

**FEDERAL FACILITY COMPLIANCE AGREEMENT  
BETWEEN DEPARTMENT OF THE NAVY REGARDING PUGET SOUND NAVAL  
SHIPYARD & INTERMEDIATE MAINTENANCE FACILITY  
AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,  
REGION 10**

**EPA Docket No. CWA-10-2020-0149**

**I. SCOPE AND PURPOSE**

1. The United States Environmental Protection Agency, Region 10 (EPA) and the United States Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility (Navy) enter into this Federal Facility Compliance Agreement (FFCA) to further the goals of the Clean Water Act (CWA or the Act), 33 U.S.C. §§ 1251 et seq., and to obligate the Navy to come into and remain in full compliance with all applicable federal, state, and local laws and regulations governing the discharge of pollutants into waters of the United States at the Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF or Facility)<sup>1</sup> located in Bremerton, Washington as required by Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342.

**II. PARTIES**

2. The Parties to this FFCA are EPA and the Navy.
3. Navy officers, agents, contractors, servants, 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

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<sup>1</sup> The term PSNS & IMF as used in the title and throughout this FFCA refer only to the shipyard located in Bremerton, Washington.

FFCA. The Navy shall give written notice of this FFCA to any prospective successor in interest. At least ninety (90) days prior to transfer of ownership or operation of the Facility, the Navy shall give written notice of such transfer or change in ownership or operation to EPA at the address provided in Paragraph 21.

4. The undersigned representative of each Party to this FFCA certifies that s/he is fully authorized by the Party whom s/he represents to enter into the terms and conditions of the FFCA and to execute and legally bind that Party to it.

### **III. JURISDICTION**

5. EPA and the Navy enter into this FFCA pursuant to the CWA, 33 U.S.C. §§ 1251 et seq., and Executive Order No. 12088 to achieve and maintain compliance with the CWA.

### **IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

6. For the purposes of this FFCA, the following constitutes a summary of the findings upon which this FFCA 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 for purposes other than determining the basis of this FFCA.
7. Section 301(a) of the Clean Water Act, 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 Act, including Section 402, 33 U.S.C. § 1342.
8. Section 402(a) of the Act, 33 U.S.C. § 1342(a), provides that the Administrator of EPA may issue permits under the National Pollutant Discharge Elimination System (NPDES) program for the discharge of any pollutant into the waters of the United States upon

condition that such discharge meets the applicable requirements of the CWA and such terms and conditions as the Administrator determines are necessary to carry out the CWA. Each violation of an NPDES permit, and each discharge of pollutant that is not authorized by an NPDES permit, constitutes a violation of Section 301(a) of the Act, 33 U.S.C. § 1311(a).

9. EPA issued NPDES Permit WA0002062 (Permit) to the Navy authorizing, subject to the terms and conditions of the Permit, the discharge of pollutants at or from PSNS & IMF, effective April 1, 1994 to April 1, 1999. The Permit has been administratively extended.
10. The Permit specifies the conditions under which the Navy may discharge dry dock drainage, non-contact cooling water, treated steam plant wastewater, stormwater runoff, demineralized water, steam condensate, saltwater from the supply system, and potable water from the Facility.
11. The Facility has a history of noncompliance with its Permit. EPA has notified and provided compliance assistance to the Navy on numerous occasions over the last 11 years to achieve compliance with the Permit specifically as it relates to exceedances of the Permit's effluent limits, including exceedances of copper. EPA and the Navy entered a prior FFCA in 2009 in response to 75 reported exceedances of the Permit's limits from May 2003 to July 2009. In the 2009 FFCA, the Navy agreed to undertake several actions, including, among other things, to improve source control, to implement better dry dock cleaning practices, and to improve the efficiency and effectiveness of the process wastewater collection system.

12. The 2009 FFCA did not achieve lasting Permit compliance. During the period from May 2009 to October 2012, the Navy reported 53 exceedances of the Permit's effluent limits for total recoverable copper. Based on these violations, the Navy entered into a second FFCA in 2013 in which it agreed to, among other things, implement upgrades to the process wastewater collection and monitoring systems and infrastructure improvements. The 2013 FFCA required compliance by December 31, 2017.
13. The Navy completed actions required by the 2013 FFCA at PSNS & IMF Outfall 19 (Dry Dock 6) in June 2014. The Navy completed actions required by the 2013 FFCA at PSNS & IMF Outfall 18 (Dry Docks 1-5) in June 2018.
14. Despite the 2013 FFCA, the Navy continued to violate the Permit limits for total recoverable copper, including after the actions specified in the 2013 FFCA were completed.
15. Specifically, Part I.A.I.a of the Permit specifies discharge limits for total recoverable copper. During the period from September 1, 2013 to September 1, 2018, the Facility had 355 documented exceedances<sup>2</sup> of the Permit's limits for total recoverable copper. The Navy reported five exceedances at Outfall 19 (Dry Dock 6) after it completed all actions specified in the 2013 FFCA. The dates of the Discharge Monitoring Reports (DMRs) in which all violations were reported, the Permit limits the Navy violated, and the

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<sup>2</sup> The Navy reported 32 exceedances. *See* Attachment 1. The Permit includes daily maximum and monthly average effluent limits. Consistent with EPA policy, EPA documents each of the Navy's reported monthly average effluent limit exceedances as one exceedance for each day of the month in which it occurred. *See* U.S. EPA, *Interim Clean Water Act Settlement Penalty Policy* (March 1, 1995).

information regarding specific exceedances of the Permit's effluent limits are indicated in Attachment 1 to this FFCA.

#### **V. COMPLIANCE PROGRAM**

16. 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. To the extent that the Navy can achieve compliance more expeditiously than the timeframes set forth in this FFCA, the Navy shall do so.
17. The Navy agrees to complete the following steps under this FFCA:
  - a. No later than June 30, 2021, the Navy shall identify all entrances to the Dry Dock 6 drainage system accessible from the dry dock floor, using a painted border and label which states "Drains to Bay" or similar. This label may consist of a painted sign, placard, etc. so long as it is easily visible and legible.
  - b. To prevent the buildup of debris near the dry dock drainage system and enable the Navy to more effectively clean these areas, the Navy shall, beginning with the next aircraft carrier availability in Dry Dock 6, use manifolds installed in the wall of the dry dock to convey single-pass cooling water from vessels in Dry Dock 6 to the dry dock drainage system. The Navy may route hoses to the dry dock drainage entrances in the dry dock, per the current process, only if the manifolds render the Navy unable to safely convey single-pass cooling water to the drainage system or present a risk to the safety of the vessel in dry dock.
  - c. After the next Dry Dock 6 caisson overhaul and no later than October 31, 2023, the Navy shall remove all bay silt and other material from the wet well of Dry

Dock 6.

- d. The Navy shall, beginning with the next aircraft carrier availability in Dry Dock 6, install an impermeable cover over the main dewatering grates in Dry Dock 6 for the duration of the availability to prevent discharge of any industrial debris into the dry dock drainage system through the dewatering grate.
- e. To prevent industrial debris or bay silt from being washed into the dry dock drainage system during vessel availabilities and dry dock operations, the Navy shall, no later than December 31, 2021, install curbing at the base of all dry dock drainage system access doors in Dry Dock 6.
- f. The Navy shall conduct repairs on the groundwater relief system in Dry Dock 6. The Navy has requested Fiscal Year 2021 design funding for such repairs and shall seek funding to implement designed repairs no later than 90 days following completion of the design phase. The Navy's efforts to obtain such funding shall be consistent with Paragraph 44 of this FFCA. If funding is provided, the Navy shall make every effort to begin repairs no later than September 30th, 2023. The Navy shall notify EPA if funding is obtained, of progress (expressed as percent complete) in each quarterly status report required under Paragraph 18, and when repairs on the groundwater relief system in Dry Dock 6 are complete.
- g. The Navy shall conduct a copper source assessment study on Outfall 19 discharges from Dry Dock 6 to the dry dock drainage system. The Navy will request funding for such study and schedule the study to occur while an aircraft carrier is docked in Dry Dock 6. The Navy's efforts to obtain such funding shall

be consistent with Paragraph 44 of this FFCA. If funding is provided, the study shall conclude no later than September 30, 2023 based on the current carrier docking schedule. At a minimum, the Navy shall monitor copper levels throughout the dry dock drainage system to identify potential sources of copper and to quantify the effects that such copper sources have on Total Recoverable Copper levels in Outfall 19 discharge.

- h. Concurrently, or beginning no later than thirty (30) days following completion of the copper assessment study described in Part g of this paragraph, the Navy shall evaluate additional copper treatment options and assess the practicability of implementing each option identified at Outfall 19 taking into consideration efficacy of copper treatment or separation and may consider the availability of space at the Facility and cost, as appropriate. In considering the availability of space and cost, the Navy shall consider current space and cost limitations as well as all known future funding and planned construction and/or reconstruction projects. If funding is required to complete this evaluation, the Navy's efforts to obtain such funding shall be consistent with Paragraph 44 of this FFCA.
- i. No later than one hundred twenty (120) days following completion of the copper treatment system evaluation described in described in Part h of this paragraph, the Navy shall submit a report to EPA that describes the results of the copper source assessment study and the copper treatment system evaluation and provides a proposed integrated copper discharge minimization approach for Outfall 19. If funding is required to complete this report, the Navy's efforts to obtain such

funding shall be consistent with Paragraph 44 of this FFCA.

## **VI. REPORTING AND SAMPLING**

18. The Navy shall submit a written status report to EPA no later than sixty (60) days after the end of each fiscal year quarter as long as this FFCA is in effect. The status report shall be submitted in addition to any other reporting or certification required under this FFCA or pursuant to law, regulation, or the Permit. The status report shall state and describe the cause of any failure to comply with this FFCA and at a minimum shall include: (1) the deadlines which the Navy was required to meet during the reporting period; (2) the progress the Navy made toward meeting each deadline or milestone; (3) the reasons for any noncompliance with this FFCA; and (4) a description of any matters relevant to the status of its compliance with this FFCA. It is the expectation of both parties that as individual items are reported as completed in the quarterly reports submitted pursuant to this paragraph, EPA will, to the extent feasible within its existing resources, review the documentation sent to support the completion claim and attempt to raise any questions or concerns in a timely manner. If EPA concludes that the compliance activities have been completed, EPA will so notify the Navy in writing.
19. Within thirty (30) days of the Navy's determination that all compliance activities required under this FFCA have been fully performed, the Navy shall submit a completion report to EPA that demonstrates that the activities have been completed in full satisfaction of this FFCA. If EPA concludes that the compliance activities have been completed, EPA will so notify the Navy in writing. EPA's notice of concurrence on completion does not constitute termination of this FFCA. If EPA concludes that any portion of the compliance

activities not previously deemed complete have not been completed, EPA will notify the Navy in writing of activities that are incomplete and shall develop a plan for performance of such activities under this FFCA or under a new FFCA.

20. Notification to EPA of any noncompliance with any provision of this FFCA or anticipated delay in performing any obligation under this FFCA shall not excuse the Navy's noncompliance or anticipated delay.
21. Unless specified otherwise, written notification to or communication with EPA required by the terms of this FFCA shall be addressed as follows:

Chae Park  
U.S. Environmental Protection Agency  
Region 10, Mail Stop 20-C04  
1200 Sixth Avenue, Suite 155  
Seattle, Washington 98101  
park.chae@epa.gov  
(206) 553-1441

Unless specified otherwise, written notification to or communication with the Navy required by the terms of this FFCA shall be addressed as follows:

Trevor Richardson  
NPDES Program Manager, Code 106.32  
PSNS & IMF, 1400 Farragut Avenue Stop 2029  
Bremerton, Washington 98314-2029  
trevor.richardson@navy.mil  
Desk: (360) 476-0118  
Mobile: (360) 535-2898

22. Each notification or communication to EPA required by this FFCA shall be deemed submitted on the date it is postmarked, and shall be sent by certified mail, return receipt requested unless an alternate method is agreed to in writing by EPA and the Navy. An electronic copy of the notification or communication will also be sent via email. The

Navy shall maintain records of each notification or communication, together with proof of mailing by certified mail, for the duration of this FFCA.

23. All submissions provided pursuant to this FFCA shall be signed by a duly authorized representative of the Navy who has personal knowledge of the submission's contents. Each submission shall be admissible as evidence in any proceeding to enforce this FFCA.

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."

## **VII. TERMINATION**

24. The Navy may seek termination of this FFCA on completion of all compliance and reporting activities delineated in Paragraphs 17 and 18 and following EPA's written notification of its concurrence on completion consistent with the requirements set forth in Paragraph 19. The Navy's request for termination shall include a summary of the information that supports the termination request. EPA will review the information and upon EPA's verification that the information provided by the Navy is sufficient to support the termination request, EPA will provide a written notice of termination to the Navy. This FFCA will terminate upon the Navy's receipt of EPA's written notice of termination. Alternatively, if EPA issues the Navy a renewed NPDES permit before this

FFCA expires, outstanding conditions of this FFCA may be incorporated into the permit, as necessary. The EPA may terminate this FFCA, or conditions therein that are incorporated into a renewed NPDES permit, upon the effective date of the renewed NPDES permit.

#### **VIII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS**

25. Compliance with the terms of this FFCA in no way affects or relieves the Navy of its obligation to comply with all applicable requirements of the CWA and regulations promulgated thereunder, or other applicable requirements of federal, state, or local law.

#### **IX. PERMIT OBLIGATIONS**

26. This FFCA does not constitute a permit and does not relieve the Navy of any obligation to apply for, obtain, and comply with its existing NPDES Permit.

#### **X. RIGHT OF ENTRY**

27. EPA, its contractors, and other authorized representatives shall have the right to enter the Facility to conduct any inspection, including but not limited to records inspection, sample testing, or monitoring they believe is necessary to determine the Navy's compliance with this FFCA. EPA's right of entry may be subject to and shall be exercised in compliance with all reasonable restrictions imposed by PSNS & IMF for reasons of security. This paragraph in no way affects or expands upon any other right of entry or inspection under federal or state law.

## **XI. DISPUTE RESOLUTION**

28. In the event of any conflict involving violations of this FFCA, EPA and the Navy shall meet promptly and work in good faith in an effort to reach a mutually agreeable resolution of the dispute.
29. Except as specifically set forth elsewhere in this FFCA, if a dispute arises under this FFCA, 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 FFCA which are not in dispute.
30. The pendency of any dispute under this Section shall not affect the Navy's responsibility to perform the work required by this FFCA in a timely manner, except that the time period for completion of work affected by such dispute may, at 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 FFCA which are not affected by the dispute shall continue and be completed in accordance with applicable schedule.
31. EPA and the Navy shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. For the purposes of this FFCA, Project Managers are those contacts identified in Paragraph 21 of this FFCA or any duly identified successor. The Navy shall provide EPA written notice within five (5) working days of any change of Project Manager that occurs while this FFCA is in effect.
32. Within fourteen (14) days after any action which leads to or generates a dispute, the Navy shall submit to 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 EPA within this fourteen (14) day period, the Navy shall be deemed to have agreed with EPA's position with respect to the dispute.

33. Upon 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 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) day dispute resolution period, submit a written notice to 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 Navy shall be deemed to have agreed with EPA's position with respect to the dispute.
34. 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. EPA's designated representative on the DRC is the Director, Enforcement and Compliance Assurance Division, EPA Region 10. The Navy's designated representative on the DRC is the Director, Environment, Safety, and Health Department, PSNS & IMF.

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.

35. If unanimous resolution by the DRC is not achieved within this thirty (30) day period, a member of the DRC may, within thirty (30) days after the conclusion of the thirty (30) day dispute resolution period, submit a written Notice of Dispute to the Regional Administrator of EPA Region 10 and the Commander, PSNS & IMF for final resolution of the dispute. In the event that the dispute is not elevated to the Regional Administrator of EPA Region 10 and Commander, PSNS & IMF within the designated thirty (30) day period, the Navy shall be deemed to have agreed with the EPA DRC representative's position with respect to the dispute.
36. Within twenty-one (21) days of a successful resolution of a dispute pursuant to the procedures specified in this Section, the Navy shall incorporate the resolution and final determination into the appropriate statement of work, plan, schedule, or procedures and proceed to implement this FFCA according to the amended statement of work, plan, schedule, or procedures. If additional funding, contract actions, or legal processes are required to implement a resolution, the Navy's statement of work, plan, schedule, or procedure to seek funding, take a contract action, or comply with a legal process satisfies the intent of this paragraph.
37. Mutual resolution of a dispute pursuant to this Section of the FFCA constitutes a final resolution of the dispute arising under this FFCA. The Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of the FFCA. If a dispute cannot be mutually resolved, it may be elevated to each agency's

relevant headquarters, or EPA Region 10 may take enforcement action as otherwise appropriate.

## **XII. FORCE MAJEURE**

38. The Navy's obligations under the Compliance Program Section of this FFCA shall be performed as set forth in this FFCA unless performance is prevented or delayed by a force majeure event. For purposes of this FFCA, "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 FFCA, including acts of God or war, labor unrest, and any judicial orders which prevent compliance with the provisions of this FFCA. Force majeure shall not include increased costs of performance of any activity required by this FFCA or 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.
39. If the Navy is having difficulty meeting its obligations as set forth in this FFCA due to a force majeure event, it shall notify EPA promptly by telephone of any change in circumstances giving rise to the suspension of performance or the nonperformance of any obligation under this FFCA. In addition, within fourteen (14) days of the occurrence of circumstances causing such difficulty, it shall provide a written statement to 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 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.

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

### **XIII. MODIFICATIONS**

41. The requirements, timetable, and deadlines under this FFCA 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.
42. Good cause exists for a modification when sought in regard to a force majeure; a delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; a delay caused by failure of a regulatory agency to perform its duties in a timely manner where regulatory action is necessary to proceed with construction and where the Navy has made a timely and complete request for action from the regulatory agency; and any other event or series of events that EPA and the Navy mutually agree constitutes good cause.

43. Within twenty-one (21) days of receipt of a request for a modification, EPA shall advise the Navy of its position on the request. If EPA does not concur in the extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

#### **XIV. FUNDING**

44. It is the expectation of the Parties to this FFCA that all obligations of the Navy arising under this FFCA will be fully funded. The Navy agrees to use every legally available mechanism to seek sufficient funding through the federal budgetary process to fulfill its obligations under the FFCA.
45. Provision herein shall not be interpreted to require obligations or payment of funds in violations 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 FFCA.
46. If funds are not available to fulfill the Navy's obligations under this FFCA, EPA reserves the right to initiate an action against any other person, or to take any action which would be appropriate absent this FFCA.

#### **XV. GENERAL PROVISIONS**

47. This FFCA was negotiated and executed by EPA and the Navy in good faith to ensure compliance with the law. No part of this FFCA constitutes or should be interpreted or construed as an admission of fact or of liability under federal, state or local laws, regulations, ordinances, or common law or as an admission of any violations of any laws, regulations, ordinances, or common law. By entering into this FFCA, the Navy does not

waive, other than as to the enforcement of this FFCA pursuant to the terms contained herein, any claim, right, or defense that it might raise in any other proceeding or action.

48. Unless otherwise specified, in computing any period of time described as “days” herein, all references to “days” refer to “calendar days.” The last day of a time period shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.
49. Terms and conditions of this FFCA changed by an agreed upon modification shall be enforceable as changed.
50. EPA and the Navy agree that the terms and conditions of this FFCA are enforceable, as appropriate, by any person pursuant to Section 505 of the Act, 33 U.S.C. § 1365. Nothing in this agreement shall be deemed to waive the sovereign immunity of the United States beyond what is already provided in the CWA.
51. If any provision of this FFCA or the applications of this FFCA to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the FFCA shall remain in force and shall not be affected thereby.
52. The effective date of this FFCA shall be the date on which it is signed by the last signatory.
53. The FFCA shall be effective if signed in counterparts.

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Agreed:

For EPA:

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DATE

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EDWARD J. KOWALSKI, Director Enforcement  
and Compliance Assurance Division U.S.  
Environmental Protection Agency  
Region 10

For Navy:

9/1/2020  
\_\_\_\_\_

DATE

  
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D. WOLFSON  
Captain, United States Navy  
Commander  
Puget Sound Naval Shipyard & Intermediate  
Maintenance Facility

## ATTACHMENT 1

### Total Recoverable Copper Effluent Limit Exceedances Reported Monitoring Period: September 1, 2013 – September 1, 2018

| Month-Year of Violation | Outfall No. | Permit Effluent Limit | Value Reported | Unit | Limit Type      |
|-------------------------|-------------|-----------------------|----------------|------|-----------------|
| Oct-13                  | 18          | 0.44                  | 0.6400         | lb/d | Monthly Average |
| Oct-13                  | 18          | 0.77                  | 1.0600         | lb/d | Daily Maximum   |
| Nov-13                  | 18          | 0.019                 | 0.0260         | mg/L | Monthly Average |
| Nov-13                  | 18          | 0.033                 | 0.0380         | mg/L | Daily Maximum   |
| Nov-13                  | 18          | 0.44                  | 0.8700         | lb/d | Monthly Average |
| Nov-13                  | 18          | 0.77                  | 1.3500         | lb/d | Daily Maximum   |
| Dec-13                  | 18          | 0.019                 | 0.0280         | mg/L | Monthly Average |
| Dec-13                  | 18          | 0.033                 | 0.0580         | mg/L | Daily Maximum   |
| Dec-13                  | 18          | 0.44                  | 0.9700         | lb/d | Monthly Average |
| Dec-13                  | 18          | 0.77                  | 2.0600         | lb/d | Daily Maximum   |
| Jan-14                  | 18          | 0.77                  | 0.8100         | lb/d | Daily Maximum   |
| Feb-14                  | 18          | 0.44                  | 0.5000         | lb/d | Monthly Average |
| Mar-14                  | 18          | 0.033                 | 0.0390         | mg/L | Daily Maximum   |
| Mar-14                  | 18          | 0.77                  | 1.6200         | lb/d | Daily Maximum   |
| May-15                  | 18          | 0.033                 | 0.0350         | mg/L | Daily Maximum   |
| Oct-15                  | 18          | 0.44                  | 0.4600         | lb/d | Monthly Average |
| Oct-15                  | 18          | 0.77                  | 1.0000         | lb/d | Daily Maximum   |
| Nov-15                  | 18          | 0.033                 | 0.0340         | mg/L | Daily Maximum   |
| Nov-15                  | 18          | 0.77                  | 0.9400         | lb/d | Daily Maximum   |
| Aug-16                  | 18          | 0.77                  | 0.9200         | lb/d | Daily Maximum   |
| May-17                  | 18          | 0.033                 | 0.0500         | mg/L | Daily Maximum   |
| May-17                  | 18          | 0.44                  | 0.5100         | lb/d | Monthly Average |
| May-17                  | 18          | 0.77                  | 1.6800         | lb/d | Daily Maximum   |
| Sep-17                  | 18          | 0.019                 | 0.0400         | mg/L | Monthly Average |
| Sep-17                  | 18          | 0.033                 | 0.1600         | mg/L | Daily Maximum   |
| Sep-17                  | 18          | 0.44                  | 0.7300         | lb/d | Monthly Average |
| Sep-17                  | 18          | 0.77                  | 2.9400         | lb/d | Daily Maximum   |

| Month-Year of Violation | Outfall No.                                  | Permit Effluent Limit | Value Reported | Unit | Limit Type      |
|-------------------------|----------------------------------------------|-----------------------|----------------|------|-----------------|
| <b>Jun-18</b>           | <b>Note: All 2013 FFCA actions complete.</b> |                       |                |      |                 |
| Jun-18                  | 19                                           | 1.44                  | 1.6400         | lb/d | Daily Maximum   |
| Jul-18                  | 19                                           | 0.033                 | 0.0360         | mg/L | Daily Maximum   |
| Jul-18                  | 19                                           | 0.83                  | 1.9400         | lb/d | Monthly Average |
| Jul-18                  | 19                                           | 1.44                  | 3.6000         | lb/d | Daily Maximum   |
| Aug-18                  | 19                                           | 1.44                  | 1.5200         | lb/d | Daily Maximum   |