

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

BOARD OF DIRECTORS' MEETING

AGENDA

- I. **Call to Order / Roll Call:**
- II. **Acceptance of Meeting Minutes: Board of Directors' Meeting of June 16, 2022 * (Anderson)**
- III. **Public Comment:**
- IV. **Old Business:**
 - A. Reports:
 1. Skyhaven Airport Ineligible Grant Costs *
 2. 165 Arboretum, LLC – Presentation *
 - B. Approval:
 1. 165 Arboretum, LLC – Concept Approval * **(Fournier)**
- V. **Finance:**
 - A. Executive Summary *
 - B. Reports:
 1. FY2022 Financial Report for the Twelve Month Period Ending June 30, 2022 *
 2. Cash Flow Projections for the Nine Month Period Ending April 30, 2023 *
- VI. **Licenses/ROEs/Easements/Rights of Way:**
 - A. Reports *:
 1. IAPP – 100 New Hampshire Avenue - Right of Entry
 2. Jalbert Leasing, Inc. d/b/a C & J Bus Lines– 96 Grafton Drive - Right of Entry
 3. Town of Newington Police Department – North Apron – Right of Entry
 4. IAPP – 100 New Hampshire Avenue - Right of Entry
 - B. Approval:
 1. Wood Environment & Infrastructure Solutions, Inc. – 35 Airline Avenue *
(Lamson)
- VII. **Leases:**
 - A. Reports *:
 1. Sublease from NH Avenue Retail Center, LLC to RWW Home & Community Rehab Services, Inc. – 14 Manchester Square (Suite #150)

2. Sublease from 30 International Drive, LLC to Pan Am Group, LLC – 30 International Drive
3. Sublease from 100 International, LLC to Waterstone Mortgage Corporation – 100 International Drive (Suite #355)
4. Sublease from 68 New Hampshire Ave LLC to Lonza – 68 New Hampshire Avenue

VIII. Contracts:

A. Reports *:

1. OAG Aviation Worldwide LLC – License Agreement – Terminal FIDS Boards at PSM – Exercise of Option Extension
2. Martineau Electric – On-Call Electrical Maintenance Services – Exercise of Option Extension
3. Vogel Vending, Inc. – Two ATMs – Exercise of Option Extension
4. Stanley Elevators – Elevator Service & Repair Service - Exercise of Option Extension

B. Approvals:

1. Compass Facility Services, Inc. – Rate Increase * (**Levesque**)
2. Alliance Group Inc.– Pease Golf Course Clubhouse - Replace CPVC Piping at the Pease Golf Course Clubhouse * (**Ferrini**)
3. University of New Hampshire - Wildcat Sports Properties, LLC – Sponsorship Agreement * (**Parker**)

IX. Executive Director:

A. Reports:

1. Golf Course Operations
 - (i) June 2022 and July 2022 *
2. Airport Operations *
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) June 2022 and July 2022 *

B. Approval:

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

X. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council Minutes of May 11, 2022 *
2. Commercial Mooring Transfer – Wilich to Carter *
3. Commercial Mooring Transfer – Hogan to Lamott *
4. Commercial Mooring for Hire – Esther’s Marina, LLC *
5. Portsmouth Fish Pier - Change Order 10 *
6. Biennial Report for the Fiscal Year Periods Ending June 30, 2020 & June 30, 2021 *
7. Board Review of Rye Harbor Right of Entry Waiver – Police Detail *
8. Right of Entry - Swell Oyster Company, LLC – Charter Boat Operations at Hampton Harbor *
9. Hampton Water Line Leak *
10. Reallocation of Mitigation Funds to ARM Fund

- B. Approvals:
1. Northeast Fishery Sector XI - Portsmouth Fish Pier – Office Rental - Right of Entry *
(Anderson)
 2. Hampton Harbor Marine Facility – Float and Dock Replacement - Change Order *
(Levesque)
 3. Appledore Marine Engineering – Functional Replacement - Amendment #1 *
(Lamson)
 4. BUILD Main Wharf Rehabilitation Project at the Market Street Marine Terminal –
Delegation to Division Director * **(Parker)**
 5. Riverside & Pickering Marine Contractors for 2 projects: * **(Ferrini)**
 - Portsmouth Fish Pier, Six (6) Fender Pile replacement
 - Burge Wharf, Guide Pile re-set
- C. Board Action on Mooring Permit Appeal (Pda 514.08):
1. Appeal of Stephen N. Bailey – Recommended Decision of Director Ferrini *
(Fournier)

XI. Special Event:

- A. Report *:
1. Sabine Strong 3.3 Mile Run/Walk held on Sunday, August 14, 2022

XII. Upcoming Meetings:


Executive Committee	September 1, 2022 @ 11:30 a.m.
Golf Committee	September 12, 2022 @ 8:30 a.m.
Finance Committee	September 12, 2022 @ 9:00 a.m.
Board of Directors	September 15, 2022 @ 8:30 a.m.

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

XIII. Directors' Comments:

XIV. Adjournment:

XV. 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 Anderson:

I make a motion to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, June 16, 2022.

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

Thursday, June 16, 2022

Presiding: Stephen M. Duprey, Chairman
Present: Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Erik Anderson; Margaret F. Lamson; and Susan B. Parker
Attended via Zoom: Steve Fournier was located in Keene, NH (alone in a room)
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; Greg Siegenthaler, IT Director; Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance; Chasen Congreves, Manager of Airport Administration and Raeline A. O'Neil, Legal Executive Assistant

I. Call to Order / Roll Call:

Chairman Duprey ("Duprey") called the roll with all physically present with the exception of Steve Fournier who attended the meeting via Zoom as he was located in Keene, NH (alone in a room) for a conference; the meeting commenced at **9:06 a.m.**

Director Lamson ("Lamson") indicated she was asked to hand out a letter from the Town of Rye to the Board members.

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of May 19, 2022

Director Parker **moved** the **motion** and Director Anderson **seconded** to **approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, May 19, 2022.**

Discussion: Both Chairman Duprey and Vice Chair Levesque abstained from voting on the minutes as they were not in attendance at the May meeting.

Disposition: Resolved by **unanimous** roll call (5-0) vote for; motion **carried.**

III. Public Comment:

Duprey requested speakers to keep public comments to three minutes.

Eric Robinson – East West Aeronautical ("EWA") – stated EWA is ready to present its plans to the Board for the North Forty for cargo. Plans will show considerations made of environmental and noise concerns. EWA asked if the Board is considering extension of the option agreement of the North Forty, that it be postponed until EWA has an opportunity to present its plan. Scott Webster spoke to a written request to staff to meet and review what it is planned.

Mike Lehrman – Deferred to Phil Winslow

Phil Winslow – Vice Chair of the Board of Selectman in Rye – stated Rye is directly under the flight path of Runway 34 used by 80% of all flights (take off / landing) at Pease. Regardless of the stage level of the aircraft, any incoming night flights disturb the sleep of residents. While PDA has authority over Pease and Rye Harbor, Rye does not have representation on the PDA Board which makes decisions which affect its quality of life. The only opportunity for input that Rye has impacting its 5,500 constituents is to speak at Board at public comment meetings and make submissions in writing regarding concerns. Support nighttime military flights but do not support nighttime flights for the financial benefit of developers. Spoke to the letter Director Lamson passed out to the Board at the onset of the meeting which represents concerns regarding noise, environmental impact, infrastructure. (NOTE: The letter presented was dated April 11, 2022.)

Roger Groux – Chairman of the Port Advisory Council (“PAC”) –spoke to the support by PAC of the request for an additional employee, Deputy Director Ports and Harbors. There have been three major bridge reconstructions, the turning basin project, supporting several projects associated with the Portsmouth Naval Shipyard and improvements at the State pier. The Director is overwhelmed and the Division of Ports and Harbors has a relatively small staff. At the PAC meeting of June 15th, 2022, a motion was made to support the request, which passed 5-0 with one abstention regarding the position. DPH is looking to continue to improve the deep water access and the amount of cargo which is put through and asked the Board to strongly consider the needed position.

Sylvia Cheever – Rye Harbor Lobster Pound (“RHLP”) – spoke to misunderstandings and misconceptions of RHLP, as well as changes that have occurred at Rye Harbor concerning parking. Stated RHLP is a lobster pound and have been supporting the local fishing and boating industry since 1996. While they serve lobster related products, it is not a restaurant. Have all federal state, local licenses and documentation. Have been at Rye Harbor for 25 years without violations; RHLP did concessions in the RoE which was taken away in 2017 (NOTE: provided copies of the RoE, other documentation and information regarding police detail to Board for its review.) Since COVID evolution of parking flows at Rye Harbor has been painful, but necessary. RHLP spoke to the new traffic flow will help to alleviate some of the concerns regarding the monitoring / controlling of incoming traffic; elimination of the flex parking entirely and different management for parking would be beneficial to all. The evolution of the mooring issue for RHLP occurred when Arthur Splaine sold RHLP the shack in 2015, Splaine retained the mooring but permission was received to continue operations as a lobster pound as long as continued support of the local lobstermen. Have large holding tanks in the shacks to hold lobsters; if RHLP had a boat it would lobster off the boat too (on waiting list for 10 years for a mooring). Have always had seating and would love to be able to have one picnic table (eliminated other seating to have more space in front of the shack to allow for waiting). Spoke of Rye Harborside having seating around its building; would be nice to put picnic tables back as it is a controlled area. Have put in two trash receptacles up front and would love to have a designated place for people to go instead of wondering around (used to have picnic tables). In conclusion RHLP wants to continue to be part of the local community and to support the local fishing / boating industries and to continue its services. The only remaining provision keeping them from opening is the police detail. Have tried to obtain local / state policing services (documentation in the packet). Local police cannot provide services unless they receive approval from PDA regarding the directive on the services; RHLP would like to know what it can do to support that. Requested RHLP be allowed to provide an

employee to address concerns for the detail. Would like to address any outstanding concerns which initiated the idea of a police detail so it can open.

IV. Old Business:

A. Approval:

1. Aviation Avenue Group LLC - Option Agreement Extension and Amendment

Director Levesque moved the motion and Director Ferrini seconded that the Pease Development Authority (“PDA”) Board of Directors consents to the six (6) month extension of the Option Agreement with Aviation Avenue Group LLC, dated February 1, 2022, and approves of and authorizes the Executive Director to amend the Option Agreement substantially in accordance with the draft Amended Option Agreement attached hereto and with the memorandum from Paul E. Brean, Executive Director, dated June 9, 2022.

Director Ferrini made a motion to amend the Option Agreement before the Board with “Amended Option Agreement 2” which provides additional language that is not in the motion before the Board and stated “WHEREAS, AAG previously obtained this Option Agreement for potential development, but voluntarily no longer seeks development of a commercial air cargo transport facility as a primary use,” and additional language (tracked on page 2) “... PDA Land Use Controls; but, excluding a commercial air cargo transport facility as a primary use given AAG’s voluntary action as set forth in the recitals”. Anthony I. Blenkinsop, Deputy Director / General Counsel affirmed the added language presented.

Director Ferrini moved a motion to substitute the “Amended Option Agreement 2” and would ask for a second for discussion purposes; Director Anderson seconded the motion.

Discussion: Duprey indicated the purpose of the substitution is to align with the revised plans from the group that has the Option to make clear its intention is not an air cargo facility but the amendment is consistent with PDA’s purpose and FAA directive “22”. Blenkinsop affirmed and indicated PDA is subject to FAA grant assurances; Grant Assurance 22 references economic non-discrimination and means we cannot discriminate against allowed aeronautical uses and the amendments make clear that developer is voluntarily saying it is not making it a condition of granting an extension or requiring it and voluntarily saying it is not exercising the options for development of a commercial air cargo transport facility as a primary use. Blenkinsop stated the developer will have to bring a proposal back to the Board and there may be some aspects of the proposal that brings things in and out by planes; an outright prohibition of any transportation by air to the airport would be inappropriate. The developer is representing it is not exercising the Option to develop the location as a primary use for an air cargo facility. Duprey again asked if the substituted motion is adopted, PDA would not run afoul with FAA grant assurances that doesn’t allow PDA to prohibit air uses; Blenkinsop affirmed.

Ferrini indicated the motion to substitute has been seconded, clarified and spoken to and would be voting on the substance and needs to be voted on for purposes of discussion.

Disposition: Resolved by roll call vote (7-0) for; motion carried. Both Directors Lamson and Parker (“Parker”) assented to the motion *for discussion purposes only*.

Discussion: Director Anderson indicated he was comfortable with the substitution, believes the language presented addresses the compromises.

Lamson indicated she and Parker were directed by the Town of Newington Select Board to make a proposed amendment regarding the Amended Option Agreement, as follows:

“For consideration for removal of this agreement shall not under any circumstance pursue, explore, allow or in any way develop the property or permit through any sublease or other agreement or any tenant of the property to pursue, explore, allow or in any way develop the property for the purpose of domestic or international air cargo services at Pease International Airport. Air Cargo shall be construed broadly and shall include all forms of cargo transportation by plane.”

Duprey indicated that Director Lamson **moved** a **motion** to amend and Director Parker **seconded** as read above.

Discussion: Lamson indicated the motion was provided to both she and Parker at the Newington Board of Selectmen’s meeting on June 13, 2022 at the direction of the Town of Newington and Greenland.

Anderson indicated he did not support the motion (overreach) and would not be supporting the amended version proposed by Lamson.

Duprey indicated he would not be supporting the amendment presented by Lamson. The motion is problematic with respect to compliance with Grant Assurance 22. There is no proposal before the Board, there is no idea of what might be proposed by this Option holder or ones in the future. Making this blanket prohibition would be premature. As he reads the proposed amendment by Lamson, if there were a patient at Portsmouth Hospital in need of a heart transplant and the heart needed to be flown in from Denver, it would qualify as air cargo. He is cognizant of the concerns of the neighborhoods but PDA not only represents this area, it exists for the economic benefit of the entire state and believes this would be a mistake as a policy decision and he will vote no.

Disposition: Duprey stated the vote is with respect to the proposed amendment presented by Director Lamson to the Amended Option Agreement and **seconded** by Director Parker; resolved by **roll call** vote (2-5) for; motion **failed**.

	Yes	No
Anderson		X
Duprey		X
Ferrini		X
Fournier		X
Lamson	X	
Levesque		X
Parker	X	

Disposition: Duprey stated the vote is with respect to the motion **moved** by Director Ferrini for substitution and **seconded** by Director Anderson of the Amended Option Agreement 2 which was provided and displayed on the screen which included the language about the current option holder and

what is intended they do with the property. Blenkinsop affirmed and stated the vote would be to amend the option and extend consistent with draft Amended Option Agreement 2.

This motion was resolved by **roll call** vote (5-2) for; motion **carried**.

	Yes	No
Anderson	X	
Duprey	X	
Ferrini	X	
Fournier	X	
Lamson		X
Levesque	X	
Parker		X

2. North Forty Group LLC – Option Agreement Extension and Amendment

Director Fournier **moved** the **motion** and Director Levesque **seconded** that the Pease Development Authority (“PDA”) Board of Directors consents to the six (6) month extension of the Option Agreement with North Forty Group LLC, dated February 1, 2022, and approves of and authorizes the Executive Director to amend the Option Agreement substantially in accordance with the draft Amended Option Agreement attached hereto and with the memorandum from Paul E. Brean, Executive Director, dated June 9, 2022.

Discussion: Director Ferrini proposed the substitution as made in the previous procedure by substituting an Amended Option Agreement 2 for consideration by the Board. Ferrini again addressed the language that is not in the motion with essentially the same language and stated “WHEREAS, North Forty previously obtained this Option Agreement for potential development, but voluntarily no longer seeks development of a commercial air cargo transport facility as a primary use,” and additional language (tracked on page 2) “... PDA Land Use Controls; but, excluding a commercial air cargo transport facility as a primary use given North Forty’s voluntary action as set forth in the recitals”. The motion is to substitute Amended Option Agreement 2 for purposes of discussion.

Director Ferrini **moved** a **motion** to substitute the Amended Option Agreement with Amended Option Agreement 2 and Director Levesque **seconded** the motion for discussion purposes.

Duprey indicated the vote would be for the substitution of the Amended Option Agreement 2 for discussion purposes.

Disposition: Resolved by **roll call** vote (7-0) for; motion **carried**. Both Directors Lamson and Parker (“Parker”) assented to the motion **for discussion purposes only**.

Duprey indicated that Lamson would like to offer an amendment.

Lamson indicated she and Parker were directed by the Town of Newington Select Board to make a proposed amendment regarding the Amended Option Agreement, as follows:

“The North Forty for consideration for removal of this agreement shall not under any circumstance pursue, explore, allow or in any way develop the property or permit through any sublease or other agreement of any tenant of the property to pursue, explore, allow or in any way develop the property for the purpose of domestic or international air cargo services at Pease International Airport. Air Cargo shall be construed broadly and shall include all forms of cargo transportation by plane.”

Duprey indicated that Director Lamson **moved** a **motion** to amend and Director Parker **seconded** as read above.

Discussion: None. Disposition: Duprey stated the vote is with respect to the proposed amendment presented by Director Lamson to the Amended Option Agreement and **seconded** by Director Parker; resolved by **roll call** vote (2-5) for; motion **failed**.

	Yes	No
Anderson		X
Duprey		X
Ferrini		X
Fournier		X
Lamson	X	
Levesque		X
Parker	X	

Disposition: Duprey stated the vote is with respect to the **motion moved** by Director Ferrini for substitution and **seconded** by Director Levesque for the extension of the option agreement pursuant to the new language added and included in Amended Option Agreement 2; this motion was resolved by **roll call** vote (5-2) for; motion **carried**.

	Yes	No
Anderson	X	
Duprey	X	
Ferrini	X	
Fournier	X	
Lamson		X
Levesque	X	
Parker		X

Anderson stated in relation to Hangar 227 Option, part of the original proposal made by the developer was the creation of a new maintenance facility for PDA and asked that it be addressed for clarity. Executive Director Paul Brean (“Brean”) stated the developer continues to involve the 7 Lee Street parcel which is remaining in the option and the current maintenance facility is still a consideration for the future development. Brean indicated Hangar 227 is current cold storage for snow equipment and the 7 Lee Street is the maintenance facility. The 7 Lee Street facility is still being considered for future development.

V. Employee Recognition:

Brean indicated that Tanya Coppeta, Employee Relations Manager; Scott DeVito (“DeVito”) General Manager and EJ Chea (“Chea”) Head Superintendent of Pease Golf Course were to speak to

employee recognition. Chea indicated Bea Reno (“Reno”) has been at PGC for over 30 years and previously worked as an Air Force employee; this will be her 37th season at PGC. She is retiring this year.

Director Levesque recognized that Executive Councilor Janet Stevens was in the audience at the Board meeting; she represents one-fifth of the entire State of NH.

VI. Finance:

A. Executive Summary

Finance Director Suzy Anzalone (“Anzalone”) spoke to the Financial Report and stated operating revenues continue to trend favorably by 18.4%; nothing new to report on revenue underruns or overruns. The consolidated operating expenses are performing favorably by 9.5%. The different business units are performing favorably with nothing new to discuss. Anzalone indicated a majority of the restricted assets are made up the Revolving Loan Fund (“RLF”) with 23 loans outstanding which brings the capital utilization rate to just about 95% of available funds. Most all of the funds have been loaned out and hopefully as the loans are paid back we can provide additional loans.

Anzalone spoke to a decrease in unrestricted cash balances over the next nine months which is mainly a result of internally funded capital expenditures. Further, Anzalone indicated it is not anticipated PDA will need to draw on its line of credit during this time period.

Anderson asked due to the fluctuation in current interest rates, whether there would be a change in the interest rates for the RLF which were reduced during COVID. Anzalone indicated nothing has been proposed at this time, although it could be a consideration. Not sure if existing loans would want to be changed but going forward that could be a consideration. Anzalone indicated currently the income being brought in is covering expenses.

Duprey asked of the average maturity of loans in the RLF and asked if there was enough maturity; Anzalone stated there are enough older loans and most loans are for 10 years.

B. Reports:

1. **FY2022 Financial Report for the Ten Month Period Ending April 30, 2022**
2. **Cash Flow Projections for the Nine Month Period Ending February 28, 2023**

C. Approval:

1. **Proposed FY 2023 Operating and Maintenance Budget and FY 2024 - FY2026 Forecast**

Anzalone spoke to the process in putting the Operating and Maintenance (“O&M”) budget together. The executive overview proposes an increase of 8.6% in operating revenues from the FY22 budget with drivers to the increase being golf, facilities rental and proposing a \$0.01 increase to fuel flowage. Anticipates an increase to operating expenses of 11.7% with drivers being to wages (spoke of succession planning, wage study and increase to full/part-time seasonal wages).

Lamson asked of the number of seasonal employees; Brean indicated roughly 60 in the summer and 40 in the winter; cumulative for PDA and DPH.

Ferrini asked of the proposed increases in salary is it anticipated it will help with employee retention; Anzalone affirmed. Brean also indicated with potential increases it will help to retain employees rather than having them leave for other business opportunities.

Parker asked if FICA rates have increased; Anzalone indicated they have stayed the same (7.65%).

Duprey asked how far along PDA with its comp/wage study; Brean stated it is 95% complete and the next step is to bring it to the Executive Committee. Brean commended Coppeta on the work she has done regarding this study as she has done comparisons between public, private, State of NH, airports and ports and harbors so it will be a comprehensive study. Duprey further asked if PDA were confident with rate increases, keeping PDA competitive within expectations needed from the comp/wage study; Brean affirmed. Duprey stated PDA wouldn't want to come in over budget after the wage study has been completed.

Anderson commended Anzalone for the comprehensive financial information provided.

Anzalone indicated that most of the tenants will be increased to the 3% cap for rate increases due to inflation.

Parker asked of some of the forecasts that do not appear on the O&M budget; Anzalone spoke of between and 18 to 25% decrease in consumption for fuel at the harbors and Skyhaven. PDA has kept the consumption of fuel flowage flat with an increase to the rate of \$0.01.

Anzalone stated all the expenses associated with utilities have been increased. Regarding electricity, the supply portion contract will end as of October 31st. Most all further expenses are inflationary driven (i.e.; supplies; consumables; contractor services). Anzalone did indicate that some line items were reduced such as dredging at harbors, marketing promotion.

The overview shows some budget issues that are inconclusive at this time (inflationary increases, labor costs and electricity supply). Anzalone also spoke to the financial aspect of GASB87 (lease accounting standard) which will mean a non-cash adjustment to revenue. While the same amount of cash will be brought in, it will be necessary to amortize revenue straight line over the value of the leases.

Anderson stated over the last four months there have been purchases of various pieces of equipment and asked how those played into the budget; Anzalone stated the purchases were part of the Capital Budget. Anzalone stated the last page of the presentation indicates where PDA anticipates our case balances will be and the dollar value of both grant and non-grant funded capital projects. Any cash margins earned will be used towards non-granted funded capital expenditures.

Also discussed were some key operational activities and initiatives on how PDA is maintaining efficiencies, safety and long term success for the Tradeport.

Anzalone stated with respect to electricity, when the contract ends at the end of October (current rate of \$0.0767/kw hrs.), PDA will not be looking to enter into a long term contract at that time. Anzalone indicated she has contacted the State to see if PDA can piggyback on its contract when renewed because the State would receive a better rate when it purchases in bulk. Anzalone stated she calculated a 49% increase in just the supply portion in the budget.

Parker spoke of her concerns with the anticipated utility increase and wondered if there is anything that could be done. Duprey stated the best option would be piggybacking off the State of NH for the better bulk rate. Anzalone stated the State was going to float for a while, which is what PDA will do. Anzalone has provided the necessary information to the individual who handles the utility for the State.

Anzalone stated that the Portsmouth Fish Pier is going to be in full service for the fiscal year and will monitor the impact on fuel sales for the Division of Ports and Harbors (“DPH”). Duprey inquired of the main increases in overall revenue for DPH are primarily coming from fuel sales; Anzalone affirmed. Further she indicated there are funding revenues but the fuel sales are indicated by revenue and costs. Brean also indicated that this fiscal year, DPH will be impacted by the Market Street terminal rehabilitation construction project.

Lastly, Anzalone stated a portion of the capital expenditures are self-funded so despite some increases in expenses PDA still has a health cash margin which will be used to reinvest in the airport, Tradeport and Golf Course..

Director Ferrini moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby accepts and approves the proposed FY 2023 Operations and Maintenance (O&M) Budget and FY 2024 – FY 2026 O&M Forecast; all in accordance with the memorandum dated June 8, 2022 and attached documentation submitted by Suzy Anzalone, Director of Finance.

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

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

A. Reports:

1. Harry Mudd Enterprises 2, Inc. d/b/a YAP Films – Portsmouth International Airport at Pease – Videotaping / Audio Recording Certain Scenes in Connection with the Filming of “Tao of Trek”
2. Jalbert Leasing, Inc. d/b/a C & J Bus Lines – Right of Entry – 42 Durham Street

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: Harry Mudd Enterprises 2, Inc., d/b/a Yap Films
License: Right of Entry

- Location: Portsmouth International Airport at Pease
 Purpose: For the purpose of videotaping and audio recording certain scenes in connection with the filming of “Tao of Trek”
 Term: May 22, 2022
2. Name: Jalbert Leasing, Inc. d/b/a C & J Bus Lines
 License: Right-of-Entry
 Location: 42 Durham Street
 Purpose: For the purpose of parking C & J customer vehicles on a valet basis only
 Term: May 23, 2022 through October 31, 2022

Anderson asked of the amount referenced in the Jalbert RoE with respect to the City of Portsmouth if it is a formulated calculation; Brean affirmed.

Ferrini stated should there be any approvals required with respect to Jalbert Leasing, he would abstain from participation in discussion and vote.

B. Approval:

1. Enterprise Rent-A-Car Company of Boston, LLC–Concession Agreement

Director Lamson moved the motion and Director Parker seconded that **the Pease Development Authority Board of Directors authorizes the Executive Director to finalize negotiations and enter into a Car Rental Concession Lease and Operating Agreement with Enterprise Rent-A-Car Company of Boston, LLC, substantially in accordance with the draft attached hereto, for the purpose of providing rental car services at the Portsmouth International Airport at Pease; all in accordance with the memorandum from Chasen Congreves, Manager of Airport Administration dated June 2, 2022.**

Discussion: Brean stated PSM is fortunate to have a rental car facility at the airport; it is a good amenity. Lamson affirmed it is a nice for the travelers at the airport to have the amenity.

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

VIII. Leases:

A. Reports:

1. **Sublease between 166 Corporate Drive, LLC to Lonza Biologics – 164 Corporate Drive**
2. **Galileo RMF LLC – Exercise of First Lease Extension Option – 139 Flightline Road**
3. **Delos, LLC – 115 Flightline Road - Snow Plowing Agreement**

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

- A. Tenant: Lonza Biologics
 Space: 164 & 166 Corporate Drive
 Use: Research and Development Professional and Business Office use
 Term: Ten years from October 1, 2016, plus three (3) options of two (2) years

each

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.

- B. Tenant: Galileo RMF LLC
 Space: 139 Flightline Road
 Term: Exercise its First Option for an Additional Fifteen Years through July 31, 2038
- C. Tenant: Delos, LLC
 Space: 115 Flightline Road
 Term: PDA to perform snow plowing for the period of November 1, 2022 through April 30, 2025

Lamson inquired of Delos; Brean stated Delos is the facilities wing of PlaneSense.

- B. Approval:
 - 1. 68 New Hampshire Avenue LLC – Lease Amendment # 5

Director Anderson moved the motion and Director Levesque seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into Lease Amendment No. 5 with 68 New Hampshire Ave LLC for the Premises located at 68 New Hampshire Avenue; all in accordance with the Memorandum of Paul E. Brean, Executive Director dated June 8, 2022 and upon substantially similar terms and conditions contained in draft Lease Amendment No. 5.

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

IX. Contracts:

- A. Reports:
 - 1. Skyhaven Airport – Jacobs Engineering
 - 2. Rye Harbor – Waterline Installation

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

- 1. Project Name: Jacobs Engineering
 Board Authority: Director Ferrini
 PDA Obligation: \$3,000.00
 Summary: For engineering work associated with potential hangar development at Skyhaven Airport
- 2. Project Name: Mac Construction & Excavation
 Board Authority: Chairman Duprey
 PDA Obligation: \$9,950.00
 Summary: For installation of a waterline at the Rye Harbor Marine Facility

Anderson asked why three quotes were not received for the work performed at Rye Harbor Marine Facility as this was to satisfy requirements for RoEs at the harbor and the RoE indicates utilities are responsibility of holder. Further, Anderson spoke of a policy variance and referenced Swell Oyster in Hampton Harbor being required to absorb the whole cost for its connection to its shack. Asked for further clarification / discussion regarding item 2. Brean stated that PDA / DPH staff consulted with the Town of Rye Water District regarding waterlines to various shacks. Rye Water District requested a single line installation through PDA / DPH and the shack owners could tie in from the PDA / DPH line. Mac Construction has performed work at the Harbor and were in the area; DPH was trying to get this performed as expeditiously as possible. The expense for installation will be offset by the individual shack owners as they choose to tie into the PDA / DPH line via a one time tie in fee; further the connection from the PDA / DPH line is an expense solely owed by the shack owner.

Lamson stated she is in agreement with this and the importance of the water line and the connection thereto by shack owners.

Duprey stated he understands that Swell was the only shack in Hampton which required the line. Geno Marconi (“Marconi”), Division Director of Ports and Harbor, stated Swell is not tapped into the DPH line. In Rye, PDA / DPH owns the line going into the facility from the state road; Rye Water District made it clear that it owns the water and distribution of the water. In Hampton, Aquarian Water owns the line which runs down the middle of the old Route 1A (DPH driveway) and what Swell Oyster did was the connection directly to the Aquarian line at its expense and per contract. Further, the \$3,200 expense is the amount paid directly to Mac Construction by each shack owner to tap into the PDA / DPH line. The PDA / DPH line was installed, paid upfront by PDA / DPH and will be prorated over the shacks (only 3 at this time connecting) and going forward every year anyone who remains connected will pay a fee to remain hooked into it and a new shack connection will be charged a fee moving forward to tie into the line.

Anderson stated there is no expectation the cost recovery will take place in one year; Marconi affirmed. Anderson indicated the need to monitor Rye Harbor closely as the activities associated with Rye Harbor have already “sucked a lot of air out of the room” and has the ability to continue. Further, the expenditures the facilities (shacks) are making this year on the installation of water does not guarantee the shack owner any future rights and there should be a letter reestablishing no guarantees moving forward setting PDA’s position.

Duprey indicated PDA has been emphatically clear there are no future guarantees. Marconi stated a letter had been sent to all of the shack owners explaining the plan with the water and one paragraph (in bold print) stating what Anderson has eluded to.

Ferrini indicated that once the Master Plan is completed for this facility there may no longer be RoE holders, they may be leaseholders.

B. Approvals:

1. **Portsmouth International Airport at Pease (“PSM”) Terminal – Otis Elevator Company – Escalator Maintenance**

Director Parker moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Otis Elevator Company, for maintenance / service of the escalator at Portsmouth International Airport at Pease (“PSM”) at a cost of \$605.00 per month, for a period of five (5) years; all in accordance with the memorandum of Michael R. Mates, P.E. Engineering Project Manager, dated June 7, 2022.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Otis Elevator Company is the fabricator and installer of the equipment and is the most qualified entity to perform maintenance on its equipment.

Discussion: Anderson clarified that this approval would be an authorization for approximately \$36,000 over five years.

Duprey indicated the valid justification for not bidding this out is it is always good to have the company who did the work / installation perform its maintenance.

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

2. Corporate Drive – City of Portsmouth - Drainage Work

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

1. Negotiate and finalize an agreement with the City of Portsmouth to allow PDA to reimburse the City for its payments to the contractor performing the dredging and outfall improvements to the Corporate Drive drainage system outside of the right-of-way, in an amount not to exceed \$371,100.00;
2. Negotiate and finalize a three party agreement with Underwood Engineers and the City of Portsmouth to provide construction inspection services in an amount not to exceed \$39,900;
3. Implement a project contingency in the amount of \$40,000; and
4. Execute any and all documents necessary to complete the Corporate Drive dredging and outfall improvements project.

All in accordance with the memorandum of Jared Sheehan, Environmental Compliance Coordinator, dated June 8, 2022.

Discussion: Anderson ask of the potential cost overruns to the City of Portsmouth (“COP”) and if it were addressed in the contingency funds; if the overruns exceed the contingency how are they addressed. Brean indicated if overruns were to go over contingency PDA would work with the COP to work on a resolution. Stowell indicated they are dredging and believes the contingency would cover

items that may come up; if something were to come up over the contingency PDA would inform the Board. Brean indicated that change orders would be brought before the Board.

Parker indicated a RFP / bid process was utilized for this project and there was a very slight price difference between the two bidders.

Duprey asked if Stowell knew who may be awarded the contract; Stowell indicated there is a verification process and while the higher price was incorporated into the request, she believes the lower bidder will be awarded the contract.

Lamson stated she was pleased with the project and sees it as a step forward; Stowell indicated that the City could proceed with its repaving work on Corporate Drive

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

3. PSM - Hi-Lite Airfield Services -Runway Rubber Removal

Director Fournier **moved** the **motion** and Director Lamson **seconded** that **the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Hi-Lite Airfield Services of Watertown, NY, at a cost not to exceed \$24,000.00, to perform runway rubber removal; all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated June 6, 2022.**

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Hi-Lite Airfield Services is the only entity in the Northeast that provides this service and it was awarded the competitive bid for providing airfield maintenance services through a federal program called Sourcewell.

Discussion: Anderson asked if this would an annual expenditure; Chasen Congreves (“Congreves”), Manager of Airport Administration, indicated it would be based off the buildup of compounding rubber on the runway.

Lamson asked if a few years ago something similar was done; Andrew Pomeroy (“Pomeroy”), Manager, Aviation Planning & Regulatory Compliance, affirmed.

Anderson asked what had been done prior to this request; Pomeroy stated roughly every September a chemical solution would be utilized to break down the rubber.

Parker asked if chemicals were still being utilized; Pomeroy stated this is why this other option is being tested.

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

4. **Retroactive Approval for Price Increase to Zero Turn Mower approved on April 21, 2022**

Director Anderson moved the motion and Director Ferrini seconded that the Pease Development Authority Board of Directors retroactively approves of and 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 \$22,059.73, a \$2,437.00 increase from the purchase price authorized by the Board on April 21, 2022; all in accordance with the memorandum from Ken Conley, Fleet Manager dated June 8, 2022.

Discussion: Anderson state the memo references United has located a mower, does this mean will we get it right away or will there still be a lead time; Brean stated the lead time will be pretty good on this item.

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

X. **Signs:**

A. **Approvals:**

1. **Lonza – 101 International Drive**

Director Lamson moved the motion and Director Parker seconded that the Pease Development Authority Board of Directors hereby approves of the requested change by Lonza Biologics to revise its monument sign and wall sign at 101 International Drive and refers the matter to the City of Portsmouth to review an application for variance; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager dated June 6, 2022.

Discussion: Duprey asked where it goes to COP and its ZBA, if COP doesn't approve the variance is it dead; a representative from Barlo Signs stated if COP denies it is dead. Stowell stated there would be an appeal process but that would be the last option.

Lamson asked of the monument sign; Stowell indicated the monument sign out front would be the same size it would be positioned perpendicular with the building. The sign attached to the building on the back side facing highway would be larger. Further it is a unique situation and Stowell doesn't see an issue with the size increase due to the overall lot size of the property.

The representative from Barlo Signs agreed it is a unique location and believes it would be a perfect fit with its size and scale to the building. Also, they would be removing the smaller sign on the back side of the building and therefore would not be counted into the calculation. The monument sign will be same size but its orientation will be modified.

Ferrini asked if the larger of the two Lonza signs would be illuminated; Stowell stated it would be lit from behind, halo lighting. The Barlo Signs asked for clarification of what sign Ferrini spoke to; Ferrini indicated the sign on the building. Barlo Signs representative indicated the sign on the building would be face lit, being the exact same on what is there currently.

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

XI. Executive Director:

A. Reports:

1. Golf Course Operations

Scott DeVito (“DeVito”) Pease Golf Course (“PGC”) General Manager recapped that PGC hit a record high number of rounds for the months of April and May and on pace to match June from last year. That being said PGC is a little over 23,000 rounds in the calendar year and the most done in any year is 65,000 and projections indicate PGC will match or surpass that number. The course is in great shape. DeVito spoke to PGC’s retiree, Reno, stated everyone looks up to her and when it comes to striping up the fairways or the rough, Reno is the one to beat.

Brean affirmed the course at PGC is in incredible shape and staff are doing an incredible job. Further, it is nice to see the employees from the various business on the Tradeport having the ability to utilize such an amenity as PGC.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean stated a strong May with annual enplanements of approximately 40,000 for the year which is split between troop and Allegiant activity. Allegiant passengers are utilizing the pay for parking lot with the average fare for parking being \$44/vehicle.

It was a productive month with respect to fuel flowage fees with just under 1 million gallons sold. Brean indicated PSM is seeing somewhat of an uptick in General Aviation with corporate tech stops which bodes well for Port City Air who is trying to win some of that business. Brean also spoke to the sale of fuel being reduced, but PSM is a highly competitive market for an aircraft operator looking to find cost savings ideas by searching for reduced fees at airports (fuel flowage fees and airport fees). Seeing the cost of Jet Fuel A doubling in price and waiting to see what the impact may be to Allegiant / commercial passengers. The load factors have been good so far for Allegiant with going out of PSM (Myrtle Beach load factor is lower than last year). Brean stated Nashville is doing well with load factors being at 85/90%; Congreves indicated that today’s flight to Nashville currently only has two seats available (flight holding 180 passengers). Brean spoke to 10 years ago being challenged for summer service and now there are five (5) destinations (Nashville; Tampa/St Pete; Punta Gorda; Orland/Sanford; and Myrtle Beach).

b) Skyhaven Airport (DAW)

Brean stated the Wings and Wheels even in June was a little clouded in, but it was good community outreach and well attended.

c) Noise Line Report

(i) May, 2022

Brean indicated there were six noise complaints in May, 2022. Two of the concerns were when Runway 34 was in use with the departure of a military C17 aircraft early in the morning and a ground

hold, more than likely by Air Traffic Control (“ATC”) which resulted in prolonged noise prior to the departure of a corporate Cessna Citation at 10:22 PM. Will work with ATC and FBO when there are ground holds for a more infield hold for those issues. There were four noise concerns received regarding Runway 16. One of the complaints was regarding a military C5 practicing multiple take off and landings in the airport pattern and three calls were concerning large military aircraft.

Anderson spoke to **pay-for-parking** being down from the previous month as was fuel flowage. Brean stated the reduction in **pay-for-parking** revenue was down from April because April is school vacation month. Regarding fuel flowage, Brean stated in prior months there had been an impact with operations in Eastern Europe. Anderson asked of PlaneSense; Brean stated PlaneSense is **considered** under general aviation. Anderson asked how general aviation is characterized; Brean stated anything that is not military, commercial or charter activity. Therefore, PlaneSense is included as general aviation (corporate aircraft, fractional ownership, PlaneSense, small piston flight schools; general resident who has a plane).

Parker asked if general aviation is defined by FAA; Brean affirmed. Parker indicated the regulation needs to keep up with technological developments and business model, sometimes it doesn't.

B. Approvals:

1. Bills for Legal Services

Director Ferrini **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$17,429.00 for legal services rendered to the Pease Development Authority from Sheehan Phinney Bass & Green for the period of April 1, 2022 – April 30, 2022 in the amount of \$ 5,307.00 for Permit Implementation; April 1, 2022 – April 30, 2022 \$12,122.00 for Tradeport General Representation and to expend funds in the amount of \$472.00 for legal services rendered to the Pease Development Authority from Anderson Kreiger as outside counsel for Federal Regulatory Advice for the period of April 1, 2022 through April 30, 2022. For a total amount of \$17,901.00 in legal services.

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

2. Land Use Control Amendments

Director Levesque **moved** the **motion** and Director Anderson **seconded** that WHEREAS, the Pease Development Authority (“PDA”) has duly enacted a Zoning Regulation in accordance with the requirements of RSA ch. 12-G and rules adopted by the PDA for the adoption or amendment of land use controls; and

WHEREAS, the Zoning Regulation may be amended at any time by the Board in accordance with its rules for the adoption and amendment of land use controls;

NOW, THEREFORE, following a duly noticed public hearing, the PDA does hereby resolve to amend its Zoning Regulations in effect at the Pease International Tradeport, on June 16, 2022, by adopting the language as written which by reference are incorporated into this motion; all in accordance with the memorandum of Maria J. Stowell, dated June 6, 2022.

Discussion: Duprey stated the proposal has been reviewed and public hearing has been held.

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

3. Fuel Flowage Fee

Director Fournier moved the motion and Director Lamson seconded that **the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to take all such action as may be required or appropriate to increase the current aviation fuel flowage fee rate by \$.01, from \$.04 to \$.05 per gallon on 100 low lead fuel and Jet A fuel, commencing July 1, 2022; all in accordance with the memorandum of Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance, dated June 7, 2022.**

Discussion: Anderson asked of the projection of the incremental increase of \$0.01 amounting to an approximate \$100,000 in revenue; Brean stated the projection has been incorporated in the budget for the upcoming year. Anzalone stated 10,800,000 gallons has been budgeted.

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

4. Assistant Port Director – Division of Ports and Harbors

Director Anderson moved the motion and Director Parker seconded that **in accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to create the position of Assistant Director of the Division of Ports and Harbors, and to immediately fill said new position with an appropriately qualified candidate; all in accordance with the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated June 7, 2022.**

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

5. Staff Engineer – Pease Development Authority

Director Parker moved the motion and Director Lamson seconded that **in accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to create the position of Staff Engineer, and to immediately fill said new position with an appropriately qualified candidate; all in accordance with the memorandum of Tanya Coppeta, Human Resource Manager, dated June 8, 2022.**

Discussion: Duprey asked if this were a new position. Brean stated the position is currently staffed. PDA is in succession planning within that department with the anticipation of a retirement and would like to onboard an individual early and may look to backfill the position upon retirement.

Ferrini asked with respect to Stowell and her department, will this be enough people working in engineering? PDA is a profit making endeavor and ask to what extent Brean and staff may need more assistance. Brean stated he is looking forward to the upcoming Executive Committee meeting.

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

Director Fournier signed off from the meeting at 10:57 a.m.

XII. Division of Ports and Harbors:

Marconi indicated the Propeller Club of the United States is an international organization and the Propeller Club of Portsmouth was started back in the 70s to promote the development of ports and support of the United States Merchant Marine. The organization has been a very staunch supporter of all of DPH's projects and noted on the last page of the booklet handed out to the Board, the Propeller Club has referenced Pease.

Marconi indicated the Port Advisory Council minutes from the last meeting were not provided because they were not approved until June 15th, so two sets of minutes will be provided in the August agenda.

A. Reports:

1. Commercial Mooring for Hire – Kittery Point Yacht Club

Marconi indicated that under the Code of Administration of Rules there is an ability to have a Commercial Mooring for Hire allowed and through a review process by the Harbor Master and Chief Harbormaster to Marconi who makes a recommendation to the Executive Director who is allowed to sign off on this through the Delegation of Authority. Marconi did state

Blenkinsop left the meeting at 10:57 a.m. and returned at 10:59 a.m.

2. Commercial Mooring Transfer – Krajewski to Warpula

3. Commercial Mooring Transfer – Goethel to Fisher

4. Commercial Mooring Transfer – Worcester to Gray

Marconi stated above are a number of Commercial Mooring Transfers and that 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.

5. Right of Entry – Andy Widen dba Ray's Seafood (name change)

Marconi indicated the Right of Entry was a result of a charter owned by Andy Widen which changed its name.

6. Portsmouth Fish Pier – Change Order #10

Marconi indicated that Change Order #10 is a \$9,915.86 charge for three outstanding items (light fixtures; beams and fasteners; and hose enclosures). Marconi indicated that pursuant to the Board's Delegation of Authority, Brean executed the Change Order and received concurrence from the Treasurer (Ferrini).

7. Rye Harbor - Harbormaster Position

Marconi indicated the Administrative Assistant at Rye Harbor, Judy Dubois, is retiring and since the merge of PDA and DPH, the statute provided that existing State classified employee positions would remain. However, over the years through attrition if someone retired, that position would be filled by a non-classified PDA position. Marconi indicated the Administrative Assistant, until about 6 or 7 years ago, managed both Rye and Hampton but it was too much. In Hampton when brought someone new in, that individual was provided the title of Harbormaster, per statute. Marconi briefly spoke to the various position at Rye and Hampton, per their assignment, and stated this model has worked well. Will be hiring someone fulltime in Rye for that position.

Anderson indicated this position will oversee docks and piers; Marconi affirmed. Anderson asked if it would be more appropriate for one of the Harbormasters who oversees the commercial pier or the moorings have control as that is where activity occurs. Anderson indicated this position will oversee the docks that means the Harbormaster who controls the moorings doesn't control that activity. Marconi indicated there is some crossover, such as a time limitation a vessel can stay attached to a commercial pier being 30 minutes per Administrative Rules, unless prior permission of DPH. Therefore, if the administrator is doing something shore side and the Harbormaster is on the dock and someone says the vessel needs to stay an additional time period as it is waiting for a part, that decision can be made.

Levesque reaffirmed that any port employee could say you can't do this on the property, they have that authority; Marconi affirmed.

Parker asked if this were fulltime being five days a week, forty hours a week in season; Marconi stated in theory but under certain circumstances sometimes overtime cannot be avoided. Marconi indicated at this time DPH is having difficulty obtaining seasonal help. Marconi stated the fulltime person would be doing a pier use and berthing permits, inventories of fuel etc.

Anderson indicated the placement of Del Record at the facility over the last year has been a substantial positive result and he has done a tremendous job in cleaning it up; Marconi agreed.

Blenkinsop left the meeting at 11:14 a.m. and returned at 11:15 a.m.

8. Board Review of Rye Harbor Right of Entry Waiver – Police Detail

Marconi spoke to the Police Detail and the RoE for RHLP and there has been no activity as of yet as things are on hold because of the water. The report received on Wednesday indicated Rye Water District needs to sanitize and flush the line, take a water sample, send it away for testing and receive results.

Levesque asked if there are things PDA / DPH have done to comply regarding the police detail to make sure it is not holding up the ability to obtain a police detail. Marconi stated he contacted Chief Walsh to let him know about the request for a police detail. It is the Town of Rye policy they don't believe they have authority on Port property. However, after further consideration, Walsh indicated the Town of Rye entered into a Memorandum of Agreement ("MOA") with the State Parks Department and Walsh wondered if an MOA (between PDA / DPH and Town of Rye) may be utilized to indicate what can and cannot be done on the property. Marconi indicated an MOU has been provided to legal for review. Blenkinsop stated the MOA between Rye and the State Parks relies on a specific statute applicable to the Parks Department. Therefore, the MOA model provided to PDA / DPH would not apply due to the statute. Blenkinsop indicated review of alternative statutory language through RSA 12-G, might be an avenue to accomplish this. This is an item Blenkinsop is working on and if he finds something he would reach out to the Town of Rye for discussion and / or may require the review by the AG's office.

Brean further indicated that through discussions with NH State Police have been held regarding the potential need over the summer to have details at Rye Harbor and the message received is they are extremely tasked with detail requests.

Duprey asked if the enforcement is on PDA property, not Rye property; Brean affirmed. Blenkinsop stated the idea of a police detail would be on DPH (State) property. Duprey understands the obstacles and wants to make sure everything is being done from PDA / DPH end. Further, if the bulk of the activity down there is to regulate the traffic, couldn't a private security entity be hired to perform the duties. Blenkinsop stated a private entity could be hired for traffic control subject to adequate insurance provisions etc. so PDA / DPH is protected from a liability standpoint.

Brean indicated he is not clear on what RHLP has done to obtain a detail but knows from PDA circumstances there is a protocol to be followed (NH State Police, Sheriff's Office or another County's Sheriff's office). Duprey indicated someone from RHLP is in attendance and can meet today with someone on staff to answer that question and go over options.

Anderson indicated he does not believe the Board should deviate from that condition of the waiver and it should be maintained and at the obligation of RHLP.

Levesque stated if all avenues have been addressed and reviewed there may come a need for the Chairman of the Board, in consultation with Brean, to waive the waiver.

Anderson stated Brean has indicated safety is an issue and a reason why the provision was put into the waiver as a means to provide a level of safety to the patrons of the facility.

Duprey stated he is hopeful it can be resolved after discussions with RHLP on finding out what has been done to date.

Marconi spoke to observations of having a private security entity doing the detail and the comments he has received when he (in his DPH Director attire) attempts to make corrections and bring policies / requirements to patrons' attention and it goes on deaf ears. Marconi indicated the police

detail may have even come from the Governor's office.

Blenkinsop read the condition from the April meeting, "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".

Marconi reported last year received a refund from the Army Corp of Engineers in the amount of \$237,000 from Rye Harbor, this was due to the work from Senator Perkins-Kwoka which has allowed DPH to recoup what was paid out for the turning basin. Further, the Governor and Council has approved DPH's request for ARPA funds in the amount of \$2.7 million (\$1.2 million to replace the cross bracing and decking at the Portsmouth Fish Pier; \$1 million for terminal rehabilitation project and \$560,000 to replace the remaining floats in Hampton). Levesque stated no money was requested for Rye Harbor; Marconi indicated at the time the subject came up the request was already in process.

Marconi had slides displayed to show the Board in Hampton the replacement of the floats along the bulkhead where the commercial fishing activity takes place (changed from concrete so they can be removed in winter to prevent damage). Showed the recent pavement and indicated the striping and directional markers of the pavement will be performed shortly. Spoke to a photo of the Portsmouth Fish Pier showing the location where the seawall was replaced, new hoists, replaced fuel system, new floating docks and ladders. The appropriation for this project was \$3.25 million and believes there is approximately \$176,000 remaining. Lastly, spoke to the Marine Terminal on Market Street and the replacement of the 600' dock and the various tasks that will be performed.

Duprey asked when the Marine Terminal is complete what the useful life would be; Marconi stated 50+ years.

Marconi also spoke to a functional replacement being provided by NH DOT due to the loss of a dock by DPH due the Sarah Long Bridge construction. The original estimate for the project was \$19 million and now it has increased to \$34 million. DOT wants to go out to bid on this project in September. This would entail a 140' extension on the Main Wharf and various other work to the area.

Anderson asked of the \$176,000 funds remaining from the Portsmouth Fish Pier, would those funds go back to State or can they be retained by DPH for other improvements at the Portsmouth Fish Pier. Marconi indicated if he identifies some work that needs to be done he can go to the Capital Budget Overview Committee and have them move the money. Anderson also asked of the ARPA funds received if those would be used to reinforcing the pier; Marconi provided an overview of the work Anderson spoke of.

Groux, PAC Chairman, spoke to the increased activity of PAC an item he wanted to mention was an upcoming Off Shore Wind project (Tri-State Project between Maine, NH and Massachusetts) which is scheduled to go out to bid in the third quarter of 2024. Marconi spoke to the logistics of the project.

Levesque asked if at a Board meeting in the fall the Board could be provided a briefing of the upcoming Off Shore Wind project.

B. Approvals:

1. Right of Entry - Independent Boat Haulers – Rye Harbor Marine Facility

Director Lamson moved the motion and Director Anderson seconded that the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a Right of Entry with Independent Boat Haulers, Inc. for the purpose of using the Rye Harbor Marine Facility for three (3) years, commencing July 1, 2022, through June 30, 2025, on substantially the same terms and conditions set forth in the memorandum from Geno J. Marconi, Director of the Division of Ports and Harbors, dated May 26, 2022.

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

2. Right of Entry – Northeast Fishery Sector XI - Portsmouth Fish Pier – Office Rental

Director Levesque moved the motion and Director Parker seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to finalize and enter into a Right of Entry with the Northeast Fishery Sector XI for two (2) years, commencing July 1, 2022, with two (2) options of one (1) year each subject to the approval of the Executive Director, for office space located at the Portsmouth Fish Pier on substantially the same terms and conditions set forth in the memorandum from Geno J. Marconi, Director of the Division of Ports and Harbors, dated May 26, 2022.

Discussion: Anderson recommended this entity which oversees fishing activity and the revenue generated is from fishing boats and the attrition in the NH industry is severe. Previously there were 30 boats which generated revenue for this Sector where now there are two and looking to recommend this RoE fee be reduced. Marconi indicated one of the largest ground fishing vessels that goes through the Sector is not ground fishing this year, instead they are lobstering; the Sector is down. Marconi indicated he could review the costs associated with the office space held by the Sector at the facility.

Director Ferrini moved a motion and Director Parker seconded to table the motion made by Director Levesque.

Disposition: Resolved by unanimous vote for; motion carried.

3. Morton Salt – Deferment of Minimum Annual Guaranteed Revenue Payment

Director Anderson moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to defer payment of the \$59,382.67 balance of the 2021-2022 minimum guaranteed payment required under Article 4.1d of the License and Operating Agreement with Morton Salt, Inc. (the “Agreement”), and add said balance to the 2022 – 2023 minimum guaranteed payment under the Agreement; all in accordance with the memorandum from Geno J. Marconi, Director of the Division of Ports and Harbors, dated June 6, 2022.

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

XIII. New Business:

XIV. Special Event:

A. Report:

1. Veterans' Run 5k/10k Road Race to be held on July 4, 2022

This is a charitable event holding the Pack and Boots road race on July 4th in collaboration with the Portsmouth Police Department.

XV. Upcoming Meetings:

Executive Committee	TBD
Port Committee	July 7, 2022 @ 8:00 a.m.
Board of Directors	August 18, 2022 @ 8:30 a.m.

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

XVI. Directors' Comments:

Duprey brought to Brean's attention a website called AirPower History Tour that is advertising an Airshow at the Million Air Terminal on September 8th through 11th, 2022. Brean indicated Pomeroy has had discussions with this entity and received a response which stated it working with an individual at the NH Air Guard; PDA is working with them so if they do put forth a proposal they know what needs to be done to include the airport sponsor.

Anderson asked of an update of the Million Air wetland application for its facility. Stowell stated indicated that no permits have been issued. Further, the record had been left open for 30 days after the hearing (which is now closed) and then there is a 45 day from that period.

Duprey spoke to a decision by DES which may be subject to appeals; Blenkinsop affirmed but doesn't believe the permit will be stayed pending an appeal.

XVII. Non-public Session:

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

- 1. Confidential Airport Security Matters [NH RSA 91-A:3, II (i) and (j)] and**
- 2. Consideration of Legal Advice [NH RSA 91-A:3, II (l)].**

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

The Board entered a non-public meeting at approximately 11:46 a.m.

Director Ferrini moved the motion and Director Lamson seconded that the Board come out of Non-Public at 11:56 a.m.

XVIII. Vote of Confidentiality:

Director Levesque moved the motion and Director Lamson seconded that pursuant to NH RSA 91-A:3, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its June 16, 2022, meeting related to the consideration of legal advice from legal counsel and discussion of confidential airport security matters are confidential matters which, if disclosed publically, would render the proposed actions ineffective and further agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

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

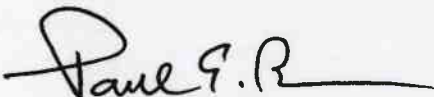
XIX. Adjournment:

Director Ferrini moved the motion and Director Lamson seconded to adjourn the Board meeting. Meeting adjourned at 11:59 a.m.

XX. Press Questions:

No comments from the press.

Respectfully submitted,



Paul E. Brean
Executive Director

MEMORANDUM

To: Paul E. Bréan, Executive Director
From: Maria J. Stowell, P.E., Engineering Manager
Date: August 2, 2022
Subject: Skyhaven Airport Ineligible Grant Costs

Per B
Maria

Two years ago, PDA accepted a grant offer from NHDOT, through the State Block Grant ("SBG") program, to design, permit and bid the work to rehabilitate and mark the Skyhaven terminal area apron and relocate the existing fuel farm. The \$141,000 grant amount was to cover 100% of the eligible costs. Over subsequent months, the design work was accomplished and PDA requested and received from NHDOT reimbursement for the design costs. In turn, NHDOT requested reimbursement from FAA.

Upon receipt of DOT's reimbursement request, FAA determined that the work to design the relocation of the fuel farm is not eligible for reimbursement. DOT responded by providing a detailed justification citing language from the applicable rules. After much debate, FAA maintained its initial determination and denied reimbursement of \$26,706.74, the cost of the design work associated with the fuel farm relocation. All other design costs will be reimbursed.

PDA's consultant completed this work and PDA has paid invoices that included the work. Because the PDA Board approval for the project was based on a 100% reimbursement of the costs, I request that you report this shift in funding to the Board.

DOT also makes funds available to airports through its Airport Improvement and Maintenance (AIM) program and has recommended that PDA submit an AIM application to cover the cost of the fuel farm design. We intend to submit the application and if successful, we will go back to the Board for approval to accept the funds, which would cover up to 80% of the \$26,706.74 cost.

You should also be aware that the schedule for construction of the apron rehabilitation has been delayed due to the unavailability of FAA FY 22 discretionary funds. The delay in construction caused us to also delay the permitting and bidding stages of the project. The work will resume when funds become available in either FY 23 or FY 24.

N:\ENGINEER\Board Memos\2022\DAW Ineligible Costs.docx

Memorandum

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: August 10, 2022
Subj: 165 Arboretum Drive

At your August 18, 2022, Board of Directors meeting, 165 Arboretum, LLC, an affiliate of Two International Group, intends to present to the PDA Board of Directors its plan for a proposed commercial development at 165 Arboretum Drive, property directly adjacent to the roundabout at the northern end of the Pease International Tradeport. A plan showing the approximate parcel location is attached. The proposed development is to house an expansion of Sig Sauer's operations at Pease, and would include light manufacturing, warehouse space, and office uses on this parcel located in the PDA Industrial Zone.

Two International Group has an extensive and successful development history at Pease, as well as the seacoast area generally. Some examples of its Tradeport developments can be seen at 1 New Hampshire Avenue, 2 International Drive, 100 International Drive, and 200 & 222 International Drive. Sig Sauer is a long-standing Pease tenant at 72 Pease Boulevard and provides a large number of skilled jobs at Pease and throughout its New Hampshire facilities. It is a testament to the success of the Pease International Tradeport and the New Hampshire seacoast area that these two established entities seek to expand and provide more employment and economic development opportunities here.

165 Arboretum, LLC has presented a carefully planned development proposal and I incorporate by reference the staff memorandum prepared by Michael Mates, as well as the project summary letter submitted by Hoyle Tanner on behalf of 165 Arboretum, LLC, both included in your Board materials. The proposed development is consistent with other development on the Tradeport, including the existing Sig Sauer building at 72 Pease Boulevard, as well as developments at 35 Corporate Drive, 20 Durham Street, and 101 International Drive. Furthermore, the proposed development is consistent with existing development in Portsmouth in such locations as along Lafayette Road, Heritage Avenue, and West Road, as well as in Newington in such locations as along Woodbury Avenue and the Shattuck Way corridor.

Concept approval is a preliminary step in the development process whereby the PDA Board, as the land owner, provides its authorization for the developer to submit its requests for subdivision and site plan approval consistent with the requirements of the PDA land use controls. If the Board provides concept approval, a more detailed site and subdivision plan set will be developed and a public review process would commence. This process will be consistent with other development at Pease on land in the Industrial Zone situated in the Town of Newington, for example 90 and 100 Arboretum Drive. The PDA Land Use Application flow chart is attached for reference. Ultimately, following the successful completion of that process, including securing all applicable permits, a ground lease agreement, consistent with other Pease ground leases, would be negotiated/finalized and construction would commence.

PARCEL LOCATION



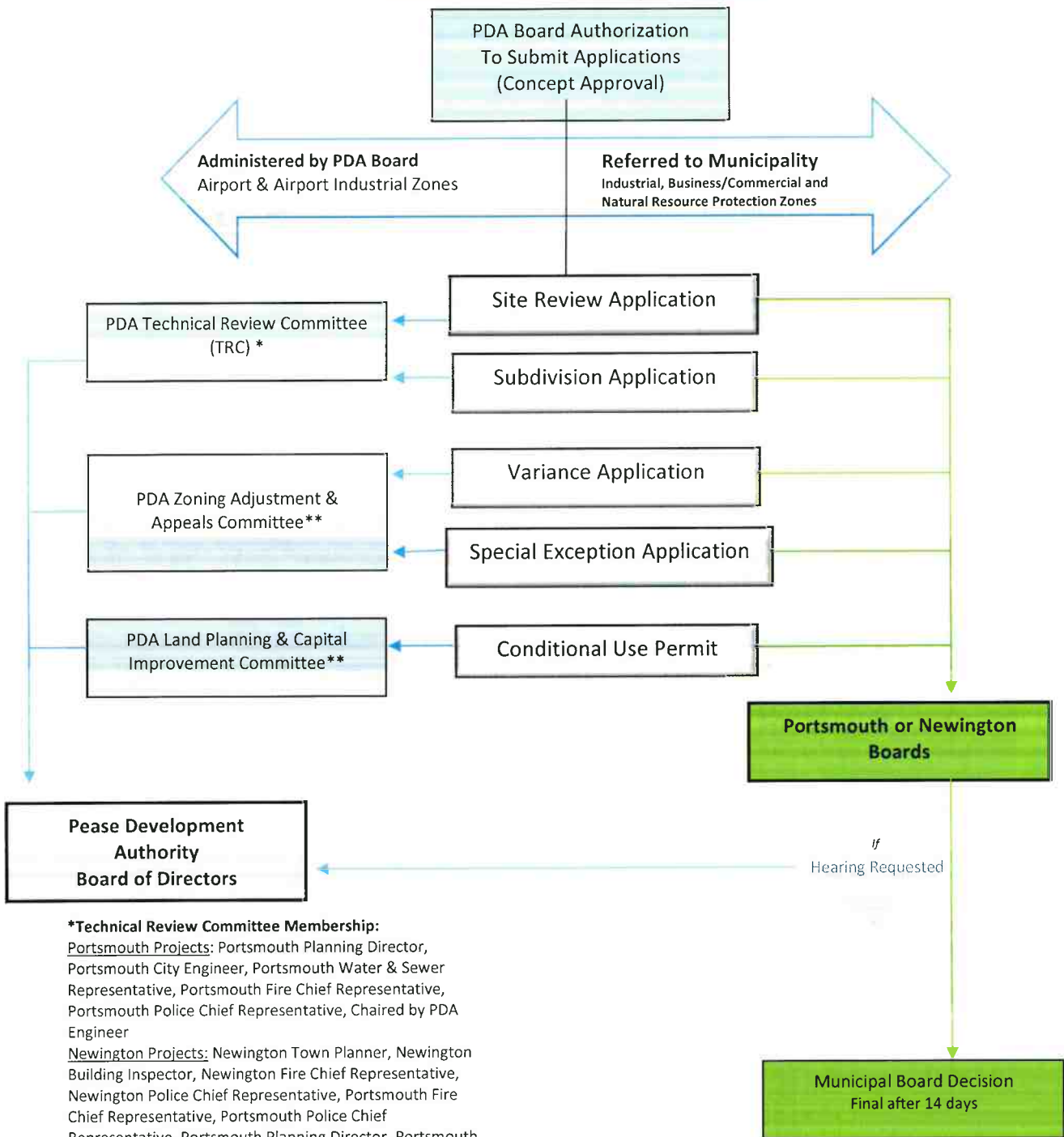
Right of Entry at 165 Arboretum Drive

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

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Land Use Applications



***Technical Review Committee Membership:**
Portsmouth Projects: Portsmouth Planning Director, Portsmouth City Engineer, Portsmouth Water & Sewer Representative, Portsmouth Fire Chief Representative, Portsmouth Police Chief Representative, Chaired by PDA Engineer
Newington Projects: Newington Town Planner, Newington Building Inspector, Newington Fire Chief Representative, Newington Police Chief Representative, Portsmouth Fire Chief Representative, Portsmouth Police Chief Representative, Portsmouth Planning Director, Portsmouth Water & Sewer Representative, Chaired by PDA Engineer



**** Subcommittee of PDA Board**

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby approves the concept plan for 165 Arboretum, LLC at 165 Arboretum Drive, as submitted by 165 Arboretum, LLC and attached hereto and incorporated herein; all in accordance with the memorandum of Michael R. Mates, Engineering Project Manager, dated August 9, 2022, attached hereto.

MEMORANDUM

To: Paul E. Brean, Executive Director 
From: Michael R. Mates, PE, Engineering Project Manager 
Date: August 9, 2022
Subject: 165 Arboretum Drive Concept Approval

In April of this year, the PDA Board of Directors authorized entry into a Development Agreement in Contemplation of Lease with 165 Arboretum, LLC, an affiliate of Two International Group, regarding potential development at 165 Arboretum Drive. Consistent with the intent of the agreement, staff recently received concept plans from the developer. The developer is proposing to create a lot of approximately 20.4 acres and construct an 182,200 square foot facility at 165 Arboretum Drive in Newington, just south of the NHDOT roundabout. The end user will be Sig Sauer and the development would include space for light manufacturing, warehouse and office uses. The site will be accessed from two driveways on Arboretum Drive, both of which will have sidewalk access to the building. Both driveways will be accessed through gates and the entire facility and parking lot will be encompassed by a security fence. In addition, site improvements include 20 loading docks, 225 parking stalls, utilities, lighting, landscaping, and other appurtenances. As part of the site design, stormwater management and treatment measures will be provided by a mix of infiltration and filtration best management practices in accordance with NHDES and PDA rules and regulations. Traffic for the development is expected to generate 186 passenger trips during the weekday, PM, peak hour.

There are two abandoned fuel lines on this site that were left by the Air Force and are planned for future removal. Unfortunately for the applicant, it is unclear when the Department of Defense will undertake this work so the applicant will remove these lines as part of their project. The removal of the pipe lines and testing of the soils in the vicinity of the pipe lines will be coordinated with the Air Force and NHDES to confirm proper procedures are followed.

Water and electric utilities are readily available in the area, however, sewer and gas will need to be extended down Arboretum Drive to existing connection points in the vicinity of a 100 Arboretum Drive.

The New Hampshire Division of Historic Resources has designated the remnants of two building foundations on site as sensitive areas. These foundations will be protected during construction and will not be impacted.

Wetlands are present along the southern and western property boundaries, however there are no wetland or buffer impacts proposed. All building setbacks, parking requirements and open space requirements have been met. No variances have been requested.

Staff has reviewed the proposal and we believe the use is appropriate for this site and the development can be constructed in conformance with PDA's Land Use Controls. If received favorably by the PDA Board, 165

Arboretum, LLC will continue with design work and, with staff concurrence, submit plans for subdivision and site review approval to the Town of Newington for consideration.

A project memo from the applicants engineer and conceptual rendering and site plans are attached. Representatives from 165 Arboretum, LLC will be at the August meeting to present the project and answer questions.

N:\\ENGINEER\\Board Memos\\2022\\165 Arboretum Concept.docx



August 8, 2022

Maria Stowell, PE
Engineering Manager
Pease Development Authority
55 International Drive
Portsmouth, New Hampshire 03801

**Re: PDA Concept Approval
Proposed Sig Sauer Building Project
165 Arboretum Drive
Newington, NH 03801**

Dear Ms. Stowell,

On behalf of 165 Arboretum LLC, Hoyle, Tanner and Associates, Inc. (Hoyle Tanner), is pleased to submit this project memo and the attached conceptual site plans for the Proposed Sig Sauer Building Project. This memo provides a general project overview, detailed summaries of key project features, and calculations for parking requirements, estimated vehicle trip generation, and open space.

Project Overview

The proposed development will be located at 165 Arboretum Drive in Newington, NH on a new 20.4±-acre lease lot created from existing Map Lot 320-0. The project includes the construction of a one-story building with 15,000 square feet of office space, 167,200 square feet of ground level manufacturing and warehouse space and an additional 23,000 square feet of mezzanine for warehouse use. The proposed building footprint is 182,200 square feet and the total building is 205,200 square feet. As proposed, the building and parking abide by all PDA setbacks and no variances are being sought. The design includes 225 vehicle parking spaces along the front of the building with loading docks located on each side. There will be a concrete unloading area at the rear of the building for flatbed trucks carrying raw materials.

Site access will be provided by two new driveways located along Arboretum Drive. New sidewalks are proposed along the frontage of the property and will provide a continuation of the existing sidewalk system from the Arboretum Drive traffic circle. The sidewalks also line each new driveway and connect to the major entrances of the new building. The building and parking areas will be enclosed by security fencing with gates located at each of the driveways. The existing Pease entry sign along Arboretum Drive will not be impacted by the project and a proposed easement will be provided on the new lease lot for the sign, surrounding wall, and landscaping.

Wetlands

Onsite wetlands were delineated by Hoyle, Tanner in April 2022 and located using GPS. Per PDA regulations, a 25-foot buffer is required for all wetlands. The project will not impact any onsite wetlands

or the required 25-foot buffer. All fill slopes will be outside the buffer and in areas with limited space, retaining walls will be constructed.

Historic Areas

There are two foundations located on the project site that have been designated as sensitive historic areas. These foundations were located during the field survey and are shown on the conceptual plans with a 25-foot no disturb buffer as recommended. This buffer will be maintained and not impacted by the proposed development. Temporary fencing will be installed during construction to protect the area.

Abandoned Fuel Lines

There are two abandoned fuel lines from the Air Force era that run through the center of the proposed site. The Department of Defense is currently working on a project to remove the lines but will likely not commence work prior to this project. Through coordination with the Department of Defense, the developer has agreed to remove the lines within the limits of this project and provide construction access for when the remaining lines are removed by others.

Excess Soils

It is estimated there are excess soils onsite that are structurally unsuitable to use under the building and pavement. All excess soils will remain onsite and will be shaped into a berm towards the rear of the site.

Groundwater Management Zone

A portion of the site is in groundwater management zone LF-5 GMZ as shown. The northern limits of the zone were added to the concept plans based on coordinates from a record plan provided by PDA.

Stormwater

All stormwater runoff from impervious surfaces will be directed to offline deep sump catch basins for pre-treatment. It is intended for the stormwater outside of the GMZ to drain to an underground chamber system for detention, treatment, and infiltration. Stormwater within the GMZ will flow through JellyFish style filtration devices to provide full treatment prior to discharging into a stormwater detention pond. The stormwater will be designed to meet PDA's updated stormwater regulations as well as the regulations for an Alteration of Terrain Permit as required by New Hampshire Department of Environmental Services.

Utilities

Proposed water, gas, electric, telecom and cable for the project will connect to the existing services in Arboretum Drive. There is no existing sewer along the front of the project, so a pump station and force main are proposed to connect to the existing Portsmouth gravity sewer located approximately 3,000 feet to the south in Arboretum Drive. A new manhole will be installed at the North Apron Access Road intersection for the transition from force main to gravity.

Parking Calculations

Sig Sauer estimates the building will have 50 to 60 office employees and 80 to 120 employees for manufacturing. The PDA regulations require three spaces for every four office employees and two spaces for every three employees on the largest manufacturing shift. This will result in a total of 125 required parking spaces. The proposed plans call for 225 parking spaces to accommodate any future increases in employees.

Trip Generation Calculations

We have reviewed the trip generation and estimate the proposed facility will generate 186 passenger trips during the weekday, PM, peak hour. This calculation is based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition land use code 140 (Manufacturing) using 190,200 square feet of manufacturing and land use code 710 (General Office Building) using 15,000 square feet of office space as the criteria for generating average vehicle trips. We have reviewed both AM and PM peak trips and are using the highest peak values to conservatively generate the above passenger trips. The trip calculations are based on square footages compared to number of employees which is also a conservative estimation.

Open Spaces Calculations

The proposed lot has approximately 3.0 acres of wetlands with 17.4 acres of upland. The PDA regulations require 25% of the upland area be retained as open space which is 4.35 acres. If the parcel contains a wetland of two or more contiguous acres, which this lot does, 15% of the wetland may count towards the required open space. There are 9.4 acres of open space outside of the wetlands and an additional 0.45 acres based on 15% of the wetlands for a total of 9.85 acres of proposed open space. The open space calculations only include green areas and do not include walkways and outdoor seating areas.

We trust this memo has provided a detailed description of the project and look forward to presenting the project to the Board at the August 18, 2022 meeting. Should you require additional information, please contact me at (603) 413-2904 or via email at stobey@hoyletanner.com.

Sincerely,
Hoyle, Tanner & Associates, Inc.



Shawn M. Tobey, P.E.
Project Manager

Attachments:

- Conceptual Plans

165 ARBORETUM DRIVE NEWINGTON, NH PROPOSED SITE PLAN

WOODBURY AVE

ARBORETUM DRIVE

DIMENSIONAL REQUIREMENTS

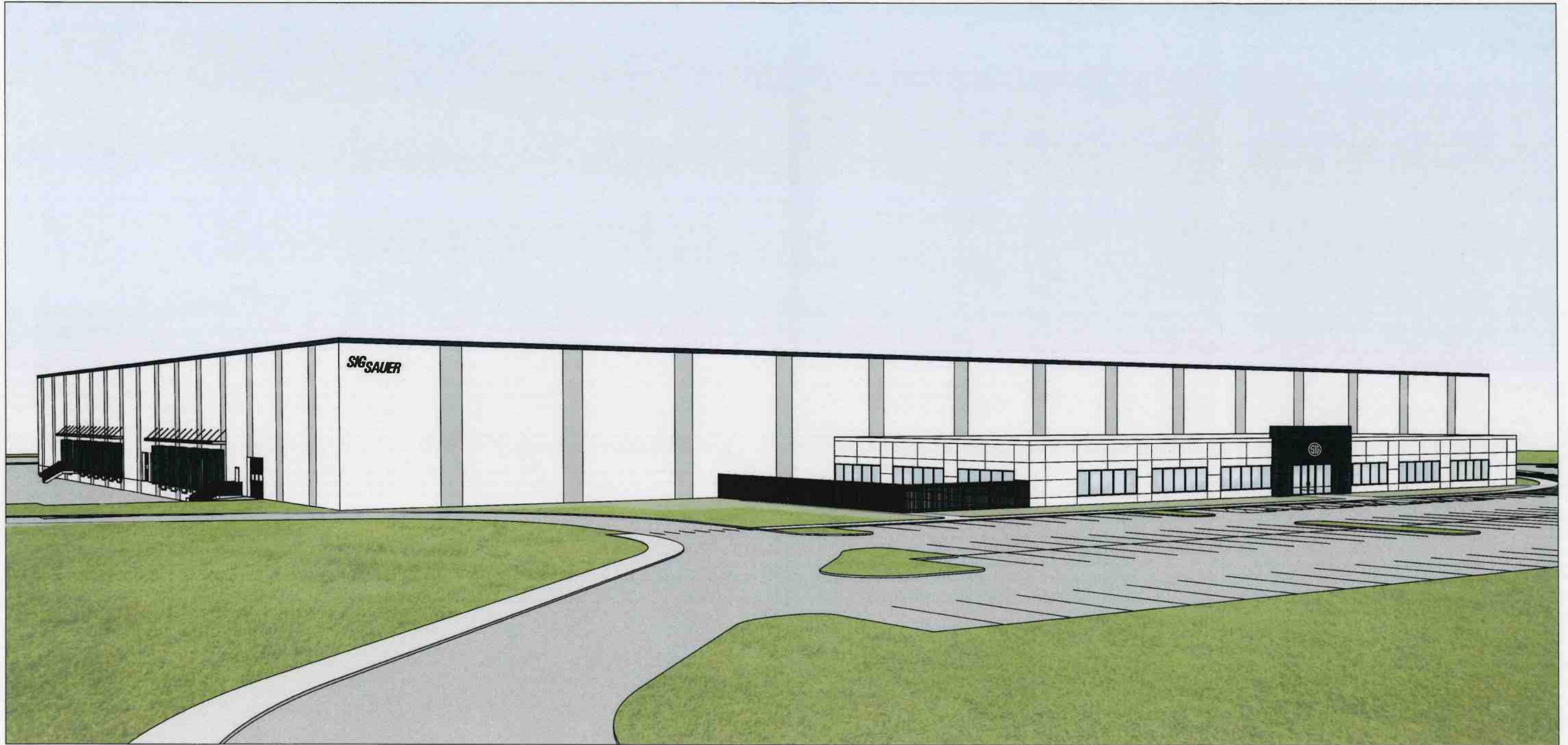
REGULATION	REQ'D	PROVIDED
LOT SIZE	10.0 AC	20.4 AC
LOT FRONTAGE	200 FT	1,223± FT
FRONT YARD SETBACK	70 FT	172± FT
SIDE YARD SETBACK	50 FT	224± FT
REAR YARD SETBACK	50 FT	195± FT
MAX. BUILDING HEIGHT	PER FAA	40± FT
WETLAND SETBACK	25.0 FT	30± FT
OPEN SPACE	4.35 AC	9.85 AC



AUGUST 8, 2022

IMAGE: GOOGLE EARTH - OCTOBER 2020

HOYLE TANNER
 100 International Drive
 Suite 360
 Portsmouth, NH 03801
 (603) 431-2530
 www.foyletanner.com



SIG SAUER

PERSPECTIVE

PROJ. NO: 200.10.22059.000

DATE: 08/05/2022

LIGHT MANUFACTURING & OFFICES

250 summer street
first floor
boston, ma 02210

t: 617.848.9511
f: 617.639.0457
www.ci-designinc.com



Date: August 9, 2022

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming August 18, 2022 Pease Development Authority Board meeting, the following is an Executive Summary of the draft unaudited financial results for the twelve months ended June 30, 2022:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	19,919	17,068	2,852
Operating Expenses	12,904	13,817	913
Operating Income	7,016	3,251	3,765
Depreciation	6,861	7,119	258
Non Oper. (Inc)/Exp	(2,019)	122	2,142
Net Operating Income	2,174	(3,990)	6,164

We ended FY22 with total operating revenues of \$19.9 million, exceeding budgeted projections by \$2.9 million (16.7%). Notable revenue line items trending favorably include golf course public play, facility rental, concessions, fuel flowage, parking and merchandise sales. Fuel sales performed under budgeted projections for FY22.

Consolidated operating expenses for FY22 total \$12.9 million, trending favorably by \$0.9 million (6.6%). Total wages were right on budget, ending the year 0.8% under budget. Other significant line items trending under budget include health and dental, airfield and equipment maintenance expenses, water, legal fees, marketing expenses, fuel purchases and golf cart leasing expense. Expense line items trending over budget include retirement expense, snow removal, business insurance, utility expenses (excluding water), technology expenses and cost of goods for merchandise.

You will note on pages 3 and 4 of the Financial Report, the consolidated Statement of Revenues and Expenses includes line items titled "Wage Transfers In/Out" and "Benefit Transfers In/Out" for \$1.1 million and \$0.3 million respectively. This is a year-end adjustment to allocate a portion of Maintenance wages and benefits to certain business units based on work hours performed. Because this allocation has no impact on total Net Income, it is not a budgeted line item. The allocation reduces the Wages & Benefits category for Maintenance and increases the Building & Facilities category for the business units charged.

FY22 depreciation expense was under budget by 0.3 million mainly resulting from a lower dollar value of capital assets placed into service during FY22.

Non-operating income/expenses is favorable by \$2.1 million and includes CARES act funding of \$2.0 million. Year-to-date consolidated Net Operating Income is \$2.2 million, which is favorable to budget by \$6.2 million.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) incl Security			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,270	1,965	305
Operating Expenses	3,808	3,185	(623)
Operating Income	(1,538)	(1,220)	(318)
Depreciation	4,543	4,644	101
Non Oper. (Inc)/Exp	(1,964)	0	1,964
Net Operating Income (Loss)	(4,117)	(5,864)	1,747

FY22 operating revenues for the Portsmouth Airport are favorable to budget by \$305,000 (15.5%). Parking and fuel flowage fees were the main drivers of the positive results for the year, followed by income from ROE option fees and facility rental. The unfavorable variance in operating expenses of \$623,000 is mainly a result of the Maintenance department wage and benefit allocation which totaled \$806,000, as this business unit is charged with the majority of the cost allocation. Expense underruns for the year include airfield and equipment maintenance costs, wages (due to open positions) and marketing.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	235	214	21
Operating Expenses	371	245	(126)
Operating Income	(136)	(31)	(104)
Depreciation	450	542	92
Non Oper. (Inc)/Exp	(13)	0	0
Net Operating Income (Loss)	(573)	(573)	1

Operating revenues for Skyhaven totaled \$235,000 for FY22, trending favorably by 9.9%, resulting from higher fuel sales due to price increases. To put this in perspective, total gallons of fuel sold for FY22 totaled 16,574 vs. 20,304 for FY21 and the average sell price for fuel for FY22 was \$5.25 vs. \$4.55 for FY21. The unfavorable operating expense variance of \$126,000 is mainly driven by the Maintenance wage and benefit allocation which totaled \$113,000, and to a lesser extent by higher fuel costs.

Tradeport

Tradeport			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	11,151	9,155	1,996
Operating Expenses	746	583	(163)
Operating Income	10,405	8,572	1,833
Depreciation	736	765	29
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income	9,669	7,807	1,861

Tradeport revenue is favorable by \$2.0 million (21.8%) for FY22 as this cost center's revenue includes the sale of 30 New Hampshire Ave. Facility rentals are also favorable as annual adjustments to rent (which are based on CPI), trended higher than budget. Operating expenses are over budget for the year by \$163,000 and include the Maintenance allocation of \$307,000. Line items trending favorably for the year consist of outside contractor and environmental services expenses.

Golf Course

Pease Golf Course			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	3,489	2,871	618
Operating Expenses	2,253	2,271	18
Operating Income	1,236	600	636
Depreciation	360	364	4
Non Oper. (Inc)/Exp	(0)	(0)	0
Net Operating Income	876	236	640

FY22 was another strong year for the Golf course as operating revenues exceeded budgeted expectations by \$618,000 (21.5%). Public play revenue was the main contributor to favorable revenue. Concession fees also trended higher than budget driven by higher sales revenue at Grill 28. We ended the year with operating expenses under budget by \$18,000. Cost underruns include water, marketing, contractor services and golf cart lease expense. Notable cost overruns consisted of retirement expense (higher contribution rate than budgeted), wages (due to pay increases and seasonal hours higher than budget), 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	2,619	2,698	(79)
Operating Expenses	2,509	2,343	(166)
Operating Income	110	355	(245)
Depreciation	614	635	21
Non Oper. (Inc)/Exp	(3)	(6)	0
Net Operating Income (Loss)	(501)	(274)	(227)

The DPH ended FY22 with operating revenues under budget by \$79,000 (2.9%) mainly driven by lower fuel sales. Revenue from wharfage and dockage fees was also impacted by the closure of the Main Pier in April for the rehabilitation project. Operating expenses are over budget by \$166,000 (7.1%) and include significant expenditures for repairs to the jetty wall at Rye Harbor due to winter storm damage as well as pavement repairs. Cost overruns include preventative maintenance at Hampton Harbor and parking lot repairs at Market Street. Most of the work was done during the winter, but the invoices were not received until late June. Retirement expense and snow removal were also over budget. Fuel purchases are under budget for FY22 due to lower sales.

Balance Sheet/Statement of Net Position

(\$ 000's)	As of 6/30/2022	As of 6/30/2021
Assets		
Current Assets	14,354	8,884
Restricted Assets	1,428	7,604
Capital Assets	96,101	96,350
Total Assets	111,882	112,838
Liabilities		
Current Liabilities	5,148	14,237
Non-Current Liabilities	14,555	14,558
Total Liabilities	19,703	28,795
Net Position		
Net Invest. in Cap Assets	96,101	92,492
Restricted	1,230	(4,791)
Unrestricted	(3,858)	(2,365)
Total Net Position	93,473	85,336

Current assets of \$14.3 million are comprised of \$8.6 million in unrestricted cash, \$4.8 million in trade and grant/government receivables and \$0.8 million in inventory and other. With the expectation that internally funded capital projects for FY23 could total just under \$9 million, current cash reserves will decrease the likelihood of incurring debt to fund capital expenditures.

We ended the year with restricted assets of \$1.4 million. Revolving Loan Fund assets represent the majority of restricted assets and are comprised of outstanding loans totaling \$1.2 million (21 loans) and \$75,000 in cash.

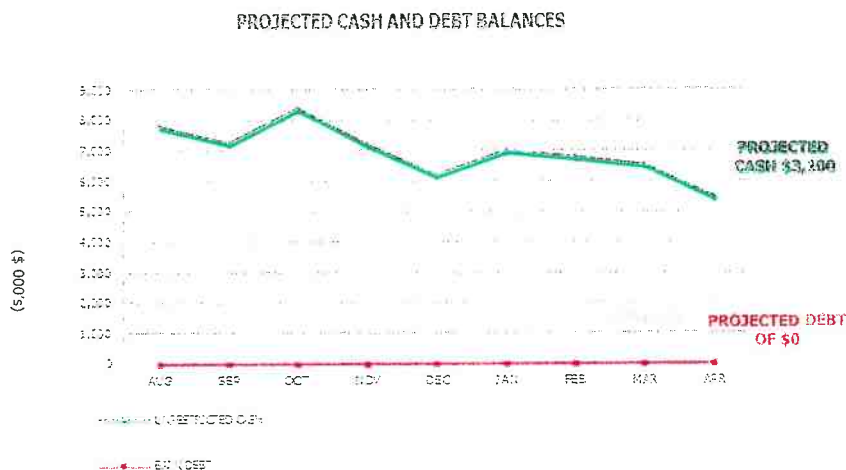
Year-to-date capital expenditures total \$6.7 million. Page 13 of the Financial Report provides a breakdown of all projects completed and in progress at the end of FY22. Major PDA projects include PSM Terminal Expansion, Lowery Lane paving, Corporate Drive drainage improvements, Skyhaven terminal apron design and various equipment purchases. DPH projects include construction at the Portsmouth Fish Pier, Barge Dock replacement, Main Pier rehabilitation, lighting improvements at Market Street Wharf and dock replacement at Hampton Harbor.

Current liabilities total \$5.1 million and are comprised of \$4.1 million in accounts payable and accrued expenses, \$0.1 million in construction project retainage and \$0.9 million in unearned revenue and other.

Cash Flow Projections for the Nine Month Period Ending April 30, 2023

Nine-month cash inflow projections (excluding DPH) are estimated at \$15.0 million and continue to be mainly provided by operating revenues, but also include \$2.7 million in grant funds for capital projects. Projected cash outflows are estimated at \$17.9 million, with \$10.0 million in operating expenses and municipal service fee payments and \$7.9 million in grant and non-grant funded capital expenditures. As mentioned previously, strong cash balances leave us in a good position to get underway with our FY23 capital project initiatives. 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 TWELVE MONTH PERIOD
ENDING JUNE 30, 2022

DRAFT -UNAUDITED



BOARD OF DIRECTORS MEETING
AUGUST 18, 2022



PEASE DEVELOPMENT AUTHORITY

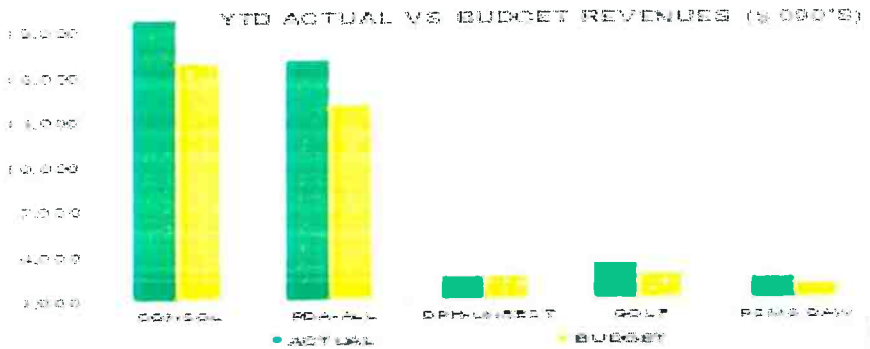
Revenues and Expenditures – Twelve Months Ended June 30, 2022

DRAFT-UNAUDITED

Trends:

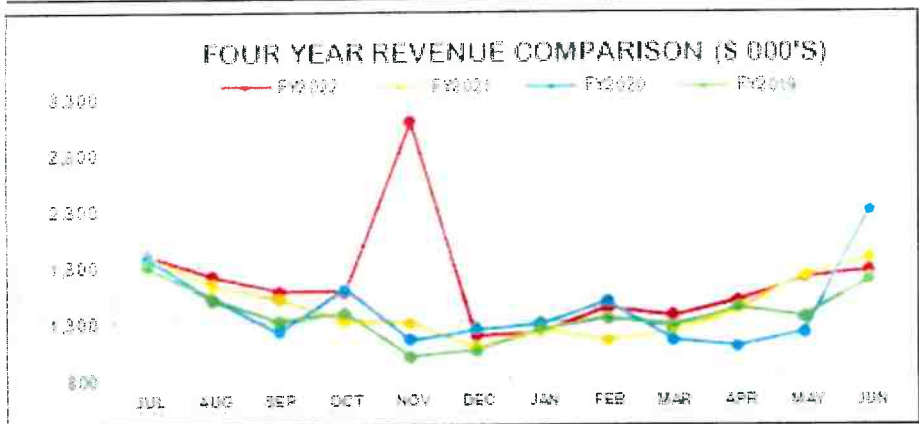
YTD revenue higher by 16.7%:

- Golf Fees, Facility Rental, Fuel Flowage, Parking fees trending higher than budget
- Sale of 30 NH Ave for \$1.75M
- Offset by lower Fuel sales



Trends:

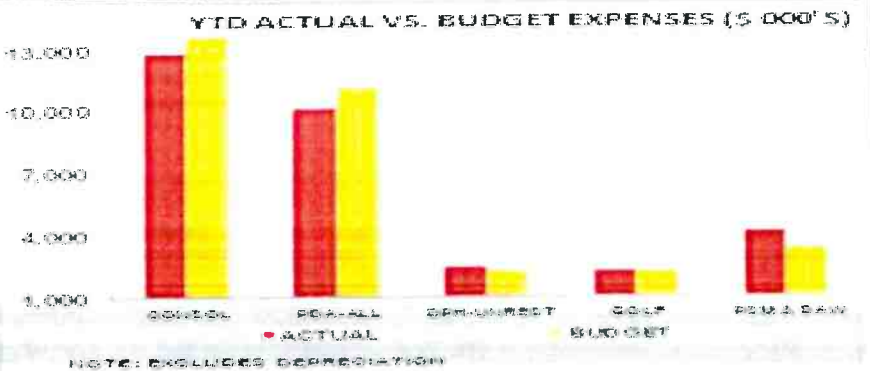
- November 2021** includes sale of 30 NH Ave
- July revenues** include annual rent payment-Great Bay Comm. College
- June revenues** include increase in Golf fee revenue



Trends:

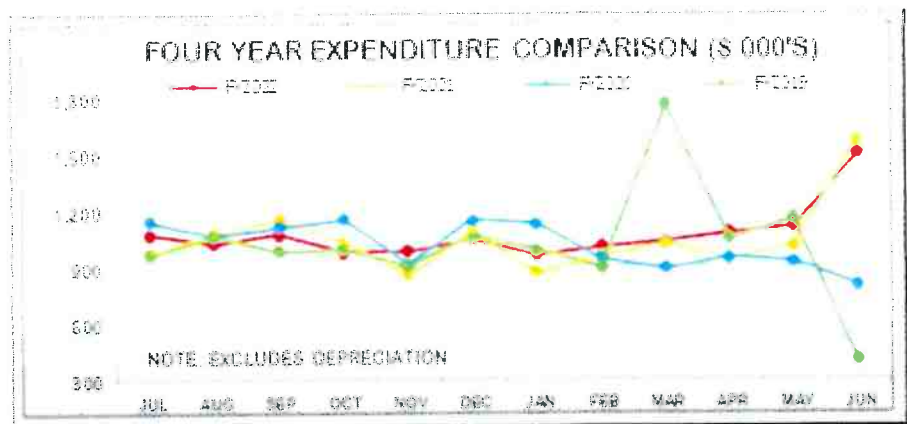
YTD Operating Expenses lower by 6.6%:

- Health & Dental, Building & Facilities Maintenance, General & Admin, Utilities, Professional Fees, Marketing, Water, Fuel, & Interest Exp. trending lower than budget
- Offset by cost overruns in Business Insurance, Retirement expense, Snow Removal, Electricity & Gas, 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 Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun 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	\$830,347	\$843,399	(\$13,052)	(1.5%)	\$10,598,308	\$10,354,236	\$244,072	2.4%
CARGO AND HANGARS	13,839	13,904	(65)	(0.5%)	166,570	162,348	4,222	2.6%
	<u>844,186</u>	<u>857,303</u>	<u>(13,117)</u>	<u>(1.5%)</u>	<u>10,764,878</u>	<u>10,516,584</u>	<u>248,294</u>	<u>2.4%</u>
CONCESSION REVENUE	67,065	50,883	16,182	31.8%	475,358	414,500	60,858	14.7%
FEE REVENUE								
AVIATION FEES		667	(667)	(100.0%)	115,584	98,000	17,584	17.9%
FUEL FLOWAGE	49,564	13,112	36,453	278.0%	573,015	456,600	116,415	25.5%
PSM TSALEO REVENUE	2,965	1,667	1,298	77.9%	23,260	20,000	3,260	16.3%
PSM SECURITY REVENUE	2,540	1,167	1,373	117.7%	27,650	14,000	13,650	97.5%
GOLF FEES	392,980	280,000	112,980	40.3%	2,198,738	1,650,000	548,738	33.3%
GOLF SIMULATORS	1,300		1,300	-	77,418	125,000	(47,582)	(38.1%)
GOLF MEMBERSHIPS	50,642	55,930	(5,288)	(9.5%)	405,139	421,000	(15,861)	(3.8%)
GOLF LESSONS	11,920	2,125	9,795	460.9%	47,449	26,000	21,449	82.5%
MOORING FEES	38,940	36,333	2,607	7.2%	467,281	436,000	31,281	7.2%
PARKING	46,050	44,568	1,482	3.3%	644,558	573,339	71,220	12.4%
PIER USAGE FEES		8,417	(8,417)	(100.0%)	91,976	101,000	(9,025)	(8.9%)
REGISTRATIONS	71,902	18,667	53,235	285.2%	222,146	224,000	(1,854)	(0.8%)
TERMINAL FEES				-				-
WHARFAGE AND DOCKAGE		46,975	(46,975)	(100.0%)	569,000	563,696	5,304	0.9%
	<u>668,803</u>	<u>509,628</u>	<u>159,178</u>	<u>31.2%</u>	<u>5,463,214</u>	<u>4,708,635</u>	<u>754,579</u>	<u>16.0%</u>
FUEL SALES	151,747	146,330	5,416	3.7%	709,020	817,100	(108,080)	(13.2%)
INTEREST INCOME								
LOAN INTEREST	2,545	2,750	(205)	(7.4%)	31,002	33,000	(1,998)	(6.1%)
OTHER REVENUES								
MERCHANDISE	47,197	23,417	23,780	101.6%	333,507	281,000	52,507	18.7%
ALL OTHER	(29,683)	68,108	(97,791)	(143.6%)	2,142,306	296,943	1,845,362	621.5%
	<u>17,514</u>	<u>91,525</u>	<u>74,011</u>	<u>80.9%</u>	<u>2,475,813</u>	<u>577,943</u>	<u>(1,897,869)</u>	<u>(328.4%)</u>
TOTAL OPERATING REVENUE	1,751,860	1,658,419	93,443	5.6%	19,919,285	17,067,762	2,851,523	16.7%
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	365,399	404,379	38,980	9.6%	4,077,988	4,137,366	59,379	1.4%
BENEFITED OVERTIME	14,490	12,853	(1,637)	(12.7%)	231,701	235,338	3,636	1.5%
NON-BENEFITED REGULAR	105,655	85,211	(20,444)	(24.0%)	816,945	784,925	(32,020)	(4.1%)
NON-BENEFITED OVERTIME	4,095	1,988	(2,107)	(106.0%)	32,314	27,489	(4,825)	(17.6%)
ACCRUED VACATION BENEFITS	12,653		(12,653)	-	(12,399)		12,399	-
ACCRUED SICK TIME BENEFITS	(522)		522	-	(2,588)		2,588	-
	<u>501,770</u>	<u>504,431</u>	<u>2,662</u>	<u>0.5%</u>	<u>5,143,961</u>	<u>5,185,118</u>	<u>41,157</u>	<u>0.8%</u>
WAGE TRANSFERS OUT	(1,002,190)		1,002,190	-	(1,005,748)		1,005,748	-
	<u>(500,420)</u>	<u>504,431</u>	<u>1,004,853</u>	<u>199.2%</u>	<u>4,138,213</u>	<u>5,185,118</u>	<u>1,046,906</u>	<u>20.2%</u>
BENEFITS								
DENTAL INSURANCE	4,846	5,942	1,096	18.4%	64,852	71,285	6,432	9.0%
HEALTH INSURANCE	93,899	110,939	17,040	15.4%	1,231,975	1,330,534	98,559	7.4%
LIFE INSURANCE	2,112	2,436	324	13.3%	28,211	29,664	1,453	4.9%
NEW HAMPSHIRE RETIREMENT	69,226	42,994	(26,232)	(61.0%)	632,603	517,247	(115,357)	(22.3%)
POST RETIREMENT BENEFITS		10,414	10,414	100.0%	97,034	124,968	27,934	22.4%
EMPLOYEE DRUG TEST	49	178	129	72.5%	1,542	2,140	598	27.9%
OPEB EXPENSE				-				-
EMPLOYER FICA	36,874	38,016	1,143	3.0%	385,787	396,723	10,936	2.8%
UNEMPLOYMENT INS		593	593	100.0%		7,121	7,121	100.0%
	<u>207,006</u>	<u>211,512</u>	<u>4,507</u>	<u>2.1%</u>	<u>2,442,004</u>	<u>2,479,682</u>	<u>37,677</u>	<u>1.5%</u>
BENEFIT TRANSFERS OUT	(310,662)		310,662	-	(310,662)		310,662	-
	<u>(103,656)</u>	<u>211,512</u>	<u>315,169</u>	<u>149.0%</u>	<u>2,131,342</u>	<u>2,479,682</u>	<u>348,339</u>	<u>14.0%</u>
TOTAL WAGES & BENEFITS	(604,076)	715,943	1,320,022	184.4%	6,269,555	7,664,800	1,395,244	18.2%

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE	59,279	6,900	(52,379)	(759.1%)	68,542	82,800	14,258	17.2%
COVID-19		2,671	2,671	100.0%	1,548	32,048	30,500	95.2%
SOIL & VEGETATION CONTROL	16,993	7,810	(9,184)	(117.6%)	105,764	93,718	(12,046)	(12.9%)
ENVIRONMENTAL TESTING	20,779	7,992	(12,787)	(160.0%)	63,507	95,900	32,393	33.8%
EQUIPMENT MAINTENANCE	28,296	29,480	1,184	4.0%	346,980	354,194	7,214	2.0%
FACILITIES MAINTENANCE	84,443	65,832	(18,610)	(28.3%)	766,780	789,987	23,208	2.9%
LANDSCAPING	1,835	2,293	459	20.0%	32,462	27,520	(4,942)	(18.0%)
NAVIGATION MAINTENANCE	305	12,833	12,528	97.6%	61,747	154,000	92,253	59.9%
OTHER EXPENSES	30,000	2,500	(27,500)	(1100.0%)	30,000	30,000	-	-
SECURITY	33,696	44,902	11,206	25.0%	228,854	279,540	50,686	18.1%
SNOW REMOVAL	27,875	14,750	(13,125)	(89.0%)	233,239	177,000	(56,239)	(31.8%)
EXPENSE TRANSFERS								
	303,501	197,963	(105,538)	(53.3%)	1,939,423	2,116,707	177,285	8.4%
WAGE & BENEFIT TRANSFER IN	1,312,852		(1,312,852)	-	1,312,852		(1,312,852)	-
	1,616,353	197,963	(1,418,390)	(716.5%)	3,252,275	2,116,707	(1,135,567)	(53.6%)
GENERAL AND ADMINISTRATIVE								
BAD DEBT EXPENSE		83	83	100.0%		1,000	1,000	100.0%
BANK FEES	13,303	7,472	(5,831)	(78.0%)	93,718	89,662	(4,056)	(4.5%)
COMPUTER EXPENSES	14,623	9,133	(5,490)	(60.1%)	73,418	104,100	30,682	29.5%
DISCOUNTS AND LATE FEES	(716)		716	-	(3,177)		3,177	-
EQUIPMENT UNDER \$5,000	8,898	6,117	(2,781)	(45.5%)	60,333	75,400	15,067	20.0%
FEES AND LICENSES	3,627	4,774	1,147	24.0%	69,400	57,788	(11,612)	(20.1%)
INSURANCE	34,647	33,269	(1,378)	(4.1%)	403,315	390,114	(13,201)	(3.4%)
OFFICE EQUIPMENT	1,132	1,707	575	33.7%	19,394	20,485	1,091	5.3%
PROFESSIONAL DEVELOPMENT	6,060	5,025	(1,035)	(20.6%)	38,669	60,300	21,631	35.9%
SUPPLIES	7,406	6,586	(820)	(12.5%)	89,363	79,031	(10,332)	(13.1%)
TELEPHONES AND COMMUNICATIONS	16,430	11,782	(4,648)	(39.5%)	145,960	141,883	(4,077)	(2.9%)
TRAVEL AND MILEAGE	2,876	2,619	(257)	(9.8%)	30,952	31,425	473	1.5%
OTHER EXPENSES	(2,732)	5,242	7,973	152.1%	44,061	62,904	18,843	30.0%
	105,554	93,809	(11,746)	(12.5%)	1,065,406	1,114,092	48,687	4.4%
UTILITIES								
ELECTRICITY	40,685	43,694	3,009	6.9%	529,174	524,301	(4,873)	(0.9%)
ELECTRICITY TRANSFERS								
HEATING OIL		265	265	100.0%	3,685	2,700	(985)	(36.5%)
NATURAL GAS	1,881	5,416	3,535	65.3%	75,393	65,000	(10,393)	(16.0%)
NATURAL GAS TRANSFERS								
PROPANE	3,514	3,126	(388)	(12.4%)	55,745	41,050	(14,695)	(35.8%)
WASTE REMOVAL	11,475	7,300	(4,175)	(57.2%)	102,328	87,600	(14,728)	(16.8%)
WASTE REMOVAL TRANSFERS								
WATER	3,713	15,869	12,156	76.6%	32,220	129,365	97,145	75.1%
WATER TRANSFERS								
	61,268	75,670	14,403	19.0%	798,545	850,016	51,471	6.1%
PROFESSIONAL SERVICES								
AUDIT	6,000	5,275	(725)	(13.7%)	73,881	63,300	(10,581)	(16.7%)
INFORMATION TECHNOLOGY	8,244	4,956	(3,288)	(66.4%)	131,720	81,155	(50,565)	(62.3%)
LEGAL	35,166	10,625	(24,541)	(231.0%)	89,615	127,500	37,886	29.7%
LEGAL PERMIT IMPLEMENT	14,326	14,583	257	1.8%	28,956	175,000	146,044	83.5%
ADMINISTRATIVE SERVICES	5,859	4,750	(1,109)	(23.3%)	60,299	57,000	(3,299)	(5.8%)
	69,595	40,189	(29,406)	(73.2%)	384,471	503,955	119,484	23.7%
MARKETING AND PROMOTION								
ADVERTISING	11,573	5,810	(5,762)	(99.2%)	36,165	60,850	24,685	40.6%
OTHER MARKETING	16,845	31,858	15,013	47.1%	97,005	375,150	278,145	74.1%
FLIGHT INCENTIVES								
	28,418	37,668	9,251	24.6%	133,170	436,000	302,830	69.5%
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,000	10,000		-	120,000	120,000		-
FUEL	129,621	122,081	(7,540)	(6.2%)	535,439	670,375	134,936	20.1%
GOLF CART LEASE	20,717	10,833	(9,883)	(91.2%)	80,900	130,000	49,100	37.8%
MERCHANDISE	59,775	17,563	(42,212)	(240.4%)	263,772	210,750	(53,022)	(25.2%)
	220,113	160,477	(59,636)	(37.2%)	1,000,111	1,131,125	131,014	11.6%
TOTAL OPERATING EXPENSES	1,497,225	1,321,719	(175,502)	(13.3%)	12,903,533	13,816,695	913,163	6.6%
OPERATING INCOME/(LOSS)	254,635	336,700	(82,058)	(24.4%)	7,015,752	3,251,067	3,764,686	115.8%
DEPRECIATION	563,445	593,160	29,715	5.0%	6,860,974	7,119,000	258,026	3.6%
AMORTIZATION								
NON-OPERATING (INCOME)/EXPENSES								
INTEREST EXPENSE		11,250	11,250	100.0%		135,000	135,000	100.0%
INTEREST INCOME	(990)	(1,061)	(72)	6.8%	(11,268)	(12,735)	(1,468)	11.5%
NON-OPERATING GRANT FUNDING					(1,977,072)		1,977,072	-
GAIN/LOSS ON ASSETS	(31,086)		31,086	-	(31,086)		31,086	-
OTHER NON-OPERATING								
	(32,076)	10,189	42,264	414.8%	(2,019,426)	122,265	2,141,690	1751.7%
NET OPERATING INCOME/(LOSS)	(276,734)	(266,649)	(10,079)	3.8%	2,174,204	(3,990,198)	6,164,403	(154.5%)

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	2022	2021
	Ending	Ending
ASSETS		
Cash and Investments	\$8,669,372	\$4,530,945
Accounts Receivable - Net	4,858,766	3,781,169
Inventories	429,297	311,762
Prepays	283,071	260,237
	<u>14,240,507</u>	<u>8,884,113</u>
Restricted Assets		
Cash and Investments	368,171	549,963
Current Receivables		6,034,917
Loans Receivable - NHFL		
Due within 1 Year	113,204	105,249
Due in more than 1 Year	1,059,363	913,947
Total Restricted Assets	<u>1,540,739</u>	<u>7,604,076</u>
Capital Assets		
Land	7,520,786	7,520,786
Construction-in-Process	10,464,717	6,281,349
Other Capital Assets - Net	78,115,449	82,547,942
Total Capital Assets	<u>96,100,952</u>	<u>96,350,077</u>
TOTAL ASSETS	<u>111,882,198</u>	<u>112,838,267</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension	2,008,286	2,008,286
OPEB	<u>2,193,378</u>	<u>2,193,378</u>
LIABILITIES		
Accounts Payable and Accrued Expenses	4,159,258	4,819,473
Retainage	85,000	2,594,225
Accounts Payable for Capital Assets		3,858,399
Offset to Accounts Payable for Capital		(3,858,399)
Unearned Revenues	867,102	690,183
Long-Term Liabilities		
Net Pension Liability	6,170,435	6,170,435
Net OPEB Liability	8,041,994	8,041,994
Due within 1 Year		90,924
Due in more than 1 Year	342,544	345,131
	<u>19,666,333</u>	<u>22,752,365</u>
Restricted Liabilities		
Current Liabilities	36,878	6,043,372
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
	<u>36,878</u>	<u>6,043,372</u>
TOTAL LIABILITIES	<u>19,703,210</u>	<u>28,795,737</u>
DEFERRED INFLOWS OF RESOURCES		
Pension	360,975	360,975
OPEB	<u>2,546,921</u>	<u>2,546,921</u>
NET POSITION		
Net Investment in Capital Assets	96,100,952	92,491,678
Restricted For:		
Revolving Loan Fishery Fund	1,247,953	1,242,596
Harbor Dredging and Pier Maintenance	(28,733)	(6,041,105)
Foreign Trade Zone	10,919	7,905
Unrestricted	<u>(3,858,335)</u>	<u>(2,364,776)</u>
TOTAL NET POSITION	<u>93,472,755</u>	<u>85,336,298</u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$53,907	\$52,287	\$1,620	3.1%	\$795,271	\$782,525	\$12,746	1.6%
CARGO AND HANGARS	\$2,475	\$2,404	\$71	3.0%	\$29,542	\$28,848	\$694	2.4%
CONCESSION REVENUE	\$5,895	\$3,977	\$1,918	48.2%	\$68,241	\$71,500	(\$3,259)	(4.6%)
FEE REVENUE	\$78,524	\$41,313	\$37,211	90.1%	\$1,212,198	\$998,339	\$213,859	21.4%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	(\$41,711)	\$21,394	(\$63,105)	(295.0%)	\$165,037	\$84,000	\$81,037	96.5%
TOTAL OPERATING REVENUES	99,090	121,375	(22,285)	(18.4%)	2,270,289	1,965,212	305,077	15.5%
EXPENSES								
WAGES AND FRINGE BENEFITS	109,636	101,103	(8,533)	(8.4%)	1,210,190	1,262,675	52,485	4.2%
BUILDING AND FACILITIES	881,378	106,430	(774,948)	(728.1%)	1,719,807	1,017,911	(701,896)	(69.0%)
GENERAL AND ADMINISTRATIVE	33,814	30,389	(3,425)	(11.3%)	409,177	362,645	(46,532)	(12.8%)
UTILITIES	28,167	32,501	4,334	13.3%	381,567	383,500	1,933	0.5%
PROFESSIONAL SERVICES	2,114	1,458	(656)	(45.0%)	31,974	17,500	(14,474)	(82.7%)
MARKETING AND PROMOTION	8,204	11,708	3,504	29.9%	55,420	140,500	85,080	60.6%
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	1,063,313	283,589	(779,724)	(274.9%)	3,808,135	3,184,731	(623,404)	(19.6%)
OPERATING INCOME	(964,223)	(162,214)	(802,009)	(494.4%)	(1,537,846)	(1,219,519)	(318,327)	(26.1%)
NON-OPERATING (INCOME) EXPENSE	0	0	0	-	(1,964,072)	0	1,964,072	-
DEPRECIATION	373,774	387,000	13,226	3.4%	4,542,812	4,644,000	101,188	2.2%
NET OPERATING INCOME	(1,337,997)	(549,214)	788,783	(143.6%)	(4,116,586)	(5,863,519)	(1,746,933)	29.8%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS	11,364	11,500	(136)	(1.2%)	137,028	133,500	3,528	2.6%
CONCESSION REVENUE					2,592		2,592	-
FEE REVENUE		667	(667)	(100.0%)	7,520	8,000	(480)	(6.0%)
FUEL SALES	12,586	10,069	2,518	25.0%	87,071	72,000	15,071	20.9%
INTEREST								
MERCHANDISE								
OTHER REVENUE		42	(42)	(100.0%)	1,075	500	575	115.0%
TOTAL OPERATING REVENUES	23,950	22,278	1,673	7.5%	235,286	214,000	21,286	9.9%
EXPENSES								
WAGES AND FRINGE BENEFITS	5,085	2,936	(2,149)	(73.2%)	47,717	54,993	7,275	13.2%
BUILDING AND FACILITIES	130,527	3,941	(126,586)	(3212.1%)	161,540	47,490	(114,050)	(240.2%)
GENERAL AND ADMINISTRATIVE	5,744	3,882	(1,862)	(48.0%)	49,781	45,557	(4,223)	(9.3%)
UTILITIES	1,888	3,089	1,202	38.9%	33,800	32,700	(1,100)	(3.4%)
PROFESSIONAL SERVICES	300	501	201	40.1%	4,343	6,015	1,672	27.8%
MARKETING AND PROMOTION		83	83	100.0%	1,198	1,000	(198)	(19.8%)
OTHER OPERATING EXPENSES	10,649	8,055	(2,594)	(32.2%)	72,589	57,600	(14,989)	(26.0%)
TOTAL OPERATING EXPENSES	154,193	22,487	(131,705)	(585.7%)	370,968	245,355	(125,614)	(51.2%)
OPERATING INCOME	(130,243)	(209)	(130,031)	61796.1%	(135,682)	(31,355)	(104,328)	332.7%
NON-OPERATING (INCOME) EXPENSE				-	(13,000)		13,000	-
DEPRECIATION	33,618	45,167	11,549	25.6%	450,166	542,000	91,834	16.9%
NET OPERATING INCOME	(163,861)	(45,376)	(118,482)	261.1%	(572,848)	(573,355)	506	(0.1%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$745,965	\$750,020	(\$4,055)	(0.5%)	\$9,293,065	\$9,099,124	\$193,941	2.1%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE		4,662	(4,662)	(100.0%)	1,857,560	55,943	1,801,617	3220.4%
TOTAL OPERATING REVENUES	745,965	754,682	(8,717)	(1.2%)	11,150,625	9,155,067	1,995,559	21.8%
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	315,698	22,263	(293,434)	(1318.0%)	435,611	267,361	(168,250)	(62.9%)
GENERAL AND ADMINISTRATIVE	9,472	8,510	(962)	(11.3%)	89,542	91,012	1,470	1.6%
UTILITIES	6,134	8,492	2,358	27.8%	98,750	101,900	3,150	3.1%
PROFESSIONAL SERVICES					1,650		(1,650)	-
MARKETING AND PROMOTION		788	788	100.0%		2,300	2,300	100.0%
OTHER OPERATING EXPENSES	10,000	10,000			120,000	120,000		
TOTAL OPERATING EXPENSES	341,304	50,053	(291,250)	(581.9%)	745,553	582,573	(162,980)	(28.0%)
OPERATING INCOME	404,661	704,629	(299,967)	(42.6%)	10,405,072	8,572,494	1,832,578	21.4%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	60,561	63,750	3,189	5.0%	736,300	765,000	28,700	3.8%
NET OPERATING INCOME	344,100	640,879	(296,778)	(46.3%)	9,668,772	7,807,494	1,861,278	23.8%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun 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	61,170	46,656	14,514	31.1%	401,525	340,000	61,525	18.1%
FEE REVENUE	456,842	338,055	118,787	35.1%	2,728,744	2,222,000	506,744	22.8%
FUEL SALES								
INTEREST								
MERCHANDISE	47,197	23,417	23,780	101.6%	333,507	281,000	52,507	18.7%
OTHER REVENUE	3,806	2,333	1,472	63.1%	25,269	28,000	(2,731)	(9.8%)
TOTAL OPERATING REVENUES	569,015	410,461	158,553	38.6%	3,489,045	2,871,000	618,046	21.5%
EXPENSES								
WAGES AND FRINGE BENEFITS	138,373	124,119	(14,254)	(11.5%)	1,157,806	1,087,790	(70,016)	(6.4%)
BUILDING AND FACILITIES	83,911	24,218	(59,692)	(246.5%)	320,639	290,622	(30,017)	(10.3%)
GENERAL AND ADMINISTRATIVE	23,449	20,061	(3,388)	(16.9%)	206,331	239,057	32,726	13.7%
UTILITIES	14,250	21,491	7,242	33.7%	142,285	218,300	76,015	34.8%
PROFESSIONAL SERVICES	4,661	3,701	(960)	(25.9%)	35,454	44,415	8,961	20.2%
MARKETING AND PROMOTION	14,792	4,175	(10,617)	(254.3%)	45,703	50,100	4,397	8.8%
OTHER OPERATING EXPENSES	80,491	28,396	(52,095)	(183.5%)	344,672	340,750	(3,922)	(1.2%)
TOTAL OPERATING EXPENSES	359,927	226,161	(133,765)	(59.1%)	2,252,890	2,271,034	18,144	0.8%
OPERATING INCOME	209,088	184,300	24,788	13.5%	1,236,155	599,966	636,190	106.0%
NON-OPERATING (INCOME) EXPENSE	(7)	(9)	(2)	22.6%	(198)	(110)	88	(79.6%)
DEPRECIATION	30,824	30,333	(490)	(1.6%)	360,297	364,000	3,703	1.0%
NET OPERATING INCOME	178,271	153,976	24,296	15.8%	876,056	236,076	639,980	271.1%

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	333,507	2,662,990	415,130	77,418	3,489,045
OPERATING EXPENSES* *Excluding Depreciation	315,914	1,701,983	173,504	61,489	2,252,890
OPERATING INCOME	17,593	961,007	241,626	15,929	1,236,155

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun FY 2022	Variance From Monthly Budget	% Variance	Actual YTD FY 2022	Budget YTD FY 2022	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$30,475	\$41,092	(\$10,617)	(25.8%)	\$497,972	\$460,588	\$37,385	8.1%
CARGO AND HANGARS				-				-
CONCESSION REVENUE		250	(250)	(100.0%)	3,000	3,000		-
FEE REVENUE	124,457	117,592	6,866	5.8%	1,361,697	1,336,296	25,401	1.9%
FUEL SALES	139,161	136,262	2,899	2.1%	621,949	745,100	(123,151)	(16.5%)
INTEREST				-	1,221		1,221	-
MERCHANDISE				-				-
OTHER REVENUE	13,340	41,718	(28,378)	(68.0%)	133,637	153,000	(19,363)	(12.7%)
TOTAL OPERATING REVENUES	307,433	336,914	(29,480)	(8.8%)	2,619,476	2,697,984	(78,507)	(2.9%)
EXPENSES								
WAGES AND FRINGE BENEFITS	125,697	121,762	(3,934)	(3.2%)	1,328,467	1,307,777	(20,690)	(1.6%)
BUILDING AND FACILITIES	195,081	12,955	(182,126)	(1405.8%)	412,838	155,461	(257,377)	(165.6%)
GENERAL AND ADMINISTRATIVE	43,574	10,941	(32,633)	(298.3%)	142,723	131,288	(11,435)	(8.7%)
UTILITIES	10,830	10,038	(792)	(7.9%)	137,910	112,901	(25,009)	(22.2%)
PROFESSIONAL SERVICES	1,381	1,683	302	17.9%	20,918	20,200	(718)	(3.6%)
MARKETING AND PROMOTION	1,376	217	(1,160)	(535.2%)	3,715	2,600	(1,114)	(42.9%)
OTHER OPERATING EXPENSES	118,972	114,026	(4,946)	(4.3%)	462,850	612,775	149,925	24.5%
TOTAL OPERATING EXPENSES	496,911	271,622	(225,289)	(82.9%)	2,509,421	2,343,002	(166,418)	(7.1%)
OPERATING INCOME	(189,478)	65,292	(254,769)	(390.2%)	110,055	354,982	(244,925)	(69.0%)
NON-OPERATING (INCOME) EXPENSE	(192)	(492)	(300)	61.0%	(2,798)	(5,900)	(3,102)	52.6%
DEPRECIATION	50,626	52,917	2,291	4.3%	614,017	635,000	20,982	3.3%
NET OPERATING INCOME	(239,912)	12,867	(252,778)	(1964.5%)	(501,164)	(274,118)	(227,044)	82.8%

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	335,091	299,192	272,162	1,017,854	679,256	15,921	2,619,476
OPERATING EXPENSES*	409,013	389,790	338,332	490,517	436,957	444,812	2,509,421
*Excluding Depreciation							
OPERATING INCOME	(73,922)	(90,598)	(66,170)	527,337	242,299	(428,891)	110,055

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun 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	-	83	83	100.0%	1,250	1,000	(250)	(25.0%)
UTILITIES	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	1,539	1,531	(7)	(0.5%)	7,740	9,500	1,760	18.5%
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	1,539	1,614	76	4.7%	8,990	10,500	1,510	14.4%
OPERATING INCOME	(1,539)	(1,614)	76	(4.7%)	3,010	1,500	1,510	100.7%
NON-OPERATING (INCOME) EXPENSE	0	-	0	-	(4)	-	4	-
DEPRECIATION	-	-	-	-	-	-	-	-
NET OPERATING INCOME	(1,539)	(1,614)	77	(4.7%)	3,014	1,500	1,514	100.9%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun 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	3,476	9,167	(5,691)	(62.1%)	102,146	110,000	(7,855)	(7.1%)
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	50	750	(700)	(93.3%)	8,755	9,000	(245)	(2.7%)
TOTAL OPERATING REVENUES	3,526	9,917	(6,391)	(64.4%)	110,901	119,000	(8,100)	(6.8%)
EXPENSES								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	(29,438)	13,750	43,188	314.1%	91,265	165,000	73,735	44.7%
GENERAL AND ADMINISTRATIVE	-	167	167	100.0%	11,411	2,000	(9,411)	(470.5%)
UTILITIES	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES	(29,438)	13,917	43,354	311.5%	102,676	167,000	64,324	38.5%
OPERATING INCOME	32,964	(4,000)	36,964	(924.1%)	8,225	(48,000)	56,225	(117.1%)
NON-OPERATING (INCOME) EXPENSE	(31)	(67)	(36)	54.0%	(398)	(800)	(402)	50.3%
DEPRECIATION	5,886	6,250	364	5.8%	71,101	75,000	3,899	5.2%
NET OPERATING INCOME	27,109	(10,183)	37,292	(366.2%)	(62,478)	(122,200)	59,722	(48.9%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Twelve Months Ending June 30, 2022 DRAFT - UNAUDITED

	Actual Jun FY 2022	Budget Jun 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	2,545	2,750	(205)	(7.4%)	29,782	33,000	(3,218)	(9.8%)
MERCHANDISE								
OTHER REVENUE	336	42	294	706.3%	1,882	500	1,382	276.4%
TOTAL OPERATING REVENUES	2,881	2,792	90	3.2%	31,664	33,500	(1,836)	(5.5%)
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE	150	50	(100)	(200.0%)	408	600	192	32.0%
UTILITIES								
PROFESSIONAL SERVICES	1,235	2,083	848	40.7%	25,400	25,000	(400)	(1.6%)
MARKETING AND PROMOTION								
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	1,385	2,133	748	35.1%	25,808	25,600	(208)	(0.8%)
OPERATING INCOME	1,496	659	838	127.3%	5,856	7,900	(2,045)	(25.9%)
NON-OPERATING (INCOME) EXPENSE	(3)	(77)	(74)	96.0%	(375)	(925)	(550)	59.4%
DEPRECIATION								
NET OPERATING INCOME	1,499	736	764	103.9%	6,231	8,825	(2,594)	(29.4%)

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 06-30-2022	BALANCE AT 06-30-2021
CASH BALANCES		
GENERAL FUNDS	75	225
SEQUESTERED FUNDS	-	-
	<u>75</u>	<u>225</u>
LOANS OUTSTANDING (21)		
CURRENT	113	98
LONG TERM	1,059	921
	<u>1,172</u>	<u>1,019</u>
TOTAL CAPITAL BASE	<u>1,247</u>	<u>1,244</u>
CAPTIAL UTILIZATION RATE -% *	<u>94.0%</u>	<u>81.9%</u>

*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF JUNE 30, 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	28,119	26,200	25,204	(1,299)	24,141	1,723	45
SKYHAVEN AIRPORT	141	141	145	(26)	78	27	27
DIVISION OF PORTS AND HARBORS	13,253	0	8,969	(39)	6,358	2,384	2,384
	<u>41,513</u>	<u>26,341</u>	<u>34,318</u>	<u>(1,364)</u>	<u>30,577</u>	<u>4,134</u>	<u>2,456</u>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF JUNE 30, 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 06-30-22
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	278	805	(502)	303	581
RUNWAY 16-34 DESIGN (AIP 58)	-	-	-	-	-
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	1,548	(18)	(1,556)	(1,574)	(26)
TERMINAL BUILDING EXPANSION (AIP 66)	6	4	(7)	(3)	3
TERMINAL BUILDING EXPANSION (AIP 62)	24	25	(24)	1	25
ALPHA SOUTH HOLD BAY (AIP 67)	1	7	(3)	4	5
LOUGHLIN MEMORIAL PARK	8	19	(27)	(8)	-
SNOW REMOVAL EQUIPMENT (AIP 69)	2	20	-	20	22
LOWERY LANE (AIP 70)	-	312	-	312	312
PSM ACCESS CONTROL BOARD	-	79	(40)	39	39
GATE ACCESS CONTROL	-	44	-	44	44
CORPORATE DRIVE DRAINAGE	-	84	-	84	84
TAXIWAY A REPAIRS	-	7	-	7	7
STORAGE CONTAINER	-	7	(7)	-	-
FIREWALL FOR CUSTOMS & BORDER PATROL	-	37	(37)	-	-
SNOW REMOVAL EQUIPMENT (AIP 74)	-	10	-	10	10
PSM MOBILE RADIO PURCHASE	-	46	(19)	27	27
	<u>1,867</u>	<u>1,488</u>	<u>(2,222)</u>	<u>(734)</u>	<u>1,133</u>
SKYHAVEN AIRPORT					
TERMINAL APRON DESIGN (SBG 15-09)	-	145	-	145	145
TERMINAL UPGRADES	-	17	-	17	17
	-	<u>162</u>	-	<u>162</u>	<u>162</u>
GOLF COURSE					
GOLF CARTS (2)	-	30	(30)	-	-
FOLDING CHAIRS	-	7	(7)	-	-
TORO ROUGH MOWER	-	69	(69)	-	-
CHARGING STATION-ELEC VEHICLES	-	7	(7)	-	-
FERTILIZER SPREADER	-	7	(7)	-	-
CONVECTION OVEN	-	10	(10)	-	-
	-	<u>130</u>	<u>(130)</u>	<u>0</u>	<u>0</u>
IT/ADMINISTRATION					
POWER EDGE SERVER	-	26	(26)	-	-
MAINTENANCE					
LOADER TIRES	-	21	(21)	-	-
SNOW PLOW	-	6	(6)	-	-
BOBCAT SKID STEER	-	80	(80)	-	-
	-	<u>107</u>	<u>(107)</u>	<u>0</u>	<u>-</u>
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,304	497	-	497	1,801
PPF BULKHEAD REPAIR AND CONSTRUCTION	1,826	1,246	-	1,246	3,072
MAIN PIER (BUILD GRANT)	1,284	2,469	-	2,469	3,753
MARKET ST SITE LIGHTING IMPROVEMENTS	-	157	-	157	157
SECURITY GATE - MARKET ST	-	6	(6)	-	-
SECURITY CAMERAS-PORTS FISH PIER	-	12	(12)	-	-
HAMPTON DOCK REPLACEMENT (ARPA)	-	342	-	342	342
RYE WATER LINE INSTALL	-	7	-	7	7
RYE FUEL LINE INSTALL	-	37	-	37	37
VIDEO RECORDER REPLACEMENT & CAMERA	-	15	(15)	-	-
	<u>4,414</u>	<u>4,788</u>	<u>(33)</u>	<u>4,755</u>	<u>9,169</u>
TOTAL	<u>6,281</u>	<u>6,701</u>	<u>(2,518)</u>	<u>4,183</u>	<u>10,464</u>

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING APRIL 30, 2023

**BOARD OF DIRECTORS MEETING
AUGUST 18, 2022**



STATE OF VERMONT
OFFICE OF THE COMPTROLLER
100 WATER STREET, SUITE 1000
MONTPELIER, VERMONT 05602
TEL: 802-241-3000
WWW.STATE.VT.US

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW AUGUST 1, 2022 TO APRIL 30, 2023

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(\$ 000's)

AMOUNT
8,296

OPENING FUND BALANCE

SOURCES OF FUNDS

GRANT AWARDS (SEE PAGE #9)	2,747
TRADEPORT TENANTS	7,478
MUNICIPAL SERVICE FEE (COP)	1,854
GOLF COURSE FEE AND CONCESSION REVENUES	1,339
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,483
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	131
	15,032

USES OF FUNDS

OPERATING EXPENSES	8,653
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGES #5-#8)	6,457
CAPITAL EXPENDITURES- GRANT (SEE PAGE #4)	1,412
MUNICIPAL SERVICE FEE (COP)- NET	1,400
	17,922
	(2,890)

NET CASH FLOW

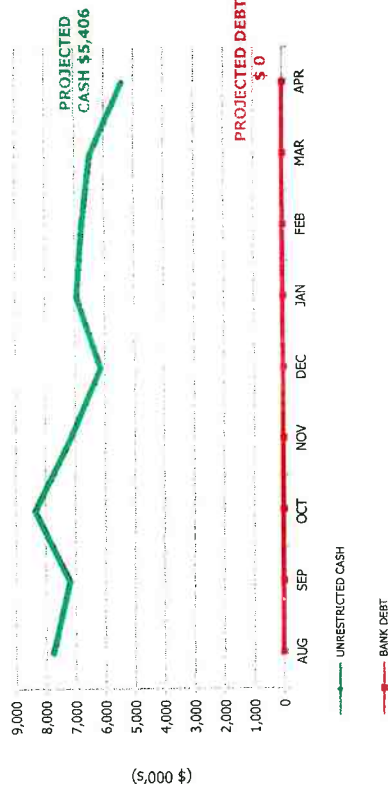
CLOSING FUND BALANCE

5,406

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 CASH AND DEBT BALANCES



TOTAL FUND BALANCES

BALANCE AT 07-31-2022

BALANCE AT 06-30-2022

UNRESTRICTED	8,296	6,967
DESIGNATED	14	14
TOTAL	8,310	6,981

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW (UNRESTRICTED FUNDS)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000'S)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	<u>8,296</u>	<u>7,752</u>	<u>7,193</u>	<u>8,341</u>	<u>7,174</u>	<u>6,145</u>	<u>6,936</u>	<u>6,752</u>	<u>6,471</u>	<u>8,296</u>
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #9)	-	45	1,430	-	300	948	24	-	-	2,747
TRADEPORT TENANTS	740	623	1,017	704	943	844	905	844	858	7,478
MUNICIPAL SERVICE FEE	135	350	135	135	135	355	137	137	335	1,854
GOLF COURSE	295	305	177	94	72	56	57	48	235	1,339
PORTSMOUTH AIRPORT- (PSM)	78	84	54	89	54	56	93	56	56	620
PSM PAY FOR PARKING	39	15	21	39	45	46	90	92	11	398
PSM FLOWAGE FEES	63	61	101	46	43	53	50	34	15	465
SKYHAVEN AIRPORT	16	17	13	14	15	14	14	14	14	131
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,366</u>	<u>1,500</u>	<u>2,948</u>	<u>1,121</u>	<u>1,607</u>	<u>2,372</u>	<u>1,370</u>	<u>1,225</u>	<u>1,524</u>	<u>15,032</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	205	47	30	1,030	30	30	40	-	-	1,412
CAPITAL- NONGRANT (SEE PAGES #5-#8)	769	1,054	796	326	143	560	575	555	1,679	6,457
OPERATING EXPENSES	936	958	974	932	1,063	990	939	951	910	8,653
MUNICIPAL SERVICE FEE	-	-	-	-	1,400	-	-	-	-	1,400
	<u>1,910</u>	<u>2,059</u>	<u>1,800</u>	<u>2,288</u>	<u>2,636</u>	<u>1,580</u>	<u>1,554</u>	<u>1,506</u>	<u>2,589</u>	<u>17,922</u>
NET CASH FLOW	(545)	(559)	1,148	(1,167)	(1,030)	792	(184)	(281)	(1,065)	(2,890)
CLOSING FUND BALANCE	<u>7,752</u>	<u>7,193</u>	<u>8,341</u>	<u>7,174</u>	<u>6,145</u>	<u>6,936</u>	<u>6,752</u>	<u>6,471</u>	<u>5,406</u>	<u>5,406</u>

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

4

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
<u>GRANT REIMBURSEMENT PROJECTS</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	101	-	-	-	-	-	-	-	-	101
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	77	-	-	-	-	-	-	-	-	77
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	25	20	-	-	-	-	-	-	-	45
TW A SOUTH HOLD BAY (AIP 67)	2	-	-	-	-	-	-	-	-	2
PEASE BOULEVARD-ARBORETUM AVE	-	-	30	30	30	30	40	-	-	160
LOWERY LANE PAVING (AIP 70)	-	-	-	-	-	-	-	-	-	-
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	1,000	-	-	-	-	-	1,000
SNOW REMOVAL EQUIPMENT (AIP XX)	-	-	-	-	-	-	-	-	-	-
	<u>205</u>	<u>20</u>	<u>30</u>	<u>1,030</u>	<u>30</u>	<u>30</u>	<u>40</u>	-	-	<u>1,385</u>
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG 9)	-	27	-	-	-	-	-	-	-	27
TOTAL GRANT REIMBURSEMENT PROJECTS	<u>205</u>	<u>47</u>	<u>30</u>	<u>1,030</u>	<u>30</u>	<u>30</u>	<u>40</u>	-	-	<u>1,412</u>

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

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

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS										
TECHNOLOGY/ADMINISTRATION										
MICROSOFT SOFTWARE UPGRADES **	-	40	-	-	-	-	-	-	-	40
PAYCHEX PAYROLL KISOSKS **	-	-	5	-	-	-	-	-	-	5
TECHNOLOGY ENHANCEMENTS **	-	10	-	-	-	10	10	-	-	30
WEBSITE UPGRADES**	-	-	30	-	-	-	-	-	-	30
ADMIN ELECTRIC VEHICLE	-	26	-	-	-	-	-	-	-	26
	-	76	35	-	-	10	10	-	-	131
GOLF COURSE										
COURSE EQUIPMENT	-	-	-	-	-	-	45	-	-	45
WATER LINE REPLACEMENT CLUBHOUSE	-	-	55	-	-	-	-	-	-	55
CLUBHOUSE KITCHEN EQUIPMENT	10	-	-	-	-	-	-	-	-	10
VIDEO SURVEILLANCE SYSTEM**	-	-	15	10	-	-	-	-	-	25
COURSE IMPROVEMENTS**	-	-	20	40	40	-	-	-	-	100
	10	-	90	50	40	-	45	-	-	235

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY

CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

(CONTINUED):

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):</u>										
<u>PORTSMOUTH AIRPORT</u>										
TERMINAL EXPANSION	125	50	18	-	-	-	-	-	-	193
TERMINAL CARPETING **	-	-	-	-	-	-	-	-	-	-
AIRFIELD SIGNAGE **	55	-	-	-	-	-	-	-	-	55
MOBILE RADIO UPGRADE **	-	-	20	-	-	-	-	-	-	20
FENCE CONSTRUCTION **	-	-	35	-	-	-	-	-	-	35
GENERATOR UPGRADE **	-	10	-	-	-	-	-	-	-	10
TAXIWAY A REPAIRS	190	-	-	-	-	-	-	-	-	190
TERMINAL ARRIVALS AREA-DESIGN	250	250	200	-	-	-	-	-	-	700
TERMINAL ARRIVALS AREA-CONSTRUCT**	-	-	-	-	-	500	500	500	500	2,000
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	-	-	-	750	750
	620	310	273	-	-	500	500	500	1,250	3,953
<u>SKYHAVEN AIRPORT</u>										
SRE DOOR REPLACEMENT**	-	-	-	20	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	-	-	5	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG	16	-	-	-	-	-	-	-	-	16
TIRES -FRONT END LOADER	-	10	-	-	-	-	-	-	-	10
LED LIGHT REPLACEMENT**	-	31	-	-	-	-	-	-	-	31
INTERIOR LIGHTING - T-HANGARS**	-	-	7	-	-	-	-	-	-	7
TOW BEHIND MOWER ATTACHMENT	-	11	-	-	-	-	-	-	-	11
REROOF TERMINAL BUILDING **	-	15	-	-	-	-	-	-	-	15
	16	67	7	20	5	-	-	-	-	115

NOTE:

** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(CONTINUED):

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED):										
SECURITY										
PORTSMOUTH AIRPORT										
CCTV SECURITY GATES	-	-	-	50	-	-	-	-	-	50
DOOR ACCESS CONTROL	-	-	-	-	-	-	-	-	-	-
REPLACE BADGING WORKSTATIONS	-	-	90	-	-	-	-	-	-	90
TRAINING VIDEO PRODUCTION	-	-	115	-	-	-	-	-	-	115
BADGE READER & MEDIA REPLACEMENT	-	-	16	-	73	-	-	-	-	89
SECURITY SYSTEM UPGRADE **	-	-	170	100	-	-	-	-	-	270
	-	-	391	150	73	-	-	-	-	614
SECURITY										
SKYHAVEN AIRPORT										
DOOR ACCESS CONTROL **	-	-	-	25	-	-	-	-	-	25
	-	-	-	25	-	-	-	-	-	25

NOTE:
** PENDING BOARD APPROVAL

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

(CONTINUED) (\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
<u>NON-GRANT REIMBURSEMENT PROJECTS (CONTINUED)</u>										
<u>TRADEPORT</u>										
STORMWATER UPGRADES	-	25	-	-	25	-	-	-	-	50
GRAFTON RD AND GOLF COURSE INTERIM**	-	-	-	-	-	10	10	20	20	60
GRAFTON RD AND AVIATION AVE**	-	-	-	-	-	10	10	20	20	60
CORPORATE DRIVE- DRAINAGE	3	500	-	-	-	-	-	-	-	503
	3	525	-	-	25	20	20	40	40	673
<u>MAINTENANCE</u>										
VEHICLE FLEET REPLACEMENT	-	54	-	81	-	-	-	-	60	195
PAINT MACHINE **	-	-	-	-	-	-	-	15	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	-	-	-	-	50	50
HIGH LIFT **	-	-	-	-	-	30	-	-	-	30
CRACK SEALING MACHINE	120	-	-	-	-	-	-	-	-	120
ZERO TURN MOWER	-	22	-	-	-	-	-	-	-	22
JD DIESEL TRACTORW/TOW BEHIND MOWER	-	-	-	-	-	-	-	-	129	129
SWPPP WASH RACK	-	-	-	-	-	-	-	-	150	150
	120	76	-	81	-	30	-	15	389	711
TOTAL NON-GRANT REIMBURSEMENT PROJECTS	769	1,054	796	326	143	560	575	555	1,679	6,457

NOTE:
** PENDING BOARD APPROVAL

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

(\$ 000's)

	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>TOTAL</u>
<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	-	-	-	-	-	48	24	-	-	72
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	900	-	-	-	900
LOWERY LANE PAVING (AIP 70)	-	-	30	-	-	-	-	-	-	30
<u>SKYHAVEN AIRPORT</u>										
TERMINAL APRON DESIGN (SBG-9)	-	45	-	-	-	-	-	-	-	45
TOTAL	-	45	1,430	-	300	948	24	-	-	2,747

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 07-31-2022	BALANCE AT 06-30-2022	MATURITY DATE	INTEREST RATE %
THE PROVIDENT BANK (RLOC)	-	-	12-31-2022	VARIABLE
WEIGHTED AVERAGE	3.42%	2.86%		

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



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW AUGUST 1, 2022 TO APRIL 30, 2023

(\$ 000's)

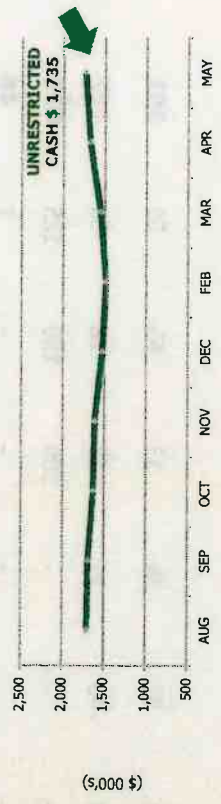
	<u>AMOUNT</u>
OPENING FUND BALANCE	1,716
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS AND CONCESSIONS	381
FUEL SALES	467
REGISTRATIONS / WHARFAGE	585
MOORING FEES	375
PARKING FEES	48
	1,856
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	960
FUEL PROCUREMENT	397
OPERATING EXPENSES	380
CAPITAL EXPENDITURES AND OTHER	100
	1,837
NET CASH FLOW	19
CLOSING FUND BALANCE	1,735

DISCUSSION

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

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

PROJECTED UNRESTRICTED CASH BALANCES



TOTAL FUND BALANCES	BALANCE AT 07/31/2022	BALANCE AT 06/30/22
UNRESTRICTED FUNDS	1,716	1,520
DESIGNATED FUNDS	160	160
RESTRICTED FUNDS:		
HARBOR DREDGING	260	279
REVOLVING LOAN FUND	87	75
FOREIGN TRADE ZONE	11	11
	358	365

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW

(UNRESTRICTED FUNDS)

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	<u>1,716</u>	<u>1,701</u>	<u>1,691</u>	<u>1,626</u>	<u>1,611</u>	<u>1,525</u>	<u>1,484</u>	<u>1,546</u>	<u>1,676</u>	<u>1,716</u>
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	43	42	47	43	32	28	33	55	58	381
FUEL SALES	108	73	83	64	40	35	18	18	30	467
MOORING FEES	-	-	-	-	-	-	100	150	125	375
PARKING FEES	29	16	2	-	-	-	-	-	1	48
REGISTRATIONS / WHARFAGE	65	65	65	65	65	65	65	65	65	585
	<u>245</u>	<u>196</u>	<u>197</u>	<u>172</u>	<u>137</u>	<u>128</u>	<u>216</u>	<u>288</u>	<u>279</u>	<u>1,856</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	125	103	146	93	98	98	98	99	100	960
FUEL PROCUREMENT	91	62	70	54	34	30	15	15	26	397
UTILITIES	9	10	9	9	10	10	10	10	10	87
GENERAL AND ADMINISTRATIVE	16	14	18	14	14	14	14	15	15	134
BUILDINGS AND FACILITIES	16	16	16	16	16	16	16	17	17	146
PROFESSIONAL SERVICES	2	1	2	1	1	1	1	2	2	13
CAPITAL EXPENDITURES AND OTHER	-	-	-	-	50	-	-	-	50	100
	<u>259</u>	<u>206</u>	<u>261</u>	<u>187</u>	<u>223</u>	<u>169</u>	<u>154</u>	<u>158</u>	<u>220</u>	<u>1,837</u>
NET CASH FLOW	(15)	(10)	(65)	(15)	(86)	(41)	62	130	60	19
CLOSING FUND BALANCE	<u>1,701</u>	<u>1,691</u>	<u>1,626</u>	<u>1,611</u>	<u>1,525</u>	<u>1,484</u>	<u>1,546</u>	<u>1,676</u>	<u>1,735</u>	<u>1,735</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - HARBOR DREDGING FUND

(RESTRICTED FUNDS)

(\$ 000's)

	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>TOTAL</u>
OPENING FUND BALANCE	<u>260</u>	<u>268</u>	<u>228</u>	<u>238</u>	<u>194</u>	<u>204</u>	<u>212</u>	<u>172</u>	<u>130</u>	<u>260</u>
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	-	-	-	-	-	-	-	-	-	-
	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>90</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	50	-	2	-	2	-	50	-	104
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	-	2	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER - (CBOC)	-	-	-	50	-	-	50	-	-	100
	<u>2</u>	<u>50</u>	<u>-</u>	<u>54</u>	<u>-</u>	<u>2</u>	<u>50</u>	<u>52</u>	<u>-</u>	<u>210</u>
NET CASH FLOW	8	(40)	10	(44)	10	8	(40)	(42)	10	(120)
CLOSING FUND BALANCE	<u>268</u>	<u>228</u>	<u>238</u>	<u>194</u>	<u>204</u>	<u>212</u>	<u>172</u>	<u>130</u>	<u>140</u>	<u>140</u>

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW- REVOLVING LOAN FUND

(RESTRICTED FUNDS)

(\$ 000's)

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
OPENING FUND BALANCE	87	96	107	118	128	90	102	113	126	87
SOURCES OF FUNDS										
LOAN REPAYMENTS	9	9	9	10	10	10	11	11	11	90
INTEREST INCOME-LOANS	3	3	3	3	3	3	3	3	3	27
INTEREST INCOME- FUND BALANCE	-	-	-	-	-	-	-	-	-	-
	<u>12</u>	<u>12</u>	<u>12</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>14</u>	<u>14</u>	<u>14</u>	<u>117</u>
USE OF FUNDS										
NEW LOANS PROJECTED	-	-	-	-	50	-	-	-	30	80
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	2	-	-	2	-	-	2	-	-	6
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	1	1	1	1	1	1	1	1	1	9
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>3</u>	<u>1</u>	<u>1</u>	<u>3</u>	<u>51</u>	<u>1</u>	<u>3</u>	<u>1</u>	<u>31</u>	<u>95</u>
NET CASH FLOW	9	11	11	10	(38)	12	11	13	(17)	22
CLOSING FUND BALANCE	96	107	118	128	90	102	113	126	109	109


15

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

(\$ 000's)

	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>TOTAL</u>
OPENING FUND BALANCE	<u>11</u>	<u>11</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>15</u>	<u>11</u>
<u>SOURCES OF FUNDS</u>										
FACILITY RENTALS	-	-	-	5	5	-	-	-	-	10
ALL OTHER	-	-	-	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>5</u>	<u>5</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10</u>
<u>USE OF FUNDS</u>										
PERSONNEL SERVICES AND BENEFITS	-	-	-	-	-	-	-	-	-	-
BUILDINGS AND FACILITIES	-	-	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE	-	1	-	-	1	-	-	1	-	3
UTILITIES	-	-	-	-	-	-	-	-	-	-
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-
ALL OTHER	-	-	-	-	2	-	-	1	-	3
	<u>-</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>3</u>	<u>-</u>	<u>-</u>	<u>2</u>	<u>-</u>	<u>6</u>
NET CASH FLOW	-	(1)	-	5	2	-	-	(2)	-	4
CLOSING FUND BALANCE	<u>11</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>15</u>	<u>15</u>	<u>15</u>

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director 
RE: Licenses / ROEs / Easements / Rights of Way
DATE: August 8, 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: IAPP
License: Right of Entry
Location: 100 New Hampshire Avenue
Purpose: For the purpose of parking 70+/- vehicles in connection with a company meeting
Term: June 21, 2022 through June 23, 2022
2. Name: Jalbert Leasing, Inc. d/b/a C & J Bus Lines
License: Right of Entry
Location: 96 Grafton Drive
Purpose: For geotechnical survey purposes
Term: August 1, 2022 through January 25, 2023
3. Name: Town of Newington Police Department
License: Right of Entry
Location: North Apron
Purpose: Emergency Vehicle Driver Training Course
Term: August 8, 2022 and August 9, 2022
4. Name: IAPP
License: Right of Entry
Location: 100 New Hampshire Avenue
Purpose: For the purpose of parking 70+/- vehicles in connection with a company meeting
Term: August 25, 2022

Director Fournier was consulted and granted his consent regarding this Right of Entry.

June 7, 2022

Erik Moulton, Facilities Specialist
International Association of Privacy Professionals
75 Rochester Ave., Suite 4
Portsmouth, NH 03801

**Re: Right of Entry – 100 New Hampshire Ave
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Moulton:

This Right of Entry will authorize the International Association of Privacy Professionals, Inc., members, officers, agents, servants or employees, or others who may be on the property at their invitation or the invitation of any one of them and their agents (collectively the "IAPP") to enter upon the parking lot on **100 New Hampshire Ave** (the "Premises") as shown on Exhibit A from June 21, 2022 through June 23, 2022 for the purpose of parking 70+/- vehicles in connection with a company meeting during the term of the Right of Entry and for no other use without the express written consent of the Pease Development Authority ("PDA"). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate at midnight on June 23, 2022.

This authorization is conditioned upon the following:

1. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of IAPP.
2. IAPP 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.
3. IAPP agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.

Page Two
June 7, 2022

Re: Right of Entry -100 New Hampshire Ave
Pease International Tradeport, Portsmouth, NH

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

5. IAPP and/or any agent or contractor of IAPP providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000.00), naming the Pease Development Authority as additional insured.

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

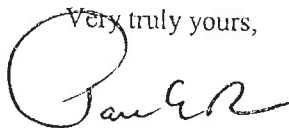
6. IAPP's agreement herein that the Premises will be used on an "as is" condition.

7. IAPP's agreement to leave the Premises in the same or better condition as existed at the time of the event.

8. IAPP's agreement to be responsible for snow removal during the term of this Right of Entry if required.

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

Very truly yours,



Paul E. Brean
Executive Director

PEB/rao

Page Three
June 7, 2022

Re: **Right of Entry – 100 New Hampshire Ave
Pease International Tradeport, Portsmouth, NH**

Agreed and accepted this 7th day of June, 2022

**INTERNATIONAL ASSOCIATION OF
PRIVACY PROFESSIONALS**

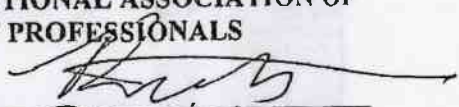
By: 
Print Name: Rita Hermes
Print Title: General Counsel

EXHIBIT "A"

PREMISES

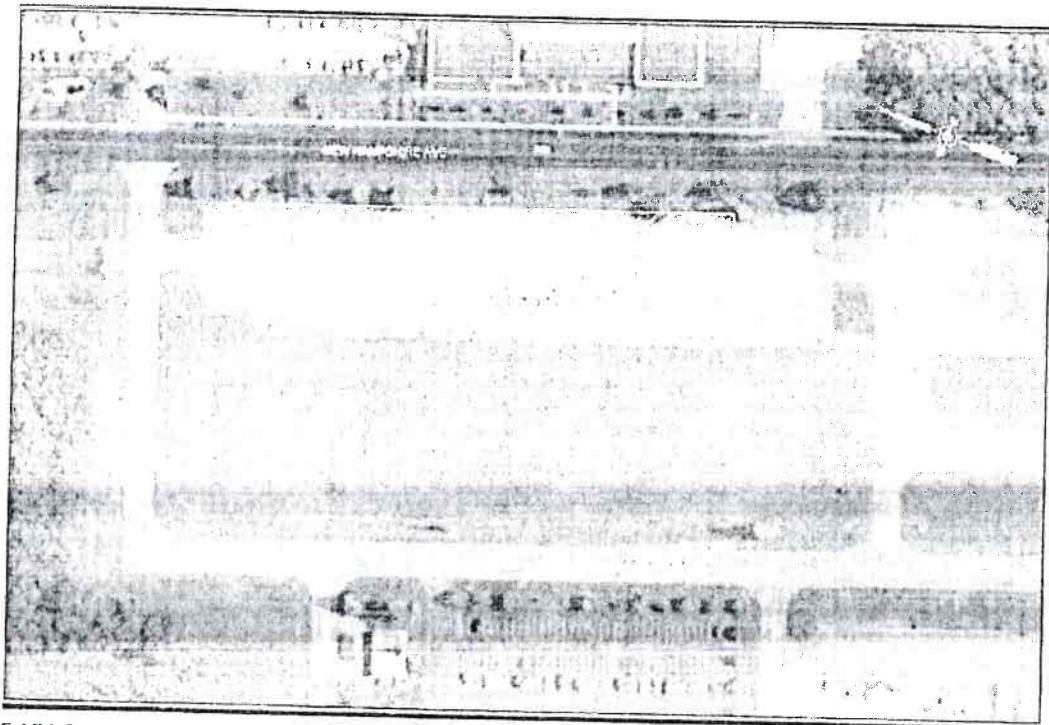

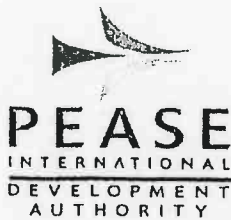


Exhibit Depicting ROE at 100 New Hampshire Ave

DESIGNED BY: MCM DATE: 6/2011 SCALE: 1"=100'

 PEASE DEVELOPMENT AUTHORITY

33 INTERNATIONAL DRIVE, PORTSMOUTH, NH 02871



August 4, 2022

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

**Re: Right of Entry — 96 Grafton Drive
Pease International Tradeport, Portsmouth, NH**

To Whom It May Concern:

This letter will authorize Jalbert Leasing, Inc. d/b/a C & J Bus Lines ("C&J") and/or its agents and contractors to enter upon the premises shown in the attached Exhibit A (the "Premises") for the period beginning retroactively from August 1, 2022 through January 25, 2023 for site review and survey purposes. Such review and survey may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other inspection or evaluation of the Premises you deem necessary. C&J may cut and remove limited areas of brush in order to assist with the mapping of wetlands and performance of soil borings. This Right of Entry will expire at the close of business on January 25, 2023, unless otherwise extended by written agreement of C&J and Pease Development Authority.

This authorization is conditioned upon the following:

1. C&J providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, or summary with respect to conditions found at the Premises;
2. C&J's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all 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. C&J expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of C&J's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. C&J further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of C&J's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

TAKING YOU THERE

Phone 603 433 6088 Fax 603 427 0433 www.peasedevelopment.com

A handwritten signature in black ink, appearing to be "Jalbert", is located in the bottom right corner of the page.

Page Two

August 4, 2022

Re: **Right of Entry — 96 Grafton Drive
Pease International Tradeport, Portsmouth, NH**

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

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

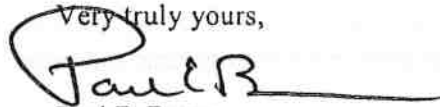
5. C&J's agreement to restore said premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

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

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

Please indicate by your signature below C&J'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 9 day of August, 2022.

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

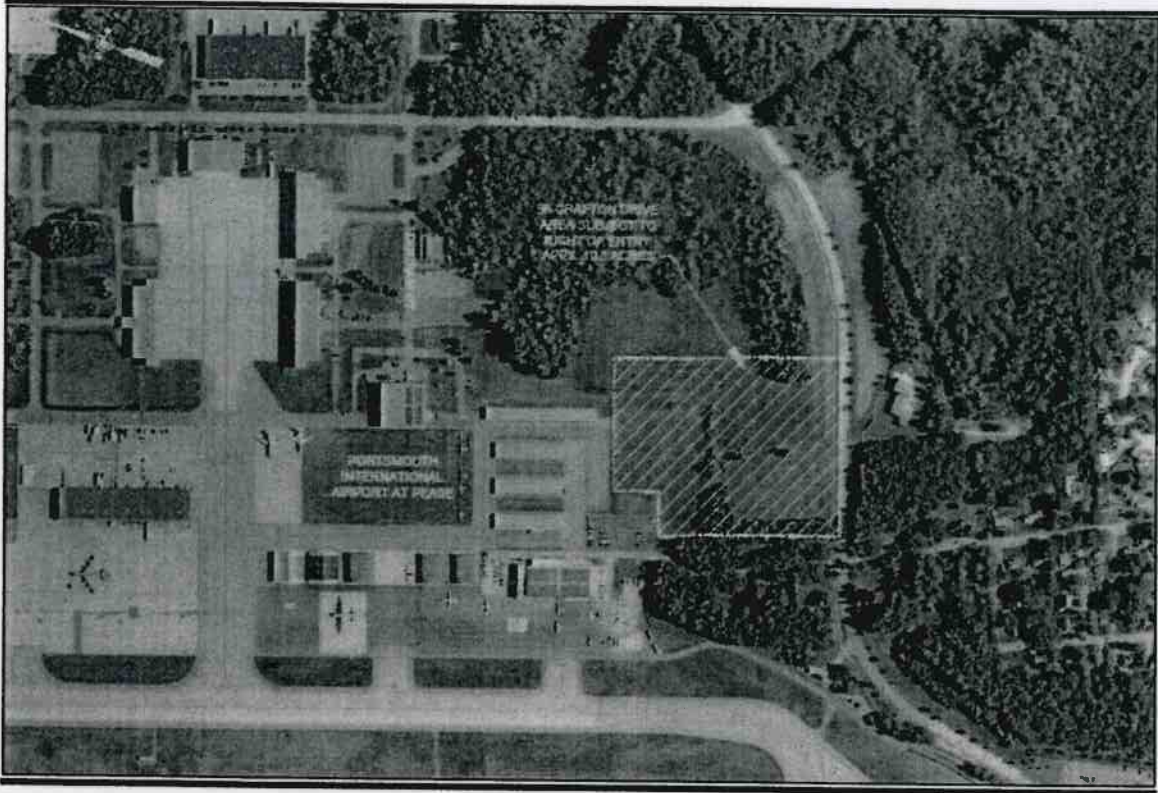
By 

Print Name: Jamie Lesniak
Its Duly Authorized: Vice President

Page Three
August 4, 2022

Re: **Right of Entry — 96 Grafton Drive
Pease International Tradeport, Portsmouth, NH**

**EXHIBIT "A"
PREMISES**



Right of Entry

DESIGNED BY: MRM DATE: 8/1/22 SCALE: 1"=400'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 02801

August 4, 2022

Newington Police Department
71 Fox Point Rd.
Newington, NH 03801
Attn: Jessica Auger

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

Dear Officer Auger:

This Right of Entry will authorize the Town of Newington Police Department (“TONPD”) to enter upon a portion of the above referenced Premises as shown on the attached **Exhibit A** for the purpose of conducting, at its sole risk, an emergency vehicle operator’s driver training course and for no other use without the express written consent of the Pease Development Authority (“PDA”). This Right of Entry shall be valid from August 8, 2022 through August 9, 2022 provided that TONPD has completed the Airport Security Identification Display Area (“SIDA”) requirements as outlined in Paragraph 10. This Right of Entry shall terminate on August 9, 2022 (the “Term”).

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

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

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

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

Page Two

August 4, 2022

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

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

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

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

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

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

Page Three
August 4, 2022

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

Each such policy or certificate therefor issued by the insurer shall contain: i) to the extent obtainable, an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Pease Development Authority; (ii) provide that the insurer shall have no right of subrogation against Pease Development Authority; and (iii) a provision that any liability coverage required to be carried by TONPD shall be primary and non-contributory with respect to any liability coverage carried by the Pease Development Authority.

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

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

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

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

Sincerely,



Paul E. Brean
Executive Director

Page Four

August 4, 2022

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

Agreed and accepted this 5th day of August, 2022

Newington Police Department

By: Jessica Auger

Duly Authorized

Print Name: Jessica Auger

Title: Patrolman / Driving Instructor

cc: Anthony I Blenkinsop, Deputy Director / General Counsel
Andrew Pomeroy, Manager, Aviation Planning and Regulatory Compliance

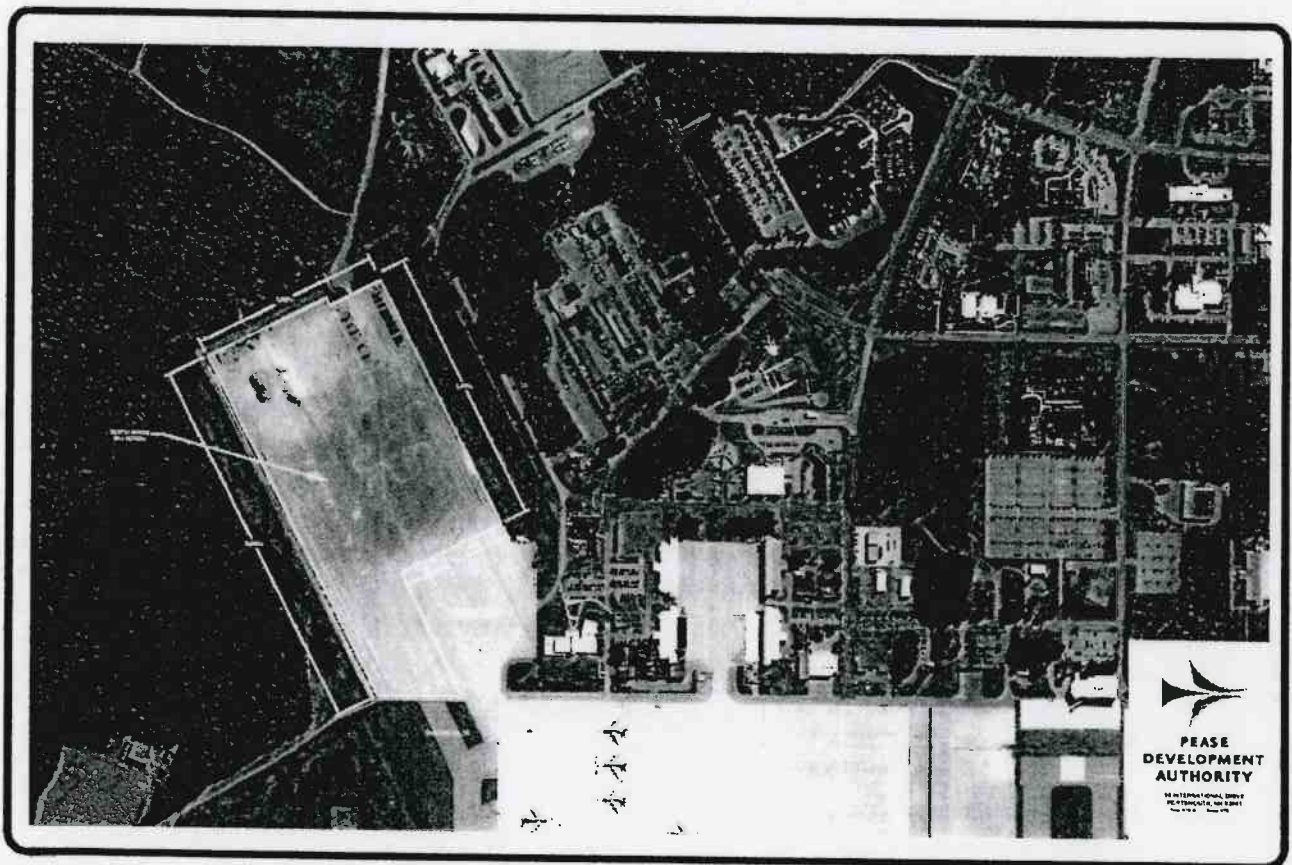
Page Five

August 4, 2022

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

EXHIBIT A

PREMISES





August 9, 2022

Erik Moulton, Facilities Specialist
International Association of Privacy Professionals
75 Rochester Ave., Suite 4
Portsmouth, NH 03801

**Re: Right of Entry – 100 New Hampshire Ave
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Moulton:

This Right of Entry will authorize the International Association of Privacy Professionals, Inc., members, officers, agents, servants or employees, or others who may be on the property at their invitation or the invitation of any one of them and their agents (collectively the "IAPP") to enter upon the parking lot on **100 New Hampshire Ave** (the "Premises") as shown on **Exhibit A** for August 25, 2022 for the purpose of parking 70+/- vehicles in connection with a company meeting during the term of the Right of Entry and for no other use without the express written consent of the Pease Development Authority ("PDA"). The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate at end of day on August 25, 2022.

This authorization is conditioned upon the following:

1. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of IAPP.
2. IAPP 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.
3. IAPP agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.

TAKING YOU THERE

Phone: 603.433.6088 Fax 603.427.0433 www.peasedev.org

Page Two

August 9, 2022

Re: Right of Entry -100 New Hampshire Ave
Pease International Tradeport, Portsmouth, NH

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

5. IAPP, and any agent or contractor of IAPP on the premises providing to the Pease Development Authority satisfactory evidence of comprehensive general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000.00), naming the Pease Development Authority as additional insured.

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

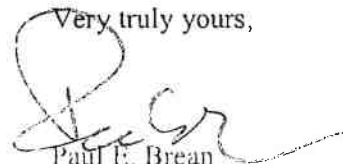
6. IAPP's agreement herein that the Premises will be used on an "as is" condition.

7. IAPP's agreement to leave the Premises in the same or better condition as existed at the time of the event.

8. IAPP's agreement to be responsible for snow removal during the term of this Right of Entry, if required.

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

Very truly yours,



Paul E. Brean
Executive Director


PEB/rao

Page Three
August 9, 2022

Re: **Right of Entry – 100 New Hampshire Ave
Pease International Tradeport, Portsmouth, NH**

Agreed and accepted this 9th day of August, 2022

**INTERNATIONAL ASSOCIATION OF
PRIVACY PROFESSIONALS**

By: 
Print Name: Rita Hermet
Print Title: General Counsel

Page Three
August 9, 2022

Re: **Right of Entry – 100 New Hampshire Ave**
Pease International Tradeport, Portsmouth, NH

EXHIBIT "A"

PREMISES

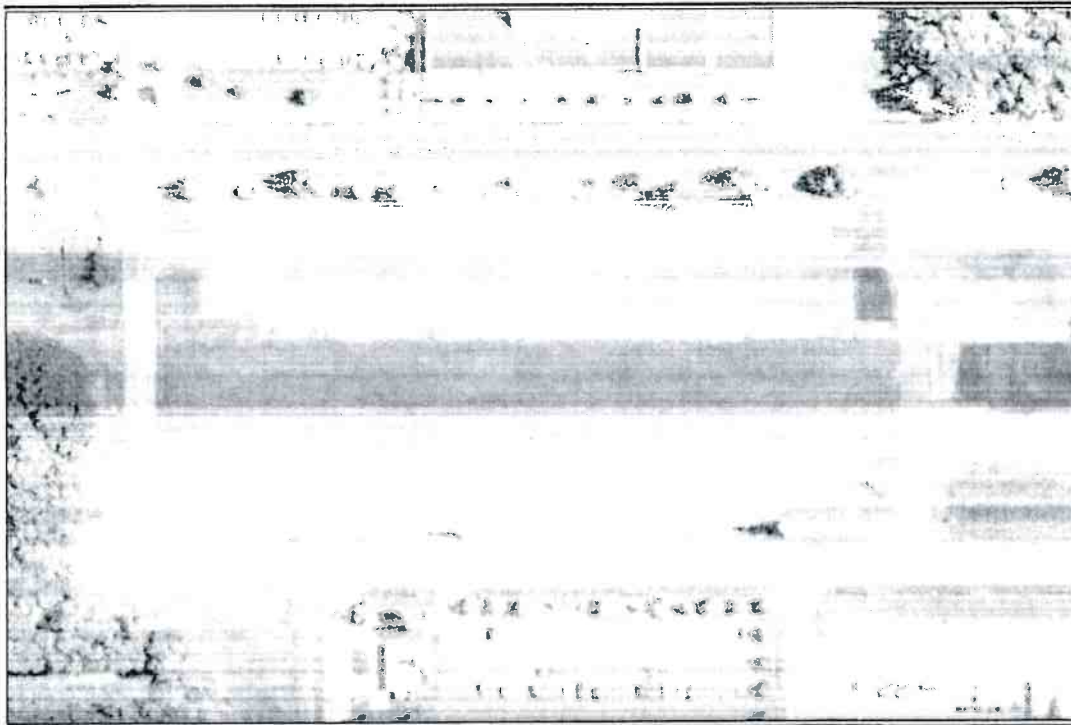


Exhibit Depicting ROE at 100 New Hampshire Ave

DESIGNED BY: MRM DATE: 6/8/22 SCALE: 1"=120'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MOTION

Director Lamson:

The Pease Development Authority Board of Directors approves of and consents to an additional three (3) month extension, through October 31, 2022, of the Right of Entry ("ROE") issued to Wood Environment & Infrastructure Solutions, Inc. for use of the premises at 35 Airline Avenue; all in accordance with a letter from Paul E. Brean, Executive Director, dated July 22, 2022, attached hereto.

N:\RESOLVES\2022\Wood Environment - ROE Extension (8-18-2022).docx

July 22, 2022

VIA Email: joe.malone@woodplc.com

Kathy Gross, Project Administrator
Wood Environment & Infrastructure Solutions, Inc.
511 Congress Street
Portland, ME 04101

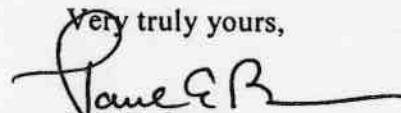
**Re: Right of Entry Extension - 35 Airline Avenue
Pease International Tradeport, Portsmouth, NH**

Dear Ms. Gross:

This letter will grant to Wood Environmental & Infrastructure Solutions, Inc. ("WEIS") and/or its agents and contractors a three (3) month extension, to October 31, 2022, of its Right of Entry ("ROE") to enter 35 Airline Avenue, and the surrounding designated premises. This ROE may require approval by the PDA Board at its August 18, 2022 meeting, failing which the ROE would immediately expire. Please note, via this extension there has been a slight modification to the exhibit and an updated Exhibit A is attached hereto and incorporated into the ROE. All other terms and conditions set forth in the ROE dated August 9, 2021, shall remain in full force and effect.

Please indicate, by your signature below, WEIS'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

TAKING YOU THERE

Phone 603.433.6088 Fax 603.427.0433 www.peasedev.org

Page Two
July 22, 2022

Re: Right of Entry Extension - 35 Airline Avenue
Pease International Tradeport, Portsmouth, NH

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

**Wood Environment & Infrastructure
Solutions, Inc.**

By: Joe Malone
Print Name: Joe Malone
Its Duly Authorized: Real Estate Manager

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel
Jared Sheehan, Environmental Compliance Coordinator

Page Three
July 22, 2022

RE: Right of Entry Extension - 35 Airline Avenue
Pease International Tradeport, Portsmouth, NH 03801

EXHIBIT "A"
PREMISES



35 Airline Avenue Right of Entry

DESIGNED BY: NIRM

DATE: 1/10/22


SCALE: 1"=200'

PEASE DEVELOPMENT AUTHORITY



65 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director 
RE: Lease Reports
DATE: August 8, 2022

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

1. Tenant: RWW Home & Community Rehab Services, Inc.
Space: 14 Manchester Square (Suite #150)
Use: Retail Service use which must conform to the retail service complex uses authorized by the PDA
Term: Three (3) years and one month beginning the earliest of the date upon which the NH Secretary of State issues a Certificate of Good Standing for the Sublessee or July 1, 2022, with such date to be memorialized with a commencement letter executed by the parties with one, three (3) year option to extend
2. Tenant: Pan Am Group, LLC
Space: 30 International Drive (Suite #102)
Use: Professional office and related uses
Term: Five (5) years which shall commence on July 1, 2022
3. Tenant: Waterstone Mortgage Corporation
Space: 100 International Drive (Suite #355)
Use: Office and related uses
Term: Three (3) years
4. Tenant: Lonza
Space: 68 New Hampshire Avenue
Use: General Office, research and development, laboratory and such ancillary uses
Term: Eleven (11) years with two additional terms of five (5) years each if available under the ground 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 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: August 8, 2022
Re: Sublease between NH Avenue Retail Center, LLC and RWW Home and Community Rehab Services, 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 NH Avenue Retail Center, LLC ("NH Avenue") and RWW Home and Community Rehab Services, Inc. ("**RWW**") for **948 square feet at 14 Manchester Square (Suite #150)** with a **base term of three (3) years** with one (1) three (3) year option to renew. **RWW** will use the premises for general office and related uses.

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

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

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

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

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

NOTICE OF CONSENT

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

RECITALS

A. The Parties entered into a Lease for 14 Manchester Square at Pease International Tradeport on June 28, 2004 (the "Lease").

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

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

C. Lessee has requested authorization to sublease 948 square feet (Suite # 150) within the Leased Premises to RWW Home & Community Rehab Services, Inc. ("RWW"), qualified to do business in the state of New Hampshire.

D. The proposed sublease to RWW is for office and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with PFA, for approximately 948 square feet within the Leased Premises.
2. Upon execution of the sublease with PFA, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for RWW.
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 20 day of June, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

NH AVENUE RETAIL CENTER, LLC

8-14-22
Date

By: 
Its: Com Manager

EXHIBIT A

SUBLEASE

THIS AGREEMENT

IS MADE

BETWEEN

AS

LESSOR

AND

THE COMPANY & COMMUNITY CENTER, INC.

AS

TENANT

IN WASHINGTON STATE

THIS AGREEMENT

IS MADE THIS _____ DAY OF _____

_____ 200__

SUBLEASE

BETWEEN

NH AVENUE RETAIL CENTER, LLC

AS
"SUBLESSOR"

AND

RWW HOME & COMMUNITY REHAB SERVICES, INC.

AS
"SUBLESSEE"

14 MANCHESTER SQUARE

SUITE #150

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF MAY 17, 2022

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: August 8, 2022
Re: Sublease between 30 International Drive, LLC and Pan Am Group, LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between 30 International Drive, LLC ("30 International") and **Pan Am Group, LLC** ("Pan Am") for **2,395 square feet** for a period of **five (5) years**, commencing July 1, 2022. Pan Am will use the premises for professional office and related uses.

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

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

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

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

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

NOTICE OF CONSENT

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

RECITALS

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

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

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

C. Lessee has requested authorization to sublease approximately 2,395 square feet on the first floor within the Leased Premises at 30 International Drive (Suite 102) to Pan Am Group, LLC ("Pan Am"), a limited liability company.

D. The proposed sublease to Pan Am is for professional office and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Pan Am for approximately 2,395 square feet within the Leased Premises.

2. Upon execution of the sublease with Pan Am, 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 Pan Am.

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 14th day of July, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

30 INTERNATIONAL DRIVE, LLC

7/14/22
Date

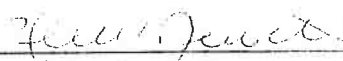
By: 
Its: Manager

EXHIBIT "A"

SUBLEASED PREMISES

SUBLEASE

between

30 INTERNATIONAL DRIVE, LLC

as

LESSOR

and

PAN AM GROUP, LLC

as

SUBLESEE

Office Space

at

30 International Drive

Verona International Township
Borough, New Jersey

SUBLEASE

between

30 INTERNATIONAL DRIVE, LLC

as

"SUBLESSOR"

And

PAN AM GROUP, LLC

As


"SUBLESSEE"

Office Space

at

30 International Drive
Pease International Tradeport
Portsmouth, New Hampshire

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: August 8, 2022
Re: Sublease between 100 International, LLC and Waterstone Mortgage Corporation

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

- A. Tenant: Waterstone Mortgage Corporation
Space: 1,858 square feet at 100 International Drive (Suite #355)
Use: Office and Related Use
Term: Three (3) Years

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

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

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

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

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

NOTICE OF CONSENT

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

RECITALS

A. The Parties entered into a Lease for 100 International Drive at Pease International Tradeport on September 1, 2002 (the "Lease").

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

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

C. Lessee has requested authorization to sublease approximately 1,858 square feet within the Leased Premises at 100 International Drive (Suite #355), Waterstone Mortgage Corporation ("Sublessee"), existing under the laws of the State of New Hampshire.

D. The proposed sublease to Sublessee is for office use and related uses. The term is three years (3) years.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Sublessee for approximately 1,858 square feet within the Leased Premises.

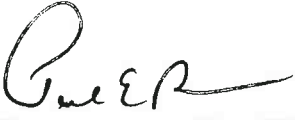
2. Upon execution of the sublease with Sublessee, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for Sublessee.

3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 25th day of July, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

100 INTERNATIONAL, LLC

7.19.22
Date


By: 
Its: C-Manager

EXHIBIT A
SUBLEASED PREMISES

SHIRAZ

IRAN

THE INTERNATIONAL TRAVEL

AS

AGENT

AND

WATERSTONE MULTISERVICES CORPORATION

AS

"SUBLESSEE"

THE INTERNATIONAL TRAVEL

SHIRAZ

IRAN, NEW HANDBOOK

DATED AS OF 1991

5

SUBLEASE

BETWEEN

100 INTERNATIONAL, LLC

AS
"SUBLESSOR"

AND

WATERSTONE MORTGAGE CORPORATION

AS
"SUBLESSEE"


100 INTERNATIONAL DRIVE

SUITE #355

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ~~MARCH~~ ^{April} 5, 2022

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: August 8, 2022
Re: Sublease between Kanerd Development LLC and Lonza Biologics, 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 **68 New Hampshire Ave LLC ("68 NH")** and **Lonza Biologics, Inc. ("Lonza")** at **68 New Hampshire Avenue**. The sublease is for a term of eleven (11) years, containing two (2) additional terms of five (5) years each subject to available years under the ground lease. Lonza will use the Subleased Premises for general offices, research and development, laboratory and such ancillary uses as permitted under the Ground Lease.

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

Conditions one through three have been met. As to condition four, PDA relies on **68 NH** continued primary liability for payment of rent and other obligations pursuant to the PDA/68 NH Lease.

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

P:\KANERD\68 NH Ave LLC\Board\Lonza Board mem 08-18-22.docx

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") dated ~~July~~ ^{Aug.} 2, 2022 is given by the PEASE DEVELOPMENT AUTHORITY ("Sublessor") to 68 NEW HAMPSHIRE AVE LLC ("Sublessee"). Sublessor and Sublessee may be referred to jointly as the "Parties".

RECITALS

A. Sublessor and Sublessee are parties to a Lease Agreement, as amended, regarding 68 New Hampshire Avenue, pursuant to an Assignment and Assumption of Sublease dated December 21, 2021 (the "Leased Premises").

B. Section 19.3 of the Sublease states that Sublessor shall not unreasonably withhold its consent to sub-sublease the Leased Premises if:

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

C. Sublessee has requested authorization to sublease the Leased Premises at 68 New Hampshire Avenue to Lonza Biologics, Inc. ("Lonza") a Delaware corporation.

D. The proposed sublease to Lonza is for use general office, research and development, laboratory and such ancillary uses as permitted under the Ground Lease. The term is for eleven (11) years with two (2) additional terms of five (5) years each, if such term is available under the Sublease between the parties.

TERMS AND CONDITIONS


1. Sublessor hereby consents to the sublease attached hereto as Exhibit A, with Lonza for the 68 New Hampshire Avenue.

2. At Sublessor's request, Sublessee shall provide Sublessor with copies of all required insurance certificates and a certificate of good standing from the jurisdiction in which Lonza is organized.

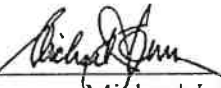
3. Sublessee hereby agrees and affirms that it shall remain primarily liable to Sublessor to pay rent and to perform all other obligations to be performed by Sublessee under the original Sublease.

IN WITNESS WHEREOF, this Notice of Consent is duly executed and delivered as of the day and year first above written.

~~Pease Development Authority~~

By: 
Paul E. Brean
Its Executive Director, duly authorized

68 New Hampshire LLC
a New Hampshire limited liability company

By: 
Michael J. Kane
Title: Member, Duly Authorized

TRIPLE NET OFFICE LEASE AGREEMENT

BASIC LEASE INFORMATION

LANDLORD: 68 NEW HAMPSHIRE AVE LLC

TENANT: LONZA BIOLOGICS, INC.

LEASE REFERENCE DATE: July 26, 2022

TENANT NOTICE ADDRESS: 101 International Drive
Portsmouth, New Hampshire 03801
Attention: Site Head

PREMISES: The land more particularly described on Exhibit A attached hereto (the "Land"), together with the Building (as defined below) and all other improvements located thereon

BUILDING: The building consisting of approximately Eighteen Thousand Five Hundred Twenty-Five (18,525) rentable square feet located at 68 New Hampshire Avenue, Pease International Tradeport (the "Tradeport") Portsmouth, New Hampshire, as more particularly shown on Exhibit A-1 attached hereto

LEASE COMMENCEMENT DATE: The earlier to occur of: (i) the date Tenant first occupies and conducts business in any portion of the Premises; (ii) the date upon which the Premises are Substantially Complete; or (iii) the date upon which the Premises would have been Substantially Complete in the absence of Tenant Delay Days (as such terms are defined in the Work Letter attached as Exhibit B hereto). The exact Lease Commencement Date shall be confirmed by the parties' entry into a mutually agreeable confirmation agreement promptly following the Lease Commencement Date. In the event the parties fail to execute a confirmation agreement, such failure shall not impair this Lease or the parties' rights or obligations hereunder. The period of time between the Lease Reference Date and the Lease Commencement Date shall be used to complete the Tenant Improvements as outlined in the Work Letter.


RENT COMMENCEMENT DATE: The Lease Commencement Date

LEASE EXPIRATION DATE: 11:59 p.m. on the last day of the eleventh (11th) Lease Year

BASE TERM: Approximately eleven (11) years, commencing on the Lease Commencement Date and ending on the Lease Expiration Date

EXTENSION TERMS: Two (2) additional terms of five (5) years each. Tenant to provide Landlord with a minimum of twelve (12) months

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director 
RE: Contract Reports
DATE: August 8, 2022

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

1. Project Name: OAG Aviation Worldwide LLC
Board Authority: In accordance with the authorization provided by the Board of Directors at its meeting on August 19, 2021
Summary: Exercise the first of its two, one year options to July 31, 2023 regarding the Terminal Flight Information Display System Boards at PSM
2. Project Name: Martineau Electric, Inc.
Board Authority: In accordance with the authorization provided by the Board of Directors at its meeting on June 21, 2018
Summary: Exercise the last of its one year option to extend through June 30, 2023.
3. Project Name: Vogel Vending, Inc.
Board Authority: In accordance with the authorization provided by the Board of Directors at its meeting on June 21, 2018 and its subsequent Addendum No. 1 effective September 1, 2021
Summary: Exercise the last of its one year option to extend through August 31, 2023
4. Project Name: Stanley Elevator Co., Inc.
Board Authority: In accordance with the authorization provided by the Board of Directors at its meeting on August 16, 2018
Summary: Exercise the last of its one year option to extend through August 31, 2023

June 27, 2022

VIA EMAIL


Justin Lenzer
Account Executive, Airports
OAG Aviation Worldwide, LLC
Justin.lenzer@oag.com

Re: OAG License Agreement for FIDS Display at Portsmouth International Airport at Pease

Dear Mr. Lenzer:

In accordance with the Agreement for OAG Aviation Worldwide LLC, ("OAG"), the Pease Development Authority is exercising the first of its two, one year options to extend the Agreement effective August 1, 2022, on the same terms and conditions and subject to the option year 1 cost set forth in the Agreement. As such, the Agreement will now expire on July 31, 2023, unless otherwise extended.

Sincerely,



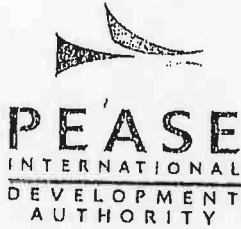
Paul E. Brean
Executive Director

Acknowledged this 29th day of June, 2022.

OAG Aviation Worldwide, LLC

By: Jodie Novotny

Print Name & Title: Jodie Novotny - Vice President of Sales, Americas



55 International Drive, Portsmouth NH 03801

June 29, 2022

VIA EMAIL

John DeMatteo
Martineau Electric, Inc.
165 Industrial Park Dr.
Dover, NH 03820
j.dematteo@martineauelectric.com

Re: Martineau Electric - Agreement for On-Call Electrical Maintenance Service

Dear Mr. DeMatteo:

In accordance with the Agreement for Martineau Electric, Inc., the Pease Development Authority is exercising the last of its one year options to extend the Agreement effective July 1, 2022, on the same terms and conditions. As such, the Agreement will now expire on June 30, 2023, unless otherwise terminated. Kindly countersign this letter below and return it to me at your earliest convenience.

Sincerely,


Paul E. Breaux
Executive Director

Acknowledged this 6th day of July, 2022

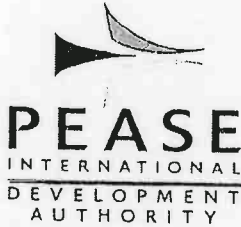
Martineau Electric, Inc.

By: 

Print Name & Title: CEO/President

OOOO TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org



55 International Drive, Portsmouth NH 03801

July 6, 2022

VIA EMAIL

Franz Eberth
Vogel Vending, Inc.
322 Main Street
Everett, MA 02149
feberth@vogelvending.com

Re: Vogel Vending, Inc. – ATM Machines

Dear Mr. Eberth:

In accordance with the terms of the Pease Development Authority's Agreement, as amended, with Vogel Vending, Inc., regarding the provision of ATM Machines, the Pease Development Authority is exercising the last of its one year options to extend the Agreement, effective September 1, 2022, on the same terms and conditions. As such, the Agreement will now expire on August 31, 2023, unless otherwise terminated. Kindly countersign this letter below and return it to me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul E. Brean", written over a horizontal line.

Paul E. Brean
Executive Director

Acknowledged this 15th day of JULY, 2022

Vogel Vending, Inc.

By: Franz Eberth

Print Name & Title: Franz Eberth General Manager

OOOO TAKING YOU THERE

Phone: 603.433.6088 Fax 603.427.0433 www.peasedev.org

July 7, 2022

VIA EMAIL

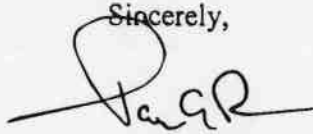
Michael Sugrue
Stanley Elevator Company, Inc.
9 Henry Clay Drive
Merrimack, NH 03054
msugrue@stanleyelevator.com

Re: Stanley Elevator Company, Inc. – Elevator Service & Repair

Dear Mr. Sugrue:

In accordance with the terms of the Pease Development Authority's Agreement with Stanley Elevator Company, Inc., regarding the provision of elevator service, repair, installation and modernization, the Pease Development Authority is exercising the last of its one year options to extend the Agreement, effective August 31, 2022, on the same terms and conditions. As such, the Agreement will now expire on August 31, 2023, unless otherwise terminated. Kindly countersign this letter below and return it to me at your earliest convenience.

Sincerely,



Paul E. Brean
Executive Director

Acknowledged this 14 day of July, 2022

Stanley Elevator Company, Inc.

By: Michael P Sugrue

Print Name & Title: Michael P Sugrue — Sales

MOTION

Director Levesque:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to approve a 4% (four percent) price increase to the contract with Compass Facility Services, retroactive to July 1, 2022, for the purpose of providing janitorial services to PDA facilities (Division of Ports and Harbors Market Street Facility, Portsmouth International Airport at Pease, Pease Golf Course and the PDA Corporate Offices); all in accordance with the memorandum of Chasen Congreves, Manager of Airport Administration, dated August 2, 2022, attached hereto.

N:\RESOLVES\2022\Janitorial Services Cost Increase- 08-18-22.docx

Memo

To: Paul E. Brean, Executive Director *PEB*
From: Chasen Congreves, Manager of Airport Administration *CGC*
Date: 8/2/2022
Re: Compass Contract Option Change

The Pease Development Authority (“PDA”) and Division of Ports and Harbors (“DPH”) entered into a contract with Compass Cleaning Services (“Compass”) in July of 2019 for janitorial services at all facilities under the purview of the PDA and DPH. Since 2020, and the onset of the pandemic, the locations requiring cleaning services have been expanded. Specifically, the terminal expansion, relocation of the badging office to 55 International Drive, and increased frequency of scheduled commercial flights at the Airport Terminal, have led to increased responsibilities and cleaning hours provided by Compass.

In addition, Compass has undergone extensive training to meet Transportation Security Administration (“TSA”) and Federal Aviation Administration (“FAA”) regulations, while also satisfying PDA expectations in the performance of its cleaning work throughout the PDA and DPH facilities.

Effective July 1, 2022, PDA exercised the final option of its contract with Compass. As a result of the ongoing labor shortage and impacts of inflation, Compass informed the PDA of the need to increase its contractual cost by 4%, stating that its employee wages were increased by 16% to retain employees. Understanding the parties’ contract specifically provides the PDA the discretion to exercise the option, PDA recognizes Compass would likely fail in its primary duties under the contract without adequately trained staff. Should Compass be unable to meet its contractual obligations due to staffing issues and current economic pressures, PDA would likely experience extreme hardship obtaining and undertaking a new cleaning contract and outfitting a new janitorial service, which would likely result in a price increase for services well beyond the 4% referenced above. With the foregoing in mind, staff finds the proposed fee increase request reasonable in light of current circumstances.

At the August 18, 2022, PDA Board of Director’s meeting, please request authority from the Board to approve an increase of 4% to the current listed contract price within the Compass Cleaning Contract for janitorial services, retroactively to July 1, 2022.

P:\BOARDMTG\2022\Janitorial Services - Increase to Compass Contract 8-18-22.docx

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Alliance Group Inc., in an amount not to exceed \$53,250.00, for the replacement of CPVC Piping at the Pease Golf Course Clubhouse; and further authorizes a ten (10) percent project contingency, with any contingency expenditures requiring the approval of the Executive Director; all in accordance with the memorandum from Scott DeVito, PGA General Manager, dated August 5, 2022, attached hereto.

N:\RESOLVES\2020\Golf - Plumbing 8-18-22.docx

MEMORANDUM

To: Paul Brean, Executive Director *PB*

From: Scott DeVito, PGA General Manager *SD*

Date: August 5, 2022

Subject: Request to replace CPVC Piping at the Pease Golf Course Clubhouse

This is a request for approval to enter into an agreement with Alliance Group Inc. of 1494 Route 3A, Suite 11, Bow, N.H. 03304 for replacement of the CPVC piping at the Pease Golf Course Clubhouse.

Since the clubhouse opened in 2010 there have been periodic breaks of the CPVC piping in the clubhouse cart storage area. Repair and replacement issues were minor and addressed by both the Golf Course maintenance and PDA maintenance staffs. In the fall of 2021 and spring of 2022, multiple breaks occurred resulting in damage to large portions of the cart storage ceiling, the insulation layer, and other equipment stored in this area. PDA Engineer Mike Mates reviewed the original CPVC piping plan and noted runs of the failing pipe feeding both restrooms and the kitchen area, all located above the ceiling in the upper level of the clubhouse. After discussions with senior staff it was determined that replacement of the piping would need to take place. The PDA Engineering Department prepared a bid packet for the project which was advertised in early July 2022. One qualified bid was submitted by Alliance Group Inc. on Friday, August 5, 2022 in the amount of \$53,250.00. Per the bid document, the work would be scheduled to begin shortly after approval and be completed by November 30, 2022. The cart storage area work would be completed during normal business hours while the golf carts are being used for daily play. The replacement of the insulation layer and ceiling repairs will be done by PDA maintenance staff. The majority of work in the upper level will take place after normal business hours to limit the down time of operations at Grill 28.

At the August 18, 2022, PDA Board of Directors' meeting, please seek approval to complete negotiations and enter into an agreement with Alliance Group Inc. in an amount not to exceed of \$53,250.00, with a 10% project contingency.

Thank you for your consideration.

MOTION

Director Parker:

The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a contract with Wildcat Sports Properties, LLC for athletic department sponsorship opportunities at the University of New Hampshire, from August 31, 2022 through June 30, 2023, for a sponsorship fee of \$30,500.00; all in accordance with the memorandum from Paul E. Brean, Executive Director, dated August 8, 2022, attached hereto.

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: Paul E. Brean, Executive Director *peb*

RE: UNH Athletic Sponsorship Agreement

DATE: August 8, 2022

Pease Development Authority (“PDA”) budgets \$100,500 annually for air service development. To date, PDA has expended \$2,600 of that amount. Over the past several years Portsmouth International Airport at Pease (PSM) has forged a marketing collaboration with UNH through its Athletic Department. PSM would like to enter into a formal marketing agreement allowing distinct advertising of PSM’s air services at UNH athletic events. Airport demographics has identified UNH (alumni, faculty and student body) as a potential customer base for Allegiant Airlines.

Therefore, PDA proposes it enter into a sponsorship agreement with the University of New Hampshire and its Athletic Department, through Wildcat Sports Properties, LLC, to market Pease Development Authority / Portsmouth International Airport at Pease (PSM). By entering into a sponsorship agreement, PDA would enhance public awareness of PSM and PDA facilities at specific athletic events at UNH from August 31, 2022 through June 30, 2023.

At your meeting on August 18, 2022, please provide authorization to enter into a Marketing and Sponsorship Agreement with Wildcat Sports Properties, LLC, in the amount of \$30,500, consistent with the terms and conditions set forth in the attached agreement.

attachment

Sponsor #: KR111249
Contract #: 237-238795
Date: August 31, 2022

Sponsor:
Portsmouth International Airport | Pease Development Authority
Attn: Paul Brean
36 Airline Avenue
Portsmouth, NH 03801

Bill To:
Portsmouth International Airport | Pease Development Authority
Attn: Melanie Walsh
36 Airline Avenue
Portsmouth, New Hampshire 03801

This Marketing and Sponsorship Agreement (“Agreement”), effective as of the date set forth above, between Sponsor and WILDCAT SPORTS PROPERTIES, LLC (“Provider”), relates to sponsorship opportunities and specific inventory items at University of New Hampshire, solely with respect to its athletics department (“University”). Provider, University’s designated multi-media rights holder, appreciates Sponsor’s commitment to support and sponsor University. The parties agree as follows:

Benefits: Each Contract Year (as defined below) during the Term (as defined below), Provider will provide Sponsor the benefits described on Exhibit A (“Benefits”).

Term: 08/31/2022 through 06/30/2023

Sponsorship Fee:

<u>Contract Year</u>	<u>Cash Amount</u>
2022-2023	\$30,500.00

Additional Provisions:

1. No agency commission(s) or fee(s) are included in the above Cash Amount(s). Sponsor is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.
2. “Contract Year” means July 1 through June 30 each year during the Term.
3. This Agreement is governed by the additional Terms and Conditions set forth on Exhibit B.

INSTALLMENT BILLING SCHEDULE

<u>Invoice Date</u>	<u>Invoice Amount</u>
9/1/2022	\$30,500.00

Sponsor shall submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until Provider directs otherwise: WILDCAT SPORTS PROPERTIES, LLC, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If Sponsor pays by wire or funds transfer, then Sponsor shall request applicable account information from either Provider’s chief financial officer or accounting department. With respect to processing Sponsor’s payment(s) hereunder, Provider will not engage with any third-party payment processor (e.g., Ariba, PayModeX).

*Terms: Due Net Ten (10) Days
Checks made payable to WILDCAT SPORTS PROPERTIES, LLC*

AGREED AND ACCEPTED:

Portsmouth International Airport | Pease Development Authority

WILDCAT SPORTS PROPERTIES, LLC

By: _____

By: _____

Name: _____

Name: Demi Kneeland

Title: _____

Title: General Manager

Date: _____

Date: 08/03/2022

*Thank you for your business!
For billing inquiries, please contact Provider's Office of Accounts Receivable at (336) 831-0737.*

Exhibit A

Benefits

<u>Provider</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Wildcat Sports Properties, LLC	Fan365	Digital	Fall Fan365 Geo & Demo Display Banner Description: Fan365 for season long digital display media campaign targeting school fans in the local geography. Demographic targeting can be layered on optionally. 1,000,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions, clicks, and website visits via pixel.	1	Season
Wildcat Sports Properties, LLC	Football	Signage	End Zone A-Frame Description: 3' x 8' A-Frame end zone sign at Cowell Stadium	2	Season
Wildcat Sports Properties, LLC	Football	Signage	Videoboard Feature Description: Videoboard feature(s) during all regular season Football home games Note: "Say Pease Sweepstakes" to include: - "Say PEASE!" photo frame around a picture of the winner - Outro slide with QR code to encourage fans to enter to win - Tag PEASE International and Allegiant Air in accompanying PA Announcement	1	Season
Wildcat Sports Properties, LLC	Ice Hockey	Signage	Dasherboards (Non-TV Visible) Description: 3' x 10' or 3' x 8' non-TV side dasherboard sign at Whittemore Arena	1	Season
Wildcat Sports Properties, LLC	Ice Hockey	Signage	Videoboard Feature Description: Branded videoboard feature(s) with complementary LED ribbon graphics and PA support during all regular season Men's Hockey home games at Whittemore Arena Note: "Say Pease Sweepstakes" to include: - "Say PEASE!" photo frame around a picture of the winner - Outro slide with QR code to encourage fans to enter to win - Tag PEASE International and Allegiant Air in accompanying PA Announcement - Supporting LED Ribbon board signage at hockey games	1	Season
Wildcat Sports Properties, LLC	Social Media	Digital	Lead Generation Description: Enter-to-win sweepstakes; includes landing page, promotional social graphic(s), paid social media impressions (75K), and post-campaign entrant database. Note: 300,000 impressions	1	Season
Wildcat Sports Properties, LLC	Social Media	Digital	Organic Entitlement Description: Single time-sensitive organic post tied to Football team Chartering out of PEASE. Note: On the Road Social Media Feature for Football	3	1

Exhibit B

Terms and Conditions

University Marks. To the extent Benefits include the right to make use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("University Marks"), Sponsor shall provide Provider, for prior review and approval, all proposed uses of University Marks and examples thereof. Sponsor shall use University Marks only (i) in the exact form, manner and context Provider approves in writing and (ii) as further detailed on Exhibit A. **Sponsor may not use University Marks in connection with the name, image or likeness ("NIL") of any current student athlete, unless otherwise set forth on Exhibit A and, then, only to the extent explicitly set forth thereon.** Sponsor must obtain all promotional premium products bearing University Marks from a Provider-approved licensed provider, which shall be responsible for assuring such products comply with all applicable University licensing requirements (including, but not limited to, compliance with applicable licensing-royalty payments).

Sponsor acknowledges University Marks are and will remain the exclusive property of University, which is the sole owner of University Marks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right, title, interest or ownership claim to them. Each of Sponsor's uses of University Marks, and any and all goodwill arising from each such use, inures solely to University's benefit.

Benefits. Unless otherwise specifically stated on Exhibit A or elsewhere in this Agreement, all Benefits are for the regular season only. If, for any reason other than Sponsor's fault, Provider is unable to provide Sponsor with any Benefit(s), then Provider will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) Provider is unable to provide Sponsor ("Alternative Make-Good Benefits"). Alternative Make-Good Benefits will not, however, include tickets, hospitality, catering or similar benefits that involve an out-of-pocket cost to Provider. Alternative Make-Good Benefits will be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

University Notice. If Provider is advised by University that Provider no longer has the right to provide Sponsor all the Benefits ("University Notice"), then Provider will have the option to terminate this Agreement at the end of the Contract Year for which the University Notice is applicable, with no further liability or obligations of either party under this Agreement thereafter, except for payment of the Sponsorship Fee still owed by Sponsor at the time of termination. If the University Notice requires Provider to terminate this Agreement prior to the end of the then-current Contract Year

for which the University Notice is applicable, then this Agreement will terminate upon Provider's written notice to Sponsor and Sponsor will (i) receive a *pro rata* refund of the Sponsorship Fee equal to the value of Benefits not yet received as a result of the termination or (ii) pay Provider for Benefits received but not yet paid for, but in no event will either party have any further liability or obligation to the other party under this Agreement. In the event of this Agreement's termination as a result of a University Notice, Sponsor will have no obligation to pay the Sponsorship Fee for the period after the effective termination date. Notwithstanding the foregoing, in lieu of this Agreement terminating because of a University Notice, Provider and Sponsor may negotiate for a period of thirty (30) days following Provider's receiving the University Notice in order to determine whether alternative benefits can be offered to Sponsor and, if offered, whether they are acceptable to Sponsor ("Alternative Benefits"). If Alternative Benefits are offered and accepted, then this Agreement will not terminate as a result of the University Notice but instead will remain in full force and effect with the Alternative Benefits. Notwithstanding any other provision herein, whether either party agrees to Alternative Benefits or an amendment to this Agreement is within the party's sole discretion.

Preparation of Promotional/Sponsorship Materials. Provider is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from Provider any such services for an additional service fee. Sponsor is responsible for timely submitting to Provider its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Benefits ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Provider's written approval, which approval will not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which Provider will provide Sponsor), Provider has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to Provider copy corrections of applicable Sponsorship Materials, then Provider will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). Provider's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule. Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Provider's

publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (as Provider may provide Sponsor from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org). Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach or alleged breach of this section's provisions.

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within ten (10) days after receiving from Provider written notice with respect thereto), then Provider reserves the right to suspend delivery (or provision) of Benefits to Sponsor and/or to terminate this Agreement, effective upon written notice from Provider to Sponsor. If Sponsor breaches the University Marks section (including, without limitation, any unauthorized use of University Marks) or the Compliance section, then Provider reserves the right to terminate this Agreement effective upon written notice from Provider to Sponsor. If Provider terminates this Agreement before the Term concludes due to Sponsor's uncured breach, then Sponsor will remain liable for all payments due under this Agreement whether accruing before or after such termination. Sponsor agrees and acknowledges that, in the event of such uncured breach, Provider will be a lost volume seller and, as such, will have no obligation to mitigate its damages hereunder.

Cross-Default. In the event of an uncured breach in any agreement other than this Agreement between Sponsor and Provider or any affiliate of Provider, Provider will have the right to terminate this Agreement effective upon written notice to Sponsor.

Limitation of Liability. In no event will either party be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party alleged to be liable has knowledge of the possibility of such damages, whether under contract, tort (including negligence), strict liability or any other theory of liability; provided, however, nothing shall limit Provider's right to seek full payment of the Sponsorship Fee (without any obligation to mitigate) due to Sponsor's material breach hereunder. Provider will not, under any circumstances, be liable for any amount in excess of the total Sponsorship Fee actually paid to Provider in the twelve (12) months prior to the date any claim is asserted.

Unforeseen Events. If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, Provider is unable to perform any

of its obligations hereunder, then Provider will not be liable to Sponsor, except to the extent of providing Sponsor suitable mutually agreed upon Alternative Make-Good Benefits. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

Late Payments/Sales or Other Taxes. All late payments are subject to a late payment fee of two percent (2%) per month or the highest rate allowed by law together with all costs and expenses of collection, including attorneys' fees and court costs. If any sales tax, use tax, gross receipts tax, service tax or other tax (other than Provider's income tax) is imposed in connection with any Benefits or payment hereunder, then Sponsor will pay such tax on or before the due date thereof and, if not otherwise paid, any unpaid amount thereof will be added to the invoice for the period that includes such due date.

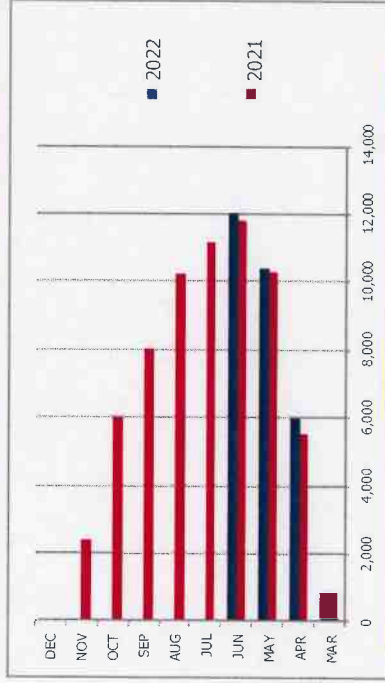
Assignment. This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without Provider's prior written approval, and no rights will devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other third party. Any unauthorized assignment will be void and of no effect unless approved by Provider in writing. Subject to the foregoing, this Agreement will be binding upon any approved Sponsor assignee or successor, and this Agreement will inure to the benefit of Provider, its successors and permitted assigns.

Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements, whether written or oral, between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (a) the individual signing this Agreement on its behalf is duly authorized to do so and (b) no representations have been made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in one (1) or more counterpart, each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Notwithstanding the University Notice section, Provider may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if Provider's University rights agreement is terminated for any reason; provided, however, Provider shall provide Sponsor a *pro rata* refund of any amounts paid for Benefits not yet received as of such effective termination date. This Agreement is governed

by and construed in accordance with the laws of the state of Texas, without giving effect to its conflict of law rules.

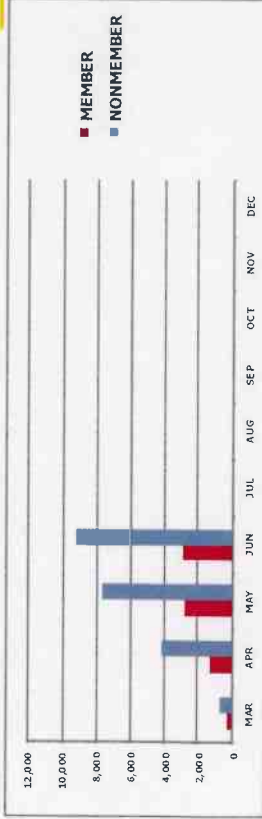
KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



	2022	2021	2020
ROUNDS PLAYED	28,789	66,590	62,315
RAIN DAYS	20	49	66

2022 MEMBER / NONMEMBER ROUNDS (SEASON)



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	\$4,429	1,032	APRIL	190,483	134,812
MAY	\$135	1,062	MAY	284,835	238,596
JUNE	517	214	JUNE	312,758	307,875
	\$123,875	\$115,383		\$2,361,932	\$1,855,416

CLUB / COURSE FUNCTIONS	FY 2022 YTD	FY 2021 YTD
GROUPS 12-40	56,523	33,746
TOURNAMENT PLAY	185,468	188,728
LEAGUES	98,964	84,708
FOOD AND ROOM FEES	244,582	115,001

2022 ROUNDS-SEASON

MEMBER	7,051
NONMEMBER	21,738
TOTAL	28,789

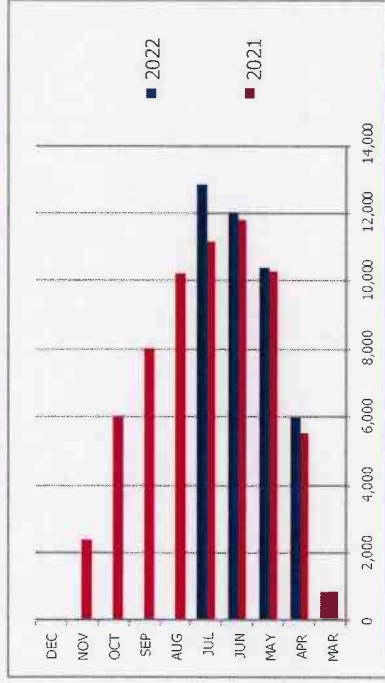
2021 ROUNDS-SEASON

MEMBER	18,489
NONMEMBER	48,101
TOTAL	66,590



KEY GOLF COURSE BENCHMARKING DATA

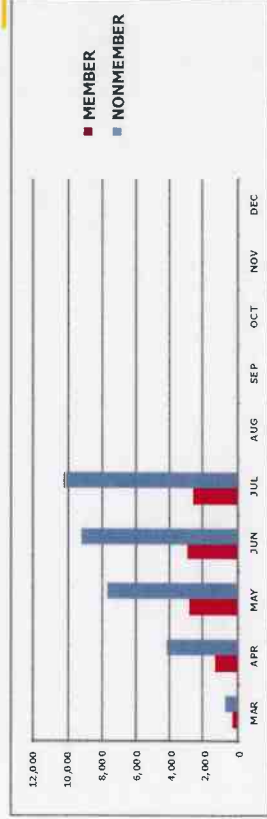
ROUNDS OF GOLF PLAYED (SEASON)



2022 SEASON 2021 SEASON

ROUNDS PLAYED	42,112	66,590	62,315
RAIN DAYS	26	49	66

2022 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

Month	FY 2023	FY 2022
JULY	\$495	\$ 1,158
AUGUST		\$915
SEPTEMBER		\$326
OCTOBER		\$4,244
NOVEMBER		\$14,746
DECEMBER		\$23,112
JANUARY		\$24,253
FEBRUARY		\$26,580
MARCH		\$23,360
APRIL		\$4,429,
MAY		\$135
JUNE		\$517
TOTAL	\$495	\$123,358

GRILL 28 GROSS SALES

Month	FY 2023	FY 2022
JULY	296,042	\$262,957
AUGUST		270,631
SEPTEMBER		235,234
OCTOBER		191,416
NOVEMBER		119,952
DECEMBER		138,710
JANUARY		94,159
FEBRUARY		109,814
MARCH		150,980
APRIL		190,483
MAY		284,835
JUNE		312,758
TOTAL	\$296,042	\$2,361,932

2022 ROUNDS-SEASON

MEMBER	9,652
NONMEMBER	31,964
TOTAL	42,112

2021 ROUNDS-SEASON

MEMBER	18,489
NONMEMBER	48,101
TOTAL	66,590

CLUB/ COURSE FUNCTIONS

Function	FY 2023 YTD	FY 2022 YTD
GROUPS 12-40	11,241	4,220
TOURNAMENT PLAY	21,114	14,064
LEAGUES	14,994	17,161
FOOD AND ROOM FEES	31,028	20,076

AIRPORT REPORT PERIOD ENDING JULY 2022

JUNE and JULY ENPLANEMENTS

	2022
Scheduled Enplanements	11,863
Chartered Enplanements	3,965
Total Enplanements	15,828
2022 Enplanements YTD	54,371

REVENUE PARKING

\$67,137

1721 Transactions @ \$38.70

FUEL FLOWAGE FEES

\$91,364.7

2,057,889.7

Total Gallons

CRAF and DOD

59%

Commercial

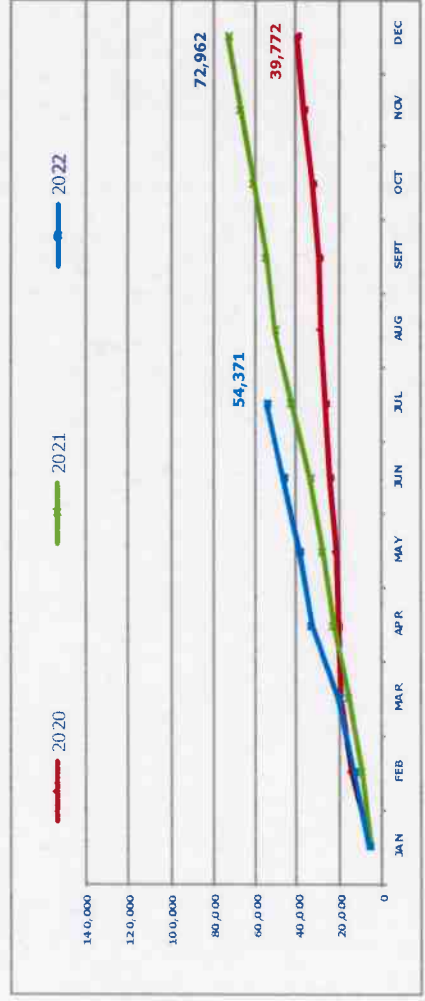
16%

General Aviation

25%

RENTAL CAR FEES (Apr-June)

\$114,636



Allegiant

- PIE Extension
- PGD, SFB all winter

Avelo Airlines

- UNH Athletic Charters through PSM

Memorandum

To: John Meehan, Lead Airport Operations Specialist *Jm - Sm*
From: Sandy McDonough, Airport Community Liaison *Sm*
Date: 8/8/2022
Subj: Noise Report for June 2022

The Portsmouth International Airport at Pease received two noise complaints in June, 2022.

Of the two noise complaints, one was received when Runway 16 was in use.

- On June 7, 2022 a Dover resident reported a military C-5 which appeared to have flown low over his home as the aircraft was coming in to land at Pease. The aircraft was flying within the traffic pattern altitudes published in the Airport Facilities Directory.

The second noise concern was received when Runway 34 was in use.

- On June 28, 2022, a resident of Dover reported a Piper Cub flying low over the Bellamy River. The aircraft did not depart out of the Portsmouth International Airport and did not communicate with the Portsmouth Air Traffic Control Tower.

Memorandum

To: John Meehan, Lead Airport Operations Specialist *JM*
From: Sandy McDonough, Airport Community Liaison *SM*
Date: 8/5/2022
Subj: Noise Report for July, 2022

The Portsmouth International Airport at Pease received two noise complaints in July, 2022.

Of the two noise complaints, one was received when Runway 34 was in use.

- On July 26, 2022 a North Woodstock, New Hampshire resident, reported military refueling tankers flying all afternoon over North Woodstock, it is unknown where the aircraft originated.

The second noise concern was received when Runway 16 was in use.

- On July 27, 2022, a resident of Eliot, Maine reported military aircraft flying over Eliot when coming in for landing at Portsmouth International Airport. She was surprised because she was under the impression aircraft flying into Pease were confined to flying in New Hampshire, without flying over the State of Maine.

MOTION

Director Fournier:

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

1. Expend funds in the amount of **\$24,418.00** for legal services rendered to the Pease Development Authority from:

Sheehan Phinney Bass & Green

May 1, 2022 – May 31, 2022 (for Permit Implementation)	\$7,888.00
May 1, 2022 – May 31, 2022 (for Tradeport General Representation)	\$9,222.00
June 1, 2022 – June 30, 2022 (for Permit Implementation)	\$1,131.00
June 1, 2022 – June 30, 2022 (for Tradeport General Representation)	\$6,177.00
Total	<u>\$24,418.00</u>

2. Expend funds in the amount of **\$6,111.00** for legal services rendered to the Pease Development Authority from **Anderson Kreiger** as outside counsel for Federal Regulatory Advice from May 1, 2022 through May 31, 2022 in the amount of \$590.00 and from June 1, 2022 through June 30, 2022 in the amount of \$5,521.00 .

For a total amount of \$30,529.00 in legal services

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: 376395

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$7,888.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$7,888.00

PREVIOUS BALANCE:	\$5,307.00

TOTAL BALANCE DUE:	\$13,195.00

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: 377217

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$9,222.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$9,222.00

PREVIOUS BALANCE:	\$0.00

TOTAL BALANCE DUE:	\$9,222.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY: Lynn J. Preston
Invoice Number: 377284

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$1,131.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$1,131.00

PREVIOUS BALANCE:	\$7,888.00

TOTAL BALANCE DUE:	\$9,019.00

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: 377285

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$6,177.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$6,177.00

PREVIOUS BALANCE:	\$9,222.00

TOTAL BALANCE DUE:	\$15,399.00

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

June 10, 2022

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

Reference # 142685 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	1.00	590.00	590.00

Payments

06/07/2022 Payment CK#035595

1,298.00

Sub-total Payments: \$1,298.00

Total Current Billing: \$590.00

Previous Balance Due: \$472.00

Total Now Due: \$1,062.00

PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS

ANDERSON KREIGER

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

July 14, 2022

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

Reference # 143152 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	9.10	590.00	5,369.00
Alex Peebles-Capin	0.10	0.00	0.00
Alex Peebles-Capin	0.80	190.00	152.00

Payments

07/05/2022 Payment CK#035767

472.00

Sub-total Payments: \$472.00

Total Current Billing: \$5,521.00

Previous Balance Due: \$590.00

Total Now Due: \$6,111.00

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, MAY 11, 2022 6:00 PM**

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

1. CALL TO ORDER

The meeting was called to order at 6:00 PM

2. APPROVE MINUTES

Mike made a motion to accept the April 13, 2022 minutes, Brad seconded, no further discussion, the council voted and the motion carried.

3. FINANCE REPORT

The Division is operating in the black and the YTD operating income is \$384,888 for period ending March 31, which is just after the mooring permit renewal season.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The April report was presented.

5. DIRECTOR'S REPORT

Marconi reported and presented materials from the PDA Board Meeting, April 21, 2022 which included the following items:

- Reports
 - PMC Right of Entry, Portsmouth Commercial Fish Pier, Sail Portsmouth 2022 event. Two ships will be coming Aug 11 to 15th.
 - Commercial Mooring for Hire applications, discussion regarding the difference between *Commercial Moorings for Hire* vs. *Commercial Moorings*.
 - Commercial Mooring for Hire-Great Bay Marine, Inc.-6 additional moorings, the moorings that they have are in an area with no waitlist.
 - Replacement Gate Barriers, 555 Market St. Marine Terminal

- Pepperell Cove Marine, Hampton Harbor Pile Inspections. Additionally, the floating docks on the commercial side are completed and the rec side floats are built, but there is a delay in getting the steel pipe piles.
 - Morton Salt, Exercise First One Year Option Of License Agreement Through May 31, 2023
 - 2022 Mooring Permit Application Analysis-discussion on Shorefront property owners that did not meet the deadline. Further discussion on a couple of expired permits where the permit holder asked for reconsideration to allow them to retain the mooring permit. There is one appeal going to the PDA.
 - Mooring Waitlist Analysis-waitlist offers are going out
- Approvals
 - Rye Harbor, Paving and Striping of entrance to Address Safety Concerns. The outcome will result in eliminating the 30 minute parking to allow for an inbound & outbound lanes, and a fire lane.
 - Harbor Master Boat "Munson" repairs. The boat hadn't been out of the water since 2020, the repairs are over the \$10,000 threshold so PDA Board approval was retroactively obtained. The Munson is the boat the Division uses to put in the Aids to Navigation.
 - Portsmouth Fish Pier-Floor Drains (additional work required). There was a lot more work to be done when Seacoast started to do the work and HL Patten, the contractor doing the work for the fish pier, ended up helping to help complete the work.
 - Rye Harbor Marine Facility Right of Entry Waiver Requests. A certified motion that was approved by the PDA Board regarding any business that would like a waiver from the requirements of their ROE was presented.

6. NEW BUSINESS

Because the space was needed for the construction projects going on at the Port, Marconi reported the GHOST vessel moved to the Albacore parking area and showed a video of how the vessel was lifted over the gate house and loaded onto a trailer for transportation to the new location.

7. OLD BUSINESS

Fuel at Great Bay Marina may or may not be available by the end of June. Wentworth fuel is up and running. Marconi reported that the fuel tank at Rye Harbor should be up and running soon.

8. COMMITTEE REPORTS

- Business Development/FTZ- Donahue reported that he, Roger and Brad went to the Port Committee meeting to support the Marconi report. There were 3 PDA Board members that supported Marconi's recommendation but 4 did not. Marconi reported that there is a new request for a minor boundary modification for

subzone production from KJ Can (they make aluminum cans) out of Nashua. The annual FTZ report was filed and shows over 2000 people employed in FTZ zone #81. Millipore is expanding and should add about 500 employees to the 1400 they have now.

- Dredging-The Army Corp. has not officially approved the Turning Basin project due to a high spot in the dredging area. Simplex Shoal has not been completed.
- Fisheries- The “diving for lobster” bill was killed in the Senate. Trap cleanup day went well, about 90 volunteers attended. The Right Whale regulations went into effect on May 1st.
- Recreational Piers- Rye: Summer storage spots are sold out in Rye, the 6 pack boats are starting up, the floats are in, and Granite State Whale Watch may start up this week. Hampton folks are eagerly awaiting the arrival of the pilings for the new floats. Discussion on the article in the paper on trips to Star Island. Seacoast Maritime Charters does not have approval to operate charters and carry passengers from the Division property.

9. PUBLIC COMMENT

Peter Welch was in attendance and was disappointed in the decision at Rye Harbor.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Holt made a motion to adjourn and Anderson seconded. The meeting adjourned at 7:00 PM.



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *PB*
FROM: Geno J. Marconi, Director, DPH *(J)*
DATE: June 10, 2022
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7794, from David Wilich to Rory Carter.

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

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

Division of Ports & Harbors
Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck 725
Re: Commercial Mooring Transfer
Date: June 10, 2022

David Wilich and Rory Carter are requesting the transfer of a Mooring Permit (#7794) in the Rye Harbor mooring field. Attached is documentation of Carter's commercial enterprise in the form of his commercial lobster license. Also attached is the transfer request and bill of sale from Wilich. Rory Carter has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #7794 be transferred to:

Rory Carter
11 Rice Terrace
Hampton, NH 03842



TO: Paul Brean, Executive Director, PDA *Las*
 FROM: Geno J. Marconi, Director, DPH *W*
 DATE: August 1, 2022
 RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7968, from Patrick Hogan to George Lamott.

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

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

Division of Ports & Harbors Memorandum

To: Capt. Geno J. Marconi
From: Chief H/M Tracy R. Shattuck *TS*
Re: Commercial Transfer
Date: July 29, 2022

Patrick Hogan and George Lamott are requesting the transfer of a Mooring Permit (#7968) in the Hampton Harbor area 3 mooring field. Attached is documentation of George Lamott's commercial enterprise in the form of lobster license. Also attached is the transfer request and bill of sale from Hogan. George Lamott has asserted that he understands that the mooring must remain in commercial use.

I have reviewed this application and I believe that it is in compliance with the administrative rules.

I recommend that permit #7968 be transferred to:

George Lamott
6 Beechwood Ave
Farmington, NH 03835



PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA *fw*
FROM: Geno J. Marconi, Director, DPH *GM*
DATE: August 4, 2022
RE: Commercial Mooring For Hire

The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Esther's Marina, LLC.

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 *TR*
Re: Esther's Marina Commercial for Hire Mooring Application
Date: August 4, 2022

Attached is an initial application for a Commercial Mooring for Hire in the Peirce Island Back Channel nearshore mooring field. Esther's Marina, LLC was on the waitlist and was offered a mooring pursuant to the waitlist process. Esther's Marina, LLC already holds Commercial Moorings for Hire and is on several waitlists in an effort to expand the business. All of the required documentation is already on file.

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

Date: August 10, 2022
To: Pease Development Authority (PDA) Board of Directors
From: Geno Marconi, Division Director 
Subject: Report, Portsmouth Fish Pier, Seawall repair, change order 10, additional items

The Division of Ports and Harbors (the "Division") was notified by HL Patten, the Contractor selected to do the repairs at the Portsmouth Fish Pier from the 2019 Seawall failure, that \$2513.00 of expenses were inadvertently not included in the total for Change Order 10, as outlined in the attached spreadsheet. Through a Delegation of Authority, Executive Director Paul Brean ("Brean") and Treasurer Ferrini ("Ferrini") had previously approved change order 10 in the amount of \$9915.86 and the Division reported this to the PDA Board at its June 2022 meeting. The additional expense of \$2513.00 was also approved by Brean and Ferrini, and although there is not a limit assigned to the Delegation of Authority for change orders on the project, the Division requested and received additional concurrence of Director Margaret Lamson to approve the additional expense of \$2513.00.

PDA Board Report - Additional Items not billed

HLPatten

CONSTRUCTION

PO BOX 450, KITTERY, ME 03904

INVOICE

BILL TO: NH Port Authority/PDA
555 Market Street
Portsmouth, NH 03801

DATE: 6/15/2022
SHIP TO: Fish Pier
INVOICE #: FP061522


DATE	DESCRIPTION	UNIT-HOURS	RATE	AMOUNT
------	-------------	------------	------	--------

Miscellaneous extra work at Commercial Fish Pier (see attached documents)

Final Billing

2,513.14

Portsmouth Fier Pier Appropriation

APPROVED
BY:  DATE: 6/23/22

TOTAL AMOUNT DUE:	\$ 2,513.14
-------------------	-------------

Fish Pier - PCO #10			
	Cost	Markup	Subtotal
Hoist Motor Covers			
Knight's Welding	3500	175	3675
Patten Labor - 10/21/21 - J. Tracy 2	220		220
Repair Pier Curb			
Custom Floats - PT Timbers	358.7	18	377
Fastener Warehouse - Hardware Patten Labor - 10/20/21 - B. Gearen 3, I Jacobs 3, J. Tracy 3	54	3	57
12/09/21 - I. Jacobs 2, J. Tracy 2	750		750
	360		360
Electrical			
Bridges - Secure Conduit, Bait Room Light, Crane Lights	6003.16	300	6303
Project Management - B. Anderson - 4 Hrs.	500		500
Bond	178	9	187
Total	11923.86	505	12428.86
Previously invoiced			(9,915.86)
Balance due (not previously billed)			2513

HLPatten
CONSTRUCTION

PO BOX 450, KITTERY, ME 03904

INVOICE

RECEIVED JUN 15 2022

BILL TO: NH Port Authority/PDA
555 Market Street
Portsmouth, NH 03801

DATE: 5/23/2022
SHIP TO: Fish Pier
INVOICE #: FPO52322

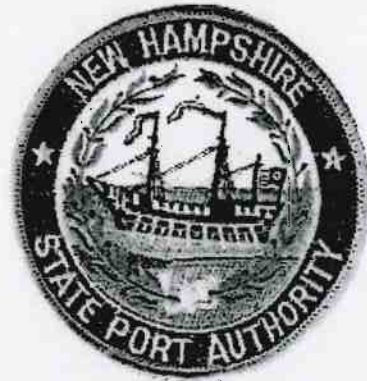
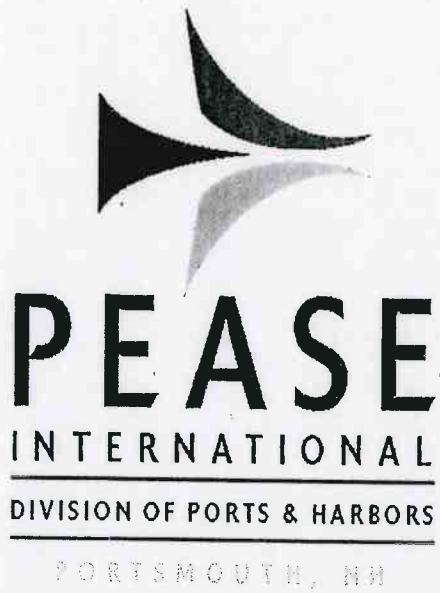
DATE	DESCRIPTION	UNIT-HOURS	RATE	AMOUNT
	Miscellaneous extra work at Commercial Fish Pier (see attached documents)			
5/23/22	Progress Billing			9,915.86

Portsmouth Fish Pier Appropriation

APPROVED
[Signature]
DATE: 6/15/22

TOTAL AMOUNT DUE:

\$ 9,915.86



**BIENNIAL REPORT ON THE
DIVISION OF PORTS AND HARBORS
FOR THE FISCAL YEAR PERIODS ENDING
JUNE 30, 2020 and June 30, 2021**

**Geno J. Marconi
Division Director**

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<u>PORT DEVELOPMENT PROJECTS</u>	5
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<u>ENVIRONMENTAL REPORTS, INVESTIGATIONS AND PERMITS</u>	7
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BIENNIAL REPORT

This report, in accordance with RSA 12-G:43-a, is required to address specifics for the biennium ending June 30, 2021 regarding:

- The financial status of the Division including the Revolving Loan Fund
- Contracts involving the use of Division property
- The status and scope of ongoing port development projects
- Programs and informational meetings
- Environmental report and investigations
- Any proposals to sell Division property.

Due to the extent of the documentation of the subject matter, this report is a summary of existing financial records, contracts, engineering reports, public informational programs, and environmental reports. Additional information and documentation is available from the Pease Development Authority, the Division of Ports and Harbors, and on the Division's web site: www.portofnh.org

1 – INTRODUCTION

The Pease Development Authority Division of Ports and Harbors (the "Division") is responsible for the management, maintenance, operation, and maritime security of:

- The only State-owned deep water, public access, general cargo, and general use marine terminal for large ocean going ships, known as the Market Street Marine Terminal in Portsmouth;
- Small boat facilities in Portsmouth, Rye and Hampton Harbors for commercial fishing vessels, passenger, and recreational vessels;
- The permitting of mooring locations and maintaining waitlists for mooring locations, and the permitting and replacement of Aids to Navigation in the state's tidal waters;
- The licensing of harbor, river and docking pilots;
- Maintaining and dredging channels, harbors and anchorages;
- Establishing and maintaining Foreign-Trade Zones in New Hampshire;
- Management of a Revolving Loan Fund for commercial fishermen.

MARKET STREET MARINE TERMINAL

The Market Street Marine Terminal is an eleven (11) acre general cargo, general use facility on the Piscataqua River in Portsmouth where diverse marine related activities were conducted on various docks at the terminal during the reporting period.

- “650 Main Wharf” is the largest ship berth at the terminal and can accommodate ocean freighters up to seven hundred feet (700’) in length. The major commodities handled at the terminal for the reporting period is road salt, which is imported. The facility also handles project cargos such as machinery, construction materials, and power plant components and serves as a support facility for the other terminals along the Piscataqua River and the vessels frequenting those terminals. The facility is a major component of maritime security, safety, and environmental response in the region and is included in the State of NH’s and Coast Guards emergency plans. During this reporting period Cianbro Corporation, the contractor for a portion of the Portsmouth Naval Shipyard Super Flood Basin project, used the Terminal for staging and loading equipment and materials (for the manufacture of concrete), loading of structural components (i.e. steel sheets and beams), and the discharge of clean blasted rock from the project area. Additionally, substantial landings of Atlantic Menhaden, a fish in the herring family important for use as lobster bait, were landed at the dock which helps ensure the local NH lobster industry is able to obtain enough bait for its needs and to ensure the menhaden quota is met and thus secure future quotas to be allocated to NH.
- The “Barge Dock” was a second berth for cargo vessels, coastal cruise ships, and tug/barge operations which accommodate vessels up to three hundred fifty feet (350’) in length. The dock had also been used for smaller vessels in order to avoid berthing conflicts at the main cargo wharf. As previously reported, with the construction of the Sarah Long Bridge (beginning in January 2015), the Barge Dock lost its functionality and in May of 2017 the Division entered into an agreement with NH DOT for a Functional Replacement of the Barge Dock, which is 100% reimbursable by Federal Highway funds, however, due to an increase in cost of materials and construction (brought on by inflation and further exacerbated by complications arising from the Covid-19 pandemic), lack of funding prohibited the project from moving forward during the prior reporting period. A Notice to Proceed to Final Design was finally issued in March of 2021.
- The “Barker Wharf” located at 315 Market St., is a small boat dock utilized by the Isles of Shoals Steamship Company (ISSCo). The M/V Thomas Leighton and the M/V Challenger are passenger vessels which provide ferry service to the Oceanic Hotel on Star Island along with harbor tours, dinner cruises, weddings, and corporate cruises.

- The “Burge Wharf”, also located at 315 Market St. is a floating dock for small boats and provides a mainland base for Shoals Marine Laboratory and Star Island Corporation. Both are located at the Isles of Shoals. The Shoals Marine Laboratory vessels transport students, staff, and supplies to Appledore Island from the “Burge Dock”. Star Island Corporation, which operates a **hotel/conference** center on Star Island, also transports staff and supplies to the island from the “Burge Dock” aboard their vessel the P/V Utopia.
- The “Security Dock” and launch ramp, adjacent to the “Barge Dock” at the Market St. Terminal, provides access to the harbor for emergency assets and is where the Division’s vessels are berthed. The floating dock and launch ramp area provide stable platforms from which emergency response activities are performed. Active users of the facility include: NH-DES, NH Fish & Game, NH-DOT Bridge Maintenance, and Portsmouth Fire Department.

COMMERCIAL PIERS AND ASSOCIATED FACILITIES

The Division manages and operates three (3) marine facilities located in Portsmouth, Rye Harbor, and Hampton Harbor.

- The Portsmouth Commercial Fish Pier on Pierce Island is utilized by commercial fishermen and provides a location to off load catch, load equipment, and service approximately fifty-five (55) commercial fishing vessels. The facility has accommodations for twenty-five (25) overnight berths. Diesel and gasoline are sold at the Portsmouth Commercial Fish Pier (24 hour service). Bulk ice is also available at the Portsmouth location. The building on Peirce Island is utilized by NH Fish & Game, Northeast Fishery Sector IX, and by a local commercial fishing entity for processing its catch. During this reporting period the Seawall at the Portsmouth Fish Pier was repaired due to its failure in the summer of 2019. The Division received an appropriation in the amount of \$3,250,000.00 from the NH State Legislature to complete the repairs.
- The Rye Harbor and Hampton Harbor Marine Facilities are mixed use facilities offering services to both the Commercial fishing industry as well as the general public for recreational use. Commercial fishermen are able to off load their catch at either commercial pier. Both facilities, through individual business entities that have a Right of Entry agreement to use the facility in association with their charter operations, offer charter fishing, lobster tours, harbor cruises, and whale watch vessels. In addition, kayak rentals and parasailing are offered at the Hampton facility. A food concessions is available at the Rye facility. Retail sales of fresh lobster are available at both locations.

Fresh oysters are available at the Hampton facility. For the general public's recreational boating needs, vehicle & trailer parking and launch ramps are available and provide access to the water and floating docks for boat owners to launch and board their vessels. 24 hour diesel and gasoline fuel sales are available at both facilities. Limited winter and summer boat storage is available at the Rye location and winter storage is available at the Hampton location. During this reporting period the Covid-19 pandemic impacted the charter and party boat operators during the summer of 2020.

HARBOR MANAGEMENT

The Chief and Deputy Chief Harbor Master, along with support staff, oversee the permitting and placement of up to one thousand five hundred (1,500) mooring locations in NH tidal waters, which run from the Massachusetts border to the Maine border, more specifically, from the Isles of Shoals inland, including the Great Bay Estuary and its tributaries. In addition to permitting mooring locations, the Division maintains waitlists for those locations. The Division, acting through the Harbor Masters, places Aids to Navigation in channels and areas not marked by the United States Coast Guard. The Chief and Deputy Chief Harbor Masters are required, by statute, to maintain their certified police officer credentials and are charged with enforcement of the Division's Code of Administrative Rules and NH Criminal Laws on Division property.

PILOTAGE

A federal pilot is a licensed merchant mariner who, by qualification and experience, is licensed by the US Coast Guard to act as a pilot (guide) aboard vessels transiting local waters designated as the "Pilotage Area". The Pease Development Authority, acting through the Division, is responsible for setting the criteria for Licensed State Pilots operating within the pilotage boundaries of the Piscataqua River and Portsmouth Harbor.

DREDGING

The Division is the sponsoring agency for public dredging projects in the tidal waters of New Hampshire. As the "local sponsor", the Division works cooperatively with the US Army Corps of Engineers, state and federal agencies, and municipalities in order to maintain and develop the navigable tidal waters of the state, including anchorages, to insure the flow of commercial and recreational boat traffic. During active dredging projects it is statutorily required for the Division to incur the cost of removing and replacing any moorings in the dredge area. During the reporting period, the Hampton and Rye Harbors had maintenance dredges completed. The two dredging project combined removed approximately 235,000 cubic yards of material from the harbors. Additionally, in March of 2021 the Division received notice that funding was received

for the federal portion of dredging the uppermost turning basin of the Piscataqua River. Beginning in November 2021, approximately 680,000 cubic yards of clean sandy material is expected to be removed along with 20,000 cubic yards of ledge.

FOREIGN-TRADE ZONES

Foreign-Trade Zones (FTZ) are areas designated by the US Department of Commerce Foreign-Trade Zones Board and are under the supervision of the Department of Homeland Security, Customs and Border Protection. For the purposes of duty assessment, merchandise in a FTZ is considered not to have entered the commerce of the United States and therefore duties are not payable on that merchandise while in the Zone. Foreign-Trade Zones were established to provide tax incentives for manufacturing and warehousing companies to locate their operations in the continental US. The Division is the Grantee for FTZ #81 in New Hampshire and is responsible for establishing and maintaining the Zone Project.

There are currently three (3) active FTZ users in NH, employing approximately 2000 people between the 3 of them;

- Millipore Corporation, Jeffrey
- Textile Coatings International, Manchester
- Rochester Electronics, Portsmouth

REVOLVING LOAN FUND

In 2008, the Division received a grant of Eight hundred and ten thousand dollars (\$810,000.00) from the US Department of Commerce, Economic Development Administration (EDA) to establish a Revolving Loan Fund (RLF). The RLF provides long term, low interest loans to New Hampshire's commercial fishing industry in order to assist the industry to sustain itself as the industry experiences more restrictive fishing regulations and reduced landings. Working with Provident Bank, which provides 25% of matching funds, the RLF has provided funds for fishermen to purchase:

- Modern safety equipment
- Electronics
- Gear
- Vessels
- Permits

2 – REVISED STATUTE ANNOTATED

Section 12-G:43-a

12-G:43-a Report on the Division of Ports and Harbors. –

I. The division director shall submit a biennial report on the status of development at the division to the governor and council, the board, the mayor and the city council in the city of Portsmouth, the selectmen in the towns of Rye, Newington, Hampton, North Hampton, New Castle, and Seabrook, the chairmen of the house and senate executive departments and administration committees, and the commissioner of the department of business and economic affairs. Such report shall be submitted and made available to the public biennially beginning on June 30, 2010. The first report issued on June 30, 2010 shall be for the 2-year period ending on June 30, 2009.

II. The report shall include descriptions of:

- (a) The financial status of the division, including a report on the activities of the Pease development authority ports and harbors fund and a recommendation on whether to continue the fund as a nonlapsing fund and an accounting of the activities of the division of ports and harbors revolving loan fund.
- (b) Any contracts involving use of division property that have been executed in the previous 24-month period and the status and scope of all ongoing port development projects.
- (c) Programs and informational meetings held to permit and encourage communication between the division and the communities it serves.
- (d) Environmental reports, investigations, and permits received by, prepared by or on behalf of the division with respect to division property and activities on division property.
- (e) Any proposals for the sale of division property.

Source. 2008, 356:4, eff. July 11, 2008. 2017, 156:14, II, eff. July 1, 2017.

3 -FINANCIAL REPORT

FISCAL YEAR PERIODS ENDING

JUNE 30, 2020 AND JUNE 30, 2021



DIVISION OF PORTS AND HARBORS

BIENNIAL FINANCIAL REPORT FOR THE FISCAL YEAR PERIODS ENDING JUNE 30, 2021 AND 2020



BUSINESS UNIT ANALYSIS

TWELVE MONTHS ENDING JUNE 30, 2021

(5,000'S)

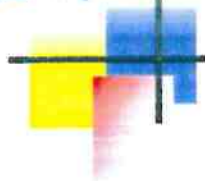
	UNRESTRICTED OPERATIONS	HARBOR DREDGING	FOREIGN TRADE ZONE	REVOLVING LOAN FUND	CAPITAL
OPERATING REVENUES (SEE PAGE #4)	<u>2,340</u>	<u>6,172</u>	<u>12</u>	<u>35</u>	<u>2,564</u>
OPERATING EXPENSES					
WAGES AND FRINGE BENEFITS (SEE PAGE #5)	1,136	-	-	-	1,136
BUILDINGS AND FACILITIES MAINTENANCE (SEE PAGE #6)	379	6,100	-	-	6,479
GENERAL AND ADMINISTRATIVE (SEE PAGE # 5)	159	-	1	1	161
UTILITIES (SEE PAGE #6)	127	-	-	-	127
PROFESSIONAL SERVICES (SEE PAGE #6)	24	-	-	10	34
MARKETING AND PROMOTION (SEE PAGE #6)	3	-	10	-	13
FUEL PROCUREMENT	<u>215</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>215</u>
	<u>2,043</u>	<u>6,100</u>	<u>11</u>	<u>11</u>	<u>8,165</u>
OPERATING INCOME	297	76	1	24	398
NONOPERATING (INCOME) AND EXPENSE	(3)	(4)	-	(1)	(8)
DEPRECIATION AND AMORTIZATION	<u>622</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>622</u>
NET OPERATING INCOME	<u>(322)</u>	<u>(41)</u>	<u>1</u>	<u>23</u>	<u>(339)</u>

BUSINESS UNIT ANALYSIS TWELVE MONTHS ENDING JUNE 30, 2020

(\$ 000's)

	UNRESTRICTED OPERATIONS	HARBOR DREDGING	FOREIGN TRADE ZONE	REVOLVING LOAN FUND	TOTAL
OPERATING REVENUES (SEE PAGE #4)	<u>3,171</u>	<u>138</u>	<u>12</u>	<u>39</u>	<u>3,360</u>
OPERATING EXPENSES					
WAGES AND FRINGE BENEFITS (SEE PAGE #5)	1,017	-	-	-	1,017
BUILDINGS AND FACILITIES MAINTENANCE (SEE PAGE #6)	904	175	-	1	1,080
GENERAL AND ADMINISTRATIVE (SEE PAGE # 6)	172	7	-	-	179
UTILITIES (SEE PAGE #6)	114	-	-	-	114
PROFESSIONAL SERVICES (SEE PAGE #6)	19	-	-	24	43
MARKETING AND PROMOTION (SEE PAGE #6)	1	-	10	-	11
FUEL PROCUREMENT	<u>253</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>253</u>
OPERATING INCOME	<u>2,480</u>	<u>182</u>	<u>10</u>	<u>25</u>	<u>2,697</u>
NONOPERATING (INCOME) AND EXPENSE	691	(44)	2	14	663
	(4)	(1)	-	-	(5)
DEPRECIATION AND AMORTIZATION	<u>614</u>	<u>98</u>	<u>-</u>	<u>-</u>	<u>712</u>
NET OPERATING INCOME	<u>81</u>	<u>(141)</u>	<u>2</u>	<u>14</u>	<u>(44)</u>

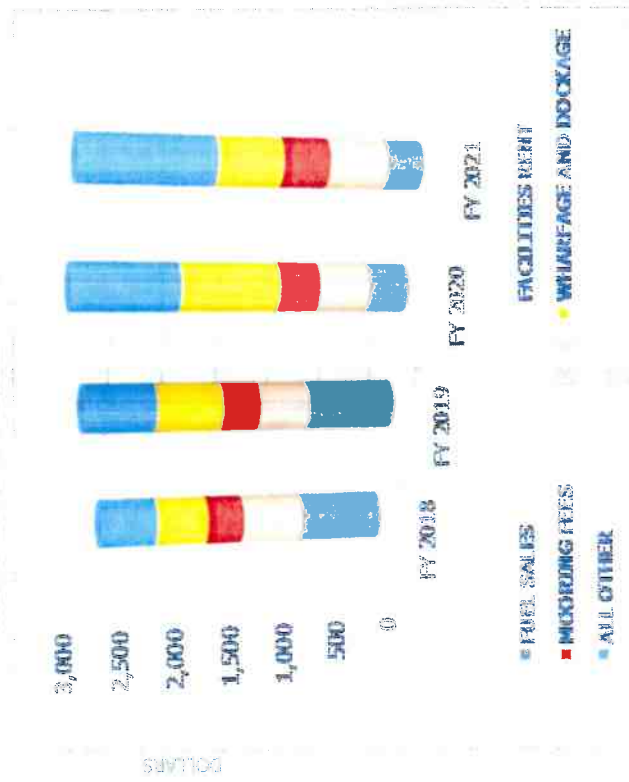
OPERATING REVENUES FOR THE FISCAL YEAR PERIODS ENDING JUNE 30, 2021 AND 2020



(in dollars)

REVENUE SOURCES	FY 2021 ACTUAL	FY 2020 ACTUAL
FUEL SALES	343	378
WHARFAGE AND DOCKAGE	554	502
FACILITIES RENT	508	490
MOORING FEES	412	389
COASTAL VESSEL REGISTRATIONS	273	326
PARKING FEES	85	65
PIER USAGE FEES	120	100
INTEREST INCOME	34	36
ALL OTHER	6,235	507
	8,564	3,660

HISTORICAL ANALYSIS- OPERATING REVENUES

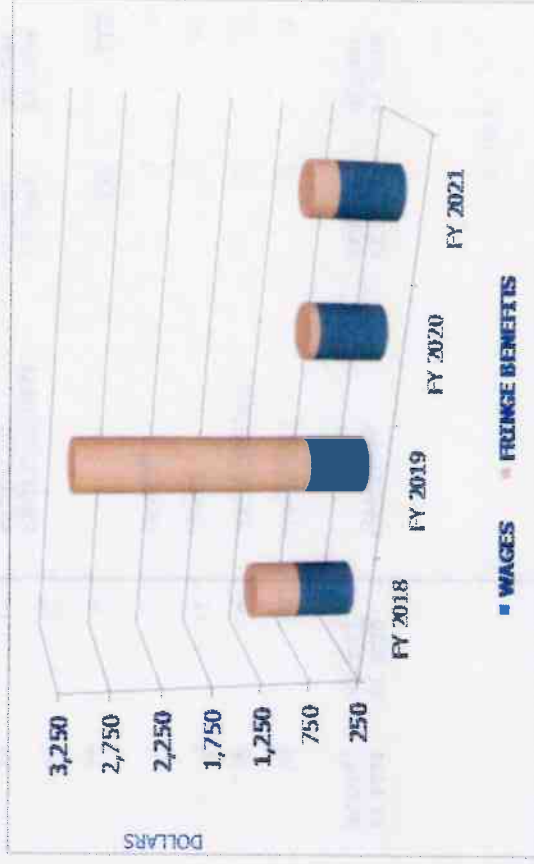


WAGES AND FRINGE BENEFIT EXPENSE FOR THE FISCAL YEAR PERIODS ENDING JUNE 30, 2021 AND 2020

(\$ 000's)

	FY 2021 ACTUAL	FY 2020 ACTUAL
WAGES		
BENEFITED	632	659
NONBENEFITED	195	177
OVERTIME	70	92
	<u>897</u>	<u>928</u>
FRINGE BENEFITS		
RETIREMENT / OPEB (SEE NOTE #1)	77	(96)
HEALTH CARE	152	172
DENTAL AND LIFE	10	13
	<u>239</u>	<u>89</u>
	<u>1,136</u>	<u>1,017</u>

HISTORICAL ANALYSIS- WAGES AND FRINGE BENEFITS



NOTE:
1. YEAR TO YEAR INCREASE REFLECTIVE OF ADJUSTMENT TO ACTUARILY DETERMINED ANNUAL PENSION EXPENSE AND INITIAL RECOGNITION OF OTHER POSTEMPLOYMENT BENEFIT (OPEB) COSTS AS DEFINED BY RSA 21-1:30.

ANALYSIS OF OTHER OPERATING EXPENSES FOR THE FISCAL YEAR PERIODS ENDING JUNE 30, 2021 AND 2020



(\$ in thousands)

	FY 2021 ACTUAL	FY 2020 ACTUAL	GENERAL AND ADMINISTRATIVE	FY 2021 ACTUAL	FY 2020 ACTUAL	UTILITIES	FY 2021 ACTUAL	FY 2020 ACTUAL
BUILDINGS AND FACILITIES MAINTENANCE								
BUILDING MAINTENANCE	166	105	FICA	58	57	ELECTRICITY	65	73
SNOW REMOVAL SUPPLIES	60	38	TELEPHONE	28	26	WASTE DISPOSAL	47	25
WAGE / BENEFIT TRANSFER	35	26	EQUIPMENT <\$5,000	9	11	WATER	9	11
PAYMENT IN LIEU OF TAXES	30	30	PROFESSIONAL DEVELOPMENT	2	3	PROPANE	6	7
EQUIPMENT MAINTENANCE	13	17	SUPPLIES	10	9		<u>127</u>	<u>114</u>
SECURITY	9	3	FEES AND LICENSES	14	19			
ENVIRONMENTAL TESTING	11	28	COMPUTER MAINTENANCE AND SUPPLIES	13	13	PROFESSIONAL SERVICES		
DREDGING	6,146	833	INSURANCE	5	5	PIERREY CONSULTANT	6	21
ALL OTHER	0	0	TRAVEL AND MILEAGE	2	4	AGRIET SERVICES	27	16
	6,480	1,080	OFFICE EQUIPMENT	3	4	LEGAL	6	6
			BANK FEES	6	6		<u>34</u>	<u>43</u>
MARKETING AND PROMOTION			ALL OTHER	11	23			
ADVERTISING	13	11		<u>161</u>	<u>179</u>			
ALL OTHER	-	-						
	<u>13</u>	<u>11</u>						

**4 – CONTRACTS FOR THE USE OF
DIVISION PROPERTY
FOR THE FISCAL YEAR PERIODS ENDING
JUNE 30, 2020 and JUNE 30, 2021**

The Division manages and operates four (4) marine facilities and contracts with multiple users engaged in a diverse cross section of operations. During the reporting period, the Pease Development Authority had fifty-six (56) contracts in place for the use of Division property.

MARKET STREET MARINE TERMINAL

Morton Salt Company is a base tenant at the terminal engaged in the importation of rock salt for de-icing roads. Morton Salt's contract provides the company with the use of one and one half (1.5) acres of open lay-down for the marshalling of rock salt; office space, and the use of the truck scale; the right to discharge rock salt across the pier and the right to secure bulk cargo vessels to the berth. For the reporting period, Morton Salt reported the following activity:

- FY20 5 ships, 190,292 tons of cargo, \$251,895.40** revenue*
- FY21 3 ships, 109,649 tons of cargo, \$121,496.00** revenue*

*Morton Salt has a guaranteed annual minimum payment of \$250,000.00.

** This amount includes fees for the ships only, it does not include the land rental fee.

Effective November 1, 2018 Granite State Minerals/Eastern Salt Company ("GSM") became a second base tenant at the terminal. GSM is engaged in the importation of road de-icing rock salt. GSM's contract provides the company with the use of three (3) acres of open lay-down for the marshalling of rock salt; office space and the use of the truck scale; the right to discharge rock salt across the pier and the right to secure bulk cargo vessels to the berth. For the reporting period, GSM reported the following activity:

- FY20 6 ships, 264,667 tons of cargo, \$449,675* revenue
- FY21 2 ships, 85,104 tons of cargo, \$113,739* revenue

*GSM has a guaranteed minimum payment of \$450,000.00.

Cianbro Corporation leased 1 acre of land beginning in March 2020 for staging and loading equipment and materials and to use the dock to trans-load dredge material in association with the Super Flood Basin (SFB) Project at the Portsmouth Naval Shipyard (PNSY).

Other companies contracted during the reporting period to operate at the Market Street Terminal include:

- The Isles of Shoals Steamship Company, a sightseeing/dinner cruise vessel
- Support vessels for Cornell University's Shoals Marine Laboratory, a research and classroom facility for undergraduate and graduate students studying a wide range of marine and environmental subjects at the Isles of Shoals
- Support vessels for Star Island Corporation that operates a hotel and conference center at the Isles of Shoals

PORTSMOUTH COMMERCIAL FISH PIER

The management of the docks, berthing, and common areas of the Portsmouth Commercial Fish Pier have been the responsibility of the Division since 2001. General operating procedures at the facility are regulated by the New Hampshire Code of Administrative Rules PART 600 COMMERCIAL PIERS AND ASSOCIATED FACILITIES. The building (4,000 sq. ft.) including two (2) cold storage rooms, ice making machinery, a 3000 gallon unleaded fuel storage tank and a 15,000 gallon diesel fuel storage tank and dispensers. The Division operates the retail sales of diesel fuel and unleaded gasoline to the general public and bulk ice to the commercial fishermen. During the reporting period, several commercial fishermen ("Bait Cooler Users") have paid fees to the Division for temporary use of the cold storage rooms to hold fresh and frozen lobster bait. The Northeast Fisheries Sectors XI and XII, representing the commercial fishermen of New Hampshire (required under federal law) rent office space at the facility. Heidi Elisabeth Fisheries, LLC is a federal licensed fish dealer handling NE multispecies and rents office space and a portion of the refrigerated fish cooler.

RYE HARBOR AND HAMPTON HARBOR MARINE FACILITIES

Operations at the Rye and Hampton Harbor Marine Facilities are also subject to Pda 600 Administrative Rules. However, there are shore side commercial use Right of Entries (ROE's) approved by the Pease Development Authority Board of Directors. Those ROE's set forth specific terms and conditions for certain commercial operations at the facilities not addressed in Pda 600. Those commercial operations include charter and party fishing, whale watching, ferry service, food concessions, and lobster retail sales.

CONTRACTS APPROVED BY THE PEASE DEVELOPMENT AUTHORITY

FOR THE USE OF Division PROPERTY FOR

FISCAL YEARS ENDING

JUNE 30, 2020 AND JUNE 30, 2021

<u>Grantee Name</u>	<u>Purpose</u>	<u>Facility</u>
3 Buoys Fishing Charters	Passenger Vessel & sales office	Hampton Harbor
Admiral Bruin Sportfishing	Passenger Vessel	Hampton Harbor
Aelin Mae Fishing Charters	Passenger Vessel	Hampton Harbor
Angler Management 101	Passenger Vessel	Hampton Harbor
Answer Sport Fishing LLC	Passenger Vessel	Hampton Harbor
Atlantic Fuels, Inc.	Bulk Diesel Fuel Deliveries to vessels over water	Hampton & Rye Harbors, Portsmouth Commercial Fish Pier, Market St. Terminal
Al Gauron Deep Sea Fishing & Whale Watches	Passenger Vessel	Hampton Harbor
Bait Cooler Users	Storage of lobster bait	Portsmouth Commercial Fish Pier
Broco Oil Inc.	Bulk Diesel Fuel Deliveries to vessels over water	Hampton & Rye Harbors, Portsmouth Commercial Fish Pier, Market St. Terminal
Black Dog Charters	Passenger vessel & sales office	Rye Harbor
Captain Bob's LLC	Passenger vessel and sales office	Hampton Harbor
Central NH Guides	Passenger vessel	Hampton Harbor
Cianbro Corporation	Laydown & use of pier for PNSY Superflood basin project	Market St. Terminal
Clandestino Charters	Passenger vessel	Rye Harbor
Cora Beth Fisheries, LLC	Passenger vessel	Hampton Harbor
Cornell University (Shoals Marine Lab)	Berthing & Parking	Burge Dock
Due East Sportfishing	Passenger vessel	Hampton Harbor
F/V Sea Fever LLC.	Passenger vessel and sales office	Hampton Harbor
Gauron Kayak Rentals	Kayak rentals and sales office	Hampton Harbor
Granite State Whale Watch	Passenger Vessel and Ticket Sales building	Rye Harbor

Pease Development Authority
 Division of Ports and Harbors
 Biennial Report FYE June 2020 & June 2021
 (July 1, 2019- June 30, 2021)

Granite State Minerals	Laydown for road salt	Market St. Terminal
Hampton Beach Parasail LLC.	Parasailing and paddle board rentals and sales office	Hampton Harbor
Hampton Harbor Tackle	Bait & tackle shop	Hampton Harbor
Harvester Fishing Charters	Passenger vessel and sales office	Rye Harbor
Heidi & Elisabeth Fisheries LLC	Office space	Portsmouth Commercial Fish Pier
Independent Boat Haulers	Boat Hauling	Rye Harbor
Isles of Shoals Steamship	Berthing & Parking Agreement	Barker Wharf
Jah Reel Fishing Charters LLC.	Passenger vessel	Hampton Harbor
Jocelyn Marine Services	Boat Hauling	Hampton Harbor
Juliet Marine Inc.	Laydown area	Market St. Terminal, Storage of the "GHOST" boat
Lawrence Tank, Inc.	Fill tankers with salt water	Hampton Harbor
Lucas Marine	Passenger vessel	Rye Harbor
L.W. Morgridge & Sons	Fill tankers with salt water	Market St. Terminal
Morton Salt	Laydown for road salt	Market St. Terminal
NE Eco Adventures	Passenger vessel and sales office	Hampton Harbor
Petey's Lobster Pound	Retail lobster sales	Rye Harbor
Pinwheel Tuna Fishing LLC	Passenger Vessel	Rye Harbor
Riverside & Pickering Marine Contractors	Laydown area	Market St. Terminal, Healy Wave Buoy Project
Robert Nudd	Storage of lobster bait	Hampton Harbor
SNH-Rye LLC	Passenger Vessel	Rye Harbor
Rye Harbor Adventures	Passenger Vessel	Rye Harbor
Rye Harbor Lobster Pound	Retail lobster sales	Rye Harbor
Rye Harborside	Food concession	Rye Harbor
Savage Charters	Passenger Vessel	Rye Harbor
Seacoast NH Sportfishing	Passenger Vessel	Rye Harbor
Swell Oyster Company	Sales office	Hampton Harbor
Shoals Run Fishing Charters	Passenger Vessel	Rye Harbor
Smitty's State Pier Lobster Pound	Retail lobster sales	Hampton Harbor
South End Charter Company	Passenger Vessel	Rye Harbor
Star Island Corp.	Berthing for 2 vessels to support operations on Star Island	Burge Wharf

Recreation Development Authority
Division of Ports and Harbors
Biennial Report FYE June 2020 & June 2021
(July 1, 2019- June 30, 2021)

Stevens Fishing Charters	Passenger Vessel	Hampton Harbor
Sunrise Adventure Charters	Passenger vessel	Rye Harbor
Taylor'd Charters	Passenger Vessel	Rye Harbor
Tontine Fishing	Passenger Vessel and Ticket	Rye Harbor
	Sales building	
Savage Charters	Passenger Vessel	Rye Harbor
Vintage Fish Company	Passenger Vessel and Ticket	Rye Harbor
	Sales building	
Yellow Bird Fishing Charters	Passenger Vessel	Hampton Harbor
XI Northeast Fishery Sector	Office space rental	Portsmouth Commercial Fish Pier

**5 – PROJECTS FOR THE DEVELOPMENT OF
DIVISION OF PORTS AND HARBORS PROPERTY
FOR THE FISCAL YEAR PERIODS ENDING
JUNE 30, 2020 AND JUNE 30, 2021**

PORT DEVELOPMENT PROJECTS

Date Issued/Approved	Project Description
November 7, 2019	Design began for rehabilitation of the failed seawall (bulkhead) at the Portsmouth Commercial Fish Pier on Peirce Island
November 15, 2019	Dredging of Hampton/Seabrook Harbor began and was completed in March of 2020
June 2020	Construction began on PFP Seawall replacement
June 22, 2020	BUILD Main Wharf Rehabilitation Design started
June 7, 2020	Construction began on repairing the failed seawall (bulkhead) at the Portsmouth Commercial Fish Pier on Peirce Island
January, 2020	Annual Dredge Report-Issued in accordance with RSA 12-G:45, I
November 15, 2020	Dredging of Rye Harbor began and was completed in March of 2021
January, 2021	Annual Dredge Report-Issued in accordance with RSA 12-G:45, I
March 2021	Agreement with the Army Corp for dredging of the Uppermost Turning Basin of the Piscataqua River

6 – PROGRAMS AND INFORMATIONAL MEETINGS

HELD BY THE DIVISION OF PORTS AND HARBORS

FOR THE FISCAL YEAR PERIODS ENDING

JUNE 30, 2020 AND JUNE 30, 2021

The Pease Development Authority (PDA) is a public body established under state statute and governed by a Board of Directors (RSA-12-G). As a public body, the PDA is subject to the requirements of RSA 91-A, ACCESS TO GOVERNMENTAL RECORDS AND MEETINGS. The business of the Pease Development Authority, including the Division of Ports and Harbors is conducted at public meetings all in accordance with RSA 91-A. During the reporting period the PDA held twenty (20) meetings for the purpose of conducting the business of the Authority including the Division of Ports and Harbors.

The PDA has standing committees comprised of three (3) board members for each committee. Of the standing committees, the Finance Committee and the Port Committee advise the Board on activities at the Division of Ports and Harbors. The Finance Committee reviews reports prepared by the PDA Finance Department that document the financial status of the Division. The Port Committee also reviews the financial reports and reviews issues and proposals to be presented before the Board and makes recommendations. Both committees act in accordance with RSA 91-A. During the reporting period, the Finance Committee held two (2) meetings and the Port Committee held two (2) meetings.

PEASE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

<u>2019</u>	<u>2020</u>	<u>2021</u>
8/22	1/16	6/17
9/19	4/16	8/19
10/17	5/21	9/16
11/21	6/18	10/21
12/19	8/20	11/18
	9/17	12/16
	10/15	
	11/19	
	12/22	

PEASE DEVELOPMENT AUTHORITY FINANCE COMMITTEE

<u>2019</u>	<u>2020</u>	<u>2021</u>
11/18	No meetings due to Covid	9/13
		11/15

PEASE DEVELOPMENT AUTHORITY PORT COMMITTEE

<u>2019</u>	<u>2020</u>	<u>2021</u>
10/3/2019	No meetings due to Covid	7/15/2021

DIVISION OF PORTS AND HARBORS ADVISORY COUNCIL

<u>2019</u>	<u>2020</u>	<u>2021</u>
9/11	1/8	1/13
10/9	2/12	2/10
11/13	6/10	3/10
12/11	9/9	4/14
	10/14	5/12
	11/10	6/9
	12/9	

DIVISION OF PORTS AND HARBORS PUBLIC INFORMATION PROGRAMS

Due to the impact of the Covid-19 pandemic, public outreach programs were limited during the reporting period, but there are 2 to report as follows:

October 27, 2020 Army Corp of Engineers “Small Boat Harbor” Virtual Presentation

November 3, 2020 Tour of the Market St. Marine Terminal for Portsmouth City
 Manager and Economic Development Director

**7 – ENVIRONMENTAL REPORTS,
INVESTIGATIONS, AND PERMITS
FOR THE FISCAL YEAR PERIODS ENDING
JUNE 30, 2020 AND JUNE 30, 2021**

UNDERGROUND STORAGE FACILITY (FUEL)

The Division operates underground fuel storage tanks at the Portsmouth Commercial Fish Pier, the Rye Harbor Marine Facility, and the Hampton Harbor Marine Facility. These underground storage facilities are required by NH-DES to be inspected and permitted. The inspections include:

- Permit to Operate Underground Storage Facility
- Annual Line Leak Detector Test
- Annual Leak Monitoring and Overfill Protection Test
- Yearly Maintenance Inspections of Vapor Recovery System
- Monthly Inspections of Vapor Recovery System

ENVIRONMENTAL REPORTS*

9/26/2019	3 rd Quarter 2019 Storm Water Sampling Report
12/31/2019	4 th Quarter 2019 Storm Water Sampling Report
2/27/2020	1 st Quarter 2020 Storm Water Sampling Report
3/4/2020	Sediment Sampling-Rye Harbor Dredge project
6/30/2020	2 nd Quarter 2020 Storm Water Sampling Report
9/10/2020	3 rd Quarter 2020 Storm Water Sampling Report
9/14/20-12/4/2020	BUILD Project: soils and groundwater sampling in advance of construction to aid in compliant management of shoreside materials
12/31/2020	4 th Quarter 2020 Storm Water Sampling Report
3/18/2021	1 st Quarter 2021 Storm Water Sampling Report
3/26/2021	Collection of excavation water samples-NH Commercial Fish Pier Bulkhead replacement project
6/22/2021	2 nd Quarter 2021 Storm Water Sampling Report

*Reports are available at the Division office upon request

PERMITS

3/17/2020	Wetlands and NonSite Specific Permit, Portsmouth Commercial Fish Pier
11/21/2020	Amended Wetlands and NonSite Specific Permit, Portsmouth Commercial Fish Pier
6/18/2021	Underground Storage Tank Permit, Portsmouth Commercial Fish Pier

8 – SUMMARY

PROPOSALS FOR THE SALE OF DIVISION PROPERTY

In accordance with RSA 12-G:43-a, II (e), the Division of Ports and Harbors reports that the Pease Development Authority has no plans for the sale of any Division property.

RECOMMENDATION FOR THE PORTS AND HARBORS FUND

In accordance with RSA 12-G:43-a, II (a), the Division recommends that the Ports and Harbors Fund remain a nonlapsing fund.

CONCLUSION

In July 2001, the New Hampshire Legislature merged the New Hampshire Port Authority administratively with the Pease Development Authority (PDA) creating the Division of Ports and Harbors (Division). The responsibilities of the Division grew as management and oversight of the Portsmouth Commercial Fish Pier and the Rye and Hampton Harbor Marine Facilities were assumed by the Division. With the oversight of the PDA, the Division became self-funding and has not required an operating appropriation from the Legislature since the merge. Maintenance and improvements to each of the properties that the Division manages have been funded from operating revenues into the Ports and Harbors Fund.

This report documents the ongoing business and property development projects and the efforts of the Pease Development Authority and the Division of Ports and Harbors to improve the environmental impacts of port operations. Building on this report, future reports will document the conclusion of these projects and the initiation of new projects for the betterment of the State of New Hampshire and the people who live and work here.

Respectfully Submitted,



Geno J. Marconi
Division Director

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: August 8, 2022
Re: Rye Harbor Marine Facility – Police Detail Requirement for Right of Entry Holder(s)

At the Pease Development Authority Board of Directors' meeting on April 21, 2022, it granted waivers to Rye Harbor Marine Facility Right-of-Entry (RoE) holders to sell restaurant style food items subject to certain conditions, the first of which was a provision of a police detail on weekends and holidays. The Board indicated in its motion that it would review this requirement at its June and August meetings. The only RoE holder to accept the waiver for this summer season is Rye Harbor Lobster Pound (RHLP). Securing a police detail for weekend and holiday work has proved difficult, if not impossible. As such, since the July 4th holiday weekend, PDA and DPH staff have provided traffic and parking control assistance on weekends and holidays, at RHLP's expense, which has generally been effective at managing traffic flow in and out of the facility.

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market St., Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Swell Oyster Company LLC. ("Swell"), 196 Drinkwater Rd., Hampton, NH 03844 to use property of the State of New Hampshire, Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH 03842 (the "Premises") pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Hampton Harbor Marine Facility

PURPOSE OF ROE: Charter Boat Operations & Customer Parking

PERIOD OF USE: July 15, 2022-June 30, 2023

PARKING FEE: \$5.00 per vehicle

The ROE is given subject to the following conditions:

1. The term of this ROE shall be from July 15, 2022 through June 30, 2023. Requests for extension or renewal shall be submitted to the DPH Director in writing by April 1, 2023.
2. Swell's customers shall have nonexclusive use of parking spaces situated at the Premises parking lot. PDA-DPH will charge customers a \$5.00 parking fee per car for any vehicle using the Marine Facility parking lot. Parking fees are subject to change during the term of this ROE in accordance with Administrative Rules PART Pda 610.
3. Swell shall obtain a separate Pier Use Permit in connection with its charter operation which allows nonexclusive access to the Premises pier, in accordance with N.H. Administrative Rules Part Pda 600.

4. Swell shall be familiar with and follow Administrative Rules CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Divisions web site, www.portofnh.org.
5. In accordance with Administrative Rule Pda 603.11 (a), Swell acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
6. In accordance with Administrative Rule Pda 603.11 (b), Swell acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
7. The scheduling of departures and arrivals in connection with any activity allowed under this ROE will not interfere with the scheduled use of common areas or adjoining areas by other entities which have actively conducted business at the Premises and have been previously issued an ROE(s) by PDA-DPH.
8. Swell shall indemnify, defend (with counsel acceptable to the State of New Hampshire and PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
 - A. From any condition of the Premises including any building structure or improvements thereon for which Swell has taken possession of hereunder;
 - B. From any breach or default on the part of Swell to be performed pursuant to the terms of this ROE, or from any act or omission of Swell, or any of its agents, contractors, servants, employees, licensees or invitees; or
 - C. From any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including, but not limited to piers, docks, gangways, ticket office and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this ROE.
9. On or before the effective date of this ROE, Swell and any agent, contractor, or vendor of Swell shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A.
10. Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New

Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch. 491:8 as the same may be amended.

11. **Swell** will obtain advance approval for all signs and advertisements posted on the Premises. In all cases, the decision of PDA-DPH shall be final.
 12. **Swell** may terminate this ROE by giving PDA-DPH a thirty (30) day notice in writing. The provisions of paragraph 8 shall survive termination.
 13. PDA-DPH reserves the right to terminate this ROE upon thirty (30) days' notice for, including, but not limited to, violations of any Administrative Rules or policies of the PDA-DPH. The provisions of paragraph 8 shall survive termination.
 14. PDA-DPH may terminate this ROE by giving **Swell** thirty (30) days advanced written notice of termination in the event of the failure of **Swell's** to perform, keep or observe any of the conditions of the ROE and the failure of **Swell** to correct the default or breach within the time specified by PDA-DPH. The provisions of paragraph 8 shall survive termination.
 15. This ROE may be terminated immediately by PDA-DPH in the event **Swell** fails to provide proof of insurance coverage or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. The provisions of paragraph 8 shall survive termination.
 16. In the performance of this ROE, **Swell** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of **Swell** or any of its officers, employees, agents or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Swell** nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **Swell** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Swell** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.
 17. In connection with the performance of this contract, **Swell** agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Swell**.
-

18. Swell shall obtain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.
19. Swell is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
20. Swell shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at the Premises and for picking up garbage and rubbish its operations generate and depositing same at a designated location on the Premises where PDA-DPH can dispose of it.
21. Swell may not self-fuel any boat used in connection with this ROE on the premises. Swell will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner and associated vessel must have a fuel variance approved by the Office of the State Fire Marshall in accordance with BULLETIN #2015-07 as may be amended from time to time. Subject to increases which may be implemented from time to time, the vendor will pay PDA-DPH \$0.10 per gallon.
22. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.
23. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and Swells for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his/her authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. Swell shall be represented, at a minimum, by one (1) officer/member of the company.
24. To the extent applicable, Swell agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the premises subject to this ROE as a consequence of the application of RSA 72:23 I. Swell agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event Swell shares a larger parcel of land and lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of Swell to pay its duly assessed personal and real estate taxes when due shall be cause to terminate said ROE by PDA-DPH. Swell shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 73:23 I as a result of Swell failure to pay said taxes.
25. This RoE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.

Swell Oyster Company, LLC.
Charter ROE, Hampton
5

26. **This RoE** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left blank-Signature page follows]

Swell Oyster Company, LLC.
Charter ROE, Hampton
6

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: 8/2/2022

Baeline A. O'Neil
Witness signature


Paul B. Brean, Executive Director, PDA

Baeline A. O'Neil
Witness printed name

SWELL OYSTER COMPANY, LLC

Date: 7/15/22

Conor Walsh
Witness


Russ Hilliard, Member

Conor Walsh
Witness printed name


Witness

Conor Walsh
Conor Walsh, Member

RUSSELL HILLIARD
Witness printed name

EXHIBIT A


MINIMUM INSURANCE REQUIREMENTS CHARTER RIGHT OF ENTRY HOLDERS, WITH AN ASSOCIATED BUILDING, OPERATING ON THE PROPERTY OF THE STATE OF NH, PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS (PDA-DPH)

All Charter Right of Entry holders with an associated building are required to provide a Certificate of Insurance ("COI") to the Pease Development Authority-Division of Ports and Harbors ("PDA-DPH") before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. ROE holder shall ensure renewal certificates of insurance are on file with PDA-DPH prior to policy expiration dates. Failure to comply with the requirements set forth herein may cause a delay in opening for business on schedule or result in the immediate termination of this contract.

The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than \$1,000,000.00 per occurrence.
2. **Protection and Indemnity:** shall provide for a liability limit on account of each accident resulting in bodily injury, death, or property damage to a limit of not less than \$1,000,000.00 per occurrence.
3. **Dockside liability endorsement:** Covering piers, gangways, and docks
4. **Automobile Liability:** One (1) million dollars automobile liability coverage.
5. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
6. **Additional Insureds:** State of New Hampshire, Pease Development Authority, and Division of Ports and Harbors, must be named as additional insureds under all liability coverages
7. **Certificate Holder:**
Pease Development Authority, Division of Ports of Harbors
555 Market St.
Portsmouth, NH 03801
8. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
9. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage
10. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
11. **Renewed COI's to be forwarded to additional insured prior to previous COI expiration date.**

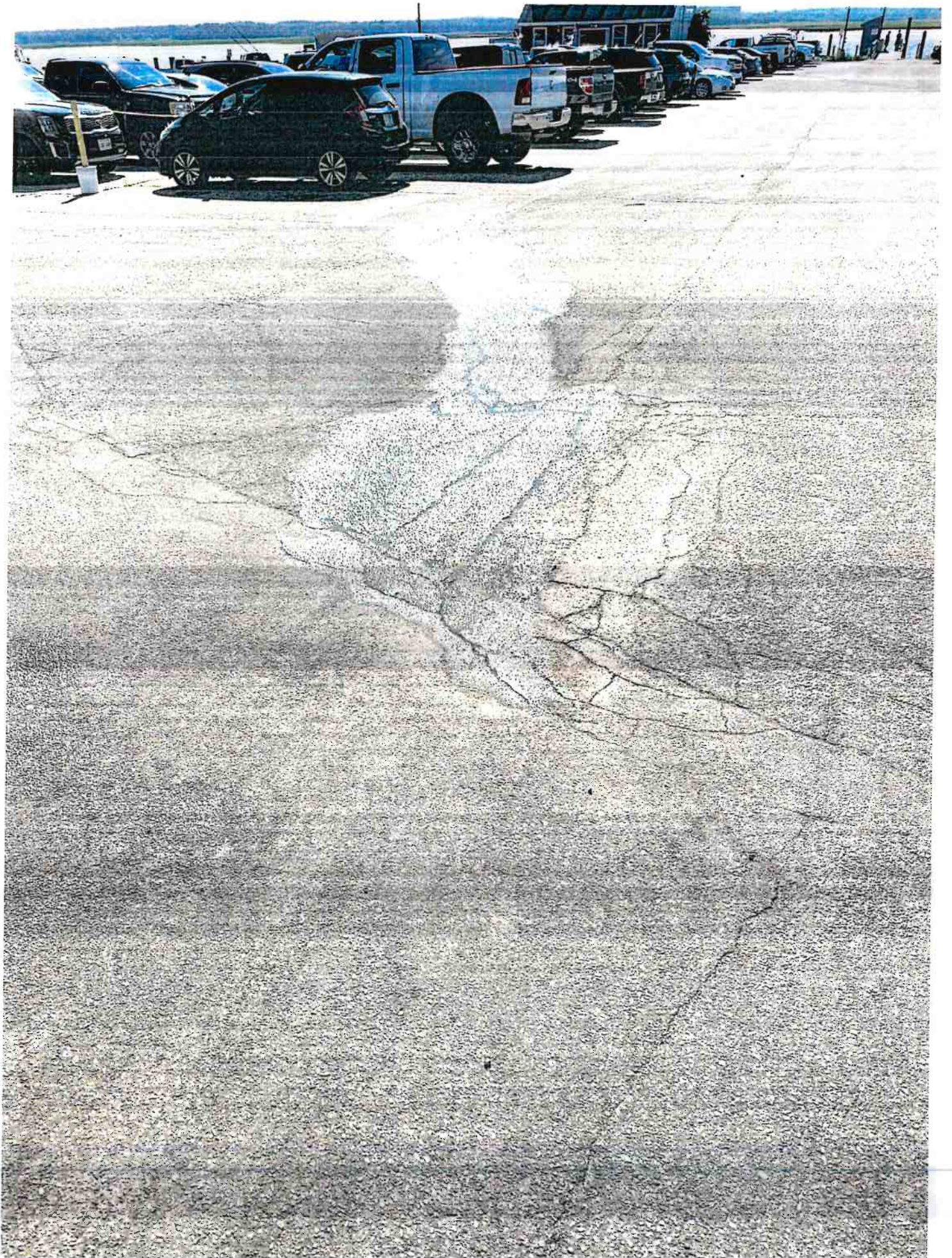
For questions, please contact the Pease Development Authority Legal Department at (603) 433-6348.

Date: August 10, 2022
To: Pease Development Authority (PDA) Board of Directors
From: Geno Marconi, Division Director 
Subject: Hampton Harbor Marine Facility, Water line leak repaired

In late July, 2022, the Division of Ports and Harbors (the "Division") discovered a water line leak at the Hampton Harbor Marine Facility ("Marine Facility") as shown in the attached photos. The leaking water line connects the docks along the bulkhead to the hoses used by the boaters at the Marine Facility. The line was shut down and Operations Manager Whit Anderson reached out to local contractors that have done work for the Division in the past. HL Patten was the only contractor to respond. HL Patten came on site to estimate the cost of the work. While on site, further discussion involved repairing a few pot holes in the parking lot and a sink hole at the edge of the bulkhead. HL Patten gave the Division a total price of \$6600.00 to fix the leak and repair and pave the potholes and sinkhole.

As the cost of the work was less than \$10,000.00, on July 21, 2022, the Division received approval from PDA Executive Director Paul Brean and Director Tom Ferrini, to accept the quote from HL Patten to make the necessary repairs.





MOTION

Director Anderson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to finalize and enter into a Right of Entry with the Northeast Fishery Sector XI for two (2) years, retroactively commencing July 1, 2022, with two (2) options of one (1) year each, subject to the approval of the Executive Director, for office space located at the Portsmouth Fish Pier on substantially the same terms and conditions set forth in the memorandum from Geno J. Marconi, Director of the Division of Ports and Harbors, dated August 4, 2022; attached hereto.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Pease Development Authority (PDA), Board of Directors
FROM: Geno J. Marconi, Division Director (M)
DATE: August 4, 2022
SUBJECT: Office Rental, Portsmouth Commercial Fish Pier

The Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") received a request dated July 28, 2022, from the Northeast Fishery Sector XI (the "Sector") to continue the rental of office space in the building at the Portsmouth Commercial Fish Pier located on Peirce Island (Fish Pier). The Sector, employing one manager, represents the commercial ground fishermen of New Hampshire. The work performed by the Sector manager and the need for the office space at the Fish Pier, is to assist the commercial fishing industry's compliance with federal regulations. Additionally, as explained in the attached request, because the Sector is funded based on the landings in NH, and because the landings have been lower than in typical years, the Sector also requested a reduction in the rental office fee, currently at \$500.00 per month, to \$300.00 per month. The Division works closely with the members of the Sector and supports both of the requests.

Therefore, in accordance with RSA 12-G:43 (b) "Aid in the development of the salt water fisheries and associated industries," the Division recommends that the Pease Development Authority approve a Right of Entry (ROE) to the Sector for the use of office space subject to the following terms and conditions:

- LOCATION:** Portsmouth Commercial Fish Pier.
- PREMISE:** One Hundred Twenty Three (123) square feet of office space and access through common area, including rest rooms, as shown on the attached diagram.
- PURPOSE:** Provide a central location for the manager of the Sectors representing the New Hampshire Ground Fishermen in accordance with Amendment 16 to the Magnuson-Stevens Fisheries Management and Conservation Act.
- FEE:** First year, July 1, 2022 to June 30, 2023 - \$300.00 per month
Subsequent years to be set by May 1 of each year and become effective on July 1 of that year.
- TERM:** Two (2) years commencing on July 1, 2022 through June 30, 2024. The Sector may exercise its right to extend for two (2) one (1) year options subject to the approval of the PDA Executive Director.
- INSURANCE:** Commercial general liability (CGL) in the amount of \$1,000,000 insurance per person/aggregate and workers compensation coverage to statutory limits. CGL to name PDA-DPH and State of NH as additional insureds and be primary and non-contributory with respect to any coverages carried by PDA-DPH, self-insured or otherwise. A waiver of subrogation shall also be included. Automobile coverage in the minimum amount of \$1,000,000 to the extent there is an insurable interest.

XI Northeast Fishery Sector Inc.
1 Peirce Island Road
Portsmouth, NH 03801

July 28, 2022

Geno Marconi
Pease Development Authority
555 Market Street
Portsmouth, NH 03801


Geno,

As you are aware, XI Northeast Fishery Sector Inc. (NEFS 11) has requested a new Right-of-Entry agreement for operations at the Portsmouth Commercial Fish Pier at Peirce Island as our old agreement has expired on June 30, 2022. On behalf of the Board of Directors for NEFS 11, I would like to respectfully request that Pease Development Authority consider a reduction for our monthly fee for the duration of the agreement from \$ 500 to \$ 300. This request is due to our poor short-term financial projections for the sector.

NEFS 11 has been experiencing a slow and steady decline in fishing effort in recent years. In 2015, NEFS 11 had 12 active groundfish vessels that landed approximately 1,000,000 lbs. of groundfish on 630 sector trips. While these numbers were down from the earlier years of the groundfish sector program, effort remained relatively steady through the 2018 fishing year. Since then, we have seen a general downward trend in trips, landings and active vessels. Projections in effort for this year (FY 2022) are approximately 300 trips landing 550,000 lbs. of groundfish from 4 active vessel which is approximately half of the average effort of the past four years.

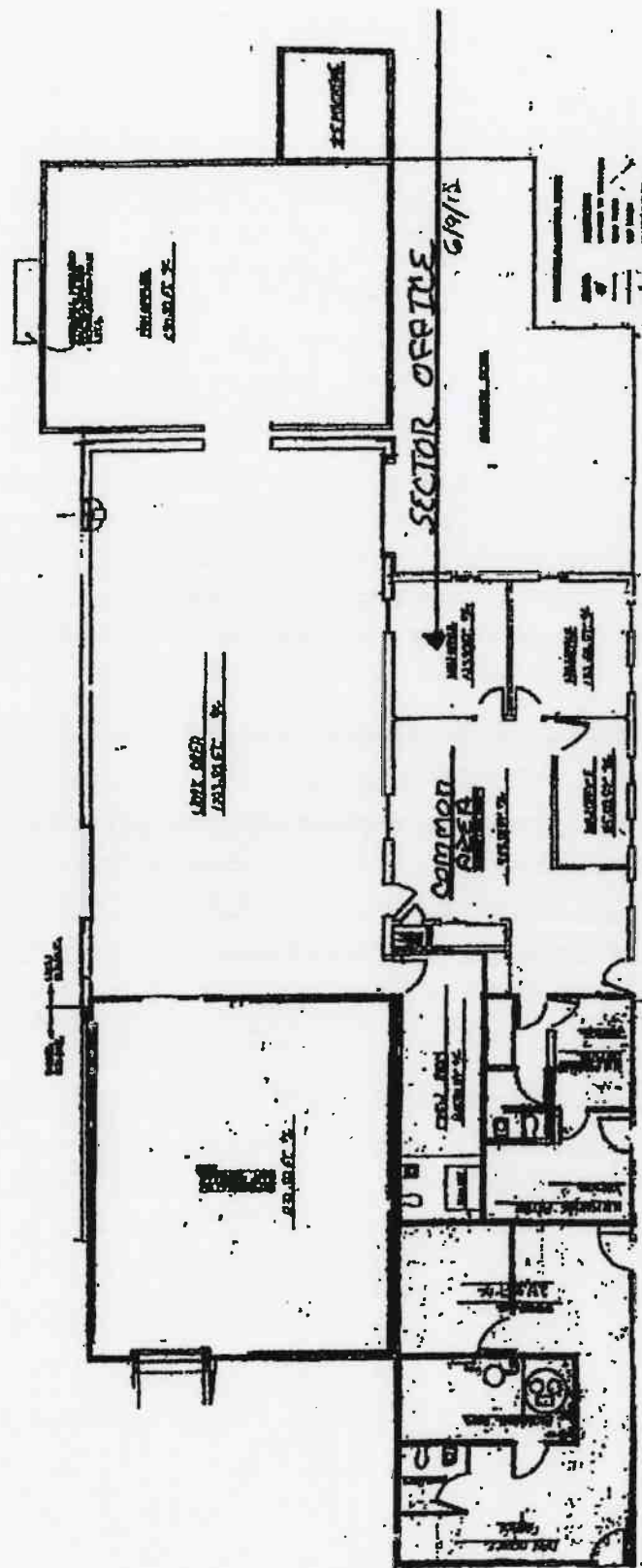
Since NEFS 11 generates the greater part of its operating funds from groundfish landings and based on the effort projections we expect that income will be down significantly in the near term. I have been working closely with the Board of Directors to cut expenses and increase revenue where possible and we feel that a reduction in the monthly fee for Right-of-Entry would be a great help.

Thank you for your consideration of this request.


Daniel Salerno
NEFS 11 Sector Manager

cc: XI Northeast Fishery Sector Board of Directors

A-1



REVISIONS

NO.	DATE	DESCRIPTION
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REVISIONS

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50	6/19/12	ISSUED FOR PERMITTING

DATE: 6/19/12



MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby approves contract Change Order #1 with Riverside & Pickering Marine Contractors with respect to the contract for Hampton Harbor dock improvements approved by the Board on March 17, 2022, and authorizes the Executive Director to expend additional funds in the amount of \$142,635.00 for the construction and installation of 905 square feet of wooden replacement dock floats at the Hampton Harbor Marine facility, through American Rescue Plan Act funds received from the State of New Hampshire; all in accordance with the Memorandum of Geno Marconi, Division Director, dated August 5, 2022, attached hereto.



PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: August 5, 2022
To: Pease Development Authority (PDA) Board of Directors
From: Geno Marconi, Division Director *W*
Subject: Change order #1, Floating dock construction; Hampton Harbor Marine Facility

The Division of Ports and Harbors (the "Division") seeks approval of Riverside & Pickering Marine Contractors ("R & P") change order #1 (attached) to expend an additional \$142,635.00 from the awarded American Rescue Plan Act ("ARPA") funds for the purpose of construction and installation of 905 sq. ft. of wooden replacement floats at the Hampton Harbor Marine Facility ("Hampton").

With assistance from the Governor's Office for Emergency Relief and Recovery (GOFERR) and approval by the NH Governor and Executive Council and the Joint Legislative Fiscal Committee, the Division was awarded ARPA funds in the amount of \$560,000.00 to rehabilitate the Hampton dock, of which \$313,817.50 has been **expended on the project**. R & P is the **contractor** awarded the project contract to construct and install the 130' southern floating dock, 8 steel guide piles, and replace the concrete dock with a wooden dock. The PDA Board approved the contract with R & P at its March 17, 2022 meeting. The remaining 905 sq. ft. section of floating docks (see attached graphic and drone photo) have deteriorated beyond the point that regular maintenance can keep them in a serviceable condition. As such, they require replacement to further ensure the safety and usability of the facility by commercial and recreational boaters. The Division received the change order from R & P to construct and install the wooden floating docks for an additional contract cost of \$142,635.00. If the expense is approved, there will be \$103,547.50 remaining in the awarded ARPA funds.

Therefore, for the foregoing reasons, the Division recommends the PDA Board of Directors authorize the Division Director to execute change order #1 to the above-referenced contract with Riverside and Pickering Marine Contractors, and approve the expense of \$142,635.00 from the ARPA funds to construct the replacement wooden floats for the Hampton Harbor Marine Facility.

○ ○ ○ ○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

RIVERSIDE & PICKERING

MARINE CONTRACTORS

34 Patterson Ln
Newington NH 03801
Phone (603) 427-2824
Fax (866) 571-7132

Change Order #1

Date 07/26/22
Customer ID C007-1688-22
Revision 1

OWNER: Pease Development Authority C/O Geno Marconi
Hampton Harbor State Marine
Hampton NH 03842

Dear Geno,

As requested, Riverside Marine Construction, Inc., dba Riverside & Pickering Marine Contractors is pleased to submit this change order in reference to the executed contract to provide services at the property address noted above. The following is a description of changes to be applied to the existing scope of work:

ITEM #	DESCRIPTION	AMOUNT
	ORIGINAL PROPOSAL #3 TOTAL:	\$ 307,405.00
ADD	CONSTRUCTION:	
	FLOAT CONSTRUCTION:	
a)	The wooden float system consists of 905 sq. ft. of HD wooded floats. Construction and installation shall be performed as detailed in the Appledore Marine Engineering, LLC plans dated 02/02/2022: i. Pricing includes installation of float skids to prevent the float from landing in the substrate ii. Pricing includes installation of custom fabricated galvanized steel pile brackets iii. Floatation shall be 16" rotationally-molded poly float drums with a 15 year warranty (by MFR)	\$ 122,310.00
ADD	FLOAT DELIVERY AND INSTALLATION:	
a)	Deliver and install the 905 square foot float system	\$ 11,200.00
ADD	DISPOSAL:	
a)	Dispose of existing 905 square foot float system off site	\$ 9,125.00
	CHANGE ORDER #1 ESTIMATED TOTAL:	\$ 142,635.00
	NEW ESTIMATED CONTRACT TOTAL:	\$ 450,040.00

CHANGE ORDER #1 PAYMENT TERMS:

- ONE HUNDRED SIX THOUSAND NINE HUNDRED SEVENTY DOLLARS AND 00/100 (\$106,970.00) due upon construction of the 905 sq. ft. float system and delivery to the project location
- THIRTY FIVE THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS AND 00/100 (\$35,665.00) due upon installation of the 905 sq. ft. float system

PLEASE NOTE:

- * ALL INVOICES ARE DUE UPON RECEIPT UNLESS OTHERWISE STATED. UNPAID BALANCES SHALL BE SUBJECT TO INTEREST AT A RATE OF 18% PER ANNUM. OWNER IS RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES
- * ANY CREDITS DUE OWNER SHALL BE APPLIED AT TIME OF FINAL INVOICE

All other Terms and Conditions remain in full force and effect

AUTHORIZED:

Signed:

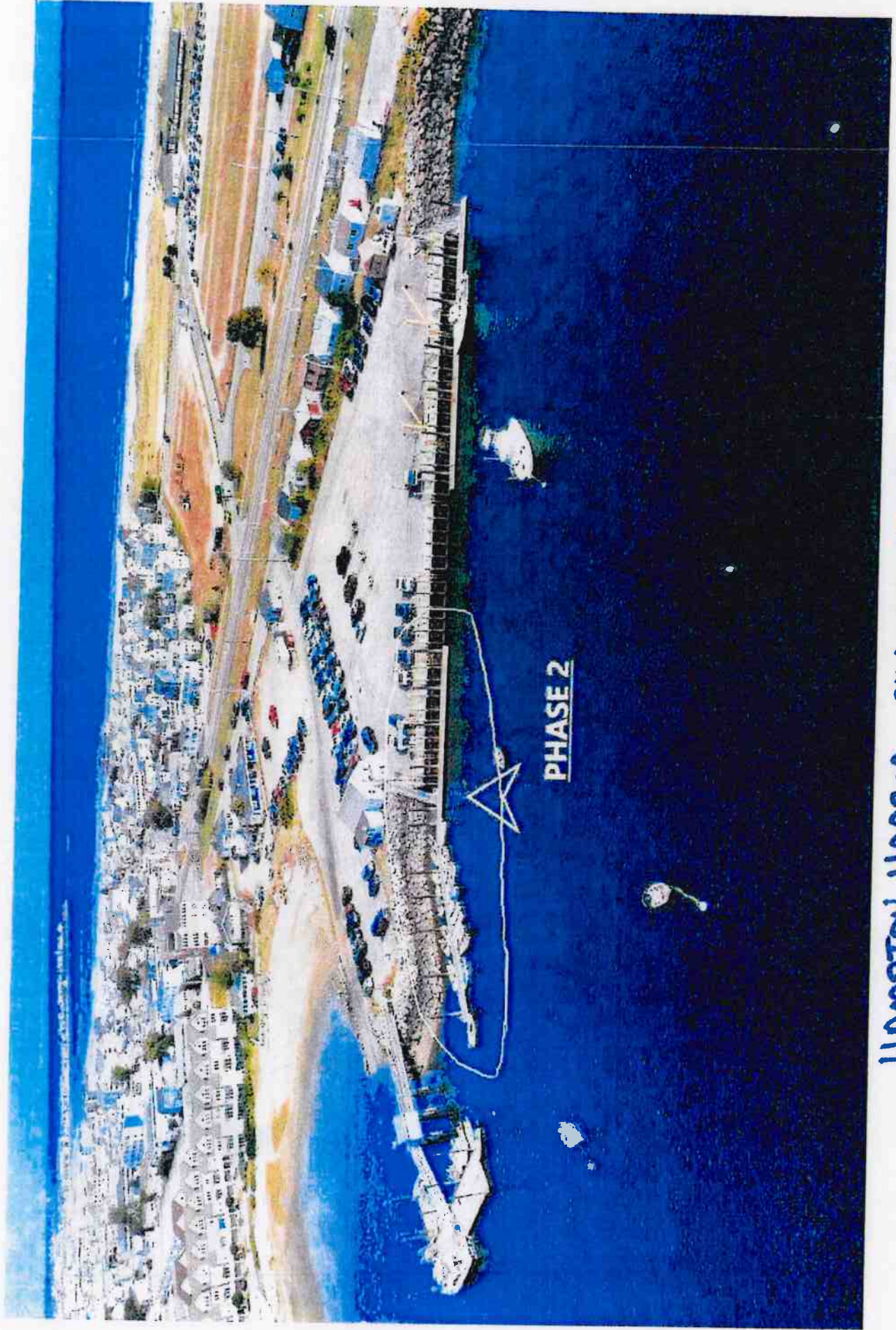
By: 
Doug Anderson, Vice President

ACCEPTED:

Signed:

By: _____
Geno Marconi or Authorized Representative

Date: _____



PHASE 2

HAMPTON HARBOR CHANGE ORDER 1 FLOATING DOCK

MOTION

Director Lamson:


The Pease Development Authority ("PDA") Board of Directors authorizes the Executive Director to finalize and execute Amendment #1 to the contract with Appledore Marine Engineering, LLC, originally approved by the PDA Board of Directors on April 20, 2018, for the purpose of conducting design, engineering and permitting work for the Barge Dock Functional Replacement Project, in an amount not to exceed \$4,860,091.00, subject to funding by the Federal Highway Administration; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated August 5, 2022, attached hereto.



PEASE
INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority Board of Directors
From: Geno Marconi, Division Director 
Date: August 5, 2022
Re: Functional Replacement Project, Appledore Marine, Contract Amendment 1

The Division of Ports and Harbors (the "Division") seeks authorization to accept and approve a contract amendment for design work on the Functional Replacement of the Barge Dock project. The Division has been working with the New Hampshire Department of Transportation ("NHDOT") on the Functional Replacement of the Barge Dock Project since the completion of the construction of the new Sarah Mildred Long Bridge. The realignment of the new bridge resulted in loss of use of the Barge Dock. As a result, the Division has an agreement with NHDOT to bring the facility back to full functionality, funded 100% through Federal Highway ("FHWA") funds. The project has been ongoing since 2018, but was put on hold by NHDOT in August of 2019, due to an increase in the projects estimated construction budget, outlined in the 65% design completion submittal. Several other factors impacted the restarting of the design efforts, including NHDOT completing a Peer Review of the Division's 65% design plan, and NHDOT applying for a PIDP Grant to try to seek additional funding for the project. In December of 2021, the Division was notified that NHDOT was not awarded the PIDP Grant and that design efforts should proceed.

Given the project delay of over 900 days, there have been increases in the design costs, additional regulatory permitting efforts, additional soil testing requirements, new survey requirements, due to the Main Pier Rehabilitation Project (currently under construction), and the additional tasks of construction engineering and management, the addition of the floating dock, and the removal of Pier 14.

With that, the Division's on-call marine engineering consultant, Appledore Marine Engineering, LLC. ("AME") submitted a request for an amendment to the original project contract approved by the PDA Board at its April 20, 2018 meeting, and funded through NHDOT with Federal Highway monies. The attached amendment outlines the proposed scope of work. As required, the Division conducted an Independent Government Evaluation (IGE) and negotiations with AME on the proposed fee for the amendment. AME's fee was \$5,003,696.00 and the Division's estimated fee was \$4,220,505.00. The Division and AME met, negotiated, and agreed on a final fee of \$4,860,091.00. Major negotiations were based on a reduction in hours for Submittal Reviews by AME and a review of the compliance requirements on the Project Records portion of the project. The Division submitted the proposed Amendment to NHDOT, which is in the process of submitting the amendment to FHWA for final approval. NHDOT is confident that FHWA will approve the Amendment and its associated cost and project design efforts can proceed.

Therefore, the Division recommends the PDA Board of Directors approve the AME Contract Amendment, in the amount of \$4,860,091.00, subject to receipt of final approval by FHWA.

Background & Objective:

The Sarah Mildred Long Bridge replacement project resulted in partial removal of the Port Authority's Barge Wharf due to realignment of the bridge. To compensate the Port Authority for the loss of the use of the Barge Wharf, compensatory mitigation was proposed. The mitigation included a north and south extension to the existing Main Wharf, fender system replacement, dredging, and shore side alterations.

The 65% design submission was made in May 2019. The project was placed on hold shortly after awaiting allocation of appropriate funding for construction. An amendment is required to restart the design process to address design funding. The following tasks provide the necessary engineering studies and design services to bring the project through completion and includes construction phase services.

Scope of Amendment No. 1:

1. Project Delay

- a. Project hold of 850 days requires the team to spend effort in restarting the project, reviewing status of documents, applicable codes, and regulation changes, and holding meetings to restart the project with owner and subconsultants.
- b. Additional meetings with NHDOT because of construction cost at the 65% submission, requiring preparation and follow-up.
- c. The peer review completed at the 65% submission stage required the team review and follow-up with comments.
- d. Additional team meetings required by the project delay to brief team members on project status and respond to DOT and other agency queries.
- e. Delay in project will require a new hydrographic survey in order to capture the current existing bathymetry for calculating dredge quantities.
- f. Additional draft submission following restart of the project to reflect updated project documents to reflect changes at the site, regulations, and codes.
- g. Under the original scope, the Functional Replacement project was to be constructed prior to the BUILD project. Due to the delay, the BUILD project will be constructed first and is currently under construction. This will require additional site visits, surveys, and revisions to the project documents to ensure plans accurately reflect existing site conditions.

2. Environmental Tasks

- a. Regulatory permit changes require the team to review current regulations and re-initiate consultation with regulators and due to length of delay additional unanticipated meetings will need to be completed. Regulatory permit documents will be updated and prepared for submission. Updates include plan revisions,

construction narratives. This also include responding to agency questions and comments on application submittals.

- b. Prepare and submit an amendment to the NHDES Dredge and Fill application to address design changes.
- c. The Functional Replacement AoT permit was originally scoped prior to the BUILD project. Since the BUILD project ended up in construction prior to the Functional Replacement, additional review/coordination of the AoT permit is required as well as updates to reflect the current site conditions and interaction with BUILD construction.
- d. The planned dredge disposal site (Cape Arundel) closed during the project hold period. This will require permit updates since the 2019 biological assessment states the material will be taken to Cape Arundel.
- e. Additional in situ PCB characterization is required at an appropriate grid spacing to collect shallow (0 to 0.5 ft) soils based on area of riprap disturbance proximal to the Piscataqua River embankment on both the North and the South Extension areas. BUILD project characterization sampling identified PCB impacts proximal to the river. Therefore, samples will be collected using hand methods to vet the conceptual site model of limited impacts riverward of the berm on the south end area and in the storm water drainage swale at the north end area.
- f. Increased awareness and new regulations requiring the testing of soils and groundwater for PFAS contamination. Previous assessment did not include PFAS analyses, as it was not a consideration relative to disposal costs when the project was scoped and implemented.
- g. Delay and change in regulations require resampling of dredge material, as determined based on recent meeting with the US ACOE.

3. Design Optimization

- a. A Comprehensive process to seek cost reductions to the 65% design included a review of alternative approaches, optimization of layout of structural members, and research of alternative means of construction. Multiple meetings were held with design team members to evaluate potential alternatives. Potentially viable alternatives were progressed through preliminary design to allow the completion of cost estimates.
- b. An independent consultant performed a peer review of the 65% plans, specifications and cost estimate in order to identify areas of potential cost savings. The design team reviewed the independent peer review, developed responses to a list of questions and held meetings with the design team to review. This resulted in additional meetings and coordination with the NHDOT.

4. Floating Dock Relocation

- a. The existing floating dock is located north of the Main Wharf adjacent to the Barge Wharf. The existing floating dock is currently located within the footprint of the North Extension. In order to construct the North Extension, the floating dock, gangway, and electrical equipment will be relocated along the face of the Barge Wharf. The existing rock socketed guide piles will be cut and disposed and new rock socketed guide piles will be installed to secure the dock. This task will involve the design of the new guide piles, electrical system, gangway platform and modifications to the existing dock for the new location.

5. Bridge Pier 14

- a. Bridge Pier 14 is located north of the Main Wharf within the footprint of the North Extension. The bridge pier will require partial demolition to facilitate installation of the North Extension.

6. Submissions

- a. Three submittals are required to include; 60% (submitted 2019), 85%, and 100%. The 85% submittal was not originally required. This requires the completion of plans, specifications, and cost estimate for this submittal. The submittal will require internal coordination meetings. It also includes time to respond to DOT/FHWA comments and incorporation of those comments into the 100% submittal.
- b. Detailed cost estimates with supporting documentation for quantities and unit prices.

7. PIDP Grant Development Support

- a. Consultation, meetings, and cost estimating to support the development of a PIDP grant application to seek additional project funding.

8. Additional Environmental Sampling

- a. Revisions to the **pre-characterization** work plan by the U.S. EPA requiring sampling and polychlorinated biphenyl (PCB) analyses of shallow soils in the shallowest 0.5 foot increment of soil (the original scope specified samples at 2 foot increments) – a net increase of 75 samples when other offset to work areas are considered; clarification that dedicated expendable sampling equipment may need to be disposed of as PCB remediation waste although excess soil samples can be placed back in the borehole of origin (the original budget assumed disposal as solid waste at no additional cost) – disposal for 2 drums as PCB remediation waste is included; the request for the submittal of a data report with initial soil sample results for an determination by the EPA whether the proposed grid spacing (up to 30 feet in some areas) is adequate to characterize the soils (the original scope deliverables were a final report and updates to the Soil and Materials Management Plan);
- b. Site civil design changes that result in modifications to the work plan, i.e., a modification of the sampling area and depth, and proposed deep structures in the northern area of planned work that are likely to require dewatering during installation (and therefore warrant groundwater characterization for planning purpose) – increases in drilling cost (materials to install two wells, labor to install, document and sample the wells, and analyses the samples for volatile organic compounds (VOCs), polynuclear **aromatic hydrocarbons** (PAHs), and Resource Conservation and Recovery Act (RCRA) metals;
- c. Identify underground utilities (namely security camera cable and electrical) without as-built drawings in areas of planned 10-foot grid spacing that will require a utility locating service to be proactive in safeguarding drilling contractors and to minimize the potential for utility damage.
- d. Follow-up meeting with the U.S. EPA to review initial and/or final results.

9. Construction Engineering

- a. Provide overall project management.
- b. Full-time on-site field inspector (40 hours/week) for the duration of construction.
- c. Site visits to manufacturer's facilities (i.e., precast plant).
- d. Consultation and engineering services to assist the contractor and owner with project questions and clarifications.
- e. On site preconstruction meeting.

- f. Weekly construction meetings and construction meetings prior to the start of any major activity.
- g. Review for compliance with overall design intent, shop drawings, material certifications, and other submittals by the contractor.
- h. Respond to Request for Information (RFIs) from the Contractor.
- i. Review change order requests from the Contractor.
- j. Assisting with office administration of the contract.
- k. LPA construction requirements, project records, quality assurance, and measurement and documentation of quantities.
- l. General assistance in reviewing and processing Application for Payment
- m. Contaminated soil and groundwater management
 - i. Assist the contractor with coordinating with the receiving facility and their requirements.
 - ii. Demarcate PCB impacted areas for clean up.
 - iii. PCB end point sampling
 - iv. Full time oversight by environmental consultant during PCB excavation
 - v. Full time oversight by environmental consultant during earth work operations
 - vi. Full time oversight by environmental consultant during south extension pile installation
 - vii. Stockpile sampling
 - viii. Groundwater treatment sampling
 - ix. Groundwater discharge report review
 - x. PCB completion report for submittal to the U.S. EPA
- n. Assist the contractor with questions relating to permit conditions and environmental regulatory requirements.
- o. Review of the blasting plan prepared by the contractor prior to submittal to the National Marine Fisheries Services and NH Fish & Game.
- p. Alteration of Terrain (AoT) close out.
- q. Prepare record drawings.
- r. Completion of project documents that must be maintained for Federal Reimbursement.

Assumptions

- a. Construction Engineering is based on 144 week duration.
- b. Construction Engineering is based on a July 2023 bid date with on site construction starting late 2023.

AMENDMENT 1
NEGOTIATED FEE

AME & NH PORT AUTHORITY-AMENDMENT 1, FEE PROPOSAL WORKSHEET-NEGOTIATED FEE

FIRM NAME: Appledore Marine Engineering, LLC
Contract No. 15731-15731C
Project Title Main Pier Functional Replacement Design
Amendment #1

DATE: 7/18/2022

Project Delay	80,110.86
Environmental Tasks	194,347.54
Design Optimization	82,722.32
Floating Dock Relocation	46,238.33
Bridge Pier 14	8,922.82
Submissions	40,666.42
PIDP Grant Development Support	8,184.44
Additional Environmental Sampling	25,681.89
Construction Engineering	4,373,216.29

TOTAL **\$4,860,091**

A&E FEE PROPOSAL WORKSHEET

FIRM NAME: Appledore Marine Engineering, LLC
Contract No. 15731-15731C
Project Title Main Pier Functional Replacement Design
Amendment #1

DATE: 18, July 22

Project Delay	80,110.86
Environmental Tasks	194,347.54
Design Optimization	82,722.32
Floating Dock Relocation	46,238.33
Bridge Pier 14	8,922.82
Submissions	40,666.42
PIDP Grant Development Support	8,184.44
Additional Environmental Sampling	25,681.89
Construction Engineering	4,516,820.90
TOTAL	\$5,003,696

Estimate of effort by
NH Port Authority

GM

7/12/2022

NH PORT AUTHORITY IGE	
FIRM NAME:	Appledore Marine Engineering, LLC
Contract No.	15731-15731C
Project Title	Main Pier Functional Replacement Design Amendment #1
DATE:	June 8, 2022
Project Delay	83,185.48
Environmental Tasks	193,577.58
Design Optimization	78,883.70
Floating Dock Relocation	50,145.65
Bridge Pier 14	7,962.60
Submissions	44,442.38
PIDP Grant Development Support	17,040.17
Additional Environmental Sampling	26,029.33
Construction Engineering	3,719,238.20
TOTAL	\$4,220,505

MOTION

Director Parker:

WHEREAS, RSA ch. 12-G provides that the Board shall appoint an Executive Director, who shall be the chief executive and administrative officer of the Pease Development Authority (“Authority”) and who shall have general and active supervision and direction over the day-to-day business and affairs of the Authority, subject to the direction and control of the Board, and shall perform all such duties as from time to time may be assigned to him by the Board; and

WHEREAS, RSA ch. 12-G further establishes within the Authority a Division of Ports and Harbors (“Division”) and vests the oversight and control of the Division in the Pease Development Authority Board of Directors; and

WHEREAS, RSA ch. 12-G further provides that the Board shall appoint a Division Director who shall be the administrative officer of the Division and shall have general and active supervision and direction over the day-to-day business and affairs of the Division and its employees, subject, however, to the direction and control of the Board and the Executive Director; and

WHEREAS, the Authority has duly enacted By-Laws in accordance with the provisions of NH RSA 12-G:8, XIX; and

WHEREAS, the By-Laws provide that the Executive Director shall have all the authority of the Chairman with respect to the signing of contracts,

leases, releases, bonds, notes and other instruments and documents approved by the Authority; and

WHEREAS, the Division is undertaking the BUILD Main Wharf Rehabilitation Project at the Market Street Marine Terminal in Portsmouth, New Hampshire, a project of vital importance to the shipping industry, to the continued support of the Portsmouth Naval Shipyard Project, for emergency responder access, and to the New Hampshire seacoast region;

WHEREAS, the Authority deems it necessary for the timely management and regulation of the BUILD Project to delegate to the Division Director, subject to the prior approval of the Executive Director and the PDA Treasurer, the authority to consent to and approve of certain documents in connection with contract change orders pertaining to the project, conditioned upon the prior appropriation of State funds to cover any increase in project costs resulting from said change order.

NOW, BE IT RESOLVED, that the Authority does hereby delegate to the Director of the Division of Ports and Harbors the authority to consent to, approve, and execute certain contract change order documents in accordance with the terms and conditions of the *Delegation to the Director of Ports and Harbors: Consent, Approval, and Execution of Contract Change Order Documents for the BUILD Main Wharf Rehabilitation Project at the Market Street Marine Terminal Portsmouth, NH* project, attached hereto and incorporated herein by reference.

ROLL CALL VOTE REQUIRED.

**Delegation to Director of Ports and Harbors:
Consent, Approval and Execution of Contract Change Order Documents
for the BUILD Main Wharf Rehabilitation Project at the
Market Street Marine Terminal Portsmouth, NH
To**

Summary:

Subject to the conditions set forth below, and at the request of the Director of the Division of Ports and Harbors, this delegation covers the consent, approval, and execution of contract change order documents by the Director of the Division of Ports and Harbors with MAS Building & Bridge, Inc. relating to the scope of work and contract amount of the BUILD Main Wharf Rehabilitation Project at the Market Street Marine Terminal (555 Market Street), Portsmouth, NH.

The Board has delegated authority to the Director of the Division of Ports and Harbors, subject to State appropriation of required funds and the consent of the Executive Director and the PDA Treasurer, to approve of and execute the required contract change order documentation regarding the BUILD project.

Authorization is granted for the duration of the BUILD Main Wharf Rehabilitation Project with MAS Building & Bridge, Inc. and is subject to the conditions set forth.

Transaction:

Consent, approval, and execution of MAS Building & Bridge, Inc. contract change order documents associated with the BUILD Main Wharf Rehabilitation Project, Market Street Terminal, Portsmouth.

Authority to Execute:

Director of the Division of Ports and Harbors with the written approval of the Executive Director and the PDA Treasurer.

Conditions:

BUILD Main Wharf Rehabilitation Project contract change orders with MAS Building and Bridge, Inc. are subject to this delegation of authority and shall not be consented to, approved, or executed unless all of the following conditions are satisfied:

1. A State appropriation is committed to cover any additional cost of the contract change order; and
2. The Executive Director and the PDA Treasurer have provided written consent to the Director of the Division of Ports and Harbors prior to the execution of any binding change order reflecting requested changes to either the contract scope of work or payment amount/schedule(s).

Reporting Requirements:

Any executed change orders shall be reported to the Board at its next regular meeting and copies of documents executed in accordance with this delegation shall also be provided.

ADOPTED: August 18, 2022

P:\DELEGATIONS\BUILD Main Wharf Rehabilitation Project at the Market Street Marine Terminal (Change Orders).docx

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director, on behalf of the Pease Development Authority-Division of Ports and Harbors ("PDA-DPH"), to accept the proposal from Riverside & Pickering Marine Contractors ("Riverside") to replace six (6) fender piles at the Portsmouth Fish Pier and to re-set a guide pile on the floating dock at the Burge Wharf, for a total project cost not to exceed \$18,145.00; all in accordance with the Memorandum of Geno Marconi, Division Director, dated August 8, 2022, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the formal RFP requirement as PDA-DPH received cost proposals from two local marine construction companies with Riverside providing the lowest cost proposal.


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



PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

Date: August 8, 2022
To: Pease Development Authority (PDA) Board of Directors
From: Geno Marconi, Division Director 
Subject: Piling replacement and repairs; Portsmouth Fish Pier & Burge Dock

The Division of Ports and Harbors (the "Division") seeks approval from the PDA Board of Directors to accept a proposal in the amount of \$18,145.00 from Riverside & Pickering Marine Contractors (Riverside) for construction efforts to replace six (6) fender piles at the Portsmouth Fish Pier (Fish Pier) and re-set a guide pile on the floating dock at the Burge Wharf. If approved, the Division intends to encumber funds for the proposal from the Harbor Dredge and Pier Maintenance ("HDPM") \$50,000.00 emergency allocation, previously approved by the Capital Budget Overview Committee, which currently has an unencumbered balance of \$34,234.90.

There are six (6) fender piles on the outside pier at the Fish Pier (as shown in the attached photo) that have been subjected to marine borers. The piles are now broken off at the mud line and need to be removed and replaced. Additional repairs at the Fish Pier include refastening 2 fender piles where the fasteners have broken off. This pier is used by commercial fishermen on a daily basis and is a vital piece of state infrastructure supporting the commercial fishing industry. Additionally, there is a guide pile at the Burge Wharf at 315 Market St. which has pulled out of the mud and needs to be re-set. The dock at the Burge Wharf is mainly used by Shoals Marine Lab, Star Island, and NH Fish and Game. Both of these repairs should be made as soon as possible to ensure a safe and secure tie up for vessels at the respective docks.

The Division received proposals from 2 local marine construction companies that have successfully performed work for the Division in the past, Pepperell Cove Marine and Riverside, as attached. Riverside came in with the lowest price of \$18,145.00. Riverside has a barge and equipment in the Piscataqua River readily available and can complete the repairs as soon as the Division accepts the proposal.

Therefore, for the foregoing reasons, the Division requests that the PDA Board authorize the Division to accept the proposal from Riverside and expend \$18,145.00 from the HDPM \$50,000 emergency allocation for the repairs to the docks as outlined above and in the attached Riverside proposal.

PORTSMOUTH FISH PIER
PILE REPAIRS
PDA BOARD 8/18/2022



RIVERSIDE & PICKERING

MARINE CONTRACTORS

Proposal

34 Patterson Lane
 Newington, NH 03801
 Phone (603) 427-2824
 Fax (866) 571-7132

Date: 08/03/22
Job Number: C007-1795-22
Quotation valid until: 09/02/22

To: PDA-DPH Fish Pier C/O Geno Marconi
 555 Market St, Portsmouth NH 03801
 (603) 436-8500
 g.marconi@peasedev.org

Project Location: 1 Pierce Island Portsmouth NH 03801 / Burge Wharf 315 Market Street Portsmouth NH 03801

ITEM #	DESCRIPTION	AMOUNT
	SCOPE OF WORK OVERVIEW: Proposal includes construction required to make repairs to the pier system at the project location noted above	
	CONSTRUCTION:	
1	MOBILIZATION: a) Mobilize crane barge, push boat, work skiff and equipment to site for construction	\$ 1,500.00
2	PIER REPAIR CONSTRUCTION: a) Fixed pier to be repaired as follows: i. Install two (2) 30' PTSYP 2.5CCA foundation grade fender pilings and four (4) 40' PTSYP 2.5CCA foundation grade fender pilings at marked locations. Fasten to pier curb with heavy duty marine grade galvanized fasteners ii. Fasten two (2) existing fender piles to pier curbing with heavy duty marine grade galvanized fasteners iii. Remove three (3) existing oak fender piles and dispose of off site iv. Install one (1) guide pile at Shoals Marine Lab wharf (customer to supply the pile)	\$ 16,645.00
	ESTIMATED CONSTRUCTION TOTAL:	\$ 18,145.00
1	PERMITTING: a) There is no permitting included in this proposal. OWNER is responsible for obtaining all necessary permits. All approvals shall be delivered to CONTRACTOR prior to construction	
	ESTIMATED PERMITTING TOTAL:	\$ -

AUTHORIZED BY:

 Doug Anderson, Vice President

STANDARD TERMS AND CONDITIONS OF THE AGREEMENT:

- SPECIAL NOTE: Due to the recent instability of material costs, any increase in costs associated with materials will be passed on to the OWNER accordingly. OWNER agrees to pay any such increases as incurred by the CONTRACTOR. CONTRACTOR agrees to supply reasonable proof of increases as required.**
- Riverside Marine Construction, Inc., dba Riverside & Pickering Marine Contractors (CONTRACTOR) is only responsible for the work as described above. No additional work is included in the estimated cost.
- Changes in the Work may be accomplished after execution of the Agreement. Such changes in the Work will be authorized by written Change Order signed by the OWNER and CONTRACTOR. Adjustments in the Agreement Sum and Agreement Time resulting from a change in the Work shall be determined by mutual agreement of the parties.

4. Professional fees, should they be required, are NOT included in this agreement (legal, lobbyist, engineering, surveying, etc.) OWNER is responsible for all professional services and associated fees. OWNER shall decide if professional services are desired.
5. CONTRACTOR is not responsible for Acts of God, weather delays, and situations beyond its control (i.e. ice damage, erosion, corrosion, weather systems, supplier delays, labor strikes, etc.) Ice build-up and floe can be significant in this area of the river and no guarantee can be made that damage will not occur to the structure due to ice.
6. OWNER to provide storage and access for materials and equipment for the duration of the project if deemed necessary.
7. CONTRACTOR agrees to guarantee its work to be free of workmanship like defects for a period of one year from date of completion. Should defects be found to be caused by CONTRACTOR error, OWNERS sole remedy is to have the product substantially repaired (at no charge) by CONTRACTOR.
8. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Agreement or from those conditions ordinarily found to exist, the Agreement Sum and Agreement Time shall be equitably adjusted as mutually agreed between the OWNER and CONTRACTOR; provided that the CONTRACTOR provides notice to the OWNER promptly and before conditions are disturbed.
9. Should the CONTRACTOR be unable to drive pilings in the event that ledge is encountered, the Agreement Sum and Agreement Time shall be equitably adjusted as mutually agreed between the OWNER and CONTRACTOR; provided that the CONTRACTOR provides notice to the OWNER promptly and before additional work is performed.
10. The OWNER assumes all risk and liability and further agrees to indemnify and hold CONTRACTOR harmless for any and all costs, fees or other expenses, including attorneys fees, resulting or arising from any deviations in the construction of the Work, as requested by the OWNER, from the specifications approved by the municipal, state, and federal regulatory agencies.
11. All lumber used shall be Pressure Treated Southern Yellow Pine (PTSYP) at 2.5 CCA or 0.60 ACQ marine grades, designed for salt water submersion and/or splash zone applications, unless otherwise specified. All hardware used shall be commercial grade, heavy duty galvanized steel, unless otherwise specified.
12. Limitation of Liability: CONTRACTOR shall not be liable for any consequential, lost profits, loss of use, punitive or exemplary damages suffered or incurred by OWNER arising out of or relating to this Agreement. In any event, CONTRACTOR shall not be liable for any amount in excess of the Total Estimated Cost.
13. This Agreement can be assigned to an affiliated Riverside Marine Construction, Inc. company.
14. CONTRACTOR has the right to subcontract for any or all of its Work. CONTRACTOR shall be the sole supervisor of CONTRACTORS, employees, or subcontractors to make changes to the Work.
15. Unless caused by delays reasonably beyond OWNER's or CONTRACTOR's control (e.g. weather delays), should work not be completed prior to December 31, 2022, the Agreement price may be adjusted to reflect increased material & fuel costs.
16. CONTRACTOR owns all materials purchased and stored on and off the project site for the project until payment is received in full for the full value of the work described above.
17. MANDATORY ARBITRATION: Any dispute arising out of or relating to this Agreement can be resolved only by mandatory and binding arbitration in Portsmouth, New Hampshire under the rules of the American Arbitration Association. Both parties expressly waive the right to trial by jury and to any other manner of dispute resolution in any other forum. Nothing in this Section shall prevent the CONTRACTOR from initiating a lawsuit to perfect a lien pursuant to New Hampshire law.
18. This Agreement shall be governed in accordance with the laws of the State of New Hampshire. This Agreement shall be binding on the parties hereto, their heirs, successors, personal representatives and assigns.
19. CONTRACTOR, and any subcontractors utilized for this project, shall provide and maintain Worker's Compensation and Liability insurance coverage through the course of construction.
20. OWNER to provide and maintain Liability insurance coverage through course of construction.
21. **NOTE: In addition, all Maine & Massachusetts customers will be charged State Sales Tax as required.**
22. This proposal contains proprietary information of Riverside Marine Construction, Inc. It is intended solely for the person to whom the proposal is addressed. Such proprietary information may not be used, reproduced or disclosed to any other parties for without the expressed written permission of Riverside Marine Construction, Inc.
23. **Fuel surcharge may apply if fuel exceeds \$4.50 per gallon.**

PAYMENT TERMS:

1. Final balance of the construction total due net 30 from billing date

PLEASE NOTE:

- * ALL INVOICES ARE DUE UPON RECEIPT UNLESS OTHERWISE STATED. UNPAID BALANCES SHALL BE SUBJECT TO INTEREST AT A RATE OF 18% PER ANNUM. OWNER IS RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES
- * ANY CREDITS DUE OWNER SHALL BE APPLIED AT TIME OF FINAL INVOICE

ACCEPTANCE:

Riverside Marine Construction, Inc. is hereby authorized to commence work as noted above.

OWNER PRINTED NAME: _____

OWNER SIGNATURE: _____ **DATE:** _____

THANK YOU FOR YOUR BUSINESS!



Pepperrell Cove Marine

PO Box 306
Kittery, ME 03904
603-373-6812

Estimate

Date	Estimate #
8/8/2022	202690

Name / Address
Pease Development Authority Division of Ports and Harbors Attn: Geno Marconi 555 Market Street Portsmouth, NH 03801
Project
NH Fishermans Pier

Contract Information: Geoff Tortoriello 603-373-6812 - Office 603-373-6832 - Fax 207-252-5201- Cell geoff@pepcove.com
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Description	Qty	Rate	Total	U/M
PCMS to Mobilize to the NH Fishermans Pier with Barge, Pushboat and Excavator to Install Six (6) New 40' Class B 2.5 CCA Pressure Treated Pilings and Galvanized Steel Hardware. Remove/Dispose of Three (3) Existing Pilings. Refasten Two (2) Existing Pilings Mobilize to Shoals Lab Pier and Re-Install Piling.	1	23,200.00	23,200.00	
Subtotal			\$23,200.00	
Sales Tax (5.5%)			\$0.00	
Total			\$23,200.00	

Memorandum

To: Pease Development Authority Board of Directors
From: Anthony I. Blenkinsop, Deputy Director / General Counsel *AKS*
Date: August 11, 2022
Subj: Mooring Appeal of Stephen Bailey

Before the Board at its August 18, 2022, meeting is the Appeal of Stephen Bailey concerning the denial of a renewal of a mooring permit by the Director of the Division of Ports and Harbors ("DPH") due to a failure to file the renewal prior to the deadline earlier this year.

Mr. Bailey timely appealed the denial to the Pease Development Authority pursuant to New Hampshire Administrative Rules Pda 514. Per the administrative rules Board Chairman Duprey designated Director Ferrini to review the appeal. Director Ferrini received and reviewed the appeal material, and noticed and conducted a meeting with the Mr. Bailey and DPH Director Geno Marconi consistent with the applicable rules. Thereafter, Director Ferrini issued his recommended decision to the PDA Board of Directors. The PDA provided Mr. Bailey with notice, pursuant to the requirements of Pda 514.09(a), that the Board would consider this matter at its August 18th meeting. The appeal file prepared in accordance with Pda 514 has been provided for Board review.

At its meeting on August 18, 2022, the PDA Board of Directors shall take action on the appeal pursuant to Pda 514.09-11, which provides as follows (emphasis added):

Pda 514.09 Authority Action on Appeal.

(a) Within 10 business days of receipt of a **recommendation** from a board designate, the authority shall notify the appellant in writing:

- (1) That the authority will be reviewing the board designate's recommendation regarding the appeal;
- (2) Of the date, time, and location of the regularly scheduled board meeting at which the review is scheduled, provided that the meeting shall not be sooner than 20

calendar days from the receipt of the board designate's recommendation under Pda 514.08(e);

- (3) That he or she may bring counsel or a personal representative to the meeting; and
- (4) That the meeting with the board will be recorded.

(b) At the board meeting when the appeal is scheduled, the authority shall consider:

- (1) All information on file with the division concerning the matter;**
- (2) All information submitted to the authority or board designate under Pda 514.07 and Pda 514.08;**
- (3) Any additional written information not previously submitted under Pda 514.07 or Pda 514.08, provided the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 or Pda 514.08 and that late submission was not intended to delay the appeal or the meeting with the authority. For purposes of this paragraph, "good cause" means that the appellant did not discover or learn of the information in time to submit such information in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered or learned of such information with reasonable diligence to comply with Pda 514.07 or Pda 514.08;**
- (4) Any oral statement or argument made by the appellant or his representative or division staff; and**
- (5) The recommendation of the board designate.**

(c) The following shall apply at the board meeting:

- (1) The appellant may bring counsel or a personal representative;**
- (2) The authority shall exclude any additional written information, testimony or argument that was not submitted in accordance with Pda 514.07 and Pda 514.08 unless the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 and Pda 514.08 and that late submission was not intended to delay the appeal. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with Pda 514.07 or Pda 514.08; and**

- (3) Any oral information, testimony or argument may be received, but the chair or other presiding officer in the chair's absence shall exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument, including without limitation, information, testimony or argument included in or with the division's file regarding the appellant or the written recommendation of the board designate.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11
(See Revision Note at chapter heading for Pda 500);
ss by #12958, eff 12-24-19

Pda 514.10 Decision by Authority on Appeal. The authority shall render a decision regarding the appeal no later than the next regularly scheduled board meeting following any board meeting held under Pda 514.09.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11
(See Revision Note at chapter heading for Pda 500);
ss by #12958, eff 12-24-19

Pda 514.11 When Matter Remanded to Division Director; Notification of Decision of Authority.

- (a) If the authority determines that the permit should be granted because the appellant has met its burden of proving by a preponderance of the evidence that the decision of the division director to deny the appellant's request to issue the permit sought after in the petition for reconsideration was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision, the authority shall remand the matter to the division director for action in accordance with its decision.
- (b) The authority shall notify the appellant of its decision and provide a written copy thereof within 10 business days of issuing a decision pursuant to Pda 514.10.
- (c) If the authority determines, under (a) above, that the permit should be granted, the appellant shall return a completed application for the permit sought within 10 business days of receipt of notice from the authority under (b) above.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11
(See Revision Note at chapter heading for Pda 500);
ss by #12958, eff 12-24-19

MOTION

Director Fournier:

Should the Board wish to take action on the appeal of Stephen Bailey at this meeting (2 options - 1. Deny Appeal or 2. Grant Appeal):

Deny Appeal

Having considered the record pursuant to Pda 514.09(b), the Pease Development Authority ("PDA") Board of Directors hereby accepts the report of the PDA Board designee and determines that the appellant, Stephen Bailey, has not met his burden of proof and denies his appeal pursuant to the provisions of New Hampshire administrative rules Pda 514.10 and Pda 514.11.

OR

Grant Appeal

Having considered the record pursuant to Pda 514.09(b), the Pease Development Authority Board ("PDA") of Directors hereby determines that

the appellant, Stephen Bailey, has met his burden of proof and grants his appeal pursuant to the provisions of New Hampshire administrative rules Pda 514.10 and Pda 514.11; Further the PDA Board remands this matter to the Director of the Division of Ports and Harbors for the purpose of issuing Stephen Bailey his 2022 mooring permit contingent on the provisions of Pda 514.11(c) being satisfied.

Should the Board wish to instead postpone further action until its next regular meeting:

The Pease Development Authority Board of Directors moves to postpone further consideration of this matter until its next regular meeting.

July 1, 2022

VIA FIRST CLASS MAIL AND E-MAIL: wanderingduck@hotmail.com

Stephen N. Bailey
31 Mill Road
North Hampton, NH 03862


RE: Bailey Mooring Appeal

Dear Mr. Bailey,

Pursuant to Pda 514.08, enclosed please find a copy of the written recommendation of Pease Development Authority Board Designate, Director Thomas G. Ferrini regarding the captioned. Per Pda 514.09, this matter will be placed on the August 18, 2022, PDA Board meeting agenda. Please be advised that the meeting will be held at the above address and is scheduled to commence at 8:30 a.m. The meeting will be recorded. You may bring counsel or a personal representative to the meeting if you wish.

Let me know if you have any questions.

Sincerely,



Anthony I. Blenkinsop
Deputy Director / General Counsel

enclosure

cc: Paul E. Brean, Executive Director
Geno Marconi, Division of Ports and Harbors Director

P:\PortAuthority\Moorings\Bailey\Ltr to Bailey re-Ferrini's Decision of 6-23-2022

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

ADMINISTRATIVE APPEAL OF STEPHEN N. BAILEY

REPORT OF PDA BOARD DESIGNATE¹

Stephen N. Bailey resides at 31 Mill Road, North Hampton, NH 03862. The Applicant first filed a Mooring Wait List Application with the Division of Ports and Harbors ("Division") in January of 2004. In June of 2018, a Mooring Wait List Offer was received by the Applicant at P.O. Box 1874, Hampton, NH 03843. Mr. Bailey filled out the Application on June 25, 2018. He continued with applications and secured moorings through 2021.

A Mooring Wait List Application Notice, bearing a post mark of December 27, 2021, was sent to the mailing address at P.O. Box 1874, Hampton, NH 03843. On January 4, 2022, the 2022-2023 Mooring Wait List letter dated December 27, 2021, was returned to the Division of Ports and Harbors marked "undeliverable" by the USPS. A Mooring Permit Application post marked January 5, 2022, was sent to that same address by the Division, but was returned by the USPS post marked January 10, 2022, as "undeliverable." Also on January 10, 2022, the Division sent an email regarding the returned application to the address provided by Mr. Bailey on the application (wanderingduck@hotmail.com), but did not receive a reply. The Division attempted to contact Mr. Bailey by telephone on March 10, 2022, at the telephone number provided on the Mooring Application, 603-502-8237, to determine whether there had been a change of address as the late filing period was coming to a close, to which the Division received no reply. On April 14, 2022, Mr. Bailey went to the office of the Division seeking to reestablish his Mooring and he was told that the "time for corrective action had expired". (See letter of Stephen Bailey dated May 4, 2022). After an additional telephone call on April 18, 2022, to the Harbor Master's Office, Mr. Bailey spoke with Harbor Master Tracy Shattuck who informed him that he would be allowed to make an appeal to Division Director Geno J. Marconi ("Director Marconi"). Mr. Marconi sent a letter ("Decision") to Mr. Bailey dated May 2, 2022, confirming that the Mooring Wait List Application was not received timely, and that attempts to contact Mr. Bailey had been unsuccessful.

In issuing that letter, Director Marconi cited the New Hampshire Code of Administrative Rules Pda 506.04(d) Mooring Permit Applications for Existing Moorings:

¹ The factual information contained within this Report is based upon the written submissions of both parties 2022 (Stephen N. Bailey and the Division of Ports and Harbors) and the information provided at the meeting held on June 23.

(d) Any applicant filing a mooring permit application in accordance with this section shall return a completed application with the required information and documentation for the type of meeting applied for as specified in Pda 511, and the permit fee, to the division's office no later than March 1. Failure to meet the application deadline, whether or not the applicant received an application form with information pre-entered by the division, shall result in a denial in accordance with Pd 507, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after March 1. An applicant who fails to comply with the March 1 deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 506.01, including possible replacement on a wait list under Pda 509, unless the reason for the late application was one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. If the applicant fails to comply with the March 1 deadline or the late application deadline for one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. and wishes to appeal the permit denial to the authority under Pda 514.06, the applicant shall first file his or her application for reconsideration with the division director under Pda 514.03.

Director Marconi then provided Mr. Bailey with a recitation of Pda 514.04 Reconsideration by Division Director: Granting of Permit Under Certain Circumstances and Pda 514.06 Appeal to Authority: Standard of Review as part of the Decision.

Mr. Bailey filed a timely appeal to this Decision pursuant to his letter to Paul E. Brean, Executive Director of the Pease Development Authority dated May 4, 2022. In that appeal he offered a history of the matter and made his factual argument. While he provided additional material, there was no particular "new information" pursuant to Pda 514.07(d) bearing on criteria for potential reconsideration set forth in Pda 514.04(d) which allows a Petition for Reconsideration to be granted if:

- (1) One or more of the following:
 - a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;
 - b. That there was lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
 - c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:
 - (i) Fifty percent or more of the application period; or

- (ii) One day or more during the final 10 days of the application period;
- 2. The petitioner was on active military service at any time during the application period;
- 3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or
- 4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren.

In accordance with Pda 515.08, the Pease Development Authority Chair Stephen Duprey designated PDA Board Member, Thomas G. Ferrini, as the "Board Designate" to hear the appeal. Thereafter, Director Marconi provided the Division's file materials concerning the Mooring and the reconsideration denial to the Board Designee. This material included correspondence from Mr. Bailey. A meeting pursuant to Pda 514.08(b) was scheduled for May 23, 2022 at 3:00 p.m. at the Pease Development Authority Offices at 55 International Drive, Portsmouth, NH 03801 per letter of Board Member Thomas G. Ferrini dated May 11, 2022, emailed to Mr. Bailey at wanderingduck@hotmail.com.

On Monday, May 23, 2022 at 3:00 p.m., Board Designee Ferrini, Director Marconi, PDA General Counsel Anthony Blenkinsop, and PDA Executive Assistant Raeline O'Neil were present. Mr. Bailey failed to attend this meeting.

Thereafter, a draft decision dated May 25, 2022, was prepared per the requirements of the Administrative Rules and a copy was forwarded to Mr. Bailey. Mr. Bailey then contacted the PDA, indicating he had not received notice of the May 23rd meeting. He requested an opportunity for the meeting to be rescheduled. The Board Designate granted Mr. Bailey's request, held the draft decision in abeyance, and the meeting was rescheduled to 3:00 p.m. on June 23, 2022.

Stephen N. Bailey appeared at the PDA office on June 23, 2022, for the meeting with the Board Designate. Also in attendance were PDA Executive Director Paul Brean, Director of the Division of Ports and Harbors Geno Marconi, PDA General Counsel Anthony Blenkinsop, and Legal Assistant Raeline O'Neil. Mr. Bailey was asked to re-verify his street address, email address and telephone number, which he did. He reviewed the factual assertions which he had offered previously in writing and reiterated them.

He was asked if there were any instances of unreasonable behavior on the part of the Division as regards the denial of his mooring application. He testified that he believed that not changing the address on two letters in a row after they were returned by the post office was unreasonable, despite the very close in time return of both letters. He stated that when he went to the Division to discuss his mooring after this that "no one would talk to him", alluding to terse conversation which he felt was unwarranted. He stated that when he visited the Division on April 14, 2022, he was not told the entire record of communication, of which he has since been apprised. He did not offer a reason for his implied assertion that the Division should have sent the notices to his street address in lieu of the post office box. He admitted he had not apprised the Division timely that he was no longer using the post office box and that the street address would be his proper address.

He inquired of Director Marconi as to what are "common practices" in the renewal of mooring applications. Director Marconi explained the procedures and the actions he took with regard to this mooring applications. Director Marconi's explanation of actions he had taken with regard to this permit were consistent with his written decision dated May 2, 2022, which was sent to Mr. Bailey.

Mr. Bailey concluded his presentation and requested that his mooring permit appeal be accepted.

It is difficult to render a recommendation to the PDA Board from the perspective that Mr. Bailey is obviously a sincere individual who valued his mooring. Nevertheless, I must reiterate the conclusion in my Report of the PDA Designate originally dated May 25, 2022, affirm the Decision on appeal of Director Marconi dated May 2, 2022, and recommend that the PDA Board ratify this decision. Mr. Bailey's offering at the hearing was not persuasive in that he offered no new evidence bearing on the criteria for granting his appeal. There are many people on mooring waiting lists who wish to have the opportunity to be granted a mooring. Failure to enforce the regulations as written would be contrary to the public policy governing the granting of moorings by the Division on behalf of the State of New Hampshire.

As such, I am proceeding to write the decision based on the materials filed to date. In particular, I find the assertions of fact set forth in the Director's decision on reconsideration dated May 2, 2022, as being factually credible. The factual allegations set forth by Director Marconi are as follows:

- A mooring waitlist application for the 2022-2023 season, post marked December 27, 2021, was sent to the mailing address on file, and was returned, as undeliverable, by the USPS post marked January 4, 2022;
- A mooring permit for the 2021-2022 season, which Mr. Bailey signed, indicated a mailing address of PO Box 1874, Hampton, NH 03843. Therefore a mooring permit application, post marked January 5, 2022, was sent to that address but was returned by the USPS, post marked January 10, 2022, as undeliverable;
- On January 10, 2022, the Division sent an email to the address provided on the application (wanderingduck@hotmail.com), in an attempt to inform you

that the application had been returned in the mail as undeliverable, the Division received no reply;

- On March 10, 2022, the Division attempted to contact you by telephone at the number you provided on the 2021-2022 mooring application (603-502-8237) to inquire if there had been a change in address and that the Late filing Period was coming to a close, again the Division received no reply.

I have reviewed the submittal of Mr. Bailey of May 4, 2022, and after review of the various allegations he sets forth, I proceed with the decision. In particular, in affirming the decision of Director Marconi, I make additional findings based on the May 4, 2022, letter submitted by Mr. Bailey. Mr. Bailey admits that the Division did not fail to meet obligations pursuant to the Administrative Rules by which they are governed. He stated: "I want to be clear up front that the Division did not, by my reading of the Pda Rules, fail to meet their obligations under those rules. Given their attempts to reach me, it is understandable for them to allow the permit to expire." See letter of Stephen N. Bailey to Paul Brean dated May 4, 2022.

Mr. Bailey admitted that he did not timely provide the Division his proper address. In the factual allegation on page three of Mr. Bailey's May 4th letter, on December 2020/January 2021 Mr. Bailey indicates "Received the Mooring application/permit at my permanent address, 31 Mill Rd., North Hampton NH. On the "Send Mail to:" line, I neglected to scribble out "Mailing Address" and mark "Permanent Address." See May 4, 2022 letter, p. 3.

Mr. Bailey further admits under Section (g) of his submittal that "I don't find anywhere in the Pda Rules that the Division behaved unlawfully with regard to those Rules." His argument that the Division behaved unreasonably by again mailing to an address marked "undeliverable" is without merit, given that they had no further factual information and made other attempts to contact him via e-mail and telephone. See May 4, 2022 letter p. 6.

Finally, in Section (h) the Summary of his letter, he asserts "...--the flimsy argument there is that I must have been "incapacitated" to have dropped the ball on my Wait List and Mooring applications." He then foregoes making the argument of incapacity: "I will not attempt to make or prove that argument." See May 4, 2022 letter, p. 7.

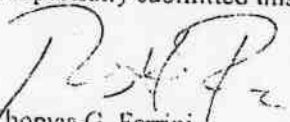
In conclusion, while it is regrettable that Mr. Bailey may well have intended to renew his mooring, intent to do so without adhering to the regulations puts the Division in the position of having to enforce those regulations. The admissions set forth above, combined with the admitted factual record of the communications between the parties, render Mr. Bailey's appeal insufficient to successfully compel reconsideration.

Upon consideration of the party's written submissions and the information provided at the June 23rd meeting, I have reached the following conclusions and make the following recommendations to the PDA Board of Directors:

Mr. Bailey has in no way been able to supplement his limited factual offerings in his letter dated May 4, 2022, which set forth facts which would allow reconsideration of the decision of the Director to deny his appeal. Given that there are no facts before me which effectively influence

me to rule otherwise, I hereby affirm the decision on appeal of Director Marconi dated May 2, 2022, and I recommend that the PDA Board adopt my conclusions and affirm Director Marconi's decision on appeal as well.

Respectfully submitted this ^{5th} day of July, 2022:


Thomas G. Ferrini
PDA Board Designate

cc: Geno Marconi, Director, DPH
Anthony I. Blenkinsop, General Counsel, PDA

Within 10 business days after the meeting with the board designate under (d) above, the board designate, after reviewing the information provided by the division director and the appellant, and after meeting with division staff and the appellant, if the appellant requested such a meeting, shall make a written recommendation to the authority regarding the appeal. The board designate shall at the same time send to the appellant, by first class mail, a copy of the recommendation made to the authority.



55 International Drive, Portsmouth NH 03801

June 2, 2022

VIA FIRST CLASS MAIL and E-MAIL: wanderingduck@hotmail.com

Stephen N. Bailey
31 Mill Road
North Hampton, NH 03862

RE: Bailey Mooring Appeal – Request for Meeting

Dear Mr. Bailey,

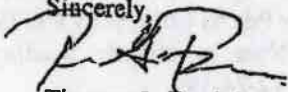
I have been designated by Pease Development Authority Board of Directors Chair Stephen Duprey to hear the above-referenced appeal pursuant to New Hampshire Administrative Rule Pda 514.08. You have indicated you did not receive the original notification of meeting scheduled for Monday, May 23, 2022, and, as a result, are requesting an opportunity to have that meeting rescheduled. While I prepared a recommended decision regarding the appeal following the May 23rd meeting, I will hold that draft in abeyance and reschedule the meeting as noted below. I will prepare a final recommended decision for the PDA Board of Directors after the rescheduled meeting.

As such, please be advised that I will provide you an opportunity to meet with me at the above address on the **Thursday, June 23, 2022, at 3:00 p.m.**, to present your information and argument regarding the appeal. A Division of Ports and Harbors representative will also be asked to attend this meeting. You may bring an attorney or personal representative to this meeting if you choose. This meeting will be audio recorded.

Any written information, testimony, or argument not previously submitted during reconsideration by the Division Director shall be submitted to me not later than five (5) business days before the date of the meeting. I recommend that you familiarize yourself with the procedures under Pda 514 (see attached) in advance of the meeting.

Should you have any questions, please do not hesitate to contact PDA Deputy Director / General Counsel Anthony I. Blenkinsop. Additionally, please acknowledge receipt of this letter, which has been sent to you by both email and USPS, to Mr. Blenkinsop.

Sincerely,



Thomas G. Ferrini

attachment

cc: **Geno J. Marconi, Division Director of Ports and Harbors**
Anthony I. Blenkinsop, Deputy Director / General Counsel

p:\portauthority\moorings\bailey\ltr re meeting 2

OOOO TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

PART Pda 514 RECONSIDERATION AND APPEAL

Pda 514.01 Definitions.

(a) "Application period" means the period of time between January 15 and 10 business days after March 1 of the year for which the mooring permit application was submitted.

(b) "Incapacitated" means a physical or mental condition that results in:

(1) The inability of an individual to:

a. Walk unassisted; or

b. Drive unassisted; or

(2) The confinement of an individual to a location(s) for the purpose of receiving medical or rehabilitative treatment or care.

Source. #7940, eff 8-23-03; ss by #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.02 Reconsideration: Who May Petition.

(a) Any holder of a mooring permit whose mooring permit was revoked after notice and an opportunity for a hearing by the division director pursuant to Pda 507.03, and any applicant for a mooring permit whose application was denied by the division director pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), may petition the division director for reconsideration pursuant to Pda 514.

(b) The persons specified below may petition the authority for reconsideration pursuant to Pda 514 if the authority has denied:

(1) The issuance of a commercial mooring for hire mooring permit, and the person is the applicant for the commercial mooring for hire mooring permit pursuant to Pda 506.09 or its duly authorized officer or member;

(2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b), and the person is either the proposed transferor or transferee; or

(3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02, and the person is either the proposed transferor or transferee.

Source. #7940, eff 8-23-03; amd by #8775, eff 12-16-06; renumbered by #9641 (formerly Pda 514.01); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.03 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

(a) Specify the date of the challenged decision;

(b) Specify every reason that the action taken by the division director or authority was unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter proposed for reconsideration that was not available at the time the application was filed or the revocation was made;

(e) In the case of denial of a permit because of a late filing under Pda 506.04(d), state the reason for the late filing; and

(f) Shall bear the petitioners signature including the following certification:

"I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this petition for reconsideration and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete."

Source. #7940, eff 8-23-03; amd by #8184, eff 10-1-04; ss by #9641, eff 2-1-10 (formerly Pda 514.02); ss by #9975, eff

8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.04 Reconsideration by Division Director: Granting of Permit under Certain Circumstances.

(a) A petition for reconsideration by the division director:

(1) For revocation of a permit pursuant to Pda 507.03, shall be filed with the division director within 10 business days from receipt of notice of the revocation; and

(2) For a permit denial pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), shall be filed with the division director within 10 business days from receipt of notice of the permit denial.

(b) The division director shall:

(1) Reconsider a permit revocation or denial within 10 business days of receipt of the petition for reconsideration; and

(2) Notify the petitioner of his or her decision under (c) below within 10 business days of reconsideration.

(c) When **reconsidering** the decision to deny or revoke the permit, the division director shall consider all information on file with division relating to the denied or revoked permit and any new or additional information relevant to the matter under reconsideration that was not available regarding a permit:

(1) Denial, when the application in question was submitted; or

(2) Revocation, when the decision to revoke a permit was rendered.

(d) The division director shall issue the permit sought after in the petition for reconsideration if, after reconsideration, the division director finds:

(1) One or more of the following:

a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;

b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or

c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:

1. The petitioner was temporarily incapacitated for:

(i) Fifty percent or more of the application period; or

(ii) One day or more during the final 10 days of the application period;

2. The petitioner was on active military service at any time during the application period;

3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or

4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren; and

(2) All of the following:

a. The petition for reconsideration was timely filed in accordance with (a) above;

b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and

c. The petitioner:

1. Meets all of the requirements under Pda 500 for the permit;

2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:

(i) In the case of temporary incapacitation:

i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;

ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or

iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;

(ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;

(iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an

application under Pda 500, but was not provided with the documentation in a timely manner; or

(iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and

3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The division director shall deny the request to issue or reinstate the permit if, after reconsideration, the division director finds that:

- (1) It is more likely than not that the decision was not based on any error of law;
- (2) There were facts reasonably sustaining the decision;
- (3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;
- (4) The petition for reconsideration was not timely filed in accordance with (a) above;
- (5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or
- (6) The petitioner:
 - a. Does not meet all of the requirements under Pda 500 for the permit;
 - b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or
 - c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the division director grants the request to issue or reinstate the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the division director's decision.

Source. #7940, eff 8-23-03; amd by #8184, eff 10-1-04; ss by #9641, eff 2-1-10 (formerly Pda 514.03); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.05 Reconsideration by Authority for Commercial Moorings for Hire and Commercial Moorings.

(a) A petition for reconsideration by the authority shall be filed by the petitioner with the authority within 10 business days from receipt of notice that the authority has denied:

- (1) The issuance of a commercial mooring for hire mooring permit pursuant to Pda 506.09(h);
- (2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b); or
- (3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02.

(b) The authority shall review and make a decision on whether or not to grant a petition for reconsideration at its next regularly scheduled meeting, if the petition was received at least 10 business days before such meeting. If the petition was not received at least 10 business days before the authority's next regularly scheduled meeting, the authority shall review and make a decision on whether or not to grant the petition for reconsideration at the authority's following regularly scheduled meeting. The authority shall notify the petitioner of the authority's decision on whether to grant or deny the petition within 5 business days of the decision.

(c) When making a decision on a petition for reconsideration, the authority shall consider all information on file with the division concerning the authority's denial under Pda 514.02(b) and any new or additional information relevant to the matter under reconsideration that was not available regarding:

(1) A permit denial, when the application in question was submitted; or

(2) The transfer of a commercial mooring permit, when the decision to refuse the permit transfer was rendered.

(d) The authority shall remand the matter to the division director for issuance of the permit or for granting a request for a transfer sought after in the petition for reconsideration, if, after reconsideration, the authority finds:

(1) One or more of the following:

a. It more likely than not that the authority's decision concerning the issuance or transfer of the mooring was based on an error of law or fact;

b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or

c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:

1. The petitioner was temporarily incapacitated for:

(i) Fifty percent or more of the application period; or

(ii) One day or more during the final 10 days of the application period;

2. The petitioner was on active military service at any time during the application period;

3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application by Pda 500; or

4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children or grandchildren; and

(2) All of the following:

a. The petition for reconsideration was timely filed in accordance with (a) above;

b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and

c. The petitioner:

1. Meets all of the requirements under Pda 500 for the permit or transfer;
2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:
 - (i) In the case of temporary incapacitation:
 - i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;
 - ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or
 - iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;
 - (ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;
 - (iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an application under Pda 500, but was not provided with the documentation in a timely manner; or
 - (iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and
3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(c) The authority shall deny the request to issue or transfer the permit specified in Pda 514.02(b) if, after reconsideration, the authority finds that:

- (1) It is more likely than not that the decision was not based on any error of law;
- (2) There were facts reasonably sustaining the decision;
- (3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;
- (4) The petition for reconsideration was not timely filed in accordance with (a) above;
- (5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or
- (6). The petitioner:
 - a. Does not meet all of the requirements under Pda 500 for the permit or transfer;
 - b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or

c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the authority grants the request to issue or transfer the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the authority's decision.

Source. #9641, eff 2-1-10 (formerly Pda 514.04); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.06 Appeal to Authority: Standard of Review.

(a) If the division director has denied a request to issue the permit sought after in a petition for reconsideration under Pda 514.04, the petitioner may appeal to the authority within 10 business days after receipt of written notice of denial by the division director.

(b) The appellant shall bear the burden of proving that the decision of the division director to deny appellant's request to issue the permit sought after in a petition for reconsideration under Pda 514.04 was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision.

(c) The authority shall accept all determinations of the division director made under Pda 514.04 upon questions of fact as lawful and reasonable unless the appellant specifically rebuts such determination of fact as unlawful or unreasonable.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.07 Requirements for Appeal. A request for appeal shall:

(a) Specify the date notice of the division director's denial of the request to issue the permit sought after in a petition for reconsideration was received by the appellant;

(b) Specify every reason that the action taken by the division director or authority was contrary to Pda 500 or otherwise unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter on appeal that was not available at the time the request for reconsideration was made to the director under Pda 514.01;

(e) Specify the reason for the late filing and include as an attachment written documentation supporting the reason specified for late filing; and

(f) Include the following certification:

"I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this appeal and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete."

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.08 Referral of Matter to Board Member for Recommendation: Procedure for Board Member.

(a) The chair of the board shall designate a board member to review appeals to the authority under Pda 514.06.

(b) The board designate shall:

(1) Notify the appellant in writing that the board designate will be reviewing the matter on appeal on behalf of the board and preparing a recommended decision regarding the appeal for consideration and action by the board;

(2) Provide the appellant an opportunity, including date, time, and location, to meet with the board designate and present his or her information and argument regarding the appeal, provided that the meeting shall occur within 15 business days of the filing of the appeal with the authority;

(3) Notify the appellant that he or she may bring counsel or a personal representative to the meeting;

(4) Notify the appellant that any written information, testimony or argument not previously submitted during reconsideration by the division director shall be submitted to the board designate not later than 5 business days before the date of the meeting with the board designate; and

(5) Notify the appellant that the meeting with the board designate will be recorded.

(c) The division director shall provide the board designate a copy of all information concerning the matter in the possession of the division director.

(d) The following shall apply at the meeting with the board designate:

(1) The board designate shall exclude any additional written information, testimony or argument that was not submitted in accordance with (b)(4) above unless the board designate finds good cause for appellant's failure to comply with (b)(4) above and that late submission was not intended to delay the appeal or the meeting with the board designate. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with (b)(4) above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with (b)(4) above;

(2) The appellant or his or her counsel or representative may direct questions to the board designate, including questions for a division representative(s) present at the meeting;

(3) The division staff may direct questions to the board designate, including questions for appellant or his or her counsel or representative present at the meeting;

(4) The appellant's questions for the division representative(s) and the division's questions to the appellant or appellant's representative shall be asked only by the board designate; and

(5) The board designate may exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument.

(e) Within 10 business days after the meeting with the board designate under (d) above, the board designate, after reviewing the information provided by the division director and the appellant, and after meeting with division staff and the appellant, if the appellant requested such a meeting, shall make a written recommendation to the authority regarding the appeal. The board designate shall at the same time send to the appellant, by first class mail, a copy of the recommendation made to the authority.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.09 Authority Action on Appeal.

(a) Within 10 business days of receipt of a recommendation from a board designate, the authority shall notify the appellant in writing:

(1) That the authority will be reviewing the board designate's recommendation regarding the appeal;

(2) Of the date, time, and location of the regularly scheduled board meeting at which the review is scheduled, provided that the meeting shall not be sooner than 20 calendar days from the receipt of the board designate's recommendation under Pda 514.08(e);

(3) That he or she may bring counsel or a personal representative to the meeting; and

(4) That the meeting with the board will be recorded.

(b) At the board meeting when the appeal is scheduled, the authority shall consider:

(1) All information on file with the division concerning the matter;

(2) All information submitted to the authority or board designate under Pda 514.07 and Pda 514.08;

(3) Any additional written information not previously submitted under Pda 514.07 or Pda 514.08, provided the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 or Pda 514.08 and that late submission was not intended to delay the appeal or the meeting with the authority. For purposes of this paragraph, "good cause" means that the appellant did not discover or learn of the information in time to submit such information in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered or learned of such information with reasonable diligence to comply with Pda 514.07 or Pda 514.08;

(4) Any oral statement or argument made by the appellant or his representative or division staff; and

(5) The recommendation of the board designate.

(c) The following shall apply at the board meeting:

(1) The appellant may bring counsel or a personal representative;

(2) The authority shall exclude any additional written information, testimony or argument that was not submitted in accordance with Pda 514.07 and Pda 514.08 unless the chair of the

authority finds good cause for appellant's failure to comply with Pda 514.07 and Pda 514.08 and that late submission was not intended to delay the appeal. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with Pda 514.07 or Pda 514.08; and

(3) Any oral information, testimony or argument may be received, but the chair or other presiding officer in the chair's absence shall exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument, including without limitation, information, testimony or argument included in or with the division's file regarding the appellant or the written recommendation of the board designate.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.10 Decision by Authority on Appeal. The authority shall render a decision regarding the appeal no later than the next regularly scheduled board meeting following any board meeting held under Pda 514.09.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.11 When Matter Remanded to Division Director: Notification of Decision of Authority.

(a) If the authority determines that the permit should be granted because the appellant has met its burden of proving by a preponderance of the evidence that the decision of the division director to deny the appellant's request to issue the permit sought after in the petition for reconsideration was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision, the authority shall remand the matter to the division director for action in accordance with its decision.

(b) The authority shall notify the appellant of its decision and provide a written copy thereof within 10 business days of issuing a decision pursuant to Pda 514.10.

(c) If the authority determines, under (a) above, that the permit should be granted, the appellant shall return a completed application for the permit sought within 10 business days of receipt of notice from the authority under (b) above.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.12 Removal of Representatives.

(a) Upon making a finding of misconduct on the part of any representative appearing before the director, authority or board designate, as applicable, the director, authority or board designate shall prohibit that individual from acting as a representative for the pending matter.

(b) For purposes of this section, misconduct means:

(1) Behavior that is disruptive to the orderly conduct of the reconsideration or appeal; or

- (2) A consistent or recurring failure to:
 - a. Meet deadlines; or
 - b. Comply with the provisions of Pda 514.

(c) Prior to making a finding of misconduct so as to warrant the imposition of such prohibition, the director, authority or board designate, as applicable, shall:

- (1) Inform the representative and the party represented by the representative to the proceeding of the proposed prohibition; and
- (2) Provide an opportunity for the representative and the party represented by the representative to address the director, authority or board designate, as applicable, regarding why the prohibition should or should not be imposed.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.13 Requests to Extend Time.

(a) Any person seeking reconsideration or appellant may ask the director, authority, or board designate, as applicable, to extend any time limit established by Pda 514.

(b) A request for an extension of time shall be made in writing to the director, authority, or board designate, as applicable, before the expiration of the prescribed period.

(c) Division staff shall be given an opportunity to object within 5 business days of receiving a request to extend time.

(d) The director, authority or board designate, as applicable, shall grant the requested extension if it determines that:

- (1) The time period is not mandated by statute;
- (2) One of the following applies:
 - a. An extension is necessary to conduct a more effective reconsideration or appeal; or
 - b. The person seeking reconsideration, the appellant, or their representative(s) is incapacitated, has suffered a death in the family, or has otherwise been delayed or prevented from meeting the applicable deadline by unforeseeable circumstances beyond the party's control; and
- (3) No person objects to the extension or, if a person does object, the reason(s) for granting the extension outweigh the reason(s) for denying the extension.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.14 Continuance.

(a) Any appellant or person seeking reconsideration may request that a meeting conducted pursuant to Pda 514 be continued for reasonable cause and reconvened or rescheduled.

(b) Prior to filing a request for a continuance of any scheduled meeting regarding a pending reconsideration or appeal made in advance of the meeting, the appellant or person seeking reconsideration seeking the continuance shall seek concurrence with the request from division staff.

(c) A request for a continuance of a meeting with the director, authority or board designate, as applicable, made in advance of such meeting shall:

- (1) Be in writing;
- (2) State the reason(s) for the request;
- (3) Be delivered or received filed at least 5 calendar days before the scheduled meeting date; and
- (4) State whether the division staff agree or disagree with the request or did not respond to the request for concurrence.

(d) A request for a continuance made at a scheduled meeting may be made orally provided notice of such request is recorded by the division director, authority or board designate, as applicable.

(e) The division director, authority or board designate shall grant the request if he or she determines that reasonable cause exists and that no person will be materially prejudiced by the delay.

(f) For purposes of this section, reasonable cause shall include:

- (1) Unavailability of an individual appellant or person seeking reconsideration, or representative, or witness;
- (2) The participants believe that an informal resolution is possible and need more time to resolve the matter; or
- (3) The appellant or person seeking reconsideration or the division are awaiting information, reports, data, or a related court decision which is material to the reconsideration or appeal.

(g) Any grant of a continuance shall specify the time and place at which the meeting shall be rescheduled. The division director, authority or board designate, as applicable, shall provide notice of a rescheduled meeting regarding the reconsideration or appeal in such a manner as is appropriate to ensure that reasonable notice of at least 10 calendar days shall be given of the time and place of the continued meeting.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Stephen N. Bailey
31 Mill Road
North Hampton, NH, 03862
(603) 502-8273

May 31, 2022

Mr. Thomas G. Ferrini, Board Designate
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

re: Administrative Appeal, Mooring Customer No. 5268, Permit No. 7805, Harts Cove

Dear Mr. Ferrini:

I received Mr. Blenkinsop's letter of May 25, 2022 and a copy of the "Report of PDA Board Designate" of the same date via posted mail on May 28, 2022. I did not receive these documents by email, as the letter states at the top. What struck me first was that there was a meeting on May 23, which I was unaware of, and which I surely would have attended had I known of it.

In his May 25 letter, Mr. Blenkinsop was kind enough to extend me the opportunity to ask questions of him about the enclosed report; we spoke today shortly after noon. The first question I asked him was what email address that May 23 letter was sent from, and he told me from Ms. Raeline O'Neil's office email. When I explained that I did not receive it, and that it wasn't in a junk folder, and that I have no blocked email addresses from @peasedev.org, he did me the favor of then emailing me from his office while we were on the phone - it showed as sent from his end, but did not arrive in my In-Box.

I then emailed him, which he received immediately, and when replying to that, his reply showed up in my In-Box within moments. Mr. Blenkinsop can confirm this conversation and exchange of emails.

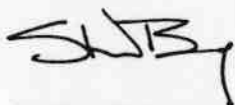
I also never received an email of your letter dated May 11, 2022 notifying me of the May 23 meeting. Nor did I receive a letter by post notifying me of that meeting, or a phone call. I would have attended that meeting. Additionally, if I am to do any future business with the PDA (and if anyone else has had similar problems), this email phenomenon must be resolved.

This is of particular note given that I also did not receive the January 10, 2022 email from the Division, which I most certainly would have addressed within days had I received it.

I am loathe to drag out this process and take up more time of both the Authority and Division staff, and at the same time feel that I should be afforded the opportunity to be heard. I understand that the Authority and Division are bound by their regulations in the interest of fairness across all the taxpayers they serve, and at the same time feel that the factual allegations set forth by the Division, while indisputable, are also incomplete.

Please call if you have any questions.

Sincerely,



Stephen Bailey

May 25, 2022

VIA E-MAIL: wanderingduck@hotmail.com

Stephen N. Bailey
31 Mill Road
North Hampton, NH 03862

RE: Bailey Mooring Appeal

Dear Mr. Bailey,

Attached please find a pdf copy of the Report of PDA Board Designate, Director Thomas G. Ferrini regarding the captioned. This matter will be placed on the June 16, 2022, Board meeting agenda consistent with the requirements of the Pda Administrative Rules.

Let me know if you have any questions.

Sincerely,



Anthony I. Blenkinsop
Deputy Director / General Counsel

cc: Paul E. Brean, Executive Director
Geno Marconi, Division of Ports and Harbors Director



**PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS**

ADMINISTRATIVE APPEAL OF STEPHEN N. BAILEY

REPORT OF PDA BOARD DESIGNATE¹

Stephen N. Bailey resides at 31 Mill Road, North Hampton, NH 03862. The Applicant first filed a Mooring Wait List Application with the Division of Ports and Harbors (“Division”) in January of 2004. In June of 2018, a Mooring Wait List Offer was received by the Applicant at P.O. Box 1874, Hampton, NH 03843. Mr. Bailey filled out the Application on June 25, 2018. He continued with applications and secured moorings through 2021.

A Mooring Wait List Application Notice, bearing a post mark of December 27, 2021, was sent to the mailing address at P.O. Box 1874, Hampton, NH 03843. On January 24, 2022, the 2022-2023 Mooring Wait List letter dated December 27, 2021 was returned to the Division of Ports and Harbors marked “undeliverable” by the USPS. A Mooring Permit Application post marked January 5, 2022 was sent to that same address by the Division, but was returned by the USPS post marked January 10, 2022 as “undeliverable.” Also on January 10, 2022, the Division sent an email regarding the returned application to the address provided by Mr. Bailey on the application (wanderingduck@hotmail.com), but did not receive a reply. The Division attempted to contact Mr. Bailey by telephone on March 10, 2022 at the telephone number provided on the Mooring Application, 603-502-8237, to determine whether there had been a change of address as the late filing period was coming to a close, to which the Division received no reply. On April 14, 2022, Mr. Bailey went to the office of the Division seeking to reestablish his Mooring and he was told that the “time for corrective action had expired”. (See letter of Stephen Bailey dated May 4, 2022). After an additional telephone call on April 18, 2022 to the Harbor Master’s Office, Mr. Bailey spoke with Harbor Master Tracy Shattuck who informed him that he would be allowed to make an appeal to Division Director Geno J. Marconi (“Director Marconi”). Mr. Marconi sent a letter (“Decision”) to Mr. Bailey dated May 2, 2022 confirming that the Mooring Wait List Application was not received timely, and that attempts to contact Mr. Bailey had been unsuccessful.

¹ The factual information contained within this Report is based upon the written submissions of both parties (Stephen N. Bailey and the Division of Ports and Harbors).

In issuing that letter, Director Marconi cited the New Hampshire Code of Administrative Rules Pda 506.04(d) Mooring Permit Applications for Existing Moorings:

(d) Any applicant filing a mooring permit application in accordance with this section shall return a completed application with the required information and documentation for the type of meeting applied for as specified in Pda 511, and the permit fee, to the division's office no later than March 1. Failure to meet the application deadline, whether or not the applicant received an application form with information pre-entered by the division, shall result in a denial in accordance with Pd 507, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after March 1. An applicant who fails to comply with the March 1 deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 506.01, including possible replacement on a wait list under Pda 509, unless the reason for the late application was one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. If the applicant fails to comply with the March 1 deadline or the late application deadline for one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. and wishes to appeal the permit denial to the authority under Pda 514.06, the applicant shall first file his or her application for reconsideration with the division director under Pda 514.03.

Director Marconi then provided Mr. Bailey with a recitation of Pda 514.04 Reconsideration by Division Director: Granting of Permit Under Certain Circumstances and Pda 514.06 Appeal to Authority: Standard of Review as part of the Decision.

Mr. Bailey filed a timely appeal to this Decision pursuant to his letter to Paul E. Brean, Executive Director of the Pease Development Authority dated May 4, 2022. In that appeal he offered a history of the matter and made his factual argument. While he provided additional material, there was no particular "new information" pursuant to Pda 514.07(d) bearing on criteria for potential reconsideration set forth in Pda 514.04(d) which allows a Petition for Reconsideration to be granted if:

- (1) One or more of the following:
 - a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;
 - b. That there was lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
 - c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:

- (i) Fifty percent or more of the application period; or
 - (ii) One day or more during the final 10 days of the application period;
2. The petitioner was on active military service at any time during the application period;
3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or
4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren.

In accordance with Pda 515.08, the Pease Development Authority Chair Stephen Duprey designated PDA Board Member, Thomas G. Ferrini, as the "Board Designate" to hear the appeal. Thereafter, Director Marconi provided the Division's file materials concerning the Mooring and the reconsideration denial to the Board Designee. This material included correspondence from Mr. Bailey. A meeting pursuant to Pda 514.08(b) was scheduled for May 23, 2022 at 3:00 p.m. at the Pease Development Authority Offices at 55 International Drive, Portsmouth, NH 03801 per letter of Board Member Thomas G. Ferrini dated May 11, 2022, emailed to Mr. Bailey at wanderingduck@hotmail.com.

On Monday, May 23, 2022 at 3:00 p.m., Board Designee Ferrini, Director Marconi, PDA General Counsel Anthony Blenkinsop, and PDA Executive Assistant Raeline O'Neil were present. Mr. Bailey failed to attend this meeting.

As such, I am proceeding to write the decision based on the materials filed to date. In particular, I find the assertions of fact set forth in the Director's decision on reconsideration dated May 2, 2022 as being factually credible. The factual allegations set forth by Director Marconi are as follows:

- A mooring waitlist application for the 2022-2023 season, post marked December 27, 2021, was sent to the mailing address on file, and was returned, as undeliverable, by the USPS post marked January 4, 2022;

- A mooring permit for the 2021-2022 season, which Mr. Bailey signed, indicated a mailing address of PO Box 1874, Hampton, NH 03843. Therefore a mooring permit application, post marked January 5, 2022, was sent to that address but was returned by the USPS, post marked January 10, 2022, as undeliverable;
- On January 10, 2022, the Division sent an email to the address provided on the application (wanderingduck@hotmail.com), in an attempt to inform you that the application had been returned in the mail as undeliverable, the Division received no reply;
- On March 10, 2022, the Division attempted to contact you by telephone at the number you provided on the 2021-2022 mooring application (603-502-8237) to inquire if there had been a change in address and that the Late filing Period was coming to a close, again the Division received no reply.

I have reviewed the submittal of Mr. Bailey of May 4, 2022 and after review of the various allegations he sets forth, I proceed with the decision. In particular, in affirming the decision of Director Marconi, I make additional findings based on the May 4, 2022 letter submitted by Mr. Bailey. Mr. Bailey admits that the Division did not fail to meet obligations pursuant to the Administrative Rules by which they are governed. He stated: "I want to be clear up front that the Division did not, by my reading of the Pda Rules, fail to meet their obligations under those rules. Given their attempts to reach me, it is understandable for them to allow the permit to expire." See letter of Stephen N. Bailey to Paul Brean dated May 4, 2022.

Mr. Bailey admitted that he did not timely provide the Division his proper address. In the factual allegation on page three of Mr. Bailey's May 4th letter, on December 2020/January 2021 Mr. Bailey indicates "Received the Mooring application/permit at my permanent address, 31 Mill Rd., North Hampton NH. On the "Send Mail to:" line, I neglected to scribble out "Mailing Address" and mark "Permanent Address." See May 4, 2022 letter, p. 3.

Mr. Bailey further admits under Section (g) of his submittal that "I don't find anywhere in the Pda Rules that the Division behaved unlawfully with regard to those Rules." His argument that the Division behaved unreasonably by again mailing to an address marked "undeliverable" is without merit, given that they had no further factual information and made other attempts to contact him via e-mail and telephone. See May 4, 2022 letter p. 6.

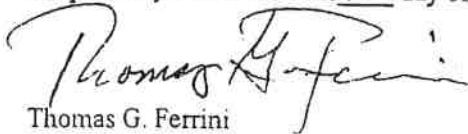
Finally, in Section (h) the Summary of his letter, he asserts "...--the flimsy argument there is that I must have been "incapacitated" to have dropped the ball on my Wait List and Mooring applications." He then foregoes making the argument of incapacity: "I will not attempt to make or prove that argument." See May 4, 2022 letter, p. 7.

In conclusion, while it is regrettable that Mr. Bailey may well have intended to renew his Mooring, intent to do so without adhering to the regulations puts the Division in the position of having to enforce those regulations. The admissions set forth above, combined with the admitted factual record of the communications between the parties, render Mr. Bailey's appeal insufficient to successfully compel reconsideration.

Upon consideration of the party's written submissions, I have reached the following conclusions and make the following recommendations to the PDA Board of Directors:

Mr. Bailey has in no way been able to supplement his limited factual offerings in his letter dated May 4, 2022 which set forth facts which would allow reconsideration of the decision of the Director to deny his appeal. Given that there are no facts before me which effectively influence me to rule otherwise, I hereby affirm the decision on appeal of Director Marconi dated May 2, 2022 and I recommend that the PDA Board affirm Director Marconi's decision on appeal as well.

Respectfully submitted this ⁴⁴25 day of May, 2022:



Thomas G. Ferrini
PDA Board Designate

cc: Geno Marconi, Director, DPH
Anthony I. Blenkinsop, General Counsel, PDA

Within 10 business days after the meeting with the board designate under (d) above, the board designate, after reviewing the information provided by the division director and the appellant, and after meeting with division staff and the appellant, if the appellant requested such a meeting, shall make a written recommendation to the authority regarding the appeal. The board designate shall at the same time send to the appellant, by first class mail, a copy of the recommendation made to the authority.



55 International Drive, Portsmouth NH 03801

May 11, 2022

Via E-mail: wanderingduck@hotmail.com
Stephen N. Bailey
31 Mill Road
North Hampton, NH 03862

RE: Bailey Mooring Appeal

Dear Mr. Bailey,

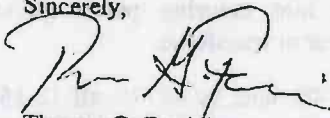
Please be advised that I have been designated by Pease Development Authority Board of Directors Chair Stephen Duprey to hear the above-referenced appeal pursuant to New Hampshire Administrative Rule Pda 514.08. Pursuant thereto, I will prepare a recommended decision regarding the appeal for consideration and action by the PDA Board of Directors.

In advance of that, I will provide you or your representative, if someone other than you, an opportunity to meet with me at the above address on Monday, May 23, 2022, at 3:00 p.m., to present your information and argument regarding the appeal. A Division of Ports and Harbors representative will also be asked to attend this meeting. This meeting will be audio recorded.

Any written information, testimony, or argument not previously submitted during reconsideration by the Division Director shall be submitted to me not later than five (5) business days before the date of the meeting. I recommend that you familiarize yourself with the procedures under Pda 514 (see attached) in advance of the meeting.

Should you have any questions, please do not hesitate to contact PDA Deputy Director / General Counsel Anthony I. Blenkinsop.

Sincerely,



Thomas G. Ferrini

attachment

cc: Geno J. Marconi, Division Director of Ports and Harbors
Anthony I. Blenkinsop, Deputy Director / General Counsel

p\portauthority\moorings\bailey\tr re meeting

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

PART Pda 514 RECONSIDERATION AND APPEAL

Pda 514.01 Definitions.

(a) "Application period" means the period of time between January 15 and 10 business days after March 1 of the year for which the mooring permit application was submitted.

(b) "Incapacitated" means a physical or mental condition that results in:

(1) The inability of an individual to:

- a. Walk unassisted; or
- b. Drive unassisted; or

(2) The confinement of an individual to a location(s) for the purpose of receiving medical or rehabilitative treatment or care.

Source. #7940, eff 8-23-03; ss by #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.02 Reconsideration: Who May Petition.

(a) Any holder of a mooring permit whose mooring permit was revoked after notice and an opportunity for a hearing by the division director pursuant to Pda 507.03, and any applicant for a mooring permit whose application was denied by the division director pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), may petition the division director for reconsideration pursuant to Pda 514.

(b) The persons specified below may petition the authority for reconsideration pursuant to Pda 514 if the authority has denied:

- (1) The issuance of a commercial mooring for hire mooring permit, and the person is the applicant for the commercial mooring for hire mooring permit pursuant to Pda 506.09 or its duly authorized officer or member;
- (2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b), and the person is either the proposed transferor or transferee; or
- (3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02, and the person is either the proposed transferor or transferee.

Source. #7940, eff 8-23-03; amd by #8775, eff 12-16-06; renumbered by #9641 (formerly Pda 514.01); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.03 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

(a) Specify the date of the challenged decision;

(b) Specify every reason that the action taken by the division director or authority was unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter proposed for reconsideration that was not available at the time the application was filed or the revocation was made;

(e) In the case of denial of a permit because of a late filing under Pda 506.04(d), state the reason for the late filing; and

(f) Shall bear the petitioners signature including the following certification:

“I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this petition for reconsideration and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete.”

Source: #7940, eff 8-23-03; amd by #8184, eff 10-1-04; ss by #9641, eff 2-1-10 (formerly Pda 514.02); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.04 Reconsideration by Division Director: Granting of Permit under Certain Circumstances.

(a) A petition for reconsideration by the division director:

(1) For revocation of a permit pursuant to Pda 507.03, shall be filed with the division director within 10 business days from receipt of notice of the revocation; and

(2) For a permit denial pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), shall be filed with the division director within 10 business days from receipt of notice of the permit denial.

(b) The division director shall:

(1) Reconsider a permit revocation or denial within 10 business days of receipt of the petition for reconsideration; and

(2) Notify the petitioner of his or her decision under (c) below within 10 business days of reconsideration.

(c) When reconsidering the decision to deny or revoke the permit, the division director shall consider all information on file with division relating to the denied or revoked permit and any new or additional information relevant to the matter under reconsideration that was not available regarding a permit:

(1) Denial, when the application in question was submitted; or

(2) Revocation, when the decision to revoke a permit was rendered.

(d) The division director shall issue the permit sought after in the petition for reconsideration if, after reconsideration, the division director finds:

(1) One or more of the following:

a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;

b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or

c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:

1. The petitioner was temporarily incapacitated for:

(i) Fifty percent or more of the application period; or

(ii) One day or more during the final 10 days of the application period;

2. The petitioner was on active military service at any time during the application period;

3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or

4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren; and

(2) All of the following:

a. The petition for reconsideration was timely filed in accordance with (a) above;

b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and

c. The petitioner:

1. Meets all of the requirements under Pda 500 for the permit;

2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:

(i) In the case of temporary incapacitation:

i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;

ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or

iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;

(ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;

(iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an

application under Pda 500, but was not provided with the documentation in a timely manner; or

(iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and

3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The division director shall deny the request to issue or reinstate the permit if, after reconsideration, the division director finds that:

- (1) It is more likely than not that the decision was not based on any error of law;
- (2) There were facts reasonably sustaining the decision;
- (3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;
- (4) The petition for reconsideration was not timely filed in accordance with (a) above;
- (5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or
- (6) The petitioner:
 - a. Does not meet all of the requirements under Pda 500 for the permit;
 - b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or
 - c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the division director grants the request to issue or reinstate the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the division director's decision.

Source. #7940, eff 8-23-03; amd by #8184, eff 10-1-04; ss by #9641, eff 2-1-10 (formerly Pda 514.03); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.05 Reconsideration by Authority for Commercial Moorings for Hire and Commercial Moorings.

(a) A petition for reconsideration by the authority shall be filed by the petitioner with the authority within 10 business days from receipt of notice that the authority has denied:

- (1) The issuance of a commercial mooring for hire mooring permit pursuant to Pda 506.09(h);
- (2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b); or
- (3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02.

(b) The authority shall review and make a decision on whether or not to grant a petition for reconsideration at its next regularly scheduled meeting, if the petition was received at least 10 business days before such meeting. If the petition was not received at least 10 business days before the authority's next regularly scheduled meeting, the authority shall review and make a decision on whether or not to grant the petition for reconsideration at the authority's following regularly scheduled meeting. The authority shall notify the petitioner of the authority's decision on whether to grant or deny the petition within 5 business days of the decision.

(c) When making a decision on a petition for reconsideration, the authority shall consider all information on file with the division concerning the authority's denial under Pda 514.02(b) and any new or additional information relevant to the matter under reconsideration that was not available regarding:

- (1) A permit denial, when the application in question was submitted; or
- (2) The transfer of a commercial mooring permit, when the decision to refuse the permit transfer was rendered.

(d) The authority shall remand the matter to the division director for issuance of the permit or for granting a request for a transfer sought after in the petition for reconsideration, if, after reconsideration, the authority finds:

- (1) One or more of the following:
 - a. It more likely than not that the authority's decision concerning the issuance or transfer of the mooring was based on an error of law or fact;
 - b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
 - c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:
 - (i) Fifty percent or more of the application period; or
 - (ii) One day or more during the final 10 days of the application period;
 2. The petitioner was on active military service at any time during the application period;
 3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application by Pda 500; or
 4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children or grandchildren; and
- (2) All of the following:
 - a. The petition for reconsideration was timely filed in accordance with (a) above;
 - b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and

c. The petitioner:

1. Meets all of the requirements under Pda 500 for the permit or transfer;
2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:
 - (i) In the case of temporary incapacitation:
 - i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;
 - ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or
 - iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;
 - (ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;
 - (iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an application under Pda 500, but was not provided with the documentation in a timely manner; or
 - (iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and
3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The authority shall deny the request to issue or transfer the permit specified in Pda 514.02(b) if, after reconsideration, the authority finds that:

- (1) It is more likely than not that the decision was not based on any error of law;
- (2) There were facts reasonably sustaining the decision;
- (3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;
- (4) The petition for reconsideration was not timely filed in accordance with (a) above;
- (5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or
- (6) The petitioner:
 - a. Does not meet all of the requirements under Pda 500 for the permit or transfer;
 - b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or

c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the authority grants the request to issue or transfer the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the authority's decision.

Source. #9641, eff 2-1-10 (formerly Pda 514.04); ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.06 Appeal to Authority; Standard of Review.

(a) If the division director has denied a request to issue the permit sought after in a petition for reconsideration under Pda 514.04, the petitioner may appeal to the authority within 10 business days after receipt of written notice of denial by the division director.

(b) The appellant shall bear the burden of proving that the decision of the division director to deny appellant's request to issue the permit sought after in a petition for reconsideration under Pda 514.04 was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision.

(c) The authority shall accept all determinations of the division director made under Pda 514.04 upon questions of fact as lawful and reasonable unless the appellant specifically rebuts such determination of fact as unlawful or unreasonable.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.07 Requirements for Appeal. A request for appeal shall:

(a) Specify the date notice of the division director's denial of the request to issue the permit sought after in a petition for reconsideration was received by the appellant;

(b) Specify every reason that the action taken by the division director or authority was contrary to Pda 500 or otherwise unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter on appeal that was not available at the time the request for reconsideration was made to the director under Pda 514.01;

(e) Specify the reason for the late filing and include as an attachment written documentation supporting the reason specified for late filing; and

(f) Include the following certification:

"I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this appeal and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete."

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.08 Referral of Matter to Board Member for Recommendation; Procedure for Board Member.

(a) The chair of the board shall designate a board member to review appeals to the authority under Pda 514.06.

(b) The board designate shall:

(1) Notify the appellant in writing that the board designate will be reviewing the matter on appeal on behalf of the board and preparing a recommended decision regarding the appeal for consideration and action by the board;

(2) Provide the appellant an opportunity, including date, time, and location, to meet with the board designate and present his or her information and argument regarding the appeal, provided that the meeting shall occur within 15 business days of the filing of the appeal with the authority;

(3) Notify the appellant that he or she may bring counsel or a personal representative to the meeting;

(4) Notify the appellant that any written information, testimony or argument not previously submitted during reconsideration by the division director shall be submitted to the board designate not later than 5 business days before the date of the meeting with the board designate; and

(5) Notify the appellant that the meeting with the board designate will be recorded.

(c) The division director shall provide the board designate a copy of all information concerning the matter in the possession of the division director.

(d) The following shall apply at the meeting with the board designate:

(1) The board designate shall exclude any additional written information, testimony or argument that was not submitted in accordance with (b)(4) above unless the board designate finds good cause for appellant's failure to comply with (b)(4) above and that late submission was not intended to delay the appeal or the meeting with the board designate. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with (b)(4) above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with (b)(4) above;

(2) The appellant or his or her counsel or representative may direct questions to the board designate, including questions for a division representative(s) present at the meeting;

(3) The division staff may direct questions to the board designate, including questions for appellant or his or her counsel or representative present at the meeting;

(4) The appellant's questions for the division representative(s) and the division's questions to the appellant or appellant's representative shall be asked only by the board designate; and

(5) The board designate may exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument.

(e) Within 10 business days after the meeting with the board designate under (d) above, the board designate, after reviewing the information provided by the division director and the appellant, and after meeting with division staff and the appellant, if the appellant requested such a meeting, shall make a written recommendation to the authority regarding the appeal. The board designate shall at the same time send to the appellant, by first class mail, a copy of the recommendation made to the authority.

Source #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.09 Authority Action on Appeal.

(a) Within 10 business days of receipt of a recommendation from a board designate, the authority shall notify the appellant in writing:

- (1) That the authority will be reviewing the board designate's recommendation regarding the appeal;
- (2) Of the date, time, and location of the regularly scheduled board meeting at which the review is scheduled, provided that the meeting shall not be sooner than 20 calendar days from the receipt of the board designate's recommendation under Pda 514.08(e);
- (3) That he or she may bring counsel or a personal representative to the meeting; and
- (4) That the meeting with the board will be recorded.

(b) At the board meeting when the appeal is scheduled, the authority shall consider:

- (1) All information on file with the division concerning the matter;
- (2) All information submitted to the authority or board designate under Pda 514.07 and Pda 514.08;
- (3) Any additional written information not previously submitted under Pda 514.07 or Pda 514.08, provided the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 or Pda 514.08 and that late submission was not intended to delay the appeal or the meeting with the authority. For purposes of this paragraph, "good cause" means that the appellant did not discover or learn of the information in time to submit such information in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered or learned of such information with reasonable diligence to comply with Pda 514.07 or Pda 514.08;
- (4) Any oral statement or argument made by the appellant or his representative or division staff; and
- (5) The recommendation of the board designate.

(c) The following shall apply at the board meeting:

- (1) The appellant may bring counsel or a personal representative;
- (2) The authority shall exclude any additional written information, testimony or argument that was not submitted in accordance with Pda 514.07 and Pda 514.08 unless the chair of the

authority finds good cause for appellant's failure to comply with Pda 514.07 and Pda 514.08 and that late submission was not intended to delay the appeal. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with Pda 514.07 or Pda 514.08; and

(3) Any oral information, testimony or argument may be received, but the chair or other presiding officer in the chair's absence shall exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument, including without limitation, information, testimony or argument included in or with the division's file regarding the appellant or the written recommendation of the board designate.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.10 Decision by Authority on Appeal. The authority shall render a decision regarding the appeal no later than the next regularly scheduled board meeting following any board meeting held under Pda 514.09.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.11 When Matter Remanded to Division Director; Notification of Decision of Authority.

(a) If the authority determines that the permit should be granted because the appellant has met its burden of proving by a preponderance of the evidence that the decision of the division director to deny the appellant's request to issue the permit sought after in the petition for reconsideration was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision, the authority shall remand the matter to the division director for action in accordance with its decision.

(b) The authority shall notify the appellant of its decision and provide a written copy thereof within 10 business days of issuing a decision pursuant to Pda 514.10.

(c) If the authority determines, under (a) above, that the permit should be granted, the appellant shall return a completed application for the permit sought within 10 business days of receipt of notice from the authority under (b) above.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.12 Removal of Representatives.

(a) Upon making a finding of misconduct on the part of any representative appearing before the director, authority or board designate, as applicable, the director, authority or board designate shall prohibit that individual from acting as a representative for the pending matter.

(b) For purposes of this section, misconduct means:

(1) Behavior that is disruptive to the orderly conduct of the reconsideration or appeal; or

(2) A consistent or recurring failure to:

- a. Meet deadlines; or
- b. Comply with the provisions of Pda 514.

(c) Prior to making a finding of misconduct so as to warrant the imposition of such prohibition, the director, authority or board designate, as applicable, shall:

- (1) Inform the representative and the party represented by the representative to the proceeding of the proposed prohibition; and
- (2) Provide an opportunity for the representative and the party represented by the representative to address the director, authority or board designate, as applicable, regarding why the prohibition should or should not be imposed.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.13 Requests to Extend Time.

(a) Any person seeking reconsideration or appellant may ask the director, authority, or board designate, as applicable, to extend any time limit established by Pda 514.

(b) A request for an extension of time shall be made in writing to the director, authority, or board designate, as applicable, before the expiration of the prescribed period.

(c) Division staff shall be given an opportunity to object within 5 business days of receiving a request to extend time.

(d) The director, authority or board designate, as applicable, shall grant the requested extension if it determines that:

- (1) The time period is not mandated by statute;
- (2) One of the following applies:
 - a. An extension is necessary to conduct a more effective reconsideration or appeal; or
 - b. The person seeking reconsideration, the appellant, or their representative(s) is incapacitated, has suffered a death in the family, or has otherwise been delayed or prevented from meeting the applicable deadline by unforeseeable circumstances beyond the party's control; and
- (3) No person objects to the extension or, if a person does object, the reason(s) for granting the extension outweigh the reason(s) for denying the extension.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Pda 514.14 Continuance.

(a) Any appellant or person seeking reconsideration may request that a meeting conducted pursuant to Pda 514 be continued for reasonable cause and reconvened or rescheduled.

(b) Prior to filing a request for a continuance of any scheduled meeting regarding a pending reconsideration or appeal made in advance of the meeting, the appellant or person seeking reconsideration seeking the continuance shall seek concurrence with the request from division staff.

(c) A request for a continuance of a meeting with the director, authority or board designate, as applicable, made in advance of such meeting shall:

- (1) Be in writing;
- (2) State the reason(s) for the request;
- (3) Be delivered or received filed at least 5 calendar days before the scheduled meeting date; and
- (4) State whether the division staff agree or disagree with the request or did not respond to the request for concurrence.

(d) A request for a continuance made at a scheduled meeting may be made orally provided notice of such request is recorded by the division director, authority or board designate, as applicable.

(e) The division director, authority or board designate shall grant the request if he or she determines that reasonable cause exists and that no person will be materially prejudiced by the delay.

(f) For purposes of this section, reasonable cause shall include:

- (1) Unavailability of an individual appellant or person seeking reconsideration, or representative, or witness;
- (2) The participants believe that an informal resolution is possible and need more time to resolve the matter; or
- (3) The appellant or person seeking reconsideration or the division are awaiting information, reports, data, or a related court decision which is material to the reconsideration or appeal.

(g) Any grant of a continuance shall specify the time and place at which the meeting shall be rescheduled. The division director, authority or board designate, as applicable, shall provide notice of a rescheduled meeting regarding the reconsideration or appeal in such a manner as is appropriate to ensure that reasonable notice of at least 10 calendar days shall be given of the time and place of the continued meeting.

Source. #9641, eff 2-1-10; ss by #9975, eff 8-20-11 (See Revision Note at chapter heading for Pda 500); ss by #12958, eff 12-24-19

Stephen N. Bailey
31 Mill Road
North Hampton, NH, 03862
(603) 502-8273

May 4, 2022

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

re: Pda 514.06, for Mooring Customer No. 5268, Permit No. 7805, Harts Cove

Dear Mr. Brean:

This package has been prepared in accordance with Pda 514.06 and 514.07 as an Appeal to Authority for the purpose of correcting the expiration of my mooring permit and allowing me to come current on both the 2022-2023 General Use Mooring Application and Permit and 2022-2023 Mooring Wait List Application.

My first year on the waiting list was 2004. I was granted a mooring in the summer of 2018. I have been diligent in staying current with my applications and fees, and will show that I had no intention of missing the calendar window for the 2022-2023 applications. The expiration of the mooring permit is primarily an issue of mailing vs permanent addresses and then exacerbated by both myself and the Division of Ports and Harbors, with neither party doing so intentionally.

I want to be clear up front that the Division did not, by my reading of the Pda Rules, fail to meet their obligations under those rules. Given their attempts to reach me, it is understandable for them to allow the permit to expire. I do want to show my earnest attempts at staying current and to show how the Division might have avoided both additional time on their part and these subsequent filings.

I appreciate you considering the following, and apologize if I err on the side of "more information" in the interest of avoiding "not enough." Additionally, I request that you forgive, or allow for, corrections to grammar, spelling or errors that affect this appeal: I only received the Division's denial of my Request for Reconsideration on May 2, 2022, and want to submit this to your office as soon as possible.

Should you wish to speak with me, I am available by phone and to meet you at your convenience.

Sincerely,

Stephen Bailey

A copy of this document has been emailed to p.breane@peasedev.org.

Section [d] Timeline:

Unless otherwise indicated by {nd}, everything noted below is documented in Section [x] Attachments by date, or by attachment in another Section.

- Jan 2004 My initial Mooring Wait List application was submitted.
- Jan 2011 Last year that my Mooring Wait List application had the P.O. box for both addresses.
- Jan 2012 First year that my Mooring Wait List application had the P.O. box for "Mailing Address" and 31 Mill Road for "Permanent Address."
- June 2018 Mooring Wait List offer received at the P.O. box and notified by email (06/16/22).
- June 25, 2018 I went to the Division's Market Street offices to ensure I got the paperwork done correctly. I remember that while filling out the Initial Mooring Application and Permit form, I asked whomever was helping me about the Mailing Address entry, and that it was suggested we use the current mailing address on file to get the initial mooring application secured {nd}.
- Jan 2019 Email correspondence with Del Record wrt the registration for the boat. I remember going to the office on Market Street between January 2019 and June 2019 in the interest of making sure I got the paperwork done correctly due to the change in vessels.
- between May 2019 and September 2019 I gave up the P.O. box and filled out the forwarding paperwork with the United States Postal Service.
- Dec 2019/Jan 2020 Received the Wait List and Mooring Permit applications at my permanent address, 31 Mill Rd, North Hampton NH. On the "Send Mail To:" line, I neglected to scribble out "Mailing Address" and mark "Permanent Address."
- Dec 2020/Jan 2021 Received the Mooring **application/permit** at my permanent address, 31 Mill Rd, North Hampton NH. On the "Send Mail To:" line, I neglected to scribble out "Mailing Address" and mark "Permanent Address."
- Feb 2021 I hand-delivered my Wait List and Mooring Permit applications, and at that time removed Harts Cove Nearshore from my annual renewals.
- December 27, 2021 (Per the Division letter of 05/02/22,) The 2022-23 Mooring Waitlist application notice was postmarked this date, sent to mailing **address** on file (the P.O. Box).
- December 28, 2021 I registered the boat in preparation for the Mooring Permit paperwork generally sent late December or Early January, as registration is required for the Mooring Permit (my birthday is in March, so otherwise wouldn't need to register a vehicle until then).
- January 4, 2022 (Per the Division letter of 05/02/22,) The 2022-23 Mooring Waitlist postmarked 12/27/2021 was returned by the USPS to the Harbormaster's office as "undeliverable."
- January 5, 2022 (Per the Division letter of 05/02/22,) The 2022-23 Mooring Permit application was postmarked this date, sent to the same mailing address (P.O. Box) that was the day before returned as "undeliverable."
- January 10, 2022 (Per the Division letter of 05/02/22,) The 2022-23 Mooring Permit application postmarked 01/05/22 was returned by the USPS to the Harbormaster's office as "undeliverable."
- January 10, 2022 (Per the Division letter of 05/02/22,) An email was sent to the email address on file in attempt to reach me wrt the 2022-23 Mooring Waitlist and Mooring Permit applications, and I never saw this in my email inbox - see Sections [e] and [x].

February 17, 2022 I left for Nicaragua and was without cell phone service and unable to hear voice mail for the duration of my stay.

February 28, 2022 The Mooring Wait List and Mooring Permit application period ends.

March 10, 2022 The division attempted to reach me by phone to address the Mooring Waitlist and Mooring Permit. I was out of the country and without cell phone service or a way to check my voicemail (I did have internet service).

March 14, 2022 The "10 business days after March 1st Late Fee period to address either of the two permits expired.

March 31, 2022 I returned from Nicaragua.

April 12 and 13, 2022 I traveled to Pennsylvania to complete the purchase of a new boat (smaller than the rush-purchase boat I've had on the mooring, but with fewer projects needed).

April 13, 2022 On the way back from Pennsylvania, I realized that I had never received the Mooring Wait List or Mooring Permit applications {nd}, and that I must address that asap.

April 14, 2022 I went to the Division's offices on Market Street shortly after the start of office hours with my last year's (and all of my) paperwork in hand, and with my checkbook, hoping to sort out what happened and bring my status to current. At that time, the Division shared nothing with me about their efforts to reach me, and declined to discuss the matter with me beyond telling me that the time for corrective action had expired. {nd}

April 18, 2022 I made a phone call to the Harbormaster's office and spoke with Mr. Shattuck, who informed me that I was allowed to make an appeal to the Division Director, Geno Marconi. At that time I was not told of the Division's attempts to mail, email or phone me. I was also not directed to the Pda rules for the submittal requirements. My notes from this call say that the only permissible reasons for reconsideration were: medical, a mistake of another state or government agency, or active military service. On this day I sent a letter to Mr. Geno Marconi in an attempt to rectify the situation.

April 22, 2022 I visited the Division office that morning to confirm receipt of my 04/18/22 letter and was told by Ms. LaRochelle that the letter had been received, that Mr. Marconi has a few days to respond, and that I should hear from him any day. When I queried as to more specifically when, I was told "probably middle of next week."

April 28, 2022 I phoned the Division office to find out status of the situation, and was told by Ms. LaRochelle that Mr. Marconi was working on it. I asked in what way should I expect a response, and was told "probably email."

May 2, 2022 Mr. Marconi sent me an email with a letter attached confirming that the Mooring Permit expired 03/31/22, and that should I seek to make an Appeal that that I might consult the Pda Rules.

May 3, 2022 I phoned the Authority seeking information with regards to who the Appeal should be sent to, and to confirm the address. Mr. Blankenstop was kind enough to return my call and give me Mr. Brean's name, title and email, and to confirm the mailing address.

Section [e] Facts* of the Situation:

(*or, "as close to facts as is possible")

The US Post Office forwarded mail from that P.O. Box number to my **home/permanent** address for much longer than a year.

I failed to adjust the Mailing Address on both the Wait List and Mooring Permit applications after giving up my P.O. Box.

I registered my boat on 12/28/21 for the purpose of being prepared for the Division's annual mailing.

All boat registrations submitted to the Division showed my address as 31 Mill Road, North Hampton NH.

The Division, having had their 12/27/21 mailing to me at the P.O. Box number returned to them as "undeliverable" on 01/04/22, sent their 01/05/22 correspondence to that same P.O. Box number.

The Division, having had that 01/05/22 correspondence also returned as "undeliverable," says that they sent an email on 03/10/22 and have provided documentation to that affect. I have no record of receiving that email, generally don't delete incoming mail, and unsurprisingly have little in the way of documenting this save the screenshots of my inbox in Section [x]. This remains a mystery to me.

I failed to remember to contact the Division wrt the annual mailings prior to leaving the country.

The Division made no further attempt to contact me after 01/10/22 until 03/10/22: not another email or phone call, and no postcard or letter sent to the Permanent Address on file. I don't see anywhere in the Pda rules where the Division was obligated to do so, but my reading of the Pda rules may have missed something.

On 04/14/22 and 04/18/22, the Division did not inform me that the Pda rules must be adhered to with regards to correcting the situation (the only reference I found to the Pda rules prior to 05/02/22 is in the Division's mailing to me at the time of my original application to the Mooring Wait List, in 2004).

Attached to the Division's 05/02/22 denial of my request to issue the permit sought, a copy of my 2021-2022 Mooring Application and Permit is included. This copy shows several made-by-hand initials, dates and check marks. The hard copy that was mailed to me has in addition to the made-by-hand initials, dates and check marks, a question mark next to the "Permanent Address," and this question mark is not shown on the version attached to the 05/02/22 letter – see Section [x].

Section [f] Submissions Pursuant to Pda 514.03 Requirements for Reconsideration:

As described in Section [e] above, I was not made aware of Pda 514.03 when I sought to resolve the Wait List and Mooring Permit applications. Additionally, the Division did not inform me of its attempts to contact me, nor did the Division choose to speak with me about the matter on or after 04/13/22.

Therefore and unsurprisingly, I failed to meet it's requirements. My letter of 04/18/22 is all I have, and is included in the Division's 05/02/22 Denial of Request for Reconsideration – see Sections [g] and [x].

Section [g] Submissions Pursuant to Pda 514.07 Appeal to the Authority:

Pda 514.07(a) The Division Director's denial of my Request for Reconsideration was sent May 2, 2022 by email (and received shortly thereafter that same day) to my email address on file. This 05/02/22 letter is copied in full including its attachments in Section [x].

Pda 514.07(b) *...every reason that the action taken by the Division... was... unlawful or unreasonable...*
I don't find anywhere in the Pda rules that the Division behaved unlawfully with regard to those rules.

The Division behaved unreasonably in the following manner/ways:

(b.1) The Division, *after* having it's first mailing returned as "undeliverable" by the USPS, sent the next mailing to *that same* "undeliverable" address. This is understandable as human error, but functionally falls under the heading of "doing the same thing and expecting different results."

(b.2) The division did not attempt to reach me between 01/10/22 and 03/10/22.

(b.3) By attempting to reach me on 03/10/22, the Division left only one (or perhaps two) business days for me to respond.

(b.4) The Division staff members declined to speak with me about the situation when I arrived at the Market Street offices on 04/14/22 or on any of my subsequent visits or phone calls. This meant that not only did they not understand how things looked from my end, but also that I couldn't understand how things looked from their end.

Pda 514.07(c) *...as an attachment a copy of the request that was denied...*

This letter dated 04/18/22 is included in the Division's 05/02/22 letter - see Section [x].

Pda 514.07(d) *...new or additional information... that wasn't available at the time of the Request for...*

(d.1) The Division didn't know that I was out of the country from 02/17/22 through 03/31/22 and that while away that I was not reachable by voice or voicemail.

(d.2) I submit that much of the information in Section [d] Timeline starting at 12/27/21 constitutes information that is either new to the Division, or is new to me as of 05/02/22.

Pda 514.07(e) *Specify the reason for late filing and include as an attachment written documentation...*

I did not receive the applications from the Division as I have the previous 17 years, the Division was not able to reach me by email on their one attempt 01/10/22 or by phone on their one attempt 03/10/22, my attention was drawn elsewhere early in February 2022, and I was out of the country without cellular service from 02/17/22 through 03/31/22.

The details of the above are included in Sections [d], [e] and [x] of this appeal submittal.

Pda 514.07(f) I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this appeal and all its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete.

Section [h] Summary:

I am not without culpability here, and understand that I was made knowledgeable in 2004 of my responsibility to renew these permits regardless of if I've received them from the Division. I remember wondering this past January if the unreceived mailings from the Division might be a function of the pandemic, but by the end of January I was preoccupied with my octogenarian parents' health, work, and preparing to take my work out of the country while at the same time negotiating the purchase of a newer, less **time/project-intensive** sailboat to replace the initial one purchased in haste after being awarded the mooring – the flimsy argument there is that I must have been "incapacitated" to have dropped the ball on my Wait List and Mooring applications. I will not attempt to make or prove that argument.

It should be clear from the attached documents that it was never my intent to allow this mooring permit to expire, and that once I realized what had happened, that I have made every reasonable effort to correct the situation in a timely manner.

The Division made more effort during the application period than is required by the Pda rules, and at the same time did not take the actions that one might hope to expect as typical practice by the offices of either private or public institutions, this in regards to getting in touch with me by phone, email or my permanent address.

Certainly, should the Authority grant me success in this appeal, I already have it on my calendar to ensure these applications are made prior to the end of every January.

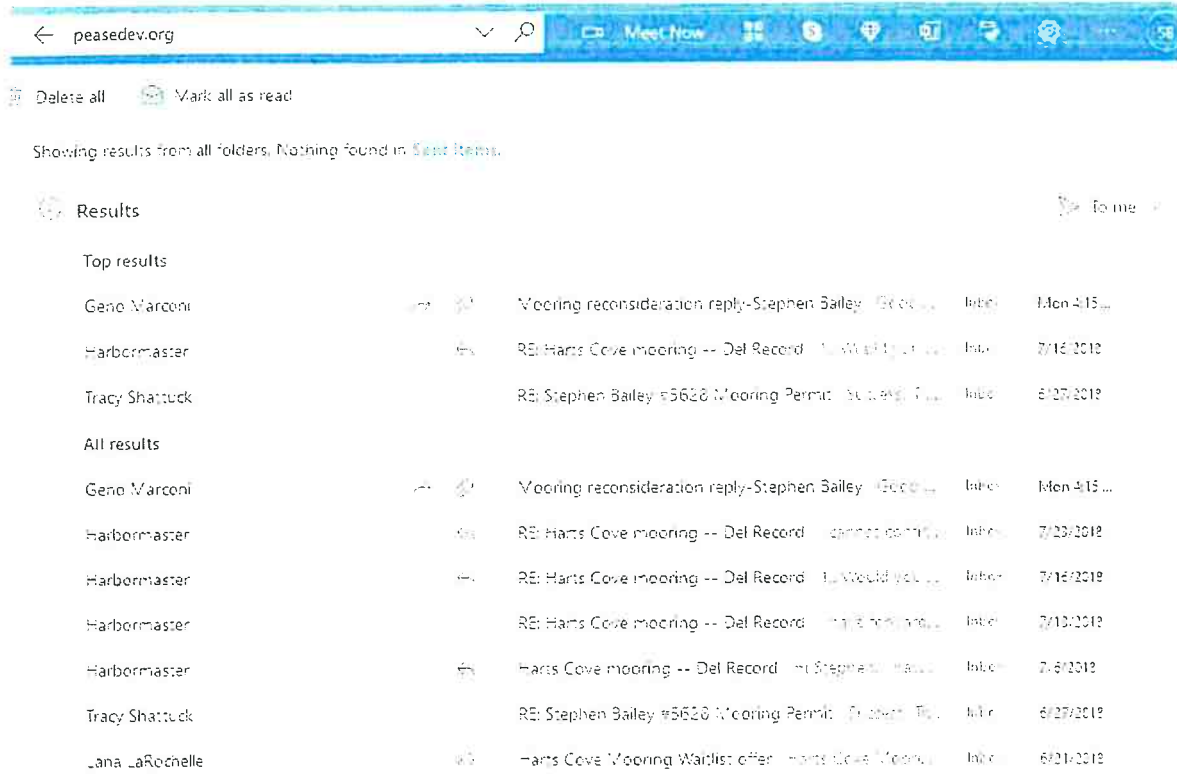
Section [x] Attachments:

Section [x] Attachments, pursuant to Section [e] Facts² of the Situation:

The Division, having had that 01/05/22 correspondence also returned as “undeliverable,” says that they sent an email on 01/10/22 and have provided documentation to that affect. I have no record of receiving that email, generally don’t delete incoming mail, and unsurprisingly have little in the way of documenting this save the screenshots of my Inbox in Section [x]. This remains a mystery to me.

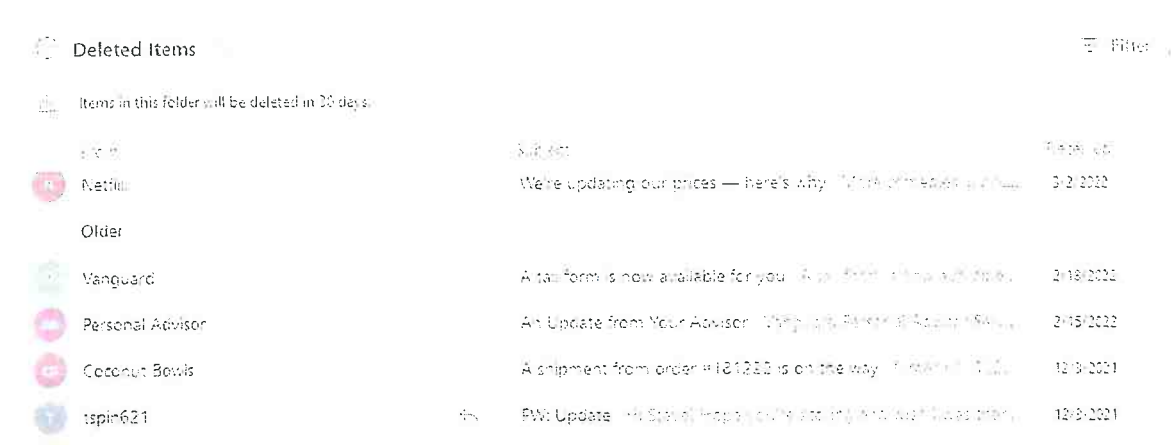
Shown below is a screenshot of my inbox, filtering for any and all email from @peasedev.org .

Note that I have previously received email from Ms. LaRochelle.



My “Junk” mail is not retained longer than 10 days and a screenshot of that would not be helpful.

There is no email from anyone from @peasedev.org in my Deleted Items folder:



Section [x] Attachments,

Attachment Pursuant to Sections [f] and [g] - Pda 514.03, Pda 514.07(a) and Pda 514.07(c):

The Division Director's denial of my Request for Reconsideration follows in its entirety, and includes my 04/18/22 letter requesting reconsideration. The last three pages have been cropped in the interest of saving space.



555 Market Street, Suite 1 Portsmouth, NH 03801

May 2, 2022

Mr. Stephen Bailey
PO Box 1847
Hampton, NH 03843

Subject: Mooring #7805 reconsideration

Dear Mr. Bailey,

The Division of Ports & Harbors (the "Division") is in receipt of your letter requesting reconsideration of your expired mooring permit #7805 and waitlist applications. Below is a review of the facts in evidence in the mooring file, with copies attached:

- A mooring waitlist application for the 2022 -2023 season, post marked December 27, 2021, was sent to the mailing address on file, and was returned, as undeliverable, by the USPS post marked January 4, 2022;
- A mooring permit for the 2021-2022 season, which you signed, indicated a mailing address of PO Box 1874, Hampton, NH 03843. Therefore a mooring permit application, post marked January 5, 2022, was sent to that address but was returned by the USPS, post marked January 10, 2022, as undeliverable;
- On January 10, 2022, the Division sent an email to the address provided on the application (wanderingduck@hotmail.com), in an attempt to inform you that the application had been returned in the mail as undeliverable, the Division received no reply;
- On March 10, 2022, the Division attempted to contact you by telephone at the number you provided on the 2021-2022 mooring application (603-502-8237) to inquire if there had been a change in address and that the Late filing Period was coming to a close, again the Division received no reply.

The New Hampshire Code of administrative Rules Pda 506.04(d) states the following:

Pda 506.04 Mooring Permit Applications for Existing Moorings.

(d) Any applicant filing a mooring permit application in accordance with this section shall return a completed application with the required information and documentation for the type of mooring applied for as specified in Pda 511, and the permit fee, to the division's office no later than March 1. Failure to meet the application deadline, whether or not the applicant received an application

○ ○ ○ ○ T A K I N G Y O U T H E R E

ph: 603-436-6500 fax: 602-436-2700 www.peasedev.org

form with information pre-entered by the division, shall result in a denial in accordance with Pda 507, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after March 1. An applicant who fails to comply with the March 1 deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 506.01, including possible placement on a wait list under Pda 509, unless the reason for the late application was one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. If the applicant fails to comply with the March 1 deadline or the late application deadline for one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. and wishes to appeal the permit denial to the authority under Pda 514.06, the applicant shall first file his or her application for reconsideration with the division director under Pda 514.03.

In your request for reconsideration, you claim that the USPS failed to provide service which affected your ability to reapply. It is apparent to the Division that the USPS attempted to deliver mail to the mailing address you provided on your 2021-2022 application.

Pda 514.04 Reconsideration by Division Director: Granting of Permit under Certain Circumstances.

(d) The division director shall issue the permit sought after in the petition for reconsideration if, after reconsideration, the division director finds:

(1) One or more of the following:

- a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;
- b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
- c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:
 - (i) Fifty percent or more of the application period; or
 - (ii) One day or more during the final 10 days of the application period;
 2. The petitioner was on active military service at any time during the application period;
 3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or

4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren; and

Therefore it is the determination of the Division Director to deny your request for reconsideration and as such, the mooring permit expired March 31, 2022.

Should you believe this determination was in error, you have the right to appeal to the Pease Development Authority in accordance with:

Pda 514.06 Appeal to Authority: Standard of Review.

(a) If the division director has denied a request to issue the permit sought after in a petition for reconsideration under Pda 514.04, the petitioner may appeal to the authority within 10 business days after receipt of written notice of denial by the division director.

(b) The appellant shall bear the burden of proving that the decision of the division director to deny appellant's request to issue the permit sought after in a petition for reconsideration under Pda 514.04 was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision.

(c) The authority shall accept all determinations of the division director made under Pda 514.04 upon questions of fact as lawful and reasonable unless the appellant specifically rebuts such determination of fact as unlawful or unreasonable.

The full rules can be reviewed at www.portofnh.org.

Sincerely,

Geno J. Marconi
Division Director

cc: Tracy Shattuck, Chief Harbormaster

5628

Customer Number	5628	Mooring Field	Harts Cove	Date/Time Received	2/17/21
Permit Number	7805	Permit Fee	\$228.00 ✓	Check/Receipt No.	1272



PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBORS
 555 Market Street Portsmouth, NH 03801-3532
 Office (603) 436-8500 Fax (603) 436-2780

Due By March 1st

2021 - 2022

GENERAL USE MOORING APPLICATION AND PERMIT

Mailing Address:
 STEPHEN BAILEY
 PO BOX 1874
 HAMPTON, NH 03843-

Permanent Address:
 (if different than mailing address)
 31 MILL RD
 NORTH HAMPTON, NH 03862-

SECTION I - APPLICANT INFORMATION

IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION II INSTRUCTIONS ON THE REVERSE SIDE OF FORM

Applicant's Full Legal Name: STEPHEN BAILEY

E-mail Address: wanderingduck@hotmail.com

Send Mail To: Mailing Address Permanent Address

Telephone Number (including Area Code): Permanent: (603) 502-8273 Cell: _____
 Business: _____ Emergency: _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT

DO NOT CHANGE ANY PRE-ENTERED INFORMATION - SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM

VESSEL NAME	NH STATE REG. #	*LENGTH OVERALL	**PERMIT FEE	DRAFT	COLOR	TYPE OF VESSEL <small>(Saltwater/Inshore)</small>
WABI SABI	NH2544FE ✓	19.0 ✓	\$228.00	1.0	WHI	Sail

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stern plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel. **Mooring Fee Schedule effective 4/1/19, \$12.00 per foot length overall (LOA), a minimum of \$200 for all general use permitted moorings, and an \$50 Initial Application fee when applicable.

Location: 352/802

SECTION III - CERTIFICATION AND SIGNATURE

1) "I hereby certify that I am an owner in full or in part of the vessel described in this application." 2) "If no New Hampshire state registration number is provided for the vessel, I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law." 3) "I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules." 4) "I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring." 5) If the application is for a temporary seasonal mooring site, "I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability or my intended use;" and (6) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with the requirements of Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant: [Signature] Date: 02/15/2021

PERMIT WILL NOT BE APPROVED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - GENERAL USE MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 2021, until March 31, 2022.

Approved by Harbor Master: [Signature] Date: 2/23/21

aw

Stephen N. Bailey
31 Mill Road
North Hampton, NH, 03862
(603) 502-8273

April 18, 2022

Mr. Geno Marconi, Port Director
NH State Port Authority
555 Market Street
Portsmouth, NH 03801

re: Customer No. 5268, Permit No. 7805, Harts Cove

Dear Mr. Marconi:

This letter is an appeal to allow me to complete my 2022 Mooring permit application form.

I did not receive the application form this year.

I have been diligent in my applications since I began in 2004. I registered my boat in December 2021 in preparation for having the registration ready for the January mailing from the Port Authority. Copies of those documents are attached.

I was out of the country from mid-February until the end of March, and my tenant set my mail aside for me. I share a mailbox with my tenant – separate mailboxes are not allowed for Accessory Apartments in the town of North Hampton. It is possible that my tenant inadvertently ended up with that mailing (his first name is also Stephen).

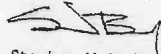
Mr. Shattuck told me on the phone today that his office has no record of the mailing being returned by the post office as undeliverable. His office does not send the permit applications by certified mail with return receipt, so his office can't say with 100% assurance that the mailing was delivered to my house.

It is not beyond the realm of possibility that the Post Office misplaced the mailing, which would put this situation under the "mistake of another State agency" category.

Regardless of how we've arrived at this juncture, and taking into account my history of diligence with regards to payments and lack of proof that the mailing arrived at my house, I request that you allow me to make this right.

Please call if you have any questions. Thank you.

Sincerely,


Stephen N. Bailey

Stephen Bailey
unable to forward

Lana LaRochelle

From: Lana LaRochelle
Sent: Monday, January 10, 2022 9:19 AM
To: 'wanderingduck@hotmail.com'
Subject: 2022 Mooring permit

no response
did not contact

Hi Stephen,

I just received your mooring permit back in the mail as "unable to forward". We have PO Box 1874.

Do you have a new mailing address that you would like us to mail this to?

Thank you.

Lana

Lana M. LaRochelle
New Hampshire Port Authority
A division of Pease Development Authority
555 Market Street, Portsmouth NH 03801
l.larochelle@peasedev.org
(603) 436-8500 office
(603) 436-2780 fax

called
reminder →
@ell
3-10-22

PEASE DEVELOPMENT AUTHORITY
Division of Ports and Harbors - DBA NH Port Authority
555 Market Street, Portsmouth, NH 03801-3532

Mooring Application Enclosed
Due March 1st

Mailing Address:

STEPHEN BAILEY
PO BOX 1874
HAMPTON, NH 03843.

038431874 80075
NH 03843-1874

PEASE DEVELOPMENT AUTHORITY
Division of Ports and Harbors - DBA NH Port Authority
555 Market Street, Portsmouth, NH 03801-3532

Waiver Application Enclosed
Due March 1st

ALL INFORMATION

Mailing Address:

STEPHEN BAILEY
PO BOX 1874
HAMPTON, NH 03843.

038431874 80075
NH 03843-1874

PEASE DEVELOPMENT AUTHORITY
Division of Ports and Harbors - DBA NH Port Authority
555 Market Street, Portsmouth, NH 03801-3532

STEPHEN BAILEY
PO BOX 1874
HAMPTON NH 03843

038431874 80075
NH 03843-1874

Section [x] Attachments, Documentation for Section [d] Timeline:

Jan 2004 My initial Mooring Wait List application was submitted.

FOR DIVISION USE ONLY

CUSTOMER NO. 5520 Check No. _____
 Date Application Received _____ Check Amount _____
 Time Application Received _____ Check Received By _____
 Shorefront Property Owner _____

PEASE DEVELOPMENT AUTHORITY
 DIVISION OF PORTS AND HARBORS
 555 Market Street
 Box 369, Portsmouth, NH 03802-0369
 (603) 436-8500

MOORING WAIT LIST APPLICATION

PLEASE PRINT OR TYPE. ALL INFORMATION MUST BE COMPLETED

Applicant's Full Legal Name: STEPHEN BAILEY

Permanent or Home Address		Mailing Address (if different from permanent address)	
PO BOX 1874		PO BOX 1874	
Street Number and Name		Street Number and Name	
76 NORTH SHORE RD		76 NORTH SHORE RD	
P.O. Box Number/Apt. No.		P.O. Box Number/Apt. No.	
HAMPTON		HAMPTON	
City/Town		City/Town	
NH	03843-	NH	03843-
State	Zip Code	State	Zip Code
Send Mail To: <input checked="" type="checkbox"/> Permanent/Home Address		Mailing Address	
Telephone Number (including Area Code):			
Permanent or Home (603) 592-8273		Cell (if different)	

Vessel Information (if applicable):

Name of Vessel: VESPER Vessel Length Overall: 23
 NH State Registration No. (if applicable): _____ Vessel Draft (centerboard up): 3
 Type of Vessel: _____ Commercial or Pleasure

Documents (if applicable)

1. Attach a copy of the current NH State Registration for the above referenced vessel; or
2. Attach a photograph of the vessel if the above referenced vessel is not required to be registered under New Hampshire Law.

MOORING FIELDS

MOORING FIELDS AND SUBFIELDS ARE LISTED ON THE SECOND PAGE. PLEASE CHECK EACH MOORING FIELD AND/OR SUBFIELD YOU ARE APPLYING FOR. A FEE OF \$5.00 PER MOORING FIELD AND/OR SUBFIELD WILL BE CHARGED.

Fees: \$5.00 application fee for each area checked. Make check or money order payable to the Pease Development Authority, Division of Ports and Harbors

APPLICANT MUST SIGN AND DATE APPLICATION ON SECOND PAGE

To check a position on a mooring field wait list, you may go to the Division of Ports and Harbors' website at www.portofnh.org and click on the link to Moorings, then click on the link to Mooring Wait List. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge on the Division's website (click on Moorings).

5628

PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS

MOORING WAIT LIST APPLICATION

CHECK MOORING FIELD(S)/SUBFIELD(S) DESIRED

Area	Date Applied	Date Cancelled
Cocheo River		
Little Bay: Area 4		
<p><i>The Scammel Bridge area, immediately adjacent to Scammel Bridge including the area around Cedar Point on the west and extending to Boston Harbor Road to the east.</i></p>		
Little Harbour		
Newfields Town Landing		
Oyster River		
Piscataqua River		
Portsmouth Harbor: Goat Island		
Portsmouth Harbor: Goat Island - Back		
Portsmouth Harbor: Hart's Cove	X	1/28/2003
Portsmouth Harbor: Peirce Island		
Portsmouth Harbor: Peirce Island Back		
Portsmouth Harbor: Portsmouth North Mill Pond		
Portsmouth Harbor: Portsmouth Yacht Club		
Rye		
Sagamore Creek		
Seabrook		

I understand that it is my responsibility to confirm my intent to obtain mooring space by submitting a completed wait list application and \$5 wait list fee per wait list area by March 1 of each year, unless I submit a completed application, wait list fee, and late filing fee within 5 business days of March 1, or I will automatically be dropped from the wait list. I understand that it is my responsibility to notify the Division in writing within 30 days of any change of address or telephone number.

Applicant's Signature

S. N. Bailey

Date

1/5/2004

Jan 2011 Last year that my Mooring Wait List application had the P.O. box for both addresses.

FOR REVISION USE ONLY

CUSTOMER NO.	5628	Check No.	_____
Date Application Received	_____	Check Amount	_____
Time Application Received	_____	Check Received By	_____
Shorefront Property Owner	_____		

PEASE DEVELOPMENT AUTHORITY
 DIVISION OF PORTS AND HARBORS
 555 Market Street
 Portsmouth, NH 03801
 (603) 436-8500

Mailing Address:	Business/Permanent Address (if different):
STEPHEN BAILEY	PO BOX 1874
PO BOX 1874	76 NORTH SHORE RD
76 NORTH SHORE RD	HAMPTON, NH 03843-
HAMPTON, NH 03843-	

4902 SH-
2/13/2011

MOORING WAIT LIST APPLICATION

2011 - 2012

PLEASE PRINT OR TYPE. ALL INFORMATION MUST BE COMPLETED

Applicant's Full Legal Name: STEPHEN BAILEY

Send Mail To: Mailing Address Permanent/Home Address

Telephone Number (Including Area Code): _____ Cell (if different) _____

Permanent or Home (603) 502-8273 _____

Vessel Information (if applicable):

Name of Vessel: VESPER Vessel Length Overall: 23

NH State Registration No. (if applicable): _____ Vessel Draft: (centerboard up): 3

Type of Vessel: Commercial or Pleasure Type of Vessel: Sail or Power

- Documents (if applicable)
1. Attach a copy of the current NH State Registration for the above referenced vessel; or
 2. Attach a photograph of the vessel if the above referenced vessel is not required to be registered under New Hampshire Law.

MOORING FIELDS

MOORING FIELDS AND SUBFIELDS ARE LISTED ON THE REVERSE SIDE OF THIS PAGE. PLEASE CHECK EACH MOORING FIELD AND/OR SUBFIELD YOU ARE APPLYING FOR. A FEE OF \$7.00 PER MOORING FIELD AND/OR SUBFIELD WILL BE CHARGED.

Fees: \$7.00 application fee for each area checked. Make check or money order payable to the Pease Development Authority, Division of Ports and Harbors
 Mail to: 555 Market St, Portsmouth, NH 03801

APPLICANT MUST SIGN AND DATE APPLICATION ON THE REVERSE SIDE OF THIS PAGE.

To check a position on a mooring field wait list, you may go to the Division of Ports and Harbors' website at www.portofnh.org and click on the link to Moorings, then click on the link to Mooring Wait List. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge on the Division's website (click on Moorings) or call the Office at (603) 436-8500.

CUSTOMER NO.	5628	STEPHEN BAILEY
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Jan 2012 First year that my Mooring Wait List application had the P.O. box for "Mailing Address" and 31 Mill Road for "Permanent Address."

FOR DIVISION USE ONLY

2/12/2012

CUSTOMER NO.	5628	Check Number	# 1019
Date/Time Application Received		Check Amount	\$ 19
Check Received By			

PEASE DEVELOPMENT AUTHORITY: DIVISION OF PORTS AND HARBORS



555 Market Street
Portsmouth, NH 03801
(603) 436-8500

DUE MARCH 1ST

Mailing Address:

Business/Permanent Address (if different):

STEPHEN BAILEY
PO BOX 1874
HAMPTON, NH 03843-

31 MILL RD
NORTH HAMPTON, NH 03862-

2012 - 2013

MOORING WAIT LIST APPLICATION

Applicant's Full Legal Name: STEPHEN BAILEY

Send Mail To: Mailing Address Permanent Address

Telephone Number (including Area Code): Permanent: (603) 502-8273 Cell:

E-mail Address:

Vessel Information (if applicable):

Name of Vessel:	VESPERS	Vessel Length Overall:	23
NH State Registration No. (if applicable):		Vessel Draft (centerboard up):	3
Type of Vessel:	<input type="checkbox"/> Commercial or <input checked="" type="checkbox"/> Pleasure	Type of Vessel:	<input checked="" type="checkbox"/> Sail or <input type="checkbox"/> Power

Documents (if applicable)

1. Attach a copy of the current NH State Registration for the above referenced vessel; or
2. Attach a photograph of the vessel if the above referenced vessel is not required to be registered under New Hampshire Law.

MOORING FIELDS

MOORING FIELDS AND SUBFIELDS ARE LISTED ON THE REVERSE SIDE OF THIS PAGE. PLEASE CHECK EACH MOORING FIELD AND/OR SUBFIELD YOU ARE APPLYING FOR. A FEE OF \$7.00 PER MOORING FIELD AND/OR SUBFIELD WILL BE CHARGED.

FEES: \$7.00 application fee for each area checked. Make check or money order payable to:
Pease Development Authority; Division of Ports and Harbors (or PDA/DPH).

Return completed application to: Pease Development Authority; Division of Ports and Harbors (or PDA/DPH).
555 Market St., Portsmouth, NH 03801

*****APPLICANT MUST SIGN AND DATE APPLICATION ON THE REVERSE SIDE OF THIS PAGE*****

To check a position on a mooring field wait list, you may go to the Division of Ports and Harbors' website at www.portsofnh.org and click on the link to Moorings, then click on the link to Mooring Wait List. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge on the Division's website (click on Moorings) or call the Office at (603) 436-8500.

CUSTOMER NO.

5628

STEPHEN BAILEY

June 2018 Mooring Wait List offer received at the P.O. box and notified by email (06/16/22).

Division Use Only

Field/Subfield	<u>Haris Cove</u>	Check / Receipt	_____	Permit Fee (\$10.00 per foot LOA)	_____
Customer No.	<u>51728</u>	Date / Time	_____	Plus Initial Fee	<u>\$50.00</u>
Permit Number	_____	Received By	_____	Total Initial Permit Fee	_____

NEW HAMPSHIRE STATE PORT AUTHORITY
PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801-3532
 Office: (603) 436-8500 Fax: (603) 436-2760

INITIAL MOORING APPLICATION AND PERMIT

General Use
 Commercial Use
 Individual Shorefront

SECTION I - APPLICANT INFORMATION (see reverse side of form for instructions)

Applicant's Full Legal Name: STEPHEN NICHOLAS BAILEY Preferred Name: _____

Business Name (if applicable): _____

E-mail Address: WANDERINGDICKER@hotmail.com
(e-mail address will not be shared with third parties)

Mailing Address: Street Number and Name P.O. Box 1874 P.O. Box No./Apt. No. _____
 City/Town HAMPTON State NH Zip Code 03842

Telephone No. (Inc. Area Code): Permanent: _____ Cell: 603.502.8273 Other: _____
 Alternate Address: _____ (Summer - Work - Other)

Commercial Use Only: Type of Activity: Fishing Charter Water Dependent Other _____

Type of Entity: Sole Proprietorship Partnership Corporation LLC Trust Association Other _____

SECTION II - MOORING TYPE, VESSEL AND FEE INFORMATION (see reverse side of form for instructions)

Vessel Name	Vessel Type <small>(Power, Sail, Other)</small>	NH Registration Number <small>(Validated copy attached)</small>	Length <small>(LOA)</small>	Draft <small>(ft)</small>	Color	Fee <small>(see fee schedule *)</small>
<u>TRINITY 12</u>	<u>SAIL</u>		<u>12'-0"</u>	<u>5'</u>	<u>WHITE</u>	<u>\$120.00</u>

Length Overall is defined in NH Code of Administrative Rules Pds 502.13 as the distance in feet of the vessel from stem to stern plus the length of any pulpit, anchors, davits, swim platforms, dinghies, or other attachments to the vessel.
 *Maximum LOA x \$10/foot + Initial application fee (\$50) = Total Initial Permit Fee.
 Mooring Fee Schedule (effective 1/1/09) \$10.00 per foot length over 3 (LOA) for all general use permitted moorings.
 Effective April 1, 2012, an additional fee of \$50.00 will be applied to all initial applications.

SECTION III - CERTIFICATION AND SIGNATURE

I hereby certify that the individual, business organization, not-for-profit entity, or trust named as the applicant in this mooring application is the owner in full or in part of the vessel described in this application. I also certify that I am the applicant or authorized agent of the applicant (if not an individual) and make the following certifications: (1) if no New Hampshire state registration number is provided for the vessel, I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law; (2) that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules; (3) that the statements and information in the enclosed document are to the best of my knowledge and belief true, accurate and complete; (4) I am aware that the submission or utterance of false or misleading information or the omission of required information, may cause the revocation of mooring permits under my control or removal from mooring waitlists by the Pease Development Authority.

—For shorefront property owner applicants only: I hereby certify that I am an owner of the shorefront property described in the attached tax bill. —For Commercial Use applicants only: If the vessel owner is an individual, business organization, not-for-profit entity, or trust I hereby certify that the applicant uses the vessel described in this application primarily for commercial purposes and that such vessel is not used for non-commercial use for more than 14 days cumulatively during the period from April 1 to March 31; if the application is for a temporary seasonal mooring permit; I hereby certify that if I, or the business organization that I represent, enters into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use.* (5) I hereby certify that I, or the business organization, not-for-profit, or trust that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring.

Signature of Applicant: SNB Date: 6/25/2018

SECTION IV - INITIAL MOORING PERMIT (To be completed by the Division)

This permit once approved by the Harbor Master is valid until March 31, 2019

Approved by Harbormaster _____ Date _____

June 2018 Mooring Wait List offer received at the P.O. box and notified by email (06/16/22).



Lana LaRochelle <L.LaRochelle@portnh.org>

Thu 6/16/2022 10:01 am

To: You

Harts Cove Mooring Waitlist offer has been mailed;

June 15, 2018, 9:14 am

Available for Pickup

HAMPTON NH 03843

Lana M. LaRochelle

New Hampshire State Port Authority

555 Market Street

Portsmouth NH 03801

(603) 436-8500

(508) 436-2780

www.portnh.org

Reply Forward

MOORING NO.	MOORING TYPE	MOORING STATUS	MOORING DATE	MOORING TIME	MOORING DURATION	MOORING FEE	MOORING NOTES
1	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
2	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
3	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
4	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
5	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
6	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
7	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
8	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
9	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup
10	MOORING	AVAILABLE	06/15/2018	09:14 AM	12:00 PM	\$100.00	Available for pickup

June 25, 2018 I went to the Division's Market Street offices to ensure I got the paperwork done correctly. I remember that while filling out the Initial Mooring Application and Permit form, I asked whomever was helping me about the Mailing Address entry, and that it was suggested we use the current mailing address on file to get the initial mooring application secured {nd}.

	Division Use Only	
Field/Subfield	Check / Receipt	Permit Fee (\$10.00 per foot LOA)
Customer No.	Date / Time	Plus Initial Fee
Permit Number	Received By	Total Initial Permit Fee

NEW HAMPSHIRE STATE PORT AUTHORITY
PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801-3532
 Office: (603) 436-8500 Fax: (603) 436-2760

INITIAL MOORING APPLICATION AND PERMIT

General Use
 Commercial Use
 Individual Shorefront

SECTION I - APPLICANT INFORMATION (see reverse side of form for instructions)

Applicant's Full Legal Name: STEPHEN NICHOLAS BAILEY Preferred Name: _____

Business Name (if applicable): _____

E-mail Address: WANDERINGDUCK@hotmail.com
(e-mail address will not be shared with third parties)

Mailing Address: Street Number and Name P.O. Box 1874 P.O. Box No./Apt. No. _____
 City/Town Hampton State NH Zip Code 03842

Telephone No. (Inc. Area Code): Permanent: _____ Cell: 603.502.8273 Other: _____

Alternate Address: _____ (Summer - Work - Other)

Commercial Use Only: Type of Activity: Fishing Charter Water Dependent Other

Type of Entity: Sole Proprietorship Partnership Corporation LLC Trust Association Other

SECTION II - MOORING TYPE, VESSEL AND FEE INFORMATION (see reverse side of form for instructions)

Vessel Name	Vessel Type <small>(Power, Sail, Other)</small>	NH Registration Number <small>(Validated copy attached)</small>	Length <small>(LOA)</small>	Draft <small>(LOA)</small>	Color	Fee <small>(see fee schedule *)</small>
<u>TRINKA 12</u>	<u>SAIL</u>		<u>11'2"-0"</u>	<u>2'-6"</u>	<u>WHITE</u>	<u>\$120.00</u>

Length Overall is defined in NH Code of Administrative Rules Pds 502.13 as the distance in feet of the vessel from stem to stem plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel.
 *Maximum LOA x \$10/foot + Initial application fee (\$50) = Total Initial Permit Fee.
 Mooring Fee Schedule (effective 1/1/09) \$10.00 per foot length overall (LOA) for all general use permitted moorings.
 Effective April 1, 2012, an additional fee of \$50.00 will be applied to all initial applications.

SECTION III - CERTIFICATION AND SIGNATURE

I hereby certify that the individual, business organization, not-for-profit entity, or trust named as the applicant in this mooring application is the owner in full or in part of the vessel described in this application. I also certify that I am the applicant or authorized agent of the applicant (if not an individual) and make the following certifications: (1) if no New Hampshire state registration number is provided for the vessel, I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law. (2) that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules. (3) that the statements and information in the enclosed document are to the best of my knowledge and belief true, accurate and complete. (4) I am aware that the submission or utterance of false or misleading information or, the omission of required information, may cause the revocation of mooring permits under my control or removal from mooring waitlists by the Pease Development Authority.

—For shorefront property owner applicants only: I hereby certify that I am an owner of the shorefront property described in the attached tax bill. —For Commercial Use applicants only: If the vessel owner is an individual, business organization, not-for-profit entity, or trust "I hereby certify that the applicant uses the vessel described in this application primarily for commercial purposes and that such vessel is not used for non-commercial use for more than 14 days cumulatively during the period from April 1 to March 31". If the application is for a temporary seasonal mooring permit: "I hereby certify that I, or the business organization that I represent, enters into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site. I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use." (5) I hereby certify that I, or the business organization, not-for-profit, or trust that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring.

Signature of Applicant: SNB Date: 6/25/2018

SECTION IV - INITIAL MOORING PERMIT (To be completed by the Division)

This permit once approved by the Harbor Master is valid until March 31, 2019

Approved by Harbormaster _____ Date _____

Jan 2019 Email correspondence with Del Record wrt the registration for the boat. I remember going to the office on Market Street between January 2019 and June 2019 in the interest of making sure I got the paperwork done correctly due to change in vessels.

5628
 Customer Number 5628 Mooring Field Harts Cove Date/Time Received 1-23-19
 Permit Number 7805 Permit Fee \$120.00 190 Check/Receipt No. 1225



PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801
 (603) 436-8500 Office (603) 436-2780 Fax

2019 - 2020
 GENERAL USE MOORING APPLICATION AND PERMIT

DUE BY MARCH 1ST

vessel dep

Mailing Address:

STEPHEN BAILEY
 PO BOX 1874
 HAMPTON, NH 03843-

Permanent Address (if different):
 (if different than mailing address)

31 MILL RD
 NORTH HAMPTON, NH 03862-

SECTION I - APPLICANT INFORMATION

IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: STEPHEN BAILEY
 E-mail Address: wanderingduck@hotmail.com
 Summer Address (if different): _____
 Send Mail To: Mailing Address Permanent Address _____ Summer Address _____
 Telephone Number: (including area code): Permanent: (603) 502-8273 Cell: _____
 Business Phone: _____ Emergency: _____ Summer: _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT

DO NOT CHANGE ANY PRE-ENTERED INFORMATION. SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

VESSEL NAME	NH STATE REGISTRATION NO.	LENGTH OVERALL	PERMIT FEE	DRAFT	COLOR	TYPE OF VESSEL (sail/power/other)
TRINKA12	<u>RIGFILE</u>	<u>120</u>	<u>\$120.00</u>	1.0	WHI	Sail

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stem plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel.

**Mooring Fee Schedule (Effective 4/1/12), \$10.00 per foot length overall (LOA) for all general use permitted moorings.

Mooring Block Weight: 0 lbs. Type: _____ Date of Last Inspection: _____
 Mooring Location: 552/802

SECTION III - CERTIFICATION AND SIGNATURE

1) "I hereby certify that I am an owner in full or in part of the vessel described in this application;" 2) "If no New Hampshire state registration number is provided for the vessel; I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;" 3) "I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules;" 4) "I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" 5) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. In the absence of a written exception, the permit may be rescinded.

Signature of Applicant: *Stephen Bailey* Date: 1/23/2019

PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - GENERAL USE MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 2019 until March 31, 2020.

Approved by Harbormaster: *[Signature]* Date: JAN 29 2019

between May 2019 and September 2019 I gave up the P.O. box and filled out the forwarding paperwork with the United States Postal Service.

The P.O. paperwork is long gone, but I have rental leases showing the change in mailing addresses:

Wandering Duck Enterprises
(603) 502-8273

P.O. Box 1874
Hampton, NH 03842

RESIDENTIAL LEASE FOR APARTMENT:

THIS LEASE made on the 11 day of MAY 2019.

The Landlord hereby agrees to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: Wandering Duck Enterprises
(Stephen N. Bailey)
P.O. Box 1874
Hampton, NH 03843-1874

TENANT(S): [REDACTED]

1. **Leased Premises:** The leased premises are those premises described as: Accessory Apartment, 31 Mill Road, North Hampton, NH 03862.
2. **Term:** Term of the Lease shall be for a term of 12 months, commencing on June 1, 2019 and ending at midnight of May 31, 2020. If the Tenant remains in possession of the Leased Premises with the consent of the Landlord after the Lease expiration date stated above, the Lease will be converted to a

Wandering Duck Enterprises
(603) 502-8273

P.O. Box 1874
Hampton, NH 03842

RESIDENTIAL LEASE FOR APARTMENT:

THIS LEASE made on the 14th day of SEPTEMBER 2019.

The Landlord hereby agrees to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: Wandering Duck Enterprises
(Stephen N. Bailey)
31 Mill Road
North Hampton, NH 03862

TENANT(S): [REDACTED]

1. **Leased Premises:** The leased premises are those premises described as: Accessory Apartment, 31 Mill Road, North Hampton, NH 03862.
2. **Term:** Term of the Lease shall be for a term of 12 months, commencing on October 1, 2019 and ending at midnight of October 31, 2020. If the Tenant remains in possession of the Leased Premises

Dec 2019/Jan 2020 Received the Wait List and Mooring Permit applications at my permanent address, 31 Mill Rd, North Hampton NH. On the "Send Mail To:" line, I neglected to scribble out "Mailing Address" and mark "Permanent Address."

5268

Customer Number	5628	Mooring Field	Harts Cove	Date/Time Received	1-27-20
Permit Number	7805	Permit Fee	\$228.00	Check/Receipt No.	1257



PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBO
 555 Market Street Portsmouth, NH 03801-3532
 Office (603) 436-8500 Fax (603) 435-2780
www.portofnh.org

Due By March 1st

2020 - 2021

GENERAL USE MOORING APPLICATION AND PERMIT

Mailing Address:

STEPHEN BAILEY
 PO BOX 1874
 HAMPTON, NH 03843-

Permanent Address:

(if different than mailing address)

31 MILL RD
 NORTH HAMPTON, NH 03862-

SECTION I - APPLICANT INFORMATION

IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: STEPHEN BAILEY

E-mail Address: wanderingduck@hotmail.com

Send Mail To: Mailing Address Permanent Address

Telephone Number (including Area Code): Permanent: (603) 502-8273 Cell: _____

Business: _____ Emergency: _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT

DO NOT CHANGE ANY PRE-ENTERED INFORMATION - SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM

VESSEL NAME	NH STATE REG. #	*LENGTH OVERALL	**PERMIT FEE	DRAFT	COLOR	TYPE OF VESSEL (sail/power/other)
FRINKATZ WAS SABI	NH2544FE	19.0	\$228.00	1.0	WHI	Sail

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stern plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel. **Mooring Fee Schedule effective 4/1/19; \$12.00 per foot length overall (LOA), a minimum of \$200 for all general use permitted moorings, and an \$50 Initial Application fee when applicable.

Location: 552/802

SECTION III - CERTIFICATION AND SIGNATURE

1) "I hereby certify that I am an owner in full or in part of the vessel described in this application." (2) "If no New Hampshire state registration number is provided for the vessel, I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law." 3) "I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules." (4) "I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring." (5) If the application is for a temporary seasonal mooring site, "I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability of or my intended use;" and (6) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with the requirements of Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant: SJB

Date: Jan 22, 2020

PERMIT WILL NOT BE APPROVED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - GENERAL USE MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 2020 until March 31, 2021.

Approved by Harbormaster: [Signature]

Date: JAN 29 2020

Dec 2020/Jan 2021 Received the Mooring application/permit at my permanent address, 31 Mill Rd, North Hampton NH. On the "Send Mail To:" line, I neglected to scribble out "Mailing Address" and mark "Permanent Address."

Note the question mark at the Permanent Address, which is missing from the Division's copy of this document included in it's 05/02/22 denial.

Customer Number	5628	Mooring Field	Harts Cove	Date/Time Received	2/15/21
Permit Number	7805	Permit Fee	\$228.00 ✓	Check/Receipt No.	1222



PEASE DEVELOPMENT AUTHORITY; DIVISION OF PORTS AND HARBORS
 555 Market Street Portsmouth, NH 03801-3532
 Office (603) 436-8500 Fax (603) 436-2780

Due By March 1st

2021 - 2022

GENERAL USE MOORING APPLICATION AND PERMIT

Mailing Address:

STEPHEN BAILEY
 PO BOX 1874
 HAMPTON, NH 03843-

Permanent Address:

(if different than mailing address)

31 MILL RD
 NORTH HAMPTON, NH 03862-

SECTION I - APPLICANT INFORMATION

IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: STEPHEN BAILEY

E-mail Address: wanderingduck@hotmail.com

Send Mail To: Mailing Address Permanent Address

Telephone Number (including Area Code): Permanent: (603) 502-8273

Cell: _____

Business: _____

Emergency: _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT

DO NOT CHANGE ANY PRE-ENTERED INFORMATION - SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM

VESSEL NAME	NH STATE REG. #	LENGTH OVERALL	PERMIT FEE	DRAFT	COLOR	TYPE OF VESSEL (sail/power/other)
WABI SABI	NH2544FE ✓	19.0 ✓	\$228.00	1.0	WHI	Sail

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stern plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel. **Mooring Fee Schedule effective 4/1/19; \$12.00 per foot length overall (LOA), a minimum of \$200 for all general use permitted moorings, and an \$50 Initial Application fee when applicable.

Location: 352/802

SECTION III - CERTIFICATION AND SIGNATURE

1) "I hereby certify that I am an owner in full or in part of the vessel described in this application." (2) If no New Hampshire state registration number is provided for the vessel, "I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law." 3) "I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules;" (4) "I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" (5) If the application is for a temporary seasonal mooring site, "I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability of or my intended use;" and (6) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete I am aware that my mooring permit or placement on a mooring wall list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with the requirements of Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant: [Signature]

Date: 02/15/2021

PERMIT WILL NOT BE APPROVED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - GENERAL USE MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 2021 until March 31, 2022.

Approved by Harbormaster: [Signature]

Date: 2/23/21

aw

Feb 2021 I hand-delivered my Wait List and Mooring Permit applications, and at that time removed Harts Cove Nearshore from my annual Wait List renewal.

Mooring 2/2/2021

Hand-Delivered

Harts Cove Nearshore Was Cancelled

December 28, 2021 I registered the boat in preparation for the Mooring Permit paperwork generally sent late December or Early January, as registration is required for the Mooring Permit (my birthday is in March, so otherwise wouldn't need to register a vehicle until then).



State of New Hampshire BOAT REGISTRATION CERTIFICATE

ISS 12/28/2021
EXPIRES 12/31/2022

BOW# NH2544FE USE PP ST NH VSN 0016314 HP 2.00
MAKE MISC FUEL G STYLE SAIL PROP IB ENGINE S
YEAR 1967 LEN 18 6 CLR WHI HIN 6
HULL PL TOILET N SINK N SHOWER N HILANDTIDAL T WB 07

OWNER
DOB/ID LAST NAME SUFFIX FIRST NAME M
03/29/1965 BAILEY STEPHEN N

RENEW REGISTRATION
28DEC2021 5002.0001 0550 9974 1 651.50

N.H.S.D. - M.V.
OFFICIAL DIRECTOR
VALIDATION # 2096
NOT VALID WITHOUT DIRECTOR'S SEAL

LEGAL ADDRESS
31 MILL RD
NORTH HAMPTON NH 038622320

SEASONAL ADDRESS
STEPHEN N BAILEY
31 MILL RD
NORTH HAMPTON NH 038622320

THIS REGISTRATION IS GOOD AND PAY ADDITIONAL FASHIONED TO OFFICIAL OFFER FIDELITY OF INSURANCE TO BE PROVIDED TO RESIDENTS.

X *[Signature]* HD:NY 611 OWNER'S COPY

STATE FEES	
REGISTRATION FEE	\$34.00
EXTC AOTC PLANTS	\$4.00
HULLFOIL FEE	\$5.50
SACR RESC FEE	\$1.00
PUBLIC ACC FEE	\$5.00
HRBR DREGGING	\$2.00
TOTAL DUE	\$51.50
BOAT FEES	
TAX COLL FEE	\$0.00
BOAT AGENT FEE	\$5.00
BOAT FEE	\$0.00
TOTAL DUE	\$5.00

MUNICIPAL COMMENT
Receipt: 142416

Pursuant to RSA 261:55, the Director must be notified in writing within 30 days when moving from the address printed on the registration certificate.

February 17, 2022 I left for Nicaragua.

Su viaje	Localizador de reserva: 4B89H	Check trip /inerary
	Fecha de emisión: 14 Febrero 2022	

Viajero: Stephen Bailey	Agencia: MANGO TRAVEL N.S.A. Aitimir D Este, Plaza San Agustín, Modulo #2 MANAGUA
	Teléfono: 505 2223 2323
	Correo electrónico: Info@mango.travel

Jueves 17 Febrero 2022



American Airlines AA 1418



Salida: 17 Febrero 06:30 AM
 Llegada: 17 Febrero 08:03 AM
 Duración
 Estatus de la reserva
 Clase
 Equipaje permitido
 Equipo
 Flight meal

Boston, (Edward L Logan Int'l) (E) Terminal: B
 Miami, (Miami Int'l) (E)
 03:33 (Sin paradas)
Confirmado
Económico (H)
0 Precio(s) para Stephen Bailey
AIRBUS A321
 Retenciones

Jueves 17 Febrero 2022



Taca International Airlines TA 397
(Operado por Taca International Airlines - Taca)



Salida: 17 Febrero 01:46 PM
 Llegada: 17 Febrero 03:20 PM
 Duración
 Estatus de la reserva
 Clase
 Equipaje permitido
Equipo
 Flight meal

Miami, (Miami Int'l) (E)
 Managua, (Augusto C. Sandino Int'l) (E)
 02:35 (Sin paradas)
Confirmado
Económico (P)
1 Precio(s) para Stephen Bailey
AIRBUS A320
 Sin servicio de comidas

Jueves 31 Marzo 2022



Taca International Airlines TA 459




Salida: 31 Marzo 10:50 AM
 Llegada: 31 Marzo 03:00 PM
 Duración
 Estatus de la reserva
 Clase
 Equipaje permitido
 Equipo
 Flight meal

Managua, (Augusto C. Sandino Int'l) (E)
 Miami, (Miami Int'l) (E)
 02:30 (Sin paradas)
Confirmado
Económico (T)
1 Precio(s) para Stephen Bailey
AIRBUS A320
 Sin servicio de comidas

Jueves 31 Marzo 2022

March 10, 2022 The division attempted to reach me by phone to address the Mooring Waitlist and Mooring Permit. I was out of the country and without cell phone service or a way to check my voicemail (I did have internet service).

 **fatima@wifinic.net**
Tue 2/15/22 9:02 AM
To: You

Hello dear:

We have left your service active as of today.

Regards,




Ing. Fátima Mejía R.
Resp. de Facturación, Cartera y Cobro.
Alto de Santo Domingo, Managua, Nicaragua
Tels. (505) 2276-0705, (505) 2276-0443
www.wifinic.net

De: Stephen Bailey <wanderingduck@hotmail.com>
Enviado el: lunes, 14 de febrero de 2022 3:41
Para: Fatima Mejia <fatima@wifinic.net>; Leonel Roman <lroman@wifinic.net>
Asunto: Please re-activate internet service.

Hola, Fatima. Hola, Leonel.

I am returning to Nicaragua this coming Thursday, 17 February.
Please restore service to my house today or tomorrow, so that my housekeeper can confirm that it is functional prior to my arrival - I need to be in contact with my office.

Gracias!
Stephen
WhatsApp 603.502.8273

 **Stephen Bailey**
Fri 2/18/22 4:42 PM
To: Fatima Mejia; Leonel Roman

Hola, Fatima, and hola, Leonel.

I've returned to the states, so do not need active internet service till further notice.
The internet was very good and consistent, thank you.

The router needed to be unplugged and then re-powered usually once a day. Should this be done first thing in the morning?

Thanks,
Stephen

April 1, 2022 I returned from abroad.

See entries for 02/17/22 and 03/10/22 above.

April 12 and 13, 2022 I traveled to Pennsylvania to complete the purchase of a new boat (smaller than the rush-purchase boat I've had on the mooring but with fewer projects needed).

Shown below are screen captures of my card charges during this trip.

04/14/2022	POS W/D: #776486 HANNAFORD #8319 HAMPTON NH Card 82787	\$109.00
04/13/2022	POS W/D: #042316 GULF STATION NEWINGTON NH Card 82787	\$100.00
04/13/2022	Debit Card W/D: Debit Card EXXONMOBIL 47960 OAKLAND NJ Date 04/12/22 017683 5542 Card 82787	\$111.00
04/13/2022	POS W/D: #921551 CROMWELL GAS INC 123 BERLIN RD CROMWELL CT Card 82787	\$29.00
04/13/2022	Debit Card W/D: Debit Card CHIPOTLE 1813 CAMP HILL PA Date 04/12/22 000139 5814 Card 82787	\$19.00
04/13/2022	Debit Card W/D: Debit Card PROGRESSIVE INSURA 600-776-4737 OH Date 04/12/22 084394 6300 Card 82787	\$199.00
04/12/2022	POS W/D: #925047 BETHEL FOOD SHOP 6558 LANCASTER AVE, BETHEL PA Card 82787	\$54.00
Totals:	Transactions: 25	Debit: \$4,983.92 Credits:

Page 2 of 20 | Fri, Oct 22, 2021 | 10:45 AM

Date	Ref/Check No	Description	Debit
04/12/2022	#974429	NAPA ADAMS CNTY 002 GETTYSBURG PA Card 82787	\$100.00
04/11/2022	#477357	WEST MARINE #153 775 LAFAYETTE RD PORTSMOUTH NH Card 82787	\$45.00

April 18, 2022 I made a phone call to the Harbormaster's office and spoke with Mr. Shattuck, who informed me that I was allowed to make an appeal to the Division Director, Geno Marconi. At that time I was not told of the Division's attempts to mail, email or phone me {nd}. I was also not directed to the Pda for the submittal requirements {nd}. My notes from this call:

[Handwritten notes and signatures]

Transcript of phone call with Harbormaster 2022.04.18

- Harbormaster
- Harbormaster's office address
- Harbormaster's phone number

Geno Marconi
595 Place St - Pond

April 22, 2022 I visited the Division office that morning to confirm receipt of my 04/18/22 letter and was told by Ms. LaRochelle that the letter had been received, that Mr. Marconi has a few days to respond, and that I should hear from him any day. When I queried as to more specifically when, I was told "probably middle of next week."

Friday 04/22

SHE SAID HE DID NOT ANSWER MY LETTER
HE SAID HE WOULD RESPOND TO MY LETTER
SO I SHOULD HAVE TO CALL HIM AGAIN
TO FIND OUT WHEN HE WOULD
CALL ME
IF HE DOES NOT CALL I WILL
CALL HIM

April 28, 2022 I phoned the Division office to find out status of the situation, and was told by Ms. LaRochelle that Mr. Marconi was working on it. I asked in what way should I expect a response, and was told "probably email."

SHE SAID HE SHOULD BE CONTACTING ME
BY EMAIL OR BY PHONE
(ASKED HER IF HE HAD
MAILED EMAIL)

04.28

May 3, 2022 I phoned the Authority seeking information with regards to who the Appeal should be sent to, and to confirm the address. Mr. Blankenstop was kind enough to return my call and give me Mr. Brean's name, title and email, and to confirm the mailing address.

Yesterday

+1 603-766-9288
Portsmouth, NH • Tue
Add contact

6034336088
Tue

+1 603-583-1537
New Hampshire • Tue

Older

Potential Spam (3)
Spam • Mon

... end of this Appeal to Authority document ...



PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

55 International Drive Portsmouth, NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PEB*
Date: August 9, 2022
Re: Special Event

I am pleased to report on the following special event:

1. Sabine Strong 3.3 Mile Run/Walk to be held on Sunday, August 14, 2022.

P:\BOARDMTG\2022\Special Event 06-16-22.docx

July 6, 2022

Brenda Blonigen
21 Hannah Lane
Newington, NH 03801

Re: Right of Entry for Use of Road Network for Sunday, August 14, 2022

Dear Brenda:

This letter will authorize Sabine Strong Foundation and /or any agent or contractor to enter upon and utilize a portion of the road network situated on the Pease International Tradeport as shown as the route on the attached Exhibit A (the "Premises") for a period of 10 hours commencing at 7:00 a.m. August 14, 2022, for the purpose of sponsoring, managing and overseeing a 3.3 mile road race. This Right of Entry will expire at 5:00 p.m. on August 14, 2022, unless otherwise extended by written agreement of Sabine Strong Foundation and the Pease Development Authority.

This authorization is conditioned upon the following:

- 1) Sabine Strong Foundation's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the Premises and/or the exercise of any of the authorities granted herein. Sabine Strong Foundation expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Sabine Strong Foundation's use of the Premises or the conduct of activities or the performances of responsibilities under this authorization. Sabine Strong Foundation further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Millennium Racing's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.
- 2) Sabine Strong Foundation understands and agrees that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

Re: Right of Entry for Use of Road Network for Sunday August 14, 2022

It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. COVID-19 may cause damages, personal injury, illness, permanent disability, and death. Sabine Strong Foundation ACKNOWLEDGES the contagious nature of COVID-19 and ACCEPTS the risk that it, their employees, agents, patrons, contractors, volunteers, or invitees, may be exposed to or infected by COVID-19 by participating in the event permitted by this Right-of-Entry. Sabine Strong Foundation, therefore, agrees to utilize safety precautions consistent with applicable public health recommendations, and that the Pease Development Authority has no such obligation with respect to the event because it is not the event sponsor, organizer, or administrator.

- 3) Sabine Strong Foundation and any agent or contractor of Sabine Strong Foundation obtaining and providing to the Pease Development Authority at least 20 days before the event satisfactory evidence of comprehensive general liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming the Pease Development Authority as additional insured which shall cover the Pease Development Authority to the same extent as the named insured and not subject it to any different or additional terms, conditions, limitations or exclusions.

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

- 4) Sabine Strong Foundation shall be responsible for obtaining permission from PDA tenants for use of additional space for vehicle parking, race check-in, and other related activities. Sabine Strong Foundation shall provide the Pease Development Authority with copies of permission letters (or emails) from PDA tenants who have granted Sabine Strong Foundation access to and use of their premises during the term of this Right of Entry, at least 20 days prior to the event.
- 5) Sabine Strong Foundation's agreement herein that this letter of authorization does not constitute an exclusive interest in the Premises.
- 6) Sabine Strong Foundation's agreement to secure all necessary State and/or local permits prior to the road race.
- 7) Sabine Strong Foundation's agreement to limit the number of participants, including runners and walkers, to no more than 2,000 participants.

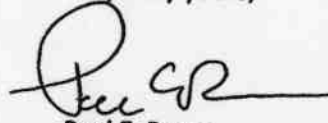
July 6, 2022

Re: Right of Entry for Use of Road Network for Sunday August 14, 2022

- 8) Sabine Strong Foundation's agreement to provide traffic control at all the intersections being used and to coordinate with the City of Portsmouth on such traffic control measures.
- 9) Sabine Strong Foundation's agreement to coordinate the management of the road race with appropriate local law enforcement officials and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event participants and spectators.

Please indicate by your signature below Sabine Strong Foundation's consent to, and agreement with, the above terms and return the same to me with evidence of insurance as required.

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 5th day of July, 2022

Sabine Strong Foundation

By: Brenda M. Blonigan
Print: Brenda M. Blonigan
Title: President

Sabine Strong 3.3

(3.29958 miles)

Newington, New Hampshire

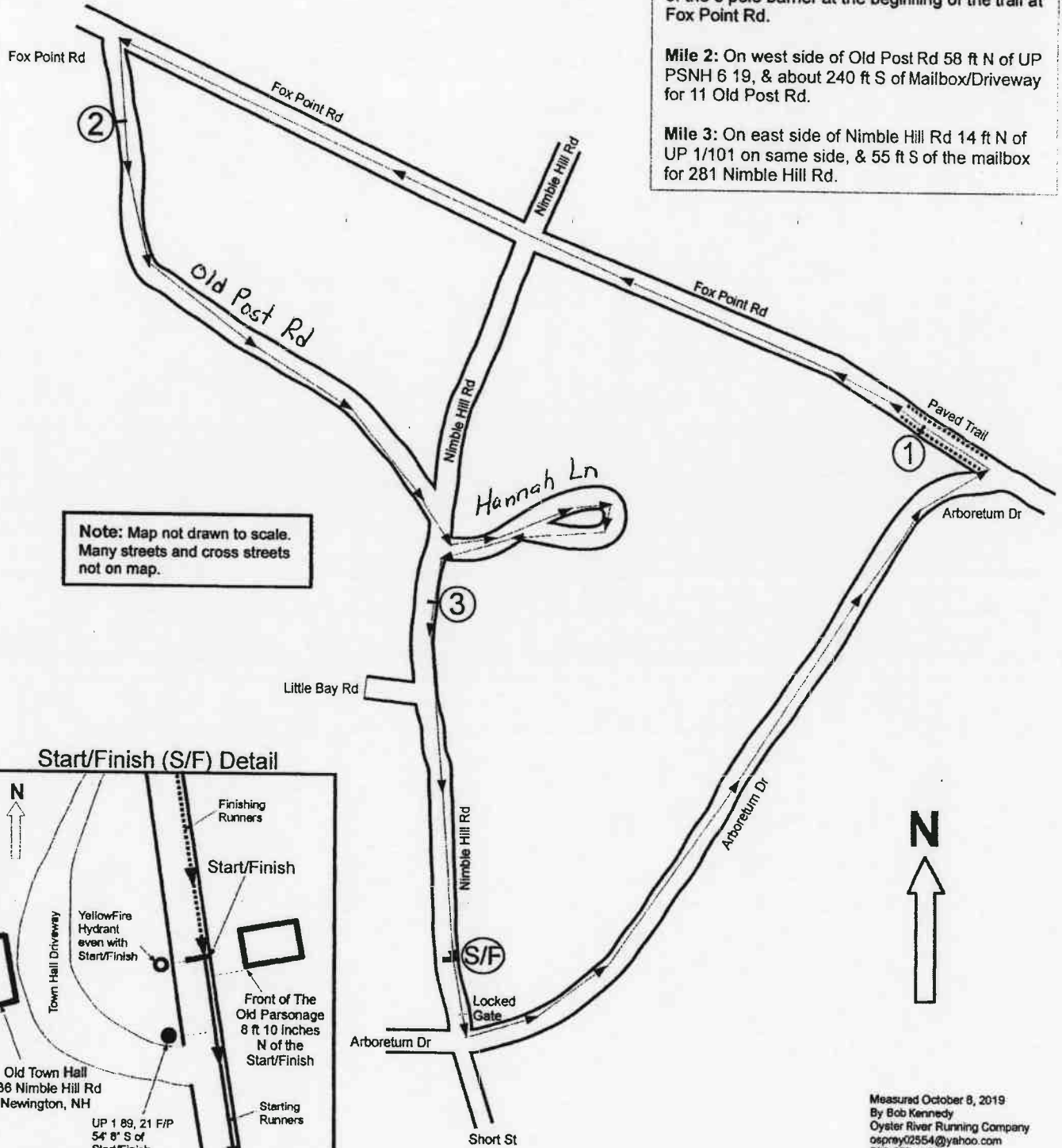
Start/Finish & Miles are marked with a single P-K Nail and Blue Paint (UP = Utility Pole).

Start/Finish: On east side of Nimble Hill Road even with a yellow Fire Hydrant on opposite side in front of the Old Town Hall (336 Nimble Hill Rd), 8 ft 10 inches N of the front of The Old Parsonage, & 54 ft 8 inches N of UP 1 89, 21 F/P on opposite side

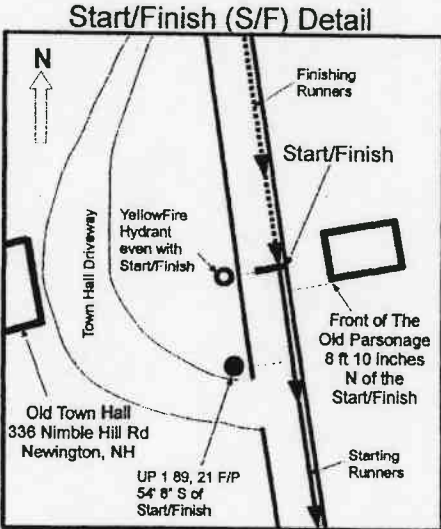
Mile 1: On south side of the paved trail between Fox Point Rd and Arboretum Dr 169 ft 6 inches E of the 3 pole barrier at the beginning of the trail at Fox Point Rd.

Mile 2: On west side of Old Post Rd 58 ft N of UP PSNH 6 19, & about 240 ft S of Mailbox/Driveway for 11 Old Post Rd.

Mile 3: On east side of Nimble Hill Rd 14 ft N of UP 1/101 on same side, & 55 ft S of the mailbox for 281 Nimble Hill Rd.



Note: Map not drawn to scale. Many streets and cross streets not on map.



Measured October 8, 2019
 By Bob Kennedy
 Oyster River Running Company
 osprey02554@yahoo.com
 508-577-4105