

# HARRIS MILLER MILLER & HANSON INC.

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August 6, 2012

Mr. Dennis Yap, President  
DY Consultants  
401 Franklin Avenue, Suite 318  
Garden City, NY 11530

Subject: Proposal to Assist with First Phase of Use Restriction Justification Analysis

Reference: HMMH Proposal P12-20118

Dear Mr. Yap:

In response to your request, I am pleased to present this proposal for HMMH to assist DY Consultants (DY), in your capacity as General Engineering Consultant for East Hampton Airport, in responding to direction from the East Hampton Town Board in Resolution (RES-2012-832, "Intent to Pursue Use Restrictions at East Hampton Airport") as follows:

[T]he Airport Manager and DY Consultants (through their subconsultant, HMMH) are directed to assess and evaluate data that has been (and continues to be) collected on noise and operations at the Airport for the purpose of providing recommendations to the Town Board; and ... within the next 3-6 months, Airport Manager and consultants are directed to prepare a report for the Town Board setting forth their conclusions on whether the data can justify a restriction on operations by helicopters at the Airport and, if so, what restriction would be most effective in light of the available data.

## **Project Background**

In January 2012, as part of its Management Plan to address safety, noise, and operations at the airport, East Hampton directed DY Consultants and HMMH to identify "essential initial data-collection actions that will assist management in addressing noise concerns and in undertaking preparations for a Part 161 study process, which could ultimately aid in addressing fixed-wing and helicopter noise issues through non-restrictive or restrictive means, as might prove to be most appropriate."

That process was completed in the first quarter of the year, and resulted in recommendation of the following data-collection actions:

1. Continuation of flight tracking and operations monitoring using the ongoing AirScene system, which tracks aircraft based on their transponder signals.
2. Addition of the Vector Airport Solutions system that automatically identifies specific aircraft operating at the airport without relying on operating transponders, and therefore supplementing AirScene, to ensure the most comprehensive, accurate logging of operations at the airport.
3. Enhancement of noise complaint management services using the automated, web-based PlaneNoise system that streamlines the entire complaint process, from data collection through detailed analyses, reporting, and geographic information system mapping.

These three actions were implemented in time to collect data during the 2012 peak summer airport operations period, which started in late May, which will continue at the highest levels through Labor Day, and which will continue at somewhat lower levels through Columbus Day.

Over roughly the same time frame, three other events have occurred that are highly relevant to the assessment of the potential benefits and elements of a helicopter use restriction at the airport:

1. Initiation of the operation of a seasonal air traffic control tower on June 26, staffed with contract controllers from Robinson Aviation between 7 a.m. and 11 p.m.

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2. Publication on July 6 of a formal rule by the Federal Aviation Administration (FAA) that requires helicopter pilots to use the “New York North Shore Helicopter Route” when operating along the north shore of Long Island, from August 6, 2012 to August 6, 2014.
3. Suspension of the Northwest Creek arrival route while the Tower is in operation, because it is not needed for safe aircraft separation when aircraft are under active control by Tower staff. (This suspension occurred after the Tower was in operation, but before the formal north shore route was in effect.)

Taking these and other factors into account, the AirScene, Vector, and PlaneNoise data provide a basis for assessing aircraft operations, routes, altitudes, complaints, and other assembled data during a number of conditions of interest, including:

1. During peak- and off-peak traffic.
2. With and without Tower control.
3. During informal and formal implementation of the North Shore Route.
4. With and without the Northwest Creek arrival route in use.



While not all combinations of these conditions have occurred or will occur, it appears that data should be available for at least the following “cases,” which will permit the consulting team to assess or predict the independent and combined effect of most realistic combinations:

Case	Peak Season (e.g., Memorial Day –Labor Day)	Late Shoulder Season (e.g., Pre-Memorial Day or Post Labor Day)	No Tower Operation	Tower Operation	Voluntary North Shore Route	Formal North Shore Route	Northwest Creek Arrival Route in Use	Northwest Creek Arrival Route Suspended	Approximate Dates
1	Yes		Yes		Yes		Yes		June
2	Yes			Yes	Yes		Yes		Early July
3	Yes			Yes	Yes			Yes	Late July
4	Yes			Yes		Yes		Yes	August
5		Yes	Yes		Yes		Yes		Pre-Memorial Day
6		Yes		Yes		Yes	Yes		Post-Labor Day

## Proposed Project Phasing

Given the high level of local community interest in the issue of helicopter noise, aviation industry sensitivity to formal restrictions, the fact that the enhanced data collection effort has not yet been in place for a full peak season, and the fact that operating conditions changed during the current season, HMMH recommends that the Town and its consultants undertake this project in phases. This phasing should not delay the overall time required to prepare the report requested by the Town Board. In fact, it might *accelerate* the pace of the effort, since it will permit the consultants and Town representatives to focus the study process based on intermediate results. It also will let the consults perform the work in a *cost-effective* manner.

With those phasing issues in mind, we propose to immediately initiate a first project phase to assemble, understand, and augment (as necessary) the data necessary for responding to the Town Board’s direction.

Subsequent data phases, that will follow immediately after this first phase, taking into account feedback from the Town Board, will likely include:

- Phase 2: Identify relevant patterns in operating conditions, operator compliance with existing voluntary procedures, and community response to the operations, for use in identifying the existence of a noise problem or problems.

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- Phase 3: Determine the extent to which voluntary measures might realistically be expected to address the noise problem(s) identified. Recommend specific enhancements to the existing voluntary program measures in effect at the airport to pursue this approach. (*Part 161 requires that this step be taken. Even for airports eligible to pursue restrictions outside of the Part 161 process, this step is will support a defense against any challenges to a proposed use restriction.*)
- Phase 4: Taking into account the potential effectiveness of voluntary measures, identify formal use restrictions that would address the identified noise problem(s) in the most focused manner, with the highest benefit-cost ratio; i.e., with the greatest noise reduction and the least associated economic impact.

## **Proposed First-Phase Scope**

HMMH will assist DY in undertaking the following tasks, in order to assemble and understand the data available for use in addressing the Town Board's direction in Resolution RES-2012-832:

### **1. Identify General Scope of Available Data**



Working with DY and Airport Management, HMMH will identify the general format, elements, and sources of potentially relevant data collected since the outset of the overall enhanced data collection effort under the Management Plan, and any data collected prior to that enhanced effort that could be of sufficient value and validity to include in the assessment. During the review, the most efficient means of assembling and the data for review will be evaluated in at least a preliminary fashion.

### **2. Conduct Data Inventory Field Visit**

HMMH will conduct a two-business-day field visit to the airport to meet with Airport Management, Tower staff (most likely the Manager), the Town Board Airport Coordinator, and any other parties that DY, Airport Management, and Town Board representatives deem of value, for the following anticipated purposes:

- Review data on site, to determine the most efficient means of assembling and transmitting it to HMMH and DY for further assessment.
- Identify and evaluate critical software tools to which HMMH and DY must have access to utilize the data; e.g., tools generally used by Airport Management.
- Review the data on site with parties involved in day-to-day collection and use, to ensure that we understand any relevant features, such as coverage gaps, special terminology, shortcuts, etc.
- Walk through day-to-day data collection and entry to fully understand the processes.
- Identify other potentially valuable data that become evident during the visit and discussions.
- Identify any required follow-up actions

We assume DY will participate in this visit.

### **3. Conduct Data Collection Follow-Up Actions**

HMMH will assist DY in preparing a brief summary of the results of the preceding inventory efforts, including a summary of any recommended follow-up actions. With DY approval, HMMH will undertake the follow-up actions, which might include:

- Contacting primary sources or software vendors for clarification of data anomalies identified, assistance in data transfer, obtaining access to necessary software tools, etc. Candidates for such follow-up contacts might include Exelis (the AirScene vendor), PlaneNoise, or Vector.
- Pursuing additional, complementary or supplementary data identified as of potential value.

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## 4. Recommend Further Project Phases

HMMH will assist DY in recommending the scope and timing of further project phases, to address the Town Board's overall objective of identifying and addressing aircraft noise issues in the most thoughtful and reasonable manner.

## 5. Presentation of a "First-Phase Report" to the Town Board

We recommend that this first phase include a contingency for me will travel to East Hampton to assist in the presentation of the "First-Phase Report" to the Town Board.

### Consulting Terms and Conditions and Anticipated Budget

HMMH will provide services through DY to the Town of East Hampton on a time-and-materials basis, in accordance with the HMMH "Standard Terms and Conditions" provided with this proposal. I estimate that we can complete Tasks 1 through 4 for a budget of approximately \$18,000, and Task 5 for approximately \$6,000, for a total overall budget of \$24,000. We will not exceed this budget without your prior authorization.



Further assistance will be provided, as requested, on these same terms.

Please indicate acceptance of this proposal by signing and dating on the lines provided below.

→ • ←

We appreciate the opportunity to assist you and the Town of East Hampton on this very important project. Please do not hesitate to contact me with any questions.

Sincerely yours,

HARRIS MILLER MILLER & HANSON INC.

A handwritten signature in black ink that reads "Ted Baldwin".

Ted Baldwin  
Senior Vice President

enc.

c: W. Castillo, DY

<b>Proposal Terms and Conditions Accepted by:</b>	Signature: _____
	Printed Name: _____
	Printed Title: _____
	Date: _____

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## STANDARD TERMS AND CONDITIONS for Professional Services

1. **TERMS OF OFFER:** Performance of services by HMMH is subject to the terms and conditions set forth herein. No modification shall be effective unless in writing and signed by an authorized representative of HMMH. These terms, when attached to a letter proposal or other document specifying a scope of services and a budget, shall constitute a contract (Agreement) between HMMH and the hiring party (Client).
2. **PROFESSIONAL SERVICES:** HMMH shall be reimbursed for its services as either (i) Fixed price, or (ii) Time & materials. Fixed price work shall be billed monthly on the basis of the percent of work complete, rather than on an hours-spent basis. Time & materials work shall be reimbursed on the basis of the number of hours expended by each consultant and assistant on the project, multiplied by the applicable hourly rate for each such employee, plus expenses incurred. HMMH's current rates for each employee classification are set forth below:



<u>Classification</u>	<u>Hourly Rates</u>
Supervisory Consultant	\$220.00 - \$275.00
Principal Consultant/Engineer/Scientist	\$165.00 - \$250.00
Senior Consultant	\$115.00 - \$180.00
Senior Programmer/Software Support Consultant	\$145.00 - \$245.00
Consultant	\$95.00 - \$135.00
Graphics/Information Specialist	\$70.00 - \$105.00
Technical/Staff Assistant/Project Support	\$65.00 - \$100.00
Senior Project Support	\$155.00 - \$190.00

HMMH may adjust the standard rates charged to Client for particular employees from time to time. Time spent in travel during normal business hours will be charged as consulting time. Since travel outside normal business hours may constitute a significant use of employees' time, HMMH reserves the right to charge for time spent in such travel.

HMMH will charge a premium for courtroom appearances and for time spent giving depositions or expert testimony, or providing similar litigation support services.

3. **OTHER SERVICES AND COSTS:** Other services and expenses provided by HMMH, including but not limited to computer time, instrument usage, and illustration, shall be provided at HMMH's standard commercial rates for such services, according to the attached table which may be updated by HMMH from time to time. Costs incurred by HMMH for travel and subsistence, and for supplies and services obtained from third parties, including but not limited to reprographic and subcontractors' services, shall be billed at HMMH's cost plus a 10% handling charge.
4. **INVOICING AND PAYMENT:** Invoices shall be rendered monthly, and are payable in U.S. dollars within 30 days of receipt. Deposits/retainers may be required, at the discretion of HMMH management, and will be credited against the final invoice. HMMH will assess a late charge of 12% per annum (or 1% per month) on unpaid balances beyond a 5-day grace period.

5. **TAXES AND DUTIES:** All sales and use taxes, customs duties, fees for permits, and similar charges applicable to services provided or to tangible or intangible items delivered to Client, shall be paid by Client in addition to any other fees of HMMH. Any such payments that must be made directly by HMMH shall be reimbursable as costs pursuant to the terms of Paragraph 3.
6. **LIABILITY AND INSURANCE:** HMMH carries Worker's Compensation and Employer's Liability Insurance, Comprehensive General and Auto Liability Insurance, and Professional Errors and Omissions insurance. Certificates of insurance will be furnished on request. **HMMH shall not be liable for any special, incidental, or consequential damages.**
7. **UNFORESEEN CIRCUMSTANCES:** HMMH shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays in delivery by vendors, and strikes or other labor disputes.
8. **ANNOUNCEMENTS:** Use of HMMH's name by Client in any announcements concerning the project for which HMMH's services are performed, for promotional or advertising purposes, or in litigation with third parties shall require HMMH's prior written approval.
9. **TERMINATION:** Either party may terminate this Agreement in whole or in part at any time by written notice to the other; such notice is effective upon receipt. In the event of such termination, HMMH shall be paid in accordance with this Agreement for services rendered and expenses incurred or committed to before and including the date of termination.
10. **GOVERNING LAW:** Interpretation, construction, and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.
11. **RIGHTS IN WORK PRODUCT:** HMMH shall retain title to and copyright of the products of its work under this Agreement, but (subject to Paragraph 8) grants to Client a royalty-free, nonexclusive, nontransferable license (i) to make and use each invention or improvement thereto, which is or may be patentable or copyrightable under U.S. law and is conceived or first reduced to practice by HMMH in the performance of services hereunder and (ii) to use, duplicate, disclose, or otherwise dispose of all computer software and all other recorded information (such as graphs or data tables) delivered to Client in the performance of services hereunder. Any reuse by Client of such data or information shall be at Client's sole risk and expense.

