

CHANGE

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

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FAA POLICY ON FACILITY RELOCATIONS OCCASIONED BY AIRPORT
SUBJ: IMPROVEMENTS OR CHANGES

PURPOSE. Paragraph 5.b.(4) has been clarified and expanded to indicate that FAA will fund modernization and/or expansion projects related to agency **operational requirements** when undertaken concurrently with airport owner initiated and financed facility relocations.

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owner's responsibility. The policy, however,, shall be. **to avoid** modernizing or upgrading a facility at the airport owner's expense.

b. The FAA. It is **general** FAA policy to fund the following:

- (1) Relocation into quarters provided by the airportowner when requested by FAA.
- (2) Relocation of Class II facilities, the presence of **which** on the airport is not authorized by a documentdescribed in **5.a.(1)(c)** above, or the presence **on the** airport has been assured by, unwritten consent **of** the airport owner.
- * (3) Relocation **of** facilities to meet FAA operational requirements or because of technical reasons that are inherent in the site and not caused by airport improvements or changes.
- (4) Modernization/expansion costs to meet FAA operational **requirements.** When a modernization/expansion project is undertaken concurrently with a facility relocation that the airport owner finances, FAA pays only for those costs which would have been expended to meet FAA needs. For example, upgrading an **ILS/ALS** from CAT. I to CAT. II, adding direct altitude and identification readout to **ASR**, expanding a tower facility to accommodate ARTS III, **etc.**, concurrent with a relocation of the existing facility that is financed by the airport owner. *
- (5) Relocation **of** Class I facilities **to** a new **or** another existing airport meeting the necessary physical and operational requirements to qualify for Class I facilities when the receiving airport will replace the airport from which the facilities are being relocated,
- (6) Relocation of Class I facilities, upon recognition by FAA of the necessity for a new **or** newly designated instrument runway on the same airport, in order to achieve more effective use of these facilities, except on the case of a new runway covered by **5.a.(1)(b).**
- (7) Flight inspection required for relocation of facilities where the airport owner is one of the military services (Friendship Agreement).

c. Other Funding. In the event that relocations, replacements or modifications of facilities are necessitated due to causes not attributable to either FAA or the airport owner,, funding responsibility shall be determined by the FAA on a case-by-case basis.

6. ACCOMPLISHMENT OF WORK.

- a. Responsibility. FAA shall have exclusive right to **determine** how all facets of the relocation project will be accomplished. This includes but is not limited to **the engineering**; site selection, procurement of equipment, construction; installation, testing, flight inspection and recommissioning of the facility.

- b. Reimbursable Agreement. The airport owner and FAA shall negotiate a reimbursable agreement in accordance with the provisions of Order **2500.35B**, Agreements Covering Services and Materiel Provided by the FAA. Agreements shall stipulate that in the event actual cost is less than the FAA **estimated cost**, the sponsor will pay only the actual cost; similarly, if actual cost exceeds FAA estimated cost the sponsor will pay the actual cost.



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