



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA)
AND
NAVAL WEAPONS STATION (NWS) EARLE**

Purpose

The purpose of this Memorandum of Understanding (MOU) is to document the partnership between Naval Weapons Station (NWS) Earle and the United States Environmental Protection Agency (EPA) on sustainable initiatives. As part of this MOU, NWS Earle will participate in the following voluntary EPA environmental stewardship programs:

- EPA EnergyStar Building and Plant Partnership Program
- Alternate Energy Feasibility Study
- Landscape and Storm Water Conservation Programs
- Water Conservation Program
- Coal Combustion Products Program
- Clean Diesel and Clean Construction Programs
- WasteWise Partnership
- Green Building
- Environmentally Preferable Purchasing

EnergyStar Building and Plant Partnership

EPA estimates that commercial buildings/industrial facilities account for approximately 40% of the carbon dioxide emissions in the United States and about 30% of building energy use is wasted. In addition, EPA has found that reductions in energy use of at least 10% can be realized with little or no cost.

Under this MOU, NWS Earle will become an EPA EnergyStar Partner. By utilizing the tools provided in the EnergyStar Program, NWS Earle will strive to achieve at least a 10% reduction in building energy consumption within the next five years. NWS Earle has already initiated several activities designed to track and reduce energy usage.

- A program is in place to install electrical meters at individual building locations.
- An outside contractor is conducting a baseline energy assessment designed to identify cost effective energy savings opportunities.

- New building construction projects exceeding \$750,000 and renovation projects that exceed 50% building replacement value will be designed to meet LEED silver requirements (or equivalent) unless justifiable conditions exist that limit the pursuit of LEED credits.

Alternative Energy Feasibility Study

Under this MOU, NWS Earle will continue to assess the feasibility of installing renewable energy. Solar, wind and geothermal sources will be considered for providing on-site renewable green energy.

Landscaping and Storm Water Conservation Programs

NWS Earle will evaluate landscaping and storm water management practices for new construction and major renovation projects, where appropriate, to reduce stormwater flow, re-use collected stormwater and re-use landscape materials.

Landscaping for all projects should consist of plants that are drought resistant and native to the northern New Jersey area, when possible.

NWS Earle will consult with EPA's Greenscapes Program, which offers assistance for sustainable landscaping, water conservation and storm water management programs, including the capture and re-use of stormwater.

Compost material will be used where appropriate for landscaping needs to reduce the need for fertilizer. NWS Earle will consider the use of compost socks during any building or road construction where erosion controls are necessary.

Water Conservation Program

NWS Earle will utilize WaterSense products, where appropriate, in the renovation or upgrade of existing buildings as well as in new buildings planned for the site. The use of WaterSense approved products ensures that NWS Earle will be conserving drinking water sources.

Re-use of Industrial Materials

In order to reduce CO₂ emissions and save landfill space and energy, NWS Earle intends to consider industrial material re-use for appropriate construction projects.

National Clean Diesel Campaign & Clean Construction USA

Under this MOU, NWS Earle will join EPA's Clean Construction USA Program to cooperatively promote and implement measures to effectively reduce emissions from vehicles and other internal combustion engines used in construction and operation of its facilities, with a focus on diesel engine emission reductions. These activities will lead to a measurable decrease in diesel emissions through the following strategies:

NWS Earle will work with reputable, qualified contractors to promote the use of emission-reduction technologies, such as diesel particulate filters (DPF) and diesel oxidation catalysts (DOC) on all appropriate equipment.

NWS Earle will implement idling reduction measures in its own fleet and encourage all contractors, employees and visitors to do the same. Enhanced idling reduction measures will reduce fuel consumption and pollution.

WasteWise Partnership

NWS Earle recognizes that solid waste management programs can result in operational cost savings through reduced purchase and disposal costs while conserving raw materials.

Currently, NWS Earle collects and recycles paper, cardboard, metals, glass, plastic bottles, fluorescent bulbs, batteries, toner cartridges and electronics. Further, NWS Earle shall enhance current source separation and material recycling for which a new or emerging market exists, including but not limited to: paper, cardboard, news print, metal, glass, plastic containers and electronics.

As a WasteWise partner, NWS Earle will utilize the tools provided by EPA's WasteWise program and look to improve the efficiency of the existing programs and explore opportunities to implement additional WasteWise programs.

Green Building

NWS Earle is committed to incorporating the principles of the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) building rating system in new building construction projects. New building construction projects exceeding \$750,000 and renovation projects that exceed 50% building replacement value will be designed to meet LEED silver requirements (or equivalent) unless justifiable conditions exist that limit the pursuit of LEED credits.

Environmentally Preferable Purchasing

The Federal government is one of the largest purchasers in the world. As a Federal facility, NWS Earle understands the importance of “buying green” and being a responsible steward. NWS Earle is committed to purchasing environmentally preferable products to the maximum extent practicable, consistent with the requirements of relevant Federal procurement programs. NWS Earle will utilize EPA’s Environmentally Preferable Purchasing tools to improve existing programs as appropriate.

Status Reporting

NWS Earle will submit a status report to EPA two times per year beginning six months after the official signing of this MOU. The report will include an update on the various activities identified in this agreement. EPA will use this data to determine environmental benefits associated with NWS Earle’s “green” activities and provide feedback to NWS Earle on possible improvements to the Base’s environmental performance.

EPA Updates

Through the EPA EnergyStar Program, EPA will assist in providing new technology updates to NWS Earle for consideration, either through EnergyStar member updates or webinars. EPA will also assist in providing informational updates on feasible programs through which EPA or others offer joint funding opportunities for energy initiatives.

Terms and Conditions

This MOU is not a contractual or a financial obligation instrument. Nothing in this MOU shall obligate EPA or NWS Earle to expend appropriations or to enter into any contract or other obligation or be cited as the basis for the promise or transfer of funds. Collaboration under this MOU shall be in accordance with applicable statutes and regulations.

This MOU does not restrict EPA or NWS Earle from participating in similar activities or arrangements with other entities or Federal agencies.

Either Party may unilaterally withdraw at any time from this MOU by transmitting a signed written notice to that effect to the other Party. By mutual agreement, which may be either formal or informal, each party may modify the list of intended activities set forth above, and/or determine the practical manner by which the goals, purposes and activities set forth in this MOU will be accomplished. Modification to other written parts of this MOU must be made in writing and signed by the Parties or their designees.

Nothing in this MOU shall be construed to authorize or permit any violation of any Federal, State or local law, including, but not limited to, any environmental law administered and/or enforced by EPA. Access to all documents generated pursuant to the activities set forth in this MOU that constitute agency records for purposes of the Freedom of Information Act (“FOIA”), 5 U.S.C. §552, shall be governed by the provisions of the FOIA.

NWS Earle agrees that it does not expect, nor will it ever seek to compel from EPA in any judicial forum, the payment of money, services or other thing of value based upon the terms of this MOU. The foregoing provision does not in any way affect any legal rights accruing to NWS Earle by virtue of any other law, contract and/or assistance agreement.

NWS Earle understands and acknowledges that EPA's relationship with NWS Earle in no way affects, alters or otherwise constrains EPA's right to provide similar (or identical) services to, or establish similar (or identical) relationships with, any other entity.

NWS Earle understands that EPA's participation in this MOU does not constitute an endorsement, express or implied, of (a) any policy advocated by NWS Earle or (b) any goods or services purchased, offered or sold or utilized by NWS Earle in the accomplishment of any of the objectives of this MOU.

This MOU does not authorize NWS Earle to use any EPA logo, trademark or other intellectual property without prior approval of EPA. This MOU does not authorize EPA to use any NWS Earle logo, trademark or other intellectual property without the prior approval of NWS Earle.

The EPA enters into this MOU under the authority of Section 103 of the Clean Air Act, 42 U.S.C. §7403, Section 104 of the Clean Water Act, 33 U.S.C. §1254, and Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. §6981, Section 6604 of the Pollution Prevention Act, and Section 324A of the Energy Policy and Conservation Act, which provide EPA with authority to undertake cooperative efforts with private organizations to promote the coordination and acceleration of research, training, and other efforts to prevent, reduce and eliminate pollution.

NWS Earle considers this MOU to be a useful tool to meet the sustainable goals detailed in Executive Order 13423 dated 24 January 2007 and Executive Order 13514 dated 5 October 2009.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against NWS Earle or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of EPA and NWS Earle.

Effective Date and Administration

This MOU will become effective upon signature of the Regional Administrator of EPA Region 2 and the Commanding Officer, NWS Earle, or their designees. It may be modified or amended by written agreement between the parties. This MOU will terminate at the end of five (5) years from the date of signature unless revised or extended at that time by written agreement of the parties. It may be terminated at any time by either party upon issuance of a written notice to the other party. The parties will review annually the provisions of this MOU and its implementation.

Signed:

Judith A. Enck
Regional Administrator
U.S.EPA Region 2

D.J. Harrison
Captain, U.S. Navy

Date: _____

Date: _____