

General Permit for the Discharge of Stormwater from Construction Activities

APPENDIX J

Connecticut Department of Energy and Environmental Protection
Financial Assurance Irrevocable Letter of Credit

Purpose: The Letter of Credit must include the following information:

[Name of Issuing Bank]
[Address of Issuing Bank]

Irrevocable Standby Letter of Credit Number: [XXXX]

Issuance Date: [MONTH, DATE, YEAR]

Total Amount: U.S. \$[XXX,XXX.00]

Beneficiary: Commissioner, Connecticut Department of Energy and
Environmental Protection

Applicant Name:

Applicant Address:

Site Name:

Site Address:

NPDES Permit No: CTR10[xxxx]

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

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. [XXXX] in your favor, at the request and for the account of the Applicant, [APPLICANT NAME AND ADDRESS], up to the aggregate total amount of [XXX] U.S. Dollars ([\$X,XXX].00). We hereby authorize the Commissioner of the Connecticut Department of Energy and Environmental Protection (“Commissioner”) to draw at sight on us, [NAME AND ADDRESS OF ISSUING BANK], an aggregate amount up to the total amount, available upon presentation of:

- (1) your sight draft, bearing reference to this Letter of Credit No. [XXXX], and
- (2) your signed, dated statement reading as follows: "I certify that the amount of the draft is payable because I have determined one or more of the following has occurred or is occurring:
 - (a) one or more violations of the General Permit for the Discharge of Stormwater from Construction Activities issued by the Commissioner and which is currently in effect, or one or more violations of any other requirement or approval applicable to the management of stormwater at or emanating from [ADDRESS OF SITE] ("the Property"), or
 - (b) stormwater at or emanating from the Property is or has become a potential source of pollution (as that term is defined in Conn. Gen. Stat. § 22a-423) which has not been remedied to my satisfaction within five (5) business days of the Applicant's receipt of a written notice from me that a pollution condition exists, or
 - (c) the Applicant, or any other entity in which the Applicant has a controlling interest, no longer owns, leases, or can control the use of the Property, or no longer owns, operates, or has a controlling interest in the solar array facility located at the Property, or
 - (d) the issuing bank has notified me that it has decided not to extend this letter of credit beyond the current expiration date."

This letter of credit is effective as of [MONTH, DATE, YEAR] and shall expire on [MONTH, DATE, YEAR AT LEAST ONE YEAR LATER], but such expiration date shall be automatically extended for a period of one year and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Applicant, [APPLICANT NAME], by certified mail or nationally recognized courier service that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of this letter of credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by you, as shown on the signed return receipts or evidence of courier delivery.

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the total amount. Whenever this letter of credit is drawn on under and in compliance with the terms of this letter of credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into a Connecticut Department of Energy and Environmental Protection dedicated account in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is issued subject to the edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce, in effect on the date this Letter of Credit is issued.

By signing, the signatory below certifies, under penalty of law, that the issuing institution is an entity which has the authority to issue letters of credit and whose letter of credit operations are regulated and examined by a Federal or State agency.

[SIGNATURE(S) OF OFFICIAL(S) OF ISSUING INSTITUTION]

[TITLE(S) OF OFFICIAL(S) OF ISSUING INSTITUTION]

Date: [MONTH, DATE, YEAR]