

**Connecticut Commission
on Culture & Tourism**

Capital
Improvement
Grant
Program



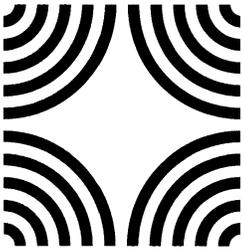
59 South Prospect Street
Hartford, Connecticut
06106

(860) 566-3005

www.cultureandtourism.org

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Connecticut Commission on Culture & Tourism CAPITAL IMPROVEMENT GRANTS STATE OF CONNECTICUT

Program Year 2007

The Connecticut Commission on Culture & Tourism (CCT) is pleased to offer two capital improvement grants (CIP) that recognize the importance of the state's historic and cultural assets and their role in enhancing the quality of life for Connecticut's citizens and the state's economic vitality.

Applicants can apply for only one Capital program per property per year. Applicants must have successfully completed any previous CIP projects prior to submitting another CIP application.

PROGRAM HIGHLIGHTS

- **Historic Restoration Fund (HRF) Grants** may be used for the restoration, rehabilitation or purchase of historic buildings, structures, and objects as well as the investigation of archaeological sites. Properties must be listed on the State Register of Historic Places and owned by non-profit organizations or municipalities.
- Grant awards will range from \$5,000-\$200,000;
- Grants awards must be matched on a one-to-one basis with cash (no in-kind services allowed);
- Matching funds cannot be funds from the State of Connecticut. Federal funds or other non-state funds may be used;
- Facilities must be open to the public or work must be visible to the public;
- A preservation easement of limited duration must be placed on the property following completion of the project;
- Grant funds are paid to grantees on a single-payment reimbursement basis following the completion of the project and approval of all work by CCT; and
- Project work must be consistent with the Secretary of the Interior's Standards for Rehabilitation.

Grant Program Manager: Mary M. Donohue, Survey and Grants Director, HPMD,
860-566-3005 ex. 323 or email mary.donohue@po.state.ct.us

- **Cultural Capital Grants (CCG)** may be used for the rehabilitation, restoration, stabilization, improvement, expansion, or purchase of new or existing buildings and structures utilized for cultural programs. Properties must be owned by a cultural non-profit organization.
- Grant awards will range from \$5,000-\$75,000;
- Grant awards must be matched on a one-to-one basis with cash (no in-kind services allowed);
- Matching funds cannot be funds from the State of Connecticut. Federal funds or other non-state funds may be used.
- Facilities must be open to the public and provide for disabled access;
- Grant funds are paid to grantees on a single-payment reimbursement basis following the completion of the project and approval of all work by CCT.
- Project work must be consistent with the Secretary of the Interior's Standards for Rehabilitation if the property is determined eligible for listing on the State or National Registers of Historic Places by CCT.

Grant Program Manager: Mary M. Donohue, Survey and Grants Director, HPMD, 860-566-3005
ext. 323 or email mary.donohue@po.state.ct.us

WHO MAY APPLY

HRF

Eligible applicants are limited to Connecticut municipalities or non-profit organizations that have tax-exempt status under Section 501(c) (3) of the U. S. Internal Revenue Code for at least two years. Federal and state agencies are not eligible to apply.

Eligible properties include Connecticut buildings, structures, objects and archaeological sites that are listed on the State Register of Historic Places or the National Register of Historic Places that are owned or leased long-term (20 years as of the date of application) by 501(c)(3) nonprofit organizations or municipalities. Federally-owned properties are ineligible.

Eligible activities are strictly limited to the rehabilitation, restoration, stabilization, provision of disabled access, archeological investigation, or purchase of eligible properties.

Ineligible activities include consulting fees, attorney's fees and other "soft" project costs; projects that involve both acquisition and non-acquisition activities for the same property; fundraising efforts; scholarships; lobbying activities; hospitality expenses; software acquisition; travel; postage; political contributions; special events; interest payments; grant administration fees and equipment purchases; regranteeing; creation, installation and maintenance of exhibits; and all pre-development costs. Costs incurred prior to the date of a grant award are ineligible.

CCG

Eligible applicants are strictly limited to non-profit organizations that have had tax-exempt status under Section 501(c) (3) of the U. S. Internal Revenue Code for at least two years. Federal and state agencies are not eligible to apply. Eligible organizations include:

- Arts organizations, local arts agencies
- History and heritage organizations
- Historic preservation organizations
- Humanities organizations

Ineligible applicants include individuals; for-profit entities (application must come from non-profit organization); municipalities; public/private primary, secondary schools and institutions of higher education; churches or faith-based organizations; state agencies; federal agencies; or entities whose primary place of business is not in Connecticut.

Eligible properties include Connecticut buildings and structures that will be primarily utilized for cultural programs and activities including but not limited to dance, music, theater, studio arts, film and other visual media, art museums, and heritage museums. Properties must be owned or leased long-term (20 years as of the date of application) by 501(c) (3) nonprofit organizations. Federally-owned or state-owned properties are not eligible.

Eligible activities include rehabilitation, restoration, and stabilization, provision of disabled access, archeological investigation, purchase or new construction.

Ineligible activities include consulting fees, attorney's fees and other "soft" project costs; projects that involve both acquisition and non-acquisition activities for the same property; fundraising efforts; scholarships; lobbying activities; hospitality expenses; software acquisition; travel; postage; political contributions; special events; interest payments; grant administration fees and equipment purchases; regranteeing; creation, installation and maintenance of exhibits; and all pre-development costs. Costs incurred prior to the date of a grant award are ineligible.

State Bond Funds -- The CCG funding must receive final approval and allocation by the State Bond Commission. **It may take some time to be approved by the State Bond Commission and projects are not authorized to start before State Bond Commission approval is granted.**

Non-profit organizations or municipalities applying for other CCT grant programs, such as Basic Organizational Support, Certified Local Government Grants, and historic preservation grants, may also apply for funding from the HRF or CCG programs.

GRANT AWARD SELECTION CRITERIA

HRF GRANTS

1. PROGRAM IMPACT (40%):

Evidence that the proposed program will do one or more of the following:

- Successfully enhance or maintain the long-term preservation and protection of historic building, structure, object or site;
- Generate a positive economic impact through job creation or tourism;
- Improve accessibility to programs by providing disabled access to facilities;
- Provide enhanced capabilities for programming that will serve a wider audience or will serve underserved members of the community;
- Attract new audiences/participants/visitors.

2. ABILITY TO CARRY OUT THE PROGRAM (40%):

- Thoroughness and appropriateness of program budget and construction documents;
- Feasibility of the program's success, based on thorough planning reflected in narrative;
- Demonstrated track record of organizational success;
- Ability to operate and maintain the facility after completion of the grant-assisted work.

3. ADDITIONAL CONSIDERATIONS (20%):

- Ability of project to have a positive impact and promote historic preservation on a local, regional or statewide basis;
- Demonstrated partnerships with other community programs such as the local arts agency, historical society, tourism board, or economic development organization;
- Geographic distribution of awards.

CCG GRANTS

1. PROGRAM IMPACT (40%):

Evidence that the proposed program will do one or more of the following:

- Substantially improve the organization's ability to provide facilities necessary for high quality cultural programming and/or administrative activities;
- Generate a positive economic impact through job creation or tourism;
- Improve accessibility to cultural programs by providing disabled access to facilities;
- Expand the physical facilities to allow for cultural programming that will serve a wider audience or will serve underserved members of the community;
- Improve the organization's ability to attract new audiences/participants/visitors.

2. ABILITY TO CARRY OUT THE PROGRAM (40%):

- Thoroughness and appropriateness of program budget and construction documents;
- Feasibility of the program's success, based on thorough planning reflected in narrative;
- Demonstrated track record of organizational success;
- Ability to operate and maintain the facility after completion of the grant-assisted work.

3. ADDITIONAL CONSIDERATIONS (20%):

- Ability of project to have a positive impact on cultural awareness on a local, regional or statewide basis;
- Demonstrated partnerships with other community programs such as the local arts agency, Main Street program, historical society, tourism board, or economic development organization;
- Geographic distribution of awards.

HOW TO APPLY

Applicants must complete and submit all of the information requested below. Application must be submitted to CCT at 59 South Prospect Street, Hartford, Connecticut, 06106.

To apply, applications must be received (not postmarked) by October 27, 2006, at 4:30 p.m. No application will be accepted after this date and time, therefore applications sent via mail, must arrive at CCT by the morning mail delivery.

Faxed or Electronic Applications will not be accepted.

The application form will be available in PDF format on the Commission on Culture & Tourism website, www.cultureandtourism.org or by request to the appropriate grants manager.

APPLICATION MATERIALS

The application must include an application cover sheet, narrative, budget and attachments. Please note that applications missing any of the listed materials may be considered substantially incomplete and not be reviewed. Applications must be submitted in a three-ring binder. All attachments should be referenced with the appropriate section and where applicable, item numbers. All attachments should be provided on standard 8 1/2" by 11" letter-sized sheets except for architectural drawings, which may be submitted in larger formats. Program must be compatible with the Commission on Culture & Tourism's Strategic Plan, 2005-2008.

1. General Application Cover Sheet

Complete one application cover sheet for your project. The form must be signed and dated, with an original signature (see page 7).

2. General Application Attachments

3. HRF or CCG Grant Application Materials

HRF Applications include Appendices A, C, D, E, F and G.

CCG Applications include Appendices A, D, E, F, G and H.

Please review your application carefully for completeness.

FINAL REPORTS

Please review Grantees are required to submit a Final Report and a Request for Reimbursement within 90 days of the completion of the project. Failure to submit a final report will void eligibility for future funding from CCT.

Final Project Reports must be formatted and submitted in accordance with all CCT requirements.

Note: HRF and CCG grants are awarded on a single-payment, reimbursement basis. Grantees must complete and pay for all project work prior to receiving reimbursement for 50% of all eligible project costs up to the maximum of their grant award.

CONNECTICUT COMMISSION ON CULTURE & TOURISM HRF/CCG GRANT APPLICATION COVER SHEET

APPLICANT INFORMATION

Federal Employer ID Number _____

Municipality or Organization Name _____

Street Address or Location _____

Mailing Address (if different) _____

City/State/Zip _____

Daytime Telephone _____ Fax Number _____ Web Address _____

Chief Elected Official/Executive Director _____ Phone or Extension _____ Email Address _____

Application Contact Person _____ Phone or Extension _____ Email Address _____

PROJECT INFORMATION

(Check only one)

Historic Restoration Fund Cultural Capital Grant

LEGISLATIVE INFORMATION

U.S. Representative _____ District Number _____

State Senator _____ District Number _____

State Representative _____ District Number _____

Use one sentence to describe your project/program in the space allotted here:

GRANT REQUEST

Enter the total amount of the requested grant

\$ _____

SIGNATURE

Signature of Authorized Official _____ Title _____ Date _____

**SECTION I:
APPLICANT/
BASIC PROJECT
INFORMATION**

(Check only one)

- Historic Restoration Fund Cultural Capital Grants

- A. Include a resume, firm profile, portfolio, or other appropriate background information pertaining to the proposed Professional Project Consultant if a grant is received.

For most projects this should be an architect or structural engineer licensed to practice in Connecticut or, in the case of archaeological investigations or conservation of a historic sculptures/monument, an individual or firm which meets the standards specified in the Secretary of the Interior's Historic Preservation Professional Qualification Standards; acquisition projects require that an attorney licensed to practice law in Connecticut serve as the Project Consultant.

- B. Define the project type (e.g. rehabilitation, restoration, stabilization, acquisition, etc.);
- C. Provide the street address of the property the grant will assist.
Include a map showing the exact location of the property for the project that will be assisted.

**SECTION II:
DETAILED
PROJECT
INFORMATION**
(Three page maximum)

- A. Attach a narrative general description of the project;
- B. Attach a narrative description of any ground disturbance involved in the project;
- C. Provide a detailed construction schedule for project;
- D. Attach a narrative of desired effects/outcomes of project for both the applicant and the general public.

**SECTION III:
BUDGET**

- A. Outline a general project budget summary that includes allowable grant costs, which are limited to the following and only the following items where applicable:
1. Project sign;
 2. Archaeological investigation fees (not applicable for acquisition projects);
 3. Legal advertisements soliciting requests for proposals bids from contractors (not applicable for acquisition projects);
 4. Documentary photography;
 5. Land Record filing and single-audit fees;
 6. Total costs associated with construction, rehabilitation, stabilization, acquisition, new construction, etc..

B. Itemized Project Budget

1. For projects other than acquisitions – Include a detailed line-item “construction” budget reflecting all project costs in Uniform Construction Index format.
2. For acquisition projects – include an itemized list of anticipated purchase costs (including anticipated closing costs other than attorney's fees; attorney's fees are not an eligible HRF or CCG program expense).

**SECTION IV:
MATCHING
FUNDS**

(Three page maximum)

- A. Attach a narrative on the amount, source and availability of matching funds, including an acknowledgement that state funds will not be used to match any state assistance received from the Historic Restoration Fund or Cultural Facilities Fund;
- B. Provide a notarized letter of assurance signed by the applicant’s authorized signatory which guarantees that the funds required to match an Historic Restoration Fund or Cultural Capital Grant grant award are available and restricted for this purpose as of the due date of the application;
- C. Attach a narrative describing how project costs will be paid for prior to receipt of matching grant funds following the completion and payment for all project work by the applicant.

**SECTION V:
PROJECT NEED**

(Three page maximum)

- A. Attach a narrative describing the need for the project and how the project will sustain and/or enhance the future operating stability/capability of the applicant;
- B. Attach a narrative which describes the project’s impact (i.e., job creation, economic impact, access, quality-of-life or other issues deemed relevant by the applicant) on a local, regional or statewide basis. Describe what broad-based community support the project has and the number of constituents affected;
- C. If the property is located in an area which has been specifically targeted by state or local government as a Neighborhood Revitalization Zone, Main Street Program area or other specific community development area, attach a narrative indicating how the project is consistent with the goals of the given program (If available, letters from appropriate municipal officials which help address this issue may be submitted.)

**SECTION VI:
OPERATING
FORECAST
DETAIL**

(Two page maximum)

- A. Describe how the project corresponds to the organization’s long-term facilities plan;
- B. Include a schedule outlining proposed hours for public visitation and fees, if any, for the property following the completion of grant work.

**SECTION VII:
ORGANIZATIONAL
/PROJECT
READINESS**

(Three page maximum)

- A. Attach a narrative demonstrating the applicant's financial stability, including a financial projection, documentation of strategic planning and fundraising feasibility. Include the current year and projection for second year;
- B. Provide organizational financial statements from the past three fiscal years;
- C. Provide a complete list of any capitol grant applications made to/grants received from any State of Connecticut funding source for the last three years.

**SECTION VIII:
OTHER REQUIRED
ATTACHMENTS**

(All applications)

- A. Technical Documents
 - 1. For projects other than property acquisitions – attach detailed, complete, professionally prepared architectural or technical plans and specifications for the project;
 - 2. For property acquisitions – attach a minimum of two real estate appraisals completed by appraisers licensed to practice in Connecticut within the six month period prior to the application due date.
- B. Provide a notarized letter signed by the organization's/municipality's authorized signatory stating that, if awarded a matching grant-in-aid by the Connecticut Commission on Culture & Tourism, the recipient will comply with all provisions of all applicable state and federal laws and executive orders;
- C. If the property for which grant assistance is being requested is not owned by the applicant, is mortgaged, or if any other party has a current legal interest in the property, include a notarized letter from the property owner which authorizes the applicant to submit an application for matching grant-in-aid assistance from the Commission on Culture & Tourism for this project;
- D. Submit a legal opinion from an attorney licensed to practice law in Connecticut which states:
 - (a) The name of the property's legal owner of record;
 - (b) The name(s) of any other parties holding an interest in the property and the nature of the interest;
 - (c) A Preservation Restriction in favor of the Commission on Culture & Tourism (see Appendix C) can be recorded in the land records of the municipality in which the property is located.
- E. If the property is leased by the applicant, attach a copy of the current lease agreement;
- F. If parties other than the owner/applicant hold an interest in the property (i.e., mortgagees or lessees), provide notarized statements in which each of these interested parties agrees to subordinate their interest to the Connecticut Commission on Culture & Tourism's Preservation Restriction in the event that grant funds are received from the Commission for the purpose of completing this project;

**SECTION VIII:
OTHER REQUIRED
ATTACHMENTS**
(continued)

- G. Attach a notarized letter of assurance executed by the applicant's authorized signatory indicating that if awarded a Historic Restoration Fund or Cultural Capital Grants grant, the applicant will, prior to receiving any grant reimbursement payments, provide the Connecticut Commission on Culture & Tourism with an acceptable Preservation Restriction of limited duration in accordance with the schedule included in Appendix E and which has recorded in the Land Records of the municipality in which the property receiving grant assistance is located. Non-historic properties do not have to provide this letter.
- H. Provide a certified resolution approved by the applicant's legislative body, board of directors, or other appropriate corporate authority which empowers one or more individuals to execute the grant application, a project Funding Agreement and the project Preservation Restriction. (Note: samples of a certified signatory authorizing resolution, a Project Funding Agreement and Project Preservation Restriction are provided in Appendices A and B, and C respectively)
- I. If the applicant is a nonprofit, attach a copy of the organization's dated 501(c) tax-status determination letter from the Internal Revenue Service;
- J. Provide either a CD or DVD containing at least six different, appropriately identified, current digital photographs (.jpg format) of the property for which Historic Restoration Fund or Cultural Capital Grant assistance is being requested (Note: include facade and exterior elevation views as well as appropriate close-up views);
- K. Submit copies of the following Commission on Human Rights and Opportunities forms included with this application package in Appendix D which have been completed, signed and dated by the applicant's authorized signatory:
 - (a) "Notification to Bidders"
 - (b) "Employer Report of Compliance Staffing;"
 - (c) Affirmative Action and Americans with Disabilities Compliance Form
- L. Provide a notarized letter assurance signed by the applicant's authorized signatory stating that, for any projects funded by a grant from the Historic Restoration Fund or the Cultural Capital Grants, the applicant agrees to aggressively solicit bids for all contract work from qualified minority and women-owned contracting firms, and to meet all other Affirmative Action and procurement requirements specified by CCT;
- M. If the applicant (municipality or nonprofit organization) has 50 or more employees, the items listed below apply.
 - 1. Attach a copy of a municipal or organization-wide affirmative action plan.
 - 2. Municipalities and nonprofit organizations with 50 or more employees which do not have written affirmative action plans must submit a notarized affidavit signed by the applicant's authorized signatory guaranteeing that an affirmative action plan will be developed within six months of the application.
- N. For properties located in local historic districts, or which have been designated as local historic properties, by municipal ordinance pursuant to Section 7-147a-y of the Connecticut General Statutes, all applicants must attach a Certificate of Appropriateness from the municipal historic district/property commission of jurisdiction (not applicable for acquisition projects).
- O. Provide a notarized copy of the Gift Affidavit found in Appendix F.

**SECTION IX:
OTHER REQUIRED
ATTACHMENTS-
HRF APPLICATIONS
ONLY**

- A. Include a copy of a long-term preservation plan for the property for which the grant funds are requested. The plan should include, but not necessarily be limited to:
 - 1. Identification of projected future property use(s),
 - 2. List of prioritized restoration needs, and
 - 3. Plans for compliance with the Americans with Disabilities Act (ADA).

- B. If the property is threatened with loss or destruction, please describe the nature and immediacy of that threat.

**SECTION X:
OTHER REQUIRED
ATTACHMENTS-
CFF APPLICATIONS
ONLY**

- A. Nonprofits Only: Attach a notarized statement signed by the property owner or the property owner's authorized representative agreeing to the placement of a 10-year monetary lien on the property as required by the terms of the Special Act of the Connecticut General Assembly from which CCG grants program funding is derived.

- B. Nonprofits Only: Complete and attach a copy of the Lien Analysis Form included in Appendix G

**SECTION XI:
OPTIONAL
ITEMS-ALL
APPLICATIONS**

- A. Letters of support for their application from public and private supporters of the applicant's proposed Historic Restoration Fund or Cultural Capital Grants project.

APPENDIX A

**SAMPLE
SIGNATORY
AUTHORIZING
RESOLUTION**

I, _____, the duly qualified and acting Clerk of the _____ of _____, Connecticut, do hereby certify that the following resolution was adopted at a _____ meeting of the _____ (regular/special), held on _____, and is on file (governing body) (date) and of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

RESOLVED:

That the _____ is authorized and (First Selectman, Mayor, City Manager, Town Manager, Executive Director) directed to file an application on forms prescribed by the Connecticut Commission on Culture and Tourism for financial assistance in accordance with the provisions of C.G.S. Sec. 10-392 and C.G.S. Sec. 10-411 of the Connecticut General Assembly, in an amount not to exceed \$ _____, and upon approval said request to enter into and execute a Grant Contract and Preservation Restriction with the state for such financial assistance to this municipality or non-profit organization for _____ (name and type (HRF or CCG) of grant project).

(Signature of clerk or secretary)

(date)

APPENDIX B

**SAMPLE
HRF/CCG
PROJECT
GRANT
CONTRACT**

**GRANT CONTRACT
BETWEEN THE
CONNECTICUT COMMISSION ON CULTURE AND TOURISM
1 Financial Plaza, 755 Main Street
Hartford, CT 06103 860-256-2800
and the**

GRANTEE: _____
FEIN/SS #: _____
ADDRESS: _____
GRANT AMOUNT: _____
MATCHING FUNDS: _____

GRANTS NUMBER: _____ **CAPITOL IMPROVEMENT PROGRAM
STATE FUNDS/HPMD**

STATUTORY AUTHORITY: _____
CCT STAFF MANAGER: Mary M. Donohue, Survey and Grants Director, 860-566-3005 ext 323

PROJECT DIRECTOR: _____
TELEPHONE NUMBER: _____ **DATE ISSUED:** _____
FUNDING PERIOD: _____
PAYMENT CODING: Fund, SID, Dept, Program, Project, Budget Reference

This AGREEMENT is made and entered into by and between the STATE OF CONNECTICUT acting herein by the Connecticut Commission on Culture and Tourism (hereinafter called the "Commission") and the _____ (hereinafter called the "Grantee") pursuant to the provisions of _____.

WITNESSETH THAT in consideration of the mutual promises and undertaking herein provided and for the purpose of carrying out the provisions of the General Statutes of the State of Connecticut cited above the parties hereto mutually agree as follows:

Section I Project Description: In accordance with the provisions of _____, the Commission shall administer a matching grant-in-aid in an amount not to exceed \$_____ to assist in the project (the "project") to be undertaken in this agreement, namely, the rehabilitation and stabilization of _____, in accordance with plans and specifications approved by the staff of the Historic Preservation and Museums Division of the Commission.

- Section II Administration:** In carrying out the project, the Grantee shall:
- (a) Duly and faithfully comply with the terms and conditions of this Agreement.
 - (b) Duly and faithfully comply with all applicable Federal and State laws, including but not limited to State procurement regulations, as outlined in the Commission's Historic Restoration Fund Grants Administration manual for rehabilitation and stabilization grants awarded by the Commission in _____.
 - (c) Duly and faithfully comply with all regulations and directives issued by the Commission.

**SAMPLE
HRF/CCG
PROJECT
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CONTRACT**
(continued)

- (d) At all times during regular business hours and as often as the Commission requires, permit its representatives and all other authorized representatives of the State government full and free access to the project and to the accounts, records, and books of the Grantee relative hereto, including the right to make excerpts and transcripts from such accounts, records, and books.
- (e) At such times as the Commission may require, furnish the Commission with such periodic reports, statements, and other documentary data and information as it may reasonably request relative to the progress and status of the project and as to compliance with the terms and conditions of this Agreement.
- (f) Promptly following the commencement of the project work, cause to be prepared and erected at a conspicuous point therein at least one sign satisfactory to the Commission identifying the project and indicating the State's participation with respect thereto, and thereafter cause said sign to be maintained in the project at all times during the project's development.
- (g) Indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from claims, suits, damages, and costs of every name and kind arising from the acquisition, relocation, restoration or operation of any properties covered under this Agreement.
- (h) Deliver to the Commission a deed or other legally sufficient instrument conveying to the Commission the benefit of such covenants, easements, and restrictions as are required by the Commission, and provided the Commission with appropriate evidence of the Grantee's title to the property and any such other supporting documentation as the Commission shall require.
- (i) Provide the Commission with progress reports, on forms prescribed by the Commission. A final report shall be submitted within 60 days after the contract expiration date or completion of the project, whichever occurs earlier.

Section III Acknowledgement: In any news release or printed material promoting this grant-funded program, credit must be prominently given to the Connecticut Commission on Culture and Tourism by including the Commission's logo and the following: *The activity that is the subject of this (project name) has been financed in part by the Commission on Culture & Tourism, State of Connecticut.*

Section IV Approval: The grantee agrees not to begin performance under the terms of this Agreement until notification is received that the work program and budget have been approved by the Commission.

Section V State Liability: The State of Connecticut shall assume no liability for payment of services under the terms of this agreement until the Grantee is notified that this agreement has been accepted by the Commission and, if applicable, approved by the Office of Policy and Management (OPM) or the Dept. of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

The State of Connecticut assumes no liability for payment under the terms of this Agreement until the Grantee is notified by the Commission that appropriate funds have been allocated by the State Bond Commission and said Agreement has been approved by the Attorney General of the State of Connecticut.

Section VI Executive Orders: This Agreement is subject to the provisions of Executive Orders 3, 7B, 16, and 17.

- (a) **Executive Order No. 3** This Agreement is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Agreement may be canceled, 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

**SAMPLE
HRF/CCF
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(continued)

nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 3 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 Grantee agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. 3, and that it will not discriminate in its employment practices or policies, shall file all reports as required, and shall fully cooperate with the State of Connecticut and the state labor commissioner.

(b) **Executive Order No. 7B** This Agreement is subject to **Executive Order No. 7B of Governor M. Jodi Rell, promulgated on November 16, 2005.** The Parties to this Agreement, as part of the consideration hereof, agree that:

1. The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
 - i. a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or
 - ii. wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
2. For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. 4-252 shall not be affected by this Section.

(c) **Executive Order No. 16** This Agreement is subject to the provisions of **Executive Order No. 16, Violence in the Workplace Prevention Policy of Governor John G. Rowland, promulgated August 4, 1999** and, as such, the contract may be canceled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16.

The parties to this Agreement, as part of the consideration hereof, agree that:

1. The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - (b.) “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

**SAMPLE
HRF/CCG
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(continued)

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.

- (c) The contractor shall prohibit employees from attempting to use or threatening to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The contractor shall require that all employees are aware of such work rules.
- (e) The contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

(d) **Executive Order No. 17** This Agreement is also subject to provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 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 contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

Section VII Non-discrimination State Regulations: (a) For the purposes of this section, “minority business enterprise” means any small Grantee 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 Section VII, “Commission” means the Commission on Human Rights and Opportunities and “Public works contract” means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The Grantee agrees and warrants that in the performance of the contract such Grantee 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 shown by such Grantee 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 Grantee 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

**SAMPLE
HRF/CCF
PROJECT
GRANT
CONTRACT**
(continued)

to, blindness, unless it is shown by the Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Grantee agrees to provide each labor union or representative of the workers with which the Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which the Grantee has a contract or understanding, a notice to be provided by the commission, advising the labor union or worker’s representative of the Grantee’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee 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-56a, 46a-68e, and 46a-68f; (5) the Grantee 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 Grantee as related to the provisions of this section and section 461-56. If the Contract is a public works contract, the Grantee agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works projects.

(c) Determination of the Grantee’s good faith efforts shall include, but not be limited to, the following factors: The Grantee’s employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment and training; technical assistance activities and other such 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 Grantee shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The Grantee 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Grantee 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 Grantee becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interest of the State and the State may so enter.

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

(g) The Grantee agrees and warrants that in the performance of the agreement such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated without regard to their sexual orientation; the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee 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 Grantee’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Grantee 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; the Grantee agrees to provide the Commission with information requested by the Commission, and permit access to pertinent books, records

**SAMPLE
HRF/CCG
PROJECT
GRANT
CONTRACT**
(continued)

and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Section 46a-56 of the General Statutes.

(h) The Grantee shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Grantee 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; if such Grantee becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Grantee 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.

Section VIII Cancellation: The Commission or Grantee may terminate this grant in whole, or in part, if and when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Commission shall allow full credit to the Grantee for the State share of the noncancelable obligations, properly incurred by the grantee prior to termination. Payment shall be made upon fulfillment of project obligations set forth for payment in Section II.

Section IX Financial Records: The grantee agrees to maintain a financial management system that provides for:

- (a) Accurate, current, and complete disclosure of the financial results of each project grant.
- (b) Records that identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- (c) Effective control and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual outlays with budgeted amounts for each grant or other agreement. Financial information should be related to performance and unit cost data.
- (e) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable cost principles, regulations, and the terms of the grant agreement.

Section X Audit: In accordance with the provisions of Section 7-396a of the Connecticut General Statutes, the Grantee agrees that, within 185 days of the termination of this Agreement, it shall have an audit performed at its expense by an independent public accountant as defined by Section 7-391 of the Connecticut General Statutes. Such audit shall be performed in accordance with the provisions of Connecticut General Statutes, Sections 4-230 to 4-236, inclusive, and shall identify any expenditures made by the Grantee that are not in compliance with the terms of the agreement. The Grantee further agrees that the auditors of public accounts of the State of Connecticut shall have access to all records and accounts of the grantee for the fiscal year in which this grant is made. To provide such access the Grantee agrees that it will preserve all of its records and accounts concerning the implementation of this Agreement for a period of three years after termination of this Agreement. A copy of any audit of the Grantee performed under the provisions of Connecticut General Statutes 7-396a shall

**SAMPLE
HRF/CCG
PROJECT
GRANT
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(continued)

be filed with the Auditor of Public Accounts.

Section XI Payment: Payment of the grant for eligible costs incurred on or after the date of the grant award shall be made upon approval and recording by the Attorney General or his representative of the covenants and easements, upon compliance with the terms of the agreement, including:

- (a) An inspection by the Commission to ensure the work has been completed satisfactorily in accordance with plans and specifications approved by the Commission.
- (b) The submission of progress reports, referred to in this Agreement, and a completion report satisfactory to the Commission.
- (c) The execution and submission to the Commission of a certificate of actual costs by the person in charge of the project. The certificate of actual costs, typed on the organization's letterhead, shall be accompanied by submission to the Commission of the audit referred to above.

Section XII Lien: Unless the owner of the real property for which funds from this grant are expended is not an agency of the State of Connecticut or, a political subdivision of the State of Connecticut, in accordance with the requirements included in S.A. 99-242-1 the Grantee herein agrees that, if the premises for which this matching grant-in-aid was made ceases to be used as a facility for which such grant was made within ten years of the date of such grant, an amount equal to the amount of such grant, minus ten percent for each full year which has elapsed since the date of such grant, shall be repaid to the state, and that a lien shall be placed on such land in favor of the state to ensure such amount will be repaid in the event of such change of use.

Section XIII Insurance: The Grantee agrees that while performing services specified in this agreement that he or she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the Commission prior to the performance of services.

Section XIV Deadline: The Grantee agrees that the project for which this grant has been made shall be completed no later than _____ (Contract expiration date). Expenses incurred prior to the date of the grant award or after the contract expiration date shall not be eligible for reimbursement.

Section XV: Failure of the Grantee to comply with any of the terms or conditions of this Agreement shall be deemed a material breach of this Agreement, and after written notice from the Commission, the State of Connecticut shall, to the full extent permitted by law, have each and every right and remedy available to the State either at law or in equity.

APPENDIX C

**HRF
PRESERVATION
RESTRICTION
INFORMATION
(HRF APPLICANTS
ONLY)**

GENERAL INFORMATION ON CCT PRESERVATION RESTRICTIONS

HRF grantees are required to provide CCT with a Preservation Restriction of limited duration on the property which is the beneficiary of funding from either of these programs. Under the terms of the Preservation Restriction, the property owner agrees: 1) not to perform any work on the property other than routine maintenance without the permission of the CCT; 2) to ensure reasonable opportunities for the public to view the property which have benefited from an infusion of state dollars; and not to change the use of the property without the prior consent of the Commission. Grantees with properties not on the National or State Register of Historic Places are not required to execute a Preservation Restriction.

The timeframe for CCT Preservation Restrictions is determined by the amount of grant funds actually received and utilized to complete project work in accordance with the following schedule.

- (a) grant assistance from \$0 to \$20,000: five-year Preservation Restriction;
- (b) grant assistance from \$20,001 to \$50,000: ten-year Preservation Restriction;
- (c) grant assistance from \$50,001 to \$100,000: fifteen-year Preservation Restriction;
- (d) grant assistance in excess of \$100,000: twenty-year Preservation Restriction.

A sample of a standard CCT Preservation Restriction follows below.

**SAMPLE
PRESERVATION
RESTRICTION**

**EASEMENTS, DECLARATION OF COVENANTS, AND
DECLARATION OF PRESERVATION RESTRICTIONS**

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the _____ day of _____, _____, by the _____ (hereinafter referred to as Grantor”) and in favor of the STATE OF CONNECTICUT (hereinafter referred to as “Grantee”), acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM, an agency of the State of Connecticut having its offices at 755 Main Street, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of buildings, structures, objects, districts, areas and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the site and improvements thereon (hereinafter referred to cumulatively as the “Property”) which are described in Exhibits A and B hereof, together with any further exhibits to which Exhibit B may refer, attached thereto and made a part hereof, which site and improvements are hereby declared to be significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

**SAMPLE
PRESERVATION
RESTRICTION**
(continued)

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights, running with the land, to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantor has represented itself as the owner in fee simple of the Property subject only to the encumbrances recited in Exhibit A hereof; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the grant of easements in gross from the Grantor, its heirs, successors and assigns to the Grantee, and the declaration of covenants and preservation restrictions by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and

WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the preservation of the historical and architectural qualities of the Property, as provided in Section 10-321b(b) of the Connecticut General Statutes and as set forth in Section 10-321b(c) of said Statutes, and to impose on the Property "preservation restrictions" as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor's and assigns forever, easements in gross and the benefit of covenants, preservation restrictions and obligations (all as more particularly described herein and in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto and made a part hereof) in and to the Property. The easements, covenants, preservation restrictions, and obligations herein described shall constitute binding restrictions, servitudes and obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby grants and covenants as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns, it being the intent of the Grantor and Grantee that said grants and covenants shall run as a binding servitude with the land:

1. The Grantor agrees to assume and pay the total costs of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, archaeological and cultural qualities of the same for a period of fifteen (15) years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

**SAMPLE
PRESERVATION
RESTRICTION**

(continued)

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by their duly authorized representative or representatives, no building or other structure or improvement shall be built or maintained on the Property site other than those buildings, structures and improvements which are as of this date located on the site, as shown in Exhibits A and B hereof, together with any further exhibits to which Exhibits A and B may refer, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on said site which would affect more than marginally and insignificantly the appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the written permission of the Grantee or its successors or assigns, and PROVIDED FURTHER, HOWEVER, that the Grantor may and shall, at its own expense, restore the existing buildings, structures and improvements on the Property site as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns as provided in this Section 2 shall not be unreasonably withheld. Upon written request for such permission submitted via certified mail, return receipt requested by the then owner or owners of the Property site and the buildings, structures and improvements thereon, the Grantee, or its successors or assigns, shall act upon such request within ninety days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said ninety days, such request shall be deemed approved and such permission shall be deemed granted.
3. The Property shall not be subdivided.
4. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the covenants, restrictions, agreements and obligations recited herein are being adhered to and observed.
5. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any easement, covenant or preservation restriction provided herein, the Grantee may sue for money damages. In addition, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property site, buildings, structures, or improvements thereon to the condition required by this instrument and the attachments hereto. In addition, representatives of the Grantee may do whatever is reasonably necessary, including entering upon the Property, in order to correct any such nonperformance or violation, and the Grantee may then recover the cost of said correction from the then owner or owners of the Property, site, buildings, structures and improvements. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.
6. The Grantee may assign the benefit of the easements, covenants, restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

**SAMPLE
PRESERVATION
RESTRICTION**
(continued)

7. Without the express prior written permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other:

The procedure for the requesting and granting of such express prior written permission under this section 7 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

8. The Grantor covenants for itself, its heirs, successors and assigns that the Property shall be open to the public for viewing of its exterior and interior(s) at least twelve days a year on an equitably spaced basis between the hours of 2:00 and 4:00 p.m. and at other times by appointment. The Grantor shall publish notices, giving dates and times when the Property will be open to the public, in newspapers of general circulation in the community or area in which the Property is located. Documentation of such notices will be furnished annually to the State Historic Preservation Officer during the term of this covenant, easement and preservation agreement. No charges shall be made for the privilege of such viewing except to the extent that such charges have been approved in advance and in writing by the duly authorized representative or representatives of the Grantee. The procedure for submitting and responding to any request to the Grantee or its successors or assigns for permission to make such charges (which request shall include a proposed schedule of such charges) shall be the same as the procedure set in Section 2 of this instrument.
9. The Grantor, its heirs, successors and assigns, shall maintain for the Property such public liability and fire and extended coverage insurance, and flood insurance if the same is available, as shall, from time to time, be required by the Grantee, its successors or assigns, and shall provide them with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property site, buildings, structures and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 5 of this instrument for failure to repair such damages. The Grantor, its heirs, successors and assigns shall also maintain sufficient liability insurance to render the Grantee, its successors and assigns, harmless in any action arising from the acquisition, restoration, operation, maintenance, alteration or demolition of the Property or any portion of the Property, and shall provide them with satisfactory evidence of said insurance.
10. The Grantor warrants and represents that it is the owner in fee simple of the Property and all appurtenances thereto, and no other person or entity has any Interest therein, except as set forth in Exhibit A hereof.
11. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Grantee. The Grantor, its heirs, successors and

**SAMPLE
PRESERVATION
RESTRICTION**
(continued)

assigns agree that discrimination on the basis of race, color, national origin or disability will not occur in implementing public access provisions in accordance with 43 CFR 17.260.

- 12. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property or any portion of the Property.
- 13. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.
- 14. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land.
- 15. The easements, covenants and restrictions set forth herein shall terminate fifteen (15) years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination.

Signed, sealed and delivered
In the presence of:

Grantor Name: _____

Witness
Name:

By: _____
Name:
Title:

Witness
Name:

**SAMPLE
PRESERVATION
RESTRICTION**
(continued)

STATE OF CONNECTICUT)
) ss. _____
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the _____, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the _____ by signing on behalf of the corporation as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court/Notary Public
Print Name:

STATE OF CONNECTICUT
BY THE
CONNECTICUT COMMISSION ON CULTURE AND TOURISM

Witness
Name:

By: _____
Name:
Title:

Witness
Name:

**SAMPLE
PRESERVATION
RESTRICTION**
(continued)

EXHIBIT A

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the _____ day of _____, _____, by the _____ and the STATE OF CONNECTICUT, acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and made a part thereof.

The property encompassed by the terms of this Preservation Restriction includes all the land with the buildings, structures and appurtenances thereon commonly known as

_____:

“All that certain piece or parcel of land, together with the buildings and improvements located thereon, situated in the _____, County of _____ and State of Connecticut, bounded:

NORTHERLY:

EASTERLY:

SOUTHERLY:

WESTERLY:

SUBJECT TO:

**SAMPLE
PRESERVATION
RESTRICTION**

(continued)

EXHIBIT B

Exhibit B to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the _____ day of _____, _____, by the _____ and the STATE OF CONNECTICUT, acting by the CONNECTICUT COMMISSION ON CULTURE AND TOURISM and made a part thereof.

DESCRIPTION AND MAINTENANCE STANDARDS FOR (NAME OF PROPERTY)

The Grantors herein will preserve and maintain the structure as described in good condition during the life of this Preservation Restriction.

APPENDIX D

**SAMPLE
CONNECTICUT
COMMISSION
ON HUMAN
RIGHTS AND
OPPORTUNITIES
REPORTING
FORM**

STATE OF CONNECTICUT

EMPLOYER REPORT OF COMPLIANCE STAFFING

LABOR DEPARTMENT

Department _____

Approved

Pending Investigation

Disapproved

Investigation Requested

Compliance Officer

Date _____

This form should reflect the number of permanent employees on your payroll on date of submission.

Name of Contracting Firm _____

Type of Report _____

Prime Contractor Subcontractor

EMPLOYEE INFORMATION

Total Employed _____	White _____	African American _____	Spanish Surname _____	Other (specify) _____
-------------------------	----------------	---------------------------	--------------------------	--------------------------

Does your firm have a collective bargaining agreement or other contract or understanding with a labor organization or employment agency for the recruitment of labor? Yes No

If yes, list the name and address of the agency or organization.

Name

Address (No. and Street, City, State)

If no, indicate the usual methods of recruitment.

Connecticut State Employment Service Private Employment Agency Newspaper Advertisement

Walk-In Other(specify) _____

The signer certifies that its 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 agrees it will affirmatively cooperate in the implementation of the policy and provisions of Executive Order Number Three, and consent and agreement is made that recruitment, employment and the terms and conditions of employment under the contract shall be in accordance with the purpose and provisions of Executive Order Number Three.

Is firm in minority ownership? (51% of assets in control of minorities) Yes No

I certify that the above is correct to the best of my knowledge.

Employer

Business Name

Date

By _____
Signature

Title

**SAMPLE
NOTIFICATION
TO BIDDERS
FORM**

Form E.O. 3-1

NOTIFICATION TO BIDDERS FORM

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114a-1 et seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-114a and 46a-71(d) of the Connecticut General Statutes.

According to Section 4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans (2) Hispanic Americans..... (3) Women..... (4) Asian Pacific Americans and Pacific Islanders; or (5) American Indians” The above definitions apply to the contract compliance requirements by virtue of Section 4-114a-1 (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a-3(10) of the Contract Compliance Regulations.

*INSTRUCTION: Bidder must sign acknowledgement below, detach along dotted line and return acknowledgement to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the “Notification to Bidders” form.

_____ Signature _____ Title

On behalf of _____

APPENDIX E

**AFFIRMATIVE
ACTION AND
AMERICANS
WITH DISABILITIES
COMPLIANCE
FORM**

The Commission has adopted a policy stating that no application for state funds through the Connecticut Commission on Culture & Tourism by any organization shall be complete nor will funds be voted without the submission of affirmative action and ADA information approved by the applicant/organization's governing body.

Your organization should not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities and should not discriminate on the basis of disability in its hiring or employment practices as provided by Title II of the Americans with Disabilities Act of 1990.

AFFIRMATIVE ACTION STATEMENT

I. Name of Organization: _____
 Address: _____

II. Please list the date (or dates) when your organization's Board of Directors approved an Affirmative Action Plan or Statement of Policy and an American's for Disabilities Act (ADA) Compliance or plan. Statements of Compliance may be requested as needed by the Commission on Culture & Tourism, the State Attorney General's Office or the State Commission on Human Rights and Opportunities Office.
 Dates: Affirmative Action _____ ADA: _____

III. Annual statistical report of employees and board as of last year of fiscal activity.
 Indicate year: _____

TOTAL MALE							
EMPLOYEES	White	Black	Hispanic	American Indian	Asian or Pacific Islander	General*	Disabled
Full-time Employees							
Part-time Employees							
Contracted Employees							
TOTAL EMPLOYEES							
Board of Directors							

TOTAL FEMALE							
EMPLOYEES	White	Black	Hispanic	American Indian	Asian or Pacific Islander	General*	Disabled
Full-time Employees							
Part-time Employees							
Contracted Employees							
TOTAL EMPLOYEES							
Board of Directors							

* if none of the above apply

**AFFIRMATIVE
ACTION AND
AMERICANS
WITH DISABILITIES
COMPLIANCE
FORM**
(continued)

IV. Please list new employees hired during the past 12 months.

Title Minority, Disabled or Non-Minority (specify) Date of Employment

V. Please list new appointments that have been made to the Board during the past 12 months:

Position Minority, Disabled or Non-Minority (specify) Date of Appointment

VI. COMPLIANCE AGREEMENT

The applicant/organization agrees to comply with all governmental regulations concerning Affirmative Action compliance and Title II of the Americans with Disabilities Act of 1990. The Connecticut Commission on Culture & Tourism is available to assist any organization with information on compliance and requirements as mandated by Congress.

_____ Title
Authorized Organization Official

_____ Date
Name of Organization

APPENDIX F

**GIFT AFFIDAVIT
FORM**

Grant Application Gift Affidavit

I, _____, hereby swear that during the two-year period preceding the submission of this grant application that neither myself nor any principals or key personnel of the submitting grantee nor any agent of the submitting grantee gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), to (1) any public official(s) or state employee(s) who has participated in the preparation of or has requested funding for this grant application or (2) to any state employee(s) who has supervisory or appointing authority over the state agency administering this grant, except the gifts listed below:

Name of Benefactor	Name of Recipient	Gift Description	Value	Date of Gift
--------------------	-------------------	------------------	-------	--------------

Further, neither I nor any principals or key personnel of the submitting grantee know of any action to circumvent this gift affidavit.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Title

Name of Grantee

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
Notary Public

APPENDIX G

LIEN ANALYSIS FORM INSTRUCTIONS

(To be completed and submitted by non-profit organizations only)

1. **REPLACEMENT VALUE** – Estimate the cost of building a new facility of similar construction type area in the current construction environment. Base this estimate on the current estimated construction cost per square foot (including the cost of the land) x the total square footage of the site to be renovated or purchased.
2. **PURCHASE PRICE/LEASE COST** – If owned by grantee or holding company of grantee, give the amount of purchase price and year in which purchased. If a leased property, give the cost of the lease per month and yearly amount, also cite current real estate market estimates of rent for a building of similar type and size (i.e., commercial, residential, etc.). In the case of a leased property, please describe any accommodation/s the land has made or will make if the funded renovation occurs.
3. **ADDITIONAL BOND FUNDS** – Will additional bond funds be needed to renovate this property? If so, please provide an estimate of the cost.
4. **CURRENT LIENS** – List all current (existing or proposed) liens on the property (whether leased or owned). This listing is all inclusive, state agency liens, city liens (CDBG), mechanics liens, etc. Cite the date the lien(s) were placed on the property, the total amount of the lien, anticipated termination date of the lien and the current value. **IF THE CURRENT VALUE OF THE LIENS PLUS THE MORTGAGE BALANCE PLUS THE BOND FUND APPLICATION AMOUNT EXCEED THE CURRENT MARKET VALUE, APPLICATIONS WILL NOT BE CONSIDERED FOR FUNDING.**
5. **CURRENT MORTGAGE BALANCE** – For owned or leased sites indicate amount of balance and as of what date.
6. **CURRENT MARKET VALUE** – Estimate for both owned and leased properties. The intent here is to approximate current market selling price. If there is a recent (within one year) appraisal and/or assessment, you may use those amounts as the estimate.

(see form on next page)

**LIEN ANALYSIS
FORM**

(To be completed by non-profit organizations only)

Applicant Name: _____

Site Address: _____

1. Replacement Value: \$ _____

(Construction Cost per sq. ft.. \$ _____ X Total Square Footage _____)

Cite source of standard

2. Purchase Price/Lease Cost: \$ _____

If owned by Grantee or Holding Company of Grantee:

Purchase price \$ _____

Year purchased _____

If leased property:

Lease per month \$ _____

Lease per year \$ _____

Current Real-Estate Market Estimates for Rent

\$ _____

Lease Property: Describe accommodation(s) landlord has made or will make

3. Additional Bond Funds:

Will you be requesting bond funds to renovate this property now or in the future?

Yes No

4. Current Lien Value:

List all current (existing or proposed liens, date lie(s) were placed, amount of total lien, anticipated termination date and current value.

Name of Lien Holder	Date Placed	Total Amount	Anticipated Term Date	Current Value
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**LIEN ANALYSIS
FORM**

(continued)

5. Current Mortgage Balance for Owned or Leased

Please indicate balance as of application date.

BALANCE: \$ _____

DATE: _____

6. Current Market Value \$ _____

Include a written appraisal/assessment or letter from realtor.

If there is more than a \$5,000 difference between the purchase price and the current market value, please explain (past renovations, increased value, property purchased 20 years ago, etc.)

Signature

Date

Title

APPENDIX H

**OFFICE OF
POLICY AND
MANAGEMENT
STATEMENT
ON GRANT
APPLICATIONS**

(CCG applications only)

The Office of Policy and Management has developed new documentation to insure that non-governmental applicants for state bond fund financial assistance disclose any business dealings with or gifts given to state employees or public officials. The documentation also provides for collection of information to assess the applicant's eligibility for state financial support.

The Grant Application Gift Affidavit is required from all non-governmental applicants for state bond fund financial assistance.

The enclosed Grant Application Form contains the minimum information that is required of an applicant.

(Application begins on next page)

**GRANT
APPLICATION
FORM
BOND FUND
PROGRAMS**

Name of Grantee: _____

Address of Grantee: _____

Telephone Number of Grantee: _____

Name and Title of Authorized Official: _____

1. Business Information:

- a. Federal Employee Identification Number _____
- b. Grantee's Fiscal Year From _____ to _____
- c. Type of organization
 Corporation LLC Other (specify) _____
- d. Year Organization Established _____
- e. Number of Years at Present Location _____
- f. Submit a current Certificate of Legal Existence issued by the Connecticut Secretary of the State.
- g. If a corporation, submit the following:
 - Certificate of Incorporation
 - By-Laws
 - List of Board of Directors Including Names and Titles of Officers
- h. Has the grantee experienced any management or ownership changes in the last year?
 Yes No
- i. Is the grantee currently involved in any litigation or other legal claims?
 Yes No (If yes, please explain)

2. Project Information

- a. Amount of Proposed Grant Award: \$ _____
- b. Provide the following:
 - Project Title _____
 - Project Description
 - Project Goals and Methodology to Achieve Such Goals
 - Project Budget
 Provide a line item income and expense budget for the project.
 Budget should delineate state funding from non-state funding.
 Identify state funding by state agency
 - Are the services associated with this project approved, certified, licensed, regulated, etc., by a state agency? Yes No
 If yes, provide name of state agency and documentation of status.

**GRANT
APPLICATION
FORM
BOND FUND
PROGRAMS**
(continued)

3. Financial Information

- a. Provide copy of current approved annual budget. Budget should delineate state funding from non-state funding. Identify state funding by state agency.
- b. Has the grantee received state funding during the last five years? Yes No
If yes, provide the following information:
 - Name of state agency _____
 - Amount of funding _____
 - Purpose of funding _____
 - Period of funding _____
- c. Has the grantee ever declared bankruptcy? Yes No
If yes, Please explain:
- d. Are any state, local or federal taxes currently past due by the grantee? Yes No
If yes, Please explain:

4. Other Information

- a. Submit a Gift Affidavit (Appendix F).
 - b. Submit a certified resolution that was adopted by the Board of Directors authorizing the following:
 - Submission of this grant application;
 - Project budget related to this grant application; and
 - The name and title of the individual who can sign the grant application and grant award.
 - c. Submit a W-9, Request for Tax Payer Identification Number and Certification form.
 - d. Submit a State of Connecticut – Agency Vendor form.
 - e. Submit a copy of 501(c)(3) letter if grantee is a non-profit.
 - f. Has any state agency and/or the federal government taken any action against the grantee or any principals of the grantee? Yes No
If yes, Please explain:
 - g. Does the grantee employ or contract with (1) any elected public official or the spouse of any elected public official or (2) any state employee or the spouse of any state employee who has supervisory or appointing authority over the state agency administering this grant? Yes No
If yes, Please explain:
-

**GRANT
APPLICATION
FORM
BOND FUND
PROGRAMS**

(continued)

My signature below, for and on behalf of _____, indicates
Name of Grantee

acceptance of the following and further certifies that:

1. I have the authority to submit this grant application;
2. I have read, understand, and will comply with any grant terms and conditions required by the administering agency;
3. I understand that should this grant application be approved I will be required to sign an assistance agreement with the administering agency delineating the terms and conditions of the grant;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that should this grant application be approved, such state funds shall be expended no later than the date specified in the assistance agreement;
6. I understand that requests to extend the grant end date shall be submitted in writing to the administering agency no later than thirty (30) days before the grant end date;
7. I understand that unexpended funds shall be returned to the State of Connecticut within sixty (60) days of the grant end date;
8. I understand that if this organization meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the organization is required to submit a State Single Audit, at its own expense, no later than six (6) months after the end of the audit period. If this organization is not required to submit a State Single Audit, the organization is required to submit a final accounting of the grant expenditures within sixty (60) days of the grant end date; and
9. I hereby certify that the statements contained in the responses to this application and accompanying documents are true to the best of my knowledge and belief and that I know of no reason why the applicant cannot complete the project in accordance with the representations contained herein.

Applicant's Signature

Title

Date

Name of Grantee