

MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES COAST GUARD AND
THE RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION
FOR REGULATION OF
WATERFRONT LIQUEFIED NATURAL GAS FACILITIES

I. INTRODUCTION

Within the Department of Transportation (DOT), the United States Coast Guard (USCG) and the Research and Special Programs Administration (RSPA) exercise separate and overlapping safety regulatory authority affecting the siting, design, construction, maintenance, and operation of waterfront liquefied natural gas (LNG) facilities adjoining the navigable waters of the United States. The USCG derives its authority over such facilities from the Ports and Waterways Safety Act (33 U.S.C. 1221 et seq.) and Executive Order 10173, as amended (3 CFR, 1949-1953 Comp., issued by the President under the Magnuson Act (50 U.S.C. 191). The regulatory authority of the RSPA over these same facilities (as well as non-waterfront LNG facilities) is derived from the Natural Gas Pipeline Safety Act of 1968, as amended (49 U.S.C. 1671 et seq.). Under 49 U.S.C. 1671(12), the RSPA's authority over LNG facilities does not extend to any structures or equipment (or portions thereof) located in navigable waters.

In recognition of each of the parties' respective regulatory responsibilities, the USCG and the RSPA agree that a memorandum of understanding is needed to avoid duplication of regulatory efforts regarding waterfront LNG facilities and to maximize the exchange of relevant information.

II. RESPONSIBILITIES OF THE PARTIES

For the foregoing reasons, the USCG and the RSPA agree to the following division of regulatory responsibilities with respect to waterfront LNG facilities and cooperation in carrying out those responsibilities:

USCG RESPONSIBILITIES

The USCG is responsible for establishing regulatory requirements for--

- (1) Facility site selection as it relates to management of vessel traffic in and around a facility; and
- (2) All matters pertaining to structures or equipment (or portions thereof) located in the navigable waters and facilities located between the vessel and the last manifold (or valve) immediately before the receiving tank(s), other than the site selection responsibilities of the RSPA set forth below.

RSPA RESPONSIBILITIES

The RSPA is responsible for establishing regulatory requirements for--

- (1) Site selection of facilities other than structures or equipment (or portions thereof) located in the navigable waters and except as provided by paragraph (1) of the "USCG RESPONSIBILITIES" set forth above; and

- (2) All other matters pertaining to the facilities beyond (and including) the last manifold (or valve) immediately before the receiving tank(s) except those structures or equipment (or portions thereof) located in the navigable waters.

JOINT RESPONSIBILITIES

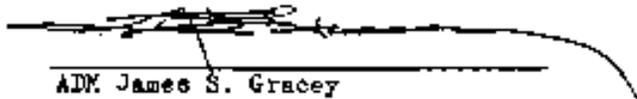
- (1) The USCG and the RSPA will cooperate and assist each other in carrying out their respective waterfront LNG facility regulatory enforcement activities; and
- (2) The USCG and the RSPA, in an effort to avoid inconsistent regulation of similar safety matters (including as between waterfront and non-waterfront LNG facilities), will consult with each other before issuing each Advance Notice of Proposed Rulemaking, Notice of Proposed Rulemaking, and final regulation affecting waterfront LNG facilities.

III. EFFECT

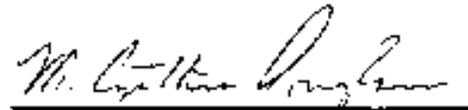
This agreement is effective upon being signed by the Authorized representatives of both the USCG and the RSPA and supersedes in its entirety the February 7, 1978, Memorandum of Understanding between the USCG and the Materials Transportation Bureau.

For the United States Coast Guard

For the Research and Special
Programs Administration



ADM. James S. Gracey
Commandant



M. Cynthia Douglass
Administrator

Date: 5-5-86

Date: 5-9-86

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF ARMY AND THE U.S. COAST GUARD

SUBJECT: Coast Guard and Department of Army Responses to Marking and Removal of Sunken Vessels and Other Obstructions to Navigation

1. Purpose. The purpose of this memorandum of agreement (MOA) is to improve the efficiency and effectiveness of the Coast Guard and the Department of Army responses under each agency's respective authorities for the marking and removal of sunken vessels and other obstructions to navigation.
2. Provision of Agreement. This agreement provides procedures on coordination to determine whether an obstruction is a hazard to navigation and procedures to determine the appropriate corrective actions to be taken both agencies.
3. Definitions. For the purpose of this agreement, the following definitions apply:
 - a. Obstruction: Anything that restricts, endangers, or interferes with navigation. Obstructions can be authorized man-made structures such as bridges, pierheads, offshore towers, etc., or unexpected interferences which must be assessed as to their effect on navigation.
 - b. Hazard to Navigation: An obstruction, usually sunken, that presents sufficient danger to navigation so as to require expeditious, affirmative action such as marking, removal, or redefinition of a designated waterway to provide for navigational safety.
 - c. Responsible Field Officers Are:
 - (1) Department of Army.
 - (a) District Engineer, Army Corps of Engineers District, and
 - (b) Division Engineer, Army Corps of Engineers Pacific Ocean and New England Divisions.
 - (2) Coast Guard: chief. Operations Division, Coast Guard District.
4. Objectives.
 - a. Promote close coordination and cooperation between the Department of Army and the Coast Guard leading to prompt and decisive action in marking or removal of obstructions declared to be hazards to navigation.
 - b. Provide guidance on the parameters and procedures for making multi-agency decisions for determining when an obstruction should be declared a hazard to navigation.
 - c. Provide the chain-of-command relationships for resolving differences of opinion between the Department of Army and the Coast Guard as to the appropriate corrective action to initiate for hazards to navigation.

- d. Assure timely and effective action to provide safe navigation to the maritime community.
5. Required Actions. Upon receiving reports of sunken vessels or other obstructions to navigation, each agency through its field office will take the following actions:
- a. Assess the impact upon navigation of each reported obstruction and expeditiously identify appropriate corrective actions. In emergency situations, the agency first on scene should initiate immediate actions to mitigate the hazardous situation.
 - b. Decide through joint consultation and agreement between agency field offices if an obstruction is a hazard to navigation, agree upon appropriate corrective action (s) to reduce the danger to navigation to an acceptable level, and decide which agency shall act as lead agency for contacting the owner, if one exists, of the obstruction and executing corrective actions.
 - (1) Personal contacts between agency field offices are encouraged to facilitate decision-making.
 - (2) Timely response dictates that decisions be made at the field office level when possible.
 - (3) Decisions concerning corrective actions shall be supported by records appropriate to the specific case.
 - (4) Marking Issues. In every case where an obstruction is declared to be a hazard to navigation, the location will be marked immediately by the owner. In the event that the owner cannot be identified, refuses to mark the obstruction, inadequately marks the obstruction, or is otherwise unable to properly mark it, the Coast Guard has authority under 14 U.S.C. 86 to take appropriate action. When necessary the Department of Army will assist the Coast Guard in locating and marking hazards to navigation. Marking of an obstruction determined to be a hazard to navigation does not by itself remove the "hazard to navigation" status of the obstruction; however, under some circumstances it can be an acceptable alternative to other corrective actions.
 - (5) Removal Issues.
 - (a) Where an obstruction is declared to be a hazard to navigation and removal is the agreed appropriate corrective action, the respective Army Corps of Engineers District Engineer may take the initiative in accordance with 33 CFR 209.190(h) wherein removal of an obstruction under the provisions of Section 19 of the River and Harbor Act of 1899 (33 U.S.C. 414) may be undertaken without prior approval of the Chief of Engineers if the obstruction has been in existence over 30 days or its abandonment by the owner can be legally established in a shorter period, the cost of removal will not exceed \$100,000 for each incident, and all reasonable efforts to require the owner to remove the wreck himself within a reasonable period have been exhausted. If an emergency condition exists, the district engineer may undertake removal under Section 20 of the River and

Harbor Act of 1899 (33 U.S.C. 414) which eliminates the necessity to establish abandonment. The district engineers' authority under Section 20 is limited to those removal incidents costing less than \$100,000. For all incidents costing more than \$100,000, prior approval from the Chief of Engineers must be obtained under either Section 19 or Section 20.

- (b) The Coast Guard has authority for the alteration or removal of obstructive bridges under 33 CFR 114 and has authority to remove sunken vessels when they create a substantial pollution threat to the public health or welfare under 33 CFR 153.
 - c. The Coast Guard has authority to disseminate and maintain navigational safety information pertaining to obstructions and is the lead agency responsible for this type of information. This mission is complemented by related services offered by other sources, including the Army Corps of Engineers. Each agency's field offices will immediately notify their counterpart of any reported obstructions and will maintain close coordination to ensure that navigational safety information is disseminated in a timely and effective manner. Free exchange of information related to obstructions, including owner's name and address, will be made between agencies, subject to the requirements of the Privacy Act, 5 U.S.C. 522a.
 - d. Disagreements arising over the resolution of problems raised by hazards to navigation. The district engineer and the Chief of Operations will document the area(s) of disagreement and present them to each other for consideration at least 14 days before forwarding of the issue to higher authority. If resolution cannot be achieved, the problem should be forwarded to the next higher level of authority. At the next higher level, a similar exchange of reviews should be made in the same time frame. If resolution cannot be reached here, a similar referral process should be made until resolution is achieved or the highest referral possible is made. Paragraph 8 delineates the chain-of-command for the purposes of this agreement.
 - e. The Coast Guard and Department of Army shall develop individual agency instructions to implement the MOA.
 - f. Field level offices of both agencies shall periodically review the status of existing obstructions to determine the adequacy of corrective action(s), to determine if a resurvey of the obstruction's location is necessary, to revise appropriate records, and to the public notification records.
6. Applicability. This agreement applies to the navigable waters of the United States, as defined in Title 33 CFR 2.05-25.
7. Decision-making Guidance.
- a. Options to consider in formulating appropriate action (a):
 - (1) No action.
 - (2) Charting.
 - (3) Broadcasting and publication of navigational safety information.

- (4) Marking.
 - (5) Redefinition of navigational area, e.g., channel fairway, anchorage, etc.
 - (6) Removal.
 - (7) Combination nation of the above.
- b. Factors (not to be taken as all inclusive) to be considered in determining if a sunken vessel or other obstruction is a hazard to navigation and in determining which course of action(s) listed in paragraph 7.a. is appropriate to increase safety to an acceptable level:
- (1) The degree to which the obstruction restricts, endangers, or interferes with the navigability of a body of water.
 - (a) Location with respect to navigational traffic patterns.
 - (b) Navigational difficulty at the site of the obstruction.
 - (c) Clearance or depth of water over obstruction.
 - (d) Fluctuation of water level and other hydraulic characteristics.
 - (2) Physical characteristics of the obstruction, including cargo (if any exists).
 - (3) Possible movement of the obstruction.
 - (4) Marine activity in the vicinity of the obstruction.
 - (a) Type of commercial and recreational vessel traffic.
 - (b) Density of commercial and recreational vessel traffic.
 - (c) Trends of waterway use.
 - (5) Location of obstruction with respect to existing aids to navigation.
 - (6) Prevailing and historical weather conditions.
 - (7) Length of time the obstruction has been in existence.
 - (8) History of vessel accidents involving obstruction.
- (8) Chain-of-command Relationships for Resolution of Differences.
- a. Chief, Operations Division, Coast Guard District/district Engineer, Army Corps of Engineers District.
 - b. District Commander, Coast Guard District Division Engineer, Army Corps of Engineers Division.

c. Chief, Office of Navigation, Coast Guard /Director of Civil Works, Office, Chief of Engineers.

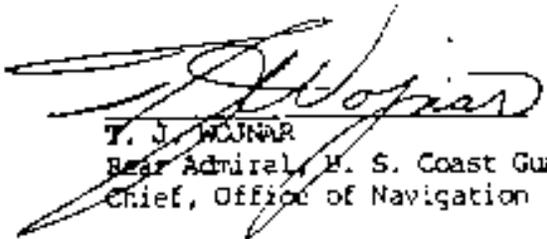
9. Amendment, Duration, and Termination.

a. This MOA may be modified or amended by mutual consent of the signatories to this agreement or their designees. Au such changes will be documented by written agreement.

b. This MOA is intended to remain in effect for as long as it continues to serve the purpose and objectives defined herein.

c. Either agency may terminate this MOA six months after giving formal written notice of intent to terminate.

10. Effective Date. This MOA is effective 90 days after execution by the Chief, Officer of Navigation, U.S. Coast Guard, and the Director of Civil Works, Department of the Army.


T. J. WONNAR
Rear Admiral, U. S. Coast Guard
Chief, Office of Navigation


H. J. HATCH
Major General, USA
Director of Civil Works

OCT 16 1985

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UNITED STATES COAST GUARD/UNITED STATES NAVY

JOINT RESEARCH AGREEMENT

Marine Fire Hazard Research

1. Authority

This Joint Research Agreement (JRA) is entered into as a Memorandum of Understanding between the United States Coast Guard (USCG) and the United States Navy (USN) concerning cooperation in Research, Development, Testing and Evaluation (RDT&E) of shipboard fire protection.

2. Overall Objective

The overall objective of the JRA is to increase the effectiveness of the USCG and the USN research programs in fire protection through expansion of the USCG Fire and Safety Test Detachment (F&STD) in Mobile, Alabama, and to include joint research projects, information exchange, and program coordination in the use of this facility.

3. Methods of Cooperation

1 General: The following methods of cooperation will be utilized under this JRA:

- a. The USN will supplement the F&STD facility at Little Sand Island, Mobile) Alabama by incorporating a retired surface combatant as a third test ship next to the existing ships. The USN will be responsible for site preparation, including dredging in order to provide berthing for the USN ship. The USN test ship will be assigned to the Naval Research Laboratory (NRL). The environmental impact statement currently in effect for the USCG test ships will be amended by the USN to include the USN test ship.
- b. The USN will have primary cognizance over its own ship in planning and performing tests, but will closely coordinate all testing with the USCG Research and Development Center, Groton, Connecticut. The overall F&STD complex will be under the control of the USCG.
- c. Both parties will exchange operational and assessment data and participate in the definitional phase of experimental facility planning.
- d. Both parties will exchange reports embodying significant research results from their activities subject to restriction of distribution of proprietary or other sensitive data. No classified data will be handled at the site.
- e. Research from both agencies will participate in workshops and conferences by the IJSCG or the USN to address specific marine fire protection issues and to provide a mechanism for the formal/informal exchange of information.

- f. Both parties will cooperate in studies to evaluate the benefits and cost of potential applications for marine fire protection research.
- g. Researchers from both agencies will be invited to inspect experimental test facilities and to witness and/or participate in tests related to marine fire protection.
- h. Both parties will exchange any developed software packages for studying the performance and operation of fire protection devices or methods.

4. Project Officers

1. Designation:

FOR U.S. NAVY

Primary Project Officer:

Director, Fire Protection
Division
Naval Sea Systems Command.
Washington, D. C.

Technical Project Officer:

Head, Combustion Section
Naval Research Laboratory
Washington, D. C.

FOR U.S. COAST GUARD

Primary Project Officer:

Chief, Marine Technology
Division, Office of
Research and Development
Washington, D. C.

Technical Project Officer:

Chief, Marine Fire Research
Branch, USCG Research and
Development Center
Groton, CT

- 2. Responsibilities - The Primary Project Officers will be responsible for general administration and informing their respective agencies of accomplishments and the overall effectiveness of this JRA. The Technical Project Officers will be responsible for achievement of objectives of this JRA and will be the principal point of interface between the parties. An on-scene test director, for each test series, will be designated by letter from the USCC Technical Project Officer and so specified in each test plan.
- 3. Coordination Meetings - Coordination meetings will be held at least annually to familiarize the Primary Project Officer with the status of activities. The meetings will be held alternately at NRL and R&DC.
- 4. Reporting - The Technical Project Officers will prepare a joint annual report to the Chief, Office of Research and Development; Commander, Naval Sea Systems Command; and the Chief of Naval Research reporting the results of meetings and progress achieved.

5. Financial Arrangements

1. The USCG will charge to the USN the full cost for use by the USN of the F&STD including, but not limited to the use of USCC test ships, USCG personnel or USCG equipment and associated facilities except as indicated in paragraph 5.3.
2. The USN will charge to the USCG the full cost for use by the USCO of the USN test ship, USW personnel or USM equipment except as indicated in 5.3.
3. For test projects of mutual benefit to the USCG and the USN₁ cost sharing will be proportioned to each in an amount equal to the benefit received as agreed to in advance. Either party has the option to withdraw from a project if funds are not available, provided that on-going task sharing or cost sharing projects will be completed in accordance with original terms and schedules.
4. Funds shall be transferred sufficiently in advance of testing to permit the timely purchase of all supplies and materials necessary to conduct the tests.

6. Disclosure of Information

Both parties will make clear to all manufacturers cooperating with any specific agenda Item that all information provided at the review meetings will become publicly available, except to the extent that either party requests that the information not be made available to the public; and to the extent that withholding such information is consistent with public law.

7. Liability

1. Facilities- Test plans will be mutually agreed to for the safety of personnel and equipment. The on-scene test director will conduct all tests and may terminate any test for technical reasons. A safety observer will be assigned by the supervisor of 7~STh for each test series. The safety observer may terminate any test for significant safety reasons. NRL through the USN Technical project Officer will be responsible for the USN test ship and ancillary equipment except where overall safety of the general facility is concerned. Any placement or removal of equipment on the USN ship must have prior approval of NRL, in addition to approval of the supervisor of F&STD. The overall safety of the F&STD facility resides with the OSGC.
2. Technical Data - The parties will make a best effort to ensure the accuracy of all data, but the accuracy of such data is not guaranteed. Each party will use the other's data at its own risk and may not hold the other party responsible in the event of claims arising out of the use of said data.
3. Navy Ship Disposition - It is anticipated that after ten years, use of the USN ship as a test platform will end. In the event that disposition includes removal from the berthing site as described in paragraph 3.1a, said removal will be at no cost to the USCG. Any monies derived from disposition of the USN ship will be under the cognizance of the Chief of Naval Operations.

8. Duration of Agreement

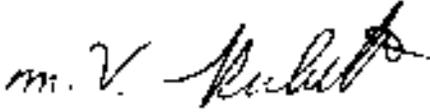
This agreement shall enter into force upon signature and remain in force until terminated by either party upon-written notification, provided that on-going task sharing or cost sharing will be completed in accordance with their original agreed terms and schedules.

9. Amendments

This JRA may be amended at any time by mutual agreement in writing.

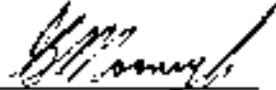
AGREED:

FOR THE UNITED STATES NAVY



RADM M. V. RICKETTS
Deputy Commander
For Ship Design and
Engineering
Naval Sea Systems Command

Date 14 August 1985



RADM J.E. MOONEY, JR.
Chief of Naval Research

Date 3-26-85

FOR THE UNITED STATES COAST GUARD



COMO H. B. THORSEN, Chief
Office of Research and Development

Date 17 Sept 1985