

**Environmental Protection Commission  
Iowa Department of Natural Resources**

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**ITEM**

**6**

**DECISION**

**TOPIC**

**Contract – Polk County Board of Supervisors for Execution of the State of Iowa Air Pollution Control Implementation Plan: Polk County**

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**Recommendations:**

Commission approval is requested for a one year-service contract with the Polk County Board of Supervisors of Des Moines, IA. The contract will begin on July 1, 2009 and terminate on June 30, 2010. The total amount of this contract shall not exceed \$783,481. This contract is an Iowa Code Chapter 28E agreement.

**Funding Source:**

This contract will be funded through cost reimbursable payments funded by Title V program fees (not to exceed \$592,443), 105 federal grant dollars (not to exceed \$171,038), and 103 federal grant dollars (not to exceed \$20,000). The Polk County Board of Supervisors has a funding commitment of \$236,345.00. The statutory authority for the DNR to enter into this contract is 455B.145.

**Background:**

The Polk County Air Quality Division will be responsible for the ongoing implementation of an air program within Polk County, as established under the requirements of this contract. The Polk County Air Quality Division has a certificate of acceptance pursuant to Iowa Code Section 455B.145, as implemented in 567 IAC Chapter 27.

**Purpose:**

The parties propose to enter into this Contract to ensure that Polk County meets the conditions necessary to retain a Local Program as specified in Iowa Code § 455B.145 and 567 Iowa Administrative Code (IAC) Chapter 27 and to specify the extent and manner of cooperation between the two agencies in conducting programs for the abatement, control, and prevention of air pollution within Polk County. Particular emphasis is placed on the collection and assessment of information regarding air quality, the permitting of sources of air emissions, the enforcement of emission limits, and the attainment and maintenance of ambient air quality standards.

**Contractor Selection Process:**

The DNR is allowed to contract with the Polk County Board of Supervisors without using a competitive selection process pursuant to state law.

The DNR has chosen to continue to contract with the Polk County Board of Supervisors for this project because 1) Successful implementation of an air program has been demonstrated by the continued attainment of air quality standards in Polk County, 2) Sources appreciate the local access they have available to them, and 3) Polk County had a local program in place prior to the DNR's delegation from EPA for an air program; this included already having ordinances and enforcement in place.

Christina Iiams  
Program Planner 2  
Air Quality Bureau – Environmental Services Division  
June 16, 2009

Attachment(s): Special Conditions for Contract

**IOWA DEPARTMENT OF NATURAL RESOURCES**

**AGREEMENT NUMBER 2010-7230-02**

**With**

**THE POLK COUNTY BOARD OF SUPERVISORS**

**Agreement Title:** Execution of the State of Iowa Air Pollution Control Implementation Plan

**Agreement Amount:** not to exceed \$783,481.00

**Time of Performance:** July 1, 2009 to June 30, 2010

**Agreement Manager** Christina Iiams  
DNR-Air Quality Bureau  
7900 Hickman Rd, Suite 1  
Urbandale, IA 50322

**Issue Payment to:** The Polk County Central Accounting  
Administrative Office Building  
Second and Court Avenue  
Des Moines, IA 50309

The Polk County Public Works Department agrees to deliver all supplies and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the Special Conditions and General Conditions. To the extent of any inconsistency between the Special Conditions or the General Conditions and any specifications or other conditions which are made a part of this Agreement, by reference or otherwise, the Special Conditions and General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year last specified below.

**POLK COUNTY BOARD OF SUPERVISORS**

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

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

**DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_  
Deputy Director

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

This Agreement was approved, as required by Subsection 455B.105 (6) of the Code of Iowa, by the Environmental Protection Commission on \_\_\_\_\_, 2009.

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## **SPECIAL CONDITIONS**

### **ARTICLE I AUTHORITY**

**1.1** This Agreement, which is a joint or co-operative undertaking within the meaning of Iowa Code section 28E.1 is made and entered into between the Polk County Board of Supervisors (hereafter the Local Program) and the Iowa Department of Natural Resources (hereafter, DNR). This Agreement and attachments, together with the Certificate of Acceptance, shall constitute the entire Agreement between the Local Program and the DNR with respect to the subject matter herein.

**1.2** Nothing in this Agreement or its attachments shall be construed to limit the power of the Director to issue state permits and to take any other actions consistent with Iowa Code, Chapter 455B, Division II, or rules established under this Division which the Director deems necessary for the continued proper administration of the air pollution programs within the jurisdiction of the local air pollution program.

**1.3** DNR grants to the Local Program concurrent authority to implement and enforce federal NSPS, NESHAP and MACT standards, provided that the Local Program has demonstrated and continues to demonstrate that the Local Program has incorporated into its local ordinances an equivalent or more stringent program adopted pursuant to Iowa Code section 455B.145. However, enforcement of the NSPS, NESHAP and MACT regulations in the State of Iowa shall be primarily the responsibility of the DNR.

**1.4** In the event of a breach by the Local Program of a term or condition of this Agreement, said breach will be considered by DNR to determine the affect of the breach on the remaining terms or conditions of this Agreement and the Certificate of Acceptance.

### **ARTICLE II STATEMENT OF PURPOSE**

The purpose of this document is to ensure that the Local Program meets the conditions necessary to retain the Local Program as specified in Iowa Code § 455B.145 and 567 Iowa Administrative Code (IAC) Chapter 27 and to specify the extent and manner of cooperation between the two agencies in conducting programs for the abatement, control, and prevention of air pollution within Polk County. Particular emphasis is placed on the collection and assessment of information regarding air quality, the permitting of sources of air emissions, the enforcement of emission limits, and the attainment and maintenance of ambient air quality standards.

### **ARTICLE III TIME OF PERFORMANCE**

This Agreement shall be effective on July 1, 2009. Performance by the Local Program shall commence after this Agreement has been signed, but not prior to July 1, 2009. The performance required herein shall be completed by June 30, 2010, with the exception of the specific reports named in this document that are due on or before August 1, 2010.

### **ARTICLE IV DESIGNATION OF OFFICIALS**

**4.1** DNR –The Deputy Director of the Department shall be the official authorized to execute any changes in terms, conditions, or amounts specified in this Agreement. The Division Administrator and the Chief of the Air Quality Bureau (or designee), are designated by the Deputy Director to negotiate, on behalf of the Department, and subject to the approval of the Deputy Director, any changes to this Agreement.

**4.2 Local Program** – The Polk County Board of Supervisors Chairperson shall be the official authorized to execute any changes in terms, conditions, or amounts specified in this Agreement. The Polk County Air Quality Manager, is designated to negotiate, on behalf of the Local Program, and subject to the approval of the Polk County Board of Supervisors Chairperson, any changes to this Agreement.

**4.3** The above officials shall represent their respective agencies in all matters necessary to the successful completion of this Agreement. In the event that one party proposes a change in the individuals designated, the other party shall be notified in writing not later than ten (10) working days prior to the proposed effective date of the change.

#### **ARTICLE V REQUIREMENTS of 28E**

**5.1** In accordance with Iowa Code section 28E.6, the DNR Deputy Director, DNR Air Quality Bureau Chief (or designee), Polk County Board of Supervisors Chairperson, Polk County Air Quality Engineer (or designee) along with the DNR Agreement Manager shall serve as the joint board responsible for the administration and day-to-day management of this Agreement. The joint board shall also be responsible in keeping with the duties of the parties as defined in Attachment A and Attachment B of this Agreement.

**5.2** In accordance with Iowa Code section 28E.8, this Agreement shall be filed, by the DNR Agreement Manager, with the Iowa Secretary of State's Office.

**5.3** The Agreement has been approved, in accordance with Iowa Code section 28E.12, by the governing body of the Polk County Board of Supervisors and the Environmental Protection Commission. The Local Program shall retain on site for a minimum of five (5) years, any documentation related to the governing board's approval. The document(s) shall be made available to DNR and/or the state auditor upon request.

**5.4** No new legal or administrative entity is created by this Agreement.

#### **ARTICLE VI LOCAL PROGRAM SCOPE OF WORK**

The scope of work for the Local Program is listed in Attachment A. Projects or activities not in accordance with Attachment A shall not be conducted with the resources provided for in this Agreement.

#### **ARTICLE VII DUTIES OF DNR**

The duties of DNR are listed in Attachment B.

#### **ARTICLE VII GENERAL CONDITIONS**

General conditions governing this Agreement are listed in Attachment C.

#### **ARTICLE IX REPORTING**

Reports required in Attachment A of this Agreement shall, unless otherwise identified, be submitted by electronic media per the following reporting schedules:

**9.1 Monthly reports.** Monthly reports shall be provided to the DNR or submitted to AFS no later than 15 calendar days following the reported month.

**9.2 Quarterly Reports and Invoices.** Quarterly reports and invoices shall be provided to the DNR no later than the dates specified in the table below.

Quarter Reported	Report Due
Quarter 1 (July 1, 2009 – September 30, 2009)	November 15, 2009
Quarter 2 (October 1, 2009 – December 31, 2009)	February 15, 2010
Quarter 3 (January 1, 2010 – March 31, 2010)	May 15, 2010
Quarter 4 (April 1, 2010 – June 30, 2010)	August 1, 2010

**9.3** In addition to other reporting requirements identified throughout this Agreement, the Local Program shall also submit quarterly reports that shall include the following items for each month of the quarter:

- a) Number of facility inspections as classified by routine, stack test observation, complaint response, notice of violation, citation/demand for payment, or re-inspection;
- b) Number of initial or modified construction permits issued;
- c) Number of initial, renewal, or modifications of Title V permits issued;
- d) Number of initial or renewal local operating permits issued;
- e) Number of training, prairie, clearing/grubbing, or recreational burn permits issued; and
- f) Number of complaint responses as classified by investigation, notice of violation, or citation/demand for payment.

The quarterly reports shall also include a column of aggregate numbers for either calendar year or state fiscal year.

**9.4 Semi-annual Reports.** Semi-annual reports shall be provided to the DNR no later than February 15, 2010 for Quarters 1 and 2 and August 1, 2010 for Quarters 3 and 4.

**9.5 Annual Reports.** Annual reports shall be provided to the DNR no later than August 1, 2010 for the period of Agreement.

**9.6 Special Reports.** Special reports shall be provided to the DNR no later than the date established in Attachment A of this Agreement.

**ARTICLE X. BUDGET**

Category	State Contributions 105 Funds*	State Contributions Title V Funds	State Contributions 103 Funds	Local Program Commitment	Total**
Personnel	\$137,394.00	\$468,144.00	\$20,000.00	\$171,326.00	\$796,864.00
Travel/Training	\$4,140.00	\$12,880.00		\$5,980.00	\$23,000.00
Supplies	\$2,862.00	\$21,904.00		\$17,134.00	\$41,900.00
Other Services & Charges	\$4,104.00	\$16,468.00		\$7,228.00	\$27,800.00
Monitoring Expenses	\$14,616.00	\$45,472.00		\$21,112.00	\$81,200.00
Indirect Cost	\$7,922.00	\$27,575.00		\$13,565.00	\$49,062.00
<b>Total Variable Costs</b>	<b>\$171,038.00</b>	<b>\$592,443.00</b>	<b>\$20,000.00</b>	<b>\$236,345.00</b>	<b>\$1,019,826.00</b>

\*Costs are not to be exceeded for each category.

\*\*Total can be exceeded as long as the State Contribution is not exceeded.

## **ARTICLE XI            MANNER OF FINANCING**

**11.1** The duties to be performed by the Local Program, as outlined in Attachment A of this Agreement, shall be financed as follows:

- a) Duties outlined in Attachment A, Section III, and duties outlined in Attachment A, Sections II and IV, as they relate to major sources and synthetic minors (in relation to Title V sources), and Section V for Title V source-oriented ambient air monitoring, shall be financed by an air program grant from the State of Iowa Department of Natural Resources Title V Permit Fees. Agreement costs shall not exceed the following amounts for Title V Permit Fees: Variable costs - \$592,443.
- b) Duties outlined in Attachment A, Section II, Section IV, as it relates to minor sources (in relation to Title V) and Section V for community-oriented, non-Title V source-oriented, background and transport ambient air monitoring, shall be financed by a pass through 105 Federal Grant from the State of Iowa Department of Natural Resources. Agreement costs shall not exceed the following amounts for 105 Federal Grant: Variable costs - \$171,038. The Local Program shall provide local funding of \$223,345 to support this portion of the program.
- c) Duties outlined in Attachment A, Section V, as it relates to PM<sub>2.5</sub> shall be financed by a pass through 103 Federal Grant from the State of Iowa Department of Natural Resources. Agreement costs shall not exceed the following amounts for 103 Federal Grant: Variable costs - \$20,000.

**11.2 Allowable Costs.** Allowable costs for the Local Program as defined in this Agreement are subject to the cost principles defined in Office of Management and Budget Circular A-87, as amended.

**11.3 Indirect Costs.** Indirect costs shall be allowable to the Local Program at a predetermined rate. Indirect cost rates, if applicable, shall be determined according to the principles defined in the Office of Management and Budget Circular A-87, as amended.

**11.4 Unallowable Costs.** The following costs are unallowable to the Local Program under this Agreement:

- a) Legal expenses for the prosecution of claims against the DNR, the state of Iowa, the Federal Government or any subdivision thereof;
- b) The difference in cost between first-class air accommodations and less-than-first-class air accommodations, unless less-than-first-class air accommodations are not reasonably available;
- c) Costs incurred prior to the effective date of the Agreement;
- d) Costs of preparing proposals for potential Agreements;
- e) Any losses arising from uncollectable accounts and other claims, and related costs;
- f) Contributions and donations;
- g) Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
- h) Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations; and
- i) Interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, are unallowable except when authorized by Federal legislation.

## **ARTICLE XII            CONDITIONS OF PAYMENT**

Payment to the Local Program shall not exceed the amounts specified in Article X, for the satisfactory completion of work outlined in Attachment A of this Agreement.

**12.1 Invoices.** For each payment due under this Agreement, the Local Program shall submit a signed original invoice and one electronic version of the invoice and supporting documents, as necessary to the DNR Agreement Manager. The Local Program shall itemize actual expenses (as per Attachment A/I/B/2) according to each State Contribution fund, provide an invoice period total, and provide an aggregate total of all invoices submitted during the Agreement period. Funds from the Local Program commitment shall be expended during the same quarter as the State grant funds.

**12.2 Supporting Invoice Documentation.** The Local Program shall, at a minimum, provide the following supporting documentation with the submitted electronic invoice:

- a) Work products, as specified in Section VI of this Agreement, which were completed during the quarter being invoiced;
- b) Date the work product was completed; and
- c) For work products not completed, why the work product(s) specified in Section VI were not completed and steps taken to comply with Article XII, 12.3.

**12.3 Late Work Products.** If the Local Program is unable to meet a deadline as identified in Section VI of this Agreement, the Local Program shall notify the DNR no later than ten (10) days after the deadline. The Local Program shall submit a plan for completing the work products that includes when and how the work product will be completed. DNR shall then approve in writing the submitted plan, and amend the Agreement as necessary.

**12.4 Non-payment.** DNR shall not process payment for:

- a) **Uncompleted Work Products.** The DNR shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered, and successfully deployed.
- b) **Failure to Perform or Deliver.** Items of work or service that, in the determination of the DNR, does not meet the specifications in Attachment A.
- c) **Audit Deficiencies.** The Local Program's failure to resolve noted deficiencies in an audit report. If the item of work or service is resubmitted by a date agreed to by DNR and the Local Program through an amendment to this Agreement and is determined by the Deputy Director to be satisfactorily completed, according to the specifications in Attachment A, payment shall be processed.

## Attachment A Local Program Scope of Work

### SECTION I. Program Management

#### A. Personnel

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1. **Personnel commitment.** The Local Program represents that it has or will acquire all personnel required for the performance of the work specified under this Agreement and 567 IAC 27.4(1) "c". Projects or activities not in accordance with Attachment A shall not be conducted with the resources provided for in this Agreement if the completion of the projects or activities will prevent the timely and effective accomplishment of the work specified under this Agreement. Staffing requirements are specified in Table 1. Knowledge, skills and ability requirements are listed below.
  - a) **Visible emissions observers.** The Local Program shall have at least two (2) staff members certified in visible emission observation as specified in 567 IAC Chapter 29.
  - b) **Dispersion modeling personnel.** The Local Program shall have at least two (2) staff members trained in conducting air dispersion modeling. Personnel with modeling responsibilities shall demonstrate during DNR audits and in construction permit review documentation, an adequate knowledge of:
    - 1) Current EPA and DNR procedures, policies, and guidance related to dispersion modeling;
    - 2) Techniques and methods used to perform or review air dispersion modeling analyses;
    - 3) Air dispersion model output data and its use in determining compliance with the applicable ambient air quality standards; and
    - 4) Strategies and/or control measures necessary to mitigate modeled exceedances of the applicable air quality standards.
  - c) **Inspection personnel.** Inspection personnel shall:
    - 1) Maintain state visible observation certification;
    - 2) Demonstrate an adequate understanding of the principles, practices, laws, procedures and control methods during joint inspections and through inspection documentation; and
    - 3) Demonstrate an adequate understanding of the principles of and methods employed in:
      - a) Stack testing for the purpose of observing stack tests, and
      - b) Continuous emission monitoring for the purpose of monitor certification.
  - d) **Monitoring personnel.** Monitoring personnel shall demonstrate, during EPA and DNR audits and in monitoring program documentation, an adequate knowledge of, and ability to perform:
    - 1) Monitoring operations;
    - 2) Quality control and quality assurance methods; and
    - 3) Standard operating procedures.
  - e) **Permit review personnel.** Permit review personnel shall:
    - 1) Demonstrate an adequate understanding of the principles, practices, laws, procedures and control methods applicable to the determination of permit

completeness, review of permit applications and the issuance of permits, particularly as they apply to the determination of:

- a) Applicability of Prevention of Significant Deterioration (PSD) "synthetic minor" review;
- b) Applicability of New Source Performance Standards (NSPS);
- c) Applicability of Title V (Operating Permits); and
- d) Applicability of Title I and section 112.

2) Demonstrate an understanding of stack testing methods and application, and the review of stack test results.

**2. Personnel Qualification.** All of the work and services required hereunder shall be performed by the Local Program and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

**3. Key Personnel.** The following individuals are designated as key personnel:

- 1) Jeremy Becker (Air Quality Manager)
- 2) Brent Blanchard (Air Permit Engineer)

Individuals specified as "Key Personnel" are considered essential to the work and services to be performed. If for any reason substitution for a specified individual becomes necessary, the Local Program shall provide immediate written notification of such to the Department. The Local Program shall provide the name and qualifications of the replacement individual.

**4. Training.** All permit writing, enforcement, and ambient monitoring personnel shall maintain familiarity with applicable air quality permitting, inspection, and monitoring procedures, techniques, and technologies by routinely attending pertinent EPA, DNR, or other public or private training classes. Attendance at Air and Waste Management Association (AWMA) and National Association of Clean Air Agencies (NACAA) conferences is encouraged. The Local Program shall submit to DNR a training plan for all permit writing, enforcement, and ambient monitoring staff. The training plan shall be submitted on an annual basis (as per Section VI) for DNR review and recommendation.

**5. Personnel report.** The Local Program shall submit a semi-annual report, per Article IX, 9.4 of this Agreement, containing the following information:

a) A summary, for each staff member working under this Agreement, of how staff time was utilized, in full-time equivalent (FTEs) percentages, for the following program activities:

- 1) Minor Source Construction/Local Operating Permitting
- 2) Major Source Construction Permitting,
- 3) Title V Operating Permitting,
- 4) Program Development,
- 5) Ambient Air Monitoring Quality Assurance,
- 6) Ambient Air Monitoring Field Operations,
- 7) Minor Source Compliance/Inspections,
- 8) Major Source Compliance/Inspections,
- 9) Training/Conferences,
- 10) Administration & Management,
- 11) Minor Source Air Dispersion Modeling, and
- 12) Major Source Air Dispersion Modeling

Totals shall be provided for each category; and

- b) A training summary to include dates, training provider/sponsor, location, and names of staff who attended.
- 6. **Personnel Changes.** The Local Program may make personnel changes, which include but are not limited to promotions, transfers, and terminations, during this Agreement, provided the FTE requirements indicated in Table 1 are maintained and the provisions of Attachment A, Section I/A/3 regarding key personnel are followed. The Local Program shall submit, no later than ten (10) working days from the effective date of a personnel change, date of change, a report containing the following information:
  - a) The changes in personnel, including the staff name, position before/after the changes, personnel and benefit amounts, and effective date of the changes; and
  - b) Identification of work products being affected by the change and how and when the work products will be completed.
- 7. **New Personnel.** For new hires, the Local Program shall submit, no later than ten (10) working days from the start date of the new hire, a report containing the following information:
  - a) The new staff member's name, position, and personnel and benefit amounts,
  - b) A new employee background summary, including name of the employee and a description of their education and experience; and
  - c) A special training schedule to be used for training the new employee.
- 8. **Personnel plan.** By January 5, 2010, the Local Program shall submit to DNR a staffing plan for the period of July 1, 2010 through June 30, 2011. This plan should document current utilization of staff time, as categorized above, and propose and explain any changes to the current utilization.

## **B. Fiscal Reporting**

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- 1. **Budget.** By January 5, 2010, the Local Program shall submit to the DNR the dollar per square foot rental rate and proposed salary and non-salary itemized budgets for the period of July 1, 2010 through June 30, 2011. If requested by the DNR, the Local Program shall include a written justification for the proposed budget items. The Local Program may use the current Agreement's responsibilities and shall use line items, as provided in Section I/B/2, to assist in establishing the draft budget. Any new responsibilities or requests should include a written justification for the proposed budget item.
- 2. **Expenditure Reports.** The Local Program shall report expenditures of State Grant funds and the Local match quarterly, per Articles IX and XII of this Agreement. At minimum, the expenditure reports shall contain the following line item descriptions. The Local Program may incorporate additional sub items as are reflected in their actual accounting practices with written approval by the DNR.

Item	Expenditure Category	STATE CONTRIBUTION Not to Exceed	105 Funds Not to Exceed	103 Funds Not to Exceed	Title V Not to Exceed	OVERALL BUDGET TOTAL (including LP match)
1	Personnel	625,538	137,394	20,000	468,144	796,864
2	Travel/Training	17,020	4,140		12,880	23,000
3	Supplies (Total)	24,766	2,862		21,904	41,900
3a	Vehicle Operation & Maintenance					
	Gas					
	Vehicle Repairs					
	Vehicle Purchase					
3b	Office Supplies & Equipment					
	Supplies/Forms					
	Data Processing Supplies					
	Furniture & Safety Equipment					
	Uniform & Wearing Apparel					
	A/V Equipment					
	PC Equipment					
4	Other (Total)	20,572	4,104		16,468	27,800
4a	Lease/Maintenance Agreement					
4b	Utilities (includes phones, electric)					
4c	Postage, Printing, Reproductions, & Publications					
4d	Contract Carriers					
4e	Miscellaneous other					
5	Monitoring Expenses (Total)	60,088	14,616		45,472	81,200
5a	Engineering & Scientific Equipment					
5b	Repair & Maintenance of Equipment					
5c	Data Processing Equipment					
5d	Lab Supplies					
6	Indirect charges	35,497	7,922		27,575	49,062
	<b>Total</b>	<b>783,481</b>	<b>171,038</b>	<b>20,000</b>	<b>592,443</b>	<b>1,019,826</b>

3. **Unobligated Title V Funds.** Annually, the DNR shall reduce the unobligated Title V fund balance by 3,964 square feet times the current square foot rental rate.

### **C. Initial Contract Review**

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By March 15, 2010, the Local Program shall submit to DNR comments and changes proposed to the draft Agreement, for the period of July 1, 2010 through June 30, 2011, to include any deletions, revisions, and additions. Justification shall be provided for any change in the draft Agreement.

### **D. Final Contract Review**

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By April 30, 2010, the Local Program shall submit to DNR any comments of the final draft Agreement.

### **E. Information Technology**

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1. **Web Site.** The Local Program shall continue to develop and maintain a web-site to disseminate information regarding the air program. The Local Program web-site shall be reviewed, at a minimum, on a quarterly basis and updated as needed, or as directed by DNR.
  - a) The Local Program shall meet quarterly with the Local Program's Information Technology unit between July 1, 2009 through June 30, 2010, to review web site deficiencies, problems, and progress.
2. The Local Program shall ensure that its website includes real-time ambient air monitoring data within the requirements established in Attachment A/Section V/A/5.
3. The Local Program shall work to insure that its website includes, at a minimum, by June 30, 2010, the following items:
  - a) **Content Management System.** A content management system shall be implemented on the website and Local Program staff (as designated by the Polk County Air Quality Manager) shall have been trained on how the system functions;
  - b) **Accessibility Standards.** The website shall be updated to provide Section 508 compliant web pages and processes; and
  - c) **Interactive Online Forms.** Interactive forms shall be created and implemented. The Local Program shall submit a quarterly report, per Article IX, 9.2, that at a minimum provides an update to the deliverables as identified above.
4. **Web site Planning.** By January 5, 2010, the Local Program shall submit to the DNR a proposed website fiscal year plan for the period of July 1, 2010 through June 30, 2011. The plan shall include:
  - a) Identification of the Local Program's current website deficiencies or problems;
  - b) A description of how the Local Program will address the deficiencies or problems;
  - c) A process for continual maintenance of the website during the period of July 1, 2010 through June 30, 2011; and
  - d) A budget proposal, for SFY 2011.

### **F. Legal Authority**

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1. **Enforcement.** The Local Program is authorized to enforce Chapter V of the Polk County rules within Polk County. The Local Program is further authorized to fulfill its responsibilities under the Clean Air Act and Iowa Code Chapter 455B.

2. **Polk County Rules.** The Local Program shall update Chapter V of Polk County rules to be no less stringent than federal and state statutes and rules, including NSPS and NESHAP regulations. The Local Program shall provide:
  - a) A thirty-day public comment period and public hearing, as required by 40 CFR 51.102, to allow for federal approval of the rule amendments. The thirty-day comment period must occur prior to any final action by the Polk County Board of Supervisors taken pursuant to the provisions of Iowa Code section 331.305;
  - b) Public notice by publishing the notice in a local newspaper;
  - c) The DNR, prior to final action by the Polk County Board of Supervisors, a compilation of public comments and the County's response to all comments to any interested party; and
  - d) The DNR and U.S. Environmental Protection Agency (EPA), Region VII with a copy of the rule amendments prior to the conclusion of the comment period.
3. The Local Program shall confer with the DNR on the need, content and timing of revisions and updates to Chapter V of the Polk County rules by January 1, 2010, to ensure the Polk County rules are no less stringent than federal and state statutes and rules, including NSPS and NESHAP regulations. If the Local Program or DNR determines that revisions or updates to Chapter V are necessary, the Local Program shall initiate revisions and updates to Chapter V no later than June 15, 2010. "Initiate" shall be defined in this article as having proposed the first notice of rules.

#### **G. Minority and Women Business Enterprise (MBE/WBE)**

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The Local Program shall submit an annual MBE/WBE report to the DNR, per Section VI of this Agreement, on Standard Form 5700-52A. For instances where there is no information to submit, the Local Program shall correspond via electronic means to the DNR Agreement Manager that there are no items to report.

#### **H. Intergovernmental Cooperation**

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1. **EPA grants.** The Local Program shall submit such information as DNR may require to demonstrate compliance with EPA grant output requirements.
2. **Semi-Annual Management Meetings.** Semi-annual meetings shall be held with the Local Program and DNR to discuss progress toward the development and implementation of a comprehensive statewide air quality program, and national and state air quality priorities and issues. Representatives of each agency shall be present. The Local Program shall be prepared to report and discuss the status of work products contained in this Agreement.
3. **SIP assistance.** The Local Program shall also provide, within Local Program budget, legal and jurisdictional limitations, such other assistance as DNR may request in order to implement the State of Iowa Air Pollution Implementation Plan (SIP).

## **SECTION II. Construction Permitting Provisions**

### **A. Source review**

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The Local Program shall review all proposed new emission units and modifications to existing sources of air pollution.

### **B. Permit issuance**

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Local Program issuance of construction and operating permits for all new or altered equipment capable of emitting air contaminants into the atmosphere shall neither:

1. Result in a violation of applicable portions of the control strategy (as provided in 40 CFR Part 52, Subpart Q), nor
2. Interfere with the attainment or maintenance of a national ambient air quality standard (NAAQS) (determined by application of appropriate EPA Guideline air quality model or equivalent review).

### **C. Permit/Modeling Procedures**

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1. The Local Program shall utilize the procedures described in the latest version of the DNR Construction Permit Manual, check-sheets and forms (or approved equivalents), and EPA Guidelines. For modeling, the Local Program shall utilize the minimum procedures and guidance described in the latest version of the DNR's Dispersion Modeling Guidelines and Air Dispersion Modeling Checklist.
2. The Local Program shall either conduct or review submitted dispersion modeling analyses for 20% of the construction permit projects for each quarter. The Local Program shall have the authority of determining which projects to model.

### **D. Permit transfer**

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1. The Local Program shall submit to DNR, as soon as practical, a copy of each draft construction permit requiring limitations to avoid PSD major source review (synthetic minors) and MACT, for DNR concurrence. The DNR has pre-approved classes of sources based on the agreement of permit content for that class of source. This pre-approval includes tanks, generators, paint booths at minor sources, and modifications for administrative corrections and changes in stack characteristics. Such approval shall remain in effect until such time as the permit content changes.
2. The Local Program shall submit to DNR, as soon as practical, a copy of each final permit issued for the NESHAPS, NSPS, and PSD synthetic minors.
3. The Local Program shall transfer directly for DNR review, any construction permit applications for any new or major modifications<sup>1</sup> of existing PSD major facilities within Polk County; and any projects that trigger review under the provisions of Section 112(g) of the Clean Air Act.

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<sup>1</sup> Major modification means any physical change in or change in the method of operation of a major stationary source that would result in a significant net emissions increase of any regulated pollutant.

## **E. Permit content**

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Draft construction permits submitted pursuant to subsection D shall include:

1. Potential to emit calculations;
2. A statement specifying the Local Program's determination of the applicable regulation(s) for permit issuance;
3. Documentation of any measures used to avoid major Prevention of Significant Deterioration (PSD) source review;
4. Predicted actual emission calculations; and
5. Language in accord with requirements set out in 567 IAC 22.3(3); which are the conditions for approval.

## **F. Referrals**

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Construction permit applications for any proposed new major PSD air pollution source or for any major modifications at any existing major PSD source shall be referred to DNR for review and permit issuance determination.

## **G. Data Management**

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1. Per Article IX, 9.2 of this Agreement, the Local Program shall submit to EPA Region VII quarterly Excel reports containing construction permitting information and updates. These reports shall include the following information:
  - a) Source name;
  - b) Source location;
  - c) AFS ID number;
  - d) Emission unit description;
  - e) Emission point identification;
  - f) Date application received;
  - g) Date permit issued;
  - h) Major pollutants emitted;
  - i) Type of permit issued (i.e. new, modification, as-built, synthetic minor); and
  - j) Primary standard industrial classification codes.

Electronic reports shall be submitted to the EPA Construction Permit Coordinator. If desired, the Local Program may also update the Air Facility System (AFS) with construction permitting information in addition to the excel spreadsheet identified above.

2. The Local Program shall submit a semi-annual report of potential Greenhouse Gas Emissions (GHG) from construction permit projects, per Article IX, 9.4 of this Agreement, containing the following information:
  - a) Facility Identification Number;
  - b) Facility Name;
  - c) CO<sub>2</sub> tons per year (tpy);
  - d) CH<sub>4</sub> tpy;
  - e) N<sub>2</sub>O tpy;
  - f) SF<sub>6</sub> lb/yr;
  - g) PFC lb/yr\*; and
  - h) HFC lb/yr\*

\*In addition to the total pounds per year; list each compound and amount separately.

## SECTION III. Title V Permitting Provisions

### A. Title V Permit Activities

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1. **Permit review.** Upon receipt or notification by the DNR, the Local Program shall review all permit applications for Title V Operating Permits submitted for facilities located within Polk County. If the Local Program receives a Voluntary Operating permit application from a source the Local Program shall, in consultation with the source, either process the application as a Voluntary Operating permit or as a Polk County conditional operating permit.
2. **Permit application processing and draft permit content.** The Local Program shall process the permit applications and prepare draft permits following the guidelines specified in 567 IAC 22.107, 22.108, and 22.110-116, including all of the elements specified in Attachment A, Section III, of this Agreement.

### B. Permit Application Review

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1. **Permit application completeness.**
  - a) The Local Program shall develop and maintain a protocol, for determining application completeness. This protocol shall be employed in the review of all permit applications for operating permitting.
  - b) The Local Program shall, within 45 days of application receipt from or notification by the DNR, make a completeness determination on the application and issue to the applicant a notice of whether the application is complete.
2. **Permit application.** The Local Program shall process permit applications in accord with requirements set out in 567 IAC 22.107 and as specified in this Agreement.
  - a) **Prioritization of review.** The Local Program shall review the permit applications in accord with the priority schedule established in 567 IAC 22.107(1)"c."
  - b) If, while processing an application that has been determined to be complete, the Local Program determines that additional information is necessary to evaluate the application, the Local Program shall request from the source, in writing, such information and set a reasonable deadline for a response.
3. **Decision to deny a permit application.** If the Local Program judges that a permit application should be denied, the Local Program shall notify DNR as soon as possible. The notification to DNR shall include a summary of the basis of the decision and a copy of all information relevant to the decision including a chronology of any requests for additional information and other relevant correspondence with the source.
4. **Performance expectation.** The Local Program shall draft for issuance or denial a minimum of five initial Title V Operating Permits, or Title V Operating Permit renewals if all initial Title V Operating Permits have been drafted, annually.

### C. Permit Content

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The Local Program shall prepare draft permits in accord with 567 IAC 22.108 including but not limited to the items listed below.

1. **Enforceable emission limitations and standards.** Each draft permit shall include emissions limitations and standards, including those operational requirements and

limitations that ensure compliance with all applicable requirements at the time of permit issuance as defined in 567 IAC 22.108(1).

2. **Permit duration.** The draft permit shall specify a fixed term not to exceed five years except:
  - a) Draft permits for Title IV affected sources shall have a fixed term of five years.
  - b) Draft permits prepared for solid waste incineration units combusting municipal waste subject to standards under section 129(e) of the Act shall have a term not to exceed 12 years. Such permits shall be reviewed every five years.
3. **Monitoring.**
  - a) Each draft permit shall contain the requirements with respect to monitoring as set forth in 567 IAC 22.108(3). Each draft permit shall include monitoring requirements no less stringent than those required in the applicable requirement, applicable Compliance Assurance Monitoring (CAM) requirements, or in the guidelines established in accord with "b" below, whichever is more stringent.
  - b) The Local Program shall, where the applicable requirement does not require periodic testing or instrumental or non-instrumental monitoring (which may consist of record keeping designed to serve as monitoring) or CAM requirements, establish protocols (consistent for each type of process or control) for periodic monitoring sufficient to yield reliable data for the relevant time period that are representative of the source's compliance with the permit.
    - 1) The Local Program shall compile such protocols as established for the purposes of (b) above, and establish a guideline showing generally acceptable monitoring practices for certain types of air pollution control equipment. These guidelines should represent a minimum standard. The guideline shall include all equipment types included in any draft permits made available for public comment. The Local Program shall provide DNR with a copy of the guideline upon request.
4. **Record keeping.**
  - a) Each draft permit shall contain the requirements with respect to record keeping as established in 567 IAC 22.108(4). Each draft permit shall include record keeping requirements no less stringent than those required in the applicable requirement or in the guidelines established in accord with "b" below, whichever is more stringent.
  - b) The Local Program shall establish protocols, in concert with those established for monitoring, (consistent for each type of process or control) for record keeping which meet the requirements of 567 IAC 22.108(4) and are sufficient to ensure that the data collected will ensure the use of terms, test methods, units, averaging periods, and other statistical conventions consistent with the applicable requirement. The protocols shall ensure that the data required for record keeping must be reliable for the relevant time period that are representative of the source's compliance with the permit (as required in 567 IAC 22.108(3)(*Monitoring*)).
    - 1) The Local Program shall compile such protocols and establish a guideline showing generally acceptable record keeping practices for certain types of air pollution control equipment. These guidelines should represent a minimum standard. The guideline shall include all equipment types included in any draft permits made available for public comment. The Local Program shall provide DNR with a copy of the guideline upon request.

**5. Reporting.**

- a) Each draft permit shall contain the requirements with respect to reporting as established in 567 IAC 22.108(5) where applicable. Each draft permit shall include reporting requirements no less stringent than those required in the applicable requirement or in the guidelines established in accord with (b) below, whichever is more stringent.
- b) The Local Program shall compile a guideline establishing acceptable reporting frequencies for activities requiring reporting. These guidelines should represent a minimum standard. The guideline shall include all equipment types included in any draft permits made available for public comment. The Local Program shall provide DNR with a copy of the guideline upon request.

**6. Risk management plan.** If the source is required to develop and register a risk management plan (RMP) the draft permit shall state the requirement for submission of the plan. The permit shall also require filing the plan with appropriate authorities and an annual certification to the DNR that the plan is being properly implemented. The Local Program shall ensure RMPs are submitted to the local emergency planning committee.

**7. Incorporating allowances.** The Local Program shall ensure that the draft permit incorporates provisions, when applicable, which prohibit emissions exceeding any allowances that the affected source lawfully holds under Title IV of the Act or the regulations promulgated there under. Each draft permit shall meet permit requirements with respect to emissions as required by 567 IAC 22.108(7) where applicable.

**8. Severability clause.** The draft permit shall contain a severability clause to ensure the continued validity of the various permit requirements in the event of a challenge to any portions of the permit.

**9. Other provisions required to be listed in the draft permit.**

- a) The draft permit shall contain provisions establishing those conditions established in 567 22.108(9).
- b) The Local Program shall develop a guideline establishing minimum standards for the operation and maintenance of pollution control equipment sufficient to determine continued operation of such equipment necessary to maintain compliance with applicable requirements. The guideline shall include all equipment types included in any draft permits made available for public comment. The Local Program shall provide DNR with a copy of the guideline upon request.

**10. Fees.** The draft permit shall include a provision to ensure that the permittee pays fees and supplies all annual emissions reports to the DNR pursuant to 567 IAC 22.106.

**11. Emissions trading.** A provision of the draft permit shall state that no permit revision shall be required, under any approved economic incentives, marketable permits, emissions trading and other similar programs or processes for changes that are provided for in the draft permit.

**12. Operating Scenarios.** Terms and conditions for reasonably anticipated operating scenarios identified by the source in its application and which are approved by the Local Program shall be incorporated into the draft permit if requirements established in 567 IAC 22.108(12) and other related requirements are met.

- 13. Terms and conditions of trading emissions increases and decreases.** Terms and conditions of trading emissions increases and decreases shall be included in the draft permit if they meet the conditions and requirements established in 567 IAC 22.108(13).
- 14. Federally enforceable requirements.** The draft permit shall meet requirements as established in 567 IAC 22.108(14).
- 15. Compliance requirements.** All draft permits shall contain the elements with respect to compliance as established in 567 IAC 22.108(15).
- 16. Emergency provisions.** All draft permits shall contain the elements with respect to emergency situations as established in 567 IAC 22.108(16).
- 17. Permit shield.** As provided in 567 IAC 22.108(18) the draft permit shall include those provisions, as applicable, with regard to permit shields.
- 18. Permit reopening.** The Local Program shall include provisions in the draft permit specifying the conditions under which the permit may be reopened and revised prior to the expiration of the permit. A permit shall be reopened and revised under the circumstances indicated in 567 IAC 22.108(17) and 22.114.

#### **D. Preparation of a draft permit and fact sheet**

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The Local Program shall prepare a draft permit and a fact sheet. The Local Program shall provide the fact sheet to any other person who requests it. The fact sheet shall include:

- a) The rationale for issuance or denial of the permit;
- b) A brief description of the type of facility;
- c) A summary of the type and quantity of air pollutants being emitted;
- d) A brief summary of the legal and factual basis for the draft permit conditions, including references to applicable statutes and rules;
- e) A description of the procedures for reaching final decision on the draft permit including the comment period, the address where comments will be received, and procedures for requesting a hearing and the nature of the hearing; and
- f) The name and telephone number for a person to contact for additional information.

#### **E. Permit Review by DNR**

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1. The Local Program shall provide DNR with the draft permit and fact sheet as soon as practical. Once the draft permit has been reviewed and any objections have been resolved, then the draft permit shall be provided to the facility for review.
2. **Conveyance of proposed permit to DNR.** The Local Program shall convey to DNR by electronic media or hard copy the following for all draft permits:
  - a) Copy of the draft permit and fact sheet in *Microsoft Word*.
  - b) All correspondence (in *Microsoft Word*) generated by the Local Program with regard to the permit, including but not limited to:
    - 1) Completeness review and results, and
    - 2) Requests made by the Local Program for additional information and the response.

#### **F. Facility Review**

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The Local Program shall provide the facility no more than 30 days to review the draft permit prior to the start of the public comment period.

## **G. Permit review by EPA**

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1. **Transfer of draft permit.** The Local Program shall provide EPA with a copy of the draft permit at the start of the public comment period.
2. **Response to EPA comments.** The Local Program shall formulate a draft written response to written objections submitted by EPA if those objections are received within 45 days of EPA receipt of the draft permit. The Draft written response to EPA shall be submitted to DNR no later than 45 days from receipt of the objections if the objection has not been resolved.

## **H. Public notice and public participation**

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1. **Public notice.** The Local Program shall provide public notice and an opportunity for public comments, including an opportunity for a hearing, before recommending to DNR any of the following actions: issuance, denial or renewal of a permit; or significant modification or revocation or reissuance of a permit.
2. **Mailing list.** The Local Program shall establish and maintain a mailing list for the distribution of public notices. The Local Program shall include DNR and EPA, Region VII, on the mailing list.
3. **Publication and availability of notice.** Notice shall be given by publication in a newspaper of general circulation in the area where the source is located or in a state publication designed to give general public notice. Notice also shall be given to persons on a mailing list developed by the Local Program, including those who request in writing to be on the list. The Local Program may use other means if necessary to ensure adequate notice to the affected public.
  - a) The public notice shall include the following:
    - 1) Identification of the Title V source;
    - 2) Name and address of the permittee;
    - 3) Name and address of the permitting authority processing the permit;
    - 4) The activity or activities involved in the permit action;
    - 5) The emissions change involved in any permit modification;
    - 6) The air pollutants or contaminants to be emitted;
    - 7) The time and place of any possible public hearing;
    - 8) A statement that any person may submit written and signed comments, or may request a public hearing, or both, on the proposed permit. A statement of procedures to request a public hearing shall be included;
    - 9) The name, address, and telephone number of a person from whom additional information may be obtained; and
    - 10) Locations where copies of the permit application and the proposed permit may be reviewed, including the closest department office, and the times at which they shall be available for public inspection.
4. **Public comment period.** At least 30 days shall be provided for public comment. Notice of any public hearing shall be given at least 30 days in advance of the hearing.
5. **Public hearing.** Any person may request a public hearing. The Local Program shall hold a public hearing upon finding, on the basis of requests, a significant degree of relevant public interest in a draft permit. A public hearing may also be held at the Local Program's or the Director's discretion.

6. **Response to comments.** The Local Program shall keep a record of the comments and of the issues raised during the public participation process and shall prepare written responses to all comments received. The Local Program shall revise the draft permit in response to comments made during the comment period if the Local Program determines that modifications to the draft permit are warranted. The record of persons commenting, issues raised and the written responses shall be conveyed to the DNR with the final draft permit. The Local Program shall not make the written responses or subsequent changes to the draft permit public until the time that the DNR makes a final decision on the permit.

#### **I. Final Permit Issuance**

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1. **Changes to the draft permit.** Subsequent to fulfilling all requirements for public notice, hearings and review by EPA, the Local Program shall incorporate those changes, as it deems appropriate into the proposed permit.
2. **Conveyance of proposed permit to DNR.** The Local Program shall convey to DNR by electronic media or hard copy the following for all final proposed permits:
  - a) The final proposed permits in *Microsoft Word*.
  - b) All correspondence (in *Microsoft Word*) generated by the Local Program with regard to the permit, including but not limited to:
    - 1) Completeness review and results;
    - 2) Requests made by the Local Program for additional information and the response;
    - 3) Copy of all comments made during the comment period, including comments made by EPA if submitted during the comment period; and
    - 4) The Local Program's response to written and oral comments made during the comment period by the public or by EPA.

#### **J. Reopening issued Title V permits**

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1. **Reopening.** Proceedings to reopen and reissue a Title V permit shall follow the procedures applicable to initial permit issuance and shall affect only those parts of the permit for which cause to reopen exists. The Local Program shall reopen permits under the circumstances listed in 567 IAC 22.114(1) "a-e."
2. **Public notice.** The Local Program shall issue a notice of intent to the Title V source at least 30 days in advance of the date the permit is to be reopened, or as established under the authority defined in 567 IAC 22.114(3).
3. **Proposed determination.** Within 75 days of receipt of a notice from the administrator that cause exists to reopen a permit, the Local Program shall forward to the DNR a proposed determination of termination, modification, revocation, or reissuance of the permit, as appropriate. The submission to DNR shall include all elements as required for initial final draft permit submittal.

#### **K. Title V permit renewals**

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The Local Program shall renew Title V permits using the same procedural requirements that apply to initial permit issuance, including those for public participation and review by EPA.

## **L. Emissions Data**

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1. The Local Program shall, within the staffing and funding limitations specified in this Agreement, conduct emissions inventory audits as identified by DNR to insure accurate and appropriate emission estimates are provided by air pollution sources.
2. The Local Program shall, within seven (7) days of determination of errors or missing data, request corrections or additional information from those facilities for which the emissions inventory submittal is determined to be flawed.
3. The Local Program shall notify the DNR upon receipt and determination of acceptability of the requested inventory information. The Local Program shall transmit to the DNR any corrected hard copy documentation provided by the facility for DNR data entry into SPARS and filing in the DNR Records Center.

## **M. Permit Changes**

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The Local Program shall process any permit changes to valid Title V permits as follows:

- a) Changes allowed without a Title V permit revision: 567 IAC 22.110;
- b) Administrative amendments to Title V permits: 567 IAC 22.111;
- c) Minor Title V permit modifications: 567 IAC 22.112; and
- d) Significant Title V permit modifications: 567 IAC 22.113.

## **N. Data Management**

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The Local Program shall work with the DNR to determine:

- a) Training needs of the Local Program staff to complete their job functions using the operational SPARS web-enablement program; and
- b) Accessibility, logistics, and security measures that need to be evaluated to ensure that the Local Program is able to complete work using the SPARS program.

## **O. Intergovernmental Cooperation**

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In order to assure uniform adoption of emissions inventory and operating permit application procedures the Local Program shall:

- a) Adopt the inventory and application forms and data entry formats employed by DNR; and
- b) Participate in the development of public workshops and other educational projects.

## SECTION IV. Compliance and Inspection Provisions

### A. Compliance

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1. **Local Program.** The Local Program has the primary responsibility for conducting the air pollution control program within Polk County. Nothing in this Agreement, however, shall constitute (or be construed to constitute) a valid defense by regulated parties in violation of any local, state or federal statute, regulation or permit.
2. **Compliance status.** The Local Program shall routinely track, evaluate, and document the compliance status of major, synthetic minor, and minor facilities within Polk County.
3. **Violations.** The Local Program shall identify violations and initiate appropriate and timely enforcement actions as follows:
  - a) **High Priority Violations.** The Local Program shall determine if the violation should be classified as a High Priority Violation (HPV), as outlined in the December 22, 1998, EPA policy, The Timely and Appropriate (T&A) Enforcement Response to High Priority Violations. If the violation meets the qualification of a HPV, the Local Program shall issue a notice of violation (NOV) within sixty (60) days of designating a violation as an HPV. The violation shall be resolved and/or addressed by no later than 270 days after this designation is made.
  - b) **Other Violations.** If the violation does not meet the criteria for a HPV, the Local Program shall compile documentation within thirty (30) days of the date the violation was discovered and shall issue an NOV within sixty (60) days of the date of this date.
  - c) The Local Program shall resolve and/or address all violations (including HPVs) by taking at least one or more of the following actions:
    - 1) Issuance of an NOV containing an outline of corrective action(s) which, if accomplished, will achieve compliance with the applicable provisions of the Polk County Rules; or
    - 2) Issuance of a compliance schedule or an emission reduction program; or
    - 3) Issuance of a fine (or other financial penalty as appropriate); or
    - 4) Issuance of a unilateral or consent order with or without a fine (or other financial penalty as appropriate); or
    - 5) Referral to the County Attorney, Board of Health, DNR, or EPA.
  - d) The Local Program shall copy the DNR on all NOVs for sources as described in Section IV/Article E/1 a-f, all follow-up correspondences, all demands for payment, fine issuances, order issuances, and referrals to the County Attorney.
4. **Compliance schedules.** Compliance schedules for major, synthetic minor, and minor facilities within Polk County shall be conveyed via hard copy or electronic means to DNR prior to approval by the Polk County Board of Health. If no comments are received within seven (7) working days, the compliance schedule shall be deemed acceptable to DNR.
5. **Noncompliance penalties.** As part of unilateral or consent orders, the Local Program shall inform the source of noncompliance penalties contained in Section 120 of the Clean Air Act, as amended, and Iowa Code § 455B.131-.149.

6. **Compliance dates.** Local Program agreements to extensions of final compliance dates contained in consent orders shall be formalized by amendments to the consent order if the extension will exceed thirty (30) days.
7. **PSD/DNR permits.** For Construction or PSD permits issued by DNR for sources within Polk County, upon notification by DNR of initial compliance with the permit, the Local Program shall assume ongoing source inspection responsibilities.
8. **Title V and voluntary operating permits.** For Title V and voluntary operating permits issued by DNR for facilities within Polk County, the Local Program shall assume ongoing facility inspections, compliance, and evaluation responsibilities.
9. **State enforcement.** The DNR shall handle the enforcement for PSD, Title V, and voluntary operating permit applicability issues. Also, DNR shall handle the enforcement for Title V fee payment and the emission inventory. Once DNR permits are issued, the Local Program shall handle the enforcement of the permits. In all cases where compliance with DNR issued permits cannot be achieved in a timely and appropriate manner through enforcement of Local Program restrictions, the Local Program shall forward all documentation to DNR for state enforcement action.

## **B. Stack tests**

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The DNR and the Local Program shall jointly conduct a minimum of three (3) stack test observations and evaluations during the period of Agreement. The joint observations will include review of the facility's testing protocol, attendance at any pre-test meeting, observation of the stack test, and review of the testing results. The DNR and Local Program will mutually agree upon which stack tests will be jointly observed and evaluated.

## **C. Inspections**

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1. **Schedule.** The Local Program shall, at a minimum, conduct inspections according to the plan submitted to EPA under EPA's Clean Air Act Stationary Source Compliance Monitoring Strategy, April 2001 and the following:
  - a) Complaints/"Problem" facilities take priority over inspection;
  - b) Compliance assistance visits shall be scheduled by the Local Program with the affected facility. Inspections shall be conducted in an unannounced manner except in cases where facility key personnel are unavailable or the facility is not operating and a return visit is needed to conduct the inspection.
  - c) NESHAP Facilities (for standards identified 567 IAC 23.1(3) and (4)), Area Source NESHAP facilities shall receive a compliance assistance visit<sup>2</sup>, upon initial identification, to ensure new and existing facilities are aware of the promulgated NESHAPs and their responsibilities under such standard;
  - d) Portable Sources shall be inspected annually;
  - e) New Minors shall receive a compliance assistance visit to ensure they are aware of air quality regulations;
  - f) Existing Minors shall be inspected following issuance of new construction permit or conditional operating permit; and

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<sup>2</sup> A compliance assistance visit is a tool to disseminate information on what the facility needs to do to come into or remain in compliance.



2. **Quarterly Reports.** The Local Program shall submit quarterly reports for compliance actions, inspections and variances for minor, major, and non-point sources during each quarter to the DNR, per Article IX, 9.2 of this Agreement. The report shall contain the following information:
  - a) Name of facility;
  - b) Facility address;
  - c) Type of compliance action (if applicable);
  - d) Reason for compliance action, inspection or granting variance;
  - e) Type of source or materials burnt;
  - f) Rule citation; and
  - g) Local Program contact.

## **F. Emissions Data**

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1. **Source testing.** The Local Program shall observe emission tests or require emissions testing as provided for in the Polk County Rules. Any emission test performed within Polk County as a determination of compliance for existing sources shall be consistent with DNR "Compliance Sampling Manual" standards. For NSPS and NESHAP sources, determination of compliance shall be in accordance with 40 CFR Parts 60, 61, and 63. The results of such tests shall be reported to EPA through AFS.
2. **Records.** The Local Program shall retain reports of excess emissions for all principle emission points at major, synthetic minor, and minor facilities in accordance with 567 IAC Chapter 24.

## SECTION V. Ambient Air Monitoring Provisions

### A. Monitoring Network

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#### 1. Network Modifications.

- a) **Scheduled Network Modifications.** The Local Program shall operate the monitoring network indicated in Table 2, with the modifications shown in Table 3. Sampling frequencies are as indicated in Table 2 and 3.
- b) **Unscheduled Network Modifications.** The Local Program, upon request, shall work with the DNR to add or remove monitoring sites as requested by the DNR. Changes shall be negotiated and agreed upon in writing between DNR's monitoring contact and the Local Program.

#### 2. Equipment Procurement.

The Local Program shall coordinate equipment purchases with the DNR in order to maintain the existing network and accomplish network modifications.

- a) **Final Equipment List.** By July 1, 2009, the Local Program shall submit a list of equipment it intends to purchase with funds as identified in the Section I/B/2 budget, item 5. The items on this list shall be mutually agreed upon (as per Section V/C/3/a and b) by the DNR and the Local Program.
- b) **Revision of Equipment List.** Changes to the final equipment list shall be negotiated and agreed upon in writing between the DNR's monitoring contact and the Local Program.

#### 3. Monitoring Sites.

The Local Program's monitoring network shall meet or exceed the minimum specification set indicated in Appendices D and E of 40 CFR 58.

#### 4. Daily Polling.

The Local Program shall poll its continuous monitors each day and issue immediate reports to DNR as described in subsection D, paragraph 6a below. The Local Program shall archive short term data from all continuous monitors in order to validate the associated hourly averages.

#### 5. Real-time Monitoring.

The Local Program shall post all continuous ambient monitoring data (including collocated monitoring data) to EPA's AIRNOW website. In addition, the Local Program shall post all continuous ambient data to the Local Program's website, along with up to date Air Quality Index reports. The Local Program shall update its real-time monitoring QAPP and SOPs to insure that all real-time monitoring data is complete and accurate.

#### 6. High Concentration Reports.

The Local Program shall designate an individual on its staff to be on standby status with remote paging capability during off hours in order to respond to high level reports generated by ESC data loggers at its continuous monitoring sites. When these levels indicate a likely exceedance of ambient health thresholds, the staff member shall evaluate the validity of the data. If the data is determined to be suspect or invalid, the staff member shall suspend real time posting of the data. If the data is determined to be valid, then the staff member shall supply notifications of high concentrations as indicated in the Local Program QAPP.

### B. Quality Assurance

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1. **Quality System.** The Local Program shall develop and implement an EPA Quality System to assure the quality of its air monitoring activities. The Quality System

developed by the Local Program shall be completely autonomous from that of DNR. For autonomy, the Local Program has the responsibility for developing procedures and oversight sufficient to demonstrate that the environmental data generated meets the requirements of EPA and/or DNR. The Local Program Quality System shall include:

- a) Development and implementation of a Quality Management Plan (QMP) according to EPA guidance document QA/R-2;
- b) Development and implementation of Quality Assurance Project Plans (QAPPs) consistent with EPA guidance document QA/R-5; and
- c) Development and implementation of Standard Operating Procedures (SOPs) for operation of air monitoring equipment, data handling, and other repetitive procedures. The QAPP/SOP shall be modified as necessary to remain current with EPA requirements outlined in 40 CFR Part 58, the current edition of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems ("the Redbook"), and applicable EPA guidance. The Local Program shall designate members of its Air Monitoring Staff as QAPP/SOP reviewers. A complete set of QMP/QAPPs/SOPs for all air monitoring activities shall be submitted to DNR and EPA in hardcopy and in PDF format as a component of the annual review of air monitoring activities.

**2. Revision of Quality Assurance Documents.** Substantive revisions of the Local Program's QMP/QAPPs/SOPs require approval of DNR and EPA. Except as otherwise indicated within this Agreement, QAPP/SOP revisions shall be submitted to EPA/DNR within forty (40) working days following:

- a) Promulgation of new monitoring rules or procedures by EPA;
- b) Written notification of a deficiency in procedures by EPA/DNR; or
- c) Receipt of new equipment for which no QAPP/SOP exists.

The Local Program shall not initiate data collection without an associated QAPP/SOP.

**3. Prevention of Significant Deterioration Ambient Monitoring Sites.** Within 30 days of DNR's written request the Local Program shall review and provide written comments on the standard operating procedures and quality assurance plans, associated with the PSD ambient monitoring projects within the Local Program's jurisdiction. The DNR may request Local Programs to perform (quarterly) site audits of facility-run PSD ambient monitoring sites at specified PSD facilities. These site audits are to be performed in accordance with Appendix A of 40 CFR Pt. 58. Within two (2) weeks following the site audit, the Local Program shall provide, in writing, the audit results and any recommendations for corrective actions to both DNR and the field staff operating the PSD site(s). To ensure that the data gathered at PSD monitoring sites meets EPA acceptance criteria for completeness, precision and accuracy, and to establish format compatibility with EPA's AIRS database, the Local Program shall provide quality assurance reviews on ambient monitoring data generated by facility-run PSD monitoring sites, as specified by DNR. The number of PSD monitoring sites shall be limited to no more than four (4) sites per year.

**4. External Audits.** The Local Program shall participate in EPA's National Performance Audit Program (NPAP), performance evaluation program (PEP) for PM<sub>2.5</sub> monitoring, and EPA technical systems audits (TSA's). In addition, the Local Program shall participate in quality assurance systems audits conducted by the University of Iowa Hygienic Laboratory (UHL). The Local Program shall fund at least one annual NPAP

audit for all monitors for which NPAP audit devices are available. The Local Program shall respond promptly to address deficiencies identified in these audits.

**5. Annual Network /Quality Assurance Review.** By March 15, 2010, the Local Program shall complete and submit to DNR an annual network/quality assurance review for calendar year 2009 in order to demonstrate that its quality system is sufficiently developed, and its monitors are appropriately sited and adequate in number to meet EPA's minimum requirements. In addition, the Local Program shall review its AIRS/PARS data and site/monitor parameters in the AIRS database for errors during calendar year 2009, and generate graphical and statistical summaries of the data. The Local Program shall evaluate the data relative to EPA acceptance criteria for data completeness, precision and accuracy. On the basis of this review, the Local Program shall submit its annual SLAMs certification letter. The Annual Network/Quality Assurance review shall contain the following components:

- a) A complete, current set of Quality assurance documentation (QMP/QAPPs/SOPs), submitted as a hard copy and in portable document format (PDF);
- b) AIRS/PARS raw data listings generated from the AIRS system [AIRS P/A Raw Data Report (AMP 250), AIRS Raw Data (AMP 350)] for all monitors operated by the Local Program during calendar year 2009;
- c) Graphs of concentration vs. time (and concentration vs. wind direction where applicable) submitted in hard copy and portable document (PDF) formats for all monitors operated by the Local Program during calendar year 2009;
- d) Complete, current network review checklists contained in Volume II Part I, Appendix 15, Section 1, of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems (rev12/10/08);
- e) An annual quality assurance report following the example contained in Volume II Part I, Appendix 16, of EPA's Quality Assurance Handbook for Air Pollution Measurement Systems (rev 12/10/08);
- f) An annual State and Local Air Monitoring Stations (SLAMS) report from AIRS [Quick Look for Criteria and Non-criteria Parameters (AMP 450 and 450NC) and AMP 255 (Precision and Accuracy Quality Indicator Summary)] along with a letter certifying the accuracy of the report based on a review of all materials contained in the annual review; and
- g) A report from the QA officer indicating the results of an audit comparing the procedures actually used by the field operators to operate and maintain air monitoring equipment with the written standard operating procedures for the equipment. In the event that discrepancies exist between the actual and written procedures, the report shall detail these discrepancies, establish the validity of the data gathered with the undocumented procedures, and update standard operating procedures, where necessary, to reflect actual field practice.

## **C. Network Planning**

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- 1. Quarterly Coordination Meetings.** The Local Program shall participate in quarterly coordination meetings for technical and management staff involved in the ambient air monitoring program. The technical meeting will focus on data collection, transmission and quality assurance issues and trends. The management meeting will focus on the status of the work products contained in the Agreement and strategic planning issues.

- 2. Inventory and Inventory Reporting.** The Local Program shall maintain a complete and current list of all equipment in its air monitoring network purchased in full or in part with state or federal funding, including the location, description of equipment type, model number, serial number, ownership agency, and both DNR and the Local Program inventory tag number. The Local Program shall record in the equipment inventory the installation date for equipment newly installed in the air monitoring system. Equipment purchased by the DNR for use by the Local Program shall be included on its equipment inventory. The Local Program shall supply the DNR a copy of the up to date equipment inventory within seven (7) days of a request by the Department.
- 3. Development of the Equipment Procurement List for the Next Agreement Period.**
  - a) By January 5, 2010, the Local Program shall submit for DNR review a list of anticipated equipment purchases needed to maintain and operate its existing air monitoring network during the next Agreement period.
  - b) By March 15, 2010, the Local Program shall submit for DNR review a list of anticipated equipment purchases needed to expand its air monitoring network during the next Agreement period.
  - c) The above mentioned lists shall contain monitoring equipment or monitoring quality assurance equipment that the Local Program intends to procure with funds designated for this purpose under this Agreement as identified in Section I/B/2 budget item 5.
- 4. Network Modifications.** The Local Program shall work with the DNR to ensure that network modifications are made according to 40 CFR Pt. 58, Subpart B.

#### **D. Data Management**

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- 1. Data Validation.** Data obtained from ambient monitors shall be validated as specified in the approved QAPP and in this scope of work.
- 2. Site Setup and Closure in AIRS.** The Local Program shall be responsible for opening and closing sites and monitors in the AIRS database for its reporting organization, and for its monthly data uploads. The Local Program shall notify the DNR when it closes sites or monitors in the AIRS database.
- 3. AIRS/PARS Data Submission.** Validated monitoring data (AIRS data) and precision and accuracy data (PARS data), for all monitors, shall be uploaded by the Local Program staff monthly, in accordance with Section VI (Ambient Air Monitoring) of this Agreement. To expedite data generation by UHL, the Local Program shall provide validated sampler run data at the same times integrated samples are submitted to UHL for laboratory analysis. If PM<sub>2.5</sub> data from the UHL laboratory has not been received before the scheduled monthly upload, it shall be entered at the next scheduled monthly upload. The Local Program shall inform the Department via e-mail after completing its monthly data upload. In the event that the monthly data upload is not complete, the Local Program shall indicate by mail or e-mail the reason for the backlog and the anticipated date when the backlogged data will be uploaded.
- 4. Data Screening.** To prevent data coding errors, the Local Program shall lock data for upload only after the screening file passes all AIRS system edits (Edit Error Details, Scan Report, and Stat Evaluation). The Local Program shall archive a copy of any data uploaded to AIRS immediately before locking the data for upload.

**5. Recordkeeping Requirements.**

**a) Monthly AIRS Recordkeeping Requirements.** On a monthly basis, the Local Program shall run and review the AIRS P/A Raw Data Report (AMP 250) and AIRS Raw Data Report (AMP 350) to determine the completeness and accuracy of the AIRS and PARS data uploaded by the Local Program to the AIRS system.

**b) Quarterly AIRS Recordkeeping Requirements.** On a quarterly basis, the Local Program shall:

- 1) Run and review the AIRS P/A Quality Indicator Summary (AMP 255) to evaluate the PARS data uploaded by the Local Program;
- 2) Run and review the AIRS Data Completeness Report (AMP 430) in order to evaluate the quarterly data completeness of the monitors operated by the Local Program; and
- 3) Run and review the AIRS Site Description Report (AMP 380) in order to evaluate the accuracy and completeness of the site setup parameters of the monitors operated by the Local Program.

**6. Reporting Requirements.** The Local Program shall submit regular reports to DNR as identified below. Monthly and quarterly reports shall be presented to the DNR in hard copy (paper) format. Monthly and quarterly reports shall contain an executive summary where the data is compared to the applicable acceptance criteria, and in the event that the acceptance criteria are not met, a corrective action plan. All reports shall be reviewed and certified by the quality assurance officer. All corrective action plans shall be reviewed and certified by the quality assurance officer. Expenditures associated with corrective action plans shall be reviewed and certified by the program manager.

**a) Immediate Reports.** The Local Program shall notify DNR immediately upon identification of any exceedance of an ambient air quality standard, emergency episode or potential emergency episode (as defined in 567 IAC 26.2); or exceedance of any other pollutant threshold provided in writing by the Department.

**b) Weekly Network Status Report.** The Local Program shall transmit a written report of the status of air monitoring systems to DNR on the first working day of every week. This report will address the following items with respect to monitoring completed each week. For each site that is modified or for which data are missed, the report shall include:

- 1) Date of last valid data;
- 2) Date inoperative condition detected;
- 3) Cause of inoperative condition;
- 4) Step(s) taken to correct condition; and
- 5) Date and time data collection resumed (if applicable), and expected date data reporting will resume (if applicable).

**c) Monthly Report for Continuous Monitors.** The Local Program shall submit a monthly report to DNR in accordance with Article IX of this Agreement. This report will include a list of fixed station air monitoring sites in operation during the report period, and for each station:

- 1) A copy of the NOAA F-6 Report from the internet titled – Preliminary Local Climatological Data;
- 2) PARS-data reduction for precision;

- 3) NAAQS Exceedances including: the number and exceedances of ambient air quality standards, the number of emergency episodes or potential emergency episodes, and the number of exceedances of pollutant thresholds;
  - 4) Pollutant Data Summaries including: a listing of all sampling that was omitted or invalidated because of equipment failure, calibration, zero and span checks, sample handling accidents, laboratory accidents or failure of the operator to collect samples; the type and number of equipment failures, and the percentage of total possible samples which were translated into valid air quality data including data from primary and collocated samplers;
  - 5) Precision Summaries including: the dates of PARS precision and accuracy checks; an explanation for precision checks that occur with a separation greater than 2 weeks for both primary and collocated samplers;
  - 6) ESC Parameter report including graphs of the data;
  - 7) Raw AIRS string data;
  - 8) Corrective Action Report Forms;
  - 9) A record of the performance check of the Nafion Dryers in all the FDMS units; and
  - 10) A performance evaluation of the "Smart Heaters" on the BAM 1020 PM<sub>2.5</sub> monitor(s).
- d) **Monthly Reports for data generated by outside contractors:** UHL-PM<sub>2.5</sub> and PM<sub>10</sub> FRM, UHL-Air Toxics, and RTI-PM<sub>2.5</sub> Speciation. The Local Program shall submit a report to the DNR fifteen (15) working days upon receiving data from each outside contractor. Reports will include:
- 1) Documentation of the dates data were received from outside contractors and submitted to DNR;
  - 2) NAAQS Exceedances including: the number and exceedances of ambient air quality standards, the number of emergency episodes or potential emergency episodes, and the number of exceedances of pollutant thresholds;
  - 3) Pollutant Data Summaries including: a listing of all sampling that was omitted or invalidated because of equipment failure, calibration, zero and span checks, sample handling accidents, laboratory accidents or failure of the operator to collect samples, the type and number of equipment failures, and the percentage of total possible samples which were translated into valid air quality data;
  - 4) Precision and Accuracy Summaries for PM<sub>2.5</sub> FRM, PM<sub>10</sub> FRM, and toxics including the dates of these checks; and an explanation for checks that occur off-schedule.
  - 5) PARS-data reduction for Precision of PM<sub>2.5</sub> and PM<sub>10</sub> FRM;
  - 6) Raw AIRS string data of PM<sub>2.5</sub> and PM<sub>10</sub> FRM;
  - 7) Data Summary for PM<sub>2.5</sub> Speciation and Air Toxics including: results from monthly flow verification, results of leak checks, list of flagged/voided data;
  - 8) Excel Spreadsheet of raw data received from UHL or RTI including results from data validation tests (PM<sub>2.5</sub> Speciation); and
  - 9) Corrective Action Report Forms.
- e) **Monthly Equipment Procurement Report.** The Local Program shall submit a monthly report to the DNR which itemizes monitoring equipment purchases. This report shall include:
- 1) A description of the equipment, the quantity purchased;
  - 2) The cost per unit and total cost, the dates the items were ordered and received; and

- 3) A running total of all expended equipment funds during the Agreement period.
- f) **Quarterly Monitoring Report.** The Local Program shall submit a quarterly report to DNR in accordance with Section VI of this Agreement. For data received from outside contractors (UHL-PM<sub>2.5</sub> and PM<sub>10</sub> FRM, UHL-Air Toxics, and RTI-PM<sub>2.5</sub> Speciation), quarterly reports will be submitted 30 working days upon receiving the data. This report shall include a list of fixed station air monitoring sites in operation during the report period, and for each station:
  - 1) Pollutant Data Summaries including: a listing of all sampling that was omitted or invalidated because of equipment failure, calibration, zero and span checks, sample handling accidents, laboratory accidents or failure of the operator to collect samples; the type and number of equipment failures, and the percentage of total possible samples which were translated into valid air quality data including data from primary and collocated samplers. In the event the percentages do not meet EPA completeness criteria, an explanation of the reasons for the insufficient data capture and a corrective action plan for the monitor;
  - 2) AMP Reports: 430, 246, 247, and 250;
  - 3) The precision and accuracy for each primary and collocated continuous monitor calculated as specified in 40 CFR Pt. 58 App A;
  - 4) The precision and accuracy for PM<sub>2.5</sub> FRM, PM<sub>2.5</sub> Speciation, PM<sub>10</sub> FRM, and toxics monitors audited during the quarter, calculated as specified in 40 CFR Pt. 58 App. A;
  - 5) A listing of all backlogged AIRS or PARS data, the reason for the backlog, and the date when the backlogged data will be uploaded to AIRS; and
  - 6) Data Management Report Log for individual sites including: A records audit, conducted by the QA officer, listing monitoring records logged during the quarter and certifying compliance with the recordkeeping requirements of this Agreement.
7. **PM<sub>2.5</sub> Speciation Activities.** The Local Program shall perform the following activities in support of the State's PM<sub>2.5</sub> speciation network:
  - a) **Field Activities.** The Local Program shall perform all field activities at speciation sites specified in this Agreement including cyclone replacement, filter collection and transmission of sampler performance data to EPA's National Speciation Laboratory. In addition, the Local Program shall be responsible for the performance of all calibrations, audits, and routine maintenance for all PM<sub>2.5</sub> speciation monitors.
  - b) **Data Validation and AIRS maintenance.** The Local Program shall work in cooperation with EPA's National Speciation Laboratory to set-up or shut down speciation sites in AIRS and to validate speciation data.
  - c) **Support of EPA Intensive Studies.** When requested by DNR, the Local Program shall adopt an accelerated sampling frequency at its speciation sampling site for a period of up to one month.
8. **Toxics Monitoring.** The Local Program shall use UHL's analytical laboratory for toxics sample analysis. The Local Program shall be responsible for setting up or shutting down toxics sites in AIRS, and shall validate toxics data in cooperation with

the UHL laboratory. The Local Program shall upload the AIRS strings provided by UHL into EPA's AIRS database.

**E. Special Projects.**

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1. **FDMS annual maintenance.** All FDMS units operated by the Local Program during the Agreement period shall have revision C dryers. Revision C FDMS units shall be sent back to the manufacturer annually for dryer and tubing replacement, and contamination testing.
2. **Zero air testing.** The Local Program shall perform zero air tests on all continuous PM<sub>2.5</sub> monitors at least semi-annually and whenever an FDMS dryer is replaced.
3. **Thermo "C to I series" upgrade.** The Local Program shall purchase one (1) Thermo "I series" SO<sub>2</sub> analyzer and replace the existing Thermo "C series" SO<sub>2</sub> analyzer at the 19<sup>th</sup> and Carpenter monitoring site with the new analyzer by January 1, 2010. Within ninety (90) days of receipt of the Thermo "I series" analyzers or calibrators purchased by the DNR, the Local Program shall replace existing Thermo "C series: analyzers or calibrators with the new equipment.
4. **Dr. DAS.** The Local Program shall add a central computer loaded with Dr. DAS polling software to poll the backup data from the Dr. DAS data logger at the 19<sup>th</sup> and Carpenter monitoring site by January 1, 2010.
5. **Security and backup of computers used for ambient monitoring.** By August 1, 2009, the Local Program IT staff shall perform an audit to ensure that all computers used in the ambient monitoring network are secure and adequately "backed up".

## SECTION VI. Local Program Work Products

Product	Reference	Due Date
<b>General</b>		
Monthly Reports	Article IX/9.1	Monthly on 15 <sup>th</sup>
Quarterly Report	Article IX/9.2 & 9.3	November 15, 2009
Quarterly Invoice	Article IX/9.2 & Article XII/12.1 & 12.2	November 15, 2009
Quarterly Report	Article IX/9.2 & 9.3	February 15, 2010
Quarterly Invoice	Article IX/9.2 & Article XII/12.1 & 12.2	February 15, 2010
Semi-Annual Reports	Article IX/ 9.4	February 15, 2010
Quarterly Report	Article IX/9.2 & 9.3	May 15, 2010
Quarterly Invoice	Article IX/9.2 & Article XII/12.1 & 12.2	May 15, 2010
Quarterly Report	Article IX/9.2 & 9.3	August 1, 2010
Quarterly Invoice	Article IX/9.2 & Article XII/12.1 & 12.2	August 1, 2010
Semi-Annual Reports	Article IX/9.4	August 1, 2010
Annual Reports	Article IX/9.5	August 1, 2010
Special Reports	Article IX/9.6	As identified
<b>Program Management</b>		
Proposed Budget	Section I/B/1	January 5, 2010
Proposed training plans	Section I/A/4	January 5, 2010
Personnel Plan	Section I/A/8	January 5, 2010
Website Plan	Section I/E/4	January 5, 2010
Personnel Report	Section I/A/5	February 15, 2010
Initial Contract Review	Section I/C	March 10, 2010
Final Contract Review	Section I/D	April 30, 2010
Rule Revision	Section I/F/3	June 15, 2010
Website Updates	Section I/E/3	June 30, 2010
MBE/WBE	Section I/G	August 1, 2010
Personnel Report	Section I/A/5	August 1, 2010
New Personnel Report	Section I/A/7	10 days from start date
Personnel Changes	Section I/A/6	10 days from effective date
<b>Construction Permitting</b>		
Excel Report (and AFS if desired)	Section II/G/1	November 15, 2009
Excel Report (and AFS if desired)	Section II/G/1	February 15, 2010
Green House Gas Report	Section II/G/2	February 15, 2010
Excel Report (and AFS if desired)	Section II/G/1	May 15, 2010
Excel Report (and AFS if desired)	Section II/G/1	August 1, 2010
Green House Gas Report	Section II/G/2	August 1, 2010
<b>Compliance</b>		
Compliance Submission to AFS	Section IV/E/1	Monthly on 15 <sup>th</sup>
Joint Inspection Schedule	Section IV/C/2	Two (2) weeks prior to each
Joint Inspection Report	Section IV/C/2	One (1) week following each
Compliance Qtrly	Section IV/E/2	November 15, 2009
Compliance Qtrly	Section IV/E/2	February 15, 2010
Compliance Qtrly	Section IV/E/2	May 15, 2010
Compliance Qtrly	Section IV/E/2	August 1, 2010

Product	Reference	Due Date
<b>Ambient Air Monitoring</b>		
Weekly Network Status Report	Section V/D/6/b	Weekly
Monthly AIRS Recordkeeping Requirements	Section V/D/5/a	Monthly
Monthly Network Status Report	Section V/D/6/c	Monthly on 15 <sup>th</sup>
AIRS/PARS Data Submission	Section V/D/3	Monthly on 15 <sup>th</sup>
Monthly Equipment Procurement Report	Section V/D/6/e	Monthly
Qtrly AIRS Recordkeeping Requirements	Section V/D/5/b	Quarterly
Final Equipment List	Section V/A/2/a	July 1, 2009
Computer audit (security and adequacy of backup)	Section V/E/6	August 1, 2009
Qtrly Monitoring Report (Continuous)	Section V/D/6/f	September 1, 2009
Qtrly Monitoring Report (Continuous)	Section V/D/6/f	December 1, 2009
Replace Thermo "C" with "I" series SO <sub>2</sub>	Section V/E/3	January 1, 2010
Add a central computer loaded with Dr DAS polling software	Section V/E/4	January 1, 2010
Discontinue both PM <sub>2.5</sub> (FDMS) monitors at Public Health Building	Table 3	January 1, 2010
List equipment to maintain & operate network	Section V/C/3/a	January 5, 2010
Qtrly Monitoring Report (Continuous)	Section V/D/6/f	March 1, 2010
List equipment to expand new Agreement	Section V/C/3/b	March 10, 2010
Annual Network/ Quality Assurance Review	Section V/B/5	March 15, 2010
Qtrly Monitoring Report (Continuous)	Section V/D/6/f	June 1, 2010

**TABLE 1: Polk County Personnel Requirements**

	<b>Position</b>	<b>FTE</b>
a.)	Air Quality Division Manager	1.1
b.)	Air Permit Engineer	2.0
c.)	Ambient Air Monitoring Specialist	3.0
d.)	Air Quality Specialist	2.0
e.)	Air Quality Administrative Support Staff	1.0
f.)	Public Works Management	0.1
	<b>Total FTE</b>	<b>9.2*</b>

\*Total FTE is actually 9.15, but for the purposes of this table has been rounded to 9.2

**TABLE 2: Existing Air Monitoring Network**

Site	Parameter	# of Monitors	Sampling Frequency
Des Moines, Polk Co. Health Dept. Building at 19th & Carpenter	Trace CO	1	Continuous
	Trace SO <sub>2</sub>	1	Continuous
	Toxics (canisters and carbonyl cartridges)	1	For Canisters Every 12 <sup>th</sup> Day. For Carbonyl Cartridges, Every 6 <sup>th</sup> Day Inside Ozone Season, and Every 12 <sup>th</sup> Day Outside Ozone Season.
	PM-10	2 (collocated site)	Every 3 <sup>rd</sup> Day, Collocated every 6 <sup>th</sup> Day
	PM <sub>2.5</sub> (FRM)	2 (collocated site)	Every Day Collocated every 6 <sup>th</sup> Day
	PM <sub>2.5</sub> (BAM)	2 (collocated site)	Continuous
	PM <sub>2.5</sub> (FDMS)	2 (collocated site)	Continuous
	PM <sub>2.5</sub> (Speciation includes additional nylon filter sampling)	1	Every 6 <sup>th</sup> Day
	PM <sub>2.5</sub> (Speciation) URG 3000N Carbon Channel	1	Every 6 <sup>th</sup> Day
	MET (including temperature and humidity)	1	Continuous
O <sub>3</sub> (with daily auto-calibration)	2 (collocated back-up)	Continuous – (Seasonal)	
NO <sub>x</sub>	1	Continuous	
Indianola, Lake Aquabi State Park (Warren Co.)	O <sub>3</sub> (with daily auto-calibration)	2 (collocated back-up)	Continuous – (Seasonal)
	MET	1	Continuous
Slater (Story Co.)	O <sub>3</sub> (with daily auto-calibration)	2 (collocated back-up)	Continuous – (Seasonal)
	MET	1	Continuous
West Des Moines, Indian Hills Jr. High	PM <sub>2.5</sub> (FRM)	1	Every 3 <sup>rd</sup> Day
	PM-10	1	Every 3 <sup>rd</sup> Day

**TABLE 3: Monitoring Network Modifications**

<b>Change</b>	<b>Description</b>	<b>Date Due</b>
Discontinue	Discontinue Primary and Co-located PM <sub>2.5</sub> (FDMS) monitors at Public Health Building	January 1, 2010

## **Attachment B Duties of DNR**

### **A. Review of Local Program**

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- 1. Review of rules.** DNR shall review proposed changes to the rules, policies, and procedures of the Local Program for consistency with the Iowa Code and Iowa Administrative Code.
- 2. Program audit.** Biennially, the DNR shall audit the Local Program to document compliance with the articles of the Agreement and Attachment A and to identify aspects of the program that either party should further improve. The DNR shall provide a draft written report of the audit to the Local Program within thirty (30) days of the audit. The DNR shall provide the final written report of the audit to the Local Program within ninety (90) days of the audit.
- 3. Training Plan Recommendations.** By February 1, 2010, DNR shall provide the Local Program with any recommendations to the training plans as submitted. DNR shall provide written justification in conjunction with all recommendations.
- 4. Agreement Planning.** By January 1, 2010, DNR shall meet with the Local Program to identify the priorities and responsibilities being considered for the SFY 2010 Agreement. DNR shall afford the Local Program an additional meeting as per Attachment B/A/7.
- 5. Initial Draft Agreement.** By February 15, 2010, DNR shall submit to the Local Program the initial draft Agreement for the period of July 1, 2010 through June 30, 2011. DNR shall provide written justification for any changes to the Agreement.
- 6. Final Draft Agreement.** By April 15, 2010, DNR shall submit to the Local Program the final draft Agreement for the period of July 1, 2010 through June 30, 2011.
- 7. Agreement Negotiations.** Annually, if requested by the Local Program and/or the DNR, the two parties shall meet to discuss final changes to the Agreement.
- 8. Program changes.** The DNR shall submit information on significant changes to program requirements and staffing as a result of the DNR's audit of the Local Program within ninety (90) days of the audit.

### **B. Construction Permitting**

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- 1. Construction permit manual.** DNR shall inform the Local Program of all updates or attachments to the construction permit manual during their development and transmit copies of these to the Local Program as soon as they are finalized.
- 2. PSD/Construction permit applications.** On receipt of a complete application from the Local Program, DNR shall review the application for PSD and 112(g) applicability and will notify the Local Program within three (3) weeks of receipt as to the disposition. For PSD synthetic minor, and federal NSPS and NESHAPS sources, DNR will concur or object to the Local Program's draft permit within three (3) weeks of receipt.

3. **Permit review.** DNR shall review applications and issue construction permits for:
  - a) Major modifications to existing major PSD facilities;
  - b) New major PSD facilities; and
  - c) 112(g) sources.
4. **Progress of review.** DNR shall keep the Local Program informed of developments during this review. Upon request DNR shall review the associated dispersion modeling analyses and assess the impact on ambient air quality. DNR shall forward the results of such modeling back to the Local Program within three (3) weeks of receipt of an application or request from the Local Program, as resources allow.
5. **Quarterly Coordination meetings.** DNR shall conduct quarterly coordination meetings for technical staff involved in the ambient air modeling. The DNR will confirm that the Local Program is meeting the requirement to model 20% of the construction permit projects for the previous quarter and be available to address specific questions related to conducting and review of dispersion modeling. The DNR will coordinate the quarterly meetings.
6. **Technical assistance.** Upon request, DNR shall provide technical assistance for review of other permit applications.

#### **C. Title V Permitting**

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1. DNR shall convey to the Local Program one copy of any Title V Operating Permit Application or Voluntary Operating Permit Application received for any source operating within the Local Program's jurisdiction or notify the Local Program if the application has been received in SPARS.
2. DNR shall review draft Title V operating permits and provide response within two weeks of submittal by the Local Program.
3. DNR shall issue Title V operating permits to Polk County Facilities.
4. DNR shall provide the Local Program with one copy of each final permit after the permit has been issued.
5. Applications submitted to DNR, for the modification of permits issued for sources in the Local Program's jurisdiction, shall be conveyed to the Local Program for processing the same way as initial or renewal applications unless the modification applications are received in SPARS, in which case the Local Program shall be notified by the DNR of such submittals.

#### **D. Compliance**

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1. **DNR involvement.** Except for DNR issued permits, DNR shall limit its involvement in compliance activities to Local Program audits as well as review and comment on proposed compliance schedules unless:
  - a) The Local Program specifically requests DNR involvement;
  - b) DNR determines that the Local Program's enforcement response is inappropriate or untimely (see Attachment B/D/5); or
  - c) Emergency conditions (as prescribed in Iowa Code 455B.139) exist (see Attachment B/D/6).

2. **Compliance schedule comments.** DNR shall review and make initial comments on proposed compliance schedules submitted by the Local Program within seven (7) working days. DNR shall provide written comments to the Local Program within twenty (20) days.
3. **Local program compliance schedules.** DNR shall recognize compliance schedules required by the Local Program in accordance with Chapter V of the Polk County Rules in lieu of a grant of a variance and approval of an emission reduction program by DNR under 567 IAC Chapter 21 for any source within the jurisdiction of the Local Program.
4. **Review of AFS inputs.** DNR will routinely review AFS inputs (as well as other compliance/enforcement information available to the DNR through audit activities and other sources) to determine if the Local Program is taking timely and appropriate action in response to noted violations.
5. **Enforcement actions.** DNR may initiate enforcement actions where specific Local Program actions regarding a specific individual set of circumstances are determined by DNR to not be timely or appropriate. DNR shall provide a written position with regard to the enforcement action and allow the Local Program a reasonable opportunity to act prior to initiating any DNR enforcement actions, except as provided in Items 6 and 7 below.
6. **Emergencies.** DNR shall notify the Local Program at the earliest possible time upon any determination of an emergency pursuant to Iowa Code 455B.139. As soon as the situation allows, DNR shall initiate discussions with the Local Program for the purpose of transferring mitigation efforts to the Local Program.
7. **Enforcement by DNR.** In cases where compliance with DNR issued permits is not achieved in a timely and appropriate manner through enforcement of Local Program restrictions, DNR shall initiate enforcement action to ensure compliance with DNR issued permits.

#### **E. Inspections**

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During the Agreement period, DNR shall conduct four (4) compliance inspections per year in conjunction with the Local Program. DNR shall review joint compliance inspection reports and will submit written critiques of jointly conducted inspections to the Local Program within two (2) weeks of receipt of the inspection report.

#### **F. Stack Tests**

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1. DNR shall coordinate with the Local Program in scheduling and conducting three (3) joint stack tests observations and evaluations per year. DNR shall review the facility's testing protocol, the testing results reports and will submit written critiques of joint stack tests observations to the Local Program within 30 days of receipt of the test results.
2. DNR shall notify the Local Program once the Stack Test Database has been established and identify the tools available to the Local Program for their use of the database.

## **G. Variances**

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1. DNR shall accept variances granted in the manner described in Section IV/D of Attachment A.
2. DNR shall notify the Local Program of any SIP requirements that may be impacted by the issuance of a variance.

## **H. Emission Data**

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1. **Assessment of reports.** DNR shall, upon request by the Local Program, assist in the assessment of any emission source testing reports submitted by firms within the Local Program's jurisdiction and serve as expert witnesses in the field of emission source testing, should the need arise.
2. **CEM.** Upon request, DNR shall provide technical assistance to the Local Program in evaluating continuous emission monitoring systems (CEM) and will aid in establishing review procedures consistent with those used by DNR. The DNR will submit the Local Program CEM summary data reports to the U.S. EPA using either summary reports or electronic data transfer from PC-CEMs.

## **I. Air Quality Monitoring**

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1. **Network changes.** DNR shall submit written justification for any proposed monitoring network change, which they initiate. DNR shall consider Local Program resources when proposing monitoring network changes.
2. **EPA concurrence.** DNR shall respond in writing, within one (1) month of receipt, to all monitoring network change justifications submitted by the Local Program. DNR shall be responsible for obtaining all necessary EPA concurrence for network changes.
3. **Equipment.** Within budget limitations, DNR shall assist in the repair, replacement and evaluation of monitoring equipment and monitoring sites.
4. **Quarterly Coordination meetings.** DNR shall conduct quarterly coordination meetings for technical staff involved in the ambient air monitoring program. This meeting will focus on data collection, transmission and quality assurance issues and trends.

## **J. Emergency Episodes**

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1. Upon notification of an emergency episode by the Local Program, or determination of an episode by the DNR, the DNR shall take the appropriate emergency actions provided for in 567 IAC Chapter 26 and in accordance with Iowa Code chapter 455B.
2. DNR shall immediately notify the Local Program of any air pollution emergency conditions that DNR determines to exist.

## **K. Intergovernmental Cooperation**

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1. **Program development.** To assure uniform adoption of emissions inventory and operating permit application procedures DNR shall:
  - a) Provide the Local Program with inventory and application forms and data entry formats employed by DNR,

- b) Participate in the development of public workshops and other educational projects.
- 2. **Program changes.** In addition to the assistance and cooperation noted regarding specific issues above, the DNR shall make every effort to keep the Local Program informed of state and federal developments, which may affect the program.
- 3. **State Implementation Plan (SIP) submittal.** DNR shall publish and submit SIP amendments for Local Program administrative rules and SIPs in relation to NAAQS exceedances.

**L. Indirect Cost Assistance**

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Annually, the DNR shall reduce the unobligated Title V fund balance according to the information submitted in accordance with Attachment A, Section B, Paragraph 3.