in CMAQ funding for construction of a right turn lane on New Hampshire Ave and expend \$139,120.16 in matching PDA funds;
2. Append the VHB on-call Master Contract to include the design work and \$144,650 fee described in this memo and make appropriate payments.
3. Approve the execution of any and all documents necessary to receive the funds.

N:\ENGINEER\Board Memos\2022\CMAQ NH Ave.docx



MOTION

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a contract with Crafc0, Inc. of Chandler, AZ, to purchase one (1) Tow-Behind Crack Sealer, in a total amount not to exceed \$90,766.41; all in accordance with the memorandum from Ken Conley, Fleet Manager dated April 12, 2022, attached hereto.

N:\RESOLVES\2022\ Tow Behind Crack Sealer (PSM) 4-21-22

Memorandum

To: Paul Brean, Executive Director 
From: Ken Conley-Fleet Manager 
Date: 4/12/2022
Subj: Equipment Replacement, Tow-Behind Crack Sealer

This is a request to purchase a Crafcro Tow-Behind Crack Sealer, identified in our FY23 capital budget. Due to delays in materials, the dealer has advised of a six month delivery time. As such, I am requesting authorization to purchase this item immediately as further delays are likely and the expenditure will be due within FY23 as originally projected.

A request for bid was advertised in March, 2022, with the bid openings taking place earlier this month. The Tow-Behind Crack Sealer is funded in the FY2023 Portsmouth International Airport capital schedule. The primary use of this equipment is surface repair at the Portsmouth International Airport as they require extensive upkeep to minimize foreign object debris (FOD). This piece of equipment is our first line of defense against costly jet engine damage by sealing cracks before they generate debris. This unit will serve as a primary replacement to a similar model 1994 Crafcro with untold hours and many costly rebuilds. The 1994 Crafcro being replaced will be **decommissioned** and sold by placing an advertisement for sealed bid sale in the local papers with funds returned to our general fund.

Bid results were as follows:

Crafcro, Inc.	\$90,766.41
6165 West Detroit Street	
Chandler, AZ 85226	

Based on Crafcro, Inc. submitting the only qualified bid, this is to request authorization from the PDA Board of Directors to enter into an agreement to purchase a Tow-Behind Crack Sealer from Crafcro, Inc., for a price not to exceed \$90,766.41.

MOTION

Director Anderson:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into a contract with United AG & Turf of Dover, NH, to purchase one (1) Diesel Tractor with Tow-Behind Mower, in a total amount not to exceed \$131,815.61; all in accordance with the memorandum from Ken Conley, Fleet Manager dated April 12, 2022, attached hereto.

N:\RESOLVES\2022\Diesel Tractor with Tow Behind Mower (PSM) 4-21-22



PEASE
AIRPORT

MANAGEMENT

Memorandum

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

To: Paul Brean, Executive Director *Paul*
From: Ken Conley-Fleet Manager *Ken Conley*
Date: 4/12/2022
Subj: Equipment Replacement, Diesel Tractor w/Tow-Behind Mower

This is a request to purchase a John Deere Diesel Tractor with Tow-Behind Mower, identified in our FY23 capital budget. Due to interruptions in the global supply chain the dealer has advised of a minimum one year delivery period. As such, I am requesting authorization to move forward with this purchase immediately as further delays are likely and our expenditure will be due within FY23 as originally projected.

A request for bids¹ was advertised in March, 2022, with the bid openings taking place earlier this month. The diesel mower is funded in the FY2023 Portsmouth International Airport capital schedule and the primary use of this vehicle is air side mowing at Portsmouth International Airport. This unit will serve as a primary replacement to a 1999 John Deere model 6310 with over 12,000 hours. The 1999 John Deere Tractor being replaced will be serviced and handed down to Skyhaven Airport in Rochester where a 1982 Ford Tractor currently in use will be decommissioned and sold by placing an advertisement for sealed bid sale in the local papers, with funds returned to PDA's general fund.

Bid results were as follows:

United AG & Turf 10 Littleworth Rd Dover, NH 03820	\$131,815.61
James R. Rosencrantz & Sons, In PO Box 130 East Kingston, NH 03827	\$132,657.00

Based on United AG & Turf submitting the lowest qualified bid, this is to request authorization from the PDA Board of Directors, to enter into an agreement to purchase a John Deere Diesel Tractor with Tow-Behind Mower from United AG & Turf., for a price not to exceed \$131,815.61.

¹ Due to an established fleet of 10 John Deere tractor/mowers, operator and maintenance familiarity, in-stock parts for service and repair, and a history of product reliability, PDA requested bids with the John Deere brand specified.

MOTION



Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to purchase one (1) 2023 Chevrolet Silverado from Whiteside Chevrolet of St. Clairsville, OH in a total amount not to exceed \$47,920.00; all in accordance with the memorandum of Ken Conley, Fleet Manager, dated April 12, 2022, 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 vehicle 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 E. Brean, Executive Director 
From: Ken Conley-Fleet Manager 
Date: 4/12/2022
Subj: Operations Vehicle replacement

This is a request to purchase a 2023 Chevrolet Silverado through the current state bid contract with Whiteside Chevrolet of Clairsville, OH, for a price not to exceed \$47,920.00. This vehicle is funded in the FY23 Portsmouth International Airport capital schedule. The primary use of this vehicle will be to support Airfield Operations in its continued monitoring of conditions and activities. The Operations Department has a crucial role in coordinating emergency operations on the field. This vehicle will meet all required performance needs, from airfield snow operations to managing a catastrophic event should it be needed.

This request is funded in the FY23 budget under maintenance vehicle replacement. Due to the arrival of an executive vehicle next month, we have elected to shift an existing vehicle from the Operations Department to Maintenance and allow the new vehicle to be purchased and function within the Operations fleet.

Due to interruptions in the global supply chain, the dealer has advised of a minimum nine (9) month delivery period. This is to request authorization to move forward with the purchase immediately, as further delays are likely and our expenditure will be due within the FY23 originally projected.

(1) One vehicle proposed:

Chevrolet Silverado, NH State Contract \$47,920.00

At the April 21, 2022, PDA Board meeting, please request authorization from the PDA Board of Directors to waive the request for proposal requirement and to enter into an agreement to purchase a 2023 Chevrolet Silverado through the current state bid contract with Whiteside Chevrolet, 50714 National Road, St. Clairsville OH 43950, vendor # 168402, for a price not to exceed \$47,920.00.

MOTION

Director Parker:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into a contract with United AG & Turf of Dover, NH, to purchase one (1) Tow-Behind Mower attachment, in a total amount not to exceed \$11,328.72; all in accordance with the memorandum from Ken Conley, Fleet Manager dated April 12, 2022, attached hereto.

N:\RESOLVES\2022\Mower - Tow Behind (Skyhaven) 4-21-22





PEASE
AIRPORT

MANAGEMENT

Memorandum

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

To: Paul Brean, Executive Director 
From: Ken Conley-Fleet Manager 
Date: 4/12/2022
Subj: Equipment Replacement, Tow-Behind Mower

This is a request to purchase a Tow-Behind Mower attachment, identified in the FY23 capital budget. A request for bid was advertised in March, 2022, with the bid openings taking place this month. The Tow-Behind Mower is funded in the FY2023 Portsmouth International Airport capital schedule and its primary use is air side mowing at the Skyhaven airport. This unit will serve as a primary replacement of a 1994 Woods C114 mower. The 1994 Woods C114 mower being replaced will be decommissioned and sold by placing an advertisement for sealed bid sale in the local papers, with funds returned to PDA's general fund.

Bid results were as follows:

United AG & Turf 10 Littleworth Rd Dover, NH 03820	\$11,328.72
James R. Rosencrantz & Sons, In PO Box 130 East Kingston, NH 03827	\$12,249.00

Based on United AG & Turf submitting the lowest qualified bid, at its April, 2022 meeting please request authorization from the PDA Board of Directors to enter into an agreement to purchase one Tow-Behind mower from United AG & Turf, for a price not to exceed \$11,328.72.

P:\BOARDMTG\2022\Memo Skyhaven hx10 tow behind mower 4-21-22.docx

MOTION

Director Lamson:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into a contract with United AG & Turf of Dover, NH, to purchase one (1) Zero Turn Mower, in a total amount not to exceed \$19,586.73; all in accordance with the memorandum from Ken Conley, Fleet Manager dated April 12, 2022, attached hereto.

N:\RESOLVES\2022\Mower - Zero Turn 4-21-22



PEASE
AIRPORT

36 Airline Ave., Portsmouth, NH 03801
603.433.6536

MANAGEMENT
Memorandum

To: Paul Brean, Executive Director *Paul Brean*
From: Ken Conley-Fleet Manager *Ken Conley*
Date: 4/12/2022
Subj: Equipment Replacement, Zero Turn Mower

This is a request to purchase a John Deere Zero Turn Diesel Mower as identified in our FY22 capital budget. A request for bids¹ was advertised in March, 2022, with the bid openings taking place earlier this month. The diesel mower is funded in the FY2022 Portsmouth International Airport capital schedule.

The primary use of this vehicle is for land side mowing at the Pease Tradeport. This unit will serve as a replacement of a 2006 John Deere model 997 with over 4,200 hours. The 2006 John Deere 997 mower that is being replaced, will be serviced and handed down to Skyhaven Airport in Rochester where a 2005 John Deere 997 mower with 6,000+ hours is currently in use. The 2005 John Deere 997 will be decommissioned and sold by placing an advertisement for sealed bid sale in the local papers, with funds returned to PDA's general fund.

Bid results were as follows:

United AG & Turf 10 Littleworth Rd Dover, NH 03820	\$19,586.73
James R. Rosencrantz & Sons, Inc PO Box 130 East Kingston, NH 03827	\$19,995.00

Based on United AG & Turf submitting the lowest qualified bid, please request authorization from the PDA Board of Directors to enter into an agreement to purchase a Zero Turn Diesel Mower from United AG & Turf, for a price not to exceed \$19,586.73.

¹ Due to an established fleet of 10 John Deere tractor/mowers, operator and maintenance familiarity, in-stock parts for service and repair, and a history of product reliability, PDA requested bids with the John Deere brand specified.

PDA COMMITTEE LISTING – EFFECTIVE April 21, 2022

Standing Committees

Executive Committee

Stephen M. Duprey, **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
Stephen M. Duprey
Staff Contact: Blenkinsop/Stowell

Airport Committee

Stephen M. Duprey, **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
Susan Parker
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**
Stephen M. Duprey
Erik Anderson
Staff Contact: Anzalone

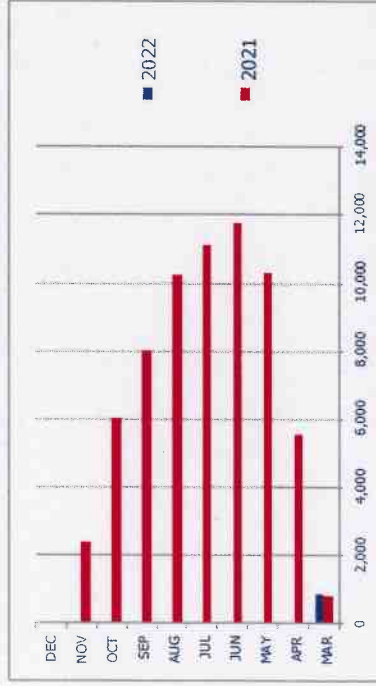
Legal Bill Review

Stephen M. Duprey, **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.

KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)

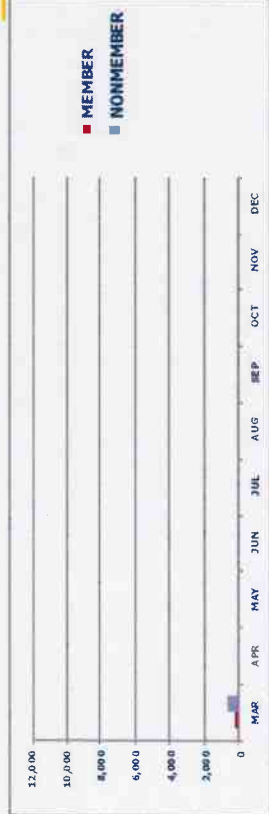


2022 SEASON	2021 SEASON	2020 SEASON
871	66,590	62,315

ROUNDS PLAYED

RAIN DAYS 49 66

2022 MEMBER / NONMEMBER ROUNDS (SEASON)



2022 ROUNDS-SEASON

MEMBER	187
NONMEMBER	684
TOTAL	871

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	\$23,112	23,708	DECEMBER	138,710	71,183
JANUARY	\$24,253	30,626	JANUARY	94,159	77,694
FEBRUARY	\$26,680	23,001	FEBRUARY	109,814	74,967
MARCH	\$23,360	18,258	MARCH	150,980	105,988
APRIL	-	1,032	APRIL	-	134,812
MAY	-	1,062	MAY	-	238,596
JUNE	-	214	JUNE	-	307,875
	\$118,794	\$115,383		\$1,573,855	\$1,855,416

CLUB/ COURSE FUNCTIONS	FY 2022 YTD	FY 2021 YTD
GROUPS 12-40	41,140	25,340
TOURNAMENT PLAY	113,005	103,283
LEAGUES	63,664	56,243
FOOD AND ROOM FEES	165,282	45,636



PEASE
AIRPORT
MANAGEMENT

36 Airline Ave. Portsmouth, NH 03801
603.433.6536

Memorandum

To: Chase Congreves C.M., Manager of Airport Administration *cc*
From: Sandra McDonough, Airport Community Liaison *SM*
Date: 4/11/2022
Subj: Noise Report for March 2022

The Portsmouth International Airport at Pease (PSM) did not receive any noise inquiries for the month of March, 2022. All noise inquiries are reviewed and logged in the airport database. The Pease Development Authority (PDA) regularly tests both the noise inquiry phone line and the noise submission form established on the PDA website and found to be operational.

MEMORANDUM

To: Paul E. Brean, Executive Director *Paul*
From: Maria J. Stowell, P.E., Engineering Manager *Maria*
Date: April 8, 2022
Subject: Land Use Control Amendments

This month the Board will be asked to consider entering into a Development Agreement in Contemplation of Lease ("Agreement") with 165 Arboretum, LLC, a company interested in developing the site at that address. The Agreement lays out a number of matters to be resolved if the development is to take place on the property. One of these matters is the rezoning of the lot from Airport Industrial to Industrial. The memorandum submitted with the Agreement sets forth the rationale for the rezoning and is incorporated herein by reference.

Rezoning this area would require amending the Land Use Controls using procedures adopted by the Board in 1991. In short, a Director or the Executive Director may propose that the Land Use Controls be amended by presenting the complete text of the proposed amendments for a Board vote. If the Board votes to accept the language, a public hearing is scheduled. Only after receiving public comment may the Board vote to accept, reject, or modify the amendment proposal.

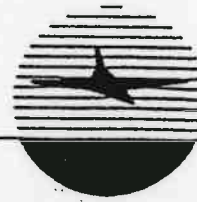
It is the intention of staff to bring to the Board, at a future meeting, zoning amendment language that would rezone approximately 130 acres of land to bring it into the Industrial zone. In round numbers, the 130 acres is comprised of 117 acres from the Airport Industrial Zone, 12 acres from the Airport Zone and 1 acre from the Natural Resource Protection Zone. All of the land under consideration is situated on Arboretum Drive in the Town of Newington and would make the zones consistent on both sides of Arboretum Drive as one heads north to the roundabout.

In addition to the zoning map change, staff will also be proposing minor amendments to other sections of the Land Use Controls that we believe will clarify and be consistent with current practices. These include provisions for project inspections and stormwater treatment that are currently required but not codified.

I have attached the 1991 Board-adopted motion that describes, in more detail, the procedure for enacting Land Use Control Amendments. Also attached is a map showing the areas being considered for rezoning. At this month's Board meeting, please report to the Board on staff intentions to request that the Board commence the process for amending the Land Use Controls as presented.

N:\ENGINEER\Board Memos\2022\Amend LUCs intro.docx

PEASE DEVELOPMENT AUTHORITY



Building 90, Portsmouth & Concord Avenues, Second Floor
(603) 433-6088 Fax: (603) 427-0433 TTY/TDD: 1-800-992-3312
Mailing: Suite 1, 601 Spaulding Turnpike, Portsmouth, New Hampshire 03801-2833

ADOPTED: MAY 20, 1991

MOTION

Move that the following rules be adopted by the PDA to set forth the procedures by which all land use controls and amendments to such controls shall be enacted by the authority:

1. Any director or the executive director may propose the adoption or amendment of a rule or rules by the authority regulating the use of land in the airport district, *i.e.*, a "land use control," by introducing to the board of directors a resolution containing the complete text of such rule or rules and requesting adoption or amendment of such rule or rules by the authority.
2. Upon affirmative vote by at least four (4) directors, the authority shall hold a public hearing to receive public comment on any such resolution prior to voting on the resolution. Such vote shall also determine the date of the hearing. Any decision to hold additional hearings shall also require affirmative votes from at least four (4) directors. The chairman of the board of directors or his or her designee shall conduct all hearings held pursuant to these rules.
3. The required public hearing on each such resolution shall be preceded by the publication of a notice published in a newspaper of general circulation in the Town of Newington and the City of Portsmouth and the posting of such notice in at least two public places, both occurring not less than (10) calendar days prior to the public hearing.
4. Once notice has been published in accordance with Paragraph 3 above, the authority shall accept written comments from the public or other state or local agencies prior to and until the close of any public hearing scheduled pursuant to Paragraph 2 above.
5. The public notice described herein shall contain either the full text of the proposed land use control or an adequate statement describing the proposed land use control and designating a place where the full text is kept on file for public inspection. An official copy of the proposed land use control shall be on display for the public at the meeting place on the date of the meeting.

6. In the adoption, amendment, interpretation or overriding of any land use control, five (5) affirmative votes of the authority shall be required.
7. All rules enacted by the authority pursuant hereto shall be filed in the Rockingham County Registry of Deeds, the Clerk's Office for the Town of Newington, the Clerk's Office for the City of Portsmouth, the New Hampshire Office of State Planning and the New Hampshire Office of Legislative Services.

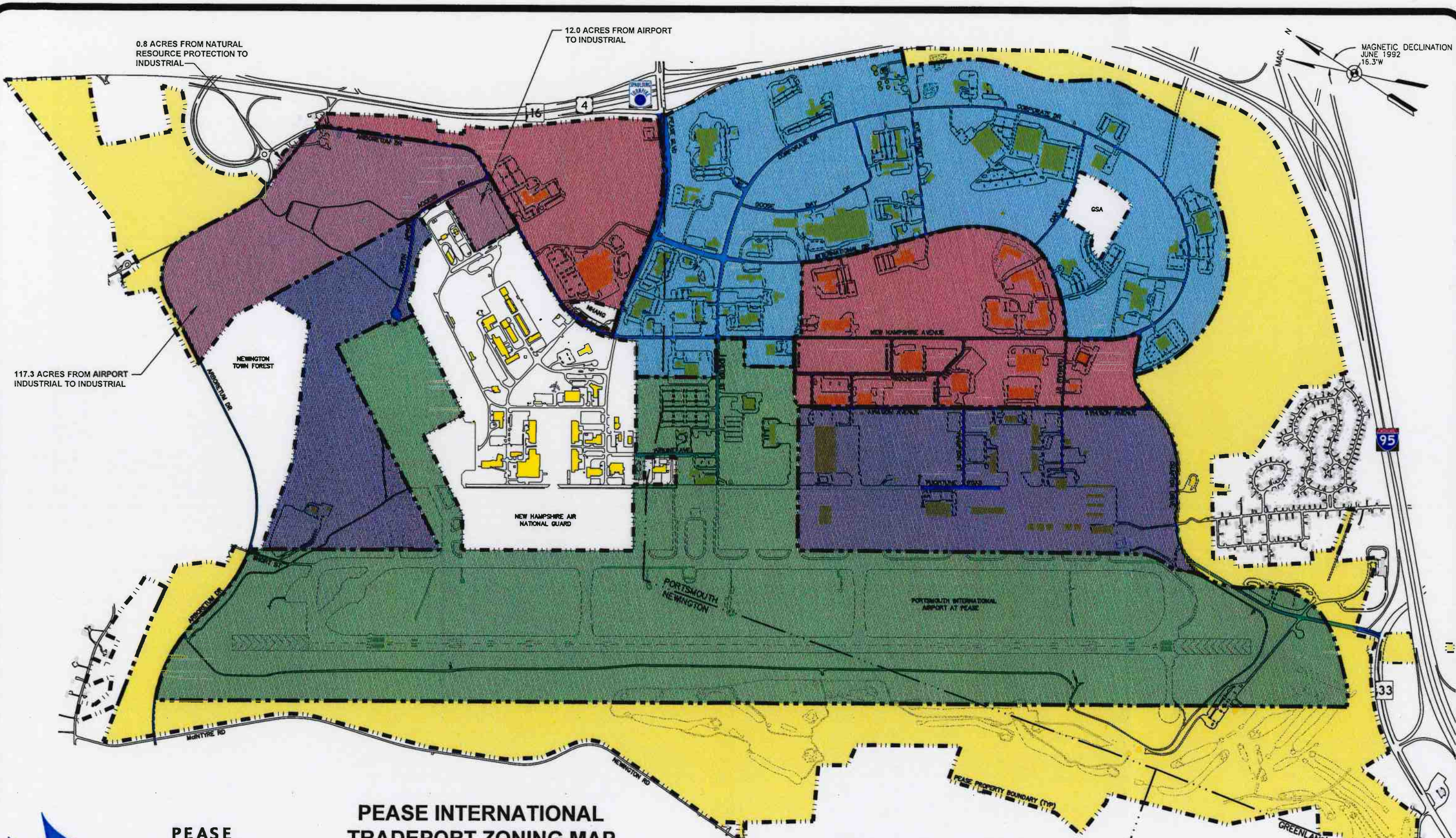
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0.8 ACRES FROM NATURAL RESOURCE PROTECTION TO INDUSTRIAL

12.0 ACRES FROM AIRPORT TO INDUSTRIAL

117.3 ACRES FROM AIRPORT INDUSTRIAL TO INDUSTRIAL

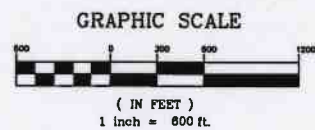
MAGNETIC DECLINATION
JUNE 1992
16.3°W



**PEASE
DEVELOPMENT
AUTHORITY**

55 INTERNATIONAL DRIVE
PORTSMOUTH, NH 03801
Date: 4/1/22 Scale: 1"=600'

PEASE INTERNATIONAL TRADEPORT ZONING MAP



PEASE INTERNATIONAL TRADEPORT ZONES


- | | |
|---------------------|-----------------------------|
| AIRPORT | NATURAL RESOURCE PROTECTION |
| AIRPORT INDUSTRIAL | PROPERTY BOUNDARY |
| INDUSTRIAL | ZONE BOUNDARY |
| BUSINESS/COMMERCIAL | TOWN BOUNDARY |
| NEW INDUSTRIAL | |

MOTION

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to finalize and enter into a Development Agreement in Contemplation of Lease (“Development Agreement”) with 165 Arboretum, LLC regarding potential development on 165 Arboretum Drive, pursuant to the memorandum from Paul E. Brean, Executive Director dated April 12, 2022, attached hereto, and substantially consistent with the terms and conditions set forth in the draft Development Agreement attached thereto.

Memorandum

To: Board of Directors
From: Paul E. Brean, Executive Director 
Date: April 12, 2022
Subj: 165 Arboretum, LLC – Development Agreement

Property at the Pease International Tradeport is subject to the Pease Development Authority's ("PDA") Land Use Controls ("LUC"), which govern how land may be developed. Included within the LUCs is the PDA Zoning Ordinance. The PDA LUCs grew out of the underlying Public Benefit Transfer of the former Pease Air Force Base from the U.S. Air Force to the State of New Hampshire and have their roots in the **Comprehensive Redevelopment Plan** completed in 1990, the Final Environmental Impact Statement completed in 1991 and the Final Supplemental Environmental Impact Statement completed in 1995.

Pursuant to PDA zoning, the Pease International Tradeport is divided into five zones: 1) Airport; 2) Airport Industrial; 3) Industrial; 4) Business/Commercial; and 5) Natural Resource Protection Zone. See Existing PDA Zoning Map attached hereto as **Ex. A**. The first two zones contemplate an aeronautical use, consistent with, and a required element of, the Public Benefit Transfer for the purposes of maintaining a Public Use Airport at Pease. The third and fourth zones permit non-aeronautical commercial development in zones removed from the airfield itself. The Natural Resource Protection zone was established as a buffer area around the first four zones.

PDA is the owner of land consisting of approximately 130+/- acres along Arboretum Drive currently located in the Airport Zone¹, the Airport Industrial Zone, and the Natural Resource Protection Zone of Pease International Tradeport, which land is a portion of the total PDA controlled property not under agreement to any PDA tenant (the "A/I Premises"). See PDA Zoning Map designating the A/I Premises attached hereto as **Ex. B**. In more than thirty (30)

¹ The portion of the Airport Zone for which rezoning is under consideration is commonly referred to as the Bulk Fuel Storage Area consisting of 16+/- acres some of which are located within the NHANG Cantonment Area. The site has been the subject of substantial remedial action by the USAF and is presently subject to a long-term monitoring program by the New Hampshire Department of Environmental Services ("NHDES"). PDA does not presently market this area. The portion within the Natural Resource Protection Zone totals 0.8+/- acres adjacent to the traffic circle. The rezoning, however, will provide for uniformity in adjacent areas and is consistent with the categorization of this property by PDA and the FAA as generating non-aeronautical revenue.

years, and despite the construction of the Spaulding Turnpike Exit 3 Interchange providing direct access, the A/I Premises have not been the subject of a development proposal, in large part due to the restricted zoning of uses requiring an aeronautical nexus even though the A/I Premises does not have any proximate access to the Airport facilities. For comparisons sake, property on the other side of Arboretum Drive located in the Industrial Zone has been developed at 72 Pease Boulevard and 90 & 100 Arboretum Drive, and is home to numerous successful non-aeronautical businesses, which employ hundreds of individuals.

Within the A/I Premises there exists a 12+/- acre parcel with a working address of 165 Arboretum Drive which is of interest to 165 Arboretum LLC, an affiliate of Two International Group (“165 Arboretum” or the “Development Premises”) for development of an industrial use without an aeronautical component. See Plan of Development Premises attached hereto as **Ex. C**. As such, for this potential development to move forward, 165 Arboretum would need to be rezoned from Airport Industrial to Industrial. Staff believes this potential development is consistent with existing Industrial and Business/Commercial development at the Tradeport. However, instead of rezoning just 165 Arboretum Drive, it would be logical to rezone the entire A/I Premises along Arboretum Drive as shown on Ex. B, given they are similarly situated areas. With the foregoing development potential in mind, PDA desires to explore the rezoning of the A/I Premises to Industrial Use without an aeronautical nexus, a process which will involve a cooperative community effort and participation by the Federal Aviation Administration (“FAA”).

In addition to the rezoning issue impacting potential development of 165 Arboretum, the United States Air Force (the “USAF”²) is the holder of an interest in the former Newington Defense Fuel Support Point (DFSP) located on the Piscataqua River in Newington, which interest includes abandoned, underground pipelines that were intended to carry fuel from the DFSP to the former Pease Air Force Base, prior to its closure in 1988. For many years, there has been discussion about the USAF’s desire to remove these underground pipelines, which run, in part, under 165 Arboretum. Despite a number of meetings with stakeholders since 2018, the USAF has not entered into a contract for removal of the DFSP or the pipelines and no definitive agreement among the USAF, NHDOT and NHDES exists for the timing and priority to remove the abandoned components. Should development of 165 Arboretum be possible as a result of rezoning, 165 Arboretum LLC is willing to undertake pipeline removal on the Development Premises, subject to any required approvals.

Furthermore, 165 Arboretum is subject to other development burdens including a Groundwater Management Zone; known asbestos coating the pipeline; and limitations on encroachment into historically sensitive areas in proximity to the pipeline. As a result, the future development of 165 Arboretum requires a substantial expenditure of resources for investigation and planning not presently budgeted by PDA. Additionally, the combined development hurdles of rezoning and pipeline removal are not present on other PDA parcels available for development.

² The term USAF includes any interest of all federal entities, including the Defense Logistics Agency, the Department of Defense and the Air Force Civil Engineering Center, all of whom collectively have a role in the disposition of the DFSP.

With the foregoing in mind, and as an inducement to 165 Arboretum LLC to undertake the potential development of 165 Arboretum, including but not limited to the costs of pursuing rezoning and pipeline removal, the PDA and 165 Arboretum LLC have prepared a Development Agreement In Contemplation of Lease, (“Development Agreement”), which would provide 165 Arboretum LLC with a period of exclusivity to lease the parcel, while it addresses these complex issues. See Development Agreement attached hereto as **Ex. D**. The Development Agreement requires the parties to work cooperatively, but does not obligate the PDA to any expenses, nor create a binding obligation to lease the Development Premises. Given the complexities impacting 165 Arboretum, as described herein, the Development Agreement would be without cost to 165 Arboretum LLC.

At the PDA Board’s April 21, 2022, meeting, I request authority to finalize and enter into the Development Agreement consistent with the above.

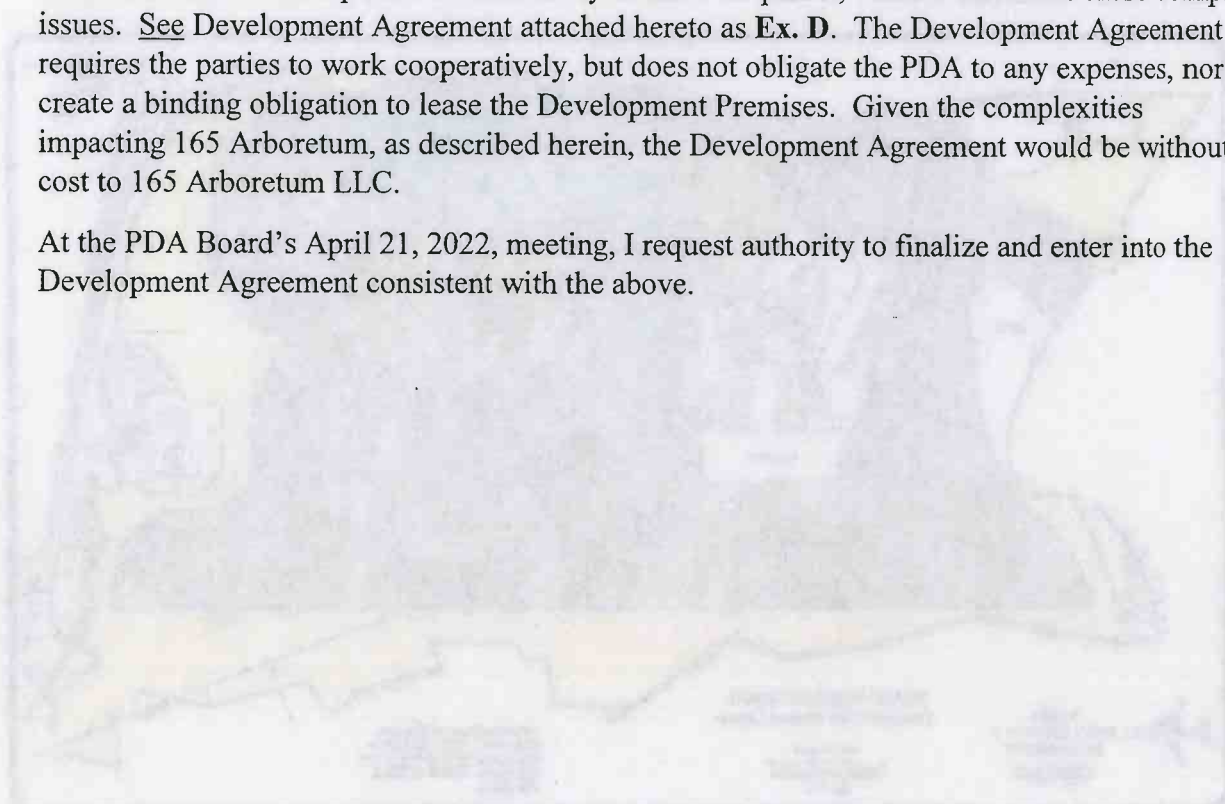


EXHIBIT A

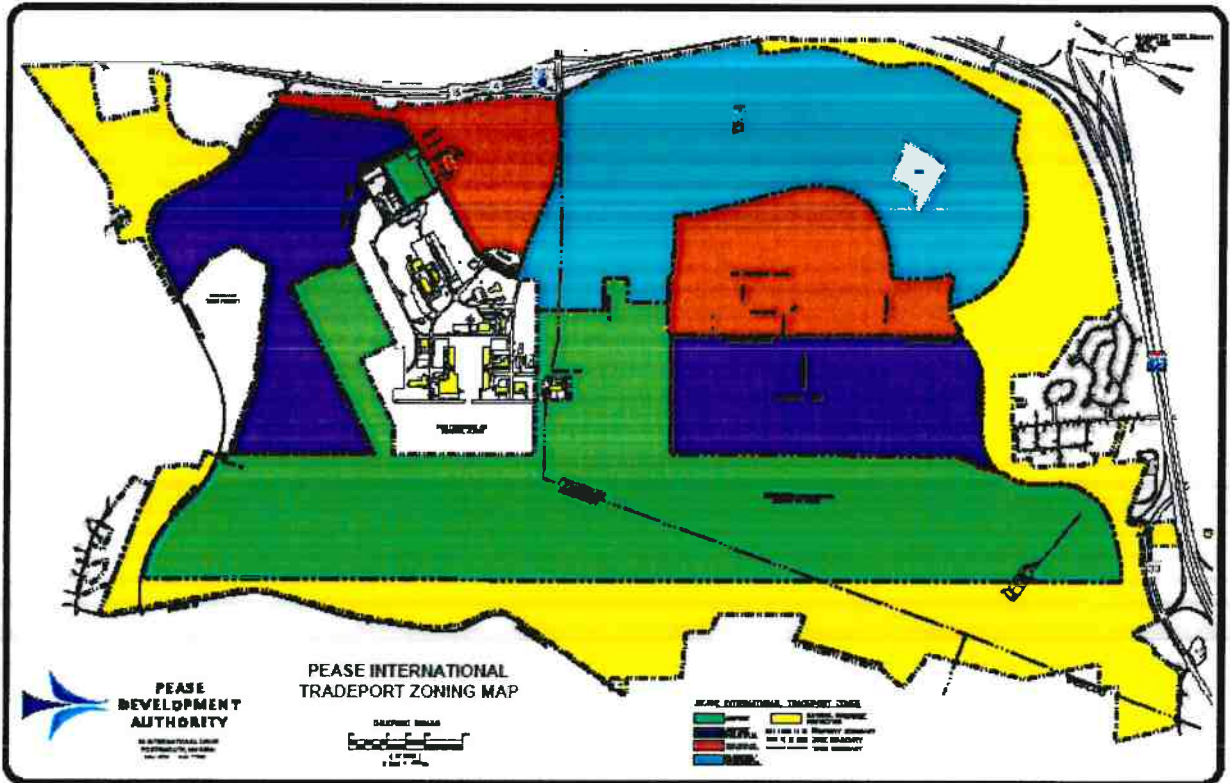


Exhibit B

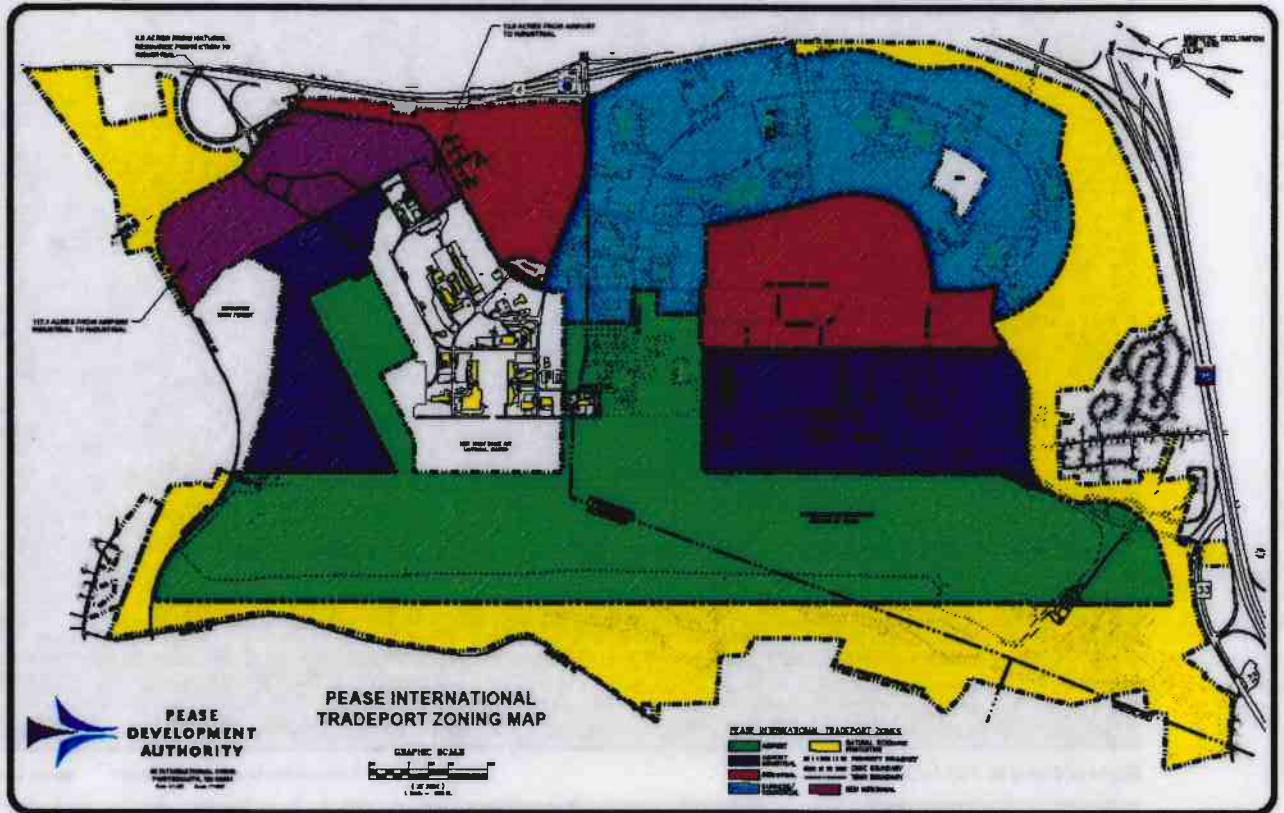


Exhibit C



Right of Entry at 165 Arboretum Drive

DESIGNED BY: MRM DATE: 2/10/22 SCALE: 1"=400'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

EXHIBIT D

DEVELOPMENT AGREEMENT IN CONTEMPLATION OF LEASE

This Development Agreement in Contemplation Lease ("Agreement") is made as of the ____ day of April, 2022 (the "Effective Date") by and between the Pease Development Authority ("PDA" or "Lessor"), an agency of the State of New Hampshire established under NH RSA 12-G and 165 Arboretum LLC, a New Hampshire Limited Liability Company with a principal place of business c/o Two International Group, One New Hampshire Avenue, Portsmouth, NH 03801 ("Developer" or "Lessee"). PDA and Developer may be referred to collectively as the "Parties".

RECITALS

WHEREAS, PDA is the owner of land consisting of approximately 130+/- acres currently located in the Airport Zone¹ (12+/- acres), the Airport Industrial Zone (117.3+/- acres), and the Natural Resource Protection Zone (0.8+/- acres) of Pease International Tradeport, as shown on "Exhibit A", attached hereto, which land is a portion of the total PDA controlled property not under agreement to any PDA tenant (the "A/I Premises"); and

WHEREAS, in more than thirty (30) years, and despite the construction of the Spaulding Turnpike Exit 3 Interchange providing direct access, the A/I Premises have not been the subject of a development proposal, in large part due to the restricted zoning of Airport Industrial uses, requiring an aeronautical nexus even without any proximate access to the Airport facilities ; and

WHEREAS, PDA desires to explore the rezoning of the A/I Premises to Industrial Use without an aeronautical nexus, a process which will involve a cooperative community effort and participation by the Federal Aviation Administration ("FAA"); and

WHEREAS, within the A/I Premises there exists a 12+/- acre parcel with a working address of 165 Arboretum Drive, as shown on "Exhibit B", attached hereto, which is of interest to 165 Arboretum LLC, an affiliate of Two International Group ("165 Arboretum" or the "Development Premises"), for an industrial use without an aeronautical component; and

WHEREAS, the United States Air Force (the "USAF"²) is the holder of an interest in the former Newington Defense Fuel Support Point (DFSP) located on the Piscataqua River in Newington, which interest includes abandoned, underground pipelines that were intended to carry fuel from the DFSP to the former Pease Air Force Base, prior to its closure in 1988; and

¹ The portion of the Airport Zone for which rezoning is under consideration is commonly referred to as the Bulk Fuel Storage Area consisting of 16+/- acres some of which are located within the NHANG Cantonment Area. The site has been the subject of substantial remedial action by the USAF and is presently subject to a long-term monitoring program by the New Hampshire Department of Environmental Services ("NHDES"). PDA does not presently market this area. The rezoning, however, will provide for uniformity in adjacent areas and is consistent with the categorization of this property by PDA and the FAA as generating non-aeronautical revenue.

² For purposes of this Development Agreement, the term USAF includes any interest of all federal entities, including the Defense Logistics Agency, the Department of Defense and the Air Force Civil Engineering Center, all of whom collectively have a role in the disposition of the DFSP.

WHEREAS, despite a number of meetings with stakeholders since 2018 the USAF has not entered into a contract for removal of the DFSP or the pipelines and no definitive agreement among the USAF, NHDOT and NHDES exists for the timing and priority to remove the abandoned components; and

WHEREAS, 165 Arboretum is subject to development burdens including a Groundwater Management Zone; known asbestos surrounding the pipeline; and limitations on encroachment into historically sensitive areas in proximity to the pipeline in an Area of Special Notice; and

WHEREAS, the future development of the A/I Premises in general and 165 Arboretum specifically requires a substantial expenditure of resources for investigation and planning not presently budgeted by PDA; and

NOW, THEREFORE, the Parties agree as set forth below to work cooperatively, but without any obligation for PDA to fund costs and expenses associated with this Agreement and with no binding right or obligation between the Parties to enter into a Lease, as follows:

1. **TERM:** Following execution of this Agreement and for a period of not more than twelve (12) months, the Developer shall have the exclusive right to lease the Development Premises consisting of 12+/- acres. Except as otherwise specifically set forth herein, this Agreement does not grant the Developer a right to access, use or occupy the Development Parcel prior to execution of a Lease Agreement, consistent with the existing PDA lease format and subject to approval of the PDA Board of Directors. Further, this Agreement does not create a legal obligation between the Parties with respect to the Development Premises, beyond the term set forth above, until a Lease Agreement is executed by the Parties.

2. **DEVELOPER OBLIGATIONS:** During the term of the Agreement, the Developer shall undertake and continue with due diligence and at its sole expense all necessary elements of the planning for development of the Development Parcel for its intended use, to include

a) **Environmental Assessment of 165 Arboretum:**

The Premises at 165 Arboretum have an environmentally complex history. Portions of the property were used by the Air Force as a landfill (Landfill 2) reportedly receiving domestic and industrial waste. Landfill 2 was excavated by the USAF and consolidated in Landfill 5, a capped area of approximately 18.5 acres currently subject to post closure maintenance and monitoring by the USAF. Notwithstanding the removal of the Landfill 2 soil and debris, this 165 Arboretum is in an Area of Special Notice ("ASN") and lies within a Groundwater Management Zone which prohibits use of groundwater or any development that will effect groundwater flow. Any excavation or disturbance in the ASN will be subject to review by the USAF, EPA and NHDES to prevent any migration of potential contaminants.

The Developer is required to have a Construction Work Plan in place and to follow the Pease Health and Safety Plan ("HASP") during all excavation activities within the ASN. In addition, a Request for Construction Approval must be filed with the Air Force, through the PDA, no

later than 60 days prior to the anticipated construction start date. This request must include as a minimum, a full description of the proposed construction (plans, specifications, CWP, etc.), and identify the potential for encountering contaminated soil and/or groundwater.

b) **Disposition of Portions of the Defense Fuel Support Point Facility:**

The Premises at **165 Arboretum** are encumbered by two abandoned parallel subsurface fuel lines – one 8 in diameter pipe and one 10 inch diameter pipe- from the now closed DFSP bulk fuel tank farm facility. These pipes are known to be encased in asbestos. Although the DFSP has been inactive since 1991 the status of any soil or groundwater contamination will be investigated and a comprehensive plan, subject to the mutual agreement of PDA, NHDES and the USAF is required in order to assess protocols and a schedule for removal or closure of the pipeline to permit development.

The Premises at 165 Arboretum are being used for the storage of soils and staging of construction or demolition materials, which must remain on site. These stockpiled materials have not been evaluated or assessed. The Developer will be responsible for planning the incorporation of said materials on site within the boundary of the Landfill 5 GMZ consistent with applicable federal and state law and as approved by PDA.

The Premises are also thought to have been used as a shooting range by the USAF.

The Developer acknowledges that Pease International Tradeport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended. The PDA makes no representation as to the environmental condition of 165 Arboretum. The Developer shall be required during the term of this Agreement to complete a Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment subject to an appropriate Right of Entry granted by PDA.

c) **Preservation of identified historic resources:**

In accordance with Section 106 of the National Historic Preservation Act and under control of the New Hampshire Division of Historical Resources, USAF completed a review to determine the presence of Historic Resources. The Developer shall comply with any and all procedures required to avoid and protect these resources, including monitoring by a qualified archeologist.

d) Utility Review and Assessment:

The Developer acknowledges 165 Arboretum is subject to easements and rights-of-way of record and to (i) the Utility Sublease and License Agreement dated July 31, 1992 by and between PDA and Public Service Company of New Hampshire ("PSNH"); (ii) the utility Sublease and License Agreement dated March 23, 1995 by and between PDA and New England Telephone and Telegraph Company ("NETEL"); (iii) the Wastewater Disposal and Water Service Facilities Sublease and License Agreement dated as of January 1, 1993 and amended July 1, 1998 by and between PDA and the City of Portsmouth ("COP") and (iv) and to the Pipeline Easement and Transfer Agreement dated February 13, 2012 by and between PDA, Portland Natural Gas Transmission System and **Maritimes & Northeast Pipeline, L.L.C.**

The Developer shall investigate the **locations and termini** of existing utility lines relative to their location and 165 Arboretum and **identify for PDA its plan for any required extension to existing lines, including a sewer connection.**

The Developer shall investigate with the City of Portsmouth ("COP") the existing 24" water line located on 165 Arboretum and identify for PDA its plan to remove, replace or relocate the line as agreed with COP.

e) Development Planning:

Upon execution of this Agreement, the **Developer will undertake and continue with due diligence at its sole expense, survey, wetlands delineation and mapping, geotechnical exploration and the design and engineering for the anticipated construction of an industrial facility of approximately 180,000+/- square feet in anticipation of a lease of the 165 Arboretum.**

3. **COOPERATIVE OBLIGATIONS:** During the term of the Development Agreement, PDA and the Developer shall work cooperatively but without any obligation for PDA to fund costs and expenses associated with this Agreement, including participation for required public input and review process, to prepare and submit Rezoning of the Airport and A/I Parcel to Industrial Use. The Parties agree that approval of this Agreement is not a commitment to rezone the A/I Premises. Any adoption, amendment, interpretation of any land use control requires a supermajority of five (5) PDA directors:

In the PDA Land Use Controls as **adopted in December 1991, the Airport Industrial Zone** was primarily intended to provide for industrial uses necessitating close proximity to an airport and aviation-related facilities, structures and activities servicing industrial users. The Industrial Zone was intended primarily for industrial uses which do not require access to the Airport. The Industrial Zone has always permitted all uses allowed in the Airport Industrial Zone. The Airport Zone is even more strictly limited to provide for uses associated with operation of an Airport.

Since inception, Pease International Tradeport (the "Tradeport") has not attracted a substantial number of industrial users and the Industrial Zone has, for the most part, developed similarly to

the Airport Business and Commercial Zone, development supported by the PDA Board of Directors in a Land Use Control amendment to permit professional offices (an office for the practice of medicine, dentistry, law, accounting, architecture and teaching) within this zone.

The area where the A/I Premises is located has not attracted any long term lease development inquiries, presumably due to the required nexus to incorporate or generate dependency on the Airport. PDA staff has consistently discussed the rezoning of the A/I Premises to Industrial but has not yet undertaken the task.

Although a rezoning of the A/I Premises to Industrial would not have a significant impact on permitted uses, it would increase the size of each development parcel from 5 acres to 10 acres and it does impact how development would be reviewed and approved. At present, the enforcement of land use controls for all property except the Airport and Airport Industrial Zones is delegated to the appropriate land use boards of the Town of Newington and the City of Portsmouth. In the Airport and Airport Industrial Zones the PDA Board of Directors acts as a Planning Board while also approving the underlying business terms of any development. Although development proposals administered by the PDA follow a similar public process as those referred to the municipalities, a rezoning of the A/I Premises, all of which are located in the Town of Newington, would require direct review by the municipality and a specific recommendation to the development applicant and the PDA Board prior to a final decision by the Board.

Notwithstanding the adoption in 1991 by the PDA of a procedure by which all land use controls and amendments to such controls shall be enacted by the PDA, a procedure which does not require individual notices but only publication of the specific proposed changes in a newspaper of general circulation and the posting of such notice in at least two public places, the Parties have agreed to utilize a process with publication of individual notices to Abutters, as defined in the PDA Land Use Controls Chapter 300 Section 302.01 (to include any person, property owner, lessee or tenant, whose property is within five hundred (500) feet of the boundary of the Tradeport, the Towns of Newington, Greenland and Portsmouth. Standing, but not notice, is given to any person who is able to demonstrate that his or her land will be directly affected by the proposal under consideration.

PDA will work cooperatively with the Developer to draft requisite language for the proposed rezoning, to initiate or pursue any required communication with federal entities in support of a rezoning, including the FAA, and to assist in the preparation of requisite notices for mailing, publication and/or posting.

4. PDA OBLIGATIONS: During the term of the Development Agreement, PDA shall draft and PDA and the Developer shall negotiate the terms and conditions of the Ground Lease. The Ground Lease shall be substantially similar to the existing PDA Lease Agreement and consistent with all other similarly situated properties at the Tradeport.

5. ACCESS TO PREMISES: Subject to the terms of this Agreement and the execution of a separate Right of Entry agreement substantially in the form attached hereto as "**Exhibit C**", PDA agrees to Permit 165 Arboretum LLC or its representative to access 165 Arboretum and to undertake such reasonable utility, environmental, and/or geotechnical investigations of the Development Premises as 165 Arboretum LLC shall request in writing to PDA, provided that such rights may be exercised only during that time that this Agreement or the Right of Entry have not terminated.

6. EARLY TERMINATION OF DEVELOPMENT AGREEMENT:

165 Arboretum LLC may terminate this Agreement at any time, for any reason, upon written notice to the PDA. Until such time as the A/I Premises is rezoned to Industrial (at the discretion of the PDA Board of Directors), the PDA may terminate this Agreement at any time, for any reason, upon written notice to 165 Arboretum LLC. Should the A/I Premises be rezoned to Industrial, thereafter the PDA may only terminate this Agreement for cause upon written notice to 165 Arboretum LLC. Upon termination, 165 Arboretum LLC shall provide the PDA with a copy of any report, study, letter, plan, or summary with respect to conditions found at the Development Premises.

7. INSPECTION REPORTS:

PDA shall make available to 165 Arboretum LLC information it has related to any existing conditions at the site including the location and type of utilities, underground tanks or structures, and any hazardous substances. The information is approximate and not guaranteed. 165 Arboretum LLC shall provide PDA, upon execution of this Agreement or promptly upon receipt of results for all inspections and investigations, with a copy of any report, letter, or summary with respect to conditions found at the Premises.

8. RISK OF LOSS:

165 Arboretum LLC agrees that any use of the Development Premises is at its sole risk and subject to the provisions of the Right of Entry between the Parties (Exhibit C) 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. 165 Arboretum LLC expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of 165 Arboretum LLC's use of the Development Premises or the conduct of activities or the performance of responsibilities under this Agreement or the Right of Entry.

9. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF format shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

10. SEVERABILITY:

If any term of this Agreement shall become declared illegal, invalid, or unenforceable, it will not affect the validity or enforceability of any other provision of this Agreement.

11. GOVERNING LAW:

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of New Hampshire, without reference to it choice of law principles. Each party agrees to submit to the exclusive jurisdiction of the federal and state courts sitting in the State of New Hampshire.

EXECUTION

IN WITNESS WHEREOF, PDA and 165 ARBORETUM have executed this Agreement to be effective as noted above, on the ____ day of _____, 2022

PEASE DEVELOPMENT AUTHORITY

By: _____
Paul E. Brean
Its: Executive Director

165 ARBORETUM LLC

By: _____
Print Name: _____
Its: _____

EXHIBIT A

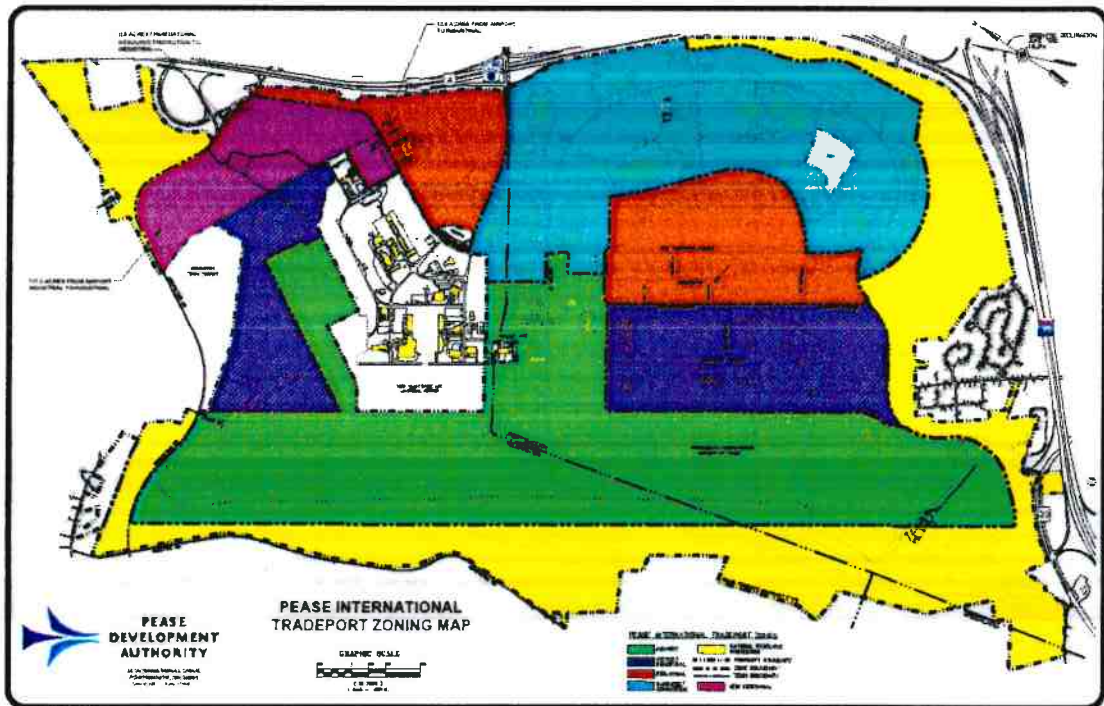



EXHIBIT B



Right of Entry at 165 Arboretum Drive

DESIGNED BY: MPM DATE: 3/18/22 SCALE: 1"=40'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

EXHIBIT C



65 International Drive, Portsmouth, NH 03801

March 17, 2022

Ryan Plummer
165 Arboretum, LLC
1 New Hampshire Ave., Suite 101
Portsmouth, NH 03801

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

Dear Mr. Plummer:

This letter will authorize 165 Arboretum, LLC ("165 ARBORETUM") and/or its agents and contractors to enter upon the 12+ acre area located at 165 Arboretum Drive, as shown on the attached **Exhibit A** (the "Premises") for the period of March 21, 2022 through July 30, 2022, for site inspection purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other similar inspection or evaluation of the Premises you deem reasonably necessary. 165 ARBORETUM may cut and remove from the Premises a minimal amount of brush in order to assist with the mapping of wetlands and performance of any soil borings. No trees may be cut, or existing soil piles disturbed, without written permission from the Pease Development Authority. This Right of Entry will expire at the close of business on July 30, 2022, unless otherwise extended an additional thirty (30) days by written agreement of 165 ARBORETUM and Pease Development Authority.

This authorization is conditioned upon the following:

1. 165 ARBORETUM providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, plan, or summary with respect to conditions found at the Premises;
2. 165 ARBORETUM'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. 165 ARBORETUM expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a

FAKING YOU THERE

Page Two
March 17, 2022

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

consequence of 165 ARBORETUM's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. 165 ARBORETUM 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 165 ARBORETUM's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. 165 ARBORETUM and any agent or contractor of 165 ARBORETUM 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. 165 ARBORETUM and any agent or contractor of 165 ARBORETUM 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-contributing with respect to any insurance carried by PDA.

4. 165 ARBORETUM obtaining the prior written consent of the Engineering Department of the Pease Development Authority before conducting any drilling, testpitting, borings, or other soil disturbing/moving activities on the Premises, and thereafter complying with all terms and conditions of said consent. No geo-technical exploration shall be done on the Site without proper clearance from PDA Engineering Department.

5. 165 ARBORETUM'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. 165 ARBORETUM'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. 165 ARBORETUM acknowledges and agrees that, except as otherwise set forth herein, no legal obligations shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the parties.

Page Three
March 17, 2022

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

Please indicate by your signature below 165 ARBORETUM's consent and return the same to me with evidence of insurance as required.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this ____ day of _____, 2022.

165 ARBORETUM, LLC

By: _____ Print

Name: _____ Its

Duly Authorized:

Page Four

March 17, 2022

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

EXHIBIT "A"

PREMISES



Right of Entry at 165 Arboretum Drive

DESIGNED BY: WPM DATE: 2/16/22 SCALE: 1"=400'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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: 372892

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$11,890.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$11,890.00

PREVIOUS BALANCE:	\$5,597.00

TOTAL BALANCE DUE:	\$17,487.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167
BILLING ATTORNEY:Lynn J. Preston
Invoice Number: 372893

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$1,827.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$1,827.00

PREVIOUS BALANCE:	\$1,421.00

TOTAL BALANCE DUE:	\$3,248.00

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.

ANDERSON
KREIGER

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

March 22, 2022

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

Reference # 141759 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	3.00	590.00	1,770.00

Total Current Billing: \$1,770.00

Previous Balance Due: \$6,265.00

Total Now Due: \$8,035.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS



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

**PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, FEBRUARY 9, 2022 6:00 PM**

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

1. CALL TO ORDER

The meeting was called to order at 6:02 PM.

2. APPROVE MINUTES

Brad made a motion to accept the January 12, 2022 minutes, Erik seconded, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

Prior to discussing the report the question came up regarding the City of Portsmouth representative on the Council. The Mayor plans to appoint the City's Assistant Fire Chief, William McQuillen, more information to follow.

Geno reported that the finance report Division is operating in the black by about \$194,000. As a reminder revenue's are behind due to timing of salt ships and mooring and pier permit renewals.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The report is 3 pages long due to the dredging project and scow activity.

5. DIRECTOR'S REPORT

Geno reported on, and materials were provided for, the following items from the January 20, 2022 PDA Board meeting:

- Reports
 - Commercial Mooring Transfer Eaton to Eaton
 - Commercial Mooring Transfer, O'Brien to Golter Lobster Sales, LLC.
 - LW Morgridge, Exercise option 1-Seawater hauling from Market St. Terminal

- Approvals
 - Compensatory Wetlands Mitigation for Cutts Cove: The Division will provide funds to complete the remaining 400' out of the 600' that began in 2017. The 600' design has been completed and the City of Portsmouth holds the wetlands permit for the project. The Division's contribution will satisfy the NH DES mitigation requirements for both the Functional Replacement and BUILD projects. The City will work with Streamworks and UNH for the construction and 5 year monitoring. \$500,000 has been obtained through the ARPA fund program and after reviewing the estimated construction and monitoring costs Geno will submit a 2nd request for any additional funds necessary. As a reminder, the 2 DES permits that were obtained previously by the Division (2009) have since expired, they had already been extended once, therefore they were not eligible to be extended for a 2nd time. Those prior permits had waived the compensatory mitigation for the projects because mitigation had been provided previously for projects that were never built and exceeded the requirements for these 2 projects.

Geno reported on the Hampton Float replacement/repair project, 120' on the commercial side of the bulkhead are not able to be put back in. Also, the steel pipe piles on the concrete floats are failing and the Division is requesting an amendment to the design proposal to include replacing the concrete docks with wooden docks so they can be removed in the winter. Once the design is completed the Division will ask for 3 quotes for the work to be done. Discussion continued for several minutes on the existing concrete floats.

The BUILD project is progressing and construction meetings are being held. The Functional Replacement Project is still on hold, due mainly to lack of funding. Senators Hassan and Shaheen held a meeting here at the Port and discussed the importance of the projects at the Port.

A report from the Rye Fire Department was presented, it showed calls to the Rye Harbor Marine Facility for the 2021 season. A jet ski owned by the Fire Department is stored on site at the Rye facility. Traffic congestion has been a problem in the past with them getting an ambulance to the dock. Discussion regarding the importance of cooperation between agencies such as the Coast Guard, the Portsmouth Fire Dept., Marine Patrol, and the Rye Fire Dept. The City of Portsmouth does have a rescue boat now.

6. NEW BUSINESS

- There is a water line proposed to run from Dover to Portsmouth and attached below the General Sullivan Bridge. Discussion included how low the water line may hang. Due to the difficulty of navigating safely under the bridge, Mike made a motion to allow the Chairman to write a letter to NH DOT (or the acting agency) on behalf of the Council to request that the water line be located to have no further impact to navigation than the original design that has been developed for bike path/walkway on the General Sullivan Bridge. Erik seconded the motion. A vote was taken, all were in favor.
- Legislation, specifically SB 268-FN regarding off shore wind, was voted on favorably by the full Senate and will be passed along to the House. The bill in

essence is relative to the approval of purchase agreements for offshore wind energy resources from the Gulf of Maine. The bill is included in the packet for reference.

7. COMMITTEE REPORTS

- Business Development/FTZ- The Propeller Club will be sponsoring a presentation on the Super Flood Basin at the Portsmouth Ship Yard. A ZOOM meeting will be held on February 17 at 7 PM. Matt Teeden from Appledore Marine Engineering (lead engineer on the project) will be presenting the information. Mike will send a link to Brenda to share with the Council members. The annual Maritime Day is scheduled for June 17th at the Coast Guard station and all are invited. There may be an opportunity to tour the Coast Guard cutters. The Propeller Club is seeking to add new members. Mike is working on setting up a tour at PNSY for the Council.
- Dredging-Geno clarified that the \$1.6 million is for maintenance dredging/surveying the Simplex shoal. \$50,000 has been allocated for the Army Corp to complete a feasibility study (107) for the Hampton/Seabrook Harbor. To look for a long term solution for the transport of sand in the Harbor. The money will be used to look at the economic picture of the estuary as the Army Corp work is based on commercial traffic and economics. Once that is done and if it is determined that the project would qualify, they will then determine some long term solutions. The Turning Basin dredging has about 400,000 cy left to take out, so they are about 50% done. The drill rig Apache is drilling and blasting. They are working around the clock. The permit is good through March 31st. If the project isn't done by then they could come back next year, which would add to mobilization and demobilization costs. It is unknown who would be funding the project if it needs to be finished next year. Mike asked if arrivals to Sprague have been impacted, the River Rd. terminal is within the safety zone and as far as he knows there has been no communication with Sprague. Regarding the importance of dredging over commercial ship traffic, Geno commented on the importance of continuing the commercial activities at the terminals up the river and has expressed his concerns with those on the dredging project, reminding them that the ships that come up the river provide home heating oil to 80% of the households that heat with oil in NH, and that oil comes from the Irving and Sprague Terminals. If that activity was delayed it could cause serious supply chain issues.
- Fisheries-The Advisory Committee on Marine Fisheries (ACMF) met on Monday the 7th and interviewed candidates for the NH Obligatory seat on the New England Fisheries Management Council. The Committee voted to recommend 3 people (in a specified order of preference) to the Governor. The US Secretary of Commerce will make the final decision. The CCA and the NH Commercial Fisherman's Association will also make a recommendation for the seat. Also at the ACMF meeting the proposed scuba diving for lobster bill was discussed, and members of the diving community was present at the meeting. The bill did pass the House Committee and will move on to the Senate Committee on Fisheries. The fishing industry has been testifying on the numerous proposed bills.

- Moorings- The deadline for mooring permit and mooring waitlist applications is March 1st. Be sure to bring the current boat registration. An ad was placed in newspapers to remind the public of the deadline. There was a senate bill presented to the State legislature regarding a mooring permit holder allowing others the temporary use of the mooring. Geno testified at the hearing (today) and explained to the legislative body the mooring process and the negative impact this bill would have should it pass. Geno explained to the legislature the PDA Board of Directors sets the policies, but his personal opinions are that the bill is a disaster waiting to happen, since the process is unenforceable, potential for fraud, misuse of the mooring, and would completely circumvent the mooring waitlist process for the 500 people that are on the waitlist. Geno then explained the existing procedure that is in place that allows a mooring permit holder to allow someone the temporary use of the mooring for one season only. That process would open up the mooring to the people on the waitlists. Further discussion on the mooring hardware and sizes of the boats not fitting in the mooring field.
- PDA Liaison- There was a short discussion regarding the proposed freight cargo carrier that has applied to operate at the Pease Airport. The Air Guard has been active recently.
- Recreational Piers-The question on the Hampton floats was already answered and the piers are very quiet!

8. OLD BUSINESS

Erik asked about the Parking Study for Rye Harbor. Geno has the initial report from the contractor and is currently in review. Are discussions with stakeholders going to be held? Yes, that is in the plan. Have there been any comments on the increased storage rates? Brad said there always is, but it's still the best deal out there.

9. PUBLIC COMMENT

Peter Welch from Newington was present and mentioned that Moran, the Pilots, Appledore Engineering, Granite State Minerals and Sprague have all contributed to the Maritime Day celebration. Further discussion regarding the air draft for the proposed water line, the horizontal clearance, and the vertical clearance. Peter mentioned the other water line that is going across Little Bay to Newington. More discussion took place on the history of interconnecting water lines between NH communities.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Chris made a motion to adjourn and Brad seconded. The meeting adjourned at 7:36 PM.

**PEASE DEVELOPMENT AUTHORITY
PORT COMMITTEE MEETING
MINUTES**

Thursday July 15, 2021

Presiding: Neil Levesque, Committee Chair

Present: Steve Fournier, Committee Member
Erik Anderson, Committee Member

Attending: Geno J. Marconi, Division of Ports and Harbors Director;
Paul Brean, PDA Executive Director;
Anthony Blenkinsop, PDA General Counsel;
Roger Groux, Port Advisory Council Chairman

I. Call to Order

Director Levesque, Committee Chair, called the meeting to order at 8:02 a.m. in the conference room of the Division of Ports and Harbors, 555 Market Street, Portsmouth, NH.

II. Acceptance of Committee Meeting Minutes: October 3, 2019

Director Fournier moved and Director Anderson seconded that the Pease Development Authority Port Committee accept the Minutes of the **October 3, 2019** Port Committee meeting. Discussion: None. Disposition: Resolved by unanimous vote; motion carried. It is noted that although the minutes were approved, Director Anderson and Director Fournier were not members of the Committee at the time and did not attend the last meeting. There is one correction to the minutes regarding the date in Paragraph II, which needs to be changed from November 1, 2018 to April 4, 2019. All members agreed.

III. Directors' Comments

Port Director Marconi (Geno) distributed a handout showing a graphic of the Market St. Port facility and explained the physical attributes of the Port. He explained this is a "transportation" facility comprised of 12 acres and is the largest of the 4 Port facilities. On the South side of the property (not visible on the graphic) the Isles of Shoals, Star Island, and Shoals Marine Lab comprise an area of about 1 ½ acres and dock space, which is also utilized by NH DES and NH Fish & Game. 4 1/2 acres of the property are used by 2 tenants for storage of road salt. The other open areas are used on as needed basis. The Port expects to gain about 2 more acres once the BUILD and Barge Dock construction projects are completed. Discussion regarding the green shaded area on the graphic, Geno indicated that is the footprint of the old Sarah Long Bridge and also shows railroad. NH DOT and Maine DOT own parts of the railroad from the switch and over the water. At 8:15 Geno took the Port Committee members on a tour of the facility, they returned at 9 AM. Discussion regarding revenue and if the fees charged are enough to support the facility included a past Port Fee Analysis and an explanation that every Port operates differently based on contributing factors such as varying tide schedules. The pending construction projects,

once completed, will bring the Port back to a state of good repair and allow us to look at the fees and make adjustments.

Discussion regarding how the Port supports projects on the river. The Port is currently renting space to Cianbro, the company that is working on the new dry dock at the Portsmouth Naval Ship Yard (PNSY). The Port receives fees, in addition to lay down rental fees, for use of the pier in the form of dockage and wharfage. Geno explained that the Port has always played an important role in supporting several companies that have utilized the facilities at the Port for very large projects involving such things as assembling products to be brought up the river by barge, bringing in the windmill components for the Antrim project, power plant parts, and other heavy lift items.

The Director gave an update on the Portsmouth Fish Pier, the inside portion is scheduled to be completed by mid-August. The inside area includes the fuel pumps, the hoists, and the floats. Work will then proceed to the outside area in which the pier will be cut out in order to install the rest of the sheet pile. It was noted that fuel revenue will increase once the pumps are up and running by allowing both recreational and commercial boaters to fuel at their convenience.

Roger Groux reiterated how important the Ports role is in the success of the project at the PNSY. PNSY is one of 4 yards in the country identified by the Navy as a high priority project and as such the Ports support is crucial for construction projects to succeed. The Navy has had several boats and subs waiting for as much as 2 years waiting to get in. There are 8500 employees at the PNSY. Once the project is complete three subs will be able to dry dock instead of just one.

Discussion regarding the increase of recreational boaters on the water, waiting lists for moorings and slips, how boat registration fees are distributed (tidal vs. inland), and the bridge replacement of the Rt. 1 Rye/New Castle bascule bridge. Further discussion included mooring permits turnover times and titling boats in the State of NH.

IV. Public Comment

There were no members of the public present.


V. Press Questions

There were no members of the press present.

VI. Adjournment

Director Fournier made a motion to adjourn at 9:25 AM

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: April 12, 2022
Re: Waiver of Wharfage and Dockage Fees

In accordance with the "Delegation to Executive Director: Consent and Approval for the Waiver of Wharfage, Dockage and Related Fees for Qualified Non-profit Organizations Using Facilities of the Division of Ports and Harbors" adopted by the Board on June 27, 2002, I am advising the Board of the waiver of the wharfage and dockage fees in connection with the visit of the sailing vessels, "The Spirit of Bermuda" and "Kalmar Nyckel," that will be berthed at the Portsmouth Commercial Fish Pier from August 11 through August 15, 2022, and open for visits by the public.

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

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

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

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

TO: Tom Ferrini, Director, Pease Development Authority, Board of Directors
Paul Brean, Executive Director, Pease Development Authority

FROM: Geno J. Marconi, Director (M)

DATE: April 11, 2022

RE: Piscataqua Maritime Commission, Sail Portsmouth Event

With few exceptions over the years, the Piscataqua Maritime Commission (PMC) has hosted the annual "Sail Portsmouth" event on the Piscataqua River. The Division of Ports and Harbors (the "Division") has worked cooperatively with PMC to provide access to the Portsmouth Commercial Fish Pier for the event.

The 2022 season will have PMC hosting the ships "The Spirit of Bermuda" and "Kalmar Nyckel," from August 11 through August 15, 2022.

The Division has received a request (attached) from PMC to provide dock space for this event and waiving the dockage and wharfage fees. The Division has reviewed the request and, in accordance with the Delegation to Executive Director: Consent and Approval for the Waiver of Wharfage, Dockage and Related Fees for Qualified Non-profit Organizations Using Facilities of the Division of Ports and Harbors dated June 27, 2002, and whereas PMC is a non-profit organization sponsoring this community event, I would recommend waiving the associated dockage and wharfage fees.



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

April 6, 2022

Dear Captain Marconi,

I am writing on behalf of the Piscataqua Maritime Commission, dba Sail Portsmouth, to request the Division of Ports and Harbors grant us permission to use the Portsmouth Fish Pier beginning with the ship arrivals on Thursday, August 11, 2022, and ending when they depart on Monday, August 15, 2022. The two ships will be the Kalmar Nyckel and the Spirit of Bermuda. Because this is a public event, we request that the wharfage and dock fees be waived.

Yours truly,

Phil von Hemert
Board Chair

TO: Paul Brean, Executive Director, PDA *PAB*
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: March 11, 2022
RE: Commercial Mooring for Hire Applications

The Pease Development Authority, Division of Ports and Harbors has received applications for previously existing Commercial Mooring for Hire Permits.

I have reviewed the attached paperwork and concur with the local Harbormaster(s) and Chief Harbormaster that the request meets all the requirements of the PDA-DPH Code of Administrative Rules regarding Commercial Mooring for Hire applications. Therefore, I am requesting approval of the applications.

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

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi, Director DPH
From: Tracy R. Shattuck, Chief H/M *TRS*
Re: Commercial Moorings For Hire
Date: March 10, 2022

The following have submitted re-applications for existing Commercial Moorings For Hire. Also listed is the available documentation. I recommend approval.

Bay View Marina, LLC – 6 moorings

19 Boston Harbor Rd
Dover, NH 03820

Tax bill, proof of good standing Secretary of State, advertising
On file: tax map, deed, copy of mooring/slip lease agreement, certificate of formation with Secretary of State, map of mooring field, description of public access, copy of IRS EIN form

Esther's Marina, LLC – 3 moorings

41 Pickering St
Portsmouth, NH 03801

Tax bill, proof of good standing Secretary of State, advertising
On file: tax map, deed, receipts, Marina lease agreement

Friends Forever, Inc – 1 mooring

1 Morgan Way
Durham, NH 03824

Tax bill, proof of good standing Secretary of State
On file: tax map, deed, assertion that it is used for an occupying tenant

Jay Gingrich – 1 mooring

513 Marcy St
Portsmouth, NH 03801

Tax bill, assertion that it is used for an occupying tenant
On file: tax map, deed

Great Bay Marine – 78 moorings

PO Box 3127

Portsmouth, NH 03802-3127

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, statement of hours and public access and services offered,
Federal form – election by a small business corporation, certificate of membership in
Marina Operators Association of America, map of mooring field

Great Bay Yacht Club – 11 moorings

PO Box 1644

Dover, NH 03820

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, copy of by-laws, list of directors and officers, description of
tackle, chart of mooring field, membership directory (includes description of public
access, etc)

Hampton River Boat Club – 2 moorings

Jonathan Dufour

PO Box 901

Hampton, NH 03842

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, Secretary of State Certificate of Existence, Constitution and
Bylaws, club Rules and Regulations, slate of officers

Island Club New Castle, Inc – 1 mooring

PO Box 282

Newcastle, NH 03854-0282

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, Secretary of State Certificate of Existence

Kittery Point Yacht Club – 10 moorings

PO Box 373

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State, advertising

On file: tax map, deed, certificate of registration by the Secretary of State, application for
registration as a non-profit, list of officers

Lamprey River Marina – 6 moorings

c/o Lou Gargiulo

3 Holland Way, Suite 201

Exeter, NH 03878-0201

Tax bill, proof of good standing Secretary of State, advertising

On file: brochure, acknowledgement of membership in a trade organization, tax map
deed, map of mooring field

Matthew Metivier – 1 mooring

164 Shattuck Way

Newington, NH 03801

Tax bill

On file: tax map, deed, assertion that it is used for an occupying tenant

Mud Cove Boat Yard – 1 mooring

Attn: Leanne Whalen

PO Box 336

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, assertion that it is used for an occupying tenant

Point of View Condo Association – 1 mooring

75 Salter St

Portsmouth, NH 03801

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, assertion that it is used for an occupying tenant

Portsmouth Yacht Club – 14 moorings

PO Box 189

Newcastle, NH 03854-0189

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, list of officers/directors

Pull and B.D. Inc. – 2 mooring

334 Portsmouth Ave

PO Box 874

Newcastle, NH 03854

Tax bill, proof of good standing Secretary of State

On file: tax map, deed, list of officers/directors

Sagamore Landing Condominium Association – 1 mooring

c/o Gary Epler

272 Walker Bungalow Rd

Portsmouth, NH 03801

On file: tax map, deed, condo association bylaws. Note that each condo owner pays a portion of the taxes for the association, there is no tax bill to the association itself.

Southend Yacht Club – 1 mooring

7 Pickering Ave

Portsmouth NH 03801

Tax bill, advertising, Secretary of State

On file: tax map, deed, list of officers/directors, notice of EIN

Split Rock Cove Family Trust – 1 mooring

507 State St

Portsmouth, NH 03801

Tax bill

On file: tax map, deed, governing instruments, assertion that it is used for an occupying tenant

Diane Szmyd – 1 mooring

41 Harborview Drive

Rye, NH 03870

Tax Bill, assertion that it is used for occupying tenant

On file: tax map, deed

Warpath Family Farm – 1 mooring

7905 Striped Bridge Road

Hopkinsville KY

Attn: Charles Tarbell, Dustan Knight-Tarbell

Tax Bill, assertion that it is used for occupying tenant.

On file: tax map, deed.

Wentworth by the Sea Dockside Condominium Association – 1 mooring

PO Box 2011

Newcastle, NH 03854-2011

On file: tax map, deed, Note that each condo owner pays a portion of the taxes for the association, there is no tax bill to the association itself.



PEASE

INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA

FROM: Geno J. Marconi, Director, DPH

DATE: April 11, 2022

RE: Commercial Mooring For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for 6 additional Commercial Moorings for Hire from Great Bay Marine, Inc.

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

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

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

Division of Ports & Harbors
Memorandum

To: Captain Geno J. Marconi
From: Tracy R. Shattuck, Chief H/M
Re: Great Bay Marine, Inc
Date: 11 April 2022

Great Bay Marine, Inc has requested the addition of 6 Commercial Moorings for Hire in the mooring field that they manage in Little Bay. There is no waitlist in that area and ample room for many more moorings.

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

RISTAN SYSTEMS

358 Broadway
Providence, RI 02909
Phone (401) 273 - 2333
Fax (401) 831 - 2408
www.ristansystems.com

PROPOSAL

Page No.1 of 1 Pages

Proposal submitted to:

Capt. Geno Marconi AMPE
NH Port Authority
555 Market Street
Portsmouth, NH 03801

Job: Port Barrier Gates

Site: 555Market St. Portsmouth, NH

Portsmouth NH

3/18/22

We hereby submit our proposal as follows::

Furnish (2) ELKA P3500BLAU Barrier Gates w/LED 12 ft. Arms @ \$2,266.25 ----- \$5,590.00

Shipping & Handling ----- 765.00

Total ----- \$6,355.00

NH Port Authority will install the Barrier Gates

90-910-1650

Warranty: Excluding any Damages, Misuse: (2) Years Parts.

Please email Purchase Order with Tax Exempt Certificate

We hereby propose to furnish material as above/attached specs for the sum of Six Thousand Three Hundred Fifty Five Dollars & 00/100 (\$6,355.00) with payment to be made as follows: 50% with Remitted Signed Proposal/ Purchase Order, Balance upon delivery

Note: No Tax included please provide Tax Certificate

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

By: R. Cicerchia _____

Note: This proposal may be withdrawn by us if not accepted within
10 days.

Acceptance of Proposal (Contract) - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: March 22, 2022

Signature: G. Marconi

Geno Marconi

From: Thomas G. Ferrini <tgferrini@wbtblaw.com>
Sent: Tuesday, March 22, 2022 2:28 PM
To: Geno Marconi
Cc: Paul Brean; Anthony Blenkinsop
Subject: RE: Gate Barriers

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

I have reviewed the proposal and I approve. Please proceed.

From: Geno Marconi <G.Marconi@peasedev.org>
Sent: Tuesday, March 22, 2022 9:17 AM
To: Thomas G. Ferrini <tgferrini@wbtblaw.com>
Cc: Paul Brean <P.Brean@peasedev.org>; Anthony Blenkinsop <A.Blenkinsop@peasedev.org>
Subject: FW: Gate Barriers

Director Ferrini,

The gate barriers at the Market Street Marine Terminal have finally failed beyond repair and it's time to replace them. See below Paul's response to which I will add that the gates are in our Facility Security Plan, approved by the Coast Guard. \$6,355 from the same vendor that PDA used for the gates at Pease.

I am seeking your authorization in accordance with the delegation of authority.

Regards

Geno

From: Anthony Blenkinsop
Sent: Monday, March 21, 2022 12:21 PM
To: Geno Marconi <G.Marconi@peasedev.org>; Paul Brean <P.Brean@peasedev.org>
Subject: FW: Gate Barriers

If it is under \$10K, you do not need Board approval. Paul and Tom's ok covers it.

From: Paul Brean
Sent: Monday, March 21, 2022 12:16 PM
To: Geno Marconi <G.Marconi@peasedev.org>
Cc: Anthony Blenkinsop <A.Blenkinsop@peasedev.org>
Subject: FW: Gate Barriers

Geno,

If it is a public safety issue and the gates need to be restored now and you cannot wait until the April Board, I am comfortable with moving forward with Treasurer Ferrini's approval for a total of \$6,355 due to the fact;

- In October 2018 PDA conducted an RFP and Ristan Systems was the lowest bidder for the Elka Gates, You are actually getting a better price that we **did** three years ago.
- PDA stocks inventory parts for the Elka gates on hand for immediate repairs.

- Ristan is the only locally (New England) sourced vendor of Elka products
- PDA Maintenance/Electrical have been trained to repair the Elka Gates

I've cc'd Anthony just to make sure I'm not missing any showstoppers.

PB

From: Geno Marconi
Sent: Friday, March 18, 2022 2:40 PM
To: Paul Brean <P.Brean@peasedev.org>
Subject: FW: Gate Barriers

Timing is bad I know I missed the board meeting but I got a quote today for guard gates. Ours died and I was looking around comparing what the City used and a couple of those private parking lots around the city and circled back to what PDA did. Talked with Al Bishop and he came down and looked at the existing pad and wiring and was OK with it. This is the same source that PDA got the gates from. Do you want to wait for the April meeting or contact Tom and proceed (quote is good for 10 days)?

Geno

From: Mike Mates
Sent: Friday, March 18, 2022 12:36 PM
To: Geno Marconi <G.Marconi@peasedev.org>; Allan Bishop <A.Bishop@peasedev.org>
Cc: Whitney Anderson <W.Anderson@peasedev.org>; Dan Pollinger <D.Pollinger@peasedev.org>
Subject: RE: Gate Barriers

This looks good to me. You got a better price than the airport did.

Mike

From: Geno Marconi
Sent: Friday, March 18, 2022 11:18 AM
To: Mike Mates <M.Mates@peasedev.org>; Allan Bishop <A.Bishop@peasedev.org>
Cc: Whitney Anderson <W.Anderson@peasedev.org>; Dan Pollinger <D.Pollinger@peasedev.org>
Subject: FW: Gate Barriers
Importance: High

Mike, Al,

Got a quote from Ristan Systems for two (2) gate barriers. Can you take a look at it for me? This is the same company that PDA got the parking gates from.

Geno

From: Ron Cicerchia [<mailto:ronc@ristansystems.com>]
Sent: Friday, March 18, 2022 11:05 AM
To: Geno Marconi <G.Marconi@peasedev.org>
Subject: RE: Gate Barriers
Importance: High

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

Captain,

Please find attached Proposal as requested

If there are any questions please call me on my cell:401-529-0402

Thank You,

Ron

From: Geno Marconi [<mailto:G.Marconi@peasedev.org>]

Sent: Thursday, March 17, 2022 11:53 AM

To: Ron Cicerchia

Subject: RE: Gate Barriers

Yes 2 gates and the LED lights

On Mar 17, 2022 11:49 AM, Ron Cicerchia <ronc@ristansystems.com> wrote:

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

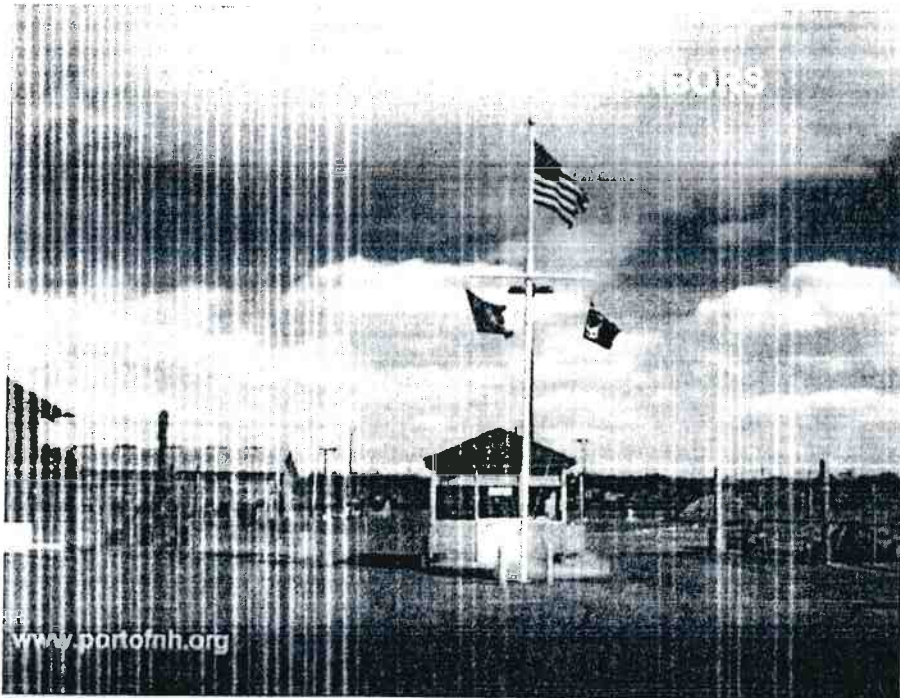
Geno,

Have you spoken to your people. From our perspective it looks like you will need (2) Gates,1 In and 1 Out. I'll send you a Proposal.

Please get back to me.

Thank You,

Ron Cicerchia





Pepperrell Cove Marine

PO Box 306
Kittery, ME 03904
603-373-6812

Invoice

Date	Invoice #
3/24/2022	22707A

Bill To
 Pease Development Authority
 Division of Ports and Harbors
 555 Market Street
 Portsmouth, NH 03801

P O #	Terms	Project
	Due on receipt	

Quantity	U/M	Description	Rate	Amount
		Dive Team to Mobilize to Hampton Harbor. Diver to Excavate 1' below Mudline and Take UT Reading of Pile Thicknesses (8 Pile Locations). Demobilize.	3,500.00	3,500.00
		94-940-7005 \$50 G emergency HDPM allocation		
Total				\$3,500.00

RECEIVED MAR 30 2022

APPROVED
 BY: JM DATE: 4/6/22

Payments/Credits	\$0.00
Balance Due	\$3,500.00

April 13, 2022

Stephen Messier, Distribution Manager, U.S. East Coast
Morton Salt, Inc.
444 West Lake Street
Chicago, IL 60606-1743

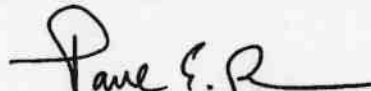
Re: Morton Salt, Inc. / Exercise of Option

Dear Mr. Messier:

This letter serves to confirm that, in accordance with the terms of the License and Operating Agreement for operations at the Market Street Terminal, Morton Salt, Inc. has exercised its first of its three (3) one (1) year options. The Agreement is hereby extended to May 31, 2023.

Please contact me if you have any questions.

Very truly yours,



Paul E. Brean
Executive Director

PEB/rao

cc: Geno J. Marconi, PDA-DPH Director
Suzy Anzalone, Finance Director

P:\PortAuthority\Morton Salt\Letters\Messier ltr re-exercise first of 3 (1) year options.docx



MORTON SALT

March 30, 2022
Pease Development Authority
555 International Drive
Portsmouth, NH 03801-2833
Attention: Executive Director

CC: Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801
Attention: Division of Ports and Harbors Director

Subject: License and Operating Agreement

Dear Executive Director:

In accordance with Article 3.1 and the terms of the License and Operating Agreement for operations at the Market Street Terminal, effective June 1, 2021 (the "Term Commencement Date"), Morton Salt, Inc. has been granted three (3) one (1) year options to extend the referenced License & Operating Agreement through May 31, 2025 (the "Base Term"). Morton Salt, Inc. now desires to exercise the first (1) of its three (3) annual license options through May 31, 2023.

Sincerely,

Stephen Messier
Distribution Manager, U.S. East Coast
Morton Salt, Inc.



Pease Development Authority
 DIVISION OF PORTS AND HARBORS
MOORING PERMIT APPLICATION ANALYSIS

Action	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
A. Mooring Applications Sent out (January)	1649	1605	1577	1527	1566	1455	1464	1429	1420	1413	1435	1432	1412	1489
B. Completed Applications (Received before the late filing deadline)	1432	1475	1451	1400	1461	1380	1345	1305	1317	1291	1326	1319	1333	1391
C. Applicants Missing Late filing Period. (10 business days)	217	130	126	127	105	75	119	124	120	122	109	113	79	98
D. Voluntarily gave up permit (Can NOT renew)	13	17	2	50	11	9	32	15	28	25	14	7	1	5
E. Deceased (Known)	u/k	u/k	3	1	1	3	5	1	1	1	2	3	2	0
F. Shorefront or Those in Areas (No Waitlist and can re-apply at any time)	85	103	44	40	50	45	53	83	63	47	53	45	46	66
G. Permits Expired March 3 (cannot be renewed) (c minus D,E and F)	117	8	37	36	43	18	29	19	28	49	40	46	30	27

MOORING WAITLIST ANALYSIS



2014 **2015** **2016** **2021** **2022**

1. # OF MOORING SITES REQUESTED ON THE WAITLIST:

915 916 1001 804 848

2. # OF INDIVIDUALS ON THE WAITLIST:

395 381 360 372 371

3. # OF INDIVIDUALS ON THE WAITLIST THAT HAVE A MOORING:

145 140 132 141 131

4. PERCENTAGE OF INDIVIDUALS ON WAITLIST WITH A MOORING:

37% 37% 37% 37% 35%

5. # OF MOORING SITES REQUESTED ON THE WAITLIST;

915 916 1001 804 848

6. # OF SITES ON THE WAITLIST BEING REQUESTED BY THE INDIVIDUALS THAT HAVE A MOORING:

341 354 360 372 371

PERCENTAGE OF #5 AND #6:

37% 39% 36% 46% 43%

MOTION

Director Anderson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to contract with James Jones d/b/a Second Nature Pit and to expend funds from the Ports and Harbors Fund for paving work at the Rye Harbor Marine Facility in an amount not to exceed \$37,500.00; all in accordance with the Memorandum of Geno Marconi, Division Director, dated April 15, 2022, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement to accept the low quote from James Jones d/b/a Second Nature Pit as three (3) quotes from local contractors were obtained and there is a need to complete these public safety improvements prior to the onset of the upcoming busy summer season.

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




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority, (PDA) Board of Directors
From: Geno Marconi, Division Director 
Subject: Entrance/Exit Safety Improvements, Rye Harbor Marine Facility
Date: April 15, 2022

Over the years vehicular traffic at the Rye Harbor Marine Facility, consistent with the seacoast area at large, has increased steadily. Between mooring permit holders, pier use permit holders, boaters, staff of marine businesses operating out of the harbor, and visitors to harbor business and to the harbor itself, there is a constant stream of traffic (cars, trucks, buses, and trailers) in and out of the harbor throughout the busy summer season. Given the space constraints at the harbor, management of this traffic is a significant challenge.

It has become apparent that the configuration of the harbor entry/exit area is not conducive to the necessary traffic flow in and out of the facility and creates serious public safety concerns. Specifically, the presence of a limited number of head-in free parking spaces directly along the entrance/exit driveway, the lack of a dedicated fire/public safety lane, and the lack of clearly delineated entrance/exit lanes is problematic.

In an effort to address these issues and mitigate public safety concerns, staff has planned improvements to the entry/exit area in advance of the upcoming summer season. These improvements include removal of the head-in free parking spaces, pavement of the entire entrance/exit driveway, construction of a dedicated and segregated fire/public safety lane where the parking spaces were located, and painting of necessary pavement markings.

In addition, the movement of all public parking at the Rye Harbor Marine Facility to behind the guardrail, pay for parking area treats all public visitors to Rye Harbor equitably and equally, eliminates the expectation of free parking and the corresponding incentive for illegal parking in or around the free spaces, creates modest revenue generation for the Division of Ports and Harbors, which is required to be self-sustaining in its operation of the State's coastal marine facilities, and is consistent with other State shorefront facilities such as the State parks and beaches where vehicles must pay to park. Furthermore, all Rye Harbor mooring permits, pier use permits, and right of entry agreements, for which holders only pay the State a small annual fee, contemplate pay for parking.

With the summer season rapidly approaching, staff contacted three local paving contractors for quotes for the repaving work, which would include extending the pavement along the guardrail and in front of the buildings along the driveway. Brox Industries provided a verbal quote of

○○○○ TAKING YOU THERE

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

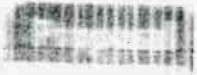
\$42,000.00 for the work and indicated the earliest they could complete it would be August 2022. Pike Industries provided a quote of \$45,750.00 for the repaving work (see attached). Second Nature Pit, a paving entity operated by James Jones, dba Jones Snowplowing Service, the Division's contracted snow plowing company, provided a quote in the amount of \$37,500.00, and is able to perform the work this spring once asphalt plants are open (see attached). Second Nature Pit has performed work of this type for the Division in the past and has been found to be competent in its field. Included in its quote is work to fix the entrance to Route 1A to ensure proper water drainage at the entrance. Following repaving, Division staff will install all pavement markings and the flexible lane delineator at the dedicated fire/public safety lane.

With time being of the essence, and the urgency to complete this project prior to the onset of the upcoming busy summer season, it is imperative that the project is completed as soon as possible to prevent major impacts to businesses at the facility and to protect the customers and members of the public that use the facility.

The Division intends to encumber funds for the contract, if approved, from the Ports and Harbors Fund, the Division's operating account.

Therefore, for the foregoing reasons, the Division requests that the PDA Board waive the RFP requirement and allow the Division to accept the low quote from James Jones, dba Second Nature Pit and expend the funds from the Ports and Harbors Fund for the purposes described above.

SECOND NATURE
 207 ATLANTIC AVE
 NORTH HAMPTON H.I.H
 03762



PROPOSAL SUBMITTED TO: C03-765-FY81

NAME PAA - DP4	DATE OF PLANS
ADDRESS RYE MASSACHUSETTS	ARCHITECT
PHONE NO.	

We hereby propose to furnish the materials and perform the labor necessary for the completion of OPTION 2
EXTEND PAVEMENT ALONG GUARD RAIL
IN FRONT OF SHACKS
FOR ENTRANCE FROM RT 1A FOR
PROPER DRAWINGS AT END
PAVE BINDER AND TOP

\$ 37,500.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ _____) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____
 Per: _____
 Note - this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
 Date _____ Signature _____



PIKE INDUSTRIES, INC.

A CRH COMPANY

3 Eastgate Park Road, Belmont, NH 03220

An Equal Opportunity Employer

Established 1872

Phone: (603) 527-5100

Fax: (603) 527-5101

To:	Pease Airport Authority	Contact:	
Address:	55 International Drive Portsmouth, NH 05060	Phone:	(603) 433-6088
Project Name:	Pease - Maintenance Work - Budget Quote	Fax:	(603) 427-0433
Project Location:		Bid Number:	
		Bid Date:	4/19/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Removal Of Existing Pvmnt, Shim Gravel, Fine Grade	1.00	UNIT	\$26,500.00	\$26,500.00
2	HBP - 3" Single Course	55.00	TON	\$350.00	\$19,250.00

Total Bid Price: \$45,750.00

Notes:

- Price is for budget purposes only.
- Traffic Control, Gate Guards, Structure adjustments, Joint adhesive to be done by others.
- Pike Industries, Inc. is not responsible for liquidated damages, or any disincentives associated with the work as quoted.
- Pike Industries, Inc. reserves the right to adjust unit prices based on total revenues awarded.
- Pricing based off current market prices and availability of crews at this time. Subject to change.

Payment Terms:


Net 30 Days

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: PII - NH (Belmont)</p> <p>Authorized Signature: _____</p> <p>Estimator: Bethany Huckins bhuckins@pikeindustries.com</p>
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MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors retroactively authorize the Executive Director to proceed with the boat repairs required for the Division of Ports and Harbors (“DPH”) to its Harbor Master boat “Munson” performed by Dover Marine at a cost of \$10,328.52 which includes the hauling cost by Independent Boat Haulers; all in accordance with the memorandum of Geno Marconi, Division Director, dated March 25, 2022 attached hereto.

To: PDA Board of Directors
From: Capt. Geno Marconi, Director 
Re: Dover Marine invoice
Date: March 25, 2022

The Munson is the boat that is the workhorse of the Division. It is used to deploy and retrieve navigation aids as well as to remove flotsam that poses a threat to navigation. It is also used extensively to bring customers to view the mooring fields and to bring dignitaries out for various reasons. This boat remains in the water year round and is available to assist first responders and law enforcement. It had not been out of the water for extensive service for over 5 years for several reasons including the Covid response. Although a diver had scrubbed the hull of marine growth last year, a proper assessment of its condition could not be made until it was removed from the water.

The bottom paint was in disrepair and required acid wash, sanding, primer barrier paint and several coats of ablative bottom paint. All sacrificial anodes were replaced. The lower unit oil was changed in each engine as well as needed service on both to remain in warranty. The sending units in the fuel tanks were inactive and replaced. Several of the deck plates needed service and the port jack plate was repaired. Several bilge pumps were replaced as well as a needed new helm as the old one leaked hydraulic fluid.

In order to accomplish the work the boat was hauled by Independent Boat Haulers to the shop in Dover, which was an additional expense. The much needed work came to over \$10,000 which was caused in large part by the unavoidable delay in service.

I am therefor requesting retro approval of the described expense.

STATUS : INVOICE
Open Date: 12/7/2021

RECEIVED MAR 04 2022

Dover Marine
17 New Rochester Rd
Dover NH, 03820
(603) 742-5453
service@dovermarine.com
http://dovermarine.com/

Repair Order # 11470



CUSTOMER NH Port Authority 55 MARKET STREET PORTSMOUTH, NH 03801 (603) 235-7332	SERVICE WRITER Darlene	HULL # MUNSON	HOURS OUT 0	HOURS 2 OUT 0
	SALES TYPE Regular or Over the Counter	TAG NUMBER	PERMIT	TERMS NET1
	YEAR / MAKE / MODEL 2009 / MUNSON /	TAX CODE NH	PROMISED DATE 12/7/2021	CUSTOMER PO -
	ENGINE #1 / ENGINE #2 / DRIVE #1 / TRANSOM #1 / BOAT NAME / KEY NO. / BOW # BAHJ - 1500505 BF225AKXXC / BAGJ - 1502018 BF225AKXX / N/A / N/A / N/A / HONDA 225HP TWINS / N/A			

Qty	T	Description	Your Price	Amount
2.00	M	INDEPENDENT HAULING	490.00	980.00
2.00	M	RECON PROPS	310.00	620.00
2.00	I	LUBE-2 4 C @12	10.99	21.98
2.00	I	CYLINDER OUTBOARD FRONT MOUNT	769.99	1,539.98
2.00	I	FILTER-REPL 320R-490RRAC01 10M	33.99	67.98
2.00	I	FILTER, FUEL	15.99	31.98
2.00	I	O-RING	7.99	15.98
1.00	M	BRACKET, HOOK	32.99	32.99
1.00	M	HYDRAULIC JACKPLATE PUMP; PORT SIDE	499.99	499.99
2.00	I	1/2 X 6 X 12 ZINC PLATE	125.99	251.98
2.00	I	OIL FILTER	8.99	17.98
2.00	L	200/225/250/275/300/350/400R Verado 6 CYL 2005-2020 7.40 QT. 877769K01 Technician :Brian	191.99	383.98
4.00	L	STAND RENTAL AND CRIBBING Technician :Brian	30.00	120.00
8.00	L	BOTTOM PAINTING Technician :RYAN	60.00	480.00
8.00	M	GLOVES	0.50	4.00
2.00	M	TAPE	10.99	21.98
2.00	M	PAINT BRUSH	4.99	9.98
4.00	M	ROLLER KIT	12.99	51.96
2.00	I	HPF PRO, 32 OZ	22.99	45.98
1.00	M	HELM-SEASTAR PRO 1.7	660.99	660.99
2.00	M	FUEL TANK SENDER - CGFP-13,1250-12V-240/33,DAMP120-3T-E10-5 HOLE AND GASKETS (2)	99.99	199.98
1.00	I	TRIM TAB ZINGS (2 PER PACK)	22.99	22.99
1.00	I	SEASTAR HELM VENT PLUGS 5PK	64.99	64.99
2.00	M	20" MARINCO STAINLESS WIPER BLADE	36.99	73.98
2.00	L	INCLUDES STEAM CLEANING OF THE HULL UP TO 20FT. AND (1) ONE GALLON OF ALUMINEX BOTTOM WASH. ADDITIONAL \$5.00 PER/FT IF GREATER THAN 20FT. Technician :Brian	200.00	400.00
3.00	M	ALUMINEX	54.99	164.97
2.00	M	INTERLUX 2000 PRIMER KIT	137.99	275.98
4.50	L	Labor- BOTTOM GRINDING Technician :RYAN	110.00	495.00
1.00	M	RULE FLOAT SWITCH 37FA - FWD STB COMPARTMENT	73.99	73.99
3.00	I	MICRON CF WBIOLUX BLACK GL ZZ	348.99	1,046.97
2.00	I	INTERPROTECT EPOXY PRMR-WHT ZZ	189.99	379.98
1.00	M	T HANDLE BAIER S/S KIT(749155	199.99	199.99
1.00	M	1500 BILGE PUMP - FWD PORT COMPARTMENT	279.99	279.99
1.00	L	PURGE, BLEED, OR COMPLETE FLUID CHANGE FOR ALL HYDRAULIC STEERING SYSTEMS. Technician :Brian	100.00	100.00
6.00	L	Labor Technician :Brian	110.00	660.00

RECEIVED MAR 04 2022

NH Port Authority

REPAIR ORDER # 11470

STATUS : POSTED

2.00 S BATTERY CHARGE

10.00 20.00

Estimated

Initial:

Final:

Tracking No.

Totals

Subtotal	10,318.52
Shop Fees	10.00
Ship By Will Call	0.00
Sales Tax	0.00
Total Due	10,328.52
Total Paid	0.00
Balance Due	10,328.52

Tax Authority Details

Authority Code	Amount
NH	0.0000
NT	0.0000

Payment Details

Type	Amount	Payment Date

Misc Charges

Name	Amount	Tax
Hazardous Disposal Fees	10.00	0.00
Shop Fees	0.00	0.00
Sublet	0.00	0.00
Misc. Fees	0.00	0.00
Total	10.00	0.00

Service Requested

BOAT BEING HAULED BY INDEPENDANT HAULERS

BOTTOM PAINTING
 FIX HYDRAULIC LIFT GATE
 HYDRAULIC STBD STEERING CYL SEALS ARE LEAKING
 REPLACE FUEL TANK SENDING UNIT
 REPLACE FUEL FILTERS
 ENGINE OIL/FILTER CHANGE
 CHANGE LOWER UNIT OIL
 AFT DECK HATCH WILL NOT OPEN

90-920-7005

Harbor Master Boat Repairs (Munson)

APPROVED
 BY: [Signature] DATE: 3/4/22

Repair Order Recommendation

ONE SET OF KEYS ON RACK OTHER IN BOAT
 MUNSON MANUAL BY PRINTER
 KEYS ON RACK

ACID WASHED HULL
 SANDED HULL
 PRIMED AND BOTTOM PAINTED
 RECOND PROPS
 REPLACED FUEL FILTERS
 PERFORMED ENGINE OIL/FILTER CHANGE
 CHANGED LOWER UNIT OIL
 GREASED ENGINE AND ALL FITTINGS (DOORS, ENGINE, JACK PLATES, HINGES, LARGE AND SMALL DECK PLATES)
 REPLACED ALL ZINCS
 REPLACED FUEL TANK SENDING UNITS
 REPLACED FLOAT SWITCH, REPLACED BILDGE PUMP
 REPLACED WIPER BLADE
 REPLACED HYDRAULIC CYLINDER MOUNT
 REMOVED ALL 4 DECK PLATES AND LUBED
 REMOVED DECK PLATE WITH MISSING T-BAR HANDLE AND REPLACED WITH NEW COMPONENTS
 CHARGED BATTERIES
 REPLACED PORT ENGINE BROKEN HOOD LATCH

RAN ENGINES UP
 CHECKED FOR SHIFTING, ENGINE(S) PUMPING WATER, COMING UP TO OPERATING TEMPS

Disclaimer:

I hereby authorize the above work to be done along with the necessary materials. You and your employees may operate the unit herein described on any

MOTION

Director Parker:

The Pease Development Authority (“PDA”) Board of Directors retroactively approves of, and authorizes the Pease Development Authority – Division of Ports and Harbors (“PDA–DPH”) to proceed with, the additional work by HL Patten in the amount of \$21,740.00, required to complete the replacement of the floor drainage system at the Portsmouth Commercial Fish Pier Facility, originally approved by the PDA Board on October 21, 2021, for a total project cost not to exceed \$35,260.00; all in accordance with the Memorandum of Geno Marconi, Division Director, dated April 12, 2022, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement to allow PDA–DPH to contract with HL Patten, as HL Patten was already mobilized on site due to the Portsmouth Fish Pier reconstruction project and immediately available to perform the necessary work associated with the failed floor drainage system when Seacoast Sewer & Drain, Inc. encountered unexpected site conditions which had to be remedied before replacement of the drains could be completed.

NOTE: This motion requires 5 affirmative votes.

Roll Call Vote.




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: April 12, 2022
To: PDA Board of Directors
From: Geno Marconi, Port Director 
Subject: PFP Floor Drains – Additional Work Required

The building at the Portsmouth Commercial Fish Pier was built in 1977 with an addition completed in the early 1980's. Both sections of the building have refrigerated units, one (1) for the storage of lobster bait and one (1) for the storage of fresh fish and ice. Over the past three (3) years the drains have required more frequent cleaning to keep them functioning properly due to the age of the metal drain pipes.

During the construction of the bulkhead seawall the heavy vibration from machinery, vibratory pile driving, and drilling of the ledge, caused the drainage system to fail, which resulted in back-ups in the floor drains.

On October 21, 2021, the PDA Board of Directors approved a proposal by Seacoast Sewer for the replacement of the failed floor drains in the refrigerated lobster bait and fish/ice coolers and to connect the drains into the existing sewer system in the amount of \$13,520.00 . As the project proceeded the contractor encountered conditions that were not known at the time of the proposal that required a considerable amount of additional work and materials to complete the work. Specifically,

- The concrete floor was eighteen (18) plus inches thick requiring a larger concrete saw and additional time and labor;
- There was a concrete barrier (possibly an old footing) that required a saw cut hole to access the existing sewer line;
- Due to the lower elevation under the eighteen (18) inch concrete floor, there was no slope to gravity feed the water to the existing sewer line, resulting in the installation of a pump tank and pump;
- The placement of additional materials (concrete, re-bar) was necessary in order to cover the piping and close the trenches and excavation; and
- Additional electrical work was required for the operation of the pump.

As you know, HL Patten is the Division's general contractor for the steel bulkhead replacement project at the PFP. DPH engaged HL Patten to perform the excavation and concrete work while Seacoast Sewer was on site to complete the plumbing installation. The final cost of all this work was \$35,260, which is an increase of \$21,740 above the original estimate. This additional amount will be paid from the fish pier appropriation. The completion of this project now directs all water and fish fluids into the sewer system avoiding any improper discharge into the tidal water.

These individual issues were addressed as work was underway and the conditions became known. HL Patten was utilized as they were mobilized to the site already, thereby keeping the project on time and keeping increased costs to a minimum. As such, the Division is requesting retroactive approval from the Board for this additional expense, and a waiver of any required RFP requirement for the reasons set forth herein.

○ ○ ○ ○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

SEACOAST SEWER & DRAIN, INC
P.O BOX #267
KITTELY POINT, ME 03905 US
207-439-2900
snakemssd@gmail.com



INVOICE

BILL TO

Portsmouth Fish Co-Op
Pease Development
Authority Division
555 Market Street
Portsmouth, NH 03801

INVOICE # 436575
DATE 02/07/2022
DUE DATE 03/17/2022
TERMS Due on receipt

SALES REP

JC & BM & MB

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/07/2022	Labor - Commercial	Installed x6 new floor drains, PVC 3" SCHD-40 with proper fittings, pump tank & pump with plumbing tied into existing plumbing, PVC bedded in 3/4" crushed stone.	1	5,760.00	5,760.00
	Materials	160' of 3" SCHD-40 PVC	1	890.00	890.00
	Materials	3" SCHD-40 PVC WYE'S	12	14.50	174.00
	Materials	3" SCHD-40 PVC Couplings	12	8.00	96.00
	Materials	3" PVC Trap	1	14.00	14.00
	Materials	3" Tee WYE'S	2	14.00	28.00
	Materials	2" Ceck Valve & Shut off	1	92.00	92.00
	Materials	Cast Iron Floor Drains (special made)	6	100.00	600.00
	Materials	6 Yards of 3/4 Crushed Stone	6	58.00	348.00
	Materials	Liberty Pump & Pump Tank with Alarm & Float.	1	1,374.00	1,374.00
	Materials	Riser & Cover	1	105.00	105.00
	Materials	Glue & Primer	1	24.00	24.00
	Materials	3"PVC Cleanouts	4	18.00	72.00
	Materials	3" No-Hubs	10	19.00	190.00
	Materials	40' of 2" PVC SCHD-40	1	96.00	96.00
	Materials	2" PVC 90* Fittings	8	6.00	48.00
	Materials	2" No-Hubs	4	12.00	48.00
	Materials	Hanger Material	1	11.00	11.00

Fish Co-Op
Pierce Island

BALANCE DUE

\$9,970.00

HL Patten

CONSTRUCTION

PO BOX 450, KITTERY, ME 03904

INVOICE

BILL TO: NH Port Authority
555 Market Street
Portsmouth, NH 03801

DATE: 2/21/2022
SHIP TO: Fish Pier
INVOICE #: N022122

DATE	DESCRIPTION	UNIT-HOURS	RATE	AMOUNT
	Port Authority Misc. Work	Fish Pier Drains		25,290.00

The invoices on the following pages are from HL Patten subcontractors and included here for information only as the costs are included on this invoice.

TOTAL AMOUNT DUE:

\$ 25,290.00



INVOICE

183 STATE ROUTE 125 C-3
BRENTWOOD, NH. 03833

(603) 626-0440
(603) 642-7148 Fax

HL PATTEN CONSTRUCTION
PO BOX 450
KITTERY, ME 03904

INVOICE NO: 96941
INVOICE DATE: 01/20/22
PAYMENT TERMS: Net 30 Days
CUSTOMER #: HLPATT
PURCH ORDER #:
JOB REQUEST #:
ORDERED BY: BRUCE

JOB SITE: COMM FISH PIER
1 PIERCE ISLAND RD
PORTSMOUTH, NH

QTY	ITEM	DESCRIPTION OF WORK	UNIT PRICE	AMOUNT
1.00	FS	SAW CUT 360LF OF SLAB AND VAGUUM	1,900.000 each	1,900.00

POSTED
1/20

**Remit Checks to Address Above
Master Card / Visa Accepted**

SUBTOTAL:	\$1,900.00
SALES TAX:	\$0.00
TOTAL:	\$1,900.00

Thank You



WHITE CAP®

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

INVOICE

BRANCH ADDRESS
170 - PORTSMOUTH NH (AHH) (PZ10)
(603) 436-3833
255 WEST ROAD
PORTSMOUTH NH 03801
ROCKINGHAM

INVOICE NUMBER
50017814725
INVOICE DATE
01/25/2022
CUSTOMER PO NUMBER
BAIT HOUSE

ENROLLMENT TOKEN: VFD GTT SVP

SOLD TO: 10000211806
5 2 SP 0.730 E0005 I0031 D8618469221 S2 P8798107 0004:0007

TERRITORY:
SHIP TO: 10001903751

PLEASE REMIT PAYMENT TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852



HL PATTEN CONST INC
PO BOX 450
KITTERY ME 03904-0450

HL PATTEN CONST INC.13
NH P/U
6 SPENCE WAY
KITTERY ME 03904

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
01/25/2022	45749198	JASON TRACEY	ROLSTON, BRUCE	DENUZZIO, DOMENICK				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
170	10001903751	NET 30 DAYS	5. WALK IN	HL PATTEN CONST				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 19820070 *****	1	0	0	1	0.00	
1	43542060	#4 GR60 1/2"X20' REBAR SOLD/PC	20	11.59 EA	0	20	231.80	0.00
2	208GG432	5"X2" MARGIN TROWEL WITH WOOD HANDLE KRAFT	1	15.76 EA	0	1	15.76	0.00

DEAILY

Re-Bar
POSTED

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TOTAL GROSS	247.56
TOTAL TAX	0.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	247.56

RECEIVED BY: JASON SIGNATURE COPY ON FILE



183 STATE ROUTE 125 C-3
BRENTWOOD, NH. 03833

(603) 626-0440
(603) 642-7148 Fax

HL PATTEN CONSTRUCTION
PO BOX 450
KITTERY, ME 03904

INVOICE

INVOICE NO: 96965
INVOICE DATE: 01/27/22
PAYMENT TERMS: Net 30 Days
CUSTOMER #: HLPATT
PURCH ORDER #:
JOB REQUEST #:
ORDERED BY: BRUCE

JOB SITE: COMM FISH PIER
1 PIERCE ISLAND RD
PORTSMOUTH, NH

QTY	ITEM	DESCRIPTION OF WORK	UNIT PRICE	AMOUNT
1.50	FS	SAW CUT, CHAINSAW - 18" TOTAL THICKNESS - 2 MEN, 1.5 DAYS	2,000.000 each	3,000.00
1.00	FS	CHAINSAW SLAB, 1 MAN, 1 DAY	1,500.000 each	1,500.00
Remit Checks to Address Above Master Card / Visa Accepted				
			SUBTOTAL:	\$4,500.00
			SALES TAX:	\$0.00
			TOTAL:	\$4,500.00

Thank You



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BRANCH ADDRESS
170 - PORTSMOUTH NH (AHH) (PZ10)
(603) 436-3833
255 WEST ROAD
PORTSMOUTH NH 03801
ROCKINGHAM

INVOICE

INVOICE NUMBER
50017849071
INVOICE DATE
01/28/2022
CUSTOMER PO NUMBER

ENROLLMENT TOKEN: VFD GTT SVP

SOLD TO: 10000211806
10249 1 MB 0.485 E0341X I0570 D8634509913 S2 P8803627 0001:0001

TERRITORY:
SHIP TO: 10002598841

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852



HL PATTEN CONST INC
PO BOX 450
KITTELY ME 03904-0450

PICK UP
CUSTOMER PICK UP
255 WEST ROAD
PORTSMOUTH NH 03801

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
01/28/2022	45804618	BRUCE ANDERSON	ROLSTON, BRUCE	O'MALLEY, TOM P
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
170	10002598841	NET 30 DAYS	5. WALK IN	PICK UP

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 19855760 *****	1	0	0	1	0.00	
1	595270290	FOAMULAR 250 2"X4'X8' SCORED SQUARE EDGE OWENS <i>Box Authority - misc work Fish Pier Floor Drains at Box 2-8-22 Replace Insulation under concrete</i>	11	41.00 EA	0	11	451.00	0.00

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TOTAL GROSS	451.00
TOTAL TAX	0.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	451.00

RECEIVED BY: BRUCE SIGNATURE COPY ON FILE

Please Remit Payment to:



HISSONG READY-MIX & AGGREGATES, LLC
P.O. Box 878
KENNEBUNK, ME 04043
 Phone (207)985-9345 Fax (207) 985-9330

Invoice

Date	Invoice #
2/1/2022	141686

Customer

H. L. Patten Construction Company, Inc.
 P. O. Box 450
 Kittery, ME 03904

Delivery Address

PDA Commercial Fish Pier
 1 Pierce Island Rd
 Portsmouth
 NH

Account #	P.O. Number	Reference #	Terms
HLP10		9	Net 30

Ticket #	Product	Description	U/M	Qty Delivered	Unit Price	Amount
67861	4542210N	4500 3/4 Int w/MRWR		4.5	140.00	630.00
67861	Short Load	Short Load Charge		1	100.00	100.00
67861	900102	Winter Service		4.5	5.00	22.50
67861	900163	2% MasterSet FP 20 4000 psi+		4.5	18.00	81.00
<p><i>Box Authority - Misc. Work at BDA 2-9-22</i></p>						

Subtotal	\$833.50
Sales Tax (0.0%)	\$0.00
Total	\$833.50
Payments/Credits	\$0.00
Balance Due	\$833.50

FINANCE CHARGES may apply to past due invoices. The FINANCE CHARGES are computed by a periodic rate of 1.5% per month which is an annual percentage rate of 18% (or the maximum amount permitted by state law, whichever is less).

We accept Visa, MasterCard and Discover



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PO Box 4944, Orlando, FL 32802-4944

INVOICE

BRANCH ADDRESS
170 - PORTSMOUTH NH (AHH) (PZ10)
(603) 436-3833
255 WEST ROAD
PORTSMOUTH NH 03801
ROCKINGHAM

INVOICE NUMBER	50017882561
INVOICE DATE	02/02/2022
CUSTOMER PO NUMBER	

ENROLLMENT TOKEN: VFD GTT SVP

SOLD TO: 10000211806
36 1 MB 0.485 E0035 10054 D8661117411 S2 P8827847 0002:0004

TERRITORY:
SHIP TO: 10002598841

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852



HL PATTEN CONST INC
PO BOX 450
KITTELY ME 03904-0450

PICK UP
CUSTOMER PICK UP
255 WEST ROAD
PORTSMOUTH NH 03801

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
02/02/2022	45866634	JASON TRACEY	ROLSTON, BRUCE	O'MALLEY, TOM P				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
170	10002598841	NET 30 DAYS	5. WALK IN	PICK UP				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 19894606 *****	1	0	0	1	0.00	
1	438431247	100Z TUBE SIKAFLEX 1A LIMESTONE URETHANE SEALANT 24/BOX SIKAFLEX	6	10.99 EA	0	6	65.94	0.00
		<i>Post Authority - Misc. Work FISH PIER DRAINING ok BOA 2-15-22 Sealant</i>						

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TOTAL GROSS	65.94
TOTAL TAX	0.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	65.94

RECEIVED BY: JASON

SIGNATURE COPY ON FILE



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INVOICE

BRANCH ADDRESS
170 - PORTSMOUTH NH (AHH) (PZ10)
(603) 436-3833
255 WEST ROAD
PORTSMOUTH NH 03801
ROCKINGHAM

INVOICE NUMBER
50017886282
INVOICE DATE
02/02/2022
CUSTOMER PO NUMBER
FISH PIER

ENROLLMENT TOKEN: VFD GTT SVP

SOLD TO: 10000211806
36 1 MB 0.485 E0035 I0055 D8661125699 S2 P8827847 0003:0004

TERRITORY:
SHIP TO: 10002598841

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852



HL PATTEN CONST INC
PO BOX 450
KITTEERY ME 03904-0450

PICK UP
CUSTOMER PICK UP
255 WEST ROAD
PORTSMOUTH NH 03801

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
02/02/2022	45860010	BRUCE ANDERSON	ROLSTON, BRUCE	O'MALLEY, TOM P
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
170	10002598841	NET 30 DAYS	5. WALK IN	PICK UP

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 19890734 *****	1	0	0	1	0.00	
1	438432297	29OZ CARTRIDGE LIMESTONE SIKAFLEX 1CSL SELF LEVELING POLYURETHANE SEALANT SIKA <i>Port Authority - Misc. Work FISH PIER DRAINS of BDA 2-15-22 Sealant</i>	2	29.99 EA	0	2	59.98	0.00

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For questions regarding this invoice please call 1-866-857-0295. NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale to view complete terms and conditions.	TOTAL GROSS	59.98
	TOTAL TAX	0.00
	TOTAL SHIPPING AND HANDLING	0.00
	TOTAL INVOICE	59.98

RECEIVED BY: BRUCE SIGNATURE COPY ON FILE



WHITE CAP.

White Cap, L.P.
PO Box 4944, Orlando, FL 32802-4944

INVOICE

BRANCH ADDRESS
170 - PORTSMOUTH NH (AHH) (PZ10)
(603) 436-3833
255 WEST ROAD
PORTSMOUTH NH 03801
ROCKINGHAM

INVOICE NUMBER	50017908883
INVOICE DATE	02/07/2022
CUSTOMER PO NUMBER	FISH PIER

ENROLLMENT TOKEN: VFD GTT SVP

SOLD TO: 10000211806
36 1 MB 0.485 E0035 I0056 D8677828645 S2 P8827847 0004:0004

TERRITORY:
SHIP TO: 10001903751

PLEASE REMIT PAYMENT TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852



HL PATTEN CONST INC
PO BOX 450
KITTEERY ME 03904-0450

HL PATTEN CONST INC.13
NH P/U
6 SPENCE WAY
KITTEERY ME 03904

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
02/07/2022	45905935	JASON TRACEY	ROLSTON, BRUCE	O'MALLEY, TOM P
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
170	10001903751	NET 30 DAYS	5. WALK IN	HL PATTEN CONST

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 19923192 , 19920974 *****	1	0	0	1	0.00	
1	227HSCM805K	80LB BAG 5000 PSI CONCRETE MIX QUIKRETE	10	7.99 BAG	0	10	79.90	0.00
2	208BC229	SHORT HANDLE MORTAR HOE KRAFT	1	26.79 EA	0	1	26.79	0.00
3	7793555410	SILPRO EASY PLUG 10LB/EA 4/CS 144/SK	1	22.13 EA	0	1	22.13	0.00

*Box Authority - Misc. Work
Fish Pier Drains
ok BOA 2-15-22

Hand mix cement
in Bathroom*

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For questions regarding this invoice please call 1-866-857-0295.		TOTAL GROSS	128.82
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE		TOTAL TAX	0.00
Visit https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale to view complete terms and conditions.		TOTAL SHIPPING AND HANDLING	0.00
RECEIVED BY: JASON	SIGNATURE COPY ON FILE	TOTAL INVOICE	128.82



Bruce Andersen <bruce@hlpatten.com>

Fish Pier

2 messages

Bruce Anderson <bruce@hlpatten.com>
To: Jason Tracy <jtracy.metric@gmail.com>

Wed, Feb 2, 2022 at 9:25 AM

Go back through your log book and try and come up with the hours you used the skid steer so we can bill it please

Jason Tracy <jtracy.metric@gmail.com>
To: Bruce Anderson <bruce@hlpatten.com>

Thu, Feb 3, 2022 at 6:55 AM

1/20-3 hours, 1/21-8 hours, 1/22-5 hours, 1/26-3 hours, 2/2-2 hours
[Quoted text hidden]

Port Authority - Misc. Work						
	Labor	Material	Equip.	Subcon.	Markup	Total
Fish Pier Drains						
Jason Tracy - 96 MH	8640				0	8640
Don Penney - 59.5 MH	3868				0	3868
Jeremy Pritchett - 6MH	360					360
Brian Bailey - 4MH	240					240
Elwyn Park Subcontract Labor	1440				288	1728
Moore Concrete - 1/20				1900	380	2280
Moore Concrete - 1/27				4500	900	5400
Hissong - 2/1		833.5			166.7	1000
White Cap - 1/25		247.56			49.51	297
White Cap - 1/28		451			90.2	541
White Cap - 2/02		65.94			13.19	79
White Cap - 2/02		59.98			12	72
White Cap - 2/07		128.82			25.76	155
Skid Steer - 21 Hours			630			630
Total for Job						25290

Skis Steer - 1/20 (3), 1/21 (8), 1/22 (5), 1/26 (3), 2/2 (2)

Jason Tracy - 1/26, 2/2, 2/9, 2/16

Don Penney - 1/26, 2/2, 2/9, 2/16

Jeremy Pritchett - 2/2, 2/9

Brian Bailey - 1/26, 2/9

CERTIFIED MOTION

I, Paul E. Brean, Executive Director of the Pease Development Authority, do hereby certify that the following is the motion the Port Committee resolved to adopt at its April 14, 2022 Committee meeting:

The Port Committee of the Pease Development Authority (PDA) Board of Directors hereby recommends to the PDA Board of Directors that it grant waivers for the 2022 season to current Rye Harbor Marine Facility Right-of-Entry holders who have requested, in writing, to conduct the sale of ready-to-eat, restaurant style food items from their respective Rye Harbor Marine Facility premises, subject to the following conditions for the 2022 season:

- Provision to the Division of Ports and Harbors (DPH) of proof of all required state and local permits to operate a food service establishment at Rye Harbor prior to the commencement of operations;
- Provision, at the expense of the Right-of-Entry holder, of a police detail during hours of operation on Saturdays, Sundays, and holidays, as determined necessary by DPH and scheduled in consultation and coordination with DPH staff, subject to further review by the PDA Board at its June and August meetings;
- Provision by the Right-of-Entry holder of trash receptacles at its premises and of daily litter and trash collection and placement into the dumpster located at the Rye Harbor Marine Facility;
- Active daily management by the Right-of-Entry holder of its customers to avoid impediments to other Rye Harbor businesses, harbor entry/exit areas, fire lanes, boat ramps and piers, including, but not limited to provision of information on parking, trash receptacle locations and facility layout; and
- For those Right-of-Entry holders without a corresponding Pier Use Permit, provision to the DPH of a detailed weekly written report of the purchase of locally sourced (Rye Harbor and NH Seacoast) food products for sale at their Rye Harbor Marine Facility premises.
- A limitation on seating as determined by the PDA Board of Directors in consultation with staff.

Further, the Port Committee recommends that the PDA Board of Directors direct the PDA Executive Director, subject to available DPH funding, to undertake a facility analysis of the Rye Harbor Marine Facility and preparation of a facility master plan in advance of the 2023 summer season; and

Further, the Port Committee will study, and in consultation with the PDA Executive Director, report back to the PDA Board of Directors regarding the permit / license and fee structure at the Rye Harbor Marine Facility, including, but not limited to such matters as traffic, safety, parking, moorings, and general use of the Facility.

In witness hereof, I hereto set my hand at Portsmouth, New Hampshire, this 14th day of April, 2022.



Paul E. Brean, Executive Director
Pease Development Authority

Motion

Pease Development Authority Division of Ports and Harbors Advisory Council

April 13, 2022

Vice-Chairman Brad Cook:

After review and consideration of the Division of Ports and Harbors (the "Division") detailed Report of March 4, 2022, the Port Advisory Council strongly supports the recommendation of the Division Director, Geno Marconi, that the terms and conditions of the Right of Entry (ROE) dated June 30, 2020, between the Rye Harbor Lobster Pound and the Pease Development Authority be enforced so as to limit use to the retail sale of lobster catch and parking with storage of catch permitted in an adjoining building.

The Council finds the recommendation to be fully supported by the Report's exhaustive documentation of the Rye Harbor Lobster Pound's clear failure to comply with the stipulations of the Governor's April 20, 2021 one year waiver from compliance with the Right of Entry's use terms.

As clearly demonstrated by the detailed evidence referenced in the Report, any further efforts to accommodate the sale of restaurant style food items for onsite consumption by the general public, would be incompatible with the Rye Harbor marine facility's intended purpose of providing recreational and commercial ocean related activities direct access to the sea and detrimental to the other users of the facility and public safety.

The motion was seconded by Mike Donahue

A vote was taken and all Council members in attendance, with the exception of Erik Anderson, who abstained from voting, were in favor and the motion passed.

VINTAGE



FISH COMPANY®
RYE HARBOR, N.H.

Adam J. Baker
1870 Ocean Blvd.
P.O. Box 86
Rye, NH 03870
adam@vintagefishcompany.com
603.801.2141

Mr. Geno Marconi
Director of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

March 23, 2022

Mr. Marconi,

I am writing to request a waiver to operate outside my current Right of Entry for the 2022 season and the ability to be heard moving forward to have my Right of Entry adjusted and expanded to allow me to sell food moving forward.

Based upon the recent article in Seacoast Online and the Governor's decision to continue to allow the Rye Harbor Lobster Pound to operate outside of their Right of Entry contract and agreement, I also would like to be able to operate outside of mine. I am currently in discussion with Tuckaway Tavern to sell their pre-packaged meats and also with multiple coffee companies to sell their products. I have other ideas I am still exploring.

As you know, my business struggled the past two seasons, 2021 being worse. As a businessman, I am working to expand my business and increase sales and revenue.

Respectfully submitted,

Adam Baker
Vintage Fish Company

Geno Marconi

From: Petey's Summertime Seafood Restaurant <info@peteys.com>
Sent: Thursday, March 24, 2022 2:13 PM
To: Geno Marconi
Subject: Petey's Lobster Pound, Rye Harbor

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

Dear Geno,

After reading the newspaper articles of yesterday and today regarding the Rye Harbor Lobster Pound...

I am requesting a waiver to serve food at my shack, "Petey's Lobster Pound" in Rye Harbor.

We are both lobster pounds so I assume that our right of entry contracts are the same, yet they are allowed to serve food and I am not.

I expect, given this situation, that my waiver will be granted.

Please advise me of any further action needed on my part.

I am also requesting that you forward this to any appropriate parties.

Thank You,

Peter Aikens, Jr.

owner, Petey's Summertime Seafood, Rye NH
owner, Petey's Lobster Pound, Rye Harbor NH

Petey's Summertime Seafood Restaurant
1323 Ocean Blvd.
Rye, New Hampshire 03870
info@peteys.com
Tel: (603) 433-1937
Fax: (603) 431-5809



10:32

LTE

Cancel

Rye Harbor



Hello Geno,

I'm sorry for such a short letter with a bad tone to it!

I am formally requesting a waiver for my "shack" at Rye Harbor to be able to operate out of the scope of what they were designed for! I would like to serve food and beverages from my office! I figure if Rye Harbor Lobster Pound can do it, so can I! It would be unfair of the Governor or yourself to not include me in being able to operate a full blown restaurant! At least I have a boat that operates out of Rye Harbor!

Thank You for your attention to this matter!

Respectfully,
Patrick Dennehy
Owner Tontine Charters
Sent from my iPhone

BLACK DOG.

RYE HARBOR, NH

Friday, March 25, 2022

Pease Development Authority
NH Division of Ports and Harbors
555 Market Street – Suite 1
Portsmouth NH 03801

Attn: Geno Marconi, Director of Ports and Harbors

Re: "Right of Entry" (ROE) – Waiver Request for Black Dog Charters, Rye NH

Dear Mr. Marconi,

I am writing this letter to request the PDA-DPH approve a waiver to the "Right of Entry" (ROE) agreement between the PDA and Black Dog Charters (BDC), LLC to allow sale of prepared foods & beverages, specifically ice cream, shakes, canned soda and water.

Black Dog will continue to operate a commercial Charter Boat Operation, Ticket Office, and retail sales of Bait & Tackle in/from the Rye Harbor facility.

With this approval, I would like to remove/replace the existing structure(s) and propose a replacement structure of 14' x 22'. Additionally, I would like to install a small patio (14' x 8') at the front of the structure to allow a picnic table/seating.

As you know, BDC has been operating out of Rye Harbor since 2005 and acquired the existing structure from Island Cruises, Inc. in 2018. Since acquiring this structure I have been coping with the adverse effect Rye Harbor Lobster Pound (RHLP) is having on my business.

If you like, I can gladly detail these issues, but I am positive the PDA has heard them all prior.

This ROE change is a way for my business to survive in the current Rye Harbor environment.

In the event this waiver is denied, I respectfully request the PDA considers the following:

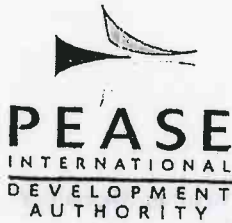
1. Reduce the annual ROE fee for BDC from \$1000.00 to \$500.00
2. Eliminate the parking fees for BDC customers to align with the parking fees charged to RHLP patrons.
3. Require RHLP to clean, maintain and police the area behind their facility to reduce the attraction of rodents.

I would like to thank you in advance for your consideration to this request. If I can answer any questions, please do not hesitate to call.

Cordially,



Dwight A. Tuttle Jr.
Black Dog Charters, LLC
PO Box 508
Rye, NH 03870
C: 603.817.7797
H: 603.580.2500



55 International Drive, Portsmouth NH 03801

April 1, 2022

natehanscom@comcast.net

sylviacheever@gmail.com

Mr. Nathan Hanscom
Ms. Sylvia Cheever
Rye Harbor Lobster Pound
91 Gulf Road
Derry, NH 03038

Dear Nate and Sylvia,

I hope all is well and congratulations on the opening of your new restaurant, The Hungry Lobster, in Rye.

I am writing regarding your Right-of-Entry ("RoE") with the Pease Development Authority, Division of Ports and Harbors ("PDA-DPH"), for the purpose of providing a location for a building to be "used for the retail sales of lobster catch and parking." As you know, the upcoming season is the third and final season under the current RoE, for which you pay the State of New Hampshire \$1,000/year.

In the spring of 2021, your business, Rye Harbor Lobster Pound ("RHLP"), was granted a one-year waiver to operate beyond the parameters of the RoE in order to operate a restaurant-style business and sell ready to eat items such as chowders, lobsters rolls, lobster dinners, and steamers. This one year waiver was subject to specified conditions.

As we look ahead to the 2022 summer season, please advise PDA-DPH in writing whether you again wish for a waiver to operate beyond the terms of the RoE this season, specifying the nature of the activities you wish to engage in and your planned menu items. Please be advised that given the facility constraints at Rye Harbor, and the underlying purpose of the state harbor and the RoE, any waiver request must be approved by the PDA Board of Directors and, if granted, would be subject to conditions, including but not limited to:

- Proof of all required state and local permits to operate a food service establishment at Rye Harbor;
- Provision of a police detail by RHLP during RHLP hours of operation on Fridays, Saturdays, Sundays and holidays;
- Provision of daily litter and trash collection by RHLP;

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

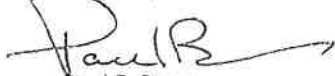
Page Two
April 1, 2022

- Active daily management of RHLF customers by RHLF to avoid impediments to other Rye Harbor businesses, harbor entry/exit areas, fire lanes, boat ramp and piers; and
- Provision of detailed weekly written proof by RHLF of buying locally sourced (i.e. Rye Harbor and NH seacoast) seafood products for sale at RHLF.

Additionally, please be advised that all free 30 minute public parking is being eliminated from the Rye Harbor entrance area this spring as we reconfigure the harbor entry/exit to address public safety and provide a dedicated/segreated fire lane. Moving forward, all public parking will be pay for parking behind the guard rail and gate house.

Thank you for your attention to this matter. I look forward to your reply.

Sincerely,

A handwritten signature in black ink that reads "Paul E. Brean". The signature is stylized with a large, looped "P" and "B".

Paul E. Brean
Executive Director

Cc: Geno Marconi, Director DPH

April 13, 2022

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

Dear Paul,

RE: In response to the letter dated April 1, 2022

Looking forward to the 2022 season we are grateful to have the opportunity to open as we did last year and all the seasons before. We are eager to work toward a long term solution so the RoE of June 2023 will have food concessions reinstated and we all can return to normalcy. We would love to have the RoE restored as it has been for decades, but right now we are offered no other choice but to accept the conditions that have been recently mandated. This action at least offers us the opportunity to open the RHLP (Rye Harbor Lobster Pound) where not accepting does not. We are hoping an effort will be made by the PDA (Pease Development Authority) to help create a long term solution in the near future that aids in supporting us all at the harbor without such new personal costs and requirements. We are also curious if the other food vending ROE's at Rye Harbor are and will be provided the same requests and requirements. We hope for open communication with the PDA and Port Authority regarding these new current solutions and hopeful future evolving solutions that would benefit all in the harbor.

To clarify, we pay the State of NH \$2,000.00 a year, over \$37,000 in Meals Tax and support the local community and lobstermen. We have been serving prepared food for 20 years with the permission of the Port Authority. The food concessions is directly connected to the viability of our business and by removing the food concessions from the current RoE it would squash the business, our personal lives, and have a negative ripple effect on the community and harbor we support.

There are 180 active vessels and businesses that bring in traffic to Rye Harbor, RHLP is a small percentage of this traffic. We are only one of the many businesses in the harbor.

One of the bigger traffic generators is the whale watch that offers two trips a day with a max capacity of over 200 passengers plus employees in each trip. The same group also charters up to 49 passengers plus crew twice a day this does not include the other approximately 178+ harbor entities. I have seen cars backed up on Route 1A in both directions waiting to access the entrance of the harbor before even making their way to the parking lot or to pick up tickets. Last year in 2021, even after all the publicity that was caused by the change of the ROE, we averaged 90.4 total transactions over a 10 hour day for the season. That number is half the capacity of traffic that one trip on the whale watch can bring. In addition, the Harborside with it's

food concessions has people walking and congregating in the diverging conjunction where the commercial fishing and recreational traffic flow is. I would hope that any additional costs for Police type detail at the harbor would be jointly shared by the ROE's and other active traffic businesses. The lack of seating and picnic tables, that were removed and not replaced for covid, complicate this as people don't know where to go to enjoy the harbor safely.

As far as the water availability, we inquired with the Rye Water department and found out to put in a separate dedicated line to the shack would be approximately \$50,000, which is cost prohibitive. The existing water framework is sufficient for the several businesses that currently utilize the Marina's water. Water access for all businesses is important for public and fire safety. With your permission, we will contact the Rye Water department to put a meter on the RHLP building, at our expense, so we may be responsible for the water that is used in the Rye Harbor Marina facility.

We look forward to the continued mutual effort to come to a long term solution.

Sincerely,

Nathan Hanscom
Sylvia Cheever
Rye Harbor Lobster Pound

CC: Neil Levesque, Vice Chair Board of Directors,
Erik Anderson Board of Directors, Port Committee
Steve Fornier Board of Directors, Port Committee
Paul Brean Executive Director
Geno Marconi, Director DPH


Seasonal Sales Transactions and Estimated Traffic Analysis

Year of Operation	2017		2018		2019		2020		2021	
	6/9 - 10/9		5/24 - 9/27		5/23 - 9/30		5/21 - 10/13		5/25 - 10/11	
# Days of Operation	121		131		131		145		147	
# Hours of Operation Per Day	10		10		10		10		10	
# of Total Season Sales Transactions	7,598		10,224		11,488		18,023		17,732	
Avg # Sales Transactions Per Week	440		546		614		870		844	
Avg # Sales Transactions Per Day	63		78		88		124		121	
Avg # Sales Transactions Per Hour	6		8		9		12		12	
Weekday/Weekend Sales Estimates (Note 1)										
Est # Sales Per Weekday	44		55		61		87		84	
Est # Sales Per Weekend Day	110		137		153		218		211	
Est # Sales Per Hour (Weekday)	4		5		6		9		8	
Est # Sales Per Hour (Weekend)	11		14		15		22		21	
Weekday/Weekend Traffic Estimates (Note 2)										
Est Vehicle Traffic Per Day (Weekday)	33		41		46		65		63	
Est Vehicle Traffic Per Day (Weekend)	82		102		115		163		158	
Est Vehicle Traffic Per Hour (Weekday)	3		4		5		7		6	
Est Vehicle Traffic Per Hour (Weekend)	8		10		12		16		16	

Note 1: Estimate assumes that weekend sales are approximately 50% of the overall weekly sales. Weekday sales are 50% of weekly sales.

Note 2: Entire season individual transaction/traffic averages from first transaction to last transaction. Traffic numbers will be est at 25% lower than sales transaction averages due to additional same party purchases, arriving on foot or bicycle, customer of other vendor/business. Sales transactions and traffic average will fluctuate for weekday or weekend (see note 1)

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: April 12, 2022
Re: Special Event

I am pleased to report on the following special event:

1. Cisco Brewers Portsmouth (a/k/a Redhook) will be hosting the 25th Annual Cisco Brewers Portsmouth Memorial Day 5k Road Race to be held on May 29, 2022 which will benefit the Krempels Center located in Portsmouth

 **Krempels Center**
New Life After Brain Injury

November 29, 2021

Liz LaCava Pease Development Authority
55 International Dr.
Portsmouth, NH 03801

Dear Liz,

I'm asking for permission, from the PDA, to hold the 25th Annual Cisco Brewers Portsmouth Memorial Day 5K road race on Sunday, May 29, 2022.

The format will be the same as it has been for the past 25 years.

The race will start at 11:00 am, with all runners and walkers finishing by noon. We are limiting the number of participants again this year to 2,000. The post-race party would be held at the Brewery and all festivities should be complete by 2:00 pm. Set-up will be performed by volunteers Sunday morning before the race. Clean up will take place after the post-race celebration.

Attached is a map outlining the planned racecourse and our in-progress 2022 Events Plan for your review and evaluation. Race personnel and the Portsmouth Police Department will manage all intersections on the course to ensure safety and minimize any disruptions to traffic flow through the Tradeport. As always, we are proud to confirm that 100% of all the net proceeds from this race is donated. The Krempels Center, located at the Community Campus here in Portsmouth, will once again be the benefactor and our hope is to exceed \$60,000.

Thank you for your consideration and should you have any questions or require additional information, please let me know at your earliest convenience.

Wishing you and yours a happy, healthy holiday season,

Becky

Becky Kates
Krempels Center
bkates@krempelscenter.org

Cisco Brewers Portsmouth 5K Events Plan 2022

1. Insurance - Certificate of Insurance will be forwarded to the PDA from our insurance carrier.
2. Permits - Permits from the City of Portsmouth will be obtained and forwarded to the PDA; a written request to the City of Portsmouth has been submitted.
3. Parking Lots - Event parking will be on the grounds of Cisco Brewers, Ocean Properties and Two International Group. Written permission will be obtained and forwarded to the PDA.
4. Permission from Tenants - All pre and post-race events will be at held at Cisco Brewers only.
5. Parking - Cisco Brewers, Paddy's Restaurant, Two International Group and Sig Sauer.
6. Traffic Control - Intersection of Corporate and Rye, Grafton, at the intersection of Aviation, diverting traffic down Aviation past Durham St. intersection, Corporate and International, International and Rye. The Portsmouth Police will drive the lead vehicle at the start of the race. Krempels Center will have sweep vehicle at the back of the race.
7. Porta-potties - 50 porta-potties will be located on the grounds of Cisco Brewers.

We perform a pre-race inspection of the course, removing any debris from the roads, if necessary. After all participants have finished the race, a post-race inspection of the course is performed, collecting any/all trash that may have been discarded during the race.



CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
kconard@cityofportsmouth.com
(603) 610-7201

Karen S. Conard
City Manager

December 9, 2021

Becky Kates
Krempels Center
bkates@krempelscenter.org

Dear Becky:

At the December 6, 2021 City Council meeting, your letter dated November 23, 2021 was referred to the City Manager with the authority to act. Your request to hold the Annual Cisco Brewers Portsmouth Memorial Day 5K on May 29, 2022 at 11:00 a.m. beginning and ending at the Cisco Brewery on Pease International Tradeport is approved. Please ensure you have received authorization from the Pease Development Authority.

Your continued cooperation with the Portsmouth Police Department to assure adequate public safety is appreciated. You will need to ensure that all trash is removed and all signs are down, as this may affect future approvals.

I would like to briefly discuss the logistics of this event with you and City staff. Please contact Joanna Diemer of my office at (603) 610-7211 to schedule a mutually convenient date and time for a conference call to discuss your event.

Sincerely,

Karen S. Conard
City Manager

KSC/jsg

c: Todd Germain, Fire Chief
Mark Newport, Police Chief
Peter Rice, Public Works Director
James Dumont, General Foreman, Public Works