

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORTH CAROLINA
DIVISION OF FOREST RESOURCES


AND

NORTH CAROLINA
DIVISION OF AIR QUALITY

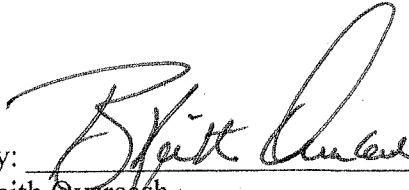
AUTHORIZED BY

THE SECRETARY
OF THE
NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

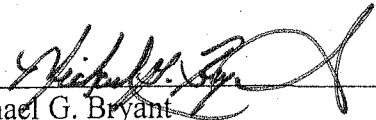
8/13/09
Date

By: 
Wib L. Owen
Director, North Carolina Division of Forest Resources

8/18/2009
Date

By: 
Keith Overcash
Director, North Carolina Division of Air Quality

9/25/09
Date

By: 
Michael G. Bryant
Director, Division of Purchasing and Services

To enhance and protect the lives, property, and quality of life for the citizens of North Carolina this agreement is hereby entered into between the North Carolina Division of Forest Resources, hereinafter referred to as "Forest Resources" and the North Carolina Division of Air Quality, hereinafter referred to as "Air Quality" to address public education, technology transfer, agency assistance, and the North Carolina Smoke Management Program (NC SMP).

Forest Resources is responsible for protecting state and private forest lands from forest fires and is also charged with enforcing laws relating to forest fires.

For the purpose of this MOU, Air Quality is responsible for enforcing the North Carolina Administrative Code (NCAC), Title 15A, Chapter 2, Subchapter 2D, Section .1900 – Open Burning, the purpose of which is to control air pollution resulting from the open burning of combustible materials and to protect the air quality in the immediate area of the burning.

This MOU is in effect for five years from the date of the last signature to this agreement. Either party may rescind their participation in this MOU with a letter describing the circumstances for withdrawal. This agreement will cease to exist 30 days after the letter is received by the other agency. There should be an effort to collaboratively solve any differences prior to seeking the termination of this agreement. Amendments will be agreed upon and submitted through the normal process for approval and will become a permanent part of this agreement once approved.

I. FOREST RESOURCES AGREES:

1. To develop and coordinate the NC SMP regarding vegetative burning related to acceptable SMP practices.
2. To train, coordinate, and emphasize the use of the Smoke Management Program via the Forest Resources burn schools for certified burners.
3. To encourage landowners and/or their agent(s) to become certified burners and to adhere to the requirements of the law (§ 113 Article 4E. North Carolina Prescribed Burning Act), the NC SMP, and related air quality regulations
4. To advise landowners and/or their agent(s) and certified burners if weather conditions are not suitable for conducting prescribed burns when these persons contact Forest Resources to provide burning information as required by the NC SMP. This task will be accomplished provided that the technology and hardware are in place to support the NC SMP.
5. To ensure Air Quality public information materials are disseminated to each burning permit location and encourage the agent to provide the information to the public.
6. To provide the printed NC SMP public information materials to Air Quality for dissemination to Air Quality regional offices.
7. If available, to provide Forest Resources air monitoring equipment to Air Quality upon request.

8. To participate on the Air Quality Open Burning Outreach Team (OBOT).

II. AIR QUALITY AGREES:

1. To notify Forest Resources of any circumstances, such as an air pollution episode, this would require special action regarding the NC SMP.
2. To assume the responsibility for any referral investigations and regulatory actions where violations of air quality regulations may have occurred and/or have been referred by Forest Resources for any additional action(s).
3. To provide the printed public information materials to Forest Resources for dissemination to burning permit agent locations.
4. To ensure Forest Resources NC SMP public information materials are disseminated to each regional office.
5. To participate on the North Carolina Prescribed Fire Council (NCPFC) and the Fire Environment Work Group (FEWG).
6. To participate, as resources allow, with the Forest Resources Fire Prevention Committee and certifier burner workshops.
7. To include Forest Resources on the list serve for exceptional events.
8. To provide training on air monitoring equipment that Forest Resources may acquire as training resources allow.

III. BOTH AGENCIES AGREE:

1. To jointly assume the responsibility for investigations or citizen complaint investigations of burning related to the NC SMP.
 - If Air Quality receives a citizen complaint regarding smoke from a burn related to the NC SMP, and assesses that a forestry law has been violated, then Air Quality will notify the local Forest Resources district of said complaint.
 - If Forest Resources during an investigation determines there is no forestry law violation, then Forest Resources will notify the appropriate Air Quality regional office of said complaint.
2. To develop and maintain a smoke management database that promotes compliance with the NC SMP to the extent resources are available to do so.
3. To work together to develop/review public information materials (brochures, billboards, and etcetera) to be used to inform landowners/homeowners of the NC SMP and the State's open burning rules/regulations.

4. To work together to review and discuss comments on EPA rules or policies as well as other entities requesting comments on matters that can affect directly or indirectly the use of fire as identified in the NC SMP. Each agency agrees to share their comments prior to submittal.
5. Key contact officials for this agreement are the Forest Protection Section Chief, Forest Resources and the OBOT Coordinator, Air Quality. These agency officials will coordinate an Annual Cooperative Meeting of each year to discuss and review this MOU, NC SMP, and NC SMP database at a minimum.
6. To work together on documentation to submit to EPA when an exceptional event has been identified.
7. As resources allow, to make available personnel and equipment during times of emergencies. Agency Directors or their representative will be responsible for approval of all requests.