

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AND
MUNICIPALITY OF ANCHORAGE
FOR AIR QUALITY CONTROL**

I. Purpose

The purpose of this Memorandum of Understanding is to clarify the joint responsibilities for air pollution control and monitoring within the boundaries of the Municipality of Anchorage. The Alaska Department of Environmental Conservation (ADEC) and the Municipality of Anchorage (MOA) share responsibility and authority for air quality control within boundaries of the Municipality of Anchorage. The parties to this Memorandum of Understanding recognize that clear lines of responsibility must be established and maintained to maximize the efficient utilization of available resources and to provide the greatest protection to health and safety.

The Anchorage Air Quality Program (AAQP) anticipates staffing of approximately 1.0 FTE in calendar year 2017. As a consequence, effective January 1, 2017, AAQP staff will discontinue operating the Anchorage monitoring network as detailed in the ADEC 2016 Alaska Air Monitoring Network Plan Amendment. AAQP staff will rely on ADEC to host, operate and maintain all monitoring sites within the boundaries of the MOA, and the automated collection and display of near-real time air monitoring data (i.e. the DR DAS network and AQI website), and to validate and report all monitoring data from the Anchorage network. AAQP staff will continue to cooperatively manage air pollution source permitting within the boundaries of the MOA as described in Section III.

MOA agrees to retain primary responsibility for air quality planning within the boundaries of the Municipality of Anchorage. ADEC and MOA recognize that existing MOA Air Quality staff resources are limited and additional resources may be needed if a significant, new planning effort such as a new attainment plan, is necessary. ADEC and MOA agree to work cooperatively to identify the funding and technical resources necessary to complete new planning obligations.

B. MOA will:

- 1. continue to implement its emergency episode plan for criteria air pollutants. When episodes are detected which occur due to natural events, provide documentation of MOA's public information efforts to ADEC in accordance with EPA's Exceptional Events Rule;**
- 2. provide a daily recorded telephone message and web page update providing air quality information to the public each weekday morning (excluding holidays) that includes a summary report of the Air Quality Index (AQI) on the previous day and a forecast of the AQI for the next 24 hours; and**
- 3. issue air pollution alerts, warnings, and emergencies to the public in accordance with state regulations and local ordinances, utilizing the state's advisory website.**

III. Permitting

For the purpose of this MOU, an ADEC air quality control permit includes a pre-approved emission limit, letter of authorization for operation under an owner requested limit or general permit, as well as a minor permit, a construction permit, and an operating permit.

A. ADEC will:

- 1. upon request, provide MOA with copies of its procedures and guidelines on: permitting, enforcement, surveillance, inspection, ambient air quality monitor siting, and record keeping;**
- 2. notify MOA in writing when it receives an application for an air quality control permit, permit renewal, or permit revision request within the boundaries of the MOA even if ADEC determines the source does not require an ADEC permit. Upon written request from MOA, ADEC will send copies of correspondence and written documentation related to the application within 5 working days of the request;**
- 3. notify MOA in writing when ADEC publishes the public notice to issue, revise or renew a general permit;**
- 4. upon request, provide MOA with access to all methodology and procedures used in evaluating each ADEC air quality control permit application and each general permit action;**
- 5. if deemed appropriate and germane to developing an air quality control permit, permit revision, or permit renewal, send out a request for additional information based partially or wholly on MOA's written request, if MOA submits the written request to ADEC before ADEC publishes the public notice; and**

B. MOA will:

- 1. maintain oversight of those stationary sources under a MOA air quality control permit;**
- 2. conduct on-site and full compliance evaluations of those stationary sources under a municipal air quality control permit with ADEC invited to join MOA to attend on-site compliance evaluations;**
- 3. give appropriate advance notice to ADEC of selected on-site compliance evaluations and any changes in the scheduled evaluations; and**
- 4. take enforcement action on a MOA-permitted stationary source, if a unit at that source is found to be in violation of state or municipal air quality control regulations;**

V. Open Burn. For ADEC, "open burning" is as defined in 18 AAC 50.990(65) "means the burning of a material that results in the products of combustion being emitted directly into the ambient air without passing through a stack, flare, vent, or other opening of an emission unit from which an air pollutant could be emitted; does not include a campfire; a barbecue; a ceremonial fire; use of a candle; use of a cigar, cigarette, or pipe; the use of celebratory fireworks. For MOA, "open burning is as defined in Title 14, Chapter 15.35.040 Stationary Source Emissions—General definitions "*Open burning* means the burning of any matter in such manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through an approved stack, duct, vent or chimney but does not refer to the operation of safety flares for the purpose of protecting human life."

A. ADEC will:

- 1. review and issue open burn approvals to stationary sources within the boundaries of the MOA that are regulated under AS 46.14.130(b);**
- 2. inform stationary sources regulated under AS 46.14.130(b) that they are also obliged to meet open burn ordinance requirements contained in Anchorage Municipal Code Section 15.35.100 and that this may entail obtaining an open burn permit from MOA for certain activities not regulated by ADEC;**
- 3. work with MOA to develop consistency in the permitting process and the terms and conditions applied to open burn permits within the boundaries of the MOA;**
- 4. prior to issuing an open burn approval for a prescribed fire, significant land clearing operation, or fire training exercise within MOA, notify MOA that an application has been received. If requested by MOA, send a copy of the permit application and draft approval to solicit input from MOA on the terms and**

1. provide technical and administrative assistance to MOA in the development and processing of SIP revisions for attainment and maintenance of the national ambient air quality standard and other plans such as natural events action plans, required by the EPA;
2. assist MOA in its dealings with EPA, particularly in the development of SIP revisions;
3. process locally-developed SIPs through the state regulatory process and submit state-approved plans to EPA for final federal approvals;
4. participate in the inter-agency consultation process to insure federally-funded projects within MOA conform to the SIP; and
5. if additional staff and/or funding are necessary to complete plans or plan amendments required by the EPA, ADEC agrees to work together with MOA to assemble the resources required.

B. MOA will:

1. take the primary role, in conjunction with the Anchorage Metropolitan Area Transportation Solutions (AMATS) organization, for all CO and PM planning for areas within MOA;
2. prepare amendments to the SIP, as necessary, to reflect local or State decisions that substantially change air pollution emission control programs committed to in the SIP;
3. develop Natural Events Action Plans (NEAP) when required by EPA monitoring rules;
4. coordinate with AMATS, as necessary, to meet SIP deadlines for CO and PM;
5. continue its efforts to maintain the national ambient air quality standards for CO and PM;
6. continue to study, identify and implement additional strategies to further reduce ambient CO and PM as needed in the boundaries of the MOA; and,
7. participate in the inter-agency consultation process to ensure federally-funded projects within the boundaries of MOA conform to the SIP.

VII. Response to Citizen Air Quality Complaints within the Boundaries of the Municipality of Anchorage

This Agreement may only be amended, modified or changed in writing, and executed by authorized representatives of both parties. The only representatives authorized to amend, modify or change the terms of the Agreement are:

ADEC: Commissioner or Approved Designee

MOA: Mayor, Municipal Manager or Approved Designee

C. Notices

Any notice required pertaining to the subject matter of this agreement shall be personally delivered, sent via fax, e-mail, or mailed by prepaid first class registered or certified mail, return receipt requested to the following address:

**Municipality of Anchorage
Director, Department of Health and Human Services
P.O. Box 196650
Anchorage, AK 99519-6650
FAX: 907-343-6740**

**Alaska Department of Environmental Conservation
Director, Air Quality
PO Box 111800
410 Willoughby Ave, Ste. 303
Juneau, AK 99811-1800
FAX: 907-465-5129**

D. Jurisdiction

Any civil action arising from this agreement shall be brought in the Superior Court Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

E. Integration

This agreement and all appendices and modifications hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

F. Permits and Laws

The parties agree to acquire and maintain in good standing all permits, licenses, and other entitlements necessary to their performance under this Agreement. All actions

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Alaska Department of
Environmental Conservation**

By: 
Larry Hartig
Commissioner


Date: Nov. 30, 2016

Municipality of Anchorage

By: 
Mayor, Municipal Manager or
Authorized Designee

Date: 11-22-16

**Alaska Department of
Environmental Conservation
Fund Certification**

By: 
Nikolay Barkov
Finance Officer

Date: 12/02/16