

Memorandum of Understanding (MOU)
between the
Georgia Department of Human Resources, Division of Public Health
and the
Georgia Department of Natural Resources, Environmental Protection Division

- 1) **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to:
 - a) Establish a process for the formal recognition by local county boards of health (Health Department) of an inspection and permitting of a truck under EPD Rule 391-3-6-.24 by a local governing authority;
 - b) Protect the public health and welfare of the citizens of Georgia;
 - c) Protect the water resources of the State of Georgia and ensure proper waste transport and disposal; and
 - d) Facilitate efficient and effective government function and actions.

- 2) **BACKGROUND:**
 - a) In 1994, the Department of Human Resources (DHR), Division of Public Health and the Department of Natural Resources (DNR), Environmental Protection Division entered into a memorandum of understanding that designated the DHR, Division of Public Health as the agency responsible for regulating the disposal of domestic septage in Georgia.

 - b) In 1997, the Department of Human Resources adopted rules and regulations for on-site sewage management systems. These regulations require companies involved in the removal, transport, and disposal of domestic septage to obtain a septage removal and disposal permit from the county board of health. This regulation requires the vehicle used for removal and transport of domestic septage to be inspected by the county board of health.

 - c) In 2004, as required by O.C.G.A. 12-15-22, the Department of Natural Resources, Environmental Protection Division adopted regulations governing commercial waste (grease) haulers. These regulations, as required by O.C.G.A 12-15-21 (3) require companies involved in the removal, transport and disposal of commercial waste (grease) to obtain a commercial waste hauler permit from a local governing authority. This regulation requires the vehicle removing and transporting the commercial waste to be inspected by a local governing authority.

 - d) Because there are instances where the same vehicle is used for the removal, transport and disposal of both domestic septage and commercial waste, an agreement is needed whereby county boards of health and local governing authorities are not required to duplicate inspection of the same vehicle.

- 3) **AGREEMENT:**
 - a) Transporters whose trucks pump only septage shall obtain a septage removal and disposal permit from a local county health department.

 - b) Transporters whose trucks pump only commercial wastes shall obtain a commercial waste transporter permit from a local governing authority as required by 391-3-6-.24 (5) (b).

 - c) Transporters, whose trucks pump both commercial wastes and septage, shall have those trucks inspected and permitted by a local governing authority as required by 391-3-6-.24 (5) (b). The transporters may provide the health department with a current copy of a commercial waste vehicle inspection report and a copy of the commercial waste transporter permit to meet the vehicle inspection requirement of the DHR Rules for issuance of a septage removal and disposal permit under 290-5-26-.11 (1).

- d) The health department, upon receiving a copy of a commercial waste vehicle inspection report and the commercial waste transporter permit issued by a local governing authority, may waive the inspection fee when issuing the septage removal and disposal permit. The septage removal and disposal permit shall include a condition that the truck cannot contain both septage and commercial wastes (commingling) at the same time and that the truck must manifest the pumping and disposal of each load of septage.

4) PERIOD OF AGREEMENT, REVISION OR TERMINATION:

- a) This MOU is effective upon signature by both parties, and shall remain in force for four (4) years, at the end of which time a reevaluation of the need of the agreement will be conducted by both parties and renewed or revised if necessary. This MOU may be amended by written agreement of both parties at any time prior to its expiration or termination. The parties shall seek to resolve any disputes concerning this MOU through good faith discussion.
- b) The MOU may be terminated at any time upon sixty days written notice by either party to the other.

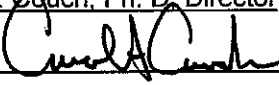
NAME AND ADDRESS OF PARTICIPANTS:

Division of Public Health
Two Peachtree Street, NW
Atlanta, Georgia 30303-3186
DHR Contact Person: Scott A. Uhlich
Phone: 404/657-6534

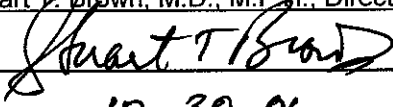
Georgia Environmental Protection Division
Suite 1152, Floyd Towers East
205 Butler Street, SE
Atlanta, GA 30334
EPD Contact Person: Ernest U. Earn
Phone: 404/675-1619

The appropriate person in DNR and DHR by their signature agrees to the terms of this MOU.

ACCEPTED FOR THE DNR, ENVIRONMENTAL PROTECTION DIVISION

BY: Carol A. Couch, Ph. D. Director
Signature: 
Date: 11/18/06

ACCEPTED FOR THE DHR, DIVISION OF PUBLIC HEALTH

BY: Stuart T. Brown, M.D., M.P.H., Director
Signature: 
Date: 10-30-06