

# Multijurisdictional Agreements



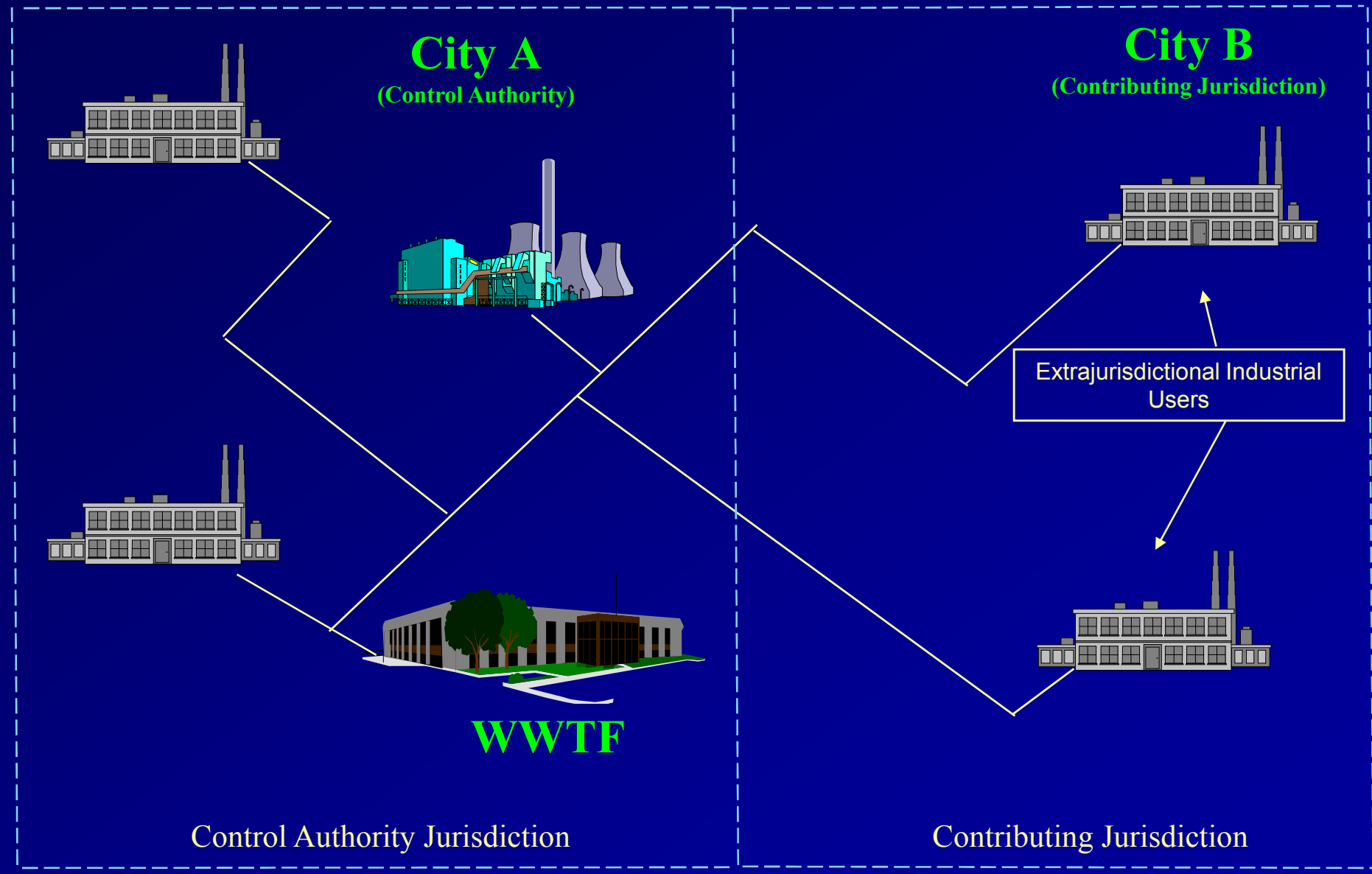
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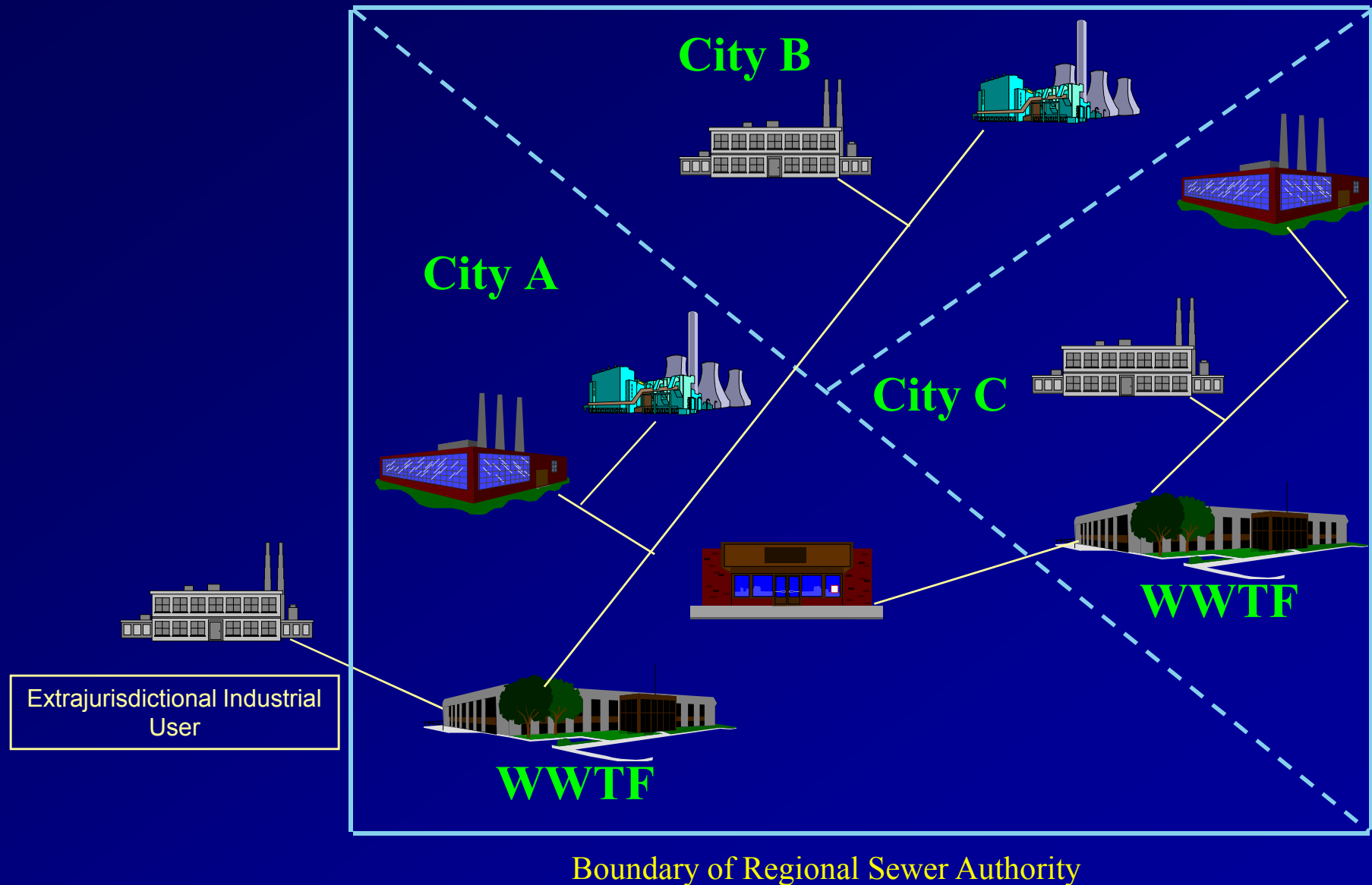
# Multijurisdictional Programs

- Programs with extrajurisdictional industrial users are considered multijurisdictional programs
- Extrajurisdictional industrial users:
  - Located outside the control authority's area of regulatory authority or jurisdiction
  - Discharge to the Control Authority's WWTF
- A CA must have the legal authority to implement and enforce its approved pretreatment program [Rule 62-625.500(2)(a), F.A.C.].

# Scenario 1



# Scenario 2



# MJA Overview

- Control Authorities (CAs) have direct authority over extrajurisdictional users
- Implementing the approved pretreatment program using the legal authority of more than one jurisdiction
- Common deficiencies in multijurisdictional agreements
- Alternatives to multijurisdictional agreements



# When a MJA is Not Needed



# Statutory Control (Municipalities)

- Control authority applies local law under state statute
- Chapters 180.02 and 163.01, F.S.
- Applies only to cities, towns, or villages
- Excludes IUs within incorporated areas



# Districts and Authorities

- Special sewer districts and authorities
- Can cover the entire service area
- Created by state enactment
- Must be granted power to enact and enforce the SUO





# Annexation

- Complete annexation
- Utility annexation
- Check with municipal attorneys



When a MJA is Needed

Need MJA ?

# Use of Legal Authority of More Than One Jurisdiction

- Unable to extend control into other jurisdictions - **need MJA**
- Contributing jurisdictions can either:
  - delegate to the control authority
  - administer program for all IUs
  - agree to have the control authority enforce the program if the contributing jurisdiction fails
  - delegate to a third party



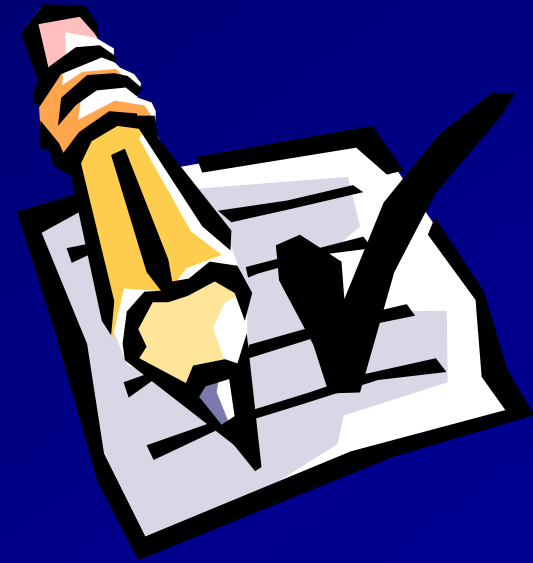
# Multijurisdictional Agreements

- Each party must develop and maintain legal authority to implement and enforce the program
- For each IU, some entity must have the responsibility to implement and enforce the program
  - Who is responsible?



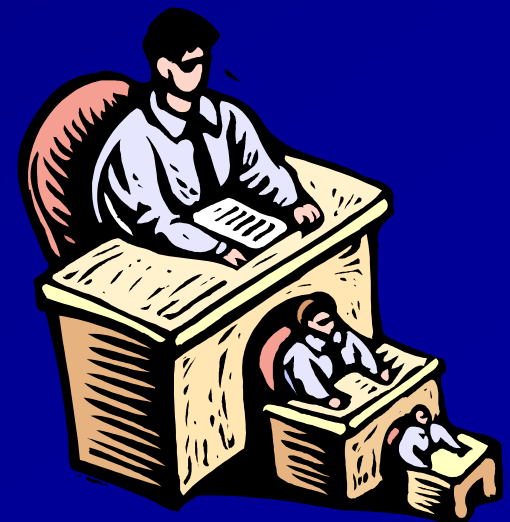
# Elements of a MJA

- Sewer Use Ordinance
- Local Limits
- Control Mechanism
- Transfer of Records
- Right of Entry/Inspection and Sampling
- Enforcement
- Remedies for Breach
- Residential Areas



# Delegation of Authority to CA

- Minimizes problems of administration
- CA acts as agent of jurisdictions
- Jurisdictions maintain adequate legal authority



# Jurisdictions Implement and Enforce

- Agreement details distribution of responsibility
- CA remains liable
- CA has “overfiling” ability
- CA could co-issue IU permits



# Common Deficiencies in Multijurisdictional Agreements

- Multijurisdictional agreements (MJAs) predate regulations
- Some MJAs are limited to:
  - capacity issues
  - fees
  - ownership & maintenance of lines
  - fiscal responsibility of future expansions
  - pollutant limits on total discharge
  - duration of MJA





# Obtaining Cooperation of Municipalities

- Revision of existing agreements
  - renegotiate
  - “changed conditions” provision
  - seek judicial reformation or invalidation
- Check with municipal attorneys



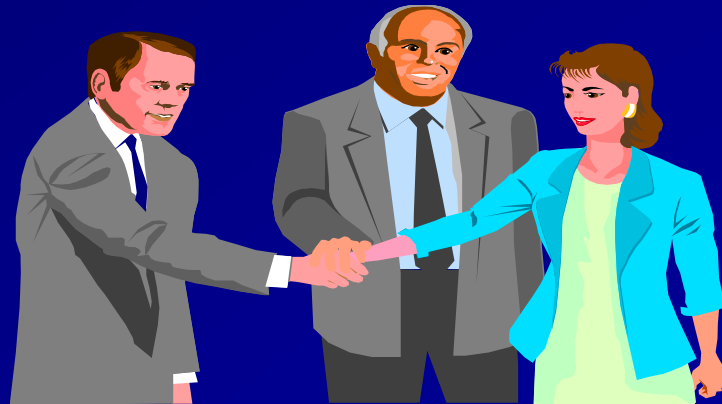
# Alternatives

- Limited Function Authority
  - Separately incorporated authority; similar to sewage district or authority
- Industrial User Contracts
  - Extrajurisdictional industrial user agrees to abide by all of the CA's pretreatment regulations.
    - Sewer Use Ordinance, industrial pretreatment permit conditions, right of entry, etc.
    - Not usually adequate - good for interim



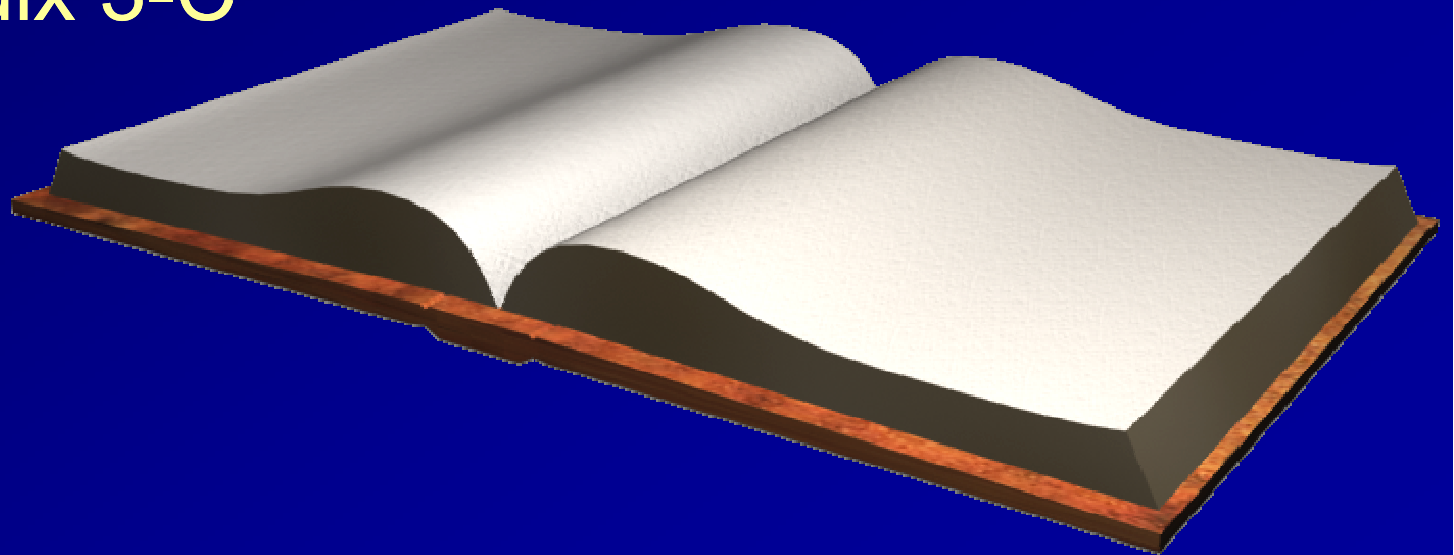
# Summary

- State law directly affects the need for MJAs
- Better to have an MJA if there is doubt
- Have the control authority implement the program
- Cooperate, cooperate, cooperate!!



# Resources

- *Multijurisdictional Pretreatment Programs Guidance Manual [EPA 832-B-94-05, June 1994]*
- *State of Florida Guidance Manual for Pretreatment Programs (July 2001)- Appendix 3-C*



# Multijurisdictional Agreements

Questions?

