

# Toledo Harbor Task Force Charter

## OBJECTIVE:

The Toledo Harbor Task Force is established to convene representation from all impacted stakeholders to collaboratively resolve challenges regarding the management of dredged material in the Toledo Harbor vicinity. Meetings will be as frequently as necessary and require a commitment to participate until long-term viable methods to place dredge material from Toledo harbor are established.

## RESPONSIBILITIES:

- Oversee and guide the development of a Sediment Management Plan;
- Develop a systematic review of previously identified options for the beneficial reuse of sediment;
- Identify any new options for beneficial reuse;
- Evaluate any options for environmentally responsible dredging practices;
- Evaluate the role of potential watershed sediment reductions
- Perform an evaluation of the potential effectiveness, costs and possible funding sources of all identified (new and previously developed) options;
- Review these options with input from all stakeholders;
- Select the best options for further development;
- Develop a plan to move forward on the top 2 or 3 options including:
  1. Identify lead agencies and any necessary participants
  2. Develop a list of necessary actions to implement each option
  3. Estimate schedules and costs to implement the options;
  4. Coordinate the selection of a specific HRU Plan for the most immediate option;
  5. Secure commitments and funding to move forward on the options as implementable solutions.

## MEMBERSHIP:

The following Members will comprise the Executive Committee of the Toledo Harbor Task Force: The committee is chaired by the Toledo-Lucas County Port Authority President & CEO or his or her designee.

Toledo – Lucas County Port Authority  
U. S. Army Corps of Engineers  
USDA, Natural Resources Conservation Service  
Ohio Department of Natural Resources  
Ohio Environmental Protection Agency  
Ohio Department of Transportation  
Ohio Lake Erie Commission  
Ohio Department of Development  
Lucas County  
City of Toledo  
City of Oregon  
Lake Erie Waterkeepers Association

Maritime Industry  
Ohio Sea Grant College Program  
Toledo Metroparks  
Office of Congresswoman Marcy Kaptur  
Office of Congressman Bob Latta  
Office of Senator George Voinovich  
Office of Senator Sherrod Brown

**GOALS:**

To identify and execute short term interim dredge material placement measures that will provide capacity to place required dredged material from the Toledo Harbor through 2016, and lead to long term dredged material management placement measures through the following principles.

1. Enhancement of native fish, bird, wildlife and plant habitats and minimization of environmental deterioration;
2. Ensuring dredging of all Toledo Harbor shipping channels (the Toledo Harbor Navigation Channel and associated connections and slips) in conjunction with maintaining all channels to authorized depths for safe and commercially viable navigation;
3. Development of a phased in plan to ultimately eliminate open lake disposal through environmentally acceptable and financially feasible alternative analysis;
4. Development and implementation of a Sediment Management Plan for Toledo Harbor emphasizing beneficial re-use of sediments dredged from the Toledo Harbor;
5. Development and design of at least one HRU project ready to move to final construction.
6. Encourage consideration of dredge material as resource for beneficial reuse.
7. Assist in identifying and secure funding for sediment management plan and projects.

**EXECUTIVE LEVEL PROJECT SCOPE:**

- Identify and approve environmentally sustainable short-term interim dredge disposal locations that will take placement of required dredged material from the Toledo Harbor vicinity for the fiscal years 2010 through 2016.
- Identify and approve environmentally sustainable long-term interim dredge disposal locations that will take placement of required dredged material from the Toledo Harbor vicinity through 2036.
- Finalize an environmentally sustainable Sediment Management Plan (SMP) for Toledo Harbor with a minimum outlook of 30 years. The SMP will address all dredging needs, potential sediment reductions, acceptable dredging practices, beneficial reuse of sediments, and alternatives in the event that preferred options are not feasible or do not meet expected timeframes. The plan will be developed in cooperation with all stakeholders and may be amended from time to time depending upon changed circumstances.
- Develop and implement an outreach plan to inform, educate, and involve the public on the Dredge Task Force activities.

- Provide required funding, statutory, regulatory, and others authorizations for approved interim sites.
- Establish supporting Dredge Task Force committees that will allow participation from federal, state, local, industry, non-governmental organizations, and public.
- Support the USACE Dredge Material Management Plan and work collaboratively to assist in the evaluation of measures.
- Support the development of enhanced native fish, bird and plant habitats in Western Lake Erie through the beneficial reuse of dredged sediment.
- Develop detailed plans to manage all material dredged from the Toledo Harbor shipping channels after 2011 through the use of Habitat Restoration Units, Confined Disposal Facilities (assuming commensurate height increases), beneficial uses of dredged sediment, and other means.
- Implement long term options to assure environmentally sustainable dredging practices and beneficial reuse of material through implemented solutions such as Habitat Restoration Units, product-based programs for dredged material reuse (i.e. topsoil, construction material, fill material, etc.), and other alternatives (i.e. quarry and mine reclamation).

#### **ROLES AND RESPONSIBILITIES:**

In general, the Toledo Lucas Port Authority has the lead role in providing an agenda, minutes, and leading discussion at all executive committee level meetings. All members are expected to attend all scheduled meetings, contribute to the development of agendas and meeting minutes and in general, represent their respective agencies and organizations pertaining to their role in the management of dredged material in Toledo Harbor:

##### Toledo-Lucas County Port Authority

Provide leadership and organization for Task Force  
 Ensure safe navigation and facilitate Commerce in Toledo Harbor  
 Lead in coordinating Task Force communications & direction  
 Lead for securing funding for sediment management plan and projects  
 Provide liaison to members of Congress  
 Public outreach to local officials, private sector and other Port stakeholders

##### Toledo Marine Terminal Operators

Represent views of Port operators, users and business community  
 Assist in securing funding and cooperation for plan implementation  
 Public outreach to private sector and Port stakeholders

U.S. Army Corps of Engineers

Identification of dredged and dredged material management requirements  
Responsible for maintaining the Base Plan for Toledo Harbor dredging operations  
Evaluate suitability of dredge materials for beneficial uses  
Provide supporting documentation for environmental issues, authorizations, identification of potential sites, for dredged material placement and beneficial uses  
Provide planning support and data for sediment management plans and projects. Utilize Toledo Harbor Task Force to provide input for Corps plans/project affecting the Harbor  
The Corps of Engineers will also work with all Toledo Harbor stakeholders to identify projects within the authorities provided to the Corps of Engineers to advance the goals and objectives of this charter.

USDA Natural Resources Conservation Service

Provide planning support and data for sediment management plans and projects

Ohio Department of Natural Resources-Office of Coastal Management

Provide planning support and data for sediment management plans and projects  
Provide guidance to Task Force on State Coastal Zone programs and policies,  
Identification of applicable requirements, necessary permits and leasehold interests, acquisition guidance, etc.

Ohio Lake Erie Commission

Provide guidance to Task Force on State programs, rules and policies  
Coordinate with and present views of State of Ohio agencies  
Assist in securing funding for plan development & implementation  
Contract for technical support and facilitators as needed  
Public outreach to Lake Erie stakeholders

Toledo Metroparks

Provide guidance on opportunities for new publicly accessible habitat  
Provide guidance on management of created habitat

Ohio Sea Grant

Provide science based perspective on sediment management plans and projects  
Public outreach to Lake Erie science community and stakeholders

Western Lake Erie Waterkeeper

Provide input of Lake Erie community  
Assist in securing funding and cooperation for plan implementation  
Public outreach to Lake Erie stakeholders

Ohio Environmental Protection Agency

Identification of applicable environmental requirements, necessary permits, acquisition guidance, etc.

Ohio Department of Transportation

Identify potential funding opportunities, beneficial use of dredged material for construction, etc.

Ohio Department of Development

Provide potential funding opportunities, beneficial use of dredged material, etc.

Lucas County, Cities of Toledo and Oregon

Identification of suitable placement locations, acquisition of real estate, rights of entry, acquisition of necessary environmental permits, etc.

Maritime Industry:

Identification of suitable placement locations, provide user/employer perspectives.

Maumee RAP:

Provide input on Remedial Action Plan and relationships of the Sediment Management Plan to the RAP

Congressional Delegation:

Provide general support and guidance, potential support for particular funding options.

**DELIVERABLE:**

Facilitating a solution to the interim placement of dredge material until a long term solution is identified. Once delivered, this charter should be revisited for future use and direction.

**SCHEDULE/COST:**

Each member's participation is funded by the represented organization.

**CHANGE CONTROL:**

This is a living document and changes to this charter will be made on an as needed basis.

**SIGNATURES:**

It is understood and agreed by the undersigned that this Charter shall not legally bind anyone or any organization to this or any other agreement. This agreement does not limit or in any way restrict the statutory or contractual obligations of the signatories in carrying out their private and/or public responsibilities.

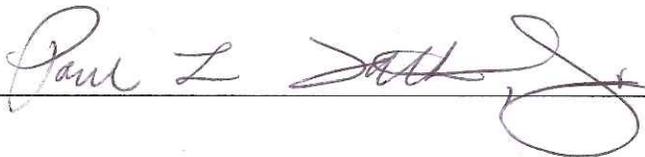
Signature forms are attached for each member organization.

**SIGNATURES:**

I have read and agree to the attached Charter for the Toledo Harbor Task Force. My signature reflects our support for the Charter and intention to participate as stated in the Roles and Responsibilities.

It is understood and agreed by the undersigned that this Charter shall not legally bind anyone or any organization to this or any other agreement. This agreement does not limit or in any way restrict the statutory or contractual obligations of the signatories in carrying out their private and/or public responsibilities.

Name of Organization: Toledo-Lucas County Port Authority

Signature: 

Name & Title **Paul L. Toth, Jr.**  
**President and CEO**

Date: October 4, 2010

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Name of Organization: U.S. Army Corps of Engineers

Signature: 

Stephen H. Bales

Name & Title Lieutenant Colonel  
Corps of Engineers, District Commander

Date: 8 Oct 10

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Name of Organization: USDA - NRCG

Signature: 

Name & Title State Conservationist

Date: 10/12/10

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Name of Organization: OHIO DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF COASTAL MGMT

Signature: 

Name & Title CHIEF, CONR OFFICE OF COASTAL MGMT  
\_\_\_\_\_

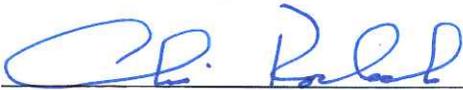
Date: 10/29/10

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Name of Organization: Ohio EPA

Signature: 

Name & Title CHRIS KORLESKI  
DIRECTOR

Date: 10/19/10

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Name of Organization: Ohio Department of Transportation

Signature: Jolene M. Molitoris

Name & Title: Jolene M. Molitoris, Director

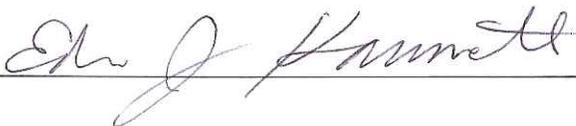
Date: 1-7-11

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Name of Organization: OHEO LAKE ERIE COMMISSION

Signature: 

Name & Title EDWIN J. HAMMETT  
EXECUTIVE DIRECTOR

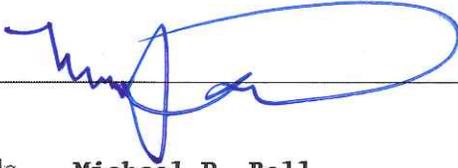
Date: NOVEMBER 4, 2010

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Name of Organization: City of Toledo

*on 9/22/14*  
Signature:  \_\_\_\_\_

Name & Title Michael P. Bell

Mayor

Date: \_\_\_\_\_

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Name of Organization: City of Oregon

Signature: 

Name & Title PAUL ROMAN

Director of Public Service

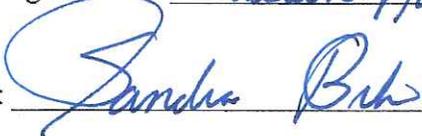
Date: 10/27/10

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Name of Organization: Western Lake Erie Waterkeepers Association

Signature: 

Name & Title SANDRA BIHL  
EXECUTIVE DIRECTOR

Date: 10-26-2010

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Name of Organization: Kuhlman Corporation

Signature: Timothy L. Galiposki

Name & Title Timothy L. Galiposki  
President

Date: 10/5/10

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Name of Organization: OHIO SEAGRANT COLLEGE PROGRAM

Signature: Jeffrey M. Reutter

Name & Title JEFFREY M. REUTTER  
DIRECTOR

Date: 12/14/10

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Name of Organization: U.S. Representative Marcy Kaptur

Signature: *Jane Ruvolo*

Name & Title Jane Ruvolo, Staff Assistant

Date: October 6, 2010