

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 November 17, 2022 * (Lamson)**
- III. Public Comment:**
- IV. Old Business:**
 - A. Report:**
 - 1. 165 Arboretum, LLC – 165 Arboretum Drive – Concept Approval Update *
 - B. Approval:**
 - 1. Aviation Avenue Group, LLC – 100 New Hampshire Avenue – Option Agreement Extension and Letter of Intent * (**Levesque**)
 - 2. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) – 53 Exeter Street - Extension of Land Review Timeframes * (**Fournier**)
- V. Finance:**
 - A. Executive Summary ***
 - B. Reports:**
 - 1. FY2023 Financial Report for the Four Month Period Ending October 31, 2022 *
 - 2. Cash Flow Projections for the Nine Month Period Ending August 31, 2023 *
 - C. Approval:**
 - 1. Revolving Line of Credit Renewal – Provident Bank * (**Ferrini**)
- VI. Licenses/ROEs/Easements/Rights of Way:**
 - A. Reports *:**
 - 1. Portsmouth Christian Academy – Right of Entry - Loop area off 200 Grafton Drive
 - 2. Eric C. Mitchell & Associates, Inc. – Right of Entry – Pease Golf Course
- VII. Leases:**
 - A. Reports *:**
 - 1. Sublease between Two International Group, L.L.C. and GreenPages, Inc. – 2 International Drive

VIII. Contracts:

A. Approvals:

1. Portsmouth International Airport at Portsmouth – Terminal Arrival Hall Bid Approval * **(Parker)**
2. Potassium Acetate – Runway Deicing Liquid * **(Anderson)**
3. Sodium Formate – Runway Deicing Solid * **(Lamson)**
4. Fred C. Church – PDA Insurance Coverages 2023 + **(Levesque)**

IX. Signs:

A. Approvals:

1. Penobscot Bay Medical Associates, Inc. - Portsmouth Physical Therapy - 161 Corporate Drive * **(Fournier)**

X. Executive Director:

A. Reports:

1. 2023 Meeting Schedule *
2. Elections (Vice-Chair and Treasurer) *
3. Committee Appointments *
4. PDA Holiday Schedule – 2023 *
5. Golf Course Operations *
6. Airport Operations *
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Report
 - (i) November, 2022 *

B. Approvals:

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

XI. Division of Ports and Harbors:

A. Reports:

1. Port Advisory Council Meeting Minutes of September 14, 2022 (UPDATED) *
2. Port Advisory Council Meeting Minutes of October 12, 2022 *
3. L.W. Morgridge & Son, Inc. – Right of Entry - Exercise Last One Year Option*
4. DiTucci Petroleum Carriers, Inc. dba Lawrence Tank – Right of Entry - Exercise the First of Two One Year Options *

B. Approvals:

1. On-Call Marine Engineering Services – Appledore Marine Engineering, LLC * **(Parker)**
2. Hampton Harbor Marina to Facilitate the 2023 Hampton Beach Jetty Repair - SUP Addendum to the Special Use Permit from the Department of Natural and Cultural Resources, Division of Parks and Recreation and Right of Entry to the US Army Corps of Engineers * **(Anderson)**
3. Final Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates * **(Levesque)**

XII. New Business:

XIII. Special Event:

A. Report *:

1. Jingle all the Way 5K Road Race to be held on December 10, 2022

XIV. Employee Recognitions *:

XV. Upcoming Meetings:

Port Committee
Board of Directors

January 5, 2023 @ 8:00 a.m.
January 19, 2023 @ 8:30 a.m.


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

XV. Directors' Comments:

XVI. Adjournment:

XVII. Press Questions:

XVIII. Consultation with Counsel (RSA 91-A:2, I(b))

- * 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 Lamson:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on November 17, 2022.

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

Thursday, November 17, 2022

Presiding: Stephen M. Duprey, Chairman
Present: Neil Levesque, Vice Chair Thomas G. Ferrini, Treasurer; Erik Anderson; Steve Fournier; Margaret F. Lamson; and Susan B. Parker
Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director / General Counsel; Michael R. Mates, Director of Engineering; Suzy Anzalone, Finance Director; Geno Marconi, Division of Ports and Harbors ("DPH") Director; Grant Nichols, Asst. Director of DPH; Scott DeVito, Pease Golf Course General Manager; Greg Siegenthaler, IT Director; Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance; Chasen Congreves, Director of Operations and Raeline A. O'Neil, Executive Administrative Assistant

I. Call to Order / Roll Call:

Chairman Duprey ("Duprey") stated all Board members were in attendance; the meeting commenced at **8:30 a.m.**

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

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

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

III. Public Comment:

No members of the public spoke.

IV. Committee:

A. Reports:

1. Golf Committee

A. Approvals:

i. Approval of Cancellation Policy

Director Anderson moved the motion and Director Fournier seconded that **in accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors approves of, adopts and implements the revised "Cancellation Process, Policy and Fee Structure for Outside Golf Rounds and Indoor Golf Simulators"; all in accordance with the draft policy.**

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

ii. Approval of Golf Cart Policy / Single Rider

Director Fournier **moved** the **motion** and Director Lamson **seconded** that in accordance with the recommendation of the Pease Golf Committee, the Pease Development Authority Board of Directors approves of, adopts and implements the revised “Pease Golf Course Golf Cart Policy”; all in accordance with the draft policy.

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

2. Finance Committee

Director Ferrini spoke briefly to the Finance Committee meeting held on Monday, November 14th, as well as the receipt of reports and potential new formats; all of which were approved and recommended.

V. Old Business:

A. Approvals:

1 Executive AirDock, LLC – 5, 7, 19 & 21 Hampton Street - Site Review Extension

Director Parker **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority Board of Directors hereby approves of and authorizes a one (1) year extension to the Site Review approval granted by the Board of Directors on December 16, 2021, to Executive AirDock, LLC for the premises located at 5, 7, 19 and 21 Hampton Street (the “Premises”); all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated November 4, 2022.

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

2. Skyhaven Airport Ramp Construction Project – AIP Fund Transfer regarding NH Department of Transportation Approval Agreement for Transfer of Entitlements to Claremont Municipal Airport

Director Ferrini **moved** the **motion** and Director Fournier **seconded** that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute the New Hampshire Department of Transportation, Bureau of Aeronautics, “Request for NHDOT Approval of Agreement for Transfer of Entitlements” to transfer the 2019 Skyhaven Airport non-primary entitlement funds, in the amount of \$150,000.00 to the City of Claremont, NH; all in accordance with the memorandum from Andrew B. Pomeroy, Director Aviation Planning and Regulatory Compliance, dated November 3, 2022.

Discussion: Anderson asked for confirmation that the funds would have the ability to be returned to Skyhaven at a future time; Executive Director Paul Brean (“Brean”) affirmed by stating through the New Hampshire Airport Block Grant program.

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

VI. Finance:

A. Executive Summary

Finance Director Suzy Anzalone (“Anzalone”) spoke to the Executive Summary and stated for the first quarter the current operating revenues are running 10% over budget and operating expenses are running favorable by slightly over 8% under budget, with wages and benefits trending under budget. Anzalone indicated the approved increases under salaries will be seen in the coming months. Additional underruns were in utilities and marketing, with fuel purchases trending over budget. On a consolidated basis, PDA is performing significantly favorable to budget and the business units are operating with no issues. Anzalone indicated she would be looking into part-time salaries as they are a little over budget and she wants to gain an understanding of why.

Anzalone spoke to PDA’s current assets and reminded the Board that with the adoption of GASB87, lease information is now reflected on the balance sheet.

Anzalone informed the Board that PDA has a strong cash flow which will be reduced in the near future with capital expenditure projects. Year-to-date (“YTD”) PDA has incurred \$1.8 million in capital expenditure projects with a majority being the Market Street Main Wharf project as well as smaller projects at both Portsmouth and Skyhaven airports.

B. Reports:

1. **FY2023 Financial Report for the Three Month Period Ending September 30, 2022**
2. **Cash Flow Projections for the Nine Month Period Ending July 31, 2023**

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

A. Report:

1. **C&J – Right of Entry – 42 Durham Street; 47 Durham Street and Hampton Street for Valet Parking**

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: Jalbert Leasing, Inc. d/b/a C&J Bus Lines
License: Right of Entry
Location: 42 Durham Street; 47 Durham Street and Hampton Street
Purpose: For the purposes of parking C&J customer vehicles on a valet basis only
Term: November 7, 2022 through May 1, 2023

B Approvals:

1. **Unitil - Granite State Gas Transmission Licenses – Bean Hill and Ball Fields**

Director Parker moved the motion and Director Anderson seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into two (2) License Agreements with Granite State Gas Transmission, Inc., for the purpose of installing, maintaining, and operating natural gas transmission infrastructure at two (2) locations on the Pease International Tradeport; all substantially in accordance with the memorandum from Michael Mates, Engineering Manager, dated November 8, 2022, and the draft License Agreements.

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

2. PlaneSense – 105 Flightline Road – Right of Entry Extension

Director Anderson moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors approves of an extension to the Right of Entry (“ROE”) issued to PlaneSense, Inc. through February 28, 2023, for survey / site inspection purposes for the premises at 105 Flightline Road; all in accordance with a memorandum from Paul E. Brean, Executive Director, dated November 2, 2022.

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

3. Skyhaven Flying Club – Flight Simulator – Right of Entry

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right-of-Entry with the Skyhaven Flying Club, Inc. for the purposes of operating a flight simulator at Skyhaven Airport, through September 30, 2023, with a one-year option to extend subject to the approval of the Executive Director; all in accordance with the memorandum of Andrew Pomeroy, Director of Aviation Planning & Regulatory Compliance, dated November 3, 2022, and the draft Right of Entry.

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

4. Pease Greeters - Troop Flight Welcome Activities – Right of Entry

Director Lamson moved the motion and Director Levesque seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a Right of Entry (“ROE”) with the Pease Greeters to perform greeting services to inbound and outbound troop movements at Portsmouth International Airport for a period of twelve (12) months, effective from January 1, 2023 through December 31, 2023, to also include the validation of the necessary badges through this time period; substantially in accordance with the memorandum of Sandra McDonough, Airport Community Liaison, dated November 3, 2022.

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

5. **USDA / WS Wildlife Control Proposal at Airports**

Director Ferrini moved the motion and Director Fournier/Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service and Wildlife Services (USDA / WS), to continue its integrated wildlife control and monitoring duties at Portsmouth International Airport at Pease (PSM) and Skyhaven Airport (DAW); any taking of wildlife at Pease will be confined within the airport perimeter fence and be in compliance with Federal and State permits, for the period of January 1, 2023, through December 31, 2023, in the amount of \$37,133.41; all in accordance with the memorandum of Andrew B. Pomeroy, Director Aviation Planning and Regulatory Compliance, dated November 2, 2022.

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

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

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

VIII. Leases:

A. Approval:

1. **25, 29 Retail, LLC – Lease Amendment**

Director Lamson moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into Lease Amendment No. 2 with 25, 29 Retail, LLC for the Premises located at 25 New Hampshire Avenue; all in accordance with the Memorandum of Paul E. Brean, Executive Director dated November 7, 2022, and upon substantially similar terms and conditions as contained in draft Lease Amendment No. 2.

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

IX. Contracts:

A. Report:

1. **VHB – On-call contract extension – Option Exercise**

X. Signs:

A. Approval:

1. City of Portsmouth - Wastewater Treatment Plant – 135 Corporate Drive

Director Anderson moved the motion and Director Levesque seconded that the Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the City of Portsmouth to apply for a Conditional Use Permit to erect a sign within the 100’ wetland buffer at the Waste Water Treatment Plant located at 135 Corporate Drive, and to erect said sign conditioned upon the receipt of the permit; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated November 4, 2022.

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

XI. Executive Director:

A. Reports:

1. Golf Course Operations

Scott DeVito (“DeVito”), Pease Golf Course (“PGC”) General Manager, spoke to 71,283 rounds of golf played. DeVito stated that Grill 28 numbers are positive and informed the Board that Grill 28 had 118 inquiries this season received directly through the golf course website, which is only one way, inquiries are made. DeVito indicated that Grill 28 already has 15 functions scheduled for the month of December and he anticipates its numbers to continue to go up. With the Board’s approval regarding both the Cancellation and Single Rider policies, notifications will be sent out to season pass holders with renewal notices; further he indicated there is a wait list of 25 for full week passes and 15 for mid-week passes.

Duprey asked if PGC keeps track of holes-in-one; DeVito affirmed and indicated there have been a total of seven this season (par 3 holes, approximately 150 yards).

Anderson indicated PGC continually exceeds expectations and asked if there were a report that could be provided regarding the potential of an irrigation project. DeVito indicated PGC has determined what it considers to be its top 9 holes, being those adjacent to the clubhouse. That irrigation system for those holes had been put in during the 1950s; the parts now being obsolete. It has been discussed as completing this project in phases (hole-by-hole). DeVito indicated Toro is doing a pre-design of the irrigation and stated the project would be bid out.

Parker asked if younger players were impacting the rounds of golf played; DeVito affirmed stating an increase had been noticed during COVID and it has continued.

2. Airport Operations

Duprey indicated in consideration of the military’s attendance/item, he moved item XI.A.2.b) up in the agenda for discussion and airport operations would be addressed after ANG discussion.

a) Portsmouth International Airport at Pease (PSM)

(i) NH Air National Guard – Proposed Land Swap

General David Mikolaities (“Mikolaities”) of the NH ANG provided the Board with an updated letter (the letter previously provided contained a transposed number) and spoke to a proposed land swap. Mikolaities indicated the swap would be for 3.5 acres (parcel A – ANG property) located between Air Traffic Control and the Maintenance Building directly on the flightline for 16 acres of land on the North Apron (tarmac – parcel B – PDA property). The recent appraisal performed in February / March of 2022 indicated parcel A is shovel / construction ready providing PDA with the ability to expand the terminal. In exchange for parcel A, ANG is requesting 16 acres of parcel B to protect ANG from encroachment. Further, ANG has received a Congressional earmark to design a new small arms range and the abutting ANG parcels make this location ideal for ANG’s current and future missions. He believes this transfer would not prohibit PDA from future development at the North Apron, in fact there would still be 27 acres of land to be developed.

Lamson asked what the ANG has currently stationed at Pease regarding flying equipment; Mikolaities stated there are currently 12 KC-46 refuelers. Mikolaities indicated while there had been discussions of bringing helicopters to Pease, that is no longer a consideration.

Ferrini asked Mikolaities of the difference in acreage and the anticipated uses of the area (i.e.; aeronautical or support functions). Mikolaities responded that when taking into account the acreage comparison of the two parcels, the demolition cost of parcel B includes 13 inches of concrete (\$600,000/acre for demolition) and parcel A is clean (no demolition) which is how the determination of 16 acres was derived. With respect to future missions, aside from protection from encroachment would be a laydown yard for the Portsmouth Naval Shipyard, solar PB array, fuselage trainers for C5 & C17 and potentially for a Space National Guard Mission (i.e.; armory).

Fournier indicated there isn’t much that can be done with parcel B due to the nature of [ANG] business; Brean indicated PDA is realizing the North 40 may be challenged for commercial development.

Anderson asked of the potential timeline involved; Mikolaities stated roughly a year for the indemnification (making sure parcel A has no liabilities) and the transfer of parcels. Brean indicated PDA would also have to present the potential transfer to the FAA for approval of fair market value.

Parker stated the NHANG is a highly military strategic area in the nation’s defense; Mikolaities affirmed as it is the only ANG out of 18 refueling wings in the country with KC-46 refuelers.

Duprey stated PDA staff will work with the ANG to evaluate and move this along through the proper channels and a report would be brought to the Land Use Committee / Board; Brean affirmed. Further stating that today’s discussions were informative in nature and the two entities would continue to work together prior to bringing it to the Land Use Committee.

Lamson had a question regarding parcel B regarding environmental and geotechnical challenges to be checked. Mikolaities indicated parcel A was clean of construction (building, asphalt etc.) and parcel B, a consultant was utilized to provide an estimated condition of costs for the demolition of the 13 inches of concrete. Where ANG does not own this property, only an estimation can be made at this time.

Duprey indicated as the process unfolds, PDA staff will assess and keep the Board informed and charged staff with moving forward on this matter.

Airport Operations:

Brean stated PSM has achieved its 1 million passenger as of October and anticipate being 20% over last year's numbers by end-of-year. Further, he spoke to strong revenue parking and fuel flowage fees received. Brean informed the Board that of the 1.6 million gallons of fuel was comprised by DOD/CRAF having 66% of sales; commercial and general aviation rounding out sales at 17% each.

Brean informed the Board that Pease has officially been transferred to US Customs and Board Patrol out of Boston for management. The transition has been seamless at both the airport and the Division of Ports and Harbors.

Brean anticipates next week will be busy at the airport with travelers to and from Florida.

(ii) Email regarding Allegiant Flight from Portsmouth International Airport at Pease

Brean highlighted an e-mail received regarding a medical incident on a recent Allegiant flight. Relatives of the child who encountered the medical issue spoke highly of all members of PSM staff, PCA, Allegiant and corresponding Portsmouth rescue who assisted both the child and the family members.

b) Skyhaven Airport (DAW)

c) Noise Line Report

(i) October, 2022

Brean indicated there were two noise inquires which dealt with a tour helicopter not based out of PSM. Community Liaison Specialist, Sandy McDonough, did inquire with Air Traffic Control ("ATC") control and followed up with Sanford Airport and it was indicated the helicopter followed all ATC rules.

B. Approvals:

1. Bills for Legal Services

1. Director Ferrini moved the motion and Director Fournier seconded that the Pease Development Authority ("PDA") Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$8,842.00 for legal services rendered to the Pease Development Authority from Sheehan Phinney Bass & Green from September 1, 2022 – September 30, 2022 in the amount of \$4,405.00 for Tradeport General Representation; September 1, 2022 – September 30, 2022, in the amount of \$4,379.00 for Permit Implementation; and September 1, 2022 – September 30, 2022, in the amount of \$58.00 for Ports and Harbors Representation. And to expend funds in the amount of \$2,001.00 for legal services rendered to the Pease Development Authority from Anderson Kreiger as outside counsel for Federal Regulatory Advice from September 1, 2022 through September 30, 2022

in the amount of \$1,357.00; and October 1, 2022 through October 31, 2022 in the amount of \$644.00. For a total amount of \$10,843.00 in legal services.

Discussion: Anderson asked for an amount with respect to charges incurred as a result of East West Aeronautical.

Disposition: Resolved by unanimous vote for; motion carried.

2. Annual Leave Buy Back

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to conduct a voluntary 2022 annual leave buy-back program for qualified PDA employees on the terms and conditions set forth in the memorandum from Tanya Coppeta, Employee Relations Manager, dated November 1, 2022.

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

XII. Division of Ports and Harbors:

Division Director Geno Marconi (“Marconi”) displayed recent photos of the Market Street facility project, showing a salt ship utilizing the dock / yard. Marconi indicated there is another ship arriving after this and a third ship is anticipated to arrive December 6th or 7th.

Duprey asked of the notice provided regarding the anticipated arrival of a ship; Marconi spoke of the nomination of a ship for DPH review of the vessel specs with the pilots. Marconi indicated DPH looks at vessels when they get through the eastern side of the Panama Canal, using the Automated Information System (“AIS”), leaving approximately two weeks to arrival time. The AIS tracks all ships, worldwide.

Parker asked where the salt is generally from; Marconi responded Chile.

A. Approvals:

1. Granite State Minerals – Deferment of Minimum Annual Guaranteed Revenue Payment

Director Parker 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 \$178,102.02 balance of the 2021-2022 minimum guaranteed payment required under Article 4.1d of the License and Operating Agreement with Granite State Minerals (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 October 27, 2022.

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

2. Bulk Fuel Deliveries – NAS Fuels, LLC dba Atlantic Fuels

There was a typo as NAS Fuels, LLC does business as Atlantic Fuels, not Atlantic Fuels, Inc., as indicated in the motion.

Director Lamson moved the motion and Director Anderson seconded that the Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to NAS Fuels, LLC d/b/a Atlantic Fuels Inc., for the purpose of fuel dispensing at PDA-DPH facilities; all in accordance with the terms and conditions contained in the memorandum of Geno J. Marconi, Division Director, dated October 26, 2022.

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

3. Bulk Fuel Deliveries – Broco Oil Inc.

Director Fournier moved the motion and Director Lamson seconded that the Pease Development Board of Directors authorizes the Executive Director to issue a Right of Entry to Broco Oil of North Reading, MA, for the purpose of fuel dispensing at PDA-DPH facilities; all in accordance with the terms and conditions contained in the Memorandum of Geno J. Marconi, Division Director, dated October 27, 2022.

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

4. Initial Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates

Director Anderson moved the motion and Director Lamson seconded that the Pease Development Authority (PDA) Board of Directors hereby approves of the adoption of the Initial Proposed Amendments to the Schedule of Pilotage Fees and Pilotage Unit Rates pursuant to Pda 311.01 (b) of Chapter Pda 300, Port Captains, Pilots and Pilotage, of the NH Code of Administrative Rules; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 10, 2022, and the Initial Proposed Amendments.

Discussion: Duprey indicated the item had been reviewed and approved by the Advisory Committee.

Levesque asked if this would increase the cost of cargo coming in; Marconi indicated the cost of the ship coming into the harbor would increase.

Marconi indicated by approving this, it allows DPH to go out for public comment and if there are public comments received which require adjustment to the proposal, the matter would be brought back to the Board at the next meeting for final adoption with a recommended effective date of January 1.

Anderson indicated this received reasonable discussion at the Port Advisory Council meeting. He further indicated the pilots are unique to the Piscataqua River, the rates are appropriate in comparison to other locations and there has not been an increase in a couple of years

Levesque indicated today's vote is to have DPH put the Schedule of Pilotage Fees and Pilotage Unit Rates out for public comment; Marconi affirmed.

Parker asked of the proposed rates, what kind of other data had been reviewed; Marconi indicated the comparisons presented were to show what other ports are charging. Portsmouth has challenges that are unique to the area and the rates are considerably lower than other ports.

Duprey asked when the rates were last adjusted; Marconi indicated a couple years ago (January of 2020). Duprey stated since that time (2020) inflation has increased by 16%.

Anderson stated the increases are not done on a flat percentage.

Lamson supports the increase requested by the pilots.

Duprey stated it is the initial proposed amendment being voted upon; it will then go out to for public comment and then back to the Board for final approval if no significant comments received.

Disposition: Resolved by unanimous vote for; motion carried.

XIII. New Business:

Anderson asked of the potential for GOPHER/ARPA funds to be utilized at Rye Harbor; Brean indicated an application has been submitted which contained various potential projects, including for the shacks to address some ADA and utility issues at the Harbor. Brean stated Assistant DPH Director Grant Nichols is reviewing the facility and its relation to the statute, the fee structure and infrastructure. It is hoped to provide data to the Board in the near future.

Duprey asked if there are projects at the Harbor that do not conform with GOPHER and or its deadlines, projects could be suggested for the capital budget process with the State; Brean affirmed. Brean stated there may also be federal funding available for seawalls.

XIV. Special Event:

No events to repots.

XV. Upcoming Meetings:

Noise Compatibility Committee	December 8, 2022 @ 6:30 p.m.
Board of Directors	December 15, 2022 @ 8:30 a.m.

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

XVI. Directors' Comments:

No comments by Board members.

XVII. Adjournment:

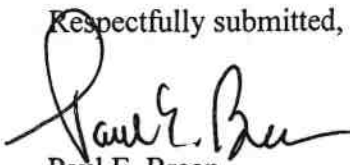
Director Levesque moved the motion and Director Lamson seconded to adjourn the Board meeting. Meeting adjourned at 9:40 a.m.

XVIII. Press Questions:

No comments from the press.

XIX. Consultation with Legal Counsel (NH RSA 91-A:2, I (b))

Respectfully submitted,



Paul E. Brean
Executive Director

MEMORANDUM

To: Paul E. Brean, Executive Director *PAB*
From: Michael R. Mates, P.E., Director of Engineering *MRM*
Date: December 8, 2022
Subject: 165 Arboretum Drive Concept Approval Update

In August of this year, the PDA Board of Directors approved the development concept submitted by 165 Arboretum, LLC, an affiliate of Two International Group, regarding potential development at 165 Arboretum Drive. 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.

At the time this concept was under consideration, it was reported that there would be no wetland buffer impacts associated with this project. Upon further development of the plans over the course of the fall, it was determined that buffer impacts will be required as follows:

1. Temporary impacts to the wetland buffer along the Arboretum Drive Right of Way for the installation of a force main and gas line extension totaling 3,109 square feet.
2. Permanent impact to the wetland buffer for the construction of a sidewalk and installation of a force main and gas line extension as well as some earthwork for drainage totaling 1,228 square feet. The sidewalk is allowed in the buffer under PDA Land Use Controls as a permitted use.

At this time there are still no wetland impacts associated with the project, only the buffer impacts described above. A Wetland Buffer Impact Memo and a Buffer Impact Plan from the applicant's engineer are attached.

In addition to the above, the applicant intended to use a mix of infiltration and filtration best management practices for the treatment of stormwater on site. Upon further review, it was determined that the use of infiltration is unlikely due to the presence of a groundwater management zone over a majority of the site. As such, the applicant will focus on filtration best management practices in the form of Jellyfish Filters to treat stormwater. These filters meet NHDES and PDA standards for advanced treatment and will be evaluated in detail through state permitting and the land use approval process. Specifically, the applicant will work through the Area of Special Notice process to obtain concurrence from the Air Force and regulators that the stormwater system will not adversely alter site hydrology. Additionally, the Alteration of Terrain permit process will review the proposed handling of stormwater on the site to ensure it is treated and the peak runoff rate not increased.

165 Arboretum, LLC intends to continue with the site review process through the Town of Newington and proceed with the reviews/permits noted above. Its representatives intend to be at the December 15, 2022 Board meeting to answer any questions the Board may have.

November 29, 2022

Michael Mates, PE
Engineering Manager
Pease Development Authority
55 International Drive
Portsmouth, New Hampshire 03801

**Re: Wetland Buffer Impact Memo
Proposed Sig Sauer Building Project
165 Arboretum Drive
Newington, NH 03801**

Dear Mr. Mates,

On behalf of 165 Arboretum LLC, Hoyle, Tanner and Associates, Inc. (Hoyle Tanner), is pleased to submit this wetland buffer impact memo and the attached buffer impact plan for the Proposed Sig Sauer Building Project. We have substantially progressed the site design since our previous conceptual presentation to the PDA Board and have determined there are four areas of wetland buffer impacts required for the project that were not previously detailed. All impacts are located offsite within the Arboretum Drive right of way and are necessary for the installation of sewer and gas lines to serve the development site. Below is a summary of each impact.

Buffer Impact 1 (1,228 sf)

This impact is required for the proposed sidewalk extension, drainage improvements, sewer force main and gas extension located in the Arboretum Drive right of way. The sidewalk will provide future pedestrian connectivity from Woodbury Avenue to the Tradeport. The sewer and gas extensions are essential to serve this project as well as the additional development site further north along Arboretum Drive. The impacted area is currently a mowed roadway shoulder.

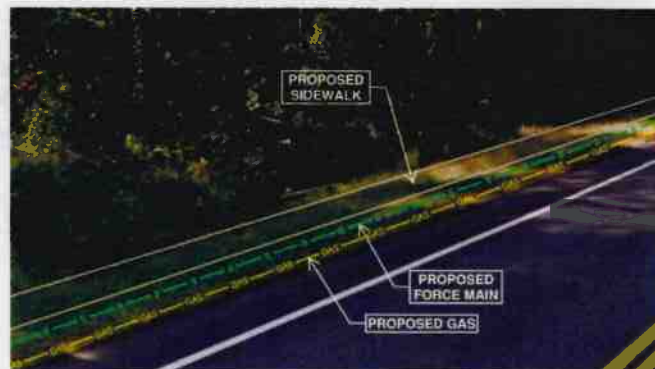
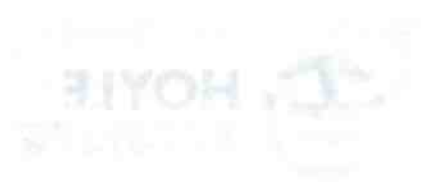


Figure 1 – Schematic location of sidewalk, gas & force main



Buffer Impact 2, 3 & 4 (1,926, 484 & 699 sf)

These temporary impacts are solely for the proposed sewer force main and gas extension located in the Arboretum Drive right of way. The gas main is proposed to be installed 1.5 feet off the edge of pavement and the force main is at 5 feet. Once these utilities are installed, the area will be restored to match the existing conditions. The impacted area is currently a mowed roadway shoulder. All other areas of the proposed force main and gas extension are located outside of any wetlands or wetland buffers. These impacts are based on additional offsite wetland delineation by Hoyle Tanner in October 2022.



Figure 2 - Schematic gas and force main layout

Summary

There will be a total of 1,228 sf of permanent buffer impacts related to the sidewalk and drainage as described in impact 1. Temporary impacts 2, 3 and 4 for the sewer force main and gas extension total 3,109 sf. Total combine buffer impacts for the project are 4,337 sf. The proposed impacts for the sewer force main and gas extension will require a Conditional Use Permit which will be submitted concurrently with the Site Plan Review materials.

We trust this memo has provided a detailed description of the buffer impacts and look forward to presenting to the Board at the December 15, 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.
Associate / Project Manager

Attachments:

- Buffer Impact Plan

165 ARBORETUM DRIVE NEWINGTON, NH BUFFER IMPACT PLAN

WETLAND BUFFER
IMPACT 1 (1,228 SF)

WETLAND BUFFER IMPACT 2
(1,926 SF - TEMPORARY)

WETLAND BUFFER IMPACT 4
(699 SF - TEMPORARY)

ARBORETUM DRIVE

WETLAND BUFFER IMPACT 3
(484 SF - TEMPORARY)

SEWER FORCE
MAIN & GAS LINE

WETLAND
(TYP)
WETLAND
BUFFER (TYP)

165 ARBORETUM DRIVE

STORMWATER
POND

100
ARBORETUM
DRIVE

PERMANENT
IMPACT 1 1,228 SF
TOTAL 1,228 SF

TEMPORARY
IMPACT 2 1,926 SF
IMPACT 3 484 SF
IMPACT 4 699 SF
TOTAL 3,109 SF

TOTAL IMPACTS = 4,337 SF



NOVEMBER 29, 2022

IMAGE: GOOGLE EARTH - OCTOBER 2020

**HOYLE
TANNER**

100 International Drive
Suite 360
Portsmouth, NH 03801
(603) 431-2520
www.hoyletanner.com

MOTION


Director Levesque:

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

1. Approves a six (6) month extension of the Option Agreement between the PDA and Aviation Avenue Group, LLC ("AAG") regarding a potential development at 100 New Hampshire Avenue (the "Premises");
2. Approves the terms of the Letter of Intent between the PDA and AAG, dated November 29, 2022, regarding a potential lease agreement concerning the Premises; and
3. Authorizes the Executive Director to complete negotiations with AAG and finalize and execute a Lease Agreement for the Premises on terms and conditions in general accordance to those set forth in said Letter of Intent as well as such other terms and conditions recommended by PDA General Counsel, following receipt of all required land use approvals for the potential development;

all in accordance with the memoranda of Paul E. Brean, Executive Director dated December 6, 2022, attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul Brean, Executive Director 
Date: December 6, 2022
Re: Aviation Avenue Group LLC – 100 New Hampshire Avenue – Six Month Extension to Option Agreement

Aviation Avenue Group LLC (“AAG”) has requested the second six month extension of its Option Agreement, which, as amended, concerns 100 New Hampshire Avenue. A copy of the request is attached hereto. If extended, the Option would run through July 31, 2023. This past October, AAG requested and obtained concept approval from the Board for an advanced manufacturing development at 100 New Hampshire Avenue. Following that, AAG applied for a variance for a reduced front yard setback for the development along New Hampshire Avenue. The Portsmouth Zoning Board of Adjustment granted the variance request. Currently, AAG is working on detailed site and subdivision plans, which it hopes to submit in early 2023 to commence the land review process. In addition, consistent with the requirements of the Option Agreement, a letter of intent has been prepared outlining a potential lease agreement between the PDA and AAG should the development receive the necessary land use approvals.

As discussed at the Board’s October meeting, this development presents an exciting development opportunity for Pease and the seacoast region. At the Board’s December 15, 2022, meeting, please approve AAG’s request for a six month Option Agreement extension and the Letter of Intent between the PDA and AAG.

Aviation Avenue Group LLC

December 1, 2022

VIA EMAIL

Pease Development Authority
55 International Drive
Portsmouth, NH 03801
Attn: Paul Brean, Executive Director

Re: Request for Extension to the Option Agreement for the Land and Improvements located at 100 New Hampshire Avenue at the Portsmouth International Airport at Pease.

Dear Paul,

On February 1, 2022, Aviation Avenue Group LLC (AAG) entered into an Option Agreement with the Pease Development Authority (PDA) for the exclusive right and option to lease the Land and Improvements covered under the agreement. AAG's Option Area initially included the Land and Improvements thereon at 14 Aviation Avenue, aka Hangar 227, 7 Lee Street, and 100 New Hampshire Avenue ("Option Area"), and had an initial Option Term of six (6) months, expiring on July 31, 2022, with options to extend. Prior to that expiration date, AAG requested a six (6) month extension to that agreement, and an amendment removing the portion of the Option Area located at 14 Aviation Avenue, aka Hangar 227. Both requests were granted by the PDA. On October 20, 2022, AAG requested an additional amendment to the Option Agreement, removing the portion of the Option Area located at 7 Lee Street. That amendment request was also granted.

The purposes of this letter are as follows:

1. First, to provide an update on the due diligence and development progress that has occurred during our first Option Extension Period.
2. Second, to request a second extension to our Option Period for the Option Area for an additional six (6) months, until July 31, 2023, as per Section 4 ("Option Extension Periods and Payments") of the amended Option Agreement.

As we indicated in our Project Memorandum to the PDA at the October Board Meeting, it is our intention to proceed with entitling a 209,750 SF Advanced Manufacturing facility at 100 New Hampshire Avenue. Based on the quantity and quality of discussions we have had with prospective tenants over the last nine (9) months, we feel confident that an Advanced Manufacturing facility represents the highest and best use of the 100 New Hampshire Avenue site. The dimensions and layout of our proposed building, which were shared during the PDA Board's Conceptual Review on October 20, were designed to offer maximum flexibility to the potential Advanced Manufacturing tenants while minimizing disruptions to the existing infrastructure at the Tradeport. In order to provide optimal dimensionality, size, and column spacing for the Advanced Manufacturing tenants we have been talking to, on October 26, 2022, we requested a front-yard setback variance along New Hampshire Avenue, consistent with the existing building directly across the street. The PDA approved this variance request on October 28, and the City of Portsmouth approved it on November 15.

The next step in our development process is to submit our plans to the Portsmouth Site Plan Review Technical Advisory Committee (TAC). Our goal is to present our plans during the January TAC meeting, and we anticipate that we will require a minimum of two TAC meetings in order to adequately address and work through the Committee's feedback. On top of this, we will submit our plans to the New Hampshire Department of Environmental Services for an Alteration of Terrain review in January, and we anticipate NHDES will require a ninety (90) day review period. Lastly, once we address and meet all TAC feedback

and requirements, we intend to submit our plans to the Portsmouth Planning Board for final approval for their meeting on March 16, 2023. Allowing for the time required by these steps, we are aiming to secure full building approvals by April of 2023. During that time, we wish to maintain the exclusivity provided by our Option Agreements. This exclusivity will allow us to focus on securing necessary approvals while providing assurances to prospective tenants that there is no risk of competing development plans on AAG's Option Area. Therefore, as per Section 4 ("Option Extension Periods and Payments") of AAG's Option Agreement, we are requesting a second six (6) month extension to our Option Period. We acknowledge that entry into this Final Option Extension Period must be accompanied by a non-binding letter of intent with the PDA to enter into a Ground Lease Agreement. We are enclosing an executed copy of that letter of intent in this package.

Per our Option Agreement, we are accompanying with this notice our payment of a third Option Payment to PDA for the Option Extension Period 2 in the amount of \$59,946.18, which payment represents 30% of the 2022 annual base rent of \$199,820.60. As per Footnote 1 of the Amended Option Agreement, we understand that the Option Payment shall be adjusted after the PDA 2023 per acre rate is established effective January 1, 2023. Should you have any questions or concerns with these calculations, please advise.

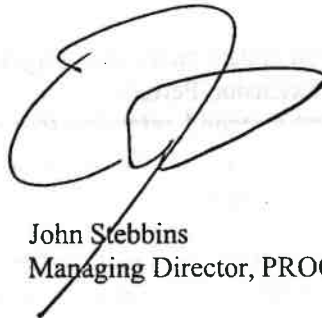
We continue to appreciate the support and partnership of the PDA as we work collaboratively to develop the highest and best use for AAG's Option Area located at 100 New Hampshire Avenue. We continue to be encouraged by the market demand, and we would be grateful for the opportunity to maintain our exclusivity as we work through the final stages of the approval process over the next six months.

Thank you for your consideration. Please do not hesitate to contact us directly if you have any questions or concerns.

Sincerely,



John Kane
Chief Investment Officer, The Kane Company



John Stebbins
Managing Director, PROCON

cc: Anthony Blenkinsop, Esq.
Michael Kane
Jen Stebbins Thomas
Eben Tormey
Joe Geoghegan
Brett Tonks

November 29, 2022

John Stebbins
Aviation Avenue Group, LLC
210 Commerce Way, Suite 300
Portsmouth, NH 03801

Re: Letter of Intent, 100 New Hampshire Avenue

Dear John:

The Pease Development Authority ("PDA") is pleased to submit to Aviation Avenue Group LLC ("AA") the following outline of terms and conditions of a proposed agreement with the PDA for development at the Pease International Tradeport ("Pease" or "Tradeport").

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

The central business terms of our understanding include the following:

- Landlord:** Pease Development Authority (see NH RSA 12-G).
- Tenant:** Aviation Avenue Group LLC, a New Hampshire limited liability company.
- Leased Premises:** The land area generally described as 100 New Hampshire Avenue in Attachment A hereto, located in the Pease Industrial Zone (collectively the "Leased Premises" or "Premises"). The Premises is estimated to be 11.4+/- acres in size, but final lot dimensions and access areas will be determined through survey work and/or subdivision and site plan review process.

Without limitation of the foregoing, the understanding of the parties is that AA would construct a manufacturing facility with related office space of not less than 200,000 square feet in size, on the Premises, with surface

RE: Letter of Intent, 100 New Hampshire Avenue

parking for 147+/- vehicles, with related paving utilities, landscaping, drainage, and associated site improvements, generally consistent with a presentation provided to the PDA Board of Directors during its public meeting on October 20, 2022, and which shall meet all land use controls of the PDA (the "Facility").

Lease Term and Term

Commencement: The Agreement shall be effective upon execution ("Effective Date"). The lease term shall be for a base term of thirty (30) years, commencing on the Effective Date, or another term commencement date as set forth in the Agreement ("Term Commencement Date"), with eight (8), five (5) year options and one (1), four (4) year options to extend (the "Term"). The total term shall not exceed seventy-four (74) years.

Annual Ground Rent and

Additional Rent: The annual Ground Area Rent for the entirety of the Leased Premises, will be the average blended per acre per year¹ rate for the year in which the Term Commencement Date occurs, with the first adjustment commencing on the first day following the expiration of the first year of the Term in accordance with the provisions of the Lease. Thereafter Ground Area Rent for the entirety of the Premises will be adjusted every year as provided below:

Years 1-25: Annual adjustment at lesser of CPI or 3% with a 12% cap over 5 years.

Year 26: Appraisal to FMV increase only.²

Years 27-50: Annual adjustment at lesser of CPI or 3% with 12% cap over 5 years.

Year 51: Appraisal to FMV increase only.

Years 52-74: Annual adjustment at lesser of CPI or 3% with 12% cap over 5 years.

¹ \$18,851 is PDA's annual average blended per acre rate in the **Business/Commercial** Zone for 2022, which will be adjusted for 2023 as of January 2023. The subject premises, although located in the Industrial Zone, is no longer distinguishable on a permitted use basis from the **Business/Commercial** Zone and PDA has represented this calculation to the FAA as part of PDA's justification for extending long term leases to the maximum 74 year term. The actual annual rent rate per acre will be calculated based on the current average as of the Term Commencement Date.

² At FMV appraisal in years 26 and 51, if the then current per acre rate exceeds FMB by more than 12%, annual rent adjustments will be suspended for a period of 5 years.

RE: Letter of Intent, 100 New Hampshire Avenue

All rent contemplated shall be payable in each case in equal monthly installments of one-twelfth thereof in advance on the first day of each month without offset, unless otherwise agreed by the Parties. The Lease shall provide a period of not more than twelve (12) months where no rent shall be due and owing as a construction abatement. The rent abatement period shall terminate on the earlier to occur of the first day of the 13th month following the commencement of the rent abatement period or occupancy of the Facility.

The annual Ground Rent for the Leased Premises will be based on the total acreage of the Premises, including setbacks and open space, but excluding any contiguous wetland area of more than 0.5 acres. The actual chargeable acreage of the Premises will be determined on the basis of field survey/delineation of wetlands conducted by a qualified soil scientist and as otherwise agreed by the Parties through survey work and/or subdivision/lot line adjustment and site plan review process, during which PDA will reasonably cooperate in good faith with AA to adjust the dimensions of the Premises if requested by AA, subject to applicable land use controls.

Condition of

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

Taxes/Fees/Services: In accordance with the provisions of the Municipal Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1, 1998, AA shall pay to PDA a Municipal Services Fee to include the cost of providing police, fire and public works services. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Tradeport and will be subject to increases each year only to the extent the cost to PDA of providing such services increases. The Municipal Services Fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of Ground Area Rent. To the extent the Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, AA may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have

RE: Letter of Intent, 100 New Hampshire Avenue

no further obligation to provide such services. For so long as municipal taxes are imposed against the Premises, or on AA for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the Municipal Services Fee required to be paid under the Lease shall terminate. The Municipal Services Fee shall commence upon the Effective Date.

In the event the Premises, or any portion thereof, are removed from the Airport District, AA shall make payments in lieu of taxes to the appropriate municipality in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District. Any tax, fee or payment in lieu of tax imposed for the provision of fire, police, public works or other municipal services shall be considered an Imposition under Article 5 of the Lease.

Utilities: PDA will bring utility lines at reasonable capacities to the points existing as of the Term **Commencement** Date, or such other points as may be designated by PDA. AA will be responsible for connecting to such points, wherever they may be, as necessary for its use of the Leased Premises, and for installing and paying for all utilities, including electric, gas, telephone, cable, water and sewer from such points to the Leased Premises. In addition, depending on the requirements of site review, AA shall be responsible for installing any necessary or required connections of the Leased Premises to the PDA's stormwater discharge system at the points existing within the Tradeport as of the Term Commencement Date, or such other points as may be designated by the PDA, wherever they may be. PDA shall provide AA reasonable access to the Tradeport prior to entering into the Agreement so that AA may ascertain appropriate utility and stormwater connection points.

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

Right to Use Tradeport: Subject to the provisions and additional restrictions as may be set forth in the Lease for the Premises, AA shall have in common with other authorized Tradeport users the right to use the entrances, exits and roadways designated by PDA for common use at the Tradeport.

RE: Letter of Intent, 100 New Hampshire Avenue

Site Plan and

Design Permitting: AA would undertake and continue with due diligence and at its sole expense subdivision, site planning, design, permitting, and construction of the Facility on the Premises.

Anticipated

Timeline: AA acknowledges that PDA's willingness to enter into a Lease is contingent upon AA establishing a construction time line that is acceptable to PDA and consistent with the terms and conditions set forth above. AA shall be solely responsible for the development of plans and specifications for any construction and development on the Premises and for making any required submission and obtaining any necessary approval, including site and subdivision approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist AA in such process.

Use: AA will develop the Leased Premises as a manufacturing facility with associated office space consistent with PDA Land Use Controls.

Sublease and

Assignment: AA may, without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Leased Premises, or any part thereof, with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with AA). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation. All other assignments or subleases shall be subject to approval of PDA, which shall not be unreasonably withheld, to be further set forth in the Agreement.

Environmental

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

RE: Letter of Intent, 100 New Hampshire Avenue

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

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

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

Repairs and Maintenance: Throughout the term of the Agreement, and without cost to PDA, AA shall take commercially reasonable care of the Leased Premises and related improvements, including sidewalks, curbs, parking areas designated for AA's exclusive use, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. AA's obligation hereunder shall also include grounds maintenance and restoration and snow removal from the Leased Premises, including any areas designated for AA's exclusive use.

Guarantees: AA agrees to provide a construction bond, completion guaranty from a creditworthy entity reasonably acceptable to the PDA, or other form of surety acceptable to the PDA, on terms and conditions as shall be reasonably acceptable to the PDA to secure its obligation to construct the Facility through certificate of occupancy.

Surrender of Leased Premises

at Termination: PDA to assume ownership of the Facility and related improvements at termination of the Lease.

RE: Letter of Intent, 100 New Hampshire Avenue

Grant

Assurances:

The Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Tradeport and Airport including, but not limited to, Economic Development Administration Grant Assurances and Federal Airport Improvement Project Grant Assurances as the same are deemed applicable to Portsmouth International Airport at Pease and the Lease, as amended.

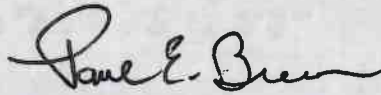
Leasehold

Mortgages:

The Lease shall include customary provisions no less favorable than comparable provisions granted to other PDA tenants to ensure that AA's leasehold interest under the Lease is financeable, including that PDA shall agree to execute estoppels and SNDAs in a form reasonably acceptable to the PDA.

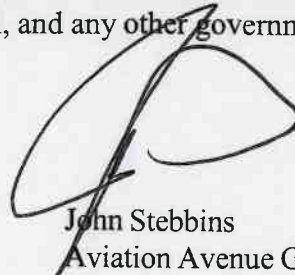
The execution of this LOI does not constitute a reservation of the Premises, an option to lease the Premises, or an offer to lease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease Agreement is executed by the Parties.

Sincerely,



Paul E. Brean
Executive Director

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



John Stebbins
Aviation Avenue Group LLC Duly Authorized

ATTACHMENT A



MOTION

Director Fournier:

The Pease Development Authority (PDA) Board of Directors hereby approves of extensions to certain timeframes for the review of the site and subdivision application pertaining to a proposed development at 53 Exeter Street by Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth), as follows:

- a 45 day extension for the completion of TRC review per 404.01(h) of the PDA Land Use Controls;
- an extension of the 30 day deadline for review of the site review application by the Board at a public hearing to 90 days;
- an extension of the 30 day deadline for review of the subdivision application by the Board at a public hearing to 90 days; and
- a 60 day extension for completion of the subdivision application process per 503.02(h).

All in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated December 9, 2022, attached hereto.

MEMORANDUM

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

From: Michael R. Mates, P.E., Director of Engineering *MRM*

Date: December 9, 2022

Subject: Pease Aviation Partners Site Review and Subdivision Application

Last month, Pease Aviation Partners LLC ("PAP") dba Million Air, finalized its applications for site review and subdivision approval for property at 53 Exeter Street, where it is proposing development of a fixed base operator facility at Portsmouth International Airport. In accordance with the PDA Land Use Controls, a meeting of the Pease Technical Review Committee ("TRC") was scheduled for December 15, 2022. Unfortunately, that meeting had to be cancelled and will be rescheduled.

The PDA Land Use Controls lay out certain deadlines for the Site Review and Subdivision processes designed to ensure applicants that their land use applications move forward in a timely manner. In this case, given the need to provide sufficient time for the land use review process to take place, the completion of the site review and subdivision applications is not realistic within the deadlines specified in the Land Use Controls, as set forth below.

TRC Review:

Part 404.01(h) of the Site Plan Regulations requires that technical review be completed within 45 days of the request from the Building Inspector for a TRC meeting, while permitting the Board to grant an extension of an additional 45 days. Here, the Building Inspector requested TRC review on November 18, setting the 45 day limit at January 2, 2023. While TRC review was originally scheduled for December 15th, that meeting was cancelled and it appears almost certain that review of the PAP application will require additional time beyond January 2, 2023¹. As following its December meeting the PDA Board will not meet again until January 19, 2023, it is prudent to grant an additional 45 day extension at this juncture to give the TRC time to complete its review.

¹ Even if TRC had met on December 15, 2022, if it had not completed its work on that date, it is unlikely a second meeting would have been scheduled before January 2, 2023.

Board Site and Subdivision Review:

Part 404.01(i) of the Site Plan Regulations and Part 503.02(h) of the Subdivision Regulations requires the Board of Directors to review site review and subdivision applications within 30 days of the completion of the technical review and recommendation process. In this case, following completion of technical review, but before proceeding to the Board of Directors acting as a Planning Board, PAP will need to proceed through the Conditional Use Permitting Process for the project's proposed wetland buffer impacts. As such, in this case the 30 day deadline does not provide sufficient time for the Conditional Use Permitting process to play out. Part 403.03(a) of the Site Review regulations and Part 505.04(a)(1) of the Subdivision regulations allow the Board to waive these deadlines when strict conformity would pose an unnecessary hardship on the applicant. Here, given the need to permit the PDA's Conditional Use Permitting process to play out before proceeding to the full Board, strict conformance to the 30 day deadline would pose an unnecessary hardship on PAP. Staff would recommend extending the 30 day deadlines to 90 days, or otherwise granting an outright waiver of the deadlines.

Subdivision Approval:

Part 503.02(h) of the Subdivision Regulations requires the Board of Directors to approve or deny a subdivision application within 60 days of the completion of the technical review and recommendation process. As described above, the Conditional Use Permitting process will delay this action. Additionally, the Board is not expected to meet during the month of February, which may impact scheduling. The Board may, in its discretion, grant an extension of time consented to by the applicant. In this case, it is expected that a 60 day extension of this 60 day deadline (120 days total) is appropriate and PAP consents to such an extension.

At the PDA Board meeting on December 15, 2022, please ask the Board to:

- Grant a 45 day extension for the completion of TRC review per 404.01(h) of the PDA Land Use Controls;
- Extend the 30 day deadline for review of the Site Review Application by the Board of Directors at a public hearing to 90 days, or otherwise waive the deadline per 404.01(i) of the PDA Land Use Controls;
- Extend the 30 day deadline for review of the Subdivision Application by the Board of Directors at a public hearing to 90 days, or otherwise waive the deadline per 505.04(a)(1) of the PDA Land Use Controls; and
- Grant a 60 day extension for completion of the subdivision application process per 503.02(h).

Date: December 6, 2022

To: Paul Brean, Executive Director

From: Suzy Anzalone, Director of Finance

Subject: Executive Summary- Financial Reports

In anticipation of the upcoming December 15, 2022 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the four months ended October 31, 2022:

Consolidated Results

Pease Development Authority - Consolidated			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	7,264	6,621	643
Operating Expenses	4,924	5,357	433
Operating Income	2,340	1,264	1,076
Depreciation	2,287	2,252	(35)
Non Oper. (Inc)/Exp	(5)	0	5
Net Operating Income (Loss)	58	(988)	1,046

Year-to-date consolidated operating revenues of \$7.3 million performed favorably against budgeted revenue of \$6.6 million (9.7% favorable). Favorable results included fuel sales, fuel flowage, concession revenue, parking fees and golf fees.

Consolidate operating expenses through October totaled \$4.9 million, trending favorably against budgeted expenses of \$5.3 million (8.1% favorable). Notable expense underruns include wages and benefits, maintenance expenses, utilities, professional services and marketing. Fuel purchases continue to trend over budget, resulting from the higher fuel sales revenue.

Year-to-date net operating income was \$58,000, performing favorably against the budgeted loss of \$988,000.

Business Unit Performance

Portsmouth Airport

Portsmouth Airport (PSM) incl Security			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	816	523	293
Operating Expenses	1,042	1,075	33
Operating Income	(226)	(552)	326
Depreciation	1,514	1,414	(100)
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	(1,740)	(1,966)	226

Year-to-date results for the Portsmouth Airport show revenue trending higher by \$293,000 (56.1%) driven by higher parking revenue, fuel flowage, concession fees and income from short term option payments. Year-to-date expense underruns of \$33,000 are mainly comprised of facilities and utilities, but are offset by marketing expenses due to a prior month's expenditure for an annual marketing campaign.

Skyhaven Airport

Skyhaven (DAW)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	95	80	15
Operating Expenses	104	80	(24)
Operating Income	(9)	0	(9)
Depreciation	138	162	24
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	(147)	(162)	15

Skyhaven revenue is trending higher by \$15,000 (18.4%), as a result of higher fuel sales. Year-to-date fuel sales totaled 7,853 gallons vs. 6,187 gallons in FY22. Operating expenses are \$24,000 over budget mainly resulting from higher fuel consumption. To a lesser extent, building and facilities are also higher than budget as this line item includes significant airfield lighting and electrical/HVAC maintenance.

Tradeport

Tradeport			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	3,262	3,265	(3)
Operating Expenses	149	165	16
Operating Income	3,113	3,100	13
Depreciation	248	298	50
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	2,865	2,802	63

Tradeport operating revenue is slightly under budget on a year to-date basis while operating expenses are trending favorably by \$16,000 primarily from lower building and facility costs.

Golf Course

Pease Golf Course			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,879	1,832	47
Operating Expenses	960	980	20
Operating Income	919	852	67
Depreciation	126	123	(3)
Non Oper. (Inc)/Exp	0	0	0
Net Operating Income (Loss)	793	729	64

Golf Course revenue is \$47,000 (2.5%) favorable to budget, attributable to both concession and public play revenue. Year-to-date operating expenses are under budget by \$20,000 as we are realizing cost underruns in wages and benefits and utilities. These favorable results are offset by higher facilities costs, due to turf maintenance expenses. Golf cart rental is also trending unfavorably as the budget was understated by one monthly rental payment.

Division of Ports and Harbors-Unrestricted

Division of Ports and Harbors (Unrestricted)			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,151	867	284
Operating Expenses	1,167	1,111	(56)
Operating Income	(16)	(244)	228
Depreciation	205	205	0
Non Oper. (Inc)/Exp	(1)	(1)	0
Net Operating Income (Loss)	(220)	(448)	228

Unrestricted operating revenue for the DPH is trending \$284,000 (32.7%) higher than budget, mainly due to higher fuel sales as well as parking revenue. Consequently, expense overruns of \$56,000 are mainly brought about by higher fuel consumption.

Balance Sheet/Statement of Net Position

(\$ 000's)	As of 10/31/2022	As of 10/31/2021
Assets		
Current Assets	19,837	12,763
Restricted Assets	1,580	1,565
Non-Current Assets	293,508	265,338
Total Assets	314,925	279,666
Deferred Outflows of Resources	3,705	4,201
Liabilities		
Current Liabilities	3,884	5,665
Non-Current Liabilities	12,003	14,553
Total Liabilities	15,887	20,218
Deferred Inflows of Resources	201,506	175,253
Net Position		
Net Invest. in Cap Assets	96,277	92,571
Restricted	1,302	1,301
Unrestricted	3,658	(5,476)
Total Net Position	101,237	88,396

PDA's consolidated balance sheet as of October 31st resulted in current assets totaling \$19.8 million, comprised of \$11.6 million in unrestricted cash, \$7.6 million in trade and lease receivables and \$0.6 million in other current assets.

Non-current assets of \$293.5 million include capital assets as well as a long term lease receivable of \$197.2 million related to the new accounting standard. Fiscal Year 2023 capital expenditures through October totaled \$2.4 million, mainly represented by the Market Street Main Wharf project. Other capital expenses include Corporate Drive drainage project, Taxiway A repairs and various equipment purchases.

Current liabilities of \$3.9 million are largely related to trade accounts payable and various accrued expenses.

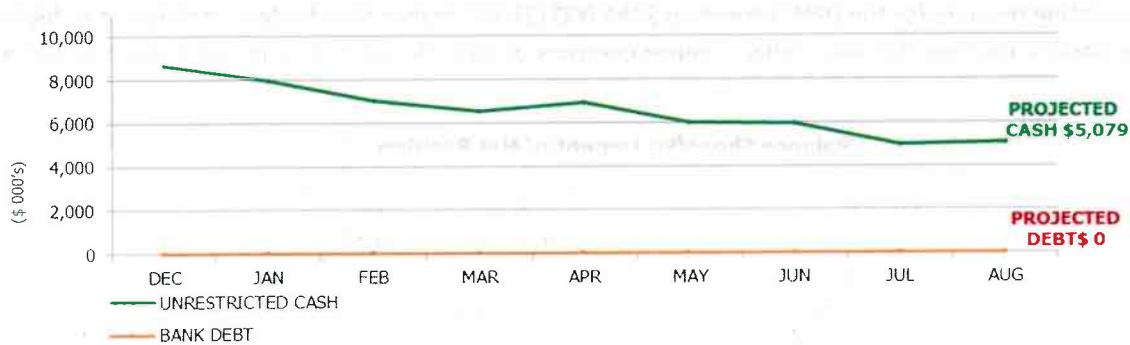
Deferred Inflows of Resources include deferred lease revenue of \$198.5 million associated with the new lease accounting standard.

Cash Flow Projections for the Nine Month Period Ending August 31, 2023

During the next nine-month period, cash inflows are projected at \$16.5 million, mainly provided by operating revenues and also include \$2.4 million in grant funding.

Cash outflows are estimated at \$20.2 million and include \$7.3 million in non-grant capital expenditures with a significant portion to be spent on the arrivals hall project at the Portsmouth Airport. Outflows also include \$2.8 million paid annually to the City of Portsmouth for municipal service fees.

Our cash position is projected to remain strong, allowing us to continue normal operations as well as planned capital expenditures. The chart below outlines cash and debt balances over the next nine month period. Please let me know if you have any questions or require supplemental information.



PEASE DEVELOPMENT AUTHORITY
FY2023 FINANCIAL REPORT
FOR THE FOUR MONTH PERIOD
ENDING OCTOBER 31, 2022



BOARD OF DIRECTORS MEETING
DECEMBER 15, 2022



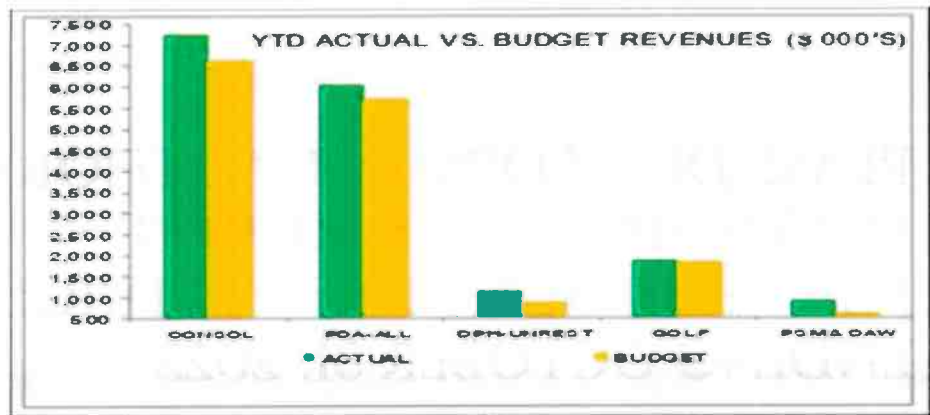
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures –Four Months Ended October 31, 2022

Trends:

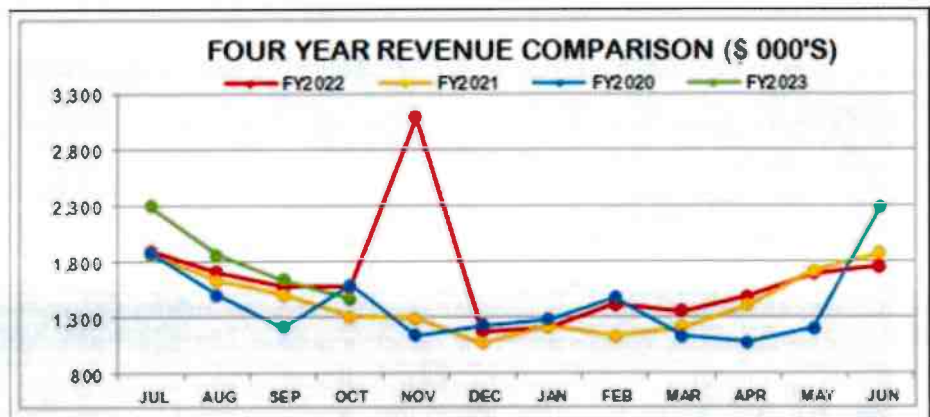
YTD revenue higher by 9.7%:

- Golf Fees, Fuel Flowage, Parking fees, Fuel Sales, Concession revenue and income from Short-Term Option payments trending higher than budget



Trends:

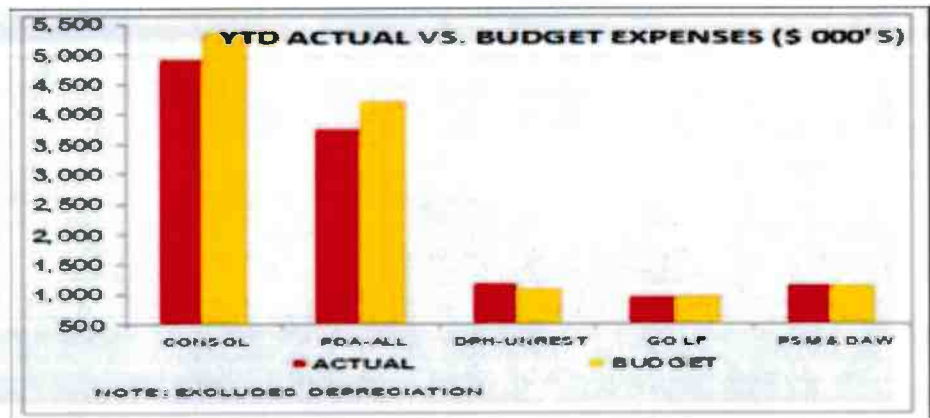
- **November 2021** includes sale of 30 NH Ave
- **July revenues** include annual rent payment-Great Bay Comm. College
- **June revenues** include increase in Golf fee revenue



Trends:

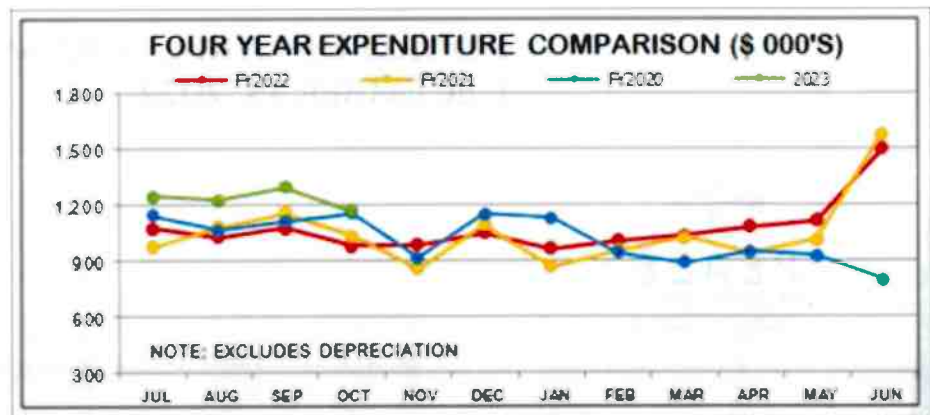
YTD Operating Expenses lower by 8.1%:

- Wages & Benefits, Facilities, Utilities, Professional Svcs. & Marketing trending lower than budget
- Offset by cost overruns fuel purchases (due to higher fuel sales) and golf cart lease expense



Trends:

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



PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
FACILITIES	\$880,180	\$851,398	\$28,782	3.4%	\$3,675,307	\$3,627,630	\$47,677	1.3%
CARGO AND HANGARS	14,618	14,931	(313)	(2.1%)	56,528	56,671	(144)	(0.3%)
	<u>894,798</u>	<u>866,329</u>	<u>28,469</u>	<u>3.3%</u>	<u>3,731,835</u>	<u>3,684,301</u>	<u>47,533</u>	<u>1.3%</u>
CONCESSION REVENUE	83,754	32,671	51,083	156.4%	259,025	180,160	78,865	43.8%
FEE REVENUE								
AVIATION FEES	1,020	74	946	1285.1%	1,020	295	725	246.3%
FUEL FLOWAGE	61,540	18,220	43,321	237.8%	226,909	103,674	123,235	118.9%
PSM TSA/LEO REVENUE	3,290	1,856	1,434	77.2%	12,210	7,426	4,784	64.4%
PSM SECURITY REVENUE	1,525	2,411	(886)	(36.7%)	7,845	9,642	(1,797)	(18.6%)
GOLF FEES	184,211	188,914	(4,704)	(2.5%)	1,304,239	1,266,061	38,179	3.0%
GOLF SIMULATORS	1,497	2,400	(903)	(37.6%)	3,769	3,930	(161)	(4.1%)
GOLF MEMBERSHIPS	51,058	54,375	(3,317)	(6.1%)	204,233	217,500	(13,267)	(6.1%)
GOLF LESSONS	595	508	87	17.1%	20,973	19,331	1,641	8.5%
MOORING FEES	39,637	38,750	887	2.3%	158,548	155,000	3,548	2.3%
PARKING	28,851	26,517	2,334	8.8%	204,247	141,720	62,527	44.1%
PIER USAGE FEES	3,388	8,417	(5,029)	(59.8%)	32,222	33,667	(1,445)	(4.3%)
REGISTRATIONS	(902)	3,501	(4,403)	(125.8%)	41,987	27,400	14,587	53.2%
TERMINAL FEES	-	-	-	-	-	-	-	-
WHARFAGE AND DOCKAGE	-	-	-	-	4,500	-	4,500	-
	<u>375,710</u>	<u>345,943</u>	<u>29,768</u>	<u>8.6%</u>	<u>2,222,702</u>	<u>1,985,646</u>	<u>237,057</u>	<u>11.9%</u>
FUEL SALES	117,423	41,412	76,011	183.6%	681,044	454,865	226,179	49.7%
INTEREST INCOME								
LOAN INTEREST	2,356	2,583	(227)	(8.8%)	11,190	10,333	857	8.3%
OTHER REVENUES								
MERCHANDISE	26,868	26,742	126	0.5%	140,351	147,734	(7,382)	(5.0%)
ALL OTHER	(36,538)	31,081	(67,619)	(217.6%)	217,823	157,875	59,948	38.0%
	<u>(9,670)</u>	<u>57,823</u>	<u>67,493</u>	<u>116.7%</u>	<u>358,174</u>	<u>305,609</u>	<u>(52,566)</u>	<u>(17.2%)</u>
TOTAL OPERATING REVENUE	1,464,371	1,346,761	117,611	8.7%	7,263,970	6,620,914	643,057	9.7%
OPERATING EXPENSES								
WAGES AND FRINGE BENEFITS								
WAGES								
BENEFITED REGULAR	405,183	425,694	20,511	4.8%	1,511,470	1,694,274	182,805	10.8%
BENEFITED OVERTIME	18,883	21,841	2,958	13.5%	72,759	71,394	(1,365)	(1.9%)
NON-BENEFITED REGULAR	65,170	61,740	(3,430)	(5.6%)	374,724	324,049	(50,675)	(15.6%)
NON-BENEFITED OVERTIME	5,133	3,928	(1,205)	(30.7%)	13,584	14,953	1,369	9.2%
ACCRUED VACATION BENEFITS	(865)	1,008	1,874	185.8%	8,777	4,033	(4,744)	(117.6%)
ACCRUED SICK TIME BENEFITS	(3,516)	433	3,949	911.3%	1,341	1,733	392	22.6%
	<u>489,988</u>	<u>514,644</u>	<u>24,657</u>	<u>4.8%</u>	<u>1,982,655</u>	<u>2,110,436</u>	<u>127,782</u>	<u>6.1%</u>
WAGE TRANSFERS OUT	-	-	-	-	(4,383)	-	4,383	-
	<u>489,988</u>	<u>514,644</u>	<u>24,657</u>	<u>4.8%</u>	<u>1,978,272</u>	<u>2,110,436</u>	<u>132,166</u>	<u>6.3%</u>
BENEFITS								
DENTAL INSURANCE	5,799	5,902	103	1.7%	21,712	23,607	1,896	8.0%
HEALTH INSURANCE	102,615	112,153	9,538	8.5%	401,961	448,612	46,651	10.4%
LIFE INSURANCE	2,240	2,676	435	16.3%	10,091	10,703	612	5.7%
NEW HAMPSHIRE RETIREMENT	57,097	64,212	7,115	11.1%	210,177	256,849	46,672	18.2%
POST RETIREMENT BENEFITS	9,472	10,216	744	7.3%	37,887	40,865	2,978	7.3%
EMPLOYEE DRUG TEST	245	170	(75)	(44.1%)	692	680	(12)	(1.8%)
OPEB EXPENSE	-	-	-	-	-	-	-	-
EMPLOYER FICA	35,911	39,745	3,834	9.6%	147,112	164,107	16,995	10.4%
UNEMPLOYMENT INS	-	-	-	-	-	-	-	-
	<u>213,379</u>	<u>235,074</u>	<u>21,695</u>	<u>9.2%</u>	<u>829,632</u>	<u>945,423</u>	<u>115,791</u>	<u>12.2%</u>
BENEFIT TRANSFERS OUT	-	-	-	-	-	-	-	-
	<u>213,379</u>	<u>235,074</u>	<u>21,695</u>	<u>9.2%</u>	<u>829,632</u>	<u>945,423</u>	<u>115,791</u>	<u>12.2%</u>
TOTAL WAGES & BENEFITS	703,367	749,718	46,351	6.2%	2,807,904	3,055,859	247,957	8.1%

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
BUILDING AND FACILITIES								
AIRFIELD MAINTENANCE	10,692	8,284	(2,407)	(29.1%)	44,348	33,137	(11,211)	(33.8%)
COVID-19		590	590	100.0%		2,360	2,360	100.0%
SOIL & VEGETATION CONTROL	522	9,637	9,115	94.6%	26,793	38,548	11,754	30.5%
ENVIRONMENTAL TESTING	4,463	8,050	3,586	44.6%	16,838	32,198	15,360	47.7%
EQUIPMENT MAINTENANCE	32,507	34,465	1,958	5.7%	136,269	137,544	1,275	0.9%
FACILITIES MAINTENANCE	53,725	66,674	12,949	19.4%	232,867	266,695	33,828	12.7%
LANDSCAPING	351	4,668	4,317	92.5%	15,457	15,173	(284)	(1.9%)
NAVIGATION MAINTENANCE		4,642	4,642	100.0%	2,344	18,567	16,223	87.4%
OTHER EXPENSES				-				-
SECURITY	20,669	19,893	(775)	(3.9%)	70,552	79,574	9,021	11.3%
SNOW REMOVAL				-				-
EXPENSE TRANSFERS				-				-
	122,929	156,903	33,974	21.7%	545,468	623,796	78,327	12.6%
WAGE & BENEFIT TRANSFER IN				-				-
	122,929	156,903	33,974	21.7%	545,468	623,796	78,327	12.6%
GENERAL AND ADMINISTRATIVE								
BAD DEBT EXPENSE		42	42	100.0%		167	167	100.0%
BANK FEES	9,095	6,502	(2,593)	(39.9%)	50,266	37,346	(12,920)	(34.6%)
COMPUTER EXPENSES	2,450	5,788	3,338	57.7%	28,083	23,153	(4,930)	(21.3%)
DISCOUNTS AND LATE FEES	(236)	(171)	65	(38.0%)	(1,366)	(683)	682	(99.9%)
EQUIPMENT UNDER \$5,000	8,989	5,993	(2,996)	(50.0%)	18,886	23,971	5,085	21.2%
FEES AND LICENSES	2,502	7,018	4,516	64.4%	11,089	28,679	17,591	61.3%
INSURANCE	34,647	32,745	(1,902)	(5.8%)	142,161	130,623	(11,538)	(8.8%)
OFFICE EQUIPMENT	3,942	1,834	(2,108)	(115.0%)	8,696	7,335	(1,361)	(18.6%)
PROFESSIONAL DEVELOPMENT	1,697	4,788	3,091	64.6%	9,959	19,152	9,192	48.0%
SUPPLIES	6,980	8,829	1,849	20.9%	27,801	35,317	7,517	21.3%
TELEPHONES AND COMMUNICATIONS	23,128	13,272	(9,856)	(74.3%)	61,849	53,088	(8,761)	(16.5%)
TRAVEL AND MILEAGE	1,979	4,092	2,113	51.6%	5,170	16,367	11,197	68.4%
OTHER EXPENSES	5,273	5,659	386	6.8%	16,024	22,635	6,611	29.2%
	100,446	96,391	(4,057)	(4.2%)	378,618	397,150	18,532	4.7%
UTILITIES								
ELECTRICITY	39,666	55,779	16,113	28.9%	179,761	221,236	41,474	18.7%
ELECTRICITY TRANSFERS				-				-
HEATING OIL		273	273	100.0%	152	273	121	44.3%
NATURAL GAS	2,420	1,609	(811)	(50.4%)	6,423	4,431	(1,993)	(45.0%)
NATURAL GAS TRANSFERS				-				-
PROPANE	2,004	3,377	1,373	40.7%	12,317	10,305	(2,012)	(19.5%)
WASTE REMOVAL	2,077	9,271	7,193	77.6%	19,187	37,079	17,892	48.3%
WASTE REMOVAL TRANSFERS				-				-
WATER	16,436	33,285	16,849	50.6%	46,820	81,959	35,139	42.9%
WATER TRANSFERS				-				-
	62,603	103,594	40,990	39.6%	264,660	355,283	90,622	25.5%
PROFESSIONAL SERVICES								
AUDIT	6,747	21,500	14,753	68.6%	50,981	63,400	12,419	19.6%
INFORMATION TECHNOLOGY	11,777	9,722	(2,055)	(21.1%)	38,570	38,889	320	0.8%
LEGAL	7,632	10,767	3,135	29.1%	9,468	43,067	33,599	78.0%
LEGAL PERMIT IMPLEMENT		14,583	14,583	100.0%	3,161	58,333	55,172	94.6%
ADMINISTRATIVE SERVICES	4,123	5,917	1,794	30.3%	17,892	23,667	5,775	24.4%
	30,279	62,489	32,211	51.5%	120,072	227,356	107,285	47.2%
MARKETING AND PROMOTION								
ADVERTISING	2,403	4,489	2,086	46.5%	11,043	17,954	6,911	38.5%
OTHER MARKETING	10,343	25,588	15,246	59.6%	59,901	102,353	42,452	41.5%
FLIGHT INCENTIVES				-				-
	12,746	30,077	17,331	57.6%	70,944	120,307	49,364	41.0%
OTHER OPERATING EXPENSES								
COAST TROLLEY	10,000	10,000		-	40,000	40,000		-
FUEL	82,207	35,008	(47,199)	(134.8%)	522,438	375,599	(146,839)	(39.1%)
GOLF CART LEASE	20,717		(20,717)	-	82,867	51,000	(31,867)	(62.5%)
MERCHANDISE	17,609	20,056	2,447	12.2%	91,309	110,800	19,491	17.6%
	130,533	65,064	(65,468)	(100.6%)	736,614	577,399	(159,215)	(27.6%)
TOTAL OPERATING EXPENSES	1,162,903	1,264,236	101,334	8.0%	4,924,280	6,367,160	432,872	8.1%
OPERATING INCOME/(LOSS)	301,468	82,625	218,946	265.3%	2,339,690	1,263,764	1,075,929	85.1%
DEPRECIATION	576,817	573,732	(3,084)	(0.5%)	2,286,622	2,252,190	(34,432)	(1.5%)
AMORTIZATION				-				-
NON-OPERATING (INCOME)/EXPENSES								
INTEREST EXPENSE		833	833	100.0%		3,333	3,333	100.0%
INTEREST INCOME	(1,457)	(735)	722	(98.2%)	(5,234)	(2,941)	2,293	(77.9%)
NON-OPERATING GRANT FUNDING				-				-
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING				-				-
	(1,457)	98	1,555	1587.1%	(5,234)	392	5,626	1435.2%
NET OPERATING INCOME/(LOSS)	(273,892)	(491,305)	217,416	(44.3%)	68,302	(988,818)	1,047,122	(105.9%)

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Four Months Ending October 31, 2022

	<u>2023</u>	<u>2022</u>
	<u>Ending</u>	<u>Ending</u>
ASSETS		
Cash and Investments	\$11,634,673	\$5,906,879
Accounts Receivable - Net	7,672,465	6,467,810
Inventories	394,672	317,449
Prepays	135,066	70,762
	<u>19,836,875</u>	<u>12,762,899</u>
Restricted Assets		
Cash and Investments	339,998	521,310
Current Receivables	71,363	3,750
Loans Receivable - NHFL		
Due within 1 Year	115,376	110,874
Due in more than 1 Year	1,053,246	928,524
Total Restricted Assets	<u>1,579,983</u>	<u>1,564,459</u>
Noncurrent Assets		
Leases Receivable-Net of Current Portion	197,230,941	169,907,424
Land	7,520,786	7,520,786
Construction-in-Process	12,169,245	5,461,784
Other Capital Assets - Net	76,587,464	82,448,502
Total Noncurrent Assets	<u>293,508,437</u>	<u>265,338,496</u>
TOTAL ASSETS	<u>314,925,295</u>	<u>279,665,854</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension	1,424,984	2,008,286
OPEB	<u>2,279,876</u>	<u>2,193,378</u>
LIABILITIES		
Accounts Payable and Accrued Expenses	3,541,075	2,648,314
Retainage	66,280	2,627,818
Accounts Payable for Capital Assets		2,860,271
Offset to Accounts Payable for Capital		(2,860,271)
Unearned Revenues	277,244	287,241
Long-Term Liabilities		
Net Pension Liability	4,279,644	6,170,435
Net OPEB Liability	7,378,664	8,041,994
Due within 1 Year		90,924
Due in more than 1 Year	343,885	341,310
	<u>15,886,792</u>	<u>20,208,035</u>
Restricted Liabilities		
Current Liabilities		9,966
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
		<u>9,966</u>
TOTAL LIABILITIES	<u>15,886,792</u>	<u>20,218,001</u>
DEFERRED INFLOWS OF RESOURCES		
Pension	1,382,954	360,975
OPEB	1,651,884	2,546,921
Lease Revenue	<u>198,471,605</u>	<u>172,345,488</u>
NET POSITION		
Net Investment in Capital Assets	96,277,495	92,570,801
Restricted For:		
Revolving Loan Fishery Fund	1,254,521	1,245,326
Harbor Dredging and Pier Maintenance	25,635	44,106
Foreign Trade Zone	21,382	12,118
Unrestricted	3,657,887	(5,476,218)
TOTAL NET POSITION	<u>101,236,920</u>	<u>88,396,132</u>

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$56,658	\$54,182	\$2,476	4.6%	\$263,935	\$256,414	\$7,521	2.9%
CARGO AND HANGARS	\$2,594	\$2,550	\$44	1.7%	\$10,257	\$10,181	\$76	0.7%
CONCESSION REVENUE	\$45,063	\$1,802	\$43,261	2400.7%	\$53,796	\$7,510	\$46,286	616.3%
FEE REVENUE	\$83,142	\$37,265	\$45,877	123.1%	\$338,846	\$181,762	\$157,084	86.4%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	(\$35,738)	\$16,767	(\$52,505)	(313.1%)	\$149,344	\$67,068	\$82,276	122.7%
TOTAL OPERATING REVENUES	151,719	112,566	39,153	34.8%	816,178	522,935	293,243	56.1%
EXPENSES								
WAGES AND FRINGE BENEFITS	124,744	111,324	(13,420)	(12.1%)	440,005	440,876	871	0.2%
BUILDING AND FACILITIES	70,168	73,718	3,550	4.8%	286,489	296,188	9,699	3.3%
GENERAL AND ADMINISTRATIVE	41,915	31,873	(10,042)	(31.5%)	135,750	128,459	(7,291)	(5.7%)
UTILITIES	25,528	39,617	14,089	35.6%	113,575	155,838	42,263	27.1%
PROFESSIONAL SERVICES	8,256	4,917	(3,339)	(67.9%)	16,606	19,667	3,061	15.6%
MARKETING AND PROMOTION	7,398	8,542	1,144	13.4%	49,447	34,167	(15,280)	(44.7%)
OTHER OPERATING EXPENSES								
TOTAL OPERATING EXPENSES	278,009	269,991	(8,018)	(3.0%)	1,041,872	1,075,195	33,323	3.1%
OPERATING INCOME	(126,290)	(157,425)	31,135	19.8%	(225,694)	(552,260)	326,566	59.1%
NON-OPERATING (INCOME) EXPENSE	0	0	0	-	0	0	0	-
DEPRECIATION	382,013	363,354	(18,659)	(5.1%)	1,513,735	1,414,412	(99,323)	(7.0%)
NET OPERATING INCOME	(508,303)	(520,779)	(12,476)	2.4%	(1,739,429)	(1,966,672)	(227,243)	11.6%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS	12,024	12,381	(357)	(2.9%)	46,271	46,491	(220)	(0.5%)
CONCESSION REVENUE		250	(250)	(100.0%)	1,296	1,000	296	29.6%
FEE REVENUE	1,020	74	946	1285.1%	1,020	295	725	246.3%
FUEL SALES	6,758	5,049	1,709	33.9%	46,657	32,278	14,378	44.5%
INTEREST								
MERCHANDISE								
OTHER REVENUE		92	(92)	(100.0%)		367	(367)	(100.0%)
TOTAL OPERATING REVENUES	19,802	17,846	1,957	11.0%	95,244	80,431	14,814	18.4%
EXPENSES								
WAGES AND FRINGE BENEFITS	3,796	3,740	(57)	(1.5%)	16,973	15,401	(1,572)	(10.2%)
BUILDING AND FACILITIES	3,009	4,579	1,570	34.3%	22,199	16,733	(5,466)	(32.7%)
GENERAL AND ADMINISTRATIVE	3,825	4,388	562	12.8%	15,758	17,520	1,762	10.1%
UTILITIES	1,832	2,959	1,127	38.1%	6,827	8,802	1,975	22.4%
PROFESSIONAL SERVICES		1,485	1,485	100.0%	2,882	4,441	1,559	35.1%
MARKETING AND PROMOTION	225	292	67	22.9%	675	1,167	492	42.1%
OTHER OPERATING EXPENSES	5,881	4,100	(1,781)	(43.4%)	38,541	16,400	(22,141)	(135.0%)
TOTAL OPERATING EXPENSES	18,568	21,543	2,973	13.8%	103,855	80,464	(23,392)	(29.1%)
OPERATING INCOME	1,234	(3,697)	4,930	(133.4%)	(8,611)	(33)	(8,578)	26457.8%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	34,736	40,752	6,017	14.8%	137,822	161,695	23,872	14.8%
NET OPERATING INCOME	(33,502)	(44,449)	10,947	(24.6%)	(146,433)	(161,728)	15,295	(9.5%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$771,558	\$756,253	\$15,305	2.0%	\$3,256,126	\$3,231,721	\$24,405	0.8%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	1,182	8,333	(7,152)	(85.8%)	6,257	33,333	(27,076)	(81.2%)
TOTAL OPERATING REVENUES	772,740	764,586	8,153	1.1%	3,262,383	3,265,054	(2,670)	(0.1%)
EXPENSES								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	9,624	17,746	8,123	45.8%	50,754	70,985	20,232	28.5%
GENERAL AND ADMINISTRATIVE	7,611	6,919	(692)	(10.0%)	33,048	27,480	(5,568)	(20.3%)
UTILITIES	6,068	6,861	792	11.6%	25,211	25,793	582	2.3%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION		192	192	100.0%	361	767	406	53.0%
OTHER OPERATING EXPENSES	10,000	10,000	-	-	40,000	40,000	-	-
TOTAL OPERATING EXPENSES	33,303	41,718	8,415	20.2%	149,374	165,025	15,652	9.5%
OPERATING INCOME	739,437	722,868	16,568	2.3%	3,113,009	3,100,029	12,982	0.4%
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	62,452	75,210	12,758	17.0%	248,044	298,414	50,370	16.9%
NET OPERATING INCOME	676,985	647,658	29,326	4.5%	2,864,965	2,801,615	63,352	2.3%

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE	38,692	30,619	8,073	26.4%	200,932	168,649	32,283	19.1%
FEE REVENUE	237,361	246,197	(8,836)	(3.6%)	1,533,214	1,506,822	26,392	1.8%
FUEL SALES								
INTEREST								
MERCHANDISE	26,868	26,742	126	0.5%	140,351	147,734	(7,382)	(5.0%)
OTHER REVENUE	(112)	2,333	(2,445)	(104.8%)	4,658	9,333	(4,675)	(50.1%)
TOTAL OPERATING REVENUES	302,809	305,891	(3,083)	(1.0%)	1,879,155	1,832,538	46,618	2.5%
EXPENSES								
WAGES AND FRINGE BENEFITS	99,830	106,665	6,834	6.4%	474,736	489,959	15,223	3.1%
BUILDING AND FACILITIES	21,636	26,883	5,247	19.5%	119,870	104,031	(15,840)	(15.2%)
GENERAL AND ADMINISTRATIVE	16,098	18,231	2,132	11.7%	77,844	81,171	3,327	4.1%
UTILITIES	21,779	41,972	20,193	48.1%	86,413	116,844	30,431	26.0%
PROFESSIONAL SERVICES	2,741	4,018	1,277	31.8%	15,241	14,272	(969)	(6.8%)
MARKETING AND PROMOTION	3,131	3,034	(97)	(3.2%)	11,523	12,137	614	5.1%
OTHER OPERATING EXPENSES	38,326	20,056	(18,270)	(91.1%)	174,176	161,800	(12,376)	(7.6%)
TOTAL OPERATING EXPENSES	203,541	220,859	17,316	7.8%	959,803	980,214	20,409	2.1%
OPERATING INCOME	99,268	85,032	14,234	16.7%	919,352	852,324	67,027	7.9%
NON-OPERATING (INCOME) EXPENSE	(15)	(17)	(2)	10.2%	(61)	(67)	(6)	9.2%
DEPRECIATION	31,774	30,725	(1,049)	(3.4%)	126,073	123,579	(2,493)	(2.0%)
NET OPERATING INCOME	67,509	54,324	13,183	24.3%	793,340	728,812	64,528	8.9%

BUSINESS UNIT ANALYSIS	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	140,351	1,533,259	201,776	3,769	1,879,155
OPERATING EXPENSES* *Excluding Depreciation	114,200	766,318	61,974	17,311	959,803
OPERATING INCOME	26,151	766,941	139,802	(13,542)	919,352

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$41,964	\$40,962	\$1,002	2.4%	\$143,247	\$137,496	\$5,751	4.2%
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-	3,000	3,000		-
FEE REVENUE	46,216	48,889	(2,673)	(5.5%)	295,160	242,698	52,462	21.6%
FUEL SALES	110,665	36,363	74,302	204.3%	634,388	422,587	211,801	50.1%
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	2,645	6,997	(4,353)	(62.2%)	75,119	61,542	13,577	22.1%
TOTAL OPERATING REVENUES	201,490	133,211	68,278	51.3%	1,150,914	867,323	283,590	32.7%
EXPENSES								
WAGES AND FRINGE BENEFITS	130,172	133,509	3,338	2.5%	536,994	563,527	26,532	4.7%
BUILDING AND FACILITIES	10,281	18,896	8,615	45.6%	42,609	75,586	32,976	43.6%
GENERAL AND ADMINISTRATIVE	15,073	10,294	(4,779)	(46.4%)	54,918	43,170	(11,748)	(27.2%)
UTILITIES	7,273	12,059	4,786	39.7%	32,440	47,500	15,060	31.7%
PROFESSIONAL SERVICES	6,796	4,470	(2,326)	(52.0%)	14,802	20,579	5,777	28.1%
MARKETING AND PROMOTION		268	268	100.0%	1,071	1,071	0	0.0%
OTHER OPERATING EXPENSES	76,326	30,908	(45,418)	(146.9%)	483,897	359,199	(124,698)	(34.7%)
TOTAL OPERATING EXPENSES	245,921	210,404	(35,517)	(16.9%)	1,166,731	1,110,632	(56,101)	(5.1%)
OPERATING INCOME	(44,431)	(77,193)	32,762	(42.4%)	(15,817)	(243,309)	227,489	(93.5%)
NON-OPERATING (INCOME) EXPENSE	(203)	(183)	20	(10.8%)	(860)	(733)	127	(17.3%)
DEPRECIATION	51,640	51,461	(179)	(0.3%)	204,930	205,284	354	0.2%
NET OPERATING INCOME	(95,868)	(128,471)	32,603	(25.4%)	(219,887)	(447,860)	227,970	(50.9%)

BUSINESS UNIT ANALYSIS	RYE HARBOR	HAMPTON HARBOR	PORTS. FISH PIER	MARKET ST.	HARBOR MGMT	ADMIN	TOTAL
OPERATING REVENUES	222,076	322,099	257,598	150,791	198,350	0	1,150,914
OPERATING EXPENSES* *Excluding Depreciation	192,367	293,508	243,990	135,585	125,734	175,547	1,166,731
OPERATING INCOME	29,709	28,591	13,608	15,206	72,616	(175,547)	(15,817)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL	\$10,000		\$10,000	-	\$12,000	\$2,000	\$10,000	500.0%
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE				-				-
TOTAL OPERATING REVENUES	10,000		10,000	-	12,000	2,000	10,000	500.0%
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE		104	104	100.0%		417	417	100.0%
UTILITIES				-				-
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION		708	708	100.0%	1,539	2,833	1,295	45.7%
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES		812	813	100.0%	1,539	3,250	1,711	52.7%
OPERATING INCOME	10,000	(812)	10,813	(1330.8%)	10,461	(1,250)	11,711	(936.9%)
NON-OPERATING (INCOME) EXPENSE	0	0	0	(36.4%)	(2)	(1)	0	(34.1%)
DEPRECIATION				-				-
NET OPERATING INCOME	10,000	(812)	10,813	(1331.3%)	10,463	(1,249)	11,712	(937.9%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL				-				-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE	3,156	9,250	(6,095)	(65.9%)	34,407	37,000	(2,594)	(7.0%)
FUEL SALES				-				-
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	300	750	(450)	(60.0%)	2,500	3,000	(500)	(16.7%)
TOTAL OPERATING REVENUES	3,456	10,000	(6,545)	(65.4%)	36,907	40,000	(3,094)	(7.7%)
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES		5,917	5,917	100.0%		23,667	23,667	100.0%
GENERAL AND ADMINISTRATIVE		2,000	2,000	100.0%	(1)	8,000	8,001	100.0%
UTILITIES				-				-
PROFESSIONAL SERVICES				-				-
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES		7,917	7,917	100.0%	(1)	31,667	31,667	100.0%
OPERATING INCOME	3,456	2,083	1,372	65.9%	36,908	8,333	28,574	342.9%
NON-OPERATING (INCOME) EXPENSE	(27)	(35)	(8)	23.2%	(113)	(140)	(27)	19.2%
DEPRECIATION	5,919	5,833	(86)	(1.5%)	23,804	23,333	(470)	(2.0%)
NET OPERATING INCOME	(2,436)	(3,715)	1,278	(34.4%)	13,217	(14,860)	28,077	(188.9%)

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Four Months Ending October 31, 2022

	Actual Oct FY 2023	Budget Oct FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
OPERATING REVENUES								
FACILITY RENTAL				-				-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST	2,356	2,583	(227)	(8.8%)	11,190	10,333	857	8.3%
MERCHANDISE				-				-
OTHER REVENUE		75	(75)	(100.0%)		300	(300)	(100.0%)
TOTAL OPERATING REVENUES	2,356	2,658	(302)	(11.4%)	11,190	10,633	557	5.2%
EXPENSES								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE		46	46	100.0%		184	184	100.0%
UTILITIES				-				-
PROFESSIONAL SERVICES	1,073	1,000	(73)	(7.3%)	5,525	4,000	(1,525)	(38.1%)
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
TOTAL OPERATING EXPENSES	1,073	1,046	(27)	(2.5%)	5,525	4,184	(1,341)	(32.1%)
OPERATING INCOME	1,283	1,612	(329)	(20.4%)	5,665	6,449	(785)	(12.2%)
NON-OPERATING (INCOME) EXPENSE				-				-
DEPRECIATION	(7)		7	-	(29)		29	-
NET OPERATING INCOME	1,290	1,612	(322)	(20.0%)	5,694	6,449	(755)	(11.7%)

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 10-31-2022	BALANCE AT 06-30-2022
CASH BALANCES		
GENERAL FUNDS	85	75
SEQUESTERED FUNDS	-	-
	<u>85</u>	<u>75</u>
LOANS OUTSTANDING (22)		
CURRENT	115	113
LONG TERM	1,053	1,059
	<u>1,168</u>	<u>1,172</u>
TOTAL CAPITAL BASE	<u>1,253</u>	<u>1,247</u>
CAPTIAL UTILIZATION RATE -% *	93.2%	94.0%

*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF OCTOBER 31, 2022**

(\$000's)

<u>BUSINESS UNIT</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
PORTSMOUTH AIRPORT	28,119	26,200	25,234	(1,301)	22,177	1,649	1,252
SKYHAVEN AIRPORT	141	141	145	(26)	78	40	40
DIVISION OF PORTS AND HARBORS	13,253	0	10,830	(65)	10,522	215	215
	<u>41,513</u>	<u>26,341</u>	<u>36,209</u>	<u>(1,392)</u>	<u>32,777</u>	<u>1,904</u>	<u>1,507</u>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF OCTOBER 31, 2022**

(\$000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-22</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>BALANCE AT 10-31-22</u>
PORTSMOUTH AIRPORT					
TERMINAL EXPANSION (NON-GRANT)	581	(4)	-	(4)	577
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	(26)	33	-	33	7
TERMINAL BUILDING EXPANSION (AIP 66)	3	-	-	-	3
TERMINAL BUILDING EXPANSION (AIP 62)	25	-	-	-	25
ALPHA SOUTH HOLD BAY (AIP 67)	6	1	-	1	7
SNOW REMOVAL EQUIPMENT (AIP 69)	21	-	-	-	21
LOWERY LANE (AIP 70)	312	-	(312)	(312)	-
PSM ACCESS CONTROL BOARD	39	5	(44)	(39)	-
GATE ACCESS CONTROL	44	0	(44)	(44)	-
CORPORATE DRIVE DRAINAGE	84	384	-	384	468
TAXIWAY A REPAIRS	7	139	-	139	146
SNOW REMOVAL EQUIPMENT (AIP 74)	10	-	-	-	10
IT EQUIPMENT (CUSTOMS & BORDER PATROL)	-	19	(19)	-	-
ARRIVALS HALL EXPANSION	-	1	-	1	1
PSM MOBILE RADIO PURCHASE	26	0	(26)	(26)	-
	<u>1,132</u>	<u>578</u>	<u>(445)</u>	<u>133</u>	<u>1,265</u>
SKYHAVEN AIRPORT					
TERMINAL APRON DESIGN (SBG 15-09)	145	0	(145)	-145	0
TERMINAL UPGRADES	17	11	-	11	28
	<u>162</u>	<u>11</u>	<u>(145)</u>	<u>-134</u>	<u>28</u>
GOLF COURSE					
GOLF COURSE PIPE REPAIRS	-	53	(53)	-	-
	<u>0</u>	<u>53</u>	<u>(53)</u>	<u>0</u>	<u>0</u>
IT/ADMINISTRATION					
2022 TOYOTA PRIUS (ADMIN VEHICLE)	-	25	(25)	-	-
	<u>0</u>	<u>25</u>	<u>(25)</u>	<u>0</u>	<u>0</u>
MAINTENANCE					
CRACK SEALING MACHINE	-	91	(91)	0	0
	<u>0</u>	<u>91</u>	<u>(91)</u>	<u>0</u>	<u>0</u>
DIVISION OF PORTS AND HARBORS (DPH)					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,801	240	-	240	2,041
PFP BULKHEAD REPAIR AND CONSTRUCTION	3,073	19	-	19	3,092
MAIN PIER (BUILD GRANT)	3,754	1,335	-	1,335	5,089
MARKET ST SITE LIGHTING IMPROVEMENTS	157	105	-	105	262
HAMPTON DOCK REPLACEMENT (ARPA)	342	5	-	5	347
PFP BRACING & DECKING (ARPA)	-	1	-	1	1
RYE WATER LINE INSTALL	7	-	-	-	7
RYE FUEL LINE INSTALL	37	-	-	-	37
	<u>9,171</u>	<u>1,705</u>	<u>0</u>	<u>1,705</u>	<u>10,876</u>
TOTAL	<u>10,465</u>	<u>2,463</u>	<u>(759)</u>	<u>1,704</u>	<u>12,169</u>

PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING AUGUST 31, 2023



BOARD OF DIRECTORS MEETING
DECEMBER 15, 2022



**PEASE DEVELOPMENT AUTHORITY
CASH FLOW SUMMARY OVERVIEW
DECEMBER 1, 2022 TO AUGUST 31, 2023**

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

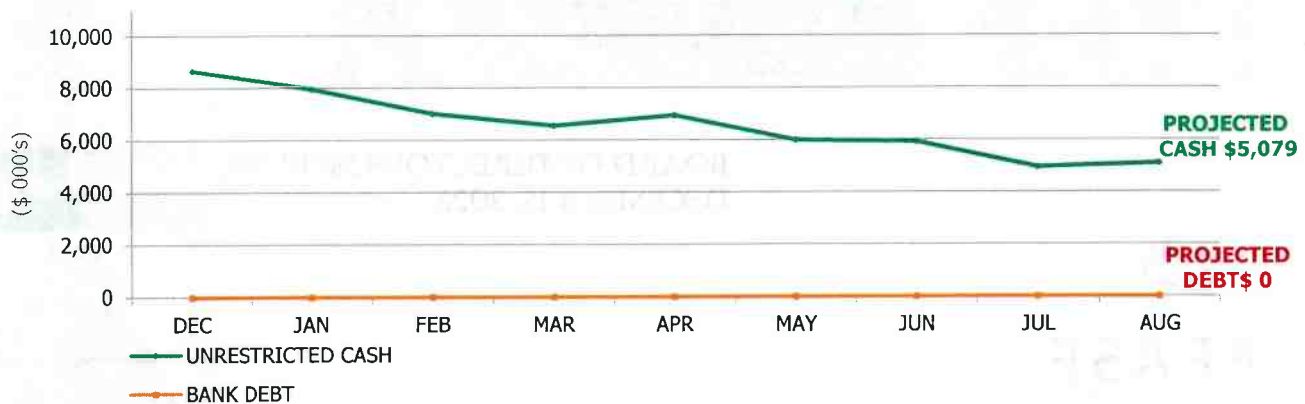
(\$000's)	AMOUNT
OPENING FUND BALANCE	8,740
SOURCES OF FUNDS	
GRANT AWARDS (SEE PAGE 4)	2,440
TRADEPORT TENANTS	8,056
MUNICIPAL SERVICE FEE (COP)	2,079
GOLF COURSE FEE AND CONCESSION REVENUES	2,342
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,461
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	169
	<u>16,547</u>
USES OF FUNDS	
OPERATING EXPENSES	9,372
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGE 5)	7,316
CAPITAL EXPENDITURES- GRANT (SEE PAGE 4)	720
MUNICIPAL SERVICE FEE (COP)- NET	2,800
	<u>20,208</u>
NET CASH FLOW	<u>(3,661)</u>
CLOSING FUND BALANCE	<u>5,079</u>

TOTAL FUND BALANCES	BALANCE AT 11-30-2022	BALANCE AT 6-30-2022
UNRESTRICTED	8,740	6,967
DESIGNATED	14	14
TOTAL	8,754	6,981

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



THE PDA CURRENTLY HAS A \$15 MILLION DOLLAR REVOLVING LINE OF CREDIT (RLOC) WITH PROVIDENT BANK WITH A TERMINATION DATE OF DECEMBER 31, 2022. THE TERMS ARE 1 MONTH FHLB (CLASSIC) PLUS 250 BASIS POINTS.

REVOLVING LINE OF CREDIT	FY23 YTD	FY22
AVERAGE INTEREST RATE	4.07%	2.86%

PEASE DEVELOPMENT AUTHORITY
STATEMENT OF CASH FLOW (EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$000's)

CASH FLOW - PDA	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	8,740	8,622	7,956	7,003	6,544	6,931	5,975	5,918	4,938	8,740
SOURCES OF FUNDS										
GRANT AWARDS (SEE PAGE #4)	-	1,112	698	20	590	20	-	-	-	2,440
TRADEPORT TENANTS	841	935	892	852	880	869	878	1,030	879	8,056
MUNICIPAL SERVICE FEE	135	423	135	135	423	135	135	423	135	2,079
GOLF COURSE	46	33	34	88	247	423	493	491	487	2,342
PORTSMOUTH AIRPORT- (PSM)	22	42	22	145	43	62	95	60	57	548
PSM PAY FOR PARKING	31	36	51	82	102	53	55	29	22	461
PSM FLOWAGE FEES	59	39	36	58	71	68	66	10	45	452
SKYHAVEN AIRPORT	16	16	16	17	20	19	19	23	23	169
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,150</u>	<u>2,636</u>	<u>1,884</u>	<u>1,397</u>	<u>2,376</u>	<u>1,649</u>	<u>1,741</u>	<u>2,066</u>	<u>1,648</u>	<u>16,547</u>
USE OF FUNDS										
CAPITAL- GRANT RELATED (SEE PAGE #4)	20	60	620	20	-	-	-	-	-	720
CAPITAL- NONGRANT (SEE PAGE 9)	217	853	1,193	775	944	1,559	694	581	500	7,316
OPERATING EXPENSES	1,031	989	1,024	1,061	1,045	1,046	1,104	1,065	1,007	9,372
MUNICIPAL SERVICE FEE	-	1,400	-	-	-	-	-	1,400	-	2,800
	<u>1,268</u>	<u>3,302</u>	<u>2,837</u>	<u>1,856</u>	<u>1,989</u>	<u>2,605</u>	<u>1,798</u>	<u>3,046</u>	<u>1,507</u>	<u>20,208</u>
NET CASH FLOW	(118)	(666)	(953)	(459)	387	(956)	(57)	(980)	141	(3,661)
CLOSING FUND BALANCE	8,622	7,956	7,003	6,544	6,931	5,975	5,918	4,938	5,079	5,079

PEASE DEVELOPMENT AUTHORITY
GRANT REIMBURSEMENT CAPITAL PROJECTS (EXCLUDING THE DIVISION OF PORTS AND HARBORS) (\$ 000's)

GRANT FUNDED PROJECTS	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M)	-	20	-	-	-	-	-	-	-	20
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M)	-	20	-	-	-	-	-	-	-	20
PEASE BOULEVARD-ARBORETUM AVE	20	20	20	20	-	-	-	-	-	80
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	600	-	-	-	-	-	-	600
SNOW REMOVAL EQUIPMENT (AIP 74)	-	-	-	-	-	-	-	-	-	-
	20	60	620	20	-	-	-	-	-	720
SKYHAVEN AIRPORT										
	-	-	-	-	-	-	-	-	-	-
TOTAL GRANT REIMBURSEMENT PROJECTS	20	60	620	20	-	-	-	-	-	720

PEASE DEVELOPMENT AUTHORITY
GRANT RECEIPT AWARDS (EXCLUDING THE DIVISION OF PORTS AND HARBORS) (\$ 000's)

GRANT AWARDS	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
PORTSMOUTH AIRPORT										
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	-	20	20	20	20	20	-	-	-	100
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	570	-	-	-	-	570
LOWERY LANE PAVING (AIP 70)	-	30	-	-	-	-	-	-	-	30
	-	1,072	698	20	590	20	-	-	-	2,400
SKYHAVEN AIRPORT										
TERMINAL APRON DESIGN (SBG-9)	-	40	-	-	-	-	-	-	-	40
	-	40	-	-	-	-	-	-	-	40
TOTAL GRANT RECEIPT AWARDS	-	1,112	698	20	590	20	-	-	-	2,440

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

(\$ 000's)

NON-GRANT CAPITAL PROJECTS	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
TECHNOLOGY/ADMINISTRATION										
MICROSOFT SOFTWARE UPGRADES **	-	-	40	-	-	-	-	-	-	40
PAYCHEX PAYROLL KIOSKS **	5	-	-	-	-	-	-	-	-	5
TECHNOLOGY ENHANCEMENTS **	10	-	10	-	10	-	-	-	-	30
WEBSITE UPGRADES**	-	30	-	-	-	-	-	-	-	30
	15	30	50		10					105
GOLF COURSE										
COURSE EQUIPMENT	-	-	15	-	-	89	-	-	-	104
WATER LINE REPLACEMENT CLUBHOUSE	-	-	-	-	-	-	-	-	-	-
VIDEO SURVEILLANCE SYSTEM**	-	-	-	15	20	-	-	-	-	35
COURSE IMPROVEMENTS**	-	-	-	-	-	-	-	-	-	-
			15	15	20	89				139
PORTSMOUTH AIRPORT										
TERMINAL EXPANSION	-	125	68	-	-	-	-	-	-	193
AIRFIELD SIGNAGE **	-	-	-	-	-	-	-	-	-	-
MOBILE RADIO UPGRADE **	20	-	-	-	-	-	-	-	-	20
FENCE CONSTRUCTION **	-	-	-	-	35	-	-	-	-	35
GENERATOR UPGRADE **	-	-	-	-	-	10	-	-	-	10
TAXIWAY A REPAIRS	-	-	-	-	-	-	-	-	-	-
TERMINAL ARRIVALS AREA-DESIGN	-	500	500	200	-	-	-	-	-	1,200
TERMINAL ARRIVALS AREA-CONSTRUCT**	-	-	500	500	500	500	500	500	500	3,500
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	750	-	-	-	750
	20	625	1,068	700	535	1,260	500	500	500	5,708
SKYHAVEN AIRPORT										
SRE DOOR REPLACEMENT**	-	20	-	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	5	-	-	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG	-	-	-	-	13	-	-	-	-	13
TOW BEHIND MOWER ATTACHMENT	-	-	-	-	11	-	-	-	-	11
REROOF TERMINAL BUILDING **	-	-	-	-	-	-	-	-	-	-
		20	5		24					49
SECURITY - PORTSMOUTH AIRPORT										
CCTV SECURITY GATES	-	50	-	-	-	-	-	-	-	50
DOOR ACCESS CONTROL	-	-	-	-	-	-	-	-	-	-
REPLACE BADGING WORKSTATIONS	-	-	-	-	90	-	-	-	-	90
DURESS ALARM SYSTEMS	12	-	-	-	-	-	-	-	-	12
TRAINING VIDEO PRODUCTION	-	-	-	-	115	-	-	-	-	115
BADGE READER & MEDIA REPLACEMENT	16	73	-	-	-	-	-	-	-	89
SECURITY SYSTEM UPGRADE **	-	-	-	-	-	170	100	-	-	270
	28	123			205	170	100			626
SECURITY - SKYHAVEN AIRPORT										
DOOR ACCESS CONTROL **	25	-	-	-	-	-	-	-	-	25
	25									25
TRADEPORT										
STORMWATER UPGRADES	-	25	-	25	-	-	-	-	-	50
GRAFTON RD AND GOLF COURSE INTERIM**	-	-	10	10	20	20	20	-	-	80
GRAFTON RD AND AVIATION AVE**	-	-	10	10	20	20	20	-	-	80
CORPORATE DRIVE- DRAINAGE	-	-	35	-	-	-	-	-	-	35
		25	55	45	40	40	40			245
MAINTENANCE										
VEHICLE FLEET REPLACEMENT	-	-	-	-	60	-	54	81	-	195
PAINT MACHINE **	-	-	-	15	-	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	-	50	-	-	-	-	50
HIGH LIFT **	-	30	-	-	-	-	-	-	-	30
JD DIESEL TRACTORW/TOW BEHIND MOWER	129	-	-	-	-	-	-	-	-	129
SWPPP WASH RACK	-	-	-	-	-	-	-	-	-	-
	129	30		15	110		54	81		419
TOTAL NON-GRANT CAPITAL PROJECTS	217	853	1,193	775	944	1,559	694	581	500	7,316

DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)
CASH FLOW SUMMARY OVERVIEW
DECEMBER 1, 2022 TO AUGUST 31, 2023

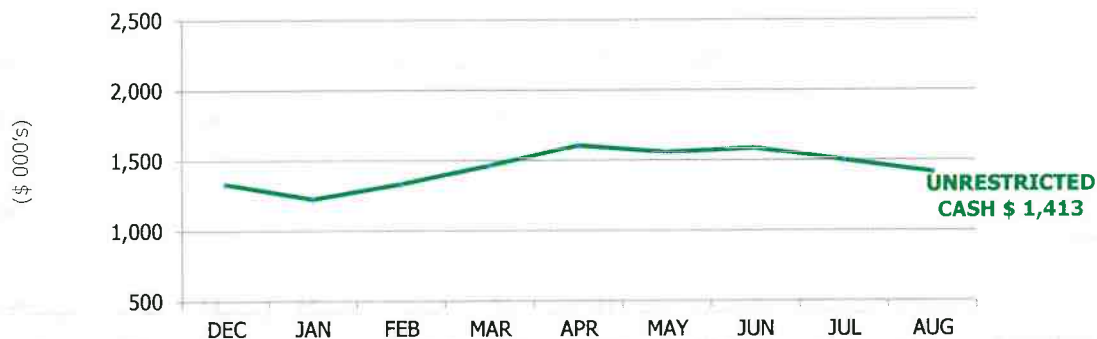
(\$ 000's)

(\$000'S)	AMOUNT
OPENING FUND BALANCE	<u>1,380</u>
<u>SOURCES OF FUNDS</u>	
FACILITY RENTALS AND CONCESSIONS	438
FUEL SALES	573
REGISTRATIONS / WHARFAGE	708
MOORING FEES	465
PARKING FEES	74
	<u>2,258</u>
<u>USES OF FUNDS</u>	
PERSONNEL SERVICES AND BENEFITS	1,194
FUEL PROCUREMENT	473
OPERATING EXPENSES	458
CAPITAL EXPENDITURES AND OTHER	100
	<u>2,225</u>
NET CASH FLOW	<u>33</u>
CLOSING FUND BALANCE	<u>1,413</u>

TOTAL FUND BALANCES	BALANCE AT 11/30/22	BALANCE AT 06/30/22
UNRESTRICTED FUNDS	1,380	1,520
DESIGNATED FUNDS	<u>160</u>	<u>160</u>
	<u>1,540</u>	<u>1,680</u>

- 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



DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)

STATEMENT OF CASH FLOW

(\$000's)

CASH FLOW - DPH	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
OPENING FUND BALANCE	<u>1,380</u>	<u>1,331</u>	<u>1,244</u>	<u>1,330</u>	<u>1,461</u>	<u>1,601</u>	<u>1,554</u>	<u>1,581</u>	<u>1,496</u>	<u>1,380</u>
SOURCES OF FUNDS										
FACILITY RENTALS AND CONCESSIONS	41	37	39	64	62	42	42	67	44	438
FUEL SALES	22	18	14	17	26	81	112	141	142	573
MOORING FEES	-	-	125	175	165	-	-	-	-	465
PARKING FEES	-	-	-	-	5	6	23	19	21	74
REGISTRATIONS / WHARFAGE	72	88	92	81	81	125	157	-	12	708
	<u>135</u>	<u>143</u>	<u>270</u>	<u>337</u>	<u>339</u>	<u>254</u>	<u>334</u>	<u>227</u>	<u>219</u>	<u>2,258</u>
USE OF FUNDS										
PERSONNEL SERVICES AND BENEFITS	124	122	119	134	124	143	141	150	137	1,194
FUEL PROCUREMENT	18	14	11	14	21	65	90	120	121	473
UTILITIES	12	14	12	15	15	13	13	11	12	117
GENERAL AND ADMINISTRATIVE	10	10	10	10	10	10	12	11	12	95
BUILDINGS AND FACILITIES	19	19	31	32	28	19	49	19	19	235
PROFESSIONAL SERVICES	1	1	1	1	1	2	2	1	1	11
CAPITAL EXPENDITURES AND OTHER	-	50	-	-	-	50	-	-	-	100
	<u>184</u>	<u>230</u>	<u>184</u>	<u>206</u>	<u>199</u>	<u>302</u>	<u>307</u>	<u>312</u>	<u>302</u>	<u>2,225</u>
NET CASH FLOW	(49)	(87)	86	131	140	(48)	27	(85)	(83)	33
CLOSING FUND BALANCE	<u>1,331</u>	<u>1,244</u>	<u>1,330</u>	<u>1,461</u>	<u>1,601</u>	<u>1,554</u>	<u>1,581</u>	<u>1,496</u>	<u>1,413</u>	<u>1,413</u>

DIVISION OF PORTS AND HARBORS (RESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW

DECEMBER 1, 2022 TO AUGUST 31, 2023

(\$ 000's)

HARBOR DREDGING FUND	
(\$ 000's)	AMOUNT
OPENING FUND BALANCE	246
SOURCES OF FUNDS	
PIER USAGE FEES	81
REGISTRATIONS	9
GRANT FUNDING	-
	<u>90</u>
USES OF FUNDS	
BUILDINGS AND FACILITIES	104
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	-
ALL OTHER- (CBOC)	100
	<u>210</u>
NET CASH FLOW	<u>(120)</u>
CLOSING FUND BALANCE	126

REVOLVING LOAN FUND	
(\$ 000's)	AMOUNT
OPENING FUND BALANCE	96
SOURCES OF FUNDS	
LOAN REPAYMENTS	99
INTEREST INCOME-LOANS	27
INTEREST INCOME-FUND BALANCE	-
	<u>126</u>
USES OF FUNDS	
NEW LOANS PROJECTED	130
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	11
	<u>147</u>
NET CASH FLOW	<u>(21)</u>
CLOSING FUND BALANCE	75

FOREIGN TRADE ZONE	
(\$ 000's)	AMOUNT
OPENING FUND BALANCE	11
SOURCES OF FUNDS	
FACILITY RENTALS	10
ALL OTHER	-
	<u>10</u>
USES OF FUNDS	
GENERAL AND ADMINISTRATIVE	3
PROFESSIONAL SERVICES	-
OTHER	5
	<u>8</u>
NET CASH FLOW	<u>2</u>
CLOSING FUND BALANCE	13

TOTAL FUND BALANCES	BALANCE AT 11/30/22	BALANCE AT 06/30/22
HARBOR DREDGING	246	279
REVOLVING LOAN FUND	96	75
FOREIGN TRADE ZONE	11	11
	<u>353</u>	<u>365</u>

MOTION

Director Ferrini:

The Pease Development Authority (PDA) Board of Directors hereby approves of and authorizes the Executive Director to renew the PDA's Revolving Line of Credit with BankProv for a three (3) year term; all in accordance with the Memorandum of Suzy Anzalone, Director of Finance, dated December 6, 2022, attached hereto.

N:\RESOLVES\Resolves\2022\Revolving Line of Credit Ext 12-15-22.docx

MEMORANDUM

Date: December 6, 2022
To: Paul Brean, Executive Director *PEB*
From: Suzy Anzalone, Director of Finance *Suzy Anzalone*
RE: Revolving Line of Credit Facility- BankProv (Provident Bank)

The Pease Development Authority's (PDA) \$15 million Revolving Line of Credit (RLOC) with BankProv (fka Provident Bank) is scheduled to expire on December 31, 2022. Because the PDA has an established banking relationship with BankProv, I am proposing that the PDA renew the RLOC with this same lender.

BankProv has agreed to renew the PDA's RLOC for a term of 3 years with the same interest rate benchmark as the current agreement. However, based on recent discussions and a review of the PDA's current Capital Improvement Plan, I am proposing that the PDA reduce its existing loan amount from \$15 million to \$7 million.

Key characteristics of the attached Change in Terms Agreement include:

- An interest rate benchmark of 250 basis points above the One Month Federal Home Loan Bank; Classic Advance Rate (currently 4.34%) adjusted monthly;
- A decrease in the loan amount of \$8 million;
- Unsecured RLOC with no collateral required;
- No non-usage fees.

The RLOC facility should be more than sufficient to meet PDA's working capital needs through 2025. However, if we decide to re-prioritize any of the PDA's non-grant related capital projects and need additional working capital, we have the ability to adjust the terms of the agreement with BankProv at any time.

Please present this request to the PDA Board of Directors at its December 15, 2022 meeting.

At your convenience, I would be pleased to address any questions or need for supplemental information that you might have.

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$15,000,000.00	03-10-2011	12-31-2022	40019241				SSS

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "****" has been omitted due to text length limitations.

Borrower: Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Lender: BankProv
5 Market Street
Amesbury, MA 01913

Principal Amount: \$15,000,000.00

Date of Agreement: December 7, 2022

DESCRIPTION OF EXISTING INDEBTEDNESS. Promissory Note dated March 10, 2011, in the amount of \$1,500,000.00, and all amendments under loan number 40019241 between Pease Development Authority (the Borrower) and BankProv (the Lender).

DESCRIPTION OF COLLATERAL. Unsecured.

DESCRIPTION OF CHANGE IN TERMS. The Borrower requests and the Bank agrees to extend the maturity date from December 31, 2022 to December 31, 2025;

The Bank hereby agrees to decrease the loan amount by \$8,000,000.00 from \$15,000,000.00 to \$7,000,000.00.

Delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image, or other electronic means, shall be effective as delivery of an originally executed counterpart. The parties hereto agree that "execution," "signed," "signature," and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act or the Uniform Commercial Code, and the parties hereto hereby waive any objection to the contrary.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers of the original obligation(s) unless a party is expressly released by Lender in writing. Any maker will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification, or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

PEASE DEVELOPMENT AUTHORITY

By: _____
Paul Brean, Executive Director of Pease
Development Authority

Signed, acknowledged and delivered in the presence of:

X _____
Witness

X _____
Witness

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *lab*
RE: Licenses / ROEs / Easements / Rights of Way
DATE: December 1, 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: Portsmouth Christian Academy
License: Right of Entry
Location: Circular Transportation Area off 200 Grafton Drive
Purpose: For the purposes of facilitating a twice daily bus pick-up and drop off location for its students Monday through Friday
Term: October 31, 2022 through March 31, 2022

2. Name: Eric C. Mitchell & Associates
License: Right of Entry
Location: Pease International Tradeport
Purpose: For survey purposes
Term: November 21, 2022 through December 30, 2023

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



55 International Drive, Portsmouth NH 03801

October 24, 2022

Mike Runey, Head of School
Portsmouth Christian Academy
20 Seaborn Drive
Dover, NH 03820

Re: Right of Entry – Circular Transportation Area off 200 Grafton Drive

Dear Mr. Runey:

This letter, when fully executed, will authorize the Portsmouth Christian Academy ("PCA"), with an address of 20 Seaborn Drive, Dover, New Hampshire, to enter upon and utilize the designated paved area off 200 Grafton Drive, Portsmouth, New Hampshire, as shown on the attached Exhibit A (the "Premises") for the period commencing October 31, 2022 through March 31, 2023 (the "Term") for the purposes of facilitating a twice daily bus pick-up and drop off location for its students Monday through Friday. Specifically, PCA may utilize the Premises as a location for its 14 passenger shuttle bus to pick up students at approximately 7:00 a.m. for transportation to PCA and to drop students off at the same location at approximately 3:45 p.m. for pick up by PCA families utilizing this location (each pick up and drop off lasting approximately 10 minutes). The privileges granted under this Right of Entry will expire on March 31, 2023, unless extended by agreement of the parties or earlier terminated pursuant to this agreement.

This authorization is conditioned upon the following:

1. PCA's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. PCA expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury, or death caused by or occurring as a consequence of PCA's and/or its employees, agents, students, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.

2. PCA understands and acknowledges that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) permits the PDA to

○○○○ TAKING YOU THERE

Phone: 603 433 6088 Fax: 603 427 0433 www.peasedev.org

Re: Right of Entry – Circular Transportation Area off 200 Grafton Drive

relocate the area provided to another PDA property at the Pease International Tradeport at any time subject to a 3-day advanced notice requirement. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance, and shall not cause disruption to other PDA and Pease International Tradeport and Airport activities.

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

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

4. PCA agrees to use its best efforts to ensure that vehicles are not left on the Premises on a daily basis in excess of the intended purpose of this Right of Entry and to assume full responsibility for the immediate removal of vehicle(s) left on the Premises, time being of the essence.

5. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for the pick-up and drop off students as a priority for PDA operations.

6. PDA makes no representation concerning the suitability of the Premises for the use intended by PCA. PCA accepts the Premises as-is.

7. 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 PCA's patrons, officers, agents, servants, students, or employees, or others who may be on the Premises at its invitation.

8. PCA agrees that no students shall be left unattended on the Premises at any time.

9. Prior to termination of the Right of Entry, PCA agrees to restore the Premises to the same or better conditions than the Premises were in before its use pursuant to this Right of Entry.

Page Three

October 24, 2022

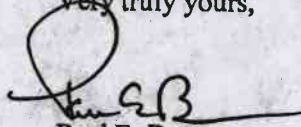
Re: Right of Entry – Circular Transportation Area off 200 Grafton Drive

10. PCA agrees that this Right of Entry does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

11. PCA's agreement that it may not pave any portion of the Premises which it has been granted the use of pursuant to this ROE.

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

Very truly yours,



Paul E. Brean
Executive Director

Agreed and accepted this 27th day of October, 2022

Portsmouth Christian Academy

By: 

Print Name/Title Michael D. Runey, Head of School
Duly Authorized

October 24, 2022

Re: Right of Entry – Circular Transportation Area off 200 Grafton Drive

EXHIBIT A

PREMISES

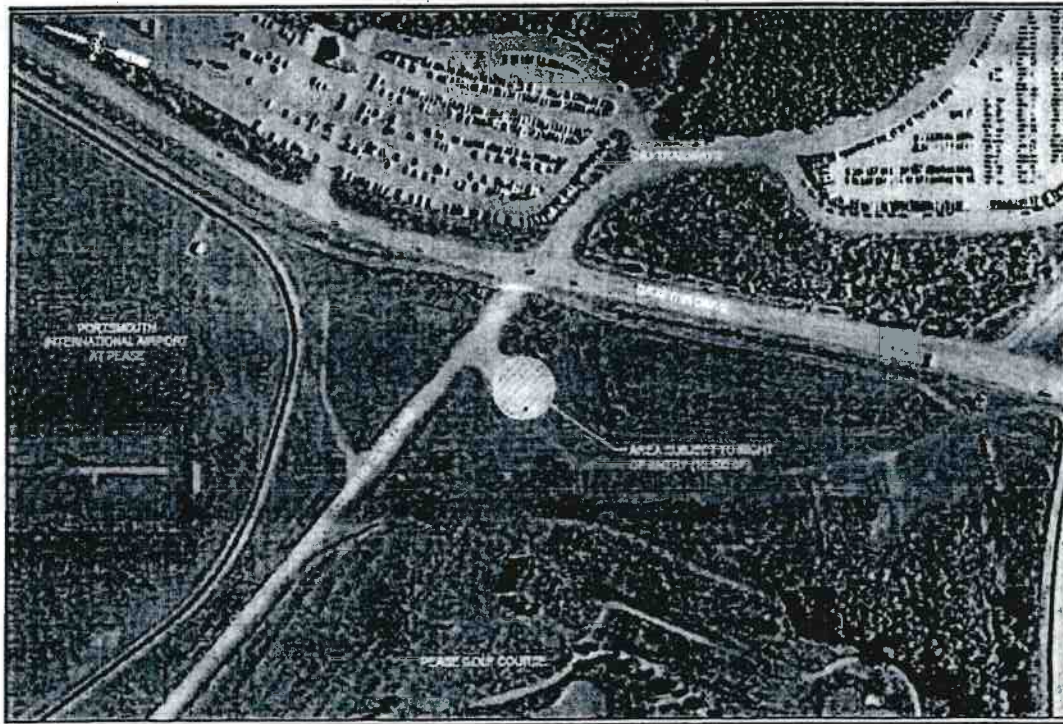


Exhibit Depicting Right of Entry for Portsmouth Christian Academy

DESIGNED BY: SIRM DATE: 10/22/22 SCALE: 1"=200'



PEASE DEVELOPMENT AUTHORITY

85 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



November 16, 2022

Eric Mitchell, President
Eric C. Mitchell & Associates, Inc.
38 South River Road
P.O. Box 10298
Bedford, NH 03110

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

Dear Mr. Mitchell:

This letter, when fully executed, will authorize Eric C. Mitchell & Associates, Inc. ("ECM") and/or its agents and contractors to enter the premises at the Pease International Tradeport, as shown on the attached Exhibit A (the "Premises") for the period beginning November 21, 2022 through December 30, 2022, for survey purposes. This Right of Entry will expire at the close of business on December 30, 2022, unless otherwise extended by written agreement of ECM and the Pease Development Authority ("PDA").

This Right of Entry is conditioned upon the following:

1. ECM providing PDA, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any survey plan, report, letter, or summary with respect to conditions found at the Premises.
2. ECM'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. ECM expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of ECM's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. ECM further agrees to indemnify, save, hold harmless, and defend the PDA, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities,

TA K I N G Y O U T H E R E

Page Two

November 16, 2022

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

judgments, costs and attorney's fees arising out of ECM's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. ECM and any agent or contractor of ECM 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 as its interests may appear. ECM and any agent or contractor of ECM shall provide PDA with satisfactory evidence of automobile liability insurance coverage in the amount of One Million Dollars (\$1,000,000) and workers' compensation coverage to statutory limits.

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

4. ECM obtaining the prior written consent of the Engineering Department of the PDA before conducting any drilling, testpitting, borings, or other soil/ground disturbing activities on the Premises, and thereafter complying with all terms and conditions of said consent.

5. ECM'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. ECM's agreement herein that no geo-technical exploration shall be done on the Site without property clearance from PDA Engineering Department.

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

8. This Right of Entry may be terminated by the PDA at its discretion upon notice to ECM sent to the address noted on page one of this Right of Entry.

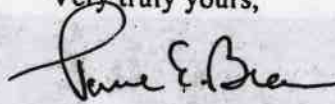
Page Three

November 16, 2022

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

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

Very truly yours,

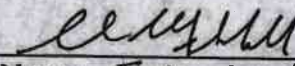


Paul E. Brean
Executive Director

Agreed and accepted this 22 day of November 2022.

Eric C. Mitchell & Associates, Inc.

By:


Print Name: Eric C. Mitchell
Its Duly Authorized: President

Page Four

November 16, 2022

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

EXHIBIT "A"

PREMISES

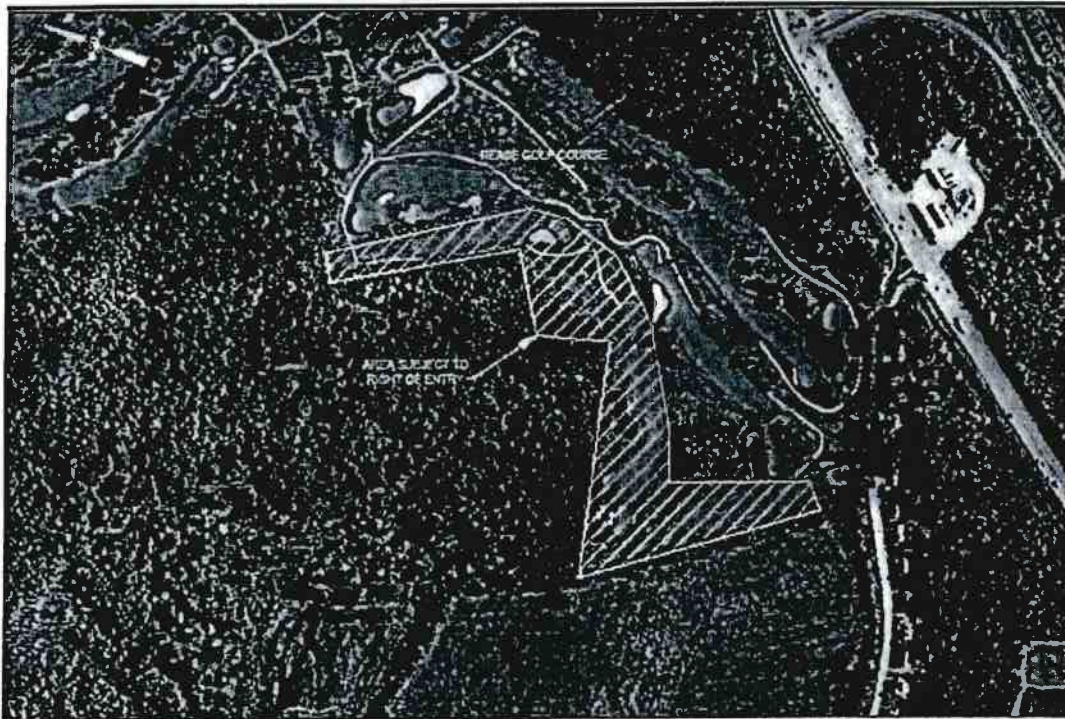


Exhibit Depicting Right of Entry for ECM

DESIGNED BY: NRM DATE: 11/16/22 SCALE: 1"=400'

 **PEASE DEVELOPMENT AUTHORITY**

39 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



ERICMI-01

AJACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED
11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103		CONTACT Phone: (603) 622-2855 FAX: (603) 622-2854 Email: info@clarkinsurance.com	
INSURED Eric C Mitchell & Associates Inc PO Box 16226 Bedford, NH 03110		INSURER(S) AFFORDING COVERAGE Insurer A: Merchants Mut Ins Co NAIC #: 23329 Insurer B: Insurer C: Insurer D: Insurer E: Insurer F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	INSURED	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:			80P1053480	8/2/2022	4/13/2023	EACH OCCURRENCE: 1,000,000 DAMAGE TO RENTED PREMISES (EA Occurrence): Included MED EXP (Any one person): 15,000 PERSONAL & ADV INJURY: Included GENERAL AGGREGATE: 2,000,000 PRODUCTS - COMP/OP Agg: 2,000,000 HIRSD/IN on owned: 1,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1855952	8/2/2022	4/13/2023	COMBINED SINGLE LIMIT (EA accident): 1,000,000 BODILY INJURY (Per person): BODILY INJURY (Per accident): PROPERTY DAMAGE (Per accident):
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$: 10,000			CUP9144854	8/2/2022	4/13/2023	EACH OCCURRENCE: 2,000,000 AGGREGATE: 2,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPERTY OR PART INHERENT EXCLUSIVE OF PROVISIONS WHICH EXCLUDES (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA9180647	4/13/2022	4/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> DIS-ER E.L. EACH ACCIDENT: 500,000 E.L. DISEASE - EA EMPLOYEE: 500,000 E.L. DISEASE - POLICY LIMIT: 500,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))
Peace Development Authority are additional insureds on a primary and non-contributory basis if required by written contract. Waiver of subrogation applies if required by written contract and permitted by law.

30 Day Notice of Cancellation applies

CERTIFICATE HOLDER Peace Development Authority 55 International Drive Portsmouth, NH 03801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Parnell</i>
--	---

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director *(PB)*
RE: Lease Reports
DATE: December 1, 2022

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

1. Tenant: GreenPages, Inc.
Space: 2 International Drive
Use: Office and related uses
Term: Four (4) years commencing November 1, 2022, expiring October 31, 2026.

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: December 1, 2022
Re: Sublease between Two International Group, LLC and GreenPages, Inc.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease at 2 International Drive between Two International Group, LLC ("TIG") and the following tenant:

- A. Tenant: GreenPages, Inc.
Space: 13,417 square feet (Suite # 260)
Use: Office and Related Uses
Term: Commencing November 1, 2022 and expiring October 31, 2026

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 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 TIG's continued primary liability for payment of rent and other obligations pursuant to the PDA/TIG 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 Two International Group, L.L.C. ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 2 International Drive at Pease International Tradeport on June 24, 1997 (the "Lease").

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

the use of the Leased Premises associated with the sublease is permitted under the original Lease;

the sublease is consistent with the terms and conditions of the original Lease;

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 13,417 square feet (Suite #260) within the Leased Premises at 2 International Drive to **GreenPages, Inc.** ("GreenPages"), duly authorized and existing under the laws of the state of Delaware and qualified to do business in the state of New Hampshire.

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

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease and first modification of sublease, attached hereto as Exhibit A (collectively, the "sublease"), with **GreenPages** for approximately 13,417 square feet within the Leased Premises.

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

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 28 day of November, 2022 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

**TWO INTERNATIONAL GROUP,
L.L.C.**

11.17.22
Date

By: 
Its: Co-Manager

EXHIBIT A

SUBLEASED PREMISES

SUBLEASE

BETWEEN

TWO INTERNATIONAL GROUP, L.L.C.

AS

SUBLESOR

AND

CREWVAC, INC.

AS

SUBLESEE

SUITE 300

TWO INTERNATIONAL DRIVE
PORTSMOUTH NEW HAMPSHIRE 03801

DATED AS OF CREWVAC
[Signature]

SUBLEASE

BETWEEN

TWO INTERNATIONAL GROUP, L.L.C.

AS
"SUBLESSOR"

AND

GREENPAGES, INC.

AS
"SUBLESSEE"

SUITE #260

TWO INTERNATIONAL DRIVE
PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ^{November}~~OCTOBER~~ 1, 2022

MOTION

Director Parker:

The Pease Development Authority ("PDA") Board of Directors approves of and authorizes the Portsmouth International Airport at Pease ("PSM") Terminal Arrivals Hall expansion project, as follows:

1. Award a contract to the low bidder, Hutter Construction Corporation, in the amount of \$9,048,148.48 for the base bid plus allowances associated with the construction of the PSM Terminal Arrivals Hall expansion;
2. Amend PDA's on-call contract with McFarland-Johnson, Inc. to add construction phase engineering services for the project in the amount of \$1,253,300;
3. Accept a grant, if offered, from the FAA in an amount of up to \$7,000,000.00;
4. Accept matching funds of up to \$184,210.00 from NH DOT Bureau of Aeronautics in conjunction with any FAA grant; and

5. Expend PDA funds up to the full amount of \$10,852,448.48 for the PSM Terminal Arrivals Hall expansion project, this amount to be reduced by any funding amount award from FAA and NHDOT;

all in accordance with the memorandum of Michael R. Mates, P.E.,

Director of Engineering, dated December 2, 2022, attached hereto.

MEMORANDUM

To: Paul E. Brean, Executive Director *Sub*
From: Michael R. Mates, P.E. *MRM*
Date: December 2, 2022
Subject: Terminal Funding Opportunity Update

At the May Board meeting, the Board of Directors approved an expenditure for PDA's on call airport engineer, McFarland Johnson, Inc. ("MJ")¹, to provide consulting and engineering services necessary for design, bidding and grant administration services for the expansion of the PSM Terminal Arrivals Hall. At that time, details regarding funding from the Airport Terminal Program ("ATP") under the Bipartisan Infrastructure Law ("BIL") were reviewed as well as staff's intention to file a grant application for this project under this legislation. Unfortunately, PSM was not selected to receive any grant money for the project in the first round of funding. At the end of September FAA announced a Notice of Funding Opportunity for the second round of ATP. We again filed a grant application for this second round of funding and expect the successful recipients will be announced late 2022 or early 2023.

Staff is hopeful that this application will receive, at a minimum, partial funding. One advantage we now have is that bids have been received and this project is considered "shovel ready." A second advantage is that our application included a larger than required local match. FAA tends to look favorably on projects where the sponsor is willing to contribute more than the minimum local match. PDA has requested \$7 million in funding from the FAA for this project, which is projected to cost approximately \$10.85 million.

Bids were opened on October 7 and Hutter Construction Corporation ("Hutter")² was the only bidder, coming in at \$9,048,148.48 for the base bid plus allowances.³ The bid is approximately 5.9% more than the engineer's estimate of \$8,540,431.00. Considering the current volatility of the market and the difficulty in estimating construction costs, a 5.9% difference is reasonable.

In addition to the base bid, the bidder submitted prices for three additive alternates:

- Additive Alternate #1 for the installation of Terrazzo flooring in lieu of carpet in the new Arrivals Hall for \$220,481.80.
- Additive Alternate #2 for renovations in the existing hold room at gates 3 and 4 for \$397,425.60.
- Additive Alternate #3 for CBP parking lot expansion for \$496,684.70.

¹ PDA retained MJ as an on-call consultant to provide engineering services related to improvements at the Portsmouth Air Terminal. This action followed a qualifications based selection and Board vote.

² Hutter was the successful bidder that constructed the previous terminal expansion project.

³ The costs for security cameras, public address system, access control, groundwater treatment, furniture, signage, and utility coordination were provided to the bidders in the form of allowances totaling \$775,000.

While the inclusion of these alternates would enhance the space and increase service life, due to the funding available, staff recommends against awarding any of the additive alternates at this time.

In addition to the bid price (construction cost), the other required expenditures for the project are the cost of construction phase engineering services and PDA administrative expenses. MJ's work includes a resident to inspect the construction as it progresses, and professional staff from several disciplines to review shop drawings, answer contractor questions, review pay requests (including DBE and Davis-Bacon requirements), provide coordination, administer grant requirements, and various other tasks. The cost of this work is \$1,253,300.

PDA administrative costs include miscellaneous charges such as advertising requests for bids. Administrative costs will be approximately \$1,000.

Including a contingency of \$550,000 (approximately 5.3%), the estimate of the total project cost is \$10,852,448.48.

It is important to point out, there is no guarantee that FAA will fund PDA's application. FAA may award full, partial, or no funding. In the event of the latter scenarios, PDA would need to self-fund the project for it to move forward.

Staff believes that the project is critical to the continued favorable operations at the terminal. The existing arrivals hall houses not only the bag carousel, but rental car concession counters, and customer service and parking kiosks. The space also serves as a gathering area during troop flights. An expanded arrivals hall will alleviate the present crowding. For this reason, we recommend that the project be fully funded in the event that an ATP grant is not offered.

Attached are drawings that show the approximately 5,200 square foot arrivals hall expansion.

At the December 15, 2022, Board meeting, please seek approval to:

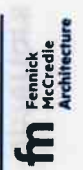
1. Award a contract to the low bidder, Hutter Construction Corporation, in the amount of \$9,048,148.48 for the base bid plus allowances associated with the construction of the PSM terminal arrivals hall expansion;
2. Amend the on-call contract with McFarland-Johnson, Inc. to add construction phase engineering services for the project in the amount of \$1,253,300;
3. Accept a grant, if offered, from the FAA of up to an amount of \$7,000,000;
4. Accept matching funds of up to \$184,210 from NHDOT Bureau of Aeronautics in conjunction with any FAA grant; and
5. Expend PDA funds up to the full amount for the PSM terminal arrivals hall expansion project, \$10,852,448.48. This amount will be reduced by any funding amount award from FAA and NHDOT.

Exterior



New Arrivals Hall

Pease Arrivals Hall Expansion
Portsmouth International Airport / Portsmouth, NH
10/2022



Interiors



Arrivals Hall - View Towards Bag Claim



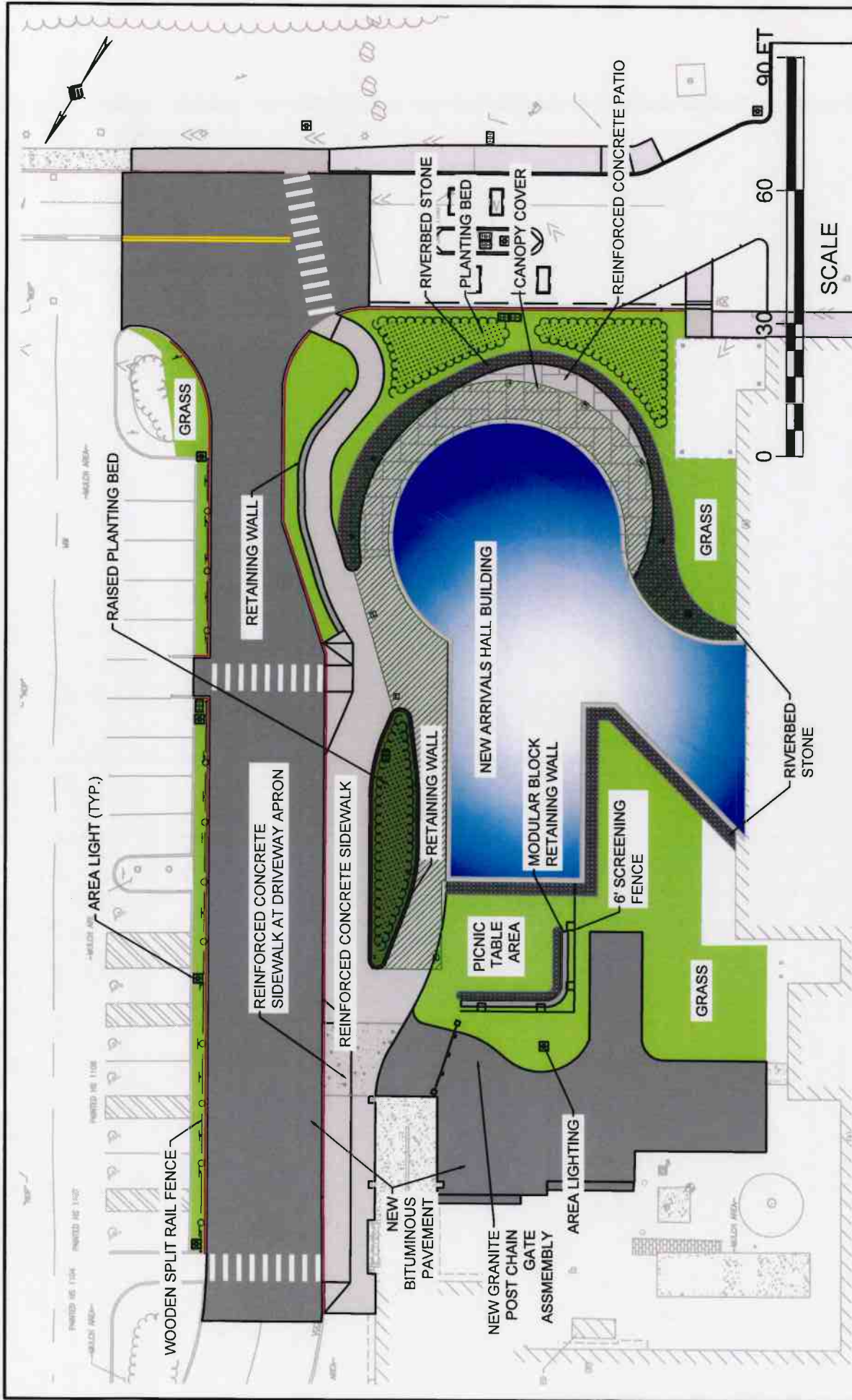
Arrivals Hall - View to Car Rental and Services



Arrivals Hall - View to Curb Side



Renovated Bag Claim - View to Arrivals Hall



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECT DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



<p>McFarland Johnson 100 INTERNATIONAL DRIVE, SUITE 300 PORTSMOUTH, NEW HAMPSHIRE 03801</p>	<p>PEASE INTERNATIONAL AIRPORT AT PEASE CITY OF PORTSMOUTH, STATE OF NEW HAMPSHIRE</p>		<p>SCALE: 1" = 30'</p>
	<p>PEASE INTERNATIONAL AIRPORT PSM TERMINAL EXPANSION - ARRIVALS HALL</p>		<p>DRAWN: KAH CHECKED: --- DESIGN: --- PROJECT: 18804.01 DATE: DEC 2022</p>
			<p>F-01 1 of 2</p>

MOTION

Director Anderson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, Ohio, for the purpose of purchasing potassium acetate based runway deicing liquid at a price of \$6.76 per gallon for a three (3) year period, commencing January 1, 2023 through December 31, 2025; all in accordance with the memorandum of Sandra McDonough, Lead Airport Operations Specialist, dated December 1, 2022, attached hereto.

Memorandum

To: John Meehan, Airport Operations Manager 
CC: File
From: Sandra McDonough, Lead Airport Operations Specialist 
Date: 12/1/2022
Re: Potassium Acetate Liquid Runway Deicer

With the current supply contract expiring on December 31, 2022, the Pease Development Authority advertised for bids to supply FAA-Approved Potassium Acetate Liquid Runway Deicer to be used in winter operations at the airport. The FAA is restrictive on what deicing chemicals can be used at airports because of the corrosive qualities that can cause damage to critical aircraft components. Potassium Acetate is one of very few chemicals permitted by the FAA, and is one of the most environmentally accepted. One company submitted a bid by the scheduled bid opening, November 9, 2022, at 2:15 p.m.:

Nachurs Alpine Solutions (current supplier at \$4.53 per gallon)

- Option 1: \$6.42/gallon for a one year contract.
- Option 2: \$6.59/gallon for a two year contract.
- Option 3: \$6.76/gallon for a three year contract.

Nachurs Alpine Solutions Industrial of Marion, Ohio, was the only bidder, with three options as noted above.

Based on the pricing of Potassium Acetate rising nearly \$2.00 over the past two years, I recommend you request Board approval to award a contract to Nachurs Alpine Solutions Industrial of Marion, Ohio (PDA's current supplier) for Potassium Acetate Based Runway Deicing Liquid in the amount of \$6.76 per gallon for a three year period. This contract will begin January 1, 2023, and expire December 31, 2025.

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to execute a contract with Nachurs Alpine Solutions Industrial of Marion, Ohio, for the purpose of purchasing sodium formate based runway deicing solid at a price of \$1.052 per pound for a three (3) year period, commencing January 1, 2023, through December 31, 2025; all in accordance with the memorandum of Sandra McDonough, Lead Airport Operations Specialist, dated December 1, 2022, attached hereto.

Memorandum

To: John Meehan, Airport Operations Manager *JM*
CC: File
From: Sandra McDonough, Lead Airport Operations Specialist *SM*
Date: 12/1/2022
Re: Sodium Formate Contract

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

The request for bids required price quotes for one, two, and/or three year contracts. Three companies submitted bids by the scheduled bid opening on November 22, 2022, at 2:30 p.m.:

New Deal Deicing

Option 1: \$0.896 per pound (one year contract)

Nachurs Alpine Solutions Industrial

Option 1: \$0.94 per pound (one year contract)

Option 2: \$.995 per pound (two year contract)

Option 3: \$1.052 per pound (three year contract)

Clariant

Option 1: \$1.06 per pound for a one year (one year contract)

Sodium Formate pricing has increased substantially over the past two years. For the year 2021, PDA paid \$.63 per pound, and in 2022 PDA paid \$.78 per pound. This year the lowest bid, for a one-year contract, is \$.896 per pound. Based on recent trends, and market conditions, it appears reasonable to anticipate costs will continue to rise. As such, my recommendation is to “lock” in a three year contract price of \$1,052 with Nachurs Alpine Solutions Industrial (“NASI”), the only company to offer beyond a one year contract. While higher in year one than the other bids, the ability to lock in a price over a three year period is appropriate given the trends noted above.

Please seek Board approval to award the contract to NASI for the supply of Sodium Formate for a three year contract period at \$1.052 per pound. This contract will begin January 1, 2023, and expire December 31, 2025.

MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby approves the signage requested by Portsmouth Physical Therapy, a subtenant of Penobscot Bay Medical Associates, Inc. for 161 Corporate Drive; all in accordance with the memorandum of Michael R. Mates, Director of Engineering dated December 2, 2022; attached hereto.

MEMORANDUM

To: Paul Brean, Executive Director *PB*
 From: Michael R. Mates, P.E., Director of Engineering *MRM*
 Date: December 2, 2022
 Subject: Signage for 161 Corporate Drive

Portsmouth Physical Therapy, a subtenant of Penobscot Bay Medical Associates, Inc. has two unapproved signs at 161 Corporate Drive that have apparently been in place for a number of years. The attached pictures show this signage.

As per the PDA Land Use Controls, signage for a single lot is restricted to a maximum of 200 square feet. The following tables illustrates the approved lot signage area and the impact of adding the unapproved signs for Portsmouth Physical Therapy.

Approved Sign Locations		Sign Area
Existing Monument Sign	(Martin's Point & Portsmouth Physical Therapy)	22.3 SF
Existing Spaulding Tpk. Wall Sign	(Martin's Point)	79.3 SF
Existing Building Sign	(Martin's Point)	10.1 SF
Existing Door Sign	(Martin's Point)	8 SF
Total Area		119.7 SF

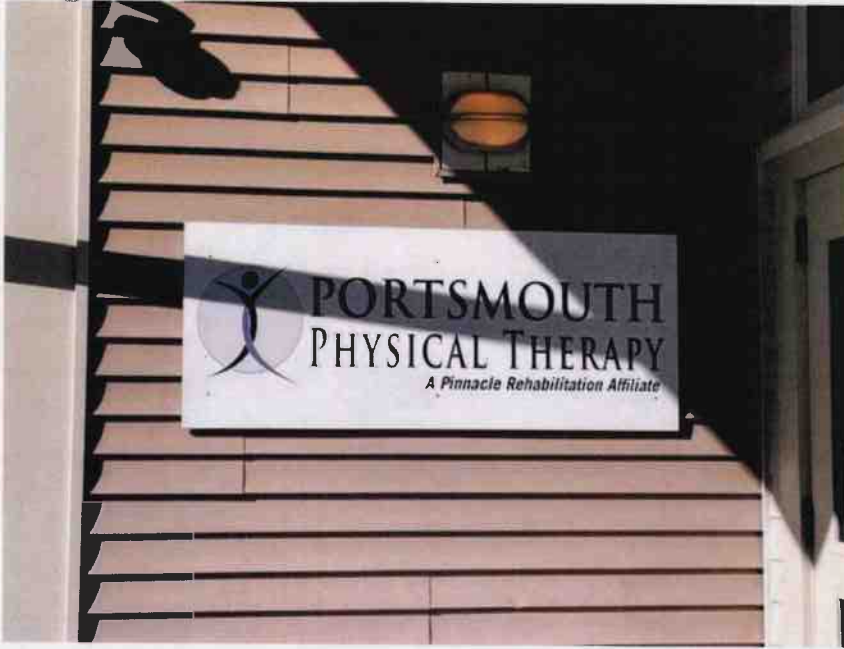
Unapproved Sign Locations		Sign Area
<i>New Building Sign</i>	<i>(Portsmouth Physical Therapy)</i>	<i>12.72 SF</i>
<i>New Door Sign</i>	<i>(Portsmouth Physical Therapy)</i>	<i>10 SF</i>
Total Area		20.72 SF

New Total Area = 140.42 square feet.

The total sign area is within the 200 square foot maximum allowed for this single lot and the signs are generally consistent with other signage on the Tradeport. As a matter of housekeeping, staff recommends approval of the Portsmouth Physical Therapy signage at 161 Corporate Drive.

At the December 15 meeting, please ask the Board of Directors for approval of the unapproved signage at 161 Corporate Drive, as described herein.

N:\ENGINEER\Board Memos\2022\161 Corporate Sign.docx



Door Sign

5' x 2' = 10 SF



Building Sign

.83' X 15.27' = 12.72 SF

2023 MEETING SCHEDULE

Month	BOARD Meetings at 8:30 am		FINANCE Meetings at 9:00 am		GOLF Meetings at 8:30 am		AUDIT Meetings at 8:30 am		PORT Meetings at 8:00 am		Noise Compatibility Meetings at 6:30 pm	
	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date	Day	Date
January	Thurs.	01/19/23							Thurs.	01/05/23		
February	None											
March	Thurs.	03/16/23	Mon.	03/13/23	Mon.	03/13/23						
April	Thurs.	04/20/23					Mon.	04/17/23	Thurs.	04/06/23		
May	Thurs.	05/18/23										
June	Thurs.	06/15/23	Mon.	06/12/23	Mon.	6/12/2023					Thurs.	06/15/23
July	None											
August	Thurs.	08/17/23							Thurs.	07/06/23		
September	Thurs.	09/21/23	Mon.	09/18/23	Mon.	09/18/23						
October	Thurs.	10/19/23										
November	Thurs.	11/16/23										
December	Thurs.	12/21/23	Mon.	12/18/23	Mon.	12/18/23			Mon.	10/16/23		
Annual	Thurs.	12/21/23	Mon.	12/18/23	Mon.	12/18/23					Thurs.	12/21/2023
NOTE: ALL MEETINGS BEGIN AT 8:30 A.M. UNLESS OTHERWISE POSTED.												
Legend												
Board	3rd Thursday	No meetings Feb or July										
Finance	Quarterly - Monday before Board											
Golf	Quarterly - Monday before Board											
Audit	Semi-Annually-Monday before Board (April/Oct)											
Port	Quarterly - 1st Thursday											
Noise	Semi-Annually! - 3rd Thursday (June and December)											
P:\Boardmtg\2022\2023 Proposed Mtgs												

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
From: Anthony I. Blenkinsop, General Counsel *AB*
Date: December 1, 2022
Re: Election of Officers - Proposed Motions

In accordance with Article III, Section 3.4 of the PDA By-Laws, the Legal Department proposes that the format and motions set forth below be followed in connection with the Annual Meeting to be held on Thursday, December 15, 2022:

ELECTION OF OFFICERS

Executive Director:

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

I. **Meeting Chairman:**

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

Board Member:

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

Meeting Chairman:

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

II. **Meeting Chairman:**

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

Board Member:

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

Meeting Chairman:

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

PDA COMMITTEE LISTING – EFFECTIVE December 15, 2022
Standing Committees

Executive Committee

Stephen M. Duprey, **Chair**
Neil Levesque, Vice Chairman
Thomas G. Ferrini, Treasurer
Staff Contact: Brean/Blenkinsop

Finance Committee

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

Airport Committee

Stephen M. Duprey, **Chair**
Steve Fournier
Margaret Lamson
Staff Contact: Brean/Stowell

Marketing and Economic Development Committee

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

Zoning Adjustment & Appeals Committee

Steve Fournier, **Chair**
Susan Parker
Stephen M. Duprey
Staff Contact: Blenkinsop/Stowell

Ad Hoc Advisory Committees

Capital Improvement and Land Planning Committee

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

Golf Committee

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

Audit Committee

Thomas G. Ferrini, **Chair**
Stephen M. Duprey
Erik Anderson
Staff Contact: Anzalone

Transportation Management Committee

Margaret Lamson, **Chair**
Erik Anderson
Susan Parker
Staff Contact: Stowell

Port Committee

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

Legal Bill Review

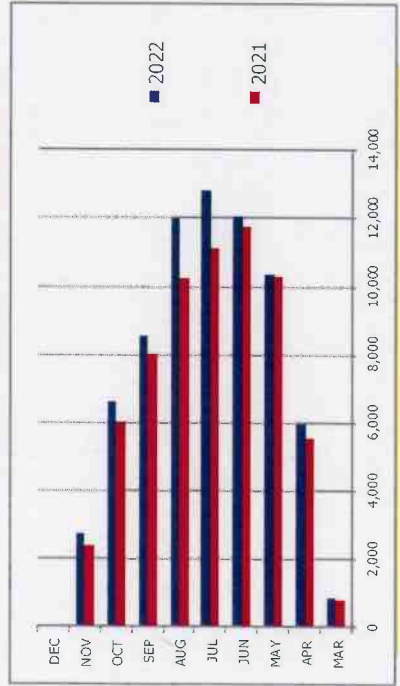
Stephen M. Duprey, **Chair**
Thomas G. Ferrini
Erik Anderson
Staff Contact: Blenkinsop

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

Holidays - 2023		Day	Date
New Year's Day	Observed	Monday	1/2/2023
Martin Luther King/Civil Rights Day		Monday	1/16/2023
Presidents' Day		Monday	2/20/2023
Memorial Day		Monday	5/29/2023
Independence Day		Tuesday	7/4/2023
Labor Day		Monday	9/4/2023
Columbus Day/Indigenous Peoples' Day		Monday	10/9/2023
Veterans' Day	Observed	Friday	11/10/2023
Thanksgiving Day		Thursday	11/23/2023
Day after Thanksgiving		Friday	11/24/2023
Christmas Day		Monday	12/25/2023

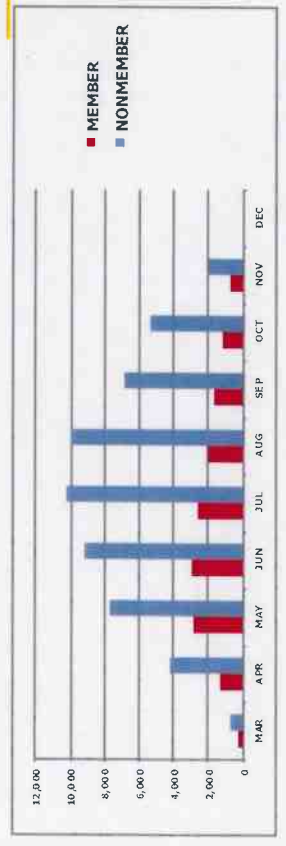
KEY GOLF COURSE BENCHMARKING DATA

ROUNDS OF GOLF PLAYED (SEASON)



2022 SEASON	2021 SEASON	2020 SEASON
71,985	66,590	62,315
51	49	66

2022 MEMBER / NONMEMBER ROUNDS (SEASON)



2022 ROUNDS-SEASON	MEMBER	NONMEMBER	TOTAL
	15,533	56,452	71,985
2021 ROUNDS-SEASON	MEMBER	NONMEMBER	TOTAL
	18,489	48,101	66,590

GOLF SIMULATOR REVENUES	FY 2023	FY 2022	GRILL 28 GROSS SALES	FY 2023	FY 2022
JULY	\$495	\$ 1,158	JULY	296,042	\$262,957
AUGUST	\$827	\$915	AUGUST	360,829	270,631
SEPTEMBER	\$1,509	\$326	SEPTEMBER	297,268	235,234
OCTOBER	\$4,441	\$4,244	OCTOBER	227,600	191,416
NOVEMBER	13,652	\$14,746	NOVEMBER	147,784	119,952
DECEMBER		\$23,112	DECEMBER		138,710
JANUARY		\$24,253	JANUARY		94,159
FEBRUARY		\$26,580	FEBRUARY		109,814
MARCH		\$23,360	MARCH		150,980
APRIL		\$4,429,	APRIL		190,483
MAY		\$135	MAY		284,835
JUNE		\$517	JUNE		312,758
				\$1,329,523	\$2,361,932

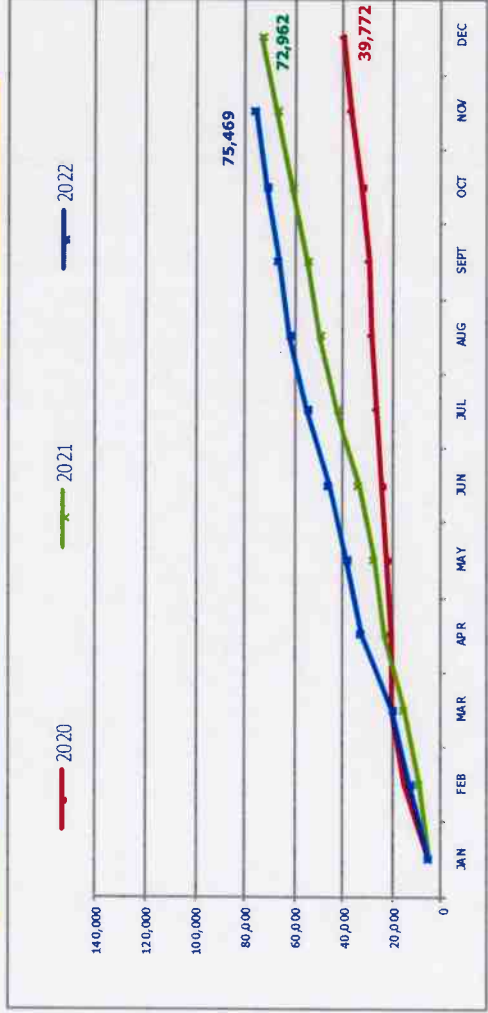
CLUB/ COURSE FUNCTIONS	FY 2023 YTD	FY 2022 YTD
GROUPS 20-59	47,680	41,102
TOURNAMENT PLAY	144,670	88,368
LEAGUES	47,536	46,887
FOOD AND ROOM FEES	175,651	125,815

AIRPORT REPORT PERIOD ENDING NOVEMBER 2022



ENPLANEMENTS	2022
Scheduled Enplanements	3,040
Chartered Enplanements	1,029
Total Enplanements	4,069
2022 Enplanements YTD	75,469

REVENUE PARKING	\$22,890
	633 Transactions @ \$46.10
FUEL FLOWAGE FEES	\$31,455.60
Total Gallons	629,112.0
CRAF and DOD	55%
Commercial	2%
General Aviation	43%



- **Allegiant Schedule Announced**
 - BNA May-August
 - PIE April-August
 - SFB and PGD Capacity
- **US CBP**
 - PSM officially transferred to BOS Sector
- **2,000,000 Passenger**

PEASE


AIRPORT
MANAGEMENT

36 Airline Ave. Portsmouth, NH 03801

603 433 6536

Memorandum

To: John Meehan, Airport Operations Manager 

From: Sandy McDonough, Airport Community Liaison 

Date: 12/1/2022

Subj: Noise Report for November, 2022

The Portsmouth International Airport at Pease received five noise complaints in November, 2022.

The first complaint was received when Runway 16 was in use:

On November 6, 2022, a Durham resident called regarding what they perceived as a low flying aircraft. The noise complaint came in 20 minutes after a United States military C17 departed the airfield to perform training maneuvers.

The second complaint concerned a helicopter transiting through Portsmouth's class D airspace, neither landing at, nor departing from the Portsmouth International Airport at Pease:

On November 2, 2022 a resident of downtown Portsmouth reported a large grey helicopter that flew two passes over his house, the second time was louder due to a banking maneuver. His concern is the noise impact helicopters make as he works in his home office.

The last three noise complaints were unrelated to Aviation:

A resident of Greenland reported on November 3, 5 and 9, 2022, that a low frequency rumble had been constant for days. The airspace did not have any reported activity during the timeframes he referenced. The caller indicated he would look into other potential explanations for the noise he experienced.

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in a total amount of **\$5,808.00** for payment of legal services to Sheehan Phinney Bass & Green and Anderson Kreiger; all in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated December 6, 2022, attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Anthony I. Blenkinsop, Deputy Director / General Counsel *AB*
Date: December 6, 2022
Re: Legal Services

Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority ("PDA") in the month of October 2022 in a total amount of **\$5,336.00**, as follows:

October 1, 2022 – October 31, 2022 (for Tradeport General Representation)	\$2,639.00
October 1, 2022 – October 31, 2022 (for Permit Implementation)	<u>\$2,697.00</u>
	\$5,336.00

Anderson Kreiger provided legal services to the PDA in the month of November 2022, in a total amount of **\$472.00**.

This is request approval by the Board of Directors to authorize the Executive Director to expend funds for legal services rendered to Sheehan, Phinney, Bass & Green and Anderson Kreiger in a total amount of **\$5,808.00**.

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: 382103

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$2,639.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$2,639.00

PREVIOUS BALANCE:	\$4,405.00

TOTAL BALANCE DUE:	\$7,044.00

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: 382102

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$2,697.00
TOTAL EXPENSES:	\$0.00

TOTAL THIS BILL:	\$2,697.00

PREVIOUS BALANCE:	\$4,379.00

TOTAL BALANCE DUE:	\$7,076.00

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

December 6, 2022

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

Reference # 144861 / 1047-4136

In Reference To: Federal Regulatory Advice

Professional Services

Hours Amount

Attorney/Paralegal Summary

Name	Hours	Rate	Amount
David S. Mackey	0.80	590.00	472.00

Payments

11/10/2022 Payment CK#036657

236.00

Sub-total Payments: \$236.00

Total Current Billing: \$472.00

Previous Balance Due: \$1,765.00

Total Now Due: \$2,237.00

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, SEPTEMBER 14, 2022 6:00 PM**

It was brought to the Division's attention at the October 20, 2022 PDA Board of Director's meeting that a sentence was cut off under Committee Reports, Recreational Piers section. The words that were inadvertently cut off are shown below in red.

1. COMMITTEE REPORTS

- Business Development/FTZ- Reiterated that the Port can play a role in supporting OSW in the Operation & Maintenance sector.
- Dredging- The 34.5' rock is still there, when Simplex Shoal area gets dredged, it should be removed at that time. There is no official sign off from the ACOE on the Turning Basin up the river, Chris was told that it's done and there would be no approval or disapproval. Chris added that the high spot (rock) shouldn't pose a problem since the ships do not go down that deep. Geno added he saw an ACOE survey vessel coming up the river today. Not sure why as the Port was not notified.
- Fisheries-Erik commented on the OSW and the fisheries industry has taken the time to attend public hearings with BOEM. 3 more hearings, one tomorrow in Hampton, one on the 20th by DES and one on the 22nd. He passed out the letter he spoke of earlier. Any public comments must be validated with data and are due by Oct 3rd. A federal court decision was made last Friday will require additional protections for Right Whales. These new regulations will destroy the lobster fishery in New England. One regulation allows no buoy line fishing in closed areas, but that would be like driving a car with square wheels. Discussion on the adjustment on the coastal zone (for OSW areas only), and now NH can comment on regulations that apply in federal waters (25 miles out) rather than only state waters (3 miles out). The main concern for the fisheries is the high voltage transmission lines as there is no information on the impact of those lines to the fisheries.
- Government-Bill spoke about Prescott Park and Peirce Island area and the impact projected sea level rise may have for future decisions on those locations.
- Moorings-Chris S. commented on the Bailey mooring appeal and complimented the Port on the service they provided to the customer. Chris shared the waitlist data from the Port website. The long wait time in some areas is unfortunate and hopes there is a way to shorten those wait times. Rye Harbor has a 24 year wait. Sagamore Creek has 30 folks waiting for moorings, this could be improved or made worse based on what decision is made on the Rt. 1B bascule bridge.
- PDA Liaison-There is a Port Committee meeting scheduled for Oct 6th.
- Recreational Piers-Brad reported that the recreational folks had a better year than anticipated, the gross sales were good but the fuel costs did ~~not~~ **impact everyone.**



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

**PORT ADVISORY COUNCIL MEETING MINUTES
WEDNESDAY, OCTOBER 12, 2022 6:00 PM**

PRESENT: Roger Groux, Chair
Mike Donahue
Chris Holt
Bill McQuillen
Chris Snow
Geno Marconi, Director, PDA-DPH
Grant Nichols, Assistant Port Director

1. CALL TO ORDER

The meeting was called to order at 6:02 PM

Prior to proceeding with the meeting agenda a presentation was given by Micah Kieffer from US Geological Survey. USGS is hoping to place an array of tracking monitors to track the migration of endangered shortnose sturgeons. Micah presented a power point and explained the mission to the Council. The discussion lasted approximately 1 hour. The power point presentation is included in the meeting minutes. Members of the Council provided contact information for the offshore wind industry.

2. APPROVE MINUTES

Bill made a motion to accept the September 14, 2022 minutes, Chris H. seconded, no further discussion, all members were in favor and the motion passed.

3. FINANCE REPORT

There were no questions on the finance report, Bill made a motion to accept the report into the record. Chris H. seconded. All were in favor and the motion passed.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The September report was presented and discussed briefly, which included another shipment of coal.

5. DIRECTOR'S REPORT

Marconi reported on items from the September 15, 2022 PDA Board Meeting which included the following items:

- Reports
 - FTZ Annual Report to Congress. The number of employees in NH FTZ 81 is close to 2000 people.
- Approvals
 - ARPA Funds, Portsmouth Fish Pier, Pier Repair, Appledore Marine Design Proposal
 - Right of Entry, Amendment Swell Oyster Company, Storage cooler

Geno gave an update on the main pier rehabilitation. It's coming along and we should be receiving a salt ship in mid-November.

6. NEW BUSINESS-No new business

7. OLD BUSINESS-Grant Nichols gave an update on the Rye Harbor report that he's working on. He presented a power point that showed the progress to date. He's been looking at boat storage rates (both summer and winter) in the area and compared them to ours. Grant compared the Right of Entry fee for a building on site at the Rye facility of \$1000 per year, to the new food truck vendor at Odiome State Park, which is \$1000 per month and a certain % of gross sales. ARPA monies have been requested for improvements of the rip rap, the floats, the boat ramp, and the office at Rye Harbor. The total is around \$8 million worth of work. The next slide showed other challenges in the harbor and included parking concerns. A copy of the power point will be included in the minutes. One item of discussion regarded "jurisdiction of authority" Grant clarified that there is concurrent jurisdiction with the State and Municipal agencies. Tracy Shattuck is the only certified police officer at the moment to enforce the "law". Harbormasters can be thought of as "code enforcers". There is an open position posted for the Deputy Chief Harbormaster. Grant is hoping to make a full presentation at the PDA Directors meeting in November. Sue Reynolds asked to speak as the subject pertains to Rye Harbor. Sue indicated that she is at the meeting to discuss an issue of misinformation at the August PDA Board meeting at which one of the Director's made a misstatement about Rye Harborside that she is trying to get corrected for the record, and for the benefit of any stakeholders/users of Rye Harbor. Sue indicated she submitted a letter to the PDA for the September PDA Board meeting with hopes of getting it into the record and try to get the record corrected. That did not happen and wanted to bring it to this group for any advice on remediation. Her concern is that words can be said in the future and people can be defamed and it appears there is no appropriate recourse to correct the record. It was noted that the Port Advisory Council probably is not the appropriate body to help her out with that.

8. COMMITTEE REPORTS

- Business Development/FTZ- Mike spoke on the upcoming Propeller Club dinner (October 20) at which the Captain of the Port, Amy Florentino, will be the guest speaker, and joined by Chief Warrant Officers Eugene Kaminski (Commanding Officer USCG Portsmouth, NH) and Mark Amero (Assistant Supervisor USCG Safety Detachment, Portsmouth, NH) and Commander Peter Raneri (Chief of Prevention, Portsmouth, NH). The topic of discussion is recent Search and Rescue missions and trends impacting the Port of New Hampshire.
- Government-Roger commented on a report about vehicles catching fire due to salt water exposure. Chief McQuillen said the Dept. is looking into training for that situation.
- Moorings-Chris S. commented on an upcoming mooring program training session and will share the information with Tracy Shattuck. This is a program that several municipalities and other agencies have used to manage their mooring permit and mooring waitlist programs.

- PDA Liaison-Roger reported on a November upcoming boat registration meeting in Meredith being held to discuss a legislative bill regarding a proposed new fee structure for boat registrations, which would be similar to the vehicle registration process. Roger is attending to represent the Port's interests in the program.
- Recreational Piers-Geno reported that the floats are being taken out in Rye on October 19th and Hampton will be removed on November 10th as party boats are still operating there until Nov. 1st.

9. PUBLIC COMMENT

Peter Welch was present but had no comments tonight.

10. PRESS QUESTIONS

There were no members of the press present.

11. ADJOURNMENT

Chris S. made a motion to adjourn the meeting, Chris H. seconded. The meeting adjourned at 8:00 PM.

November 21, 2022

William C. Morgridge, President
L.W. Morgridge & Son, Inc.
P.O. Box 53 – Route 236
Eliot, ME 03903

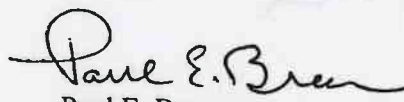
Re: Extension of L.W. Morgridge & Son, Inc.'s Right-of-Entry

Dear Mr. Morgridge,

This letter serves to inform L.W. Morgridge & Son, Inc. that the Pease Development Authority-Division of Ports and Harbors grants its request to exercise its last option on the Right-of-Entry for the use of landing facilities to fill tankers with salt water at the Market Street Terminal to December 31, 2023. The terms and conditions approved by the Board at its meeting of December 20, 2018, shall remain in full force and effect.

Please let me know if you have any questions.

Sincerely,


Paul E. Brean
Executive Director

cc: Geno J. Marconi, PDA-DPH Director
Anthony I. Blenkinsop, Deputy Director / General Counsel
Suzy Anzalone, Finance Director

L.W. Morgridge & Son, Inc.
P.O. Box 53
Eliot, ME 03903

Pease Development Authority
55 International Drive
Pease International Tradeport
Portsmouth, NH 03801

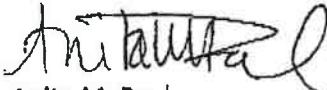
RE: Extension of L.W. Morgridge & Son, Inc's
Right-Of-Entry

To Whom It May Concern:

We are reaching out again this year to request to exercise the option to extend our Right-of-Entry for the use of landing facilities to fill tankers with salt water at the Market Street Terminal through December 31, 2023. Understanding that the terms and conditions as approved by the Board in the past will remain in full force and effect.

Thank you for your consideration,

L.W. Morgridge & Son, Inc.



Anita M. Paul

November 28, 2022

Cynthia DiTucci
DiTucci Petroleum Carriers Inc. dba Lawrence Tank
3 Clark Road
East Kingston, NH 03827

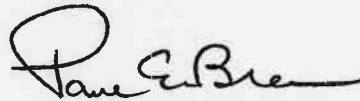
Re: Extension of DiTucci Petroleum Carriers Inc. Right-of-Entry

Dear Ms. DiTucci,

This letter serves to inform DiTucci Petroleum Carriers Inc. dba Lawrence Tank that the Pease Development Authority-Division of Ports and Harbors grants its request to exercise the first of two one-year options to extend the Right-of-Entry for the use of landing facilities to fill tankers with salt water at the Hampton Harbor Marine Facility through December 31, 2023. The terms and conditions approved by the Board at its meeting of December 20, 2018, and the implementation of a rate increase on October 21, 2021, shall remain in full force and effect.

Please let me know if you have any questions.

Sincerely,



Paul E. Brean
Executive Director

cc: Geno J. Marconi, PDA-DPH Director
Anthony I. Blenkinsop, Deputy Director / General Counsel
Suzy Anzalone, Finance Director


P:\PortAuthority\ROE-4 OF 2021\DiTucci Extension of ROE 4 tr to 12-31-23.docx

MOTION

Director Parker:

The Pease Development Board of Directors hereby authorize the Executive Director to complete negotiations and execute a contract with Appledore Marine Engineering, LLC of Portsmouth, New Hampshire, for the purpose of On-Call Marine Engineering services for the Division of Ports and Harbors, for a one-year term with three (3) one-year options to extend; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated November 28, 2022, attached hereto.

N:\RESOLVES\2022\DPH-On-Call Marine Eng 12-15-22.docx

Date: November 28, 2022
To: Pease Development Authority (PDA), Board of Directors
From: Geno Marconi, Division Director 
Subject: On-Call Marine Engineering Services

Beginning on September 7, 2022, the Division of Ports and Harbors (Division) advertised a Request for Qualifications (RFQ) for on-call marine engineering services. The Division received three (3) Statements of Qualifications (SOQ) from:

- Appledore Marine Engineering
- Collins Engineering
- GEI Engineering

The Division Director established a review committee of the following:

- Four (4) Division staff members
- One (1) PDA Engineering staff member
- Two (2) members of the Port Advisory Council (RSA 12-G:44)

Each of the members of the review committee was provided copies of the SOQ for each responding firm to be reviewed individually prior to in-person interviews.

On October 26, 2022, the Division held interviews at which time each firm had the opportunity to present additional information on their firm and comparative project work and address any questions the review committee had. Following the last interview, the committee members compared scores based on the qualifications outlined within each SOQ and the supporting information collected during the in-person interviews. After considering all of the information presented, the majority opinion of the committee was to recommend that the Pease Development Authority consider Appledore Marine Engineering, LLC (Appledore) for the contract.

Appledore, and its proposed projects team, are highly experienced in marine engineering. For example, Appledore's 65% design for the Functional Replacement Project (\$41+ million) went through a peer review by WSP Engineering. The peer review report noted that Appledore's design was well within standards of marine design for projects of this scope and the WSP cost estimate was within 3% of Appledore's. Appledore is very familiar with the Division's facilities and operations having provided services at all Division facilities.

Therefore, the Division of Ports and Harbor recommends that the PDA Board of Directors authorize the Executive Director to complete negotiations and contract with Appledore Marine Engineering, LLC for on-call marine engineering services for a term of one (1) year, with three (3), one (1) year options to extend exercisable at the discretion of the Executive Director.

MOTION

Director Anderson:


The Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into a Special Use Permit (“SUP”) and SUP Addendum from the Department of Natural and Cultural Resources, Division of Parks and Recreation (“Division”) regarding access to Division property, and approves of the issuance of a Right of Entry (“ROE”) to the US Army Corps of Engineers (“ACOE”) in connection with the 2023 Hampton Beach Jetty Repair; substantially in accordance with the memorandum from Geno J. Marconi, Division Director dated November 30, 2022 and the draft SUP and ROE, attached hereto.



PEASE
INTERNATIONAL

555 Market Street, Suite 1 Portsmouth, NH 03801

PORTS AND HARBORS

Date: November 30, 2022
To: Pease Development Authority (PDA), Board of Directors
From: Geno Marconi, Division Director 
Subject: Hampton Harbor North Jetty Repairs

At the May 19, 2022, Pease Development Authority (“PDA”) Board of Directors meeting, an “Authorization For Entry For Construction” and a “Special Use Permit” (“SUP”) were approved to allow Army Corp of Engineers (“ACOE”) contractors to use PDA property at Hampton Harbor for the purpose of vehicle parking and staging of an office trailer during the repair of the Hampton Harbor north jetty, as well as to access Division of Natural and Cultural Resources, Division of Parks and Recreation (“Division”) property for the actual jetty repair work. PDA provides the ACOE with access to Division property, pursuant to the SUP, as the PDA is the local sponsor for ACOE projects through statute. Where the ACOE did not receive a successful bidder for the jetty repair in 2022, it intends to re-advertise for bids in 2023, and requires similar access to PDA and Division properties.

At the Board’s December 15, 2022, meeting, please authorize the Executive Director to enter into agreement with the ACOE and the Division of Natural and Cultural Resources, Division of Parks and Recreation to allow ACOE contractors access to the Hampton Harbor Marine Facility, as well as to Division property through the SUP, to facilitate repairs to the Hampton Harbor North Jetty.

P:\BOARDMTG\2022\DPH - Hampton Harbor Jetty Repairs (ACOE & SUP).docx

○○○○ TAKING YOU THERE

ph: 603-436-8500 fax: 603-436-2780 www.peasedev.org

**HAMPTON HARBOR, NEW HAMPSHIRE
FEDERAL NAVIGATION IMPROVEMENT PROJECT**

MAINTENANCE OF THE NORTH JETTY

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I, Paul E. Brean, Executive Director of the Pease Development Authority, a body politic and corporate of the State of New Hampshire, created in accordance with the provisions of NH RSA 12-G and acting in concert with its Division of Ports and Harbors, do hereby certify that the Pease Development Authority has acquired the real property interests required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands as shown on the attached Exhibit "A", to support maintenance work of the north jetty feature of the Federal Navigation Project at Hampton Harbor, Hampton and Seabrook, New Hampshire. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon the lands as shown on Exhibit "A" for a period from July 1, 2023 through March 31, 2024 to use the lands for staging, storage and access as set forth in the plans and specifications held in the U.S. Army Corps of Engineers New England District Office, 696 Virginia Road, Concord, Massachusetts 01742. Exhibit "A" consists of Sheet RE-101 entitled "Hampton Harbor, Hampton, New Hampshire, Repairs to the North Jetty, Real Estate Plan".

WITNESS my signature as Executive Director of the Pease Development Authority this _____ day of _____, 2022.

By: _____
Paul E. Brean
Executive Director

**HAMPTON HARBOR, NEW HAMPSHIRE
FEDERAL NAVIGATION IMPROVEMENT PROJECT**

**MAINTENANCE OF THE NORTH JETTY
State of New Hampshire, Pease Development Authority**

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Anthony I. Blenkinsop, Deputy Director and General Counsel of the Pease Development Authority, certify that the Pease Development Authority has the authority to grant the above Authorization for Entry; that said Authorization for Entry, is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as General Counsel for the Pease Development Authority
this _____ day of _____, 2022.

By: _____

Anthony I. Blenkinsop
Deputy Director / General Counsel

DRAFT



NH Department of Natural and Cultural Resources
 Division of Parks and Recreation
 172 Pembroke Road
 Concord, NH 03301 Phone: 603/271-3556 Fax: 603/271-3553



Special Use Permit Package

SUP ADDENDUM

Permittee: Pease Development Authority
 Event: Hampton Harbor Jetty Repair
 Addendum Date: 11/14/2022

This addendum grants the following changes to the above referenced permit:

- Page 1 of the original document, Period of Use shall be revised to say: September 25, 2023 through March 31, 2024.

All other contract items listed in the original permit shall remain true to its original form. The above change is in addition to the original permit only.

 Paul Brean, Executive Director
 Pease Development Authority Date

 Brian J. Wilson, Director
 NH Division of Parks and Recreation Date

Concur:

 Sarah L. Stewart, Commissioner
 Department of Natural and Cultural Resources Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION



SPECIAL USE PERMIT

The Department of Natural and Cultural Resources through its Director, Division of Parks & Recreation (DNCR) under authority granted in RSA 227-H: 9 grants a Special Use Permit (the Permit) to: Pease Development Authority through its Executive Director, 55 International Drive, Portsmouth, NH 03801, and its invitees, agents and contractors (the Permittee) to use the below described State property for purposes requested in attached document "Information for the NH Department of Natural and Cultural Resources (DNCR) and the National Parks Service (NPS) For a Non-Conforming Temporary Use Permit at Hampton Harbor, NH," received from Bill Kavanaugh, Project Manager for the Permittee, attached herewith as EXHIBIT A, as follows:

State Land: Hampton Beach State Park – South Beach, Hampton, NH

Purposes of Permit: Use of the identified portion of the southerly end of Hampton Beach (the Premises) identified in the attached EXHIBIT A for the purpose of maintenance work of the north jetty feature of the Federal Navigation Project at Hampton Harbor, Hampton and Seabrook, NH (the Project).

Period of Use: September 25, 2022 through March 31, 2023

Fee: The Permittee is a State agency, fee is waived.

Insurance: The Permittee is a State Agency and is self-insured.

Bond Required: The Permittee is a State Agency, bond is waived.

The Permit is given under the following conditions:

1. The Permittee and all persons using the Premises with the consent of the Permittee shall comply with all applicable laws and regulations of the State of New Hampshire governing state forests and state parks.
2. The Permittee agrees that no trees or shrubs shall be cut, damaged or used by the Permittee except as may be provided herein, or without prior approval of DNCR.
3. DNCR 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 Permittee's officers, agents, invitees, servants or employees, who may be on the Premises at their invitation or the invitation of any one of them.
4. Permittee expressly waives all claims against DNCR 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 the Permit. The Permittee does not waive claims against DNCR for loss, damage, personal injury or death caused by or occurring as a consequence of the negligent acts or omissions of DNCR's employees or agents.
5. Prior to the start of work, DNCR shall be invited to a preconstruction meeting and be provided a list of contacts for the project including on-site staff including but not limited to the project supervisor, construction representative, project engineer, resident engineer, and project manager.
6. The Permittee shall, prior to the start of work, conduct public outreach to inform the public of the Project, including but not limited to press releases and onsite signage. DNCR shall post informational materials provided by the Permittee on the DNCR website.

Initial Date
Paul
11/10/2022

7. The Permittee shall agree to document the existing condition of the Premises by taking photos of all areas outlined in Attachment A - Real Estate Plan herein.
8. The Permittee shall be permitted to begin delivery of required construction materials no earlier than September 25, 2022. The Permittee shall meet with the Park Manager and/or Regional Supervisor to discuss the delivery date and time no later than 48 hours prior to delivery.
9. The Permittee shall, at its expense, be responsible for proper traffic and safety control in the Park entrance as necessary. The Permittee shall submit a traffic control plan to DNCR no later September 1, 2022.
10. The Permittee shall be permitted to place construction mats along the beach access route to avoid compact of the sand and to protect pavement.
11. The Permittee shall rope off the staging area no later than 24 hours prior to the delivery date of construction materials.
12. The Park campground quiet hours are 10 p.m. through 7 a.m. The Permittee shall not begin work within the Park or start equipment prior to 7 a.m. and shall stop work and equipment prior to 8 p.m., daily while the campground is occupied.
13. The Permittee shall have permission to remove the guardrail located between the staging area and the beach access route to provide access for oversized equipment; however, the existing guardrail shall be re-installed upon completion of the project.
14. The Permittee shall work directly with New Hampshire Fish and Game and the US Fish and Wildlife Service to ensure protection of the endangered Piping Plovers.
15. Hampton Beach State Park is designated as a Section 6(f)(3) public recreational property under the Land and Water Conservation Fund (LWCF) Act through the National Park Service (NPS). DNCR, as official program liaison to the NPS for the LWCF program has obtained concurrence from the NPS (EXHIBIT B) that north jetty project will be direct benefit to Hampton Beach State Park, and other 6(f)(3) around Hampton Harbor, and will not require further NPS approval for the Permittee to temporarily establish project staging areas within the park, provided that the project be completed within the scheduled timeline and scope and that areas within the park used for staging and equipment and materials transportation be restored to their pre-existing condition.
16. All areas of the temporary construction easement and route access areas shall be fully restored to the condition it was initially found, at the expense of the Permittee. This shall include but not be limited to re-grading, spills, construction debris, damage to Park facilities or guardrails, damage to dunes or grass, etc. Restoration and/or repair shall be completed within 30 days of post-construction inspection.
17. The Permittee assumes all liability for any environmental damage as a result of the Project including discharge of oil or other toxic fluids. The Permittee shall be responsible for compliance with RSA 146-A: 5 (EXHIBIT C) regarding the reporting of discharge of oil.
18. To the extent permitted by law, the Permittee 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 the Permit.
19. DNCR and the Permittee shall complete a joint post-construction inspection upon the completion of the project but no later than March 31, 2023.
20. The Permittee shall not use the Premises for any commercial purposes; nor sublet or permit its use by any other person or persons, except as may be provided herein.

Initial Date

21. The Permittee agrees that the Director, Division of Parks and Recreation or any duly authorized agents at any time may examine and inspect any and all property located and situated on and in the Premises.
22. The Permit is not transferable and the Director, Division of Parks and Recreation, may at any time revoke the Permit for any reasonable cause. Before the Permit is revoked concerning an issue relating to the Permit, DNCR agrees to coordinate with the Permittee to resolve any issues prior to revocation of the Permit. DNCR and the Permittee agree that if the matter cannot be resolved within (10) business days, DNCR may proceed with the revocation of the Permit.
23. The Permittee agrees to comply with all reasonable requests of the Director, Division of Parks and Recreation, or any authorized agents.
24. All precautions will be taken to ensure that there will be no conflict with recreational users on the Premises or in the area.
25. The Permittee agrees that all improvements made to the Premises, if any, will become the property of the DNCR.
26. The Permittee will notify the Seacoast Region Parks Supervisor (Meredith Collins at 603-227-8715) when any activity not included in this permit arising shall occur.
27. The Permit may be amended only by an instrument in writing signed by both parties hereto.

Both parties agree to the above:

PEASE DEVELOPMENT AUTHORITY

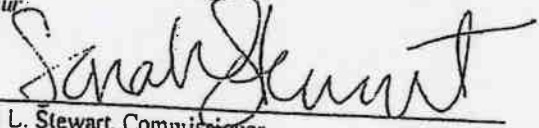

 Paul Brian, Executive Director
 Pease Development Authority

4/7/2022
 Date

**STATE OF NEW HAMPSHIRE
 DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION**


 Philip A. Bryce, Director
 Division of Parks and Recreation

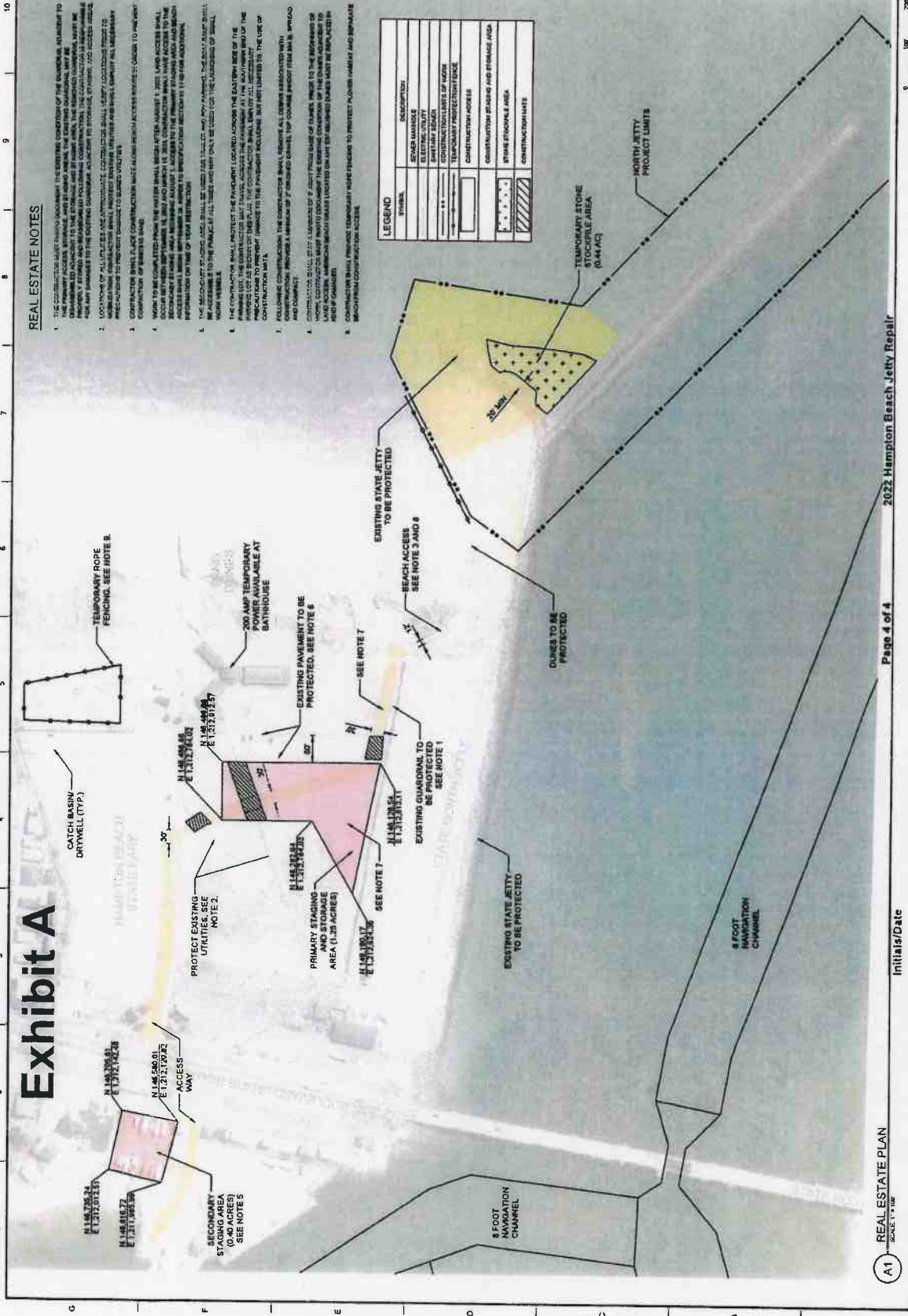
5-5-22
 Date

Concur:

 Sarah L. Stewart, Commissioner
 Department of Natural and Cultural Resources

5/10/22
 Date

Handwritten notes: *2022 Hampton Beach Jetty Repair*

Exhibit A



REAL ESTATE NOTES

1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CONDITION OF THE SURROUNDING ADJACENT TO THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
2. LOCATION OF ALL UTILITIES AND STRUCTURES SHALL BE MAINTAINED AND PROTECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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9. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

LEGEND	
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[Symbol]	TEMPORARY PROTECTION FENCE
[Symbol]	CONSTRUCTION ACCESS
[Symbol]	CONSTRUCTION STAGING AND STORAGE AREA
[Symbol]	STONE STOCKPILE AREA
[Symbol]	CONSTRUCTION LAKE

		REAL ESTATE PLAN REFERS TO THE NORTH JETTY HAMPTON BEACH HAMPTON BEACH JETTY REPAIR CONCORD, MA 01934-2141		SHEET NO RE-001
U.S. ARMY CORPS OF ENGINEERS CONCORD, MA 01934-2141		CONTRACTOR [Blank]		DATE [Blank]
PROJECT NO. [Blank]		SHEET NO. OF [Blank]		DATE [Blank]

MOTION

Director Levesque:

The Pease Development Authority (PDA) Board of Directors hereby approves of and authorizes adoption of the Final Proposed Amendments to the Schedule of Pilotage Fees and Pilotage Unit Rates, pursuant to Pda 311.01 of Chapter Pda 300, "Port Captains, Pilots and Pilotage", of the NH Code of Administrative Rules; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated December 7, 2022, attached hereto.




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: December 7, 2022
To: Pease Development Authority (PDA), Board of Directors
From: Geno Marconi, Division Director 
Subject: Final Proposed Amendment to the Schedule of Pilotage Fees and Pilotage Unit Rates

The Division of Ports and Harbors (the "Division") received a request from the Portsmouth Pilots, Inc. to amend the existing Schedule of Pilotage Fees and Pilotage Unit Rates. In accordance with RSA 12-G:42, XI, following PDA Board of Directors' approval of the Initial Proposed Pilotage Fees, and after a public comment period and review of any comments received, the Division is presenting the Final Proposed Amendment to the Schedule of Pilotage and Pilotage Unit Rates, attached hereto.

The Division had a public comment period from November 9 to December 6, 2022, during which time no comments were received.

There are no changes to the Initial Proposed Pilotage Fees and Pilotage Unit Rates presented to the PDA Board at its November 17, 2022 meeting. Therefore, the Division requests approval of the Final Proposed Amendments to the Schedule of Pilotage Fees and Pilotage Unit Rates with a recommended effective date of January 1, 2023.

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

STATE OF NEW HAMPSHIRE
PEASE DEVELOPMENT AUTHORITY — DIVISION OF PORTS AND HARBORS
FINAL PROPOSED SCHEDULE OF PILOTAGE FEES
AND PILOTAGE UNIT RATES

PORTSMOUTH HARBOR AND PISCATAQUA RIVER
(New rates shown in bold)

1.0 COMPUTATION OF PILOTAGE FEES AND UNITS:

- 11 Certain pilotage fees for inbound and outbound vessels as identified below are based on pilotage units. In each such case a minimum fee is also identified. If pilotage units are not used to set a fee, the fee is set on a flat fee or per unit or similar basis.
- 12 All measurements shall be in meters.
- 13 Pilotage units are computed by:
 - 1.3.1 Multiplying the overall length of the vessel (bow to stern) by the extreme breadth of the vessel (beam to beam);
 - 1.3.2 Multiplying the product of subsection 1.3.1 by the depth of the vessel to the uppermost continuous deck (bottom of keel to uppermost continuous deck); and
 - 1.3.3 Divide the product of subsection 1.3.2 above by 100.
- 14 The pilotage fees shall be an amount equal to 200% of the applicable charges, minimum charge ~~\$2100.00~~ **\$2415.00**, specified in this schedule for:
 - (a) Any self-propelled vessel lacking propulsion; or
 - (b) A pilot called out to a scene for any unscheduled event or emergency situation.
- 15 The pilotage rates for a submarine shall be:
 - (a) An amount equal to the applicable charges in subsection 2.1.1, 2.1.2, or 2.1.3, plus an additional ~~\$33.00~~ **\$38.00** per foot of draft; and
 - (b) Minimum units: 100.
- 16 An amount equal to all the fees incurred shall be added to the invoice when the fees are to be paid by any electronic method, including, but not limited to, direct deposit,

wire transfer, or credit card charge.

2.0 PILOTAGE FEES — TRANSIT CHARGES:

2.1 For vessels inbound or outbound, including barges, the charges payable under this section shall be as follows:

2.1.1 Per passage where line of demarcation is transited during passage:

- (a) Pilotage units multiplied by ~~\$3.56~~**\$4.09**; and
- (b) Minimum charge: ~~\$343.00~~ **\$400.00**;

2.1.2 Per passage where line of demarcation is not transited during passage (i.e. vessel shifting with harbor and river):

- (a) Pilotage units multiplied by ~~\$3.30~~**\$3.80**; and
- (b) Minimum charge: ~~\$240.00~~ **\$280.00**;

2.1.3 Docking or undocking charges:

- (a) Pilotage units multiplied by ~~\$0.92~~ **\$1.06**;
- (b) Minimum charge: ~~\$109.00~~ **\$150.00**; and
- (c) Must be paid, where applicable, in addition to any applicable per passage charge assessed under subsections 2.1.1 or 2.1.2 above; and

2.1.4 Vessel shifting at berth:

- (a) ~~\$562.00~~ **\$646.00** per call for assistance; and
- (b) Second pilot required for transit or turning off dock: ~~\$510.00~~ **\$600.00**

3.0 PILOTAGE FEES — PILOT DETENTION CHARGES:

3.1 Inbound or outbound vessels of any size:

3.1.1 Charge for canceling call for pilot within 4 hours of scheduled arrival time at the pilots' point of origin: (a) ~~\$290.00~~ **\$400.00** per call cancelled;

3.1.2 Charge for detaining pilot during the mooring or securing of vessel in excess of one hour once vessel is alongside of terminal:

- (a) ~~\$290.00~~ **\$400.00** per the first excess hour of detention or portion thereof;
- (b) ~~\$120.00~~ **\$138.00** per 20 minutes thereafter

3.1.3 Charge for canceling request for pilot due to fog, stress of weather, or vessel mechanical problem while pilot vessel is in transit to vessel requesting pilot:

- (a) Same as subsection 2.1.2; and

3.1.4 Charge for pilot not returned to shore and carried to sea on vessel:

- (a) ~~\$500.00~~ **\$575.00** per day or part thereof that pilot is detained at sea after outbound passage is complete, plus the cost of return to Portsmouth, New Hampshire, by the fastest means of first class travel available.

4.0 PILOTAGE FEES — MISCELLANEOUS CHARGES:

4.1 Inbound or outbound vessels of any size:

4.1.1 Charge for transporting a pilot launch to or from the pilot station (to be paid, where applicable, addition to other charges assessed pursuant to sections 2.0 and 3.0 above):

- (a) ~~\$180.00~~ **\$207.00** per single, one-way trip; and

4.1.2 Charge for transporting a pilot to or from a vessel at anchorage in lieu of boarding at pilot station:

- (a) ~~\$290.00~~ **\$400.00** per single, one-way trip.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *peb*
Date: December 2, 2022
Re: Special Events

I am pleased to report on the following special event:

1. Cisco Brewers Portsmouth (a/k/a Redhook) will be hosting the Greg Hill Foundation's Annual Jingle All the Way 5K road race held on December 10, 2022 starting at 7:00 a.m.

November 3, 2021

Jake Dodge
The Greg Hill Foundation
800 Cummings Park
Suite 3700
Woburn, MA 01801

Re: Right of Entry for Use of Road Network for Saturday December 10, 2022

Dear Jake:

This letter will authorize The Greg Hill Foundation with an address of 800 West Cummings Park, Suite 3700, Woburn, MA 01801 and /or any agent or contractor of The Greg Hill Foundation, 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. December 10, 2022, for the purpose of sponsoring, managing, and overseeing a 5K road race. This Right of Entry will expire at 5:00 p.m. on December 10, 2022, unless otherwise extended by written agreement of The Greg Hill Foundation and the Pease Development Authority ("PDA"). The PDA reserves the right to cancel this Right of Entry and the planned road race due to inclement weather or dangerous race conditions caused by weather, as determined by the PDA in its sole discretion, upon at least six (6) hours' notice to The Greg Hill Foundation.

This authorization is conditioned upon the following:

- 1) The Greg Hill 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. The Greg Hill 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 The Greg Hill Foundation's use of the Premises or the conduct of activities or the performances of responsibilities under this authorization. The Greg Hill 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 The Greg Hill Foundation's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

November 3, 2022

Re: Right of Entry for Use of Road Network for Saturday December 10, 2021

2) The Greg Hill 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. 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. The Greg Hill 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. The Greg Hill 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) The Greg Hill Foundation and any agent or contractor of The Greg Hill 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 The Greg Hill 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; (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) The Greg Hill 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. The Greg Hill Foundation shall provide the Pease Development Authority with copies of permission letters (or emails) from PDA tenants who have granted The Greg Hill 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) The Greg Hill Foundation's agreement herein that this letter of authorization does not constitute an exclusive interest in the Premises.

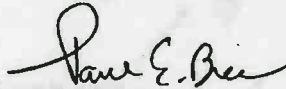
Page Three
November 3, 2022

Re: Right of Entry for Use of Road Network for Saturday December 10, 2021

- 6) The Greg Hill Foundation's agreement to secure all necessary State and/or local permits prior to the road race.
- 7) The Greg Hill Foundation's agreement to limit the number of participants, including runners and walkers, to no more than 2,000 participants.
- 8) The Greg Hill 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) The Greg Hill 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.

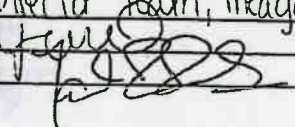
Please indicate by your signature below The Greg Hill Foundation's consent to, and agreement with, the above terms and return the same to me with evidence of insurance as required.

Very truly yours,


Paul E. Brean
Executive Director

Agreed and accepted this 14 day of November, 2022

The Greg Hill Foundation

By: Executive Director Team, Megan Wood
Sign and Print: Megan Wood
Its Duly Authorized: 



JINGLE CISCO

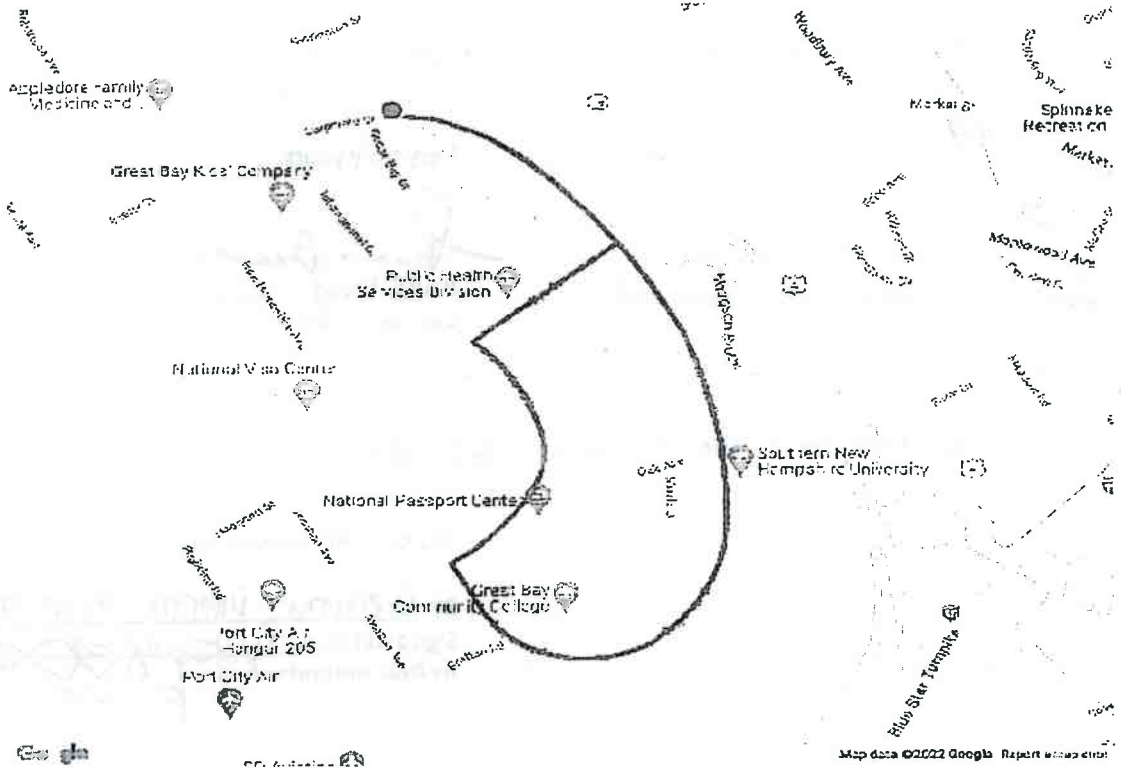
3.10 mi
Distance

101 ft
Elevation Gain

Run
Activity Type

Notes

[Empty dashed box for notes]



MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul Brean, Executive Director *PJB*
Date: December 2, 2022
Re: Employee Recognition

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

10 years

Whit Anderson, Division of Ports and Harbors Operations Manager

15 years

Susan Coleman, Finance - Accounting Technician

20 years

Beth Demaine, Engineering - Administrative Assistant
Liz LaCava, Finance – Administrative Assistant

30 years

Dane Kirkwood, PDA Facilities Maintenance
Robin Page, PDA Maintenance – Administrative Assistant