

I MOVE to substitute the Memorandum of Understanding with Resolution 18-004 with the attached MOU.

The substitute has been provided to the Assembly, copies have been provided to the public in the back of the room, and has been published online.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AND
MATANUSKA-SUSITNA BOROUGH
FOR
AIR QUALITY COORDINATION**

I. Purpose

The purpose of this memorandum of understanding (MOU) is to clarify the joint responsibilities between the Alaska Department of Environmental Conservation (DEC) and the Matanuska-Susitna Borough (Borough) for air quality control and monitoring within the Borough with an emphasis on the Butte and Palmer areas of the Borough on fine particulate matter (PM_{2.5}) and coarse particulate matter (PM₁₀). Both parties recognize that clear lines of responsibilities must be established and maintained to maximize the efficient utilization of available resources and to protect the public's health and safety to the greatest extent possible. Therefore, the two parties agree to enter into this MOU.

II. Ambient Air Monitoring/Air Quality Forecasting/Air Quality Alerts and Advisories

DEC will maintain and operate the network coarse particulate (PM₁₀) and fine particulate (PM_{2.5}) ambient air monitors to describe existing air quality conditions within the Butte and Palmer areas, Borough. The Borough will issue PM_{2.5} and PM₁₀ air quality alerts and advisories through the State Air Quality Advisory website and mailing list as well as through the Borough process. DEC will provide technical and back-up support for air quality advisories related to the ambient air monitoring network.

Close communication and cooperation between the agencies is necessary to share information on ambient air conditions to determine the need for issuing an air quality advisory, or declaring an air episode due to anthropogenic or natural events.

DEC will:

operate and maintain the PM₁₀ and PM_{2.5} ambient air and meteorological monitoring network as required in accordance with state and federal regulations, guidelines, and the yearly DEC/EPA Air Program work plan;

conduct special air monitoring studies of criteria pollutants to identify/better define air quality problem areas, as necessary and as funding and staffing allow;

send to the Borough copies of correspondence and applicable materials associated with air quality monitoring work performed by DEC within the Borough and air monitoring information received from EPA or other sources which may be of interest to the Borough;

notify the Borough as to reporting requirements, due dates, etc.;

conduct an annual monitoring network assessment and develop recommendations for any changes which may be necessary in coordination with the Borough and EPA;

coordinate with and assist the Borough on air quality alerts, advisories and forecasts, provide access to the State's Air Advisory web site for posting advisories, and assist the distribution of information to the public and interested parties;

provide training to Borough staff on the State's Air Advisory System and other forecasting tools;

provide and maintain a data acquisition system including a website for near real time data access and a database for data storage, review and submission of required monitoring data to EPA; and

issue, air quality alerts and advisories in back up capacity, if needed

The Borough will:

issue PM_{2.5} and PM₁₀ forecasts to address air quality concerns within the Butte and Palmer areas. A daily forecast will be provided during periods of poor air quality. The forecast will be posted on the Borough's and State's web page and the Borough's phone system, including holiday and weekend projections made the previous workday, when appropriate; and

issue, as needed, air quality alerts and advisories for both PM₁₀ and PM_{2.5} throughout the year.

III. Air Quality Planning and Implementation

The Borough will initiate efforts within the Butte and Palmer areas to maintain the national ambient air quality standard (NAAQS) for fine particulate matter (PM_{2.5}). This will include the study and possible implementation of reasonable, cost-effective strategies designed to reduce ambient air pollutant concentrations which will allow the Borough to maintain the PM_{2.5} standard.

DEC will:

provide technical and administrative assistance to the Borough;

work with the Borough to develop additional programs that will:

- aid the Borough in maintaining the health based standard for PM_{2.5} in the Butte and Palmer areas, subject to available

- funding; and
- assist the Borough in its dealings with EPA, particularly in the development of additional strategies to reduce ambient air pollutant levels in the Butte and Palmer areas.

Assist and coordinate with the Borough on public outreach and education activities; and

Notify and consult with the Borough regarding any proposed state programs or regulations that could impact a local control program or activities within the Borough.

The Borough will:

increase its efforts to maintain the national ambient air quality standard for PM_{2.5} in the Butte and Palmer areas;

implement reasonable and cost effective strategies that assist in mitigating PM_{2.5} air pollution to include voluntary or incentive programs related to solid fuel burning devices;

assist DEC in any studies of PM_{2.5} concentrations, and the resultant impact of PM_{2.5} on the prospects for maintaining the PM_{2.5} standards in the Borough Butte and Palmer areas, including potential use of new and innovative programs;

take the lead in collaboratively developing with DEC a PM_{2.5} attainment plan should the area be unable to maintain the health based air quality PM_{2.5} standard; and

Conduct public outreach and education for air quality health effects and other impacts and ways to mitigate air pollution.

IV. Open Burning

DEC will be responsible for issuing approvals for open burning of materials from Fire Service training, land clearing operations of 40 acres or greater per year, prescribed burning operations of 40 acres or greater per year, and for the open burning of petroleum-based materials or other materials that give off black smoke.

DEC will:

provide the Borough with copies of all open burning approvals issued by DEC for sites within the Borough; and

advise applicants to contact the Borough regarding any Borough Codes pertaining to open burning.

The Borough will:

advise DEC if the Borough re-establishes any open burning ordinances and permit procedures;

at its discretion establish open burning ordinances as efforts towards maintaining attainment of the PM2.5 standard, ~~especially~~ in the Butte and Palmer areas; and

include open burning prohibitions in its air quality advisories if determined to be appropriate to the air pollution event.

V. Complaint Response

DEC and the Borough will collaborate in the response, investigation, compliance assistance and enforcement stemming from public complaints regarding air pollution within the Borough.

VI. Notice/Project Contacts

For purposes of this agreement each agency will identify a project manager who will have overall responsibility for management of the agreement. The project managers may designate and identify in writing to the other agency, other staff with responsibility for implementing specific activities under this agreement.

For purposes of this agreement DEC's project manager is,
Director, Division of Air Quality

For purposes of this agreement, the Borough's project manager is,

Planning Director, Matanuska-Susitna Borough

All project work plans and approvals shall be submitted through the project managers designated in this section.

Parties agree to notify each other in writing of changes in project manager or activity managers within 10 days of change.

VII. It is mutually agreed:

1. that the Borough and DEC shall maintain staff to carry out the activities necessary to administer the air quality programs outlined in this agreement;
2. that amendments to this agreement may be proposed by either party and

shall become effective upon approval of both parties.

3. that this MOU has no financial consideration at this point in time. If future services are needed by either party requiring funding, an amendment to this MOU will be issued.
4. Nothing in this agreement shall be construed as obligating the Borough or DEC to expend any funds in excess of appropriations authorized by this MOU (none requested or authorized at this time).
5. Nothing in this agreement shall be construed as obligating the expenditure of any funds not authorized by the Matanuska-Susitna Borough Assembly.

VIII. Execution/Modification and Duration of Agreement

This agreement will be in effect upon signature by both parties until amended or revoked. The agreement may be terminated upon 30 days' written notice by either party.

Alaska Department of
Environmental Conservation

Matanuska-Susitna Borough

By: _____
Larry Hartig
Commissioner

By: _____
John Moosey
Borough Manager

Date: _____

Date: _____

By: _____
Nikolay Barkov
DEC Finance Officer

Date: _____