



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**

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**JEFF BRILLHART, P.E.**  
**ACTING COMMISSIONER**

April 7, 2015  
Bureau of Aeronautics

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to amend a grant to the Pease Development Authority (Vendor Code 156846), for AIP-49 for obstruction removal (Design Only) at the Portsmouth International Airport at Pease by extending the completion date from June 30, 2015 to January 31, 2016, effective upon Governor and Council approval. The original grant was approved by Governor and Council on June 22, 2011, Item #363. This request is for a time extension only, no new funding.

**EXPLANATION**

A time extension for this grant is needed because several months into this project the Federal Aviation Administration (FAA) determined that there were additional airspace surfaces that needed to be addressed. This increased the scope of work for obstruction removal design from 11 acres to 65 acres. Before FAA could make the necessary obstruction determinations of what would need to be designed, a new ground survey was determined to be required. The FAA obstruction determinations are necessary to clearly define the final obstruction limits and scope of the project, and subsequent project completion. The request for a time extension from the Pease Development Authority is attached for reference.

Sincerely,



David J. Brillhart, P.E.  
Acting Commissioner

DJB/tls  
Attachment





RECEIVED

MAR 11 2015

NH AERONAUTICS

March 11, 2015

Carol L. Niewola, P.E., CM  
Senior Airport Planner  
NHDOT/Bureau of Aeronautics  
7 Hazen Drive  
PO Box 483  
Concord, NH 03301

Dear Carol,

The funds for our AIP 3-33-0016-49-2011 project will lapse on June 30th, 2015, and we would like to request a time only extension.

The project has been subjected to delays over the past 3 years for several reasons beyond our control. The original scope was agreed upon with the FAA, NHDOT and PDA back in 2010 to be the design of approximately 11 acres of forest and individual tree airspace obstruction removal. Several months after issuing the grant and starting the project, the FAA determined that there were additional airspace surfaces that needed to be addressed. These additional airspaces increased the obstruction removal design work from 11 acres to 65 acres. This meant that new and updated FAA obstruction determinations were needed to assess impacts to the new airspace clearing limits. When these were submitted, FAA stated that they could not make the determinations needed until a unique accuracy certification from a land surveyor licensed in the state of NH was prepared. The FAA requested this despite our previously supplying an accuracy certification from the aerial photogrammetrist that supplied the original data. A ground survey was performed, and accuracy certifications were supplied to FAA with new obstruction determination requests in 2014. In December of 2014, new determinations were supplied by the FAA for all 65 acres of obstructions.

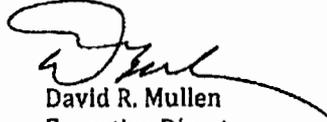
These determinations are necessary to clearly define final obstruction removal limits and scope of the project, and subsequent project completion.

Continuation of the project is important to maintain a safe aircraft operating environment in and around the Portsmouth International Airport at Pease. At the present time, the latest FAA airspace determinations are in hand, and a meeting with the FAA New England Region is needed to obtain direction as to the final scope and limits of obstruction removal. When that is done, a section 106 review under the Historic Preservation Act of 1966 needs to be completed, as well as proceed with the public involvement phase of the project. The outcome of this effort needs to be reviewed by the FAA. And to finalize the project, the FAA must issue a determination of "Finding of No Significant Impact" (or not), to complete the National Environmental Protection Act (NEPA) Environmental Assessment (EA) process. The project will be considered complete when the EA process is complete.

We anticipate approximately 8 additional months for the process to be complete, including closeout. Therefore, we are requesting an extension through January 31st of 2016.

If you have any questions, please contact Maria Stowell of the PDA at (603) 433-6088, or our consultant, Michael Rogerson of Hoyle, Tanner at (603) 669-5555 x114.

Thank you for your consideration,



David R. Mullen  
Executive Director

Cc: Michael Rogerson, P.E./Hoyle, Tanner & Associates



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



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GEORGE N. CAMPBELL, JR.  
COMMISSIONER

JUN - 1 2011

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

NH AERONAUTICS

May 24, 2011  
Bureau of Aeronautics

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the Pease Development Authority (Vendor Code 156846), for AIP-49 for obstruction removal (Design Only) at the Portsmouth International Airport at Pease. State and Federal participation in the amount of \$317,500.00 is effective upon Governor and Council approval through June 30, 2015. 95% Federal Funds, 5% General Funds

Funding is available as follows:

FY'11

04-96-96-960030-1789

FAA Projects

034-500151 Bonded Expenses

\$ 317,500.00

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$301,625.00 (copy attached), which represents 95% of the funding required to perform the design of obstruction removal at Portsmouth International Airport at Pease. In 2010, the airport completed a Federal Aviation Regulation (FAR) Part 77 obstruction analysis to identify airspace obstructions located both on and off the airport property. The imaginary surfaces in FAR Part 77 define protected airspace for aircraft to navigate safely without the interference of ground penetrations both natural and man-made.

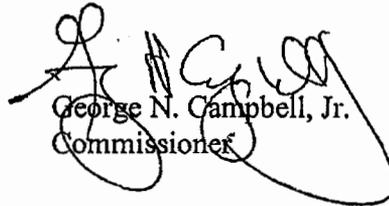
The obstruction analysis identified obstructions to the approach surfaces of Runway 16/34. This grant will fund the design, environmental assessment for off-airport obstructions, survey, and obstruction removal strategies that will be implemented during the construction phase of the project. The construction phase of this project will be funded by a future FAA grant.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the Pease Development Authority in accordance with RSA 422:15. State participation in the amount of \$15,875.00 (5 % of this project) is also requested. The total cost of this airport improvement project is \$317,500.00.

In the event that the federal funds are no longer available, General Funds will not be requested to support this program.

Please note that the state funds are from the General Fund and have been previously approved in HB25 Capital Budget.

Sincerely,



George N. Campbell, Jr.  
Commissioner

GNC/tls

Attach:



U.S. Department  
of Transportation  
  
Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

**GRANT AGREEMENT**  
**Part 1 - Offer**

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Date of Offer: May 19, 2011

Portsmouth International Airport at Pease

Project No.: 3-33-0016-49-2011

DUNS No.: 62-009-4771

TO: Pease Development Authority  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration,  
herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 2, 2011, for a grant of Federal funds for a project at or associated with the Portsmouth International Airport at Pease which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Obstruction Removal - Design Only,

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$301,625.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00 for planning  
\$301,625.00 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before May 25, 2011, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

T. Scott H. Pugh  
Title: Manager, Airports Division,  
New England Region

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 23 day of May, 2011.

Pease Development Authority

(SEAL)

By: [Signature]  
Title: Executive Director

Attest: Michele S. Aleksey  
Commissioner of Deeds  
My Commission Expires February 2, 2016  
Title: \_\_\_\_\_

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anthony L. Blankinship, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Portsmouth, N.H. this 23<sup>rd</sup> day of May, 2011.

[Signature]  
Signature of Sponsor's Attorney