PEASE INTERNATIONAL DEVELOPMENT AUTHORITY

55 International Drive Portsmouth NH 03801

REQUEST FOR QUALIFICATIONS & PROPOSALS

RFQ/P 25-09

Recommendations for Rye Harbor Improvements

Issued: November 1, 2024

Due: December 5, 2024

PEASE DEVELOPMENT AUTHORITY
RFQ/P 25-09

REQUEST FOR QUALIFICATIONS and PROPOSAL ("RFQ/P") for RYE HARBOR MARINE FACILITY ASSESSMENT and RECOMMENDATIONS FOR IMPROVEMENTS NOVEMBER 2024

The Pease Development Authority (herein called the "Authority" or "PDA") is accepting Statements of Qualifications ("SOQs") and Proposals from qualified Firms or Teams interested in conducting an assessment of, and making recommendations for improvements to, the Rye Harbor Marine Facility, located in Rye, New Hampshire.

SECTION 1 – OVERVIEW AND SCHEDULE

A. Background

PDA is an agency of the State of New Hampshire established pursuant to RSA Ch. 12-G and is responsible for operations at of state-owned properties and facilities at the Pease International Tradeport, Portsmouth International Airport at Pease, Pease Golf Course, and the Portsmouth Fish Pier, Rye Harbor Marine Facility, and Hampton Harbor Marine Facility.

The Rye Harbor Marine Facility, located in Rye, New Hampshire ("Facility"), consists of wetland marsh, a tidal mooring field, piers, a public boat launch, a navigational channel, and 4.7 acres of useable land (including a parking lot and boat storage area) adjacent to the Atlantic Ocean, Ocean Boulevard (Route 1A), and Harbor Road. Owned by the State of New Hampshire, overall management of Rye Harbor became the responsibility of the Pease Development Authority, Division of Ports and Harbors ("DPH"), when management responsibility for Rye Harbor was transferred from the former Department of Resources and Economic Development to PDA through legislative enactments in 2001-2005, amending RSA Ch.12-G. *See Facility Plan Attached as* ***Appendix A***.

Operating as a marine transportation facility, Rye Harbor supports the New Hampshire commercial fishing industry, private maritime-related businesses associated with transportation and tourist activity, recreational boaters, and the visiting public. Users of the Facility include the visiting public, mooring permit holders, pier use permit holders, and various private commercial businesses operating in small buildings ("shacks") on the property. With only 4.7 acres of land to support the ancillary needs of multiple entities, the PDA Board of Directors seeks an assessment of existing Facility conditions and operations, along with recommendations for potential improvements to the Facility that best serve PDA-DPH, the users of the Facility, and the public at-large ("Assessment").

In 2022, DPH commissioned a Rye Harbor Marine Facility Parking Study. *See Parking Study Attached as* ***Appendix B***. In 2023, DPH staff completed an overview report on the Rye Harbor Marine Facility. *See Report Attached as* ***Appendix C***.

B. Invitation To Submit Statements of Qualifications and Assessment Proposal

Firms or Teams with qualified Engineering, Environmental, Operational, Architectural, and Planning Specialists in maritime, recreational, and governmental facility work are invited to submit Statements of Qualifications to perform the Assessment described herein. In addition, the respondents to this RFQ/P should develop their own scope of services for carrying out the Assessment.

C. Assessment Goals

The Assessment should examine existing conditions and operations (including current private commercial operations) at the Facility and, in presenting such conditions and operations, provide, in coordination and consultation with PDA and DPH, recommendations for improvements and modifications to the Facility as well as to operations occurring at the Facility. The Assessment will establish a baseline report and serve as a resource to the PDA and DPH. The PDA Board of Directors has outlined four goals for future development activity at the Facility that should be considered while undertaking the component parts of the Assessment. The four goals are as follows:

1) to ensure that the Harbor is an asset open to use by all, including commercial and sport fishing and lobstering, recreational boating, ocean sightseeing, and visitors who want to enjoy the Harbor and oceanfront;
2) to ensure that any existing and future improvements at the Harbor do not cause environmental degradation to the immediate surrounding areas;
3) to provide the public with clear, transparent, and fair rules and procedures that provide equal opportunity to make use of any facility or to seek a right of entry/concession that may be offered at the Harbor, and;
4) to increase DPH's income potential at the Harbor in order to sustain necessary maintenance and improvements to the Harbor over time;

D. Anticipated Timeline

The following table contains the anticipated timeline for this RFQ/P through contract finalization and approval. The Authority reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE
Release of RFQ/P	November 1, 2024
Deadline for Inquiries, questions and/or proposed clarifications	November 14, 2024 (No later than 2:00 P.M. local time)
Answers to RFQ/P Questions/Inquiries	November 19, 2024
RFQ/P Response Submittal Date	December 5, 2024 (No later than 2:00 P.M. local time)
Shortlist for Interviews identified	December 10, 2024
Interviews	December 16 - 20, 2024
Board of Directors Meeting for Approval	January 7, 2025
Notice of Award	After January 7, 2025
Contract and Fee Negotiation	January 2025
Anticipated Project Start Date	February 1, 2025

SECTION 2 – PROPOSED SCOPE OF WORK

At a minimum the Assessment should provide a comprehensive review of the following areas and recommendations for improvement or modification for each area, including actionable steps for implementing any recommendations proposed in the Assessment:

Facility Environmental Conditions Assessment:

- Examine and describe using GPS mapping and a narrative report, onsite environmental baseline conditions at the Facility, as well as such other offsite environmental conditions potentially impacting the Facility including, but not limited to:
    - Current sea levels and mean high tide line
    - Projected sea level rise, as well as projected impacts to Facility from marine/coastal storms over the next 20-50 years.
    - The condition, type, and location of federal or state jurisdictional wetlands within the Facility.
    - Identification of other environmental conditions impacting the Facility.

- Identify Facility infrastructure vulnerable to existing environmental conditions, the nature of those impacts, and recommendations for mitigation of such impacts.

- Identify opportunities for new development and structures or modifications to existing development and structures onsite that reduce potential environmental impacts.

- Provide estimates on capital investment needed to implement recommendations.

Facility Building and Infrastructure Assessment:

- Conduct a building and an infrastructure assessment using GPS mapping and a narrative report that includes, but is not limited to:
    - DPH-owned buildings and structures.
    - Privately-owned buildings and structures.
    - Existing primary utilities, including water, electric power, and telecommunications.
    - Existing stormwater management system.
    - Waste disposal and collection system(s), including Facility septic system.
    - Location and specifications of any non-utility electricity generation device located at the Facility.
    - Piers and gangways.
    - Boat ramp.
    - Fueling facilities.
    - Guardrails.
    - Revetment and other protective structures.

- Identify applicable life-safety codes and include recommendations to ensure compliance with such applicable codes.

- Evaluate current and projected restroom facility needs (including but not limited to applicable ADA requirements) and septic system capacity requirements.

- Recommend ways to enhance Facility accessibility including a phased schedule of recommended improvements.

- Provide estimates on capital investment needed to accomplish recommendations.

Facility Vehicle Parking and Boat Storage Assessment:

- Conduct with GPS mapping and a narrative report an assessment of the Facility vehicle parking and boat storage areas to provide any updates to the 2022 Rye Harbor Marine Facility Parking Study required to reflect existing conditions.

- Provide recommendations regarding vehicle parking and boat storage areas, including, but not limited to, parking rates; boat storage rates, ADA Parking requirements, ingress / egress to the Facility, traffic flow within the Facility considering current operations, and parking controls - including the use of automated systems.

- Provide estimates on capital investment needed to accomplish recommendations.

Facility Private Commercial Operations Assessment:

- Conduct an assessment of all private commercial businesses operating at the Rye Harbor Marine Facility including, but not limited to:
    - Nature of the goods/services provided.
    - Whether the same or similar service is provided within 2 miles of the Facility.
    - Nature of the cost(s) charged for such goods/services.
    - Type of agreement authorizing the private commercial business to operate at the Facility.
    - Whether the service provided directly supports an activity authorized under a Pier Use Permit.
    - Approximate number of seasonal customers served by each business.
    - Impacts to Facility resulting from the private commercial businesses operating at the Facility.

- Undertake outreach to the private business operators (approximately 20 businesses) in the form of an online and/or in-person questionnaire or interviews to ascertain information needed to complete the Assessment, as well as the needs, recommendations, and concerns of private commercial businesses operating at the Facility.

- Provide recommendations regarding:

    - Facility management practices.
    - Improvements to the agreements used by DPH authorizing private commercial service operations at the Facility.

- Process and procedures for identifying and selecting services to be provided at the Facility and the qualified businesses/vendors to provide such services at the Facility and to set pricing or some alternate application and review process.
- Commercially reasonable fees, rentals or other rate structures for private commercial operator agreements and pier use permits

- Provide estimates on capital investment needed to accomplish recommendations.

SECTION 3 – PROCESS FOR SUBMITTED STATEMENTS OF QUALIFICATIONS AND PROPOSALS

A. Submission, Deadline, and Location Instructions

Any SOQ and proposal submitted pursuant to this solicitation, and any questions submitted in response to this RFQ/P, must be received by the Authority no later than the time and date specified in the table of Anticipated Timelines Section I.D. above. SOQ and proposal responses may be submitted by U.S. Mail, Delivery Services, or In Person, and must be addressed to:

Pease Development Authority
RFQ/P 25-09 Recommendations for Rye Harbor Improvements
Attn: Finance Department
55 International Drive
Portsmouth, New Hampshire 03801

and delivered NO later than ***2:00 p.m. local time December 5, 2024.*** Late submittals will not be accepted or evaluated. The PDA accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be Firm/Team's responsibility.

Qualifications and proposal packages must consist of One (1) original and three (3) clearly identified paper copies and one (1) digital copy in PDF format contained on a USB-capable removal disk drive (and, if applicable, one (1) additional digital copy of the RFQ/P with all Confidential Information (see Section 7 below) fully redacted) **and shall be enclosed in two (2) envelopes (inner and outer), both of which shall be sealed and clearly labeled,**

The PDA reserves the right to reject any and all submissions, to waive irregularities and technical defects (except no waiver of the deadline for submission will be allowed), and to accept any timely submission deemed to be in its own best interest.

The SOQs and proposals submitted in response to this RFQ/P 25-09 will become the property of PDA. All information submitted is deemed public and subject to disclosure by the PDA and DPH pursuant to the provisions of NH RSA 91-A. See Section 7 below.

B. Inquires

All inquiries concerning this RFQ/P, including but not limited to requests for clarifications, questions, and any changes to the RFQ/P shall be submitted via email to Toni-Marie Vaughn ("PDA Point of Contact") at bids@peasedev.org Inquiries must be received by the PDA contact designated in this paragraph no later than the close of business on the day identified as the Deadline for Inquiries in the table of Anticipated Timelines specified in Section 1.D. above. Inquiries received later than the Deadline for Inquiries shall not be considered properly submitted and may not be considered.

PDA intends to issue official responses to properly submitted inquiries on or before the date specified in the table of Anticipated Timelines in Section I.D. above; however, this date is subject to change at the PDA's sole discretion. PDA may consolidate and/or paraphrase questions for sufficiency and clarity. PDA may, at its sole discretion, amend this RFQ/P on its own initiative or in response to issues raised by inquiries as it deems appropriate. Oral statements, representations, clarifications, or modification concerning the RFQ/P shall not be binding on PDA. Official responses issued by PDA will be made only in writing in the form of an Addendum as described below.

In the event it becomes necessary to respond to inquiries or add to or revise any part of the RFQ/P prior to the scheduled submittal date set forth in Section I.D. above, PDA shall post any Addenda on the following web site: https://peasedev.org/business-3/bids-and-opportunities. Before your submission and periodically prior to the RFQ/P Submittal Date Firms/Teams are reminded to **check the site for any addenda** or other materials that may have been issued affecting the RFQ/P.

C. Restriction of Contact with PDA Employees

From the date of the release of this RFQ/P until an award is made and announced regarding the selection of a Firm/Team, all communication with personnel employed by or under contract to the PDA (including without limitation the Division of Ports and Harbors) regarding this RFQ/P is forbidden unless first approved by the PDA Point of Contact identified above. PDA employees have been directed not to hold conferences and/or discussions concerning this RFQ/P with any potential contractor during the proposal and selection process, unless otherwise authorized by the PDA Point of Contact. Proposers may be disqualified for violating this restriction of communications with PDA and its employees and contractors.

SECTION 4 – CONTENT AND REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

Statements of Qualifications and proposals shall adhere to the following format and provide the required information set forth below:

1. DESCRIPTION OF THE FIRM/TEAM: Include a description of team members (if applicable), location(s), years in operation, staff size, overall portfolio, project manager, Firm/Team contact information.

2. DESCRIPTION OF SERVICES TO BE PROVIDED: Include a letter or narrative describing the Firm/Team's Proposal, as well as how the Firm/Team would carry out and manage the project as described in Section 2 above, including any Firm/Team recommendations regarding additions, deletions or modifications to the Section 2 Scope of Work, the anticipated project timeline with realistic timetables for project steps and deliverables, and the invoicing system and payment schedule you would propose to cover your fee. **Do NOT offer a fee proposal in your Statement of Qualifications or Proposal.** The letter should provide a written commitment to participate in the project as described in your letter if selected and a contract negotiated and finalized. The letter must be signed by the Firm's/Team's principal(s) who will be responsible for managing the project.
3. EXPERIENCE: Provide a description of the Firm/Team's and project engineers' experience with similar types of projects which would provide insight valuable in carrying out this project. Provide resumes of the Firm/Team members who would work on this project.
4. LIST OF PROJECTS: Provide a list of projects completed by the Firm/Team within the last 10 years which are similar or relevant to this project.
5. REFERENCES: Provide a list of at least three (3) clients for projects of similar character or scope who will provide a reference for your Firm/Team. Include the name, address, telephone number, and email address of the contact person.

While there is no specified limit to the number of pages submitted, the PDA suggests preparing a concise package that can be efficiently reviewed.

The proposal must be valid for one hundred twenty days (120) days following the Submittal Deadline or until the Effective Date of any resulting Contract, whichever is later.

By submitting an RFQ/P the Firm or Team agrees that in no event shall PDA be either responsible for or held liable for any costs incurred by any Firm or Team in the preparation or in connection with the RFQ/P or for work performed prior to the Effective Date of any Contract awarded pursuant to this procurement process. Furthermore, by submitting an RFQ/P the Firm/Team is deemed to have waived any challenges to the form or procedures set forth in this RFQ/P.

SECTION 5 – EVALUATION OF SUBMISSIONS

A. Criteria for Evaluation and Scoring

The Authority will establish an evaluation committee to score the Statements of Qualifications and Proposals. This committee will review the Statements of Qualifications and Proposals and give a numeric score based on the following evaluation criteria.

From review of the submissions received, the selection committee will designate a short list of the most suitable Firms/Teams for this project. Usually, the short list would consist of three (3) Firms or Teams, but the number selected will be up to the selection committee and be determined by the

number of responses received. The short-listed Firms or Teams will be invited to be interviewed. The Interviews will be conducted at office of the Pease Development Authority located at 55 International Drive, Portsmouth, NH 03801.

FIRM EVALUATION CRITERIA	**POINTS**
Qualifications of the Project Firm/Team and Firm/Team personnel	35 Points
Proposed approach, completeness of Proposal, and timeline to undertake the study, assessment, and evaluation required by this project	40 Points
Experience in maritime, recreational, and governmental facility assessment work	25 Points
MAXIMUM TOTAL POINTS	**100 POINTS**

B. Evaluation Committee Review

An evaluation committee will review all submittals received in conformance with this RFQ/P and, using the process described below, will make a recommendation to the PDA Board of Directors regarding the submitted SOQs and Proposals.

The Evaluation Committee plans to use the following process:

- Statements of Qualifications and Proposals will be scored based upon the criteria and standards contained in this RFQ/F and from applying the weighted measure in this section;
- The Evaluation Committee will establish a shortlist of three (3) Firms/Teams for further evaluation and consideration;
- The three (3) Firms/Teams selected will be asked to submit a projected project budget;
- Interviews and reference checks, to the extent they are utilized by the Evaluation Committee, will be used to refine and finalize scores;
- Final evaluation and scoring of the Firms/Teams; and
- Selection of the highest scoring Firm/Team followed by Contract and fee negotiations.

The Evaluation Committee reserves the right in its sole discretion to:

- Make independent investigations in evaluating Statements of Qualifications and Proposals;
- Request additional information to clarify elements of a Statement of Qualifications or Proposal;
- Waive minor irregularities from the RFQ/P requirements, if determined to be in the best interest of the Authority;
- Omit any planned evaluation step if, in the Authority's judgment, the step is not needed;
- Reject any and all submissions at any time or select no Firm, Team or Proposal at all; and
- Open Contract discussions with the second highest scoring candidate and so on, if the Authority is unable to reach an agreement on Contract terms with the higher scoring Firm or Team.

The recommendation of the Evaluation Committee will be brought to the PDA Board of Directors, which will have the sole and final authority to approve any contract(s).

C. Interviews

Should the Evaluation Committee determine that interviews are needed, a short list of firms will be invited for presentations and interviews.

D. Confidentiality of RFQ/Ps

Unless necessary for the approval of a Contract, the substance of RFQ/Ps submitted pursuant to this procurement will remain confidential until the Effective Date of any Contract resulting from this RFQ/P, unless an earlier date for release of any or all RFQ/Ps is authorized by the PDA Board of Directors. The content of each Firm/Team's RFQ/P shall become public information upon the award of any resulting Contract under this procurement process. Notwithstanding the foregoing, the names of the Firms/Teams recommended by the Evaluation Committee will be made public upon submission of such recommendation to the PDA Board of Directors; however, RFQ/Ps and any information contained therein shall only be released in accordance with this Section 5.D. Disclosure or distribution by a Firm/Team submitting an RFQ/P pursuant to this procurement process other than to PDA will be grounds for disqualification.

SECTION 6 – CONTRACT TERM AND AWARD

A. Award

This will be a qualification-based selection process at the sole discretion of the Authority, and while project budget will be considered in evaluating the shortlisted Firms/Teams, an award will not necessarily be made to the Firm/Team with the lowest project budget. The recommendation of the Evaluation Committee will be brought to the PDA Board of Directors, which will have the sole and final authority to approve a Contract with the selected Firm/Team. Notwithstanding the foregoing, if the PDA cannot reach agreement on Contract terms or the Board otherwise rejects for any reason the Firm/Team recommended by the Evaluation Committee, PDA has the right at its sole discretion to open Contract negotiations with any party submitting an RFQ/P or to solicit new proposals under a new acquisition process.

Notwithstanding any of provision of this RFQ/P the Evaluation Committee and the Authority reserves the right in their sole discretion to:

- Recommend or select, as applicable, the RFQ/P it deems is in the best overall interest of the PDA, regardless of any Firm/Team's qualifications, proposal or projected budget;
- Make independent investigations in evaluating Statements of Qualifications and Proposals;
- Request additional information to clarify elements of a Statement of Qualifications or Proposal;
- Waive minor irregularities from the RFQ/P requirements, if determined to be in the best interest of the Authority;
- Omit any planned evaluation step if, in the Authority's judgment, the step is not needed;
- Reject any and all submissions, in whole or in part, at any time or select no Firm, Team or Proposal at all and to solicit new proposals under a new acquisition process; and

- Any product/deliverable, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFQ/P shall become the property of PDA.

B. Non-Exclusive Contract

Any resulting Contract from this RFQ/P will be a non-exclusive Contract. PDA retains the right, in its sole discretion, to retain other proposers or consultants to provide any of the services or deliverables identified under this RFQ/P or make an award by item, part or portion of an item, or group of items identified under this RFQ/P and for projects that are not part of this RFQ/P; and to terminate any and all agreements in the event of unsatisfactory performance, noncompliance with contractual obligations or due to funding constraints.

C. Standard Contract Terms

The successful Firm or Team will be expected to enter into a contract with the Authority ("Contract"). The terms and conditions set forth in the PDA General Terms and Conditions will serve as the basis and format for any agreement that may be reached. Deviation from the standard PDA Terms and Conditions will be very limited as many of the provisions are required by law or represent longstanding PDA policy and/or practices. The standard PDA Terms and Conditions are attached hereto as **Exhibit A** for reference and to allow the Firms and Teams responding to this RFQ/P to become familiar with PDA's standard services agreement.

D. Special Terms to Be Included in a Contract Resulting From this RFQ/P

The Following terms and conditions shall be included in the final Contract as Exhibit C – Special Provisions to the standard PDA General Terms and Conditions:

Firm/Team's Responsibilities

- The Firm/Team shall perform its services consistent with the professional skills and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same circumstances. The Firm/Team shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- The Firm/Team shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Authority shall not be responsible for discovering deficiencies therein. The Firm/Team shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in PDA-furnished information.
- The Firm/Team shall identify a representative who is authorized to act on behalf of the Firm or, if applicable, Team with respect to the Project.
- The Firm or individual Team members shall be licensed and insured in the State of New Hampshire to perform the services described in this Agreement or shall cause such services to be performed by appropriately licensed professionals.
- The Firm/Team shall coordinate its services with those services provided by the Authority or the Authority's other delegates. The Firm/Team shall be entitled to rely on the accuracy and completeness of services and information provided by the Authority or the Authority's delegates.

PDA Responsibilities

- The Authority shall identify a Representative who is authorized to act on behalf of the Authority with respect to the Project.
- The Authority will review Project documents for consistency with Project requirements, and to confirm that PDA requirements are met, there are no negative impacts to PDA operations, and that any design or proposed improvement or modification to the site or DPH operations is in the Authority's best interest.

Miscellaneous Provisions

1. Ownership of documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the Firm/Team under this Agreement immediately become the property of the Authority, and when completed, shall bear the Firms endorsement. The Firm/Team shall surrender to the Authority, upon demand at any time, or submit to its inspection any such document. The Firm/Team shall have the right, with written approval from the Authority, to use any of the data prepared by it and hitherto delivered to the Authority at any later stage of the Project contemplated by this Agreement. Reuse of any of these documents by the Firm/Team, without written permission of the Authority, shall be at the Firm/Team's risk.

2. Opinions of Probable Construction Cost: Firm/Team's opinions of the probable construction costs provided for herein are to be made based on the Firm/Team's experience and qualifications and represent the Firm/Team's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Firm/Team has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Firm/Team's methods of determining prices, or over competitive bidding or market conditions, the Firm/Team cannot and does not guarantee that future proposals, bids or actual construction costs will not vary from opinions of probable construction costs prepared by the Firm/Team.

E. Disadvantaged Business Enterprises and Civil Rights

PDA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Firms/Teams responding to this RFQ/P that it will affirmatively ensure that for any contract that may be entered into pursuant to this advertisement, every Firm/Team will be afforded full and fair opportunity to submit SOQs and Proposals in response to this invitation, and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), or age in consideration for an award.

In addition, and relative to this Project only, the above provision will be applicable to and bind any Firm or Team responding to this RFQ/P, and any subcontractor thereof engaged relative to this Project, from the solicitation period through the completion of any Contract issued pursuant to this RFQ/P.

F. Insurance

The successful Firm/Team will be required to meet PDA minimum insurance requirements as outlined herein in **Exhibit B**.

G. Indemnification

The Contract shall include the following indemnification:

The Firm/Team shall defend and indemnify the Owner and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Firm/Team's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Firm/Team, its subcontractors, anyone directly or indirectly employed by either the Firm/Team or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Firm/Team, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Firm/Team, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Firm/Team or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Firm/Team has hereby agreed to defend and indemnify, the Firm/Team, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Firm/Team's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above**.**

H. CONFLICT OF INTEREST

To avoid a conflict of interest, the successful Firm/Team must agree to obtain PDA approval before entering into agreements to provide similar services to Pease tenants or potential tenants coming before the PDA Board for approval of any kind.

I. NON-COLLUSION

The signature on a Proposal submitted in response to this RFQ/P guarantees that the prices, terms, conditions, and proposed work have been established without collusion with other Firms/Teams and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

SECTION 7 – APPLICABILITY OF NH RIGHT-TO-KNOW LAW:

Please note that the PDA operates under the NH Right-to-Know Law, RSA 91-A. As such, all responses to this RFQ/P shall be considered confidential, but only until the award of a Contract. However, following receipt of all responses, the PDA will post the number of responses received pursuant to this RFQ/P, as well as the name of each responding entity. The content of all responses shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFQ/P may be subject to public disclosure under RSA 91-A. However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this RFQ/P should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the PDA and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the responding entity of information it believes exempt does not have the effect of making such information exempt. The PDA will determine whether it believes such information is properly exempted from disclosure. Marking of the entire response or entire sections of the response as "confidential" will neither be accepted nor honored. Notwithstanding any provision of this RFQ/P to the contrary, pricing included in any Contract issued as a result of this RFQ/P will be subject to disclosure upon approval of a Contract by the PDA. The PDA will endeavor to maintain the confidentiality of portions of any response that are clearly and, in the opinion of the PDA, properly marked "confidential."

If a request is made to the PDA to view portions of a response that a responding entity has properly, in the opinion of the PDA, and clearly marked "confidential," the PDA will notify the entity that submitted the RFG/P response of the request and of the date the PDA plans to release the records. By submitting a response to this RFQ/P, each responding entity agrees that, unless the responding entity claiming an exemption from disclosure obtains a court order, at its sole expense, enjoining the release of the requested information, the PDA may release the requested information on the date specified in the PDA's notice without any liability to the responding entity claiming the exemption.

SECTION 8 – MISCELLANEOUS

- Neither PDA, PDA Board of Directors, nor DPH are responsible for any costs incurred by respondents regarding the preparation of submissions in response to this RFQ/P. All costs shall be borne by the respondents.
- This RFQ/P is not to be construed as creating any contractual relationship between the respondents and PDA, DPH, the State of New Hampshire, and/or any other party.
- By submitting SOQs, a Proposal, and/or any other response to this RFQ/P, the respondent affirmatively waives any claim against PDA, PDA Board of Directors, DPH, any employee or agent of the PDA or DPH, and/or the State of New Hampshire.

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EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

All subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority ("PDA") before the commencement of any work on property of PDA at Pease International Tradeport. The following are the minimum requirements for insurance coverage:

a. **General Liability:** $2,000,000 general liability coverage **per occurrence**; and $2,000,000 **aggregate**.

b. **Automobile Liability:** $1,000,000 automobile liability coverage.

c. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.

d. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage in a minimum amount as determined by the PDA from time to time.

e. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA from time to time.

f. **Additional Insureds:** Pease Development Authority must be named as additional insured under **all** liability coverages.

g. **Notice of Cancellation:** A 30-day notice of cancellation (with the exception of a 10-day notice for non-payment of premium) must be provided.

h. **Waiver of Subrogation.** With the exception of Workers Compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.

i. **Primary Insurance.** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

j. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

LIABILITY LIMITS Coverage
$2,000,000 Per Occurrence and $2,000,000 Per Project Aggregate

AUTOMOBILE LIABILITY
$1 Million minimum

WORKERS COMPENSATION
Meets NH statutory requirements

PROFESSIONAL LIABILITY
$4 Million minimum
If applicable

ENVIRONMENT POLLUTION LIABILITY
$1 Million minimum
If applicable

ADDITIONAL INSURED
Pease Development Authority is named as Additional Insured

PRIMARY INSURANCE

WAIVER OF SUBROGATION
Required

Mail Certificate to Certificate Holder

Cancellation Clause
Shall assure 30 days written notice

ACCORD CERTIFICATE OF INSURANCE

PRODUCER **SAMPLE FORMAT**	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE
INSURED **CONTRACTOR** **NAME AND ADDRESS**	COMPANY A COMPANY B COMPANY C COMPANY D

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP.	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$2,000,000.00
	X Commercial General Liability				PRODUCTS-COMP/OP	$
	__ Claims Made X Occur				PERSONAL&ADV INJURY	$
	GEN'L AGGREGATE LIMIT				EACH OCCURRENCE	$2,000,000.00
	APPLIES PER:				FIRE DAMAGE	$
	__ Policy _X_ Project __ Loc				MEDICAL EXPENSES	$
	AUTOMOBILE LIABILITY				Combined Single Limit	$1,000,000.00
	__ Any Auto				Bodily Injury (Per person)	$
	__ All Owned				Bodily Injury (Per accident)	$
	__ Scheduled Autos				Property Damage (Per accident)	$
	__ Hired Autos					
	__ Non-Owned Autos					
	GARAGE LIABILTY				Auto Only – EA Accident	$
	__ Any Auto				Other Than Auto Only	$
						$
	EXCESS LIABILITY				Each Occurrence	$
	___ Occur ___ Claims Made					
	___ Deductible					
	___ Retention				Aggregate	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				**Statutory Limits**	
					Each Accident	$ 100,000
					Disease Policy	$ 500,000
					Disease Each Employee	$ 100,000
	OTHER					
	Professional Liability					$
	Environmental/Pollution Liability					$

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Project address. Pease Development Authority is named as Additional Insured. With the exception of workers compensation coverage, a waiver of subrogation is included with respect to applicable coverages. **Coverage shown is primary and non-contributing with respect to any insurance carried by Pease Development Authority.**

CERTIFICATE HOLDER	**CANCELLATION**
Pease Development Authority 55 International Drive Portsmouth, NH 03801	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail 30 days written notice to the named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
	AUTHORIZED REPRESENTATIVE:

EXHIBIT B
SAMPLE SERVICES AGREEMENT

PDA General Terms and Conditions
SUBJECT: SAMPLE AGREEMENT

AGREEMENT
The Pease Development Authority and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

<table>
<tr><td colspan="2">1.1 Pease Development Authority (PDA)</td><td colspan="2">1.2 PDA Address

55 International Drive
Portsmouth, NH 03801</td></tr>
<tr><td colspan="2">1.3 Contractor Name</td><td colspan="2">1.4 Contractor Address</td></tr>
<tr><td>1.5 Contractor Phone</td><td>1.6 Account Number</td><td>1.7 Completion Date</td><td>1.8 Price Limit</td></tr>
<tr><td colspan="2">1.9 Contracting Officer for PDA

Paul E. Brean, Executive Director</td><td colspan="2">1.10 PDA Phone Number

603-433-6088</td></tr>
<tr><td colspan="2">1.11 Contractor Signature</td><td colspan="2">1.12 Name and Title of Contractor Signatory</td></tr>
<tr><td colspan="4">1.13 Acknowledgement: State of _____ , County of

On_____ , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</td></tr>
<tr><td colspan="4">1.13.1 Signature of Notary Public or Justice of the Peace</td></tr>
<tr><td colspan="4">1.13.2 Name and Title of Notary or Justice of the Peace</td></tr>
<tr><td colspan="2">1.14 PDA Signature</td><td colspan="2">1.15 Name and Title of Signatory for PDA</td></tr>
</table>

SAMPLE

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

2.1 The Pease Development Authority, identified in block 1.1 ("Entity"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work identified and more particularly described in the attached **EXHIBIT A** which is incorporated herein by reference ("Services").

2.2 During the term of this Agreement, Services shall be provided at the rates set forth in **EXHIBIT B**. As necessary, the parties shall negotiate a scope of work and corresponding fee for any requested additional services (a "Project Contract"); for small projects the parties may utilize a short description of the services and proposed estimated fee (a "Task Assignment"). Each Project Contract or Task Assignment, following any required approval by the PDA Board of Directors as determined necessary by the PDA, shall be executed by the PDA and the Consultant prior to being made a part of this Agreement. Following execution, the Project Contract or Task Assignment attached to Exhibit A hereto and incorporated herein by reference and made part of this Agreement. Each Project Contract or Task Assignment attached to Exhibit A shall be identified by a distinct sequential number (i.e. Attachment 1, 2, etc.).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until _____ ("Effective Date").

3.2 If the Contractor commences the Services and/or purchases Goods prior to the Effective Date, all Services performed and Goods purchased by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the PDA shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services and/or deliver all Goods by the Completion Date specified in block 1.7.

3.3 This Agreement shall be for _____ (__) years. The PDA may extend this agreement for up to _____ (__) ___ (__) year periods at its discretion.

4. CONTRACT PRICE/PRICE LIMITATION / PAYMENT.

4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in **EXHIBIT B** which is incorporated herein by reference.

4.2 The payment by the PDA of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof. The PDA shall have no liability to the Contractor other than the contract price.

4.3 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8 without executing a duly authorized Amendment.

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

5.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. PERSONNEL.

6.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a PDA employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the PDA's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the PDA.

7. EVENT OF DEFAULT/REMEDIES.

7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

7.1.1 failure to perform the Services and supply Services satisfactorily or on schedule;

SAMPLE

7.1.2 failure to submit any report required hereunder; and/or
7.1.3 failure to perform any other covenant, term or condition of this Agreement.
7.2 Upon the occurrence of any Event of Default, the PDA may take any one, or more, or all, of the following actions:
7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
7.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the PDA determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
7.2.3 set off against any other obligations the PDA may owe to the Contractor any damages the PDA suffers by reason of any Event of Default; and/or
7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. DATA/ACCESS/ CONFIDENTIALITY/PRESERVATION
8.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
8.2 All data and any property which has been received from the PDA or purchased with funds provided for that purpose under this Agreement, shall be the property of the PDA, and shall be returned to the PDA upon demand or upon termination of this Agreement for any reason.
8.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A, or other existing law. Disclosure of data requires prior written approval of the PDA.

9. TERMINATION.
9.1 Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services and/or delivery of Goods, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed and/or Goods delivered, and the contract price earned, to and including the date of termination.

10. CONTRACTOR'S RELATION TO THE PDA. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the PDA. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the PDA or receive any benefits, workers' compensation or other emoluments provided by the PDA to its employees.

11. ASSIGNMENT/DELEGATION / SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the PDA.

12. INDEMNIFICATION. The Contractor shall defend and indemnify the Owner and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.

In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to defend and indemnify, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire.

The provisions of this paragraph 12 shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever

any one of the Indemnitees incur costs or liabilities described above.

13. INSURANCE.
13.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
13.1.1 general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than $2,000,000 per occurrence and $2,000,000 in the aggregate; and
13.1.2 professional liability insurance as required by activities which give rise to necessity for such coverage.
13.1.3 automobile liability insurance in amounts of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate.
13.2 The policies described in subparagraph 13.1.1 herein shall be primary and non-contributory with respect to insurance of the PDA, include a waiver of subrogation in favor of the PDA, and be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
13.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

14. WORKERS' COMPENSATION.
14.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The PDA shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

15. **WAIVER OF BREACH.** No failure by the PDA to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the PDA to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

18. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19. THIRD PARTIES. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

20. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21. SPECIAL PROVISIONS. Additional provisions set forth in the attached **EXHIBIT C** are incorporated herein by reference.

22. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

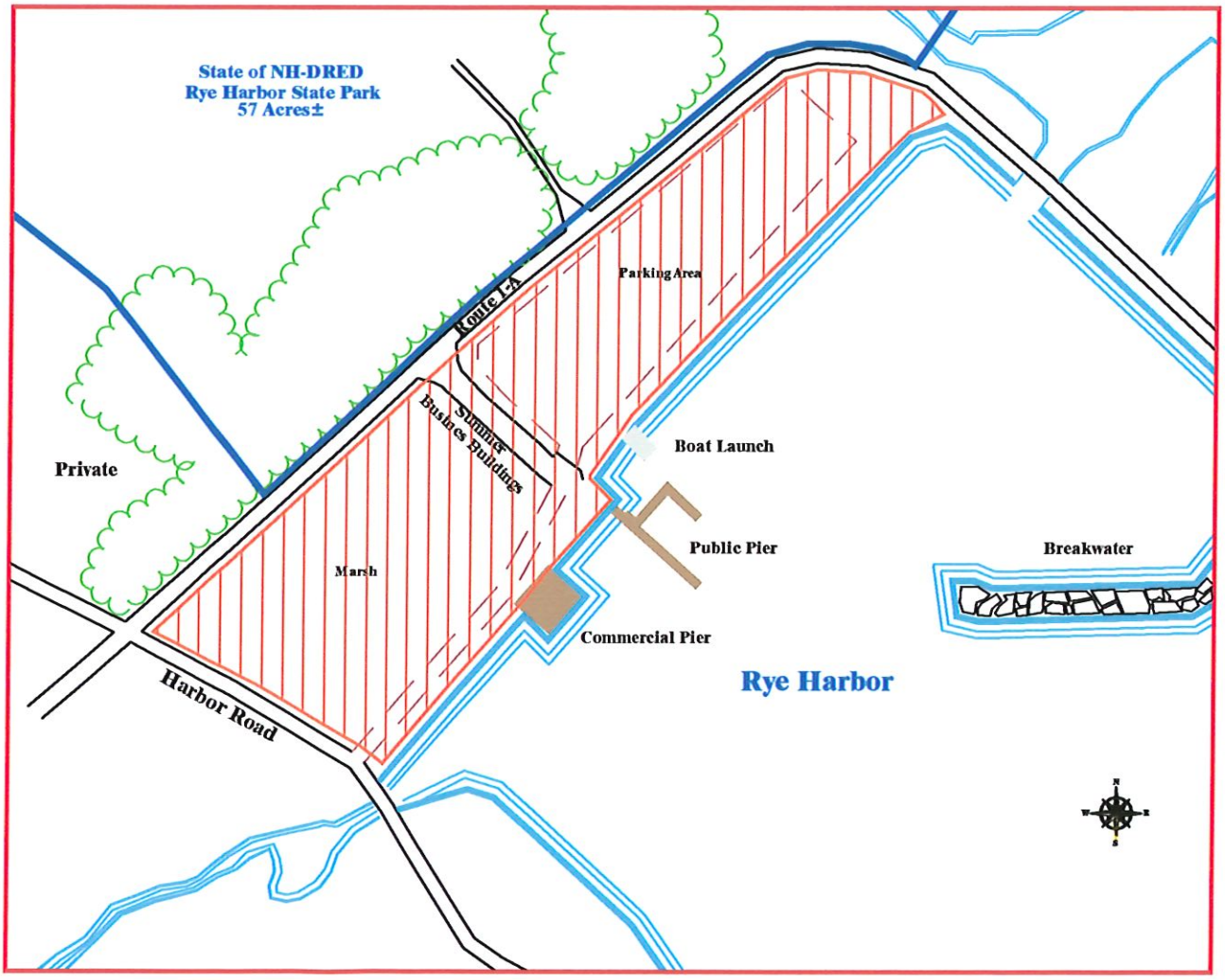
24. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

SAMPLE

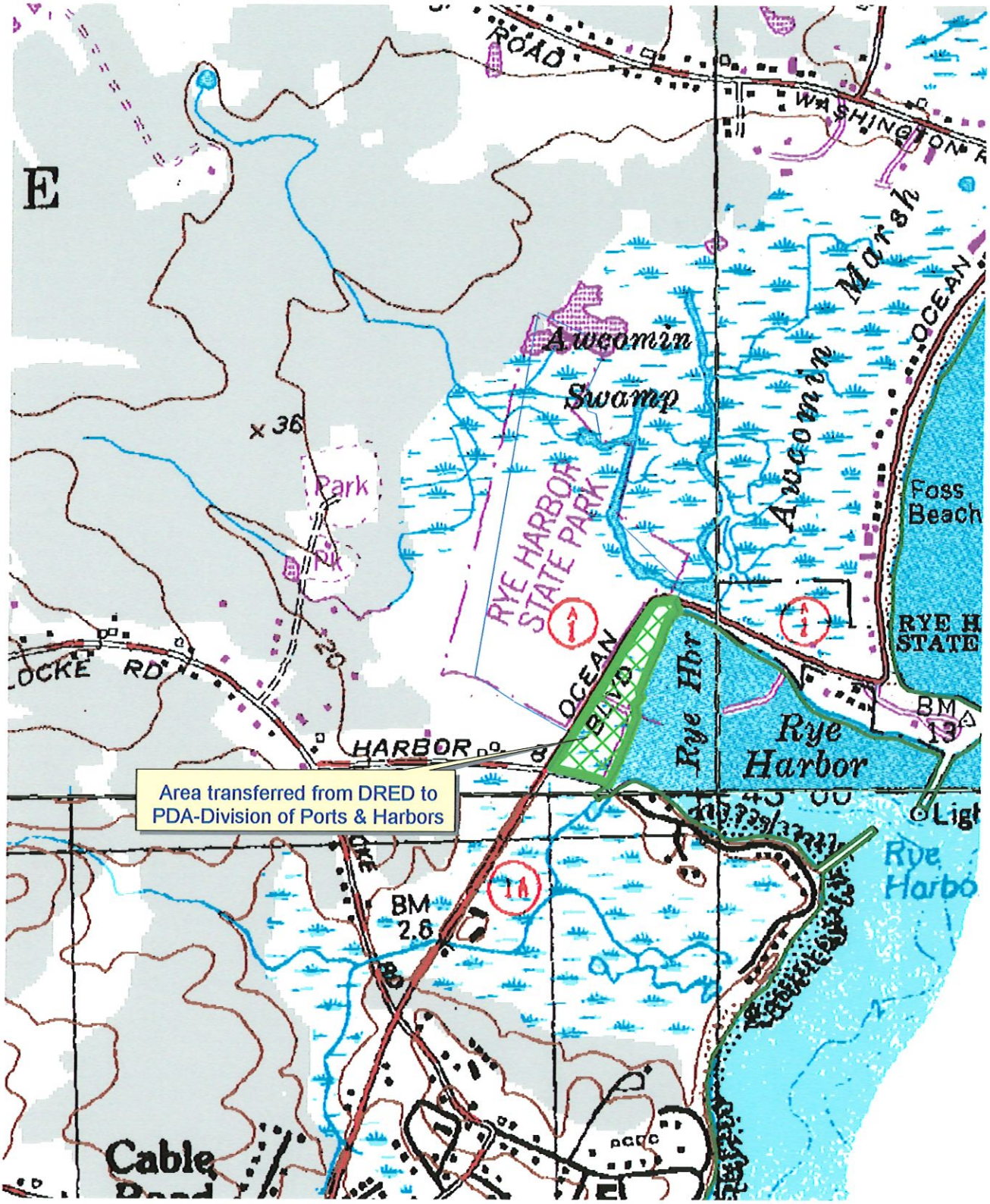
Inter Agency Transfer
Rye Harbor-Rye, NH

The property being transferred from the Department of Resources and Economic Development to the Pease Development Authority, Division of Ports and Harbors is shown as a portion of the State land, currently managed by DRED, depicted on a plan entitled "Property Map, State of New Hampshire, Department of Resources and Economic Development, Rye Harbor State Park, Rye, NH dated February, 1964"
Described as follows: All of the land lying between the southeasterly Right of Way line of Route 1A, the northwesterly sideline of Rye Harbor and the northeasterly Right of Way of Harbor Road. Property contains approximately 8 acres.

Area transferred to the Pease Development Authority
Division of Ports and Harbors
Area to include property, docks and boat launch
See HB 617 FN Local; 55-8-Year 2000



Interior detail from aerial photography



State of New Hampshire
Dept. of Resources and Economic Dev.

Chapter 55, (55-8) HB 617-FN-Local, 2000 Session

Rye Harbor State Park
Rye, New Hampshire

500 0 500 Feet

Appledore Marine Engineering, LLC
600 State Street, Suite E | Portsmouth New Hampshire 03801

February 10, 2022

Captain Geno Marconi
PDA Division of Ports & Harbors
555 Market Street
Portsmouth, New Hampshire 03801

Re: Parking Study Concept Development Submission
Rye Harbor State Marina Driveway and Parking Layout Study
Rye, New Hampshire
Project No. 5279

Dear Captain Marconi:

Appledore Marine Engineering, LLC. (AME) completed parking study at the Rye Harbor State Marina for the purpose of concept development. The following memorandum summarizes the project design guidelines, assumptions, and parking concept plans.

Four concepts were developed to promote safety and efficiency. The concepts have differing approaches to parking layouts, vehicle circulation, and Route 1A access. Aspects of any given approach deemed to be desirable can be incorporated into a more refined approach. The concepts are for general discussions and are intended to be refined during final conceptual development based on input from a traffic consultant, discussions with the NHDOT, and information from the stakeholder's review.

1. Introduction:

The Rye Harbor State Marina public waterfront facility consists of an access road, gatehouse, staging area, maneuvering area, ramp, day-use parking areas (vehicles and trailers), long-term boat storage areas, Isle of Shoals passenger vehicle parking area, IBH prep area, and wash down area.

A study was completed to evaluate the safety and efficiency of the current layout and develop concepts to improve the existing layout.

The goals of the study are to:

a. Develop standard design criteria, and create concept plans that improve safety, utilization, and circulation.

b. Review and discuss concept alternatives and guidelines with stakeholders.

c. Evaluate the main drive for conformance with standard safety criteria.

d. Develop a final conceptual plan with layout information, parking space count, and a summary report.

The boat ramp, recreation pier, customer parking, and entrance drive were evaluated as part of this study.

2. Concept Layouts Summary and Development:

2.1. General:

The concepts have differing approaches to parking layouts and circulation.

Concept 1 demonstrates how the existing drive can be converted to a one-way entrance with head in angled parking and creates a new exit drive onto Route 1A (note: the entrance/exit configuration shown in Concept 1 could be accommodated in any of the other layouts). The concept provides for angled head-in day use trailer parking and passenger vehicle parking oriented in an east to west direction.

Concept 2 retains the existing access road configuration onto Route 1A but eliminates the on-drive parking. Day use trailer parking is accommodated in a mostly pull-through arrangement. Day use passenger vehicle parking is oriented in a north-south alignment, and staff/short term parking is in an east to west orientation

Concept 3 demonstrates how the existing drive can be converted to a one-way entrance with back-in angled parking and creates a new exit drive onto Route 1A. Day use trailer parking is accommodated in a pull-through arrangement. Day use passenger vehicle parking is oriented in a north to south alignment, and staff/short-term parking is in an east-west orientation.

Concept 4 retains the existing access road configuration onto Route 1A but eliminates the on-drive parking. The concept provides for angled head-in day use trailer parking and passenger vehicle parking oriented in a north to south direction, and staff/short term parking is in an east west orientation.

The following table summarizes the number of parking spaces provided for each concept. This parking count will change slightly depending on which entrance/exit configuration is used for the parking layout.

Concept	Day Use Vehicle -Trailer Spaces	Day Use Vehicle - Passenger Spaces	Crew Spaces	Access Road Spaces	Star Island Spaces	Overflow Spaces	Long Term Trailer Spaces[3]
Existing	30	77	27	12	12-15	20-25	61
1	33	75	28[1]	14[1]	12-15	20-25	6+/- lost for exit
2	32	103	25[2]	0	12-15	20-25	61
3	31	84	27[1]	15[1]	12-15	20-25	6+/- lost for exit
4	33	90	25[2]	0	12-15	20-25	61

[1] Includes two additional handicapped spaces
[2] Includes four additional handicapped spaces
[3] Average, varies seasonally

2.2. Main Access Road:

2.2.1. Existing Condition:

The two-way drive is 24 feet wide and has 12 angled parking spaces on the north side. The southbound Route 1A lane is designated for passing at the site drive. Sight distance onto Route 1A to the north could be restricted by boat storage. The access road has a bituminous concrete surface.

2.2.2. Solutions Explored:

a. Concept 1 looks at the potential to convert the main access road to one-way (entrance only) and head-in angled parking along the north side. A new exit is proposed approximately 200 feet north of the existing drive.

b. Concepts 2 & 4 retain two–way main access road. The road is widened, the on-road parking is eliminated for safety, and the turning radii improved.

c. Concept 3 is like Concept 1 but has back-in angled parking along the drive. Back-in parking improves maneuvering sight distance but may be confusing to the average driver.

d. The sightlines are improved by positioning boat storage to minimize conflicts (note: design standards for sightlines have not yet been evaluated).

e. The potential to eliminate the passing zone on Route 1A has not yet been evaluated.

f. Concepts with a new exit drive will require additional pavement, curbing, and signs at the Route 1A approach.

2.3. Gate House:

2.3.1. Existing Condition:

The gatehouse location does not allow queueing of entering traffic without blocking the entrance intersection. The structure is old and will likely be replaced in the near term. The existing structure is currently not provided utilities.

2.3.2. Solutions Explored:

a. The gate house is relocated to allow the maximum practical on-site queueing in all concepts.

b. The gate house relocation will require some curbing and traffic island construction. It would also allow an opportunity to install conduits (water, communication, and electrical) as a part of that work.

2.4. Staging Area (Launch Ready, Tie-Down and Washdown Areas):

2.4.1. Existing Condition:

Staging is directed by attendants when present and typically occurs where space permits. Sometimes, staging is mixed with trailer maneuvering or occurs in travel aisles. The staging area's surface is gravel and unmarked. No change in the surface material is planned.

A freshwater hose is provided from the main building to the southwest corner of the parking lot. The location of the hose and washdown limit oversight by attendants.

2.4.2. Solutions Explored:

a. All concepts provide at least two 12' x 60' Ready Areas and Tie-down/wash areas. A consideration on offering one of the staging areas as a new washdown area is recommended.

b. It is not practical to fully separate the Ready Areas from the maneuvering area, given the proximity of the ramp to the entrance. However, Concepts 2, 3 & 4 create protected ready areas and an area to wait for the ramp to clear to improve safety.

c. The Tie-down areas are located along with the long-term boat storage. One of the two areas shares a space with the washdown area. As this is very short-term parking, the brief blockage of the long-term boats is considered acceptable. During peak periods, additional tie-downs could occur along the storage area.

d. An opportunity exists to relocate the washdown area to a more visible location near the ready areas if the gate house is relocated

2.5. Maneuvering Area:

2.5.1. Existing Condition:

The existing maneuvering area provides proper alignment to the ramp. However, it is located where all site traffic (vehicles and pedestrians) must pass through and create potential safety issues and conflicts. The surface of the maneuvering area is gravel and marked with concrete barriers to control vehicle movements. No change in the surface material is planned.

2.5.2. Solutions Explored:

a. Concepts with a one-way entrance and new exit drive reduce the conflicting movements in the maneuvering area.

b. Concepts 2, 3 & 4 provide a protected area to wait for the ramp to clear.

c. Traffic control in the maneuvering area with either blocks or curbing is contemplated under all concepts.

2.6. Ramp:

2.6.1. Existing Condition:

The Ramp location is fixed. Ideally, it would be located further from the entrance; however, relocation is not practical given environmental and financial constraints.

2.7. Parking:

2.7.1. Existing Condition:

Existing day-use trailer parking is along the harbor riprap. The vehicles/trailers are oriented perpendicular to the riprap. None of the spaces are pull-through. Two-way traffic patterns are used throughout the area. The existing parking area surface is gravel and marked with lime to control vehicle movements. No change in the surface material is planned.

2.7.2. Solutions Explored:

a. Concept 1 utilizes head-in angled parking for the vehicle/trailer combinations, making trailer maneuvering easier than the existing perpendicular ordination. A standard perpendicular parking configuration aligns day-use passenger vehicles east to west. All traffic circulation is two-way. The Star Island and the overflow parking areas remain as they currently exist. The parking alignments will be difficult to maintain with a gravel-surfaced lot.

b. Concept 2 utilizes mostly pull-through angled parking for the vehicle/trailer combinations. Depending on availability, vehicle/trailer combinations can also use these spaces as head-in or back-in. The day-use passenger vehicles are aligned north to south in a standard perpendicular parking configuration. All traffic circulation is two-way. The Star Island and the overflow parking areas remain as they currently exist. The trailer parking is located away from the ramp (not desirable). The trailer space lengths vary, and the longer length spaces can accommodate two vehicle trailer combinations; however, efficient use of the space may require attendant assistance to prevent parking in the middle of the space.

c. Concept 3 utilizes pull-through parking spaces for the vehicle/trailer combinations, which is the most desirable configuration for safety and maneuverability. The day-use passenger vehicles are aligned north to south. The Star Island and the overflow parking areas remain as they currently exist. The parking alignments are favorable for the gravel-surfaced lot.

d. Concept 4 utilizes head-in angled parking for the vehicle/trailer combinations, making trailer maneuvering easier than a perpendicular orientation. The day-use passenger vehicles are aligned north to south. All traffic circulation is two-way. The Star Island and the overflow parking areas remain as they currently exist. The parking alignments are favorable for the gravel-surfaced lot.

e. All concepts use east to west orientation for staff and short-term parking. This allows for the maximum number of spaces in an orientation that does not require travel through the staging areas.

2.8. Long Term Boat Storage Area:

2.8.1. Existing Condition:

Approximately, 61 spaces are provided for trailered boats are stored along Route 1A. The number of spaces occupied varies depending on seasonal need.

2.8.2. Solutions Explored:

No substantial changes are required. In refining concepts, items to consider are assuring sightlines are not impacted at the drive(s) onto Route 1A. In addition, it may be advantageous to identify areas to shorter and longer stored boats depending on the site layout constraints. These areas have been shown on the concept plans. Angled spaces were explored as an alternative, however there was a loss in the number of spaces available.

2.9. Pedestrian/Handicapped Access:

2.9.1. Existing Condition:

No designated pedestrian crossing area exists at Main Drive and to the restrooms. Two designated handicapped parking and access ways exist at the restroom area.

2.9.2. Solutions Explored

a. All concepts provide a crosswalk to access the kiosks along the main drive.

b. Some additional handicapped areas could easily be added in the staff parking area and along the access drive as shown in various concepts if they are deemed warranted.

c. The layouts do not bring the site into compliance with applicable ADA accessibility requirements; however, parking attendants can make additional maneuvering space available on an as-need basis with a gravel lot.

3. Design Guidelines:

The following guidelines were used in developing the conceptual plans. They are based on generally accepted standards and our experience in designing similar facilities:

3.1. Design Vehicle:

a. The design tow vehicle is a 19' tow vehicle with a 26' boat on a trailer (45' combined with boat, 42' combination without boat). The width is 8 feet.

b. Large trucks (IBH) utilize the facility. Minimum turning radii for the expected route will be incorporated into the layout.

3.2. Main Access Drive:

a. The minimum main access drive width is 20 feet for one-way traffic and 24' plus two 2-foot shoulders for two-way traffic.

b. An adequate sightline must be provided at Route 1A (TBD) intersection.

c. Turning radii are based on standard criteria for the towing combination.

3.3. Staging Areas:

a. One ready area and one tie-down area should be provided per launch lane (2 each).

b. The staging areas shall be 12' wide and 60 feet long.

c. Ideally, the Ready Area will be located before the ramp maneuvering area, and the Tie-Down is situated after that ramp.

3.4. Maneuvering Area:

a. The minimum approach and departure lanes width are 20 feet.

b. The width of the area should match the ramp width.

c. The minimum length is 50 feet from the end of the approach curve (the approach curve radius is 20 feet).

3.5. Parking Areas

3.5.1. Towed Vehicles:

a. Standard towed combination = 40' x 10' (42' if no overhang available).

b. Double axel towed combination = 45' x 10' (47' if no overhang available).

c. Angled parking (60 or 45 degrees) is preferred.

d. One-way circulation is preferred.

e. Pull through spaces are preferred.

f. Locate as close to the ramp as practical.

g. The minimum width of the parking aisle is 25.'

3.5.2. Passenger Vehicles:

a. Parking stall size = 9' x 20' Preferred (9' x 18' min with wider aisle)

b. The minimum aisle width is 24' for two-way travel, can be reduced to 15' for one-way 60 degrees angled.

c. Long-term parking users (Isle of Shoals visitors) require 24-hour unrestricted egress for parked vehicles.

d. Handicapped accessible parking and access requirements were not evaluated.

3.6. Long Term Boat Storage:

a. The standard boat stored on the trailer is 26 feet long by 8 feet wide.

b. The minimum parking stall size provided is 26 feet by 10 feet

c. The preferred parking stall size is 30 feet by 10 feet.

d. Angled parking (60 or 45 degrees) is preferred for back-in parking.

e. The minimum aisle width is 30 feet (based on head out maneuvering).

3.7. IBH Prep Area:

a. IBH requires an area for prepping boats before launch and after retrieval.

b. IBH operations are seasonal and occur during non-peak season (spring/fall) making the area available for parking use during the peak seasons.

c. IBH uses a short tractor and 45-foot double axel trailer.

d. A Laydown area for rigging boats with a truck-mounted crane is required; the approximate rigging area required is 50' x 35'.

e. Multiple rigging areas are preferred to accommodate a high tide launch window.

3.8. Wash down Area:

a. A single washdown area is required.

b. The minimum size is 12' x 60'.

c. The existing water connection is at the southwest corner of the parking area.

Please do not hesitate to reach out with any comments or questions.

Regards,

Lawrence Wagner, P.E.
Principal-in-Charge

Kyle Vandemoer, P.E.
Project Manager

Attached: Rye Harbor Driveway & Parking Study Design Concepts

SITE NOTES

1. THESE PLANS ARE INTENDED FOR PRELIMINARY PLANNING PURPOSES ONLY TO ILLUSTRATE DESIGN ALTERNATIVES TO IMPROVE ON-SITE PARKING AND VEHICULAR ACCESS AT RYE HARBOR.
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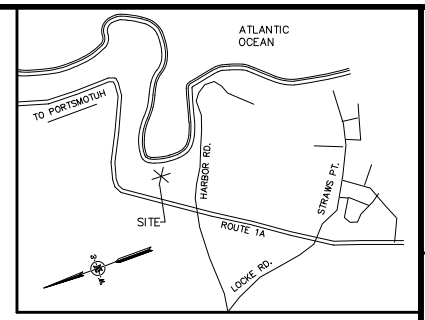
3. THE PLANS DO NOT REPRESENT A BOUNDARY OR TOPOGRAPHIC SURVEY OF THE SITE.
4. WETLAND/HIGHEST OBSERVABLE TIDE LINE BOUNDARIES HAVE NOT BEEN DETERMINED.
5. ANY PHYSICAL IMPROVEMENTS TO THE SITE MAY REQUIRE STATE AND LOCAL PERMITTING.
6. THE PARKING LOT LIES WITHIN FEMA FLOOD ZONE AE10 AS DEPICTED ON MAP 33015C0269F EFFECTIVE 1-29-21.

VEHICLE ONLY	117 SPACES
46'x10' SPACE	28 SPACES
50'x10' SPACE	5 SPACES

PARKING OBSERVATIONS ON 1/10/22:
- LONG TERM PARKING SPACE WIDTH: MEASURING KEEL TO KEEL – VARIED 12' TO 20'
- BOAT/TRAILER LENGTH – VARIED 24' TO 50'



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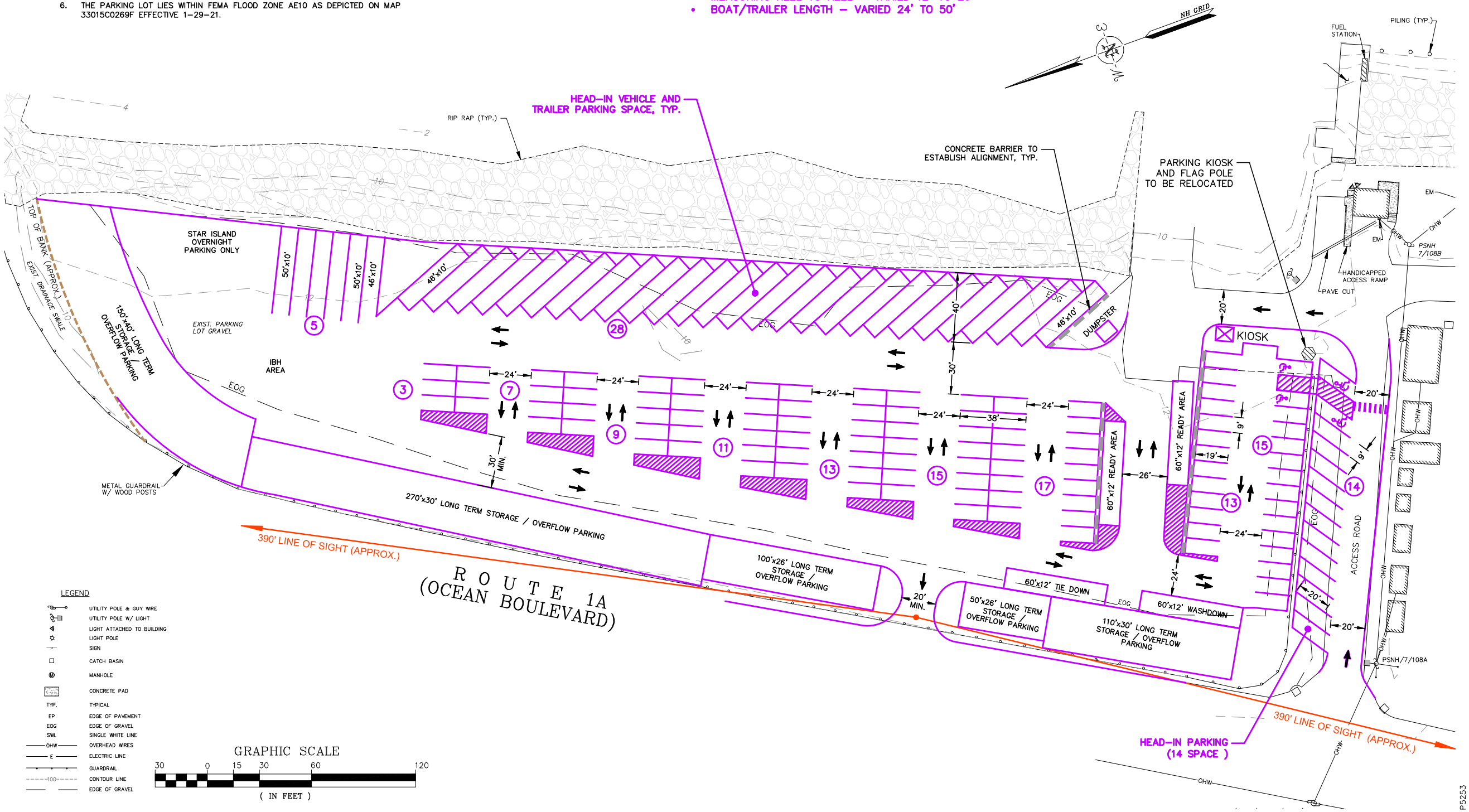

LEGEND

	UTILITY POLE & GUY WIRE
	UTILITY POLE W/ LIGHT
	LIGHT ATTACHED TO BUILDING
	LIGHT POLE
	SIGN
	CATCH BASIN
	MANHOLE
	CONCRETE PAD
TYP.	TYPICAL
EP	EDGE OF PAVEMENT
EOG	EDGE OF GRAVEL
SWL	SINGLE WHITE LINE
OHW	OVERHEAD WIRES
E	ELECTRIC LINE
	GUARDRAIL
100	CONTOUR LINE
	EDGE OF GRAVEL

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)

P5253

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ISSUE DATE: JANUARY 21, 2022

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EDW	01/21/22

DRAWN BY: RMB
APPROVED BY: EDW
DRAWING FILE: 5253CONCEPT.DWG

SCALE:
(22"x34") 1" = 30'
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PORTSMOUTH, NH 03801

APPLICANT:
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DIVISION OF PORTS AND HARBORS
555 MARKET STREET
PORTSMOUTH, NH 03801

PROJECT:
PDA
RYE HARBOR
DRIVEWAY & PARKING STUDY
US ROUTE 1A
RYE, NH

TITLE:
CONCEPT 1 - PARKING / ACCESS IMPROVEMENT PLAN

SHEET NUMBER:
CO - 1

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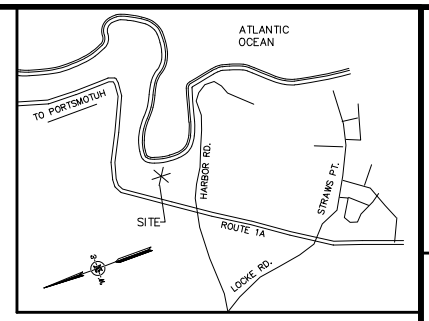
6. THE PARKING LOT LIES WITHIN FEMA FLOOD ZONE AE10 AS DEPICTED ON MAP 33015C0269F EFFECTIVE 1-29-21.

VEHICLE ONLY	128 SPACES
VEHICLE W/TRAILER	32 SPACES

PARKING OBSERVATIONS ON 1/10/22:
- LONG TERM PARKING SPACE WIDTH: MEASURING KEEL TO KEEL – VARIED 12' TO 20'
- BOAT/TRAILER LENGTH – VARIED 24' TO 50'



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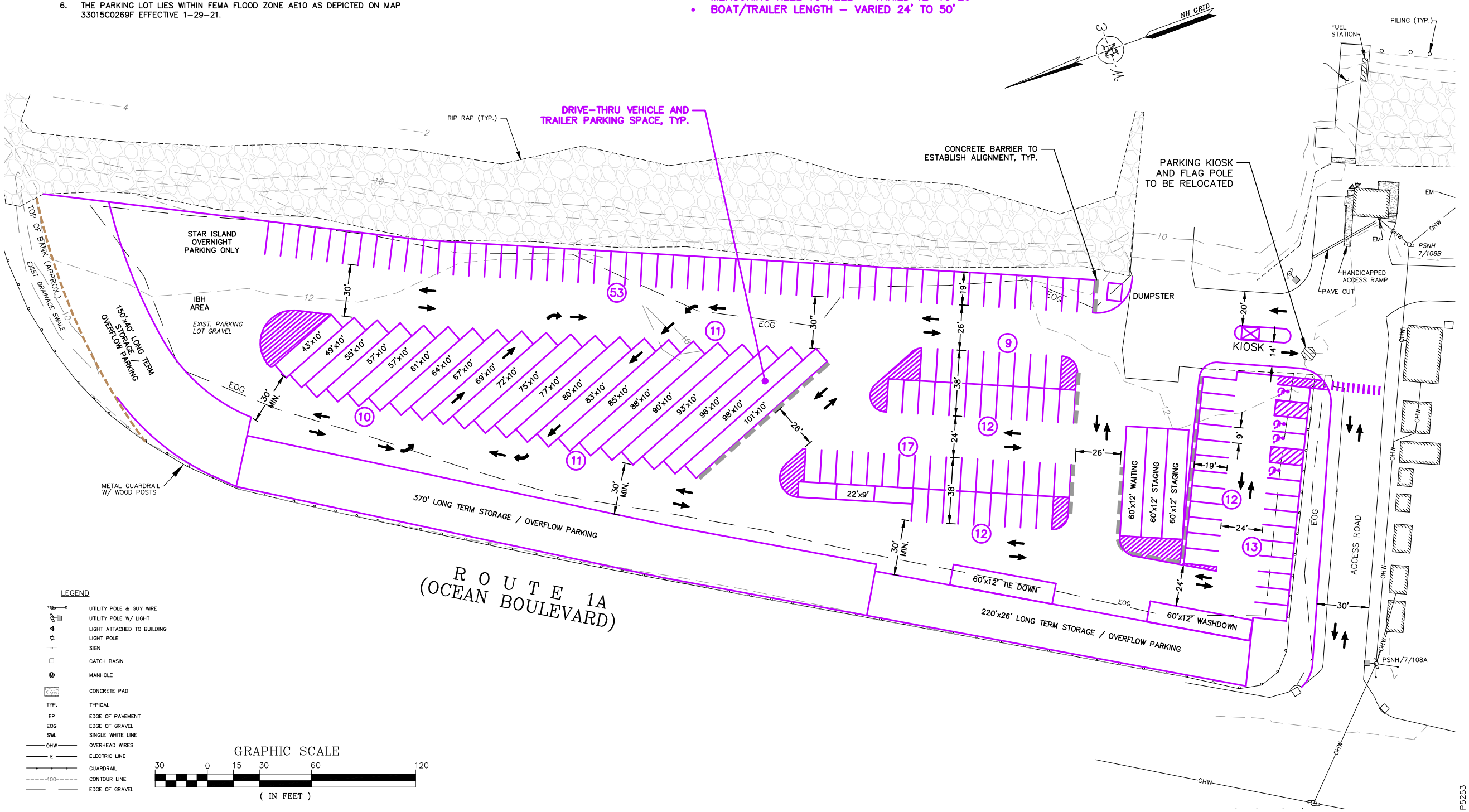

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PORTSMOUTH, NH 03801

PROJECT:
PDA
RYE HARBOR
DRIVEWAY & PARKING STUDY
US ROUTE 1A
RYE, NH

TITLE:
CONCEPT 2 - PARKING / ACCESS IMPROVEMENT PLAN

SHEET NUMBER:
CO - 2

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VEHICLE ONLY	126 SPACES
46'x10' SPACE	23 SPACES
50'x10' SPACE	8 SPACES

PARKING OBSERVATIONS ON 1/10/22:
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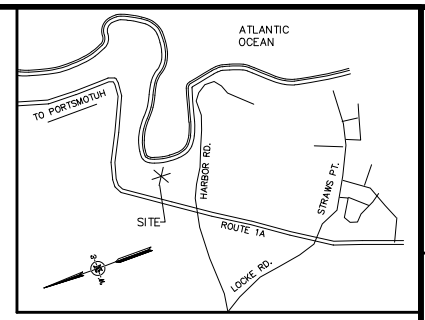

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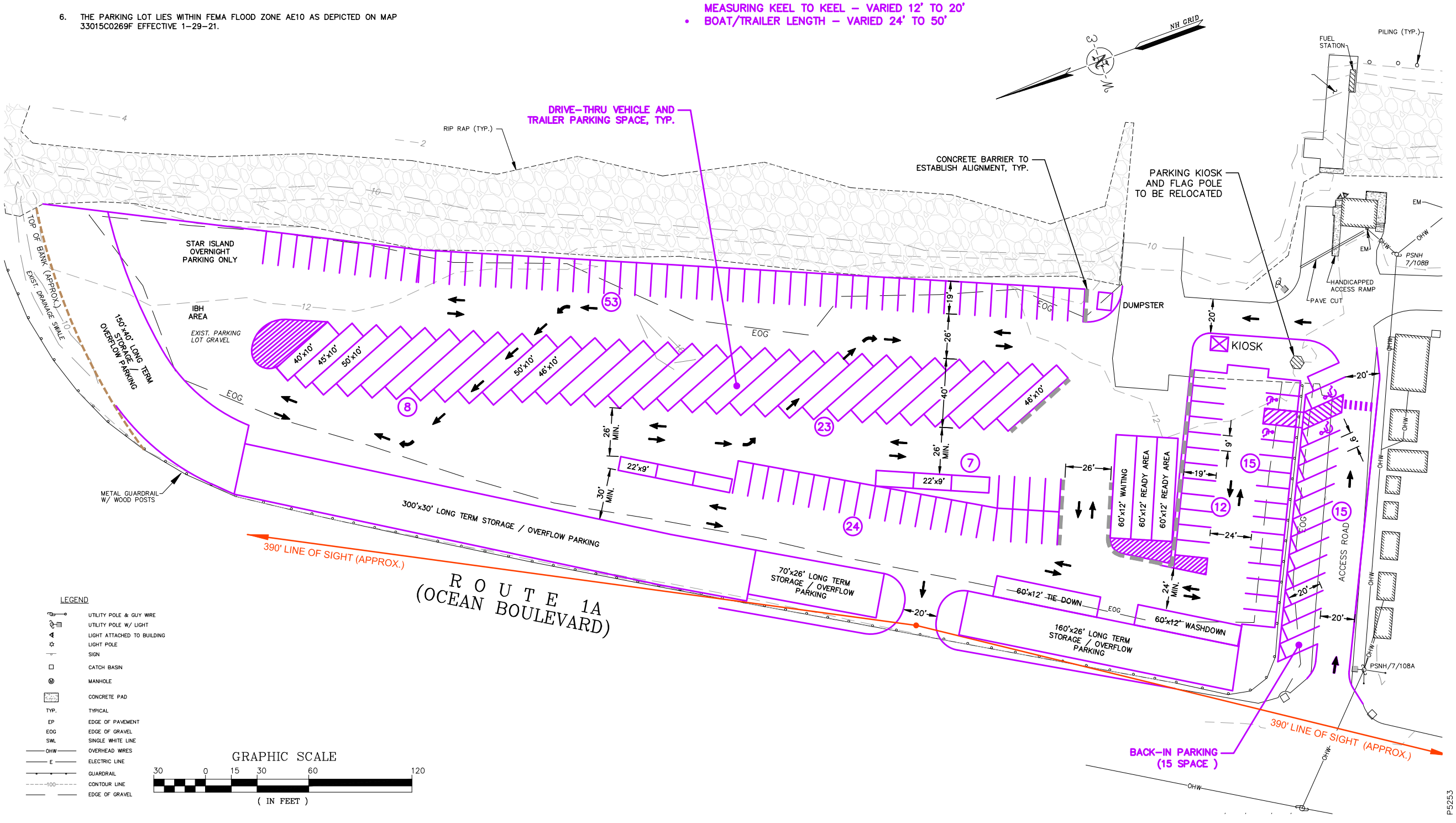

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PORTSMOUTH, NH 03801

PROJECT:
PDA
RYE HARBOR
DRIVEWAY & PARKING STUDY
US ROUTE 1A
RYE, NH

TITLE:
CONCEPT 3 - PARKING / ACCESS IMPROVEMENT PLAN

SHEET NUMBER:
CO - 3

P5253

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VEHICLE ONLY	115 SPACES
46'x10' SPACE	28 SPACES
50'x10' SPACE	5 SPACES

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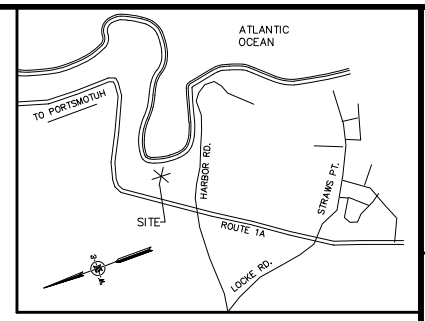

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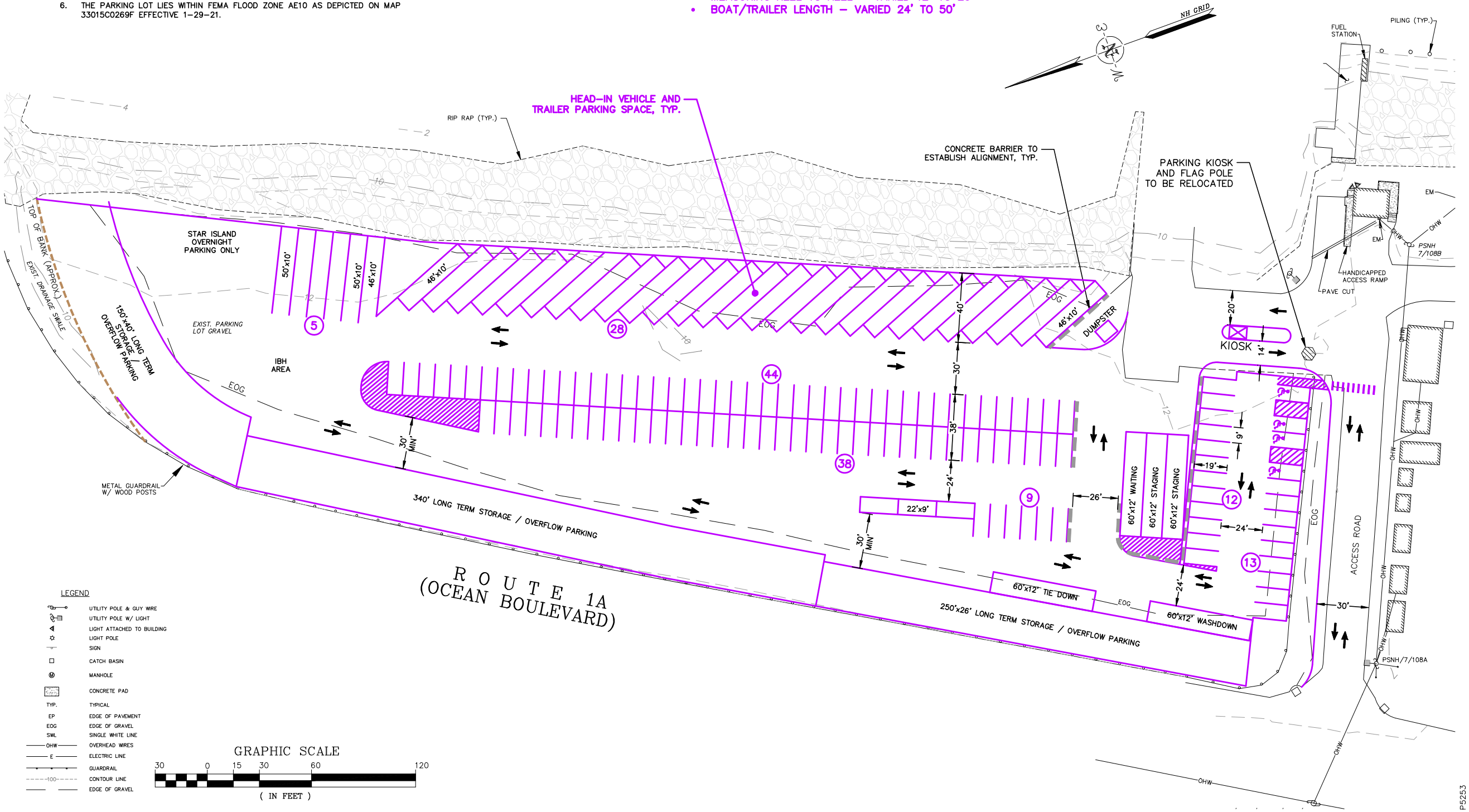

LEGEND

	UTILITY POLE & GUY WIRE
	UTILITY POLE W/ LIGHT
	LIGHT ATTACHED TO BUILDING
	LIGHT POLE
	SIGN
	CATCH BASIN
	MANHOLE
	CONCRETE PAD
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GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)

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PORTSMOUTH, NH 03801

PROJECT:
PDA
RYE HARBOR
DRIVEWAY & PARKING STUDY
US ROUTE 1A
RYE, NH

TITLE:
CONCEPT 4 - PARKING / ACCESS IMPROVEMENT PLAN

SHEET NUMBER:
CO - 4

RYE HARBOR MARINE FACILITY

Report prepared by: Grant Nichols, Assistant Director of the Division of Ports and Harbors

Dated: February 6, 2023

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Introduction

Written following discussions with numerous Rye Harbor business owners, recreational and commercial mooring holders, Town of Rye officials, PDA-DPH employees, and members of the Port Advisory Council, this report has been compiled in order to capture the information to identify:

1. The existing uses of the Rye Harbor Marine Facility;
2. The facility's general economic impact;
3. Options to improve current business operations;
4. Potential infrastructure improvements to increase efficiencies;
5. Aspirational options to improve business operations within the facility; and,
6. Environmental / site challenges.

Rye Harbor History

Rye Harbor Circa 1940

Prior to 1962, the vast majority of the Rye Harbor Marine Facility was a wetlands marsh, similar to the area found between the access road and Harbor Road to the south. The spoils from the dredging that occurred in the harbor in 1962 were placed on shore in the then existing marsh which created a facility measuring approximately 8.52 acres.

Rye Harbor 1962 – Post Dredge

In 2002, the roughly 3.75 acres between the access road and Harbor Road to the south, were subject of a marsh reclamation project, leaving just under 5 acres of usable space for all of the operations within the facility. The facility was originally owned and managed by the NH Department of Resources and Development (DRED) until it was transferred to the Division of Ports and Harbors (DPH) in 2005.

Business Activity

Rye Harbor is best described as a marine transportation facility that primarily supports the New Hampshire commercial fishing industry. The Harbor also supports tourism and transportation charters, two businesses that sell prepared food, and a number of other maritime businesses, such as businesses that buy catch from the commercial fishing fleets and vessel maintenance companies. The Harbor provides direct ocean access to recreational boaters who launch their vessels from the facility's launch ramp and supports year round vessel storage and fueling capabilities for both recreational and commercial vessels.

The businesses in the harbor that appear to attract the most customers are Granite State Whale Watch (GWW) and its affiliated snackbar / food service business known as Rye Harborside (RHS), and the Rye Harbor Lobster Pound (RHLP). GWW is a large scale whale watch business that attracts over 12,000 visitors during the season, which generally runs from June through early October. GWW is the only large scale whale watch business providing this kind of excursion on a full-time basis in New Hampshire. GWW's snackbar / foodservice operation, RHS, sees approximately 900 transactions[1] in a given season. On a yearly basis, about 800 of those transactions are with one-time visitors. The remaining 100 transactions are generally with repeat customers. RHLP runs a business selling live lobsters and restaurant style meals from the two-shacks it operates on the main access road. Though its 2022 seasonal transaction count is not available at this time, RHLP's seasonal transaction average between 2018 and 2021 was 14,367 transactions over an average of 139 days of operation per season.[2]

[1] A "transaction" is any single customer sale, regardless of the size of the order.
[2] Information on transactions was provided by the referenced businesses.

Charter Boat Activity: There are twelve charter boat businesses operating at Rye Harbor providing fishing excursions, sightseeing tours, and transportation services to the Isles of Shoals. These businesses do the majority of their business in late May through early September each season. Six of the twelve businesses provided information on the numbers of trips and passengers they saw during that time frame.

Respondent	Trips	Passengers (Avg.)
#1: Charter Fishing	30	6 Per Trip; 180 +/-
#2: Charter Fishing, Tours	40	3 Per trip; 120 +/-
#3: Charter Fishing, Tours	45	3 Per trip; 135 +/-
#4: Charter Fishing	50	8 Per trip; 400 +/-
#5: Charter Fishing, Tours	96	5 Per trip; 480 +/-
#6: Sight Seeing and Transportation	224	Sightseeing; 70 Per Trip x 140 trips; 9,800 +/- Transportation; 17 Per Trip x 84 trips; 1428 +/-
Totals (May – September)	**485**	**12,543 Passengers over 100+/- days**

Commercial Fishing Activity

Data provided by New Hampshire Fish and Game (NH F&G) illustrates the impact commercial fishing activity has on the fleet using the commercial pier and the local economy. Commercial fishermen are required to report their landings, which NH F&G tracks by weight and total market value.

There has been an increase in fish landings at all three facilities DPH manages since 2018. Renee Zobel, who administers the Marine Resources Program for NH F&G, advises that lobster harvesting has stayed fairly consistent in New Hampshire state waters over time and that the majority of increases are catch being landed from federal waters. Ms. Zobel was not able to provide a breakdown of species caught by weight as that information is confidential, but she was able to provide a table showing the diverse number of species of fish being harvested in area waters. This information can be provided if there is interest in reviewing. She also offered that some of the species other than lobster harvested represent species identified in emerging fisheries / markets.

Year	Fishers	Dealers	Lobster (lbs.)	All other (lbs.)	Total weight	Value
2018	49	29	171,487	545,529.34	717,016.34	**$1,173,924.62**
2019	66	31	101,324	914,572.33	1,015,896.33	**$1,096,983.83**
2020	56	25	285,364	808,990.96	1,094,354.96	**$1,926,641.18**
2021	62	26	345,118	804,555.70	1,149,673.70	**$3,253,642.95**
2022	44	22	268,705	*compiling*	*compiling*	**$2,212,200.54***

*** To date as of 12/12/2022**

It should be noted that the fishermen in this report landing in Rye Harbor pay a Pier Use Permit fee in order to land their catch. The dealers purchasing those lobsters from the fishermen do not. Requiring dealers to enter in to a right of entry (ROE) for use of the facility and requiring that they provide proof of insurance would be wise. Charging a fee for use of the facility also represents an opportunity to increase revenues in order to support the operation of this public facility.

First Responder Support

Rye Harbor also supports numerous First Responder agencies, to include the New Hampshire Marine Patrol, NH F&G, and the Department of Environmental Services, which uses the facility to launch, recover, and fuel its vessels. The United States Coast Guard frequents Rye Harbor and considers Rye Harbor a potential alternate fueling location should its system at Station Portsmouth Harbor go down for maintenance or otherwise. Rye Fire Department stores its Search and Rescue Jet Ski at Rye Harbor, which it uses to respond to maritime search and rescue calls. A video link which shows how the Jet Ski is used can be found below this paragraph.

The Rye Fire Department is the primary provider of medical aid at the Isle of Shoals and the responding department for Rye Harbor. In 2022, Rye Fire Department responded to four medical aid calls in Rye Harbor and nine medical aid calls involving Star Island where Rye Harbor factored in to the response, e.g. an injured person being transported to the dock where the Fire Department met the boat and provided treatment. An additional 14 calls for service requiring the use of the Fire Department's Jet Ski occurred during the year as well. These calls generally involved persons stranded on the rocks while at sea in smaller watercraft.

Video Link to Rye FD Jet Ski demonstration:
https://www.facebook.com/RyeFireRescue/videos/307046134556863

Jurisdiction and Authority

The PDA, acting through DPH, has;

> "…the responsibility for and jurisdiction over state-owned commercial piers and associated facilities, including the establishment of permit programs…wait lists … [and] fees. (RSA 12-G: 42, Additional Powers and Duties, Para. IX). Additionally, as it related to fees, PDA/DPH with the approval of the Board may set and collect fees related to "wharfage, dockage…mooring permits and waitlists… [and] Fees relating to state-owned commercial piers and associated facilities…" (RSA 12-G: 42, XI).
>
> Further, DPH's statutory charge under 12-G:43 provides that DPH shall…
>
> "Plan for the maintenance and development of the ports … in order to foster and stimulate commerce and … commercial and industrial interests that may depend on the sea for transport of products, including such interests as may be desirous of locating in tidewater areas of the state; as well as to encourage the establishment of accommodations for the boat traveler, the area boat owners, the pleasure fishermen, and others who pass up and down our coast line or in its tributaries. [RSA 12-G 43, (a)]

Aid in the development of salt water fisheries and associated industries. [Id at (b)]

Cooperate with any agencies or departments of the federal government in planning the maintenance, development, and use of the state ports and state tidal waters. [Id at (c)]

[and] Perform such other duties and functions relating to the administration, management, and operation of division property and division projects as are assigned to the division by the authority. [Id at (f)]."

General Financial Situation

With the exception of FY 2022, Rye Harbor as its own business unit within DPH, has generally operated in the black over the last five years, with revenues being directed to capital improvements at the facility that are non-grant related. Some outliers for consideration are identified here:

- Rye Harbor's net income increased in FY 20 because of the funding related to the Army Corps of Engineers (ACOE) dredging of Hampton Harbor.

  Note: PDA-DPH's statutory charge requires DPH to collaborate with federal agencies as it relates to the maintenance of navigation channels in the tidal waters as the State sponsor. PDA-DPH's ability to receive funding from the federal government through the ACOE relies heavily on the commercial nature of the activity in Portsmouth, Rye, and Hampton Harbors. Though the state pays a cost match generally set at 25%, the federal government absorbs a large majority of the costs and the federal administrative requirements.

- In 2021, Rye Harbor saw an increase in weather related maintenance and a spike in snow removal costs.

- Rye Harbor saw more weather related repairs in FY 2022, the additional costs of the installation of a dedicated fire lane, and increased snow removal costs.

	FY 2018	**FY 2019**	**FY 2020**[1]	**FY 2021**[2]	**FY 2022**[3]
Revenue	$243,981.00	$303,871.00	$904,091.00	$337,885.00	$335,091.00
Expenses	$187,133.00	$250,733.00	$828,353.00	$312,457.00	$409,011.00
Net	$ 56,848.00	$ 53,138.00	$ 75,738.00	$ 25,428.00	-$ 73,920.00

[1] Includes $585,000.00 of funding and expenses related to the Rye dredging project.

[2] $37,000 in repairs and $19,500 in increased snow removal costs.

[3] $53,800 in repairs; $46,000 to convert 30-minute parking to a Fire Lane; $21,575 in increased snow removal costs; $121,375 in increased total expenses. Note: But for these increases, Rye would have seen a $47,455.00 net profit.

Rye Harbor Access Agreements
Pier Related Permits

DPH administers a variety of pier related permits within Rye Harbor that authorize certain uses of the facility's piers, as further described below:

Permit Fees	2018	2019	2020	2021	2022
Annual Pier Use	$15,600 (50 Vessels)	$22,480 (60 Vessels)	$26,154 (63 Vessels)	$29,316 (70 Vessels)	$25,202 (59 Vessels)
Single Use Pier Permits	$ 1,314	$ 227	$ 440	$ 216	-0-
Skiff Permits (Rec)	30/$1,500	28/$1,400	30/$1,500	30/$1,500	30/$1,500
Skiff Permits (Com)	43/$2,150	51/$2,550	51/$2,550	52/$2,600	49/$2,450

Pier Use Permits:

An Annual Pier Use Permit allows the permit holder to utilize space on the pier on a non-exclusive temporary basis during the permit's term. The Pier Use permit may be issued to an applicant engaged in commercial fishing, charter, or cargo operations. Off-site businesses may apply for a Pier Use Permit by articulating the needed pier use and what facility or facilities they need access to.

A Single Use Pier Use Permit allows use of the pier on specific occasion and is issued to the owners or operators of transient commercial fishing vessels only.

Examples of Pier Use Permit Fees:

- **DPH**: The permit fee for an Annual Pier Use Permit is $12.00 per foot of the vessel the permit is being issued for. A $200 minimum fee is also established within the fee structure so for example, if a person sought Pier Use for a vessel that is 14' in length, PDA-DPH would collect the $200 minimum fee rather than $168 using the $12 per foot fee.

  The Single Use Pier Use Permit fee is calculated at $6 per foot of the permitted vessel.

- **Kittery, ME** – Kittery charges $10 per foot for a resident and $20 per foot for a non-resident for annual pier-use. Kittery charges a $50 single pier-use fee for residents with non-residents paying $100.

- **Bar Harbor, ME:** Bar Harbor's *"Commercial Use Fee"* generally mirrors the PDA-DPH Pier Use Permit. It is exclusive to those engaged in commercial fishing, granting use of hoists, docks, ramps, dumpsters, and a parking permit for $250.

  Like the PDA-DPH Pier Use Permit, Bar Harbor will grant off-site businesses limited pier use through a permit. Their "Seafood Buyers Permit" grants off-site business the right to enter the facility and use the loading zones and hoists for $5,000.00 annually.

Skiff Permits: A Skiff Permit allows those holding a commercial mooring permit or recreational mooring permit at Rye Harbor to secure a skiff to the skiff dock. Skiffs are used by mooring holders to travel from the dock to their mooring in the mooring field. In the past five years, the harbor has seen an average of 78 commercial and recreational skiffs in the harbor.

Examples of Skiff Fees:

- **DPH**: DPH charges an annual $50 fee which appears to be fairly average based on a review of other facilities, with some notable outliers.

- **Kittery, ME** – Kittery charges $50 for a resident skiff permit and $120 for non-residents.

- **Newburyport, MA** – Newburyport charges $250 for a skiff permit which they refer to as a "Dinghy Permit".

Moorings, Mooring Permits and Waitlists

Types of moorings and general rules – As a primer for this section, it is helpful to briefly review the several types of moorings that DPH permits and how they are impacted by the mooring waitlist.

DPH currently permits 1,532 moorings in 29 mooring fields within the tidal waters of New Hampshire. There are seven different types of moorings, all of which have slightly different requirements as it relates to application, reapplication, and permitting.

- Types of Moorings:

  - General use mooring permit: A general use mooring permit may only be held by an individual who is *an owner* of the vessel the permit is issued for and cannot be held by a corporation or a trust. The phrase "*an owner*" is important as many people co-own vessels because of the expense. Regardless of how many "owners" there are of a vessel, only one can be named on the general use mooring permit.

    A general use mooring permit holder may submit an application to change the category of his or her existing mooring to a commercial use mooring permit at any time during the permit year provided he or she meets all of the commercial mooring application requirements contained within the Commercial Use Mooring Permit requirements found in Pda 506.08. Should they do so the permit must remain commercial and cannot return to general use.
  - Commercial use mooring permit: The holder of a commercial use mooring permit must produce documentation upon application or annual reapplication showing that the mooring was in fact used commercially. In the case of a fisherman he or she must produce the current boat registration and fishing license, as well as proof of the sale of licensed species during the previous year. A charter boat permit holder must produce a captain's license, two forms of advertising, and documentation showing good standing with the Secretary of State.
  - Commercial mooring for hire mooring permit: A commercial mooring for hire permit must be held by a shorefront property owner. In most cases this is a marina or yacht club. A landlord that rents the property may also qualify and allow the occupying tenant the use of the mooring. The authority to grant a commercial mooring for hire belongs to the Board of Directors, which has delegated that authority to the Executive Director.
  - General use and commercial nearshore moorings: A nearshore mooring can generally be placed anywhere within the high water-mark at the shoreline and the low water-mark in the nearshore area of any mooring field or sub-filed. These moorings are not as desirable as those found in the main mooring field as the vessel on the mooring is quite often unusable at low-tide. Other than being closer to shore

in shallower and sometimes less navigable water, the requirements for obtaining this type of mooring are identical to moorings found in the main mooring field.

- Temporary seasonal use mooring permits: Temporary seasonal use mooring permits are moorings at the location of an existing general use, commercial use, or shorefront property mooring, which the permittee has elected not to use for the season. The next person on the waitlist is entitled to apply for the use of that location for that season. It cannot be done for consecutive seasons and must be applied for during reapplication. To date none has ever been issued by DPH.
- Shorefront property owner mooring permit: The owner of shorefront property is entitled to one mooring permit exempt from the waitlist. It must be in the shorefront property mooring area, which essentially means in front of the property. The permittee must produce a copy of the deed, tax map, and recent tax bill, as well as the boat registration upon initial application. Upon reapplication the deed and tax map are not required.
- Non-revenue mooring permit: Non-revenue mooring permits are issued to State agencies and do not require the payment of the fee. The majority are held by UNH and DES. There is one non-revenue mooring located in Rye Harbor reserved for the use of DPH.

- Waitlists and general rules – Unless one is the owner of shorefront property it is necessary to apply for the waitlist to obtain a mooring permit. An applicant remains on the waitlist as long as they reapply each year. The length of time one must wait varies by location, with Rye Harbor being one of the longest waits at about 30 years. There are some areas in State tidal waters with no waitlist, such is some areas of Little Bay or the Piscataqua River. When an opening occurs in a waitlisted area it is offered to the top 5 on the waitlist by certified mail. The mooring permit(s) are then issued in that order. The application is reviewed by a staff member who coordinates the permit process. It is then reviewed by the local harbormaster and the Chief and Deputy Chief Harbormasters to ensure it is a complete application and that the applicant is entitled to that permit.

  A mooring permit is for a specific location. It allows the permittee to place their property, the block, chain, and ball, in State waters. It is the permittee's responsibility to ensure that the equipment is adequate and that it stays in the assigned location.

  Moorings cannot be loaned out. The assigned boat is the only one allowed on a mooring unless it is a skiff used to access that mooring. If a permit holder wishes to change the assigned boat they must produce the registration and pay the difference in fee, if any.

  Mooring balls must be labelled with the permit holder's last name and the permit number. Reapplications are sent out at the first of the year and must be returned complete to the DPH by March 1st or within 10 business days if accompanied by the late filing fee. The review process is the same as that for a new application.

- Transferability – A mooring permit may be transferred in only two instances:

  - *Transfer to Spouse*: A general use mooring permit, commercial use mooring permit, or shorefront property mooring permit may be transferred to the surviving spouse in the event of the death of the permit holder.
  - *Commercial Mooring Transfers*: It is possible to apply for the transfer of a commercial use or commercial for hire permit concurrent with the sale of a business or business unit. The Board of Directors has delegated the authority to approve such a transfer to the Executive Director who then reports that transfer to the Board. In such a case the application is subject to the DPH internal review process, but then is

reviewed by the Division Director and PDA legal counsel before consideration by the Executive Director.

Moorings in Rye Harbor – There are a total of 152 moorings in Rye Harbor. The break down is 63 commercial, 83 general use, 5 shorefront, 1 non-revenue.

Mooring Data	2018	2019	2020	2021	2022
General Use Moorings	46	49	50	45	46
Commercial Use Moorings	63	61	59	62	60
Non-Revenue Moorings	0	0	0	0	0
Shore Front Moorings	3	4	4	4	5
General Use - Nearshore	43	40	39	39	37
Non-Revenue - Nearshore	1	1	1	1	1
Commercial - Nearshore	4	5	5	4	3
REVENUE					
Rye Harbor Moorings	$30,670	$38,564	$37,528	$36,522	$37,208
Rye Near Shore Moorings	$ 7,910	$10,496	$10,292	$ 9,896	$ 9,380
Total	**$38,580**	**$49,060**	**$47,820**	**$46,418**	**$46,588**
Fees by Year	$10 flat fee	($12 LOA or $200) Eff. Apr. 1. 2019	($12 LOA or $200)	($12 LOA or $200)	($12 LOA or $200)

Note: DPH does not give preference to New Hampshire residents for a mooring in New Hampshire tidal waters. The primary reason for this is that all structures within the state's tidal waters fall under the ACOE General Permit (GP). The ACOE allows the state the ability to administer docks and moorings in tidal waters provided they follow certain rules, one being that the state may not discriminate against a person from another state seeking to hold a mooring within New Hampshire waters. A violation of this provision within the GP could result in revocation of the GP, or the refusal to perform any dredging in the State.

Right of Entry Agreements (ROE): A Right of Entry (ROE) is a written license agreement between PDA-DPH and a business that authorizes the business to conduct certain business activities on DPH property. The agreement, revocable at will by DPH, reflects the rights, privileges, and responsibilities of both parties for a specific period of time.

There are 17 businesses in Rye Harbor that have formalized 19 ROE's with PDA/DPH. The terms found in these documents are generally consistent, with minor differences related to the nature of the allowed business. Some are engaged in charter operations only, while some sell souvenirs, bait, tackle, live lobsters, etc. These businesses have access to DPH provided restrooms, as well as the on-site dumpster for trash disposal. Shack owners can tap into the DPH water line at their own expense and subject to the installation of their own water meter.

10 of the businesses with ROE's in Rye Harbor combine a water-based business having a Pier Use Permit with a land based structure or "shack". The ROE terms specify the allowed use at the shack. All ROE holders with shacks pay a $1,000 per year fee for the space the shack occupies, calculated between July 1st and June 30th and have insurance and other requirements. All Rye Harbor ROE's are currently set to expire on June 30, 2023.

Concession Contract: One Rye Harbor business, RHS, a snack bar operated by GSWW, also holds a food concession contract in the harbor. RHS sells restaurant style food items such as breakfast sandwiches, lobster rolls, burgers, and hotdogs.

The concession contract contains the same $1,000 rental fee for the space that ROE holders must pay and has the same general terms as the ROE's, with a handful of additional requirements, which include:

- Section 19 of the contract titled, "Accounting Methods and Payments" states in part that "All gross income received by the operator shall be recorded by cash registers" and that "register tapes shall be available to PDA-DPH for audit and inspection purposes." The concessionaire is also required to "maintain…permanent books of accounts and records, including inventories…expense[s], receipts and disbursements and other information…available at all times for inspection [audit] by PDA-DPH".

- Section 21 of the contract titled, "Personnel" empowers PDA-DPH to take certain actions concerning the concessionaire's personnel. The section states in part, "…whenever PDA-DPH shall notify the concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such conditions shall be corrected or such person shall be discharged and shall not again be employed without consent of the PDA-DPH."

There is one other business at Rye Harbor that sells restaurant style food items, RHLP. RHLP currently sells these items (lobster rolls, chowder, steamed clams) pursuant a waiver under its ROE, which, as drafted, permits the operation of a lobster pound.

Currently, there is no additional fee associated with the right to sell restaurant style food items at Rye Harbor, whether it be under the RHS concession contract or the waiver under RHLP's ROE.

Looking ahead, it would be advisable for any ROE holder who desires to sell restaurant style, ready to eat, food items to have a corresponding concession agreement with PDA-DPH. A concession agreement should contain a provision ensuring an appropriate fee is paid for the right to operate a restaurant style business from and on property of the State of New Hampshire. This fee would support facility upkeep and operations. Toward that end, examples of such agreements are discussed below.

Comparable State Contracts

Department of Natural and Cultural Resources (DNCR) – DNCR is responsible for the operations and management of Odiorne Point State Park which, like Rye Harbor, is located in Rye, New Hampshire. DNCR was interested in allowing limited food concession services at Odiorne Point State Park. Using the Request for Proposal (RFP) process, DNCR identified and assessed applicants, then entered into a contract for *"food concession services"* at Odiorne on March 25, 2022 for the 2022 season. The concessionaire, a catering company operating out of Newmarket, NH, entered into a five month contract (May 15, 2022 – October 15, 2022) with DNCR, agreeing to pay DNCR $1,000 per month to rent an existing food concession space, as well as 10% of total gross sales, both payments being due on the 15th of each month. The caterer was also granted a renewal option for the same time period with the same terms for the 2023 season.

The terms and conditions in the DNCR contract and the concession contract PDA-DPH currently has with Rye Harborside are similar. Noted differences, however, are that where DPH mandates the methods used by Rye Harborside to record their sales and reserves the right to inspect and audit the concessionaire's books, DNCR requires the concessionaire to prepare daily sales reports and submit a statement of gross receipts by the 15th of each month. Additionally, DNCR requires the concession fees noted above; PDA-DPH does not require Rye Harborside pay a percentage of their profits and its base fee is quite a bit lower.

Pease Development Authority – The Pease Development Authority has a food concession contract with Great Circle Catering in the airport terminal building at Pease International Airport and with Galley Hatch Catering which operates Grill 28 in the golf course clubhouse. Both contracts closely mirror the requirements related to records review, cleanliness, rules, regulations, quality of services, pricing based on prevailing market conditions and licensing found in the RHS and DNCR contracts.

Both PDA contracts are set for a term of years with the ability to extend the contracts in one-year increments. Though neither concessionaire pays rent or utilities, each pays a percentage fee based on their gross revenues:

- Great Circle concession fee – In the first three years of the contract Great Circle is required to pay 10% of its gross revenues, computed monthly, excluding sales tax and gratuities. Years four and beyond see increases in this fee up to 14% in option years beyond the seven years outlined in the contract. These incremental increases also take enplanements into consideration. If enplanements year to year increase, the percentage fee increases accordingly based on the year of the contract. If enplanements remain flat or drop, the fee remains the same as the preceding year. If at any time during the life of the contract after the initial three year time period enplanements drop below 50,000, the percentage fee reverts to 10%.
- Galley Hatch concession fee – PDA first entered this agreement with Galley Hatch in April of 2009. Since November 2017, the concession fee paid to the PDA has been set at 17% of gross revenue.

Parking Related Permits

Rye Harbor has seen an average of 5,662 cars parked in the facility's parking lot per season since 2018. In 2018, 6,962 paying vehicles were recorded as parking at the facility, with the recorded low being 2021 with 5,138 vehicles parked. In 2021, out of the 5,138 vehicles parked, no fees were collected for 1,274 *"Complementary 30-Minute Parking Permits"* that parked within the facility's lot.

The majority of visitors parking at the facility are primarily visiting GSWW and RHLP. There are also a number of recreational boaters who launch their vessel then park their vehicle and trailer in a designated area within the lot. The five year average for launching and trailer parking stands at 749.

Customers enjoying GSWW, RHLP, or a charter generally travel on foot directly from the parking lot to the Recreational Pier, but a significant number find themselves walking on the access road to visit the shacks that run along it or, across the intersection at the parking lot entrance to get to RHS or the bathroom facilities. The pedestrians traveling on the access road sometimes impede motor vehicle traffic and could find themselves in danger should a driver become distracted. At times, activity at RHLP, whether it be customers ordering or eating food,

as impeded traffic flow at the harbor entrance. Efforts have been made to remedy this situation, but this issue should be addressed in all ROE's moving forward.

In response to public safety concerns in the Harbor, the 30-minute free parking area along the guardrail was converted to a Fire Lane in 2022. The elimination of the 30-minute parking area worked to cut down on accidents and near misses on the access road, generally solved the vehicle and pedestrian congestion problem along the access road, and, most importantly, provided a place for emergency vehicles to operate should an emergency arise. Parking for the businesses within the Harbor is now exclusively located within the facility parking lot and is available for the requisite $5 parking fee, which appears to be very low when compared to other locations along the seacoast.

Examples of Parking Fees Charged by Similar Facilities

- Parking for Hampton Beach State Park and Wallis Sands State Park;
  - $15 for Cars
  - $30 for an RV, Empty Bus or Van.

- Parking for Maudslay State Park, Newburyport;
  - MA Resident Vehicle - $5
  - Non-MA Resident Vehicle - $20

Parking Activity	2018	2019	2020	2021	2022
General Parking Fees	$34,810	$31,155	$26,020	$19,320	$28,480
Daily Seasonal Parking Permit and Sticker	$ 2,175	$ 1,500	$ 2,025	$ 1,350	$ 1,425
Overnight Parking (Rec)	Not Avail.	Not Avail.	Not Avail.	$ 4,285	$ 4,540
Overnight Parking Permit (Season)	$ 6,065	$ 6,830	$ 5,550	$ 1,925	$ 3,795
Seasonal Overnight Parking Permit and Sticker	$ 750	$ 3,600	$ 600	$ 2,100	$ 2,250

General Daily Parking, Trailer Parking and Boat Launching (Pda 604.08): A daily parking ticket allows the holder to park one vehicle on the day of purchase between sunrise and 11:59 p.m. in the lot.

A daily combination parking ticket allows the holder to park one vehicle and one trailer in the lot on the day of purchase between sunrise and 11:59 p.m. The ticket holder is also permitted to launch and recover their vessel between sunrise and 11:59 p.m. at the boat launch.

Daily parking and daily combination parking tickets are nontransferable.

Daily Seasonal Parking Permits (Pda 604.09): A daily seasonal vehicle only parking permit allows the holder to park one vehicle in the lot between sunrise and 11:59 p.m. on a space available basis. Generally, about 25 people who hold moorings in the Harbor apply for these permits on an annual basis.

Daily seasonal combination parking permits allow the holder to park one vehicle and one trailer in the lot between sunrise and 11:59 p.m. The permit holder is also permitted to launch and recover their vessel at the boat launch area.

Daily seasonal parking permits and stickers are nontransferable and are valid only for the single vehicle specified in the permit application.

Overnight Parking Permits (Pda 604.10): Overnight vehicle only parking permits allow the holder to park one vehicle from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season in the lot on a space available basis. Only one multi-night permit under this paragraph shall be issued for any one vehicle during the season but, there are no limits on the number of overnight vehicle only parking permits that can be purchased for non-consecutive nights. A majority of these permits are held by Star Island staff with the remainder being held by Rye mooring holders who take multi-day trips on their vessels.

Overnight combination parking permits allow parking from 6:00 p.m. of one day to 6:00 p.m. of the following day for up to 6 consecutive nights during the season for a vehicle and trailer, including the right to launch and recover the vessel from the boat launch. Only one multi-night permit under this paragraph shall be issued for any one vehicle during the season but, there are no limits on the number of overnight vehicle only parking permits that can be purchased for non-consecutive nights.

Seasonal Overnight Parking Permits for Seasonal Overnight Parking at Rye Harbor (604.11): A seasonal overnight vehicle only parking permit allows the holder to park one vehicle for any period of time at any time during the season, on a space available basis in the parking lot. Seasonal overnight parking permits are nontransferable and are valid only for the single vehicle specified in the permit application. As with the standard overnight parking permit in 604.10, the majority of these permits are held by Star Island staff with the remainder being held by Rye mooring holders who take multi-day trips on their vessels.

Looking ahead, it appears appropriate to look at ways to better manage the limited motor vehicle parking area and Rye Harbor and to leverage technology to make parking more efficient, safer, and enhance its revenue generating capabilities in order to ensure funds are available for facility maintenance and improvements.

Fuel Sales and Vessel Storage

Fuel Sales: There are two fueling points in Rye Harbor with unleaded and diesel fuels available. Another fueling option available to commercial vessel owners is to purchase fuel directly from vendors who maintain a ROE with the division and pay a flowage fee of $.10 per gallon. In order to purchase fuel directly from one of the two approved vendors, the boat owner must have DPH's permission, the permission of the local fire department, a pier use permit, and approved variance from the State Fire Marshal's office. Presently, there are 16 approved variances in Rye Harbor.

	2018	2019	2020	2021	2022
Fuel Flowage Fees (Trucks)	$ 4,316.82	$ 4,302.78	$ 4,688.49	$ 8,831.35	$ 4,417.14
Fuel Sales (Pumps)	$110,232.50	$171,114.13	$185,149.16	$159,267.34	$194,860.24

You will note that there are a number of spikes and drops in revenue over the last five years. The Portsmouth Fish Pier seawall collapse in 2019 had a large impact on the increase in fuel sales in Rye as those who normally fueled at the fish pier shifted to Rye for their fuel. The pumps at the Portsmouth fish pier remained out of service due to reconstruction of the wall until early 2021 which in part, accounts for the increased sales at the pump. Additionally, the pumps in Hampton were down for a time during the same time frame due to difficulties with the installation of a new dispenser, which also increased sales in Rye Harbor.

The 2021 dip in Rye's commercial unleaded sales was due to the pump on the commercial side being placed out of service by DES until extensive repair work was done. That pump was down until summer of 2022 due to the nature and complexity of the required repairs. That pump came back online just before Rye's recreational unleaded pump went down in late June 2022. The money to repair the pump and replace the fueling station as a whole has been approved and plans for that work are being completed now.

The near 100% spike in Flowage fees from the previous three year average of $4,436.03 in 2021 occurred during the dredge in Rye Harbor that year. The dredging contractor (Prock Marine) took on all of its fuel exclusively from the approved vendors.

Vessel Storage: Vessel storage within the facility is done on a "space available" basis. In FY 2022 PDA-DPH saw 55 boats stored within the facility over winter. The rate for winter storage is $18 per foot using only the vessels length indicated on the registration, not the total length of the vessel and trailer combination. PDA-DPH collected $23,584.00 in winter storage fees this past FY.

Over the summer, the division saw 63 vessels stored within the facility at a rate of $36 per foot. PDA-DPH collected a total of $48,979.00 in storage fees. The total vessel storage revenue collected for the FY was $72,563.00.

The number of vessels stored within the facility stays relatively steady, which provides for a predictable revenue stream. The five year average for vessel storage sits at $66,082.00 with the high being the 2022 FY after a storage rate increase went in to effect in CY 2021. The low was in FY 19 when Rye Harbor saw total vessel storage income of $61,811.00.

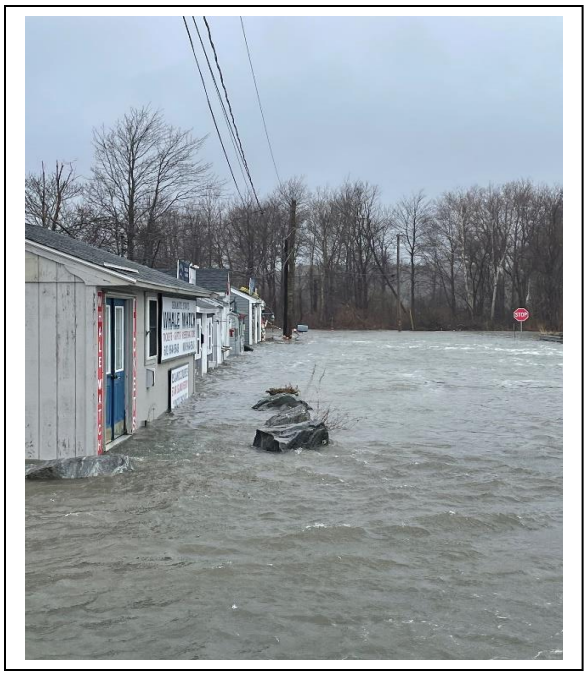
Environmental Challenges

Rye Harbor is continuously challenged by severe weather events that strike the seacoast of New Hampshire. These challenges must be considered as plans for the future are contemplated. Unlike Ragged Neck and Odiorne State Park, Rye Harbor sits at or just slightly above sea-level. While all three state facilities see the effects of the severe winds that accompany these weather events, mostly in the form of Nor-Easters, Rye Harbor also sees significantly more flooding.

Even when there is no storm activity, the facility will see some flooding an average of twice per month during spring tides (sometimes referred to as King tides). The following pictures were taken as part of the 2020 dredge of Rye Harbor.

The picture above was taken at approximately 12:30pm on November 17, 2020. This was a 12.1 ft. Spring or “King” tide. Note the “pond” in the center of the lot that enters the facility from the drainage swale located in the middle of the seawall. The next Spring tide will occur on Monday, January 23, 2023, where Rye Harbor will see a 13.06’ tide.

For comparison, this picture was taken on March 3, 2021 at 8:14am. This was a -1.1 ft. “Neap” tide.



The picture of the storm surge on December 23, 2022 was taken at approximately 11:00am. The predicted time of high tide was 10:38am. The tide was projected at 11.60 ft.

A review of the State of New Hampshire Hazard Mitigation Plan and the National Oceanic and Atmospheric Administration's Storm Events Database indicates that Rye Harbor and the seacoast in general has seen the effects of high winds and extreme flooding in reportable storms on 10 occasions since January of 2018. Though all of the storms caused some level of damage in the seacoast area, the back to back storms in March of 2018 were significant enough that a federal disaster was declared. The disaster caused $709,508.47 of damage between Hampton and Rye Harbors. Rye Harbor saw $82,894.82 of that damage to the access road and parking lot, launch ramp, seawall, fuel system and a storage building that was damaged beyond repair and had to be replaced.

The effects of climate change and sea-level rise are also concerns in Rye and in the seacoast of New Hampshire as a whole. NOAA's predictions, which also appear in the State of New Hampshire Hazard Mitigation Plan, are that the New Hampshire seacoast may see a 1' to 1.5' increase in sea-level by 2050. If NOAA's data and predictions hold true, that equates to a rise in sea-level of approximately 0.44" – 0.66" per year between 2023 and 2050.

A rise in sea-level would certainly compound the damage the Rye Harbor facility currently sees from storms that impact the harbor. In fact, if one observes the Table of Significant Weather Events included with this report which shows storm information collected from NOAA and the NH Division of Homeland Security and Emergency Management, an interesting increase in storm frequency and severity has developed since 2018. The last significant reportable coastal

flooding event NOAA and HSEM felt rose to the level that it should be reported occurring prior to 2018 was Superstorm Sandy in November 2012. However, since 2018 there have been multiple reportable storms each year. This apparent increase in storm frequency and severity is a factor that should be considered in any improvements made to infrastructure and the division's overall business model in the future. Toward that end, the importance of revenue generation to support continued facility capital improvements and hardening against these environmental conditions cannot be overstated.

WMUR article link featuring Rye Harbor:
https://www.wmur.com/article/rising-sea-levels-new-hampshire-seacoast-83122/41046015#

Rye Harbor is the DPH facility that has seen the majority of damage from these increasing storm conditions. The outline provided here was taken directly from the Initial Damage Assessment (IDA) form submitted to New Hampshire Homeland Security and Emergency Management following storm Elliott in late 2022;

Roadway cleanup/repairs: $12,000.

Seawall Repairs: $10,000 (Minimum)

-Potentially upwards of $100,000 if substantial mitigation is called for.

Pre-storm preparations: $5,000 (Approximation)

Emergency Line Handling: $4,000

Building Inspection: $2,600

-Potential repair costs upwards of $10,000 should environmental concerns be identified.

-$800 per month cost for a temporary construction building should the office be found to have more significant structural or environmental damage.

Flooring, Trim/Structural repairs; $3,000 (Approximation)

Fuel System Inspection: $2,500 for both Rye and Hampton Harbor facilities.

-Potential replacement of fuel controls in Hampton - $12,000

-Potential costs for fuel line repairs/replacement - $15,000

Hoist control handles: $1,125.00

Actual costs: $34,725.00+/-

Potential costs: $147,000.00+

Note: The actual end costs may vary significantly in either direction. These estimations are being made on a very compressed time line at the request of NH HSEM. PDA-DPH reserves the right to amend these estimations at any time after submission if new cost information or errors in calculation come to light.

Potential Infrastructure Improvements

With the foregoing in mind, DPH has identified a number of projects that, subject to funding, would work to improve infrastructure within the facility as it relates to existing environmental concerns, potential climate change concerns, and general improvements to operations and service to our customers.

Rip Rap Seawall: The seawall works to protect the State office, fuel pumps, septic system and businesses operating within the facility. Severe storms over the last decade where seawater flowed over the top of the seawall into the facility has degraded the wall by pulling the smaller supporting rip rap and finer elements of the wall into the sea as the water has receded. The loss of the smaller elements within the structure has caused it to drop several feet thereby lessening its effectiveness and increasing the risk of damage to and failure of infrastructure within the facility.

Should PDA-DPH receive funding to repair / reconstruct the seawall, the proposal would be to raise it at least to the vertical and seaward dimensions that existed prior to the last presidentially declared disaster that greatly impacted the seawall in 2018.

Vessel Launch Ramp: Though the division has made efforts to extend the life of the structure over the years, time and the harsh conditions existing in the harbor, has brought it to near end of serviceability.

PDA-DPH would propose to deconstruct the existing 35'x120' launch ramp, replacing it with an 80'x150' structure that would allow for side by side launching with a central float system dividing the two launching areas. The larger ramp would better facilitate the launch and recovery of large fishing vessels and sailboats. The addition of the float system dividing the ramp creates a safer and more convenient experience for recreational boaters who trailer their vessels to the facility.

Recreational Pier and Float System Replacement: The existing Recreational Pier that handles all of the foot traffic of passengers and recreational boaters making their way to the floating docks is sound, but is showing signs of deterioration. It is a timber structure that is 15' x 75'. PDA-DPH would propose replacing this structure with a 20 'x 80' structure constructed of steel jacket piles and a concrete deck for durability.

The floats attached to this pier used for loading and offloading passengers and equipment are over 20-years old and are showing the wear and tear that is to be expected in the harsh marine environment. PDA-DPH would propose replacing them with newly constructed two 12 'x 15' and 10' x 30' concrete floats.

Commercial Float and Pile system Replacement: The floats that service the commercial pier have been in use for in excess of 20-years, and while still serviceable, are nearing the end of their useful life. The piles that keep the floats in place have been used much longer than the floats and are also showing the effects of decades of use. The floats support the gangways used by commercial fishermen and some charter and recreational users to get to the commercial pier for cargo operations, refueling, and loading of supplies.

PDA-DPH proposes to replace the current dock structure with eight steel jacket piles and seven newly constructed and substantially stronger wooden floats. This change will increase the longevity of the system and lower the amount of required maintenance.

Elevated Retail and Storage Deck system: PDA proposes the design and construction of elevated retail and storage space to support commercial pier use holders with shacks and retail concessionaires. This controlled space will support charter vessel ticket sales, bait and tackle sales and storage, and food concessionaire space, as permitted.

Subject to PDA Board approval, engineering and permitting, PDA would propose the construction of a 16' x 120' deck that is elevated a minimum of 3' to avoid flooding that occurs within the facility, building small shack like structures of varying sizes on the deck with utilities. The shacks will be owned and maintained by PDA-DPH and vendors will operate through Right of Entry, Pier Use License Agreement, and/or Concessionaire Agreement.

Potential Funding Streams –

- **ARPA:** On November 14, 2022, DPH made application through the Governor's Office for Emergency Relief and Recovery (GOFERR) for funding to make infrastructure improvements in Rye Harbor. Should PDA-DPH receive funding, DPH would seek to create a raised deck-like structure that the shacks contemplated in the project would be placed upon to keep them above the level of flood waters.

- **FEMA Disaster Mitigation Funding:** There are presently nine (9) open presidentially declared disasters in the State of New Hampshire. The latest storm which occurred over Christmas is currently in the Damage Assessment phase with over $10m of damage being reported throughout the state. Just over $1.2m of that damage has been reported in Rockingham County and it is very likely that an application for FEMA public assistance will be made sometime within the next 30-days.

  Whether a disaster is declared for this most recent storm or not, PDA-DPH qualifies to apply for disaster mitigation funding through the two most recent disasters declared in July of 2021. Presently, that funding split is set at 75% Federal to 25% State.

  Note: There was a period of time in the two disasters declared in July of 2021 where the funding split was set at 90% Federal and 10% State. It would be wise to wait and see what transpires with this latest storm to see if that favorable rate is applied before considering this approach.

- **FEMA Building Resilient Infrastructure and Communities (BRIC) grant:** The Building Resilient Infrastructure and Communities (BRIC) grant program supports state, local, tribal and territorial entities undertaking hazard mitigation projects. It does not require a declared disaster in the jurisdiction making the application, just that there is problem related to past disasters or natural hazards that requires prevention or mitigation.

  The benefit of the BRIC program is that it fully considers creative solutions to recurring events identified in a qualified applicants plan. FEMA still requires a detailed Benefit / Cost Analysis but, unlike FEMA Public Assistance programs, it appears to consider the totality of an applicant's situation to include long range aspirational goals.

Executive Summary

PDA-DPH recommends the following short term and long term aspirational actions at the Rye Harbor facility.

Short-Term Recommendations:

- **Credit Card payments for parking:** Presently, DPH only accepts cash at the parking kiosk which has been inconvenient for customers using the facility and creates cash management issues, such as daily bank deposit runs. User friendly equipment exists where, after a limited amount of training, division personnel will be able to accept credit cards for parking and launching.

  The implementation of this capability will allow for the automated collection of parking transactions which will lead to more efficient record keeping. It will also allow DPH to capture potential lost parking revenue from potential customers who might choose not to park at the facility because they have no cash on hand.

  PDA-DPH currently accepts credit card payments for fuel at all of its facilities, so this is something DPH already has experience with.

  DPH has conducted a preliminary investigation into the possibility of implementing the program immediately should this be considered a viable option, with full consideration of Payment Card Industry Data Security Standard requirements in mind.

- **Parking lot and Parking Enforcement considerations:** In the late summer of 2022, DPH restructured the parking situation in the lot. The area that had been considered employee and crew parking, which was closest to the access road, the kiosk, and the state office, was changed to “Short-Term” parking. A portion of the Short Term parking area was reserved for those with walking disabilities who possessed a Handicapped Placard. The remainder of the Short Term area was reserved for those visiting the shacks or the DPH office.

  The next area heading north in the facility and just beyond the launch ramp was considered “Long Term” parking. This area was reserved for customers taking advantage of the Whale Watch, charters, and other businesses in the area where they would be in the facility for greater than one-half hour.

  The next area north and just before the area reserved for trailers being turned within the facility was the “Employee and Crew” parking area. This is area was used by PDA-DPH employees and the employees of the businesses at the Rye Harbor Marine Facility during the business day.

  The final area to the north was considered the “Star Island and Overflow” parking area. Generally, those travelling to Star Island as a guest or an employee required parking for several days and as such, this was considered the best solution for their parking needs. PDA-DPH recommends that we continue this parking scheme for the 2023 season.

  Historically, enforcement of the parking rules relied completely on the cooperation of the facility’s tenants. On numerous occasions tenants would dismiss the rules established by DPH and the official signs placed on the access road and in other areas within the

facility. When tenants saw what they perceived as preferential treatment being afforded to another tenant, or blatant disregard for the rules and official signage, they felt empowered to engage in similar activity. This has created a great deal of conflict between the tenants, the staff, and PDA-DPH. Uniform treatment and enforcement of parking requirements must become the norm at Rye Harbor.

The Chief Harbor Master (CHM) and the Deputy Chief Harbor Master (DCHM) are certified police officers in the State of New Hampshire. Their positions require that they "…*hold a valid and current certification as a full-time police officer in accordance with RSA 106-L:6 and any rules adopted thereunder"* (RSA 12-G:42, III). Further, the CHM and DCHM are further empowered *"enforce, investigate, and prosecute* [any] *"[o]ffense under New Hampshire law occurring on division property* [or] *on vessels secured to or immediately adjacent to division property."* (RSA 12-G:51).

Historically, the CHM and the DCHM have limited their enforcement actions to the laws contained within RSA 12-G and the administrative rules directly associated with the divisions operations. That said, the CHM and DCHM could take on an expanded enforcement role as it relates to the enforcement of the motor vehicle laws contained within the New Hampshire Statutes, specifically those found within RSA 265:68, Stopping, Standing or Parking. Consultation with the New Hampshire Attorney General's Office may be necessary before taking any increased enforcement action.

- **Potential changes to Right of Entry and Concession contract terms:** Presently, as outlined in the *"Rights of Entry and Contracts"* section of this report, there are 17 businesses in Rye Harbor that have ROE's and one food concession agreement with PDA-DPH. 16 of those businesses combine a water-based business with a land based structure or "shack". These ROE's all expire on June 30, 2023.

  The $1,000 per season fee charged for a general ROE within the Rye Harbor Marine Facility has not been increased in many years and an increase should be considered in future years. Additionally, any new ROE's should include, but not be limited to, provisions relating to the following:

  1) Holders of a ROE agree to comply with the parking scheme designed and enforced by DPH and understand that failure to do so will result in a loss of driving and parking privileges at the Rye Harbor Marine Facility and / or a summons for the violation of the parking laws outlined in section RSA 265 of the NH Revised Statutes Annotated; and
  2) Use of the shack facility is strictly limited to the permitted use under the ROE. Any amendment to that use requires permission from the PDA-DPH and the negotiation of additional ROE terms to support the activity.

  PDA-DPH recommends that RHS and RHLP along with any other entity that wishes to sell restaurant style, ready to eat food items at Rye Harbor, be required to enter into Food Concession Contracts that include the standard per year rental fee contained in the general ROE (historically $1,000) and the payment of a percentage of gross profits based on their gross receipts, similar to the agreements identified in the *"Concession Contracts"* section of this report. This would treat these food service businesses in a manner consistent with similar operations on other state property, generate revenue for facility maintenance and improvements, and recognizes that state property should not be used to potentially put these food service businesses at a competitive advantage to similar operations on private property. Additionally, the ROE's must address clear requirements for waste collection and provide a single area within the facility for the location of picnic tables where purchased food could be consumed.

As it relates to a concession fee, PDA-DPH recommends a 10% of gross revenue rate, which is consistent with the rate charged by DNCR just up the road at another state-owned facility, but somewhat lower than the rates charged at the Pease International Tradeport.

Finally, PDA-DPH recommends that these new ROE's and Concession Contracts run from July 1, 2023 through April 30, 2025. This term would allow an opportunity to see how these new provisions work, allow for adjustments in future ROE's, and result in putting these ROE's on terms that more closely align with seasonal operations (May 1 through April 30).

- **Expand Pier Use Permit requirements to include Vendors conducting business with the commercial fishing fleet.** DPH is in the process of amending and readopting Section Pda 600 in the Pease Development Authority's administrative rules. PDA-DPH proposes to require those companies purchasing catch from fishermen landing their catch at DPH facilities to apply for a Pier Use Permit covering their business activities, including the use of the facility's piers and hoists, and to indemnify PDA-DPH for any related loss.

Long-Term Recommendations:

- **Parking:** PDA-DPH will engage in a continued review of facility parking management to determine the most appropriate and cost effective way of managing the limited parking resource at the facility, with consideration of things such as nature of use, graduated rates, limited temporary free parking, increased use of technology, and parking impact fees.

- **Physical Improvements to the facility's infrastructure:** PDA-DPH has the option of investing in the projects identified in the *"Potential Infrastructure Improvements"* section of this report. Should it be determined that any of these projects should be undertaken, any one of the funding sources could be considered to potentially fund the planning, permitting, and construction. PDA-DPH also has the option of seeking funding directly from the State of New Hampshire as part of a capital improvement effort.

- **Implement recommendations made in the Rye Harbor Parking Study:** PDA-DPH has the option of fully considering the plans contained within the parking study, potentially adopting one of the four conceptual plans, a portion of one or several plans or continuing operations as they are now and adopting the optional parking scheme with enhanced requirements added into the ROE's and enforcement options.

- **Boat Storage:** PDA-DPH will evaluate seasonal boat storage policies/procedures in regards to the facility space occupied and monetary return.