

Place: 55 International Drive –Board Conference Room

Watch Meeting Via Live Stream: https://townhallstreams.com/towns/pease_dev_nh

BOARD OF DIRECTORS' MEETING

AGENDA

I. Call to Order:

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of May 18, 2023 * (Fournier)

III. Public Comment:

IV. Consent Agenda Items:

A. Consent Agenda Approvals (Conard):

1. Legal Services * **(Parker)**
2. Jalbert Leasing, Inc. d/b/a C&J Bus Lines– Right of Entry – 42 Durham Street; 47 Durham Street and Hampton Street for Valet Parking * **(Levesque)**
3. Skyhaven Airport – T-Hangar Rent Adjustment * **(Fournier)**
4. Pease Development Authority – Website Re-Design * **(Lamson)**
5. Pease Aviation Partners (dba Million Air) – 53 Exeter Street – Time Extensions for Land Use Applications to December 31, 2023 * **(Ferrini)**

B. Consent Agenda Approvals with Waivers (Parker):

1. Portsmouth International Airport at Pease - Digital Communications Radios * **(Levesque)**
2. Portsmouth International Airport at Pease – Upgrade Existing Parking Equipment at C Lot * **(Ferrini)**
3. Portsmouth International Airport at Pease – Jet Bridge Rehab * **(Conard)**
4. Pease Development Authority – Diesel Vibratory Compactor * **(Fournier)**
5. Pease Development Authority – Microsoft 365 Migration * **(Lamson)**
6. Portsmouth International Airport at Pease – Honeywell International, Inc. – 5 year Service Agreement * **(Ferrini)**
7. Portsmouth International Airport at Pease - Honeywell International, Inc. - Access System Control Upgrade * **(Lamson)**

V. Committees:

A. Report:

1. Finance Committee *

VI. Old Business:

A. Approvals:

1. Aviation Avenue Group, LLC – 100 New Hampshire Avenue - Revised Concept Approval * **(Levesque)**

2. Lonza Biologics, Inc. – 101 International Drive –Café Expansion – Soil * (**Lamson**)

VII. Finance:

A. Executive Summary *

B. Reports:

1. FY2023 Financial Report for the Ten Month Period Ending April 30, 2023 *
2. Cash Flow Projections for the Nine Month Period Ending February 28, 2024 *

C. Approval:

1. Proposed FY 2024 Operating and Maintenance Budget and FY 2025 - FY2027 Forecast * (**Ferrini**)

VIII. Leases:

A. Report *:

1. Sublease between Farley White and Granite Acquisitions Inc. (WinWaste) – 90 Arboretum Drive
2. Sublease between Farley White and Cambridge Trust Company – 100 Arboretum Drive
3. Sublease between NH Avenue Retail Center, LLC and Community Health Access Network – 14 Manchester Square
4. Sublease between 200 International Limited Partnership and Liquid LP, LLC – 200 International Drive

IX. Contracts:

A. Report *:

1. Pease Golf Course –Pete’s Toilet Rental
2. 16 Pease Boulevard - Chris-Co Construction Services, Inc. - Replacement of Septic Pump and Floats
3. Pease Golf Course –Two T’s Services, Inc. - Blueair 900A and Blueair 500A Ice Makers
4. Portsmouth International Airport at Pease - Honeywell International, Inc. – Airport Access Cards

X. 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) May 2023 *

B. Approval:

1. Land Use Controls – Overlay District * (**Fournier**)
2. Fuel Flowage Fee Increase * (**Lamson**)

XI. Division of Ports and Harbors:

A. Reports:

1. 2015 – 2023 Mooring Permit Application Analysis *
2. 2014 - 2023 Mooring Waitlist Analysis *
3. 2023 Requests for Mooring Reconsideration *
4. December 2022 – January 2023 Commercial Marine Licensing *
5. Morton Salt – Exercise Second of Three One Year Options to License and Operating Agreement *
6. Charter boat Right of Entries, Hampton & Rye Harbor Marine Facilities *
7. Rye Harbor – December Storm Surge Repairs *
8. Portsmouth Fish Pier – Bait Cooler *

B. Approvals:

1. Final proposal Pda 600 rules * (**Levesque**)
2. Rye Harbor Marine Facility – Hexagonal Gatehouse * (**Conard**)
3. Rights of Entry with Concession Agreement, Rye Harbor Marine Facility, Rye Harbor Lobster Pound * (**Ferrini**)

XII. New Business:

A. Approvals:

1. ATDG, LLC - Ambulatory Surgical Center and Outpatient Building - 360 Corporate Drive – Letter of Intent and Concept Approval * (**Parker**)
2. Shaines & McEachern - 282 Corporate Drive – Concept Approval * (**Lamson**)

XIII. Special Event:

A. Report:

1. Veterans’ Count - Pack & Boots 5K Road Race to be held on July 4, 2023 *

XIV. Upcoming Meetings:


| | |
|-------------------------------------|-----------------------------|
| Noise Committee | June 15, 2023 @ 6:30 p.m. |
| Transportation Management Committee | June 22, 2023 @ 8:30 a.m. |
| Port Committee | July 6, 2023 @ 8:00 a.m. |
| Board of Directors | August 17, 2023 @ 8:30 a.m. |

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

XV. Directors’ Comments:

XVI. Adjournment:

XVII. Press Questions:

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

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MOTION

Director Fournier:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on May 18, 2023.

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

Thursday, May 18, 2023

Presiding: Stephen M. Duprey, Chairman
 Present: Neil Levesque, Vice Chair; Thomas G. Ferrini, Treasurer; Steve Fournier; Margaret F. Lamson; and Karen Conard
 Absent: Susan B. Parker
 Attending: Paul E. Brean, Pease Development Authority ("PDA") Executive Director; Anthony I. Blenkinsop, Deputy Director / General Counsel; Michael R. Mates, Director of Engineering; Suzy Anzalone, Finance Director; Geno Marconi, Director of the Division of Ports and Harbors ("DPH"); Scott DeVito, Pease Golf Course ("PGC") General Manager; Jared Sheehan, Environmental Compliance 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:

Chairman Duprey ("Duprey") stated Director Parker was not in attendance, but all other Board members were present; the meeting commenced at 8:32 a.m.

II. Acceptance of Meeting Minutes: Board of Directors' Meeting of April 20, 2023

Director Conard moved the motion and Director Lamson seconded to approve the minutes of the Pease Development Authority Board of Directors' meeting dated Thursday April 20, 2023.

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

III. Public Comment:

David Delorey ("Delorey") – commented on Rye Harbor Lobster Pound ("RHLP") at the request of Nate Hanscom. He spoke to what was not on the agenda, RHLP's renewal for next year. The reason it is not on agenda is there are two new items contained in the renewal. Delorey first spoke to the parking issue and stated he felt parking had not been resolved and the second would be the increase to the concession fee to be paid. RHLP has not signed its renewal set to expire June 30th. Delorey asked management sit down with RHLP again and requested the matter be brought before the Board at its June 15th meeting with a fair and just proposal which would also address the parking problem.

Duprey stated it wasn't customary for the Board to respond during public comment. However, last year when a waiver was provided to RHLP and since then, a lot of time has been spent on Rye Harbor. Duprey has come to learn that up until COVID all of the shack merchants had a direct tie to some use at the Harbor. While there had been some relaxation at Rye Harbor to help during COVID, waivers were granted for a couple years to RHLP. Since that time staff has reviewed the future of the harbor in order to support those businesses (i.e.; fishing, charter, and sightseeing/whale watch) as well as that of the recreational users and tourists. Improvements have been made to the facility and staff does its best regarding parking. Duprey spoke to the need for concession fees, which are paid by those entities who operate concessions at PDA and state facilities. Concession fees help offset costs of roads, bathrooms, trash disposal and improvements made at the facilities so that everyone is treated equal.

Jacob Marvelley (Attorney at Hoefle, Phoenix, Gormely & Roberts – Counsel to PCA) (“Marvelley”) provided an update on PCA’s appeal of Million Air’s wetlands permit. Marvelley spoke to various issues of the opposition being wetlands, water resources and daily operations of a FBO. Million Air moved to dismiss the appeal of PCA which was granted by the Wetlands Council hearing officer on the basis of standing. Marvelley feels as though this decision violates a tenants’ due process rights; therefore, PCA has appealed the Wetlands Council decision to the NH Supreme Court as of Friday (5/12/2023). If the appeal succeeds, the Wetlands Council would be required to have a hearing on the merits and PCA would present a case to deny the permit. Marvelley indicated he would keep the Board informed as the appeal process continues.

IV. Consent Agenda Items:

A. Consent Agenda Approvals:

Director Fournier **moved** the **motion** and Director Lamson **seconded** that the Pease Development Authority Board of Directors hereby moves that item numbers **1 through 5 and 7 through 9** 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.

Discussion: Director Ferrini (“Ferrini”) indicated the need to abstain from voting on item 6.

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

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**
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**

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

6. **Martineau Electric – On-Call Electrical Maintenance Services**

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

Discussion: Ferrini abstained from the vote. Disposition: Resolved by **unanimous** vote for; motion **carried**.

V. Committees:

VI. Old Business:

VII. Finance:

A. Executive Summary:

Suzy Anzalone (“Anzalone”) Director of Finance spoke to the first nine months of the year with overall revenue being 7% favorable to budget and consolidated operating expenses being 3% under budget. Anzalone spoke to operating / non-operating income and expenses. She informed the Board that while electricity is trending higher than budget it is anticipated to start to come down; the supplier charge is half what it was a couple months ago. Anzalone indicated that PDA is working with the state’s consultant in an effort to get back into a contract regarding electricity rates. She also indicated where the rates have come down, she hopes May electricity is closer to budget.

Capital expenditures year-to-date are \$5.4 million, with \$4.5 million being grant funded capital improvement projects between PDA and Division of Ports and Harbors (“DPH”).

It is anticipated that \$19 million will be coming in over the next nine months with \$22.7 million in cash outflows, of this half of that amount represents capital expenditures. This will reduce the cash flow over the next nine months but does not anticipate drawing on the Revolving Line of Credit (“RLOC”).

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**

Anzalone stated the Engagement Letter with Berry Dunn has been provided for review. Robert Smalley (“Smalley”) and Katie Balukas (“Balukas”) of Berry Dunn were in attendance to speak to the Board regarding a pre-audit presentation.

Smalley expressed Berry Dunn’s (“BD”) appreciation of being reengaged for auditing services. He indicated the presentation provided usually goes before the Audit Committee, but he and Balukas will briefly walk through the information. Smalley spoke to the responsibilities of management regarding a fair presentation of financial statements and the design, implementation and operation of internal controls; BD is not part of the internal control process. Rather, its **responsibilities** are to opine on whether the financial statements are reasonably stated or not; the work performed by BD is not meant to relieve PDA from its **responsibilities**. Smalley indicated a risk assessment is done at the beginning and BD performs a robust evaluation on impairment (twice a year). Audit is performed on federal funds received called the Uniform Guidance Audit and the requirements associated with the funds are tested.

Balukas spoke to BD's knowledge and understanding of Pease and the areas it has determined to be most significant; spoke to where most of its time will be spent. She also indicated that each year time is spent performing a surprise procedure on something that has come up during discussions with management, Board, Audit Committee or industry trends. Balukas stated last year BD performed a review of the COVID funds received to affirm funds were properly accounted for. Annual audit procedures will commence the week of June 12th, inventory performed on the 30th, and year end field work is scheduled for August 28th and September 4th which is when the end of year reconciliation will be performed to review the financial statements. BD plans on issuing draft reports to management no later than October 1st and provide information to Audit Committee in October also. The required communications letter contains information should anything have come up in the audit, new accounting policies adopted, audit adjustments etc. At the end of the audit, management will provide BD with certain **representations** so audit can be issued and management will take responsibility for the numbers. Every year the governmental accounting standards comes up with new pronouncements and spoke to a couple which could impact the financial statements and if they do there will be disclosures regarding the same.

Duprey asked of subscription based / information technology based arrangements; Smalley stated it used to be software which is now rented through a separate entity utilizing another server. There had been disparity on its accounting, now if receiving a benefit it is placed on the books. Balukas stated it is similar to the lease standard so a new asset and liability would be indicated. There will be an inventory of software utilized by contracts to see if anything significant enough, for it to be reported under the standard. Duprey asked if there were a threshold; Balukas indicated it is a percentage of assets or revenue. Further, if the amount is over, it could hinder ability to make a sound business decision.

Anzalone stated PDA has been obtaining more on information on technology based arrangements and she is reviewing subscriptions with IT Director Greg Siegenthaler. Further she stated PDA is looking at new software next year which may be subscription based.

Balukas spoke to Pease being a governmental entity in the NH Retirement System, as an alternative have a 457B plan; BD will work with Anzalone to determine if there are any specific requirements which need to be met. Lastly, Balukas indicated should any of the Board members have any questions or concerns they can contact BD directly or Anzalone.

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

A. Report:

1. NH Air National Guard – Major Accident Response Exercise

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: 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.

Brean stated this is a major disaster response drill; Chasen Congreves (“Congreves”), Director of Operations added this is an annual drill and NHANG will perform another drill just prior to the Air Show.

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**

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.

X. Contracts:

A. Approval:

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

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

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.

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

XI. Signs:

A. Report:

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

XII. Executive Director:

A. Reports:

1. Golf Course Operations

Scott DeVito, PGC General Manager, spoke to golf rounds being up 1,500 year-to-date; if the weather holds out, PGC is on pace to beat total rounds for last year.

Grill 28 saw its biggest week in May with Mother’s Day; have many inquiries for functions this year.

Working with Jared Sheehan (“Sheehan”) PDA Environmental Compliance Manager, and the City of Portsmouth regarding a tie in for the water filling station.

Duprey asked for confirmation that Grill 28 has the same type of concession agreement as those at PDA, Rye and Hampton; Brean affirmed but indicated that concession fee is 17%. Duprey stated that Grill 28’s concession fee is higher and have the same review and requirements; Brean affirmed similar language.

2. Airport Operations

a) Portsmouth International Airport at Pease (PSM)

Brean indicated April was a strong month with passenger enplanements due to Spring Break. Brean indicated the passengers that passed through the terminal was very similar to last April even though this year there were 15 less flights from Allegiant. This means Allegiant's capacity load has increased. Brean stated last month Congreves attended the Allegiant conference and learned the Portsmouth / Punta Gorda itinerary is in the top tier of strongest routes. Congreves indicated PSM is the second best airport out of 125 airports in the US.

Lamson asked of the Savannah route; Brean stated the Savannah route did not return. He further indicated the route wasn't resonating as a summer route; while there was some reverse traffic it just wasn't a strong route.

Brean spoke to the volume of fuel sold in April with 70% being DOD and civil air fleet and the price for JetA currently \$5.65/gal. Brean informed the Board of and displayed an article regarding an upcoming NATO exercise that will take place in Germany. This will be the largest NATO exercise; there will be 220 aircraft; 10,000 military participants; 24 nations and 46 US ANG units. Brean anticipates about 5 to 7 squadrons bedding down in Portsmouth both going to and from the exercise. Personnel from the Defense Logistics Agency will be arriving; PDA staff will work closely with PCA to make sure Pease has the ability to handle the exercise. Brean stated notification will be provided to the communities to let them know the exercise is occurring and the NH ANG will be supporting the bridge over the Atlantic frequently for the operation. Brean stated while PSM has seen NATO missions before, this one is very sizable.

b) Skyhaven Airport (DAW)

c) Noise Line Report

(i) April 2023

Brean spoke to twenty (20) inquiries during the month of April which was an uptick. However, primarily the inquiries were for roto-craft activity (2 National Guard recruiting events at Dover and Rochester high schools), or were related to military activity and some med-flights.

Lamson asked of the military activity / Black Hawks. Brean indicated the Community Liaison Sandra McDonough investigated the roto-craft activity and several days there were recruiting events where the Army National Guard flew helicopter in to local high schools as a recruitment tool.

Duprey indicated most of the inquiries were military related or life flights and while it looks like a lot of complaints it is the sound of freedom.

Brean stated there are also altitude inquires and when investigated, air traffic control indicated all are flying at appropriate altitudes; due to the size of some of the larger aircrafts, they appear lower.

XIII. Division of Ports and Harbors:

A. Reports:

- 1. Marine Contractors and Consultants, LTD – Right of Entry – 555 Market Street Terminal**

Geno Marconi (“Marconi”), DPH Director stated the ROE was a result of a vessel’s need to onboard equipment / cable and completion of erecting the conveyor which puts the cable out; short projects.

- 2. Commercial Mooring for Hire – Mud Cove Boat Yard**

Marconi stated a substitute memo provided to correct entity to Mud Cove Boat Yard not Kittery Point Yacht Club; Mud Cove is located in the Piscataqua Yacht Club near shore.

- 3. Port Advisory Committee Meeting Minutes of February 8, 2023**

Marconi indicated the Board had in its packet the minutes of the Port Advisory Council meeting of April 13, 2022. The minutes have been provided so the Board is aware of the Council’s activity and welcomed any comments or questions from the Board.

- 4. Piscataqua Maritime Commission - Right of Entry and Waiver of Fees - Hosting “Ernestina-Morrissey” and “NAO Trinidad” at Portsmouth Fish Pier**

Marconi spoke to Piscataqua Maritime’s request for Right of Entry at Portsmouth Fish Pier; the request consists of waiver of wharfage and dockage fee, which was approved through the Delegation of Authority.

- 5. Right of Entry – Hampton Harbor Marine Facility – Hold Fast Charters, LLC**

Marconi stated there was a small boat company who sold its shack to Hold Fast Charters who will do boat charters.

Marconi spoke to pilots of the river and displayed a video recorded a year ago which showed the maneuvers the pilots perform on a daily basis; some vessels, due to size, have to go up river to turning basin so they can turn around.

B. Approval:

- 1. Rights of Entry, Hampton Harbor Marine Facility**

Director Lamson moved the motion and Director Fournier seconded that 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.

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

2. Rights of Entry, Rye Harbor Marine Facility

Director Levesque moved the motion and Director Ferrini seconded that 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.

Discussion: Levesque stated DPH employees will make sure parking is available for commercial users and customers.

Disposition: Resolved by unanimous vote for; motion carried.

3. Right of Entry with Concession Agreement, Rye Harbor Marine Facility, Granite State Whale Watch Inc., dba Rye Harborside

Director Ferrini moved the motion and Director Levesque seconded that 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.

Discussion: Lamson indicated the whale watch is very popular for visitors and residents.

Disposition: Resolved by unanimous vote for; motion carried.

XIV. New Business:

Duprey stated at the last meeting strategic planning was discussed and there has been discussion regarding FBOs and whether Pease should consider, like Bangor, creating its own FBO. Brean stated Andrew Pomeroy, PDA Director of Aviation Planning & Regulatory Compliance, is working with PDA's consultant Stantec, to review fuel with additional scope (capacity, operational activity and various economic models) so a comprehensive review is performed.

Lamson spoke to the need to inform the community that the Tradeport is on an aquifer as are portions of Newington. She stated residents have concerns with building / construction and water / different water ways that have been damaged. Lamson assured the community that information is thoroughly reviewed and not just rubber stamped for approval. PDA staff evaluates projects and makes recommendations to the Board. The communities need to understand that staff provides information and the Board reviews.

Duprey spoke to an op ed recently in the Union Leader from a concerned citizen and believes the Board's role is fundamentally misunderstood. There is preliminary work that goes on in which some members of the Board sit on [committees]; once all of the preliminary work has been completed the

information is brought to the Board as a whole. The Board reviews information obtained from various Committee meetings held and each Director can agree or disagree; start with a blank slate.

Ferrini endorsed Duprey’s statement and stated the Board is providing its best service when it repeatedly explains the procedural activities; what they mean and how they work. Misinformation and / or lack of understanding on procedures creates an inability for all to make good decisions.

Fournier stated as a Chair of a subcommittee it is important to realize the Committee is only reviewing a specific aspect, not the whole project. This was explained several times at the recent subcommittee meeting and stated it was not the time to argue the entire project.

Lamson indicated she attended the Capital Improvement & Land Planning Committee and the meeting was handled well by the Committee. Lamson stated Fournier indicated the purpose of the meeting and requested those in attendance to stick to the point.

Duprey stated when a project comes before the Board, everyone who wants to have input will be able to provide it and everything will be taken in.

Brean thanked Lamson for her comments because staff has been in this process for two and a half years and when the design, research, permits and data are available it will be brought back to the Board sitting as a Planning Board. Staff works hard, but when the correct narrative is not in the community it is challenging.

Levesque reiterated what has been discussed by the Chairman and in the strategic planning PDA needs to look at whether or not we will have an FBO.

Duprey agreed.

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:

Brean spoke to staff dealing with challenging issues, being up against specifically regarding Rye Harbor parking and referenced to the various entities (commercial fishermen / crews; charter fishermen / passengers; recreational boaters / trailers; whale watch parking / buses; Star Island and Isles of Shoals / staff and guests; contractors / vendors; public safety / NH Fish & Game / State Police / Rye Police & Fire Departments / NOAA; UNH) that park at the harbor which makes parking a challenge. Taking all of these entities into consideration makes it disheartening when individuals represent that parking at Rye is

disorderly as staff does its best coordinating parking at the facility.

Duprey spoke to the popularity of Rye Harbor, the various users of the Harbor and management of parking is a challenging issue on which staff does the best it can.

Brean informed the Board that there will be an Air Show at Pease in September hosted by the NH ANG along with an open house. The Air Show is scheduled for September 8th as its practice day, with 9th and 10th as the main Air Show dates; PDA will have a chalet. Congreves spoke to the various aircrafts which that will be involved in the Air Show and indicated there will also be interesting aircraft on the ground that are not typically seen.

XVIII. Adjournment:

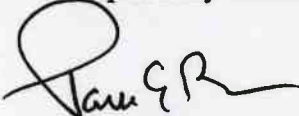
Director Lamson moved the motion and Director Levesque seconded to adjourn the Board meeting. Meeting adjourned at 9:35 a.m.

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 Conard:

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 * (Parker)
2. Jalbert Leasing, Inc. d/b/a C&J Bus Lines- Right of Entry - 42 Durham Street; 47 Durham Street and Hampton Street for Valet Parking * (Levesque)
3. Skyhaven Airport - T-Hangar Rent Adjustment * (Fournier)
4. Pease Development Authority - Website Re-Design * (Lamson)
5. Pease Aviation Partners (dba Million Air) - 53 Exeter Street - Time Extensions for Land Use Applications to December 31, 2023 * (Ferrini)

MOTION

Director Parker:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$15,416.00 for payment of legal services provided by Sheehan Phinney Bass & Green; all in accordance with the memorandum from Anthony I. Blenkinsop, Deputy Director / General Counsel, dated June 2, 2023, attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: ^{AZB} Anthony I. Blenkinsop, Deputy Director / General Counsel
Date: June 2, 2023
Re: Legal Services

Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority ("PDA") in the month of April 2023 in a total amount of **\$15,416.00**, as follows:

| | |
|--|--------------------|
| April 1, 2023 – April 30, 2023 | |
| (for Tradeport General Representation) | \$ 2,465.00 |
| (for Permit Implementation) | \$ 2,088.00 |
| (for Ports and Harbors) | \$ 6,467.00 |
| (for Town of Greenland v. Town of Newington) | <u>\$ 4,396.00</u> |
| | \$15,416.00 |

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 in a total amount of **\$15,416.00**

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

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

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$2,465.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$2,465.00 |
| | ----- |
| BALANCE DUE: | \$2,465.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

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

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$2,088.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$2,088.00 |
| | ----- |
| BALANCE DUE: | \$2,088.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Market Street Terminal Reconstruction

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

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$6,467.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$6,467.00 |
| | ----- |
| BALANCE DUE: | \$6,467.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Town of Greenland v. Town of Newington

CLIENT/CASE NO. 14713-15497

BILLING ATTORNEY: Lynn J. Preston

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$4,176.00

TOTAL EXPENSES: \$220.00

TOTAL THIS BILL: \$4,396.00

BALANCE DUE: \$4,396.00

PAYMENT DUE 30 DAYS FROM INVOICE DATE

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

AMOUNT PAID... \$ _____

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

MOTION

Director Levesque:

The Pease Development Authority Board of Directors approves of issuing a Right of Entry ("ROE") to Jalbert Leasing, Inc. d/b/a C&J Bus Lines at 42 Durham Street, 47 Durham Street and Hampton Street for the purpose of parking C&J customer vehicles on a valet basis, through October 31, 2023; substantially in accordance with the Right of Entry dated May 22, 2023, attached hereto.



55 International Drive, Portsmouth, NH 03801

May 22, 2023

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

Re: Rights of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

Dear Mr. Jalbert:

This letter will authorize the Jalbert Leasing, Inc. d/b/a C&J Bus Lines, ("C&J"), with an address of 185 Grafton Drive, Portsmouth, NH, to enter upon and utilize vehicle parking spaces at the following locations: 42 Durham Street; 47 Durham Street; and Hampton Street, Portsmouth, New Hampshire, as shown on the attached **Exhibit A** (the "Premises") commencing May 2, 2023 through October 31, 2023 (the "Term") for the purposes of parking C&J customer vehicles on a valet basis only. The privileges granted under this Right of Entry will expire on October 31, 2023.

This authorization is conditioned upon the following:

1. C&J agrees that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, patrons, or invitees upon the Premises and/or the exercise of any of the authorities granted herein. C&J expressly waives all claims against the Pease Development Authority and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring as a consequence of C&J's and its employees, agents, patrons, or invitees use of the Premises or the conduct of activities or the performance of responsibilities under this authorization, C&J further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority and the State of New Hampshire, 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 or related to C&J's, and its employees, agents, patrons, or invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

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

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

Page Two
May 22, 2023

Re: Rights of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

2. C&J acknowledges and agrees that this Right of Entry: (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; and (c) permits the PDA to relocate the parking spaces provided to another PDA property at the Pease International Tradeport at any time subject to a 7-day advanced notice requirement. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

3. C&J, and/or any agent of C&J, shall provide to the PDA satisfactory evidence of comprehensive general liability insurance to a limit of not less than Four Million Dollars (\$4,000,000.00) per occurrence, naming the Pease Development Authority as an additional insured; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) and evidence of workers compensation coverage to statutory limits.

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

4. C&J agrees that all vehicles parked at the Premises will be driven to and from the Premises by a valet service provided by C&J at its sole expense and that its patrons will not be allowed to self-park vehicles on the Premises. ***C&J shall ensure that vehicles are not left on the Premises in excess of the term limits of this Right of Entry and to assume full responsibility for the removal of vehicle(s) left on the Premises, time being of the essence.***

5. C&J agrees that vehicles may only be parked in the areas depicted in **Exhibit A**. PDA has the right, in its sole discretion, to terminate all of or any portion of the Premises used for vehicle parking as a priority for PDA operations, and to relocate C&J to an equivalent number of spaces on other PDA property. Any vehicles left on the Premises following such termination and relocation may be removed by the PDA at the owner's expense.

Page Three
May 22, 2023

Re: Rights of Entry
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

6. C&J shall provide snow removal and salting, as necessary, for the Premises during the periods of use provided for under the terms of this Right of Entry. C&J or any contractor of C&J shall also obtain certification by the New Hampshire Department of Environmental Services as a Commercial Salt Applicator. Certification includes the successful completion of the Green SnoPro training program. All personnel employed in snow removal operations shall be familiar with salt reduction measures.

7. C&J shall coordinate the initial snow removal with the PDA Maintenance Department. All snow removal, sanding, and salting shall be at C&J's own cost and expense.

8. 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 C&J's patrons, officers, agents, servants or employees, or others who may be on the Premises at its invitation.

9. C&J agrees that C&J's maintenance and management of the Premises shall be done at its own costs and expense.

10. Prior to termination of the Right of Entry, C&J shall restore the Premises to the same or better conditions than the Premises were in before its use pursuant to this Right of Entry.

11. C&J agrees herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises, or an offer to lease the Premises.

12. C&J agrees to pay PDA a \$0.35/square foot/year fee for the Premises prorated for the period of use under this Right of Entry (the "Fee"):

| | | |
|-------------------------|------------------|-----------------------|
| 42 Durham Street | 40,510 sf | \$1,181.54/mo. |
| 47 Durham Street | 40,946 sf | \$1,194.25/mo. |
| Hampton Street | 38,768 sf | \$1,130.73/mo. |

The Fee shall be payable in advance in monthly installments and pro-rated for any partial periods. Payment shall be delivered to the PDA, 55 International Drive, Portsmouth, NH, 03801.

C&J agrees to vacate the premises after receiving a 30 day notice from the PDA.

Page Four

May 22, 2023

Re: **Right of Entry**

42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

13. **Municipal Services Fee.** In addition to the Fee required to be paid under the terms of this ROE, C&J shall also pay to PDA, as additional rent, a municipal services fee in accordance with the Municipal Services Agreement by and between the City of Portsmouth, the Town of Newington and the PDA effective July 1, 1998. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Airport. The Municipal Services Fee shall be paid in total with the first month's Fee payment.

Municipal Services Fee

\$2,103.91

14. C&J agrees that it may not pave any portion of the parking lots which it has been granted the use of pursuant to this ROE, without the express written permission of the PDA.

15. C&J shall provide PDA with contact information of a local representative from the C&J, who shall be available to respond to communications concerning this ROE.

Please indicate by your signature below C&J's consent to the terms and conditions of this Right of Entry, include local contact information, and return the same to me with evidence of insurance, payment of fee, and contact information as required.

Very truly yours,

Paul E. Brean
Executive Director

Agreed and accepted this 24 day of May, 2023

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

By: 

Print Name/Title Jamie Leswak, VP

Duly Authorized

Page Four
May 22, 2023

Re: **Right of Entry**
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH

EXHIBIT A
PREMISES



C&J Trailways Satellite Parking at 42 Durham Street

DESIGNED BY: MRM DATE: 10/25/22 SCALE: 1"=120'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Page Five
May 22, 2023

Re: **Right of Entry**
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH



Satellite Parking for C&J

DESIGNED BY: MRM

DATE: 10/10/18

SCALE: 1"=60'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

Page Four
May 22, 2023

Re: **Right of Entry**
42 Durham Street, 47 Durham Street & Hampton Street Portsmouth, NH



Exhibit Depicting ROE for C&J Satellite Parking

DESIGNED BY: MRM DATE: 10/25/22 SCALE: 1"=120'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MOTION

Director Fournier:

The Board of Directors hereby authorizes the Executive Director to increase the Skyhaven Airport T-hangar rental rates, in the amount of five percent (5%) commencing August 1, 2023, with a second five percent (5%) rate increase at the start of FY 2025; all as recommended by the Skyhaven Airport Advisory Council and in accordance with the memorandum of Andrew Pomeroy, Director of Aviation Planning and Compliance dated May 31, 2023, attached hereto.

N:\RESOLVES\2023\Skyhaven T-hangar rental increase (6-15-2023)

Memorandum

To: Paul Brean, Executive Director *LB*
From: Andrew B. Pomeroy, Director Aviation Planning and Compliance *AP*
Date: 5/31/2023
Subj: T-hangar Rate Adjustment

This is a request to seek approval of the PDA Board of Directors to increase T-hangar rates at Skyhaven Airport. Staff proposes a 5% increase to begin August 1, 2023, with an additional 5% increase to take effect July 1, 2024. These requested increases are to compensate for the increased costs of operating and maintaining Skyhaven Airport since the last rental rate adjustment in 2013.

The Skyhaven Airport Advisory Council voted unanimously to recommend the requested hangar rate increase at its November 14, 2022, meeting.

The PDA has invested in several infrastructure improvements at Skyhaven Airport and its hangar facilities over the past ten years. There is currently 100% hangar occupancy, with an extensive waiting list of aircraft owners interested in renting hangars at the airport. This initial 5% increase at 100% occupancy would represent a \$6,400.00 revenue increase, helping to offset the increased labor and utility costs PDA has incurred over recent years.

At the June 15, 2023, meeting of the PDA Board of Directors, please request authorization to increase Skyhaven T-hangar rates by 5% commencing August 1, 2023, with a second 5% increase scheduled at the start of FY25, to offset operating expenses.

| August 1, 2023 Skyhaven Airport Hangar Rental Increase | | | |
|---|-----------------------------------|-------------------------------------|---|
| Unit Number | Current Hangar Rental Rate | Rental Rate with 5% Increase | Rounded to the Nearest \$5 Dollars |
| 1-10 | \$500.00 | \$525.00 | \$525.00 |
| 2-01 | \$255.00 | \$267.75 | \$270.00 |
| 2-02 | \$255.00 | \$267.75 | \$270.00 |
| 2-03 | \$255.00 | \$267.75 | \$270.00 |
| 2-04 | \$255.00 | \$267.75 | \$270.00 |
| 2-05 | \$255.00 | \$267.75 | \$270.00 |
| 2-06 | \$255.00 | \$267.75 | \$270.00 |
| 2-07 | \$255.00 | \$267.75 | \$270.00 |
| 2-08 | \$255.00 | \$267.75 | \$270.00 |
| 2-09 | \$255.00 | \$267.75 | \$270.00 |
| 2-10 | \$255.00 | \$267.75 | \$270.00 |
| 2-11 | \$255.00 | \$267.75 | \$270.00 |
| 2-12 | \$255.00 | \$267.75 | \$270.00 |
| 2-13 | \$255.00 | \$267.75 | \$270.00 |
| 2-14 | \$255.00 | \$267.75 | \$270.00 |
| 2-15 | \$255.00 | \$267.75 | \$270.00 |
| 2-16 | \$255.00 | \$267.75 | \$270.00 |
| 2-18 | \$131.00 | \$137.55 | \$140.00 |
| 3-01 | \$339.00 | \$355.95 | \$355.00 |
| 3-02 | \$424.00 | \$445.20 | \$445.00 |
| 3-03 | \$305.00 | \$320.25 | \$320.00 |
| 3-04 | \$305.00 | \$320.25 | \$320.00 |
| 3-05 | \$305.00 | \$320.25 | \$320.00 |
| 3-07 | \$446.00 | \$468.30 | \$470.00 |
| 3-08 | \$339.00 | \$355.95 | \$355.00 |
| 4-01 | \$446.00 | \$468.30 | \$470.00 |
| 4-02 | \$446.00 | \$468.30 | \$470.00 |
| 4-03 | \$384.00 | \$403.20 | \$405.00 |
| 4-04 | \$384.00 | \$403.20 | \$405.00 |
| 4-05 | \$446.00 | \$468.30 | \$470.00 |
| 4-06 | \$424.00 | \$445.20 | \$445.00 |
| TOTAL: | \$9,704.00 | \$10,189.20 | \$10,235.00 |

MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to finalize and enter into an agreement with Diana Ries Designs for the PDA website redesign project and subsequent maintenance contract for a period of three (3) years with an additional two (2) one (1) year options which may be exercised in the sole discretion of the Executive Director; all in accordance with the memorandum of Sara Lucas, Digital Content Specialist and Greg Siegenthaler, IT Director, dated June 2, 2023, attached hereto.

N:\RESOLVES\2023\PDA - Website (6-15-2023).docx

MEMORANDUM

To: Paul E. Brean, Executive Director *PEB*
From: Sara Lucas, Digital Content Specialist, and Greg Siegenthaler, IT Director *SL GS*
Re: Website Re-Design
Date: June 2, 2023

In May, 2023 the Pease Development Authority (“PDA”) issued a Request for Proposal (“RFP”) for the purpose of website re-design. This project will include redesigning and segmenting websites for the Pease International Tradeport, Portsmouth International Airport at Pease (PSM), and Division of Ports and Harbors. The PDA seeks to update its existing website to reflect a prospering business and aviation industrial community. The refreshed design would need to closely resemble or well-complement PDA’s existing Pease Golf Course site. The objective of the website re-design project is to create an approachable, informative website framework with a clean design and layout that is simple to navigate. Upon completion, the website focus will be centered on customer service and the ease of use, including simplifying content management, providing better information to our tenants and guests, and supporting the traveling public with real time information. Content will clearly identify available business opportunities and services within the PDA. The website will allow data driven analytics to align PDA’s objectives with the user’s digital experience.

In order to achieve the objectives in the website re-design project, the scope of work, project themes, functional requirements, maintenance requirements, essential components and site development guidelines were identified in the RFP. Additionally, completion of the PDA’s business proposal and statement of qualifications were required in the RFP.

Proposal Evaluation:

The PDA evaluated proposals using the following selection criteria, listed below in order of importance:

- Proposed value and cost. (50%)
- Proposed Services (responsiveness to Scope of Work) (20%)
- Past work examples demonstrating user-centered design that conforms to current web standards. (10%)
- Staff resources to meet desired milestone delivery schedule as needed. (10%)
- Organizational fit. (10%)

A total of nine bids were received on May 23, 2023. Four of the bids were determined to be non-responsive for failing to meet the requirements of the RFP.

Each remaining proposal was evaluated by a review team of 7 PDA employees utilizing the prioritized selection criteria identified in the RFP. The evaluation results were as follows:

- Diana Ries Designs – 94
- AIS Network – 80
- Strikepoint Media, LLC – 64
- Rock Olson Concepts, LLC – 61
- Exemplifi, LLC – 51

Proposed cost was summarized by Proposal Total Cost and Yearly Maintenance Fees. Cost proposals are identified in the table below;

| | Proposal Total Cost | Yearly Maintenance Fee |
|--------------------------|---------------------|------------------------|
| Diana Ries Designs | \$18,946.88 | \$1,200.00 |
| AIS Network | \$49,460.00 | \$12,210.00 |
| Strikepoint Media, LLC | \$51,168.00 | \$50,400.00 |
| Rock Olsen Concepts, LLC | \$61,800.00 | \$31,200.00 |
| Exemplifi, LLC | \$146,000.00 | \$30,000.00 |

Diana Ries Designs scored the highest in the evaluation with a 94. Diana Ries Designs provided the lowest proposed total cost at \$18,946.88. Proposed services were answered well and were tailored to PDA's specific needs and requests, including personalized recommendations for improving the PDA website. Examples of past work presented high-quality results, with exceptionally designed websites that meet different device requirements (desktop, tablet, mobile). Diana Ries Designs provided a team of 4 qualified staff members to complete PDA's website, with the smaller team being preferred by our evaluators due to previous communication issues with ever-revolving employees. Diana Ries Designs created and currently maintains the Skyhaven Airport website. PDA employees who have worked with Diana Ries Designs via Skyhaven have given very positive reviews for **responsiveness**, communication and quality of work.

With the foregoing in mind, at the June 15, 2023, meeting of the PDA Board of Directors, please seek approval to enter an agreement with Diana Ries Designs for the website redesign project and the subsequent maintenance contract. The maintenance contract period will be for three years with two additional one-year options, which may be exercised in the sole discretion of the Executive Director of the PDA. This project is currently funded in the FY24 CIP Budget.

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of extensions to Pease Aviation Partners, LLC (d/b/a Million Air) current land use application deadlines to December 31, 2023; all in accordance with the memorandum of Michael R. Mates, P.E., Director of Engineering, dated June 7, 2023, attached hereto.

Memorandum

To: Paul E. Brean, Executive Director *PEB*
From: Michael R. Mates, P.E., Director of Engineering *MRM*
Date: June 7, 2023
Subject: Pease Aviation Partners Time Extensions for Land Use Applications

The land use applications submitted by Pease Aviation Partners, LLC ("PAP") related to its proposed fixed base operator facility have been moving through the requisite Pease committees. To date, applications for 53 Exeter Street have been reviewed in public meetings by the Technical Review Committee ("TRC") and the Capital Improvement and Land Planning Committee ("CILPC"), both of which voted to affirmatively recommend the applications to the Board of Directors. In accordance with PDA Land Use Controls, the Board must act to render final decisions within certain timeframes from the dates of these recommendations. The Board has previously extended these deadlines to the end of this month.

In its application to the CILPC, PAP committed to retaining a firm to complete an investigation of the Gosling Station wells, a system of point wells used by the City before the development of Pease Air Force Base. These wells, located in a parcel adjacent to the proposed development, were taken offline sometime in the 1950s or earlier. While this work continues, the June 30 deadlines will not be able to be met. At this time, staff seeks relief from the Board by requesting further deadline extensions to the end of this year.

Parts 304-A.09(a)(1)(e), 404.01(h), 404.01(i), 503.02(g), and 503.02(h) of the Zoning Ordinance, Site Review Regulations and Subdivision Regulations set time limits on scheduling hearings and issuing recommendations/decisions on land use applications in order to provide timely consideration of applications. Parts 304-A.09(a)(1)(f), 403.03(a), and 505.04(a)(1) allow the waiver these deadlines when strict conformity would pose an unnecessary hardship on the applicant and the spirit of the regulations is maintained. Staff believes that these conditions are met and the deadlines should be extended.

At this month's meeting, please ask the Board to extend PAP's current land use application deadlines from June 30, 2023, to December 31, 2023, all in accordance with the authority conferred by the Land Use Controls.

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PEASE

INTERNATIONAL

DEVELOPMENT
AUTHORITY

Director Parker:

MOTION

55 International Drive Portsmouth, NH 03801

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

1. Portsmouth International Airport at Pease – Digital Communications Radios * (Levesque)
2. Portsmouth International Airport at Pease – Upgrade Existing Parking Equipment at C Lot * (Ferrini)
3. Portsmouth International Airport at Pease – Jet Bridge Rehab * (Conard)
4. Pease Development Authority – Diesel Vibratory Compactor * (Fournier)
5. Pease Development Authority – Microsoft 365 Migration * (Lamson)
6. Portsmouth International Airport at Pease - Honeywell International, Inc. – 5 year Service Agreement * (Ferrini)
7. Portsmouth International Airport at Pease - Honeywell International, Inc. – Access System Control Upgrade * (Lamson)

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

MOTION


Director Levesque:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into a contract with Motorola, for the purchase of sixteen (16) portable radios at a cost not to exceed \$49,468.64; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated May 31, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Motorola is a State approved vendor for the radio equipment.

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

Memorandum

To: Paul E. Brean, Executive Director 

From: Chasen Congreves, Director of Operations 

Date: 5/31/2023

Re: Digital Communications Upgrade

The Pease Development Authority (“PDA”) has set aside \$50,000 in its Capital Improvement Plan (“CIP”) for the purpose of upgrading PDA’s communication assets from analog to digital. The New Hampshire Department of Safety has identified that PDA is currently unable to adequately communicate with mutual aid partners in the event of an emergency. PDA must update **communications** equipment to meet public safety standards for communications during normal and emergency operations.

PDA staff would like to purchase 16 mobile radios to install in PDA vehicles, some of which would replace existing equipment. The installation and programming of the equipment will be completed by the NH Department of Safety and PDA personnel with no external labor fees. Motorola is an approved State of New Hampshire vendor and holds state contract number 8001937 for provision of the associated equipment. As such, staff is also requesting authority to waive the bid requirement.

At the June 15, 2023, PDA Board of Director’s meeting, please request authority from the Board to waive the formal RFP process and to purchase 16 mobile vehicle radios, along with the supporting accessories, under New Hampshire State Contract 8001937, in an amount not to exceed \$49,468.64.

MOTION

Director Ferrini:

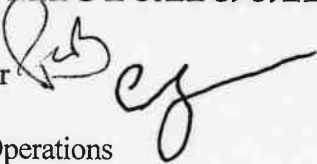
The Pease Development Authority (“PDA”) Board of Directors approves of and authorizes the Executive Director to enter into a contract with Mobile Smart City Corporation, to upgrade PDA’s existing pay for parking equipment at the C Lot in an amount not to exceed \$34,205.00; all in accordance with the memorandum of Chasen Congreves, Director of Operations, dated May 31, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Mobile Smart City Corporation currently contracts with the PDA for its existing revenue parking program.

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

N:\RESOLVES\2023\Airport - C Lot Revenue Parking Upgrade (6-15-23).docx

Memorandum

To: Paul E. Brean, Executive Director 

From: Chasen Congreves, Director of Operations

Date: 5/31/2023

Re: C Lot Parking Revenue Upgrade

The Pease Development Authority (“PDA”) introduced a revenue parking program at the Portsmouth International Airport in 2017. The parking program is supported by Mobile Smart City Corporation (“Mobile Smart City”). The current program relies heavily on equipment provided through an internal partnership with Hectronics, a company which no longer manufactures or distributes parts for the machines currently located at Portsmouth International Airport.

With the foregoing in mind, PDA engaged Mobile Smart City to see if it could assist in providing an alternative to the Hectronics’ equipment. Mobile Smart City has proposed a cloud or app based program to improve the way a customer enters and exits a parking lot. This new program would also include the ability to inform customers of existing airport concessions, marketing promotions, and loyalty or special event options. It will also permit a customer to pay via their license plate. In short, Mobile Smart City has provided options that will increase efficiency and customer satisfaction with the revenue parking program.

Due to the existing deficiencies with Hectronics’ equipment no longer being supplied and a desire to improve customer satisfaction by providing multiple payment options, the PDA is seeking authority to work directly with its existing partner, Mobile Smart City, for improvements to the PDA Airport parking program, commencing with the C lot. Pursuant to the attached proposal, the cost for the upgrade to C lot’s revenue parking program is \$34,205.00. The PDA has reserved \$50,000.00 in the Capital Improvement Plan (CIP) for upgrades to C lot revenue parking. C lot will be designated as the express lot as PDA looks to upgrade the entire parking system over the next 2 years.

At the June 15, 2023, PDA Board of Director’s meeting, please request authority from the Board to waive the formal RFP process and to partner with Mobile Smart City to upgrade existing equipment at C lot in an amount not to exceed \$34,205.00.

MOBILE SMART CITY CORP
 ONE FINANCIAL PLAZA
 100 SOUTHEAST THIRD AVE 10TH
 FLOOR
 FORT LAUDERDALE, FL 33394
 FEIN: 81-0786651

MOBILE SMART CITY CORP
 ONE FINANCIAL PLAZA
 100 SOUTHEAST THIRD AVE 10TH
 FLOOR
 FORT LAUDERDALE, FL 33394

Quote

| Date | Quote # |
|-----------|-------------|
| 5/25/2023 | PDA-2023-E3 |

| Name / Address |
|--|
| Pease Development Authority Kurt Miller |

| Payment Terms | P.O. No. | Project |
|----------------------|----------|---------|
| Payment Instructions | | |

| Description | Qty | Cost | Total |
|---|-----|----------|-----------|
| Pay in lane exit unit Date Phone QR Reader 10-inch touchscreen Heater/Cooling fan Themo printer Credit Card - Globalcom reader/touchless Stainless Steel | 1 | 8,890.00 | 8,890.00 |
| N42-entry unit Date phone QR Reader 10-inch touchscreen Heater/Cooling fan options Themo printer entry ticket Stainless steel -per unit | 1 | 8,465.00 | 8,465.00 |
| LPR Cameras | 2 | 7,950.00 | 15,900.00 |
| Install and shipping | 1 | 950.00 | 950.00 |
| Monthly software: LG1 & N42 \$150.00 LPR \$190.00 *Some prep work will need to be done by location staff | | | |
| Terms: 50% deposit 50% due once installed and tested | | | |

| | |
|---|--------------|
| Purchase Order Number: _____ | |
| Signed and Approved by: _____ | |
| Please send signed quote to: billing@mobilesmart.city | |
| | Total |

MOBILE SMART CITY CORP
 ONE FINANCIAL PLAZA
 100 SOUTHEAST THIRD AVE 10TH
 FLOOR
 FORT LAUDERDALE, FL 33394
 FEIN: 81-0786651

DATE YOUR TRADING BUSINESS
 MAY BE IMPROVED TODAY

Quote

| | |
|-----------|-------------|
| Date | Quote # |
| 5/25/2023 | PDA-2023-E3 |

| |
|--|
| Name / Address |
| Pease Development Authority Kurt Miller |

| | | |
|----------------------|----------|---------|
| Payment Terms | P.O. No. | Project |
| Payment Instructions | | |

| Description | Qty | Cost | Total |
|---|-----|------|-------|
| <p>For electronic payments: Account Routing: 267089712 Account Number: 144007922 Bank: FirstBank Florida Bank's Address: 9795 South Dixie Highway. Miami, FL33156 SWIFT: FBPRRSJ</p> <p>Make checks payable to: Mobile Smart City Corp One Financial Plaza 100 Southeast Third Avenue, 10th Floor Fort Lauderdale, FL 33394</p> | | | |

| | |
|--|----------------------------|
| Purchase Order Number: _____ Signed and Approved by: _____ Please send signed quote to: billing@mobilesmart.city | Total USD 34,205.00 |
|--|----------------------------|

MOTION

Director Conard:


The Pease Development Authority Board of Directors authorizes the Executive Director to finalize and enter into an agreement with JBT Aerotech Corporation / Jetway Systems in an amount not to exceed \$150,430.00 for repairs / modifications to Jet Bridge #1 at the Portsmouth International Airport at Pease, all in accordance with the memorandum from Chasen Congreves, Director of Operations dated May 26, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as JBT Aerotech Corporation / Jetway Systems is the original manufacturer and installer of this jet bridge.

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

N:\RESOLVES\2023\JetBridge (6-15-23)

Memorandum

To: Paul E. Brean, Executive Director 

From: Chasen Congreves, Director of Operations 

Date: 5/26/2023

Re: Jet Bridge #1 Safety Upgrade

The Pease Development Authority (“PDA”) owns and maintains the airport’s first original jet bridge that is now known as “Jet Bridge #1” manufactured and installed at the airport terminal in 1998. Jet Bridge #1 is due for preventative maintenance and safety improvements.

With the foregoing in mind, PDA engaged the original manufacturer and installer for this jet bridge to identify a path forward for safety improvements. JBT Aerotech Corporation/Jetway Systems (“Aerotech”), one of the few jet bridge manufacturers in the United States, has provided the attached proposal that illustrates the scope of work. Due to the existing equipment and controls manufactured by Aerotech, PDA is seeking sole-source justification to work directly with Aerotech for improvements to their product. Pursuant to the attached proposal, the cost for the upgrade to Jet Bridge #1 is \$150,430. The PDA has reserved \$300,000.00 in the Capital Improvement Plan (CIP) for safety upgrades to Jet Bridge #1.

At the June 15, 2023, PDA Board of Directors’ meeting, please request authority from the Board to waive the formal RFP process and contract with Aerotech for the preventative maintenance and safety enhancements on Jet Bridge #1, as described herein, for a cost not to exceed \$150,430.



JBT AeroTech Corporation
1805 West 2550 South
Ogden, Utah 84401, U.S.A.
Phone: +1 (801) 710-6081
Fax: +1 (801) 629-3474
Email: rob.harrington@jbt.com

RQ 4622-0

May 9, 2023

Dane Kirkwood
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: SN 38695 Boarding Bridge Safety Upgrades

Dear Mr. Kirkwood:

JBT AeroTech Corporation – Jetway Systems® is pleased to provide the following proposal to perform safety upgrades to one passenger boarding bridge located at Portsmouth International Airport at Pease (PSM). The following items are part of the conditions of this proposal:

1. Jetway Terms and Conditions apply – Prepayment is required for this proposal
2. Quotation is valid for 90 days
3. Should the airport authority select only a few of the items in the quotation, JBT will need to requote based on the reduce list since we must dilute fix costs in less items.

Thank you for your interest in JBT AeroTech Corporation - Jetway Systems®. We appreciate your business and for the opportunity to provide you with this proposal. If you should have any questions, please contact me via email or on my mobile.

Regards,
JBT AeroTech Corporation / Jetway Systems®

Rob Harrington

Rob Harrington
Aftermarket Product Manager

John Bean Technologies Corporation

Airport Services | Ground Support Equipment | Jetway Systems® | Military Programs

www.jbtaerotech.com

REFURBISHMENT SERVICES QUOTATION - RQ 4622-0
PSM Passenger Boarding Bridge Safety Upgrades
 Pricing is valid for 90 days

| DESCRIPTION OF SERVICE | PRICE | |
|--|------------|-----------------|
| SCOPE OF WORK: | Unit Price | Extended Prices |
| Safety upgrades of SN 38695 an A2 63/95-125R PBB located at Gate 1 PSM: | | |
| 1. Mobilize and Badging | | \$ 26,980.00 |
| 2. Remove Festoon System and install dual pantograph with cables for PBB, 400Hz & PCA. | | \$ 42,309.00 |
| 3. Remove pneumatic tires and install new solid tires. | | \$ 16,855.00 |
| 4. Provide and install roof maintenance handrails and access ladder. | | \$ 13,569.00 |
| 5. Provide and install aircraft proximity stop sensors in aircraft spacer. | | \$ 1,983.00 |
| 6. Provide and install slow down sensor under cab floor. | | \$ 1,578.00 |
| 7. Convert auto level arm from round pipe to flat bar. | | \$ 417.00 |
| 8. Replace auto level arm tension springs. | | \$ 292.00 |
| 9. Install 6—inch canopy arm bars and replace overpressure/kick back springs for today's composite aircraft fuselages. | | \$ 633.00 |
| 10. Provide and install (2) heated horizontal drive motor blanket kits. | | \$ 7,629.00 |
| 11. Provide and install aluminum ACF floor with floor heat and ribbed rubber matting. | | \$ 13,270.00 |
| 12. Provide and install upper console heater for inverters. | | \$ 870.00 |
| 13. Provide and install rotunda mounted camera and console video monitor. | | \$ 5,609.00 |
| 14. Provide and install E-stop package and lower drive column beacons. | | \$ 6,982.00 |
| Sub Total for Gate 1 | | \$ 138,976.00 |
| NOTES: | | |
| 1. 30% Down Payment of total contract value with order. | | |
| 2. Progress payments for field work. | | |
| 3. Should the airport authority select only a few of the items in the quotation, JBT will need to requote based on the reduce list since we must dilute fix costs in less items. | | |

DATE : May 9, 2023
 QUOTE NO. : RQ 4622-0
 PAGE NO. : 3

| | | |
|---|----------------|----------------------|
| | Freight | \$ 11,454.00 |
| Tax Note: The BUYER is responsible for payments to the SELLER of any Sales/Use or other similar type taxes imposed on this sale. Based on the tax rate in effect on the date of this Proposed Order, state and local sales/use tax at 0.0% must be added to Labor-Materials-Freight | | \$ 0.00 |
| Seller will accept a valid exemption certificate from BUYER if applicable; however, if an exemption certificate previously accepted is not recognized by the government taxing authority involved, and SELLER is required to pay the tax covered by such exemption certificate, BUYER agrees to promptly reimburse SELLER for the taxes paid. | | |
| Because of possible changes and variations in the completion of the Contract, the actual tax will be calculated pursuant to applicable state Law and assessed upon completion of this project, unless state law Requires the tax to be collected on a periodic basis | | |
| TOTAL | | \$ 150,430.00 |

JBT AeroTech Corporation
1805 West 2550 South
Ogden, Utah 84401, U.S.A.
Phone: +1 (801) 710-6081
Fax: +1 (801) 629-3474
Email: rob.harrington@jbt.com

**CONDITIONS OF SALE - AFTERMARKET
ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS**

The following terms and conditions shall apply to contracts entered into by JBT AEROTECH CORPORATION (JBT CORPORATION), operating through its Jetway Systems business unit for refurbishment and spare parts

These conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice To Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.

Seller's quote is based on commodity prices, material, and other costs ("Production Costs") as of the bid date, or if no bid date is applicable, as of the effective date of these terms and conditions. Seller reserves the right to revise any originally quoted prices on the production or transportation of the products covered by this Agreement, either during the time of manufacturing or at the time of shipment, that result from increases in Seller's Production Costs, including but not limited to increases in the cost of steel, changes in US trade policies, or as a result of any other material increases in Seller's costs, or those that are beyond Seller's control. With respect to such costs, Seller will use the applicable Producer Price indices (PPI's) to determine the amount of any price increases and will disclose such PPI's with Buyer when or before making any applicable pricing changes.

2. **PAYMENT TERMS:** Unless otherwise indicated in the Quotations, for refurbishment work under this contract require an advance payment of 30% of the total contract value. The remaining 70% shall be invoiced per the Quotation payment schedule. If there is no payment schedule in the Quotation, then payment will be by monthly progress payments. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
 - a. Terms are net 30 days subject to credit approval.
 - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. No changes in the price will be allowed unless mutually agreed to in writing by both parties. Prices are ExWorks Seller's facility unless noted otherwise on the Seller's proposal. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
4. **TAXES:** State sales and/or use taxes are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid.
5. **DELIVERY:** Delivery/Completion times are approximate and are dependent upon timely receipt by Seller of all necessary equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the refurbishment work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly and Seller will notify Buyer of the revised schedule.

John Bean Technologies Corporation

Airport Services | Ground Support Equipment | Jetway Systems® | Military Programs

www.jbtaerotech.com

6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its work, Seller shall be entitled to the following:
- A storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s).
 - Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.
 - Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
 - Payment in full for the work completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer.
7. **FORCE MAJUERE:**
- Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control; (ii) acts of god, act (including failure to act) of any governmental authority (*de jure* or *de facto*), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (iii) inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
 - In the event of any delay or failure excused by this Article, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery date. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay. If delay excused by this Article extends for more than sixty (60) days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 day period, including adjustment of the price if applicable, then either party upon thirty (30) days written notice, may terminate this Contract with respect to the unexecuted portion of the work, whereupon Buyer shall pay Seller for all the work completed to the date of termination including profit for that work and Seller shall turn over all materials and Products completed at the termination date.
8. **RISK OF LOSS & TITLE:** Full risk of loss shall pass to the Buyer upon delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.
9. **INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.
10. **PRODUCT ACCEPTANCE:** The Buyer shall inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected.
11. **WARRANTY**
- Seller warrants that any refurbishment work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part, whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. This warranty is limited to the Products provided and the work performed during the course of this contract. Defective and

nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**

- b. Upon Buyer's submission of a claim as provided above and following its substantiation, Seller shall provide a replacement part for the defective or faulty part.
- c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages. Any action by Buyer arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it **shall** be barred.
- d. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed, and records maintained for Seller's review and inspection if requested.
- e. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following **after-installation-adjustments** are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.

12. **PATENT INFRINGEMENT:**

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or **sale** thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata **portion of any amount paid by Buyer** for such portion. This **states** the entire liability of Seller with respect to any **infringement by the equipment**.
- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

13. **INDEMNIFICATION AND CONSEQUENTIAL DAMAGES:**

- a. Seller will indemnify, defend and hold harmless the Buyer from and against the loss, liability, claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the Seller or its agents, subcontractors or affiliates.

- b. Notwithstanding the foregoing, Seller will not be liable, in contract or tort, for any indirect, special, or consequential damages, including, but not limited to, lost profits, loss of use, environmental or pollution damage, regardless of cause.
14. **TERMINATION:** Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by Seller in terminating the work. The above amounts, plus prior payments, shall in no event exceed the Contract Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.
15. **STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Schedule A of this quotation.
16. **LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.
17. **MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.
18. **DISPUTES AND GOVERNING LAW:** This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.
19. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Neither party will assign this contract or delegate its performance thereunder without the prior written consent of the other Party. However, the Seller may assign this contract to any subsidiary, affiliate or successor in interest upon notice to the Buyer of such assignment.
20. **LIMITATION OF LIABILITY:** Under no circumstances shall the total aggregate liability under any contract for all Sellers' exposures (e.g. warranty, indemnification, liquidated damages) exceed the value of the contract or US\$1,000,000 whichever is lesser.
21. **INTELLECTUAL PROPERTY / SOFTWARE:**
- a. Seller shall exclusively own all intellectual property rights in the products and services provided by Seller under this contract. Buyer shall receive a royalty-free, non-exclusive license to utilize Seller's intellectual property as it relates to the products and services hereunder for Buyer's internal purposes.
- b. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.



DATE : May 9, 2023
 QUOTE NO. : RQ 4622-0
 PAGE NO. : 8

- 22. **MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.
- 23. **ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged, or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

JBT AEROTECH CORPORATION
 through its business unit **Jetway Systems®**

 Offered By: Scott Ezola

Title: Director, Aftermarket Business - Jetway

Date: May 9, 2023

 Accepted By:

Title: _____

Date: _____

MOTION



Director Fournier:

The Pease Development Authority Board of Directors authorizes the Executive Director to finalize and enter into an agreement with Equipment East of Bow, NH for an AMMANN APR4920 Diesel Vibratory Compactor in an amount not to exceed \$12,296.00; all in accordance with the Memorandum of Ken Conley - Fleet Manager, dated June 5, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the formal RFP requirement as three (3) quotes from local vendors were obtained, and the low quote has been selected.

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

Memorandum

To: Paul Brean, Executive Director 
From: Ken Conley-Maintenance Manager 
Date: 6/7/2023
Subj: Equipment Purchase, Diesel Vibratory Compactor

Pease Development Authority's ("PDA") Maintenance Department is responsible for the pavement maintenance program at Portsmouth International Airport ("PSM"). Airport pavement maintenance programs prioritize eliminating "Foreign Object Debris" ("F.O.D."), which can be detrimental to aircraft, damaging tires, turbines and propellers.

The majority of the concrete tarmac at PSM is 60 years old, well overdue for full replacement. In order to preserve the concrete on a temporary basis and reduce "F.O.D." created from spalling concrete, PDA Maintenance continuously repairs the concrete apron. PDA Maintenance does not currently own a high powered reversible vibratory compactor that is essential for this work, relying on short term rentals of this equipment.

This is a request to purchase a Diesel powered vibratory compactor identified in PDA's FY23 capital budget. Three quotes were requested from local vendors for a Diesel powered reversible vibratory compactor in the min 850lb class, three vendors participated with the contingent of delivery time being less than two weeks from notice to proceed.

Quote results were as follows:

| | |
|---|-------------|
| Equipment East 1474 Rout 3A Bow NH 03304 | \$12,296.00 |
| Chappell Tractor 251 Route 125 Brentwood NH 03833 | \$14,937.00 |

MB Tractor & Equipment
658 Harold L Dow Hwy
Eliot ME 03903

\$19,300.00

This is to request a waiver the formal RFP process and authorization from the PDA Board of Directors at its next meeting to approve the purchase of one AMMANN APR4920 Diesel Vibratory Compactor, for a price not to exceed \$12,296.00 from Equipment East of Bow NH.

MOTION

Director Lamson:

The Pease Development Authority (“PDA”) Board of Directors authorizes the Executive Director to enter into an agreement with Red River Technology, LLC to complete PDA’s migration to Office 365; all in accordance with the memorandum of Greg Siegenthaler, IT Director, dated June 2, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as Red River Technology LLC is a State approved vendor.

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



MEMORANDUM

TO: Paul Brean, Executive Director *PAB*
FROM: *GS* Greg Siegenthaler, IT Director
RE: Microsoft 365 Migration
DATE: June 2, 2023

The PDA's Email Server Licenses and Microsoft Office Licenses are nearing end of life and we need to determine a path forward that will meet PDA's current and future information technology needs.

After careful consideration, it has been decided that the PDA would be best served by migrating to Office 365 which will address PDA's needs and offer a more secure and robust infrastructure. The State of New Hampshire migrated to Office 365 several years ago and reports that the additional features and reliability of the system are excellent. The monthly Office 365 licensing costs are estimated to be \$1992.

A quote was obtained from Red River Technology LLC, a State of New Hampshire approved vendor, for a cost of \$17,853.50 to complete the migration. The quotation is attached.

Because Red River is already a State of New Hampshire approved vendor, selected through a competitive bid process, and the PDA receives State pricing, we are requesting that the Board waive the bid process and approve the quote for migration.

At its meeting on June 15, 2023, please ask the Board to waive the bid process and authorize contracting with Red River Technology, LLC to complete the Office 365 migration in accordance with the attached quote. Funding for the project is included in the FY24 CIP Budget.

Red River[®]

Pease Development Authority
Greg Siegenthaler
55 International Drive
PORTSMOUTH, New Hampshire 03801
G.Siegenthaler@peasedev.org

QUOTE NUMBER
OP-0095927-2

| | |
|---|-------------|
| Quote Date: 6/1/2023 | RFQ: |
| Contract: | OPEN MARKET |
| Quote Name: PDA-migrate on prem exchange to | |

THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

YOUR ACCOUNT TEAM

Amy Shambo
amy.shambo@redriver.com
+1-603-504-3817

Helen Hewes
Helen.Hewes@redriver.com
+1-603-442-5580

| LEAD TIME | SHIP VIA | F.O.B. | TERMS |
|-------------|----------|-----------------|--------|
| 30 DAYS ARO | GRD SHIP | FOB Destination | NET 30 |

Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.

| LINE # | ITEM # | DESCRIPTION | QTY | PRICE | EXT. PRICE |
|---------------------------------------|------------|--|-----|----------|-------------|
| TIME & MATERIALS - QTYS ARE ESTIMATES | | | | | |
| 1 | RRPS-T&M | RED RIVER T&M SOW-MICROSOFT 365 MAIL MIGRATION PROJECT | 88 | \$188.00 | \$16,544.00 |
| 2 | 700002-ESD | BITTITAN, INC. 1 YR USER MIGRATION BUNDLE ASSIGNED ON A PER-USER BASIS, MIGRATE MAILBOXES, DOCUMENTS, | 90 | \$14.55 | \$1,309.50 |

TOTAL \$17,853.50

WE WELCOME YOUR FEEDBACK.

Please complete our customer survey at redriver.com/customer-survey.

Attention Contracting Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is provided in accordance with FAR Part 13, 14, or 15. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

REMIT TO:

Red River Technology LLC
PO Box 780924
Philadelphia, PA 19178-0924

Terms and Conditions

For OEM Terms/EULA please visit:

Red River

Pease Development Authority
Greg Siegenthaler
55 International Drive
PORTSMOUTH, New Hampshire 03801
G.Siegenthaler@peasedev.org

| | |
|--|-------------|
| QUOTE NUMBER OP-0095927-3 | |
| Quote Date: 6/1/2023 | RFQ: |
| Contract: OPEN MARKET | |
| Quote Name: Microsoft Licenses Only | |
| Quote Valid Until: 06/30/2023 | |

THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

YOUR ACCOUNT TEAM

Amy Shambo
amy.shambo@redriver.com
+1-603-504-3817

Helen Hewes
Helen.Hewes@redriver.com
+1-603-442-5580

| LEAD TIME | SHIP VIA | F.O.B. | TERMS |
|-------------|----------|-----------------|--------|
| 30 DAYS ARO | GRD SHIP | FOB Destination | NET 30 |

Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.

| LINE # | ITEM # | DESCRIPTION | QTY | PRICE | EXT. PRICE |
|--------------|--------------|--|-----|---------|-------------------|
| 1 | CFQ7TTC0LCHC | MICROSOFT MICROSOFT 365 BUSINESS PREMIUM- MONTH TO MONTH | 70 | \$26.40 | \$1,848.00 |
| 2 | CFQ7TTC0LH18 | MICROSOFT MICROSOFT 365 BUSINESS BASIC- MONTH TO MONTH MICROSOFT LICENSING TO BE PROCURED THROUGH RR CSP ANNUAL CHARGE FOR 90 LICENSES \$23,904.00 | 20 | \$7.20 | \$144.00 |
| TOTAL | | | | | \$1,992.00 |

WE WELCOME YOUR FEEDBACK.

Please complete our customer survey at redriver.com/customer-survey.

Attention Contracting Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless

REMIT TO:

Red River Technology LLC

your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is provided in accordance with FAR Part 13, 14, or 15. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

PO Box 780924
Philadelphia, PA 19178-0924

[Terms and Conditions](#)

For OEM Terms/EULA please visit:

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Honeywell International, Inc. ("Honeywell") and to expend an amount not to exceed \$59,792.00 annually, for five years from June 1, 2023 through June 30, 2028; all in accordance with the memorandum of Ed Pottberg, Airport Security Administrator, dated June 8, 2023 and attached hereto.

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

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

N:\RESOLVES\2023\Honeywell Service Agr 6-15-2023

Memorandum

To: Paul E. Brean, Executive Director *PEB*
From: *EP* Ed F. Pottberg, Airport Security Administrator, C.M., ACE, ASC
Date: June 8, 2023
Subject: Honeywell International, Inc. – Five-Year Service Agreement

This is to request the Pease Development Authority (“PDA”) enter a five-year service agreement with Honeywell International, Inc. to maintain the terminal access control system, video surveillance system, and audio system at Portsmouth International Airport at Pease. This agreement includes 96 hours a year (8 hours a month) for maintenance of the integrated system operating as required by Transportation Security **Administrations** standards. The agreement also includes 96 hours (8 hours a month) for server maintenance to ensure cyber security compliance.

The past agreement did not include enough hours to resolve all issues that arose during this past year’s agreement. As part of the assurance program, the PDA expects two to three version upgrades over five years. With Honeywell releasing version upgrades every two years to keep up with technology and cyber security landscape changes, the PDA can save up to \$231,000.00 or more in CIP costs over the same five-year period. The annual cost of the service agreement is \$59,792.00.

At the June 15, 2023, PDA Board of Directors’ meeting, please request authority from the Board to waive the formal RFP process and to enter into a service agreement with Honeywell International, Inc., the existing provider of PDA’s proprietary airport security system for a cost not to exceed \$59,792.00 per year, for five years from June 1, 2023, through June 30, 2028.

MOTION

Director Lamson:



The Pease Development Authority (“PDA”) Board of Directors hereby approves of and authorizes the Executive Director to enter into a contract with Honeywell International, Inc. (“Honeywell”) and to expend an amount not to exceed \$165,910.00 to upgrade the existing airport Access Control (server hardware and software) and Video Surveillance systems at the Portsmouth International Airport at Pease terminal building; all in accordance with the memorandum of Ed Pottberg, Security Manager, dated June 8, 2023, attached hereto.

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

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

N:\RESOLVES\2023\Honeywell - Access Control System 6-15-2023.docx

Memorandum

To: Paul E. Brean, Executive Director 
From:  Ed F. Pottberg, Airport Security Administrator, C.M., ACE, ASC
Date: June 8, 2023
Subject: Honeywell International, Inc. - Access Control and Video Surveillance Upgrades

This is to request the Pease Development Authority (“PDA”) enter a contract with Honeywell International, Inc. (“Honeywell”) to upgrade its airport access control system server hardware, software, and video surveillance system. Honeywell is the existing provider of PDA’s proprietary airport security system. The upgrade is crucial as Microsoft has announced the software that allows these systems to operate will no longer be maintained as of October 10, 2023. Without these upgrades, the PDA will not be in compliance with cybersecurity best practices, leaving critical airport security infrastructure vulnerable to security threats, and the access control system will no longer be serviceable. The cost of this project is \$165,910.00.

At the June 15, 2023, PDA Board of Directors’ meeting, please request authority from the Board to waive the formal RFP process and to contract with Honeywell International Inc. in order to upgrade the PDA’s existing airport security systems herein, for a cost not to exceed \$165,910.00.

PEASE DEVELOPMENT AUTHORITY
Monday, June 12, 2023

FINANCE COMMITTEE AGENDA

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

- I. Call to Order (*Ferrini*)
- II. Acceptance of Committee Meeting Minutes: April 17, 2023* (*Lamson*)
- III. Public Comment
- IV. Reports (*Anzalone*)
 1. Operating Results for the Ten Month Period Ending April 30, 2023 *
 2. Nine Month Cash Flow Projections through February 28, 2024 *
 3. Disbursement Register -April 1 through May 31, 2023
- V. Approvals (*Ferrini*)
 1. FY 2024 Operating Budget and FY 2025-FY 2027 Forecast *+
- VI. Next Committee Meeting- September 18, 2023 @ 9:00 AM
- VII. Director's Comments
- VIII. Adjournment
- IX. Press Questions

* Related Materials Attached.

+ Proposed Motion


Confidential Materials

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby approves of Aviation Avenue Group LLC's revised concept plan for 100 New Hampshire Avenue; all in accordance with the terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated June 7, 2023, attached hereto.

Memorandum

To: Paul E. Brean, Executive Director 

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

Date: June 7, 2023

Subject: Concept Approval – 100 New Hampshire Avenue

Last fall, the PDA Board of Directors approved a concept plan for 100 New Hampshire Ave. submitted by Aviation Avenue Group, LLC (“AAG”) depicting a 209,750 square foot building intended to be used for advanced manufacturing. Also approved was AAG’s submittal of applications for variances from the front and rear yard setback requirements. Following the Board approvals, AAG secured recommendations for subdivision and site review approval and the requested dimensional variances from City of Portsmouth Boards.

At the time of Board approval, AAG was in conversations with a number of advanced manufacturing companies that were interested in the 100 NH Ave. location. Unfortunately, as discussions have progressed during the land use approval process it has become evident to AAG that this is an inopportune time to secure an advanced manufacturing tenant. This is primarily due to recent changes in the capital markets and a volatile labor market. AAG does, however, have interest from a company in need of warehouse and distribution space, which it hopes to occupy by late 2024. Fidelitone, a company that represents a nationwide home merchandising company, is intending to work with AAG to provide this space for its client.

AAG is now proposing to construct a 102,000 ± square foot warehouse on the 10.95 acre parcel. The development would include three driveways (two off Rochester Ave. for entering and exiting trucks and one off New Hampshire Ave. for employee vehicles), and 30 truck docks. Like the previous proposal all truck traffic would access the site via Grafton Drive and Aviation Avenue to Rochester Avenue, thereby precluding trucks from business commercial areas. The attachments submitted by AAG provide more detailed information regarding its efforts over recent months and its revised proposal.

In comparison with the previously approved manufacturing use, the warehouse/distribution space occupies a smaller footprint, requires fewer passenger car parking spaces, and will have fewer truck trips per day. AAG will update its traffic study accordingly. The variance from the front yard setback will be utilized (the building would be 50 ± feet back as opposed to the required 70 feet), however the rear yard building setback would be 150 feet, well above the required 50 feet.

The new proposal is consistent with PDA zoning and staff believes the use aligns with AAG's previously approved concept. At the Board's June 15, 2023, meeting, please ask the Board to approve the warehouse/distribution concept plan for 100 NH Ave. If approved, AAG will submit an application for site review approval for review by the City of Portsmouth.

Fidelitone Facility @ 100 NH Ave – Technical Overview

TO: Paul Brean, Executive Director, Pease Development Authority
Michael Mates, P.E., Pease Development Authority

FROM: Patrick Crimmins, PE, Vice President, Tighe & Bond
Neil Hansen, PE, Project Manager, Tighe & Bond

COPY: Aviation Avenue Group LLC

DATE: June 5, 2023

Tighe & Bond previously prepared a technical memorandum as part of the prior approved advanced manufacturing facility at 100 New Hampshire Avenue. The project is seeking amendments to the previously approved Site Plan for applicant's prospective tenant, Fidelitone. The following is an updated technical overview of the Fidelitone facility, which is a supply chain management operation. This memorandum summarizes key project features including stormwater and utilities, and calculations for parking and open space.

Site History

The proposed project site was the location of an air force industrial building that was demolished approximately 10 years ago in order to attract potential development. The site was leveled off after the building and foundations were removed.

Wetlands

As described in the prior approval, there are no wetlands located on the project site. Off-site wetlands in the vicinity of the site are located to the northwest of Aviation Avenue, Rochester Avenue, and Stratham Street and to the southwest of Rochester Avenue, and opposite Newfields Street. There is no work proposed in the wetlands or wetland buffers.

Excess Soils

The project may generate excess soils that are unsuitable for use under the building as part of the earthwork activities. Similar to the prior approval, any excess soil that may be generated will remain on-site and can be used to construct landscape berms along the New Hampshire Avenue frontage.

Stormwater

The stormwater management system will be designed utilizing the same best management practices implemented in the prior approval which has already received an Alteration of Terrain Permit from the New Hampshire Department of Environmental Services (NHDES). Stormwater runoff will be pretreated via off-line deep sump catch basin and collected in an underground detention system before being directed to a stormwater filtration device to provide advanced treatment prior to being discharged into the existing municipal closed drainage system. As the entire site is located within a Groundwater Management Zone (GMZ) infiltration of stormwater is not permitted on the site. The stormwater will be designed to meet Pease Development Authority (PDA) stormwater regulations and an amended Alteration of Terrain Permit will be filed with NHDES for the proposed Fidelitone facility.

Utilities

Proposed water, sewer, gas, electric, telecom and cable for the project are anticipated to be connected to the existing services in similar locations as the prior approval. Utilities were previously reviewed with the City of Portsmouth and utility providers as part of the City of Portsmouth Technical Advisory Committee (TAC) review process.

Parking Calculations

The prospective tenant anticipates staffing the facility with 20-30 employees. In addition, the facility is anticipated to have 25-30 trucks per day leaving the facility. Based on this, we assumed a maximum peak shift of 60 employees for facility staff and drivers parking at the facility. 73 parking spaces are proposed for the facility which meets PDA parking requirements.

Traffic Impact

As part of the prior approval for an advanced manufacturing facility, a Traffic Study was prepared by Tighe & Bond and peer reviewed by the PDA's traffic consultant. Given the tenant was previously speculative and actual user data was not available, the prior Traffic Study estimated vehicle and truck trip generation using the Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition, 2021. Land Use Code (LUC) 140 – Manufacturing was conservatively used to estimate traffic for the prior approved 210,000 SF advanced manufacturing facility. The Traffic Study from the prior approval, estimated 137 weekday morning peak vehicle trips and 149 weekday afternoon peak vehicle trips. Given the prospective tenant has indicated that approximately 60 employees will be parking at the facility (staff plus drivers) at its peak demand, it's anticipated that vehicle trips generated by this prospective tenant will have less impact than the prior approval. Similarly, the Traffic Study for the prior approval estimated a total of 94 trucks entering and existing the facility throughout a 24-hour period. Given the prospective tenant is anticipated to only have 25-30 trucks entering and exiting the facility from 5am to 5pm, it's anticipated that truck traffic generated by this prospective tenant will have less impact than the prior approval.

A supplemental traffic analysis will be prepared by Tighe & Bond utilizing the prospective tenant's anticipated vehicle and truck trip generation. This supplemental analysis will be submitted to the PDA and City of Portsmouth Technical Advisory Committee (TAC) for review as part of the applicant's request for an Amended Site Review Permit.

Open Space

The proposed lot is approximately 10.95 acres. The PDA regulations require 25% of the upland area be retained as open space which is 2.74 acres. The proposed concept plan calls for approximately 54% (5.91 acres) of open space on site.

Aviation Avenue Group LLC

June 15, 2023

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

Re: PDA Concept Approval
Proposed Supply Chain Management Facility
100 New Hampshire Avenue
Portsmouth, NH 03801

Dear Mr. Brean,

Aviation Avenue Group LLC is pleased to submit this project memo and the attached revised conceptual site plans for our proposed industrial facility project at 100 New Hampshire Avenue located in the Pease Development Authority (PDA) Industrial Zone. This memo provides a project history, general project overview, strategy for project advancement, and detailed summaries of key project features.

PROJECT HISTORY:

Aviation Avenue Group LLC was granted an Option Agreement for the site at 100 New Hampshire Avenue in December 2021. Having held this Option for nearly 17 months, our team has been able to perform extensive site analysis and thorough exploration of the market for potential end users of this site. At the PDA Board of Directors meeting on October 22, 2022, the development team indicated its intent to pursue the development of an Advanced Manufacturing facility at 100 New Hampshire Avenue, and requested the partial termination of the portion of our Option Agreement pertaining to the 7 Lee Street parcel. At the time, we were aware of multiple Advanced Manufacturing requirements that were well suited to our site and to the Pease Tradeport, and we were excited to focus our development efforts on this use. We received conceptual approval from the PDA Board following that meeting, after which we received a recommendation of approval on our proposed subdivision plan and site plan from the City of Portsmouth on April 20, 2023.

During that approval process, we continued to widely market the 100 New Hampshire Avenue site with a focus on Advanced Manufacturing. Our development team committed significant resources towards further site investigation and numerous design and financial proposals to potential end users.

Unfortunately, the market has shifted drastically over the last six months, and factors out of our control – both on the macroeconomic and microeconomic scale – have led to the diminishing of requirements from Advanced Manufacturing end users. While these users have consistently remained enthusiastic about our site and the quality of infrastructure at Pease, they have faced insurmountable challenges raising equity and debt in a downward trending capital market, and they have been hesitant to shift their workforce out of state and to New Hampshire in a volatile labor market.

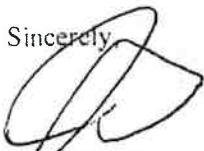
Fortunately, we were approached by a well-regarded supply chain management and logistics company with an immediate requirement for 100,000 square feet and a strong desire to be located at Pease. This end user is Fidelitone, a national supply chain management provider with more than twenty facilities across fifteen states, with more facilities in active development. Fidelitone, who is prepared to immediately sign a long-term sublease for the site at 100 New Hampshire Avenue, needs to be in occupancy of this facility by September 2024. Fidelitone would utilize this facility exclusively for one of its final user clients, a nationally recognized and much-admired company with a household name brand. The facility at 100 New Hampshire Avenue would service the final user's Northeast customer base, featuring white glove delivery of large final products to individual residences and businesses within a 100-mile radius. Below, please find a summary of several reasons why we feel that Fidelitone's supply chain management facility will be an excellent fit at 100 New Hampshire Avenue and at Pease.

1. Their required program is approximately 100,000 square feet with +/- 30 truck bays, which easily fits into the approved subdivided parcel at 100 New Hampshire Avenue.
2. The traffic generated by this facility will be significantly less than the traffic estimated to be generated by our previously proposed Advanced Manufacturing facility. There are a number of reasons for this:
 - a. Their days of business operations are Tuesday through Saturday
 - b. They do not run continuous 24-hour operations. Rather, they operate from 5:00am to 5:00pm during their business days.
 - c. They will have 25 – 30 trucks per day leaving and returning from the facility making deliveries. It is a low throughput facility due to the nature of the large-scale that they are delivering. They take fully – or near-fully – assembled products and deliver them directly to residences. These deliveries take a lot of time, thereby reducing the throughput of trucks in and out of their facility on a daily basis.
3. The building requires a low number of parking spaces. This is because the building is staffed with 20-30 employees at any given time along with the employees who drive their personal vehicle to the facility and then take a box truck from there.
4. Our development team will be preparing an updated detailed study to quantify and reflect the reduced traffic this facility will generate.

Based on the quantity and quality of discussions we have had with prospective tenants, and the volatility in today's market environment, we are confident this is an excellent use for the site with a world class tenant who is ready and willing to sign a long-term lease. We believe this facility represents a meaningful and positive contribution to the Tradeport and to the Greater Portsmouth community, and we therefore feel strongly this is an opportunity that neither we nor the PDA should pass up. Therefore, we are seeking the PDA Board's conceptual approval for this modified site plan. Depending on the Board's decision, it is our intention to proceed through the site plan approval process with the City of Portsmouth. Based on our current concept, we are not anticipating the need for a new subdivision application or variance of any sort.

In closing, we believe this program works cleanly with the existing area and infrastructure and we know it fits well within the zoning requirements of the Pease Industrial Zone. Included in this package for the board are a conceptual site plan and technical memo from Tighe and Bond as well as building renderings from PROCON. We thank you and the entire Board for consideration of our project.

Sincerely,



John Stebbins
Member

Aviation Avenue Group LLC





SITE DATA:

LOCATION: TAX MAP 308, LOT 1
80 ROCHESTER AVENUE
PORTSMOUTH, NEW HAMPSHIRE

ZONING DISTRICT: INDUSTRIAL
ALLOWED USE: INDUSTRIAL / WAREHOUSE

DIMENSIONAL REQUIREMENTS:

| | REQUIRED | PROPOSED |
|--------------------------|----------|--------------|
| MINIMUM LOT AREA: | 10 ACRES | ±10.95 ACRES |
| MINIMUM STREET FRONTAGE: | 200 FT | ±1,200 FT |

MINIMUM SETBACKS:

| | REQUIRED | PROPOSED |
|--------|----------|----------------------|
| FRONT: | 70 FT | 51 FT ⁽¹⁾ |
| SIDE: | 50 FT | 142 FT |
| REAR: | 50 FT | 161.6 FT |

MAXIMUM BUILDING HEIGHT: PER FAA 36 FT
MINIMUM OPEN SPACE: 25% ±54%

(1) - ON NOVEMBER 15, 2022 THE CITY OF PORTSMOUTH ZONING BOARD OF ADJUSTMENT VOTED TO RECOMMEND APPROVAL TO THE PDA BOARD FOR A VARIANCE FROM PART 304.03(C) TO ALLOW A 51 FOOT FRONT YARD WHERE 70 FEET IS REQUIRED.

PARKING REQUIREMENTS:

PARKING STALL LAYOUT:
• STANDARD 90°

DRIVE AISLE WIDTH:
• 90° (2-WAY TRAFFIC)

PARKING SPACE REQUIREMENTS:

INDUSTRIAL:
2 / 3 EMPLOYEES (LARGEST SHIFT)
+ 1 / COMPANY-OWNED-VEHICLE
= 60 EMPLOYEES x 2/3 EMPLOYEES
+ 2 COMPANY-OWNED-VEHICLE = 40 SPACES
TOTAL REQUIRED PARKING: 42 SPACES

(1) - FOUR (4) ADA SPACES PROVIDED

| | REQUIRED | PROPOSED |
|------------------|----------|-------------------|
| WIDTH: 8.5' MIN | | 9' X 18' (162 SF) |
| AREA: 160 SF MIN | | |
| | 24 FT | 24 FT (MIN) |

PROPOSED FIDELITONE FACILITY
PORTSMOUTH, NEW HAMPSHIRE

CONCEPTUAL SITE PLAN



| | |
|-------------|----------|
| FIGURE: | 1 OF 1 |
| DATE: | 5/5/2023 |
| DRAWN BY: | CM |
| CHECKED BY: | PMC |
| APPROVED: | PMC |

Tighe & Bond

Last Save Date: June 5, 2023 2:48 PM (B): CHL
 TAB File Location: L:\P\2023\23-003\23-003-001\23-003-001-015_PDA_Concept_Plan_DWG_Layout_Tab_0-Site
 PDA_Concept_Plan_DWG_Layout_Tab_0-Site

Memorandum

Date: June 2, 2023
To: Paul Breaun, Executive Director
From: Suzy Anzalone, Director of Finance *SA*
Re: Executive Summary- Financial Reports

In anticipation of the upcoming June 15, 2023 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the ten months ended April 30, 2023:

Consolidated Results

| Pease Development Authority - Consolidated | | | |
|--|----------------|----------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 15,799 | 14,743 | 1,056 |
| Operating Expenses | 12,184 | 12,704 | 520 |
| Operating Income | 3,615 | 2,039 | 1,576 |
| Depreciation | 5,657 | 6,125 | 468 |
| Non Oper. (Inc)/Exp | (42) | 1 | 43 |
| Net Operating Income (Loss) | (2,000) | (4,087) | 2,087 |

Year-to-date consolidated operating revenues totaled \$15.8 million, trending \$1.0 million (7.2%) favorable to budget. Revenue line items trending higher included fuel flowage, fuel sales, concession revenue, parking fees and most significantly, wharfage and dockage fees (71% favorable).

Year-to-date consolidated operating expenses totaled \$12.1 million, trending \$520,000 (4.1%) under budget. Overall wages and benefits continue to trend under budget (2.8% favorable year-to-date). However, 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, include cost overruns in equipment parts, snow equipment maintenance and diesel and gas expense. Electricity expenses are also higher than budget (34.4% unfavorable). We are now paying market rate for the supply portion of our electricity and although the supply price has dropped, we are still working towards entering into a new supplier contract. Fuel expenses also continue to trend over budget, driven by higher consumption and pricing.

Our net operating loss through April 30th, which includes depreciation and non-operating income and expenses, was negative \$2.0 million, performing favorably against the budgeted loss of negative \$4.0 million.

Business Unit Performance

Portsmouth Airport

| Portsmouth Airport (PSM) incl Security | | | |
|--|----------------|----------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 2,151 | 1,844 | 308 |
| Operating Expenses | 3,101 | 2,973 | (128) |
| Operating Income | (950) | (1,129) | 179 |
| Depreciation | 3,729 | 4,055 | 326 |
| Non Oper. (Inc)/Exp | (0) | 0 | 0 |
| Net Operating Income (Loss) | (4,679) | (5,184) | 505 |

Year-to-date Portsmouth Airport revenues are higher than budget by \$308,000 (16.7%). Favorable line items include parking fees, fuel flowage fees, concession fees and lease option revenue. PSM year-to-date expenses are \$128,000 (4.3%) over budget mainly driven by higher electricity costs and to a lesser extent full-time wages and overtime.

Skyhaven Airport

| Skyhaven (DAW) | | | |
|------------------------------------|---------------|---------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 198 | 176 | 23 |
| Operating Expenses | 214 | 215 | 1 |
| Operating Income | (16) | (39) | 23 |
| Depreciation | 343 | 397 | 54 |
| Non Oper. (Inc)/Exp | 0 | 0 | 0 |
| Net Operating Income (Loss) | (359) | (436) | 77 |

Year-to-date revenue for Skyhaven is favorable by \$23,000 (12.9%) mainly derived from higher fuel sales. Total gallons sold on a year-to-date basis are 6.5% lower than the prior year (11,958 gallons FY23 vs. 12,798 gallons in FY22). However, fuel prices have increased 23.5% since April 2022 resulting in higher fuel revenue as well as expense.

Tradeport

| Tradeport | | | |
|------------------------------------|---------------|---------------|-------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 8,037 | 8,054 | (17) |
| Operating Expenses | 439 | 472 | 33 |
| Operating Income | 7,598 | 7,582 | 16 |
| Depreciation | 615 | 737 | 122 |
| Non Oper. (Inc)/Exp | 0 | 0 | 0 |
| Net Operating Income (Loss) | 6,983 | 6,846 | 138 |

Tradeport operating revenue is under budget by \$17,000 and is related to 'other miscellaneous revenue', but offset by higher facility rental revenue. Year-to-date operating expenses are favorable by \$33,000, mainly driven by cost underruns in building and facilities.

Golf Course

| Pease Golf Course | | | |
|------------------------------------|-----------------------|-----------------------|---------------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 2,696 | 2,557 | 138 |
| Operating Expenses | 1,995 | 1,952 | (43) |
| Operating Income | 701 | 606 | 95 |
| Depreciation | 314 | 302 | (11) |
| Non Oper. (Inc)/Exp | (0) | (0) | 0 |
| Net Operating Income (Loss) | 388 | 304 | 84 |

With the golf course fully open, revenues are strong. For the month of April, revenue was 41% favorable to budget and 5.4% favorable year to date. Operating expenses are over budget by \$43,000 and include higher expenditures for equipment repairs, credit card fees and golf cart rental fees.

Division of Ports and Harbors-Unrestricted

| Division of Ports and Harbors (Unrestricted) | | | |
|---|-----------------------|-----------------------|---------------------------------|
| (\$ 000's) | YTD Actual | YTD Budget | Variance Fav (unfav) |
| Operating Revenues | 2,558 | 1,974 | 584 |
| Operating Expenses | 2,326 | 2,249 | (76) |
| Operating Income | 232 | (275) | 507 |
| Depreciation | 518 | 506 | (12) |
| Non Oper. (Inc)/Exp | (3) | (2) | 0 |
| Net Operating Income (Loss) | (284) | (779) | 496 |

Year-to-date revenue at the DPH continues to perform solidly with revenue coming in higher than budget by \$584,000 (29.6%). Fuel sales and wharfage and dockage fees are the main contributors. Consequently, expense overruns of \$76,000 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 4/30/2023 | As of 4/30/2022 |
|---------------------------------------|----------------------------|----------------------------|
| Assets | | |
| Current Assets | 21,174 | 18,273 |
| Restricted Assets | 1,544 | 1,516 |
| Non-Current Assets | 293,516 | 264,429 |
| Total Assets | 316,234 | 284,218 |
| Deferred Outflows of Resources | 3,705 | 4,202 |
| Liabilities | | |
| Current Liabilities | 4,176 | 5,150 |
| Non-Current Liabilities | 12,003 | 14,555 |
| Total Liabilities | 16,179 | 19,704 |
| Deferred Inflows of Resources | 201,506 | 175,253 |
| Net Position | | |
| Net Invest. in Cap Assets | 96,285 | 93,579 |
| Restricted | 1,400 | 1,198 |
| Unrestricted | 4,569 | (1,315) |
| Total Net Position | 102,254 | 93,462 |

PDA's consolidated balance sheet as of April 30th includes current assets totaling \$21.1 million, comprised of \$11.6 million in unrestricted cash, \$8.6 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 \$5.8 million, of which \$5.4 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 \$4.2 million are largely related to trade accounts payable and various accrued expenses.

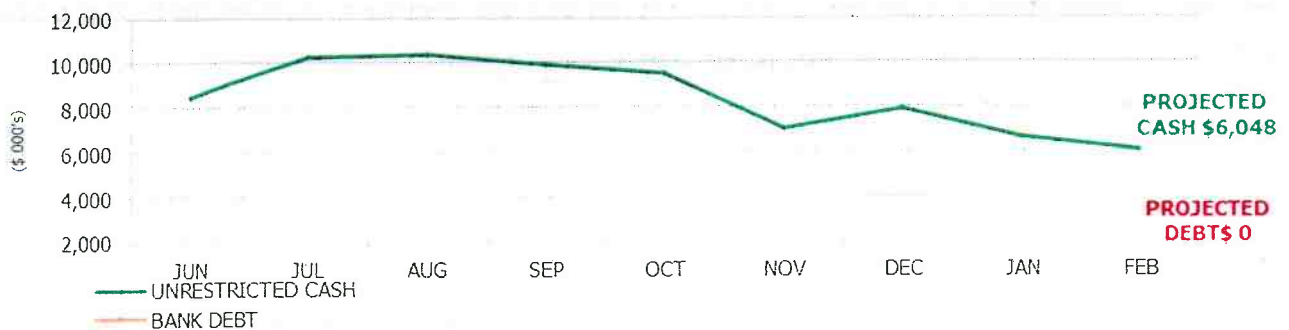
Cash Flow Projections for the Nine Month Period Ending February 28, 2024 (excluding DPH)

During the next nine-month period, cash inflows are projected at \$18.8 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 \$22.1 million and include \$9.9 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 approximately \$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 TEN MONTH PERIOD
ENDING APRIL 30, 2023**



**BOARD OF DIRECTORS MEETING
JUNE 15, 2023**



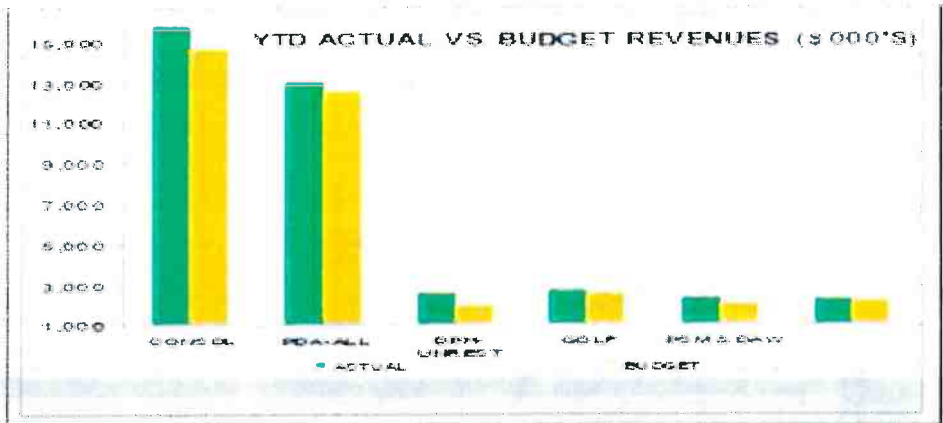
PEASE DEVELOPMENT AUTHORITY

Revenues and Expenditures – Ten Months Ended April 30, 2023

Trends:

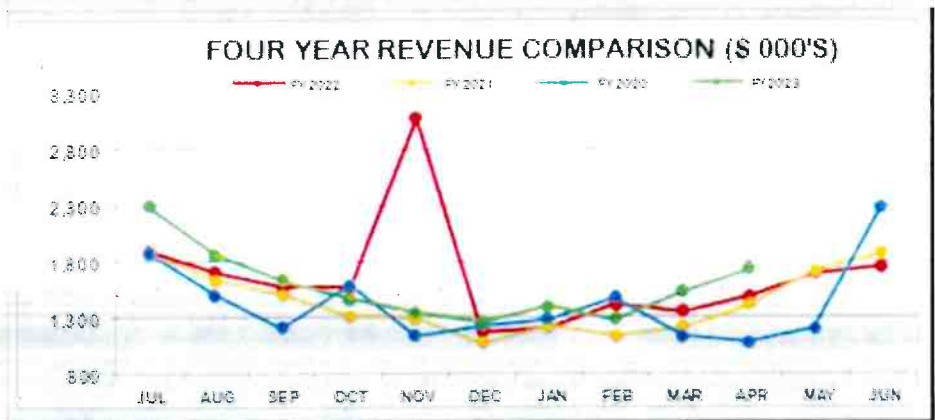
YTD revenue higher by 7.2%:

- Fuel Flowage, Parking fees, Fuel Sales, Concession revenue, and Wharfage & Dockage fees trending higher than budget. .



Trends:

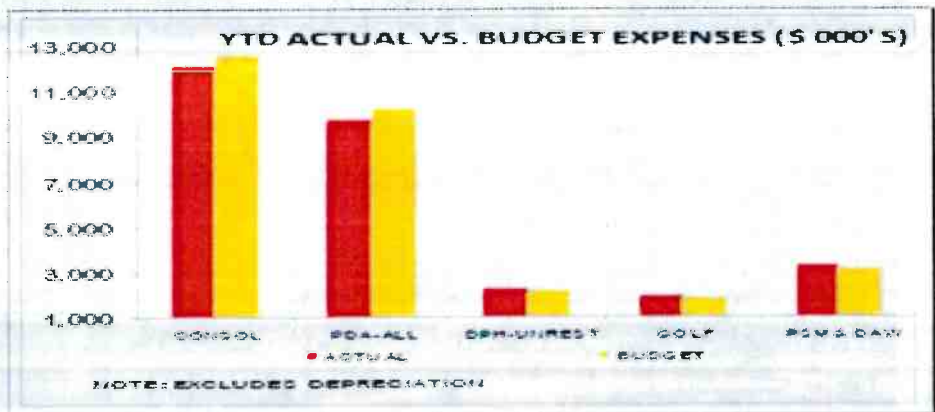
- November 2021 includes sale of 30 NH Ave
- July revenues include annual rent payment-Great Bay Comm. College
- June revenues include increase in Golf fee revenue



Trends:

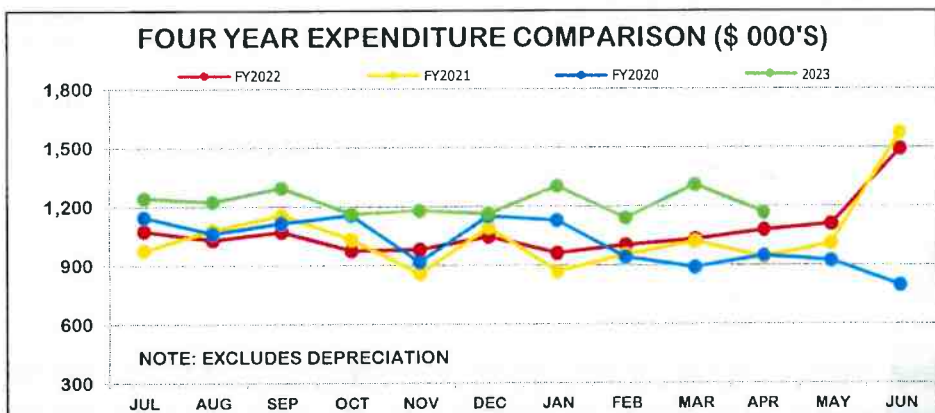
YTD Operating Expenses lower by 4.1%:

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



Trends:

June 2020-June 2022 – Retirement OPEB year end adjustments



Consolidated Statement of Revenues and Expenses
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|-----------------------------------|--------------------------|--------------------------|------------------------------------|---------------|--------------------------|--------------------------|--------------------------------|----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| FACILITIES | \$912,103 | \$910,936 | \$1,167 | 0.1% | \$9,090,335 | \$9,037,591 | \$52,744 | 0.6% |
| CARGO AND HANGARS | 14,565 | 15,343 | (778) | (5.1%) | 141,437 | 139,821 | 1,617 | 1.2% |
| | <u>926,668</u> | <u>926,279</u> | <u>389</u> | <u>0.0%</u> | <u>9,231,772</u> | <u>9,177,412</u> | <u>54,361</u> | <u>0.6%</u> |
| CONCESSION REVENUE | 45,654 | 38,944 | 6,710 | 17.2% | 462,376 | 340,420 | 121,956 | 35.8% |
| FEE REVENUE | | | | | | | | |
| AVIATION FEES | | 74 | (74) | (100.0%) | 112,808 | 115,453 | (2,645) | (2.3%) |
| FUEL FLOWAGE | 73,852 | 71,576 | 2,276 | 3.2% | 520,720 | 416,700 | 104,020 | 25.0% |
| PSM TSALEO REVENUE | 5,300 | 1,856 | 3,444 | 185.5% | 21,220 | 18,564 | 2,656 | 14.3% |
| PSM SECURITY REVENUE | 1,995 | 2,411 | (416) | (17.2%) | 18,200 | 24,106 | (5,906) | (24.5%) |
| GOLF FEES | 249,153 | 147,355 | 101,798 | 69.1% | 1,592,412 | 1,585,564 | 6,848 | 0.4% |
| GOLF SIMULATORS | 5,704 | 6,400 | (696) | (10.9%) | 130,290 | 72,630 | 57,660 | 79.4% |
| GOLF MEMBERSHIPS | 51,058 | 54,375 | (3,317) | (6.1%) | 306,350 | 326,250 | (19,900) | (6.1%) |
| GOLF LESSONS | 3,807 | 4,047 | (240) | (5.9%) | 29,899 | 24,693 | 5,206 | 21.1% |
| MOORING FEES | 39,637 | 38,750 | 887 | 2.3% | 396,371 | 387,500 | 8,871 | 2.3% |
| PARKING | 87,703 | 106,708 | (19,005) | (17.8%) | 543,639 | 481,800 | 61,839 | 12.8% |
| PIER USAGE FEES | 13,891 | 8,417 | 5,474 | 65.0% | 101,952 | 84,167 | 17,785 | 21.1% |
| REGISTRATIONS | 38,242 | 17,918 | 20,324 | 113.4% | 171,111 | 126,467 | 44,644 | 35.3% |
| TERMINAL FEES | | | | - | | | | - |
| WHARFAGE AND DOCKAGE | 84,628 | 63,700 | 20,928 | 32.9% | 630,341 | 368,700 | 261,641 | 71.0% |
| | <u>654,970</u> | <u>523,587</u> | <u>131,384</u> | <u>25.1%</u> | <u>4,575,313</u> | <u>4,032,594</u> | <u>542,718</u> | <u>13.5%</u> |
| FUEL SALES | 24,917 | 30,459 | (5,542) | (18.2%) | 835,712 | 590,056 | 245,657 | 41.6% |
| INTEREST INCOME | | | | | | | | |
| LOAN INTEREST | 3,743 | 2,583 | 1,159 | 44.9% | 29,080 | 25,833 | 3,247 | 12.6% |
| OTHER REVENUES | | | | | | | | |
| MERCHANDISE | 47,913 | 35,883 | 12,030 | 33.5% | 249,353 | 233,825 | 15,528 | 6.6% |
| ALL OTHER | 21,480 | 31,652 | (10,172) | (32.1%) | 415,864 | 343,011 | 72,853 | 21.2% |
| | <u>69,393</u> | <u>67,535</u> | <u>(1,858)</u> | <u>(2.8%)</u> | <u>665,217</u> | <u>576,836</u> | <u>(88,382)</u> | <u>(15.3%)</u> |
| TOTAL OPERATING REVENUE | 1,725,345 | 1,589,387 | 135,957 | 8.6% | 15,799,470 | 14,743,151 | 1,056,320 | 7.2% |
| OPERATING EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| WAGES | | | | | | | | |
| BENEFITED REGULAR | 361,732 | 379,464 | 17,732 | 4.7% | 3,828,737 | 4,049,081 | 220,345 | 5.4% |
| BENEFITED OVERTIME | 16,130 | 12,508 | (3,622) | (29.0%) | 241,124 | 202,334 | (38,790) | (19.2%) |
| NON-BENEFITED REGULAR | 77,268 | 104,289 | 27,021 | 25.9% | 802,677 | 754,659 | (48,019) | (6.4%) |
| NON-BENEFITED OVERTIME | (281) | 1,403 | 1,685 | 120.1% | 29,463 | 37,914 | 8,450 | 22.3% |
| ACCRUED VACATION BENEFITS | 12,725 | 1,008 | (11,716) | (1161.9%) | (778) | 10,083 | 10,861 | 107.7% |
| ACCRUED SICK TIME BENEFITS | 669 | 433 | (236) | (54.5%) | 1,937 | 4,333 | 2,397 | 55.3% |
| | <u>468,243</u> | <u>499,105</u> | <u>30,863</u> | <u>6.2%</u> | <u>4,903,160</u> | <u>5,058,404</u> | <u>155,244</u> | <u>3.1%</u> |
| WAGE TRANSFERS OUT | | | | - | (4,383) | | 4,383 | - |
| | <u>468,243</u> | <u>499,105</u> | <u>30,863</u> | <u>6.2%</u> | <u>4,898,777</u> | <u>5,058,404</u> | <u>159,627</u> | <u>3.2%</u> |
| BENEFITS | | | | | | | | |
| DENTAL INSURANCE | 5,669 | 5,902 | 232 | 3.9% | 54,534 | 59,019 | 4,485 | 7.6% |
| HEALTH INSURANCE | 106,762 | 112,153 | 5,391 | 4.8% | 1,022,319 | 1,121,531 | 99,211 | 8.8% |
| LIFE INSURANCE | 3,367 | 2,676 | (691) | (25.8%) | 28,304 | 26,758 | (1,546) | (5.8%) |
| NEW HAMPSHIRE RETIREMENT | 55,655 | 64,212 | 8,557 | 13.3% | 572,452 | 642,121 | 69,670 | 10.8% |
| POST RETIREMENT BENEFITS | 10,922 | 10,216 | (706) | (6.9%) | 102,364 | 102,162 | (202) | (0.2%) |
| EMPLOYEE DRUG TEST | 220 | 170 | (50) | (29.4%) | 1,478 | 1,700 | 222 | 13.1% |
| OPEB EXPENSE | | | | - | | | | - |
| EMPLOYER FICA | 33,918 | 39,119 | 5,201 | 13.3% | 363,578 | 384,899 | 21,321 | 5.5% |
| UNEMPLOYMENT INS | | | | - | | | | - |
| | <u>216,513</u> | <u>234,448</u> | <u>17,935</u> | <u>7.6%</u> | <u>2,145,029</u> | <u>2,338,190</u> | <u>193,160</u> | <u>8.3%</u> |
| BENEFIT TRANSFERS OUT | | | | - | | | | - |
| | <u>216,513</u> | <u>234,448</u> | <u>17,935</u> | <u>7.6%</u> | <u>2,145,029</u> | <u>2,338,190</u> | <u>193,160</u> | <u>8.3%</u> |
| TOTAL WAGES & BENEFITS | 684,756 | 733,553 | 48,798 | 6.7% | 7,043,806 | 7,396,594 | 352,788 | 4.8% |

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Revenues and Expenses
For the Ten Months Ending April 30, 2023

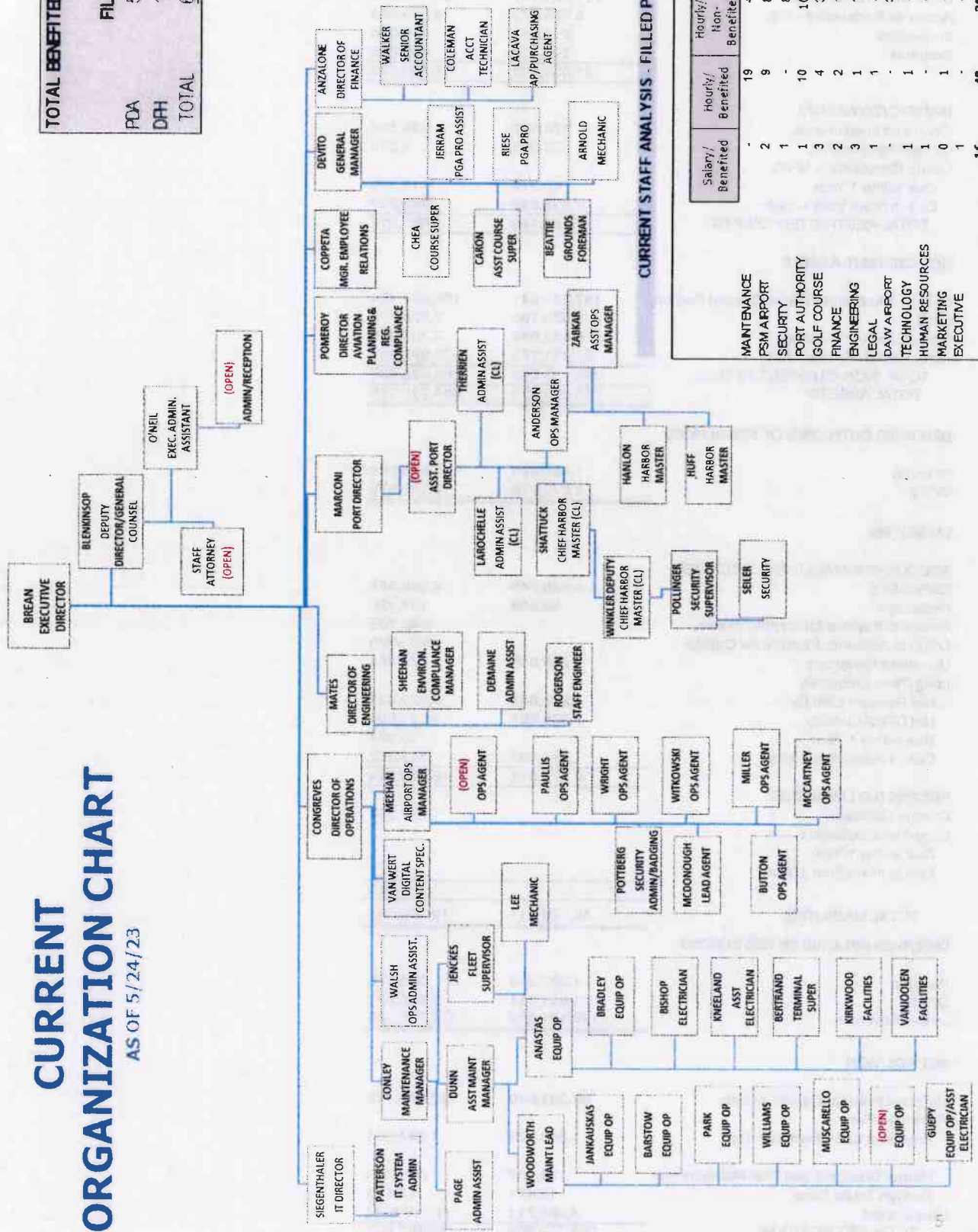
| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|--|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|----------------|
| BUILDING AND FACILITIES | | | | | | | | |
| AIRFIELD MAINTENANCE | 16,837 | 8,284 | (8,552) | (103.2%) | 67,453 | 82,843 | 15,390 | 18.6% |
| COVID-19 | | 590 | 590 | 100.0% | | 5,900 | 5,900 | 100.0% |
| SOIL & VEGETATION CONTROL | 26,132 | 9,637 | (16,495) | (171.2%) | 85,901 | 96,369 | 10,469 | 10.9% |
| ENVIRONMENTAL TESTING | 2,432 | 8,050 | 5,617 | 69.8% | 87,993 | 80,495 | (7,498) | (9.3%) |
| EQUIPMENT MAINTENANCE | 33,849 | 45,267 | 11,418 | 25.2% | 433,896 | 391,301 | (42,595) | (10.9%) |
| FACILITIES MAINTENANCE | 60,167 | 66,674 | 6,507 | 9.8% | 584,395 | 666,738 | 82,343 | 12.4% |
| LANDSCAPING | 3,330 | 2,968 | (362) | (12.2%) | 20,327 | 26,483 | 6,156 | 23.2% |
| NAVIGATION MAINTENANCE | | 4,642 | 4,642 | 100.0% | 4,662 | 46,417 | 41,755 | 90.0% |
| OTHER EXPENSES | | | | - | | | | - |
| SECURITY | 23,178 | 19,893 | (3,284) | (16.5%) | 195,230 | 208,934 | 13,705 | 6.6% |
| SNOW REMOVAL | 3,126 | 30,092 | 26,966 | 89.6% | 185,591 | 211,600 | 26,009 | 12.3% |
| EXPENSE TRANSFERS | | | | - | | | | - |
| | 169,051 | 196,097 | 27,047 | 13.8% | 1,665,448 | 1,817,080 | 151,634 | 8.3% |
| WAGE & BENEFIT TRANSFER IN | | | | - | | | | - |
| | 169,051 | 196,097 | 27,047 | 13.8% | 1,665,448 | 1,817,080 | 151,634 | 8.3% |
| GENERAL AND ADMINISTRATIVE | | | | | | | | |
| BAD DEBT EXPENSE | | 42 | 42 | 100.0% | | 417 | 417 | 100.0% |
| BANK FEES | 14,436 | 7,657 | (6,779) | (88.5%) | 135,569 | 68,341 | (67,228) | (98.4%) |
| COMPUTER EXPENSES | 4,547 | 5,788 | 1,241 | 21.4% | 46,620 | 58,383 | 11,763 | 20.1% |
| DISCOUNTS AND LATE FEES | (679) | (171) | 508 | (297.3%) | (2,920) | (1,708) | 1,212 | (71.0%) |
| EQUIPMENT UNDER \$5,000 | 5,452 | 5,993 | 541 | 9.0% | 44,070 | 59,927 | 15,856 | 26.5% |
| FEES AND LICENSES | 3,972 | 7,018 | 3,046 | 43.4% | 32,338 | 70,942 | 38,603 | 54.4% |
| INSURANCE | 35,478 | 43,752 | 8,274 | 18.9% | 394,481 | 371,298 | (23,182) | (6.2%) |
| OFFICE EQUIPMENT | 1,984 | 1,834 | (151) | (8.2%) | 22,224 | 18,336 | (3,888) | (21.2%) |
| PROFESSIONAL DEVELOPMENT | 2,364 | 4,788 | 2,424 | 50.6% | 20,705 | 47,879 | 27,174 | 56.8% |
| SUPPLIES | 4,718 | 8,829 | 4,112 | 46.6% | 64,512 | 88,293 | 23,781 | 26.9% |
| TELEPHONES AND COMMUNICATIONS | 14,508 | 13,272 | (1,236) | (9.3%) | 154,952 | 132,719 | (22,232) | (16.8%) |
| TRAVEL AND MILEAGE | 7,005 | 4,092 | (2,914) | (71.2%) | 17,980 | 40,917 | 22,936 | 56.1% |
| OTHER EXPENSES | 1,223 | 5,659 | 4,436 | 78.4% | 45,736 | 56,587 | 10,851 | 19.2% |
| | 95,008 | 108,553 | 13,543 | 12.5% | 976,267 | 1,012,331 | 36,063 | 3.6% |
| UTILITIES | | | | | | | | |
| ELECTRICITY | 85,558 | 55,139 | (30,419) | (55.2%) | 742,495 | 552,338 | (190,157) | (34.4%) |
| ELECTRICITY TRANSFERS | | | | - | | | | - |
| HEATING OIL | 346 | | (346) | - | 1,611 | 4,778 | 3,167 | 66.3% |
| NATURAL GAS | 9,484 | 9,151 | (333) | (3.6%) | 74,459 | 70,986 | (3,473) | (4.9%) |
| NATURAL GAS TRANSFERS | | | | - | | | | - |
| PROPANE | 4,365 | 7,212 | 2,847 | 39.5% | 46,191 | 54,159 | 7,968 | 14.7% |
| WASTE REMOVAL | 4,232 | 9,269 | 5,037 | 54.3% | 46,766 | 92,589 | 45,824 | 49.5% |
| WASTE REMOVAL TRANSFERS | | | | - | | | | - |
| WATER | 609 | 2,841 | 2,232 | 78.6% | 61,235 | 103,288 | 42,053 | 40.7% |
| WATER TRANSFERS | | | | - | | | | - |
| | 104,594 | 83,612 | (20,982) | (25.1%) | 972,757 | 878,138 | (94,619) | (10.8%) |
| PROFESSIONAL SERVICES | | | | | | | | |
| AUDIT | 11,875 | | (11,875) | - | 89,577 | 63,400 | (26,177) | (41.3%) |
| INFORMATION TECHNOLOGY | 9,562 | 9,722 | 160 | 1.6% | 94,118 | 97,223 | 3,105 | 3.2% |
| LEGAL | 6,613 | 10,767 | 4,154 | 38.6% | 47,798 | 107,667 | 59,868 | 55.6% |
| LEGAL PERMIT IMPLEMENT | 12,383 | 14,583 | 2,200 | 15.1% | 68,609 | 145,833 | 77,225 | 53.0% |
| ADMINISTRATIVE SERVICES | 3,558 | 5,917 | 2,359 | 39.9% | 44,623 | 59,167 | 14,543 | 24.6% |
| | 43,991 | 40,989 | (3,002) | (7.3%) | 344,725 | 473,290 | 128,565 | 27.2% |
| MARKETING AND PROMOTION | | | | | | | | |
| ADVERTISING | 5,280 | 4,489 | (791) | (17.6%) | 33,180 | 44,885 | 11,705 | 26.1% |
| OTHER MARKETING | 6,300 | 25,588 | 19,288 | 75.4% | 104,495 | 255,883 | 151,389 | 59.2% |
| FLIGHT INCENTIVES | | | | - | | | | - |
| | 11,580 | 30,077 | 18,497 | 61.5% | 137,675 | 300,768 | 163,094 | 54.2% |
| OTHER OPERATING EXPENSES | | | | | | | | |
| COAST TROLLEY | 10,000 | 10,000 | | - | 100,000 | 100,000 | | - |
| FUEL | 20,346 | 25,970 | 5,623 | 21.7% | 654,675 | 499,706 | (154,969) | (31.0%) |
| GOLF CART LEASE | 85 | | (85) | - | 103,668 | 51,000 | (52,668) | (103.3%) |
| MERCHANDISE | 27,852 | 26,913 | (940) | (3.5%) | 185,194 | 175,369 | (9,825) | (5.6%) |
| | 58,283 | 62,883 | 4,599 | 7.3% | 1,043,537 | 826,075 | (217,463) | (26.3%) |
| TOTAL OPERATING EXPENSES | 1,167,263 | 1,255,764 | 88,498 | 7.0% | 12,184,215 | 12,704,276 | 520,060 | 4.1% |
| OPERATING INCOME/(LOSS) | 658,082 | 333,623 | 224,456 | 67.3% | 3,615,255 | 2,038,876 | 1,576,380 | 77.3% |
| DEPRECIATION | 559,474 | 767,144 | 207,670 | 27.1% | 5,657,013 | 6,125,149 | 468,135 | 7.6% |
| AMORTIZATION | | | | - | | | | - |
| NON-OPERATING (INCOME)/EXPENSES | | | | | | | | |
| INTEREST EXPENSE | | 833 | 833 | 100.0% | | 8,333 | 8,333 | 100.0% |
| INTEREST INCOME | (8,243) | (735) | 7,508 | (1021.1%) | (41,974) | (7,353) | 34,620 | (470.8%) |
| NON-OPERATING GRANT FUNDING | | | | - | | | | - |
| GAIN/LOSS ON ASSETS | | | | - | | | | - |
| OTHER NON-OPERATING | | | | - | | | | - |
| | (8,243) | 98 | 8,341 | 8511.7% | (41,974) | 980 | 42,954 | 4383.0% |
| NET OPERATING INCOME/(LOSS) | 6,851 | (433,619) | 440,467 | (101.6%) | (1,999,784) | (4,087,254) | 2,087,469 | (51.1%) |

CURRENT ORGANIZATION CHART

AS OF 5/24/23

TOTAL BENEFITED POSITIONS

| | | |
|--------------|---------------|-------------|
| | FILLED | OPEN |
| FDA | 53 | 4 |
| DPH | 11 | 1 |
| TOTAL | 64 | 5 |



CURRENT STAFF ANALYSIS - FILLED POSITIONS

| | Salary/ Benefited | Hourly/ Benefited | Hourly/ Non-Benefited | Seasonal | TOTAL |
|-----------------|-------------------|-------------------|-----------------------|-----------|------------|
| MAINTENANCE | - | 19 | 4 | 4 | 27 |
| PSM AIRPORT | 2 | 9 | 8 | - | 19 |
| SECURITY | 1 | - | 8 | - | 9 |
| PORT AUTHORITY | 1 | 10 | 10 | 11 | 32 |
| GOLF COURSE | 3 | 4 | 3 | 38 | 48 |
| FINANCE | 2 | 2 | 1 | - | 5 |
| ENGINEERING | 3 | 1 | 1 | - | 5 |
| LEGAL | 1 | 1 | - | - | 2 |
| DAW AIRPORT | - | - | 3 | - | 3 |
| TECHNOLOGY | 1 | 1 | - | - | 2 |
| HUMAN RESOURCES | 1 | - | - | - | 1 |
| MARKETING | 0 | 1 | - | - | 1 |
| EXECUTIVE | 1 | - | - | - | 1 |
| TOTAL | 16 | 48 | 38 | 53 | 155 |

PEASE DEVELOPMENT AUTHORITY
Consolidated Statement of Net Position
For the Ten Months Ending April 30, 2023

| | 2023 | 2022 |
|--|--------------------|--------------------|
| | Ending | Ending |
| ASSETS | | |
| Cash and Investments | \$11,581,007 | \$9,367,523 |
| Accounts Receivable - Net | 8,595,772 | 8,039,406 |
| Inventories | 511,311 | 439,074 |
| Prepays | 370,733 | 308,225 |
| | <u>21,058,823</u> | <u>18,154,229</u> |
| RESTRICTED ASSETS | | |
| Cash and Investments | 478,132 | 529,594 |
| Current Receivables | 70,625 | 1,250 |
| Loans Receivable - NHFL | | |
| Due within 1 Year | 115,376 | 118,578 |
| Due in more than 1 Year | 995,356 | 985,593 |
| TOTAL RESTRICTED ASSETS | <u>1,659,488</u> | <u>1,635,014</u> |
| NON-CURRENT ASSETS | | |
| Leases Receivable-Net of Current Portion | 197,230,941 | 169,907,424 |
| Land | 7,520,786 | 7,520,786 |
| Construction-in-Process | 6,532,084 | 7,707,999 |
| Other Capital Assets - Net | 82,231,770 | 79,292,697 |
| TOTAL NON-CURRENT ASSETS | <u>293,515,582</u> | <u>264,428,907</u> |
| TOTAL ASSETS | <u>316,233,893</u> | <u>284,218,150</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| Pension | 1,424,984 | 2,008,286 |
| OPEB | 2,279,876 | 2,193,378 |
| | <u>3,704,860</u> | <u>4,201,664</u> |
| LIABILITIES | | |
| ACCOUNTS PAYABLE AND ACCRUED EXPENSES | | |
| Retainage | 3,349,749 | 4,003,588 |
| Accounts Payable for Capital Assets | 59,958 | 157,120 |
| Offset to Accounts Payable for Capital | | 942,705 |
| (942,705) | | |
| Unearned Revenues | 766,016 | 775,451 |
| Long-Term Liabilities | | |
| Net Pension Liability | 4,279,644 | 6,170,435 |
| Net OPEB Liability | 7,378,664 | 8,041,994 |
| Due within 1 Year | | 90,924 |
| Due in more than 1 Year | 344,480 | 342,302 |
| | <u>16,178,511</u> | <u>19,581,814</u> |
| RESTRICTED LIABILITIES | | |
| Current Liabilities | | 122,583 |
| Long-Term Liabilities | | |
| Due within 1 Year | | |
| Due in more than 1 Year | | |
| | | <u>122,583</u> |
| TOTAL LIABILITIES | <u>16,178,511</u> | <u>19,704,398</u> |
| DEFERRED INFLOWS OF RESOURCES | | |
| 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>2,809,384</u> |
| NET POSITION | | |
| Net Investment in Capital Assets | 96,284,640 | 93,578,778 |
| Restricted For: | | |
| Revolving Loan Fishery Fund | 1,263,820 | 1,247,001 |
| Harbor Dredging and Pier Maintenance | 121,157 | (61,598) |
| Foreign Trade Zone | 15,471 | 12,456 |
| Unrestricted | 4,568,711 | (1,314,605) |
| TOTAL NET POSITION | <u>102,253,800</u> | <u>93,462,032</u> |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - PORTSMOUTH AIRPORT incl Security
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|---------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | \$57,088 | \$55,145 | \$1,943 | 3.5% | \$681,815 | \$673,093 | \$8,722 | 1.3% |
| CARGO AND HANGARS | \$2,661 | \$2,552 | \$109 | 4.3% | \$26,267 | \$25,491 | \$776 | 3.0% |
| CONCESSION REVENUE | \$6,694 | \$8,620 | (\$1,926) | (22.3%) | \$86,852 | \$43,727 | \$43,125 | 98.6% |
| FEE REVENUE | \$154,010 | \$173,329 | (\$19,319) | (11.1%) | \$1,067,994 | \$933,782 | \$134,212 | 14.4% |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | \$16,412 | \$16,767 | (\$355) | (2.1%) | \$288,349 | \$167,670 | \$120,679 | 72.0% |
| TOTAL OPERATING REVENUES | 236,865 | 256,413 | (19,548) | (7.6%) | 2,151,277 | 1,843,763 | 307,514 | 16.7% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 122,471 | 122,561 | 90 | 0.1% | 1,171,540 | 1,139,268 | (32,272) | (2.8%) |
| BUILDING AND FACILITIES | 64,387 | 105,322 | 40,935 | 38.9% | 912,390 | 939,287 | 26,897 | 2.9% |
| GENERAL AND ADMINISTRATIVE | 39,080 | 37,000 | (2,080) | (5.6%) | 345,338 | 341,448 | (3,890) | (1.1%) |
| UTILITIES | 77,248 | 43,432 | (33,816) | (77.9%) | 567,513 | 418,017 | (149,496) | (35.8%) |
| PROFESSIONAL SERVICES | 2,700 | 4,917 | 2,217 | 45.1% | 35,432 | 49,167 | 13,735 | 27.9% |
| MARKETING AND PROMOTION | 2,152 | 8,542 | 6,390 | 74.8% | 68,820 | 85,417 | 16,597 | 19.4% |
| OTHER OPERATING EXPENSES | | | | | | | | |
| TOTAL OPERATING EXPENSES | 308,038 | 321,774 | 13,736 | 4.3% | 3,101,033 | 2,972,604 | (128,429) | (4.3%) |
| OPERATING INCOME | (71,173) | (65,361) | (5,812) | (8.9%) | (949,756) | (1,128,841) | 179,085 | 15.9% |
| NON-OPERATING (INCOME) EXPENSE | (1) | 0 | 1 | - | (1) | 0 | 1 | - |
| DEPRECIATION | 367,410 | 562,658 | 195,248 | 34.7% | 3,729,198 | 4,055,236 | 326,038 | 8.0% |
| NET OPERATING INCOME | (438,582) | (628,019) | (189,437) | 30.2% | (4,678,953) | (5,184,077) | (505,124) | 9.7% |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - SKYHAVEN AIRPORT
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|----------------|--------------------------|--------------------------|--------------------------------|----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | 11,904 | 12,791 | (887) | (6.9%) | 115,170 | 114,330 | 840 | 0.7% |
| CONCESSION REVENUE | | 250 | (250) | (100.0%) | 3,034 | 2,500 | 534 | 21.4% |
| FEE REVENUE | | 74 | (74) | (100.0%) | 5,278 | 7,453 | (2,175) | (29.2%) |
| FUEL SALES | 5,035 | 4,730 | 305 | 6.4% | 73,638 | 50,402 | 23,236 | 46.1% |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | 50 | 92 | (42) | (45.5%) | 1,075 | 917 | 158 | 17.3% |
| TOTAL OPERATING REVENUES | 16,989 | 17,937 | (947) | (5.3%) | 198,195 | 175,602 | 22,594 | 12.9% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 3,163 | 3,902 | 739 | 18.9% | 43,788 | 41,135 | (2,654) | (6.5%) |
| BUILDING AND FACILITIES | 1,905 | 4,109 | 2,204 | 53.6% | 34,149 | 42,463 | 8,314 | 19.6% |
| GENERAL AND ADMINISTRATIVE | 3,308 | 5,247 | 1,939 | 37.0% | 37,350 | 47,076 | 9,726 | 20.7% |
| UTILITIES | 4,935 | 3,489 | (1,446) | (41.4%) | 32,528 | 33,372 | 844 | 2.5% |
| PROFESSIONAL SERVICES | 604 | 385 | (219) | (56.7%) | 4,921 | 6,753 | 1,832 | 27.1% |
| MARKETING AND PROMOTION | | 292 | 292 | 100.0% | 675 | 2,917 | 2,242 | 76.9% |
| OTHER OPERATING EXPENSES | 4,254 | 4,100 | (154) | (3.7%) | 60,438 | 41,000 | (19,438) | (47.4%) |
| TOTAL OPERATING EXPENSES | 18,169 | 21,524 | 3,356 | 15.6% | 213,849 | 214,716 | 865 | 0.4% |
| OPERATING INCOME | (1,180) | (3,587) | 2,409 | (67.1%) | (15,654) | (39,114) | 23,459 | (60.0%) |
| NON-OPERATING (INCOME) EXPENSE | | | | | | | | |
| DEPRECIATION | 33,947 | 38,896 | 4,950 | 12.7% | 342,901 | 396,911 | 54,010 | 13.6% |
| NET OPERATING INCOME | (35,127) | (42,483) | 7,359 | (17.3%) | (358,555) | (436,025) | 77,469 | (17.8%) |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - TRADEPORT OPERATIONS
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|---------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | \$806,642 | \$801,897 | \$4,745 | 0.6% | \$8,013,140 | \$7,970,477 | \$42,663 | 0.5% |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | | | | | | | | |
| FEE REVENUE | | | | | | | | |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | 3,456 | 8,333 | (4,878) | (58.5%) | 24,004 | 83,333 | (59,330) | (71.2%) |
| TOTAL OPERATING REVENUES | 810,098 | 810,230 | (133) | (0.0%) | 8,037,144 | 8,053,810 | (16,667) | (0.2%) |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| BUILDING AND FACILITIES | 12,294 | 18,338 | 6,044 | 33.0% | 163,670 | 193,903 | 30,233 | 15.6% |
| GENERAL AND ADMINISTRATIVE | 7,183 | 10,523 | 3,340 | 31.7% | 79,084 | 81,126 | 2,042 | 2.5% |
| UTILITIES | 9,545 | 9,412 | (133) | (1.4%) | 94,281 | 94,718 | 437 | 0.5% |
| PROFESSIONAL SERVICES | 36 | | (36) | 0 | 36 | | (36) | 0 |
| MARKETING AND PROMOTION | 1,546 | 192 | (1,354) | (706.6%) | 1,907 | 1,917 | 10 | 0.5% |
| OTHER OPERATING EXPENSES | 10,000 | 10,000 | | - | 100,000 | 100,000 | | - |
| TOTAL OPERATING EXPENSES | 40,604 | 48,465 | 7,861 | 16.2% | 438,978 | 471,664 | 32,687 | 6.9% |
| OPERATING INCOME | 769,494 | 761,765 | 7,728 | 1.0% | 7,598,166 | 7,582,146 | 16,020 | 0.2% |
| NON-OPERATING (INCOME) EXPENSE | | | | | | | | |
| DEPRECIATION | 60,836 | 71,992 | 11,156 | 15.5% | 615,105 | 736,616 | 121,511 | 16.5% |
| NET OPERATING INCOME | 708,658 | 689,773 | 18,884 | 2.7% | 6,983,061 | 6,845,530 | 137,531 | 2.0% |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - GOLF COURSE
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|---------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | 38,960 | 30,074 | 8,886 | 29.5% | 369,491 | 291,194 | 78,297 | 26.9% |
| FEE REVENUE | 309,722 | 212,177 | 97,546 | 46.0% | 2,058,950 | 2,009,137 | 49,813 | 2.5% |
| FUEL SALES | | | | | | | | |
| INTEREST | | | | | | | | |
| MERCHANDISE | 47,913 | 35,883 | 12,030 | 33.5% | 249,353 | 233,825 | 15,528 | 6.6% |
| OTHER REVENUE | 176 | 2,333 | (2,158) | (92.5%) | 18,010 | 23,333 | (5,324) | (22.8%) |
| TOTAL OPERATING REVENUES | 396,771 | 280,467 | 116,303 | 41.5% | 2,695,804 | 2,557,489 | 138,315 | 5.4% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 99,895 | 113,923 | 14,029 | 12.3% | 973,184 | 1,010,395 | 37,211 | 3.7% |
| BUILDING AND FACILITIES | 53,477 | 24,683 | (28,795) | (116.7%) | 302,474 | 264,526 | (37,947) | (14.3%) |
| GENERAL AND ADMINISTRATIVE | 21,772 | 20,699 | (1,073) | (5.2%) | 206,644 | 189,578 | (17,066) | (9.0%) |
| UTILITIES | 9,841 | 11,396 | 1,555 | 13.6% | 159,205 | 199,297 | 40,092 | 20.1% |
| PROFESSIONAL SERVICES | 3,217 | 2,818 | (399) | (14.2%) | 30,206 | 31,180 | 974 | 3.1% |
| MARKETING AND PROMOTION | 1,562 | 3,034 | 1,472 | 48.5% | 33,979 | 30,342 | (3,637) | (12.0%) |
| OTHER OPERATING EXPENSES | 27,937 | 26,913 | (1,025) | (3.8%) | 288,862 | 226,369 | (62,494) | (27.6%) |
| TOTAL OPERATING EXPENSES | 217,701 | 203,466 | (14,235) | (7.0%) | 1,994,554 | 1,951,687 | (42,867) | (2.2%) |
| OPERATING INCOME | 179,070 | 77,001 | 102,068 | 132.6% | 701,250 | 605,802 | 95,447 | 15.8% |
| NON-OPERATING (INCOME) EXPENSE | (92) | (17) | 75 | (451.5%) | (180) | (167) | 13 | (8.1%) |
| DEPRECIATION | 31,173 | 29,979 | (1,194) | (4.0%) | 313,648 | 302,448 | (11,200) | (3.7%) |
| NET OPERATING INCOME | 147,989 | 47,039 | 100,950 | 214.6% | 387,782 | 303,521 | 84,261 | 27.8% |

| BUSINESS UNIT ANALYSIS | PRO SHOP | COURSE OPERATIONS | FOOD/BEV | SIMULATOR | TOTAL |
|--|--------------|----------------------|----------------|---------------|----------------|
| OPERATING REVENUES | 249,353 | 1,934,474 | 381,687 | 130,290 | 2,695,804 |
| OPERATING EXPENSES* *Excluding Depreciation | 243,156 | 1,551,192 | 143,830 | 56,376 | 1,994,554 |
| OPERATING INCOME | 6,197 | 383,282 | 237,857 | 73,914 | 701,250 |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - DIVISION OF PORTS AND HARBORS-UNRESTRICTED
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|-----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | \$48,374 | \$53,894 | (\$5,520) | (10.2%) | \$383,380 | \$382,021 | \$1,359 | 0.4% |
| CARGO AND HANGARS | | | | - | | | | - |
| CONCESSION REVENUE | | | | - | 3,000 | 3,000 | | - |
| FEE REVENUE | 168,394 | 124,490 | 43,904 | 35.3% | 1,293,809 | 947,052 | 346,757 | 36.6% |
| FUEL SALES | 19,882 | 25,729 | (5,847) | (22.7%) | 762,074 | 539,653 | 222,421 | 41.2% |
| INTEREST | | | | - | | | | - |
| MERCHANDISE | | | | - | | | | - |
| OTHER REVENUE | 6,931 | 7,568 | (637) | (8.4%) | 115,587 | 102,178 | 13,409 | 13.1% |
| TOTAL OPERATING REVENUES | 243,581 | 211,681 | 31,900 | 15.1% | 2,557,850 | 1,973,904 | 583,946 | 29.6% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | 124,025 | 123,808 | (218) | (0.2%) | 1,306,725 | 1,302,894 | (3,831) | (0.3%) |
| BUILDING AND FACILITIES | 23,070 | 28,396 | 5,327 | 18.8% | 165,497 | 222,965 | 57,468 | 25.8% |
| GENERAL AND ADMINISTRATIVE | 11,134 | 9,878 | (1,256) | (12.7%) | 116,391 | 102,460 | (13,930) | (13.6%) |
| UTILITIES | 2,105 | 15,756 | 13,650 | 86.6% | 115,006 | 131,472 | 16,466 | 12.5% |
| PROFESSIONAL SERVICES | 2,209 | 1,270 | (940) | (74.0%) | 25,261 | 28,197 | 2,935 | 10.4% |
| MARKETING AND PROMOTION | 1,033 | 268 | (765) | (285.8%) | 2,725 | 2,677 | (48) | (1.8%) |
| OTHER OPERATING EXPENSES | 16,093 | 21,870 | 5,777 | 26.4% | 594,237 | 458,706 | (135,531) | (29.5%) |
| TOTAL OPERATING EXPENSES | 179,669 | 201,246 | 21,577 | 10.7% | 2,325,842 | 2,249,371 | (76,472) | (3.4%) |
| OPERATING INCOME | 63,912 | 10,435 | 53,477 | 512.4% | 232,008 | (275,467) | 507,474 | (184.2%) |
| NON-OPERATING (INCOME) EXPENSE | (695) | (183) | 512 | (279.2%) | (2,549) | (1,833) | 716 | (39.1%) |
| DEPRECIATION | 52,599 | 49,819 | (2,780) | (5.6%) | 518,087 | 505,802 | (12,285) | (2.4%) |
| NET OPERATING INCOME | 12,008 | (39,201) | 51,208 | (130.6%) | (283,530) | (779,436) | 495,905 | (63.6%) |

| BUSINESS UNIT ANALYSIS | RYE HARBOR | HAMPTON HARBOR | PORTS. FISH PIER | MARKET ST. | HARBOR MGMT | ADMIN | TOTAL |
|-------------------------------|-----------------------|---------------------------|-----------------------------|-----------------------|------------------------|------------------|----------------|
| OPERATING REVENUES | 311,116 | 342,821 | 355,860 | 974,084 | 559,573 | 14,396 | 2,557,850 |
| OPERATING EXPENSES* | 323,478 | 421,165 | 392,814 | 408,121 | 360,742 | 419,522 | 2,325,842 |
| *Excluding Depreciation | | | | | | | |
| OPERATING INCOME | (12,362) | (78,344) | (36,954) | 565,963 | 198,831 | (405,126) | 232,008 |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - FOREIGN TRADE ZONE
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|---------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | - | - | - | - | \$12,000 | \$12,000 | - | - |
| CARGO AND HANGARS | - | - | - | - | - | - | - | - |
| CONCESSION REVENUE | - | - | - | - | - | - | - | - |
| FEE REVENUE | - | - | - | - | - | - | - | - |
| FUEL SALES | - | - | - | - | - | - | - | - |
| INTEREST | - | - | - | - | - | - | - | - |
| MERCHANDISE | - | - | - | - | - | - | - | - |
| OTHER REVENUE | - | - | - | - | - | - | - | - |
| TOTAL OPERATING REVENUES | - | - | - | - | 12,000 | 12,000 | - | - |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | - | - | - | - | - | - | - | - |
| BUILDING AND FACILITIES | - | - | - | - | - | - | - | - |
| GENERAL AND ADMINISTRATIVE UTILITIES | - | 104 | 104 | 100.0% | 1,250 | 1,042 | (208) | (20.0%) |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - |
| MARKETING AND PROMOTION | - | 708 | 708 | 100.0% | 6,202 | 7,083 | 882 | 12.4% |
| OTHER OPERATING EXPENSES | - | - | - | - | - | - | - | - |
| TOTAL OPERATING EXPENSES | - | 812 | 813 | 100.0% | 7,452 | 8,125 | 673 | 8.3% |
| OPERATING INCOME | - | (812) | 813 | (100.0%) | 4,548 | 3,875 | 673 | 17.4% |
| NON-OPERATING (INCOME) EXPENSE DEPRECIATION | 0 | 0 | 0 | 42.4% | (4) | (3) | 1 | (15.2%) |
| NET OPERATING INCOME | 0 | (812) | 812 | (100.0%) | 4,552 | 3,878 | 674 | 17.4% |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - HARBOR DREDGING
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---|--------------------------|--------------------------|------------------------------------|-----------------|--------------------------|--------------------------|--------------------------------|-----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | - | - | - | - | - | - | - | - |
| CARGO AND HANGARS | - | - | - | - | - | - | - | - |
| CONCESSION REVENUE | - | - | - | - | - | - | - | - |
| FEE REVENUE | 15,549 | 9,250 | 6,299 | 68.1% | 109,861 | 92,500 | 17,361 | 18.8% |
| FUEL SALES | - | - | - | - | - | - | - | - |
| INTEREST | - | - | - | - | - | - | - | - |
| MERCHANDISE | - | - | - | - | - | - | - | - |
| OTHER REVENUE | 1,750 | 750 | 1,000 | 133.3% | 8,260 | 7,500 | 760 | 10.1% |
| TOTAL OPERATING REVENUES | 17,299 | 10,000 | 7,299 | 73.0% | 118,121 | 100,000 | 18,121 | 18.1% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | - | - | - | - | - | - | - | - |
| BUILDING AND FACILITIES | 689 | 5,917 | 5,228 | 88.4% | 5,289 | 59,167 | 53,878 | 91.1% |
| GENERAL AND ADMINISTRATIVE UTILITIES | 25 | 2,000 | 1,975 | 98.8% | 25 | 20,000 | 19,976 | 99.9% |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - |
| MARKETING AND PROMOTION | - | - | - | - | - | - | - | - |
| OTHER OPERATING EXPENSES | - | - | - | - | - | - | - | - |
| TOTAL OPERATING EXPENSES | 714 | 7,917 | 7,203 | 91.0% | 5,314 | 79,167 | 73,853 | 93.3% |
| OPERATING INCOME | 16,585 | 2,083 | 14,501 | 696.1% | 112,807 | 20,833 | 91,974 | 441.5% |
| NON-OPERATING (INCOME) EXPENSE DEPRECIATION | (86) | (35) | 51 | (146.4%) | (330) | (350) | (20) | 5.8% |
| | 5,881 | 5,833 | (47) | (0.8%) | 59,132 | 58,333 | (799) | (1.4%) |
| NET OPERATING INCOME | 10,790 | (3,715) | 14,505 | (390.4%) | 54,005 | (37,150) | 91,155 | (245.4%) |

PEASE DEVELOPMENT AUTHORITY
Statement of Revenues and Expenses - REVOLVING LOAN FUND
For the Ten Months Ending April 30, 2023

| | Actual Apr FY 2023 | Budget Apr FY 2023 | Variance From Monthly Budget | % Variance | Actual YTD FY 2023 | Budget YTD FY 2023 | Variance From YTD Budget | % Variance |
|---------------------------------|--------------------------|--------------------------|------------------------------------|---------------|--------------------------|--------------------------|--------------------------------|----------------|
| OPERATING REVENUES | | | | | | | | |
| FACILITY RENTAL | | | | | | | | |
| CARGO AND HANGARS | | | | | | | | |
| CONCESSION REVENUE | | | | | | | | |
| FEE REVENUE | | | | | | | | |
| FUEL SALES | | | | | | | | |
| INTEREST | 3,743 | 2,583 | 1,159 | 44.9% | 29,080 | 25,833 | 3,247 | 12.6% |
| MERCHANDISE | | | | | | | | |
| OTHER REVENUE | | 75 | (75) | (100.0%) | | 750 | (750) | (100.0%) |
| TOTAL OPERATING REVENUES | 3,743 | 2,658 | 1,084 | 40.8% | 29,080 | 26,583 | 2,497 | 9.4% |
| EXPENSES | | | | | | | | |
| WAGES AND FRINGE BENEFITS | | | | | | | | |
| BUILDING AND FACILITIES | | | | | | | | |
| GENERAL AND ADMINISTRATIVE | | 46 | 46 | 100.0% | 50 | 459 | 409 | 89.1% |
| UTILITIES | | | | | | | | |
| PROFESSIONAL SERVICES | 938 | 1,000 | 62 | 6.2% | 14,146 | 10,000 | (4,146) | (41.5%) |
| MARKETING AND PROMOTION | | | | | | | | |
| OTHER OPERATING EXPENSES | | | | | | | | |
| TOTAL OPERATING EXPENSES | 938 | 1,046 | 108 | 10.4% | 14,196 | 10,459 | (3,737) | (35.7%) |
| OPERATING INCOME | 2,805 | 1,612 | 1,193 | 74.0% | 14,884 | 16,124 | (1,240) | (7.7%) |
| NON-OPERATING (INCOME) EXPENSE | (17) | | 17 | | (110) | | 110 | |
| DEPRECIATION | | | | | | | | |
| NET OPERATING INCOME | 2,822 | 1,612 | 1,209 | 75.0% | 14,994 | 16,124 | (1,130) | (7.0%) |

| REVOLVING LOAN FUND (\$ 000's) | BALANCE AT 4-30-2023 | BALANCE AT 06-30-2022 |
|--------------------------------------|-------------------------|--------------------------|
| CASH BALANCES | | |
| GENERAL FUNDS | 152 | 75 |
| SEQUESTERED FUNDS | - | - |
| | <u>152</u> | <u>75</u> |
| LOANS OUTSTANDING (21) | | |
| CURRENT | 115 | 113 |
| LONG TERM | 995 | 1,059 |
| | <u>1,110</u> | <u>1,172</u> |
| TOTAL CAPITAL BASE | <u>1,262</u> | <u>1,247</u> |
| CAPTIAL UTILIZATION RATE -% * | 88.0% | 94.0% |

*EXCLUDES SEQUESTERED FUNDS

**SUMMARY OF INTERGOVERNMENTAL RECEIVABLES
AS OF APRIL 30, 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) | 22,624 | 2,322 | 2,314 |
| SKYHAVEN AIRPORT | 141 | 141 | 145 | (26) | 118 | 0 | 0 |
| DIVISION OF PORTS AND HARBORS | 25,447 | 25,343 | 12,427 | (65) | 12,299 | 402 | 402 |
| | <u>65,057</u> | <u>57,154</u> | <u>38,438</u> | <u>(1,427)</u> | <u>35,041</u> | <u>2,724</u> | <u>2,716</u> |

**SUMMARY OF CONSTRUCTION WORK IN PROCESS
AS OF APRIL 30, 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 4-30-23</u> | |
|--|----------------------------|----------------------------------|-------------------------------------|--------------------------------|---------------------------|-----------|
| PORTSMOUTH AIRPORT | | | | | | |
| TERMINAL EXPANSION (NON-GRANT) | 581 | 7 | (588) | (581) | - | |
| 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 | (622) | (21) | - | |
| LOWERY LANE (AIP 70) | 312 | 1 | (313) | (312) | - | |
| PSM ACCESS CONTROL BOARD | 39 | 5 | (44) | (39) | - | |
| GATE ACCESS CONTROL | 44 | 0 | (44) | (44) | - | |
| CORPORATE DRIVE DRAINAGE | 84 | 407 | (491) | (84) | - | |
| TAXIWAY A REPAIRS | 7 | 140 | (147) | (7) | - | |
| 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 | |
| BADGE TRAINING & SOFTWARE | - | 45 | - | 45 | 45 | |
| ARRIVALS HALL EXPANSION | - | 589 | - | 589 | 589 | |
| PSM MOBILE RADIO PURCHASE | 26 | 11 | (37) | (26) | - | |
| | <u>1,132</u> | <u>1,896</u> | <u>(2,347)</u> | <u>(451)</u> | <u>681</u> | |
| SKYHAVEN AIRPORT | | | | | | |
| TERMINAL APRON DESIGN (SBG 15-09) | 145 | 0 | (145) | (145) | 0 | |
| RUNWAY/HANGAR LIGHTING | - | 37 | (37) | - | 0 | |
| TERMINAL UPGRADES | 17 | 12 | (29) | (17) | 0 | |
| | <u>162</u> | <u>49</u> | <u>(211)</u> | <u>(162)</u> | <u>0</u> | |
| GOLF COURSE | | | | | | |
| GOLF COURSE PIPE REPAIRS | - | 53 | (53) | - | - | |
| ICE MACHINE | - | 9 | (9) | - | - | |
| SUBMERSIBLE PUMP | - | 5 | - | 5 | 5 | |
| SUBDRIVE CONTROLLER | - | 5 | (5) | - | - | |
| | <u>0</u> | <u>72</u> | <u>(67)</u> | <u>5</u> | <u>5</u> | |
| IT/ADMINISTRATION | | | | | | |
| 2022 TOYOTA PRIUS (ADMIN VEHICLE) | - | 26 | (26) | - | - | |
| | <u>0</u> | <u>26</u> | <u>(26)</u> | <u>0</u> | <u>0</u> | |
| MAINTENANCE | | | | | | |
| SCISSOR LIFT | - | 20 | (20) | 0 | 0 | |
| CRACK SEALING MACHINE | - | 91 | (91) | 0 | 0 | |
| | <u>0</u> | <u>111</u> | <u>(111)</u> | <u>0</u> | <u>0</u> | |
| DIVISION OF PORTS AND HARBORS (DPH) | | | | | | |
| FUNCTIONAL REPLACEMENT- BARGE DOCK | 1,801 | 394 | - | 394 | 2,195 | |
| PFP PIER REPAIR | - | 19 | (19) | - | - | |
| PFP BULKHEAD REPAIR AND CONSTRUCTION | 3,073 | 18 | - | 18 | 3,091 | |
| MAIN PIER (BUILD GRANT) | 3,754 | 2,931 | (6,340) | (3,409) | 345 | |
| MARKET ST SITE LIGHTING IMPROVEMENTS | 157 | 105 | (262) | (157) | - | |
| HAMPTON DOCK REPLACEMENT (ARPA) | 342 | 136 | (347) | (211) | 131 | |
| PFP BRACING & DECKING (ARPA) | - | 84 | - | 84 | 84 | |
| RYE WATER LINE INSTALL | 7 | - | (7) | (7) | - | |
| RYE FUEL LINE INSTALL | 37 | - | (37) | (37) | - | |
| | <u>9,171</u> | <u>3,687</u> | <u>(7,012)</u> | <u>(3,325)</u> | <u>5,846</u> | |
| TOTAL | <u>10,465</u> | <u>5,841</u> | <u>(9,774)</u> | <u>(3,933)</u> | <u>6,532</u> | 13 |

PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING FEBRUARY 28, 2024



BOARD OF DIRECTORS MEETING
JUNE 15, 2023

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW JUNE 1, 2023 TO FEBRUARY 28, 2024

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

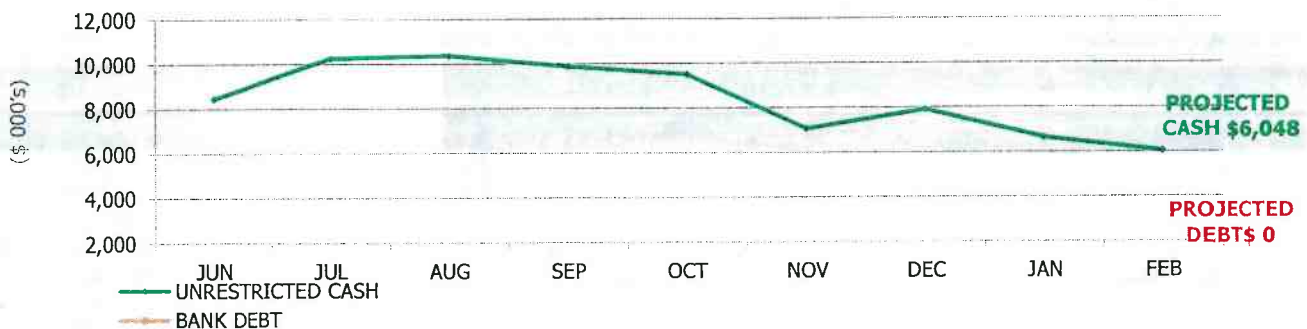
| (\$000's) | AMOUNT |
|--|----------------|
| OPENING FUND BALANCE | 9,329 |
| SOURCES OF FUNDS | |
| GRANT AWARDS (SEE PAGE 4) | 5,047 |
| TRADEPORT TENANTS | 8,021 |
| MUNICIPAL SERVICE FEE (COP) | 2,079 |
| GOLF COURSE FEE AND CONCESSION REVENUES | 2,453 |
| REVOLVING LINE OF CREDIT (PROVIDENT BANK) | 0 |
| PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING | 1,033 |
| SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES | 176 |
| | <u>18,809</u> |
| USES OF FUNDS | |
| OPERATING EXPENSES | 9,357 |
| CAPITAL EXPENDITURES- NON-GRANT (SEE PAGE 5) | 5,690 |
| CAPITAL EXPENDITURES- GRANT (SEE PAGE 4) | 4,243 |
| MUNICIPAL SERVICE FEE (COP)- NET | 2,800 |
| | <u>22,090</u> |
| NET CASH FLOW | <u>(3,281)</u> |
| CLOSING FUND BALANCE | <u>6,048</u> |

| TOTAL FUND BALANCES | BALANCE AT 5-31-2023 | BALANCE AT 6-30-2022 |
|---------------------|----------------------|----------------------|
| UNRESTRICTED | 9,329 | 6,967 |
| DESIGNATED | 14 | 14 |
| TOTAL | <u>9,343</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 | May-23 | May-22 |
|--------------------------|--------|--------|
| CURRENT INTEREST RATE | 7.71% | 3.22% |

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

(\$000's)

| CASH FLOW - PDA | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | TOTAL |
|--------------------------------------|--------------|---------------|---------------|---------------|--------------|----------------|--------------|----------------|--------------|----------------|
| OPENING FUND BALANCE | <u>9,329</u> | <u>8,466</u> | <u>10,263</u> | <u>10,369</u> | <u>9,884</u> | <u>9,517</u> | <u>7,065</u> | <u>7,911</u> | <u>6,649</u> | <u>9,329</u> |
| SOURCES OF FUNDS | | | | | | | | | | |
| GRANT AWARDS (SEE PAGE #4) | 20 | 1,596 | 20 | 270 | 376 | 754 | 1,637 | 322 | 52 | 5,047 |
| TRADEPORT TENANTS | 878 | 1,030 | 879 | 838 | 834 | 895 | 841 | 935 | 891 | 8,021 |
| MUNICIPAL SERVICE FEE | 135 | 423 | 135 | 135 | 423 | 135 | 135 | 423 | 135 | 2,079 |
| GOLF COURSE | 493 | 491 | 487 | 402 | 274 | 138 | 105 | 33 | 30 | 2,453 |
| PORTSMOUTH AIRPORT- (PSM) | 95 | 60 | 57 | 39 | 37 | 25 | 22 | 42 | 22 | 399 |
| PSM PAY FOR PARKING | 55 | 29 | 22 | 13 | 22 | 33 | 31 | 36 | 51 | 292 |
| PSM FLOWAGE FEES | 66 | 10 | 45 | 26 | 16 | 45 | 59 | 39 | 36 | 342 |
| SKYHAVEN AIRPORT | 19 | 23 | 23 | 25 | 20 | 18 | 16 | 16 | 16 | 176 |
| EXTERNAL FINANCING- NET | - | - | - | - | - | - | - | - | - | - |
| | <u>1,761</u> | <u>3,662</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>1,233</u> | <u>18,809</u> |
| USE OF FUNDS | | | | | | | | | | |
| CAPITAL- GRANT RELATED (SEE PAGE #4) | 52 | 150 | 260 | 360 | 737 | 1,724 | 360 | 300 | 300 | 4,243 |
| CAPITAL- NONGRANT (SEE PAGE 5) | 68 | 650 | 295 | 780 | 587 | 1,771 | 609 | 420 | 510 | 5,690 |
| OPERATING EXPENSES | 1,104 | 1,065 | 1,007 | 1,093 | 1,045 | 1,000 | 1,031 | 988 | 1,024 | 9,357 |
| MUNICIPAL SERVICE FEE | 1,400 | - | - | - | - | - | - | 1,400 | - | 2,800 |
| | <u>2,624</u> | <u>1,865</u> | <u>1,562</u> | <u>2,233</u> | <u>2,369</u> | <u>4,495</u> | <u>2,000</u> | <u>3,108</u> | <u>1,834</u> | <u>22,090</u> |
| NET CASH FLOW | <u>(863)</u> | <u>1,797</u> | <u>106</u> | <u>(485)</u> | <u>(367)</u> | <u>(2,452)</u> | <u>846</u> | <u>(1,262)</u> | <u>(601)</u> | <u>(3,281)</u> |
| CLOSING FUND BALANCE | <u>8,466</u> | <u>10,263</u> | <u>10,369</u> | <u>9,884</u> | <u>9,517</u> | <u>7,065</u> | <u>7,911</u> | <u>6,649</u> | <u>6,048</u> | <u>6,048</u> |

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

| GRANT FUNDED PROJECTS | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | TOTAL |
|---|------------|------------|------------|------------|------------|--------------|------------|------------|------------|--------------|
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| ARRIVALS HALL EXPANSION | - | 100 | 200 | 300 | 300 | 300 | 300 | 300 | 300 | 2,100 |
| PEASE BOULEVARD-ARBORETUM DR RT TURN LN | 10 | 10 | 10 | 10 | 10 | 10 | 10 | - | - | 70 |
| ALPHA NORTH TAXIWAY DESIGN | 40 | 40 | 50 | 50 | 50 | 50 | 50 | - | - | 330 |
| SNOW REMOVAL EQUIPMENT (AIP 69) | - | - | - | - | 377 | - | - | - | - | 377 |
| SNOW REMOVAL EQUIPMENT (AIP 74) | - | - | - | - | - | 1,211 | - | - | - | 1,211 |
| | 50 | 150 | 260 | 360 | 737 | 1,571 | 360 | 300 | 300 | 4,088 |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| WILDLIFE FENCE DESIGN | 5 | - | 35 | 35 | 35 | 35 | 30 | - | - | 175 |
| TERMINAL PARKING LOT DESIGN | 5 | - | 15 | 25 | 25 | 25 | 25 | - | - | 120 |
| SNOW REMOVAL EQUIPMENT | 2 | - | - | - | - | 153 | - | - | - | 155 |
| | 12 | - | 50 | 60 | 60 | 213 | 55 | - | - | 450 |
| TOTAL GRANT REIMBURSEMENT PROJECTS | 52 | 150 | 260 | 360 | 737 | 1,724 | 360 | 300 | 300 | 4,243 |

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

| GRANT AWARDS | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | TOTAL |
|--|------------|--------------|------------|------------|------------|------------|--------------|------------|------------|--------------|
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62-\$1.6M) | - | 200 | - | - | - | - | - | - | - | 200 |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66-\$2.0M) | - | 211 | - | - | - | - | - | - | - | 211 |
| RUNWAY 16-34 RECONSTRUCTION (AIP 64) | - | 1,100 | - | - | - | - | - | - | - | 1,100 |
| TW A SOUTH HOLD BAY (AIP 67) | - | 44 | - | - | - | - | - | - | - | 44 |
| ARRIVALS HALL EXPANSION | - | - | - | 270 | 270 | 270 | 270 | 270 | - | 1,350 |
| PEASE BOULEVARD-ARBORETUM DR RT TURN LN | 20 | - | 20 | - | 20 | - | 20 | - | - | 80 |
| ALPHA NORTH TAXIWAY DESIGN | - | - | - | - | 55 | 45 | - | - | - | 100 |
| SNOW REMOVAL EQUIPMENT (AIP 69) | - | - | - | - | - | 377 | - | - | - | 377 |
| SRE CARRIER VEHICLE (AIP 74) | - | - | - | - | - | - | 1,150 | - | - | 1,150 |
| LOWERY LANE PAVING (AIP 70) | - | 41 | - | - | - | - | - | - | - | 41 |
| | 20 | 1,596 | 20 | 270 | 345 | 692 | 1,440 | 270 | - | 4,653 |
| | - | - | - | - | - | - | - | - | - | - |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| WILDLIFE FENCE DESIGN | - | - | - | - | 31 | 31 | 31 | 31 | 31 | 155 |
| TERMINAL PARKING LOT DESIGN | - | - | - | - | - | 31 | 21 | 21 | 21 | 94 |
| SNOW REMOVAL EQUIPMENT | - | - | - | - | - | - | 145 | - | - | 145 |
| | - | - | - | - | 31 | 62 | 197 | 52 | 52 | 394 |
| TOTAL GRANT RECEIPT AWARDS | 20 | 1,596 | 20 | 270 | 376 | 754 | 1,637 | 322 | 52 | 5,047 |

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

(\$ 000's)

| NON-GRANT CAPITAL PROJECTS | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | TOTAL |
|---|------------|------------|------------|------------|------------|--------------|------------|------------|------------|--------------|
| <u>TECHNOLOGY/ADMINISTRATION</u> | | | | | | | | | | |
| OFFICE 365 MIGRATION ** | - | 40 | - | - | - | - | - | - | - | 40 |
| PAYCHEX PAYROLL KIOSKS ** | - | - | - | 5 | - | - | - | - | - | 5 |
| TECHNOLOGY ENHANCEMENTS ** | - | - | - | - | - | - | - | - | - | - |
| SERVER UPGRADE-DPH** | - | - | - | 10 | - | - | - | - | - | 10 |
| WEBSITE UPGRADES** | - | 100 | - | - | - | - | - | - | - | 100 |
| | - | 140 | - | 15 | - | - | - | - | - | 155 |
| <u>GOLF COURSE</u> | | | | | | | | | | |
| COURSE EQUIPMENT | 43 | - | - | - | - | 140 | - | - | - | 183 |
| EVENTS CENTER DESIGN** | - | - | - | - | 15 | 20 | 20 | 20 | 20 | 95 |
| VIDEO SURVEILLANCE SYSTEM** | - | - | - | - | 20 | 20 | - | - | - | 40 |
| IRRIGATION REPAIRS** | - | - | - | - | - | - | 100 | - | - | 100 |
| | 43 | - | - | - | 35 | 180 | 120 | 20 | 20 | 418 |
| <u>PORTSMOUTH AIRPORT</u> | | | | | | | | | | |
| 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 | - | 100 | 200 | 400 | 400 | 400 | 400 | 400 | 400 | 2,700 |
| FLIGHTLINE RD PIPE RELOCATION** | - | - | - | - | - | 750 | - | - | - | 750 |
| | 10 | 270 | 245 | 560 | 525 | 1,170 | 400 | 400 | 400 | 3,980 |
| <u>SKYHAVEN AIRPORT</u> | | | | | | | | | | |
| SRE DOOR REPLACEMENT** | - | 20 | - | - | - | - | - | - | - | 20 |
| FUEL SYSTEM CREDIT CARD ** | - | - | - | 5 | - | - | - | - | - | 5 |
| RENOVATION WORK-TERMINAL BLDG | - | 15 | - | - | - | - | - | - | - | 15 |
| TOW BEHIND MOWER ATTACHMENT | - | 11 | - | - | - | - | - | - | - | 11 |
| | - | 46 | - | 5 | - | - | - | - | - | 51 |
| <u>SECURITY - PORTSMOUTH AIRPORT</u> | | | | | | | | | | |
| CCTV SECURITY GATES | - | - | - | 50 | - | - | - | - | - | 50 |
| REPLACE BADGING WORKSTATIONS | - | - | - | - | - | - | - | - | 90 | 90 |
| DURESS ALARM SYSTEMS | - | - | - | - | - | - | - | - | - | - |
| TRAINING VIDEO PRODUCTION | - | 44 | - | - | 27 | - | - | - | - | 71 |
| BADGE READER & MEDIA REPLACEMENT | - | - | - | - | - | - | 89 | - | - | 89 |
| SECURITY SYSTEM UPGRADE ** | - | - | - | - | - | 166 | - | - | - | 166 |
| | - | 44 | - | 50 | 27 | 166 | 89 | - | 90 | 466 |
| <u>SECURITY - SKYHAVEN AIRPORT</u> | | | | | | | | | | |
| | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - |
| <u>TRADEPORT</u> | | | | | | | | | | |
| STORMWATER UPGRADES | - | 25 | - | - | - | 25 | - | - | - | 50 |
| HVAC IMPROVEMENTS - 55 INTERNATIONAL | - | 125 | - | - | - | - | - | - | - | 125 |
| | - | 150 | - | - | - | 25 | - | - | - | 175 |
| <u>MAINTENANCE</u> | | | | | | | | | | |
| VEHICLE FLEET REPLACEMENT | - | - | - | 150 | - | 80 | - | - | - | 230 |
| PAINT MACHINE | 15 | - | - | - | - | - | - | - | - | 15 |
| BUILDING INFRASTRUCTURE ** | - | - | 50 | - | - | - | - | - | - | 50 |
| SNOW MELTER/HAUL | - | - | - | - | - | 150 | - | - | - | 150 |
| | 15 | - | 50 | 150 | - | 230 | - | - | - | 445 |
| TOTAL NON-GRANT CAPITAL PROJECTS | 68 | 650 | 295 | 780 | 587 | 1,771 | 609 | 420 | 510 | 5,690 |

DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW JUNE 1, 2023 TO FEBRUARY 28, 2024

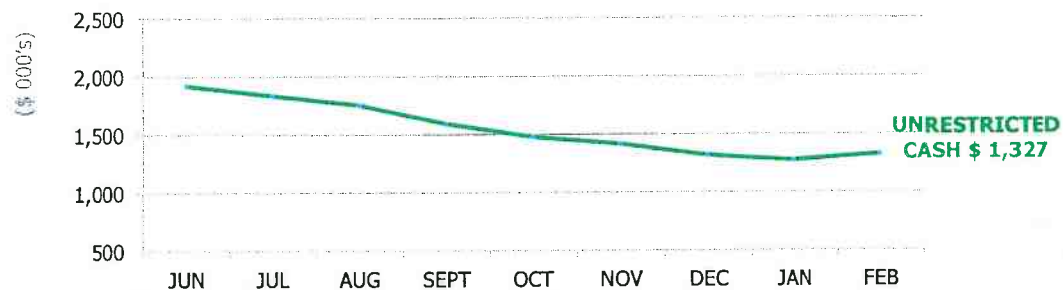
(\$ 000's)

| (\$000'S) | AMOUNT |
|----------------------------------|--------------|
| OPENING FUND BALANCE | 1,946 |
| SOURCES OF FUNDS | |
| FACILITY RENTALS AND CONCESSIONS | 405 |
| FUEL SALES | 615 |
| REGISTRATIONS / WHARFAGE | 482 |
| MOORING FEES | 100 |
| PARKING FEES | 80 |
| | 1,682 |
| USES OF FUNDS | |
| PERSONNEL SERVICES AND BENEFITS | 1,185 |
| FUEL PROCUREMENT | 516 |
| OPERATING EXPENSES | 450 |
| CAPITAL EXPENDITURES AND OTHER | 150 |
| | 2,301 |
| NET CASH FLOW | (619) |
| CLOSING FUND BALANCE | 1,327 |

| TOTAL FUND BALANCES | BALANCE AT 5/31/23 | BALANCE AT 06/30/22 |
|---------------------|--------------------|---------------------|
| UNRESTRICTED FUNDS | 1,946 | 1,520 |
| DESIGNATED FUNDS | 160 | 160 |
| | 2,106 | 1,680 |

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)

| CASH FLOW - DPH | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | TOTAL |
|----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| OPENING FUND BALANCE | 1,946 | 1,923 | 1,838 | 1,755 | 1,594 | 1,480 | 1,416 | 1,316 | 1,271 | 1,946 |
| SOURCES OF FUNDS | | | | | | | | | | |
| FACILITY RENTALS AND CONCESSIONS | 42 | 67 | 44 | 44 | 48 | 43 | 41 | 37 | 39 | 405 |
| FUEL SALES | 112 | 141 | 142 | 107 | 39 | 22 | 22 | 17 | 13 | 615 |
| MOORING FEES | - | - | - | - | - | - | - | - | 100 | 100 |
| PARKING FEES | 23 | 19 | 21 | 12 | 5 | - | - | - | - | 80 |
| REGISTRATIONS / WHARFAGE | 157 | - | 12 | 10 | 3 | 50 | 72 | 87 | 91 | 482 |
| | <u>334</u> | <u>227</u> | <u>219</u> | <u>173</u> | <u>95</u> | <u>115</u> | <u>135</u> | <u>141</u> | <u>243</u> | 1,682 |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | 141 | 150 | 137 | 142 | 134 | 116 | 124 | 122 | 119 | 1,185 |
| FUEL PROCUREMENT | 90 | 120 | 121 | 87 | 30 | 19 | 19 | 19 | 11 | 516 |
| UTILITIES | 13 | 11 | 12 | 12 | 12 | 14 | 12 | 15 | 15 | 116 |
| GENERAL AND ADMINISTRATIVE | 12 | 11 | 12 | 11 | 10 | 10 | 10 | 10 | 10 | 96 |
| BUILDINGS AND FACILITIES | 49 | 19 | 19 | 19 | 19 | 19 | 19 | 19 | 31 | 213 |
| PROFESSIONAL SERVICES | 2 | 1 | 1 | 13 | 4 | 1 | 1 | 1 | 1 | 25 |
| CAPITAL EXPENDITURES AND OTHER | 50 | - | - | 50 | - | - | 50 | - | - | 150 |
| | <u>357</u> | <u>312</u> | <u>302</u> | <u>334</u> | <u>209</u> | <u>179</u> | <u>235</u> | <u>186</u> | <u>187</u> | 2,301 |
| NET CASH FLOW | (23) | (85) | (83) | (161) | (114) | (64) | (100) | (45) | 56 | (619) |
| CLOSING FUND BALANCE | 1,923 | 1,838 | 1,755 | 1,594 | 1,480 | 1,416 | 1,316 | 1,271 | 1,327 | 1,327 |

DIVISION OF PORTS AND HARBORS (RESTRICTED FUNDS)

CASH FLOW SUMMARY OVERVIEW

JUNE 1, 2023 TO FEBRUARY 28, 2024

(\$ 000's)

HARBOR DREDGING FUND

| | |
|-------------------------|---------------|
| (\$ 000's) | <u>AMOUNT</u> |
| OPENING FUND BALANCE | <u>318</u> |
| SOURCES OF FUNDS | |
| PIER USAGE FEES | 81 |
| REGISTRATIONS | 9 |
| GRANT FUNDING | - |
| | <u>90</u> |

USES OF FUNDS

| | |
|----------------------------|------------|
| BUILDINGS AND FACILITIES | 104 |
| GENERAL AND ADMINISTRATIVE | 6 |
| PROFESSIONAL SERVICES | - |
| ALL OTHER- (CBOC) | 100 |
| | <u>210</u> |

NET CASH FLOW (120)

CLOSING FUND BALANCE 198

REVOLVING LOAN FUND

| | |
|------------------------------|---------------|
| (\$ 000's) | <u>AMOUNT</u> |
| OPENING FUND BALANCE | <u>183</u> |
| SOURCES OF FUNDS | |
| LOAN REPAYMENTS | 99 |
| INTEREST INCOME-LOANS | 30 |
| INTEREST INCOME-FUND BALANCE | - |
| | <u>129</u> |

USES OF FUNDS

| | |
|----------------------------|------------|
| NEW LOANS PROJECTED | 130 |
| GENERAL AND ADMINISTRATIVE | 8 |
| PROFESSIONAL SERVICES | 12 |
| | <u>150</u> |

NET CASH FLOW (21)

CLOSING FUND BALANCE 162

FOREIGN TRADE ZONE

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

USES OF FUNDS

| | |
|----------------------------|----------|
| GENERAL AND ADMINISTRATIVE | 3 |
| PROFESSIONAL SERVICES | - |
| OTHER | 5 |
| | <u>8</u> |

NET CASH FLOW 4

CLOSING FUND BALANCE 9

| TOTAL FUND BALANCES | BALANCE AT 5/31/23 | BALANCE AT 06/30/22 |
|---------------------|-----------------------|------------------------|
| HARBOR DREDGING | 318 | 279 |
| REVOLVING LOAN FUND | 183 | 75 |
| FOREIGN TRADE ZONE | 5 | 11 |
| | <u>506</u> | <u>365</u> |

MOTION

Director Ferrini:

The Pease Development Authority Board of Directors hereby accepts and approves the proposed FY 2024 Operations and Maintenance (“O&M”) Budget and FY 2025 – FY 2027 O&M Forecast; all in accordance with the memorandum dated June 2, 2023 and attached documentation submitted by Suzy Anzalone, Director of Finance, attached hereto and incorporated herein.

N:\RESOLVES\2023\FY 2024 Operating Budget.docx

Memorandum

Date: June 2, 2023
To: Paul Brean, Executive Director
From: Suzy Anzalone, Director of Finance *Suzy*
Re: FY24 Operating Budget and FY2025 – FY2027 Projection Overview

In anticipation of the upcoming June 15th Pease Development Authority Board of Director's meeting, we will be requesting approval of the FY 2024 Operating Budget and FY 2025 –FY 2027 Projection. The following is an overview of the Operating Budget process and corresponding results:

On an annual basis, the Finance Department works together with the Department Management (DM) team and the Executive Director in preparation of the annual Operating Budget. Key assumptions and financial targets are discussed with the Executive Director at the start of the process.

Using historical benchmarks, cost driver assumptions and current year-to-date information, the Director of Finance (DOF) prepares an initial forecast for the remainder of the fiscal year, as well as a proposed budget for the subsequent fiscal year and a projection for the next thirty-six months.

The DOF meets with each DM to review the initial forecast and budget. Current cost drivers such as aviation activity, cost of fuel, fee increases, staffing changes, etc. are discussed in detail relative to each business unit. The budget is then updated, and a comprehensive review is performed for reasonableness and adherence to financial targets prior to a final review with the Executive Director.

The current FY 2024 proposed budget identifies total revenues of \$19.7 million which is a \$1.2 million increase (6.3%) over the **prior year budget**. Main drivers of this increase include the following:

- Facilities Rental increase of \$570,000 reflects a 3% average rent increase for Building and Ground leases.
- Fuel flowage fee increase of \$182,000 for the Portsmouth Airport is associated with an increase in pricing of \$0.01 per gallon using an estimate of \$12 million gallons for FY24.
- Division of Ports and Harbors (DPH) fuel sales increase of \$156,000 reflects higher fuel pricing than the FY23 average, offset by a 10% decrease in volume driven by more vessels procuring fuel directly from the fuel trucks combined with a projected decrease in overall fuel sales due to fishing regulation changes.

- Increased revenue of \$113,000 related to DPH revenue from moorings, parking and wharfage and dockage. The FY24 budget assumes increased volume in wharfage and dockage fees over the prior year.
- Concession revenue increase of \$104,000 in anticipation of increased sales volume at Grill 28 over the prior year.

Relative to operating expenses, the FY 2024 budget reflects a \$1.7 million increase (11.4%) from the FY 2023 budget. Total operating expenses, excluding depreciation of \$7.4 million, total \$17.2 million. The more significant cost drivers supporting this increase include:

- Labor cost increase of \$415,000 is driven mainly by the following factors:
 1. Estimated COLA increases of 1.5% coupled with merit increases capped at 3.0%.
 2. The addition of a Environmental Planner position as well as an Administrative Assistant (which was reflected as an open position on the organization chart but not budgeted in FY23)
 3. Pay increases for part-time seasonal staff (mainly DPH seasonal staffing).
- Tradeport building and facilities expenses include a one-time budgeted line item of \$300,000 for the demolition of a building at 65 Airline Ave.
- Utilities increase of \$251,000 mainly reflects an anticipated increase in electricity supply costs over the prior year **budgeted** amounts. We expect to prepare a RFP for an electricity supplier during FY24 which will result in fixed costs for the supplier portion of our electricity expenses.
- Professional Services increase of \$233,000 includes \$100,000 for the formulation of an Operational and Strategic plan as well as increases for legal and audit fees.
- FICA and benefits expenses increase of \$122,000 is driven by the increase in payroll costs per above as well as budgeted increases in health and dental insurance (which have not been fully vetted by the State at this time).
- Technology and Internet expenses reflect an increase of \$89,000 relative to the switch to external software support and hosting for our security and badging, as well as expenditures for increased internet bandwidth costs associated with Homeland Securities “no fee” model at PSM.
- Airport expenses reflect an increase of \$85,000 for event costs to host the airshow and AAAE conference.
- Environmental testing expenses increased \$76,000 as we expect additional SWPP requirements associated with the issuance of an MS4 permit.
- Inflation related increases in contractor services, supplies, equipment and other consumables.
- Marketing and promotion was decreased by \$78,000 as historical spending has been significantly lower than budget.

Fuel sales (as well as fuel purchases) at Skyhaven and the Harbors reflect a price increase over the prior year average, but are offset by a slight decrease in consumption.

For FY 2024 we are projecting operating income on a cash basis (excluding depreciation) of \$2.5 million which is an 18.9% decrease (\$587,000) over FY23 budgeted operating income. As a reminder, we have a one-time expenditure of \$300,000 for a building demolition in FY24. Operating results are still strong and provide us with the opportunity to continue to use these positive cash margins to fund capital expenditures (non-grant related), as well as providing reserves should there be a sudden economic down-turn.

In summary, I believe the FY 2024 proposed Operating Budget, as well as the three-year projection, represent a fair and prudent budget. The Department Management team is committed to managing and controlling expenses for their cost centers, seeking efficiencies, and researching ideas for additional revenue streams.

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

PEASE DEVELOPMENT AUTHORITY PROPOSED FY 2024 OPERATING BUDGET AND FY 2025 - FY 2027 PROJECTION

1. KIA MUNICIPALITY SCHOLARSHIP



PEASE DEVELOPMENT AUTHORITY
FINANCE COMMITTEE MEETING
JUNE 12, 2023

TABLE OF CONTENTS

| | <u>PAGE #</u> |
|--|---------------|
| • EXECUTIVE OVERVIEW | 3-4 |
| • KEY PLANNING ASSUMPTIONS | 5-10 |
| • COMPOSITE BUDGET PROJECTIONS | 11 |
| • COMPOSITE OPERATING REVENUES | 12 |
| • STAFFING PLAN AND ORGANIZATION CHART | 13-14 |
| • COMPOSITE OPERATING EXPENSES | 15-18 |
| • ANALYSIS OF CASH AND OUTSTANDING DEBT BALANCES | 19 |

EXECUTIVE OVERVIEW

\$ (000's)

- THE PROPOSED FY 2024 OPERATING REVENUES OF \$19,704 IS AN INCREASE OF 6.3% OR \$1,168 VERSUS THAT OF THE FY 2023 BUDGET. THE PRIMARY VARIANCES FOR THE INCREASE INCLUDE:

| | \$ | % |
|--|--------------|-------------|
| | CHANGE | CHANGE |
| FACILITIES RENTAL | 570 | 3.1% |
| PSM- FUEL FLOWAGE FEES | 182 | 1.0% |
| DPH FUEL SALES | 156 | 0.8% |
| DPH REVENUE-MOORINGS, PARKING, REGISTRATIONS, WHARFAGE | 113 | 0.6% |
| CONCESSIONS | 104 | 0.6% |
| GOLF REVENUE - ALL | 65 | 0.4% |
| MISCELLANEOUS OTHER- NET | (22) | -0.1% |
| | <u>1,168</u> | <u>6.3%</u> |

- THE PROPOSED FY 2024 CASH OPERATING EXPENDITURES OF \$17,194 IS A INCREASE OF 11.4% OR \$1,755 VERSUS THAT OF THE FY 2023 BUDGET. THE PRIMARY VARIANCES FOR THE INCREASE INCLUDE:

| | \$ | % |
|-----------------------------------|--------------|--------------|
| | CHANGE | CHANGE |
| WAGES | 415 | 2.7% |
| BUILDING DEMOLITION (65 AIRLINE) | 300 | 1.9% |
| UTILITIES | 251 | 1.6% |
| PROFESSIONAL FEES | 233 | 1.5% |
| BENEFITS AND FICA | 122 | 0.8% |
| TECHNOLOGY & INTERNET | 89 | 0.6% |
| EVENTS | 85 | 0.6% |
| ENVIRONMENTAL TESTING | 76 | 0.5% |
| CREDIT CARD FEES | 64 | 0.4% |
| FUEL | 58 | 0.4% |
| ADVERTISING/MARKETING | (78) | -0.5% |
| MISCELLANEOUS OTHER-NET | 140 | 0.9% |
| | <u>1,755</u> | <u>11.4%</u> |

EXECUTIVE OVERVIEW (CONTINUED)

THERE IS POTENTIAL FOR SEVERAL OPERATING BUDGET ISSUES/OPPORTUNITIES THAT ARE INCONCLUSIVE AT THIS TIME WHICH INCLUDE:

- ENVIRONMENTAL COMPLIANCE PROGRAM COSTS / STORMWATER CONSULTANT (MS4)
- INFLATIONARY RELATED INCREASES IN FUEL COSTS, SUPPLIES, UTILITIES, EQUIPMENT AND OTHER CONSUMMABLES
- POTENTIAL COMMERCIAL INSURANCE INCREASES
- ELECTRICITY SUPPLY EXPENSE VOLATILITY UNTIL EXECUTION OF A NEW CONTRACT
- POTENTIAL LEASES WITH CURRENT DEVELOPMENT PROPOSALS

KEY OPERATIONAL ACTIVITIES AND INITIATIVES EXPECTED TO BE UNDERTAKEN:

- MAINTAINING COMMERCIAL AIRPORT OPERATIONS AND INCREASING AERONAUTICAL REVENUE
- FY24 OPERATIONAL AND STRATEGIC PLANNING
- IMPLEMENTATION OF SECURITY INITIATIVES AND ENVIRONMENTAL INITIATIVES
- INCENTIVIZE TRADEPORT DEVELOPERS TO REINVEST IN CAPITAL IMPROVEMENTS AND SWPP INITIATIVES
- REQUEST FOR PROPOSAL FOR FOR ELECTRICITY SUPPLIER
- REQUEST FOR PROPOSAL FOR ACCOUNTING SOFTWARE
- MIGRATION TO OFFICE 365
- WEBSITE REDEVELOPMENT
- DEMOLITION OF BUILDING AT 65 AIRLINE AVE

KEY PLANNING ASSUMPTIONS

STAFFING, PERSONNEL SERVICES AND BENEFIT ESCALATION:

- CONTINUED SUCCESSION PLANNING FOR SENIOR STAFF POSITIONS.
- EMPLOYEE ANNUAL SALARY MERIT INCREASE CAPPED AT 3.00% PLUS A COLA ADJUSTMENT NOT TO EXCEED 1.5% FOR ALL ELIGIBLE EMPLOYEES.
- POST RETIREMENT HEALTH CARE COSTS- RATE REVIEW EVERY JANUARY 1ST.
- THE PDA CONTINUES TO MONITOR OVERTIME COSTS WHICH IS A VARIABLE COST INFLUENCED BY SNOWFALL, AIRPORT FLIGHT SCHEDULES AND WHARFAGE AND DOCKAGE ACTIVITIES. AS A PERCENTAGE OF DIRECT PAYROLL, THE PDA / DPH AVERAGES APPROXIMATELY 7.0% ANNUALLY .
- EMPLOYEE BENEFIT RATES HAVE YET TO BE FULLY VETTED BY THE STATE OF NEW HAMPSHIRE. FOR BUDGETING PURPOSES, THE FOLLOWING RATES, AS A PERCENTAGE OF ELIGIBLE WAGES, HAVE BEEN INCORPORATED:

| | FY 2023 FORECAST | PROPOSED FY24 BUDGET | FY25 PROJECTION | FY26 PROJECTION | FY27 PROJECTION |
|------------------------|---------------------|-------------------------|--------------------|--------------------|--------------------|
| HEALTH/DENTAL/LIFE INS | 27.24% | 28.24% | 27.48% | 27.57% | 27.62% |
| NH RETIREMENT SYSTEM | 14.53% | 13.85% | 13.85% | 14.54% | 14.54% |

\$ (000's)

KEY PLANNING ASSUMPTIONS (CONTINUED)

PORTSMOUTH INTERNATIONAL AIRPORT

- FUEL FLOWAGE FEES:

| | FY 2023 FORECAST | PROPOSED FY24 BUDGET | FY25 PROJECTION | FY26 PROJECTION | FY27 PROJECTION |
|--------------------|---------------------|-------------------------|--------------------|--------------------|--------------------|
| PROJECTED GALLONS | 12,000,000 | 12,000,000 | 12,120,000 | 12,241,200 | 12,636,612 |
| RATE PER GALLON | \$0.05 | \$0.06 | \$0.06 | \$0.07 | \$0.07 |
| PROJECTED REVENUES | 600 | 720 | 727 | 857 | 885 |

- PASSENGER PAY FOR PARKING:

| | FY 2023 FORECAST | PROPOSED FY24 BUDGET | FY25 PROJECTION | FY26 PROJECTION | FY27 PROJECTION |
|--------------------|---------------------|-------------------------|--------------------|--------------------|--------------------|
| RATE PER DAY | \$7.00 | \$7.00 | \$8.00 | \$8.00 | \$10.00 |
| AVAILABLE SPACES | 961 | 961 | 961 | 961 | 961 |
| OCCUPANCY RATE | 21% | 22% | 22% | 23% | 23% |
| PROJECTED REVENUES | 516 | 540 | 617 | 645 | 807 |

KEY PLANNING ASSUMPTIONS (CONTINUED)

PORTSMOUTH INTERNATIONAL AIRPORT (CONTINUED)

- AERONAUTICAL REVENUE FOCUSED ON FUEL FLOWAGE AND COMMERCIAL PASSENGER AUTOMOBILE PARKING REVENUE.
 - CONTINUE MODEL OF NO LANDING FEE AND NO PASSENGER FACILITY CHARGES
- CONTINUED FINANCIAL COMMITMENT TO SCHEDULED AIR SERVICE ENPLANEMENTS.
- CONTINUED DEVELOPMENT OF AERONAUTICAL LEASES TO SUPPORT BASED AIRCRAFT.
- MONITOR IMPACT OF INCREASED AVIATION FUEL COSTS AND DIRECT IMPACT TO PSM.
- LAW ENFORCEMENT OFFICER PROGRAM (LEO) WITH CITY OF PORTSMOUTH FOR COMMERCIAL AIRLINE SECURITY REMAINS IN PLACE. ASSUMPTION OF HOURLY POLICE RATE OF \$85.90 EXCLUDING ADMINISTRATIVE AND VEHICLE EXPENSES.
- CAPITAL PLANNING FOR CRITICAL AIRPORT SUPPORT INFRASTRUCTURE.
- MAINTENANCE/OPERATIONS FACILITY AND SNOW REMOVAL EQUIPMENT SHED (CAPITAL IMPROVEMENTS).

KEY PLANNING ASSUMPTIONS (CONTINUED)

SKYHAVEN AIRPORT

- PROPOSED 5% INCREASE IN HANGAR AND OR TIE DOWN RENTAL RATES FOR FY24 AND FY25.
- NO CHANGE IN CURRENT OCCUPANCY FOR HANGARS (33) OR TIEDOWNS (6). THERE ARE PRESENTLY NO HANGAR VACANCIES.
- MONITOR IMPACT OF INCREASED AVIATION FUEL COSTS AND DIRECT IMPACT TO DAW.
- FUELING OPERATIONS ARE EXPECTED TO GENERATE APPROXIMATELY \$74,500 IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2027, REPRESENTING AN APPROXIMATE 20% MARKUP.

INTERNATIONAL TRADEPORT

- MAJORITY OF BUILDING AND OR GROUND LEASES HAVE INCORPORATED AN ANNUAL INFLATION RATE, AS MEASURED BY THE UNITED STATES DEPARTMENT OF LABOR FOR ALL URBAN CONSUMERS- BOSTON-CAMBRIDGE-NEWTON, OF 3.0%.
- REQUEST FOR PROPOSAL FOR ELECTRICITY SUPPLIER CONTRACT IN FY24. BUDGET ASSUMES 10% INCREASE OVER FY23 AVERAGE.

KEY PLANNING ASSUMPTIONS (CONTINUED)

GOLF OPERATIONS

- ROUNDS OF GOLF PLAYED:

| | ACTUAL 2022 SEASON | PROPOSED 2023 SEASON | PROJECTED 2024 SEASON | PROJECTED 2025 SEASON | PROJECTED 2026 SEASON | PROJECTED 2027 SEASON |
|---------------------|--------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| PUBLIC PLAY | 56,452 | 51,000 | 51,250 | 51,500 | 51,750 | 52,000 |
| ANNUAL PASS | 15,533 | 15,750 | 16,000 | 16,250 | 16,500 | 16,750 |
| TOTAL ROUNDS | 71,985 | 66,750 | 67,250 | 67,750 | 68,250 | 68,750 |

- **GRILL 28 RESTAURANT PROPOSED AMENDMENT # 7 EXTENDS CONTRACT THROUGH OCTOBER 31, 2025 WITH NO FURTHER OPTION YEARS. CONCESSIONAIRE TO PAY UP TO 50% OF UTILITIES, CUSTODIAL SERVICES AND TENT RENTAL.**

PROJECTED GRILL 28 GROSS SALES:

| | | | | | |
|-------|--|--|--|--|--|
| 3,500 | | | | | |
| 3,300 | | | | | |
| 3,100 | | | | | |
| 2,900 | | | | | |
| 2,700 | | | | | |

(5,000) \$

| | | | | |
|---------------------|-------------------------------|-----------------------|-----------------------|-----------------------|
| FY 2023 FORECAST | FY 2024 PROPOSED BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|---------------------|-------------------------------|-----------------------|-----------------------|-----------------------|

KEY PLANNING ASSUMPTIONS (CONTINUED)

DIVISION OF PORTS AND HARBORS

- SECURITY OPERATIONS REMAIN IN-HOUSE WITH NO INCREMENTAL STAFFING FROM CURRENT FY 2023 AUTHORIZED LEVELS.
- OVERTIME AND SEASONAL PERSONNEL LABOR HOURS CONTINUE TO BE ACTIVELY MANAGED. MINIMUM PAY RATE INCREASED TO \$14.95 PER HOUR FOR 2023 SEASON.
- WITH CAPITAL BUDGET OVERVIEW COMMITTEE APPROVAL, HARBOR DREDGING FUND CONTINUES TO PROVIDE ANNUAL FUNDING SUPPORT TO MEET EMERGING REPAIRS AND MAINTENANCE NEEDS.
- FOREIGN TRADE ZONE PROPOSES NO NEW TENANTS FROM CURRENT BASE OF THREE VENDORS.
- MONITOR IMPACT OF INCREASED FUEL COSTS AND DIRECT IMPACT TO FUEL SALES.
- FUELING OPERATIONS ARE EXPECTED TO GENERATE APPROXIMATELY \$829K IN NET CASH FLOW DURING THE 48 MONTH PERIOD ENDING JUNE 30, 2027 REPRESENTING AN APPROXIMATE 23% MARK-UP.

| | FY 2023 FORECAST | PROPOSED | | FY 2025 | | FY 2026 | | FY 2027 | |
|----------------------|---------------------|------------------|------------|------------|------------|------------|------------|------------|------------|
| | | FY2024 BUDGET | | PROJECTION | PROJECTION | PROJECTION | PROJECTION | PROJECTION | PROJECTION |
| GROSS FUEL SALES | | | | | | | | | |
| PORTSMOUTH FISH PIER | 449 | 393 | 401 | 409 | 417 | | | | |
| HAMPTON HARBOR | 321 | 273 | 279 | 284 | 290 | | | | |
| RYE HARBOR | 229 | 187 | 191 | 195 | 199 | | | | |
| | 999 | 853 | 871 | 888 | 906 | | | | |

COMPOSITE OPERATING REVENUES

\$ (000's)

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|---|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| RENTAL OF FACILITIES AND AIRPORT HANGARS: | 10,896 | 11,547 | 11,741 | 12,009 | 12,211 |
| FEE REVENUES | | | | | |
| GOLF | | | | | |
| PUBLIC PLAY | 2,311 | 2,285 | 2,331 | 2,377 | 2,425 |
| MEMBERSHIP | 408 | 405 | 413 | 421 | 430 |
| SIMULATORS AND LESSONS | 176 | 185 | 189 | 192 | 196 |
| | 2,895 | 2,875 | 2,933 | 2,990 | 3,051 |
| PORTSMOUTH INTERNATIONAL AIRPORT AND SKYHAVEN: | | | | | |
| PARKING | 516 | 540 | 617 | 646 | 807 |
| FUEL FLOWAGE | 600 | 720 | 727 | 857 | 885 |
| AVIATION FEES AND SECURITY BADGING | 156 | 157 | 157 | 160 | 160 |
| | 1,272 | 1,417 | 1,501 | 1,663 | 1,852 |
| DIVISION OF PORTS AND HARBORS: | | | | | |
| WHARFAGE AND DOCKAGE | 659 | 635 | 646 | 659 | 672 |
| MOORING FEES | 476 | 475 | 480 | 485 | 490 |
| PIER USAGE, REGISTRATIONS AND BERTHING FEES | 340 | 337 | 344 | 345 | 349 |
| PARKING AND FUEL FLOWAGE | 124 | 126 | 128 | 130 | 133 |
| ALL OTHER | 134 | 130 | 133 | 135 | 138 |
| | 1,733 | 1,703 | 1,731 | 1,754 | 1,782 |
| FUEL SALES | 1,083 | 946 | 966 | 979 | 999 |
| CONCESSION REVENUES | 573 | 593 | 610 | 635 | 661 |
| INTEREST INCOME- REVOLVING LOAN FUND | 34 | 36 | 34 | 33 | 34 |
| OTHER REVENUES: | | | | | |
| GOLF MERCHANDISE | 317 | 350 | 357 | 364 | 371 |
| ALL OTHER | 313 | 237 | 277 | 214 | 218 |
| | 630 | 587 | 634 | 578 | 589 |
| TOTAL OPERATING REVENUES | 19,116 | 19,704 | 20,150 | 20,641 | 21,179 |

\$ (000's)

COMPOSITE BUDGET PROJECTIONS

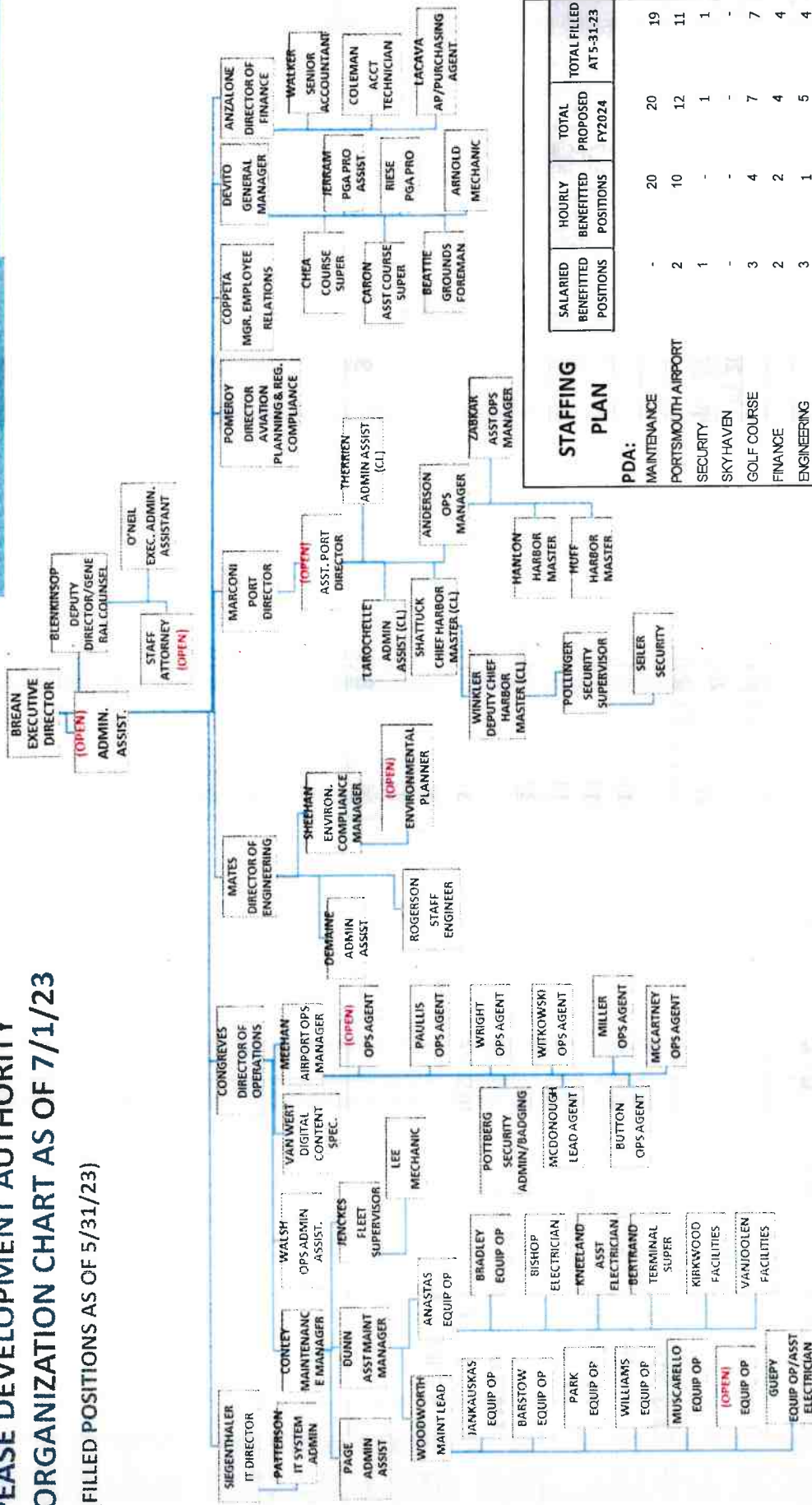
| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|--|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| OPERATING REVENUES (SEE PAGE #12) | <u>19,116</u> | <u>19,704</u> | <u>20,150</u> | <u>20,641</u> | <u>21,179</u> |
| OPERATING EXPENSES | | | | | |
| PERSONNEL SERVICES AND FRINGE BENEFITS (SEE PAGE #13) | 8,134 | 8,978 | 9,418 | 9,723 | 10,002 |
| BUILDING AND FACILITIES (SEE PAGE #15) | 2,129 | 2,663 | 2,372 | 2,611 | 2,396 |
| GENERAL AND ADMINISTRATIVE (SEE PAGE #16) | 1,779 | 1,899 | 1,956 | 1,972 | 2,017 |
| UTILITIES (SEE PAGE #17) | 1,182 | 1,283 | 1,315 | 1,348 | 1,381 |
| PROFESSIONAL SERVICES (SEE PAGE #17) | 493 | 850 | 667 | 660 | 669 |
| MARKETING AND PROMOTION (SEE PAGE #18) | 221 | 288 | 293 | 322 | 327 |
| OTHER OPERATING EXPENSES (SEE PAGE #18) | 1,330 | 1,233 | 1,254 | 1,271 | 1,295 |
| TOTAL OPERATING EXPENSES | <u>15,268</u> | <u>17,194</u> | <u>17,275</u> | <u>17,907</u> | <u>18,087</u> |
| OPERATING INCOME | 3,848 | 2,510 | 2,875 | 2,734 | 3,092 |
| DEPRECIATION | 6,919 | 7,403 | 7,424 | 7,908 | 8,107 |
| INTEREST EXPENSE | 0 | 10 | 12 | 14 | 17 |
| INTEREST INCOME AND OTHER | 45 | 92 | 95 | 96 | 98 |
| NET OPERATING INCOME | (3,026) | (4,811) | (4,466) | (5,092) | (4,934) |

COMPOSITE PERSONNEL SERVICES AND FRINGE BENEFITS

\$ (000's)

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|-------------------------------------|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| PERSONNEL SERVICES | | | | | |
| PERMANENT LABOR | 4,611 | 5,137 | 5,401 | 5,560 | 5,724 |
| NON-BENEFITTED LABOR | 1,012 | 1,117 | 1,149 | 1,182 | 1,217 |
| OVERTIME | 314 | 293 | 339 | 333 | 332 |
| | <u>5,937</u> | <u>6,547</u> | <u>6,889</u> | <u>7,075</u> | <u>7,273</u> |
| EMPLOYEE BENEFITS | | | | | |
| HEALTH CARE, DENTAL, LIFE INSURANCE | 1,331 | 1,504 | 1,548 | 1,595 | 1,642 |
| RETIREMENT | 866 | 927 | 981 | 1,053 | 1,087 |
| | <u>2,197</u> | <u>2,431</u> | <u>2,529</u> | <u>2,648</u> | <u>2,729</u> |
| | 8,134 | 8,978 | 9,418 | 9,723 | 10,002 |

PEASE DEVELOPMENT AUTHORITY ORGANIZATION CHART AS OF 7/1/23 (FILLED POSITIONS AS OF 5/31/23)



STAFFING PLAN

PDA:

| | SALARIED BENEFITED POSITIONS | HOURLY BENEFITED POSITIONS | TOTAL PROPOSED FY2024 | TOTAL FILLED AT 5-31-23 |
|-------------------------------|------------------------------|----------------------------|-----------------------|-------------------------|
| MAINTENANCE | - | 20 | 20 | 19 |
| PORTSMOUTH AIRPORT | 2 | 10 | 12 | 11 |
| SECURITY | 1 | - | 1 | 1 |
| SKYHAVEN | - | - | - | - |
| GOLF COURSE | 3 | 4 | 7 | 7 |
| FINANCE | 2 | 2 | 4 | 4 |
| ENGINEERING | 3 | 1 | 5 | 4 |
| LEGAL | 1 | 1 | 2 | 2 |
| TECHNOLOGY | 1 | 1 | 2 | 2 |
| HUMAN RESOURCES | 1 | - | 1 | 1 |
| MARKETING | - | 1 | 1 | 1 |
| EXECUTIVE & ADMIN | 1 | - | 2 | 1 |
| TOTAL PDA | 15 | 40 | 57 | 53 |
| DIVISION OF PORTS AND HARBORS | 2 | 10 | 12 | 11 |
| TOTAL | 17 | 50 | 69 | 64 |

NOTE: EXCLUDES, NON-BENEFITED EMPLOYEES; CONTRACT AND SEASONAL EMPLOYEES.

\$ (000's)

COMPOSITE BUILDING AND FACILITIES

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|--|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| SNOW REMOVAL | 306 | 299 | 296 | 310 | 311 |
| CLEANING CONTRACT | 253 | 261 | 266 | 271 | 277 |
| SECURITY & BADGING | 230 | 202 | 199 | 209 | 211 |
| GASOLINE AND DIESEL | 213 | 225 | 230 | 234 | 239 |
| CONTRACTOR SERVICES | 207 | 244 | 239 | 244 | 249 |
| HVAC,ELECTRICAL & EQUIPMENT | 155 | 164 | 167 | 171 | 174 |
| LANDSCAPING AND IRRIGATION | 138 | 158 | 162 | 165 | 168 |
| ENVIRONMENTAL TESTING | 104 | 173 | 173 | 174 | 174 |
| AIRFIELD LIGHTING, PAVEMENT, RUBBER REMOVAL | 90 | 59 | 93 | 63 | 99 |
| VEGETATION CONTROL | 69 | 73 | 74 | 75 | 77 |
| EQUIPMENT RENTAL | 64 | 77 | 79 | 51 | 54 |
| VEHICLE PARTS | 64 | 64 | 65 | 66 | 68 |
| ENGINEERING SERVICES | 29 | 54 | 54 | 90 | 61 |
| DREDGING | 0 | 50 | 100 | 50 | 50 |
| ALL OTHER | 207 | 561 | 175 | 438 | 184 |
| | 2,129 | 2,663 | 2,372 | 2,611 | 2,396 |

COMPOSITE GENERAL AND ADMINISTRATIVE

\$ (000's)

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|---|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| INSURANCE | 471 | 452 | 462 | 472 | 482 |
| FICA | 454 | 500 | 525 | 539 | 554 |
| PHONE AND INTERNET | 188 | 205 | 209 | 219 | 223 |
| BANK & CREDIT CARD FEES | 149 | 157 | 160 | 164 | 167 |
| SUPPLIES | 89 | 85 | 87 | 89 | 90 |
| COMPUTER EXPENSES & SOFTWARE SUPPORT | 62 | 110 | 114 | 115 | 118 |
| EQUIPMENT UNDER \$5,000 | 50 | 80 | 83 | 51 | 52 |
| PROFESSIONAL DEVELOPMENT | 32 | 32 | 33 | 34 | 34 |
| TAXES IN LIEU-MUNICIPAL SERVICE FEES | 30 | 30 | 31 | 31 | 32 |
| TRAVEL AND MILEGAE | 52 | 56 | 58 | 59 | 60 |
| POSTAGE AND PRINTING | 38 | 35 | 36 | 37 | 37 |
| CLOTHING AND UNIFORMS | 25 | 20 | 21 | 21 | 21 |
| SUBSCRIPTIONS AND PUBLICATIONS | 56 | 56 | 58 | 59 | 60 |
| ALL OTHER | 85 | 80 | 82 | 83 | 86 |
| | <u>1,779</u> | <u>1,899</u> | <u>1,956</u> | <u>1,972</u> | <u>2,017</u> |

COMPOSITE UTILITIES

\$ (000's)

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|-------------------------|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| ELECTRICITY | 885 | 927 | 952 | 977 | 1,003 |
| WASTE DISPOSAL | 87 | 96 | 98 | 100 | 102 |
| WATER | 72 | 108 | 111 | 113 | 115 |
| NATURAL GAS | 80 | 88 | 90 | 92 | 93 |
| PROPANE AND HEATING OIL | 58 | 63 | 65 | 66 | 67 |
| | <u>1,182</u> | <u>1,283</u> | <u>1,315</u> | <u>1,348</u> | <u>1,381</u> |

COMPOSITE PROFESSIONAL SERVICES

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|---|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| LEGAL | 209 | 362 | 322 | 307 | 307 |
| INFORMATION TECHNOLOGY & SUBSCRIPTIONS | 114 | 165 | 169 | 172 | 176 |
| EXTERNAL AUDIT | 116 | 123 | 98 | 101 | 104 |
| ALL OTHER | 55 | 199 | 78 | 79 | 82 |
| | <u>493</u> | <u>850</u> | <u>667</u> | <u>660</u> | <u>669</u> |

\$ (000's)

COMPOSITE MARKETING AND PROMOTION

| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|----------------------|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| BUSINESS DEVELOPMENT | 178 | 249 | 253 | 281 | 285 |
| GENERAL ADVERTISING | 43 | 39 | 40 | 40 | 42 |
| | <u>221</u> | <u>288</u> | <u>293</u> | <u>322</u> | <u>327</u> |

COMPOSITE OTHER OPERATING EXPENSES

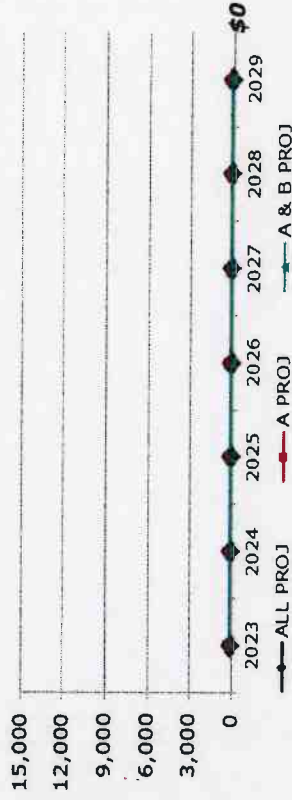
| | FY 2023 FORECAST | PROPOSED FY2024 BUDGET | FY 2025 PROJECTION | FY 2026 PROJECTION | FY 2027 PROJECTION |
|--------------------------|---------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| FUEL- COST OF GOODS SOLD | 826 | 726 | 742 | 752 | 767 |
| GOLF MERCHANDISE | 238 | 263 | 268 | 273 | 279 |
| COAST TROLLEY | 120 | 120 | 120 | 120 | 120 |
| GOLF CART LEASE | 146 | 124 | 124 | 127 | 129 |
| | <u>1,330</u> | <u>1,233</u> | <u>1,254</u> | <u>1,271</u> | <u>1,295</u> |

\$ (000's)

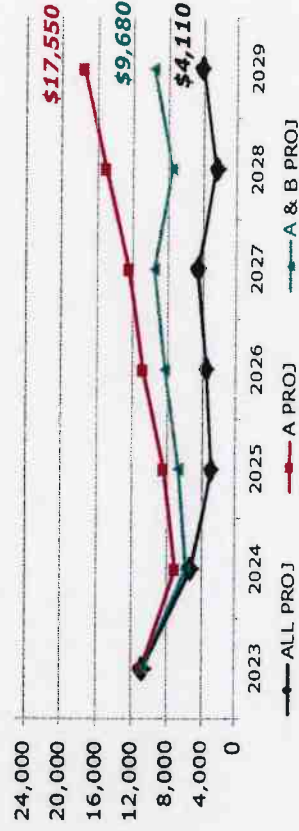
ANALYSIS OF CASH AND OUTSTANDING DEBT BALANCES

- CAPITAL EXPENDITURES PLAY A KEY ROLE IN PROJECTED OUTSTANDING DEBT, INTEREST EXPENSE AND CASH BALANCES.
- CURRENT CAPITAL IMPROVEMENT PLAN (EXCLUDING DIVISION OF PORTS AND HARBORS) HAS IDENTIFIED PROJECTS THAT TOTAL \$65,001 THROUGH FY2029
- 59% OF PROJECTS IN CAPITAL IMPROVEMENT PLAN ARE GRANT FUNDED (5% PDA MATCH).
- CAPITAL PROJECTS ARE PRIORITIZED (A,B or C) RELATIVE TO HEALTH AND SAFETY, REGULATORY OR REVENUE ENHANCEMENT OPPORTUNITIES.

PROJECTED DEBT OUTSTANDING




PROJECTED UNRESTRICTED CASH BALANCES (EXCLUDING DPH)



| | PROPOSED ALL PROJECTS | A & B PROJECTS | A PROJECTS ONLY |
|-----------------------|-----------------------|----------------|-----------------|
| CAPITAL EXPENDITURES: | | | |
| GRANT FUNDED | \$38,129 | \$28,479 | \$16,939 |
| INTERNALLY FUNDED | 26,872 | 21,785 | 14,492 |
| TOTAL | 65,001 | 50,264 | 31,431 |

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director 
DATE: June 5, 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: Granite Acquisition, Inc. and WIN Waste Innovations Holdings Inc.
Space: 90 Arboretum Drive
Use: General Office Use and Customary Accessory Uses
Term: Ten (10) Years with two extension options of five (5) years each

2. Tenant: Cambridge Trust Co.
Space: 100 Arboretum Drive
Use: General Office Use and customary accessory uses including hosting or conducting conferences provided that such conferences shall not exceed twenty (20) attendees
Term: Sixty (60) months, with one (1) extension option of five (5) years

3. Tenant: Community Health Access Network
Space: NH Avenue Retail Center, LLC
Use: Office and Related Uses
Term: Base Term of Five (5) years

4. Tenant: Liquid LP LLC
Space: 200 International Drive
Use: General Office Use
Term: Five (5) years with one (1) five (5) 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 this instance, Director Lamson was consulted and granted her consent.

P:\BOARDMTG\2023\Lease Report 6-15-23.doc

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *Peb*
Date: June 5, 2023
Re: Sublease between Farley White Pease, LLC and Cambridge Trust Co.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sub-sublease between Aries Pease One, LLC ("Aries") which was subsequently assigned to Farley White Pease, LLC and **GRANITE ACQUISITION, INC. for 50,328 square feet AND WIN Waste Innovations Holdings Inc. for 10,839 square feet located at 90 Arboretum Drive.** The sub-sublease is for ten (10) years, commencing on the Commencement Date, with two extension options of five (5) years each.

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

"Lessee's sublease Agreement is subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

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

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

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

P:\FARLEYWHITE\Board memo - 90 Arboretum Dr (WIN Waste) 6-15-2023

NOTICE OF CONSENT

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

RECITALS

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

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

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

C. Lessee has requested authorization in its original Lease to rent **50,328 square feet** on the second and third floors of Rentable Area to **Granite Acquisition, Inc. ("GAI")**, a Delaware corporation and has further amended its lease to include **10,839 square feet** of Rentable Area on the first floor at 90 Arboretum Drive to **WIN Waste Innovations Holdings Inc. (fka Granite Acquisition Inc.) ("WIN")**.

D. The proposed Sublease to **GAI** and its amendment to **WIN** is for general office use and customary accessory uses thereto in conformity with the terms of the Lease.

TERMS AND CONDITIONS

Lessor hereby consents to Lessee's Sublease, attached hereto as Exhibit A, with **GAI** and **WIN** for a total of **61,167 square feet** of Rentable Area at 90 Arboretum Drive, which sublease is and shall be subordinate to the Lease, conditioned upon the following:

1. Upon execution of the Sublease with GAI and its amendment to WIN, 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 Delaware for GAI / WIN.
2. Lessee's agreement that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the Lease.

This Notice of Consent is executed, effective this 8 day of May, 2023 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Paul E. Brean, Executive Director

EXHIBIT "A"

LEASE

THIS LEASE AGREEMENT is made this 1st day of 2001 between
Lessee: [Name], a [State] limited liability company

Lessor: [Name], [Address], [City], [State], [Zip]

Witness

and

Grantee: [Name], Inc., a Delaware corporation

Filed to the Commission on: [Date]

Notarized on: [Date]

At: [Location]

Notarized by: [Name]

Witness

In consideration of the sum of \$[Amount] paid and the covenants to be performed by Lessee, Lessor hereby leases to Lessee and Lessee shall have the benefit hereof the premises hereinafter described for the term and upon the terms and conditions set forth herein.

ARTICLE I
PROPERTY DESCRIBED

1.1. Premises. Lessor hereby leases to Lessee [Address] a parcel of land containing [Area] acres of land situated in [County], [State]. The premises are shown on the floor plan attached hereto as "Exhibit A" and the location is shown on the map attached hereto as "Exhibit B". The premises are situated in [County], [State] and are bounded by [Description]. The premises are to be used for [Purpose] and any other lawful use. Lessee shall have the right to sublease, assign, or otherwise dispose of the premises in the same manner as if the premises were its own property.

The premises extend from the top corner of the section to the bottom corner of the section and include all other land and water within the boundaries of the section. Lessee shall have the right to use the premises for the purpose of [Purpose] and any other lawful use. Lessee shall have the right to sublease, assign, or otherwise dispose of the premises in the same manner as if the premises were its own property. Lessee shall not be responsible for any taxes or assessments levied on the premises or for any other obligations of the premises. Lessee shall not be responsible for any other obligations of the premises.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of August 6, 2020 between

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

c/o Farley White Management Company, LLC
155 Federal Street, Suite 1800, Boston, MA 02110

"Landlord"

and

Granite Acquisition, Inc., a Delaware corporation

Prior to the Commencement Date: 100 Arboretum Drive, Suite 310
Newington, NH 03801

After the Commencement Date: 90 Arboretum Drive
Newington, NH 03801

"Tenant"

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

ARTICLE I PROPERTY AND USE

1.1 Premises. Landlord hereby leases to Tenant 50,328 square feet of rentable area consisting of 25,164 rentable square feet on each of the entire second floor and third floor, as shown on the floor plans attached hereto as Exhibit A ("Premises") in the building known as 90 Arboretum Drive (as the same may be expanded from time to time, the "Building") on land in the Town of Newington, County of Rockingham, and State of New Hampshire ("Land"), together with the right in common with others, to use the driveways, access ways, parking areas, sidewalks and other facilities located on the Land which serve the Building as the same may be modified from time to time as permitted by this Lease.

The Premises extend from the top surface of the subfloor to the bottom surface of the ceiling, but do not include exterior faces of exterior walls and exterior window glass, anything beyond the interior face of demising walls, and pipes, ducts, conduits, wires and fixtures serving other parts of the Building; provided, however, that Tenant shall have the right to use the space, if any, between the top surface of the ceiling and the bottom surface of the floor slab of the floor above such ceiling encompassed within the Premises, all for the purpose of installing ducts, cables and conduits, so long as (i) Tenant obtains the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed); and (ii) such installation does not interfere with the Building systems and with the quiet enjoyment of other tenants in the Building.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") dated as of September 29, 2021 between Farley White Pease, LLC, a New Hampshire limited liability company having an address c/o Farley White Management Company, LLC, 155 Federal Street, Suite 1800, Boston, MA 02110 ("Landlord"), and WIN Waste Innovations Holdings Inc., formerly known as Granite Acquisition, Inc., a Delaware corporation having an address of 90 Arboretum Drive, Suite 310, Newington, NH 03801 ("Tenant").

Preliminary Statement


Landlord and Tenant entered into that certain Lease Agreement dated as of August 6, 2020 ("Lease") pertaining to premises containing approximately 50,328 rentable square feet on the second and third floors in the building located at 90 Arboretum Drive, Newington, New Hampshire ("Original Premises"). Landlord and Tenant desire to expand the Original Premises to include the first floor of the Building containing approximately 21,677 rentable square feet as shown on the floor plans attached hereto as Exhibit A ("Expansion Premises") and to extend the term of the Lease upon the terms and conditions upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

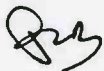
1. Premises. Effective as of February 1, 2022 ("Expansion Premises Commencement Date"), the Expansion Premises shall be added to the Original Premises and, together, shall be the Premises under the Lease. Notwithstanding the foregoing, the Expansion Premises Commencement Date pertaining solely to the half of the Expansion Premises located on the south side of the Building indicated on Exhibit A deemed to contain approximately 10,839 rentable square feet ("South Side Expansion Premises") shall be extended day for day until such South Side Expansion Premises (excluding the lobby area) are ready for occupancy (as determined pursuant to Section 2.1 of the Lease except that any reference to "Premises" shall mean the South Side Expansion Premises); provided however that if the South Side Expansion Premises (excluding the lobby area) are not ready for occupancy on February 1, 2022 due to Tenant Delay (as hereinafter defined) then the Expansion Premises Commencement Date for the South Side Expansion Premises shall be February 1, 2022. Landlord shall use commercially reasonable efforts to cause the improvements to the lobby area included in the South Side Improvements to be ready for occupancy on or before the 120th day following the date on which the remaining portion of the South Side Expansion Premises are ready for occupancy, subject to Tenant Delay and force majeure. "Tenant Delay" shall mean collectively and individually the following delays:

(a) any request by Tenant that Landlord delay the commencement, continuance or completion of Landlord's Work; or

(b) any failure by Tenant to satisfy its construction-related obligations under this Amendment and the Lease that actually delays the completion of Landlord's Work; or

10.13.21


MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director 
Date: June 5, 2023
Re: Sublease between Farley White Pease, LLC and Cambridge Trust Co.

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sub-sublease between Aries Pease One, LLC ("Aries") which was subsequently assigned to Farley White Pease, LLC and Cambridge Trust Co. for 8,200 square feet located at 100 Arboretum Drive. The sub-sublease is for sixty (60) months, commencing on the Commencement Date, with one extension option of five (5) years.

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

"Lessee's sublease Agreement is subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

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

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

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

P:\FARLEYWHITE\Board memo - 100 Arboretum Dr (Cambridge Trust) 6-15-2023

NOTICE OF CONSENT

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

RECITALS

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

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

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

C. Lessee has requested authorization to Lease **8,200 square feet** of Rentable Area at 100 Arboretum Drive to **Cambridge Trust Company** ("Cambridge"), a Massachusetts trust company.

D. The proposed Sublease to **Cambridge** is for general office use and customary accessory uses thereto including hosting or conducting conferences provided that such conferences shall not exceed twenty (20) attendees and in conformity with the terms of the Lease.

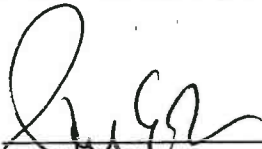
TERMS AND CONDITIONS

Lessor hereby consents to Lessee's Sublease, attached hereto as Exhibit A, with **Cambridge** for **8,200 square feet** of Rentable Area at 100 Arboretum Drive, which sublease is and shall be subordinate to the Lease, conditioned upon the following:

1. Upon execution of the Sublease with **Cambridge**, Lessee shall provide Lessor with a copy of the executed Sublease, copies of all required insurance certificates and a certificate of good standing from the State of Maryland for **Cambridge**.
2. Lessee's agreement that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the Lease.

This Notice of Consent is executed, effective this 8 day of May, 2023 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Paul E. Brean, Executive Director

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 30 day of March, 2023 between

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

c/o Farley White Management Company, LLC

155 Federal Street, Suite 1800, Boston, MA 02110

“Landlord”

and

Cambridge Trust Company, a Massachusetts trust company

1336 Massachusetts Avenue

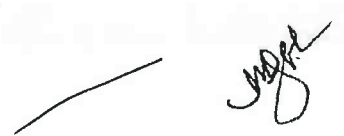
Cambridge, MA 02138

“Tenant”

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

ARTICLE I
PROPERTY AND USE

1.1 Premises. Landlord hereby leases to Tenant 8,200 square feet of Rentable Area (as hereinafter defined) on the second floor, located as shown on the floor plans attached hereto as Exhibit A (the “Premises”) within the 3-story Class A office Building known as 100 Arboretum Drive (as the same may be expanded from time to time, the “Building”) on land in the Town of Newington, County of Rockingham, and State of New Hampshire (the “Land”), together with the right in common with others, to use the driveways, access ways, parking areas, sidewalks, and other facilities located on the Land which serve the Building, together with unlimited access to and usage of the Building’s loading dock and freight elevator in cooperation with other tenants, as the same may be modified from time to time as permitted by this Lease. The Premises extend from the top surface of the subfloor to the bottom surface of the ceiling, but do not include exterior faces of exterior walls and exterior window glass, anything beyond the interior face of demising walls, and pipes, ducts, conduits, wires and fixtures serving other parts of the Building; provided, however, that Tenant shall have the right to use the space, if any, between the top surface of the ceiling and the bottom surface of the floor slab of the floor above such ceiling, and to drill into the floor slab of any floor encompassed within the Premises, all for the purpose of installing ducts, cables and conduits, so long as (i) Tenant obtains the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed); and (ii) such installation does not interfere with the Building systems and with the quiet enjoyment of other tenants in the Building.



MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *Peab*
Date: June 1, 2023
Re: Sublease between NH Avenue Retail Center, LLC and Community Health Access Network

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved of a sublease between NH Avenue Retail Center, LLC ("NH Avenue") and Community Health Access Network ("CHAN") for **1,529 square feet at 14 Manchester Square (Suite #235)** with a **base term of five (5) years**. CHAN will use the premises for general office and related uses.

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

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

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

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

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

NOTICE OF CONSENT

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

RECITALS

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

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

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

C. Lessee has requested authorization to sublease **1,529 square feet (Suite # 235)** within the Leased Premises to **Community Health Access Network ("CHAN")**, qualified to do business in the state of New Hampshire.

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

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with PFA, for approximately **1,529 square feet** within the Leased Premises.
2. Upon execution of the sublease with PFA, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for **CHAN**.
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 5 day of June, 2023 by the Pease Development Authority.

PEASE-DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

NH AVENUE RETAIL CENTER, LLC

5/25/2023
Date

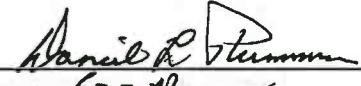
By: 
Its: Co-Manager

EXHIBIT A

SUBLEASE

BEARER

BEYOND

THESE TERMS AND CONDITIONS

AS

APPLICABLE

AND

THESE TERMS AND CONDITIONS

AS

APPLICABLE

THESE TERMS AND CONDITIONS

APPLICABLE

THESE TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS

SUBLEASE

BETWEEN

NH AVENUE RETAIL CENTER, LLC

AS
"SUBLESSOR"

AND

COMMUNITY HEALTH ACCESS NETWORK (CHAN)

AS
"SUBLESSEE"

14 MANCHESTER SQUARE

SUITE #235

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF MAY 18th, 2023

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul E. Brean, Executive Director *PAB*
Date: June 1, 2023
Re: Sublease between 200 International Limited Partnership and Liquid LP, 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 at 200 International Drive between 200 International Limited Partnership ("TIG") for the following tenants:

- A. Tenant: Liquid LP LLC
Space: 13,509 square feet
Use: General Office Use
Term: For a term of five (5) years with one (1) five (5) year option to renew

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

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

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

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

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

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 200 International Limited Partnership ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 200 International Drive at Pease International Tradeport on April 5, 2001, as amended (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 13,509 square feet of the Leased Premises at **200 International Drive (Suite #105)** to **Liquid PC, LLC** ("Sublessee"), a New Hampshire limited liability company authorized to do business in New Hampshire.

D. The proposed sublease to Sublessee is for general office use which must conform to the uses authorized by the Pease Development Authority and for no other uses without Lessee's and PDA's prior written consent.

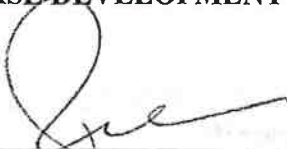
TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with Sublessee for approximately 13,509 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 5 day of June, 2023 by the Pease Development Authority, and conditioned upon the acceptance by the Lessee as noted by the signature below.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED BY:

200 INTERNATIONAL LIMITED PARTNERSHIP

5/25/2023
Date

By: 
Its: Co-Manager

✓

SUBLEASE

BETWEEN

200 INTERNATIONAL, LIMITED PARTNERSHIP

AS
"SUBLESSOR"

AND

LIQUID PC, LLC

AS
"SUBLESSEE"


200 INTERNATIONAL DRIVE

SUITE #105

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ~~APRIL 21~~^{May 4}, 2023

MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: Paul E. Brean, Executive Director 
DATE: June 5, 2023
SUBJECT: Contract Reports

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

1. Project Name: Pease Golf Course – Pete’s Toilet Rental
Board Authority: Director Ferrini
Summary: Seven (7) Portable Toilets with service twice a week from July 1, 2023 through October 31, 2023
Cost: \$7,350.00

2. Project Name: 16 Pease Boulevard
Board Authority: Director Ferrini
Summary: Replacement of Septic Pump and Floats - Chris-Co Construction Services, Inc.
Cost: Not to Exceed \$3,000.00

3. Project Name: Pease Golf Course – Two T’s Services, Inc.
Board Authority: Director Ferrini
Summary: Purchase and installation of a Blueair 900A and a Blueair 500A Ice Makers
Cost: \$8,310.74

4. Project Name: Portsmouth International Airport at Pease
Board Authority: Director Ferrini
Summary: Purchase from Honeywell International of Airport Access Cards
Cost: \$1,750.00

P:\BOARDMTG\2023\Contract Report 6-15-2023.docx

PROPOSAL

Chris-Co Construction Services, Inc.

Philbrick Septic Tank Service

3607 Lafayette Road, Suite 4
Portsmouth, NH 03801-6093
Phone (603) 436-0315 • Fax (603) 431-2360
Chris-Co@comcast.net

| | | |
|---------------------------------------|---------------|--------------------------------|
| Pease Development Auth. c/o KC Conley | | May 23, 2023 |
| 691 Exeter Road | Job Type : | Replace Septic Pump and Floats |
| Hampton, NH 03842 | Job Location: | 16 Pease Blvd., Newington, NH |

THIS PROPOSAL IS GIVEN AS A "NOT TO EXCEED" PRICE FOR PUMP STATION REPAIR WORK

1. Supply Confined Space Entry equipment for service tech.
2. Supply new matching spec septic pump to replace failed unit.
3. Supply four new control floats to replace suspect failed units.
4. Supply equipment, materials and labor to install above listed and wire all to existing control panel.
5. Test all for proper operation.

THANK-YOU FOR THE OPPORTUNITY TO BID YOUR PROJECT!!!

We Propose hereby to furnish materials and labor complete in accordance with the above specifications, for the sum of :
Not To Exceed \$ 3,000.00 Dollars \$ **3,000.00**

Payment to be made as follows. Net Due: 30 Days.

Invoices over 30 Days will be charged 2% per month (24% per year) on past due balances.

Signer agrees to pay all costs associated with collections of any unpaid balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, flood, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized
Signature:



Note: This proposal may be
withdrawn by us if not accepted within Fifteen (15) Days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

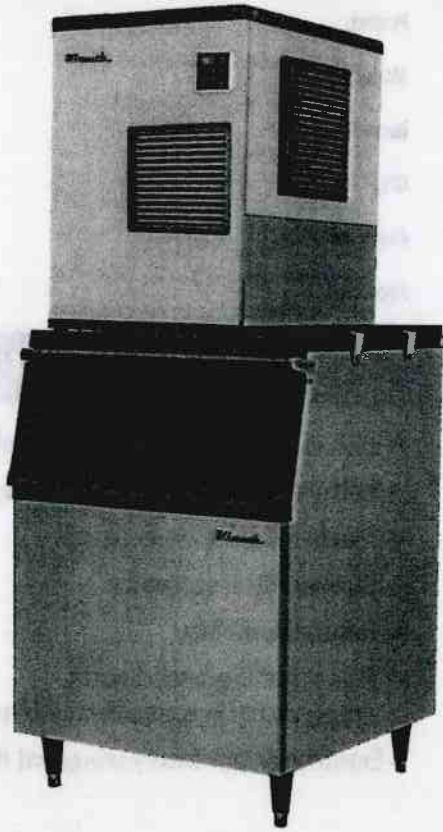
Date of Acceptance: _____

Signature _____

ICE MACHINE | BLMI-500A

L x D x H — 22" x 27^{3/8}" x 30^{5/8}"

Blueair



Project:

Model#:

Item #:

Qty:

Available W/H:

Approval:

STANDARD FEATURES

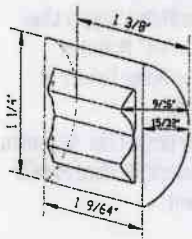
- BLMI-500A produces up to 538 lbs. of ice daily
- Units produce individual crescent ice cubes
- Durable stainless steel cabinet
- Stainless steel evaporator
- Removable air filter
- Digital Self Diagnostic System (power switch is accessible without panel removal)
- Environmentally friendly refrigerant (R-410A)
- Energy Star Certified

Shown on Bin BLIB-500S

WARRANTY: 3 Years Parts and Labor
5 Years Compressor Evaporator Warranty
Valid in the Continental United States



Cube Dimensions*



*Approximate size in inches, image not to scale.

Operating Limits

- Ambient Temp Range 45 - 100°F
- Water Temp Range 45 - 90°F
- Water Pressure 30 - 100 PSIG
- Voltage Range 100 - 130V

Service

- Panels easily removed and all components accessible for service.
- Removable/cleanable air filters.
- Allow 6" (15cm) clearance at rear, sides, and top for proper air circulation and ease of maintenance/service.

Plumbing

- Icemaker Water Supply Line: Minimum 3/8" Nominal ID Copper Water Tubing or Equivalent
- Icemaker Drain Line: Minimum 3/4" Nominal ID Hard Pipe or Equivalent

*BLUE AIR has the right to change specifications without further notice.

| Condenser | Model | ICE PRODUCTION | | | | Air 90°F / Water 70°F | | Min. Circuit Amperage | Voltage V/Hz/PH | Shipping Weight lbs / kg | Energy Star® |
|------------|-----------|------------------------------------|----------|-----------|-------|-----------------------|----------------------------------|-----------------------|-----------------|--------------------------|--------------|
| | | Air / Water Temp Lbs. per 24 hours | | Per Cycle | | KWH per 100 lbs. | Portable Water Gal. per 100 lbs. | | | | |
| | | 70°/50°F | 90°/70°F | Lbs. | Cubes | | | | | | |
| Air-Cooled | BLMI-500A | 538 | 443 | 9.83 | 480 | 5.22 | 13.55 | 14 | 115V/60/1 | 161 / 73 | YES |

ICE MACHINE | BLMI-900A

L x D x H — 30" x 27^{3/8"} x 37^{3/4"}

Blueair



Project:

Model#:

Item #:

Qty:

Available W/H:

Approval:

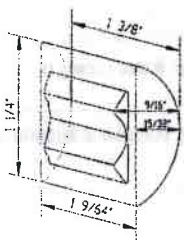
STANDARD FEATURES

- BLMI-900A produces up to 890 lbs. of ice daily
- Units produce individual crescent ice cubes
- Durable stainless steel cabinet
- Stainless steel evaporator
- Removable air filter
- Digital Self Diagnostic System (power switch is accessible without panel removal)
- Environmentally friendly refrigerant (R-410A)

WARRANTY: 3 Years Parts and Labor
5 Years Compressor Evaporator Warranty
Valid in the Continental United States



Cube Dimensions*



*Approximate size in inches, image not to scale.

Operating Limits

- Ambient Temp Range 45 - 100°F
- Water Temp Range 45 - 90°F
- Water Pressure 30 - 100 PSIG
- Voltage Range 208 - 230V

Service

- Panels easily removed and all components accessible for service.
- Removable/cleanable air filters.
- Allow 6" (15cm) clearance at rear, sides, and top for proper air circulation and ease of maintenance/service.

Plumbing

- Icemaker Water Supply Line: Minimum 3/8" Nominal ID Copper Water Tubing or Equivalent
- Icemaker Drain Line: Minimum 3/4" Nominal ID Hard Pipe or Equivalent

*BLUE AIR has the right to change specifications without further notice.

| Condenser | Model | ICE PRODUCTION | | | | Air 90°F / Water 70° F | | Min. Circuit Amperage | Voltage V/Hz/PH | Shipping Weight lbs / kg | Energy Star® |
|------------|-----------|------------------------------------|----------|-----------|-------|------------------------|----------------------------------|-----------------------|-----------------|--------------------------|--------------|
| | | Air / Water Temp Lbs. per 24 hours | | Per Cycle | | KWH per 100 lbs. | Portable Water Gal. per 100 lbs. | | | | |
| | | 70°/50°F | 90°/70°F | Lbs. | Cubes | | | | | | |
| Air-Cooled | BLMI-900A | 890 | 706 | 14.35 | 720 | 4.92 | 13.8 | 9 | 208-230V/60/1 | 227 / 103 | N/A |

Portsmouth International Airport Access Cards



Honeywell International
207 Larrabee Rd
Westbrook ME 4092 US

Quote Date: 18-May-23

Quote Number: 12520165

Honeywell Professional: Kirk Thomas
Kirk.Thomas@honeywell.com

Site: Pease Development Authority
55 International Dr
Portsmouth NH 03801

Customer: Pease Development Authority
55 International Dr
Portsmouth NH 03801

OVERVIEW OF SCOPE

Honeywell to provide Qty 100 access cards (Part No. 92940025400) Quadra key cards with no logo or mag stripe.

INCLUSIONS / EXCLUSIONS

INCLUSIONS

- This quote is subject to Honeywell's Core Contracting Terms.

EXCLUSIONS

- Supply Parts Only - No Labor Included.
- Does not include labor to program
- Does not include additional items other than the ones described above

PRICE

QUOTATION TOTAL (USD) \$ 1,750.00

THIS QUOTATION is valid for 30 days.
Currency: USD

BILLING TERMS

| MILESTONE NUMBER | MILESTONE DESCRIPTION | MILESTONE PERCENTAGE |
|------------------|--|----------------------|
| Milestone 1 | Full value (100%) billed at receipt of customer purchase order | 100 |

Quote Number : 12520165
Portsmouth International Airport Access Cards

Terms and Conditions

This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

To accept this proposal, simply sign the document and return together with an official purchase order to either the issuing engineer or via post/fax to the address listed above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

Honeywell Professional

Customer Acceptance

Name: Paul E. Brian

Title: Executive Director

Date: _____

Signature: _____

Purchase Order #: _____

Addendum to Contract or Agreement

Honeywell International, Inc. – Badge Media Purchase Quote Dated 5/18/23 (12520165)

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

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

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

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

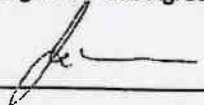
Furthermore, PDA will not enter into contracts or agreements which:

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

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

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

Date: _____



Honeywell International, Inc.

By: Ian K Coulthard

Its: Service Business Leader

Date: _____

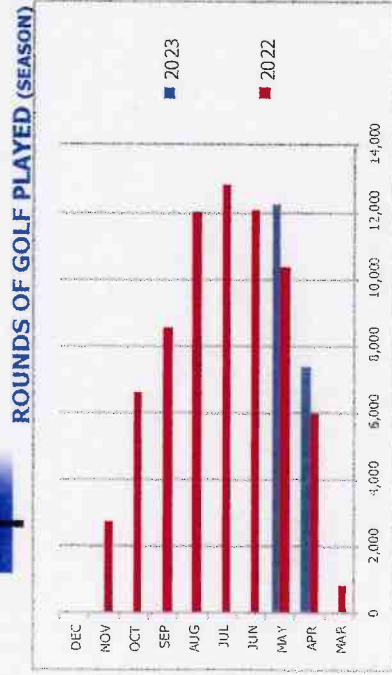
Pease Development Authority

By: _____

Paul Brean

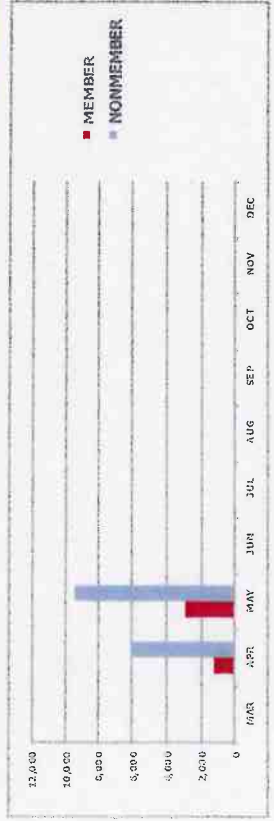
Its: Executive Director

KEY GOLF COURSE BENCHMARKING DATA



| SEASON | 2022 | 2023 |
|---------------|--------|--------|
| ROUNDS PLAYED | 71,985 | 19,609 |
| RAIN DAYS | 51 | 16 |

2023 MEMBER / NONMEMBER ROUNDS (SEASON)



| GRILL 28 GROSS SALES | FY 2023 | FY 2022 | CONCESSION FEES EARNED (17%) | FY 2023 | FY 2022 | CONCESSION FEES EARNED (17%) |
|----------------------|------------------|------------------|------------------------------|--------------------|--------------------|------------------------------|
| JULY | \$495 | \$1,158 | 50,327 | 296,042 | \$262,957 | 44,703 |
| AUGUST | \$827 | \$915 | 61,341 | 360,829 | 270,631 | 46,007 |
| SEPTEMBER | \$1,509 | \$326 | 50,536 | 297,268 | 235,234 | 39,990 |
| OCTOBER | \$4,441 | \$4,244 | 38,692 | 227,600 | 191,416 | 32,541 |
| NOVEMBER | \$13,652 | \$14,746 | 25,123 | 147,784 | 119,952 | 20,392 |
| DECEMBER | \$21,235 | \$23,112 | 29,192 | 171,720 | 138,710 | 23,561 |
| JANUARY | \$27,493 | \$24,253 | 24,545 | 144,384 | 94,159 | 16,007 |
| FEBRUARY | \$26,027 | \$26,580 | 24,070 | 141,590 | 109,814 | 18,668 |
| MARCH | \$27,745 | \$23,360 | 26,667 | 156,867 | 150,980 | 25,667 |
| APRIL | \$5,099 | \$4,429 | 38,960 | 229,175 | 190,483 | 32,382 |
| MAY | - | \$135 | 56,013 | 329,489 | 284,835 | 48,422 |
| JUNE | - | \$517 | - | - | 312,758 | 53,169 |
| TOTAL | \$128,523 | \$119,346 | \$425,467 | \$2,502,748 | \$2,361,929 | \$401,528 |

| CLUB / COURSE FUNCTIONS | FY 2023 YTD | FY 2022 YTD |
|-------------------------|-------------|-------------|
| GROUPS 20-59 | 49,680 | 47,023 |
| TOURNAMENT PLAY | 234,357 | 150,121 |
| LEAGUES | 84,759 | 81,414 |
| FOOD AND ROOM FEES | 335,127 | 196,257 |

| 2023 ROUNDS- SEASON | MEMBER | NONMEMBER | TOTAL |
|---------------------|--------------|---------------|---------------|
| MEMBER | 4,185 | - | 4,185 |
| NONMEMBER | - | 15,624 | 15,624 |
| TOTAL | 4,185 | 15,624 | 19,809 |

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

2023 PHS JV Golf Pease

| | | | |
|----------------------|--------|-----------|-----------------|
| Tuesday, August 15 | 7:20am | Back Nine | Tryouts 7 Times |
| Wednesday, August 16 | 7:20am | Back Nine | Tryouts 7 times |
| Monday, August 21 | 4:55am | Back Nine | 2 Times |

| | | | |
|-------------------------|--------|-----------|---------------|
| Monday, September 11 | 4:00pm | Back Nine | Match |
| Wednesday, September 13 | 4:00pm | Back Nine | Varsity Match |
| Wednesday, September 20 | 4:00pm | Back Nine | Match |
| Tuesday, September 26 | 4:00pm | Back Nine | Match |

Play Dates

| | | |
|------------------------|--------|------------|
| Tuesday, August 22 | 4:12pm | Back Nine |
| Wednesday, August 23 | 4:55pm | Back Nine |
| Monday, August 28 | 3:50pm | Front Nine |
| Tuesday, August 29 | 4:20pm | Front Nine |
| Tuesday, September 5 | 4:10pm | Back Nine |
| Wednesday, September 6 | 4:50pm | Back Nine |
| Tuesday, September 12 | 4:15pm | Front Nine |
| Thursday, September 14 | 4:00pm | Back Nine |
| Monday, September 18 | 4:00pm | Back Nine |
| Thursday, September 21 | 4:00pm | Back Nine |
| Monday, September 25 | 3:40pm | Back Nine |
| Thursday, September 28 | 3:40pm | Back Nine |
| Monday, October 2 | 3:46pm | Back Nine |
| Thursday, October 5 | 3:46pm | Back Nine |



William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

May 26, 2023

Andrew Pomeroy
Pease Development Authority
36 Airline Drive
Portsmouth, NH 03801

Dear Mr. Pomeroy:

On April 14, 2023, the New Hampshire Department of Transportation, Bureau of Aeronautics (BOA) conducted a "5010" safety inspection of Skyhaven Airport. The purpose was to identify any aviation safety concerns and to document airport conditions. These annual inspections are conducted by BOA personnel who have specific program training provided by the FAA. Under this program, an inspector collects information concerning the operations, physical condition of the runway(s), and visual landing aids at the airport. Additionally, the inspector collects spatial data on existing and potential obstructions surrounding the airport, however this is not a replacement for an obstruction survey conducted by a licensed surveyor. The "5010" inspection collects information to enhance safety for the flying public. As you are probably aware, the data gathered during the inspections forms the basis for federally-produced flight publications such as the Chart Supplement, numerous Aeronautical Charts, and certain instrument approach/departure procedures. Additionally, several privately-produced flight guides also rely on FAA Form 5010 as a primary source of information.

The inspection itself focuses on the airport's compliance with FAR Part 77, "Objects Affecting Navigable Airspace," and various FAA Advisory Circulars.

Overall, the airport is in excellent condition and is being very well maintained.

Runway Surface and Markings

Runway 15/33 is paved and is reported as 4,201 feet long by 75 feet wide. The pavement is in good condition. The runway markings are fair to good condition and are recommended to be replaced in two years.

Runway Safety Area

For Skyhaven Airport, the runway safety area (RSA) is centered on the runway centerline, is 120 feet wide and extends 240 feet beyond the runway ends. There were numerous areas of plow damage that I was advised would be repaired shortly. There were no other safety issues observed relative to the RSA.



Obstacle Free Zone & Object Free Area

For Skyhaven Airport, the runway obstacle free zone (OFZ) is centered on the runway centerline, is 250 feet wide, and extends 200 feet beyond the runway ends. The runway object free area (OFA) is centered on the runway centerline, is 250 feet wide, and extends 240 feet beyond the runway ends. There were no safety issues observed relative to the OFZ and OFA.

FAR Part 77 Primary Surface

Skyhaven Airport's runway is classified as a B-I "utility" runway with a non-precision approach to Runway 15 (as of December 2022) and Runway 33. The Primary Surface is centered on the runway centerline with a width of 500 feet. Since the runway surface is paved, the Primary Surface extends 200 feet beyond the runway ends. Any object that penetrates the Primary Surface at the runway ends is considered a close-in obstruction.

No close-in obstructions were observed for Runway 15 or 33.

FAR Part 77 Approach Surfaces and Obstructions

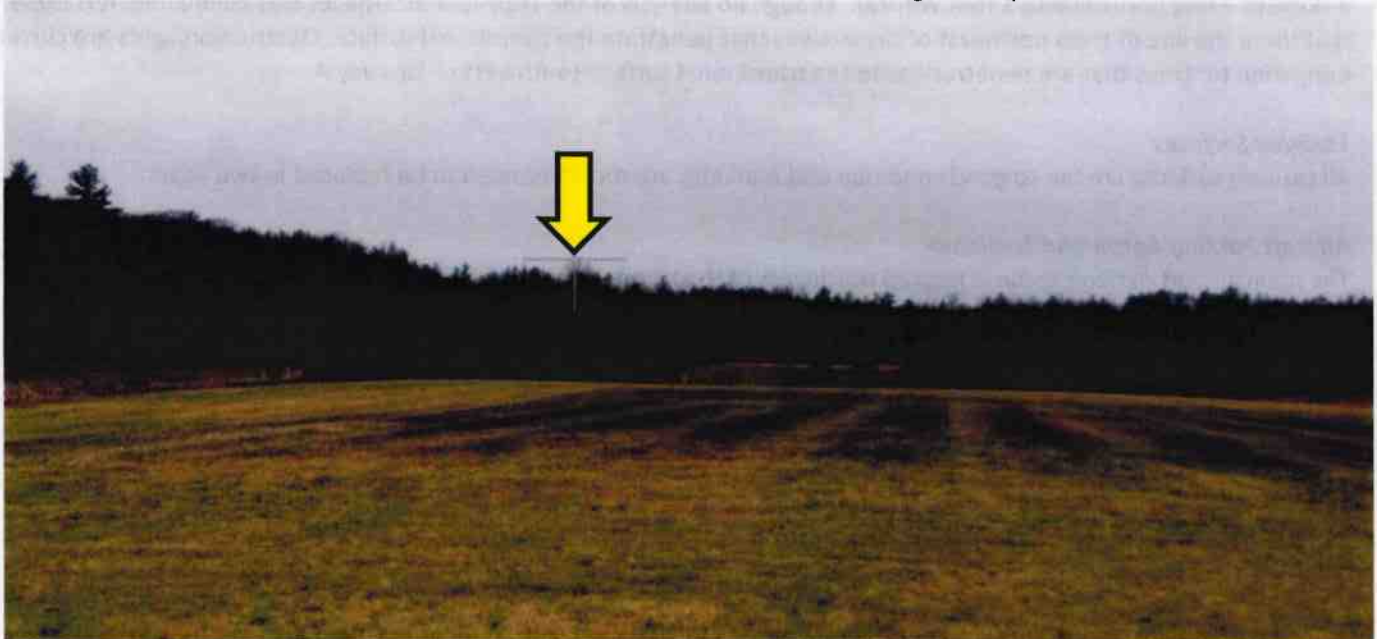
The Approach Surfaces for Skyhaven Airport are in the shape of a trapezoid and begin at the runway ends of the Primary Surface where they are 500 feet wide. For Runway 15 and for Runway 33, the Approach Surface flares out from the end of the Primary Surface to a width of 2,000 feet at a distance of 5,000 feet. The Approach Surfaces are then tilted up at a slope of 20 feet horizontal to 1 foot vertical (20:1) for both runways. Any object that penetrates these imaginary surfaces is considered an obstruction. The obstruction with the greatest slope angle is defined as the controlling obstruction.

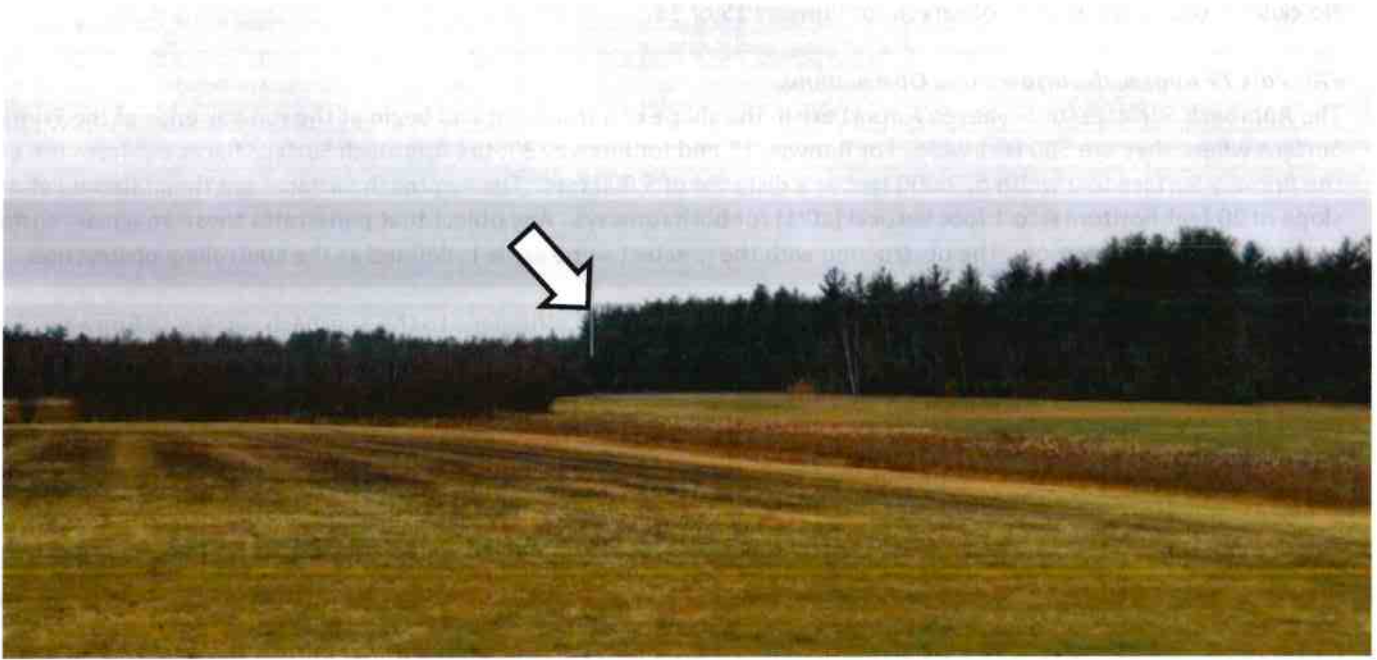
The following table shows all objects that were determined to be obstructions to the approach surface to Runway 15.

| Runway | Obstruction | Height Above Rwy End | Distance from Rwy End | Left or Right of Centerline (Pilot's View) | Slope |
|--------|-------------|----------------------|-----------------------|--|-------|
| 15 | Trees | 49 feet | 780 feet | 300 feet right | 12:1 |
| 15 | Trees | 92 feet | 1571 feet | 248 feet right | 14:1 |

No obstructions were observed for Runway 33.

The following images were taken from the approach end of Runway 15. The trees indicated by the yellow arrow in the next picture and the white arrow in the second picture are the controlling obstructions. The low growth nearer the runway end are also obstructions to the approach surface but were not calculated during this inspection.





FAR Part 77 Transitional Surfaces

The Transitional Surfaces extend away from the edges of the Primary Surface perpendicular to the extended centerline at a slope of 7 feet horizontal to 1 foot vertical. Though no analysis of the Transitional Surfaces was conducted, it is likely that there the line of trees northeast of the runway that penetrate the transitional surface. Obstruction lights are current mitigation for trees that are penetrations to the transitional surface southwest of Taxiway A.

Taxiway Surfaces

All taxiway surfaces are fair to good condition and markings are recommended to be replaced in two years.

Aircraft Parking Apron and Taxilanes

The main aircraft parking apron is located northwest of the terminal building. The parking apron consists of aircraft tiedown spots and an aircraft refueling station. The apron surface is in poor condition due to large, uneven cracking. Pavement rehabilitation is recommended to address the pavement condition. Skyhaven Airport is planning to address the Aircraft Parking Apron pavement in a future State Block Grant project.



The parking apron near the aircraft hangars is in good condition.



Windsock and Segmented Circle

There were no safety issues observed with regard to the windsock and segmented circle.



Airport Lighting

The airport lighting was in good shape with no noticeable fixtures missing.

Approach Light Plane

The Approach Light Plane is an imaginary surface associated with the approach lighting system. The plane is rectangular in shape, is 400 feet wide, is centered on the approach lighting system centerline, and passes through the beam center of the steady-burning lights in the system. It originates at the landing threshold and extends 200 feet beyond the last light bar. No objects are permitted above the Approach Light Plane. There were no observed penetrations to the Approach Light Plane.

Limitations

Skyhaven Airport is registered as a publicly owned, commercial use, open to the public airport. As such, there are no limitations placed on the types of activities or operations conducted at the airport.

References

References utilized for this inspection are available on the internet at www.faa.gov:

- FAR Part 77, "Objects Affecting Navigable Airspace"
- FAA Advisory Circular 150/5300-13B, "Airport Design"
- FAA Advisory Circular 150/5340-30J, "Design and Installation Details for Airport Visual Aids"

Andrew Pomeroy
May 26, 2023
Page 8 of 8

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

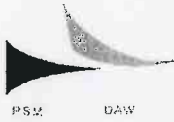
- FAA Advisory Circular 150/5340-1L, "Standards for Airport Markings"
- FAA Advisory Circular 150/5345-27F, "Specification for Wind Cone Assemblies"
- FAA Advisory Circular 150/5340-5D, "Segmented Circle Airport Marker System"

It was a pleasure visiting Skyhaven Airport for this inspection. Should you have any questions relating to the inspection or any other aviation matter, please do not hesitate to contact me at (603) 271-1677 or at Richard.J.Dyment@dot.nh.gov.

Sincerely,



Richard J. Dyment
Aviation Planner
Bureau of Aeronautics



PEASE
AIRPORT
MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801
603.433.6536

Memorandum

To: John Meehan, Airport Operations Manager *JM*
From: Sandy McDonough, Airport Community Liaison *SM*
Date: June 1, 2023
Re: Noise Report for May, 2023

The Portsmouth International Airport at Pease received one noise inquiry in May, 2023.

- May 31, 2023: A downtown Portsmouth, NH resident inquired regarding numerous large military aircraft flying over his house. He felt the flight pattern was new. On this day, there were many military jets and small aircraft flying in and out of Portsmouth utilizing Runway 16. The traffic patterns had not changed; however, Air Traffic Control had separated large aircraft and small aircraft flight patterns by sending smaller aircraft in a left traffic pattern while sending the larger aircraft in a right traffic pattern, or vice versa.

MOTION

Director Fournier:

The Pease Development Authority (“PDA”) Board of Directors hereby approves the draft language of the proposed amendment to the Zoning Ordinance of the PDA Land Use Controls, regarding creation of an Overlay District, and authorizes the Executive Director to schedule a public hearing before the Board on the amendment directly before the Board’s August 17, 2023, meeting; all in accordance with the memorandum of Michael R. Mates, Director of Engineering, dated May 30, 2023; attached hereto.

Memorandum

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

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

Date: May 30, 2023

Subject: Creation of a Zoning Overlay District

The Pease Development Authority (“PDA”) Land Use Controls were enacted in the early 1990’s and have been amended a number of times over the years, most recently in the spring of 2022.

For over 20 years, the New Hampshire Department of Transportation (“NHDOT”) has operated the Park and Ride ground transportation facility (“Park and Ride”) off of Grafton Drive and I-95 at the southern end of the Tradeport. The Park and Ride serves an important role in the region’s transportation network and is very popular with commuters and travelers to Boston, as well as New York City. The Park and Ride is situated on both land owned by the NHDOT and land owned by the PDA. NHDOT operates the Park and Ride on PDA land pursuant to a right-of-entry agreement approved by the PDA Board of Directors. In regards to Park and Ride land owned by the PDA, the property spans two PDA zones, the Airport Zone and the Natural Resource Protection Zone.

In order to formally recognize the Park and Ride under the PDA Land Use Controls, staff is proposing the creation of a Park and Ride Overlay District, covering the existing facility on PDA land. Overlay districts are special zoning districts that “overlay” existing zones and set forth special provisions in addition to those of the underlying zone. The Park and Ride Overlay District would specifically permit the use of the land within the overlay district for ground transportation and vehicular parking facilities. While NHDOT’s historic use has not been constrained by PDA zoning as it is a State entity, the creation of an overlay district would formalize this important public transportation use on PDA land.

In summary, the following amendment is proposed:

Chapter 300 – Zoning Ordinance

Adopt Part 303-B, Overlay Districts (attached), and establish the Pease Park and Ride Overlay District covering the area of the existing Park and Ride facility. The purpose of the Park and Ride Overlay District is to permit the use of land within the district for ground transportation and vehicular parking facilities. The permitted uses would include ground transportation terminals and vehicular parking facilities. The PDA Zoning Map would be amended to depict the overlay district (attached).

Given the location of the Park and Ride within the boundaries of the City of Portsmouth, and the City's role in enforcing PDA land use controls in such areas, staff provided the City Planning Director with a copy of the draft amendment and requested any comments. The Portsmouth Planning Director has indicated that he has no comments on the proposed overlay district.

At the PDA Board's June 2023 meeting, please ask the Board to begin the process of adopting this amendment. If the Board votes in favor (4 affirmative votes required), it should also establish a date and time for a public hearing. A notice of the hearing, which will contain a description of the proposed language, will be published in a local newspaper and publicly posted. Written comment will be accepted up until one week before the date of the hearing. We are proposing to hold the public hearing directly in advance of the Board's August 2023 meeting.

After a public hearing and consideration of any comments, the Board would vote on whether to adopt the amendment. This vote could occur at the next regular meeting in September, or possibly earlier. A motion to adopt Land Use Control amendments requires 5 affirmative votes to pass.

PART 303-B Overlay Districts

303-B.01 Relationship to Underlying Zoning Districts

Overlay districts apply special rules to manage land use in specific areas that may be portions of a single zoning district or that may overlap two or more zoning districts. The rules for overlay districts supplement the regulations contained in other sections of this Zoning Ordinance. Except as specifically provided otherwise in the regulations for an overlay district, all regulations of the underlying zoning district shall apply. Where there is a conflict between the regulations of an overlay district and those of the underlying district, the overlay district regulations shall control.

303-B.02 Establishment of Overlay Districts

(a) The following overlay districts are established:

(1) Pease Park and Ride Overlay District

303-B.03 Overlay District Locations

(a) The Pease Park and Ride Overlay District is identified on the Zoning Map.

303-B.04 Pease Park and Ride Overlay District

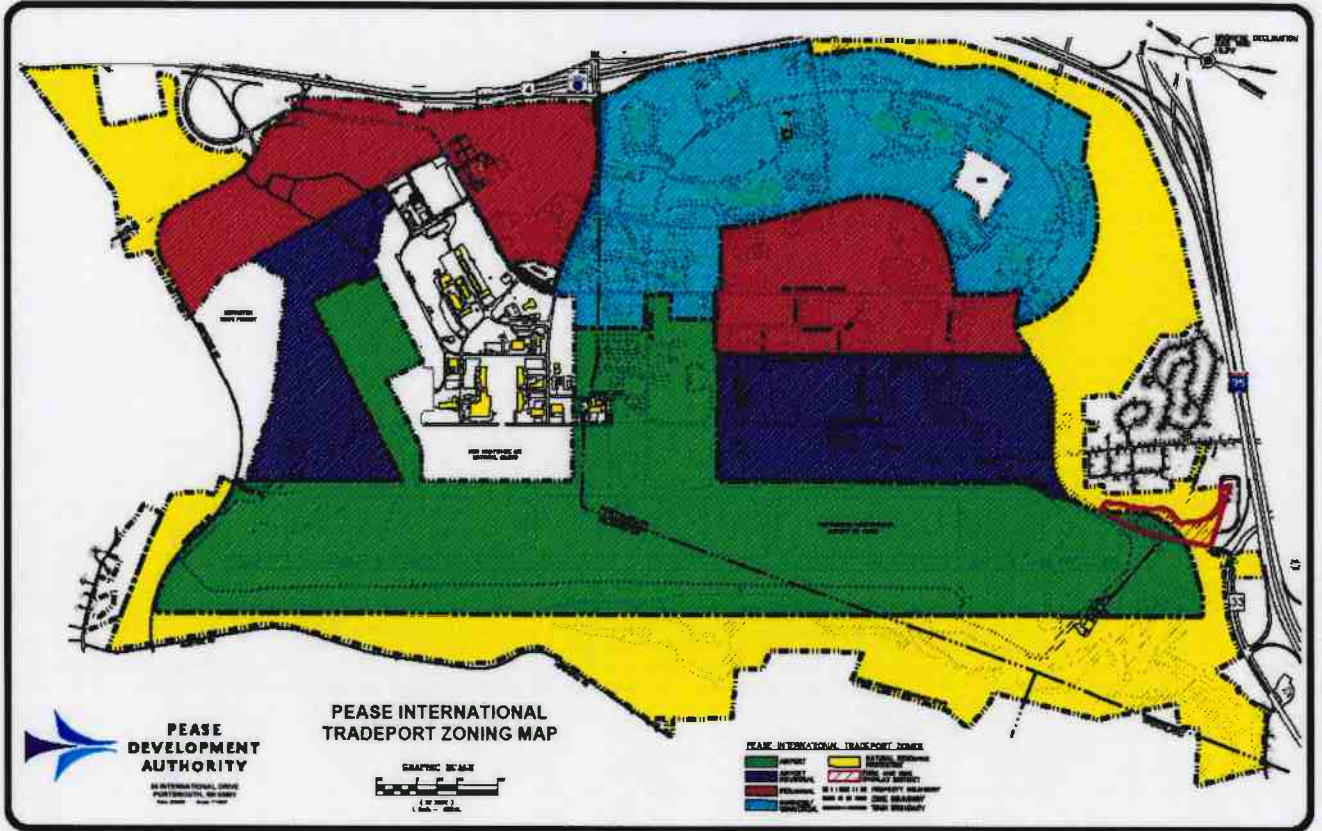
(a) Purpose. The purpose of the Pease Park and Ride Overlay District is to permit the use of land within the district for ground transportation and vehicular parking facilities.

(b) Permitted Uses

(1) Ground transportation terminals, including bus terminals and commuter van, taxi, limousine, and valet services.

(2) Vehicular parking garages and lots.

(c) Restrictions. No structure shall be erected in the Pease Park and Ride Overlay District that interferes with the aerial approaches to the runway at the Portsmouth International Airport at Pease or that creates an airport hazard.



MOTION

Director Lamson:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to take all such action as may be required or appropriate to increase the current aviation fuel flowage fee rate by \$0.01, from \$.05 to \$.06 per gallon on 100 low lead fuel and Jet A fuel, commencing July 1, 2023; all in accordance with the memorandum of Andrew Pomeroy, Manager, Director of Aviation Planning & Regulatory Compliance, dated June June 1, 2023, attached hereto.


NOTE: Roll Call vote required.




PEASE
AIRPORT
MANAGEMENT

36 Airline Ave., Portsmouth, NH 03801

603.433.6536

To: Paul E. Brean, Executive Director 

From: Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance 

Date: 6/1/2023

Subj: Aviation Fuel Flowage Fee Increase

On July 1, 2018, Portsmouth International Airport at Pease ("PSM") implemented an aviation fuel flowage fee of 2 cents per gallon on Jet A and 100LL fuel sales. That amount increased to 3 cents in July, 2020 and 1 cent each year thereafter. At its June, 2022 meeting the Board approved an increase to the fuel flowage fee by 1 cent to 5 cents per gallon.

PSM continues to recognize a significant increase in operating expenses associated with maintenance and security requirements to maintain airport certification. Additionally, capital expenditures have also been committed to address increased aviation activity to include the funding of environmental protection initiatives and the deterioration of primary airfield asphalts. It is my recommendation the fuel flowage fee for both Jet A and 100LL fuel be increased to 6 cents per gallon effective July 1, 2023, to provide additional aeronautical revenue to support the continued increase in operational expenses.

Fuel flowage fees are one of the few FAA approved revenue sources for airports throughout the country with a national average of 10-11 cents per gallon. The table below is a survey of similar airports in the Northeast comparing fuel prices and associated fuel flowage fees. Neighboring airports average 9 cents a gallon for a flowage fee.

With a proposed 1 cent increase PSM will continue to remain extremely competitive with surrounding airports. Considerable attention should be given to the fact PSM is the only airport in the survey that does not also charge landing fees to aircraft operators. Although landing fees are the most significant contributor to aeronautical revenue at airports, PSM is conscientious of the fact that ninety percent (90%) of PSM traffic can choose to use an alternate airport. A minimal increase to fuel flowage fee will safeguard operators seeking better value at alternative airports.

It is my recommendation that you request Board authorization to increase the fuel flowage fee 1 cent per gallon, to 6 cents on both 100 low lead fuel and Jet A fuel. This fee will commence on July 1, 2023 and will be collected on a monthly basis directly from our Fixed Based Operator and authorized self-fueling tenants.

| Airport | 100 LL | Jet A | Fee | Fee |
|---------|--------|---------|-------------------------------------|------------------|
| PSM | \$6.30 | \$5.75 | \$0.04/gal Avgas | \$0.05/gal Jet A |
| MHT | \$7.79 | \$6.35 | 2.56% FBO Sales | 2.56% FBO Sales |
| BED | \$9.00 | \$10.10 | \$0.11/gal Avgas | \$0.20/gal Jet A |
| ORH | \$8.16 | \$6.92 | \$0.05/gal Avgas | \$0.11/gal Jet A |
| PVD** | \$6.82 | \$8.09 | \$0.02 w/ 37.5 million gallon MAG** | 10% FBO Sales |
| BVY | \$6.82 | \$6.13 | \$0.10/gal Avgas | \$0.10/gal Jet A |
| BGR* | \$6.12 | \$4.24 | No Fee | No Fee |
| PWM | \$6.50 | \$4.58 | % FBO Sales | % FBO Sales |

*BGR Airport runs FBO and sells the fuel

** Minimum Annual Guarantee sales. Sponsor owned fuel dispensing consortium



Pease Development Authority
 DIVISION OF PORTS AND HARBORS
MOORING PERMIT APPLICATION ANALYSIS

| Action | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|--|------|------|------|------|------|------|------|------|------|
| A. Mooring Applications | | | | | | | | | |
| Sent out (January) | 1464 | 1429 | 1420 | 1413 | 1435 | 1432 | 1412 | 1489 | 1532 |
| B. Completed Applications | 1345 | 1305 | 1317 | 1291 | 1326 | 1319 | 1333 | 1391 | 1393 |
| (Received before the late filing deadline.) | | | | | | | | | |
| C. Applicants Missing the Late filing Period. | 119 | 124 | 120 | 122 | 109 | 113 | 79 | 98 | 139 |
| (10 business days) | | | | | | | | | |
| D. Voluntarily gave up permit (can NOT renew) | 32 | 15 | 28 | 25 | 14 | 7 | 1 | 3 | 23 |
| E. Deceased (Known) | 5 | 1 | 1 | 1 | 2 | 3 | 2 | 0 | 1 |
| F. Shorefront or Those in Areas With No Waitlist. | 53 | 83 | 63 | 47 | 53 | 45 | 46 | 66 | 58 |
| (Can re-apply at any time) | | | | | | | | | |
| G. Permits Expired March 31 (cannot be renewed) (C minus D,E and F) | 29 | 19 | 28 | 49 | 40 | 46 | 30 | 27 | 57 |
| H. Percentage (A minus G) | 2.0% | 1.3% | 2.0% | 3.5% | 2.8% | 3.2% | 3.3% | 1.8% | 3.7% |

MOORING WAITLIST ANALYSIS

| | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2022</u> | <u>2023</u> |
|---|-------------|-------------|-------------|-------------|-------------|
| 1.# OF MOORING SITES REQUESTED ON THE WAITLIST: | 915 | 916 | 1001 | 848 | 857 |
| 2. # OF INDIVIDUALS ON THE WAITLIST: | 395 | 381 | 360 | 371 | 383 |
| 3. # OF INDIVIDUALS ON THE WAITLIST THAT HAVE A MOORING: | 145 | 140 | 132 | 131 | 151 |
| 4. PERCENTAGE OF INDIVIDUALS ON WAITLIST WITH A MOORING: | 37% | 37% | 37% | 31% | 39% |
| <hr/> | | | | | |
| 5. #OF MOORING SITES REQUESTED ON THE WAITLIST; | 915 | 916 | 1001 | 848 | 857 |
| 6. #OF SITES ON THE WAITLIST BEING REQUESTED BY THE INDIVIDUALS THAT HAVE A MOORING: | 341 | 354 | 360 | 371 | 269 |
| PERCENTAGE OF #5 AND #6: | 37% | 39% | 36% | 31% | 31% |

***Note: The waitlist is a moving target.**

MOORING RECONSIDERATIONS BY PORT DIRECTOR

| | |
|-------------------------------------|-----------|
| REQUESTS FOR RECONSIDERATION | 12 |
| APPROVED | 7 |
| DENIED | 5 |
| APPEAL TO PDA | 0 |

***ALL IN ACCORDANCE WITH THE N.H. CODE OF ADMINISTRATIVE RULES Pda 514**

Commercial Marine Licensing – DMV

December 19, 2022

Mooring Permit Applications – 30

Pier Use Applications – 14

Skiff Applications – 7

Berthing Applications – 5

Security Sheets - 12

Commercial Marine Licensing – DMV

January 7, 2023

Mooring Permit Applications – 17

Pier Use Applications – 6

Skiff Applications – 3

Berthing Applications – 1

Safety Sheets - 7



55 International Drive, Portsmouth NH 03801

May 15, 2023

Stephen Messier, Distribution Manager, U.S. East Coast
Morton Salt, Inc.
444 West Lake Street
Chicago, IL 60606-1743

Re: Morton Salt, Inc. / Exercise of Option

Dear Mr. Messier:

This letter serves to confirm that, in accordance with the terms of the License and Operating Agreement for operations at the Market Street Terminal, Morton Salt, Inc. has exercised its second of its three (3) one (1) year options. The Agreement is hereby extended to May 31, 2024.

Please contact me if you have any questions.

Very truly yours,

Paul E. Brean
Executive Director

PEB/rao

cc: Geno J. Marconi, PDA-DPH Director
Suzy Anzalone, Finance Director



MORTON SALT

April 10, 2023
Pease Development Authority
555 International Drive
Portsmouth, NH 03801-2833
Attention: Executive Director

CC: Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801
Attention: Division of Ports and Harbors Director

Subject: License and Operating Agreement

Dear Executive Director:

In accordance with Article 3.1 and the terms of the License and Operating Agreement for operations at the Market Street Terminal, effective June 1, 2021 (the "Term Commencement Date"), Morton Salt, Inc. has been granted three (3) one (1) year options to extend the referenced License & Operating Agreement through May 31, 2025 (the "Base Term"). Morton Salt, Inc. now desires to exercise the second (2) of its three (3) annual license options through May 31, 2024.

Sincerely,

Stephen Messier
Distribution Manager, U.S. East Coast
Morton Salt, Inc.

To: Paul Brean, Executive Director, Pease Development Authority ("PDA") *PGB*
From: Geno Marconi, Division Director *JW*
Date: May 19, 2023
Subject: Charter boat Right of Entries, Hampton & Rye Harbor Marine Facilities

With the expiration of the existing Right of Entry ("ROE") agreements at the Hampton & Rye Harbor Marine Facilities (the "Facilities") on June 30, 2023, the Division of Ports and Harbors (the "Division") received requests from several charter fishing businesses (listed below) to renew their ROE's and use the facilities in association with their charter businesses.

The Division has reviewed the requests 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 that the ROE's for the commercial operations listed below are approved. Charters will operate in accordance with the Charter Right of Entry agreement (attached) which includes the following terms and conditions:

PREMISES: Rye Harbor Marine Facility, 1870 Ocean Blvd. Rye, NH 03870
Hampton Harbor Marine Facility, 1 Ocean Blvd. Hampton, NH 03842

PURPOSE OF ROE: Charter Boat Operations & Parking

PERIOD OF USE: Period 1-July 1, 2023 through June 30, 2024
Period 2-July 1, 2024 through June 30, 2025
Period 3-July 1, 2025 through June 30, 2026

FEES: Period 1-Customer Parking, \$5.00 per vehicle
Period 2 & 3-subject to change per the terms outlined in the ROE agreement

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

All Charter ROE holders have, or will have met, the following required conditions prior to operating the charter at the facility:

1. Apply for and secure a Pier Use Permit;

2. Provide 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, or that the Trade Name is registered and active.

This approval will be reported to the PDA Board at the June 2023 meeting.

The businesses include:

Hampton

- Al Gauron’s Deep Sea Fishing & Whale Watching (Gauron Fisheries Inc.)
- Angler Management 101, LLC (Roland Groux)
- Answer Sport Fishing, LLC (Gregory (Rocky) Gauron, Jr.)
- Central NH Guide Service, LLC (Jeff Foote)
- Get Hooked Fishing Charters, LLC (Michelle Cicale)
- Jah Reel Fishing Charters (Aaron Diamond)
- Steaker Fishing Charters (Derek Gauron)
- Stevens Fishing Charters (Leiland Stevens)

Rye

- Clandestino Charters, LLC (Keper Connell)
- Lucas Marine, LLC (David Kohlhase)
- Pinwheel Tuna Fishing, LLC (Tyler McLaughlin)
- Ray’s Seafood (Andy Widen)
- Rye Harbor Adventures (Paul McInnis)
- SNH-Rye LLC (George Philbrick)
- Seacoast NH Sportfishing (Robert Weathersby)
- Southend Charter Company (Ted Alex)
- Two in the Bush, LLC dba Savage Charters (Shannon LaMonica)

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") **Full Company Name ("Company Abbreviation")**, of **mailing address, City, State Zip** to use property of the State of New Hampshire, **RYE OR HAMPTON Marine Facility, Address., Town, NH ZIP** (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: **RYE OR HAMPTON 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-June 30, 2024**
Period 2-July 1, 2024-June 30, 2025
Period 3-July 1, 2025-June 30, 2026

CUSTOMER
PARKING FEE: **Period 1-\$5.00 per vehicle**
Periods 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. **Company Abbreviation'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. Company Abbreviation shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.**
3. **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.**
4. **Company Abbreviation 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. **Company Abbreviation** 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. **Company Abbreviation** 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. **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.
9. **Company Abbreviation** 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. **Company Abbreviation** 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 **Company Abbreviation** has taken possession of hereunder;
 - B. From any breach or default 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 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, **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 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. **Company Abbreviation** 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 **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.
15. 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. The provisions of paragraph 10 shall survive termination.
16. 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.
17. **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.
18. 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**.
19. **Company Abbreviation** 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.
20. 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.
21. 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.
22. **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.

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 **Company Abbreviations** 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. **Company Abbreviation** 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. **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.
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]

Full Company Name
Charter ROE, Hampton
5

**PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS**

Date: _____

Witness signature

Paul E. Brean, Executive Director, PDA

Witness printed name

COMPANY FULL NAME

Date: _____

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title

DRAFT

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.

CAP 23-013

PEASE
INTERNATIONAL
PORTS AND HARBORS

555 Market Street Suite 1 Portsmouth NH 03801

May 10, 2023

**Approved by the Capital Budget
Overview Committee May 26, 2023**

The Honorable Mark McConkey
Capital Budget Overview Committee
State House
Concord, NH 03301

Attn: Office of Legislative Budget Assistant
State House Room 102

REQUESTED ACTION


Pursuant to RSA 12-G:46, III, Harbor Dredging and Pier Maintenance Fund Established, the Pease Development Authority ("PDA") Division of Ports and Harbors (the "Division") requests authorization to expend \$81,975.00 from the Harbor Dredging and Pier Maintenance Fund, subject to approval of the PDA Board of Directors, for the purpose of funding repairs to the seawall at the Rye Harbor Marine Facility ("Rye Harbor"). The cash balance of the HDPM account as of May 10, 2023 is \$ 322,509.42.

EXPLANATION

On December 21, 2022 the Seacoast was hit with a severe storm that caused major damage to the seawall and parking lot at the Rye Harbor Marine Facility. An important portion of that wall runs from the boat launch ramp, along the recreation pier to the commercial pier, and protects the Rye Harbor office building and underground fuel system from ocean surges. However, due to the intensity of this particular storm, the wall and underlying support system was completely destroyed. With this, the structural integrity of the facility was put at risk, and due to the urgency of the need to repair, the Division contacted a local contractor, Second Nature, to perform the initial clean up and begin emergency repairs. Second Nature is familiar with Rye Harbor and has done work for the Division in the past. Second Nature is also the Division's contracted "On Call" snow plow contractor, under the name of Jones Snowplowing and is fully insured. The repairs to the wall were begun in early January 2023. Several photos are attached and include images of the sea wall before the storm, after the storm, and the completed repair work.

Therefore, the Division requests that the Committee approve the expenditure of \$81,975.00 from the Harbor Dredge and Pier Maintenance Fund.

Sincerely,


Geno J. Marconi, Division Director

Cc: Paul E. Brean, PDA Executive Director
Suzy Anzalone, PDA Director of Finance

○○○○ TAKING YOU THERE

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

Second Nature

207 Atlantic Ave
No. Hampton, NH 03862

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 5/10/2023 | 23005 |

| |
|-----------------------|
| Bill To |
| New Hampshire PDA-DPH |

| | |
|----------|-------|
| P.O. No. | Terms |
| | |

| Serviced | Item | Description | Quantity | Rate | Amount |
|----------|--------------|--|----------|--------|----------|
| 4/3/2023 | | Haul in Blak-pak spread in parking lot to try and alleviate ponding. Grade parking lot towards outflow | | | |
| | Mobilization | Mobilization | 3 | 375.00 | 1,125.00 |
| | Trucking | 20 Hrs Trucking | 20 | 125.00 | 2,500.00 |
| | Blak-Pak | 200 Yds Blak-Pak | 200 | 25.00 | 5,000.00 |
| | Bulldozer | Bulldozer | 10 | 125.00 | 1,250.00 |
| | Roller | Roller | 10 | 125.00 | 1,250.00 |
| | Loader | Loader | 10 | 150.00 | 1,500.00 |
| 5/5/2023 | Loader | Grade piles Loader | 3 | 125.00 | 375.00 |

| | |
|--------------|-------------|
| Total | \$13,000.00 |
|--------------|-------------|

Repair park lot

Second Nature

207 Atlantic Ave
No. Hampton, NH 03862

Invoice

| Date | Invoice # |
|-----------|-----------|
| 1/19/2023 | 23001 |

| |
|-----------------------|
| Bill To |
| New Hampshire PDA-DPH |

| P.O. No. | Terms |
|----------|-------|
| | |

| Serviced | Item | Description | Quantity | Rate | Amount |
|------------|------------------------------------|---|----------|---|--|
| 12/22/2022 | Loader Mobilization | Rye Harbor Storm Elliott--Emergency response to clear rocks gravel and debris washed into parking lo and roadways from storm surge Loader Mobilization | | 1,500.00 375.00 | 1,500.00 375.00 |
| 12/28/2022 | Loader Loader Labor 1-Ton | Clean-up overburden washed into common areas-pick up and remove move dock by main office and place next to others Clean-up rocks and stone in gravel parking area Loader Loader-mini Labor 1-Ton | 20 | 1,500.00 1,250.00 55.00 800.00 | 1,500.00 1,250.00 1,100.00 800.00 |

| | |
|--------------|-------------------|
| Total | \$6,525.00 |
|--------------|-------------------|

Initial Cleanup

Second Nature

207 Atlantic Ave
No. Hampton, NH 03862

Invoice

| Date | Invoice # |
|-----------|-----------|
| 1/19/2023 | 23003 |

| |
|-----------------------|
| Bill To |
| New Hampshire PDA-DPH |

| P.O. No. | Terms |
|----------|-------|
| | |

| Serviced | Item | Description | Quantity | Rate | Amount |
|-----------|-----------------|--|----------|----------|-----------|
| 1/9/2023 | Mobilization | Rye Harbor Clean-up overburden between lunch shack and rest room building reset blocks used as buffer retaining wall prep ocean side for armor stone as surge took away protection Haul in stone to replace areas that got eroded. Area around main shack next to parking spots. Area on party dock approach. Area on north side of fish pier next to fisherman parking. Fix paving area on approach to boat ramp reset blocks protecting area of ramp | 2 | 375.00 | 750.00 |
| | Excavator | Excavator 160 | | 1,800.00 | 1,800.00 |
| | Excavator | Excavator -mini 308 | | 1,500.00 | 1,500.00 |
| | Loader | Loader 907 | | 1,500.00 | 1,500.00 |
| | 1-Ton | 1-Ton | 3 | 800.00 | 2,400.00 |
| | Trucking | 30 Hrs Trucking | 30 | 125.00 | 3,750.00 |
| | Erosion Stone | 420 yds Erosion Stone | 420 | 55.00 | 23,100.00 |
| | Labor | Labor | 20 | 55.00 | 1,100.00 |
| 1/10/2023 | Excavator | Finish setting blocks continue to filler eroded area with stone re-grade areas inside blocks with 3/4 stone | | 1,500.00 | 1,500.00 |
| | Excavator | Excavator 308 | | 1,800.00 | 1,800.00 |
| | Excavator | Excavator 160 | | 1,500.00 | 1,500.00 |
| | Loader | Loader 907 | | 1,500.00 | 1,500.00 |
| | Loader | Loader L70 | | 1,500.00 | 1,500.00 |
| | 1-Ton | 1-Ton | 2 | 800.00 | 1,600.00 |
| | Labor | Labor | 20 | 55.00 | 1,100.00 |
| | Trucking | 20 Hrs Trucking | 20 | 125.00 | 2,500.00 |
| | 3/4 Stone | 30 yds 3/4 Stone | 30 | 35.00 | 1,050.00 |
| | Boulders | Boulders 8 loads | 8 | 1,200.00 | 9,600.00 |
| | Labor | Labor | 20 | 55.00 | 1,100.00 |

| |
|--------------|
| Total |
|--------------|

Repair & stabilize

Second Nature

207 Atlantic Ave
No. Hampton, NH 03862

Invoice

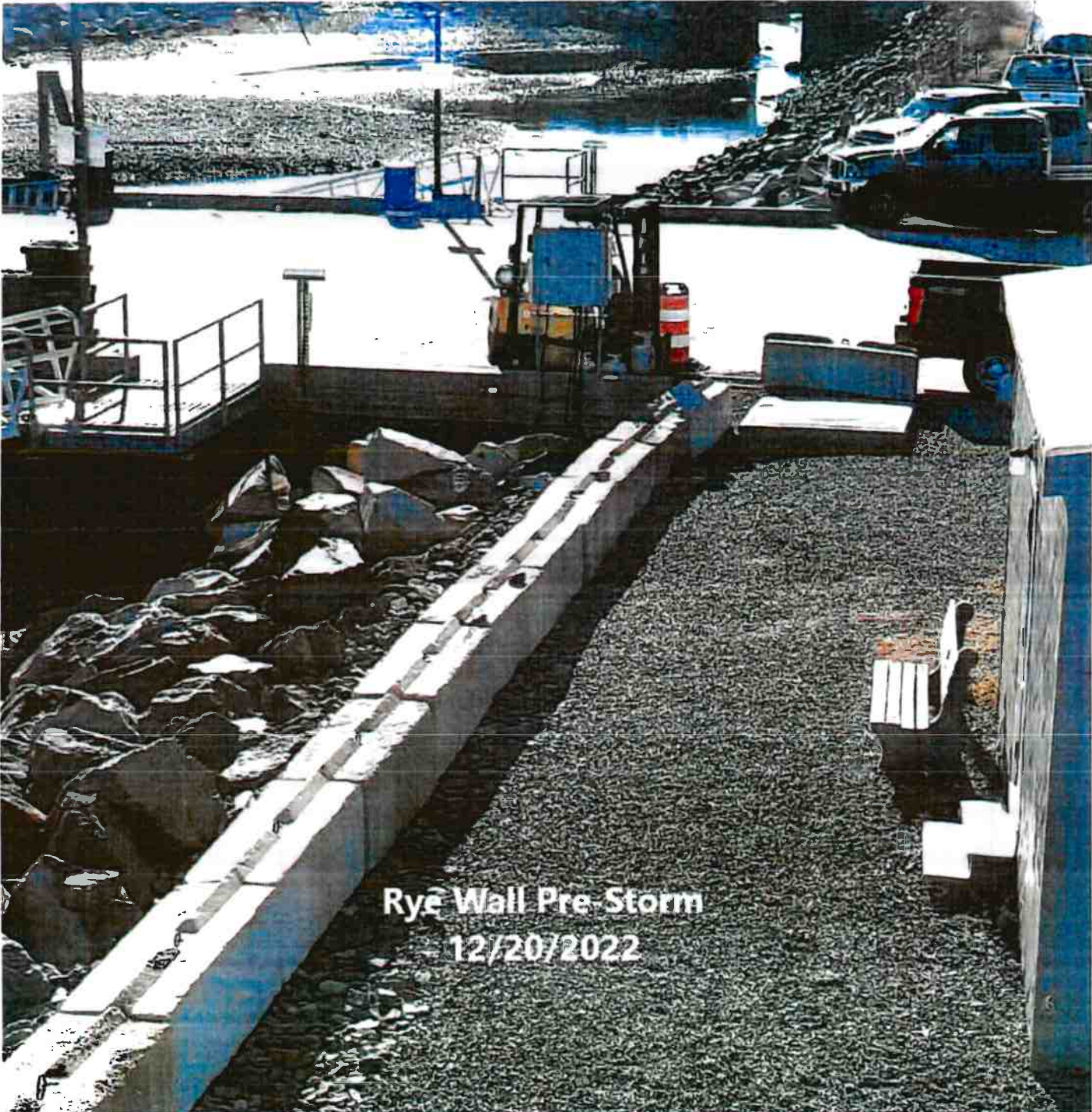
| | |
|-----------|-----------|
| Date | Invoice # |
| 1/19/2023 | 23003 |

| |
|-----------------------|
| Bill To |
| New Hampshire PDA-DPH |

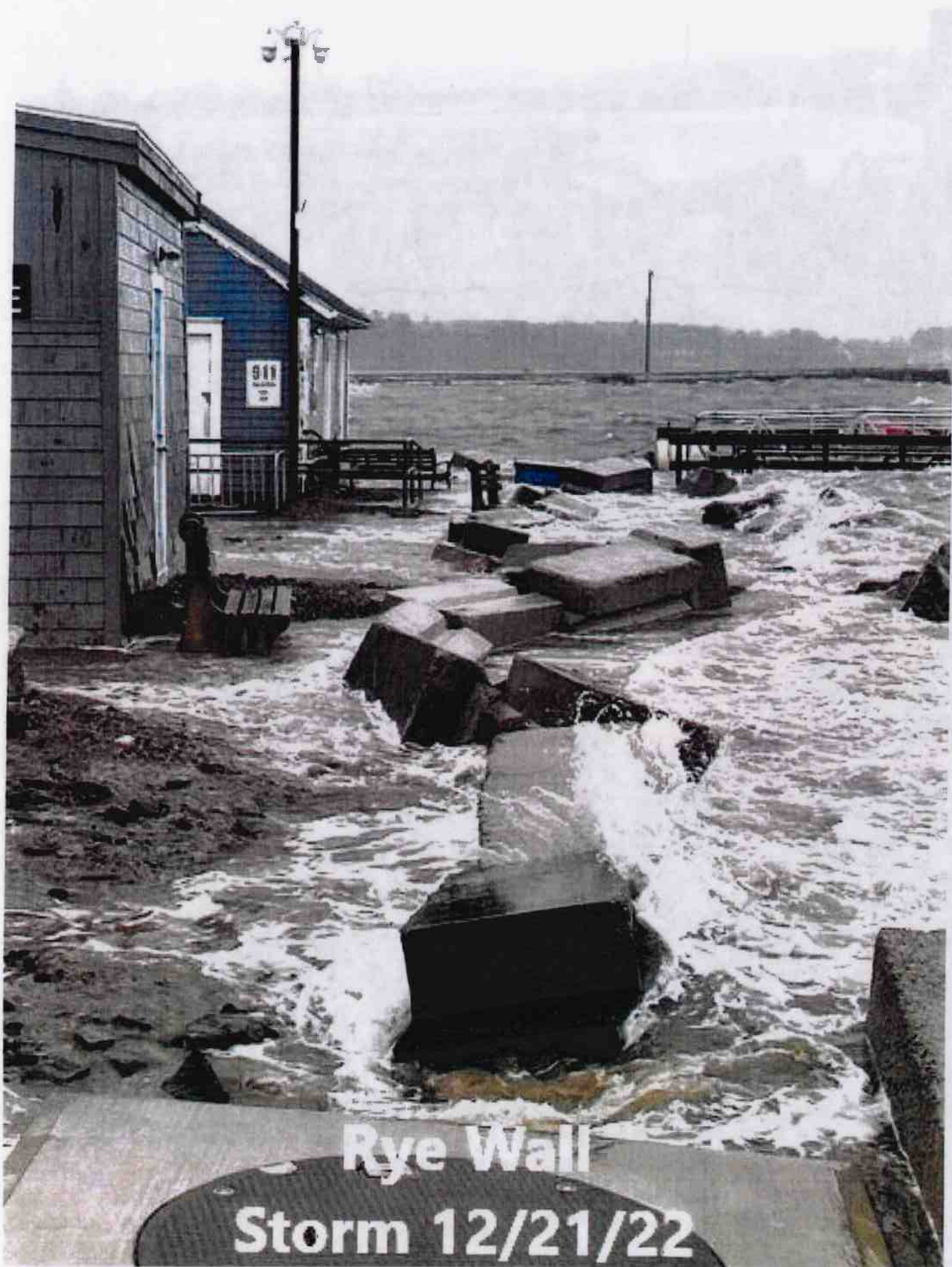
| | |
|----------|-------|
| P.O. No. | Terms |
| | |

| Serviced | Item | Description | Quantity | Rate | Amount |
|----------|-----------|--|----------|----------|----------|
| | Excavator | Flatten wall with erosion stone brought in and clean up wall | | 1,800.00 | 1,800.00 |
| | Loader | Excavator | | 1,500.00 | 1,500.00 |
| | | Loader | | | |

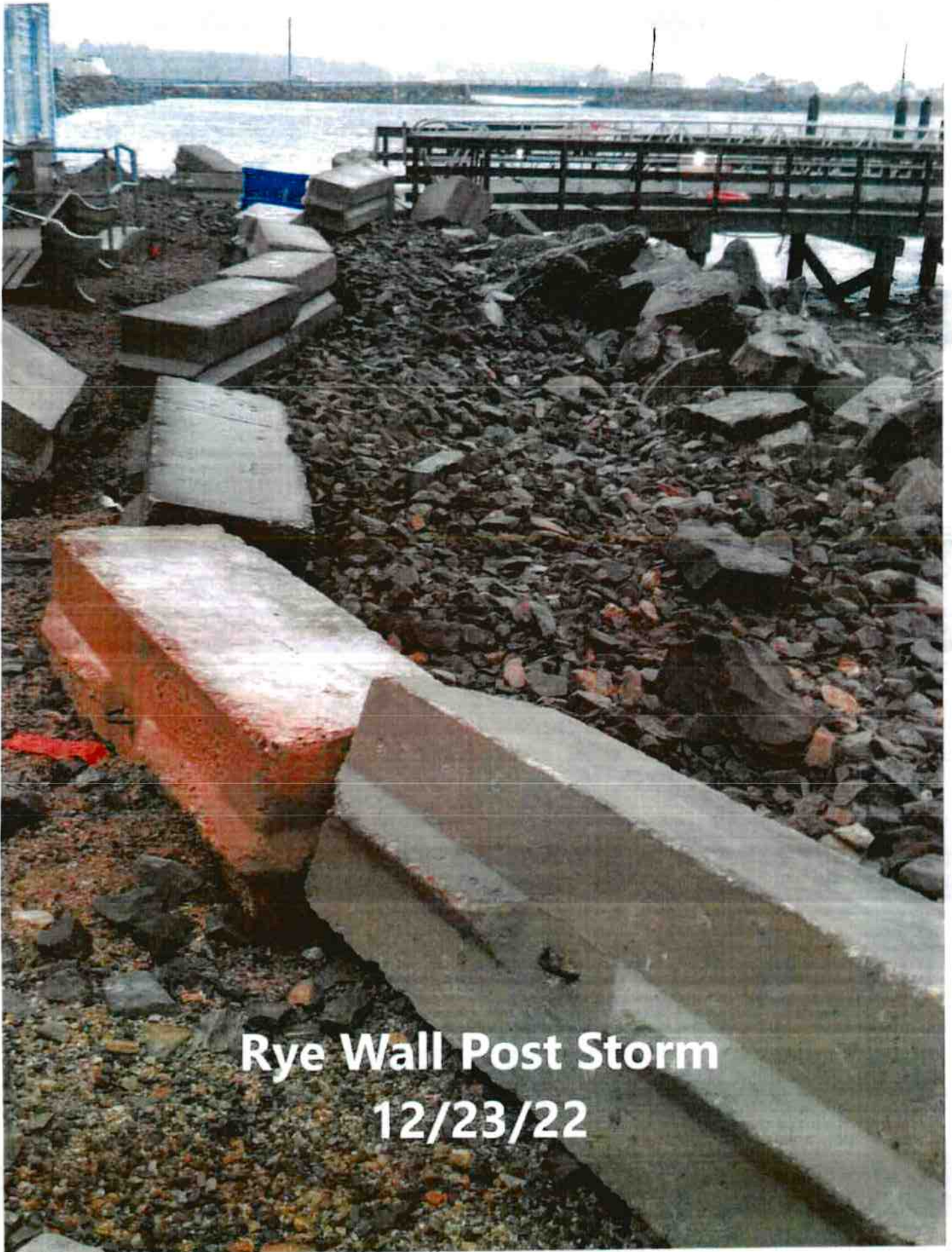
Total \$62,450.00



Rye Wall Pre-Storm
12/20/2022



Rye Wall
Storm 12/21/22



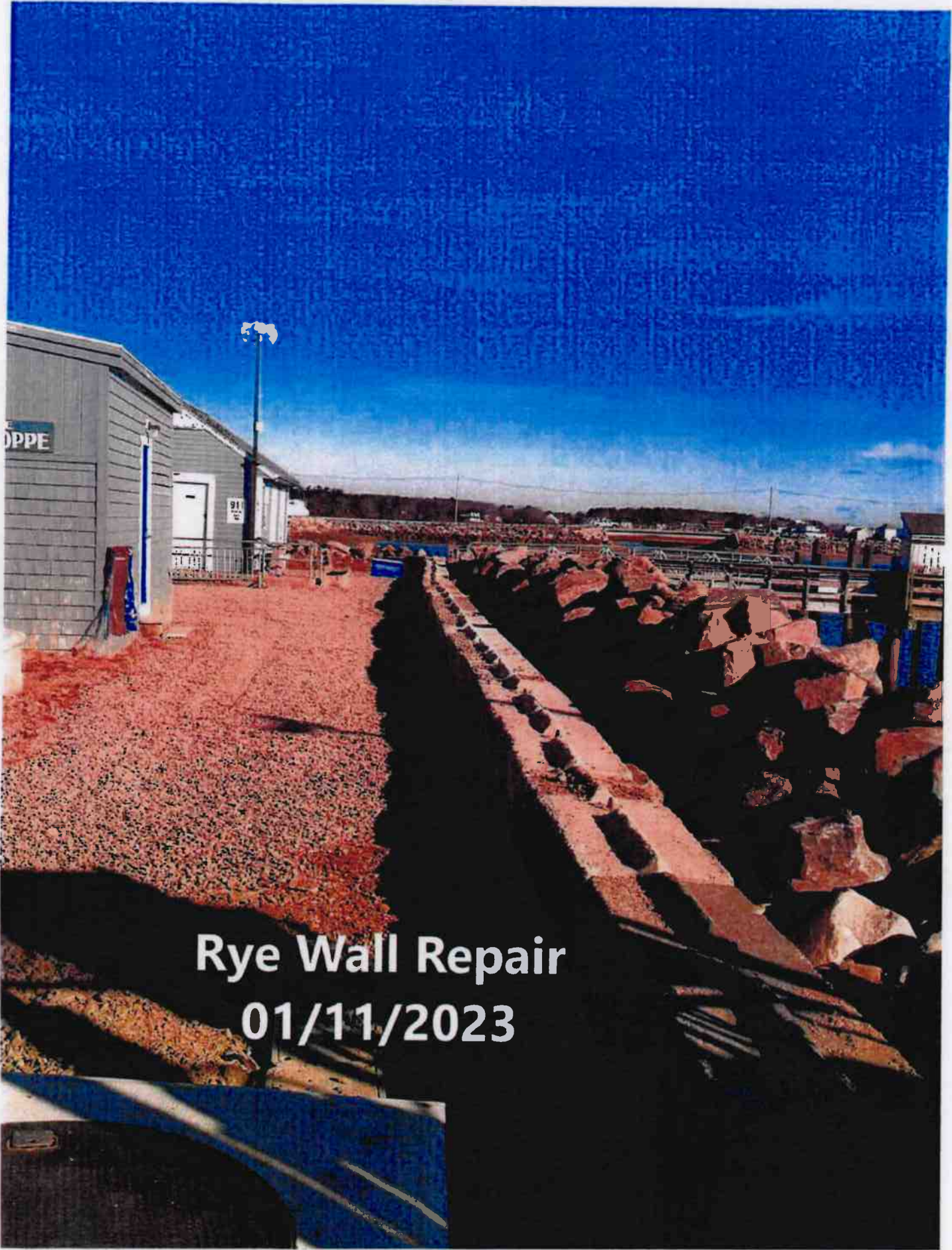
Rye Wall Post Storm
12/23/22



Rye Block Replacement
01/09/2023



Rye Stone Replacement
01/10/2023



Rye Wall Repair
01/11/2023

May 30, 2023

Geno Marconi, Director
Division of Ports and Harbors
555 Market St.
Portsmouth, NH 03801



Dear Director Marconi,

By way of this notice, the users of the bait cooler at the Portsmouth Commercial Fish Pier exercise their option to extend the Right of Entry agreement, effective June 1, 2021 under the same terms and conditions through May 31, 2024.

The 12 users of the bait cooler have signed below indicating their agreement with the terms of the ROE:

| | | |
|------------------|---------------------|-------------------------|
| Gary Glidden | F/V Last Penny | <i>Gary Glidden</i> |
| Bobby Bryant | F/V Island Lady | <i>Bobby Bryant</i> |
| Vinny Prien | F/V Katie Rue | <i>Vinny Prien</i> |
| Dennis Robillard | F/V Julie Ann III | <i>Dennis Robillard</i> |
| Jake Eaton | F/V McKenzie Nicole | <i>Jake Eaton</i> |
| Chesley Severns | F/V Kelly Marie | <i>Chesley Severns</i> |
| Josh Ford | F/V Restless | <i>Josh Ford</i> |
| Robert Carbajal | F/V Perseverance | <i>Robert Carbajal</i> |
| Kurtis Lang | F/V Alana Renee | <i>Kurtis Lang</i> |
| Damon Frampton | F/V Vivian Mae | <i>Damon Frampton</i> |
| John Borden | F/V Mary Baker | <i>John Borden</i> |
| Bruce Laurie | F/V Amanda T | <i>Bruce Laurie</i> |


Payment of \$9100 will be submitted once we receive confirmation that our option has been approved.

Thank you for your consideration,
The Portsmouth Fish Pier bait cooler users

MOTION

Director Levesque:

In accordance with the provisions of RSA 12-G:42, X (d), the Pease Development Authority Board of Directors hereby authorizes the Director of the Division of Ports and Harbors to file the Final Proposal Annotated text of the Pda 600 Rules with the Director of Legislative Services pursuant to RSA 541-A:12; all in accordance with the Memorandum of Geno J. Marconi, Director of Ports and Harbors, dated June 5, 2023, attached hereto.

Date: June 5, 2023
To: Pease Development Authority, Board of Directors
From: Geno Marconi, Division Director 
Subject: Final Proposal, Administrative Rules; Pda 600, State Owned Commercial Piers & Associated Facilities

In accordance with RSA 12-G:42, X (d) the Pease Development Authority (“PDA”), acting through its Division of Ports and Harbors (“the Division”), shall adopt administrative rules pursuant to RSA 541-A, relative to State Owned Commercial Piers & Associated Facilities (Pda 600). The current Pda 600 rules will expire on October 31, 2023, and the Division, pursuant to RSA 541-A:6, is in the final stages of readopting the rules, with a few minor amendments, as shown in the attached final proposal.

In accordance with RSA 12-G:44, IV, the Division Director submitted the Initial Pda 600 Rules (the “initial proposal”) to the Port Advisory Council (“Council”) for consideration at the Council’s meeting on February 8, 2023, at which time the Council voted to recommend presentation of the initial proposal to the PDA Board of Directors. The initial proposal was then presented to, and approved by, the PDA Board at its meeting on March 16, 2023. The initial proposal was then published in the March 30, 2023, State of NH Rulemaking Register and a public hearing was held on May 10, 2023. There were no members of the public present at the hearing and no written comments were received. The Division did receive some comments back from the Office of Legislative Services (OLS) most of which were minor editorial changes, however, OLS did identify a couple of sections that would benefit from further clarification and those changes have been incorporated and tracked in sections Pda 604.07 (d) & (e), Pda 604.10(c) & (d), Pda 605.03 (c)(2) & (d)(5). Otherwise, there have been no changes in the draft rules seen by the Board on March 16th. The next step in the adoption process is to file the Final Proposed Pda 600 Rules with the OLS, at which point they would be added to the July 20, 2023 Joint Legislative Committee on Administrative Rules meeting agenda for review and vote.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors authorize the Division to file the attached **Final Proposal-Annotated Text** with the Director of Legislative Services pursuant to RSA 541-A:12.

Readopt with amendment Part Pda 601 through 609, effective 11-1-13 (Document # 10441), to read as follows:

CHAPTER Pda 600 STATE-OWNED COMMERCIAL PIERS AND ASSOCIATED FACILITIES

PART Pda 601 DEFINITIONS

Pda 601.01 “Chandlery items” means supplies or equipment for vessels or other marine-related purposes.

Pda 601.02 “Commercial fisherman” means the owner or operator of any commercial fishing vessel.

Pda 601.03 “Off-site business” means a commercial entity:

- (a) That has a business purpose for using the facilities of a business-use pier; and
- (b) With a principal place of business at a location other than a state-owned commercial pier or associated facilities.

Pda 601.04 “Recreational-use pier berthing area” means the area(s) of a recreational-use pier located at Rye Harbor or Hampton Harbor designated by the division director or designee for the berthing of vessels.

Pda 601.05 “Seasonal” or “season” means between April 1 and October 31.

Pda 601.06 “Transient commercial fishing vessel” means a commercial fishing vessel without an annual pier use permit for a business-use pier that utilizes a business-use pier on a one-time basis for repairs, take-out, or other purpose consistent with rules under Pda 600 relating to the use of business-use piers.

Pda 601.07 “Unattended,” at a state-owned commercial pier, in reference to a:

(a) Vessel, means that the person in charge of the vessel and able to move the vessel is:

(1) Either:

- a. Not on the state-owned commercial pier or associated facilities; or
- b. On the state-owned commercial pier or associated facilities but out of direct line of sight to the vessel; and

(2) Has failed to place in charge of the vessel during his or her absence from the vessel another person who is capable of operating the vessel and who is properly licensed under state and, if applicable, federal law to operate such vessel; and

(b) Vehicle, means that the person in charge of the vehicle and able to move the vehicle is:

(1) Either:

- a. Not on the state-owned commercial pier or associated facilities; or
 - b. On the state-owned commercial pier or associated facilities but out of direct line of sight to the vehicle; and
- (2) Has failed to place in charge of the vehicle during his or her absence from the vehicle another person who is capable of operating the vehicle and who is properly licensed to operate such vehicle.

PART Pda 602 PERMITS AND STICKERS REQUIRED

Pda 602.01 Pier Use Permit Required at Business-Use Piers. No person shall secure a vessel to a business-use pier unless a pier use permit has been issued by the division under Pda 600, except as provided in Pda 603.02(f).

Pda 602.02 Pier Use Permit Required for Charter Boat. No charter boat shall be secured to a recreational-use pier unless a pier use permit has been issued to the owner or operator of the charter boat for the charter boat by the division under Pda 600.

Pda 602.03 Skiff Permit and Sticker Required at Skiff Dock. No person shall secure a skiff to a skiff dock unless a skiff permit and skiff sticker have been issued for the skiff by the division under Pda 600.

Pda 602.04 Business-Use Pier Vehicle Sticker Required. No person shall operate or park a vehicle on a business-use pier or in a business-use pier parking area unless the vehicle displays a valid business-use pier vehicle sticker, except as provided in Pda 603.03(d).

Pda 602.05 General Use Parking Lot. No person shall park a vehicle in a general use parking lot located on associated facilities except as provided in Pda 603.04~~(b)(1);(c)(1-2)~~

Pda 602.06 Annual Berthing Permit Required at Portsmouth Pier Berthing Area. No person shall secure a vessel in the Portsmouth pier berthing area unless a annual berthing permit has been issued by the division under Pda 600.

PART Pda 603 USE OF STATE-OWNED COMMERCIAL PIERS AND ASSOCIATED FACILITIES

Pda 603.01 Recreational-Use Piers.

(a) No vessel shall be secured or attempted to be secured to a recreational-use pier if the vessel would interfere with the use of the pier by another vessel already approaching, departing from, or secured to the pier, except that a private recreational vessel already secured to the pier shall comply with (g) below.

(b) Only the following shall be secured to a recreational-use pier:

- (1) Private recreational vessels;
- (2) A charter boat for which a pier use permit has been issued under Pda 600;

(3) A vessel for which an overnight recreational-use pier berthing permit has been issued under Pda 600; and

(4) Vessels with permission obtained pursuant to (d) below.

(c) A vessel may be secured to a recreational-use pier for the following purposes:

(1) Loading or unloading of passengers or equipment, or both, provided that the loading or unloading of passengers by a charter boat shall be allowed only in accordance with the terms of a written contractual agreement with the authority;

(2) Use of state-owned facilities or other businesses located on the pier or associated facilities by passengers or crew of the vessel;

(3) Overnight berthing in accordance with Pda 604.07;

(4) For emergency repairs; or

(5) For any purpose authorized by the division pursuant to (d)(1) below.

(d) Except as provided in Pda 604.07 for a vessel for which an overnight berthing recreational-use pier berthing permit has been issued, no vessel shall be secured to a recreational-use pier for longer than 30 minutes, unless the vessel operator requests permission to be so secured and the division director or an employee of the division:

(1) Determines that:

a. The securing of the vessel would not interfere with the use of the pier by another vessel approaching, departing from, or already secured to the pier; and

b. One or more of the following applies:

1. The crew or passengers, or both, of the vessel are making use of state-owned facilities on the pier or in the vicinity of the pier and the use requires more than 30 minutes;

2. The vessel is undergoing emergency repairs that take longer than 30 minutes;

3. Because of volume or complexity, the loading or unloading of passengers or equipment, or both, lasts longer than 30 minutes;

4. A charter boat requires more than 30 minutes for provisioning, preparation, or cleanup before its departure or after its arrival;

5. Weather or tide conditions make it hazardous for the vessel not to be secured to the pier;

6. A medical emergency exists involving a passenger or crew member;

7. Failure to secure the vessel to the pier would result in an imminent and substantial hazard to navigation or to the safety of any person on board such vessel; or

8. A vessel is scheduled to be hauled out or launched and the haulout ~~or~~ launching fee for the vessel has been paid by the owner or operator of the vessel or by a third party that has a written agreement with the authority; and

(2) Gives the owner or operator of the vessel oral permission to remain at the pier longer than 30 minutes but only as long as necessary to accomplish the purpose for which the vessel is secured to the pier.

(e) No vessel shall be left unattended while secured to a recreational-use pier, except a skiff with a skiff permit secured to a skiff dock.

(f) No fishing shall be allowed from a recreational-use pier, or from a vessel attached to any recreational pier.

(g) Operators of private recreational vessels shall remove their vessels from a recreational-use pier when an authorized or permitted charter boat approaches the pier.

Pda 603.02 Business-Use Piers; Restrictions; Skiffs; Emergency Use Allowed.

(a) Only a commercial fishing vessel or commercial cargo vessel with a pier use permit shall be secured to a business-use pier, except as provided in (d), (f), and (g) below.

(b) The loading or unloading of a commercial cargo vessel shall be allowed only in accordance with the terms of a written contractual agreement with the authority.

(c) No vessel shall be left unattended while secured to a business-use pier, except:

- (1) A vessel with a berthing permit in the Portsmouth pier berthing area; or
- (2) A skiff with a skiff permit secured to a skiff dock.

(d) No commercial fishing vessel or commercial cargo vessel shall be secured for more than 30 minutes, and no other vessel shall be secured at any time to a business-use pier, except a commercial fishing vessel with a berthing permit or as provided in (e) or (f) below, unless the vessel owner or operator requests permission to be so secured and the division director or an employee of the division:

(1) Determines that one or more of the following applies:

- a. The volume or complexity of loading or offloading harvested seafood or equipment or both requires longer than 30 minutes;
- b. The vessel requires repairs or maintenance that take longer than 30 minutes;
- c. Weather or tide conditions make it hazardous for the vessel not to be secured to the pier;
- d. A medical emergency exists involving a passenger or crew member; or
- e. Failure to secure the vessel to the pier would result in an imminent and substantial hazard to navigation or to the safety of any person on board such vessel; and

(2) Gives the owner or operator of the vessel oral permission to be secured to the pier, but only for as long as the situation creating the reason for the stay exists and provided space is available.

(e) A commercial fishing vessel or a commercial cargo vessel waiting to unload cargo shall be allowed to be secured to a business-use pier between sunset and sunrise, if the operator of the vessel expects a vehicle to arrive before 12:00 noon to pick up the vessel's cargo. A vessel shall not remain secured to a business-use pier pursuant to this paragraph for more than 24 hours without seeking additional approval from the division pursuant to (d) above.

(f) A vessel without a pier use permit may be secured to a business-use pier for up to 30 minutes, if the vessel operator requests permission to be so secured and the division director or an employee of the division:

(1) Determines that:

- a. The securing of the vessel would not interfere with the use of the pier by another vessel approaching, departing from, or already secured to the pier; and
- b. The crew or passengers, or both, of the vessel are making use of state-owned facilities or other businesses located on the pier or associated facilities to obtain fuel, chandlery items, food, or beverages or another justifiable purpose; and

(2) Gives the operator of the vessel oral permission to be secured to the pier, but only for as long as the situation creating the reason for the stay exists.

(g) The holder of a mooring permit issued under Pda 500 for which a skiff permit has been issued under Pda 600 shall be allowed to tie one skiff at the designated skiff dock. Such skiff shall be identified by a skiff sticker issued under Pda 604.04 attached to the skiff in a conspicuous location.

~~(h) No embarking or disembarking of passengers shall be allowed from a business-use pier, except passengers embarking or disembarking from university system of New Hampshire marine science vessels authorized to use the business-use pier in Portsmouth pursuant to Chapter 421:3, Laws of 1975.~~

~~(hi) No fishing shall be allowed from a business-use pier, or from a vessel attached to any business-use pier.~~

(ij) Vessel maintenance on a business-use pier shall be scheduled so as not to interfere with ongoing commercial activity in posted loading and unloading areas.

Pda 603.03 Vehicles and Trailers on Piers.

(a) The provisions of this section relating to vehicles shall also apply to trailers towed by vehicles and the parking of trailers.

(b) No vehicle shall be parked or operated on a recreational-use pier, except:

- (1) ~~State-owned~~ Vehicles on the pier for purposes of law enforcement or emergency response;
- (2) A vehicle servicing property owned or operated by the authority; and

(3) Vehicles necessary for emergency repair of a vessel secured to the pier, if the division director or an employee of the division determines that:

- a. An emergency repair is required for the vessel; and
- b. A vehicle(s) requires access to the pier to accomplish the emergency repair.

(c) A vehicle shall be operated or parked on a business-use pier only when the vehicle is:

- (1) A ~~state-owned~~ vehicle on the pier for purposes of law enforcement or emergency response;
- (2) Being used to load or unload a commercial fishing vessel or commercial cargo vessel owned or operated by the holder of a pier use permit;
- (3) Necessary for the maintenance or repair of a commercial fishing vessel or commercial cargo vessel;
- (4) Directly associated with the provision of commercial service(s) to a vessel secured to the pier;
- (5) Being used for purposes of an off-site business by the holder of a pier use permit; or
- (6) Servicing property owned or operated by the authority.

(d) All vehicles shall display a business-use pier vehicle sticker while being operated or parked on a business-use pier, except:

- (1) ~~State-owned~~ Vehicles on the pier for purposes of law enforcement or emergency response; and
- (2) Vehicles allowed access to the pier under (c)(3), (4), or (6) above.

(e) No vehicle shall restrict access to a state-owned commercial pier or associated facilities.

(f) No vehicle shall impede the work of commercial activity.

(g) No vehicle shall be left unattended on a business-use pier.

(h) The operator of any vehicle operated or parked on a business-use pier for the purposes of (c) above after 6:00 p.m. shall notify the harbormaster or the division by telephone or in person of the presence of the vehicle, the purpose for which the vehicle is being used, and the estimated time the work requiring the vehicle will be completed.

(i) The harbormaster or the division shall grant permission under (h) above if:

- (1) The requested additional time is necessary to complete the work involving the vehicle;
- (2) The vehicle will not be left unattended;
- (3) The work requiring the vehicle does not restrict access to state-owned commercial piers or associated facilities or impede the work of commercial activity; and
- (4) The work does not pose a hazard to persons or property.

Pda 603.04 Parking in Parking Areas Located on Associated Facilities.

(a) The division shall designate areas for short-term parking, long-term parking, business-use pier parking, and general use parking, as needed.

(b) All parking at state-owned commercial piers and associated facilities shall be on a first-come, first-served basis, subject to available space. All parking shall be subject to the control and direction of employees of the division consistent with Pda 600.

(c) Parking shall be allowed:

(1) In general use parking lots for:

a. The holder of a valid:

1. Daily parking ticket;
2. Overnight parking permit;
3. Seasonal overnight parking permit;
4. Seasonal daily parking permit; or
5. Business-use pier vehicle sticker, if the business-use pier parking area is at capacity; or

b. Pursuant to a written contractual agreement with the authority; or

c. First responders responding to an emergency situation, conducting training, or for any other legitimate purpose; and

(2) In a business-use pier parking area, by:

a. The holder of a valid business-use pier vehicle sticker; or

b. A person servicing a commercial fishing vessel, a commercial cargo vessel, or property owned or operated by the authority, pursuant to Pda 603.03(c)(3) or (6).

(d) Short-term parking shall:

(1) Not exceed 30 minutes; and

(2) Be available only for a person visiting a state-owned commercial pier for a purpose related to the state-owned commercial pier and associated facilities.

(e) Overnight parking of vehicles in the Portsmouth, Rye Harbor, or Hampton Harbor business-use pier parking areas shall be allowed only for vehicles for which a business-use pier parking sticker has been issued by the division and is displayed in accordance with (h) below.

(f) Overnight parking of vehicles in a general use parking area shall be allowed only for vehicles for which:

- (1) A business-use vehicle sticker has been issued by the division;
- (2) An overnight parking permit has been issued by the division and is displayed in accordance with (g) below;
- (3) A seasonal overnight parking permit and sticker have been issued by the division and the seasonal overnight parking sticker is displayed in accordance with (h) below; or
- (4) Parking is allowed pursuant to a written contractual agreement with the authority.

(g) Each vehicle operator of a vehicle for which an overnight parking permit or daily parking ticket has been issued shall display the permit or ticket in the vehicle in a visible location.

(h) Each vehicle operator of a vehicle for which a parking sticker has been issued shall affix the parking sticker on the vehicle in a clearly visible location using the adhesive provided on the sticker.

Pda 603.05 Removal of Vehicles or Trailers from Piers and Associated Facilities. If the owner or operator of a vehicle or trailer parked in violation of Pda 603.03 or Pda 603.04 is not available or refuses to move the vehicle or trailer, the division shall remove or arrange for the removal of such vehicle or trailer or both from the pier or associated facilities at the owner's expense.

Pda 603.06 General Safety Requirements; Attachments to Piers.

(a) All vessel operators shall exercise caution when approaching, leaving, or securing a vessel to a state-owned commercial pier.

(b) No person shall dive or swim from a state-owned commercial pier, except when doing so for pier or vessel maintenance.

(c) No person shall attach any object to a state-owned commercial pier other than lines to secure a vessel, unless such use is authorized under a written contractual agreement with the authority.

(d) No person shall create a condition on a state-owned commercial pier or associated facilities that would result in a violation of the law, including any rule set forth in Pda 600, create an imminent and substantial threat to human health, public safety, or the environment, or be likely to result in immediate and substantial damage to division property.

(e) The division director or a division employee shall require any person or vessel to leave a state-owned commercial pier or associated facilities if that person's or vessel's presence is in violation of the law, including any rule set forth in Pda 600, presents an imminent and substantial threat to human health, public safety, or the environment, or is likely to result in immediate and substantial damage to division property.

(f) If prevailing conditions require that a vessel be removed from a state-owned commercial pier because failure to remove the vessel would result in a violation of the law, including any rule set forth in Pda 600, an imminent and substantial threat to human health, public safety, or the environment, or

immediate and substantial damage to division property, a representative of the division shall remove or arrange for the removal of the vessel from the pier.

(g) Any person who is the owner or custodian of any animal, while on a state-owned commercial pier or associated facilities, shall at all times have said animal on a standard or retractable leash not greater than six feet in length, or under their immediate control by means of personal presence and attention, and shall properly dispose of any waste or garbage the animal excretes or causes to be scattered on the property.

Pda 603.07 Dumping of Fish and Other Marine Species and Waste Disposal at State-Owned Commercial Piers and Associated Facilities.

(a) No person shall deposit in the waters adjacent to a state-owned commercial pier or associated facilities any dead fish or other marine species, or parts thereof, or fish smothered or injured to such an extent that they will die.

(b) No person shall dispose of waste at a state-owned commercial pier or associated facilities except in containers designated for that purpose.

(c) In the absence of a designated container or when a container is full, a person shall remove his or her own waste from state property.

(d) Any waste container located on a business-use pier shall be only for the use of persons authorized to use the business-use pier.

(e) Any waste container designated for use only by the holder of a pier use permit shall be used only by the holder of a pier use permit.

(f) No person shall dispose of any of the following at a state-owned commercial pier or associated facilities:

- (1) Hazardous waste as defined in RSA 147-A:2, VII;
- (2) Hazardous materials as defined in RSA 147-B:2, VIII; or
- (3) Oil, gas, or other petroleum product(s) except as allowed in (b) above.

Pda 603.08 Fuel.

(a) Fuel containers shall not be left unattended on any state-owned commercial pier or associated facilities.

(b) No person shall dispense fuel on a state-owned commercial pier, except a person:

- (1) Dispensing fuel from facilities:
 - a. Located on the state-owned commercial pier; and
 - b. Designated by the division for the purpose of dispensing fuel;
- (2) Dispensing fuel under the terms of a written contractual agreement with the authority; or

- (3) Employed by a person or entity dispensing fuel under the terms of a written contractual agreement with the authority.

Pda 603.09 Welding and Hot Work. No person shall perform welding and hot work on a state-owned commercial pier, except a person performing such work under the terms of a written contractual agreement with the authority.

Pda 603.10 Storage of Property at State-Owned Commercial Piers Restricted.

(a) No person shall store any vessel, trailer, equipment, or other property at a state-owned commercial pier or associated facilities unless the person has entered into a written contractual storage agreement with the division.

(b) Lobster bait shall not be stored on a state-owned commercial pier or associated facilities in excess of 24 hours.

(c) The division shall maintain wait lists for summer and winter vessel storage in accordance with Pda 605.01 when a vessel storage facility is at capacity.

(d) The division shall designate summer or winter storage areas, or both, at state-owned commercial piers.

Pda 603.11 General Restrictions and Limitations.

(a) There shall be no camping or sleeping on state-owned commercial piers or associated facilities.

(b) The consumption of alcohol at state-owned piers or associated facilities shall be prohibited, unless permission has been granted in accordance with the terms of a written contractual agreement with the authority. The service and consumption of alcohol pursuant to such a contract shall comply with the relevant provisions of RSA 178, RSA 179, Liq 400, Liq 500, and Liq 700.

PART Pda 604 PERMITS AND STICKERS

Pda 604.01 Types of Permits and Stickers. The following types of permits and stickers shall be issued under Pda 600:

- (a) Annual pier use permits;
- (b) Business-use pier vehicle stickers;
- (c) Skiff permits and skiff stickers;
- (d) Single-use pier permits;
- (e) Annual berthing permits;
- (f) Overnight recreational-use pier berthing permits;
- (g) Daily seasonal parking permits and stickers;
- (h) Daily seasonal launch permits and stickers;

- (hi) Overnight parking permits; and
- (ij) Seasonal overnight parking permits and stickers.

Pda 604.02 Granting of Annual Pier Use Permits; Modification, Duration, and Transferability.

(a) The division director or designee shall grant annual pier use permits pursuant to Pda 606.01.

(b) The following shall be permitted to apply for an annual pier use permit:

- (1) The owner or operator of a commercial fishing vessel;
- (2) The owner or operator of an off-site business;
- (3) The owner or operator of a commercial cargo vessel; and
- (4) The owner or operator of a charter boat.

(c) Any person listed under (ab) above may make application for an annual pier use permit by:

- (1) Submitting a completed application form as described in Pda 609.01 to the division; and
- (2) Paying the annual pier use permit fee.

(d) An annual pier use permit shall allow:

- (1) A commercial fishing vessel to be secured to the Portsmouth, Rye Harbor, and Hampton Harbor business-use piers and to use division hoists on these piers;
- (2) An off-site business that needs access to facilities at a business-use pier for its business purposes to access such pier(s);
- (3) A commercial cargo vessel to be secured to the Portsmouth, Rye Harbor, and Hampton Harbor business-use piers, provided that the loading or unloading of cargo shall be allowed only in accordance with the terms of a written contractual agreement with the authority; or
- (4) A charter boat to be secured to the recreational-use piers at Rye Harbor and Hampton Harbor between the hours of sunrise and 11:59 p.m., provided that loading or unloading of passengers shall be allowed only in accordance with the terms of a written contractual agreement with the authority.

(e) The holder of an annual pier use permit shall be permitted to remain secured to the pier to conduct its business that requires use of the pier only as long as necessary to complete its business, provided that the time period shall not exceed 12 hours.

(f) An annual pier use permit shall be valid for a one-year period from January 1 to December 31. All annual pier use permits issued during the time period from January 1 to December 31 shall expire on December 31.

(g) Annual pier use permits shall not be transferable.

(h) An annual pier use permit for a commercial fishing vessel, commercial cargo vessel, or charter boat shall be modified by substitution of a modified or replacement vessel for the vessel identified in the permit if the following conditions are met:

(1) The permit holder provides to the division, at least 14 days before making use of the modified or replacement vessel under the annual pier use permit:

- a. Written notice of any changes to vessel information under Pda 609.01(b)(11); and
- b. If there is a new registration for the vessel, a copy of such registration; and

(2) Before making use of a modified or replacement vessel under the annual pier use permit, the permit holder pays to the division an amount equal to the difference in the amount, if any, that the permit fee for the modified permit exceeds the permit fee paid for the original permit.

(i) The expiration date of a permit modified under (h) above shall be the same as the originally issued permit.

(j) Modification of an annual pier use permit under (h) above shall not result in modification of a berthing permit issued in conjunction with the annual pier use permit. A berthing permit shall be modified in accordance with Pda 606.07.

(k) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.01(b)(1)-(10).

Pda 604.03 Granting of Business-Use Pier Vehicle Stickers; Duration and Transferability.

(a) Business-use pier vehicle stickers shall be issued without an additional fee to:

(1) The holder of an annual pier use permit for a commercial fishing vessel, commercial cargo vessel, or charter boat, for:

- a. A vehicle owned or leased by the permit holder; and
- b. Up to 10 vehicles of vessel crew members or employees, as needed; and

(2) The holder of an annual pier use permit for an off-site business, for vehicle(s) owned or leased by the permit holder or by an employee of the permit holder and used for the business purposes for which the pier use permit was issued.

(b) A business-use pier vehicle sticker shall be valid for the same period of time as the permit in conjunction with which it is issued.

(c) Business-use pier vehicle stickers shall not be transferable.

(d) If a vehicle for which a business-use pier vehicle sticker was issued is replaced during the term of a permit, the division shall, upon written request of the permit holder and provision of the following information and documentation relating to the replacement vehicle, issue a replacement sticker:

- (1) The name and address of the vehicle operator;

- (2) The registration number of the vehicle; and
- (3) A photocopy of the current state vehicle registration for the vehicle.

Pda 604.04 Granting of Skiff Permits; Duration and Transferability.

- (a) The division director or designee shall grant skiff permits pursuant to Pda 606.02.
- (b) The holder of a mooring permit for a mooring located in Portsmouth Harbor, Rye Harbor, or Hampton Harbor shall be permitted to apply for a skiff permit for a skiff dock located at a state-owned commercial pier in the same harbor where the mooring is located.
- (c) Any person listed under (b) above may make application for a skiff permit by:
 - (1) Submitting a completed application form as described in Pda 609.02 to the division; and
 - (2) Paying the skiff permit fee.
- (d) A skiff permit shall allow the permit holder to secure a skiff at the skiff dock designated on the skiff permit, on a first-come, first-served, space available basis.
- (e) A skiff permit shall be valid for the same period of time as the permit in conjunction with which it is issued under (b) above.
- (f) Skiff permits shall not be transferable.
- (g) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required in Pda 609.02(b)(1)-(3).

Pda 604.05 Granting of Single-Use Pier Permits; Duration and Transferability.

- (a) The division director or designee shall grant single-use pier permits only for transient commercial fishing vessels on a space available basis pursuant to Pda 606.03.
- (b) The owner or operator of a transient commercial fishing vessel shall be permitted to apply for a single-use pier permit.
- (c) A single-use pier permit shall allow the transient commercial fishing vessel to be secured to the business-use pier specified in the permit and to use division hoists on the pier, subject to the restrictions in Pda 603.
- (d) A single-use pier permit shall be valid for a one-time use of the pier for the period of time needed to load or off load marine species, provided that the time period shall not exceed 12 hours. The permit may be renewed on a daily basis, subject to the payment of the required permit fee.
- (e) A single-use pier permit shall not be transferable.
- (f) Any person who qualifies for a single-use pier permit may make application for a permit by:
 - (1) Submitting an application as described in Pda 606.03 to the division; and

- (2) Paying the single-use pier permit fee.

Pda 604.06 Granting of Annual Berthing Permits; Duration and Transferability.

(a) The division director or designee shall grant annual berthing permits for the Portsmouth pier berthing area pursuant to Pda 606.04.

(b) Only the owner or operator of a commercial fishing vessel who has obtained an annual pier use permit shall be permitted to apply for an annual berthing permit.

(c) Any person eligible under (b) above may make application for an annual berthing permit by:

- (1) Submitting a completed application form as described in Pda 609.04 to the division; and
- (2) Paying the annual berthing permit fee.

(d) An annual berthing permit shall allow a commercial fishing vessel to be secured, unattended and for any length of time during the permit term, in the Portsmouth pier berthing area at a location designated by the division in accordance with the LOA, width and draft of the vessel, and the potential for storms, wind, waves, tides, currents, and wash at the berthing location.

(e) The holder of an annual berthing permit shall be billed by the division for each quarterly period from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

(f) Annual berthing permits shall not be transferable.

(g) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.04(b)(1)-(6).

(h) Modification of an annual berthing permit shall be in accordance with Pda 606.07.

Pda 604.07 Granting of Overnight Recreational-Use Pier Berthing Permits; Duration and ~~Transferability~~Transferability.

(a) The division director or designee shall grant overnight berthing permits for a recreational-use pier berthing area pursuant to Pda 606.08.

(b) An overnight berthing permit shall allow a vessel to be berthed from 6:00 p.m. of one day to 6:00 p.m. of the following day.

(c) Any person may make application for an overnight berthing permit by:

- (1) Submitting a completed application form as described in Pda 609.05 to the division; and
- (2) Paying the overnight berthing permit fee.

(d) An overnight berthing permit shall allow a vessel to be secured, ~~and~~ attended, overnight in the recreational-use pier berthing area at a location designated by the division in the accordance with the LOA,

width and draft of the vessel, and the potential for storms, wind, waves, tides, currents, and wash at the berthing location.

(e) An overnight berthing permit shall be valid for the one night from 6:00 p.m. of one day to 6:00 p.m. of the following day, for which it was issued.

(f) Overnight berthing permits shall not be transferable.

Pda 604.08 Daily Parking at Hampton Harbor and Rye Harbor; Trailer Parking and Boat Launching.

(a) Upon receipt of payment of the appropriate fee established under rules of the authority and on a space available basis, the division shall issue, unless such issuance is prohibited by Pda 607.03, a daily parking ticket for:

(1) Vehicle only; ~~or;~~

(2) Combination vehicle and trailer; ~~or;~~

(3) Buses carrying groups visiting a business that holds a pier use permit such as a whale watch operation, transportation service, or a charter boat.

(b) Daily parking shall only be available at state-owned commercial piers and associated facilities located in Hampton Harbor and Rye Harbor.

(c) A daily parking ticket shall allow the holder to park one vehicle on the day of purchase at the location where the ticket was purchased.

~~A daily parking ticket shall allow the holder to park one vehicle on the day of purchase between sunrise and 11:59 p.m. in a general use parking area at the location purchased.~~

(d) Daily parking tickets are nontransferable and expire 30-minutes after the business or event the daily parking ticket holder was engaged in ends.

~~A daily combination parking ticket shall allow the holder to park one vehicle and one trailer in a general use parking area on the day of purchase between sunrise and 11:59 p.m. at the location where the ticket was purchased. The ticket holder shall also be allowed to launch and recover a vessel between sunrise and 11:59 p.m. at the boat launch area associated with that location.~~

(e) A daily combination parking ticket shall allow the holder to park one vehicle and one trailer in the general use parking area at Rye Harbor or Hampton Harbors on the day of purchase at the location where the ticket was purchased. The ticket holder shall also be allowed to launch and recover a boat at the boat launch area associated with that location.

~~Daily parking tickets shall be nontransferable.~~

(f) Daily combination parking tickets are nontransferable and expire 30-minutes after the business or event the daily combination parking ticket holder was engaged in ends.

(g) Daily bBus parking tickets shall allow the holder to park one bus in the general use parking area at Rye Harbor or Hampton Harbors on the day of purchase at the location where the ticket was purchased.

(h) Daily Bbus parking tickets are nontransferable and expire 30-minutes after the business or event the daily bus parking ticket holder was engaged in ends.

Pda 604.09 Duration, Transferability, and Validity of Daily Seasonal Parking Permits at Hampton Harbor and Rye Harbor.

(a) The division director or designee shall grant daily seasonal parking permits and stickers for Hampton Harbor and Rye Harbor pursuant to Pda 606.09.

(b) A daily seasonal vehicle only parking permit shall allow the holder to park one vehicle in a general use parking area at the state-owned commercial pier and associated facilities specified in the permit between sunrise and 11:59 p.m. on any day during the season on a space available basis.

(c) A daily seasonal combination parking permit shall allow the holder to park one vehicle and one trailer in a general use parking area on any day during the season between sunrise and 11:59 p.m. at the state-owned commercial pier and associated facilities specified in the permit on a space available basis. The permit holder shall also be allowed to launch and recover a vessel between sunrise and 11:59 p.m. at the boat launch area associated with that location.

(d) Daily seasonal parking permits and stickers shall be nontransferable. Daily seasonal permits and stickers shall be valid only for the single vehicle specified in the seasonal parking permit application, unless the division has issued a replacement sticker under (f) below for a replacement vehicle. Each daily seasonal parking permit and sticker shall be marked with the vehicle registration number of the vehicle specified in the daily seasonal parking permit application.

(e) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.06 (b)(1)-(6).

(f) If a vehicle for which a daily seasonal parking sticker was issued is replaced during the term of a permit, the division shall issue a replacement sticker upon:

- (1) Written request of the permit holder;
- (2) Provision of a copy of the replacement vehicle's registration; and
- (3) Return of the daily seasonal parking sticker previously issued by the division.

Pda 604.10 Duration, Transferability, and Validity of Overnight Parking Permits for General Use Lots.

(a) The division director or designee shall grant overnight parking permits pursuant to Pda 606.10 on a space available basis.

(b) Overnight parking permits shall only be available at the state-owned commercial piers and associated facilities located in Hampton Harbor and Rye Harbor. Each permit issued shall specify the single state-owned commercial pier and associated facilities for which the permit is valid.

(c) Upon receipt of payment of the appropriate fee established under rules of the authority and on a space available basis, the division shall issue ~~an~~ **multi-night** overnight vehicle only parking permit allowing the parking of one vehicle from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season in a general use parking area at the state-owned commercial pier and

associated facilities specified in the permit. Only one multi-night permit under this paragraph shall be issued for any one vehicle during the season. ~~A~~ **multi-night** overnight vehicle only parking permit shall be purchased on the day of use or, if applicable, on the initial day of use ~~for from 2 to 6 or more consecutive~~ nights. There shall be no limitation on the number of overnight vehicle only parking permits purchased for non-consecutive nights.

(d) Upon receipt of payment of the appropriate fee established under rules of the authority and on a space available basis, the division shall issue ~~a~~ **multi-night** overnight combination parking permit allowing parking from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season for a vehicle and trailer, including the right to launch and recover the vessel from the boat launch associated with the state-owned commercial pier and associated facilities specified in the permit. Only one multi-night **overnight permit** under this paragraph shall be issued for any one **vehicle/trailer combination** during the season. ~~A~~ **multi-night** overnight combination parking permit shall be purchased on the day of use, or, if applicable, on the initial day of use ~~for from 2 to 6 or more~~ consecutive nights. There shall be no limitation on the number of overnight combination parking permits purchased for non-consecutive nights.

(e) Overnight parking permits shall be nontransferable. Each overnight parking permit shall be marked with the vehicle registration number of the vehicle specified in the overnight parking permit application.

Pda 604.11 Duration, Transferability, and Validity of Seasonal Overnight Parking Permits for Seasonal Overnight Parking at **Hampton Harbor and Rye Harbor**.

(a) The division director or designee shall grant seasonal overnight parking permits and stickers for **Hampton Harbor and Rye Harbor** pursuant to Pda 606.11.

(b) A seasonal overnight vehicle only parking permit shall allow the holder to park one vehicle for any period of time at any time during the season, on a space available basis, in the **Hampton Harbor or Rye Harbor** general use parking area.

(c) Seasonal overnight parking permits and stickers shall be nontransferable. Seasonal overnight parking permits and stickers shall be valid only for the single vehicle specified in the seasonal overnight permit application, unless the division has issued a replacement sticker under (e) below for a replacement vehicle. Each seasonal overnight parking permit and sticker shall be marked with the vehicle registration number of the vehicle specified in the seasonal overnight parking permit application.

(d) In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 days of the change, of any changes to information required pursuant to Pda 609.10(b)(1)-(6).

(e) If a vehicle for which a seasonal overnight parking sticker was issued is replaced during the term of a permit, the division shall issue a replacement sticker upon:

- (1) Written request of the permit holder;
- (2) Provision of a copy of the replacement vehicle's registration; and
- (3) Return of the seasonal overnight parking sticker previously issued by the division.

PART Pda 605 WAIT LISTS

Pda 605.01 Wait List Applications for Vessel Storage or Annual Berthing Permits.

(a) The division shall establish and maintain wait lists in accordance with (b) and (c) below for:

- (1) Any area at a state-owned commercial pier or associated facilities designated by the division for vessel storage when the division determines that the storage area is at capacity; or
- (2) Annual berthing permits for the Portsmouth business-use pier, when the division determines that the Portsmouth business-use pier is at capacity for annual berthing permits.

(b) A person seeking to be placed on a vessel storage wait list shall obtain a vessel storage wait list application form:

(1) In person, from the:

- a. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(c) A person seeking to be placed on an annual berthing permit wait list shall obtain an annual berthing permit wait list application form:

(1) In person, from the:

- a. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or
- b. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(d) The applicant shall provide the information required on the wait list application form, as provided in Pda 609.08 or Pda 609.09.

(e) The applicant shall attach to the application the vessel storage wait list fee or annual berthing permit wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

Pda 605.02 Placement on Wait Lists.

(a) The division shall place the applicant's name on the wait list for:

- (1) Vessel storage at the storage area that the applicant has indicated on the wait list application, if the applicant has paid the vessel storage wait list fee(s); or
- (2) An annual berthing permit at the Portsmouth business-use pier, if the applicant has paid the annual berthing permit wait list fee.

(b) No wait list applicant shall be listed more than once on a vessel storage or annual berthing permit wait list.

(c) The applicant's position on the wait list shall be determined by the date and time a completed wait list application is received by the division, with the earliest received application being placed higher on the list for the requested storage area or for berthing at the Portsmouth business-use pier.

Pda 605.03 Wait List Procedures.

(a) For purposes of this section, "written notice" means notice sent by certified mail, ~~return receipt requested.~~

(b) The following procedures shall apply to the vessel storage wait list(s):

(1) The division shall maintain separate vessel storage wait lists for summer storage and winter storage for each storage area. Summer storage shall last from May 1 to October 31, and winter storage shall last from November 1 to April 30.

(2) When a vessel storage location becomes available at a storage area, the division director or designee shall send written notice to the first 5 persons on the wait list for that storage area that a vessel storage location(s) might be available. Each person contacted shall indicate his or her interest in entering into a storage agreement with the division within 10 days of the receipt of written notice by the division. If the number of storage location(s) available exceeds the number of persons expressing an interest in a storage location, the division director or designee shall send written notice to the next 5 persons in order of priority on the wait list. For purposes of this paragraph, wait lists shall be divided into groups of 5 according to placement on the wait list, and mailings shall be sent out in groups of 5, or, if there are fewer than 5 persons in a group, to each person in the group;

(3) The division director or designee shall notify the person highest on the wait list contacted under (2) above who expressed a timely interest in entering into a storage agreement with the division. If that person does not enter into a storage agreement with the division within 10 days following notification by the division under this subparagraph, the division director or designee shall follow the procedures in (2) above and send written notice to persons on the wait list in order of priority; and

(4) Any person on a vessel storage wait list offered an opportunity to enter into a storage agreement with the division, and who does not enter into such an agreement within 10 days as provided in (3) above, shall not be offered a second opportunity to enter into an **agreement** with the division for 180 days from the date of expiration of the 10-day period. Although the

division director or designee shall not offer the wait list applicant an opportunity to enter into a storage agreement during this 180-day period, the wait list applicant shall retain his or her position on the applicable wait list. If a wait list applicant refuses a second opportunity to enter into a storage agreement for the requested storage area, the wait list applicant shall be removed from the wait list.

(c) The following procedures shall apply to the annual berthing permit wait list:

(1) When a berthing location becomes available at the Portsmouth business-use pier, the division director or designee shall send written notice to the first 5 persons on the annual berthing permit wait list that a berthing location(s) might be available. Each person contacted shall indicate his or her interest in obtaining an annual berthing permit within 10 days of the receipt of written notice by the division. If the number of berths available exceeds the number of persons expressing an interest in a berthing permit, the division director or designee shall send written notice to the next 5 persons in order of priority on the wait list. For purposes of this paragraph, wait lists shall be divided into groups of 5 according to placement on the wait list, and mailings shall be sent out in groups of 5, or, if there are fewer than 5 persons in a group, to each person in the group;

(2) The division director or designee shall notify the person highest on the wait list contacted under (1) above who expressed a timely interest in obtaining an annual berthing permit that the person may file an annual berthing application for the available berthing location. The person shall complete an initial annual berthing permit application within 10 days of notification;

(3) The division director or designee shall review and process the application in accordance with Pda 606 and Pda 607; and

(4) Any person on an annual berthing permit wait list offered an opportunity to apply for an annual berthing permit pursuant to this section, and who refuses the opportunity, shall not be offered a second opportunity to obtain a berthing permit for 180 days from the date of refusal. Although the division director or designee shall not offer the berthing permit wait list applicant an opportunity to apply for a berthing permit during this 180-day period, the berthing permit wait list applicant shall retain his or her position on the berthing permit wait list. If a berthing permit wait list applicant refuses a second opportunity to obtain a berthing permit, the berthing permit wait list applicant shall be removed from the wait list.

(d) A person's name on a vessel storage wait list or annual berthing permit wait list shall be removed from the list:

(1) When the wait list applicant, in writing, requests the division to remove his or her name from the list;

(2) When a vessel storage wait list applicant enters into a storage agreement with the division;

(3) When an annual berthing permit wait list applicant is granted an annual berthing permit;

(4) If the wait list applicant fails to submit a completed wait list reapplication and wait list fee or late fee in accordance with Pda 605.04 on or before the deadline specified in Pda 605.04; or

(5) If a vessel storage wait list or an annual berthing permit wait list applicant refuses 2 opportunities to obtain a vessel storage or an annual berthing permit in accordance with (b)(4) or (c)(4) above.

Pda 605.04 Wait List Reapplications.

(a) An applicant who seeks to remain on a wait list(s) shall reapply annually by March 1 of each year by submitting a wait list application in accordance with Pda 605.01 and payment of the wait list fee, or within 10 business days after March 1 by submitting a wait list application in accordance with Pda 605.01 and payment of the wait list late fee.

(b) The division shall mail a wait list application form once annually on or before January 15 to each applicant on a wait list, to the address specified by the applicant on the wait list application, or, if none is specified, to the applicant's permanent address.

(c) If an undeliverable wait list application form is returned to the division, the division shall not re-mail the form. The wait list applicant shall be responsible for timely reapplication without receipt of a reapplication notice from the division.

Pda 605.05 Notification of Changes in Wait List Information. In order to maintain updated information with the division, any person on a wait list shall notify the division in writing, within 30 days of the change, of any change of address or telephone number.

~~Pda 605.06 REPEALED~~

PART Pda 606 PERMIT APPLICATIONS; PROCESSING OF APPLICATIONS

Pda 606.01 Annual Pier Use Permit; Application Requirements; Processing.

(a) An applicant for an annual pier use permit shall:

(1) Obtain an annual pier use permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the annual pier use application form, as provided in Pda 609.01(b), (d), and (e); and

(3) Attach to the application the following:

a. If the vessel described on the application is a commercial fishing vessel, a photocopy of:

1. The applicant's New Hampshire or other state registration for a commercial vessel;

2. The New Hampshire fish and game department saltwater fishing license or New Hampshire fish and game department commercial lobster license, if any, of the applicant, or, if the applicant is a business entity, of at least one officer or one member of the business entity; and

3. The applicant's New Hampshire marine species wholesale license, if applicable;

b. If the vessel described on the application is a commercial cargo vessel, a photocopy of the applicant's New Hampshire or other state registration for a commercial vessel;

c. If the vessel described on the application is a charter boat, a photocopy of the vessel's New Hampshire or other state registration and U.S. Coast Guard merchant mariner's license for the operator;

d. If the applicant seeks to obtain a business-use pier vehicle sticker(s), a photocopy of the vehicle registration for each vehicle; **and**

e. The Annual Hoist Safety Acknowledgement Sheet with the applicant's signature acknowledging they agree to follow the requirements related to safe operation of division hoists and that they have made their crewmembers aware of the requirements ; and

ef. Payment of the annual pier use permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH₅"

(b) The applicant or the applicant's duly authorized officer or member shall sign the application.

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required under Pda 609.01;

(2) The application has attached the documentation required under (a)(3) above;

(3) The vessel information on the New Hampshire or other state registration or federal documentation is the same vessel information provided on the application;

(4) The annual pier use permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(5) There is no reason to deny the application under Pda 607.02; and

- (6) The applicant has signed the application.
- (d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.
- (e) If the applicant is granted an annual pier use permit under Pda 607, the division director or designee shall:
 - (1) Issue an annual pier use permit to the applicant;
 - (2) Issue a vehicle sticker(s), if requested under Pda 604.03(a);
 - (3) Sign and date the permit(s); and
 - (4) Mail a photocopy of the permit(s) to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address.

Pda 606.02 Skiff Permit: Application Requirements; Processing.

(a) A holder of a mooring permit for a mooring located in Portsmouth Harbor, Rye Harbor, or Hampton Harbor who is applying for a skiff permit for a skiff dock located at a state-owned commercial pier in the harbor where the mooring is located shall:

- (1) Obtain a skiff permit application form:
 - a. In person, from the:
 1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or
 - b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801
- (2) Provide the information required on the skiff permit application form, as provided in Pda 609.02(b); and
- (3) Attach to the application the following:
 - a. A photocopy of the mooring permit; and

b. Payment of the skiff permit fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH.”

(b) The applicant or the applicant’s duly authorized officer or member under (a) above shall sign the application.

(c) Upon receipt of the application form from an applicant under (a) above by the division, the division director or designee shall verify that:

- (1) The applicant has provided all applicable information required under Pda 609.02;
- (2) The applicant has attached the documentation required under (a)(3) above;
- (3) The skiff permit fee is paid, provided that the check or money order is made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH” and is attached to the application;
- (4) There is no reason to deny the application under Pda 607.02; and
- (5) The applicant has signed the application.

(d) Within 30 days of receipt of an application under (a) above by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted a skiff permit under Pda 607, the division director or designee shall:

- (1) Issue a skiff permit and skiff sticker to the applicant;
- (2) Sign and date the permit; and
- (3) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant’s permanent address.

Pda 606.03 Single-Use Pier Permit; Application Requirements; Processing.

(a) Only the owner or operator of a transient commercial fishing vessel shall be eligible to apply for a single-use pier permit.

(b) Prior to or immediately upon securing a vessel to a business-use pier, an applicant for a single-use pier permit shall make an oral application by providing the information required in Pda 609.03(a) to the division either:

- (1) By telephone in accordance with signage posted by the division at business-use piers that displays the telephone number(s) of the division, or
- (2) In person to the division at the pier.

(c) If the applicant contacts the division by telephone, the division director or an employee of the division shall allow the applicant to secure the vessel to the pier after the division director or employee verifies the accuracy of the information relating to the vessel operator and vessel provided under (b) above.

(d) Once the vessel is secured to the pier, the applicant shall:

(1) Display to the division director or employee of the division:

- a. The applicant's New Hampshire or other state registration for a commercial vessel;
- b. The New Hampshire fish and game department saltwater fishing license or New Hampshire fish and game department commercial lobster license, if any, of the applicant, or, if the applicant is a business entity, of at least one officer or one member of the business entity; and
- c. The applicant's New Hampshire marine species wholesale license, if applicable;

(2) Make payment of the single-use pier permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Sign the application form.

(e) Upon receipt of a signed application and tender of the single use pier permit fee, the division director or employee shall grant or deny the application consistent with the provisions of Pda 607.

(f) If the applicant is granted a single-use pier permit under Pda 607, and meets the requirements of (d) above, the division director or employee shall:

(1) Enter the time of day and date that the permit was granted on the permit;

(2) Sign the permit; and

(3) Issue a single-use pier permit to the applicant.

Pda 606.04 Annual Berthing Permit: Application Requirements: Processing.

(a) An applicant for an annual berthing permit shall:

(1) Obtain an annual berthing permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or

2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

- (2) Provide the information required on the annual berthing permit application form, as provided in Pda 609.04(b); and
- (3) Attach to the application the following:
 - a. A copy of the applicant's annual pier use permit;
 - b. Payment of the annual berthing permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH₂;"
- (b) The applicant or the applicant's duly authorized officer or member shall sign the application.
- (c) Upon receipt of the application form by the division, the division director or designee shall verify that:
 - (1) The applicant has provided all applicable information and documentation required under Pda 609.04;
 - (2) The applicant has attached the documentation required under (a)(3) above;
 - (3) The vessel information on the New Hampshire or other state registration or federal documentation is the same vessel information provided on the application;
 - (4) The annual berthing permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
 - (5) A berth is available at the Portsmouth pier berthing area;
 - (6) There is no reason to deny the application under Pda 607.02; and
 - (7) The applicant has signed the application.
- (d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.
- (e) If the applicant is granted an annual berthing permit under Pda 607, the division director or designee shall:
 - (1) Issue an annual berthing permit to the applicant;
 - (2) Sign and date the permit(s); and
 - (3) Mail a photocopy of the permit(s) to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address.

Pda 606.05 Annual Berthing Permit Initial Applications: When Fee Returned. Any person holding a pier use permit and seeking an annual berthing permit shall submit a completed initial annual berthing permit application form in accordance with Pda 606.04. If the division determines that there are no berthing

locations available, the division shall return the applicant's initial application form and annual berthing permit application fee, and the applicant may file an annual berthing permit wait list application in accordance with Pda 605.

Pda 606.06 Annual Berthing Permit Applications for Holders of Permits for Berths.

(a) No later than 21 days before the expiration of an annual berthing permit, the division shall mail annual berthing permit applications to current annual berthing permit holders. The division shall pre-enter all of the permit holder's information on the permit application relating to the applicant and the vessel, as provided on the applicant's current permit, except the date the applicant is required to specify when signing the application.

(b) Applications shall be mailed to the permit holder at the address specified by the permit holder on the annual berthing permit then in effect, or, if none is specified, to the permit holder's permanent address.

(c) Any applicant filing an annual berthing permit application in accordance with this section shall return a completed application with the required information, documentation, and permit fee to the division's office no later than 14 days before expiration of the permit then in effect. Failure to meet the application deadline, whether or not the applicant received an application form with information pre-entered by the division, shall result in a denial in accordance with Pda 607, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after the date on which the permit application was due. An applicant who fails to comply with the regular deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 606.04, including possible placement on a wait list under Pda 605.

(d) Failure to meet the late application deadline, including submission of all materials as specified in (c) above, shall result in denial of the application in accordance with Pda 607.02.

(e) If an application is in compliance with Pda 606.04 and the division grants a permit under Pda 607, the division shall mail, by first class mail, a photocopy of the permit to the annual berthing permit applicant within 10 business days of permit issuance. The mailing shall be sent to the annual berthing permit applicant at the address specified by the applicant on the annual berthing permit application, or, if none is specified, to the applicant's permanent address.

Pda 606.07 Annual Berthing Permit Application: Alteration of Information Relating to Vessel Prohibited; Modification of Permit; Correction of Certain Incorrect Pre-entered Information.

(a) When a current annual berthing permit holder makes an application for an annual berthing permit pursuant to Pda 606.06, the applicant shall not alter information pre-entered on the application by the division relating to the vessel. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall follow the procedures in (b) below.

(b) An annual berthing permit shall be modified by substitution of a modified or replacement vessel for the vessel identified in the permit if the following conditions are met:

(1) The permit holder provides to the division, at least 10 days before berthing a modified or replacement vessel in the location assigned under the berthing permit:

- a. Written notice of any changes to vessel information under Pda 609.04(b)(7); and
 - b. If there is a new registration for the vessel, a copy of such registration;
- (2) The division director or designee determines that the berth assigned in the berthing permit can accommodate the modified or replacement vessel; and
 - (3) The permit holder pays to the division an amount equal to the difference in the amount, if any, that the permit fee for the modified permit would exceed the permit fee paid for the original permit.
- (c) The expiration date of a permit modified under (b) above shall be the same as the originally issued permit.
- (d) If any pre-entered information as specified in (e) below is incorrect, the applicant shall make the necessary correction(s) on the application form. The applicant shall return the signed and completed application, the permit fee, and the vessel registration, on or before the deadline specified in Pda 606.06. All applications pursuant to Pda 606.06 shall be returned to the division on or before the deadline specified in Pda 606.06.
- (e) The applicant shall correct, on the application form, any pre-entered incorrect information relating to the following:
- (1) Any typographical or apparent clerical error, provided that no change to vessel information shall be considered correction of a typographical or clerical error; or
 - (2) An applicant's name, address, business, or contact information as described in Pda 609.04(b)(1)-(6).

Pda 606.08 Overnight Recreational-Use Pier Berthing Permit; Application Requirements; Processing.

- (a) An applicant for an overnight recreational-use pier berthing permit shall:
- (1) Obtain an overnight recreational-use pier berthing permit application form:
 - a. In person, from the:
 1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or
 - b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors

555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the overnight recreational-use pier berthing permit application form, as provided in Pda 609.05(b); and

(3) Attach to the application the following:

a. A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;

b. A photograph of the vessel, if the vessel is not required to be registered; and

c. Payment of the overnight recreational-use pier berthing permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(b) The applicant or the applicant's duly authorized officer or member shall sign the application.

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required under Pda 609.05;

(2) The applicant has attached the documentation required under (a)(3) above;

(3) The vessel information on the New Hampshire or other state registration or federal documentation is the same vessel information provided on the application;

(4) The overnight recreational-use pier berthing permit fee is paid, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(5) A berth is available at the recreational-use pier berthing area;

(6) There is no reason to deny the application under Pda 607.02; and

(7) The applicant has signed the application.

(d) If the application is received during normal business hours, the division director or designee shall grant or deny the application as expeditiously as possible, not to exceed 24 hours, consistent with the provisions of Pda 607.

(e) If the applicant is granted an overnight recreational-use pier berthing permit under Pda 607, the division director or designee shall:

(1) Issue an overnight recreational-use pier berthing permit to the applicant, specifying the dates and times for which the permit is valid;

(2) Sign and date the permit; and

(3) If the applicant:

- a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address; or
- b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Pda 606.09 Daily Seasonal Parking Permit; Application Requirements; Processing.

(a) Daily seasonal parking permits shall only be available for the state-owned commercial piers and associated facilities located at Hampton Harbor and Rye Harbor. Each permit issued shall specify the single state-owned commercial pier and associated facilities for which the permit is valid.

(b) An applicant for a daily seasonal parking permit shall:

(1) Obtain a daily seasonal parking permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the daily seasonal parking permit application form, as provided in Pda 609.06(b); and

(3) Attach to the application the following:

- a. A photocopy of the registration of the vehicle for which the applicant wishes to receive a daily seasonal parking permit; and
- b. Payment of the daily seasonal parking permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

- (1) The applicant has provided all applicable information and documentation required under Pda 609.06(b);
- (2) A copy of the current state vehicle registration is attached to the application for the vehicle for which the applicant wishes to receive a daily seasonal parking permit;
- (3) The daily seasonal parking permit fee is paid for vehicle only or for combination vehicle and trailer, provided that the check or money order is made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH” and is attached to the application;
- (4) There is no reason to deny the application under Pda 607.02; and
- (5) The applicant has signed the application.

(d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted a daily seasonal parking permit under Pda 607, the division director or designee shall:

- (1) Issue a daily seasonal parking permit to the applicant specifying the date(s) of the season for which the permit is valid and marked with the vehicle registration number of the vehicle identified in the permit application;
- (2) Issue a daily seasonal parking sticker marked with the vehicle registration number of the vehicle identified in the application;
- (3) Sign and date the permit; and
- (4) If the applicant:
 - a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant’s permanent address; or
 - b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Pda 606.10 Overnight Parking Permit; Application Requirements; Processing.

(a) An applicant for an overnight parking permit shall:

(1) Obtain an overnight parking permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the overnight parking permit application form, as provided in Pda 609.07(b); and

(3) Attach to the application the following:

a. A photocopy of the registration of the vehicle for which the applicant wishes to receive an overnight parking permit; and

b. Payment of the overnight parking permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(b) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information required under Pda 609.07 (b);

(2) Space is available in the general use parking area for the type of permit applied for;

(3) A copy of the current state vehicle registration is attached to the application for the vehicle for which the applicant wishes to receive an overnight parking permit;

(4) The overnight parking permit fee is paid for vehicle only or for combination vehicle and trailer, provided that the check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(5) There is no reason to deny the application under Pda 607.02; and

(6) The applicant has signed the application.

(c) If the application is received during normal business hours, the division director or designee shall grant or deny the application as expeditiously as possible, not to exceed 24 hours, consistent with the provisions of Pda 607.

(d) If the applicant is granted an overnight parking permit under Pda 607, the division director or designee shall:

(1) Issue an overnight parking permit to the applicant, specifying the date(s) for which the permit is valid;

(2) Sign and date the permit; and

(3) If the applicant:

- a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant's permanent address; or
- b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

Pda 606.11 Seasonal Overnight Parking Permit; Application Requirements; Processing.

(a) Only the holder of a mooring permit for a mooring located in Hampton Harbor or Rye Harbor shall be permitted to apply for a seasonal overnight parking permit at Hampton Harbor or Rye Harbor.

(b) An applicant for a seasonal overnight parking permit shall:

(1) Obtain a seasonal overnight parking permit application form:

a. In person, from the:

1. Division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
2. Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
3. Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information required on the seasonal overnight parking permit application form, as provided in Pda 609.10(b); and

(3) Attach to the application the following:

- a. A photocopy of the registration of the vehicle for which the applicant wishes to receive a seasonal overnight parking permit; and
- b. Payment of the seasonal overnight parking permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(c) Upon receipt of the application form by the division, the division director or designee shall verify that:

(1) The applicant has provided all applicable information required under Pda 609.10(b);

(2) A copy of the current state vehicle registration is attached to the application for the vehicle for which the applicant wishes to receive a seasonal overnight parking permit;

(3) The applicant is the holder of a valid mooring permit for Hampton Harbor or Rye Harbor;

(4) The seasonal overnight parking permit fee is paid for vehicle only, provided that the check or money order is made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH” and is attached to the application;

(5) There is no reason to deny the application under Pda 607.02; and

(6) The applicant has signed the application.

(d) Within 30 days of receipt of the application by the division, the division director or designee shall grant or deny the application consistent with the provisions of Pda 607.

(e) If the applicant is granted a seasonal overnight parking permit under Pda 607, the division director or designee shall:

(1) Issue a seasonal overnight parking permit to the applicant, specifying the date(s) of the season for which the permit is valid and marked with the vehicle registration number of the vehicle identified in the permit application;

(2) Issue a seasonal overnight parking sticker marked with the vehicle registration number of the vehicle identified in the application;

(3) Sign and date the permit; and

(4) If the applicant:

a. Has requested that the permit be mailed, mail a photocopy of the permit to the applicant at the address specified by the applicant on the permit application, or, if none is specified, to the applicant’s permanent address; or

b. Is present when the division completes the processing of the application, deliver the permit to the applicant.

PART Pda 607 GRANT OR DENIAL OF PERMIT APPLICATION; REVOCATIONS; HEARINGS

Pda 607.01 Annual Pier Use Permit, Skiff Permit, Single-Use Pier Permit, Annual Berthing Permit; Overnight Recreational-Use Pier Berthing Permit; Daily Seasonal Parking Permit, Overnight Parking Permit; and Seasonal Overnight Parking Permit. Applications under Pda 606 for annual pier use permits, skiff permits, single-use pier permits, annual berthing permits, overnight recreational-use pier berthing permits, daily seasonal parking permits, overnight parking permits, and seasonal overnight parking permits shall be granted unless denied by the division in accordance with Pda 607.02.

Pda 607.02 Reasons for Denial of Application.

(a) The director shall deny a permit application for an annual pier use permit, skiff permit under Pda 604.04, single-use pier permit, annual berthing permit, overnight recreational-use pier berthing permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit if the applicant:

- (1) Is not a qualified applicant under Pda 604.02(b), Pda 604.04(b), Pda 604.05(b), Pda 604.06(b), or Pda 606.11(a), as applicable;
- (2) Has not included the required permit fee;
- (3) Has not provided the required information and documentation under Pda 609 for the type of permit applied for;
- (4) Has provided materially false information on the application form or to a representative of the division, or has provided materially false or invalid information in any of the documentation required under Pda 606 or Pda 609;
- (5) Has failed to:
 - a. Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable at the time the application is filed;
 - b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine or fines remain due and payable at the time the application is filed; or
 - c. Obey any lawful order of the division director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding at the time the application is filed;
- (6) Has not signed the application; or
- (7) Failed to submit a complete application in accordance with any application filing deadline established under Pda 606.

(b) The division director shall deny a permit application for an annual pier use permit, single-use pier permit, annual berthing permit, or overnight recreational-use pier berthing permit if the division determines that the vessel cannot be safely secured at the pier or the berth, taking into consideration the LOA, width, and draft of the vessel, the strength of the particular pier, and the potential for storms, wind, waves, tides, currents, and wash at the proposed location.

(c) The division director shall deny a permit application for an annual berthing permit at the Portsmouth pier berthing area or an overnight recreational-use pier berthing permit at a recreational-use pier berthing area if no berth is available to accommodate the applicant's vessel.

(d) The division director shall deny a permit application for a daily seasonal parking permit if, on 2 or more occasions during 2 out of the 5 immediately preceding seasons, the applicant had a daily seasonal parking permit or daily seasonal parking sticker revoked for violation of Pda 604.09(d).

(e) The division director shall deny a permit application for a seasonal overnight parking permit if the applicant:

- (1) Is not the holder of a valid mooring permit for Hampton Harbor or Rye Harbor; or

- (2) On 2 or more occasions during 2 out of the 5 immediately preceding seasons, had a seasonal overnight parking permit or seasonal overnight parking sticker revoked for violation of Pda 604.11(c).

Pda 607.03 Daily and Overnight Parking Restrictions. Parking at associated facilities shall be subject to the following restrictions:

(a) Parking shall be available on a space available basis only in the appropriate parking area(s) of the general use parking lot;

(b) No overnight parking shall be allowed that would violate any provision of Pda 604.10;

(c) Parking shall not be available to any person who has failed to:

- (1) Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable at the time the purchase is attempted or the application for a permit is made;

- (2) Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine or fines remain due and payable at the time the purchase is attempted or the application for a permit is made; or

- (3) Obey any lawful order of the division director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding at the time the purchase is attempted or the application for a permit is made.

Pda 607.04 Revocation of Permit.

(a) The director shall revoke an annual pier use permit, skiff permit, annual berthing permit, recreational-use pier berthing permit, single-use pier permit, overnight parking permit, daily seasonal parking permit, or seasonal overnight parking permit for any of the following reasons, as applicable to the type of permit:

- (1) The permit was transferred in violation of Pda 604.02(g), Pda 604.04(f), Pda 604.05(e), Pda 604.06(f), Pda 604.07(f), Pda 604.08(e), Pda 604.09(d), Pda 604.10(e), or Pda 604.11(c);

- (2) A vehicle sticker was transferred to another person or vehicle in violation of Pda 604.03(c), 604.09(d), or Pda 604.11(c);

- (3) The applicant has provided materially false information on the application form or to a representative of the division, or has provided materially false or invalid information in any of the documentation required under Pda 609;

- (4) The permit holder's use of the pier or associated facilities is in violation of the law, including any rule set forth in Pda 600, presents an imminent and substantial threat to human health, public safety, or the environment, or is likely to result in immediate and substantial damage to division property;

- (5) The permit holder has failed during the term of the permit to:
 - a. Timely pay any fees or other costs due the authority or the division under RSA 12-G:42-53 or rules adopted thereunder and such fees or other costs remain due and payable for more than 30 days;
 - b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a and such fine(s) remain due and payable for more than 30 days; or
 - c. Obey any lawful order of the division director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master and full compliance with such lawful order remains outstanding for more than 30 days;
 - (6) The permit holder ceases to have any ownership interest in a vessel identified in the permit holder's permit;
 - (7) The permit holder returned the permit to the division in accordance with Pda 607.07;
 - (8) The permit holder did not provide the written notification to the division required under Pda 607.07(a);
 - (9) The permit holder failed to provide the notifications required by Pda 604.02(k), Pda 604.04(g), Pda 604.06(g), Pda 604.09(e), or Pda 604.11(d), as applicable; or
 - (10) Following prior written notification from the division that a sticker is incorrectly displayed, the permit holder failed to display a parking sticker as specified in Pda 603.04(h).
- (b) The division director shall provide notice and opportunity for a hearing before revocation of an annual pier use permit, annual berthing permit, skiff permit, single-use pier permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit.
- (c) Revocation of a pier use permit shall invalidate any annual berthing permit or business-use pier vehicle stickers issued in connection with the pier use permit.
- (d) Revocation of a mooring permit shall invalidate any skiff permit or seasonal overnight parking permit issued in connection with the mooring permit.

Pda 607.05 Hearings; Notice of Denial.

- (a) Any hearing required pursuant to Pda 607.04 shall be held by the director or designee.
- (b) If a permit is denied under Pda 607.02 or revoked under Pda 607.04(b) after notice and opportunity for a hearing, notice of the denial or revocation and the reason(s) therefor shall be sent to the applicant in writing within 10 working days of the decision.

Pda 607.06 Removal of Vessel from Berth if Annual Berthing Permit Revoked. Within 10 days of receipt of a notice of revocation of an annual berthing permit pursuant to Pda 607.05(b), or, if the applicant or annual berthing permit holder files a request for reconsideration pursuant to Pda 608, within 10 days of receipt of a notice of decision under Pda 608.03(b), the vessel for which the annual berthing permit was issued shall be permanently removed from its berth. If the vessel is not removed by 11:59 p.m. on the tenth day following the receipt of such notice, a representative of the division shall arrange for the removal of

the vessel from its berth. The owner of the vessel shall be responsible for any costs incurred by the division in removing the vessel from its berth.

Pda 607.07 Written Notification and Return of Permit Required in Certain Circumstances.

(a) A permit holder shall provide written notification to the division within 15 days of the sale or other disposition of the vessel for which a pier use permit or annual berthing permit has been issued; or

(b) A person required under (a) above to provide written notification to the division shall return the permit to the division within 15 days of the event requiring notification under (a) above.

PART Pda 608 RECONSIDERATION

Pda 608.01 Reconsideration: Who May Petition. Any holder of an annual pier use permit, skiff permit, single-use pier permit, annual berthing permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit issued under Pda 600 whose permit was revoked by the division director pursuant to Pda 607.04 and any applicant for an annual pier use permit, skiff permit, single-use pier permit, annual berthing permit, overnight recreation-use pier berthing permit, daily seasonal parking permit, overnight parking permit, or seasonal overnight parking permit whose application was denied by the division director pursuant to Pda 606.01(d), Pda 606.02(d), Pda 606.03(e), Pda 606.04(d), Pda 606.06(c), Pda 606.08(d), Pda 606.09(d), Pda 606.10(c), or Pda 606.11(d) may petition the division director for reconsideration pursuant to Pda 608.

Pda 608.02 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

(a) Specify the date of the challenged decision;

(b) Specify every reason that the action taken by the division director was unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval; and

(d) Include any new or additional information relevant to the matter proposed for reconsideration.

Pda 608.03 Reconsideration by Division Director.

(a) A petition for reconsideration by the division director shall be filed with the division director within 10 days from receipt of notice of:

(1) Revocation of a permit pursuant to Pda 607.04; or

(2) Denial of a permit pursuant to Pda 606.01(d), Pda 606.02(d), Pda 606.03(e), Pda 606.04(d), Pda 606.06(c), Pda 606.08(d), Pda 606.09(d), Pda 606.10(c), Pda 606.11(c), or Pda 606.10(d).

(b) The division director shall review a petition for reconsideration within 10 days of receipt and notify the petitioner of his or her decision on whether to grant or deny the petition within 5 business days of review.

(c) When making a decision on a petition for reconsideration, the division director shall consider any new or additional information relevant to the matter under reconsideration that was not available:

- (1) In a permit denial proceeding, when the application in question was submitted; or
- (2) In a permit revocation proceeding, when the decision to revoke a permit was rendered.

(d) The division director shall grant a petition for reconsideration if the division director finds it more likely than not that the decision was based on an error of law or fact or lacked facts that could reasonably sustain the decision.

(e) The division director shall deny a petition for reconsideration if the petition for reconsideration was not timely filed in accordance with (a) above, or the division director finds it more likely than not that the decision was not based on any error of law or that there were facts reasonably sustaining the decision.

PART Pda 609 FORMS

Pda 609.01 Annual Pier Use Permit Application Form.

(a) Each person seeking an annual pier use permit shall complete an annual pier use permit application form provided by the division and:

- (1) Deliver the completed application to:
 - a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 - b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 - c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

- (2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the annual pier use permit application form:

- (1) The applicant's full legal name;
- (2) If the vessel described in the application is a commercial fishing vessel, the name and address of the applicant's commercial fishing business;
- (3) If the vessel described in the application is a commercial cargo vessel, the name and address of the applicant's commercial cargo business;

- (4) If the vessel described in the application is a charter boat, the name and address of the applicant's charter boat business;
 - (5) If the applicant is an owner or operator of an off-site business, the reasons the applicant needs to use the facilities of a business-use pier and which facilities the applicant needs to use;
 - (6) The applicant's mailing address, if different from the permanent address;
 - (7) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
 - (8) The applicant's type of business organization;
 - (9) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
 - (10) The applicant's e-mail address, if the applicant has an e-mail address; and
 - (11) The following information pertaining to the vessel, if any:
 - a. Vessel name;
 - b. New Hampshire or other state registration number;
 - c. Federal documentation number, if applicable;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel.
- (c) The applicant shall attach the documentation required under Pda 606.01(a)(3).
- (d) The applicant shall provide the registration number for each vehicle for which a business-pier vehicle use sticker is sought as provided in Pda 604.03.
- (e) If the application is for the use of a business-use pier by a vessel, the applicant shall indicate whether or not the applicant desires a skiff permit.

(f) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my pier use permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(g) The applicant shall sign and date the application.

Pda 609.02 Skiff Permit Application Form.

(a) Each person seeking a skiff permit under Pda 604.04(b) shall complete a skiff permit application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the skiff permit application form:

(1) The applicant’s full legal name:

(2) The applicant’s permanent address;

(3) The applicant’s telephone number(s) including:

- a. Business telephone number;
- b. Home telephone number;
- c. Cell telephone number, if different from permanent telephone number; and
- d. An emergency contact telephone number.

(c) The applicant shall attach the documentation required under Pda 606.02(a)(3).

(d) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my skiff permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(e) The applicant shall sign and date the application.

Pda 609.03 Single-Use Pier Permit Application Form.

(a) The single-use pier permit application form shall require the division director or an employee of the division to enter the following information provided by an applicant under Pda 606.03(b):

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address;
- (3) The applicant’s telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Cell telephone number, if different from permanent telephone number; and
 - d. An emergency contact telephone number;
- (4) The following information pertaining to the vessel and registration and identification numbers:
 - a. Vessel name;
 - b. New Hampshire or other state registration number, or federal documentation number, as applicable;
 - c. The identification number(s) for any applicable fishing permits held by the applicant;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel; and
- (5) The reason(s) the applicant wishes to use the pier.

(b) The form shall require the division director or an employee of the division to verify that the applicant has displayed the documentation required under Pda 606.03(d)(1).

(c) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in this application are to the best of my knowledge and belief true, accurate and complete. I am aware that my pier use permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(d) The applicant shall sign and date the application.

Pda 609.04 Annual Berthing Permit Application Form.

(a) Each person seeking an annual berthing permit shall complete an annual berthing permit application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the annual berthing permit application form:

- (1) The applicant's full legal name;
- (2) The name and address of the applicant's commercial fishing business;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;

- (6) The applicant's e-mail address, if the applicant has an e-mail address; and
- (7) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire or other state registration number;
 - c. Federal documentation number, if applicable;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel.
- (c) The applicant shall attach the documentation required under Pda 606.04(a)(3).
- (d) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my annual berthing permit or placement on an annual berthing permit wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

- (e) The applicant shall sign and date the application.

Pda 609.05 Overnight Recreation-Use Pier Berthing Permit Application Form.

(a) Each person seeking an overnight recreational-use pier berthing permit shall complete an overnight recreational-use pier berthing permit application form provided by the division and:

- (1) Deliver the completed application to:
 - a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 - b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 - c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or
- (2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street

Portsmouth, NH 03801

(b) The applicant shall provide the following information on the overnight recreational-use pier berthing permit application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent address;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (6) The dates of the overnight for which the overnight recreational-use pier berthing permit is sought; and
- (7) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire or other state registration number;
 - c. Federal documentation number, if applicable;
 - d. Vessel LOA;
 - e. Vessel width;
 - f. Vessel draft;
 - g. Vessel color; and
 - h. Type of vessel.

(c) The applicant shall attach to the application the following:

- (1) A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;
- (2) A photograph of the vessel, if the vessel is not required to be registered; and

(3) Payment of the overnight recreational-use pier berthing permit fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH;”

(d) By his or her signature, the applicant shall certify the following:

“I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my berthing permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(e) The applicant shall sign and date the application.

Pda 609.06 Daily Seasonal Parking Permit Application Form.

(a) Each person seeking a daily seasonal parking permit shall complete a daily seasonal parking permit application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the daily seasonal parking permit application form:

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address;
- (3) The applicant’s mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant’s telephone number(s) including:
 - a. Business telephone number;

- b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (6) The applicant's e-mail address, if the applicant has an e-mail address;
- (7) The state registration number of the vehicle for which the applicant wishes to receive a daily seasonal parking permit;
- (8) The type of daily seasonal parking permit applied for, which shall be:
- a. Vehicle only; or
 - b. Combination; and
- (9) The state-owned commercial pier and associated facilities for which the daily seasonal permit is requested.
- (c) The applicant shall attach:
- (1) A photocopy of the current New Hampshire or other state registration for the vehicle listed on the permit application; and
 - (2) The daily seasonal parking permit fee for vehicle only or for vehicle and trailer, provided that a check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (d) By his or her signature, the applicant shall certify the following:
- (1) "I hereby certify that I either own or lease the vehicle described in this application;" and
 - (2) "I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my daily seasonal parking permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."
- (e) The applicant shall sign and date the application.

Pda 609.07 Overnight Parking Permit Application Form.

- (a) Each person seeking an overnight parking permit shall complete an overnight parking permit application form provided by the division and:
- (1) Mail the completed application to:
Pease Development Authority
Division of Ports and Harbors
555 Market Street

Portsmouth, NH 03801; or

(2) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842.

(b) The applicant shall provide the following information on the overnight parking permit application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent address;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
- (6) The type of overnight parking permit applied for, which shall be:
 - a. Vehicle only; or
 - b. Combination vehicle and trailer;
- (7) The state registration number of the vehicle for which the applicant wishes to receive a overnight parking permit; and
- (8) The dates for which the overnight parking permit is sought.

(c) The applicant shall attach:

- (1) A photocopy of the valid state registration for the vehicle listed on the permit application; and

- (2) The overnight parking permit fee, provided that a check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (d) By his or her signature, the applicant shall certify the following:
- (1) "I hereby certify that I either own or lease the vehicle described in this application;" and
 - (2) "I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my overnight parking permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."
- (e) The applicant shall sign and date the application.

Pda 609.08 Vessel Storage Wait List Application Form.

(a) Each person seeking to be placed on the division's summer or winter vessel storage wait list shall complete an application form provided by the division and:

- (1) Deliver the completed application to:
 - a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
 - b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
 - c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the wait list application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent or home address;
- (3) The applicant's permanent or home telephone number;
- (4) Type of vessel for which storage is sought, indicating sail or power;
- (5) The LOA, width, and draft of the vessel;
- (6) Whether the applicant is applying for summer storage, winter storage, or both; and
- (7) The desired vessel storage location(s).

(c) The applicant shall attach:

- (1) A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;
- (2) A photograph of the vessel, if the vessel is not required to be registered; and
- (3) The vessel storage wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The applicant shall sign and date the application.

Pda 609.09 Annual Berthing Permit Wait List Application Form.

(a) Each person seeking to be placed on the division's annual berthing permit wait list shall complete an application form provided by the division and:

(1) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801; or
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or

(2) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the following information on the wait list application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent or home address;
- (3) The applicant's permanent or home telephone number;
- (4) The type of vessel for which an annual berthing permit is sought, indicating sail or power; and
- (5) The LOA, width, and draft of the vessel.

(c) The applicant shall attach:

- (1) A copy of the current New Hampshire or other state registration for the vessel, unless the vessel is not required to be registered;
- (2) A photograph of the vessel, if the vessel is not required to be registered; and

(3) The annual berthing permit wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The applicant shall sign and date the application.

Pda 609.10 Seasonal Overnight Parking Permit Application Form.

(a) Each person seeking a seasonal overnight parking permit shall complete an overnight parking permit application form provided by the division and:

(1) Mail the completed application to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801; or

(2) Deliver the completed application to:

- a. The division office located at 555 Market Street, Portsmouth, New Hampshire, 03801;
- b. The main office of the Rye Harbor Marine Facility, 1870 Ocean Blvd., Rye, New Hampshire, 03870; or
- c. The main office of the Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, New Hampshire, 03842.

(b) The applicant shall provide the following information on the seasonal overnight parking permit application form:

- (1) The applicant's full legal name;
- (2) The applicant's permanent address;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (5) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and

- e. Cell telephone number, if different from permanent telephone number;
 - (6) The applicant's e-mail address, if the applicant has an e-mail address;
 - (7) The state registration number of the vehicle for which the applicant wishes to receive a seasonal overnight parking permit; and
 - (8) The season for which the seasonal overnight parking permit is sought.
- (c) The applicant shall attach:
- (1) A photocopy of the valid state registration for the vehicle listed on the permit application; and
 - (2) The seasonal overnight parking permit fee for vehicle only, provided that a check or money order is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."
- (d) By his or her signature, the applicant shall certify the following:
- (1) "I hereby certify that I either own or lease the vehicle described in this application;" and
 - (2) "I certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my seasonal overnight parking permit may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."
- (e) The applicant shall sign and date the application.

Pda 610, Effective 4-17-15 (Document # 10818, Exempt), to read as follows:

PART Pda 610 PERMIT FEES

(Note to JLCAR: Limitation to review because these rules are exempt from RSA 521-A under RSA 541-A, I(n))

Pda 610.01 Fee Schedule.

(a) Following adoption of a Pda 600 fee schedule, Pda 600 fees shall remain in effect until new fees are adopted in accordance with (b) below. At least once a year the division director shall review the schedule of Pda 600 fees. If the division proposes to modify Pda 600 fees, the process shall be as described in (b) below.

(b) The following shall govern the adoption of Pda 600 fee schedules:

- (1) The division director shall prepare a proposed schedule of Pda 600 fees;
- (2) The division director shall publish a notice in at least 2 newspapers of general circulation of the availability of the proposed schedule of Pda 600 fees;
- (3) Within 30 days of publication of notice pursuant to (2) above, any person may submit to the division director written comments regarding the proposed schedule of Pda 600 fees;

(4) Within 60 days of publication of notice pursuant to (2) above, the division director shall submit the proposed schedule of Pda 600 fees to the authority for review and approval;

(5) The authority may:

- a. Adopt the approved schedule of Pda 600 fees;
- b. Adopt the approved schedule of Pda 600 fees in part; or
- c. Adopt the approved schedule of Pda 600 fees in part and modify the schedule in part;

(6) The Pda 600 fees adopted by the authority shall take effect on January 1 of the following year or 5 days after adoption by the authority, whichever is earlier, unless the authority specifies an alternate effective date that is at least 5 days after the date of adoption by the authority; and

(7) Once adopted by the authority, the schedule of Pda 600 fees shall be made available to any person who requests a copy.

Pda 610.02 Types of Fees. The following types of fees shall be set by the schedule of fees determined under Pda 610.01:

- (a) Annual pier use permit fee;
- (b) Skiff permit fee;
- (c) Skiff sticker replacement fee;
- (d) Business-use pier vehicle sticker replacement fee;
- (e) Single-use pier permit fee;
- (f) Daily parking ticket fee for vehicle only;
- (g) Daily parking ticket fee for combination vehicle and trailer;
- (h) Daily parking ticket for bus;
- ~~(hi)~~ Seasonal parking permit fee for vehicle only;
- ~~(ij)~~ Seasonal parking permit fee for combination vehicle and trailer;
- ~~(jk)~~ Seasonal parking sticker replacement fee;
- ~~(kl)~~ Overnight parking permit fee for vehicle only;
- ~~(lm)~~ Overnight parking permit fee for combination vehicle and trailer;
- ~~(mn)~~ Berthing permit fee;
- ~~(no)~~ Berthing permit application late fee under Pda 606.06;

- (~~op~~) Berthing permit wait list fee;
- (~~qp~~) Berthing permit wait list renewal fee;
- (~~rq~~) Berthing permit wait list renewal late fee;
- (~~sf~~) Vessel storage wait list fee, per storage area;
- (~~st~~) Vessel storage wait list renewal fee, per storage area;
- (~~tu~~) Vessel storage wait list renewal late fee, per storage area;

**Schedule of Fees for Commercial Piers
Portsmouth, Hampton Harbor and Rye Harbor, NH
Effective October 7, 2005 unless otherwise noted**

| *PFP = Portsmouth Fish Pier | | FEE |
|---|-----------------|---------------------------------|
| Annual Pier Use (effective January 1, 2020) | | \$12.00 per ft. (\$200 minimum) |
| Skiff Permit Fee | | \$50.00 |
| Skiff Sticker Replacement Fee | | \$10.00 |
| Business Use Pier Vehicle Sticker Replacement Fee | | \$10.00 |
| Single Use Pier Permit (effective January 1, 2020) | Hampton/Rye/PFP | \$6.00 per ft. |
| Daily Parking – Car Only - Ticket | | \$5.00 |
| Daily Parking – Bus - Ticket | | \$25.00 |
| Daily Parking – Combo Vehicle/Trailer Fee-Ticket | | \$10.00 |
| Seasonal Parking Permit Fee – Vehicle Only | | \$75.00 entire season |
| Seasonal Overnight Parking Permit – Vehicle Only (effective January 1, 2008) | | \$150.00 entire season |
| Seasonal Parking Permit Fee – Vehicle/Trailer | | \$150.00 entire season |
| Seasonal Parking Sticker Replacement Fee | | \$10.00 |
| Overnight Parking Permit Fee – Vehicle Only | | \$10.00 |

| | | |
|---|---------------------------|---|
| Overnight Parking Permit Fee – Vehicle/Trailer | | \$20.00 |
| Berthing Permit Fee | PFP Outside PFP Inside | \$8.00 per foot per quarter used \$12.50 per foot per quarter used |
| Berthing Permit Application Late Fee | | \$50.00 |
| Berthing Permit Wait List Fee | | \$5.00 |
| Berthing Permit Wait List Renewal Fee | | \$5.00 |
| Berthing Permit Wait List Renewal Late Fee | | \$10.00 |
| Vessel Storage Wait List Fee, per storage area (effective March 8, 2006) | | \$5.00 |
| Vessel Storage Wait List Renewal Fee (effective March 8, 2006) | | \$5.00 |
| Vessel Storage Wait List Renewal Late Fee (effective March 8, 2006) | | \$10.00 |

Pda 610.03 Waiver of Fees: Official Government Business.

(a) “Government agency” means any department, commission, board, institution, bureau, office, court, legislative body, or other entity, by whatever name called, established in the constitution, statutes, session laws, or executive orders of the local, state, or federal government.

(b) Fees under Pda 600 shall not be waived for any type of applicant for or holder of a permit issued pursuant to Pda 600 or any user of state-owned commercial piers or associated facilities, except in accordance with (c) below.

(c) Any fee required under Pda 600 for any permit, sticker, or use of the commercial piers or associated facilities shall be waived by the division for any government agency, or employee or agent of any government agency, conducting official business. Any employee or agent of a government agency seeking a waiver of fees pursuant to Pda 610.03 shall:

- (1) Identify the government agency that he or she is representing;
- (2) Display:
 - a. A **government-issued** photo identification card that identifies the person as an employee or agent of the government agency; or
 - b. A government issued identification card that identifies the person as an employee or agent of the government agency and a photo identification card; and

(3) Identify the nature of the official business of the government agency that such employee or agent will be conducting at the commercial pier or associated facilities.

Pda 610.04 Fees Nonrefundable: Payment of Fees.

(a) All Pda 600 fees shall be nonrefundable, except as provided in Pda 606.05.

(b) The fee(s) paid by check or money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA - DPH.”

| Rule number | State Statute/Federal Regulation Implemented |
|--|---|
| Pda 600 (Specific Pda 600 rules implementing specific statutes are listed below) | RSA 12-G:42, IX, X (d) |
| Pda 601.04 | RSA 12-G:2, XIX-a |
| Pda 601.07 | RSA 12-G:2, XXIII-a |
| Pda 603.07 (a) | RSA 1:16 |


MOTION

Director Conard:

The Pease Development Authority Board of Directors authorizes the Executive Director to contract with HL Patten Construction for the construction of a new hexagonal gatehouse for the Rye Harbor Marine Facility in an amount not to exceed \$21,000.00; all in accordance with the Memorandum of Geno Marconi, Division Director, dated May 31, 2023, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the formal RFP requirement as four (4) quotes from local contractors were obtained, and the lowest quote for the desired product has been selected.

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

To: Pease Development Authority ("PDA") Board of Directors
From: Geno Marconi, Division Director 
Date: June 5, 2023
Subject: Request to Purchase Replacement Gatehouse for Rye Harbor

The Division of Ports and Harbors (the "Division") has been considering replacing the gatehouse/ticket booth ("gatehouse") at the Rye Harbor Marine Facility ("Rye Harbor"). Division staff obtained 4 quotes (attached) to remove the existing gatehouse and provide materials and installation of the replacement. The gatehouse is the small, hexagonal shaped building that Rye staff uses to sell parking and boat launch tickets during the busy season (May-October). The building was originally built for State Parks around 1972 and moved to Rye Harbor in the late 1970's. The unique shape is used to provide a 360 degree view, which is necessary for the safety of the staff, as people with large boats and vehicles may have trouble seeing/maneuvering in the facility's small driveway. The State Park around the corner (Ragged Neck) still utilizes this shape and it has become a bit of an unofficial historical landmark at Rye Harbor.

Due to the extreme weather conditions and flooding at Rye Harbor, we have identified the need to build a structure with materials better suited for the conditions. The current building, which is now over 50 years old, is wood/clapboard and requires regular maintenance. If built with a pressure-treated base, Azek, 30 year shingles, and with additional framing to enable the structure to be moved to a more protected area during the winter, the replacement structure should last a very long time. Additionally, the replacement structure will have an electrical feed, which will enable use of an electric cash register and credit card processing equipment.

Below is a summary of the four quotes received (the detailed quotes are attached):

1. HL Patten - \$21,000
2. Pepperrell Cove - \$26,000
3. The Riverside Companies - \$25,650
4. Reeds Ferry Sheds - \$17,000-\$22,000

Please note that the Reeds Ferry shed would not be hexagonal and would need additional structural work and modifications. The quote also does not include the cost of removing the current gatehouse. As such, I recommend going with HL Patten. They are the most reasonable price for the particular hexagon style that we are looking for. The HL Patten quote includes removal of the existing structure and installation of the replacement gatehouse.

Therefore, the Division requests the approval of the PDA Board of Directors for HL Patten to install a replacement hexagonal gatehouse at the Rye Harbor Marine Facility for a price not to exceed \$21,000.

HL Patten

CONSTRUCTION

General Contractors

P.O. Box 450
Kittery, ME 03904
Tel: 207 439-2008
Fax: 207 439-2068

April 19, 2023

Mr. Whitney Anderson
Operations Manager
Div. of Ports and Harbors, PDA
555 Market Street
Portsmouth, NH 03801

RE: Attendant Shed, Rye Harbor

Dear Mr. Anderson:

Please be advised that HL Patten has visited the Rye Harbor site and taken measurements of the existing parking lot structure for the purposes of producing a construction estimate. The present building is hexagonal in shape and includes 2 pass doors and 4 windows. The geometry of the building increases the cost of labor and materials. It is our understanding that the new structure needs to be both durable and capable of being moved. Therefore our proposal includes weather resistant doors, windows, subfloor framing, siding and trim. The proposed asphalt shingles are of high quality. The building will be constructed on 2 – 6x6 pressure treated skids.

We have included a listing of the materials proposed for incorporation into the new structure for your review. Our proposal is turn-key and in the amount of \$21,000.00 pending any adjustments in scope.

We look forward to your early favorable response to our proposal

Sincerely,



Bruce D. Anderson
Project Manager
HL Patten Construction, Inc.

Material Listing - Parking Lot Structure, Rye Harbor

6X6-8 #2 PT SYP GROUND CONTACT

2/8

2X6-12 #1 PT SYP GROUND CONTACT

8/12

3/4" 4'X8' CDX SYP PRESSURE TREATED
PLYWOOD GROUND CONTACT

2X4X8' KD/S-DRY SPRUCE D4S

70/8

ZIP 7/16" COMBO ROOF & WALL SHEATHING

2X6-12 SPRUCE D4S KD

10/12

ZIP 5/8" SQ EDGE COMBO ROOF & WALL
SHEATHING

ZIP SYSTEM FLASHING TAPE 4" 90LF ROLL
S-13773 BC-5017100

KLEER PVC TRIMBOARD 1X4X18' #910432

KLEER PVC TRIMBOARD 1X8X18' #910832

CORTEX KLEER TRIM SMOOTH 2-3/4"
COLLATED STRIP 750LF FM-KLCTXT750SM234C

8" ALUM WHITE DRIP EDGE 10' STYLE E
STANDARD LR8WAD LR3863

HENRY BLUESKIN UNDERLAYMENT ICE &
WATER BARRIER 36"X65' 195SQFT HEBSRF200

CERTAINTED SWIFT SHINGLE STARTER 116'
3" BUNDLE 620279

CERTAINTED 2014 NW METRIC LANDMARK
MOIRE BLACK 622905

CERTAINTED 2014 NW HIP & RIDGE SHADOW
MOIRE/CHAR BLACK 30LF 622917

PLYGEM CEDAR DIMENSIONS SHAKE SIDING -
COLOR TBD

MATHEWS BROS WHITE VINYL WINDOWS

EXTERIOR DUTCH DOORS 3/0 X 6/8

SCHLAGE HARDWARE ALLOWANCE

FASTENER AND MISC ALLOWANCES



Pepperrell Cove Marine

PO Box 306
 Kittery, ME 03904
 603-373-6812

Estimate

| Date | Estimate # |
|-----------|------------|
| 5/18/2023 | 202801 |

| |
|--|
| Name / Address |
| Pease Development Authority Division of Ports and Harbors Attn: Whit Anderson 555 Market Street Portsmouth, NH 03801 |
| Project |
| Rebuild Harbormaster Shack |

| |
|---|
| Contract Information: Geoff Tortoriello 603-373-6812 - Office 603-373-6832 - Fax 207-252-5201- Cell geoff@pepcove.com |
|---|

| Description | Qty | Rate | Total | U/M |
|---|-----|-----------|-------------|-----|
| PCMS to demo/dispose of Harbormaster shack in Rye. Rebuild "In Kind" with PT lumber, four (4) vinyl windows, two (2) vinyl exterior doors, vinyl siding and asphalt roof. | 1 | 26,000.00 | 26,000.00 | |
| Subtotal | | | \$26,000.00 | |
| Sales Tax (5.5%) | | | \$0.00 | |
| Total | | | \$26,000.00 | |

Riverside Companies

Whit,

The following is the spec for the guard shack. If Riverside is the chosen contractor we will put this proposal into a formal contract

- * The plan includes framing the base out of 4x10 marine grade pressure treat with openings for forks to pick as requested.
 - * All framing, sheathing is pressure treated
 - * All nails and fasteners 316 stainless
 - * Flooring is 2x6 marine grade pressure treat
 - * 4-Pella 36x46 double hung windows (vinyl) w/2 coats paint
 - * 2-9 lite 32x80 fiberglass entry doors with deadbolts w/ 2 coats paint
 - * 30 year roof shingles
 - * Ice and water shield on roof
 - * Maibec double dipped cedar shake OR Vinyl shake siding
 - * Azek exterior trim, screwed and plugged
 - * Azek trim to be painted 2 coats
 - * Azek beadboard panel interior
 - * Work counter
 - * Delivered to Rye
- \$25650.00

Sincerely,

Doug Anderson

The Riverside Companies

34 Patterson Lane

Newington, NH 03801

603-427-2824 Office

603-231-4662 Cell

866-571-7132 Fax

(A division of Riverside Marine Construction Inc.)



Reeds Ferry® Pool House

An entry overhang supported by columns, French doors and mini roof dormer make the Reeds Ferry® Pool House a popular choice for backyard retreats. Add a window with countertop to create a poolside snack bar. The Pool House is available with 4 siding types. Interior sizes range from 8'x14' to 10'x20'. (plus 4' front overhang)

Shown: 10x16 Reeds Ferry® Pool House with flint gray vinyl siding and dark gray architectural shingles. Optional arched glass on doors and copper rooftop cupola.

PHOTO

CONTACT US

Available Next Day

Reeds Ferry® Pool House Pricing

1/3

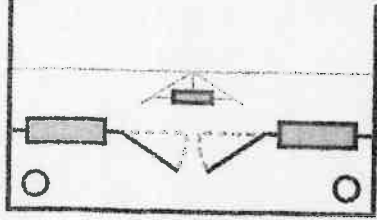


| | |
|---------------------|----------|
| Vinyl/Cedar Shakes: | \$22,069 |
| Size: | 8'x16' |
| Vinyl Siding: | \$19,119 |
| Cedar Clapboard: | \$23,179 |
| Vinyl/Cedar Shakes: | \$24,259 |
| Size: | 8'x18' |
| Vinyl Siding: | \$20,689 |
| Cedar Clapboard: | \$24,279 |
| Vinyl/Cedar Shakes: | \$25,819 |
| Size: | 8'x20' |
| Vinyl Siding: | \$21,739 |
| Cedar Clapboard: | \$25,939 |
| Vinyl/Cedar Shakes: | \$27,409 |
| Size: | 10'x14' |
| Vinyl Siding: | \$18,719 |
| Cedar Clapboard: | \$22,579 |
| Vinyl/Cedar Shakes: | \$24,089 |
| Size: | 10'x16' |
| Vinyl Siding: | \$20,989 |
| Cedar Clapboard: | \$24,779 |
| Vinyl/Cedar Shakes: | \$26,409 |
| Size: | 10'x18' |
| Vinyl Siding: | \$22,359 |
| Cedar Clapboard: | \$26,189 |
| Vinyl/Cedar Shakes: | \$27,929 |
| Size: | 10'x20' |
| Vinyl Siding: | \$23,649 |
| Cedar Clapboard: | \$27,929 |
| Vinyl/Cedar Shakes: | \$29,919 |

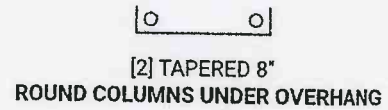
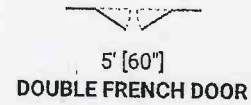
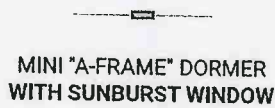
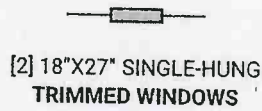
- › NOTE: Cedar Shake siding available for same price as Vinyl Shake.
- › Price includes delivery and installation.
- › Sales tax required on MA, ME, RI, VT, CT deliveries.
- › Where required, customer responsible for obtaining Building Permit.
- › Prices in effect 03/01/2023. Subject to change without notice.

available Floor Plans

doors and windows may be moved at no added cost, or add doors and windows as an option.



KEY:



PHOTOS

CONTACT US

Features

- Added Wall Height at 7'4"
- 4' Front Overhang (size excludes the extension)
- [2] Tapered 8" Round Columns Under Overhang
- Vented Vinyl Clad Ceiling Beneath Overhang
- [1] 5' Double French Door (with 15-lite glass)
- [2] 18"x27" Single-Hung Windows (Trimmed Out)

- Mini "A-Frame" Dormer with Sunburst Window
- 30-Year Architectural Roof Shingles
- [2] Cottage Style Air-Vents
- Bottom Frieze Board Trim
- Added Eave Overhang on Gable Ends

REEDS FERRY SHEDS

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.) two Rights of Entry; and 2.) a Concession Agreement, with Rye Harbor Lobster Pound, LLC 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 June 8, 2023, and draft Rights of Entry and Concession Agreement, attached hereto.



PEASE

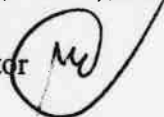
INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

DATE: June 8, 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 Rights of Entry ("ROE") and a Concession Agreement from Rye Harbor Lobster Pound LLC ("RHLP") requesting permission to maintain two buildings onsite to support a food concession at the Rye Harbor Marine Facility.

The Division recommends the PDA Board of Directors approve the attached ROEs and Concession Agreement for RHLP.

○○○○ TAKING YOU THERE

ph: 603-436-8500

fax: 603-436-2780

www.peasedev.org

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 Rye Harbor Lobster Pound LLC (dba Rye Harbor Lobster Pound) ("RHLP"), with an address of 91 Gulf Road, Derry, NH 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, shown as "Building 5" on the location map attached as Exhibit A, which is incorporated herein by reference, for the placement of a 12 x 28 foot +/- wooden frame, single-story building ("Building") owned by RHLP ("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 per paragraph 27 below, 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
- ROE FEE: Period 1-\$1,000.00
Period 2-\$1,250.00

1. PDA-DPH grants RHLP 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. RHLP 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. RHLP 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.

Rye Harbor Lobster Pound, LLC
Right of Entry, Rye Harbor Marine Facility

2

3. 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.
4. RHLP 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. RHLP shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
5. RHLP employees and agents shall have nonexclusive use of parking spaces situated at the Marine Facility parking lot. Notwithstanding the foregoing, RHLP 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. RHLP 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. RHLP 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. RHLP 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. RHLP 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. RHLP 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 RHLP, 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 1st 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 1st of any given year during the term of the ROE and will become part of this ROE and effective on April 1st of that year.

12. **RHLP** 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 **RHLP**.
15. **RHLP** 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. **RHLP** shall be responsible for grounds pickup on the Premises and in common areas which are used by **RHLP** 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. **RHLP** 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. **RHLP** 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. **RHLP** 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 **RHLP** has taken possession of hereunder;
 - B. From any breach or default of any obligation on the part of **RHLP** to be performed pursuant to the terms of this ROE or from any act or omission of **RHLP** 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, **RHLP** and any agent, contractor, or vendor of **RHLP** 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 **RHLP** building and contents may not be protected under these terms. **RHLP** 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. **RHLP** may terminate this ROE by giving PDA-DPH thirty (30) days' advanced written notice. In the event of such termination, **RHLP** 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 **RHLP** thirty (30) days advanced written notice of termination in the event of the failure of **RHLP** to perform, keep or observe any of the provisions of this ROE and the failure of **RHLP** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **RHLP** 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 **RHLP** 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, **RHLP** 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, **RHLP** 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 **RHLP** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **RHLP** 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, Workers Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **RHLP** 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 **RHLP** 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, **RHLP** 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 **RHLP** 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. **RHLP** 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.
25. In accordance with Administrative Rule Pda 603.11 (a), **RHLP** 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), **RHLP** 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 and live lobsters and shellfish, 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, Hamburgers, hot dogs, sandwiches, lobster rolls, prepared shellfish, salads, mac and cheese, chowders/soups, packaged snacks, sodas, juices, coffee tea and breakfast items, 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. **RHLP** 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 **RHLP** 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. **RHLP** 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 **RHLP** 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 **RHLP**. PDA-DPH may terminate this contract in the event **RHLP** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **RHLP** shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.

31. The Building and any equipment thereof which are the property of **RHLP** shall remain the property of **RHLP** and, upon termination of this ROE by lapse of time or otherwise, **RHLP** shall promptly remove same from the Premises. Upon the termination of this ROE, **RHLP** may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by **RHLP**.
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. **RHLP** 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 **RHLP** business.
34. **RHLP** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **RHLP** 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, **RHLP** 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. **RHLP** 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 **RHLP** 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 **RHLP** to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **RHLP** shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **RHLP** 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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Rye Harbor Lobster Pound, LLC
Right of Entry, Rye Harbor Marine Facility
7

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PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: _____

Witness

Paul E. Brean, Executive Director, PDA

Rye Harbor Lobster Pound, LLC

Date: _____

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title

DRAFT

EXHIBIT A

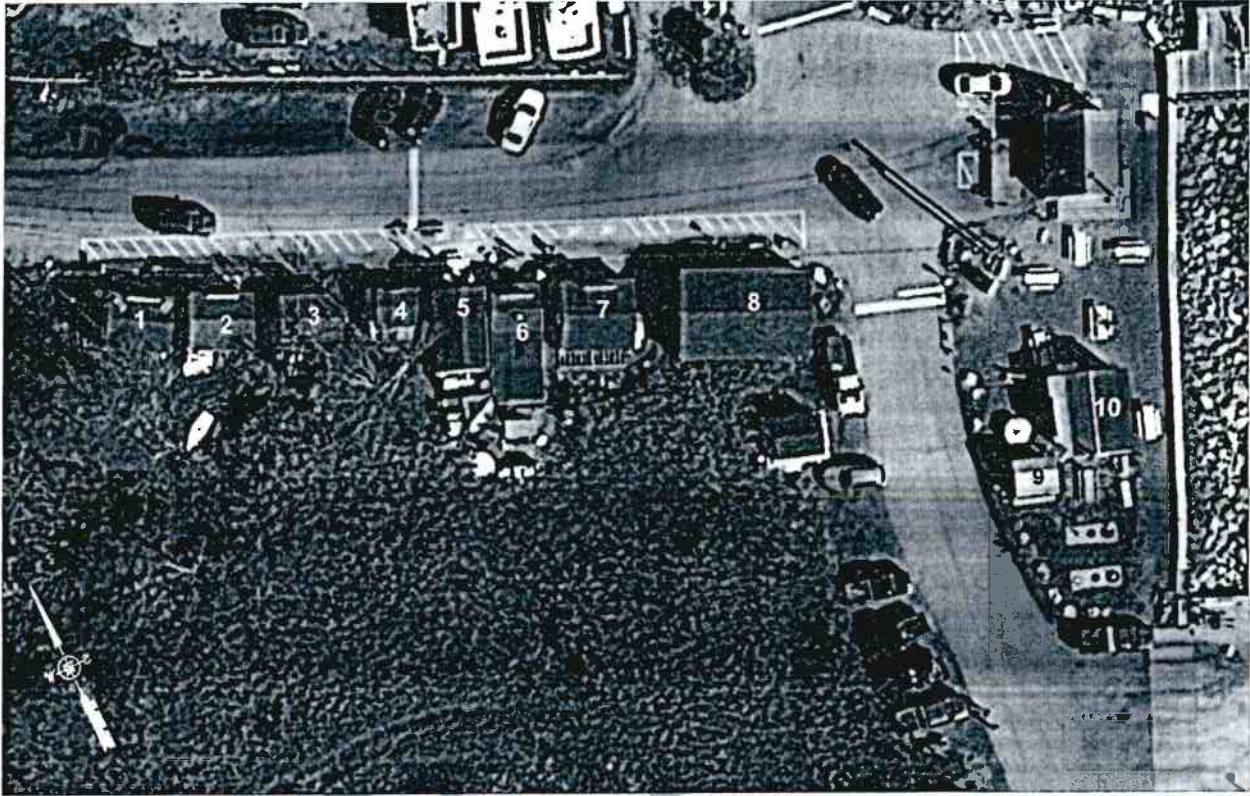


EXHIBIT A - RYE HARBOR RIGHT OF ENTRY OVERVIEW AERIAL IMAGE

DESIGNED BY: MCR DATE: 05/01/2023 SCALE: N.T.S.



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

© 2023 Pease Development Authority. All rights reserved. Exhibit A

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. **Automobile Liability:** \$1,000,000.00 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 Rye Harbor Lobster Pound LLC (dba Rye Harbor Lobster Pound) ("RHLP"), with an address of 91 Gulf Road, Derry, NH 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, shown as "Building 6" on the location map attached as Exhibit A, which is incorporated herein by reference, for the placement of a 11 x 20 foot +/- wooden frame, single-story building ("Building") owned by RHLP ("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 per paragraph 27 below, 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
- ROE FEE:** Period 1-\$1,000.00
Period 2-\$1,250.00

1. PDA-DPH grants RHLP 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. RHLP 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.
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Rye Harbor Lobster Pound, LLC
Right of Entry, Rye Harbor Marine Facility

2

3. 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.
4. **RHLP** 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. **RHLP** shall work cooperatively with PDA-DPH to ensure its customers abide by all traffic and parking requirements at the Marine Facility.
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 - A. From any condition of the Premises including the Building structure or improvements thereon for which **RHLP** has taken possession of hereunder;
 - B. From any breach or default of any obligation on the part of **RHLP** to be performed pursuant to the terms of this ROE or from any act or omission of **RHLP** 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.

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20. PDA-DPH may terminate this ROE by giving **RHLP** thirty (30) days advanced written notice of termination in the event of the failure of **RHLP** to perform, keep or observe any of the provisions of this ROE and the failure of **RHLP** to correct the default or breach within the time specified by PDA-DPH. In the event of such termination, **RHLP** 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 **RHLP** 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, **RHLP** 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, **RHLP** 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 **RHLP** or any of its officers, employees, agents, or members resulting in either personal or property damage to any individual, firm or corporation. Neither **RHLP** 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, Workers Compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees. **RHLP** 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 **RHLP** 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, **RHLP** 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 **RHLP** 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. **RHLP** 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.
25. In accordance with Administrative Rule Pda 603.11 (a), **RHLP** 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), **RHLP** 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 and live lobsters and shellfish, 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, Hamburgers, hot dogs, sandwiches, lobster rolls, prepared shellfish, salads, mac and cheese, chowders/soups, packaged snacks, sodas, juices, coffee tea and breakfast items, 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. **RHLP** 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 **RHLP** 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. **RHLP** 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 **RHLP** 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 **RHLP**. PDA-DPH may terminate this contract in the event **RHLP** fails to repair or replace the Premises or Building within ninety (90) days of a fire or casualty. In the event of such termination, **RHLP** shall remain responsible for the costs of any repair or removal undertaken by PDA-DPH.

31. The Building and any equipment thereof which are the property of **RHLP** shall remain the property of **RHLP** and, upon termination of this ROE by lapse of time or otherwise, **RHLP** shall promptly remove same from the Premises. Upon the termination of this ROE, **RHLP** may offer for sale to PDA-DPH, at fair market value, any and all buildings and equipment owned by **RHLP**.
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. **RHLP** 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 **RHLP** business.
34. **RHLP** may not self-fuel any boat used in connection with this ROE on the Premises or within the Premises. **RHLP** 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, **RHLP** 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. **RHLP** 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 **RHLP** 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 **RHLP** to pay its duly assessed personal and real estate taxes when due, shall be cause to terminate this ROE by PDA-DPH. **RHLP** shall, in addition, reimburse PDA-DPH for any taxes paid by it pursuant to RSA 72:23 I as a result of **RHLP** 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]

Rye Harbor Lobster Pound, LLC
Right of Entry, Rye Harbor Marine Facility
7

Rye Harbor Lobster Pound, LLC
Right of Entry, Rye Harbor Marine Facility

PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS

Date: _____

Witness

Paul E. Brean, Executive Director, PDA

Rye Harbor Lobster Pound, LLC

Date: _____

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title



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. **Automobile Liability:** \$1,000,000.00 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**

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 Rye Harbor Lobster Pound, LLC (dba Rye Harbor Lobster Pound) ("Concessionaire"), with an address of 91 Gulf Road Derry, NH 03038. This Agreement is entered into with the Concessionaire in conjunction with two Rights-of-Entry (ROE) issued to the Concessionaire regarding the placement of two buildings (#s 5 and 6) on State property from which the Concessionaire shall operate. The terms of said ROEs, including but not limited to the meaning of the "Premises," are incorporated herein by reference. Termination of either of the ROEs 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. In addition, the Concessionaire may sell live lobsters and shellfish as part of its food concession in accordance with the terms and conditions contained herein, including but limited to paragraph 13. Concessionaire must comply with all state and local laws governing the sale and distribution of prepared food items and live lobsters / shellfish. 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 15th 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 15th. 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 minimum Concession Fee for that calendar month, which PDA-DPH may waive, in writing, at its discretion.

Rye Harbor Lobster Pound, LLC (dba Rye Harbor Lobster Pound)
CONCESSION

2

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 15th 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.

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 NHRSA 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

**Rye Harbor Lobster Pound, LLC (dba Rye Harbor Lobster Pound)
CONCESSION**

7

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.

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DRAFT

Rye Harbor Lobster Pound, LLC (dba Rye Harbor Lobster Pound)
CONCESSION
8

**PEASE DEVELOPMENT AUTHORITY
DIVISION OF PORTS AND HARBORS**

Date: _____

Witness

Paul E. Brean, Executive Director, PDA

**Rye Harbor Lobster Pound LLC
(dba Rye Harbor Lobster Pound)**

Date: _____

Witness Signature

Authorized Signature

Witness Printed Name

Printed Name/Title

DRAFT

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.

Rye Harbor Lobster Pound, LLC
91 Gulf Road
Derry, NH 03038
June 7, 2023

Received

JUN 08 2023

Pease Development Authority

Board of Directors
55 International Drive
Pease International Tradeport
Portsmouth, NH 03801

Dear Board Members:

Our 12x25 foot Shack #5 has operated as a concession business on the Rye Harbor Marine [RHMF] facility for decades paying a \$1K annual fee as a lobster pound selling raw lobster and shellfish caught by local fishermen. Marketing raw seafood is a very competitive business. Lobster is priced daily. With the new 10% premium to gross sales and \$4K more in fees, maintaining competitive pricing will result in an unsustainable profit margin approaching zero. We question the fairness of these unprecedented assessments and fees.

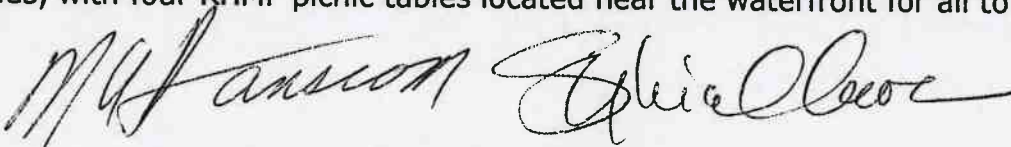
Since 2005, our 12x40 foot Shack #6 has sold prepared restaurant style food. During the COVID epidemic, when most restaurants were closed, our business generated a fair amount of controversy largely due to its success. Business has since settled down.

Since Shack#5 will likely operate at or near a loss, the burden of the new 10% premium on our total business, and exacerbated by \$12K in new fees, price increases will be thrust entirely upon Shack #6. This will likely be manifest as an overall prepared food price increase of as much as 25%. While consumers may pay more for our unique and quality prepared food offerings, we anticipate a large loss of customers.

Unfortunately, we have an on-site investment of \$150K. This investment lacks a transportability opportunity. Thus, at this late date we have little choice but to move forward with signing the attached agreements while we assess the viability of our business in the months to come. We would request an opportunity to have a public hearing with the Board in the future if going out of business is indicated by evidence.

Regarding parking issues, we have learned that RHLP customers who had stayed less than 30 minutes last year were not charged a \$5 all-day parking fee. We anticipate the same result this year. Providing trash cans and maintenance [1-2 cans] would be shared among the generators of trash. RHLP will keep its front entrances free of chairs and picnic tables, with four RHMF picnic tables located near the waterfront for all to use.

Sincerely,



Nathan Hanscom, Retired 10 Year Coast Guard Veteran
Silvia Cheever, Culinary Arts UNH Educated Professional

cc: Christopher T. Sununu, Governor

MOTION


Director Parker:

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

1. Approves the terms of the Letter of Intent between the PDA and ATDG, LLC (“ATDG”) dated June 6, 2023, regarding a potential development at 360 Corporate Drive (the “Premises”) and a potential lease agreement concerning the Premises;
2. Authorizes the Executive Director to complete negotiations with ATDG and finalize and execute a Lease Agreement for the Premises on terms and conditions in general accordance to those set forth in said Letter of Intent as well as such other terms and conditions recommended by PDA General Counsel, following receipt of all required land use approvals for the potential development; and
3. Approves the concept plan as submitted by ATDG for development of an ambulatory surgical center and outpatient building(s) at 360 Corporate Drive.

All in accordance with the memoranda of Paul E. Brean, Executive Director dated June 6, 2023, and Michael R. Mates, Director of Engineering dated June 2, 2023, attached hereto.

MEMORANDUM

To: Pease Development Authority Board of Directors
From: Paul Brean, Executive Director 
Date: June 6, 2023
Re: ATDG LLC – 360 Corporate Drive – Letter of Intent

ATDG LLC is interested in developing an ambulatory day surgical and office facility at 360 Corporate Drive at the Pease International Tradeport in Portsmouth. Concept plans have been developed and are on the Board's June 15, 2023, meeting agenda for review. In addition, a non-binding letter of intent has been prepared outlining terms of a potential lease agreement between the PDA and ATDG LLC should the development receive the necessary land use approvals. The draft letter of intent is attached and includes provisions generally consistent with ground lease agreements at Pease.

This proposal presents an exciting development opportunity for Pease and the seacoast region. At the Board's June 15, 2023, meeting, please approve the Letter of Intent between the PDA and AAG.

P:\BOARDMTG\2023\Board Memo re ATDG - 360 Corporate Drive LOI (6-15-2023).docx

June 6, 2023

Dr. Alex Slocum
ATDG, LLC
7 Sinclair Drive
Exeter, NH 03833

Re: Letter of Intent, 360 Corporate Drive, Portsmouth, NH

Dear Dr. Slocum:

The Pease Development Authority ("PDA") is pleased to submit to ATDG, LLC ("ATDG") the following outline of terms and conditions of a proposed agreement with the PDA for development of an ambulatory day surgical facility with associated offices at the Pease International Tradeport in Portsmouth, New Hampshire ("Pease" or "Tradeport").

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

The central business terms of our understanding include the following:

- Landlord:** Pease Development Authority (see NH RSA 12-G).
- Tenant:** ATDG, LLC, a New Hampshire limited liability company.
- Leased Premises:** The land area generally described as 360 Corporate Drive in Attachment A hereto, located in the Pease Business and Commercial Zone (collectively the "Leased Premises" or "Premises"). Per a recorded subdivision plan, the Premises is 6.11+/- acres in size.

Without limitation of the foregoing, the understanding of the parties is that, in accordance with the PDA land use controls, ATDG would construct a professional/business office building and out-patient health care facility of not less than 50,000 square feet in size, on the Premises, with surface

RE: Letter of Intent, 360 Corporate Drive

parking for 125+/- vehicles, with related paving utilities, landscaping, drainage, and associated site improvements, and which shall meet all land use controls of the PDA (the "Facility").

**Lease Term and
Term**

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

**Annual Ground
Rent and**

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

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

Year 26: Appraisal to FMV increase only.²

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

Year 51: Appraisal to FMV increase only.

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

¹ \$19,410 is PDA's annual average blended per acre rate in the Business/Commercial Zone for 2023, which will be adjusted in January of each year thereafter. The actual annual rent rate per acre will be calculated based on the current average as of the Term Commencement Date.

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

RE: Letter of Intent, 360 Corporate Drive

All rent contemplated shall be payable in each case in equal monthly installments of one-twelfth thereof in advance on the first day of each month without offset, unless otherwise agreed by the Parties. The Lease shall provide a period of not more than nine (9) months where no rent shall be due and owing as a construction abatement. The rent abatement period shall terminate on the earlier to occur of the first day of the 13th month following the commencement of the rent abatement period or occupancy of the Facility.

The annual Ground Rent for the Leased Premises will be based on the total acreage of the Premises, including setbacks and open space, but excluding any contiguous wetland area, within the boundaries of the Premises, of more than 0.5 acres. The actual chargeable acreage of the Premises will be determined on the basis of field survey/delineation of wetlands conducted by a qualified soil scientist and as otherwise agreed by the Parties through survey work and/or subdivision/lot line adjustment and site plan review process.

Condition of

Leased Premises:

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

Taxes/Fees/

Services:

A portion of the Premises is located outside of the Airport District, as defined in NH RSA 12-G:2. ATDG shall make payments in lieu of taxes ("PILOT") to the City of Portsmouth in accordance with the provisions of RSA 12-G:14, II (or any successor statute) regarding taxation by a municipality of property that is within the boundaries of Pease, but outside the Airport District. Any tax, fee or payment in lieu of tax imposed for the provision of fire, police, public works or other municipal services shall be considered an Imposition under the Lease. The PILOT shall commence upon the Effective Date.

A portion of the Premises is located inside the Airport District, as defined in NH RSA 12-G:2. In accordance with the provisions of the Municipal

RE: Letter of Intent, 360 Corporate Drive

Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1, 1998, ATDG shall pay to PDA a Municipal Services Fee to include the cost of providing police, fire and public works services for any property that is within the boundaries of Pease and inside the Airport District. This fee is for fire, police and roadway services provided by or on behalf of PDA at the Tradeport and will be subject to increases each year only to the extent the cost to PDA of providing such services increases. The Municipal Services Fee shall be paid quarterly in advance at the times and in the fashion provided for the payment of Ground Area Rent. To the extent the Premises are subject to municipal taxation, and provided such municipal taxes include the costs of the provision of fire, police and roadway services, ATDG may offset against any fee paid to PDA the portion of such municipal taxes as are attributable to fire, police and roadway services, and PDA shall have no further obligation to provide such services. For so long as municipal taxes are imposed against the Premises, or on ATDG for all three of fire, police and roadway services and PDA either has no obligation to provide such services (or ceases to provide such services), the Municipal Services Fee required to be paid under the Lease shall terminate. The Municipal Services Fee shall commence upon the Effective Date.

Utilities:

PDA will bring utility lines at reasonable capacities to the points existing as of the Term Commencement Date, or such other points as may be designated by PDA. ATDG will be responsible for connecting to such points, wherever they may be, as necessary for its use of the Leased Premises, and for installing and paying for all utilities, including but not limited to electric, gas, telephone, cable, water, sewer, and stormwater from such points to the Leased Premises. Depending on the requirements of site review, ATDG shall also be responsible for installing any necessary or required connections of the Leased Premises to the PDA's stormwater discharge system at the points existing within the Tradeport as of the Term Commencement Date, or such other points as may be designated by the PDA, wherever they may be. PDA shall provide ATDG reasonable access to the Tradeport prior to entering into the Agreement so that ATDG may ascertain appropriate utility connection points.

Net Lease:

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

Page Five

June 6, 2023

RE: Letter of Intent, 360 Corporate Drive

Right to Use

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

Site Plan and

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

Anticipated

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

Use: ATDG will develop the Leased Premises as a professional/business office building and out-patient health care facility consistent with PDA Land Use Controls.

Sublease and

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

Page Seven
June 6, 2023

RE: Letter of Intent, 360 Corporate Drive

**Environmental
Protection:**

ATDG acknowledges that Pease has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. ATDG acknowledges that PDA has provided it with a copy of the Pease Federal Facility Agreement (“FFA”) entered into by EPA and the Air Force on April 24, 1991, as amended, and agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Leased Premises and that should any conflict arise between the terms of the FFA and the provisions of the Agreement, the terms of the FFA will take precedence. ATDG shall comply with all federal, state and local laws, regulations and standards that are or may become applicable to ATDG’s activities at the Premises. ATDG shall not assume any liability or responsibility for environmental impacts and damage caused by the Air Force’s use of Hazardous Substances on any portion of Pease, including the Premises. The parties acknowledge the obligations of the Air Force to indemnify PDA and ATDG to the extent required by the provisions of Public Law No. 101-511, Section 8056.

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

Brokerage:

Except for Kent White of The Boulos Co. (the “Broker”) who has acted for ATDG with respect to the Premises, each party warrants to the other that it has had no dealing with any real estate broker or agent in connection with the negotiation of this Letter of Intent or the Lease. In the event any other real estate broker makes a claim against PDA predicated on prior dealings with the ATDG or any sublessee of ATDG, ATDG shall defend and hold harmless PDA from all costs, expenses, and damages associated with such claims or a breach of this warranty.

**Repairs and
Maintenance:**

Throughout the term of any Agreement, and without cost to PDA, ATDG shall take commercially reasonable care of the Leased Premises and related improvements, including but not limited to sidewalks, curbs, parking areas

Page Seven
June 6, 2023

RE: Letter of Intent, 360 Corporate Drive

designated for ATDG's exclusive use, and drainage, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. ATDG's obligation hereunder shall also include grounds maintenance and restoration and snow removal from the Leased Premises, including any areas designated for ATDG's exclusive use.

Guarantees:

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

**Surrender of
Leased Premises
at Termination:**

PDA shall assume ownership of the Facility and related improvements at termination of the Lease.

**Grant
Assurances:**

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

**Leasehold
Mortgages:**

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

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

Sincerely,

Paul E. Brean
Executive Director

Page Eight

June 6, 2023

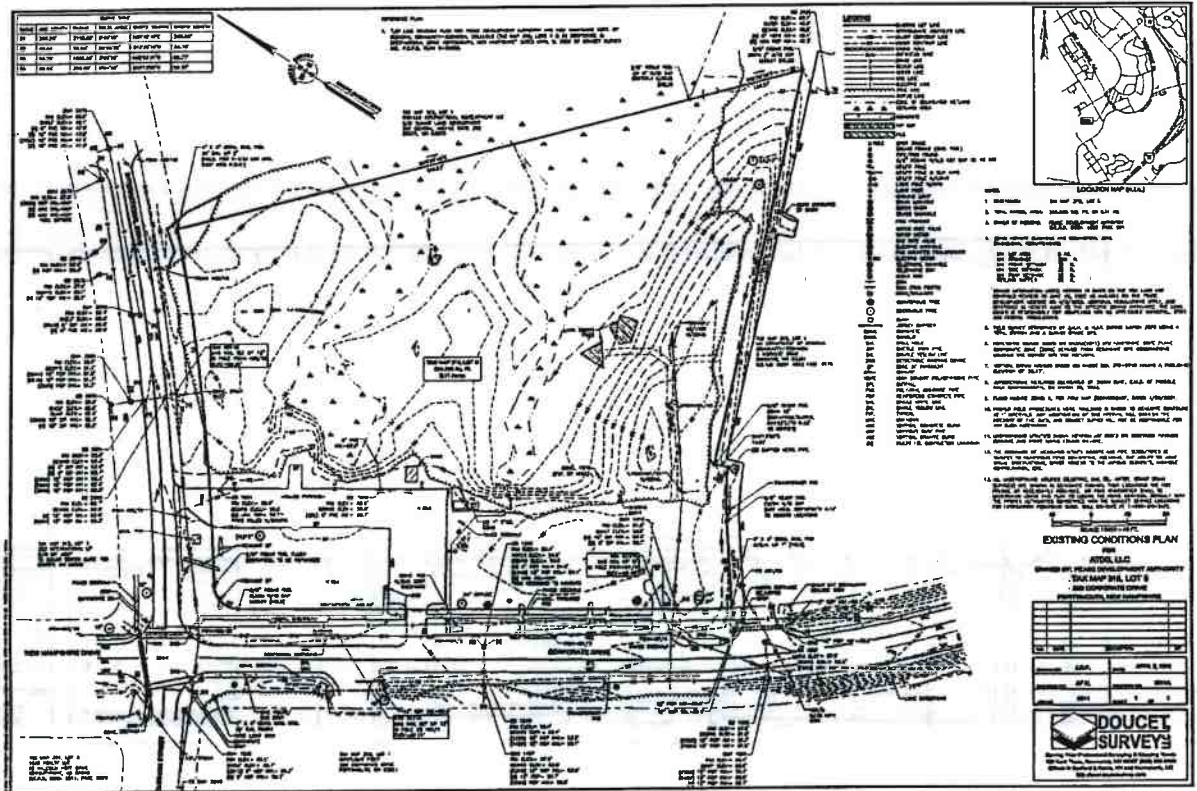
RE: Letter of Intent, 360 Corporate Drive

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

ATDG, LLC

By: _____

Duly Authorized (sign and print)



Memorandum

To: Paul E. Brean, Executive Director *PEB*
From: Michael R. Mates, P.E., Director of Engineering *MRM*
Date: June 2, 2023
Subject: Concept Approval – 360 Corporate Drive

ATDC, LLC (“ATDC”) has been investigating the lot at 360 Corporate Drive for the purpose of constructing and operating an ambulatory service center (“ASC”). Dr. Alex Slocum, a board certified surgeon practicing in Portsmouth, is proposing to construct an ASC with attached medical office space in response to a lack of such facilities on the seacoast.

The parcel at 360 Corporate Drive is an existing 6.1 acre corner lot and lies in the business commercial zone, which allows professional offices, hospitals, and out-patient health care facilities. ATDC’s proposal is to construct a three-story facility with a foot print of 15,754 square feet. A portion of the building would provide space for day surgeries with the remainder dedicated to offices, waiting rooms, examination rooms and other spaces needed to accommodate approximately 20 professionals.

A project memo, concept site plan, and building renderings are attached. You will see that the lot is encumbered by two wetland areas. Through multiple iterations, the developer has reworked the plan and is proposing improvements that will avoid any impacts to wetlands or wetland buffers with the exception of allowable wetland buffer impacts to remove existing impervious surfaces from the wetland buffers. The concept meets all setback, open space, and parking requirements. It also provides for occasional use of a portable MRI trailer, and for deliveries from large tractor trailers at a four foot high loading dock. Stormwater treatment would be accomplished through infiltration systems located beneath the parking and driveway areas. This project is not expected to generate any excess soils and will actually require the import of soils for construction. However, if necessary, there is room to store excess soils on site.

Staff believes the concept is in conformance with the land use controls and can be advanced to complete the site engineering and then be referred to the City of Portsmouth for site review approval.

At its next meeting, please ask the Board to approve the concept plan proposed by ATDC, LLC for property at 360 Corporate Drive. Please note that the Board will also be asked to approve a letter of intent outlining the terms of the business deal.

N:\ENGINEER\Board Memos\2023\360 Corporate concept approval.docx



May 8, 2023

Pease Development Authority
C/O Paul Brean
Executive Director
55 International Drive
Portsmouth, NH 03801

RE: 360 Corporate Drive Development by ATDG, LLC

I am a Partner at Crux Commercial Partners, LLC, a commercial real estate brokerage firm specializing in locating financing for a wide variety of different needs. Over the past 25 years we have brokered over \$5.5 Billion in loan closures, including individual deals as large as \$100 million. Our unparalleled in-house industry knowledge and diverse network of relationships with a wide variety of lenders allow us to work with a wide range of debt platforms, from debt funds to banks, agency lenders, PACE equity and more. With 5 offices in the US our nearly 2 dozen team members are able to maintain thousands of active relationships, ensuring that we find our clients the most favorable rates and terms on the market, tailored to their project's needs.

ATDG, LLC and Apex Design Build are leading the development of a new 50,000 square foot ambulatory medical facility at 360 Corporate Drive, which will house an 8,000 square foot Ambulatory Surgery Center and medical practices, as well as a dedicated imaging center and other ancillary services. It is my understanding that 1) total project costs are estimated to be \$18,000,000 to \$30,000,000, 2) ATDG has already secured up to \$8,000,000 in private capital, and 3) build-out of the ASC will be supported by a 20% capital contribution from Solara Surgical Partners (management of the surgery center). Having financed thousands of projects nationally from small to large deals, as well as our extensive experience with construction of medical practices, we have confidence in our ability to secure financial success in, as well as the ability of Apex Design Build to complete construction.

Crux will be working closely with ATDG, Apex, Solara, and future tenants to ensure the financial viability of this project. Our team will help craft tailored financing to the unique requirements of each borrower, to ensure the terms and rates are set by their needs. Lastly, while I have recently been introduced to Dr. Slocum and his team, it is apparent we can ensure this to be a winning formula with a high chance of success.

Please contact us with any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Rickey Shneyder", written over a horizontal line.

Rickey Shneyder
Partner
Crux Commercial Partners
414-617-6120
rickey@cruxcre.com

June 02, 2023

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

Re: PDA Site Review Application
Proposed Medical and Ambulatory Surgical Center
360 Corporate Drive
Portsmouth, NH 03801

Dear Mr. Mates,

ATDC, LLC and Apex Design Build is pleased to submit this project memo, along with the attached Drawing set and Site Review Application for the Proposed Medical and Ambulatory Surgical Center Project. This project memo will provide a general project overview, detailed summaries of key project features, calculations for parking requirements, and open space.

Project Overview

The proposed development will be located at 360 Corporate Drive in Portsmouth, NH on a 6.12 acre lease lot created from existing Map Lot 0315-0005-0000. The project includes a three-story Healthcare Complex which will feature approximately 52,000 GSF. As proposed, the building and parking abide by all PDA setbacks and no variances are being sought. The design includes (125) vehicle parking spaces with a total of (2) loading docks. There will be a singular below grade loading dock at the eastern extent of the building (back), which will be appropriately accommodating of a WB-62 truck configuration, as well as a loading dock at grade (parallel and separated by a retaining wall) to the below grade loading dock. This area will feature a concrete sidewalk which properly allows for unloading/loading of all delivery trucks, as well as an additional area for bicycle parking. Along the same extent of the building, the emergency backup generator will be located parallel to the recessed loading dock and the primary electrical transformer will be located parallel to the at-grade loading dock. The refuse area also resides parallel to the at-grade loading dock for easy maneuverability as well as efficient proximity to the building for staff utilization.

Site access will be provided by two new driveways; one located along International Drive and the other located along Corporate Drive. Existing sidewalks are comprised of concrete with sections of asphalt; all existing asphalt sidewalks will be appropriately removed and replaced along with the proposed site development. The aforementioned site access provides adequate flow for both deliveries as well as patient/staff accessibility across the site. The International Drive entrance provides accessibility for a WB-62, and proper sizing for maneuvers in order to deliver/pickup a mobile MRI Trailer for intermittent usage at the future Imaging Practice.

Wetlands

The wetland boundary was flagged by Damon Burt, Certified Wetland Scientist of Fraggie Rock Environmental on March 23, 2023. The 25-foot wetland buffer is shown on the preliminary site plan. No work is proposed within the 25-foot wetland buffer except what may be required to remove existing pavement, structures, and utilities which are currently within the buffer from the historic use of the property. The applicant has committed to install temporary construction fence along the 25-foot buffer during construction to prevent any encroachment. The final building condition will include fencing and retaining walls along the 25-foot buffer to permanently protect the wetland and buffer areas.

Excess Soil

The site layout has been designed to create net import. This project will be a "fill" site. This approach allows for all the topsoil to be re-used on site, and any excavated sub-soil to be reused in the fill areas. This is accomplished using modular block retaining walls to elevate the site along the wetland buffer. This approach also allows for subsurface infiltration systems to be constructed in the fill areas. We anticipate raising the grade on the site an average of 2.5' across the entire developed area.

Stormwater

The project will use catch basins with deep sumps and hooded outlets to collect and convey the stormwater to subsurface infiltration systems. The infiltration systems are intended to be chamber systems with an isolator row to remove total suspended solids prior to infiltration. There will be an outlet pipe for large storm events. The project will also include a bio-filtration area, and a water quality unit (filter) for areas that cannot be routed to an infiltration system. The project will match or reduce the peak rate of runoff for each of the design storm events. The project will meet or exceed the required water quality standards and groundwater recharge standards for the State of NH.

Utilities

The project is intended to be serviced by municipal water and sewer. There are overhead electric and data lines along the frontage of the property. The electric and data lines will be brought to the building underground. The project will include a gas service connection to the gas main in Corporate Drive.

Parking Calculations

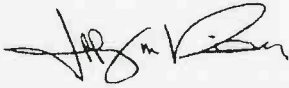
The off-street parking calculation is provided on the "Preliminary Site Plan", Sheet C-100, dated May 30, 2023. The parking is based on "professional offices" and "hospital". There are anticipated to be a maximum of 20 professionals, and 50 office staff at any given time. There are 9 hospital beds. Based on these values, the required parking is 119 spaces. The site has been designed to provide 125 parking spaces. All drive aisles are a minimum of 24' wide. All parking spaces have a minimum area of 160 square feet as required in the zoning.

Open Spaces Calculations

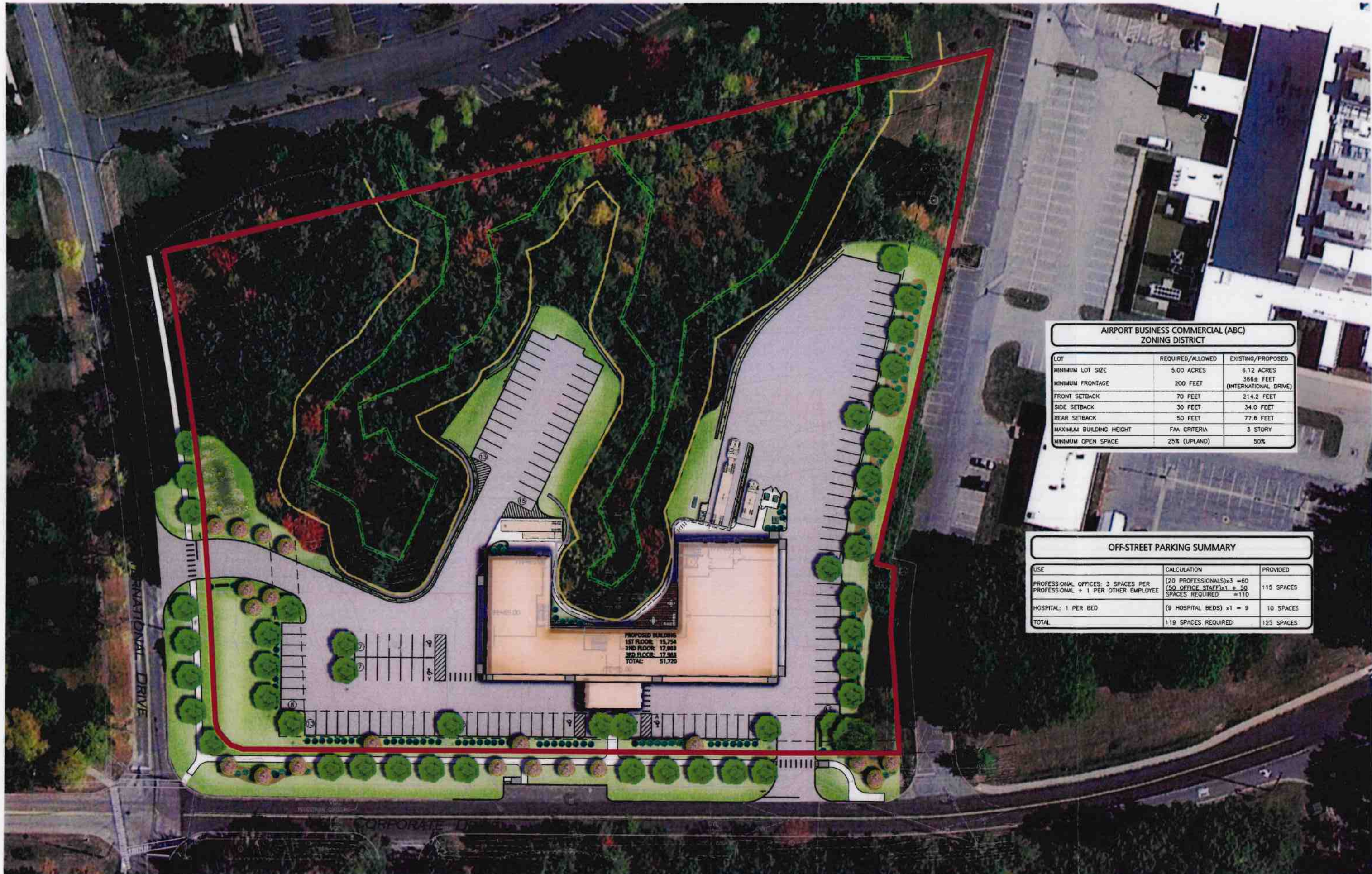
The open space calculation is provided on the preliminary site plan. The minimum open space (upland) area required is 25%. The site has been designed to meet and exceed this requirement.

We trust this memo has provided a detailed description of the project and look forward to presenting the project to Board of Directors Meeting. Should you require additional information, please contact me at (630) 596-3764 or via email at jeffk@apexdesignbuild.net.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Kilburg". The signature is stylized and cursive.

Jeff Kilburg
Project Director
Apex Design Build



| AIRPORT BUSINESS COMMERCIAL (ABC) ZONING DISTRICT | | |
|--|------------------|------------------------------------|
| LOT | REQUIRED/ALLOWED | EXISTING/PROPOSED |
| MINIMUM LOT SIZE | 5.00 ACRES | 6.12 ACRES |
| MINIMUM FRONTAGE | 200 FEET | 366± FEET (INTERNATIONAL DRIVE) |
| FRONT SETBACK | 70 FEET | 214.2 FEET |
| SIDE SETBACK | 30 FEET | 34.0 FEET |
| REAR SETBACK | 50 FEET | 77.6 FEET |
| MAXIMUM BUILDING HEIGHT | FAA CRITERIA | 3 STORY |
| MINIMUM OPEN SPACE | 25% (UPLAND) | 50% |

| OFF-STREET PARKING SUMMARY | | |
|---|--|------------|
| USE | CALCULATION | PROVIDED |
| PROFESSIONAL OFFICES: 3 SPACES PER PROFESSIONAL + 1 PER OTHER EMPLOYEE | (20 PROFESSIONALS) x 3 = 60 (50 OFFICE STAFF) x 1 + 50 SPACES REQUIRED = 110 | 115 SPACES |
| HOSPITAL: 1 PER BED | (9 HOSPITAL BEDS) x 1 = 9 | 10 SPACES |
| TOTAL | 119 SPACES REQUIRED | 125 SPACES |

PROPOSED BUILDING
 1ST FLOOR: 15,754
 2ND FLOOR: 17,983
 3RD FLOOR: 17,983
 TOTAL: 51,720



apex
DESIGN & BUILD



apex
DESIGN & BUILD



MOTION

Director Lamson:

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


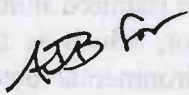
Approves the concept plan as submitted by Clark 99, LLC for

development of an ambulatory surgical center at 282 Corporate Drive; all

in accordance with the memoranda of Michael R. Mates, Director of

Engineering dated June 2, 2023, attached hereto.

Memorandum

To: Paul E. Brean, Executive Director 
From: Michael R. Mates, P.E., Director of Engineering 
Date: June 2, 2023
Subject: Concept Approval – 282 Corporate Drive

Shaines & McEachern, LLC, PDA's tenant at 282 Corporate Drive is seeking to assign its lease. An interested party, Clark 99, LLC, is considering assumption of the lease and using the building as an ambulatory surgical center. To convert the building to this use, a number of site changes would be implemented, including a building addition. In summary, the potential tenant would:

1. Construct a 4,073 square foot addition to the rear of the existing 15,180 one-story building. The addition will house medical offices and an outpatient endoscopy center.
2. Add a generator;
3. Construct two additions to the electrical room at the loading dock;
4. Remove approximately 3,484 square feet of parking lot pavement, some of which lies within the wetland buffer;
5. Repave the parking lot;
6. Construct a rain garden in the pavement removal area to provide stormwater treatment;
7. Add a sidewalk from the south to the north side of the building;
8. Relocate the dumpster pad outside the wetland buffer;
9. Reestablish the drainage swale that conveys parking lot runoff; and,
10. Remove invasive species along the perimeter of the pavement.

The building and associated infrastructure were constructed by Air Force in 1956. While the interior of the building has seen major improvements through the years, only minor upgrades have been done on the outside. Staff believes this work would be a significant enhancement.

The conversion of the facility to an ambulatory surgical center would constitute a change of use. This together with the proposed building addition and site changes trigger the site review process. The land use control interpretation adopted by the Board in 1993 allows for a limited in-house/administrative review "where the change of use does not require any site change or where the proposed building additions or site changes are considered unlikely to have impact on traffic, safety or intensity of use, as determined by the applicable enforcement official." Staff believes the proposed work meets the criteria allowing a limited in-house or administrative review.

To reach this determination, we considered factors including parking, utilities, stormwater, and other environmental impacts. As to parking, the applicant has demonstrated that fewer parking spaces can meet the required minimum. Utility needs can be satisfied with the addition of an emergency generator, which is typically allowed without full site review. With regard to stormwater and environmental factors, there will be no net increase in impervious area, stormwater pathways will be improved, treatment will be added, and the wetland buffer will be enhanced. A concept plan is attached.

At its next meeting, please ask the Board to approve the concept plan presented by Clark 99, LLC with the consent of PDA's current tenant at 282 Corporate Drive. Please note that before any site plans are implemented, the Board would also need to approve an assignment of the lease and an amendment to the lease to allow the contemplated use.



- NOTES:**
- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 315 AS LOT 2.
 - 2) OWNER OF RECORD:
PEASE DEVELOPMENT AUTHORITY
PEASE INTERNATIONAL TRADEPORT
360 CORPORATE DRIVE
PORTSMOUTH, N.H. 03801-2833
BOOK 2937, PAGE 1960
LEASE HOLDER:
SHAINES & MCEACHERN
282 CORPORATE DRIVE #2
PORTSMOUTH, NH 03801
 - 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD ZONE. (ZONE X) AS SHOWN ON FIRM PANEL 33015C026CF. EFFECTIVE DATE 1/29/2021.
 - 4) EXISTING LOT AREA:
226,481 S.F.
5.1993 ACRES
 - 5) PARCEL IS LOCATED IN ZONE (ABC) AIRPORT BUSINESS COMMERCIAL.
 - 6) DIMENSIONAL REQUIREMENTS:
MIN. LOT AREA: 10 ACRES
FRONTAGE: 300 FT
SETBACKS:
FRONT: 70 FT
SIDE: 30 FT
REAR: 50 FT
MAXIMUM STRUCTURE HEIGHT: 85 FT
MAXIMUM BUILDING COVERAGE: 60%
MINIMUM OPEN SPACE: 50%
 - 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE BUILDING EXPANSION ON ASSESSOR'S MAP 315 LOT 2 IN THE CITY OF PORTSMOUTH.
 - 8) VERTICAL DATUM IS NGVD29.
 - 9) UTILITIES WILL BE EXTENDED INTERNALLY.
 - 10) PARKING CALCULATIONS:
PROPOSED USE: MEDICAL OFFICE
REQUIRED PARKING:
8 DOCTORS X 3 PER DOCTOR = 24 SPACES
52 STAFF X 1 PER STAFF = 52 SPACES
9 PROCEDURE ROOMS X 1 PER PROCEDURE ROOM = 9 SPACES
TOTAL: 85 REQUIRED.
SPACES PROVIDED = 92 SPACES.
 - 11) SEE ATTACHED DESCRIPTION OF PROPOSED USE.

| NO. | DATE | DESCRIPTION | BY | CHECK |
|-----|---------|--------------------|----|-------|
| 2 | 6/1/23 | PLAN SUBMISSION | OS | JC |
| 1 | 5/24/23 | PARKING LOT LAYOUT | OS | JC |
| 0 | 5/18/23 | ISSUED FOR COMMENT | OS | JC |

DRAWING ISSUE STATUS: **NOT FOR CONSTRUCTION**

AMBIT ENGINEERING, INC.
A DIVISION OF HALEY WARD, INC.

200 Gillin Road, Unit 3
Portsmouth, NH 03801
603.430.9262

PROJECT: **BUILDING EXPANSION PLAN**
282 CORPORATE DRIVE, PORTSMOUTH, N.H.

TITLE: **CONCEPT SITE PLAN
COLOR RENDERING**

| DATE | SCALE |
|----------------------------|-------------------------------|
| APRIL 2023 | SCALE: 1" = 30' |
| DRAWN BY: OMS | DESIGNED BY: JRC |
| CHECKED BY: JRC | |
| PROJECT NO: 5010277-843.02 | FIELD BOOK & PAGE: FB 85 PG 1 |

SHEET 2 C4

| STRUCTURE | PRE-CONSTRUCTION IMPERVIOUS (S.F.) | POST-CONSTRUCTION IMPERVIOUS (S.F.) |
|-----------------|------------------------------------|-------------------------------------|
| MAIN STRUCTURE | 15,180 | 19,561 |
| PAVEMENT | 44,662 | 41,178 |
| CONCRETE WALK | 2,295 | 2,792 |
| CONCRETE PADS | 4,937 | 1,359 |
| CONCRETE STAIRS | 40 | 40 |
| WINDOW WELLS | 13 | 13 |
| | 0 | 0 |
| | 0 | 0 |
| | 0 | 0 |
| | 0 | 0 |
| | 0 | 0 |
| TOTAL | 67,127 | 64,943 |
| LOT SIZE | 226,481 | 226,481 |
| % LOT COVERAGE | 29.6% | 28.7% |

"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."

JOHN R. CHAGNON, LLS #738 DATE





55 International Drive, Portsmouth NH 03801

May 16, 2023

Richard Mason
Seacoast Veterans Count
3 Suzanne Drive
Portsmouth, NH 03801

Re: Right of Entry for Use of Road Network for Tuesday, July 4th, 2023

Dear Richard:

This letter will authorize Seacoast Veterans Count, an affiliate of Easter **Seals-NH, Inc.** with an address of 3 Suzanne Drive, Portsmouth, NH 03801 and /or any agent or contractor to enter upon and utilize a portion of the road network situated on the Pease International Tradeport as shown as the route on the attached Exhibit A (the "Premises") for a period of 10 hours commencing at 7:00 a.m. July 4, 2023 for the purpose of sponsoring, managing and overseeing a 1 mile survival run /5K road race called the "Veterans Count Pack & Boots 5k". This Right of Entry will expire at 5:00 p.m. on July 4, 2023 unless otherwise extended by written agreement of Seacoast Veterans Count and the Pease Development Authority.

This authorization is conditioned upon the following:

- 1) Veterans Count's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risk of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the Premises and/or the exercise of any of the authorities granted herein. Seacoast Veterans Count expressly waives all claims against the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Veterans Count's use of the Premises or the conduct of activities or the performances of responsibilities under this authorization. Seacoast Veterans Count further agrees to indemnify, save, hold harmless, and defend **the Pease Development Authority, its officers, board members, agents and employees from and against all suits, claims, demands or actions, liabilities, judgements, costs and attorney's fees arising out of Millennium Racing's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.**

○○○○ TAKING YOU THERE

Phone: 603.433.6088 Fax: 603.427.0433 www.peasedev.org

Re: Right of Entry for Use of Road Network for Tuesday, July 4, 2023

- 2) Seacoast Veterans Count understands and agrees that the novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization; COVID-19 is extremely contagious and is believed to spread mainly from **person-to-person contact**. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. COVID-19 may cause damages, **personal injury**, illness, **permanent disability**, and death. Seacoast Veterans Count **ACKNOWLEDGES** the **contagious** nature of COVID-19 and **ACCEPTS** the risk that it, their employees, **agents, patrons**, contractors, **volunteers**, or invitees, may be exposed to or infected by COVID-19 by **participating** in the event **permitted** by this Right-of-Entry. Veterans Count, therefore, **agrees** to utilize safety **precautions** consistent with **applicable** public health **recommendations**, and that the Pease Development Authority has no such **obligation** with respect to the event because it is not the event sponsor, organizer, or **administrator**.

- 3) Seacoast Veterans Count and any agent or contractor of Seacoast Veterans Count **obtaining** and providing to the Pease Development Authority at least 20 days **before** the event satisfactory **evidence** of comprehensive general **liability** insurance to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, **naming** the Pease Development Authority as additional insured which shall cover the Pease Development Authority to the same extent as the named insured and not subject it to any different or additional terms, conditions, limitations or **exclusions**.

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

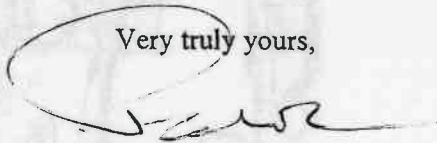
- 4) Seacoast Veterans Count shall be responsible for obtaining permission from PDA tenants for use of additional space for vehicle parking, race check-in, and other related activities. Seacoast Veterans Count shall provide the Pease Development Authority with copies of permission letters (or emails) from PDA tenants who have granted Seacoast Veterans Count access to and use of their premises during the term of this Right of Entry, at least 20 days prior to the event.

Re: Right of Entry for Use of Road Network for Tuesday July 4, 2023

- 5) Seacoast Veterans Count's agreement herein that this letter of authorization does not constitute an exclusive interest in the Premises.
- 6) Seacoast Veterans Count's agreement to secure all necessary State and/or local permits prior to the road race.
- 7) Seacoast Veterans Count's agreement to limit the number of participants, including runners and walkers, to no more than 2,000 participants.
- 8) Seacoast Veterans Count's agreement to provide traffic control at all the intersections being used and to coordinate with the City of Portsmouth on such traffic control measures.
- 9) Seacoast Veterans Count's agreement to coordinate the management of the road race with appropriate local law enforcement officials and to otherwise **ensure** that all appropriate precautions are taken to protect the health and safety of event participants and spectators.

Please indicate by your signature below Seacoast Veterans Count's consent to, and agreement with, the above terms and return the same to me with evidence of insurance as required.

Very truly yours,



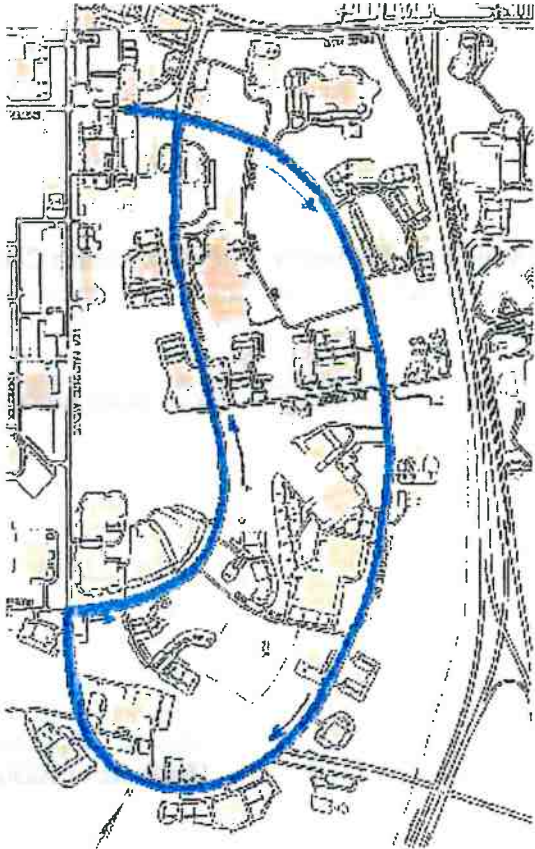
Paul E. Brean
Executive Director

Agreed and accepted this 17 day of MAY, 2023

**Seacoast Veterans Count
(Affiliate of Easter-Seals NH, Inc.)**

By: Richard A. Mason
Print: RICHARD A. MASON
Title: LOGISTICS CHAIR

EXHIBIT A



Page Five

May 16, 2023

Re: Right of Entry for Use of Road Network for Monday July 4, 2022

EXHIBIT B

