



THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

OFFICE OF COASTAL ZONE MANAGEMENT

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Public Notice

Notice of Submission of Request for Clarification Pursuant to 301 CMR 23.00

In accordance with applicable regulations at 301 CMR 23.00, public notice is hereby given of the submission of the New Bedford Port Authority's and Town of Fairhaven's request for clarification on the Waterfront Development Shoreline Facilities and Potential Navigational Dredge Areas approved under the Secretary's 2010 Decision on the New Bedford/Fairhaven Municipal Harbor Plan.

Written comments on this request will be considered. Comments must be received by 4:30pm on Friday, May 22, 2020. Comments should be addressed to:

Office of Coastal Zone Management
251 Causeway Street, Suite 800
Boston, MA 02114
Attention: David Janik

Note: Due to the COVID-19 outbreak, comments can also be submitted electronically to David.Janik@mass.gov and copied to Robert.Boeri@mass.gov.

Notification Date: May 6, 2020





NEW BEDFORD
PORT AUTHORITY

52 Fisherman's Wharf TEL (508) 961-3000
New Bedford, MA 02740 FAX (508) 979-1517
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May 1, 2020

MA Office of Coastal Zone Management
Kathleen Theoharides, Secretary
100 Cambridge St., Suite 900
Boston, MA 02114

RE: Request for Clarification to the Municipal Harbor Plan for New Bedford / Fairhaven Harbor

Ref: "New Bedford / Fairhaven Municipal Harbor Plan", dated May 26, 2010

Dear Secretary Theoharides:

Pursuant to 301 CMR 23.06, the New Bedford Port Authority and Town of Fairhaven respectfully request a clarification to the above referenced Municipal Harbor Plan, herein after referred to as "the Plan". Specifically, the request for clarification is to allow for modifications to the Potential Navigational Dredge Areas and the addition of two Waterfront Development Shoreline Facilities (WDSF). The purpose of this clarification is to ensure these areas meet the intent of the 2010 Plan and to incorporate this information in updated MOAs. Once the clarification to the Municipal Harbor Plan is issued, we will work with DEP to develop an updated Memoranda of Agreement (MOA).

Since the Plan was accepted in 2010 and after the 2014 updated (MOA), several properties in the harbor have identified dredging needs that require the boundary of the navigational dredge area to be clarified. These properties are identified in Attachment A and include four areas along the Fairhaven shoreline and one area north of Popes Island between CAD Cell #4 and the 2014 Navigational Dredge Areas. These navigational dredge areas are contiguous with the previously identified potential navigational dredge areas and will continue to enhance the clean-up of the harbor by removing contaminated surface sediments and placing them in CAD cells.

The CZM program has identified DPAs as geographic areas of particular significance to the promotion of commercial fishing, shipping, and other vessel-related activities associated with water borne commerce and the promotion of manufacturing, processing, and production activities reliant upon marine transportation or the withdrawal or discharge of large volumes of water. CZM recognizes that these water-dependent industrial uses vary in scale and intensity but generally share a need for infrastructure with three essential components: commercial navigation and/or direct utilization of the water, backland space conducive to industrial facilities and operations, and land based transportation and public utility services appropriate for general industrial purposes. (*Reference: 301 CMR 25.00 Designation of Port Areas 25.01(2) Purpose*). In New Bedford / Fairhaven, the majority of the shoreline areas are within the DPA validating the importance of the water-dependent industrial uses. These uses require navigable access as well as suitable shoreline infrastructure.

Waterfront Development Shoreline Facilities (WDSFs) are identified in the Plan as highly advantageous in concert with CAD cells. Stakeholders involved in dredging projects within the Port recognize that significant benefit could be derived, both from an environmental perspective as well as from a Port logistic perspective, if beneficial re-use of the non-contaminated material derived from dredging and

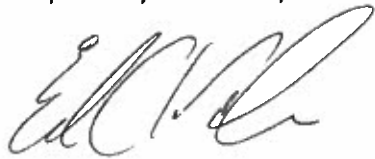
CAD Cell construction could be employed in WDSFs. Creation of WDSFs will also allow for the repair, improvement and expansion of several key bulkhead areas, primarily within the DPA.

Two areas have recently been identified for WDSFs while two areas are no longer considered for WDSFs. The two areas identified for WDSFs are located at Eastern Fisheries (between 22 Antonio Costa Blvd. and 14 Hervey Tichon Ave) and 30 Pine St (current Sprague Energy site), which has two specific locations, with a combined area of approximately 152,000 SF. The areas no longer proposed for WDSFs are located north of Pope's Island, totaling approximately 187,000 SF. Resulting in a net decrease of approximately 35,000 SF from the areas identified in the 2010 Plan and 2014 MOA.

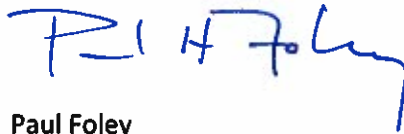
Concept Plan (Figure 1-1) was included in the Plan and depicted potential areas of navigational dredging, CAD cells, and WDSFs. The Plan states that Figure 1.1 was not intended to be prescriptive for purposes of any state or local permitting within the harbor planning area. Included herein as Attachment B is an updated figure depicting the current areas for dredging, CAD Cells and WDSFs.

We appreciate your consideration of our request for clarification and ask that you contact Ed Anthes-Washburn at 508-961-3000 with any questions.

Respectfully submitted,



Ed Anthes-Washburn
New Bedford Port Authority



Paul Foley
Planning Department
Town of Fairhaven

cc: Lisa Berry Engler, Director, CZM
Dave Janik, South Coastal Regional Coordinator, CZM
Tyler Soleau, Assistant Director, CZM
Edward Anthes-Washburn (NBPA)
Mark Rees (Fairhaven)
Paul Foley (Fairhaven)

List of Attachments:

Attachment A: Supplemental Information in Support of Request for Clarification to the Municipal Harbor Plan for New Bedford / Fairhaven Harbor

Attachment B: Dredging Projects New Bedford, Massachusetts

Attachment C: 2014 First Amendment to the Memorandum of Agreement between the Commonwealth of Massachusetts through the Massachusetts Department of Environmental Protection and the U.S. Environmental Protection Agency, New England District

**Attachment A: Supplemental Information in Support of
Request for Clarification
to the Municipal Harbor Plan for New Bedford / Fairhaven Harbor**

I. Summary and Update of Dredging in the Harbor:

The CZM program has identified DPAs as geographic areas of particular significance to the promotion of commercial fishing, shipping, and other vessel-related activities associated with water borne commerce and the promotion of manufacturing, processing, and production activities reliant upon marine transportation or the withdrawal or discharge of large volumes of water. CZM recognizes that these water-dependent industrial uses vary in scale and intensity but generally share a need for infrastructure with three essential components: commercial navigation and/or direct utilization of the water, backland space conducive to industrial facilities and operations, and land based transportation and public utility services appropriate for general industrial purposes. (Reference: 301 CMR 25.00 Designation of Port Areas 25.01(2) Purpose). In New Bedford / Fairhaven, a significant portion of the shoreline areas are within the DPA validating the importance of the water-dependent industrial uses. The DPA is described fully in the Municipal Harbor Plan (the Plan). The water-dependent industrial uses require navigable access as well as suitable shoreline infrastructure, making dredging and shoreline facilities critical in the harbor.

The Plan details the critical need for dredging in the harbor as well as the dredge and disposal management plan. Dredging is required to meet the needs of the commercial and recreational users of the Harbor; to restore federal channels to authorized depths; to undertake additional dredging outside of the federal areas to meet the needs of state, municipal, and private sector facilities; and to advance harbor cleanup efforts.

For decades, several industries operating on or near the waterfront introduced PCBs and other toxins into the water and contaminated the sediments settling on the harbor bottom. This complicated efforts to dispose of dredged materials, which ultimately have been disposed of offsite and in Confined Aquatic Disposal (CAD) cells in the harbor.

Because nearly all of the sediments that exist within the Harbor contain various levels of contaminants, including PCBs and metals, the Plan strongly supports the dredging and confinement of those sediments (whether the purpose is for navigational dredging or for Superfund cleanup). The Plan strongly supports these efforts because the result of dredging for either reason will be to remove contaminated sediments from direct contact with the Harbor environment, resulting in a cleaner, healthier Harbor.

In its 2002 “Dredge Materials Management Plan” (DMMP) for New Bedford/Fairhaven Harbor, CZM estimated that a total of up to 2,000,000 cubic yards of material will need to be dredged from the Harbor to return federal channels to authorized depths and to complete several other important state, municipal and private dredging projects outside the federal areas. Significant progress has been made since 2002, with dredging of approximately 1.35 million cubic yards completed as of April 2019.

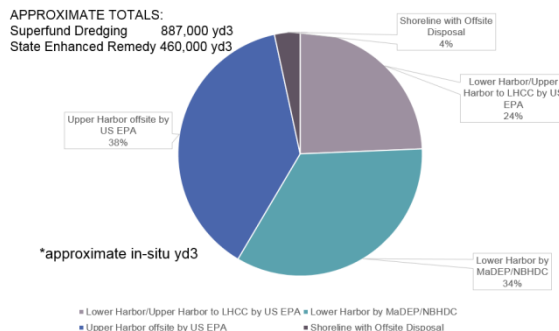


Figure 1: Dredging Progress through April 2019
 by US EPA (Superfund) and Navigational Dredging (*figure provided by EPA*)

Superfund Process and Dredging (excerpt from the Plan):

“The Superfund process is overseen by the USEPA, and was promulgated through the adoption of the Record of Decision (ROD) for the Superfund Remedy, which was published and adopted in 1998. The Superfund ROD established the cleanup limits for the New Bedford Harbor Superfund Site, as well as the geographic extent of the Site, and the proposed Remedy for addressing the cleanup of the Site. For the New Bedford Harbor Superfund Site, the USEPA has designated its Federal partner, the US Army Corps of Engineers, to conduct actual field implementation of the Remedy. The regulatory framework under which the work is conducted follows the Federal Superfund Cleanup process. The USEPA has decision-making authority concerning all aspects of the cleanup process. The process requires that Applicable or Relevant and Appropriate Regulations (ARARs) be followed during the conduct of the work. These ARARs are part of the ROD and include citations to numerous federal and state regulations as well as actions to be taken to attain the ARARs.

The Superfund process also includes a Commonwealth of Massachusetts partner, the MassDEP (Division of Waste Site Cleanup). MassDEP personnel represent the State’s interests in the cleanup action and provide technical assistance and input to the process. MassDEP is responsible for 10% of the Remedial Action costs. The USEPA is remediating Superfund-level PCB impacted sediments at the Site. The USACE is USEPA’s contractor for this Superfund Site. More information concerning the USEPA regulatory process for the Superfund Cleanup of the Harbor can be found here: <http://www.epa.gov/boston/nbh/>. The Plan supports the Superfund regulatory process as it is applied to the cleanup of Superfund material in the Harbor.

In order to facilitate navigational dredging, the MassDEP requested that EPA include as an Enhancement of the Remedy, the navigational dredging under the Superfund process. The EPA incorporated this request in the Record of Decision (ROD) allowing this State Enhanced Remedy (SER). This streamlined and dedicated regulatory process is an innovative and unique approach to contaminated sediment disposal. It offers an opportunity to address the backlog of urgently needed dredging projects. Memoranda of Agreement (MOAs) between the USEPA, MassDEP, and the New Bedford Harbor Development Commission d.b.a. New Bedford Port Authority establish the formal lines of authority for work under the SER process.

II. State Enhanced Remedy Process:

A State Enhanced Remedy (SER) was requested by the MassDEP to include the navigational dredging

under the Superfund process. USEPA included this into the ROD, signed September 1998. The purpose of the SER was to increase the amount of PCB contaminated sediments removed from the New Bedford Harbor Site, and allow for greater coordination between the EPA's Superfund remediation and the navigational dredging.

(From the 1998 ROD, Section XI, page 33): "Such enhancements are envisioned in the implementing regulations of CERCLA at 40 CFR 300.515(f). The enhancement requested by the Commonwealth linked as appropriate the dredging and disposal of sediments dredged from the harbor's navigational channels (located in the lower and outer harbors) with CERCLA and the Superfund program. Although these navigational sediments fall below the 50 ppm lower harbor TCL (and thus do not overlap with sediments slated for remedial dredging), they are nevertheless contaminated with heavy metals and lower levels of PCBs. Thus these navigational sediments, approximately 1.7 million CY in volume, are most likely unsuitable for open water disposal (Maguire Group, 1997), and alternative disposal approaches are required if shipping channels are to be maintained to their federally-approved depths. As discussed further below, and provided consistency with 40 CFR 300.515(1) (ii) as well as other dredging-related regulations is maintained, EPA accepts the Commonwealth's request to include navigational dredging as an enhancement of the selected remedy."

The SER allows for an alternative regulatory process for navigational dredging in the upper and lower portions of the Harbor. The MassDEP is the lead State agency and the NBPA administers the navigational dredging projects. MassDEP conducts regulatory and engineering oversight and the SER working group, consisting of the key regulatory agencies active in the Port, establishes the performance standards for dredging.

In 2004, an SER committee was formed to oversee the navigational dredging. The committee includes members from all stakeholder regulatory agencies (including USEPA, MassDEP, MACZM, MA DMF, NOAA and USACE), as well as representatives of the City of New Bedford HDC and the Fairhaven Planning Department as the primary proponents of navigational dredging and infrastructure projects. The committee chair is the MassDEP Project Manager. Memoranda of Agreement (MOAs) between the USEPA, MassDEP, and the NBPA establish the formal lines of authority for work under the SER process. The Town of Fairhaven is also actively involved but was not a signer of the MOAs. In 2014, the first amendment to the MOA between the Commonwealth of MA through DEP and the EPA was agreed to which included modifications to the Potential Navigational Dredge Areas and addition of a WDSF (Attachment C). These areas are depicted in Attachment B.

Projects that wish to take advantage of the SER process petition the SER committee for inclusion. The EPA has allowed the SER committee to use the New Bedford/Fairhaven Harbor Plan as a guide in deciding if a particular dredge project should be included into the SER process.

Clarification Request for Navigational Dredging:

Since the Plan was approved by the Secretary of Energy and Environmental Affairs on June 14, 2010 and after the 2014 updated MOA, several properties in the harbor have identified dredging needs that require the boundary of the navigational dredge area to be clarified. These properties are identified in Attachment B and include four areas along the Fairhaven shoreline and one area north of Popes Island

between CAD Cell #4 and the 2014 Navigational Dredge Areas. These areas were identified based on navigation dredging needs and use of the shoreline for access to navigable waters.

All but one of these navigational dredge areas are contiguous with the previously identified potential navigational dredge areas and will continue to enhance the cleanup of the harbor by removing contaminated surface sediments and placing them in CAD cells. All of the clarified areas are outside of the EPA's Superfund dredging scope of work, and without the SER navigational dredging program, the contaminated material would stay in the environment indefinitely. The original plan (2008) included 293 acres of Potential Navigational Dredge Areas (PNDA). The 2014 MOA added approximately 112 acres of PNDA. The current 2020 plan includes 10 acres of PNDA. This request for Clarification is made to memorialize the changes made in the 2014 MOAs as well as the currently requested clarifications. Once the clarification to the Municipal Harbor Plan is issued, we will work with DEP to develop an updated Memoranda of Agreement (MOA).

III. Summary and Update on CAD Cells in the Harbor:

Under the Dredged Material Management Plan (DMMP), CZM with input from the City of New Bedford and Town of Fairhaven determined that the construction of Confined Aquatic Disposal (CAD) cells would be the most efficient method of isolation and disposal of PCB-impacted sediment within the Harbor. Building on the DMMP that was prepared by CZM, the City and Town, through the SER process, devised a plan to create a series of CAD cells within the Harbor. The area of existing and proposed CAD Cells lies north of Pope's Island and south of the Coggeshall Street and I-195 Bridges (refer to Attachment B).

To date, dredged materials removed as part of the Superfund Cleanup process have been disposed of offsite and within CAD cells in the harbor. Navigational dredging has also utilized CAD cells for disposal of materials. The Plan states that *"The use of CAD Cells for disposal of navigational dredge material has energized the dredging efforts within the Harbor, allowing projects that had here-to-fore been unfeasible to be completed in record time at a reasonable cost. The Plan strongly supports the continued use of CAD cells for the disposal of unsuitable material generated via navigational dredging within the Harbor."* Table 1 provides a summary of existing CAD cells in the harbor and associated design capacities.

Table 1: Existing CAD Cells in Harbor

CAD Cell	Design Capacity
EPA Lower Harbor CAD Cell Phase I	50,000 CY +/-
EPA Lower Harbor CAD Cell Phase II	300,000 CY +/-
CAD Cell #1	85,000 CY +/-
CAD Cell #2	100,00 CY +/-
CAD Cell #3	275,000 CY +/-
Borrow Pit CAD Cell	40,000 CY +/-

CAD Cell #4 is scheduled to commence construction in 2020 and will provide capacity for approximately 430,000 CY of contaminated sediments, which will be removed as part of the planned Phase V navigational dredging. CAD Cell #4 also includes approximately 50,000 CY of capacity for the USACE to utilize for their Top of CAD materials for the construction of a new CAD cell, if and when the USACE requires to receive dredged materials as part of the maintenance of the federal navigation project.

The CAD cells are all within the 2008 boundary for CAD cells and there is no clarification request pertaining to the CAD cells.

IV. Summary and Update of Waterfront Development Shoreline Facilities (WDSFs)

The Plan identifies the use of Waterfront Development Shoreline Facilities (WDSFs) as highly advantageous. Stakeholders involved in dredging projects within the Port recognize that significant benefit could be derived, both from an environmental perspective as well as from a Port economic development perspective, if beneficial re-use of the non-contaminated material derived from dredging and CAD Cell construction could be employed in WDSFs.

“Beneficial re-use” of clean material generated from CAD Cell construction would be cost effective (saving the cost of shipping this clean fill to off-shore disposal sites) while also supporting port development. The waterfront represents a critical component of the City and Town economic recovery plan, and the new land and improved shoreline facilities that are created through the development of the WDSF areas benefit the City and Town through job creation from new waterfront businesses in the Port.

Two WDSFs have been completed in the harbor: New Bedford Marine Commerce Terminal located at 16 Blackmer St. and the EPA Dewatering Site located at 14 Hervey Tichon Ave.

Clarification Request for WDSFs:

Creation of WDSFs will also allow for the repair, improvement and expansion of several key bulkhead areas, within or adjacent to the DPA. Two areas have been identified for WDSFs while two areas are no longer considered for WDSFs. The two areas identified for WDSFs are both within the Designated Port Area: the first WDSF is located between 22 Antonio Costa Blvd. and 14 Hervey Tichon Ave and the second WDSF is located at 30 Pine St (current Sprague Energy site). Each of these areas is described in detail in the following sections. The areas no longer proposed for WDSFs are located north of Pope’s Island, totaling approximately 187,000 SF. Resulting in a net decrease of approximately 35,000 SF from the areas in the 2008 Plan and 2014 MOA.

Request for Re-designation of a WDSF in New Bedford: RCP Realty/Eastern Fisheries/Nordic Fisheries (22 Antonio Costa Blvd. and 14 Hervey Tichon Ave)

Project Description

The New Bedford Port Authority proposes that the properties owned by RCP Realty/Eastern Fisheries/Nordic Fisheries at 14 Hervey Tichon Ave. and 22 Antonio Costa Boulevard (“the Eastern properties”) be designated as a Waterfront Development Shoreline Facility (WDSF). Eastern and Nordic operate the largest scallop operation in New Bedford, with 30 million pounds landed and processed in 2019. It employs approximately 425 people generating \$200 million to the local economy. An estimate of up to 25,000 cubic yards of clean dredge material is needed to stabilize and rebuild existing bulkheads that have significantly deteriorated and threaten Eastern’s operations. While the NBPA would prefer to use CAD Cell #4 materials as fill, it is unlikely that there will be excess geotechnically suitable materials available from CAD #4 for use at Eastern, therefore, imported materials may be required for the WDSF. We will continue to evaluate the possibility of using geotechnically suitable material for this and any future projects. The properties are shown on Attachment A.

Eastern Fisheries

Eastern Fisheries and its parent and affiliated companies are a family-owned and operated business now in its fourth generation. It recently celebrated being in business in New Bedford for 40 years. It has been operating a seafood processing facility at 14 Hervey Tichon Ave and 22 Antonio Costa Blvd for approximately 38 years. There are currently approximately 250 full time employees of Eastern Fisheries working at these two locations, processing at least 30 million pounds of seafood annually.

Eastern also provides a vital role in conjunction with its parent company Nordic Fisheries, Inc. Nordic oversees the fishing of 27 scallopers, along with a related entity which services and maintains this fleet of scallopers and others brought here by their private owners. There are at least 150 additional people employed as captains, mates and crew in the fleet and another 25 employed by the repair facility, also located on these properties.

Both Nordic and Eastern represent sophisticated fishing and processing entities and a fully integrated operation for harvesting, processing, selling, storing, and shipping scallops and other seafood throughout the United States and the world. They have facilities in China, Japan and Europe with their principal factories headquartered at the Eastern properties in New Bedford.

Background

The Eastern properties consist primarily of filled tidelands located within the New Bedford – Fairhaven Designated Port Area (DPA). Formerly owned by the City of New Bedford, the properties were acquired by Eastern in 2018 through a competitive bid process, in effect buying out its 99-year lease with the City.

In 2016 the New Bedford Port Authority hired CLE Engineering to conduct a structural inspection of the bulkheads and piers at the north terminal and on the Eastern properties, then owned by the City. The CLE report determined that the bulkheads and support pilings had dangerously deteriorated. On January 4, 2017, the New Bedford Port Authority (the property manager) sent a letter to Eastern stating that the piers in front of the Eastern facilities on the harbor could not withstand a weight exceeding 100 pounds per square foot, a 75% reduction from the 400 pounds per square foot design capacity. This limitation compromised the day-to-day use of the facility, to the detriment of ongoing business operations.

Eastern ultimately decided to purchase the property for \$2.1 million in 2018 to ensure that the much-needed repairs were conducted to keep the area safe for employees, vendors and guests. The existing concrete docks are supported by a 50+ year old piling system that has failed, leading to dangerous conditions that could result in the Eastern manufacturing facility collapsing into New Bedford Harbor.

Faced with this situation, Eastern has made contingency plans to temporarily close its scallop facility and relocate 250 workers and substantial machinery and equipment to an alternate site during the reconstruction of the bulkhead. The alternative would be a complete shut-down of the seafood facility, laying off all of the existing employees to allow for the estimated 18 - 24 month reconstruction and jeopardizing existing contracts with suppliers and consumers -- an economic situation from which Eastern would be unlikely to recover.

Proposed Bulkhead and Pier Reconstruction

Based on engineering and building experts, the only feasible way to remedy the existing bulkheads and pile-supported piers is to extend the fill area under the existing concrete cap and to bury the pilings in place. These improvements will be made by driving new steel along the already existing fendering system

on the easterly edge of the existing docks and backfilling the area under the existing concrete docks between the new and existing bulkheads. This new bulkhead will have a usable life of 50 - 60 years. Once completed, Eastern will then shore up the existing foundation of the factory building.

Eastern's engineers considered alternative methods, such as encapsulating each submerged piling and then rebuilding them. However, this alternative is only a temporary measure that would not address the long-term issue. A replacement bulkhead and backfilling is the only viable solution to the structural deficiency and is relatively easy to maintain: when the new sheathing needs to be replaced, an additional layer can simply be driven alongside it to extend the life of the bulkhead for an additional 50 to 60 years, and so on into the indefinite future.

Eastern will bear the entire cost of the project and will accept clean, geotechnically suitable dredge material or imported fill materials (approximately 21,000 to 25,000 cubic yards) that will be necessary to backfill the affected area (+/-37,000 SF), resulting in a safe work area for employees and providing a stable waterfront area for the existing seafood facility. The Eastern properties location is only about 300 linear feet from the existing CAD cells. Eastern will be responsible for obtaining a Chapter 91 license for the uses, once the WDSF is constructed. The uses that Eastern will be seeking Chapter 91 licenses are existing uses including loading and unloading of seafood, provisioning the vessels including ice, maintenance and repairs on the fleet, and vessel berthing. Which are and will remain consistent with DPA/Port Policy and CH 91 regulatory requirements. Eastern will also continue to be responsible for the Operations and Maintenance of the filled bulkhead area.

Request for Re-designation of a WDSF in New Bedford: 30 Pine St.

Background and Project Description

The Sprague/Eversource site is a key parcel that the port has focused on for redevelopment. The 29 acre site has two owners: the waterside 11 acres is owned by Sprague Energy and the landside 18 acres is owned by Eversource. Originally a manufactured gas plant and powerplant that was shut down in the 1990s, the site has significant contamination issues that have hindered its redevelopment. Over the decades, multiple uses have been identified for the site, from an aquarium to a casino most recently, until that plan fell through in 2015.

Since 2015, the site has been a subject of extensive planning efforts by the NBPA. A Waterfront Framework Plan funded by the US Economic Development Administration identified the site as a key redevelopment subzone. In 2017, a Seaport Economic Council- funded redevelopment plan (currently approved by the New Bedford Redevelopment Authority, will be sent to New Bedford City Council for approval before being reviewed and approved by the Commonwealth) for the envisioned marine industrial uses throughout the site: expanding an existing shipyard in the southern part of the site, offshore wind staging and operations in the middle of the site and a public fish offloading facility buffering the marine industrial uses from the more public-oriented downtown uses adjacent to the northern part of the site. The parcels have also been identified by MassCEC as key to the offshore wind prospects of the Commonwealth of Massachusetts, with this site being one of the only in the state that has no vertical height restrictions, significant laydown space and proximity to future wind development areas.

In order to activate the site for these marine industrial uses, the site needs significant investments. The Sprague/Eversource site contains two proposed fill areas for WDSFs creation that will add space to fully

utilize the site with the required turning radii to transport massive offshore wind components, many of which currently exceed 300' long and 1200 tons and are expected to continue to grow in the decades ahead. This fill, along with the SER-approved dredge areas will activate this long-dormant parcel and make Massachusetts poised to take advantage of the offshore wind and other marine industrial opportunities.

We recognize that the land owner will be responsible for the Chapter 91 use license once the WDSFs are completed. The proposed uses for the areas to be filled are water dependent, marine-industrial uses consistent with the DPA regulations. Examples could include, but will not be limited to fishing vessel offloading, repair and maintenance; marine cargo facilities; offshore wind support, operations, maintenance and deployment; shipyards and other marine industrial uses. The land owner will also be responsible for the Operations & Maintenance of the land that is created.

V. Consistency with 2010 MHP

The proposed changes are consistent with the 2010 Plan which supports the use of the SER process for dredging and infrastructure projects that lie within the boundaries of the overall Superfund Site and that involve the removal and/or disposal of contaminated sediment from the navigable waterway. The Plan also notes that the figures and tables for areas under the SER process is not exclusive and states that "While the above noted table and map list the existing properties for inclusion, the Harbor Plan supports the application of the SER process for all areas within the Superfund Site boundaries in the Harbor. Application of the SER process to the overall "Site" portion of the Harbor will encourage the beneficial removal of contaminants from large portions of the Harbor bottom resulting in an overall improved environment." The SER process is linked to the ROD and associated clean up; the duration of which is not definitively known.

The SER allows for the WDSFs and Navigational Dredging to be included in this clarification request. The Navigational Dredging is contiguous with proposed areas of dredging included in the Plan and is within the boundaries of the overall Superfund Site. The WDSFs are also within the boundaries of the overall Superfund Site and allow for significant benefit, both from an environmental perspective as well as from a Port logistic perspective.

The following excerpt from the Plan identifies potential SER projects:

"Projects that may be included under the regulatory process authority can include:

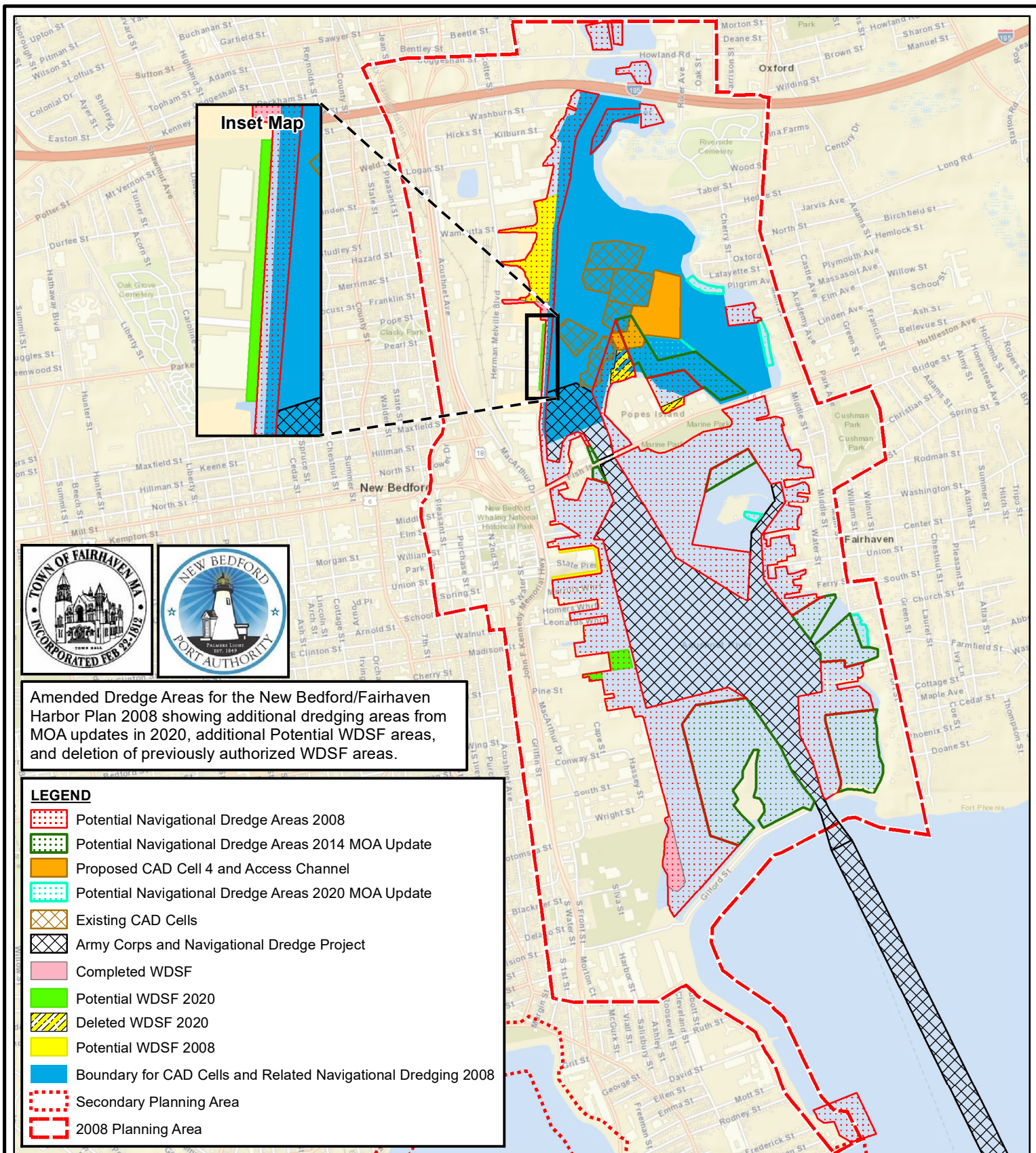
1. Navigational dredging that will result in the dredging of contaminated sediments from:
 - a. The Federal Channels and Turning Basins;
 - b. Channels, fairways, basins, and driveways that lead to the Federal Channel;
 - c. Navigational areas around docking and berthing areas in the Harbor such as the areas in front of bulkheads and the slips adjacent to and between piers, docks, pilings, and wharves for commercial and industrial properties (including marinas, boat repair facilities, ferry and water taxi docking and maintenance facilities, and commercial piers, wharfs, and bulkheads and piers, wharfs, and bulkheads that are used by commercial

vessels). This includes all properties within the Designated Port Area (DPA) on both sides of the Harbor; and

- d. Public facilities and those private facilities that provide for (official) public access (including, but not limited to, boat ramps, boat launching facilities, public piers, wharves, bulkheads, docks, etc.), and
 - e. Private marina, dock and wharf facilities used for the berthing or dockage of vessels that lie within the boundaries of the overall Superfund Site as laid out in the 1998 ROD.
- 2. Navigational or cleanup dredging in areas that are otherwise included as USEPA Superfund cleanup areas for the Superfund project (i.e., areas that USEPA has indicated will be dredged as part of the Superfund cleanup); and
 - 3. Other areas related to the navigational dredging outlined above, such as:
 - a. CAD Cells,
 - b. The channels and basins and other infrastructure required to construct CAD Cells, and
 - c. Dredging necessary to build Confined Disposal Facilities (CDF) and/or Waterfront Development Shoreline Facility (WDSF)s.”

V. Summary of Clarification Request:

	Construction to Date	Revisions thru 2014 MOA Amendment	2020 Revisions
Navigational Dredging	460,000 CY (SER dredging)	Revised boundary of Potential Navigational Dredge Areas (2014)	<p>Formalization and acceptance of the PNDA changes made in the 2014 MOA.</p> <p>Additional boundary changes of Potential Navigational Dredge Areas included or proposed in the new 2020 MOA):</p> <ol style="list-style-type: none"> 1. Extend dredging towards shoreline in three (3) areas in Fairhaven 2. Added Dredge area at Crows Island 3. Correction to navigable channel north of Popes Island
WDSFs	<p>Marine Commerce Terminal at 16 Blackmer St.(220,000 SF)</p> <p>EPA Dewatering Site at 14 Hervey Tichon Ave.(60,000 SF)</p>	None	<ul style="list-style-type: none"> • ADD: WDSF at two specific areas on the Sprague/Eversource Site, 30 Pine St. location. (115,000 SF) • ADD: WDSF at Eastern Fisheries location between 22 Antonio Costa Blvd. and 14 Hervey Tichon Ave. (37,000 SF) • REMOVE: Two WDSFs north of Pope's Island (187,000 SF)



**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN THE COMMONWEALTH OF
MASSACHUSETTS THROUGH THE MASSACHUSETTS DEPARTMENT OF
ENVIRONMENTAL PROTECTION AND THE U.S. ENVIRONMENTAL PROTECTION
AGENCY, NEW ENGLAND REGION**

This is the First Amendment to the Memorandum of Agreement entered into by and between the Commonwealth of Massachusetts, through the Massachusetts Department of Environmental Protection, and the U.S. Environmental Protection Agency, New England Region (“the Parties”) on January 10, 2005 (hereinafter referred to as “the 2014 Amended SER MOA”).

Pursuant to Section X (Modification) of the January 10, 2005 Memorandum of Agreement (hereinafter referred to as the “2005 SER MOA”), the Parties, by mutual agreement, and by their signatures below, amend the 2005 SER MOA as set out below.

WHEREAS, the United States Environmental Protection Agency (“EPA”) in September, 1983 listed the New Bedford Harbor Superfund Site located in the City of New Bedford, Massachusetts (“Site”) on the National Priorities List (“NPL”) pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.* (“CERCLA”);

WHEREAS, by letter dated October 10, 1996, the Commonwealth of Massachusetts (“the Commonwealth” or “the State”), through the Department of Environment Protection (“MassDEP”) requested, in accordance with section 300.515 (f) of the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (“NCP”), that EPA include navigational dredging as an Enhancement of the proposed remedy for the Site;

WHEREAS, pursuant to Subpart E of the NCP, in November 1996 EPA issued a Proposed Plan for remediation of the Upper and Lower Harbor of the Site (“OU1”) including navigational dredging as a State Enhancement of the remedy;

WHEREAS, in September 1998, EPA issued a Record of Decision (“ROD”) for OU1 that included MassDEP’s requested Enhancement. In the ROD, EPA found that the Enhancement was not necessary to the selected Remedial Action but would not conflict or be inconsistent with the EPA selected remedy as long as the Commonwealth agreed to fund the costs associated with the Enhancement and that MassDEP agreed to assume the lead for supervising the Enhancement;

WHEREAS, the Commonwealth of Massachusetts, through MassDEP, concurred with the ROD and through that concurrence, the Commonwealth agreed to fund the costs associated with the Enhancement, which the Parties agree can include municipal (including any non-CERCLA match) funds for maintenance dredging and disposal, when and to the extent such funds became available and agreed to assume the lead for supervising the Enhancement;

WHEREAS, EPA and the Commonwealth, through MassDEP, recognize that the Enhancement shall consist of all or any part of the navigational dredging projects identified in the definition of



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“Enhancement” in this MOA, which will be implemented by the New Bedford Harbor Development Commission (“NBHDC”), or another entity authorized by MassDEP,¹ and shall proceed as individual projects as funding becomes available;

WHEREAS, EPA recognizes that the NBHDC and MassDEP will enter into a separate MOA to define the roles and responsibilities of these parties for implementing and overseeing the Enhancement and that the NBHDC will procure one or more contractors to conduct and complete the Work and also retain an independent contractor to conduct daily oversight of the Work and to assist the NBHDC in the management and oversight of the Work;

WHEREAS, EPA further recognizes that while MassDEP will supervise the NBHDC and its contractor to ensure compliance with the performance, MassDEP will not be directly managing the Work being performed by the NBHDC’s contractors nor will MassDEP be responsible for or otherwise involved in managing the funding, procurement, or contract management associated with the NBHDC’s implementation of such Work;

WHEREAS, EPA and MassDEP agree that the Enhancement Work (“Work”) as defined herein shall be conducted under the provisions of §121(e) of CERCLA, which does not require any Federal, State, or local permits for the Work conducted within the Site, and further agree that the Work must meet certain Performance Standards as defined herein;

WHEREAS, MassDEP recognizes that the U.S. Army Corps of Engineers (“USACE”) has expertise in coordinating the regulatory review of dredging projects and will therefore coordinate the Enhancement Work with the USACE;

WHEREAS, MassDEP and EPA agree that the Enhancement Work shall end on or before the date EPA completes all Remedial Action at the Site;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, it is agreed as follows:

EPA and the Commonwealth, through MassDEP, hereby enter into the following Memorandum of Agreement (“Agreement”) for the New Bedford Harbor Superfund Site, New Bedford, Massachusetts.

I. INTRODUCTION

This Agreement is entered into by EPA and the Commonwealth of Massachusetts, acting by and through MassDEP (each a “Party”, collectively the “Parties”) pursuant to CERCLA and the NCP. EPA and MassDEP agree to comply with all provisions specified in this Agreement.

II. PURPOSE OF AGREEMENT

1. This Agreement defines the roles and responsibilities of the Parties for implementing the

¹ Should MassDEP authorize an entity other than, or in addition to, NBHDC, all provisions applicable to NBHDC in this MOA shall also be applicable to any other MassDEP authorized entity.

Enhancement portion of the OU1 ROD for the New Bedford Harbor Superfund Site.

2. This Agreement ensures that the Enhancement does not conflict with or become inconsistent with the remedy for the Site and allows for both the Enhancement and the Remedial Action to move forward separately yet simultaneously, taking advantage of opportunities to streamline operations without jeopardizing public health or the environment.

3. This Agreement ensures that MassDEP provides adequate supervision of the Enhancement, including coordinating with the Regulatory Agencies in making determinations of compliance with the Performance Standards for the implementation of the Work. MassDEP supervision may involve the participation of or rely upon action by other Commonwealth agencies or departments.

III. SCOPE OF AGREEMENT

This Agreement governs only the Enhancement portion of the OU1 ROD for the New Bedford Harbor Superfund Site. EPA shall remain the lead agency and MassDEP the support agency for the Remedial Actions at the Site. Should any provisions of this Agreement conflict with any provisions of the ROD, the ROD provisions shall prevail.

IV. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings. In the absence of a definition in this Agreement, a term shall have the same meaning as in CERCLA or the NCP.

“Commonwealth of Massachusetts” or “the Commonwealth” or “the State” shall mean the Commonwealth of Massachusetts, including its departments, agencies and instrumentalities.

“MassDEP” shall mean the Massachusetts Department of Environmental Protection and any successor departments or agencies of the Commonwealth of Massachusetts.

“Enhancement” or “Enhancement Work” or “Work” shall mean all or any part of the proposed navigational dredging and disposal projects depicted on Attachment A to this Memorandum of Agreement, provided that:

- (1) The dredging and disposal projects are conducted entirely within the New Bedford Harbor Superfund Site;
- (2) The disposal facilities and any required mitigation measures and institutional controls are conducted entirely within the New Bedford Harbor Superfund Site and operation and maintenance of the disposal facilities is performed in such a way that ensures that the facilities are protective of human health and the environment; and
- (3) EPA has issued SOW and Work Plan consistency determinations for each project pursuant to Section V.C of this Memorandum of Agreement.

“Enhancement” or “Enhancement Work” or “Work” shall also mean all navigational dredging and disposal activities conducted pursuant to work plans approved prior to the date of this MOA for navigational dredging and disposal conducted during Phases II, III, and IV pursuant to the 2005 SER MOA.

“EPA” shall mean the United States Environmental Protection Agency, New England Region, and any successor departments, agencies, or instrumentalities.

“New Bedford Harbor Superfund Site” shall mean the shallow northern reaches of the Acushnet River estuary south through the commercial harbor of New Bedford and into 17,000 adjacent areas of Buzzards Bay.

“Performance Standards” shall mean the federal, state and local standards, requirements, criteria or limitation to which any navigational dredging project is required to conform to as determined by MassDEP, as lead agency, in coordination with the Regulatory Agencies.

“Regulatory Agencies” shall mean the Massachusetts Department of Environmental Protection, the Massachusetts Coastal Zone Management office, the U.S. Army Corps of Engineers, the National Fisheries Management Service, the U.S. Environmental Protection Agency, and other relevant state and federal regulatory programs.

“Remedial Action” shall have the same meaning as that set out in Section 101(24) of CERCLA.

“Response Actions” shall have the same meaning as that set out in Section 101(25) of CERCLA.

V. LEAD DESIGNATIONS, CERTIFICATIONS AND RESPONSIBILITIES

A. Lead Agency Designation

1. MassDEP will be the lead agency for the Commonwealth that supervises and reviews the conduct of the Enhancement Work at the Site pursuant to § 300.515(f)(1)(ii)(A) and (B) of the NCP.

2. EPA will continue to be the lead agency for overseeing implementation of the Remedial Action, including determining completion of all Remedial Action.

B. Lead Agency Certifications

1. Once available, the State funding for the Enhancement will include the necessary personnel, materials, and services to properly monitor the Work. The Commonwealth agrees to fund the costs associated with the Enhancement.

2. MassDEP agrees that the Enhancement will not be funded from money currently residing in the Commonwealth of Massachusetts Operation and Maintenance Expendable Trust for the New Bedford Harbor Superfund Site that was specifically created to finance operation and maintenance of the remedy nor will MassDEP claim a credit against its state cost share of the Remedial Action under 40 C.F.R. §35.6285 for costs associated with the Enhancement or otherwise seek reimbursement of its costs from the Hazardous Substances Superfund established by 26 U.S.C. § 9507.

3. EPA and MassDEP agree that funds from the Commonwealth of Massachusetts Operation and Maintenance Expendable Trust for the New Bedford Harbor Superfund Site can be used to finance the operation and maintenance of the confined disposal facilities described in the ROD that contain both sediment dredged as part of the ROD remedy and navigational dredged material.

4. MassDEP agrees to maintain its lead agency status through the completion of the Enhancement.

C. Lead Agency Responsibilities

1. As recognized in this MOA, the navigational dredging projects that comprise the Enhancement Work will be implemented by the NBHDC, under the supervision of MassDEP. The NBHDC will procure the project contractor(s) and retain an independent contractor to conduct daily oversight of the Work and to assist the NBHDC in the management and oversight of the Work. Accordingly, the NBHDC will be responsible for preparing a Statement of Work (“SOW”) and a draft Workplan for each project, subject to MassDEP’s review and approval. Upon its approval of such documents, MassDEP will, in turn, submit them to EPA to make the “consistency determinations” specified below.

2. For each project to be implemented as part of the Enhancement, MassDEP shall submit to EPA New Bedford Harbor Superfund Site Project Managers (“EPA Project Managers”) a Statement of Work (SOW), prepared by the NBHDC and approved by MassDEP, that is sufficient for EPA to make a determination that the Work proposed in the SOW is conducted entirely onsite for the purposes of §121(e) of CERCLA and does not conflict with nor is inconsistent with the remedy, and is otherwise acceptable to EPA as an enhancement under Section 300.515(f)(1)(ii) of the NCP, (“the SOW consistency determination”). EPA shall issue the SOW consistency determination within thirty (30) days of receipt of the SOW.

3. MassDEP shall also provide a copy of the SOW to the Regulatory Agencies for review and comment.

4. After receiving EPA’s SOW consistency determination, MassDEP, in coordination with the NBHDC, USACE and the Regulatory Agencies, shall meet (“coordination meeting(s)”) to determine the Performance Standards that apply to the Work for each project and shall incorporate those Performance Standards into a draft Workplan, prepared by the NBHDC and approved by MassDEP, for each project of the Enhancement. MassDEP shall provide EPA Project Managers with a copy of each draft Workplan at least sixty (60) days before beginning the Work. Within thirty (30) days of receipt of the draft Workplan, EPA Project Managers shall issue a Workplan consistency determination to ensure that the Workplan does not conflict with nor is inconsistent with the remedy (“Workplan consistency determination”). If both parties agree, certain tasks in the Workplan may be initiated upon approval by EPA prior to issuance of the consistency determination.

5. MassDEP shall consult with USACE to ensure that coordination meetings with all Regulatory Agencies occur as needed during each project.

6. Upon request, MassDEP shall provide to the EPA Project Managers copies of submittals for the Work and provide for an opportunity for review and comment by the EPA Project Managers. MassDEP, within fifteen (15) working days of receipt of EPA Project Managers’ comments, shall provide in writing to EPA (or orally if the Parties agree) a rationale whenever EPA’s comments are not incorporated in the document.

7. MassDEP in coordination with the Regulatory Agencies shall ensure that the Work is

performed in a manner that is consistent with the final Workplan, EPA's consistency determinations and that the Work complies with the Performance Standards. EPA acknowledges, however, that the NBHDC, in implementing the Enhancement, is not acting as an agent of MassDEP, or the Commonwealth, and that the NBHDC and its contractors are responsible for compliance with the approved Workplan and the Performance Standards.

8. MassDEP shall ensure that all public participation requirements identified in the Performance Standards as well as other appropriate community involvement and public outreach efforts occur.

9. MassDEP shall ensure that all records that form the basis for the selection of each project of the Enhancement, the funding sources for each project of the Enhancement Work and any other documents that are consistent with the terms of this Agreement are maintained.

10. MassDEP, in entering into its MOA with the NBHDC, shall incorporate a provision requiring the NBHDC to provide access to the Work areas for employees and other authorized representatives of EPA for the purposes of complying with this Agreement.

VI. SUPPORT AGENCY DESIGNATION, CERTIFICATIONS AND RESPONSIBILITIES

A. Support Agency Designation

Except as noted in this document, EPA is the support agency for the Enhancement at the Site.

B. Support Agency Certifications

EPA shall make best efforts to review the SOW and draft Workplan to make the consistency determinations in Section V. C. above in a timely manner but no longer than thirty (30) days after receiving the documents.

C. Support Agency Responsibilities

EPA may attend meetings or provide comments on submittals pursuant to Section V.C. above. If EPA Project Managers request copies of submittals, EPA comments shall be submitted to MassDEP within fifteen (15) working days of receipt of the submittal unless another time period is agreed to by the Parties. EPA Project Managers' comments submitted to MassDEP do not constitute EPA concurrence on any or all points contained in the document and EPA's concurrence is not a prerequisite to State approval of any or all documents submitted to the State for the Work.

VII. TERMINATION OF THE AGREEMENT

1. This Agreement will terminate on or before ten (10) years from the date of the last signature to this MOA or on the date of completion of the Remedial Action, whichever is earlier. At the termination of this MOA, if both Parties agree, the MOA may be extended for an agreed upon period of time but not beyond the date of completion of the Remedial Action.

2. EPA may stop the Work and terminate this Agreement if:

- (a) The Parties mutually agree;
- (b) EPA determines that conditions for MassDEP to be the Lead Agency are not achieved or maintained during the performance of the Agreement;
- (c) EPA determines that the Enhancement interferes or is inconsistent with the Remedial Action at the Site;
- (d) EPA determines that conditions at the Site pose or may pose an imminent and substantial endangerment to public health or the environment; or
- (e) EPA takes an enforcement action against any entity performing the Work.

3. Nothing in this Agreement obligates MassDEP or the Commonwealth to initiate or complete the Enhancement, and the Commonwealth, through MassDEP, may, in its sole discretion, terminate the Enhancement Work for any reason, including insufficient funding; if the Enhancement is implemented by an entity other than MassDEP, the Commonwealth or their authorized representatives, the permit exclusion provision in § 121(e) of CERCLA no longer applies and all necessary permits must be secured by the entity implementing the Work. Should the Enhancement Work terminate pursuant to this paragraph, the Commonwealth, through MassDEP, shall provide EPA with thirty (30) days advance written notice of and the reasons for the Commonwealth's proposed action and shall afford EPA an opportunity to respond, in writing or orally, to the Commonwealth's proposed action. Prior to the termination of the Enhancement Work, EPA shall identify any activities as necessary to ensure that the terminated Work does not conflict with nor is inconsistent with the remedy.

4. Except in the event that EPA determines that conditions at the Site pose or may pose an imminent and substantial endangerment to public health or the environment, prior to any EPA decision to terminate this Agreement and/or stop the Work, EPA will provide MassDEP with 30 days advance written notice of EPA's proposed action. In the event of conditions that pose or may pose an imminent and substantial endangerment to the public health or the environment, EPA will provide notice to MassDEP as soon as is practicable after the Work has stopped and/or the Agreement is terminated but no longer than five (5) days thereafter. All notices required by this paragraph shall include the reasons for EPA's decision to stop the Work and/or terminate the Agreement and will provide MassDEP with an opportunity to respond in writing or orally to EPA's action. MassDEP will be provided an opportunity to rectify the cause of any of the above notice(s) within 30 days after EPA's notice is issued. Except when EPA has terminated this Agreement and/or stopped the Work because EPA has determined that conditions at the Site pose or may pose and imminent and substantial endangerment to public health or the environment, MassDEP may dispute the decision by using the Dispute Resolution provisions in the New Bedford Harbor State Superfund Contract to resolve the dispute, except that neither party shall seek judicial resolution of the dispute.

VIII. POINTS OF CONTACT

State Project Manager

Paul Craffey

Joe Coyne

MADEP

Bureau of Waste Site Cleanup

One Winter Street

Boston, MA 02108

EPA Project Managers

Dave Lederer

Elaine Stanley

Ginny Lombardo

U.S. EPA (HBO), Office of Site

Remediation & Restoration

5 Post Office Square, Suite 1100

Boston, MA 02109

Within fifteen (15) days of any changes in the points of contact, such change will be communicated to the other Party in writing.

IX. OTHER PROVISIONS

1. EPA shall not be responsible for any harm to any person caused by the acts or omissions of any Commonwealth employees, or other representatives or agents of the Commonwealth during the course of the Work or during the course of any Commonwealth inspection of the Work. The Commonwealth shall not be responsible for any harm to any person caused by the acts or omissions of any EPA employees or other representatives or agents of EPA during the course of the Work or during the course of any EPA inspection of the Work.

2. This Agreement is intended to benefit only the Commonwealth of Massachusetts and EPA. It extends no benefit or right to any third party not a signatory to this Agreement.

3. EPA (including its employees, agents, contractors and other representatives) is not authorized to represent the Commonwealth or act on behalf of the Commonwealth in any matter relating to the subject matter of this Agreement. The Commonwealth (including its employees, agents, contractors and other representatives) is not authorized to represent EPA or act on behalf of EPA in any matter relating to the subject matter of this Agreement.

4. This Agreement does not constitute a waiver of EPA's right to bring an administrative or judicial action against any person(s) under Sections 104, 106, or 107 of CERCLA, or any other statutory provision or common law. This Agreement does not constitute a waiver of the Commonwealth's right to bring an action against any person(s) for liability under M.G.L. c. 21E, the Massachusetts Contingency Plan ("MCP"), of any other applicable statute or common law.

5. Any emergency response activities conducted pursuant to the NCP shall not be restricted by the terms of this Agreement.

6. Each Party reserve all rights provided them by CERCLA, the NCP, M.G.L. c. 21E, the MCP, and other State and Federal laws.

7. This Agreement shall not limit the authority of EPA New England Region or MassDEP to undertake response or enforcement actions pursuant to any environmental statute or regulation. Furthermore, this Agreement shall not limit the authority of any other federal or state agency or office to

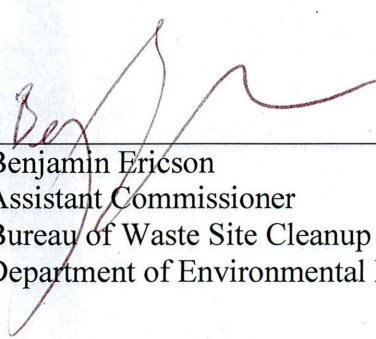
take response or enforcement actions pursuant to other federal or state statutes or regulations.

X. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the Parties.

FOR THE COMMONWEALTH, BY AND THROUGH THE MASSACHUSETTS DEPARTMENT
OF ENVIRONMENTAL PROTECTION

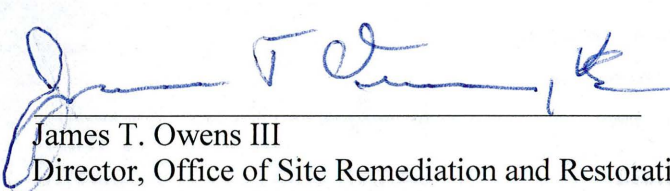
1/8/15
Date



Benjamin Ericson
Assistant Commissioner
Bureau of Waste Site Cleanup
Department of Environmental Protection

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY-EPA NEW ENGLAND

1/6/15
Date



James T. Owens III
Director, Office of Site Remediation and Restoration
U.S. EPA - New England Region

Attachment "A" Proposed Dredging and Disposal Projects

2014 SER MEMORANDUM OF AGREEMENT

Amended Dredge Areas for the
New Bedford / Fairhaven
Harbor Plan (2008) Showing
Additional Dredge Area from
the MOA Update (2014)

Potential Waterfront
Development Shoreline
Facilities (WDSFs)
and Dredge Areas

Legend

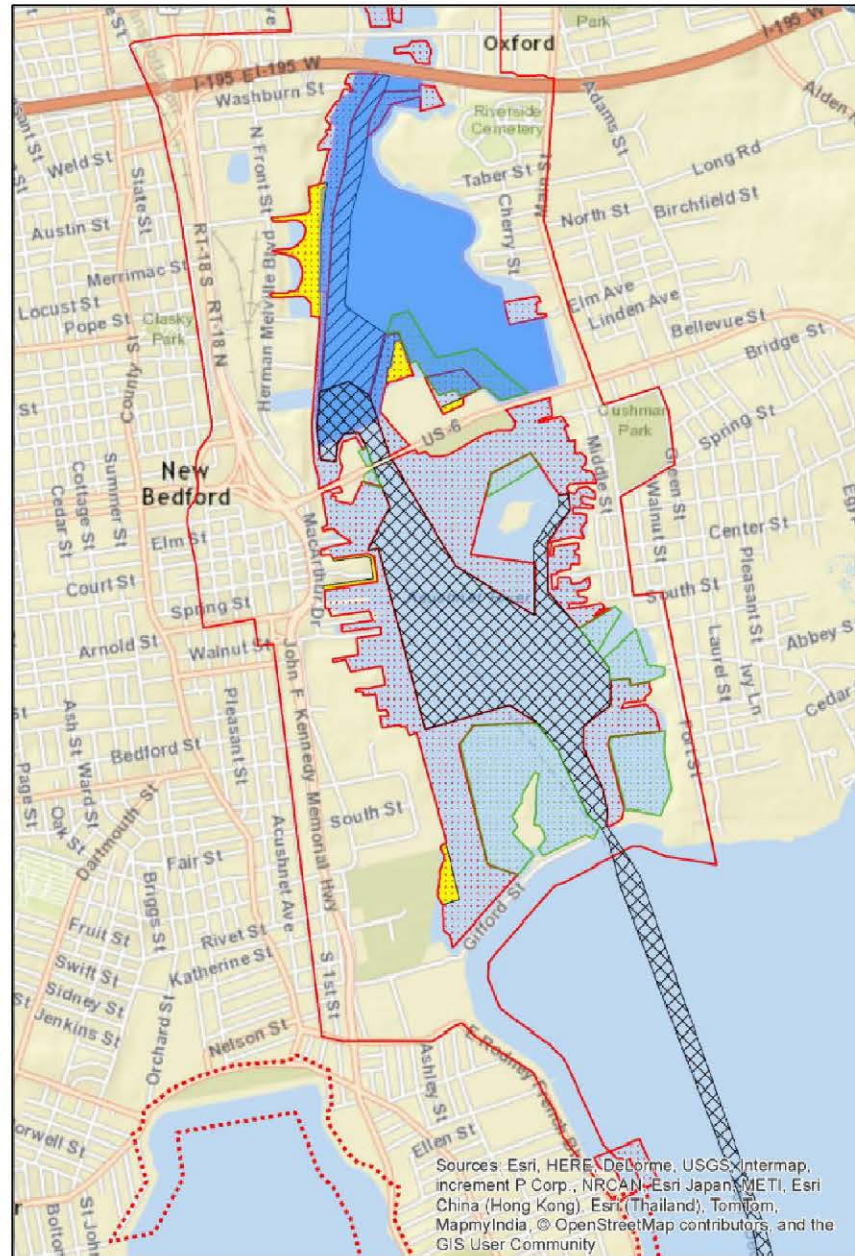
-  Potential Navigational Dredge Area* - 2014 MOA Update
-  Army Corps & Navigational Dredge Project Areas
-  Boundary of CAD Cells & Related Navigational Dredging
-  Potential Navigational Dredge Area*
-  Potential WDSFs
-  State/Other Channel Navigational Dredging
-  Secondary Planning Area
-  2008 Planning Area
-  Towns_Poly

* Based on individual properties with dredging needs.

Recreated based on a figure produced by Urban Harbors Institute of the University of Massachusetts, Boston For the New Bedford / Fairhaven Harbor Plan (2008)

The New Bedford / Fairhaven Harbor Plan 2008
Produced by:
Urban Harbors Institute
Apex Companies
and FXM Associates

Data from MassGIS
City of New Bedford
Town of Fairhaven
Urban Harbors Institute
Apex Companies, LLC



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



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