

**MEMORANDUM OF AGREEMENT  
("MEMORANDUM")**

**I. Parties**

This Memorandum is entered into between the Texas Natural Resource Conservation Commission (ATNRCC@) and the City of Fort Worth (AFort Worth@), collectively, Athe Parties.@

**II. Intent and Purpose**

The intent of this Memorandum is to memorialize the agreement between Fort Worth and the TNRCC to reduce emissions of oxides of nitrogen (NO<sub>x</sub>) at Alliance and Meacham Airports. The Parties enter into this Memorandum for the purpose of making Fort Worth's reduction in emissions of nitrogen oxides (NO<sub>x</sub>) a part of the Texas State Implementation Plan ("SIP").

**III. Definitions**

As used in this Memorandum, the following terms have the meanings given below:

(A) "EPA" shall mean the United States Environmental Protection Agency.

(B) AGround Support Equipment@or AGSE@ shall mean equipment that is used to service aircraft during passenger, baggage and/or cargo loading and unloading, maintenance, and other ground-based operations as identified in the SIP.

(C) "TPD" shall mean tons per day.

**IV. Background**

(A) The four (4) county region of the Dallas/Fort Worth area has been designated as a serious non-attainment area for ozone by the EPA.

(B) Under Section 110 of the Federal Clean Air Act, 42 U.S.C. ' 7410, each state that has a non-attainment area must submit a plan to the EPA demonstrating strategies to come into compliance with the National Ambient Air Quality Standards ("NAAQS").

(C) Section 110 of the Federal Clean Air Act, 42 U.S.C. ' 7410 also requires Texas to submit to the EPA for approval any SIP revisions and to demonstrate that such SIP revisions will assist the Dallas/Fort Worth non-attainment area in reaching the NAAQS.

(D) Alliance and Meacham Airports, which are owned and operated by Fort Worth, consist of one or more sources as defined in Tex. Health & Safety Code ' 382.003(12).

(E) TNRCC has calculated that the projected total 2007 NO<sub>x</sub> emissions from GSE for the Dallas/Fort Worth nonattainment area is 6.8 tpd.

(F) On April 19, 2000, the TNRCC Commission adopted a revision SIP for the Dallas/Fort Worth area. The SIP revision includes a ninety percent (90%) reduction of NO<sub>x</sub> emissions from GSE. In order to reduce GSE emissions by ninety percent (90%), there must be a reduction of 6.12 tpd of NO<sub>x</sub> in the non-attainment area.

## **V. Obligations of Parties**

(A) Fort Worth agrees as follows:

In accordance with the terms of this Memorandum, Fort Worth agrees to implement strategies to obtain reductions in the NO<sub>x</sub> emissions at Alliance and Meacham Airports by December 31, 2004. Fort Worth agrees that the amount of NO<sub>x</sub> emissions reductions that Fort Worth is responsible for achieving at Alliance and Meacham Airports is 0.039 tpd. Fort Worth agrees to submit to the Executive Director of the TNRCC by May 1, 2002, its plan to achieve this reduction.

The emission reduction plan submitted by Fort Worth must demonstrate in sufficient detail the strategies that will be in place by December 31, 2004, to achieve the required amount of 0.039 tpd reductions in emissions of NO<sub>x</sub> at Alliance and Meacham Airports. Fort Worth may choose (but is not required) to make reductions from the following strategies:

1. Managing efficiencies of onsite combustion sources;
2. Retrofit and upgrade of onsite HVAC equipment; and/or
3. Electrification of onsite GSE and/or other aircraft, terminal or airport support equipment.

In lieu of Fort Worth's implementation of one or more of the strategies described above, Fort Worth may propose one or more alternative strategies, subject to approval by the TNRCC. Fort Worth may also comply with all or any part of its commitments through the use of NO<sub>x</sub> emission control measures which have been achieved elsewhere within the nonattainment area, or the purchase of NO<sub>x</sub> emission reduction credits or offsets, as long as such actions are creditable pursuant to the TNRCC Emissions Banking Program as defined in 30 TAC ' 101.29, or successor regulations, and Fort Worth can reasonably demonstrate that such measures have resulted in NO<sub>x</sub> emission reductions at least equal to those required or expected from the commitment being substituted. The emission reduction plan and alternative strategies will be approved, provided the emissions reductions or the effect on the environment from such alternative strategies will achieve a reduction of 0.039 tpd in NO<sub>x</sub> emissions at Alliance and Meacham Airports, and the potential strategies set forth above and the alternative strategies are not duplicative of strategies relied upon in the most recent SIP approved by the TNRCC as of the date which that strategy is included in

the emission reduction plan submitted by Fort Worth. Fort Worth may submit this plan anytime after January 1, 2001 in order to ensure that strategies are not duplicative. The plan may be revised to include alternative strategies which would then be evaluated using the SIP existing at the time of the revision. If Fort Worth elects to propose an alternative strategy, it will submit to the TNRCC Executive Director all information reasonably necessary to evaluate and approve the alternative strategy as part of its reduction plan, which approval shall not be unreasonably withheld.

(B) TNRCC agrees as follows:

The TNRCC agrees to support this Memorandum as a revision to the SIP and to recommend that the Governor submit it as such to the EPA.

The TNRCC will not require Fort Worth to regulate the activities of entities that use Alliance and Meacham Airports.

## **VI. Term**

The term of this Memorandum shall begin upon signature and approval by all Parties and shall expire on December 31, 2007 unless sooner terminated by mutual written consent of both Parties.

## **VII. Miscellaneous**

This Memorandum represents the entire agreement between the TNRCC and Fort Worth with regard to the subject matter of this Memorandum and supersedes all other agreements, understandings or commitments, written or oral relative thereto.

This Memorandum may not be amended or modified except pursuant to a mutual written agreement executed by each of the Parties.

This Memorandum shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the conflicts of laws thereof.

Both Parties represent they have authority to enter into this Memorandum, including the authority granted in the Texas Government Code Chapter 791, Interlocal Cooperation Contracts, and upon approval of both the TNRCC Commission and Fort Worth’s governing body, it will be binding on both Parties.

**In Witness Whereof**, TNRCC and Fort Worth, by their authorized officers, have made and executed this Memorandum in multiple copies, each of which is deemed an original.

**Texas Natural Resource Conservation Commission**  
“TNRCC”

By: \_\_\_\_\_  
Name: Jeffrey A. Saitas, P.E.  
Title: Executive Director

**City of Fort Worth, Texas**  
“Fort Worth”

By: \_\_\_\_\_  
Name: Charles Boswell  
Title: Assistant City Manager

ATTEST:

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

Name: Gloria Pearson

Title: City Secretary

APPROVED AS TO FORM AND LEGALITY:

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

Assistant City Attorney

M & C: none required

**PASSED AND APPROVED** at the regular meeting of the Texas Natural Resource Conservation Commission on \_\_\_\_\_.

**TEXAS NATURAL RESOURCE CONSERVATION COMMISSION**

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**For the Commission**