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Affirmative Action/Equal Opportunity Employer

Date April 3, 2019

Paul Harren  
Electric Boat Corporation  
Mail Stop J88-4  
75 Eastern Point Road  
Groton, CT 06340

**SUBJECT:** License #201807501-SDFWQC  
75 Eastern Point Road, Groton

Dear Mr. Harren:

Please find attached a copy of your subject license and relevant enclosures which are being issued pursuant to your application of May 24, 2018. Your attention is directed to the conditions of the license. All work must conform to that which is specifically authorized. Your attention is directed to Terms and Condition #3 which requires the submittal of the Final Suitability Determination prior to the commencement of the dredging authorized herein.

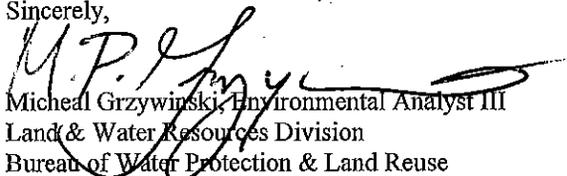
Any work in regulated areas of the State which has not been authorized by a valid license is a violation of state law and subject to enforcement action by the Department of Energy & Environmental Protection and the Office of the Attorney General.

Your initiation of authorized activities will be relied upon as your agreement to comply with the terms and conditions of the license.

If you have not already done so, you should contact your local Planning and Zoning Office and the U. S. Army Corps of Engineers to determine local and federal permit requirements on your project, if any. Write the Corps' New England District, Regulatory Branch, 696 Virginia Road, Concord, MA 01742-2751; <http://www.nae.usace.army.mil/> or call 1-800-343-4789.

If you have any questions concerning your permit, please contact me at 860-424-3674 or [micheal.grzywinski@ct.gov](mailto:micheal.grzywinski@ct.gov).

Sincerely,

  
Micheal Grzywinski, Environmental Analyst III  
Land & Water Resources Division  
Bureau of Water Protection & Land Reuse

Enc. – License #201807501 (original cover letter, License, Work Commencement Form, LWRD General Conditions, Plan Set, Compliance Certificate Form, Dredge Report Form, Land Record Filing)

cc: File #201807501 (original license; copy cover letter, Work Commencement Form, LWRD General Conditions, Plan Set, Compliance Certificate Form, Dredge Report Form, Land Record Filing)

Certified to: Owners of franchised oyster ground/lessee of leased oyster ground;

First Class to: Adjacent Property Owners;

E-mail to:

Paul Harren, Electric Boat Corporation, [PHARREN@gdeb.com](mailto:PHARREN@gdeb.com)

Keith Hedrick, Groton City Mayor, [mayor@cityofgroton-ct.gov](mailto:mayor@cityofgroton-ct.gov)

Diane Mas, Fuss & O'Neill, Inc., [dmas@fando.com](mailto:dmas@fando.com)

US ACOE, c/o Diane Ray, [Diane.M.Ray@usace.army.mil](mailto:Diane.M.Ray@usace.army.mil)

Jeffrey Dziedzic, Groton Harbormaster, [harbormaster@cityofgroton-ct.gov](mailto:harbormaster@cityofgroton-ct.gov)



**Connecticut Department of Energy and Environmental Protection License\***

**Structures, Dredging & Fill Permit  
Section 401 Water Quality Certification**

**Licensee(s):** Electric Boat Corporation, c/o  
Paul Harren

**Licensee Address(s):** 75 Eastern Point Road, Mail  
Stop J88-4  
Groton, CT 06340

**License Number(s):** 201807501-SDFWQC

**Municipality:** City of Groton

**Project Description:** Remove existing structures, conduct new dredging with open water disposal, conduct blasting and construct a new bulkhead and pile-supported building for marine industrial use.

**Project Address/Location:** 75 Eastern Point Road, Groton

**Waters:** Thames River

**Authorizing CT Statute(s)** CGS Section 22a-359 to 363g; Section 401 CWA (33 USC 1341);  
**and/or Federal Law:** CGS Section 22a-90 to 112

**Applicable Regulations of** 22a-426-1 to 9  
**CT State Agencies:**

**Agency Contact:** Land & Water Resources Division,  
Bureau of Water Protection & Land Reuse, 860-424-3019

**License Expiration:** Ten (10) years from the date of issuance of this license.

**Project Site Plan Set:** One location map received May 24, 2018, Town of Groton  
Property Map dated October 1, 2009, a plan entitled "DRAWING  
INDEX" dated April 25, 2018, and forty-seven (47) sheets of  
plans dated May 4, 2018, Sheet C104 revised October 19, 2018

**License Enclosures:** Compliance Certification Form, Land Record Filing, LWRD  
Dredging Report Form, LWRD Dredging and General Conditions,  
Work Commencement Form, Site Plan Set, Work Commencement  
Form

\*Connecticut's Uniform Administrative Procedure Act defines License to include, "the whole or part of any agency permit, certificate, approval, registration, charter or similar form of permission required by law . . ."

**Authorized Activities:**

The Licensee is hereby authorized to conduct the following work as described in application # 201807501-SDFWQC:

1. install sedimentation and erosion controls, including an oil boom/silt curtains during active construction of in-water structures associated with the construction of the assembly building identified below;
2. remove existing structures as shown on the plans attached hereto consisting of:
  - a. three (3) concrete slabs;
  - b. a 20' wide by 100' long timber pier and a 15' wide by 75' long finger pier;
  - c. five (5) piles;
  - d. a 42" diameter CMP outfall pipe, two (2) 24" diameter CMP outfall pipes and a 10" diameter CMP outfall pipe;
3. remove approximately 3,000 cubic yards of bedrock over an approximately 22,000 square foot area using controlled blasting techniques and remove the bedrock using mechanical equipment;
4. place approximately 620 cubic yards of stone riprap over an approximately 11,050 square foot area located beneath the proposed Assembly Building;
5. construct a 36" by 48" stormwater outfall on the northern side of the project site and a 60" diameter reinforced concrete outfall (RCP) on the southern side of the property with pre-cast concrete headwalls;
6. conduct dredging using mechanical means a total of 984,000 cubic yards of material from an approximately 915,000 square foot area from the following areas, with disposal of approximately 850,639 cubic yards at Eastern Long Island Sound Disposal Area ("ELDS") and disposal of approximately 133,331 cubic yards at Central Long Island Sound Disposal Area ("CLDS"):
  - a. a 550' wide by 1,200' long submersion basin to a depth of -87' NAVD88 (-85.2' MLLW) with a 2' allowable overdredge with an assumed 3.5:1 side slope;
  - b. a 250' wide by 800' long area to a depth of -22' NAVD88 (-20.2' MLLW) for berthing of the floating dry-dock in the resting position along the shoreline;
  - c. approximately 8,500 cubic yards from an approximately 31,250 square footage to a depth of -22' NAVD88 (-20.2' MLLW) for the "Sea Shuttle" with a 2' allowable overdredge;
  - d. an approximately 200' wide by 200' long area to a depth of -22' NAVD88 (-20.2' MLLW) with a 2' allowable overdredge for berthing of support and transport vessels along the western side of the proposed Assembly Building;
7. provide for use of a 180' wide by 750' long (135,000 square foot) floating dry dock by:
  - a. constructing five (5) anchor points consisting of one (1) 12' diameter concrete-filled drilled shafts using a total of approximately 1,180 cubic yards of concrete around the Submerging Basin in the locations shown on the plans attached hereto;

- b. installing five (5) mooring dolphins, each consisting of four (4) 48" diameter shaft supports drilled into bedrock and filled with concrete;
8. install approximately 850 linear feet of steel sheetpile bulkhead with a top of bulkhead elevation of +12.5' NAVD88 (+14.3' MLLW) with associated tie-back anchors or deadmen and walers and place approximately 5,950 cubic yards of backfill over an approximately 4,410 square foot area;
9. construct two (2) mooring dolphins consisting of four (4) 24" diameter concrete-filled drilled shafts using a total of 90 cubic yards of concrete located northwest of the proposed Assembly Building;
10. construct three (3) Sea Shuttle bearing plates, each bearing supported by one steel plate cylinder, precast bearing pad, bearing plate block and jack-up system consisting with a total of approximately 1,530 square feet of crushed stone fill;
11. construct a 317' wide by 624' long pile-support Assembly Building with approximately four hundred and fifty (450) 4' diameter concrete-filled drilled shaft piers with approximately 139,750 square feet located waterward of the coastal jurisdiction line with a finished first floor elevation of +12.5' NAVD88;
12. sidecast the sediment from the drilled support shafts identified above within the building footprint; and
13. remove the sedimentation and erosion controls measures identified above.

***Failure to comply with the terms and conditions of this license shall subject the Licensee and / or the Licensee's contractor(s) to enforcement actions and penalties as provided by law.***

**This license is subject to the following Terms and Conditions:**

1. **License Enclosure(s) and Conditions.** The Licensee shall comply with all applicable terms and conditions as may be stipulated within the License Enclosure(s) listed above.
2. The Licensee shall dispose of approximately 850,639 cubic yards of sediment authorized to be dredged herein at the Eastern Long Island Sound Disposal Area.
3. The Licensee shall not commence the dredging of the sediment to be disposed of at CLDS until the Commissioner receives a FINAL Suitability Determination for sediment disposal that has been approved by both the Army Corps of Engineers and the US Environmental Protection Agency. Upon receipt of the FINAL Suitability Determination, the Licensee shall dispose of approximately 133,331 cubic yards of sediment identified as sediment samples Composites B and L at the Central Long Island Sound Disposal Area.
4. The Licensee shall dispose of the approximately 18,831 cubic yards of material identified by sediment samples Composite F and G in accordance with all applicable requirements of Chapter 446k Water Pollution Control, Chapter 445 Hazardous Waste, and Chapter 446d Solid Waste of the Connecticut General Statutes.
5. Within one hundred twenty (120) days following the issuance of this license, the Licensee shall sign the Escrow Agreement ("Agreement") identified in Exhibit A of this license and

provide a signed copy of the Agreement to the Commissioner for her review and written approval. Upon approval of the Agreement by the Commissioner, the Licensee shall provide the funds in the amount of \$945,000 to the escrow agent for disbursement as identified in the Agreement.

6. Within forty-five (45) days prior to conducting the blasting, the Licensee shall submit for the Commissioner's review and written approval the Final Blasting Plan ("Plan"). Such Plan shall include, but is not limited to, a schedule for blasting, hours of blasting, blasting density and shall include a provision requiring the notification of DEEP-LWRD and DEEP-Fisheries staff in writing no later than two (2) weeks prior to the blasting and shall provide written confirmation one (1) day prior to the blasting event.
7. The Licensee shall provide the final design plans of the Assembly Building authorized herein identifying the width, length and height of the building to the Commissioner for her review and written approval.
8. Prior to the commencement of the work authorized herein, the Licensee shall demarcate the area of existing eelgrass and provide a 25' buffer around the area. The Licensee shall maintain the demarcation in optimal condition for the duration of the construction activities identified herein and shall avoid any work within this area.
9. All unconfined in-water work shall be prohibited between June 1<sup>st</sup> through September 30<sup>th</sup>, inclusive, of any calendar year in order to protect spawning shellfish unless otherwise authorized in writing from the Commissioner.
10. Prior to the commencement of the work authorized herein the Licensee shall obtain all necessary local, state and federal authorizations for the work authorized by this license.
11. The Licensee shall install and maintain floating turbidity curtains around the work area identified in **Authorized Activities** paragraph 1., above.
12. The Licensee shall install and maintain water quality improvements on the upland and shall maintain these improvements in optimal condition for the life of the structures.
13. All waste material generated by the performance of the work authorized herein in **Authorized Activities** paragraphs 2. and 3., above shall be disposed of by the Licensee at an upland site approved for the disposal of such waste materials, as applicable. The Licensee shall ensure that no waste material enters the Thames River and must immediately remove any debris that enters the water.
14. The Licensee shall construct the Assembly Building authorized herein with a first floor elevation of +12.5' NAVD88.
15. The Licensee shall construct the bulkhead authorized herein with a top elevation of +12.5' NAVD88.
16. The Licensee shall coordinate with the Town of Groton and Stephen Muollo, CT DEEP Water Planning and Management Division, Bureau of Water Protection & Land Reuse regarding the modification of the existing Town of Groton sanitary outfall structure. The Licensee shall submit the appropriate application(s) to the DEEP for review and approval.
17. On or before ninety (90) days after completion of the work authorized herein, the Licensee shall submit to the Commissioner an "as-dredged" survey of the work area showing contours, bathymetries, tidal datums, including any proposed elevation views and cross

sections included in the license. Such plans or survey shall be the originals and be signed and sealed by an engineer, surveyor or architect, as applicable, who is licensed in the State of Connecticut.

Issued under the authority of the Commissioner of Energy and Environmental Protection on:

4/3/19  
Date

  
Katherine S. Dykes  
Commissioner  
Department of Energy & Environmental Protection

**Dredging and General Conditions for Land & Water Resource Division Licenses**

1. **Time-of-Year Restriction.** Unless otherwise noted in the License, unconfined in-water excavation, dredging, filling or removal of debris or other material is prohibited, inclusive, in any year from June 1 through September 30 in order to protect spawning shellfish in the area unless otherwise authorized in writing by the Commissioner.
2. **Dredging Report.** Not later than two (2) weeks subsequent to the completion of any dredging activity authorized herein, the Licensee shall submit to the Commissioner a completed Dredging Report. A separate form shall be submitted by the Licensee for each distinct dredging activity conducted pursuant to this license.
3. **Bottom Disturbance.** Dragging the bottom with a spoil barge, scow, vessel, beam or similar equipment outside of any authorized area is prohibited.
4. **Material Handling.** Sidecasting or in-water rehandling of dredged or excavated material is prohibited.
5. **Barge Control.** Spoil scows or barges shall be loaded and navigated in a manner which prevents uncontrollable motion or spillage and washout of dredged or excavated materials.
6. **Sale of Sediment.** Sediment dredged pursuant to the license shall not be sold nor shall any fee for its use be charged without the express prior written authorization of the Commissioner and payment of a \$4.00 per yard royalty to the state of Connecticut Department of Energy & Environmental Protection, pursuant to CGS section 22a-361(e).
7. **Sediment Disposal.** The Licensee shall dispose of aquatic sediments in accordance with the terms and conditions of the license.
8. **Submission of As-Dredged Plans.** On or before ninety (90) days after completion of the work authorized herein, the Licensee shall submit to the Commissioner an "as-dredged" survey of the work area showing contours, bathymetries, tidal datums and structures, as applicable. Such survey shall be the original one and be signed and sealed by an engineer, surveyor or architect, as applicable, who is licensed in the State of Connecticut.

**Open Water Disposal, if authorized in Project Description**

1. **Material Disposal.** The Licensee shall dispose of dredged or excavated material in accordance with the requirements of the United States Army Corps of Engineers-New England District, except that if the authorized disposal site is modified, the Licensee shall submit a request for modification of the location to the Commissioner and shall not dispose of the material until such location modification has been approved in writing by the Commissioner.

2. **Disposal Site / Use Modification.** The Commissioner may modify the authorized disposal site and direct dredged sediment to an alternate site for use as cap material, provided that no modification will take effect if such modification imposes uncompensated additional costs solely attributable to such modification on the Licensee.
3. **Disposal Monitoring.** The Licensee shall not dispose of dredged or excavated material unless said disposal is supervised and witnessed by an on-board inspector or documented by an automated disposal monitoring program approved by the United States Army Corps of Engineers-New England District.
4. **Barge Navigation.** Spoil scows or barges used by the Licensee for disposal of dredged or excavated material shall travel to and from the authorized disposal site utilizing sea lanes defined by the United States Army Corps of Engineers-New England District.
5. **Point Dumping.** The Licensee shall point-dump dredged or excavated materials at a specified buoy or set of coordinates identified by United States Army Corps of Engineers-New England District within the authorized disposal site.

**LWRD General Conditions**

1. **Land Record Filing.** The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance. If a Land Record Filing form is not enclosed and the work site is not associated with an upland property, no filing is required.
2. **Contractor Notification.** The Licensee shall give a copy of the license and its attachments to the contractor(s) who will be carrying out the authorized activities prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The Licensee's contractor(s) shall conduct all operations at the site in full compliance with the license and, to the extent provided by law, may be held liable for any violation of the terms and conditions of the license. At the work site, the contractor(s) shall, whenever work is being performed, have on site and make available for inspection a copy of the license and the authorized plans.
3. **Work Commencement.** Not later than two (2) weeks prior to the commencement of any work authorized herein, the Licensee shall submit to the Commissioner, on the Work Commencement Form attached hereto, the name(s) and address(es) of all contractor(s) employed to conduct such work and the expected date for commencement and completion of such work, if any.
  - For water diversion activities authorized pursuant to 22a-377(c)-1 of the Regulations of Connecticut State Agencies, the Licensee shall also notify the Commissioner in writing two weeks prior to initiating the authorized diversion.
  - For emergency activities authorized pursuant Connecticut General Statutes Section

22a-6k, the Licensee shall notify the Commissioner, in writing, of activity commencement at least one (1) day prior to construction and of activity completion no later than five (5) days after conclusion.

4. **License Notice.** The Licensee shall post the first page of the License in a conspicuous place at the work area while the work authorized therein is undertaken.
5. **Unauthorized Activities.** Except as specifically authorized, no equipment or material, including but not limited to, fill, construction materials, excavated material or debris, shall be deposited, placed or stored in any wetland or watercourse on or off-site. The Licensee may not conduct work within wetlands or watercourses other than as specifically authorized, unless otherwise authorized in writing by the Commissioner. Tidal wetlands means "wetland" as defined by section 22a-29 and "freshwater wetlands and watercourses" means "wetlands" and "watercourses" as defined by section 22a-38.
6. **Excavated Materials.** Unless otherwise authorized, all excavated material shall be staged and managed in a manner which prevents additional impacts to wetlands and watercourses.
7. **Best Management Practices.** The Licensee shall not cause or allow pollution of any wetlands or watercourses, including pollution resulting from sedimentation and erosion. In constructing or maintaining any authorized structure or facility or conducting any authorized activity, or in removing any such structure or facility, the Licensee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. For purposes of the license, "pollution" means "pollution" as that term is defined by CGS section 22a-423. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, *2004 Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.
8. **Work Site Restoration.** Upon completion of any authorized work, the Licensee shall restore all areas impacted by construction, or used as a staging area or accessway in connection with such work, to their condition prior to the commencement of such work.
9. **Inspection.** The Licensee shall allow any representative of the Commissioner to inspect the project location at reasonable times to ensure that work is being or has been conducted in accordance with the terms and conditions of this license.
10. **Change of Use. (Applies only if a use is specified within the License "Project Description")**
  - a. The work specified in the license is authorized solely for the purpose set forth in the license. No change in purpose or use of the authorized work or facilities as set forth in the license may occur without the prior written approval of the Commissioner. The Licensee shall, prior to undertaking or allowing any change in use or purpose from that which is authorized by this license, request permission from the Commissioner for such change. Said request shall be in writing and shall describe the proposed change and the reason for the change.

- b. A change in the form of ownership of any structure authorized herein from a rental/lease commercial marina to a wholly-owned common interest community or dockominium may constitute a change in purpose as specified in paragraph (a) above.

**11. De Minimis Alteration.** The Licensee shall not deviate from the authorized activity without prior written approval from the Commissioner. The Licensee may request a de minimis change to any authorized structure, facility, or activity. A de minimis alteration means a change in the authorized design, construction or operation that does not increase environmental impacts or substantively alter the construction of the project as authorized.

- For diversion activities authorized pursuant to 22a-377(c)-2 of the Regulations of Connecticut State Agencies, a de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.

**12. Extension Request.** The Licensee may request an extension of the license expiration date. Such request shall be in writing and shall be submitted to the Commissioner at least thirty (30) days prior to the license expiration. Such request shall describe the work done to date, what work still needs to be completed, and the reason for such extension. It shall be the Commissioner's sole discretion to grant or deny such request.

**13. No Work After License Expiration.** Work conducted after the license expiration date is a violation of the license and may subject the licensee to enforcement action, including penalties, as provided by law.

**14. License Transfer.** The license is not transferable without prior written authorization of the Commissioner. A request to transfer a license shall be submitted in writing and shall describe the proposed transfer and the reason for such transfer. The Licensee's obligations under the license shall not be affected by the passage of title to the license site to any other person or municipality until such time as a transfer is approved by the Commissioner.

**15. Document Submission.** Any document required to be submitted to the Commissioner under the license or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:

Regulatory Section  
Land & Water Resources Division  
Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, Connecticut 06106-5127  
860-424-3019

**16. Date of Document Submission.** The date of submission to the Commissioner of any document required by the license shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under the license, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in the license, the word

“day” as used in the license means calendar day. Any document or action which is required by the license to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or a Connecticut or federal holiday.

- 17. Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under the license shall be signed by the Licensee and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows: “I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense.”
- 18. Accuracy of Documentation.** In evaluating the application for the license, the Commissioner has relied on information and data provided by the Licensee and on the Licensee’s representations concerning site conditions, design specifications and the proposed work, including but not limited to representations concerning the commercial, public or private nature of the work or structures, the water-dependency of said work or structures, its availability for access by the general public, and the ownership of regulated structures or filled areas. If such information proves to be false, deceptive, incomplete or inaccurate, the license may be modified, suspended or revoked, and any unauthorized activities may be subject to enforcement action.
- 19. Limits of Liability.** In granting the license, the Commissioner has relied on all representations of the Licensee, including information and data provided in support of the Licensee’s application. Neither the Licensee’s representations nor the issuance of the license shall constitute an assurance by the Commissioner as to the structural integrity, the engineering feasibility or the efficacy of such design.
- 20. Reporting of Violations.** In the event that the Licensee becomes aware that they did not or may not comply, or did not or may not comply on time, with any provision of this license or of any document incorporated into the license, the Licensee shall immediately notify the agency contact specified within the license and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the agency contact, the Licensee shall provide, for the agency’s review and written approval, a report including the following information:

  - a. the provision(s) of the license that has been violated;
  - b. the date and time the violation(s) was first observed and by whom;
  - c. the cause of the violation(s), if known;
  - d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
  - e. if the violation(s) has not ceased, the anticipated date when it will be corrected;

- f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented; and
- g. the signatures of the Licensee and of the individual(s) responsible for actually preparing such report.

If the violation occurs outside of normal business hours, the Licensee shall contact the Department of Energy and Environmental Protection Emergency Dispatch at 860-424-3333. The Licensee shall comply with any dates which may be approved in writing by the Commissioner.

- 21. Revocation/Suspension/Modification.** The license may be revoked, suspended, or modified in accordance with applicable law.
- 22. Other Required Approvals.** License issuance does not relieve the Licensee of their obligations to obtain any other approvals required by applicable federal, state and local law.
- 23. Rights.** The license is subject to and does not derogate any present or future property rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the property or activity affected hereby.
- 24. Condition Conflicts.** In the case where a project specific special condition listed on the license differs from, or conflicts with, one of the general conditions listed herein, the project specific special condition language shall prevail. It is the licensee's responsibility to contact the agency contact person listed on the license for clarification if needed prior to conducting any further regulated activities.

## Mitigation Project Escrow Agreement

This Mitigation Project Escrow Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among the Electric Boat Corporation (“EB”) and U.S. Bank National Association (“AGENT”). EB and the AGENT are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, EB received a Structures, Dredge and Fill Permit and a Section 401 Water Quality Certification from the State of Connecticut Department of Energy and Environmental Protection (“DEEP”) to construct certain improvements at the EB facility in Groton, Connecticut (License # 201807501-SDFWQC dated \_\_\_\_\_ (“License”)), and as a condition of such License and as mitigation for resource impacts, agreed to fund fish habitat restoration projects acceptable to DEEP in accordance with the terms of the License;

WHEREAS, DEEP has advised EB that the projects described in this Agreement to restore the passage of alewife, blueback herring, and other fish species to habitat currently unavailable to such species due to the presence of dams or other obstructions is acceptable to DEEP and will satisfy all conditions in the License relating to mitigation of resource impacts through fish habitat restoration;

WHEREAS, DEEP has identified sponsors of fish habitat restoration projects and those sponsors have agreed in writing (such agreements referred to individually as a “Project Sponsor Commitment”) to sponsor the fish habitat restoration projects described below; and,

WHEREAS, the AGENT agrees to act as AGENT and hold the funds deposited by EB and distribute them in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises, undertaking, and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

#### **I. Identification of Fish Habitat Restoration Projects**

A. DEEP has identified fish habitat restoration projects (each referred to individually as the “Project”, and collectively as the “Projects”) that would provide adequate mitigation for resource impacts by reconnecting miles of fish habitat that are currently inaccessible and, therefore, not productive. DEEP has also, established the maximum amount of funding each Project would receive from the EB funding. The Projects have been categorized as Tier I, which are currently in active development and would be ready for implementation within approximately twelve (12) months from the date of this Agreement, and Tier II, which have been identified in the event that a Tier I Project cannot be implemented due to unresolvable issues, including, but not limited to, land ownership, design obstructions, time of year restrictions, or the failure to obtain all necessary regulatory permits.

B. Tier I Projects.

<b>Project Name</b>	<b>Stream</b>	<b>Town</b>	<b>Project Sponsor<sup>1</sup></b>	<b>Maximum Contribution to Project<sup>2</sup></b>
Pages Millpond Fishway	Farm River	North Branford	Connecticut Fund for the Environment, Inc.	\$250,000.00
Shewville Dam Fishway	Shewville Brook	Ledyard	Eastern Connecticut Conservation District, Inc.	\$345,000.00
Whitford Pond Fishway	Whitford Brook	Stonington	Connecticut Fund for the Environment, Inc.	\$100,000.00
Millpond Dam Fishway	Falls River	Essex	The Nature Conservancy [of Connecticut], Inc.	\$250,000.00

C. Tier II Projects.

<b>Project Name</b>	<b>Stream</b>	<b>Town</b>	<b>Project Sponsor</b>	<b>Maximum Contribution to Project</b>
Wards Mill	Branford River	Branford	The Nature Conservancy [of Connecticut], Inc.	
Winchell-Smith	Farmington River	Farmington	Farmington River Watershed Association, Inc.	
Parke Pond	Shunnock River	Stonington	The Nature Conservancy [of Connecticut], Inc.	
Merwin Meadows	Norwalk River	Wilton	Connecticut Fund for the Environment, Inc.	

<sup>1</sup> Hereinafter, referred to individually as a "Project Sponsor," and collectively as "Project Sponsors," which includes sponsors of both Tier I and Tier II Projects. Project Sponsors may also be more specifically referred to as "Tier I Project Sponsors" or "Tier II Project Sponsors," or in the singular as a "Tier I Project Sponsor" or "Tier II Project Sponsor."

<sup>2</sup> Hereinafter, the amount identified in this column, or (if this column does not provide an amount) the amount later determined by DEEP as part of its review of a Project proposal to be the Maximum Contribution to Project, is referred to as the "Maximum Contribution to Project."

<b>Project Name</b>	<b>Stream</b>	<b>Town</b>	<b>Project Sponsor</b>	<b>Maximum Contribution to Project</b>
Long Pond	Whitford Brook	Ledyard	Connecticut Fund for the Environment, Inc.	
Bristol Brass	Pequabuck River	Bristol	The Nature Conservancy [of Connecticut], Inc.	
Bulkley Pond	Sasco Brook	Westport/ Fairfield	The Nature Conservancy [of Connecticut], Inc.	
Roaring Brook	Roaring Brook	Lyme	The Nature Conservancy [of Connecticut], Inc.	
Roses Mill Pond	Indian River	Milford	Connecticut Fund for the Environment, Inc.	
Indian Lake	Indian River	Milford	Connecticut Fund for the Environment, Inc.	
Schwartz Pond	Stony Brook	Suffield	TBD	
Starr Mill Dam	Coginchaug River	Middletown	The Nature Conservancy [of Connecticut], Inc.	
Johnsonville	Moodus River	East Haddam	TBD	
Witch Hazel	West River	Guilford	The Nature Conservancy [of Connecticut], Inc.	
Deer Lake	Chatfield Hollow Brook	Madison	TBD	
Grannis Pond	Eightmile River	Southington	Connecticut Fund for the Environment, Inc.	
Dam of the Damned	Noroton River	Stamford	Connecticut Fund for the Environment, Inc.	

<b>Project Name</b>	<b>Stream</b>	<b>Town</b>	<b>Project Sponsor</b>	<b>Maximum Contribution to Project</b>
Nickson	Quinnipiac River	Plainville	Connecticut Fund for the Environment, Inc.	
Chasmar	Fivemile River	Darien/ Norwalk	Connecticut Fund for the Environment, Inc.	
Haleys Brook dams	Haley's Brook	Groton	Connecticut Fund for the Environment, Inc.	
Stillman Pond	Yellow Mill Channel	Bridgeport	Connecticut Fund for the Environment, Inc.	
Mill River Tide Gates	Mill River	New Haven	Connecticut Fund for the Environment, Inc.	
Millers Pond	Hunts Brook	Waterford	TBD	
Cannondale	Norwalk River	Weston	TBD	

## II. Effective Date

This Agreement shall be effective as of the date EB deposits the sum of Nine Hundred and Forty Five Thousand Dollars (\$945,000.00) (the "Funds") with the AGENT by delivering a Federal wire transfer in that amount to:

Bank: U.S. Bank NA  
Address: 60 Livingston Avenue, St. Paul, MN 55107  
A/C Name: USBANK CT WIRE CLEARING  
ABA: 091000022  
Account: 104793255431  
Reference: Electric Boat/CT DEEP Mitigation Project Escrow

## III. Obligations of EB

A. EB agrees to pay for the services of AGENT in accordance with Schedule A hereto.

B. EB shall indemnify and hold harmless AGENT and each director, officer, employee and affiliate of AGENT (each, an "Indemnified Party") upon demand against any and

all claims, actions and proceedings (whether asserted or commenced by EB or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses (collectively, "Losses") arising from this Agreement or AGENT's performance of duties or enforcement of rights hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with AGENT's material breach of this Agreement. EB's obligations under this Section III.B shall survive any termination of this Agreement and the resignation or removal of AGENT.

#### **IV. Obligations of AGENT**

A. Hold Funds. The AGENT shall hold the Funds deposited by EB pursuant to Section II, above, separately from other monies held by AGENT. Funds shall be invested by the AGENT in the investment identified in Schedule B.

B. Disburse Funds. The AGENT shall only disburse the Funds to a Project Sponsor that has signed and submitted a Project Sponsor Commitment as confirmed by DEEP to the AGENT in writing. Promptly after receipt of such DEEP confirmation, the AGENT shall disburse the applicable Maximum Contribution to Project amount identified in Section I.B, above, to a Tier I Project Sponsor in installments as authorized by DEEP and in accordance with the Project Sponsor Commitment.

C. Accounting of Funds. The AGENT will provide DEEP and EB an annual report on the status of the Funds until such Funds are fully expended or transferred pursuant to Section VI.C, below, the escrow account is closed, and this Agreement is terminated pursuant to Section XI, below. Such annual report will list each payment from the Funds, and disclose the recipient of the Funds, the Project to which the Funds were disbursed, the amount disbursed, and the date disbursed. The AGENT will also provide to DEEP and EB the report required by Section VI.B, below, when so requested by DEEP. DEEP and EB may also request that the AGENT provide a status report regarding the Funds at any time, containing the same information as the annual report, and the AGENT will have thirty (30) days to provide such a report.

D. Final Report. After all Funds are fully expended or transferred pursuant to Section VI.C, below, the escrow account is closed, and this Agreement is terminated pursuant to Section XI, below, the AGENT will provide DEEP and EB a final report on the disbursement of the Funds. Such report will list each payment from the Funds, and disclose the recipient of the Funds, the Project to which the Funds were disbursed, the amount disbursed, and the date disbursed.

#### **V. Replacement of Sponsor**

If the original Project Sponsor is unable to complete a Project to which Funds have been disbursed, DEEP may attempt to recruit another organization to manage the same Project using the disbursed Funds. If a replacement Project Sponsor is not selected and the AGENT does not receive a Project Sponsor Commitment as confirmed by DEEP in writing within six (6) months,

the Project will be deemed terminated and Section VI, below, shall apply to any Funds returned by a Project Sponsor to the AGENT.

## **VI. Disposition of Unspent Funds**

A. Transfer of Unspent Funds from a Tier I Project. If a Tier I Project Sponsor does not spend the Maximum Contribution to Project Amount, for any reason, including termination of the Project or completion of the Project for less than the Maximum Contribution to Project Amount, the Tier I Project Sponsor shall return the unspent portion of the Maximum Contribution to Project Amount to the AGENT and such Funds, to the extent so returned and notwithstanding the provision in Section IV.B, above, that Project Sponsor shall only receive the Maximum Contribution to Project Amount, shall be available to be transferred to another Tier I Project pursuant to direction in writing from DEEP to the AGENT.

B. Transfer of Unspent Funds to Tier II Projects. Within thirty (30) days of being notified by DEEP that the Tier I projects have been completed or otherwise terminated, the AGENT shall submit an accounting of the Funds to DEEP. If all Funds have been disbursed, this accounting shall be the Final Report required by Section IV.D, above. If there are unspent Funds returned to AGENT pursuant to Section VI.A remaining in the account, DEEP shall thereafter identify Tier II Projects to which the Funds may be applied and alert the sponsors of such projects of the availability of the unspent Funds. Tier II Project Sponsors must submit a Project Sponsor Commitment as approved by DEEP in writing in order to receive any portion of the unspent Funds pursuant to direction in writing from DEEP to the AGENT. This process shall be repeated until all of the Funds are expended or transferred pursuant to Section VI.C, below.

C. Transfer of Unspent Funds from Escrow Account. If no new Project Sponsor commits to use the unspent Funds for a period of five (5) years after the last payment by the AGENT to a Project Sponsor, the unspent Funds shall be disbursed by AGENT, pursuant to DEEP's written direction, to a private tax-exempt entity selected by DEEP, in its sole discretion and judgment, whose purpose is environmental conservation and restoration.

## **VII. AGENT's Standard of Care**

The AGENT may act in reliance upon any writing or instrument or signature which it in good faith believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The AGENT shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in this escrow account, nor as to the identity, authority, or right of any person executing the same. AGENT undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. AGENT has no fiduciary or discretionary duties of any kind. AGENT's permissive rights will not be construed as duties. AGENT has no liability under and no duty to inquire as to the provisions of the License, any Project Sponsor Commitment, or any document other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to AGENT. AGENT will not be

liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that AGENT's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to EB. In no event will AGENT be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by AGENT to have been created by or on behalf of EB or DEEP, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if AGENT has been advised of the likelihood of such damages or penalty and regardless of the form of action. AGENT may consult, at EB's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and will incur no liability and must be fully indemnified by EB from any liability whatsoever in acting in accordance with the advice of such counsel. AGENT will not be obligated to take any legal action in connection with the Funds, this Agreement or any other agreement or to appear in, prosecute or defend any such legal action or to take any other action that in AGENT's sole judgment may expose it to potential expense or liability.

#### **VIII. Resignation of AGENT**

The AGENT may at any time resign upon thirty (30) days written notice to EB and DEEP and EB may remove AGENT as AGENT under this Agreement upon thirty (30) days' notice to AGENT. EB shall appoint a successor AGENT, with the advice and consent of DEEP, which consent shall not be unreasonably withheld, within this thirty (30) day period.

#### **IX. Representations and Warranties**

Each of the Parties represents and warrants to each other that such Party has full power and authority to enter into and perform its obligations under this Agreement, and all action necessary to authorize the execution and delivery of this Agreement and the performance by such Party of its obligations hereunder has been taken. This Agreement has been duly executed by such Party and constitutes the legal, valid, binding and enforceable obligation of such Party, enforceable against such Party in accordance with its terms subject to bankruptcy laws affecting creditors' rights generally.

#### **X. Submission of Materials**

All notices, reports, consents, approvals and requests required or permitted hereunder shall be in writing, and shall be either hand delivered or sent, by (a) certified or registered U.S. Mail, Return Receipt Requested, first class postage prepaid, or (b) expedited prepaid delivery service, either commercial (e.g., Federal Express or comparable national courier) or U.S. Postal Service, with proof of attempted delivery. All notices shall be addressed to the following:

If to EB:

Electric Boat Corporation  
Attn: Facility Master Plan Program Manager, Dept. 692  
75 Eastern Point Road  
Groton, CT 06340

If to DEEP:

Dept. of Energy and Environmental Protection  
Land & Water Resources Division  
Attn: Micheal Grzywinski  
79 Elm Street  
Hartford, CT 06106

and

Dept. of Energy and Environmental Protection  
Director, Fisheries Division  
79 Elm Street  
Hartford, CT 06106

If to AGENT:

U.S. Bank National Association  
Attn: Kathy L. Mitchell  
225 Asylum Street, 23rd Floor  
Hartford, CT 06103

The Parties and DEEP may change the recipient of its notices at any time by sending notice of the change pursuant to this Section.

**XI. Termination of Agreement**

A. This Agreement shall terminate upon the occurrence of any of the following events:

- (1) The payment of all Funds by the AGENT to Project Sponsors.
- (2) The transfer of any unspent Funds pursuant to Section VI.C, above.

B. Upon termination of this Agreement, the AGENT will close the escrow account and submit the Final Report required by Section IV.D, above.

**XII. General Provisions**

A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

B. Amendment. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.

C. No Agency or Partnership. Nothing contained in this Agreement shall constitute EB as a joint venturer, partner or agent of the Project Sponsors or any recipient of the Funds, or render EB liable for any interests, obligations, acts, omissions, representations or contracts of the Project Sponsors or any recipient of the Funds.

D. Waiver. Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

F. Miscellaneous. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. The term "including" is by way of example and not limitation.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to the conflict of laws principles thereof.

H. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been contained herein.

I. Parties in Interest. Except as specifically contemplated hereby, nothing in this Agreement is intended to confer any rights or remedies on any persons other than the Parties. For the avoidance of doubt, this Agreement confers no rights or remedies to any Project Sponsor or DEEP. This Agreement shall not be construed to relieve or discharge any obligations or liabilities of third persons, nor shall it be construed to give third persons any right of subrogation or action over or against any Party.

J. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and

record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, AGENT requires documentation to verify its formation and existence as a legal entity. AGENT may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. EB agrees to provide all information requested by AGENT in connection with any legislation or regulation to which AGENT is subject, in a timely manner.

Electric Boat Corporation

By: \_\_\_\_\_  
Carol Balerna  
Controller  
Duly Authorized

U.S. Bank National Association

By: \_\_\_\_\_  
Kathy L. Mitchell  
Vice President  
Duly Authorized

**SCHEDULE A**

**Schedule of Fees for Services**

Acceptance Fee (one-time only upon acceptance)	Waived
Annual Administration Fee (payable upon acceptance And each anniversary of the date of this Agreement)	\$3,500.00

## SCHEDULE B

### U.S. BANK NATIONAL ASSOCIATION Investment Authorization Form

#### U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

##### Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other corporate trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its corporate trust customers. U.S. Bank's Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.**

##### Automatic Authorization

In the absence of specific written direction to the contrary to the extent and as authorized in the applicable escrow agreement, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of permissible alternate instructions.

**Land Record Filing\***

**To:** City of Groton Clerk

**Signature and**

**Date:**

*M.P. Gwy*

4/3/19

**Subject:** 75 Eastern Point Road  
License #201807501 SDF & WQC

Pursuant to Section 22a-363g of the Connecticut General Statutes, the Commissioner of Energy & Environmental Protection gives notice that a license has been issued to Electric Boat Corporation, c/o Paul Harren, 75 Eastern Point Road, Mail Stop J88-4, Groton, CT 06340 to:

1. install sedimentation and erosion controls, including an oil boom/silt curtains during active construction of in-water structures associated with the construction of the assembly building identified below;
2. remove existing structures as shown on the plans attached hereto consisting of:
  - a. three (3) concrete slabs;
  - b. a 20' wide by 100' long timber pier and a 15' wide by 75' long finger pier;
  - c. five (5) piles;
  - d. a 42" diameter CMP outfall pipe, two (2) 24" diameter CMP outfall pipes and a 10" diameter CMP outfall pipe;
3. remove approximately 3,000 cubic yards of bedrock over an approximately 22,000 square foot area using controlled blasting techniques and remove the bedrock using mechanical equipment;
4. place approximately 620 cubic yards of stone riprap over an approximately 11,050 square foot area located beneath the proposed Assembly Building;
5. construct a 36" by 48" stormwater outfall on the northern side of the project site and a 60" diameter reinforced concrete outfall (RCP) on the southern side of the property with pre-cast concrete headwalls;
6. conduct dredging using mechanical means a total of 984,000 cubic yards of material from an approximately 915,000 square foot area from the following areas, with disposal of approximately 850,639 cubic yards at Eastern Long Island Sound Disposal Area and disposal of approximately 133,331 cubic yards at Central Long Island Sound Disposal Area:

\*The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance.

- a. a 550' wide by 1,200' long submersion basin to a depth of -87' NAVD88 with a 2' allowable overdredge with an assumed 3.5:1 side slope;
  - b. a 250' wide by 800' long area to a depth of -22' NAVD88 for berthing of the floating dry-dock in the resting position along the shoreline;
  - c. approximately 8,500 cubic yards from an approximately 31,259 square footage to a depth of -22' NAVD88 for the "Sea Shuttle" with a 2' allowable overdredge;
  - d. an approximately 200' wide by 200' long area to a depth of -22' NAVD88 with a 2' allowable overdredge for berthing of support and transport vessels along the western side of the proposed Assembly Building;
7. provide for use of a 180' wide by 750' long (135,000 square foot) floating dry dock by:
    - a. constructing five (5) anchor points consisting of one (1) 12' diameter concrete-filled drilled shafts using a total of approximately 1,180 cubic yards of concrete around the Submerging Basin in the locations shown on the plans attached hereto;
    - b. installing five (5) mooring dolphins, each consisting of four (4) 48" diameter shaft supports drilled into bedrock and filled with concrete;
  8. install approximately 850 linear feet of steel sheetpile bulkhead with a top of bulkhead elevation of +12.5' NAVD88 with associated tie-back anchors or deadmen and walers and place approximately 5,950 cubic yards of backfill over an approximately 4,410 square foot area;
  9. construct two (2) mooring dolphins consisting of four (4) 24" diameter concrete-filled drilled shafts using a total of 90 cubic yards of concrete located northwest of the proposed Assembly Building;
  10. construct three (3) Sea Shuttle bearing plates, each bearing supported by one steel plate cylinder, precast bearing pad, bearing plate block and jack-up system consisting with a total of approximately 1,530 square feet of crushed stone fill;
  11. construct a 317' wide by 617' long pile-support Assembly Building with approximately four hundred and fifty (450) 4' diameter concrete-filled drilled shaft piers with approximately 139,750 square feet located waterward of the coastal jurisdiction line with a finished first floor elevation of +12.5' NAVD88;
  12. sidecast the sediment from the drilled support shafts identified above within the building footprint; and
  13. remove the sedimentation and erosion controls measures identified above.

If you have any questions pertaining to this matter, please contact the Land & Water Resources Division at 860-424-3019.

Return to:

Land & Water Resources Division  
 State of Connecticut  
 Department of Energy & Environmental Protection  
 79 Elm Street  
 Hartford, CT 06106-5127



**Work Commencement Form**

**To:** Regulatory Section  
Department of Energy and Environmental Protection  
Land & Water Resources Division  
79 Elm Street  
Hartford, CT 06106-5127

**Licensee Name:** \_\_\_\_\_

**Licensee Address:** \_\_\_\_\_

**License No(s):** 201807501-SDF & WQC \_\_\_\_\_

**CONTRACTOR(s):**

# 1 Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

# 2 Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

# 3 Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Date Contractor(s) received a copy  
of the license and approved plans: \_\_\_\_\_

EXPECTED DATE OF COMMENCEMENT OF WORK: \_\_\_\_\_

EXPECTED DATE OF COMPLETION OF WORK: \_\_\_\_\_

LICENSEE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Compliance Certification Form

The following certification must be signed by the licensee working in consultation with a Connecticut-licensed design professional and must be submitted to the address indicated at the end of this form within ninety (90) days of completion of the authorized work.

<p>1. Licensee Name: _____</p> <p>License Number(s): <u>201807501-SDF &amp; WQC</u></p> <p>Site Address: _____</p>	
<p>2. Check one:</p> <p>(a) <input checked="" type="checkbox"/> "I certify that the final site conditions and / or structures are in general conformance with the approved site plans". Identify and describe any deviations and attach to this form.</p> <p>(b) <input checked="" type="checkbox"/> "The final site conditions and / or structures are not in general conformance with the approved site plans. The enclosed "as-built" plans note the modifications".</p>	
<p>3. "I understand that any false statement in this certification is punishable as a criminal offence under section 53a-157b of the General Statutes and under any other applicable law."</p>	
<p>_____ Signature of Licensee</p>	<p>_____ Date</p>
<p>_____ Name of Licensee (print or type)</p>	
<p>_____ Signature of CT-Licensed Design Professional</p>	<p>_____ Date</p>
<p>_____ Name of CT-Licensed Design Professional (print or type)</p>	
<p>_____ Professional License Number (if applicable)</p>	<p>Affix Stamp Here <span style="border: 1px solid black; display: inline-block; width: 100px; height: 100px; vertical-align: middle;"></span></p>
<ul style="list-style-type: none"> <li>• As-built plans shall include: elevations or tidal datums, as applicable, and structures, including any proposed elevation views and cross sections included in the approved license plans. Such as-built plans shall be the original ones and be signed and sealed by an engineer, surveyor or architect, as applicable, who is licensed in the State of Connecticut.</li> <li>• The Licensee will be notified by staff of the Land and Water Resources Division (LWRD) if further compliance review is necessary. Lack of response by LWRD staff does not imply compliance.</li> </ul> <p>Submit this completed form to :</p> <p><b>Regulatory Section</b> <b>Department of Energy and Environmental Protection</b> <b>Land &amp; Water Resources Division</b> <b>79 Elm Street</b> <b>Hartford, CT 06106-5127</b></p>	

