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April 26, 2004

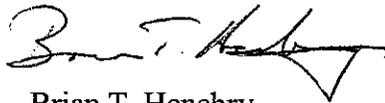
Ms. Pamela Katz
Chairman
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06501

Re: Docket No. 272

Dear Ms. Katz:

Enclosed are four copies of a Transmission Line Agreement between The Connecticut Light and Power Company ("CL&P") and the Connecticut Department of Transportation that has been approved as to form and signed by the Attorney General's office. A copy of this same agreement was marked at the recent hearings in this matter as Applicants' Exhibit 67, but the copy previously submitted was not signed by the Attorney General's office. Given the bulk nature of this material, CL&P requests bulk filing status. Electronic copies of this document are being sent to the service list.

Very truly yours,



Brian T. Henebry
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Counsel for The Connecticut Light
and Power Company

BTH/da

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{W1298829}

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RECORDED IN NORWALK LAND RECORDS
AT VOLUME _____, PAGE _____;
WESTPORT LAND RECORDS AT VOLUME
_____, PAGE _____; AND DARIEN LAND
RECORDS AT VOLUME _____, PAGE _____

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 5th 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;

((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~~

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~~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.~~

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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 6th, 11th, 16th, 21st and 26th 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 6th and 11th 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 (6th), eleventh (11th), sixteenth (16th), twenty-first (21st) and twenty-sixth (26th) 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 (6th) and eleventh (11th) 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

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".

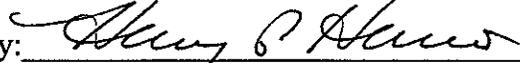
In the event of any conflict between the terms and provisions set forth in the body of this Agreement with those in the Specifications & Covenants, such conflict shall be resolved in favor of the terms and provisions in the body of this Agreement.

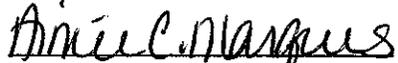
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESSES:

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


Name: Carl D. Rosa

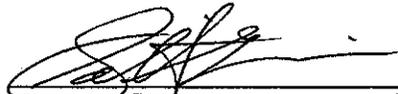
By:  (Seal)
Harry P. Harris
Bureau Chief
Bureau of Public Transportation


Name: Aimée C. Marques

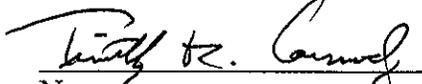
Sept 24, 2002
Date:

WITNESSES:

THE CONNECTICUT LIGHT
AND POWER COMPANY


Name: Salvatore Giuliano

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


Name: Timothy R. Carney

September 24, 2002
Date:

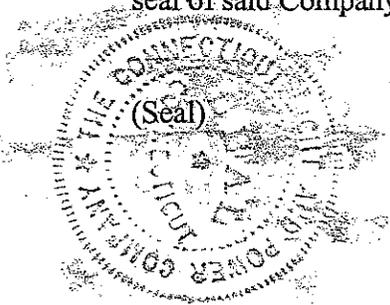
I, the undersigned, HEREBY CERTIFY that at a meeting of the Board of Directors of THE CONNECTICUT LIGHT AND POWER COMPANY, duly called and held on June 13, 1983, at which a quorum was present and acting throughout, the following resolution was duly adopted:

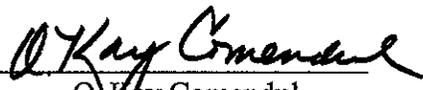
RESOLVED, that this Board hereby confirms that the officers of the Company severally have the authority, by virtue of their offices and within the scope of their respective responsibilities, to execute, deliver, acknowledge and file on behalf of the Company agreements, contracts, applications for licenses or other documents with the United States of America, any of the states, and with any political subdivisions (including any of their respective agencies) in which the Company may own property or otherwise transact business, as in the opinion of the officer so executing, delivering, acknowledging or filing such document may be in the interests of the Company.

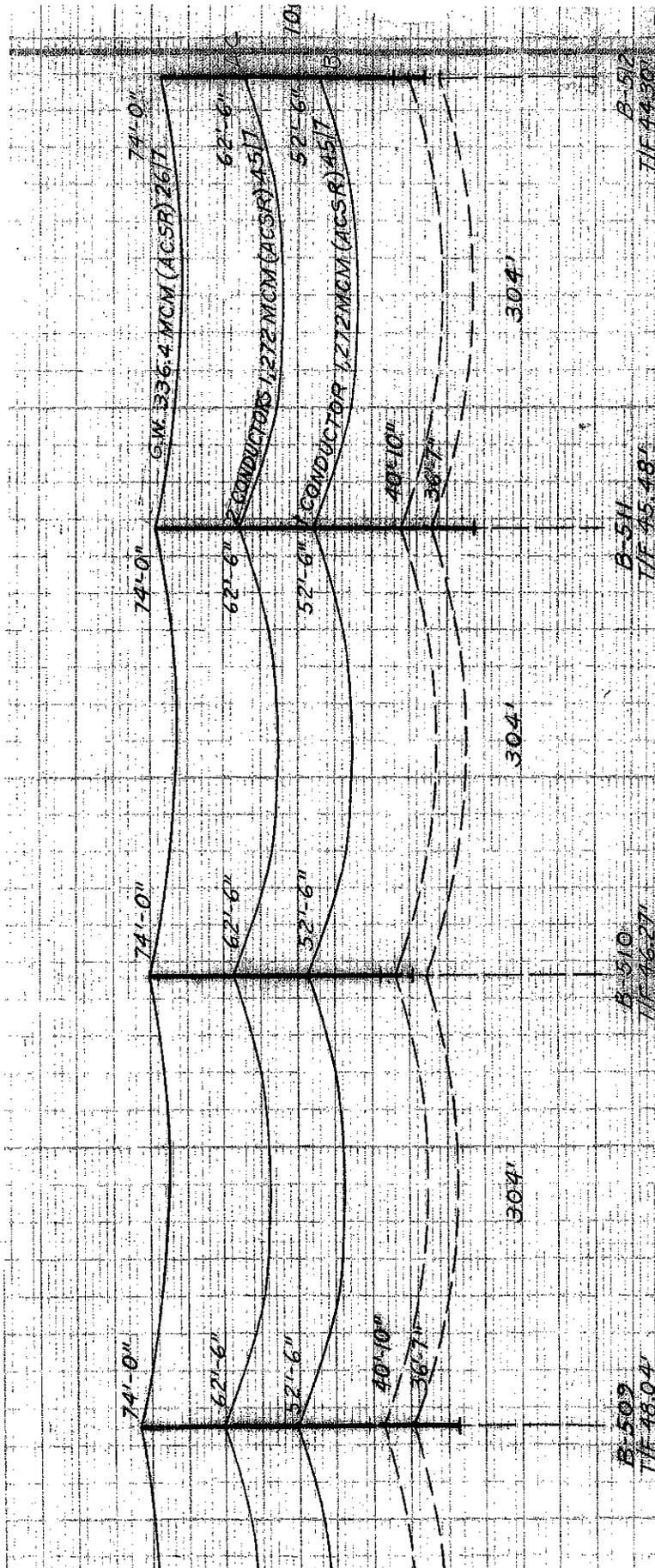
I DO FURTHER CERTIFY that the foregoing resolution is still in full force and effect as of this date.

I DO FURTHER CERTIFY that Roger C. Zaklukiewicz has been duly elected and this day is Vice President-Transmission Engineering and Operations of the Company, and that in his capacity as such officer he is authorized to enter into and/or amend license applications and related statements of fact with the Federal Communications Commission of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company on this 20th day of September, 2002.




O. Kay Comendul
Secretary



THE CONNECTICUT LIGHT & POWER COMPANY
BERLIN, CONNECTICUT

DISTRICT: STAMFORD TO FAIRFIELD, 115-KV. LINE
JOB: PLAN & PROFILE
TITLE: CL & P TOWER #3055 TO B-512

DATE: _____
SCALE: _____
DRAWN BY: P.A.B.
CHECKED BY: _____
APPROVED: _____
NOTED BY: _____

NO.	DESCRIPTION	DATE	BY
1	AS BUILT - EX-AVE		
2	AS BUILT - EX-AVE		
3	ADDED PROPOSED PILING		
4	ADDED PROPOSED PILING		
5	AREA VENTURY ROCKLAND ROAD		
6	STRUCTURE B-5015		
7	RELOCATED ASPER		
8	FIELD REQUEST		
9	FOR CONSTRUCTION		
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1457+50 1462+50 1465

B-509 B-510 B-512
TF 78.04' TF 76.27' TF 44.30'

1457+50 1462+50 1465

MUSCO DWG. NO. 01153-10001 P 1111-1

EXHIBIT A-2

STANDARD RAILROAD LICENSE
SPECIFICATIONS & COVENANTS

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

October 1, 2001

Metro-North Commuter Railroad Company

Connecticut Department of Transportation
Bureau of Finance & Administration
Division of Contract Administration
Agreements/Negotiations Section

The following changes are hereby made to certain defined terms herein:

- (a) All references herein to "Agreement" shall mean the attached Amended and Restated Transmission Line Agreement dated as of May 5, 2000;
- (b) All references herein to "Facilities" shall be deemed to mean the Transmission System as defined in the Agreement; and
- (c) All references herein to "Licensee" shall be deemed to mean the "Power Company" as defined in the Agreement.

- (1) ~~The Licensee hereby releases and waives all right or alleged right at any time to ask for or demand damages from the State or its employees, that have occurred or may occur to the Licensee, to the FACILITIES or to any property owned by or in possession or control of the Licensee, or the Licensee's officers, employees or agents, while in or upon the FACILITIES, including loss of use thereof, and whether or not due to the fault, failure or negligence of the State; and the Licensee further covenants and agrees to indemnify, protect and save harmless the State from and against all loss, cost, damage and expense, and claims and demands therefor, caused by or in connection with the presence, location, use, construction, condition, maintenance, repair, renewal, or removal of the FACILITIES, or the facilities of the Licensee used in connection therewith, or injury or damage caused thereto or thereby, and whether to the property of the State or to property in its possession, control or custody, to its employees, patrons or licensees, or to persons or property of others who may seek to hold the State liable therefor, and whether attributable in whole or in part to the fault, failure or negligence of the State.~~
- (2) The Licensee agrees that at all times during the life of this Agreement, including any supplements thereto and all renewals thereof, it shall indemnify and save harmless the State, Metro-North Commuter Railroad Company, their officers, agents, employees and said FACILITIES from all claims, suits, actions, damages and costs of every name and description a) resulting from the negligent use of said FACILITIES by the Licensee and/or any of its subcontractors or b) resulting from the non-use of said FACILITIES while said FACILITIES is under the jurisdiction and control of the Licensee or c) resulting from the nonadherence of the Licensee and/or its subcontractors to any of the restrictions, covenants and specifications of this Agreement, including any supplementals thereto and all renewals thereof, and such indemnity shall not be limited by ~~reason of any insurance coverage.~~ (See Article IX of the Agreement)

It is further understood and agreed by the parties hereto, that when the Licensee is not a municipality or any other Connecticut governmental entity, the Licensee shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

When the Licensee is a municipality or any other Connecticut governmental entity, the Licensee agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Licensee, the Licensee shall not use the defense of Governmental Immunity.

- (3) The burden of obtaining all permits and approvals which may

for the Facilities
 be necessary or appropriate/shall be upon the Licensee and shall be at the sole risk, cost and expense of the Licensee whose responsibility it shall be to comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the State, and the Licensee hereby agrees to indemnify, protect and save harmless the State.

- (4) The Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the State.
- (5) As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the State or its property by reason of the construction of said FACILITIES of the Licensee, and the Licensee further covenants and agrees to pay to the State promptly when billed therefor, the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the State or its property by reason of the construction and maintenance of said FACILITIES of the Licensee.
- (6) ~~The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer thereof shall be made, or other use be permitted than for the purpose stated herein without the prior consent and agreement in writing of the State. (See Article XIII of the Agreement)~~
- (7) The Licensee agrees to comply with and conform to all the laws of the State of Connecticut, and the ordinances and zoning regulations of the Town(s) in which the said FACILITIES is located, regarding health, nuisance, fire, highways, and sidewalks, so far as the said FACILITIES is or may be ~~concerned~~ subject to them.
- (8) ~~It is further agreed that at the termination of this Agreement for any reason, improvements (including, but not limited to signs, lighting, fences, pier protection devices, paved areas or sidewalks) shall not be removed from the site and shall be the property of the State, or at the State's option, the Licensee shall restore the site to the same physical condition existing immediately before the execution of this Agreement, at no expense to the State. In the event the Licensee shall not fulfill this obligation within a reasonable time when requested by the State, the State shall, at its option, arrange to have the work done and shall bill the Licensee for all expenses incurred. The Licensee shall promptly pay when billed without recourse. (See Article III(m) of the Agreement)~~
- (9) The Licensee shall record this Agreement, including any

supplements hereto and all renewals thereof, if any, in the land records of the town(s) in which the said FACILITIES is located, at no expense to the State, and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure of the Licensee to record the document(s) as specified herein, shall be ~~sufficient grounds for the State to terminate this Agreement without notice~~ a default under Article XVI of the Agreement.

- (10) The Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Licensee as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.
- (11) The Licensee shall make all payments to the State by check, made payable to "Treasurer, State of Connecticut" and addressed to the "Accounts Receivable Unit, Connecticut Department of Transportation, P.O. Box 317546, Newington, Connecticut, 06131-7546".
- (12) The Licensee, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that: (1) no person, on the grounds of race; color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the use of said crossing; (2) in regard to any construction and/or improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) the Licensee shall use the land in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended. ~~In the event of a breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the Agreement and to re-enter and repossess said land and the facilities thereof and hold the same as if said Agreement had never been made or issued.~~ shall be a default under Article XVI of the Agreement.
- (13) (a) For the purposes of this section, "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 Conn. Gen. Stat. §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The Licensee agrees and warrants that in the performance of the contract such Licensee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Licensee 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. The Licensee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to blindness, unless it is shown by such Licensee that such disability prevents performance of the work involved; (2) the Licensee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Licensee agrees to provide each labor union or representative of workers with which such Licensee has a collective bargaining agreement or other contract or understanding and each vendor with which such Licensee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Licensee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Licensee agrees to comply with each provision of this section and Conn. Gen. Stat. §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§46a-56, 46a-68e and 46a-68f; (5) the Licensee 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 Licensee as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the Licensee 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 Licensee's good faith efforts shall include, but shall not be limited to, the following factors: The Licensee'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 Licensee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Licensee 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 Licensee 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 Conn. Gen. Stat. §46a-56; provided if such Licensee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Licensee 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 Licensee 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.

- (14) (a) Pursuant to Section 4a-60a of the Connecticut General Statutes, (1) The Licensee agrees and warrants that in the performance of the contract such Licensee 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 of the State of Connecticut, and that employees are treated

when employed without regard to their sexual orientation; (2) the Licensee agrees to provide each labor union or representative of workers with which such Licensee has a collective bargaining agreement or other contract or understanding and each vendor with which such Licensee 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 Licensee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Licensee agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Licensee 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 Licensee which relate to the provisions of this section and section 46a-56 of the general statutes.

(b) The Licensee shall include the provisions of subsection (a) 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 Licensee 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 section 46a-56 of the general statutes; provided, if such Licensee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of a such direction by the commission, the Licensee 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.

- (15) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination,

until the Agreement is completed or, terminated prior to completion. The Licensee, as part consideration hereof, agrees that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the Licensee will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement. *

- (16) This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut State Employment Service.*
- (17) The Licensee hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, a copy of which is attached hereto and made a part of this Agreement.
- (18) The Licensee agrees that the attached "Policy Statement, Policy No. Admin.-19, dated September 1, 1999, Subject: Policy on D.B.E.'s" is hereby made a part of this Agreement. The State advises the Licensee that failure to carry out the requirements set forth in this policy statement shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.*
- (19) The Licensee hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. ADMIN. -10 Subject: Code of Ethics Policy", March 25, 1999, a copy of which is attached hereto and made a part hereof.

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

*The exercise of the cancellation, termination and suspension rights in this paragraph are subject to the notice and cure provisions in Article XVI of the Agreement.

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

(1) 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;

(2) Accept another State contract which would impair the independent judgment of the person in the performance of the existing contract;

(3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

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

(20) 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 Licensee is to receive such notice -

the person(s) acting herein as signatory for the Licensee receiving such notice;

(b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

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

The term "official notice" as used herein, shall be

construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

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

~~(21) It is mutually understood and agreed by the parties hereto that any right of extension of the terms of this Agreement specifically granted herein by the State to the Licensee, if any, shall only be exercised by the Licensee by causing notice in the form and manner herein specified, to be received by the State not less than sixty (60) days nor more than one hundred fifty (150) days prior to the effective date of such extension.~~

(22) Suspended or debarred Licensees, 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.

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

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

(b) Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) 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 (1) (b) of this certification; and

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

(2) Where the Licensee is unable to certify to any of the statements in this certification, such Licensee shall attach an explanation to this Agreement.

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

(a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(23) The Licensee hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

(24) This clause applies to those Licensees who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Licensee represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Licensee to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the

Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the licensee. The licensee warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the licensee to be in compliance with this Act, as the same applies to performance under this Agreement. will be deemed a default under Article XVI of the Agreement.

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

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

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

- (26) All the Licensee's obligations hereunder shall survive this Agreement or any other agreement or action, including, without limitation, any consent decree, or order, between the Licensee and the government of the United States or any department or agency thereof, the State and/or the Municipality.
- (27) In addition to Item (2) of these Standard Specifications, the Licensee hereby agrees as follows:

The Licensee shall or if the Licensee is one of several licensees, the Licensees shall jointly and severally, protect, indemnify, defend, and hold harmless the State, Metro-North

Commuter Railroad Company and any of their officers, employees and agents and their respective heirs, legal representatives, successors and assigns, from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property or natural resources, including attorneys' fees and consultants' fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) any violation or alleged violation of the Environmental Laws by ^{Licensee} ~~any person~~ or by entity or other source ~~whether related or unrelated to~~ ^{under the control of} the Licensee, or (ii) the disposal or alleged disposal of Hazardous Substances (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, ~~whether related or unrelated to the Licensee~~ ^{under the control of the Licensee}.

- (28) This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order. *
- (29) The Agreement, when fully executed by both parties, and this "STANDARD RAILROAD LICENSE SPECIFICATIONS & COVENANTS FOR WIRE, PIPE AND/OR CABLE TRANSVERSE CROSSINGS AND/OR LONGITUDINAL OCCUPATIONS WITHIN THE RAILROAD RIGHT OF WAY", together constitute the entire agreement between the parties hereto and shall supersede all previous communications, representations, or Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.
- (30) In the event of any conflict between the notice and cure provisions in these "Specifications & Covenants" with those in the attachments hereto, the conflict shall be resolved in favor of the notice and cure provisions in these Specifications & Covenants.

Rev. 10/01/01

* The exercise of the cancellation, termination and suspension rights in this paragraph are subject to the notice and cure provisions in Article XVI of the Agreement.

STATE OF CONNECTICUT
 BY HIS EXCELLENCY
 THOMAS J. MESKILL
 GOVERNOR
 EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 363 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of non-discrimination in compliance with the provision of this Order.

XIII

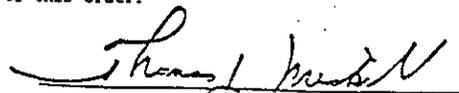
The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.


GOVERNOR

GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3. EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.*

* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of Nov., 1971.

JACK A. FUSARI
LABOR COMMISSIONER

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 5-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order; and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.

Thomas J. Meskill

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, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement Provision. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related 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 | Vendors (where applicable) |
| Subcontractors | Suppliers of Materials (where applicable) |
| Consultants | Municipalities (where applicable) |
| Subconsultants | Utilities (where applicable) |
- C. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- D. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the subcontractor or subconsultant.
- E. These Required Contract Provisions apply to all state funded and/or federally-assisted projects, activities and programs in all facets of the Connecticut Department of Transportation operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing as a guide the Connecticut Department of Transportation Affirmative Action Plan Guideline.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation 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 program of equal employment opportunity 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 than once every six (6) months thereafter, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.

- (2) All new supervisory 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 (30) 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 protected class group employee.
- 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 take the following actions:
- (1) Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2) The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- A. When advertising for employees, the Company will include in all advertisements for employees 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 work force would normally be derived.
- 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 its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company 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 its present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the 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 following procedures shall be followed:

- 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 Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- E. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the Company proposing to do business with the Connecticut Department of Transportation. The goals and time tables will remain the same throughout the contract provision.

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 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, it will use its 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 an association acting as agent will include the procedures set forth below:

- A. The Company will use its 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 its best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- C. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent 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 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 or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company 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 pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the Connecticut Department of Transportation.

9. Subcontracting

- A. The Company will use its 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 a list of applicable Disadvantaged Business Enterprises 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.
- C. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

10. Records and Reports

For the duration of the project, the company will maintain records as are necessary to determine compliance with the Company's equal employment opportunity obligations and Affirmative Action requirements. Additionally, the company will submit all requested reports in the manner required by the contracting agency.

- A. The number of minority and nonminority group members and women employed in each work classification on the project.
- B. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely on whole or in part on unions as a source of their work force).
- C. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- D. The progress and efforts being made in securing the services of minority and female owned businesses.
 - (1) All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation including consultant firms.
 - (2) If on-the-job training is being required by the "Training Special Provision", the Company will be required to furnish a Monthly Training Report and Supplement Report (1409) for each trainee.

11. Affirmative Action Plan

- A. Contractors, subcontractors, vendors, suppliers, and all other Companies with contracts, agreements or purchase orders completely state funded will submit an Affirmative Action Plan if the contract value is \$5,000 or over.
- B. Contractors, subcontractors, vendors, suppliers, and all other Companies with federally-assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an Affirmative Action Plan.
- C. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in A and B above shall be exempt from the required submission of an Affirmative Action Plan unless otherwise directed by the Division of Contract Compliance.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

Policy No. ADMIN - 19
September 1, 1999

SUBJECT: Policy on D.B.E.s

The Department of Transportation is committed to an effective implementation of a D.B.E. Program as defined in Title 49, Code of Federal Regulations, Part 26, and includes the following objectives:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field in which D.B.E.s can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's D.B.E. Program is narrowly tailored in accordance with applicable law;
- (d) To ensure only firms that fully meet this part's eligibility standards are permitted to participate as D.B.E.s;
- (e) To help remove barriers to the participation of D.B.E.s in DOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the D.B.E. Program.

The Director of Contract Compliance has been designated as the D.B.E. Liaison Officer. In that capacity, the Director of Contract Compliance is responsible for implementing all aspects of the D.B.E. Program. Implementation of the D.B.E. Program is accorded the same priority as compliance with all other legal obligations incurred by the Connecticut Department of Transportation in its financial assistance agreements with the U.S. Department of Transportation.

As part of the requirements for Title 49, Code of Federal Regulations, Part 26, effective immediately, I am directing the following be included in all federal-aid contracts, all financial assistance agreements, and in all subcontracts.

For all agreements with contractors, subcontractors, consultants, cities, towns, and all recipients of state or federal-assistance funds:

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

In addition to the above, all financial agreements shall also contain the following statement:

- 2) The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its D.B.E. Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's D.B.E. Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

(This statement supersedes the Commissioner's Policy Statement No. ADMIN. - 19, dated February 9, 1994).



James F. Sullivan
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

Policy No. ADMIN.-10
March 25, 1999

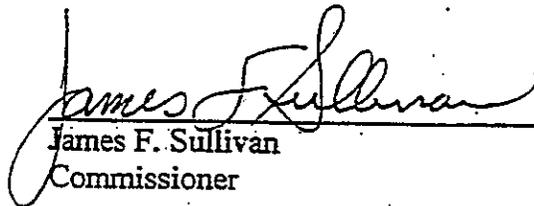
SUBJECT: Code of Ethics Policy

It is the policy of the Department that all employees are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials.

Any questions concerning the application of the Code of Ethics for specific situations should be directed to the State Ethics Commission.

The Personnel Administrator shall be responsible for issuing periodic updates and/or clarifications of previously released Personnel Memorandums concerning this Code of Ethics Policy as is deemed appropriate.

(This statement supersedes the Commissioner's Policy Statement No. ADMIN.-10, dated November 28, 1994.)


James F. Sullivan
Commissioner



STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

92 FARMINGTON AVENUE

HARTFORD, CONNECTICUT, 06106

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to § 12-412 (1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

_____ will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of property or service(s):

Purchaser State of Connecticut, Department of Transportation
Name of Agency

By _____ Title _____

Address 2800 Berlin Turnpike, P.O. Box 317546
Newington, Connecticut 06131-7546

Dated _____

at Newington, Connecticut

John G. Rowland

Executive Order No. 16

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment—

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Dated in Hartford, Connecticut this 4th day of August 1999.

John G. Rowland
John G. Rowland, Governor

Filed this 4th day of August 1999



Stacy Bys, Secretary of the State

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