



November 30, 2012

Mr. Arthur S. Garlow, Assistant Director
NH Department of Safety
Division of Motor Vehicles
23 Hazen Drive
Concord, NH 03305

**Re: Right of Entry for Use of Overflow Parking Area
Arboretum Drive, Newington, NH**

Dear Mr. Garlow:

This Right of Entry will authorize the New Hampshire Department of Safety and its Division of Motor Vehicles ("DMV") to enter upon a portion of the above referenced premises (see diagram of premises attached as Page 6) from April 1, 2013 through October 31, 2013 for the purpose of conducting, at its sole risk, motor cycle training courses (a/k/a "Basic Rider Course") and for no other use without the express written consent of the Pease Development Authority - VC#1568646-B001 ("PDA"). This ROE is subject to the following terms and conditions.

1. The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.
2. This Right of Entry shall terminate at midnight on October 31, 2013 and may not be extended without the express approval of the Board of Directors of the Pease Development Authority.
3. DMV understands and acknowledges that this Right of Entry; (a) allows only temporary use of the facilities on weekends only; (b) is granted on a non-exclusive basis; and (c) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and efficient, shall not constitute a nuisance and shall not cause disruption to other Airport activities.

DRM *DRM* Date 11/30/12

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4. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state or repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of DMV's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

To the extent permitted by law, DMV agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by it under this Right of Entry.

DMV expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry. The DMV does not waive claims against PDA for loss, damage, personal injury or death caused by or occurring as a consequence of the negligent acts or omissions of PDA's employees or agents.

5. Liability Insurance. DMV shall at its sole cost and expense, maintain with respect to the Premises and property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both DMV and PDA, which shall be listed as an additional insured, against liability. Such insurance is to provide minimum protection, in limits of \$2,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall be standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State.

Each policy of insurance provided pursuant to this ROE shall include; a.) a provision that the policy shall be primary and non-contributing with respect to any liability coverage carried by PDA, b.) a waiver of subrogation, and c.) a thirty (30) day notice of cancellation.

DMV agrees to provide PDA with a certificate of insurance which conforms to the terms and conditions of this ROE on or before the commencement of any motor cycle training activities on the Premises.

PDA may elect, in its sole discretion, to secure and maintain comprehensive general liability insurance against claims for loss, damage, personal injury or death caused by or occurring as a consequence of the negligent acts or omissions of PDA's employees or agents. Such insurance shall be in the amount of not less than \$250,000 per claim and \$2,000,000 per occurrence. When so requested, PDA agrees to provide DMV with a certificate of insurance on a standard form approved of by the State of New Hampshire and issued by an insurer licensed in the State of New Hampshire.

6. Facility Use Fee. DMV agrees to pay PDA a facility use fee of \$115.06 per Basic Rider Course for a total fee not to exceed \$3,452.00. On or before the 15th day of each month during the remaining term of this ROE, DMV agrees to provide PDA with a summary of the weekend dates when Basic Rider Courses were conducted. In turn PDA will bill DMV for the previous month's facility use fee on an arrears basis. Payments shall be made to PDA within 30 days of the presentation of an invoice.
7. On Site Storage, Comfort Station and Safety Cones. DMV may place no more than two storage sheds on the Premises at locations which must be pre-approved of by PDA. Fuel may be stored in the storage sheds provided the fuel is placed in appropriate and approved of sealed containers and locked away so as to be inaccessible to the public. DMV shall also place a comfort station on the Premises which shall be kept in a sanitary condition and serviced on a regular basis. The DMV will be responsible for setting up safety cones to designate and block off the training area and removing and storing the cones at the end of each training session.
8. Termination or Modification of ROE. Either Party may terminate this ROE upon providing the other with thirty (30) days advance written notice. PDA may, in its sole discretion, modify or relocate the ROE area and agrees to provide DMV with thirty (30) days advance written notice of any intent to do so.
9. Noise. DMV agrees to ensure that motorcycles which are used for training purposes will not be excessively noisy and will have appropriate muffler systems intact so as to reduce the amount of noise being emitted from the Premises.
10. Conditional Obligation of the State. Notwithstanding anything contained in this ROE to the contrary, it is hereby expressly understood and agreed by PDA that the existence and continuance of this agreement and the obligations of the DMV hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available

for this purpose, and that neither the State or DMV shall be liable for payments under this ROE except from such funds. In the event that any portion of such funds are terminated, the DMV may, at its option, serve thirty (30) calendar days written notice to PDA of its intention to cancel this ROE in whole or in part. It is further understood and agreed by PDA that in the event the State of New Hampshire makes available alternative State owned facilities for accommodating the DMV, the DMV may, at its option, serve thirty (30) calendar days notice to PDA of its intention to cancel this ROE in whole or in part. Whenever the DMV decides to cancel this ROE in whole or in part under this section and has served the required notice to PDA, the DMV shall vacate all or a portion of the Premises within the thirty (30) calendar day period. The Agreement to use the portion of the Premises vacated shall henceforth be canceled and void, while the agreement to use the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the facility use fee made by the Parties hereto.

11. This agreement will be construed in accordance with the laws of the State of New Hampshire.
12. No provision of this ROE is intended to be, nor shall it be interpreted by either party to be a waiver of sovereign immunity.
13. DMV acknowledges that it has inspected the condition of the Premises and that said Premises are in good and tenantable condition for the use contemplated in this ROE. DMV accepts the Premises in an "**As is, Where is**" condition without any representation, warranty or obligation on the part of the PDA to make any alterations, repairs, or improvements or as to the use or occupancy which may be made thereon. PDA shall not be responsible for any latent or other defect or change in condition in said Premises.
14. This ROE embodies the entire agreement and understanding between the Parties hereto and supercedes all prior agreements and understandings between the Parties hereto or relating to subject matter thereof.
15. This ROE may only be modified or amended by the mutual agreement of the Parties in writing and signed by the a duly authorized representative of each of the respective Parties hereto.
16. Subject to PDA's prior review and approval, DMV shall be permitted to mark out a

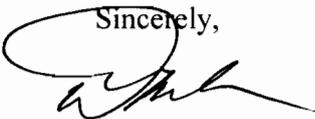
NH Department of Safety
Division of Motor Vehicles
November 30, 2012

course on the pavement of the Premises using paint. At the option of PDA, DMV shall remove or block out the course markings at the termination of this ROE.

Please indicate by your signature or the signature of a duly authorized representative, the consent of DMV to the terms of this Right of Entry and return the same to me in advance of the commencement of operations.

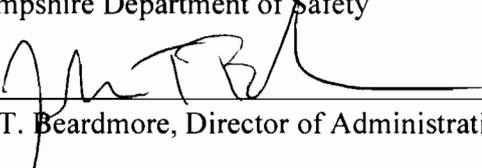
EFFECTIVE DATE OF AGREEMENT: This Agreement shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

IN WITNESS WHEREOF, the parties hereto have set their hands hereto.

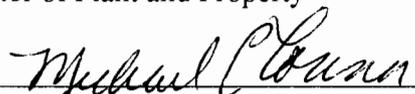
Sincerely,

David R. Mullen
Executive Director

Agreed and accepted this 3 day of January, 2013

New Hampshire Department of Safety

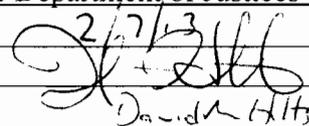
By: 
John T. Beardmore, Director of Administration

Department of Administrative Services
Director of Plant and Property

By: 
Duly Authorized

Date: 2/7/13

Approved by the Department of Justices as to form, substance and execution:

Approval Date: 2/7/13
Approved By: 
David Hitt

Approved by the Governor and Executive Council:

Approval Date: _____
Approved By: _____

PREMISES

P:\ROE\NHSafety\NHSafetyDMVROERevApril2013.wpd

DRM *ms* Date 11/30/10

TURNPIKE NH ROUTE 16

GOSLIP ROAD

VE

3

SITE 13

PREMISES

SITE 44

NEW HAMPSHIRE AIR NATIONAL GUARD

AIRPORT BEACON

ARBORETUM DRIVE

WATER TOWER

NEW MARKET ST.

PEASE BOULEVARD

PEASE BOULEVARD

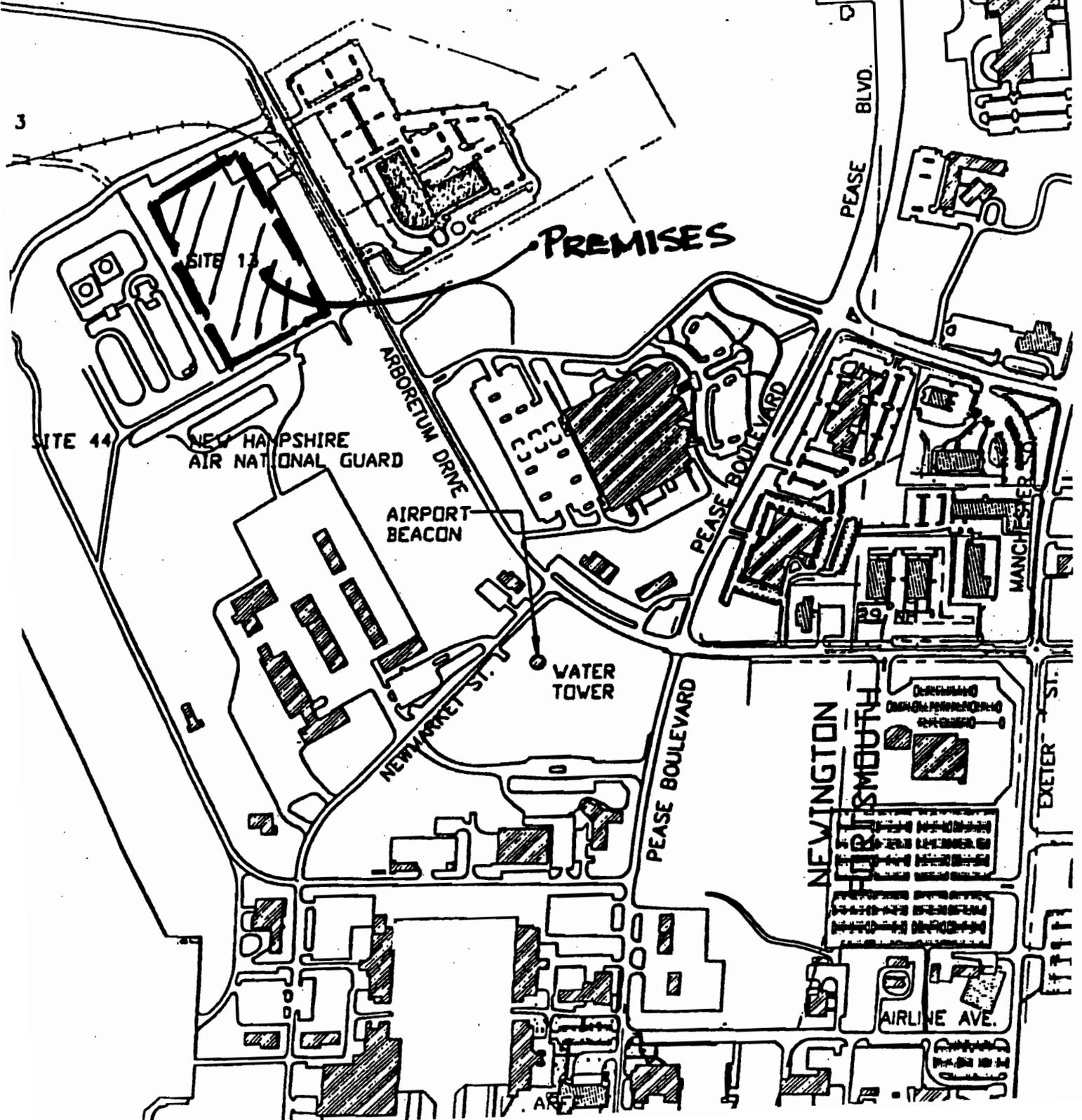
PEASE BLVD.

MANCHESTER

NEWINGTON FORT SMOUTH

EXETER ST.

AIRLINE AVE.





PEASE
INTERNATIONAL
DEVELOPMENT
AUTHORITY

International Drive Portsmouth, NH 03801

I, David R. Mullen, Executive Director of the Pease Development Authority, do hereby certify that the following is the motion the Pease Development Authority resolved to adopt at its September 20, 2012 Board meeting:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to execute a Right of Entry with the New Hampshire Department of Safety, Division of Motor Vehicles (“DMV”) for DMV’s use of the overflow parking lot on Arboretum Drive for motorcycle training beginning April 1, 2013 through October 31, 2013 at a total fee of \$3,452.00; all on substantially similar terms and conditions contained in the Right of Entry attached hereto.

In witness hereof, I hereto set my hand at Portsmouth, New Hampshire, this 24TH day of September, 2012.

David R. Mullen, Executive Director/Secretary
Pease Development Authority

N:\RESOLVES\CertDMV0912.wpd

PEASE DEVELOPMENT AUTHORITY



Mailing: Suite 1, 601 Spaulding Turnpike, Portsmouth, New Hampshire 03801-2833
(603) 433-6088 Fax: (603) 427-0433 TDD: Relay NH 1-800-735-2964
Location Address: 360 Corporate Drive, Pease International Tradeport

MOTION

The Pease Development Authority Board of Directors does hereby delegate to the Executive Director the authority to consent to, approve and execute certain contracts in accordance with the terms and condition of the "Delegation to Executive Director: Consent, Approval and Execution of Contracts" attached hereto and incorporated herein by reference.

moved the motion: and Mr. Ciandella seconded, that the Pease Development Authority Board of Directors authorize the Executive Director to purchase a Brush Bandit Model 250 wood chipper from Hawkensen Equipment Co., Inc., of Plymouth, NH, in the amount of \$18,950. Disposition: Resolved; motion carried.

V. Executive Director's Report

A. Ossipee Mountain Electronics and Systems Integrated Research

Mr. Schneider discussed upcoming projects and expressed the need to move quickly due to time sensitive issues involved. The communications equipment, which is funded by the FAA, would be used for snow removal operations. Staff is requesting the upgrade prior to the commencement of the snow season. In addition, there is a miscellaneous electrical equipment contract that is part of a major electrical contract on the airfield. Staff would like to go forward and complete these projects and take advantage of current weather conditions and avoid the Sandpiper nesting areas in the Spring. Mr. Meyer moved the motion: and Mr. Loughlin seconded, that the Pease Development Authority Board of Directors hereby approves the Agreement and ratifies the execution, by the Executive Director, of the Agreement dated November 9, 1994, with Ossipee Mountain Electronics to purchase communication equipment in the amount of \$36,769 (Airport Improvement Program FY93); and the Pease Development Authority Board of Directors hereby approves the Agreement and ratifies the execution, by the Executive Director, of the Agreement dated November 10, 1994, with Systems Integrated Research to install miscellaneous electrical equipment in the amount of \$623,998.50 (Airport Improvement Program FY93). Disposition: Resolved; motion carried.

C. Deicing Tank Contract Award

Mr. Mark Rowell, Airport Manager discussed the purchase and installation of a 10,000 gallon tank for the storage of de-icing fluid as part of the FY93 Airport Improvement Program. PDA portion of matching funds would cover 10% of the cost; FAA 90%. The tank will be above ground with containment capability. It will be located in Shelter 8 apron. Mr. Loughlin moved the motion: and Mr. Meyer seconded, that the Pease Development Authority Board of Directors hereby authorize the Executive Director to execute a contract with GZA Remediation, Inc., of Manchester, NH, in the amount of \$64,850.00, for the purpose of installing a 10,000 gallon liquid deicer storage tank. Disposition: Resolved; motion carried.

D. Architectural Engineering Contract Award

Mr. Dexter provided a brief overview of the bidding process utilized to acquire a firm that would provide architectural engineering services. RFQ's were solicited because a major portion of the EDA grant project consists of renovations to 8 buildings. On October 14, 1994 12 bids were received and after evaluation resulted in a short-list of 4 candidates. Staff recommended H.L. Turner Group, Concord, NH, for the contract. The firm demonstrated a clear understanding of the issues; had experience in this kind of work; is a NH local firm with association with various other local firms; identified a single project manager; and has previously worked with the City of Portsmouth. Mr. Schneider added that by having one firm it allows more control and flexibility. The contract term is for 3 years. Mr. Meyer moved the motion: and Mr. Reynolds seconded, that the Pease Development Authority Board of Directors hereby accepts the recommendation of the Evaluation Committee and authorize the Executive Director to negotiate and execute a contract with H.L. Turner Group, Inc., for provision of on call architect/engineer services for facility related projects for a period of not more than three years. Disposition: Resolved; motion carried.

E. Delegation of Authority

Staff requested the Board consider the delegation of consent, approval and execution of contracts be granted to the Executive Director. Mr. Schneider explained that the execution of certain contracts would be in those instances when grant funds are used and PDA will be required to match funds not to exceed \$25,000 and totaling \$100,000. This would be exclusive of contracts involving engineering, architectural or surveying services. The reasoning for this authorization is because of the long lead times needed, and the difficulty of holding bidders to their prices. Approval would establish a formal procedure and the ability to move

forward expeditiously. The monies involved would be those already accepted by the Board as part of grant acceptances. Mr. Schneider requested changing the language in the procedure to identically match that of what is already in PDA's by-laws. The concurrence would come from either the Treasurer or a member of the Executive Committee and reported to the full Board at the next regular meeting. Mr. Ciandella moved the motion: and Mr. Meyer seconded, that the Pease Development Authority Board of Directors does hereby delegate to the Executive Director the authority to consent to, approve and execute certain contracts in accordance with the terms and condition of the "Delegation to Executive Director: Consent, Approval and Execution of Contracts" attached hereto and incorporated herein by reference. Discussion: Mr. Loughlin indicated he would support the motion, but expressed reservation as to granting delegation of authority to the Executive Director but with the notation that it is something that we have to keep in mind as to where the Board's authority ends and the Staff's authority begins. Asked to see how Manchester Airport handles this issue. Chair Foss stated that the checks and balances will continue. Mr. Schneider indicated that the Board is appraised of the projects when seeking the federal funds; funds received because Staff brings those before the Board for acceptance. Disposition: Resolved; motion carried.

VI. New Business [None]

VII. Next Meeting

The next meeting is the Annual Meeting scheduled for Tuesday, December 13, 1994 at 9:00 a.m.

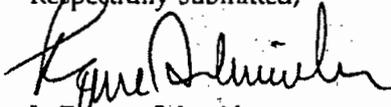
VIII. Non-Public Session

Chair Foss announced that the Board would be entering into nonpublic session and called for the motion: that the Pease Development Authority Board of Directors will enter non-public session pursuant to RSA 91-A:3, Paragraph II(d) for the purpose of discussing the lease of property. Disposition: By roll call vote in favor: Ciandella, Loughlin, Foss, and Reynolds. Motion carries. At 8:42 a.m. the Board entered into non-public session. At 10:00 a.m., Mr. Loughlin made a motion: and Mr. Ciandella seconded to come out of non-public session. Roll call vote in favor: Ciandella, Loughlin, Foss, and Reynolds.

IX. Adjournment

Mr. Ciandella moved the motion: and Mr. Meyer seconded, to adjourn. Disposition: Resolved; motion carries. Meeting adjourned at 10:03 a.m. 1

Respectfully submitted,



L. Eugene Schneider
Executive Director, Secretary

PEASE DEVELOPMENT AUTHORITY



Mailing: Suite 1, 601 Spaulding Turnpike, Portsmouth, New Hampshire 03801-2833
(603) 433-6088 Fax: (603) 427-0433 TDD: Relay NH 1-800-735-2964
Location Address: 360 Corporate Drive, Pease International Tradeport

MEMORANDUM

To: L. Eugene Schneider, Executive Director
From: Lynn Marie Hummel *LMH*
Date: November 9, 1994
Re: Delegation to Executive Director: Consent, Approval and Execution of Contracts

At the request of the PDA's Director of Engineering and Airport Manager, I was asked to review the PDA's policies and/or statutory obligations with respect to contracting for materials, equipment, labor or services (excluding engineering, architectural and surveying services) where grant funds will be used and the required match from the PDA does not exceed \$25,000. This inquiry was generated by a concern about the long lead time involved in bid review by grantor agencies and the limited time frame during which responsive bidders will honor their bid price. Specifically, I was asked whether the Authority could implement a more practical award procedure to be undertaken immediately following review and approval of the grantor agencies. After discussing this matter, and in light of the recent necessity of polling the Board in order to award two time-critical AIP contracts (note that the Board is not bound by any such poll), staff is requesting that the Board consider delegating the authority to consent to, approve and execute certain contracts to the Executive Director.

As you are aware, in accordance with the PDA By-Laws the Executive Director has the authority to approve or commit to a contract or agreement with any consultant, engineer, provider of professional services or other person requiring the expenditure, commitment or payment by the Authority of funds up to the amount of \$10,000. Any expenditure so authorized by the Executive Director shall be approved by the Treasurer or another member of the Executive Committee and reported to the full Board at its next regular meeting.

Although staff has concluded that the approval and execution of certain contracts may be better accomplished by establishing an administrative procedure which implements Board policy, staff wishes to emphasize that pursuant to its enabling statute, RSA ch. 12-G, the Authority acts solely through its Board of Directors, subject only to whatever delegations of authority the

Memorandum re Delegation to Executive Director
November 8, 1994
Page 2

Board may make from time to time. Accordingly, the proposed delegation (see attached) defines a specific area where staff has been given authority to act (subject to specific conditions, concurrence by a member of the PDA Finance Committee and a reporting requirement) and those areas where staff must seek approval from the Board of Directors.

Specifically, the proposed delegation authorizes the Executive Director, subject to concurrence by one member of the PDA Finance Committee, to consent to, approve and execute contracts for materials, equipment, labor or services (excluding engineering, architectural and surveying services) where the Authority is receiving grant funds and its matching requirement does not exceed \$25,000. Contracts in a total amount of more than \$100,000, contracts which require a match from the Authority in excess of \$25,000, contracts for engineering, architectural and surveying services, contracts where the recommendation to award is to other than the lowest dollar bidder, or contracts which do not otherwise meet the conditions set forth below, must be approved by the Board.

We are requesting that you consider the proposed Delegation for Consent, Approval and Execution of Contracts for inclusion on the agenda of the Board meeting to be held November 16, 1994.

TITLE XXI

MOTOR VEHICLES

CHAPTER 263

DRIVERS' LICENSES

Motorcycle Rider Education Program

Section 263:34-b

263:34-b Motorcycle Rider Education Program. –

I. The director shall establish standards for and shall administer the motorcycle rider education program. The standards shall include, but not be limited to, standards for a nationally accepted and state-approved rider training course. The director may expand the program to include public awareness, alcohol and drug effects, driver improvement for motorcyclists, licensing improvement, program promotion, or other motorcycle safety programs.

II. The director shall appoint a program coordinator who shall oversee and direct the program by setting program and funding guidelines, and conduct an annual evaluation.

III. The director may also appoint one or more training specialists who shall assist in establishing rider training courses throughout the state, support and implement program and funding guidelines and supervise instructors and other personnel as necessary. The training specialist may be a trained chief instructor. Rider training courses shall meet minimum standards established by the director, designed to develop and instill the knowledge, attitudes, habits, and skills necessary for the safe operation of a motorcycle.

IV. Rider training courses shall be open to all residents of the state who either hold a current valid driver's license for any classification or who are eligible for a motorcycle learner's permit. The director may allow residents of other states who hold a current valid driver's license to take a rider training course only if an adequate number of rider training courses have been provided for New Hampshire residents.

V. An adequate number of rider training courses shall be provided to meet the reasonably anticipated needs of all persons in the state who are eligible and who desire to participate in the program. The division shall issue certificates of completion in the manner and form prescribed by the director to persons who satisfactorily complete the requirements of the course. Program delivery may be phased in over a reasonable period of time.

VI. The director may enter into contracts with either public or private institutions for technical assistance in conducting rider training courses, if the course is administered and taught by a trained motorcycle rider instructor as established in RSA 263:34-d. If necessary, an organization conducting a rider training course may charge a reasonable tuition fee. The director shall determine the largest tuition fee a private organization may charge.

Source. 1989, 331:1, eff. July 1, 1989. 2006, 174:1, eff. July 23, 2006. 2008, 282:11, eff. June 27, 2008. 2010, 368:26, eff. Dec. 31, 2010.