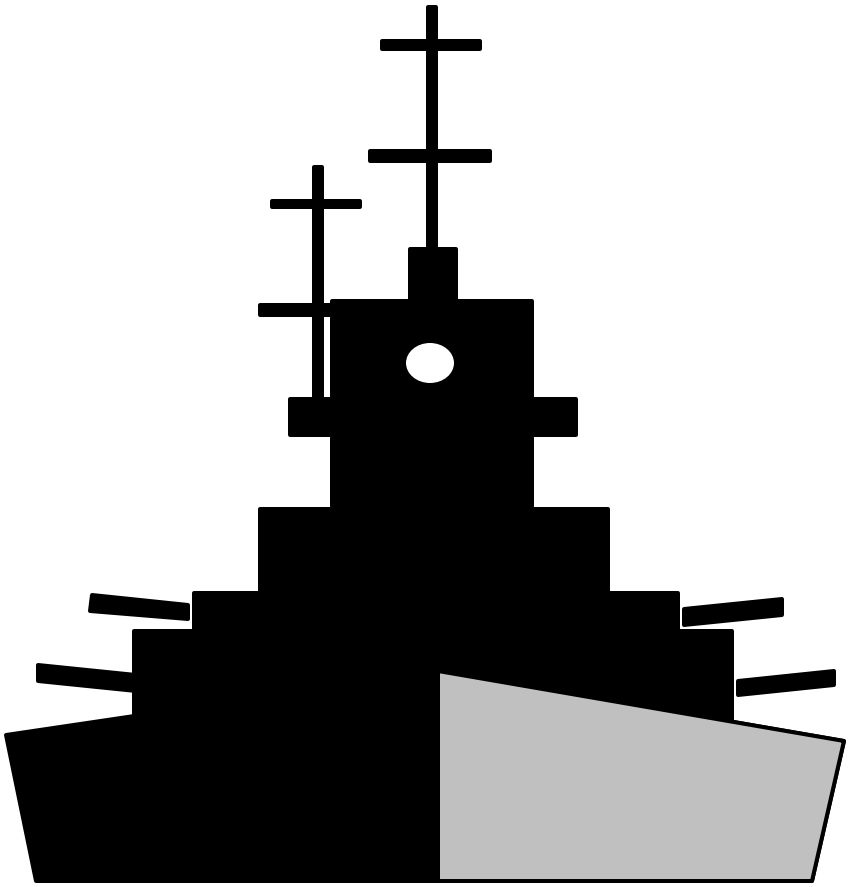
April 25, 2000

NAVAL STATION MAYPORT

PROJECT XL

FINAL PROJECT AGREEMENT



April 25, 2000

Table of Contents

List of Appendices

April 25, 2000

April 25, 2000

Naval Station Mayport

Project XL
Final Project Agreement

Introduction

The U.S. Environmental Protection Agency (EPA) created Project XL, which stands for *eXcellence and Leadership,* to give companies, communities, state and local agencies, federal facilities, and even industrial sectors, the opportunity to propose cleaner, cheaper, and smarter ways of protecting the environment. Project XL provides real world tests of these innovative strategies. EPA will, after careful evaluation of the project, replace or modify regulatory requirements, policies or procedures if it is determined that the XL project will produce superior environmental benefits and promote accountability to the public.

Federal government institutions face the same environmental regulatory responsibilities that private-sector industries are required to meet. These institutions have many opportunities to experiment and test new innovative mechanisms. For example, the Department of Defense (DoD), has been an active participant in environmental reinvention pilot projects. In 1995, a Memorandum of Agreement (MOA) between EPA and DoD was initiated to provide a framework for the development of regulatory reinvention pilot projects at DoD facilities. This program is commonly known as ENVVEST (for *Env*ironmental Rein*vest*ment). The experience and lessons learned from ENVVEST will assist EPA in redesigning its current regulatory and policy-setting approaches. This initiative also offers DoD facilities a tremendous opportunity to think "outside the box" of the current system and to find solutions to obstacles that limit environmental performance. DoD and EPA outlined the ENVVEST agreement to reflect Project XL requirements. Naval Station (NS) Mayport was selected for ENVVEST because of the environmental leadership and innovation it has demonstrated in the past. To simplify, the term "Project XL" will be used throughout the document, and should be construed as synonymous with "ENVVEST."

What is the Final Project Agreement?

This Final Project Agreement (Agreement) describes the intentions of EPA, NS Mayport, the Jacksonville District of the U.S. Army Corps of Engineers (COE), the Florida Department of Environmental Protection (DEP), and the City of Jacksonville (Jacksonville) related to development and implementation of this Project.

The Agreement will be available for a thirty-day (30) public comment period. Comments received on the Agreement during that period and EPA responses will be included in Appendix B. Like all Project XL Agreements, the Agreement itself is not legally binding.

Why Project XL?

Project XL was identified as the best mechanism for developing an innovative Project involving EPA, NS Mayport, COE, Florida DEP, and Jacksonville. Project XL provides a mechanism for the Parties to explore flexibility in synchronizing and streamlining NS Mayport's required maintenance dredging and ocean disposal permits, while also ensuring a superior environmental outcome. Additionally, NS Mayport, through the unique aspects of the ENVVEST initiative with EPA, should be able to reprogram some of its funds to further pursue pollution prevention.

What is the Flexibility to be Granted?

The COE regulations state that permits issued for the transport of dredged material for the purpose of disposing in ocean waters will not exceed three (3) years. These regulations, however, allow the COE district engineer to grant permit extensions. Though the regulations allow extensions, EPA Region 4 and the Jacksonville District of the COE do not have procedures for such extensions. This Project establishes procedures for EPA Region 4 and the Jacksonville District of the COE by proposing a five-year (5) permit sequence, consisting of a three-year (3) permit with a two-year (2) permit extension when appropriate.

Why Is this Flexibility Appropriate?

EPA, COE, Florida DEP, and Jacksonville believe the flexibility described above is appropriate for this Project. All Parties' intentions are to grant flexibility to this Project as a result of the combination of unique elements listed below.

1. This Project offers an opportunity to explore a partnership between EPA, NS Mayport, COE, Florida DEP and Jacksonville. This unique partnership allows all the Project participants to improve human health, the environment, and marine habitat. Specifically:

    A. Through the ENVVEST program, savings from the streamlining process and the reduction in paperwork from synchronized or extended permits would allow for the reprogramming of funds to implement this proposal.

    B. Florida DEP is particularly interested in the creation of artificial reef material from dredged material and the practical application of performance measures derived from its outcome-oriented management system.

2. NS Mayport will restrict reef placement to outside the endangered Northern Right Whales (NRWs) calving season and will reduce and eventually eliminate the dredged material disposal vessel transits across the critical habitat.

3. Implementation of the Project will demonstrate NS Mayport's and the regulatory community's understanding and pro-active approach to responding to community concerns by: (1) eliminating trips for ocean disposal to protect the NRWs habitat, (2) creating an offshore reef habitat to benefit the local recreational fishing communities who already use NS Mayport's surrounding waters for pleasure and business; and (3) protecting and improving the natural resources and associated fisheries in the area (the number two issue/concern identified during NS Mayport's community interviews for this Project).

4. Another potential benefit of this Project is the reduction in material that will have to be landfilled by Jacksonville's Electric Authority. Since NS Mayport is planning on testing and potentially using the flyash in the solidification process for construction blocks, the electric authority will be able to reduce the cost of disposal of this material. Using flyash will also reduce the raw materials, such as cement and aggregate, needed for the production of the construction blocks.

5. The pollution prevention portion of this Project will be demonstrated through the minimization and eventual elimination of the ocean disposal of dredged material. The need for ocean disposal at NS Mayport only arose in the last few years when both holding sites reached capacity. It took more than thirty years for the holding sites to reach capacity. By establishing a procedure and a cycle for utilization of one containment cell for reuse projects and the other cell for dredging events, it is anticipated that this will allow NS Mayport an indefinite time frame during which the sites can be used in perpetuity without reaching capacity.

6. The disposal of dredged material is a Navy-wide and nationwide issue and therefore the final results of this Project may have a high degree of transferability and savings beyond just NS Mayport. While total elimination of ocean disposal may not be possible at all similar locations, there is a transferable potential for a decrease in the frequency of ocean disposal of dredged material.

April 25, 2000

I. PARTIES

The Parties to this Final Project XL Agreement are EPA, NS Mayport, COE, the Florida DEP, and Jacksonville.

II. PURPOSE OF THE FINAL PROJECT AGREEMENT

Project XL is a pilot program to test new approaches for meeting environmental goals and responsibilities. This site-specific Agreement will allow EPA to gather data and evaluate experiences that will inform Agency decision making as we consider ways to improve the current regulatory system. As with all XL Projects, the opportunities granted in connection with this Agreement, in and of itself, establish no precedent with regard to other projects.

The Parties enter into this Agreement to accomplish five principal purposes. They are:

- To describe how NS Mayport intends to attain measurable Superior Environmental Performance (SEP) and to describe related commitments made by NS Mayport.
- To describe EPA and COE commitments regarding the flexibility needed by NS Mayport to accomplish the SEP described in this Agreement.
- To identify the procedures, processes and approvals necessary to allow this Project to go forward.
- To state that the Parties do not intend to create legal rights or obligations by this Agreement
- To describe rules, permits, or other mechanisms by which EPA, COE, Florida DEP and Jacksonville intend to implement the provisions described in this Agreement.

III. OVERVIEW OF THE PROJECT

A. The Project and its Purpose

To maintain adequate depths for naval ships, NS Mayport must dredge 600,000 cubic yards of sediment every 18-24 months from the entrance channel of the St. Johns River and

the facility's turning basin[1]. NS Mayport plans on using this excess dredged material as the foundation for the production of construction blocks and artificial reef material. Initially, the dredged material for construction of the building blocks and the artificial reef material will be derived from two existing upland holding sites. In the future, the dredged material will come (either directly or indirectly through temporary storage at the upland holding sites) from the facility's maintenance dredging projects thereby eliminating the need for ocean disposal of this material. Additionally, NS Mayport is considering use of excess flyash produced by Jacksonville's electrical generating plant as a solidification material for the construction blocks. No flyash will be used to make materials for artificial reefs.

Through Project XL, NS Mayport is asking EPA to participate in a partnership with COE, Florida DEP, Jacksonville and interested Stakeholders to streamline the dredging and ocean disposal permitting process by synchronizing the permit cycles. Savings from the streamlining process and the reduction in paperwork from longer permits would be invested in the beneficial reuse Project.

Potential environmental benefits of this Project include:

- decreasing and eventually eliminating the need for ocean disposal of NS Mayport's maintenance dredged material;
- beneficial reuse through the production of construction blocks and artificial reefs of material now contained in NS Mayport's two upland disposal sites;
- creation of new reef habitat by use of the artificial reef material;
- reducing the potential for adverse impact to the population of the Northern Right Whales (NRWs) by reducing the number of transects across its migration pathways and calving grounds due to ocean disposal;
- reducing the potential for adverse impacts to water quality and benthic communities due to ocean disposal;
- creating the potential for reduction in the waste streams associated with disposal of flyash and the mining of the brick-making clay; and,
- reducing the amount of raw materials, such as cement and aggregate, necessary for making concrete.

B. Description of Facility and Local Area

The NS Mayport installation encompasses more than 3,400 acres, can accommodate up to 34 ships, and is home-port for more than 14,000 sailors and civilians making it the third

[1] The NS Mayport turning basin is where the ships are anchored.

largest fleet concentration in the United States. NS Mayport serves more than 70 tenant commands, detachments and organizations, as well as nearly 50,000 family members and retirees who live locally. Major tenants include three battle group staffs, 21 ships and five helicopter squadrons. It also provides complete aviation maintenance services, as well as full berthing/hotel services for ships. Other services include security, family services, housing, civil engineering, recreation, childcare, supply, religious support, information systems and fire and rescue response.

NS Mayport is one of Jacksonville's largest employers with an economic impact exceeding $1.03 billion annually. The installation is situated on the northern end of a peninsula bounded by the Atlantic Ocean to the east, the St. Johns River to the north, and the Intracoastal Waterway to the west. Except for the small Town of Mayport to the west of the installation, NS Mayport occupies the entire peninsula. NS Mayport has nearly a full mile of beachfront, 4.5 miles of river shoreline, and almost half of the 3,400 acres is classified as wetlands, brackish marshlands, or beaches. The Navy shares the area with numerous animal species including manatees, ospreys, sea turtles, and Northern Right Whales.

Designated by Chief of Naval Operations (CNO) in 1994 as the East Coast Navy Environmental Leadership Program (NELP) base, NS Mayport is charged with leading the Navy into the 21st century by developing innovative technologies and state-of-the-art management practices to protect the environment and natural resources. NS Mayport exports its NELP "lessons learned" throughout the Navy, DoD and private sector. NS Mayport is proud to be on the cutting edge of environmental technology implementation and setting the standard for all Navy installations. For example:

1) NS Mayport's goal of moving beyond compliance into conservation is manifested in its Model Shore Intermediate Maintenance Activity (SIMA) and Prototype Pollution Prevention (P2) Plan. Based on compliance through P2 and sound business practices, this P2 Plan will become the model for the Navy. Through P2 efforts, NS Mayport was able to reduce hazardous and nonhazardous waste costs by 20% over the last two years.

2) NS Mayport established the Navy's first fully centralized Hazardous Material Minimization (HAZMIN) Program. During the last two years of operation this program has saved more than $873,000. The program incorporates all of NS Mayport's afloat and ashore commands. The HAZMIN Program bar codes the hazardous material containers and only issues the exact amount needed for a particular job. When the work is completed, HAZMIN requires that the unused portion be returned. This process avoids a lengthy cleanup of hazardous material

(HAZMAT) storage lockers previously filled with large quantities of materials. Usable returned HAZMAT is then issued as "Free Issue" material throughout the base resulting in new material cost avoidance and reduced waste disposal costs. The HAZMIN Program reduces the number of personnel dedicated to managing HAZMAT, eliminates HAZMAT shelf-life expiration, provides one hour delivery, improved hazardous material tracking, and provides for safer work centers.

3) NS Mayport implemented a Facility Response Training Team consisting of personnel from Harbor Operations, Fire Department, and Public Works Office. They are further supported by a Spill Management Training Team that includes the Response Team as well as representatives from Public Works Center, Resource Management, Public Affairs, and Legal. The Response Team is dedicated to training personnel to more effectively respond to oil spills. The Spill Management Team reviews the training exercises, evaluates the successes and failures, and recommends ways to improve. These routine training sessions and unannounced exercises are conducted to keep the response team at peak performance.

4) A new state-of-the-art educational tool, Computer Based Training (CBT), is now available on the Arleigh Burke class destroyer USS CARNEY at NS Mayport. Additionally, this tool is available for the FFG, CG, and DD class of ships and will soon be available for the aircraft carrier USS JOHN F. KENNEDY. CBT utilizes CD-ROM training to provide an interactive, self-paced program for personnel involved with shipboard fueling. The implementation of this new training tool is the direct result of the NS Mayport Oil Spill Prevention Quality Management Board's (QMB) efforts in tracking the frequency of shipboard oil spills and identifying the need for more effective training techniques. The QMB documented that supplementing the traditional instructional methods with CBT greatly enhanced a sailor's knowledge of refueling/defueling cycles and improved awareness. To validate that fact, the QMB noted that there were no spills attributed to the USS CARNEY during the three years she has been homeported at NS Mayport.

5) NS Mayport took a regional leadership role and identified a need for a mobile Fire Fighting Trainer to eliminate open-pit training burns at other bases in our region. It evaluated, modified and purchased a propane-fired aircraft fire fighting trainer system that will be available in Fiscal Year (FY) 2000 to all facilities in the Southeast.

6) NS Mayport's Commanding Officer has made revitalization of the facility's 22-acre man-made lake a priority. Under a partnership established with the Florida Fish

and Wildlife Conservation Commission (FFWCC) and Jacksonville, Lake Wonderwood was stocked with approximately 4000 fingerling channel catfish. In addition, the FFWCC provided two automatic solar powered catfish feeders. Current plans include utilization of this new recreational area for community events, school field trips and scouting organization outings.

7) Design is complete for a water conservation project that will use the facility's 22-acre freshwater lake to provide irrigation for the golf course and beach dune area. Currently, golf course irrigation is supplied via a 750' deep well; this project will replace use of the well except in drought periods. As part of beach re-nourishment projects, NS Mayport will plant native vegetation in the dunes area and supply water to the area to supplement naturally occurring precipitation in the critical early stages of plant development. Construction will begin in mid FY 2000.

In recognition of the leadership role that NS Mayport plays, it was awarded the 1997, 1998 and 1999 Chief of Naval Operation's Pollution Prevention Award for Non-Industrial Installations and the 1998 Environmental Quality Award. NS Mayport also received a 1998 Superior Achievement Award from the Secretary of Navy (SECNAV) for both of these categories and the SECNAV runner-up award in the Pollution Prevention category in 1999.

IV. STAKEHOLDER INVOLVEMENT PROCESS

The Stakeholder Involvement Plan (SIP), Appendix A, for this Project, is intended to supplement previous activities and describe the basic method by which additional input can continue to be solicited and received throughout the duration of the Project. Stakeholder input and community goals have been and will continue to be considered throughout implementation of the Project. NS Mayport will maintain and update the SIP to provide for continued Stakeholder involvement over the duration of this XL Project.

V. DETAILED DESCRIPTION OF NS MAYPORT'S PROJECT

To maintain adequate depths for naval ships, NS Mayport must dredge 600,000 cubic yards of sediment every 18-24 months from the entrance channel of the St. Johns River and the facility's turning basin. Historically, this dredged material was stored in two upland holding sites. Space in these holding sites was eventually exhausted and ocean disposal of the dredged material has been required since 1993. In an effort to eliminate ocean disposal, NS Mayport is proposing to investigate and

demonstrate the beneficial reuse of dredged material by using it to produce construction blocks and artificial reef material.

EPA and COE share responsibility for managing ocean disposal of dredged materials in Federal waters under the Marine Protection, Research, and Sanctuaries Act (MPRSA). Management is exercised primarily through two activities: designation of sites for ocean disposal and the issuance of permits for the disposal of dredged material. Site designation has two primary purposes -- sites are selected that minimize adverse environmental effects and minimize the interference of disposal with other activities in the marine environment. A permit is also required for ocean disposal. Permits regulate the times, rates, and method of disposal and quantities and types of material. Permits are issued when the Ocean Dumping Criteria (ODC) have been met. EPA Regional Administrators have the authority to designate sites. Permits for disposing of dredged material into ocean waters, however, are issued by the COE, subject to EPA concurrence.

NS Mayport's existing COE permit for ocean disposal requires re-issuance every three years. This permitting process takes about one year and, as stipulated by Section 103 of the MPRSA and EPA's ODC, may require extensive and costly chemical, biological, and physical analyses of sediment samples from the NS Mayport turning basin. The COE reviews the studies and the history of operations in the turning basin as part of the permit review process but EPA must concur that the ODC have been met prior to the issuance of a permit allowing ocean disposal. Both the EPA approval and the COE's ocean disposal permit expire concurrently in January of 2002. The other dredge maintenance permits and their schedules are: (1) Florida DEP permit 161862189, expiration date is October 21, 2001, and (2) COE's permit 199004179 (IP-RP), expiration date is September 25, 2001.

Initially the dredged material for production of the construction blocks and the artificial reef material will be derived from the two existing upland holding sites. Until this source has been depleted, NS Mayport will be required to continue ocean disposal of its maintenance dredged material. After clearing one of these holding sites, NS Mayport will use the cleared site for temporary storage of future dredged material until the material is manufactured into construction blocks or artificial reef material. The interim use of these upland holding sites will ultimately eliminate the need for ocean disposal of dredged material. The requirement for mixing the dredged material with a solidification material offers NS Mayport the opportunity to seek out a partnership with the Jacksonville Electric Authority (JEA), which operates Jacksonville's electrical generating plant, in an effort to utilize the excess flyash produced by their coal-fired generating plant in lieu of landfilling this flyash on JEA property.

Through Project XL, NS Mayport is asking EPA to participate in a partnership with COE, Florida DEP, Jacksonville and interested Stakeholders to streamline the dredging and ocean disposal permitting process by synchronizing the permit cycles. As mentioned above, NS Mayport is currently

required to obtain three permits, with three different time-lines, to dredge and dispose of its maintenance dredged material. This creates a confusing process during the permit's renewal and public comment periods. Savings from the streamlined process and the reduction in paperwork from synchronized permits will be reinvested in the beneficial reuse Project. Other partnerships with local community Stakeholders are also being pursued in an effort to provide construction blocks for community enhancement projects.

The implementation of the Project will be accomplished in three phases.

1. The first phase will consist of collecting samples of the dredged material from the two upland disposal sites. The samples will be taken at several locations and varying depths within the disposal sites. These samples will be tested for physical properties to ensure they meet all federal, state, and local building requirements. Analysis will also be conducted for leaching of any contaminants by the Toxic Characteristic Leaching Procedure (TCLP) method. If NS Mayport and COE decide to use flyash as a solidification material in the construction blocks, the flyash will be sampled and tested in accordance with the current applicable regulations at the facility producing the flyash. The flyash will also be evaluated for any physical or chemical properties which may impact the quality, strength or longevity of the construction blocks.

2. The second phase will be based on market research of a cost and benefits analysis to support long term commercial and/or public uses of materials from the Project.

3. The third phase will consist of evaluating the need and cost effectiveness of mobilizing portable equipment to manufacture products at or near the upland disposal site. The time and quantity of the demonstration Project will be based on a specific pre-approved plan.

A. Construction Blocks

The Project's construction blocks will meet all required building codes. These codes are set by such organizations as the American Society for the Testing and Materials (ASTM), the American National Standards Institute (ANSI), and various governments (city, county, and state).

Use of the flyash in the construction blocks will be at the discretion of NS Mayport and COE. This discretion will take into account and require compliance with all applicable regulations governing the use of flyash in construction materials. No flyash will be used to make materials for artificial reefs.

Any flyash used for the manufacturer of construction materials will be sampled and tested in accordance with the current applicable regulations. These tests will be conducted by the facility producing the flyash. Periodically, independent samples will be collected to validate the facility's test results. The flyash will also be evaluated for any physical or chemical properties which may impact the quality, strength or longevity of the construction blocks. Material failing to meet minimum requirements for structural and chemical stability, as well as safety and environmental requirements, will not be used. The result of this testing will be maintained for a period of three years by the Navy at NS Mayport and will be available for inspection upon reasonable notice.

The construction blocks are expected to be useful in numerous applications. This list, however, cannot be finalized until a contractor has been selected. Some of the applications include:

- housing (low-cost housing, private homes, luxury residences),
- commercial buildings (shopping complexes, offices, warehouses, industrial buildings, storage facilities, pavers/soil stabilization blocks),
- recreation facilities (sports complexes, parks, playgrounds, swimming pools),
- entertainment venues
- schools, prisons and military/defense fortifications,
- walls (soundproof barrier walls, security walls, highway dividers & buttresses, flood control walls, waste containment walls, coastal erosion embankments/sea walls), and
- cisterns, septic systems, cesspools, dry wells, dams, dikes, berms, aquiculture farming.

B. Artificial Reef Material

NS Mayport will also manufacturer concrete material produced from dredge material, which is intended to be dedicated to the development of artificial reefs as determined by appropriate Florida state agencies. No flyash will be used during any part of the manufacturing process for artificial reefs. Artificial reefs are proven effective tools that augment and enhance recreational opportunities (fishing and diving). Thus, social benefits (as expressed in local population preferences for increased fishing opportunities) will result from artificial reef deployment. Ensuring that artificial reefs provide ecological or environmental benefits (e.g., increased production or bio-diversity of the local coastal ecosystem) will require careful planning, design, and evaluation. It is well documented that any enhancement of fish populations by artificial reefs is offset by high harvest at heavily used recreational fishing reefs. Thus, it may be that social use benefits and benefits to fish populations may be best accomplished by an artificial reef program that incorporates both artificial reefs for recreational

fishing and separate "reserve" or "sanctuary" reefs where harvest is prohibited. This approach could also minimize potential user conflicts between recreational diving and angling constituencies.

Design considerations for artificial reef construction, including the configuration of the cast material (i.e., shape, size, and spacing of the reef units), location, timing and configuration of deployment, and pre/post deployment survey and evaluation will be conducted by NS Mayport with the appropriate federal, state and local agencies. This cooperative approach will ensure that the artificial reef project will supplement local reef habitats, while minimizing (or eliminating) the potential for collateral damage (e.g., subsequent instability of the reef structures, deployment impacts to existing organisms and habitats). For example, for offshore sites ranging from one (1) to sixty (60) miles seaward from mean sea-level, reef locations could be arranged at a variety of sites depending on the time of year and potential impacts to species. Artificial reefs will be sited and constructed, and subsequently monitored and managed, consistent with the National Fishing Enhancement Act of 1984, where applicable. General guidance on artificial reef purpose, siting, and design are available in the draft Florida Artificial Reef Development Plan (1992) and the Atlantic and Gulf States Marine Fisheries Commissions Proposed Amendments to the National Artificial Reef Plan (1998). Additional input from local ecologists and anglers will be utilized in the development of a NS Mayport Artificial Reef Work Plan (ARWP), which will specify the goals, design, location, and evaluation approaches. The ARWP will also include the specifics of physical, chemical and biological testing requirements for the artificial reef and the reef material components. The artificial reef materials will be tested (i.e., toxicity and bioaccumulation tests) to assure that they do not have unacceptable effects on fish, wildlife, shellfish, or recreation.

In order to assure that the ARWP meets all applicable regulations and requirements, a team consisting of, at a minimum, representatives from EPA, NS Mayport, COE, Florida DEP, the National Marine Fisheries Service, and the Florida Fish and Wildlife Conservation Commission will be established. Subject matter experts and interested stakeholders will also be included, as appropriate. The draft plan will be made available for public review and comment prior to finalization.

C. Revised Permits

In order for NS Mayport to dredge its entrance channel and turning basin and dispose of the material in the ocean it is required to obtain three permits. From COE, it is required to obtain two permits: (1) a Rivers and Harbors Act Section 10 permit (Section 10 Permit) for the dredging and, (2) an MPRSA Section 103 permit (Section 103 Permit) for the disposal. NS Mayport is also required to obtain from Florida DEP an Environmental Resource Permit (ERP) and any associated Sovereign Submerged Land authorizations.

Before COE can issue a Section 10 Permit, it must first obtain from Florida DEP a Clean Water Act Section 401 Water Quality Certification (WQC) and a Coastal Zone Management (CZM) consistency determination. The issuance of an ERP by Florida DEP satisfies the WQC and CZM requirements. The COE must then make a determination that the Project is not contrary to the public interest.

The Florida DEP issues its ERP after determining that the Project will not violate the State's WQC and is consistent with the CZM. For maintenance dredging permits, water quality and sediment data are used to make these determinations.

Before COE can issue a Section 103 Permit, it must first evaluate the proposed dredged material to determine whether the proposed ocean disposal will unreasonably degrade or endanger human health, welfare, amenities, or the marine environment, ecological systems or economic potentialities by applying the ODC established by the Administrator of the EPA pursuant to the MPRSA. In addition, prior to issuing the permit, COE must obtain, in writing, concurrence from the EPA Regional Administrator that the proposed ocean disposal will comply with the ODC.

Section 104(a) of the MPRSA limits the duration of an ocean disposal permit to seven years. Further, under COE regulations, Section 10 permits for maintenance dredging have a maximum duration of 10 years and Section 103 permits have a maximum duration of three years. ERPs have no maximum duration and are typically issued for five years, but can be issued for longer periods to coincide with COE permits. A substantial amount of dredged material quality data (physical, chemical and biological) can be required in order to make the WQC, CZM, and ODC compliance determinations. NS Mayport has requested flexibility in adjusting the lengths of its permits in order to synchronize permit durations and combine the testing and evaluation requirements of the WQC, CZM and ODC.

NS Mayport's current Section 10 Permit expires in September 2001, its Section 103 Permit expires in January 2002 and its ERP expires in October 2001. Under Project XL, a new Section 10 Permit, Section 103 Permit and ERP will be issued concurrently in 2001. The Section 10 Permit and ERP will have a duration of ten years and the Section 103 Permit will have a duration of five years (three-year original plus a two-year extension). Permit sequences are described in Table V.C.1 below.

Table V.C.1: Permit Sequences

Year	Permit Issued
2001	Section 10; ERP; Section 103

Year	Permit Issued
2004	Section 103 Extension
2006	Section 103
2009	Section 103 Extension
2011	Section 10; ERP; Section 103

A 103 Evaluation will be prepared by COE prior to consideration of the issuance of a Section 103 Permit. Additionally, NS Mayport and COE will follow the guidance provided in the EPA/COE testing manual, Evaluation of Dredged Material Proposed for Ocean Disposal - commonly referred to as the Green Book[2] and conduct a Tier I [3] Review of the NS Mayport turning basin prior to each extension. Should the Tier I Review indicate a need for further analysis, the permit extension process will be suspended pending a complete evaluation of the dredged material and the preparation of a 103 Evaluation. EPA Region 4 will review and have the opportunity to concur in Tier I Reviews and 103 Evaluations prior to extensions and permit issuance, respectively. 103 Evaluations referred to in this document will contain the information specified in and follow the format provided in Appendix B of the COE South Atlantic Division/EPA Region 4 Regional Implementation Manual (RIM) - see Appendix C in this document. Requirements for the Tier I, 103 Evaluations and WQC and CZM determinations are summarized in Table V.C.2.

[2] The *Green Book*, an EPA/COE joint guidance document, provides technical recommendations for determining the suitability of dredged material for ocean disposal through chemical, physical, and biological evaluations (1991 version). The technical guidance is intended for use by dredging applicants, laboratory scientists, and regulators in evaluating dredged material compliance with the United States Ocean Dumping Regulations.

[3] Integral to the *Green Book*, is a tiered-testing procedure for evaluating compliance with the limiting permissible concentration (LPC) as defined by the ocean-dumping regulations. The procedure comprises four levels (tiers) of increasing investigative intensity that generate information to assist in making ocean-disposal decisions. Tier I is a comprehensive analysis of all existing and readily available, assembled, and interpreted information on the proposed dredging project, including all previously collected physical, chemical, and biological data.

Table V.C.2: Summary of Tier 1, 103 Evaluations and WQC and CZM Determination Requirements

Task	Information Required
Tier I Review	• Reference results of previous 103 Evaluation(s) showing compliance with ODC and the Limiting Permissible Concentration (LPC) • Review of any testing conducted in area since last 103 Evaluation • Review of existing, historical and any new sources of pollution in the area • Review of Potential Contamination since previous 103 Evaluation [e.g., CERCLIS database, Toxic Release Inventory System (TRIS), the Emergency Response Notification System (ERNS) and the U.S. Coast Guard Pollution Incident Report] • Review of dredging events (dates and volumes) since 103 Evaluation • Expected dredging volume. (This is a partial description of Tier I. Detailed guidance for conducting Tier I review is contained in Section 4 of the Green Book.)
103 Evaluation	• Dredging and Disposal Project Information • Tier I Information Described Above • Exclusionary Criteria Analysis • Water Column LPC Determination (water quality criteria compliance, liquid and suspended particulate phase compliance) • Benthic LPC Determination (toxicity and bio accumulation) • Compliance with Part 227 Subpart B- Environmental Impact • Compliance with Part 227 subpart C - Need for Ocean Dumping • Compliance with Part 227 subpart D - Impact of the Proposed Disposal on Esthetic, Recreational and Economic Values • Compliance with Part 227 subpart E - Impact of the Proposed Disposal on other Uses of the Ocean • MPRSA Section 103 Conditions to Insure Compliance with the Jacksonville ODMDS Site Management and Monitoring Plan (This is a partial description of the evaluation process. Detailed guidance for conducting evaluations is contained in the RIM, the Green Book and the Jacksonville ODMDS Site Management and Monitoring Plan.)
WQC & CZM	Compliance with State Water Quality Standards

Prior to issuance of the first Section 103 permit under this agreement, a 103 Evaluation will be conducted. This evaluation will include testing under Tiers I-III and Tier IV (described below in Section V.D.) if necessary. Following the third year of the 103 permit and each succeeding permit, a Tier I Review at a minimum will be conducted prior to permit extension. Prior to issuance of each succeeding Section 103 permit a 103 Evaluation will be conducted. This 103 Evaluation will include at a minimum a confirmatory analysis to determine if the material is essentially the same as it was when it was last sampled and evaluated. Confirmatory analysis will include physical and chemical analysis and in some cases biological analysis. An example sequence of events is listed in Table V.C.3.

Table V.C.3: Example Testing and Evaluation Requirements

Date	Event	Action Required
2001	Section 10 Permit, Section 103 Permit, & ERP Issuance	Dredged Material Evaluation (Tiers I-III) & Water Column Analysis for ERP
2004	Section 103 Permit Extension	Tier I Review
2006	Section 103 Permit Issuance	Dredged Material Evaluation (including confirmatory analysis)
2009	Section 103 Permit Extension	Tier I Review
2011	Section 10 Permit, Section 103 Permit, & ERP Issuance	Dredged Material Evaluation (Tiers I-III) & Water Column Analysis for ERP

D. Testing/Evaluation

1. Testing for Contaminants

One of the main objectives of the Project is to identify any possible contaminants in the construction blocks or the artificial reef material. Testing the components of the manufactured materials may include sampling for some or all of the items in Table V.D.1. below.

Table V.D.1: Possible Contaminants

Metals	**Chemicals**	**PCBs** (Congener #s)	**PAHs**	**Other**
Arsenic Cadmium Chromium Copper Iron Lead Mercury Silver Zinc	(Pesticides) Aldrin Chlordane 4,4' - DDD 4,4' - DDE 4,4' - DDT Dieldrin Endosulfan I Endosulfan II Endosulfan Sulfate Endrin Endrin Aldehyde Heptachlor Heptachlor Epoxide Lindane & Derivatives Toxaphene Methoxychlor	diCB (8) triCB (18, 28, 37) tetraCB (44, 99, 52, 66, 70, 74, 77, 81) pentaCB (87, 49, 101, 105, 114, 118, 119, 123, 126) hexaCB (128, 138, 151, 153, 156, 157, 158, 167, 168, 169) heptaCB (170, 180, 183, 184, 187, 189) octaCB (195, 201) nonaCB (206) decaCB (209)	Acenapthene Acenaphthlene Anthracene Benzo (a) Anthracene Benzo (a) Pyrene Benzo (g, h, i) Perylene Benzo (b) Fluoranthene Chrysene Dibenzo (a, h) Anthrancene Fluoranthene Fluorene Indeno (1,2,3, - cd) Pyrene Methylnapthalene Phenanthrene Pyrene	Total Ammonia Cyanide Oil and Grease Total Organic Carbon Total Organotin

2. Evaluation of Artificial Reef Performance

The evaluation of artificial reef goals will be an important component of determining the benefits of NS Mayport Project XL. Two types of goals will be evaluated separately. First, the social benefits of the artificial reefs will be evaluated through the solicitation of satisfaction surveys from local recreational users. Second, effective evaluation of basic environmental performance of the artificial reefs will be possible by the monitoring of several variables, including;

- structural integrity,
- habitat function of the artificial reef structure,
- occupation by adult fishes,
- recruitment, survival and growth of juvenile fishes,
- benthic community development (diversity and abundance),
- forage base (trophic transfer to fishes) provided by the artificial reef (benthic colonizers) and surrounding areas, and
- habitat function of comparable reference habitats (e.g., local natural reefs, soft bottom, etc.).

The extent of this environmental performance monitoring, which will be constrained by resources, and a phased evaluation strategy will be specified in the NS Mayport Artificial Reef Work Plan. Local community and environmental organizations and volunteers (e.g., Jacksonville Reef Research Team) may greatly facilitate and enhance the degree of evaluation possible. For example, the Jacksonville Reef Research Team currently evaluates artificial reefs at Jacksonville permitted sites. Additionally, the National Marine Fisheries Service has participated on the team developing this agreement and will continue to participate and guide the team on matters pertaining to artificial reefs.

3. Testing Required to Determine Compliance with the ODC

EPA's ocean disposal regulations provide that disposal of dredged materials may not be allowed if the disposal would cause significant undesirable effects. These regulations provide that the results of bioassay tests conducted, on the dredged materials, by the permit applicant in conformance with EPA and COE procedures will be used in determining if detrimental effects are likely to occur. Sediments dredged from waterways may be contaminated by chemical pollutants. If biologically available, such contaminants can be ingested or absorbed by marine organisms and result in toxicity (e.g., lethal or sub-lethal) or accumulation within the organism's tissues (bioaccumulation). The EPA and COE evaluation procedures are designed to identify toxicity and bioaccumulation that may adversely impact the marine environment or human health.

The Green Book establishes a framework of the procedures approved by EPA and COE for evaluating the dredged material. The framework provides that the intensity of evaluation increases with the risk of contaminants and/or absence of existing information. If an evaluation in one level (Tier) is not adequate to determine the material's suitability for ocean disposal, the evaluation proceeds to the next Tier(s), and the protocols of the next Tier(s) must be followed. The following is a general summary of the testing and evaluation procedures included in each Tier:

Tier I - Evaluation of Existing Information

Tier I specifies when and how existing information, such as results from previous tests on the material, can be used to evaluate the material. If the existing information is inadequate, the evaluation must go to the next Tier(s).

Tier II - Water Quality Criteria Compliance

Tier II specifies how sediment chemistry can be used in evaluating whether or not the dredged material disposal would cause EPA Water Quality Criteria to

be exceeded. It includes a worst case screening procedure where all the contaminants in the dredged material are assumed to be released into the water column, and a laboratory elutriate test where the sediments are mixed proportionately with water and the water chemically analyzed. The Green Book includes updated scientific models for evaluating compliance using the screening procedure or the elutriate test results. The ocean disposal must meet the applicable water quality criteria.

Tier III - Laboratory Bioassays

Tier III specifies approved testing procedures for toxicity and bioaccumulation. The acute toxicity tests employ 10 day exposures. The Green Book stresses the use of amphipods, which are sensitive bottom-dwelling organisms, and describes standardized test methods. The bioaccumulation tests employ 10 day exposures if only metals are present in the material, and 28 days if organic contaminants are present.

Tier IV - Advanced Biological Evaluations

Tier IV consists of laboratory and field tests and other evaluations to reduce specific uncertainties about the potential impacts of proposed projects. Tests conducted under this Tier are not considered routine in the regulatory program, and can require significant time and expense.

4. **Testing Required to Determine Compliance with the ODC under Project XL**
The test procedures and requirements will remain the same as described above under this XL Project. Testing and evaluation of the dredged material will continue to follow the Ocean Dumping Regulations, Green Book, and RIM. Further, bulk sediment chemistry and elutriate chemistry results, as part of the ODC evaluation, can be used for Florida DEP determinations. These test requirements are summarized in Table V.D.1 below.

Table V.D.1 Test Requirements

Type of Analysis	Florida DEP	EPA ODC
Bulk Sediment Chemistry	X	X
Water Column Chemistry	X	
Elutriate Chemistry	X	X
Water Column Toxicity Tests		X

Type of Analysis	Florida DEP	EPA ODC
Benthic Sediment Toxicity Tests		X
Benthic Bioaccumulation Tests		X

5. Testing Required to Determine Compliance with Florida DEP's WQC and CZM

In order to evaluate impacts of dredging and disposal operations, Florida DEP requires accurate data on the environmental chemistry of the relevant water body. Florida has adopted water quality standards that must be met in order to ensure that environmental degradation will not occur. Thus, analyses of chemical constituents in the water column are relied upon heavily by Florida DEP. Also, because agitation and mobilization of sediments during dredging are a probable source of water quality standard violations, data on bulk sediment chemistry and elutriate tests are also required. Procedures for conducting these tests are described in the Florida DEP *Deepwater Ports Maintenance Dredging and Disposal Manual*.

6. Testing Required to Determine Compliance with the State of Florida WQC and CZM under Project XL

The test procedures and requirements will remain the same as described above under this XL Project. Bulk sediment chemistry and elutriate tests conducted as part of the ODC evaluation can be used by Florida DEP in its determination. Although not required for compliance with the ODC, water column sampling may be required for Florida DEP's determination. These test requirements are summarized in Table V.D.1 above.

E. Holding Sites

The existing dredged material holding sites were first constructed beginning with the eastern site in the late 1950's and followed by the western site in the early 1970's. The walls of the sites are earthen, approximately 15' wide and were built-up over time to an existing height of approximately 30' above the existing surface of the land. The eastern cell is approximately 91 acres and the western cell is approximately 116 acres. Dredged material is the only material stored at these sites. Both sites consist of a larger sedimentation collection area and a smaller stilling basin which collect the effluent from the sedimentation sites via a system of adjustable weirs. All material from maintenance dredging since the 1950's, with only a couple of exceptions, has been placed in these two sites. Estimated quantity of dredged material in both sites is 20 – 25 million cubic yards and is a mixture of fine sands, clayey silts, and shell

fragments. Both sites reached their capacity following the 1993 dredging event and the last several maintenance dredging events have required ocean disposal.

F. Stormwater Runoff

During implementation of the Project, all stormwater runoff from the manufacturing site will be diverted to onsite erosion and sediment control facilities. Structural best management practices (BMPs) and stormwater controls will operate in accordance with applicable Florida and EPA requirements. Innovative stormwater control structures, such as modified catch basins will also be employed where practical. BMPs, including the treatment process described below, will be implemented to reduce or eliminate the flow of pollutants from stormwater runoff to receiving waters.

Surface runoff encountered during Project implementation will pass through sedimentation and/or erosion control features established pursuant to BMPs. The use of BMPs assures that all stormwater will receive some level of treatment prior to reaching the St. Johns River. The commitment by NS Mayport to incorporate BMPs and measures to decrease pollutant loadings and reduce flow from surface water runoff will assist the efforts of EPA, COE, Florida DEP, and Jacksonville to improve watershed management and achieve water quality standards. Site design, grading and drainage will be conducted in accordance with an approved erosion and sedimentation control plan. Control devices including collection systems and curbing will be maintained to assure that surface runoff flows through treatment facilities. The treatment facilities will include screens, boxes, grates, baffles and/or other approved means intended to help remove solid materials and prevent siltation.

VI. PROJECT XL ACCEPTANCE CRITERIA

The NS Mayport Project, as described in this Agreement, meets EPA's Project XL criteria. See 60 Fed. Reg. 27, 282, et seq. (May 23, 1995). The criteria and the basis for stating that they are met are summarized below.

A. Anticipated Superior Environmental Performance

This Project is expected to reduce, and eventually eliminate, the ocean disposal of dredged material off the coast of Florida from NS Mayport maintenance dredging. Further, NS Mayport will demonstrate through the testing and evaluation of the finished product - construction blocks and artificial reef material - that the materials provide a safe environment for both humans and marine life. Lastly, this Project recycles dredged material into a beneficial product for both humans and marine life.

1. **Environmental Baseline and Project Equivalency**
   Current dredging cycles at NS Mayport are generating approximately one (1) million cubic yards of sand and silty sand material every two years. From the early 1950's to 1993, most of this material was placed in upland holding sites located in the southwest portion of the Naval Base. Those sites reached capacity in 1993 and NS Mayport has been utilizing an offshore ocean disposal site since that time. Since 1996, the Navy ocean disposed dredged material three (3) times with a combined total of 3.1 million cubic yards of sediment. By the year 2020, NS Mayport has estimated that without this project, it will have disposed of approximately ten (10) million cubic yards of dredged material into the ocean. Without this beneficial reuse Project, NS Mayport will continue disposing large quantities of material into the ocean, which may inevitably fill-up the existing ocean disposal site and lead to the need for new ocean disposal sites.

   NS Mayport will determine, during the initial phase of the Project's implementation, if the use of the dredged material and/or flyash may result in the release of any hazardous substances as defined in 42 U.S.C. 9601 (CERCLA) or pollutants as defined in the Clean Water Act. After NS Mayport has selected a contractor to produce the construction blocks and artificial reef material, the Navy will direct the contractor to produce prototype products for testing and evaluation. If the finished products present any risk to human health or the environment then NS Mayport will immediately stop Project implementation and contact the Agreement's signatories for consultation. However, if these tests demonstrate to EPA's satisfaction that no harm will result from the use of the finished products, implementation of the project will continue.

2. **Superior Environmental Performance**
   Through the Project's implementation, NS Mayport is expected to demonstrate that it is economically feasible to develop beneficial products through the reuse of dredged material. As discussed above, the dredged material will initially be removed from two existing upland holding sites. During this phase of the Project, NS Mayport will continue ocean disposal of freshly-generated dredged material - an estimated total amount of approximately 1.5 - 2 million cubic yards. These volumes are significantly lower than the estimated 10 million cubic yards (by year 2020) of dredged material NS Mayport would ocean dispose in the absence of this beneficial reuse Project. After NS Mayport has emptied the first of its holding sites, all freshly-generated dredged material will be stored in the upland holding site until used in the manufacturing of construction blocks and artificial reef material. At this time, routine ocean disposal of dredged material will essentially be eliminated.

In addition to eliminating ocean disposal of dredged material, the Project offers several additional environmental benefits. Implementation of this Project will demonstrate both the Navy and Florida's commitment to the community and the environment by (1) creating an offshore reef habitat to benefit the local recreational fishing community, and (2) protecting and improving these natural resources and associated fisheries in the area.

Additionally, the reduction of flyash land disposed at Jacksonville's electrical generating plant will be greatly reduced. The use of existing available flyash will also reduce the amount of raw materials needed for the production of the construction blocks.

One of the concerns regarding current ocean disposal and future artificial reef placement is traversing the calving grounds of the Northern Right Whales (NRWs) during the calving season of December through March. NS Mayport typically uses a combination of hopper and mechanical dredges to dredge their basin and access channel. For protection of endangered sea turtles, the use of hopper dredges in this area is restricted under a National Marine Fisheries Service (NMFS) Biological Opinion[4] to December through March coinciding with the NRW calving season. Therefore, currently, when using hopper dredges, dredging and disposal must occur during the NRW calving season. As part of this Project's demonstration of Superior Environmental Performance, NS Mayport will restrict reef placement to outside the NRW calving season and will reduce and eventually eliminate the dredged material disposal vessel transits across the critical habitat. Once the upland sites are emptied and available for re-use, hopper dredges can be used with disposal in the upland sites, thereby providing protection to both the sea turtles and NRWs. In the meantime, appropriate precautions as outlined in the Ocean Dredged Material Disposal Sites [5] (ODMDS) management plan for the Jacksonville area, will continue to be implemented to protect NRWs during disposal operations and non-hopper dredging events will be scheduled to the maximum extent possible to occur outside of the NRW calving season.

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[4] The NMFS Biological Opinion regarding endangered sea turtles prohibits hopper dredging in the vicinity of NS Mayport from the end of March until December 15.

[5] EPA Regional Administrators have the authority to designate ODMDS. These ocean disposal sites are selected to minimize adverse environmental effects and minimize the interference of disposal with other activities in the marine environment.

B. Anticipated Cost Savings/Paperwork Reduction

Although difficult to quantify, the Navy predicts that in all likelihood cost savings will stem from several variables, including the availability of the upland holding sites, reduction in sampling/testing, monitoring of ODMDS, and the future need to create other ODMDS. These cost savings will be calculated throughout the Project using several factors. These factors include; (1) contractor availability, (2) mobilization and demobilization of equipment, (3) bioassay sampling, (4) studies of ODMDS, and (5) variations in quantity of material during an event (emergency, routine, or above normal siltation requiring extra dredging). Another important consideration related to costs is NS Mayport's funding limitation. Specifically, above a certain level of funding, all Naval facilities are required to obtain Congressional approval for additional monies.

EPA, NS Mayport, COE, Florida DEP, and Jacksonville will also work together to identify opportunities to consolidate reporting requirements and reduce the paperwork burden associated with the Project. To the extent practicable and consistent with all applicable requirements, all reporting (regulatory and voluntary) for local, State and Federal agencies will be consolidated into an annual report. The reports are discussed in Section VIII. G. 1 of this Agreement.

C. Stakeholder Support

Stakeholder involvement is essential for the success of an ecosystem-wide environmental program. The Stakeholder Involvement Plan (SIP) in Appendix A is intended to describe basic community goals. Stakeholder input will also help to further develop the program specifics and evaluate Project performance.

Public meetings will be held to inform the general public about the Project and to invite their comments and participation. The first public meeting was held to introduce the public to the Project and the Agreement development process. Other public meetings may be held during implementation of the Agreement based on public interest or as decided by the direct participants. Public meeting locations will be chosen to provide adequate size and accessibility to all who wish to attend.

D. Innovation/multi-media Pollution Prevention

EPA's pollution prevention criterion expresses EPA's preference for protecting the environment by preventing the generation of pollution rather than by controlling pollution once it has been created. This Project is proposing two innovative uses of dredged material as described in Section V. of this Agreement. Another potential use of dredged material other than construction blocks and artificial reef material is manufactured soil that can be used in the following applications: topsoil for golf courses, parks, landscaping and bagged soil and site

covers/caps for landfills and superfund sites. Additional ideas for reuse projects will be solicited from Stakeholders and other participants as the Project progresses and further evaluated for possible implementation.

E. Transferability

NS Mayport will use reasonable means (e.g., technical publications, conferences and workshops) to disseminate specific lessons about its XL Project experience subject to their ability to protect proprietary or confidential business information against unauthorized disclosure.

These issues and uncertainties will require extensive post-implementation analysis before EPA and COE can determine whether such flexibility can or should be offered to other entities in the future. Therefore, as with all XL Projects, the flexibility granted in connection with this Agreement establishes no precedent with regard to other projects. Entities contemplating projects requiring equivalent or similar flexibility should be aware that EPA and COE do not intend to consider additional requests for flexibility of this nature until the results of this Project have been received and analyzed.

F. Feasibility

The NS Mayport Project is both technically and administratively feasible. The NS Mayport Chain of command, up to and including the Chief of Naval Operations (CNO) level, has endorsed this Project and strongly believe it fits squarely into the Navy's initiatives to seek out better ways of managing its processes. Technical expertise in support of this Project will be provided by COE, Naval Base personnel and regulatory agencies. The money used for dredging and permit requirements are special project facility funds, which are funded through the operation and maintenance program and programmed five years in advance, currently through FY 2003. The analytical requirements in support of the permit are environmental funds, which are funded through NS Mayport's environmental compliance program and are programmed two years in advance, currently through FY 2002.

G. Monitoring, Reporting and Evaluation

EPA's monitoring, reporting and evaluation criteria within this Agreement articulate EPA's expectation that Project XL sponsors will make Project information, including performance data, available to Stakeholders in a form that is easy to understand. Information about this Project can be found on the Project XL web site, *www.epa.gov/projectxl*; and on the NS Mayport web sites *www.mayportnelp.com* or *www.nsmayport.navy.mil*.

This Agreement provides for effective Project monitoring, reporting monitoring results to relevant government organizations and Stakeholders, and periodic performance evaluations.

The Project's reporting method(s), an annual public meeting near the Project site (with advance notice), and the availability of data on request will make information regarding the Project especially accessible and understandable. Regulated activities not addressed by this Agreement should adhere to the reporting requirements appropriate for the activity.

H. Shifting the Risk Burden

EPA, NS Mayport, COE, Florida DEP, and Jacksonville, have analyzed Executive Order No. 12898 on Environmental Justice, and do not expect the Project to result in unjust or disproportionate environmental impacts. NS Mayport will follow applicable state and federal requirements (including OSHA standards) to ensure worker safety during its construction and implementation of the Project. Moreover, any person or organization expressing interest in this Project has been welcomed to participate as a Stakeholder.

VII. INTENTIONS, PERFORMANCE MEASURES, AND MILESTONES

This section describes the intentions of EPA, NS Mayport, COE, Florida DEP, and Jacksonville in regard to performance measures to determine the success of the Project, and milestones for Project completion.

A. EPA Intentions

- EPA will facilitate, in a timely manner and through use of Project XL, the regulatory flexibility embodied in the permit extension process.

- EPA will work with Stakeholders and the appropriate local, regional, state and federal agencies to facilitate the process.

- EPA will review the Project to determine whether it results in superior environmental performance.

- EPA intends to continue to provide resources, subject to the availability of appropriated funds, to maintain the schedules set forth in Section VII. G.

B. NS Mayport Intentions

1. Enforceable

- NS Mayport will comply with all applicable regulatory requirements during implementation of this Project.

2. Voluntary

- NS Mayport will provide funding to COE to obtain a contractor to evaluate the dredged material for beneficial reuse;
- NS Mayport will pursue alternative uses of the dredged material through this contract;
- NS Mayport will continue to evaluate its stormwater pollution prevention initiatives to ensure maximum control of sediments into the turning basin; and
- NS Mayport will, within current funding constraints, implement recommendations within its Pollution Prevention Plan to ensure minimization of any pollutants into the environment.
- NS Mayport intends to continue to provide resources, subject to appropriations, to maintain the schedules set forth in Section VII. G.

C. COE Intentions

- COE will provide engineering and environmental testing services for the XL Project.
- COE will provide design and construction services for the XL Project.
- COE will provide periodic progress, financial, and other required reports.
- COE intends to continue to provide resources, subject to appropriations, to maintain the schedules set forth in Section VII. G.
- COE will facilitate, in a timely manner and through use of Project XL, the regulatory flexibility embodied in the permit extension process.

D. Florida DEP Intentions

- Florida DEP will participate in the XL Project Team for the NS Mayport Project.

- # Florida DEP will assist the XL Project Team in understanding all applicable regulatory and/or permitting requirements for the Project, and evaluate any need for regulatory flexibility openly with the Team.

- # Florida DEP will provide the XL Project Team with review and feedback concerning the proposed Project, outside of regulatory and/or permitting requirements, that might assist in the Project's success.

- # Florida DEP will maintain the NS Mayport XL Project WebBoard Conference, accessible through its website, as a team tool for posting messages and sharing draft documents.

- # Florida DEP will assist NS Mayport with the development of performance measures for the Project.

- # Florida DEP will work with Stakeholders and the appropriate local, regional, state and federal agencies in order to complete the XL Project process.

- # Florida DEP will assist EPA in reviewing the Project to determine whether it results in superior environmental performance.

- # Florida DEP intends to continue to provide resources, subject to appropriations, to maintain the schedules set forth in Section VII. G.

E. City of Jacksonville Intentions

- # Jacksonville will participate in the XL Project Team for the NS Mayport Project.

- # Jacksonville will assist the XL Project Team in understanding all applicable regulatory and/or permitting requirements for the Project, and evaluate any need for regulatory flexibility openly with the Team.

- # Jacksonville will provide the XL Project Team with review and feedback concerning the proposed Project, outside of regulatory and/or permitting requirements, that might assist in the Project's success.

- # Jacksonville will assist NS Mayport with the development of performance measures for the Project.

- # Jacksonville will work with Stakeholders and the appropriate local boards and agencies in order to complete the XL Project process.

- # Jacksonville will assist EPA in reviewing the Project to determine whether it results in superior environmental performance.

- # Jacksonville intends to continue to provide resources, subject to appropriations, to maintain the schedules set forth in Section VII. G.

F. Project XL Performance Targets for NS Mayport

The performance targets pursued under the implementation of this XL Project include (1) the future elimination of the ocean disposal of dredged material from NS Mayport's maintenance dredging, (2) improved water quality due to this elimination, (3) and reduction/removal of potential impacts to an endangered species - the NRW. All of these targets are priorities identified by local community Stakeholders. The number one issue/concern identified in recent community interviews with local community Stakeholders was water quality of the surrounding bodies of water - the St. Johns River and the Atlantic Ocean. Implementation of the Project will demonstrate NS Mayport's and the regulatory community's understanding and pro-active approach to respond to community concerns by minimizing the water quality issues and implementing additional measures to protect the NRW habitat.

The creation of an offshore reef habitat will be an added benefit for the local recreational fishing community, which already utilizes NS Mayport's surrounding waters. Protection and improvement of these natural resources and associated fisheries in the area was the number two issue/concern identified during the community interviews. Another potential benefit in this Project implementation is the reduction in material that will have to be landfilled by Jacksonville's electric generating plant. If NS Mayport chooses to use flyash in the solidification process for the construction blocks, it will reduce the amount and the cost of disposal for this material.

G. Milestones and Proposed Schedule

Anticipated milestones and schedules are as follows:

- June/2000 - Agreement Signed;

- September/2000 - Statement of Work for contractor/technology, sampling completed, and pilot process underway;

- December/2000 - Six-month report issued and public meeting held;

- April/2001 - Initial identification and possible implementation of alternative uses for material, develop schedule and form work group for development of Artificial Reef Work Plan;

- June/2001 - First annual report issued and public meeting held, Section 10 permit, ERP and Section 103 permit obtained concurrently;

- December/2001 - Maintenance dredging of turning basin, 6-month report;

- June/2002 - Second annual report and public meeting;

- June/2003 - Third annual report and public meeting;

- December/2003 - Maintenance dredging of turning basin – potential reuse of one holding site;

- June/2004 - Fourth annual report and public meeting, Section 103 extension;

- June/2005 - Fifth annual report and public meeting;

- December/2005 - Maintenance dredging of turning basin - potential reuse of alternate holding site and beginning of perpetual cycle for dredging;

- June/2006 - Sixth annual report and public meeting, New Section 103 permit required only if perpetual reuse initiative is not in implementation or as needed on an emergency basis;

- June/2007 - Seventh annual report and public meeting;

- June/2008 - Eighth annual report and public meeting;

- June/2009 - Ninth annual report and public meeting, Section 103 extension required only if perpetual reuse initiative is not in implementation or as needed on an emergency basis; and

- June/2011 - Final report, new Section 10 permit, ERP required, Agreement ends.

VIII. PROJECT IMPLEMENTATION

A. Legal Basis

This Agreement states the intentions of the Parties with respect to NS Mayport's Project XL proposal. The Parties have stated their intentions seriously and in good faith, and expect to carry out their stated intentions.

This Agreement does not create legal rights or obligations and is not a contract or a regulatory action such as a permit or a rule and is not legally binding or enforceable against any Party. This Agreement expresses the plans and intentions of the Parties without making those plans and intentions into binding requirements. This applies to the provisions of this Agreement that concern procedural as well as substantive matters. Thus, for example, the Agreement establishes procedures that the Parties intend to follow with respect to dispute resolution and termination under the Agreement. While the Parties fully intend to adhere to these procedures, however, they are not legally obligated to do so.

This Agreement is not an Agency "action" by the EPA, COE, or any other Party because this Agreement does not create legal rights or obligations and is not legally enforceable. This Agreement is not subject to judicial review or enforcement. No action or omission by any Party that is at variance with a provision or provisions of this Agreement, or that is alleged to be at variance with a provision or provisions of this Agreement, can serve as the basis for any claim for damages, compensation or other relief against any Party.

B. Non-party Participants

It is important to note that various aspects of the Project will remain subject to the approval of other regulatory entities even after this Agreement is signed. The Parties have actively sought input and participation from those entities throughout the development of this Agreement and much progress has been made in clarifying the roles each will play in the ongoing process of making this Project possible.

C. Permit Extension/Legal Mechanism

Regulations at 33 CFR Parts 324 and 325 govern Department of Army permits for the transportation of dredged material for disposal in ocean waters. These existing legal mechanisms control the permit extension procedures described in the Project. Therefore, no new legal mechanisms are necessary to implement the Project. Specifically, 33 CFR § 325.6, *Duration of Permits*, provides for the granting of extensions to Department of Army permits. All permit extensions will require the concurrence of EPA per MPRSA § 103(c).

Standard Operating Procedures (SOP) adopted by COE and described in the COE Standard Operating Procedures for the Regulatory Program, highlight critical portions of the COE implementing regulation to be used in reviewing permit applications. The SOP

encourages project managers to use time extensions and permit modifications to the extent practicable to increase efficiency. Requests for extensions will be processed in accordance with the regular procedures of 33 CFR §325.2. Time extensions on existing permits will normally be granted where the project has not changed, and the regulation and policy framework are substantively the same as existed for the original decision. The Navy and the COE will conduct a Tier I Review (see FPA Section V.C.) of the Mayport Basin prior to each extension. If the Tier I review reveals no change in circumstances, the extension will be granted upon concurrence by EPA Region 4. Should the Tier I review reveal the need for further analysis, the permit extension process will be suspended pending a complete evaluation of the dredged material and the preparation of an MPRSA § 103 evaluation. In no event will any permit-extension be granted for a term longer than two years. The goal of the project is to achieve synchronized five year permit cycles. No permit will exceed an overall duration of seven years pursuant to MPRSA. In any event where the district engineer determines that the permit extension would be contrary to the public interest, the permit extension will be denied.

Because the Project pro-actively seeks stakeholder involvement in its development and implementation (see Sections VIII. H., XII. and Appendix B), these involvement procedures will be coordinated with the permit extension process to ensure adequate public and stakeholder participation in that process.

D. Applicability of Other Laws or Regulations

Except as provided in any rules, compliance orders, permit provisions or other implementation mechanisms that may be adopted to implement the Project, the Parties do not intend this Agreement to modify or otherwise alter the applicability of existing or future laws or regulations to the Project sponsor.

E. Authority to Enter Agreement

By signing this Agreement, EPA, NS Mayport, COE, Florida DEP, and Jacksonville acknowledge and agree that they have the respective authorities, discretion, and resources to enter into this Agreement and to implement all of the applicable provisions of this Project through the permit extension.

Nothing in this agreement shall be construed as obligating any of the Parties, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the federal Anti-Deficiency Act (31 U.S.C. Section 1341).

F. Rights to Other Legal Remedies Retained

Nothing in this Agreement affects or limits any legal rights EPA, NS Mayport, COE, Florida DEP, or Jacksonville may have to seek legal, equitable, civil, criminal or administrative

relief regarding the enforcement of present or future applicable federal and state statutes, rules, regulations, codes or permits.

Although NS Mayport does not intend to challenge actions implementing the Project that are consistent with this Agreement, NS Mayport reserves any right it may have to appeal or otherwise challenge an EPA, COE, Florida DEP or Jacksonville action implementing the Project. Nothing in this Agreement is intended to limit NS Mayport's right to administrative or judicial appeal or review of modification, withdrawal or termination of those legal mechanisms in accordance with the applicable procedures for such review.

G. Reporting

For the duration of this Agreement, NS Mayport will provide an annual summary report to EPA, COE, Florida DEP, and Jacksonville and, upon request, to Stakeholders. NS Mayport will make all Project data and reports available to Stakeholders on request. The first annual report will be due one year following the signing of this Agreement. Succeeding annual reports will be due the same time each year during the life of this Agreement.

In each annual report NS Mayport will provide a summary of environmental performance data and will describe NS Mayport's progress toward completing the Project as described in this Agreement. The report should describe progress on all of the enforceable and voluntary commitments contained in section VII. B. of this Agreement as well as information on the status of the schedule goals in section VII. D. Other reports produced as part of the Project which address these subjects may be used as appropriate. An annual public meeting will be held, beginning after the first annual report is issued. Reasonable advance meeting notice will be provided to the Agencies and Stakeholders. NS Mayport or its representative will present the report to the Stakeholders at the public meeting.

1. **Report Frequency and Content**

   EPA, NS Mayport, COE, Florida DEP, and Jacksonville will work together to draft a report outline within ninety (90) days of the signature of this Agreement. To the extent possible and consistent with applicable regulations, the outline will be structured so that streamlining of reporting on regulatory activities could continue beyond the duration of this Agreement. The report will include, but not be limited to: Stakeholder activities; achieved milestones; important announcements; and, a schedule for activities through the next reporting period. Inclusion of all relevant information in one report will streamline reporting for the Project and make information about progress available on a reliable schedule in a consistent format.

During the first two (2) years of implementation, NS Mayport will also submit a written report at six month intervals. This semiannual report is intended to keep all Parties, including Stakeholder and regulatory agencies, well informed during the early stages of implementation. The semiannual report will be provided within six months of the signing of this agreement and subsequently thereafter on a biannual basis until all Parties listed below consent to revert to the sole submittal of an annual report. Reporting will then be reduced to an annual basis as described above. The semiannual report will be submitted to: the Administrator for EPA Region 4, the COE Jacksonville District Engineer, the Secretary of Florida DEP, and the Mayor of Jacksonville.

2. Regulatory Requirements

One of the Parties' goals is to reduce the burden of unnecessary paperwork and obtain resulting cost savings without compromising the integrity of regulatory controls. The Project is intended, simultaneously, to explore innovative beneficial reuse technologies and enhance Stakeholder ability to understand the Project's environmental benefits and track the Project's compliance with regulatory requirements and goals. These goals are articulated in this Agreement. At this time, no flexibility in regulatory reporting requirements has been specifically identified. However, the Parties will work with other regulating entities to identify opportunities for consolidation of reporting requirements. Any reporting requirements not specifically identified in this Agreement are unaffected.

3. Uses of Information

Nothing in this Agreement reduces or affects NS Mayport's rights to copyright, patent, or license the use of any proprietary or business confidential information or data contained in or created in the course of the implementation of this Project.

H. Unavoidable Delay

This section applies to provisions of this Agreement that do not encompass enforceable, regulatory mechanisms. Enforceable mechanisms, such as permit provisions or rules, will be subject to modification or enforcement as provided in applicable law.

When an event occurs that may delay or prevent the implementation of this Project, whether or not it is unavoidable, the Party with knowledge of the event will provide verbal notice to the designated representatives of the remaining Parties. Within ten (10) days of the Party providing initial notice of the event a written confirming notice will be provided. The confirming notice will include the reason for the delay, the anticipated duration of the delay, all actions taken to prevent or minimize the delay, and the party's rationale for considering such a delay to be unavoidable. The Party providing notice will include appropriate documentation supporting the claim that the delay was unavoidable.

If the Parties, after reasonable opportunity to confer, agree that the delay is attributable to an unavoidable delay then the time for performance of obligations that are affected will be extended to cover the period lost due to the delay. If the Parties agree, they will document their agreement in a written amendment to this Agreement per Section XIII of this Agreement. If the Parties do not agree, the following provisions for Dispute Resolution will be followed.

I. Dispute Resolution

Any dispute which arises under or with respect to this Agreement will in the first instance be subject to informal negotiations between the Parties. The dispute will be considered to have arisen when one Party sends to the other Parties a written Notice of Informal Dispute. The Notice of Informal Dispute will contain, at a minimum, a description of the matter in dispute and the initiating party's position on that matter. After delivery of the Notice of Informal Dispute, the Parties will promptly confer in a good faith effort to resolve the matter in dispute. Resolution of any dispute through such informal dispute resolution efforts should be appropriately documented in writing and signed by all Parties. At any time after the Parties' first informal dispute resolution conference, any Party may, at its sole discretion, terminate the informal dispute resolution process for that dispute by written notice to the other Parties. Once the informal dispute resolution process has been terminated, any Party may invoke formal dispute resolution procedures, as set forth below.

In the event that the Parties cannot resolve a dispute by informal negotiations, any Party may invoke non-binding mediation. The invocation of mediation will be submitted to the Regional Administrator for EPA Region 4 and shall include a description of the matter in dispute, the Party's position on that matter, and a proposal for resolution of the dispute. Within fourteen (14) days of invocation of a mediation under this paragraph, all other Parties shall submit to the Regional Administrator for EPA Region 4, a description of the matter in dispute, the Party's position on that matter, and a proposal for resolution of the dispute. Prior to issuance of an opinion, the Regional Administrator may request an additional, informal mediation meeting. If so requested, the Regional Administrator will attempt to resolve the dispute by issuing a written opinion. Any opinion, verbal or written, expressed by the Regional Administrator will be non-binding.

J. Duration

This Agreement will be in effect for the period of ten (10) years from the date it is signed, unless it is terminated earlier. This Agreement does not affect the term of any permit or rule or other enforceable regulatory mechanism.

IX. WITHDRAWAL OR TERMINATION

A. Expectations Concerning Withdrawal or Termination

This Agreement is not a legally binding document and any Party may withdraw from the Agreement at any time. However, it is the desire of the Parties that this Agreement should remain in effect through the expected duration, and be implemented as fully as possible. Accordingly, it is the intent of the Parties that they will not withdraw and that this Project will not be terminated unilaterally during its expected duration of ten years unless one of the conditions set forth below occurs:

1. Failure (taking into account its nature and duration) by any Party to (a) comply with the provisions of the implementation mechanisms for this Project, or (b) act in accordance with the provisions of this Agreement.

2. Discovery of the failure of any Party to disclose material facts during development of the Agreement.

3. Failure of the Project to provide superior environmental performance consistent with the provisions of this Agreement.

4. Failure of the Project to provide cost savings and/or economic opportunity consistent with the provisions of this Agreement.

5. Discovery that actions pursuant to this Agreement do not streamline the process and result in increasing Navy obligations and costs.

6. Enactment or promulgation of any environmental, health or safety law or regulation after execution of the Agreement which renders the Project legally, technically or economically impracticable.

7. Decision by an Agency to reject the proposed assumption of NS Mayport's benefits and commitments under the Project by a future owner or operator of the facility.

In addition, neither EPA, COE, Florida DEP or Jacksonville intends to withdraw from the Agreement based on a noncompliance by NS Mayport with this Agreement or the implementation mechanisms, unless such noncompliance constitutes a substantial failure to comply with intentions expressed in this Agreement and the implementation mechanisms, taking into account its nature and duration. NS Mayport will be given notice and a reasonable

opportunity to remedy any noncompliance prior to a withdrawal by any of the signatory agencies. If there is a disagreement between the Parties over whether a "substantial failure to comply" exists, the Parties will use the dispute resolution mechanism identified in section VIII. J. of this Agreement. The signatory agencies retain full authority to address noncompliance through existing enforcement authorities, including withdrawal or termination of this Project, as appropriate.

B. Withdrawal or Termination Procedures

The Parties agree that the following procedures will be used to withdraw from or terminate the Project prior to the minimum Project term, and further that the implementation mechanism(s) will provide for withdrawal or termination consistent with these procedures:

1. Any Party desiring to terminate or withdraw from the Project is expected to provide written notice to the other Parties of its intent to withdraw or terminate at least sixty (60) days prior to withdrawal or termination.

2. If requested by any Party during the sixty-day (60) period noted above, the dispute resolution proceedings provided in this Agreement may be initiated to resolve any dispute relating to the intent to withdraw or terminate. If, following any dispute resolution or informal discussion, the Party still desires to withdraw or terminate, the withdrawing or terminating Party will provide written notice of final withdrawal or termination to the other Parties.

3. The withdrawal or termination procedures set forth in this Section apply to the decision to withdraw or terminate participation in the Agreement.

X. FAILURE TO ACHIEVE EXPECTED RESULTS

Failure of the Project to achieve anticipated environmental performance and/or cost savings may be addressed through the amendment and termination procedures described in Sections XIII and IX of the Agreement. In other cases, failure of the Project to achieve anticipated environmental performance will result in an orderly return to compliance with regulatory requirements which would have been in effect absent the flexibility provided through Project XL.

XI. TRANSFER OF PROJECT BENEFITS AND COMMITMENTS

This Agreement allows for the transfer of NS Mayport's benefits and commitments under this Project, provided that the following conditions are met:

A. NS Mayport will provide written notice of any such proposed transfer to EPA, COE, Florida DEP, and Jacksonville at least ninety (90) days prior to the effective date of the transfer. The notice is expected to include identification of the proposed transferee, a description of the proposed transferee's financial and technical capability to carry out the Project, and a statement of the transferee's intention to sign the Agreement as an additional party.

B. Within forty-five (45) days of receipt of the written notice, EPA, COE, Florida DEP, and Jacksonville, in consultation with Stakeholders, will determine whether the transferee has demonstrated adequate financial and technical capability to carry out the Project and a willingness to sign the Agreement, and is otherwise an appropriate Project XL Partner. Upon all signatory agencies consent to such a requested transfer (which will not be unreasonably withheld), the Agreement will be modified to allow the proposed transferee to assume NS Mayport's benefits and commitments. In the event that transfer is disapproved by the signatory agencies, withdrawal or termination may be initiated.

C. Upon approval of transfer under this section, it may be necessary for EPA, COE, Florida DEP, and Jacksonville to amend any appropriate rules, permits, or other implementing mechanisms to transfer NS Mayport's legal rights and obligations under this Project to the proposed transferee.

XII. PERIODIC REVIEW

The Parties will confer, on a periodic basis, to assess their progress in implementing this Project. Unless it is agreed otherwise, the date for review will occur concurrently with the submittal of the biannual and annual report. No later than thirty (30) days following a review, NS Mayport will provide a summary of the minutes of that meeting to all direct Stakeholders. Any additional comments of participating Stakeholders will be reported to EPA.

XIII. AMENDMENTS

This Project is an experiment designed to test new approaches to environmental protection and there is a degree of uncertainty regarding the environmental benefits and costs associated with activities

to be undertaken in this Project. Therefore, it may be appropriate to amend this Agreement at some point during its duration.

This Agreement may be amended by mutual agreement of all Parties at any time during the duration of the Project. The Parties recognize that amendments to this Agreement may also necessitate modification of legal implementation mechanisms or may require development of new implementation mechanisms. If the Agreement is amended, the Parties expect to work together with Stakeholders to identify and pursue any necessary modifications or additions to the implementation mechanisms in accordance with applicable procedures. If the Parties agree to make a material amendment to this Agreement, notice of the amendment and an opportunity to participate in the process will be provided to the general public as appropriate.

In determining whether to amend the Agreement, the Parties will evaluate whether the proposed amendment meets Project XL criteria and any other relevant considerations agreed on by the Parties. All Parties to the Agreement will meet within ninety (90) days following submission of any amendment proposal (or within a shorter or longer period if all Parties agree) to discuss evaluation of the proposed amendment.

If all Parties support the proposed amendment, the Parties will (after appropriate Stakeholder involvement) amend the Agreement. If all Parties do not support the proposed amendment, the Parties will proceed with the Dispute Resolution procedures under Section VIII. J and, as appropriate, the Withdrawal or Termination Procedures under Section IX, followed by the orderly return to compliance with regulatory requirements which would have been in effect absent the flexibility provided through Project XL.

XIV. SIGNATORIES AND EFFECTIVE DATE

A. The signatories to this Agreement will be the EPA Regional Administrator for Region 4, the Commanding Officer of Naval Station Mayport, the District Engineer for the Jacksonville District of the U.S. Army Corps of Engineers, the Secretary of the Florida Department of Environmental Protection, and the Mayor of the City of Jacksonville.

B. Each party has designated a representative to serve as its contact person for inquiries concerning the Project. These representatives are as follows:

1. For EPA:
   Michelle Glenn

Regional Project XL Coordinator
U.S. EPA, Region 4
61 Forsyth Street
Atlanta, GA 30303
Phone: 404-562-8674
Fax: 404-562-8063
Email: glenn.michelle@epa.gov

2. For NS Mayport
Cheryl Mitchell
Environmental Director
NS Mayport
Mayport, FL 32228-0067
Phone: 904-270-6730
Fax: 904-270-7398
Email: cmitchell@nsmayport.spear.navy.mil

3. For Jacksonville District of the COE:
Eunice Ford
Project Manager
Jacksonville District Corps of Engineers
Post Office Box 4970
Jacksonville, Florida 32232-0019
Phone: 904-232-2415
Fax: 904-232-3920
Email: eunice.ford@saj02.usace.army.mil

4. For Florida DEP:
Michael Owens
Florida DEP Project XL Coordinator
Florida Department of Environmental Protection
3900 Commonwealth Blvd. MS 18
Tallahassee, FL 32399-3000
Phone: 850-921-9717
Fax: 850-487-3267
Email: michael.c.owens@dep.state.fl.us

5. For Jacksonville:

James L. Manning, P.E.
Chief, Air and Water Quality Division
City of Jacksonville
117 West Duval Street, Suite 225
Jacksonville, FL 32202
Phone: 904-630-3484
Fax: 904-630-3638
E-mail: jmanning@coj.net

C. This Final Project XL Agreement is effective on the date it is dated and signed by EPA's Regional Administrator for Region 4, the Commanding Officer of NS Mayport, the District Engineer for the Jacksonville District of the U.S. Army Corps of Engineers, the Secretary of the Florida Department of Environmental Protection, and the Mayor of the City of Jacksonville.

John H Hankinson, Jr.
United States Environmental Protection Agency
Region 4

Captain John D. Furness
Commanding Officer
Naval Station Mayport

April 25, 2000

District Engineer
Jacksonville District
U.S. Army Corps of Engineers

David B. Struhs
Secretary
Florida Department of Environmental Protection

The Honorable John Delaney
City of Jacksonville
Florida

April 25, 2000

Supporting Signatories

The NS Mayport XL Project enjoys the support of a broad range of public and private organizations and individuals. The Project incorporates both public/private and federal/local partnerships and will serve as an example that will benefit the economy, the community, and the environment.

Our signatures below express our support for this Project and the contribution it will make to the environment and the community.

Signed: _____

Affiliation:

Signed: _____

Affiliation:

Signed: _____

Affiliation:

Signed: _____

Affiliation:

April 25, 2000

APPENDIX A

Stakeholder Involvement Plan for Naval Station Mayport XL Project

I. INTRODUCTION

Stakeholder involvement is considered essential for the success of an ecosystem-wide environmental program. This Stakeholder Involvement Plan (SIP) is intended to describe basic community goals and will be incorporated into the Agreement. Stakeholder input will also help develop the program specifics and evaluate Project performance.

II. GOALS AND OBJECTIVES

The goal of this SIP is to ensure interested Stakeholders are afforded the opportunity to participate in the success of this Project and to provide the Stakeholders with the information they need to make decisions and provide input during Project development and implementation. The following are the objectives for this plan:

- Identify Stakeholders and their role in the Project
- Describe methods of communication between NS Mayport and the Stakeholders
- Ensure all Stakeholders have an opportunity to participate in the Project
- Promote Stakeholder involvement in development of the Agreement

III. IDENTIFICATION OF STAKEHOLDERS

Stakeholders include any individuals, government organizations, environmental and other public interest groups, academic centers, and businesses with an interest in environmental matters concerning NS Mayport and surrounding communities. The identification of Stakeholders will be based on inviting those who are already involved in other environmental interests with NS Mayport, contacting others with related interests and by general invitation to the public. Stakeholders provide information on the preferences of the community and may also identify unaddressed issues. Stakeholders fall into three general categories: direct participants, commentors, and the general public.

1. Direct participants work intensively on Project development from the ground up. Their views will have the most influence on the details of the Project.
2. Commentors have an interest in the Project, but do not desire to participate intensively in Project development. They will want to be kept informed on Project development, attend public meetings and provide comments and advice.
3. Members of the general public might not become directly involved in the Project, but will be given easy access to the Project development process and to information about the environmental results during Project implementation. They also have the opportunity to participate more actively if they so choose.

Contacting potential Stakeholders will occur prior to development of the Agreement. Commentors will be put on a Project mailing list to ensure that they are informed of all opportunities to comment or participate during Project development and implementation. The following methods will be used to contact and inform potential Stakeholders.

1. Local Newspapers: Display ads will be taken out in the major local newspapers to invite the general public to public meetings and inform them of comment periods.

2. Naval Station Newspaper: Notices will be published in the Naval Station newspaper, *The Mirror*, in an effort to encourage Mayport employee participation.

3. News Media Notice: A notice of this Project and public meetings will be sent to the news departments of the local newspapers, other published media and local radio stations.

4. Fact Sheets: Fact sheets will be mailed to everyone on the current mailing list as part of the public notice of meetings and comment periods.

5. Information Repository: An information repository for the Project will be established at the Beaches Branch Public Library.

6. Invitation: The following groups will be invited by phone or mail to become direct participants in Project development.

   Atlantic Beach Assembly of God
   Beach United Methodist Church
   St. Johns Roman Catholic Church
   Local Beaches Elementary and High Schools

Jacksonville University
University of North Florida
Beaches Chamber of Commerce
Beaches Business Association
Coastal Environmental Society
Local Sierra Club Chapter
Governor of Florida
FL State Senators and Representatives from this area
Atlantic Beach City Commission
Jacksonville Beach City Hall
Neptune Beach City Hall
Atlantic Beach City Hall
Mayport Waterfront Partnership
Mayport Community Association
Local Beaches Reps on the Jacksonville City Council
City of Jacksonville, Port Authority
City of Jacksonville Environmental Protection Board
Corp. of Engineers, Jacksonville District
St. John's River Water Management District
Southeastern U.S. Implementation Team for the Recovery of the Northern Right Whale
National Marine Fisheries Service
U.S. Coast Guard
National Oceanic and Atmospheric Administration
Stewards of The St. Johns
St. Johns River Keeper Inc.
Florida Fish and Wildlife Conservation Commission
Northeast Florida Builders Association
Timucuan Ecological and Historic Preserve
EPA Region 4
Florida Department of Environmental Protection (DEP)

IV. PUBLIC MEETINGS

Public meetings will be held to inform the general public about the Project and to invite their comments and participation. The first public meeting was held during the initial Project selection on November 18, 1999. That meeting introduced the public to the Project and to the

Agreement development process. Other public meetings may be held during development of the Agreement based on public interest or as decided by the direct participants. Public meeting locations will be chosen to provide adequate size and accessibility to all who wish to attend.

V. NAVAL STATION MAYPORT POINT OF CONTACT

The NS Mayport point of contact is Ms. Cheryl Mitchell at (904) 270-6730.

April 25, 2000

APPENDIX B

Public Comments and Responses

April 25, 2000

APPENDIX C

COE South Atlantic Division/EPA Region 4 Regional Implementation Manual - Appendix B

The following information is required for completion of the MPRSA Section 103 evaluation. Information should not be repeated but referenced where material is needed for more than one part of the evaluation documentation.

1. Dredging and Disposal Project Information

    a. a map showing dredging locations/boundaries

    b. core boring logs keyed to the map (if available)

    c. volume of material to be dredged

    d. percentages of fine, medium and coarse grained material by dredging unit

    e. bathymetric information for the channel to be dredged (if available)

    f. design depth and width

    g. expected method(s) of dredging, transport and disposal of material

    h. expected start, duration and end of dredging, transport and disposal of material

    i. location of placement of dredged material at the ODMDS

    j. compliance with ODMDS site designation conditions (if available)

2. Exclusionary Criteria and Need for Testing Documentation

        (i) rationale for meeting exclusionary criteria

(ii) locations (keyed to a map), quantities and types of pollutants discharged upstream of the dredging area (if available)

(iii) grain sizes of the dredged material (from 1d above)

(iv) results and dates of previous testing (if available)

(v) dates of previous dredging

3. Water - Column Determinations (Tiers II-IV)

a. Limiting Permissible Concentration Compliance Documentation

(i) results of the Automated Dredging and Disposal Alternatives Management System model

(ii) comparison with water quality criteria

b. Water - Column Toxicity Evaluation

c. Water - Column Testing Report

4. Benthic Determinations (Tiers II-IV)

a. Benthic Toxicity Evaluation

b. Benthic Bioaccumulation Evaluation

(i) Theoretical Bioaccumulation Potential

(ii) Benthic Bioavailability Evaluation

c. Sediment Testing Report

5. MPRSA Section 103 Ocean Disposal Criteria Compliance Evaluation

a. Compliance with Part 227 Subpart B - Environmental Impact

(i) 227.4 criteria

(ii) 227.5 prohibited materials

(iii) 227.6 prohibited constituents

(iv) 227.9 limitations on quantities

(v) 227.10 hazards

(vi) 227.13 dredged material

b. Compliance with Part 227 subpart C - Need for Ocean Dumping

(i) all sections

c. Compliance with Part 227 subpart D - Impact of the Proposed Dumping on Esthetic, Recreational and Economic Values

(i) all sections

d. Compliance with Part 227 subpart E - Impact of the Proposed Dumping on other Uses of the Ocean

(i) all sections

6. Requirements (Management Options) to meet Ocean Disposal Criteria (if applicable).

7. Requirements of Site Designation Conditions (if applicable).

8. MPRSA Section 103 Conditions.