

Place: 55 International Drive –Board Conference Room

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**BOARD OF DIRECTORS' MEETING**

**AGENDA**

- I. Call to Order:**
- II. Acceptance of Meeting Minutes: Board of Directors' Meeting of March 16, 2023 \* (Conard)**
- III. Public Comment:**
- IV. Consent Agenda Items:**
  - A. Consent Agenda Approvals (Fournier):**
    - 1. Legal Services \* **(Ferrini)**
    - 2. Pease Golf Course - Tow Behind Seeder with Hydraulic Lift Kit \* **(Lamson)**
    - 3. WSP USA Environment & Infrastructure Inc. (fka Wood Environment & Infrastructure Solutions, Inc.) – Right of Entry Extension \* **(Levesque)**
    - 4. Pease Golf Course - Grill 28 Extension \* **(Fournier)**
    - 5. Life, Accidental Death & Dismemberment, Long Term Disability, and Short Term Disability Insurance \* **(Ferrini)**
    - 6. Martineau Electric – On-Call Electrical Maintenance Services \* **(Levesque)**
    - 7. Pease Aviation Partners (dba Million Air) – Conditional Use Permit Application Extension \* **(Conard)**
    - 8. Franklin Painting Co. Inc. - Airfield Painting – Products, Equipment Parts and Equipment Service \* **(Lamson)**
    - 9. Compass Facility Services, Inc. – Exercise of last option and Rate Increase \* **(Conard)**
- V. Committees:**
- VI. Old Business:**
- VII. Finance:**
  - A. Executive Summary \***
  - B. Reports:**
    - 1. FY2023 Financial Report for the Nine Month Period Ending March 31, 2023 \*
    - 2. Cash Flow Projections for the Nine Month Period Ending January 31, 2024 \*
    - 3. FY23 - Berry Dunn Engagement Letter and Pre-Audit Presentation \*

**VIII. Licenses/Rights of Entry/Easements/Rights of Way:**

**A. Report \*:**

1. NH Air National Guard – Major Accident Response Exercise

**IX. Leases:**

**A. Report \*:**

1. Sublease between 100 International, LLC and UBEO, LLC – 100 International Drive (Suite #352)
2. Sublease between Spyglass Development LLC and Aclara Meters LLC – 30 New Hampshire Avenue
3. Address Change – 80 Rochester Avenue to 100 New Hampshire Avenue

**X. Contracts:**

**A. Approval:**

1. Pease Golf Course - DAS Fire Protection – Design and Installation of Sprinkler System (Canopy Area) \* **(Fournier)**

**XI. Signs:**

**A. Report \*:**

1. Mass General Brigham (Wentworth Douglass Hospital) – Corporate Drive
2. Optima Dermatology - 111 New Hampshire Avenue

**XII. Executive Director:**

**A. Reports:**

1. Golf Course Operations \*
2. Airport Operations \*
  - a) Portsmouth International Airport at Pease (PSM)
  - b) Skyhaven Airport (DAW)
  - c) Noise Line Report
    - (i) April 2023 \*

**XIII. Division of Ports and Harbors:**

**A. Reports:**

1. Marine Contractors and Consultants, LTD – Right of Entry – 555 Market Street Terminal \*
2. Commercial Mooring for Hire – Kittery Point Yacht Club \*
3. Port Advisory Committee Meeting Minutes of February 8, 2023 \*
4. Piscataqua Maritime Commission - Right of Entry and Waiver of Fees - Hosting “Ernestina-Morrissey” and “NAO Trinidad” at Portsmouth Fish Pier \*
5. Right of Entry – Hampton Harbor Marine Facility – Hold Fast Charters, LLC \*

**B. Approval:**

1. Rights of Entry, Hampton Harbor Marine Facility \* **(Lamson)**
2. Rights of Entry, Rye Harbor Marine Facility \* **(Levesque)**
3. Right of Entry with Concession Agreement, Rye Harbor Marine Facility, Granite State Whale Watch Inc., dba Rye Harborside \* **(Ferrini)**

**XIV. New Business:**

**XV. Special Event:**

**XVI. Upcoming Meetings:**

Golf Committee	June 12, 2023 @ 8:30 a.m.
Finance Committee	June 12, 2023 @ 9:00 a.m.
Board of Directors	June 15, 2023 @ 8:30 a.m.
Noise Compatibility Committee	June 15, 2023 @ 6:30 p.m.


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

**XVII. Directors' Comments:**

**XVIII. Adjournment:**

**XIX. Press Questions:**

**XX. 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 Conard:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on April 20, 2023.



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

**Thursday, April 20, 2023**

**Presiding:** Stephen M. Duprey, Chairman  
**Present:** Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Steve Fournier; Margaret F. Lamson; Susan B. Parker; and Karen Conard  
**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, Director of the Division of Ports and Harbors ("DPH"); EJ Chea, Pease Golf Course ("PGC") Superintendent; Jared Sheehan, Environmental Compliance Manager; Tanya Coppeta Human Relations 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 March 16, 2023:**

Director Lamson **moved** the **motion** and Director Fournier **seconded** to approve the minutes of the Pease Development Authority Board of Directors meeting dated Thursday, March 16, 2023.

**Discussion:** None - Duprey abstained as he was not present at the March 16, 2023 meeting.

**Disposition:** Resolved by **unanimous** (6-0) vote for; motion **carried**.

Duprey expressed PDA's (Board and staff) **appreciation** for the time and dedication provided by former Director Erik Anderson during the last three years. Duprey commended Anderson for asking tough questions and noted PDA was lucky to have Anderson. Anderson was presented with an aerial photo of Pease. Erik Anderson stated it was a pleasure and an honor being on the PDA Board and working with staff.

**III. Public Comment:**

No public comment

**IV. Consent Agenda Items:**

Duprey spoke to the Consent Agenda and stated Levesque would make a motion to add a couple of additional items to the Consent agenda; there would be a roll call vote for the Consent agenda items. The Board was polled to see if any of the current items contained within the consent agenda should be pulled for a separate vote; no requests were made.

**A. Consent Agenda Approvals:**

Director Levesque moved the motion and Director Ferrini seconded that the Pease Development Authority Board of Directors to also include items X. B.1. Vehicle Replacement – Change Order and XIII. B.1. Northern Tide Yacht Charters LLC – Right of Entry – Hampton Harbor to the consent agenda.

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

Director Levesque moved the motion and Director Fournier seconded that the Pease Development Authority Board of Directors hereby moves that item numbers 1-6 from the consent agenda list below be approved as a single consent agenda item, and that the proposed motions included for each be incorporated into such approval as the operative motion for each item.

1. Legal Services
2. State Block Grant Application - Wildlife Fence Design – Skyhaven
3. State Block Grant Application – Automobile Parking Lot Design – Skyhaven
4. Alliance Group, Inc. –55 International Drive - HVAC Upgrade
5. Alliance Group, Inc. – Pease Air Traffic Control Tower – HVAC Upgrade
6. Portsmouth International Airport at Pease (PSM) Taxiway ‘A’ North Design
- X. B.1. Vehicle Replacement – Change Order and
- XIII. B.1. Northern Tide Yacht Charters LLC – Right of Entry – Hampton Harbor

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

**V. Committees:**

**A. Report:**

1. Port Committee

Director Levesque (“Levesque”) indicated the Committee met two weeks ago, discussed the Rye and Hampton Rights of Entry and received an update from Geno Marconi (“Marconi”), Director of the Division of Ports and Harbors.

2. Audit Committee
3. Finance Committee

Director Ferrini (“Ferrini”) indicated the two Committees met on Monday, April 17<sup>th</sup>, the members spoke to auditing services and were provided financial information which will be before the Board later in today’s meeting for discussion and consideration.

**VI. Old Business:**

**A. Approvals:**

1. Pease Aviation Partners (dba Million Air) – Site Review and Subdivision Application Extensions

Director Fournier moved the motion and Director Levesque seconded that 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), as follows:

- Extend the deadline for review of the Site Review Application by the Board of Directors at a public hearing to June 30, 2023; and
- Extend the deadline for review of the Subdivision Application by the Board of Directors at a public hearing to June 30, 2023; and
- Extend the deadline for completion of the site review process by the Board of Directors to June 30, 2023; and
- Extend the deadline for completion of the subdivision process by the Board of Directors to June 30, 2023, per 503.02(h) of the PDA Land Use Controls.

All in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated April 11, 2023.

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

## 2. 231 Corporate Drive LLC – 231 Corporate Drive – Revised Concept Approval

Director Parker moved the motion and Director Lamson seconded that the Pease Development Authority (“PDA”) Board of Directors approves the revised concept plan for the proposed development at 231 Corporate Drive and waives the requirement for a sidewalk along the parcel frontage; all in accordance with the memorandum of Michael R. Mates, Director of Engineering, dated April 11, 2023.

Discussion: Director Lamson (“Lamson”) appreciated the memorandum and rendering from the Engineering Department as it provided the necessary information clearly.

Disposition: Resolved by unanimous vote for; motion carried.

## 3. 165 Arboretum LLC – Development Agreement Extension

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 finalize and enter into a one year extension of the Development Agreement with 165 Arboretum, LLC regarding a potential development at 165 Arboretum Drive; all in accordance with the memorandum of Paul E. Brean, Executive Director, dated April 12, 2023.

Discussion: Director Parker (“Parker”) asked if the extension were related to the fact that there is a pipeline on the property that needs to be removed. Duprey indicated a JetA fuel line.

Disposition: Resolved by unanimous vote for; motion carried.



## **VII. Finance:**

### **A. Executive Summary**

Director of Finance, Suzy Anzalone (“Anzalone”) spoke to the first eight months and stated PDA’s operating revenues are 7.2% over budgeted estimates with operating expenses under budget by 4.6%. There are a few line items trending higher such as equipment maintenance related expenses and electricity but overall PDA is under budget in expenditures. The business units do not show any issues to report. PDA is maintaining a strong cash position and capital expenditures year-to-date (“YTD”) with granted funded projects representing \$4.9 million. Anzalone spoke to the anticipated strong cash flow through the end of the year which includes various inflows and outflows.

Duprey asked if the cash flow discussed were exclusive of Division of Ports and Harbors (“DPH”); Anzalone affirmed. Further, if DPH funds were included, the total would increase by approximately \$1 million. DPH’s impact is small so it would not have much of an effect on the cash inflows / outflows.

Duprey asked the size of the Finance Department; Brean indicated there are three and a half individuals who handle payroll, procurement, accounts payable / receivable, etc.

### **B. Reports:**

- 1. FY2023 Financial Report for the Eight Month Period Ending February 28, 2023**
- 2. Cash Flow Projections for the Nine Month Period Ending December 31, 2023**
- 3. Capital Improvement Plan FY2023 – FY209**

Anzalone spoke to the detail provided in Capital Improvement Plan (“CIP”) over the next six (6) years with the identification of 93 projects (grant / internally funded). The capital investments are approximately \$65 million, with \$38 million in grant funded and \$27 million in internally funded projects (74.8% directly related to the Portsmouth International Airport at Pease (“PSM”) and Skyhaven Airport (“DAW”)). Anzalone indicated the projects are anticipated, there may be flexibility in moving some projects up in the schedule. However, each project would be brought before the Board prior to starting any capital project.

Lamson asked of intersection improvements for consideration; Mike Mates (“Mates”) Engineering Director, spoke to design phase for Arboretum Drive, Pease Boulevard, driveway of Air National Guard and New Hampshire Avenue. This would be to build a right turn lane from New Hampshire Avenue onto Pease Boulevard which will reduce the cue length. Lamson asked if anything would be considered in the area of Corporate Drive and New Hampshire Avenue. Mates indicated it has been identified as a priority by VHB and it is being monitored, but has not been selected for a grant at this time.

Duprey spoke of discussions regarding strategic planning and the improvements. Further, Duprey spoke of PSM not being a major passenger airport and asked how many of the CIP projects are for maintenance and upgrading (how much should be done given PSM’s traffic). Brean stated PDA inherited a large amount of asphalt and concrete pavement necessary for NH ANG mission, which is where a large portion of the CIP and operating budget is utilized. Looking at the commercial terminal, Pease has been fortunate in receiving AIP funds and when PDA recognizes a terminal project it is recognizing it now to keep pace with the industry which is changing. Brean informed the

Board that the original terminal was designed before 9-11; it has been difficult to efficiently screen passengers and baggage. The improvements being made are based off the current numbers with a little growth; reassured the Board that Pease is not building square footage that is not going to be utilized. The Board is provided design studies that the FAA participates in and indicates where Pease is at and then an appropriate project is brought before the Board. Brean stated a majority of the projects go towards maintaining and reconstruction of the nav. aids associated with the airfield. This is a consideration from the original public land transfer as well as the commitment with the NH ANG and Air Force through the Joint Use Agreement. Duprey stated Pease will not become a Manchester or Portland airport; Brean affirmed. Further, Brean stated Pease has a different overall focus than Manchester and serves a niche market to provide affordable air service to and from the Seacoast.

Duprey stated PDA is supposed to be one-third concerned with the immediate communities; one-third concerned with the Seacoast area; and one-third concerned with the State.

Ferrini noted the importance of the Seacoast to the New Hampshire economy.

**C. Approval:**

**1. Auditing Services – Berry, Dunn, McNeil & Parker, LLC**

Director Conard moved the motion and Director Ferrini seconded that in accordance with the recommendation of the Audit Committee, the Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to enter into a three (3) year contract with the firm Berry, Dunn, McNeil and Parker, LLC to perform the annual external audit of the PDA’s consolidated financial statements for fiscal years ending 2023, 2024, and 2025, with up to three (3) one-year options to extend at the discretion of the Executive Director; all in accordance with the requirements of the Comptroller General of the United States and the provisions of the Single Audit Act, OMB Circular A-133, and with the memorandum from Suzy Anzalone, Director of Finance dated April 3, 2023.

Discussion: Fournier asked how long PDA has had Berry Dunn as its auditor; Anzalone stated since 2015. Fournier asked if PDA had any requirements that require a change; Anzalone indicated there is not. Further, she stated she explained to the Audit Committee that even public companies do not have a requirement to rotate auditing firms but there is a requirement to rotate audit partners every five (5) years. Anzalone spoke to an article she provided the Audit Committee and pointed out good practices that a non-profit or non-public company should follow.

Ferrini stated he participated in the ranking of the two firms who submitted auditing proposals and appreciated the sophistication and expertise of PDA staff in its review; he is confident in today’s recommendation.

Disposition: Resolved by unanimous vote for; motion carried.

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

**A. Report:**

1. ATDG, LLC – Right of Entry – 360 Corporate Drive
2. 165 Arboretum, LLC – Right of Entry Extension – 165 Arboretum Drive

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: ATDG, LLC  
License: Right of Entry  
Location: 360 Corporate Drive  
Purpose: For geotechnical review and site survey purposes  
Term: March 1, 2023 through June 30, 2023
2. Name: 165 Arboretum, LLC  
License: Right of Entry  
Location: 165 Arboretum Drive  
Purpose: Extension to Right of Entry for continued survey / site inspection purposes  
Term: Expires June 30, 2023

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

Duprey asked if 165 Arboretum will come to fruition; Brean stated all hands are on deck trying to come to a resolution. Further, Duprey stated he referred ATDG to Pease; it is a doctor who grew up in Concord, NH and practices in Exeter. ATDG is desirous of constructing a building in the area for its practice.

**IX. Leases:**

**A. Report:**

1. **Sublease between 222 International, Limited Partnership and Terraphase Engineering, Inc. – 222 International Drive (Suite #150)**

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

1. Tenant: Terraphase Engineering, Inc.  
Space: 222 International Drive (Suite #150)  
Use: General Office Use  
Term: Two (2) years, with one (1) three (3) year option.

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.



**X. Contracts:**

**A. Report:**

1. **EnviroVantage – Mold Remediation**
2. **Skyhaven Airport – Lakes Region Environmental – Annual Fuel System Inspection**
3. **Pease Golf Course – DAF Services, Inc. - Golf Course Irrigation Pump**

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

1. Project Name: EnviroVantage  
Board Authority: Director Fournier  
Summary: Mold Remediation at Pease Golf Course – Cart Storage  
Cost: \$3,975
2. Project Name: Lakes Region Environmental  
Board Authority: Director Fournier  
Summary: Annual Fuel System Inspection at Skyhaven Airport  
Cost: \$2,952.25
3. Project Name: DAF Services Inc.  
Board Authority: Director Fournier  
Summary: Pease Golf Course Irrigation Pump Replacement  
Cost: \$9,823.06

**B. Approvals:**

1. **Vehicle Replacement – Change Order**

This item was moved to item IV. A., and added to the Consent Agenda.

**XI. Signs:**

**A. Report:**

1. **Loftware - 249 Corporate Drive**
2. **Hubbell – 30 New Hampshire Avenue**

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

1. Entity: Loftware  
Location: 249 Corporate Drive  
Summary: Modify the existing signage to reflect updated Loftware logo.
2. Entity: Hubbell  
Location: 30 New Hampshire Avenue  
Summary: Update the existing two sided monument sign to reflect new tenancy.



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

**XII. Executive Director:**

**A. Reports:**

**1. Golf Course Operations**

EJ Chea (“Chea”) Pease Golf Course (“PGC”) Superintendent indicated all 27 holes were open on April 10<sup>th</sup>, as of April 19<sup>th</sup> there have been 4,746 rounds played which exceeds last year at this time of approximately 1,400 rounds.

Chea stated Grill 28 sat 20+ parties outside for Easter under the awning covering the patio. He also noted that Grill 28 has been recognized as a 5star brunch in the Seacoast area by Yelp. Further, the tent will be going up next week in time for the start of the leagues and functions. The simulators have wrapped up now that PGC is open.

Chea commended PGC’s seasonal staff who returned, for without them all 27 holes would not be open at this time.

**2. Airport Operations**

**a) Portsmouth International Airport at Pease (PSM)**

Brean stated heavy volume at PSM which is anticipated to continue through mid-summer and seeing a lot of NATO military activity. Brean indicated a couple of years ago, PSM’s runway was reconstructed at a cost of \$19 million and the Bangor Maine airport has a similar runway which is being reconstructed and its cost came in at \$40 million.

Strong commercial activity through Allegiant and military flights and anticipate in the near future going to the Board for a fuel flowage increase as a means to offset storm water improvements that are being made and rising insurance costs.

**b) Skyhaven Airport (DAW)**

Brean stated there are two State Block projects commencing at DAW anticipated for the summer.

**c) Noise Line Report**

**(i) March 2023**

Brean spoke to seven (7) noise inquiries during the month of March which were received while Runway 34 was in use; none being systemic.

**XI. Division of Ports and Harbors:**

**Reports:**

1. **Commercial Mooring Transfer – Moge to Felch, III**
2. **Commercial Mooring for Hire Applications**
3. **Commercial Mooring Transfer – Reid to Berghahn**

Marconi reported the Hampton floats were put in early as the cod fish season was open on April 1<sup>st</sup>, the Rye floats were put in the first of this week. Portsmouth Fish Pier is gearing up with lobster fishing as lobstering is primary in the state now due to regulations on ground fishing.

Marconi stated the rehabilitation and modification project at the Main Terminal is moving forward with seven of 54 pilings remaining and once that is complete will pour the deck. Have been working with NH DOT on the Functional Replacement and anticipate it will be out to bid sometime in July.

Marconi spoke of ships arriving over the next couple of weeks to on / off load cargo. One of which will be utilizing a laydown area at the Port to unload manufactured homes that will be loaded onto trucks and transferred up to Southern Maine. Marconi stated that the Marine Terminal is the only general cargo deep water facility on the Piscataqua River that has the ability to handle these types of projects.

**B. Approval:**

1. **Northern Tide Yacht Charters LLC – Right of Entry – Hampton Harbor**

This item was moved to item IV. A., and added to the Consent Agenda.

**XIV. New Business:**

**XV. Special Event:**

**A. Report:**

1. **26<sup>th</sup> Annual Cisco Brewers Portsmouth 5K Road Race scheduled for May 28, 2023**

**XVI. Upcoming Meetings:**

Capital Improvement and

Land Planning Committee

May 2, 2023 @ 2:00 p.m.

Board of Directors

May 18, 2023 @ 8:30 a.m.

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

## **XVII. Directors' Comments:**

Bréan welcomed Sean Clancy of the City of Portsmouth's Economic Development team who attended the Board meeting.

Duprey asked if PDA had a strategic business plan; Bréan stated there was a Master Plan for the airport and does not believe there has been a strategic plan since the original land transfer, which involved significant planning.

Duprey indicated most of Pease is developed; there have been discussions regarding consideration of up zoning as a means to determine a better use rather than having empty parking lots and ultimately creating some opportunities for economic development. Duprey spoke to the ability of PDA tenants to extend the lease term out to 74 years with improvement requirements made to leasehold area; airport terminal growth; projects at the port and harbors for multiple uses. Bréan indicated the airport is in good shape, as it is part of the FAA requirements. Further there is a master plan update in the CIP and strategic planning can be reviewed and brought before the Board in future for discussion / consideration.

Fournier spoke to the discussions had regarding the Golf Course and how the Seacoast is in need of convention space. Need to plan for not what is current, but rather look to the future.

Ferrini stated PDA is in a position to offer incentives whether or not a lease has been extended or not for changes when there are large parcels of land not being utilized.

Duprey agreed that we should be considering and looking out 5 to 10 years from now.

Fournier asked about potentially having a facilitator speak to the Board and ask for suggestions and insight.

Parker stated long term planning is now a shorter period of time, 3 years and under. Opportunities are opening up faster and suggested a strategic plan possibly could commence in 2024.

Duprey referenced how things have changed and progressed since PDA assumed the operations at Pease. It is important to have forward thinking and ideas to continue with a successful operation moving forward. There will be an ongoing need to continuously assess progress, potential adjustments incorporated.

Parker indicated the Board as a whole supports strategic planning and how it would be a good idea to move forward with the concept.

Ferrini stated it is how to free up existing leased land, reuse and incentives.

Duprey also expressed the importance of input from NH ANG and its future. Bréan spoke to recent discussions with General Mikoliatas and the importance of being diversified.

Levesque stated by having a strategic plan, it will allow for knowledge within the community and where Pease is headed.

Duprey stated as Million Air works through its process and the Board is sits as the Planning Board, it may be necessary to schedule a couple of days to allow individuals to provide their input and be heard regarding the project.

**XVIII. Adjournment:**

Director Levesque moved the motion and Director Lamson seconded to adjourn the Board meeting. Meeting adjourned at 9:20 a.m.

**XIX. Press Questions:**

No comments from the press.

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

Respectfully submitted,

  
Paul E. Brean  
Executive Director

## MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby moves that item numbers \_\_\_\_\_ from the consent agenda list below be approved as a single consent agenda item, and that the proposed motions included for each be incorporated into such approval as the operative motion for each item.

1. Legal Services \* ()
2. Pease Golf Course – Tow Behind Seeder with Hydraulic Lift Kit \* ()
3. WSP USA Environment & Infrastructure Inc. (fka Wood Environment & Infrastructure Solutions, Inc.) – Right of Entry Extension \* ()
4. Pease Golf Course – Grill 28 Extension \* ()
5. Life, Accidental Death & Dismemberment, Long Term Disability, and Short Term Disability Insurance \* ()
6. Martineau Electric – On-Call Electrical Maintenance Services \* ()
7. Pease Aviation Partners (dba Million Air) – Conditional Use Permit Application Extension \* ()
8. Franklin Painting Co. Inc. – Airfield Painting – Products, Equipment Parts and Equipment Service \* ()
9. Compass Facility Services, Inc. – Exercise of last option and Rate Increase \* ()



## MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$29,341.00 for payment of legal services provided by Sheehan Phinney Bass & Green and Anderson Kreiger; all in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated May 8, 2023, attached hereto.

## MEMORANDUM

**To:** Pease Development Authority Board of Directors  
**From:** Anthony I. Blenkinsop, Deputy Director / General Counsel *ACB*  
**Date:** May 8, 2023  
**Re:** Legal Services

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Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority ("PDA") in the months of March 2023 in a total amount of **\$27,028.00**, as follows:

March 1, 2023 – March 31, 2023	
(for Tradeport General Representation)	\$ 638.00
(for Town of Greenland v. Town of Newington)	\$ 7,946.00
(for Permit Implementation)	\$11,803.00
(for Market Street Terminal Reconstruction)	<u>\$ 6,641.00</u>
	<b>\$27,028.00</b>

Anderson Kreiger provided legal services to the PDA in the month of March 2023, in the amount of **\$2,313.00**.

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 **\$29,341.00**



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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: General Representation - Trade Port  
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CLIENT/CASE NO. 14713-10167  
BILLING ATTORNEY: Lynn J. Preston  
Invoice Number: 387281

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$638.00
TOTAL EXPENSES:	\$0.00
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TOTAL THIS BILL:	\$638.00
	-----
PREVIOUS BALANCE:	\$3,625.00
	-----
TOTAL BALANCE DUE:	\$4,263.00
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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](http://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: Town of Greenland v. Town of Newington  
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CLIENT/CASE NO. 14713-15497  
BILLING ATTORNEY: Lynn J. Preston  
Invoice Number: 387225

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$7,946.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$7,946.00
	-----
PREVIOUS BALANCE:	\$2,407.00
	-----
TOTAL BALANCE DUE:	\$10,353.00
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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](http://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

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$11,803.00

TOTAL EXPENSES: \$0.00  
-----

TOTAL THIS BILL: \$11,803.00  
-----

BALANCE DUE: \$11,803.00  
-----

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](http://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: Market Street Terminal Reconstruction  
-----

CLIENT/CASE NO. 14713-17464  
BILLING ATTORNEY: Lynn J. Preston  
Invoice Number: 387222

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$6,641.00
TOTAL EXPENSES:	\$0.00
	-----
TOTAL THIS BILL:	\$6,641.00
	-----
PREVIOUS BALANCE:	\$0.00
	-----
TOTAL BALANCE DUE:	\$6,641.00
	-----

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](http://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

April 20, 2023

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

Reference # 146427 / 1047-4136

In Reference To: Federal Regulatory Advice

## Professional Services

		<u>Hours</u>	<u>Amount</u>	
	<b>Attorney/Paralegal Summary</b>			
<b>Name</b>		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
David S. Mackey		2.50	620.00	1,550.00
Christina S. Marshall		1.40	545.00	763.00

## Payments

03/28/2023	Payment	CK#037460	12,372.00
			<u>Sub-total Payments: \$12,372.00</u>

Total Current Billing:	<u>\$2,313.00</u>
Previous Balance Due:	(\$1,905.01)
<b>Total Now Due:</b>	<b>\$407.99</b>

**PLEASE NOTE: ALL BALANCES DUE WITHIN 30 DAYS**

## MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into a contract with Finch Turf Inc., of Avon, MA to purchase a Tow Behind Seeder with Hydraulic Lift Kit for use at the PDA Golf Course for an amount not to exceed \$22,683.60; all in accordance with the memorandum from Scott DeVito, PGA General Manager dated May 4, 2023, attached hereto.

## MEMORANDUM

To: Paul Brean, Executive Director *Peb*  
From: Scott DeVito, General Manager – Pease Golf Course *SD*  
Date: May 4, 2023  
Subject: Request to Purchase Tow-Behind Seeder with Hydraulic Lift Kit (HPU)

---

This is a request to purchase a Tow-Behind Seeder with Hydraulic Lift Kit (HPU) from Finch Turf Inc. of 238 Bodwell Street, Avon, MA 02322 for use at the Pease Golf Course in an amount not to exceed \$22,683.60.

The Tow-Behind Seeder with Hydraulic Lift Kit (HPU) would be an addition to the Golf Course maintenance equipment list. This tool will allow staff to quickly address damaged turf on teeing areas, fairways, and rough due to compaction, heat, and excessive water. The best time to use the seeder is during peak growing season for faster recovery. The unit can be attached to any of the larger golf utility carts and used anytime during the normal work day without interfering with play. Per the bid specifications the equipment is scheduled to be delivered by June 5, 2023.

Bids received:

- Finch Turf Inc. Avon MA - \$22,683.60
- MTE Derry, NH - \$23,363.66

Funds for the equipment has been included in the Golf Course's capital schedule. At the May 18, 2023, Board meeting, please seek authority to purchase the Tow-Behind Seeder with Hydraulic Lift Kit (HPU) from Finch Turf Inc., in an amount not to exceed \$22,683.60, consistent with the above. Thank you for your consideration.



## MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to execute a Right of Entry with WSP USA (fka Wood Environmental & Infrastructure Solutions, Inc.) for the premises located at 35 Airline Avenue from June 1, 2023 through December 31, 2023; all in accordance with the draft Right of Entry dated May 10, 2023 attached hereto.

N:\RESOLVES\2023\WPS USA (fka Wood Environmant & Infrastructure) ROE (5-18-23).docx

May 10, 2023

**VIA Email: [joe.malone@wsp.com](mailto:joe.malone@wsp.com)**

Kathy Gross, Project Administrator

WSP USA Environment & Infrastructure Inc. (fka Wood Environment & Infrastructure Solutions, Inc.)

511 Congress Street

Portland, ME 04101

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

Dear Ms. Gross:

This letter will authorize WSP USA Environment & Infrastructure Inc. (fka Wood Environment & Infrastructure Solutions, Inc.) ("WSP") and/or its agents and contractors to continue to use and enter upon the premises located at 35 Airline Avenue in Portsmouth, NH, as shown on the attached **Exhibit A** (the "Premises") for the period on beginning June 1, 2023 through December 31, 2023, for the purpose of utilizing 3,200 square feet within the Premises at its sole risk, for storage of well testing equipment and associated materials; and for no other use without the prior express written consent of Pease Development Authority ("PDA"). This Right of Entry may be terminated by PDA at any time with or without cause upon providing one month's advance written notice to WSP. In no event will Right of Entry extend beyond December 31, 2023, unless otherwise extended by agreement of WSP and PDA.

1. WSP'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. WSP expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of WSP's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. WSP 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, judgements, costs and attorney's fees arising out of WSP's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Page Two

May 10, 2023

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

2. WSP agrees to pay PDA a total of \$350.00 per month, in advance, for the use of the Premises for the purpose of utilizing 3,200 square feet for storage of well testing equipment and associated materials; and for no other use without the prior express written consent of Pease Development Authority ("PDA").

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

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

5. WSP understands and acknowledges that during the Term, WSP shall coordinate its work schedule with the PDA's Engineering Department to ensure that the ongoing operations at the Tradeport are not unduly disrupted.

6. 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 WSPs' officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

7. WSP and its contractors expressly waive all claims against PDA for any such loss damage, bodily injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.



Page Three  
May 10, 2023

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

8. Municipal Services Fee. In addition to the Fee required to be paid under the terms of this ROE, WSP shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington, and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at Pease, which will be billed separately.

9. WSP's agreement herein that WSP shall be responsible for the cleanup of all debris on the Premises resulting from work performed by WSP and/or its agents and contractors.

10. WSP's agreement to maintain the Premises in a neat and orderly manner for the duration of this Right of Entry and to leave the Premises in a neat and orderly condition which is equal to or better than the condition of the Premises upon the commencement of this Right of Entry.

11. WSP's agreement herein that that PDA can terminate this Right of Entry with or without cause at any time. WEIC further agrees that upon receipt of thirty (30) days written notice from PDA it shall vacate the Premises and, at PDA's election, restore said premises to its condition prior to the commencement of any work.

12. No ground disturbing activities may occur without written approval from PDA Engineering through a PDA Dig Permit.

13. WSP's agreement that it is responsible for snow removal/treatment on the shared driveway as shown on Exhibit A to access the Premises from Airline Avenue.

Any term of this Right of Entry beyond December 31, 2023, is subject to the approval of the PDA Board of Directors.

Very Truly Yours,

Paul E. Brean  
Executive Director

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

Page Four  
May 10, 2023

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

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**WSP USA Environment & Infrastructure  
Inc. (fka Wood Environment &  
Infrastructure Solutions, Inc.)**

By: \_\_\_\_\_

Duly Authorized  
(Sign and Print)

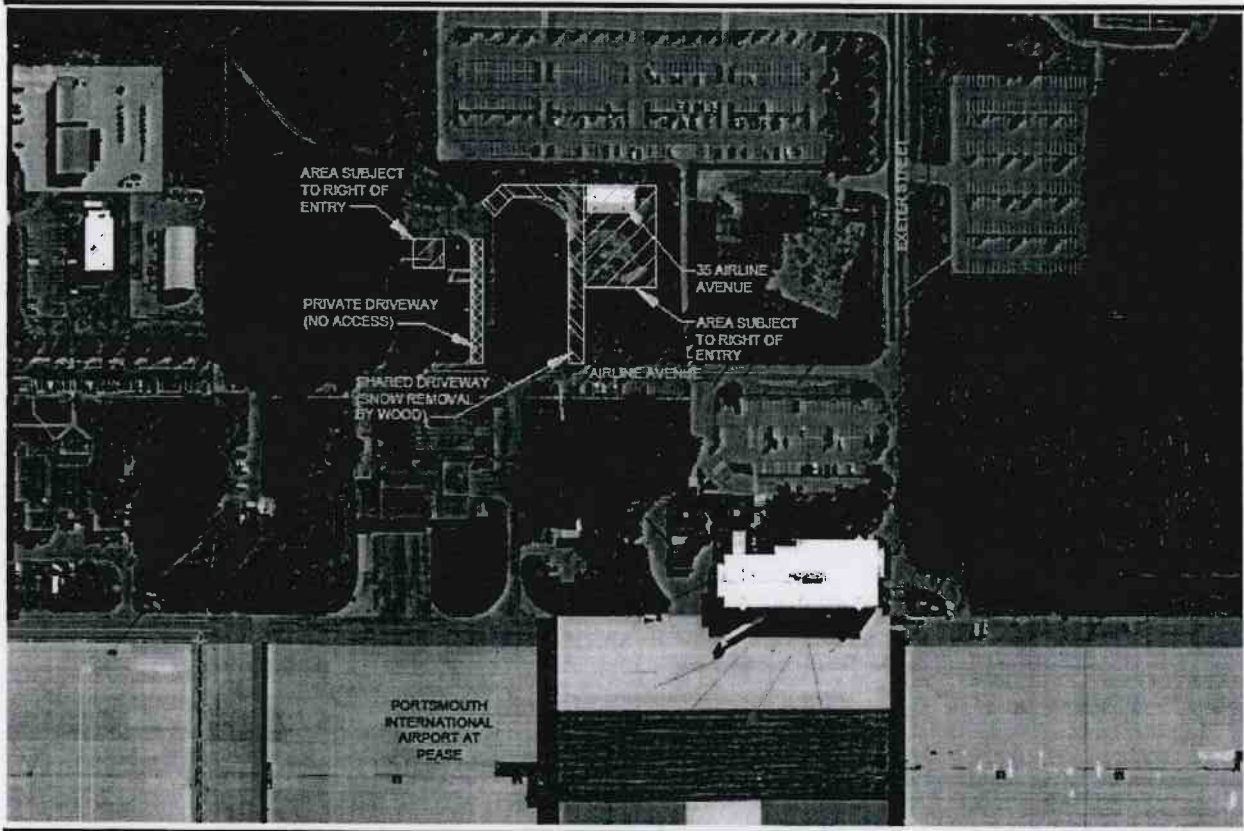
Its: \_\_\_\_\_

**DRAFT**

Page Five  
May 10, 2023

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

**EXHIBIT "A"**  
**PREMISES**



**35 Airline Avenue Right of Entry**

DESIGNED BY: MRM    DATE: 02/21    SCALE: 1"=200'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

**MOTION**


Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to enter into an amendment of the Food and Beverage Service Concession Agreement with Galley Hatch Restaurant, Inc., d/b/a Grill 28 to amend and extend the term of the agreement through October 31, 2025; all in accordance with the memo from Executive Director Paul E. Brean dated May 10, 2023, and attached hereto.



## MEMORANDUM

To: PDA Board of Directors

From: Paul E. Brean, Executive Director 

Date: May 10, 2023

Subject: Golf Course Food and Beverage Management Service Concession Agreement

---

The Pease Development Authority and the Galley Hatch Restaurant, Inc., d/b/a Grill 28 (“GHR”) are parties to a “Food and Beverage Management Service Concession Agreement at Pease Golf Course” regarding the operation of the Grill 28 restaurant. The agreement commenced April 1, 2009, and has been amended six times. In 2021, via Amendment 6, the PDA Board approved a two year extension which expires on October 31, 2023.

In 1991 when the Pease Golf Course opened, food and beverage was managed by a full time PDA Food and Beverage Manager, and all the support staff were PDA employees. Food service was limited to take-away cold sandwiches and a 12 seat full liquor bar. The majority of large golf tournaments and event functions hired their own caterers to provide food and beverages for participants due to limited space and equipment onsite.

Ultimately, a decision was made to contract out the food and beverage operation and a formal request for proposal (“RFP”) for concession services was issued in 1996. As a result of the RFP, a Food and Beverage Service Concession Agreement was executed with Galley Hatch Catering Services, Inc. (“GHC”) to provide daily food and beverage operations and serve as the exclusive caterer for all event functions held at the course. The concession contract was bid again in 2009 and GHC was awarded the contract a second time. On March 14, 2012, by virtue of an assignment GHR assumed the Food and Beverage Service Concession Agreement from GHC. The contract was extended in 2013 when the PDA Board approved a 5 year contract with two (2) one year options. Both the options in this contract were executed and the agreement was extended again in 2020-2021 related to the impact of COVID-19. Under the agreement, the PDA is currently paid a concession fee of 17% of gross sales

The concession contract and construction of a new clubhouse in 2010 has produced a successful food and beverage program that consists of year round full service dining, take-out, and function facilities. GHR is often recognized for the high quality food and beverage service it provides. The PDA has been

pleased with GHR's operation of Grill 28 and has recognized a significant growth in food and beverage revenue since 2013.

PDA has recently begun to look into the possible expansion of the Grill 28 space, as well as the construction of an associated year round event space at the Golf Course. GHR's expertise and input on what would be needed in such an expansion would be valuable given its historical knowledge of the operation of Grill 28, and its experience in the food service industry. While consideration of such an expansion is in its infancy, there is value in continuing the successful partnership between the PDA and GHR. With the foregoing in mind, PDA and GHR have discussed a two (2) year extension of the current agreement with minor changes to address certain cost allocations between the parties, and believe such an extension would be in both parties' best interests. These changes include:

- Grill 28 will purchase all front of the house equipment, restaurant supplies and merchandise not referenced in Exhibit I.
- Grill 28 will reimburse PDA twenty-five percent (25%) during the first year and fifty percent (50%) during the second year, on a quarterly basis, for the cumulative total of the following expenses: dumpster receptacle charge; electricity; propane gas charges; heat; cable / phone; cleaning services, chemicals and tent rental.

As such, at the May 18, 2023, meeting of the PDA Board of Directors, I request authority to enter into an amendment of the concession agreement with GHR to extend the term of the agreement through October 31, 2025, with additional changes consistent with the above and the attached draft Amendment 7, and with all other terms and conditions to remain the same.

**Exhibit I**  
**Kitchen and Bar Equipment**

**Kitchen**

8' x 10' Walk In Cooler  
8' x 10" Walk In Cooler with 4' x 8' Walk In  
Freezer Double Stack Convection Oven  
Four Burner Gas Range Top  
40" Hot Griddle Plate  
24" Gas Grill Top  
2 - Two basket Fryolators  
3 - 4' Floor Food Service Coolers  
7 - 8' Stainless Steel Counter Tops  
60' Stainless Steel Storage Rack Systems  
36" Reach In Freezer  
Stainless Steel Salad Station  
2 - Stainless Steel Sandwich Station  
900 lb Ice Machine  
Double Door Reach In Cooler  
Portable Grease Filter Unit  
High Temp Dish Washer Area  
Double Bin Dish Washer Area  
Reach In Hot Box  
10 Gallon Electric Mixer  
Stainless Steel Meat Slicer  
8' Stainless Steel Outdoor Gas Grill

**Bar**

2 - Under Counter Reach In Bottle Coolers  
Glass Washer  
2 - Three Quarter Keg Beer Coolers  
Beer Line Cooling System

## AMENDMENT NO. 7

### FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT AT PEASE GOLF COURSE

Owner: Pease Development Authority ("PDA")  
Concessionaire: Galley Hatch Restaurant, Inc. d/b/a Grill 28  
Contract Date: April 1, 2009

---

WHEREAS, Galley Hatch Restaurant, Inc. ("Grill 28" or "Concessionaire") assumed the Food and Beverage Service Concession Agreement at Pease Golf Course (the "Agreement") by virtue of an assignment from Galley Hatch Catering Services, Inc. dated March 14, 2012;

WHEREAS, the Agreement has been amended six (6) previous times; and

WHEREAS, the parties desire to extend the term of this Agreement, as amended, by two (2) additional years and to include additional provisions regarding certain cost allocations.

NOW THEREFORE, PDA and Grill 28 agree to this Amendment No. 7 to the Agreement, as follows:

1. Section 1, Paragraph 1 of Amendment 3 of the Agreement is amended to extend the term of the Agreement two (2) additional years, through October 31, 2025.

The following provisions are added and incorporated into the Agreement:

- a. Galley Hatch Restaurant Inc. shall be responsible for the purchase of any front of the house equipment, restaurant supplies, and merchandise, not referenced in Exhibit I, including, but not limited to glass / stemware; dinnerware; utensils; and bar necessities.
- b. Galley Hatch Restaurant Inc. shall be responsible to reimburse PDA twenty-five percent (25%) during year 1 of this Amendment No. 7 extension, and fifty percent (50%) during year 2 of this Amendment No. 7 extension, on a quarterly basis of the cumulative total of the following expenses: dumpster receptacle charge; electricity, propane gas charges; heat; cable / phone; cleaning services, chemicals and tent rental.



3. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect and continue to be binding upon the Parties.

In Witness Whereof, PDA and Grill 28 have agreed to the aforementioned Amendment No. 7 to the Agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Pease Development Authority**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Paul E. Breen, Executive Director

Date: \_\_\_\_\_

**Galley Hatch Restaurant, Inc.**

Witness: \_\_\_\_\_

\_\_\_\_\_  
John Jimos, President

Date: \_\_\_\_\_

**DRAFT**



**Exhibit I**  
**Kitchen and Bar Equipment**

**Kitchen**

8' x 10' Walk In Cooler  
8' x 10' Walk In Cooler with 4' x 8' Walk In  
Freezer Double Stack Convection Oven  
Four Burner Gas Range Top  
40" Hot Griddle Plate  
24" Gas Grill Top  
2 - Two basket Fryolators  
3 - 4' Floor Food Service Coolers  
7 - 8' Stainless Steel Counter Tops  
60' Stainless Steel Storage Rack Systems  
36" Reach In Freezer  
Stainless Steel Salad Station  
2 - Stainless Steel Sandwich Station  
900 lb Ice Machine  
Double Door Reach In Cooler  
Portable Grease Filter Unit  
High Temp Dish Washer Area  
Double Bin Dish Washer Area  
Reach In Hot Box  
10 Gallon Electric Mixer  
Stainless Steel Meat Slicer  
8' Stainless Steel Outdoor Gas Grill

**Bar**


2 - Under Counter Reach In Bottle Coolers  
Glass Washer  
2 - Three Quarter Keg Beer Coolers  
Beer Line Cooling System


## MOTION

Director Ferrini:

The Pease Development Authority Board of Directors authorizes the Executive Director to terminate its current agreement with Standard Insurance Company for employee Long Term Disability Insurance Coverage and Life and Accidental Death and Dismemberment Insurance coverage, and to enter into an agreement with MetLife Insurance Company for those coverages; all in accordance with the memorandum of Tanya Coppeta Human Relations Manager and Suzy Anzalone, Finance Director, dated May 2, 2023, attached hereto.

## Memorandum

To: Paul Brean, Executive Director 

From: Tanya Coppeta, Employee Relations Manager   
Suzy Anzalone, Finance Director

Date: May 2, 2023

Subject: Life, Accidental Death & Dismemberment, Long Term Disability, and Short Term Disability Insurance

---

The Pease Development Authority (PDA) currently provides employer paid Life, Accidental Death and Dismemberment (LADD), and Long Term Disability (LTD) coverage for its employees through Standard Life Insurance Company. In February, 2023, PDA entered into a one-year, fixed rate contract with Standard Life Insurance Company in the amount of \$32,507.00 to continue these coverages as we solicited quotes for Short Term Disability insurance.

The current one-year agreement allows the PDA to switch to another insurance provider at any time, without penalty, and was ratified by the Board of Directors at its meeting held on March 16, 2023. At that time, the intention was to return to the Board, in subsequent months, with quotes that include a Short Term Disability (STD) plan for approval. STD will be a voluntary, employee-paid benefit available to all regular, full-time PDA employees, and provides income replacement of 60% of an employee's weekly earnings for a period of 12 weeks, if an employee is unable to work due to injury or illness.

Working with our insurance broker, Davis and Towle, Life, AD&D, LTD and STD quotes were received from two companies, Standard Life Insurance Company and MetLife. The MetLife quote matches our current Life and AD&D coverage and rates with Standard insurance, is approximately 18% lower in cost than the Standard Life Insurance Company quote for LTD and STD, and offers a two-year rate hold.

At the May 18, 2023 meeting, please seek approval from the Board of Directors to terminate the Standard Life Insurance coverage and transition to MetLife Insurance Company for a period of two year(s) of Life, LTD, AD&D plans, with the addition of voluntary, employee-paid STD. Please see below for an annual cost comparison.

Provider	Long-term Disability Insurance	Life Insurance	Accidental Death and Dismemberment Insurance	Short-term Disability Insurance
Standard Insurance Current	\$18,240	\$10,179	\$933	N/A-no coverage
Met Life Proposed	\$11,273	\$10,179	\$933	N/A-Employee-paid
Cost Difference	\$(6744)	-	-	-

## MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations and to execute a contract with Martineau Electric for a period of three years with two one-year options to extend at the sole discretion of the Executive Director; in general accordance with terms and conditions set forth in the memorandum of Chasen Congreves, Director of Operations, dated May 4, 2023, attached hereto.

N:\RESOLVES\2023\Martineau Elec (05-18-2023).docx



## Memorandum

To: Paul Brean, CM, Executive Director *PAB*  
From: Chasen Congreves, CM, Director of Operations *CGC*  
Date: May 4, 2023  
Subject: Electrical Services On-Call Bid

---

The Pease Development Authority (“PDA”) recently issued a Request for Bids to provide on-call electrical services at PDA maintained facilities. Three (3) bids were submitted and publicly opened on May 3, 2023, at 10:00 a.m. EST. Interested contractors were requested to provide hourly rates and material mark-up costs and apply those to estimated quantities provided on the Bid Form. A spreadsheet detailing the submitted bids in greater detail is attached. The contract duration is three (3) years with two (2) one-year options to renew, exercisable at the discretion of the PDA Executive Director.

The responsive bids were:

Martineau Electric	\$64,525.00
Ayer Electrical	\$79,500.00
Moulison Electric	\$116,631.50

Martineau Electric has provided the lowest cost in comparison to the other bidders, which are all qualified to provide the required services. Therefore, this is to request approval from the PDA Board of Directors to award the On-Call Electrical Service Contract to Martineau Electric, of Dover, New Hampshire, consistent with its proposal submitted on May 3, 2023.

**BID TABULATION**

May 3, 2023

10:00 am

On-Call Electrical Maintenance Services

Business Name	Total Price	
Moulison Electrical	116,631.50	③
Ayer Electric	79,500.00	②
Martineau Electric	64,525.00	①

In Attendance: Chasen Congreves, PDA  
Melanie Walsh, PDA  
John Meehan, PDA

## MOTION

Director Conard:

The Pease Development Authority Board of Directors approves of an extension of the deadline to June 30, 2023, for the review of the Conditional Use Permit (“CUP”) application and corresponding recommendation of the Capital Improvement and Land Planning Committee, pertaining to a proposed development at 53 Exeter Street by Pease Aviation Partners, LLC (d/b/a Million Air).

All in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated May 9, 2023, attached hereto.

## Memorandum

To: Paul E. Brean, Executive Director *PEB*  
From: Michael R. Mates, P.E., Director of Engineering *MRM*  
Date: May 9, 2023  
Subject: Pease Aviation Partners Conditional Use Permit Application

On May 2<sup>nd</sup>, Pease Aviation Partners, LLC (“PAP”) dba Million Air, received a recommendation for approval from the PDA Capital Improvement and Land Planning Committee (“CILP”) of a conditional use permit application regarding wetland buffer impacts on property at 53 Exeter Street, where it is proposing development of a fixed base operator facility at Portsmouth International Airport at Pease. The application must next be heard by the full Board.

The PDA Land Use Controls lay out certain deadlines for conditional use permit processing. These are designed to ensure applicants that their land use applications move forward in a timely manner. Part 304-A.09(a)(1)(e) sets a 30 day time limit following the CILP recommendation for the full Board to review the recommendation and render a final decision on the application. Paragraph (f) allows the time limit to be waived subject to the consent of the applicant.

Applying the 30 day time limit to the PAP application produces a deadline of June 1, by which date the Board would need to complete the conditional use permit application review process. Last month, the Board extended the time limits for other land use applications related to this proposed development (the site review and subdivision applications) to June 30, 2023. In keeping with this approach of allowing ample time for project review and to simplify the differing deadlines related to project permitting, staff recommends that the Board also extend the hearing and final decision date for PAP’s conditional use permit application. PAP has agreed to this extension.

At this month’s Board meeting, please ask the Board to extend the deadline for review of the CILP Committee’s recommendation and render a final decision on the conditional use permit application by the Board of Directors at a public hearing to June 30, 2023, or otherwise waive the deadline per 304-A.09(a)(1)(e) and (f) of the PDA Land Use Controls.

N:\ENGINEER\Board Memos\2023\PAP CUP Extension1.docx

## MOTION

Director Lamson:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with Franklin Paint Company Inc. ("FPC") to procure airfield painting products, related equipment parts and equipment services for use at Portsmouth International Airport at Pease ("PSM") and Skyhaven Airport (DAW); all in accordance with the memorandum of Ken Conley, Maintenance Manager, dated May 8, 2023, attached hereto.



## Memorandum

To: Paul Brean, Executive Director *PAB*  
From: Ken Conley, Maintenance Manager *Ken Conley 5-8-23*  
Date: May 8, 2023  
Re: Airfield Painting: products, equipment parts and service contract

---

In April, 2023, the Pease Development Authority (“PDA”) issued a Request for Proposal (“RFP”) for the purpose of Procuring Airfield Painting products, related equipment parts, and equipment services. On May 8, 2023, one qualified proposal was received from Franklin Paint Co., Inc.

The one qualified proposal was evaluated utilizing the criteria identified in the RFP. During the review staff noted all RFP requirements were met. Due to the current volatile raw materials market costs have risen. As such, PDA saw fit to limit the term of the contract to the one season in hopes costs will return to historic levels in 2024. See pricing tables referenced below.

This is to request that you seek PDA Board approval at the May 18, 2023 meeting, to enter into a procurement and service agreement with Franklin Paint Co., Inc. The contract period will be for one season, defined as May 15<sup>th</sup> through October 1<sup>st</sup> in the current calendar year.

**Equipment parts and repair services**

1	Normal Business Hours Rate for Graco Technician (7 a.m. to 5 p.m.) (Monday thru Friday)	Technician per hour	1 Hours	\$ <u>75.00</u>
2	Equipment Pickup and delivery Rate, 7 Lee St Portsmouth NH	Total per trip	1 Trip	\$ <u>200.00</u>
3	Discount rates for OEM Graco replacement parts	List price discount	%	% <u>5</u>

**Paint and supplies**

1	Airfield marking Paint Type I, TT-P-1952F and Paint containers	Paint per 5 gal - Containers - - Paint per 275 gal - Containers - -	White Yellow Black White Yellow Black	\$ <u>91.25</u> \$ <u>92.75</u> \$ <u>83.50</u> \$ <u>4,633.75</u> \$ <u>4,716.25</u> \$ <u>4,207.50</u>
2	Beads (glass spheres) retro reflective TT-B-1325D	per bag-  per pallet-	Type I Type III  Type I Type III	\$ <u>38.00</u> \$ <u>325.00</u>  \$ <u>1420.00</u> \$ <u>12,000</u>
3	Product Delivery charge to 7 Lee St Portsmouth NH	Per truckload-  Per tote-  per pallet-		\$ <u>750.00</u>  \$ <u>225.10</u>  \$ <u>98.00</u>

## MOTION

Director Conard:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to exercise the PDA’s final option with Compass Facilities Services and to approve a 3.5% (three and a half percent) price increase, for the purpose of providing janitorial services to PDA facilities (Division of Ports and Harbors Market Street Facility, Portsmouth International Airport at Pease, Pease Golf Course and the PDA Corporate Offices); all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated May 1, 2023, attached hereto.

## Memorandum

To: Paul E. Brean, Executive Director *PEB*  
From: Chasen Congreves, Director of Operations *CC*  
Date: 5/1/23  
Subject: Extension of Compass Contract with Increase to Contract price

In July 2019 the Pease Development Authority (“PDA”) and Division of Ports and Harbors (“DPH”) entered into a contract with Compass Cleaning Services (“Compass”) for janitorial services at all PDA and DPH facilities. Since 2020, and the onset of the pandemic, the locations requiring cleaning services have been expanded. Specifically, the terminal expansion, relocation of the badging office to 55 International Drive, and increased frequency of scheduled commercial flights at the Airport Terminal have led to increased responsibilities and cleaning hours provided by Compass. In addition, Compass has undergone extensive training to meet Transportation Security Administration (“TSA”) and Federal Aviation Administration (“FAA”) regulations, while also satisfying PDA expectations in the performance of its cleaning work throughout the PDA and DPH facilities.

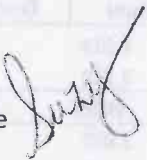
PDA would like to exercise the final one year option of its contract with Compass. As a result of the ongoing labor shortage and impacts of inflation, Compass informed the PDA of its request to increase its contractual cost by 3.5% as its employee wages were increased by 18% to retain employees. Understanding, the parties’ contract specifically provides the PDA the discretion to exercise the option, PDA recognizes Compass would likely fail in its primary duties under the contract without adequately trained staff. Should Compass be unable to meet its contractual obligations due to staffing issues, PDA would experience extreme hardship obtaining and undertaking a new cleaning contract and outfitting a new janitorial service, which would likely result in a price increase for services beyond the 3.5% referenced above. With the foregoing in mind, staff finds the proposed fee increase request reasonable in light of current market circumstances.

At the May 18, 2023, PDA Board of Director’s meeting, please request authority from the Board to agree to a 3.5% price increase for the final contract option year with Compass Cleaning for janitorial services.



**Date:** May 1, 2023

**To:** Paul Brean, Executive Director

**From:** Suzy Anzalone, Director of Finance 

**Subject:** Executive Summary- Financial Reports

In anticipation of the upcoming May 18, 2023 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the nine months ended March 31, 2023:

**Consolidated Results**

<b>Pease Development Authority - Consolidated</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	14,074	13,154	920
Operating Expenses	11,017	11,449	432
<b>Operating Income</b>	<b>3,057</b>	<b>1,705</b>	<b>1,352</b>
Depreciation	5,098	5,358	260
Non Oper. (Inc)/Exp	(34)	1	35
<b>Net Operating Income (Loss)</b>	<b>(2,007)</b>	<b>(3,654)</b>	<b>1,647</b>

Consolidated operating revenues through March totaled \$14.1 million, resulting in performance trending \$920,000 (7.0%) favorable to budget. Revenue line items trending higher included fuel flowage, fuel sales, concession revenue, parking fees and wharfage and dockage fees. Year-to-date golf revenue is under budget, but we expect results to improve now that the course is open.

Consolidated operating expenses through March totaled \$11.0 million, which is \$432,000 (3.8%) under budget. Overall wages and benefits continue to trend under budget (2.8% favorable year-to-date). You will note that overtime and part time wages are higher than budget due to snow-related overtime and additional seasonal and temporary part-time staffing. Facilities expenses, although trending favorably overall by \$125,000, include cost overruns in equipment maintenance and environmental testing expenses. Electricity expenses are also higher than budget (32.1% unfavorable). We are now paying market rate for the supply portion of our electricity, but are pursuing entering into a new supplier contract. Fuel expenses are also over budget, driven by higher consumption and pricing.

Our net operating loss through March 31<sup>st</sup>, which includes depreciation and non-operating income and expenses, was negative \$2.0 million, performing favorably against the budgeted loss of negative \$3.6 million



## Business Unit Performance

### Portsmouth Airport

<b>Portsmouth Airport ( PSM) incl Security</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,914	1,587	327
Operating Expenses	2,793	2,651	(142)
<b>Operating Income</b>	<b>(879)</b>	<b>(1,063)</b>	<b>185</b>
Depreciation	3,362	3,493	131
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>(4,240)</b>	<b>(4,556)</b>	<b>316</b>

Strong results at Portsmouth Airport with year-to-date revenue performing 20.6% higher than budget. Favorable line items include parking fees, fuel flowage fees, concession fees and lease option revenue. PSM year-to-date expenses are \$142,000 (5.4%) over budget mainly driven by higher electricity costs.

### Skyhaven Airport

<b>Skyhaven ( DAW)</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	181	158	24
Operating Expenses	196	193	(2)
<b>Operating Income</b>	<b>(14)</b>	<b>(36)</b>	<b>21</b>
Depreciation	309	358	49
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>(323)</b>	<b>(394)</b>	<b>70</b>

Year-to-date revenue for Skyhaven is favorable by \$24,000 (14.9%) mainly derived from higher fuel revenue. Total gallons sold on a year-to-date basis are slightly lower than prior year (11,108 gallons FY23 vs. 11,730 gallons in FY22). However, fuel prices have increased 26% since March 2022 resulting in higher fuel revenue as well as expense.

### Tradeport

<b>Tradeport</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	7,227	7,244	(17)
Operating Expenses	398	423	25
<b>Operating Income</b>	<b>6,829</b>	<b>6,820</b>	<b>8</b>
Depreciation	554	665	110
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>6,274</b>	<b>6,156</b>	<b>119</b>

Tradeport operating revenue is under budget by \$17,000 and is related to 'other miscellaneous revenue', but offset by facility rental revenue which is trending higher by \$38,000. Year-to-date operating expenses are favorable by \$25,000, mainly driven by cost underruns in building and facilities.

## Golf Course

<b>Pease Golf Course</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,299	2,277	22
Operating Expenses	1,777	1,748	(29)
<b>Operating Income</b>	<b>522</b>	<b>529</b>	<b>(7)</b>
Depreciation	282	272	(10)
Non Oper. (Inc)/Exp	(0)	(0)	0
<b>Net Operating Income (Loss)</b>	<b>240</b>	<b>256</b>	<b>(17)</b>

Golf Course revenue through March is \$22,000 favorable, mainly attributable to higher concession fee revenue but offset by lower golf fees. Now that the course has opened, we expect positive results for the remainder of the fiscal year. Operating expenses are over budget by \$29,000 and include higher expenditures for equipment repairs, credit card fees and golf cart rental fees.

## Division of Ports and Harbors-Unrestricted

<b>Division of Ports and Harbors (Unrestricted)</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	2,314	1,762	552
Operating Expenses	2,146	2,048	(98)
<b>Operating Income</b>	<b>168</b>	<b>(286)</b>	<b>454</b>
Depreciation	465	456	(10)
Non Oper. (Inc)/Exp	(2)	(2)	0
<b>Net Operating Income (Loss)</b>	<b>(296)</b>	<b>(740)</b>	<b>445</b>

Strong financial performance at the DPH with year-to-date revenue coming in higher than budget by \$552,000 (31.3%). Fuel sales and wharfage and dockage fees are the main contributors. Consequently, expense overruns of \$98,000 are mainly brought about by higher fuel consumption but offset by cost underruns in building and facilities expenses.

## Balance Sheet/Statement of Net Position

(\$ 000's)	As of 3/31/2023	As of 3/31/2023
<b>Assets</b>		
Current Assets	20,098	18,116
Restricted Assets	1,525	1,428
Non-Current Assets	293,627	264,016
<b>Total Assets</b>	<b>315,250</b>	<b>283,560</b>
<b>Deferred Outflows of Resources</b>	<b>3,705</b>	<b>4,202</b>
<b>Liabilities</b>		
Current Liabilities	3,576	5,247
Non-Current Liabilities	12,002	14,556
<b>Total Liabilities</b>	<b>15,579</b>	<b>19,802</b>
<b>Deferred Inflows of Resources</b>	<b>201,506</b>	<b>175,253</b>
<b>Net Position</b>		
Net Invest. in Cap Assets	96,396	92,837
Restricted	1,302	1,217
Unrestricted	4,172	(1,349)
<b>Total Net Position</b>	<b>101,870</b>	<b>92,706</b>

PDA's consolidated balance sheet as of March 31<sup>st</sup> includes current assets totaling \$20.0 million, comprised of \$10.7 million in unrestricted cash, \$8.4 million in trade and lease receivables and \$0.9 million in other current assets.

Year-to-date capital expenditures (which are included in non-current assets) totaled \$5.4 million, of which \$4.5 million represent grant funded projects. Significant projects for the PDA include Corporate Drive drainage, Taxiway A repairs, snow removal equipment and the Arrivals Hall expansion. DPH projects include the Market Street Main Wharf, functional replacement of the Barge Dock, replacement of Hampton floating docks and security improvements at the Market Street terminal.

Current liabilities of \$3.6 million are largely related to trade accounts payable and various accrued expenses.

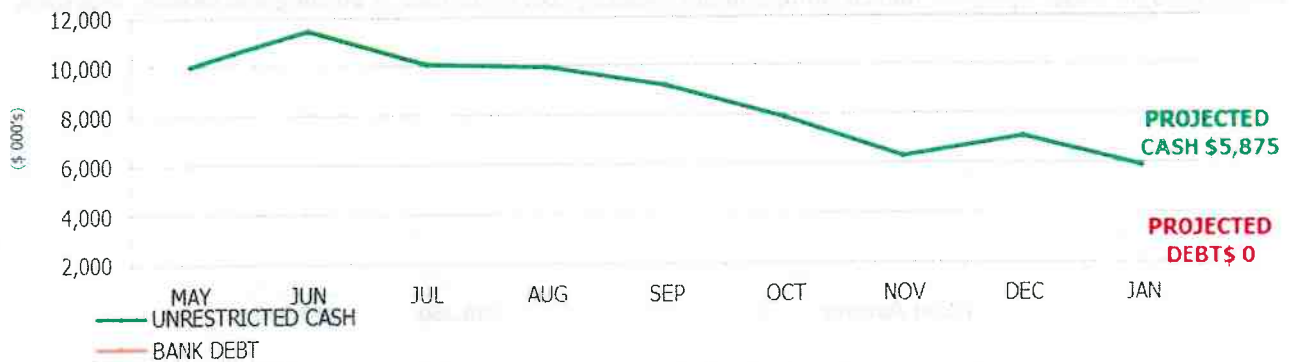
**Cash Flow Projections for the Nine Month Period Ending January 31, 2024 (excluding DPH)**

During the next nine-month period, cash inflows are projected at \$19.2 million, mainly provided by operating revenues as well as \$5.0 million in grant funding.

Cash outflows over the next nine months are estimated at \$22.7 million and include \$10.6 million in grant and non-grant related capital expenditures. Significant grant funded expenditures include the Arrivals Hall expansion and snow removal equipment.

Our cash position is expected to drop to just below \$6 million over the next nine months as we get underway with some of the larger capital projects. Although still a strong cash position, we will continue to manage capital and operating expenditures to ensure we maintain adequate reserves.

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 NINE MONTH PERIOD  
ENDING MARCH 31, 2023**



**BOARD OF DIRECTORS MEETING  
MAY 18, 2023**



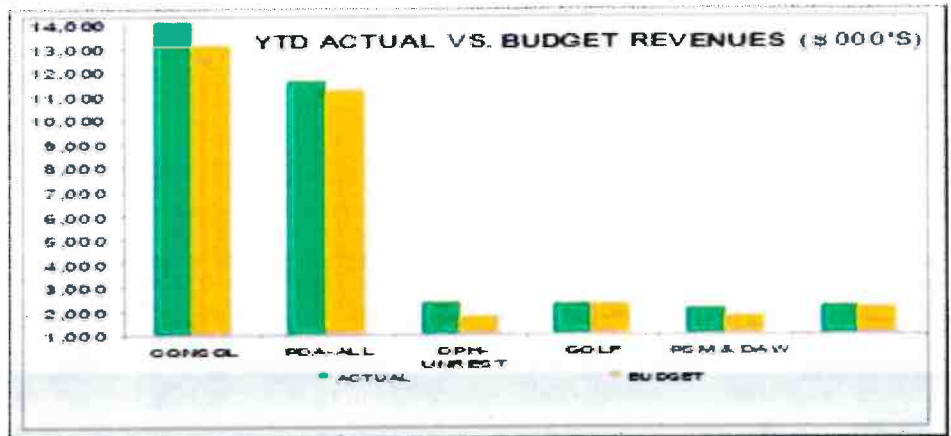
# PEASE DEVELOPMENT AUTHORITY

## Revenues and Expenditures –Nine Months Ended March 31, 2023

**Trends:**

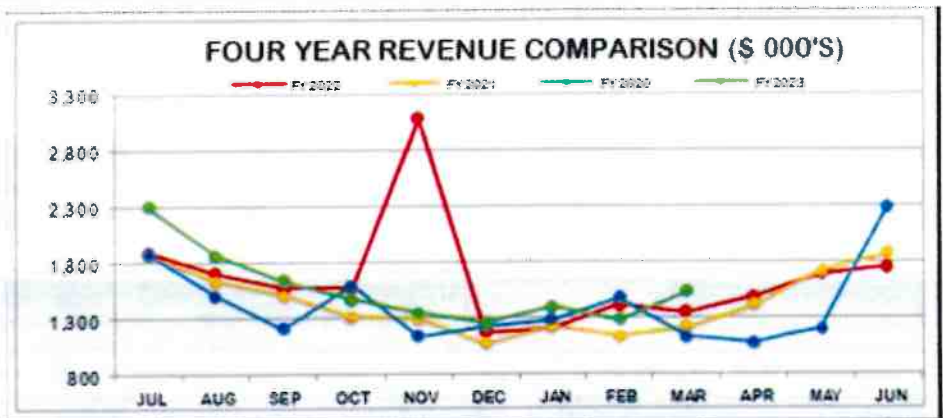
**YTD revenue higher by 7.0%:**

- Fuel Flowage, Parking fees, Fuel Sales, Concession revenue, Parking and Wharfage & Dockage fees trending higher than budget.
- Offset by lower revenue in Golf fees.



**Trends:**

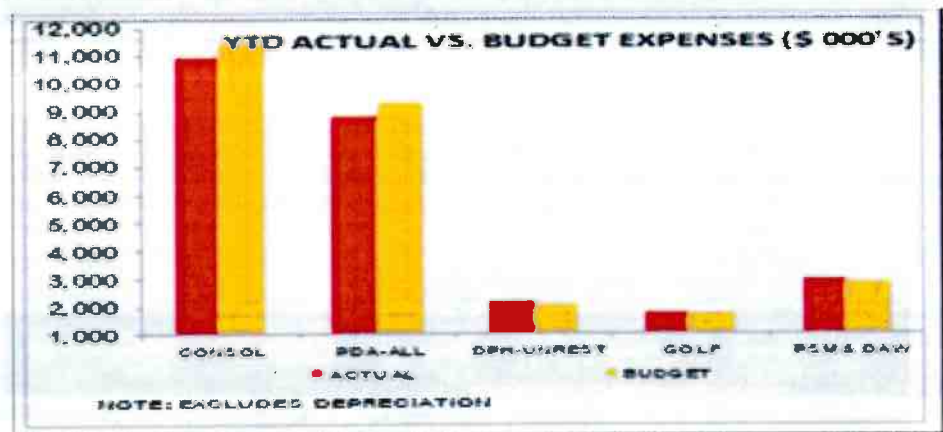
- **November 2021** includes sale of 30 NH Ave
- **July revenues** include annual rent payment-Great Bay Comm. College
- **June revenues** include increase in Golf fee revenue



**Trends:**

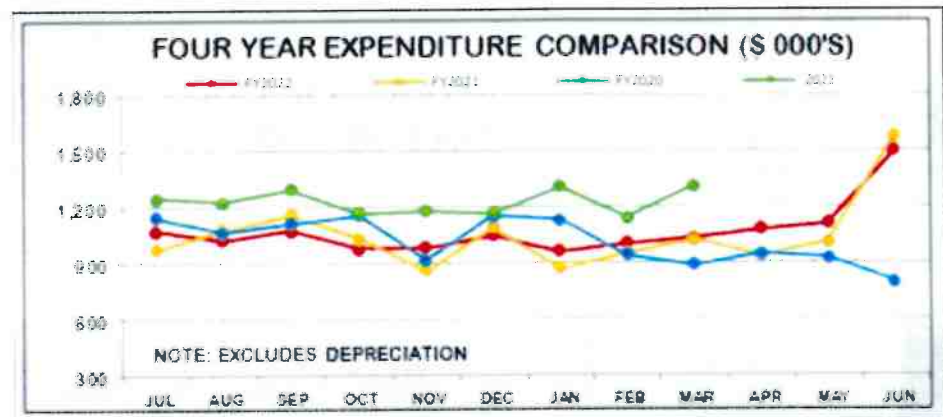
**YTD Operating Expenses lower by 3.8%:**

- Wages & Benefits, Facilities, Professional Svcs. & Marketing trending lower than budget
- Offset by cost overruns equipment maintenance, credit card fees, business insurance, electricity, fuel purchases and golf cart lease expense



**Trends:**

**June 2020-June 2022** – Retirement OPEB year end adjustments





**PEASE DEVELOPMENT AUTHORITY**  
**Consolidated Statement of Revenues and Expenses**  
**For the nine Months Ending March 31, 2023**

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
<b>FACILITY RENTAL</b>								
FACILITIES	\$892,183	\$885,772	\$6,411	0.7%	\$8,178,232	\$8,126,655	\$51,577	0.6%
CARGO AND HANGARS	14,395	13,685	709	5.2%	126,873	124,478	2,395	1.9%
	<u>906,578</u>	<u>899,457</u>	<u>7,121</u>	<u>0.8%</u>	<u>8,305,105</u>	<u>8,251,133</u>	<u>53,972</u>	<u>0.7%</u>
CONCESSION REVENUE	31,184	26,843	4,341	16.2%	416,722	301,476	115,246	38.2%
<b>FEE REVENUE</b>								
AVIATION FEES	111,788	114,333	(2,545)	(2.2%)	112,808	115,379	(2,571)	(2.2%)
FUEL FLOWAGE	55,263	58,927	(3,665)	(6.2%)	446,867	345,124	101,744	29.5%
PSM TSALEO REVENUE		1,856	(1,856)	(100.0%)	15,920	16,708	(788)	(4.7%)
PSM SECURITY REVENUE	1,565	2,411	(846)	(35.1%)	16,205	21,695	(5,490)	(25.3%)
GOLF FEES	13,162	65,000	(51,838)	(79.8%)	1,343,259	1,438,209	(94,950)	(6.6%)
GOLF SIMULATORS	25,018	6,500	18,518	284.9%	124,586	66,230	58,356	88.1%
GOLF MEMBERSHIPS				-	255,292	271,875	(16,583)	(6.1%)
GOLF LESSONS	1,624	641	983	153.4%	26,092	20,646	5,446	26.4%
MOORING FEES	39,637	38,750	887	2.3%	356,734	348,750	7,984	2.3%
PARKING	74,840	82,765	(7,925)	(9.6%)	455,936	375,092	80,844	21.6%
PIER USAGE FEES	8,606	8,417	189	2.2%	88,061	75,750	12,311	16.3%
REGISTRATIONS	3,702	21,358	(17,656)	(82.7%)	132,869	108,549	24,320	22.4%
TERMINAL FEES				-				-
WHARFAGE AND DOCKAGE	207,699	60,000	147,699	246.2%	545,713	305,000	240,713	78.9%
	<u>542,904</u>	<u>460,958</u>	<u>81,946</u>	<u>17.8%</u>	<u>3,920,342</u>	<u>3,509,007</u>	<u>411,334</u>	<u>11.7%</u>
FUEL SALES	15,593	20,090	(4,497)	(22.4%)	810,795	559,597	251,199	44.9%
<b>INTEREST INCOME</b>								
LOAN INTEREST	3,593	2,583	1,010	39.1%	25,338	23,250	2,088	9.0%
<b>OTHER REVENUES</b>								
MERCHANDISE	11,831	16,903	(5,072)	(30.0%)	201,440	197,941	3,499	1.8%
ALL OTHER	21,178	30,958	(9,780)	(31.6%)	394,384	311,359	83,025	26.7%
	<u>33,009</u>	<u>47,861</u>	<u>14,851</u>	<u>31.0%</u>	<u>595,824</u>	<u>509,300</u>	<u>(86,524)</u>	<u>(17.0%)</u>
<b>TOTAL OPERATING REVENUE</b>	<b>1,532,861</b>	<b>1,457,792</b>	<b>75,068</b>	<b>5.1%</b>	<b>14,074,126</b>	<b>13,153,763</b>	<b>920,363</b>	<b>7.0%</b>
<b>OPERATING EXPENSES</b>								
<b>WAGES AND FRINGE BENEFITS</b>								
<b>WAGES</b>								
BENEFITED REGULAR	415,439	410,454	(4,985)	(1.2%)	3,467,005	3,669,618	(202,613)	(5.5%)
BENEFITED OVERTIME	38,142	14,601	(23,540)	(161.2%)	224,994	189,826	(35,168)	(18.5%)
NON-BENEFITED REGULAR	94,107	89,026	(5,082)	(5.7%)	725,409	650,369	(75,040)	(11.5%)
NON-BENEFITED OVERTIME	4,213	4,702	489	10.4%	29,745	36,511	(6,766)	(18.5%)
ACCRUED VACATION BENEFITS	(4,746)	1,008	5,754	570.6%	(13,502)	9,075	22,577	248.8%
ACCRUED SICK TIME BENEFITS	529	433	(96)	(22.2%)	1,267	3,900	(2,633)	(67.5%)
	<u>547,684</u>	<u>520,224</u>	<u>(27,460)</u>	<u>(5.3%)</u>	<u>4,434,918</u>	<u>4,559,299</u>	<u>(124,381)</u>	<u>(2.7%)</u>
WAGE TRANSFERS OUT				-	(4,383)		4,383	-
	<u>547,684</u>	<u>520,224</u>	<u>(27,460)</u>	<u>(5.3%)</u>	<u>4,430,535</u>	<u>4,559,299</u>	<u>(128,764)</u>	<u>(2.8%)</u>
<b>BENEFITS</b>								
DENTAL INSURANCE	5,669	5,902	232	3.9%	48,864	53,117	(4,253)	(8.0%)
HEALTH INSURANCE	106,764	112,153	5,389	4.8%	915,558	1,009,377	(93,820)	(9.3%)
LIFE INSURANCE	3,332	2,676	(657)	(24.5%)	24,937	24,082	(855)	(3.6%)
NEW HAMPSHIRE RETIREMENT	58,030	64,212	6,182	9.6%	516,797	577,909	(61,112)	(10.6%)
POST RETIREMENT BENEFITS	10,922	10,216	(706)	(6.9%)	91,442	91,946	(504)	(0.5%)
EMPLOYEE DRUG TEST		170	170	100.0%	1,258	1,530	(272)	(17.8%)
OPEB EXPENSE				-				-
EMPLOYER FICA	41,141	38,851	(2,290)	(5.9%)	329,660	345,780	(16,120)	(4.7%)
UNEMPLOYMENT INS				-				-
	<u>225,858</u>	<u>234,180</u>	<u>8,321</u>	<u>3.6%</u>	<u>1,928,516</u>	<u>2,103,741</u>	<u>(175,226)</u>	<u>(8.3%)</u>
BENEFIT TRANSFERS OUT				-				-
	<u>225,858</u>	<u>234,180</u>	<u>8,321</u>	<u>3.6%</u>	<u>1,928,516</u>	<u>2,103,741</u>	<u>(175,226)</u>	<u>(8.3%)</u>
<b>TOTAL WAGES &amp; BENEFITS</b>	<b>773,542</b>	<b>754,404</b>	<b>(19,139)</b>	<b>(2.5%)</b>	<b>6,359,051</b>	<b>6,663,040</b>	<b>(303,990)</b>	<b>(4.6%)</b>

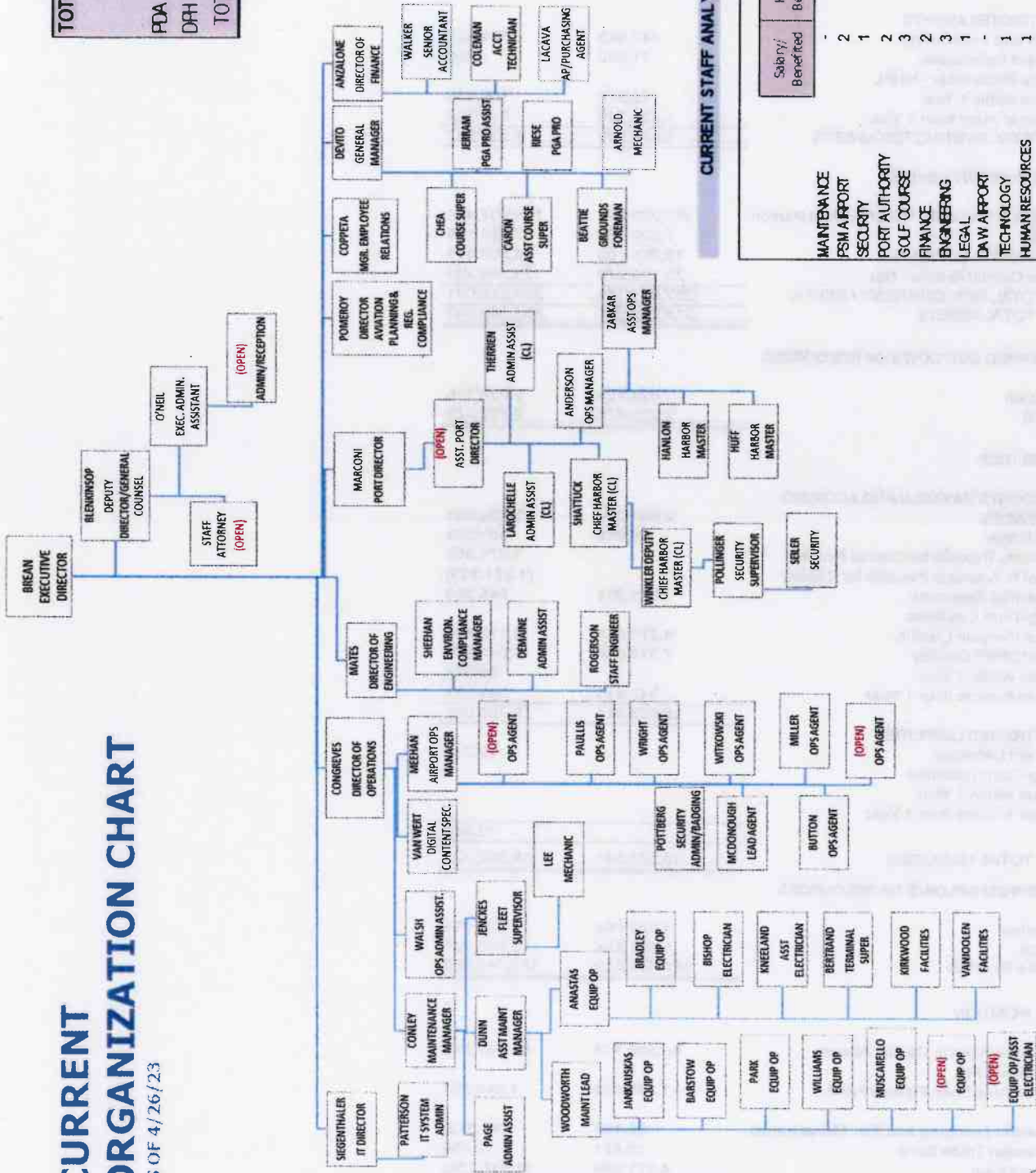
**PEASE DEVELOPMENT AUTHORITY**  
**Consolidated Statement of Revenues and Expenses**  
**For the nine Months Ending March 31, 2023**

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>BUILDING AND FACILITIES</b>								
AIRFIELD MAINTENANCE	203	8,284	8,081	97.5%	50,616	74,559	23,943	32.1%
COVID-19		590	590	100.0%		5,310	5,310	100.0%
SOIL & VEGETATION CONTROL	110	9,637	9,527	98.9%	59,769	86,732	26,963	31.1%
ENVIRONMENTAL TESTING	5,179	8,050	2,870	35.7%	85,561	72,446	(13,115)	(18.1%)
EQUIPMENT MAINTENANCE	54,943	39,110	(15,833)	(40.5%)	400,047	346,034	(54,013)	(15.6%)
FACILITIES MAINTENANCE	77,210	66,674	(10,536)	(15.8%)	524,228	600,064	75,836	12.6%
LANDSCAPING	1,540	1,668	128	7.7%	16,997	23,515	6,518	27.7%
NAVIGATION MAINTENANCE		4,642	4,642	100.0%	4,662	41,775	37,113	88.8%
OTHER EXPENSES				-				-
SECURITY	23,576	19,893	(3,683)	(18.5%)	172,052	189,041	16,989	9.0%
SNOW REMOVAL	25,197	47,691	22,495	47.2%	182,465	181,508	(957)	(0.5%)
EXPENSE TRANSFERS				-				-
	187,958	206,239	18,281	8.9%	1,496,397	1,620,984	124,586	7.7%
<b>WAGE &amp; BENEFIT TRANSFER IN</b>				-				-
	187,958	206,239	18,281	8.9%	1,496,397	1,620,984	124,586	7.7%
<b>GENERAL AND ADMINISTRATIVE</b>								
BAD DEBT EXPENSE		42	42	100.0%		375	375	100.0%
BANK FEES	5,311	5,083	(228)	(4.5%)	121,133	60,684	(60,449)	(99.6%)
COMPUTER EXPENSES	6,485	5,834	(651)	(11.2%)	42,073	52,595	10,522	20.0%
DISCOUNTS AND LATE FEES	(1,198)	(171)	1,027	(601.5%)	(2,242)	(1,537)	704	(45.8%)
EQUIPMENT UNDER \$5,000	6,618	5,993	(625)	(10.4%)	38,619	53,934	15,315	28.4%
FEES AND LICENSES	8,019	7,018	(1,001)	(14.3%)	28,366	63,924	35,558	55.6%
INSURANCE	33,486	44,426	10,940	24.6%	359,002	327,546	(31,456)	(9.6%)
OFFICE EQUIPMENT	2,802	1,834	(969)	(52.8%)	20,240	16,503	(3,737)	(22.6%)
PROFESSIONAL DEVELOPMENT	3,087	4,788	1,701	35.5%	18,341	43,091	24,750	57.4%
SUPPLIES	8,716	8,829	113	1.3%	59,795	79,464	19,669	24.8%
TELEPHONES AND COMMUNICATIONS	15,069	13,272	(1,797)	(13.5%)	140,444	119,447	(20,997)	(17.6%)
TRAVEL AND MILEAGE	134	4,092	3,958	96.7%	10,975	36,825	25,850	70.2%
OTHER EXPENSES	3,825	5,659	1,834	32.4%	44,513	50,929	6,416	12.6%
	92,354	106,699	14,344	13.4%	881,259	903,780	22,520	2.5%
<b>UTILITIES</b>								
ELECTRICITY	134,409	55,146	(79,263)	(143.7%)	656,937	497,198	(159,739)	(32.1%)
ELECTRICITY TRANSFERS				-				-
HEATING OIL	323	1,329	1,006	75.7%	1,265	4,778	3,513	73.5%
NATURAL GAS	14,091	20,034	5,943	29.7%	64,975	61,835	(3,141)	(5.1%)
NATURAL GAS TRANSFERS				-				-
PROPANE	7,626	6,393	(1,233)	(19.3%)	41,827	46,947	5,121	10.9%
WASTE REMOVAL	3,236	9,154	5,918	64.6%	42,534	83,321	40,787	49.0%
WASTE REMOVAL TRANSFERS				-				-
WATER	1,183	2,611	1,428	54.7%	60,626	100,448	39,822	39.6%
WATER TRANSFERS				-				-
	160,868	94,667	(66,202)	(69.9%)	868,164	794,527	(73,637)	(9.3%)
<b>PROFESSIONAL SERVICES</b>								
AUDIT				-	77,702	63,400	(14,302)	(22.6%)
INFORMATION TECHNOLOGY	10,042	9,722	(320)	(3.3%)	84,555	87,501	2,946	3.4%
LEGAL	16,026	10,767	(5,259)	(48.8%)	41,186	96,900	55,715	57.5%
LEGAL PERMIT IMPLEMENT	25,271	14,583	(10,687)	(73.3%)	56,226	131,250	75,024	57.2%
ADMINISTRATIVE SERVICES	3,599	5,917	2,318	39.2%	41,065	53,250	12,185	22.9%
	54,938	40,989	(13,949)	(34.0%)	300,734	432,301	131,567	30.4%
<b>MARKETING AND PROMOTION</b>								
ADVERTISING	4,544	4,489	(56)	(1.2%)	27,900	40,397	12,497	30.9%
OTHER MARKETING	7,307	25,588	18,281	71.4%	98,194	230,295	132,101	57.4%
FLIGHT INCENTIVES				-				-
	11,851	30,077	18,225	60.6%	126,094	270,692	144,598	53.4%
<b>OTHER OPERATING EXPENSES</b>								
COAST TROLLEY	10,000	10,000		-	90,000	90,000		-
FUEL	13,396	18,387	4,990	27.1%	634,329	473,736	(160,593)	(33.9%)
GOLF CART LEASE				-	103,583	51,000	(52,583)	(103.1%)
MERCHANDISE	4,752	12,677	7,925	62.5%	157,342	148,456	(8,886)	(6.0%)
	28,148	41,064	12,915	31.5%	985,254	763,192	(222,062)	(29.1%)
<b>TOTAL OPERATING EXPENSES</b>	<b>1,309,659</b>	<b>1,274,139</b>	<b>(35,520)</b>	<b>(2.8%)</b>	<b>11,016,953</b>	<b>11,448,516</b>	<b>431,562</b>	<b>3.8%</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>223,202</b>	<b>183,653</b>	<b>39,549</b>	<b>21.6%</b>	<b>3,057,173</b>	<b>1,705,247</b>	<b>1,351,926</b>	<b>79.3%</b>
DEPRECIATION	578,167	791,101	212,934	26.9%	5,097,540	5,358,005	260,465	4.9%
AMORTIZATION				-				-
<b>NON-OPERATING (INCOME)/EXPENSES</b>								
INTEREST EXPENSE		833	833	100.0%		7,500	7,500	100.0%
INTEREST INCOME	(7,880)	(735)	7,144	(971.6%)	(33,730)	(6,618)	27,112	(409.7%)
NON-OPERATING GRANT FUNDING				-				-
GAIN/LOSS ON ASSETS				-				-
OTHER NON-OPERATING	(7,880)	98	7,978	8140.6%	(33,730)	882	34,612	3924.3%
<b>NET OPERATING INCOME/(LOSS)</b>	<b>(347,085)</b>	<b>(607,646)</b>	<b>260,455</b>	<b>(42.9%)</b>	<b>(2,006,637)</b>	<b>(3,653,640)</b>	<b>1,647,002</b>	<b>(45.1%)</b>

# CURRENT ORGANIZATION CHART

AS OF 4/26/23

TOTAL BENEFITED POSITIONS		
	FILLED	OPBN
PDA	51	6
DRH	11	1
TOTAL	62	7



## CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Salaried/ Benefited	Hourly/ Non-Benefited	Seasonal	TOTAL
MAINTENANCE	2	8	4	26
PSM A/FPORT SECURITY	1	8	-	18
PORT AUTHORITY	2	9	7	31
GOLF COURSE	3	4	20	30
FINANCE	2	2	1	5
ENGINEERING	3	1	1	5
LEGAL	1	1	-	2
DAW A/FPORT	1	1	-	2
TECHNOLOGY	1	1	-	2
HUMAN RESOURCES	1	-	-	1
MARKETING EXECUTIVE	0	1	-	1
	1	-	-	1
	17	45	31	134



**PEASE DEVELOPMENT AUTHORITY**  
**Consolidated Statement of Net Position**  
**For the nine Months Ending March 31, 2023**

	2023	2022
	Ending	Ending
<b>ASSETS</b>		
Cash and Investments	\$10,702,382	\$9,927,064
Accounts Receivable - Net	8,379,462	7,329,315
Inventories	507,651	407,624
Prepays	393,257	346,010
	<u>19,982,752</u>	<u>18,010,013</u>
<b>RESTRICTED ASSETS</b>		
Cash and Investments	447,943	584,827
Current Receivables	71,932	1,250
Loans Receivable - NHFL		
Due within 1 Year	115,376	105,953
Due in more than 1 Year	1,004,745	841,857
<b>TOTAL RESTRICTED ASSETS</b>	<u>1,639,996</u>	<u>1,533,887</u>
<b>NON-CURRENT ASSETS</b>		
Leases Receivable-Net of Current Portion	197,230,941	169,907,424
Land	7,520,786	7,520,786
Construction-in-Process	13,745,108	6,802,498
Other Capital Assets - Net	75,130,278	79,785,333
<b>TOTAL NON-CURRENT ASSETS</b>	<u>293,627,114</u>	<u>264,016,041</u>
<b>TOTAL ASSETS</b>	<u>315,249,862</u>	<u>283,559,942</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension	1,424,984	2,008,286
OPEB	2,279,876	2,193,378
	<u>3,704,860</u>	<u>4,201,664</u>
<b>LIABILITIES</b>		
<b>ACCOUNTS PAYABLE AND ACCRUED EXPENSES</b>		
Retainage	2,681,204	3,438,621
Accounts Payable for Capital Assets	59,958	859,503
Offset to Accounts Payable for Capital Assets		1,271,305
Unearned Revenues		(1,271,305)
Long-Term Liabilities	835,264	845,328
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	343,811	343,287
<b>TOTAL LONG-TERM LIABILITIES</b>	<u>15,578,544</u>	<u>19,790,092</u>
<b>RESTRICTED LIABILITIES</b>		
Current Liabilities		12,240
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
<b>TOTAL RESTRICTED LIABILITIES</b>		<u>12,240</u>
<b>TOTAL LIABILITIES</b>	<u>15,578,544</u>	<u>19,802,332</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension	1,382,954	360,975
OPEB	1,651,884	2,546,921
Lease Revenue	198,471,605	172,345,488
	<u>1,933,233</u>	<u>2,813,384</u>
<b>NET POSITION</b>		
Net Investment in Capital Assets	96,396,173	92,837,312
Restricted For:		
Revolving Loan Fishery Fund	1,260,999	1,248,201
Harbor Dredging and Pier Maintenance	25,127	(43,322)
Foreign Trade Zone	15,471	12,456
Unrestricted	4,171,966	(1,348,756)
<b>TOTAL NET POSITION</b>	<u>101,869,735</u>	<u>92,705,890</u>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security**  
**For the nine Months Ending March 31, 2023**

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$60,627	\$55,145	\$5,482	9.9%	\$624,727	\$617,948	\$6,779	1.1%
CARGO AND HANGARS	\$2,661	\$2,552	\$109	4.3%	\$23,607	\$22,939	\$668	2.9%
CONCESSION REVENUE	\$4,566	\$2,950	\$1,616	54.8%	\$80,157	\$35,106	\$45,051	128.3%
FEE REVENUE	\$235,817	\$248,822	(\$13,005)	(5.2%)	\$913,983	\$760,453	\$153,530	20.2%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$10,805	\$16,767	(\$5,962)	(35.6%)	\$271,937	\$150,903	\$121,034	80.2%
<b>TOTAL OPERATING REVENUES</b>	<b>314,476</b>	<b>326,236</b>	<b>(11,760)</b>	<b>(3.6%)</b>	<b>1,914,411</b>	<b>1,587,349</b>	<b>327,062</b>	<b>20.6%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	115,056	116,407	1,351	1.2%	1,049,070	1,016,708	(32,362)	(3.2%)
BUILDING AND FACILITIES	105,749	99,845	(5,904)	(5.9%)	848,003	833,964	(14,039)	(1.7%)
GENERAL AND ADMINISTRATIVE	33,302	36,686	3,384	9.2%	306,258	304,448	(1,810)	(0.6%)
UTILITIES	104,241	49,065	(55,176)	(112.5%)	490,264	374,585	(115,679)	(30.9%)
PROFESSIONAL SERVICES	3,234	4,917	1,683	34.2%	32,733	44,250	11,517	26.0%
MARKETING AND PROMOTION	3,570	8,542	4,972	58.2%	66,668	76,875	10,207	13.3%
OTHER OPERATING EXPENSES								
<b>TOTAL OPERATING EXPENSES</b>	<b>365,152</b>	<b>315,462</b>	<b>(49,690)</b>	<b>(15.8%)</b>	<b>2,792,996</b>	<b>2,650,830</b>	<b>(142,166)</b>	<b>(5.4%)</b>
<b>OPERATING INCOME</b>	<b>(50,676)</b>	<b>10,774</b>	<b>(61,450)</b>	<b>570.4%</b>	<b>(878,585)</b>	<b>(1,063,481)</b>	<b>184,896</b>	<b>17.4%</b>
NON-OPERATING (INCOME) EXPENSE	0	0	0	-	0	0	0	-
DEPRECIATION	379,657	579,748	200,091	34.5%	3,361,788	3,492,578	130,790	3.7%
<b>NET OPERATING INCOME</b>	<b>(430,333)</b>	<b>(568,974)</b>	<b>(138,641)</b>	<b>24.4%</b>	<b>(4,240,373)</b>	<b>(4,556,059)</b>	<b>(315,686)</b>	<b>6.9%</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - SKYHAVEN AIRPORT**  
**For the nine Months Ending March 31, 2023**

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS	11,734	11,133	601	5.4%	103,266	101,539	1,727	1.7%
CONCESSION REVENUE		250	(250)	(100.0%)	3,034	2,250	784	34.9%
FEE REVENUE	4,258	6,333	(2,076)	(32.8%)	5,278	7,379	(2,101)	(28.5%)
FUEL SALES	4,264	3,283	981	29.9%	68,603	45,672	22,931	50.2%
INTEREST								
MERCHANDISE								
OTHER REVENUE	50	92	(42)	(45.5%)	1,025	825	200	24.2%
<b>TOTAL OPERATING REVENUES</b>	<b>20,306</b>	<b>21,091</b>	<b>(785)</b>	<b>(3.7%)</b>	<b>181,206</b>	<b>157,665</b>	<b>23,541</b>	<b>14.9%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	5,337	4,489	(848)	(18.9%)	40,625	37,233	(3,393)	(9.1%)
BUILDING AND FACILITIES	3,033	4,956	1,923	38.8%	32,244	38,354	6,109	15.9%
GENERAL AND ADMINISTRATIVE	3,494	5,290	1,796	33.9%	34,042	41,829	7,787	18.6%
UTILITIES	4,400	4,794	393	8.2%	27,593	29,882	2,290	7.7%
PROFESSIONAL SERVICES	10	385	375	97.4%	4,317	6,367	2,050	32.2%
MARKETING AND PROMOTION		292	292	100.0%	675	2,625	1,950	74.3%
OTHER OPERATING EXPENSES	3,951	4,100	149	3.6%	56,184	36,900	(19,284)	(52.3%)
<b>TOTAL OPERATING EXPENSES</b>	<b>20,225</b>	<b>24,306</b>	<b>4,079</b>	<b>16.8%</b>	<b>195,680</b>	<b>193,190</b>	<b>(2,491)</b>	<b>(1.3%)</b>
<b>OPERATING INCOME</b>	<b>81</b>	<b>(3,215)</b>	<b>3,294</b>	<b>(102.5%)</b>	<b>(14,474)</b>	<b>(35,525)</b>	<b>21,050</b>	<b>(59.3%)</b>
NON-OPERATING (INCOME) EXPENSE								
DEPRECIATION	35,078	40,193	5,115	12.7%	308,954	358,014	49,061	13.7%
<b>NET OPERATING INCOME</b>	<b>(34,997)</b>	<b>(43,408)</b>	<b>8,408</b>	<b>(19.4%)</b>	<b>(323,428)</b>	<b>(393,539)</b>	<b>70,110</b>	<b>(17.8%)</b>



**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - TRADEPORT OPERATIONS**  
**For the nine Months Ending March 31, 2023**

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	%		Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	%
<b>OPERATING REVENUES</b>									
FACILITY RENTAL	\$780,700	\$773,840	\$6,860	0.9%		\$7,206,499	\$7,168,580	\$37,918	0.5%
CARGO AND HANGARS									
CONCESSION REVENUE									
FEE REVENUE									
FUEL SALES									
INTEREST									
MERCHANDISE									
OTHER REVENUE	3,456	8,333	(4,877)	(58.5%)		20,548	75,000	(54,452)	(72.6%)
<b>TOTAL OPERATING REVENUES</b>	<b>784,156</b>	<b>782,173</b>	<b>1,983</b>	<b>0.3%</b>		<b>7,227,047</b>	<b>7,243,580</b>	<b>(16,534)</b>	<b>(0.2%)</b>
<b>EXPENSES</b>									
WAGES AND FRINGE BENEFITS									
BUILDING AND FACILITIES	14,169	24,459	10,290	42.1%		151,376	175,565	24,189	13.8%
GENERAL AND ADMINISTRATIVE	8,487	10,961	2,475	22.6%		71,901	70,603	(1,297)	(1.8%)
UTILITIES	13,585	15,304	1,720	11.2%		84,736	85,306	570	0.7%
PROFESSIONAL SERVICES									
MARKETING AND PROMOTION		192	192	100.0%		361	1,725	1,365	79.1%
OTHER OPERATING EXPENSES	10,000	10,000	-	-		90,000	90,000	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>46,241</b>	<b>60,916</b>	<b>14,676</b>	<b>24.1%</b>		<b>398,374</b>	<b>423,199</b>	<b>24,826</b>	<b>5.9%</b>
<b>OPERATING INCOME</b>	<b>737,915</b>	<b>721,257</b>	<b>16,658</b>	<b>2.3%</b>		<b>6,828,673</b>	<b>6,820,381</b>	<b>8,292</b>	<b>0.1%</b>
<b>NON-OPERATING (INCOME) EXPENSE</b>									
DEPRECIATION	62,867	75,074	12,206	16.3%		554,269	664,624	110,355	16.6%
<b>NET OPERATING INCOME</b>	<b>675,048</b>	<b>646,183</b>	<b>28,865</b>	<b>4.5%</b>		<b>6,274,404</b>	<b>6,155,757</b>	<b>118,647</b>	<b>1.9%</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - GOLF COURSE**  
For the nine Months Ending March 31, 2023

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE	26,617	23,644	2,974	12.6%	330,531	261,120	69,411	26.6%
FEE REVENUE	39,803	72,141	(32,337)	(44.8%)	1,749,228	1,796,960	(47,732)	(2.7%)
FUEL SALES								
INTEREST								
MERCHANDISE	11,831	16,903	(5,072)	(30.0%)	201,440	197,941	3,499	1.8%
OTHER REVENUE	2,158	2,333	(175)	(7.5%)	17,834	21,000	(3,166)	(15.1%)
<b>TOTAL OPERATING REVENUES</b>	<b>80,409</b>	<b>115,021</b>	<b>(34,610)</b>	<b>(30.1%)</b>	<b>2,299,033</b>	<b>2,277,021</b>	<b>22,011</b>	<b>1.0%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	79,259	86,795	7,536	8.7%	873,289	896,472	23,183	2.6%
BUILDING AND FACILITIES	25,576	29,612	4,036	13.6%	248,996	239,844	(9,153)	(3.8%)
GENERAL AND ADMINISTRATIVE	13,265	18,700	5,435	29.1%	184,873	168,879	(15,993)	(9.5%)
UTILITIES	11,357	13,281	1,924	14.5%	149,365	187,901	38,536	20.5%
PROFESSIONAL SERVICES	3,772	2,818	(954)	(33.8%)	26,989	28,362	1,373	4.8%
MARKETING AND PROMOTION	5,025	3,034	(1,991)	(65.6%)	32,416	27,307	(5,109)	(18.7%)
OTHER OPERATING EXPENSES	4,752	12,677	7,925	62.5%	260,925	199,456	(61,469)	(30.8%)
<b>TOTAL OPERATING EXPENSES</b>	<b>143,006</b>	<b>166,917</b>	<b>23,910</b>	<b>14.3%</b>	<b>1,776,853</b>	<b>1,748,221</b>	<b>(28,632)</b>	<b>(1.6%)</b>
<b>OPERATING INCOME</b>	<b>(62,597)</b>	<b>(51,896)</b>	<b>(10,700)</b>	<b>20.6%</b>	<b>522,180</b>	<b>528,800</b>	<b>(6,621)</b>	<b>(1.3%)</b>
NON-OPERATING (INCOME) EXPENSE	(2)	(17)	(15)	88.8%	(88)	(150)	(62)	41.2%
DEPRECIATION	32,253	30,548	(1,705)	(5.6%)	282,475	272,469	(10,006)	(3.7%)
<b>NET OPERATING INCOME</b>	<b>(94,848)</b>	<b>(82,427)</b>	<b>(12,420)</b>	<b>15.1%</b>	<b>239,793</b>	<b>256,481</b>	<b>(16,689)</b>	<b>(6.5%)</b>

<b>BUSINESS UNIT ANALYSIS</b>	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	201,440	1,630,457	342,550	124,586	2,299,033
OPERATING EXPENSES* *Excluding Depreciation	211,708	1,377,601	134,945	52,599	1,776,853
<b>OPERATING INCOME</b>	<b>(10,268)</b>	<b>252,856</b>	<b>207,605</b>	<b>71,987</b>	<b>522,180</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED**  
**For the nine Months Ending March 31, 2023**

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$50,856	\$56,786	(\$5,930)	(10.4%)	\$335,006	\$328,127	\$6,879	2.1%
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	3,000	3,000	-	-
FEE REVENUE	252,668	120,144	132,524	110.3%	1,125,415	822,562	302,853	36.8%
FUEL SALES	11,329	16,808	(5,479)	(32.6%)	742,192	513,925	228,268	44.4%
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	5,424	6,874	(1,450)	(21.1%)	108,656	94,609	14,046	14.8%
<b>TOTAL OPERATING REVENUES</b>	<b>320,277</b>	<b>200,612</b>	<b>119,664</b>	<b>59.6%</b>	<b>2,314,269</b>	<b>1,762,223</b>	<b>552,046</b>	<b>31.3%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	148,308	134,464	(13,844)	(10.3%)	1,182,700	1,179,086	(3,614)	(0.3%)
BUILDING AND FACILITIES	33,232	31,646	(1,586)	(5.0%)	142,427	194,568	52,141	26.8%
GENERAL AND ADMINISTRATIVE	13,179	9,828	(3,352)	(34.1%)	105,257	92,582	(12,675)	(13.7%)
UTILITIES	26,896	12,096	(14,800)	(122.4%)	112,901	115,716	2,815	2.4%
PROFESSIONAL SERVICES	488	1,270	782	61.6%	23,052	26,927	3,875	14.4%
MARKETING AND PROMOTION	-	268	268	100.0%	1,693	2,409	716	29.7%
OTHER OPERATING EXPENSES	9,445	14,287	4,842	33.9%	578,144	436,836	(141,308)	(32.3%)
<b>TOTAL OPERATING EXPENSES</b>	<b>231,548</b>	<b>203,859</b>	<b>(27,690)</b>	<b>(13.6%)</b>	<b>2,146,174</b>	<b>2,048,124</b>	<b>(98,049)</b>	<b>(4.8%)</b>
<b>OPERATING INCOME</b>	<b>88,729</b>	<b>(3,247)</b>	<b>91,974</b>	<b>(2833.9%)</b>	<b>168,095</b>	<b>(285,901)</b>	<b>453,998</b>	<b>(158.8%)</b>
NON-OPERATING (INCOME) EXPENSE	(246)	(183)	63	(34.4%)	(1,854)	(1,650)	204	(12.4%)
DEPRECIATION	54,353	51,474	(2,879)	(5.6%)	465,488	455,983	(9,505)	(2.1%)
<b>NET OPERATING INCOME</b>	<b>34,622</b>	<b>(54,538)</b>	<b>89,159</b>	<b>(163.5%)</b>	<b>(295,539)</b>	<b>(740,234)</b>	<b>444,697</b>	<b>(60.1%)</b>

<b>BUSINESS UNIT ANALYSIS</b>	<b>RYE HARBOR</b>	<b>HAMPTON HARBOR</b>	<b>PORTS. FISH PIER</b>	<b>MARKET ST.</b>	<b>HARBOR MGMT</b>	<b>ADMIN</b>	<b>TOTAL</b>
OPERATING REVENUES	289,675	335,738	338,286	866,944	483,352	274	2,314,269
OPERATING EXPENSES*	305,157	394,494	373,312	370,075	313,217	389,919	2,146,174
*Excluding Depreciation							
OPERATING INCOME	<b>(15,482)</b>	<b>(58,756)</b>	<b>(35,026)</b>	<b>496,869</b>	<b>170,135</b>	<b>(389,645)</b>	<b>168,095</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - FOREIGN TRADE ZONE**  
For the nine Months Ending March 31, 2023

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	-	-	-	-	\$12,000	\$12,000	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	-	-	-	-
FEE REVENUE	-	-	-	-	-	-	-	-
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING REVENUES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,000</b>	<b>12,000</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	-	-	-	-	-	-	-	-
GENERAL AND ADMINISTRATIVE UTILITIES	1,250	104	(1,146)	(1100.0%)	1,250	938	(312)	(33.3%)
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	1,539	708	(830)	(117.2%)	6,202	6,375	173	2.7%
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>2,789</b>	<b>812</b>	<b>(1,976)</b>	<b>(243.2%)</b>	<b>7,452</b>	<b>7,313</b>	<b>(139)</b>	<b>(1.9%)</b>
<b>OPERATING INCOME</b>	<b>(2,789)</b>	<b>(812)</b>	<b>(1,976)</b>	<b>243.2%</b>	<b>4,548</b>	<b>4,687</b>	<b>(139)</b>	<b>(3.0%)</b>
NON-OPERATING (INCOME) EXPENSE	-	-	-	-	-	-	-	-
DEPRECIATION	0	0	0	15.2%	(4)	(3)	1	(21.5%)
<b>NET OPERATING INCOME</b>	<b>(2,789)</b>	<b>(812)</b>	<b>(1,976)</b>	<b>243.3%</b>	<b>4,552</b>	<b>4,690</b>	<b>(138)</b>	<b>(3.0%)</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - HARBOR DREDGING**  
For the nine Months Ending March 31, 2023

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	-	-	-	-	-	-	-	-
CARGO AND HANGARS	-	-	-	-	-	-	-	-
CONCESSION REVENUE	-	-	-	-	-	-	-	-
FEE REVENUE	8,792	9,250	(458)	(5.0%)	94,312	83,250	11,062	13.3%
FUEL SALES	-	-	-	-	-	-	-	-
INTEREST	-	-	-	-	-	-	-	-
MERCHANDISE	-	-	-	-	-	-	-	-
OTHER REVENUE	850	750	100	13.3%	6,510	6,750	(240)	(3.6%)
<b>TOTAL OPERATING REVENUES</b>	<b>9,642</b>	<b>10,000</b>	<b>(358)</b>	<b>(3.6%)</b>	<b>100,822</b>	<b>90,000</b>	<b>10,822</b>	<b>12.0%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	-	-	-	-	-	-	-	-
BUILDING AND FACILITIES	-	5,917	5,917	100.0%	4,600	53,250	48,650	91.4%
GENERAL AND ADMINISTRATIVE UTILITIES	-	2,000	2,000	100.0%	(1)	18,000	18,001	100.0%
PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
MARKETING AND PROMOTION	-	-	-	-	-	-	-	-
OTHER OPERATING EXPENSES	-	-	-	-	-	-	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>-</b>	<b>7,917</b>	<b>7,917</b>	<b>100.0%</b>	<b>4,599</b>	<b>71,250</b>	<b>66,651</b>	<b>93.5%</b>
<b>OPERATING INCOME</b>	<b>9,642</b>	<b>2,083</b>	<b>7,559</b>	<b>362.8%</b>	<b>96,223</b>	<b>18,750</b>	<b>77,473</b>	<b>413.2%</b>
NON-OPERATING (INCOME) EXPENSE	-	-	-	-	-	-	-	-
DEPRECIATION	(27)	(35)	(8)	23.7%	(243)	(315)	(72)	22.7%
	6,077	5,833	(243)	(4.2%)	53,251	52,500	(751)	(1.4%)
<b>NET OPERATING INCOME</b>	<b>3,592</b>	<b>(3,715)</b>	<b>7,307</b>	<b>(196.7%)</b>	<b>43,215</b>	<b>(33,435)</b>	<b>76,650</b>	<b>(229.3%)</b>

**PEASE DEVELOPMENT AUTHORITY**  
**Statement of Revenues and Expenses - REVOLVING LOAN FUND**  
For the nine Months Ending March 31, 2023

	Actual Mar FY 2023	Budget Mar FY 2023	Variance From Monthly Budget	% Variance	Actual YTD FY 2023	Budget YTD FY 2023	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST	3,593	2,583	1,010	39.1%	25,338	23,250	2,088	9.0%
MERCHANDISE								
OTHER REVENUE		75	(75)	(100.0%)		675	(675)	(100.0%)
<b>TOTAL OPERATING REVENUES</b>	<b>3,593</b>	<b>2,658</b>	<b>935</b>	<b>35.2%</b>	<b>25,338</b>	<b>23,925</b>	<b>1,413</b>	<b>5.9%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE	50	46	(4)	(8.9%)	50	413	363	87.9%
UTILITIES								
PROFESSIONAL SERVICES	1,231	1,000	(231)	(23.1%)	13,209	9,000	(4,209)	(46.8%)
MARKETING AND PROMOTION								
OTHER OPERATING EXPENSES								
<b>TOTAL OPERATING EXPENSES</b>	<b>1,281</b>	<b>1,046</b>	<b>(235)</b>	<b>(22.4%)</b>	<b>13,259</b>	<b>9,413</b>	<b>(3,845)</b>	<b>(40.9%)</b>
<b>OPERATING INCOME</b>	<b>2,312</b>	<b>1,612</b>	<b>700</b>	<b>43.4%</b>	<b>12,079</b>	<b>14,512</b>	<b>(2,433)</b>	<b>(16.8%)</b>
NON-OPERATING (INCOME) EXPENSE	(17)		17	-	(93)		93	-
DEPRECIATION								
<b>NET OPERATING INCOME</b>	<b>2,329</b>	<b>1,612</b>	<b>717</b>	<b>44.5%</b>	<b>12,172</b>	<b>14,512</b>	<b>(2,340)</b>	<b>(16.1%)</b>

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 3-31-2023	BALANCE AT 06-30-2022
<b>CASH BALANCES</b>		
GENERAL FUNDS	140	75
SEQUESTERED FUNDS	-	-
	<u>140</u>	<u>75</u>
<b>LOANS OUTSTANDING (21)</b>		
CURRENT	115	113
LONG TERM	1,005	1,059
	<u>1,120</u>	<u>1,172</u>
<b>TOTAL CAPITAL BASE</b>	<u>1,260</u>	<u>1,247</u>
<b>CAPTIAL UTILIZATION RATE -% *</b>	<b>88.9%</b>	<b>94.0%</b>

\*EXCLUDES SEQUESTERED FUNDS



**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES  
AS OF MARCH 31, 2023**

(\$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 & TRADEPORT	39,469	31,670	25,866	(1,336)	22,623	2,324	2,316
SKYHAVEN AIRPORT	141	141	145	(26)	118	0	0
DIVISION OF PORTS AND HARBORS	25,447	25,343	12,416	(65)	12,164	159	159
	<b><u>65,057</u></b>	<b><u>57,154</u></b>	<b><u>38,427</u></b>	<b><u>(1,427)</u></b>	<b><u>34,905</u></b>	<b><u>2,483</u></b>	<b><u>2,475</u></b>

**SUMMARY OF CONSTRUCTION WORK IN PROCESS  
AS OF MARCH 31, 2023**

(\$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 3-31-23</u>
<b>PORTSMOUTH AIRPORT</b>					
TERMINAL EXPANSION (NON-GRANT)	581	7	(577)	(570)	11
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	(26)	33	(7)	26	-
TERMINAL BUILDING EXPANSION (AIP 66)	3	-	(3)	(3)	-
TERMINAL BUILDING EXPANSION (AIP 62)	25	-	(25)	(25)	-
ALPHA SOUTH HOLD BAY (AIP 67)	6	1	(7)	(6)	-
SNOW REMOVAL EQUIPMENT (AIP 69)	21	601	-	601	622
LOWERY LANE (AIP 70)	312	1	(312)	(311)	1
PSM ACCESS CONTROL BOARD	39	5	(44)	(39)	-
GATE ACCESS CONTROL	44	0	(44)	(44)	-
CORPORATE DRIVE DRAINAGE	84	407	-	407	491
TAXIWAY A REPAIRS	7	140	-	140	147
SNOW REMOVAL EQUIPMENT (AIP 74)	10	1	-	1	11
IT EQUIPMENT (CUSTOMS & BORDER PATROL)	-	19	(19)	-	-
ALPHA NORTH TAXIWAY RECONSTRUCTION	-	8	-	8	8
NH AVE RIGHT HAND TURN LANE	-	28	-	28	28
ARRIVALS HALL EXPANSION	-	589	-	589	589
PSM MOBILE RADIO PURCHASE	26	11	(37)	(26)	-
	<b><u>1,132</u></b>	<b><u>1,851</u></b>	<b><u>(1,075)</u></b>	<b><u>776</u></b>	<b><u>1,908</u></b>
<b>SKYHAVEN AIRPORT</b>					
TERMINAL APRON DESIGN (SBG 15-09)	145	0	(145)	(145)	0
RUNWAY/HANGAR LIGHTING	-	37	(37)	-	0
TERMINAL UPGRADES	17	12	-	12	29
	<b><u>162</u></b>	<b><u>49</u></b>	<b><u>(182)</u></b>	<b><u>(133)</u></b>	<b><u>29</u></b>
<b>GOLF COURSE</b>					
GOLF COURSE PIPE REPAIRS	-	53	(53)	-	-
ICE MACHINE	-	9	(9)	-	-
SUBDRIVE CONTROLLER	-	5	(5)	-	-
	<b><u>0</u></b>	<b><u>67</u></b>	<b><u>(67)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>IT/ADMINISTRATION</b>					
2022 TOYOTA PRIUS (ADMIN VEHICLE)	-	26	(26)	-	-
	<b><u>0</u></b>	<b><u>26</u></b>	<b><u>(26)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>MAINTENANCE</b>					
CRACK SEALING MACHINE	-	91	(91)	0	0
	<b><u>0</u></b>	<b><u>91</u></b>	<b><u>(91)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b>DIVISION OF PORTS AND HARBORS (DPH)</b>					
FUNCTIONAL REPLACEMENT- BARGE DOCK	1,801	388	-	388	2,189
PFP PIER REPAIR	-	19	(19)	-	-
PFP BULKHEAD REPAIR AND CONSTRUCTION	3,073	18	-	18	3,091
MAIN PIER (BUILD GRANT)	3,754	2,586	-	2,586	6,340
MARKET ST SITE LIGHTING IMPROVEMENTS	157	105	(262)	(157)	-
HAMPTON DOCK REPLACEMENT (ARPA)	342	112	(347)	(235)	107
PFP BRACING & DECKING (ARPA)	-	80	-	80	80
RYE WATER LINE INSTALL	7	-	(7)	(7)	-
RYE FUEL LINE INSTALL	37	-	(37)	(37)	-
	<b><u>9,171</u></b>	<b><u>3,308</u></b>	<b><u>(672)</u></b>	<b><u>2,636</u></b>	<b><u>11,807</u></b>
<b>TOTAL</b>	<b><u>10,465</u></b>	<b><u>5,392</u></b>	<b><u>(2,113)</u></b>	<b><u>3,279</u></b>	<b><u>13,744</u></b>

# PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING JANUARY 31, 2024



BOARD OF DIRECTORS MEETING  
MAY 18, 2023

# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW MAY 1, 2023 TO JANUARY 31, 2024

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

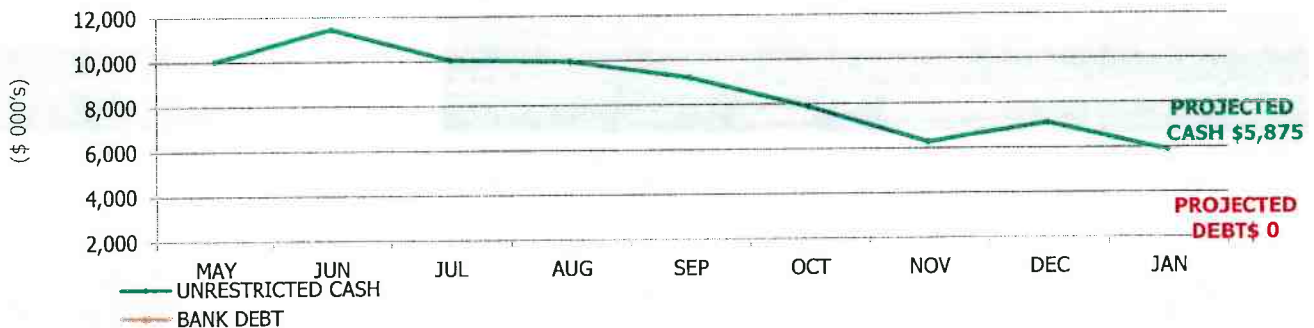
(\$000's)	AMOUNT
OPENING FUND BALANCE	<u>9,409</u>
<b>SOURCES OF FUNDS</b>	
GRANT AWARDS (SEE PAGE 4)	4,995
TRADEPORT TENANTS	7,999
MUNICIPAL SERVICE FEE (COP)	2,079
GOLF COURSE FEE AND CONCESSION REVENUES	2,846
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,107
SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES	179
	<u>19,205</u>
<b>USES OF FUNDS</b>	
OPERATING EXPENSES	9,379
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGE 5)	6,507
CAPITAL EXPENDITURES- GRANT (SEE PAGE 4)	4,053
MUNICIPAL SERVICE FEE (COP)- NET	2,800
	<u>22,739</u>
<b>NET CASH FLOW</b>	<u>(3,534)</u>
<b>CLOSING FUND BALANCE</b>	<u>5,875</u>

TOTAL FUND BALANCES	BALANCE AT 4-30-2023	BALANCE AT 6-30-2022
UNRESTRICTED	9,409	6,967
DESIGNATED	14	14
TOTAL	<u>9,423</u>	<u>6,981</u>

### DISCUSSION

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

### PROJECTED CASH AND DEBT BALANCES



THE PDA RENEWED ITS REVOLVING LINE OF CREDIT (RLOC) WITH PROVIDENT BANK. THE PRINCIPAL LOAN AMOUNT IS \$7 MILLION WITH A TERMINATION DATE OF DECEMBER 31, 2025. THE TERMS ARE 1 MONTH FHLB (CLASSIC) PLUS 250 BASIS POINTS.

REVOLVING LINE OF CREDIT	Apr-23	Apr-22
CURRENT INTEREST RATE	7.49%	2.92%



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

(\$000's)

<b>CASH FLOW - PDA</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>TOTAL</b>
OPENING FUND BALANCE	9,409	10,021	11,441	10,057	9,963	9,218	7,878	6,277	7,117	9,409
<b>SOURCES OF FUNDS</b>										
GRANT AWARDS (SEE PAGE #4)	241	1,375	-	20	270	376	754	1,637	322	4,995
TRADEPORT TENANTS	869	878	1,030	879	838	834	895	841	935	7,999
MUNICIPAL SERVICE FEE	135	135	423	135	135	423	135	135	423	2,079
GOLF COURSE	423	493	491	487	402	274	138	105	33	2,846
PORTSMOUTH AIRPORT- (PSM)	62	95	60	57	39	37	25	22	42	439
PSM PAY FOR PARKING	53	55	29	22	13	22	33	31	36	294
PSM FLOWAGE FEES	68	66	10	45	26	16	45	59	39	374
SKYHAVEN AIRPORT	19	19	23	23	25	20	18	16	16	179
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,870</u>	<u>3,116</u>	<u>2,066</u>	<u>1,668</u>	<u>1,748</u>	<u>2,002</u>	<u>2,043</u>	<u>2,846</u>	<u>1,846</u>	<u>19,205</u>
<b>USE OF FUNDS</b>										
CAPITAL- GRANT RELATED (SEE PAGE #4)	12	150	150	260	360	737	1,724	360	300	4,053
CAPITAL- NONGRANT (SEE PAGE 5)	200	442	835	495	1,040	1,560	920	615	400	6,507
OPERATING EXPENSES	1,046	1,104	1,065	1,007	1,093	1,045	1,000	1,031	988	9,379
MUNICIPAL SERVICE FEE	-	-	1,400	-	-	-	-	-	1,400	2,800
	<u>1,258</u>	<u>1,696</u>	<u>3,450</u>	<u>1,762</u>	<u>2,493</u>	<u>3,342</u>	<u>3,644</u>	<u>2,006</u>	<u>3,088</u>	<u>22,739</u>
<b>NET CASH FLOW</b>	612	1,420	(1,384)	(94)	(745)	(1,340)	(1,601)	840	(1,242)	(3,534)
CLOSING FUND BALANCE	<u>10,021</u>	<u>11,441</u>	<u>10,057</u>	<u>9,963</u>	<u>9,218</u>	<u>7,878</u>	<u>6,277</u>	<u>7,117</u>	<u>5,875</u>	<u>5,875</u>

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

GRANT FUNDED PROJECTS	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
<b>PORTSMOUTH AIRPORT</b>										
ARRIVALS HALL EXPANSION	-	100	100	200	300	300	300	300	300	<b>1,900</b>
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	10	10	10	10	10	10	10	10	-	<b>80</b>
ALPHA NORTH TAXIWAY DESIGN	-	40	40	50	50	50	50	50	-	<b>330</b>
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	377	-	-	-	<b>377</b>
SNOW REMOVAL EQUIPMENT (AIP 74)	-	-	-	-	-	-	1,211	-	-	<b>1,211</b>
	<b>10</b>	<b>150</b>	<b>150</b>	<b>260</b>	<b>360</b>	<b>737</b>	<b>1,571</b>	<b>360</b>	<b>300</b>	<b>3,898</b>
<b>SKYHAVEN AIRPORT</b>										
WILDLIFE FENCE DESIGN	5	-	-	35	35	35	35	30	-	<b>175</b>
TERMINAL PARKING LOT DESIGN	5	-	-	15	25	25	25	-	-	<b>95</b>
SNOW REMOVAL EQUIPMENT	2	-	-	-	-	-	153	-	-	<b>155</b>
	<b>12</b>	<b>-</b>	<b>-</b>	<b>50</b>	<b>60</b>	<b>60</b>	<b>213</b>	<b>30</b>	<b>-</b>	<b>425</b>
<b>TOTAL GRANT REIMBURSEMENT PROJECTS</b>	<b>12</b>	<b>150</b>	<b>150</b>	<b>260</b>	<b>360</b>	<b>737</b>	<b>1,724</b>	<b>360</b>	<b>300</b>	<b>4,053</b>

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

GRANT AWARDS	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTAL
<b>PORTSMOUTH AIRPORT</b>										
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M)	200	-	-	-	-	-	-	-	-	<b>200</b>
TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M)	-	211	-	-	-	-	-	-	-	<b>211</b>
RUNWAY 16-34 RECONSTRUCTION (AIP 64)	-	1,100	-	-	-	-	-	-	-	<b>1,100</b>
TW A SOUTH HOLD BAY (AIP 67)	-	44	-	-	-	-	-	-	-	<b>44</b>
ARRIVALS HALL EXPANSION	-	-	-	-	270	270	270	270	270	<b>1,350</b>
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	-	20	-	20	-	20	-	20	-	<b>80</b>
ALPHA NORTH TAXIWAY DESIGN	-	-	-	-	-	55	45	-	-	<b>100</b>
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	-	-	-	-	377	-	-	<b>377</b>
SRE CARRIER VEHICLE ( AIP 74)	-	-	-	-	-	-	-	1,150	-	<b>1,150</b>
LOWERY LANE PAVING (AIP 70)	41	-	-	-	-	-	-	-	-	<b>41</b>
	<b>241</b>	<b>1,375</b>	<b>-</b>	<b>20</b>	<b>270</b>	<b>345</b>	<b>692</b>	<b>1,440</b>	<b>270</b>	<b>4,653</b>
	-	-	-	-	-	-	-	-	-	-
<b>SKYHAVEN AIRPORT</b>										
WILDLIFE FENCE DESIGN	-	-	-	-	-	31	31	31	31	<b>124</b>
TERMINAL PARKING LOT DESIGN	-	-	-	-	-	-	31	21	21	<b>73</b>
SNOW REMOVAL EQUIPMENT	-	-	-	-	-	-	-	145	-	<b>145</b>
	-	-	-	-	-	<b>31</b>	<b>62</b>	<b>197</b>	<b>52</b>	<b>342</b>
<b>TOTAL GRANT RECEIPT AWARDS</b>	<b>241</b>	<b>1,375</b>	<b>-</b>	<b>20</b>	<b>270</b>	<b>376</b>	<b>754</b>	<b>1,637</b>	<b>322</b>	<b>4,995</b>



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

(\$ 000's)

<b>NON-GRANT CAPITAL PROJECTS</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>TOTAL</b>
<b>TECHNOLOGY/ADMINISTRATION</b>										
OFFICE 365 MIGRATION **	-	-	40	-	-	-	-	-	-	40
PAYCHEX PAYROLL KIOSKS **	-	-	-	-	5	-	-	-	-	5
TECHNOLOGY ENHANCEMENTS **	-	-	-	-	-	-	-	-	-	-
SERVER UPGRADE-DPH**	-	-	-	-	10	-	-	-	-	10
WEBSITE UPGRADES**	-	-	100	-	-	-	-	-	-	100
	-	-	<b>140</b>	-	<b>15</b>	-	-	-	-	<b>155</b>
<b>GOLF COURSE</b>										
COURSE EQUIPMENT	-	43	-	-	-	140	-	-	-	183
EVENTS CENTER DESIGN**	-	-	-	-	-	-	250	-	-	250
VIDEO SURVEILLANCE SYSTEM**	-	-	-	-	-	20	20	-	-	40
IRRIGATION REPAIRS**	-	-	-	-	-	-	-	100	-	100
	-	<b>43</b>	-	-	-	<b>160</b>	<b>270</b>	<b>100</b>	-	<b>573</b>
<b>PORTSMOUTH AIRPORT</b>										
MOBILE RADIO UPGRADE **	-	-	-	-	-	-	20	-	-	20
FENCE CONSTRUCTION **	-	-	-	45	-	-	-	-	-	45
HVAC IMPROVEMENTS - ATC TOWER	-	-	60	-	-	-	-	-	-	60
GENERATOR UPGRADE **	-	10	-	-	-	-	-	-	-	10
PAY FOR PARKING UPGRADES**	-	-	-	-	-	50	-	-	-	50
ARRIVALS HALL EXPANSION-DESIGN	-	110	-	-	-	-	-	-	-	110
PEDESTRIAN SIDEWALKS**	-	-	-	-	-	75	-	-	-	75
ARRIVALS HALL EXPANSION-CONSTRUCTION	70	150	400	400	400	400	400	400	400	3,020
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	750	-	-	-	750
	<b>70</b>	<b>270</b>	<b>460</b>	<b>445</b>	<b>700</b>	<b>1,275</b>	<b>420</b>	<b>400</b>	<b>400</b>	<b>4,440</b>
<b>SKYHAVEN AIRPORT</b>										
SRE DOOR REPLACEMENT**	-	-	20	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	-	-	-	5	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG	-	15	-	-	-	-	-	-	-	15
TOW BEHIND MOWER ATTACHMENT	11	-	-	-	-	-	-	-	-	11
	<b>11</b>	<b>15</b>	<b>20</b>	-	<b>5</b>	-	-	-	-	<b>51</b>
<b>SECURITY - PORTSMOUTH AIRPORT</b>										
CCTV SECURITY GATES	50	-	-	-	-	-	-	-	-	50
REPLACE BADGING WORKSTATIONS	-	-	90	-	-	-	-	-	-	90
DURESS ALARM SYSTEMS	-	-	-	-	-	-	-	-	-	-
TRAINING VIDEO PRODUCTION	-	-	-	-	-	-	-	115	-	115
BADGE READER & MEDIA REPLACEMENT	-	89	-	-	-	-	-	-	-	89
SECURITY SYSTEM UPGRADE **	-	-	-	-	170	100	-	-	-	270
	<b>50</b>	<b>89</b>	<b>90</b>	-	<b>170</b>	<b>100</b>	-	<b>115</b>	-	<b>614</b>
<b>SECURITY - SKYHAVEN AIRPORT</b>										
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
<b>TRADEPORT</b>										
STORMWATER UPGRADES	-	25	-	-	-	25	-	-	-	50
HVAC IMPROVEMENTS - 55 INTERNATIONAL	-	-	125	-	-	-	-	-	-	125
	-	<b>25</b>	<b>125</b>	-	-	<b>25</b>	-	-	-	<b>175</b>
<b>MAINTENANCE</b>										
VEHICLE FLEET REPLACEMENT	54	-	-	-	150	-	80	-	-	284
PAINT MACHINE	15	-	-	-	-	-	-	-	-	15
BUILDING INFRASTRUCTURE **	-	-	-	50	-	-	-	-	-	50
SNOW MELTER/HAUL	-	-	-	-	-	-	150	-	-	150
	<b>69</b>	-	-	<b>50</b>	<b>150</b>	-	<b>230</b>	-	-	<b>499</b>
<b>TOTAL NON-GRANT CAPITAL PROJECTS</b>	<b>200</b>	<b>442</b>	<b>835</b>	<b>495</b>	<b>1,040</b>	<b>1,560</b>	<b>920</b>	<b>615</b>	<b>400</b>	<b>6,507</b>

# DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)

## CASH FLOW SUMMARY OVERVIEW

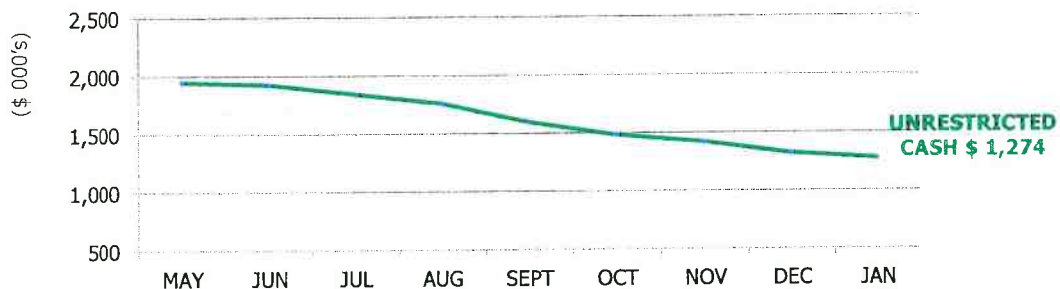
MAY 1, 2023 TO JANUARY 31, 2024

(\$ 000's)

(\$000'S)	AMOUNT	TOTAL FUND BALANCES	BALANCE AT 4/30/23	BALANCE AT 06/30/22
OPENING FUND BALANCE	1,946			
<b>SOURCES OF FUNDS</b>				
FACILITY RENTALS AND CONCESSIONS	408	UNRESTRICTED FUNDS	1,946	1,520
FUEL SALES	683	DESIGNATED FUNDS	160	160
REGISTRATIONS / WHARFAGE	516		2,106	1,680
MOORING FEES	-			
PARKING FEES	86			
	1,693			
<b>USES OF FUNDS</b>				
PERSONNEL SERVICES AND BENEFITS	1,209			
FUEL PROCUREMENT	569			
OPERATING EXPENSES	437			
CAPITAL EXPENDITURES AND OTHER	150			
	2,365			
<b>NET CASH FLOW</b>	(672)			
<b>CLOSING FUND BALANCE</b>	<b>1,274</b>			

CASH FLOW PROJECTION SENSITIVITIES INCLUDE: 1) ACCURACY OF CAPITAL EXPENDITURES FORECAST AND USE OF HARBOR DREDGING AND PIER MAINTENANCE FUNDS 2) FUEL CONSUMPTION AND 3) CONTINUED OVERSIGHT OF OPERATING EXPENSES

### PROJECTED UNRESTRICTED CASH BALANCES



**DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)**  
**STATEMENT OF CASH FLOW**

(\$000's)

<b>CASH FLOW - DPH</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>TOTAL</b>
<b>OPENING FUND BALANCE</b>	<b>1,946</b>	<b>1,948</b>	<b>1,926</b>	<b>1,841</b>	<b>1,758</b>	<b>1,597</b>	<b>1,483</b>	<b>1,419</b>	<b>1,319</b>	<b>1,946</b>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS AND CONCESSIONS	42	42	67	44	44	48	43	41	37	<b>408</b>
FUEL SALES	81	112	141	142	107	39	22	22	17	<b>683</b>
MOORING FEES	-	-	-	-	-	-	-	-	-	-
PARKING FEES	6	23	19	21	12	5	-	-	-	<b>86</b>
REGISTRATIONS / WHARFAGE	125	157	-	12	10	3	50	72	87	<b>516</b>
	<u>254</u>	<u>334</u>	<u>227</u>	<u>219</u>	<u>173</u>	<u>95</u>	<u>115</u>	<u>135</u>	<u>141</u>	<b>1,693</b>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	143	141	150	137	142	134	116	124	122	<b>1,209</b>
FUEL PROCUREMENT	65	90	120	121	87	30	19	19	19	<b>569</b>
UTILITIES	13	13	11	12	12	12	14	12	15	<b>114</b>
GENERAL AND ADMINISTRATIVE	10	12	11	12	11	10	10	10	10	<b>96</b>
BUILDINGS AND FACILITIES	19	49	19	19	19	19	19	19	19	<b>201</b>
PROFESSIONAL SERVICES	2	2	1	1	13	4	1	1	1	<b>26</b>
CAPITAL EXPENDITURES AND OTHER	-	50	-	-	50	-	-	50	-	<b>150</b>
	<u>252</u>	<u>357</u>	<u>312</u>	<u>302</u>	<u>334</u>	<u>209</u>	<u>179</u>	<u>235</u>	<u>186</u>	<b>2,365</b>
<b>NET CASH FLOW</b>	<b>2</b>	<b>(23)</b>	<b>(85)</b>	<b>(83)</b>	<b>(161)</b>	<b>(114)</b>	<b>(64)</b>	<b>(100)</b>	<b>(45)</b>	<b>(672)</b>
<b>CLOSING FUND BALANCE</b>	<b>1,948</b>	<b>1,926</b>	<b>1,841</b>	<b>1,758</b>	<b>1,597</b>	<b>1,483</b>	<b>1,419</b>	<b>1,319</b>	<b>1,274</b>	<b>1,274</b>

**DIVISION OF PORTS AND HARBORS (RESTRICTED FUNDS)**  
**CASH FLOW SUMMARY OVERVIEW**  
**MAY 1, 2023 TO JANUARY 31, 2024**

(\$ 000's)

**HARBOR DREDGING FUND**

(\$ 000's)	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>318</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
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>
<b>NET CASH FLOW</b>	<b><u>(120)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>198</u></b>

**REVOLVING LOAN FUND**

(\$ 000's)	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>152</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
LOAN REPAYMENTS	97
INTEREST INCOME-LOANS	29
INTEREST INCOME-FUND BALANCE	-
	<u>126</u>

**USES OF FUNDS**

NEW LOANS PROJECTED	130
GENERAL AND ADMINISTRATIVE	8
PROFESSIONAL SERVICES	12
	<u>150</u>
<b>NET CASH FLOW</b>	<b><u>(24)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>128</u></b>

**FOREIGN TRADE ZONE**

(\$ 000's)	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>5</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
FACILITY RENTALS	12
ALL OTHER	-
	<u>12</u>

**USES OF FUNDS**

GENERAL AND ADMINISTRATIVE	3
PROFESSIONAL SERVICES	-
OTHER	5
	<u>8</u>
<b>NET CASH FLOW</b>	<b><u>4</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>9</u></b>

TOTAL FUND BALANCES	BALANCE AT 4/30/23	BALANCE AT 06/30/22
HARBOR DREDGING	318	279
REVOLVING LOAN FUND	152	75
FOREIGN TRADE ZONE	5	11
	<u>475</u>	<u>365</u>





May 5, 2023

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

Dear Thomas and Paul:

We are pleased to confirm our understanding of services we are to provide for Pease Development Authority, a component unit of the State of New Hampshire (the Authority) for the year ending June 30, 2023.

### **Audit Scope and Objectives**

Berry Dunn McNeil & Parker, LLC (BerryDunn) will audit the financial statements of the Authority, which comprise the statement of financial position as of June 30, 2023 and the related statements of revenues, expenses and changes in net position and cash flows for the year then ending, and the related notes to the basic financial statements. U.S. generally accepted accounting principles (U.S. GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with U.S. generally accepted auditing standards (U.S. GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI that is required by U.S. GAAP and will be subjected to certain limited procedures, but will not be audited, is the MD&A.

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's basic financial statements. The following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with U.S. GAAS, and we will provide an opinion on it in relation to the financial statements in a report combined with our auditor's report on the financial statements

- 1) Management's Discussion and Analysis
- 2) Schedule of Collective Net Pension Liability
- 3) Schedule of Employer Contributions (Net Pension Liability)
- 4) Schedule of Collective Net OPEB Liability (NHRS OPEB Plan)
- 5) Schedule of Employer Contributions (NHRS OPEB Plan)
- 6) Schedule of Collective Net OPEB Liability (State OPEB Plan)
- 7) Notes to the Required Supplemental Information

Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
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The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Listing of the Board of Directors
- 2) Financial Highlights

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP), and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs, and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with U.S. GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the **appropriateness** of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.



Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
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Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly **inconsequential**. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for this inquiry.

Management override of controls, improper revenue recognition, misstatement of payroll expenses and related liabilities and grants have been identified as significant risks of material misstatement. However, our audit planning has not concluded and thus modifications to these significant risks may be made as a result of further audit planning procedures.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
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### **Audit Procedures—Internal Control**

We will obtain an understanding of the Authority and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, **misrepresentation**, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



### Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Authority in conformity with U.S. GAAP and the Uniform Guidance based on information provided by management. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand management's responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
Page 6

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. Management agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards. Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with U.S. GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
Page 7

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

As part of the audit, we will prepare a draft of the Authority's financial statements. The Authority agrees to assume all management responsibilities relating to the financial statements, and any other nonaudit services we provide. Further, the Authority agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management agrees to assume all management responsibilities for the tax services, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## Reporting

We will issue written reports upon completion of our audit of the Authority's financial statements. Our reports will be addressed to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
Page 8

### **Engagement Administration, Fees, and Other**

We understand that the Authority's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will electronically complete the appropriate sections of and certify Form SF-SAC, the Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations, that summarizes our auditor information (Part 1) and audit findings (Parts II and III), through the Bureau of Census' Internet Data Entry System (IDES). We will certify the submission as entered in IDES; however, it is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary of prior audit findings, auditor's reports, and corrective action plan). The IDES submission process must be completed within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection if called for by applicable requirements.

The audit documentation for this engagement is the property of BerryDunn and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under the supervision of BerryDunn personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date of the auditor's report or for any additional period requested by federal agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I am the engagement principal and responsible for supervising the engagement and signing the report or authorizing another principal to do so. We expect to begin our engagement in June 2023, and to issue our reports no later than October 31, 2023.

The Authority agrees to hold BerryDunn, its affiliates, and their principals, employees, representatives, successors and assigns harmless from any and all claims of the Authority which arise from knowing **misrepresentations** to BerryDunn by the management of the Authority, or the intentional withholding or concealment of information from BerryDunn by the management of the Authority. The Authority also agrees to indemnify BerryDunn for any and all claims made against BerryDunn by third parties which arise from any of these actions by the management of the Authority.



Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
Page 9

In the event that we receive a subpoena or summons requesting that we produce documents from this engagement or testify about the engagement, we will notify you prior to responding to it if we are legally permitted to do so. You may, within the time permitted for us to respond to the request, initiate such legal action as you deem appropriate to protect the information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. You agree to reimburse us for our time and out-of-pocket expenses, including attorney's fees, incurred in response to any such subpoena or summons.

We reserve the right to suspend or terminate our work in the event we do not receive timely payment of our billing statements. In the event that our work is suspended or terminated as a result of nonpayment, you agree that we will not be responsible for your failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet such deadlines.

Our billings for the services set forth in this letter, which will be based upon our rates for this type of work, will be rendered during the engagement and are payable upon receipt. A late charge is added on all unpaid bills in excess of 30 days at an annual rate of 18% (1½% per month). This engagement includes only those services specifically described in this letter. Appearances before judicial proceedings or government agencies such as the Internal Revenue Service or other regulatory bodies, arising out of this engagement, will be billed to you separately. Fees for the above services will not exceed \$71,250, subject to out of scope services that may arise as described in the next paragraph. Out-of-pocket expenses for the above services will be billed separately and will not exceed \$1,000.

We have endeavored to provide for a fixed fee for this engagement. Our fee is based on the assumption that your staff will be well prepared for the engagement and have available any requested documents prior to the start of our work. Our fee also does not provide for any additional time should we encounter any unusual or out of scope situations for which we have not planned, including if we have to test an additional federal program (such as Cares Act Funding) as a major program, or if consulting services are necessary for any financial reporting or tax matters. In the event we encounter any of these circumstances while performing our engagement, we will endeavor to inform you to discuss any additional procedures necessary, as well as the impact that this might have on our fee as soon as we know the full extent of the additional work.

In addition to the services described in this letter, we would be pleased to discuss additional services we may provide to the Authority. Any such nonaudit services, the scope of which would not constitute an audit conducted under, and will not be conducted in accordance with, *Government Auditing Standards*, will not involve performing management functions or making management decisions. In performing any such services, you and we hereby mutually understand and agree that management is responsible for the substantive outcomes of the subject matter of the services and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the services. Management also will be responsible for the following:

- Designating an individual who possesses suitable skill, knowledge and/or experience, preferably within senior management, to oversee the service. That individual will be the signer of this letter unless another individual is designated in writing.
- Establishing and monitoring the performance of the service to ensure that it meets management's objectives.
- Assuming all responsibilities that involve management functions related to the service and accepting full responsibility for the results of such service.

Thomas Ferrini, Audit Committee Chair  
Paul Brean, Executive Director  
May 5, 2023  
Page 10

- Evaluating the adequacy of the services performed and any findings that result.
- Establishing and maintaining internal controls, including monitoring ongoing activities and custody of all the Authority's assets.

As required by the Uniform Guidance, attached is a copy of our firm's most recent peer review report.

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, an electronic sound symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with an intent to sign the record, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

BERRY DUNN McNEIL & PARKER, LLC

By: Robert S. Smalley III  
Robert Smalley, CPA  
Principal

Enclosures: Peer review report

This letter correctly sets forth our understanding and is accepted by us.

PEASE DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Mr. Thomas Ferrini, Audit Committee Chair

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Mr. Paul Brean, Executive Director

\_\_\_\_\_  
Date



Briscoe, Burke & Grigsby LLP  
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

October 11, 2021

To the Members of Berry Dunn McNeil & Parker LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Berry Dunn McNeil & Parker LLC (the firm) applicable to engagements not subject to permanent PCAOB inspection in effect for the year ended June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

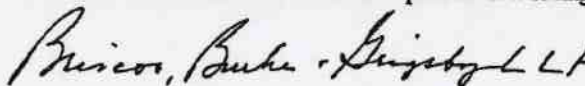
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berry Dunn McNeil & Parker LLC applicable to engagements not subject to permanent PCAOB inspection in effect for the year ended June 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Berry Dunn McNeil & Parker LLC has received a peer review rating of *pass*.



Certified Public Accountants



**PEASE**  
INTERNATIONAL  
PEASE DEVELOPMENT AUTHORITY  
PORTSMOUTH, NH

2023 Pre-Audit Communications

# 2023 Pre-Audit Communications

Audit Committee



May 18, 2023



# Agenda

- 1 Required Auditor Communications
- 2 Planned Significant Audit Areas
- 3 Audit Timing
- 4 Emerging Issues
- 5 Planning Inquiries



# Pre-Audit Communication

## MANAGEMENT RESPONSIBILITIES

- Preparation and fair presentation of the financial statements
- Design, implementation and maintenance of effective internal controls
- We are not a component of internal controls

## OUR RESPONSIBILITIES

- Express an opinion on PDA's financial statements
- Audit is designed to obtain reasonable assurance that the financials are free from material misstatement
- We will not opine on the Management's Discussion and Analysis, RSI or Other Information
- Audit does not relieve management or those charged with governance of their responsibilities

# Required Auditor Communication (Continued)

## Required Supplementary Information

- 1 Management's Discussion and Analysis
- 2 Schedule of Collective Net Pension Liability
- 3 Schedule of Employer Contributions to Pension Plan
- 4 Schedule of Collective Other Post-Employment Benefits (OPEB) Liability for NHRS and State Plans
- 5 Schedule of Employer Contributions to OPEB Plan for NHRS Plan
- 6 Notes to the Required Supplementary Information



# Pre-Audit Communication

## PLANNING AND PERFORMING THE AUDIT

- ▶ We consider internal control, but do not express an opinion on it
- ▶ We perform tests in key audit areas; those tests may change from year to year
- ▶ We utilize a risk-based audit approach
- ▶ We are not aware of any relationships that impair our independence





# Pre-Audit Communications

## FEDERAL COMPLIANCE AUDIT

- 1 We will issue an opinion on PDA's compliance with the direct and material requirements of each major program
- 2 We will provide an opinion on the schedule of expenditures of federal awards in relation to the financial statements
- 3 We will consider internal controls over compliance with the requirements that could have a direct and material effect on a major program, but do not express an opinion on internal controls over compliance
- 4 We will perform certain tests of PDA's compliance with laws, regulations, contracts, and grants. Issuing an opinion is not our objective.

# Planned Significant Audit Areas



In addition to the significant audit areas and risks noted above, we will select other areas and transactions to test to preserve the element of unpredictability and will modify our audit approach, as necessary, based on new information that may come to our attention.

# Audit Timing





## Communications at the Conclusion of the Audit


- Internal control matters, if identified
- Qualitative aspects of accounting practices
- Audit adjustments and unrecorded audit adjustments
- Difficulties and disagreements with management
- Consultations with other accountants
- Management representations



# Emerging Issues



**GASB 96**  
*Subscription-Based Information Technology Arrangements*



**GASB 97**  
*Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*



## Planning Inquiries

- ▶ What are your views about the risks of fraud?
- ▶ Do you have any knowledge of any actual, suspected or alleged fraud affecting PDA or its federal award program?
- ▶ Do you have any knowledge of any possible or actual noncompliance or abuses of broad programs and controls occurring during the year?
- ▶ What is the Committee's role in the oversight of management's process for identifying and responding to fraud risks and the controls established to mitigate those risks?
- ▶ Are you aware of any instances of noncompliance with laws and regulations that would be direct and material to the financial statements
- ▶ Are there any specific areas of concern to the Committee that we should consider during the design of our audit procedures?

# Contact Information

**Rob Smalley, CPA**  
Principal  
[rsmalley@berrydunn.com](mailto:rsmalley@berrydunn.com)  
603.518.2627

**Katy Balukas, CPA**  
Senior Manager  
[kbalukas@berrydunn.com](mailto:kbalukas@berrydunn.com)  
603.518.2648



This report/communication is intended solely for the information and use of the Board of Trustees and its committees and management and is not intended to be, and should not be, used by anyone other than these specified parties.

[berrydunn.com](http://berrydunn.com)

**MEMORANDUM**

**TO:** Pease Development Authority Board of Directors  
**FROM:** Paul E. Brean, Executive Director *Peb*  
**DATE:** May 10, 2023

**SUBJECT:** Licenses / ROEs / Easements / Rights of Way

\*\*\*\*\*

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

- Name:** New Hampshire Air National Guard  
**License:** Right of Entry  
**Location:** Pease Development Authority (PDA) owned parking lot located at 119 Arboretum Drive  
**Purpose:** For a Disaster Response Exercise  
**Term:** Friday, June 9, 2023 and Tuesday, June 13, 2023

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





NEW HAMPSHIRE AIR NATIONAL GUARD  
HEADQUARTERS 157TH AIR REFUELING WING  
PEASE AIR NATIONAL GUARD BASE NEW HAMPSHIRE

9 May 2023

MEMORANDUM REGARDING MAJOR ACCIDENT RESPONSE EXERCISE

TO: PEASE DEVELOPMENT AUTHORITY

FROM: NH AIR NATIONAL GUARD AT PEASE

SUBJECT: NH Air National Guard Disaster Response Exercise

1. The New Hampshire Air National Guard (NHANG) will conduct a Major Accident Response Exercise (MARE) on the Pease Development Authority (PDA) owned parking lot located at 119 Arboretum Drive (as shown on Attachment 1), on Friday, June 9, 2023 and Tuesday, June 13, 2023, between 8 AM and 5 PM each day. The MARE is part of the preparation for the September 2023 Airshow and also is required by Air Force Instruction 10-1004 Chapter 10. This memorandum serves as an agreement between the NHANG, on behalf of it and the Participants, and the PDA for use of the above-referenced property.
2. The term "Participants" for purposes of this memorandum refer to any person who, by nature of their normal mishap response duties, will be on the exercise property referred to in this memorandum. All participants for this event will be military members of the New Hampshire Air National Guard 157th Air Refueling Wing or civilian employees employed at Pease Air National Guard Base, with the exception of four additional civilian agencies: the Town of Newington Fire Department, the Town of Newington Police Department, the City of Portsmouth Fire Department, and the City of Portsmouth Police Department.
3. The Participants will incur no financial obligation to use the property.
4. The NHANG will ensure the following:
  - a. Participants are limited to the minimum number of individuals required to fulfill their mishap response duties in support of the exercise and to provide beneficial training as an effective means of Air Show preparation.
  - b. Only motorized equipment that can safely operate on the paved surfaces and fit on the property will be used for the MARE.
  - c. Any other equipment must be able to be hand carried onto the designated area.
  - d. All equipment, training items, and any waste generated will be removed at the completion of the Exercise. The intent of this memorandum is the participants will "leave no trace" at the conclusion of the event and return the property to the condition it existed at the commencement of the event.

5. Liability

- a. Dependent upon the responsible party, claims for damage(s) shall be addressed in accordance with NH RSA Chapter 541-B (Claims against the State) or the 28 USC §2671 et seq. (Federal Tort Claims Act)/ 32 USC §715 (National Guard Claims Act).
- b. In the event that any third party notifies the PDA that it intends to file a claim or is considering filing a claim against the NHANG for any activity covered by this memorandum, the PDA will direct such third party to the New Hampshire National Guard, attention Office of the Staff Judge Advocate, 1 Minuteman Way, Concord, NH 03301. Nothing in this memorandum of agreement is intended or shall be construed as an assumption of liability by the United States, the NHANG, the PDA, or the State of New Hampshire.
- c. The NHANG expressly waives all claims against the PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of Participants' and their employees, agents, patrons, contractors, or invitees use of the property, or the conduct of activities or the performance of responsibilities under this agreement.

6. The property is provided "as-is" with no representations made about the suitability of the property for the intended use by the Participants.

7. Please direct any questions to the Pease Air National Guard Chief of Safety, Lt Col Walter Hale (603) 430-2345 or (603) 570-8701.

**New Hampshire Air National Guard**

HALE.WALTER.ALVIN.I  
V.1240768697

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HALE.WALTER.ALVIN.IV.1240768697  
Date: 2023.05.09 11:49:34 -04'00'

By:

WALTER A. HALE IV, Lt Col, USAF  
Chief of Safety, 157 ARW  
Duly Authorized

Dated: 9 May 2023

**Pease Development Authority**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Paul E. Brean  
Executive Director  
Duly Authorized

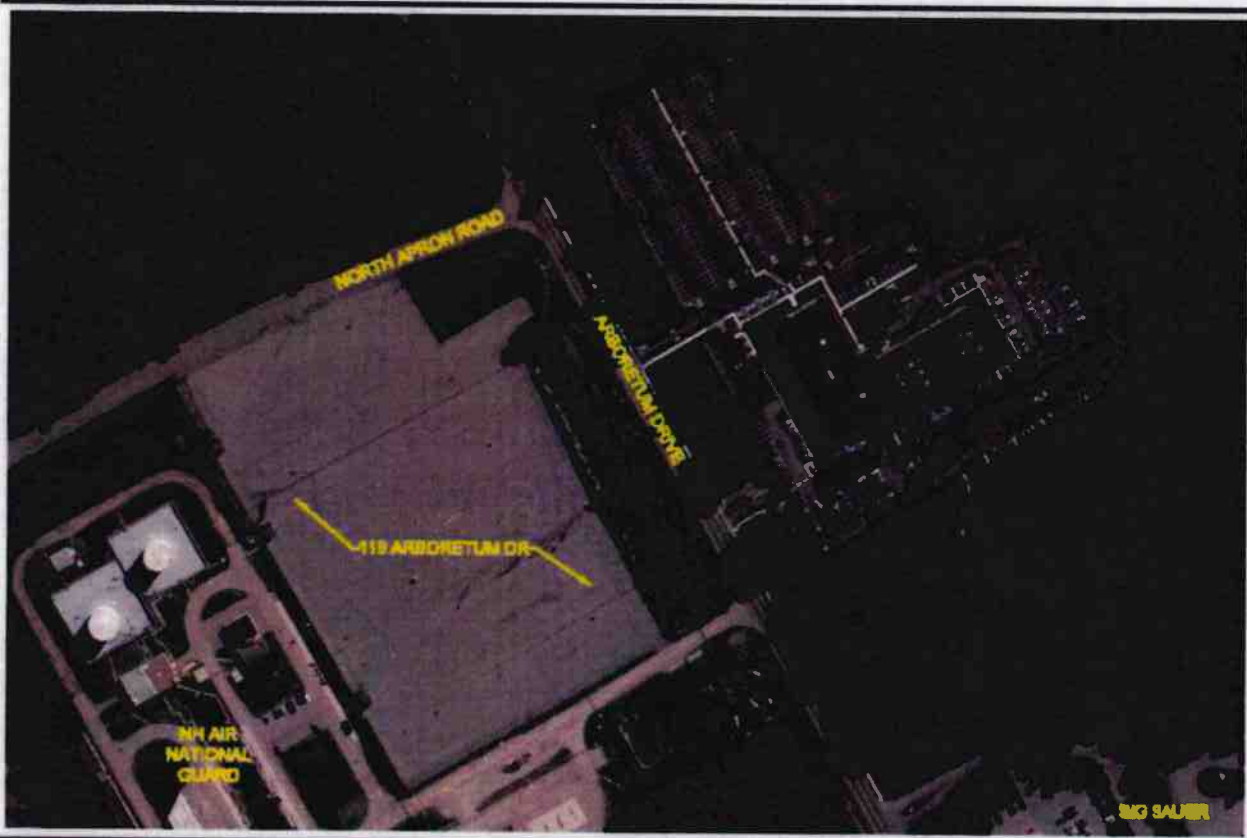



Exhibit Depicting 119 Arboretum Drive

DEMAND BY: DPM DATE: 4/18/25 SCALE: 1"=200'

 PEASE DEVELOPMENT AUTHORITY

22 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

## MEMORANDUM

TO: Pease Development Authority Board of Directors 

FROM: Paul E. Brean, Executive Director

DATE: May 10, 2023

SUBJECT: Lease Report

\*\*\*\*\*

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

1. Tenant: UBEO, LLC  
Space: 100 International Drive (Suite #352)  
Use: Office and Related Use  
Term: Three (3) Years
  
2. Tenant: Aclara Meters LLC  
Space: 30 New Hampshire Avenue  
Use: General Office Use, Research and Development, Laboratory and such ancillary uses as permitted  
Term: One Hundred Twenty-Three (123) months, with two (2) additional terms of five (5) years each.
  
3. Entity: Pease Development Authority  
Summary: Change of Address from 80 Rochester Avenue to 100 New Hampshire Avenue

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



**MEMORANDUM**

To: Pease Development Authority Board of Directors  
From: Paul E. Brean, Executive Director *peb*  
Date: May 8, 2023  
Re: Sublease between 100 International, LLC and UBEO, LLC

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

A. Tenant: UBEO, LLC  
Space: 800 square feet at 100 International Drive (Suite #352)  
Use: Office and Related Use  
Term: Three (3) Years

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

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

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

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

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

P:\TWOINTL\100 International\Board\Memo re-UBEO, LLC 5-18-23.docx

## NOTICE OF CONSENT

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

### RECITALS

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

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

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

C. Lessee has requested authorization to sublease approximately 800 square feet within the Leased Premises at 100 International Drive (Suite #352), UBEO, LLC ("Sublessee"), existing under the laws of the State of Texas, and is qualified to do business in New Hampshire.

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

### TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Sublessee for approximately 800 square feet within the Leased Premises.


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

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

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

This Notice of Consent is executed, effective this 11 day of April, 2023 by the Pease Development Authority.

**PEASE DEVELOPMENT AUTHORITY**

  
By: \_\_\_\_\_  
Its: Executive Director

AGREED AND ACCEPTED

**100 INTERNATIONAL, LLC**

4.11.23  
Date

By:   
Its: Lo-Manager

EXHIBIT A  
SUBLEASED PREMISES

THIS SUBLEASE  
BETWEEN  
THE LESSOR AND THE LESSEE  
AS SET FORTH  
AND  
THE TERMS  
AS SET FORTH  
HEREIN CONTAINED  
SHALL BE  
GIVEN EFFECT  
FROM THE DATE HEREON  
AND SHALL BE  
DATED AS OF MARCH 1, 1954



SUBLEASE

BETWEEN

100 INTERNATIONAL, LLC

AS  
"SUBLESSOR"

AND

UBEO, LLC

AS  
"SUBLESSEE"

100 INTERNATIONAL DRIVE

SUITE #352

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF MARCH 30, 2023

## Memorandum

To: Pease Development Authority Board of Directors  
From: Paul E. Brean, Executive Director *PEB*  
Date: May 8, 2023  
Subject: Sublease between Spyglass Development LLC and Aclara Meters LLC

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease between **Spyglass Development LLC** ("Spyglass") and **Aclara Meters LLC** ("Aclara") at **30 New Hampshire Avenue** consisting of approximately 52,600 square feet. The Sublease is for a term of **one hundred twenty-three months (123) with two (2) additional terms of five (5) years each**. Aclara will be utilizing the Subleased Premises for general office use, research and development, laboratory and such ancillary uses as permitted.

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

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

The use of the Subleased Premises associated with the sublease is permitted under the original sublease;

The sublease is consistent with the terms and conditions of the original Sublease;

The original Sublease remains primarily liable to Sublessor to pay rent and to perform all other obligations to be performed by Sublessee under the original Sublease; and

The proposed Sublessee is financially and operationally responsible."

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

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

P:\KANERD\Syglass\Board\Aclara - 30 NH Ave.docx

**NOTICE OF CONSENT**

This NOTICE OF CONSENT ("Notice") dated April 21, 2023 is given by the PEASE DEVELOPMENT AUTHORITY ("Sublessor") to Spyglass Development, LLC ("Sublessee"). Sublessor and Sublessee may be referred to jointly as the "Parties".

**RECITALS**

A. Sublessor and Sublessee are parties to a Lease Agreement, as amended, regarding 30 New Hampshire Avenue, pursuant to an Assignment and Assumption of Sublease dated June 8, 2021 (the "Leased Premises").

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

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

C. Sublessee has requested authorization to sublease the Leased Premises at 30 New Hampshire Avenue to Aclara Meters LLC. ("Aclara") a Delaware limited liability company.

D. The proposed sublease to Aclara is for use general office, research and development, laboratory and such ancillary uses as permitted under the Ground Lease. The term is for one hundred twenty-three (123) months with two (2) additional terms of five (5) years each, if such term is available under the Sublease between the parties.

**TERMS AND CONDITIONS**

1. Sublessor hereby consents to the sublease attached hereto as Exhibit A, with Aclara for the 30 New Hampshire Avenue.

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

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

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

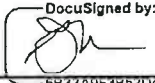
**Pease Development Authority**

By: 

Paul E. Brean

Its Executive Director, duly authorized

**Spyglass Development, LLCLLC**  
a New Hampshire limited liability company

By: 

Michael J. Kane

Title: Member, Duly Authorized



**EXHIBIT A**  
**SUBLEASED PREMISES**

10/14/13

ALL INFORMATION CONTAINED

HEREIN IS UNCLASSIFIED

DATE

BY

10/14/13

ALL INFORMATION CONTAINED

HEREIN

LEASE

SPYGLASS DEVELOPMENT, LLC,  
a New Hampshire limited liability company, as



Landlord,

and

ACLARA METERS LLC,  
a Delaware limited liability company, as

Tenant

## Memorandum

To: Paul Brean, Executive Director   
From: Michael R. Mates, P.E., Director of Engineering   
Date: May 8, 2023  
Subject: Address Change: 80 Rochester Avenue to 100 New Hampshire Avenue

---

I am reporting an address change for the property located at 80 Rochester Avenue where Aviation Avenue Group, LLC recently received a **recommendation** for approval from the City of Portsmouth Planning Board for a new advanced manufacturing facility. The new address will be 100 New Hampshire Avenue.

The address is being changed because the front of the new building will face New Hampshire Ave and the rear of the building will be along Rochester Ave. In addition, New Hampshire Ave is the main thoroughfare through the Tradeport so it will be easier for emergency services to locate this address.

While the PDA has been informally referring to the address of this parcel as 100 New Hampshire Avenue for some time now, in order to officially change the address, the Chairman of the Board is required to sign the attached Application for Voluntary Change of Address. At next week's Board of Directors Meeting, please seek the signature of Chairman Duprey on the Application for Voluntary Change of Address.

N:\ENGINEER\Board Memos\2023\100 NH Ave Address Change.docx

DATE 5/10/2023

Portsmouth MAP 308 LOT 1

Insert Town seal	TOWN OF <u>Pease International Tradeport</u>
------------------	--

**APPLICATION FOR**  
**VOLUNTARY**  
**CHANGE OF ADDRESS**

NAME OF OWNER: Pease Development Authority

MAILING ADDRESS 55 International Drive, Portsmouth, NH 03801

LOCATION OF PROPERTY: Pease International Tradeport - Portsmouth, NH

APPLICATION IS FOR CHANGE OF ADDRESS NUMBER FROM: 80 Rochester Avenue, Portsmouth  
TO: 100 New Hampshire Avenue, Portsmouth FOR EMERGENCY RESPONDERS TO EASILY  
LOCATE THE PROPERTY.

Signature of property owner(s): 

Board of Directors  Approval  Rejected

Explanation: \_\_\_\_\_  
\_\_\_\_\_

Board of Directors

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRINT

Date signed: \_\_\_\_\_



## MOTION

Director Fournier:


The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with DAS Fire Protection of Rowley, MA for the design and installation of a sprinkler system in the canopied covered patio area at Pease Golf Course in an amount not to exceed \$10,110.00; and to expend additional funds in an amount not to exceed \$2,500.00 for costs associated with this installation; all in accordance with the memorandum of Scott DeVito, General Manager - Pease Golf Course, dated May 10, 2023, attached hereto and incorporated herein.


In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement as the design and installation are considered a life safety issue and time is of the essence given the start of the golf season and the number of scheduled events that utilize the canopy space.

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

N:\RESOLVES\2023\Golf- Sprinkler System Design & Installation Patio Area with Waiver (5-18-2023).docx

## MEMORANDUM

To: Paul Brean, Executive Director 

From: Scott DeVito, General Manager – Pease Golf Course 

Date: May 10, 2023

Subject: Installation of Fire Sprinkler System

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This is a request to contract with DAS Fire Protection of 62 Forest Ridge Drive, Rowley, MA 01969, to design and install a fire sprinkler system for the canopied covered patio area at the Pease Golf Course. The building permit for the patio frame and canopy is currently still open with the City of Portsmouth. Pursuant to the Golf Course's annual Right of Assembly Permit issued by the City of Portsmouth Fire Department, a canopy fire sprinkler system is required. Golf Course staff contacted various companies in order to obtain quotes for this work. Some did not respond, while others noted they could not perform the work until much later in the season. Given the active start to the golf season, and the Golf Course's fully booked event schedule, use of the canopied patio area is vital to operations. DAS Fire Protection responded with a quote of \$10,110.00, and confirmed it could have the system installed by Friday, June 30, 2023.

Funds for the equipment and installation would come from the Golf Course's capital schedule. At the May 18, 2023, Board meeting, please seek authority to hire DAS Fire Protection to design and install the fire sprinkler system for the canopied patio area, in an amount not to exceed \$10,110.00. Expenses not included in the quote are any city fees, fire alarm testing, fire system testing, electrical, cutting patching painting carpentry work that may result due to the sprinkler install. Additional estimated funds for these expenses are \$2,500.00. Thank you for your consideration.

P:\BOARDMTG\2023\Golf - Fire Sprinkler System Design and Install - RFP Waiver Memo (5-18-2023).docx

## MEMORANDUM

TO: Pease Development Authority Board of Directors

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

RE: Signage Reports

DATE: May 10, 2023

\*\*\*\*\*

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

1. Entity: Mass General Brigham (Wentworth Douglass Hospital)  
Location: Corporate Drive  
Summary: Modify the existing signage to reflect updated logo.
  
2. Entity: Optima Dermatology  
Location: 111 New Hampshire Avenue  
Summary: Update the existing sign to reflect new tenancy.

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

## Memorandum

To: Paul Brean, Executive Director *LAB*  
From: Michael R. Mates, P.E., Director of Engineering *MRM*  
Date: May 1, 2023  
Subject: Sign Revision Report of Mass General Brigham on Corporate Drive

In accordance with my authority under the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" adopted by the PDA Board of Directors on June 20, 2005, I am reporting the following:

Wentworth-Douglass Hospital is now a member of the Mass General Hospital family and is requesting approval to update their existing signage on their campus on Corporate Drive to reflect the change. Attached are details that reflect the new signage.

This sign revision meets all of the following conditions:

1. The request is limited to in kind replacement when required for maintenance, revision to sign graphics reflecting a new name or logo for an existing tenant, or revision to sign graphics to reflect a change in tenancy.
2. No substantive change in size or style of the sign.
3. Consistent with the terms and conditions of the original sign approval.
4. All other conditions of the PDA Land Use Controls are satisfied.

Director Fournier has reviewed the sign revisions and has given his approval. At the upcoming Board meeting, please report this approved sign revision.



**Minor Sign Revisions**  
**67, 73 & 121 Corporate Drive**

**Wentworth-Douglas Hospital to Mass General Brigham**

**Building Sign**



Existing

Square Footage = 326.67 ft<sup>2</sup>



Proposed

Square Footage = 319.21 ft<sup>2</sup>

**Monument Sign**



Existing

Square Footage = 72.50 ft<sup>2</sup>



Proposed

Square Footage = 72.50 ft<sup>2</sup>

## Memorandum

To: Paul Brean, Executive Director *PJB*  
From: Michael R. Mates, P.E., Director of Engineering *MEM*  
Date: May 8, 2023  
Subject: Sign Revision Report of Optima Dermatology at 111 New Hampshire Avenue

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In accordance with my authority under the "Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs" adopted by the PDA Board of Directors on June 20, 2005, I am reporting the following:

Optima Dermatology is the new subtenant at 111 New Hampshire Avenue replacing Convenient MD. They are proposing to modify the existing signage to reflect the change in tenancy. They will use the same sign structure at the entrance to the facility replacing the logos on both sides of the sign. Attached are details that reflect the new signage.

This sign revision meets all of the following conditions:

1. The request is limited to in kind replacement when required for maintenance, revision to sign graphics reflecting a new name or logo for an existing tenant, or revision to sign graphics to reflect a change in tenancy.
2. No substantive change in size or style of the sign.
3. Consistent with the terms and conditions of the original sign approval.
4. All other conditions of the PDA Land Use Controls are satisfied.

Director Fournier has reviewed the sign revisions and has given his approval. At the upcoming PDA Board of Directors' meeting, please report this approved sign revision.

N:\ENGINEER\Board Memos\2023\Optima Dermatology Sign Report2.docx

**Sign Type | Monument Update**

- (A) **Face**  
 (2) 1/4" ALUMINUM  
 -PAINTED WHITE

- (B) **Letters**  
 1/4" ALUMINUM  
 -FACES/EDGES PAINTED TO MATCH  
 PINS 7/16" & BLACK  
 -DIGITALLY PRINTED WHITE COPY | ORIX

**Install**  
 WILL CRUIE BOTH SIDES OF EXISTING MOUNTMENT



2 Context

SCALE: NTS



1 Elevation  
 S:\ALPHIA\_OBS\OPTIMA\_DERMATOLOGY\PORTSMOUTH\103159 - PATIENT SUPPORT CENTER

SCALE: 1:1/2" = 1'-0"

**Project:**  
 Optima Dermatology  
 Portsmouth  
 111 New Hampshire Ave  
 Portsmouth, NH

**Designer:** DL  
**Job Number:** 103159  
**Date:** 12.1.22

Rev 1  
 Rev 2  
 Rev 3  
 Rev 4  
 Rev 5



6501 James Ave S  
 Minneapolis, Minnesota 55431  
 952.941.9000  
[archetype-sign.com](http://archetype-sign.com)

**Client:**  
 Gary Stenier  
 952.841.9603  
[garystenerdesign.com](http://garystenerdesign.com)

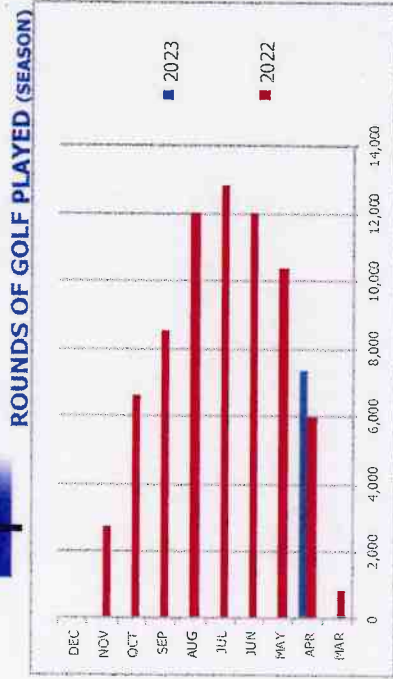
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Approved

Type  
 Description



# KEY GOLF COURSE BENCHMARKING DATA



2023 SEASON	2022 SEASON	2021 SEASON
7,359	71,985	66,590

RAIN DAYS	11	51	49
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## 2023 MEMBER / NONMEMBER ROUNDS (SEASON)



GRILL 28 GROSS SALES	FY 2022	FY 2023	GOLF SIMULATOR REVENUES	FY 2022	FY 2023	CONCESSION FEES EARNED (17%)	FY 2022	FY 2023	CONCESSION FEES EARNED (17%)	
JULY	\$1,158	\$495	JULY	\$1,158	\$495	JULY	\$262,957	296,042	JULY	\$262,957
AUGUST	\$915	\$827	AUGUST	\$915	\$827	AUGUST	270,631	360,829	AUGUST	270,631
SEPTEMBER	\$326	\$1,509	SEPTEMBER	\$326	\$1,509	SEPTEMBER	235,234	297,268	SEPTEMBER	235,234
OCTOBER	\$4,244	\$4,441	OCTOBER	\$4,244	\$4,441	OCTOBER	191,416	227,600	OCTOBER	191,416
NOVEMBER	\$14,746	\$13,652	NOVEMBER	\$14,746	\$13,652	NOVEMBER	119,952	147,784	NOVEMBER	119,952
DECEMBER	\$23,112	\$21,235	DECEMBER	\$23,112	\$21,235	DECEMBER	138,710	171,720	DECEMBER	138,710
JANUARY	\$24,253	\$27,493	JANUARY	\$24,253	\$27,493	JANUARY	94,159	144,384	JANUARY	94,159
FEBRUARY	\$26,580	\$26,027	FEBRUARY	\$26,580	\$26,027	FEBRUARY	109,814	141,590	FEBRUARY	109,814
MARCH	\$23,360	\$27,745	MARCH	\$23,360	\$27,745	MARCH	150,980	156,867	MARCH	150,980
APRIL	\$4,429	\$5,099	APRIL	\$4,429	\$5,099	APRIL	190,483	229,175	APRIL	190,483
MAY	\$135		MAY	\$135		MAY	284,835		MAY	284,835
JUNE	\$517		JUNE	\$517		JUNE	312,758		JUNE	312,758
<b>TOTAL</b>	<b>\$119,346</b>	<b>\$128,523</b>					<b>\$2,361,929</b>	<b>\$2,173,259</b>		<b>\$401,528</b>

2023 ROUNDS-SEASON	MEMBER	NONMEMBER	TOTAL
	1,245	6,114	7,359

2022 ROUNDS-SEASON	MEMBER	NONMEMBER	TOTAL
	15,533	56,452	71,985

CLUB/ COURSE FUNCTIONS	FY 2022 YTD	FY 2023 YTD
GROUPS 20-59	41,102	47,680
TOURNAMENT PLAY	117,425	178,595
LEAGUES	65,289	68,325
FOOD AND ROOM FEES	169,032	289,507



# AIRPORT REPORT PERIOD ENDING APRIL 2023

APRIL ENPLANEMENTS	2023
Scheduled Enplanements	6,060
Chartered Enplanements	2,014
<b>Total Enplanements</b>	<b>8,074</b>
<b>2023 Enplanements YTD</b>	<b>26,467</b>

**REVENUE PARKING** \$73,507

1507 Transactions @ \$48.77

**FUEL FLOWAGE FEES** \$72,412.38

Total Gallons 1,448,247.50  
 CRAF and DOD 71%  
 Commercial 16%  
 General Aviation 13%



- **Fuel Pricing**
  - Port City Air Retail; \$5.65 Jet A
  - Port City Air Retail; \$6.15 100LL
  - Northeast Avg; \$6.65 Jet A, \$6.98 100LL
- **Grant Projects**
  - Domestic Arrivals Hall Upgrades
  - Taxiway Alpha
- **CBP Staffing 0700-1900**

## Memorandum

To: John Meehan, Airport Operations Manager *JM*  
From: Sandy McDonough, Airport Community Liaison *SM*  
Date: May 8, 2023  
Re: Noise Report for April, 2023

The Portsmouth International Airport at Pease ("PSM") received 20 noise inquiries in April, 2023, the vast majority of which involved military traffic, which has increased recently in light of global events.

Eleven of the inquiries were received while Runway 16 was in use:

- April 3, 2023: Portsmouth, NH resident who resides near the south end of the airport called at 11:50 am regarding a helicopter flying over the neighborhood while coming into land at Port City Air. Some helicopter pilots not familiar with PSM are not aware of its voluntary noise restrictions. Helicopters are asked to fly a RUNWAY heading and when over the number on the runway, they fly to the east to land on TAXIWAY A.
- April 5, 2023: Dover, NH resident called concerning aircraft that seem to fly every night. Two based New Hampshire Air National Guard ("NHANG") KC46A refuelers were practicing touch-and-go maneuvers before landing for the night. The aircraft fly varied patterns to minimize noise impact over one particular area.
- April 13, 2023:
  - Newington, NH resident called about a helicopter performing repeated low flybys at 8:40 pm. It is unknown what helicopter it was that particular night, but it may have been a search and rescue over the river or military helicopter practicing operations. There were multiple helicopter squadrons overnighing at Port City Air in April.
  - Dover, NH resident called regarding an "extra noisy plane". About the time of the call there were three based NHANG KC46A refuelers arriving on Runway 16, one of which had to circle around and land Runway 34.
  - Newington, NH resident called regarding multiple helicopters operating. PSM had multiple military fixed and rotor-wing activity throughout the day, and there were multiple helicopter squadrons overnighing at Port City Air in April.

- Portsmouth, NH resident that lives adjacent to the airport called to report a helicopter that flew over their neighborhood. There was **military** helicopter activity at PSM that day. I was not able to determine which one it was, but military helicopters are louder and it may project sound as if it was over the neighborhood even if it was just nearby. There were multiple helicopter squadrons overnight at PCA in April.
- Portsmouth, NH resident that lives adjacent to the airport called about a loud helicopter flying at 8:52 pm. There were multiple helicopter squadrons overnight at PCA in April.
- April 14, 2023: Portsmouth, NH resident called about a helicopter passing over his neighborhood. The helicopter was a LifeFlight of Maine aircraft that was flying into Portsmouth Regional Hospital; the aircraft did not land or depart from PSM.
- April 22, 2023:
  - Berwick, ME resident called about an Antinov 124 aircraft that was flying low over his home. The cloud ceiling was low and the noise can reverberate off the clouds making it louder and appear lower than it actually is. Air Traffic Control did not report the aircraft being lower than it should have been.
  - Portsmouth, NH resident called about an extremely loud aircraft that had just departed. Air Traffic Control did not report the Antinov 124 aircraft being lower than it should have been.
- April 24, 2023: Durham, NH resident called alleging daily and nightly large low flying planes that rattle her house. The only flight departure that night, in the vicinity, was an Embraer 505 Phenom which is a small turbo fan jet. I recommended that she note times and dates of the occurrences. It will help with researching the complaint.

Nine of the inquiries were received when Runway 34 was in use:

- April 4, 2023: Greenland, NH resident reported multiple flights over his home around 9:00 pm. Two based NHANG KC46A refuelers were practicing some touch-and-go maneuvers before landing for the night. The resident lives where the aircraft turn from downwind leg to base leg causing a little more noise than just flying straight. Based Tenants practice touch-and-go maneuvers up until 11:00 pm per the PSM voluntary noise procedures.
- April 6, 2023:
  - Portsmouth, NH resident that lives adjacent to the airfield called about a helicopter that flew over his house. The helicopter is believed to have been a Lifeflight of Maine helicopter fueling and continuing on to a Boston hospital.
  - Same resident as above from Portsmouth, NH called about another loud helicopter that flew over the neighborhood. It is believed to have been the Lifeflight from earlier returning from Boston to refuel before returning to Maine.

- April 7, 2023: Dover, NH resident called about excessive noise. I left a message to get more details but received no call back. There was a KC135 military refueler aircraft, a C17 military cargo aircraft, and a KC46A military refueling aircraft that departed Runway 34 within an eighteen minute timespan.
- April 13, 2023:
  - Rye, NH resident called about a large aircraft that was low coming over his house at about 1,000 feet. The aircraft was a military C5 flying in the pattern while at the same time there was smaller traffic in the pattern. It appears ATCT directed the large C5 into a right traffic pattern and the other aircraft into a left traffic pattern to provide adequate spacing.
  - Rye, NH resident called regarding excessive overhead flying. In a short time there were three KC46A military refuelers and two military C17's that departed Runway 34 and one of the KC46A's came around to practice touch-and-go maneuvers.
- April 19, 2023: Portsmouth, NH resident called about an extremely loud aircraft that he claimed blew out his ear drums and shook the foundation. Two military F35's had departed Runway 34.
- April 20, 2023: Portsmouth, NH resident called concerning a very loud aircraft that departed Runway 34. The aircraft was a large military KC10 departing and going overseas. The cloud cover was very low which can amplify noise.
- April 28, 2023: Durham, NH resident called and noted that today was very active but at least it didn't rattle the windows. There were 8 military F35's, military C17's, and an Airbus 330 among many other large aircraft flying in and out of Portsmouth.



PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market Street, Portsmouth, NH 03801 (the "Premises"), under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Marine Contractors and Consultants, LTD ("MCC") 30 Karpenisi Street, Post Code 1660, Nicosia, Cyprus (VAT # 10324465Q) to use property of the State of New Hampshire pursuant to the terms of this ROE and for no other uses unless expressly authorized in writing:

PREMISES: Market Street Terminal  
555 Market Street  
Portsmouth, NH 03801

PURPOSE OF ROE: Use of Premises for vessel berthing, loading and mounting/welding of cable handling and project materials onboard and associated work, and storage of MCC containers

PERIOD OF USE: April 6, 2023 through May 30, 2023

FEE: Applicable terminal fees per Exhibit C

This ROE is given to MCC subject to the following conditions:

1. The term of the ROE shall begin on April 6, 2023 and expire on May 30, 2023.
2. MCC is authorized to utilize a portion, equal to 3000 sq. ft., of the Premises for storage of MCC containers and the pier for vessel berthing in association with its project at SubCom. MCC agrees to work cooperatively with PDA-DPH and to abide by all restrictions on use which may be imposed to ensure the interests of the terminal are being served and met at the Premises.
3. Use of the Premises is on a case by case basis and MCC may be limited at the sole discretion of PDA-DPH in order to ensure there is no interference with access to, and use of, the Premises. PDA-DPH agrees to work cooperatively with MCC to accommodate its needs, if possible, during such periods of time. A minimum of a five (5) day notice for requests to use the Premises is required.
4. MCC shall maintain a clear, safe lane for emergency responders, their vehicles and/or equipment to access the floating concrete docks.
5. MCC's use of the Premises shall not adversely impact or interfere with the use of the Premises by other entities authorized to use the Premises.
6. **Welding and Hot Work:** Any planned welding or hot work performed shall be reported to PDA-DPH at least twenty-four (24) hours prior to commencement of such work. Reporting will include the names and contact information of the people in charge of fire watch during the time welding/hot work takes

7. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by MCC's, or any of its employees, agents, servants, invitees, licensees, or contractors, use of the Premises shall be reimbursed by MCC within 30 days.

8. The Premises' natural features will not be altered or disturbed in any way and all areas so altered or disturbed as a result of MCC's use of the Premises will be repaired or fully restored by MCC prior to the termination of the ROE.

9. MCC shall pay PDA-DPH all applicable fees as set forth in the Terminal charges, Exhibit C. Those charges include, but are not limited to:

- |                         |                                 |
|-------------------------|---------------------------------|
| a. Dockage              | \$500 per day per barge berthed |
| b. Security/TWIC        | \$37 per hour where applicable  |
| c. Laydown-3000 sq. ft. | \$12.00 per day                 |

Applicable charges shall be invoiced on a monthly basis and forwarded to MCC's Ship Agent. Payments are due upon receipt and shall be made payable and forwarded to PDA-DPH, 555 Market St., Portsmouth, NH 03801, or by electronic transfer to be approved by PDA-DPH.

10. MCC's 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, servants, invitees, licensees, or contractors upon the Premises and/or the exercise of any of the authorities granted herein, unless said loss, damage, injury, or death is caused solely by the negligent act(s) of the PDA-DPH. MCC shall indemnify, defend (with counsel acceptable to the PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:

- A. from any condition of the Premises, including but not limited to any building, structure, or improvement thereon for which MCC has use of or has taken possession of hereunder, except to the extent said condition is caused solely by the negligent act(s) of the PDA-DPH;
- B. from any breach or default on the part of MCC to be performed pursuant to the terms of this ROE or from any act or omission of MCC or any of its agents, contractors, servants, employees, licensees or invitees; or
- C. from any accident, injury, death, loss, or damage whatsoever caused to any person or property occurring during the term of this ROE on or about the Premises (including but not limited to any dock and pier areas) arising out of or incidental to: 1) the use, management, or control of the Premises by MCC or any of its agents, contractors, servants, employees, licensees, or invitees; or 2) activities which are undertaken pursuant to or subject to this ROE.

11. On or before the effective date of this ROE, MCC and any agent, contractor, or vendor of MCC shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A, including Environmental/Pollution Liability Coverage.

12. MCC may not self-fuel any boat used in connection with this ROE on the Premises or within the

**Marine Contractors and Consultants**

Right of Entry, Market St. Terminal

Page | 3

Premises. MCC will be allowed to receive diesel fuel deliveries from an approved vendor to vessels with a capacity of 10,500 gallons or more. To purchase less than 10,500 gallons of diesel fuel from an approved vendor, MCC, or the vessel owner, shall obtain a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be amended from time to time. Instructions to obtain a variance can be found at the PDA-DPH website at [www.portofnh.org](http://www.portofnh.org). As of the commencement of this ROE the fuel vendor shall pay PDA-DPH \$0.10 per gallon, subject to increases which may be implemented from time to time during the term of this ROE. Fees for diesel fuel deliveries over 10,500 gallons are outlined in the Terminal Charges, subject to increases which may be implemented from time to time during the term of this ROE.

13. MCC shall submit a list of employees and/or sub-contractors/agents that will be accessing the property and update the list, as necessary, over the term of this ROE. Such person's shall provide proof of identity at the entry point of the Premises.

14. MCC shall secure all necessary Federal, State and municipal and/or local permits and, if requested, shall provide copies of any and all permits to PDA-DPH as required.

15. Upon the termination of this ROE, MCC shall surrender to PDA-DPH the Premises and surrounding areas in good order, condition and repair, normal wear and tear expected. If applicable, all MCC property shall be removed upon termination of the ROE.

16. MCC shall observe and adhere to all United States Coast Guard Maritime Security regulations, the Terminal Security Plan (Exhibit B) and orders/requests by the Division Director, Operations Manager, the Premises Security Officer, and/or any of their designees.

17. MCC shall provide all necessary and required safety equipment and training for the uses allowed under this ROE. MCC shall provide a copy of the Terminal Security Plan (Exhibit B) to all of its agents, contractors, servants, employees, licensees, or invitees.

18. No provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this ROE to the extent such are permitted by NH RSA Ch.491.8 as the same may be amended. The provisions of this paragraph 17, as well as the provisions of paragraph 9, shall survive the termination of this ROE.

19. MCC may terminate this ROE by giving PDA-DPH thirty (30) days advance notice in writing, conditioned upon the payment of all Fees owed to the PDA-DPH.

20. This ROE may be terminated by PDA-DPH at any time without cause or in the event of the failure of MCC to perform, keep, and observe any of the conditions of the ROE and the failure of MCC to correct the default or breach within the time specified by PDA-DPH by giving MCC thirty (30) days written notice of termination. This ROE may be terminated immediately by PDA-DPH in the event MCC fails to provide proof of insurance coverage or engages in any activity which is deemed to compromise the safety or health of PDA-DPH employees, PDA-DPH tenants, or of the general public, as determined by the PDA-DPH.

21. In the performance of this ROE, MCC is in all respects, an independent contractor and is neither an agent of nor an employee of the State of New Hampshire or PDA-DPH. Neither MCC nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or

**Marine Contractors and Consultants**

Right of Entry, Market St. Terminal

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PDA-DPH nor is any ROE holder entitled to any of the benefits, worker's compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.

22. In connection with the performance of this ROE, MCC shall comply with all statutes, laws, regulations and orders of federal, state, county and/or municipal authorities which shall impose any obligations or duties on MCC.

23. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.

24. MCC shall coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all requests of said agency and with all applicable rules and regulations of the Market Street Marine Terminal.

[Remainder of page intentionally left blank, signature page follows]



PLEASE  
PRINT AND SIGN  
HERE

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

Date: 4/6/2023

Baeline A. O'Neil  
Witness signature

Paul E. Brean  
Paul E. Brean, Executive Director, PDA

Baeline A. O'Neil  
Witness printed name

MARINE CONTRACTORS AND CONSULTANTS, LTD.

Date: 04/05/2023

MARINE CONTRACTORS  
& CONSULTANTS MCC LTD  
SUBMARINE CONSTRUCTION WORKS  
CONSULTING SERVICES  
VAT: 10324465Q  
30th KARPENISI STR. - 1660, NICOSIA  
CYPRUS

[Signature]  
Witness Signature

[Signature]  
Authorized Signature

SOLOMON HAGUER  
Witness Printed Name  
PROJECT ENGINEER  
& COORDINATOR

CHRISTOS DIMOIS MAMNE MAMNIGIA  
Printed Name/Title

EXHIBIT A

**TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS**

**RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR  
CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE  
DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS**

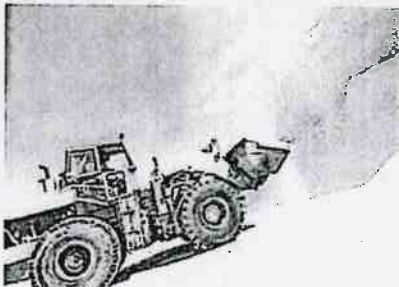
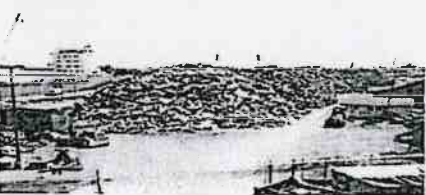
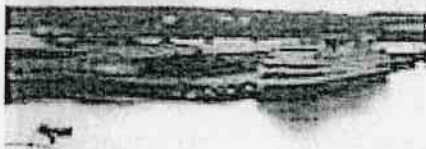
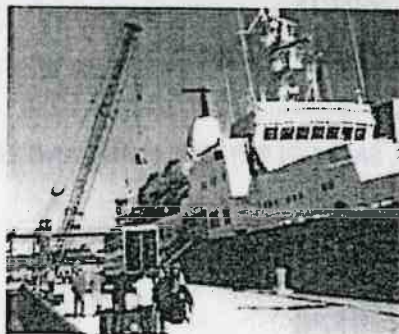
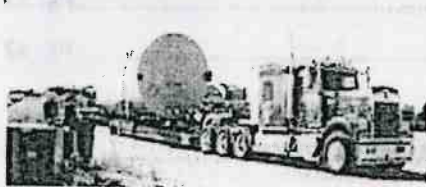
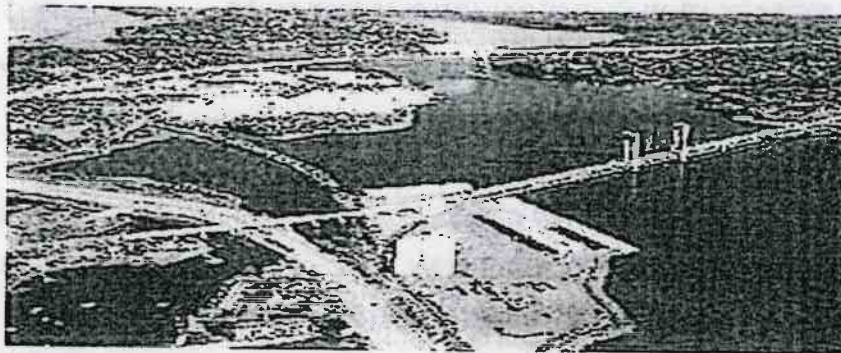
All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of any work on PDA-DPH property. The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
6. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
7. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors  
555 Market St.  
Portsmouth, NH 03801
8. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.
9. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
10. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
11. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

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

Port Authority of the  
State of New Hampshire

# Tenant Security and Safety Guide



NH Port Authority  
555 Market Street  
Portsmouth, NH 03801  
Phone: 603.436.8500  
Fax: 603.436-2780  
E-mail:  
[t.shattuck@peasedev.org](mailto:t.shattuck@peasedev.org)

August 2022

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## EMERGENCY CONTACT NUMBERS

Title or Agency	Name	Phone	Email
Security Kiosk	Guard on Duty	(603) 766-9847	
Port Director	Geno Marconi	(603) 365-0503	g.marconi@peasedev.org
Assistant Port Director	Grant Nichols	(603) 397-9213	g.nichols@peasedev.org
Chief Harbor Master	Tracy Shattuck	(603) 365-0505	t.shattuck@peaedeve.org
Deputy Chief Harbor Master	TBD		
Operations Manager	Whit Anderson	(603) 812-1426	w.anderson@peasedev.org
Security Supervisor	Dan Pollinger	(603) 812-3777	d.pollinger@peasedev.org
Main Office		(603) 436-8500	
Portsmouth Police Dept.	Dispatch	(603) 431-1500*	
Portsmouth Fire Dept.	Dispatch	(603) 431-1515*	
Rockingham County Sheriff	Dispatch	(603) 772-4716*	
US Coast Guard-Newcastle	Duty Officer	(603) 433-7324	
US Coast Guard	Duty Officer	(207) 767-0303	

\*CALL 911 FOR EMERGENCY SITUATIONS

## ENTRY CONTROL

**Introduction:** The Code of Federal Regulations under Title 33, Part 105 (CFR,) and the Marine Terminal Facility Security Plan (FSP) contain stringent requirements which require the New Hampshire Port Authority (NHPA) to;

- Control access to the facility;
- Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and to;
- Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC, or is escorted by an authorized person with a valid TWIC.

CFR 105.255, (a), (1) – (4).

With these three basic mandates in mind and in contemplation of the rules and regulations contained within the CFR and the FSP, the NHPA has created this security guide for tenant organizations and contracted companies conducting business at the Market Street Marine Terminal.

**Identification required:** All who seek entry into the facility are required to produce some form of government issued identification when entering, e.g. Transportation Worker Identification Credential (TWIC); Port Authority issued identification card; State issued driver's license or non-drivers identification; Passport; Military identification, etc.

The guard is required to log the name, time and date, and vehicle information of everyone who enters the facility. Over time, the guards posted at the gate will come to learn your name, the company you work for and your purpose on the terminal which will make your entry to the facility much quicker.

**Escorting Requirements:** All who enter the facility must be either in possession of a TWIC or be escorted by a person with a TWIC. A TWIC holder may escort up to 10-people within secured areas of the facility and up to 5-people in restricted areas. Please refer to the attached TWIC ESCORT GUIDE on Page 3 for further information on the requirements.

**Random Vehicle Inspections:** All vehicles entering the facility may be subjected to an inspection. These inspections are conducted in both the inbound and outbound lanes at a random rate which is determined by Department of Homeland Security (DHS) rules in the CFR and the facility's FSP.

**Visitors and Deliveries:** Visitors are generally prohibited unless their visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery service that will be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, email or phone.

**Emergencies:** Call 911 in all emergencies. As time allows, call 436-8500 to report the situation to the Port Authority.

## TWIC Escort Guide

### PURPOSE

The purpose of this guide is to provide the reader with the information necessary to meet the Market Street Marine Terminal requirements for Transportation Worker Identification Credential (TWIC) holders who escort non-TWIC holders in secure and restricted areas. Upon review of this guide, the reader should have a basic understanding of the following:

- Background and purpose of the TWIC program;
- Definitions of Secure and Restricted Areas, Escorting, Monitoring and Physical side-by-side accompaniment;
- Knowledge of the Port of New Hampshire Tenant Facility escorting procedures;
- Quick response measures and contingency plans if an escorted individual is engaged in activities other than those for which escorted access was granted.

### BACKGROUND

The Maritime Transportation Security Act (MTSA) of 2002 and Security and Accountability for Every (SAFE) Port Act of 2006 required the Department of Homeland Security to establish rules to prevent an unauthorized person from getting into a secure area of a vessel or facility that has a security plan.

The law requires the use of a standardized identification card. This ID is known as the "Transportation Worker Identification Credential" or "TWIC". The TWIC stores the holders identifying information, to include certain information collected from the holders fingerprint. This "biometric" information allows for the positive identification of the person in possession of the TWIC. To get a TWIC, an applicant must pass a Security Threat Assessment (STA) performed by the federal government. The assessment helps federal authorities decide if an applicant poses a security risk to the transportation industry.

Once the holder receives their TWIC, they may be granted unescorted access to secure and secure-restricted areas within a facility. *However*, having a TWIC does not give a person seeking entry authority to unescorted access to *all* marine terminals and facilities. Regardless of the TWIC holders desire or need to enter a given facility, a person holding a TWIC must also have permission from the Facility Security Officer (FSO) or his/her designee for unescorted access.

There are some people who do not need to have a TWIC for unescorted access. These include Federal officials, State or local law enforcement officers, or State or local emergency responders, all of whom may access secure and restricted areas unescorted in the course of performing their official duties.

### SECURE AND SECURE-RESTRICTED AREAS

Under MTSA rules, an owner or operator *must* designate certain areas of their facility as secure or secure-restricted. These designations are made based on the business performed at the facility.

A **secure area** is an area that has security measures in place for access control.

A **restricted area** is a part of a secure area that needs more limited access and higher security.

See Pg. 8 for a list and map of the restricted areas existing at Market Street Terminal.

**Note:** Being in a secure or secure-restricted area without authorization is a breach of security and is against the law.



### ESCORTING IN A SECURE BUT NON-RESTRICTED AREA

Under federal law, the escorting requirement in *secure but non-restricted areas* is met through the physical accompaniment of no more than ten (10) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must ensure that an individual they are escorting is not engaging in activities other than those for which access was granted.

In all cases, there must be an ability to communicate a breach of security in accordance with the existing approved facility security plan. At the terminal, tenants meet this requirement by communicating with hand-held radios, cellular phones and land-line telephones.

Side by side physical accompaniment is not always necessary as the federal law allows for *Monitoring within a secured area*. Monitoring of non-TWIC holding personnel within secure areas is conducted through a combination of lighting, security guards, and surveillance equipment. Bridge workers, landscapers, delivery drivers and others who do not hold a TWIC are often monitored by security personnel via the terminal camera system as they conduct their business.

### ESCORTING IN A RESTRICTED AREA

Under federal law, escorting in a *restricted area* can be accomplished only by side-by-side escort with an escort ratio of not more than five (5) non-TWIC holders to a single authorized TWIC holding escort. The authorized escort must be near and able to see the escorted individual(s) at all times he/she is in the restricted area. The authorized escort must provide reasonable assurance that the individual(s) under escort is/are not engaging in activities other than those for which access was granted. In all cases, there must be the ability to communicate a breach in security in accordance with the existing approved facility security plan which, just like the secure area, is accomplished with hand-held radios, cellular phones and land-line telephones.

### ESCORTING FROM A VEHICLE

When conducting an in-vehicle tour of terminal grounds the escort ratio requirements are waived provided that no person(s) under escort exits the vehicle while on premises. Therefore, one TWIC holder could escort a bus full of personnel in any area of the terminal, provided no one exits the vehicle.

### ESCORT QUICK-RESPONSE MEASURES

As an escort, you must plan to respond quickly if the individual you escort (a) enters an area without authority or (b) does something that you have not authorized. In the event the escorted individual(s) departs from the escort and/or exhibits suspicious behavior, or fails to comply with the escort procedure, you should attempt to gain compliance by a verbal request. If the individual does not comply, there has been a BREACH OF SECURITY and you are required to take the following measures:

- Immediately contact the Chief Harbor Master/FSO at the port office by phone (436-8500) or, call 911 if no one is available.
- Report the precise location and nature of the incident.
- From a safe distance, attempt to maintain visible contact with the individual;

Remember, never attempt to detain an individual during a breach of security. For your safety, always let the Chief or Deputy Chief Harbor Master, the local Police or Coast Guard personnel assess and resolve the situation.



## TERMINAL TRAFFIC MONITORING PLANS

As noted previously, escorts who hold a valid TWIC may escort or monitor up to 10 non-TWIC holding visitors within the secure area. With this requirement in mind, the following plan has been devised in order to facilitate the movement of traffic while complying with the federal rules.

### GENERAL DAY TO DAY OPERATIONS (Entire Terminal is considered a "Secure" area)

#### Morton and GSM Salt

1. Drivers who are picking up salt are checked in, and then monitored by the Gate Guard as they travel between the Guard Kiosk and the Scale House for weighing.
2. Drivers are then monitored by the clerk as they leave the Scale House enroute to the loading points at the salt piles.
3. Drivers are monitored by the front end loader operators at the loading points.
4. Finally, drivers are monitored by the guard who checks them out as they leave the facility.

**Summary:** Guards, Clerks and personnel off-loading the trucks are all TWIC holders. They physically monitor the drivers as they travel through the process while the guard monitors ALL activities via the security camera system. The Guard, Clerk, and equipment operators will communicate by land line, cellular phone or hand-held portable radio should the need arise.

#### Contractors and Tenants in General

1. Guards collect vehicle, driver and passenger information and record it in the entry control log.
2. TWIC holding employees are allowed unescorted access to the facility after being checked in.
3. In the event a Contractor or Tenant employee does not have their TWIC in their possession or they are a new employee, the employee will be escorted by a TWIC holder.

#### Deliveries

1. Pre-announced deliveries – Guards will collect vehicle and driver information and record it in the entry control log. They will then be permitted to make their **delivery**. The Guard will keep track of how long the driver is on the terminal and will call to check on **their status** if they have not left in a reasonable amount of time.
2. Unannounced deliveries – Guards will call the appropriate tenant to verify the delivery. The guard has the option to require a physical escort in all circumstances, but may monitor the driver after conversing with the tenant receiving the delivery.

#### Ship in Port

(Pier becomes a "Secure-Restricted" area once the ship is alongside with the rest of the terminal retaining the "Secure" area designation)

1. Employees who are contracted to work either a salt ship or a cargo ship that do not hold a TWIC, are checked in by the Gate Guard and monitored as they travel between the security kiosk and their respective work area where they will be met by their Tenant company TWIC escort.
2. The Tenant provides as many TWIC holders as necessary to monitor non-TWIC holders in the secure area (1 TWIC holder to every 10 non-TWIC holders).

3. The Tenant provides as many TWIC holders as necessary to escort non-TWIC holders on the main pier which is a secure-restricted area when a ship is in (1 TWIC holder to every 5 non-TWIC holders). See sample plan on Pg. 9.
4. Guard monitors all activities within both the secure area and the secure-restricted area via the security camera system, but primary escorting responsibilities fall on the tenant organization.

**Summary:** Movement within the "Secure" area where loading of cargo or off-loading of salt takes place is monitored by TWIC holders from the responsible Tenant company. As the vehicles needing to be loaded or carrying product move on to the pier in which the vessel is secured, they are entering a "Secure-Restricted" area. The ratio of TWIC holding escorts in the Secure-Restricted area is 1 to 5 as explained in "3" above. Though the Coast Guard advises they will use discretion during inspection activities, it is important for the responsible Tenant Company to make every effort to maintain this 1 to 5 escort ratio.

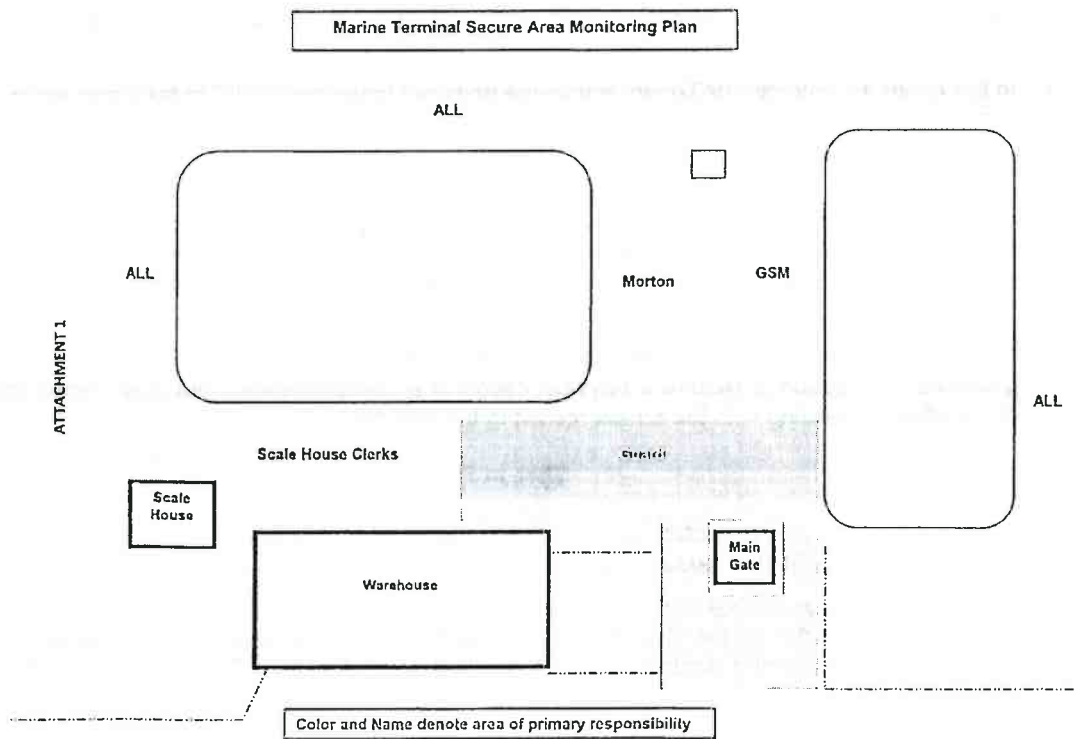
The Guard, Clerk and Supervisory employees of the responsible tenant companies will communicate by land line, cellular phone or hand-held portable radio as needed. Additionally, the Guard, when posted, will monitor activities within the "Secure-Restricted" area via the security camera system.

--The graphic below indicates the areas of monitoring responsibility of the tenant organizations, all personnel and the security officer.

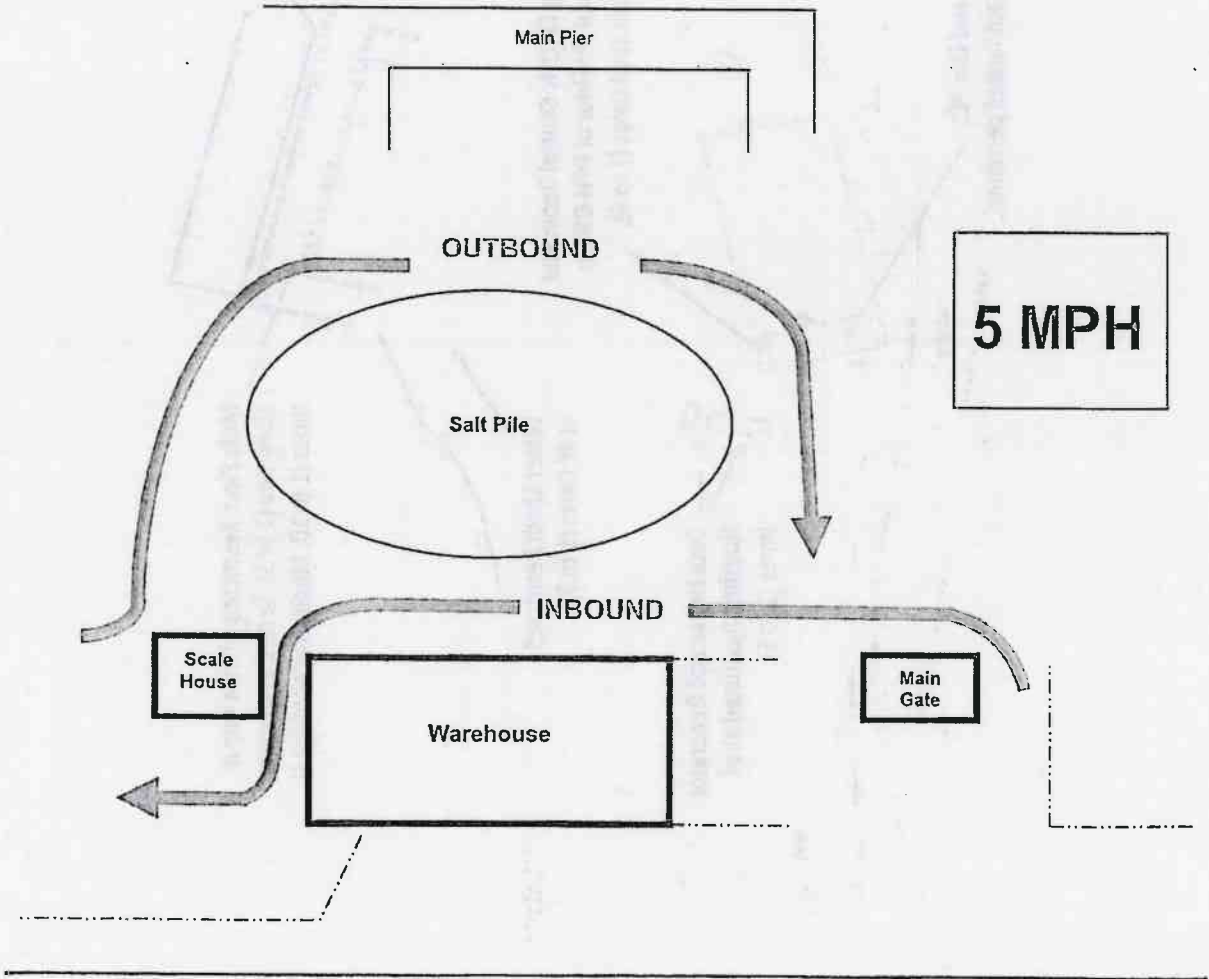
--The graphic on Pg. 7 shows the general traffic pattern for all operating within the terminal.

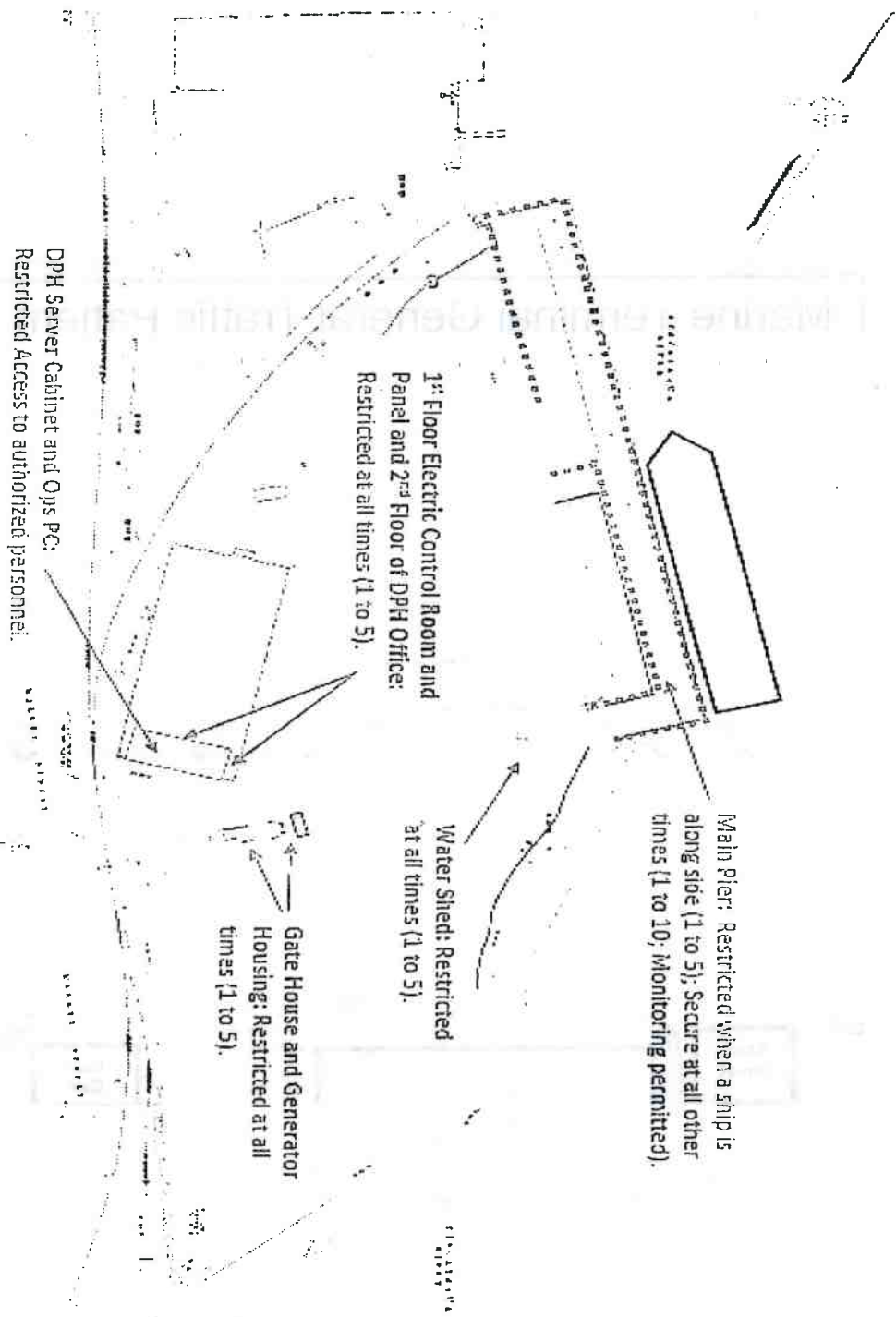
--Page 8 describes the Divisions Secure-Restricted Areas.

--Page 9 shows sample plans for tenants employing Secure-Restricted Area escorts for salt operations.



# Marine Terminal General Traffic Pattern





DPH Server Cabinet and Ops PC:  
Restricted Access to authorized personnel.

1st Floor Electric Control Room and  
Panel and 2nd Floor of DPH Office:  
Restricted at all times (1 to 5).

Water Shed: Restricted  
at all times (1 to 5).

Gate House and Generator  
Housing: Restricted at all  
times (1 to 5).

Main Pier: Restricted when a ship is  
along side (1 to 5); Secure at all other  
times (1 to 10; Monitoring permitted).



## Sample Main Pier Secure-Restricted Area Escorting Plan for Contracted TWIC Escorts

**Introduction:** Your Company has been hired to provide TWIC escort for truck drivers moving salt within the terminal. The Coast Guard requires that an authorized and trained person with a valid TWIC be posted within the Secure-Restricted Area to escort personnel who are not in possession of a TWIC.

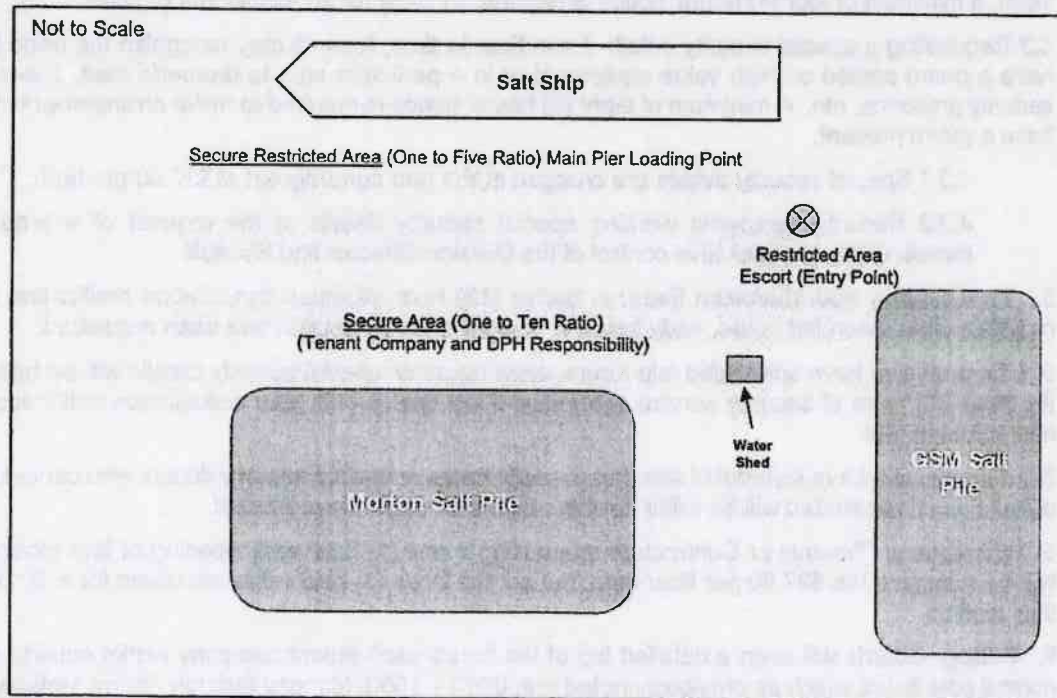
Drivers who do not have a TWIC will have a Red placard readily visible from the inside of the cab of their truck that says "NO TWIC". You should familiarize yourself with the trucks operating within the yard with drivers without a TWIC before starting your shift.

Should a Port Authority employee or USCG personnel ask you to point out who you are escorting at a given moment, please be able to answer their question in a timely fashion.

If you discover a violation or suspicious activity during your shift immediately call the security gate at (603) 766-9847 and report your observations to the guard.

Vehicles operating in the Secure area are the responsibility of authorized (Company Name) employees and DPH personnel who will monitor drivers that do not maintain a TWIC.

Remember. There should only be FIVE people on the main pier without a TWIC at any one time. If there are five personnel without a TWIC on the main pier operating and a sixth person without a TWIC attempts to enter the main pier, they must be advised to wait until at least one person without a TWIC leaves.



## SECURITY HOURS OF OPERATION, REQUIREMENTS FOR REQUESTING EXTENDED HOURS AND BILLING PROCESS

**1. Normal Hours of Operation:** The Port Authority provides a guard to control entry to the facility Monday through Friday, 0600 – 1600 (50-Hours), holidays excluded.

**2. Extended Hours:** Port Authority security personnel are available beyond the normal work schedule and on holidays at a rate which is currently set at \$37.00 per hour.

**3. Use of Port Authority personnel required:** As the "Owner or operator" of the Market Street Marine Terminal as defined in 33 CFR 105.200, and being empowered as the "Port Terminal Operator" responsible for "the security of the premises" under RSA 12-G:42, Para. V, the Division Director is responsible to; (1) Control access to the facility, (2) Deter the unauthorized introduction of dangerous substances and devices which could harm people or damage structures or vessels in port and, (3) Prevent an unescorted individual from entering secure or secure-restricted areas unless the individual holds a valid TWIC or is escorted by an authorized person with a valid TWIC, *CFR 105.255, (a), (1) – (4)*.

3.1 Security personnel working extended hours at the request of a tenant remain under the exclusive control of the Division Director and his staff.

**4. Requesting Extended Hours:** All requests must be made through the Division Director, Chief or Deputy Chief Harbor Master, the Operations Manager or the Security Supervisor. In all cases, the Chief or the Deputy Chief Harbor Master should be notified as soon as practicable as they serve as the primary and alternate Facility Security Officers and are ultimately responsible for the scheduling of security personnel.

4.1 Requesting an early opening: Should a tenant require the gate be opened prior to 0600, a minimum of twelve (12) hours' notice is required to make arrangements to have a guard present.

4.2 Requesting a late closing: Should a tenant require the gate be closed at a time later than 1600, a minimum of four (4) hours' notice is required to allow for an adjustment of shifts.

4.3 Requesting a special security detail: From time to time, tenants may recognize the need to have a guard posted on high value equipment or in a particular area to dissuade theft, show a security presence, etc. A minimum of eight (8) hours' notice is required to make arrangements to have a guard present.

4.3.1 Special security details are charged at the rate currently set at \$37.00 per hour.

4.3.2 Security personnel working special security details at the request of a tenant remain under the exclusive control of the Division Director and his staff.

**5. Cancellation and Minimum Fees:** A twelve (12) hour minimum cancellation notification is required when extended hours, early hours or special security details have been requested.

5.1 Tenants who have scheduled late hours, early hours or special security details will be billed for three (3) hours of security service requested if the twelve (12) hour cancellation notification has not been met.

5.2 Tenants who have scheduled late hours, early hours or special security details who cancel a detail once it has started will be billed for the entire shift originally requested.

5.3 Exceptions: Tenants or Contractors requesting a one (1) hour early opening or late closing will be subject to the \$37.00 per hour rate, but not the three (3) hour minimum called for in 5.1 of this section.

**6. Billing:** Guards will keep a detailed log of the hours each tenant company works outside of normal gate hours which as previously noted are, 0600 – 1600, Monday through Friday, Holidays excluded. The log will be reviewed by Port Authority staff on the last business day of each month then forwarded to the Pease Development Authority finance office for billing.

## COMPLIANCE WITH SAFETY RULES AND REGULATIONS

The New Hampshire Port Authority is committed to fostering a safe working environment for our employees, tenants and visitors. The Authority's safety manual requires that *"Any non-employee providing a service or contract work within our facility must be familiar with and observe safety rules and regulations"* (PDA Safety Manual, Section XXII). With our manuals mandate in mind, we require the following from our visitors, tenants and their sub-contractors and all others doing business within the facility;

- **Personal Protective Equipment (PPE) required:** At a minimum, all who enter the facility are required to wear a High-Visibility jacket, shirt or vest. If your duties require it, a U.S. Coast Guard approved personal flotation device, an approved safety helmet, steel or composite toed boots, work gloves, safety glasses and ear protection may also be required. Please refer to *"Pease Development Authority – Safety Equipment Requirements"* found on the next page.
- **Visitors in the Work Area:** Visitors are generally prohibited unless their visit is directly related to the work being performed in the terminal. If you have a visitor or a delivery service that will be coming to your work site, provide as much notice as possible to the Director, Chief or Deputy Chief Harbor Master, Operations Manager or Security by memo, email or phone.
- **Housekeeping and Trash Removal:**
  - **Trash-** All sweepings, solid or liquid wastes, refuse, and garbage shall be removed in such a manner as to avoid creating a menace to health and as often as necessary to maintain good sanitary conditions.
  - **Housekeeping-** Form and scrap lumber with protruding nails and all other debris shall be kept clear from all work areas; Combustible scrap and debris shall be removed from work areas daily; the work area will be kept orderly, safely maintained, and free from trip hazards.
- **Safety Training and Pre-Operational Safety Meetings:**
  - **Safety Training-** OSHA and the NH Department of Labor require employers to provide their employees initial and follow-up training during their employment. It is expected that all organizations working on any Port Authority property meet the minimum safety training standards of their industry as required by federal or state law, whichever is appropriate.
  - **Pre-Operations Safety Meetings-** Before starting any operation a pre-operational meeting is required between the Authority and all involved parties, so that everyone is clear about their roles and responsibilities. Topics to be covered include:
    - Employees should be alert at all times and never walk under a suspended lift.
    - Respect the right for EVERYONE to call a FULL STOP if a possible safety issue is identified.
    - The requirement that appropriate PPE is worn at all times.
    - Never enter a working area under the influence of drugs or alcohol.
    - Report all incidents, accidents and injuries to your immediate supervisor.
    - Exchange of contact information for Port and Company leadership.



**Pease Development Authority – Safety Equipment Requirements**

**Safety Equipment**

A. Eye Protection; Shatterproof	K. Safety Observer
B. Hearing Protection; Earplugs or Earphones	L. Long-Sleeved Clothing
C. Gloves; Protective Leather or Canvas	M. Gloves, Specifically Designed for Welding
D. Gloves; Rubber or Latex, Gauntlet Length	N. Kevlar Pants; Blade binding
E. Breathing Protection; Mask or Respirator	O. Hard-hat with Face Screen and Ear Protection
F. Hard-hat	P. Hot Stick
G. Steel or Composite Toed Footwear	Q. Rubber Mat
H. Welder's Face Mask	R. Latex Gloves
I. Safety Harness	S. Tyvek Pesticide Suit
J. Safety-Line Attached	T. Back Brace
<b>Activity</b>	<b>Safety Equipment Required</b>
Air Cleaning (Compressed Air)	A, B
Chain Saw Operation (Two Person Operation)	A,B,C,F,O,N (O may be substituted for B and F)
Cleaning with Solvents	A,L,P (Follow Manufacturer guidelines)
Climbing (Greater than 10')	C,F,I,J,K
Nail Guns	A,B,C,G
Handling Dead Animals	R
High-Voltage Work (Two Person Operation)	A,B,D,F,L,P,Q
Jack Hammering or Heavy Equipment	A,B,C,G
Leaf Blowers	A,B
Mowing (Push Mower)	A,B,G
Mowing (Riding Mower)	B,G
Painting (Airless Sprayer)	A,B,E
Pesticide Application	A,B,D,E,S
Power Tools (Drills, Saws, Grinders, etc)	A,B, E
Sanding	A,E
Torch Cutting	H,L,M
Welding	H,L,M (Contact Lenses Are Forbidden)
Wood Chipping	A,B,C,F,G,N (O may be substituted for B and F)
Work On or Near the Water*	USCG Approved Work or Life Vest

\*29 CFR § 1917.95,(b), Personal flotation devices (PFDs). (1) The employer shall provide, and shall direct the wearing of PFDs for those employees, such as line handlers, who are engaged in work in which they may be pulled into the water: (i) When such employees are working in isolation, or (ii) Where physical limitations of available working space creates a hazard of falling into the water, or (iii) Where the work area is obstructed by cargo or other obstacles so as to prevent employees from obtaining safe footing for their work. (2) PFDs (life preservers, life jackets, or work vests) worn by each affected employee must be United States Coast Guard (USCG) approved pursuant to 46 CFR part 160 (Type I, II, III, or V PFD) and marked for use as a work vest, for commercial use, or for use on vessels. (3) Personal flotation devices shall be maintained in safe condition and shall be considered unserviceable when damaged so as to affect buoyancy or fastening capability.



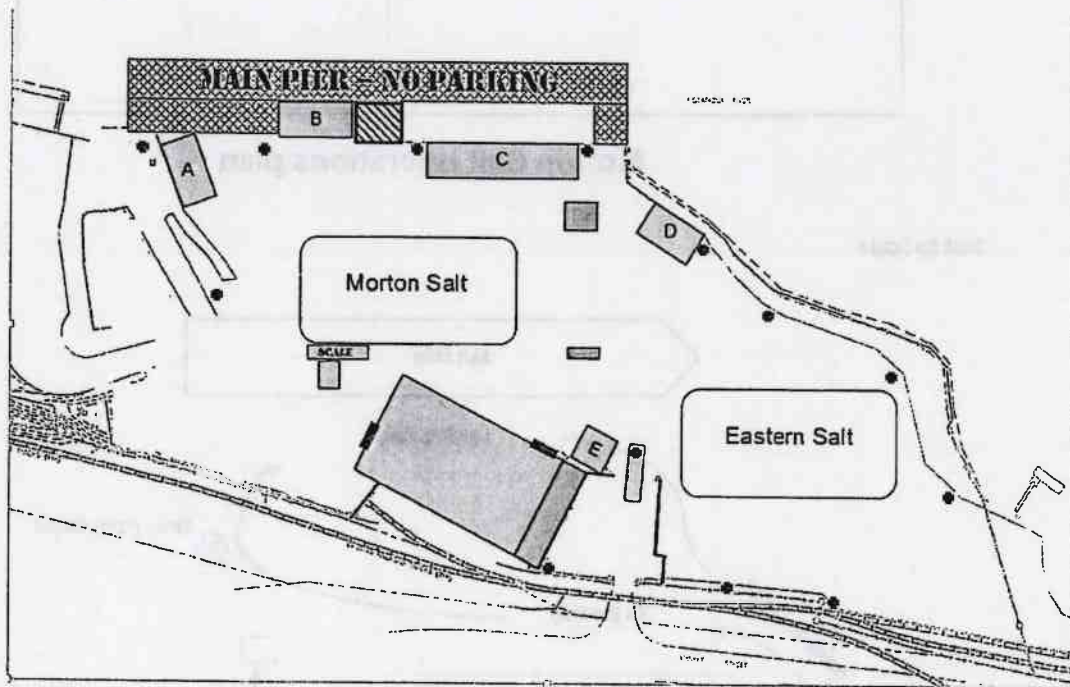
## General Parking Plan

It is a best practice from both a safety and security perspective to designate specific areas of the terminal as authorized parking areas. With that in mind, the Authority has designated five (5) areas where parking is authorized based on the prevailing business conditions within the terminal. Parking areas may be altered with very little notice depending on operations.

### Parking Prohibited

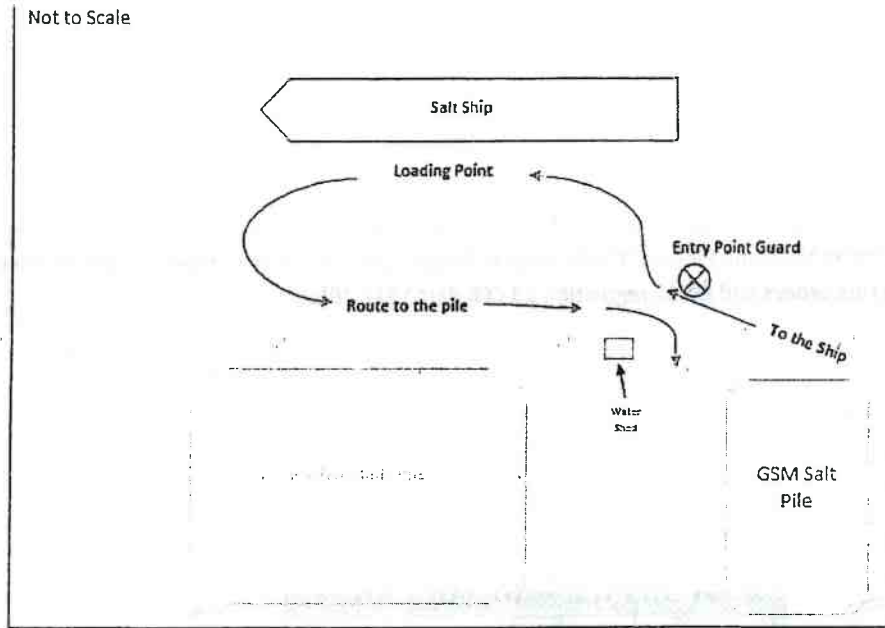
Parking on the Main Pier and the Approach Bridge is prohibited at all times in accordance with the Directors orders and OSHA regulation 29 CFR Part 1917.16(a).

Exception: Vehicles engaged in fueling operations, delivery of equipment and supplies or picking up or dropping off passengers or crew may park on the main pier or approach bridge until the task is complete.



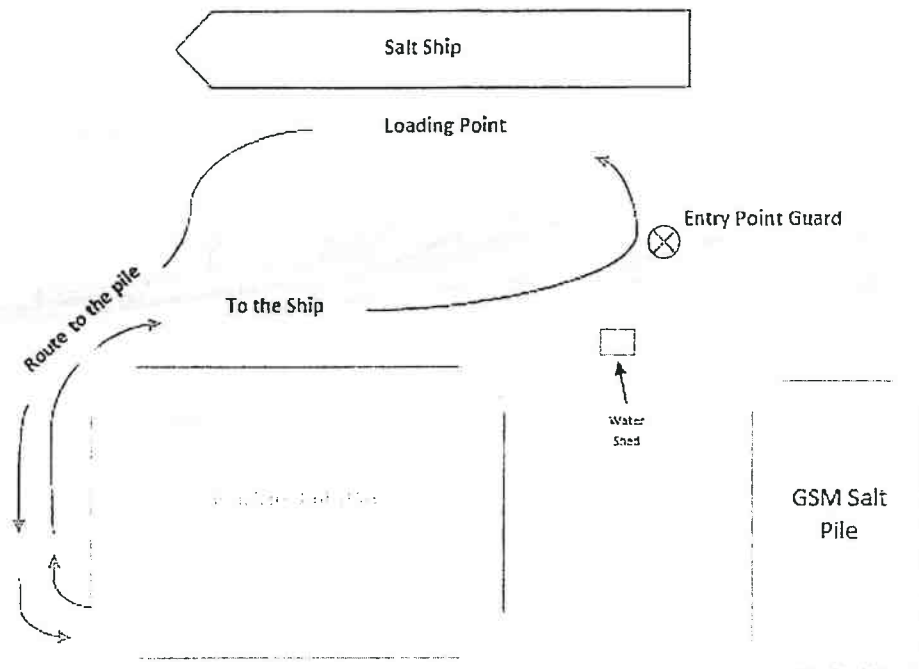
**E** Port Authority Employee Parking Only

### GSM Salt operations plan.



### Morton Salt operations plan

Not to Scale



RESEARCH DEVELOPMENT AUTHORITY  
 DIVISION OF ADULT AND LIFELONG  
 LEARNING  
 285 MARKET STREET  
 BOSTON, MA 02108  
 617-624-5200

TERMINAL CITY GROUP  
 1000 W. 10TH ST  
 AMSTERDAM, NY 14424  
 716-353-1000

BOOKS  
 The term "books" refers to the physical or digital format of a work, not the content of the work. This includes, but is not limited to, printed books, e-books, audiobooks, and video books. The term "books" also includes any other format of a work that is published or distributed in a similar manner.

**Purposely Left Blank**

This section is intentionally left blank. It is provided for the purpose of allowing authors to include any additional information or comments they may wish to provide regarding their work.

BOOKS  
 (Books refers to a large number of titles that are published, distributed, sold or empty. Printing or copying over, onto or between books is not a new title. Titles or words which appear in the work - whether in print or digital format - are not new titles and do not include digital or print editions.)

Category	Rate
Books (1-100)	\$1.00 per copy
Books (101-500)	\$0.75 per copy
Books (501-1000)	\$0.50 per copy
Books (1001-5000)	\$0.25 per copy
Books (5000+)	\$0.10 per copy

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS  
555 MARKET STREET  
PORTSMOUTH, NH 03801  
603-436-8500

TERMINAL CHARGES  
January 01, 2007  
Amended March 1, 2009  
Amended January 24, 2017

- A. DOCKAGE:  
(The term dockage refers to the charges assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.)

\$0.29 cents per net registered ton per twenty-four hour period or a fraction thereof, with a minimum charge of \$500.00 per twenty-four hour period or a fraction thereof.

\$1.70 per ft. per twenty-four hour period or a fraction thereof for subchapter T and subchapter K (small passenger vessel), tugs without tows or barges without certificate of registry.

- B. WHARFAGE:  
(Wharfage refers to a charge assessed against the vessel on all cargo and containers, full or empty, passing or conveyed over, onto or between vessels (to or from barge, lighter or water) when berthed at the wharf. Wharfage is solely the charge for use of the wharf and does not include charges for any other service.)

Dry Bulk Cargo	\$0.85 per net ton
Containers 20 and 40 Ft length (loaded)	\$15.00 per container
Containers 20 and 40 Ft length (empty on return cycle)	No Charge
Passengers embarking or disembarking	\$2.50 per passenger
Heavy Lift Cargo	\$300.00 minimum per pick, charges to be determined in advance
Cargo, NOS Minimum Charge per Vessel	\$1.75 per net ton \$300.00
Trucks, Buses, Vans	



any size to ships' side \$120.00 each entry onto the terminal.

Parking  
Trucks, buses, vans \$20.00 per day  
passenger cars \$5.00 per day

- C. **VESSEL DOCK LINES:**  
Line handlers are arranged by the Ship's Agent(s) or representative. All contractors are required to meet all insurance requirements of the PDA-DPH.

PDA/DPH reserves the right to approve or reject line handling procedures according to prevailing circumstances.

- D. **TERMINAL LABOR:**  
Arranged by cargo owner, consignee, contractors or subcontractors. All contractors are required to meet all insurance requirements of the PDA-DPH.

- E. **SECURITY and TWIC ESCORT:**  
\$37.00 per hour

- F. **CRANE RENTAL:**  
All cranes are the responsibility of the customer either by rental or ownership. Documentation of crane certifications and certificates of insurance must be produced for inspection. Certified operators only.

- G. **FORKLIFT/SMALL EQUIPMENT RENTAL;**  
All equipment is the responsibility of the customer either by rental or ownership. Documentation of certifications (where applicable) and certificates of insurance must be produced for inspection. Certified operators only.

- H. **LIGHTS:**  
\$100.00 per night

- I. **WAREHOUSE SPACE:**  
\$6.50 per sq. ft., per annum, net of utilities

- J. **FRESH WATER**  
\$20.00 per 100 cubic feet, \$100.00 minimum per delivery.

- K. **FLUIDS TRANSFER:**  
See PDA-DPH fuel/bunkers ROE contracts with vendors.

- L. **ELECTRICAL:**  
Available. Price to be determined. All service installation(s) and disconnects for shippers account.

- M. **NON-HAZARDOUS WASTE DISPOSAL:**  
Outside contract/vessel.

- N. STORAGE  
To be arranged in advance of cargo delivered to terminal.  
Outside paved, uncovered.  
\$63,000.00 per acre per annum
- O. FREE TIME:  
5 days beginning at 0800 hrs on the day following discharge for inbound cargo or entry into the terminal for outbound cargo excluding weekends and holidays.
- P. POINT OF REST:  
To be determined by the PDA/DPH prior to arrival of cargo/equipment

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ITEMS A - Q ARE FOR INFORMATIONAL PURPOSES

ALL FINAL CONTRACTUAL AGREEMENTS ARE SUBJECT TO APPROVAL BY THE PEASE DEVELOPMENT AUTHORITY IN ACCORDANCE WITH NEW HAMPSHIRE STATUTE

ANY ADDITIONAL/UNFORESEEN COSTS OTHER THAN WHAT IS STATED ABOVE IS TO BE PAID FOR BY THE CUSTOMER

ALL PROJECTS ARE SUBJECT TO THE AVAILABILITY OF THE FACILITIES AT THE TIME

TERMS ARE NET, COMPLETION OF THE PROJECT; UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE FOR CREDIT

A DEPOSIT MAY BE REQUIRED BEFORE THE BEGINNING OF ANY PROJECT

THE PDA/DPH IS TO BE NAMED AS AN ADDITIONAL INSURED FOR ALL CARGO AT THE TERMINAL AND FOR SHIP LOADING OPERATIONS

CERTIFICATES OF INSURANCE MUST BE RECEIVED BEFORE THE RECEIPT OF CARGO AND START OF WORK

**FUEL AND BUNKERS DELIVERIES:**

In accordance with current **BULK FUEL DELIVERY CONTRACTS** all fuel and bunkers deliveries are by PDA-DPH approved vendors only. GASOLINE IS PROHIBITED. Proof of compliance with applicable sections of 33 CFR and 46 CFR required. The following flow fee for fuel and bunkers deliveries is currently in effect:

- \$0.01 per gallon for up to 50,000 gallons
- \$0.005 per gallon in where the delivery exceeds 50,000 gallons



TO: Paul Brean, Executive Director, PDA *PAB*

FROM: Geno J. Marconi, Director, DPH *GJM*

DATE: May 10, 2023

RE: Commercial Mooring For Hire



The Pease Development Authority, Division of Ports and Harbors has received a request for a commercial mooring for hire from Kittery Point Yacht Club.

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

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



Division of Ports & Harbors  
Memorandum

To: Captain Geno J. Marconi   
From: Tracy R. Shattuck, Chief H/M   
Re: Kittery Point Yacht Club Commercial Mooring for Hire  
Date: May 10, 2023

---

Attached is an initial application for a Commercial Mooring for Hire in the Portsmouth Yacht Club Nearshore mooring field. Kittery Point Yacht Club (KPYC) was on the waitlist and was offered a mooring permit as next on the list. KPYP already holds Commercial Moorings for Hire and is on several waitlists in an effort to expand the business. All of the required documentation is already on file.

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



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

**PORT ADVISORY COUNCIL MEETING MINUTES  
WEDNESDAY, FEBRUARY 8, 2023 6:00 PM**

**PRESENT:** Roger Groux, Chair  
Brad Cook, Vice Chair  
Jeff Gilbert, Treasurer (by ZOOM 6:10 pm to 7:30 pm)  
Erik Anderson  
Mike Donahue  
Bill McQuillen  
Chris Snow  
Geno Marconi, Director, PDA-DPH

Attendees/Public: Adam Baker, John Tuttle, Butch Tuttle, Rick Philbrick

1. CALL TO ORDER

The meeting was called to order at 6:00 PM

2. NEW BUSINESS-Part I

Chairman Groux asked that Grant Nichols present the Rye Study before proceeding with the agenda, due to the length of time it may take. Grant proceeded with a power point presentation, which is attached here for the record. The presentation lasted approximately 1 ½ hrs. Discussion included facility repairs, parking lot changes, ROE changes, environmental permits, funding sources, and concession agreements.

3. Introduction of new Deputy Chief Harbormaster, Adam Winkler who came to the Port from the Strafford County Sheriff's Department.

4. APPROVE MINUTES

Erik made a motion to accept the January 11, 2023 minutes, Brad seconded, no further discussion, all members were in favor and the motion passed.

5. FINANCE REPORT

The report for period ending December 31, 2022 was included in the meeting packet. Geno reported that the Division is running in the black. Mooring, berthing, and pier use fees are coming in. Mike made a comment regarding the amount of money that comes in and out is enormous, and it's unfortunate that Port staff has had to spend so much time and energy on the Rye facility.

6. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The January report was presented and discussed briefly, comments were made that it is a very impressive report and there is a wide variety of product coming in. Coal is still coming in, it is getting trucked up to Bow, NH.

7. DIRECTOR'S REPORT

Geno discussed the items that were reported to and/or approved at the January 19, 2023 PDA Board Meeting as follows: (copies of the board motions and memos were included in the meeting packet)

- Reports
  - Verbal reports: Tyler Zabkar, Marine Terminal Operator and HAZCOM certifications and Whit Anderson/Port staff assistance with NOAA Vessel Ferdinand R. Hassler
- Approvals
  - Rye Harbor-Fuel Dispensing System-Lakes Region Environmental
  - Rye Harbor-Fuel System Enclosure-Appledore Marine Engineering
  - Market St. Terminal-Warehouse Roof Concepts-Appledore Marine Engineering

8. NEW BUSINESS-Part II

The Initial Proposed Pda 600 rules were presented to the Council. The rules expire at the end of October 2023. Grant explained the proposed changes, which were marked in red. Discussion included mentioning that most of the changes are clearly “housekeeping” changes but other changes include updating the parking “time limit”, the addition of requiring the Hoist Safety Sheet, and addition of a section on animal control. After discussion Mike made a motion to recommend the initial proposed rules to the PDA Board of Directors at the March meeting, Erik seconded the motion, a vote was taken, all were in favor and the motion passed.

9. COMMITTEE REPORTS

- Business Development/FTZ- The Boston US Customs and Border Patrol office now has jurisdiction over New Hampshire, taking over the duties from the Portland office.
- Dredging-no report
- Fisheries-reported on the diving for lobsters bill and the bill that would require a warrant for a Fish & Game officer for search and seizure, the NH fishing industry opposes both bills and will attend any future hearings.
- Government-reported that a group is looking into hosting a River Fest event in association with the cities 400<sup>th</sup> anniversary parade. The event is in the preliminary stages now and is researching the permit and approval processes. Geno mentioned that the annual tall ship event is considering a blessing of the fleet component for this year's event.

- Moorings-the 2<sup>nd</sup> DMV event brought in more applications, for a total of 102 between the 2 events. March 1<sup>st</sup> is the deadline to submit mooring renewal applications.
- PDA Liaison- There is a Port Committee meeting tomorrow morning at the PDA Main office.
- Recreational Piers- Brad prepared a report about the history of Rye Harbor, which is included in the Council's meeting packet. The Council agreed that the report should be shared with the Port Committee meeting members.

10. OLD BUSINESS

Mike asked about the replacement of the bascule bridge in New Castle, no new information. Discussion on the Coast Guard "Approaches Study". Discussion on the sturgeon presentation from a couple months ago. BOEM had an in person meeting in Portsmouth regarding Offshore Wind. Further discussion on the estimates for the replacement of the Rye Harbor fuel pumps on the recreational pier, request for a follow up report on the final cost. The revenue stream for the Harbor Dredge & Pier Maintenance Fund was discussed. The March Council meeting was moved to March 15<sup>th</sup>.

11. PUBLIC COMMENT

There were no members of the public present.

12. PRESS QUESTIONS

There were no members of the press present.

13. ADJOURNMENT

Erik made a motion to adjourn the meeting, Brad seconded and the meeting adjourned at 8:15 pm.





**PEASE**

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

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

FROM: Geno J. Marconi, Director *(BT) For GM.*

DATE: April 26, 2023

RE: Piscataqua Maritime Commission, Sail Portsmouth Event

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

The 2023 season will have PMC hosting the ships "Ernestina-Morrissey" and "NAO Trinidad," from July 27 through July 31, 2023.

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



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

100-1211508

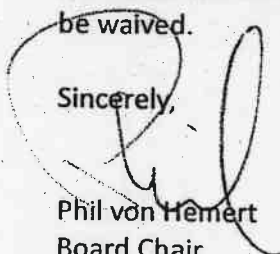
April 26, 2023

Port of New Hampshire  
Pease Development Authority  
Division of Ports and Harbors  
555 Market Street  
Portsmouth, New Hampshire 03801

Dear Captain Marconi,

I am writing on behalf of the Piscataqua Maritime Commission, dba Sail Portsmouth, to request the Division of Ports and Harbors grant us permission to use the Portsmouth Commercial Fish Pier beginning with the tall ship arrivals on Thursday, July 27, 2023, and ending when they depart Portsmouth on Monday, July 31, 2023. The two tall ships will be the NAO Trinidad and the Ernestina-Morrissey. Because this is a public event, we request the wharfage and dock fees be waived.

Sincerely,

  
Phil von Hemert  
Board Chair



# PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: Paul Brean, Executive Director, Pease Development Authority ("PDA") *RWB*  
From: Geno Marconi, Division Director *GM*  
Date: April 25, 2023  
Subject: Charter boat Right of Entry, Hampton Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received a request from Robert Wason, of Hold Fast Charters, LLC, of 189 Exeter Rd., Hampton Falls, NH to enter into a Right of Entry ("ROE") for use of the facilities at the Hampton Harbor Marine Facility (the Premises") in association with its charter businesses.

The Division has reviewed the request and in accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of Charter Boat Right of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2017, recommends approval of the ROE subject to the following terms and conditions:

**PREMISES:** Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH 03842

**PURPOSE OF ROE:** Charter Boat Operations & Customer Parking

**PERIOD OF USE:** Period 1-June 1, 2023 through April 30, 2024  
Period 2-May 1, 2024-April 30, 2025

**CUSTOMER PARKING FEE:** \$5.00 per vehicle for customers using the Premises parking area

Hold Fast Fishing Charters, LLC. has met the following required conditions, in accordance with the Charter Right of Entry agreement, attached hereto:

1. Secured a Pier Use Permit;
2. Provided proof of minimum insurance requirements set by the PDA to the Division; and
3. Provide documentation that the business is registered and in "Good Standing" with the Secretary of State to conduct business in New Hampshire.

This approval will be reported to the PDA Board of Directors at its next regular meeting.

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market St., Portsmouth, NH 03801 under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") **Hold Fast Charters, LLC** ("**Hold Fast**"), of 189 Exeter Rd. Hampton Falls, NH 03844 to use property of the State of New Hampshire, **Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH 03842** (the "Premises") pursuant to the terms of this Right of Entry and for the following purposes and for no other uses unless expressly authorized:

PREMISES: Hampton Harbor Marine Facility

PURPOSE OF ROE: Non-exclusive use of the Premises facilities for Charter Boat Operations & Customer Parking

PERIOD OF USE: Period 1-June 1, 2023-April 30, 2024  
Period 2-May 1, 2024-April 30, 2025

CUSTOMER

PARKING FEE: Period 1-\$5.00 per vehicle  
Period 2-\$5.00 per vehicle, subject to change per paragraph 2

The ROE is given subject to the following conditions:

1. The term of this ROE is set forth in the Period of Use above. Requests for extension or renewal shall be submitted to the DPH Director in writing by **February 1, 2025**.
2. **Hold Fast's** customers shall have nonexclusive use of parking spaces situated at the Premises parking lot. PDA-DPH will charge customers a \$5.00 parking fee per vehicle for any vehicle using the Marine Facility parking lot. Parking fees are subject to change during the term of this ROE. **Hold Fast** shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
3. **Hold Fast** employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, **Hold Fast** shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. **Hold Fast** agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.
4. **Hold Fast** agrees that its employees and agents who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste or garbage the animal excretes or causes to be scattered on the property.



5. **Hold Fast** shall obtain a separate Pier Use Permit in connection with its charter operation which allows nonexclusive access to the Premises pier, in accordance with N.H. Administrative Rules Part Pda 600, all subject to the oversight and direction of PDA-DPH.
6. **Hold Fast** shall obtain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.
7. The scheduling of departures and arrivals in connection with any activity allowed under this ROE will not interfere with the scheduled use of common areas or adjoining areas by other entities which have actively conducted business at the Premises and have been previously issued an ROE(s) by PDA-DPH.
8. **Hold Fast** shall obtain advance approval from the PDA-DPH for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH on whether to approve the sign or advertisement shall be in its sole discretion and shall be final.
9. **Hold Fast** shall be responsible for routine cleaning of all areas of the Premises and equipment which is used in connection with its operations at the Premises and for picking up garbage and rubbish its operations generate and depositing same at a designated location on the Premises where PDA-DPH can dispose of it. At no time shall waste water of any kind be disposed of on the Premises.
10. **Hold Fast** shall indemnify, defend (with counsel acceptable to the State of New Hampshire and PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:
  - A. From any condition of the Premises including any building structure or improvements thereon for which **Hold Fast** has taken possession of hereunder;
  - B. From any breach or default on the part of **Hold Fast** to be performed pursuant to the terms of this ROE, or from any act or omission of **Hold Fast**, or any of its agents, contractors, servants, employees, licensees or invitees; or
  - C. From any accident, injury, death, loss or damage whatsoever caused to any person or property occurring during the term of this ROE, on or about the areas (including, but not limited to piers, docks, gangways, ticket office and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this ROE.
11. On or before the effective date of this ROE, **Hold Fast** and any agent, contractor, or vendor of **Hold Fast** shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A.
12. Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under

law subject, however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch. 491:8 as the same may be amended.

13. **Hold Fast** may terminate this ROE by giving PDA-DPH a thirty (30) day notice in writing. The provisions of paragraph 10 shall survive termination.
14. PDA-DPH may terminate this ROE by giving **Hold Fast** thirty (30) days advanced written notice of termination in the event of the failure of **Hold Fast's** to perform, keep or observe any of the provisions of this ROE and the failure of **Hold Fast** to correct the default or breach within the time specified by PDA-DPH.
15. This ROE may be **terminated immediately** by PDA-DPH in the event **Hold Fast** fails to provide proof of insurance **coverage, or engages** in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. The provisions of paragraph 10 shall survive termination.
16. In the performance of this ROE, **Hold Fast** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of **Hold Fast** or any of its officers, employees, agents or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Hold Fast** nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.
17. **Hold Fast** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Hold Fast** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.
18. In connection with the performance of this contract, **Hold Fast** agrees to comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Hold Fast**.
19. **Hold Fast** shall be familiar with and follow Administrative Rules CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Divisions web site, [www.portofnh.org](http://www.portofnh.org).
20. In accordance with Administrative Rule Pda 603.11 (a), **Hold Fast** acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
21. In accordance with Administrative Rule Pda 603.11 (b), **Hold Fast** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
22. **Hold Fast** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
23. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **Hold Fast**s for the purpose of discussing current operational

issues, presentation of official requests for changes in schedules, process, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his/her authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. **Hold Fast** shall be represented, at a minimum, by one (1) officer/member of the company.

24. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH.
25. **Hold Fast** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **Hold Fast** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be amended from time to time.
26. This ROE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.
27. This ROE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page left blank-Signature page follows]

Hold Fast Charters, LLC  
Charter ROE, Hampton  
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**PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Paul E. Brean, Executive Director, PDA

\_\_\_\_\_  
Witness printed name

\_\_\_\_\_

**HOLD FAST CHARTERS, LLC.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Printed Name/Title



**EXHIBIT A**

**TO: RIGHT OF ENTRY HOLDERS - CHARTER ONLY (NO BUILDING ON SITE)**

**RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CHARTERS OPERATING ON PROPERTY OF THE STATE OF NH, PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS**

All Charter Right of Entry holders are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of business on PDA-DPH property and to maintain such insurance while conducting such business. The following are the minimum requirements for insurance coverage:

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

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


## MOTION

Director Lamson:

The Pease Development Authority Board of Directors authorizes the Executive Director and the Division of Ports and Harbors Director, in accordance with their respective powers and duties, to finalize and execute Rights of Entry for the Hampton Harbor Marine Facility with each commercial entity listed in the memorandum of Geno J. Marconi, Director of Ports and Harbors, dated May 9, 2023, attached hereto and incorporated herein.

N\Resolves\2023\DPH - Hampton Harbor ROE Approvals (5-18-23)



DATE: May 9, 2023  
TO: Pease Development Authority ("PDA"), Board of Directors  
FROM: Geno Marconi, Division Director   
RE: Rights of Entry, Hampton Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received requests for Rights of Entry ("ROE") from entities requesting permission to maintain a building onsite (shown on attached lot map) to support fishing associated businesses at the Hampton Harbor Marine Facility, which include the following proposed uses:

- Three (3) charter vessels with a building to support the vessel operation
- One (1) commercial fishing vessel with a building for the retail sale of catch and a building for the storage of catch
- One (1) Bait and Tackle Shop
- One (1) Kayak Rental Shop
- One (1) Parasailing and Paddleboard rental shop
- One (1) charter vessel with 1 building used to support the vessel operation and retail sales of oysters, and 1 building used for oyster processing and storage
- One (1) commercial fishing vessel with a building for the storage of frozen lobster bait
- One (1) commercial fishing vessel with a building to support the vessel operation

The Division has reviewed the requests and **recommends** that the PDA Board of Directors approve the ROE's for the operations listed below and in accordance with the Right of Entry agreement (attached) which **includes** the following terms and conditions:

**Term:** Period 1: July 1, 2023 through April 30, 2024  
Period 2: May 1, 2024 through April 30, 2025

**Fees:** Period 1: \$1,000.00 for location of building  
Period 2: \$1,250.00 for location of building

\$12.00 per foot of the vessel Commercial Pier-Use Permit, fee subject to change per Pda 610.01(b), if applicable

\$5.00 per vehicle for customer parking at Division facilities, fee subject to change per Pda 610.01(b)

**Insurance:** Minimum insurance coverage, outlined in the attached Right of Entry as Exhibit B

**Additional Requirements:** Entities and individuals issued a Right of Entry are subject to applicable Administrative Rules and Policies as promulgated by the Pease Development Authority.

**Businesses and Use:**

**Hampton Harbor: Vessel and Building**

F/V Sea Fever, LLC.	Charter fishing operations
Yellow Bird Fishing Charters, LLC.	Charter fishing operations
Captain Bob's LLC.	Lobster tours, charter fishing operations
Swell Oyster Company, LLC.	Oyster Farm Tours, retail sales of oysters, storage of catch (2 buildings)

**Hampton Harbor: Building with marine related business**

F/V Sheila Ann (Bob Nudd)	Frozen lobster bait storage
Hampton Harbor Parasail, LLC.	Parasailing Tours
Hampton Harbor Tackle	Bait and tackle shop
Garon Kayak Rentals	Ticket building
F/V Three Buoys	Fishing operation
Smitty's State Pier Lobster Pound	Retail sales of catch & storage of catch (2 buildings)





**Full Company Name**

**Right of Entry, Hampton Harbor Marine Facility**

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2. The term of this ROE shall be as set forth above as Period of Use. Requests for renewal shall be submitted to the DPH Director in writing no less than ninety (90) days prior to the expiration of Period 2.
3. **Company Abbreviation** customers shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot, subject to PDA-DPH established parking fees as may be amended over time by the PDA-DPH. **Company Abbreviation** shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
4. **Company Abbreviation** employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, **Company Abbreviation** shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. **Company Abbreviation** agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.
5. **Company Abbreviation** agrees that its owners, employees, and agents, who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste the animal excretes or garbage it causes to be scattered on the property.
6. **Company Abbreviation** is required to use the Marine Facility Pier in connection with its ROE operation, unless excused from such requirement in writing by PDA-DPH at its sole discretion, and as such shall obtain a separate Pier Use Permit which shall grant nonexclusive access to the Marine Facility pier, in accordance with N.H. Administrative Rules Part Pda 600.
7. **Company Abbreviation** shall obtain all necessary permits and licenses that are required to engage in its operations under this ROE and provide copies of them to PDA-DPH at the time of execution of this document. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), NH Fish and Game Fishing and/or Charter licenses, NH Department of Environmental Services permits, and NH Secretary of State Registration paperwork.
8. The scheduling of any/all departures and arrivals at the Premises and the Marine Facility in connection with any activity allowed under this ROE shall not interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH.
9. **Company Abbreviation** may utilize the area in front of the Building for loading and unloading. Any loading and unloading shall not unreasonably interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH. Final decisions regarding delivery times are determined by PDA-DPH.
10. The Rental Fee for the Premises is due and shall be paid in full on or before July 1<sup>st</sup> each year of the term of this ROE. The rental fee shall be made payable to PDA-DPH and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801. Written notification of any fee and rate increases will be provided to current ROE holders on or before February 1<sup>st</sup> of any given year during the term



**Full Company Name**

**Right of Entry, Hampton Harbor Marine Facility**

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of the ROE and will become part of this ROE and effective on April 1<sup>st</sup> of that year.

11. **Company Abbreviation** shall obtain advance approval from the PDA-DPH for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH on **whether** to approve the sign or advertisement shall be in its sole discretion and shall be final.
12. In order to **guarantee** the high quality of services and **merchandise** provided to the public from the Premises, any PDA-DPH questions relating to policies, prices, quality, cleanliness and services must be settled to the **satisfaction** of PDA-DPH. In making its decisions, PDA-DPH will be aided by members of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and **necessary**.
13. All utilities to serve the Premises and the Building shall be at the sole responsibility and cost of **Company Abbreviation**.
14. **Company Abbreviation** shall be **responsible** for regular and routine cleaning of all areas of the Premises, the Building, and equipment where merchandise is stored, prepared or sold. **Company Abbreviation** shall be responsible for grounds **pickup** on the Premises and in common areas which are used by **Company Abbreviation's** customers. All **areas** of the Premises, including but not limited to areas behind the Building, shall be maintained in a neat and orderly manner. Cleaning within this ROE shall include the picking up of all waste material and the **routine cleaning** of equipment, walls, floors, windows, **fixtures**, draperies, blinds, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying **materials** and supplies that may be necessary to perform this service. **Company Abbreviation** shall be responsible for **maintaining** high standards of sanitation in **accordance** with the rules and regulations **promulgated** by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH, or any other **governmental** agency having jurisdiction over such **matters**. **Company Abbreviation** shall be responsible for promptly and regularly picking up **garbage** and rubbish generated by its **operations** or customers and depositing same at a location at the Marine Facility **designated** by PDA-DPH.
15. **Company Abbreviation** agrees to defend and indemnify the State of New Hampshire and PDA-DPH against and from **any** and all claims, judgments, **damages**, penalties, fines **assessments**, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of **claims**, attorney's fees, **consultant's** fees and **experts** fees) resulting or arising during the term of this ROE:
  - A. From any condition of the **Premises** including the Building **structure** or improvements **thereon** for which **Company Abbreviation** has taken possession of hereunder;
  - B. From any breach or **default** of any obligation on the part of **Company Abbreviation** to be performed pursuant to the terms of this ROE or from any act or omission of **Company Abbreviation** or any of its **agents**, contractors, servants, employees, **licensees** or invitees; or
  - C. From any **accident**, injury, death, loss or damage **whatsoever** caused, to any person or **property** occurring during the term of this ROE, on or about the Marine Facility areas (including but not limited to piers, docks, gangways, **building**, and **parking** areas) arising out of or **incidental** to the use, management or control of the area(s) and **activities** which are the subject of this ROE.
16. On or before the effective date of this ROE, **Company Abbreviation** and any agent, contractor, or vendor of **Company Abbreviation** shall provide PDA-DPH with proof of required **insurance**

**Full Company Name**

**Right of Entry, Hampton Harbor Marine Facility**

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coverage as outlined in **Exhibit B**. These are minimum insurance requirements designed to protect the interests of PDA-DPH and the State of NH. Replacement costs of **Company Abbreviations** building and contents may not be protected under these terms. **Company Abbreviation** should consult with its insurance provider to ensure its individual insurance needs are met.

17. Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the **sovereign** immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the **sovereign** immunity of PDA-DPH as a body politic and corporate of the **State** of New Hampshire. The sovereign immunity of the State of New Hampshire and PDA-DPH is reserved to the **fullest extent** allowed under law **subject** however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch.492:8 as the same may be amended.
18. **Company Abbreviation** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. The provisions of paragraph 15 shall survive termination.
19. PDA-DPH may terminate this ROE by giving **Company Abbreviation** thirty (30) days advanced **written** notice of termination in the event of the failure of **Company Abbreviation's** to perform, keep or observe any of the provisions of this ROE and the failure of **Company Abbreviation** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises prior to the **expiration** of the thirty (30) days' notice.
20. This ROE may be terminated immediately by PDA-DPH in the event **Company Abbreviation** fails to provide proof of insurance coverage, or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises immediately. The provisions of paragraph 15 shall survive termination.
21. In the performance of this ROE, **Company Abbreviation** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the **State** of New Hampshire and PDA-DPH shall, **at no time**, be legally responsible for any negligence or willful acts on the part of **Company Abbreviation** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Company Abbreviation** nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **Company Abbreviation** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Company Abbreviation** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.



**Full Company Name**

**Right of Entry, Hampton Harbor Marine Facility**

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22. In connection with the performance of this contract, **Company Abbreviation** agrees to comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Company Abbreviation** and to procure and maintain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Federal and/or State Aquaculture Permit, Wholesale Marine Species License, Wetlands Board, Marine Safety, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.
23. **Company Abbreviation** shall be familiar with and follow Administrative Rules Pda CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Division's web site, [www.portofnh.org](http://www.portofnh.org).
24. In accordance with Administrative Rule Pda 603.11 (a), **Company Abbreviation** acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
25. In accordance with Administrative Rule Pda 603.11 (b), **Company Abbreviation** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
26. The sale of ready to eat, restaurant style food items is not permitted under this ROE; a separate Concession Agreement is required for the sale of such items from or on the Premises. Ready to eat, restaurant style food items shall include, but not be limited to, sandwiches, wraps, burgers, hotdogs, soups & chowders, salads, prepared seafood, and such other edible/consumable items sold in conjunction therewith, The determination of what constitutes such food items is in the sole discretion of the PDA-DPH, which determination shall be final.
27. **Company Abbreviation** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
28. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **Company Abbreviation** for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, portions, products or policies, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. **Company Abbreviation** shall be represented, at a minimum, by one (1) officer/member of the company.
29. In the event the Premises, the Building, or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of **Company Abbreviation's** operation shall be suspended or abated until and if said Premises, Building, or any party thereof shall have been placed in proper condition for use by **Company Abbreviation**. PDA-DPH may terminate this contract in the event **Company Abbreviation** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **Company Abbreviation** shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.
30. The Building and any equipment thereof which are the property of **Company Abbreviation** shall

**Full Company Name**

**Right of Entry, Hampton Harbor Marine Facility**

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- remain the property of **Company Abbreviation** and, upon termination of this ROE by lapse of time or otherwise, **Company Abbreviation** shall promptly remove same from the Premises. Upon the termination of this ROE, **Company Abbreviation** may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by **Company Abbreviation**.
31. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the Building to another party does not guarantee that party will receive a Right of Entry for the Premises.
  32. **Company Abbreviation** shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the Premises and Building at all reasonable hours for the purpose of examining and inspecting said Premises and Building, or for any other purpose as may be required by this ROE. Except in the event of an emergency, PDA-DPH agrees that such access will not unduly affect the operations of **Company Abbreviation**'s business.
  33. **Company Abbreviation** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **Company Abbreviation** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be amended from time to time.
  34. To the extent applicable, **Company Abbreviation** agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. **Company Abbreviation** agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event **Company Abbreviation** shares a larger parcel of land with lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of **Company Abbreviation** to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **Company Abbreviation** shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **Company Abbreviation**'s failure to pay said taxes.
  35. This RoE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.
  36. **This RoE** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank, signature page follows]

**Full Company Name**  
**Right of Entry, Hampton Harbor Marine Facility**  
7

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

Date: \_\_\_\_\_

Witness

Paul E. Brean, Executive Director, PDA

**Full Company Name**

Date: \_\_\_\_\_

Witness Signature

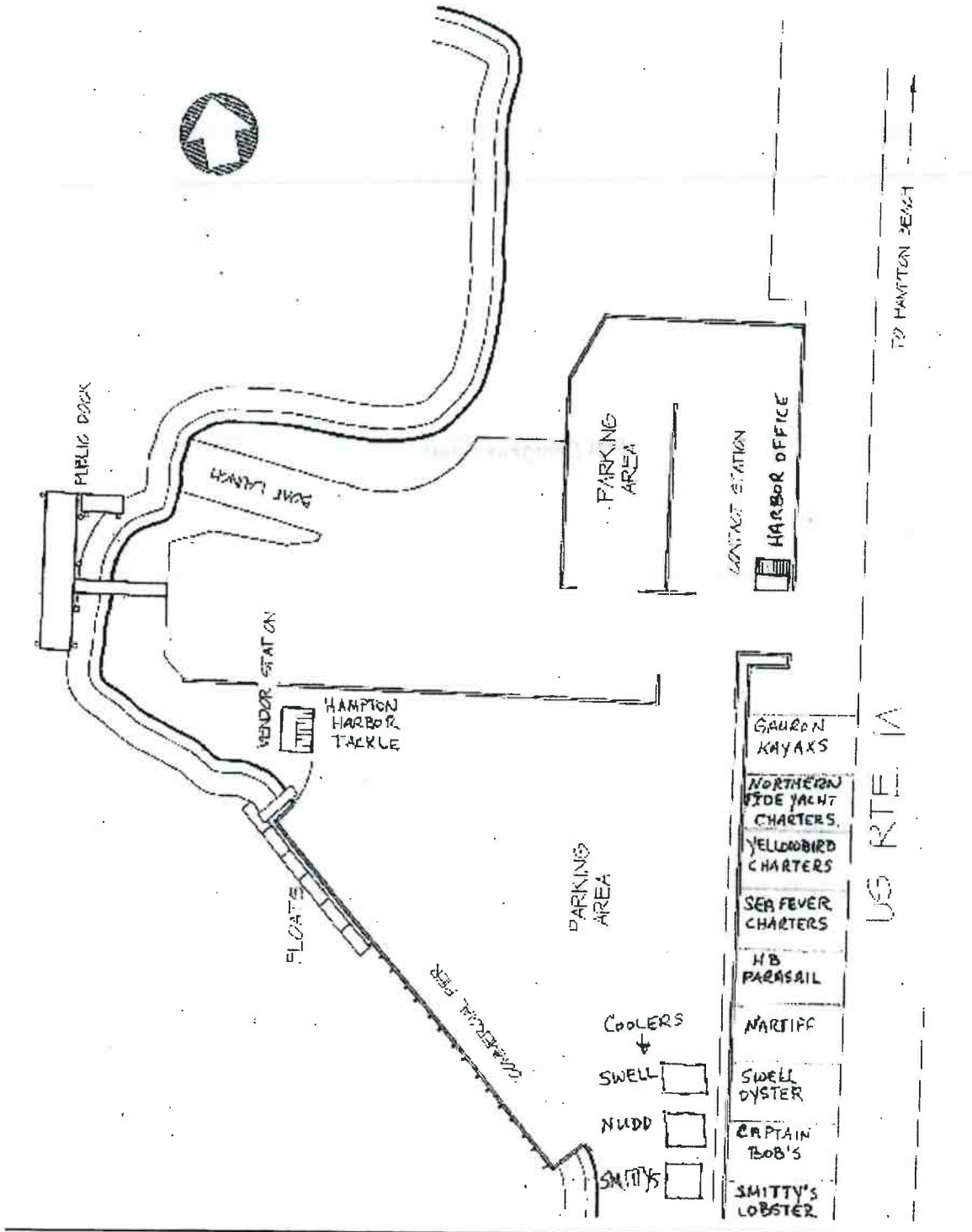
Authorized Signature

Witness Printed Name

Printed Name/Title



EXHIBIT A





Full Company Name

Right of Entry, Hampton Harbor Marine Facility

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## EXHIBIT B

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

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

The following are the minimum requirements for insurance coverage:

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

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

## MOTION

Director Levesque:


The Pease Development Authority Board of Directors authorizes the Executive Director and the Division of Ports and Harbors Director, in accordance with their respective powers and duties, to finalize and execute Rights of Entry for the Rye Harbor Marine Facility with each commercial entity listed in the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated May 9, 2023, attached hereto and incorporated herein.

N\Resolves\2023\DPH - Rye Harbor ROE Approvals (5-18-23)



DATE: May 9, 2023

TO: Pease Development Authority ("PDA"), Board of Directors

FROM: Geno Marconi, Division Director 

RE: Rights of Entry, Rye Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received requests for Rights of Entry ("ROE") from entities requesting permission to maintain a building onsite to support maritime associated businesses at the Rye Harbor Marine Facility, which include the following proposed uses:

- Four (4) charter vessels with a building to support the vessel operation
- One (1) commercial fishing vessel with a building for the retail sale of its catch
- One (1) charter vessel with a building to support the vessel operation and bait & tackle shop

The Division has reviewed the requests and recommends that the PDA Board of Directors approve ROE's for the operations listed below and in accordance with the Right of Entry agreement (attached) which includes the following terms and conditions:

**Term:** Period 1: July 1, 2023 through April 30, 2024  
Period 2: May 1, 2024 through April 30, 2025

**Fees:** Period 1: \$1,000.00 for location of building  
Period 2: \$1,250.00 for location of building

Commercial Pier-Use Permit, annual fee of \$12.00 per foot of the vessel, fee subject to change per Pda 610.01(b), if applicable

\$5.00 per vehicle for customer parking at Division facilities, fee subject to change per Pda 610.01(b)

**Insurance:** Minimum insurance coverage, outlined in the attached Right of Entry as Exhibit B

**Additional Requirements:** Entities and individuals issued a Right of Entry are subject to applicable Administrative Rules and Policies as promulgated by the Pease Development Authority.

**Businesses and Use:**

**Rye Harbor: Vessel and Building Use**

Petey's Lobster Pound & Gifts	Retail sales of catch (Building 1)
Harvester Fishing Charters, LLC.	Charter fishing operations (Building 2)
Tontine Fishing Inc.	Charter fishing operations (Building 3)
Black Dog Charters, LLC.	Charter fishing operations (Building 4)
Vintage Fish Company, LLC.	Charter fishing operations, bait and tackle shop (Building 7)
Granite State Whale Watch, Inc.	Charter operations (Buildings 8 & 9)





**Full Company Name**

Right of Entry, Rye Harbor Marine Facility

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- submitted to the DPH Director in writing no less than ninety (90) days prior to the expiration of Period 2.
4. **Company Abbreviation** customers shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot, subject to PDA-DPH established parking fees as may be amended over time by the PDA-DPH. **Company Abbreviation** shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
  5. **Company Abbreviation** employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, **Company Abbreviation** shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. **Company Abbreviation** agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.
  6. **Company Abbreviation** agrees that its owners, employees, and agents, who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste the animal excretes or garbage it causes to be scattered on the property.
  7. **Company Abbreviation** is required to use the Marine Facility Pier in connection with its ROE operation, unless excused from such requirement in writing by PDA-DPH at its sole discretion, and as such shall obtain a separate Pier Use Permit which shall grant nonexclusive access to the Marine Facility pier, in accordance with N.H. Administrative Rules Part Pda 600.
  8. **Company Abbreviation** shall obtain all necessary permits and licenses that are required to engage in its operations under this ROE and provide copies of them to PDA-DPH at the time of execution of this document. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), NH Fish and Game Fishing and/or Charter licenses, NH Department of Environmental Services permits, and NH Secretary of State Registration paperwork.
  9. The scheduling of any/all departures and arrivals at the Premises and the Marine Facility in connection with any activity allowed under this ROE shall not interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH.
  10. **Company Abbreviation** may utilize the area in front of the Building for loading and unloading only during the hours of 4:00 a.m. to 7:00 a.m. and 7:00 p.m. to 10:00 p.m. Any loading and unloading shall not unreasonably interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH. Loading and unloading outside of the above-referenced times shall only be permitted by the express authorization of the PDA-DPH. At no time shall **Company Abbreviation**, its employees, or agents, park in the designated fire lane or any other area designated as no parking by the PDA-DPH.
  11. The Rental Fee for the Premises is due and shall be paid in full on or before July 1<sup>st</sup> each year of the term of this ROE. The rental fee shall be made payable to PDA-DPH and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801. Written notification of any fee and rate increases



**Full Company Name**

Right of Entry, Rye Harbor Marine Facility

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will be provided to current ROE holders on or before February 1<sup>st</sup> of any given year during the term of the ROE and will become part of this ROE and effective on April 1<sup>st</sup> of that year.

12. **Company Abbreviation** shall obtain **advance approval** from the PDA-DPH for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH on **whether** to approve the sign or advertisement shall be in its sole discretion and shall be final.
13. In order to guarantee the high quality of services and merchandise provided to the public from the Premises, any PDA-DPH questions **relating** to policies, prices, quality, cleanliness and **services** must be settled to the satisfaction of PDA-DPH. In making its decisions, PDA-DPH will be aided by members of its staff and such other **officials** of the State of New Hampshire as may be deemed appropriate and necessary.
14. All utilities to serve the Premises and the **Building** shall be at the sole responsibility and cost of **Company Abbreviation**.
15. **Company Abbreviation** shall be responsible for regular and routine cleaning of all areas of the Premises, the **Building**, and equipment where merchandise is stored, prepared or sold. **Company Abbreviation** shall be responsible for grounds pickup on the Premises and in common areas which are used by **Company Abbreviation's** customers. All areas of the Premises, including but not limited to areas behind the **Building**, shall be maintained in a neat and orderly manner. The outdoor storage of equipment on the Premises may only be permitted in an area not to exceed 10 feet from the rear of the **Building** on the Premises, subject to the separate written approval of the PDA-DPH. If such written approval is given, such storage shall be neat and orderly at all times. Cleaning within this ROE shall include the picking up of all waste material and the routine cleaning of equipment, walls, floors, windows, fixtures, draperies, blinds, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying materials and supplies that may be necessary to perform this service. **Company Abbreviation** shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH, or any other governmental agency having jurisdiction over such matters. **Company Abbreviation** shall be responsible for promptly and regularly picking up garbage and rubbish generated by its operations or customers and depositing same at a location at the Marine Facility designated by PDA-DPH.
16. **Company Abbreviation** agrees to defend and indemnify the State of New Hampshire and PDA-DPH against and from any and all claims, judgments, damages, **penalties**, fines assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of **claims**, **attorney's** fees, consultant's fees and **experts** fees) resulting or arising during the term of this ROE:
  - A. From any condition of the **Premises** including the **Building structure** or improvements thereon for which **Company Abbreviation** has taken possession of hereunder;
  - B. From any breach or default of any obligation on the part of **Company Abbreviation** to be performed pursuant to the terms of this ROE or from any act or omission of **Company Abbreviation** or any of its agents, **contractors**, **servants**, employees, licensees or invitees; or
  - C. From any accident, injury, death, loss or **damage whatsoever** caused, to any person or property occurring during the term of this ROE, on or about the Marine Facility areas (including but not limited to piers, docks, gangways, **building**, and parking areas) arising out of or incidental to the use, **management** or control of the area(s) and activities which are the subject of this ROE.

**Full Company Name**

Right of Entry, Rye Harbor Marine Facility

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17. On or before the effective date of this ROE, **Company Abbreviation** and any agent, contractor, or vendor of **Company Abbreviation** shall provide PDA-DPH with proof of required insurance coverage as outlined in **Exhibit B**. These are minimum insurance requirements designed to protect the interests of PDA-DPH and the State of NH. Replacement costs of **Company Abbreviations** building and contents may not be protected under these terms. **Company Abbreviation** should consult with its insurance provider to ensure its individual insurance needs are met.
18. Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the **State** of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire and PDA-DPH is reserved to the fullest extent allowed under law subject however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch.492:8 as the same may be amended.
19. **Company Abbreviation** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. The provisions of paragraph 16 shall survive termination.
20. PDA-DPH may terminate this ROE by giving **Company Abbreviation** thirty (30) days advanced written notice of termination in the event of the failure of **Company Abbreviation's** to perform, keep or observe any of the provisions of this ROE and the failure of **Company Abbreviation** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice.
21. This ROE may be terminated immediately by PDA-DPH in the event **Company Abbreviation** fails to provide proof of insurance coverage, or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. In the event of such termination, **Company Abbreviation** shall remove the Building and all its possessions from the Premises immediately. The provisions of paragraph 16 shall survive termination.
22. In the performance of this ROE, **Company Abbreviation** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the **State** of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of **Company Abbreviation** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Company Abbreviation** nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **Company Abbreviation** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Company Abbreviation** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.



**Full Company Name**

Right of Entry, Rye Harbor Marine Facility

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23. In connection with the performance of this contract, **Company Abbreviation** agrees to comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Company Abbreviation** and to procure and maintain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Federal and/or State Aquaculture Permit, Wholesale Marine Species License, Wetlands Board, Marine Safety, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.
24. **Company Abbreviation** shall be familiar with and follow Administrative Rules Pda CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Division's web site, [www.portofnh.org](http://www.portofnh.org).
25. In accordance with Administrative Rule Pda 603.11 (a), **Company Abbreviation** acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
26. In accordance with Administrative Rule Pda 603.11 (b), **Company Abbreviation** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
27. The sale of ready to eat, restaurant style food items is not permitted under this ROE; a separate Concession Agreement is required for the sale of such items from or on the Premises. Ready to eat, restaurant style food items shall include, but not be limited to, sandwiches, wraps, burgers, hotdogs, soups & chowders, salads, prepared seafood, and such other edible/consumable items sold in conjunction therewith, The determination of what constitutes such food items is in the sole discretion of the PDA-DPH, which determination shall be final.
28. **Company Abbreviation** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
29. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **Company Abbreviation** for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, portions, products or policies, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. **Company Abbreviation** shall be represented, at a minimum, by one (1) officer/member of the company.
30. In the event the Premises, the Building, or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of **Company Abbreviation's** operation shall be suspended or abated until and if said Premises, Building, or any party thereof shall have been placed in proper condition for use by **Company Abbreviation**. PDA-DPH may terminate this contract in the event **Company Abbreviation** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **Company Abbreviation** shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.

**Full Company Name**

Right of Entry, Rye Harbor Marine Facility

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31. The Building and any **equipment** thereof which are the property of **Company Abbreviation** shall **remain** the **property** of **Company Abbreviation** and, upon termination of this ROE by lapse of time or otherwise, **Company Abbreviation** shall promptly remove same from the Premises. Upon the termination of this ROE, **Company Abbreviation** may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by **Company Abbreviation**.
32. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the **Building** to another party does not guarantee that party will receive a Right of Entry for the Premises.
33. **Company Abbreviation** shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the **Premises** and Building at all reasonable hours for the purpose of examining and inspecting said **Premises** and Building, or for any other purpose as may be required by this ROE. Except in the event of an emergency, PDA-DPH agrees that such access will not unduly affect the operations of **Company Abbreviation**'s business.
34. **Company Abbreviation** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **Company Abbreviation** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be **amended** from time to time.
35. To the extent applicable, **Company Abbreviation** agrees to hold the State of New Hampshire and PDA-DPH harmless with **respect** to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. **Company Abbreviation** agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event **Company Abbreviation** shares a larger parcel of land with lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of **Company Abbreviation** to pay its duly **assessed** personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **Company Abbreviation** shall, in **addition**, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **Company Abbreviation**'s failure to pay said taxes.
36. This **RoE** has been entered into in the State of New Hampshire and shall **be** interpreted under New Hampshire law.
37. This RoE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank, signature page follows]

**Full Company Name**  
Right of Entry, Rye Harbor Marine Facility  
7

Right of Entry, Rye Harbor Marine Facility  
7

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

Date: \_\_\_\_\_

Witness

Paul E. Brean, Executive Director, PDA

**Full Company Name**

Date: \_\_\_\_\_

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title



**Full Company Name**  
Right of Entry, Rye Harbor Marine Facility  
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**EXHIBIT A**



**EXHIBIT A - RYE HARBOR RIGHT OF ENTRY OVERVIEW AERIAL IMAGE**

DESIGNED BY: MCR    DATE: 05/01/2023    SCALE: N.T.S.

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

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**Full Company Name**

Right of Entry, Rye Harbor Marine Facility

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**EXHIBIT B**

**MINIMUM INSURANCE REQUIREMENTS**

**RIGHT OF ENTRY HOLDERS**

**CHARTER OPERATION WITH AN ASSOCIATED BUILDING**

**OPERATING ON THE PROPERTY OF THE STATE OF NH,**

**PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS (PDA-DPH)**

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

The following are the minimum requirements for insurance coverage:

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

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

## MOTION

Director Ferrini:

The Pease Development Authority Board of Directors authorizes the Executive Director and the Division of Ports and Harbors Director, in accordance with their respective powers and duties, to finalize and execute: 1.) a Right of Entry; and 2.) a Concession Agreement, with Granite State Whale Watch Inc., dba Rye Harborside for the Rye Harbor Marine Facility; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Director of the Division of Ports and Harbors, dated May 11, 2023, attached hereto.

N\Resolves\2023\DPH - Rye Harbor ROE with Concession Agr for GSWW dba Harborside Approvals (5-18-23)




**PEASE**

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

DATE: May 11, 2023  
TO: Pease Development Authority ("PDA"), Board of Directors  
FROM: Geno Marconi, Division Director   
RE: Concession Agreement & Right of Entry, Rye Harbor Marine Facility

The Division of Ports and Harbors (the "Division") received a request for a Right of Entry ("ROE") and Concession Agreement from Granite State Whale Watch dba Rye Harborside ("Rye Harborside") requesting permission to maintain a building onsite to support a food concession at the Rye Harbor Marine Facility.

The Division reviewed the request and recommends the PDA Board of Directors approve the ROE and Concession Agreement for Rye Harborside in accordance with the attached respective agreements.

○○○○ TAKING YOU THERE

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



**PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS**

**CONCESSION AGREEMENT**

This concession agreement (“the Agreement”), effective July 01, 2023, is between the Pease Development Authority, Division of Ports and Harbors (PDA-DPH) 55 International Dr., Portsmouth, NH 03801 and **Granite State Whale Watch Inc., dba Rye Harborside** (“Concessionaire”), PO Box 768, Rye, NH 03871. This Agreement is entered into with the Concessionaire in conjunction with a Right-of-Entry (ROE) issued to the Concessionaire regarding the placement of a building on State property from which the Concessionaire shall operate. The terms of said ROE, including but not limited to the meaning of the “Premises,” are incorporated herein by reference. Termination of the ROE shall result in an automatic termination of this Agreement.

**1. RIGHT TO SELL**

PDA-DPH grants to the Concessionaire the right and privilege to sell prepared food and beverage items normally associated with a Food Concession, generally including, but not limited to, the following items: Hamburgers, hot dogs, sandwiches, lobster rolls, prepared shellfish, salads, mac and cheese, chowders/soups, packaged snacks, sodas, juices, coffee tea and breakfast items, at Rye Harbor Marine Facility, Rye, NH (the “Marine Facility”) in accordance with the terms contained herein including but not limited to Paragraph 13. Concessionaire must comply with all state and local laws governing the sale and distribution of prepared food items. Concessionaire must obtain and maintain all necessary food and beverage permits. No alcoholic beverages shall be opened or consumed on state owned property in accordance with administrative rule Pda 603.11(b).

**2. AGREEMENT TERM**

Period 1 – July 1, 2023 – October 31, 2023

Period 2 – May 1, 2024 – October 31, 2024

**3. CONCESSION FEE**

As consideration for the privilege of operating the Food Concession from and on PDA-DPH property hereunder, the Concessionaire agrees to pay ten percent (10%) of its gross revenues, computed monthly, excluding only sales tax and gratuities, by the 15<sup>th</sup> of each month of operation and made payable to the Pease Development Authority, Division of Ports and Harbors and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801 (the “Concession Fee”). By way of example, but not limitation, the concession fee for June shall be paid by July 15<sup>th</sup>. The minimum monthly Concession Fee due and payable to PDA-DPH shall be \$1,000.00, regardless of the number of days of operation in a given month or the applicable gross revenue for that month. If, during any of the months of May, September, and October, the Concessionaire does not operate on fifteen (15) days or more in a particular month (i.e. not open for business on at least fifteen (15) days that month), it may request a fifty percent (50%) reduction in the minimum monthly Concession Fee of \$1,000.00, if that is the Concession Fee owed for that month, which PDA-DPH may grant, in writing, at its discretion. If Concessionaire does not operate during the entirety of any given calendar month of the Term (i.e. does not open for business on any day in a given month), it may request, in writing, a waiver of the Concession Fee for that calendar month, which PDA-DPH may waive, in writing, at its discretion.



4. **ACCOUNTING METHODS**

All sales, including but not limited to cash, credit, debit, and electronic transactions, shall be recorded through a Point-of-Sale system or cash register to be provided by the Concessionaire. A daily sales report (in duplicate) shall be prepared by the Concessionaire listing the beginning and ending control readings for each system or register. Any corrections or errors in recording sales during the day shall be clearly explained on the sales report. Concessionaire shall provide PDA-DPH with a statement of Gross Receipts for each weekly period, ending each Sunday along with payment on the 15<sup>th</sup> of each month. Concessionaire's sales and business records shall contain sufficient information and detail in the event that PDA-DPH chooses to audit the gross sales data submitted by the Concessionaire. PDA-DPH reserves the right to require receipt of audited statements from the Concessionaire at the end of each fiscal year. PDA-DPH shall retain the right to review the Concessionaire's sales and business records in connection with its operations at the Marine Facility at such times as PDA-DPH deems necessary. The Concessionaire shall maintain its records in an orderly and accessible format. The Concessionaire shall make such records available for inspection, examination, and audit by the PDA-DPH and its agents. Records shall be maintained by the Concessionaire during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement.

5. **CANCELLATION BY CONCESSIONAIRE**

This Agreement shall be subject to termination by the Concessionaire regardless of grounds therefore by giving PDA-DPH thirty (30) days written notice. The provisions of paragraph 20 shall survive termination.

6. **CANCELLATION BY PDA-DPH**

This Agreement shall be subject to termination by PDA-DPH in the event of the failure of the Concessionaire to perform, keep and observe any of the conditions of the contract and the failure of the Concessionaire to correct the default or breach within a time specified by PDA-DPH. This contract may be terminated immediately by PDA-DPH in the event the Concessionaire fails to provide proof of insurance coverage or engages in any activity which is deemed, in the sole discretion of PDA-DPH, to compromise public safety and health. PDA-DPH may terminate this ROE for any other reason upon ninety (90) days advanced written notice of termination. The provisions of paragraph 20 shall survive termination.

7. **RIGHT TO DECIDE QUESTIONS**

The decision of PDA-DPH relative to the proper performance of the terms of the Agreement shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in the Agreement and specifications that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

8. **ASSIGNMENT OR SUBCONTRACT**

This Agreement may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the building that is subject to the ROE to another party does not guarantee that party will receive an Agreement to operate a concession at the Premises.

**Granite State Whale Watch Inc., dba Rye Harborside  
CONCESSION**

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**9. RIGHT TO INSPECT**

The Concessionaire shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the **Premises** at all reasonable hours for the purpose of examining and inspecting said **Premises**, or for any other purpose as may be required by this Agreement. **Except** in the event of an **emergency**, PDA-DPH agrees that such access will not **unduly** affect the operations of the Concessionaire's business.

**10. SANITATION**

The Concessionaire shall be responsible for routine cleaning of all areas of the **Premises** where food or **merchandise** is stored, prepared, or sold and the **equipment** used in support of these activities. Concessionaire shall at all times be responsible for grounds pickup on the **Premises** and other areas of the Marine Facility where its customers **consume** food and beverage items **purchased** from the Concessionaire.

Cleaning within this proposal shall mean the picking up of all waste materials and the routine **cleaning** of walls, floors, windows, fixtures, **draperies**, blinds, tables, chairs, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good **housekeeping**, including supplying materials and supplies that may be necessary to perform this service.

Concessionaire shall be responsible for maintaining high standards of sanitation in accordance with the rules and **regulations** promulgated by the NH Department of **Health and Human Services**, Bureau of Food Protection, PDA-DPH or any other governmental entity having jurisdiction over such matters. Any licenses or permits required to sell food and **beverage** items shall be prominently displayed on the **Premises** in plain view of the public. The Concessionaire shall maintain at least two (2) lined and covered durable garbage containers, each with a capacity of at least fifty (50) gallons, on the **Premises**, and shall be responsible for **regularly** picking up garbage and rubbish and depositing same at a location designated by PDA-DPH. Waste shall not be left in Concessionaire's garbage containers overnight.

**11. ANIMALS**

In accordance with NH RSA 466:44, the Concessionaire agrees that they will not allow any animal into the **building identified** in the ROE, with the exception of service animals as contained within the provisions of NH RSA 167-D.

**12. EQUIPMENT**

All equipment deemed necessary by the Concessionaire shall be obtained at its own expense. The Concessionaire shall be responsible for all necessary electrical, plumbing and ventilating installations in accordance with existing local, state, and federal codes. Sales and service layout areas proposed by the Concessionaire are subject to the approval of PDA-DPH.

**13. ITEMS TO BE SOLD**

Concessionaire shall provide PDA-DPH a written list of all menu items at least 30 days prior to commencement of each Period under the Agreement Term for PDA-DPH approval. In all instances, food and beverage items sold must be of good quality and meet the approval of PDA-DPH. Questions on quality will be referred to PDA-DPH whose judgment in all cases shall be final.



**14. RECYCLABLE AND BIODEGRADABLE SERVING MATERIALS**

The Concessionaire shall utilize serving supplies produced from recyclable or biodegradable materials.

**15. PRICES**

The rates and prices charged for all items sold shall be subject to the review and approval of PDA-DPH, which approval shall not be unreasonably withheld. In approving prices, primary consideration shall be given to the prices charged for similar merchandise furnished or sold outside the areas administered by the particular park area under similar conditions, with due regard being given to such other factors as may be deemed significant. Prices shall be legibly posted on the Premises by the Concessionaire in plain view of the public.

**16. PERSONNEL**

Concessionaire shall at all times maintain a staff of employees necessary for efficient operation of the business.

All employees of the Concessionaires shall be clad in neat and clean attire satisfactory to PDA-DPH. The Concessionaire shall employ only competent and satisfactory persons and whenever PDA-DPH shall notify the Concessionaire in writing that any person employed on the Premises, in its opinion, is incompetent, disorderly, unsanitary, or otherwise unsatisfactory, such conditions shall be corrected or such person shall be discharged and shall not again be employed without consent of the PDA-DPH. The Concessionaire shall have a competent and responsible supervisor in attendance at all times. No one other than employees of the Concessionaire will be allowed behind counters in the service and sales areas on the Premises without the approval of both the Concessionaire and PDA-DPH.

Employment of any elected official of the State of New Hampshire by the Concessionaire is prohibited during the period this Agreement is in force.

**17. HOURS OF OPERATION**

Dates and hours of operation will be set as a matter of written Agreement between the Concessionaire and PDA-DPH. As service to the public is the underlying objective, the decision of PDA-DPH will be final.

**18. STATUTES, ORDINANCES AND REGULATIONS**

In connection with the performance of this Agreement, the Concessionaire agrees to comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, including those of PDA-DPH, which shall impose any obligation or duty on the Concessionaire and to procure all necessary licenses and permits required in connection with the operations described herein.

**19. FINAL AUTHORITY**

In order to **guarantee** the high quality of services and merchandise provided to the public any questions relating to policies, prices, quality, cleanliness, and services must be settled to the **satisfaction** of PDA-DPH. In making its decisions, PDA-DPH will be aided by **members** of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and necessary.

**20. PERFORMANCE & INDEMNIFICATION**

The Concessionaire agrees to **perform and faithfully observe and comply** with the conditions, regulations and provisions prescribed herein and further to **defend** (with counsel acceptable to the State of New Hampshire and PDA-DPH) and **indemnify** the State of New Hampshire and PDA-DPH against and from any and all claims, judgments, damages, penalties, fines assessments, costs and expenses, liabilities, and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts fees) resulting or arising during the term of this Agreement:

- A. From any condition of the Premises including any building structure or improvements thereon for which Concessionaire has taken possession of hereunder;
- B. From any breach or default of any obligation on the part of Concessionaire to be performed pursuant to the terms of this Agreement or from any act or omission of Concessionaire or any of its agents, contractors, servants, employees, licensees or invitees; or
- C. From any accident, injury, death, loss or damage whatsoever caused, to any person or property occurring during the term of this Agreement, on or about the Marine Facility areas (including but not limited to piers, docks, gangways, building, and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this Agreement.

**21. RELATION TO STATE**

In the performance of this Agreement, the Concessionaire is in all respects, an independent contractor and is neither an agent nor an employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of said Concessionaire or any of its officers, employees, agents or members resulting in either personal or property damage to any individual, firm or corporation. Neither the Concessionaire nor any of its officers, employees, agents or members shall have authority to bind the State of New Hampshire and PDA-DPH nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State of New Hampshire and PDA-DPH to its employees.

The Concessionaire agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to the Concessionaire's equipment or supplies or equipment rented or leased by the Concessionaire from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.



**22. INSURANCE**

On or before the effective date of this Agreement, Concessionaire and any agent, contractor, or vendor of Concessionaire shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit A.

**23. SOVEREIGN IMMUNITY**

No provisions of this Agreement shall be deemed to constitute or effect a waiver of this sovereign immunity of the State of New Hampshire and no provision of this Agreement shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire is reserved to the State of New Hampshire to the fullest extent allowed under law and the sovereign immunity of PDA-DPH is reserved to it to the fullest extent allowed under law subject, however, to contractual claims arising under this contract to the extent such are permitted by New Hampshire NH RSA Ch.491:8, as the same may be amended.

**24. MEETINGS**

Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and the Concessionaire for the purpose of discussing current operational problems, presentation of official requests for changes in schedules, process, portions, products or policies and other pertinent business which may arise.

The PDA-DPH will be represented at these meetings by the Director of the DPH or his/her authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate.

The Concessionaire shall be represented, at a minimum, by one (1) officer of the company or a corporation, a partner (if a partnership) or the owner.

**25. AMENDMENT**

This Agreement may be amended only by an instrument in writing and signed by both parties hereto.

**26. CONSTRUCTION OF CONTRACT AND TERMS**

This contract shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**27. CONDITIONAL OBLIGATION OF THE STATE**

Notwithstanding, anything to the contrary contained in this Agreement, it is understood and agreed to by the parties hereto that all obligations of the State of New Hampshire and/or PDA-DPH hereunder, including, without limitation, the continuance of payments or any other obligation hereunder are contingent upon the availability and continued appropriation of funds by the General Court of New Hampshire and made available for any payments or any other obligation hereunder, are contingent upon the availability and continued appropriation of funds by the General Court of New Hampshire and made available for any payments or any other obligation hereunder in excess of such available appropriated funds. In the event of a reduction or termination of said appropriated funds, the State of New Hampshire and/or PDA-DPH shall

**Granite State Whale Watch Inc., dba Rye Harborside  
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have the right to terminate this Agreement by giving the Concessionaire fifteen (15) days advance written notice of such termination and upon the expiration of said fifteen (15) days, this Agreement shall terminate.

**28. WAIVER OF BREACH**

No waiver by PDA-DPH of its right to enforce any provision hereof after default on the part of the Concessionaire shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Concessionaire.

**29. ENTIRE AGREEMENT**

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior Agreements and understandings relating thereto.

[remainder of page intentionally left blank, signature page follows]

**Granite State Whale Watch Inc., dba Rye Harborside  
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**PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Paul E. Brean, Executive Director, PDA

\_\_\_\_\_  
**Granite State Whale Watch Inc.,  
dba Rye Harborside**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Printed Name/Title

**EXHIBIT A**

**MINIMUM INSURANCE REQUIREMENTS  
CONCESSION OPERATORS  
OPERATING ON THE PROPERTY OF THE STATE OF NH,  
PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS (PDA-DPH)**

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

The following are the minimum requirements for insurance coverage:

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

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



PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority, Division of Ports and Harbors ("PDA-DPH") with an address of 55 International Drive, Portsmouth, NH 03801, under the authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Granite State Whale Watch dba Rye Harborside ("Harborside"), PO Box 768, Rye, NH 03871 to use designated property of the State of New Hampshire, at the Rye Harbor Marine Facility, 1870 Ocean Boulevard, Rye, NH (the "Marine Facility") solely pursuant to the terms of this ROE and for the following purposes, and for no other uses unless expressly authorized in writing.

This ROE is given subject to the following conditions:

- PREMISES:** An area of land located within the **Marine Facility**, as shown in the attached location map attached as **Exhibit A**, which is incorporated herein by reference, for the placement of a 20 x 14 foot +/- wooden frame, single-story building ("**Building**") owned by Harborside ("**Premises**").
- PURPOSE OF ROE:** To provide a location for the placement of the Building at the Marine Facility to be used for a food concession operation pursuant to a separate **Concession Agreement**, directly related to the ROE holder's business operations at the Marine Facility; no other use of the Premises is permitted.
- PERIOD OF USE:** Period 1-July 1, 2023-April 30, 2024  
Period 2-May 1, 2024-April 30, 2025
- PARKING FEE:** Period 1-\$5.00 per vehicle  
Period 2-\$5.00 per vehicle, subject to change per paragraph 4
- RENTAL FEE:** Period 1-\$1,000.00  
Period 2-\$1,250.00

1. PDA-DPH grants Harborside the right and privilege to place and maintain the Building on the Premises. Improvements or alterations to the interior or exterior of the Building are subject to the advance approval of PDA-DPH. Harborside shall ensure the Building is properly secured to the Premises and shall maintain the exterior and interior of the Building to ensure it is neat and attractive in appearance to the public, and agrees to periodically apply fresh coats of paint or stain, and take such other measures as may be required to meet this requirement, subject to the approval of PDA-DPH.
2. Harborside may not maintain, nor permit its customers to maintain, any tables and chairs on the Premises outside of the Building; a public area with tables and chairs may be made available at the Marine Facility by PDA-DPH at the discretion of PDA-DPH.
3. The term of this ROE shall be as set forth above as Period of Use. Requests for renewal shall be

**Granite State Whale Watch dba Rye Harborside**  
Right of Entry, Rye Harbor Marine Facility

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submitted to the DPH Director in writing no less than ninety (90) days prior to the expiration of Period 2.

4. **Harborside** customers shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot, subject to PDA-DPH established parking fees as may be amended over time by the PDA-DPH. **Harborside** shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
5. **Harborside** employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, **Harborside** shall be provided with employee seasonal parking passes in accordance with the provisions of Pda 604.03 or as agreed upon in any other lawful agreement made with PDA-DPH. **Harborside** agrees to require all of its employees and agents to park in the area designated by PDA-DPH as "Employee Parking," and further understands and agrees that any violation of this clause may result in the revocation of the employee's driving and parking privileges within the facility, as well as termination of this ROE.
6. **Harborside** agrees that its owners, employees, and agents, who are the owner or custodian of any animal, while at the Marine Facility, or within any building subject to any ROE where PDA-DPH is a party, shall at all times have said animal on a standard or retractable leash not greater than six (6) feet in length and shall promptly and properly dispose of any waste the animal excretes or garbage it causes to be scattered on the property.
7. **Harborside** is required to use the Marine Facility Pier in connection with its ROE operation, unless excused from such requirement in writing by PDA-DPH at its sole discretion, and as such shall obtain a separate Pier Use Permit which shall grant nonexclusive access to the Marine Facility pier, in accordance with N.H. Administrative Rules Part Pda 600.
8. **Harborside** shall obtain all necessary permits and licenses that are required to engage in its operations under this ROE and provide copies of them to PDA-DPH at the time of execution of this document. Required documents may include, but are not limited to, Pier Use Permit, Captains License(s), NH Fish and Game Fishing and/or Charter licenses, NH Department of Environmental Services permits, and NH Secretary of State Registration paperwork.
9. The scheduling of any/all departures and arrivals at the Premises and the Marine Facility in connection with any activity allowed under this ROE shall not interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH.
10. **Harborside** may utilize the area in front of the Building for loading and unloading only during the hours of 4:00 a.m. to 7:00 a.m. and 7:00 p.m. to 10:00 p.m. Any loading and unloading shall not unreasonably interfere with the scheduled use of common areas or adjoining areas by other entities which actively conduct business at the Marine Facility and have previously been issued a permit or ROE(s) by PDA-DPH. Loading and unloading outside of the above-referenced times shall only be permitted by the express authorization of the PDA-DPH. At no time shall **Harborside**, its employees, or agents, park in the designated fire lane or any other area designated as no parking by the PDA-DPH.
11. The Rental Fee for the Premises is due and shall be paid in full on or before July 1<sup>st</sup> each year of the term of this ROE. The rental fee shall be made payable to PDA-DPH and forwarded to PDA, 55 International Drive, Portsmouth, NH 03801. Written notification of any fee and rate increases will be provided to current ROE holders on or before February 1<sup>st</sup> of any given year during the term



**Granite State Whale Watch dba Rye Harborside**  
**Right of Entry, Rye Harbor Marine Facility**

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of the ROE and will become part of this ROE and effective on April 1<sup>st</sup> of that year.

12. **Harborside** shall obtain advance approval from the PDA-DPH for all signs and advertisements posted on the Premises. In all cases the decision of PDA-DPH on whether to approve the sign or advertisement shall be in its sole discretion and shall be final.
13. In order to guarantee the high quality of services and merchandise provided to the public from the Premises, any PDA-DPH questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of PDA-DPH. In making its decisions, PDA-DPH will be aided by members of its staff and such other officials of the State of New Hampshire as may be deemed appropriate and necessary.
14. All utilities to serve the Premises and the Building shall be at the sole responsibility and cost of **Harborside**.
15. **Harborside** shall be responsible for regular and routine cleaning of all areas of the Premises, the Building, and equipment where merchandise is stored, prepared or sold. **Harborside** shall be responsible for grounds pickup on the Premises and in common areas which are used by **Harborside's** customers. All areas of the Premises, including but not limited to areas behind the Building, shall be maintained in a neat and orderly manner. The outdoor storage of equipment on the Premises may only be permitted in an area not to exceed 10 feet from the rear of the Building on the Premises, subject to the separate written approval of the PDA-DPH. If such written approval is given, such storage shall be neat and orderly at all times. Cleaning within this ROE shall include the picking up of all waste material and the routine cleaning of equipment, walls, floors, windows, fixtures, draperies, blinds, and garbage containers. The term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including supplying materials and supplies that may be necessary to perform this service. **Harborside** shall be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by the NH Department of Health and Human Services, Bureau of Food Protection, PDA-DPH, or any other governmental agency having jurisdiction over such matters. **Harborside** shall be responsible for promptly and regularly picking up garbage and rubbish generated by its operations or customers and depositing same at a location at the Marine Facility designated by PDA-DPH.
16. **Harborside** agrees to defend and indemnify the State of New Hampshire and PDA-DPH against and from any and all claims, judgments, damages, penalties, fines assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts fees) resulting or arising during the term of this ROE:
  - A. From any condition of the Premises including the Building structure or improvements thereon for which **Harborside** has taken possession of hereunder;
  - B. From any breach or default of any obligation on the part of **Harborside** to be performed pursuant to the terms of this ROE or from any act or omission of **Harborside** or any of its agents, contractors, servants, employees, licensees or invitees; or
  - C. From any accident, injury, death, loss or damage whatsoever caused, to any person or property occurring during the term of this ROE, on or about the Marine Facility areas (including but not limited to piers, docks, gangways, building, and parking areas) arising out of or incidental to the use, management or control of the area(s) and activities which are the subject of this ROE.
17. On or before the effective date of this ROE, **Harborside** and any agent, contractor, or vendor of

**Granite State Whale Watch dba Rye Harborside**  
Right of Entry, Rye Harbor Marine Facility

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**Harborside** shall provide PDA-DPH with proof of required insurance coverage as outlined in Exhibit B. These are minimum insurance requirements designed to protect the interests of PDA-DPH and the State of NH. Replacement costs of **Harborside's building and contents** may not be protected under these terms. **Harborside** should consult with its insurance provider to ensure its individual insurance needs are met.

18. Notwithstanding the foregoing, no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of the State of New Hampshire and no provision of this ROE shall be deemed to constitute or effect a waiver of the sovereign immunity of PDA-DPH as a body politic and corporate of the State of New Hampshire. The sovereign immunity of the State of New Hampshire and PDA-DPH is reserved to the fullest extent allowed under law subject however to contractual claims arising under this ROE to the extent such are permitted by New Hampshire NH RSA Ch.492:8 as the same may be amended.
19. **Harborside** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **Harborside** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice. The provisions of paragraph 16 shall survive termination.
20. PDA-DPH may terminate this ROE by giving **Harborside** thirty (30) days advanced written notice of termination in the event of the failure of **Harborside's** to perform, keep or observe any of the provisions of this ROE and the failure of **Harborside** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **Harborside** shall remove the Building and all its possessions from the Premises prior to the expiration of the thirty (30) days' notice.
21. This ROE may be terminated immediately by PDA-DPH in the event **Harborside** fails to provide proof of insurance coverage, or engages in any activity which is deemed by PDA-DPH in its sole discretion to compromise public safety or health. In the event of such termination, **Harborside** shall remove the Building and all its possessions from the Premises immediately. The provisions of paragraph 16 shall survive termination.
22. In the performance of this ROE, **Harborside** is in all respects an independent contractor and is neither an agent nor employee of the State of New Hampshire or PDA-DPH and that the State of New Hampshire and PDA-DPH shall, at no time, be legally responsible for any negligence or willful acts on the part of **Harborside** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **Harborside** nor any of its officers, employees, agents, or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor are they entitled to any of the benefits, Worker's Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **Harborside** agrees to hold the State of New Hampshire and PDA-DPH harmless against liability for loss or damage to its equipment or supplies or equipment rented or leased by the **Harborside** from others from any cause whatsoever, while they are located on state property either during the operating period or while in storage.



23. In connection with the performance of this contract, **Harborside** agrees to comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, including those of PDA-DPH which shall impose any obligation or duty on **Harborside** and to procure and maintain all necessary licenses and permits required in connection with the operations described herein. Required documents may include, but are not limited to, Pier Use Permit, Federal and/or State Aquaculture Permit, Wholesale Marine Species License, Wetlands Board, Marine Safety, Captains License(s), applicable NH Fish and Game Fishing and/or Charter licenses, and NH Secretary of State Registration paperwork.
24. **Harborside** shall be familiar with and follow Administrative Rules Pda CHAPTER 600. The Rules are available from PDA-DPH upon request or can be viewed on the Division's web site, [www.portofnh.org](http://www.portofnh.org).
25. In accordance with Administrative Rule Pda 603.11 (a), **Harborside** acknowledges that camping or sleeping on state-owned commercial piers and associated facilities is prohibited.
26. In accordance with Administrative Rule Pda 603.11 (b), **Harborside** acknowledges the service and consumption of alcohol is prohibited unless permission has been granted with the terms of a written contractual agreement with PDA-DPH.
27. The sale of ready to eat, restaurant style food items is not permitted under this ROE; a separate Concession Agreement is required for the sale of such items from or on the Premises. Ready to eat, restaurant style food items shall include, but not be limited to, sandwiches, wraps, burgers, hotdogs, soups & chowders, salads, prepared seafood, and such other edible/consumable items sold in conjunction therewith. The determination of what constitutes such food items is in the sole discretion of the PDA-DPH, which determination shall be final.
28. **Harborside** is responsible for providing all necessary and required safety equipment and training to its employees and customers as may be required and appropriate to the uses allowed under this ROE.
29. Meetings shall be held when deemed necessary by PDA-DPH at a place and time to be agreed upon mutually by PDA-DPH and **Harborside** for the purpose of discussing current operational issues, presentation of official requests for changes in schedules, process, portions, products or policies, and other pertinent business which may arise. The PDA-DPH will be represented at these meetings by the Director of the DPH or his authorized representative(s) and such subordinate supervisory personnel fully acquainted with field operations as he/she shall designate. **Harborside** shall be represented, at a minimum, by one (1) officer/member of the company.
30. In the event the Premises, the Building, or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of **Harborside's** operation shall be suspended or abated until and if said Premises, Building, or any party thereof shall have been placed in proper condition for use by **Harborside**. PDA-DPH may terminate this contract in the event **Harborside** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **Harborside** shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.

**Granite State Whale Watch dba Rye Harborside**  
Right of Entry, Rye Harbor Marine Facility

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31. The Building and any equipment thereof which are the property of **Harborside** shall remain the property of **Harborside** and, upon termination of this ROE by lapse of time or otherwise, **Harborside** shall promptly remove same from the Premises. Upon the termination of this ROE, **Harborside** may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by **Harborside**.
32. This ROE may not be assigned or transferred without the express written approval of the PDA-DPH. Consistent therewith, sale of the Building to another party does not guarantee that party will receive a Right of Entry for the Premises.
33. **Harborside** shall allow PDA-DPH, or such person as may be designated by PDA-DPH, access to the Premises and Building at all reasonable hours for the purpose of examining and inspecting said Premises and Building, or for any other purpose as may be required by this ROE. Except in the event of an emergency, PDA-DPH agrees that such access will not unduly affect the operations of **Harborside's** business.
34. **Harborside** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **Harborside** will be allowed to purchase fuel from an approved vendor (diesel only) or from the fuel service available at the Premises (diesel or gasoline). To purchase diesel fuel from an approved vendor, the vessel owner must have a fuel variance approved by the Office of the NH State Fire Marshall in accordance with Information Bulletin #2015-07, as may be amended from time to time.
35. To the extent applicable, **Harborside** agrees to hold the State of New Hampshire and PDA-DPH harmless with respect to taxes levied against the Premises subject to this ROE as a consequence of the application of RSA 72:23 I. **Harborside** agrees to pay, in addition to other payments, all properly assessed real and personal property taxes against the Premises subject to this ROE in accordance with the provisions of RSA 72:23 I. In the event **Harborside** shares a larger parcel of land with lessees or other ROE holders, it shall be obligated to pay only its pro rata share of any such taxes. Failure of **Harborside** to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **Harborside** shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **Harborside's** failure to pay said taxes.
36. This RoE has been entered into in the State of New Hampshire and shall be interpreted under New Hampshire law.
37. This RoE may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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**PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS**

Date: \_\_\_\_\_

Witness

Paul E. Brean, Executive Director, PDA

**Granite State Whale Watch dba Rye Harborside**

Date: \_\_\_\_\_

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title

**EXHIBIT A**



**EXHIBIT A - RYE HARBOR RIGHT OF ENTRY**

DESIGNED BY: MCR    DATE: 05/05/2023    SCALE: N.T.S.



55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



**EXHIBIT B**

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

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

The following are the minimum requirements for insurance coverage:

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

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