

Memorandum of Understanding between the Idaho Department of Environmental Quality and the City of Boise, regarding coordination and cooperation on an Integrated Management Plan for Wastewater and Storm Water

I. Purpose.

The purpose of the Memorandum of Understanding (MOU) between the parties, Idaho Department of Environmental Quality (DEQ), and the City of Boise (City), is to acknowledge and agree that:

- The City intends to develop an Integrated Management Plan (Integrated Plan) for their wastewater and storm water system improvements with implementation schedules, and
- Upon completion and agreement of the Integrated Plan, DEQ will use it to help inform Idaho Pollutant Discharge Elimination System (IPDES) permitting and compliance decisions.

II. Background.

On June 5, 2012 the U.S. Environmental Protection Agency (EPA) published its *Integrated Municipal Stormwater and Wastewater Planning Approach Framework* to,

“...assist municipalities on their critical paths to achieving human health and water quality objectives of the Clean Water Act by identifying efficiencies in implementing requirements that arise from distinct wastewater and stormwater programs, including how to best prioritize capital investments.”

The Framework is voluntary, and provides guidance to states and local government to develop and implement effective integrated plans to achieve human health and water quality objectives under the Clean Water Act by identifying efficiencies in requirements from distinct wastewater and stormwater programs, including the evaluation of different approaches and practices, and setting the prioritizing of capital investments. The President signed the *Water Infrastructure improvement Act of 2018* in January 2019, which included the EPA’s Framework.

III. AUTHORITY.

Idaho Code §67-2332 and §67-2333 authorize Idaho agencies to enter into agreements to perform any governmental service, activity or undertaking that each agency is authorized by law to perform. DEQ administers the Idaho pollutant discharge elimination system (IDPES) under the Clean Water Act. I.C. §§ 39-175A- 175F, IDAPA 58.01.25. The City is the holder of wastewater and stormwater permits under the Clean Water Act.

IV. MUTUAL RESPONSIBILITIES.

a. Development.

Over the next several years, the City plans to draft an Integrated Plan which will include ongoing and anticipated activities and improvements associated with their wastewater and storm water systems. The Integrated Plan will follow EPA's *Integrated Municipal Stormwater and Wastewater Planning Approach Framework* and their most current guidance. The City's Integrated Plan will contain all of the components of an integrated plan as written in the final version of the framework published by EPA. The development of the Integrated Plan, including this MOU, does not remove any obligations of the City to comply with their IPDES and Clean Water Act requirements, nor lower existing regulatory or permitting standards. Rather, it recognizes flexibilities within the IPDES program and Clean Water Act requirements for the appropriate scheduling of work.

The City will meet quarterly or more frequently, as needed, with DEQ during this time to ensure all criteria are met during the drafting and finalization of the Integrated Plan. The Integrated Plan will prioritize wastewater and storm water improvements by considering potential harmful effects to human and environmental health, as well as the potential future costs likely borne by residents of the City.

b. Implementation.

If the Integrated Plan is completed and agreed to by DEQ and the City, DEQ will as appropriate and legally consistent with the Clean Water Act and IDAPA 58.01.25:

- Incorporate Integrated Plan improvement schedules into IPDES permits and/or enforcement orders, and
- Reference the Integrated Plan for justification

IV. General Conditions.

1. This MOU provides the City assurance that DEQ agrees with the intent of the City to develop an Integrated Plan using the EPA framework;
2. This agreement does not create or give the parties named herein any powers that they would otherwise not have. This agreement only provides for the exercise of existing powers so as to achieve a more efficient operation of government. For this reason, this agreement sets forth the understanding of the parties in achieving a common purpose, and is not intended to provide a basis for legal action upon breach of any of its provisions.
3. No amendment, modification, or other change of this MOU is valid or enforceable unless the City and DEQ execute the amendment, modification, or other change in writing.
4. The parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this MOU.

DEQ:

Dated the 21st day of October, 2021.

By: Jim Byrne
Title: Director

Boise City:

Dated the 13 day of October, 2021.

By: Lauren Mizeon
Title: Mayor