

DRAFT MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,  
FEDERAL AVIATION ADMINISTRATION  
AND  
THE CITY OF CHICAGO

March 1, 2024

1. INTRODUCTION AND PURPOSE

- a. This Memorandum of Understanding (MOU) provides a framework and describes the relationships under which the United States Department of Transportation through the Federal Aviation Administration (FAA) will evaluate the City of Chicago's Department of Aviation (CDA) proposed Fly Quiet 21 Plan (FQ21) at Chicago O'Hare International Airport (ORD).  
Collectively, the FAA and the City of Chicago are referred to herein as the "Parties." The purpose of this MOU is to establish an understanding between the Parties regarding the responsibilities of the Parties and the conditions and procedures to be followed in the development and preparation of the FQ21 environmental review.
- b. FAA is responding to a request by the CDA to implement the FQ21 proposal. Prior to implementation, an environmental review will need to be completed. The environmental review will be funded by CDA along with the reimbursable agreements to allow FAA representatives to oversee activities related to the review. The environmental review will include environmental modeling, completion of environmental documentation, and required, or elected, community engagement.
- c. The environmental review must comply with all applicable statutes, regulations, and federal agency policies and guidance that govern the environmental review process, including: the National Environmental Policy Act (NEPA) and its implementing regulations, Title 40, Code of Federal Regulations (C.F.R.) Parts 1500-1508, FAA Order 1050.1F *Environmental Impacts: Policies and Procedures* and FAA Order JO 7400.2P, *Procedures for Handling Airspace Matters*. Under these authorities, any environmental review, analysis, opinion, permit, license, or approval that must be issued or made by a federal agency or the CDA for the proposed FQ21 shall be completed within a time established by the FAA in accordance with Council on Environmental Quality (CEQ) regulations regarding time limits for NEPA reviews at 40 C.F.R. 1501.10 (CEQ time limits), with such time limits calculated starting at the conclusion of modeling.
- d. The environmental document and any related documents must be prepared in accordance with NEPA, 40 C.F.R. Parts 1500 et seq., FAA policies and guidance, and applicable local, state, and federal environmental protection laws and regulations. If during this environmental review process, new federal regulations are promulgated or new federal agency policies or guidance is issued, the FAA and CDA will coordinate to determine whether any changes will be required for the environmental review.

- e. The Parties shall develop an expedited and coordinated environmental review process for the FQ21. The intent of this expedited and coordinated process is to complete the environmental review in a timely manner in accordance with CEQ time limits, with such time limits calculated starting at the conclusion of modeling. This will also provide for better coordination among the federal, regional, state, and local agencies concerned with preparation of the environmental review under the NEPA. The Parties shall develop a schedule for the environmental review.

## 2. GENERAL PROVISIONS

- a. The FAA shall be responsible for assuring compliance with all the requirements of NEPA (42 U.S.C. 4321 et seq.), CEQ regulations (40 C.F.R. Parts 1500-1508), and appropriate DOT-FAA environmental orders and guidance.
- b. The CDA will provide, through its staff or by its contractor (Contractor), the expertise, staffing, and technical capabilities as well as all funding needed for the completion of required environmental modeling; including but not limited to modeling conducted with the Aviation Environmental Design Tool (AEDT). Community engagement efforts shall be funded by the CDA, including Contractor support.
- c. Under a reimbursable agreement, the FAA, with appropriate input from the CDA, will oversee the environmental review by performing activities which may include, but not be limited to the following: determine the scope of the environmental modeling; review and approve modeling inputs; assess and approve modeling results; community engagement efforts; and oversee the preparation of the environmental document.
- d. Based on the environmental modeling results, the FAA, at its sole discretion, will make the determination on the level of environmental review and documentation required under the NEPA.
- e. The CDA will provide to the FAA, through its staff or by Contractor, the expertise, staffing, and technical capabilities as well as all funding needed for the preparation and completion of the environmental documentation.
- f. The FAA will provide oversight and guidance, and review of all required environmental documentation. FAA will issue and be responsible for signing the environmental decision document.
- g. The CDA, with the assistance of the FAA, shall facilitate the coordination of effort and the exchange of CDA's information related to the planning and design of the FQ21, as these activities relate to the preparation of the environmental review.
- h. The CDA and the FAA shall:
  - i. Appoint such representatives as necessary to accomplish the coordination, development, and preparation necessary for the satisfactory preparation of the environmental review. Notice to a Party's representative shall constitute notice to that Party when delivered by United States mail to the address listed in this paragraph. The CDA's representative and mailing address shall be: Jamie L. Rhee, Commissioner, Chicago Department of Aviation, 10510 W. Zemke Road, Chicago, IL 60666. The FAA's representative and mailing address shall be: Erik Amend, Regional Administrator, Great Lakes Region, 2300 East Devon Avenue, Des Plaines, Illinois 60018. Either party may (i) appoint a substitute representative from time to time upon prior written notice to the other Party; or (ii) change the address to which notices shall be sent hereunder upon no less than three (3) days prior written notice to the other Party.

- ii. Review substantive phases of preparation of the environmental review as each deems necessary as hereinafter provided in this MOU.
- iii. Have their respective representatives or their representative's designees attend meetings with other federal, state, and local agencies for the purpose of increasing communications and receiving comments, as the same may be necessary, desirable, or required by law in preparation of the environmental review.
- i. All costs incurred in connection with the employment by CDA of the Contractor and any and all Subcontractors, or other persons the CDA retains or employs, shall be the CDA's sole responsibility to the extent provided for in CDA's contract with the Contractor.

### 3. PROCEDURES

- a. To facilitate the development and preparation of the environmental review, joint meetings among the FAA and CDA shall be held.
- b. FAA and CDA will develop a schedule for the environmental review in accordance with CEQ time limits, with applicable time limits calculated starting at the conclusion of modeling. The schedule will include key milestones and deliverables and anticipated review timeframes for FAA and CDA to provide comments on documentation.
- c. The Contractor will conduct environmental modeling of the proposed FQ21 using FAA approved models under the oversight of FAA. FAA will oversee the modeling, including review and approval of the modeling input data and assessing and approving the modeling results.
- d. In all instances involving questions as to the content or relevance of the environmental modeling prepared by the Contractor, the FAA will make the final determination on the inclusion, deletion, or modification of the same in the environmental review.
- e. FAA-accepted environmental modeling results will be used to identify potential environmental impacts, which will be utilized to determine the level of environmental review required for the FQ21 proposal.
- f. The Contractor will prepare and complete the environmental document under the oversight of the FAA and the FAA will ensure compliance with MOU Paragraphs 1.c and 1.d.
- g. There will be at least one hybrid community meeting in support of the environmental review, as well as other community engagement efforts, required or elected.
- h. When the FAA regulatory review reaches the appropriate milestone, the CDA will be responsible for providing all planning, logistical support, and funding for community engagement. CDA will provide representatives at community engagement events and discuss CDA and the O'Hare Noise Compatibility Commission's role in the proposal. FAA will provide representatives to address ATO issues, and both FAA and Contractor will discuss environmental issues.
- i. The FAA shall issue an environmental decision document when the environmental review is completed.
- j. To the fullest extent allowed by law, the FAA will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials designated by the CDA or Contractor as draft, pre-decisional, or confidential, or which contain trade secrets, proprietary data, or commercial or financial information, or information, documents, or materials or portions thereof which are exempt from disclosure under the Freedom of Information Act. Information developed under this MOU is disclosable

to the public to the extent required by law. In the event that a request under the Freedom of Information Act, for any information, documents, or materials that the FAA, CDA, or Contractor has designated as confidential, the FAA shall notify the CDA, the Corporation Counsel of the City of Chicago, and the Contractor of the request, and its proposed release, and shall provide the CDA and the Corporation Counsel the opportunity both to respond as to why withholding such information should not be allowed, and to appeal the FAA's decision to release, following applicable regulations and laws on such release or access.

- k. The Parties agree that comments or other input provided in compliance with the Parties' obligations under this MOU are offered only to ensure that the environmental review documentation is accurate and complete and to assist the FAA in discharging its responsibilities under this MOU and applicable federal law.

#### 4. NO RIGHTS FOR NON-PARTIES

No rights or privileges are created or intended to be created by this MOU in anyone not a signatory of this MOU.

#### 5. MODIFICATION

This MOU reflects the entire agreement and may be modified by the Parties hereto only by written agreement by all the Parties.

#### 6. WARRANTIES

Neither the FAA nor CDA makes any express or implied warranty as to any matter arising under this MOU.

#### 7. CONSTRUCTION

The parties understand and agree that this MOU does not confer any legal rights, duties or obligations on either party and is not subject to dispute in any forum. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, nor shall neither party be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU.

#### 8. EFFECTIVE DATE / TERM / TERMINATION

This MOU shall be effective on the date of the last signature of the parties and shall remain in force until terminated by mutual agreement or unilaterally by either party upon 30 days' notice to the other party.

#### 9. AUTHORITY

The authority for this MOU is 49 U.S.C. 106 (f)(2)(A) and 106(l) and (m).

**United States Federal Aviation Administration**

**ERIK AMEND** Digitally signed by ERIK  
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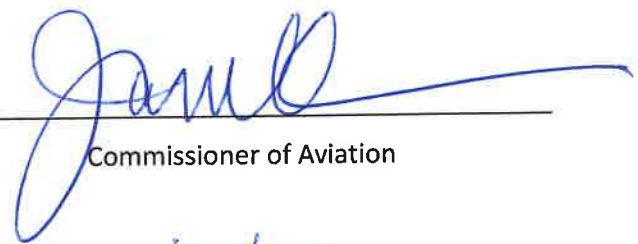
By: \_\_\_\_\_

Regional Administrator  
Great Lakes Region

Date: \_\_\_\_\_

**City of Chicago**

By: \_\_\_\_\_



Commissioner of Aviation

Date: \_\_\_\_\_

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