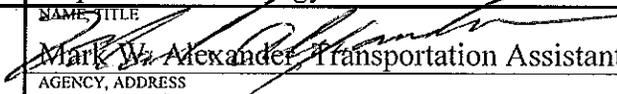


INTERDEPARTMENTAL  
MESSAGE

STATE OF CONNECTICUT

<b>To</b>	NAME, TITLE Mr. Micheal Grzywinski, Environmental Analyst, Office of Long Island Sound Programs	DATE July 16, 2013
	AGENCY, ADDRESS Department of Energy & Environmental Protection, 79 Elm Street, Hartford	
<b>From</b>	NAME, TITLE  Mark W. Alexander, Transportation Assistant Planning Director	TELEPHONE 860-594-2931
	AGENCY, ADDRESS Department of Transportation, 2800 Berlin Turnpike, Newington	

Subject: **DOT Project No. 15-336**  
**Runway Safety Improvements at Igor I. Sikorsky Airport, Stratford**  
**DEEP OLISP File No. 201302507**

In response to your Notice of Insufficiency (NOI) dated June 19, 2013, attached please find the following:

- Revised plates STG-05, STG-06 and STG-10 dated June 26, 2013
- Correspondence from Office of Policy Management dated May 28, 2013
- Executed Agreement on Consent regarding removal of the Raymark waste
- Corps Consultation Form
- Affidavit of Publication
- Certification of Notice Form

Also attached please find an amended response to Part III, question 1 of the application. The updates to the text of this section involve changes to the proposed soil and seeding mix utilized in certain areas. Department experience has demonstrated some issues with the Shoreline seed mix, and the soil specification change is expected to better replicate natural conditions in the areas indicated.

Any questions pertaining to this application may be directed to Ms. Kimberly Lesay, Supervising Transportation Planner, of my staff at (860) 594-2933 or via e-mail at [Kimberly.Lesay@ct.gov](mailto:Kimberly.Lesay@ct.gov).

Attachments

Kimberly Lesay/ kl  
bcc: Robbin L. Cabelus - Mark W. Alexander  
Richard Armstrong  
Dale Spencer



## NOTICE OF INSUFFICIENCY

June 19, 2013

Mark Alexander  
State of Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546

Re: Permit Application #201302507-MG  
State Project #15-336  
Igor I. Sikorsky Memorial Airport, 1000 Great Meadow Drive, Stratford

Dear Mr. Alexander:

Your application for a permit to conduct improvements to an existing runway safety area of Runway 24, construct an Engineered Materials Arresting System (EMAS), relocate Route 113 and conduct stormwater improvements was received by the Department of Energy and Environmental Protection ("Department") on May 20, 2013. Your application has been preliminarily reviewed and has been deemed insufficient for processing. Your application is insufficient because it does not contain the information indicated on the attached addendum.

The Department will not process your application until the requested information has been received and determined to be complete. The information requested above must be submitted to the Department within thirty (30) days of the date of this letter or the application will be rejected in accordance with 22a-3a-2(e) of the Regulations of Connecticut State Agencies. Please be aware if your application is rejected for insufficiency, and you wish to pursue authorization to conduct regulated work at this site, it will be necessary for you to submit a new application to the Department. Additionally, the permit application fee submitted with the above-referenced application cannot be applied to any subsequent application.

If you satisfactorily complete the file, we will conduct a review of your application for consistency with applicable statutory standards and policies. If the proposal is determined to be consistent, we will publish a Notice of Tentative Determination to Approve in the newspaper. If the proposal is determined to be inconsistent, we will provide you with an opportunity to withdraw before we publish a Notice of Tentative Determination to Deny in the newspaper. Please be aware that there will be no opportunity to submit revisions to address the inconsistency of your proposal. If your application is determined to be inconsistent, you can withdraw the application to avoid the cost of publication of the Notice of Tentative Determination to Deny. If your application is not processed, whether due to withdrawal or denial, and you wish to pursue authorization to conduct regulated work, I strongly suggest that you contact me at 860-424-3674 or at [michael.grzywinski@ct.gov](mailto:michael.grzywinski@ct.gov) to arrange a pre-application meeting. Pre-application coordination with the Office of Long Island Sound Programs ("Office") is integral to your submission of a complete application that is consistent with all applicable standards and policies. Applications that are complete and consistent may be processed rapidly.

Please be advised that undertaking any work waterward of the high tide line or in tidal wetlands without the required state authorization is a violation of the law and is subject to enforcement proceedings, including penalties, outlined under Chapter 439 and sections 22a-361a, 22a-363 and 22a-35 of the CGS.

Sincerely,



Micheal P. Grzywinski, Senior Environmental Analyst  
Office of Long Island Sound Programs  
Bureau of Water Protection and Land Reuse

Enclosure – Checklist, Fee invoice

cc: Dale Spencer, CME Engineering  
Lisa Trachtenburg, City of Bridgeport  
Frasier Walsh, URS Corporation  
Roger Krahn, URS Corporation  
Sydney Neer, URS Corporation  
Gary Nash, URS Corporation  
Dan Hageman, Fitzgerald & Halliday, Inc.  
Laurie LaRocca, CT DOT  
Kim Lesay, CT DOT  
File #201302507-MG, Stratford  
US ACOE (PGP)

Notice of Insufficiency Checklist  
Application #201302507-MG

**Notice of Insufficiency Checklist**

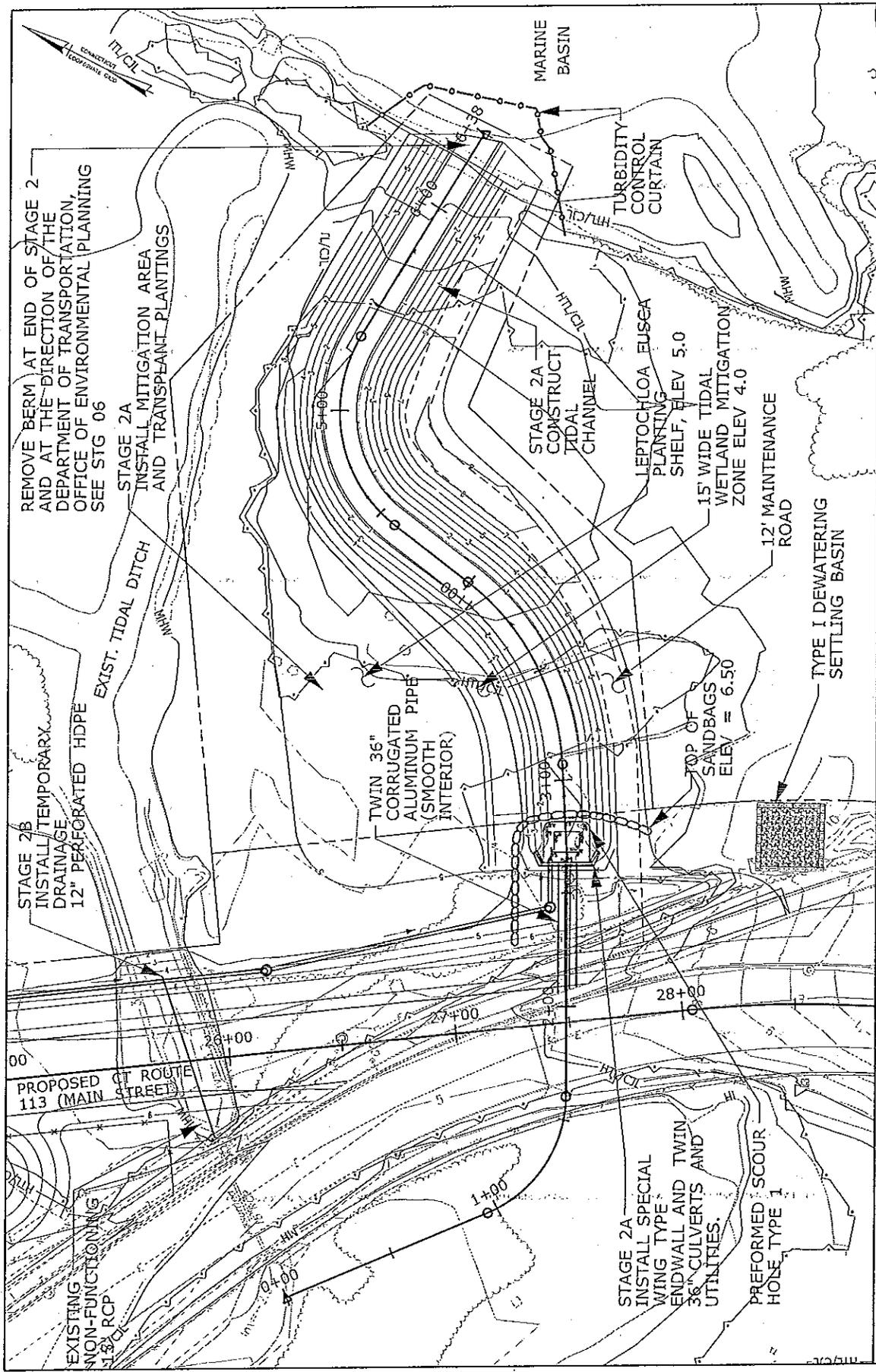
The items in this outline correspond to the numbering system of the permit application form (DEEP-OLIS-APP-100). Please refer to the corresponding section of the application instructions for guidance regarding the required information. Please submit the following materials, on revised application pages, to this office at the following address:

DEEP-Office of Long Island Sound Programs  
ATTN: Micheal Grzywinski  
79 Elm Street  
Hartford, CT 06106-5127

Section	Missing	Incomplete
<b>Part I: Permit Type and Fee</b>		
Type of Permit		
Permit Fee		
<b>Part II: Applicant Information</b>		
1. Applicant name		
a. Applicant Type		
b. Applicant's interest in property		
2. Billing Contact information		
3. Primary Contact information		
4. Site Owner		
5. Facility Owner		
6. Attorney information		
7. Engineer/Consultant information		
8. OLISP staff pre-app		
<b>Part III: Project info</b>		
1. Description of Proposed Work		
2.a. Construction Methodology/Sequencing		
2.b. Erosion and sediment controls		
2.c. Construction Time		
3. Purpose/Use of Proposed Project		
4. Coastal/Aquatic Resources on Site		
5. Potential Resource Impacts		
6.a. Potential Benefits/Impacts to Navigation		
6.b. Potential Benefits/Impacts to Public Access		
7. Water-dependent Use Narrative		
8. Potential Impacts to Water-dependent Use		
9. Alternatives Discussion		
10. Acceptability of Project		
11.a. Completed Work		
11.b. Detail of completed work		
11.c. Date of work		
11.d. Property purchase date		
11.e. Ownership when work completed		
11.f. Awareness of work		
11.g. Pending Enforcement Action		
12. Federal funding		
<b>Part IV: Site and Resource info</b>		
1. Facility Name/Location		
2. Indian Lands		
3. Coastal Area		
4. Endangered Species Area		

Notice of Insufficiency Checklist  
Application #201302507-MG

5. Aquifer Protection Area		
6. Shellfish Commission		
7. Harbor Management Commission		
8. Department of Agriculture/Aquaculture		
9. Conservation/Preservation Restriction		
10. Previous Authorizations		
11. Changes in Conditions on Site		
12.a. Municipal Zoning Classification		
12.b. Existing Land Uses on Site		
13. Name of Waterbody		
14.a. Tidal Elevations/Datum		
14.b. Tidal Elevation Determination		
15. Osprey Platforms		
<b>Part V: Supporting Documents</b>		
Attachment A -- Executive Summary		
Attachment B -- Permission from Owner		
Attachment C -- CT NDDB Form		
Attachment D -- Shellfish Consultation Form		
Attachment E -- Harbor Management Form		
Attachment F -- Dept of Ag/Aquaculture Form		
Attachment G -- Cons./Pres. Information		
Attachment H -- Compliance Information		
Attachment I -- Project Plans		<ul style="list-style-type: none"> <li>• Please revise Plates STG-05 and STD 10 to show the proposed turbidity control curtain to terminate at or above the existing coastal jurisdiction line. Presently, it is shown with the landward terminus waterward of mean high water and will not likely be effective.</li> <li>• Please revise Plate STG-06 to show the limits of the proposed turbidity control curtain.</li> </ul>
Attachment J -- Existing Conditions Photographs		
Attachment K -- Adjacent Property Contacts		
Attachment L -- Applicant Background Info		
Attachment M -- Other	X	<ul style="list-style-type: none"> <li>• Please provide a copy of the acknowledgement or concurrence letter from the Connecticut Department of Office and Policy Management in response to the report entitled, "Incidental Take Report Vegetation, Birds, Invertebrates, Runway Safety Area Project, Igor I. Sikorsky Memorial Airport, Stratford, CT", dated March 2013 prepared by Fitzgerald &amp; Halliday, Inc. for the Connecticut Department of Transportation.</li> <li>• Please provide an executed Agreement on Consent and any other associated documents between the appropriate parties regarding the removal of the existing identified Raymark waste area.</li> <li>•</li> </ul>
Attachment N -- Corps Consultation Form	X	
<b>Part VI: Applicant Certification</b>		
Applicant Signatures/Date		
Preparer Signatures/Date		
Notice of Permit Application (see Application Instructions pages 3 and 4 of 29)		
Affidavit of Publication	X	
Certification of Notice Form -- Notice of Application	X	



REMOVE BERM AT END OF STAGE 2 AND AT THE DIRECTION OF THE DEPARTMENT OF TRANSPORTATION, OFFICE OF ENVIRONMENTAL PLANNING SEE STG 06

STAGE 2B  
INSTALL TEMPORARY DRAINAGE  
12" PERFORATED HDPE

STAGE 2A  
INSTALL MITIGATION AREA AND TRANSPLANT PLANTINGS

TWIN 36" CORRUGATED ALUMINUM PIPE (SMOOTH INTERIOR)

STAGE 2A  
CONSTRUCT TIDAL CHANNEL

STAGE 2A  
INSTALL SPECIAL WING TYPE ENDWALL AND TWIN 36" CULVERTS AND UTILITIES.

PREFORMED SCOUR HOLE, TYPE 1

TYPE I DEWATERING SETTLING BASIN

12' MAINTENANCE ROAD

LEPTOCHLOA EUSCA PLANTING SHELF, ELEV 5.0

15' WIDE TIDAL WETLAND MITIGATION ZONE ELEV 4.0

TURBIDITY CONTROL CURTAIN

MARINE BASIN

PROPOSED CT ROUTE 113 (MAIN STREET)

EXISTING NON-FUNCTIONING 18" RCP

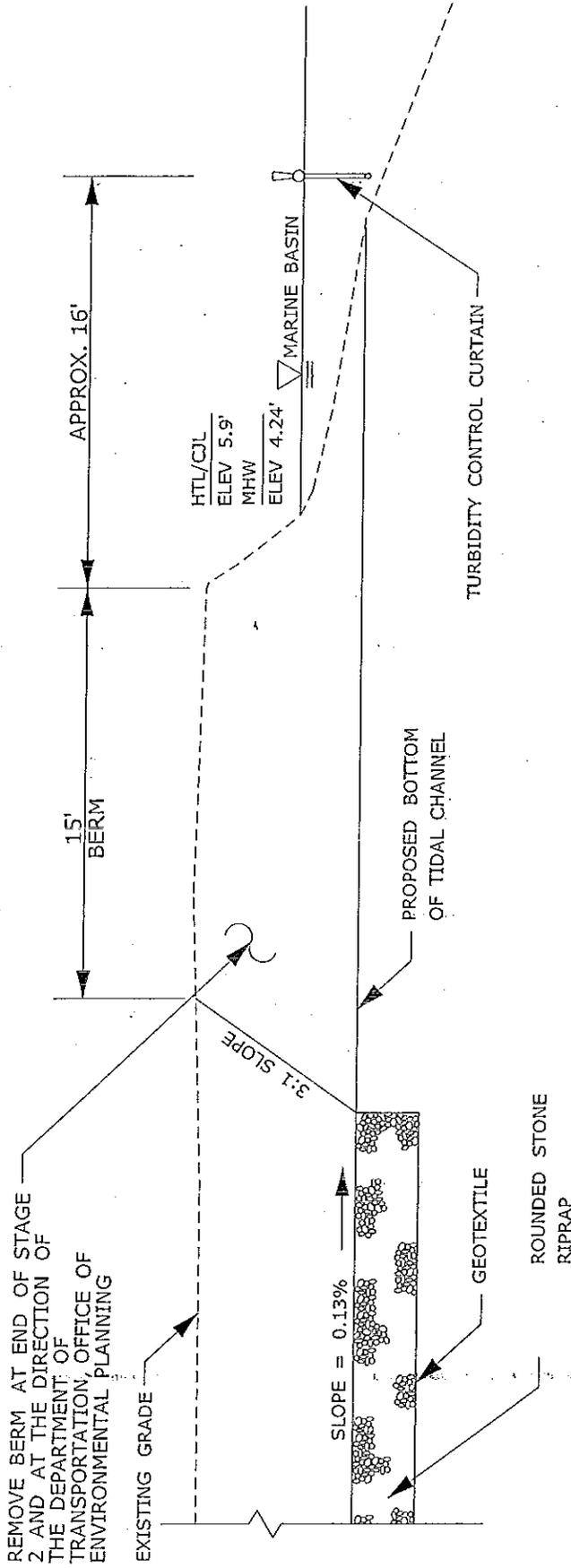


SCALE IN FEET

PLATE TITLE:  
STAGE CONSTRUCTION PLAN  
STAGE 2 - TIDAL CHANNEL  
CONSTRUCTION

RUNWAY SAFETY AREA PROJECT  
STATE PROJECT NO. 15-336  
IGOR I. SIKORSKY AIRPORT  
TOWN OF STRATFORD, CT

REV 06/26/2013 PLATE NO: STG 05

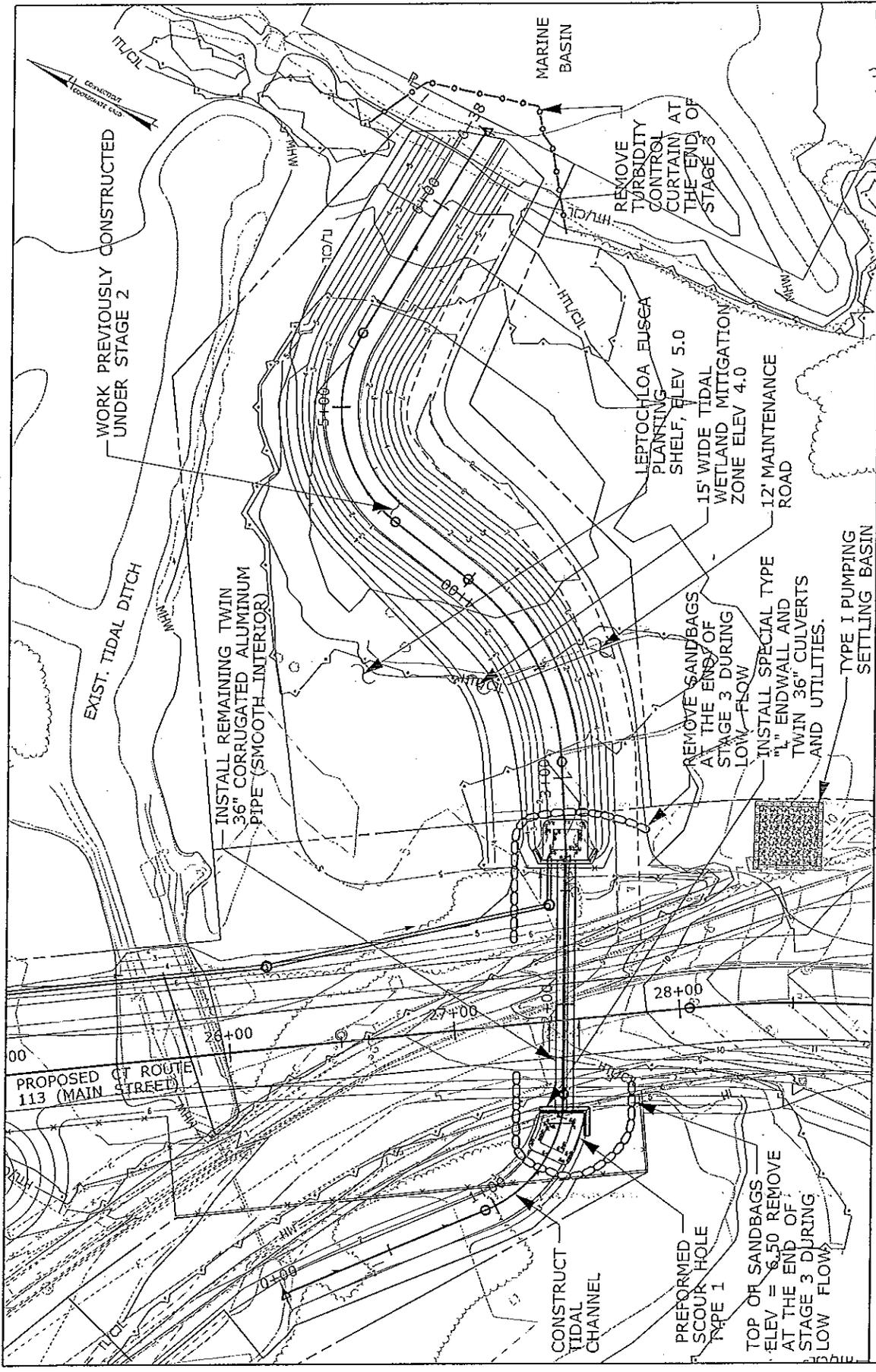


STAGE 2 - REMOVAL OF BERM DETAIL

RUNWAY SAFETY AREA PROJECT  
 STATE PROJECT NO. 15-336  
 IGOR I. SIKORSKY AIRPORT  
 TOWN OF STRATFORD, CT

PLATE TITLE:  
 STAGE CONSTRUCTION PLAN  
 STAGE 2 - BERM DETAIL

SCALE IN FEET  
 0 60 120  
 REV 06/26/2013 | PLATE NO: STG 06



SCALE IN FEET  
 0 60 120

REV 06/26/2013 PLATE NO: STG 10

PLATE TITLE:  
**STAGE CONSTRUCTION PLAN  
 STAGE 3 - TIDAL CHANNEL  
 CONSTRUCTION**

RUNWAY SAFETY AREA PROJECT  
 STATE PROJECT NO. 15-336  
 IGOR I. SIKORSKY AIRPORT  
 TOWN OF STRATFORD, CT



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

OFFICE OF THE SECRETARY

May 28, 2013

Susan Whalen, Deputy Commissioner  
Connecticut Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

RE: Incidental Take Consultation for Igor I. Sikorsky Memorial Airport (BDR) Safety Improvements and Route 113 Realignment in Stratford, CT

Dear Deputy Commissioner Whalen:

This letter is to notify you that, after a review of all documentation submitted with your letter dated May 14, 2013, I concur with the opinion of DEEP that the proposed action to improve the runway safety area by installing an Emergency Materials Arresting System (EMAS) and relocating Route 113 in that area will result in unavoidable, direct, and permanent impacts to two sub-populations of the State Endangered Saltpond grass and therefore, constitute an incidental taking under the State Endangered Species Act.

Please provide a copy of the final Basis for Determination of Incidental Taking, the written statement required by Section 26-310(d) of the Connecticut General Statutes.

You can contact Dimple Desai of my staff at (860) 418-6412 if you have any questions.

Sincerely,

Benjamin Barnes, Secretary  
Office of Policy and Management

Cc: Bill Hyatt, DEEP  
Rick Jacobson, DEEP

RECEIVED

JUN 14 2013

Dept. of Environmental Protection  
Deputy Commissioner E.C.

Statement of the Commissioner of Energy and Environmental Protection to the  
Connecticut Department of Transportation and the City of Bridgeport  
Pursuant to C.G.S. Section 26-310(d)

I. Impact of the Incidental Taking on the Endangered Species

The Connecticut Department of Transportation (CTDOT) and the city of Bridgeport are currently undertaking a runway safety area project at Igor I. Sikorsky Memorial Airport (BDR) in Stratford, Connecticut. The project involves safety improvements to the runway safety area (RSA) and will include the installation of an Emergency Materials Arresting System (EMAS) at the north end of runway 6-24 to reduce the frequency and severity of aircraft incidents at the airport. This work will require the realignment of State Route 113 which will result in unavoidable, direct, permanent impacts to two sub-populations of the State endangered Saltpond grass (*Leptochloa fusca* ssp. *fascicularis*).

Additionally, a second State Endangered plant species; two plant species of State Special Concern; twenty-two bird species on the Connecticut list of endangered, threatened, or species of special concern; one moth species of special concern, and one tiger beetle species of special concern were located on airport property and documented in this and supporting technical reports. Through avoidance and best management practices, these species will not be permanently impacted by the proposed activities.

Saltpond grass is an annual grass species with a wide geographic distribution, though its populations are considered vulnerable or imperiled in seven states and the District of Columbia. *Leptochloa fusca* ssp. *fascicularis* was documented at BDR during biological surveys conducted at the airport in 2012. Currently, only three populations of *Leptochloa fusca* ssp. *fascicularis* have been documented within Connecticut, with the population at BDR being the largest.

The project is anticipated to impact approximately 46% of the airport's population of *Leptochloa fusca* ssp. *fascicularis*. Those plants growing alongside the existing roadway and within the path of the proposed realignment of Route 113 would be impacted by pavement milling, removal of the existing roadway, installation of a new culvert, and construction of a new sidewalk, bikeway, and the new roadway. Since the EMAS bed cannot be relocated, there is no feasible alternative to the proposed road realignment that would avoid impacts to *Leptochloa fusca* ssp. *fascicularis*. Other documented sub-populations of the species will not be impacted as they are located outside the project area.

2. Feasible and Prudent Measures and Alternatives to Ensure that the Action Does Not Appreciably Reduce the Likelihood of Recovery of the Species

Project mitigation of impacts to *Leptochloa fusca* ssp. *fascicularis* consists of a two-phased approach involving both transplantation of existing sub-populations and planting of new seeding beds.

The first phase will consist of excavation of the existing soils supporting the two sub-populations of *Leptochloa fusca* located along Route 113. Excavation of the population will take place prior to roadway construction. These populations will be relocated to an 11,468-square foot transplant bed situated along the north side of a proposed new drainage channel between Route 113 and a marine basin. Since this species is an annual, the soil will be relocated outside of the growing season (Oct 15 – April 1) to avoid direct impacts to actively-growing plants. The transplant bed has been designed to allow for occasional tidal inundation to mimic conditions under which the current population has thrived.

The second phase of mitigation will consist of preparing a new 8,450-square foot seeding bed for *Leptochloa fusca* ssp. *fascicularis* within the footprint of the abandoned roadway. Once the new road is constructed and traffic diverted off the existing section of road, pavement will be removed from the abandoned roadway section, and a seeding bed prepared. The seeding bed has been designed to encompass a range of elevations similar to those at which current populations are found. Soil samples have been taken at the existing locations of this plant to determine the physical and chemical parameters under which it is currently growing. This data will be used to re-create the soil conditions this species requires to successfully propagate and reproduce.

In 2012, CTDEEP collected in excess of 3,000 seeds from airport property. Additional seeds will be collected during the 2013 season and added to the seed stock for planting within the proposed seeding bed. Half of the seeds will be planted in fall 2015 to allow the seeds to overwinter. The other half of the seeds will be properly stored for contingency, in case additional seeding is needed as determined by CTDEEP staff. All work will be overseen by CTDOT Office of Environmental Planning and CTDEEP staff.

In total, 0.45 acres of mitigation will be created to offset the anticipated impacts to *Leptochloa fusca* ssp. *fascicularis* sub-populations which occupied an area of 0.06 acres in 2012.

Following construction, a qualified botanist, approved by CTDEEP, will monitor the mitigation area every September for five years. The program will monitor germination and plant growth. The approximate number of plants growing will be estimated and pictures taken to document the transplant and seed bed mitigation areas. An annual monitoring report will be provided to

CTDEEP by November of each year for five years following the completion of construction activities.

CTDEEP believes that the proposed mitigation has been planned to ensure the recovery of the *Leptochloa fusca* ssp. *fascicularis* sub-populations which will be impacted by the realignment of Route 113 in Stratford. In addition to carefully ordering the sequence of construction activities, the collection of seeds and the use of an appropriate substrate should enhance the survival and continued persistence of *Leptochloa fusca* ssp. *fascicularis* at the airport.

### 3. Terms and Conditions to Ensure Compliance

In order to ensure that all components of the proposed mitigation are addressed to the satisfaction of the Commissioner of Energy and Environmental Protection (Commissioner), all work shall be overseen by CTDOT's Office of Environmental Planning and CTDEEP staff.

Once construction of the project is complete, the CTDOT will transfer all permits to the City of Bridgeport for monitoring and maintenance responsibilities associated with said permits. The City of Bridgeport will allow CTDEEP access to the sites and will work with CTDEEP to ameliorate any problems found at the sites.

Failure to comply with conditions set forth in the "Incidental Take Report" or within this document may result in permit revocation and/or civil penalties levied against the responsible party.

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION I

IN THE MATTER OF:  
Raymark Industries, Inc. Superfund Site  
Stratford, Connecticut

CITY OF BRIDGEPORT,  
CONNECTICUT

Respondent.

ADMINISTRATIVE SETTLEMENT  
AGREEMENT AND ORDER ON  
CONSENT FOR REMOVAL ACTION

U.S. EPA Region I, New England  
CERCLA Docket No.: 01-2013-0011

Proceeding Under Sections 104, 106(a), 107  
and 122 of the Comprehensive  
Environmental Response, Compensation,  
and Liability Act, as amended, 42 U.S.C. §§  
9604, 9606(a), 9607 and 9622

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## I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the City of Bridgeport, Connecticut ("Respondent"). This Settlement Agreement provides for the performance of a removal action by Respondent and the reimbursement of certain response costs incurred by the United States at or in connection with the Airport Property North of Marine Basin portion of the Raymark Industries, Inc. Superfund Site, located in Stratford, Connecticut, as part of State Project 15-336, as described below.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of Connecticut (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondent recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondent agrees to comply with and be bound by the terms of this Settlement Agreement and further agrees that it will not contest the basis or validity of this Settlement Agreement or its terms.

## II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon EPA and upon Respondent and its successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Settlement Agreement.

6. Respondent is jointly and severally liable for carrying out all activities required by this Settlement Agreement.

7. Respondent shall ensure that its contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondent shall be responsible for any noncompliance with this Settlement Agreement.

### III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Action Memorandum" shall mean the EPA Action Memorandum relating to the Airport Property portion of the Site signed by the Director of the Office of Site Remediation and Restoration, New England, and all attachments thereto.

b. "Airport Property" shall mean approximately 15.1 acres of vacant land running approximately 850 feet along the north side of Main Street in the Town of Stratford, being a portion of Operable Unit 6 of the Raymark Superfund Site. A Figure showing the Airport Property is attached as Appendix A.

c. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

d. "Clean Fill" shall mean material that meets the definition of clean fill as defined by CTDEEP Solid Waste Management Regulations RCSA 22a-209-1.

e. "CTDEEP" shall mean the Connecticut Department of Energy and Environmental Protection and any successor departments or agencies of the State.

f. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

g. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXXI.

h. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

i. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and costs incurred pursuant to Paragraph 37 (costs and attorney's fees and any monies paid to secure access, including the

amount of just compensation), Paragraph 47 (emergency response), and Paragraph 72 (work takeover).

j. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

k. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

l. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

m. "Parties" shall mean EPA and Respondent.

n. "Raymark Waste" shall mean soil from a single soil sample at the same depth interval that contains lead above 400 mg/kg and asbestos (chrysotile only) greater than 1 percent and either PCBs (Aroclor 1268 only) above 1 mg/kg or copper above 288 mg/kg.

o. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

p. "Respondent" shall mean the City of Bridgeport, Connecticut.

q. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

r. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

s. "Site" shall mean the Raymark Industries, Inc. Superfund Site, located in Stratford, Connecticut including the former Raymark Industries Inc. manufacturing plant and other locations where Raymark Waste from the Raymark plant has come to be located, including, without limitation, the Airport Property and other commercial and residential properties in the Town of Stratford.

t. "State" shall mean the State of Connecticut.

u. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the removal action, as set forth in Appendix B to this Settlement Agreement, and any modifications made thereto in accordance with this Settlement Agreement.

v. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

w. "Work" shall mean all activities Respondent is required to perform under this Settlement Agreement.

#### IV. FINDINGS OF FACT

9. The Site is located in the Town of Stratford, Connecticut. The Site includes the former Raymark Industries, Inc. plant, located at 150, 250, and 350 Barnum Avenue Cutoff (the "Raymark Plant"), and other locations where hazardous substances from the Raymark Plant have come to be located.

10. The Site is listed on EPA's CERCLA National Priorities List, 40 C.F.R. Part 300, App. B (1988), pursuant to Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B).

11. The former Raymark Industries Inc. (and its predecessors and successors) manufactured friction materials at the Raymark Plant. During its 70 years of operation, the former Raymark Industries company disposed of its manufacturing waste throughout its former facility and gave away waste as backfill for low-lying areas around the Town of Stratford.

12. Raymark Waste from the Raymark Plant is characterized by the presence of lead, asbestos, polychlorinated byphenyls ("PCBs"), copper, and other hazardous substances.

13. Data from soil samples collected by EPA and Respondent indicate that Raymark Waste is present on the Airport Property. The presence of Raymark Waste at the Airport Property impacts a transportation safety project being pursued under a combined effort of the Connecticut Department of Transportation ("CTDOT"), the Federal Aviation Administration (the "FAA"), and Respondent.

14. Hazardous substances detected at the Airport Property include, without limitation, asbestos, lead, PCBs, and copper. These contaminants are consistent with contaminants found at the Raymark plant and other locations in the Town of Stratford that contain Raymark Waste.

15. EPA has documented past investigations at and the nature and extent of contamination on the Airport Property in a document titled *Final Remedial Investigation, Raymark OU6 - Additional Properties, Stratford, Connecticut* dated June 2005.

16. EPA has evaluated cleanup alternatives for the Airport Property in a document titled *Feasibility Study, Raymark Industries, Operable Unit 6 – Additional Properties, Stratford, Connecticut*, dated August 2010.

17. EPA has performed a quantitative baseline human health risk assessment of the human health risks posed by the Airport Property. This assessment is contained in the June 2005 *Final Remedial Investigation* report. This assessment documents that soil containing Raymark Waste located at the Airport Property presents a risk to human health.

18. The Respondent, City of Bridgeport, is a municipality of the State of Connecticut. The Respondent owns a portion of the Airport Property, which is located in the Town of Stratford, Connecticut.

19. The Airport Property is located across Main Street (State Route 113) from Runway 24 of the Igor I. Sikorsky Memorial Airport. A portion of Main Street will be realigned further to the north of its existing location in connection with the creation of an expanded safety zone for Runway 24. The Respondent's project ("State Project No. 15-336" or "Respondent's Project") will require the excavation, handling, and off-Site disposal of soil containing Raymark Waste located on the Airport Property.

20. The Respondent's Project will be performed by the CT DOT, pursuant to grants issued by the FAA.

21. This Agreement provides conditions and requirements for the Respondent's performance of Work on the Airport Property.

22. Respondent's Work will abate the threat to human health posed by the presence of Raymark Waste at the Airport Property.

## **V. CONCLUSIONS OF LAW AND DETERMINATIONS**

23. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Airport Property is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The soil contamination found at the Airport Property, as identified in the Findings of Fact above, includes "hazardous substances," as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response actions and for response costs incurred and to be incurred at the Airport Property. Specifically, Respondent is the "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

## **VI. SETTLEMENT AGREEMENT AND ORDER**

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondent shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

## **VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR**

24. Respondent shall retain, or direct to be retained, one or more contractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) pursuant to the schedule contained in the Statement of Work. Respondent shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least seven (7) days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent, within fourteen (14) days of receiving notification of any contractor or subcontractor. If EPA disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within fourteen (14) days of EPA's disapproval. EPA understands that Respondent will be selecting a contractor pursuant to a public bidding process.

25. Within seven (7) days after the Effective Date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this Settlement Agreement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present at the Airport Property or readily available during the Work. EPA

retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number, and qualifications within fourteen (14) days following EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondent.

26. EPA has designated Wing Chau of the Region I, Office of Site Remediation and Restoration, or his designee, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondent shall direct all submissions required by this Settlement Agreement to the OSC at Office of Site Remediation and Restoration (OSRR02-02), 5 Post Office Square – Suite 100, Boston, Massachusetts, 02109-3912, with a copy to Ron Jennings (OSRR07-01) at the same address.

27. EPA and Respondent shall have the right, subject to Paragraph 25, to change their respective designated OSC or Project Coordinator. Respondent shall notify EPA fourteen (14) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice. EPA will notify Respondent of any such change of OSC.

#### **VIII. WORK TO BE PERFORMED**

28. Respondent shall perform, at a minimum, all actions necessary to implement the Statement of Work. The actions to be implemented generally include, but are not limited to, the following:

- a. site preparation;
- b. excavation of soils containing Raymark Waste, with on-Site treatment/stabilization prior to off-Site disposal at an EPA-approved disposal facility;
- c. air monitoring
- d. backfilling with clean fill of any areas where soils containing Raymark Waste were removed; and
- e. repair of response-related damage, including stabilization of restored areas and the restoration and/or remediation of any impacted wetlands or streams.

#### **29. Work Plan and Implementation.**

a. Pursuant to the schedule contained in the Statement of Work, Respondent shall submit to EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 28 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement.

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, Respondent shall submit a revised draft Work Plan within fourteen (14) days of receipt of EPA's notification of the required revisions. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent

modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondent shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondent shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval pursuant to this Paragraph 29(b). Respondent shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA.

30. Health and Safety Plan. Pursuant to the schedule contained in the Statement of Work, Respondent shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Settlement Agreement. This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondent shall incorporate all changes to the plan recommended by EPA and shall implement the plan during the pendency of the removal action.

31. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondent shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondent shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by EPA, Respondent shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondent shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by EPA, Respondent shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondent shall notify EPA not less than fourteen (14) days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon

request, EPA shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the Work.

32. Post-Removal Site Control of the Airport Property. In accordance with the Work Plan schedule, or as otherwise directed by EPA, Respondent shall submit a proposal for post-removal site control consistent with Section 300.415(d) of the NCP and OSWER Directive No. 9360.2-02. Upon EPA approval, Respondent shall implement such controls and shall provide EPA with documentation of all post-removal site control arrangements.

33. Reporting.

a. Respondent shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement every thirty (30) days after the date of receipt of EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the activities anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit two (2) copies of all plans, reports or other submissions required by this Settlement Agreement, the Statement of Work, or any approved work plan. Upon request by EPA, Respondent shall submit such documents in electronic form.

c. Respondent shall, at least 30 days prior to the conveyance of any interest in the Airport Property, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondent also agrees to require that its successors comply with the immediately preceding sentence and Sections IX (Access) and X (Access to Information).

34. Final Report. Within ninety (90) days after completion of all Work required by this Settlement Agreement, Respondent shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on the Airport Property, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

35. Off-Site Shipments.

a. Respondent shall, prior to beginning the shipment of Waste Material from the Airport Property to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondent shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondent shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondent following the award of the contract for the removal action. Respondent shall provide the information required by this Paragraph 35(a) and 35(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Airport Property to an off-Site location, Respondent shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondent shall only send hazardous substances, pollutants, or contaminants from the Airport Property to an off-Site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

**IX. ACCESS TO THE AIRPORT PROPERTY**

36. Respondent shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors and subcontractors, with a copy of this Agreement and provide access at all reasonable times to the Airport Property for the purpose of conducting any activity related to this Settlement Agreement.

37. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access agreements within thirty (30) days after the Effective Date, or as otherwise

specified in writing by the OSC. Respondent shall immediately notify EPA if after using its best efforts it is unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondent shall describe in writing its efforts to obtain access. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as EPA deems appropriate. Respondent shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

38. Notwithstanding any provision of this Settlement Agreement, EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

#### **X. ACCESS TO INFORMATION**

39. Respondent shall provide to EPA and the State, upon request, copies of all documents and information within its possession or control or that of its contractors or agents relating to activities at the Airport Property or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

40. Respondent may assert business confidentiality claims covering part or all of the documents or information submitted to EPA and the State under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Respondent that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondent.

41. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If the Respondent asserts such a privilege in lieu of providing documents, it shall provide EPA and the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

42. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Airport Property.

## **XI. RECORD RETENTION**

43. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Airport Property, regardless of any records retention policy to the contrary. Until 10 years after Respondent's receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondent shall also instruct its contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

44. At the conclusion of this document retention period, Respondent shall notify EPA and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or the State, Respondent shall deliver any such records or documents to EPA or the State. Respondent may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If Respondent asserts such a privilege, it shall provide EPA or the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondent. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

45. Respondent hereby certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Airport Property and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

## **XII. COMPLIANCE WITH OTHER LAWS**

46. Respondent shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable state and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all actions on the Airport Property required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs")

under federal environmental or state environmental or facility siting laws. Respondent shall identify ARARs in the Work Plan subject to EPA approval.

### XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

47. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Airport Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action. Respondent shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC at (617) 918-1254, or, in the event of his/her unavailability, the Regional Duty Officer at (617) 918-1910 and the EPA Regional Emergency 24-hour telephone number at (617) 723-8928 of the incident or Site conditions. In the event that Respondent fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondent shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

48. In addition, in the event of any release of a hazardous substance from the Airport Property, Respondent shall immediately notify the OSC at (617) 918-1254, the National Response Center at (800) 424-8802, and CT DEEP at (866) 337-7745. Respondent shall submit a written report to EPA and CT DEEP within seven (7) days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

### XIV. AUTHORITY OF ON-SCENE COORDINATOR

49. The OSC shall be responsible for overseeing Respondent's implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Airport Property. Absence of the OSC from the Airport Property shall not be cause for stoppage of Work unless specifically directed by the OSC.

### XV. PAYMENT OF RESPONSE COSTS

#### 50. Payments for Future Response Costs.

a. Respondent shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondent a bill for Future Response Costs requiring payment that includes a Region I Cost Summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred

by the United States. Respondent shall make all payments within 30 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 52 of this Settlement Agreement.

b. Respondent shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party(ies) making payment and EPA Site/Spill ID number 01H3. Respondent shall send the check(s) to:

U.S. Environmental Protection Agency  
Superfund Payments  
Cincinnati Finance Center  
P.O. Box 979076  
St. Louis, MO 63197-9000

Alternatively, Respondents may make all payments by Electronic Funds Transfer ("EFT") pursuant to instructions provided by EPA.

c. At the time of payment, Respondent shall send notice by email that payment has been made to [acctreceivable.cinwd@epa.gov](mailto:acctreceivable.cinwd@epa.gov), and to:

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

and

Stacy Greendlinger, Enforcement Coordinator  
U.S. Environmental Protection Agency  
5 Post Office Square - Suite 100 (OSRR02-2)  
Boston, MA 02109-3912  
[Greendlinger.stacy@Epa.gov](mailto:Greendlinger.stacy@Epa.gov)

d. The total amount to be paid by Respondent pursuant to this Paragraph 50(a) shall be deposited by EPA in the Raymark Industries Superfund Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

51. In the event that a payment for Future Response Costs is not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

52. Respondent may contest payment of any Future Response Costs billed under Paragraph 50 if it determines that EPA has made a mathematical error, or if it believes EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to the OSC. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondent shall within the 30-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 50. Simultaneously, Respondent shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Connecticut and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondent shall send to the EPA OSC a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondent shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If EPA prevails in the dispute, within five (5) days of the resolution of the dispute, Respondent shall pay the sums due (with accrued Interest) to EPA in the manner described in Paragraph 50. If Respondent prevails concerning any aspect of the contested costs, Respondent shall pay that portion of the costs (plus associated accrued Interest) for which it did not prevail to EPA in the manner described in Paragraph 50. Respondent shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondent's obligation to reimburse EPA for its Future Response Costs.

#### **XVI. DISPUTE RESOLUTION**

53. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

54. If Respondent objects to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, it shall notify EPA in writing of its objection(s) within five (5) days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have seven (7) days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

55. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the branch level or higher will issue a written decision on the

dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondent's obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

## **XVII. FORCE MAJEURE**

56. Respondent agrees to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondent, or of any entity controlled by Respondent, including but not limited to, its contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work, increased cost of performance, or a failure to attain any performance standards/action levels set forth in the Statement of Work.

57. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within forty-eight (48) hours of when Respondent first knew that the event might cause a delay. Within three (3) days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

58. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

## XVIII. STIPULATED PENALTIES

59. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 60, 61, and 62 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondent shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement, in accordance with all applicable requirements of law, this Settlement Agreement, the SOW, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

### 60. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance, except for those non-compliance penalties identified in Paragraph 61 below:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500.00	1st through 14th day
\$1,000.00	15th through 30th day
\$1,500.00	31st day and beyond

61. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Section VIII:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 250.00	1st through 14th day
\$ 500.00	15th through 30th day
\$ 750.00	31st day and beyond

62. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 72 of Section XX, Respondent shall be liable for a stipulated penalty in the amount of twenty-five thousand dollars (\$25,000).

63. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondent of any deficiency; and 2) with respect to a decision by the EPA Management Official at the branch chief level or higher, under Paragraph 55 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this

Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

64. Following EPA's determination that Respondent has failed to comply with a requirement of this Settlement Agreement, EPA may give Respondent written notification of the failure and describe the noncompliance. EPA may send Respondent a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

65. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to U.S. Environmental Protection Agency, Superfund Payments, Cincinnati Finance Center, P.O. Box 979076, St. Louis, Missouri 63197-9000, shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 01H3, the EPA Docket Number CERLCA Docket No. 01-2013-0011, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 50.

66. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Settlement Agreement.

67. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until fifteen (15) days after the dispute is resolved by agreement or by receipt of EPA's decision.

68. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 65. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(l) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Section, except in the case of a willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX, Paragraph 72. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

### XIX. COVENANT NOT TO SUE BY EPA

69. In consideration of the actions that will be performed and the payments that will be made by Respondent under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondent pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondent of all obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondent and does not extend to any other person.

### XX. RESERVATIONS OF RIGHTS BY EPA

70. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondent in the future to perform additional activities at the Airport Property pursuant to CERCLA or any other applicable law.

71. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondent to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Future Response Costs;
- c. liability for performance of response actions other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Airport Property; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Airport Property.

72. Work Takeover. In the event EPA determines that Respondent has ceased implementation of any portion of the Work, is seriously or repeatedly deficient or late in its performance of the Work, or is implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. EPA will give Respondent ten (10) days prior written notice of its intent to exercise the rights under this Paragraph. Respondent may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondent shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

#### XXI. COVENANT NOT TO SUE BY RESPONDENT

73. Respondent covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors, subcontractors, or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Connecticut Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or Future Response Costs.

These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 71 (b), (c), and (e) - (g) of this Settlement Agreement, but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

74. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

## **XXII. OTHER CLAIMS**

75. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or emissions of Respondent. The United States or EPA shall not be deemed a party to any contract entered into by Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

76. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondent or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

77. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

## **XXIII. CONTRIBUTION**

78.a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondent has, as of the Effective Date, resolved its liability to the United States for the Work and Future Response Costs.

c. Nothing in this Settlement Agreement precludes the United States or Respondent from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

## **XXIV. INDEMNIFICATION**

79. Respondent shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes

of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including, but not limited to, attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondent, its officers, directors, employees, agents, contractors, subcontractors and any persons acting on its behalf or under its control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondent in carrying out activities pursuant to this Settlement Agreement. Neither Respondent nor any such contractor shall be considered an agent of the United States.

80. The United States shall give Respondent notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondent prior to settling such claim.

81. Respondent waives all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Airport Property, including, but not limited to, claims on account of construction delays. In addition, Respondent shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent and any person for performance of Work on or relating to the Airport Property, including, but not limited to, claims on account of construction delays.

## **XXV. INSURANCE**

82. At least seven (7) days prior to commencing any on-site removal activities under this Settlement Agreement, Respondent shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of \$1 million dollars, combined single limit, naming EPA as an additional insured. Within the same time period, Respondent shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondent shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondent shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondent in furtherance of this Settlement Agreement. If Respondent demonstrates by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondent need provide only that portion of the insurance described above that is not maintained by such contractor or subcontractor.

## XXVI. FINANCIAL ASSURANCE

83. Within thirty (30) days of the Effective Date, Respondent shall establish and maintain financial security for the benefit of EPA in the amount of six million dollars (\$6,000,000) in one or more of the following forms, in order to secure the full and final completion of Work by Respondent:

- a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;
- b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA;
- c. a trust fund administered by a trustee acceptable in all respects to EPA;
- d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;
- e. a written guarantee to pay for or perform the Work provided by one or more parent companies of Respondent; or by one or more unrelated companies that have a substantial business relationship with at least one of Respondent; including a demonstration that any such guarantor company satisfies the financial test requirements of 40 C.F.R. § 264.143(f);
- f. a demonstration of sufficient financial resources to pay for the Work, which shall consist of a demonstration that Respondent satisfies the requirements of 40 C.F.R. § 264.143(f); and/or
- g. a demonstration by Respondent that it satisfies the requirements described in Appendix C.

84. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondent shall, within thirty (30) days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 83, above. In addition, if at any time EPA notifies Respondent that the anticipated cost of completing the Work has increased, then, within thirty (30) days of such notification, Respondent shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondent's inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

85. If Respondent seeks to ensure completion of the Work through a guarantee pursuant to Subparagraph 83(e) or 83(f) of this Settlement Agreement, Respondent shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually,

on the anniversary of the Effective Date or such other date as agreed by EPA, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. § 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the dollar amount to be used in the relevant financial test calculations shall be the current cost estimate of six million dollars (\$6,000,000) for the Work at the Airport Property plus any other RCRA, CERCLA, TSCA, or other federal environmental obligations financially assured by the relevant Respondent or guarantor to EPA by means of passing a financial test.

86. If, after the Effective Date, Respondent can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 83 of this Section, Respondent may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondent shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondent may seek dispute resolution pursuant to Section XVI (Dispute Resolution). Respondent may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

87. Respondent may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondent may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

## **XXVII. MODIFICATIONS**

88. The OSC may make modifications to any plan or schedule or the Statement of Work in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date, the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

89. If Respondent seeks permission to deviate from any approved work plan or schedule or the Statement of Work, Respondent's Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondent may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 88 of this Settlement Agreement.

90. No informal advice, guidance, suggestion, or comment by the OSC or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

## **XXVIII. ADDITIONAL REMOVAL ACTION**

91. If EPA determines that additional removal actions of Raymark Waste on the Airport Property not included in an approved plan are necessary to protect public health, welfare, or the environment, EPA will notify Respondent of that determination. Unless otherwise stated by EPA, within 30 days of receipt of notice from EPA that such additional removal actions are necessary to protect public health, welfare, or the environment, Respondent shall submit for approval by EPA a Work Plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement Agreement. Upon EPA's approval of the plan pursuant to Section VIII, Respondent shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the OSC's authority to make oral modifications to any plan or schedule pursuant to Section XXVII (Modifications).

## **XXIX. NOTICE OF COMPLETION OF WORK**

92. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, without limitation, post-removal site controls, payment of Future Response Costs, and record retention, EPA will provide written notice to Respondent. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate in order to correct such deficiencies. Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

## **XXX. INTEGRATION/APPENDICES**

93. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

- Appendix A – Figure of the Airport Property
- Appendix B – Statement of Work
- Appendix C – Municipal Financial Requirements

## **XXXI. EFFECTIVE DATE**

94. This Settlement Agreement shall be effective five (5) business days after the date that all of the following events have occurred: (i) this Settlement Agreement is signed by the Director of the

Office of Site Remediation & Restoration for Region I; (ii) the permits and approvals listed below are final and effective; and (iii) the FAA issues a federal fiscal year 2014 grant to the State of Connecticut to fund the first phase of Respondent's Project, which includes environmental remediation, road relocation, and runway safety area grading.

The permits and approvals referenced in subparagraph (ii) immediately above consist of the following:

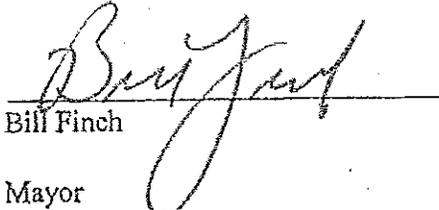
- a. U.S. Army Corps of Engineers Clean Water Act Section 404 permit;
- b. CTDEEP Office of Long Island Sound Programs (OLISP) structures and dredging/tidal wetland permit;
- c. CTDEEP Clean Water Act Section 401 water quality certification;
- d. CTDEEP Inland Water Resources Division flood management certification (with exemption request);
- e. CTDEEP stormwater associated with construction activities permit; and
- f. CT DEEP emergency or temporary discharge authorization.

The undersigned representative of Respondent certifies that the representative is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 25 day of June, 2013.

For THE CITY OF BRIDGEPORT, CONNECTICUT

By

  
Bill Finch

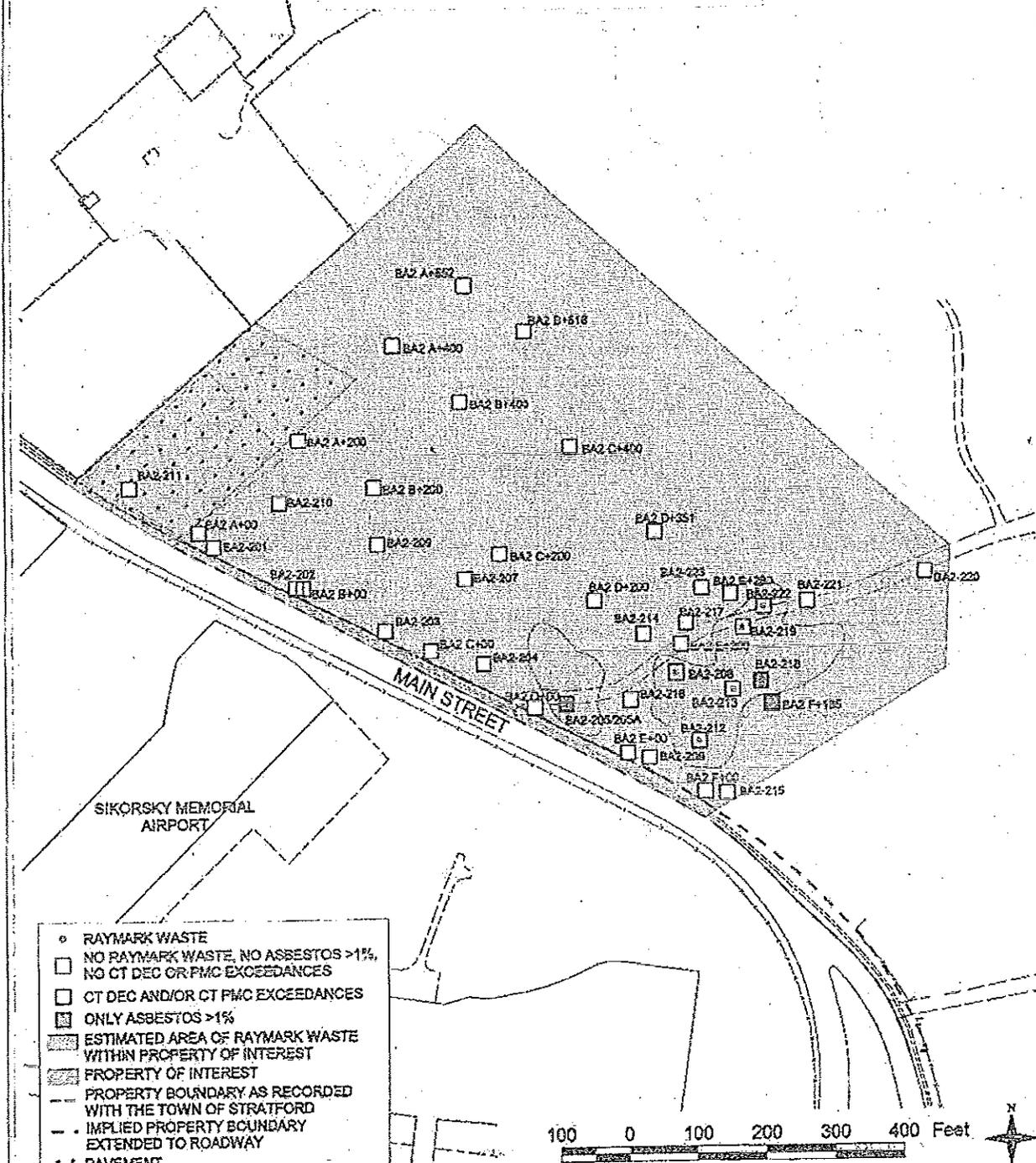
Its: Mayor

It is so ORDERED and Agreed this 26 day of June, 2013.

BY: [Signature] DATE: 6/26/13  
James T. Owens, III, Director  
Office of Site Remediation and Restoration,  
New England  
U.S. Environmental Protection Agency

APPENDIX A  
FIGURE OF AIRPORT PROPERTY

# AIRPORT PROPERTY NORTH OF MARINE BASIN



- RAYMARK WASTE
- NO RAYMARK WASTE, NO ASBESTOS >1%, NO CT DEC OR P/MC EXCEEDANCES
- CT DEC AND/OR CT P/MC EXCEEDANCES
- ONLY ASBESTOS >1%
- ▨ ESTIMATED AREA OF RAYMARK WASTE WITHIN PROPERTY OF INTEREST
- ▩ PROPERTY OF INTEREST
- - - PROPERTY BOUNDARY AS RECORDED WITH THE TOWN OF STRATFORD
- - - IMPLIED PROPERTY BOUNDARY EXTENDED TO ROADWAY
- PAVEMENT

**NOTES:**

- 1) PLAN NOT TO BE USED FOR DESIGN
- 2) ALL LOCATIONS TO BE CONSIDERED APPROXIMATE
- 3) PROPERTY BOUNDARIES ARE APPROXIMATE BASED ON TOWN OF STRATFORD ENGINEERING DEPARTMENT PLANS
- 4) DUE TO UNCERTAINTIES OF PROPERTY BOUNDARIES DURING THE SAMPLING PROCESS, SAMPLES LOCATED ADJACENT TO THE PROPERTY ARE UNDERSTOOD TO BE ON THE PROPERTY
- 5) CT GREAT EXPOSURE CRITERIA (GT DEC) FOR INDUSTRIAL/COMMERCIAL SOILS AND CT POLLUTANT MOBILITY CRITERIA (CT P/MC) USED TO DETERMINE EXCEEDANCES.



SOIL SAMPLE LOCATIONS		FIGURE 3-22	
RAYMARK - CUS		<b>TETRA TECH NUS, INC.</b>	
STRATFORD, CONNECTICUT			
DRAWN BY: L. BYCIENTE	DATE: APRIL 27, 2024	35 JONSPH ROAD	WILMINGTON, MA 01827
CHECKED BY: D. CHESLEY	FILE: D_1008_R_2023.APR	(781) 588-7230	

APPENDIX B  
STATEMENT OF WORK

## APPENDIX C

### PERFORMANCE GUARANTEE FINANCIAL TEST DEMONSTRATION FOR A LOCAL GOVERNMENT OR POLITICAL SUBDIVISION

Respondent shall establish financial assurance for its performance obligations under the Settlement Agreement in accordance with the following criteria:

1. Respondent shall maintain a rating of BBB or better, as issued by Standard and Poor's, or Baa, or better, as issued by Moody's, on all general obligation bonds not otherwise secured by insurance, a letter or credit, or other collateral or guarantee. If Respondent's bond rating falls below such minimums, Respondent shall comply with the financial ratios set out in 40 C.F.R. § 258.74(f)(1)(i)(B).
2. The Respondent's financial statements shall be prepared in conformity with Generally Accepted Accounting Principles for governments and be audited by an independent certified public accountant.
3. The Respondent shall meet the following additional criteria:
  - a. It shall not be in default on any outstanding general obligation bonds;
  - b. It shall not have operated at a deficit of five percent (5%) or more of total annual revenue in each of the past two fiscal years.
  - c. It shall not have received from the independent certified public accountant auditing its financial statement an adverse opinion, disclaimer of opinion, or other qualified opinion that materially impairs its financial assurance for its performance obligation under the Settlement Agreement;
  - d. The dollar value of the financial obligations under the Settlement Agreement for which it provides financial assurance shall not exceed forty-three percent (43%) of Respondent's total annual revenue.
4. Within 90 days following the close of each fiscal year, the Respondent shall provide a letter to the EPA OSC, with a copy to the EPA Enforcement Coordinator and CTDEEP, from a responsible financial officer of Respondent certifying that the Respondent continues to comply with each of the criteria in Paragraphs 1-3 above, with respect to Respondent's most recent bond rating, financial statements, and audit opinion.

APPENDIX B  
STATEMENT OF WORK  
AIRPORT PROPERTY PORTION OF THE  
RAYMARK INDUSTRIES, INC. SUPERFUND SITE  
STRATFORD, CONNECTICUT

Pursuant to

Administrative Settlement Agreement and Order on Consent

CERCLA Docket No. 01-2013-0011

## I. INTRODUCTION

This Statement of Work ("SOW") identifies the components of the work required pursuant to an *Administrative Settlement Agreement and Order on Consent For Removal Action* ("Settlement Agreement") (CERCLA Docket No. 01-2013-0011) for the Airport Property, as defined in the Settlement Agreement. Under this SOW, Respondent shall prepare and submit to the U.S. Environmental Protection Agency – Region I ("EPA") for approval the items identified below. The removal action conducted under this Settlement Agreement and SOW shall abate the potential danger to public health or welfare or the environment that may otherwise result from the actual or threatened release of Raymark Waste at or from the Airport Property. Unless otherwise expressly provided in this SOW, terms used in this SOW that are defined in the Settlement Agreement shall have the meaning assigned to them in the Settlement Agreement.

### General Requirements

- 1) The On-Scene Coordinator ("OSC") shall be the primary contact for communications between EPA and Respondent related to the implementation of the SOW. Respondent shall communicate freely with the OSC prior to and during the development of plans and deliverables, and routinely throughout the implementation of the Work. Open and routine communication will result in the most effective, safe, and efficient cleanup. If deliverables are required, draft documents may be submitted for consideration prior to the due date and submission of the final documents.
- 2) Respondent shall perform and complete all activities in accordance with the CERCLA, the NCP, applicable guidance documents provided by EPA, and the provisions of this Settlement Agreement, including any standards, specifications, and time schedules contained in the SOW, specified by the OSC, or contained within EPA-approved plans.
- 3) In conducting all activities under this Settlement Agreement, Respondent shall comply with Section 300.150 of the NCP (40 C.F.R. 300.150), which references the standards promulgated by the Occupational Safety and Health Administration (Hazardous Waste Operations and Emergency Response, 29 C.F.R. 1910.120), including the development and implementation of a Health and Safety Plan.
- 4) Unless otherwise specifically indicated, each required deliverable generated pursuant to the specific requirements below must be approved by the OSC prior to implementation and performed in accordance with that approval. The OSC may provide partial or conditional approvals as needed.
- 5) By telephone or otherwise, Respondent shall inform EPA no less than three (3) business days prior to starting disposal activities. (In the event of an emergency, Respondent shall immediately take all appropriate action as required by Paragraphs 47 and 48 of the Settlement Agreement.)

- 6) Notwithstanding any other specifically required document submissions to EPA, Respondent shall submit to EPA a report every two weeks detailing Airport Property activities relating to this Settlement Agreement; problems encountered; scheduling, other important issues, and activities anticipated in the two weeks to follow. Respondent shall also participate in a weekly conference call with the OSC to discuss past and planned activities, forthcoming decisions, and future communications.
- 7) The OSC may require the Respondent to alter or expand upon plans after approval, based on new information, changed Site conditions, or subsequently identified deficiencies.

## II. WORK TASKS

### 1) Respondent shall submit Cleanup Contractor and Project Coordinator information to EPA for review and approval.

Within seven (7) days of CTDOT engaging an environmental service contractor, Respondent shall submit to EPA the name, address, telephone number, and qualifications of such environmental service contractor(s) designated to perform the Work required by the Settlement Agreement and SOW in accordance with all of its terms and conditions (the "Cleanup Contractor"). Respondent shall notify EPA of the name, address, telephone number and qualifications of any other contractor(s) or subcontractor(s) to be used at the Airport Property within seven (7) days in advance of their performance of any work under this Settlement Agreement.

Within seven (7) days of the Effective Date of this Settlement Agreement, Respondent shall also designate a Project Coordinator, who shall be responsible for administration of all of Respondent's actions called for by this Settlement Agreement and SOW, and shall submit the Project Coordinator's name, address, telephone number and qualifications to EPA. EPA will deem the Project Coordinator's receipt of any notice or communication from EPA relating to this Settlement Agreement and SOW as receipt by Respondent.

### 1) Within thirty (30) days of commencing activities at the Airport Property:

#### a. Respondent shall post security signs and secure the Airport Property.

Respondent shall post signs to alert visitors of the activities being performed at the Airport Property. At a minimum, Respondent shall post "Hazardous Substances Present" warning signs at the perimeter of the work area.

Respondent shall take necessary precautions to prevent unauthorized access into the work area where excavations are being conducted during the course of the removal action, including but not limited to, the placement and maintenance of fencing and replacement

of any missing or illegible signs. If, in the judgment of the OSC, these precautions are not preventing unauthorized access to the work area, the OSC may require that the Respondent provide 24-hour security until the active phase of the Work is complete.

b. Community Relations Support Plan

Respondent shall submit a Community Relations Support Plan to EPA for review and approval. Such a Plan shall identify how Respondent shall support EPA's efforts relative to the existing EPA Community Relations Plan, including interacting with, and conveying information to, residents and businesses abutting or adjacent to the Airport Property, government officials, and the general community.

3) Raymark Waste Delineation Report

Respondent has developed and EPA has approved a Raymark Waste Delineation Work Plan (Revision 5 dated October 16, 2012) for characterizing the soil at the Airport Property. Field work, in accordance with the approved Delineation Work Plan, has begun but additional field work is needed. Within thirty (30) days of the completion of the remaining field work, Respondent shall submit a Raymark Waste Delineation Report to EPA, for EPA review and approval, that summarizes the results of field work performed to characterize the Airport Property.

4) Within thirty (30) days of the later of (i) receipt of EPA's approval of the Raymark Waste Delineation Report or (ii) the Effective Date of the AOC, Respondent shall submit to EPA a draft Raymark Waste Removal Work Plan ("Work Plan") for removal activities for EPA review and approval.

4.a. The Work Plan shall contain, at a minimum, a description of and a proposed schedule for implementation of the Work and shall describe, at a minimum, how Respondent will perform the following:

- 1) identify and characterize hazardous substances necessary for removal, as required by all applicable or relevant and appropriate requirements ("ARARs");
- 2) identify and characterize waste streams and develop waste disposal profiles;
- 3) excavate soils on the Airport Property contaminated with Raymark Waste;
- 4) describe the monitoring, engineering controls, and other actions to be employed that will demonstrate that adjacent properties will not be exposed to contaminants present at the Site as a result of implementing the Work. Air monitoring to address the potential off-site migration of airborne contaminants must be specifically addressed in the Work Plan, the Health and Safety Plan (described below), or in a separate, stand-alone plan;

5) provide transportation and disposal of the hazardous substances identified for removal, including but not limited to, PCB-, lead-, and asbestos-contaminated soils, to EPA-approved off-site disposal and recycling facilities permitted to accept the waste;

6) describe any pretreatment or stabilization of soils planned prior to disposal of Raymark waste;

7) prepare an ARARs Implementation Plan that describes how the Respondent will consider and implement ARARs, to the extent practicable, during excavation and off-Site disposal of Raymark Waste; and

8) repair response-related damage, including stabilization of disturbed areas and restoration of any impacted wetlands or streams.

4.b. The Work Plan shall describe the requirements for a Site-Specific Health and Safety Plan to be prepared by the Cleanup Contractor and shall include a provision that such Plan shall be submitted to EPA for review and comment within thirty (30) days of the Cleanup Contractor being engaged to perform the Work. Respondent shall require that all persons performing Work at the Site in connection with this Settlement Agreement comply with the requirements of the Health and Safety Plan.

The Health and Safety Plan shall, at a minimum:

1) Designate an on-site Health and Safety Supervisor, define his/her role and authority, and list any other critical personnel (including the alternate supervisor) who will assist the supervisor.

2) Characterize the safety and health risk or hazard analysis for each of the tasks and/or operations associated with the Work.

3) Specify the personnel training requirements necessary to comply with tasks and/or operations associated with the Work.

4) Specify appropriate levels of personal protective equipment that shall be worn to conduct the tasks and/or operations associated with the Work.

5) Specify medical surveillance requirements. Based upon the anticipated season when work will be performed and the required level of personnel protective equipment, the potential site-specific health hazards including physical stress due to temperature shall be included.

6) Specify the frequency and types of air and personnel monitoring. Identify the environmental sampling methods and the monitoring instrumentation to be used

(e.g., personal air sampling devices with filter cassettes).

7) Specify site control measures. The Health and Safety Plan shall include a site map with initial delineation of work zones (as zones change, the map shall be amended and resubmitted) as well as how the work zones will be cordoned off. Include the means by which all employees will be notified in an emergency, and location and identification of the nearest medical assistance.

8) Describe decontamination procedures for personnel, equipment and machinery that will be used to conduct the tasks and/or operations associated with the Work.

9) Include an Emergency Response Plan. The Emergency Response Plan shall describe the appropriate response to various contingencies that may reasonably be anticipated to arise during the course of implementing the work required under this Settlement Agreement. The Emergency Response Plan shall also include a list of emergency phone numbers and a map, which identifies the location and the route to the nearest hospital that will accept injured personnel.

10) Describe precautions to be taken to ensure the safety of local residents. The precautions shall include, but not be limited to, conducting air monitoring and implementing procedures to minimize migration of contaminants while conducting cleanup operations, e.g., wetting down ground surfaces to prevent fugitive dust emissions.

11) Describe spill containment program/procedures.

4.c The Work Plan shall include a Quality Assurance Project Plan

The Respondent shall submit to EPA for approval a Quality Assurance Project Plan ("QAPP") for the purpose of assuring that all analytical results generated during the Work are of known quality and consistent with the requirements of Paragraph 31 of the Settlement Agreement

5) Upon receipt of EPA approval of the Work Plan, Respondent shall perform the removal activities in accordance with the EPA-approved Work Plan and its schedule.

Respondent shall complete all required contaminant removal actions described in the EPA-approved Work Plan. Respondent shall transport all excavated waste materials for off-site disposal in accordance with the EPA Off-Site Rule, 40 CFR 300.440.

6) Respondent shall submit a Final Report to EPA for review and approval within 90 days after completion of all Work required by the Settlement Agreement.

The Final Report shall meet the requirements of Paragraph 34 of the Settlement Agreement and shall include:

- 1) a brief chronology of all Work;
- 2) an assessment of how the cleanup goals described in the Work Plan were met, including any approved deviations;
- 3) a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement;
- 4) appropriate photographs (prior to Work initiation, during various stages of Work progression, and at the completion of all Work);
- 5) a presentation of the analytical results of all sampling and analytical analyses performed, and all accompanying data and analyses;
- 6) a listing of quantities and types of materials removed off-site or handled on-site;
- 7) all hazardous waste manifests/bills of lading (legible), signed by the appropriate personnel (generator and disposal facility for manifests, generator for bills of lading) and any other applicable disposal documents and a listing of the ultimate destination(s) and disposal methods;
- 8) all relevant documentation generated during the removal action (e.g. manifests, invoices, contracts, permits);
- 9) the following certification, signed by a person who supervised or directed the preparation of the report:

"Under penalty of law, I certify to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

[END OF STATEMENT OF WORK.]



Connecticut Department of  
Energy & Environmental Protection  
Bureau of Water Protection & Land Reuse  
Office of Long Island Sound Programs

## ATTACHMENT N: U.S. ARMY CORPS OF ENGINEERS DEEP PERMIT CONSULTATION FORM

To the applicant: Prior to the submission of your permit application to the Connecticut Department of Energy and Environmental Protection - Office of Long Island Sound Programs (DEEP- OLISP), please complete Part I and submit this form to the U.S. Army Corps of Engineers (USACE), Regulatory Division, Attn: Diane M. Ray, 696 Virginia Road, Concord, MA 01742, with a location map of your site and project plans. Once they return the completed form to you, please submit it along with your permit application to the DEEP.

### Part I: Applicant Information

To be completed by applicant.

#### 1. List applicant information:

Name: Connecticut Department of Transportation  
Mailing Address: P.O. Box 317546, 2800 Berlin Turnpike  
City/Town: Newington State: CT Zip Code: 06131-7546  
Business Phone: 860-594-2931 ext. \_\_\_\_\_ Fax: 860-595-3028  
Contact Person: Mark Alexander Title: Assistant Director  
E-mail: Mark.W.Alexander@ct.gov

#### 2. List engineer, surveyor or agent information:

Name: URS Corporation  
Mailing Address: 500 Enterprise Drive  
City/Town: Rocky Hill State: CT Zip Code: 06067  
Business Phone: 860-529-8882 ext. \_\_\_\_\_ Fax: 860-529-3991  
Contact Person: Fraser Walsh, P.E. Title: Project Manager  
E-mail: Fraser.Walsh@urs.com  
Service provided: Engineering Design

#### 3. Site location:

Name of site: Igor I. Sikorsky Memorial Airport  
Street Address or Location Description: 1000 Great Meadow Drive  
City/Town: Stratford State: CT Zip Code: 06615  
Tax Assessor's Reference: Map 50.04 Block 3 Lot 1

4. Are plans attached?  Yes  No If yes, provide date of plans: February 2013

Part I: Applicant Information (continued)

5. Provide or attach a brief, but thorough description of the project:  
See attached project description

Part II: To be Completed by US Army Corps of Engineers

This consultation form is required to be submitted as part of an application for a Structures, Dredging & Fill permit (section 22a-361 CGS) and/or Tidal Wetlands permit (section 22a-32 CGS) to the DEEP-OLISP. The application has not yet been submitted to the DEEP. Please review the enclosed materials with regard to the U.S. Army Corp of Engineers review process pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act; and provide any comments or recommendations you may have with regard to this proposal. Please call DEEP-OLISP at 860-424-3034 to speak with the analyst assigned to the town in which the work is proposed if you have any questions. Please return the completed form to the applicant.

COMMENTS/RECOMMENDATIONS:

*see attached*

USACE Application number: # NAE-2013-01089

  
Signature of Project Manager

July 3, 2013  
Date

SUSAN K. LEE  
Printed Name of Project Manager

## Sikorsky Airport Safety Improvements and Realignment of Route 113

Corps comments for Attachment N Consultation Form (Corps file # NAE-2013-01089)

1. General Comment: This project will require an Individual Permit review from the Corps.

2. Comment on Part I, 5. – Project Description and plan information

a. Road relocation and EMAS construction - Only (1) one drawing sheet (Figure 3 Drainage Details - 3) was included in the FIGURES attachment figures. Plan information needs to include an overall plan sheet that clearly shows project limits and all regulated resource boundaries. Plan information needs to include all appropriate drawings where work will occur within or in proximity to wetlands/waters so that it is clear where construction activities will occur relative to federal jurisdictional limits. Federal jurisdictional limits/areas are: delineated tidal and inland wetlands areas, HTL limit, watercourse boundaries (MHW for tidal water body, OHW for non-tidal water body).

b. No drawings are provided, except for Figure 3 (DRAINAGE DETAILS), that show the limits of the other items of on airport improvement construction/work (as described in bullets on page 1). If any of the other items of construction are in proximity to wetlands/water resources, please provide appropriate overall plan showing all proposed improvements and appropriate drawing/plan sheets that show the limits of airport improvement construction activities so it is clear that no regulated areas are impacted by other airport proper safety improvements in addition to the resource impacts from the RSA/EMAS/road relocation improvements.

c. Figure 4 depicts the Raymark waste site as a bubble. The Raymark remediation project activities are acknowledged as a CERCLA response project. The Corps acknowledges that there will be work and discharges in federally regulated areas in association with the CERCLA project. No application for section 10 or 404 is required for activities in federally regulated areas associated with the CERCLA remediation project.

Plans for the EMAS/relocate Route 113 project; however, should clearly indicate those activities in wetlands/waters that are associated with the CERCLA activities if in proximity to the airport improvements activities.

d. Table 1 on page 4 – line items identified as 'Pavement' and 'Upland of CJL/HTL' under heading 'Land Capable of Supporting Tidal Wetland Areas': if upland of HTL and not a delineated vegetated wetland, then perhaps not regulated area (we can discuss).

e. The application information should include description of and appropriate plans showing all mitigation activities that will occur in federally regulated wetlands/waters areas. The Corps notes that it has received the 'Mitigation Plan' information. ACOE review of the Plan is in progress.



Connecticut Department of Energy & Environmental Protection

Certification of Notice Form - Notice of Application

DEEP USE ONLY
Division
Application No.

I, Mark W. Alexander, certify that (Name of Applicant)

the attached notice represents a true copy of the notice that appeared in Connecticut Post (Name of Newspaper)

on May 22, 2013 (Date)

I also certify that I have provided a copy of said notice to the chief elected municipal official listed below as required by section 22a-6g CGS.

Form with fields for Name of Official (Honorable John A. Harkins), Title of Official (Mayor), Address (2725 Main Street), City/Town (Stratford), State (CT), Zip Code (06615), Signature of Applicant (Mark W. Alexander), Date (6-21-2013), Name of Applicant (Mark W. Alexander), Title (Assistant Planning Director)



## PUBLIC NOTICES

### NOTICE OF PERMIT APPLICATION TOWN OF STRATFORD

Notice is hereby given that the State of Connecticut Department of Transportation ("the applicant") of 2800 Berlin Turnpike, Newington, CT 06131-7546, has submitted to the Department of Energy and Environmental Protection an application under section 22a-32 for a permit to conduct regulated activities in tidal wetlands; section 22a-361 to conduct work in tidal coastal or navigable waters of the state; and 33 U.S.C. 1341 (401 Water Quality Certificate) to conduct an activity which may result in a discharge to certain waters of the state.

The proposed activity will take place at Igor I. Sikorsky Memorial Airport in Stratford, CT. Specifically, the applicant proposes to undertake State Project No. 15-336, which involves construction of improvements to the Runway Safety Area (RSA) of Runway 24, relocation of a section of Main Street (State Route 113) to accommodate the RSA improvements, construction of an Engineered Materials Arresting System (EMAS) to replace the existing blast fence at the end of Runway 24, and rehabilitation of existing Runway 6-24. The proposed activity will potentially affect approximately 1.72 acres of tidal wetlands, 1.15 acres of land capable of supporting tidal vegetation, and approximately 17.4 acres of disturbance below the Coastal Jurisdiction Line (which is 5.9 feet NGVD29 & 4.8 NAVD 88 for the site).

Interested persons may obtain copies of the application from Mr. Mark Alexander, Transportation Assistant Planning Director, Connecticut Department of Transportation, 2800 Berlin Turnpike, PO Box 317546, Newington, CT 06131-7546, telephone 860-594-2931.

This application is available for inspection at the Department of Energy and Environmental Protection, Office of Long Island Sound Programs, 79 Elm Street, Hartford, CT 06106-5127, telephone 860-424-3034, from 8:30 am to 4:30 pm Monday through Friday.

State Project #15-336  
Runway Safety Area Improvements – Igor I. Sikorsky Memorial Airport  
Permit Application for Programs Administered by the CTDEEP Office of Long Island  
Sound Programs (OLISP)

**Part III:**

**1. Describe the proposed regulated work and activities in a detailed narrative, including the number and dimensions of structures.**

**Impact Summary**

All project activities will be conducted on airport and CTDOT properties. Total temporary and permanent impacts to water resources are estimated to be approximately 1.72 acres of tidal wetlands, 1.15 acres of land capable of supporting tidal vegetation, and approximately 17.4 acres of disturbance below the Coastal Jurisdiction Line (CJL) or High Tide Line (HTL), (which is 5.9 feet NGVD29 & 4.8 NAVD 88 for the site). The majority of these vegetated tidal wetland areas are of low quality and are currently maintained as mowed lawn areas, or are dominated by invasive common reed (*Phragmites australis*). However, some higher value tidal wetlands will also be impacted. For a summary of anticipated impacts to tidal wetlands and other jurisdictional resources at the site see Table 1 below.

Impact quantities in square feet and acres are listed in Table 2 below and detailed descriptions of impacts to each tidal wetland follow. The total permanent tidal wetland area impacts are 1.44 acres. A total of 0.28 acres of temporary tidal wetland impacts are also anticipated. Approximately 0.48 acres of the 1.44 permanent impact area will be to tidal wetlands dominated by common reed, and thus are of low value. Also, approximately 0.26 acres of the 1.44 acres of permanent impact will occur to tidal wetlands dominated by cool season grasses (i.e., maintained lawn area in fill soils with minimal tidal influence and therefore low value). In total, 0.74 acres of the 1.44 acres of permanent impact to tidal wetlands are to low value tidal wetlands.

The following text describes in detail each tidal wetland impact area associated with the proposed BDR runway safety area project. The type and purpose of work for each tidal wetland impact area is also included in this section.

There are six tidal wetland areas that will be disturbed by the runway safety improvement activities as described below. Permanent and temporary impacts to tidal wetland resources are anticipated at Wetlands A and D; permanent impacts only are

anticipated at Wetlands B and C; and temporary impacts only are anticipated at Wetland S. See Table 2 for temporary and permanent impact areas for each tidal wetland.

**Table 1: Sikorsky Runway Safety Area Project Water Resource Impacts.**

Impact Areas	Temporary Impacts (acres)	Permanent Impacts (acres)	Total Impacts (acres)
<b>Coastal Jurisdiction Line /High Tide Line Areas (TW up to elev. 5.9)</b>			
Pavement	0.56	2.55	3.11
Upland of Tidal Vegetation Line	6.0	8.28	14.29
<i>Subtotal</i>	<i>6.56</i>	<i>10.83</i>	<i>17.4</i>
<b>Tidal Wetland (TW) Areas</b>			
Tidal Vegetated Wetlands	0.25	1.34	1.59
Tidal Open Water	0.03	0.09	0.12
Tidal Riprap Shore	0.0	0.01	0.01
<i>Subtotal</i>	<i>0.28</i>	<i>1.44</i>	<i>1.72</i>
<b>Land Capable of Supporting Tidal Wetland Line Areas (elev. 5.9 to 6.9)</b>			
Upland of CJL/HTL Line	0.05	1.1	1.15
<b>Grand Total</b>	<b>6.89</b>	<b>13.37</b>	<b>20.26</b>

Note: Impacts include runway and roadway work

### Detailed Wetland Impact Descriptions

The following text describes the type and purpose of work in each tidal wetland impact area. Table 3 provides detailed information on the volume of proposed fill material within each tidal wetland impact area by material type. See Plates TV-1, TV-2, and TV-3 in Attachment I for the locations of all tidal wetland impact areas.

#### Impact Area A-1

Impact Area A-1 is depicted on Plate TV-1, PRO 42, PRO 43 and PRO 45 in Attachment I and consists of permanent impacts to tidal wetlands. Work within Impact Area A-1 will consist of 0.43 acres of permanent impacts to tidal vegetation due to the excavation necessary to construct the tidal channel, excavation for construction of the maintenance path for the tidal channel, construction of a proposed drainage system, stormwater outfall, construction of the proposed cross culvert and headwall under the realigned roadway, construction of the proposed roadway and construction of the proposed shared use bike path. Additional work includes excavation for the placement of all

underground utilities, which will be located within the footprint of the proposed roadway, and excavation for the removal of all existing underground utilities.

The northern end of Impact Area A-1 is maintained by BDR through mowing and is dominated by cool-season grasses such as Kentucky bluegrass (*Poa pratensis*) and tall fescue (*Schedonorus arundinacues*), with scattered clumps of switchgrass (*Panicum virgatum*) and seaside goldenrod (*Solidago sempervirens*). Its lower fringes also have scattered individuals of marsh elder (*Iva frutescens*). The southern portion of Impact Area A-1 is dominated by common reed, with smaller clumps of seaside goldenrod, black grass, and marsh elder. A portion of open water and its banks associated with the existing tidal channel will also be impacted by the proposed activities in Impact Area A-1. As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-2

Impact Area A-2 is depicted on Plate TV-1, PRO 43 and PRO 45 in Attachment I and consists of 0.132 acres of temporary impacts to tidal wetlands. Work within Impact Area A-2 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for roadway construction, construction of a proposed drainage system stormwater outfall, construction of the proposed shared use bike path, utility installation, new tidal channel construction, soil remediation, and cross-culvert and headwall installation. Vegetation in Impact Area A-2 is dominated by common reed, with smaller clumps of seaside goldenrod, black grass, and marsh elder. This temporary impact area will be ~~re-graded~~ restored to existing elevations after construction activities have been completed, with a layer of ~~standard topsoil~~ organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 – Mitigation Checklist), and seeded with the ~~Shoreline Conservation~~ Seed Mixture (see specification in Attachment M9 - Mitigation Checklist). As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-3

Impact Area A-3 is depicted on Plate TV-1 and PRO-45 in Attachment I and consists of 0.01 acres of temporary impacts to tidal wetlands. Work within Impact Area A-3 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for construction of the new tidal channel. Vegetation in

Impact Area A-3 is dominated by common reed. This temporary impact area will be re-~~graded~~stored to existing elevations after construction activities have been completed, with a layer of organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 – Mitigation Checklist)~~standard topsoil~~, and seeded with the Shoreline–Conservation Seed Mixture (see specification in Attachment M9 – Mitigation Checklist). As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-4

Impact Area A-4 is depicted on Plate TV-1 and PRO-45 in Attachment I and consists of 0.056 acres of permanent impacts to tidal wetlands. Work within Impact Area A-4 will consist of permanent impacts to tidal vegetation due to the excavation necessary to construct the tidal channel, excavation for construction of the maintenance path for the tidal channel, and installation of rounded stone rip rap in the bottom of the channel. Vegetation in Impact Area A-4 is dominated by common reed. As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-5

Impact Area A-5 is depicted on Plate TV-1 and PRO-45 in Attachment I and consists of 0.005 acres of temporary impacts to tidal wetlands. Work within Impact Area A-5 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for construction of the new tidal channel. Vegetation in Impact Area A-5 is dominated by common reed. This temporary impact area will be re-~~graded~~stored to existing elevations after construction activities have been completed, with a layer of organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 – Mitigation Checklist)~~standard topsoil~~, and seeded with the Shoreline–Conservation Seed Mixture (see specification in Attachment M9 – Mitigation Checklist). As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-6

Impact Area A-6 is depicted on Plate TV-1 and PRO-46 in Attachment I and consists of 0.118 acres of permanent impacts to tidal wetlands. Work within Impact Area A-6 will consist of permanent impacts to tidal vegetation due to the excavation necessary to construct the tidal channel, excavation for construction of the maintenance path for the tidal channel, and installation of rounded stone rip rap in the bottom of the channel. The eastern portion of this impact area consists of the connection point of the proposed new tidal channel to the Marine Basin. Impact Area A-6 is dominated by cool-season grasses such as Kentucky bluegrass (*Poa pratensis*) and tall fescue (*Schedonorus arundinacues*), with scattered clumps of switchgrass (*Panicum virgatum*), and seaside goldenrod (*Solidago sempervirens*). The eastern portion of Impact Area A-6 is located along the fringe of the Marine Basin, and a small shelf saltmarsh cordgrass (*Spartina alterniflora*) (approximately 129 sf) will be permanently impacted. However, the proposed new tidal channel will provide a greater area for re-colonization by spartina, offsetting this impact.

As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-7

Impact Area A-7 is depicted on Plate TV-1 and PRO-46 in Attachment I and consists of 0.05 acres of temporary impacts to tidal wetlands. Work within Impact Area A-7 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for construction of the new tidal channel. Work will also include small areas of temporary disturbance within the Marine Basin at the point where the proposed new tidal channel connects to the Marine Basin, for equipment access. The vegetation in Impact Area A-7 is the same as vegetation with Impact Area A-6 above. A small shelf of saltmarsh cordgrass (approximately 180 sf) will also be temporarily impacted in the Marine Basin. This temporary impact area will be restored to meet existing grades within the non-open water areas after construction activities have been completed, with a layer of organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 – Mitigation Checklist) standard topsoil, and seeded with the Shoreline Conservation Seed Mixture (see specification in Attachment M9 - Mitigation Checklist). Spartina plugs will also be provided in this area between an elevation of 0.0 and the MHW elevation. Within the open water area of temporary impact (below MLW), the Marine Basin bottom will be restored to meet existing grades; no topsoil or plantings will be provided, as it is anticipated that this area will re-colonize over time with sub-tidal species. As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline

stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area A-8

Impact Area A-8 is depicted on Plate TV-1 and PRO-60 in Attachment I and consists of 0.079 acres of temporary impacts to tidal wetlands. Work within Impact Area A-8 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for removal of the existing driveway culvert, excavation and removal of an existing, non-functioning driveway culvert, and hand removal of a thin layer of fill material from existing tidal wetlands on either side of the existing driveway. The vegetation in Impact Area A-8 along the side of the driveway and on the channel bank is dominated by black grass and common reed. The majority of the wetland impact is within open water and existing non-vegetated driveway area.

As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions. The small vegetated areas to be impacted by the culvert removal and channel bank re-grading will likely re-establish with tidal vegetation in the post-condition due to the low elevations of these areas (see Plate PRO-60). A layer of organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 – Mitigation Checklist) will be placed in the channel and seeded with the Conservation Seed Mixture (see specification in Attachment M9 - Mitigation Checklist). The hand-raking within the existing vegetated tidal wetlands to either side of the driveway will not impact the tidal vegetation – the intent of this work is to rake out driveway material that has “spilled over” into the adjacent wetlands during previous driveway maintenance grading. This raking will not remove or disturb the existing vegetation or soil, just “uncover” it so it will function again.

#### Impact Area B-1

Impact Area B-1 is depicted on Plate TV-1 and 42 in Attachment I and consists of 0.049 acres of permanent impacts to tidal wetlands. Work within Impact Area B-1 will consist of permanent impacts to tidal vegetation due to construction of the new tidal channel on the south side of the proposed realignment of Route 113, construction of the proposed roadway, installation of three new 22"x36" RCP Arch stormwater pipes and an endwall (see Plate PRO-42 in Attachment I), removal of the existing roadway embankment, and excavation for the removal of existing underground utilities. The vegetation within Impact Area B-1 is dominated by common reed and sparse areas of

black grass. A small area of open water will also be impacted by the proposed activities in Impact Area B-1.

Wetland B supports sub-populations of the state-endangered salt pond grass (*Leptochloa fusca* spp. *Fascicularis*) and the state species of special concern orache (*Atriplex glabriuscula*), however these sub-populations are not located within Impact Area B-1, and will not be impacted. As shown in Table 2, the following principal functions will be impacted: floodflow alteration and wildlife habitat. Secondary functions of sediment/toxicant retention and endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area B-2

Impact Area B-2 is depicted on Plate TV-1, PRO-42 and PRO-44 in Attachment I and consists of 0.301 acres of permanent impacts to tidal wetlands. Work within Impact Area B-2 will consist of permanent impacts to tidal vegetation due to construction of the new tidal channel on the south side of the proposed realignment of Route 113, construction of the proposed cross culvert under the roadway, construction of the proposed roadway, removal of the existing roadway embankment, installation of a new security fence, and excavation for the removal of existing underground utilities. The vegetation within Impact Area B-2 is dominated by common reed, with smaller-remnant areas of smooth cordgrass close to the ditch and saltmeadow cordgrass (*Spartina patens*) further from the ditch. As shown in Table 2, the following principal functions will be impacted: floodflow alteration and wildlife habitat. Secondary functions of sediment/toxicant retention and endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

Wetland B supports sub-populations of the state-endangered salt pond grass (*Leptochloa fusca* spp. *Fascicularis*) and the state species of special concern orache (*Atriplex glabriuscula*). One of these sub-populations is located within Impact Area B-2, along the edge of existing Route 113, and will not be impacted by the project.

#### Impact Area C-1

Impact Area C-1 is depicted on Plate TV-2, PRO-17 and PRO-59 in Attachment I and consists of 0.062 acres of permanent impacts to tidal wetlands. Work within Impact Area C-1 will consist of permanent impacts to tidal vegetation due to grading and filling to eliminate open water ponding in the RSA, and to provide a base material sufficient to support an aircraft within the RSA. Vegetation in Impact Area C-1 is dominated by chairmaker's rush (*Scirpus americana*) [also *Schoenoplectus pungens*]. It is the single

most dominant species in this wetland, occupying as a near monotypic dominant. As shown in Table 2, the following principal function will be impacted: groundwater recharge. Secondary functions of wildlife habitat and endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area D-1

Impact Area D-1 is depicted on Plate TV-2, PRO-16 and PRO-58 in Attachment I and consists of 0.418 acres of permanent impacts to tidal wetlands. Work within Impact Area D-1 will consist of permanent impacts to tidal vegetation due to the excavation necessary to remove existing bituminous pavement from Runway 6-24, and grading and filling to eliminate open water ponding in the RSA, and to provide a base material sufficient to support an aircraft within the RSA. Vegetation within Impact Area D-1 is dominated by chairmaker's rush (*Scirpus americana*) [also *Schoenoplectus pungens*]. It is the single most dominant species in this portion of the wetland, occupying as a near monotypic dominant. Other species within Impact Area D-1, or along its periphery, include: bent grass (*Agrostis palustris*) [also *Agrostis stolonifera*]; cypress panicgrass (*Dichanthelium dichotomum*); path rush (*Juncus tenuis*); tapertip rush (*Juncus acuminatus*); lance-leaved violet (*Viola lanceolata*); marsh seedbox (*Ludwigia palustris*); umbrella sedge (*Cyperus* sp.). As shown in Table 2, the following principal functions will be impacted: floodflow alteration and wildlife habitat. Secondary functions of sediment toxicant retention and endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

#### Impact Area D-2

Impact Area D-2 is depicted on Plate TV-2 and PRO-58 in Attachment I and consists of 0.002 acres of temporary impacts to tidal wetlands. Work within Impact Area D-2 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for re-grading of the RSA. Vegetation within Impact Area D-2 is the same as vegetation within Impact Area D-1 above. This temporary impact area will be re-graded to existing elevations after construction activities have been completed, with a layer of organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 – Mitigation Checklist) standard topsoil, and seeded with the Shoreline Conservation Seed Mixture (see specification in Attachment M9 - Mitigation Checklist). As shown in Table 2, the following principal functions will be impacted: floodflow alteration and wildlife habitat. Secondary functions of sediment toxicant retention and endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

### Impact Area S-1

Impact Area S-1 is depicted on Plate TV-3 and PRO-30 in Attachment I and consists of 0.004 acres of temporary impacts to tidal wetlands. Work within Impact Area S-1 will cause temporary impacts to tidal vegetation due to disturbance beyond the cut/fill limits for equipment access for removal of existing bituminous pavement from Taxiway H. Vegetation within Impact Area S-1 is dominated by yellow nutsedge, green bulrush, and mowed goldenrod. Other species include black willow, and redosier dogwood. This temporary impact area will be re-graded to existing elevations after construction activities have been completed, with a layer of organic soil material (see wetland soil criteria in Wetland Creation specification in Attachment M9 - Mitigation Checklist) ~~standard topsoil~~, and seeded with the Shoreline Conservation Seed Mixture (see specification in Attachment M9 - Mitigation Checklist). As shown in Table 2, the following principal functions will be impacted: floodflow alteration, sediment shoreline stabilization, and wildlife habitat. A secondary function of endangered species will also be impacted. More detail in wetland functions and values impacts is provided following the detailed wetland impact descriptions.

### Summary of Wetland Type and Functions and Values Impacted

Wetland classifications for each wetland impact area are listed in Table 2. The dominant wetland type is estuarine intertidal emergent (E2EM) for all wetland impact areas. Therefore, all wetland impacts, temporary and permanent (1.72 acres), will occur to E2EM class wetland resources.

Of the 13 functions and values in the U.S. Army Corps of Engineers (Corps) Highway Methodology Supplement (1999), ~~six~~ five (5) functions will be impacted within the project wetlands: groundwater recharge/discharge, floodflow alteration, sediment/toxicant retention, sediment/shoreline stabilization and wildlife habitat. One (1) of the wetland values was observed within the project wetlands: threatened or endangered species habitat. The principal (in bold) and secondary functions and values for each wetland impact area are listed in Table 2.

The principal functions and values of the wetland impact areas were tabulated and the total permanent impact areas of each function were determined for the project. Of the four principal functions, permanent impacts to the wildlife habitat and floodflow alteration functions were the greatest, with 1.37 ac distributed. Impacts to sediment/shoreline stabilization functions were the second highest with 0.6 acres disturbed. The groundwater recharge/discharge function had lowest impact of 0.06 ac of impact.

The combined project impacts to wetlands will be mitigated through restoration and enhancement of two wetland mitigation areas, where a greater range of wetland functions-values can be sustained in perpetuity. This mitigation plan has been developed to address the impacts to tidal wetlands and their corresponding functions and values. The Mitigation Checklist in Attachment M9 provides greater detail on the proposed mitigation for this project.