

FILED

Apr 08, 2025

9:47 am

U.S. EPA REGION 3
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of:)	
)	FEDERAL FACILITY
United States Department of the Navy)	
Naval District Washington)	COMPLIANCE AGREEMENT
Washington Navy Yard)	
1014 N Street, SE)	
Suite 320,)	
Washington, D.C. 20374)	Docket No. CWA-03-2025-0052FF
)	
Respondent.)	
)	
Washington Navy Yard)	
1014 N Street, SE)	
Suite 320,)	
Washington, D.C. 20374)	
)	
Facility.)	
)	

SECTION I: SCOPE AND PURPOSE

1. In entering into this Federal Facility Compliance Agreement (“Agreement”), it is the express purpose of the United States Environmental Protection Agency (“EPA”) and the United States Department of the Navy (“Navy” or “Permittee”) to address the Navy’s documented failures to comply with federally enforceable requirements set forth in National Pollutant Discharge Elimination System (“NPDES”) Permit No. DC0000141 (“Permit”) issued pursuant to Section 402(a) of the Clean Water Act (“CWA”), 33 U.S.C. § 1342(a) for its Washington Navy Yard facility located at 1014 N Street, S.E., Suite 320, Washington, District of Columbia (“Facility”). It is the express additional purpose of the EPA and the Navy to further the goals of the CWA, 33 U.S.C. §§ 1251-1387. It is the objective of all provisions and obligations of this Agreement to cause the Navy to come into and maintain full compliance with all applicable Federal, state, and local laws and regulations governing the discharge of pollutants into waters of the United States, including but not limited to the requirements of the Permit governing discharges of wastewater to the Anacostia River.

SECTION II: JURISDICTION

2. The EPA and the Navy enter into this Agreement pursuant to the CWA, 33 U.S.C. §§ 1251-1387, and Executive Order No. 12088, to achieve and maintain compliance with the CWA.

SECTION III: PARTIES

3. The Parties to this Agreement are the EPA and the Navy.
4. The Navy owns and operates the Facility, which is comprised of administrative buildings, loading and unloading areas, and services such as restaurants, public works, fire and police departments, parking lots, garages, and recreational centers and maintains a subsurface storm sewer system comprised of eleven stormwater drainage areas. Note that Outfalls 013 and 14A fall within the portion of the Washington Navy Yard that has been transferred to a developer via a 99-year lease. The developer plans to remove the lines associated with Outfall 013 and reroute most of the drainage associated with Outfall 014A to Outfall 005. Additionally, due to the land exchange, the current sampling points for Outfalls 001 and 015G will be moved onto Navy property. The developer is responsible for obtaining their own permit(s) for their development area. The Navy is responsible for obtaining any necessary modifications to its Permit and/or for obtaining any new permit(s) needed concerning Navy property.
5. The Navy officers, agents, contractors, employees, successors, assigns, and all persons, departments, agencies, firms, and corporations in active concert or participation with them will take all necessary steps to ensure compliance with the provisions of this Agreement. The Navy shall give written notice of this Agreement to any prospective successor in interest. At least ninety (90) calendar days prior to transfer of ownership or operation of Facility, the Navy shall give written notice of such transfer or change in ownership or operation to the EPA Project Manager identified in Section VI (Compliance Program Submissions), below.

SECTION IV: FINDINGS OF FACT AND CONCLUSIONS OF LAW

6. For the purposes of this Agreement, the following constitutes a summary of the findings upon which this Agreement is based. The facts related herein shall not be considered admissions by any Party. This section contains findings of fact determined solely by the Parties and shall not be used by any person related or unrelated to this Agreement for purposes other than determining the basis of this Agreement.

7. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant into the waters of the United States by any person, except in accordance with other specified sections of the CWA, including Section 402, 33 U.S.C. § 1342.
8. Section 402(a) of the CWA, 33 U.S.C. § 1342(a), provides that the Administrator of the EPA may issue permits under the NPDES program for the discharge of any pollutant into the waters of the United States upon such specific terms and conditions as the Administrator may prescribe. Each violation of a NPDES permit, and each discharge of pollutant that is not authorized by an NPDES permit, constitutes a violation of Section 301(a) of the CWA, 33 U.S.C. § 1311(a).
9. NPDES Permit No. DC0000141 has been issued to the Navy. The effective dates of the Permit are February 1, 2022, to January 31, 2027.
10. The Permit authorizes the discharge of stormwater runoff from the Facility to the Anacostia River, in accordance with the listed discharge point(s), effluent limitations, monitoring requirements, and other conditions set forth therein. The Anacostia River is on the CWA Section 303(d), 33 U.S.C. § 1313(d), list of impaired waters based on pollutants including but not limited to polychlorinated biphenyls (PCBs), oil and grease, and metals, as well as others.

11. Relevant Permit Requirements:

- a. Part I. (Limitations and Monitoring Requirements), Section A (Authorized Discharges), and Section B (Final Effluent Limitations and Monitoring Requirements) of the Permit require the Navy to monitor and sample for several parameters, including, but not limited to, polycyclic aromatic hydrocarbons, PAH-1, PAH-2, and PAH-3 ("PAHs"); and total copper at the respective compliance site for Outfalls 001, 001E-MS4, 005, 006, 007, 008, 009, 013, 014A, 015G-CSO and 015H-CSO. The current sampling points for Outfalls 001 and 015G will be moved onto Navy property. The drainage from the area that is currently sampled at 014A will be routed to Outfall 005.
- b. Part I. (Limitations and Monitoring Requirements), Section D (Additional Monitoring and Reporting Requirements), Paragraph 3 (Submittal of DMRs Using NetDMR) of the Permit requires the Navy to submit its monitoring data in discharge monitoring reports ("DMRs") to the EPA no later than the 28th day of the month following the completed monitoring period using the EPA's NetDMR electronic reporting tool.
- c. Part II. (Standard Conditions), Section D (Reporting Requirements), Paragraph 1.e. (Twenty-Four Hour Reporting) of the Permit requires, in relevant part, that the Navy report any noncompliance which may endanger health or the environment orally within

24 hours from the time it becomes aware of the circumstances, and then subsequently via a written submission within five days from the time it becomes aware of the circumstances.

- d. Part III. (Special Conditions), Section B (TMDL-Based Requirements) of the Permit requires, in relevant part, that the Navy not exceed the permitted maximum cumulative annual loads for several TMDL pollutants, including, but not limited to, total arsenic, total nitrogen, and total phosphorus at Outfalls 001, 001E-MS4, 005, 006, 007, 008, 009, 013, 014A, 015G-CSO, and 015H-CSO.
12. On November 30, 2022, inspectors from the Inspection and Enforcement Division of the District of Columbia's Department of Energy and Environment ("DOEE") conducted a Compliance Evaluation Inspection ("CEI") at the Facility on behalf of EPA Region 3.
 13. Subsequent to the CEI, a copy of DOEE's November 30, 2022, report documenting observations made during the CEI was provided by electronic mail to the Navy on February 17, 2023.
 14. As stated in the DOEE CEI report, the general purpose of the inspection was to determine the reliability and accuracy of the Navy's self-monitoring program as well as overall compliance with the Permit.
 15. As described in the DOEE CEI report, authorized inspectors reviewed sampling data, yearly total maximum daily load calculations, the Stormwater Pollution Prevention Plan, facility stormwater and best management practices, routine self-inspections, and other documents related to the Navy's compliance with the Permit.
 16. In addition to the information described in the DOEE CEI report, the EPA reviewed other information relating to the Navy's compliance with the Permit, including DMRs submitted by the Navy during the period from January 2022 through July 2024.
 17. **Permittee Failed to Comply with Final Effluent Discharge Limitations:**
 - a. During the monitoring period of January 2022 through July 2024, certain DMRs, submitted by the Navy in accordance with Part I. (Limitations and Monitoring Requirements) of the Permit, indicated that there were 169 effluent discharge limitation exceedances of PAHs at Outfalls 001, 001E-MS4, 005, 006, 007, 008, 009, 013, 014A, 015G-CSO and 015H-CSO. Accordingly, the Navy was in violation of the effluent limitations for PAHs during this monitoring period and thereby failed to comply with Part I of the Permit. See Table 1, below.

Table 1. Effluent Limitation Exceedances (January 2022 through July 2024)

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
3/31/2022	001	PAH	0.0000269	0.00000287	mg/L	DAILY MX
3/31/2022	001E	PAH	0.0001407	0.00000871	mg/L	DAILY MX
3/31/2022	005	PAH	0.0001101	0.00000153	mg/L	DAILY MX
3/31/2022	005	PAH	0.0002157	0.0000153	mg/L	DAILY MX
3/31/2022	006	PAH	0.0001688	0.000001625	mg/L	DAILY MX
3/31/2022	006	PAH	0.0002323	0.00001625	mg/L	DAILY MX
3/31/2022	007	PAH	0.0001048	0.0000114	mg/L	DAILY MX
3/31/2022	007	PAH	0.0000975	0.00000114	mg/L	DAILY MX
3/31/2022	013	PAH	0.0000408	0.0000125	mg/L	DAILY MX
3/31/2022	014A	PAH	0.003091	0.0000351	mg/L	DAILY MX
3/31/2022	014A	PAH	0.001899	0.00000351	mg/L	DAILY MX
3/31/2022	015G	PAH	0.000044	0.00000556	mg/L	DAILY MX
3/31/2022	015G	PAH	0.0000468	0.000000556	mg/L	DAILY MX
3/31/2022	015H	PAH	0.0000283	0.00000556	mg/L	DAILY MX
5/31/2022	014A	PAH	0.00054	0.0000351	mg/L	DAILY MX
7/31/2022	014A	PAH	0.005	0.0000351	mg/L	DAILY MX
9/30/2022	001	PAH	0.0000351	0.0000287	mg/L	DAILY MX
9/30/2022	001E	PAH	0.0000499	0.00000871	mg/L	DAILY MX
9/30/2022	001E	PAH	0.0000454	0.000000871	mg/L	DAILY MX
9/30/2022	005	PAH	0.0000479	0.00000153	mg/L	DAILY MX
9/30/2022	005	PAH	0.0000947	0.0000153	mg/L	DAILY MX
9/30/2022	006	PAH	0.0000317	0.00001625	mg/L	DAILY MX
9/30/2022	007	PAH	0.0012178	0.0000114	mg/L	DAILY MX
9/30/2022	007	PAH	0.002121	0.00000114	mg/L	DAILY MX
9/30/2022	008	PAH	0.0000143	0.0000109	mg/L	DAILY MX
9/30/2022	008	PAH	0.0000242	0.00000109	mg/L	DAILY MX
9/30/2022	009	PAH	0.0000128	0.00000871	mg/L	DAILY MX
9/30/2022	013	PAH	0.00048	0.0000125	mg/L	DAILY MX

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
9/30/2022	013	PAH	0.0004822	0.00000125	mg/L	DAILY MX
9/30/2022	014A	PAH	0.000214	0.00000351	mg/L	DAILY MX
9/30/2022	014A	PAH	0.0002382	0.0000351	mg/L	DAILY MX
9/30/2022	015G	PAH	0.0005459	0.000000556	mg/L	DAILY MX
9/30/2022	015G	PAH	0.000742	0.00000556	mg/L	DAILY MX
9/30/2022	015H	PAH	0.001131	0.000000556	mg/L	DAILY MX
9/30/2022	015H	PAH	0.001325	0.00000556	mg/L	DAILY MX
11/30/2022	001	PAH	0.0001048	0.0000287	mg/L	DAILY MX
11/30/2022	001	PAH	0.0001059	0.00000287	mg/L	DAILY MX
11/30/2022	001E	PAH	0.0001303	0.000000871	mg/L	DAILY MX
11/30/2022	001E	PAH	0.0001236	0.00000871	mg/L	DAILY MX
11/30/2022	005	PAH	0.0000274	0.0000153	mg/L	DAILY MX
11/30/2022	006	PAH	0.000362	0.000001625	mg/L	DAILY MX
11/30/2022	006	PAH	0.0007624	0.00001625	mg/L	DAILY MX
11/30/2022	007	PAH	0.0000193	0.00000114	mg/L	DAILY MX
11/30/2022	007	PAH	0.0000786	0.0000114	mg/L	DAILY MX
11/30/2022	008	PAH	0.000019	0.0000109	mg/L	DAILY MX
11/30/2022	009	PAH	0.001015	0.000000871	mg/L	DAILY MX
11/30/2022	009	PAH	0.000906	0.00000871	mg/L	DAILY MX
11/30/2022	013	PAH	0.0000206	0.00000125	mg/L	DAILY MX
11/30/2022	013	PAH	0.0001238	0.0000125	mg/L	DAILY MX
11/30/2022	014A	PAH	0.0006553	0.0000351	mg/L	DAILY MX
11/30/2022	014A	PAH	0.000349	0.00000351	mg/L	DAILY MX
11/30/2022	015G	PAH	0.0000147	0.00000556	mg/L	DAILY MX
11/30/2022	015H	PAH	0.0000247	0.000000556	mg/L	DAILY MX
11/30/2022	015H	PAH	0.0000847	0.00000556	mg/L	DAILY MX
1/31/2023	001	PAH	0.0001207	0.0000287	mg/L	DAILY MX
1/31/2023	001	PAH	0.0001373	0.00000287	mg/L	DAILY MX
1/31/2023	001E	PAH	0.0000792	0.00000871	mg/L	DAILY MX

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
1/31/2023	001E	PAH	0.0000554	0.000000871	mg/L	DAILY MX
1/31/2023	005	PAH	0.0000961	0.00000153	mg/L	DAILY MX
1/31/2023	005	PAH	0.0001565	0.0000153	mg/L	DAILY MX
1/31/2023	007	PAH	0.0001904	0.00000114	mg/L	DAILY MX
1/31/2023	007	PAH	0.000105	0.0000114	mg/L	DAILY MX
1/31/2023	008	PAH	0.0000429	0.00000109	mg/L	DAILY MX
1/31/2023	008	PAH	0.0000136	0.0000109	mg/L	DAILY MX
1/31/2023	009	PAH	0.0001194	0.00000871	mg/L	DAILY MX
1/31/2023	009	PAH	0.0001578	0.000000871	mg/L	DAILY MX
1/31/2023	013	PAH	0.0000334	0.0000125	mg/L	DAILY MX
1/31/2023	014A	PAH	0.0001057	0.00000351	mg/L	DAILY MX
1/31/2023	014A	PAH	0.0001752	0.0000351	mg/L	DAILY MX
1/31/2023	015G	PAH	0.0005677	0.00000556	mg/L	DAILY MX
1/31/2023	015G	PAH	0.0003837	0.000000556	mg/L	DAILY MX
1/31/2023	015H	PAH	0.0002147	0.00000556	mg/L	DAILY MX
1/31/2023	015H	PAH	0.0001358	0.000000556	mg/L	DAILY MX
3/31/2023	001	PAH	0.0002515	0.00000287	mg/l	DAILY MX
3/31/2023	001	PAH	0.0002908	0.0000287	mg/l	DAILY MX
3/31/2023	001E	PAH	0.000796	0.00000871	mg/l	DAILY MX
3/31/2023	001E	PAH	0.000602	0.000000871	mg/l	DAILY MX
3/31/2023	005	PAH	0.0000658	0.0000153	mg/l	DAILY MX
3/31/2023	005	PAH	0.0000237	0.0000153	mg/l	DAILY MX
3/31/2023	006	PAH	0.0000274	0.00001625	mg/l	DAILY MX
3/31/2023	007	PAH	0.19	0.119	mg/l	DAILY MX
3/31/2023	007	PAH	0.0002865	0.0000114	mg/l	DAILY MX
3/31/2023	007	PAH	0.0003067	0.00000114	mg/l	DAILY MX
3/31/2023	008	PAH	0.0000653	0.0000109	mg/l	DAILY MX
3/31/2023	008	PAH	0.0000469	0.00000109	mg/l	DAILY MX
3/31/2023	009	PAH	0.0002873	0.000000871	mg/l	DAILY MX

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
3/31/2023	009	PAH	0.0001219	0.00000871	mg/l	DAILY MX
3/31/2023	013	PAH	0.0000191	0.00000125	mg/l	DAILY MX
3/31/2023	013	PAH	0.0000168	0.0000125	mg/l	DAILY MX
3/31/2023	014A	PAH	0.0000893	0.00000351	mg/l	DAILY MX
3/31/2023	014A	PAH	0.0002845	0.0000351	mg/l	DAILY MX
3/31/2023	015G	PAH	0.0169	0.00000556	mg/l	DAILY MX
3/31/2023	015G	PAH	0.009933	0.000000556	mg/l	DAILY MX
3/31/2023	015H	PAH	0.0000556	0.000000556	mg/l	DAILY MX
3/31/2023	015H	PAH	0.0001352	0.00000556	mg/l	DAILY MX
5/30/2023	001	PAH	0.000024600	≤0.000002870	mg/L	DAILY MX
5/30/2023	001	PAH	0.000048400	≤0.000028760	mg/L	DAILY MX
5/30/2023	001E	PAH	0.000024600	≤0.000000871	mg/L	DAILY MX
5/30/2023	001E	PAH	0.000048400	≤0.000008710	mg/L	DAILY MX
5/30/2023	006	PAH	0.000041200	≤0.000016250	mg/L	DAILY MX
5/30/2023	007	PAH	0.000040600	≤0.000001140	mg/L	DAILY MX
5/30/2023	007	PAH	0.000013500	≤0.000011400	mg/L	DAILY MX
5/30/2023	013	PAH	0.000068500	≤0.000012500	mg/L	DAILY MX
5/30/2023	014A	PAH	0.0004	≤0.000035100	mg/L	DAILY MX
5/30/2023	014A	PAH	0.0003	≤0.000003510	mg/L	DAILY MX
5/30/2023	015G	PAH	0.000053900	≤0.000005560	mg/L	DAILY MX
5/30/2023	015G	PAH	0.000019900	≤0.000000556	mg/L	DAILY MX
5/30/2023	005H	PAH	0.000020800	≤0.000000556	mg/L	DAILY MX
5/30/2023	005H	PAH	0.000050100	≤0.000005560	mg/L	DAILY MX
09/30/2023	001E-P2	PAH	0.0000127	0.00000871	mg/L	DAILY MX
09/30/2023	005-P2	PAH	0.000043	0.0000153	mg/L	DAILY MX
09/30/2023	006-P2	PAH	0.0000432	0.00001625	mg/L	DAILY MX
09/30/2023	007-P2	PAH	0.0000692	0.0000114	mg/L	DAILY MX
09/30/2023	008-P2	PAH	0.0001905	0.0000109	mg/L	DAILY MX
09/30/2023	009-P2	PAH	0.0000148	0.00000871	mg/L	DAILY MX

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
09/30/2023	013-P2	PAH	0.0000545	0.0000125	mg/L	DAILY MX
09/30/2023	014A-P3	PAH	0.0000845	0.00000351	mg/L	DAILY MX
09/30/2023	014A-P2	PAH	0.0002174	0.0000351	mg/L	DAILY MX
09/30/2023	015G-P2	PAH	0.0000437	0.00000556	mg/L	DAILY MX
09/30/2023	015H-P2	PAH	0.0000511	0.00000556	mg/L	DAILY MX
11/30/2023	001-P2	PAH	0.0001381	0.0000287	mg/L	DAILY MAX
11/30/2023	001-P3	PAH	0.0000506	0.00000287	mg/L	DAILY MAX
11/30/2023	001E-P2	PAH	0.0000482	0.00000871	mg/L	DAILY MAX
11/30/2023	005-P2	PAH	0.0001157	0.0000153	mg/L	DAILY MAX
11/30/2023	005-P3	PAH	0.0000571	0.00000153	mg/L	DAILY MAX
11/30/2023	007-P3	PAH	0.0000383	0.00000114	mg/L	DAILY MAX
11/30/2023	007-P2	PAH	0.0000392	0.0000114	mg/L	DAILY MAX
11/30/2023	008-P2	PAH	0.0003625	0.0000109	mg/L	DAILY MAX
11/30/2023	008-P3	PAH	0.0002066	0.00000109	mg/L	DAILY MAX
11/30/2023	009-P2	PAH	0.0000561	0.00000871	mg/L	DAILY MAX
11/30/2023	014A-P2	PAH	0.0000455	0.0000351	mg/L	DAILY MAX
11/30/2023	015G-P2	PAH	0.0000124	0.00000556	mg/L	DAILY MAX
11/30/2023	015H-P2	PAH	0.0000143	0.00000556	mg/L	DAILY MAX
1/31/2024	001-P3	PAH	0.000018	0.00000287	mg/L	DAILY MAX
1/31/2024	001-P2	PAH	0.000039	0.0000287	mg/L	DAILY MAX
1/31/2024	001E-P2	PAH	0.000043	0.00000871	mg/L	DAILY MAX
1/31/2024	001E-P3	PAH	0.000047	0.000000871	mg/L	DAILY MAX
1/31/2024	007-P2	PAH	0.000473	0.0000114	mg/L	DAILY MAX
1/31/2024	007-P3	PAH	0.000448	0.00000114	mg/L	DAILY MAX
1/31/2024	008-P2	PAH	0.0000113	0.0000109	mg/L	DAILY MAX
1/31/2024	009-P3	PAH	0.00023	0.000000871	mg/L	DAILY MAX
1/31/2024	009-P2	PAH	0.00023	0.00000871	mg/L	DAILY MAX
1/31/2024	013-P2	PAH	0.0000308	0.0000125	mg/L	DAILY MAX
1/31/2024	014A-P3	PAH	0.000278	0.00000351	mg/L	DAILY MAX

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
1/31/2024	014A-P2	PAH	0.000157	0.0000351	mg/L	DAILY MAX
1/31/2024	015G-P2	PAH	0.0000435	0.00000556	mg/L	DAILY MAX
1/31/2024	015G-P3	PAH	0.0000457	0.000000556	mg/L	DAILY MAX
1/31/2024	015H-P2	PAH	0.0000157	0.00000556	mg/L	DAILY MAX
3/31/2024	005-P2	PAH	0.0000641	0.0000153	mg/L	DAILY MAX
3/31/2024	006-P3	PAH	0.0001339	0.000001625	mg/L	DAILY MAX
3/31/2024	006-P2	PAH	0.0003142	0.00001625	mg/L	DAILY MAX
3/31/2024	007-P3	PAH	0.0001609	0.00000114	mg/L	DAILY MAX
3/31/2024	007-P2	PAH	0.0002602	0.0000114	mg/L	DAILY MAX
3/31/2024	008-P2	PAH	0.0000162	0.0000109	mg/L	DAILY MAX
3/31/2024	009-P2	PAH	0.000016	0.00000871	mg/L	DAILY MAX
3/31/2024	013-P2	PAH	0.0000595	0.0000125	mg/L	DAILY MAX
3/31/2024	013-P3	PAH	0.000131	0.00000125	mg/L	DAILY MAX
3/31/2024	014A-P2	PAH	0.0000388	0.0000351	mg/L	DAILY MAX
3/31/2024	015G-P2	PAH	0.0000409	0.00000556	mg/L	DAILY MAX
3/31/2024	015H-P2	PAH	0.0000131	0.00000556	mg/L	DAILY MAX
7/31/2024	001-P2	PAH	0.000063	0.0000287	mg/L	DAILY MAX
7/31/2024	001E-P2	PAH	0.0000579	0.00000871	mg/L	DAILY MAX
7/31/2024	005-P2	PAH	0.0000524	0.0000153	mg/L	DAILY MAX
7/31/2024	007-P3	PAH	0.0000617	0.00000114	mg/L	DAILY MAX
7/31/2024	007-P2	PAH	0.0000732	0.0000114	mg/L	DAILY MAX
7/31/2024	013-P2	PAH	0.0000155	0.0000125	mg/L	DAILY MAX
7/31/2024	015G-P2	PAH	0.0000568	0.00000556	mg/L	DAILY MAX
7/31/2024	015H-P2	PAH	0.0000378	0.00000556	mg/L	DAILY MAX

- b. During the monitoring period of January 2022 through July 2024, the DMRs submitted by the Navy in accordance with the Permit indicated that there were effluent discharge limitation exceedances for total copper at Outfalls 001 and 007. Accordingly, the Navy was in violation of the effluent limitation for Total Copper during this monitoring period and thereby failed to comply with Part I of the Permit. See Table 2, below.

Table 2. Effluent Limitation Exceedances (January 2022 through July 2024)

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
3/31/2023	007	Copper, T.	0.1900	<0.119	mg/L	DAILY MX
1/31/2024	001E-A	Copper, T.	0.16	0.091	mg/L	DAILY MAX
1/31/2024	007-A	Copper, T.	0.3	0.119	mg/L	DAILY MAX
3/31/2024	007-A	Copper, T.	0.26	0.119	mg/L	DAILY MAX

18. Permittee Failed to Comply with TMDL-Based Requirements:

- a. For the annual monitoring period ending July 2024, the DMR submitted by the Navy in accordance with Part III. (Special Conditions), Section B (TMDL-Based Requirements) of the Permit indicated that the maximum cumulative annual wasteload allocations for total arsenic, total nitrogen, and total phosphorus at Outfall 999 were exceeded. Accordingly, the Navy was in violation of the maximum cumulative annual wasteload allocations for total arsenic, total nitrogen, and total phosphorus for this monitoring period and thereby failed to comply with Part III., Section B of the Permit. See Table 3, below.

Table 3. Maximum Cumulative Annual Wasteload Allocation Exceedances (January 2022 through July 2024)

Monitoring Period Date	Outfall	Parameter Description	DMR Value	Permit Limit Value	DMR Value Unit	DMR Limit Type
1/31/2023	999	Arsenic, T.	0.0002	≤0.000086727	kg/d	MAXIMUM
1/31/2023	999	Nitrogen, T.	18.93	≤0.801	kg/d	MAXIMUM
1/31/2023	999	Phosphorus, T.	0.4699	≤0.105	kg/d	MAXIMUM
1/31/2024	999-TA	Nitrogen, T.	1.476344	0.7998	kg/d	DAILY MAX
1/31/2024	999-TA	Phosphorus, T.	0.159464	0.104904	kg/d	DAILY MAX

19. Permittee Failed to Comply with Reporting Requirements:

- a. The Navy failed to provide the EPA with oral notification of the effluent limitation exceedances of Total Copper on March 31, 2023, and January 31, 2024, described in Paragraph 17(b) and Table 2, above, within 24 hours of becoming aware of this noncompliance. The Navy further failed to provide the EPA with a written submission for the Total Copper exceedances on March 31, 2023, and January 31, 2024 detailing the noncompliance within five days and thereby failed to comply with Part II., Section D of the Permit.
- b. The Navy failed to provide the EPA with oral notification of the exceedances of the maximum cumulative annual wasteload allocations described in Paragraph 18 and shown in Table 3, above, within 24 hours of becoming aware of the circumstances. The Navy further failed to provide the EPA with a written submission detailing the noncompliance within five days and thereby failed to comply with Part II., Section D, of the Permit.

20. On November 15, 2022, the Navy reported to the EPA that it awarded investigatory projects on June 29, 2022, to aid in the identification of the root cause(s) of its PAH exceedances. The projects are aimed at source identification and providing recommendations for remediation, with the goal of implementing the recommended solutions. These projects have a projected completion date of December 31, 2024.

SECTION V: COMPLIANCE PROGRAM

21. The Navy agrees to take any and all necessary steps to comply fully with the Permit as soon as practicable. Such steps will include, but not be limited to, the activities outlined in this section.

22. Stormwater Sampling

The Navy shall:

- a. Collect and analyze samples from an upstream point of the NPDES permitted sample location, at the NPDES sample location, and within the Anacostia River at the approximate outfall location (three total samples for each listed outfall). Samples taken at Outfall 001, Outfall 005, Outfall 007, Outfall 008, and CSO-015 are to be analyzed for E.coli and fecal coliform. Samples taken at Outfall 001, MS4-01E, Outfall 005, Outfall 006, Outfall 007, Outfall 013, Outfall 014, CSO-15G, and CSO-15H are to be analyzed for total Polycyclic Aromatic Hydrocarbons (PAHs), PAH-group 1, PAH-group 2, and PAH-group 3.

- b. No later than June 30, 2025, submit to EPA the sampling results and summary comparing the PAH concentrations of river samples to the Washington Navy Yard permitted outfall samples and the selected upstream sample locations.

23. TideFlex Valve Assessment and Backflow Prevention

The Navy shall:

- a. Locate and assess the condition of each existing TideFlex Valve.
- b. Upon location and assessment of each existing TideFlex Valve, identify locations where best management practices need to be replaced or new installations are needed.
- c. Conduct research on alternative backflow prevention measures.
- d. Submit a final Plan for Backflow Prevention at the Facility to the EPA by June 30, 2025, and in accordance with Section VI (Review of Compliance Program Submissions), below. The Comprehensive Plan for Backflow Prevention shall include: i) locations of current practice implementation; ii) an analysis of the available alternative backflow prevention measures; iii) a detailed description of the selected approach and the reasoning behind its selection; and iv) a proposed timeline for implementation.

24. Illicit Connections Survey

The Navy shall:

- a. Develop and execute pipeline investigatory camera work to identify origins of inflow. Pipeline investigatory camera work shall be performed on both the pipe of interest and the suspected utility cross pipe(s).
- b. Submit a Final Illicit Connections Survey Report to EPA by June 30, 2025, in accordance with Section VI (Review of Compliance Program Submissions), below. The Final Comprehensive Illicit Connections Survey Report shall include: i) locations of non-stormwater inflow; ii) locations of pipeline repair needs for storm, domestic, and sanitary utilities contributing to non-stormwater inflows; iii) an analysis of available potential measures to remedy inflows; iv) a detailed description of the selected approach and the reasoning behind its selection; and v) a proposed timeline for implementation.

25. At the conclusion of the investigatory projects described in Paragraphs 22 through 24 of this Agreement, the Navy shall submit a Source Identification and Compliance Schedule to the EPA by December 31, 2025, that outlines the steps for developing a Corrective Action Plan. Within the Corrective Action Plan, the Navy shall list the separate tasks and the timelines for each task in order to meet the requirements set forth in this Agreement. The Compliance Schedule shall include, at a minimum, plans and a schedule for implementing corrective actions to return to compliance with the Permit and the CWA.
26. The EPA will review the Source Identification and Compliance Schedule and make a determination as to its completeness based on the requirements and procedures described in this Agreement.
27. Upon a determination of completeness for the Compliance Schedule, as provided in writing by the EPA to the Navy, the Navy will develop a Corrective Action Plan to be submitted within sixty (60) days of approval of the Source Identification and Compliance Schedule.
28. The EPA will review the Corrective Action Plan and make a determination as to its completeness based on the requirements and procedures described in this Agreement.
29. Within thirty (30) days of approval of the Corrective Action Plan, the Navy shall submit to the EPA for review, a list of deadlines included in the Corrective Action Plan. The list shall be submitted in an electronic format (e.g., unlocked spreadsheet or similar format agreed to by the Parties). Within thirty (30) days of an approved modification of any deadline under this Agreement, the Navy shall provide an updated list of deadlines reflecting changes to the future schedule.
30. Within thirty (30) days of completion of each project, the Navy shall submit a notice to the EPA, as identified in the Source Identification and Compliance Schedule and required by the Corrective Action Plan.
31. The Stormwater Sampling Summary Report, Plan for Backflow Prevention, Illicit Connections Survey Report, Source Identification and Compliance Schedule, and Corrective Action Plan are enforceable parts of this Agreement, effective on the date of the EPA's approval of each such document. Upon issuance of the Corrective Action Plan, a modification of the Compliance Schedule may be necessary to update dates as the Navy secures funding for the proposed work.

SECTION VI: COMPLIANCE PROGRAM SUBMISSIONS

32. For each submission required pursuant to Section V (Compliance Program) of this Agreement, the EPA will in writing: a) approve the submission in whole or in part; b) approve the submission upon specified conditions; c) modify the submission to cure any deficiencies; d) disapprove the submission, in whole or in part; or e) any combination of the above.
33. If such submission is approved, the Navy shall take all actions required by such approved submission, in accordance with the schedules and requirements set forth in such approved submission or the EPA's written notification of approval. If such submission is conditionally approved or approved only in part, the Navy shall, upon written direction from the EPA, take all actions required by any approved portion of the submission that the EPA determines is technically severable from any disapproved portion.
34. If such submission is disapproved in whole or in part, the Navy shall, within thirty (30) calendar days, or such other time as the EPA determines appropriate, correct all deficiencies, and resubmit the disapproved portion of such submission for approval, in accordance with this Agreement.
35. After review of any document resubmitted in accordance with this Section, the EPA will notify the Navy in writing as to the EPA's determination to approve, disapprove or revise in whole or part such resubmitted submission. If the resubmission is approved, in whole or in part, the Navy shall proceed in accordance with Paragraph 33, above. If any portion of such resubmission is disapproved, the EPA may again require the Navy to correct any deficiencies, in accordance with this Section.
36. In accordance with Section XII (Modifications), below, subsequent to the EPA approval of any plan, schedule or other document required to be submitted to the EPA pursuant to Section V (Compliance Program) of this Agreement, the Navy may seek the EPA's review of any written proposed revision to such previously approved document. The procedures set forth in Section XII (Modifications), below, shall apply to any such written request for any proposed revision to any document previously approved by the EPA in accordance with this Section.
37. With respect to the investigatory projects awarded on June 29, 2022, the Navy shall submit a written status report upon final execution of this Agreement describing progress and/or setbacks to date on the projects.
38. The Navy shall submit a written status report ("Semi-Annual Status Report") to the EPA by February 28 and August 31, starting at the beginning of each calendar year after finalization

of this FFCA, for as long as this Agreement is in effect. Such Semi-Annual Status Reports shall be submitted in addition to any other reporting or certification required under this Agreement or pursuant to law, regulation, or the Permit. Each such Semi-Annual Status Report shall state and describe the progress made with respect to compliance with the tasks described in Section V (Compliance Program) of this Agreement and any other tasks or plans approved by the EPA and at a minimum shall include: a) the deadlines and other milestones which the Navy was required to meet during the reporting period; b) the progress it made toward meeting them; c) the reasons for any noncompliance with this Agreement; and d) a description of any matters relevant to the status of its compliance with this Agreement. The Semi-Annual Status Report shall state and describe with specificity the cause of any failure to comply with this Agreement and/or the Permit.

39. Notification to the EPA of any noncompliance with any provision of this Agreement or anticipated delay in performing any obligation under this Agreement shall not excuse the Navy's noncompliance or anticipated delay.
40. Unless otherwise agreed to by the Parties, for purposes of this Agreement each party shall communicate with each other via electronic mail, unless electronic mail service is not reasonably available. The subject line of all email correspondence to the EPA must include the following: "WNY FFCA" and the subject or title of the relevant deliverable. All electronically submitted information transmitted to either party must be in a widely recognized and searchable format.
41. If electronic mail is not possible, the Navy should contact the EPA Project Manager identified herein, or his/her successor, to arrange alternative delivery by certified mail, return receipt requested or an overnight mail service that includes delivery tracking information upon request.
42. Written notifications via USPS and/or electronic communications between the Parties shall be addressed to the contacts identified below.

Communications sent to the EPA shall be addressed to:

Ingrid H. Hopkins, EPA Project Manager
NPDES Section, ECAD (3ED32)
U.S. EPA, Region 3
4 Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103
hopkins.ingrid@epa.gov

With a copy to:

Megan A. Elliott, Assistant Regional Counsel
Office of Regional Counsel (3RC00)
U.S. EPA, Region 3
4 Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103
elliott.megan@epa.gov and R3_ORC_Mailbox@epa.gov

Communications sent to the Navy shall be addressed to:

Captain Ryan J. Gaul, Commanding Officer
Naval Support Activity Washington
1411 Parsons Ave SE Suite 340
Washington, DC 20374
ryan.j.gaul2.mil@us.navy.mil

With a copy to:

Jasmin Dunham Tyson, Installation Environmental Program Director
Naval Support Activity Washington
1008 Eberle Place, SE, B220
Washington, DC 20374
jasmin.n.dunhamtyson.civ@us.navy.mil

43. Regardless of method of submission (electronic or other mailing), the Navy shall maintain records of each notification or communication with the EPA for the duration of this Agreement.
44. All submissions provided pursuant to this Agreement shall be signed by a duly authorized representative of the Navy who has personal knowledge of the content of such submission. A person is a "duly authorized representative" only if: a) the authorization is made in writing; and b) the authorization specifies either an individual or position having responsibility for overall operation of the regulated Facility or activity (a duly authorized representative of the Navy may thus be either a named individual or any individual occupying, whether on an acting or permanent basis, a named position). Each submission shall be admissible as evidence in any proceeding to enforce this Agreement. Each submission shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information

submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SECTION VII: COMPLIANCE WITH OTHER LAWS AND REGULATIONS

45. Compliance with the terms of this Agreement in no way affects or relieves the Navy of its obligation to comply with all applicable requirements of the CWA, and regulations promulgated pursuant thereto, or other applicable requirements of Federal, state, or local law.

SECTION VIII: PERMIT OBLIGATIONS

46. This Agreement does not constitute a permit or permit modification and does not relieve the Navy of any obligation to apply for or obtain new permits or comply with the existing Permit or any other federal, state, or local permit(s).

SECTION IX: RIGHT OF ENTRY

47. The EPA, its contractors, and other authorized representatives shall have the right to enter the Facility, subject to security requirements, to conduct any inspection or activity concerning this Agreement. This includes, but is not limited to, records inspection, sampling, testing, or monitoring that the EPA believes is necessary to determine the Navy's compliance with this Agreement, including any plan approved by the EPA in accordance with this Agreement.

SECTION X: DISPUTE RESOLUTION

48. In the event of any conflict involving violations of this Agreement, the EPA and the Navy shall meet promptly and work in good faith in an effort to reach a mutually agreeable resolution of the dispute.
49. Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. In addition, during the pendency of any dispute, the Navy agrees that it shall continue to implement those portions of this Agreement which are not in dispute.

50. The pendency of any dispute under this Section shall not affect the Navy's responsibility to perform the work required by this Agreement in a timely manner, except that the time period for completion of work affected by such dispute may, at the EPA's sole discretion, be extended for a period of time not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be completed in accordance with the applicable schedule.
51. The Parties to this Agreement shall make reasonable efforts to informally resolve any dispute at the Project Manager or immediate supervisor level. With respect to the EPA, "Project Manager" means the person identified in Paragraph 42 or any duly identified successor. With respect to the Navy, "Project Manager" means the person identified in Paragraph 42 or any duly identified successor.
52. Within thirty (30) days after any action which leads to or generates a dispute, the Navy shall submit to the EPA a written statement of dispute setting forth the nature of the dispute, the Navy's position with respect to the dispute, and the information the Navy is relying upon to support its position. If the Navy does not provide such written statement to the EPA within this thirty (30) day period, the dispute is automatically resolved in favor of the EPA.
53. Upon the EPA's receipt of the written statement of dispute from the Navy, the Parties shall engage in dispute resolution among the Project Managers and/or their immediate supervisors. The Parties shall have fourteen (14) days from the receipt by the EPA of the written statement of dispute to resolve the dispute. During this period, the Project Managers shall meet or confer as many times as necessary to discuss and attempt resolution of the dispute. If agreement cannot be reached on any issue within this fourteen (14) day period, the Navy may, within ten (10) days after the conclusion of the fourteen (14) days dispute resolution period, submit a written notice to the EPA elevating the dispute to the Dispute Resolution Committee ("DRC") for resolution. If the Navy does not elevate the dispute to the DRC within this ten (10) day period, the dispute is automatically resolved in favor of the EPA.
54. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached pursuant to the foregoing paragraphs in this Section. Following elevation of a dispute to the DRC, the DRC shall have thirty (30) days to unanimously resolve the dispute. The EPA's designated representative on the DRC is the Water Branch Chief/Enforcement and Compliance Assurance Division. The Navy's designated representative on the DRC is the Installation Commanding Officer (ICO). Delegation of the authority from a Party's representative on the DRC to an alternate shall be provided to the other Party within seven (7) days of delegation.

55. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within twenty-one (21) calendar days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Division Director of the Enforcement and Compliance Assurance Division of EPA Region 3 for final resolution of the dispute. In the event that the dispute is not elevated to the Division Director of the Enforcement and Compliance Assurance Division of EPA Region 3 within the designated twenty-one (21) day period, the dispute is automatically resolved in favor of the EPA.
56. Within twenty-one (21) calendar days of resolution of a dispute pursuant to the procedures specified in this Section, the Navy shall incorporate the resolution and final determination into the appropriate statements of work, plan, schedule, or procedures and proceed to implement this Agreement according to the amended statement of work, plan, schedule, or procedures.
57. Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the Agreement.

SECTION XI: FORCE MAJEURE

58. The Navy's obligations under the Section V (Compliance Program) of this Agreement shall be performed as set forth in this Agreement unless performance is prevented or delayed by a force majeure event. For purposes of this Agreement, "force majeure" is defined as any event arising from causes beyond the control of the Navy or of entities controlled by the Navy, including but not limited to contractors and subcontractors, which could not be overcome by the due diligence of the Navy or the entities controlled by the Navy, which delays or prevents the performance of any obligation under this Agreement, including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this Agreement. Force majeure shall not include the failure to apply for any required permits or approvals or to provide all information required in a timely manner, nor shall it include the failure of contractors or employees to perform or the avoidable malfunction of equipment.
59. If the Navy is having difficulty meeting its obligations as set forth in this Agreement due to a force majeure event, it shall notify the EPA promptly by telephone of any change in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this Agreement. In addition, within fourteen (14) days of the occurrence of circumstances causing such difficulty, it shall provide a written statement to the EPA of the reason(s), the anticipated duration of the event and delay, the measures taken and to be taken to prevent or minimize the time and effects of failing to perform or delaying any

obligation, and the timetable for the implementation of such measures. Failure to comply with the notice provisions shall constitute a waiver of any claims of force majeure. The Navy shall take all reasonable measures to avoid and/or minimize any such delay.

60. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Navy shall rest with the Navy.

SECTION XII: MODIFICATIONS

61. The requirements, timetable, and deadlines under this Agreement may be modified upon receipt of a timely request for modification and when good cause exists for the requested modification. Any request for modification by the Navy shall be submitted in writing and shall specify: the requirement, timetable, or deadline for which a modification is sought; the length of the extension sought; the good cause for the extension; and any related requirement, timetable, deadline, or schedule that would be affected if the extension were granted.
62. Good cause exists for a modification when sought in regard to: a) a Force Majeure Event; b) a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable, deadline or schedule; c) a delay caused by failure of a federal, state or local regulatory agency to perform its duties in a timely manner where regulatory action is necessary to proceed with performance of a required task pursuant to this Agreement and where the Navy has made a timely and complete request for action from such regulatory agency; and d) any other event or series of events that the Parties mutually agree constitutes good cause.
63. The EPA shall make best efforts to reply to any written request for a modification to this Agreement within twenty-one (21) calendar days of receipt of a request for a modification, and as part of such reply, advise the Navy of its position on the request. If the EPA does not concur in the extension, it shall include in its statement of nonconurrence an explanation of the basis for its position.

SECTION XIII: GENERAL PROVISIONS

64. This Agreement was negotiated and executed by the Parties in good faith to ensure compliance with the law. No part of this Agreement constitutes or should be interpreted or construed as an admission of fact or of liability under any federal, state, or local law, regulations, ordinances, or common law or as an admission of any violation of any law, regulation, ordinance, or common law requirement. By entering into this Agreement, the Navy does not waive, other than as to the enforcement of this Agreement pursuant to the

terms contained herein, any claim, right, or defense that it might raise in any other proceeding or action.

65. If any provision or authority of this Agreement or the application of this Agreement to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision(s) to other parties or circumstances and the remainder of this Agreement shall remain in force and shall not be affected thereby.
66. The undersigned representative of the Navy certifies that he or she is fully authorized by the Navy to enter into the terms and conditions of this Agreement and to execute and legally bind the Navy to this Agreement.
67. Terms and conditions of this Agreement changed by an agreed upon modification shall be enforceable as changed.
68. The Parties agree that the terms and conditions of this Agreement are enforceable as appropriate by any person pursuant to Section 505(a)(1) of the Act, 33 USC § 1365(a)(1).
69. The effective date of this Agreement shall be the date on which it is signed by the last signatory.
70. The Agreement shall be effective if signed in counterparts.
71. In computing any period of time described as “days” herein, all references to “days” refer to “calendar days.” The last day of a period of time shall be included, unless it is a Saturday, Sunday, or Federal Legal Holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a Federal Legal Holiday.

SECTION XIV: FUNDING

72. It is the expectation of the Parties to this Agreement that all obligations of the Navy will be fully funded. The Navy agrees to use every legally available mechanism to seek sufficient funding through the Navy’s budgetary process to fulfill its obligations under this Agreement.
73. Provisions herein shall not be interpreted to require obligations or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted within the terms delineated in this Agreement.

If funds are not available to fulfill the Navy's obligations under this Agreement, the EPA reserves the right to take any action which would be appropriate absent this Agreement.

**SECTION XV: CERTIFICATION OF COMPLIANCE AND
REQUEST FOR TERMINATION OF AGREEMENT**

74. Upon completion of all compliance task requirements set forth in this Agreement in Section V (Compliance Program), including completion of all tasks required pursuant to any EPA-approved plan, procedure or schedule, the Navy shall submit to the EPA a Certification of Compliance and Request for Termination of this Agreement. Such certification and request shall include, a) a certification that the Navy has maintained compliance with this Agreement, including each EPA approved plan and schedule; and b) all necessary documentation to support a finding that the Navy has adequately complied with the requirements set forth in Sections V (Compliance Program) and VI (Compliance Program Submissions).
75. This Agreement shall terminate once it is confirmed that the Navy has met all its obligations herein, as determined by the mutual consent of the Parties and evidenced in writing by the EPA.

[Space Left Intentionally Blank]

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

[digitally signed and dated]

Karen Melvin
Director, Enforcement and Compliance
Assurance Division
U.S. EPA, Region 3

FOR U.S. Navy

Date

Captain Ryan J. Gaul
Commanding Officer
U.S. Naval Support Activity Washington
Washington Navy Yard



REGION 3

PHILADELPHIA, PA 19103

In the Matter of:

:

:

:

U.S. EPA Docket No. CWA-03-2025-0052FF

United States Department of the Navy

:

Naval District Washington

:

Washington Navy Yard

:

FEDERAL FACILITY COMPLIANCE AGREEMENT

1014 N Street, SE

:

Suite 320

:

Washington, D.C. 20374

:

:

Respondent.

:

:

Washington Navy Yard

:

1014 N Street, SE

:

Suite 320

:

Washington, D.C. 20374

Facility.

CERTIFICATE OF SERVICE

I certify that by the date of signature the foregoing Federal Facility Compliance Agreement was filed with the EPA Region 3 Regional Hearing Clerk. I further certify that on the date set forth below, a true and correct copy of the foregoing was sent to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email and UPS, signature requested, to:

Jasmin Dunham Tyson, Installation Environmental Program Director
Naval Support Activity Washington
1008 Eberle Place, SE, B220
Washington, DC 20374
jasmin.n.dunhamtyson.civ@us.navy.mil

Copies served via e-mail to:

Ingrid H. Hopkins, EPA Project Manager
NPDES Section, ECAD (3ED32)
U.S. EPA, Region 3
hopkins.ingrid@epa.gov

With a copy to:

Megan A. Elliott, Assistant Regional Counsel
Office of Regional Counsel (3RC00)
U.S. EPA, Region 3
elliott.megan@epa.gov and R3_ORC_Mailbox@epa.gov

[Digital Signature and Date]

Bevin Esposito
Regional Hearing Clerk
U.S. EPA, Region 3