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~AD HOC REPORT~

Lease & License Renewal ~ Danbury Railroad Museum

Tuesday, January 17, 2012

Chairman Shailesh Nagarsheth called the meeting to order at 7:15 p.m. on Tuesday, January 17, 2012, in the Caucus Room, 3rd Floor, Danbury City Hall, 155 Deer Hill Avenue. Present were Committee members Michael Halas and Fred Visconti. Also present were Laszlo Pinter, Deputy Corporation Counsel; Rick Palanzo, Superintendent of Public Buildings; Wade Roese, Danbury Railroad Museum; Steve Gould, Danbury Railroad Museum; Jeff Heyel, Counsel for Danbury Railroad Museum; and, members of the public.

Chairman Nagarsheth introduced everyone present at the meeting and briefly explained the purpose of the continued meeting.

Chairman Nagarsheth opened the meeting up to Laszlo Pinter who provided background for those present at the meeting. A map of the Railroad's property was displayed on the conference table which Mr. Pinter reviewed with those present. Approximately 1994, the City of Danbury signed a lease agreement and a license agreement with the State of Connecticut which permitted the use of the center area (highlighted in yellow). In the documentation that allowed the use of that area in 1994, a correction was needed to identify the full area of the land being used by the City. Approximately a year ago, the State brought to light the property that was identified was much smaller than the area that should have been identified in the original documentation. That has been corrected. Since the Council approved the original agreements for the lease and license between the State and the City, and subsequently by separate agreement from Danbury to the Museum, we need to ask for the Council's approval to correct the incorrect designation of land and provide the full and correct map which depicts the full size of the property that the Railroad Museum is utilizing (10.3 acres). Both the lease and license agreement have been corrected to reflect the change. During the discussions with the State as to whether the City wishes to continue to be the middleman between the State and the Museum, it was determined that the City wanted to continue to maintain its middleman status. The City would execute the documents but the Museum would continue to be the legal beneficiary of the legal documents. In addition, in the future, should grant money be available, the City maintains its position as the primary tenant which would allow those funds to be acquired.

Chairman Nagarsheth noted there was a positive recommendation from the Planning Commission.

Mr. Pinter noted the City has been operating under a temporary agreement with the State while the correction was pending and asked for an expeditious resolution.

A motion was made by Councilman Visconti and seconded by Councilman Halas that the Ad Hoc Committee recommends to the City Council the approval of a revised Lease and License agreement between the City and State DOT for continued and expanded use and for rights-of-way at the Metro North facility on White Street and Patriot Drive, by the City and the Danbury Railroad Museum for Museum purposes, together with approval of associated revisions as may be necessary of any related agreements between the City and the Danbury Railroad Museum.. The motion passed unanimously.

A motion to adjourn was made by Councilman Visconti and seconded by Councilman Halas. The motion carried unanimously at 7:34 p.m.

Respectfully submitted,

Shailesh Nagarsheth, Chairman

Michael Halas

Fred Visconti

RECORDED IN _____ LAND RECORDS
AT VOLUME _____ PAGE _____

Agreement No. 3.17-01(11)

**LEASE AGREEMENT FOR OCCUPATIONS
WITHIN THE DANBURY RAIL YARD**

BETWEEN

**THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

AND

**THE CITY OF DANBURY
RAIL FILE NO. (34) 7001-MISC-961**

THIS LEASE AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 2012, by and between the State of Connecticut, Department of Transportation, Eugene J. Colonese, Public Transit Administrator, Bureau of Public Transportation, duly authorized, hereinafter referred to as the "State", and the City of Danbury, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut and having a principal place of business at City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter referred to as the "Second Party".

WITNESSETH: THAT,

WHEREAS, the State and the Second Party previously entered into a License Agreement for Occupations within the Danbury Rail Yard, Agreement, No. 11.15-02(94), dated December 21, 1994, hereinafter referred to as the "Original" Agreement, for the purpose of establishing the Danbury Railway Museum with a "private at-grade pedestrian crossing" for museum access, and

WHEREAS, funds granted to the Second Party in the Original Agreement for the "WORK" described therein were used exclusively by the Second Party for the Original Agreement's intended purpose and were completely and properly accounted for to the State's satisfaction in year 2006, and

WHEREAS, the State and the Second Party entered into a "Temporary Right-of-Entry" Agreement on May 25, 2010, as amended, to increase the area of land being

licensed by the Second Party to provide the residents of the City of Danbury expanded Danbury Railway Museum exhibits and functions, and

WHEREAS, the State and the Second Party mutually agree to replace the aforementioned "Original" and "Temporary Right-of-Entry" Agreements with two new Agreements, such that all terms and conditions contained therein other than the "private at-grade pedestrian crossing" are contained in this Agreement, hereinafter referred to as the "Lease", and

WHEREAS, the State has the authority pursuant to Sections 4b-3(f), 13b-4(12), and 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Lease exclusively to allow the Second Party to operate the Danbury Railway Museum and to monitor existing pollution wells.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, that parcel of land situated in the City of Danbury, County of Fairfield, and State of Connecticut, within, the confines of the Danbury Rail Yard Loop Track of the Danbury Branch rail line, but not including the active Danbury Rail Yard Loop Track, with appurtenances thereon, if any, consisting of 10.3 fenced-in acres, more or less, as shown on the map on file with both parties to this Agreement titled: "City of Danbury, Map Showing Land Leased to the City of Danbury, by the State of Connecticut, Valuation Map 58-66-129, Scale 1" = 80', February 2011, Bureau of Public Transportation - Office of Rail Operations," Town No. 34, Project No. 7001-MISC, Serial No. 961, Sheet 1 of 1, hereinafter referred to as the "Premises". The purpose of the Lease is exclusively to allow the Second Party to operate the Danbury Railway Museum and to monitor pollution wells located on the Premises.

All rights of ingress and egress to and from the fenced-in leased parcel are strictly limited to three (3) gates as follows: the gate located at the northwestern corner of the Premises for pedestrian access using the private at-grade crossing described in License Agreement No. 1.31-01(11), that both parties hereto have agreed to execute in conjunction with this Lease Agreement; the gate at the southwestern corner of the Premises for vehicle access by way of the public at-grade railroad crossing off of Patriot Drive; and the railroad gate located at the northeastern corner of the Premises exclusively for receipt or shipment of rail rolling stock or railroad supplies by Metro-North Commuter Railroad Company ("Railroad") or those rail freight companies recognized by the Railroad as authorized to do so.

(1) The term of this Lease shall commence on the date this Agreement is "Approved As To Form" by the Attorney General, State of Connecticut, to and including December 31, 2027, with the Second Party having the right to renew said Lease for two (2) additional successive ten (10) year periods, by giving the State official notice, as the same is hereinafter defined, not less than sixty (60) days prior to the expiration of the current period, and the first ten (10) year option period, if required by the Second Party.

(2) The Second Party shall pay the State, upon execution hereof, the sum of Zero Dollars (\$0.00) as a one-time service charge to defray the costs and expenses incidental to the preparation of this Lease, together with the further non-refundable annual rental fee of Zero Dollars (\$0.00), payable by or before the first day of the anniversary date of this Lease, as rent for use of the Premises herein leased.

(3) Upon expiration of the initial term hereof and the Second Party's failure to exercise, in writing, its right to renew, this Lease shall continue to remain in effect on a month-to-month basis until such time as it is cancelled, in writing, by either party hereto or replaced with a subsequent agreement. During said month-to-month basis, all terms and conditions stated herein shall remain in full force and effect.

(4) This Lease may be terminated at any time by the Second Party, without penalty, by giving the State ninety (90) days official notice, as the same is hereinafter defined, or by the State, without penalty, by giving the Second Party ninety (90) days official notice if the Premises is needed for transportation purposes. Upon expiration of said notice period, this Lease shall be null and void and all rights of the Second Party herein shall end and terminate.

(5) It is mutually understood and agreed by the parties hereto that when pages 1 through and including 9 hereof are duly recorded in the City of Danbury land records, the said pages are and shall continue to function as a "Notice of Lease" pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

(6) The Second Party shall carry, and shall ensure that its representative(s) and/or subcontractor(s) carry(ies), insurance during the term of this Lease according to the nature of the work to be performed, specifying that the purpose of the coverage is to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Second Party, its representative(s) and/or subcontractor(s) and/or their employees in the course of its work under or in connection with the subject Lease. Appropriate Certificates for such insurance acceptable to the State, shall be filed with the State prior to the Second Party's performance of contracted services.

The Second Party agrees, and shall ensure that its representative(s) and/or subcontractor(s) agree(s), to secure and maintain for the duration of this Lease, including any supplements thereto and renewals thereof, if any, with the State and Railroad being named as additional insured parties for paragraphs (a) and (b) below, the following minimum liability insurance coverage or coverages regarding the said Premises at no cost to the State or Railroad. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State and Railroad shall be named as additional insureds.

- (a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One

Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injuries to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

- (b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Lease shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the Automobile Liability Insurance coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

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 policies 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 Lease.

(7) The Second Party and/or the Danbury Railway Museum shall inform the State a minimum of sixty (60) days prior to planning a major museum guest attraction at the Premises so the State can evaluate what, if any, impact the proposed event may pose to the State and/or on its contractors, property or transportation resources. The State reserves the right to prohibit said event for any reason, however State approval of the event shall not be unreasonably withheld.

(8) (a) The Second Party shall at all times be obligated to promptly maintain, repair and renew said Premises, and shall, upon notice in writing from the State requiring it so to do, promptly make such repairs and renewals thereto as may be required by the State, or the State, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may, with or without notice to the Second Party, at any time make such repairs and renewals thereto and

furnish such material therefore as it deems adequate and necessary, all at the sole cost and expense of the Second Party.

(b) In the event of an emergency, the Second Party will take immediate steps to perform any necessary repairs, and in the event the Second Party fails so to do, the State will perform said necessary repairs at the sole cost and expense of the Second Party.

(9) It is mutually understood and agreed by the parties hereto that this Lease is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Railroad Lease Specifications & Covenants", Metro-North Commuter Railroad Company version (Standard Specifications), dated December 1, 2011, a copy of which is attached hereto and made part hereof.

(10) It is further mutually understood and agreed by the parties hereto that this Lease is made, in addition to Article (9) hereinabove, subject to the following special specifications and covenants:

(a) The Second Party shall conform to all federal, state and city laws, permits and building and zoning regulations, in regard to the Premises.

(b) The Second Party understands and agrees that the State retains the exclusive right to use of the airspace above the Horizontal Plane of twenty-four (24) feet, within the entire area leased herein.

(c) The Second Party understands and agrees if at any time during the term of this Lease the required Certificate of Insurance, as described herein, is not received within thirty (30) days of its due date, the State shall have the right to automatically terminate this Lease, and the Second Party shall be required to vacate the herein described premises without further notice.

(d) It is understood and agreed that on or before the actual termination date of this Lease, by notice or otherwise, any and all structures, equipment and material of the Second Party now located, or which may be hereafter located on the Premises shall be removed by said Second Party, at its sole expense, if deemed necessary by the State.

(e) Items (22) and (25) of the "Standard Specifications" attached hereto and dated December 1, 2011, are hereby deleted in their entirety.

(f) Item (28) on page 11 of the "Standard Specifications", attached hereto and dated December 1, 2011, is hereby deleted and the following substituted in lieu thereof:

When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal

Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach SEEOR to its subcontracts.

(g) Item (29) on page 12 of the "Standard Specifications", attached hereto and dated December 1, 2011, is hereby amended by deleting the second paragraph and subparagraphs (a) and (b) thereof.

(11) The Second Party, at its own expense, is fully responsible for installing, maintaining and ultimately removing the eight-foot high chain link fence and three (3) gates that surround the Premises.

(12) The Second Party is fully responsible for all costs associated with the operation of the Premises, including, but not limited to, rail yard maintenance, utilities, railroad switch maintenance and maintenance of the security lighting system installed under the terms of the "Original" Agreement.

(13) The Second Party understands and agrees that its, or that of its contractor's, entry onto the railroad right-of-way (outside the Premises) for purposes including, but not limited to, installation of required fencing **must be approved by and coordinated** with the Railroad. All costs of railroad protective services, if deemed necessary, will be at the sole expense of the Second Party. Coordination and approval from the Railroad should be obtained through and/or from Mr. James Y. Hom, Engineer, Metro-North Commuter Railroad Company at (212) 499-4504.

//////////////////////////////////// Last Item //////////////////////////////////////

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Name:

By _____ (Seal)
Eugene J. Colonese
Public Transit Administrator,
Bureau of Public Transportation

Name:

Date: _____

WITNESSES:

SECOND PARTY
City of Danbury

Name:

By _____
Mark D. Boughton
Mayor

Name:

Date: _____

This Agreement is made with the approval of the undersigned pursuant to Sections 4b-3(f), 13b-4(12), and 13b-36(b) of the General Statutes of Connecticut, as revised.

Name:
Title:
For State Property Review Board
State of Connecticut

Date: _____

APPROVED:

Attorney General
State of Connecticut

Date: _____

STANDARD RAILROAD LEASE
SPECIFICATIONS & COVENANTS

December 1, 2011

Metro-North Commuter Railroad Company

Connecticut Department of Transportation
Bureau of Public Transportation
Office of Rail
Property Management Unit

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as 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 is defined as 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 "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Licensee 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 is defined as the State of Connecticut, including the Department of Transportation and any office, department, board, council, commission, institution or other agency or entity of the State.

- (1) The Second Party shall pay the costs of all water, electricity and other public utilities, if any, supplied to the Second Party under this Lease, unless otherwise specified in the Lease.
- (2) The Second Party hereby assumes all taxes, if any, levied or to be levied on the Premises for the tax period coincident with the duration of this Lease. A grant-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) shall be assumed by the Second Party for the period coincident with the duration of this Lease, if such a grant-in-lieu of taxes concerning the Premises is required of the State.
- (3) The Second Party agrees to maintain the Premises in a clean condition, to the satisfaction of the State and to arrange for the orderly use of the Premises. The Second Party further agrees that it shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises and that no accumulation of boxes, barrels, packages, waste paper or other articles

shall be permitted in or upon the Premises. Ice and snow control of the sidewalks, if any, abutting the Premises shall be the obligation of the Second Party.

- (4) The Second Party agrees that no junk shall be permitted to be stored on the Premises. The term "junk" shall mean old or scrap paper, copper, brass, rope, rags, batteries, paper, trash, rubber debris, waste or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel and other old or scrap ferrous or non-ferrous materials.

The Second Party shall not allow any unregistered or abandoned motor vehicles or trailers to remain on the Premises and shall cause the same to be removed. The Second Party shall not allow any boats to be stored on the Premises.

- (5) The Second Party shall not sublet or assign the Premises or any part thereof without receipt of prior written approval of the State and the appropriate Federal Regulatory Agency, if required.

- (6) (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 Lease, 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 Lease. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this Item. The Second Party's obligations under this Item 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 Item shall remain fully in effect and binding in accordance with the terms and conditions of the Lease, 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 Lease, and during the time that any provisions survive the term of the Lease, sufficient general liability insurance to satisfy its obligations under this Lease. 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 contributorily negligent.

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

(g) It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Second Party, unless requested to do so by the State. If this Agreement is between the State and a municipality, the municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the municipality, the municipality shall not use the defense of Governmental Immunity.

- (7) The State shall have the right to inspect the Premises at any time, and to repair, maintain, improve or reconstruct any State facility and/or its appurtenances. The State shall notify the Second Party by letter of its intention, if possible, stating the time when such work is to be performed. However, if an emergency arises, a telephone call from the State shall suffice. The Second Party agrees that upon being notified by the State, the Second Party shall take steps as necessary to have the Premises closed to all persons and cleared of all vehicles.
- (8) The Second Party agrees to enhance the aesthetic appearance of said parcel of land at its own expense, if required by the State, either by the creation of grassed areas and suitable plantings or by some artificial means to beautify

said Premises, subject in either case to written approval of the State. If the Second Party elects to utilize the former course of action, the work shall be completed within the next following "planting season".

- (9) The Second Party shall not erect on-premises signs, displays, or devices on the Premises, except those signs necessary for the proper control and maintenance of the Premises. However, no signs may be erected until written permission is first received from the State.
- (10) If deemed necessary by the State, the Second Party agrees to surface and grade the Premises, as may be required by the State for the maintenance of the hereinabove specified use, at no expense to the State for the duration of this Lease, as approved by the State in writing.
- (11) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, fencing or other device suitable to the State around the Premises, so as to control ingress and egress of vehicles and persons to and from the Premises.
- (12) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable electrical system for the lighting of the Premises. Such electrical system and the Second Party's installation and maintenance thereof, shall not interfere with or damage any of the State facility and/or its appurtenances or impede the operation and maintenance thereof.
- (13) If deemed necessary by the State, the Second Party agrees to install and maintain for the duration of this Lease, suitable devices approved by the State for the protection of all piers or pier columns and appurtenances, if any, located on the Premises, at no expense to the State.
- (14) If deemed necessary by the State, the Second Party agrees to install and maintain, at its own expense, a suitable drainage system for the purpose of draining surface water from the Premises. Such drainage system or the Second Party's installation and maintenance thereof shall not interfere with or damage any portion of the State facility and/or its appurtenances or impede the operation and maintenance thereof.
- (15) The Second Party shall not remove sand, gravel or other fill material from the Premises.
- (16) The Second Party agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the Premises is located, regarding health, nuisance, fire, highways, and

sidewalks, so far as the Premises is or may be concerned.

- (17) The Second Party agrees that no improvements as hereinbefore mentioned or other improvements shall be undertaken until written approval is received from the State, Metro-North Commuter Railroad Company, and/or the appropriate Federal Regulatory Agency, if required. This includes, but is not necessarily limited to, any and all permanent or temporary structures, roadways, site grading, drainage and landscaping. The State shall neither unreasonably delay its decision nor shall it unreasonably withhold its approval.
- (18) Upon termination of this Lease for any reason, the Second Party will vacate the Premises, remove all of its personal property from the Premises at its own expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable use expected, and hereby agrees that no relocation benefits of any kind will be paid to the Second Party by the State, time shall be of the essence.
- (19) It is further agreed that at the termination of this Lease for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the Premises, and shall be the property of the State, or at the State's option, the Second Party shall restore the Premises to the same physical condition existing immediately before the execution of this Lease, at no expense to the State. In the event the Second Party shall not fulfill this obligation within a reasonable time when requested by the State, the State shall, at its option, arrange to have the work done and shall bill the Second Party for all expenses incurred. The Second Party shall promptly pay when billed without recourse.
- (20) The Second Party shall record this Lease, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the Premises exists, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Lease is ready to be recorded. Failure of the Second Party to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Lease without notice.
- (21) It is further mutually understood and agreed by the parties hereto that this Lease shall not be effective until said Lease has been approved by the Attorney General and by the State Properties Review Board of the State of Connecticut, where appropriate.
- (22) ~~The Connecticut Secretary of the State including any successor thereto) is hereby appointed by the Second Party~~

as its service of process for any action arising out of or as a result of this lease, such appointment to be in effect throughout the life of this lease, including any supplements hereto and all renewals thereof, in any, and six (6) years thereafter, except as otherwise provided by Statute.

- (23) The Second Party shall make all payments to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Revenue Accounting Unit, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".
- (24) This Lease 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 Lease as if they had been fully set forth in it. The Lease 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 Lease 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.

(25) Non-discrimination References in this section to "contract" shall mean this "Lease" and references to "contractor" shall mean the "Second Party".

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "gender identity or expression" means a person's gender-related identity, appearance or behavior.

whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with a person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of the person's core identity or not being asserted for an improper purpose.

- v. "good faith" means the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed

in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal government, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the

Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action in respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in

any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928>

(26) The parties acknowledge and agree that nothing in the Lease 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 Lease. To the extent that this section conflicts with any other section, this section shall govern."

- (27) As a condition to receiving federal financial assistance under the Lease, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 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 Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this Lease.
- (28) The Second Party hereby acknowledges and agrees to comply with the Connecticut Requirements for Contract/Agreement Provisions Specific to Equal Employment Opportunity as published in the Connecticut Register, dated March 29, 1999, as may be amended from time to time, a copy of which is attached hereto and made a part hereof.
- (29) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.

The Second Party shall comply with the provisions contained in Section 8-8 of the Connecticut General Statutes, which provides as follows:

- (a) No person hired by the State as a Second Party or independent contractor shall:
- (i) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
 - (ii) Accept another State contract which would impair the independent judgment of the person or the performance of the existing contract;
 - (iii) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.
- (b) No person shall give anything of value to a person hired by the State as a Second Party or independent contractor based on an understanding that the actions of the Second Party or independent contractor on behalf of the State would be influenced.

(30) It is mutually understood and agreed by the parties hereto that any "Official Notice" from one such party to the other such party, 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
P. O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such Notice -

the person(s) acting herein as signatory for the
Second Party receiving such Notice;

(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 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 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; 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.

(31) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Lease

specifically granted herein by the State to the Second Party, if any, shall only be exercised by the Second Party by causing Notice in the form and manner herein specified, to be received by the State not less than sixty (60) days prior to the effective date of such extension.

- (32) Suspended or debarred contractors, second parties, consulting engineers, 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 judgment 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 government 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, the 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 participant(s) 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 participant(s) are unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.
- (34) 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.
- (35) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended,

42 U.S.C. § 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the leased property.

- (36) For purposes of this paragraph, the term "State" shall mean the agency through which this Lease was entered into on behalf of the State of Connecticut. The Second Party, for a period of ten (10) years following the date of termination of this Lease, shall maintain copies of all records required by law to be generated by it with respect to environmental conditions on the Premises which are the subject of this Lease, and of all incidents impacting same ("Event"). For purposes of this Lease, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law. Within twenty-four (24) hours following the occurrence of any Event, the Second Party shall notify the State of same in writing. Said notification to the State shall be in addition to, and not in lieu of, any and all other record keeping and reporting requirements imposed upon the Second Party by law. Upon written request by the State, the Second Party shall permit the State to inspect the Premises any and all records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. The Second Party hereby waives any claim of privilege that may attach to said records.
- (37) All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.
- (38) In addition to Item (6) hereinabove, the Second Party hereby

agrees as follows: The Second Party shall or if the Second Party is one of several lessees, the Second Party and the lessees shall jointly and severally, protect, indemnify, defend, and hold harmless the State, Metro-North Commuter Railroad Company and any of their officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Second Party, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Second Party.

- (39) The parties deem the Lease 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 Lease 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.
- (40) 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.
- (41) In consideration of the execution of this Lease by and between the State as Landlord and the Second Party, as Tenant for certain PREMISES identified in this Agreement, at the request of the undersigned and in reliance on this

guaranty, the undersigned jointly and severally guarantee unto the Landlord, its successors and assigns, the prompt payment of all rent, whether base rent or additional rent, and the performance of all of the obligations set forth herein required of the Tenant, hereby waiving any and all notice of default. The undersigned jointly and severally further agree to pay to the Landlord all expenses incurred by it in enforcing this guaranty or in enforcing the obligations of the Tenant under the terms of this Lease.

- (42) The Lease, when fully executed by both parties and this "STANDARD RAILROAD LEASE SPECIFICATIONS & COVENANTS", together constitute the entire agreement between the parties hereto 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 Lease shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

Rev. 12/1/11; RJB

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



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

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

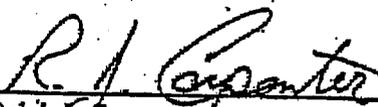
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training 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)



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

RECORDED IN _____ LAND RECORDS
AT VOLUME _____ PAGE _____

Agreement No. 1.31-01(11)

**LICENSE AGREEMENT
FOR PRIVATE RAILROAD GRADE CROSSING**

BETWEEN

**THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

AND

THE CITY OF DANBURY

RAIL FILE NO. (34) 7001-MISC-961A

THIS LICENSE AGREEMENT, concluded at Newington, Connecticut, this day of , 2012, by and between the State of Connecticut, Department of Transportation, Eugene J. Colonese, Public Transit Administrator, Bureau of Public Transportation, duly authorized, hereinafter referred to as the "State", and the City of Danbury, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut and having a principal place of business at City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, Mayor, hereunto duly authorized, hereinafter referred to as the "Licensee".

WITNESSETH, THAT:

WHEREAS, on December 21, 1994, the State and the Licensee entered into a License Agreement, No. 11.15-02(94), for various occupations within the Danbury Rail Yard in Danbury, Connecticut, that included a private at-grade crossing, hereinafter referred to as the CROSSING, and

WHEREAS, both parties now desire to replace the aforementioned License Agreement with two new Agreements such that all terms and conditions associated with the CROSSING are contained in its own separate license agreement, and

WHEREAS, the State has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, KNOW YE:

The State does hereby grant to the Licensee, subject to all the stipulations, restrictions, specifications and covenants herein contained, the right to reconstruct, utilize, repair, maintain and ultimately remove an up to twenty-foot (20') wide, fifty-eight foot (58') long CROSSING located within the railroad right-of-way of the Danbury Branch's Railroad Yard's Loop Track in Danbury, Connecticut, at Station Point 8+90, more or less, as shown herein on the sketch on page 11a, entitled: "City of Danbury, Sketch Showing Land Licensed to City of Danbury by the State of Connecticut, Valuation Map 58-66-129, Scale 1" = 100', Jan 2011, Bureau of Public Transportation - Office of Rail Operations", Town No. 34, Project No. 7001-MISC, Serial No. 961A, Sheet 1 of 1.

The CROSSING shall be constructed at the location depicted in said sketch and any deviation in location shall require the prior written approval of the State.

1. The term of this Agreement shall commence on the date this Agreement is "Approved As To Form" by the Attorney General, State of Connecticut, and shall continue until terminated by the Licensee, without penalty, by giving the State ninety (90) days official written notice, as the same is hereinafter defined, or by the State, without penalty, by giving the Licensee ninety (90) days written notice in the event the CROSSING is required for transportation purposes. Upon expiration of said notice period, this Agreement shall be null and void and all rights of the Licensee herein shall end and terminate. Notwithstanding the notice period in this clause, the State reserves the right to terminate this Agreement at any time upon violation of any of the terms hereof by the Licensee.

2. The Licensee shall pay to the State, upon the execution hereof, the sum of Zero Dollars (\$0.00) as a one-time service charge to defray the costs and expenses incidental to the preparation of this Agreement, together with the further non-refundable annual rental fee of Zero Dollars (\$0.00), payable by or before the first day of the anniversary date of this Agreement, as rent for use of the CROSSING herein licensed.

3. It is mutually understood and agreed by the parties hereto that when pages 1 through and including 11 hereof are duly recorded in the City of Danbury land records, the said pages are and shall continue to function as a "Notice of Lease" pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

4. The CROSSING shall be a private one, and the Licensee shall not permit it to be used except by the Licensee, its officers, employees, agents, and other persons having business or visiting with the Licensee. The word "CROSSING" when used herein shall also include any appurtenances thereof.

5. (a) All materials and all work herein contemplated shall be furnished and performed by Metro-North Commuter Railroad Company ("Railroad") at the sole cost and expense of the Licensee, and at such time and in such manner as shall be approved by the State and Railroad; or the State or Railroad may, at its option, from time to time, furnish and provide such materials and do and perform such work or any part thereof at the sole risk of the Licensee and in accordance with the provisions of Article 11 hereof.

(b) The CROSSING and access road shall also include adequate drainage facilities necessary or appropriate for the prevention of flooding or any other kind of water damage in the general area, which drainage facilities shall be installed, repaired, maintained and cleaned by the Railroad at the sole cost and expense of the Licensee.

6. The Licensee shall carry, and shall ensure that its representative(s) and/or subcontractor(s) carry(ies), insurance during the term of this Agreement according to the nature of the work to be performed, specifying that the purpose of the coverage is to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Licensee, its representative(s) and/or subcontractor(s), and/or their employees in the course of its work under or in connection with the subject Agreement. Appropriate Certificates for such insurance acceptable to the State, shall be filed with the State prior to the Licensee's performance of contracted services.

The Licensee agrees, and shall ensure that its representatives and/or subcontractor(s) agree(s), to secure and maintain for the duration of this Agreement, including any supplements thereto and renewals thereof, if any, with the State and Railroad being named as additional insured parties for paragraphs (a) and (b) below, the following minimum liability insurance coverage or coverages regarding the CROSSING at no cost to the State or the Railroad. In the event the Licensee secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State and the Railroad shall be named as additional insureds.

(a) Commercial General liability Insurance, including Contractual Liability Insurance, providing a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons in any one accident or occurrence, and for all damages arising out of injury to, or destruction of, property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, all persons in all accidents or occurrences and out of injury to, or destruction of, property during the policy period; and

(b) The operation of all motor vehicles, including those hired or

borrowed, used in connection with this License shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the Automobile Liability Insurance coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000); and

(c) With respect to all operations the Licensee performs and all those performed for the Licensee by its representative(s) and/or subcontractors, the Licensee shall carry, and shall ensure that its representative(s) and/or subcontractors carry, Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and of the laws of the United States, respectively.

In conjunction with the above, the Licensee 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 and policies shall be in accordance with the terms of the said Certificate of Insurance.

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

7. (a) The Licensee shall at all times maintain, repair and renew the CROSSING and all facilities used in connection therewith, and keep the flangeways in the CROSSING free and clear of dirt, ice, snow and debris, and shall in any event, upon notice in writing from the State requiring the Licensee to do so, promptly make such repairs or renewals thereto as may be required by the State; or the State, for the purpose of protecting and safeguarding its property, traffic, employees or patrons, may at any time, with or without prior notice to the Licensee, provide necessary materials for and perform any work of maintenance, repair or renewal thereof in accordance with the provisions of Article 11 hereof.

(b) The Licensee, when performing any work at the CROSSING, shall furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks on the approach of any moving equipment on the tracks.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the State should deem CROSSING flagmen or watchmen desirable or

necessary to properly protect the CROSSING, the State or the Railroad may place flagmen or watchmen there at the sole risk, cost and expense of the Licensee who covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the State or the Railroad, upon demand, in accordance with the provisions of Article 11 hereof. The furnishing or failure to furnish flagmen or watchmen by the State or the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

8. The State or the Railroad shall have the right from time to time, at the sole cost and expense of the Licensee, to take up and replace all or any part of the CROSSING in order to maintain, repair or renew track facilities within the CROSSING area and to bill the Licensee therefor in accordance with the provisions of Article 11 hereof.

9. In the event the State shall be required, or may desire at any time, to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities, the Licensee shall, without cost or expense to the State, and within thirty (30) days after service of notice, in writing, requiring the Licensee to do so, make such adjustments or relocations to the CROSSING herein provided for, as may in the opinion of the State be necessary and adequate.

10. The State shall have the right at all times to paramount use of its track(s) and right-of-way or property at the CROSSING, and the Licensee shall exercise the greatest care in the use of the CROSSING and access road and shall require the Licensee's officers, employees and agents, and others permitted hereunder to use the CROSSING and access road likewise to exercise the greatest care in the use of the CROSSING.

11. (a) The Licensee shall erect, maintain and renew appropriate signs, or notices, satisfactory to the State, setting forth the fact that the CROSSING is private, and shall take such further steps as may be necessary to prevent unauthorized persons from entering upon or using the CROSSING for any purpose whatsoever.

(b) If it so desires, the State may at any time install, maintain and renew standard grade crossing signs, and the Licensee hereby agrees to pay all costs and expenses incidental to the installation, maintenance and renewal thereof in accordance with the provisions of Article 11 hereof.

(c) The Licensee shall take or cause to be taken such precautionary measures as may be necessary to avoid injury to or death of persons or damage to or destruction of property at the CROSSING, and, if the State or the Railroad should at any time, and from time to time, request the Licensee to take any other measures or to furnish any form of protection (either new or additional protection) at the CROSSING, the Licensee, at its sole cost and expense, shall promptly cause the protection requested or redirected by the State or the Railroad, to be installed and maintained. In the event the Licensee fails promptly to do so, the State or the Railroad may, at its

option, install and maintain such protection as in its judgment may be necessary, and the Licensee hereby agrees to pay in the first instance, or to reimburse the State or Railroad, the cost and expense thereof, in accordance with the provisions of Article 11 hereof.

(d) If required by the State, the Licensee shall also, at its sole risk, cost and expense, erect, maintain, repair and renew appropriate lock-type chain barricades or gates on both sides of the CROSSING satisfactory to the State, which shall be suitably situated and shall be kept closed and locked at all times when the CROSSING is not in actual use.

(e) In any event, the sole responsibility for protecting the aforesaid CROSSING from the standpoint of safety and the duty of otherwise policing the CROSSING shall rest exclusively on the Licensee at all times and under all circumstances.

(f) If it is deemed necessary by the State, pursuant to Section 13b-292 of the Connecticut General Statutes, as revised, or federal or municipal authorities, or any other governing body, to install automatic protection at the CROSSING, said automatic crossing protection shall be installed, maintained and ultimately removed by the State or the Railroad at the sole cost and expense of the Licensee.

12. All costs and expenses in connection with the reconstruction, maintenance, repair, alteration, renewal, relocation and removal of said CROSSING shall be borne by the Licensee, and in the event of work being performed or material furnished by the State or the Railroad under the stipulated right to perform such work of reconstruction, maintenance, repair, alteration, renewal, relocation or removal under any Article hereof, the Licensee agrees to pay to the State or the Railroad the actual cost of material plus the current applicable overhead percentage(s) for storage, handling, transportation, purchasing and other related material management expenses, and the actual cost of labor plus the current applicable overhead percentage(s) as developed and published by the Revenue Accounting Unit of the State for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the State or the Railroad on the said CROSSING. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by the State or the Railroad.

13. If applicable, the Licensee shall assume full responsibility for accuracy of all products of its Work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

14. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Railroad License Specifications & Covenants For Wire, Pipe, Cable and/or Private Railroad Grade Transverse Crossings and/or Longitudinal Occupations within the Railroad Right of Way", Metro-North Commuter Railroad Company edition, dated December 1, 2011, (Standard Specifications) which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same were incorporated herein, it being understood and agreed by the parties hereto that the said Standard Specifications is and shall remain on file in the offices of the State and of the Licensee identified on page 1 hereof.

15. Notwithstanding any other provisions of this Agreement, in the event the Licensee shall fail to fully, faithfully and strictly comply with the provisions of Items (1) and (2) of the Standard Specifications, all rights and privileges herein granted shall automatically cease and terminate and the State shall have the immediate right (without notice to the Licensee) to barricade and remove said CROSSING at the expense of the Licensee in accordance with the terms of Article 11 of this Agreement.

16. It is further mutually understood and agreed by the parties hereto that this Agreement is made, in addition to Article 14 hereinabove, subject to the following special specifications and covenants:

(a) It is expressly understood and agreed by the Licensee that if any time during the term of this Agreement the required Certificate of Insurance, as described herein, is not received within thirty (30) days of its due date, the State shall have the right to automatically terminate this Agreement, and the Licensee shall be required to vacate the herein described premises without further notice.

(b) The Licensee agrees to pay the State its costs for collecting any fee that may become due under the terms of this Agreement including, but not limited to, its Attorney's fees and court costs.

(c) The Licensee understands and agrees that the State retains the exclusive right to use of the airspace above the Horizontal Plane of twenty-four (24) feet, within the entire area licensed herein.

(d) Item (11) on page 4, Item (13) on pages 5 through 8, and Item (20) on page 10 of the "Standard Specifications" attached hereto and dated December 1, 2011, are hereby deleted in their entirety.

(e) Item (16) on page 8 of the "Standard Specifications", attached hereto and dated December 1, 2011, is hereby deleted and the following substituted in lieu thereof:

When the Municipality receives State or Federal funds it shall incorporate

the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach SEEOR to its subcontracts.

(f) Item (17) on pages 8 and 9 of the "Standard Specifications", attached hereto and dated December 1, 2011, is hereby amended by deleting the second paragraph and subparagraphs (a) and (b) thereof.

//////////////////////////////////// Last Item //////////////////////////////////////

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Name:

By _____ (Seal)

Eugene J. Colonese
Public Transit Administrator,
Bureau of Public Transportation

Name:

Date: _____

WITNESSES:

LICENSEE
City of Danbury

Name:

By _____

Mark D. Boughton
Mayor

Name:

Date: _____

STATE OF CONNECTICUT)

) ss: Newington

_____ A.D., 2012

COUNTY OF HARTFORD)

Personally appeared for the State, Eugene J. Colonese, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Public Transit Administrator, Bureau of Public Transportation, before me.

My Commission Expires: _____

Notary Public

STATE OF CONNECTICUT)

) ss: _____

_____ A.D., 2012

COUNTY OF)

Personally appeared for the Licensee, Mark D. Boughton, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the City of Danbury, and his free act and deed as Mayor, before me.

My Commission Expires: _____

Notary Public

Agreement No. 1.31-01(11)

This Agreement is made with the approval of the undersigned pursuant to Section 13b-36(b) of the General Statutes of Connecticut, as revised.

Attorney General
State of Connecticut

Date: _____

STANDARD RAILROAD LICENSE

SPECIFICATIONS & COVENANTS

FOR WIRE, PIPE, CABLE AND/OR PRIVATE GRADE TRANSVERSE CROSSINGS AND/OR
LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY

December 1, 2011

Metro-North Commuter Railroad Company

Connecticut Department of Transportation
Bureau of Public Transportation
Office of Rail
Property Management Unit

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as 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 "Licensee Parties" as used herein is defined as a licensee'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 Licensee is in privity of oral or written contract and the Licensee intends for such other person or entity to perform under the Agreement in any capacity.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Licensee 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 is defined as the State of Connecticut, including the Department of Transportation and any office, department, board, council, commission, institution or other agency or entity of the State.

- (1) The Licensee hereby releases and waives all right or alleged right at any time to ask for or demand damages from the State or its employees, that have occurred or may occur to the Licensee, to the FACILITIES or to any property owned by or in possession or control of the Licensee, or the Licensee's officers, employees or agents, while in or upon the FACILITIES, including loss of use thereof, and whether or not due to the fault, failure or negligence of the State; and the Licensee further covenants and agrees to indemnify, protect and save harmless the State from and against all loss, cost, damage and expense, and claims and demands therefor, caused by or in connection with the presence, location, use, construction, condition, maintenance, repair, renewal, or removal of the FACILITIES, or the facilities of the Licensee used in connection therewith, or injury or damage caused thereto or thereby, and whether to the property of the State or to property in its possession, control or custody, to its employees, patrons or licensees, or to persons or property of others who may seek to hold the State liable therefor, and whether attributable in whole or in part to the fault, failure or negligence of the State.
- (2) (a) The Licensee 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 Licensee or Licensee 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 Contract. The Licensee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Licensee'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 Licensee'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 Licensee 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 Licensee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Licensee or any Licensee Parties. The State shall give the Licensee reasonable notice of any such Claims.

(d) The Licensee'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 Licensee 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 Licensee 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 Licensee 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 contributorily negligent.

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

- (3) 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 section conflicts with any other section, this section shall govern.
- (4) The burden of obtaining all permits and approvals which may be necessary or appropriate shall be upon the Licensee and shall be at the sole risk, cost and expense of the Licensee whose responsibility it shall be to comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the State, and the Licensee hereby agrees to indemnify, protect and save harmless the State.
- (5) The Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the

part of the State.

- (6) As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the State or its property by reason of the construction of said FACILITIES of the Licensee, and the Licensee further covenants and agrees to pay to the State promptly when billed therefor, the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the State or its property by reason of the construction and maintenance of said FACILITIES of the Licensee.
- (7) The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer thereof shall be made, or other use be permitted than for the purpose stated herein without the prior consent and agreement in writing of the State.
- (8) The Licensee agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the said FACILITIES is located, regarding health, nuisance, fire, highways, and sidewalks, so far as the said FACILITIES is or may be concerned.
- (9) It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the site and shall be the property of the State, or at the State's option, the Licensee shall restore the site to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Licensee shall not fulfill this obligation within a reasonable time when requested by the State, the State shall, at its option, arrange to have the work done and shall bill the Licensee for all expenses incurred. The Licensee shall promptly pay when billed without recourse.
- (10) The Licensee shall record this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the said FACILITIES is located, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Licensee to record the document(s) as specified herein, shall be sufficient grounds for the State to terminate this Agreement without notice.
- (11) The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Licensee as its agent for service of process on any action arising out of or as a result of this Agreement, such appointment to remain in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.
- (12) The Licensee shall make all payments to the State by check, made payable to "Treasurer, State of Connecticut" and addressed to the "Revenue Accounting Unit, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".
- (13) ~~Non-discrimination. References in this section to "contract" shall mean this "License" and~~

references to "contractor" shall mean the "Licensee".

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - v. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - viii. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal

governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of

~~Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.~~

- (14) 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 Licensee's request, the Department shall provide a copy of these orders to the Licensee.
- (15) As a condition to receiving federal financial assistance under the License, if any, the Licensee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 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 Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments attached hereto, all of which are hereby made a part of this License.
- (16) The Licensee hereby acknowledges and agrees to comply with the Connecticut Required Contract Agreement Provisions Specific Equal Employment Opportunity Responsibilities", dated March 2, 2009, a copy of which may be amended from time to time, a copy of which is attached hereto and made a part hereof.
- (17) The Licensee hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.

The Licensee shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a licensee or independent contractor shall:

- (i) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract to obtain any benefit for the person, an employee of the person or a member of the immediate family of any such person or employee;

- DOES NOT APPLY**
- (ii) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract;
 - (iii) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a licensee or independent contractor based on an understanding that the actions of the Licensee or independent contractor on behalf of the State would be influenced.

(18) It is mutually understood and agreed by the parties hereto that any "Official Notice" from one such party to the other such party, 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 Licensee is to receive such Notice -

The person(s) acting herein as signatory for the Licensee;

(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.

- (19) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Licensee, if any, shall only be exercised by the Licensee by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days prior to the effective date of such extension.
- (20) (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Licensee's and Licensee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Licensee shall maintain and shall require each of the Licensee Parties to maintain, accurate and complete Records. The Licensee shall make all of its and the Licensee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Licensee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Licensee shall keep and preserve or cause to be kept and preserved all of its and Licensee Parties' Records until three (3) years after the date of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Licensee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Licensee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Licensee shall cooperate with an exit conference.
- (f) The Licensee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Licensee Party.
- (21) Suspended or debarred contractors, licensees, consulting engineers, 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 Licensee shall constitute certification that to the

best of its knowledge and belief the Licensee 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 judgment 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 government 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 Licensee is unable to certify to any of the statements in this certification, the Second Party shall attach an explanation to this Agreement.

The Licensee 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 participant(s) certify, by submission of its/their proposal, that neither its/their principals is 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 participant(s) are unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.

(22) This clause applies to those Licensees 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 Licensee represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Licensee 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 Licensee. The Licensee 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 Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

- (23) "Environmental Laws" shall mean and include any federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Federal Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq., and all rules and regulations of the United States Environmental Protection Agency, or any other state, local or federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

"Hazardous Substances" shall mean any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

The Licensee shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Licensee shall not store, generate or use any Hazardous Substances at, on, or under the FACILITIES.

- (24) In addition to Item (2) of these Standard Specifications, the Licensee hereby agrees as follows:

The Licensee shall or if the Licensee is one of several licensees, the Licensee shall jointly and severally, protect, indemnify, defend, and hold harmless the State, Metro-North Commuter Railroad Company and any of their officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by any person or entity or other source whether related or unrelated to the Licensee, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to the Licensee.

- (25) All the Licensee's obligations hereunder shall survive this Agreement or any other agreement or action, including, without limitation, any consent decree, or order, between the Licensee and the government of the United States or any department or agency thereof, the State and/or the Municipality.
- (26) The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut, 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. Both parties agree that it is fair and reasonable for the validity and Connecticut. The Licensee 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.
- (27) It is further understood and agreed by the parties hereto, that the Licensee shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Licensee, unless requested to do so by the State. If this Agreement is between the State and a municipality, the municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the municipality, the municipality shall not use the defense of Governmental Immunity.
- (28) The Licensee 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 Licensee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- (29) Drainage: Occupancies shall be designed, and their construction shall be accomplished, so that adequate and uninterrupted drainage of railroad right-of-way is maintained. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, then temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Metro-North Commuter Railroad Company. Upon completion of the work, the temporary facilities shall be removed and permanent facilities restored.
- (30) In consideration of the execution of this License by and between the State and the Licensee for certain FACILITIES identified in this Agreement, at the request of the undersigned and in reliance on this guaranty, the undersigned jointly and severally guarantee unto the State, its successors and assigns, the prompt payment of all fees, whether base fees or additional fees, and the performance of all of the obligations set forth herein required of the Licensee, hereby

waiving any and all notice of default. The undersigned jointly and severally further agree to pay to the State all expenses incurred by it in enforcing this guaranty or in enforcing the obligations of the Licensee under the terms of this License.

- (31) This Agreement, when fully executed by all parties, and this "STANDARD RAILROAD LICENSE SPECIFICATIONS & COVENANTS FOR WIRE, PIPE, CABLE, AND/OR PRIVATE GRADE TRANSVERSE CROSSINGS AND/OR LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY", together constitute the entire agreement between the parties hereto 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.

Rev. 12/1/11; RJB

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.



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

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) is prohibited from representing anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest.

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

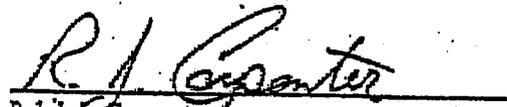
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training 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)


Ralph E. Carpenter
COMMISSIONER

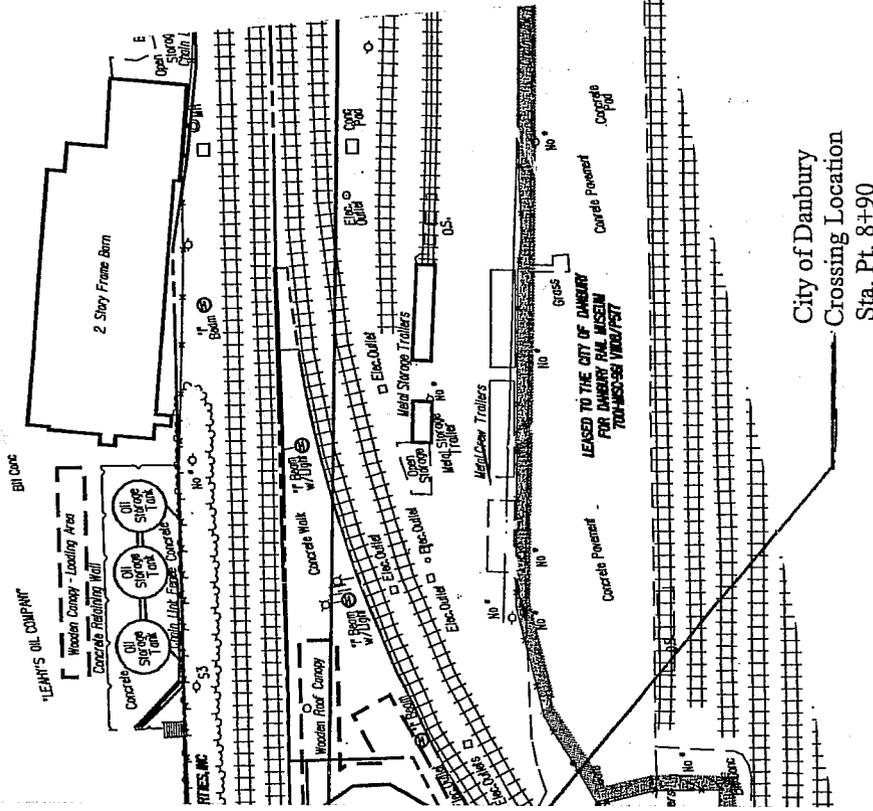
Attachment

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

To Brookfield Junction →



This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

This sketch is an estimate only and not to scale.

CITY OF DANBURY
Sketch Showing Land Licensed to
City of Danbury
By
THE STATE OF CONNECTICUT
Valuation Map 58-66-129

Scale 1" = 100'

January 2011

Bureau of Public Transportation - Office of Rail Operations

TOWN NO. 34
PROJECT NO. 7001-MISC-
SERIAL NO. 961A
SHEET NO. 1 of 1

Drawn By: R. Boremski Date: 1/26/11
Checked By: J. Thomas Date: 1/26/11