Pursuant to NH RSA 91-A:2 III (b) PDA Chairman Kevin Smith has declared COVID-19 an emergency condition and has waived the requirement that a quorum be physically present at the Board meeting in accordance with the Governor’s Executive Order 2020-04, Section 8, as extended by Executive Order 2021-02, and Emergency Order #12, Sections 3 and 4. PDA Directors will be participating remotely and will identify their location and any person present with them at that location. Please note that this meeting will be video / audio recorded.

Join Zoom Meeting:
https://us02web.zoom.us/j/85026328228?pwd=42IFWEINIK0lRb0V1Smx0bIBXek9CZ209

Meeting ID: 850 2632 8228
Passcode: 477903
Dial by your location: +1 929 205 6099 US (New York)

***Any member of the public having difficulty accessing the Zoom meeting listed above during the public meeting should e-mail: zoom@peasedev.org.

AGENDA

I. Call to Order:

II. Pease Aviation Partners, LLC (d/b/a Million Air Portsmouth) Application to become an Fixed Base Operator (FBO):
   A. FBO Application
   B. FBO Historical Summary

III. Directors’ Comments:

IV. Upcoming Meetings:
   Board of Directors   March 18, 2021 @ 8:30 a.m.

V. Adjournment:

VI. Press Questions:

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

Confidential Materials

P:\BOARDMTG\AGENDAS - Current\Agenda March 11, 2021.docx
Re. Application Procedure

On behalf of REW Investments, via its assignee Pease Aviation Partners, LLC d/b/a Million Air Portsmouth (“PAP”), I am pleased to submit to the Pease Development Authority (“PDA”) the following application procedure to establish a fixed base operation at Portsmouth International Airport at Pease (“PSM”), located within the Pease International Tradeport (“FBO”) (“Airport”).

Application as per 1.03 of PSM Minimum Standards for Commercial and Noncommercial General Aviation Operators

Name and address of the applicant:
Pease Aviation Partners, LLC, a Texas limited liability company
7555 Ipswich Road
Houston, TX 77061

Proposed land use and /or services to be offered:
The proposal is that PAP would construct and operate a full service FBO (all services as per article 2 of PSM Minimum Standards for GA) as follows:

During Phase I of the construction, Million Air will operate from the facility at 120 Aviation Avenue. Transitioning to the new FBO building in Phase II (See attached conceptual design).

Aircraft Fuel and Oil Sales
1. A permanent fuel farm storage facility is to be constructed. It will contain 50,000 gallons of Jet-A and 15,000 gallons of 100LL (Avgas). The FBO will also contain storage for a selection of lubricants to meet the needs of general aviation.
2. Million Air will have 3 X 10,000-gallon Jet-A refuellers and 2 X 1,000-gallon Avgas refuellers available for the operation.
3. Our full-time fuel accountant is trained in inventory management and will provide such report to the airport for auditing. These dispensing reports will be stored for a minimum of 12 months.
Aircraft Deicing

Million Air will have 2 deicing trucks on site utilized by our trained line service persons. Our supervisor will then complete the FDA required forms and submit within 1 hour of the deicing event.

Ground Handling

1. Our line service professionals are fully trained in the military style 212 marshalling technique to guide aircraft safely in and out the parking areas. Million Air will have a follow me pick up truck equipped with two-way radio allowing control tower communication on the ramp frequency.

2. Million Air’s “stage ready” policy has our agents ready with tie down ropes and wheel chocks for every arrival. We track all incoming GA flights though our internal CSI system and are prepared for their arrival.

3. Our equipment list provides for the necessary tugs and tow bars needed to pull aircraft. With a focus on safety, it is Million Air’s policy to have 3 agents present at every hangar move, no exceptions.

Customer Services

1. During Phase I, the temp facility will provide 3,000 sq ft of space. This includes a passenger facility with lounge area, refreshments, TV, and Phone access. Phase II will see a 6,000 sq ft new FBO that will house an impressive passenger facility. It will include 5-star level lounge areas with access to refreshments, TV service and public telephones if needed.

2. Heated and Air-Conditioned Crew Areas will be included in both the temp location and the new facility.

3. Restroom facilities available in the temp facility and in Phase II upgraded to luxury restroom facilities with touchless flush, touchless faucets, and touchless soap dispensers.

4. 2 crew cars and a crew minivan on site as courtesy transportation.

5. The flight planning facility will feature high speed internet accessible computers pre-loaded with common use planning tools and a wireless printer for crews with their own devices. A large charging area will also be available for passengers and crew.

6. Million Air sales counter will feature several for sale items to include pilot supplies, flight planning equipment, survival equipment, aircraft equipment and manuals.
Line Service

1. Our trained team will have a nitrogen cart to inflate aircraft tires and specialized aircraft cleaning products (Celeste) to clean aircraft interiors and windows.
   a. We will apply (as we have in our other locations) for an International Trash License from USDA.
   b. Million Air has contracted with Gama Aviation Aircraft Maintenance company to provide onsite routine and preventative aircraft maintenance (such as repair of aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, and recharge aircraft batteries).

2. An equipment list is provided below of ground support items. This includes everything needed for normal aircraft turnaround, including energizers and starters, GPUs and Fire Extinguishers.

3. Our Lektro Tugs are capable of moving aircraft up to and beyond 75,000 pounds gross weight.

Hangar Space
The temp facility provides 17,000 square feet of Hangar space.
The new FBO design has included a hangar of 12,000 square feet to provide transient, temp, and long-term aircraft storage.

Aircraft Recovery
Our tugs, nitro cart and fully trained team are equipped to move a disabled aircraft of up to 12,500 pounds gross take of weight. They would accomplish this with communication through the ATC control tower and Airport Operations Team.

Collection of Fees
Our qualified team includes a full-time fuel accountant who is dedicated to manage collection of landing, parking and fuel flowage fees from aircraft using the FBO.

Snow Removal
Million Air will have a pickup truck, F250 with snow blade for light removal. We will also contract the services of Piscataqua Landscaping for snow removal and summer landscape maintenance. The area where removed snow will be stored is noted on the attached conceptual designs.

As a term of the Agreement, PDA would grant PAP reasonable access to all common use Apron areas adjoining the Leased Premises for fueling operations and other purposes related to the operation of the FBO.
Proposed date for commencement of the activity and term:
The Proposed Lease Agreement shall be effective upon PDA board approval and execution, approximately late spring 2021. The lease term shall be for a base term of forty-seven (47) years, commencing on the Effective Date (the “Term”).

Facilities and/or amount of land to be leased:
Initially during Phase I, a lease of corporate aircraft hangar at 120 Aviation Avenue (see attached scope of business during Phase I).

Additionally, also in Phase 1, a permanent fuel farm facility on the land area (2.65 acres to the west of existing hanger 227) generally described as 53 Exeter Street (collectively the "Leased Premises" or "Premises"). Final lot dimensions and access areas to be determined through survey work and/or subdivision and site plan review process.

Phase 2 will see this land developed with new permanent 6,500 Square ft FBO and Hangar facilities (see attached concept designs). The FBO will be staffed 24 hours per day and will have a permanent full time General Manager, Customer Service team, Line Service team and Fuel Accountant.

Cost of building facilities and method of financing:

<table>
<thead>
<tr>
<th>Phase 1</th>
<th>$20,000 per month lease of facility at 120 Aviation Avenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,500,000 cost of new permanent fuel farm on land at 53</td>
</tr>
<tr>
<td></td>
<td>Exeter Street.</td>
</tr>
<tr>
<td></td>
<td>$6,000,000 cost of fuel trucks and ground equipment</td>
</tr>
<tr>
<td>Phase 2</td>
<td>$8,000,000 Additional development of new permanent</td>
</tr>
<tr>
<td></td>
<td>FBO and Hangar at 53 Exeter Street.</td>
</tr>
</tbody>
</table>

Financial responsibility and ability of the entity to carry out the activity:
With more than 30 years of experience and 31 current Fixed Base Operations, Million Air is uniquely qualified to design, develop, and operate on a global level. The Million Air system is operated throughout the US, Canada, and the Caribbean, comprised of 1,000 employees and more than 800 aircraft within the leasehold of our facilities which sets the stage for enhancing the service standards of the industry.

The structure of Million Air starts with Roger Woolsey who purchased Million Air in April of 2002 and moved the headquarters to Houston TX.
The group is divided into several sections as shown in Exhibit A. Under REW Investments, 7 FBOs are directly owned and 2 are managed on behalf of the Airport. The remaining FBOs (Interlink) are franchised locations set up similarly to Chick-Fil-A, Inc.

Each of the owned locations are incorporated in the state they operate in. This is done for ease of compliance with local and state regulations. See diagram on Exhibit A.

Financial responsibility will be solely with Pease Aviation Partners, LLC which is owned by REW Investments Inc. Financing will be established through a bond financing program.

Names and qualifications of key personnel to be involved:

**CHIEF EXECUTIVE OFFICER**
Mr. Roger Woolsey is the Owner and CEO of Million Air Interlink (MAI) and REW Investments Inc. (REW). Mr. Woolsey is an entrepreneur that has successfully launched several companies, all in the aviation sector. Woolsey is clearly a visionary and charismatic leader, with a passion for results and quality. He has been featured in and quoted in numerous books, magazines, and news media outlets. Woolsey served as a bank board member, frequent guest speaker for both Universities and corporate keynote addresses. He holds the highest pilot rating available, the Airline Transport License, and is a Licensed Insurance Agent with authority to practice in 14 states. Alumnus of the University of Arkansas, USAF War College, Harvard Business School's Executive Education (Achieving Breakthrough Service, Executive Finance for Senior Leaders, and Owner President & Management (OPM-37)).

**CHIEF OPERATING OFFICER**
Charles “Chuck” M. Suma serves as Chief Operating Officer in the Houston Headquarters Office, providing strategic leadership and managing all operations of the company. Chuck is a senior level executive with 40 years of experience in the design, manufacturing, sale, and support of Business Aviation Aircraft. He joins the Million Air family following an impressive 30 years with Piper Aircraft. Chuck has served on the Board of Directors for the Aircraft Owners and Pilot Association (AOPA), National Business Aircraft Association, National Aviation Transportation Association, AOPA Air Safety Foundation, and National Chamber of Commerce. Additionally, he has served as the Chairman of the General Aviation Manufacturers Association (GAMA) and Air Safety Investigation Committee.

**EXECUTIVE VICE PRESIDENT, FBO OPERATIONS**
Jennifer A. Gomes has a 15-year multi country track record of delivering outstanding customer service in conjunction with seamless business operations. She was responsible for one of the largest single sourced fueling operations in the world, with over 800 daily departures at Charlotte Douglas International Airport. She coordinated an international airline startup in
Singapore organizing full operations above and below wing with resources and employees from over 6 countries. Jennifer joined Million Air as the General Manager in Tallahassee where she revitalized the front and backend operations to create a culture of safety, pride, ownership, and mutual respect. This transformation was recognized in the 2020 AIN FBO Survey, for one of the most improved FBOs in 2019.

GENERAL MANAGER
Colonel Jeffrey N. Stout U.S.A.F. (Ret) has over 39 years of experience in general aviation and military aviation. Stout completed a 26-year career with the United States Air Force before joining Million Air. Stout has served as a pilot, aircraft commander and instructor pilot in KC-135, U-2 and T-38 aircraft. Jeff is a New Jersey native and holds a Bachelor of Science degree in Aeronautical Science and a Master of Applied Science degree in Aeronautical Science and Aviation Management. He holds an FAA Airline Transport pilot’s license and was a USAF command pilot.

Specific types and amounts of insurance to be maintained:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Carrier</th>
<th>Policy Number</th>
<th>Expiration</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property ($100M)</td>
<td>Starr Surplus Lines</td>
<td>SLSTPTY11376820</td>
<td>11/01/2021</td>
<td>$100,000,000 any one occurrence plus applicable sub-limits</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>New Hampshire Insurance Co.</td>
<td>01-LX-012419522-1</td>
<td>11/01/2021</td>
<td>$14,147,936 Scheduled contractors equipment limit</td>
</tr>
<tr>
<td>Automobile</td>
<td>New Hampshire Insurance Co.</td>
<td>01-CAR-019046558-9</td>
<td>11/01/2021</td>
<td>$1,000,000 CSL any one accident</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000 deductible each for collision &amp; comprehensive</td>
</tr>
<tr>
<td>Work Compensation</td>
<td>Starr Specialty Insurance Co.</td>
<td>1000003895</td>
<td>11/01/2021</td>
<td>Workers Compensation: Statutory Employers Liability: $1M/$1M/$1M</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>Allied World Assurance Company (U.S.)</td>
<td>0312-5337</td>
<td>11/01/2023</td>
<td>$10,000,000 each incident limit/coverage section aggregate limit</td>
</tr>
<tr>
<td>D&amp;O/EPL/Fiduciary/Crime</td>
<td>QBE Insurance Corporation</td>
<td>10041721</td>
<td>11/01/2021</td>
<td>$1,000,000 limit of liability – each claim $3,000,000 policy aggregate limit</td>
</tr>
<tr>
<td>Aviation General Liability</td>
<td>USAIG Lead, AIG, W. Brown, QBE &amp; Starr</td>
<td>Various</td>
<td>11/01/2021</td>
<td>$100,000,000 CSL any one occurrence plus applicable sub-limits</td>
</tr>
</tbody>
</table>

Number of aircraft to be provided:
N/A
Tools, equipment, services, and inventory:

Fuel Farm inventory capacity of Jet-A and 100LL (see conceptual designs). Initial Jet A storage for 60,000 gallons with space for an additional 30,000 gallons in the farm area. Rolling storage capacity of 30,000 for a total of 120,000 gallons. During growth mode as the operation increases rolling storage would be utilized to increase total volume.

During Phase I build, all runoff water will be collected and separated through an oil water separator. Both the water and any oil residue will be pumped into trucks and removed from the site using ACV Enviro.

During Phase II build, an outlet pipe from the water side of the separator will be installed to allow release of clean water into storm drains, after testing.

Million Air REW is a World Fuel Service branded operation in all locations and this provides us security of an uninterrupted fuel supply from the refinery. Unlike FBOs who buy on the open market directly, we have an exclusive agreement with World Fuel Service to ensure Million Air is priority every time when needed. World Fuel also assists with providing replacement equipment during repairs and through their extensive global network have immediate access to vendors.

In addition, the following equipment will be used to provide aeronautical services. Where possible we have selected an electric option in line with our company pledge to reduce our carbon footprint in 2021.

- 3 New 10,000-gallon Jet A tanker trucks
- 2 New 1,000-gallon Avgas trucks
- Multiple sets of Air Stairs. (TLD Products)
- 1 De-Icing truck with high lift boon (78’) Elephant Beta-15
- 1 De-Icing truck with 48’ lift for regional jets. (Vestergaard)
- Multiple 400hz GPUs. (AGE 6000 Series)
- 50-gallon LOX cart. (Essex Industries)
- 2 push tugs. (Jetporter JP100S and Eagle XM-30)
- 1 catering truck with scissor lift
- 1 forklift capable of lifting 5,000lbs
- 1 K-Loader
- Multiple tow bars
- Lav carts. (AERO LC270-RJ3E Electric Lavatory Service Cart)
- 2 crew cars
- 1 crew van
- Multiple engine stands, including a B5 stand
- 1 beltloader (MIL-Electric)
- 1 baggage tug and 5 baggage carts. (TUG JST-Electric)
- 1 pickup truck F250 with snow blade (contract services with Piscataqua Landscaping)

Number of persons to be employed:

- Employees to cover 24hr operations
- 3 Line service and 2 customer service per morning and evening shift
- 2 Line service employees overnight
- 1 General Manager
- 1 Fuel Accountant

21 Total Employees

Hours of operation:

24-hour operations

Additional Information:

What course of action will Million Air take should they not secure the Military Contract in 2021?

Million Air is committed to an operation at PSM and will continue with the Phase II build of the FBO without the military contract. We would look to grow the GA business and use our close connections with the commercial airlines to attract divert, charter, and fuel stop options for PSM. Million Air has many network wide agreements (for example, NetJets, Vista Jet, Solaris etc.) and our customers choose the Million Air brand when possible. PSM today does not capture this market and the current FBO is not part of our national branding programs.

What is the backup plan for equipment should Million Air have a break down?

Million Air has agreements in place with American Airlines to rent equipment at MAGSA rates in these situations. We will also be using C&G Truck and Heavy Repair Inc. to perform maintenance on the equipment. Additionally, through our network we can reposition equipment from our ALB and HPN locations within hours if needed.

What happens if there is an environmental spill?

Million Air will use the services of ACV Enviro who are a national company with a local facility near Portsmouth. They are available 24/7 and have a 30-minute response time to the airport.

How many parking spots are needed for the FBO?

A traffic analysis was performed using the 2018 and 2019 average flight arrivals to KPSM and an evaluation of Million Air staffing number. The following graph for GA traffic (including PSM tenant Plane Sense, who have their own hangar facility) shows a daily average of 14 flights.
We can assume the following:
- 6 employee parking spots
- 2 crew cars
- 2 rental cars
- 1 crew van
- Passengers – 6 parking spots
- Additional peak times spots – 3

Total Parking Spot requirement - 20

Upon receipt of this application, please forward to the Pease Development Authority Airport Committee for consideration at the next scheduled meeting of the Authority.

Sincerely,

Charles Suma, COO
<table>
<thead>
<tr>
<th>Minimum Standard</th>
<th>Phase 1</th>
<th>Phase 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aircraft Fuel and Equipment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Storage and transportation: Jet A and 100LL fuel, lubricants</td>
<td>3 x 30,000 gal. double walled jet A storage, 5000 gal. 100LL storage</td>
<td>3 x 30,000 gal. double walled jet A storage, 5000 gal. 100LL storage</td>
</tr>
<tr>
<td>2. Min. Turn 90° and 300°: Dispensing trucks</td>
<td>3 X 16,000 gal. Skymark Refueler/Tanker Trucks</td>
<td>3 X 16,000 gal. Skymark Refueler/Tanker Trucks</td>
</tr>
<tr>
<td>3. Min. 12 Months Fuel Dispensing history (must show 12 months 24 hrs)</td>
<td>3X 16,000 gal. Skymark Refueler/Tanker Trucks</td>
<td>3X 16,000 gal. Skymark Refueler/Tanker Trucks</td>
</tr>
<tr>
<td><strong>Aircraft Handling</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Min. one aircraft door - no motorized doors</td>
<td>3 x De-Icing truck with heated parking instruction (See Equipment List)</td>
<td>3 x De-Icing truck with heated parking instruction (See Equipment List)</td>
</tr>
<tr>
<td>2. Ramp area - no motorized doors</td>
<td>Yes, Removable</td>
<td>Yes, Removable</td>
</tr>
<tr>
<td><strong>Ground Handling Aircraft Guidance, Parking and Tie-Down</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Aircraft Guidance - Radar monitored - Follow me</td>
<td>Yes, Radar monitored</td>
<td>Yes, Radar monitored</td>
</tr>
<tr>
<td>2. Tie-Down Polices and Equipment</td>
<td>To be installed 3 x de-Icing trucks (See Equipment List)</td>
<td>To be installed 3 x de-Icing trucks (See Equipment List)</td>
</tr>
<tr>
<td>3. Equipment Capacity of Towable Aircraft</td>
<td>Eagle and Leesin Tool (See Equipment List)</td>
<td>Eagle and Leesin Tool (See Equipment List)</td>
</tr>
<tr>
<td><strong>Customer Service</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Passenger Facilities - Terminal Lounge, concession as per FBO</td>
<td>International Flight Lounge designed</td>
<td>International Flight Lounge designed</td>
</tr>
<tr>
<td>2. Concessions located near lounge</td>
<td>Two 4x5 Office space</td>
<td>Two 4x5 Office space</td>
</tr>
<tr>
<td>3. Restrooms facilities, for passengers and crew</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td>4. Concessions operating</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td>5. Flight Planning Facility</td>
<td>Yes, See attached plans - Time FBO 1 &amp; 2</td>
<td>Yes, See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td>6. Flight Data - Pilot Natches</td>
<td>Yes, See attached plans - Time FBO 1 &amp; 2</td>
<td>Yes, See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Water - Well Water - Potable Water</td>
<td>Potable Water $135 flat rate</td>
<td>Potable Water $135 flat rate</td>
</tr>
<tr>
<td>2. Electricity - Power Generator</td>
<td>Potable Water $135 flat rate</td>
<td>Potable Water $135 flat rate</td>
</tr>
<tr>
<td><strong>Fuel Farm</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Fuel Farm, Required Construction</td>
<td>New Permanent Fuel Farm (see attached plans)</td>
<td>New Permanent Fuel Farm (see attached Plans)</td>
</tr>
<tr>
<td>2. Total number of fuel farm (see attached plans)</td>
<td>New Permanent Fuel Farm (see attached Plans)</td>
<td>New Permanent Fuel Farm (see attached Plans)</td>
</tr>
<tr>
<td>3. Minimum number of fuel tanks</td>
<td>1.5 million gallon Skymark Refueler/Tanker Trucks</td>
<td>1.5 million gallon Skymark Refueler/Tanker Trucks</td>
</tr>
<tr>
<td><strong>Security</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Video to allow view of ramp, luggage, maintenance</td>
<td>3 X 1000 Gallon Skymark Refueler/Tanker Trucks</td>
<td>3 X 1000 Gallon Skymark Refueler/Tanker Trucks</td>
</tr>
<tr>
<td>2. Adequate number of qualified staff to allow 24/7 security</td>
<td>3 X 1000 Gallon Skymark Refueler/Tanker Trucks</td>
<td>3 X 1000 Gallon Skymark Refueler/Tanker Trucks</td>
</tr>
<tr>
<td><strong>Food Truck Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Additional services</td>
<td>Additional services, minimum standards for those</td>
<td>Additional services, minimum standards for those</td>
</tr>
<tr>
<td>2. Food Truck Options</td>
<td>See/6, Warehouse, or related</td>
<td>See/6, Warehouse, or related</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. One Stolen</td>
<td>Yes through Epic Spokes, or related</td>
<td>Yes through Epic Spokes, or related</td>
</tr>
<tr>
<td>2. Two Tires</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td>3. Adequate number Trained, Qualified Staff</td>
<td>Adequate number Trained, Qualified Staff</td>
<td>Adequate number Trained, Qualified Staff</td>
</tr>
<tr>
<td><strong>Food Truck Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Additional services</td>
<td>Additional services, minimum standards for those</td>
<td>Additional services, minimum standards for those</td>
</tr>
<tr>
<td>2. Food Truck Options</td>
<td>See/6, Warehouse, or related</td>
<td>See/6, Warehouse, or related</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. One Stolen</td>
<td>Yes through Epic Spokes, or related</td>
<td>Yes through Epic Spokes, or related</td>
</tr>
<tr>
<td>2. Two Tires</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td>3. Adequate number Trained, Qualified Staff</td>
<td>Adequate number Trained, Qualified Staff</td>
<td>Adequate number Trained, Qualified Staff</td>
</tr>
<tr>
<td><strong>Food Truck Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Additional services</td>
<td>Additional services, minimum standards for those</td>
<td>Additional services, minimum standards for those</td>
</tr>
<tr>
<td>2. Food Truck Options</td>
<td>See/6, Warehouse, or related</td>
<td>See/6, Warehouse, or related</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. One Stolen</td>
<td>Yes through Epic Spokes, or related</td>
<td>Yes through Epic Spokes, or related</td>
</tr>
<tr>
<td>2. Two Tires</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
<td>See attached plans - Time FBO 1 &amp; 2</td>
</tr>
<tr>
<td>3. Adequate number Trained, Qualified Staff</td>
<td>Adequate number Trained, Qualified Staff</td>
<td>Adequate number Trained, Qualified Staff</td>
</tr>
</tbody>
</table>

**Application as per 10AC of FAA minimum standards for GA:**

Please see attachment (Application Procedure)

Please see attachment (Application Procedure)
EXHIBIT A

Structure of Million Air
Article 1 - Entity Name and Type
The filing entity being formed is a limited liability company. The name of the entity is:
Pease Aviation Partners, LLC

Article 2 – Registered Agent and Registered Office
A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:
Name: THOMAS A. DICKINSON

C. The business address of the registered agent and the registered office address is:
Street Address: 7660 Woodway Drive, Suite 460 HOUSTON TX 77063

Consent of Registered Agent
A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority
A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.
The names and addresses of the governing persons are set forth below:
Manager 1 (Business Name) REW Investments, Inc.
Address: 7555 Ipswich Road Houston TX, USA 77061

Article 4 - Purpose
The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.
The attached addendum, if any, is incorporated herein by reference.

The name and address of the organizer are set forth below.

Roger Woolsey 7555 Ipswich Road, 7555 Ipswich Road, Houston, TX 77061

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Roger Woolsey

Signature of Organizer

FILING OFFICE COPY
Business Information

Business Details

Business Name: MILLION AIR PORTSMOUTH
Business Type: Trade Name
Expiration Date: 11/20/2025
Business Creation Date: 11/20/2020
Date of Formation in Jurisdiction: 11/20/2020
Principal Office: 7555 Ipswich Road, Houston, TX, 77061, USA
Business Email: lwilliams@millionair.com
Notification Email: NONE

Principal Purpose

<table>
<thead>
<tr>
<th>S.No</th>
<th>NAICS Code</th>
<th>NAICS Subcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OTHER / FBO Ops 48 Transportation 190</td>
<td>Other support activities for air transportation</td>
</tr>
</tbody>
</table>

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Business ID</th>
<th>Business Status</th>
</tr>
</thead>
</table>

Trade Name Owned By

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEASE AVIATION PARTNERS, LLC</td>
<td></td>
<td></td>
<td>Good Standing</td>
</tr>
<tr>
<td>Trademark Number</td>
<td>Trademark Name</td>
<td>Business Address</td>
<td>Mailing Address</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
<td>------------------</td>
<td>-----------------</td>
</tr>
</tbody>
</table>

No records to view.
MINIMUM STANDARDS
FOR COMMERCIAL AND NONCOMMERCIAL
GENERAL AVIATION OPERATORS

PORTSMOUTH INTERNATIONAL AIRPORT AT PEASE
PEASE INTERNATIONAL TRADEPORT
PORTSMOUTH, NEW HAMPshire
Dated: November 13, 1997
Revised: August 17, 2006
Revised: August 16, 2007
## CONTENTS

### Article 1

**Introduction**

1.01 Statement of Purpose  
1.02 Definitions  
1.03 Application Procedure

### Article 2

**Minimum Standards and Requirements for Full-Service Fixed Base Operators**

2.01 Full-Service Fixed Base Operator Required Services  
2.02 Minimum Standards for Required Services  
2.03 Minimum Land and Facility Requirements  
2.04 Minimum Management and Staffing Requirements  
2.05 Minimum Hours of Operation  
2.06 Minimum Insurance Requirements  
2.07 Minimum Service Standards-Permitted Services  
2.08 Rates and Charges for Services  
2.09 State Registration

### Article 3

**Minimum Standards and Requirements for Limited-Service Specialty Operators**

3.01 Limitations on Limited-Service Specialty Operators  
3.02 Limited-Service Specialty Operator Permitted Services  
3.03 Minimum Standards for Permitted Services  
3.04 Minimum Land and Improvement Requirements  
3.05 Minimum Insurance Requirements  
3.06 Multiple Permitted Services  
3.07 Sub-operators  
3.08 Rates and Charges for Services  
3.09 State Registration

### Article 4

**Aircraft Sales**

4.01 General  
4.02 Minimum Service Standards

### Article 5

**Noncommercial Operators**

5.01 Permitted Activities  
5.02 Prohibited Activities  
5.03 Flying Clubs

### Article 6

**Aircraft Fractional Ownership Management Companies**

6.01 Definitions  
6.02 Aircraft Fractional Ownership Management Company Authorized Services  
6.03 Minimum Standards for Aircraft Fractional Ownership Management Company Authorized Services  
6.04 Minimum Land and Facility Requirements
6.05 Minimum Management and Staffing Requirements
6.06 Insurance
6.07 State Registration
6.08 Aircraft Hangar Space Subletting Services
ARTICLE 1

INTRODUCTION

1.01 STATEMENT OF PURPOSE

These Minimum Standards define minimum standards for the conduct of commercial and noncommercial general aviation activities at Portsmouth International Tradeport at Pease (the “Airport”). This document states the privileges and restrictions associated with each category of activity and sets forth the minimum standards for facilities, land area, improvements, services required, equipment, personnel, operating requirements and hours of operation.

The general aviation development goals of the Pease Development Authority (the “PDA” or the “Authority”) are to:

a. Ensure that general aviation activities at the Airport are conducted in a safe, fair, and equitable manner, in accordance with PDA, state, and federal standards.

b. Promote first-class general aviation services and facilities.

c. Assist private developers in promoting business interests at the Airport.

The operating standards outlined in this document are the minimum requirements that must be met by Commercial Operators as a condition of their right to conduct stated commercial activities on the Airport and by Noncommercial Operators as a condition of their right to lease premises on the Airport.

1.02 DEFINITIONS

As used in these Minimum Standards, the following terms will have the following meanings:

a. “Aircraft” means any aeronautical device including, but not limited to, powered aircraft, gliders, ultra lights, kites, helicopters, gyroscopes, gyro copters, ground effect machines, and balloons.

b. “Airport” means the entirety of Airport.

c. “Apron” means a paved area suitable for aircraft parking.

d. “Building” means the main portion of each structure; all projections or extensions there from; any additions or changes thereto; and all garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs, and landscaping shall not be included.
e. "Commercial Operator" means an Entity engaging in an activity that involves, or makes possible, the offering for sale of a general aviation service for the purpose of obtaining earnings, income, compensation, or profit, whether or not such objective is accomplished. All commercial operators must be duly registered with the New Hampshire Department of Transportation, Division of Aeronautics.

f. "Entity" means any person, proprietorship, association, firm, joint venture, partnership, limited liability corporation, corporation, other business organization, or any combination of the above.

g. "Equipment" means all machinery, together with the necessary supplies, tools, and apparatus necessary to the proper conduct of the activity being performed.

h. "Exclusive Right" means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. The granting of an Exclusive Right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly prohibited.

i. "FAA" as used in this document shall mean the Federal Aviation Administration.

j. "Full-Service Fixed Base Operator" means a general aviation Commercial Operator that is required to offer for sale to the public a range of basic and essential general aviation services and products as specified in Article 2. Additionally, a Full-Service Fixed Base Operator may be permitted to provide for sale other specialized general aviation services as specified in Article 3.

k. "General Aviation" means that portion of civil aviation, which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from the Federal Aviation Administration and large aircraft commercial operators.

l. "Improvements" means all buildings, structures, and facilities including paving, ground cover, fences, signs, and landscaping constructed, installed, or placed on, under, or above any leased area by or with the concurrence of a Lessee and the Airport. Plans and specifications for all Improvements must be approved by the PDA and must meet development standards established by the PDA.

m. "Lease" means a contractual agreement between the PDA and an Entity in which the PDA leases or subleases real property and grants rights and privileges on the Airport to the Entity for the purpose of conducting stated general aviation activities, which agreement is defined in writing and enforceable under law.

n. "Leased Premises" means the entirety of the ground area leased to an entity including all buildings, improvements, and fixed and removable structures identified as the premises in the lease.
o. "Lessee" means an entity having a valid lease with the PDA.

p. "Limited-Service Specialty Operator" means a commercial operator that is permitted to offer for sale one or more of the permitted services listed in Article 3, but is not a Full-Service Fixed Base Operator.

q. "Line Service" means routine day-to-day servicing necessary for the safe operation of an Aircraft and may include recharging batteries, oxygen, braking, and lubrication systems; cleaning Aircraft windows, etc.

r. "Noncommercial Operator" means an entity or governmental agency, which maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such noncommercial operators are specifically prohibited from offering general aviation products or services for sale to others.

s. "Sublease" means a sublease on the Airport granted to an entity by a lessee and approved by the Airport for the use of all or part of the property leased by the Airport to the lessee.

t. "Sub-Operator" means an entity engaged in any of the general aviation services that a Limited-Service Specialty Operator may provide, which services are provided under a sublease with a Full-Service Fixed Base Operator having a valid Lease with the Airport.

u. "Tie down" means the paved area on the airport suitable for the parking of aircraft wherein suitable aircraft tie down points have been installed.

1.03 APPLICATION PROCEDURE

Any entity wishing to establish a commercial or noncommercial general aviation activity on the airport shall be furnished a copy of these minimum standards and shall be required to make an application in writing to the PDA Executive Director detailing the following:

a. The name and address of the applicant.

b. The proposed land use and/or services to be offered.

c. The requested or proposed date for commencement of the activity and the term.

d. The facilities and/or amount of land to be leased.

e. The cost of building facilities and the method of financing, if applicable.

f. The financial responsibility and ability of the entity to carry out the activity.
g. The names and qualification of key personnel to be involved.

h. The specific types and amounts of insurance to be maintained.

i. The number of aircraft to be provided, if applicable.

j. The tools, equipment, services and inventory.

k. The number of persons to be employed.

l. The hours of operation.

Upon receipt of the application, it shall be referred to the Pease Development Authority Airport Committee with the recommendations of the Executive Director and considered at the next scheduled meeting of the Authority.
ARTICLE 2
MINIMUM STANDARDS AND REQUIREMENTS
FOR FULL-SERVICE FIXED BASE OPERATORS

2.01 FULL-SERVICE FIXED BASE OPERATOR REQUIRED SERVICES

A Full-Service Fixed Base Operator shall provide the following aeronautical services:

a. Aircraft fuel and oil sales
b. Aircraft deicing
c. Ground handling (aircraft guidance, parking, and tie down)
d. Customer services
e. Line service
f. Hangar Space
g. Aircraft recover
h. Collection of fees
i. Snow removal

2.02 MINIMUM STANDARDS FOR REQUIRED SERVICES

a. Aircraft Fuel and Oil Sales

1. Storage and into-plane dispensing of Jet A and 100LL fuel together with a selection of lubricants of sufficient ratings, grades, quality, and quantity to meet the needs of general aviation aircraft using the airport.

2. A minimum of two metered, filter-equipped fueling trucks for dispensing jet fuel, of which at least one has a capacity of not less than 5,000 gallons, which meet all applicable safety requirements.

3. A minimum of two metered, filter-equipped fueling trucks for dispensing 100LL gasoline, of which at least one has a minimum capacity of 500 gallons, which meet all applicable safety requirements.
4. Maintain fuel dispensing reports on file for a minimum of 12 months, and have such reports available for auditing at any time by the Authority.

b. Aircraft Deicing

1. A minimum of one deicing vehicle capable of applying heated propylene glycol to general aviation aircraft using the Airport.

2. Complete forms provided by the PDA documenting the type and amount of deicing fluid used and the location of the deicing event. Submit completed forms to the PDA Engineering Department within one hour of completion of the deicing event.

c. Ground Handling (Aircraft Guidance, Parking, and Tie Down)

1. Aircraft arrival and departure guidance on the apron to include a properly marked and lighted follow me vehicle capable of two way radio communications with the Air Traffic Control Tower on ramp net frequency.

2. Tie down facilities and equipment, including ropes, chains, or other types of restraining devices and wheel chocks for transient aircraft.

3. Equipment capable of towing aircraft into and out of the hangar(s).

d. Customer Services

1. Passenger facilities for checking in general aviation passengers and baggage, together with a comfortably appointed lounge area with public telephone, light refreshments, current periodicals, and TV service.

2. Conveniently located, heated, and air conditioned lounge area for crews.

3. Restroom facilities for passengers and crews.

4. Courtesy transportation for passengers and crews to general aviation facilities, the air carrier terminal, and downtown locations.

5. A fully equipped flight planning facility with direct communication to the FAA Flight Service Station, local air traffic control, and National Weather Service briefers; adequate supplies of VFR and IFR navigational charts; and other necessary flight planning equipment.
6. An aviation sales counter offering for sale a reasonable variety of pilot supplies, navigation and flight planning equipment, survival equipment, and aircraft and equipment manuals.

e. Line Service

1. Proper equipment for: inflating aircraft tires, cleaning aircraft windows and interiors, servicing aircraft lavatories, and disposal of aircraft waste (domestic and international). A full-service FBO may provide qualified personnel and equipment to repair aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, and recharge aircraft batteries.

2. Adequate ground support equipment for normal turnaround of aircraft, including energizers and starters, ground power units, and fire extinguishers.

3. Adequate towing equipment to move aircraft up to 75,000 pounds gross weight safely and efficiently.

f. Hangar Space

A minimum of 12,000 square feet of hangar space to meet public demand for transient, temporary, and long-term aircraft storage.

g. Aircraft Recovery

Equipment, material, and personnel sufficient to remove a disabled aircraft of up to 12,500 pounds gross takeoff weight.

h. Collection of Fees

Personnel to collect landing, parking, and fuel flowage fees from aircraft using the FBO.

i. Snow Removal Services

Adequate owned, leased or contracted equipment to remove snow from the parking apron managed by the FBO.

2.03 MINIMUM LAND AND FACILITY REQUIREMENTS

a. Lease a minimum ground area determined by the PDA.

b. One aircraft hangar with not less than 12,000 square feet of aircraft storage space.
c. An office/terminal facility of not less than 2,000 square feet adequate to accommodate an office, pilot lounge, passenger lounge, telephone, and restroom facilities. This facility may be attached to/part of the aircraft hangar.

d. Management of paved apron area of not less than 150,000 square feet for general aviation parking and tie downs with access to the aircraft hangar. Management responsibilities include installation and maintenance of tie down equipment, sweeping/FOD control, and snow removal.

e. Permanent fuel storage for a minimum of 36,000 gallons of jet fuel and 5,000 gallons of 100LL. The fuel storage tanks shall comply with all applicable federal, state, local, and PDA rules and regulations pertaining to installation, maintenance, operation, fuel handling safety, and environmental protection.

f. Paved off-street parking outside the airport restricted area, but within the leased premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities.

All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development and design standards as may be adopted by the PDA.

2.04 MINIMUM MANAGEMENT AND STAFFING REQUIREMENTS

a. The activities of a Full-Service Fixed Base Operator on the Airport shall be supervised by an on-site manager who shall at all times be responsible for conducting, in a first-class manner, the services required and permitted herein and in the Full-Service Fixed Base Operator's Lease.

b. An adequate number of properly trained, qualified and, where applicable, licensed staff shall be on duty during required minimum hours of operation, or on call during other times, to provide the level of service specified herein.

c. All employees shall wear uniforms and protective clothing and equipment as appropriate or necessary.

2.05 MINIMUM HOURS OF OPERATION
A Full-Service Fixed Base Operator shall be staffed adequately to provide the required services between the hours of 7:00 a.m. and 10:00 p.m. daily. At all other times, the required services must be available on an on call or prior notice basis.

2.06 MINIMUM INSURANCE REQUIREMENTS

A Full-Service Fixed Base Operator shall be required to carry insurance in conformance with the PDA’s risk management requirements.

2.07 MINIMUM SERVICE STANDARDS-PERMITTED SERVICES

A Full-Service Fixed Base Operator may provide any or all of the permitted services listed in Article 3 and shall be subject to the minimum standards and requirements for Limited Service Specialty Operators set forth in Article 3 of these Minimum Standards.

2.08 RATES AND CHARGES FOR SERVICES

Rates and charges shall be determined by the Full Service Fixed Base Operator and shall be reasonable, competitive, and applied fairly to all users of such services. All rates and charges will be filed with the Airport Manager.

2.09 STATE REGISTRATION

All Full-Service Fixed Base Operators must maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.
ARTICLE 3

MINIMUM STANDARDS AND REQUIREMENTS
FOR LIMITED-SERVICE SPECIALTY OPERATORS

3.01 LIMITATIONS ON LIMITED-SERVICE SPECIALTY OPERATORS

The PDA may enter into separate agreements with a Limited-Service Specialty Operator or a Limited-Service Specialty Operator may enter into a Sublease with a Full-Service Fixed Base Operator. In either case, such services will be permitted only in areas designated for such uses on the currently approved Airport Master Plan. Such specialized limited services shall specifically exclude:

a. The sale of aviation fuel.

b. Aircraft deicing services.

Any Commercial Operator desiring to perform the services listed in subparagraphs a. or b. above must enter into a Lease with the Airport as a Full-Service Fixed Base Operator and fulfill the obligations of such an operation.

3.02 LIMITED-SERVICE SPECIALTY OPERATOR PERMITTED SERVICES

A Limited-Service Specialty Operator may provide one or more of the following permitted services:

a. Nonscheduled and Air Charter Services and, as an adjunct to such services, (i) the sublease of aircraft parking space within the hangar facility owned or leased by said Nonscheduled and Air Charter Service Operator, but only if such sublease is allowed explicitly under the applicable lease with PDA or is otherwise approved by PDA, and (ii) the provision of general management services as described in Section 3.03a3 below for aircraft occupying subleased hangar space in accordance with (i) above.

b. Aircraft Engine and Airframe Overhaul and Repair

c. Avionics and Instrument Repair

d. Flight Instruction and Aircraft Rental

3.03 MINIMUM STANDARDS FOR PERMITTED SERVICES

Except as provided in this subsection, Limited-Service Specialty Operators offering the permitted services listed above shall be subject to the minimum standards individually specified
in the Limited-Service Specialty Operator's agreement with the Airport. The following minimum standards shall apply:

a. **Nonscheduled and Air Charter Services**

1. A Limited-Service Specialty Operator offering nonscheduled and air charter services shall provide the following services and Equipment at least 8 hours per day, 7 days per week and on call at all other times:

   (1) An Aircraft charter or air taxi operation certificated under FAR Part 135.

   (2) Not less than one single-engine Aircraft available for charter or air taxi purposes. All such Aircraft shall be equipped for flight under IFT conditions and shall meet the requirements of FAR Part 135.

   (3) A sufficient number of qualified FAA commercial/instrument or airline transport rated pilots to provide the services required hereunder.

   (4) Adequate services and Equipment for providing passenger check in, handling luggage and ticketing, and suitable courtesy ground transportation.

2. The aircraft hangar space sub-letting service allowed under Section 3.02a(i) shall require a minimum sublease term of ninety (90) consecutive days or greater and a minimum of 3,000 square feet of available hangar space, exclusive of the space occupied by aircraft owned and/or operated by the sublessor Nonscheduled and Air Charter Service Operator.

3. The general management services allowed under Section 3.02a(ii) may include:

   - General walkaround visual aircraft inspection, maintenance record review and development of maintenance plans, preparation of damage history report, airworthiness directive searches, review/preparation of market studies, charter performance analysis, investment and capital model development and analysis, acting as agent to obtain aeronautical services available from other FBOs at the Airport, pilot services (pilot search, pilot pool development, drug testing administration, payroll services, safety and compliance overview assessment and management, and proficiency testing) and other similar general aircraft management and consulting services.

   The general management services authorized under Section 3.02a(ii) shall not include aircraft maintenance or aircraft inspections that would require the possession of an Airframe and/or Powerplant certificate issued by the FAA or that would require oversight from a holder of an Airframe and/or Powerplant Certificate, brokerage services in connection with any sale of aircraft and/or any of the services authorized under Article 2 and/or Sections 3.02b through d unless such services are authorized pursuant to a written agreement with PDA and otherwise comply with all applicable requirements of these Minimum Standards.
4. All general management services allowed under Section 3.02(ii) shall be provided pursuant to a written agreement with the aircraft owner/operator and by duly qualified personnel pursuant to valid and current licenses or certificates to the extent required by FARs or other applicable provisions of law.

5. Aircraft Fractional Ownership Companies which have been authorized to conduct business at the Airport under the provisions of Article 6 of these Minimum Standards may offer aircraft hangar space subletting services in accordance with Sections 3.02a(i) and 3.03a2 of Article 3.

b. Aircraft Engine and Airframe Overhaul and Repair

A Limited-Service Specialty Operator offering Aircraft engine and airframe overhaul and repair shall provide the following services and equipment at least 8 hours per day, 5 days per week, with on-call service available on one additional day per week:

1. Sufficient equipment, supplies, and spare parts as required for certification as an FAA-approved repair station, in accordance with FAR Part 43 and FAR Part 145.

2. Uniformed, efficient, and trained personnel in sufficient numbers to meet demand for the services offered, but never less than one person currently FAA certificated as both an airframe and engine mechanic, and (except for FAA certificated repair stations) Aircraft inspector, and one other person not necessarily FAA certificated.

3. A minimum of 5,500 square feet of maintenance shop area.

c. Avionics and Instrument Repair

A Limited-Service Specialty Operator offering avionics and instrument repair shall provide the following services and equipment at least 8 hours per day, 5 days per week, with on-call service available on one additional day per week:

1. Sufficient equipment and supplies and have available sufficient parts as required for certification as an FAA-approved repair station.

2. Sufficient uniformed, efficient, and trained personnel to meet the minimum standards set forth herein for this type of specialty operation, but never less than one person appropriate to the work performed.

d. Flight Instruction and Aircraft Rental
A Limited-Service Specialty Operator offering flight instruction or aircraft rental shall provide the following services and Equipment at least 8 hours per day, 5 days per week, with on-call service available during the remaining two days per week:

1. A flight training school authorized to provide IFR and multi-engine flight instruction in accordance with FAR Part 61.
2. Availability for use for flight training or Aircraft rental at least two certificated and currently airworthy Aircraft. Such Aircraft can be owned or leased.
3. Make available as many flight and ground instructors as needed to meet demand.

3.04 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS

A Limited-Service Specialty Operator offering any permitted service shall be required to:

a. Lease a minimum ground area determined by the PDA.

b. Provide a Building of not less than 1,500 square feet equipped with suitable heating, lighting, air conditioning, accommodations for an office and customer lounge, restrooms, and public telephone.

c. Manage a paved Aircraft parking apron of sufficient size for the activities contemplated, with paved access to the Airport taxiway system and suitable tie down Equipment for all owned or leased Aircraft.

d. Provide paved off-street parking outside the airport restricted area, but within the Leased Premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities.

All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development standards as may be adopted by the PDA.

3.05 MINIMUM INSURANCE REQUIREMENTS

A Limited-Service Specialty Operator shall be required to carry insurance in conformance with the PDA’s risk management requirements.

3.06 MULTIPLE PERMITTED SERVICES
A Limited-Service Specialty Operator shall be permitted to provide two or more of the permitted services listed in this Article only where it can be demonstrated to the satisfaction of the PDA that the services are in the public interest.

The minimum standards for Limited-Service Specialty operators providing multiple services shall be the same as those established for the individual services outlined herein. Where the individual minimum standards are repetitious, the provisions will not necessarily be cumulative. In such cases, applicable minimum standards will be determined and agreed upon between the Limited-Service Specialty Operator and the PDA in their agreement.

3.07 SUB-OPERATORS

A Sub-Operator shall conduct its business on the Airport in compliance with the same minimum standards and the same terms and conditions as are applicable to the Operator. A copy of all Subleases shall be provided to the Airport Manager.

3.08 RATES AND CHARGES FOR SERVICES

Rates and charges shall be determined by the Limited-Service Specialty Operator and shall be reasonable, competitive and applied fairly to all users of such services. All rates and charges will be filed with the Airport Manager.

3.09 STATE REGISTRATION

All Limited Service Specialty Operators must maintain a current registration with the New Hampshire Department of Transportation, Division of Aeronautics, as required.
ARTICLE 4

AIRCRAFT SALES

4.01 GENERAL

Any Entity wishing to sell new or used Aircraft shall be required either to (1) enter into a Full-Service Fixed Base Operator agreement and meet the requirements of this class of service provider or (2) enter into a subcontractor arrangement with an Entity that has a valid Full-Service Fixed Base Operator agreement with the Airport.

4.02 MINIMUM SERVICE STANDARDS

If Aircraft sales services are offered by an Entity, that Entity shall meet the following requirements and provide the following services at least 8 hours per day, 5 days per week, and shall offer on-call services on at least one additional day per week.

a. Obtain a sales franchise or dealership agreement with an accredited Aircraft manufacturer, if the sale of new Aircraft is proposed.

b. Employ as many qualified pilots (current and rated) as needed to demonstrate all the models being offered for sale.

c. Establish an inventory of all new and used Aircraft for sale and provide a quarterly inventory report to the Airport Manager stating all Aircraft transactions.
ARTICLE 5
NONCOMMERCIAL OPERATORS

5.01 PERMITTED ACTIVITIES

A Noncommercial Operator may undertake the following activities:

a. The parking on the Leased Premises of any Aircraft owned, leased, or operated by the Noncommercial Operator, and the housing on the Leased Premises of any function necessary to the permitted noncommercial activities.

b. The maintenance and servicing of its own Aircraft, which shall include overhauling, rebuilding, repairing, inspection, and licensing.

c. Using public Airport facilities and navigational aids and facilities for purposes of noncommercial landings, takeoffs, and taxiing.

d. The acquisition, sale, exchange, or disposal of any Aircraft engines, motors, instruments, devices, supplies, and accessories associated with any Aircraft owned, leased, or operated by the Noncommercial Operator, as incidental to its noncommercial activities on the Airport.

e. The location, construction, erection, maintenance, and removal of Improvements on the Leased Premises (including hangars, shops, and related office space) in accordance with the PDA Land Use Controls and applicable provisions of federal and state law for the purpose of carrying out noncommercial activities.

f. Aircraft must have a current New Hampshire aircraft registration.

5.02 PROHIBITED ACTIVITIES

a. The rights and privileges granted to Noncommercial Operators are expressly limited to noncommercial aviation activities, as defined above. These rights and privileges specifically exclude the sale of aviation services, the sale of Equipment or supplies, and repairs of any type whatsoever on aircraft other than those owned or leased by the Noncommercial Operator.

b. Noncommercial Operators shall not be permitted to acquire, store, or dispense fuel in connection with the operation of Aircraft other than the Aircraft owned, leased, or otherwise operated by the Noncommercial Operator.
5.03 FLYING CLUBS

a. Exempt Flying Clubs

A flying club shall be exempt from the requirements of these Minimum Standards if that flying club meets the following conditions. Violation of such conditions shall be grounds for termination of a flying club's exempt status.

1. The flying club must be a non-profit New Hampshire corporation or partnership.

2. Each member of the flying club must be a bona fide owner of the Aircraft or be a member of the corporation or a partner in the partnership operating the flying club.

3. The flying club may not realize a profit from the operation, maintenance, or replacement of its Aircraft.

4. Flying club Aircraft may not be used by other than bona fide members for rental and by no one for commercial operations.

5. Flight instruction may not be given in flying club Aircraft except when such instruction is given by a Commercial Operator based on the Airport authorized to provide flight instruction or by an instructor who does not receive remuneration in any manner for such service.

6. The flying club shall file with the Airport Manager a copy of its bylaws, articles of incorporation, partnership agreement, or other documents supporting its existence; a complete and current list of the flying club's membership including names of officers and directors; evidence that ownership of flying club Aircraft is vested in the flying club; and the operating rules of the flying club. The books and other records of the flying club shall be available for review at any reasonable time by the Airport Manager or his/her representative.

7. Flying club Aircraft must have a current New Hampshire aircraft registration.

b. Non-Exempt Flying Clubs

Non-exempt flying clubs shall be considered commercial aeronautical activities and shall be subject to these Minimum Standards.
ARTICLE 6

AIRCRAFT FRACTIONAL OWNERSHIP MANAGEMENT COMPANIES

6.01 Definitions

In addition to the Definitions set forth in Section 1.02, the following terms will have the following meanings for purposes of this Article 6 of the Minimum Standards:

a. "Aircraft Fractional Ownership Management Company" shall mean an entity that is conducting aircraft flight operations and providing aeronautical services in accordance with 14 CFR Part 91, Subpart K, and, if applicable, Parts 121 and 135.

b. "Fractional Ownership Aircraft" shall mean (i) an aircraft owned or leased by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company and used in connection with the provision of Program Services by said Company; (ii) an aircraft owned or leased in part by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company and for which an undivided interest of at least the minimum percentage allowed by applicable federal aviation regulations is owned or leased for a multi-year term by a separate entity or entities unrelated to the Aircraft Fractional Ownership Management Company owner or lessee and which aircraft is subject to a Program Services multi-year contract with the Aircraft Fractional Ownership Management Company; and/or (iii) an aircraft previously owned or leased by an Aircraft Fractional Ownership Management Company or by an affiliated asset holding company that is now wholly owned or leased to an entity or entities separate from the Aircraft Fractional Ownership Management Company and which aircraft is subject to a Program Services multi-year contract with the Aircraft Fractional Ownership Management Company.

c. "Program Services" shall mean the services required to be provided by an Aircraft Fractional Ownership Management Company to the owner(s) or lessee(s) of a Fractional Ownership Aircraft pursuant to a multi-year contract. "Subpart K" shall mean the regulations set forth in 14 CFR Part 91, Subpart K, as the same may be amended from time to time, applicable to the provision of Program Services at the Airport.

6.02 Aircraft Fractional Ownership Management Company Authorized Services

a. An Aircraft Fractional Ownership Management Company may conduct the following aeronautical services at the Airport, but only to or for the benefit of the Fractional Ownership Aircraft for which the Aircraft Fractional Ownership Management Company owns or leases in whole or in part and/or for which it is obligated or authorized to provide Program Services:

1. Sale and/or leasing of aircraft and interests in aircraft.
2. Aircraft fuel and oil sales and inter-plane dispensing of the same.

3. Aircraft deicing.

4. Ground handling (aircraft guidance, parking, and tie down).

5. Aircraft hangaring.

6. Customer services (checking in passengers and baggage).

7. Aircraft maintenance and servicing (inflate and repair aircraft tires, service aircraft braking systems, change aircraft engine oil, recharge oxygen systems, replace engine starters, recharge aircraft batteries, repair and overhaul avionics systems, clean windows and interiors, service lavatories and dispose of aircraft waste, and conduct general aircraft turnaround activity).

8. Collection of fees (collection of all aircraft landing, storage and other fees due to PDA).

9. Snow removal at designated apron areas of the premises leased by said Company.

b. An Aircraft Fractional Ownership Management Company may conduct the following aeronautical services at the Airport for non-Fractional Ownership Aircraft or for the benefit of owners of aircraft operating at Pease who do not otherwise contract with said Aircraft Ownership Management Company for the provision of Program Services:

1. Provision of flight crew (pilot, co-pilot, and/or attendant(s)) and flight management services (including flight planning and coordination with FAA Flight Service Station and air traffic control).

2. Aircraft maintenance, servicing, and hangaring but only with respect to aircraft for which said Company is providing the services listed in subsection 6.02(b)(1).

3. Sale of new aircraft pursuant to a manufacturer authorized agreement or used aircraft.

4. Servicing of aircraft sold by said Company in accordance with subsection 6.02(b)(3).

c. An Aircraft Ownership Management Company may contract with a Fixed Base Operator authorized by PDA to operate at the Airport to perform any of the services listed in subsections 6.02 (a)(2) through (8), (b)(2) or (b)(3) and, with respect to snow removal activity, with a snow removal contractor authorized by PDA.
6.03 Minimum Standards for Aircraft Fractional Ownership Management Company

Authorized Services

a. General

The conduct by an Aircraft Fractional Ownership Management Company of any services authorized in Section 6.02 shall be in accordance with Subpart K, any other pertinent requirements of law, and standards or directives of the PDA relating to safety, environmental or Airport operating requirements.

For services provided under Section 6.02(a) the additional requirements set forth in subsections (b) through (i) of this Section 6.03 must be met to the extent not covered by or inconsistent with Subpart K. For services provided under 6.02(b) the additional requirements set forth in subsections (g) and (h) of this Section 6.03 must be met.

b. Fueling

1. Fueling trucks used to dispense fuel must be metered and filter-equipped and meet all applicable safety requirements.

2. Reports reflecting all fuel dispensed into aircraft must be maintained on file at the Airport for a minimum of 12 months and such reports shall be available for audit at any time by the Authority.

c. Aircraft Deicing

1. Application of heated propylene glycol or any other appropriate substance to aircraft for deicing purposes must be accomplished through appropriate equipment and at areas approved by PDA.

2. Complete forms provided by PDA documenting the type and amount of deicing fluid used and location of each deicing event must be submitted to the PDA Engineering Department within twenty-four (24) hours of completion of the deicing event.

d. Ground Handling

1. Aircraft tie-down must be effected through appropriate ropes, chains or other types of restraint devices, or by wheel chocks.
2. Equipment capable of towing aircraft into and out of the hangar must be utilized.

e. Customer Service

1. Facilities, equipment and staff must be provided to ensure that all required security and safety standards are met.

2. Management or Operations Standards or Specifications must be developed and implemented that provide for: flight planning with direct communication to the FAA Flight Service Station, local air traffic control, and national weather service briefers, and adequate supplies of VFR and IFR navigational charts or electronics flight books or other similar electronic chart system.

f. Snow Removal

1. Adequate equipment to remove snow from the apron under control of said Company shall be utilized and all snow removal activity shall be coordinated and not conflict with PDA Airport snow removal operations.

g. Provision of Flight Crew and Flight Management Services

1. All such services shall be available to persons or entities with whom the Company has contracted under Section 6.02(b) and must be performed by personnel having appropriate licenses and/or certificates and in accordance with applicable federal aviation law requirements and must be supported with the facilities and equipment listed in subsections 2-5, below.

2. Conveniently located, heated, and air conditioned lounge area for crews.

3. Restroom facilities for passengers and crews.

4. Courtesy transportation for passengers and crews to general aviation facilities, the air carrier terminal, and downtown locations.

5. A fully equipped flight planning facility with direct communications to the FAA Flight Service Station, local air traffic control, and National Weather Service briefers; adequate supplies of VFR and IFR navigational charts; and other necessary flight planning equipment.

h. Aircraft Maintenance and Aircraft Servicing

1. Maintenance and servicing activity authorized under Section 6.03(b)(2) and (4) shall be limited to aircraft for which said Company is providing aeronautical services as specified in Section 6.03(b) and shall include: general repair and overhaul of avionics systems,
changing engine oil, recharging oxygen systems, replacing engine starters, recharging batteries, servicing braking systems, repairing and/or inflating tires, cleaning windows and interiors, servicing lavatories and disposal of aircraft waste (domestic and international).

2. All such services shall be conducted by qualified, licensed personnel and with proper equipment in compliance with all applicable requirements of law and with PDA Airport operating and environmental directives.

6.04 Minimum Land and Facility Requirements

a. Lease a minimum ground area determined by the PDA.

b. One aircraft hangar with not less than 12,000 square feet of aircraft storage space.

c. An office/terminal facility of not less than 2,000 square feet adequate to accommodate an office, pilot lounge, passenger lounge, telephone, and restroom facilities. This facility may be attached to/be part of the aircraft hangar.

d. Management of paved apron area of sufficient size to accommodate the Company’s operations for aircraft parking and tie downs with access to the aircraft hangar. Management responsibilities include installation and maintenance of tie down equipment, sweeping/FOD control, and snow removal.

e. If the Company elects to provide fuel and is authorized by PDA to construct such a facility on its leased premises, permanent fuel storage tanks for jet fuel. The fuel storage tanks shall be of a capacity permitted by agreement with PDA and comply with all applicable federal, state, local, and FDA rules and regulations pertaining to installation, maintenance, operation, fuel handling safety, and environmental protection.

f. Paved off-street parking outside the airport restricted area, but within the leased premises, for the minimum number of paved parking spaces approved by the PDA.

The facility requirements may be met by leasing existing facilities or by new construction in accordance with a lease/operating agreement with PDA. Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities. All improvements shall be constructed or leased in areas designated for aviation use in the currently approved Airport Master Plan and shall be in conformance with local laws, ordinances, and regulations and such future property development and design standards as may be adopted by the PDA.

6.05 Minimum Management and Staffing Requirements

a. The activities of every Aircraft Fractional Ownership Management Company on the Airport shall be supervised by an on-site manager who shall at all times be responsible for
conducting, in a first-class manner, the services required and permitted herein and in said
Company's lease/operating agreement with PDA.

b. An adequate number of properly trained, qualified and, where applicable, licensed staff
shall be on duty during specified hours of operation, or on call during other times, to provide the
level of service specified herein.

c. All employees shall wear uniforms and protective clothing and equipment as appropriate
or necessary.

6.06 Insurance

An Aircraft Fractional Ownership Management Company shall carry insurance in
conformance with the PDA's risk management requirements.

6.07 State Registration

An Aircraft Fractional Ownership Management Company shall maintain a current
registration with the New Hampshire Department of Transportation, Division of Aeronautics, as
required.

6.08 Aircraft Hangar Space Subletting Services

Aircraft Fractional Ownership Companies which have been authorized to conduct
business at the Airport under the provisions of Article 6 of these Minimum Standards may offer
aircraft hangar space subletting services in accordance with Sections 3.02a(i) and 3.03a2 of
Article 3.
FOR DISCUSSION PURPOSES ONLY
MOTION

Director Fournier:

In accordance with the recommendation of the Pease Development Authority ("PDA") Airport Committee, the PDA Board of Directors finds that the Fixed Based Operator ("FBO") application of Pease Aviation Partners, LLC d/b/a Million Air Portsmouth ("PAP"), dated January 7, 2021 (the "Application"), to become a FBO at Portsmouth International Airport at Pease pursuant to the Minimum Standards for Commercial and Noncommercial General Aviation Operators dated August 16, 2007 ("Minimum Standards"), satisfies said Minimum Standards and:

1. Approves the Application;
2. Authorizes PAP to become a FBO at Portsmouth International Airport at Pease ("PSM") in accordance with and subject to the Minimum Standards; provided, however, that the commencement of FBO operations by PAP at PSM shall be subject to and contingent upon:
   a. Site plan, subdivision, and any other requisite approvals and permits for use of a temporary facility and construction of PAP's proposed facility at 53 Exeter Street, consistent with project phasing;
   b. Execution of a lease agreement for the property at 53 Exeter Street, subject to separate PDA Board approval, on terms and conditions substantially similar to those set forth in the Letter of Intent dated January 7, 2021,
attached hereto, including such other terms as the Executive Director shall deem necessary and appropriate; and

c. Verification by the Executive Director that all provisions of the Application and requirements of the Minimum Standards to act as an FBO remain satisfied in full force and effect at such time as PAP shall commence providing FBO service;

all in accordance with the memorandum of Paul E. Brean, Executive Director, dated January 14, 2021.

NOTE: Roll Call vote required.
The following is a summary of the available documentation on Port City Air’s (PCA) six (6) year evolution from a limited service provider aircraft maintenance shop, to be the airfield’s second full service Fixed Base Operator (FBO). The three (3) year period from Application (submitted and approved in 2000) through actual fuel sales (commencing in March 2003) reflects the time it took PCA to get to the point it had the ability to meet the requirements of the Minimum Standards on the airfield.

At the outset, as those around Pease at the time will recall, PCA’s entry as a second FBO was contested by Pan Am, owner of Pan Am Services, the then-existing FBO at Pease. At no point in time, however, was PCA’s FBO application consideration, or land review process, delayed as a result.

Approval of an FBO application simply confirms that if followed, the applicant’s plan as set forth in their application would meet the requirements laid out in the Minimum Standards. In order to actually operate as an FBO, the applicant must have the required equipment and necessary facilities in place. In short, to operate as an FBO the applicant must actually implement its application on the ground and meet the Minimum Standards.

1. **May 15, 1998** - Memo to Port City Aircraft Repair (PCAR) from Mark Rowell, Airport Manager, in response to a request from PCAR to become a full service FBO. In it, Mr. Rowell laid out the requirements and processes for PCAR to Operate as a full service FBO.

   A) The memo spells out conditions for allowing PCAR to operate out of temporary hangar and office facilities until such time as their proposed permanent facility is constructed.
B) The letter clarifies that due to the fact that PCAR has a 5,000 square foot hangar space requirement to operate as a Limited Service Provider, aircraft repair station, that hangar space could not be used to also meet the space requirements of an FBO, if PCAR were to continue to operate as an aircraft repair station.

1. **Note:** PCA compares its situation to PAP’s lease with Ocean Properties in its current letter to the PDA concerning the application of PAP. This is a different situation because according to the draft lease Ocean Properties is leasing its entire facility to PAP. Also, Ocean Properties is not operating as a Limited Service Provider on the Airport and, therefore, has no space requirements under the Airport Minimum Standards to maintain.

C) The letter states that permanent facility construction must be underway before PCAR could operate an FBO out of the approved temporary facilities.

1. **Note:** PCAR did not contest this with the PDA or the FAA.

D) The same equipment and space requirements from the Airport Minimum Standards were required to be in place before PCAR could begin operation as an FBO.

E) *We have thus far found no further correspondence from PCAR or PDA on the proposed FBO until CY 2000.*

2. **February, 2000** – Earliest site plans on record for new PCA FBO buildings, Roaring Brook Consultants, Inc. (copy not included in attachments).

3. **June 22, 2000** – PDA Board of Directors (BOD) meeting minutes - Motion to authorize the Executive Director to complete negotiations with PCAR to become a Full Service FBO, in accordance with the Airport Minimum Standards...and to execute a sublease for the same, subject to Airport Committee review.

A) Minutes state that in the presentation stage Mark Rowell, Airport Manager, clarified the following:

1. PCAR will construct a new hangar for a permanent location.
2. PCAR will conduct FBO operations out of an interim facility until permanent location is complete.
3. "**FAA does not allow exclusive use and therefore as many FBO’s may operate as the airport can support.**" – **Note:** PCAR was applying to be the Second FBO at PSM. Pan Am Services (PAS) was established as the Full Service FBO on the field and held the Military Fuel Contract, which, upon information and belief, PCAR was hoping to acquire. PAS was not in support of a second FBO. The Board questioned the "need" for second FBO.
4. **Motion was passed by unanimous vote.**
5. Attached to the motion was the DRAFT letter of intent dated June 19, 2000, from George Meyer, which is referenced in the current PCA letter to the PDA regarding PAP’s application (a signed version of the LOI dated June 21, 2000, with a minor amendment to “Building Area Rent” is also included).
   i. Letter allows for PCAR to operate as a FBO from interim premises.
   ii. Hi-Tech Aircraft must agree to relinquish its space in Hangar 213 to allow PCAR the required hangar space to meet Minimum Standards. Note: Upon information and belief, High Tech management was operated by essentially the same people that PAP is negotiating with for its temporary space.
   iii. Rental of existing buildings, Hangar 110 and 213 to meet Minimum Standards for temporary operations.
   iv. Removal of shelters – Identified by PCA in its current letter to PDA regarding PAP’s application. As the DRAFT memo indicates, hangar removal was called out as a site development issue that had to be addressed in order to develop the proposed site as the shelters were in the way of the proposed new construction. The memo states these items are to be addressed by PCAR and PDA. In the copy of the current letter submitted by PCA it notes PDA to pay for 50% of removal. Staff believes the PDA did participate in the cost of the shelter removal.
   v. Letter notes that “notwithstanding the requirements of the Minimum Standards,” PCA agreed to construction of a new facility.


5. July 28, 2000 – Area of Special Notice, Letter from Gerald H. Dexter, P.E. Director of Engineering (PDA), to Dave Belyea PE, Air Force Base Convergence Agency (AFBCA), advising them of proposed new construction and site plan for new FBO and requesting concurrence. PDA received concurrence from AFBCA via Memorandum dated August 17, 2000, that the plans had been reviewed and that proposed construction would not impact the Air Force environmental restoration project.

6. August 3, 2000 - Airport Committee meeting was held at 8:35 a.m., directly prior to a Board meeting in order to review PCAR’s two-page application to become a FBO. The meeting adjourned at 8:55 a.m. following a vote to approve the application.
   A) Mark Rowell, Airport Manager, stated that PDA had received an application from PCAR to expand from a specialty operator to a full service FBO.
   B) PCAR intended to commence FBO operations using a temporary facility until permanent facility was constructed.
   C) PCAR was not required to have deice equipment (per Minimum Standards) until 11/1/2000.
D) PCAR to substitute a self-fuel station for one of the two AVGAS trucks required by the Airport Minimum Standards - Pending environmental review.

E) **Motion to approve application – Unanimously Approved.**

1. The Pease Development Authority Airport Committee recommends that the Board of Directors approve the application for a Fixed Base Operator by Port City Aircraft Repair, Inc. on terms and conditions substantially similar to those set forth in the Application for Establishing Commercial or Non-Commercial General Aviation Activity presented August 3, 2000. Recommending that the Board of Directors approve the application for Fixed Base Operator by Port City Aircraft Repair Inc., for establishing Commercial or Non-Commercial General Aviation Activity.

7. **August 3, 2000** - PDA Board of Directors meeting was held directly after the Airport Committee Meeting commencing at 8:58 a.m. PDA Board of Directors meeting minutes. Motion - Pease Development Authority approves application for a FBO by PCAR. Resolved by unanimous vote, Motion carries.

A) **Motion** - At the recommendation of the Pease Development Authority Airport Committee, The Board of Directors hereby approves the application for a Fixed Base Operator by Port City Aircraft Repair, Inc. on terms and conditions substantially similar to those set forth in the application for Establishing Commercial or Non-Commercial General Aviation Activity presented August 3, 2000. (Note: PCAR’s application was approved by the Board, while authorization to act as an FBO on the airfield came later once facilities and equipment were in place. This is consistent with the draft PAP motion pending before the Board from the January, 2021 meeting — approve the FBO application, while operation as an FBO is conditioned upon occurrence of certain events.)

B) **Motion** had PCAR’s two page Application form, “Application for Establishing Commercial or Non-Commercial General Aviation Activity,” attached. Highlights of PCAR’s Application:

1. Requested/Proposed Commencement Date and Term – as outlined in LOI.
3. Company’s financial responsibility and ability to carry out proposed activity: “Principal owner is wealthy and will provide such guarantees as are necessary to complete financing...”
4. Insurance – Type: Subject to standards established in lease. Amounts: Blank.

8. **February 28, 2001** - Star Building order for PCA Hangar at a cost of $278,486.95.

9. **March 13, 2001** - Site Review (Subdivision) Application, from Port City Aircraft Repair Inc. C&L Construction Co “Construct new Hangar, maintenance and terminal facility being a steel building with associated site and utility improvements and interior fit-up.”
10. **June 6, 2001** — Letter from George R. Meyer, Executive Director, to David Fink, President Pan American Airways Corp. Re: Pan Am Services (PAS) — Shelter Hangars. This was the 30 day notice that PDA was terminating PAS’s sublease of the shelter hangars 1, 2, 3, 4, and 5. Shelters needed to be demolished to make room for PCAR’s new construction.

11. **June 7, 2001** — PCAR was issued a Right of Entry to the 104 Grafton Drive parcel (the location of the new facility).

12. **June 14, 2001** — Technical Review Committee (TRC) meeting — Some community opposition (noise, hours of operation, odors, trucks turning Grafton to Sherburne); notes from G. Dexter: site plan confusing and difficult to review, there seems to be some doubt of the steel “order” for that building.

13. **July 3, 2001** — Letter from George Meyer Executive Director — Amend and extend Right of Entry for the abatement (asbestos) and removal of Shelter Hangars 1, 2 and 5.


15. **July 13, 2001** — Email — Asbestos abatement and removal plan awaiting NH DES approval.


17. **July 27, 2001** — Letter from Department of Environmental Services, — “No work on the tank installation shall take place until the plan is approved and the new system shall not be used before operational approval is obtained.” DES, presents 7 site plan revisions that need to be made before the plans will be approved.

18. **July 31, 2001** — Second TRC meeting — Committee resolved unanimously to recommend approval of the PCAR site plan, with stipulations noted:

   1) The hangar and fuel farm areas are to be connected to the City of Portsmouth’s master box for fire alarm system emergency response purposes.
   2) Consideration be given to widening the site access drive to 24 feet.
   3) Review the truck turning template/radius...
   4) Provide signage for truck access.
   5) Review proposed monitoring well locations.
   6) Monitor site drainage to ensure no negative impacts result to adjacent properties.

19. **August 3, 2001** — Extension and Amendment of June 7, 2001 Right of Entry
20. **August 8, 2001** — Letter from Shaines & McEachern, attorneys representing Port City, to Mark Gardner, Staff Attorney at the PDA. Letter states PCAR will only accomplish work covered under the July 11, 2001 ROE Letter of Credit until the Letter of Credit is amended to cover the August 3, 2001 modification.


23. **August 29, 2001** - Cover letter from Mark Gardner, Staff Attorney, for Site Review Agreement, requesting fully executed original and bond or Letter of Credit.

24. **August 31, 2001** — Letter from C&L Construction Company Inc. — PCAR “has completely demolished Alert Hangar #5 and the concrete apron around the hangar has been restored per item #1 of the “ROE.”

25. **September 4, 2001** — Amendment and Extension of June 7, 2001 Right of Entry


27. **September 11, 2001** — Letter from Mark Gardner, Staff Attorney, to Paul McEachern, Esq. — regarding Letter of Credit/Site Review Agreement.

   1) PDA has permitted Port City to commence demolition and renovation work on a limited basis which work has been secured a $300,000.00 Letter of Credit.
   2) PDA requested additional $200,000.00 in security to back up performance under Site Review Agreement.
   3) PCAR requested that the $300,000.00 Letter of Credit be shifted over to cover this (additional) work.
   4) Maria Stowell of PDA determined that Letter of Credit is not sufficient to cover the value of remaining work and the work contemplated under the Site Review Agreement. Letter of Credit is $100,000.00 short.
   5) Unless additional security is posted the site work may not commence, however once the second shelter is taken down there may be sufficient equity in the Letter of Credit to shift over the site work.
   6) “As an aside, this piecemeal approach to securing the work as it progresses is not typically how PDA proceeds with such projects. Rather PDA requests the placement of performance and payment bonds or Letter of Credit to cover in full all work contemplated…”
   7) “To avoid further delays I recommend that your client fully bond this project or increase the Letter of Credit to cover all aspects of the project.”

28. **September 12, 2001** - Fully executed original of Site Review Agreement.
29. **September 12, 2001** – Amendment and Extension of June 7, 2001 Right of Entry


31. **December 21, 2001** - Letter from Gerald Dexter, P.E. Director of Engineering - Port City Aircraft Repair was contemplating several major changes to the proposed FBO Plans. Mr. Dexter advised the changes will require revising several documents to include:

   i. Lease
   ii. Site Plan
   iii. Subdivision Plan

   Mr. Dexter advised that to meet their proposed March, 2002 construction start they would need to consider trying to meet the following schedule:

   1) January 24, 2002 – Lease Amendment Approval
   2) February 4, 2002 – Plans & Applications to PDA Engineering (Site Plan and Subdivision)
   3) February 19, 2002 – Technical Review Committee Public Hearing
   4) March 7, 2002 – PDA Board Public Hearing

32. **January, 2002** - Port City Aircraft Repair proposed lease changes:

   A) A temporary modular structure not fully compliant with PDA Minimum Standards' space requirements will be accepted as meeting the intent of the Standards as an interim terminal during the period of Phase 1 Construction so long as terminal operational requirements of the Minimum Standards (Article 2.d) are complied with.

   B) The sublessee is granted an option on a leased ramp area (phase 3) consisting of approximately 1.62 acres contiguous with and directly north of the Phase Two parcel of the demised premises, and an operating ramp area of approximately 2.09 acres, north of and contiguous with the demised Phase 1&2 ramp area, as shown on Exhibit A. ...


33. **March 7, 2002** - PDA Board of Directors Meeting minutes excerpt.

   A) **Motion** - In accordance with the request of Port City Aircraft Repair, Inc. for the property located at '04 Grafton Drive and the provisions of Part 407.01 of the PDA Land Use Controls, the Board of Directors hereby approves an extension of Port City's site plan approval for a period of six (6) months. – **Resolved Unanimous roll call vote**
1. Discussion – Mr. Meyer indicated this approval for major modification to the Fixed Base Operator site plan; more property; bigger building.

34. **March 26, 2002** - Third TRC for revised site plan – approve the subdivision plan as presented Disposition: Resolved by unanimous vote; motion carried.

35. **April 11, 2002** - BOD Planning Board approval of PCAR application for lot line adjustment and revised site plan.

36. **July 26, 2002** - Letter from Mark Rowell, Airport Manager – Confirms PCAR currently meets the minimum land and facilities requirements to operate as a full-service fixed base operator on an interim basis until construction of the permanent facilities is completed.


38. **August 29, 2002** – Department of Environmental Services letter, received revised plans for above ground storage tanks. Plans do not provide sufficient detail to demonstrate compliance. No work on the tank installations shall take place until the plan is approved and new systems shall not be used before operational approval is obtained.

39. **September 4, 2002** - Email exchange, from August 14 – September 4, regarding request from PCA to use trailers for office instead of Building 110, - was approved, and reference to waiting on a building permit and DES approval of PCAR’s fuel farm.


41. **October 3, 2002** - Building Permit Application, to construct a new aircraft maintenance hangar with attached shop, office and 2 story terminal building and nearby fuel farm.

42. **November 15, 2002** - FAA 7460 OE/AAA Determination of no hazard for the construction of the new hangar building.

43. **January 21, 2003** - Letter from PCA requesting that the requirement for a “Follow Me Truck” be eliminated from the Airport Minimum Standards for FBOs. More recent arguments have implied Airport Minimum Standards are not stringent enough, but here a requirement of the Minimum Standards was asked to be waived.

44. **January 22, 2003** - DES letter revised AST plans approved.


A) Of note is the acknowledgement by Mr. Jesurum of the concessions PDA had agreed for PCA to occupy temporary facilities to meet the hangar and office space requirements outlined in the Minimum Standards, including the use of Shelter Hangar space in place of hangar space.
46. **February 28, 2003** - Memo from Mark Rowell, Airport Manager

A) PCAR requests to sell fuel “as soon as the fuel farm is operational.” Fuel Farm expected to be operational by mid-March, FBO Hangar and Offices in June.

B) PCAR will only pay rent on 17,500 sq. ft. of Hangar 213 as “Interim Premises” and meet office space requirements by occupying Building 207.

47. **February 28, 2003** - Memo from Mark Rowell to BOD requesting that the requirement for a Follow Me truck be suspended per request of PCA.

A) **Motion** - In accordance with the recommendation set forth in the memorandum from Mark K. Rowell to George R. Meyer dated February 28, 2002 (2003), attached hereto, the PDA Board of Directors hereby temporarily suspends the requirement for FBO’s at Pease International Airport to use a “follow me” vehicle as set forth in PDA’s Minimum Standards for Commercial and Noncommercial General Aviation Operators. Said suspension shall remain in effect until such time as PDA reviews and amends the Minimum Standards for Commercial and Non-Commercial General Aviation Operators as a whole.

48. **March 6, 2003** - Board of Directors meeting minutes. **Motion** (above) tabled indefinitely.

A) **Note:** Current version of Minimum Standards still requires a radio equipped Follow Me Vehicle. Given conflicts between PCAR and PAS at the time, the Airport had to put a “FBOs” sign on Shelter 8 so that people flying in could get directions to the two FBOs.


50. **March 28, 2003** - Letter from Kim William Hopper, Airport Operations Manager, to Port City confirming that Port City Aircraft may commence aircraft fueling operations, effective March 28, 2003. **Note:** Once fuel farm was completed and operational (and other requirements of the Minimum Standards were in place), authorization to sell fuel and operate as an FBO was provided, while PCAR operated out of a temporary facility.


52. **2003** - Board of Directors meeting minutes excerpt. PDA Board of Directors approves the request of Port City Aircraft Repair Inc. to enter into a sublease agreement with Port City Air, Inc. and further approves of Port City Air, Inc.’s request to operate as a Fixed Based Operator at Pease International Airport, said approval being expressly subject to the review and approval by PDA of the proposed sublease and any ancillary agreements between Port City Aircraft Repair, Inc. and Port City Air Inc. in connection with FBO Operations. **Resolved by unanimous vote.**
June 27, 2003 - Conditional Certificate of Occupancy offices only, not hangar.

A) Outstanding items for hangar occupancy are: fire alarm and foam system, retest of main sprinkler valve tamper switches, completion of class 1 division 1 electrical systems, and completion of temp emergency gen installation.

Attachments

P:\BOARDMTG\2021\3-11-2021 Work Session Materials\Memo from Pomeroy to BOD re PCA History Notes.docx
Memo

To: Richard Collier, Port City Aircraft Repair, Inc.

From: Mark Rowell

Subject: Full Service FBO

Date: May 15, 1998

CC: George Meyer, George Bald, Jerry Dexter, Lynn Hummel

I have attached a list of conditions Port City Aircraft Repair, Inc. needs to meet prior to becoming a Full Service FBO and an outline of the process you need to follow. These documents are not intended to replace anything in the PDA Minimum Standards for Commercial and Noncommercial General Aviation Operators dated November 13, 1997.

I have also attached a diagram of the southern end of the General Aviation Area with the site you might want to focus on highlighted. Please keep in mind our interest in developing the 20± acre lot to the south of the apron. We would be happy to review any preliminary layout you might have before you invest a lot of time in it only to find it is unworkable/ unacceptable.
CONDITIONS

Conditions Port City Aircraft Repair, Inc. needs to meet prior to becoming a full service FBO, i.e. before Port City may sell fuel:

A minimum of 12,000 s.f. of suitable temporary hangar space and 2,000 s.f. of suitable/properly equipped temporary office/terminal space (ADA compliant) leased at $3.25 per s.f. Note: Bldg 110/307 is less than 2,000 s.f. (1,300 s.f. =) so some office facilities would need to be located elsewhere, perhaps in Hangar 213. Also, 5,500 s.f. of Hangar 213 is required to meet the minimum standards for Port City's limited service specialty operation and should not be applied to the 12,000 s.f. of hangar required of a full service FBO.

A minimum of 30 temporary vehicle parking spaces.

Removal of the three southernmost shade shelters.

Installation of tie-downs on the aircraft parking apron.

Construction of the permanent hangar and or office/terminal facility must be underway to include an approved site plan, a building permit, a signed lease with the PDA, a signed contract with the contractor, and a construction bond/site review agreement.

All required insurance must be in place.

All required equipment in place to include:

2 - jet fuel trucks (1 5,000 gal min)
2 - 100LL trucks (1 500 gal min)
1 - deicing vehicle
1 - follow me vehicle
1 - tow vehicle and tow bars (75,000 lbs capacity)

Energizers
Starters
Ground power units
Fire extinguishers
Aircraft recovery equipment (for aircraft up to 12,500 lbs)
Snow removal equipment/contract
Equipment to inflate tires, service potable water, service lavatories, dispose of domestic and international waste, cleaning aircraft windows and interiors

Necessary staff to meet minimum standards and required hours of operation must be hired, trained (to include FAR Part 139 fueling training), and available.
PROCESS

1. Develop a draft layout/site plan of the permanent facility to include:
   - Hangar location and size
   - Office/terminal location and size
   - Aircraft parking apron location (150,000 s.f. minimum)
   - Vehicle parking lot location and size (30 vehicles minimum)
   - Access road location
   - Security fence location

2. Submit the draft layout/site plan along with a time line and business plan to the PDA for staff review.

3. Develop the final layout/site plan, time line and business plan based on PDA staff comments and recommendations.

4. Present the layout/site plan, time line and business plan to the Airport Committee of the PDA Board.

5. Negotiate an LOI with the PDA. The LOI will address the requirements listed under CONDITIONS as well as the proposed layout and lease outline for permanent facilities.

6. Present the LOI to the Marketing Committee of the PDA Board.

7. Present the LOI to the PDA Board.

8. Submit the site plan to the Base Conversion Agency for 60 day review process for areas construction in Areas of Special Notice.

9. Schedule a public hearing with the Pease Technical Review Committee and then the PDA Board of Directors to approve the site plan.

10. Satisfy CONDITIONS from page 1.
### Diagram

- **EXISTING GATE POST**
- **PROPOSED 2" PRESSURE SEWER**
- **8" SEWER**
- **PAVE THIS AREA**

### Table

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Description</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>7/14/00</td>
<td>LEASE LINE, BUILDINGS, RAMP AREA</td>
<td>CEW</td>
</tr>
<tr>
<td>3</td>
<td>6/20/00</td>
<td>LEASE LINE, BUILDINGS</td>
<td>CEW</td>
</tr>
<tr>
<td>2</td>
<td>6/13/00</td>
<td>MOVE BOUNDARY, SNOW STORAGE, PLANTS</td>
<td>CEW</td>
</tr>
<tr>
<td>1</td>
<td>6/16/00</td>
<td>MOVE BUILDING &amp; ROAD</td>
<td>CEW</td>
</tr>
</tbody>
</table>

### Project Information

- **SITE PLAN**
  - **PORTSMOUTH CAMPUS**
  - **PORT CITY AIRCRAFT REPAIR, INC.**
  - **FLIGHT LINE ROAD**
  - **PEASE INTERNATIONAL TRADEPORT**
  - **ROCKINGHAM COUNTY**
  - **PORTSMOUTH, NEW HAMPSHIRE**

### Project Details

- **Project No.:** 1978
- **Scale:** 1" = 40'
- **Drawn By:** WUG
- **Date:** 2/21/00
- **Checked By:**
- **Date:**

### Contact Information

- **ROARING BROOK CONSULTANTS**
  - CIVIL, STRUCTURAL & CONSTR. ENGINEERING
  - 15 SEWALL ROAD
  - SOUTH BERWICK, MAINE 03908
  - PHONE (207) 384-2843
  - FAX (207) 384-6383
  - WEB SITE http://www.roaringbrook.com
  - SHEET NO. 1978-2
II. Acceptance of Minutes: May 18, 2000

Mr. Preston moved the motion: and Mr. Nickless seconded to accept the Minutes of May 18, 2000. Resolved by unanimous vote; motion carried.

III. Old Business

A. Status Report Extension of Fuel Flowage Fees

Mr. Rowell gave a status report after one year of 1.5 cents per gallon; 97% increase in fuel sales; large portion 70% is due to Pan Am selling. Overall revenue 20%; recommendation to maintain present price per gallon.

B. Status Report Barnport LLC

Mr. Meyer indicated that Barnport LLC asked to postpone reporting plans for the restaurant till the August meeting.

C. Approval Pioneer New Hampshire LLC

Mr. Nickless indicated for the record he would be recusing himself from any discussion or vote.

Mr. Mullen outlined for the Board that due to structural difficulties Pioneer is requesting a change to the proposed clock tower, that it be eliminated to the new design rendition before the Board. Discussion relative to the comparison between the artist drawing and the actual photos. Mr. Dexter clarified the perspective of the photos as compared to the rendition. Mr. Kageleiry further clarified the decisions to construct the building as it looks today. Chairman Bartlett concerned that the structure today does not look like what the Board originally approved; questioned if staff was advised of these changes; Mr. Kageleiry was unaware of being held to the artist rendition. Ms. Hinchee clarified that the plans go through City approval, concern that as landlords the Board approved the conceptual plan, which includes aesthetics of the building, that concept plan is an exhibit to the Sublease. Discussion as to where the changes could have been caught, Mr. Dexter indicated Engineering does get building permit application to ensure all the pieces are complete before it goes to the City, the Building Inspector looks at the plans relative to their issues. Ms. Hinchee indicated that it is the responsibility of the client to advise the staff of changes.

Mr. Preston moved the motion: and Mr. Allard seconded to table the motion. Resolved by unanimous vote; motion carried. Mr. Nickless recused himself from voting.

Mr. Loughlin commented that this building looks wonderful, done a great job and this one component needs to be worked out with the staff.
IV. Leases
    B. Approvals
       1. Corporation for Laser Optic Research
           Mr. Preston moved the motion: and Mr. Loughlin seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations with the Corporation for Laser Optics Research and to execute an Amendment No. 1 to the Sublease to permit a change in the termination date of the Sublease for Building 206 from April 30, 2000 to December 31, 2000. Disposition: Resolved by unanimous vote; motion carried.

       2. Aries Pease One LLC
           Mr. Allard moved the motion: and Mr. Preston seconded that the Board of Directors authorize the Executive Director to complete negotiations with Aries Pease One, LLC and to execute an Amendment No. 1 to its Sublease with Pease Development Authority to permit the use of 100 Arbor commodum Drive for professional offices, the provisions of financial services and to permit travel agency services to be provided as an accessory use in connection with a Sublease between Aries Pease One, LLC and American Express Financial Service Advisors, Inc. This authorization is expressly contingent upon Aries Pease One, LLC securing a variance the PDA Land Use Controls to permit professional office use in the Industrial Zone at Pease International Tradeport. Disposition: Resolved by unanimous vote; motion carried.

       3. Magna Corporation
           Chairman Bartlett indicated for the record Mr. Nickless would not be participating in discussion or vote on this item.
           Richard Millett provided a presentation on the second parcel of the 35 acre Magna development; a 20 acre lot due to extensive wetlands on site for a 100,000 square foot building and adequate parking for the building. Provided landscaping, utility and parking plans. David Udelsaam provided a description of the building architecture was provided to the Board. Chairman Bartlett clarified that the building will in fact look like the drawing.

           Mr. Loughlin moved the motion: and Mr. Preston seconded that whereas the Pease Development Authority Board and Magna Corp. entered into a Letter of Intent dated January 19, 1999 for development of the ten acre premises located at 325 Corporate Drive and the adjacent Option Area, as approved by the Board of Directors on January 28, 1999; whereas, the Pease Development Authority and Magna Corp. have not yet executed a Sublease Agreement; whereas, Magna Corp. has proposed a subdivision plan, site plan and conceptual building plan for the lot called 273 Corporate Drive; now, therefore, the Pease Development Authority Board of Directors acting solely in its capacity as landlord, approves the subdivision plan, site plan and conceptual plan as presented June 22, 2000, subject to the "longitudinal" addition on the landscaping and that the plans will be approved by Director Loughlin and Jerry Dexter. Discussion: Mr. Loughlin commended Magna for working with the staff on the plan. Chairman Bartlett thanked Mr. Loughlin for his efforts. Disposition: Resolved by unanimous vote; motion carried. Mr. Nickless recused himself from voting.

       4. Port City Aircraft Repair
           Mr. Nickless moved the motion: and Mr. Preston seconded that the Board of Directors authorize the Executive Director to complete negotiations with Port City Aircraft Repair, Inc. to become a full service Fixed Base Operator in accordance with the Minimum Standards for Commercial and Non-Commercial General Aviation Operators dated November 13, 1997 and to execute a Sublease on terms and conditions substantially similar to those set forth in the draft Letter of Intent dated June 19, 2000, and such other terms and conditions as the Executive Director shall deem necessary and appropriate to the establishment of this Fixed Base Operator; provided, however, that this authorization shall be further subject to the determination by PDA Airport Committee that all minimum standards have been met by Port City Aircraft Repair, Inc. prior to commencement of any such activity.
Mr. Rowell provided an explanation of the operations of Port City presently and their new operations to sell fuel as an FBO and expand their hanger space and office space. They will construct a new building and conduct operations in an interim facility. Mr. Rowell outlined the interim and future terms of the lease rates. Discussion relative to no impact on apron area or taxiway. FAA does not allow exclusive use and therefore as many FBO’s may operate as the airport can sustain.

Richard Collier provided a history of their operations at Pease and have seen an increase in business at Pease, plans to have passenger terminal and crew lounge for general aviation in addition to their maintenance operations. Brief discussion relative to Grafton Drive and future development.

Disposition: Resolved by unanimous vote; motion carried.

V. Contracts/Agreements

A. Reports

1. 773 Bobcat Skid-Steer Loader

Mr. Meyer indicated PDA received a large bulldozer (unused military equipment); no longer had use, traded it for a bobcat w/attachments and company trading bobcat is listed with the State as a non-bid provider to state agencies. Value of equipment is $28,000, Bobcat gave the best offer.

2. Energy USA, Inc.

Mr. Meyer indicated this was an extension of the contract to provide propane for the trolley service and other PDA equipment.

B. Approvals

1. FAA Project No. 3-33-0016-12

Mr. Nickless moved the motion: and Mr. Allard seconded that the Board of Directors authorize the Executive Director to complete negotiations with the Federal Aviation Administration (“FAA”) and to execute an Amendment No. 1 to the Grant Agreement for FAA Project No. 3-33-0016-12 at Pease International Tradeport to increase the maximum obligation of the United States as it appears in Condition No.1 of the Grant Agreement from $2,008,218.00 to $2,245,884.65, which represents an increase of $237,666.65.

Disposition: Resolved by unanimous vote; motion carried.

VI. Signs

A. Occupational Health Services

Mr. Preston moved the motion: and Mr. Allard seconded that the Pease Development Authority Board of Directors hereby approves the sign for Occupational Health Services located at 26 Manchester Square, as proposed in the memorandum of Gerald H. Dexter, Director of Engineering, dated June 16, 2000.

Disposition: Resolved by unanimous vote; motion carried.

VII. Executive Director Report/Approvals

A. Report

1. Coastline Aviation

Mr. Meyer indicated Coastline has requested to extend their license to December 2000.

2. Singularity Electronic Systems, Inc;

Mr. Meyer informed the Board that under the terms of their Sublease they have requested an extension for one year to June 14, 2001.
MOTION

Director Nickless:

The Board of Directors authorize the Executive Director to complete negotiations with Port City Aircraft Repair, Inc. to become a full service Fixed Base Operator in accordance with the Minimum Standards for Commercial and Non-Commercial General Aviation Operators dated November 13, 1997 and to execute a Sublease on terms and conditions substantially similar to those set forth in the draft Letter of Intent dated June 19, 2000, and such other terms and conditions as the Executive Director shall deem necessary and appropriate to the establishment of this Fixed Base Operator; provided, however, that this authorization shall be further subject to the determination by PDA Airport Committee that all minimum standards have been met by Port City Aircraft Repair, Inc. prior to commencement of any such activity.
Dear Mr. Collier:

On behalf of the Pease Development Authority ("PDA"), we are pleased to submit the following outline of terms and conditions of a proposed agreement with Port City Aircraft Repair, Inc. ("Port City") for aviation development at Pease International Tradeport ("Pease"). It is the intent of Port City and PDA that this proposed agreement shall, upon execution, be forwarded to the PDA Board of Directors for approval at its meeting on June 22, 2000. Please note that following approval by the PDA Board of Directors, the application to become a full service Fixed Base Operator will require approval of the PDA Airport Committee.

When approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Memorandum of Understanding ("MOU") between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith an appropriate Lease and/or Sublease (the "Agreement" and/or "Sublease") based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

The central business terms of our understanding and upon which I am prepared to make a presentation to the PDA Marketing Committee are as follows:

**Landlord:** Pease Development Authority

**Tenant:** Port City Aircraft Repair, Inc. d/b/a/ Port City

**Subleased Premises:** For and in consideration of the rents and covenants to be paid and performed by Port City and subject to the terms and conditions set forth herein, PDA agrees to lease and/or sublease to Port City and Port City agrees to lease and/or sublease from PDA the land area described below, which land area is located in the Airport Zone and is shown on the plan (designated as "Second FBO") attached hereto as Attachment No. 1:

A certain parcel of land located on the General Aviation Apron ("Subleased Premises" or "Premises"). The Subleased Premises are estimated to contain [* J-1-/- square feet excluding any required access road.

Port City at its option and sole expense may conduct a field survey to measure precisely the area square footage of the Subleased Premises. The square footage for the Subleased Premises shall be adjusted to reflect accurate certified survey.
Richard B. Collier, President
Port City Aircraft Repair, Inc.
June 19, 2000
Page 2

Right to Use

Apron Area:
Port City shall have the right in connection with its lease/sublease to certain apron space consisting of 150,000 +/- square feet, which space shall not be part of the Subleased Premises or Interim Premises.

Interim Premises:
Until such time as Port City has completed construction and is in receipt of Certificate of Occupancy of the Facility, as defined below, PDA agrees to lease and/or sublease to Port City and Port City agrees to lease and/or sublease from PDA the land and buildings described below, which land and buildings are located in the Airport Industrial Zone, as more particularly shown on the plan attached as Attachment No. 2:

Building 110 consisting of 1,300 +/- square feet and Hangar 213 (also known as 44 Durham Street) consisting of 28,400 +/- square feet.

As a condition precedent to its execution of a lease and/or sublease for occupancy of the entirety of Hangar 213, Port City shall provide PDA with a letter from High-Tech Aircraft Corporation ("High-Tech") confirming High-Tech's consent to relinquish its License with PDA and to enter into a sublease agreement with Port City for the portion of Hangar 213 it presently occupies. Port City agrees to enter into a sublease agreement with High-Tech should High-Tech elect to continue occupying a portion of Hangar 213.

Port City at its option and sole expense may conduct a field survey to measure precisely the building area square footage of the Interim Premises measured from the outside edge of the outside walls. The square footage for the Interim Premises shall be adjusted to reflect accurate certified survey results, provided, however, that any such adjustment shall be effective only as of the first day of the next month following submission of the certified field survey to PDA and that Port City shall not be entitled to any retroactive benefits, including rent adjustments. Following receipt of the certified survey results, the Parties shall execute an acknowledgment reflecting the revised area square footage. Failure to execute such an acknowledgment shall not effect either the validity of the Sublease or the effective date of any adjustment to the Annual Ground Rent.

Sublease Term and Term Commencement:
The Agreement shall be effective upon execution and shall continue for a base
term of twenty (20) years (the “Base Term”) commencing on the earlier to occur of the following events: (i) occupancy of all or any portion of the Subleased Premises or Interim Premises, or (ii) October 1, 2000 (the “Term Commencement Date”), with three (3) successive ten (10) year options to extend the Base Term. In no event shall the Base Term and all option periods extend beyond fifty (50) years from the Term Commencement Date.

Port City’s right to exercise its options to extend the Base Term of its Sublease shall be contingent upon the completion of all phases of its planned improvements to the Subleased Premises which improvements are more particularly described hereafter. Further, the Sublease Agreement shall provide that in the event Port City does not construct the Expanded Facility within a mutually agreed period of time, the PDA may require that a portion of the Subleased Premises reserved for construction of the Expanded Facility be removed from the Sublease Agreement returned to the PDA for future development.

Site Plan and Design Permitting: Notwithstanding the requirements on the Minimum Standards, Port City has agreed that it will undertake and continue with due diligence and at its sole expense construction of [*] +/- square feet of new hangar facilities, with related paving, utilities, landscaping, drainage and associated site improvements (the “Facility”) for establishment, operation and maintenance of a fixed base aircraft operation, to include the provision of basic aeronautical services to aircraft and related ground service equipment that may be based on and/or transit the Airport.

Port City has indicated its present intent to undertake at its sole expense the construction of an additional hangar consisting of [*] +/- square feet with related paving, utilities, landscaping, drainage and associated site improvements (the “Expanded Facility”) in connection with the establishment, operation and maintenance of a fixed base aircraft operation, which shall include the provision of basic aeronautical services to aircraft and related ground service equipment that may be based on and/or transit the Airport.

Port City acknowledges that PDA’s willingness to enter into a Sublease is contingent upon Port City establishing a time line for the construction of the Facility which is acceptable to PDA.

1. Port City shall be solely responsible for the development of plans and specifications for any proposed renovations at the Premises and for making any required submission and obtaining any necessary approval, including subdivision approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without
obligation on the part of PDA to incur any expenses) to assist Port City in such process.

2. The following is a partial list of issues identified and required to be addressed by Port City and PDA during the negotiation of the Agreement in connection with Port City's proposed development of the Subleased Premises:

A) Conformance with ALP;
B) PDA Reservations of Access to Apron/Taxiways;
C) Adequacy of Parking;
D) Siting for Noise Mitigation;
E) Siting for Air Traffic Control Tower Line of Sight;
F) Subdivision and Site Plan Approval;
G) Construction of Access from Grafton Drive;
J) Area of Special Notice Approval;
K) Deicing Restriction;
L) Construction Access;
M) Permanent Road Access;
N) Location of Fuel Farm/Right of PDA to Relocate Fuel Farm at no additional cost to Port City;
O) Removal for the Facility of Shelter #’s 1, 2, and 5;
P) Removal for the Expanded Facility of Shelter #’s 3 and 4, subject to a ground rent credit following receipt of a certificate of occupancy for the Expanded Facility not to exceed $30,000 per shelter; and
Q) Installation of utilities, as required.

Building Area Rent: The Building Area Rent due for the Interim Premises, Building 110 and Hangar 213, during the Base Term of the Agreement will be $3.25 per square foot. The Building Area Rent due for Hangar 214 during the Base Term of the Agreement will be $2.00 per square foot. Building area rent for the Interim Premises will commence on the Term Commencement Date.

Annual Ground Rent: The annual ground rent ("Ground Rent") per acre for the Subleased Premises during the Base Term of the Agreement will be as follows:

<table>
<thead>
<tr>
<th>Years</th>
<th>Rent Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 5</td>
<td>an annual amount equal to $.30 per square foot</td>
</tr>
<tr>
<td>[commencing on Certificate of Occupancy]</td>
<td></td>
</tr>
<tr>
<td>6 - 10</td>
<td>an annual payment equal to $35 per square foot</td>
</tr>
<tr>
<td>11 - 15</td>
<td></td>
</tr>
</tbody>
</table>
each five year period thereafter, including any applicable option period

an annual payment equal to the per square foot rate for the previous five year period plus CPI adjustment

The Ground Rent will be based upon the total area of the Subleased Premises, estimated [4]+/- square feet, and is subject to adjustment upon final determination of the exact acreage of the Subleased Premises.

### Escalation Adjustment:

**CPI Adjustment:** As of each adjustment date, the Building Area Ground Rent shall be adjusted to reflect the change in the Consumer Price Index for All Urban Consumers applicable to the Boston area (base year 1982-1984=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

On the first day following the expiration of the fifth year of the Base Term of the Agreement and on the first day of each fifth year thereafter (the "Adjustment Date(s)") Building Area Ground Rent subject to escalation adjustment shall be adjusted as follows:

For the first adjustment, the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the Base Term ("Beginning Index"). If the Index most recently published prior to the first Adjustment Date ("Extension Index") has increased over the Beginning Index, the rental rates for Building Area Ground Rent for the one year period commencing as of such Adjustment Date shall be equal to the result obtained by multiplying the rental rate in effect on the Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

### Condition of Subleased Premises:

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

### Taxes/Fees/Services:

In accordance with the provisions of the Municipal Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1,
1998, Port City shall pay to PDA a municipal services fee to include the cost of providing police, fire and public works services.

Utilities:

PDA will bring utility lines at reasonable capacities to the points existing as of the Term Commencement Date or such other points as may be designated by PDA. Port City will be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such points to the Subleased Premises.

Net Lease:

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

Use:

Full Service Fixed Base Operator and maintenance facility (consistent with the present use by Port City of a portion of Hangar 213)

Sublease and Assignment:

Port City may, subject to Condition 20 of the lease between the PDA and the Air Force ("Master Lease"), without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Interim and/or Subleased Premises with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with Port City). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation. All other assignments shall be subject to approval of PDA.

PDA shall not unreasonably withhold its consent to any sublease or assignment if: (1) the use of the Interim and/or Subleased Premises associated with any sublease(s) or assignment(s) is permitted under the Agreement, (2) the sublease(s) are consistent with the terms and conditions of the Agreement; provided, however, that Port City may rent the subleased area at rentals deemed appropriate by Port City, (3) Port City remains primarily liable to PDA to pay rent and to perform all other obligations to be performed by Port City under the Agreement, and (4) the proposed sublessee is financially and operationally responsible. In the event the Building Area /Ground Rent for the Interim and/or Subleased Premises exceeds the rental charged to Port City under the Agreement, Port City shall remit fifty percent (50%) of such excess to PDA upon receipt by Port City; provided, however, that any rental received by Port City during a period in which no rental is due to PDA shall be paid in its entirety to PDA.

Environmental Protection:

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

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

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

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

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

Minimum Standards: Port City and its sublessees’ use of the Subleased Premises shall be subject to compliance with Minimum Standards as the same are from time to time promulgated by PDA. Notwithstanding any provision of the Agreement to the contrary, Port City may not commence operations as a fixed base operator in the Interim Premises until such time as the following conditions have been met:
1. All requirements of the Minimum Standards, including submission of a time line for satisfying same;
2. Commencement of Construction of the Facility, which shall be deemed to include the provision of evidence by Port City that it has placed a non-refundable order for the steel required to complete construction of the Facility, or the posting of a guarantee to ensure the Commencement of Construction of the Facility in such form as is acceptable to and has received the prior approval of the PDA Board of Directors;
3. The incorporation of the recommendations, if any, of the Airport Committee.

Restrictions on Aircraft Operations: Port City is aware of PDA’s efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. Port City has agreed to comply with all such future rules and regulations, and will agree and obtain the agreement of its successors in interest, in accordance with the provisions of 14 CFR Part 161, to voluntary operating restrictions which are reasonably consistent with the aircraft operation restriction provisions incorporated herein as Attachment No. 3.

Neither this letter, nor the MOU constitutes a reservation of the Premises, an option to lease and/or sublease the Premises, or an offer to lease and/or sublease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease and/or Sublease Agreement is executed by the Parties.

I believe this proposal addresses the terms as discussed to date. It is my hope that you will be in a position to advise us of your commitment to Pease by executing this original and the enclosed copy in the space provided and returning the original to my attention. If you have any questions, please give me a call.

Sincerely,

George R. Meyer
Executive Director

GRM/mhg
cc. David R. Mullen
    Lynn Marie Hinchee
    Gerald H. Dexter
    Mark Rowell

P:PortCity/L0dfinal
Richard B. Collier, President
Port City Aircraft Repair, Inc.
June 19, 2000
Page 9

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

Port City Aircraft Repair, Inc.

Date

By:

Its duly authorized:
ATTACHMENT NO. 2
ATTACHMENT NO. 3
ARTICLE I. Definitions:

"Abutter" shall have the same meaning as the term "Abutter" as defined by Part 302 of the PDA Zoning Regulation, as the same may be amended from time to time.

"Aeronautical and other related uses, activities and operations" means any use or activity which involves, makes possible, supports, enhances or is required for the operation of aircraft or aircraft-related transportation, or which contributes to or is required for the safety of such operations. For example, "aeronautical activities" include but are not limited to the following: Air taxi and charter operations; scheduled or nonscheduled air carrier services; pilot training; aircraft rental and sightseeing; aerial photography; crop dusting; aerial advertising and surveying; aircraft sales and service; aircraft storage; sale of aviation petroleum products; repair and maintenance of aircraft; sale of aircraft parts; parachute activities; ultralight activities; and aircraft manufacturing. Other related activities include but are not limited to the following: ground transportation facilities and services (taxis, car rentals, limousines); in-flight food catering; auto parking facilities, aircraft repair or maintenance support facilities or activities; airport terminal support facilities and activities; ticketing; travel assistance services; aircraft or airport terminal-related storage.

"Air carrier" means an entity conducting Operations in turbojet or other aircraft pursuant to a certificate to conduct air transportation services in accordance with 49 USC Sections 1371, 1372, 1375, 1387 and/or 1388, or any other applicable provision of law by which such entity is allowed to conduct commercial air transportation services for passengers, cargo or mail.

"Air charter" means an aircraft hired, let or freighted pursuant to a contract or other agreement whereby an aircraft is let for the conveyance of persons or goods on a determined flight.

"Aircraft Operation" means an aircraft landing or takeoff.

"Airport" means the Airport Zone of the Pease International Tradeport, as said Zone is defined in the PDA Zoning Regulation.

"Air taxi" means the use of aircraft in the call and demand transportation of persons and property for compensation to or
from points chosen or designated by the passenger and not operated on a fixed schedule between fixed termini.

"Commercial Operation" means a landing or takeoff at Pease conducted in connection with the enplaning and/or deplaning of passengers and/or cargo for hire.

"Operator" means the entity holding the operating certificate issued under the applicable federal aviation regulation authorizing the conduct of a pertinent aircraft operation at Pease.

"PDA" means the Pease Development Authority.

"Pease-based Tenant" means an entity operating aircraft at Pease pursuant to a lease, sublease, license, operating agreement or other agreement with PDA or pursuant to an agreement authorized by PDA.

"Stage 1 aircraft" means an aircraft that meets the noise levels prescribed in 14 CFR Part 36, Appendix C, Section 36.5(a)(1) or, in the case of foreign manufactured aircraft operated by a foreign flag air carrier, in Chapter 1 of Annex 16 to Article 37 of the International Civil Aviation Organization ("ICAO") Convention.

"Stage 2 aircraft" means an aircraft that meets the noise levels prescribed in 14 CFR Part 36, Appendix C, Section 36.5(a)(2) or, in the case of foreign manufactured aircraft operated by a foreign flag air carrier, in Chapter 2 of Annex 16 to the ICAO Convention.

"Stage 3 aircraft" means an aircraft that meets the noise levels prescribed in 14 CFR Part 36, Appendix C, Section 36.5(a)(3) or, in the case of foreign manufactured aircraft operated by a foreign carrier, the noise levels prescribed in Chapter 2 of Annex 16 to the ICAO Convention.

ARTICLE II. Restrictions on Certain Aircraft Operations and Activities

H. Except when (i) emergency situations or safety considerations require otherwise or (ii) such operations or activities are permitted through the grant of an Exemption under Article III or a Special Exception under Article VI, the following restrictions shall apply to the following aircraft operations or activities within the Airport:
(1) Aircraft Ground Engine Run-ups

(a) Maintenance Run-ups

1. Aircraft ground engine run-ups above idle power conducted as part of maintenance operations shall be conducted only in designated noise mitigation areas at the airport and in accordance with procedures for use of such areas as established by the PDA as airport operator.

(b) Pre-Flight Run-ups

1. Aircraft ground engine run-ups above idle power conducted as part of pre-flight procedures shall be conducted only in designated noise mitigation areas at the airport and in accordance with procedures for use of such areas as established by the PDA as airport operator.

2. Before 7:00 A.M. and after 9:00 P.M., aircraft ground engine run-ups above idle power conducted as part of pre-flight procedures shall be conducted no earlier than 15 minutes prior to scheduled takeoff.

(2) Pilot Training Activities

(a) Aircraft Operations in connection with pilot training exercises (for example, touch-and-go exercises, practice instrument approaches, practice circling-to-land approaches, and other in-flight training activities involving repeated takeoffs and landings) are prohibited before 7:00 A.M. and after 9:00 P.M. Mondays through Saturdays, and before Noon and after 9:00 P.M. on Sundays and legal holidays except as extended in Subsection (b) of this Section A(2).

(b) During the months of July and August, Aircraft Operations in connection with practice instrument approaches are permitted between the additional hour of 9:00 P.M. to 10:00 P.M.

(3) Aircraft Operations

(a) Stage 1 Turbojet Aircraft. Takeoffs and landings conducted in Stage 1 turbojet aircraft are prohibited.

(b) Stage 2 Turbojet Aircraft. Takeoffs and landings conducted in Stage 2 turbojet aircraft are prohibited between the hours of 11:00 P.M. to 6:00 A.M.

After December 31, 1999, the landing or takeoff of
a turbojet aircraft with a certificated landing weight of 75,000 pounds or greater shall not be permitted unless such aircraft complies with the Stage 3 noise levels as determined by the Secretary of the U.S. Department of Transportation or Administrator of the Federal Aviation Administration.

(c) Commercial Operation—Fleet Mix Requirements

1. Each Operator conducting sixteen (16) or more Commercial Operations in turbojet aircraft during any calendar month is subject to the following restriction:

   of the total number of Commercial Operations conducted at Pease during said month, the percentage that is conducted in Stage 2 aircraft shall not exceed the percentage of Stage 2 aircraft within the Operator's comparable and available fleet.

2. Each Operator subject to the restriction in Section A(3)(c)1 shall, within twenty-one (21) days following the end of the applicable reporting month, file with the Executive Director a report specifying the following information for said month:

   a. the date, time of day, aircraft type and aircraft certification status under 14 CFR Part 36 (i.e., Stage 2 or Stage 3) for each turbojet aircraft used by the Operator to conduct a Commercial Operation at the Airport;

   b. the total number of turbojet Commercial Operations conducted by the Operator at the Airport;

   c. the total number of Commercial Operations conducted by the Operator at the Airport in Stage 2 turbojet aircraft;

   d. the percentage of Stage 2 turbojet aircraft within the Operator's comparable and available turbojet fleet; and

   e. a separate listing (by type) of the Operator's Stage 3 comparable and available turbojet aircraft.

3. In the event an Operator conducts any Commercial Operations in Stage 2 turbojet aircraft that result in a greater percentage of Stage 2
turbojet operations than that allowed under Section A(3)(c)1 above, the operator shall file with the Executive Director a report specifying the means by which it will achieve compliance with the requirements of this subsection within the next three-month period and maintain compliance for subsequent periods. This compliance report shall be filed no later than ten (10) days following the filing of the reports filed pursuant to Section A(3)(c)2 above. Each Operator filing such report shall, at the request of the Executive Director, confer with the Executive Director to review the compliance plan set out in the Operator's compliance report.

4. For purposes of this subsection, the term, "comparable and available" turbojet aircraft shall mean turbojet aircraft of a type, size, weight or passenger capacity and/or cargo capacity comparable to the aircraft used in a particular Commercial Operation at the Airport and for which utilization at the Airport is feasible, taking into account the operator's system-wide aircraft routing structures.

(4) Nonconforming Aircraft Activities

(a) Notwithstanding any other provision of this Article II, a regularly occurring or scheduled aircraft activity in existence as of January 1, 1994 as listed on Exhibit 1 attached to this Regulation shall be permitted to continue for so long as: (i) the activity is not conducted in a Stage 1 aircraft; (ii) the time in which such activity is conducted is not adjusted by more than 15 minutes from the time of the activity as listed on Exhibit 1 of this Regulation; (iii) the activity is not suspended for a period of 180 days or longer; or (iv) Stage 2 turbojet aircraft with a certificated landing weight of 75,000 pounds or greater are not used in such activity after December 31, 1999.

(b) All other nonconforming aircraft operations (other than landings or takeoffs exempted pursuant to Article III) shall be allowed only by Special Exception as provided under Article VI.

ARTICLE III. Exemptions.

A. Individual landings and/or takeoffs in turbojet aircraft which may otherwise be subject to restriction during the period of 11:00 P.M. to 6:00 A.M. may be exempted by determination of the PDA Executive Director if the Operator
establishes to the satisfaction of the PDA Executive Director through the filing of a report supplied on a form or forms approved by the PDA Board that:

(1) the scheduled landing or takeoff was delayed solely as the result of air traffic control directives for weather or other safety-related reasons;

(2) the landing or takeoff originally scheduled to be conducted in Stage 3 aircraft was required to be conducted in substitute Stage 2 aircraft which substitution was necessitated by unanticipated mechanical or operational considerations beyond the control of the Operator and that no Stage 3 aircraft was available for such substitution;

(3) the landing or takeoff was required for a medical emergency;

(4) in the case of an aircraft involved in a Pease-based maintenance operation, the landing or takeoff could not reasonably be scheduled outside of the restricted periods;

(5) in the case of Operations conducted by a Pease-based Tenant other than Operations conducted by an air carrier in the commercial transportation of passengers and/or cargo, the landing or takeoff could not reasonably be scheduled outside of the restricted periods; or

(6) the landing or takeoff was required due to an air traffic control mandated diversion or pilot-determined emergency.

B. Submission of Exemption Report. The Operator shall submit the required report within twenty-one (21) days of the occurrence of any one of the above events. On a monthly basis, the PDA Executive Director shall provide a report on all exemptions to the Board and to the designated representative from each of the Specially Impacted Municipalities as defined in Exhibit 2 of this Regulation.

C. Limit on Exemptions. For exemptions (4) and (5) under Section A, requests for an exemption shall, whenever possible, be made by the Operator and, provided that qualifying criteria are met, shall be approved by the Executive Director in advance of the specific operation for which an exemption is sought. The Executive Director may grant not more than twenty-one (21) exemptions pursuant to Section A(4) and Section A(5) above in any one calendar quarter for Operations conducted by any one aircraft Operator. Nothing herein shall preclude any air carrier or other aircraft operator from applying for a Special Exception with respect to any landing or takeoff operation(s).
ARTICLE IV. Turbojet Operations for Fueling Purposes.

A. Landings in turbojet aircraft with a certificated landing weight of 75,000 pounds or greater conducted for the primary purpose of receiving fuel shall not be permitted between the hours of 11:00 P.M. and 6:00 A.M., except under the following circumstances:

(1) the landing is permitted under Article III (Exemptions) or Article VI (Special Exceptions); or

(2) the landing is conducted with aircraft owned or operated by a Pease-based Tenant (other than an air carrier) or is operated in connection with maintenance services provided by a Pease-based aircraft maintenance provider; or

(3) the landing is conducted in aircraft owned or operated by an air carrier and for the purpose of enplaning or deplaning passengers and/or cargo and is not otherwise prohibited under these regulations; or

(4) the aircraft is diverted to the Airport due to inflight circumstances that result in a need for fueling.

ARTICLE V. Restrictions on Total Nighttime Operations.

A. Unless exempted pursuant to the provisions of Article III, no Operator shall conduct during any single 11:00 P.M. to 6:00 A.M. period more than three (3) Commercial Operations in turbojet aircraft with certificated landing weight of 75,000 pounds or greater (not more than two (2) of which Operations may be conducted in Stage 2 aircraft). The foregoing three Commercial Operation limitation shall apply to any Special Exception granted under Article VI.

ARTICLE VI. Special Exceptions.

A. The following operations or activities may be permitted by Special Exception:

(1) Prior to January 1, 2000, Stage 2 aircraft takeoffs and landings in commercial service not meeting the fleet mix requirements of Article II, Section A(3)(c).

(2) Aircraft ground engine run-ups not meeting the requirements of Article II, Section A(1).

(3) Prior to January 1, 2000, Stage 2 aircraft takeoffs and landings between the hours of 11:00 P.M. to 6:00 A.M.

B. Criteria for Granting Special Exceptions. Operations or
activities permitted by Special Exception under Section A above shall meet the following criteria as determined by the Board.

(1) The grant of the Special Exception will benefit the public interest, taking into account economic costs and benefits and adverse environmental impacts.

(2) There are no prudent and feasible alternatives to the proposed operation or activity use that will provide comparable economic and employment benefits.

(3) It is not prudent and feasible for the operator to conduct the proposed takeoff(s) and/or landing(s) entirely in Stage 3 aircraft.

(4) It is not prudent and feasible for the Operator to conduct the proposed takeoff(s) and/or landing(s) prior to 11:00 P.M. or after 6:00 A.M.

(5) The Operator has demonstrated a sufficient commitment and ability to undertake efforts to minimize the impact of the proposed operation or activity, including the use of noise abatement flight tracks and procedures.

C. Procedural Requirements. The following shall apply to the application and granting of a Special Exception permitted under Article VI, Section A.

(1) Applications for a Special Exception shall be submitted to the PDA Executive Director and shall include the following information:

   (a) Name and address of applicant and person responsible for processing applications and to whom inquiries can be directed.

   (b) Operation or activity for which Special Exception is requested.

   (c) Sufficient information and analysis to support each criteria specified in Article VI, Section B for the granting of a Special Exception.

   (b) Names and addresses of all Abutters.

(2) Applications for a Special Exception shall be reviewed by the PDA Executive Director to the PDA and if in the proper form as required under Article VI, Section C(1) shall be referred by the PDA Executive Director to the PDA Airport Committee for consideration and recommendation to the PDA Board.

(3) The Airport Committee shall conduct a review of the
application, to include a public hearing, and make a recommendation to the Board within forty-five (45) days of referral by the PDA Executive Director.

(4) An application for a Special Exception shall be reviewed by the PDA Board at a public hearing within thirty (30) days of the Committee's recommendation.

(5) The applicant, all Abutters, and the designated representative from each of the Specially Impacted Municipalities listed in Exhibit 2 of this Regulation shall be notified by certified mail of the date, time and place at which any public hearing or any other public meeting shall be held on an application for a Special Exception.

(6) Notice shall be mailed at least twenty (20) days prior to any public hearing or meeting on said application.

(7) The affirmative vote of at least two-thirds (2/3) of the directors of the PDA Board shall be required for approval of any Special Exception.

(8) At the discretion of the PDA Board, the time period for rendering a final decision on an application for a Special Exception may be extended an additional thirty (30) days, or such additional time as may be consented to by the applicant.

ARTICLE VII. Rehearing and Appeal

Nothing in these Regulations shall be deemed to affect the right of an aggrieved party or an Abutter to rehearing and appeal pursuant to applicable provisions of New Hampshire law.
ARTICLE VIII.  Severance

The provisions of these Regulations are severable and if any such provisions shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
EXHIBIT 1

NON-CONFORMING AIRCRAFT OPERATIONS

None
EXHIBIT 2
SPECIALY IMPACTED Municipalities

Cities
Dover
Portsmouth

Towns
Durham
Greenland
Madbury
Newington
Rye
June 21, 2000

Richard B. Collier, President
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03802-3021

Dear Mr. Collier:

On behalf of the Pease Development Authority ("PDA"), we are pleased to submit the following outline of terms and conditions of a proposed agreement with Port City Aircraft Repair, Inc. ("Port City") for aviation development at Pease International Tradeport ("Pease"). It is the intent of Port City and PDA that this proposed agreement shall, upon execution, be forwarded to the PDA Board of Directors for approval at its meeting on June 22, 2000. Please note that following approval by the PDA Board of Directors, the application to become a full service Fixed Base Operator will require approval of the PDA Airport Committee.

When approved by the PDA Board of Directors, the terms set forth in this letter shall constitute a Memorandum of Understanding ("MOU") between the parties reflecting our mutual commitment in principle to conclude with due diligence and in good faith an appropriate Lease and/or Sublease (the "Agreement" and/or "Sublease") based upon these terms and such other mutually acceptable terms and conditions as are necessary and appropriate.

The central business terms of our understanding are as follows:

**Landlord:** Pease Development Authority

**Tenant:** Port City Aircraft Repair, Inc. d/b/a Port City Air

**Subleased Premises:** For and in consideration of the rents and covenants to be paid and performed by Port City and subject to the terms and conditions set forth herein, PDA agrees to lease and/or sublease to Port City and Port City agrees to lease and/or sublease from PDA the land area described below, which land area is located in the Airport Industrial Zone and is shown on the plan (designated as "Second FBO") attached hereto as Attachment No. 1:

A certain parcel of land located on the General Aviation Apron ("Subleased Premises" or "Premises"). The Subleased Premises are estimated to contain [**]+/- square feet excluding any required access road.

Port City at its option and sole expense may conduct a field survey to measure precisely the area square footage of the Subleased Premises. The square footage for the Subleased Premises shall be adjusted to reflect accurate certified survey results, provided, however, that any such adjustment shall be effective only as of the first day of the next month following submission of the certified field survey.
t to PDA and that Port City shall not be entitled to any retroactive benefits, including rent adjustments. Following receipt of the certified survey results, the Parties shall execute an acknowledgment reflecting the revised area square footage. Failure to execute such an acknowledgment shall not effect either the validity of the Sublease or the effective date of any adjustment to the Annual Ground Rent.

**Right to Use Apron Area:**

Port City shall have the right in connection with its lease/sublease to certain apron space consisting of 150,000 +/- square feet, which space shall not be part of the Subleased Premises or Interim Premises.

**Interim Premises:**

Until such time as Port City has completed construction and is in receipt of Certificate of Occupancy of the Facility, as defined below, PDA agrees to lease and/or sublease to Port City and Port City agrees to lease and/or sublease from PDA the land and buildings described below, which land and buildings are located in the Airport Industrial Zone, as more particularly shown on the plan attached as Attachment No. 2:

Building 110 consisting of 1,300 +/- square feet and Hangar 213 (also known as 44 Durham Street) consisting of 28,400 +/- square feet.

As a condition precedent to its execution of a lease and/or sublease for occupancy of the entirety of Hangar 213, Port City shall provide PDA with a letter from High-Tech Aircraft Corporation ("High-Tech") confirming High-Tech’s consent to relinquish its License with PDA and to enter into a sublease agreement with Port City for the portion of Hangar 213 it presently occupies. Port City agrees to enter into a sublease agreement with High-Tech should High-Tech elect to continue occupying a portion of Hangar 213.

Port City at its option and sole expense may conduct a field survey to measure precisely the building area square footage of the Interim Premises measured from the outside edge of the outside walls. The square footage for the Interim Premises shall be adjusted to reflect accurate certified survey results, provided, however, that any such adjustment shall be effective only as of the first day of the next month following submission of the certified field survey to PDA and that Port City shall not be entitled to any retroactive benefits, including rent adjustments. Following receipt of the certified survey results, the Parties shall execute an acknowledgment reflecting the revised building area square footage. Failure to execute such an acknowledgment shall not effect either the validity of the Sublease or the effective date of any adjustment to the Building Area Rent.

**Sublease Term and Commencement:**

The Agreement shall be effective upon execution and shall continue for a base term of twenty (20) years (the "Base Term") commencing on the earlier to occur of the following events: (i) occupancy of all or any portion of the Subleased Premises or Interim Premises, or (ii) October 1, 2000 (the "Term Commencement Date"), with three (3) successive ten (10) year options to extend
Site Plan and Design Permitting:

Notwithstanding the requirements on the Minimum Standards, Port City has agreed that it will undertake and continue with due diligence and at its sole expense construction of [*] +/- square feet of new hangar facilities, with related paving, utilities, landscaping, drainage and associated site improvements (the "Facility") for establishment, operation and maintenance of a fixed base aircraft operation, to include the provision of basic aeronautical services to aircraft and related ground service equipment that may be based on and/or transit the Airport.

Port City has indicated its present intent to undertake at its sole expense the construction of an additional hangar consisting of [*] +/- square feet with related paving, utilities, landscaping, drainage and associated site improvements (the "Expanded Facility") in connection with the establishment, operation and maintenance of a fixed base aircraft operation, which shall include the provision of basic aeronautical services to aircraft and related ground service equipment that may be based on and/or transit the Airport.

Port City acknowledges that PDA’s willingness to enter into a Sublease is contingent upon Port City establishing a time line for the construction of the Facility which is acceptable to PDA.

1. Port City shall be solely responsible for the development of plans and specifications for any proposed renovations at the Premises and for making any required submission and obtaining any necessary approval, including subdivision approval, in accordance with the provisions of the PDA Land Use Controls. PDA agrees to use its best efforts (without obligation on the part of PDA to incur any expenses) to assist Port City in such process.

2. The following is a partial list of issues identified and required to be addressed by Port City and PDA during the negotiation of the
Agreement in connection with Port City's proposed development of the Subleased Premises:

A) Conformance with ALP;
B) PDA Reservations of Access to Apron/Taxiways;
C) Adequacy of Parking;
D) Siting for Noise Mitigation;
E) Siting for Air Traffic Control Tower Line of Sight;
F) Subdivision and Site Plan Approval;
G) Construction of Access from Grafton Drive;
H) Area of Special Notice Approval;
I) Deicing Restriction;
J) Construction Access;
K) Permanent Road Access;
L) Location of Fuel Farm/Right of PDA to Relocate Fuel Farm at no additional cost to Port City;
M) Removal for the Facility of Shelter #1, 2, and 5;
P) Removal for the Expanded Facility of Shelter #3 and 4, subject to a ground rent credit following receipt of a certificate of occupancy for the Expanded Facility not to exceed $30,000 per shelter; and
Q) Installation of utilities, as required.

Building Area Rent: The Building Area Rent due for the Interim Premises, Building 110 and Hangar 213, during the Base Term of the Agreement will be $3.25 per square foot. Building area rent for the Interim Premises will commence on the Term Commencement Date.

Annual Ground Rent: The annual ground rent ("Ground Rent") per acre for the Subleased Premises during the Base Term of the Agreement will be as follows:

- Years 1 - 5: an annual amount equal to $.30 per square foot
  [commencing on Certificate of Occupancy]
- Years 6 - 10: an annual payment equal to $.35 per square foot
- Years 11 - 15 and each five year period thereafter, including any applicable option period: an annual payment equal to the per square foot rate for the previous five year period plus CPI adjustment

The Ground Rent will be based upon the total area of the Subleased Premises,
estimated at[\textsuperscript{1}]\(+/\)\(-\) square feet, and is subject to adjustment upon final determination of the exact acreage of the Subleased Premises.

**Escalation Adjustment:**

**CPI Adjustment:** As of each adjustment date, the Building Area/ground Rent shall be adjusted to reflect the change in the Consumer Price Index for All Urban Consumers applicable to the Boston area (base year 1982-1984=100) published by the United States Department of Labor, Bureau of Labor Statistics (the “Index”).

On the first day following the expiration of the fifth year of the Base Term of the Agreement and on the first day of each fifth year thereafter (the "Adjustment Date(s)") Building Area/ground Rent subject to escalation adjustment shall be adjusted as follows:

For the first adjustment, the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the Base Term ("Beginning Index"). If the Index most recently published prior to the first Adjustment Date ("Extension Index") has increased over the Beginning Index, the rental rates for Building Area/ground Rent for the one year period commencing as of such Adjustment Date shall be equal to the result obtained by multiplying the rental rate in effect on the Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

**Condition of Subleased Premises:**

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

**Taxes/Fees/Services:**

In accordance with the provisions of the Municipal Services Agreement by and between the PDA and the City of Portsmouth with an effective date of July 1, 1998, Port City shall pay to PDA a municipal services fee to include the cost of providing police, fire and public works services.

**Utilities:**

PDA will bring utility lines at reasonable capacities to the points existing as of the Term Commencement Date or such other points as may be designated by PDA. Port City will be responsible for installing and paying for all utilities, including electric, gas, telephone, water and sewer from such points to the Subleased Premises.
Net Lease: The Agreement shall be triple net to PDA and all costs associated with the use, occupancy, maintenance and insurance of the Premises shall be borne by Port City.

Use: Full Service Fixed Base Operator and maintenance facility (consistent with the present use by Port City of a portion of Hangar 213)

Sublease and Assignment: Port City may, subject to Condition 20 of the lease between the PDA and the Air Force ("Master Lease"), without the approval of PDA, assign its rights under the Agreement to or enter into a sublease of the Interim and/or Subleased Premises with an affiliate (i.e., any corporation that controls, is controlled by or is under common control with Port City). For purposes of the preceding sentence, the term "control" shall mean ownership or other beneficial interest in at least fifty-one percent (51%) of the voting stock or other voting interest of a corporation. All other assignments shall be subject to approval of PDA. PDA shall not unreasonably withhold its consent to any sublease or assignment if: (1) the use of the Interim and/or Subleased Premises associated with any sublease(s) or assignment(s) is permitted under the Agreement, (2) the sublease(s) are consistent with the terms and conditions of the Agreement; provided, however, that Port City may rent the subleased area at rentals deemed appropriate by Port City, (3) Port City remains primarily liable to PDA to pay rent and to perform all other obligations to be performed by Port City under the Agreement, and (4) the proposed sublessee is financially and operationally responsible. In the event the Building Area/Ground Rent for the Interim and/or Subleased Premises exceeds the rental charged to Port City under the Agreement, Port City shall remit fifty percent (50%) of such excess to PDA upon receipt by Port City; provided, however, that any rental received by Port City during a period in which no rental is due to PDA shall be paid in its entirety to PDA.

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

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

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

Brokerage:

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

Repairs and Maintenance:

Throughout the term of the Agreement, and without cost to PDA, Port City shall take good care of the Subleased Premises and related improvements, including sidewalks, curbs, apron areas designated for Port City’s exclusive use, and shall keep the same in good order and condition, and shall promptly at its own cost and expense, make all necessary repairs thereto. Port City’s obligation hereunder shall also include grounds maintenance and restoration and snow removal from the Subleased Premises, including any apron areas designated for Port City’s exclusive use.

Minimum Standards: Port City and its sublessees’ use of the Subleased Premises shall be subject to compliance with Minimum Standards as the same are from time to time promulgated by PDA. Notwithstanding any provision of the Agreement to the contrary, Port City may not commence operations as a fixed base operator in the Interim Premises until such time as the following conditions have been met:

1. All requirements of the Minimum Standards, including submission of a time line for satisfying same;
2. Commencement of Construction of the Facility, which shall be deemed to include the provision of evidence by Port City that it has placed a non-refundable order for the steel required to complete construction of the Facility, or the posting of a guarantee to ensure the Commencement of Construction of the Facility in such form as is acceptable to and has received the prior approval of the PDA Board of Directors;
3. The incorporation of the recommendations, if any, of the Airport Committee.
Restrictions on Aircraft Operations: Port City is aware of PDA’s efforts to promulgate proprietary regulations that will include certain restrictions on aircraft operations. Port City has agreed to comply with all such future rules and regulations, and will agree and obtain the agreement of its successors in interest, in accordance with the provisions of 14 CFR Part 161, to voluntary operating restrictions which are reasonably consistent with the aircraft operation restriction provisions incorporated herein as Attachment No. 3.

Neither this letter, nor the MOU constitutes a reservation of the Premises, an option to lease and/or sublease the Premises, or an offer to lease and/or sublease the Premises, and no legal obligation shall arise with respect to the Premises or lease thereof until a Lease and/or Sublease Agreement is executed by the Parties.

I believe this proposal addresses the terms as discussed to date. It is my hope that you will be in a position to advise us of your commitment to Pease by executing this original and the enclosed copy in the space provided and returning the original to my attention. If you have any questions, please give me a call.

Sincerely,

George R. Meyer
Executive Director

GRM/mhg
cc. David R. Mullen
    Lynn Marie Hinchee
    Gerald H. Dexter
    Mark Rowell
I have read the foregoing and it correctly states the terms upon which we will proceed to negotiate a mutually acceptable Lease and/or Sublease Agreement for the Premises with PDA, subject to the PDA Board of Directors, the PDA Airport Committee and any other governmental approvals that may be required.

Port City Aircraft Repair, Inc.

By:
Its duly authorized:

P:\PortCity\LOldfinal?.wpd
EXCAVATION NARRATIVE

Port City Aircraft Repair FBO
Pease International Tradeport
Portsmouth, NH

July 21, 2000
RBC #1978

The attached Sketch Plan entitled, “Excavation Sketch for Port City Aircraft Repair, Inc.,” shows the excavations currently planned on the concrete apron and adjacent bituminous apron.

The waterline trenching will be approximately 4 feet wide and 5 to 6 feet deep. The sewer trenching will be approximately 3 feet wide and 4 to 6 feet deep for the piping, and approximately 10 feet deep for the pump station. Conduit banks will be 4 to 8 feet wide and 2 to 3 feet deep.

Foundation excavations will be approximately 6 feet wide and 5 to 6 feet deep. The building floor areas will involve removal of existing concrete with the excavation of about 1’ at the high spot. Much of the area will be filled with clean gravel to create a level floor for the hangar.

The asphalt paving at the fuel farm will be removed and concrete pads placed for support of the fuel tanks and pumps.
July 28, 2000

Mr. Dave Belyea PE
AFBCA/DA
RR 1, Box 1719
Limestone, ME 04750-9743

Dear Mr. Belyea:

Port City Aircraft has proposed construction of a new FBO facility located on the GA apron. The proposed FBO will be built on the site now occupied by the Alert Area Shade Hangars at the most southern and western area of the GA apron. Please review the enclosed plans.

The Pease Development Authority has reviewed the proposed construction project and has determined the implementation of this project will not impede or impair any activities being taken under the Pease AFB Federal Facilities Agreement, reference Section 10.16 of the Long Term Lease. The Pease Development Authority is requesting concurrence on this determination.

If the above proposal is acceptable, please sign and date concurrence block below. Thank you for your assistance in this matter.

Very truly yours,

Gerald H. Dexter, P.E.
Director of Engineering

Enclosure
Attachment
MEMORANDUM

DATE: August 17, 2000
TO: Dave Belyea, PE, AFBCA/DA Loring
FROM: Peter Forbes, AFBCA/DA Loring
        Dave Hopkins, AFBCA/DA Loring
RE: Port City Aircraft FBO Project
ATCH: Excavation Narrative

I've reviewed the attached construction narrative for the proposed Port City Aircraft FBO facility at Pease AFB. The proposed project will have no impact to the Pease environmental restoration program. I recommend you provide US Air Force concurrence to the project plans.

Peter Forbes, Environmental Engineer, Date

I've reviewed the project for impacts to the Flightline Refueling System remediation program. The proposed project will have no impact on the Pease program. I recommend you provide US Air Force concurrence to the project plans.

David Hopkins, PE, Date
PEASE DEVELOPMENT AUTHORITY
Airport Committee
August 3, 2000

Minutes

PRESIDING: Robert Preston
PRESENT: Robert Allard, Arthur Nickless
ATTENDING: Mark Rowell, PDA Staff Members, Public and Press

I. Call to Order

Committee Chair Robert Preston called the meeting to order at 8:35 am, in the first floor conference room, Building 90, Pease International Tradeport.

II. Acceptance of Minutes

Mr. Preston made a motion, and Mr. Allard seconded, to approve the minutes of February 28, 2000. Disposition: Resolved by unanimous vote, motion carries.

III. Port City Aircraft Repair, Inc.

Mr. Rowell announced that the Pease Development Authority received an application from Port City Aircraft Repair, Inc. to expand from a specialty operator to a full service Fixed Base Operator (FBO). At their July 22, 2000 meeting, the PDA Board of Directors authorized the Executive Director to complete negotiations with Port City and execute a sublease pending a determination by the Airport Committee that Port City meets Minimum Standards. Port City’s intent is to commence FBO operations using temporary facilities until a permanent facility of over 20,000 square feet of hangar space and 6,000 square feet of office space is constructed. They will not be required to have aircraft de-icing equipment until 11/1/00. Port City’s request to substitute a self-fueling facility for aircraft using Low Lead (LL) fuel for one of the two AVGAS fuel trucks, required by the minimum standards, will be allowed if PDA Engineering determines the self-fueling facility meets all environmental requirements.

Mr. Nickless made a motion, and Mr. Allard seconded that the Pease Development Authority Airport Committee recommends that the Board of Directors approve the application for a Fixed Base Operator by Port City Aircraft Repair, Inc., on terms and conditions substantially similar to those set forth in the Application for Establishing Commercial or Non-Commercial General Aviation Activity presented August 3, 2000. recommending that the Board of Directors approve the Application for a Fixed Base Operator by Port City.
Airport Committee
August 3, 2000
Page 2

Aircraft Repair, Inc., for establishing Commercial or Non-Commercial General Aviation activity. Disposition: Resolved by unanimous vote, motion carries.

IV. Old Business [None]

V. New Business [None]

VI. Public Comment [None]

VII. Press Questions [None]

VIII. Adjournment

Mr. Allard made a motion to adjourn, and Mr. Nickless seconded to adjourn the meeting. Disposition: resolved by unanimous vote, motion carries. Meeting adjourned at 8:55 am.

IX. Next Meeting

The next meeting will be held at the call of the chair.

Respectively submitted
George R. Meyer, Secretary
PEASE DEVELOPMENT AUTHORITY
Thursday, August 3, 2000

MINUTES

Presiding: William S. Bartlett, Jr., Chairman
Present: Peter J. Loughlin, Vice Chairman; Robert A. Allard; Robert F. Preston; Arthur H. Neckles; Margaret F. Lamson; Eileen Foley
Attending: G. R. Meyer, PDA Staff; members of the public; members of the press.

I. Call to Order

Chairman Bartlett called the meeting to order at 8:58 a.m., in the first floor conference room, 360 Corporate Drive, Pease International Tradeport.

Chairman Bartlett recognized Jeff Howard, running for Governor, attending the PDA Board meeting.

Ms. Lamson requested her recognition of Newington’s Chairman of the Board of Selectmen, John O’Riely.

II. Acceptance of Minutes: June 22, 2000

Mr. Allard moved the motion: and Mr. Loughlin seconded to accept the Minutes of June 22, 2000. Disposition: Resolved by unanimous vote; motion carried.

III. Economic Development Director’s Report

A. Rokon International, Inc. - 254 Corporate Drive

Mr. Preston moved the motion: and Ms. Lamson seconded that the Board of Directors authorize the Executive Director to complete negotiations with Rokon International, Inc. and to execute a Sublease on terms and conditions substantially similar to those set forth in the Letter of Intent dated July 27, 2000. Discussion: Mr. Mullen indicated that with the approval of these projects today, the PDA will go over the 3,000,000 square feet milestone for leased square footage not including option areas. Mr. Mullen went on to explain the Rokon proposal to construct a 36,000 sq. ft. facility on Corporate Drive on 7 acres (just under 3 is usable). A 25 year lease with three 5 year options. Mr. Mullen introduced Tom Blais, provided history of Rokon, indicated present space on the Tradeport is too small for the next phase of development for Rokon. This building fully meets the needs of the company and the locations is very appealing. Mr. Jewett, Jewett Construction, spoke to building construction and landscaping. Discussion relative to types of vegetation being planned. Mr. Mullen pointed out that the initial layout of the building will be three separate areas, one of which will be occupied by Rokon and two will be leased out by Rokon. Mr. Blais indicated their plans are to ultimately occupy the whole building. Number of employees is planned to double from present 11 employees in a year and 1/2. Clarification by Mr. Loughlin as to this project requiring changes to the zoning ordinance, General Counsel Hinchee confirmed. Disposition: Resolved by unanimous vote; motion carried.

B. Two International Group - 1 New Hampshire Ave.

Mr. Loughlin moved the motion: and Ms. Lamson seconded that the Board of Directors authorize the Executive Director to complete negotiations with Two International Group, LLC for the property located at 1 New Hampshire Avenue, and to execute a Sublease on terms and conditions substantially similar to those set forth in the Letter of Intent dated July 27, 2000. Discussion: Mr. Mullen outlined the project as a 3 story structure of 110,250 sq. ft. with parking for 112 vehicles on 5.6 acres. A 30 year lease with (2) 10 year options. Mike Peloso provided detail regarding building, sewer, water, landscaping, etc. Discussion relative to rendering of building and the final product; parking area based on 1/200 sq. ft. and upon of 2 International determined did not need all that parking, therefore will grade and seed areas that could later be used for parking if necessary. Discussion regarding analysis and its results. Further discussion regarding traffic and car pooling; size of vehicles; General Counsel indicated a traffic study has been requested by PDA for that intersection; process for plan approval; vegetation within retention pond which will be consistently mowed; lease language regarding future parking lots; number of employees in facility estimated at 500; use of common parking lots and appeal of not having additional lots. Mr.
Loughlin pointed out to the Board that these developers (Dan Plummer/Rene Reidel) have bee the model landscaping on the Tradeport, knowing their work feels comfortable with the end result. Chairman Barth General Counsel to outline procedures once more regarding zoning; [developer] will take proposal as see space and will seek a variance for parking because they currently do not meet zoning requirements for pa on the size of the building due to their analysis; if approved will continue through process, if in future PD additional parking be built, then property changed from non-conformity to conformity and only requires a administrative site review. General Counsel clarified the present letter of intent does in fact uphold this intent. **Disposition: Resolved by unanimous vote; motion carried.**

C. Two International Group - 200 International Drive

Mr. Nickless moved the **motion**; and Mr. Loughlin seconded that the Board of Directors authorize the Executive Director to complete negotiations with Two International Group, LLC for the property located at 200 International Drive, and to execute a Sublease on terms and conditions substantially similar to those set forth in the Letter of Intent dated July 27, 2000. Discussion: Mr. Mullen indicated this project is a two lot expansion. Lot I is a Phase I 57,000 sq. ft. facility, and Phase II is a 20,000 sq. ft. addition to the building all on 10.3 acres. Lot II will be a minimum 60,000 sq. ft. facility on 10.02 acres. Mr. Mullen explained the financial terms of the two projects and the terms of the leases (30 years with (5) 5 year options). Further discussion relative to parking and access to the parking; sewer; water; storm water drainage; use of building as warehouse space w/offices (light industrial); use of facility and its compliance with new zoning regulations. **Disposition: Resolved by unanimous vote; motion carried.**

IV. Airport Committee

A. Port City Aircraft Repair, Inc

Mr. Allard moved the **motion**; and Ms. Lamson seconded that at the recommendation of the Pease Development Authority Airport Committee, the Board of Directors hereby approves the application for a Fixed Base Operator by Port City Aircraft Repair, Inc, on terms and conditions substantially similar to those set forth in the Application for Establishing Commercial or Non-Commercial General Aviation Activity presented August 3, 2000. Mr. Preston indicated the Committee has recommended the Board approve the application. **Disposition: Resolved by unanimous vote; motion carried.**

Old Business

Status Report/Approval to Complete Negotiations - Defense Fuel Support Point Pier

Ms. Lamson moved the **motion**; and Ms. Nickless seconded to authorize the Executive Director to complete the required survey and documentation necessary to transfer the Newington Defense Fuel Supply Facility (Pier) to the Pease Development Authority and to take such other action as in his opinion shall be necessary and appropriate to finalize this transfer for PDA Board Approval in or within the next sixty (60) days. Discussion: Ms. Lamson clarified where it was and requested Mr. Meyer give more detail. Mr. Meyer indicated the pier is south of Sprague Company pier; it needs work and PDA is having some work done on it to stabilize; a no cost transfer; and real asset for the state; finishing required survey and legal description in order to transfer to he PDA. Mr. Loughlin questioned whether the navigation issue has been resolved; Mr. Meyer indicated Appledore Engineering was asked to do an assessment and it was concluded that if $10,000 was spent to stabilize the pier that would solve the problem. The outflow area for new power plant being built in Newington comes into that area and we have been in negotiations with the company; they are providing the stabilizing work for PDA because of our working with them in terms of the outflow. **Disposition: Resolved by unanimous vote; motion carried.**

VI. Leases

A. Reports

1. 119 International Drive

Mr. Meyer indicated that as are the PDA requirements, subleases from the tenants have to be reported to the PDA; 119 International Drive LLC has reported subleases with various tenants (Daniel Webster, Integrity Group, ISIS 2000, LLC, Luxury Limousines Services). Subleases have been submitted and approved.
MOTION

Director Allard:

At the recommendation of the Pease Development Authority Airport Committee, the Board of Directors hereby approves the application for a Fixed Base Operator by Port City Aircraft Repair, Inc., on terms and conditions substantially similar to those set forth in the Application for Establishing Commercial or Non-Commercial General Aviation Activity presented August 3, 2000.
### Application for Establishing Commercial or Non-Commercial General Aviation Activity

<table>
<thead>
<tr>
<th>1. Name of Applicant</th>
<th>2. Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard B. Collier, Pres.</td>
<td>Port City Aircraft Repair, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Company Street Address</th>
<th>4. City, State, Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 E Durham St.</td>
<td>Portsmouth, NH 03801</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Company Phone Number</th>
<th>6. Proposed Land Use and/or Services to be Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>603-430-1111</td>
<td>Full Service FBO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Requested/Proposed Commencement Date and Term</th>
<th>8. The Facilities and/or Amount of Land to be leased</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Outlined in LOI</td>
<td>FBO Area 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Cost of Building Facilities (if applicable)</th>
<th>10. Method of Financing (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2 Million</td>
<td>Loans w/ Guarantees</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Insurance to be maintained:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
</tr>
<tr>
<td>In the Lease</td>
</tr>
<tr>
<td>Subject to Standards Established</td>
</tr>
<tr>
<td>Amount:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Number of Aircraft to be provided (if applicable)</th>
<th>13. Number of Persons to be Employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>19 to start</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. Tools, Equipment, Services &amp; Inventory to be provided:</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1000 gal AVGAS Storage, two jet-A fuel pumps, one fluid tank with 4500 gal AVGAS, a 5000 gal AVGAS refueler, an AVGAS self-service station, a 3500 lbs jack, door card, wheel chocks, two vehicle, crew/passenger lounges, flight planning facilities, aviation supplies, ground support equipment, cleaning &amp; servicing equipment, and daily</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun: 0600-2200</td>
</tr>
</tbody>
</table>

February 25, 1998
Discuss your company's financial responsibility and ability to carry out the proposed activity:

Principal owner is wealthy & will provide such guarantees as are necessary to complete financing.

<table>
<thead>
<tr>
<th>Name</th>
<th>Key Personnel</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard B. Collier</td>
<td>President</td>
<td>Gen'L Mach, Port City Aircraft Repair</td>
</tr>
<tr>
<td>Robert Jesurum</td>
<td>Treas.</td>
<td>Pilot &amp; Principal, Port City Air.</td>
</tr>
<tr>
<td>Stuart Mann</td>
<td></td>
<td>Director of Maintenance</td>
</tr>
<tr>
<td>Richard Tuskins</td>
<td></td>
<td>Avionics Inspector</td>
</tr>
<tr>
<td>Sandra Coren</td>
<td></td>
<td>Formerly Managed Sky Haven Airport</td>
</tr>
</tbody>
</table>

Additional Comments/Remarks:

Please attach any additional comments or supporting documentation you feel is appropriate.
February 28, 2001

Mr. Ronald Bye
C & L CONSTRUCTION CO., INC.
440 Portsmouth Ave
P. O. Box 130
Greenland, NH 03840

RE: PORT CITY AIRCRAFT HANGER BUILDING ORDER

Dear Ron:

On behalf of everyone at Star Building Systems I would like to thank you for your recent building order for the Port City Aircraft Hanger at Pease International Trade Port, NH.

Mary Herrren, BSR, is processing the order at our Oklahoma City office. She will contact you if she has any questions. Delivery should be approximately 20 – 22 weeks.

If you have any questions please contact Mary or myself.

Thank you again for you continued business.

Sincerely,

Jack Woeller
District Sales Manager

28 Lordvale Boulevard, North Grafton, MA 01536
Phone/FAX (508) 839-4600
COMMERCIAL BUILDING ORDER

Order: 99-B-83587  Revision: 1  3 Phases  Page 1

GENERAL INFORMATION

Builder: 52836
C&L CONSTRUCTION COMPANY INC
PO BOX 130

Builder Owner:
PORT CITY AIRCRAFT
ATTN: RICHARD COLLIER
44E DURHAM STREET

GREENLAND, NH 03840
County: ROCKINGHAM

Purchase Order #: 19149
Auth. Signature: RONALD K. BYE
Ordered by: RONALD K. BYE
Clarified by: MARY HERREN

Business Type: 4583 - AIRCRAFT MAINTENANC
Bldg. End Use: COMMERCIAL - HANGARS
Pricing Mode: QUOTE 0-2031-00
District Mgr.: JACK WOELLER
Assigned Rep: MARY HERREN

PRICING AND INVOICE INFORMATION

Mail Invoice To:
C&L CONSTRUCTION COMPANY INC
PO BOX 130

GREENLAND, NH 03840
County: ROCKINGHAM

Credit Terms: COD
Estimated Price: $278,486.95

Material Price: $278,486.95
Sales Tax: $0.00
Est. Prepaid Freight: $0.00
Seamer Freight: $0.00
Freight Equalization: $0.00
Total Invoice Amount: $278,486.95

SHIPPING INFORMATION

Contact: RONALD K. BYE
Day Phone: 603 436-7522
Night Phone: 603-332-1372
Fax #: 603 433-7375
E-mail: 
Order Status: SCHEDULED

Ship To:
C&L CONSTRUCTION COMPANY INC
FLIGHT LINE ROAD
PORTSMOUTH, NH 03802
County: ROCKINGHAM

Jobsite: 
C&L CONSTRUCTION COMPANY INC
FLIGHT LINE ROAD
PORTSMOUTH, NH 03802
County: ROCKINGHAM
Sales Order Revision

Please examine the revision made to your original Sales Order Contract reflected on the attached confirmation copy. The information on this document has been incorporated as a part of this order.

If you find any discrepancy in this information, you should notify your assigned Builder Service Representative immediately.

Sincerely,

EUGENE BELL
Director - Estimating/Customer Service
| **Pease Development Authority**  
| **Site Review Application**  
|  
| **Applicant:** Port City Aircraft Repair Inc.  
| **Address:** 44 Durham Street  
| Portsmouth, NH 03801  
| **Phone:** 603-430-1111  
| **Other interested Parties:** C & L Construction Co., Inc.  
| **Address:** PO Box 130  
| 440 Portsmouth Ave.  
| Greenland, NH 03840  
| **Phone:** 603-436-7522  
| **Site Location:** Flight Line Road  
| **Zone:** Airport  
| **Individual in Charge of Project:** Ronald K. Bye  
| **Address:** C & L Construction Co., Inc.  
| PO Box 130, Greenland, NH 03840  
| **Change of Use:** Yes [X] No [ ]  
| **Exiting Use:** General Aviation  
| **Proposed Use:** Hanger  
| **Description of Project:** Construct new hanger, maintenance and terminal facility being a steel building with associated site and utility improvements and interior fit-up  

| **For PDA Use Only**  
| **Date Submitted:** / /  
| **Application Complete:** / /  
| **Municipal Review:**  
| **Date Forwarded:** / /  
| **Fee $ Paid:** / /  
| **Check #**  
| **Notes:**  

| **Attachments (Check as Applicable)**  
| [X] 9 stamped copies of site plan  
| [ ] Original Mylar  
| [ ] Base Application Fee  
| [ ] Abutters List  
| [ ] Copy of Building permit application  
| [ ] Copies of approvals for required state/federal permits  

I hereby apply for Site Review and Acknowledge I will comply with all regulations and any conditions established by the Review Committee(s) and PDA Board in the development and construction of this project.  

**Applicants Signature:** Ronald K. Bye, Agent for Applicant  

**Date:** 3/13/01
June 6, 2001

Dear Mr. Fink:

Pursuant to Article 20.3 of the Sublease between Pease Development Authority ("PDA") and Arlington Leasing, Inc. d/b/a Pan Am Services ("Pan Am Services"), this letter will serve to provide Pan Am Services with thirty (30) days advance written notice of PDA’s intent to terminate that portion of the Sublease with respect to all but one of the remaining Shelter Hangars described in Article 1, Section 1.1 (4) of the Sublease, specifically Shelter Hangars designated as numbers 20001, 20002, 20003, 20004 and 20005.

Please be advised that demolition work in connection with the Shelter Hangars referenced above will commence without further notice upon the expiration of this thirty (30) day notice period (July 9th, 2001). Accordingly, please make appropriate arrangements to relocate any aircraft or other equipment which are stored in the Shelter Hangars.

In accordance with the development plans of the Airport, PDA also intends to demolish two additional Shelter Hangars (20006 and 20007) sometime in the future. However, PDA does not intend to commence demolition with respect to these hangars at this time. While Shelter Hangar 20006 is not referenced in Pan Am Services’ Sublease, it is our understanding that Pan Am Services is currently making use of this facility. As such, PDA will continue to permit Pan Am Services to utilize Shelter Hangar 20006, as well as Shelter Hangar 20007, pursuant to the terms and conditions of the Sublease pertaining to Shelter Hangar use.

Thank you for your anticipated cooperation with respect to this matter.

Sincerely,

George R. Meyer
Executive Director

cc: Lynn Marie Hinchee, General Counsel
    John R. Nadolny, General Counsel
    Mark K. Rowell, Airport Manager
    Paul McEachern, Esq.
June 7, 2001

Mr. Richard Collier  
Port City Aircraft Repair, Inc.  
44 Durham Street  
Portsmouth, NH 03801  

Re: Right of Entry - 104 Grafton Drive  
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:

This letter will authorize Port City Aircraft Repair, Inc. ("Port City") and/or its agents to enter upon the premises as more particularly shown on Exhibit A attached hereto and incorporated herein (the "Premises") for a period of sixty (60) days commencing on June 11, 2001 for the purpose of commencing therein, at its sole risk, an inspection of the Premises with respect to the suitability of the site for construction of a hangar facility at Pease International Tradeport. Such inspection may include a review of environmental matters, including soils testing, drilling, testpitting, borings, wetlands review, adequacy of utility services, general site conditions, and any other inspection or evaluation of the Premises you deem necessary. This Right of Entry will expire at midnight on August 10, 2001 unless otherwise extended by agreement of Port City and Pease Development Authority.

This authorization is conditioned upon the following:

1. Port City 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. Port City'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. Port City expressly waives all claims against the United States of America and the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Port City's use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Port City further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority and the United States of America, their 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 Port City's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

3. Port City and any agent or contractor of Port City providing Pease Development Authority with 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 and the United States of America as additional insureds. Port City and any agent or contractor of Port City providing Pease Development Authority 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 to the extent obtainable contain
(i) a provision that no act or omission of any employee, officer or agent of Port City, 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 sixty (60) days prior written notice by registered mail to Pease
Development Authority, and (iii) provide that the insurer shall have no right of subrogation against Pease
Development Authority and the United States of America.

4. Port City 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. Port City understands that the Premises are in an Area of Special Notice (AOSN) as that term
is defined in Condition 10.16 of the Master Lease between PDA and the U.S. Air Force. Port City
acknowledges its obligation to secure approval from the Air Force Base Conversion Agency for any
subsurface excavation, digging, drilling or other disturbance of the surface of the Premises.

6. Port City's agreement herein that this letter of authorization does not constitute a reservation
of the Premises, an option to lease the Premises or an offer to lease the Premises and no legal obligations
(other than those set forth herein) shall arise with respect to the Premises or lease thereof until a Sublease
Agreement is executed.

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

Very truly yours,

George R. Meyer
Executive Director

Agreed and accepted this 12th day of June, 2001

Port City Aircraft Repair, Inc.

By:

c: Maria Stowell, P.E.
Mark H. Gardner, Staff Attorney
EXHIBIT A
MEMO

To: Technical Review Committee Members

From: Jerry Dexter

Subject: TRC Meeting – June 14, 2001

Date: May 25, 2001

There will be a Public Meeting of the Pease Development Authority (PDA) Technical Review Committee at 2:00 p.m. on June 14, 2001 in the PDA Board Room at 360 Corporate Drive, to consider the following agenda items:

- Preliminary and Final Subdivision Plan Review for Port City Aircraft Repair’s apron lot off Flightline Road.
- Site Plan Review for Port City Aircraft’s proposed airPortsmouth campus.

Attached are copies of the plans, which have been submitted for the Committee’s technical review.

If you cannot attend the meeting, please have a representative from your department attend to ensure that we have a quorum present for the hearing.

Thank you for your assistance.
MEMORANDUM

To: PDA Board of Directors

From: Jerry Dexter, Director of Engineering

Date: August 17, 2001

Subject: Pease Technical Review Committee Meetings

The Pease Technical Review Committee (TRC) met on Thursday, June 14, 2001 and Tuesday, July 31, 2001 to consider the following two applications:

1) Port City Aircraft Repair, Inc.'s application for preliminary and final subdivision.
2) Port City Aircraft Repair, Inc.'s application for preliminary and final site plan review.

Reports of the two meetings are attached for your information.

At the June 14th meeting, the TRC resolved unanimously to recommend subdivision plan approval with one stipulation – that at least one lot corner be identified and coordinated with the state coordinate system. The site plan application was tabled for future consideration, due to significant unresolved concerns voiced by TRC members and the public in attendance.

On July 31, 2001 the TRC reconvened to reopen the public hearing regarding the site plan application. After a thorough presentation of the revised plans, and receiving public comment, the committee resolved unanimously to recommend approval of the Port City site plan, with the stipulations noted in the attached meeting minutes.
I. Call to Order:

Chairman Dexter called the meeting to order at 3:00 p.m. in the first floor conference room, Portsmouth City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire.

II. Application for Site Plan Approval

The application is submitted for site plan approval for property with access off Grafton Drive and located on the apron within the airport industrial zone for the construction of a 275 foot x 100 foot hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading and unloading facilities.

Mr. Dexter moved the motion and Mr. Holden seconded to take the application off the table and to reopen the public hearing. Disposition: Resolved by unanimous vote; motion carried.

Ron Bye, C & L Construction, presented photographs of the area as it presently exists and explained the following plans:

- Existing Conditions Plan
- Site Plan
- Sewer Plan
- Post Development Drainage Plan
- Access Road Plan – Sherburne Road Extension
- Grafton Road – Sherburne Extension Access/Driveway Intersection
- Grafton Road Intersection – sight distances
- Site Lighting Plan at Tank Farm – entries/maintenance/doors/terminal
- Temporary Construction Plan – controlled zone for construction

Roy Creeley from Lakes Region Environmental discussed the operation and safety requirements for the fuel tanks and pumping systems.
Mr. Dexter asked the panel if they had further questions; they did not, and comments were opened to the public.

Jim Jackson and Jim Labrie expressed concerns regarding water freezing adjacent to Hangar 3. Mr. Bye explained the swale and range in depth of the contours that should prevent that.

Bill St. Laurent from the Sherburne Civic Association discussed the following issues with Richard Collier of Port City Aircraft:

- terminal/maintenance offices within the hangar
- siting of the offices
- hours of operation
- fence/parking
- odors
- activity of planes
- truck turn – Grafton to Sherburne

Mr. Dexter closed the public hearing.

Dave Allen & Ron Bye discussed the tank protection system and catch basins.

Mr. Holden asked whether there would be a licensing agreement for the private sewer lines and public sewer lines. Mr. Dexter stated that there would be a licensing agreement with the PDA; the city doesn't maintain the private line but there is connection to the publicly controlled manhole in the water and sewer agreement.

Mr. Holden asked about tree cutting and keeping a vegetative buffer; Mr. Gallott of Roaring Brook Consultants showed new plantings in the existing tree area; trimming will be minimized.

Mr. Holden and Mr. Bye discussed the fuel spill control plan. Mr. Gallott explained floor drains and the oil water separator.

Mr. Holden asked for an explanation of signage for parking areas, construction entrance, and passenger areas. There was a discussion of the FBO hours for emergency plane repairs.

Mr. Dexter and Mr. Bye discussed the traffic and radius changes and the truck turning template from the access drive to Route 33; the width of the access drive is 21', and the city of Portsmouth is asking for 24. Areas for street lights are shown.
Mr. Dexter moved the motion and Mr. Allen seconded to approve the site plan with stipulations. **Disposition:** Resolved by unanimous vote.

**List of Stipulations**

1. The hangar and fuel farm areas are to be connected to the city of Portsmouth’s Master box for fire alarm system emergency response purposes.

2. Consideration be given to widening the site access drive to 24 feet.

3. **✓** Review the truck turning template/radius at the site access drive intersection with Grafton Drive with PDA Engineering and the City of Portsmouth’s Traffic Engineer, John Burke.

4. Provide signage to identify truck access routes to the facility.

5. Review proposed monitoring well locations with the city of Portsmouth.

6. Monitor site drainage to ensure no negative impacts result to adjacent properties (e.g. T-Hangar #3).

**III. Adjournment:**

Mr. Dexter moved the motion and Mr. Allen seconded to adjourn the meeting. The meeting was adjourned at 4:15 p.m.
PEASE DEVELOPMENT AUTHORITY
TECHNICAL REVIEW COMMITTEE MEETING
Thursday, June 14, 2001
Port City Air Craft

Presiding: Gerald H. Dexter, P.E.
Present: Rick Plummer, Lucy Tillman, Dave Holden, Dave Allen, Tom Cravens, Dave Desfosses, John Burke, Brad Russ

I. Call to Order:

Chairman Dexter called the meeting to order at 2:00 p.m. in the first floor conference room, 360 Corporate Drive, Pease International Tradeport.

II. Application for Subdivision

Mr. Dexter reviewed the application from Port City Aircraft Repair for the subdivision of a 2.24 acre lot with access off Grafton Drive and located on the apron within the airport industrial zone; the remaining lot would consist of approximately 2,607 acres constituting the remainder of the undivided Pease Development Authority property.

III. Application for Site Plan Approval

The second application is submitted for site plan approval for property with access off Grafton Drive and located on the apron within the airport industrial zone for the construction of a 275 foot x 100 foot hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading and unloading facilities.

Bill Gallott of Roaring Brook Consultants provided an overview of the plans. This consisted of the location and access of the proposed facility on the map, the airport industrial zone, parking area and access road. He showed Phase I buildout consisting of the hangar, maintenance, offices, and terminal and also the potential phase II buildout.

The site plan overview showed parking spaces, fuel farm, ramp area, gas tanks, and fencing. Mr. Rowell and Mr. Russ discussed police patrols for landside.

Ron Bye of C & L Construction answered questions regarding the radius of turns, stopping distance, plan for the intersection, necessity of a deceleration lane for trucks and access road.

Mr. Dexter asked for public comment. Jim Melfi, President of the Sherburne Civic Association, responded with a list of concerns that included:

1. Traffic on Grafton Road
2. Noise from the trucks & cars
3. Increase in pollution
4. Possible spillage of fuel
5. Accidents on the road
6. Tree cutting
7. Hours of operation
8. Access road
9. Noise berm
10. Terminal

Mr. Rowell discussed the size of planes, the engine maintenance facility and fueling.

Mr. Dexter closed the public hearing and proceeded with the technical areas.

Committee members were dissatisfied with the plans for the access road, sewer & runoff collection, fire hydrants, water mains, fire protection codes, asphalt paving in the fuel loading/unloading area and requested more detailed information.

Mr. Dexter noted that the subdivision plan meets all of the requirements of the PDA in terms of the dimensional requirements and also the airport industrial area.

Mr. Dexter moved the motion and Mr. Plummer seconded to approve the subdivision plan with one stipulation, to have at least one corner identified and coordinated with the state system. Disposition: Resolved by unanimous vote; motion carried.

Mr. Dexter moved the motion and Mr. Plummer seconded to table the site plan approval subject to a time to be called by the chair for this committee to meet again to review the plan. Disposition: Resolved by unanimous vote; motion carried.

The following concerns were listed and require resolution from Port City Aircraft. It was agreed the Committee and PDA staff would work with the applicant to review plans before reconvening.

- Identify the proposed noise barrier (berm) locations on the site plan
- Add plantings to fill visual gaps where trees are to be removed
- Provide traffic information to verify turning movements, intersection geometry, signs, striping, lighting, radius, truck trip generation
- Construction details and associated curb areas, oil/water separator
- Site plan showing new fencing so the police department can determine patrols

IV. Adjournment:

The meeting was adjourned at 3:45 p.m.
CONFIDENTIAL:

Lucy and I just had the opportunity to meet with Patrick Crothers, C & L Construction re: Port City Aircraft. Progress is certainly being made on this application and most issues are identified; however, the learning curve remains steep for our meeting on the 31st. Suggest that as we all meet on the new plan that any concerns/comments/suggestions should be communicated both to the applicant and to Jerry. We are so doing with this communication to Jerry (applicant has same info).

+ How should the private sewer line be identified on the plans and is some agreement outlining responsibilities appropriate? 
+ How should the plan treat the separate area of the fuel tanks from the lot with the building?
  + sublease - min standards agreement between PDA & Port City
  + What access routes will be used to transport fuel to the site? Could a route be stipulated? (i.e. from Newington or I-95)
  + preferred routes - for fire police
  + Hanger 5 demolition is to be done to permit access/egress from condo air docks. Should be a note showing this purpose and area to be kept clear be added?
+ Show areas of tree cutting, if any.
+ Type of granite curbing - sloped? - straight curb - on the street
+ Signage needed to direct vehicles to airside terminal parking area.
+ Temporary parking areas - what type of surface and distance to wells?
  + No parking on gravel/grass
+ Provide plan detailing temporary operations during construction phase - should be coordinated with PDA?
+ Identify location of all monitoring wells show existing and proposed. Would be helpful to show colored plan indicating new details since last TRC and another one showing new details based on this series of meetings.
+ Be prepared to identify all symbols used on the site plan.

While the presentation needs work, unless, someone sees a major omission - it looks to me like we are getting somewhere. If you have a major concern, please let Jerry know so that this application can continue to be processed.

Jerry - I hope this helps and thanks to all for your assistance in this one.

Dave Holden
• Remove the detention pond from the right of way at the intersection of Hampton Street and Aviation Avenue.

• Install streetlights, on existing utility poles along Aviation Avenue, at a maximum spacing of 300 feet.

• Install vertical granite curb on Aviation Avenue along the entire lot frontage.

• Add a note to the plan, and ensure the contractor understands (and takes appropriate protective measures), that the lot lies within the City of Portsmouth’s Aquifer Protection area.

• Indicate on the site plan, the location of the existing water main running from Aviation Avenue to Hangars 214 and 215.

• Ensure that existing water and sewer services are adequate to serve both the original and expanded facilities.

• All security fences must be constructed in accordance with Federal Aviation Administration (FAA) requirements.

• Review the number and location of curb cuts serving the facility with the city’s transportation/highway safety engineer, Mr. John Burke.

• Provide funds for constructing a 5-foot wide concrete sidewalk along the lot frontage at the future time when sidewalks are provided along Aviation Avenue.

The meeting was adjourned at 2:35 p.m.
July 24, 2001

Re: Feed back from TRC board members on Proposed Port City Aircraft Hanger

Dave Allen Deputy Dir. Public Works Meeting 7/18/01
1. Language on sewer easement should be changed to show that the forced line(s) are private and not the city’s responsibility.
2. The fuel farm should show more precise elevations both existing and proposed.
3. He asked about secondary containment on the fuel tanks.

Peter Britz Environmental Meeting 7-16-01
1. Are we showing proposed monitoring wells?
2. How are we addressing run off as it relates to the tank farm?
3. What is the surface at the tank farm asphalt or concrete?
4. What tree plantings are we proposing?

Dave Defosses Drainage & Sewer Phone conversation 7/19/01
1. Dave said he did not have any additional concerns that were not addressed at the previous TRC

John Burke Traffic Meeting 7/13/01
1. Are we showing a truck turning template?
2. Are we showing pavement markings?
3. Acceleration & deceleration lanes? (Jerry Dexter does not feel they are necessary)
4. Site distances for cars pulling up behind turning trucks from Route 33

Fire Chief Plummer Meeting 7-19-01
1. Pull station is shown to be on North West corner of plans.

Tom Cravens Water Phone conversation 7/24/01
1. Tom verified that the 8” water line was post treatment but that he was going to have to arrange a fire flow test on the hydrant on the access road because the City did not have any current info on it.

Dave Holden Panning Director & Lucy Tilman Meeting 7/19/01
1. Language on easement needs to show possession.
2. Is the tank farm a separate lot?
3. Concern about trucks entering access road from other than Grafton Road.
4. Can we show width of existing access road (on the East side)?
5. Can we show the new taxi lane once hanger #5 is removed? (PDA is going to lay out Center Line)
6. They would like is to identify the hay bails and silt fence on the site plan
7. Are the curb cuts straight or sloped?
8. Can we show a sign at the South East corner of the building showing maintenance one direction, terminal the other?
9. Can we show a temporary business plan during construction (temporary fence, office, gates, etc.)
10. Can we show proposed monitoring wells

Deputy Chief of Police Mike Magnant Meeting 7/25/01
Mike reviewed the plans but did not have any concerns as of yet.

This is all of the board members.
Mario—

1. Not all septic are built (see plans)
2. Culvert separator covers say sewer, now they must say drain
3. Treatment Sewer on west side was not built; (check plan for man hole in woods?)
4. Spaces need to be lined
5. Erosion occurring in front of building in grassed area (needs stone)
6. Owner to remove all erosioncontrol (silt fence + hay bales) in stabilized areas
7. Plantings seems OK (layout changed and you didn't give me a revised landscaping plan)
8. Need finish coat of asphalt in rear

Call if you have questions
766-1411

DAVE

Sidewalks? Ask Paula Holdren about that.
David -

I've attached the original site plan C-2 with 8 ships from PI. Bld and another plan showing subsequent changes to the parking (along with PI. 3rd approval letter 7/10/01)

-Elvia

David

Bestwishes
Port City Air FBO Project

- Remaining issues with regard to plans that are problematic:

1. Electrical and Telephone - Routing still to be determined (so costs are unknown by the developer). There is little doubt that the costs will be significantly high.

2. Gas line routing will result in high cost.

3. Access Road - No lighting, finished contours or drainage shown on plans.

4. Site Plan - 1978-2 is still confusing and difficult to review. This has been pointed out previously by Maria Stowell. Essentially, an existing conditions plan has been overlaid with the proposed construction. These should be separate sheets for clarity. Other comments on the site plan:

   A. Building access from air and land side is unclear. (How does the site and building “operate”?)

   B. Existing contours are shown, but no finished contours are indicated.

   C. Arrows indicate that drainage from the proposed structure will flow directly into T-Hangar #3. This is extremely problematic. Has any thought been given to drainage (and snow removal/storage)?

- The developers/builders/engineers are still reviewing the plans. Although progress prints were given to us on Monday, I am reluctant to schedule another TRC meeting until the plans are final, and we and the city reps on the committee are more comfortable with the project.

- There were numerous negative comments presented by Jim Melfi of the Sherburne Road Civic Association at the first TRC meeting. Many of them have been addressed, but it will be crucial that all the bases are covered by the proponent at the next meeting, if we are to get a favorable recommendation from the city’s reps on the TRC. I have only one vote....my own.

- There seems to be doubt as to the status of the steel “order” for the building.
July 3, 2001

Mr. Richard Collier  
Port City Aircraft Repair, Inc.  
44 Durham Street  
Portsmouth, NH 03801  

Re: Amendment to Right of Entry - 104 Grafton Drive  
Pease International Tradeport, Portsmouth, NH  

Dear Mr. Collier:  

This letter will amend and extend the Right of Entry ("ROE") granted to Port City Aircraft Repair, Inc. ("Port City") dated June 7, 2001. The ROE is amended to authorize Port City and/or its agents to enter upon the premises as more particularly shown as Exhibit A of the ROE for the purpose of undertaking therein, at its sole risk, (i) preparation for and conducting of asbestos abatement work on Shelter Hangars 1, 2 and 5 (the "Phase I Demolition"); and (ii) demolition of Shelter Hangars 1, 2 and 5 and removal/salvage of all demolition material. The ROE dated June 7, 2001 is hereby extended for a period of sixty (60) days commencing July 3, 2001. The ROE will expire at midnight on September 2, 2001, unless otherwise extended by agreement of Port City and Pease Development Authority.

This authorization is conditioned upon the following:

1. Port City’s agreement to obtain and provide PDA with copies of all necessary plans and required approvals in advance of the asbestos abatement work, including but not limited to, removal, handling, transportation and disposal methods and to submit to the PDA reliable documentation which provides evidence that the asbestos has been disposed of in accordance with applicable provisions of State and Federal law.

2. Port City'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. Port City expressly waives all claims against the United States of America and the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Port City’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Port City further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority and the United States of America, their 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 Port City’s use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.
3. Port City’s agreement herein that this letter of authorization does not constitute a reservation of the Premises, an option to lease the Premises or an offer to lease the Premises and no legal obligations (other than those set forth herein) shall arise with respect to the Premises or lease thereof until a Sublease Agreement is executed.

4. Port City and/or its contractors providing environmental/pollution liability insurance in the amount of Two Million ($2,000,000.00) Dollars per occurrence in advance of any work in connection with the asbestos abatement work on the Shelter Hangars.

5. All other terms and conditions of the ROE remain in full force and effect.

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

Very truly yours,

George R. Meyer
Executive Director

Agreed and accepted this ______ day of _________, 2001

PORT CITY AIRCRAFT REPAIR, INC.

By: _______________________________

____________________________
duly authorized

cc: Maria Stowell, P.E.
Mark H. Gardner, Staff Attorney
July 10, 2001

Mr. Richard Collier
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03801

Re: Amendment to Right of Entry - 104 Grafton Drive
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:

This letter will amend and extend the Right of Entry ("ROE") granted to Port City Aircraft Repair, Inc. ("Port City") dated June 7, 2001. The ROE is amended to authorize Port City and/or its agents to enter upon the premises as more particularly shown as Exhibit A of the ROE for the purpose of undertaking therein, at its sole risk and expense, (i) preparation for and conducting of asbestos abatement work on Shelter Hangars 1, 2 and 5 (the "Phase I Demolition"); and (ii) demolition of Shelter Hangars 1, 2 and 5 and removal/salvage of all demolition material. The ROE dated June 7, 2001 is hereby extended for a period of sixty (60) days commencing July 9, 2001. The ROE will expire at midnight on September 8, 2001, unless otherwise extended by agreement of Port City and Pease Development Authority.

This authorization is conditioned upon the following:

1. Port City’s agreement to completely demolish Shelter Hangar 5 and to restore the paved area within and around Shelter Hangar 5 so that it may be used for ingress and egress by General Aviation aircraft prior to the commencement of any demolition work in connection with Shelter Hangars 1 and 2.

2. Port City’s agreement to obtain and provide PDA with copies of all necessary plans and required approvals from appropriate governmental agencies in advance of the asbestos abatement work, including but not limited to, removal, handling, transportation and disposal methods and to submit to the PDA upon completion of such work, reliable documentation which provides evidence that the asbestos has been disposed of in accordance with applicable provisions of State and Federal law.

3. Port City’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. Port City expressly waives all claims against the United States of America and the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Port City’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Port City further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority and the United States of America, their 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 Port City's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. Port City's agreement herein that this letter of authorization does not constitute a reservation of the Premises, an option to lease the Premises or an offer to lease the Premises and no legal obligations (other than those set forth herein) shall arise with respect to the Premises or lease thereof until a Sublease Agreement is executed.

5. In addition to the insurance requirements set forth in the ROE dated June 7, 2001, Port City and/or its contractors providing environmental/pollution liability insurance in the amount of Two Million ($2,000,000.00) Dollars per occurrence in advance of any work in connection with the asbestos abatement work on the Shelter Hangars.

6. Port City and its contractors' agreement to restrict their access to the Airport through a gate adjacent to the Sherburne Road extension at the South side of the T-Hangars for all asbestos abatement, demolition construction related purposes.

7. Port City and its contractors' agreement to participate in a pre-construction/demolition meeting with PDA staff prior to the commencement of any work authorized by this amended ROE.

8. Port City's agreement to leave undisturbed, any monitoring well site within the ROE area.

9. The Premises covered by this ROE is in the Non-Security Identification Display Area (“Non-SIDA”) of the Airport Restricted Area (“ARA”). Designated representatives of Port City, its contractors and agents will be granted unescorted access to the Non-SIDA portion of the ARA will be required to meet the conditions of the General Aviation Area: Ground Vehicle Procedures Handbook (“GA/GVP”). No employee, contractor, or agent of Port City will be allowed in the Non-SIDA portion of the ARA without escorts meeting the requirements of the GA/GVP.

The Premises covered by this ROE borders the Airport Security Identification Display Area (“SIDA”). Port City will ensure that its employees, contractors and agents will not enter the SIDA unless they are granted unescorted access to the SIDA in accordance with the Pease Airport Security Program. No employee, contractor or agent of Port City will be allowed in the SIDA without escorts meeting the requirements of the Airport Security Program.

Information regarding airport security and safety can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Friday, 8:00 AM to 5:00 PM.

10. Port City agrees that the commencement of asbestos abatement and demolition work as permitted hereunder, is at its sole risk and expense and that Port City shall not be entitled to any reimbursement for any work performed hereunder. Port City further agrees to complete any demolition work that its commences by virtue of the authority granted to Port City pursuant to this ROE. Port City shall secure its obligation to
complete the work authorized under this ROE by providing a Performance Bond or an Irrevocable Letter of Credit in favor of PDA in the amount of Three Hundred Thousand ($300,000.00) Dollars prior to the commencement of any work authorized hereunder.

11. All other terms and conditions of the Right of Entry dated June 7, 2001 shall remain in full force and effect.

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

Very truly yours,

George R. Meyer
Executive Director

Agreed and accepted this 11th day of July, 2001

PORT CITY AIRCRAFT REPAIR, INC.

By: 

duly authorized

cc: Maria Stowell, P.E.
Mark H. Gardner, Staff Attorney
The meeting with Bill is a preconstruction meeting to insure the contractor, affected aviation tenants, airport operations and PDA engineering all understand what is happening on the site.

Please forward this info to Jessrum, Collier and C&L - they need to get their team together and satisfy DES before any meeting. Why do they want a meeting with Bill? We need to ask Port City principal for a single point of contact - project leader, is there one?

I checked on the status of the approved asbestos abatement plan concerning the abatement and demo of the Alert Shelters in respect to the construction of the new FBO. Dan Spears, NHDES, is the person responsible for approval of such plans. He received notification from Air Quality, the abatement contractor, in April, 2001, about the project. The initial plan was not to his satisfaction as there was not enough detail as far as the work practices to be used. He called Chris Thompson (Pres., Air Quality) for clarification. Mr. Thompson said the project was on "hold" and he would get back to him. That was the last Mr. Spears has heard to date. Patrick Caruthers, C&L Construction, called to schedule a demo pre-con with Bill Hopper on 16 July at Airport Ops. Should we meet?
July 24, 2001

Mr. Richard Collier
Port City Aircraft
Hangar 213
44E Durham Street
Portsmouth, NH 03802-3177

Dear Mr. Collier:

RE: Proposed Hangar Development
Pease International Tradeport
Aeronautical Study 01-ANE-6037-NRA

Thank you for your correspondence regarding your proposed hangar construction. The Federal Aviation Administration (FAA) has completed an aeronautical study to determine the effect on the safe and efficient use of navigable airspace by your proposal.

The FAA is pleased to report that we have no aeronautical objections to your proposal. The proposal does not represent an exceed to any of our protected FAR Part 77 surfaces.

The determination has been made with respect to the safe and efficient use of airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, FAA has considered matters such as the effects on existing airspace and projected programs of the FAA, the effects that existing or proposed man made objects (on file with FAA) and known natural objects within the affected area would have on the proposal.

This determination in no way preempts or waives any ordinances, laws or regulations of any other governmental body or agency. This determination is not meant to imply the proposal has been found to be environmentally acceptable in accordance with existing national environmental policies or objectives.

We recommend that you continue to coordinate this proposal with the Pease Development Authority to ensure that it complies with their local standards.

Sincerely,

Robert J. Siri
Project Manager

Cc: Jerry Dexter, Pease Development Authority
July 27, 2001

Richard Collier
Port City Aircraft Repair, Inc.
P.O. Box 3177
Portsmouth, New Hampshire 03802-3177

RE: PORTSMOUTH: Port City Aircraft Repair, Inc., 104 Grafton Drive; Incompleteness of Plans and Specifications: Aboveground Petroleum Storage Tank (AST) Facility

Dear Mr. Collier:

The New Hampshire Department of Environmental Services (DES) has reviewed the plans and specifications submitted by Christopher Williams, Consulting Engineer for the proposed four new ASTs at the referenced facility. No work on the tank installation shall take place until the plan is approved, and the new system shall not be used before operational approval is obtained. Before the plan can be approved and installation commences, the items indicated below must be addressed and additional information submitted. Also, please provide the municipal fire chief with a copy of completed/amended application pursuant to the requirements of RSA 541-A:22.

The plans submitted were consistent with the intent of Env-Wm 1402.17 of the New Hampshire Code of Administrative Rules Env-Wm 1402, Control of Aboveground Petroleum Storage Facilities (AST Rules), however the following amendments and clarifications must be shown on the plan and be resubmitted for approval. These items will help communicate DES' requirements to the installer, with the intent of decreasing the likelihood of a fire and/or an accidental release that could impact surface waters, soil, and/or groundwater. The revisions and clarifications to be shown on the plan and/or specifications are as follows:

1. Env-Wm 1402.18(e)(4) of the AST Rules requires tank markings that include the high-level alarm activation height. Tank Note 4.d of the plans specifies this as 3-percent less than the calculated maximum safe fill height. The aviation gasoline and the motor vehicle gasoline tank high level alarm shall be activated at 90-percent of tank capacity;

2. Env-Wm 1402.21(h)(3) of the AST Rules requires a means to automatically shut down the flow of oil to the tank for overfill prevention. This system shall have independent detection sensors activated at 95-percent capacity of the aviation gasoline tank and 1-percent less than the calculated maximum safe fill height of the Jet-A fuel tanks. This system is only partially specified for the aviation gasoline tank and is not specified for the Jet-A fuel tanks;

3. Env-Wm 1402.24(b) of the AST Rules requires a high level warning alarm that is both audible and visible to the person controlling the transfer of oil. Although the control box itself is visible, a flashing light that could catch the attention of the fill person does not appear to be specified;
4. It appears that the aviation gas tank and the motor vehicle gasoline tank may be spaced closer than the minimum 3-feet required by the National Fire Protection Association, Flammable and Combustible Liquids Code, (NFPA 30) 2-3.3;

5. NFPA 30 2-3.5.2 recommends that vents be sized at least as large as the filling or withdrawal connections. The vents specified for the three aviation fuel tanks do not meet this requirement;

6. NFPA 30 2-3.6.5 requires that emergency relief vents be sized pursuant to Table 2-8 and 2-9 of NFPA 30. The emergency relief vent size is not specified for the aviation gasoline tank;

7. The NFPA, Automotive and Marine Service Station Code (NFPA 30A) 2-4.2.2 requires a minimum tank setback distance of 50-feet from any fuel dispenser. DES will not approve construction that contradicts a NFPA standard unless a waiver of that specific standard is obtained from the State Fire Marshall and/or the Municipal Fire Chief.

DES appreciates your efforts to comply with the AST program. Should you have any questions concerning the content of this letter or any aspects of the AST program please contact me at (603) 271-6058 or by e-mail at mjuran@des.state.nh.us.

Sincerely,

Michael W. Juranty, P.E.
Oil Remediation and Compliance Bureau
I. Call to Order:

Chairman Dexter called the meeting to order at 3:00 p.m. in the first floor conference room, Portsmouth City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire.

II. Application for Site Plan Approval

The application is submitted for site plan approval for property with access off Grafton Drive and located on the apron within the airport industrial zone for the construction of a 275 foot x 100 foot hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading and unloading facilities.

Mr. Dexter moved the motion and Mr. Holden seconded to take the application off the table and to reopen the public hearing. Disposition: Resolved by unanimous vote; motion carried.

Ron Bye, C & L Construction, presented photographs of the area as it presently exists and explained the following plans:

- Existing Conditions Plan
- Site Plan
- Sewer Plan
- Post Development Drainage Plan
- Access Road Plan – Sherburne Road Extension
- Grafton Road – Sherburne Extension Access/Driveway Intersection
- Grafton Road Intersection – sight distances
- Site Lighting Plan at Tank Farm – entries/maintenance/doors/terminal
- Temporary Construction Plan – controlled zone for construction

Roy Creeley from Lakes Region Environmental discussed the operation and safety requirements for the fuel tanks and pumping systems.
Mr. Dexter asked the panel if they had further questions; they did not, and comments were opened to the public.

Jim Jackson and Jim Labrie expressed concerns regarding water freezing adjacent to Hangar 3. Mr. Bye explained the swale and range in depth of the contours that should prevent that.

Bill St. Laurent from the Sherburne Civic Association discussed the following issues with Richard Collier of Port City Aircraft:

- terminal/maintenance offices within the hangar
- siting of the offices
- hours of operation
- fence/parking
- odors
- activity of planes
- truck turn – Grafton to Sherburne

Mr. Dexter closed the public hearing.

Dave Allen & Ron Bye discussed the tank protection system and catch basins.

Mr. Holden asked whether there would be a licensing agreement for the private sewer lines and public sewer lines. Mr. Dexter stated that there would be a licensing agreement with the PDA; the city doesn’t maintain the private line but there is connection to the publicly controlled manhole in the water and sewer agreement.

Mr. Holden asked about tree cutting and keeping a vegetative buffer; Mr. Gallott of Roaring Brook Consultants showed new plantings in the existing tree area; trimming will be minimized.

Mr. Holden and Mr. Bye discussed the fuel spill control plan. Mr. Gallott explained floor drains and the oil water separator.

Mr. Holden asked for an explanation of signage for parking areas, construction entrance, and passenger areas. There was a discussion of the FBO hours for emergency plane repairs.

Mr. Dexter and Mr. Bye discussed the traffic and radius changes and the truck turning template from the access drive to Route 33; the width of the access drive is 21’, and the city of Portsmouth is asking for 24. Areas for street lights are shown.
Mr. Dexter moved the motion and Mr. Allen seconded to approve the site plan with stipulations. Disposition: Resolved by unanimous vote.

List of Stipulations

1. The hangar and fuel farm areas are to be connected to the city of Portsmouth’s Master box for fire alarm system emergency response purposes.

2. Consideration be given to widening the site access drive to 24 feet.

3. Review the truck turning template/radius at the site access drive intersection with Grafton Drive with PDA Engineering and the City of Portsmouth’s Traffic Engineer, John Burke.

4. Provide signage to identify truck access routes to the facility.

5. Review proposed monitoring well locations with the city of Portsmouth.

6. Monitor site drainage to ensure no negative impacts result to adjacent properties (e.g. T-Hangar #3).

III. Adjournment:

Mr. Dexter moved the motion and Mr. Allen seconded to adjourn the meeting. The meeting was adjourned at 4:15 p.m.
PEASE DEVELOPMENT AUTHORITY
TECHNICAL REVIEW COMMITTEE MEETING
Thursday, June 14, 2001
Port City Air Craft

Presiding: Gerald H. Dexter, P.E.
Present: Rick Plummer, Lucy Tillman, Dave Holden, Dave Allen, Tom Cravens, Dave Desfosses, John Burke, Brad Russ

I. Call to Order:

Chairman Dexter called the meeting to order at 2:00 p.m. in the first floor conference room, 360 Corporate Drive, Pease International Tradeport.

II. Application for Subdivision

Mr. Dexter reviewed the application from Port City Aircraft Repair for the subdivision of a 2.24 acre lot with access off Grafton Drive and located on the apron within the airport industrial zone; the remaining lot would consist of approximately 2,607 acres constituting the remainder of the undivided Pease Development Authority property.

III. Application for Site Plan Approval

The second application is submitted for site plan approval for property with access off Grafton Drive and located on the apron within the airport industrial zone for the construction of a 275 foot x 100 foot hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading and unloading facilities.

Bill Gallott of Roaring Brook Consultants provided an overview of the plans. This consisted of the location and access of the proposed facility on the map, the airport industrial zone, parking area and access road. He showed Phase I buildout consisting of the hangar, maintenance, offices, and terminal and also the potential phase II buildout.

The site plan overview showed parking spaces, fuel farm, ramp area, gas tanks, and fencing. Mr. Rowell and Mr. Russ discussed police patrols for landside.

Ron Bye of C & L Construction answered questions regarding the radius of turns, stopping distance, plan for the intersection, necessity of a deceleration lane for trucks and access road.

Mr. Dexter asked for public comment. Jim Melfi, President of the Sherburne Civic Association, responded with a list of concerns that included:

1. Traffic on Grafton Road
2. Noise from the trucks & cars
3. Increase in pollution
4. Possible spillage of fuel
5. Accidents on the road
6. Tree cutting
7. Hours of operation
Mr. Rowell discussed the size of planes, the engine maintenance facility and fueling.

Mr. Dexter closed the public hearing and proceeded with the technical areas.

Committee members were dissatisfied with the plans for the access road, sewer & runoff collection, fire hydrants, water mains, fire protection codes, asphalt paving in the fuel loading/unloading area and requested more detailed information.

Mr. Dexter noted that the subdivision plan meets all of the requirements of the PDA in terms of the dimensional requirements and also the airport industrial area.

Mr. Dexter moved the motion and Mr. Plummer seconded to approve the subdivision plan with one stipulation, to have at least one corner identified and coordinated with the state system. Disposition: Resolved by unanimous vote; motion carried.

Mr. Dexter moved the motion and Mr. Plummer seconded to table the site plan approval subject to a time to be called by the chair for this committee to meet again to review the plan. Disposition: Resolved by unanimous vote; motion carried.

The following concerns were listed and require resolution from Port City Aircraft. It was agreed the Committee and PDA staff would work with the applicant to review plans before reconvening.

- Identify the proposed noise barrier (berm) locations on the site plan
- Add plantings to fill visual gaps where trees are to be removed
- Provide traffic information to verify turning movements, intersection geometry, signs, striping, lighting, radius, truck trip generation
- Construction details and associated curb areas, oil/water separator
- Site plan showing new fencing so the police department can determine patrols

IV. Adjournment:

The meeting was adjourned at 3:45 p.m.
August 3, 2001

Dear Mr. Collier:

This letter will amend and extend the Right of Entry ("ROE") granted to Port City Aircraft Repair, Inc. ("Port City") dated June 7, 2001 and as amended July 10, 2001. The ROE is amended to authorize Port City and/or its agents to enter upon the premises as more particularly shown as Exhibit A of the ROE for the purpose of undertaking therein, at its sole risk and expense, (i) preparation for and conducting of asbestos abatement work on Shelter Hangars 1, 2 and 5 (the "Phase I Demolition"); (ii) demolition of Shelter Hangars 1, 2 and 5 and removal/salvage of all demolition material and (iii) interior demolition and renovation work in connection with Building 307. This ROE, as amended will expire at midnight on September 8, 2001, unless otherwise extended by agreement of Port City and Pease Development Authority.

This authorization is conditioned upon the following:

1. Port City’s agreement to completely demolish Shelter Hangar 5 and to restore the paved area within and around Shelter Hangar 5 so that it may be used for ingress and egress by General Aviation aircraft prior to the commencement of any demolition work in connection with Shelter Hangars 1 and 2.

2. Port City’s agreement to obtain and provide PDA with copies of all necessary plans and required approvals from appropriate governmental agencies in advance of the asbestos abatement work, including but not limited to, removal, handling, transportation and disposal methods and to submit to the PDA upon completion of such work, reliable documentation which provides evidence that the asbestos has been disposed of in accordance with applicable provisions of State and Federal law.

3. Port City’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. Port City expressly waives all claims against the United States of America and the Pease Development Authority for any such loss, damage, personal injury or death caused by or occurring as a consequence of Port City’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization. Port City further agrees to indemnify, save, hold harmless, and defend the Pease Development Authority and the United States of America, their 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 Port City's use of the Premises or any activities conducted or undertaken in connection with or pursuant to this authorization.

4. Port City's agreement herein that this letter of authorization does not constitute a reservation of the Premises, an option to lease the Premises or an offer to lease the Premises and no legal obligations (other than those set forth herein) shall arise with respect to the Premises or lease thereof until a Sublease Agreement is executed.

5. In addition to the insurance requirements set forth in the ROE dated June 7, 2001, Port City and/or its contractors providing environmental/pollution liability insurance in the amount of Two Million ($2,000,000.00) Dollars per occurrence in advance of any work in connection with the asbestos abatement work on the Shelter Hangars.

6. Port City and its contractors' agreement to restrict their access to the Airport through a gate adjacent to the Sherburne Road extension at the South side of the T-Hangars for all asbestos abatement, demolition construction related purposes.

7. Port City and its contractors' agreement to participate in a pre-construction/demolition meeting with PDA staff prior to the commencement of any work authorized by this amended ROE.

8. Port City's agreement to leave undisturbed, any monitoring well site within the ROE area.

9. The Premises covered by this ROE is in the Non-Security Identification Display Area ("Non-SIDA") of the Airport Restricted Area ("ARA"). Designated representatives of Port City, its contractors and agents will be granted unescorted access to the Non-SIDA portion of the ARA will be required to meet the conditions of the General Aviation Area: Ground Vehicle Procedures Handbook ("GA/GVP"). No employee, contractor, or agent of Port City will be allowed in the Non-SIDA portion of the ARA without escorts meeting the requirements of the GA/GVP.

The Premises covered by this ROE borders the Airport Security Identification Display Area ("SIDA"). Port City will ensure that its employees, contractors and agents will not enter the SIDA unless they are granted unescorted access to the SIDA in accordance with the Pease Airport Security Program. No employee, contractor or agent of Port City will be allowed in the SIDA without escorts meeting the requirements of the Airport Security Program.

Information regarding airport security and safety can be obtained by calling the Airport Management Department at (603) 433-6536, Monday through Friday, 8:00 AM to 5:00 PM.

10. Port City agrees that the commencement of asbestos abatement, demolition and renovation work as permitted hereunder, is at its sole risk and expense and that Port City shall not be entitled to any reimbursement for any work performed hereunder. Port City further agrees to complete any demolition work that its commences by virtue of the authority granted to Port City pursuant to this ROE. Port City shall secure its
obligation to complete the work authorized under this ROE by providing a Performance Bond or an Irrevocable Letter of Credit in favor of PDA in the amount of Three Hundred Thousand ($300,000.00) Dollars prior to the commencement of any work authorized hereunder.

11. All other terms and conditions of the Right of Entry dated June 7, 2001 as amended July 10, 2001 shall remain in full force and effect.

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

Very truly yours,

Georges R. Meyer
Executive Director

Agreed and accepted this 7th day of August, 2001

PORT CITY AIRCRAFT REPAIR, INC.

By: duly authorized

cc: Maria Stowell, P.E.
    Mark H. Gardner, Staff Attorney
August 8, 2001

VIA FACSIMILE AND
REGULAR MAIL

Mark Gardner
Pease Development Authority
360 Corporation Drive
Portsmouth, NH 03801

Dear Mark:

I represent to you that Port City Aircraft Repair, Inc., will only accomplish work covered under the July 11, 2001 right-of-entry letter of credit until the letter of credit is amended to cover the August 3, 2001 modification.

Thank you.

Very truly yours,

Paul McEachern

PM:jml
August 22, 2001

Mr. Richard Collier  
Port City Aircraft Repair, Inc.  
44 Durham Street  
Portsmouth, NH 03801

Re: Rights of Entry - 104 Grafton Drive  
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:


If you have any questions, please call me.

Very truly yours,

Marie S. Aleksy  
Legal Assistant

Enclosure

cc: Maria Stowell, Engineer  
    Mark Rowell, Airport Operations Manager  
    Mark H. Gardner, Staff Attorney
August 27, 2001

Richard Collier  
Port City Aircraft Repair, Inc.  
P.O. Box 3177  
Portsmouth, New Hampshire 03802-3177

RE: PORTSMOUTH: Port City Aircraft Repair, Inc., 104 Grafton Drive; Approval of Plans and Specifications for Aboveground Petroleum Storage Tank (AST) Facility

Dear Mr. Collier:

The New Hampshire Department of Environmental Services (DES) has received the August 21, 2001 revisions to the July 20, 2001 application by Christopher Williams, Consulting Engineer for the four new AST systems proposed at the subject location. The plans are hereby approved pursuant to Env-Wm 1402.17(c)(1) of the New Hampshire Code of Administrative Rules Env-Wm 1402, Control of Aboveground Petroleum Storage Facilities (AST Rules). The approval is pending the State Fire Marshall’s waiver of the dispenser setback requirements of NFPA 30A 2-4.2.2 and is subject to the conditions listed below:

1. In accordance with Env-Wm 1402.17(f) of the AST Rules this approval shall be valid for one year from the date of issuance. If installation has not been initiated within one year of the date at the top of this letter, the approval shall lapse. Submitting a waiver request in accordance with Env-Wm 1402.36 of the AST Rules can extend this period. DES must receive the request before the approval lapses.

2. You shall contact DES prior to introducing petroleum into the tank(s) to arrange for an inspection of the installation, ensuring that it has been installed according to the approved plans.

3. You are reminded that all joints on steel piping greater than one-inch in diameter shall be welded or welded flange pursuant to Env-Wm 1402.19(g) of the AST Rules. DES permits threaded connections to fittings that are routinely manufactured with threaded fittings such as small diameter (2-inches or less) valves. Couplings and elbows joining two runs of piping together shall be welded.

4. No substantial design changes shall be allowed without prior approval from DES. Minor, unexpected changes will be addressed via phone and facsimile communications. Substantial design changes will require the design engineer of record to submit revised plans for approval.

5. The owner shall submit a completed AST registration form, (copy enclosed), to DES prior to receiving operational approval of the new AST, pursuant to Env-Wm 1402.05 of the AST Rules.

6. Installation shall be performed in strict compliance with the manufacturer’s installation requirements and applicable industry codes (NFPA 30 and API 2610).
7. A spill prevention control and countermeasure (SPCC) plan shall be prepared in accordance with federal regulation (40 CFR 112). As required by 40 CFR 112.3 (d), the SPCC plan shall be prepared and certified by a licensed professional engineer and be in place within six months of the tank becoming operational.

8. The State of New Hampshire or DES shall incur no liability by reason of this plan review for this proposed facility. The comments in this letter are based on plans and specifications supplied by the site owner or responsible party. This plan review does not guarantee the adequacy of the approved plan nor does it supersede any local ordinances or regulations.

9. This plan review in no way constitutes an endorsement or approval of any material, design, or workmanship, but only that the plans and specifications, as submitted, fulfill the intent of the AST Rules. Regardless of the comments contained herein, the owner is obligated to install the system according to acceptable engineering design and construction practices. The owner shall also be responsible for any damages and regulatory fines due to spilled or leaked petroleum caused by faulty design or poor workmanship.

10. State law does not preempt local authority. You shall notify the appropriate local officials and comply with any local ordinances and permitting requirements. This includes building permits, notification to the fire department, and any local approvals and inspections.

The owner shall also be responsible for any damages and regulatory fines due to spilled or leaked petroleum caused by non-compliance, faulty design, or poor workmanship. The State of New Hampshire shall not incur any liability as a result of any spill, leak, failure, or damage of any kind related to the aboveground storage facility.

DES appreciates your efforts to comply with the AST program. Should you have any questions concerning the content of this letter or any aspects of the AST program please contact me at (603) 271-6058 or by e-mail at mjuranty@des.state.nh.us

Sincerely,

Michael W. Juranty, P.E.
Oil Remediation and Compliance Bureau
August 29, 2001

Mr. Richard Collier  
Port City Aircraft Repair, Inc.  
44 Durham Street  
Portsmouth, NH 03801

Re: Site Review Agreement - Second FBO Site  
Pease International Tradeport, Portsmouth, NH

Dear Richard:

Enclosed please find duplicate originals of a Site Review Agreement for your review and signature. Please sign and return this Agreement to PDA for countersignature. A fully executed original will be provided to you once satisfactory arrangements have been made for the issuance of a bond or letter of credit which fulfills the requirement of Section 7 of the Agreement.

If you have any questions, please call me.

Sincerely,

Mark H. Gardner  
Staff Attorney

Enclosures

cc w/o enclosure: Maria Stowell  

P:\PortCityAircraft\collie.082901.1tr.wpd
August 31, 2001

Mr. Gerald Dexter, Director of Engineering
Pease Development Authority
360 Corporate Dr.
Portsmouth, NH 03801
VIA FACSIMILE 603-427-0433

Re: Port City Aircraft Repair Inc.
Right of Entry June 7, 2001

Dear Gerry;

This letter is to notify you that Port City has completely demolished Alert Hangar #5 and the concrete apron around the hangar has been restored per item #1 of the "ROE"

Thank you for your cooperation.

Sincerely,
C&L Construction Co., Inc.

Patrick Crothers
Project Manager

Cc: Bill Hopper PDA Operations
Richard Collier, Port City Aircraft
September 4, 2001

Mr. Richard Collier
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03801

Re: Amendment to Right of Entry - 104 Grafton Drive
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:

This letter will amend and extend the Right of Entry ("ROE") granted to Port City Aircraft Repair, Inc. ("Port City") dated June 7, 2001, as amended July 10, 2001 and August 3, 2001. The ROE is amended to authorize Port City and/or its agents to enter upon the premises as more particularly shown as Exhibit A of the ROE for the purpose of undertaking therein, at its sole risk and expense construction of a fence around the perimeter of the construction site. This ROE, as amended will expire at midnight on October 8, 2001, unless otherwise extended by agreement of Port City and Pease Development Authority.

This authorization is conditioned upon the following:

1. Port City's agreement that before commencement of any work to construct a perimeter fence that Port City and/or its agents meet directly with the Airport Operations Manager to outline the area in which the fence will be constructed and to be apprised of the specific requirements of PDA Airport Operations, including, but not limited to the height and anchoring of the fence.

The Airport Management Department may be reached at (603) 433-6536, Monday through Friday, 8:00 AM to 5:00 PM.

2. All other terms and conditions of the Right of Entry dated June 7, 2001, as amended shall, remain in full force and effect.

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

Very truly yours,

George R. Meyer
Executive Director
Agreed and accepted this 5th day of September, 2001

PORT CITY AIRCRAFT REPAIR, INC.

By: [Signature]

cc: Maria Stowell, P.E.
Mark K. Rowell, Airport Manager
Mark H. Gardner, Staff Attorney
September 5, 2001

Mr. Richard Collier
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03801

Re: Amended to Right of Entry - 104 Grafton Drive
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:

Enclosed please find a fully executed original amended Right of Entry ("ROE") which will, upon execution by both Port City Aircraft Repair, Inc. ("Port City") and PDA, permit Port City to begin the installation of a construction fence. As outlined in the ROE, work on the fence may not begin until Port City and/or its agents have met directly with the Airport Operations Manager.

If you have any questions, please call me.

Very truly yours,

Marie S. Aleksy
Legal Assistant

Enclosure

cc: Mark K. Rowell, Airport Manager
Maria Stowell, Engineer
Mark H. Gardner, Staff Attorney
September 11, 2001

Paul McEachern, Esq.
Shaines & McEachern
25 Maplewood Avenue
P.O. Box 360
Portsmouth, NH 03802

Re: Port City Aircraft Repair, Inc. - Letter of Credit/Site Review Agreement

Dear Paul:

As you know the purpose of the Letter of Credit is to guaranty the performance of Port City Aircraft, Inc. ("Port City") in connection with the demolition, renovation and construction work that it is undertaking in connection with the establishment of the 2nd FBO at Pease International Tradeport. PDA has permitted Port City to commence demolition and renovation work on a limited basis which work has been secured a $300,000.00 Letter of Credit.

Recently, PDA requested an additional $200,000.00 in security to back up performance under the Site Review Agreement. In response to this, you requested that the $300,000.00 letter of Credit be shifted over to cover this work.

Maria Stowell of PDA's Engineering Department has reviewed the work which has been completed (as of 9/07/01) under the Right of Entry and has determined that the Letter of Credit is not sufficient to cover the value of the remaining work and the work contemplated under the Site Review Agreement. Specifically, she is of the opinion that the Letter of Credit is $100,000.00 short. Hence, unless additional security is posted the site work may not commence. However, once the second shelter is taken down there may be sufficient equity in the Letter of Credit to shift over to the site work.

As an aside, this piecemeal approach to securing the work as it progresses is not typically how PDA proceeds with such projects. Rather, PDA requests the placement of performance and payments bonds or a letter of credit to cover in full all work contemplated in connection with a development project. To avoid further delays I recommend that your client fully bond this project or increase the letter of credit to cover all aspects of the project. Otherwise, PDA will have to continually monitor the progress of the project to ensure that its interests are protected at each stage of the development.

Sincerely,

Mark H. Gardner
Staff Attorney

cc: Maria Stowell
September 12, 2001

Mr. Richard Collier
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03801

Re: Site Review Agreement - 104 Grafton Drive
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:

Enclosed for your records please find a fully executed original of the Site Review Agreement for the premises located at 104 Grafton Drive.

If you have any questions, please call me.

Very truly yours,

Marie S. Aleksy
Legal Assistant

Enclosure

cc: Maria Stowell, Engineer
Mark H. Gardner, Staff Attorney

P:\PortCityAircraft\collier.09125011tr.wpd
SITE REVIEW AGREEMENT

This Site Review Agreement is entered into effective August 28th, 2001 between Port City Aircraft Repair, Inc. ("Port City") with a mailing address of 44 Durham Street, Portsmouth, NH 03801 and the Pease Development Authority, an agency of the State of New Hampshire ("PDA"). This Agreement is addressed to the Site Plan (Exhibit "A") dated February 21, 2000 and most recently updated on July 16, 2001, consisting of thirteen (13) sheets, and entitled, “Site Plan Airbase Portsmouth for Port City Aircraft Repair, Inc.” and prepared by Roaring Brook Consultants 15 Sewall Road, South Berwick, Maine 03908 (the "Site Plan"). The Site Plan concerns the development of property located at Pease International Airport in Portsmouth, New Hampshire 03801 (the "Subleased Premises").

It is agreed that Port City, its successors and assigns shall implement development in accordance with the Site Plan and recommended approval of the Pease Technical Review Committee made on July 31, 2001 which recommendation was subsequently approved by the Board of Directors for PDA at a duly noticed Public Hearing held on August 23, 2001(Exhibit “B”). Any subsequent revisions to the approved Site Plan must be approved in accordance with the provisions of Part 407 of the PDA Site Plan Regulations.

1. THAT Port City shall abide by Chapters 300 through 500 of the PDA Zoning Requirements, Site Plan Review Regulations and Subdivision Regulations (collectively the “Land Use Controls”);

2. THAT Port City shall implement the Site Plan only as approved by the and will comply with all applicable requirements of the BOCA Basic Building Code and Life Safety Code;
3. THAT all utilities, surface drainage improvements and other site improvements shall be designed and constructed by Port City in accordance with applicable PDA requirements and standards, subject to approval by the PDA with review and recommendations by the PDA Technical Review Committee;

4. THAT Port City shall secure all necessary Federal, State and local permits prior to the initiation of any construction activity. Construction work performed prior to all necessary approvals shall be at Port City’s sole risk;

5. THAT all plant material and landscaping be in accordance with the Site Plan and be guaranteed for twelve (12) months from the date of installation and properly maintained thereafter;

6. THAT Port City shall forward copies of any proposed amendment to the approved Site Plan drawings and/or any applicable studies to the PDA Building Inspector. In his discretion, the PDA Building Inspector may require review by the PDA Board of any request for amendments;

7. THAT a performance bond, irrevocable letter of credit (from a recognized bank or savings/loan institution) or other form of security suitable to the PDA Board be posted or submitted by Port City in the amount of Two Hundred Thousand Dollars ($200,000.00) for the project (approximately 27,500 square feet of building area and related improvements), or such other amount as shall be acceptable to the PDA Board prior to the execution of this Agreement. Said security shall bear an expiration date no earlier than twelve (12) months from the date of this Agreement. It is understood that all work required under this Agreement shall be completed prior to the Issuance of a Certificate of Occupancy and in no case later than twelve (12) months from the date of this Agreement. Said security will be returned only upon full and successful completion of the project and as a result of a written release request to the PDA Building Inspector and approval of the PDA Board.
Board. Said security shall ensure performance of the Site Work contemplated pursuant to the terms of this Agreement and under the terms of the proposed sublease between PDA and Port City (the “Sublease”) as well as ensure that, at the election of PDA the Subleased Premises are returned to their original or natural state in the event the proposed construction of the Facility (as that term is defined under the Sublease) does not proceed as required under the Sublease agreement. In the event the work to be performed pursuant to this Agreement is not completed within twelve (12) months, Port City agrees to extend the security for such additional time as is necessary to ensure the completion of all said work.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have set their respective hands effective the day and year above first written.

WITNESS: 

PORT CITY AIRCRAFT REPAIR, INC.

BY: 

ITS: 

WITNESS: 

PEASE DEVELOPMENT AUTHORITY

BY: George R. Meyer
Executive Director
EXHIBIT "A"

SITE PLAN - PORT CITY AIRCRAFT REPAIR, INC.

Portsmouth, New Hampshire

(Plans on file at Pease Development Authority)
I. Call to Order:

Chairman Dexter called the meeting to order at 3:00 p.m. in the first floor conference room, Portsmouth City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire.

II. Application for Site Plan Approval

The application is submitted for site plan approval for property with access off Grafton Drive and located on the apron within the airport industrial zone for the construction of a 275 foot x 100 foot hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading and unloading facilities.

Mr. Dexter moved the motion and Mr. Holden seconded to take the application off the table and to reopen the public hearing. Disposition: Resolved by unanimous vote; motion carried.

Ron Bye, C & L Construction, presented photographs of the area as it presently exists and explained the following plans:

- Existing Conditions Plan
- Site Plan
- Sewer Plan
- Post Development Drainage Plan
- Access Road Plan – Sherburne Road Extension
- Grafton Road – Sherburne Extension Access/Driveway Intersection
- Grafton Road Intersection – sight distances
- Site Lighting Plan at Tank Farm – entries/maintenance/doors/terminal
- Temporary Construction Plan – controlled zone for construction

Roy Creeley from Lakes Region Environmental discussed the operation and safety requirements for the fuel tanks and pumping systems.
Mr. Dexter asked the panel if they had further questions; they did not, and comments were opened to the public.

Jim Jackson and Jim Labrie expressed concerns regarding water freezing adjacent to Hangar 3. Mr. Bye explained the swale and range in depth of the contours that should prevent that.

Bill St. Laurent from the Sherburne Civic Association discussed the following issues with Richard Collier of Port City Aircraft:

- terminal/maintenance offices within the hangar
- siting of the offices
- hours of operation
- fence/parking
- odors
- activity of planes
- truck turn – Grafton to Sherburne

Mr. Dexter closed the public hearing.

Dave Allen & Ron Bye discussed the tank protection system and catch basins.

Mr. Holden asked whether there would be a licensing agreement for the private sewer lines and public sewer lines. Mr. Dexter stated that there would be a licensing agreement with the PDA; the city doesn’t maintain the private line but there is connection to the publicly controlled manhole in the water and sewer agreement.

Mr. Holden asked about tree cutting and keeping a vegetative buffer; Mr. Gallott of Roaring Brook Consultants showed new plantings in the existing tree area; trimming will be minimized.

Mr. Holden and Mr. Bye discussed the fuel spill control plan. Mr. Gallott explained floor drains and the oil water separator.

Mr. Holden asked for an explanation of signage for parking areas, construction entrance, and passenger areas. There was a discussion of the FBO hours for emergency plane repairs.

Mr. Dexter and Mr. Bye discussed the traffic and radius changes and the truck turning template from the access drive to Route 33; the width of the access drive is 21’; and the city of Portsmouth is asking for 24. Areas for street lights are shown.
Mr. Dexter moved the motion and Mr. Allen seconded to approve the site plan with stipulations. Disposition: Resolved by unanimous vote.

List of Stipulations

1. The hangar and fuel farm areas are to be connected to the city of Portsmouth’s Master box for fire alarm system emergency response purposes.

2. Consideration be given to widening the site access drive to 24 feet.

3. Review the truck turning template/radius at the site access drive intersection with Grafton Drive with PDA Engineering and the City of Portsmouth’s Traffic Engineer, John Burke.

4. Provide signage to identify truck access routes to the facility.

5. Review proposed monitoring well locations with the city of Portsmouth.

6. Monitor site drainage to ensure no negative impacts result to adjacent properties (e.g. T-Hangar #3).

III. Adjournment:

Mr. Dexter moved the motion and Mr. Allen seconded to adjourn the meeting. The meeting was adjourned at 4:15 p.m.
PEASE DEVELOPMENT AUTHORITY
TECHNICAL REVIEW COMMITTEE MEETING
Thursday, June 14, 2001
Port City Air Craft

Presiding: Gerald H. Dexter, P.E.
Present: Rick Plummer, Lucy Tillman, Dave Holden, Dave Allen, Tom Cravens, Dave Desfosses, John Burke, Brad Russ

I. Call to Order:
Chairman Dexter called the meeting to order at 2:00 p.m. in the first floor conference room, 360 Corporate Drive, Pease International Tradeport.

II. Application for Subdivision
Mr. Dexter reviewed the application from Port City Aircraft Repair for the subdivision of a 2.24 acre lot with access off Grafton Drive and located on the apron within the airport industrial zone; the remaining lot would consist of approximately 2,607 acres constituting the remainder of the undivided Pease Development Authority property.

III. Application for Site Plan Approval
The second application is submitted for site plan approval for property with access off Grafton Drive and located on the apron within the airport industrial zone for the construction of a 275 foot x 100 foot hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading and unloading facilities.

Bill Gallott of Roaring Brook Consultants provided an overview of the plans. This consisted of the location and access of the proposed facility on the map, the airport industrial zone, parking area and access road. He showed Phase I buildout consisting of the hangar, maintenance, offices, and terminal and also the potential phase II buildout.

The site plan overview showed parking spaces, fuel farm, ramp area, gas tanks, and fencing. Mr. Rowell and Mr. Russ discussed police patrols for landside.

Ron Bye of C & L Construction answered questions regarding the radius of turns, stopping distance, plan for the intersection, necessity of a deceleration lane for trucks and access road.

Mr. Dexter asked for public comment. Jim Melfi, President of the Sherburne Civic Association, responded with a list of concerns that included:

1. Traffic on Grafton Road
2. Noise from the trucks & cars
3. Increase in pollution
4. Possible spillage of fuel
5. Accidents on the road
6. Tree cutting
7. Hours of operation
8. Access road
9. Noise berm
10. Terminal

Mr. Rowell discussed the size of planes, the engine maintenance facility and fueling.

Mr. Dexter closed the public hearing and proceeded with the technical areas.

Committee members were dissatisfied with the plans for the access road, sewer & runoff collection, fire hydrants, water mains, fire protection codes, asphalt paving in the fuel loading/unloading area and requested more detailed information.

Mr. Dexter noted that the subdivision plan meets all of the requirements of the PDA in terms of the dimensional requirements and also the airport industrial area.

Mr. Dexter moved the motion and Mr. Plummer seconded to approve the subdivision plan with one stipulation, to have at least one corner identified and coordinated with the state system. Disposition: Resolved by unanimous vote; motion carried.

Mr. Dexter moved the motion and Mr. Plummer seconded to table the site plan approval subject to a time to be called by the chair for this committee to meet again to review the plan. Disposition: Resolved by unanimous vote; motion carried.

The following concerns were listed and require resolution from Port City Aircraft. It was agreed the Committee and PDA staff would work with the applicant to review plans before reconvening:

- Identify the proposed noise barrier (berm) locations on the site plan
- Add plantings to fill visual gaps where trees are to be removed
- Provide traffic information to verify turning movements, intersection geometry, signs, striping, lighting, radius, truck trip generation
- Construction details and associated curb areas, oil/water separator
- Site plan showing new fencing so the police department can determine patrols

IV. Adjournment:

The meeting was adjourned at 3:45 p.m.
I. Call to Order — Chairman Bartlett

This is a Public Hearing of the Pease Development Authority Board of Directors acting pursuant to NH RSA 12-G:13 and Chapters 400 and 500 of the Pease Development Authority Site Plan Review and Subdivision Regulations to receive comment and render a final decision regarding the following:

The application submitted by Port City Aircraft Repair Inc. for the subdivision of a 2.24 acre lot with access off Grafton Drive and located on the apron within the Airport Industrial Zone. The remaining lot would consist of 2607 acres constituting the remainder of the undivided Pease Development Authority property.

The application submitted by Port City Aircraft Repair Inc. for site plan approval for property with access off Grafton Drive and located on the apron within the Airport Industrial Zone for the construction of a 275 ft. by 100 ft. hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading/unloading facilities.

Said property is shown on Portsmouth’s assessor Plan 309.

II. Technical Review Committee Report — Jerry Dexter

[Brief review of application, TRC recommendation and status of conditions.]

III. Comments from the Public — Chairman Bartlett

“The PDA will now accept testimony from members of the public who wish to speak either in favor or in opposition to the proposal.”

IV. Close the Public Hearing Portion of the Meeting — Chairman Bartlett

“There being no further comment from the public, I will now close the public hearing portion of this meeting.”

V. Motion/Discussion & Questions — Board Members

Chairman Bartlett: “May I have a motion from the Board?”
Director Preston’s Motion: Having duly scheduled, noticed and held a public hearing on Port City Aircraft, Inc.’s application for Subdivision and Site Plan Approval, the PDA Board of Directors resolves as follows:

a) To approve Port City Aircraft, Inc.’s application for subdivision and site plan with the following conditions:

1. The hangar and fuel farm areas are to be connected to the city of Portsmouth’s Master box for fire alarm system for emergency response purposes.

2. Consideration be given to widening the site access drive to 24 feet.

3. Review the truck turning template/radius at the site access drive intersection with Grafton Drive with PDA Engineering and the City of Portsmouth’s Traffic Engineer, John Burke.

4. Provide signage to identify truck access routes to the facility.

5. Review proposed monitoring well locations with the city of Portsmouth.

6. Monitor site drainage to ensure no negative impacts result to adjacent properties (e.g. T-Hangar #3).

Chairman Bartlett: “Is there a second?” “Is there any discussion on the motion?”

VI. Vote on Motion

[MOTION REQUIRES 5 VOTES TO CARRY]
September 12, 2001

Mr. Richard Collier
Port City Aircraft Repair, Inc.
44 Durham Street
Portsmouth, NH 03801

Re: Amendment to Right of Entry - 104 Grafton Drive
Pease International Tradeport, Portsmouth, NH

Dear Mr. Collier:

This letter will amend and extend the Right of Entry ("ROE") granted to Port City Aircraft Repair, Inc. ("Port City") dated June 7, 2001, as amended July 10, 2001, August 3, 2001 and September 9, 2001. The ROE is amended to authorize Port City and/or its agents to enter upon the premises as more particularly shown as Exhibit A of the ROE for the purpose of undertaking therein, at its sole risk and expense site work in accordance with the Site Review Agreement between PDA and Port City made effective August 28th, 2001. This ROE, as amended will expire at midnight on October 15th, 2001, unless otherwise extended by agreement of Port City and Pease Development Authority.

This authorization is conditioned upon the following:

1. Port City’s agreement that before commencement of any site work that Port City and/or its agents will notify the PDA Engineering Department and PDA’s Airport Operations Manager and abide by such restrictions or requirements as may be imposed in relation to such work.

2. All other terms and conditions of the Right of Entry dated June 7, 2001, as amended shall, remain in full force and effect.

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

Very truly yours,

George R. Meyer
Executive Director

Agreed and accepted this 12 day of September, 2001

PORT CITY AIRCRAFT REPAIR, INC.

By: duly authorized
Ms. Cathy Stacey, Registrar
Rockingham County Register of Deeds
P.O. Box 896
Kingston, NH 03848

Re: Subdivision Plan for Port City Aircraft Repair, Inc.
Pease International Tradeport, Portsmouth, New Hampshire

Dear Ms. Stacey:

Attached please find the subdivision plan for Port City Aircraft Repair, Inc., Pease International Tradeport, Portsmouth, New Hampshire, which is being presented for recording pursuant to Part 505.01 of the Pease Development Authority Subdivision Regulations enacted under RSA-G:10, II. The Subdivision Applicant was Pease Development Authority.

To the extent any fee is required in connection with this filing, please note that RSA 12-G:11, I provides that PDA shall not be required to pay "any recording fee or transfer tax on account of any instrument recorded by it on in its behalf." If you have any questions regarding this matter, please feel free to contact me.

Thank you for your attention to this matter.

Very truly yours,

Elynn Marie Hinchey
General Counsel

LMH:msa
Enclosure

cc George R. Meyer, Executive Director
    Gerald H. Dexter, Engineering Director (w/encl.)

(BCC FILE NOTE: ROCK, SS REG OF DEEDS PLAN # D-_______ _______

place date)
December 21, 2001

Richard Collier  
President  
Port City Aircraft Repair  
44 Durham Street  
PO Box 3177  
Portsmouth, NH 03802-3177

Re: Airbase Portsmouth Project Schedule

Dear Richard:

It is our understanding that some major changes are being considered with regard to constructing the Airbase Portsmouth project. The changes being contemplated will require revising several documents, including:

- Lease  
- Site Plan  
- Subdivision Plan

In order to meet your project schedule, beginning construction in late March 2002, there are several submissions and approvals that must occur over the next three months. Attached is a schedule to assist you and your consultants to achieve your goal of a late March 2002 construction start.

If you have any questions, please call me at your convenience at 427-2836.

Sincerely,

Gerald H. Dexter, P.E.
Director of Engineering

cc: George R. Meyer  
    Lynn M. Hinchee  
    Mark Rowell  
    Ed Stead

N:\ENGINEER\PROJECTS\airbasePortCityAir\ProjectSchedule.doc
PORT CITY AIRCRAFT

Proposed Schedule – Project Approvals

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 24, 2002</td>
<td>Lease Amendment Approval</td>
</tr>
<tr>
<td>February 4, 2002</td>
<td>Plans &amp; Applications to PDA Engineering (Site Plan &amp; Subdivision)</td>
</tr>
<tr>
<td>*February 19, 2002</td>
<td>Technical Review Committee Public Hearing</td>
</tr>
<tr>
<td>March 7, 2002</td>
<td>PDA Board Public Hearing</td>
</tr>
</tbody>
</table>

*Dependent on availability of City representatives. Meeting could be held as late as February 26, 2002 and support a March 7, 2002 Board Hearing.
Port City Aircraft Repair, Inc.
Proposed Lease Changes

1.1 In the Airport Industrial Zone, approximately 4.26 acres of apron area and adjacent unimproved land and any and all,... consisting of 209,590 square feet as shown on exhibit A...

1.1A.
(1) 185,704 square feet of apron space immediately adjacent to the Premises...
(2) {DELETE}

1.3(2) Building 307... square feet. {DELETE}

A temporary modular structure not fully compliant with PDA Minimum Standards’ space requirements will be accepted as meeting the intent of the Standards as an interim terminal during the period of Phase 1 construction so long as terminal operational requirements of the Minimum Standards (Article 2.d) are complied with.

1A.1. Sublessee will utilize Building 307 during construction as it sees fit until Sublessee demolishes it.

<table>
<thead>
<tr>
<th>Event</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Site Plan Submission to Sublessor</td>
<td>Jan 24, 2002</td>
</tr>
<tr>
<td>Completion of Final Design</td>
<td>Need to discuss</td>
</tr>
<tr>
<td>Commencement of Construction</td>
<td>April 15, 2002</td>
</tr>
<tr>
<td>Completion of Construction</td>
<td>March 31, 2003</td>
</tr>
</tbody>
</table>

(1) a Facility with a footprint of approximately 34,930 square feet...

1A.5. In the event Sublessee does not... within 48 months

The Sublessee is granted an option on a leased ramp area (Phase 3) consisting of approximately 1.62 acres contiguous with and directly north of the Phase two parcel of the demised premises, and an operating ramp area of approximately 2.09 acres, north of and contiguous with the demised Phase 1 & 2 ramp area, as shown on Exhibit A. Lease rate will be the same as the rate applying to the basic premises, and will follow all terms and conditions thereof. The leased ramp will be utilized for hangar and/or support structures, as required, and for the parking and driveways required for access and service.

3.1. Ground Rent shall commence on the earlier to occur of the following events: (i) occupancy certificate or (ii) September 15, 2003...
Notwithstanding any other provision... on or before sixty (60) months...

3.5. It is the intent... expiration of that agreement. {DELETE}

4.5. (Will High Tech side letter still apply, or should the terms of that letter be entered here?)

4.9.(1) The following shall be EXCLUDED from “Gross Receipts”:

   Avionics exclusion - I know that there is provision for this, but cannot find the reference.
   g. Aircraft catering, snack foods, and employee cafeteria sales and services.

4.A.2. ...or (ii) forty-eight (48) months...

9.1. The sole purpose for which Sublessee may use...Limited-Service-Avionics Specialty Operator and aircraft catering, and snack food vending and employee cafeteria and customary and accessory...

16.4(b) If the total insurance proceeds exceed the amount required to pay the cost of all construction when completed, the Sublessor shall endorse any balance of insurance proceeds remaining after all reconstruction has been completed, approved, and paid, to Sublessee.
I. Call to Order

Chairman Bartlett called the meeting to order at 9:00 a.m., in the first floor conference room, 360 Corporate Drive, Pease International Tradeport.

Chairman Bartlett indicated that Director Allard will be participating by phone in accordance with the PDA Bylaws.

II. Acceptance of Minutes: January 24, 2002

Mr. Preston moved the motion; and Mr. Nickless seconded to accept the minutes of January 24, 2002. Disposition: Resolved by unanimous vote; Mr. Bohenko abstained, motion carried.

III. Old Business

A. Port City Aircraft Repair, Inc.

Mr. Allard moved the motion; and Mr. Nickless seconded that in accordance with the request of Port City Aircraft Repair, Inc. for the property located at 104 Grafton Drive and the provisions of Part 407.01 of the PDA Land Use Controls, the Board of Directors hereby approves an extension of Port City’s site plan approval for a period of six (6) months. Discussion: Mr. Meyer indicated this is approval for a major modification to the Fixed Base Operator site plan; more property; bigger building. Disposition: Resolved by unanimous roll call vote; motion carried.

B. 230 Corporate Drive - Conceptual Plan Amendment

Mr. Loughlin moved the motion; and Mr. Bohenko seconded that whereas, at its January 24, 2001 meeting, the Pease Development Authority Board of Directors approved a conceptual plan and rendering of a 30,000 square foot facility to be constructed at 230 Corporate Drive by The Kane Company; and

Whereas, The Kane Company has revised its conceptual plan and rendering and has submitted a new conceptual plan and rendering to the Board for consideration;
MEMO

To: Technical Review Committee Members

From: Jerry Dexter

Subject: TRC Meeting – March 26, 2002

Date: March 15, 2002

There will be a Public Meeting of the Pease Development Authority (PDA) Technical Review Committee at 10:00 a.m. on March 26, 2002 in the PDA Board Room at 360 Corporate Drive, to consider the following agenda items:

- Preliminary and Final (Revised) Subdivision Plan Review for Port City Aircraft Repair’s apron lot off Grafton Drive.
- Site Plan Review for Port City Aircraft’s proposed revised Site Plan.

Attached are copies of the plans, which have been submitted for the Committee’s technical review. Please note that in the case of both the subdivision and site plans that these are revisions of plans previously approved by the TRC.

If you cannot attend the meeting, please have a representative from your department attend to ensure that we have a quorum present for the hearing.

Thank you for your assistance.
### Pease Development Authority
### Site Review Application

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Port City Aircraft Repair, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>44 Durham Street, Hangar 213</td>
</tr>
<tr>
<td></td>
<td>Portsmouth, NH 03801</td>
</tr>
<tr>
<td>Phone:</td>
<td>603-430-1111</td>
</tr>
<tr>
<td>Other interested Parties:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Site Location:</td>
<td>General Aviation</td>
</tr>
<tr>
<td>Zone:</td>
<td>Airport</td>
</tr>
<tr>
<td></td>
<td>Industrial</td>
</tr>
<tr>
<td>Individual in Charge of Project:</td>
<td>Ed Stead</td>
</tr>
<tr>
<td>Address:</td>
<td>44 Durham Street, Hangar 213</td>
</tr>
<tr>
<td></td>
<td>Portsmouth, NH 03801</td>
</tr>
<tr>
<td>Change of Use:</td>
<td>Yes [ ] No [X]</td>
</tr>
<tr>
<td>Exiting Use:</td>
<td>Proposed Use: Hangar</td>
</tr>
<tr>
<td>Description of Project:</td>
<td>Construct Phase 1 hangar, associated maintenance building and terminal building; erect fuel tank farm.</td>
</tr>
</tbody>
</table>

**Attachments (Check as Applicable):**
- [ ] 9 stamped copies of site plan
- [ ] Original Mylar
- [ ] Base Application Fee
- [ ] Abutters’ List
- [ ] Copy of Building permit application
- [ ] Copies of approvals for required state/federal permits

I hereby apply for Site Review and Acknowledge I will comply with all regulations and any conditions established by the Review Committee(s) and PDA Board in the development and construction of this project.

Applicants Signature: [Signature]
Date: 18 MAR 2002
Applicant: Port City Aircraft Repair, Inc.
Address: 44 Durham St., Hangar 213, Portsmouth, NH 03801
Telephone: 603-430-1111

Other Concerned Parties: 
Address: 
Telephone: 

CHECK ONE:
Subdivision: Lot Line Change: X Lot Line Verification: 
Location: Southwest corner of general aviation area
Zoning District: Airport Industrial Zone
Assessor Plan & Lot No.: 199 Building No.: 
Total Existing Lots: 
Lot Area Existing: 97,647 Sq. Ft.
Created: 

(Signature of Applicant)

Note: This application, together with a complete plat plan and sixteen (16) blue or black line copies thereof, must be filed with the Pease Development Authority (PDA) Building Inspector no later than the third Tuesday of the month in order to appear at the next regular meeting of the municipal Planning Board, if such referral is required. The signed mylar will be held by PDA for filing at the Registry of Deeds, and the following fees must be submitted before said plan is signed. Initial application fee per lots involved is as follows: Nonresidential Subdivisions $200.00 + $75.00 per lot; Lot line change $100.00 these are payable to PDA. Also, fee payable to Registry of Deeds is as follows: Mylar recording 8 1/2" x 11" = $7.00; 11" x 17" = $7.00; 11" x 22" = $11.00; and 22" x 34" = $19.00. Cost of notifying abutters (postage and advertising) and additional staff time will be billed separately as per Part 504.02 of the Subdivision Regulations.
I. Call to Order:

Chairman Dexter called the meeting to order at 10:05 a.m. in the first floor conference room at the Pease Development Authority, 360 Corporate Drive, Portsmouth, New Hampshire.

II. Application for the revised site plan approval

Mr. Dexter reviewed the application submitted by Port City Air Craft Repair Inc. for the revised site plan approval for property with access off Grafton Drive and located on the apron within the Airport Industrial Zone for the construction of a 275 ft. by 100 ft. hangar, maintenance and terminal building with related site work, utilities and associated improvements including fuel loading/unloading facilities.

III. Application for lot line adjustment

The application submitted by Port City Aircraft Repair Inc. for a lot line adjustment adding 2.47 to the existing 2.24 acre lot known as 104 Grafton Drive resulting in a lot size of 4.71 acres; and deleting 2.47 acres from the undivided Pease Development Authority property leaving approximately 2583 acres. The property at 104 Grafton Drive is located on the apron within the Airport Industrial Zone.

Mr. Dexter noted for new committee members that this is both the site plan and the subdivision plan that contain revisions to existing plans which were approved previously through a public hearing process with this committee and the Board of Directors at the TRC meeting held in July of 2001. The plans were approved with stipulations which are in the record and Port City Air Craft Repair Inc. has agreed to all the stipulations. We are focusing on the changes to those existing plans at this point.

Mr. Dexter asked the applicant to provide the committee with the presentation to highlight those changes.

Keith Kallberg of Roaring Brook Consultants, presented application on behalf of Port City Air Craft Repair Inc. He explained the changes to the site plan and lot line adjustment. Mr. Kallberg showed the potential/future area for development
and addressed concerns from the previous plan regarding the utilities corridor, Phase I, Phase II, grading & drainage improvements, traffic flow, and airport security.

Mr. Dexter asked if the public wished to comment on the project. Bill St. Laurent, Sherburne Civic Association, asked for clarification of an area of the plan regarding widening the lot lines and open space. Mr. Kallberg explained the operational space would provide room to work and bring the utilities into a corridor. Jim Jackson asked if the water drainage would improve, and Mr. Kallberg addressed the intent of drainage.

Mr. Dexter closed the public hearing and asked for questions/comments from the committee.

Dave Holden referenced the utility corridors and easements and discussed the major improvements in the plan.

Dave Holden moved the motion and Mr. Cravens seconded to approve the site plan with stipulations. Disposition: Resolved by unanimous vote.

Mr. Holden & Mr. Cravens discussed the City’s responsibility and requested detail for underground tanks. Mr. Dexter asked for resubmission along with or prior to building permit application phase.

The Committee discussed items that should be accomplished:

- Proposed turn radius
- Site distance along Grafton
- Some widening at the throat of the access drive is desirable, from 21 to 24 feet, but no trees would be removed
- Install Signs for trucks turning and entering

There will be no change in use or time of operations (6 a.m. to 10 p.m.), with approximately three deliveries per week

Mr. Dexter moved the motion with stipulations including:

- Highlight the fact that these are private utility systems from where they connect to the public with the exception of the water line which is next to the site
- An easement needs to be written up and approved by both the TRC Committee and the city to allow the city to do maintenance on the public water line
- Provide details on the water storage tanks for fire suppression
- The previous stipulations will be fulfilled.
Mr. Dexter moved the motion and Mr. Holden seconded to approve the subdivision plan as presented. Disposition: Resolved by unanimous vote; motion carried.

Mr. Kallberg provided a brief review of the proposed changes on the two lots upon Mr. Holden’s request.

Mr. Dexter moved the motion to approve as submitted. Disposition: Resolved by unanimous vote; motion carried.

Mr. Dexter informed those in attendance that the approval recommendation of this committee will be presented in another public hearing at the April 11, 2002 PDA Board of Directors meeting at the end of that meeting. The meeting starts at 8:30 a.m. This will be the last agenda item at the meeting and the PDA Board takes the final action.

IV. Adjournment

Mr. Dexter moved the motion and Mr. Holden seconded to adjourn the meeting. The meeting was adjourned at 10:30 a.m.
MEMORANDUM

To: PDA Board of Directors

From: Jerry Dexter, Director of Engineering

Date: April 5, 2002

Subject: Pease Technical Review Committee Meeting

The Pease Technical Review Committee (TRC) met on Tuesday, March 26, 2002 to consider the following two applications:

1) Port City Aircraft Repair, Inc.'s application for preliminary and final revised site plan review.
2) Port City Aircraft Repair, Inc.'s application for preliminary and final subdivision lot line adjustment.

A report of the meeting is attached for your information.

After a thorough presentation of the revised plan, and receiving public comment, the committee resolved unanimously to recommend approval of the Port City revised site plan, with the stipulations noted in the attached meeting minutes.

The TRC resolved unanimously to recommend approval of the subdivision plan (lot line adjustment) as presented.
of coordinating and apportioning responsibilities of the management of the commercial and recreational interest areas at Rye Harbor and Hampton Harbor Marinas, all in accordance with the memorandum from Mark H. Gardner, Staff Attorney, to the PDA Board dated April 8, 2002 and subject further to the approval of the NH Attorney General’s Office and the Governor and Executive Council. Discussion: Chairman Bartlett explained this represents shared responsibilities by DRED (recreation) and DPH (commercial). Disposition: Resolved by unanimous vote; motion carried.

C. NH Employment Security

Dave Mullen introduced Marty Capodice; Mr. Capodice made a presentation to the Board regarding employment figures and the rate of growth for U.S., State of NH, Rockingham County, City of Portsmouth and Pease; pointed out Pease is always looked at by economists because it is a very important part of NH’s economy. Discussion regarding the tracking of net jobs at Pease, Mr. Capodice indicated difficult to track jobs coming to Pease from surrounding community and vice versa.

XII. Next Meeting: May 9, 2002 at 8:30 a.m.

XIII. Public Hearing

A. Port City Aircraft Repair, Inc.

Chairman Bartlett called the Hearing to order at 11:45 a.m.. The Public Hearing is for the application of Port City Aircraft Repair, Inc for subdivision and site plan approval.

Mr. Dexter provided the Technical Review Committee Report of their meeting of 3/26/02. Mr. Dexter named the participants from the City of Portsmouth on the Tech Committee; summarized the lot line change and the footprint of the facility; two people spoke at meeting Mr. St. Laurent and Mr. Jackson and the Committee responded to their concerns. Mr. Dexter referenced the only stipulation regarding Grafton Rd. and easement for water line access. Discussion regarding location of tanks, and access of old Sherburne Rd. not changing tree line.

Chairman Bartlett opened the meeting for public comment: Mr. St. Laurent from Sherburne Civic Association, referenced the original meeting and only dealing with the increase lot size, another concern beyond no larger planes then already serviced coming, concern for hours of operation at night, concerned left up to Port City on how they deal with night noise and previous vote of the Board, not objecting to site for an airport facility, but feel PDA should be concerned about noise, concerned about outside noise and hours of operation.
Ms. MacDonald, resident of Newington, concerned that Board give great study to the noise impact on the community, Pan Am presently conducts maintenance all night.

Mr. Holden, member of Tech. Review Committee; aware of PDA's efforts to abate noise with placement of berms, tree vegetation and would like to see that these are augmented.

Chairman Bartlett closed the hearing at 12:00 noon.

Mr. Preston moved the motion: and Mr. Allard seconded that having duly scheduled, noticed and held a public hearing on Port City Aircraft, Inc.'s application for Subdivision Lot Line Adjustment and Revised Site Plan Approval, the PDA Board of Directors resolves as follows:

a) To approve Port City Aircraft, Inc.'s application for Subdivision Lot Line Adjustment and Revised Site Plan with the following conditions:

1. Highlight the fact that these are private utility systems from where they connect to the public system with the exception of the water line, which is on the site.

2. An easement needs to be written up and approved by both the PDA and the city to allow the city to do maintenance on the public water line.

3. Provide details on the water storage tanks for fire suppression.

4. The previous stipulations will be fulfilled.

Discussion: Mr. Loughlin requested that Mr. Holden's comments be considered, Board consensus that the staff will work with Mr. Holden. Mr. Preston pointed out that all the comments regarding noise are shared by the Board. Ms. Lamson pleased with Mr. Holden's comments because going to the source. Disposition: Resolved by unanimous roll call vote; motion carried.

XIV. Public Comment

Attorney Shaines, Granite State Minerals, cited Mr. Meyer's comments, realize competing issues Board must deal with, basic problem client has with the Port having a long term contract is that is puts the state into competition with private enterprise. Bill Creighton quoted original rates, still feel when use present rates Port is still the lowest; policy decision if Port should dedicate itself to long term storage with one company, will limit cargo over Port. Port is
July 26, 2002

Mr. Edward Stead
7 Hutchins Cove Dr.
Kittery, ME 03904

Via FAX: 207-439-6866

Dear Mr. Stead:

This letter confirms that Port City Aircraft Repair, Inc. currently meets the minimum land and facility requirements to operate as a full-service fixed base operator on an interim basis until construction of the permanent facilities is completed.

Sincerely,

Mark K. Rowell
Airport Manager
AMENDMENT NO. 1 TO SITE REVIEW AGREEMENT

WHEREAS, Pease Development Authority ("PDA") and Port City Aircraft Repair, Inc. ("Port City") entered into a Site Review Agreement dated August 28, 2001 for property described in a Site Plan dated February 21, 2000 and updated on July 16, 2001, consisting of thirteen (13) sheets, and entitled, "Site Plan Airbase Portsmouth for Port City Aircraft Repair, Inc." and prepared by Roaring Brook Consultants 15 Sewall Road, South Berwick, Maine 03908 (the "Site Plan"). The Site Plan concerns the development of property located at Pease International Airport in Portsmouth, New Hampshire 03801 (the "Subleased Premises").

WHEREAS, PDA has agreed to permit Port City to commence site preparation work in connection with the construction of a fuel farm.

WHEREAS, Port City has issued a Letter of Credit to PDA in the amount of $100,000 to guaranty site work or site restoration work as called for under the Site Review Agreement.

WHEREAS, PDA and Port City have agreed that Port City will post an additional $50,000 in security for the completion of site work in connection with the construction of the fuel farm.

WHEREAS, Port City’s Site Plan dated February 21, 2000 and updated on July 16, 2001 ("Site Plan") has been revised further;

WHEREAS, the Site Review Agreement is set to expire on August 28, 2002 and PDA and Port City have agreed to extend the Site Review Agreement through August 27, 2003;

NOW THEREFORE, PDA and Port City agree to amend the Site Review Agreement as follows:

1. A. Port City will post or submit an additional performance bond, irrevocable letter of credit (from a recognized bank or savings/loan institution) or other form of security suitable to the PDA Board in the amount of Fifty Thousand Dollars ($50,000) as additional security for site work in connection with the construction of the fuel farm.

   B. Port City will have until August 27, 2002 to produce performance and payment bonds (or another form of security satisfactory to PDA) to cover the scope of the site work in connection with the fuel farm. In the interim, PDA will accept the personal Guaranty of Robert Jeserum to cover the scope of said fuel farm site work. Robert Jeserum agrees to sign an amendment to the Personal Guaranty he granted to PDA on August 28, 2001 to extend the scope of the Guaranty to cover the site work in connection to the fuel farm. In the event Port City does not produce performance or payment bonds (or another form of security satisfactory to PDA) on or before August 27, 2002, Robert Jeserum agrees to provide PDA with a $50,000 Letter of Credit or cash as security for the fuel farm site work.
2. Security for uncompleted additional site work, as called for under the Site Plan and Site Review Agreement, shall be provided in an amount to be determined by PDA. Port City must provide PDA with a performance bond (or other form of security suitable to the PDA Board) prior to commencing any aspect or portion of such additional site work. Said security shall bear an expiration date no earlier than August 28, 2003 and shall be extended, as required, until all site work is complete.

3. The Site Review Agreement is amended to include the supplement to the Site Plan entitled “Site Plan Port City Air, Repair, Inc. Phase 1 Hangar Facility & Fuel Farm Pease Airport, Portsmouth, New Hampshire” dated June 21, 2002.

4. Port City agrees to extend this Site Review Agreement and the related security through August 27, 2003 or such additional time as is required to guaranty the completion of all work required to be performed thereunder. Port City may secure its performance hereunder by the provision of payment and performance bonds issued in connection with the construction work associated with second FBO project, provided such performance and payment bonds specifically cover the entire scope of the work required under the Site Review Agreement, as amended.

5. All other terms and conditions of the Site Review Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, PDA and Port City hereto intending to be legally bound have set their respective hands to this Agreement, effective ________________, 2002.

WITNESS: PORT CITY AIRCRAFT REPAIR, INC.

______________________________
By: ____________________________
Its: ____________________________

WITNESS: PEASE DEVELOPMENT AUTHORITY

______________________________
By: ____________________________
Its: Executive Director
RE: PORTSMOUTH: Port City Aircraft Repair, Inc., 104 Grafton Drive; Incompleteness of Plans and Specifications: Aboveground Petroleum Storage Tank (AST) Facility

Dear Mr. Collier:

On 16 August 2002, the New Hampshire Department of Environmental Services (DES) received revised plans and specifications for four proposed double wall aboveground storage tanks (ASTs) to be located at Port City Aircraft Repair, Inc. The plans do not provide sufficient detail to demonstrate compliance with the applicable regulations, Env-Wm 1402, Control of Aboveground Petroleum Storage Tank Facilities (AST Rules). No work on the tank installations shall take place until the plan is approved and the new systems shall not be used before operational approval is obtained. Before the plan can be approved and installation commences, the items indicated below must be addressed and additional information submitted.

The following additional information, amendments, and clarifications must be provided. These items will help communicate DES' requirements to the installer, with the intent of decreasing the likelihood of a fire and/or an accidental release that could impact surface waters, soil, and/or groundwater.

1. The National Fire Protection Association Code for Motor Fuel Dispensing Facilities and Repair Garages (NFPA 30A), Chapter 4.3.2.4 requires a minimum tank setback distance of 50-feet from the nearest fuel dispensing device. DES will not approve construction that contradicts a NFPA standard unless a waiver of that specific standard and these specific plans are obtained from the State Fire Marshall.

2. Env-Wm 1402.19 of the AST Rules requires stainless steel piping to be Schedule 20 or greater. The revised plans specify Schedule 10, Type 304, stainless steel and a waiver request has been submitted to DES requesting that its use be allowed. The request is currently being reviewed and DES will issue a written response indicating approval or disapproval within 60-days.

It is necessary that you provide the municipal fire chief with a copy of the completed/amended application pursuant to the requirements of RSA 541-A:22. DES appreciates your efforts to comply with the AST program. Should you have any questions concerning the content of this letter or any aspects of the AST program please contact me at (603) 271-6058 or by e-mail at mjuranty@des.state.nh.us.

Sincerely,

Michael W. Juranty, P.E.
Oil Remediation and Compliance Bureau

cc: Christopher P. Williams, P.E.
Donald P. Bliss, State Fire Marshal
Jerry Dexter, P.E., Pease Development Authority
Portsmouth Fire Chief
AST file
Maria Stowell

From: Maria Stowell [Windows/pdaadmin/Maria]
Sent: Wednesday, September 04, 2002 8:16 AM
To: Bill Hopper
Subject: RE: Port City

They need a site review agreement (including bonding), a bldg permit and DES approval for their fuel farm. And those are just the ones I know about.

-----Original Message-----
From: Bill Hopper
Sent: Wednesday, September 04, 2002 9:00 AM
To: Maria Stowell
Subject: RE: Port City

Thanks Maria. Are they going to be starting soon? Or are they in the same old thumb-twiddling mode?

-----Original Message-----
From: Maria Stowell
Sent: Wednesday, September 04, 2002 8:12 AM
To: Bill Hopper
Subject: RE: Port City

from what I gathered, no one minds if they use trailers

-----Original Message-----
From: Bill Hopper
Sent: Wednesday, September 04, 2002 7:09 AM
To: Maria Stowell
Subject: RE: Port City

Are there any updates on this?

-----Original Message-----
From: Maria Stowell
Sent: Wednesday, August 14, 2002 1:41 PM
To: Jerry Dexter; George Meyer; Lynn Hinchee; Bill Hopper
Subject: Port City

Ken Lamoreaux, Port City's engineer, says Port City is having a problem with using the block building for a temp office. They have discovered that the new road to the site will take out the septic system. Now, they'd like to use Trailers for temporary operations and not deal with renovating the bldg. They would like to hook the trailers up to a sewage holding tank and pump when necessary. I mentioned they could do the same thing with the block bldg but I suppose they're trying to avoid the renovations. Have any of you heard of this plan? Do you want to ask the Board to approve trailers (like we did with Lonza)?
Richard Collier
Port City Aircraft Repair Inc.
P.O. Box 3177
Portsmouth, New Hampshire 03802-3177

RE: PORTSMOUTH, Port City Aircraft Repair Inc., 104 Grafton Drive; Approval of Plans and Specifications for Aboveground Petroleum Storage Tank (AST) Facility

Dear Mr. Collier:

The New Hampshire Department of Environmental Services (DES) received revised plans for two 20,000-gallon and one 12,000-gallon AST proposed for the subject facility on 25 September 2002. Those plans were revisions to those originally submitted on 16 August 2002. The plans are hereby approved pursuant to Env-Wm 1402, Control of Aboveground Petroleum Storage Facilities (AST Rules). The approval is subject to the conditions listed below:

1. In accordance with Env-Wm 1402.17(f) of the AST Rules, this approval shall be valid for one year from the date of issuance. If installation has not been initiated within one year of the date at the top of this letter, the approval shall lapse. Submitting a waiver request in accordance with Env-Wm 1402.36 of the AST rules can extend this period. DES must receive the request before the approval lapses.

2. You shall contact DES prior to introducing petroleum into the tank(s) to arrange for an inspection of the installation, ensuring that it has been installed according to the approved engineering plans.

3. You are reminded that all joints on steel piping greater than one-inch in diameter shall be welded or welded flange pursuant to Env-Wm 1402.19(g) of the AST Rules. DES permits threaded connections to fittings that are routinely manufactured with threaded fittings such as small diameter (2-inches or less) valves. Couplings and elbows joining two runs of piping together shall be welded.

4. No substantial design changes shall be allowed without prior approval from DES. Minor, unexpected changes will be addressed via phone and facsimile communications. Substantial design changes will require the design engineer of record to submit revised plans for approval.

5. The owner shall submit a completed AST registration form, (copy enclosed), to DES prior to receiving operational approval of the new AST, pursuant to Env-Wm 1402.05 of the AST Rules.

6. Installation shall be performed in strict compliance with the manufacturer's installation requirements and applicable industry codes (NFPA 30 and API 2610).

7. A spill prevention control and countermeasure (SPCC) plan shall be prepared in accordance with federal regulation (40 CFR 112). As required by 40 CFR 112.3 (d), the SPCC plan shall be prepared and certified by a licensed professional engineer and be in place within six months of the tank becoming operational.
Port City Aircraft Repair Inc.
25 September 2002

8. The State of New Hampshire or DES shall incur no liability by reason of this plan review or this proposed facility. The comments in this letter are based on plans and specifications supplied by the site owner or responsible party. This plan review does not guarantee the adequacy of the approved plan nor does it supersede any local ordinances or regulations.

9. This plan review in no way constitutes an endorsement or approval of any material, design, or workmanship, but only that the plans and specifications as submitted fulfill the intent of the AST Rules. Regardless of the comments contained herein, the owner is obligated to install the system according to acceptable engineering design and construction practices. The owner shall also be responsible for any damages and regulatory fines due to spilled or leaked petroleum caused by faulty design or poor workmanship.

10. State law does not preempt local authority. You shall notify the appropriate local officials and comply with any local ordinances and permitting requirements. This includes building permits, notification to the fire department, and any local approvals and inspections.

The owner shall also be responsible for any damages and regulatory fines due to spilled or leaked petroleum caused by non-compliance, faulty design, or poor workmanship. The State of New Hampshire shall not incur any liability as a result of any spill, leak, failure, or damage of any kind related to the aboveground storage facility.

DES appreciates your efforts to comply with the AST program. Should you have any questions concerning the content of this letter or any aspects of the AST program please contact me at (603) 171-6058 or by e-mail at mjuranty@des.state.nh.us.

Sincerely,

Michael W. Juranty, P.E.
Oil Remediation and Compliance Bureau
# Pease Development Authority
## Building Permit Application

<table>
<thead>
<tr>
<th></th>
<th>PDA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Applicant:</td>
<td>Port City Aircraft</td>
</tr>
</tbody>
</table>
| 2. Address: | Hangar 212  
44E Harram Street  
Portsmouth, NH 03802-3177 |
| 3. Phone: | (603) 430-1111 |
| 4. Other Interested Parties: | The Sheridan Corporation |
| 5. Address: | P.O. Box 359  
Fairfield, Me. 04937 |
| 6. Phone: | (207) 453-9311 |
| 7. Location of Work: | 104 Grafton Drive  
Pease International Tradeport |
| Zone: | Airport |
| Est. Cost of all Construction: | $ 3,300,100. |
| 8. Lot Dimensions: | See Plan  
Front: See Plan  
Rear: same  
Lf: same  
Rt: same |
| 9 Existing Use: | Airport Parking  
10. Proposed Use: | Aircraft Service Hangar  
Fuel Farm & Parking |
| 11. Size of ALL Existing Structure(s) - (for 3 or More Structures Attach Sheet) | n/a new facility |
| Structure 1: x | Bldg. Foot Print Area:  
Stories:  
Basement: n/a |
| Structure 2: x | Bldg. Foot Print Area:  
Stories:  
Basement: n/a |
| 12. Size of ALL Proposed Structure(s) - (for 3 or More Structures Attach Sheet) |  
Structure 1:  
Hangar-see plan  
Bldg. Foot Print Area: 30,800 sf.  
Stories: 1 & 2  
Basement: n/a  
Structure 2:  
Fuel farm-see plan  
Bldg. Foot Print Area:  
Stories:  |
| 13. Proposed Yard Setbacks | Bldg. 1: see plan  
Front:  
Rear:  
Lf:  
Rt:  
Bldg. 2: see plan  
Front:  
Rear:  
Lf:  
Rt: |
| 14. Provide complete Description of Work to be Done (be specific, attach sheet if required): | To construct a new aircraft maintenance hangar with attached shop, office and 2 story terminal building and nearby fuel farm. The hangar and attached structures are to be pre-engineered steel buildings including utilities, interior finishes, site work, access road, fuel farm, fencing, etc. as shown on enclosed plans. |
| 15. Contractor: | The Sheridan Corporation  
Address: 33 Sheridan Dr. Fairfield  
Phone: (207) 453-9311 |
| 16. Existing Building data: Check if Applicable type(s) NA% |  
Foundation: Stone [ ]  
Block [ ]  
Concrete [ ]  
Other [ ]  
Floor Framing: Wood [ ]  
Steel [ ]  
Concrete [ ]  
Concrete [ ]  
Wall Framing: Wood [ ]  
Block [ ]  
Metal [ ]  
Roof Framing: Wood [ ]  
Steel [ ]  
Concrete [ ]  
Roof Type: Flat [ ]  
Pitched [ ]  
Fire Protection System: No [ ]  
Yes [ ]  
Local [ ]  
Master [ ]  
Contractor: |
| Sprinkler System: No [ ]  
Yes [ ]  
Wet [ ]  
Dry [ ]  
Contractor: |
| 17. BOCA Use Group Classification: | Hangar S-1  
BOCA Type of Construction Classification: |

Office & other = B
18. Proposed Building/Addition/Renovation Data: (Check Applicable Type(s))

Foundation: Block [ ] Concrete [x] Other [ ] Depth below grade: 4'

Floor Framing: Wood [x] Steel [ ] Concrete [x]

Wood joist size: 
Wood joist spacing: Max joist span (distance between supports):

Outside Wall Framing: Wood [ ] Steel [x] Block [ ] Concrete [ ]

Wood stud size: 
Wood stud spacing:

Ceiling/Roof Framing: Wood [ ] Steel [x] Concrete [ ]

Roof Type: Flat [ ] Pitched [x] 1/4:12 single slope

Wood rafter size: 
Wood rafter spacing: Max rafter span (distance between supports):

Lumber species used: Spruce [ ] HerrnFir [ ] Other (specify)

Insulation Amount: Walls: 4" Ceiling: 6" Floors: n/a

Fire Detection System: No [ ] Yes [x] Local [ ] Master [ ] # Heat detectors: see sprinkler & electrician plans

# Smoke detectors: Contractor: Po-Polk Electricians/Eastern Fire Protection

Sprinkler System: No [ ] Yes [x] Wet [x] Cry [ ]

Contractor: Eastern Fire Protection

19. Plumbing Work: No [ ] Yes [x] Contractor: Eastern Mechanical

20. Electrical Work: No [ ] Yes [x] Contractor: Po-Polk Electricians

21. Existing Site Characteristics:

Parking Lot: n/a Overall Dimensions: ft x ft

New site

No. of Spaces: n/a No. of Handicapped:

Access Drives: n/a #: Street Names:

Curb Type: n/a

Drainage System: No [ ] Yes [x] n/a

Sidewalks: n/a Type: Width: ft

Proposed Site Characteristics:

Parking Lot: Overall Dimensions: ft x ft varies - see plan

No. of Spaces: 53 No. of Handicapped: 3

Access Drives: 2 #: Street Names: 104 Grafton Drive

Curb Type: Bituminous & concrete at fuel farm

Drainage System: No [ ] Yes [x] subsurface with catch basins

Sidewalks: Type: paved Width: 5 ft

22. Plans Submitted:

Site [x] Framing [x] Floor [x] Electrical [x] Plumbing [ ]

Eng. Site [x] Rolled Plans [x] Others:

23. I certify that the information given is true and correct to the best of my knowledge. No change from the above information will be made without approval of the Building Inspector. Construction activities shall not commence until the Building Permit is issued.

I realize that when all necessary approvals have been acquired, a building permit may be granted by the Building Inspector to allow construction in conformance with this application and those plans/specifications submitted in support thereof only.

I further acknowledge that the proposed structure or improvements shall not be occupied or otherwise utilized without the issuance of a Certificate of Occupancy and only after all necessary inspections have been requested and completed.

Applicant Signature: Date: 10/2/02
November 15, 2002

Richard Collier
Port City Aircraft
Hangar 213-44E Durham St.
Portsmouth, NH 03802

This letter is to inform you that our agency has completed its review of your Notice of Proposed Construction or Alteration (FAA Form 7460-1) for construction of a hangar building with terminal and maintenance facilities on Pease International Airport. This review was processed as Case 02-ANE-6072-NRA.

Our review has found that this construction would not constitute any hazard to aviation and is compatible with airport development plans. Thank you for coordinating this proposal with our office. Our review does not affect any other permits or approvals you may require from other agencies or state or local bodies of government.

If you have any questions please call me at (781) 238-7612.

Sincerely,

Ralph Nicosia-Rusin
Airport Capacity Program Manager
21 January 2003

Mr. Mark Rowell, Airport Manager
Pease International Tradeport
36 Airline Avenue
Portsmouth, NH 03801

Dear Mark:

We are requesting that PDA eliminate the Minimum Standards requirement that Full Service FBO's provide follow-me services. I feel that there are a number of justifications for request:

► Pease airport is very simple to navigate, having only one major taxiway.
► A follow-me vehicle represents an additional and unnecessary hazard on the movement area.
► There is bound to be a lot of confusion with competing FBO's providing follow-me service, and with confusion comes risk.
► Each FBO will have radio contact with arriving aircraft, and can provide accurate guidance by radio if necessary, as is often done now by the tower, even with the availability of the follow-me vehicle.
► Tying up an employee to provide follow-me service reduces manpower available to provide essential FBO services efficiently to aviators.

I hope that you agree with us that the use of a follow-me vehicle does not provide such value to pilots as to be worth the additional confusion, risk, and reduced service availability as to justify its continuation.

Thank you,

Yours,

Richard B. Collier
President

cc: rml
January 22, 2003

Richard Collier
Port City Aircraft Repair Inc.
P.O. Box 3177
Portsmouth, New Hampshire 03802-3177

RE: PORTSMOUTH, Port City Aircraft Repair Inc., 104 Grafton Drive; Approval of Plans and Specifications for Aboveground Petroleum Storage Tank (AST) Facility No. 200209072

Dear Mr. Collier:

The New Hampshire Department of Environmental Services (DES) received revised plans for two 20,000-gallon Jet A, one 12,000-gallon AVGAS, and one 1,000-gallon MOGAS AST proposed for the subject facility dated January 15, 2003. These plans were revisions to those originally submitted on July 24, 2001. The plans are hereby approved pursuant to Env-Wm 1402, Control of Aboveground Petroleum Storage Facilities. (AST Rules). The approval is subject to the conditions listed below:

1. In accordance with Env-Wm 1402.17(f) of the AST Rules, this approval shall be valid for one year from the date of issuance. If installation has not been initiated within one year of the date at the top of this letter, the approval shall lapse. Submitting a waiver request in accordance with Env-Wm 1402.36 of the AST rules can extend this period. DES must receive the request before the approval lapses.

2. You shall contact DES prior to introducing petroleum into the AST(s) to arrange for an inspection of the installation, ensuring that it has been installed according to the approved engineering plans.

3. The owner shall submit a completed AST registration form, copy enclosed, to DES prior to receiving operational approval of the new AST system(s), pursuant to Env-Wm 1402.05 of the AST Rules.

4. All AST systems shall be marked with the tank numbers corresponding to the tank numbers specified on the registration forms, the product stored, the appropriate NFPA fire rating symbol, and the safe fill height or volume. Tank lettering shall be at least 2 inches in height and in a color contrasting with the color of the tank.

5. You are reminded that all joints on steel piping greater than one-inch in diameter shall be welded or welded flange pursuant to Env-Wm 1402.19(g) of the AST Rules. DES permits threaded connections to fittings that are routinely manufactured with threaded fittings such as small diameter (2-inches or less) valves. Couplings and elbows joining two runs of piping together shall be welded.

6. No substantial design changes shall be allowed without prior approval from DES. Minor, unexpected changes will be addressed via phone and facsimile communications. Substantial design changes will require the design engineer of record to submit revised plans for approval.

7. Installation shall be performed in strict compliance with the manufacturer’s installation requirements and applicable industry codes (NFPA 30 and API 650).
8. A spill prevention control and countermeasure (SPCC) plan shall be prepared in accordance with federal regulation (40 CFR 112). As required by 40 CFR 112.3(a), the SPCC plan shall be prepared and certified by a licensed professional engineer and be in place on or before August 18, 2003.

9. The State of New Hampshire or DES shall incur no liability by reason of this plan review for this proposed facility. The comments in this letter are based on plans and specifications supplied by the site owner or responsible party. This plan review does not guarantee the adequacy of the approved plan nor does it supersede any local ordinances or regulations.

10. This plan review in no way constitutes an endorsement or approval of any material, design, or workmanship, but only that the plans and specifications, as submitted, fulfill the intent of the AST Rules. Regardless of the comments contained herein, the owner is obligated to install the system according to acceptable engineering design and construction practices. The owner shall also be responsible for any damages and regulatory fines due to spilled or leaked petroleum caused by faulty design or poor workmanship.

11. State law does not preempt local authority. You shall notify the appropriated local officials and comply with any local ordinances and permitting requirements. This includes building permits, notification to the fire department, and any local approvals and inspections.

The owner shall also be responsible for any damages and regulatory fines due to spilled or leaked petroleum caused by non-compliance, faulty design, or poor workmanship. The State of New Hampshire shall not incur any liability as a result of any spill, leak, failure, or damage of any kind related to the aboveground storage facility.

DES appreciates your efforts to comply with the AST program. Should you have any questions concerning the content of this letter or any aspects of the AST program please contact me at (603) 271-6058 or by e-mail at mjuranty@des.state.nh.us.

Sincerely,

Michael W. Juranty, P.E.
Oil Remediation and Compliance Bureau

cc: Christopher P. Williams, P.E.
Charles Jones, Portsmouth Fire Marshal
Jerry Dexter, P.E., Pease Development Authority
Portsmouth Fire Chief
AST file
Dear George,

I am in New York City until the end of the week, but I received a disturbing email from the office which has to be taken care of ASAP. We have received notice that we are liable for the full rent of Hangar 213, assuming that, with High Tech leaving, it has now become the responsibility of Port City.

This must be a misunderstanding. My recollection of the history of our dealings with the PDA and High Tech is as follows:

Originally, when Port City requested to be able to operate as an FBO prior to completing our new facility, we did not occupy sufficient space to qualify as an FBO under the minimum standards. So, the PDA offered us to be able to operate as the tenant in full of Hangar 213, effectively becoming the landlord to High Tech on its half of the hangar, thus doubling our occupancy.

This seemed like a reasonable solution. However, High Tech refused to cooperate, and the PDA then made the fortunate discovery that Port City had in fact met the minimum standards anyhow, without needing the additional High Tech Space, because in the interim we had rented more space in the shelters. And since then, by also renting 53 Durham Street, we have even more space under occupancy.

You can imagine that with all the extra costs we are incurring with this awful winter, we have no need of yet another liability. There is no way we can accept this additional space without first finding tenants for it. But we would be happy to accept an option on the High Tech portion of Hangar 213, and we will diligently try to find a use for it.

Thank you.

Sincerely yours,

Robert Jesurum
Port City Aircraft Repair, Inc. d/b/a Airbase Portsmouth is currently constructing new facilities to meet the requirements of the PDA Minimum Standards for Commercial and Noncommercial General Aviation Operators and to become a Full-Service Fixed Base Operator (FBO). A key revenue source for a Full-Service FBO is the sale of aircraft fuel. Port City expects to have its fuel farm operational by mid-March, whereas the hangar and office facilities will not be completed until June (Note that ground rent payments on 2.24 acres started March 1, 2002 and ground rent on an additional 2.49 acres will begin on March 31, 2003).

Port City would like to start selling fuel as soon as its fuel farm is operational. To do so, they must meet all of the Minimum Standards. Since Port City will be a Full-Service FBO and currently is a Limited-Service Specialty Operator for aircraft engine and airframe overhaul and repair, the Minimum Standards requirement they must meet for facilities is 12,000 square feet of hangar space, 5,500 square feet of maintenance shop area and 2,000 square feet of office/terminal facility as contemplated in the Sublease, these requirements can be met on an interim basis using space in Hangar 213 for required hangar and shop area space and in Building 207 for required office/terminal space.

Port City's lease currently defines all 28,400 square feet of Hangar 213 as "Interim Premises." As noted above, only 17,500 square feet of the hangar are required to meet the Minimum Standards. In order to minimize its costs of starting operations, Port City is requesting that it only be required to pay for and use 17,500 square feet of Hangar 213 during the interim period. Until February 28, 2003 one half of the cost of Hangar 213 was paid by High Tech who has relocated to the former Tyco Hangar, leaving Port City responsible for rent for all of Hangar 213.

If Port City uses Hangar 213 on an interim of basis to meet Minimum Standards and, as contemplated, vacates Hangar 213 in its entirety once the new facility is complete, I feel this request is reasonable and recommend that PDA Sublease and charge Port City for only 17,500 square feet through June 30, 2003. There are some indications that Port City wants to continue to lease Hangar 213 after its new facility is complete. If this is the case, I believe it is appropriate that Port City pay for the entire 28,400 square feet as currently called for in its Sublease.
To: George R. Meyer

From: Mark K. Rowell

Subject: Follow Me Vehicles

Date: February 28, 2003

The PDA Minimum Standards for Commercial and Noncommercial General Aviation Operators dated November 13, 1997 require that Full-Service Fixed Base Operators have “...a properly marked and lighted follow me vehicle capable of two way radio communications with the Air Traffic Control Tower....” The purpose of the follow me vehicle has been to provide aircraft arrival and departure guidance.

I have attached a letter from Richard Collier, President of Port City Air, the new Full-Service FBO which is under construction, requesting that PDA eliminate this requirement from the Minimum Standards. Richard makes a number of valid points in his request. The most compelling is the potential for confusion and hence creation of a safety hazard by multiple follow me vehicles each trying to lead an aircraft into their FBO. I have talked to a number of individuals with extensive general aviation background who have experience with other airports which have multiple FBOs, each with a follow me vehicle, and the consensus has been that it is not a desirable situation.

I recommend we consider eliminating the requirement for follow me vehicles in the Minimum Standards. Additionally, as it has been over five years since the Minimum Standards were established, this presents an opportunity to review the Minimum Standards in their entirety and incorporate other changes that time and experience have proved to be necessary or desirable.

Making changes to the Minimum Standards requires a public process. I have discussed this situation with Lynn Hinchee and she suggests that a temporary solution is for PDA to suspend enforcement of the follow me vehicle requirement until such time as the PDA Board has considered changes to the Minimum Standards. I concur with this recommendation.

Attachment

cc: Lynn Marie Hinchee
    Richard Collier
    John Nadolny
MOTION

Director Nickless:

In accordance with the recommendation set forth in the memorandum from Mark K. Rowell to George R. Meyer dated February 28, 2002, attached hereto, the PDA Board of Directors hereby temporarily suspends the requirement for FBO's at Pease International Airport to use a "follow me" vehicle as set forth in PDA's Minimum Standards for Commercial and Noncommercial General Aviation Operators. Said suspension shall remain in effect until such time as PDA reviews and amends the Minimum Standards for Commercial and Noncommercial General Aviation Operators as a whole.
Ms. Lamson questioned if he looks at where people come from; next year the census will release commuting data.

Chairman Bartlett opened the meeting to press questions for Mr. Thibeault: Fee for presentation $4,800; annual agreement; comparison of Pease to other bases nationally, Pease is #1 in job growth and economic recovery among 30-40 facilities; best news out of this report is that Pease performed well in a very difficult environment during a national recession and aviation in its worst downturn ever; Lonza good news also with expansion. Mr. Preston pointed out over 1,000 % more jobs created at Pease then the next highest facility. Discussion regarding types of jobs, high-tech bubble has burst but retrenchment and technology will rise again.

B. Approvals

1. Port City Aircraft Repair

Mr. Nickless stated that it is time for the Board to review all the minimum standards for aviation. Mr. Nickless moved the motion: and Mr. Preston seconded to table this agenda item indefinitely until the Board has had a chance to review the minimum standards in its entirety. Disposition: Resolved by unanimous vote; motion carried.

2. Bills for Legal Services

Mr. Bohenko moved the motion: and Mr. Allard seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of $5,649.79 for legal services rendered to the Pease Development Authority:

1. Donahue, Tucker & Ciandella:
   Through January 31, 2003 $1,918.50

2. Ropes & Gray
   Through December 31, 2002 $345.00
   Through January 31, 2003 $237.50

3. Sheehan Phinney Bass + Green
   Through December 31, 2002 $3,148.79

Disposition: Resolved by unanimous vote; motion carried.

VIII. Division of Ports and Harbors

A. Director's Report

[none]

B. Approvals

1. Portsmouth Fisherman's Cooperative Lease

Pease Development Authority March 6, 2003
CERTIFICATE OF OCCUPANCY

Owner, Lessee or Occupant: Port City Air / PDA
Location: 104 Grafton Dr—fuel farm
(No. and Street) (Unit, Building or Portion Thereof)


This is to certify that the building, structure, premise or portions thereof, at the stated location, has completed construction / renovations or established a use under Building Permit(s): 11887, 11658; has obtained all final inspections, has been found to substantially conform to the Zoning Ordinance and Building Code and is hereby approved for occupancy or use, limited or otherwise as outlined below.

Use Group(s): U Min. Type Constr.: na

Design Occupant Load(s):

Fire Sprinkler System Required: No
Fire Sprinkler Design Hazard Classification:

Fire Sprinkler / Standpipe System Riser Base Demand: GPM
Fire Alarm System Required: Yes

Limiting Conditions:
This certificate does not include the motor vehicle fueling dispenser.

Date of Issue: 18-Mar-03

Code Official:

WHITE: Owner / Occupant Copy YELLOW: File Copy PINK: Assessor Copy
March 28, 2003

Mr. Richard Collier
General Manager
Port City Aircraft
44 Durham Street
Portsmouth, NH 03801

Dear Mr. Collier

Subject to Port City's ongoing obligations to comply with its Sublease and all applicable rules and regulations in connection with its FBO operations, this will serve to confirm that Port City Aircraft may commence aircraft fueling operations, effective March 28, 2003.

Please do not hesitate to contact me with any questions by calling (603) 433-6536.

Sincerely,

Kim (Bill) Hopper, A.A.E.
Airport Operations Manager

cc: George R. Meyer, Executive Director
    Mark Gardner, Staff Attorney
    Mark K. Rowell, Airport Manager
    Pease Airport Operations Division
    Deputy Chief William Hartickopp, Pease ARFF
<table>
<thead>
<tr>
<th>Month</th>
<th>Pan Am Serv.</th>
<th>Port City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug</td>
<td>208,969</td>
<td></td>
</tr>
<tr>
<td>Sep</td>
<td>118,759</td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td>95,921</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>130,708</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>590,066</td>
<td></td>
</tr>
<tr>
<td>Jan-02</td>
<td>118,591</td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td>134,011</td>
<td></td>
</tr>
<tr>
<td>Mar</td>
<td>79,053</td>
<td></td>
</tr>
<tr>
<td>Apr</td>
<td>212,686</td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>120,514</td>
<td></td>
</tr>
<tr>
<td>Jun</td>
<td>111,663</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>2,157,349</td>
<td></td>
</tr>
</tbody>
</table>

**FY03**

<table>
<thead>
<tr>
<th>Month</th>
<th>Pan Am Serv.</th>
<th>Port City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-02</td>
<td>188,711</td>
<td></td>
</tr>
<tr>
<td>Aug</td>
<td>152,391</td>
<td></td>
</tr>
<tr>
<td>Sep</td>
<td>124,827</td>
<td></td>
</tr>
<tr>
<td>Oct</td>
<td>117,078</td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>170,201</td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>384,059</td>
<td></td>
</tr>
<tr>
<td>Jan-03</td>
<td>99,987</td>
<td></td>
</tr>
<tr>
<td>Feb</td>
<td>93,575</td>
<td></td>
</tr>
<tr>
<td>Mar</td>
<td>120,260</td>
<td>50</td>
</tr>
<tr>
<td>Apr</td>
<td>106,172</td>
<td>3,391</td>
</tr>
<tr>
<td>May</td>
<td>126,286</td>
<td>6,693</td>
</tr>
<tr>
<td>Jun</td>
<td>132,489</td>
<td>5,238</td>
</tr>
<tr>
<td>Total</td>
<td>1,798,036</td>
<td>15,372</td>
</tr>
</tbody>
</table>

**Fuel Sales by Gallons FY04**

<table>
<thead>
<tr>
<th>Month</th>
<th>Pan Am Serv.</th>
<th>Port City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-03</td>
<td>112,968</td>
<td>12,068</td>
</tr>
<tr>
<td>Aug</td>
<td>108,369</td>
<td>13,093</td>
</tr>
<tr>
<td>Sep</td>
<td>70,676</td>
<td>11,903</td>
</tr>
<tr>
<td>Oct</td>
<td>107,892</td>
<td>10,722</td>
</tr>
<tr>
<td>Nov</td>
<td>50,060</td>
<td>9,076</td>
</tr>
<tr>
<td>Dec</td>
<td>77,333</td>
<td>107,913</td>
</tr>
<tr>
<td>Jan-04</td>
<td>79,709</td>
<td>13,511</td>
</tr>
<tr>
<td>Feb</td>
<td>81,674</td>
<td>11,996</td>
</tr>
</tbody>
</table>
2. Lonza Biologics - Exercise of Option

Mr. Meyer reported on the sublease between PDA and Lonza; they have exercised their option to extend the sublease at 19 Durham St. for two years effective June 1, 2003. Discussion regarding consolidation of other buildings when construction is complete.

B. Approvals

1. Port City Aircraft Repair

Mr. Loughlin moved the motion: and Ms. Lamson seconded that the Pease Development Authority Board of Directors approves of the request of Port City Aircraft Repair, Inc. to enter into a sublease agreement with Port City Air, Inc. and further approves of Port City Air, Inc.'s request to operate as a Fixed Based Operator at Pease International Airport, said approval being expressly subject to the review and approval by PDA of the proposed sublease and any ancillary agreements between Port City Aircraft Repair, Inc. and Port City Air, Inc. in connection with FBO operations. **Disposition:** Resolved by unanimous vote; motion carried.

2. Pinecrest Terrace
   a. Eli Lilly & Company
   b. NOVA Technology Corporation
   c. Daystar Computer Services

Ms. Lamson moved the motion: and Mr. Allard seconded that the Pease Development Authority Board of Directors authorizes the Executive Director to complete negotiations with Eli Lilly and Company, NOVA Technology Corporation and Daystar Computer Services, Inc. for buildings located at 3, 7 and 11 Pinecrest Terrace, respectively; and to enter into sublease agreements with said companies on terms and conditions substantially similar to those set forth in the attached memoranda of understanding. **Disposition:** Resolved by unanimous vote; motion carried.

3. Singularity Electronic Systems

Mr. Nickless moved the motion: and Mr. Bohenko seconded that the Board of Directors authorize the Executive Director to complete negotiations with Singularity Electronic Systems, Inc. and to execute Sublease Amendment No. 2 for the purpose of extending the Sublease for one (1) year, all on terms and conditions substantially similar to those set forth in the memorandum from David R. Mullen to George R. Meyer dated June 20, 2003 and attached hereto. **Disposition:** Resolved by unanimous vote; motion carried.
CITY OF PORTSMOUTH  
Inspection Department  
1 Junkins Ave., Portsmouth, NH 03801  
(603) 431-2006 ext. 243

CERTIFICATE OF OCCUPANCY

Owner, Lessee or Occupant: Port City Aircraft/PDA
Location: 104 Grafton Dr  
          office and shop areas ONLY  
(No. and Street)  
         (Unit, Building or Portion Thereof)

Map #: 309  
Lot #:7  

This is to certify that the building, structure, premise or portions thereof, at the stated location, has completed construction / renovations or established a use under Building Permit(s): 12025, 12028, 11830, 11710 
; has obtained all final inspections, has been found to substantially conform to the Zoning Ordinance and Building Code and is hereby approved for occupancy or use, limited or otherwise as outlined below.

Use Group(s): S-1  
Min. Type Constr.: 2C

Design Occupant Load(s):

Fire Sprinkler System Required: Yes  
Fire Sprinkler Design Hazard Classification: Mixed

Fire Sprinkler / Standpipe System Riser Base Demand: see design  
GPM
Fire Alarm System Required: Yes

Limiting Conditions:
Certificate for office and support areas only.  
Outstanding items for hanger occupancy are:
1. Fire alarm and foam systems to be put into operation with no supervisory signals.  
2. Retest of main sprinkler valve tamper switches.  
3. Completion of class 1 division 1 electrical systems.  

NO AIRCRAFT IN HANGER UNDER THIS CERTIFICATE.

Date of Issue: 27-Jun-03  
Code Official: 

WHITE: Owner / Occupant Copy  
YELLOW: File Copy  
PINK: Assessor Copy