

Place: 55 International Drive – Board Conference Room

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**BOARD OF DIRECTORS' MEETING**

**AGENDA**

- I. Call to Order:**
- II. Acceptance of Meeting Minutes: Board of Directors' Meeting of September 21, 2023 \* (Fournier)**
- III. Public Comment:**
- IV. Consent Agenda Items:**
  - A. Consent Agenda Approvals (Conard):**
    - 1. Legal Services \* (Ferrini)
    - 2. Ricoh Multifunction Copier / Scanner / Printer \* (Parker)
    - 3. T-Aviation, LLC – Lease of Hangar 5 at Skyhaven Airport \* (Fournier)
    - 4. Piscataqua Landscaping & Tree Service, LLC - Snow Removal Services \* (Lamson)
    - 5. Pease Golf Course – Golf Complete Inc. dba ForeUp - Golf Software Point of Sale System \* (Conard)
    - 6. Lonza Biologics, Inc. – Parking License for 55 International Drive \* (Parker)
    - 7. Thermo Fisher Scientific, Inc. f/k/a Fisher Scientific International, Inc. – Amendment No. 6 – 23 Hampton Street (aka Building 215) \* (Parker)
    - 8. KOALD Designs, LLC – Lease Amendment No. 1 – 47 Durham Street \* (Lamson)
    - 9. EnviroVantage - Building Demolition – 65 Aviation Avenue \* (Conard)
    - 10. Holiday Tree Donation to City of Portsmouth \* (Fournier)
    - 11. Lonza Biologics, Inc. –Site Improvements \* (Ferrini)
- V. Committees:**
  - A. Report:**
    - 1. Port Committee \*
- VI. Finance:**
  - A. Executive Summary \***
  - B. Reports:**
    - 1. FY2024 Financial Report for the Two Month Period Ending August 31, 2023 \*
    - 2. Cash Flow Projections for the Nine Month Period Ending June30, 2024 \*
    - 3. Audit Presentation by Berry Dunn

- a. Auditor Communications and Summary of Audit Engagement\*
- b. Auditor Required Communications Letter \*
- c. Management Representation Letter \*

**C. Approval:**

- 1. Certified Annual Financial Statements and the Uniform Guidance Audit of Federal Awards \* (Ferrini)

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

**A. Report \*:**

- 1. Apex Design Build – Right of Entry – 360 Corporate Drive
- 2. Jalbert Leasing, Inc. d/b/a C&J Bus Lines – Right of Entry – Hampton Street South Lot
- 3. Skyhaven Flying Club, Inc. Flight Simulator – Skyhaven Airport
- 4. ATDG, LLC – Right of Entry – 360 Corporate Drive

**VIII. Leases:**

**A. Report \*:**

- 1. Sublease between 222 International, LP and Accellion USA LLC dba Kiteworks – 195 New Hampshire Avenue (Suite #150)

**IX. Contracts:**

**A. Report \*:**

- 1. US Ecology – Agreement for Emergency Spill Response & Waste Disposal Services – Exercise Last One-Year Option
- 2. Jacobs Engineering Group – On-Call Engineers Consult Regarding Eversource Utility Upgrades on the Tradeport

**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) September 2023 \*

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

**A. Reports:**

- 1. Luciano’s Excavation, Inc.–Right of Entry – Hampton Harbor Jetty Repair Project \*
- 2. Port Advisory Council Meeting Minutes of September 13, 2023 \*
- 3. Bauer Construction, Co., LLC – Right of Entry, Rye Harbor Marine Facility \*
- 4. Jones Snow Plowing Services – Exercise of First Option \*
- 5. Update of Finished Rye Harbor Marine Facility – Hexagonal Gatehouse approved at June 15, 2023 meeting \*
- 6. Commercial Mooring Transfer – Dobre to Golter \*

**B. Approvals:**

1. Conditional Approval Response Pda 600 - State-Owned Commercial Piers and Associated Facilities \* (**Parker**)
2. Establishment of Overnight Berthing Fee at Hampton and Rye Harbor Marine Facilities \* (**Lamson**)

**XII. New Business:**

**XIII. Special Event:**

**A. Report \*:**

1. Seacoast New England Mountain Bike Association – Right of Entry – Pease Tradeport Biking Trails and surrounding area
2. Newington School Supporters – Fox Point Sunset 5 Mile Road Race on Arboretum Drive
3. New England Seacoast Region Chapter 225 of the Experimental Aircraft Association – Skyhaven – Annual Breakfast

**XIV. Upcoming Meetings:**

Board of Directors

November 16, 2023 @ 8:30 a.m.

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

**XV. Directors' Comments:**

**XVI. Non-Public Session: \* (Conard)**


1. NH RSA 91-A:3, II (e); and
2. NH RSA 91-A:3, II (l).

**XVII. Vote of Confidentiality: \* (Fournier)**

**XVIII. Adjournment:**

**XIX. Press Questions:**

**XX. Consultation with Counsel:**

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

MOTION

Director Fournier:

I make a motion to accept the meeting minutes of the Board of Directors' meeting held on September 21, 2023.

N:\RESOLVES\2023\Approve Minutes 9-21-23 (10-19-2023).docx



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

**Thursday, September 21, 2023**

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

**I. Call to Order:**

Chairman Duprey ("Duprey") called the meeting to order as all Board members were present; the meeting commenced at **8:31 a.m.**

**II. Acceptance of Meeting Minutes: Board of Directors' Meeting of August 17, 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, August 17, 2023.**

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

**III. Public Comment:**

No one from the public spoke.

**IV. Consent Agenda Items:**

**A. Consent Agenda Approvals:**

Director Parker **moved** the **motion** and Director Fournier **seconded** the Pease Development Authority Board of Directors hereby moves that item numbers **1-7** from the consent agenda list below be approved as a single consent agenda item, and that the proposed motions included for each be incorporated into such approval as the operative motion for each item.

1. Legal Services
2. Airport Video Surveillance Storage Array Upgrade
3. Outing and Group Pricing and Booking Policy
4. Pease Golf Course Modification to Capital Improvement Plan FY2024 – FY2029
5. McFarland Johnson - Portsmouth International Airport at Pease ("PSM") - Arrivals Hall Design Contract - Amendment #1
6. New Position – Environmental Compliance Specialist
7. New Position – Greenskeeper – (Pease Golf Course)

Discussion: Lamson asked for clarification of item 2; Brean stated with the increase of video cameras at the terminal and airfield, it is for the storage of data.

Disposition: Resolved by unanimous vote for; motion carried.

**V. Committees:**

**A. Report:**

**1. Golf Committee**

Director Fournier, Chair of the Golf Committee, indicated the meeting was held on Monday and it was a successful meeting.

**2. Finance Committee**

Director Ferrini, Chair of the Finance Committee, indicated they reviewed the financial information which will be discussed later in the meeting.

**VI. Finance:**

**A. Executive Summary \***

**B. Reports:**

- 1. FY2024 Financial Report for the First Month Period Ending July 31, 2023 Cash Flow Projections for the Nine Month Period Ending May 31, 2024**
- 2.

Suzy Anzalone (“Anzalone”) Director of Finance spoke to the two reports and stated the consolidated operating revenues being down 2.2%; July wharfage and dockage fees were below budget. When preparing the budget, Finance seasonalizes its projections by reviewing financial information from the previous year. Further, Anzalone stated operating expenses were down 14.7%.

Anzalone spoke specifically to a couple of the line items that were over budget at the Golf Course being soil and vegetation due to the increase in fertilizer applications and the product being utilized by the golf course due to the inclement weather. Also, the purchase of paint for the runway had been purchased in July.

Anzalone indicated the lower fuel sales seen at Skyhaven was due to the fuel dispenser being down after a recent lightning strike and inclement weather. The part-time wages are trending a little higher at this location as there are new staff, with rates of pay being higher than budgeted.

Lamson asked Anzalone the status of electricity supply procurement; Anzalone stated she is currently working with EnelX, the consultant for the State of New Hampshire. EnelX is looking into obtaining options of a supplier who could provide PDA’s electricity.

Anzalone indicated DPH revenues are down 25% due to wharfage / dockage fees and fuel sales. This is early in the fiscal year so it isn’t anything she is concerned about at this time.

PDA finances remain strong, PDA has started a few capital budget projects and currently has no outstanding debt. Spoke to both grant and non-grant related capital expenditures and that it is PDA's expectation to see a decrease in cash flow due to the various projects.

Parker inquired of the reduction to DPH wharfage / dockage fees due to the current reconstruction at the Main Terminal Wharf ("MTW"). Anzalone indicated last year it [MTW] had been closed for some time. Further she indicated when the budget is prepared a review is done of the previous year as a means to calculate budget projections. Tracy Shattuck ("Shattuck"), Chief Harbormaster indicated there will be additional activity [at MTW] due to ships delivering salt. Brean also indicated last year MTW had heavy activity as DPH provided support to Portsmouth Naval Shipyard.

Levesque also indicated Rye Harbor hasn't been selling recreational fuel for roughly two seasons; Anzalone affirmed to indicate this could impact the fuel sales. Shattuck stated he thought work would be commencing next week to put the sump and lines in. Brean clarified to indicate recreational boats can obtain fuel from the commercial side. Levesque agreed, but indicated there are not many recreational boaters who utilize the commercial fuel area.

## **VII. Licenses/Rights of Entry/Easements/Rights of Way:**

### **A. Report:**

1. **Lonza Biologics – 101 International Drive – Right of Entry at 55 International Drive**
2. **American Red Cross, Northern New England Region – Right of Entry – Portion of 119 Arboretum Drive**

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

1. Name: Lonza Biologics, Inc.  
License: Right of Entry  
Location: 55 International Drive, Portsmouth International Airport at Pease  
Purpose: Company outing  
Term: Thursday, September 7, 2023, at 8:00 a.m. to 5:00 p.m.
2. Name: American Red Cross, Northern New England Region  
License: Right of Entry  
Location: Long Term Lot B Parking Lot – Exeter Street  
Purpose: The staging, loading, and unloading of vehicles, commodities, and equipment.  
Term: Thursday, September 14, 2023, through October 15, 2023

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

## **VIII. Leases:**

### **A. Report:**

1. **Sublease between 222 International, LP and Coastal Speedpro – 200 International Drive (Suite #125)**

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

1. Tenant: Coastal Speedpro  
 Space: 222 International Drive (Suite # 125)  
 Use: General Office and warehouse use which must confirm to the business office / warehouse storage uses authorized by the Pease Development Authority  
 Term: Ten (10) Years to commence on the earlier of substantial completion of improvements or October 1, 2023

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

**IX. Contracts:**

**A. Report:**

1. Sunbelt Rentals (Light Cart) – PDA Maintenance – Airfield
2. Air Traffic Control Tower – Emergency Repair of HVAC
3. Sunbelt Rentals (Floor Scrubbing Machine) – PDA Maintenance

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

1. Project Name: Sunbelt Rentals  
 Summary: One day rental of Light Cart for night work being performed on Airfield at Portsmouth International Airport at Pease  
 Cost: \$233.90
2. Project Name: Air Traffic Control Tower  
 Board Authority: Director Ferrini  
 Summary: Identified unworkable conditions due to heat issues which could threaten the closure of the Air Traffic Control Tower  
 Cost: Emergency repair under \$10,000 as performed by PDA Facility staff
3. Project Name: Sunbelt Rentals  
 Board Authority: Director Ferrini  
 Summary: One day rental of floor scrubbing machine in preparation for the triennial exercise  
 Cost: \$705.60

Duprey asked of the triennial exercise; Brean indicated Pease is mandated to hold an emergency preparedness exercise for an airfield incident.



**X. Signs:****A. Report:****1. Two International Group - 14 Manchester Square – The Daily Press**

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

1. Entity: Two International Group
- Location: 14 Manchester Square
- Summary: Modify the existing signage to reflect tenant change in concept.

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.

**XI. Executive Director:****A. Reports:****1. Golf Course Operations**

Scott DeVito (“DeVito”), Pease Golf Course (“PGC”) General Manager, spoke to 62,000 rounds of golf for the year, slightly under last year. DeVito also informed the Board that a portion of PGC had to be shut down during the Air Show.

There are seven (7) major events remaining for the season and the 2024 event calendar is already filled. PGC will have a wait list available should any current events cancel. A wait list will allow PGC to reach out to others who had inquired to availability. Grill 28 has already started booking for the winter season.

PGC is gearing up for the winter season with its simulators and its two-player league which commences in October.

Parker asked why golf play was suspended during the weekend of the Air Show. DeVito indicated the Blue Course was closed as it is within the “flight box”.

Levesque spoke to PGC being top notch; DeVito indicated it is through the support of the Board that PGC has taken the course to another level.

Duprey inquired into the bottle filling station(s) on the course; DeVito indicated they were installed the beginning of July and have been well received. He also spoke to working with City of Portsmouth Public Works Department regarding the installation. Brean indicated with the sustainability initiative, a counter on the bottle fillers indicate a total of 4,000 reuseable bottles filled.



**2. Airport Operations**

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

Brean spoke to strong enplanements in August and September and stated the annual enplanements are at 54,000, which is a strong rebound post COVID.

Revenue parking is strong due to the two (2) year round flights to southwest Florida; also, the fuel flowage consumption is strong with a lot of general aviation tech stops for corporate aircraft.

The Air Show was successful with it being a safe and secure three day event held; this was enhanced with the collaboration of police and fire departments from surrounding municipalities as well as homeland security, state and county police forces.

Brean stated the Terminal Hall project commenced last week with utility work being performed.

**b) Skyhaven Airport (DAW)**

Brean spoke to Skyhaven’s fuel sales being down primarily due to the lightning strike and the inclement weather. Anticipate with events this fall, will see increase in fuel sales. Also, have been expending additional funds at the facilities at Skyhaven in an effort to address compliance with ADA requirements.

**c) Noise Line Report  
(i) August 2023**

Brean indicated there were nine (9) noise inquiries during the month of August, of which several were received from Salem. The other local inquires pertained to medical flights going to Portsmouth Regional Hospital. PSM did contact a pilot regarding a helicopter inquiry received and advised him of PSM’s noise abatement procedures. Brean spoke to the public relations office for the NH ANG getting information out in advance which has helped to reduce inquires.

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

**A. Reports:**

Tracy Shattuck, Chief Harbormaster, was in attendance at the meeting as Director of Ports and Harbors’ Geno Marconi was unable to attend the Board meeting.

- 1. Foreign Trade Zone – 2022 Report to Congress**
- 2. Port Advisory Council Meeting Minutes of June 14, 2023**

Shattuck indicated the Board had in its packet the minutes of the Port Advisory Council meeting of June 14, 2023; the minutes have been provided so the Board is aware of the Council's activity and welcomed any comments or questions from the Board.

### 3. Pda 600 Rules Clarification / Correction

Shattuck stated at the August Board of Directors' meeting, Leveque spoke to there being no mention of a fee for the temporary recreational use of the dockage / wharfage. DPH looked into this further and stated when the rule was enacted in 2013, a fee was never assigned. This oversight was missed by many (Office of Legislative Services, DPH etc.); back then the process was different and it does not appear this was brought before the Fiscal Committee. DPH will be requesting to set a fee for this, as there are occasions when it may be necessary to charge a fee. Looking to mirror the fee used for single use pier permit.

Duprey indicated the memorandum states DPH will research and come back with an amendment to the Pda 600 rules in the next month or so to establish an overnight fee.

Levesque referred to the fact that the Chief Harbormaster and Harbormasters are governed by Pda 600 rules; Shattuck affirmed. Levesque asked if there were a mechanism on requests received to leave a boat at the dock. Shattuck indicated contact would be made with harbor personnel which would request to stay due to a need to leave the boat (i.e.; emergency of some sort – radar etc.) to request to stay at the dock and not be in everyone's way. The appropriate personnel, if approved, would indicate where the boat should be placed for a period of time. Levesque asked if there would be a journal entry of some sort and further indicated while there may not be a fee in Pda 600 rules, the rules refer to the need for the completion of an application; Shattuck affirmed. Shattuck further indicated he would check into this inquiry further and inform the Board at a later time. Levesque spoke to this further and stated if a non-exclusive use of the pier were being used on an overnight, a document would be required as no personnel can waive the rules. Shattuck affirmed and said there would also be a track of the monetary amount exchanged.

Duprey indicated the desire to find out how often a boat may have utilized this to show frequency and money collected.

Ferrini spoke to the need of DPH having documentation of a vessel in the event there may be a mishap while the vessel was docked. DPH needs to have record to properly describe the vessel and its reason for being at the dock/pier for insurance purposes.

Shattuck spoke to prep work done in advance of Hurricane Lee; FEMA was staged at the Port Authority as a precautionary measure. There were only two boats which came off moorings; they went aground with little damage.

#### B. Approval:

1. **Hampton Harbor Marina – Addendum #2 to Special Use Permit to Facilitate the 2023 Hampton Beach Jetty Repair**

Director Levesque moved the motion and Director Conard seconded that **the Pease Development Authority (“PDA”) Board of Directors hereby authorizes the Executive Director to enter into Addendum #2 regarding the previously approved Special Use Permit (“SUP”) and SUP Addendum #1 from the Department of Natural and Cultural Resources, Division of Parks and Recreation (“Division”), regarding access to Division property, by the US Army Corps of Engineers (“ACOE”) in connection with the 2023 Hampton Beach Jetty Repair; substantially in accordance with the memorandum from Geno J. Marconi, Division Director dated September**

## 18, 2023 and the draft Addendum #2.

Discussion: Duprey asked why this request needed approval; Anthony I. Blenkinsop, Deputy Director / General Counsel, indicated it is permission being provided to ACOE to access state property to repair the Jetty. Amendment #2 is for inclusion of additional language regarding staging of a crane, office trailer and use of drone and aerial footage. This project is anticipated to start this fall.

Disposition: Resolved by unanimous vote for; motion carried.

### XIII. New Business:

### XIV. Special Event:

#### A. Report \*:

#### 1. Wentworth Douglass – 5K – Seacoast Cancer Road Race

Brean spoke to the special event which will be held on Sunday, September 24<sup>th</sup>, as being the largest road race and it is well managed.

### XV. Upcoming Meetings:

Port Committee	October 5, 2023 @ 8:00 a.m.
Audit Committee	October 16, 2023 @ 8:30 a.m.
Board of Directors	October 19, 2023 @ 8:30 a.m.

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

### XVI. Directors' Comments:

Brean spoke to a recent request of Lamson regarding retention rate of employees with a salary adjustment. Brean stated the figures did not include those who retired, but in 2019 there was 20% [employee turnover]; in 2022 down to 12% (with the salary adjustment); and in 2023 down to 3% with retention rate being at 97%.

Duprey spoke to attending the Air Show rehearsal on September 8<sup>th</sup> and meeting some of the impressive young pilots. Brean spoke to the time and meetings which go into the preparation and scheduling of events for Air Shows and how it can be challenging regarding labor (i.e; vendors; Law Enforcement Officers etc). Duprey spoke of the significant storm that blew in on Friday late after / evening.

Parker asked of the ANG units in attendance; Brean stated all of the Northeast Units were present and some from the mid-Atlantic.

Brean indicated the Air Show is considered an Open House for the ANG. ANG utilizes a sponsor called the Military Assistance Program who does all of the commercial work; work with a private promoter. The local ANG goes out to the various ANG Units to get the stem program / static display aircraft for the Air Show. ANG has agreement that allows use of PDA property, along with agreed upon terms from both the PDA and FAA as it can be challenging coordinating flights etc.



Duprey asked if vendors are security vetted; Brean affirmed. Duprey asked how frequently the Air Shows occur; Brean stated Air Shows are one of [ANG's] largest recruiting events and PDA provides assistance as much as possible. However, Air Shows are very demanding on resources, taxing on the airfield, surrounding communities and agencies. There will be a de-brief with the local ANG and discussions will be held pertaining to the Air Show. Duprey suggested for future reference it may be appreciated, if on rehearsal day a NH School Day is incorporated which would allow students an opportunity for a better overall interaction on a smaller scale.

**XVII. Non-Public Session: \* (Ferrini)**

1. NH RSA 91-A:3, II (a); and
2. NH RSA 91-A:3, II (l).

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

1. **Dismissal, Promotion, or Compensation of any Public Employee**  
[NH RSA 91-A:3, II (a)]; and
2. **Consideration of Legal Advice provided by Legal Counsel**  
[NH RSA 91-A:3, II (l)]

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

**XVIII. Vote of Confidentiality: \* (Fournier)**

Director Fournier **moved** the **motion** and Director Lamson **seconded** that be it resolved, pursuant to NH RSA 91-A:3, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its September 21, 2023, meeting related to Dismissal, Promotion, or Compensation of any Public Employee and the consideration of legal advice from legal counsel are matters which, if disclosed publically, would render the proposed actions ineffective and further agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Board of Directors, the aforesaid circumstances no longer apply.

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

**XIX. Adjournment:**

Director Levesque **moved** the **motion** and Director Fournier **seconded** to adjourn the Board meeting. Meeting adjourned at **9:26 a.m.**

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

**XX. Press Questions:**

No questions from the press.

**XXI. Consultation with Counsel:**

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 \* (Ferrini)
2. Ricoh Multifunction Copier / Scanner / Printer \* (Parker)
3. T-Aviation, LLC - Lease of Hangar 5 at Skyhaven Airport \* (Fournier)
4. Piscataqua Landscaping & Tree Service, LLC - Snow Removal Services \* (Lamson)
5. Pease Golf Course - Golf Complete Inc. dba ForeUp - Golf Software Point of Sale System \* (Conard)
6. Lonza Biologics, Inc. - Parking License for 55 International Drive \* (Parker)
7. Thermo Fisher Scientific, Inc. f/k/a Fisher Scientific International, Inc. - Amendment No. 6 - 23 Hampton Street (aka Building 215) \* (Parker)
8. KOALD Designs, LLC - Lease Amendment No. 1 - 47 Durham Street \* (Lamson)
9. EnviroVantage - Building Demolition - 65 Aviation Avenue \* (Conard)
10. Holiday Tree Donation to City of Portsmouth \* (Fournier)
11. Lonza Biologics, Inc. - Site Improvements \* (Ferrini)

## MOTION

Director Ferrini:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to expend funds in the amount of \$26,603.50 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 October 10, 2023, attached hereto.

## MEMORANDUM

**To:** Pease Development Authority Board of Directors *PAB*  
**From:** Anthony I. Blenkinsop, Deputy Director / General Counsel *AIB*  
**Date:** October 10, 2023  
**Re:** Legal Services

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Sheehan Phinney Bass & Green provided legal services to the Pease Development Authority ("PDA") in the month of August 2023 in a total amount of **\$26,603.50**, as follows:

August 1, 2023 – August 31, 2023	
(for Tradeport General Representation)	\$ 3,103.00
(for Permit Implementation)	\$12,703.00
(for Ports and Harbors)	<u>\$10,797.50</u>
	<b>\$26,603.50</b>

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: General Representation - Trade Port  
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CLIENT/CASE NO. 14713-10167

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$3,103.00

TOTAL EXPENSES: \$0.00  
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TOTAL THIS BILL: \$3,103.00  
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BALANCE DUE: \$3,103.00  
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Please return this page with your remittance and  
please reference the client/case number on all  
related correspondence.

AMOUNT PAID... \$ \_\_\_\_\_

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

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

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CLIENT/CASE NO. 14713-19658

TOTAL FOR PROFESSIONAL SERVICES RENDERED:	\$12,673.00
TOTAL EXPENSES:	\$30.00
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TOTAL THIS BILL:	\$12,703.00
	-----
BALANCE DUE:	\$12,703.00
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Please return this page with your remittance and please reference the client/case number on all related correspondence.

AMOUNT PAID... \$ \_\_\_\_\_



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

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CLIENT/CASE NO. 14713-17464

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$10,797.50

TOTAL EXPENSES: \$0.00

TOTAL THIS BILL: \$10,797.50

BALANCE DUE: \$10,797.50

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

AMOUNT PAID... \$ \_\_\_\_\_

## MOTION

Director Parker:

The Pease Development Authority ("PDA") Board of Directors hereby authorizes the Executive Director to enter into an agreement with RICOH USA, Inc. for the leasing and maintenance of four (4) multifunction copiers to be used at PDA facilities, for a period of three (3) years; all in accordance with the memorandum from Greg Siegenthaler, IT Director; dated October 12, 2023, attached hereto.

N:\RESOLVES\Copier Replacement (10-19-2023).docx

## MEMORANDUM

To: Paul E. Brean, Executive Director

From: Greg Siegenthaler, IT Director

Re: Multifunction Copier Leases

Date: October 12, 2023

In August, 2023 the Pease Development Authority ("PDA") issued a Request for Proposal ("RFP") for the purpose of securing a vendor to replace our four (4) multifunction copiers which have reached the end of their 3-year lease term.

Functional requirements, maintenance requirements, specifications and other requirements were identified in the RFP. Additionally, completion of the PDA's business proposal and statement of qualifications were required in the RFP.

### Proposal Evaluation:

A total of five (5) bids were received. Of the bids that were identified as qualifying, the lowest bid was from RICOH USA, Inc with a local office in Salem, NH. The bid includes pricing for a 3-year term with maintenance and service included.

The proposed cost was calculated based upon a monthly lease cost, as well as per-copy costs. Costs do not include a one-time promotional rebate of \$4500.

Ricoh IM C6010, Qty 4	Proposal Cost
Monthly Lease Payment	\$929.52
Per Image – Monochrome	\$0.0058
Per Image – Color	\$0.04

At its meeting on October 19, 2023, please request authorization from the Board of Directors to enter into a 3-year agreement with Ricoh USA, Inc. for the provision and maintenance of four (4) multifunction copiers in accordance with the attached Proposed Solution page from Ricoh USA, Inc.

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**PROPOSED SOLUTION**

**Pease Authority RFP Requirements- Ricoh Response**

See Appendix A for a list of all Pease Development Authority RFP requirements and Ricoh's responses to each.

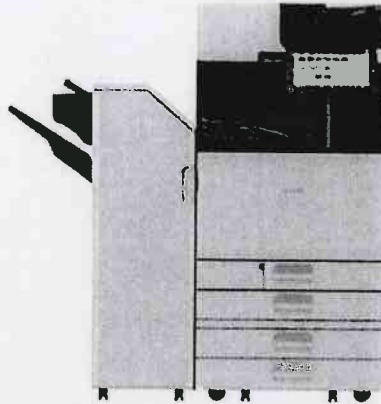
**Ricoh Proposed Solution Overview**

Based on the RFP requirements presented, Ricoh is proposing to implement four (4) Ricoh IM C6010, 60 page per minute color multifunctional devices that are copy/print/scan/(optional) fax enabled. The equipment details are as follows:

**4- Ricoh IM C6010**

- 60 Page Per Minute Color Machine
- Copy/Print/Scan/(optional) Fax Enabled
- 10.1" Keyless Smart Operation Panel
- 220 Sheet Single Pass Document Feeder
- 4 x 550 sheet paper trays + 1 x 100 sheet bypass tray that enables paper handling up to 12"x18" documents
- 1,000 Sheet Stacker w/ 50 Sheet Staple and 5 Sheet Staple-less External Finisher
- 25% to 400% reduce/enlarge capabilities

\*\*Please see Appendix C for Specification Sheet & Brochures.



**Pricing Overview Table**

Location	Ricoh Machine	36 Monthly Price	B&W CPC	Color CPC	Rebate Check*
Administrative Office #1	Ricoh IM C6010	\$232.38	\$0.0058	\$0.04	\$1,125.00
Administrative Office #2	Ricoh IM C6010	\$232.38	\$0.0058	\$0.04	\$1,125.00
Division of Ports and Harbors	Ricoh IM C6010	\$232.38	\$0.0058	\$0.04	\$1,125.00
Airport Operations	Ricoh IM C6010	\$232.38	\$0.0058	\$0.04	\$1,125.00
<b>TOTAL</b>		<b>\$929.52/month</b>			<b>\$4,500.00</b>

**Pricing Components**

- 36 Month fixed pricing for the duration of lease/service contract
- No monthly images included. Pay-as-you-go per page.
- Includes delivery and network installation/configuration of all equipment
- End User Training on all equipment
- All parts, labor, toner, and **STAPLES** included
- Optional Fax is \$11.20 per machine (already included in pricing). Please subtract this amount from the monthly number if you wish to remove.
- Ricoh is running a rebate promotion through that will write a check to PDA for **\$4,500.00** after invoicing begins. \*Must be signed by 09/30/2023 but delivery is not required until before 03/31/2024.



## MOTION

Director Fournier:

The Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to complete negotiations and to execute a lease agreement with T-Aviation, L.L.C. for the premises known as Hangar 5, including certain surrounding apron area, located at Skyhaven Airport (DAW); substantially in accordance with the memorandum from Andrew Pomeroy, Director of Aviation Planning and Regulatory Compliance, dated October 5, 2023, attached hereto.



## Memorandum

**To:** Paul Bean, Executive Director   
**From:** Andrew Pomeroy, Director of Aviation Planning and Regulatory Compliance   
**Date:** 10/5/2023  
**Subj:** T-Aviation, LLC

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On November 1, 2020, the PDA entered into a year to year lease agreement with T-Aviation, LLC of Kensington, NH to operate an aircraft maintenance and repair facility at Skyhaven Airport in Hangar 5, providing a much needed service at Skyhaven and increasing the marketability of the airport.

On November 1, 2022, T-Aviation exercised their last one year option to extend. This one year option expires on October 30, 2023. T-Aviation is interested in entering a new longer term lease agreement with revised terms and conditions to facilitate the growth of its Aircraft Maintenance and Repair business at Skyhaven Airport.

T-Aviation currently pays the PDA a building area rent in the amount of \$1,200 per month on a triple net basis for the Leased Premises. In addition to the Building Area Rent, the Lessee pays to the PDA 3% of gross sales from its operations on the Leased Premises ("Concession Fee").

Under the new lease agreement T-Aviation will pay the PDA a building area rent in the amount of \$1,500.00 per month on a triple net basis for the same Leased Premises. In addition to the Building Area Rent, T-Aviation will continue to pay PDA 3% of gross sales from its operations on the Leased Premises as a Concession Fee. This new lease will be for a base term of three (3) Years, with two (2) two (2) year options to extend with rates and fees to be negotiated at the close of the base term. This longer term lease will provide T-Aviation the stability to further invest in its business, the facility at Skyhaven, and to hire employees.

The aviation industry is currently experiencing a shortage of qualified aviation mechanics. Skyhaven is extremely fortunate to have acquired the services of T-Aviation. T-Aviation has proven to be an asset to the airfield bringing in business and providing services such as aircraft recovery for disabled aircraft. As such, I request that you seek authority from the PDA Board of Directors at its October 19, 2023, meeting to enter into a new lease of Hangar 5 at Skyhaven Airport with T-Aviation, consistent with the above.

## Raeline O'Neil

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**From:** John C. Loop <president@skyhavenflyingclub.org>  
**Sent:** Tuesday, October 3, 2023 10:00 PM  
**To:** Andrew Pomeroy  
**Subject:** T-Aviation Letter of Endorsement

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Andrew,

I wanted to take a few moments to voice a VERY loud endorsement for the tireless efforts Tom Morgera and T-Aviation provide both KDAW and Skyhaven Flying Club.

The loss of on field maintenance years ago placed the service needs of our club into a great challenge. While on field services were available at KLCI; the logistics and potential risks associated with ferrying a plane even in a twenty minute flight was complicated.

The opening of T-Aviation at KDAW was more than convenient; it was a visible reassurance that the PDA was equally invested in the future of KDAW as our club.

This being said, our club has nothing but very very high praise for the efforts and value Tom and T-Aviation provide. Our club has been so impressed with the quality and value he has brought to the field that T-Aviation has been our "Go To" service provider and recipient of a Skyhaven Flying Club Appreciation Award.

If you or the PDA have any questions please feel free to reach out.

Best Regards,

John C. Loop  
President  
Skyhaven Flying Club  
513-884-5667



## MOTION

Director Lamson:

The Pease Development Authority (PDA) Board of Directors approves of and authorizes the Executive Director to enter into a contract with Piscataqua Landscaping & Tree Service LLC for the purpose of providing snow plowing and removal services at certain PDA properties for a period of two (2) years, with two (2), one (1) year options to renew at the discretion of the PDA Executive Director; all in accordance with the memorandum of Ken Conley, Maintenance Manager, dated October 11, 2023.

N:\RESOLVES\2023\Snow Removal Services (10-19-2023).docx

## Memorandum

**To:** Paul E. Brean, Executive Director   
**From:** Ken Conley, Maintenance Manager   
**Date:** October 11, 2023  
**Subj:** Snow Removal Services

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The current landscaping and snow removal contract is expiring as of October 31, 2023. It was determined to be in the best interest of the PDA to separate the two services to draw additional bidders and encourage more aggressive pricing.

In October 2023, the Maintenance Department advertised a Request for Bids to provide snow removal services at certain specified PDA operated properties. Three companies requested bid packets and attended the pre-bid meeting and site walk held on October 6<sup>th</sup>. One attending contractor respectfully declined to bid due to the size of the properties and the lack of staff available during the winter months.

Two bids were received and opened on October 11<sup>th</sup>. One of the bids was determined to be non-responsive due to qualifiers and exceptions noted on the bid form. The sole responsive bid was from Piscataqua Landscaping and Tree Service, LLC ("Piscataqua") in the total amount of \$65,600 per year.<sup>1</sup> Therefore, PDA staff recommends awarding the contract to Piscataqua as the lowest qualified bidder that met all requirements in the bid package.

At the October 19, 2023, meeting of the Board, please request authorization to enter into a snow plowing contract with Piscataqua for a period of two years, with two, one-year options to renew at the discretion of the PDA.

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<sup>1</sup> The annual bid amount was based on proposed hourly and equipment rates times set PDA-estimated annual hourly totals.





## MOTION

Director Conard:

The PDA Board of Directors approves of and authorizes the Executive Director to execute a two (2) year agreement with Golf Complete Inc. dba ForeUp for Pease Golf Course Point of Sale (“POS”) software, and to purchase the necessary hardware to support the POS system; all in accordance with the memorandum from Scott D. DeVito, General Manager, dated October 10, 2023, attached hereto.

# MEMORANDUM

To: Paul Brean, Executive Director 

From: Scott DeVito, General Manager – Pease Golf Course 

Date: October 10, 2023

Subject: Request to enter into a two year agreement for Golf Shop POS software

This is a request to enter into a two (2) year agreement with Golf Complete Inc. dba ForeUp (“ForeUp”), 1064 South, North County Blvd, Suite 260, Pleasant Grove, UT 84062, for use of its point of sale (POS) software in the amount of \$7,500.00 annually, with an annual increase not to exceed 5%.

Pease Golf Course has been using the Teesnap POS System since 2019. At the time of implementation, Teesnap was the only Cloud-based product available. With other golf course POS products now available, staff requested three (3) quotes from vendors in this space:

Company	Implementation Fee	Monthly Fee	Hardware Cost
ForeUp	\$650	\$625	\$6,000 (one time cost)
Club Caddie	\$3,350	\$550	\$6,000 (one time cost)
Teesnap	(2019) \$2,750	\$985	Included in Monthly Fee

Product zoom demos were setup in August with Pease Golf Shop staff, PDA finance team, and the two new companies. The finance team found that the ForeUp software standard reports could quickly be exported and downloaded into the PDA’s financial reporting software, Great Plains. Club Caddie’s standard reports could not be exported as easily and would require the need to create a specialty report. The specialty reports from Club Caddie would take 4 to 6 weeks to create, with an initial cost estimate of \$2,600. This estimated price is included in the chart above as part of the Implementation Fee. As such, ForeUp was viewed as a preferable option over Club Caddie.

In addition, ForeUp POS has customer interaction options Teesnap, the existing POS system, does not provide. These options include:

- Ability to select a default start time for online tee times;
- Text messaging;
- Automated refund for pre-paid reservations;
- Apple Pay;
- Hands free credit card purchase touch to pay; and
- View all available online tee times in a single screen shot.

In order to implement the ForeUp POS system, PDA's IT department would purchase five (5) large tablets with stands, coordinate implementation of credit card accounts and credit card hardware, setup new IP addresses for software access, and implement the necessary IT security measures. The estimated hardware cost is included in the chart above.

Funds for the hardware and the monthly software lease expense will come from the Golf Course operating budget. **Implementation** would begin in November 2023, with a projected go-live date of January 1, 2024.

At the Board of Directors' October meeting, please request authority to enter into a two-year agreement with Golf Complete Inc. dba ForeUp for Pease Golf Course POS software and to purchase the necessary hardware to implement the new POS system. Thank you for your consideration.

## MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to finalize and execute Amendment No. 12 to the Parking License Agreement with Lonza Biologics, Inc. for parking spaces located at 55 International Drive; extending the Agreement from November 1, 2023 through October 31, 2024; all in accordance with the draft License Agreement Amendment No. 12, attached hereto.

**License Agreement Amendment No. 12**

Licensor: Pease Development Authority ("PDA" or "Licensor")

Licensee: Lonza Biologics, Inc. ("Lonza" or "Licensee")

Licensed Premises: Parking area adjacent to 55 International Drive, Portsmouth, NH

License Date: October 31, 2011

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This License Agreement Amendment No. 12 made effective November 1, 2023, by and between PDA and Licensee:

WHEREAS, Licensee desires to extend its License, as amended, through October 31, 2024 for the continued use of certain parking area adjacent to 55 International Drive, Portsmouth, NH (the "License Premises");

WHEREAS, PDA has agreed to extend the term of the License through October 31, 2024;

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree to amend the License Agreement as follows:

1. The term of the License is extended for one (1) year from November 1, 2023 through October 31, 2024.
2. All other terms and conditions of the License as amended shall remain in full force and effect and continue to be binding upon the Parties.

Date: \_\_\_\_\_, 2023

**Pease Development Authority**

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

Paul E. Brean  
Executive Director

Date: \_\_\_\_\_, 2023

**Lonza Biologics, Inc.**

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

Duly Authorized

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## MOTION

Director Parker:

The Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to enter into Lease Amendment No. 6 with Thermo Fisher Scientific, Inc. (fka International Fisher Scientific Inc.) to permit the continued occupancy of 23 Hampton Street (aka Building 215) for one (1) additional year, with a one (1) one-year extension option; all in accordance with draft Lease Amendment No. 6, attached hereto.

LEASE AMENDMENT NO. 6

LESSOR: Pease Development Authority ("PDA" or "Lessor")  
LESSEE: Thermo Fisher Scientific, Inc.  
f/k/a Fisher Scientific International, Inc. ("Fisher" or "Lessee")  
PREMISES: 23 Hampton Street, Portsmouth, NH a/k/a Building 215  
LEASE DATE: September 15, 1997

WHEREAS, Lessor and Lessee entered into a Lease for Building 215 which was made effective September 15, 1997,

WHEREAS, by Amendment No. 5, Lessee requested it be granted a straight five (5) year Lease extension commencing November 15, 2018 and continuing through November 14, 2023 and Lessor agreed to the same;

WHEREAS, Lessee has requested to extend the Lease for two (2) additional years through November 14, 2025;

NOW THEREFORE, Lessor and Lessee agree to amend and extend the Lease pursuant to the following terms and conditions:

1. The Lease is extended for two (2) additional years and will expire on November 14, 2025,

2. Section 4.1 of Article 4 as amended by Amendment No 5 is deleted in its entirety and replaced with the following:

"4.1 Lessee shall pay to Lessor Building Area Rent at the following annual rate for the areas of the Leased Premises described in Section 1.1:

Extension Term - 11/15/2023 - 11/14/2025

\$6,250 per sq. ft. NNN \$178,068.66 per annum (\$44,517.17 per quarter)"

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

EXECUTION

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment No. 6 made effective November 15, 2023.

PEASE DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Paul E. Brean  
Executive Director

THERMO FISHER SCIENTIFIC, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared Paul E. Brean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Executive Director of the Pease Development Authority and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_ of Thermo Fisher Scientific, Inc. and on oath stated that s/he was authorized to execute this instrument and acknowledged it to be her/his free and voluntary act for the uses and purposes set forth herein.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**MOTION**

Director Lamson:

The Pease Development Authority Board of Directors hereby approves and authorizes the Executive Director to enter into Lease Amendment No. 1 with KOALD Design, LLC to permit the continued occupancy of 47 Durham Street for one (1) additional year with two (2) one-year extension options; all in accordance with draft Lease Amendment No. 1, attached hereto.



**LEASE AMENDMENT NO. 1**

Lessor: Pease Development Authority  
Lessee: KOALD Design, LLC  
Premises: 47 Durham Street, Portsmouth, NH  
Lease date: November 1, 2018

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WHEREAS, Lessor and Lessee entered into a Lease for 47 Durham Street which was made effective November 1, 2018,

WHEREAS, Lessee has requested to extend its Lease for a period one (1) additional year with two (2) one-year options to extend and Lessor has agreed to the same,

NOW THEREFORE, Lessor and Lessee agree to amend and extend the Lease pursuant to the following terms and conditions,

a.) Section 3.1 of Article 3 of the Lease shall be deleted in its entirety and replaced with the following:

“3.1 This Lease shall be effective upon execution and shall continue for a base term of six (6) years (“Base Term”) which term shall commence on November 1, 2018 (“Term Commencement Date”).”

Lessee shall have two (2) one-year extension options. As a condition precedent to the exercise by Lessee of any of its options to extend the term of this Sublease, Lessee shall give written notice (“Option Notice”) to Lessor of its exercise of each such option at least sixty (60) days prior to the end of the Base Term or any applicable Extension Period;

b.) Section 4.1 of Article 4 of the lease shall be amended to incorporate the following:

Year 6	\$6.25 NNN sq. ft.	\$38,750.00 per annum
Option Year 1	\$6.50 NNN sq. ft.	\$40,300.00 per annum
Option Year 2	\$6.75 NNN sq. ft.	\$41,850.00 per annum

c.) All other terms and conditions of the Lease, including, but not limited to, current Building Area Rent and other related financial obligations, shall continue to be binding upon the Parties for the duration of the extension.



IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Amendment No. 1 effective November 1, 2023.

**Pease Development Authority**

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

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

**NOALD Design, LLC**

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

By: \_\_\_\_\_  
Duly Authorized

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF ROCKINGHAM

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared **Paul E. Brean**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the **Executive Director** of the **Pease Development Authority** and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

\_\_\_\_\_  
Notary Public in and for said County and State  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF ROCKINGHAM

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_  
, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
, personally known to me (or proved to me on the basis of satisfactory evidence) to be the \_\_\_\_\_  
of **KOLAD Design, LLC** and on oath stated that he/she was authorized to execute this instrument  
and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth herein.

\_\_\_\_\_  
Notary Public in and for said County and State  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**DRAFT**

## MOTION

Director Conard:



The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into a contract with EnviroVantage, of Epping, NH in an amount not to exceed \$298,519.00 for the demolition, abatement and disposal of the former New England Computer Brokers building located at 65 Aviation Avenue; all in accordance with the memorandum of Jared Sheehan, Environmental Compliance Manager, dated October 4, 2023; attached hereto.

In accordance with the provisions of RSA 12-G:8, VIII, the Board justifies the waiver of the RFP requirement as EnviroVantage is a State of New Hampshire approved vendor.

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

N:\RESOLVES\2023\Demolition of 65 Aviation Ave (10-19-2023).docx

## Memorandum

To: Paul E. Brean, Executive Director   
From: Jared Sheehan, Environmental Compliance Manager   
Date: October 4, 2023  
Subject: 65 Aviation Ave - Building Demolition and Abatement

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PDA Engineering requested a proposal from EnviroVantage located in Epping, NH, to abate and demolish the former New England Computer Brokers building at 65 Aviation Ave. EnviroVantage is a State of New Hampshire approved vendor, with an existing State of New Hampshire Division of Procurement and Support Services - Asbestos and Lead Paint Abatement Services contract (contract # 8002298).

The building at 65 Aviation, which was transferred to the PDA from the USAF, is approximately 22,000 square feet with asbestos containing materials in the floor tiles, sheetrock, roofing and caulking. The building has been vacant for more than 15 years and is in poor structural condition. Asbestos materials within the building are now in a state of **cross-contamination** and the cost to segregate and sample these materials would not be cost effective. This proposal was requested with the approach to safely demolish the building and load out all the materials as one asbestos waste stream.

EnviroVantage has estimated a cost of \$298,519 to demolish, abate, and dispose of the building materials located above the slab foundation at 65 Aviation Ave. The proposed cost includes a demolition plan, onsite monitoring by an industrial hygienist, and permitting associated with the demolition and disposal of asbestos materials.

At this month's Board of Directors meeting, please ask the Board to waive the requirement for issuance of a request for proposal and approve the attached proposal from EnviroVantage for the demolition and abatement of the building at 65 Aviation Ave.

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**EnviroVantage**  
ASBESTOS ABATEMENT. REMEDIATION. DEMOLITION.

Cleaning Up the Past  
**FOR YOUR FUTURE**



09 / 21 / 2023

Jared Sheehan

Pease Development Authority

Portsmouth, NH, 03801

[j.sheehan@peasedev.org](mailto:j.sheehan@peasedev.org)

**Re: 65 Aviation Ave., Building Demolition and Abatement, Portsmouth, NH State of NH Contract #8002298**

Dear Jared,

We appreciate the opportunity to collaborate on this project and look forward to a scope review to ensure there is no missed or duplicated scope. Please call me at (603) 234-2069, or click [here](#) to schedule a meeting at your convenience.

Our proposal is for demolition and abatement (removal and disposal) of the existing building at the above referenced location. This project consists of an abandoned building consisting of approximately 22,000 SF of remaining build as a portion was removed prior to this scope of work. Per a report by the Axiom Associates identifies the building contains 13,373 SF of ACM floor tile and 10,000 SF of ACM sheetrock all listed as non-friable. Another report by Mabbett states there is exterior wall damp proofing, exterior expansion joint caulk, roofing tar and felt on top of cement board under decking and overhead door frame caulk all contain asbestos. This is all classified as non-friable materials.

As the building is in poor repair as the roof is compromised sending in crews to complete abatement would be unsafe. We have received a preliminary waiver from the State of NH to perform the project with equipment from the exterior and load out everything accept the cleaned steel as asbestos waste.

We anticipate entering the building only for removal of (92) bulbs, (1) emergency lights and (1) exit light. It is noted that the ballasts are non-PCB.

All overgrowth and vegetation will be removed by PDA prior to mobilization. We request that overgrowth and vegetation be cropped close to the ground so as not to interfere with our equipment and poly that we will place on the ground. Slabs, foundations, walkways and driveways are to remain at the completion of the above ground demolition.

Since the contamination is all over the entire building and there is so much cross contamination it makes since to demolish the building safely with a controlled approach with an excavator and load out all debris as one asbestos waste stream. The delta between asbestos waste and regular demolition debris is minimal and from a labor standpoint we will saves time and money.

We have included the cost to develop the abatement work plan and we have included the cost to engage an Industrial Hygienist firm to assist us with the work plan and also to provide the required clearance upon completion.

We anticipate this project to take approximately four weeks.

**Total estimated cost of labor, materials, equipment, and disposal: \$298,519.00**



**Asbestos Notes:**

- Ten working day notification sent upon receipt of signed contract, work to be scheduled thereafter
- All items will need to be removed from the work area by owner prior to set up
- EnviroVantage to provide personal air monitoring for it's employees, containment monitoring to be done by Industrial Hygienist

**Asbestos Abatement Process:**

- Set up regulated areas/exclusion zones as required
- Remove asbestos containing materials as defined in scope
- Properly package and label asbestos waste for proper disposal
- Clean regulated areas/exclusion zone for visual and air clearance by Industrial Hygienist
- Remove containment and properly dispose of materials generated
- Properly manage & supply waste stream documentation to ensure accurate disposal

**Structural Takedown Notes:**

- Dumpster(s) to be placed on site adjacent to work area
- Remove and dispose of identified items to be demolished
- Properly manage & supply waste stream documentation to ensure accurate disposal
- Saw cutting as required for demolition

**Structural Takedown Exclusions:**

- Excludes erosion and sediment controls
- Excludes any/all excavation, dewatering, backfilling and importing materials, compacting and finish grading, loam & seed
- Footings and foundations will be left in place
- Excludes any/all utility disconnects and make safe prior to demolition

**Quotation Notes:**

- Pricing valid for thru 01/01/2024
- Quote based on doing our scope of work in one mobilization in straight time
- Quote based on the project schedule represented at time of bid by GC/Owner
- Any project schedule changes made after the date of this proposal will require a review of our estimated cost
- Unplanned additional mobilizations for heavy equipment requiring a flatbed trailer will carry an added combined cost of \$4,500.00 for mobilization and demobilization
- EnviroVantage has \$10M in Pollution Insurance
- Supply properly trained supervisor and workers
- Supply proper fall protection while working
- Supply proper PPE for EnviroVantage employees
- Supply, install and maintain construction fencing at perimeter of the project
- All recyclable material/metals to be property of EV

**Quotation Exclusions:**



- Excludes all put back of any items removed
- Excludes all hazardous materials beyond noted and detailed above in the description of work
- Excludes any/all disconnection of utilities
- Excludes any/all winter conditions
- Excludes any/all severe storms not limited to lightning, blizzards, flooding etc

**Owner/GC Responsibilities:**

- Owner/GC to remove or salvage all items from the work area prior to start of work

**Expectations:**

- No performance and payment bond included
- Not based on Davis Bacon rates
- No entry into work area by persons other than licensed/trained personnel while work is being performed
- Adhering to OSHA 29 CFR 1926.1153

Look forward to speaking with you,

Sincerely,

**Scott**

Scott Knightly  
Founder & CEO  
Cell: (603) 231-7048  
Toll-Free: (800) 640-5323

**Mike**

Mike Rodgers  
Senior Estimator  
Cell: 603-234-2069  
Toll-Free: (800) 640-5323

**Terms and Conditions:**

The above price(s), specifications and conditions are satisfactory and are hereby accepted.

EnviroVantage is authorized to perform the work as of \_\_\_\_\_.

Payment Terms: Net 30

Overdue payments will bear interest at two (2) percent per month. Costs of collecting overdue invoices, including reasonable attorney's fees will be added to the invoice for collection.

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

\*Price quoted is only valid for 60 days after date of proposal. Signature required prior to start of project.

**Company Overview**



**EnviroVantage**  
ASBESTOS ABATEMENT. REMEDIATION. DEMOLITION.

Cleaning Up the Past  
**FOR YOUR FUTURE**



EnviroVantage is a highly trusted, demolition, environmental and indoor air quality contractor who has provided safe, well-planned delivery and execution of our services for over 35 years. We lean on technology, state-of-the-art equipment, and trained skilled labor to safely deliver our clients industry-best practices on job sites every day. Our culture is driven by our focus and commitment to safety, high quality workmanship, and environmental responsibility. We are committed to doing what it takes to get the project done right the first time. For further information please visit our website at [www.envirovantage.com](http://www.envirovantage.com).


## MOTION

Director Fournier:

The PDA Board of Directors: 1) approves and authorizes the donation of the evergreen tree located along Goosebay Drive on the leasehold property of Pioneer New Hampshire LLC, to the City of Portsmouth for display in Market Square during the upcoming holiday season; and 2) accepts the donation from the City of Portsmouth of a replacement tree to be planted and maintained by the City of Portsmouth in or about the same location as the tree removed; all in accordance with a memorandum from Paul E. Brean, Executive Director, dated October 11, 2023; attached hereto.

N:\RESOLVES\2023\Donation - Holiday Tree (10-19-2023)

## Memorandum

To: Pease Development Authority Board of Directors  
From: Paul E. Brean, Executive Director   
Date: October 11, 2023  
Subject: Donation of Holiday Tree to City of Portsmouth

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City of Portsmouth ("City") Arborist Foreman, Max Wiater, contacted the Pease Development Authority ("PDA") to inquiry about the possibility of the PDA donating the holiday tree for display in Market Square this holiday season. The proposed evergreen tree the City has requested is the property of the PDA, but is located on Goosebay Drive on the leasehold property of Pioneer New Hampshire, LLC ("Pioneer").

Pioneer, through its principal Chad Kageleiry, supports the donation of the tree, understanding that the City would incur all costs associated in the removal and transportation of the tree to Market Square. Additionally, the City has agreed it would clean up the area following tree removal and plant a replacement tree 1 ½" to 2" in caliper and approximately 10' tall in the spring; the tree will be a "bare root" tree which allows it to establish faster than a ball and burlap packaged tree. The City will maintain the weeds and mulch ring for two years after planting. If the tree does not survive during that two year period, a new tree will be planted by the City and two more years of maintenance will follow.

At the October 19, 2023, Board meeting, please authorize donation of the above-referenced tree to the City for display in Market Square during the upcoming holiday season, and accept the donation of a replacement tree to be purchased and planted by the City at its expense in the spring of 2024.






## MOTION

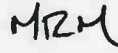
Director Ferrini:

The Pease Development Authority (“PDA”) Board of Directors hereby approves Lonza Biologics, Inc.’s request to construct catwalks at the cooling towers in the rear of its building facing the Iron Parcel and to construct a raised loading dock at the existing roll up door on the south facing wall of the building; all on terms and conditions set forth in the memorandum of Michael R. Mates, P.E., Director of Engineering, dated October 11, 2023, attached hereto.

N:\RESOLVES\2023\Lonza – Catwalk–Loading Dock (10–19–23).docx

## Memorandum

To: Paul E. Brean, Executive Director 

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

Date: October 11, 2023

Subject: Lonza Improvements

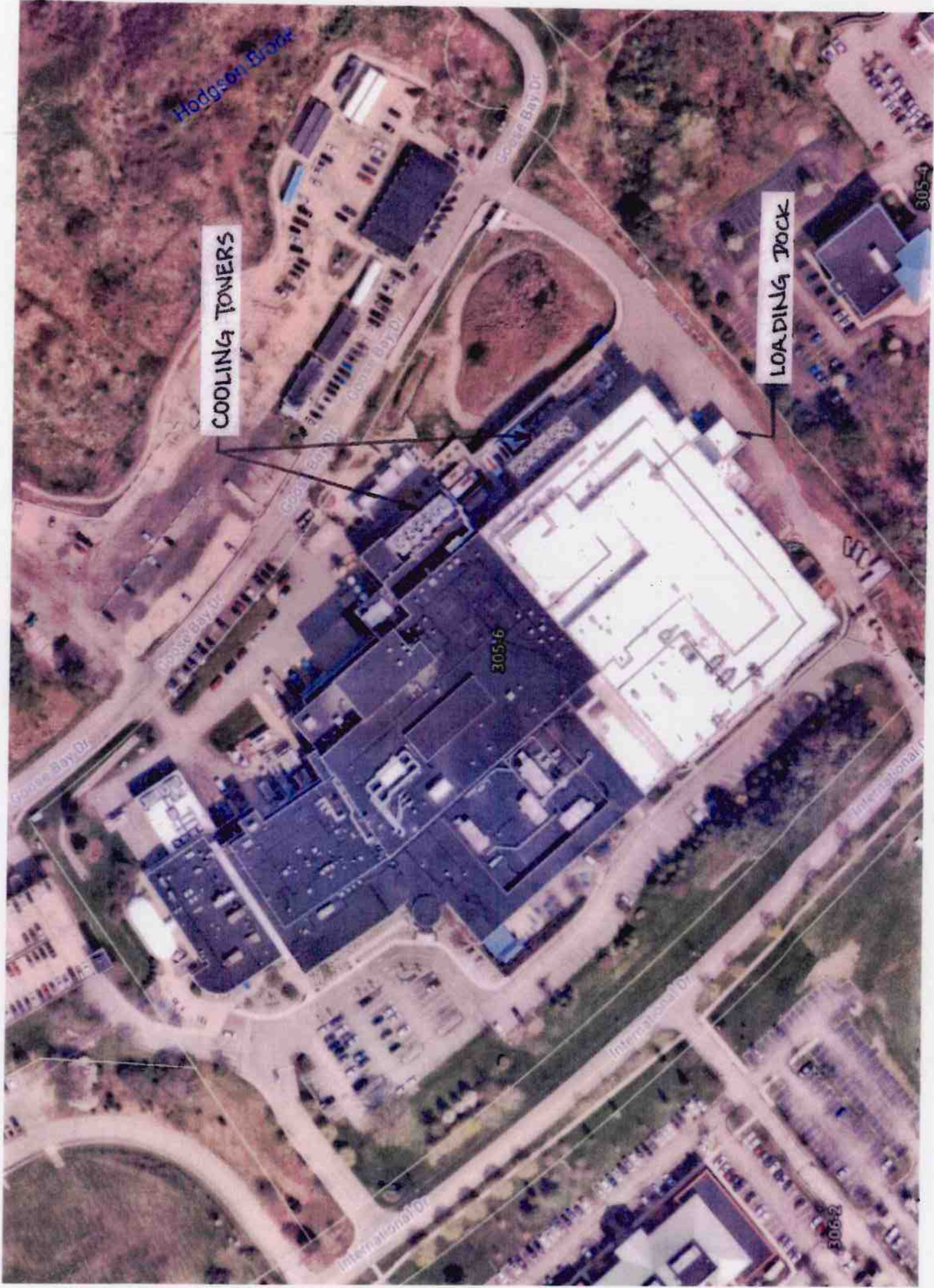
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Lonza is requesting approval to proceed with two projects at its building at 101 International Drive. The first project is to construct catwalks to provide access to cooling towers located at the rear of the building facing the Iron Parcel. The cooling towers require periodic maintenance that can be achieved more efficiently and with a higher degree of safety with the addition of these catwalks. While there is currently a raised platform system servicing certain areas of the cooling towers, this system will be expanded. The second project consists of **constructing** a raised loading dock adjacent to an existing roll up door at the south end of the building. The reinforced concrete dock would be approximately 8 feet wide by 26.5 feet long by four feet high and would have a removable metal handrail. The proposed configuration would allow easier truck access. The attached exhibits further describe the projects.

These projects are minor and will have little impact on the site or its aesthetics. However, it has been PDA practice to bring all exterior changes that can be seen from the street to the Board for approval. As such, please ask the Board to approve Lonza's projects to construct catwalks at the cooling towers in rear of its building, and to construct a raised loading dock at the existing roll up door on the south facing wall of the building. If approved, staff will conduct an administrative site review.

N:\ENGINEER\Board Memos\2023\Lonza catwalk-loading dock.docx





COOLING TOWERS

LOADING DOCK

305-6

Hodgson Blvd

Goose Bay Dr

Goose Bay Dr

Goose Bay Dr

International Dr

International Dr

305-4

305-2



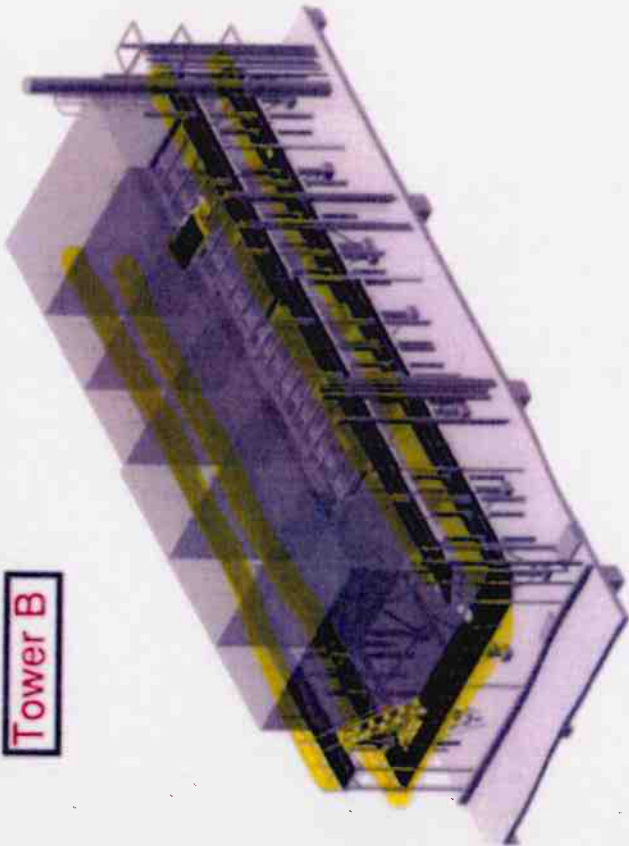
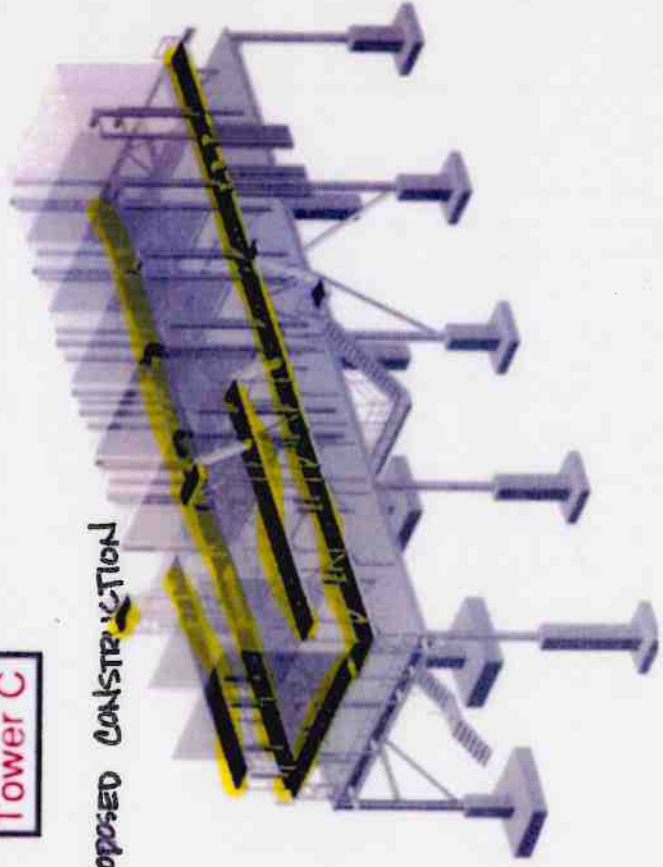
EXISTING CONDITIONS



Tower C

Tower B

PROPOSED CONSTRUCTION



COOLING TOWER CATWALKS







PEASE DEVELOPMENT AUTHORITY  
PORT COMMITTEE AGENDA

MONDAY OCTOBER 16, 2023 9:00 AM

DIVISION OF PORTS AND HARBORS  
PEASE DEVELOPMENT AUTHORITY BOARD ROOM  
55 INTERNATIONAL DR.  
PORTSMOUTH NH 03801

---

1. CALL TO ORDER
2. APPROVAL OF MINUTES OF THE APRIL 6, 2023 MEETING
3. PUBLIC COMMENT
4. NEW BUSINESS
  - a. Update on Pda 600 Administrative Rules, Conditional Approval Response
  - b. Discussion on Overnight Berthing and setting a fee for Overnight Recreational-Use Berthing
  - c. Update on Rye Fueling System-Recreational Pier
  - d. Port sponsorship of the USCG Cutter "William Sparling"
5. OLD BUSINESS
6. PRESS QUESTIONS
7. ADJOURNMENT

# Memorandum

**Date:** October 3, 2023  
**To:** Paul Brean, Executive Director  
**From:** Suzy Anzalone, Director of Finance *Suzy*  
**Re:** Executive Summary- Financial Reports

In anticipation of the upcoming October 19, 2023 Pease Development Authority Board meeting, the following is an Executive Summary of the financial results for the two months ended August 31, 2023:

## Consolidated Results

<b>Pease Development Authority - Consolidated</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	3,977	4,095	(117)
Operating Expenses	2,675	3,031	356
<b>Operating Income</b>	<b>1,303</b>	<b>1,064</b>	<b>239</b>
Depreciation	1,217	1,260	43
Non Oper. (Inc)/Exp	(119)	(14)	105
<b>Net Operating Income (Loss)</b>	<b>205</b>	<b>(182)</b>	<b>387</b>

Year-to-date consolidated operating revenues of \$4.0 million are unfavorable to budget by \$117,000 (2.9%) Wharfage and dockage fees, fuel sales, parking and pier usage fees represent the significant line items trending lower than budget. Offsetting this was higher revenue in fuel flowage fees, golf fees and golf merchandise.

Operating expenses of \$2.7 million are trending under budget by \$356,000 (11.7%) primarily due to expense underruns in full-time wages, employee benefits, general and administrative expenses, utilities, professional services and fuel purchases (due to lower fuel sales). Significant line items trending over budget on a year-to-date basis included part-time wages, overtime pay, airfield maintenance, soil and vegetation control, the purchase of paint for the PSM runway, and equipment parts.

Year-to-date net operating income was \$205,000, performing favorably against the budgeted loss of (\$182,000).

## Business Unit Performance

### Portsmouth Airport

<b>Portsmouth Airport ( PSM) incl Security</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	440	399	41
Operating Expenses	604	646	41
<b>Operating Income</b>	<b>(165)</b>	<b>(247)</b>	<b>82</b>
Depreciation	721	787	66
Non Oper. (Inc)/Exp	(0)	0	0
<b>Net Operating Income (Loss)</b>	<b>(885)</b>	<b>(1,034)</b>	<b>148</b>

Year-to-date revenues for the Portsmouth Airport are higher than budget by \$41,000, mainly attributable to fuel flowage fees. Airport operating expense on a year-to- date basis are under budget by 6.4% (\$41,000) and include cost underruns in law enforcement security expense, (mainly due to fluctuating billing cycles from the City of Portsmouth police department), IT expenses and utilities.

### Skyhaven Airport

<b>Skyhaven ( DAW)</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	38	40	(2)
Operating Expenses	60	41	(19)
<b>Operating Income</b>	<b>(22)</b>	<b>(1)</b>	<b>(21)</b>
Depreciation	70	79	8
Non Oper. (Inc)/Exp	(32)	0	32
<b>Net Operating Income (Loss)</b>	<b>(60)</b>	<b>(79)</b>	<b>19</b>

Year-to-date operating revenues at Skyhaven performed slightly under budget (\$2,000 unfavorable) due to lower fuel sales in July. As you may recall, our fuel dispenser was out of operation for part of July due to a lightning strike. However, August fuel sales were slightly higher than prior year totaling 1,357 gallons vs. 1,266 gallons in FY23. Year-to-date operating expenses are over budget by \$19,000. We are now fully staffed and as such, total part-time wages for August were higher than usual as the new team worked to catch up on various maintenance needs. We also incurred significant expenses for repairs due to the lightning strike in June.

### Tradeport

<b>Tradeport</b>			
(\$ 000's)	YTD Actual	YTD Budget	Variance Fav (unfav)
Operating Revenues	1,847	1,840	6
Operating Expenses	77	104	27
<b>Operating Income</b>	<b>1,770</b>	<b>1,736</b>	<b>34</b>
Depreciation	131	138	7
Non Oper. (Inc)/Exp	0	0	0
<b>Net Operating Income (Loss)</b>	<b>1,639</b>	<b>1,598</b>	<b>41</b>

Year-to-date revenues at the Tradeport are performing favorably by \$6,000 as facilities rent is trending slightly higher than budget. Expenses are trending under budget by \$27,000 year-to-date as we are experiencing cost underruns in building and facilities expenditures.



**Golf Course**

**Pease Golf Course**

(\$ 000's)	YTD	YTD	Variance Fav (unfav)
	Actual	Budget	
Operating Revenues	1,118	1,042	76
Operating Expenses	566	545	(20)
<b>Operating Income</b>	<b>552</b>	<b>496</b>	<b>56</b>
Depreciation	63	64	0
Non Oper. (Inc)/Exp	(70)	(0)	70
<b>Net Operating Income (Loss)</b>	<b>559</b>	<b>433</b>	<b>126</b>

Year-to-date revenue at the golf course is trending higher than budget by \$76,000 (7.3%) driven by higher revenue in golf fees and merchandise sales. Expenses are trending over budget by \$20,000 (3.7%) mainly associated with higher turf maintenance costs and seasonal wages.

**Division of Ports and Harbors-Unrestricted**

**Division of Ports and Harbors (Unrestricted)**

(\$ 000's)	YTD	YTD	Variance Fav (unfav)
	Actual	Budget	
Operating Revenues	510	744	(234)
Operating Expenses	513	700	187
<b>Operating Income</b>	<b>(3)</b>	<b>44</b>	<b>(47)</b>
Depreciation	203	165	(38)
Non Oper. (Inc)/Exp	(15)	(0)	15
<b>Net Operating Income (Loss)</b>	<b>(191)</b>	<b>(121)</b>	<b>(70)</b>

Year-to-date unrestricted operating revenues for the DPH were \$234,000 (31.4%) lower than budget mainly due to lower wharfage and dockage fees and fuel sales. These line items can experience seasonal fluctuations (with fuel sales also impacted by weather conditions) and may trend closer to budget as the year progresses. Operating expense are trending under budget by \$187,000 (26.7%) mainly due to lower fuel purchases, and to a lesser extent by lower facilities expenses, utilities and wages and benefits expenses.

**Balance Sheet/Statement of Net Position (Consolidated)**

(\$ 000's)	As of 8/31/2023	As of 8/31/2022
<b>Assets</b>		
Current Assets	21,713	19,622
Restricted Assets	1,484	1,444
Non-Current Assets	309,375	292,850
<b>Total Assets</b>	<b>332,572</b>	<b>313,916</b>
<b>Deferred Outflows of Resources</b>	<b>3,049</b>	<b>3,705</b>
<b>Liabilities</b>		
Current Liabilities	3,918	3,435
Non-Current Liabilities	11,471	12,004
<b>Total Liabilities</b>	<b>15,389</b>	<b>15,439</b>
<b>Deferred Inflows of Resources</b>	<b>212,260</b>	<b>201,506</b>
<b>Net Position</b>		
Net Invest. in Cap Assets	97,591	95,047
Restricted	1,317	1,290
Unrestricted	9,064	4,339
<b>Total Net Position</b>	<b>107,972</b>	<b>100,676</b>



The August balance sheet consists of \$21.7 million in current assets which include \$15 million in unrestricted cash (both PDA and DPH), \$5.9 million in trade and lease receivables, and 0.8 million in inventory and prepaid expenses. Restricted assets total \$1.6 million and consist primarily of the Revolving Loan Fund.

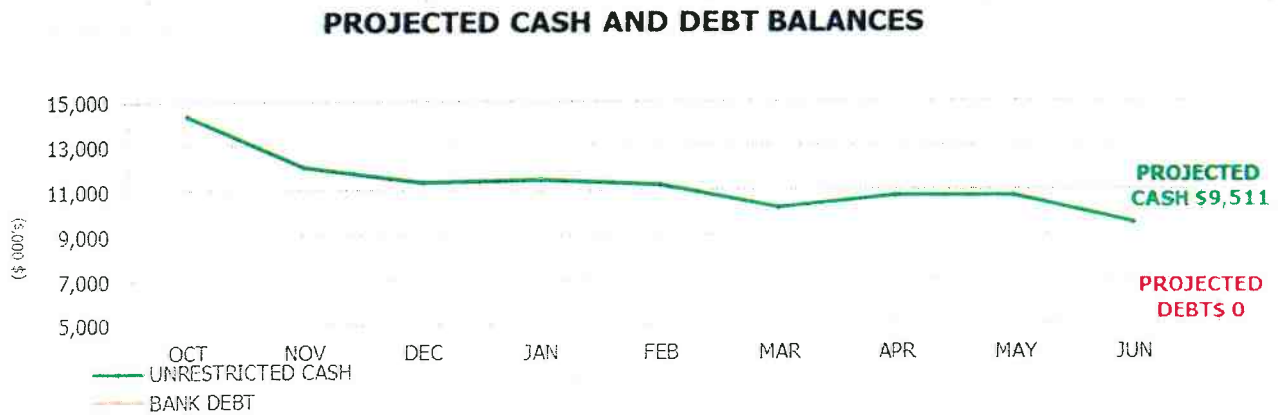
Non-current assets of \$309.4 million are comprised of long-term receivables (\$211.7 million) representing the present value of lease payments under GASB 87 for the remaining terms of all active long-term lease agreements. The remaining \$97.7 million is comprised of fixed assets and construction in process, net of accumulated depreciation. Year-to-date capital expenditures totaled \$799,000, with the majority of costs paid out toward the rehabilitation of the Main Pier at Market Street (BUILD grant project).

Current liabilities of \$3.9 million represent trade accounts payable, retainage and various accrued expenses. Non-current liabilities of \$11.4 million represent the current pension and OPEB liability of \$11.1 million and \$0.3 million in long term liabilities. The Deferred Inflow of Resources of \$212.3 million reflect the present value of expected lease revenue for the remaining terms of all active long-term lease agreements due to the adoption of GASB 87 in FY21.

**Cash Flow Projections for the Nine Month Period Ending June, 2024 (Excluding Division of Ports and Harbors)**

During the next nine-month period, cash inflows are projected at \$18.0 million, mainly provided by operating revenues but also include \$3.9 million in grant funding.

Cash outflows of \$22.6 million during this same period incorporate \$9.3 million in both grant and non-grant related expenditures, as well as outflows from normal operating expenses. Current projections indicate that we will not need to draw on our line of credit over the next nine months, and we expect unrestricted cash to decrease to \$9.5 million. This could vary however, as we prioritize capital expenditures in the upcoming months. 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  
FY2024 FINANCIAL REPORT  
FOR THE TWO MONTH PERIOD  
ENDING AUGUST 31, 2023**



**BOARD OF DIRECTORS MEETING  
OCTOBER 19, 2023**



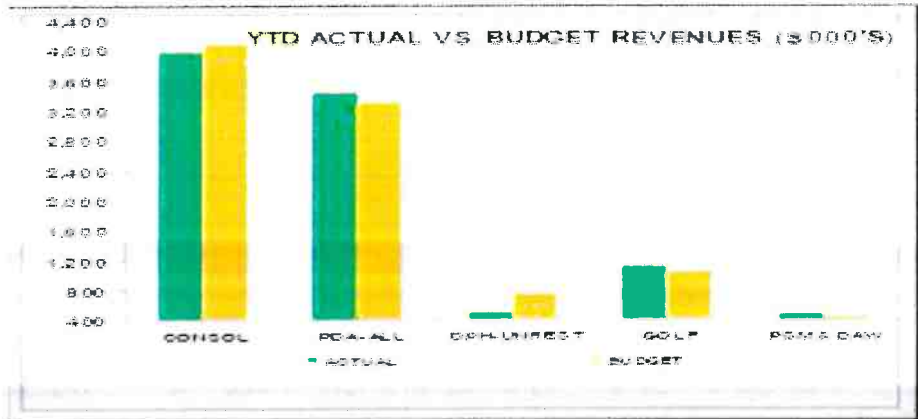
# PEASE DEVELOPMENT AUTHORITY

## Revenues and Expenditures –Two Months Ended August 31, 2023

**Trends:**

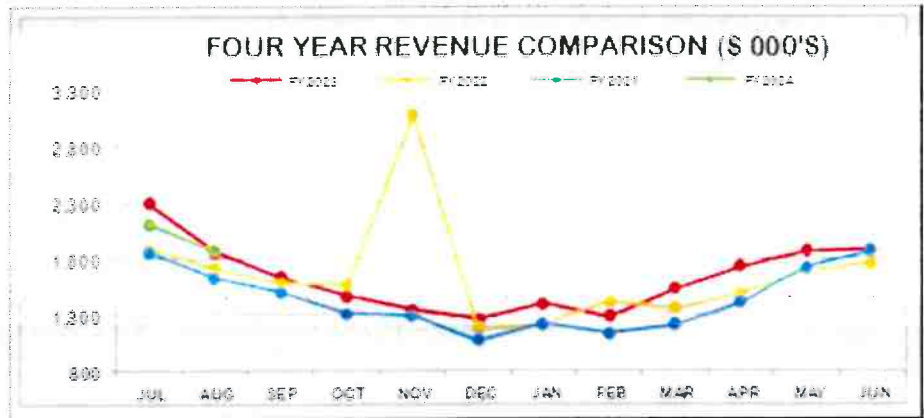
**YTD revenue lower by (2.9)%:**

- Wharfage and Dockage fees, Fuel Sales, Parking, Registration fees trending lower than budget.
- Offset by higher revenue in fuel flowage fees and golf fees.



**Trends:**

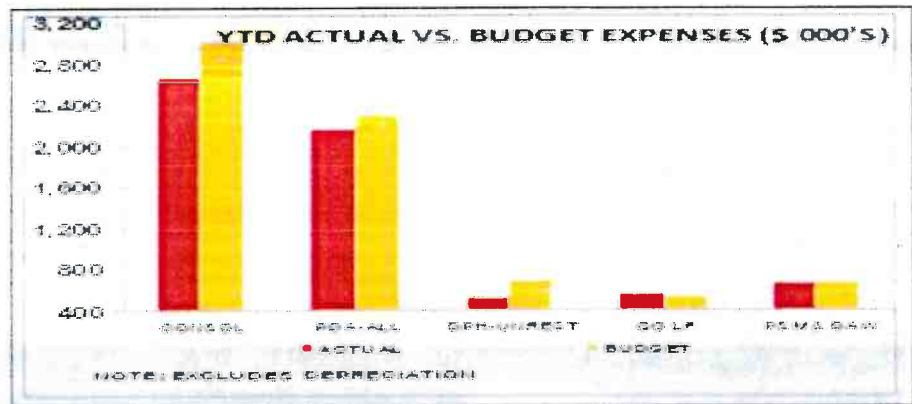
- **November 2021** includes sale of 30 NH Ave
- **July revenues** include annual rent payment-Great Bay Comm. College
- **June revenues** include increase in Golf fee revenue



**Trends:**

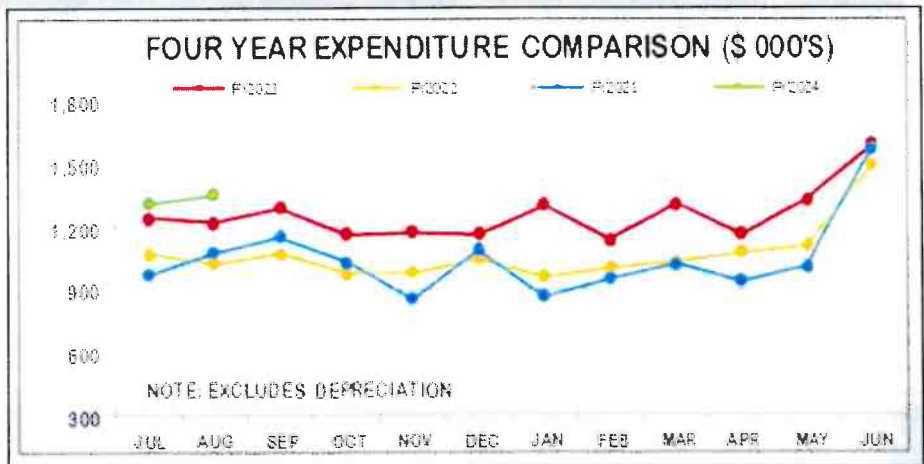
**YTD Operating Expenses lower by 11.7%:**

- Wages & Benefits, Utilities, Professional Svcs., Fuel Purchases trending lower than budget.
- Offset by cost overruns in Airfield Maintenance, Equipment Maintenance and Soil & Vegetation Control



**Trends:**

**June 2020-June 2023 – Retirement OPEB year end adjustments**





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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
<b>FACILITY RENTAL</b>								
FACILITIES	\$950,334	\$948,946	\$1,387	0.1%	\$2,066,530	\$2,057,025	\$9,505	0.5%
CARGO AND HANGARS	14,482	14,461	20	0.1%	29,466	29,084	382	1.3%
	<u>964,816</u>	<u>963,407</u>	<u>1,408</u>	<u>0.1%</u>	<u>2,095,996</u>	<u>2,086,109</u>	<u>9,888</u>	<u>0.5%</u>
CONCESSION REVENUE	51,387	75,465	(24,077)	(31.9%)	133,107	135,771	(2,663)	(2.0%)
<b>FEE REVENUE</b>								
AVIATION FEES	-	-	-	-	-	-	-	-
FUEL FLOWAGE	67,485	64,581	2,904	4.5%	184,297	127,619	56,678	44.4%
PSM SALEO REVENUE	6,234	1,833	4,401	240.0%	6,234	3,667	2,567	70.0%
PSM SECURITY REVENUE	2,615	1,917	698	36.4%	3,950	3,833	117	3.0%
GOLF FEES	399,796	340,829	58,967	17.3%	776,936	703,307	73,629	10.5%
GOLF SIMULATORS	1,107	401	706	176.0%	2,886	2,420	466	19.2%
GOLF MEMBERSHIPS	50,689	50,625	64	0.1%	101,378	101,250	128	0.1%
GOLF LESSONS	6,972	5,658	1,314	23.2%	16,850	16,765	85	0.5%
MOORING FEES	37,677	39,583	(1,907)	(4.8%)	75,354	79,167	(3,813)	(4.8%)
PARKING	53,330	58,857	(5,526)	(9.4%)	115,343	122,118	(6,775)	(5.5%)
PIER USAGE FEES	4,648	9,167	(4,519)	(49.3%)	12,789	18,333	(5,544)	(30.2%)
REGISTRATIONS	27,022	18,917	8,105	42.8%	39,717	37,833	1,884	5.0%
TERMINAL FEES	-	-	-	-	-	-	-	-
WHARFAGE AND DOCKAGE	(500)	51,667	(52,167)	(101.0%)	-	103,334	(103,334)	(100.0%)
	<u>657,075</u>	<u>644,035</u>	<u>13,039</u>	<u>2.0%</u>	<u>1,335,734</u>	<u>1,319,646</u>	<u>16,088</u>	<u>1.2%</u>
FUEL SALES	98,452	177,665	(79,214)	(44.6%)	217,691	364,930	(147,239)	(40.3%)
<b>INTEREST INCOME</b>								
LOAN INTEREST	2,028	3,000	(972)	(32.4%)	4,727	6,000	(1,273)	(21.2%)
<b>OTHER REVENUES</b>								
MERCHANDISE	62,832	47,144	15,689	33.3%	110,764	98,160	12,604	12.8%
ALL OTHER	35,905	31,791	4,114	12.9%	79,324	83,887	(4,563)	(5.4%)
	<u>98,737</u>	<u>78,935</u>	<u>(19,803)</u>	<u>(25.1%)</u>	<u>190,088</u>	<u>182,047</u>	<u>(8,041)</u>	<u>(4.4%)</u>
<b>TOTAL OPERATING REVENUE</b>	<b>1,872,495</b>	<b>1,942,507</b>	<b>(70,013)</b>	<b>(3.6%)</b>	<b>3,977,343</b>	<b>4,094,503</b>	<b>(117,161)</b>	<b>(2.9%)</b>
<b>OPERATING EXPENSES</b>								
<b>WAGES AND FRINGE BENEFITS</b>								
<b>WAGES</b>								
BENEFITED REGULAR	427,098	407,031	(20,067)	(4.9%)	817,300	858,655	41,355	4.8%
BENEFITED OVERTIME	19,192	10,728	(8,464)	(78.9%)	37,437	26,418	(11,019)	(41.7%)
NON-BENEFITED REGULAR	140,498	111,989	(28,509)	(25.5%)	266,259	234,354	(31,906)	(13.6%)
NON-BENEFITED OVERTIME	1,409	2,891	1,482	51.3%	4,829	6,701	1,872	27.9%
ACCRUED VACATION BENEFITS	(4,251)	250	4,501	1800.3%	(4,771)	500	5,271	1054.1%
ACCRUED SICK TIME BENEFITS	934	333	(601)	(180.2%)	4,237	667	(3,570)	(535.5%)
	<u>584,880</u>	<u>533,222</u>	<u>(51,658)</u>	<u>(9.7%)</u>	<u>1,125,291</u>	<u>1,127,295</u>	<u>2,003</u>	<u>0.2%</u>
WAGE TRANSFERS OUT	-	-	-	-	-	-	-	-
	<u>584,880</u>	<u>533,222</u>	<u>(51,658)</u>	<u>(9.7%)</u>	<u>1,125,291</u>	<u>1,127,295</u>	<u>2,003</u>	<u>0.2%</u>
<b>BENEFITS</b>								
DENTAL INSURANCE	5,514	6,971	1,457	20.9%	10,935	13,943	3,008	21.6%
HEALTH INSURANCE	107,812	115,305	7,493	6.5%	212,823	230,609	17,786	7.7%
LIFE INSURANCE	2,208	2,987	779	26.1%	3,505	5,974	2,469	41.3%
NEW HAMPSHIRE RETIREMENT	53,427	65,342	11,915	18.2%	105,935	130,685	24,750	18.9%
POST RETIREMENT BENEFITS	10,922	12,015	1,092	9.1%	21,845	24,029	2,184	9.1%
EMPLOYEE DRUG TEST	-	170	170	100.0%	257	340	83	24.4%
OPEB EXPENSE	-	-	-	-	-	-	-	-
EMPLOYER FICA	43,770	40,368	(3,402)	(8.4%)	83,876	85,436	1,560	1.8%
UNEMPLOYMENT INS	-	-	-	-	-	-	-	-
	<u>223,653</u>	<u>243,158</u>	<u>19,504</u>	<u>8.0%</u>	<u>439,176</u>	<u>491,016</u>	<u>51,840</u>	<u>10.6%</u>
BENEFIT TRANSFERS OUT	-	-	-	-	-	-	-	-
	<u>223,653</u>	<u>243,158</u>	<u>19,504</u>	<u>8.0%</u>	<u>439,176</u>	<u>491,016</u>	<u>51,840</u>	<u>10.6%</u>
<b>TOTAL WAGES &amp; BENEFITS</b>	<b>808,533</b>	<b>776,380</b>	<b>(32,155)</b>	<b>(4.1%)</b>	<b>1,564,467</b>	<b>1,618,311</b>	<b>53,843</b>	<b>3.3%</b>

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

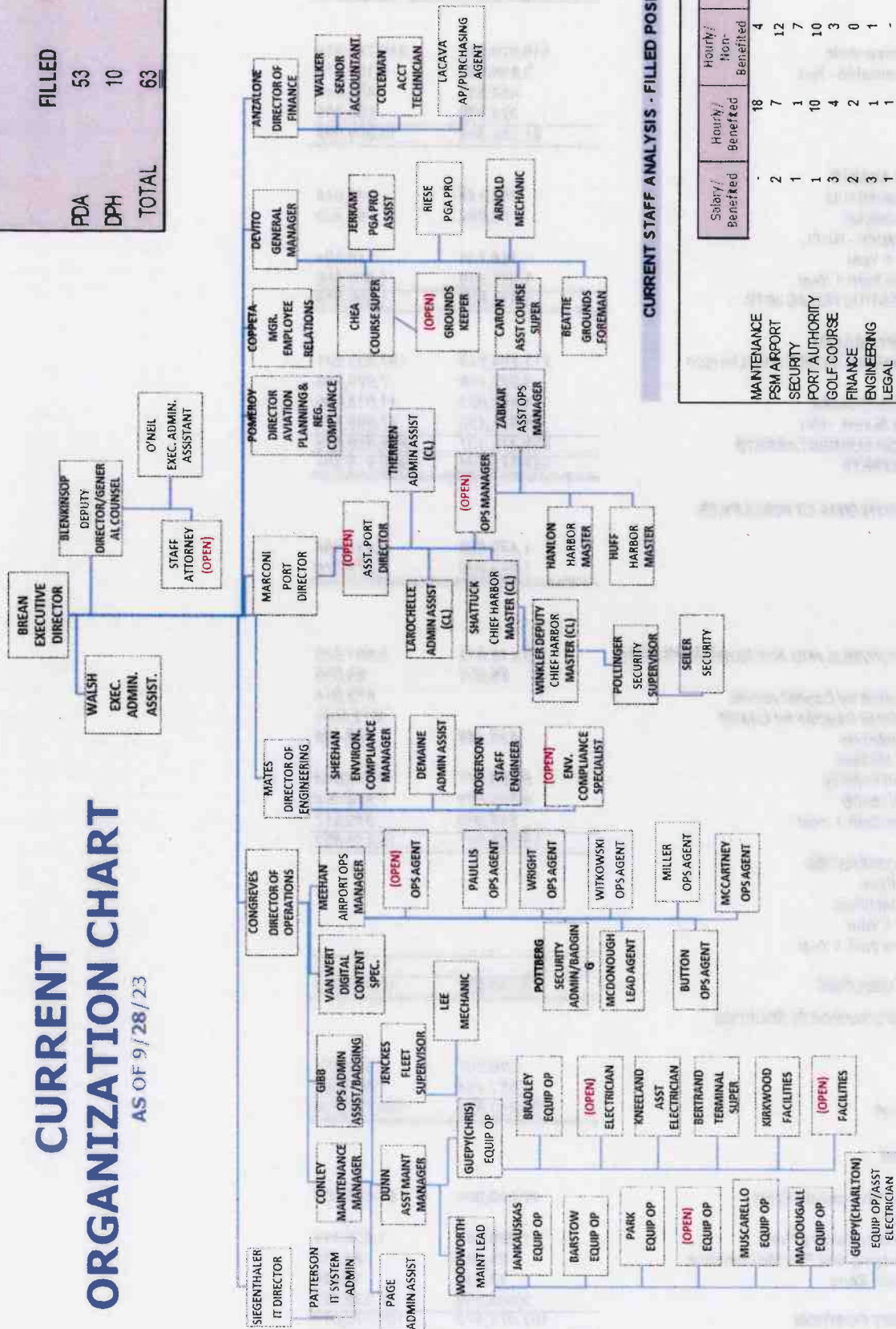
	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>BUILDING AND FACILITIES</b>								
AIRFIELD MAINTENANCE	13,667	4,875	(8,792)	(180.3%)	24,154	9,750	(14,404)	(147.7%)
COVID-19	-	-	-	-	-	-	-	-
SOIL & VEGETATION CONTROL	4,886	10,588	5,701	53.8%	33,123	21,175	(11,948)	(56.4%)
ENVIRONMENTAL TESTING	4,630	14,398	9,768	67.8%	8,871	28,796	19,925	69.2%
EQUIPMENT MAINTENANCE	40,606	33,298	(7,307)	(21.9%)	74,840	67,521	(7,319)	(10.8%)
FACILITIES MAINTENANCE	83,025	95,739	12,714	13.3%	178,417	181,478	3,062	1.7%
LANDSCAPING	3,928	3,666	(262)	(7.1%)	11,079	7,962	(3,117)	(39.2%)
NAVIGATION MAINTENANCE	-	4,792	4,792	100.0%	710	9,583	8,873	92.6%
OTHER EXPENSES	-	-	-	-	-	-	-	-
SECURITY	8,585	27,105	18,520	68.3%	17,157	31,389	14,232	45.3%
SNOW REMOVAL	-	-	-	-	-	-	-	-
EXPENSE TRANSFERS	-	-	-	-	-	-	-	-
	159,327	194,461	35,134	18.1%	348,351	357,654	9,304	2.6%
WAGE & BENEFIT TRANSFER IN	-	-	-	-	-	-	-	-
	159,327	194,461	35,134	18.1%	348,351	357,654	9,304	2.6%
<b>GENERAL AND ADMINISTRATIVE</b>								
BAD DEBT EXPENSE	-	-	-	-	-	-	-	-
BANK FEES	18,126	19,622	1,496	7.6%	38,304	40,002	1,697	4.2%
COMPUTER EXPENSES	2,524	9,167	6,643	72.5%	6,186	18,333	12,147	66.3%
DISCOUNTS AND LATE FEES	(512)	(189)	323	(170.8%)	(910)	(378)	532	(140.5%)
EQUIPMENT UNDER \$5,000	7,438	8,178	740	9.1%	19,359	16,736	(2,623)	(15.7%)
FEES AND LICENSES	5,414	6,546	1,132	17.3%	9,268	12,890	3,621	28.1%
INSURANCE	35,505	35,833	328	0.9%	71,010	71,208	198	0.3%
OFFICE EQUIPMENT	1,782	1,922	140	7.3%	4,188	3,843	(344)	(9.0%)
PROFESSIONAL DEVELOPMENT	797	4,393	3,595	81.9%	1,583	8,785	7,202	82.0%
SUPPLIES	8,129	7,092	(1,036)	(14.6%)	17,307	14,185	(3,122)	(22.0%)
TELEPHONES AND COMMUNICATIONS	15,210	17,075	1,865	10.9%	30,426	34,150	3,724	10.9%
TRAVEL AND MILEAGE	2,787	3,192	404	12.7%	3,008	6,383	3,375	52.9%
OTHER EXPENSES	2,542	5,777	3,235	56.0%	3,884	11,554	7,670	66.4%
	99,742	118,608	18,864	15.9%	203,613	237,691	34,077	14.3%
<b>UTILITIES</b>								
ELECTRICITY	70,100	84,777	14,677	17.3%	132,902	165,863	32,962	19.9%
ELECTRICITY TRANSFERS	-	-	-	-	-	-	-	-
HEATING OIL	-	49	49	100.0%	-	49	49	100.0%
NATURAL GAS	1,290	1,231	(59)	(4.8%)	3,030	2,543	(487)	(19.1%)
NATURAL GAS TRANSFERS	-	-	-	-	-	-	-	-
PROPANE	6,271	2,902	(3,369)	(116.1%)	8,615	4,895	(3,720)	(76.0%)
WASTE REMOVAL	5,776	3,731	(2,045)	(54.8%)	11,611	18,346	6,735	36.7%
WASTE REMOVAL TRANSFERS	-	-	-	-	-	-	-	-
WATER	3,262	9,038	5,776	63.9%	6,473	22,909	16,436	71.7%
WATER TRANSFERS	-	-	-	-	-	-	-	-
	86,699	101,728	15,028	14.8%	162,631	214,605	51,975	24.2%
<b>PROFESSIONAL SERVICES</b>								
AUDIT	9,223	9,692	469	4.8%	18,446	19,383	938	4.8%
INFORMATION TECHNOLOGY	10,922	13,790	2,868	20.8%	22,259	27,580	5,322	19.3%
LEGAL	5,017	15,600	10,583	67.8%	15,992	31,200	15,208	48.7%
LEGAL PERMIT IMPLEMENT	13,021	14,583	1,562	10.7%	13,021	29,167	16,146	55.4%
ADMINISTRATIVE SERVICES	4,018	16,617	12,599	75.8%	8,709	33,235	24,526	73.8%
	42,201	70,282	28,081	40.0%	78,427	140,565	62,138	44.2%
<b>MARKETING AND PROMOTION</b>								
ADVERTISING	4,408	3,242	(1,166)	(36.0%)	7,573	6,484	(1,089)	(16.8%)
OTHER MARKETING	13,700	20,783	7,082	34.1%	26,951	41,565	14,614	35.2%
FLIGHT INCENTIVES	-	-	-	-	-	-	-	-
	18,108	24,025	5,916	24.6%	34,524	48,049	13,525	28.1%
<b>OTHER OPERATING EXPENSES</b>								
COAST TROLLEY	10,000	10,000	-	-	20,000	20,000	-	-
FUEL	70,035	135,214	65,179	48.2%	152,286	278,588	126,302	45.3%
GOLF CART LEASE	20,717	20,717	0	0.0%	41,799	41,434	(365)	(0.9%)
MERCHANDISE	41,802	35,358	(6,444)	(18.2%)	68,516	73,620	5,104	6.9%
	142,554	201,289	58,735	29.2%	282,601	413,642	131,042	31.7%
<b>TOTAL OPERATING EXPENSES</b>	<b>1,357,164</b>	<b>1,486,773</b>	<b>129,603</b>	<b>8.7%</b>	<b>2,674,614</b>	<b>3,030,617</b>	<b>355,905</b>	<b>11.7%</b>
<b>OPERATING INCOME/(LOSS)</b>	<b>515,331</b>	<b>455,734</b>	<b>59,590</b>	<b>13.1%</b>	<b>1,302,729</b>	<b>1,063,986</b>	<b>238,744</b>	<b>22.4%</b>
DEPRECIATION	607,189	633,036	25,847	4.1%	1,216,748	1,259,938	43,190	3.4%
AMORTIZATION	-	-	-	-	-	-	-	-
<b>NON-OPERATING (INCOME)/EXPENSES</b>								
INTEREST EXPENSE	-	833	833	100.0%	-	1,667	1,667	100.0%
INTEREST INCOME	(46,680)	(7,735)	38,945	(503.5%)	(86,582)	(15,471)	71,111	(459.7%)
NON-OPERATING GRANT FUNDING	(32,000)	-	32,000	-	(32,000)	-	32,000	-
GAIN/LOSS ON ASSETS	-	-	-	-	-	-	-	-
OTHER NON-OPERATING	-	-	-	-	-	-	-	-
	(78,680)	(6,902)	71,778	(1040.0%)	(118,582)	(13,804)	104,778	(759.0%)
<b>NET OPERATING INCOME/(LOSS)</b>	<b>(13,178)</b>	<b>(170,400)</b>	<b>157,215</b>	<b>(92.3%)</b>	<b>204,563</b>	<b>(182,148)</b>	<b>386,712</b>	<b>(212.3%)</b>



# CURRENT ORGANIZATION CHART

AS OF 9/28/23

TOTAL BENEFITED POSITIONS		
	FILLED	OPEN
PDA	53	7
DPH	10	2
TOTAL	63	9



CURRENT STAFF ANALYSIS - FILLED POSITIONS

	Salary/ Benefited	Hourly/ Benefited	Hourly/ Non-Benefited	Seasonal	TOTAL
MAINTENANCE	2	18	4	4	26
PSM AIRPORT SECURITY	1	7	12	-	21
PORT AUTHORITY GOLF COURSE	3	10	10	24	45
FINANCE	2	4	3	56	66
ENGINEERING	3	2	0	-	4
LEGAL	1	1	1	-	5
DAW AIRPORT	-	-	4	-	2
TECHNOLOGY	1	1	-	-	2
HUMAN RESOURCES	1	-	-	-	1
MARKETING EXECUTIVE	0	-	-	-	1
	1	1	-	-	2
<b>TOTAL</b>	<b>16</b>	<b>47</b>	<b>41</b>	<b>84</b>	<b>188</b>

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

	2024	2023
	Ending	Ending
<b>ASSETS</b>		
Cash and Investments	\$15,020,627	\$10,796,026
Accounts Receivable - Net	5,885,950	8,103,678
Inventories	452,517	405,044
Prepays	225,499	204,085
	<u>21,584,593</u>	<u>19,508,832</u>
<b>RESTRICTED ASSETS</b>		
Cash and Investments	384,149	341,048
Current Receivables	62,062	62,239
Loans Receivable - NHFL		
Due within 1 Year	128,744	113,204
Due in more than 1 Year	1,037,549	1,040,466
<b>TOTAL RESTRICTED ASSETS</b>	<u>1,612,504</u>	<u>1,556,958</u>
<b>NON-CURRENT ASSETS</b>		
Leases Receivable-Net of Current Portion	211,784,243	197,230,941
Land	7,520,786	7,520,786
Construction-in-Process	4,498,653	11,018,030
Other Capital Assets - Net	85,571,425	77,080,714
<b>TOTAL NON-CURRENT ASSETS</b>	<u>309,375,107</u>	<u>292,850,472</u>
<b>TOTAL ASSETS</b>	<u>332,572,204</u>	<u>313,916,262</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension	1,426,696	1,424,984
OPEB	1,621,805	2,279,876
	<u>3,048,501</u>	<u>3,704,860</u>
<b>LIABILITIES</b>		
<b>ACCOUNTS PAYABLE AND ACCRUED EXPENSES</b>		
Retainage	66,301	85,000
Accounts Payable for Capital Assets		572,928
Offset to Accounts Payable for Capital		(572,928)
Unearned Revenues	433,749	458,138
Long-Term Liabilities		
Net Pension Liability	5,286,773	4,279,644
Net OPEB Liability	5,835,603	7,378,664
Due in more than 1 Year	348,463	345,817
	<u>15,388,901</u>	<u>15,438,802</u>
<b>RESTRICTED LIABILITIES</b>		
Current Liabilities		
Long-Term Liabilities		
Due within 1 Year		
Due in more than 1 Year		
<b>TOTAL LIABILITIES</b>	<u>15,388,901</u>	<u>15,438,802</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension	228,607	1,382,954
OPEB	2,087,794	1,651,884
Lease Revenue	209,943,833	198,471,605
	<u>210,260,234</u>	<u>1,933,238</u>
<b>NET POSITION</b>		
Net Investment in Capital Assets	97,590,864	95,046,603
Restricted For:		
Revolving Loan Fishery Fund	1,269,952	1,252,412
Harbor Dredging and Pier Maintenance	29,362	24,815
Foreign Trade Zone	17,433	12,920
Unrestricted	9,063,959	4,339,127
<b>TOTAL NET POSITION</b>	<u>107,971,570</u>	<u>100,675,877</u>

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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$96,461	\$97,518	(\$1,057)	(1.1%)	\$154,686	\$154,070	\$616	0.4%
CARGO AND HANGARS	\$2,722	\$2,689	\$33	1.2%	\$5,382	\$5,324	\$58	1.1%
CONCESSION REVENUE	\$1,096	\$18,303	(\$17,207)	(94.0%)	\$6,325	\$20,047	(\$13,722)	(68.4%)
FEE REVENUE	\$92,265	\$91,356	\$909	1.0%	\$238,151	\$186,908	\$51,243	27.4%
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	\$33,156	\$16,250	\$16,906	104.0%	\$35,341	\$32,500	\$2,841	8.7%
<b>TOTAL OPERATING REVENUES</b>	<b>225,700</b>	<b>226,116</b>	<b>(416)</b>	<b>(0.2%)</b>	<b>439,885</b>	<b>398,849</b>	<b>41,036</b>	<b>10.3%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	125,200	114,661	(10,539)	(9.2%)	240,782	241,327	545	0.2%
BUILDING AND FACILITIES	82,457	101,918	19,461	19.1%	180,542	171,938	(8,604)	(5.0%)
GENERAL AND ADMINISTRATIVE	34,754	44,869	10,115	22.5%	67,294	89,288	21,994	24.6%
UTILITIES	46,649	55,348	8,699	15.7%	86,712	110,039	23,327	21.2%
PROFESSIONAL SERVICES	5,561	9,316	3,755	40.3%	10,917	18,634	7,717	41.4%
MARKETING AND PROMOTION	8,789	7,292	(1,497)	(20.5%)	18,241	14,583	(3,658)	(25.1%)
OTHER OPERATING EXPENSES								
<b>TOTAL OPERATING EXPENSES</b>	<b>303,410</b>	<b>333,404</b>	<b>29,994</b>	<b>9.0%</b>	<b>604,488</b>	<b>645,809</b>	<b>41,321</b>	<b>6.4%</b>
<b>OPERATING INCOME</b>	<b>(77,710)</b>	<b>(107,288)</b>	<b>29,578</b>	<b>27.6%</b>	<b>(164,603)</b>	<b>(246,960)</b>	<b>82,357</b>	<b>33.3%</b>
NON-OPERATING (INCOME) EXPENSE	(2)	0	2	-	(2)	0	2	-
DEPRECIATION	360,493	397,059	36,566	9.2%	720,860	786,790	65,930	8.4%
<b>NET OPERATING INCOME</b>	<b>(438,201)</b>	<b>(504,347)</b>	<b>(66,146)</b>	<b>13.1%</b>	<b>(885,461)</b>	<b>(1,033,750)</b>	<b>(148,289)</b>	<b>14.3%</b>

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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS	11,760	11,772	(12)	(0.1%)	24,084	23,760	324	1.4%
CONCESSION REVENUE		267	(267)	(100.0%)		533	(533)	(100.0%)
FEE REVENUE								
FUEL SALES	8,069	7,818	251	3.2%	13,857	15,609	(1,752)	(11.2%)
INTEREST								
MERCHANDISE								
OTHER REVENUE	(50)	92	(142)	(154.5%)	(50)	183	(233)	(127.3%)
<b>TOTAL OPERATING REVENUES</b>	<b>19,779</b>	<b>19,949</b>	<b>(169)</b>	<b>(0.8%)</b>	<b>37,891</b>	<b>40,085</b>	<b>(2,194)</b>	<b>(5.5%)</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	13,812	3,931	(9,882)	(251.4%)	19,158	7,958	(11,200)	(140.7%)
BUILDING AND FACILITIES	11,409	3,595	(7,814)	(217.4%)	16,707	7,190	(9,517)	(132.4%)
GENERAL AND ADMINISTRATIVE	3,745	3,686	(59)	(1.6%)	7,549	7,373	(176)	(2.4%)
UTILITIES	1,707	1,626	(81)	(5.0%)	3,477	3,393	(85)	(2.5%)
PROFESSIONAL SERVICES	516	1,028	512	49.8%	1,627	2,057	429	20.9%
MARKETING AND PROMOTION		125	125	100.0%		250	250	100.0%
OTHER OPERATING EXPENSES	6,664	6,254	(410)	(6.6%)	11,315	12,487	1,172	9.4%
<b>TOTAL OPERATING EXPENSES</b>	<b>37,853</b>	<b>20,245</b>	<b>(17,609)</b>	<b>(87.0%)</b>	<b>59,833</b>	<b>40,708</b>	<b>(19,127)</b>	<b>(47.0%)</b>
<b>OPERATING INCOME</b>	<b>(18,074)</b>	<b>(296)</b>	<b>(17,778)</b>	<b>5990.0%</b>	<b>(21,942)</b>	<b>(623)</b>	<b>(21,321)</b>	<b>3432.2%</b>
NON-OPERATING (INCOME) EXPENSE	(32,000)		32,000	-	(32,000)		32,000	-
DEPRECIATION	35,100	39,328	4,228	10.8%	70,200	78,656	8,456	10.8%
<b>NET OPERATING INCOME</b>	<b>(21,174)</b>	<b>(39,624)</b>	<b>18,450</b>	<b>(46.6%)</b>	<b>(60,142)</b>	<b>(79,279)</b>	<b>19,135</b>	<b>(24.1%)</b>

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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$820,518	\$818,484	\$2,034	0.2%	\$1,841,978	\$1,835,959	\$6,019	0.3%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	2,312	2,083	229	11.0%	4,625	4,167	458	11.0%
<b>TOTAL OPERATING REVENUES</b>	<b>822,830</b>	<b>820,567</b>	<b>2,263</b>	<b>0.3%</b>	<b>1,846,603</b>	<b>1,840,126</b>	<b>6,477</b>	<b>0.4%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES	13,208	25,570	12,362	48.3%	27,205	51,140	23,935	46.8%
GENERAL AND ADMINISTRATIVE	7,646	7,884	238	3.0%	15,132	15,768	636	4.0%
UTILITIES	7,387	7,955	568	7.1%	14,571	16,600	2,029	12.2%
PROFESSIONAL SERVICES		247	247	100.0%		493	493	100.0%
MARKETING AND PROMOTION		83	83	100.0%		167	167	100.0%
OTHER OPERATING EXPENSES	10,000	10,000	-	-	20,000	20,000	-	-
<b>TOTAL OPERATING EXPENSES</b>	<b>38,241</b>	<b>51,739</b>	<b>13,498</b>	<b>26.1%</b>	<b>76,908</b>	<b>104,168</b>	<b>27,260</b>	<b>26.2%</b>
<b>OPERATING INCOME</b>	<b>784,589</b>	<b>768,828</b>	<b>15,761</b>	<b>2.0%</b>	<b>1,769,695</b>	<b>1,735,958</b>	<b>33,737</b>	<b>1.9%</b>
<b>NON-OPERATING (INCOME) EXPENSE</b>								
DEPRECIATION	65,450	68,885	3,435	5.0%	130,900	137,770	6,870	5.0%
<b>NET OPERATING INCOME</b>	<b>719,139</b>	<b>699,943</b>	<b>19,196</b>	<b>2.7%</b>	<b>1,638,795</b>	<b>1,598,188</b>	<b>40,607</b>	<b>2.5%</b>



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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE	48,921	56,295	(7,374)	(13.1%)	104,522	110,990	(6,468)	(5.8%)
FEE REVENUE	458,563	397,513	61,050	15.4%	898,049	823,743	74,307	9.0%
FUEL SALES								
INTEREST								
MERCHANDISE	62,832	47,144	15,689	33.3%	110,764	98,160	12,604	12.8%
OTHER REVENUE	3,291	4,442	(1,152)	(25.9%)	4,842	8,885	(4,042)	(45.5%)
<b>TOTAL OPERATING REVENUES</b>	<b>573,607</b>	<b>505,394</b>	<b>68,214</b>	<b>13.5%</b>	<b>1,118,177</b>	<b>1,041,778</b>	<b>76,400</b>	<b>7.3%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	131,965	117,718	(14,247)	(12.1%)	262,274	253,468	(8,807)	(3.5%)
BUILDING AND FACILITIES	33,299	29,659	(3,640)	(12.3%)	89,139	59,948	(29,191)	(48.7%)
GENERAL AND ADMINISTRATIVE	24,736	25,879	1,143	4.4%	57,090	53,771	(3,319)	(6.2%)
UTILITIES	18,087	20,543	2,456	12.0%	34,177	48,316	14,139	29.3%
PROFESSIONAL SERVICES	2,430	3,301	871	26.4%	4,633	6,602	1,968	29.8%
MARKETING AND PROMOTION	5,234	4,142	(1,092)	(26.4%)	8,165	8,283	118	1.4%
OTHER OPERATING EXPENSES	62,519	56,075	(6,444)	(11.5%)	110,314	115,054	4,740	4.1%
<b>TOTAL OPERATING EXPENSES</b>	<b>278,270</b>	<b>257,317</b>	<b>(20,954)</b>	<b>(8.1%)</b>	<b>565,792</b>	<b>545,442</b>	<b>(20,352)</b>	<b>(3.7%)</b>
<b>OPERATING INCOME</b>	<b>295,337</b>	<b>248,077</b>	<b>47,260</b>	<b>19.1%</b>	<b>552,385</b>	<b>496,336</b>	<b>56,049</b>	<b>11.3%</b>
NON-OPERATING (INCOME) EXPENSE	(38,422)	(17)	38,405	(230384.5%)	(69,677)	(33)	69,643	(208888.7%)
DEPRECIATION	30,657	31,808	1,151	3.6%	63,145	63,615	470	0.7%
<b>NET OPERATING INCOME</b>	<b>303,102</b>	<b>216,286</b>	<b>86,816</b>	<b>40.1%</b>	<b>558,917</b>	<b>432,754</b>	<b>126,162</b>	<b>29.2%</b>

<b>BUSINESS UNIT ANALYSIS</b>	PRO SHOP	COURSE OPERATIONS	FOOD/BEV	SIMULATOR	TOTAL
OPERATING REVENUES	110,764	899,604	104,923	2,886	1,118,177
OPERATING EXPENSES* *Excluding Depreciation	78,137	429,113	47,436	11,106	565,792
<b>OPERATING INCOME</b>	<b>32,627</b>	<b>470,491</b>	<b>57,487</b>	<b>(8,220)</b>	<b>552,385</b>



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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL	\$33,354	\$32,944	\$410	1.2%	\$65,867	\$64,996	\$871	1.3%
CARGO AND HANGARS				-				-
CONCESSION REVENUE	1,370	600	770	128.3%	22,260	4,200	18,060	430.0%
FEE REVENUE	91,344	141,416	(50,071)	(35.4%)	174,521	281,496	(106,975)	(38.0%)
FUEL SALES	90,382	169,847	(79,465)	(46.8%)	203,834	349,321	(145,487)	(41.6%)
INTEREST				-				-
MERCHANDISE				-				-
OTHER REVENUE	5,796	12,016	(6,220)	(51.8%)	43,801	44,336	(535)	(1.2%)
<b>TOTAL OPERATING REVENUES</b>	<b>222,246</b>	<b>356,823</b>	<b>(134,576)</b>	<b>(37.7%)</b>	<b>510,283</b>	<b>744,349</b>	<b>(234,065)</b>	<b>(31.4%)</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS	149,520	153,585	4,065	2.6%	301,308	315,475	14,166	4.5%
BUILDING AND FACILITIES	13,419	19,385	5,966	30.8%	19,490	38,770	19,281	49.7%
GENERAL AND ADMINISTRATIVE	8,839	14,736	5,896	40.0%	19,432	28,586	9,154	32.0%
UTILITIES	12,480	15,852	3,372	21.3%	22,268	35,449	13,181	37.2%
PROFESSIONAL SERVICES	5,566	7,629	2,063	27.0%	9,170	15,257	6,088	39.9%
MARKETING AND PROMOTION		217	217	100.0%	249	433	185	42.6%
OTHER OPERATING EXPENSES	63,371	128,960	65,589	50.9%	140,971	266,101	125,130	47.0%
<b>TOTAL OPERATING EXPENSES</b>	<b>253,195</b>	<b>340,364</b>	<b>87,167</b>	<b>25.6%</b>	<b>512,888</b>	<b>700,071</b>	<b>187,185</b>	<b>26.7%</b>
<b>OPERATING INCOME</b>	<b>(30,949)</b>	<b>16,459</b>	<b>(47,409)</b>	<b>(288.0%)</b>	<b>(2,605)</b>	<b>44,278</b>	<b>(46,880)</b>	<b>(105.9%)</b>
<b>NON-OPERATING (INCOME) EXPENSE</b>	<b>(7,221)</b>	<b>(183)</b>	<b>7,037</b>	<b>(3838.6%)</b>	<b>(14,903)</b>	<b>(367)</b>	<b>14,536</b>	<b>(3964.5%)</b>
<b>DEPRECIATION</b>	<b>100,860</b>	<b>82,720</b>	<b>(18,140)</b>	<b>(21.9%)</b>	<b>203,104</b>	<b>165,441</b>	<b>(37,663)</b>	<b>(22.8%)</b>
<b>NET OPERATING INCOME</b>	<b>(124,588)</b>	<b>(66,078)</b>	<b>(58,511)</b>	<b>88.5%</b>	<b>(190,806)</b>	<b>(120,796)</b>	<b>(70,007)</b>	<b>58.0%</b>

<b>BUSINESS UNIT ANALYSIS</b>	<b>RYE HARBOR</b>	<b>HAMPTON HARBOR</b>	<b>PORTS. FISH PIER</b>	<b>MARKET ST.</b>	<b>HARBOR MGMT</b>	<b>ADMIN</b>	<b>TOTAL</b>
OPERATING REVENUES	118,716	148,479	60,514	69,541	113,033	0	510,283
OPERATING EXPENSES* *Excluding Depreciation	82,948	138,016	70,523	65,567	87,754	68,080	512,888
<b>OPERATING INCOME</b>	<b>35,768</b>	<b>10,463</b>	<b>(10,009)</b>	<b>3,974</b>	<b>25,279</b>	<b>(68,080)</b>	<b>(2,605)</b>

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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL					\$4,000	\$2,000	\$2,000	100.0%
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE								
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE								
<b>TOTAL OPERATING REVENUES</b>					<b>4,000</b>	<b>2,000</b>	<b>2,000</b>	<b>100.0%</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES								
GENERAL AND ADMINISTRATIVE UTILITIES		104	104	100.0%		208	208	100.0%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION		708	708	100.0%		1,417	1,417	100.0%
OTHER OPERATING EXPENSES								
<b>TOTAL OPERATING EXPENSES</b>		<b>812</b>	<b>813</b>	<b>100.0%</b>		<b>1,625</b>	<b>1,625</b>	<b>100.0%</b>
<b>OPERATING INCOME</b>		<b>(812)</b>	<b>813</b>	<b>(100.0%)</b>	<b>4,000</b>	<b>375</b>	<b>3,625</b>	<b>966.7%</b>
NON-OPERATING (INCOME) EXPENSE DEPRECIATION	0	0	0	60.6%	0	(1)	0	60.6%
<b>NET OPERATING INCOME</b>	<b>0</b>	<b>(812)</b>	<b>812</b>	<b>(100.0%)</b>	<b>4,000</b>	<b>376</b>	<b>3,625</b>	<b>964.9%</b>

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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL								
CARGO AND HANGARS								
CONCESSION REVENUE								
FEE REVENUE	6,052	10,000	(3,948)	(39.5%)	14,827	20,000	(5,173)	(25.9%)
FUEL SALES								
INTEREST								
MERCHANDISE								
OTHER REVENUE	250	583	(333)	(57.1%)	950	1,167	(217)	(18.6%)
<b>TOTAL OPERATING REVENUES</b>	<b>6,302</b>	<b>10,583</b>	<b>(4,281)</b>	<b>(40.5%)</b>	<b>15,777</b>	<b>21,167</b>	<b>(5,390)</b>	<b>(25.5%)</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS								
BUILDING AND FACILITIES		5,917	5,917	100.0%		11,833	11,833	100.0%
GENERAL AND ADMINISTRATIVE UTILITIES	25	1,000	975	97.5%	66	2,000	1,934	96.7%
PROFESSIONAL SERVICES								
MARKETING AND PROMOTION								
OTHER OPERATING EXPENSES								
<b>TOTAL OPERATING EXPENSES</b>	<b>25</b>	<b>6,917</b>	<b>6,892</b>	<b>99.6%</b>	<b>66</b>	<b>13,833</b>	<b>13,767</b>	<b>99.5%</b>
<b>OPERATING INCOME</b>	<b>6,277</b>	<b>3,666</b>	<b>2,610</b>	<b>71.2%</b>	<b>15,711</b>	<b>7,334</b>	<b>8,378</b>	<b>114.2%</b>
NON-OPERATING (INCOME) EXPENSE DEPRECIATION	(733)	(35)	698	(1992.9%)	(1,464)	(70)	1,394	(1992.0%)
	6,059	5,917	(142)	(2.4%)	12,117	11,833	(284)	(2.4%)
<b>NET OPERATING INCOME</b>	<b>951</b>	<b>(2,216)</b>	<b>3,166</b>	<b>(142.9%)</b>	<b>5,058</b>	<b>(4,429)</b>	<b>9,488</b>	<b>(214.2%)</b>

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

	Actual Aug FY 2024	Budget Aug FY 2024	Variance From Monthly Budget	% Variance	Actual YTD FY 2024	Budget YTD FY 2024	Variance From YTD Budget	% Variance
<b>OPERATING REVENUES</b>								
FACILITY RENTAL				-				-
CARGO AND HANGARS				-				-
CONCESSION REVENUE				-				-
FEE REVENUE				-				-
FUEL SALES				-				-
INTEREST	2,028	3,000	(972)	(32.4%)	4,727	6,000	(1,273)	(21.2%)
MERCHANDISE				-				-
OTHER REVENUE		75	(75)	(100.0%)		150	(150)	(100.0%)
<b>TOTAL OPERATING REVENUES</b>	<b>2,028</b>	<b>3,075</b>	<b>(1,047)</b>	<b>(34.1%)</b>	<b>4,727</b>	<b>6,150</b>	<b>(1,423)</b>	<b>(23.1%)</b>
<b>EXPENSES</b>								
WAGES AND FRINGE BENEFITS				-				-
BUILDING AND FACILITIES				-				-
GENERAL AND ADMINISTRATIVE	68	42	(26)	(62.7%)	68	83	16	18.6%
UTILITIES				-				-
PROFESSIONAL SERVICES		1,250	1,250	100.0%	1,319	2,500	1,181	47.2%
MARKETING AND PROMOTION				-				-
OTHER OPERATING EXPENSES				-				-
<b>TOTAL OPERATING EXPENSES</b>	<b>68</b>	<b>1,292</b>	<b>1,224</b>	<b>94.8%</b>	<b>1,387</b>	<b>2,583</b>	<b>1,197</b>	<b>46.3%</b>
<b>OPERATING INCOME</b>	<b>1,960</b>	<b>1,783</b>	<b>177</b>	<b>9.9%</b>	<b>3,340</b>	<b>3,567</b>	<b>(226)</b>	<b>(6.3%)</b>
NON-OPERATING (INCOME) EXPENSE			14	-			39	-
DEPRECIATION	(14)			-	(39)			-
<b>NET OPERATING INCOME</b>	<b>1,974</b>	<b>1,783</b>	<b>191</b>	<b>10.7%</b>	<b>3,379</b>	<b>3,567</b>	<b>(187)</b>	<b>(5.2%)</b>

REVOLVING LOAN FUND (\$ 000's)	BALANCE AT 8-31-2023	BALANCE AT 06-30-2023
<u>CASH BALANCES</u>		
GENERAL FUNDS	102	194
SEQUESTERED FUNDS	-	-
	<u>102</u>	<u>194</u>
<u>LOANS OUTSTANDING (21)</u>		
CURRENT	129	117
LONG TERM	1,038	954
	<u>1,167</u>	<u>1,071</u>
TOTAL CAPITAL BASE	<u>1,269</u>	<u>1,265</u>
CAPITAL UTILIZATION RATE -% *	<u>92.0%</u>	<u>84.7%</u>

\*EXCLUDES SEQUESTERED FUNDS

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

(\$000's)

<u>BUSINESS UNIT</u>	<u>TOTAL PROJECT</u>	<u>GRANT AWARD</u>	<u>EXPENDED TO DATE</u>	<u>PDA SHARE</u>	<u>RECEIVED TO DATE</u>	<u>BALANCE DUE PDA</u>	<u>AMOUNT SUBMITTED</u>
PORTSMOUTH AIRPORT & TRADEPORT	10,447	10,086	897,885	(49,905)	662,714	211,557	0
SKYHAVEN AIRPORT	158	150	3	0	0	3	0
DIVISION OF PORTS AND HARBORS	25,028	25,028	15,239	0	14,475	736	736
	<b><u>35,633</u></b>	<b><u>35,264</u></b>	<b><u>913,127</u></b>	<b><u>(49,905)</u></b>	<b><u>677,189</u></b>	<b><u>212,296</u></b>	<b><u>736</u></b>

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

(\$000's)

<u>PROJECT NAME</u>	<u>BALANCE AT 06-30-23</u>	<u>CURRENT YEAR EXPENDITURES</u>	<u>TRANSFER TO PLANT IN SERVICE</u>	<u>NET CURRENT YEAR CHANGE</u>	<u>BALANCE AT 8-31-23</u>
<b>PORTSMOUTH AIRPORT</b>					
SNOW REMOVAL EQUIPMENT (AIP 74)	11	-	-	-	11
TERMINAL EXPANSION PROJECT	46	-	-	-	46
ALPHA NORTH TAXIWAY RECONSTRUCTION	79	32	-	32	111
NH AVE RIGHT HAND TURN LANE	49	-	-	-	49
BADGE TRAINING & SOFTWARE	45	-	-	-	45
TERMINAL ACCESS CONTROL UPGRADE	-	42	-	42	42
JET BRIDGE REHAB	-	45	-	45	45
PAINT MACHINE UPGRADES	-	7	(7)	-	-
ARRIVALS HALL EXPANSION (AIP 76)	103	-	-	-	103
ARRIVALS HALL EXPANSION (NON-GRANT)	726	-	-	-	726
PSM MOBILE RADIO PURCHASE	-	-	-	-	-
	<b><u>1,059</u></b>	<b><u>126</u></b>	<b><u>(7)</u></b>	<b><u>119</u></b>	<b><u>1,178</u></b>
<b>SKYHAVEN AIRPORT</b>					
JOHN DEERE PULL ROTARY CUTTER	11	-	-	0	11
SRE CARRIER VEHICLE WITH PLOW	-	3	-	3	3
	<b><u>11</u></b>	<b><u>3</u></b>	<b><u>0</u></b>	<b><u>3</u></b>	<b><u>14</u></b>
<b>GOLF COURSE</b>					
WATER FILLING STATION	4	-	-	-	4
	<b><u>4</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>4</u></b>
<b>IT/ADMIN/TRADEPORT</b>					
WEBSITE UPGRADES	-	12	-	12	12
HVAC REPLACEMENT (55 INTERNATIONAL)	80	45	(125)	(80)	-
	<b><u>80</u></b>	<b><u>57</u></b>	<b><u>(125)</u></b>	<b><u>(68)</u></b>	<b><u>12</u></b>
<b>MAINTENANCE</b>					
JOHN DEERE CAB TRACTOR	97	-	-	0	97
JOHN DEERE FLEX WING ROTARY CUTTER	32	-	-	0	32
JOHN DEERE Z997R TRACTOR	22	-	(22)	(22)	0
	<b><u>151</u></b>	<b><u>0</u></b>	<b><u>(22)</u></b>	<b><u>-22</u></b>	<b><u>129</u></b>
<b>DIVISION OF PORTS AND HARBORS (DPH)</b>					
MAIN PIER (BUILD GRANT)	2,653	603	-	603	3,256
FUNCTIONAL REPLACEMENT - BARGE DOCK	-	1	-	1	1
HAMPTON DOCK REPLACEMENT (ARPA)	131	-	-	-	131
PFP BRACING & DECKING (ARPA)	123	9	-	9	132
RYE FUEL DISPENSER	13	-	-	-	13
	<b><u>2,920</u></b>	<b><u>613</u></b>	<b><u>0</u></b>	<b><u>613</u></b>	<b><u>3,533</u></b>
<b>TOTAL</b>	<b><u>4,225</u></b>	<b><u>799</u></b>	<b><u>(154)</u></b>	<b><u>645</u></b>	<b><u>4,870</u></b>





# PEASE DEVELOPMENT AUTHORITY CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING JUNE 30, 2024



BOARD OF DIRECTORS MEETING  
OCTOBER 19, 2023

# PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW OCTOBER 1, 2023 TO JUNE 30, 2024

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

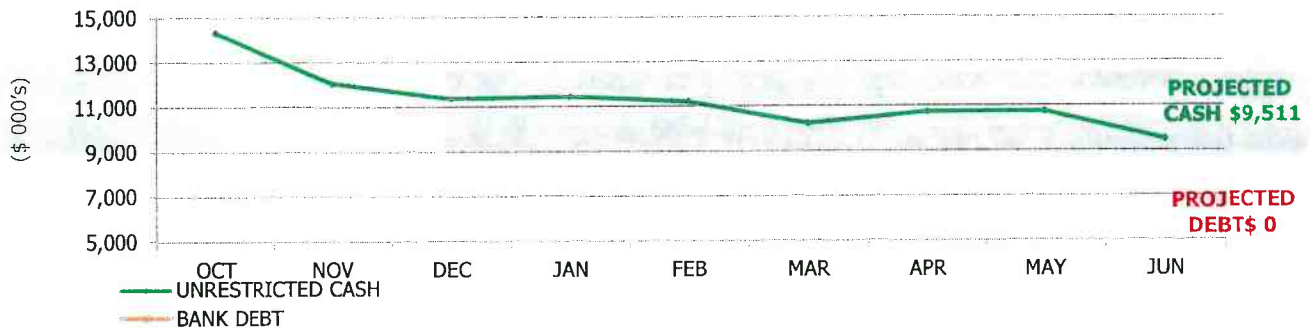
(\$000's)	AMOUNT
<b>OPENING FUND BALANCE</b>	<b><u>14,064</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
GRANT AWARDS (SEE PAGE 4)	3,918
TRADEPORT TENANTS	8,211
MUNICIPAL SERVICE FEE (COP)	2,241
GOLF COURSE FEE AND CONCESSION REVENUES	1,938
REVOLVING LINE OF CREDIT (PROVIDENT BANK)	0
PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING	1,540
SKY HAVEN AIRPORT HANGAR AND FUEL REVENUES	202
	<u>18,050</u>
<b><u>USES OF FUNDS</u></b>	
OPERATING EXPENSES	10,469
CAPITAL EXPENDITURES- NON-GRANT (SEE PAGE 5)	4,608
CAPITAL EXPENDITURES- GRANT (SEE PAGE 4)	4,726
MUNICIPAL SERVICE FEE (COP)	2,800
	<u>22,603</u>
<b>NET CASH FLOW</b>	<b><u>(4,553)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>9,511</u></b>

TOTAL FUND BALANCES	BALANCE AT 9-30-2023	BALANCE AT 6-30-2023
UNRESTRICTED	14,064	9,568
DESIGNATED	14	14
<b>TOTAL</b>	<b><u>14,078</u></b>	<b><u>9,582</u></b>

### 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	Sep-23	Aug-22
CURRENT INTEREST RATE	8.03%	4.15%

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

(\$000's)

<b>CASH FLOW - PDA</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b>OPENING FUND BALANCE</b>	<b>14,064</b>	<b>14,337</b>	<b>12,060</b>	<b>11,362</b>	<b>11,458</b>	<b>11,221</b>	<b>10,237</b>	<b>10,741</b>	<b>10,757</b>	<b>14,064</b>
<b>SOURCES OF FUNDS</b>										
GRANT AWARDS (SEE PAGE #4)	92	15	1,708	537	322	382	322	270	270	3,918
TRADEPORT TENANTS	916	937	895	910	940	884	916	929	884	8,211
MUNICIPAL SERVICE FEE	453	147	147	453	147	147	453	147	147	2,241
GOLF COURSE	284	156	61	36	65	90	273	450	523	1,938
PORTSMOUTH AIRPORT- (PSM)	73	32	36	36	32	154	40	65	87	555
PSM PAY FOR PARKING	24	36	37	32	50	87	105	56	32	459
PSM FLOWAGE FEES	75	46	60	34	66	47	88	50	60	526
SKY HAVEN AIRPORT	23	23	20	18	19	23	22	26	28	202
EXTERNAL FINANCING- NET	-	-	-	-	-	-	-	-	-	-
	<u>1,940</u>	<u>1,392</u>	<u>2,964</u>	<u>2,056</u>	<u>1,641</u>	<u>1,814</u>	<u>2,219</u>	<u>1,993</u>	<u>2,031</u>	<u>18,050</u>
<b>USE OF FUNDS</b>										
CAPITAL- GRANT RELATED (SEE PAGE #4)	210	1,998	573	360	360	325	300	300	300	4,726
CAPITAL- NONGRANT (SEE PAGE 5)	361	563	496	467	370	1,260	245	485	361	4,608
OPERATING EXPENSES	1,096	1,108	1,193	1,133	1,148	1,213	1,170	1,192	1,216	10,469
MUNICIPAL SERVICE FEE	-	-	1,400	-	-	-	-	-	1,400	2,800
	<u>1,667</u>	<u>3,669</u>	<u>3,662</u>	<u>1,960</u>	<u>1,878</u>	<u>2,798</u>	<u>1,715</u>	<u>1,977</u>	<u>3,277</u>	<u>22,603</u>
<b>NET CASH FLOW</b>	<b>273</b>	<b>(2,277)</b>	<b>(698)</b>	<b>96</b>	<b>(237)</b>	<b>(984)</b>	<b>504</b>	<b>16</b>	<b>(1,246)</b>	<b>(4,553)</b>
<b>CLOSING FUND BALANCE</b>	<b>14,337</b>	<b>12,060</b>	<b>11,362</b>	<b>11,458</b>	<b>11,221</b>	<b>10,237</b>	<b>10,741</b>	<b>10,757</b>	<b>9,511</b>	<b>9,511</b>



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

<b>GRANT FUNDED PROJECTS</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b><u>PORTSMOUTH AIRPORT</u></b>										
ARRIVALS HALL EXPANSION	130	300	300	300	300	300	300	300	300	<b>2,530</b>
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	10	10	10	-	-	-	-	-	-	<b>30</b>
ALPHA NORTH TAXIWAY DESIGN	70	50	50	-	-	-	-	-	-	<b>170</b>
SNOW REMOVAL EQUIPMENT (AIP 69)	-	377	-	-	-	-	-	-	-	<b>377</b>
SNOW REMOVAL EQUIPMENT (AIP 74)	-	1,211	-	-	-	-	-	-	-	<b>1,211</b>
	<b>210</b>	<b>1,948</b>	<b>360</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>4,318</b>
<b><u>SKYHAVEN AIRPORT</u></b>										
WILDLIFE FENCE DESIGN	-	35	35	35	35	-	-	-	-	<b>140</b>
TERMINAL PARKING LOT DESIGN	-	15	25	25	25	25	-	-	-	<b>115</b>
SNOW REMOVAL EQUIPMENT	-	-	153	-	-	-	-	-	-	<b>153</b>
	-	<b>50</b>	<b>213</b>	<b>60</b>	<b>60</b>	<b>25</b>	-	-	-	<b>408</b>
<b><u>TRADEPORT</u></b>										
	-	-	-	-	-	-	-	-	-	-
<b>TOTAL GRANT REIMBURSEMENT PROJECTS</b>	<b>210</b>	<b>1,998</b>	<b>573</b>	<b>360</b>	<b>360</b>	<b>325</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>4,726</b>

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

<b>GRANT AWARDS</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b><u>PORTSMOUTH AIRPORT</u></b>										
ARRIVALS HALL EXPANSION	-	-	150	270	270	270	270	270	270	<b>1,770</b>
PEASE BOULEVARD-ARBORETUM DR RT TURN LN	-	15	-	15	-	15	-	-	-	<b>45</b>
ALPHA NORTH TAXIWAY DESIGN	92	-	-	45	-	45	-	-	-	<b>182</b>
SNOW REMOVAL EQUIPMENT (AIP 69)	-	-	377	-	-	-	-	-	-	<b>377</b>
SRE CARRIER VEHICLE ( AIP 74)	-	-	1,150	-	-	-	-	-	-	<b>1,150</b>
	<b>92</b>	<b>15</b>	<b>1,677</b>	<b>330</b>	<b>270</b>	<b>330</b>	<b>270</b>	<b>270</b>	<b>270</b>	<b>3,524</b>
	-	-	-	-	-	-	-	-	-	-
<b><u>SKYHAVEN AIRPORT</u></b>										
WILDLIFE FENCE DESIGN	-	-	31	31	31	31	31	-	-	<b>155</b>
TERMINAL PARKING LOT DESIGN	-	-	-	31	21	21	21	-	-	<b>94</b>
SNOW REMOVAL EQUIPMENT	-	-	-	145	-	-	-	-	-	<b>145</b>
	-	-	<b>31</b>	<b>207</b>	<b>52</b>	<b>52</b>	<b>52</b>	-	-	<b>394</b>
<b><u>TRADEPORT</u></b>										
	-	-	-	-	-	-	-	-	-	-
<b>TOTAL GRANT RECEIPT AWARDS</b>	<b>92</b>	<b>15</b>	<b>1,708</b>	<b>537</b>	<b>322</b>	<b>382</b>	<b>322</b>	<b>270</b>	<b>270</b>	<b>3,918</b>

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

(\$ 000's)

<b>NON-GRANT CAPITAL PROJECTS</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b>TECHNOLOGY/ADMINISTRATION</b>										
OFFICE 365 MIGRATION	18	-	-	-	-	-	-	-	-	18
PAYCHEX PAYROLL KIOSKS **	-	5	-	-	-	-	-	-	-	5
SERVER UPGRADE-DPH**	10	-	-	-	-	-	-	-	-	10
WEBSITE UPGRADES	28	-	-	-	-	-	-	-	-	28
	<b>56</b>	<b>5</b>								<b>61</b>
<b>GOLF COURSE</b>										
COURSE EQUIPMENT	-	-	-	43	-	140	-	-	-	183
EVENTS CENTER STUDY**	-	-	10	20	20	20	20	20	20	130
VIDEO SURVEILLANCE SYSTEM	-	-	-	-	-	-	-	-	20	20
IRRIGATION REPAIRS**	-	-	75	-	-	-	-	-	-	75
			<b>85</b>	<b>63</b>	<b>20</b>	<b>160</b>	<b>20</b>	<b>20</b>	<b>40</b>	<b>408</b>
<b>PORTSMOUTH AIRPORT</b>										
MOBILE RADIO UPGRADE	-	20	50	-	-	-	-	-	-	70
FENCE CONSTRUCTION **	-	-	-	-	-	-	-	40	-	40
GENERATOR UPGRADE **	-	-	-	10	-	-	-	-	-	10
ATC TOWER HVAC IMPROVEMENTS	-	-	-	55	-	-	-	-	-	55
JETBRIDGE REHAB	-	106	-	-	-	-	-	-	-	106
PAY FOR PARKING UPGRADES	-	35	-	-	-	-	-	-	-	35
SRE (AIP 69) NON-FUNDED	-	150	-	-	-	-	-	-	-	150
PEDESTRIAN SIDEWALKS**	-	-	-	-	-	-	-	75	75	150
ARRIVALS HALL EXPANSION-CONSTRUCTION	70	100	200	200	200	200	200	200	200	1,570
FLIGHTLINE RD PIPE RELOCATION**	-	-	-	-	-	750	-	-	-	750
	<b>70</b>	<b>411</b>	<b>250</b>	<b>265</b>	<b>200</b>	<b>950</b>	<b>200</b>	<b>315</b>	<b>275</b>	<b>2,936</b>
<b>SKYHAVEN AIRPORT</b>										
SRE DOOR REPLACEMENT**	20	-	-	-	-	-	-	-	-	20
FUEL SYSTEM CREDIT CARD **	-	5	-	-	-	-	-	-	-	5
RENOVATION WORK-TERMINAL BLDG	-	15	-	-	-	-	-	-	-	15
TOW BEHIND MOWER ATTACHMENT	11	-	-	-	-	-	-	-	-	11
	<b>31</b>	<b>20</b>								<b>51</b>
<b>SECURITY - PORTSMOUTH AIRPORT</b>										
CCTV SECURITY GATES	-	-	-	50	-	-	-	-	-	50
BADGE PRINTER REPLACEMENT**	-	-	-	-	-	20	-	-	-	20
REPLACE BADGING WORKSTATIONS	-	-	-	-	-	90	-	-	-	90
DURESS ALARM SYSTEMS	-	-	-	-	-	-	-	-	-	-
TRAINING VIDEO PRODUCTION	-	27	-	-	-	-	-	-	-	27
BADGE READER & MEDIA REPLACEMENT	-	-	-	89	-	-	-	-	-	89
SECURITY SYSTEM UPGRADE	30	-	136	-	-	-	-	-	-	166
	<b>30</b>	<b>27</b>	<b>136</b>	<b>139</b>		<b>110</b>				<b>442</b>
<b>SECURITY - SKYHAVEN AIRPORT</b>										
<b>TRADEPORT</b>										
STORMWATER UPGRADES	-	-	25	-	-	-	25	-	-	50
HVAC IMPROVEMENTS - 55 INTERNATIONAL	44	-	-	-	-	-	-	-	-	44
	<b>44</b>		<b>25</b>				<b>25</b>			<b>94</b>
<b>MAINTENANCE</b>										
VEHICLE FLEET REPLACEMENT	-	-	-	-	150	40	-	-	46	236
BUILDING INFRASTRUCTURE **	-	50	-	-	-	-	-	-	-	50
JD DIESEL TRACTORW/TOW BEHIND MOWER	130	-	-	-	-	-	-	-	-	130
PAINT REMOVAL MACHINE	-	50	-	-	-	-	-	-	-	50
SNOW MELTER/HAUL	-	-	-	-	-	-	-	150	-	150
	<b>130</b>	<b>100</b>			<b>150</b>	<b>40</b>		<b>150</b>	<b>46</b>	<b>616</b>
<b>TOTAL NON-GRANT CAPITAL PROJECTS</b>	<b>361</b>	<b>563</b>	<b>496</b>	<b>467</b>	<b>370</b>	<b>1,260</b>	<b>245</b>	<b>485</b>	<b>361</b>	<b>4,608</b>

NOTE: \*\*PENDING BOARD APPROVAL

# DIVISION OF PORTS AND HARBORS (UNRESTRICTED FUNDS)

## CASH FLOW SUMMARY OVERVIEW

OCTOBER 1, 2023 TO JUNE 30, 2024

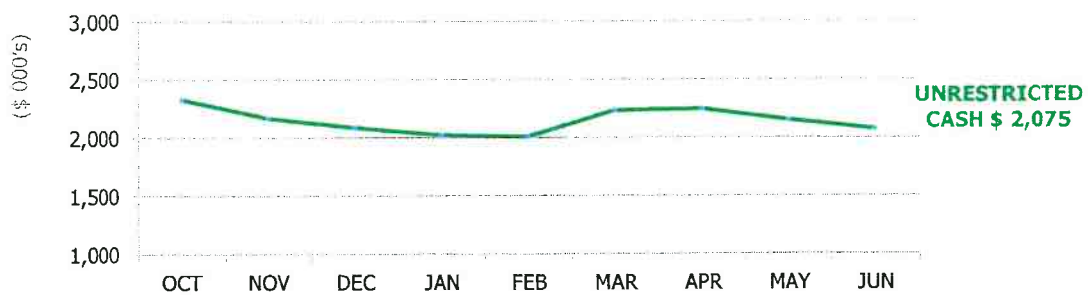
(\$ 000's)

(\$000'S)	AMOUNT
OPENING FUND BALANCE	<u>2,478</u>
<b>SOURCES OF FUNDS</b>	
FACILITY RENTALS AND CONCESSIONS	370
FUEL SALES	510
REGISTRATIONS / WHARFAGE	630
MOORING FEES	475
PARKING FEES	35
	<u>2,020</u>
<b>USES OF FUNDS</b>	
PERSONNEL SERVICES AND BENEFITS	1,292
FUEL PROCUREMENT	433
OPERATING EXPENSES	548
CAPITAL EXPENDITURES AND OTHER	150
	<u>2,423</u>
NET CASH FLOW	<u>(403)</u>
CLOSING FUND BALANCE	<u>2,075</u>

TOTAL FUND BALANCES	BALANCE AT 9/30/23	BALANCE AT 06/30/23
UNRESTRICTED FUNDS	2,478	1,931
DESIGNATED FUNDS	<u>168</u>	<u>445</u>
	<u>2,646</u>	<u>2,376</u>

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

### PROJECTED UNRESTRICTED CASH BALANCES



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

(\$000's)

<b>CASH FLOW - DPH</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>TOTAL</b>
<b>OPENING FUND BALANCE</b>	<b>2,478</b>	<b>2,332</b>	<b>2,169</b>	<b>2,087</b>	<b>2,024</b>	<b>2,010</b>	<b>2,234</b>	<b>2,246</b>	<b>2,151</b>	<b>2,478</b>
<b>SOURCES OF FUNDS</b>										
FACILITY RENTALS AND CONCESSIONS	42	42	37	31	34	52	47	47	38	<b>370</b>
FUEL SALES	67	46	37	34	34	42	51	75	124	<b>510</b>
MOORING FEES	-	-	-	-	100	275	100	-	-	<b>475</b>
PARKING FEES	6	-	-	-	-	1	5	8	15	<b>35</b>
REGISTRATIONS / WHARFAGE	70	70	70	70	70	70	70	70	70	<b>630</b>
	<u>185</u>	<u>158</u>	<u>144</u>	<u>135</u>	<u>238</u>	<u>440</u>	<u>273</u>	<u>200</u>	<u>247</u>	<b>2,020</b>
<b>USE OF FUNDS</b>										
PERSONNEL SERVICES AND BENEFITS	154	136	146	129	127	142	144	140	174	<b>1,292</b>
FUEL PROCUREMENT	121	87	30	19	19	19	28	56	54	<b>433</b>
UTILITIES	10	10	13	13	18	17	30	9	13	<b>133</b>
GENERAL AND ADMINISTRATIVE	12	11	10	10	11	11	12	13	13	<b>103</b>
BUILDINGS AND FACILITIES	20	20	20	20	20	20	40	20	61	<b>241</b>
PROFESSIONAL SERVICES	14	7	7	7	7	7	7	7	8	<b>71</b>
CAPITAL EXPENDITURES AND OTHER	-	50	-	-	50	-	-	50	-	<b>150</b>
	<u>331</u>	<u>321</u>	<u>226</u>	<u>198</u>	<u>252</u>	<u>216</u>	<u>261</u>	<u>295</u>	<u>323</u>	<b>2,423</b>
<b>NET CASH FLOW</b>	<b>(146)</b>	<b>(163)</b>	<b>(82)</b>	<b>(63)</b>	<b>(14)</b>	<b>224</b>	<b>12</b>	<b>(95)</b>	<b>(76)</b>	<b>(403)</b>
<b>CLOSING FUND BALANCE</b>	<b>2,332</b>	<b>2,169</b>	<b>2,087</b>	<b>2,024</b>	<b>2,010</b>	<b>2,234</b>	<b>2,246</b>	<b>2,151</b>	<b>2,075</b>	<b>2,075</b>



## DIVISION OF PORTS AND HARBORS (RESTRICTED FUNDS)

### CASH FLOW SUMMARY OVERVIEW

OCTOBER 1, 2023 TO JUNE 30, 2024

(\$ 000's)

#### HARBOR DREDGING FUND

(\$ 000's)	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>274</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
PIER USAGE FEES	81
REGISTRATIONS	9
GRANT FUNDING	-
	<u>90</u>
<b><u>USES OF FUNDS</u></b>	
BUILDINGS AND FACILITIES	104
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	-
ALL OTHER- (CBOC)	100
	<u>210</u>
<b>NET CASH FLOW</b>	<b><u>(120)</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>154</u></b>

#### REVOLVING LOAN FUND

(\$ 000's)	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>116</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
LOAN REPAYMENTS	99
INTEREST INCOME-LOANS	30
INTEREST INCOME-FUND BALANCE	-
	<u>129</u>
<b><u>USES OF FUNDS</u></b>	
NEW LOANS PROJECTED	100
GENERAL AND ADMINISTRATIVE	6
PROFESSIONAL SERVICES	15
	<u>121</u>
<b>NET CASH FLOW</b>	<b><u>8</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>124</u></b>

#### FOREIGN TRADE ZONE

(\$ 000's)	<u>AMOUNT</u>
<b>OPENING FUND BALANCE</b>	<b><u>15</u></b>
<b><u>SOURCES OF FUNDS</u></b>	
FACILITY RENTALS	10
ALL OTHER	-
	<u>10</u>
<b><u>USES OF FUNDS</u></b>	
GENERAL AND ADMINISTRATIVE	2
PROFESSIONAL SERVICES	-
OTHER	6
	<u>8</u>
<b>NET CASH FLOW</b>	<b><u>2</u></b>
<b>CLOSING FUND BALANCE</b>	<b><u>17</u></b>

TOTAL FUND BALANCES	BALANCE AT 9/30/23	BALANCE AT 06/30/23
HARBOR DREDGING	274	248
REVOLVING LOAN FUND	116	194
FOREIGN TRADE ZONE	15	3
	<b><u>405</u></b>	<b><u>445</u></b>



# Auditor Communications to Those Charged with Governance

2023 Audit Plan Summary

October 16, 2023

# Independent Auditor's Report Management's Responsibility



The preparation and fair presentation of the financial statements



Design, implementation and maintenance of internal control over financial reporting



Selection and use of appropriate accounting policies





# Independent Auditor's Report

## Our Responsibility



To express an opinion on the financial statements in accordance with U.S. generally accepted auditing standards, Government Auditing Standards and the Uniform Guidance



Designed to obtain reasonable (not absolute) assurance that the financial statements are free from material misstatement



Examine on a test basis, evidence supporting amounts and disclosures in the financial statements



Select audit procedures, based on our assessment of the risk of material misstatement

**UNMODIFIED OPINION on the financial statements**





## Independent Auditor's Report

### Our Responsibility

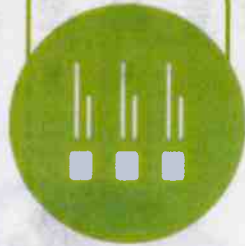
- Management's Discussion & Analysis and Required Supplementary Information
  - Presented as a supplement to the basic financial statements as required by the Governmental Accounting Standards Board
  - We have applied certain limited procedures to the MD&A preceding the financial statements and to other required supplementary information (RSI) which follows the financial statements in accordance with U.S. Generally accepted auditing standards
  - We do not express an opinion or provide assurance on the MD&A or the RSI

# Required Auditor Communications



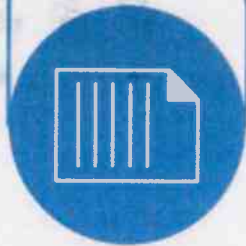
## Accounting Policies

- Adopted the requirements of GASB 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* and GASB 96, *Subscription-Based Information Technology Arrangements*.
- No transactions lacked authoritative guidance
- All significant transactions were recorded in the correct period



## Management's Judgment and Estimates

- Receivables in the Revolving Loan Fishing Fund are fully collectible.
- Estimated useful lives of capital assets used in the calculation of depreciation expense
- Estimates used in the calculation of the net pension liability
- Estimates used in the calculation of the net OPEB liability



## Corrected and Uncorrected Misstatements

- No significant audit adjustments
- No unrecorded audit adjustments that are required to be reported were noted
- Two passed audit adjustments, one passed audit adjustment that management elected to record
- One reclassifying entries

## Financial Statement Highlights

- Total assets and deferred outflows increased by \$19.5M
- Total liabilities and deferred inflows increased by \$11.3M
- Total net position increased by \$8.2M
- Total operating expenses increased \$3.5M
- Non-operating income decreased by \$1.3M
- Contributed capital increased by \$1.3M
- Change in net position decreased by \$3.8M from \$12M to \$8.2M



# Sensitive Financial Statement Footnotes



Note 10 – Leases



Note 17 – Defined Benefit Pension Plan



Note 18 & 19 – Other Post-Employment Benefits –  
(NHRs & the State)



Note 20 – Commitments and Contingencies



Note 21 – COVID -19 Considerations







# Yellow Book Report

## Internal Controls Over Financial Reporting

- We considered the internal controls over financial reporting in connection with designing our audit procedures
- We did not perform an audit of the internal controls, therefore, we do not express an opinion of the internal controls over financial reporting

## Internal Control Matters

- We did not identify any control matters that we would consider to be material weaknesses
- Material weaknesses or significant deficiencies may exist that have were not identified

## Compliance with Laws, regulations, Contracts and Grant Agreements

- We performed certain tests of compliance with certain provisions of laws, regulations, contracts and agreements
- Focus on potential noncompliance that would be direct and material to the financial statements

## Results of Compliance Testing

- We did not note any instances of noncompliance or other matters that are required to be reported
- We did not perform an audit of compliance, therefore, we do not express an opinion on compliance

## Uniform Guidance

### Audit

- Our audit opinion on the compliance with the requirements of the major federal program is **unmodified**
- Two Major Programs tested in 2023:
  - U.S. Department of Transportation – National Infrastructure Investments
  - U.S. Department of Treasury – Coronavirus – State and location Fiscal Recovery Fund
- Compliance testing is based on the 2023 Compliance Supplement issued by the Office of Management and Budget
- Did not audit internal controls over compliance
- Our audit opinion on the schedule of expenditures of federal awards is **unmodified**
- There were **no current year findings**
- There were **no prior year findings**



## Required Auditor Communications



### **Disagreements and Difficulties**

- No disagreements with management or difficulties in performing the audit



### **Management Representations**

- We will obtain the signed letter from management attesting to certain representations



### **Consultations and Other Matters**

- We are not aware of management having consultations with other accountants
- We communicate with management throughout the year on a variety of matters. Those discussions were in the ordinary course of business and not a condition of our retention



### **Other Audit Findings or Issues**

- Receivable and contributed capital related to the Air National Guard recorded in the incorrect period
- Errors with calculations of three leases previously recorded
- Missed retainage payable entry







# Thank you

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Principal

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This communication is intended solely for the information and use of Board of Directors, Audit Committee and management and is not intended to be, and should not be, used by anyone other than these specified parties.





Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

We have audited the financial statements of Pease Development Authority (PDA), a component unit of the State of New Hampshire, as of and for the year ended June 30, 2023, and have issued our report thereon dated **REPORT DATE**. Professional standards require that we communicate to you the following information related to our audit.

**Our Responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)**

As stated in our engagement letter dated May 5, 2023, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered PDA's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on the major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether PDA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also, in accordance with the Uniform Guidance, we examined, on a test basis, evidence about compliance with the types of compliance requirements described in the OMB *Compliance Supplement* applicable to each of its major federal programs for the purpose of expressing an opinion on PDA's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on PDA's compliance with those requirements.

U.S. GAAP provides for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis on pages 6 through 20 and the required supplementary information on pages 56 through 63, which supplement the basic financial statements, is to apply certain limited procedures in accordance with U.S. generally accepted auditing standards (U.S. GAAS). However, the RSI was not audited and, because the limited procedures, do not provide us with sufficient evidence to express an opinion or provide any assurance, we do not express an opinion or provide any assurance on the RSI.

Our responsibility for the schedule of expenditures of federal awards (supplementary information) accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We were not engaged to report on the listing of Board of Directors on page 1 and financial highlights on page 2 (other information), which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information was not audited and we do not express an opinion or provide any assurance on it.

### **Significant Risks**

In our engagement letter, we identified the risks we expected would meet the definition of "significant risks" pursuant to U.S. GAAS, which are risks toward the upper end of the risk spectrum based on their likelihood and potential magnitude. In addition to the risks listed in that letter, we identified the following significant risks during the audit: compliance with the director and material compliance requirements for the major federal program.

### **Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by PDA are described in Note 1 to the financial statements. As disclosed in Note 3 to the basic financial statements, PDA adopted new accounting guidance, Government Accounting Standards Board (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*; and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* during the year ended June 30, 2023. The adoption of these standards and related guidance during the year ended June 30, 2023 did not have a material impact on the financial statements of PDA.

No other new accounting policies were adopted and the application of existing policies was not otherwise changed during 2023. We noted no transactions entered into by PDA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosures of leases in Note 10.
- The disclosures of the cost-sharing multiple-employer defined benefit plan required by Governmental Accounting Standards Board (GASB) Statement No. 68 in Note 17.
- The disclosures of the cost-sharing multiple-employer other **postemployment** benefits plans required by GASB Statement No. 75 in Notes 18 and 19.
- The disclosure of commitments and contingencies in Note 20.
- The disclosure of the COVID-19 considerations in Note 21.

The financial statement disclosures are neutral, consistent, and clear.



### **Management Judgments and Accounting Estimates**

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's conclusion that an allowance for doubtful accounts is not necessary for the Revolving Loan Fishery Fund receivables as of June 30, 2023 and 2022, which is based on the historical collection rates of these loans.
- The calculation of depreciation expense, which is based on the perceived life of the related capital assets.
- The estimates used in the calculation of the net pension liability, deferred inflows of resources, and deferred outflows of resources related to the pension plan, which are based on actuarial information provided by the New Hampshire Retirement System (NHRS) and audited by Plante & Moran, PLLC.
- The estimates used in the calculation of the net other postemployment benefit (OPEB) liabilities, deferred inflows of resources and deferred outflows of resources related to the OPEB plans. The net OPEB liability and related deferred inflows of resources and deferred outflows of resources related to the OPEB plan administered by the State of New Hampshire (the State) are based on information provided by Segal Consulting, the actuary engaged by the State. The net OPEB liability and related deferred inflows of resources and deferred outflows of resources related to the OPEB plan administered by the NHRS are based on actuarial information provided by the NHRS and audited by Plante & Moran, PLLC.

We evaluated the key factors and assumptions used to develop the accounting estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### **Corrected and Uncorrected Misstatements**

Professional standards define an audit adjustment as a proposed correction of the respective financial statements that, in our judgment, may not have been detected, except through our auditing procedures. An audit adjustment may or may not indicate matters that could have a significant effect on PDA's financial reporting process (that is, cause future financial statements to be materially misstated). There were no such adjustments.

The attached schedule identifies two uncorrected misstatements of the financial statements. Management has determined their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to be materially misstated even though, in our judgment, such unrecorded misstatements are immaterial to the financial statements under audit.



### **Disagreements with Management**

For purposes of this letter, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### **Management Representations**

We have requested certain representations from management that are included in the management representation letter dated **REPORT DATE**.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to PDA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### **Other Audit Findings or Issues**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as PDA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Retainage related to the Division of Ports & Harbor (DPH) projects have not historically been recorded by management as the projects are generally funded through a combination of reimbursements from the State and the Federal government. The DPH projects have not been significant until the recent years. As a result of the increasing balances of the outstanding project and the retainage, these should be recorded regardless of the source of the funds used to pay the invoices. We noted that the management did not record retainage payable with corresponding construction in progress as of June 30, 2023. Management opted to record this entry through the audit process as of June 30, 2023.

Several of the airport construction projects that are federally funded include a match of non-federal funds to be provided by PDA, the State of New Hampshire and/or Air National Guard (ANG). PDA entered into an agreement with the FAA for Terminal Building Expansion in November 2018 which included a 5% match to be funded through the ANG. The final project expenditures were paid during fiscal year 2023. PDA invoiced the ANG for their share 5% share of the project which amounted to approximately \$436,000. These funds were received during fiscal year 2023 and recorded as contributed capital for the year then ended. This revenue should have been recorded each year based on the invoices paid throughout the life of the project as opposed to upon project completed. This resulted in an uncorrected misstatement which is included on the attached listing. We recommend that client perform a reconciliation over the Schedule of Expenditure of Federal Awards on a quarterly basis and monthly following the first quarter of the next fiscal year. This reconciliation should capture the capital assets, accounts receivable, retainage payable and contributed capital to verify that all activity is properly accounted for.

During fiscal year 2022, PDA adopted GASB 87, *Leases*, by recording over 75 leases in which PDA is the lessor. As a result of our audit procedures performed over leases during the fiscal year 2023, BerryDunn identified two instances in which the lease end dates were reversed for two leases with similar addresses. BerryDunn also identified a lease in which the lease contract date had been updated by management during the year which resulted in a lease modification that was truly a correction of an error. All three of the leases identified above were corrected as of June 30, 2023 and were misstated as of June 30, 2022. BerryDunn posted a passed audit adjustment to reflect the portion of the misstatement that was applicable to June 30, 2022. We recommend that the client train the Accounting Technician on the software and perform the annual adjustments to the LeaseQuery data. We understand that LeaseQuery allows for an electronic preparer and reviewer within the platform so any adjustments made by the Accounting Technician will not be live Pease until they are approved by the Finance Director. The client should incorporate a year-end review of all leases back to the source data template used for uploading new leases. This should include verifying all options to extended for inclusion on the calculations, monthly lease payment amounts and proper discount rates."

**Other Matters**

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. GAAP, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

\*\*\*\*\*

We sincerely appreciate the cooperation, courtesy, and working environment provided to our personnel by management and the employees of PDA during our engagement.

This communication is intended solely for the information and use of the Board of Directors and management and others within PDA and is not intended to be, and should not be, used by anyone other than these specified parties.

Manchester, New Hampshire  
**REPORT DATE**

**Pease Development Authority**

Year End: June 30, 2023

Passed Adjusting Journal Entries

Date: 7/1/2022 To 6/30/2023

Number	Date	Name	Account No	Reference	Debit	Credit	Proposed Amount Chg	
		Net Income (Loss)					894,909.46	
PAJE01	6/30/2023	Retained Earnings	00-000-3200	602/SEFA1		436,864.00		
PAJE01	6/30/2023	Contributed Capital	00-210-3140	602/SEFA1	436,864.00			
		To record a prior period PAJE related to the Air National Guard share of the Runway reconstruction project that was billed in final and paid during FY23. This amount should have been recorded as a receivable and contributed capital each year of the project rather than all in the final year when billed.						
					436,864.00	436,864.00	0.00	
PAJE02	7/1/2022	Lease Receivable - Long Term	00-000-1554	812	7,274,538.94			
PAJE02	7/1/2022	Deferred Inflows - Leases	00-000-2260	812		6,598,114.27		
PAJE02	7/1/2022	Retained Earnings	00-000-3200	812		676,424.67		
		To record impact of lease corrections that were recorded as of 6/30/23 that should have been recorded as of 7/1/21.						
					7,274,538.94	7,274,538.94	0.00	
					<b>7,711,402.94</b>	<b>7,711,402.94</b>	<b>0.00</b>	



## REPORT DATE

Berry Dunn McNeil & Parker, LLC  
Certified Public Accountants  
1000 Elm Street, 4<sup>th</sup> Floor  
Manchester, NH 03101

This representation letter is provided in connection with your audits of the financial statements of Pease Development Authority (PDA), which comprise the statements of net position as of June 30, 2023 and 2022, and the related statements of revenues, expenses, and changes in net position and cash flows for the years then ended, and the disclosures (collectively, the "financial statements") for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audits.

### Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 5, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information required by U.S. GAAP to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions, we used in making account estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.



- 8) The effects of the uncorrected misstatements, both individually and in the aggregate, are immaterial to the financial statements as a whole. The list of uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which PDA is contingently liable, if any, have been properly recorded or disclosed.

### **Information Provided**

11) We have provided you with:

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
- b) Additional information that you have requested from us for the purpose of the audit.
- c) Unrestricted access to persons within PDA from whom you determined it necessary to obtain audit evidence.
- d) Minutes of the meetings of Finance Committee, Audit Committee, and Board of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared.

12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards (SEFA)

13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

14) We have no knowledge of any fraud or suspected fraud that affects PDA and involves:

- a) Management,
- b) Employees who have significant roles in internal control, or
- c) Others where the fraud could have a material effect on the financial statements.

15) We have no knowledge of any allegations of fraud or suspected fraud affecting PDA's financial statements communicated by employees, former employees, regulators, or others.

16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.

17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

18) We have disclosed to you the names of PDA's related parties and all the related party relationships and transactions, including any side agreements.

19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 21) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 22) PDA has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position.
- 23) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 24) We have no knowledge of any instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 27) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 28) As part of your audit, you assisted with preparation of the financial statements and disclosures and SEFA. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures and SEFA.
- 29) PDA has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 30) PDA has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 31) The financial statements include all component units and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 32) Components of net position (net investment in capital assets; restricted; and unrestricted) are properly classified and, if applicable, approved.

- 33) Receivables recorded in the financial statements represent valid claims against debtors for sales or other charges arising on or before the statement of net position date and provisions for uncollectible receivables have been properly identified and recorded.
- 34) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 35) Revenues are appropriately classified in the statement of revenues, expenses, and changes in net position.
- 36) Capital assets are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 37) We have appropriately disclosed PDA's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 38) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 39) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the SEFA.
  - b) We acknowledge our responsibility for preparing and presenting the SEFA and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
  - c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
  - d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
  - e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
  - f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable



assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

- g) We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E) and Office of Management and Budget Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*.
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.



- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have charged costs to federal awards in accordance with applicable cost principles.
- u) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- v) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- w) We have expended the Federal Aviation Administration (FAA) CARES Act funding in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282).

Very truly yours,

PEASE DEVELOPMENT AUTHORITY

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Paul Brean  
Executive Director

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Susanne Anzalone, CPA  
Director of Finance

**Pease Development Authority**

Year End: June 30, 2023

Passed Adjusting Journal Entries

Date: 7/1/2022 To 6/30/2023

Number	Date	Name	Account No	Reference	Debit	Credit	Proposed Amount Chg	
		Net Income (Loss)					894,809.45	
PAJE01	6/30/2023	Retained Earnings	00-000-3200	602/SEFA.1		438,864.00		
PAJE01	6/30/2023	Contributed Capital	00-210-3140	602/SEFA.1	438,864.00			
		To record a prior period PAJE related to the Air National Guard share of the Runway reconstruction project that was billed in final and paid during FY23. This amount should have been recorded as a receivable and contributed capital each year of the project rather than all in the final year when billed.				438,864.00	438,864.00	0.00
PAJE02	7/1/2022	Lease Receivable - Long Term	00-000-1554	812	7,274,538.94			
PAJE02	7/1/2022	Deferred Inflows - Leases	00-000-2260	812		6,598,114.27		
PAJE02	7/1/2022	Retained Earnings	00-000-3200	812		676,424.87		
		To record impact of lease corrections that were recorded as of 6/30/23 that should have been recorded as of 7/1/21.				7,274,538.94	7,274,538.94	0.00
					<b>7,711,402.94</b>	<b>7,711,402.94</b>	<b>0.00</b>	

## MOTION

Director Ferrini:

The Pease Development Authority (PDA) Board of Directors accepts and approves 1.) receipt of the draft Certified Annual Financial Statements for the years ending June 30, 2023 and June 30, 2022, and the Uniform Guidance Audit of Federal Awards for the year ending June 30, 2023, *both attached in draft form*, all as otherwise prepared and submitted by PDA's independent auditor Berry, Dunn, McNeill and Parker, LLC; and 2.) authorizes the Executive Director to forward the Certified Financial Statements to the State of New Hampshire when final for inclusion in the Comprehensive Annual Financial Report.

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PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)

Financial Statements

Years Ended June 30, 2023 and 2022

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(A Component Unit of the State of New Hampshire)

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Management's Discussion and Analysis,  
and Supplementary Information**

***Years ended June 30, 2023 and 2022  
With Independent Auditor's Report***



**PEASE**

INTERNATIONAL

PEASE DEVELOPMENT AUTHORITY

PORTSMOUTH, NH



**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Financial Statements**

**Years Ended June 30, 2023 and 2022**

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**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Board of Directors**

**Stephen M. Duprey, Chairman**  
Appointed by the New Hampshire State Governor and Executive Council

**Neil Levesque, Vice Chairman**  
Appointed by the New Hampshire Senate President

**Thomas G. Ferrini, Treasurer**  
Appointed by the New Hampshire Speaker of the House

**Karen Conard**  
Appointed by the City of Portsmouth

**Margaret F. Lamson**  
Appointed by the Town of Newington

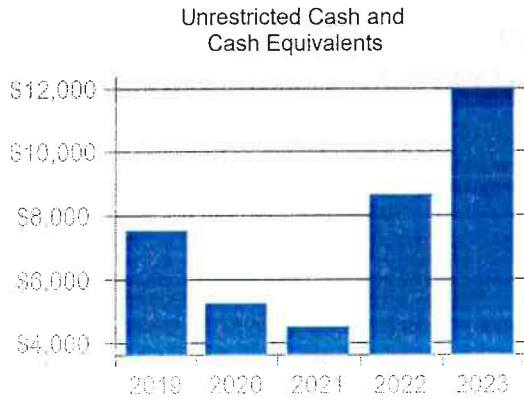
**Steve Fournier**  
Appointed by the Strafford County Legislation Delegation

**Susan B. Parker**  
Appointed by the Towns of Newington and Greenland

**Paul E. Brean**  
Executive Director and Secretary  
Hired by the Pease Development Authority Board of Directors

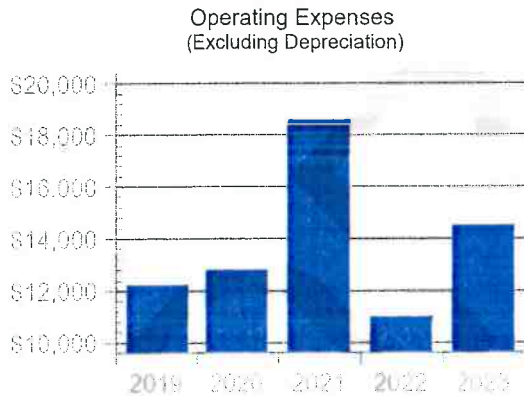
**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**  
**Financial Highlights (Unaudited)**  
(\$ in Thousands)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Consolidated Operating Revenues					
Tradeport	\$ 8,723	\$ 9,319	\$ 6,056	\$ 7,249	\$ 5,858
Ports and Harbors	2,869	2,680	2,477	2,774	3,146
Golf Course	2,672	2,492	3,384	3,489	3,899
Aviation	2,006	1,838	1,934	2,505	2,828
Total	<u>\$ 16,270</u>	<u>\$ 16,329</u>	<u>\$ 13,851</u>	<u>\$ 16,017</u>	<u>\$ 15,731</u>



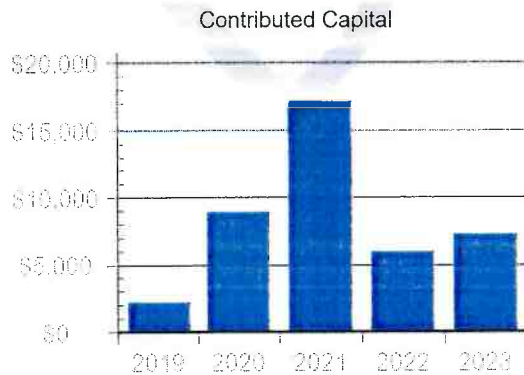
- PDA currently has no outstanding debt, reflecting lower non-grant related capital expenditure requirements across all business units:

<u>June 30</u>	<u>Amount</u>
2019	\$ 116
2020	-
2021	-
2022	-
2023	-



- Capital assets excluding accumulated depreciation, primarily due to third party grant funding and renovations to the Portsmouth International Airport, Portsmouth Tradeport and Skyhaven Airport have continued to increase during the past several fiscal years:

<u>June 30</u>	<u>Amount</u>
2019	\$ 173,770
2020	189,692
2021	216,304
2022	222,903
2023	232,022



- Net cash provided (used) by operating activities has fluctuated in the past few fiscal years due to the impact of adoption of leases:

<u>June 30</u>	<u>Amount</u>
2019	\$ 3,182
2020	3,434
2021	(5,521)
2022	(350)
2023	(1,646)

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

### Report on the Audit of the Financial Statements

#### **Opinion**

We have audited the accompanying financial statements of the business-type activities of Pease Development Authority (PDA), a component unit of the State of New Hampshire, as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise PDA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PDA as of June 30, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

#### **Basis for Opinion**

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of PDA and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Changes in Accounting Principles**

As discussed in Note 3 to the basic financial statements, PDA adopted Governmental Accounting Standards Board (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*; and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* during the year ended June 30, 2023. Our opinion is not modified with respect to those matters.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about PDA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PDA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about PDA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audits.

**Required Supplementary Information**

U.S. GAAP require that Management's Discussion and Analysis of Financial Condition and Results of Operations on pages 6 to 20 and the required supplementary information on pages 56 to 63 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with U.S. GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the listing of the Board of Directors on page 1 and financial highlights on page 2 but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basis financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated REPORT DATE on our consideration of PDA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PDA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PDA's internal control over financial reporting and compliance.

Manchester, New Hampshire  
REPORT DATE

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

This report identifies the Pease Development Authority's ("PDA") financial position and describes PDA's financial activities over the past three fiscal years. This section of PDA's annual financial report is known as "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" ("MD&A") and presents our discussion and analysis of PDA's financial performance during the fiscal years ended June 30, 2023, 2022 and 2021.

The MD&A is an analysis of the financial condition and operating results of PDA and is intended to introduce the basic financial statements and notes to those statements. The MD&A must be presented in every financial report that includes basic financial statements prepared in accordance with accounting principles generally accepted in the United States of America. It is intended to provide an objective and easily readable analysis of PDA's financial activities based on currently known facts, decisions, or conditions. This MD&A should be read in conjunction with PDA's financial statements and accompanying notes.

***Overview of the Financial Statements***

This annual report consists of three parts: a) Management's discussion and analysis of financial condition and results of operations; b) the basic audited financial statements which include notes explaining some of the information in the financial statements and provide detailed data; and c) required supplementary information.

PDA is a self-supporting entity and follows enterprise fund reporting; accordingly, the financial statements are presented using the accrual basis of accounting. The component unit financial statements offer short and long-term financial information about the activities and operations of PDA. These statements are presented in a manner similar to a private business.

The statements of net position show the financial position of PDA at the end of each fiscal year and include all assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The total net position is the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Over time, an increase in net position is one indicator of an institution's financial health.

The statements of revenues, expenses and changes in net position report total operating revenues, operating expenses, nonoperating income (expense), contributed capital and the change in net position for the years ended June 30, 2023 and 2022.

The statements of cash flows summarize transactions involving cash and cash equivalents during each fiscal year. The statements provide an additional tool to assess the financial health of the institution and its ability to generate future cash flows to meet its obligations.

***Change in Accounting Principle***

As disclosed in Note 3 to the basic financial statements, in 2022 PDA adopted new accounting guidance, GASB Statement No. 87, *Leases*. The changes made to the basic financial statements to comply with the new accounting standards have been reported as an adjustment as of the beginning of the year ended June 30, 2021. The impact of the adoption of the new accounting standard as of the beginning of the year ended June 30, 2021 was an increase in short-term receivables of \$4,382,378 an increase in long-term receivables of \$169,907,424, an increase in deferred inflows of resources, net of amortization of \$172,345,488 and an increase in unrestricted net position of \$1,944,313.

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**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

During 2023, PDA adopted GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*; and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* during the year ended June 30, 2023. The adoption of GASB Statements No. 94 and No. 96 did not have a material impact on the basic financial statements of PDA.

**Current Assets**

Current assets are those assets that are expected to be used (sold or consumed) within a year, unlike non-current assets. Current assets are reflected on the statement of net position and are listed in order of decreasing liquidity. The current asset position of an organization is important, both for assessing its financial strength and for gauging its operational efficiency.

**Comparison of 2023 to 2022**

**Changes in Current Assets**

(\$ in Thousands)	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase (Decrease)	% Increase (Decrease)
Cash and Cash Equivalents	\$ 11,986	\$ 8,669	\$ 3,317	38.3
Accounts Receivable - Net	8,466	9,932	(1,466)	(14.8)
Other Current Assets	<u>774</u>	<u>712</u>	<u>62</u>	<u>8.7</u>
Total Current Assets	<u>\$ 21,226</u>	<u>\$ 19,313</u>	<u>\$ 1,913</u>	<u>9.9</u>

PDA's current assets reflect an increase in operating cash of \$3.3 million, or 38.3%. This increase reflects cash flows from operations and collection of prior years' receivables, offset by an increase in expenditures for internally funded capital projects. The decrease in accounts receivable of \$1.5 million reflects the adjustment to short-term lease receivables of \$0.9 million due to the adoption of GASB Statement No. 87 as described in Change in Accounting Principle in Note 3. A portion of the accounts receivable decrease is also the result of prior year receivables in the amount of \$0.6 million collected from the State of New Hampshire for grant funded projects at the Division of Ports and Harbors. Accounts receivable included an allowance for doubtful accounts of approximately 0.2% and 0.1% of total accounts receivable at June 30, 2023 and 2022, respectively.

**Comparison of 2022 to 2021**

**Changes in Current Assets**

(\$ in Thousands)	June 30, <u>2022</u>	June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Cash and Cash Equivalents	\$ 8,669	\$ 4,531	\$ 4,138	91.3
Accounts Receivable - Net	9,932	14,197	(4,265)	(30.0)
Other Current Assets	<u>712</u>	<u>572</u>	<u>140</u>	<u>24.5</u>
Total Current Assets	<u>\$ 19,313</u>	<u>\$ 19,300</u>	<u>\$ 13</u>	<u>0.1</u>



**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

**Comparison of 2022 to 2021**

**Changes in Restricted Assets**

(\$ in Thousands)	June 30, <u>2022</u>	June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Cash and Cash Equivalents	\$ 368	\$ 550	\$ (182)	(33.1)
Revolving Loan Fishery Fund Receivable	1,173	1,019	154	15.1
Accounts Receivable Other - Net	<u>23</u>	<u>2</u>	<u>21</u>	<u>1,050.0</u>
Total Restricted Assets	<u>\$ 1,564</u>	<u>\$ 1,571</u>	<u>\$ (7)</u>	<u>(0.4)</u>

Total restricted assets were consistent year over year primarily due to the net impact of PDA issuing new loans under the RLF, which reduced the restricted cash balance. Total assets associated with the RLF had a composite valuation of approximately \$1.2 million at June 30, 2022 and 2021. There were 21 individual loans outstanding at June 30, 2022 and June 30, 2021.

**Non-Current Assets**

Non-current assets represent capital acquisitions and other long term assets whose benefits will be realized over more than one year.

PDA independently develops and maintains the Tradeport. Through the Division of Port and Harbors ("DPH"), PDA maintains and develops New Hampshire's ports, harbors, and navigable tidal rivers. Capital expenditures typically extend the useful life of an asset and can be financed through internal funds, grant related funding or access to the capital markets.

**Comparison of 2023 to 2022**

**Changes in Capital Assets**

(\$ in Thousands)	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase (Decrease)	% Increase (Decrease)
Land	\$ 7,521	\$ 7,521	\$ -	-
Facilities Improvements	203,082	188,667	14,415	7.6
Equipment	17,193	16,250	943	5.8
Construction in Process	<u>4,227</u>	<u>10,465</u>	<u>(6,238)</u>	<u>(59.6)</u>
Gross Capital Assets	232,023	222,903	9,120	4.1
Accumulated Depreciation	<u>(133,642)</u>	<u>(126,802)</u>	<u>(6,840)</u>	<u>5.4</u>
Total Capital Assets	<u>\$ 98,381</u>	<u>\$ 96,101</u>	<u>\$ 2,280</u>	<u>2.4</u>

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

PDA's capital acquisitions (excluding sales/retirements) totaled approximately \$9.1 million in 2023, primarily in support of either federal or state funded projects. The more significant capital projects at PDA included the Portsmouth International Airport ("PSM") Arrivals Hall Expansion, Corporate Drive drainage improvements, pavement repairs and various equipment purchases. Significant capital expenditures through the DPH included the rehabilitation of the Main Wharf at Market Street and the functional replacement of the Barge Dock. Other DPH projects included dock replacement at Hampton Harbor and bracing and decking repairs at the Portsmouth Fish Pier. Approximately \$7.0 million of the total capital expenditures were either grant funded or supported by the State for purposes of Pease Development Authority - Division of Port and Harbors ("PDA-DPH").

PDA/DPH had commitments under construction contracts associated with state and federal grants totaling approximately \$17.3 million and \$16.6 million at June 30, 2023 and 2022, respectively. The more significant commitments under construction contracts at June 30, 2023 included \$6.9 million for the PSM Arrivals Hall Expansion project, \$6.0 million for the Main Wharf repair and rehabilitation, and \$1.1 million for the DPH Functional Replacement of the Barge Dock.

**Comparison of 2022 to 2021**

**Changes in Capital Assets**

(\$ in Thousands)	June 30, <u>2022</u>	June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Land	\$ 7,521	\$ 7,521	\$ -	-
Facilities Improvements	188,667	186,610	2,057	1.1
Equipment	16,250	15,891	359	2.3
Construction in Process	<u>10,465</u>	<u>6,282</u>	<u>4,183</u>	<u>66.6</u>
Gross Capital Assets	222,903	216,304	6,599	3.1
Accumulated Depreciation	<u>(126,802)</u>	<u>(119,954)</u>	<u>(6,848)</u>	<u>5.7</u>
<b>Total Capital Assets</b>	<b><u>\$ 96,101</u></b>	<b><u>\$ 96,350</u></b>	<b><u>\$ (249)</u></b>	<b><u>(0.3)</u></b>

PDA's capital acquisitions (excluding sales/retirements) totaled approximately \$6.6 million in 2022, primarily in support of either federal or state funded projects. The more significant capital projects at the PDA included terminal expansion activities at PSM, roadway and drainage improvements, and equipment purchases. Significant capital expenditures through the DPH included repairs to the Portsmouth Fish Pier and the Main Wharf at Market Street. Other DPH projects included replacement of the Barge Dock at Market Street, dock replacement at Hampton Harbor, and lighting improvements at Market Street. Approximately \$6 million of the total capital expenditures were either grant funded or supported by the State for purposes of PDA-DPH.

PDA/DPH had commitments under construction contracts associated with state and federal grants totaling approximately \$16.6 million and \$13.3 million at June 30, 2022 and 2021, respectively. The more significant commitments under construction contracts at June 30, 2022 included \$4.1 million for the PSM Runway Reconstruction project, \$3.2 million for the DPH Functional Replacement of the Barge Dock and \$1.2 million for the Main Wharf repair and rehabilitation.

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

**Comparison of 2023 to 2022**

**Changes in Lease Receivable, Non-Current**

	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase (Decrease)	% Increase (Decrease)
Lease receivable, Non-current	\$ <u>213,131</u>	\$ <u>197,231</u>	\$ <u>15,900</u>	<u>8.1</u>

Non-current assets include a lease receivable brought about by the adoption of the GASB 87 lease accounting standard. The balance represents the present value of expected lease payments for the remaining terms of all active long-term lease agreements, which will be received in more than one year. The increase of \$15.9 million is reflective of additional leases or lease extensions granted during the fiscal year.

**Comparison of 2022 to 2021**

**Changes in Lease Receivable, Non-Current**

	June 30 <u>2022</u>	Restated June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Lease receivable, Non-current	\$ <u>197,231</u>	\$ <u>169,907</u>	\$ <u>27,324</u>	<u>16.1</u>

Non-current assets include a lease receivable brought about by the adoption of the GASB 87 lease accounting standard. The balance represents the present value of expected lease payments for the remaining terms of all active long-term lease agreements, which will be received in more than one year. The increase of \$27.3 million is reflective of additional leases or lease extensions granted during the fiscal year.

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

**Current Liabilities**

**Comparison of 2023 to 2022**

**Changes in Current Liabilities**

(\$ in Thousands)	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase (Decrease)	% Increase (Decrease)
Accounts Payable and Accrued Expenses	\$ 2,695	\$ 2,053	\$ 642	31.3
Accounts Payable for Capital Assets	1,800	2,228	(428)	(19.2)
Unearned Revenues	<u>724</u>	<u>867</u>	<u>(143)</u>	<u>(16.5)</u>
Total Noncurrent Liabilities	<u>\$ 5,219</u>	<u>\$ 5,148</u>	<u>\$ 71</u>	<u>1.4</u>

Current liabilities include accounts payable, accounts payable for capital and unearned revenues related to lease revenues and golf course membership fees collected in advance. These liabilities remained consistent between 2022 and 2023.

**Comparison of 2022 to 2021**

**Changes in Current Liabilities**

(\$ in Thousands)	June 30, <u>2022</u>	June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Accounts Payable and Accrued Expenses	\$ 2,053	\$ 9,599	\$ (7,546)	(78.6)
Accounts Payable for Capital Assets	2,228	3,858	(1,630)	(42.2)
Unearned Revenues	<u>867</u>	<u>690</u>	<u>177</u>	<u>25.7</u>
Total Noncurrent Liabilities	<u>\$ 5,148</u>	<u>\$ 14,147</u>	<u>\$ (8,999)</u>	<u>(63.6)</u>

The \$9 million decrease in Accounts Payable and Accrued Expenses is attributable to fiscal year 2021 accrued expenses of \$6.0 million related to a dredging project at the DPH as well as higher retainage payable associated with the runway reconstruction project at the PDA. Accounts Payable for Capital Assets decreased by \$1.6 million as we neared completion of the runway project.



**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

**Noncurrent Liabilities**

**Comparison of 2023 to 2022**

**Changes in Noncurrent Liabilities**

(\$ in Thousands)	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase <u>(Decrease)</u>	% Increase <u>(Decrease)</u>
Other Post Employment Benefits	\$ 5,836	\$ 7,379	\$ (1,543)	(20.9)
Net Pension Liability	5,287	4,280	1,007	23.5
State of New Hampshire Account Payable	252	252	-	-
Compensated Absences - Net	<u>92</u>	<u>90</u>	<u>2</u>	<u>2.2</u>
<b>Total Noncurrent Liabilities</b>	<b>\$ <u>11,467</u></b>	<b>\$ <u>12,001</u></b>	<b>\$ <u>(534)</u></b>	<b><u>(4.4)</u></b>

The PDA decreased its total noncurrent liabilities outstanding during the fiscal year by approximately \$(0.5) million, or (4.4)%. The decrease in Other Postemployment Benefits is mainly a result of an increase in the discount rate. The increase in the Net Pension Liability is associated with the investment returns of the plan assets being significantly lower than the prior year. The retirement system realized a negative 6.1% return on investments in the fiscal year ended June 30, 2022 compared to positive 29.4% return in the previous year. The three-year, five-year and 10-year investment returns for the periods ended June 30, 2022, 2021 and 2020 were 7.1%, 11.4% and \$11.3%, respectively. The retirement system's assumed rate of investment return is 6.75%.

**Comparison of 2022 to 2021**

**Changes in Noncurrent Liabilities**

(\$ in Thousands)	June 30, <u>2022</u>	June 30, <u>2021</u>	\$ Increase <u>(Decrease)</u>	% Increase <u>(Decrease)</u>
Other Post Employment Benefits	\$ 7,379	\$ 8,042	\$ (663)	(8.2)
Net Pension Liability	4,280	6,171	(1,891)	(30.6)
Retiree Health Benefit Program	-	91	(91)	(100.0)
State of New Hampshire Account Payable	252	252	-	-
Compensated Absences - Net	<u>90</u>	<u>93</u>	<u>(3)</u>	<u>(3.2)</u>
<b>Total Noncurrent Liabilities</b>	<b>\$ <u>12,001</u></b>	<b>\$ <u>14,649</u></b>	<b>\$ <u>(2,648)</u></b>	<b><u>(18.1)</u></b>

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

Management's Discussion and Analysis of Financial Condition  
and Results of Operations (Unaudited)

The PDA decreased its total noncurrent liabilities outstanding during the fiscal year by approximately \$2.6 million, or 18.1%. The more significant decreases were associated with the changes in the Other Postemployment Benefits and Net Pension Liability. This fluctuation is associated with the investment returns of the plan assets being significantly higher than the prior year. The retirement system realized a 29.4% return on investments in the fiscal year ended June 30, 2021 compared to 1.1% in the previous year. The three-year, five-year and 10-year investment returns for the periods ended June 30, 2021, 2020 and 2019 were 11.4%, 11.3% and 9.3% respectively. The retirement system's assumed rate of investment return is 6.75%.

**Net Position**

Net position represents the difference between assets, deferred outflows of resources, liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of debt and adding back any unspent proceeds.

**Comparison of 2023 to 2022**

**Statements of Net Position**

(\$ in Thousands)	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase (Decrease)	% Increase (Decrease)
Current Assets	\$ 21,226	\$ 19,313	\$ 1,913	9.9
Restricted Assets	1,590	1,563	27	1.7
Non-Current Assets	<u>311,512</u>	<u>293,332</u>	<u>18,180</u>	<u>6.2</u>
Total Assets	<u>334,328</u>	<u>314,208</u>	<u>20,120</u>	<u>6.4</u>
Deferred Outflows of Resources	<u>3,049</u>	<u>3,705</u>	<u>(656)</u>	<u>(17.7)</u>
Current Liabilities	5,219	5,148	71	1.4
Noncurrent Liabilities	<u>11,467</u>	<u>12,001</u>	<u>(534)</u>	<u>(4.4)</u>
Total Liabilities	<u>16,686</u>	<u>17,149</u>	<u>(463)</u>	<u>(2.7)</u>
Deferred Inflows of Resources	213,258	201,506	11,752	5.8
Net Investment in Capital Assets	96,580	93,873	2,707	2.9
Restricted Net Position	1,336	1,275	61	4.8
Unrestricted Net Position	<u>9,516</u>	<u>4,110</u>	<u>5,406</u>	<u>131.5</u>
Total Net Position	<u>\$ 107,432</u>	<u>\$ 99,258</u>	<u>\$ 8,174</u>	<u>8.2</u>

PDA's total assets increased \$20.1 million, or 6.4%, primarily due to the increase the long term lease receivable balance resulting from additional leases that were entered into and lease extensions that were grant during the fiscal year. Higher unrestricted cash balances, capital investments and equipment purchases also attributed to the increase in total assets.

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PDA's total liabilities decreased by \$(0.5) million, or (2.7)%. Accounts payable decreased by \$(0.1) million year-over-year and the remaining \$(0.4) million decrease reflects the change in Other Postemployment Benefits and Net Pension Liability.

Deferred inflows of resources increased by \$11.8 million, or 5.8%, and reflect the change in deferred inflows due to additional leases that were entered into and lease extensions that were granted during the fiscal year. The value of deferred inflows reflects the present value of expected lease revenue for remaining terms of all active long-term lease agreements.

**Statements of Net Position**

(\$ in Thousands)	June 30, <u>2022</u>	Restated June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Current Assets	\$ 19,313	\$ 19,300	\$ 13	0.1
Restricted Assets	1,563	1,571	(8)	(0.5)
Non-Current Assets	<u>293,332</u>	<u>266,257</u>	<u>27,075</u>	<u>10.2</u>
<b>Total Assets</b>	<u><b>314,208</b></u>	<u><b>287,128</b></u>	<u><b>27,080</b></u>	<u><b>9.4</b></u>
Deferred Outflows of Resources	<u>3,705</u>	<u>4,202</u>	<u>(497)</u>	<u>(11.8)</u>
Current Liabilities	5,148	14,147	(8,999)	(63.6)
Noncurrent Liabilities	<u>12,001</u>	<u>14,649</u>	<u>(2,648)</u>	<u>(18.1)</u>
<b>Total Liabilities</b>	<u><b>17,149</b></u>	<u><b>28,796</b></u>	<u><b>(11,647)</b></u>	<u><b>(40.4)</b></u>
Deferred Inflows of Resources	<u>201,506</u>	<u>175,254</u>	<u>26,252</u>	<u>15.0</u>
Net Investment in Capital Assets	93,873	92,492	1,381	1.5
Restricted Net Position	1,275	1,308	(33)	(2.5)
Unrestricted Net Position	<u>4,110</u>	<u>(6,520)</u>	<u>10,630</u>	<u>(163.0)</u>
<b>Total Net Position</b>	<u><b>\$ 99,258</b></u>	<u><b>\$ 87,280</b></u>	<u><b>\$ 11,978</b></u>	<u><b>13.7</b></u>

PDA's total assets increased \$27.1 million, 9.4%, primarily due to the increase the long term lease receivable balance due to additional leases that were entered into and lease extensions that were granted during the fiscal year.

PDA's total liabilities decreased by \$11.6 million, or 40.4%. The decrease in current liabilities of \$9.0 million is primarily due to the prior year's inclusion of \$6.0 million in state appropriations payable to the Army Corps of Engineers related to dredging of the Piscataqua River. The decrease in non-current liabilities of \$2.6 million represents the change in Other Postemployment Benefits and Net Pension Liability. The fluctuation is associated with the investment returns of plan assets being significantly higher than prior year.



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Deferred inflows of resources increased by \$26.3 million, or 15.0%, and reflect the change in deferred inflows due to additional leases that were entered into and lease extensions that were granted during the fiscal year. The value of deferred inflows reflects the present value of expected lease revenue for remaining terms of all active long-term lease agreements.

**Change in Net Position**

PDA charges various types of fees for the rental or usage of its land and facilities.

**Comparison of 2023 to 2022**

**Statements of Revenues, Expenses, and Changes in Net Position**

(\$ in Thousands)	June 30, <u>2023</u>	June 30, <u>2022</u>	\$ Increase (Decrease)	% Increase (Decrease)
Operating Revenues				
Rental of Facilities	\$ 7,293	\$ 6,863	\$ 430	6.3
Fee Revenues	5,969	5,412	557	10.3
Fuel Sales	939	709	230	32.4
Proceeds from Sale of Building	-	1,750	(1,750)	(100.0)
Concession and other Miscellaneous	<u>1,530</u>	<u>1,283</u>	<u>247</u>	<u>19.3</u>
Total Operating Revenues	<u>15,731</u>	<u>16,017</u>	<u>(286)</u>	<u>(1.8)</u>
Operating Expenses				
Personnel Services and Benefits	8,156	5,725	2,431	42.5
Depreciation	6,839	6,861	(22)	(0.3)
Building and Facilities Maintenance	2,193	1,939	254	13.1
Professional Services	657	518	139	26.8
Other	<u>3,534</u>	<u>2,791</u>	<u>743</u>	<u>26.6</u>
Total Operating Expenses	<u>21,379</u>	<u>17,834</u>	<u>3,545</u>	<u>19.9</u>
Operating Loss	(5,648)	(1,817)	(3,831)	210.8
Nonoperating Income (Expense)				
CARES ACT	-	1,977	(1,977)	(100.0)
Gain on Disposition of Assets	-	31	(31)	(100.0)
Interest Income	108	12	96	800.0
Interest Income - Leases	<u>6,435</u>	<u>5,812</u>	<u>623</u>	<u>10.7</u>
Net Nonoperating Income	<u>6,543</u>	<u>7,832</u>	<u>(1,289)</u>	<u>(16.5)</u>
Gain before Contributed Capital	895	6,015	(5,120)	(85.1)
Contributed Capital	<u>7,279</u>	<u>5,962</u>	<u>1,317</u>	<u>22.1</u>
Change in Net Position	8,174	11,977	(3,803)	(31.8)
Net Position at Beginning of Year	<u>99,258</u>	<u>87,281</u>	<u>11,977</u>	<u>13.7</u>
Net Position at End of Year	<u>\$ 107,432</u>	<u>\$ 99,258</u>	<u>\$ 8,174</u>	<u>8.2</u>



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Total operating revenues decreased \$(0.3) million, or (1.8)%, year over year as prior year revenues included the sale of a building at 30 NH Avenue for \$1.75 million. This decrease in proceeds from the sale of building is offset by increases in fee revenues (fuel flowage fees, wharfage and dockage fees and golf fees), fuel sales and concession fees. Total non-operating revenues decreased by \$(1.3) million as prior year's results included \$2.0 million in CARES Act Funding.

Total operating expenses increased by approximately \$3.5 million, or 19.9%, \$1.4 million represents the impact of the year-end adjustment to the pension and Other Postemployment Benefits (OPEB) liability. Salary expenses trended higher due to market adjustments during the fiscal year as well as fewer open full-time positions. Facilities expenses trended higher driven by increased cost of equipment fuel, increases in equipment repairs and maintenance and snow and ice control. We also experienced significant cost increases in fuel purchases as well as electricity expenses when our fixed price contract for electricity supply ended in October 2022.

The increase in contributed capital of \$1.3 million, or 22.1%, reflects increases in federal grant and state funded construction projects mainly at the DPH which included the Main Wharf Replacement project and the functional replacement of the Barge Dock.

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2022	2021	2020	2019	2018
Operating Revenues	10,125	10,425	10,725	11,025
Operating Expenses	(7,125)	(6,875)	(6,625)	(6,375)
Operating Income	3,000	3,550	4,100	4,650
Non-Operating Revenues	(1,300)	(2,000)	(2,700)	(3,400)
Non-Operating Expenses	(1,000)	(1,200)	(1,400)	(1,600)
Change in Net Position	700	(850)	(1,000)	(1,150)
Net Position at Beginning of Year	10,000	10,850	11,850	12,900
Net Position at End of Year	10,700	10,000	10,850	11,750

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**Comparison of 2022 to 2021**

**Statement of Revenues, Expenses, and Changes in Net Position**

(\$ in Thousands)	June 30, <u>2022</u>	Restated June 30, <u>2021</u>	\$ Increase (Decrease)	% Increase (Decrease)
Operating Revenues				
Rental of Facilities	\$ 6,863	\$ 7,366	\$ (503)	(6.8)
Fee Revenues	5,412	4,995	417	8.3
Fuel Sales	709	416	293	70.4
Proceeds from Sale of Building	1,750	-	1,750	100.0
Concession and other Miscellaneous	<u>1,283</u>	<u>1,074</u>	<u>209</u>	<u>19.5</u>
Total Operating Revenues	<u>16,017</u>	<u>13,851</u>	<u>2,166</u>	<u>15.6</u>
Operating Expenses				
Personnel Services and Benefits	5,725	7,635	(1,910)	(25.0)
Depreciation	6,861	5,833	1,028	17.6
Building and Facilities Maintenance	1,939	7,772	(5,833)	(75.1)
Professional Services	518	630	(112)	(17.8)
Other	<u>2,791</u>	<u>2,559</u>	<u>232</u>	<u>9.1</u>
Total Operating Expenses	<u>17,834</u>	<u>24,429</u>	<u>(6,595)</u>	<u>(27.0)</u>
Operating Loss	(1,817)	(10,578)	8,761	(82.8)
Nonoperating Income (Expense)				
State appropriations	-	6,086	(6,086)	(100.0)
CARES ACT	1,977	1,569	408	26.0
Gain (Loss) on Disposition of Assets	31	(2)	33	(1,650.0)
Interest Expense	-	(73)	73	(100.0)
Interest Income	12	10	2	20.0
Interest Income - Leases	<u>5,812</u>	<u>5,242</u>	<u>570</u>	<u>10.9</u>
Net Nonoperating Income	<u>7,832</u>	<u>12,832</u>	<u>(5,000)</u>	<u>(39.0)</u>
Gain before Contributed Capital	6,015	2,254	3,761	166.9
Contributed Capital	<u>5,962</u>	<u>17,163</u>	<u>(11,201)</u>	<u>(65.3)</u>
Change in Net Position	11,977	19,417	(7,440)	(38.3)
Net Position at Beginning of Year	<u>87,281</u>	<u>67,864</u>	<u>19,417</u>	<u>28.6</u>
Net Position at End of Year	<u>\$ 99,258</u>	<u>\$ 87,281</u>	<u>\$ 11,977</u>	<u>13.7</u>

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Management's Discussion and Analysis of Financial Condition  
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Total operating revenues increased \$2.2 million, or 15.6%, year over year. The increase in revenue is largely due to the sale of a building at 30 NH Avenue for \$1.75 million, which is included in Concessions and other miscellaneous revenue. With the adoption of GASB 87, a portion of PDA's facility rent has been re-classed to interest income, which is non-operating income. This new standard requires the PDA to account for all long-term building and ground leases as financing leases with an implicit interest rate. Other factors contributing to higher operating revenues include an increase in golf course operations revenue. Marine fuel sales have also increased as we re-opened the Portsmouth Fish Pier now that construction has been completed. Total non-operating revenues decreased by \$5.0 million as prior year revenues included state appropriations of \$6.0 million relate to the Piscataqua River dredging.

Total operating expenses decreased by approximately \$6.6 million, or 27.0%, as prior years Building and Facilities Maintenance included \$6.0 million for the Piscataqua River dredging project. The decrease in Personnel Services and Benefits of \$1.9 million resulted from the year-end adjustment to the pension and OPEB liability. Depreciation Expense increased by \$1.0 million due to the significant investment in construction projects at PSM which are now being depreciated.

The decrease in contributed capital of \$11.2 million, or 65.3%, reflects decrease in grant related construction projects at PSM and DPH now that the Airport runway, terminal and the Portsmouth Fish Pier projects are substantially complete.

***Economic Outlook***

The economic impact of the COVID-19 pandemic has lessened during fiscal year 2023, as PDA continues to experience strong results in airline traffic, fuel flowage fees and pay for parking revenues. However, higher inflation has resulted in cost increases related to the purchase of fuel, materials and supplies as well as outside contractor costs.

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Management's Discussion and Analysis of Financial Condition  
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***Contacting the PDA's Leadership Team***

This financial report is designed to provide a general overview of PDA's finances and to demonstrate PDA's accountability for the grants that it receives. If you have questions about this report or need additional financial information, please contact Paul Brean, Executive Director, at 55 International Drive Portsmouth, NH 03801 via email at [p.brean@peasedev.org](mailto:p.brean@peasedev.org) or by telephone at 603.433.6088. Visit the PDA website at: [www.peasedev.org](http://www.peasedev.org).

Other members of the PDA's Leadership Team, effective July 1, 2023, include:

Anthony Blenkinsop  
Deputy Director / General Counsel

Greg Siegenthaler  
Director of Information Technology

Michael Mates  
Director of Engineering

Scott Devito  
Golf Course General Manager

Captain Geno Marconi  
Director - Division of Ports and Harbors

Susanne Anzalone, CPA  
Director of Finance

Tanya Coppeta  
Employee Relations Manager

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**PEASE DEVELOPMENT AUTHORITY**  
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**Statements of Net Position**

**June 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
<b>Assets</b>		
Current Assets		
Cash and Cash Equivalents	\$ 11,985,639	\$ 8,669,372
Accounts and Grants Receivable - Net	8,465,549	9,931,294
Other Current Assets	<u>774,077</u>	<u>712,368</u>
Total Current Assets	<u>21,225,265</u>	<u>19,313,034</u>
Restricted Assets		
Cash and Cash Equivalents	456,469	368,171
Loans and Accounts Receivable - Net	<u>1,133,178</u>	<u>1,195,512</u>
Total Restricted Assets	<u>1,589,647</u>	<u>1,563,683</u>
Noncurrent Assets		
Leases Receivable, net of current portion	213,131,431	197,230,941
Capital Assets	<u>98,380,445</u>	<u>96,100,952</u>
Total Noncurrent Assets	<u>311,511,876</u>	<u>293,331,893</u>
<b>Total Assets</b>	<b><u>334,326,788</u></b>	<b><u>314,208,610</u></b>
<b>Deferred Outflows of Resources</b>		
Other Postemployment Benefits	1,621,805	2,279,876
Pension	<u>1,426,696</u>	<u>1,424,984</u>
<b>Total Deferred Outflows of Resources</b>	<b><u>3,048,501</u></b>	<b><u>3,704,860</u></b>
<b>Liabilities</b>		
Current Liabilities		
Accounts Payable and Accrued Expenses	2,695,176	2,053,163
Accounts Payable for Capital Assets	1,800,134	2,227,972
Unearned Revenues	<u>723,956</u>	<u>867,102</u>
Total Current Liabilities	<u>5,219,266</u>	<u>5,148,237</u>
Noncurrent Liabilities		
Other Postemployment Benefits	5,835,603	7,378,664
Net Pension Liability	5,286,773	4,279,644
Other Noncurrent Liabilities	<u>344,227</u>	<u>342,544</u>
Total Noncurrent Liabilities	<u>11,466,603</u>	<u>12,000,852</u>
<b>Total Liabilities</b>	<b><u>16,685,869</u></b>	<b><u>17,149,089</u></b>
<b>Deferred Inflows of Resources</b>		
Other Postemployment Benefits	2,087,794	1,651,884
Pension	228,607	1,382,954
Lease Revenue	<u>210,941,329</u>	<u>198,471,605</u>
<b>Total Deferred Inflows of Resources</b>	<b><u>213,257,730</u></b>	<b><u>201,506,443</u></b>
<b>Net Position</b>		
Net Investment in Capital Assets	96,580,311	93,872,980
Restricted For:		
Revolving Loan Fishery Fund	1,266,572	1,248,826
Harbor Dredging and Pier Maintenance	55,694	14,810
Foreign Trade Zone	13,433	10,919
Unrestricted	<u>9,515,680</u>	<u>4,110,403</u>
<b>Total Net Position</b>	<b><u>\$ 107,431,690</u></b>	<b><u>\$ 99,257,938</u></b>

The accompanying notes are an integral part of these financial statements.

**PEASE DEVELOPMENT AUTHORITY**  
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**Statement of Revenues, Expenses, and Changes in Net Position**

**For the Years Ended June 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Operating Revenues		
Rental of Facilities	\$ 7,293,260	\$ 6,862,835
Fee Revenues:		
Golf Course Operations	3,025,153	2,728,744
Mooring, Dockage, Pier Usage and Boat Registration	2,830,609	2,567,976
All Other	<u>112,608</u>	<u>115,584</u>
Total Fee Revenues	<u>5,968,370</u>	<u>5,412,304</u>
Fuel Sales	939,332	709,020
Proceeds from Sale of Building	-	1,749,985
Concession and Other Miscellaneous	<u>1,530,402</u>	<u>1,283,098</u>
Total Operating Revenues	<u>15,731,364</u>	<u>16,017,242</u>
 Operating Expenses		
Personnel Services and Benefits	8,155,642	5,724,558
Depreciation	6,839,425	6,860,974
Building and Facilities Maintenance	2,193,211	1,939,422
General and Administrative	1,104,336	992,878
Utilities	1,137,393	798,545
Professional Services	656,926	517,641
All Other	<u>1,292,470</u>	<u>1,000,111</u>
Total Operating Expenses	<u>21,379,403</u>	<u>17,834,129</u>
 Operating Loss	<u>(5,648,039)</u>	<u>(1,816,887)</u>
 Nonoperating Income		
COVID funding	-	1,977,072
Interest Income - Leases	6,435,289	5,812,536
Interest Income - Other	107,659	11,268
Gain on Disposition of Capital Assets	-	31,086
Net Operating Income	<u>6,542,948</u>	<u>7,831,962</u>
 Gain before Contributed Capital	894,909	6,015,075
 Contributed Capital	<u>7,278,842</u>	<u>5,962,252</u>
 Change in Net Position	8,173,751	11,977,327
Net Position at Beginning of Year	<u>99,257,938</u>	<u>87,280,611</u>
Net Position at End of Year	<u>\$107,431,689</u>	<u>\$ 99,257,938</u>

The accompanying notes are an integral part of these financial statements.

**PEASE DEVELOPMENT AUTHORITY**  
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**Statement of Cash Flows**

**For the Years Ended June 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Cash Flows From Operating Activities		
Cash Received from Customers	\$ 12,909,639	\$ 20,332,506
Cash Payments to Personnel for Services and Benefits	(8,753,652)	(7,654,933)
Cash Payments to Suppliers of Goods and Services	(5,802,348)	(13,027,985)
Net Cash Used by Operating Activities	<u>(1,646,361)</u>	<u>(350,412)</u>
Cash Flows From Noncapital Financing Activities		
CARES Act Funding Cash Received	<u>-</u>	<u>1,993,937</u>
Cash Flows From Capital And Related Financing Activities		
Contributed Capital Received	8,054,734	4,700,496
Payments for Acquisition of Capital Assets	(9,546,756)	(8,331,645)
Proceeds from Sale of Capital Assets	-	120,455
Net Cash Used by Capital and Related Financing Activities	<u>(1,492,022)</u>	<u>(3,510,694)</u>
Cash Flows From Investing Activities		
Interest Income Received	<u>6,542,948</u>	<u>5,823,804</u>
Increase in Cash and Cash Equivalents	3,404,565	3,956,635
Cash and Restricted Cash - Beginning of Year	<u>9,037,543</u>	<u>5,080,908</u>
Cash and Restricted Cash - End of Year	<u>\$ 12,442,108</u>	<u>\$ 9,037,543</u>
Composition of Cash, Cash Equivalents, and Restricted Cash		
Cash and Cash Equivalents	\$ 11,985,639	\$ 8,669,372
Restricted Cash and Cash Equivalents	<u>456,469</u>	<u>368,171</u>
	<u>\$ 12,442,108</u>	<u>\$ 9,037,543</u>

The accompanying notes are an integral part of these financial statements.

**PEASE DEVELOPMENT AUTHORITY**  
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**Statements of Cash Flows (Concluded)**

**For the Years Ended June 30, 2023 and 2022**

	<u>2023</u>	<u>2022</u>
Reconciliation of Operating Loss to Net Cash Used by Operating Activities		
Operating Loss	\$ (5,648,039)	\$ (1,816,887)
Adjustments to Reconcile Operating Loss to Net Cash Used by Operating Activities		
Depreciation	6,839,425	6,860,974
Compensated Absences - Net	1,683	(6,631)
Changes in Operating Assets, Deferred Outflow of Resources, Liabilities and Deferred Inflows of Resources:		
Accounts Receivable	(15,148,303)	(21,987,772)
Other Current Assets	(61,709)	(140,369)
Deferred Outflows of Resources - OPEB	658,071	(86,498)
Deferred Outflows of Resources - Pension	(1,712)	583,302
Accounts Payable and Accrued Expenses	642,014	(7,545,508)
Unearned Revenues	(143,146)	176,919
Retiree Health Benefit Program	-	(86,880)
Other Postemployment Benefits (OPEB)	(1,543,061)	(663,330)
Net Pension Liability	1,007,129	(1,890,791)
Deferred Inflows of Resources - Leases	12,469,724	26,126,117
Deferred Inflows of Resources - OPEB	435,910	(895,037)
Deferred Inflows of Resources - Pension	<u>(1,154,347)</u>	<u>1,021,979</u>
Net Cash Used by Operating Activities	<u>\$ (1,646,361)</u>	<u>\$ (350,412)</u>
Reconciliation of Noncash Activity:		
Contributed Capital Income	\$ 7,278,842	\$ 5,962,252
Less: Grants Receivable as of End of Year	(3,393,606)	(4,169,498)
Add: Grants Receivable as of Prior Year End	<u>4,169,498</u>	<u>2,907,742</u>
Contributed Capital Received	<u>\$ 8,054,734</u>	<u>\$ 4,700,496</u>
Acquisition of Capital Assets	\$ 9,118,918	\$ 6,701,218
Less: Accounts Payable for Capital Assets as of End of Year	(1,800,134)	(2,227,972)
Add: Payments of Short-Term Trade Accounts to Finance Acquisitions of Capital Assets	<u>2,227,972</u>	<u>3,858,399</u>
Payments for the Acquisition of Capital Assets	<u>\$ 9,546,756</u>	<u>\$ 8,331,645</u>

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The accompanying notes are an integral part of these financial statements.



**PEASE DEVELOPMENT AUTHORITY**  
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**Notes to Financial Statements**

**June 30, 2023 and 2022**

**1. Reporting Entity**

The Pease Development Authority ("PDA"), a component unit of the State of New Hampshire (the "State"), is the successor entity to the Pease Redevelopment Commission ("PRC"). The PRC was created on March 21, 1989 by an act of the General Court of the State. The mandate of the PRC was to prepare a comprehensive plan for the conversion and redevelopment of Pease Air Force Base. The guiding principles of the plan were job creation, fiscal viability, economic development, and environmental quality.

Effective June 1, 1990, the PRC was dissolved and PDA was established as its successor with the goals of converting and redeveloping the Pease International Tradeport ("Tradeport"). PDA is a component unit of the State and is discretely presented in the Comprehensive Annual Financial Report of the State.

PDA is a body corporate and politic with a governing body of seven members. The Governor and State legislative leadership appoint four members and the City of Portsmouth ("COP") appoints one member, the Town of Newington appoints one member and the Towns of Newington and Greenland jointly appoint one member.

Pursuant to Chapter 290, Laws of 2001, the New Hampshire State Port Authority ("Port"), a former agency of the primary State government, was transferred to PDA effective July 1, 2001. In doing so, the State authorized the transfer of functions, powers, and duties of the Port to PDA, acting through the Division of Ports and Harbors ("PDA-DPH"). The PDA-DPH is charged with the responsibility to: 1) plan for the maintenance and development of the ports, harbors, and navigable tidal rivers of the State; 2) foster and stimulate commerce and the shipment of freight; 3) aid in the development of salt water fisheries and associated industries; 4) cooperate with any federal agencies or departments in planning the maintenance, development, and use of the State ports, harbors, and navigable tidal rivers; and 5) plan, develop, maintain, use, and operate land transportation facilities within a 15 mile radius of the PDA-DPH headquarters in Portsmouth, New Hampshire.

As a result of the transfer of the Port to PDA, the Harbor Dredging and Pier Maintenance Fund was transferred to PDA. This fund was set up for the purposes of initiating and implementing harbor dredging projects and maintaining public piers. On July 1, 2001, also as a result of the transfer of the Port to the PDA, the Revolving Loan Fishery Fund was transferred to the PDA. The Revolving Loan Fishery Fund was established in July 1994 by the Port through a Federal Economic Development Administration grant in the amount of \$810,000. The grant funds and related interest earned thereon provide a revolving loan fund to offer direct assistance to the fishing industry and to aid in the creation of economic opportunities within the industry.

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Pursuant to Chapter 356, Laws of 2008, House Bill 65 was enacted by the State Legislature on July 11, 2008. The bill: 1) provides that service of non-classified employees of PDA shall be credited as continuous State service for all purposes; 2) makes PDA fund a nonlapsing fund for the benefit of PDA-DPH; 3) requires a biennial report of the PDA-DPH; and 4) repeals provisions relative to coordination with the Department of Resources and Economic Development, reports on economic development programs, and the Harbor Management Fund.

On May 12, 2008, the State, through House Bill 1168-FN-LOCAL, passed legislation that required the New Hampshire Department of Transportation ("NHDOT") to negotiate a lease, which became effective November 1, 2008, with PDA for the operation of Skyhaven Airport ("DAW") located in Rochester, New Hampshire. With the passage of Chapter 113, Laws of 2009, enacted on June 22, 2009, the NHDOT was directed to convey ownership of DAW to PDA. The law required that PDA accept ownership of, manage and operate DAW, and act as the official Airport owner, operator, and sponsor. PDA accepted this transfer of ownership, from and after July 1, 2009, with no liability relative to any regulatory matters or causes of action arising prior to November 1, 2008.

**2. Summary of Significant Accounting Policies**

**Basis of Accounting**

The accompanying financial statements of PDA were prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") and as prescribed by the Governmental Accounting Standards Board ("GASB"), which is the primary standard-setting body for establishing governmental accounting and financial reporting principles. PDA uses enterprise fund reporting, which uses the economic resources measurement focus and the accrual basis of accounting.

**Cash and Cash Equivalents**

Cash and cash equivalents, for purposes of the Statements of Cash Flows, include cash which is either held in demand deposit or short-term money market accounts, and highly liquid savings deposits and investments with original maturities less than three months from the date acquired.

PDA maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PDA has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**Loans and Accounts Receivable**

Loans and accounts receivable are carried at cost, less an allowance for doubtful accounts. Receivable balances also include outstanding loans from the Revolving Loan Fishery Fund, including principal plus accrued interest. Management provides an allowance for doubtful accounts based on an analysis of accounts that are delinquent based on payment terms. Accounts are written off when deemed uncollectible.



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**Capital Assets**

Land, equipment, and buildings and facilities improvements are stated at cost. Depreciation is computed using a straight-line method over the estimated useful lives of the assets, which is principally five to thirty-five years. Capital asset acquisitions that equal or exceed \$5,000 are capitalized. The cost of maintenance and repairs is charged against income as incurred, while significant renewals and betterments are capitalized. Capital assets are depreciated using the straight-line method over the following useful lives:

<u>Capital Asset</u>	<u>Years</u>
Buildings	35
Facilities Improvements	20
Equipment	5

**Leases**

In accordance with GASB Statement No. 87, *Leases*, the discounted value of future lease payments and receipts is included in deferred outflows or deferred inflows of resources, respectively. PDA has leases with third party tenants who lease portions of the Tradeport owned and operated by PDA. The present value of these leases is valued at inception and periodically revalued in accordance with Statement No. 87 and presented as a deferred inflow of resources. These deferred inflows are amortized as lease revenue in a systematic and rational manner over the life of the lease. During the years ended June 30, 2023 and 2022, \$6,628,646 and \$6,063,812, respectively, was recognized as lease revenue.

**Compensated Absences**

Employees are granted sick and vacation leave in varying amounts. Upon retirement, termination, or death, certain employees are compensated for unused sick and vacation leave (subject to certain limitations) at their then current rates of pay. The liability for vacation leave is based on the amount earned but not used; for sick leave, it is an estimated amount based on the amount accumulated at the balance sheet date that would be paid upon retirement. The liability for sick leave is reflected within noncurrent liabilities while vacation leave is included in accounts payable and accrued expenses. The calculation is based on the salary rates in effect as of the date of the statements of net position.

**Unearned Revenues**

Unearned revenues include advance greens fees for the golf course, which are based upon a percentage allocation of the total days the course expects to operate. In addition, unearned revenues are recorded for mooring permits for the harbors and tidal waters and are based on the expiration date of the permit. Rental income received in advance is also classified as unearned revenues.

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**Net Pension Liability**

For purposes of measuring the net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the New Hampshire Retirement System ("NHRS") and additions to/deductions from the NHRS's fiduciary net position has been determined on the same basis as it is reported by the NHRS.

**Other Postemployment Benefits**

For the purposes of measuring the net liability, deferred outflows of resources and deferred inflows of resources related to other postemployment benefits ("OPEB"), and OPEB expense, information about the fiduciary net position of the NHRS OPEB Plan and the State of New Hampshire OPEB Plan ("the State OPEB Plan") have been determined on the same basis as they are reported by NHRS and the State OPEB Plan.

**Net Position**

Net position is presented in the following categories:

- *Net investment in capital assets* represents capital assets, net of long-and short-term debt that relates to the purchase of those assets.
- *Restricted for specific purpose* represents amounts that are expendable but whose use is subject to an externally imposed restriction.
- *Unrestricted* represents the remaining balance of net position after the above net position categories have been determined.

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, management applies unrestricted net position first, unless a determination is made to use restricted net position. PDA's policy concerning which to apply first varies with the intended use and legal requirements. Management typically makes this decision on a transactional basis at the incurrence of the expenditure.

**Revenue Recognition**

Income from rental of facilities is recognized over the term of the lease net of provisions for uncollectible accounts. Various other revenues are recorded when earned, which is generally when the related services are performed.



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**Operating and Nonoperating Income and Expenses**

PDA distinguishes between operating revenues and expenses from nonoperating items in the preparation of its financial statements. PDA's principal operating revenues result from charges to tenants for the lease or license of property, providing services, and delivering goods.

Operating expenses for PDA include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating income (expense).

**Contributed Capital and Grants**

Federal grants, received on a reimbursement basis, are recorded as contributed capital when the related expenditures are capital related. Non-capital related grants consist of funds from the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") are recognized as grant revenue on the statements of revenues, expenses, and changes in net position as nonoperating income.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**3. *Change in Accounting Principle***

During the year ended June 30, 2022, PDA adopted new accounting guidance, GASB Statement No. 87, *Leases*. The retrospective adjustments made to the basic financial statements to comply with the new accounting standards have been reported as an adjustment of prior periods, and the financial statements presented for the periods affected have been restated. The adoption of the standard at July, 1, 2020, required recognition of \$3,527,284 of short-term lease receivables, \$173,824,929 of long-term lease receivables, and \$177,352,212 in deferred inflows of resources. At June 30, 2021, those balances were short-term lease receivables of \$4,382,378 long-term lease receivables of \$169,907,424, and deferred inflows of resources net of accumulated amortization of \$172,345,488. The impact of the adoption of the standard for the year ended June 30, 2021 was an increase in net position of \$1,944,313.

During the year ended June 30, 2023, PDA adopted new accounting guidance, GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The adoption of the statement did not have a material impact of the financial statements of PDA.

During the year ended June 30, 2023, PDA adopted new accounting guidance, GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. The adoption of the statement did not have a material impact of the financial statements of PDA.

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**4. Custodial Credit Risk**

Custodial credit risk is the risk that in the event of a bank failure, PDA's deposits may not be returned to it. State Statute RSA 12-G: 8 (XIII) empowers PDA to invest and reinvest its funds and take and hold property as security for the payment of funds so invested. PDA's investment policy is more restrictive than applicable New Hampshire law in that it restricts investments to the following: New Hampshire public deposit investment pool, federal agency securities, repurchase agreements, commercial paper, money market funds, and certificates of deposit. PDA's policy does not explicitly address custodial credit risk.

As of June 30, 2023 and 2022, substantially all of PDA's cash and equivalents were insured by the Federal Deposit Insurance Corporation and the Depositors Insurance Fund.

**5. Current Accounts and Grants Receivable - Net**

Current accounts and grants receivable - net was comprised of the following at June 30:

	<u>2023</u>	<u>2022</u>
Lease Revenue Receivable	\$ 4,291,505	\$ 5,234,584
Intergovernment	3,393,606	4,169,498
Tenants and Other	786,938	533,712
Allowance for Doubtful Accounts	<u>(6,500)</u>	<u>(6,500)</u>
	<u>\$ 8,465,549</u>	<u>\$ 9,931,294</u>

**6. Other Current Assets**

Other current assets was comprised of the following at June 30:

	<u>2023</u>	<u>2022</u>
Inventories	\$ 471,833	\$ 429,297
Prepaid Insurance	214,831	209,618
All Other	<u>87,413</u>	<u>73,453</u>
	<u>\$ 774,077</u>	<u>\$ 712,368</u>

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**7. Restricted Cash and Cash Equivalents**

Restricted cash and cash equivalents was comprised of the following at June 30:

	<u>2023</u>	<u>2022</u>
Harbor Dredging and Pier Maintenance	\$ 249,229	\$ 281,867
Revolving Loan Fishery Fund	193,808	75,385
Foreign Trade Zone	<u>13,432</u>	<u>10,919</u>
	<u>\$ 456,469</u>	<u>\$ 368,171</u>

**8. Restricted Loans and Accounts Receivable**

Restricted loans and accounts receivable was comprised of the following at June 30:

	<u>2023</u>	<u>2022</u>
Revolving Loan Fishery Fund		
Due Within One Year	\$ 117,494	\$ 113,204
Due in More Than One Year	954,121	1,059,363
Tenants	<u>61,563</u>	<u>22,945</u>
	<u>\$ 1,133,178</u>	<u>\$ 1,195,512</u>

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**9. Capital Assets**

Capital asset activity for the year ended June 30, 2023 was as follows:

	Balance <u>July 1, 2022</u>	<u>Additions</u>	<u>Disposals</u>	<u>Transfers</u>	Balance <u>June 30, 2023</u>
Land	\$ 7,520,786	\$ -	\$ -	\$ -	\$ 7,520,786
Buildings and Facilities					
Improvements	188,667,317	-	-	14,414,929	203,082,246
Equipment	16,250,540	-	-	942,699	17,193,239
Construction in Process	<u>10,464,718</u>	<u>9,118,918</u>	<u>-</u>	<u>(15,357,628)</u>	<u>4,226,008</u>
	222,903,361	9,118,918	-	-	232,022,279
Less Accumulated Depreciation	<u>(126,802,409)</u>	<u>(6,839,425)</u>	<u>-</u>	<u>-</u>	<u>(133,641,834)</u>
	<u>\$ 96,100,952</u>	<u>\$ 2,279,493</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 98,380,445</u>

Capital asset activity for the year ended June 30, 2022 was as follows:

	Balance <u>July 1, 2021</u>	<u>Additions</u>	<u>Disposals</u>	<u>Transfers</u>	Balance <u>June 30, 2022</u>
Land	\$ 7,520,786	\$ -	\$ -	\$ -	\$ 7,520,786
Buildings and Facilities					
Improvements	186,610,251	-	(101,652)	2,158,718	188,667,317
Equipment	15,891,409	-	-	359,131	16,250,540
Construction in Process	<u>6,281,349</u>	<u>6,701,218</u>	<u>-</u>	<u>(2,517,849)</u>	<u>10,464,718</u>
	216,303,795	6,701,218	(101,652)	-	222,903,361
Less Accumulated Depreciation	<u>(119,953,718)</u>	<u>(6,860,974)</u>	<u>12,283</u>	<u>-</u>	<u>(126,802,409)</u>
	<u>\$ 96,350,077</u>	<u>\$ (159,756)</u>	<u>\$ (89,369)</u>	<u>\$ -</u>	<u>\$ 96,100,952</u>



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**10. Leases**

The total lease receivables were \$217,422,936 and \$202,465,525 as of June 30, 2023 and 2022, respectively. During the years ended June 30, 2023 and 2022, PDA received \$6,435,289 and \$5,812,537, respectively, in interest revenue related to lease receivables.

The deferred inflows of resources represent principal payments received. The total deferred inflows of resources amounted to \$210,941,329 and \$198,471,605 as of June 30, 2023 and 2022, respectively. During the years ended June 30, 2023 and 2022, PDA recognized \$6,628,646 and \$6,063,812, respectively, in rental revenue amortized from the deferred inflows of resources.

PDA presently has 77 active agreements for its long term ground and building leases. The majority of the agreements are ground leases tied to a per acre rate with rent adjusted annually based on the Consumer Price Index (CPI) for All Urban Consumers in the Boston-Cambridge Newton area. Initial ground lease terms range from 20 to 40 years, with option periods that can extend the total lease term to between 50 and 74 years.

Building leases are generally based on a square foot rate with annual increases based on the same CPI index. Typical building leases, including option periods, normally do not exceed 50 years.

As annual rent amounts are adjusted, or if a new lease agreement is executed, the lease receivable and deferred inflows of resources will need to be recalculated in accordance with GASB Statement No. 87.

Long-term lease agreements existing prior to the GASB Statement No. 87, *Leases*, implementation date of July 1, 2020 were valued at the discounted value of future expected scheduled lease payments as of the implementation date. Long-term lease agreements entered into subsequent to the implementation date of July 1, 2020 were valued at the discounted value of future expected scheduled lease payments as of the commencement date of the individual lease. The discount rate for leases as of June 30, 2023 and 2022 was 3%. The expected future payments include extension option periods, as their exercise is reasonably certain.

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At June 30, 2023, the projected minimum future revenue and interest from noncancelable rental agreements is approximately:

<u>Year</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 4,291,505	\$ 6,451,185
2025	4,265,957	6,306,003
2026	4,330,623	6,177,859
2027	4,468,654	6,045,980
2028	4,585,763	5,926,418
2029 - 2033	25,137,278	27,384,215
2034 - 2038	24,739,657	23,545,747
2039 - 2043	23,245,241	20,003,117
2044 - 2048	24,042,002	16,520,632
2049 - 2053	20,996,083	13,030,869
2054 - 2058	18,314,681	10,090,509
2059 - 2063	12,424,791	7,840,985
2064 - 2068	8,159,742	6,320,934
2069 - 2073	6,473,294	5,226,091
2074 - 2078	6,482,973	4,280,203
2079 - 2083	6,637,504	3,321,340
2084 - 2088	7,709,809	2,249,035
2089 - 2093	8,861,437	1,001,013
2094 - 2098	<u>2,255,942</u>	<u>70,148</u>
	<u>\$ 217,422,936</u>	<u>\$ 171,792,283</u>

**11. Unearned Revenues**

Unearned revenues (which are recognized when cash, receivables or other assets are recorded prior to their being earned) consisted of the following at June 30:

	<u>2023</u>	<u>2022</u>
Mooring Permits	\$ 339,091	\$ 356,734
Golf Course Membership Fees	253,444	255,291
All Other	<u>131,421</u>	<u>255,077</u>
	<u>\$ 723,956</u>	<u>\$ 867,102</u>

Mooring permits and golf course membership fees are collected primarily during the months of January through March and amortized ratably over the corresponding seasons.

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**12. Revolving Line of Credit Facility**

PDA currently has a \$7,000,000 unsecured Revolving Line of Credit Facility ("RLOC") secured through The Provident Bank, which matures December 31, 2025. The terms of the RLOC provide that a) the loan shall bear interest at a per annum rate equal to the thirty (30) day Federal Home Loan Bank rate plus 250 basis points; and b) PDA shall maintain various covenants that are to be reported on an annual basis. The proceeds of any draw on the RLOC are to be used for general working capital purposes of PDA and cash flow needs for capital projects. There were no amounts outstanding on this RLOC as of June 30, 2023 and 2022.

**13. Changes in Noncurrent Liabilities**

Noncurrent liability activity for the year ended June 30, 2023 was as follows:

	Balance June 30, <u>2022</u>	<u>Additions</u>	<u>Reductions</u>	Balance June 30, <u>2023</u>	Due in One <u>Year</u>
Other Postemployment Benefits	\$ 7,378,664	\$ -	\$ (1,543,061)	\$ 5,835,603	\$ 170,000
Net Pension Liability	4,279,644	1,007,129	-	5,286,773	372,000
State of New Hampshire Account Payable	252,250	-	-	252,250	-
Compensated Absences - Net	<u>90,294</u>	<u>1,683</u>	<u>-</u>	<u>91,977</u>	<u>-</u>
	<u>\$ 12,000,852</u>	<u>\$ 1,008,812</u>	<u>\$ (1,543,061)</u>	<u>\$ 11,466,603</u>	<u>\$ 542,000</u>

Noncurrent liability activity for the year ended June 30, 2022 was as follows:

	Balance June 30, <u>2021</u>	<u>Additions</u>	<u>Reductions</u>	Balance June 30, <u>2022</u>	Due in One <u>Year</u>
Other Postemployment Benefits	\$ 8,041,994	\$ -	\$ (663,330)	\$ 7,378,664	\$ 155,000
Net Pension Liability	6,170,435	-	(1,890,791)	4,279,644	445,000
Retiree Health Benefit Program	90,924	-	(90,924)	-	-
State of New Hampshire Account Payable	252,250	-	-	252,250	-
Compensated Absences - Net	<u>92,881</u>	<u>-</u>	<u>(2,587)</u>	<u>90,294</u>	<u>-</u>
	<u>\$ 14,648,484</u>	<u>\$ -</u>	<u>\$ (2,647,632)</u>	<u>\$ 12,000,852</u>	<u>\$ 600,000</u>



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**14. Municipal Service Fees**

Effective July 1, 1998, PDA entered into an amended municipal services agreement with COP and the Town of Newington to provide various municipal services, including police, fire, and public works at the Tradeport. This agreement specifies that PDA, through its tenant's payments, shall pay COP a fee for the cost of services equal to the amount that would have been paid annually as *ad valorem* taxes excluding any school tax component in respect to such property within the Airport District. COP is responsible for service costs owed to the Town of Newington. This agreement excludes, as part of the allocated area, the space occupied by PDA and any space for public use in the PSM Terminal. The agreement includes completed facilities other than PDA's golf course or airport terminals within the Airport District operated by PDA for public or other use. This agreement shall continue to be in force until one of the parties terminates the agreement in writing.

Any tenant located outside the Airport District, unless otherwise exempt from taxation, shall pay to COP a payment in lieu of taxes in accordance with the provisions of the New Hampshire law.

**15. Airport Joint Use Agreement**

The Department of the Air Force and PDA are parties to an Airport Joint Use Agreement ("Agreement") regarding the required use of the airport facilities at the Tradeport by the New Hampshire Air National Guard, as well as for other occasional government aircraft. Subject to the terms and conditions of the Agreement, the federal government has the use of the airport facilities in common with other users of the airport together with all necessary and conventional rights of ingress and egress to and from the related facilities located at the airport.

The federal government is responsible for the functions detailed in the Agreement, including, but not limited to, the following: air traffic control services, aircraft fire protection and crash rescue. PDA is responsible for certain services and functions, including, but not limited to, the following: maintenance of certain facilities, utilities, and other related services in connection with maintaining an airport facility in accordance with Federal Aviation Administration ("FAA") requirements. The current Agreement, which expired on September 30, 2018, is currently under review by both parties.

**16. Risk Management**

PDA is exposed to various risks of loss at the Tradeport and DAW related to torts; theft of, damage to and destruction of assets; and natural disaster for which the PDA carries insurance.

PDA has a comprehensive airport liability insurance policy that will provide coverage generally up to \$50,000,000 for each occurrence and in the aggregate in any one annual period of insurance. Other insurance coverage includes automotive, crime, employment practices, fire, general liability, pollution, theft, and workers' compensation. Settlements did not exceed coverage amounts during fiscal years 2023 and 2022.



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In addition to purchasing insurance coverages, PDA maintains a risk transfer program. The PDA's agreements and leases include requirements to provide insurance coverage and coverage provisions, which include: 1) naming PDA as an additional insured; 2) naming PDA as loss payee on property coverage; 3) a waiver of subrogation; and 4) providing that such coverages be primary and non-contributing with respect to coverage PDA maintains.

**17. Defined Benefit Pension Plan**

**Plan Description**

PDA participates in the NHRS, which, as governed by RSA 100-A, is a cost-sharing multiple-employer contributory public employee defined benefit pension plan qualified under section 401(a) of the Internal Revenue Code ("Code") and funded through a trust, which is exempt from tax under Code section 501(a). NHRS is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. NHRS retired members receive a lifetime pension. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters, and permanent police officers within the State are eligible to participate in NHRS. RSA 100-A specifies the benefit terms provided to the members of NHRS.

Although benefits are funded by member contributions, employer contributions, and trust fund assets, NHRS computes benefits on the basis of members' Average Final Compensation ("AFC") and years of creditable service. Unlike a defined contribution plan, NHRS benefits provided to members are not dependent upon the amount of contributions paid into NHRS or the investment return on trust assets.

To qualify for a normal service retirement, members must have attained the age of 60 years old. However, a member who commenced service on or after July 1, 2011 shall not receive a service retirement allowance until attaining the age of 65. The member may receive a reduced allowance after age 60 if the member has at least 30 years of creditable service. The allowance shall be reduced based on a formula, for each month by which the date on which benefits commence precedes the month after which the member attains 65 years of age, by  $\frac{1}{4}$  of one percent.

For members retiring prior to the age of 65, the yearly pension amount is 1.67% of AFC, multiplied by years of creditable service. For members retiring at 65 or older, the yearly pension amount is 1.52% of AFC, multiplied by years of creditable service. For members vested prior to January 1, 2012, AFC is based on the highest three years of creditable service. For members not vested prior to January 1, 2012, or hired on or after July 1, 2011, AFC is based on a member's highest five years of creditable service. At age 65, the yearly pension amount is recalculated with an appropriate graduated reduction based on years and months of creditable service that the member has at the time of retirement.

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**Contributions Required and Made**

The Retirement Plan is financed by contributions from the members, PDA, and investment earnings. Contributions required to cover that amount of cost not met by the members' contributions are determined by a biennial actuarial valuation by the Retirement Plan's actuary. By statute, the Board of Trustees of NHRS administers the plan and is responsible for the certification of employer and member contribution rates.

Commencing July 1, 2011, all Group I employees are responsible to accrue contributions at 7.00% while Group II (Police) employees accrue contributions at a rate of 11.55%. In terms of the employer share of contributions made to the Retirement Plan, the pension contribution rate for Group I employees was 13.75% for the two-year period beginning July 1, 2021 and ending June 30, 2023. For Group II employees, effective July 1, 2021, the contribution rate was 30.67% and remained fixed through June 30, 2023.

For the years ended June 30, 2023 and 2022 contributions to NHRS were \$671,004 and \$593,320, respectively.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At June 30, 2023, PDA reported a liability of \$5,286,773 for its proportionate share of the net pension liability. The net pension liability is based on an actuarial valuation performed as of June 30, 2021 and a measurement date of June 30, 2022. The net pension liability was rolled forward from June 30, 2021 to June 30, 2022. PDA's proportion of the net pension liability was based on a projection of PDA's long-term share of contributions to NHRS relative to the projected contributions of all participating employers as actuarially determined. At June 30, 2022, PDA's proportion of the net pension liability was 0.0922%.

At June 30, 2022, PDA reported a liability of \$4,279,644 for its proportionate share of the net pension liability. The net pension liability is based on an actuarial valuation performed as of June 30, 2020 and a measurement date of June 30, 2021. The net pension liability was rolled forward from June 30, 2020 to June 30, 2021. PDA's proportion of the net pension liability was based on a projection of PDA's long-term share of contributions to NHRS relative to the projected contributions of all participating employers as actuarially determined. At June 30, 2021, PDA's proportion of the net pension liability was 0.0966%.

For the years ended June 30, 2023 and 2022, PDA recognized pension expense of \$522,074 and \$307,810, respectively.

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**June 30, 2023 and 2022**

At June 30, 2023, PDA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net difference between projected and actual investment earnings on pension plan investments	\$ 200,362	\$ -
Change in assumptions	281,214	-
Difference between expected and actual experience	99,223	20,295
Changes in proportion and differences between employer contributions and share of contributions	174,894	208,312
Contributions subsequent to the measurement date	<u>671,003</u>	<u>-</u>
	<u>\$ 1,426,696</u>	<u>\$ 228,607</u>

At June 30, 2022, PDA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net difference between projected and actual investment earnings on pension plan investments	\$ -	\$ 1,196,918
Change in assumptions	446,985	-
Difference between expected and actual experience	119,836	44,805
Changes in proportion and differences between employer contributions and share of contributions	264,843	141,231
Contributions subsequent to the measurement date	<u>593,320</u>	<u>-</u>
	<u>\$ 1,424,984</u>	<u>\$ 1,382,954</u>

Amounts reported as deferred outflows related to pensions resulting from PDA contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2024	\$ 214,720
2025	216,041
2026	(140,140)
2027	<u>236,465</u>
	<u>\$ 527,086</u>



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**June 30, 2023 and 2022**

**Actuarial Assumptions**

The collective total pension liability at June 30, 2023 was determined by a roll forward of the actuarial valuation as of June 30, 2022, using the following actuarial assumptions, which apply to 2021 measurements:

Actuarial cost method	Entry- Age Normal
Amortization method	Level Percentage-of - Payroll, Closed
Remaining amortization period	19 years beginning July 1, 2020 (30 years beginning July 1, 2009)
Asset Valuation Method	5 Year smoothed market for funding purposes; 20% corridor
Investment Rate of Return	6.75% net position plan investment expense, including inflation for 2022 and 2021 valuations
Salary Rate Increase	5.40% and 5.60% averages, including inflation, 2022 and 2021 valuations, respectively
Price Inflation	2.00% for the 2022 and 2021 valuations
Wage Inflation	2.75% for the 2022 and 2021 valuations

Mortality rates were based on the Pub-2010 Healthy Retiree Mortality Tables with credibility adjustments for each group (Police and Fire combined) and projected fully generational mortality improvements using Scale MP-2019, based on the results of the most recent actuarial experience study, which was for the period of July 1, 2016 – June 30, 2019.

The actuarial assumptions for contributions made in the years ended June 30, 2022 and June 30, 2021 were based on the results of an actuarial experience study for the period from July 1, 2015 – June 30, 2019.

**Long-Term Rates of Return**

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation.



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**June 30, 2023 and 2022**

Following is a table presenting target allocations and the geometric real rates of return for each asset class:

<u>Asset Class</u>	<u>Target Allocation</u> <u>2021</u>	<u>Target Allocation</u> <u>2022</u>	<u>Weighted Average Long-Term Expected Real Rate of Return</u>	
			<u>2021</u>	<u>2022</u>
Large Cap Equities	22.50 %	- %	6.46 %	- %
Small/Mid Cap Equities	<u>7.50</u>	-	1.14	-
Total Domestic Equity	<u>30.00</u>	-		
Broad US Equity (1)	-	30.00	-	7.60
Global Ex-US Equity (2)	-	<u>20.00</u>	-	7.90
Total Public Equity	-	<u>50.00</u>		
International Equities (Unhedged)	14.00	-	5.53	-
Emerging International Equities	<u>6.00</u>	-	2.37	-
Total International Equity	<u>20.00</u>	-		
Core US Fixed Income	<u>25.00</u>	<u>25.00</u>	3.60	3.60
Real Estate Equity	10.00	10.00	2.95	6.60
Private Equity	<u>10.00</u>	<u>10.00</u>	7.25	8.85
Total Private Market Equity	<u>20.00</u>	<u>20.00</u>		
Private Debt	<u>5.00</u>	<u>5.00</u>	7.25	7.25
Inflation	-	-	-	2.25
	<u>100.00 %</u>	<u>100.00 %</u>		

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**Discount Rate**

The discount rate used to measure the total pension liability was 6.75% for the 2022 and 2021 valuations. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and as required by RSA 100-A:16. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity Analysis**

The following presents PDA's proportionate share of the net pension liability calculated using the discount rate of 6.75%, as well as what PDA's proportionate share of the pension liability would be if it were calculated using a discount rate that is one-percentage-point lower or one-percentage-point higher than the current rate:

	1% Decrease <u>(5.75%)</u>	Current Discount Rate <u>(6.75%)</u>	1% Increase <u>(7.75%)</u>
PDA's Proportionate Share of the Net Pension Liability	<u>\$ 7,093,516</u>	<u>\$ 5,286,773</u>	<u>\$ 3,784,633</u>

**Pension Plan Fiduciary Net Position**

Detailed information about the pension plan's fiduciary net position is available in the separately issued NHRS annual report available from NHRS' website at <https://www.nhrs.org>.

The pension plan's fiduciary net position has been determined on the same basis used by NHRS. NHRS's financial statements are prepared using the accrual basis of accounting. Both plan member and employer contributions are recognized in the period in which contributions are legally due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value. Investments in both domestic and non-U.S. securities are valued at current market prices and expressed in U.S. dollars. NHRS uses a trade-date accounting basis for these investments. Investments in non-registered commingled funds are valued at net asset value as a practical expedient to estimate fair value.

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**Changes in Assumption for Purposes of Contribution Rates**

On July 1, 2016, the Board of Trustees of NHRS announced a change to adopt revised actuarial assumptions based on the results of a five-year experience study conducted by the retirement systems consulting actuary. Included in these changes was the lowering of the assumed rate of return from 7.75% to 7.25%. This rate was used to set employer contribution rates for fiscal years 2021, 2022, and 2023. On June 9, 2020, the Board of Trustees voted to reduce the retirement system's investment assumptions, lowering the assumed rate of return from 7.25% to 6.75%. By statute, this valuation will determine employer contribution rates for fiscal years 2023 and 2024.

**18. *Other Postemployment Benefits - New Hampshire Retirement System***

**Plan Description**

In addition to providing pension benefits, NHRS administers a cost-sharing multiple-employer defined postemployment medical subsidy healthcare plan designated in statute (RSA 100-A:52, RSA 100-A:52a and RSA 100-A:52-b) by membership type. The membership types are Group II Police Officer and Firefighters, Group I Teachers, Group I Political Subdivision Employees and Group I State Employees. The NHRS OPEB Plan provides a medical insurance subsidy to qualified retired members. The medical subsidy is a payment made by NHRS to the former employer or their insurance administrator toward the cost of health insurance for a qualified retiree, his/her qualified spouse, and his/her certifiably dependent children with a disability who are living in the household and being cared for by the retiree. Under specific conditions, the qualified beneficiaries of members who die while in service may also be eligible for the medical subsidy. For qualified retirees not eligible for Medicare the subsidy amounts were \$375.56 for a single-person plan and \$751.12 for a two-person plan. For those qualified retirees eligible for Medicare, the amounts were \$236.84 for a single-person plan and \$473.68 for a two-person plan. There have been no increases in the monthly maximum subsidy amounts since July 1, 2007. The plan is closed to new entrants.

Substantially all of the State's employees who were hired on or before June 30, 2003 and have 10 years of service may become eligible for these benefits if they reach normal retirement age while working for the State and receive their pensions on a periodic basis rather than a lump sum. During fiscal year 2004, legislation was passed that requires State Group I employees hired on or after July 1, 2003 to have 20 years of State service in order to qualify for health coverage benefits. These and similar benefits for active employees are authorized by RSA 21-I: 30 and provided through the Employee and Retiree Benefit Risk Management Fund (the "Fund"), which is the State's self-insurance fund implemented in October 2003 for active State employees and retirees.



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**Contributions Required and Made**

The State Legislature has indicated it plans to only partially fund (on a pay-as-you-go basis) the annual required contribution ("ARC"), an actuarially determined rate.

Plan members are not required to contribute to the OPEB Plans. PDA makes annual contributions to the OPEB Plans equal to the amount required by RSA 100-a: 52. For all Group I employees, effective July 1, 2021 the annual contribution rate was .078% and remained fixed through June 30, 2023. Effective July 1, 2021, the contribution rate was 3.21% and will remain fixed through June 30, 2023.

PDA's contributions to NHRS for the OPEB Plans for the years ended June 30, 2023 and 2022 were \$43,489 and \$39,283, respectively, which were equal to its ARC.

**OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

At June 30, 2023, PDA reported a liability of \$271,671 for its proportionate share of the net OPEB liability. The net OPEB liability is based on an actuarial valuation performed as of June 30, 2021 and a measurement date of June 30, 2022. The net OPEB liability was rolled forward from June 30, 2021 to June 30, 2022. PDA's proportion of the net OPEB liability was based on a projection of the PDA's long-term share of contributions to NHRS relative to the projected contributions of all participating employers as actuarially determined. At June 30, 2022, PDA's proportion of the net OPEB liability was 0.0719%.

At June 30, 2022, PDA reported a liability of \$356,789 for its proportionate share of the net OPEB liability. The net OPEB liability is based on an actuarial valuation performed as of June 30, 2020 and a measurement date of June 30, 2021. The net OPEB liability was rolled forward from June 30, 2020 to June 30, 2021. PDA's proportion of the net OPEB liability was based on a projection of the PDA's long-term share of contributions to NHRS relative to the projected contributions of all participating employers as actuarially determined. At June 30, 2021, PDA's proportion of the net OPEB liability was 0.0891%.

For the years ended June 30, 2023 and 2022, PDA recognized OPEB (income) expense of \$(42,046) and \$21,143, respectively.



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**June 30, 2023 and 2022**

At June 30, 2023, PDA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net differences between projected and actual investment earnings on OPEB plan investments	\$ 742	\$ -
Contributions subsequent to the measurement date	<u>43,488</u>	<u>-</u>
	<u>\$ 44,230</u>	<u>\$ -</u>

At June 30, 2022, PDA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Net differences between projected and actual investment earnings on OPEB plan investments	\$ -	\$ 4,457
Differences between expected and actual experience	-	74
Contributions subsequent to the measurement date	<u>39,283</u>	<u>-</u>
	<u>\$ 39,283</u>	<u>\$ 4,531</u>

Amounts reported as deferred outflows related to OPEB resulting from PDA contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2024	\$ 123
2025	32
2026	(292)
2027	<u>879</u>
	<u>\$ 742</u>

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**Actuarial Assumptions**

The collective total OPEB liability was determined by a roll forward of the actuarial valuation as of June 30, 2022, using the following actuarial assumptions, which apply to 2021 measurements:

Actuarial cost method	Entry- Age Normal
Amortization method	Level Percentage-of - Payroll, Closed
Remaining amortization period	Not applicable, under <b>statutory funding</b>
Investment Rate of Return	6.75% net of investment expenses, including inflation
Salary Rate Increase	5.40% and 5.60% averages, including inflation, 2022 and 2021 valuations, respectively
Price Inflation	2.00% per year
Wage Inflation	2.75% per year
Healthcare cost trend rates	Not applicable, given the benefits are fixed stipends
Aging factors	Not applicable, given the benefits are fixed stipends

Mortality rates used in the June 30, 2021 valuation were based on the Pub-2010 Healthy Retiree Mortality Tables with credibility adjustments for each group (Police and Fire combined) and projected fully generational mortality improvements using Scale MP-2019, based on the results of the most recent actuarial experience study, which was for the period of July 1, 2016 – June 30, 2019.

**Long-Term Rates of Return**

The long-term expected rate of return on OPEB plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation.

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**June 30, 2023 and 2022**

Following is a table presenting target allocations and the geometric real rates of return for each asset class:

<u>Asset Class</u>	<u>Target Allocation</u> <u>2021</u>	<u>Target Allocation</u> <u>2022</u>	<u>Weighted Average Long-Term Expected Real Rate of Return</u>	
			<u>2021</u>	<u>2022</u>
Large Cap Equities	22.50 %	- %	6.46 %	- %
Small/Mid Cap Equities	<u>7.50</u>	<u>-</u>	1.14	-
Total Domestic Equity	<u>30.00</u>	<u>-</u>		
Broad US Equity (1)	-	30.00	-	7.60
Global Ex-US Equity (2)	<u>-</u>	<u>20.00</u>	-	7.90
Total Public Equity	<u>-</u>	<u>50.00</u>		
International Equities (Unhedged)	14.00	-	5.53	-
Emerging International Equities	<u>6.00</u>	<u>-</u>	2.37	-
Total International Equity	<u>20.00</u>	<u>-</u>		
Core US Fixed Income	<u>25.00</u>	<u>25.00</u>	3.60	3.60
Real Estate Equity	10.00	10.00	6.60	6.60
Private Equity	<u>10.00</u>	<u>10.00</u>	8.85	8.85
Total Private Market Equity	<u>20.00</u>	<u>20.00</u>		
Private Debt	<u>5.00</u>	<u>5.00</u>	7.25	7.25
Inflation	<u>-</u>	<u>-</u>	-	2.25
	<u>100.00 %</u>	<u>100.00 %</u>		

**Discount Rate**

The discount rate used to measure the total OPEB liability was 6.75% for the 2022 and 2021 valuations. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made under the current statute by RSA 100-A:16. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the collective total OPEB liability.

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**Sensitivity Analysis**

The following presents PDA's proportionate share of the net OPEB liability calculated using the discount rate of 6.75%, as well as what PDA's proportionate share of the pension liability would be if it were calculated using a discount rate that is one-percentage-point lower or one-percentage-point higher than the current rate:

	1% Decrease <u>(5.75%)</u>	Current Discount Rate <u>(6.75%)</u>	1% Increase <u>(7.75%)</u>
PDA's Proportionate Share of the Net Pension Liability	\$ <u>294,945</u>	\$ <u>271,671</u>	\$ <u>251,401</u>

**OPEB Plan Fiduciary Net Position**

Detailed information about the OPEB plan's fiduciary net position is available in the separately issued NHRS annual report available from NHRS' website at <https://www.nhrs.org>.

The OPEB plan's fiduciary net position has been determined on the same basis used by NHRS. NHRS's financial statements are prepared using the accrual basis of accounting. Both plan member and employer contributions are recognized in the period in which contributions are legally due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value. Investments in both domestic and non-U.S. securities are valued at current market prices and expressed in U.S. dollars. NHRS uses a trade-date accounting basis for these investments. Investments in non-registered commingled funds are valued at net asset value as a practical expedient to estimate fair value.

**19. Other Postemployment Benefits - The State of New Hampshire**

**Plan Description**

RSA 21-I:30 specifies that the State provide certain health care benefits for retired employees and their spouses through a single-employer (primary government and component units) defined benefit plan. These benefits include group hospitalization, hospital medical care, surgical care, and other medical care. Substantially all of the State's employees who were hired on or before June 30, 2003 and have 10 years of service may become eligible for these benefits if they reach normal retirement age while working for the State and receive their pensions on a periodic basis rather than in a lump sum. During fiscal year 2004, legislation was passed that requires State Group I employees hired on or after July 1, 2003 to have 20 years of state service in order to qualify for retiree health benefits. During fiscal year 2011, legislation was passed that requires Group II employees to have 20 years of State service to qualify for retiree health benefits. Additionally, during fiscal year 2012, legislation was passed requiring Group I employees hired after July 1, 2011 to have 25 years of State service and increasing Group I and II employees hired after July 1, 2011.



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These and similar benefits for active employees and retirees are authorized by RSA 21-I:30 and provided through the Employee and Retiree Benefit Risk Management Fund which is the State's self-insurance internal service fund. The state OPEB Plan funds the cost of medical and prescription drug claims by charging actuarially developed working rates to State agencies for participating employees, retirees, and eligible spouses. An additional major source of funding for retiree benefits is from the NHRS medical subsidy payment described in Note 19. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions. The State administers the plan. It does not issue a separate stand-alone financial report.

**Contributions Required and Made**

The State Legislature has indicated it currently plans to only fund the plan to cover benefit payments (on a pay-as-you-go basis). PDA's contributions to the State for the OPEB Plans for the years ended June 30, 2023 and 2022 were \$124,209 and \$97,034, respectively, which were equal to PDA's share of benefit payments.

**OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

At June 30, 2023, PDA reported a liability of \$5,563,932 for its proportionate share of the State OPEB Plan liability. The OPEB liability is based on an actuarial valuation performed as of December 31, 2021 (adjusted forward using standard actuarial techniques), and a measurement date of June 30, 2022. The OPEB liability was rolled forward from December 31, 2021 to June 30, 2022. PDA's proportion of the OPEB liability was based on a projection of the PDA's long-term share of contributions to the State relative to the projected contributions of all participating employers as actuarially determined. At June 30, 2022, PDA's proportion of the State OPEB Plan's liability was 0.3449%.

At June 30, 2022, PDA reported a liability of \$7,021,875 for its proportionate share of the State OPEB Plan liability. The OPEB liability is based on an actuarial valuation performed as of December 31, 2020 (adjusted forward using standard actuarial techniques), and a measurement date of June 30, 2021. The OPEB liability was rolled forward from December 31, 2020 to June 30, 2021. PDA's proportion of the OPEB liability was based on a projection of the PDA's long-term share of contributions to the State relative to the projected contributions of all participating employers as actuarially determined. At June 30, 2021, PDA's proportion of the State OPEB Plan's liability was 0.3433%.

For the years ended June 30, 2023 and 2022, PDA recognized OPEB credits of \$239,336 and, \$1,529,691 respectively.

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**June 30, 2023 and 2022**

At June 30, 2023, PDA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in Assumptions	\$ 1,016,386	\$ 1,686,212
Differences between expected and actual experience	-	135,680
Changes in proportion and differences between employer contributions and share of contributions	436,980	265,902
Contributions subsequent to the measurement date	<u>124,209</u>	<u>-</u>
	<u>\$ 1,577,575</u>	<u>\$ 2,087,794</u>

At June 30, 2022, PDA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in Assumptions	\$ 1,430,653	\$ 961,564
Differences between expected and actual experience	-	167,959
Changes in Proportion and differences between employer contributions and share of contributions	712,906	526,892
Contributions subsequent to the measurement date	<u>97,034</u>	<u>-</u>
	<u>\$ 2,240,593</u>	<u>\$ 1,656,415</u>

Amounts reported as deferred outflows related to OPEB resulting from PDA contributions subsequent to the **measurement date** will be recognized as a reduction of the OPEB liability in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ended June 30</u>	<u>Amount</u>
2024	\$ 213,812
2025	(210,392)
2026	<u>(356,868)</u>
	<u>\$ (353,448)</u>

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**Actuarial Assumptions**

The collective total OPEB liability was determined by a roll forward of the actuarial valuation as of December 31, 2021, using the following actuarial assumptions, which apply to 2022 measurements:

Actuarial cost method	Entry- Age Normal
Amortization method	Level Percentage-of - Payroll, Closed
Remaining amortization period	30 years
Investment Rate of Return	Not applicable as there are no invested assets
Salary Rate Increase - Group I	14.75% decreasing over 12 years to an ultimate level of 3.25%
Salary Rate Increase - Group II	27.75% decreasing over 8 years to an ultimate level of 4.25%
Discount rate	3.54% for the June 30, 2022 valuation, 2.16% for the June 30, 2021 valuation
Price Inflation	3.25% per year
Wage Inflation	2.75% per year

- **Medical**

- Non-Medicare: 0% for one year, then 17.1% for one year, then 5.25% decreasing by 0.25% each year to an ultimate level of 4.5% per year. For 2021, 0% for one year, then 5.50% decreasing by 0.25% per year to 4.5% per year.
- Medicare: n/a through the contract period, then 4.5% per year.

- **Prescription Drugs**

- Non-Medicare: 15.0% for one year, 25.70% for one year, then 7.25% decreasing by 0.25% each year to an ultimate level of 4.5% per year. For the 2021 valuation, 15.0% for one year, then 7.50% decreasing by 0.25% each year to an ultimate level of 4.5% per year.
- Medicare: 9.5% for one year, (2.6%) for one year, then 8.5% decreasing by 0.5% each year to an ultimate level of 4.5% per year. For 2021 valuation, 9.5% for one year, decreasing by 0.5% each year to an ultimate level of 4.5% per year.

- **Contributions**

- Retiree contributions are expected to increase with a blended medical, prescription drugs and administrative expense trend.



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Mortality rates were based on the following:

- Pre-retirement - PubG-2010 Headcount - Weighted Employee General Mortality Tables for Group I and PubS-2010 Headcount - Weighted Employee Safety Mortality Tables for Group II projected generationally for males and females with scale NP-2019; the same mortality tables were used for the 2021 valuation.
- Postretirement:
  - Healthy: PubG-2010 Headcount-Weighted Healthy Retiree General Mortality Tables for Group I and PubS-2010 Headcount-Weighted Healthy Retiree Safety Mortality Tables for Group II projected generationally for males and females with Scale MP-2019; the same mortality tables were used for the 2021 valuation.
  - Disabled: PubNS-2010 Headcount-Weighted Non-Safety Disabled Retiree Mortality Tables for Group I and PubS-2010 Headcount-Weighted Safety Disabled Retiree Mortality Tables for Group II projected generationally for males and females with Scale MP-2019; the same mortality tables were used for the 2021 valuation.
- The following scale factors for each member classification are applied to all mortality tables:

	<u>Group I</u>	<u>Group II</u>
Scale - Male	101%	96%
Scale - Female	109%	99%

**Discount Rate**

Because the State OPEB Plan is not funded, the discount rate is based on the yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rate of AA/Aa or higher as shown in the Bond Buyer 20-Bond General Obligation Index (3.54% as of June 30, 2022 and 2.16% as of June 30, 2021). This determination is in accordance with GASB Statement No. 75.

**Changes in Assumptions**

The discount rate was increased from 2.16% as of June 30, 2021 to 3.54% as of June 30, 2022. The trend assumptions were revised to reflect known changes in claims experience. For the 2021 assumptions, the discount rate was decreased from 2.21% to 2.16% as of June 30, 2021. The trend assumptions were revised to reflect known changes in claims experience and future expectations. Per capita health costs and administrative expenses were recalculated based on more recent data.



**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Notes to Financial Statements**

**June 30, 2023 and 2022**

**Sensitivity Analysis**

The following presents PDA's proportionate share of the net OPEB liability at June 30, 2023 calculated using the discount rate of 3.54%, as well as what PDA's proportionate share of the OPEB liability would be if it were calculated using a discount rate that is one-percentage-point lower or one-percentage-point higher than the current rate:

	1% Decrease <u>(2.54%)</u>	Current Discount Rate <u>(3.54%)</u>	1% Increase <u>(4.54%)</u>
PDA's Proportionate Share of the Net OPEB Liability	<u>\$ 6,513,016</u>	<u>\$ 5,563,932</u>	<u>\$ 4,806,418</u>

The following presents PDA's proportionate share of the net OPEB liability calculated using the current trend rates, as well as what PDA's proportionate share of the OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current rates:

	1% Decrease	Current Trend Rates	1% Increase
PDA's Proportionate Share of the Net OPEB Liability	<u>\$ 4,637,825</u>	<u>\$ 5,563,932</u>	<u>\$ 6,759,657</u>

**20. Commitments and Contingencies**

**Subsurface Investigation**

During site subsurface investigations conducted at the Market Street Terminal (performed, in part, to support storm water system improvements), the PDA-DPH's environmental consultant found several areas of subsurface soils contaminated with significant levels of the heavy metal mercury. Initial investigations reveal that this contamination is most likely associated with a commercial wood preservation process that was located on a portion of the site and probably operated on the site sometime after 1875 and terminated operations before the State acquired title to the property in the 1960's and prior to July 1, 2001 when PDA-DPH operations were transferred from the State to the PDA. The completed study has been submitted to the New Hampshire Department of Environmental Services and management is awaiting its review and comment. As of June 30, 2023, no liability has been recorded for future pollution remediation obligations, as the amount of any such liability is not reasonably determinable.

**Grant Administration**

PDA receives federal grants, which are subject to review and audit by the grantor agencies. Although these audits could result in expenditure disallowances under the terms of the grants, it is believed that any required reimbursements would not have a material effect on the financial statements.

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Notes to Financial Statements**

**June 30, 2023 and 2022**

**Construction Contracts**

PDA had commitments under construction contracts associated with federal grants totaling approximately \$17,332,000 and \$9,100,000 at June 30, 2023 and 2022, respectively. The more significant commitments under construction contracts at June 30, 2023 included \$6.9 million for the PSM Arrivals Hall project, \$6.0 million for the Main Wharf repair and rehabilitation, \$2.7 million for the DPH Functional Replacement of the Barge Dock, and \$1.1 million for decking and bracing improvements at the Portsmouth Fish Pier.

**Litigation**

From time to time, PDA is involved in pending or threatened lawsuits encountered in the normal course of business. Management of PDA believes that the ultimate outcome of these matters, to the extent not covered by insurance, will not have a material impact on PDA's financial position or operations.

**Joint Stipulation of Dismissal - Conservation Law Foundation**

On November 10, 2016, in an action brought under the Citizen Suit provision of the Clean Water Act ("CWA"), the Conservation Law Foundation ("CLF") filed a complaint in the United States District Court for the District of New Hampshire (the "court") against PDA, its Executive Director, and Board Members, alleging certain violations of the CWA's permitting requirements. The matter is captioned Conservation Law Foundation, Inc. v. Pease Development Authority, et al., Civil Action No. 1:16-cv-00493-SM. In particular, the Complaint alleged PDA failed to obtain and comply with a Small Municipal Separate Storm Sewer System (Small MS4) permit and the associated permit requirements. CLF's Complaint sought injunctive relief and civil penalties.

On January 11, 2019, the Court issued a Joint Notice of Settlement. Elements of the Settlement, which became effective March 9, 2019, (the "Effective Date"), require that the PDA shall:

1. Design and implement various measures concerning the PDA small MS4 including:
  - Submit an application for and supplementary information related to a NPDES Permit, renewal, or modification, for coverage of discharges subject to the Small MS4 permitting program;
  - Design and implement:
    - ◆ A public education and outreach program;
    - ◆ An illicit discharge detection and elimination system;
    - ◆ A construction and post-construction runoff and control programs;
    - ◆ A pollution prevention and good housekeeping program; and
  - Provide annual reporting to the CLF

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Notes to Financial Statements**

**June 30, 2023 and 2022**

2. Within five years of the Effective Date, remove a minimum of five acres of Impervious Surface, as defined. As of June 30, 2020, the five acres had been removed.
3. Pay to CLF \$800,000 as full and complete satisfaction of CLF's claim for attorneys' fees and costs incurred or to be incurred, including any future attorneys' fees and costs related to the implementation or monitoring of compliance with the Settlement. As of June 30, 2020, the full \$800,000 had been paid.

As of June 30, 2023, the application and supplementary information noted above has been submitted to the EPA for review. The noted programs have been designed and their implementation continues.

On October 6, 2020, the Conservation Law Foundation and the Pease Development Authority filed a Stipulation of Dismissal in the case of Conservation Law Foundation, Inc. v. Pease Development Authority, et al, case number 1:16-cv-00493-SM, in the United States District Court for the District of New Hampshire. This filing concluded the ongoing litigation between the parties concerning the permitting and handling of stormwater at the Pease Tradeport, which had been stayed during the implementation of the parties' settlement agreement reached in early 2019. The District Court entered the dismissal as a judgment on October 19, 2020.

**21. COVID-19 Considerations**

In November 2021, PDA was awarded a grant from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery ("GOFERR") under the American Rescue Plan Act's ("ARPA") State and Local Fiscal Recovery Funds ("SLFRF") in the amount of \$1,450,064. In June 2023, an additional \$2,820,310 was awarded to PDA under the SLFRF. The grants were to be spent on various projects at the Division of Ports and Harbors as outlined in the grant agreements. At June 30, 2023 and 2022, PDA has expended \$895,173 and \$1,496,003, respectively. As of June 30, 2023, PDA has \$1,879,198 remaining to be expended through June 30, 2026. The grant revenues are recorded within Contributed Capital on the Statement of Revenue, Expenses, and Changes in Net Position.

In December 2021, PDA was awarded \$1,964,072 in Airport Rescue Grant funding through the FAA. Under the terms of the FAA grant agreement, only expenses incurred or debt service payments made no earlier than January 20, 2020 are eligible for reimbursement. At June 30, 2022, PDA has expended and received the full award of the Airport Rescue Grant funding.

In January 2022, PDA was awarded \$13,000 in Airport Coronavirus Relief Grant Program (ACRGP) funding for a grant of Federal funds associated with Skyhaven airport. Under the terms of the grant agreement, only expenses incurred or debt service payments made no earlier than January 20, 2020 are eligible for reimbursement. At June 30, 2022, PDA has expended and received the full award of the ACRGP funding.

**REQUIRED SUPPLEMENTARY INFORMATION**

Supplementary information is required for all reports filed with the Commission under the Securities Exchange Act of 1934 and the Securities Exchange Act of 1933. The Commission may require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's financial statements or other information filed with the Commission. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's business operations or other information filed with the Commission. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's compliance with the securities laws. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with other persons or entities. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the public. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the government. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the media. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the courts. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the public. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the government. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the media. The Commission may also require a registrant to file supplementary information if the Commission believes that such information is necessary for the Commission to understand the registrant's relationship with the courts.



**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited)**

**Schedule of Collective Net Pension Liability**

The following information is as of June 30:

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Employer Proportion of the Collective Net Pension Liability	0.0922%	0.0966%	0.0965%	0.0872%	0.0911%	0.1014%	0.1032%	0.1074%	0.0982%	0.0967%
Employer's Proportionate Share of the Collective Net Pension Liability	\$ 5,286,773	\$ 4,279,644	\$ 6,170,435	\$ 4,197,804	\$ 4,384,392	\$ 4,986,400	\$ 5,489,977	\$ 4,255,991	\$ 3,687,154	\$ 4,163,828
Employer's Covered - Employee Payroll	\$ 4,323,000	\$ 4,515,000	\$ 4,261,000	\$ 3,735,000	\$ 3,765,000	\$ 3,803,000	\$ 3,848,000	\$ 3,430,000	\$ 3,029,000	\$ 2,843,000
Employer's Proportionate Share of the Collective Net Pension Liability as a % of the Employer's Covered	122.29%	94.79%	144.81%	112.39%	116.45%	131.12%	142.67%	124.08%	121.73%	146.46%
Plan Fiduciary Net Position as a % of the Total Pension Liability	65.12%	72.22%	58.72%	65.59%	64.73%	62.266%	58.30%	65.47%	66.32%	59.81%

*Information above is presented as of the measurement date for the respective reporting periods.*

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Continued)**

**Schedule of Employer Contributions**

The following information is for the years ended June 30:

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Required Employer Contribution	\$ 671,003	\$ 593,320	\$ 499,733	\$ 489,081	\$ 439,882	\$ 452,516	\$ 413,003	\$ 417,908	\$ 360,425	\$ 318,681
Actual Employer Contribution	\$ 671,003	\$ 593,320	\$ 499,733	\$ 489,081	\$ 439,882	\$ 452,516	\$ 413,003	\$ 417,908	\$ 360,425	\$ 318,681
Excess / (Deficiency) of Employer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's Covered Employee Payroll	\$ 4,748,871	\$ 4,323,000	\$ 4,515,000	\$ 4,261,000	\$ 3,735,000	\$ 3,765,000	\$ 3,803,000	\$ 3,848,000	\$ 3,430,000	\$ 3,029,000
Employer Contribution as a % of the Employer's Covered-Employee Payroll	14.13%	13.72%	11.07%	11.48%	11.78%	12.02%	10.86%	10.86%	10.51%	10.52%

*Information above is presented as of the measurement date for the respective reporting periods.*

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Continued)**

**Notes to the Required Supplementary Information**

**Notes:** The roll-forward of the total pension liability from June 30, 2021 to June 30, 2022 reflects expected service and interest costs reduced by actual benefit payments.

The roll-forward of the total pension liability from June 30, 2020 to June 30, 2021 reflects expected service and interest costs reduced by actual benefit payments.

The roll-forward of the total pension liability from June 30, 2019 to June 30, 2020 reflects expected service and interest costs reduced by actual benefit payments.

The roll-forward of the total pension liability from June 30, 2018 to June 30, 2019 reflects expected service and interest costs reduced by actual benefit payments.

The roll-forward of the total pension liability from June 30, 2017 to June 30, 2018 reflects expected service and interest costs reduced by actual benefit payments.

The roll-forward of the total pension liability from June 30, 2016 to June 30, 2017 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total pension liability from June 30, 2015 to June 30, 2016 reflects expected service cost and interest reduced by actual benefit payments.

The roll-forward of the total pension liability from June 30, 2014 to June 30, 2015 reflects expected service cost and interest reduced by actual benefit payments.

Actuarial determined contribution rates for the 2014-2015 biennium were determined based on the June 30, 2011 actuarial valuation.

Actuarial determined contribution rates for the 2016-2017 biennium were determined based on the June 30, 2013 actuarial valuation.

Actuarial determined contribution rates for the 2018-2019 biennium were determined based on the June 30, 2015 actuarial valuation.

Actuarial determined contribution rates for the 2019-2020 biennium were determined based on the June 30, 2017 actuarial valuation.

Actuarial determined contribution rates for the 2020-2021 biennium were determined based on the June 30, 2019 actuarial valuation.

Actuarial determined contribution rates for the 2022-2023 biennium were determined based on the June 30, 2021 actuarial valuation.

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Continued)**

**Schedule of Collective Net Other Postemployment Benefits (OPEB) Liability (NHRS OPEB PLAN)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Employer Proportion of the Collective Net OPEB Liability	0.0719%	0.0891%	0.0891%	0.0803%	0.0840%	0.0946%	0.0961%
Employer's Proportionate Share of the Collective Net OPEB Liability	\$ 271,671	\$ 356,789	\$ 390,020	\$ 352,220	\$ 384,676	\$ 432,717	\$ 465,117
Employer's Covered Employee Payroll	\$ 2,212,535	\$ 2,648,784	\$ 2,579,327	\$ 2,269,615	\$ 2,311,755	\$ 2,523,561	\$ 2,499,949
Employer's Proportionate Share of the Collective Net OPEB Liability as a % of the Employer's Covered - Employee Payroll	12.28%	13.47%	15.12%	15.52%	16.64%	17.15%	18.61%
Plan Fiduciary Net Position as a % of the Total OPEB Liability	10.64%	11.06%	7.74%	7.75%	7.53%	7.91%	5.21%

*Schedule is intended to show 10 years. Additional years will be added as they become available.*

*Information above is presented as of the measurement date for the respective reporting periods.*



**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Continued)**

**Schedule of Employer Contributions**

The following information is as of June 30:

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Required Employer Contribution	\$ 43,489	\$ 39,283	\$ 51,285	\$ 50,499	\$ 45,758	\$ 45,795	\$ 56,092
Actual Employer Contributions	\$ 43,489	\$ 39,283	\$ 51,285	\$ 50,499	\$ 45,758	\$ 45,795	\$ 56,092
Excess/ (Deficiency) of Employer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's Covered Employee Payroll	\$ 2,430,659	\$ 2,212,535	\$ 2,648,784	\$ 2,579,327	\$ 2,269,615	\$ 2,311,755	\$ 2,523,561
Employer Contribution as a % of the Employer's Covered-Employee Payroll	1.79%	1.77%	1.94%	1.96%	2.02%	1.98%	2.22%

*Schedule is intended to show 10 years. Additional years will be added as they become available.*

*Information above is presented as of PDA's fiscal year for the respective reporting periods.*

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Continued)**

**Notes to the Required Supplementary Information**

**Notes:** The roll-forward of the total OPEB liability from June 30, 2021 to June 30, 2022 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from June 30, 2020 to June 30, 2021 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from June 30, 2019 to June 30, 2020 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from June 30, 2018 to June 30, 2019 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from June 30, 2017 to June 30, 2018 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from June 30, 2016 to June 30, 2017 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Continued)**

**Schedule of Collective Net OPEB Liability (STATE OPEB PLAN)**

The following information is as of June 30:

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Employer Proportion of the Collective Net OPEB Liability	0.3449%	0.3433%	0.3438%	0.2940%	0.3616%	0.3501%	0.3345%
Employer's Proportionate Share of the Collective Net OPEB Liability	\$ 5,563,932	\$ 7,021,875	\$ 7,651,974	\$ 5,277,888	\$ 6,907,205	\$ 7,806,000	\$ 9,618,388
Employer's Covered-Employee Payroll	\$ 4,323,000	\$ 4,515,000	\$ 4,261,000	\$ 3,735,000	\$ 3,765,000	\$ 3,803,000	\$ 3,848,000
Employer's Proportionate Share of the Collective Net OPEB Liability as a % of the Employer's Covered-Employee Payroll	128.71 %	155.52 %	179.58 %	141.31 %	183.46 %	205.26 %	249.96 %
Plan Fiduciary Net Position as a % of the Total OPEB Liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

*Schedule is intended to show 10 years. Additional years will be added as they become available.*

*Information above is presented as of the measurement date for the respective reporting periods.*

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Required Supplementary Information (Unaudited) (Concluded)**

**Notes to the Required Supplementary Information**

There are no assets accumulated in a trust that meets the criteria in GASB 75 paragraph 4 to pay related benefits.

**Changes of assumptions:** Changes in assumptions reflect trend assumption revisions to reflect current experience and future expectations. The discount rate increased from 2.16% as of June 30, 2021 to 3.54% as of June 30, 2022. The discount rate decreased from 2.21% as of June 30, 2020 to 2.16% as of June 30, 2021.

**Notes:** The roll-forward of the total OPEB liability from December 31, 2021 to June 30, 2022 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from December 31, 2020 to June 30, 2021 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from December 31, 2019 to June 30, 2020 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.

The roll-forward of the total OPEB liability from December 31, 2018 to June 30, 2019 reflects expected service and interest costs reduced by actual benefit payments, refunds, and administrative expenses for the plan year.





**INDEPENDENT AUDITOR'S REPORT ON INTERNAL  
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Pease Development Authority (PDA), a component unit of the State of New Hampshire, which comprise the statement of net position as of June 30, 2023, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended and the related notes to the financial statements, which collectively comprise PDA's basic financial statements, and have issued our report thereon dated REPORT DATE.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered PDA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of PDA's internal control. Accordingly, we do not express an opinion on the effectiveness of PDA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of PDA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether PDA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PDA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PDA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Manchester, New Hampshire  
REPORT DATE

PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)

Reports Required by Government Auditing Standards  
and Uniform Guidance

Year ended June 30, 2023

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## **PEASE DEVELOPMENT AUTHORITY**

**(A Component Unit of the State of New Hampshire)**

### **Section II**

**Reports Required by *Government Auditing*  
Standards and Uniform Guidance**

***Year ended June 30, 2023***



**PEASE**

**INTERNATIONAL**

**PEASE DEVELOPMENT AUTHORITY**

**PORTSMOUTH, NH**

**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Reports Required by *Government Auditing Standards*  
and Uniform Guidance**

**Year Ended June 30, 2023**

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL  
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Pease Development Authority (PDA), a component unit of the State of New Hampshire, which comprise the statement of net position as of June 30, 2023, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended and the related notes to the financial statements, which collectively comprise PDA's basic financial statements, and have issued our report thereon dated REPORT DATE.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered PDA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of PDA's internal control. Accordingly, we do not express an opinion on the effectiveness of PDA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of PDA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether PDA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of PDA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PDA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Manchester, New Hampshire  
REPORT DATE

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;  
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Pease Development Authority's (PDA) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of PDA's major federal programs for the year ended June 30, 2023. PDA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, PDA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of PDA and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the PDA's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to PDA's federal programs.



### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the PDA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is **considered material** if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the PDA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the PDA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the PDA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the PDA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



Board of Directors  
Pease Development Authority  
(A Component Unit of the State of New Hampshire)

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the basic financial statements of PDA as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise PDA's basic financial statements. We have issued our report thereon dated REPORT DATE, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Manchester, New Hampshire  
REPORT DATE

**PEASE DEVELOPMENT AUTHORITY**  
**(A Component Unit of the State of New Hampshire)**

**Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2023**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal AL Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
<u>U.S Department of Transportation</u>			
Direct:			
Airport Improvement Program			
3-33-0016-064-2019	20.106		\$ 21,976
3-33-0016-067-2020	20.106		1,101
3-33-0016-069-2021	20.106		541,499
3-33-0016-070-2021	20.106		1,002
3-33-0016-074-2022	20.106		1,796
SBG-15-11-2021	20.106		13,000
X-A004(979)	20.106		38,761
3-33-0016-075-2023	20.106		71,413
PSM Arrivals Hall Expansion	20.106		<u>97,112</u>
Total AL 20.106			787,660
National Infrastructure Investments			
693JF71910009	20.933		<u>2,761,681</u>
Total U.S Department of Transportation			<u>3,549,341</u>
<u>Department of Treasury</u>			
Passed Through State of New Hampshire:			
Coronavirus - State and Local Fiscal Recovery Funds	21.027	N/A	<u>895,173</u>
<u>U.S. Department of Homeland Security</u>			
Direct:			
Port Security Grant Program	97.056		<u>78,330</u>
Total Expenditures of Federal Awards			<u>\$ 4,522,844</u>

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The accompanying notes are an integral part of these financial statements.

**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2023**

**1. Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of Pease Development Authority (PDA) during the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of PDA, it is not intended to, and does not, present the net position, changes in net position or cash flows of PDA.

**2. Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Office of Management and Budget Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, for federal agreements entered into before December 26, 2014, and the Uniform Guidance for federal agreements entered into on or after December 26, 2014, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

PDA has not elected to use the 10% de minimis indirect cost rate.

**PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2023**

**Section I. Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued: Unmodified  
 Internal control over financial reporting:  
 Material weakness(es) identified?  Yes  No  
 Significant deficiency(ies) identified that are not considered to be material weaknesses?  Yes  None Reported  
 Noncompliance material to financial statements noted?  Yes  No

Federal Awards

Internal control over major programs:  
 Material weakness(es) identified?  Yes  No  
 Significant deficiency(ies) identified that are not considered to be material weaknesses?  Yes  None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance?  Yes  No

Identification of Major Programs:

<u>AL Number(s)</u>	<u>Name of Federal Program or Cluster</u>
20.933	U.S.Department of Transportation: National Infrastructure Investments
21.027	U.S. Department of Treasury Coronavirus- State and Local Fiscal Recovery Fund

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  Yes  No



PEASE DEVELOPMENT AUTHORITY  
(A Component Unit of the State of New Hampshire)

Schedule of Findings and Questioned Costs (Concluded)

Year Ended June 30, 2023

Section II. Findings Relating to the Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted.


Section III. Findings for Each Major Federal Program

None noted.

DRAFT

**MEMORANDUM**

**TO:** Pease Development Authority Board of Directors

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

**DATE:** October 10, 2023

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

\*\*\*\*\*

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

1. Name: Apex Design & Build  
License: Right of Entry  
Location: 360 Corporate Drive  
Purpose: For vehicle parking and the installation of a construction trailer  
Term: September 18, 2023 through January 31, 2024
  
2. Name: Jalbert Leasing, Inc. d/b/a C&J Bus Lines  
License: Right of Entry  
Location: Hampton Street South Lot  
Purpose: parking C&J customer vehicles on a valet basis only  
Term: September 22, 2023 through November 30, 2023
  
3. Name: Skyhaven Flying Club, Inc.  
License: Right of Entry  
Location: Skyhaven Airport  
Purpose: Housing and Using a Flight Simulator  
Term: Exercise last option through September 30, 2024
  
4. Name: ATDG, LLC  
License: Right of Entry  
Location: 360 Corporate Drive  
Purpose: Geotechnical review and site survey purposes  
Term: September 27, 2023 through January 31, 2024

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

September 14, 2023

Mr. Jeff Kilburg  
Apex Design Build  
9550 W Higgins Road, #170  
Rosemont, IL 60018

**Re: Right of Entry**  
**360 Corporate Drive, Portsmouth, NH**

Dear Mr. Kilburg:

This letter will authorize Apex Design Build, ("Apex"), with an address of 9550 W Higgins Road, #170, Rosemont, IL 60018, to enter upon and utilize a portion of the asphalt parking area at 360 Corporate Drive, Portsmouth, New Hampshire, as shown on the attached **Exhibit A** (the "Premises") for vehicle parking and the installation of a construction trailer commencing September 18, 2023 through January 31, 2024 (the "Term") for the purposes of operating a temporary office and meeting space. The privileges granted under this Right of Entry will expire on January 31, 2024.

This authorization is conditioned upon the following:

1. Apex 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. Apex 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 Apex'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. Apex further agrees to defend and indemnify 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 Apex'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..

Page Two

September 14, 2023

Re: Right of Entry

360 Corporate Drive, Portsmouth, NH

2. Apex acknowledges and agrees that this Right of Entry: (a) allows only temporary use of the Premises; and (b) is granted on a non-exclusive basis subject to PDA's right and obligation to manage the Tradeport and Airport. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport and Tradeport activities.

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

Each such policy or certificate therefor issued by the insurer shall contain: (i) a provision that no act or omission of any employee, officer or agent of Apex 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 Apex that such policies will not be cancelled. Should a policy cancellation occur, PDA will be advised in accordance with policy provisions.

4. Apex shall ensure that vehicles, trailers and equipment 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), trailers and equipment left on the Premises, time being of the essence.

5. Apex 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. Apex or any contractor of Apex 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.

6. Apex shall coordinate the initial snow removal with the PDA Maintenance Department. All snow removal, sanding, and salting shall be at Apex's own cost and expense.

7. Apex agrees that Apex's maintenance and management of the Premises shall be done at its own costs and expense.



Page Three

September 14, 2023

Re: **Right of Entry**

**360 Corporate Drive, Portsmouth, NH**

8. Either party may terminate this Right of Entry upon five (5) business days written notice to the other. If terminated by the PDA, Apex shall have up to seven (7) business days to remove its property from the Premises and shall restore the Premises to the same or better conditions than the Premises was in before its use pursuant to this Right of Entry. Any vehicles, trailer or equipment left on the Premises following termination may be removed from the Premises by the PDA at the expense of Apex.

9. Apex 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.

10. Apex agrees to pay PDA a \$1,000.00/month fee for use of the Premises, prorated for the period of use under this Right of Entry (the "Fee"):

<b>Portion of 360 Corporate Drive</b>	<b>\$1,000.00/month</b>
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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.

11. **Municipal Services Fee.** In addition to the Fee required to be paid under the terms of this ROE, Apex 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.

<b>Municipal Services Fee</b>	<b>\$100.00/month</b>
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12. Apex agrees that it may not pave any portion of the Premises which it has been granted the use of pursuant to this ROE, without the express written permission of the PDA.

13. Apex shall provide PDA with contact information of a local representative from Apex, who shall be available to respond to communications concerning this ROE.

Page Four

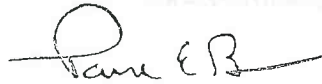
September 14, 2023

Re: **Right of Entry**

360 Corporate Drive, Portsmouth, NH

Please indicate by your signature below Apex'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.

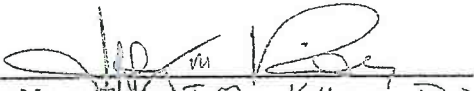
Very truly yours,



Paul E. Brean  
Executive Director

Agreed and accepted this 15 day of September, 2023

Apex Design Build

By:   
Print Name/Title Jeffrey Kilburg, Project Director  
Duly Authorized

cc: Suzy Anzalone, Director of Finance  
Chasen Congreves, Director of Operations

Page Five  
September 14, 2023

Re: **Right of Entry**  
**360 Corporate Drive, Portsmouth, NH**

EXHIBIT A  
PREMISES

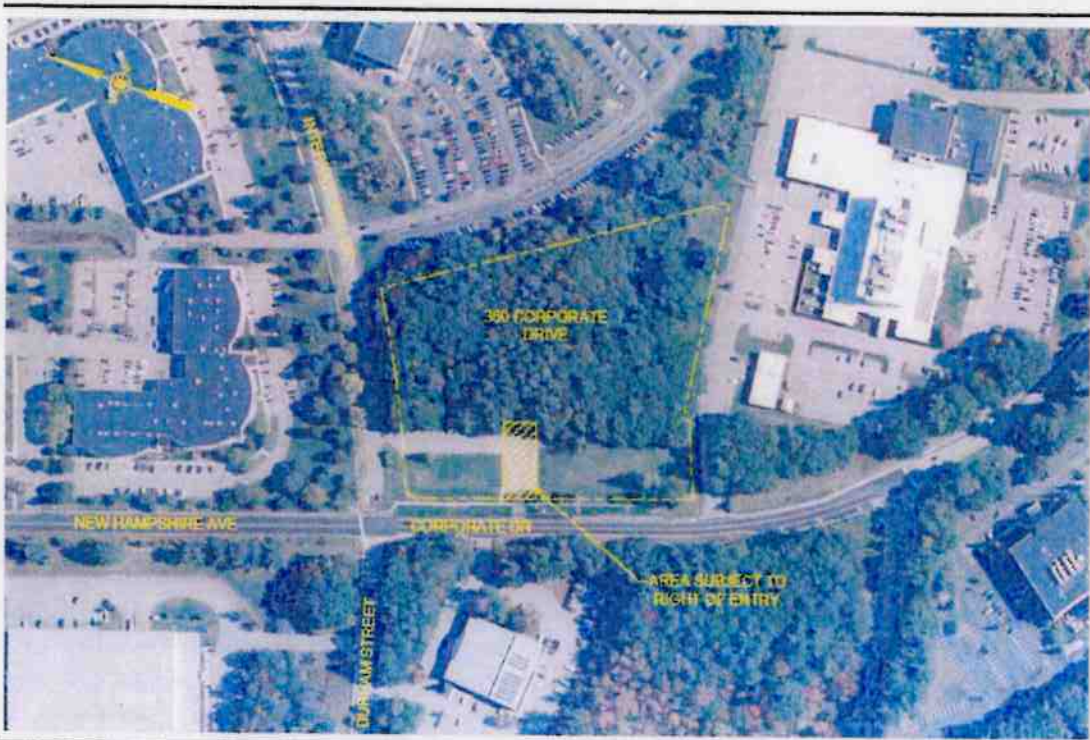


Exhibit Depicting Right of Entry for 360 Corporate Drive

DESIGNED BY: MRM    DATE: 9/11/23    SCALE: 1"=200'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

September 22, 2023

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

**Re: Right of Entry  
Hampton Street South, 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 Hampton Street, Portsmouth, New Hampshire, as shown on the attached **Exhibit A** (the "Premises") commencing September 22, 2023 through November 30, 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 November 30, 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



Page Two

September 22, 2023

**Re: Rights of Entry**

**Hampton Street South, Portsmouth, NH**

invitees use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

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.

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

Page Three

September 22, 2023

Re: **Rights of Entry**

**Hampton Street South, Portsmouth, NH**

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"):

Hampton Street South	0.90 acres (39,204 sf)	\$1,143.25/mo.
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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.

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

Page Four

September 22, 2023

Re: **Rights of Entry**

**Hampton Street South, Portsmouth, NH**

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.

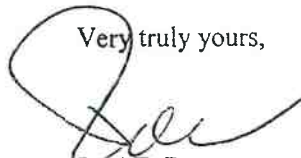
Municipal Services Fee \$262.95

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 22 day of September, 2023

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

By: 

Print Name/Title: Janur Lesmak, VP

Duly Authorized

cc: Suzy Anzalone, Director of Finance  
Chasen Congreves, Director of Operations

Page Five

September 22, 2023

Re: **Rights of Entry**  
**Hampton Street South, Portsmouth, NH**

EXHIBIT A  
PREMISES

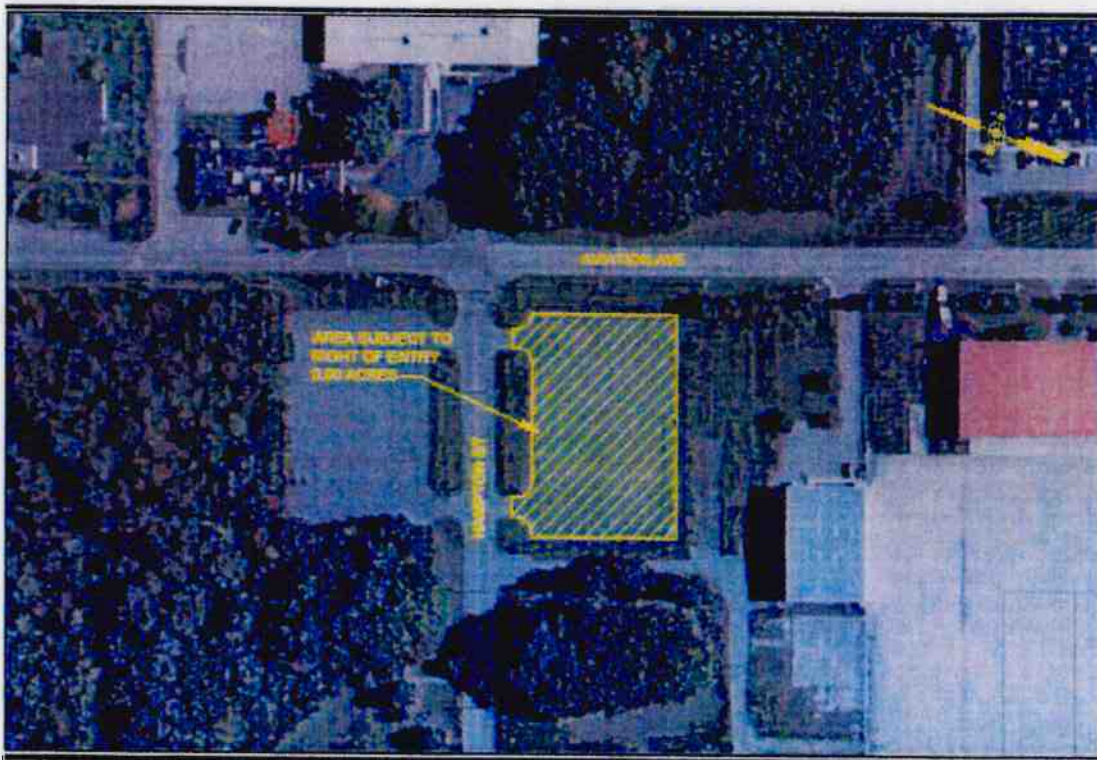


Exhibit Depicting ROE for C&J Satellite Parking

DESIGNED BY: MPM    DATE: 2/17/23    SCALE: 1"=120'



**PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



September 28, 2023

**Via Email:** [president@skyhavenflyingclub.org](mailto:president@skyhavenflyingclub.org)

John Loop, President  
Skyhaven Flying Club, Inc.  
PO Box 1306  
Dover, NH 03821

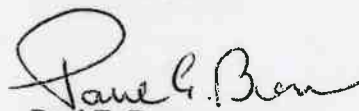
**Re: Right-of-Entry - Skyhaven Flying Club, Inc.  
Skyhaven Airport, Rochester, NH**

Dear Mr. Loop:

In accordance with the terms and conditions of a Right of Entry dated September 16, 2022, to enter upon a portion of the airport terminal building as more specifically described in Exhibit A at Skyhaven Airport, 238 Rochester Hill Road, Rochester, NH 03867 (the "Premises"), the request to extend the Right of Entry for an additional one (1) year to September 30, 2024 will be reported to the Board of Directors at their October 19, 2023 meeting.

Please provide PDA with a current certificate of insurance before conducting any activities pursuant to the Right of Entry. Please let me know if you have any questions.

Very truly yours,



Paul E. Brean  
Executive Director

PEB/rao

cc: Anthony I. Blenkinsop, Deputy Director / General Counsel  
Andrew Pomeroy, Manager, Aviation Planning & Regulatory Compliance  
Suzy Anzalone, Director of Finance

September 27, 2023

Alexander Slocum, MD  
ATDG, LLC  
7 Sinclair Drive  
Exeter, NH 03833

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

Dear Dr. Slocum,

This letter will authorize ATDG, LLC ("ATDG") and/or its agents and contractors to enter upon the premises shown in the attached Exhibit A (the "Premises") for the period beginning October 2, 2023 through January 31, 2024 for geotechnical review and site survey purposes. Such inspection may include a review of environmental matters, including soils testing, wetlands review, adequacy of utility services, general site conditions, and any other inspection or evaluation of the Premises you deem necessary. ATDG may cut and remove brush in order to assist with the mapping of wetlands and performance of soil borings subject to the approval of the PDA Engineering Department. This Right of Entry will expire at the close of business on January 31, 2024 unless otherwise extended by written agreement of ATDG and Pease Development Authority.

This authorization is conditioned upon the following:

1. ATDG providing Pease Development Authority, upon execution of this letter of authorization or promptly upon completion of its inspection, with a copy of any report, letter, or summary with respect to conditions found at the Premises;
2. ATDG's agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. ATDG 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 ATDG's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. ATDG further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority, its officers, board members, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney's fees arising out of ATDG's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

Page Two

September 27, 2023

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

3. ATDG and any agent or contractor of ATDG providing PDA with satisfactory evidence of commercial general liability insurance to a limit of not less than Two Million Dollars (\$2,000,000), naming the PDA as an additional insured. ATDG and any agent or contractor of ATDG providing PDA with satisfactory evidence of automobile liability insurance coverage in the amount of \$1,000,000.00 and workers' compensation coverage to statutory limits. Each such policy or certificate therefor issued by the insurer shall contain (i) an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice by mail to PDA, (ii) with the exception of workers compensation coverage, provide that the insurer shall have no right of subrogation against the PDA and (iii) a provision that any liability insurance coverage required to be carried shall be primary and non-contributory with respect to any insurance carried by PDA.

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

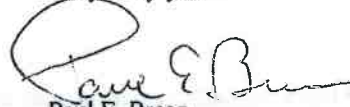
5. ATDG's agreement to restore said premises to its condition as the same existed prior to the commencement of any work undertaken pursuant to this Right of Entry.

6. ATDG's agreement herein that no geotechnical exploration shall be done on the Site without proper clearance from PDA Engineering Department.

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


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

Very truly yours,

  
Paul E. Brean  
Executive Director

Agreed and accepted this 28<sup>th</sup> day of September, 2023.

ATDG, LLC

By:   
Print Name: Alexander H. Skarum, Jr.  
Its Duly Authorized: 9/28/2023



Page Three  
September 27, 2023

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

EXHIBIT "A"  
PREMISES



Right of Entry for 360 Corporate Drive

DESIGNED BY: MRM    DATE: 11/10/21    SCALE: 1"=200'

 **PEASE DEVELOPMENT AUTHORITY**

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



## MEMORANDUM

TO: Pease Development Authority Board of Directors

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

DATE: October 10, 2023

SUBJECT: Lease Report


\*\*\*\*\*

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

1. Tenant: Accellion USA LLC dba Kiteworks  
Space: 195 New Hampshire Avenue (Suite # 150)  
Use: General Office use which must confirm to the uses authorized by the Pease Development Authority  
Term: Six (6) Years

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

## MEMORANDUM

To: Pease Development Authority Board of Directors  
From: Paul E. Brean, Executive Director   
Date: October 6, 2023  
Re: Sublease between 222 International, Limited Partnership and Accellion USA LLC dba Kiteworks

---

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 222 International, Limited Partnership ("222ILP") and **Accellion USA LLC dba Kiteworks ("Accellion")** for **4,898** square feet at 195 New Hampshire Avenue (Suite #150) for a period of six (6) years. **Accellion** will use the premises for general office use which must conform to the uses authorized by the Pease Development Authority.

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 222ILP's continued primary liability for payment of rent and other obligations pursuant to the PDA/200ILP Sublease.

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

## NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 222 INTERNATIONAL, LIMITED PARTNERSHIP ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

### RECITALS

A. The Parties entered into a Lease for 222 International Drive at Pease International Tradeport on September 7, 1999 (the "Lease") and amended by Lease Amendment No. 1 effective April 1, 2000 to include 195 New Hampshire Avenue, Pease International Tradeport, Portsmouth, New Hampshire.

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

1. the use of the subleased Premises associated with the Lease is permitted under the original Lease;
2. the sublease is consistent with the terms and conditions of the original Lease;
3. 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 4,898 square feet within the Leased Premises at 222 International Drive (Suite #150) to **Accellion USA LLC dba Kiteworks ("Accellion")**, is duly organized and existing under the laws of the State of New Hampshire, and is qualified to do business in the State of New Hampshire.

D. The proposed sublease to **Accellion** is for general office use which must conform to the uses authorized by the Pease Development Authority.

### TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **Accellion** for approximately 4,898 square feet within the Leased Premises.
2. Upon execution of the sublease with **Accellion**, 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 **Accellion**.
3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

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

This Notice of Consent is executed, effective this 28 day of September, 2023 by the Pease Development Authority.

**PEASE DEVELOPMENT AUTHORITY**

By:   
Its: Executive Director

AGREED AND ACCEPTED

**222 INTERNATIONAL, LIMITED PARTNERSHIP**

9.12.23  
Date


By:   
Its: Co-Manager



EXHIBIT A  
SUBLEASED PREMISES

THIS AGREEMENT  
IS MADE  
BETWEEN  
THE INTERNATIONAL LIMITED PARTNERSHIP  
BY  
SHEILA GIBSON  
AND  
ACCELION AND LLC AND PARTNERS  
AS  
SUBLEASEE  
OF NEW HAMPSHIRE STATE  
SIXTH FLOOR  
PORTSMOUTH NEW HAMPSHIRE 02801  
DATED 22 OF APRIL 2012

J

SUBLEASE

BETWEEN

222 INTERNATIONAL, LIMITED PARTNERSHIP

AS  
"SUBLESSOR"

AND

ACCELLION USA LLC d/b/a KITEWORKS

AS  
"SUBLESSEE"


195 NEW HAMPSHIRE AVENUE

SUITE #150

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF AUGUST 10, 2023

## MEMORANDUM

**TO:** Pease Development Authority Board of Directors  
**FROM:** Paul E. Brean, Executive Director   
**DATE:** October 10, 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:** US Ecology (fka NRC East Environmental Services, Inc.)  
**Board Authority:** Board approval at its August 22, 2019 meeting  
**Summary:** Exercise PDA's last one-year option of Agreement for Emergency Spill Response & Waste Disposal Services
  
2. **Project Name:** Jacobs Engineering Group, Inc.  
**Board Authority:** Director Fournier  
**Summary:** Eversource Consult Scope of Services  
**Cost:** \$2,180.00

October 3, 2023

VIA EMAIL

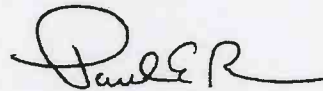
Brittney Hutchinson  
Account Executive  
US Ecology  
60 West Road  
Portsmouth, NH 03801  
[brittney.hutchinson@republicservices.com](mailto:brittney.hutchinson@republicservices.com)

**Re: US Ecology - Agreement for Emergency Spill Response & Waste Disposal Services**

Dear Ms. Hutchinson:

In accordance with the Agreement for US Ecology, the Pease Development Authority is exercising the last of its one year options to extend the Agreement effective October 1, 2023, on the same terms and conditions. As such, the Agreement will now expire on September 30, 2024, unless otherwise terminated. Kindly countersign this letter below and return it to me at your earliest convenience.

Sincerely,



Paul E. Brean  
Executive Director

Acknowledged this 3 day of October, 2022

US Ecology

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

Print Name & Title: \_\_\_\_\_



Exhibit A - Attachment 10  
Scope of Work

Eversource Consultation

for

THE PEASE DEVELOPMENT AUTHORITY  
PORTSMOUTH INTERNATIONAL AIRPORT

I. GENERAL

The Pease Development Authority (the Owner) desires to obtain electrical engineering consultation services related to an Eversource project at PSM. Eversource intends to bring a new power supply to the base and the Owner requests Jacobs to attend meetings (as outlined below) with themselves and Eversource and to provide input and recommendations based on these meetings.

For the proposed project, Jacobs Engineering Group Inc., hereinafter referred to as the "Engineer", agrees to perform the following scope of services associated with the above referenced Project in accordance with the Master Services Agreement dated 6/9/2021.

II. ARTICLE B – ELECTRICAL CONSULTATION

A. ELECTRICAL CONSULTATION

- i. The Engineer shall attend (1) pre meeting with the Owner, (1) meeting with PDA and Eversource, and (1) follow-up meeting as needed.
- ii. The Engineer shall provide the Owner with interpretations and recommendations following each meeting with Eversource.

III. ARTICLE B – PROJECT ADMINISTRATION

The Engineer shall complete additional tasks associated with overseeing the overall execution of the project. The specific items of work shall include:

- A. The Engineer shall prepare invoices on a monthly basis as required for the duration of this project. One (1) invoice assumed.
- B. The Engineer shall perform quality review of all documents prior to distribution.

COST: This work will be billed on a time and material basis in accordance with the following rates:

Classification	Rate
Project Manager	\$129/Hr
Senior Electrical Engineer	\$160/Hr

The cost of this work shall not exceed \$2,180.00 without prior authorization from the Pease Development Authority.

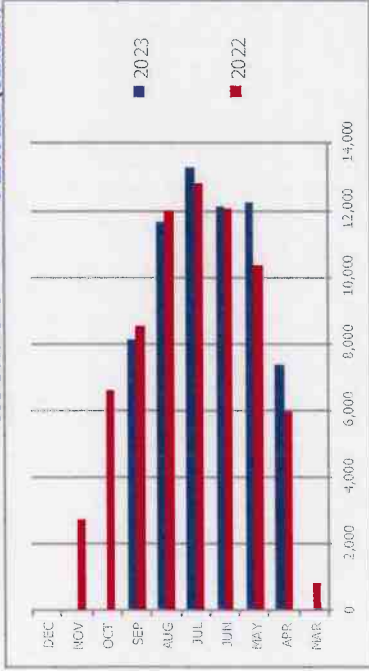
AUTHORIZATION TO PROCEED

Accepted by:  , Date: 10/10/2023  
Pease Development Authority

ATTACHMENTS:

# KEY GOLF COURSE BENCHMARKING DATA

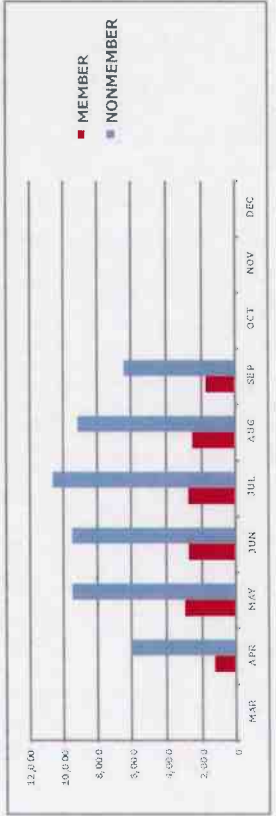
ROUNDS OF GOLF PLAYED (SEASON)



ROUNDS PLAYED	2023 SEASON	2022 SEASON	2021 SEASON
ROUNDS PLAYED	64,875	71,985	66,590

RAIN DAYS	2023 SEASON	2022 SEASON	2021 SEASON
RAIN DAYS	49	51	49

2023 MEMBER / NONMEMBER ROUNDS (SEASON)



GRILL 28 GROSS SALES	FY 2024	FY 2023	CONCESSION FEES EARNED (17%)	CONCESSION FEES EARNED (17%)
JULY	327,065	\$495	55,601	296,042
AUGUST	348,564	\$827	59,256	360,829
SEPTEMBER	307,833	\$1,509	52,332	297,268
OCTOBER	-	\$4,441	0	227,600
NOVEMBER	-	\$13,652	0	147,784
DECEMBER	-	\$21,235	0	171,720
JANUARY	-	\$27,493	0	144,384
FEBRUARY	-	\$26,027	0	141,590
MARCH	-	\$27,745	0	156,867
APRIL	-	\$5,099	0	229,175
MAY	-	\$280	0	329,489
JUNE	-	\$1,255	0	347,121
<b>TOTAL</b>	<b>\$3,186</b>	<b>\$130,058</b>	<b>\$167,189</b>	<b>\$2,849,869</b>

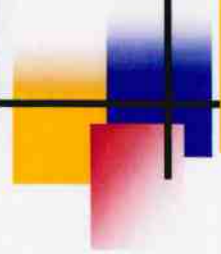
CLUB/ COURSE FUNCTIONS	FY 2024 YTD	FY 2023 YTD
GROUPS 20-59	22,670	37,614
TOURNAMENT PLAY	126,871	119,562
LEAGUES	34,902	37,864
FOOD AND ROOM FEES	147,879	130,413

2023 ROUNDS- SEASON		
MEMBER	13,694	
NONMEMBER	51,181	
<b>TOTAL</b>	<b>64,875</b>	

2022 ROUNDS- SEASON		
MEMBER	15,533	
NONMEMBER	56,452	
<b>TOTAL</b>	<b>71,985</b>	



# AIRPORT REPORT PERIOD ENDING SEPTEMBER 2023



<b>SEPTEMBER ENPLANEMENTS</b>	2023
Scheduled Enplanements	2,589
Chartered Enplanements	2,402
<b>Total Enplanements</b>	<b>4,991</b>
<b>2023 Enplanements YTD</b>	<b>59,637</b>

**REVENUE PARKING** \$17,367

439 Transactions @ \$39.55

**FUEL FLOWAGE FEES** \$71,046.56

- Total Gallons 1,184,109
- CRAF and DOD 52%
- Commercial 32%
- General Aviation 16%


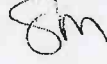


- **Fuel Pricing**
  - Port City Air Retail; \$6.40 Jet A
  - Port City Air Retail; \$6.35 100LL
  - Northeast Avg; \$6.90 Jet A, \$7.30 100LL
- **Grant Projects**
  - Domestic Arrivals Hall Upgrades
  - Taxiway Alpha
- **ARFF INDEX E**
- **FAA Certification Inspection**
- **FAA Triennial Drill**





## Memorandum

To: John Meehan, Airport Operations Manager   
From: Sandy McDonough, Airport Community Liaison   
Date: October 3, 2023  
Re: Noise Report for September, 2023

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The Portsmouth International Airport at Pease ("PSM") received five (5) noise inquiries in September 2023. Three of the inquiries concerned helicopters flying over the Sherburne neighborhood located southeast of the airfield. One inquiry, also from the Sherburne neighborhood, concerned military jets. The last inquiry was a Salem, New Hampshire resident calling with concerns regarding military aircraft operating over Portsmouth, New Hampshire.

- September 8, 2023: A caller from Portsmouth, NH who resides in the Sherburne neighborhood, called to express their concern about the arriving military traffic. The military jets were arriving in preparation of the Air Show which was held on September 9<sup>th</sup> and 10<sup>th</sup>.
- September 10, 2023: A resident of the Sherburne neighborhood called about a loud helicopter flying over his neighborhood. The helicopter was a military helicopter participating in the Air Show.
- September 20, 2023: A resident of the Sherburne neighborhood called about a yellow helicopter flying over his house. PSM was not able to identify the helicopter.
- September 22, 2023: A resident of the Sherburne neighborhood called concerning helicopters flying over the neighborhood. PSM was not able to identify the helicopter.
- September 27, 2023: A Salem, NH resident called concerning aircraft flying overhead in Portsmouth in an unsafe manner.



PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

**RIGHT OF ENTRY**

Pease Development Authority Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market Street, Portsmouth, NH 03801, under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Luciano's Excavation, Inc. ("Luciano's") of 41 Taunton Green Ste. 102, Taunton, MA 02780 to use certain property of the PDA-DPH as specified herein, pursuant to the terms of this ROE and for no other uses unless expressly authorized in writing:

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

PURPOSE OF ROE: **Use of a portion of Premises for Overnight Berthing for 1 (one) crew boat and 1 (one) push boat and parking for up to 10 vehicles in conjunction with the Hampton Jetty Repair Project, all in areas of the Premises as directed by PDA-DPH.**

PERIOD OF USE: **October 2, 2023 through March 1, 2024**

FEE(s): **As outlined in item 8**

This ROE is given to Luciano's subject to the following conditions:

1. The term of the ROE shall begin on **October 2, 2023** and expire on **March 2, 2024**.
2. **Luciano's** is authorized to utilize a portion of the Premises for the purpose of **Overnight Berthing for 1 (one) crew boat and 1 (one) push boat and parking for up to 10 vehicles**. Luciano's agrees to work cooperatively with PDA-DPH and to abide by all restrictions on use which may be imposed to ensure the interests of the facility are being served and met.
3. Use of the Premises by **Luciano's** may be limited at the sole discretion of PDA-DPH in order to ensure there is no interference with access to, and use of, the Premises. PDA-DPH agrees to work cooperatively with **Luciano's** to accommodate its needs, if possible, during such periods of time.
4. **Luciano's** shall maintain a clear, safe lane for emergency responders, their vehicles and/or equipment to access the floating concrete docks.
5. **Luciano's** use of the Premises shall not adversely impact or interfere with the use of the Premises by other entities authorized to use the Premises.
6. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by **Luciano's**, or any of its employees, agents, servants, invitees, licensees, or contractors, use of the Premises shall be reimbursed by **Luciano's** within 30 days.

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

8. Luciano's shall pay PDA-DPH all applicable fees as set forth below:

- a. Berthing Fee \$8.00 per foot, per quarter (two), per vessel (two) berthed
- b. Parking Fee \$750.00 parking for up to 10 (ten) vehicles, valid for the ROE term
- c. Electricity (vessels) \$100 for the term of the ROE

Applicable charges shall be paid upon execution of the ROE.

9. Luciano's use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, servants, invitees, licensees, or contractors upon the Premises and/or the exercise of any of the authorities granted herein, unless said loss, damage, injury, or death is caused solely by the negligent act(s) of the PDA-DPH. Luciano's shall indemnify, defend (with counsel acceptable to the PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, contractor's fees and expert's fees) resulting or arising during the term of this ROE:

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

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

11. Luciano's shall submit a project schedule to the PDA-DPH Operations Manager for prior approval by PDA-DPH.

12. Luciano's shall obtain a berthing permit from PDA-DPH for each vessel to be berthed at the Premises.

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



14. The Division Director or its designee may, at his or her sole discretion and for the purposes of safety or other operational factors, relocate Luciano's or its areas of use of the Premises as may be required or necessary.

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

16. Luciano's shall provide all necessary and required safety equipment and training for the uses allowed under this ROE.

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

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

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

20. Upon the termination of this ROE, Luciano's shall surrender to PDA-DPH the Premises and surrounding areas in good order, condition and repair, normal wear and tear expected. All Luciano's property shall be removed upon termination of the ROE.

21. In the performance of this ROE, Luciano's is in all respects, an independent contractor and is neither an agent of nor an employee of the State of New Hampshire or PDA-DPH. Neither Luciano's nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, worker's compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.

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

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

24. Luciano's shall coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all requests of said agency and with all applicable rules and regulations of the Hampton Harbor Marine Facility.

[End of ROE terms, Signature page follows]



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

Date: 9/29/2023

Baeline A. O'Neil  
Witness signature



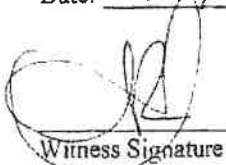
Paul E. Brean, Executive Director, PDA

Baeline A. O'Neil  
Witness printed name

---

**LUCIANO'S EXCAVATION, INC.**

Date: 9/27/23

  
Witness Signature

Andreann Ribben  
Witness Printed Name

  
Luciano Ribiero, President

EXHIBIT A

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

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

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

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

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



LUCIEXC-01

KMCCUEAN

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/26/2023

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

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

PRODUCER World Insurance Associates, LLC 50 Prospect St Waltham, MA 02453	CONTACT NAME:	
	PHONE (A/C, No, Ext): (781) 642-9600	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective Insurance Company of the SE		39926
INSURER B: Carolina Casualty Insurance Company		10510
INSURER C: Travelers Property Casualty Co of America		25674
INSURER D: Tokio Marine Specialty Insurance Co.		23850
INSURER E:		
INSURER F:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADRL INSG	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
K	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	S 1039164	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (Any one person) \$ 75,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	A 9107069	2/5/2023	2/5/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	S 2360164	2/5/2023	2/5/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A	KEY0147047	5/22/2023	5/22/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			5601T740302	2/5/2023	2/5/2024	Rented 750,000
D	Pollution Liability			PPK2516345	2/5/2023	2/5/2024	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Pease Development Authority-Division of Ports and Harbors and the State of New Hampshire is included as an additional insured in regards to the General, Auto & Excess Liability on a primary & Non-contributory basis as required by contract. Waiver of Subrogation in favor of the additional insured applies with regards to the general, auto and excess & workers compensation where required by written contract. 30 days notice applies

#### CERTIFICATE HOLDER

#### CANCELLATION

Pease Development Authority-Division of Ports and Harbors  
555 Market Street Ste 1  
Portsmouth, NH 03801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





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

**PORT ADVISORY COUNCIL MEETING MINUTES  
WEDNESDAY, SEPTEMBER 13, 2023 6:00 PM**

**PRESENT:** Brad Cook, Chair  
Mike Donahue, Vice-Chair  
Chris Holt  
Erik Anderson (arrived at 6:35 pm)  
Bill McQuillen  
Chris Snow  
Chris Ward  
Geno Marconi, Director, PDA-DPH

1. CALL TO ORDER

The meeting was called to order at 6:00 PM.

2. APPROVE MINUTES

McQuillen made a motion to approve the June 14, 2023 minutes, Snow seconded, no further discussion, all members were in favor and the motion passed. (Anderson was not yet present for the vote)

3. FINANCE REPORT

The report for FY ending June 30, 2023 was included in the meeting packet. Finance Director Suzy Anzalone was present at the meeting and provided a verbal report to the Council. DPH ended the year overall at \$46,000 over budget. Suzy explained the parts of a Port "balance sheet" that was handed out, this report will be included in the finance report going forward.

4. PISCATAQUA RIVER VESSEL TRANSIT REPORT

The June, July and August reports were included in the meeting packet. It was a moderate summer, in July and August there had already been 3 road salt ships. There was quite a bit of asphalt moving as well.

5. DIRECTOR'S REPORT

Director Marconi reported on the following items: (materials were included in the meeting packet)

**From the PDA Board Meeting, June 15, 2023**

- Reports
  - 2015-2023 Mooring Permit Application Analysis



- 2014-2023 Mooring Waitlist Analysis
- 2023 Requests for Mooring Reconsideration
- December 2022 – January 2023 Commercial Marine Licensing
- Morton Salt- Exercise Second of Three One Year Options to License and Operating Agreement
- Charter Boar Right of Entries, Hampton & Rye Harbor Marine Facilities
- Rye Harbor-December Storm Surge Repairs
- Portsmouth Fish Pier-Bait Cooler ROE
- Approvals
  - Final Proposal Pda 600 rules (postponed to next meeting in August)
  - Rye Harbor Marine Facility-Hexagonal Gatehouse
  - Rights of Entry with Concession Agreement, Rye Harbor Lobster Pound

**From the PDA Board Meeting, August 17, 2023**

- Reports
  - Commercial Moorings for Hire- Warpath Family Farm, Inc and Great Bay Yacht Club
  - Commercial Mooring Transfer- Bouchard to Murphy
  - Pilgrim Productions, LLC filming of Wicked Tuna- Right of Entry, Rye Harbor
  - Seacoast Maritime Charters, LLC- Right of Entry, Rye Harbor
- Approvals
  - Final Proposal Pda 600 rules (postponed from June meeting)
  - Hampton Harbor/Seabrook- Right of Entry and Interagency Transfer of Management Responsibility Agreement
  - Captain Vincent Taccetta, Class I Initial Pilot Appointment

6. NEW BUSINESS

- The Annual Foreign-Trade Zone report for 2022 was included in the meeting packet. Director Marconi went through the report and announced there will be another company joining the Zone, Can-One in Nashua.
- IAMPE Lifetime Maritime Award article
- Cook talked about the awards that the Propeller Club presented to Judy Dubois and Leo Axtin in June. Brenda will forward the article to the Council.

7. COMMITTEE REPORTS

- Business Development/FTZ- Donahue reported that he researched the NH FTZ activity vs other New England states and found that NH is ahead of Maine and RI in terms of the level of activity. Mass and CT are ahead of NH and Vermont does not participate in the program. Regarding Off Shore Wind, BOEM held their session as it relates to the Maine proposal for the research array that would be located North East of Portland. They covered the evaluation of all impacts, and the impacts to the fairways and designated areas of marine commerce. The research areas could change if the Coast Guard goes ahead with the recommendations in the PARS study and enacts the fairways. There is a clear conflict with where the OSW units will go and the travel lanes in to Portland. There has been a slowdown recently in the OSW movement because they are finding the projects are becoming cost prohibitive due to inflation.

- Dredging- Holt reported that the Simplex shoal area should be going out to bid for dredging about 40,000 CY of sand starting in December. The sand will be dumped in a 70' to 90' area in the river and natural flow will disperse the sand. The big rock is still dead center of the new turning basin, no new news, and makes that area of the turning basin unusable because the depth is only 32' rather than 36', the ACOE is aware. Funding is being sought to proceed with the Feasibility Study in Hampton/Seabrook Harbor. The Port share is around \$600,000. Marconi reported that the major expense is due to the fact that the ACOE is not able to use the data from UNH. If/when the study begins it will take about 3 to 4 years to complete. Great Bay Marina is looking to dredge an area near their location in Great Bay.
  - Fisheries- Anderson reported that the lobster fishery is plugging along. There has been some activity with ground fishing. In the afternoon of Sept. 20 there is a meeting at the NHDES office on Pease to discuss offshore wind as it relates to the explanation of the process for compensating fisheries for documented losses as there are potential conflicts between waterway users and OSW developers. This will establish a protocol for the mitigation process.
  - Government-McQuillen reported that FEMA Search and Rescue is pre-staging equipment in the next couple of days at the Port in preparation of Hurricane Lee.
  - Moorings-Snow reported that there has been an added level of enforcement over the summer on the mooring permit holders that have "dual registrations" which has been kind of loophole for a while now.
  - Recreational Piers-Ward reported that most of the complaints from users over the summer had to do with the rainy weather and lack of access to fuel in Rye.
8. OLD BUSINESS-Cook asked about the Underwood Bridge Project, and if the Division will lose any land on the Hampton side of the project. Marconi indicated that a very small area down by the old pump house near the grassy area may be impacted to provide for a walkway under the bridge. There will be a temporary use of land for construction operations to occur. Also, regarding the area of rocks on the underside of the bridge, do you know if there are plans to remove those? They are dangerous for boaters to navigate. Marconi indicated from his understanding they are planning to widen the horizontal span, but will report back with details.
9. PUBLIC COMMENT-No Public present.
10. PRESS QUESTIONS -No Press present.
11. ADJOURNMENT

Anderson made a motion to adjourn the meeting, McQuillen seconded and the meeting adjourned at 7:10 pm.



PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

RIGHT OF ENTRY

Pease Development Authority Division of Ports and Harbors ("PDA-DPH") with an address of 555 Market Street, Portsmouth, NH 03801, under authority set forth in NH RSA 12-G, grants a Right of Entry ("ROE") to Bauer Construction Co., LLC. ("Bauer") of 516 Woodknoll Dr., N. Hampton, NH 03862 to use certain property of the PDA-DPH as specified herein, pursuant to the terms of this ROE and for no other uses unless expressly authorized in writing:

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

PURPOSE OF ROE: Use of a portion of Premises for storage of rock and construction equipment in conjunction with a private project replacing several seawalls on Harbor Rd., all in areas of the Premises as directed by PDA-DPH.

PERIOD OF USE: October 1, 2023 through March 31, 2024

FEE(s): As outlined in item 8

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

1. The term of the ROE shall begin on October 1, 2023 and expire on March 31, 2024.
2. Bauer is authorized to utilize a portion of the Premises, as shown in Exhibit B, for the purpose of storing rock and construction equipment. Bauer agrees to work cooperatively with PDA-DPH and to abide by all restrictions on use which may be imposed to ensure the interests of the facility are being served and met.
3. Use of the Premises by Bauer may be limited at the sole discretion of PDA-DPH in order to ensure there is no interference with access to, and use of, the Premises. PDA-DPH agrees to work cooperatively with Bauer to accommodate its needs, if possible, during such periods of time.
4. Bauer shall maintain a clear, safe lane for emergency responders, their vehicles and/or equipment to access the premises, including the boat launch.
5. Bauer use of the Premises shall not adversely impact or interfere with the use of the Premises by other entities authorized to use the Premises.
6. Any expenses incurred by any agency of the State of New Hampshire or PDA-DPH to repair damages caused by Bauer, or any of its employees, agents, servants, invitees, licensees, or contractors, use of the Premises shall be reimbursed by Bauer within 30 days.



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

8. **Bauer** shall pay PDA-DPH the sum of **\$1,208.00, per month of usage**, for the use of the Premises. First payment for October 2023 is due upon execution of this ROE, and each month thereafter on the first of each month in advance. Payment shall be made in person at, or mailed to the offices of PDA-DPH, 555 Market. St., Portsmouth, NH 03801.

9. **Bauer's** use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents, servants, invitees, licensees, or contractors upon the Premises and/or the exercise of any of the authorities granted herein, unless said loss, damage, injury, or death is caused solely by the negligent act(s) of the PDA-DPH. **Bauer** shall indemnify, defend (with counsel acceptable to the PDA-DPH) and hold the State of New Hampshire and PDA-DPH harmless against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including without limitation, sums paid in settlement of claims, attorney's fees, consultant's fees and experts' fees) resulting or arising during the term of this ROE:

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

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

11. **Bauer** shall submit a project schedule to the PDA-DPH Operations Manager for prior approval by PDA-DPH.

12. **Bauer** shall obtain a berthing permit from PDA-DPH for each vessel to be berthed at the Premises.

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

14. The Division Director or its designee may, at his or her sole discretion and for the purposes of safety or other operational factors, relocate **Bauer** or its areas of use of the Premises as may be required or necessary.



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

16. **Bauer** shall provide all necessary and required safety equipment and training for the uses allowed under this ROE.

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

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

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

20. Upon the termination of this ROE, **Bauer** shall surrender to PDA-DPH the Premises and surrounding areas in good order, condition and repair, normal wear and tear expected. All **Bauer** property shall be removed upon termination of the ROE.

21. In the performance of this ROE, **Bauer** is in all respects, an independent contractor and is neither an agent of nor an employee of the State of New Hampshire or PDA-DPH. Neither **Bauer** nor any of its officers, employees, agents or members shall have the authority to bind the State of New Hampshire or PDA-DPH nor is any ROE holder entitled to any of the benefits, worker's compensation or emoluments provided by the State of New Hampshire or PDA-DPH to its employees.

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

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

24. **Bauer** shall coordinate its activities hereunder with a representative of PDA-DPH and agrees to comply with all requests of said agency and with all applicable rules and regulations of the Hampton Harbor Marine Facility.

[End of ROE terms, Signature page follows]

Bauer Construction Co., LLC  
Right of Entry, Rye Harbor Marine Facility  
Pg. 4

PEASE DEVELOPMENT AUTHORITY  
DIVISION OF PORTS AND HARBORS

Date: 10/2/2023

Raeline A. O'Neil  
Witness signature

Raeline A. O'Neil  
Witness printed name

  
Paul E. Brean, Executive Director, PDA


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BAUER EXCAVATION, INC.

Date: 9/29/23

  
Witness Signature

Greg Bauer  
Witness Printed Name

  
Greg Bauer, Owner

**EXHIBIT A**

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2023

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

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

PRODUCER York Insurance Agency PO Box 14  York ME 03909	CONTACT NAME:		PHONE (A/C, No, Ext): (207) 363-5024		FAX (A/C, No): (207) 363-3869	
	E-MAIL ADDRESS:					
INSURED  Greg Bauer Construction LLC 16 Woodknoll Dr  North Hampton NH 03862-2140	INSURER(S) AFFORDING COVERAGE					NAIC #
	INSURER A: Patriot Insurance Company					32069
	INSURER B: Eastern Alliance Insurance Company					10724
	INSURER C:					
	INSURER D:					
	INSURER E:					
INSURER F:						

COVERAGES CERTIFICATE NUMBER: 23-24 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6641460	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			6641458	09/27/2023	09/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6641460	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	0000115277	03/10/2023	03/10/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of insurance for business operations performed by the insured.

CERTIFICATE HOLDER  NH Division of Ports and Harbors 555 Market St  Portsmouth NH 03801	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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AGENCY CUSTOMER ID: 00001013

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

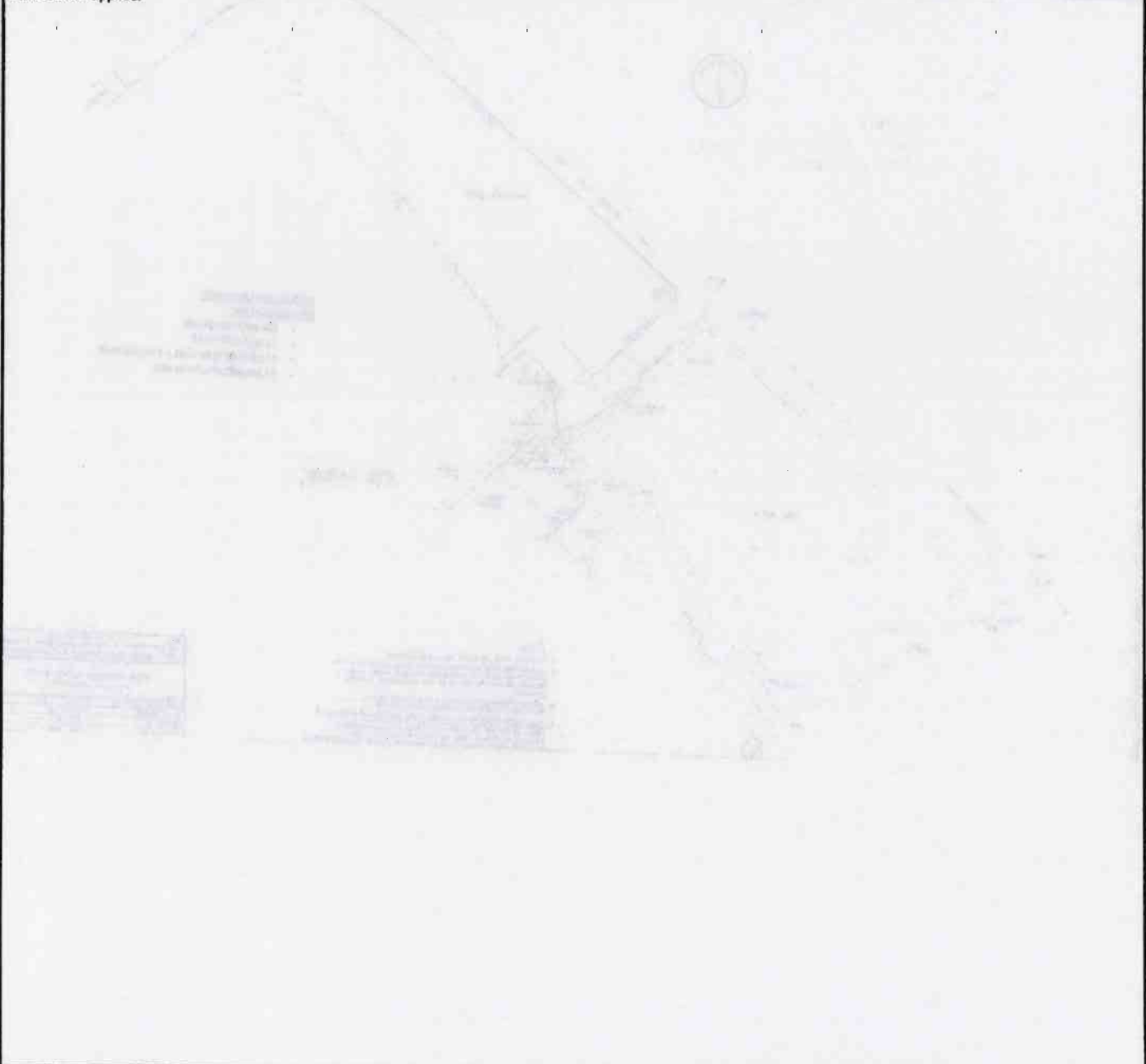
Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY York Insurance Agency		NAMED INSURED Greg Bauer Construction LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

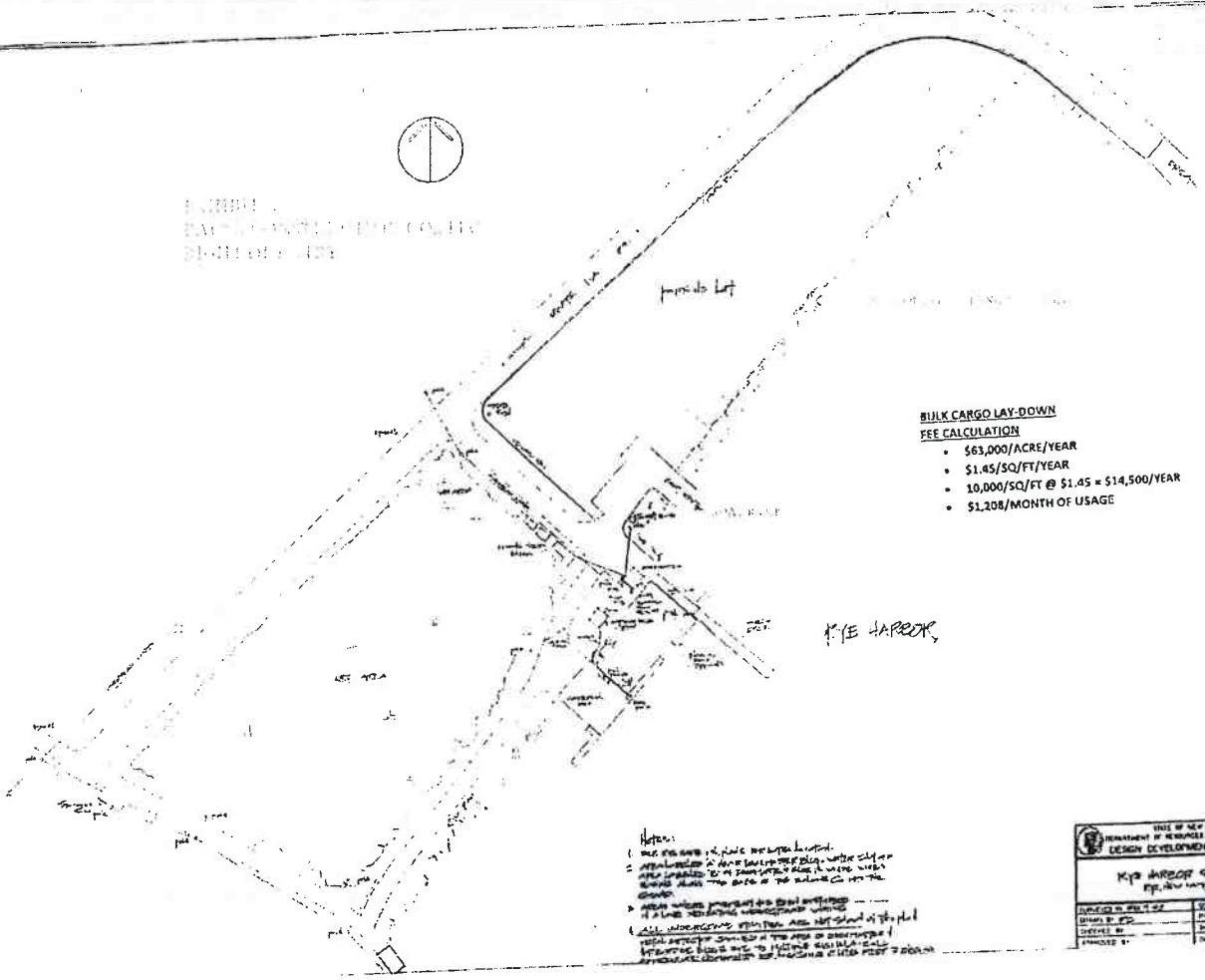
## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance: Notes

Pease Development Authority Division of Ports and Harbors, and the State of NH are named as Additional Insured for General Liability. With the exception of Workers Compensation, Waiver of Subrogation is included per form 19264 12 20. Coverage is Primary and Non-Contributory and 30 Day Notice of Cancellation applies.



PROJECT: KYLE HARBOUR  
SOUTH COASTAL COUNCIL  
DISTRICT 100



**BULK CARGO LAY-DOWN  
FEE CALCULATION**

- \$63,000/ACRE/YEAR
- \$1.45/SQ/FT/YEAR
- 10,000/SQ/FT @ \$1.45 = \$14,500/YEAR
- \$1,208/MONTH OF USAGE

**Notes:**

1. All areas shown on this plan are to be used for bulk cargo lay-down.
2. All areas shown on this plan are to be used for bulk cargo lay-down.
3. All areas shown on this plan are to be used for bulk cargo lay-down.
4. All areas shown on this plan are to be used for bulk cargo lay-down.

STATE OF NEW SOUTH WALES DEPARTMENT OF RESOURCES AND DEVELOPMENT DESIGN DEVELOPMENT AND MAINTENANCE	
KYLE HARBOUR STABLE PLANS Proposed Development	
APPLICANT: [Name]	SCALE: 1:1000
DATE: [Date]	PROJECT NO: [Number]
DRAWN BY: [Name]	DATE: [Date]
CHECKED BY: [Name]	DATE: [Date]
APPROVED BY: [Name]	DATE: [Date]

October 2, 2023

James Jones  
d/b/a Jones Snow Plowing Services  
207 Atlantic Avenue  
North Hampton, NH 03862

**RE: Contract for Snow Removal Services**

Dear Mr. Jones:

In accordance with the terms of Contract for Snow Removal Services for the facilities for the Division of Ports and Harbors, the Pease Development Authority will exercise the first of its three (3) options to extend the term of the contract on the same terms and conditions. As such, the Agreement will now expire on October 31, 2024, unless otherwise extended by an additional option or termination. Kindly countersign this letter below and return it to me along with a current certificate of insurance, prior to November 1, 2023. Please let me know if you have any questions.

Very truly yours,

Paul E. Brean  
Executive Director

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2023

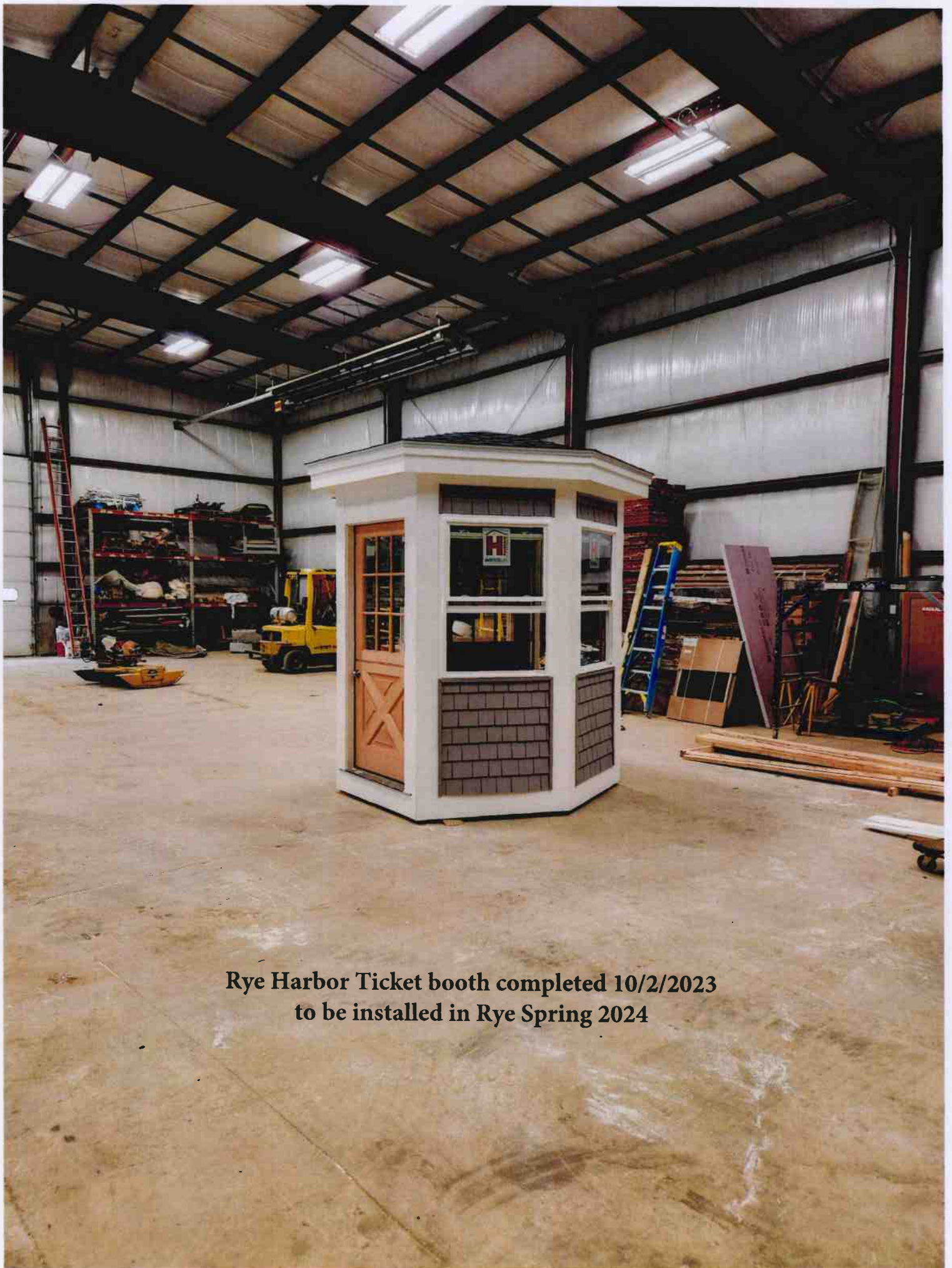
**Jones Snow Plowing Services**

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title: \_\_\_\_\_

cc: Geno J. Marconi, Director of Ports and Harbors  
Suzy Anzalone, Director of Finance  
Anthony I. Blenkinsop, Deputy Director / General Counsel

P:\PortAuthority\Contracts\Jones\Jones Snow Plow Exercise First of Three Options (10-2023).docx





**Rye Harbor Ticket booth completed 10/2/2023  
to be installed in Rye Spring 2024**



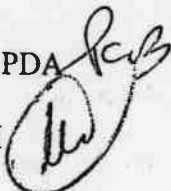



# PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Paul Brean, Executive Director, PDA   
FROM: Geno J. Marconi, Director, DPH   
DATE: October 9, 2023  
RE: Commercial Mooring Transfer

The Pease Development Authority, Division of Ports and Harbors has received a request for the transfer of a commercial mooring, permit #7711, from Fanel Dobre to Joseph Golter of Golter Lobster Sales, LLC.

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

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

## MOTION

Director Parker:

In accordance with the provisions of RSA 541-A, the Administrative Procedure Act, the Pease Development Authority (PDA) Board of Directors hereby approves the text of the Conditional Approval Response and amending the proposed administrative rules, Pda 600 State-Owned Commercial Piers and Associated Facilities, consistent therewith, as conditionally approved by the Joint Legislative Committee on Administrative Rules on September 21, 2023;

Further, the PDA Board of Directors hereby authorizes the Director of the Division of Ports and Harbors to take any necessary or recommended action in accordance with RSA 541-A, in furtherance of this matter; all in accordance with the Memorandum of Geno Marconi, Division Director, dated October 9, 2023, attached hereto.



**PEASE**


INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: October 9, 2023

To: Pease Development Authority (PDA), Board of Directors

From: Geno Marconi, Division Director 

Subject: Approval requested for the Conditional Approval Response, Administrative Rules; Pda 600, State Owned Commercial Piers & Associated Facilities ("Pda 600 Rules")

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 rules pursuant to RSA 541-A.

After the PDA Board approved the Final Proposal of the Pda 600 Rules at its meeting on August 17, 2023 the Division's next step in the rule making process was to submit them to the Office of Legislative Services ("OLS") for inclusion on the next Joint Legislative Committee on Administrative Rules ("JLCAR") meeting agenda. The Division completed that task, however, the OLS review of the Final Proposal of the Pda 600 Rules could only be added to the September 21, 2023 JLCAR meeting agenda, with the stipulation that the Division submit a Conditional Approval Request (the "CA Request") to address a few substantive item, mainly with regards to the forms that coincide with applications and permits outlined in Section Pda 609 of the Pda 600 Rules. The Division was able to make the changes, prepare the request, and present it to OLS for review prior to the JLCAR meeting. OLS reviewed the request and found a few more corrections that needed to be made in order for them to recommend approval to JLCAR. Due to a very short window remaining to get the Pda 600 Rules readopted, OLS recommended the JLCAR consider a Conditional Approval, outlined in the attached letter from OLS, which was approved at the meeting on September 21, 2023.

The next step in the approval process requires the Division to submit a Conditional Approval Response ("CA Response") which addresses the items in the letter and includes the full set of Pda 600 rules, annotated with all changes shown in red. The CA Response is attached hereto.

The Division recommends that the PDA Board of Directors approve the text of the CA Response to be submitted to OLS, along with the attached cover letter. Upon receipt of the CA Response, OLS will review to confirm all required changes were made and send confirmation of receipt to PDA. Final adoption of the Pda 600 Rules can then take place and would be presented to the PDA Board at its November 16, 2023 meeting.

○ ○ ○ ○ TAKING YOU THERE

ph: 603-436-8500 fax: 603-436-2760 www.peasedev.org

October 19, 2023

David J. Alukonis, Director  
Office of Legislative Services – Administrative Rules  
25 Capitol Street  
State House Annex, Room 219  
Concord, NH 03301

Reference Doc. #2023-80

Rule Number Chapter 600 STATE-OWNED COMMERCIAL PIERS AND ASSOCIATED FACILITIES

Dear Director Alukonis,

In response to your letter dated September 21, 2023, please **accept** the enclosed Conditional Approval **Response** for Final Proposal 2023-80. The **approved** recommended changes have been made to the Conditional Approval Request, which was **approved** by JLCAR on September 21, 2023.

Enclosed is the copy of the Conditional Approval Response, annotated.

Sincerely,

Stephen M. Duprey  
Chairman of the Board

Enc.

cc: Rebecca Ricard, Committee Attorney, Office of Legislative Services  
Anthony Blenkinsop, General Counsel, Pease Development Authority  
Geno Marconi, Director, Division of Ports and Harbors



STATE OF NEW HAMPSHIRE



OFFICE OF LEGISLATIVE SERVICES

STATE HOUSE  
107 NORTH MAIN STREET, ROOM 109  
CONCORD, NEW HAMPSHIRE 03301-4951

September 21, 2023

Pease Development Authority  
Division of Ports and Harbors  
555 Market St.  
Portsmouth, NH 03801

Re: Conditional Approval of Final Proposal 2023-80

Dear Board Members:

At its meeting on September 21, 2023, the Joint Legislative Committee on Administrative Rules (Committee) voted, pursuant to RSA 541-A:13, V(a), to conditionally approve Final Proposal 2023-80 of the Pease Development Authority (Board) containing Pda 600 relative to state-owned commercial piers and associated facilities. The Committee's approval was conditioned on amending Final Proposal 2023-80 as specified in the Board's conditional approval request dated September 19, 2023 and based on the oral testimony as follows:

- Amending Pda 609.01 to include the requirements "pier use location" and "if a Skiff Permit is required" into the rule text;
- Amending Pda 609.02 to include the requirements "pier use location" and which address the applicant requests be used as the correspondence address by the division;
- Amending Pda 609.04 to remove the requirement for a business fax, if the applicant has one, from the rule text and to include in the certification statement in the rule text to say "my placement";
- **Amending** Pda 609.06 to remove the option of "Seasonal Overnight" in the "Parking For" section on the "Daily Seasonal Parking Application and Permit" form; and
- Amending Pda 609.010 to remove the requirement in the rule text that the application include the season for which the seasonal overnight parking permit is sought.

Pursuant to RSA 541-A:13, V(a), you are required to submit a written explanation detailing how the rules have been amended in accordance with the conditional approval within 7 days of the date of the next regularly scheduled meeting of the Board, which is October 19, 2023. In this instance, the 7<sup>th</sup> day following the next regularly scheduled meeting of the Board falls on October 26, 2023. The explanation shall include a letter and a text of the entire final proposed rule, annotated to show the amendments.

The explanation shall be reviewed by the Office of Legislative Services to determine whether the rules have been amended in accordance with the amended conditional approval and RSA 541-A:13, V(a). If it is determined that the rules have not been amended in accordance with the amended conditional approval and RSA 541-A:13, V(a), the conditional approval will be deemed a Committee vote to make a

Pease Development Authority  
Division of Ports and Harbors  
September 21, 2023  
FP 2023-80  
Page 2

preliminary objection as of the date of the conditional approval, and you must respond to the preliminary objection as specified in RSA 541-A:13, V(a).

Please be advised that you may not adopt the rules until the Office of Legislative Services sends written confirmation that your amendments are in accordance with the conditional approval and RSA 541-A:13, V(a).

If you have any questions concerning the provisions of RSA 541-A relative to conditional approvals, objections, responses, or adoptions, please contact me at [rebecca.ricard@leg.state.nh.us](mailto:rebecca.ricard@leg.state.nh.us).

Sincerely,



---

Rebecca Ricard  
Committee Attorney

cc: Geno Marconi, Division Director, Division of Ports and Harbors, PDA  
Brenda Therrien, Administrative Assistant, Division of Ports and Harbors, PDA

**Readopt with amendment PART Pda 601 through 602, 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~~**their** 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~~their 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.

**Readopt with amendment Pda 603, effective 11-1-13 (Document # 10441, amd by #11179, eff 9-16-16), to read as follows:**

#### 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 thirdPARTy 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 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 ~~500-505~~ for which a skiff permit has been issued under Pda ~~600-606.02~~ 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.~~

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

~~(ji) 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 v~~ 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 v~~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~~their 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.

**Readopt with amendment PART Pda 604 through 609, effective 11-1-13 (Document # 10441), to read as follows:**

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 only 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 Pda 610, 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 ~~Pda 610, 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. ~~An~~ 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 ~~Pda 610, rules of the authority~~ and on a space available basis, the division shall issue ~~an 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 ~~and/trailer~~ combination during the season. An ~~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~~ “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~~ “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~~their 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~~their 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~~their 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~~their 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~~their 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~~ "Annual Pier Use Application and Permit" 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;

e. A completed "Annual Hoist Safety Acknowledgement Sheet", revised January 2023, submitted to the Division, with the applicant's signature acknowledging the following:

"I have read and understand the **OPERATING AND SAFETY INSTRUCTIONS** as listed above, and agree to exercise all caution and safety practices when operating the electric change/line hoists or any hoist at the commercial pier under the management of the Division of Ports and Harbors (Port Authority) and failure to comply with the **OPERATING AND SAFETY INSTRUCTIONS** may result in revocation of permits."; and

f. 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-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 609.01;

(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 "Skiff Application and Permit" 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 "Single-Use Application and Permit" form.

~~(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 Application and Permit" form. ~~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-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 609.04;
  - (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 Application and Permit" form:~~ ~~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~~ “Daily Seasonal Parking Permit Application and Permit” 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~~ "Overnight Parking Permit Application and Permit" 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 an "Seasonal Overnight Parking Application and Permit" form:

~~(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 recreational-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~~their 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~~ "Annual Pier Use Application and Permit" 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.

(12) The location for which the pier use permit is applied for; and

(13) Whether or not a skiff permit is required.

(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~~their 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 “Skiff Application and Permit”** 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.

**(4) The location for which the pier use permit is applied for;**

**(5) Which address the applicant requests to be used as the correspondence address by the division, if different from the permanent address;**

(c) The applicant shall attach the documentation required under Pda 606.02(a)(3).

(d) By **his or her**their 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~~their 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~~ "Annual Berthing Application and Permit" 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~~their 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 my 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 Recreational-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~~ “Overnight Recreational-Use Pier Berthing Application and Permit” 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~~their 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 Application and Permit" ~~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~~**their** 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~~ **"Overnight Parking Application and Permit"** 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~~their 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 ~~"Vessel Storage Waitlist -aApplication"~~"Vessel Storage Waitlist 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 vessel storage 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-“Annual Berthing Permit Wait List 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~~ “Seasonal Overnight Parking Application and Permit” 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~~their 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**

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 inPART; or

c. Adopt the approved schedule of Pda 600 fees inPART and modify the schedule inPART;

(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;
- (i) Seasonal parking permit fee for vehicle only;
- (j) Seasonal parking permit fee for combination vehicle and trailer;
- (k) Seasonal parking sticker replacement fee;
- (l) Overnight parking permit fee for vehicle only;
- (m) Overnight parking permit fee for combination vehicle and trailer;
- (n) Berthing permit fee;
- (o) Berthing permit application late fee under Pda 606.06;
- (p) Berthing permit wait list fee;
- (q) Berthing permit wait list renewal fee;
- (r) Berthing permit wait list renewal late fee;
- (s) Vessel storage wait list fee, per storage area;
- (t) Vessel storage wait list renewal fee, per storage area;

(u) 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		<b>FEE</b>
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 - <del>Ticket</del>		\$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."

<b>Rule number</b>	<b>State Statute/Federal Regulation Implemented</b>
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 Lamson:

In accordance with RSA 12-G:42, the Pease Development Authority (PDA) Board of Directors hereby approves of the Initial Proposed Overnight Berthing Fee in the Schedule of Fees for Commercial Piers and authorizes the Director of the Division of Ports and Harbors to proceed with the process to establish an Overnight Berthing Fee; all in accordance with the Memorandum of Geno J. Marconi, Director of Ports and Harbors, dated October 12, 2023, attached hereto.

N:\RESOLVES\2023\DPH-Overnight Berthing Fee (10-19-23).docx



Pease Development Authority Division of Ports and Harbors  
555 Market St. Portsmouth, NH 03801  
Phone-603-436-8500 Fax 603-436-2780  
[www.portofnh.org](http://www.portofnh.org)

Date: October 12, 2023  
To: Pease Development Authority ("PDA") Board of Directors  
From: Geno Marconi, Division Director   
Subject: Establishment of Overnight Berthing fee in the Schedule of Fees for Commercial Piers

In accordance with RSA 12-G:42 VII, RSA 12-G:42 XI (d) and Pda 610.01(a), and in follow up to a discussion at the Board of Directors' August 17, 2023 meeting, the Division of Ports and Harbors ("the Division") conducted a review of the Schedule of Fees for Commercial Piers, effective October 7, 2005 and January 1, 2020. The Division confirmed that a fee hadn't been established for "Overnight Berthing" as outlined in Administrative Rules **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; and Pda 604.07 Granting of Overnight Recreational-Use Pier Berthing Permits; Duration and Transferability. (c)(2) "paying the overnight berthing permit fee". With this, the Division is proposing the attached Initial Proposed Schedule of Fees for the aforementioned fee.

The Division presented the Initial Proposed Overnight Berthing Fee (the "Fee") to the PDA Port Advisory Council ("Council") at its meeting on October 11, 2023 meeting. The Council voted to recommend the Fee to the PDA Board of Directors at its October 19, 2023 meeting.

Upon PDA's approval of the Initial Proposed Schedule of Commercial Pier Use fees, and in accordance with Pda 610.01(b) (2-3), the Division will:

- Publish a notice in at least 2 newspapers of general circulation the availability of the proposed schedule of fees; and
- Accept written comment for 30 days after the public notice.

In addition, prior to the deadline for written comment, the Division will hold a public hearing in order to provide an additional opportunity for input from the public on the proposed fees.

Taking into account any written comments or comments from the public hearing received, the Division will prepare a Final Proposed Overnight Berthing Permit Fee to be presented to the PDA Board at the December 21, 2023 meeting for Final Adoption with an anticipated effective date of January 1, 2024.

Therefore, the Division is requesting the PDA Board approve the Division to proceed with the aforementioned process to establish an Overnight Berthing fee of \$6.00 per foot (length overall) as shown in the attached rule text and schedule of fees.



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;
- (i) Seasonal parking permit fee for vehicle only;
- (j) Seasonal parking permit fee for combination vehicle and trailer;
- (k) Seasonal parking sticker **replacement** fee;
- (l) Overnight parking permit fee for vehicle only;
- (m) Overnight parking permit fee for combination vehicle and trailer;
- (n) Berthing permit fee;
- (o) Overnight Berthing Permit Fee;
- (op) Berthing permit application late fee under Pda 606.06;
- (pq) Berthing permit wait list fee;
- (qr) Berthing permit wait list renewal fee;
- (rs) Berthing permit wait list renewal late fee;
- (st) Vessel storage wait list fee, per storage area;
- (tu) Vessel storage wait list renewal fee, per storage area;
- (uv) Vessel **storage** wait list renewal late fee, per storage area;


**Initial Proposed Schedule of Fees for Recreational and Commercial Piers  
Portsmouth, Hampton Harbor and Rye Harbor, NH**

**Effective January 1, 2024 unless otherwise noted**

<b>Fee name</b>	<b>Location</b>	<b>Fee</b>
<b>Overnight Berthing Permit</b>	<b>Hampton and Rye Marine Facilities</b>	<b>\$6.00 per ft. (length overall)</b>

<b>Rule Number</b>	<b>State Statute</b>
<b>Schedule of Fees for Recreational and Commercial Piers</b>	<b>RSA 12-G:42, XI-d</b>

## MEMORANDUM

To: Pease Development Authority Board of Directors  
From: Paul E. Brean, Executive Director   
Date: October 10, 2023  
Re: Special Event

---

I am pleased to report on the following special events:

1. Seacoast New England Mountain Bike Association held a mountain bike scavenger hunt from September 14, 2023 through September 18, 2023 upon the Pease Tradeport Biking Trails and surrounding area;
2. Newington School Supporters held a road race on September 23, 2023, on a portion of the road network situated on the Pease International Tradeport; and
3. New England Seacoast Region Chapter 225 of the Experimental Aircraft Association ("EAA") entered upon a portion of Skyhaven Airport to host an Annual EAA225 Young Eagle Pancake Breakfast held on October 14, 2023.



55 International Drive, Portsmouth NH 03801

September 12, 2023

Via Email: [tMallard@NEMBA.org](mailto:tMallard@NEMBA.org)

Seacoast NEMBA

Tim Mallard

141 Cottonwood Dr.

Dover, NH 03820

**Re: Right of Entry – Seacoast NEMBA Scavenger Hunt**

Dear Mr. Mallard:

This Right of Entry will authorize Seacoast New England Mountain Bike Association members, officers, agents, servants or employees, and others who may be on the property at their invitation or the invitation of any one of them, and their agents (collectively the "Seacoast NEMBA") to enter upon the Pease Tradeport Biking Trails and surrounding area (the "Premises") as shown on **Exhibit A** from September 14, 2023 – September 18, 2023 during the hours of 8:00 a.m. to 5:00 p.m. each day, for a mountain bike scavenger hunt, and for no other use without the express written consent of the Pease Development Authority ("PDA"). The use, occupation, and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general oversight and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time. This Right of Entry shall terminate at 8:00 p.m. on September 18, 2023.

This authorization is conditioned upon the following:

1. Seacoast NEMBA's agreement that 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 Seacoast NEMBA. Seacoast NEMBA agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry. Seacoast NEMBA expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry. Seacoast NEMBA agrees to defend and indemnify the PDA 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 Seacoast NEMBA's use of the



TAKING YOU THERE

Pease Development Authority 100 Constitution Avenue, Pease, Maine 04062

Premises or any activities conducted or undertaken in connection with or pursuant to this Right of Entry.

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

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

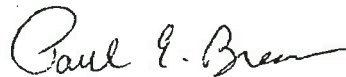
Each such policy or certificate therefor issued by the insurer shall contain (i) a provision that no act or omission of any employee, officer or agent of Seacoast NEMBA, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the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

4. Seacoast NEMBA's agreement herein that the Premises will be used on an "as is" condition.

5. Seacoast NEMBA's agreement to leave the Premises in the same or better condition as existed at the commencement of this Right of Entry.

Please indicate by your signature below Seacoast NEMBA's consent and agreement hereto, and return the same to me with evidence of insurance as required.

Very truly yours,



Paul E. Brean  
Executive Director

Agreed and accepted this 14 day of September, 2023

**Seacoast NEMBA**

By: *Timothy Mallard*

Print Name Timothy Mallard

Print Title: Seacoast NEMBA President

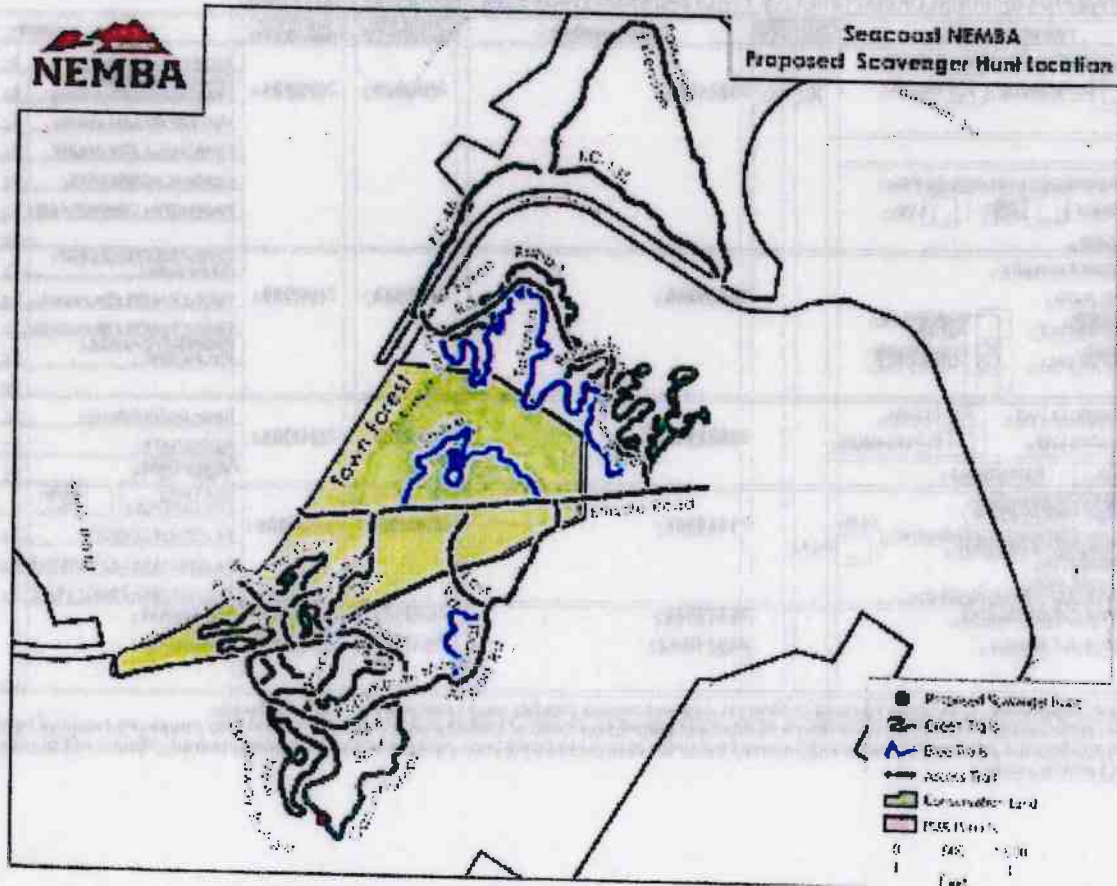
Page Four

September 12, 2023

Re: Right of Entry – Seacoast NEMBA Scavenger Hunt

**EXHIBIT "A"**

**PREMISES**









55 International Drive, Portsmouth NH 03801

June 22, 2023

Via email: [larsenault1231@gmail.com](mailto:larsenault1231@gmail.com)

Lori Arsenault  
319 Fox Point Road  
Newington NH 03801

**Re: Right of Entry for Use of Road Network for Sunday September 23, 2023**

Dear Lori:

This letter will authorize the Newington School Supporters ("NSS") a New Hampshire non-profit corporation 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 six (6) hours commencing at 5:00 p.m. Saturday, September 23, 2023, for the purpose of sponsoring, managing and overseeing a road race. This Right of Entry will expire at 9:00 pm on September 23, 2023, unless otherwise extended by agreement of NSS and the Pease Development Authority.

This authorization is conditioned upon the following:

- 1) NSS 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. NSS 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 NSS use of the Premises or the conduct of activities or the performances of responsibilities under this authorization. NSS further agrees to defend and indemnify 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 NSS use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.
- 2) NSS understands and agrees that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

It is believed that an individual can be infected with COVID-19 without their



Phone: 603.433.6088 Fax: 603.427.0433 [www.peasedev.org](http://www.peasedev.org)



knowledge and be asymptomatic. COVID-19 may cause damages, personal injury, illness, permanent disability, and death. NSS 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. NSS, 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) NSS and any agent or contractor of NSS 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 NSS 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.

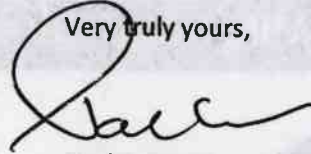
- 4) NSS shall be responsible for obtaining permission from PDA tenants for use of additional space for vehicle parking, race check-in, and other related activities. NSS shall provide the Pease Development Authority with copies of permission letters (or emails) from PDA tenants who have granted NSS access to and use of their premises during the term of this Right of Entry, at least 20 days prior to the event.
- 5) NSS agreement herein that this letter of authorization does not constitute an exclusive interest in the Premises.
- 6) NSS agreement to secure all necessary State and/or local permits prior to the road race.
- 7) NSS agreement to limit the number of participants, including runners and walkers, to no more than 2,000 participants.
- 8) NSS agreement to provide traffic control at all the intersections being used and to coordinate with the Newington Police Dept. on such traffic control measures.

Right of Entry for Use of Road Network for Saturday September 23, 2023

- 9) NSS 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 NSS 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 28<sup>th</sup> day of June, 2023

Newington School Supporters


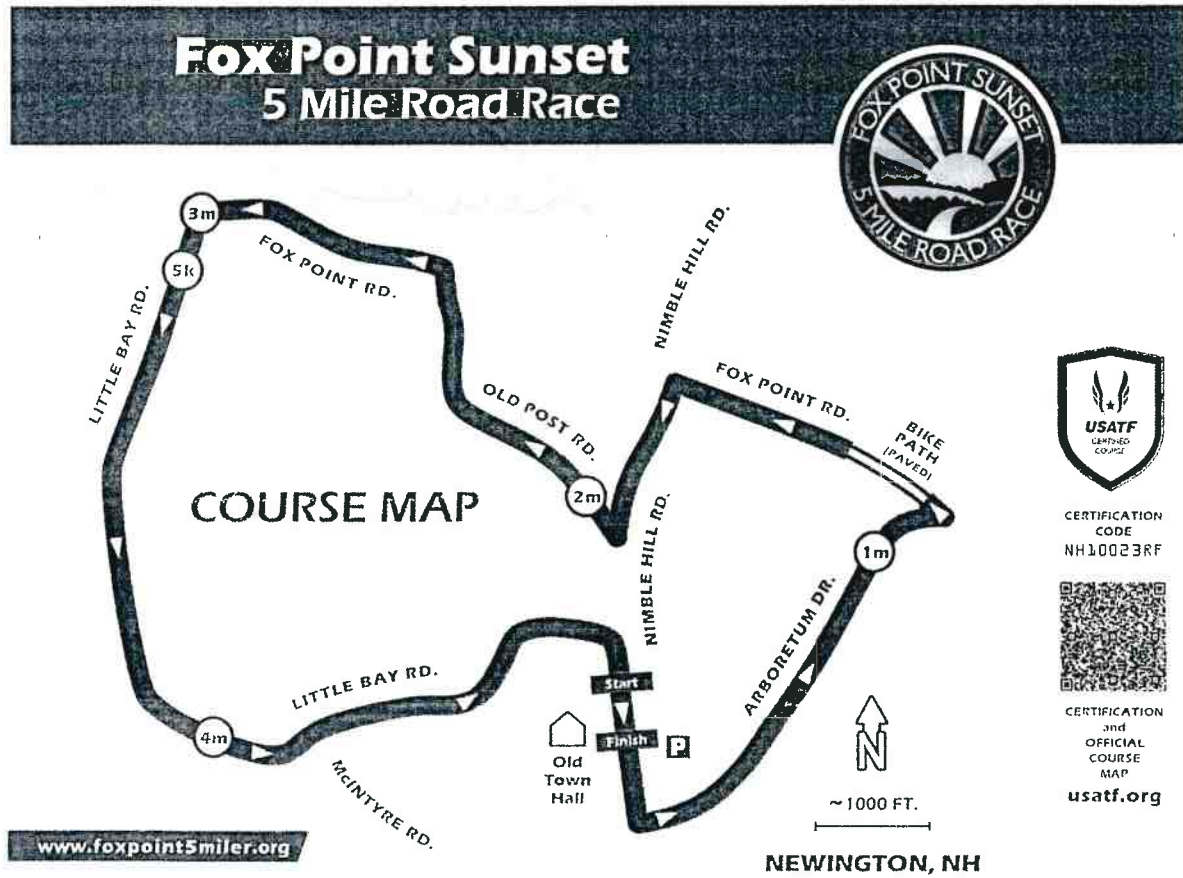
By:   
Print: Dana Nowell  
Title: Race Director  
Duly Authorized

Exhibit A



August 7, 2023

EAA Chapter 225  
c/o Gerard Peterson  
523 Ridge Road  
Middleton, NH 03887-6221

**Re: Right of Entry - EAA 225 Young Eagle Flight Rally  
Skyhaven Airport, Rochester, New Hampshire**

Dear Mr. Peterson:

This Right of Entry will authorize the New England Seacoast Region Chapter 225 of the Experimental Aircraft Association and its agents (collectively "EAA 225") to enter upon a portion of Skyhaven Airport, Rochester, New Hampshire (the "Premises") as shown on Exhibit A for the purpose of staging and hosting the annual EAA 225 Young Eagle Pancake Breakfast on October 14, 2023, 8:00 am – 1:00 pm (Rain date of October 15, 2023) and for no other use without the express written consent of the Pease Development Authority ("PDA").

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

This authorization is conditioned upon the following:

1. EAA 225 understands and agrees that it will not enter the Premises or conduct events during the Term of this Right of Entry without the express prior approval of PDA.
2. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of the EAA 225's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them if such damage is caused by the negligence of EAA 225.
3. EAA 225'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. EAA 225 expressly waives all claims against PDA and the



State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the **performance** of responsibilities under this Right of Entry, unless such loss, damage, injury or death is caused by the negligence of PDA or the State of New Hampshire. EAA 225 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 EAA 225's use of the Premises or any activities conducted or undertaken in **connection** with or pursuant to this authorization.

4. EAA 225 **understands** and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities; (b) is granted on a non-exclusive basis; and (c) may be revoked at will or terminated at will by the PDA, and that PDA need not state a reason for any such revocation or termination. The use of the **Premises** shall be orderly and efficient, shall not constitute a nuisance and shall not cause **disruption** to other Airport activities.

5. EAA 225 agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the **Premises**, or the **activities** conducted by it under this Right of Entry if such loss, damage of injury is caused by the negligence of EAA 225.

6. EAA 225 providing to the Pease Development Authority satisfactory evidence of **commercial general liability insurance covering** the activities/uses allowed under this Right of Entry, to a limit of not less than One Million Dollars (\$1,000,000.00), naming PDA and the State of New Hampshire as additional insureds.

Each such policy or certificate therefor issued by the insurer shall to the extent obtainable **contain**: (i) a provision that no act or omission of any employee, officer or agent of the EAA 225, which would otherwise result in forfeiture or reduction of the **insurance** therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained; (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to PDA; (iii) provide that the insurer shall have no right of subrogation against PDA or the State of New Hampshire; 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 PDA or the State of New Hampshire.

7. EAA 225's agreement to secure all necessary municipal and/or local permits prior to event.

8. EAA 225's agreement to leave the Premises in the same or better condition as existed at the time of the event.

9. EAA 225's agreement to coordinate the management of the events with appropriate local law enforcement officials, as the same may be required, and to otherwise ensure that all appropriate precautions are taken to protect the health and safety of event attendees.

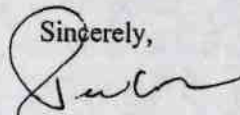
10. EAA 225's agreement to coordinate the placement of signs, including directional signs, with the PDA's Airport Management Department prior to the placement of any signs at Skyhaven; and to secure permission from the New Hampshire Department of Transportation to place event signs along Route 108. EAA 225's agrees to remove all signs placed at Skyhaven at the end of the Right of Entry period.

11. EAA 225's agreement to provide a sufficient number of portable toilets for use by participants during event if so required in the discretion of the Airport Manager or his designee.

12. EAA 225's agreement that by 12:00 p.m. on the day following an event, all waste containers and portable toilets that were placed on the Premises for use during the event will be removed from the Premises.

Please indicate by your signature or the signature of a duly authorized representative, the consent of the EAA 225 to the terms of this Right of Entry and return the same to me in advance of the first event.

Sincerely,



Paul E. Brean  
Executive Director

Agreed and accepted this 18 day of September, 2023

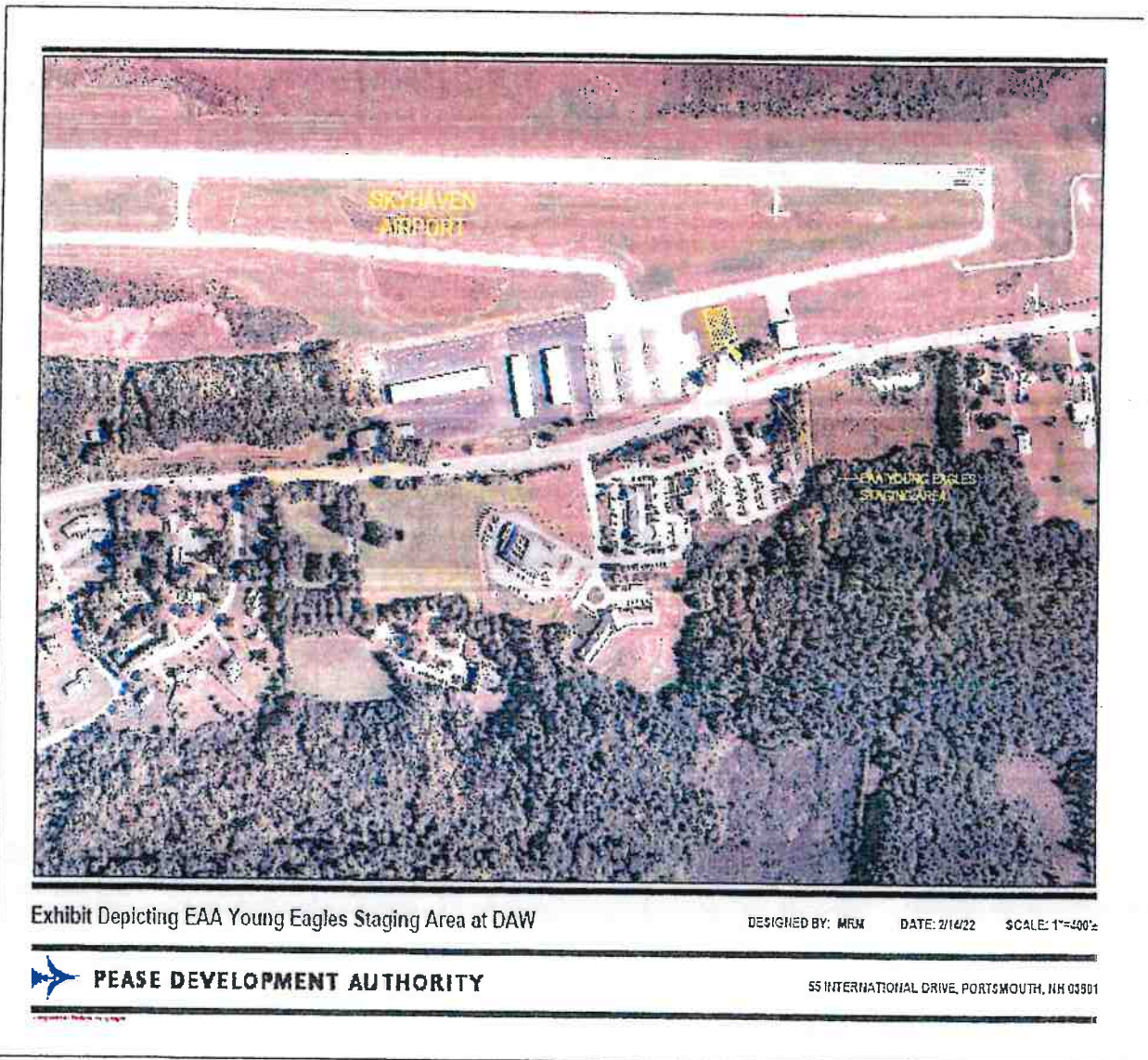
New England Seacoast Region Chapter 225  
of the Experimental Aircraft Association

By: Gerard Peterson  
Duly Authorized

cc: Anthony Blenkinsop, Deputy Director/General Counsel  
Chasen Congreves, Director of Operations

EXHIBIT A

PREMISES





RIGHT TO KNOW UPDATE: Effective January 1, 2018, RSA 91-A, the Right to Know Law was modified to include that "If a member of the public body believes that any discussion in a meeting of the body, including in a nonpublic session, violates this chapter, the member may object to the discussion. If the public body continues the discussion despite the objection, the objecting member may request that his or her objection be recorded in the minutes and may then continue to participate in the discussion without being subject to the penalties of RSA 92-A:8, IV or V. Upon such request, the public body shall record the member's objection in its minutes of the meeting. If the objection is to a discussion in nonpublic session, the objection shall also be recorded in the public minutes, but the notation in the public minutes shall include only the members name, a statement that he or she objected to the discussion in nonpublic session, and a reference to the provision of RSA 91-A:3, II, that was the basis for the discussion."

## MOTION

Director Conard:

The Pease Development Authority Board of Directors will enter non-public session pursuant to NH RSA 91-A:3 for the purpose of discussing:

1. Consideration of Pending Claims or Potential Litigation [NH RSA 91-A:3, II (e)]; and
2. Consideration of Legal Advice provided by Legal Counsel [NH RSA 91-A:3, II (l)].

**NOTE: ROLL CALL vote required.**



## MOTION

Director Fournier:

Resolved, pursuant to NH RSA 91-A:3, the Pease Development Authority Board of Directors hereby determines that the divulgence of information discussed and decisions reached in the non-public session of its October 19, 2023, meeting for the consideration of pending claims or potential litigation and the consideration of legal advice from legal counsel are matters which, if disclosed publically, would render the proposed actions ineffective and further agrees that the minutes of said meeting be held confidential until, in the opinion of a majority of the Executive Committee, the aforesaid circumstances no longer apply.

**NOTE: ROLL CALL vote required.**

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