

MEMORANDUM OF UNDERSTANDING  
ENVIRONMENTAL COORDINATION AND REVIEW  
AMONG THE FEDERAL PARTNERS  
OF THE  
FEDERAL TASK FORCE TO REBUILD NEW YORK CITY  
ENVIRONMENTAL PLANNING AND REVIEW COMMITTEE

This Memorandum of Understanding (MOU) is entered into jointly by the following parties: the Federal Emergency Management Agency (FEMA); the Federal Transit Administration (FTA); the Federal Highway Administration (FHWA); the U.S. Department of Housing and Urban Development (HUD); the New York State Urban Development Corporation d/b/a the Empire State Development Corporation (ESDC) and the Lower Manhattan Development Corporation (LMDC); the U.S. Coast Guard (USCG); the U.S. Environmental Protection Agency (EPA); the U.S. Army Corps of Engineers (USACE); the U.S. Fish and Wildlife Service (USFWS); and the National Marine Fisheries Service (NMFS).

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to formalize the commitment among the listed Federal agencies to work in a partnering process to coordinate and accelerate the review of projects under the National Environmental Policy Act (NEPA) and associated laws in order to develop environmentally responsible projects while preventing project delays. The partnership would also ensure that the Federal agencies work efficiently with the State and Local agencies toward this goal. This partnership will facilitate a coordinated approach that ensures environmentally sound decisions based on concurrent and expedited agency reviews. This MOU shall be applicable to projects developed and/or funded as a result of the September 11, 2001, terrorist attack on New York City (NYC).

**II: Background**

The need for environmental coordination to streamline project development and construction is seen as necessary by the parties to fulfill the mandates of NEPA and applicable Federal, State, and local environmental laws.

The MOU identifies the Federal lead and cooperating agencies for the preparation and documentation of analysis required under NEPA and associated laws, and establishes a response period among the listed agencies for consultation, coordination, and concurrence of project requirements. Additional MOUs or other agreements may be developed to address particular issues, projects, or other needs to further the intent of this MOU.

The federal funding agencies, which include FEMA, FTA, FHWA, and HUD, developed a preliminary list of potential recovery projects. These projects are identified in the Emergency/Interim Transportation Disaster Recovery Plan and referenced herein. Similar or additional projects may be identified at a later date within the same scope or magnitude, and this MOU shall be applicable to those projects.

### **III. Commitments of the Agencies**

Since the projects may involve funding, concurrence, or permitting from several Federal agencies, each agency will be responsible for identifying the issues that must be addressed to satisfy its respective statutory requirements and for coordinating with other agencies as necessary. Each of the signatories to this MOU will be responsible for the following:

- FEMA - will serve as a lead agency and coordinate all project reviews for projects funded under FEMA programs related to the disaster designated FEMA-1391-DR-NY, serve as a cooperating agency for projects funded under other authorities, as appropriate, and provide technical assistance for National Flood Insurance Program related issues.
- FTA - will serve as a lead agency and coordinate all project reviews for projects funded under FTA programs, serve as a cooperating agency for projects funded under other authorities, as appropriate, and provide technical assistance for transit-related projects.
- FHWA - will serve as a lead agency and coordinate all project reviews for projects funded under FHWA programs, serve as a cooperating agency for projects funded under other authorities, as appropriate, and provide technical assistance for road-related projects.
- HUD - will serve as a cooperating agency for projects funded under non-HUD authorities, as appropriate.
- New York State through the ESDC and/or the LMDC, pursuant to 42 U.S.C. 5304(8), will assume the Federal agency responsibility for environmental reviews, will act as a lead agency, and will coordinate all project reviews for projects funded under HUD community development programs; and upon the request of a federal lead agency, will serve as a cooperating agency for projects funded under other authorities, as appropriate.
- USACE - will serve as a cooperating agency and provide technical assistance, as necessary, in evaluating projects to ensure any U.S. water or wetland impacts are identified, avoided or minimized, and mitigation resolved.
- USCG - will serve as a cooperating agency and provide technical assistance, as necessary, in evaluating projects to ensure the U.S. navigable waterway needs are met and any bridge impacts are identified and resolved. .
- EPA - will serve as a cooperating agency and provide technical assistance, as necessary, to ensure air quality, water quality, and hazardous waste standards are evaluated in NEPA documents and other environmental studies in support of NEPA documents, as appropriate.
- USFWS - will serve as a cooperating agency and provide technical assistance, as necessary, in evaluating projects to ensure threatened and endangered species are identified, any impacts avoided or minimized, and mitigation resolved.
- NMFS - will serve as a cooperating agency and provide technical assistance in, evaluating projects, as necessary, to ensure threatened and endangered species and essential fish habitat are identified, any impacts avoided or minimized, and mitigation resolved.

In the spirit of cooperation and collaboration, and with the mutual understanding that this is a flexible working agreement among the signatory agencies, we hereby commit to undertake the following actions:

- Support concerted, cooperative, effective, and collaborative work to provide for the disaster recovery effort resulting from the September 11, 2001, New York City terrorist attack.
- Accelerate all project reviews under our respective jurisdictions.
- Notify parties at the earliest project proposal stage when it becomes apparent that a party will not have an action and therefore will not need to participate further in that project's development.
- Address anticipated needs for funding, licensing, permitting, or other action that may result from a proposed project by ensuring that consultation, documentation, and design meet the needs for agency approval(s).
- Coordinate agencies' public involvement processes to the extent possible.
- Participate in the development of technical information, identification of impacts on resources, and mitigation recommendations.
- Review and comment on draft documentation regarding project impacts, mitigation, and design.
- Participate in meetings as necessary to discuss such documentation, mitigation, and design.
- Provide timely review and constructive comments on projects, focusing additional information requests on information that is needed to reach an informed decision.
- Identify solutions to reduce unnecessary project delays by using concurrent review of plans and projects and other means.
- Share information on project reviews with Federal, State, and City agencies in order to avoid duplication of effort.
- Identify potential barriers to achieving project goals through meetings, conference calls, and participation in developing timely resolutions.

To aid in meeting these commitments the parties agree to do the following:

- Provide response and/or comment within a 10-day period from the date of receipt
- Provide comments and propose mitigation at the earliest stage possible in project development.
- Share information related to project development, review, and approval to assist other parties in carrying out their responsibilities and decision-making.
- Provide representation and information to meet these commitments via meetings of the Federal Task Force to Rebuild NYC and the Environmental Planning and Review Committee, and additional communication, as needed.
- To the greatest extent possible, speak with one voice through the lead Federal agency in order to ensure working efficiently.
- This MOU may be modified upon the mutual (written) consent of participating parties.
- An agency, upon 10 days written notice to the other participants, may terminate its participation in this agreement without rendering the document invalid for all other participating agencies; supplemental documentation of termination of participation will be adopted by the remaining agencies upon receipt of the written notice.
- Nothing in this MOU shall be construed as limiting or constraining a lead or cooperating agency's obligation to make an independent assessment and decision regarding the appropriate level of environmental documentation and processing with respect to specific projects under NEPA and related statutes.

This MOU may be implemented in counterparts, with a separate page for each signatory, and

FEMA will ensure that each party is provided a complete copy. This MOU is effective on the signatory date for each party. Nothing in this agreement is intended to conflict with current law or regulation or directives of the signatory parties. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. Potentially, other agencies may become parties to this agreement as project development progresses. This MOU shall remain in effect until the last project funded as a result of the September 11, 2001, terrorist attack on New York City is fully constructed.

#### **IV. Conclusion**

In signing this MOU, the undersigned recognize and accept the roles and responsibilities assigned to each party. Each of the parties agrees to pursue cooperation, communication, and efficiency to effectively ensure that projects comply with all applicable Federal requirements.

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: Joseph Picciano  
Joseph Picciano, Acting Regional Director,  
Region II

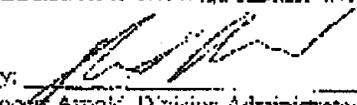
Date: 6/20/02

FEDERAL TRANSIT ADMINISTRATION

By: *Lydia Thompson*  
Lydia Thompson, Regional Administrator,  
Region 7

Date: 06/24/02

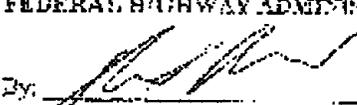
FEDERAL HIGHWAY ADMINISTRATION

By:   
Rocco Amabile, Division Administrator,  
New York Division

Date: 6-24-02

FEDERAL HIGHWAY ADMINISTRATION

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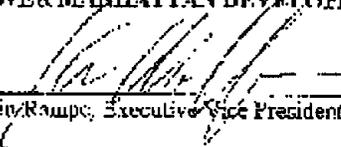
By:   
Rocco Amabile, Division Administrator,  
New York Division

Date: 6-24-02

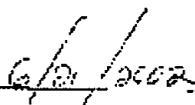
EMPIRE STATE DEVELOPMENT CORPORATION

By: *K. S. Corbett* Date: June 25, 2012  
Kevin S. Corbett, Executive Vice President and Chief Operating Officer

**LOWER MANHATTAN DEVELOPMENT CORPORATION**

By:  \_\_\_\_\_  
Kevin Ramps, Executive Vice President and General Counsel

Date:

 \_\_\_\_\_

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

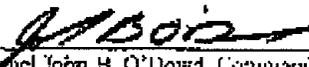
By: Roy A. Bernardi Date: 7/16/07  
Roy A. Bernardi,  
HUD Assistant Secretary for Community Planning and Development

U.S. ENVIRONMENTAL PROTECTION AGENCY

By: Jane M. Kenney  
Jane M. Kenney, Regional Administrator,  
Region II

Date: July 1 83

U.S. ARMY CORPS OF ENGINEERS

By:   
Colonel John H. O'Dowd, Commander,  
New York District

Date: 2 July 2002

U.S. COAST GUARD

By: W. S. [Signature]  
Rear Admiral Vivian S. Cross,  
Commander, First Coast Guard District

Date: 4-13-2007

U.S. FISH AND WILDLIFE SERVICE

By *Marcie Parker*  
Dr. Marcie Parker, Regional Director  
Northeast Regional Office

Date: JUL 24 2002

NATIONAL MARINE FISHERIES SERVICE

By:

*Patricia A. Kuzkol*

Patricia A. Kuzkol, Regional Administrator,  
Northeast Regional Office

Date:

8/9/02