THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, the State of Connecticut, Department of Energy and Environmental Protection has designated certain rivers and streams in Connecticut as Lower River/Tidal Waters; and

WHEREAS, such rivers and streams designated as Lower River/Tidal Waters have no closed fishing season; and

WHEREAS, the entire Thames River has been designated a Lower River/Tidal Waters; and

WHEREAS, the Thames River, as identified by the Connecticut Department of Energy and Environmental Protection, consists of those waters downstream from the Greeneville Dam, including coves, to New London; and

WHEREAS, the Yantic River has a closed fishing season and is described as flowing into the Thames River, but the specific point at which it joins the Thames River is not precisely identified; and

WHEREAS, the Yantic River appears to join the Thames River In Norwich In an area historically referred to as the Yantic Cove; and

WHEREAS, the State of Connecticut by Special Law Number 358, section 1, enacted in 1872, authorized and empowered the City of Norwich, as it was then consisted, to enter upon and take possession of the Yantic Cove, so-called, within the limits of the City and to smvey, stake out and define proper channels for the water of the Yantic River and to **fill** in, hold, use and dispose of the remaining area as it deemed expedient; and

WHEREAS, the City of Norwich by Ordinance No. 1229, adopted by the Council of the City of Norwich on September 4, 1991, pursuant to Chapter 444a of the Connecticut General Statutes, established a Harbor Management Commission to, among other things, provide greater public opportunities for water-based recreational activities and to allocate land and water resources in an economically and environmentally sound manner; and

WHEREAS, the City of Norwich by Ordinance No. 1229, as amended by Ordinance No. 1345 adopted October 21, 1996, codified as Section 3.5-1.4 lmisdiction, of the Norwich Code of Ordinances, provided that the Harbor

Management Commission shall have jurisdiction within the area located in 'the waters of the Thames River within Norwich, and shall also have jmisdiction within the area located in the Yantic River up to the base of the existing falls; and

WHEREAS, the Council of the City of Norwich finds that there is confusion as to whether there is no closed season for fishing within the Yantic Cove below the base of the falls on the Yantic River, which area includes a handicapped accessible fishing location; and

WHEREAS, the Council of the City of Norwich find that it has identified as part of the harbor of the City of Norwich any portion of the Yantic River downstream of the base of the existing falls on the Yantic River, which body of water appears to be subject to tides, is in a cove located downstream from the Greeneville Dam, and should be part of the Thames River; but which has also been described as containing channels for the waters of the Yantic River; and

WHEREAS, the Council of the City of Norwich find that there are separate and distinct populations of fish located above and below the existing falls, those below the falls being more typical of the fish in the Thames River

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager Alan H. Bergren, be and hereby is authorized and directed to send an appropriate communication to the Connecticut Department of Energy and Environmental Protection together with a copy of this resolution, to notify it of the request and desire of the Council of the City of Norwich that the Connecticut Department of Energy and Environmental Protection clarify its designation of the Thames River to include the waters and area within Yantic Cove and any portion of the Yantic River flowing within the Yantic Cove downstream of the existing falls.

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M. Barrett

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, the Police Department expended roughly $110,000 in excess of its fiscal year 2012-13 appropriation resulting from replacement costs incurred while officers were on paid administrative leave and injury leave related to cases involving officer assaults and shootings, unexpected retirement payouts, and a high volume of serious and major criminal investigations; and,

WHEREAS, the Human Resources Department expended roughly $6,000 in excess of its fiscal year 2012-13 appropriation resulting from higher than anticipated volunteer firefighter physical costs and pre-employment testing costs for police officers; and,

WHEREAS, the Elections Department expended roughly $14,000 in excess of its fiscal year 2012-13 appropriation resulting from the increased activity from the 2012 presidential election; and,

WHEREAS, the Legal Department expended roughly $55,000 in excess of its fiscal year 2012-13 appropriation resulting from the ongoing lawsuit involving the soup kitchen and an uptick in the legal costs associated with collecting delinquent taxes; and,

WHEREAS, the Yantic Volunteer Fire Department expended roughly $13,000 in excess of its fiscal year 2012-13 appropriation resulting from repairs to its annex, shed, and equipment as well as tree removal costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that $198,000 be and hereby is transferred *from* the 2012-13 Contingency budget *to* the 2012-13 Police, Human Resources, Elections, Legal, and Yantic Volunteer Fire departments as follows:

Department	Amount of Transfer
Contingency	198,000
Subtotal - Budget Decreases	198,000
Police	110,000
Human Resources	6,000
Elections	14,000
Legal	55,000
Yantic Volunteer Fire	13,000
Subtotal - Budget Increases	198,000
Net Budget Change	-

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M. Barrett

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, the City Manager Alan H. Bergren has recommended the following appointment to the Redevelopment Agency;

Appointed as a **regular member** of the Redevelopment Agency to fill the remaining portion of a term to expire on 2/28/15 or until a successor is appointed:

Thomas R. Sullivan (D)

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Norwich hereby approves the appointment of the above named to the Redevelopment Agency.

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M. Barrett

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted March 21, 2011 went on record as supporting a purchasing policy giving preference to suitable alternative fuel vehicles when available when purchasing or leasing light and heavy duty on-road vehicles; and

WHEREAS, the State of Connecticut through the Department of Transportation has proposed an Agreement between it and the City of Norwich providing a cash grant towards the purchase of alternative/clean fuel vehicles and/or diesel retrofit technologies, said cash grant to be used exclusively by the City of Norwich for the reimbursement of incremental costs of the following alternative/clean fuel vehicles and/or Full Material Cost of the diesel retrofit technologies as follows: ***One (1) Ford F250 w/35GGE Compressed Natural Gas Pickup Truck @ Thirteen Thousand Four Hundred Fifty Three Dollars ($13,453)***; and

WHEREAS, the Council finds it in the best interest of City of Norwich to enter into said Agreement with the State of Connecticut under FHWA Project No. CM-000R(799) and State Project No. 170-3101.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Norwich that City Manager Alan H. Bergren be and hereby is authorized and directed to enter into an Agreement with the State of Connecticut through its Department of Transportation accepting the award amounts for the reimbursement described herein and to arrange for, execute and/or deliver such other documents as are necessary to accept the award including but not limited to proof of insurance forms, a non-discrimination certificate, and authorizing resolution and an incumbency certificate. A copy of the Agreement is attached hereto as Exhibit A.

Agreement No.
CORE I.D. No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY OF NORWICH
FOR A CASH GRANT TOWARD THE
PURCHASE OF ALTERNATIVE/CLEAN FUEL VEHICLE(S)
AND/OR DIESEL RETROFIT TECHNOLOGIES
FHWA PROJECT NO. CM-000R(799)
STATE PROJECT NO. 170-3101

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 20___, by and between the State of Connecticut, Department of Transportation, acting herein by James Redeker, Commissioner, duly authorized, hereinafter referred to as the "STATE", and the City of Norwich, having its principal place of business at 100 Broadway, Norwich, Connecticut 06360, acting herein by Alan H. Bergren, City Manager, hereunto duly authorized, hereinafter referred to as the "SECOND PARTY", collectively referred to as the "PARTIES".

WITNESSETH, THAT:

WHEREAS, the Moving Ahead for Progress in the 21st Century Act: A Legacy for Users (MAP-21), provides for federal capital improvement grants to public bodies or eligible private nonprofit and for profit corporations for the specific purpose of assisting them in purchasing alternative/clean fuel vehicle(s) and/or diesel retrofit technologies (DRT); and

WHEREAS, the Federal Highway Administration (FHWA) has designated the STATE as a grant recipient for capital grants under MAP-21; and

WHEREAS, the Governor of the State of Connecticut, in accordance with a request by the FHWA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by public bodies for capital funds to purchase alternative/clean fuel vehicle(s) and/or diesel retrofit technologies (DRT) emission control device(s), hereafter referred to as DRT device(s); and

WHEREAS, the SECOND PARTY desires to utilize said grant funds for the purchase of alternative/clean fuel vehicle(s) and/or DRT device(s) as a means of improving the air quality within the State of Connecticut (hereinafter referred to as the "Project"); and

WHEREAS, the STATE, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the SECOND PARTY providing for the distribution of Federal funds and STATE funds (if available) to enable the SECOND PARTY to purchase equipment solely for the hereinabove stated purpose, and in connection therewith, the Commissioner of Transportation, has made an Express Finding as is required by Section 13b-35 of the General Statutes of Connecticut, as revised; and

WHEREAS, the Commissioner of Transportation is authorized to enter into this Agreement pursuant to Section 13a-165 of the Connecticut General Statutes, as revised; and

WHEREAS, the purpose of this Agreement is to provide funds to the SECOND PARTY for the Incremental Cost of alternative/clean fuel vehicle(s) and/or DRT device(s) purchases, as described in the Program Summary of the Connecticut Clean Fuel Program (hereinafter referred to as the "Program Summary") and to state the terms, conditions and mutual understandings of the PARTIES as to the manner in which the Project will be undertaken and continued.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the STATE and the SECOND PARTY agree as follows:

Section 1: Definitions

The following definitions shall apply to this Agreement:

The term "Claims" as used herein means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "SECOND PARTY Parties" as used herein means a SECOND PARTY 's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the SECOND PARTY is in privity of oral or written contract and the SECOND PARTY intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein means to provide funding to public bodies utilizing FHWA grant funds to purchase alternative/clean fuel vehicles and/or DRT devices to improve air quality.

The term "Records" as used herein means all working papers and such other information and materials as may have been accumulated by the SECOND PARTY in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein means State of Connecticut, including the Department of Transportation ("Department") and any office, department, board, council, commission, institution or other agency or entity of the State.

The term "Incremental Cost" as used herein means the purchase cost of the alternative/clean fuel vehicle, minus the cost of a conventionally powered vehicle of comparable make and model.

The term "Full Material Cost" as used herein means the full purchase price of DRT device(s), excluding installation and maintenance costs.

Section 2: Second Party

2.01 Scope of Project

The SECOND PARTY hereby agrees to accept a Cash Grant to be used exclusively for the reimbursement of the Incremental Cost of the following alternative/clean fuel vehicle(s) and/or Full Material Cost of the DRT device(s) at the indicated amounts. Incremental Cost per alternative/clean fuel vehicle and/or Full Material Cost of the DRT device shall be annotated including: ***One (1) Ford F250 w/35GGE Compressed Natural Gas Pickup Truck @ Thirteen Thousand Four Hundred Fifty-three Dollars ($13,453),*** hereinafter referred to as the "Project Equipment". If the manufacturer's/vendor's invoice indicates a lesser Incremental Cost per vehicle, the SECOND PARTY will be reimbursed that lesser amount. In consideration thereof, the SECOND PARTY agrees to undertake and implement the Project in the manner described in the Program Summary, which is incorporated herein by reference and attached herewith as Exhibit A, and as described in the Funding Request submitted by the SECOND PARTY which is incorporated herein by reference (hereinafter referred to as the "Funding Request").

2.02 Purchase of Project Equipment

The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the SECOND PARTY, and shall be purchased in accordance with applicable State law and the standards set forth in Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference. Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the SECOND PARTY as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer. The invoice will also contain the vehicle supplier's statement which attests to the Incremental Cost of the alternative/clean fuel options of each vehicle or the Full Material Cost of the DRT device.

The STATE shall not incur any liability prior to the execution of this Agreement. The SECOND PARTY may order and purchase the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite the delivery of the Project Equipment. This action, however, shall be taken entirely at the risk of the SECOND PARTY. The failure of the SECOND PARTY to comply with the conditions set forth herein relieves the STATE from any and all liability under this Agreement.

2.03 Ownership, Title, and Registration of Project Equipment

The SECOND PARTY shall assume ownership of the Project Equipment and such Project Equipment shall be in the name of the SECOND PARTY subject to the restrictions on use and disposition as set forth herein. For the duration of this Agreement, the SECOND PARTY shall not transfer ownership of the Project Equipment to any third party without prior written approval of the STATE. Project Equipment shall be registered in accordance with all applicable rules and regulations of the Connecticut Department of Motor Vehicles.

2.04 Use of Project Equipment

The SECOND PARTY agrees that the Project Equipment shall be used in the manner described in the Funding Request for a period of time covering 48 months of the Project Equipment's operation, commencing on the date that the Project Equipment is purchased and/or placed into active service, or up to 100,000 miles of each vehicle's operation. If during such period, the Project Equipment is not used in this manner or the SECOND PARTY becomes insolvent, the SECOND PARTY shall immediately notify the STATE.

In further consideration of the use of said Project Equipment, the SECOND PARTY shall:

(a) Guarantee that, at no cost or expense to the STATE, said Project Equipment shall be properly operated in safe condition and regularly maintained throughout the term of this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.

(b) Secure and maintain motor vehicle liability insurance coverage for personal injury and property damage of not less than One Million Dollars ($1,000,000) per accident or occurrence so as to protect the STATE in awarding the Grant and the SECOND PARTY as the purchaser, owner and operator from all losses relative to the Project Equipment. Such insurance shall be provided at no cost to the STATE. The STATE shall be named as an additional insured party at no direct cost to the STATE.

In conjunction with the above, the SECOND PARTY agrees to furnish to the STATE a Certificate of Insurance on a form acceptable to the STATE, fully executed by an insurance company or companies satisfactory to the STATE, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The SECOND PARTY shall produce, within five (5) business days, a copy or copies of all applicable insurance polices requested by the STATE. In providing said policies, the SECOND PARTY may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

2.05 Inspection

The SECOND PARTY shall permit the STATE, or its authorized representatives, to inspect all Project Equipment, all transportation services rendered by the SECOND PARTY utilizing such Project Equipment, and all relevant Project data and records. The SECOND PARTY shall also permit the above-named persons to review the books, records and accounts of the SECOND PARTY pertaining to the Project.

2.06 Records and Reports

The SECOND PARTY shall advise the STATE regarding the progress of the Project at such time and in such manner as the STATE requires, including, but not limited to, meetings and interim reports.

The SECOND PARTY shall collect and submit to the STATE at such time as the STATE may require, such financial statements, operations data, records, contracts, and other documents related to the Project as may be deemed necessary by the STATE. This shall include, but not be limited to:

(a) Reporting all minor motor vehicle accidents involving Project Equipment to the STATE within ten (10) days of the occurrence. Any incident which results in an injury to a driver or passenger, or which results in property damage of over Two Thousand Five Hundred Dollars ($2,500), shall be reported to the STATE within twenty-four (24) hours.

(b) Certifying annually, in writing, that said Project Equipment is still being used in accordance with the terms and conditions set forth in this Agreement.

2.07 Indemnification and Claims Against the STATE

(a) The Second Party shall indemnify, defend and hold harmless the STATE and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the SECOND PARTY or SECOND PARTY Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The SECOND PARTY shall use counsel reasonably acceptable to the STATE in carrying out its obligations under this section. The SECOND PARTY's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the SECOND PARTY's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The SECOND PARTY shall not be responsible for indemnifying or holding the STATE harmless from any liability arising due to the negligence of the STATE or any other person or entity acting under the direct control or supervision of the STATE.

(c) The SECOND PARTY shall reimburse the STATE for any and all damages to the real or personal property of the STATE caused by the Acts of the SECOND PARTY or any SECOND PARTY Parties. The STATE shall give the SECOND PARTY reasonable notice of any such Claims.

(d) The SECOND PARTY's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the SECOND PARTY is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the STATE is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The SECOND PARTY shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The SECOND PARTY shall name the STATE as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributory negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

2.08 Sovereign and Governmental Immunity

Nothing in this Agreement shall preclude the SECOND PARTY from asserting its Governmental Immunity rights in the defense of third party claims. The SECOND PARTY's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the STATE, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

2.09 Prohibited Interest

No member, officer, or employee of the SECOND PARTY during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The SECOND PARTY warrants that it has not employed or retained any company or person other than bona fide employees working solely for the SECOND PARTY to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the SECOND PARTY any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation, the STATE shall have the right to cancel this Agreement without liability or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

2.10 Assignment of Work Under This Agreement

Unless otherwise authorized in writing by the STATE, the SECOND PARTY shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

2.11 Compliance with State and Federal Administrative Requirements

The SECOND PARTY shall comply with all State and Federal Administrative and Statutory Requirements incorporated herein by reference and attached herewith as "Exhibit B", as may be amended from time to time, and all Schedules, as may be amended from time to time, attached herewith, which are also hereby made a part of this Agreement.

2.12 Special Provisions Disadvantaged Business Enterprises

The SECOND PARTY hereby acknowledges and agrees to comply with "Agreements With Goals - Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects" dated October 16, 2000, as may be revised from time to time, as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).

Section 3: State

3.01 Term of Agreement

The STATE will maintain a fiduciary interest in the vehicles for a period covering 48 months of their operation, commencing on the date that each vehicle is: **(a)** purchased and/or placed into active service, or **(b)** equipped with DRT device(s); **or** up to 100,000 miles of each vehicle's operation, whichever occurs first. During this period, the SECOND PARTY will provide the STATE or its agents with an annual certification stating whether the vehicles are still in operation and citing the most recent odometer readings for the vehicles. The SECOND PARTY will also participate in interviews with the STATE and its agents so that the STATE can obtain information on the performance of the vehicles.

The STATE reserves the right to continue this Agreement in full force and effect for a maximum period of one (1) year beyond the expiration date of December 31, 2014. More than one (1) time extension may be exercised as long as the maximum period of one year is not exceeded. If the Agreement is to be continued, beyond the one (1) year period, the STATE and the SECOND PARTY shall execute a Supplemental Agreement, noting the limits of the extension.

3.02 Payment to the Second Party

Upon full and proper execution of this Agreement and upon receipt by the STATE of a manufacturer's or vendor's sales agreement for the Project Equipment stating the Incremental Cost of the vehicle(s) and/or the Full Material Cost of the DRT device(s), along with proof of insurance in accordance with Subsection 2.04, Paragraph (b), the STATE shall make available to the SECOND PARTY a Cash Grant not to exceed **Thirteen Thousand Four Hundred Fifty-three Dollars ($13,453)**, hereinafter referred to as the "Grant". The Grant will be the maximum contribution by the STATE. Additional costs for the Project Equipment will be borne solely by the SECOND PARTY. Should the requested vehicle(s) and/or the DRT device(s) as indicated in Subsection 2.01 of the Agreement become unavailable; the STATE will not allow the SECOND PARTY to substitute Project Equipment. All awarded funds must be claimed and expended by **December 31, 2014.**

The SECOND PARTY agrees that the receipt of funds under this Agreement is subject to all controls and conditions imposed by this Agreement and the relevant Federal and/or State regulations.

The SECOND PARTY agrees that the terms of this Agreement do not constitute a loan but rather a grant for the specific purposes contained herein.

The SECOND PARTY agrees it is not authorized to allow funds appropriated under this Agreement to be used to pay its creditors unless the creditor incurred an expense specifically authorized by this Grant and relevant Federal and/or State regulations.

The STATE will reimburse the SECOND PARTY for the Incremental Cost of each specific vehicle and/or Full Material Cost of each specific DRT device indicated in Subsection 2.01 of this Agreement. The amount reimbursed will be the lesser of the amounts indicated on the manufacturer's or vendor's sales agreement or the amount specified in Subsection 2.01 of this Agreement. In cases where the invoice amount exceeds the amount stated in the Agreement, the STATE will reimburse the SECOND PARTY for the approved amount stated in the Agreement.

Failure to meet any conditions imposed by this Agreement or the STATE's approval of the Funding Request will result in a return to the STATE of the Grant by the SECOND PARTY.

3.03 Termination

The STATE reserves the right to terminate this Agreement:

(a) without cause with sixty (60) days prior written notice to the SECOND PARTY; or

(b) with cause, forthwith, upon delivery to the SECOND PARTY of written notice of termination, citing any one or more of the following reasons:

(1) the SECOND PARTY discontinues the operation of the said Project Equipment;

(2) the SECOND PARTY takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the STATE; or

(3) the SECOND PARTY being declared by competent authority to be incapable of operation under this Agreement.

Upon termination of this Agreement as provided in paragraphs (a) and (b) above, the STATE shall assess, at its discretion, a proportionate share of the Grant to the SECOND PARTY, unless as of the date of notice to the SECOND PARTY, it has not yet purchased the Project Equipment. If, however, it is clear to the STATE that the SECOND PARTY has not made a demonstrated effort to operate the Project Equipment as described in the Application and required under this Agreement, at the STATE's discretion, it may require the SECOND PARTY to return the full amount of the Grant within ten (10) business days from receipt of notice from the STATE.

3.04 Liquidation of Indebtedness

The STATE may refuse at any time to make payments under this Agreement if (a) the SECOND PARTY has failed to comply with the terms of the Agreement or any applicable State law or regulation, or (b) the SECOND PARTY is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment of the objectives of this Agreement. Under such conditions, the STATE will inform the SECOND PARTY, in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

Section 4: State and Second Party

4.01 Jurisdiction and Forum

The PARTIES deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the STATE, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The SECOND PARTY waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The PARTIES acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the STATE of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the STATE or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this subsection conflicts with any other subsection, this subsection shall govern.

4.02 Litigation

The SECOND PARTY agrees that the sole and exclusive means for the presentation of any claim against the STATE arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the STATE) and the SECOND PARTY further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

4.03 Official Notice

Any "Official Notice" from one such party to the other such party (or parties), in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the STATE is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the SECOND PARTY is to receive such Notice -

Mr. Alan H. Bergren
City Manager
City of Norwich
100 Broadway
Norwich, Connecticut 06360;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the PARTIES hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is (are) to be addressed; alternate means of conveying such Notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such Notice(s) is (are) to be made, provided such subsequent Agreement(s) is (are) concluded pursuant to the adherence to this specification.

4.04 CORE Agreement/Contract Purchase Order

The Agreement itself is not an authorization for the SECOND PARTY to provide goods or begin performance in any way. The SECOND PARTY may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A SECOND PARTY providing goods or commencing performance without a duly issued purchase order in accordance with this subsection does so at the SECOND PARTY'S own risk.

The STATE shall issue a purchase order against the Agreement directly to the SECOND PARTY and to no other party.

4.05 Entire Agreement

The terms and provisions herein contained constitute the entire Agreement between the PARTIES and shall supersede all previous communications, representations, or agreements, either oral or written, between the PARTIES hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both PARTIES hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the STATE under the laws of the State of Connecticut. Nothing contained in this Agreement shall be construed as an agreement by the STATE to directly obligate the STATE to creditors or employees of the SECOND PARTY.

The PARTIES have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

_____
Name:

By:_____(Seal)
James Redeker
Commissioner

_____
Name:

Date:_____

WITNESSES:

CITY OF NORWICH

_____
Name:

By:_____(Seal)
Alan H. Bergren
City Manager

_____
Name:

Date:_____

APPROVED AS TO FORM:

_____
Attorney General
State of Connecticut

Date: _____

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35 OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, James Redeker, Commissioner, under the authority granted me by the State of Connecticut, intend to exercise the powers conferred by Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, and herewith make the Express Finding, pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, that:

1. The transportation facilities in the State of Connecticut with respect to which the powers are to be exercised may be discontinued, disrupted, or abandoned in whole or in part.

2. The discontinuance, disruption, or abandonment of such facilities will be detrimental to the general welfare of the STATE.

3. The exercise of such powers is essential to the continuation and improvement of such necessary transportation.

4. To insure the improvement of the air quality through the purchase of alternative/clean fuel vehicle(s) and/or DRT emission control device(s) as required by the general welfare of the STATE, assistance from the STATE must be provided.

In accordance with the Express Finding herein made, I intend to enter into an Agreement with the **City of Norwich** to provide financial assistance in an amount not to exceed **Thirteen Thousand Four Hundred Fifty-three Dollars** ***($13,453)*** through ***12/31/2014***.

Dated at Newington, Connecticut, this _____ day of _____ 20___.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

_____
Name:

_____(Seal)
James Redeker
Commissioner

_____
Name:

Exhibit A

PROGRAM SUMMARY OF THE CONNECTICUT CLEAN FUEL PROGRAM

The Connecticut Department of Transportation (the Department) sponsors the Connecticut Clean Fuel program (the Program). The goal of the Program is to improve the air quality by encouraging the use of alternative/clean fuel vehicle(s) and/or DRT device(s), hearafter referred to as DRT emission control device(s). Only municipalities and other public agencies are eligible to receive the Program funding. The Department reimburses participating agencies for the incremental cost of their alternative/clean fuel vehicle purchases. The incremental cost is defined as the purchase cost of the alternative/clean fuel vehicle, minus the cost of a conventionally powered vehicle of comparable make and model. The Department will also reimburse participating agencies for the Full Material Cost (only) of DRT emission control device(s) approved by the U.S. Environmental Protection Agency and/or the California Air Resources Board (CARB) under the diesel retrofit verification program.

While the Program provides the funds for the incremental cost, the participating agencies are responsible for the base (non-incremental) purchase price of their vehicle(s). The participating agencies are also responsible for all costs associated with the operation of their alternative/clean fuel vehicle(s) (i.e., maintenance, repair, fuel or fueling facilities, insurance and administration). Agencies purchasing DRT emission control device(s) will be responsible for the installation and maintenance cost of the device(s).

The Program defines alternative/clean fuel vehicle(s) as those, which operate on compressed natural gas, propane, electricity, hydrogen, fuel cells, or hybrid electric vehicles. Vehicle(s) must be purchased directly from a dealer as an original equipment manufacturer (OEM) vehicle. The incremental cost of OEM, bi-fuel vehicle(s) will be allowed if the applicant agency certifies that the vehicle will be operated primarily on the alternative/clean fuel.

During the early stages of the grant process, interested agencies respond to the Department's solicitation for proposals and these agencies complete an application form provided by the Department. Each agency's application states the type and quantity of alternative/clean fuel vehicle(s) and/or DRT emission control device(s) they wish to purchase. The applicants also cite the incremental cost of each vehicle and/or Full Material Cost of each DRT emission control device proposed in their grant request. After reviewing the applications, the Department will respond to each applicant specifying which vehicle(s) and/or DRT emission control device(s) the Program is approving for funding, and the maximum amount of funds that the applicant will receive for each vehicle and/or DRT emission control device.

The Department then enters into an Agreement with each approved entity. Once the Agreement is fully processed, the participating agency may purchase and take delivery of the vehicle(s) and/or DRT emission control device(s). However, the participating agency may order and purchase, the vehicle(s) and/or DRT emission control device(s) in advance of receipt of a fully executed Agreement in order to expedite the delivery of the vehicle(s) and/or DRT emission control device(s). This action shall be taken entirely at the risk of the participating agency.
All vehicle(s) and/or DRT emission control device(s) must be placed into service by December 31, 2014.

In order to receive reimbursement from the Program, the recipient must have in place a fully executed agreement and must have submitted to the Department a copy of the invoice received from the vehicle and/or DRT emission control device supplier. The invoice from the vehicle and/or DRT emission control device supplier will name the participating agency as the purchaser of the vehicle(s) and/or DRT emission control device(s) and will fully identify the vehicle(s) and/or DRT emission control device(s) (make, model, and identification numbers). The vehicle invoice will also contain a statement by the vehicle supplier which attests to the incremental cost of the vehicle(s). In addition, the recipient must provide documentation verifying that the DRT emission control device(s) has been properly installed and functioning correctly on the proposed vehicle. The Department will reimburse the participating agency for the dollar amount of the incremental cost stated on the invoice, unless that amount exceeds the amount approved by the Program and specified in the Agreement between the Department and the participating agency. In cases where the invoice amount exceeds the amount approved by the Program, the Department will reimburse the participating agency for the approved amount stated in the Agreement.

The Department will maintain a fiduciary interest in the vehicle(s) for a period covering 48 months of their operation, commencing on the date that each vehicle and/or DRT emission control device is placed into active service, or up to 100,000 miles of each vehicle's operation. During this period, each participating agency will provide the Department or its agents with an annual certification stating whether the vehicle(s) are still in operation and citing the most recent odometer readings for the vehicle(s). Each participating agency will also participate in interviews with the Department and its agents so that the Department can obtain information on the performance of the vehicle(s).

EXHIBIT B
and Schedules 1 Through 5
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

1. Maintenance and Audit of Records

The second party receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The SECOND PARTY receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each second party that expends a total amount of Federal awards: **1)** equal to or in excess of $500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" **or** a program-specific audit (i.e. an audit of one federal program); **2)** less than $500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each second party that expends a total amount of State financial assistance: **1)** equal to or in excess of $300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ Sections 4-230 to 4-236, hereinafter referred to as the State Single Audit Act **or** a program audit; **2)** less than $300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited second party shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See Exhibit B, Schedule 2, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the second party agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contracts, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request**. The audited second party must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The second party shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

2. Americans with Disabilities Act

This clause applies to those second parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The SECOND PARTY represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the SECOND PARTY to satisfy this standard, as the same applies to performance under this Agreement, either now or during the term of the Agreement, as it may be amended, will render the Agreement voidable at the option of the STATE upon notice to the SECOND PARTY. The SECOND PARTY warrants that it will hold the STATE harmless and indemnify the STATE from any liability which may be imposed upon the STATE as a result of any failure of the SECOND PARTY to be in compliance with this Act, as the same applies to performance under this Agreement. The SECOND PARTY shall be responsible to ensure that all Project Equipment meets specifications mandated by the Americans With Disabilities Act of 1990 (ADA) and Section 14-97b of the Connecticut General Statutes.

3. Governor's Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products

and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the SECOND PARTY's request, the Department shall provide a copy of these orders to the SECOND PARTY.

4. Title VI Contractor Assurances

As a condition to receiving federal financial assistance under the Agreement, if any, the SECOND PARTY shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit B, Schedule 3 (attached herewith and incorporated by reference).

5. Code of Ethics

The SECOND PARTY hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, as set forth in Exhibit B, Schedule 4 (attached herewith and incorporated by reference).

6. Suspension or Debarment

Suspended or debarred contractors, second parties, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the SECOND PARTY shall constitute certification that to the best of its knowledge and belief the SECOND PARTY or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

b) Where the SECOND PARTY is unable to certify to any of the statements in this certification, such SECOND PARTY shall attach an explanation to this Agreement.

The SECOND PARTY agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

7. LOBBYING

If applicable, the SECOND PARTY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SECOND PARTY, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the SECOND PARTY shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. If applicable, Exhibit B, Schedule 5, (attached herewith) Disclosure Form-LLL shall be completed and submitted with this Agreement.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The SECOND PARTY also agrees by submitting its Agreement that it shall require that the language of this certification be included in all lower tier subcontracts that exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the Project Manager.

The SECOND PARTY shall obtain and submit to the STATE copies of all Lobbying certifications, including certifications that may be required of its contractors/subcontractors.

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "CDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.

B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.

F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.

H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. Contract goal for DBE participation equaling 0 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. **Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate can not be counted toward the goal.**

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**

D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:

1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. **Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.**

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;

2. a statement setting forth all parts of the Contract that are likely to be sublet;

3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;

4. copies of all letters sent to DBEs;

5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;

6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;

7. copies of letters received from DBEs in which they declined to bid or submit proposals;

8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;

9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

B. All applications shall be submitted to the Director of Contract Administration orCDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractors request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**

D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 – GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier o manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially use function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

_____
(Name of Organization or Firm)

_____
(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20 _____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____
(Signature of Person Certifying) (Date)

Schedule 2

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT INDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

   A. Withholding contract payments until the Contractor is in-compliance; and/or

   B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule 4

CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site:www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.,* those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

   The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to $50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars ($10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars ($50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

   This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at $100 or more between (*i.e.,* to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the $100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at $100 or more, even though each of the individual contributions is less than $100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.

5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.

6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

   Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

   Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State*:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at $100 or more unless the contract has been awarded through an open and public process.

10. ***Sanctioning Another Person's Ethics Violation*:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.

11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.

12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

    - ***Confidential Information***: DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.

    - ***Prohibited Representation***: DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

    DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at $50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

    - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;

    - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

    - Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp

- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp

- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

R. J. Carpenter

Ralph J. Carpenter
COMMISSIONER

Attachment
List 1 and List 3
(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST:

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, the Occum Fire Department for many years has provided a valuable service to the City of Norwich; and

WHEREAS, the Occum Volunteer Fire Company owns and utilizes the property known as 44 Taftville-Occum Road as its fire headquarters, but this lot and structure are presently fully utilized; and

WHEREAS, the Occum Fire Department needs additional space for storage which cannot be accommodated at its headquarters at 44 Taftville-Occum Road; and

WHEREAS, the City of Norwich owns land to the south and east of the Occum Fire Department headquarters identified as Map 19, Block 1, Lots 40, 41, 42, and 43 in the assessor's records, portions of which are in a flood plain; and

WHEREAS, a site for storage not located within a floodplain can be located on the city property and a portion of the premises identified as Lot 43 is currently being used for storage by the Occurn Fire Department; and

WHEREAS, the Council of the City of Norwich finds it would be in the best interest of the City of Norwich to permit the Occum Fire Department to use additional space on the city property for storage, to include the location of an appropriate storage facility by the Occum Fire Department.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that City Manager Alan H. Bergren, be and hereby is authorized and directed to enter into a license or other agreement satisfactory to him and the Corporation Counsel with the Occum Fire Department to permit the Occurn Fire Department to locate and use a storage facility on city property the dimensions to be 12 feet x 18 feet, said license or other agreement to be limited to use and access by the Occum Fire Department for so long as it occupies the property at 44 Taftville-Occum Road as its headquarters and conditioned upon the City Manager's approval of the site and the sufficiency of the facility.

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M Barrett

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, the Norwich Department of Public Utilities and the Connecticut Municipal Electric Energy Cooperative (CMEEC) entered into a Facilities Use and Disposition Agreement dated December 21, 2009 for the use of certain property, which Use Agreement is currently scheduled to expire on April 12, 2020, ten years from the commencement date of the Use agreement; and

WHEREAS, the Norwich Department of Public Utilities and CMEEC desire to extend the Use Agreement for an additional term of 19 years, that is through April 12, 2039, unless sooner terminated pursuant through the provisions of the Use Agreement; and

WHEREAS, this extension will permit CMEEC to extend certain financing from 10 to 20 years; and

WHEREAS, the Council of the City of Norwich finds that this amendment and extension of the Facilities Use and Disposition Agreement is likely to result in lower wholesale energy cost to the City of Norwich, an estimated reduction of 35%, and will be in the best interest of the City of Norwich.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH that it approves of this proposed action by the Board of Public Utilities' Commissioners and acknowledges that the Board, by itself or by its authorized representative, may enter into a First Amendment and Extension to the Facility Use and Disposition Agreement to extend the term thereof by a First Amendment and Extension to the Facilities Use and Disposition Agreement substantially consistent with the form attached hereto as Exhibit A.

FIRST AMENDMENT AND EXTENSION TO FACILITY USE AND DISPOSITION AGREEMENT

THIS FIRST AMENDMENT ("First Amendment ") to the Facility Use and Disposition Agreement, as further defined below, is made and entered into this __ day of ' 2013 by and between the Connecticut Municipal Electric Energy Cooperative, as "Beneficiary" and the City of Norwich, acting by and through the Board of Public Utilities Commissioners of the City of Norwich, as "NPU". Each of Beneficiary and NPU are sometimes referred to herein as a "Party" individually; or "Parties" when referred to collectively. Capitalized terms not otherwise defined herein are as defined in the Facility Use and Disposition Agreement, as defined below.

WHEREAS, Beneficiary and NPU entered into a Facility Use and Disposition Agreement dated December 21, 2009 (the "Use Agreement") for the use of the Demised Premises, which includes property located at 10 Wisconsin Ave. Norwich Ct, as more particularly described in Exhibit A to the Use Agreement;

WHEREAS, The Term of the Use Agreement is currently scheduled to expire ten (10) years from the Commencement Date of the Use Agreement, (the "Initial Term") which date is April 12,2020, and which is exclusive of Beneficiary's five year option to renew;

WHEREAS, NPU and Beneficiary desire to extend the Use Agreement for an additional term of nineteen
(19) years;

WHEREAS, Beneficiary desires to extend the Initial Term while retaining its options to renew, and NPU is agreeable to the extension of the Initial Term; and by this Amendment, NPU and Beneficiary desire to set forth their agreements with respect thereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms, and not otherwise defined herein, as used herein shall have the same meaning and effect as in the Use Agreement.

2. Section 2.01 of the Use Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.01 Term.

The term of this Use Agreement commenced on April 12,2010 (the "Commencement Date"), and shall extend through April 12, 2039 (the "Term"), unless sooner terminated pursuant to the provisions of the Use Agreement.

3. Section 2.02 of the Use Agreement is hereby amended by adding the following new sub-section (f):

Notwithstanding anything in this Use Agreement to the contrary, Beneficiary shall have the right to terminate this Use Agreement without early termination penalty or cost of any kind, at any time subsequent to April 12, 2020, by giving to NPU notice of Beneficiary's election to terminate which notice shall set forth the date of termination of this Use Agreement. In the event that Beneficiary terminates the Use Agreement as provided in this section 2.2(e), Beneficiary shall restore the Demised Premises to the condition as it existed prior to the commencement of the Use Agreement as provided in Article 9 of this Use Agreement, except for such reasonable alterations as mutually agreed to by the Parties.

. Except as modified by this First Amendment, the Use Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Use Agreement, as amended, in accordance with the terms thereof.

5. Miscellaneous. This Amendment constitutes the entire understanding and agreement of the Parties with respect to its subject matter and it supersedes all other understandings and agreements of the parties with respect thereto. This First Amendment shall become effective when signed by all Parties. The Beneficiary shall cause to be filed in the registry of deeds a notice of Use Agreement, or amendment to the notice of Use Agreement previously filed with respect to the Use Agreement, which memorializes the extension of term provided for herein. The NPU shall provide such reasonable cooperation to the Beneficiary in filing of such notice of Use Agreement, including the execution and delivery of the documentation required to effect the recording of such notice of Use Agreement.

6. Counterparts. This Amendment may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Signature pages of this Amendment may be detached from any counterpart and re-attached to any other counterpart of this Amendment which is identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, the Parties have caused this Amendment to Use Agreement to be executed as of the date hereof.

WITNESS:_____ NPU:_____

_____ DATE: _____

ACKNOWLEDGEMENT

State of Connecticut)

) SS.

County of New London)

On this __ day of , 2013 before me, _

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M. Barrett

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

WHEREAS, at a meeting held in Mansfield, CT at the Mansfield Town Hall on Friday, July 26, 2013, municipal officials from communities in Connecticut along the New England Central Rail Line (NECR), met with municipal and planning representatives from Massachusetts and a representative of the NECR parent company, Genesee and Wyoming Railroad; and

WHEREAS, the Connecticut officials were informed of a Massachusetts State Transportation initiative to fund and study passenger rail service north from Palmer, MA to Amherst, MA and south from Palmer, MA to Storrs, Connecticut; and

WHEREAS, the Massachusetts officials advocated for the Connecticut Department of Transportation to complete a coordinated passenger rail study for the portion of the New England Central Corridor from Storrs, Connecticut to new London, Connecticut; and

WHEREAS, the Massachusetts officials advocated that a formal relationship between Mass DOT and Conn DOT be created to establish a coordinated and collaborative approach to the New England Central Corridor rail study.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Norwich, that City Manager, Alan H. Bergren, be and hereby is, authorized and directed to advocate and communicate the City of Norwich's support of this initiative to our State Legislators, Regional Council of Government leaders and the State of CT Department of Transportation.

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M Barrett

Betsy M. Barrett
City Clerk

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on August 5, 2013, and that the same has not been amended or rescinded:

RESOLVED, that the proposed Agreement between the City of Norwich, AFSCME, Local 818, Council 4 – Public Works Supervisors, covering the period between July 1, 2013 and June 30, 2016, be, and the same hereby is, approved in accordance with the provisions of Connecticut General Statutes, Section 4-474; and further, that the City Manager, Alan H. Bergren, be, and hereby is, authorized and directed to execute the same in the name of the City.

Dated at Norwich, Connecticut this 6th day of August 2013.

ATTEST: Betsy M. Barrett

Betsy M. Barrett
City Clerk