

MEMORANDUM OF UNDERSTANDING
among
Charles County Maryland
the State of Maryland, and
the United States Environmental Protection Agency
Region III

Section I. General Policies

This Memorandum of Understanding (MOU) establishes policies, procedures, and responsibilities, and defines the manner by which the grant by the United States Environmental Protection Agency (USEPA) to the Charles County Commission (the Commissioners) will be overseen by the Maryland Department of the Environment (the MDE), within the USEPA/MDE delogation agreement. This grant was made to the County to develop, implement, and construct the project described in the Mattawoman Drainage Basin Wastewater Management Facilities Plan, located at Mason Springs, Charles County. The USEPA awarded \$3,829,980 for the Federal portion of the \$34,137,460 (est) total project cost.

Section II. Project Background

On January 17, 1989, the USEPA Region III issued a Finding of No Significant Impact (FONSI), indicating that implementing the project would not result in any significant primary environmental impacts. However, the FONSI was issued with reservations noted for a number of secondary impacts identified in the Environmental Assessment and in the supporting Section 201 facilities' plan. These issues were discussed in the Addendum to the assessment as

1. Protection of non-tidal wetlands,
2. Limitations on growth,
3. Land-use controls,
4. Protection of groundwater supplies,
5. Sedimentation/erosion control enforcement.

A work group representing the USEPA, the MDE, and the Charles and Prince Georges' county governments was convened to identify existing procedures, and to develop new measures which either would result in a mitigation plan, or define mutually acceptable options to avoid, or substantially ameliorate, these secondary impacts. These actions are discussed, hereafter, in detail, with specific responsibilities ascribed to each of the signatories, for implementation within a specified time period.

Section III. USEPA Responsibilities

A. General Conditions

1. The USEPA has granted Charles County funding for the Mattawoman project at \$3,829,980. This amount may be adjusted, depending on need, grant funds, and compliance with USEPA regulations.
2. The USEPA will continue to provide technical support and assistance to the MDE and to the County for the duration of the project.
3. The USEPA will ensure that the MDE and the County are fully informed and up-dated on legal and regulatory issues, technical guidances, and policies and procedures pertaining to project implementation.

4. The USEPA will oversee the MDE administration of this grant to the County, and, ensure compliance with all applicable Federal regulations. Any USEPA comments pertaining to this project will be submitted to the MDE by written correspondence.
5. The USEPA will recommend to the Charles and Prince George's county governments the development and implementation of an agreement to guide activities of mutual interest in the Mattawoman Basin. Further, the USEPA will recommend to Charles County that the County's agencies involved with environmental, planning, and growth issues meet with similar units of the Prince George's county government to review policies and to discuss issues of mutual environmental interest and concern.

B. Specific Conditions

1. The USEPA will ensure the timely grant payments for this project, as delineated in the USEPA/MDE Delegation Agreement (Agreement). Funds may be withheld if the County abrogates their agreed-to responsibilities, as noted hereafter. If, and when, the County fails to comply with a specific grant condition, yet complies with this agreement, payment may also be withheld.

This agreement will be abrogated if the proposed regulations or legislation are not promulgated within the agreed time-frame, and no satisfactory response is received by the USEPA. Abrogation will also occur if the County knowingly fails to enforce any regulations relevant to the issues of this MOU.

2. If the County abrogates this MOU, the USEPA will notify all responsible parties (including the County's offices for environmental, planning, and growth activities) within fifteen (15) calendar days of the fact, and cite the reasons for withholding further Federal payments until the situation is corrected. If no correction is forthcoming, or no response is received within thirty (30) calendar days of receipt of USEPA notification, the USEPA may take administrative steps to annul or unilaterally terminate the grant. If initiated, such action will be effective ninety (90) calendar days after receipt of USEPA notification.

Section IV. MDE Responsibilities

A. General Conditions

1. The MDE will comply with the provisions of the USEPA/MDE delegation agreement for the construction grants program through the completion of this project.
2. The MDE will fund the Mattawoman project site with \$2,263,170. This amount may be adjusted, depending on need, available grant funds, and compliance with existing federal and state regulations. The MDE will oversee the County's administration of the grant, and enforce compliance with all applicable State regulations.
3. The MDE will provide technical support and assistance to the County for the duration of construction, and through the administrative completion of this project.

4. The MDE will provide the USEPA, routinely or upon request, with any information required to adequately monitor this project through administrative completion.

B. Specific Conditions

1. The MDE agrees to develop, implement, seek compliance with, and enforce, those regulations which will avoid or mitigate the critical secondary environmental impacts identified in Section II.
2. The MDE will enforce all extant regulations in a timely fashion, and seek compliance of the County with those regulations. The MDE has regulatory responsibility for
 - a) sediment and erosion control policies, procedures, standards, and criteria;
 - b) water/wastewater resources to ensure the protection of existing limited groundwater supplies.

The State has proposed regulations for the protection of nontidal wetlands. Upon formal adoption of these regulations, the MDE will cooperate with the State Department of Natural Resources (MdDNR) to review the efforts of the County in complying with these provisions.

Section V. Charles County Responsibilities

A. General Conditions

1. The County will develop and maintain the legal, regulatory, and financial capability (including enacting any local regulations), and allocate the necessary resources to implement any, and all, aspects of the wastewater facilities' construction grants program within the County.
2. The County will ensure project compliance with all applicable Federal and State laws and regulations. Further, the County will administer the grant as proposed in the approved facilities plan, without any change other than for routine engineering modifications.
3. The County has funded the local share of the project at \$28,044,310. This amount may be adjusted, depending on need, available grant funds, and compliance with all applicable regulations. The USEPA portion is \$3,829,980, and State funding is \$2,263,170.
4. The County will maintain all records necessary for the management of this project, through administrative completion. The County may provide to the USEPA and to the MDE any, and all, information necessary to monitor the progress of the project. Finally, the County will allow the USEPA and the MDE access to any information required for the project review, audit, and closure.

B. Specific Conditions

1. The County will comply with Federal, State, and local regulations to mitigate any adverse environmental impacts from the implementation of this project. Further, the County will develop, implement, and enforce regulations, as needed, to avoid or mitigate critical environmental effects.

2. The County will comply with MDE/MdDNR regulations related to
 - a) sediment and erosion control;
 - b) water/wastewater resources,

If, and when, needed, the County will enact local ordinances at least as stringent as State regulations. The County will enforce those regulations during, and after, construction and administrative completion of the project.

3. The State enacted a nontidal wetlands' protection act, effective July 1, 1989. The County will review regulations promulgated in the act, and develop a strategy for compliance before December 31, 1990.
4. The County agrees to enact regulations in those areas without usual Federal and State jurisdiction, specifically
 - a) to plan and manage growth in the County, in accordance with the adopted Land Use Plan. The Plan may be periodically amended, as determined by the County, with appropriate notification of the other participants of the MOU,
 - b) to guide land-use activities in accordance with the adopted Water and Sewer and the adopted the County Comprehensive Plans.

Such regulations should be enacted before the administrative completion of the upgrading to the wastewater treatment facility. For timely compliance with this agreement, the County agrees to submit draft regulations to the USEPA and to the MDE for review and comment, when this material becomes available.

The County has enacted or proposed regulations in the following areas:

- a) limitations and control of growth - Comprehensive Plan, adopted in September 1990;
 - b) land use controls - revised Comprehensive Zoning Ordinance and maps, and revised Subdivision regulations are expected to be enacted by January 1992.
5. The County agrees to evaluate the feasibility and to provide, if consistent with County land-use and growth control policies, improved wastewater treatment services to residences in the Mattawoman drainage basin with inadequate septic systems. Further, the County will reserve flow capacity (0.6 mgd) at the Mattawoman WWTP until a suitable wastewater disposal solution is found for those residences.

Section VI. Agency Responsibilities

- A. To fulfill their respective responsibilities in this MOU, the parties will meet at 50% and 90% project completion (September 1990, and, March 1991) to review the general progress of the project, and the specific regulatory development in the respective agencies. The respective parties may also propose more frequent meetings to discuss issues relevant to this project, by written notification of all parties, at least thirty (30) days before the proposed meeting date.

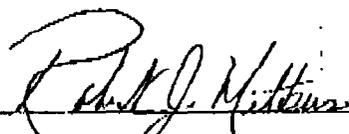
- B. If an amendment, rescision, or repeal of any statute, regulation, or legal authority extant at the time of this MOU, which has been incorporated either directly or by inference, shall occur, including action by Federal, State, or local court, the affected agency shall notify the other signatories within fifteen (15) calendar days of the event, along with the text of such revision.
- C. The signatories shall seek such legislation, adopt such regulations, and take such further appropriate actions to comply with the aforementioned regulations.

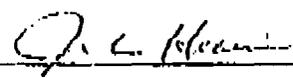
Section VII. Modifications

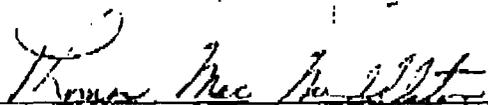
This MOU will be effective upon the execution by the signatories. It may be reviewed periodically by the signatories. Any one of those signatories may propose actions to modify the MOU. Proposals to modify should be made in writing to the signatories, allowing thirty (30) calendar days, after receipt, for review and comment.

Section VIII. Agreement

The parties have executed this agreement on the day and year noted hereafter:


 _____ 10/18/90
 Mr. William T. Wisniewski, Director Date
 Water Management Division, USEPA Region III


 _____ 10/27/90
 Mr. J. L. Hearn, Director Date
 Water Management Administration
 Maryland Department of the Environment


 _____ 10/24/90
 Thomas Mac Middleton, President Date
 Charles County Commissioners