JULY 2, 2002

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. ENVIRONMENTAL PROTECTION AGENCY
AND
THE U.S. DEPARTMENT OF THE ARMY

SUBJECT: Restoration of Degraded Urban Rivers

ARTICLE I – PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation between the U.S. Department of the Army (DA) and the U.S. Environmental Protection Agency (EPA) with respect to environmental remediation and restoration of degraded urban rivers and related resources in the United States. This MOU seeks to foster environmental quality to ensure the protection of public health, economic sustainability and community vitality. This MOU is being entered into for the purpose of coordinating remedial, water quality and environmental restoration activities under the Clean Water Act (CWA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and the various Water Resources Development Act (WRDA) authorities.

ARTICLE II - BACKGROUND

Many urban reaches of rivers in the United States suffer from contaminated sediments, degraded water quality, and lost habitat. These conditions adversely affect human health, as well as the ecological value of aquatic resources, and limit recreational and other economic uses. Coordination of the activities of the signatory agencies in addressing the problems of aquatic sediment contamination aims to significantly improve public health and the effectiveness of efforts to restore the use and enjoyment of these rivers.

The EPA addresses river sediment contamination through a variety of environmental programs in the Office of Solid Waste and Emergency Response (OSWER), and various

programs in the Office of Water (OW). Likewise, the U.S. Army Corps of Engineers (USACE) is involved with numerous river-related activities, including operation and maintenance of navigation channels and harbors, flood control, and ecosystem restoration. The U.S. Army Corps of Engineers is responsible for the safe, reliable and efficient waterborne transportation systems for the movement of commerce, national security purposes and recreation. The Corps is responsible for 25,000 miles of commercially navigable waterways and 299 deep draft harbors, many of which are located in urban areas.

The above programs can lead to remedial investigation/feasibility studies under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and USACE environmental reconnaissance and feasibility studies, including those for environmental dredging under the Water Resources Development Act (WRDA) as well as projects addressed by the EPA's Office of Water (OW) under the Clean Water Act, all focused on the same reaches of contaminated urban rivers. Thus, this MOU relates to cooperation between EPA's remediation and water quality activities and the USACE's environmental restoration, navigation and waterways maintenance activities.

ARTICLE III – SCOPE

In order to begin an evaluation of this urban rivers cooperative approach it is proposed that eight (8) demonstration pilot projects be announced and undertaken during the next 12 months. The pilot projects will include, but not be limited to, projects for water quality improvement, contaminated sediment removal and remediation and riparian habitat restoration. The EPA and the USACE agree to enter into watershed-specific agreements to coordinate remedial, water quality and environmental restoration activities under, but not limited to, the WRDA, CERCLA, RCRA, CWA and other related authorities at locations where such cooperative arrangements are agreed to be mutually beneficial. Under such watershed-specific coordination agreements, the agencies will conduct cooperative project planning and development processes that integrate environmental remediation authorities in WRDA, CERCLA and other legislation. These agreements will be carried out in conjunction with other appropriate federal, state, tribal and local environmental agencies, to identify and implement projects to protect public health, remediate and restore urban rivers in the interest of ecological restoration and economic revitalization. These agreements shall reference this MOU.

The signatory agencies agree that all requirements of the applicable statutes, including WRDA, CERCLA, RCRA, CWA and their implementing regulations, will be met in projects carried out under this MOU. In addition to demonstration projects designated under this MOU,

EPA and USACE will strive for cooperative interagency efforts at other appropriate sites for the purpose of protection of public health and the environment, and ensuring economic sustainability. Project or activity leads will be determined during development of watershed-specific agreements.

The activities contemplated in this agreement will be carried out in accordance with existing statutory authorities and nothing in this agreement will, in any way, alter the specific statutory or regulatory authorities or responsibilities assigned to the EPA or the USACE, or alter existing statutory roles and responsibilities of other agencies, or statutory requirements. This agreement establishes a mechanism of cooperation and coordination, and expresses the intent of the signatory agencies to work together to resolve any conflicts using, as appropriate, consensus building and collaborative decision-making to find common ground and identify practical solutions. Success of this agreement will be evidenced by the efficient accomplishment of each agency's statutory requirements within areas of mutual concern in a timely manner and by minimizing misunderstandings, and duplication of effort.

ARTICLE IV - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the USACE and the EPA, each party will appoint a Headquarters Agency Representative to serve as its central point of contact on matters relating to this MOU. As watershed specific agreements are created for the demonstration and/or pilot projects, additional representatives may also be appointed to serve as points of contact. Headquarters Representatives are responsible for reviewing reports from Agency Regional Representatives appointed under watershed-specific agreements and elevating any deviations from schedules or other problems to the signatories of this MOU.

ARTICLE V - QUALIFICATIONS AND LIMITATIONS

This document is neither a fiscal nor a funds obligation document, nor does it supplement either agency's existing statutory authorities. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be set forth in an Interagency Agreement (IAG).

ARTICLE VI - AMENDMENT AND TERMINATION

This MOU will have an end date of June 2004. This MOU may be modified, amended or renewed only by written, mutual agreement of the parties. Either party may terminate this MOU prior to June 2004 by providing written notice to the other party. The termination will be effective upon the sixtieth calendar day following notice, unless a later date is set forth.

ARTICLE VII - EFFECTIVE DATE

This MOU will become effective when approved by the indicated signatories for the U.S. Environmental Protection Agency and U.S. Department of the Army.

APPROVED:

R. L. BROWNLEE
Acting Assistant Secretary
of the Army (Civil Works)
U.S. Department of the Army

July 2, 2002
Date

MARIANNE LAMONT HORINKO
Assistant Administrator, Office of Solid
Waste and Emergency Response
U.S. Environmental Protection Agency

July 2, 2002
Date

BENJAMIN GRUMBLES
Deputy Assistant Administrator, Office of Water
U.S. Environmental Protection Agency

July 2, 2002
Date