

May 15, 2023

Melanie Bachman, Esq.  
Executive Director  
Connecticut Siting Council  
Ten Franklin Square  
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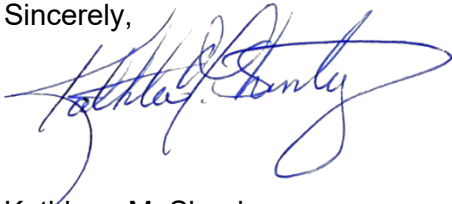
Re: Petition No. 1560 - Norwalk Bridge Transmission Relocation Project

Dear Ms. Bachman,

This letter provides an original and 15 copies of the responses to the requests for information listed below:

Responses to CSC-02 Interrogatories, dated May 2, 2023  
CSC-002-58 through CSC-002-73.

Sincerely,



Kathleen M. Shanley  
Manager – Transmission Siting

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 58**

Referencing the response to Council Interrogatory 2, submit the Cost Sharing Agreement with the Connecticut Department of Transportation (CDOT), dated July 22, 2021.

**Response:**

The Cost Sharing Agreement with the Connecticut Department of Transportation (CDOT), dated July 22, 2021 is attached.

**TRANSMISSION LINE RELOCATION**  
**COST SHARING AGREEMENT**  
**RAIL FILE NO. (102)7001-MISC-163(a)**  
**STATE PROJECT NO. 00301-00500**

THIS TRANSMISSION LINE RELOCATION COST SHARING AGREEMENT (the "**Agreement**") is made and entered into as of the 22 day of July, 2021, by and between **THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, JOSEPH GIULIETTI COMMISSIONER**, acting herein by Richard W. Andreski, Bureau Chief, Bureau of Public Transportation, duly authorized (herein referred to as the "**State**"), and **THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY** (herein referred to as the "**Utility**"). The State and the Utility are herein collectively referred to as the "**Parties**", and individually referred to as a "**Party**".

**W I T N E S S E T H:**

WHEREAS, the State and the Utility are parties to a certain Amended and Restated Transmission Line Agreement dated as of May 5, 2000 (the "**Transmission Line Agreement**"), a fully executed copy of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the terms of Article X of the Transmission Line Agreement, the State and the Utility agreed to share, on an equal basis (i.e., 50%/50%), the costs of one relocation of the Transmission System (as such term is defined in the Transmission Line Agreement) at each of the two bridge crossings of the Saugatuck River and the Norwalk River; and

WHEREAS, the State has completed plans for the Walk Bridge Replacement Project in the City of Norwalk, Connecticut, State Project No. 00301-00176 (the "**Walk Bridge Project**"); and

WHEREAS, it has been determined by the State and the Utility that the Transmission System is in conflict with the proposed construction of said Walk Bridge Project; and

WHEREAS, the State and the Utility pursuant to the terms of the Transmission Line Agreement now desire to undertake the work required to relocate the portion of Transmission System that is currently located at the Walk Bridge, to an alternative location (collectively referred to as the "**Transmission Line Relocation Project**" or the "**Project**"); and

WHEREAS, the State has designated the Project as State Project No. 00301-00500; and

WHEREAS, the State desires to reimburse the Utility and the Utility desires to reimburse the State for the Transmission Line Relocation Project pursuant to Article X of the Transmission Line Agreement; and

WHEREAS, pursuant to Section 13b-36 of the Connecticut General Statutes, as revised, the State, acting by its Commissioner of Transportation, is authorized to enter into this Agreement for the improvement of transportation services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. As used herein, initially capitalized terms shall have the meanings ascribed to them in the Transmission Line Agreement, unless defined in this Agreement, in which case the definition set forth in this Agreement shall govern.

2. Construction. The Transmission Line Relocation Project shall be constructed and completed in accordance with the final construction drawings that shall be approved by the State and the Utility, which upon such approval shall become the "**Approved Plans**".

3. Cost Sharing.

3.1. Authorized Transmission Line Relocation Project Costs. Each Party shall bear fifty percent (50%) of the following costs and expenses related to, and/or incurred by either Party in connection with, either Party's Work (as defined herein) in connection with below items (a) - (i) for the Transmission Line Relocation Project (collectively, the "**Authorized Transmission Line Relocation Project Costs**"):

(a) the design and engineering of the Transmission Line Relocation Project;

(b) the project support services in furtherance of Work on the Transmission Line Relocation Project, including, but not limited to, project management, planning, controls, procurement, contract management and support of both the design and engineering phase and the construction phase of the Transmission Line Relocation Project, environmental licensing and permitting, siting and outreach coordination, legal support, administrative services and construction monitoring field services;

(c) the acquisition of major equipment and line components such as conductor and underground cable, new overhead line support structures, and

other items as well as all associated materials (including applicable sales and/or use taxes) necessary to complete construction of the Transmission Line Relocation Project;

(d) the acquisition of any temporary property rights necessary for the duration of the construction of the Transmission Line Relocation Project in accordance with the Approved Plans, and relocation of the Transmission System in accordance with the Approved Plans;

(e) the construction of the Transmission Line Relocation Project, including, without limitation, the construction and installation of the Transmission System in accordance with the Approved Plans;

(f) the cost of the work to remove the existing conductor and other Transmission System equipment components that are currently attached to the State's Walk Bridge and/or attached to the adjacent or nearby railroad structures, i.e., the Transmission System facilities between Bonnet Structures 523 to 535 (such removal work is referred to collectively as the "**Removal Work**");

(g) the testing and commissioning of the relocated Transmission System as a part of the Transmission Line Relocation Project;

(h) all of the internal labor, costs, expenses and overheads incurred by either Party in connection with items (a) – (g) above (collectively "internal costs"), relating to this Agreement and the Transmission Line Relocation Project; and

(i) all other costs and expenses reasonably incurred by either Party in connection with the Transmission Line Relocation Project and not covered by items (a) – (h) above, provided that the sharing in such costs and expenses is not contrary to the terms of the Transmission Line Agreement.

3.2. **Disputed Costs.** The Parties acknowledge that, as of the date of execution of this Agreement, the State has not agreed that certain of the costs identified by the Utility as costs to be incurred by it in connection with the Utility's Work on the Transmission Line Relocation Project constitute Authorized Transmission Line Relocation Project Costs under the terms of the Transmission Line Agreement, which disputed categories of the Utility's anticipated costs are costs associated with (a) the Utility's acquisition of permanent property rights in connection with the Transmission Line Relocation Project, (b) the Utility's AFUDC, and (c) the Utility's (or its contractors' and/or subcontractors') identification, handling, management, remediation, storage, removal and disposal of Hazardous Substances encountered in construction (collectively, the "**Disputed Costs**"). The Utility disagrees with the State regarding whether the Disputed Costs are valid "shared" costs of the relocation of the Transmission System under the terms of the Transmission Line Agreement, but wishes, in the interest of time, to defer the resolution of this issue to a later date. The Parties hereby agree that a final

determination of whether all or any portion of the Disputed Costs constitute Authorized Transmission Line Relocation Project Costs shall be deferred and shall be subject to the dispute resolution provisions of the Transmission Line Agreement. Until such time that agreement is reached between the Utility and the State regarding whether the Disputed Costs constitute Authorized Transmission Line Relocation Project Costs or, alternatively, until a court or other authority of competent jurisdiction makes a final ruling with respect to such issue regarding Disputed Costs, the Utility shall account for such Disputed Costs as incurred by the Utility in the same manner as with respect to all other Authorized Transmission Line Relocation Project Costs, but shall not include the amount of such Disputed Costs in its invoices to the State under Section 3.5 hereof. When and if such Disputed Costs (or portion thereof) are agreed by the Parties or determined to be Authorized Transmission Line Relocation Project Costs, all (or the agreed or determined portion, if applicable) of such Disputed Costs shall be deemed to be Authorized Transmission Line Relocation Project Costs of the Utility, and the Utility shall invoice the State for (and the State shall be obligated to promptly reimburse the Utility for) an amount equal to fifty percent (50%) of such agreed or determined Disputed Costs. Nothing contained in the foregoing provision will be construed or interpreted to constitute a waiver sovereign immunity by the State.

3.3. **Railroad Facilities.** As provided in Article X(b)(ii) of the Transmission Line Agreement, "the State will be solely responsible for the costs of relocating, rebuilding or restoring railroad facilities without any sharing or reimbursement from the Power Company" and the State hereby acknowledges that these costs shall not be included in the amount of Authorized Transmission Line Project Costs or included for cost sharing purposes in this Agreement.

3.4. **Preliminary Budget.** The State and the Utility have agreed on an estimated preliminary budget for the Project equal to \$43,040,452, which includes the estimated costs for the Utility's Work on the Transmission Line Relocation Project of \$39,401,636 and the estimated costs for the State's Removal Work on the Transmission Line Relocation Project of \$3,638,816 (the "**Preliminary Budget**"). A copy of the Preliminary Budget is attached hereto as **Attachment I** and made a part of this Agreement. The Preliminary Budget shall be revised, as necessary, after the award of the major construction services and equipment/materials procurement contracts for the construction of the Transmission Line Relocation Project to better estimate the total cost of the Transmission Line Relocation Project (such revised Preliminary Budget being herein referred to as the "**Revised Budget**"). Once finalized and approved by both Parties, the Revised Budget shall become a part of this Agreement and shall replace the Preliminary Budget attached as **Attachment I**. The Revised Budget shall also set forth estimated durations for the construction phase of the Transmission Line Relocation Project. If either Party recognizes that actual costs will exceed that Party's Revised Budget for the Project, then such Party shall notify the other Party in writing of such expected excess and provide an explanation of such expected overage. Before incurring any cost or expense resulting from a significant change in, or addition to, the Project

scope of work in excess of the sum of Two Hundred Thousand Dollars (\$200,000) that is not covered by the Revised Budget, the Party that will incur such cost or expense shall brief the other Party in writing about the proposed cost or expense to be incurred in connection with the Transmission Line Relocation Project, including (i) the scope of the work to be performed, (ii) the estimated duration of such work, and (iii) the total estimated budget for the cost or expense, and obtain the consent of the other Party.

(a) **Commencement.** The Utility shall commence the procurement and construction phases of the Work promptly upon the State's issuance of a written Notice to Proceed to the Utility for such Work.

(b) **Notice to Proceed.** By issuance and acceptance of the Notice to Proceed, the Parties each accept the obligations to commence, continue diligently, and complete their respective portions of work on the Transmission Line Relocation Project using resources contracted and/or self-performed by such Party (the "**Work**") in accordance with all requirements of the Transmission Line Agreement, this Agreement, the Connecticut Siting Council's, the Connecticut Department of Energy and Environmental Protection's, and other Connecticut and United States regulatory agencies' rulings, approvals and regulations, as well as applicable law. For the avoidance of doubt, all references herein to the State's Work on the Project shall refer to the Removal Work.

3.5. **Reimbursement.** Each Party shall pay, in accordance with the terms and conditions of the underlying contracts or engagements entered into by it with respect to the Transmission Line Relocation Project, for the cost of its respective Work on the Project on a current basis, and shall provide the other Party with appropriate evidence that the paying Party has incurred and paid for such applicable Authorized Transmission Line Relocation Project Cost for such completed Work. The Parties anticipate that the Utility will incur the majority of the costs allocated to and associated with the design and construction of the Project, with the State incurring costs of the Removal Work and its project oversight and monitoring of the Project. The cost sharing payments provided for under this Agreement shall be payable at the following times and in the following manner:

(a) **Initial Cost Sharing Payment.** At such time that the design and engineering phase of the Transmission Line Relocation Project is completed, (i) the Utility shall issue to the State an invoice for an amount equal to fifty percent (50%) of the total actual cost incurred and paid by the Utility with respect to the design and engineering phase of the Project, and the State shall issue to the Utility an invoice for an amount equal to fifty percent (50%) of the total actual cost incurred by the State with respect to its review and monitoring of the design and engineering phase of the Project, with such invoices each including such supporting documentation (including a thorough summary sheet of the related internal cost allocation and third-party invoices) as the other Party may reasonably request. Each Party shall pay to the other Party, in immediately available funds, the amount owed less a "holdback" amount equal to 2.5% of such

amount owed (the "**Holdback Amount**") within thirty (30) calendar days. In order to receive the initial cost sharing payment, the Utility must present the State with an invoice in the amount of this initial cost sharing payment upon completion of the design and engineering phase of the Transmission Line Relocation Project and complete the two forms entitled "CERTIFICATE OF COMPLIANCE FOR BUY AMERICA REQUIREMENT" attached as **Exhibit B**. Thereafter, remaining payments will be paid in accordance with subsections (b) and (c) below;

(b) Quarterly Cost Sharing Payments. For each calendar quarter (i.e., 3-month periods ending March 31, June 30, September 30, December 31) after the design and engineering phase of the Transmission Line Relocation Project is completed, (i) the Utility shall issue to the State an invoice for an amount equal to fifty percent (50%) of the total actual cost incurred and paid by the Utility with respect to the construction phase of the Project in such calendar quarter, and (ii) the State shall issue to the Utility an invoice for an amount equal to fifty percent (50%) of the total actual cost incurred and paid by the State with respect to its review and monitoring of the construction phase of the Project, by the date that is no later than thirty (30) calendar days following the end of the applicable quarter), with such invoices having such supporting documentation as the other Party may reasonably request. For each quarter, each Party shall pay to the other, in immediately available funds, the amount owed less the Holdback Amount, within thirty (30) calendar days after the date of receipt of such quarterly invoice. The Parties acknowledge that, with respect to the quarterly cost sharing payments payable hereunder, the duration of the first and last quarterly periods may be less than a full calendar quarter; and

(c) Final Cost Sharing Payment(s). At such time that the Transmission Line Relocation Project is completed to each Party's full satisfaction, and the relocated Transmission System has been tested, energized, commissioned and is in-service and the restoration work has been completed, the Utility shall issue to the State an invoice (including the summary sheet) for an amount equal to fifty percent (50%) of the total remaining cost incurred by the Utility with respect to its Work on the final construction phase, commissioning and restoration phase of the Transmission Line Relocation Project plus an amount equal to the aggregate Holdback Amount deducted from the initial cost sharing payment and each of the quarterly cost sharing payments previously made by the State to the Utility, and the State shall issue to the Utility an invoice (including the summary sheet) for an amount equal to fifty percent (50%) of the total cost incurred by the State for its Work during this phase of the Project (which shall include the cost of the Removal Work incurred by the State and its review and monitoring during this phase of the Project) plus an amount equal to the aggregate Holdback Amount deducted from the initial cost sharing payment and each of the quarterly cost sharing payments previously made by the Utility to the State. Each Party's final payment(s) shall be due and payable, in immediately available funds, within thirty (30) calendar days after the receipt of such final invoice(s).



3.6. Administration. Each Party shall use commercially reasonable efforts to:

- (a) ensure monthly invoices for vendors and contractors are received within thirty (30) calendar days after the end of the month (or, for Work invoiced based on deliverables, promptly after the completion of such Work);
- (b) manage the Work performed by its employees and its third-party contractors consistent with industry standards and the scope of the Work described in the Approved Plans;
- (c) inform the other Party if out of scope Work may be required, including the anticipated budget for such Work;
- (d) inform the other Party if costs are expected to materially differ from the Preliminary Budget or the Revised Budget, as the case may be, or from quarterly cash flows for such Work previously provided by the paying Party to the other Party; and
- (e) provide quarterly updates to the other Party on the Work performed, expenses incurred, and remaining expenses in connection with the Transmission Line Relocation Project.

Each Party shall be entitled to review and comment on the design of the other Party's portion of the Project work and to have field representatives present, on a daily or other agreed-upon basis, at the jobsite of the other Party's portion of the Project work to monitor the progress of construction of the other Party's project and work thereon. Such field representatives may oversee the daily progress of construction and review daily work logs (to the extent that the applicable Work is being performed on a time and material basis), but shall have no authority to direct or otherwise control the performance of the Work on the other Party's portion of the Project work. Each Party shall maintain, and shall cause its contractors and subcontractors to maintain, the insurance coverages required by Section 7 hereof at all times that such Party has field representative(s) present on the jobsite of the other Party's project (including, at a minimum, Commercial General Liability Insurance and Workers' Compensation Insurance), and such insurance policies (as applicable) shall name the other Party as additional insured.

In accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut, dated November 2008, as may be revised, the Utility shall prepare and submit to the State, in accordance with the applicable deadlines, the reports required for the State's review of the Utility's billing of Authorized Transmission Line Relocation Project Costs, including State Form CON 40, or a State-approved equivalent form, for the daily reporting of labor, inspection, supervision or any other related Work on the Project performed on or along the route of the Transmission Line Relocation Project, as well as equipment and materials used in the construction of the Project, and State Form CON-41

for reporting of material used and recovered on temporary Work on the Project, as well as permanent plant items removed, which State Forms must be certified by an authorized representative of each of the State and the Utility.

3.7. Verification; Audit. Upon request, during the term of this Agreement and for at least three (3) years following the later 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, either Party shall permit the other Party, the Connecticut Auditors of Public Accounts, the Attorney General, the State's Attorney, the U.S. Department of Transportation and the Comptroller General of the United States or any of their authorized representatives and/or agents to, at reasonable times and upon reasonable prior written notice, inspect and audit at its sole cost and expense (the "**Final Audit**"), all working papers and such other information and materials as may have been accumulated in performing this 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 (collectively referred to as "**Records**") of the Utility, and/or its contractor(s) or subcontractor(s), or the State, and/or its contractor(s) or subcontractor(s), related to the Utility's or State's performance of its respective Work on the Transmission Line Relocation Project under this Agreement, and the performance of any Work on behalf of the Utility by its contractor(s) and subcontractor(s) or on behalf of the State by its contractor(s) and subcontractor(s), to the extent that such Records relate to the performance of this Agreement, as may reasonably be required by either Party.

In addition, either Party and their respective agents, including, with respect to the State, but not limited to, the Connecticut Auditors of Public Accounts, the Attorney General, and the State's Attorney and their respective agents, or where applicable federal agencies, shall be entitled to, at reasonable times and upon reasonable prior written notice, inspect and examine all parts of the other Party's, its contractor(s)' or subcontractor(s)', plants or places of business which, in any way, are related to, or involved in, the performance of this Agreement. The Parties hereby agree to (and to cause their respective agents to) conduct any such physical inspections and/or examinations in a courteous and respectful manner so as to minimize, to the greatest extent possible, the disruption of the normal business operations of the plant or place of business being inspected and/or examined.

There will not be any interest payable or due to the State or to the Utility on the difference between the initial cost sharing payment, any quarterly cost sharing payment, the final cost sharing payment, the Holdback Amount, or any reimbursement by the State of fifty percent (50%) of any allowed Disputed Cost incurred by the Utility hereunder, based on the Final Audit by the State of the actual total expenditures of the Utility.

3.8. Preservation of Records. Each Party, and their respective contractor(s) and subcontractor(s), shall reasonably preserve all of its Records until three (3) years after the later of the (i) final payment under this Agreement, (ii) the expiration or earlier

termination of this Agreement, as the same may be modified for any reason, or (iii) in the case of any contractor(s) or subcontractor(s), the expiration of such party's contract or subcontract for work relating to the Transmission Line Relocation Project. If any litigation, claim or third-party audit is started before the expiration of said three (3) year period, the Records shall be retained until such litigation, claim or third-party audit is resolved.

3.9. Disputes. Any disputes between the Parties with respect to the cost sharing arrangement described in this Section 3 (including, without limitation, with respect to the Disputed Costs) shall be resolved in accordance with the dispute resolution provisions set forth in Article XIV of the Transmission Line Agreement.

4. Diligent Prosecution of Work.

(a) Each Party shall perform (or cause to be performed) all Work on the Transmission Line Relocation Project diligently and shall complete such Work (or have such Work completed by third party contractors) in accordance with the Approved Plans and the Preliminary Budget and/or the Revised Budget, as the case may be, and shall complete the construction phase of the Transmission Line Relocation Project in substantial conformance with the durations set forth in the Revised Budget, absent forces beyond the reasonable control of such Party, including Force Majeure (as defined in Section 12 hereof).

(b) In performing the Work, each Party shall comply (and shall cause its third party contractors to comply) with all applicable laws, rules, regulations and requirement of the State of Connecticut, local and/or the federal government and shall obtain (or cause its third party contractors to obtain) all required permits, all as applicable with respect to the Work, including, but not limited to, the requirements set forth in the "Public Service Facility Policy and Procedures for Highways in Connecticut" dated November 2008, the "Utility Accommodation Manual" dated February 2009 (for construction Work on the portion of State Route 136/Fort Point Street and on any other state highway for which the State is responsible), all of the foregoing as may be amended from time to time and incorporated herein reference.

(c) In the event that either Party breaches the terms of this Section 4, after receiving thirty (30) days' prior written notice of such breach from the other Party (and failing to cure, or failing to commence to cure, such breach within such time), the breaching Party shall reimburse the non-breaching Party for its direct and reasonable costs due to the delays proximately caused by the breaching Party, including, but not limited to, the non-breaching Party's cost in performing any portion of the Work on the Transmission Line Relocation Project that is not timely completed by the breaching Party, but excluding any and all of the non-breaching Party's overhead costs, if any, such as, without limitation, the non-breaching Party's employee salary and benefit costs.

5. Ownership. Notwithstanding the fact that the State is paying fifty percent (50%) of the Authorized Transmission Line Relocation Project Costs for the Project, the Utility shall own one hundred percent (100%) of all right, title and interest in and to the relocated Transmission System, and the State shall have no ownership interest whatsoever in the relocated Transmission System.

6. Indemnification.

(a) The Utility shall indemnify, defend and hold harmless the State of Connecticut and Metro-North Commuter Railroad Company (the "**Railroad**"), and their respective officers, representatives, agents, servants, employees, successors and assigns from and against, any and 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 (collectively referred to as "**Claims**"), damages, and costs of every nature and description brought for, or on account of, any injuries or damages received or sustained by any persons or property resulting from, or arising out of the negligence or willful misconduct of the Utility and/or any of the Utility's contractors or subcontractors in the performance of the Utility's Work on the Transmission Line Relocation Project pursuant to this Agreement. This indemnification obligation shall not be limited by reason of any insurance policy coverage or coverage under an elected self-insurance program.

(b) The Utility shall not be obligated to indemnify nor hold the State or the Railroad harmless from any Claims, damages, and costs and associated liability arising (in whole or in part) due to the negligence or willful misconduct of the State or the Railroad (or any of their respective employees, agents, contractors or subcontractors) or any third party not acting under the control or supervision of the Utility.

(c) The Utility shall reimburse the State and the Railroad for any and all damages to the real or personal property of the State and the Railroad directly caused by the presence or use or the construction, installation, inspection, or patrol, uses, maintenance, removal, change or relocation of the Transmission System and appurtenances thereto, excepting (i) all consequential or indirect losses and damages, (ii) such loss, damage or injury as shall be due solely to the negligence or willful misconduct of the agents, employees or servants of the State or the Railroad or their respective designees, and excepting further, that if such loss, damage or injury shall be due to the joint or concurrent negligence of the agents, employees or servants of Utility and the agents, employees or servants of the State or Railroad, it shall be borne by the Utility and the State equally. The State and the Railroad shall give the Utility reasonable notice of any such Claims.

(d) The Utility's duties under this Section 6 shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Utility is alleged or is found

to have merely contributed in part to the acts or omissions (the "Acts") giving rise to the Claims and/or where the State or the Railroad is alleged or is found to have contributed to the Acts giving rise to the Claims, except to the extent provided in subsection 6(b) above.

(e) The Utility shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Utility shall name the State and the Railroad as additional insureds on the policy. The State and the Railroad shall be entitled to recover under the insurance policy even if a court of competent jurisdiction determines that the State or the Railroad is contributorily negligent.

(f) The State shall require all of its contractors and subcontractors (at any tier) to indemnify, defend and hold harmless the Utility, its affiliated companies and their respective officers, directors, representatives, agents, servants, employees, successors and assigns from and against all Claims, damages, and costs of every nature and description brought for, or on account of, any injuries or damages received or sustained by any persons or property resulting from, or arising out of, the negligence or willful misconduct of the State's contractors or subcontractors in the performance of the State's Work. The State shall require its contractors and subcontractors performing the State's Work to carry and maintain at all times sufficient general liability insurance to satisfy such indemnification obligation and name the Utility and its affiliated companies as additional insureds under all such general liability insurance coverage. This indemnification obligation shall not be limited by reason of any insurance policy coverage maintained by the State's contractors and/or subcontractors. Nothing contained in the foregoing provision will be construed or interpreted to constitute a waiver of sovereign immunity by the State.

(g) This Section 6 shall survive the termination of this Agreement and shall not be limited by reason of any insurance coverage.

7. Insurance.

A. With respect of the performance of the Work on the Transmission Line Relocation Project (whether self-performed or performed by third-party contractors), each Party agrees to carry, and to ensure that each of its contractors and/or subcontractors carries, the following minimum liability insurance coverages, at no cost to the other Party:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, with a total limit of liability 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 injury to or destruction of property in any one accident or occurrence, and, subject to that limit per

accident and the provisions of subparagraph B below, a total (or aggregate) limit of not less than 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;

(2) Automobile Liability Insurance that covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with Work on the Transmission Line Relocation Project, with 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 injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident and the provisions of subparagraph B below, a total (or aggregate) limit of not less than 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;

(3) Workers' Compensation Insurance at the level required by statute in accordance with the requirements of the laws of the State of Connecticut and Employers Liability Insurance with limits of One Million Dollars (\$1,000,000) per accident/each employee by disease/policy limit by disease and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act (statutory coverage) and the Jones Act (statutory coverage); and

(4) Railroad Protective Liability Insurance, when the Work on the Transmission Line Relocation Project involves work within fifty (50) feet of any railroad tracks within State-owned rail property, with respect to the operations performed by the Utility and/or its contractors and/or subcontractors, the Utility and/or its contractors and/or subcontractors shall carry Railroad Protective Liability insurance providing coverage of Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and, subject to that limit per accident, or occurrence, an aggregate coverage of Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Utility shall obtain and submit evidence of the minimum coverage indicated above to the State prior to commencement of the rail related Work and/or activities and shall maintain coverage until the work is completed.

B. Notwithstanding any other provision of subparagraph A above to the contrary, the Utility shall be deemed to be in compliance with subparagraph A above even if its insurance policy(ies) are not written for the full amount specified in

subparagraph A(1) or A(2) above, provided that the Utility carries Excess Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such coverages and the Excess Liability insurance follow(s) the form of the Utility's primary coverages.

C. With respect to Work performed directly and exclusively by the Utility on the Transmission Line Relocation Project, the Utility may provide Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance and Employer's Liability Insurance coverages, required pursuant to subparagraphs A(1), A(2) and A(3) above, under a self-insurance program. Upon written request by the State, the Utility shall provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self-insurance program. If the Utility elects to self-insure, in its sole discretion, then the Utility shall assume any and all claims as a self-insured entity, and the insurance requirements stated herein at subparagraphs D - G below will not be applicable with respect to the coverage provided under the Utility's self-insurance program.

D. The State of Connecticut and its officials, agents and employees shall be named as additional insureds under any and all coverages maintained by the Utility and its contractors and subcontractors pursuant to subparagraph A(1) and A(2) above. The Utility and its officers, directors, employees and agents shall be named as additional insureds under any and all coverages maintained by the State and its contractors and subcontractors pursuant to subparagraphs A(1) and A(2) above.

E. Prior to commencing any construction Work on the Transmission Line Relocation Project on property of the State, the Utility agrees to furnish to the State a certificate of insurance on form(s) acceptable to the State, fully-executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required in subparagraph A above (subject to the Utility's right to self-insure portions of such required insurance coverages as set out in subparagraph C above), which policy or policies shall be in accordance with the terms of said certificate of insurance. The certificate of insurance shall specify amounts deductible, if any, for each type of coverage in the policy or policies.

F. All of each Party's insurers shall be qualified to do business in the State of Connecticut and be rated A- or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder shall be written on an "occurrence" (as opposed to a "claims made") basis or, if such insurance is written on a "claims made" basis, such insurance shall be maintained in effect for a period of at least three (3) years after the completion of such Party's Work on the Project.

G. Each Party shall produce, within ten (10) calendar days following receipt of request from the other Party, a copy or copies of all applicable insurance policies required in subparagraph A above. In providing said policies, such Party may redact provisions of the policy that are proprietary. This provision shall survive for a period of sixty (60) days after the expiration or termination of this Agreement.

H. The failure of the either Party, at any time or from time to time, to enforce the provisions of this Section 7 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of the other Party to defend and hold and save the Indemnified Parties harmless with respect to bodily injury or property damage claims and/or losses pursuant to and in accordance with Section 6 of this Agreement.

8. Work Product. The Utility assumes full responsibility for the accuracy of all plans, design work, drawings, engineering work, supporting specifications and other data or documents, regardless of form, related to the construction prepared or created by the Utility or on behalf of the Utility by its contractor(s) or subcontractor(s) with respect to the Utility's Work on the Project (collectively, the "**Utility Work Product**"). The Utility shall also assume full responsibility for all costs of every type and description, that may be incurred by the State as a proximate result, in whole or in part, of any inaccuracies, errors or omissions contained in the Utility Work Product, provided that the State, upon becoming aware of any such inaccuracies, errors or omissions, promptly notifies the Utility. Notwithstanding anything to the contrary, the Utility shall have no responsibility (including no obligation to pay directly nor any reimbursement obligation with respect to any associated costs) with respect to inaccuracies, errors or omissions in any plans, design work, drawings, engineering work, supporting specifications, and other data or documents, regardless of form, related to the Project, that are prepared or created by the State or on behalf of the State by its contractor(s) or subcontractor(s) (collectively, the "**State Work Product**"), provided the Utility, upon becoming aware of any such inaccuracies, errors or omissions, promptly notifies the State.

9. Compliance with Laws. The Utility and the State shall fully comply with their respective responsibilities under applicable state and federal laws, regulations or requirements, and obtain any approvals required thereunder, including, but not limited to, Section 16-243 of the Connecticut General Statutes, with respect to the performance of any obligations under this Agreement.

In particular, the Utility and the State shall fully comply with all applicable Environmental Laws in connection with the performance of their respective Work on the Project (and the Work of their respective contractors and/or subcontractors on the Project), including, without limitation, with respect to the identification, handling, management, storage, use, generation, remediation and/or disposal of any Hazardous Substances brought onto the site of the Project and used in connection with the Work on the Transmission Line Relocation Project or encountered in connection with the



construction of the Transmission Line Relocation Project. As used herein, (a) "**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; and (b) "**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.

10. **Representatives.** Each Party shall designate a representative to serve as its primary point of contact for the cost sharing arrangement with respect to the Transmission Line Relocation Project contemplated under this Agreement. Each Party acknowledges that the representatives will not have the authority to bind a Party; however, the representatives will serve as the initial interface between the Parties and facilitate decision-making. Each Party has appointed the person identified on **Attachment II** hereto as its initial representative and may change such representative from time to time by written notice to the other Party.

11. **No Defense of Sovereign Immunity.** It is understood and agreed by the Parties hereto, that the Utility 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 Utility, unless requested to do so by the State.

The Parties acknowledge and agree that nothing in this 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 this Agreement that concern any claims of any persons or parties other than the Utility and the State. To the extent that this Section 11 conflicts with any other Section, this Section 11 shall govern.

12. **Force Majeure.** Neither Party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other Party for damages of any nature or description with respect to the failure to perform its

obligations under this Agreement if and for such time that as such failure is caused by factors beyond the Party's reasonable control, including, without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, terrorist attack, war, insurrection, act of God or the public enemy, action of a court, public or regulatory authority, or any other cause beyond the reasonable control of the Party, which by the exercise of due diligence it is unable to overcome (each, a "**Force Majeure**"). Any Party claiming Force Majeure shall be required to take all reasonable action to remedy the Force Majeure. In the event of a Force Majeure, both Parties shall take all reasonable steps to comply with this Agreement, except to the extent prevented by the Force Majeure.

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

14. **Relationship of the Parties.** This Agreement does not establish a partnership, agency, joint venture or similar relationship, nor does it obligate any Party to enter into such a relationship. No Party shall be deemed to be a representative, an agent or an employee of the other Party, or have any right or authority to take action that may bind the other Party.

15. **Term; Survival.** This Agreement shall be effective as of the date hereof and shall remain in full force and effect until the conclusion of all of the Work on the Transmission Line Relocation Project and final payment to each Party under this Agreement; *provided* that the cost sharing arrangement hereunder and all related provisions to give effect thereto shall survive such expiration of this Agreement for so long as is necessary to fulfill the intent thereof.

16. **Notices.** That any Official Notice (including invoicing) from one Party to the other Party (or Parties), in order for such notice to be binding thereon, shall (a) be in writing (hardcopy) addressed to the authorized representative or recipient for invoicing identified on **Attachment II** hereof; (b) be delivered in person with acknowledgement of receipt or be mailed United States Postal Service "certified mail" return receipt requested

to the address for the authorized representative or recipient for invoicing recited in **Attachment II** herein as being the address of the party(ies) to receive such Official Notice; and (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof. In each case where one Party is sending an Official Notice to the other Party, it may also send an optional courtesy copy of the Official Notice as noted above in subsection (a) by facsimile or electronic means. A Party's failure to send an optional courtesy copy will not invalidate an Official Notice delivered in accordance with this Section

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 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. For the avoidance of doubt, invoices sent by one Party to the other in connection with the terms of Section 3 of this Agreement shall be deemed to be Official Notices and shall be sent to the person for invoices and address set forth in **Attachment II**.

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 Official 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.

17. Administrative and Statutory Provisions. The Utility shall comply with the provisions contained in **Exhibit C** entitled "Administrative and Statutory Requirements" (including attachments), a copy of which is attached hereto and fully incorporated herein.

18. Miscellaneous. This Agreement shall be for sole benefit of the Parties and may not be assigned by either Party. This Agreement together with **Exhibits A - C** and **Attachments I** and **II** represents the entire agreement and understanding between the Parties with respect to cost sharing for the Transmission Line Relocation Project. This Agreement may be modified or waived only by a separate writing signed by the Parties. If any clause or provision of this Agreement is illegal, or unenforceable, then it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and the Parties shall negotiate in good faith to replace each clause or provision that is illegal, invalid or unenforceable with a clause or provision that is similar in terms to such illegal, invalid or unenforceable clause or provisions as may be possible and be legal, valid and enforceable. In the event of a conflict between the terms of this Agreement and the Transmission Line Agreement, the terms of this Agreement shall control.

19. Interpretation. Captions of the sections of this Agreement are for convenience only and shall form no part of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" or equivalent words. The phrase "and/or" shall be deemed to mean the words both preceding and following such phrase, or either of them.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one instrument. Signatures delivered by facsimile, "portable document format" (PDF) or other means of electronic transmission of signatures shall be deemed to have the same legal effect as original signatures.

*[Signatures on next page]*

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year indicated.

WITNESSES:

Witness 1:

Sign: Alicia Leite

Print: Alicia Leite

Witness 2:

Sign: Hilda Rodriguez

Print: Hilda Rodriguez

STATE OF CONNECTICUT,  
Department of Transportation  
Joseph Giulietti, Commissioner

By: [Signature]

Name: Richard W. Andreski  
Title: Bureau Chief

Digitally signed by Andreski, Richard  
DN: E=Richard.Andreski@ct.gov,  
CN="Andreski, Richard",  
OU=Floor-1, OU=Headquarters,  
OU=DOT-Users, DC=DOT,  
DC=CT, DC=GOV  
Date: 2021.07.22 14:39:29 -04'00'

Witness 1:

Sign: [Signature]

Print: ALEXIS ANE

Witness 2:

Sign: [Signature]

Print: Ken Roberts

THE CONNECTICUT LIGHT AND POWER  
COMPANY D/B/A EVERSOURCE ENERGY

By: Eversource Energy Services Company,  
Its Agent

By: [Signature] 6/04/21

Name: Stephen Sullivan  
Title: VP, Project Management

APPROVED AS TO FORM:

Joseph Rubin, [Signature]  
Asst. Dep. A.G. Digitally signed by Joseph  
Rubin, Asst. Dep. A.G.  
Date: 2021.08.06 10:00:11  
-04'00'

Attorney General  
State of Connecticut

Date: \_\_\_\_\_

**ATTACHMENT I**

Preliminary Budget

[See Attached]

**Walk Bridge Replacement  
Eversource Bypass Project Associated Costs**

1.25.21

Description	Total Amount	Percentage of Referenced Total	Comments	Eversource Cost Share %	Total Eversource Cost Share Amount
Project No. 0301-0500 Construction Cost for Eversource Work	\$1,873,000	-	Cost is Designer's estimate. The pricing does not include Eversource Overbuild removals captured as part of SPN 0301-0189 and only captures cost associated with SPN 0301-0500. Cost is based on a 90% design.	50%	\$ 936,500
Design Contingency	\$93,650	5% of Construction Cost	Considering prices are based on a 90% Design.	50%	\$ 46,825
Total – Contingency	\$196,665	10% of Contract Costs and Design Contingency		50%	\$ 98,333
Total – Railroad Force Account	\$413,579	-	See attached Railroad Force Account Backup.	50%	\$ 206,790
Total – Incidentals	\$210,432	10.7% of Contract Costs and Design Contingency	Incidental cost for Eversource related work under Project No. 301-0500.	50%	\$ 105,216
Total – PE	\$2,990,306	-	See attached Summary of Walk Bridge CTDOT PE Costs for supporting breakdown.	50%	\$ 1,495,153
Total – Incidentals (Eversource Bypass Project)	\$1,500,000	5% of Construction Cost	CN Total = \$29,600,000 (cost is taken from the 1-31-19 Eversource Bypass Project construction estimate). Cost for CTDOT oversight of the Eversource Bypass Project, includes cost for a TSE, a project engineer, and a chief inspector.	50%	\$ 750,000
<b>Grand Total :</b>				<b>\$</b>	<b>3,638,816</b>

**Summary of scope of work from SPN 301-0500):**

Temporary guy anchor / pole installation.

Eversource conductor removal High Tower span (up to structure 532 on the east side) and West Approach, both north and south.

Eversource High Tower overbuild removal and disposal (HTT 529 and HTT 530).

Eversource monopole, foundation and guy anchor removal (5 structures: 532, 533, 534, 524, and 527).

Eversource foundation removal (523NW and 535NW)

Work plan (outside Engineering support).

Lead compliance and related tasks.

Eversource overbuild removal (9 structures: 524-W-Beam-Track / Residence Inn , 525-W-Washington Bridge / Main Street, 526-Switch Museum, 527-Track / CP241 CIL, 528, 532, 533, 534, and 534A).

**Norwalk Bridge Cable Relocation Project Estimate**  
REV2 (7-22-20)

WO# 40424301	Total
<b>CONSTRUCTION</b>	
Underground Construction	\$ 5,622,907
Horizontal Directional Drill	\$ 4,592,000
Overhead Construction	\$ 2,440,364
Contaminated Soil Removal	\$ 640,000
General Construction Allowances*	\$ 4,511,480
<b>CONSTRUCTION TOTAL</b>	<b>\$ 17,806,751</b>
<b>ENGINEERING/DESIGN</b>	
Contractor Engineering	\$ 2,341,437
Eversource Engineering	\$ 305,209
<b>ENGINEERING/DESIGN TOTAL</b>	<b>\$ 2,646,646</b>
<b>LAND</b>	
Temporary Work Area Rights	\$ 751,397
Permanent Use of Private and Municipal Property	\$ 1,198,603
<b>LAND TOTAL</b>	<b>\$ 1,950,000</b>
<b>MATERIAL</b>	
XLPE Cable Furnish & Install	\$ 2,979,200
Duct Bank & Conduit	\$ 648,000
Overhead Structures	\$ 169,000
Overhead Conductor	\$ 17,700
Overhead Hardware	\$ 77,900
<b>MATERIAL TOTAL</b>	<b>\$ 3,891,800</b>
<b>PROJECT MGR &amp; SUPPORT</b>	<b>\$ 2,351,336</b>
<b>REMOVAL</b>	<b>\$ 23,274</b>
<b>TEST</b>	<b>\$ 159,166</b>
<b>TOTAL DIRECT COST:</b>	<b>\$ 28,828,973</b>
<b>CONTINGENCY**</b>	<b>\$ 6,491,298</b>
<b>ESCALATION</b>	<b>\$ 662,285</b>
<b>INDIRECTS</b>	<b>\$ 2,111,966</b>
<b>AFUDC</b>	<b>\$ 1,307,114</b>
<b>TOTAL PROJECT COST</b>	<b>\$ 39,401,636</b>
<b>CDOT's 50% of Total Project Cost</b>	<b>\$ 19,700,817.90</b>

**PROJECT SCOPE:**

Install approximately 1.4 Miles of 115-kV 5000 kcmil XLPE underground cable in new ROW to relocate a portion of the 1028 and 1146 circuits to support the Connecticut Department of Transportation Project to Replace the Walk Bridge across the Norwalk River in Norwalk CT. The route for the transmission line relocation project ("Project") will require an approximately 1,200 foot Horizontal Directional Drilled section under the Norwalk River to be completed by a specialty contractor. Also, the Project will require the installation of four riser structures and associated hardware to transition the two circuits from underground to overhead, and the installation of 2 additional steel pole structures and associated conductor and hardware to transition the existing overhead lines across the Metro North railroad tracks to facilitate construction. Temporary work areas and permanent use areas will be required to complete the Project.

**TABLE NOTES:**

\*Construction Allowance items include, but are not limited to, Crane Pads, Fencing for Laydown Area, Conduit Dewatering for HDD, Police Dept. Parking inc, Security, Grounding Link Boxes, RR Flagging, Allowance for Utility Relocation, Site Security, Fiber Optic Splice Boxes, FAA Lighting, & Off-site Restoration.

\*\* The Contingency line item is calculated based on a specific set of risks associated with this type of work. For this Project, the total calculated risk equates to ~25% of the Total Direct Costs.



**ATTACHMENT II**

Representatives, Notices & Invoices

1. Representatives:

Utility Representative:

Evan Piacente, PMP  
Project Manager for Eversource Energy  
108 Leigus Road  
Wallingford, CT 06492  
Tel.: (860) 391-3695

State Representative:

Vladislav Kaminsky, PE  
Transportation Supervising Engineer  
District 5 - Construction  
4 Brewery Street  
New Haven, CT 06511  
Email: Vladislav.Kaminsky@ct.gov

2. Official Notices:

Notices to Utility (excluding invoices):

Kathleen M. Shanley, Manager -  
Transmission Siting  
Eversource Energy  
56 Prospect Street  
Hartford, CT 06103  
Tel.: (860) 728-4527

Notices to State (excluding invoices):

Richard W. Andreski, Bureau Chief  
CT Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546  
Tel.: (860) 594-2802

With copy of Notices to Utility (excluding invoices) to:

Eversource Energy  
Assistant General Counsel - Operations  
107 Selden Street  
Berlin, CT 06037

Invoices to Utility:

Eversource Energy  
P.O. Box 5017  
Hartford, CT 06102-5017  
Attn: Accounts Payable Department

Invoices to State:

Division of Financial Management and Support  
CT Department of Transportation  
P.O. Box 317546  
Newington, CT 06131-7546  
Attn: Manager  
Electronic Submissions:  
DOT.FMS.UtilityInvoice@ct.gov

**EXHIBIT A**

Copy of Transmission Line Agreement

[See Attached]

RECORDED IN NORWALK LAND RECORDS  
AT VOLUME 5119, PAGE 71 ;  
WESTPORT LAND RECORDS AT VOLUME  
2297, PAGE 143 ; AND DARIEN LAND  
RECORDS AT VOLUME 1143, PAGE 179

Agreement No. 9.23 - 99(02)

AGREEMENT  
BETWEEN THE  
STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
AND  
THE CONNECTICUT LIGHT AND POWER COMPANY  
RAIL FILE NO. (102)7001-MISC-163

THIS AMENDED AND RESTATED TRANSMISSION LINE AGREEMENT (the  
"Agreement") concluded at Newington, Connecticut, as of the 5<sup>th</sup> day of May, 2000, by and  
between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, James F.  
Byrnes, Jr., Acting Commissioner, acting herein by Harry P. Harris, Bureau Chief, Bureau of  
Public Transportation, duly authorized (the "State"), and THE CONNECTICUT LIGHT AND  
POWER COMPANY, a specially chartered Connecticut corporation, having its principal place  
of business at 107 Selden Street, Berlin, Connecticut 06037-1616, acting herein by Roger C.  
Zaklukiewicz, its Vice President - Transmission Engineering and Operations, hereunto duly  
authorized (the "Power Company").

RECITALS:

a. The Trustees in Bankruptcy of The New York, New Haven, and Hartford Railroad  
Company entered into a Transmission Line Agreement with the Power Company dated October  
30, 1967, which is recorded in Volume 689, Page 502 of the Norwalk Land Records, Volume

308, Page 253 of the Westport Land Records, and Volume 283, Page 712 of the Darien Land Records (the "1967 Agreement").

b. A portion of the land (encumbered by the 1967 Agreement) located at the Norwalk Railroad Station was conveyed by the Trustees of the Penn Central Transportation Company to the City of Norwalk by deed dated March 23, 1971 and recorded in Volume 745, Page 197 of the Norwalk Land Records (the "Norwalk Railroad Station Land").

c. Except for the Norwalk Railroad Station Land, the State is now the owner of the balance of the land encumbered by the 1967 Agreement and it continues to be used for railroad purposes.

d. The State is the present owner of the New Haven Rail Line (which includes the land referred to in c. above) which extends from the New York State border (Greenwich, Connecticut) to New Haven, Connecticut. The State acquired fee ownership by quitclaim deed on October 31, 1985 from Penn Central Corporation. Said deed was recorded in the Norwalk Land Records in Volume 1778, Page 237; the Westport Land Records in Volume 763, Page 247; and the Darien Land Records in Volume 522, Page 578.

e. Metro-North Commuter Railroad Company is operating commuter railroad services over said land encumbered by the 1967 Agreement pursuant to the Amended & Restated Service Agreement among the State, Metropolitan Transportation Authority and Metro-North Commuter Railroad Company ("Metro-North") dated as of June 21, 1985 (the "Metro-North Service Agreement"), a true and complete copy of which has been previously delivered by the State to the Power Company. (Metro-North and any successors thereto in operating the railroad for the State are hereinafter referred to as the "State's Designee".) Pursuant to that agreement,

Metro-North maintains and operates for the State the trackage and other railroad facilities located on the said land.

f. Pursuant to the 1967 Agreement, the Power Company constructed, maintains and operates a 115-KV electric transmission line that is, for the most part, located on the north side of the railroad tracks and a 115-KV electric transmission line that is located on the south side of the railroad tracks.

g. The original term of the 1967 Agreement ended on May 4, 1980, but the Power Company properly exercised its option to extend the term of the 1967 Agreement to May 4, 2000.

h. The State and the Power Company have agreed to amend and restate the 1967 Agreement to further extend its term to provide for an increase in the rent, to define a process for the determination of the rent at various future times, and to make other amendments.

i. The State has statutory authority to enter into this Agreement pursuant to Conn. Gen. Stat. §§ 13b-23 and 13b-36(b) which states in pertinent part that the Commissioner of Transportation "... may sell, lease, convey or enter into any other arrangement for the use of such property for the operation of transportation services, or for such other purposes as the commissioner determines to be consistent with the best interests of the state."

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and to amend and restate the 1967 Agreement, the State and the Power Company agree as follows:

ARTICLE I.

GRANT

(a) The State grants to the Power Company the right to construct, repair, maintain, replace, reconstruct, relocate, inspect and remove from time to time and operate at its own expense and, except as otherwise specifically set forth herein, without expense to the State and the State's Designee, upon certain of the State's structures, both those now in existence and those which may hereafter be erected that are located within the limits of the Use Area that is hereinafter described in subparagraphs (1) and (2) (collectively the "State's Structures"), and on, above or under certain of its land used in the operation of its railroad, located as follows:

(1) at or in the vicinity of the Rowayton Railroad Station of the State between stations 1419+00 and 1437+10 of the monumented four-track center line from the New York State border to New Haven, being generally between Catenary Structures 483 and 489; and

(2) from a point westerly of the South Norwalk Railroad Station about opposite and southeasterly of said station 1472+00 of said center line running easterly to the Westport-Fairfield Town Line at station 1913+50 of said center line, being generally between Catenary Structures 501 and 648;

WALK  
E  
S1400

((1) and (2) are hereinafter collectively referred to as the "Use Area") a transmission system that is hereinafter described in Article II with the supporting structures and other appurtenances thereto (the "Transmission System"), together with the right to erect such new structures on said land as may be necessary for the support thereof.

(b) The State grants to the Power Company the right to construct, repair, maintain, replace, reconstruct, relocate, inspect and remove from time to time and operate at its sole cost and expense, connecting lines (the "Connecting Lines") on, above or under the land owned and used by the State or State's Designee in the operation of its railroad from the Transmission System to the generating plants, stations, substations and lines which the Power Company owns or may hereafter construct along its Transmission System and to generating plants, stations, substations and lines of other parties, together with the right to erect such new structures on said land as may be necessary for the support thereof, it being understood that such Connecting Lines, poles, wires, cables, conduits, duct lines, pipes and other structures hereafter installed shall be placed at such locations within the Use Area as the State or State's Designee and Power Company mutually agree, and to construct, maintain, inspect, repair, relocate, reconstruct, replace and remove such supporting wires, guywires and anchors outside of the Use Area as the parties may hereafter from time to time agree are advisable in connection with such Connecting Lines. (When the construction and installation of any Connecting Line is completed, it will thereafter be deemed to be part of the Transmission System for the purposes of this Agreement.)

~~(c) The State grants to the Power Company the option, at the sole discretion of the State, during the 30-Year Term and/or the Extended Term (as such terms are defined in Article VII hereof) to increase the voltage of the Transmission System up to 345 kV but only if: (i) written notice of the exercise of such option is given by the Power Company to the State and the State's Designee at least thirty-six (36) months prior to the start of construction by the Power Company within the Use Area of the facilities that are necessary for the increased voltage; (ii) the Power Company provides to the State and the State's Designee within twelve (12) months from the date of its exercise of this option, engineering feasibility studies assessing the need for~~

RCZ  
12/21/02

RCZ  
08/26/03

~~modifications to the existing railroad electrical supply points (substations) to accommodate for train operations, the proposed increase in the Power Company's high voltage conductors that are presently at 115 kV, this includes, without limit, the impact of harmonics and all needed step-down power replacements at railroad substations such as the replacement of step-down transformers, tie breakers and associated bus work, etc., (collectively the "Necessary Modifications"); (iii) the Power Company, at its sole cost and expense, shall make the necessary upgrades to the State's existing railroad electrical supply points (substations); (iv) the Power Company has obtained from the State and the State's Designee the approval or approvals as required under Article V of this Agreement; (v) all work to be done within the Use Area in connection with the change in voltage shall be subject to and carried out in compliance with the provisions of this Agreement that are applicable to construction and reconstruction of the Transmission System, including without limit, the provisions of Article V; (vi) the Power Company shall use its reasonable efforts in designing and constructing the upgrade of the Transmission System to keep any new conductors or facilities on the Power Company's independent structures where feasible, but if any are to be added to the State's Structures, any needed upgrade to said State's Structures will be made at the sole cost and expense of the Power Company; (vii) the upgrade is made during the 30-Year Term, the Base Rent under Article III(b) hereof will increase to \$320,000.00 per lease year; and (viii) the Power Company will reimburse the State for its costs in connection with engineering studies that it or the State's Designee may require in connection with the review and approval of the contemplated changes to the Transmission System.~~

NO  
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ARTICLE II.

TRANSMISSION SYSTEM

(a) The Power Company's Transmission System shall consist of not more than two three-phase sixty cycle circuits which may be constructed together or at different times, of such kinds and sizes of wire as may be found necessary or desirable by the Power Company's engineers and approved by the State and the State's Designee, operated at voltages up to one hundred fifteen thousand (115,000) volts, [or possibly up to three hundred forty-five thousand (345,000) volts, but only in compliance with and subject to the provisions of Article I (c), (or such other voltages as may be found necessary or desirable by the Power Company's engineers and approved by the State and the State's Designee),] with the insulators, fastenings and other appurtenances necessary to attach them to the supporting structures, together with lightning shield wires, ground wires of suitable size and material and communication facilities for the Power Company's operations, and such other appurtenances and facilities that may be necessary or appropriate for any upgrade of voltage under the provisions of Article I(c).

(b) The Transmission System along the Use Area shall be carried upon suitable additions to or modifications of the State's Structures which now or which may hereafter carry the power distribution system and other appurtenances of the State or upon independent supporting structures, or the Transmission System may be placed underground, or partly on the State's Structures, partly on independent supporting structures and partly underground.

ARTICLE III.

OBLIGATIONS OF POWER COMPANY

The Power Company agrees:

(a) To notify the State or State's Designee when it shall determine to proceed after the date hereof with the construction, replacement or reconstruction of the Transmission System, to erect any new supports required, and to make any necessary modifications of existing structures; to furnish all labor, material and tools necessary therefor, and to pay to the State's Designee the established rates customarily charged by the State's Designee for equipment which it may desire to rent from the State's Designee.

(b) That simultaneously with the execution and delivery of this Agreement, to pay to the State the net Base Rent for the period from May 5, 2000 (the commencement of the 30-Year Term) to November 4, 2002. Thereafter, all payments of Base Rent will be payable quarterly, in advance, on the fifth day of each succeeding August, November, February and May commencing with November 5, 2002. The Base Rent for each lease year of the 30-Year Term will be \$270,000.00, or \$67,500.00 per quarter subject to adjustments at the 6<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup> and 26<sup>th</sup> anniversaries of the commencement of the 30-Year Term, as further described in paragraph (d) of this Article III. In the event the Power Company exercises its option to increase the voltage of its Transmission System pursuant to the provisions of Article I(c) of this Agreement, the Base Rent for each lease year for the balance of the 30-Year Term will be \$320,000.00 effective as of the date the Power Company starts construction, reconstruction or renovating within the Use Area of the facilities that are necessary for the increased voltage, the first payment of which will be prorated to the date of the next quarterly payment.

(c) That commencing on the first day of each renewal period of the Extended Term, as hereinafter defined in Article VII(b), the rent for the first year of each of such periods will be equal to the then fair market rent for the premises leased herein as determined by the appraisal process set forth in Article XV hereof subject to adjustments at the 6<sup>th</sup> and 11<sup>th</sup> anniversaries of

the 15-Year Renewal Term, as further described in paragraph (d) of this Article III. (The rent as so determined by said appraisal process at the beginning of any renewal period is hereinafter also called the "Base Rent".)

(d) That the Base Rent for the 30-Year Term will be adjusted at the sixth (6<sup>th</sup>), eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>) and twenty-sixth (26<sup>th</sup>) anniversaries of the commencement of the 30-Year Term by multiplying said Base Rent by a fraction that has as its denominator the Consumer Price Index [(the "CPI")], for March, 2000, and as its numerator the CPI for the month of March of each of said adjustment years. In the event the Power Company does not reject one or both of its renewal options, the Base Rent for the appropriate renewal period will be adjusted at the sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) anniversaries of the commencement of the relevant renewal period by multiplying the Base Rent for said renewal period by a fraction that has as its denominator the CPI for the month of March of the first year of the renewal period, and as its numerator the CPI for the month of March of said adjustment years.

(e) That the term "CPI" shall be deemed to mean the Consumer Price Index (1982-84=100) prepared by the Bureau of Labor Statistics of the United States Department of Labor for Northeast "A" for New York, New Jersey, Long Island, (New York, New Jersey, Connecticut) New York - Northeastern, New Jersey for All Urban Consumers. However, if at the time required for the determination of the increase, if any, in the Base Rent, said index is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determinations of purchasing power. If the parties are unable to agree on the selection of an index that would most accurately carry out the intent hereof, or if there is a dispute with respect to the computation of the increase, if any, to the Base Rent as herein

provided, then the issue with respect thereto shall be determined by arbitration, as provided in Article XIV hereof.

(f) That the foregoing CPI adjustments to Base Rent during the 30-Year Term and/or during any renewal period shall produce an increase of at least three percent (3%) per year (not compounded) over the amount of said Base Rent at the beginning of the 30-Year Term or the applicable renewal period, but in no event will said increases be greater than six and one-half percent (6.5%) per year (not compounded) over the amount of said Base Rent at the beginning of the 30-Year Term or the applicable renewal period.

(g) To pay to the State an annual rent for any additional Connecting Lines that may be installed by the Power Company after the date of this Agreement, pursuant to the provisions of Section (b) of Article I of this Agreement, which annual rent will be equal to the product of the number of linear feet of such Connecting Lines (to the extent they are located on, above or under land of the State and as measured from the point of connection of the Connecting Line with the Transmission System to the boundary of the State's land) times (i) fifty percent (50%) of the number of dollars per annum per linear foot of conductor that the Power Company is obligated to pay as rent to the State under the provisions of Article III(b) of this Lease; and (ii) during any renewal period, if the Power Company has not exercised its right to reject the same, the annual fair market rent per linear foot of Connecting Line as determined under Article XV of this Agreement; such rent to be paid quarterly and to begin on the date of the next regular quarterly payment of Basic Rent, the first installment of which will be prorated to the date when construction thereof starts.

(h) To make all payments under this Agreement to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit,

Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".

(i) To reimburse the State or the State's Designee for any expenses which they may incur (1) in connection with the reconstruction, repair, maintenance, replacement, relocation or removal by the Power Company of any portion of the Transmission System, including but not limited to, the necessary protection, grounding railroad circuits, flagging trains, supervision and inspection; and (2) in connection with the maintenance and repair by the Power Company of the Transmission System and the additions to the present structures made necessary by the installation thereof; and (3) in connection with such special testing and inspecting thereof. It being understood that the State or the State's Designee shall not charge the Power Company for normal patrolling or inspecting the Transmission System performed in connection with patrolling or inspecting its own power system.

(j) To reimburse the State or the State's Designee for any expenses which they may incur or for any material they may supply in connection with (i) the installation, construction or reconstruction by the Power Company after the date hereof of any portion of the Transmission System, or (ii) changes in the supporting structures or in the telephone, fiber optics, signal, power or other facilities of the State which, in the opinion of the State, are necessary as a result of said future installation or construction or reconstruction by the Power Company after the date hereof of the Transmission System within the Use Area. The Power Company agrees to (1) notify the State when it shall determine to proceed with any such future installation or construction or reconstruction of the Transmission System, to erect any new supports required, and/or to make any modifications of existing structures; (2) furnish all labor, material and tools necessary therefor; and (3) pay to the State or to the State's Designee the established rates customarily

charged by them for equipment which the Power Company may desire to rent. It is understood that this Section (j) does not apply (i) to any such changes to the State's facilities that are not directly made necessary by said future installation, construction or reconstruction of the Transmission System by the Power Company after the date hereof, or (ii) to the replacement of the State's supporting structures or circuits made necessary by normal wear and tear or other causes not directly connected with the Transmission System; nor does it apply (except to the extent provided in the following Section (k)) to any such changes in the fiber optics signal system of the State within the Use Area made necessary as a result of the occupancy of railroad property by the Transmission System, unless made necessary by future modification in the design, construction or operation of the system of the Power Company or power systems connected therewith.

(k) To reimburse the State or the State's Designee for all reasonable and necessary costs which may result from any physical or operational changes to the Transmission System made after the date of this Agreement by the Power Company to protect the signal system of the State as provided in Article XI of this Agreement.

(l) To maintain and repair the Transmission System in a safe, prudent manner, at its sole cost and expense, and if the Power Company fails to do so, the same shall be considered a default under the provisions of Article XVI(a)(2) hereof. In the event the Power Company fails to cure such default in accordance with the provisions of said subparagraph, the State may give written notice to the Power Company specifying such event or events of default and stating that the State or the State's Designee will, at the expense of the Power Company, cure such default by taking such appropriate actions as it deems reasonably necessary. Upon the completion of such work, the Power Company shall reimburse the State for its costs and expenses in connection

therewith within thirty (30) days after receipt of a notice therefor from the State, together with reasonable documentation supporting its costs and expenses.

(m) To remove the Transmission System to the reasonable satisfaction of the State not later than twelve (12) months after the termination or expiration of this Agreement, provided, however, the ground wires, the structure foundations and the additions to the State's Structures, which are parts of the Transmission System and other parts of it that the State agrees may remain, shall be abandoned in place by the Power Company and will thereafter be the property of the State. If the Power Company is in default of performing these obligations under Article XVI hereof, the Power Company shall reimburse the State or State's Designee for the expense to remove the Transmission System from its structures if the Power Company fails to remove the same within said twelve (12) months after the termination of this Agreement.

(n) To permit the State to repair, maintain, replace, inspect and remove, from time to time, at its own expense, and without expense to the Power Company, the attachments and facilities of the State that are now attached to the Power Company's independent structures located within the Use Area pursuant to this Agreement (the "State's Facilities").

Notwithstanding any other provisions in this Agreement to the contrary, the obligations of the Power Company to repair, maintain, replace, relocate or remove any of its facilities that have State Facilities attached thereto will be subject to the prior obligation of the State or the State's Designee to remove or relocate, as appropriate, its facilities at its expense, and any delay in the State's or the State's Designee's completion of its work will be deemed to extend the period of time within which the Power Company is obligated to complete its work by a period of time that is equal to the period of delay in the completion of the State's work. Any additions by the State or the State's Designee to the structures of the Power Company that are made after the date

hereof shall only be made after a written request therefor is submitted to the Power Company and a permit therefor is issued by the Power Company to the State containing such terms, charges and conditions that are mutually acceptable to the State and the Power Company.

(o) To secure and maintain for the duration of this Agreement, including any supplements thereto and all renewals thereof, if any, with the State and the State's Designee being named additional insured parties, the following minimum insurance coverages regarding the Use Area at no cost to the State or the State's Designee. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. In the event the Power Company secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (i) and/or (ii) below, the State and the State's Designee shall be named as additional insureds.

(i) 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 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.

(ii) The operation of all motor vehicles, including those hired or borrowed, used by the Power Company and its subcontractors in connection with this Agreement, shall be covered by automobile liability insurance providing for a



total limit of One Million Dollars (\$1,000,000.00) 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 coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000.00).

(iii) With respect to all operations the Power Company performs under this Agreement, and all those performed for the Power Company by subcontractors, the Power Company and subcontractors shall 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 coverage(s), the Power Company agrees to furnish to the State on the form or forms supplied by the State, a Certificate of Insurance (CON-32), 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. For the workers' compensation insurance and, as applicable, U.S. Longshore and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the CON-32.

While the Transmission System is being constructed, altered, relocated, maintained, replaced, repaired, reconstructed or removed from the Use Area, the Power Company shall carry, with respect to the operations it or its subcontractors perform under this

Agreement, Railroad Protective Liability Insurance for and on behalf of the State's Designee as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000.00) for all injuries to persons or property during the policy period. The Power Company shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of such installation, construction, alteration, replacement, repair, relocation, reconstruction, maintenance and/or removal of its facilities from the right-of-way and shall maintain said coverage until such work and/or activities are completed. Proof of such insurance shall be provided on a CON-32 form.

The Power Company shall have the right to self-insure portions of the foregoing insurance requirements up to those limits that it determines, from time to time, to be acceptable to it, provided that said self-insurance limits apply to substantially all properties then owned or leased by the Power Company.

#### ARTICLE IV.

##### OBLIGATIONS OF THE STATE

The State agrees:

(a) To permit (i) the construction, installing, repairing, maintaining, replacing, reconstructing, relocating, inspecting and removing of any portions of the Transmission System undertaken from time to time by the Power Company to proceed as rapidly as conditions will permit, including without limit, arranging to have the State's Designee cooperate in such efforts, and (ii) the Power Company to patrol the Transmission System.

(b) To use its best endeavors to allow the proper and uninterrupted service of the Transmission System at all times consistent with the operating requirements of the railroad, it being understood that any interruption of such service may seriously affect the Power Company's ability to furnish electric current to its customers and that it is of the utmost importance to the Power Company that any interruptions or outages be minimized so far as possible.

(c) To permit representatives of the Power Company, while accompanied by a representative of the State or State's Designee, at mutually convenient times, once during the spring and once during the fall of each year, to visually inspect the insulators upon those portions of the Transmission System carried upon the State's Structures; provided, however, that the State or State's Designee shall not be responsible for the wages or salary of the Power Company's representative(s); and provided further that the Power Company agrees to indemnify and hold harmless the State from and against any and all claims, demands, suits, or judgments, on account of injury to or death of any representative of the Power Company during or resulting from any of such inspections.

(d) To permit representatives of the Power Company, but without expenses to the State or State's Designee and subject to approval of the State or State's Designee as to time and method, to patrol, inspect, test and repair those portions of the Transmission System not carried upon the State's Structures, and any independent structures upon which such portions may be carried, and for the purpose of such patrolling, inspecting, testing and repairing, representatives of the Power Company shall have the right to pass and repass over and upon property of the State; provided however, that the Power Company agrees to indemnify and hold harmless the State and State's Designee from and against any and all claims, demands, suits or judgments, on

account of injury to or death of any representative of the Power Company during or resulting from such patrolling, inspecting, testing and repairing.

(e) To keep in repair and in good condition during the continuance of this Agreement the State's Structures which shall support the Transmission System, at no expense to the Power Company, except the additions to the State's Structures made necessary by the installation of the Transmission System and except such new structures as may be erected by the Power Company and used solely for the support of the Transmission System.

(f) To permit the removal of the Transmission System, except ground wires, from the State's Structures and the removal of independent structures erected by the Power Company if such removal takes place not later than twelve (12) months after termination or expiration of this Agreement.

(g) To hereafter not grant permission or rights to any third person, firm or corporation to perform any acts or to construct or place any structures over, under or upon the Use Area until it shall have first notified and received the written approval of the Power Company, which approval shall not be withheld unless, in the reasonable opinion of the Power Company, the exercise of any such permission or rights will endanger or interfere with the construction, reconstruction, operation or maintenance of any part of the Transmission System, whether or not erected or constructed at the time such approval is requested.

(h) To hereafter not grant permission or rights to any third person, firm or corporation that will endanger or unduly interfere with the construction, reconstruction, operation or maintenance of any part of the State's transportation rail system or the Transmission System.

ARTICLE V.

APPROVAL

(a) The design, specifications, construction and installation of future modifications to the Transmission System, any Connecting Lines and the supporting structures; modification of existing supporting structures hereafter used or made; all apparatus, including circuit breakers, switches, transformers and other facilities used or to be used in making additional connections referred to in Article 1; all future changes in the Transmission System, its supporting structures and connecting apparatus; and the location of connections and of any independent supporting structures, shall be subject to approval by the State or State's Designee in all respects prior to installation and construction of same.

(b) Approval of the State or State's Designee shall not be required with respect to any such apparatus installed, or any such changes in the Transmission System made, on property other than property used in the operation of the railroad except with respect to such apparatus or changes as may affect fault currents or protection of the Transmission System or the telephone, fiber optics, signal, power or other facilities of the State.

(c) All work shall be done without material interference with railroad operations and by such methods and at such times as may be mutually and reasonably agreed upon by the parties hereto. Before any work is undertaken by the Power Company, it shall submit to and secure the approval of the State or State's Designee of the plan and method of doing the work to insure the safety of the State's Structures and operations.

(d) Wherever in this Agreement reference is made to or provision for the approval by the State or State's Designee of the Transmission System or any part thereof or any other approval by the State or State's Designee is required, it is understood and agreed that such

approval shall not be unreasonably withheld, but it is agreed that the safety of train operation is paramount and that the State or State's Designee shall be the sole judge with reference to all construction procedures applicable to work by the Power Company under this Agreement. When approval is given by the State or State's Designee or by a person designated from time to time by the State or State's Designee, in writing, to the Power Company as its representative, such approval shall be final and conclusive upon the State or State's Designee.

#### ARTICLE VI.

##### EXPENSES

(a) When referring to expenses incurred by the State or the State's Designee, "expenses" shall mean all direct expenses incurred by the State or the State's Designee, including amounts paid to subcontractors, materials and labor costs, expenses for supervision and inspection to the extent hereinbefore provided, train protection, de-energizing and grounding of railroad circuits, field or office engineering work, use of trains, tools and other equipment and facilities, transportation of men and equipment, and the overheads covering expenses not directly allowable i.e., Railroad Retirement and Unemployment Taxes, Vacation Allowance, Holiday Allowance, Health Welfare Allowance, 10% Supervision of Labor, including vacation and holidays, and 15% of materials to cover handling, provided however, such costs, expenses and overheads will be substantially the same as those charged from time to time by the State or the State's Designee to other parties under similar circumstances.

(b) The State or the State's Designee shall render a statement of the expenses incurred for each month in which such expenses are incurred, which shall be payable by the Power Company not later than fifteen (15) business days after receipt of such statement by the Power Company

(c) The State or the State's Designee agrees to consult, advise and provide information to the Power Company before incurring any substantial expense which may be chargeable to the Power Company, and before making any substantial changes under the provisions of the Agreement which will necessitate changes in the Transmission System at the expense of the Power Company.

## ARTICLE VII.

### TERM

(a) The term of this Agreement is hereby extended for an additional period of thirty (30) years from May 5, 2000 to May 4, 2030 (the "30-Year Term").

(b) In addition, the term of this Agreement will be automatically extended for up to two (2) successive renewal periods of fifteen (15) years each (the "Extended Term"), unless, at least eighteen (18) months prior to the expiration of the 30-Year Term, or any successive renewal period thereof, the Power Company shall have given to the State written notice of its election to reject the pending automatic renewal of this Agreement, in which case, upon the expiration of the 30-Year Term or the relevant successive renewal period, the term of this Agreement shall cease and terminate. If the Power Company does not give such notice of rejection, then, upon the expiration of the 30-Year Term or the initial renewal period, the term of this Agreement shall be automatically renewed and extended for a further term of fifteen (15) years commencing upon the expiration of the 30-Year Term or the then expiring renewal period, under the same covenants, agreements, terms, conditions, limitations, exceptions and reservations contained in this Agreement, except as to rent which will be governed by the relevant provisions of Article III hereof.

ARTICLE VIII.

TITLE

Title to the Transmission System and to the Connecting Lines, if any, shall be and remain in the name of the Power Company. Title to additions to the State's Structures and to independent structures erected by the Power Company on the property of the State shall be and remain in the name of the Power Company, but at the end or termination of this Agreement, title to such additions and structures shall pass to the State with the State's written permission and acceptance. Title to the State's Facilities shall be and always remain in the name of the State.

ARTICLE IX.

WAIVER AND INDEMNITY

It is understood between the parties hereto that the operation of the railroad by the State or State's Designee in close proximity to the Transmission System involves some risk to the Transmission System and the Power Company hereby releases and waives any right to ask for, demand or receive damages from the State or the State's Designee for or on account of loss of or injury to the Transmission System, including the loss of or interference with service, and whether attributable to the fault, or negligence of the State or State's Designee or its representatives, or otherwise.

Power Company agrees to indemnify, protect and save harmless the State or State's Designee from and against all cost or expense resulting from any and all loss or damage to the property of the State or State's Designee and from any and all loss of life or property, or injury or damage to the person or property of any third person, firm or corporation (including the officers, agents and employees of either party hereto), and from any and all claims, demands or actions for such loss, injury or damage directly or indirectly caused by the presence or use or the



construction, installation, maintenance, removal, change or relocation and subsequent removal of the Transmission System and appurtenances thereto, excepting such loss, damage or injury as shall be due solely to the negligence of the agents or servants of the State or State's Designee.

#### ARTICLE X.

##### FUTURE CHANGES

(a) The Power Company agrees to make, or cause to be made, such changes in its Transmission System, including without limit, the additions to the State's Structures, and the independent structures erected by Power Company, as may be required from time to time to conform to changes in railroad facilities with which the location of the Transmission System may interfere, provided that (i) such changes are in compliance with the applicable provisions of the National Electric Safety Code and (ii) except as hereafter set forth in subparagraph (b), such changes shall be made without cost or expense to the Power Company, including without limit, the Power Company shall not be liable for any cost or expense of such changes resulting from the desire or need of the State to repair, replace or reconstruct the State's Structures; place or permit others to place additional wires on the State's Structures or in any other way alter or increase its use of the State's Structures; even though any of the foregoing might have been more easily and economically accomplished were it not for the existence of the Power Company's Transmission System.

(b) Notwithstanding the provisions of the foregoing subparagraph (a), the Power Company and the State will share on an equal basis the costs for one relocation of the Transmission System at each of the two bridge crossings of the Saugatuck River and the Norwalk River provided (i) the State will provide; on its property, all temporary rights and locations for the Power Company's overhead and underground electric facilities during each

relocation of the Transmission System; (ii) the State will be solely responsible for the costs of relocating, rebuilding or restoring railroad facilities without any sharing or reimbursement from the Power Company; and (iii) the cost to be shared by the Power Company and State will be net of any federal reimbursement or assistance.

(c) It is understood and agreed that the Power Company, with the approval of the State, may from time to time make such changes in the Transmission System as it may deem necessary or advisable in view of changes or improvements in the methods or technique of transmitting electrical current or to keep abreast of changes in the art, provided changes do not exceed the voltages permitted from time to time under Articles I and II of this Agreement.

(d) If the State should hereafter propose to permanently abandon the use of its structures in the Use Area for the purpose of supporting any wires other than the Transmission System, it shall give the Power Company at least two (2) years prior written notice of such proposed abandonment, which written notice shall state the date of such proposed abandonment.

In the event of such abandonment, from and after the date stated in such written notice, if this Agreement shall then be in effect, the Power Company shall cease to have the right to use, for the support of Power Company's transmission system, the structures of the State theretofore used by the State or State's Designee in the operation of its railroad provided, however, that if and so long as the continued use of such structures by the Power Company shall not interfere with the operations of the railroad, the Power Company may continue to use such structures upon the assumption by the Power Company or as otherwise agreed, to of all of the duties theretofore imposed on the State with respect to repairing and keeping in good condition such structures.

In the event of such abandonment, if this Agreement shall then be in effect, all of the rights, powers and privileges granted to the Power Company under the provisions of this

Agreement (including, but without limitation, the right to erect new supporting structures for the Transmission System and the right to place the Transmission System underground) shall continue in full force and effect, and thereupon;

(1) Rent payable under the provisions of this Agreement shall be revised to such lesser amount as shall be agreed upon by the parties hereto based upon the changed use of the property of the State by the Power Company or upon the changed obligations and duties of the respective parties hereunder, or both, as the case may be;

(2) The State and State's Designee shall be released from its obligations under the provisions of Sections (c) and (e) of Article IV and said provisions shall be of no further force or effect;

(3) The Power Company shall have the right, but without expense to the State and State's Designee, and subject to the approval of the State as to time and method, to patrol, inspect, test and repair the Transmission System, the structures, if any, which it may have erected or may erect to support such system and the State's Structures, if at that time the Power Company has the right to continue to use such structures, and for the purpose of such patrolling, inspecting, testing and repairing, representatives of the Power Company shall have the right to pass and repass over and upon property of the State;

(4) The Power Company, without expense to the State and State's Designee, will remove the Transmission System (except for buried ground wires and foundations and those parts thereof which the State

agrees need not be removed) from the structures of the State when and if the Power Company, under the provisions of this Section (d), shall cease to have the right to use such State's Structures;

(5) Such other provisions of this Agreement, including, but not limited to, Article IX, as may be inconsistent with the provisions of this Section (d), shall be modified and revised insofar as may be necessary in such manner as may be agreed upon by the parties hereto;

(6) If the parties shall not agree as to the amount of rent payable by the Power Company under the provisions of the foregoing Paragraph (1) or as to any other matter arising under the provisions of this Section (d), the parties shall attempt to resolve such matters in accordance with the provisions of Article XIV;

(7) If the Power Company should hereafter propose to permanently abandon any of its independent structures on which the State's Facilities are located, it shall give the State at least two (2) years prior written notice of such proposed abandonment stating the date of such proposed abandonment, which shall not be prior to May 4, 2030.

(e) In the event of such abandonment, from and after the date stated in such written notice, the State shall cease any longer to have the right to use the Power Company's independent structures for the support of the State's Facilities; provided, however, that (i) if this Lease shall then be in effect and (ii) if and so long as the continued use of the Power Company's independent structures by the State shall not interfere with the operation of the Transmission Line, the State may continue to use such independent structures upon the assumption by it, or as

otherwise agreed to, of all of the duties of the Power Company to repair, keep such structures in good condition and remove the same upon the termination of this Agreement.

#### ARTICLE XI.

##### INDUCTIVE INTERFERENCE AND HAZARD TO RAILROAD FACILITIES

The Power Company agrees that the telephone, telegraph, fiber optics, power or other facilities of the State and State's Designee within the Use Area shall be protected against inductive interference or physical hazard and damage, or both, brought about by physical or operational changes to the Transmission System made after the date of this Agreement, and further agrees that, after consultation between the State, the State's Designee and Power Company, such changes shall be made, at the expense of the Power Company, in the Transmission System including additional transposition, or in said facilities as may be necessary to eliminate any such inductive effects or physical hazard and damage or both to said facilities.

#### ARTICLE XII.

##### COOPERATION

The State agrees that its engineers and the State's Designee will cooperate with such engineers and contractors that the Power Company may from time to time employ in connection with the installation, construction, maintenance, repair or reconstruction of the Transmission System, and any Connecting Lines, so as to secure the best and most satisfactory results for both parties hereto.

#### ARTICLE XIII.

##### ASSIGNMENT

The Power Company shall not assign this Agreement without the written consent of the State, provided that this shall not be construed to prevent the Power Company from making a

general mortgage in the usual form of any or all of its property, rights, privileges and franchises, including this Agreement, or from entering into any merger or consolidation, or from selling all or substantially all of its transmission assets to another entity, and in case of foreclosure of such mortgage or of any such merger, consolidation or sale, the rights and obligations of the Power Company hereunder shall pass to and be acquired and assumed by the foreclosing mortgagee, or the merging, consolidated or purchasing company, as the case may be, provided all governmental approvals necessary for such merger, consolidation or purchase have been obtained, including without limit, any such necessary approvals from the Department of Public Utility Control and/or the Federal Energy Regulatory Commission.

The State and its successors in interest shall have the right to assign this Agreement as part of a sale by the State of the Use Area, subject to all of the obligations, duties, agreements and approvals of the State hereunder.

#### ARTICLE XIV.

##### DISPUTE RESOLUTION

The State, the State's Designee and the Power Company shall attempt to resolve all controversies or disputes arising under this Agreement through negotiations pursued diligently in good faith. As part of this obligation, each party will submit each controversy or dispute, except on-site construction disputes that require a prompt resolution, to a member of each party's management team (defined to be at the Manager's level or above for the Power Company and at the Rail Administrator level or above for the State and the State's Designee).

ARTICLE XV.

APPRAISAL

The appraisal process to determine the Base Rent for renewal periods shall be started at least eighteen (18) months prior to the anticipated effective date of such renewal.

The appraisal process will be conducted as follows:

(a) The Power Company will designate an appraiser and the State will designate an appraiser. Each appraiser acting independently of the other will express, in writing, his opinion of the fair market rent and the State and the Power Company will exchange copies of the appraisals. If the appraisers determine values that are within ten percent (10%) of each other, the average of the two appraisals will be deemed to be the fair market rent. If the appraisals differ by more than ten percent (10%), the Power Company and the State will try to resolve the divergence of opinion by mutual negotiations conducted in good faith.

(b) All appraisers must be State certified general appraisers, must be recognized as competent in the field as an appraiser for the purpose of establishing such values and must be either on the State or Power Company lists of approved appraisers or otherwise acceptable to both the Power Company and the State.

(c) For the purposes of the appraisals, the premises leased herein shall be deemed to consist of two corridors, one of which is located on the north side of the railroad tracks, and the other of which is located on the south side of the railroad tracks. The width and location of each of these corridors for purposes of the appraisals will be as shown on Power Company drawings numbered 21738, also NUSCO drawing number 01191-10001 (north side of railroad tracks) and 17357, J through U, also NUSCO drawing number 01153-10001 (south side of railroad tracks), copies of the first pages of each are attached to this Agreement as Exhibits A-1 and A-2.

(d) Each appraisal shall determine a fee value for the land of the State that is included in this Agreement, based on the assumption that the abutting zoning also applies to said State land. A percentage, to be determined by the appraiser, will be applied to the resulting fee value to reflect the current value of the rights in the two corridors. An appropriate rate of return, also to be determined by the appraiser, will then be applied to said current value of the rights to then determine the annual fair market rent.

(e) Each appraisal shall also express an annual fair market rent, as so determined, per linear foot of Connecting Line, which will be used for the purpose of any rent computations under subparagraph (g) of Article III of this Agreement.

(f) Each appraiser shall be given the same scope of work and the requisite maps, drawings and other pertinent information or data. It is contemplated that each appraiser will complete his work within six (6) months after the receipt of the foregoing.

## ARTICLE XVI.

### DEFAULTS

(a) Each of the following shall be deemed to be a default by the Power Company hereunder:

(1) The Power Company's failure to make due and punctual payment of any rents payable under this Agreement when and as the same shall become due and payable, and such default in payment continues for a period of thirty (30) days after written notice thereof from the State to the Power Company; or

(2) The Power Company's failure in the performance of or compliance with any of its obligations under the covenants, agreements,



terms, or provisions contained in this Agreement, other than those referred to in the foregoing subsection (1), and such default continues for a period of ninety (90) days after written notice thereof from the State to the Power Company, except that in connection with a default that is not susceptible of being cured with due diligence within ninety (90) days, the time the Power Company has to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided the Power Company commences promptly and proceeds diligently to cure the same; and

(3) The issuance of a lien (other than the lien of any mortgage as referred to in Article XIII hereof) or attachment, arising out of acts of the Power Company, against the State to the extent the same encumbers the premises leased herein, unless (i) the same shall be vacated, bonded or otherwise discharged within one hundred eighty (180) days from the date the Power Company receives notice thereof or (ii) within said period of one hundred eighty (180) days, the Power Company commences an action to vacate or remove the same and thereafter proceeds diligently with said action.

Then and in any such event, the State may, while such default is continuing, give written notice to the Power Company specifying such event or events of default and stating that this Agreement shall expire and terminate on the date specified in such notice, which date shall be not less than ninety (90) days after the giving of such notice, unless the Power

Company has cured such default or defaults prior to the date specified in such notice, and this Agreement shall expire and terminate.

(b) If the State defaults in the performance of or compliance with any of its obligations under the covenants, agreements, terms or provisions contained in this Agreement and such default continues for a period of ninety (90) days after written notice thereof from the Power Company to the State, except that in connection with a default that is not susceptible of being cured with due diligence within ninety (90) days, the time the State has to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided the State commences promptly and proceeds diligently to cure the same. If any default is not so cured, the Power Company may, while such default is continuing, give written notice to the State specifying such event or events of default and stating that the Power Company will, at the expense of the State, cure such default by taking such appropriate actions as it deems reasonably necessary. Upon the completion of such work, the State shall reimburse the Power Company for its costs and expenses in connection thereof within thirty (30) days after receipt of a notice therefor from the Power Company, together with reasonable documentation supporting its costs and expenses. In the event of a dispute regarding such reimbursement, the parties shall negotiate diligently in good faith pursuant to Article XIV.

#### ARTICLE XVII.

##### NOTICE

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 addressed to:
  - (1) when the State is to receive such notice -

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

- (2) when the Power Company is to receive such notice -

The Connecticut Light and Power Company  
107 Selden Street  
Berlin, Connecticut 06037  
Attention: Its President

with a copy to:

The Connecticut Light and Power Company  
107 Selden Street  
Berlin, Connecticut 06037  
Attention: Manager, Real Estate Operations

(b) be delivered in person or be mailed United States Postal Service "Certified Mail - Return Receipt Requested" to the address recited herein as being the address of the party to receive such notice, at which time said notice shall be deemed to have been received; 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) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from this Lease.

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 hereto.

ARTICLE XVIII.

QUIET ENJOYMENT

If and so long as the Power Company pays the rent due hereunder and performs and observes all of the agreements and provisions hereof that are its obligations, the Power Company shall quietly enjoy the premises and rights leased herein during the term of this Agreement.

ARTICLE XIX.

MISCELLANEOUS

(a) The parties acknowledge that the State's Designee is not a party to this Agreement, but as long as it does not conflict with the terms and conditions of the Metro-North Service Agreement, the State shall use its best efforts to cause the State's Designee to comply with all obligations imposed on it by the terms and conditions of this Agreement, including without limit, the provisions of Article XIV as long as such provisions are in compliance with the Metro-North Service Agreement.

(b) This Agreement shall inure to and be binding upon the parties hereto and their successors and assigns, but subject to the provisions of Article XIII hereof.

(c) The Power Company shall record within one (1) year and give State documentation of recording this Agreement, including any supplements hereto and all renewals thereof, if any, in the land records of Norwalk, Westport and Darien, at no expense to the State. The recording of this Agreement by the Power Company shall be done as soon as practical (but in no event later than one year from the date of completion by the State of the following) upon delivery by the State to the Power Company of (i) this Agreement duly executed in quadruplicate

by the State and (ii) written notification by the State that the Agreement has been duly executed and approved on behalf of the State. Failure of the Power Company to record this Agreement as specified herein, shall be deemed to be a default hereunder and the rights of the State will be as set forth in Article XVI hereof.

(d) It is further mutually understood and agreed by the parties hereto that this Agreement shall not be effective until said Agreement has been approved by the Attorney General of the State of Connecticut.

(e) The Agreement, when fully executed by both parties, shall 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, including without limit, the 1967 Agreement; 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.

(f) If any of the provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) This Agreement shall be governed in all respects by the laws of the State of Connecticut.

(h) This Agreement will be executed in four or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same Agreement.

(i) The parties hereto agree that each has played a material role in the negotiation and drafting of this Agreement and that the document shall not be construed against any party merely because of that party's role in the drafting thereof.

#### ARTICLE XX.

##### POWER COMPANY TERMINATION RIGHTS

(a) The Power Company shall have the right to terminate this Agreement during the Extended Term only, if the option to reject shall not have been exercised, at any time on at least three (3) year's prior written notice to the State.

(b) The Power Company shall have the right, exercisable during the 30-Year Term and during the Extended Term, if the option to reject shall not have been exercised, at any time and from time to time on at least three (3) year's prior written notice to the State; to abandon, with respect to all or any portion of the State's Structures or land, or both, situated within the Use Area, all or any portion of the rights leased and granted to the Power Company in Article 1. In the event all of the rights leased and granted herein to the Power Company are so abandoned with respect to all the State's Structures and land that are situated within the limits designated in such notice, the annual rent payable hereunder shall be reduced by the product of the rent per linear foot then payable hereunder and the number of linear feet between such limits, such reduced rent to commence with the first quarterly payment after such abandonment and the completion of the removal of the Power Company's Transmission System as set forth below. In the event of the abandonment of a portion of such rights only with respect to designated

structures or land, or both, of the State, the rent payable thereafter under the provisions of this Agreement shall be revised to an amount to be agreed upon by the parties hereto, taking into consideration the rights so abandoned by the Power Company. If the parties shall not agree as to the amount of rent payable by the Power Company under the provisions of this Section (b), the parties shall attempt to resolve such matters in accordance with the provisions of Article XIV. To the extent that such partial abandonment by the Power Company involves an abandonment of its right to use, for its Transmission System, any portion or portions of the structures or land, or both, of the State, the Power Company shall thereupon remove from such State Structures or land, or both, as the case may be, to the satisfaction of the State, the portion of the Transmission System on such portion or portions of such State Structures or land, except for buried ground wires and foundations and those parts of the Transmission System which the State agrees may remain, and, if the Power Company is in default of performing these obligations under Article XVI hereof, the Power Company shall reimburse the State or State's Designee for any expenses to which the State or State's Designee may incur removing the Transmission System from such State Structures and from such portion or portions of such land.

#### ARTICLE XXI.

#### ATTACHMENTS

Attached to this Agreement are the "Standard Railroad License Specifications & Covenants For Wire, Pipe and/or Cable Transverse Crossings and/or Longitudinal Occupations Within the Railroad Right of Way" dated October 1, 2001 (the "Specifications & Covenants"), the terms and provisions of which, as amended, are incorporated into this Agreement and hereby made a part hereof with the following changes:


(a) All references therein to "Facilities" and "FACILITIES" shall be deemed to mean the "Transmission System" and any Connecting Lines; and

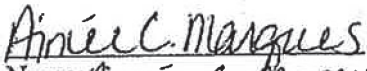
(b) All references to "Licensee" shall be deemed to mean the "Power Company".

In the event of any conflict between the terms and provisions set forth in the body of this Agreement with those in the Specifications & Covenants, such conflict shall be resolved in favor of the terms and provisions in the body of this Agreement.

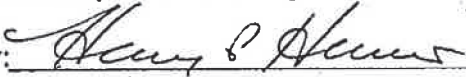
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESSES:

  
Name: C. D. Rosa

  
Name: Amée C. Marques

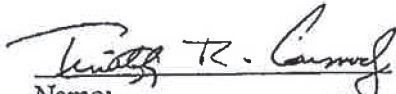
STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
James F. Byrnes, Jr., Acting Commissioner

By:  (Seal)  
Harry P. Harris  
Bureau Chief  
Bureau of Public Transportation


Sept. 24, 2002  
Date:

WITNESSES:

  
Name: Salvatore Giuliani

  
Name: Timothy R. Carmody

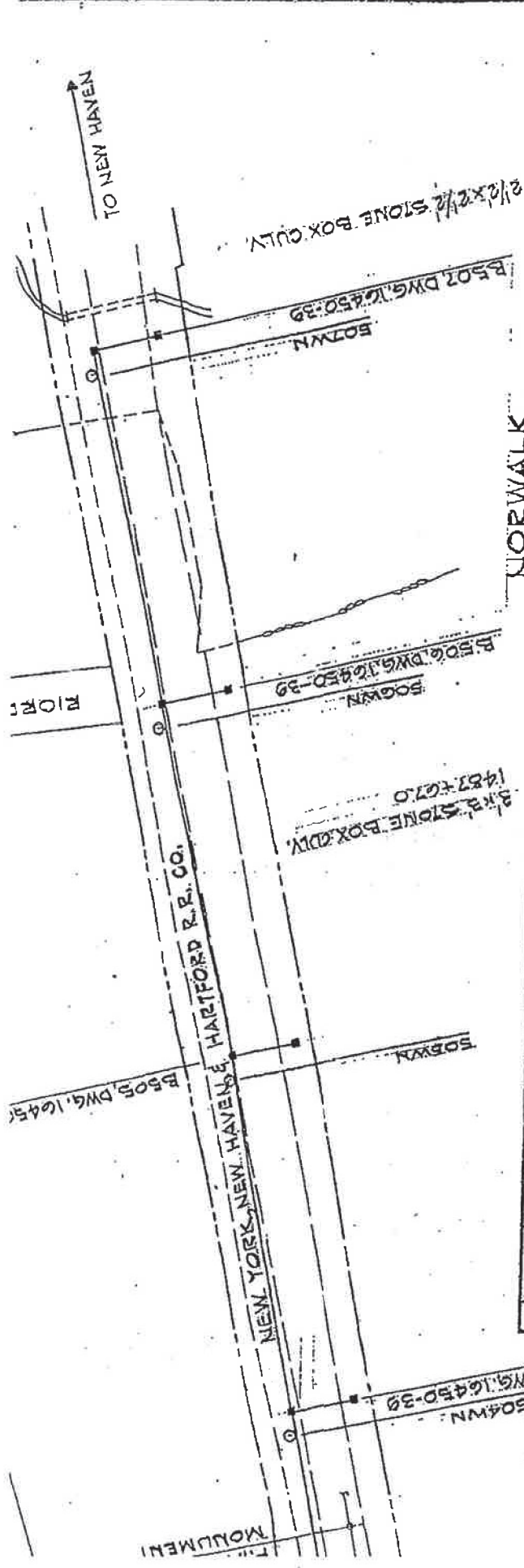
THE CONNECTICUT LIGHT  
AND POWER COMPANY

By:  (Seal)  
Roger C. Zaklukiewicz  
Its Vice President - Transmission Engineering  
and Operations

September 24, 2002  
Date:



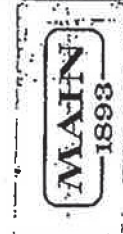




**NORTHEAST UTILITIES SERVICE CO.**  
 FOR THE CONNECTICUT LIGHT AND POWER CO.

**ELY AVE. TO WESTPORT  
 115 KV LINE**

NO.	DATE	REVISIONS	BY	CHK	APP
3	5/20/91	AS BUILT	TVG	TVG	TVG
2	6/16/93	ADDED HIGHEST GROUND ELEV. BETWEEN STS 500 - 504	TVG	TVG	TVG
1	6/92	ISSUED FOR CONSTRUCTION	TVG	TVG	TVG
0	10/31/91	ISSUED FOR BID	TVG	TVG	TVG



357 J

BY MAIN	CHKD TVG	APP DEL
DATE MAR. 1988	DATE 10/31/91	DATE
SCALE AS NOTED	MICROFILM DATE	DWG. NO.
P. A. #		<b>01191 - 10001</b>

PROJ. NO. 0-51-289      DWG. NO. 21738      V.S. R-16-7      SHEET 1 OF 30

Exhibit A-1





**EXHIBIT B**

Copy of Certificate of Compliance for Buy America Requirements

# CERTIFICATE OF COMPLIANCE FOR BUY AMERICA REQUIREMENT

## UTILITY CONSTRUCTION ESTIMATE

Project No. \_\_\_\_\_

City/Town: \_\_\_\_\_

**DOMESTIC MATERIAL.(COMPLIANCE)** I hereby certify to the best of my knowledge and belief that all the materials in the Utility Construction Estimate **DO COMPLY** with the BUY AMERICA requirement and the Utility abides as follows:

(1) The Utility shall comply with the "BUY AMERICA" requirement set forth in 23 USC § 313 and 23 CFR § 635.410, as amended from time to time;

(2) The Utility shall furnish predominately steel and iron manufactured products for the Project that are made in the United States according to the applicable provisions of 23 CFR § 635.410. "UNITED STATES" means the United States of America and includes all territory, continental and insular, subject to jurisdiction of the United States. All predominately steel or iron manufactured products incorporated permanently into the Utility's installations and adjustments for the Project must be made of steel or iron produced in the United States and all subsequent manufacturing processes of such products including the application of coatings shall be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material and is not compliant with the "BUY AMERICA" requirement;

(3) The Utility shall promptly furnish documentation showing the domestic origin of all predominately steel and iron manufactured products before they are incorporated into the Utility's installations and adjustments for the Project upon request from the Department, and/or a duly authorized State/Federal representative.

**NON-DOMESTIC MATERIAL.(NON-COMPLIANCE)** I hereby certify to the best of my knowledge and belief that the noted materials in the Utility Construction Estimate **DO NOT COMPLY** with the BUY AMERICA REQUIREMENT and the Utility abides as follows:

(1) The Utility shall provide written notification,(attached to the Construction Estimate for the Project), specifying predominately steel and iron manufactured materials/products which are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality. Therefore, the Utility is requesting the Department, in accordance with 23 CFR § 635.410(c)(1) to seek a waiver from Federal Highway Administration (FHWA) for the installation of these materials. However, upon written notification from the Department, if a waiver of the "BUY AMERICA" requirement is not pursued by Department, or is not granted by FHWA, I certify that the Utility shall comply with the Buy America requirement.

**AUTHORIZED UTILITY REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Utility

\_\_\_\_\_  
Date

**CERTIFICATE OF COMPLIANCE  
FOR BUY AMERICA REQUIREMENT**

UTILITY BILLING

Project No. \_\_\_\_\_ City/Town: \_\_\_\_\_ Vendor Invoice #: \_\_\_\_\_

(1) I hereby certify that to the best of my knowledge and belief that this bill is true and correct and that all costs for predominately steel and/or iron manufactured products herein, included in the Utility Construction Estimate, are properly chargeable to the Project as a result of the "BUY AMERICA" requirement as amended from time to time contained in 23 USC 313 and 23 CFR 635.410 to conform to the above named highway project as shown by the Utility's plan and estimate on file with the Connecticut Department of Transportation.

(2) The Utility shall furnish predominately steel and iron manufactured products for the Project that are made in the United States according to the applicable provisions of 23 USC 313 and 23 CFR § 635.410. "UNITED STATES" means the United States of America and includes all territory, continental and insular, subject to jurisdiction of the United States. All predominately steel or iron manufactured products incorporated permanently into the Utility's installations and adjustments for the Project must be made of predominately steel or iron produced in the United States and all subsequent manufacturing processes of such products including the application of coatings shall be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material and is not compliant with the "BUY AMERICA" requirement.

**AUTHORIZED UTILITY REPRESENTATIVE:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Print Name

\_\_\_\_\_

Name of Utility

\_\_\_\_\_

Date

**EXHIBIT C**

Copy of Administrative and Statutory Requirements



Exhibit C  
and Schedules 1 Through 5  
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

1. Non-discrimination.

References in this section to "contract" shall mean this "Agreement" and references to "contractor" shall mean the "Utility."

(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 the 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 a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that 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 of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

- (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, gender identity or expression, status as a veteran, intellectual disability, 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, gender identity or expression, status as a veteran, intellectual disability, 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 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.

2. 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 Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Utility's request, the Department shall provide a copy of these orders to the Utility.

3. The Utility 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, as set forth in Exhibit C, Schedule 1 (attached herewith and incorporated by reference) and all state ethics laws.

The Utility 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 consultant 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 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.
- iv. No person shall give anything of value to a person hired by the State as a consultant or independent contractor based on an understanding that the actions of the Utility or independent contractor on behalf of the State would be influenced.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State of Connecticut ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference and made a part of this Agreement as if the summary had been fully set forth herein.

4. The Utility shall notify the State in writing when there is a change in its Certificate of Incorporation or a change in the individual(s) in actual charge of the work specified herein. This change shall not relieve the Utility of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including all supplements thereto.

5. This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Utility takes or threatens to take any personnel action against any employee of the Utility in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Utility shall be liable for a civil penalty of not more than Five Thousand dollars for each offense, up to a maximum of twenty percent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Utility.

6. This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000) between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that

such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

7. For all State contracts as defined in Conn. Gen. Stat. §9-612(f)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations", a copy of which is attached hereto and hereby made a part of this Agreement, Exhibit C, Schedule 2 (attached herewith).

8. 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 Utility shall constitute certification that to the best of its knowledge and belief the Utility 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 State, 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 Utility is unable to certify to any of the statements in this certification, the Utility shall attach an explanation to this Agreement.
- (c) The Utility agrees to ensure 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.

9. As a condition to receiving federal financial assistance under this Agreement, if any, the Utility 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 United States Department of Transportation (USDOT) Standard Title VI/Nondiscrimination Assurances DOT Order No. 1050.2A" as set forth in Exhibit C, Schedule 3 (attached herewith and incorporated by reference). References in Schedule 3 to "contract" shall mean this "Agreement" and references to "contractor" shall mean the "Utility."

10. Certification for Federal-Aid Contracts (For contracts exceeding \$100,000):

The Utility certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Utility, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Utility shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", as set forth in Exhibit C, Schedule 4 (attached herewith and incorporated by reference), in accordance with its instructions. If applicable, Disclosure

Form LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.

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

The Utility also agrees by submitting its Bid, Agreement, Contract, or Proposal that it shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly. These completed Disclosure Forms LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

11. This clause applies to the Utility who is 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 Utility represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Utility 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 Utility. The Utility 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 Utility to be in compliance with this Act, as the same applies to performance under this Agreement.

The following clause does not apply to governmental subdivisions:

12. The Utility hereby acknowledges and agrees to comply with 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 set forth in Exhibit C, Schedule 5 (attached herewith and incorporated by reference).

The following clause applies to governmental subdivisions:

13. When the Utility 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 requirements in any of its subcontracts. The Utility 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 the SEEOR to its subcontracts.





# 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](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

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

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

**To contact the Office of State Ethics:**

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

- I. **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](http://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](http://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](http://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](http://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

Schedule 2

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 1 of 2



**Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations**

***Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents***

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees),

In addition, no holder or principal of a holder of a valid prequalification certificate shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

**CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax return of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. "Solicit" does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## Schedule 3

### **The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A**

The Connecticut Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federal-aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The Recipient in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

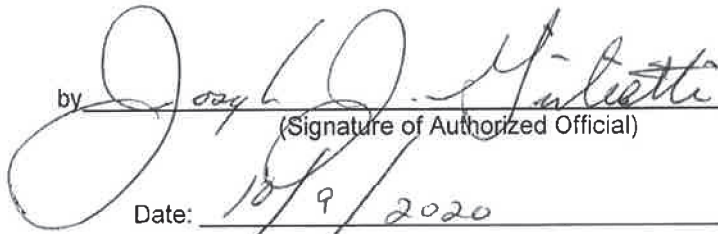
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

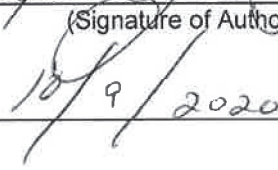
By signing this ASSURANCE, the Connecticut Department of Transportation also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *Federal Highway Administration* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by *the Federal Highway Administration*. You must keep records, reports, and submit the material for review upon request to *the Federal Highway Administration*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Connecticut Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-

aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal-aid Highway Program*. This ASSURANCE is binding on the Connecticut Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *Federal-aid Highway Program*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

**Connecticut Department of Transportation**  
(Name of Recipient)

by  \_\_\_\_\_  
(Signature of Authorized Official)

Date:  \_\_\_\_\_

## APPENDIX A

### THE TITLE VI CONTRACTOR ASSURANCES

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq)



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**

**1. General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors  
Consultants and Subconsultants  
Suppliers of Materials and Vendors (where applicable)  
Municipalities (where applicable)  
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

**2. Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

**3. Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**

a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

**11. Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will submit a ConnDOT Affirmative Action

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 59**

Referencing response to Council interrogatory 11b, approximately how tall are the existing lattice structures at both ends of the Walk Bridge?

**Response:**

The existing lattice structures at the ends of the Walk Bridge are approximately 235 feet tall.

**Date Filed:** May 15, 2023

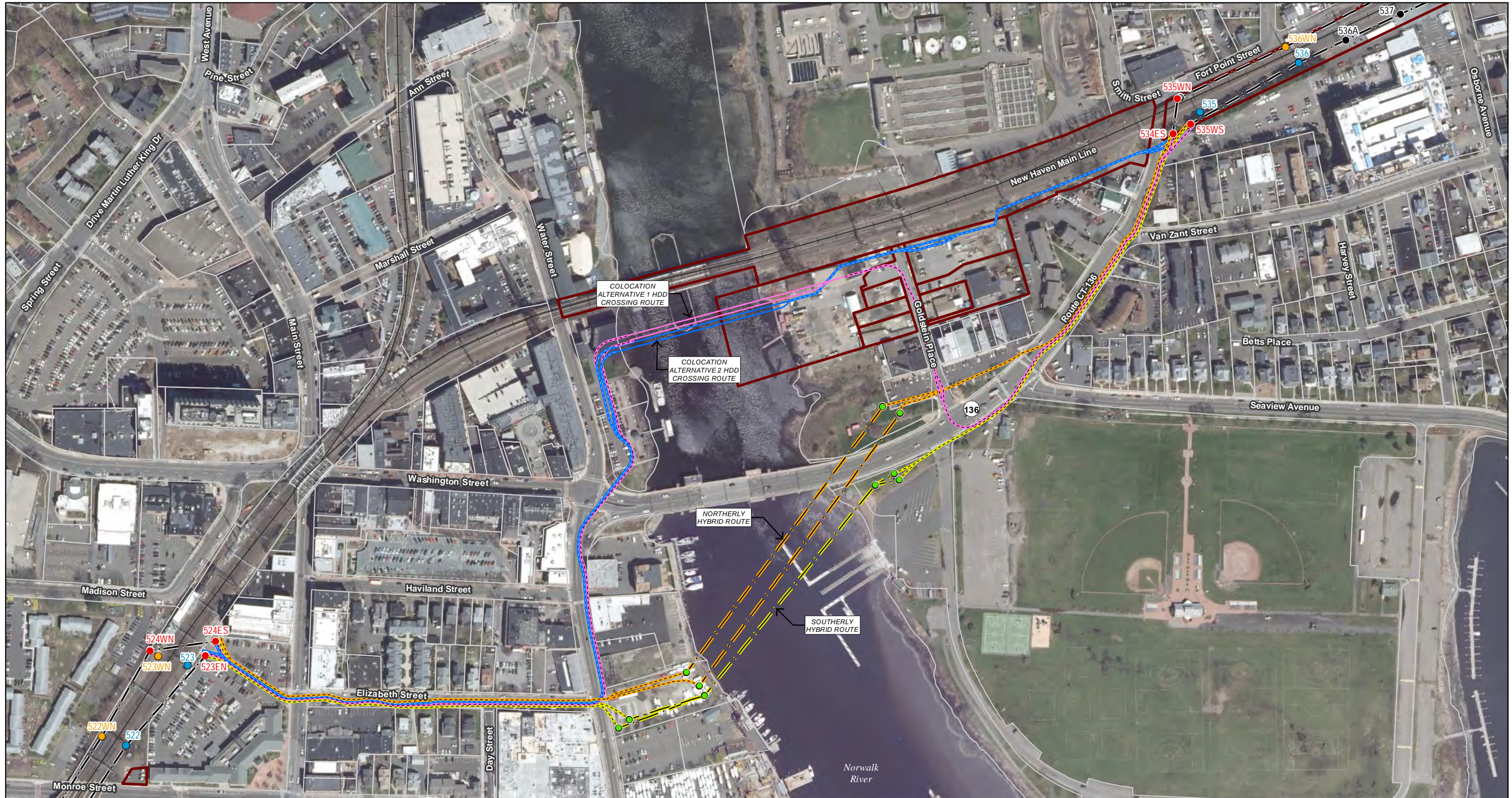
**Request from:** Connecticut Siting Council

**Question: 60**

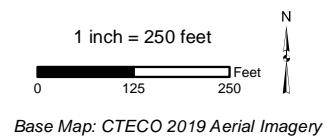
Provide a map depicting all alternatives. For the Overhead Hybrid Alternative (OH Hybrid Route), identify the potential locations of the approximately 160-foot transition structures on the map.

**Response:**

A map depicting all alternatives is attached, which also shows the potential locations of the approximately 160-foot tall transition structures for the Overhead Hybrid Alternative (OH Hybrid Route).



<b>Legend</b>		
● Proposed Overhead Structure	— Colocation Alternative 1 HDD Crossing Route	□ Approximate Parcel Boundary
● Existing Overhead Structure	— Colocation Alternative 1 Underground Route	□ State Owned Property
● Existing to be Removed	— Colocation Alternative 2 HDD Crossing Route	— Railroad
● Existing Eversource Overhead Structure to be Modified	— Colocation Alternative 2 Underground Route	
● Railroad Catenary Bonnet to be Modified	— Northerly Hybrid Overhead Route	
● Proposed 160-foot Transition Structure	— Northerly Hybrid Underground Route	
— Proposed Overhead Eversource Line Route (all options)	— Southerly Hybrid Overhead Route	
	— Southerly Hybrid Underground Route	



**PETITION 1560  
RESPONSE TO INTERROGATORY 60  
ROUTE OPTIONS CONSIDERED**

EVERSOURCE NORWALK BRIDGE  
TRANSMISSION RELOCATION PROJECT  
CIRCUITS 1028 AND 1146 REROUTE

Date: May, 2023



**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 61**

Referencing the response to Council interrogatory 15, the OH Hybrid Route would have a cost delta of approximately negative \$2.8M. Page A-10 of the Petition notes that “Two (2) overhead River crossing alternatives were evaluated...either north or south of the Stroffolino Bridge...” Would the cost delta of approximately negative \$2.8M remain approximately the same for this alternative whether the landing is north or south of the Stroffolino Bridge? Explain.

**Response:**

Eversource evaluated two overhead river crossing alternatives before being ultimately discarding those crossings in favor of the proposed HDD crossing as explained in the Petition. The first, the southerly hybrid overhead route, would require transmission line structures installed at 90 Water Street on the west side of the river and structures in Veterans Park just south of CT-136. The northerly hybrid overhead route would require structures located at 90 Water Street on the west side of the river and structures located in Constitution Park just north of CT-136.

Both overhead routes would require the installation of approximately 160 feet tall transmission line structures on each side of the river to complete the crossing, and both routes would require Eversource to install at least two of the structures on property east of the river that is owned by the City of Norwalk (City). The City has publicly supported Eversource’s currently proposed route, which crosses the river utilizing HDD technology, avoiding the need for overhead transmission structures on each side of the river. However, the City has strongly opposed an overhead river crossing based on significant visual impact it would have on the City’s prime river front and Veteran’s Park area. The City’s strong opposition to an overhead river crossing was expected to make the acquisition of property rights from the City substantially more challenging, but the resulting in additional costs could not be estimated.

Both overhead routes were ultimately discarded due to the strong opposition to an overhead river crossing. A detailed estimate was developed only for the southerly overhead crossing alternative to compare with the proposed HDD crossing. However, Eversource feels confident that the northerly overhead crossing would not only feature similar challenges and costs as the southerly overhead crossing, but also create additional coordination and impact for abutters, resulting in higher costs.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 62**

Referencing response to Council interrogatory 13, when was the Project and/or Project updates presented to ISO New England, Inc. (ISO-NE) as part of Eversource's Local System Plan? Was any feedback provided by ISO-NE regarding the Project at such presentation(s)? Explain.

**Response:**

The Norwalk Bridge Transmission Relocation Project was added to the Eversource Local System Plan for the 2018 update, which was presented at the annual Transmission Owner Planning Advisory Committee meeting held on October 17, 2018. Eversource received no feedback or comment from ISO-NE regarding the project at that time.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 63**

Explain how continuity of electric service would be maintained during Project construction while taking into account the proposed construction sequences.

**Response:**

At no point during the relocation of the transmission lines would electric service to customers be interrupted due to construction related work. The existing overhead transmission lines on the Walk Bridge will remain in place and operational while Eversource installs the proposed underground lines to bypass the bridge. Once complete, a short transmission line outage will be taken while the new underground transmission line is commissioned and then power will be permanently transferred to the relocated underground transmission lines, rendering the overhead transmission line segment still on the bridge de-energized, redundant and safe to be removed. The transmission line outage would not impact customers' electric service.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 64**

Referencing page C-4 of the Petition, identify the optical ground wire (OPGW) and shield wire work associated with the overhead portions of the Project (i.e. transitions from overhead to underground in the railroad ROW).

**Response:**

At the western end of the Project area, OPGW is installed on the 1028 Line, which runs along the north side of the railroad. The OPGW would be moved to a new structure (524WN), located outside of the railroad ROW. From Structure 524WN, new OPGW would be installed over the railroad and connect to a new transition structure (524ES), which would be located in the parking lot of the Norwalk Police Station. From the transition structure, the OPGW would convert to all-dielectric self-supporting cable ("ADSS") and would be installed underground and via HDD in duct banks beneath the Norwalk River. On the east side of the river, the ADSS would transition back to overhead via a new transition structure (534ES). New OPGW would be installed over the railroad ROW, between structure 534ES and a new proposed structure (535WN), near Fort Point Street and would connect to the existing OPGW on the 1028 Line.

On the 1146 Line, which runs along the south side of the railroad ROW, ADSS would be installed underground and within the HDD duct banks beneath the Norwalk River from a new transition structure (523EN), which would also be located within the police department parking lot, to a new transition structure (535WS) that would be located in the parking lot of 25 Van Zant Street. The existing static shield would be terminated at the two transition structures until such time that OPGW is installed and connected to the ADSS.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 65**

Referencing the response to Council interrogatory 29 and the attached U.S. Army Corps of Engineers (USACE) correspondence related to Council Docket No. 208 - Cross Sound Cable, dated July 12, 2022, if the USACE were to undertake a realignment, widening or deepening of the FNC, how could the cables be temporarily staged or permanently moved to facilitate the realignment, widening or deepening of the FNC?

**Response:**

The cables would not need to be temporarily staged or permanently moved to facilitate the realignment, widening or deepening of the FNC because the cables will be installed at sufficient depths below the riverbed ranging from approximately 28 to 41 feet below the FNC riverbed, depending on the distance from the terminal points of the HDD installation. In contrast, the Cross Sound Cables were installed at a comparatively shallow depth. As stated, in part, in Finding of Fact 55 in Docket 208:

The proposed submarine cable system would be installed within a 100-foot-wide corridor, an average of six feet beneath the sediment, within Long Island Sound, and a minimum depth of six feet below the sediment within the FNC. A minimum burial depth of six feet was recommended by the ACOE to protect the HVDC cable system from inadvertent anchor drops and commercial fishing operations.

The Project will be applying for permits from the ACOE for the proposed HDD cable installation and Eversource will be required to meet any conditions of permit approvals related to the depth of the cables, including any to address contingencies for possible realignment, widening or deepening of the FNC.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 66**

Referencing page A-16 of the Petition, identify the types of erosion and sedimentation (E&S) control measures that would be utilized for the Project.

**Response:**

The E&S control measures that would be utilized for the Project include protection of existing catch basins within roadways using a combination of straw bales, filter fabric, filter baskets and/or silt bags. Excavations in upland areas (associated with HDD activities on the west side of the Norwalk River and new overhead structure locations) and any temporary stockpiles would incorporate the use of straw bales/filter fabric control measures.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 67**

Would appropriate E&S controls would be installed and maintained around each staging area until completion of construction in accordance with Project permitting?

**Response:**

Yes, E&S controls would be installed where necessary, routinely inspected, and maintained around staging areas for the duration of the Project.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 68**

Referencing response to Council interrogatory 18, explain why there are height increases for proposed structures.

**Response:**

The height increases for the proposed structures are necessary to meet the requirements of the current National Electrical Safety Code (“NESC”). In addition to the NESC, the structures need to be taller to meet the Metro-North Railroad (“MNRR”) clearance requirements and to accommodate MNRR’s request to maintain sufficient clearance to allow MNRR to safely perform work on the railroad catenaries, without the need to request outages on the Eversource transmission lines.



**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 69**

Referencing Petition page B-7, were any comments received from any Native American Tribe related to construction on the east river bank near Fort Point Indian Fortress?

**Response:**

Eversource informed the Mohegan Tribal Historic Preservation Office, the Mashantucket-Pequot Tribal Preservation Office and the Wampanoag Tribal Historic Preservation Office of the proposed project on April 24, 2023. To date, no response has been received.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 70**

Referencing the response to Council interrogatory 36, it states “Additional site reconnaissance and coordination with CDOT is required to develop an accurate estimate for Eversource’s portion of the plan, which will overlap with CDOT’s. In the SHPO’s determination letter, the recommendation was targeted to the Haviland and Elizabeth Streets-Hanford Place Historic Districts, which Eversource would need to address in its Historic Building Protection Plan as this area is included in CDOT’s Historic Building Protection Plan...” If the area is included in CDOT’s plan, why would Eversource need to address it? What areas are outside of CDOT’s Plan that Eversource would need to address in its own plan?

**Response:**

Eversource would comply with the SHPO-approved protection measures in CDOT’s Historic Building Protection Plan (“Plan”) in the two common areas of the projects, the Haviland and Elizabeth Streets-Hanford Place Historic Districts, located on the north side of Elizabeth Street. One additional area outside of CDOT’s Plan that Eversource would need to address independently is The Lodges Historic District, which is located south of Elizabeth Street.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 71**

Referencing the response to Council interrogatory 33, how would Eversource manage a nest that poses a risk for outages and reliability (ex. falling nest material, feces, etc.)?

**Response:**

If an active nest with eggs is present, work would be delayed until such time that the eggs have hatched, the young birds have fledged and the nesting cycle has been completed. If an inactive nest is present that may pose a risk for outages and impact reliability, it would be removed to avoid falling debris during construction and to reduce the risk of outages.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 72**

Are there any known Northern Long-Eared Bat (NLEB) maternity roost trees within 150 feet of the Project area? What is the distance and direction to the nearest NLEB hibernaculum?

**Response:**

No, there are no NLEB maternity roost trees located within 150 feet of the Project area. The nearest NLEB hibernaculum is in the municipality of Greenwich, approximately fifteen miles to the west-southwest. Eversource has consulted with the US Fish and Wildlife Service and based on the agency's recently developed Determination Keys ("DKeys"), a tool available for assessment of NLEB habitat areas, no potential NLEB habitat was identified within the Project vicinity. Additionally, the NLEB DKey determined that the Project will have no effect on this species.

**Date Filed:** May 15, 2023

**Request from:** Connecticut Siting Council

**Question: 73**

Referencing the response to Council interrogatory 41, how would disturbed areas be restored in accordance with the municipal tree ordinance? Explain.

**Response:**

The City of Norwalk's tree ordinance requires that Eversource apply for a permit to trim or remove any shrub or tree owned or controlled by the City. The Tree Warden may, after a site visit, issue a permit that contains instructions for restoration/re-plantings or provide for an option to make a payment to the Norwalk Tree Fund.