DECD

State of Connecticut
Department of Economic and
Community Development

HISTORIC RESTORATION FUND

STATE HISTORIC PRESERVATION OFFICE

ONE CONSTITUTION PLAZA, SECOND FLOOR
HARTFORD, CONNECTICUT 06103

TABLE OF CONTENTS

Program Highlights	2
Who May Apply	2
Grant Award Selection Criteria	3
How to Apply	4
Application Materials	5
Grant Cancellations	5
HRF Grant Application - Cover Sheet	6
Sections I - XI	7
Appendix A: Sample Resolution	12
Appendix B: Sample Grant Contract	13
Appendix C: Preservation Restriction	41
Appendix D: Commission on Human Rights and Opporunities Form	49
Appendix E: Affirmative Action and Americans with Disabilities Forms	50
Appendix F: Grant Application Certification Form	52
Appendix G: Grant Application Checklist (Signature Required)	53

HISTORIC RESTORATION FUND

The State Historic Preservation Office (SHPO) is pleased to offer the Historic Restoration Fund (HRF) a capital improvement grant-in-aid program that recognizes 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 HRF projects prior to submitting another application. Please find the grant application and guidelines for the HRF below.

PROGRAM HIGHLIGHTS

Historic Restoration Fund Grants (HRF) may be used for the restoration, rehabilitation, stabilization or acquisition of historic buildings, structures, and objects as well as the investigation of archaeological sites if the properties are listed on the State or National Registers of Historic Places and owned by non-profit organizations 501(c)(3) or 501(c)(13) or municipalities.

- Grant awards range from $5,000-$200,000;
- 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 or work must be visible to the public;
- Grant funds are paid to grantees on a single-payment reimbursement basis following the completion of the project and approval of all work by SHPO;
- Project work must be consistent with the U.S. Secretary of the Interior's Standards for Rehabilitation (http://www.nps.gov/hps/tps/tax/rhb/index.htm); and
- A Preservation Restriction (easement) of limited duration must be placed on the property following completion of the project.

Grant Program Manager: Laura Mancuso, Historic Restoration Fund Grant Coordinator, HPMD, 860-256-2757 or e-mail laura.mancuso@ct.gov

Eligible properties are limited to: Connecticut buildings, structures, archaeological and other eligible sites listed on the State or National Registers of Historic Places (http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome).
For information concerning or confirming State or National Register listing, contact Stacey Vairo, State and National Register Coordinator, at stacey.vairo@ct.gov

WHO MAY APPLY

Costs incurred prior to the date of a grant award are ineligible.

I. Eligible Applicants are strictly limited to Connecticut municipalities or Connecticut non-profit organizations that have tax-exempt status under Section 501(c)(3) or 501(c)(13)of the U.S. Internal Revenue Code for at least two years.

II. Ineligible Applicants include federal and state agencies, "friends" groups of federal or state agencies, for-profit businesses or organizations, individuals, and service organizations or clubs.

III. Eligible Properties include Connecticut buildings, structures, and archaeological sites which are listed on the State Register of Historic Places or the National Register of Historic Places that are owned or leased long-term (at least 20 years at the time of the application) by a Connecticut non-profit organization (501(c)(3) or 501(c)(13)) from a municipality. Privately-owned, federally-owned or state-owned properties are not eligible.

WHO MAY APPLY (CON'TD)

Eligible Activities	Ineligible Activities and Costs
✓ Rehabilitation ✓ Restoration ✓ Stabilization ✓ Provision of universal access ✓ Archaeological investigation ✓ Acquisition of eligible properties	• Any pre-development costs • Architectural salvage • Archival research • Costs incurred prior to date of a grant award • Creation, installation and maintenance of exhibits • Curatorial activities • Equipment purchases • Fines or penalties • Fundraising efforts • General operating expenses • Grant administration fees • Hospitality expenses • Indirect costs • Interest payments • Lobbying activities • Political contributions • Postage • Professional services fees (e.g., architectural, engineering, attorney's fees) • Projects that involve both acquisition and non-acquisition activities for the same property • Re-granting • Scholarships • Software acquisition • Special events • Travel

GRANT AWARD SELECTION CRITERIA

I. Project Impact (40%):

A. Evidence that the proposed project will do one or more of the following:

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

II. Ability to Carry Out the Project (40%):

A. Thoroughness and appropriateness of project budget and construction documents;
B. Feasibility of the project's success, based on thorough planning reflected in narrative;
C. Demonstrated track record of organizational success;
D. Financial stability of organization;
E. Ability to operate and maintain the facility after the completion of the grant-assisted work.

III. Additional Considerations (20%):

A. Ability of project to have a positive impact and promote historic preservation on a local, regional or statewide basis;
B. Demonstrated partnerships with other community programs such as the Main Street program, historical society, or a Certified Local Government;
C. Geographic distribution of awards.

CRITERIA SCORING SHEET

Mandatory provisions must be fulfilled. Incomplete applications will not be funded.

Choose highest appropriate Level of Significance.

Application Criteria Scoring Sheet—HRF 2009			
Note: Mandatory Provisions must be answered Yes for application to be further considered.		Mandatory Provision	Criteria Score
Significance and Integrity of Property (Yes or No; Numerical Score)			
1	Is the property a National Historic Landmark? (if yes, 10 pts)	N/A	10
2	Is the property on the National Register? (if yes, 8 pts)	N/A	8
3	Is the property on the State Register of Historic Properties? (if yes, 6 pts)	Yes or No	6
4	Does property retain architectural integrity to convey its significance?	N/A	1 – 10
5	Is property an under-represented historic resource?	N/A	1 – 10
6	Ability of project to further long-term preservation of property?	N/A	1 – 10
7	Proposed work meets Secretary of Interior's Standards for the Rehabilitation of Historic Properties?	Yes or No	1 – 10
8	Project is an archaeological investigation or includes substantial archaeological investigation work. (if yes, 10 pts)	N/A	10
9	Property relates to women's or minority history resources. (if yes, 10 pts)	N/A	10
Project Readiness (Yes or No; Numerical Score)			
10	Is scope of work clearly defined?	N/A	1 – 10
11	Does applicant have plans and specifications?	Yes or No	1 – 10
12	Does applicant have commitment from qualified preservation consultant	Yes or No	1 – 10
13	Has applicant provided non-state matching funds guarantee?	Yes or No	10
14	Rate the applicant's financial management capability.	N/A	1 – 10
15	Demonstrated ability to carry grant costs prior to reimbursement?	Yes or No	1 – 10
16	Rate the applicant's project management capacity.	N/A	1 – 10
17	Applicant meets all application-related CHRO requirements? (if yes, 10 pts)*	Yes or No	10
18	Project helps to provide universal access or meet ADA requirements?	N/A	1 – 10
Visibility and Impact (Numerical Score between 1 – 5)			
19	Property located in Neighborhood Revitalization Zone or Main Street Program Area or applicant is a Certified Local Government.	N/A	1 – 5
20	Applicant has not received funding under HRF in the past 5 years. (if yes, 5 pts)	N/A	5
21	Project supports initiative in the arts, tourism or film divisions.	N/A	1 – 5
22	Project incorporates innovative preservation technologies applicable statewide.	N/A	1 – 5
23	Conforms with the state historic preservation plan. (See the complete plan at the CCT web site at http://www.ct.gov/cct/lib/cct/history/shpoplannew.pdf)	Yes or No	1-5
		Total Points Possible	115

* Commission on Human Rights and Opportunities. See Appendix D, p 42.

HOW TO APPLY

Applicants must complete and submit all of the information requested below. Applications must be submitted to Laura Mancuso, State Historic Preservation Office, One Constitution Plaza, Second Floor, Hartford, CT 06103.
All applications must be submitted in a three ring binder with tabs identifying each section.

To apply, applications must be received (not postmarked) by October 28, 2011 at 4:00 p.m. No application will be accepted after this date and time; therefore, applications sent via mail must arrive by the morning mail delivery.

Faxed or Electronic Applications will not be accepted.

The application guidelines and form will be available in PDF format on the SHPO Web site, www.cultureandtourism.org or www.ct.gov/ecd, or by request to Laura Mancuso, Historic Restoration Fund Coordinator.

APPLICATION MATERIALS

The application must include an application cover sheet, narrative, budget and attachments. **Please note that applications missing any of the listed materials will be considered substantially incomplete and will not be reviewed.** Applications must be submitted in a three-ring binder with tabs identifying each section. 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 must be submiteed in larger formats.

Application cover sheet must be signed and dated, with an original signature.

Please review your application carefully for completeness. Incomplete applications will not be considered.

FINAL REPORTS

Grantees are required to submit a Final Report and a Request for Reimbursement within 30 days of the completion of the project. Failure to submit a final report will void eligibility for future funding from SHPO. Final Project Reports must be formatted and submitted in accordance with all SHPO requirements. Note: HRF 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.

A Preservation Restriction (easement) of limited duration must be placed on the property following completion of the project. See Appendix C, page 41 for details.

GRANT CANCELLATIONS

SHPO has the right to withhold, reduce or cancel grants if an organization:

- Owes final reports from previously received SHPO grants which are overdue
- Fails to comply with the terms of the grant contract
- Is unable to raise or expend the required cash match
- Demonstrates inadequate financial management or oversight
- Does not properly credit SHPO support
- Experiences significant changes in projected construction work or cancels or suspends a funded project.
- Project does not meet the Secretary of the Interior's Standards for Rehabilitation.

All projects must be underway within 90 days of the state grant contract execution. Grants not underway may be subject to cancellation.

APPLICATION COVER SHEET

APPLICANT INFORMATION

Federal Employer ID Number _____

Organization Name or Municipality Name _____

Historic Name of Property _____

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 _____ E-mail _____

Name and Title of Application Contact Person _____

Phone or Extension _____ E-mail _____

LEGISLATIVE INFORMATION (OBTAIN FROM TOWN CLERK OR WWW.VOTESMART.ORG)

U.S. Representative's Name _____ District # _____

State Senator's Name _____ District # _____

State Representative's Name _____ District # _____

PROJECT SUMMARY

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

GRANT REQUEST

$ _____ (Up to $200,000) Start Date: _____ End Date (no later than) : _____

SIGNATURE

Signature of Authorized Official _____

Title _____ Date _____

FOR OFFICE USE ONLY:

App# _____

SECTION I: APPLICANT/BASIC PROJECT INFORMATION

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

Professional Project Consultant must meet standards specified in Secretary of the Interior's Historic Preservation Professional Qualification Standards (http://www.nps.gov/hps/tps/tax/rhb/index.htm).

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 historic sculptures/monuments, an individual or firm with professional qualifications which meet 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 property the grant will assist. Include a map showing the exact location of the property that will be assisted.

SECTION II: DETAILED PROJECT DESCRIPTION (THREE PAGE MAXIMUM FOR THIS SECTION)

A. Attach a narrative 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, limited to the following and only the following items where applicable:

Must indicate amount budgeted for each item.

1. Project sign with SHPO funding statement and DECD logo (maximum eligible reimbursement amount is $200);
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. Photography of completed project (at least six 8" x 10" color photos);
5. Land Record filing;
6. Single-audit fees (only applicable for nonprofits applying for grant amount of $100,000 or more);
7. Total costs associated with rehabilitation, stabilization, acquisition, etc.

B. Itemized Project Budget

"Soft Costs" (architectural fees, etc.) are not eligible for reimbursement

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 (closing costs) other than attorney's fees. Attorney's fees are not an eligible cost for the HRF program.

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;

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 award are available and restricted for this purpose as of the due date of this 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)

CLG communities as of April 2011:
Bridgeport, Brookfield, Canton
Chaplin, Clinton, Colchester
Colebrook, Danbury, East Hartford
Fairfield, Glastonbury, Groton
Guilford, Greenwich, Hamden
Harwinton, Hebron, Killingly
Ledyard, Lyme, Milford
New Fairfield, New Haven
New London, New Milford,
Norwich, Old Lyme, Orange,
Plymouth, Ridgefield, Roxbury,
Salisbury, Simsbury, Southbury,
Stamford, Suffield, Tolland, Vernon
Waterford, Westport, Windham
Windsor, Woodbury, Woodstock

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 that 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 that 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 that help address this issue may be attached.

D. Indicate if the property is owned by a city, town, or borough that is a Certified Local Government (CLG). See side-bar for list of CLG communities. For more information about the CLG program, contact Mary Dunne, Certified Local Government Coordinator, at mary.dunne@ct.gov.

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 project 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 the second year;

B. Provide organizational financial statements from the past three fiscal years;

C. Provide a complete list of any capital grant applications made and/or grants received from any State of Connecticut funding source for the last three years.

SECTION VIII: OTHER REQUIRED ATTACHMENTS

A. Technical Documents

1. For projects other than property acquisitions, attach detailed, complete and professionally prepared architectural or technical plans and specifications for the project. Documentation must be at least to the **Design Development level**;

> Plans and specifications must define the project so that all aspects of work can be understood by objective reviewers familiar with the Secretary of the Interior's "Standards for the Rehabilitation of Historic Properties."

2. For property acquisitions, attach the following:
a) Two real estate appraisals completed by appraisers licensed to practice in Connecticut within the six month period prior to the application due date. Appraisals must be based on existing conditions.
b) Demonstration in writing that the owner of the property to be acquired is willing to sell the land at an agreed-upon price or donate it. Acceptable documentation includes a contingent contract to buy the land, or a signed letter from the owner indicating willingness to enter into such a contract at a specified price.

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 Department of Economic & Community Development, State Historic Preservation Office, 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 each of the parties which authorizes the applicant to submit an application for matching grant-in-aid assistance from the Department of Economic & Community Development, State Historic Preservation Office for this project;

> Eligible applicants must be the owner of the property or have at least 20 year lease on the property at the time of the application.

D. Submit a legal opinion from an attorney licensed to practice law in Connecticut, which states:
1. The name of the property's legal owner of record;
2. The name(s) of any other parties holding an interest in the property and the nature of the interest;
3. A Preservation Restriction in favor of the Department of Economic & Community Development, State Historic Preservation Office (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 (must be at least a 20 year lease at the time application is submitted);

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 Department of Economic & Community Development, State Historic Preservation Office's Preservation Restriction in the event that grant funds are received from the SHPO for the purpose of completing the project;

G. Attach a notarized letter of assurance executed by the applicant's authorized signatory indicating that if awarded a Historic Restoration Fund grant, the applicant will, prior to receiving any grant reimbursement payments, provide the SHPO with an acceptable Preservation Restriction of limited duration in accordance with the schedule shown in Appendix C and which will be recorded in the Land Records of the municipality in which the property receiving grant assistance is located.

SECTION VIII: OTHER REQUIRED ATTACHMENTS (CON'TD)

H. Provide a certified resolution approved by the applicant's legislative body, board of directors, or other appropriate corporate authority that empowers one or more individuals to execute the grant application; a project Grant Contract and the project Preservation Restriction. (Note: samples of a certified signatory authorizing resolution, a project Grant Contract and a project Preservation Restriction are provided in Appendices A, B and C respectively);

I. If the applicant is a nonprofit, attach a copy of the organization's dated 501(c)(3) or 501(c)(13) tax-status determination letter from the Internal Revenue Service

J. Provide either a CD or DVD containing at least six different, appropriately identified and current digital photographs (.jpg format) of the property for which the Historic Restoration Fund assistance is being requested (Note: include façade 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 that have been completed, signed and dated by the applicant's authorized signatory:

1. Employer Report of Compliance Staffing
2. Affirmative Action and Americans with Disabilities Compliance Form

L. Provide a notarized letter of assurance signed by the applicant's authorized signatory stating that, for any projects funded by a grant from the Historic Restoration Fund, 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 SHPO; and the applicant will bid out grant-funded work on the Department of Administrative Service's State Contracting Portal.

M. If the municipality or nonprofit organization has 50 or more employees, the items listed below apply. If this factor does not apply, indicate "not applicable;"

1. Attach a copy of a municipal or organization-wide affirmative action plan;
2. Municipalities and nonprofit organizations with 50 or more employees that 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 in local historic districts, or properties that have been designated as local historic properties by municipal ordinance pursuant to Section 7-147 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).

SECTION IX: OTHER REQUIRED ATTACHMENTS

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.

B. If the property is threatened with loss or destruction, please describe the nature and immediacy of that threat. Please note that the Historic Restoration Fund is not a suitable funding source for emergency repairs.

SECTION X: OPTIONAL ITEMS

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

INSTRUCTIONS FOR CERTIFIED RESOLUTIONS

This is a certification naming an individual (or individuals) authorized to sign contracts on behalf of a grantee organization with the State of Connecticut. A new certification (with original signature) must accompany every grant contract. Grantees may use the template provided or reproduce the template on organization letterhead. Please follow these instructions closely.

If the secretary is not available, or the secretary is the "authorized official," then another officer of the board may sign the certification.

The meeting date must be BEFORE the contract is signed. There is no need to hold another board meeting or to pass another resolution if the individual named continues to be authorized. If that is true there is no time limit on this date.

Affix corporate seal if the organization has one. If not, write "L.S." inside a circle signifying "in lieu of seal."

This date must be current. It can be the same date the accompanying contract is signed or within a few weeks BEFORE the contract signature date.

CERTIFIED RESOLUTION
(to accompany contract)

I, **NAME OF SECRETARY (OR OTHER BOARD OFFICER)**, Secretary of **NAME OF ORGANIZATION AS INCORPORATED**, a Connecticut corporation, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of this corporation, duly held on **DATE** of board meeting *(held BEFORE contract is signed)*, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that **NAME OF OFFICIAL,** who is the **TITLE** of this corporation, is empowered to execute and deliver in the name and on behalf of this corporation a certain contract with the State of Connecticut, Department of Economic and Community Development, and to affix the corporate seal, if any.

In Witness whereof, the undersigned has affixed his/her signature and the corporate seal of this corporation, if any, this the _____ day of _____, 20____.

_____
(Signature)

NAME OF SECRETARY

DATE *(BEFORE contract is signed)*

A person cannot certify him or herself as the authorized official of an organization, i.e. the signature on the resolution and contract must be two different people. If the organization wishes the board secretary to sign the contracts, then another officer of the board should sign the resolution.

SAMPLE SIGNATORY AUTHORIZING RESOLUTION
Appendix A

CERTIFIED RESOLUTION

(to accompany contract)

I, _____ , Secretary of _____,
NAME OF SECRETARY (OR OTHER BOARD OFFICER) *NAME OF ORGANIZATION AS INCORPORATED*

a Connecticut corporation, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of this corporation, duly held on _____
DATE

of board meeting (*held BEFORE contract is signed*), at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, that _____ who is the _____
NAME OF OFFICIAL *TITLE*

of this corporation, is empowered to execute and deliver in the name and on behalf of this corporation a certain contract with the State of Connecticut, Department of Economic and Community Development, and to affix the corporate seal, if any.

In Witness whereof, the undersigned has affixed his/her signature and the corporate seal of this corporation, if any, this the _____ day of _____, 20____.

_____
(Signature)

NAME OF SECRETARY

DATE (*BEFORE contract is signed)*

SAMPLE GRANT CONTRACT
Appendix B

GRANT CONTRACT
BETWEEN THE
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
One Constitution Plaza, 2nd Floor
Hartford, CT 06103
860-256-2800

And

SAMPLE

FEIN/SS#: «FLName»
ADDRESS: «ApplicantAddr1» «ApplicantAddr2», «City», «State» «ZIP»

GRANT AMOUNT: «Grant»
MATCHING FUNDS: «MAT»
GRANTS NUMBER: «APP»

COMMUNITY INVESTMENT ACT
CONSTRUCTION GRANT
HISTORIC RESTORATION FUNDS

STATUTORY AUTHORITY: C.G.S., P.A. No. 11-48, Sec. 78a-e; Sec. 4-66aa

CCT STAFF MANAGER: Laura Mancuso, Grants Manager (860)-256-2757
PROJECT DIRECTOR: «FLContact», «ConTitle»
TELEPHONE NUMBER: «ConTel» **DATE ISSUED: «Dec»**
FUNDING PERIOD: «Beg» - «End»
PAYMENT CODING: : Fund: 12060 SID: 90455 Dept: CAT 45241
Program: 73001 Project: CAT-Project Budget Reference: «FiscalYear»

This AGREEMENT is made and entered into by and between the STATE OF CONNECTICUT acting herein by the Department of Economic and Community Development (hereinafter called the "Department") and the «FLName» (hereinafter called the "Grantee") pursuant to the provisions of C.G.S., P.A. No. 11-48, Sec. 78a-e, Sec. 1, 51-88(d), Sec. 13(a)(2) and Sec. 4-66aa.

WITNESSTH 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 C.G.S., P.A. No. 11-48, Sec. 78a-e; Sec. 1, 51-88(d), Sec. 13(a)(2) and Sec. 4-66aa the Department shall administer a matching grant-in-aid in an amount not to exceed «Grant» to assist in the project (the "project") to be undertaken in this agreement, namely, the «Title», in «City», in accordance with the plans and specifications submitted by the grantee to the staff of the Department of Economic and Community Development . «Missing» The grantee acknowledges that the plans and specifications submitted to the Department and approved by the staff shall meet the United States Secretary of the Interior's Standards for the Treatment of Historic Properties and that all construction activity that is subject to this grant shall be executed in accordance with the plans and specifications approved by the Department. Any proposed change to the approved plans and specifications shall be approved in advance by the staff of the Department.

Section II Administration: In carrying out the project, the Grantee shall:
(a) Duly and faithfully comply with the terms and conditions of this Agreement including any and all terms and conditions recited in Exhibit A of this Agreement;
(b) Duly and faithfully comply with all applicable Federal and State laws;
(c) Duly and faithfully comply with all regulations and directives issued by the Department;
(d) At all times during regular business hours and as often as the Department 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 Department may require, furnish the Department 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 Department 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, construction or operation of any properties covered under this Agreement;

(h) Deliver to the Department a deed or other legally sufficient instrument conveying to the Department the benefit of such covenants, easements, and restrictions as are required by the Department, and provided the Department with appropriate evidence of the Grantee's title to the property and any such other supporting documentation as the Department shall require; and

(i) Provide the Department with progress reports, on forms prescribed by the Department. A final report shall be submitted within 60 days after the Agreement 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 Department of Economic and Community Development by including the Department's logo and the following: The «Title» has been financed in part by the State of Connecticut utilizing Community Investment Act funds administered by the Department of Economic and Community Development.

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 Department.

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 Department 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 Department that appropriate funds have been allocated by the Department 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, 7C, 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 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. 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 Agreement performance in regard to nondiscrimination, until the Agreement 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. 7C.** This Agreement is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Agreement, as part of the consideration hereof, agree that this Agreement may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. 7C, notwithstanding that the state contracting standards board is not a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 7C is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state contracting standards board shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Grantee agrees, as part

consideration hereof, shall file all reports as required, and shall fully cooperate with the State of Connecticut and the state contracting standards board.
(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 Agreement may be canceled, terminated or suspended by the contracting agency or the State for violation of or noncompliance with said Executive Order No. 16.
1.The parties to this Agreement, as part of the consideration hereof, agree that:
(a) The Grantee 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 as follows 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 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 Grantee 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 Grantee shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge; (e)the Grantee shall require that all employees are aware of such work rules; and f) the Grantee agrees that any subcontract 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 Agreement 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 Agreement. The parties to this Agreement, 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 Agreement 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 Agreement" 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 Agreement 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 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 Agreement or understanding and each vendor with which the Grantee has a Agreement 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 Agreement is a public works Agreement, 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 Agreement 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 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 subcontractor 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 Agreement and they may be adopted or amended from time to time during the term of this Agreement 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 Agreement or understanding and each vendor with which such Grantee has a Agreement 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 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 Agreement 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 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 subcontractor 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.

The Grantee agrees to comply with all provisions of Public Act No. 07-142, An Act Concerning Procedures for the Hearing of Complaints against State Contractors and Subcontractors by the Commission on Human Rights and Opportunities and the Documentation of Nondiscrimination Policies Adopted by State Contractors.

(i) Non-discrimination. References in this section to "Contract" shall mean this contract and references "Contractor" shall mean the Grantee.

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

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

(a) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 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.

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

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

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

(f) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate

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

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

(3) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Section VIII Cancellation: The Department of Economic and Community Development, by written notice to the Grantee, may suspend, postpone, abandon or terminate this Agreement for the convenience of the State, for violation by the Grantee of any provision contained in this Agreement, or for any failure by the Grantee to render to the satisfaction of the Department the services required under this Agreement, including any failure to make such acceptable progress with work required under this Agreement. Such action on the part of the Department shall in no event be deemed a breach of Agreement. Upon receipt of written notification from the Department that this Agreement is to be suspended, postponed, abandoned or terminated, the Grantee shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Grantee shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished or obtained under the terms of this Agreement, and shall transmit the same, together with the Grantee's evaluation of the cost of the work performed, to the Department on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records and correspondence. Upon receipt of this material, the Department shall make settlement with the Grantee in one of the following manners:
(a) If the Department terminates this Agreement for its convenience, the Department shall make an equitable adjustment of the Agreement price, but in doing so shall include no payment or other consideration for anticipated profit or unperformed services.
(b) If the Department terminates this Agreement because the Grantee has failed to fulfill its obligations under this Agreement, the Department may complete the work required hereunder by contracting with another party or by any other means, and the Grantee shall be liable for any additional costs incurred by the Department in doing so.
(c) If the State, after terminating the Grantee for alleged failure to fulfill its obligations under this Agreement, determines that the Grantee has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the

Department had terminated this Agreement for convenience.
In determining the basis for such equitable settlement for items (a), (b) and (c) as indicated above, the Department shall take into account any monies owed the Grantee for work previously performed under this Agreement, less payments previously made for said work, and the amount of reimbursable expenses incurred by the Grantee, less any payments previously made, to reimburse the Grantee for such expenses. The Grantee agrees to accept the Department's valuation of the work performed under this Agreement, and the Department will not be liable for any profit that the Grantee expected or might have expected to make on portions of the project work that have not been performed. If postponement, suspension, abandonment or termination is ordered by the Department because it lacks sufficient funds to complete or proceed with the project, the Grantee may not make a claim against the Department in any form or forum for loss of anticipated profit or for any other reason related to the project or this Agreement. The rights and remedies of the Department in this article are in addition to any rights and remedies that the Department may possess by law under this Agreement. Decisions of the Department on matters discussed in this article shall be final and binding.

Section IX Non-Waiver of State Immunity: The Grantee agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claim against the State) and the Grantee further agrees not to initiate legal proceedings in any State of federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Section X 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 XI Anti-Kickback Act: The Grantee agrees to comply with federal Title 18, U.S.C. 874, the Anti-Kickback Act, which states in part: "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induced any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part of loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned no more than five years, or both."

Section XII Anti-Lobbying: The Grantee agrees to comply with federal Title 18, U.S.C. 1913, which states in part: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or assigned to influence in any manner a member of Congress for favor, oppose, by note or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation." Grantee also agrees to comply with OMB Circular A-122; and 45 Code of Federal Regulations Part 1158, prohibition against lobbying federal officials with federally-granted funds.

Section XIII State Elections Campaign Contribution and Solicitation Ban: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledge receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

Section XIV Claims Against the State: The Grantee agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Grantee further agrees not initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Section XV Choice of Law and Forum: The Grantee agrees to be bound by the law of the State of Connecticut and the federal government where applicable and agrees that this agreement shall be construed and interpreted in accordance with Connecticut law and federal law where applicable.

Section XVI Indemnification:
(a) The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Grantee's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
(b) The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
(c) The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
(d) The Grantee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
(e) The Grantee shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.
(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
(g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

Section X VIII Disclosure of Records: This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Section XIX Tangible Personal Property: The Grantee on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Grantee and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Grantee or by any of its Affiliates in the same manner as if the Grantee and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
(2) A customer's payment of a use tax to the Grantee or its Affiliates relieves the customer of liability for the use tax;
(3) The Grantee and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
(4) The Grantee and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
(5) Any Grantee or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(a) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(b) The Grantee represents and warrants that each of its Affiliates has vested in the Grantee plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Grantee on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

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

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

Section XXII Audit and Inspection of Plants, Places of Business and Records:
(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Grantee's and Grantee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. (b) The Grantee shall maintain, and shall require each of the Grantee Parties to maintain, accurate and complete Records. The Grantee shall make all of it's and the Grantee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice. (d) All audits and inspections shall be at the State's expense.
(e) The Grantee shall keep and preserve or cause to be kept and preserved all of its and Grantee Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Grantee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
(f) The Grantee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Grantee shall cooperate with an exit conference.
(g) The Grantee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with

any Grantee Party.

Section XXIII Campaign Contribution Restriction:. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

Section XXIV 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 be filed with the Auditor of Public Accounts.

Section XXV Payment: Payment of the grant for eligible costs incurred on or after the date of the grant award shall be made upon completion of all project work by the Grantee, approval by the Attorney General or his representative of the recording of covenants and easements required pursuant to Section II (h) of this Agreement, and upon compliance with all other terms of this Agreement, including:
(a) An inspection by the Department to ensure the work has been completed satisfactorily in accordance with plans and specifications approved by the Department;
(b) The submission of a completion report satisfactory to the Department; and
(c) The execution and submission to the Department of a certificate of actual costs by the person in charge of the project.

Section XXVI 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 Department prior to the performance of services.

Section XXVII Deadline: The Grantee agrees that the project for which this grant has been made shall be completed no later than «End». Expenses incurred prior to the date of the grant award or after the Agreement expiration date shall not be eligible for reimbursement.

Section XXIII: 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 Department, the State of Connecticut shall, to the full extend permitted by law, have each and every right and remedy available to the State either at law or in equity.

Section XXIV State Elections Campaign Contribution and Solicitation Ban For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledge receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

THIS AGREEMENT, entered into this_____ day of _____, by the State of Connecticut, acting by and through the Department of Economic and Community Development:

_____ _____
Christopher Bergstrom, Deputy Commissioner Date

Witness: _____
Print Name:

Witness: _____
Print Name:

SAMPLE

Grantee: «FLName»
Acting Herein Through:

_____ _____
Hereunto duly authorized Date
Name:
Title:

Witness: _____ (L.S.) (SEAL)
Print Name:

Witness: _____
Print Name:

APPROVED AS TO FORM: _____
George Jepsen, Attorney General
DATE:

EXHIBIT A

Exhibit A to a Grant Contract between the «FLName» and the Department of Economic and Community Development the «Title», «HPPROPERTYAddr1» «City», Connecticut, dated «Dec» and made a part hereof.

«FLName» (hereinafter known as the Grantee) agrees:
(1) That the summary of ethics laws concerning construction or procurement contracts as contained in the State Ethics Commission's 2006 Guide to the Code of Ethics for Current or Potential State Contractors is hereby incorporated by reference and made a part of this Agreement.
(2) To acknowledge and comply with the policies enumerated in the Department of Economic and Community Development's Ethics Statement, a copy of which is attached hereto and made a part hereof.
(3) That, if applicable, the Grantee is subject to 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.
(4) That, if applicable, the Grantee is subject to and agrees to comply with the public records provision of Section 1-218 of the General Statutes of Connecticut.
(5) That suspended or debarred consulting engineers, architects, suppliers, materialmen, lessors or other vendors may not submit a proposal for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of the Agreement award or commencement of work.

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

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency;
(2) Has not, within a three-year period preceding this Agreement, been convicted of or had civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction, violation of federal or State antitrust statutes of commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
(3) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
(4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

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

(c) The Grantee agrees to ensure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in lower tier subcontract and purchase orders.

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

(2) 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.

(6) That this Agreement, notwithstanding any other statements, does not make the State subject to binding arbitration. This clause overrides any other clause in this Agreement.
(7) That this Agreement does not waive any right the State may have to the implied warranties of fitness and mercantile ability.
(8) That this Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.
(9) That this Agreement is subject to the provision of the Whistleblower Act as found in Connecticut General Statutes, Section 4-61dd(e).

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 subcontractor.

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 contract 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 orders 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, ad 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 disadvantages 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 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 of 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 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who 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 with 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 nondiscrimination 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 superceded 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

Thomas J. Meskill
Governor

Filed this 16th day of
June, 1971.

Harry Hammer
Secretary of The State

State Of Connecticut
By Her Excellency
M. Jodi Rell
Governor

Executive Order No. Seven C

WHEREAS, in the wake of the scandals related to state contracting, I established the State Contracting Reform Task Force

to examine the way in which the state buys goods and services with a directive to restore integrity to, and the public's trust in, the way we buy such goods and services; and

WHEREAS, that task force submitted a number of recommendations that were embodied in a legislative proposal for the General Assembly's consideration;

WHEREAS, the General Assembly added to that legislative proposal provisions that do not address the irregularities in state contracting, but instead place unacceptable and overly burdensome limitations on the services for which the executive branch may enter into Agreements in order to conduct the business of the state and provide essential state services;

WHEREAS, in light of those provisions, I had no choice but to veto that legislation;

WHEREAS, there remains an acute need to make reforms in the state contracting process in order to ensure such contracting process reflects the highest standards of integrity, is clean and consistent and is conducted in the most efficient manner possible to enable state agencies to deliver programs and serve our citizens;

WHEREAS, there further remains an acute need to address the state's vulnerabilities in the selection and procurement processes to avoid improprieties, favoritism, unfair practices or ethical lapses in the future, or the appearance of such; and

WHEREAS, it has been deemed to be advisable to make certain modifications and revisions to the text of Executive Order Nos. 7, 7A and 7B.

NOW, THEREFORE, I, M. Jodi Rell, 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 that:

1. (a) There is established a State Contracting Standards Board (the "Board") that shall consist of nine members. Five members shall be appointed at the sole discretion of the Governor. Four members shall be appointed by the Governor based on the recommendations of the four principal leaders of the General Assembly. The Speaker of the House of Representatives, the House Minority Leader, the President Pro Tempore of Senate and the Senate Minority Leader of the Connecticut General Assembly may each recommend to the Governor one member for appointment by the Governor to the Board. Each member recommended to the Governor or appointed to the Board shall have demonstrated sufficient knowledge by education, training or experience in several of the following enumerated areas: (1) government procurement; (2) Agreement negotiation, drafting and management; (3) Agreement risk assessment; (4) preparing requests for proposals, invitations to bid and other procurement solicitations; (5) evaluating proposals, bids and quotations; (6) real property transactions; (7) business insurance and bonding; (8) the state code of ethics; (9) federal and state statutes, policies and regulations; (10) outsourcing and privatization proposal analysis; and (11) small and minority business enterprise development, known in the State of Connecticut as the set aside program. Such education, training or experience shall have been acquired over not less than a continuous five-year period and shall have been acquired within the ten-year period preceding such appointment.

(b) The chairperson of the Board shall be elected by the members of the Board from amongst themselves. The members shall serve at the pleasure of the Governor and their terms shall be coterminous with the term of the Governor.

(c) The Board shall be an independent body within the Executive Department.

(d) The chairperson of the Board shall be compensated two hundred dollars per diem. Other members of the Board shall be compensated two hundred dollars per diem. No person shall serve on the Board who is a full-time state or municipal employee and neither a person on the Board nor any spouse, child, stepchild, parent or sibling of such person shall be directly in a position involved in any enterprise that does business with the state.

(e) The Governor shall appoint an executive director who shall serve as an ex-officio, nonvoting member of the Board. The Governor or the Board may remove the executive director from office for reasonable cause. The Board shall, annually, conduct a performance evaluation of such executive director. The salary of the executive director shall be determined by the Commissioner of the Department of Administrative Services and the individual will be placed in the management pay plan and have benefits such as vacation, sick leave, pension and insurance determined in accordance with that designation. For all other purposes, the executive director shall be considered an appointed official.

(f) The Board may Agreement with consultants and professionals on a temporary or project by project basis and may employ secretaries, real estate examiners, Agreement specialists, forensic fraud examiners, property and procurement specialists, paralegals, attorneys and such other employees as the Board deems to be necessary or appropriate, all of whom shall be in the state classified service as permitted or required in accordance with applicable law. As the Board is not a state agency, the employees shall be considered to be employees of the Department of Administrative Services for administrative purposes.

(g) The reasonable expenses of the Board and its employees shall be paid from the budget of the Board upon the approval of the Board.

(h) No employee of the Board shall hold another state or municipal position, nor shall any such employee or any non-clerical employee or any spouse, child, stepchild, parent or sibling of such employee of the Board be directly or indirectly involved in any enterprise that does business with the state. Each member and employee of the Board shall file, with the Board and with the Citizen's Ethics Advisory Board, a financial statement indicating all sources of business income of such person in excess of one thousand dollars, and the name of any business with which such member or employee is associated, as defined in Subsection (b) of Section 1-79 of the general statutes. Such statement shall be a public record. Financial statements for the preceding calendar year shall be filed with the Citizen's Ethics Advisory Board and the Board on or before the first day of May of each year if such employee or member held such a position during the preceding calendar year, as permitted or required in accordance with applicable law.

(i) The Board shall be assigned to the Department of Administrative Services for administrative purposes only.

(j) Five members of the Board shall constitute a quorum, which shall be required for the transaction of business by the Board.

(k) The Department of Administrative Services, together with the Office of Policy and Management, shall provide to the Office of the Governor their recommendations for achieving the staff and personnel provisions of this Executive Order in a manner permitted or required in accordance with applicable law.

2. For the purposes of this Executive Order, the following definitions shall apply:

(a) "Agreement risk assessment" means (A) the identification and evaluation of loss exposures and risks, including, but not limited to, business and legal risks associated with the contracting process and the contracted goods and services, and (B) the identification, evaluation and implementation of measures available to minimize potential loss exposures and risks.

(b) "Contractor" means any person or entity submitting a bid, proposal or quotation for a Agreement described in Section 3 of this Executive Order, including, but not limited to, a small contractor, minority business enterprise, organization, or individual with a disability, all as more specifically defined in Section 4a-60g of the general statutes.

(c) "Emergency procurement" means procurement by a state agency that is made necessary by a sudden, unexpected occurrence that poses a clear and imminent danger to public safety or requires immediate action to preserve prevent or mitigate the loss or impairment of life, health, property or essential public services or in response to a court order, settlement agreement or other similar legal judgment, as permitted or required in accordance with applicable law.

(d) "Goods" means all items of personal property, including, but not limited to items commonly referred to as supplies, materials, equipment and inventory that are the subject of a state procurement.

(e) "Privatization Agreement" means an agreement or series of agreements between a state contracting agency and a person or entity, in which such person or entity agrees to provide services valued at five hundred thousand dollars or more over the life of the Agreement that are substantially similar to and in lieu of services provided, in whole or in part, by employees of such agency or by employees of another state agency for such state agency and that results in the layoff of any state employee. "Privatization Agreement" does not include a privatization Agreement in effect on or before the effective date of this Executive Order, an agreement to provide management or financial consulting or a consultant-services agreement to provide professional, architectural or design services on a project-by-project basis.

(f) "State Agreement" means an agreement or a combination or series of agreements between a state agency or quasi-public

agency and a person, firm or corporation for (A) a project for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the acquiring or disposing of all manner of real and personal property, (D) goods and services, including but not limited to, using purchase of services Agreements and personal service agreements, (E) transactions involving information technology, (F) a lease or (G) a licensing agreement, and includes all government functions that relate to such activities. The term State Agreement shall not include a Agreement between a state agency or a quasi-public agency and a political subdivision of the state.

(g) "Purchase of service Agreement" means any Agreement between a state agency and an organization for the purchase of ongoing direct health and human services to agency clients. The Agreement generally is not used for the purpose of purchasing administrative or clerical services, material goods, training and consulting services. Purchase of service agreements are to be used to Agreement with nonprofit and proprietary corporations as well as partnerships but cannot be used to Agreement with individuals.

(h) "State contracting agency" means any state agency and all higher education agencies and institutions within the Executive Department permitted or required to enter into Agreements, in accordance with applicable law. "State contracting agency" shall not include the Judicial or Legislative Departments of the State of Connecticut, or the Joint Committee on Legislative Management within the Connecticut General Assembly.

3. (a) On or before January 1, 2007, the Board shall prepare a uniform procurement code to govern all aspects of procurement and contracting involving all expenditures by and revenues to (1) all state contracting agencies in connection with all of their transactions involving real property, all manner of goods, personal property and services, information technology and the construction, reconstruction, alteration, remodeling, repair or demolition of buildings and public works, and (2) quasi-public entities for purchases and Agreements utilizing state funds, and (3) on or before January 1, 2008 the Board shall expand the uniform procurement code to cover municipal contracting where State funds are utilized. Nothing in this Section shall be construed to require the application of the uniform procurement code when such procurement involves the expenditure of federal assistance or Agreement funds and federal law provides for applicable procurement procedures.

(b) The uniform procurement code described in Subsection (a) of this Section shall be designed to: (1) establish uniform contracting standards and practices among the various state contracting agencies; (2) simplify and clarify the state's laws and regulations governing procurement and contracting standards, policies and practices, including, but not limited to, procedures concerning the solicitation and evaluation of competitive sealed bids, proposals and quotations, small purchases, sole source procurements and emergency procurements; (3) ensure the fair and equitable treatment of all businesses and persons who deal with the procurement system of the state; (4) include a process to maximize the use of small contracting and minority business enterprises, or individuals with a disability, all as more specifically defined in Section 4a-60g of the general statutes; (5) provide increased economy in state procurement activities and maximize purchasing value to the fullest extent possible; (6) ensure that the procurement of supplies, materials, equipment, services, real property and construction required by any state contracting agency is obtained in a cost-effective and responsive manner; (7) preserve and maintain the existing contracting procurement, disqualification, suspension and termination authority and discretion of any state contracting agency when such contracting and procurement procedures represent best practices; (8) include a process to improve contractor and state contracting agency accountability; (9) include standards by which state contracting agencies must solicit and evaluate proposals to privatize state or quasi-public agency services; (10) establish standards for leases and lease-purchase agreements and for the purchase, sale or transfer of other interests in real property; (11) promote a well trained, educated workforce; (12) establish an effective oversight process to ensure all Agreements adhere to the established procurement processes; and (13) promote an effective way for contractors, the procurement workforce and the general public to report fraud, waste and abuse in the state contracting system.

(c) In preparing the uniform procurement code described in Subsection (a) of this Section, the Board shall conduct a comprehensive review of existing state contracting and procurement laws, regulations, procedures and practices and shall utilize them as the Board deems to be appropriate.

(d) Upon request by the Board, each state contracting agency engaged in procurement shall provide the Board, in a timely manner, with such procurement information as the Board deems to be necessary or appropriate. The Board shall have access to all information, files and records related to any state contracting agency in furtherance of this purpose. Nothing in this Section shall be construed to require the Board's disclosure of documents that are exempt from disclosure pursuant to

chapter 14 of the general statutes or that may be protected from disclosure under claim of an attorney-client privilege.

(e) The Board shall file such uniform procurement code with the clerks of the House of Representatives and the Senate not later than January 15, 2007, for the General Assembly's consideration and adoption.

4. In addition to the preparation of the uniform procurement code described in Section 3 of this Executive Order, the duties of the Board shall include:

(a) Recommending the repeal of repetitive, conflicting or obsolete statutes concerning state procurement;

(b) Developing, publishing and recommending revisions and updates to the uniform procurement code;

(c) Assisting state contracting agencies in complying with the uniform procurement code by providing training, guidance, models, advice and practical assistance to state contracting agency staff relating to: (1) buying the best goods and services at the best price and terms; (2) properly selecting contractors; (3) drafting Agreements that achieve state goals and protect taxpayers' interests; (4) monitoring and addressing issues relating to the performance of parties to state Agreements; (5) termination of state Agreements in a manner permitted or required by Agreement or applicable law; and (6) implementation of the uniform procurement code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(c). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;

(d) Reviewing and certifying that a state contracting agency's procurement processes are in compliance with the code. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(d). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law;

(e) Triennially, recertifying each state contracting agency's procurement processes and providing agencies with notice of any certification deficiency and exercising authority as provided under Section 6 of this Executive Order if a determination of noncompliance is made. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 4(e). Such agencies shall act on that advice and recommendations as required or permitted in accordance with applicable law;

(f) Defining the training requirements for state contracting agency procurement professionals;

(g) Monitoring implementation of the state contracting portal and making recommendations for portal improvement to the Department of Administrative Services;

(h) Providing advice and recommendations to state contracting agencies regarding a model Agreement data retention policy for state contracting agencies concerning retention of information, as required or permitted in accordance with applicable law. Such model policy shall include, but not be limited to, information on: (A) the number and type of state Agreements currently in effect state-wide, (B) the dollar value of such Agreements, (C) a list of client agencies, (D) a description of services purchased under such Agreements, (E) contractor names, and (F) an evaluation of contractor performance. The policy shall assure that such information is available on the state contracting portal, all as required or permitted by applicable law;

(i) Providing the Governor with recommendations concerning the uniform procurement code and this Executive Order;

(j) Providing advice and recommendations to state contracting agencies regarding implementation by such agencies of ethics training courses for state employees involved in procurement and for state contractors as required or permitted in accordance with applicable law. Such ethics training course may be developed and provided by the Citizen's Ethics Advisory Board or by any person, firm or corporation for implementation by such state contracting agencies as required or permitted in accordance with applicable law;

(k) Developing of recommendations to the General Assembly whereby the Board will perform the powers, duties and obligations of the State Properties Review Board; and

(l) Providing the Governor and the General Assembly with recommendations concerning the extension and applicability of the uniform procurement code, upon its adoption by the legislature, to the Judicial and Legislative Departments of the State of Connecticut, including the Joint Committee on Legislative Management within the Connecticut General Assembly.

5. (a) The Board shall triennially conduct audits of state contracting agencies to ensure compliance with the uniform procurement code. In conducting such audit, the Board shall have access to all contracting and procurement records, may interview personnel responsible for contracting, Agreement negotiations or procurement and may enter into an agreement with the State Auditors of Public Accounts to effectuate such audit. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(a). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.

(b) Upon completion of any such audit, the Board shall prepare and issue a compliance report for such state contracting agency. Such report shall identify any process or procedure that is inconsistent with the uniform procurement code and indicate those corrective measures the Board deems to be necessary or appropriate to comply with code requirements. Such report shall be issued and delivered not later than thirty days after completion of such audit and shall be a public record. In the absence of legislative action adopting the code, the Board shall provide advice and recommendations to state contracting agencies on how to achieve the goals of this section 5(b). Such agencies shall consider such advice and recommendations and act as required or permitted in accordance with applicable law.

6. (a) Each Agreement entered into on or after October 1, 2005 shall provide that the Board may review the Agreement and recommend to the state contracting agency termination of the Agreement for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the Agreement and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the Agreement no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such Agreement or state contracting agency. Notwithstanding the October 1, 2005 date, any procurement currently in progress that has not yet resulted in a fully executed Agreement can continue to proceed to Agreement without this provision, provided that no later than December 31, 2005 the parties execute an amendment or other appropriate Agreement modification to add this provision.

(b) For purposes of this Section, "Agreement" 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 Agreement for the sale or purchase of a fee simple interest in real property following transfer of title.

7. The Board shall issue recommendations regarding the disqualification or suspension of contractors from bidding or proposing on state Agreements to the extent required or permitted in accordance with applicable law. State contracting agencies shall consider such recommendations and act to the extent required or permitted in accordance with applicable law.

8. In accordance with section 1-225 of the Connecticut General Statutes, all public meetings of state agencies shall be posted on that agency's Web site.

9. Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price that the official or state employee paid or would pay.

10. (a) Notwithstanding the Agreement value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Agreements between state agencies and private entities with a value of $50,000 or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

11. No state agency may expend funds for any Agreement for legal services between the Attorney General and any person, firm or corporation that is entered into on or after January 1, 2006, and that will or that can reasonably be expected to result in attorney's fees, including, but not limited to, contingent fees paid to such person, firm or corporation in the amount of fifty thousand dollars or more, unless such Agreement has been subject to requests for proposals or requests for qualifications and awarded according to a competitive selection process.

12. Any provision of this Executive Order that is deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity, illegality or unenforceability, without invalidating the remaining provisions of this Executive Order or affecting the validity or enforceability of any provision of this Executive Order applied to circumstances other than those as to which it is held invalid, illegal or unenforceable. This Executive Order shall be interpreted and construed, to fullest extent possible, to be consistent with, and not in conflict with any applicable statute, regulation, decision of a court of competent jurisdiction or other source of applicable law.

13. Executive Order Nos. 7, 7A and 7B are hereby repealed in their entirety and are replaced with the text hereof.

This Executive Order shall be effective immediately.

Dated at Hartford, Connecticut, this 13th day of July 2006.
M. JODI RELL
Governor

By Her Excellency's Command:
Susan Bysiewicz
Secretary of the State

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

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 fourth day of August, 1999.

John G. Rowland
Governor

Filed this 4th day of August, 1999.

Susan Bysiewicz
Secretary of The State (Deputy)

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 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 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 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 Agreements and subcontractors for construction on public buildings, other public works and goods and services shall contain a provision rendering such Agreement or subcontractor subject to this Order, and that such Agreement or subcontractor 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 Agreement or subcontractor.

II. Every contractor and subcontractor having a Agreement 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 on any state Agreement 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 Agreements shall contain a clause which shall be a condition of the Agreement that the contractor and any subcontractor holding a Agreement directly under the contractor shall list al 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 Agreement or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the Agreement. Agreements 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 Agreements 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
Governor

Filed this 15th day of February 1973.

Harry Hammer
Secretary Of The State (Deputy)

CT Commission on Culture & Tourism -- Commissioners' Conflict of Interest Policy

Adopted December 15, 2003

Commissioners shall abide by the Code of Ethics for Public Officials, as set forth in the Connecticut Handbook for Appointed Officials, including the ethical rules set forth in Connecticut General Statutes sections 1-79 et seq., and in particular sections 1-84 through 1-86.

Commissioners of the Connecticut Commission Culture and Tourism ("Commissioners") shall not use their positions, or any confidential information received as a result of that position, to obtain financial gain for, among others, themselves or an organization with which they are associated, even if that use of position is inadvertent or unintentional. Organizations with which Commissioners are associated include those that employ, hire, or Agreement with a Commissioner or with which a Commissioner is affiliated as a paid or unpaid director.

In a case where a conflict of interest exists, Commissioners shall place the potential conflict on the record of the Commission, and abstain from participation in the matter, including discussions, votes or any other action. In cases where it is unclear whether a conflict of interest exists or whether abstention is sufficient, any Commissioner may seek an opinion from the Connecticut State Ethics Commission.

Annually, on or before July 1, Commissioners shall file with the Commission a list of all organizations with which they are associated, as defined above.

Karen Senich, Executive Director
April 23, 2008

CT Commission on Culture & Tourism
Ethics Statement

Mission: The mission of the Commission on Culture & Tourism is to preserve and promote Connecticut's cultural and tourism assets in order to enhance the quality of life and economic vitality of the state.

Application: Employees and Commissioners of the Commission on Culture & Tourism (CCT) occupy positions of trust and responsibility that require them to observe the highest ethical standards. Strict compliance with applicable laws, regulations, policies, and directives is an essential aspect of employment with CCT.

1. Purpose. The purpose of this statement is to ensure that all CCT employees and public officials are aware of the Code of Ethics for Public Officials, ("Code of Ethics") Conn. Gen. Stat. §1 79, et seq.; to ensure that official actions of department employees and public officials are independent and free from influence; to prevent department employees and public officials from using their position or influence for personal financial benefit; and to encourage public trust in the integrity of the Commission on Culture & Tourism. The Commission, and all other state agencies and departments, are required by P.A. 94 126 to develop and implement a department ethics statement.

2. Who must comply. All CCT employees and Commissioners.

Policy Summary: All employees and Commissioners are required to abide by the Connecticut Code of Ethics, Connecticut General Statutes sections 1-79 through 1-89a; the Connecticut Code of Ethics for Public Officials; statutes and regulations regarding political activity; Executive Order No. 1 (Gov. M. Jodi Rell); the Governor's letter to potential State Employees issued December 23, 2004; and the CCT Commissioners' Conflict of Interest Policy, as applicable.

In general, CCT employees may not:
- Disclose confidential information gained while employed at CCT;
- Use your position/influence or any information for financial benefit for yourself or family members;
- Solicit or accept anything of value or accept any gifts from a lobbyist or representative of a lobbyist. Nor can you accept any gift from, or give a gift to, individuals or entities doing business with or attempting to do business with the state or CCT; or
- Enter into a contract with the state valued at $100 or more unless the contract has been awarded through an open and public process. (This extends to immediate family.)

In general, CCT Commissioners may not:
- Disclose confidential information gained while in public service;
- Use your position/influence or any information for financial benefit for yourself your family members, organizations or a business with which you are associated;
- Solicit or accept anything of value or accept any gifts from a lobbyist or representative of a lobbyist. Nor can you accept any gift from, or give a gift to, individuals or entities doing business with or attempting to do business with the state or CCT; or
- Enter into a contract with the state valued at $100 or more unless the contract has been awarded through an open and public process. (This extends to immediate family.)

During work hours, CCT employees may not:
- Participate in political activity while employed by CCT;

- Use your position to directly or indirectly influence any political process, including payments, lending of money or anything of value to a party committee, organization, agency or person for political purposes.

After leaving CCT, employees and Commissioners must:

- Comply with certain General Statutes and Regulations, which restrict certain activities after leaving state employment or service.

Please review Connecticut General Statutes 1-84a and 1-84b and Connecticut Regulations 1-81-31 through 1-81-38.

Questions:

Employees or Commissioners with questions regarding the CCT Ethics Statement or Conflict of Interest Policy are urged to contact Debbie Hearl, CCT Human Resources Officer at 713-5314, or Christopher Bergstrom, Executive Director at 256-2753. Questions may also be directed to the Office of State Ethics at 566-4472.

Applicable Ethics Reference Materials:

It is highly recommended that all CCT employees and Commissioners obtain and review the following:

- Connecticut General Statutes Sections 1-79 to 1-89a, inclusive.
- Connecticut Code of Ethics for Public Officials, as amended, available at http://www.ethics.state.ct.us/Regs_and_Code_Information/2003_poguide.htm
- Statutes, regulations and policy concerning political activity of employees, outlined in Department of Administrative Services' General Letter No. 214-D, available at http://www.das.state.ct.us/HR/om/GL214D.pdf
- Executive Order No. 1 issued by Governor M. Jodi Rell on July 1, 2004.
- Letter from Governor Rell to Potential State of Connecticut Employees.
- CCT Commissioners' Conflict of Interest Policy.

Copies of these materials can be obtained from the CCT Personnel Office, CCT Human Resources Officer Debbie Hearl, or Christopher Bergstrom, Executive Director.

Issued By:

Karen Senich, Executive Director
April 23, 2008

CCT Commissioners' Conflict of Interest Policy

Commissioners shall abide by the Code of Ethics for Public Officials, as set forth in the Connecticut Handbook for Appointed Officials, including the ethical rules set forth in Connecticut General Statutes sections 1-79 et seq., and in particular sections 1-84 through 1-86.

Commissioners of the Connecticut Commission Culture and Tourism ("Commissioners") shall not use their positions, or any confidential information received as a result of that position, to obtain financial gain for, among others, themselves or an organization with which they are associated, even if that use of position is inadvertent or unintentional. Organizations with which Commissioners are associated include an organization of which a Commissioner "is a director, officer (i.e. president, executive senior vice president, or treasurer), owner, limited or general partner, beneficiary of a trust, or holder of stock constituting 5% or more of the total outstanding stock of any class." C.G.S. § 1079(b). Employees, unpaid officers, or directors of a non-profit organization are not considered to be "associated with" an organization. If the Commissioner's position at the non-profit organization, however, would be directly and uniquely affected his or her action, then he or she shall be prohibited from taking such action.

In a case where a conflict of interest exists, Commissioners shall place the potential conflict on the record of the Commission, and abstain from participation in the matter, including discussions, votes or any other action. In cases where it is unclear whether a conflict of interest exists or whether abstention is sufficient, any Commissioner may seek an opinion from the Office of State Ethics.

Annually, on or before July 1, Commissioners shall file with the Commission a list of all organizations with which they are associated, as defined above.

DECD Ethics Statement

The mission of the Department of Economic and Community Development (DECD) is to provide leadership and service to enhance the state's economy and to expand opportunities for individuals, business and community prosperity, promote equity and improve the quality of life for Connecticut citizens. As Department of Economic and Community Development employees, we share responsibility to administer millions of tax dollars, we work with confidential information that is extremely sensitive and we have financial relationships with the private and public sectors. Given this responsibility, it is important to reiterate a strong code of ethics for all department employees.

The "Code of Ethics for Public Officials" is set forth in Connecticut General Statutes, Chapter 10, Part 1, Sections 1-79 through 1-89 as may be amended from time to time. These sections prescribe proper conduct for state employees and officials in the discharge of their employment. This ethics statement, in accordance with Conn. Gen. Stat. sec. 1-83(b)(2), is to draw your attention to the Code of Ethics statutes and to clearly define the policies of the department concerning outside employment or business involvement, the solicitation or acceptance of gifts and gratuities and the proper handling of confidential and sensitive information.

In order that we may all avoid possible violations of the Code of Ethics, it is necessary for the department to be aware of any situations in which there is a real, potential, or apparent conflict of interest involving its employees.

No employee shall accept employment with any consultant, contractor, appraiser, or any other organization or individual nor shall any DECD employee have, directly or indirectly, a financial interest in any business, firm, or enterprise doing business with this agency that would cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with DECD. Any situations that an employee believes may represent a potential conflict of interest shall be immediately reported to their Executive Director in writing. Within the Office of the Commissioner any potential conflict of interest shall be immediately reported to the appropriate unit manager. This notification will provide an opportunity for a further review by departmental officials of the degree of potential conflict of interest, if any, and permit appropriate actions, if necessary.

Outside employment is generally barred if the private non-state employer can benefit from the state employee's official actions. For example, such outside employment would be barred if the individual in his or her state capacity has regulatory or contractual authority over the private entity, a non-profit or another governmental entity. An agency employee is not prohibited, however, from using his or her expertise for private gain, as long as no provision of the Code of Ethics is violated in the process. No employee of the Department of Economic and Community Development shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the department.

If there is deemed to be a violation of the Code of Ethics, the employee may be required to give up either his or her outside employment or state position or take other appropriate steps in order to resolve the Code of Ethics violation.

No employee of the Connecticut Department of Economic and Community Development (DECD) shall directly or indirectly solicit or accept any gift or gratuity from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with DECD. Any gift or gratuity that a person or organization attempts to give an employee of DECD shall be immediately returned. If such gift or gratuity is received by other than personal delivery from the subject person or organization, it shall be taken to Human Resources along with the name and address of the person or firm who gave the item. Human Resources along with the recipient of the gift or gratuity will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). Human Resources will then send a letter to the gift giver advising them of this donation. A copy of the letter will be kept on file with the Internal Audit Section.

No employee of the Department of Economic and Community Development shall use or distribute state information or confidential information obtained from a client of the agency. No employee of DECD shall use state equipment or materials for other than state business purposes. Much of the information used by the agency is confidential. Employees may not use any information available from computer printouts, computer terminals, records, verbal communications with clients or co-workers or from any other source except in the appropriate administration of our programs. Any misuse of information may result in disciplinary action.

The foregoing policies apply to all employees of the Department of Economic and Community Development, and it shall be the responsibility of each employee to be familiar with them and to comply with them. To that end, each employee will be given a copy of the policy and will be asked to sign a form indicating its receipt and review. Employees who do not comply with the above policies or who are found to have violated the Code of Ethics for Public Officials, C.G.S. Sections 1-79 to 1-89, as may be amended, may be subject to disciplinary action up to and including dismissal from state service. This is an excellent department with a dedicated and competent staff and these measures simply reiterate what is the norm for responsible and professional conduct. It is important for us to maintain the highest professional standards in the discharge of our duties.

If you have any questions or would like to read the full text of the Ethics Code, please visit the State Ethics Commission website at www.ethics.state.ct.us.

PRESERVATION RESTRICTION
Appendix C

GENERAL INFORMATION ON CCT PRESERVATION RESTRICTIONS

HRF grantees are required to provide SHPO with a Preservation Restriction of limited duration on the property that is the beneficiary of funding from the Historic Restoration Fund. 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 SHPO; 2) to ensure reasonable opportunities for the public to view the property which has benefited from an infusion of state dollars; and not to change the use of the property without the prior consent of the SHPO. Grantees with properties not on the State or National Register of Historic Places are not required to execute a Preservation Restriction.

The timeframe for SHPO 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.

See a sample of a standard SHPO Preservation Restriction on the next page.

EASEMENTS, DECLARATION OF COVENANTS, AND DECLARATION OF PRESERVATION RESTRICTIONS

SAMPLE

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the _____ day of_____, 2011 by the [Legal Name of Your Organization] (hereinafter referred to as Grantor") and in favor of the STATE OF CONNECTICUT (hereinafter referred to as "Grantee"), acting by the DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, an agency of the State of Connecticut having its offices at One Constitution Plaza, 2nd Floor, 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
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 [Duration of Restriction] 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.

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.

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

[For example, "Historic House Museum" "Municipal Services" "Social Services"]

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 [X:XX am and X:XX pm] 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 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[Duration of Restriction] 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:

_____ By: _____

Witness Name: Name Title:

_____

Witness Name:

STATE OF CONNECTICUT)
) ss. COUNTY OF HARTFORD)

On this _____ day of _____, _____, before me, the undersigned

officer, personally appeared _____, who acknowledged

herself/himself to be the _____ of

_____

and that she/he, as such _____,being authorized so to do, executed the foregoing

instrument for the _____, by signing the

name of the corporation as such _____.

IN WITNESS WHEREOF, I hereunto set my hand.

_____

Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT BY THE
CONNECTICUTDEPARTMENT OF
ECONOMIC AND COMMUNITY
DEVELOPMENT

_____ By: _____
Witness Name/Title: Catherine Smith
Name: Commissioner

_____
Witness Name:

STATE OF CONNECTICUT)
) ss. City of Hartford
COUNTY OF HARTFORD)

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared Catherine Smith, who acknowledged that she is the Commissioner of the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT and that she, as Such Commissioner, being authorized so to do, executed the foregoing instrument for the State of Connecticut by signing hwe name as such Commissioner.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND.

_____
Commissioner of the Superior Court
Name

EXHIBIT A

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the [twenty-eighth] day of [November, 2007] by the [Legal Name of Your Organization] and the STATE OF CONNECTICUT, acting by the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT and made a part thereof.

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

[See directions.]

"As that certain piece or parcel of land, together with the buildings and improvements located thereon, situated in the [See Note Below.], County of [property in which county is located] and the State of Connecticut, bounded:

NORTHERLY: [SEE DIRECTIONS FOR COMPILING EXHIBIT A]

EASTERLY:

SOUTHERLY:

WESTERLY:

SUBJECT TO:

As recorded in Volume _____, Page_____of the _____Land Records.

EXHIBIT B

Exhibit B to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the twenty-eighth day of September, 2007, by the [Legal Name of Your Organization] and the STATE OF CONNECTICUT, acting by the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT and made a part thereof.

MAINTENANCE STANDARDS FOR THE OSWIN WELLES MONUMENT [SAMPLE.: The following four paragraphs must have your property's information in place of the sample.]

Shortly after Cedar Hill Cemetery was established in 1864, Oswin and his two brothers, Leonard and John, purchased a large lot in Section 1. In 1873, just two years before Oswin died, the brothers erected what is known as the OSWIN WELLES MONUMENT, a bronze, life-size, female sculpture atop their granite monument. The sculpture was created and signed by noted 19th century sculptor Carl Conrads. The monument was restored in its entirety to preserve its historic integrity.

Attached hereto and made a part hereof are two photographs of the exterior showing the present appearance of the OSWIN WELLES MONUMENT.

The basic exterior dimensions of the structure were not altered. The exterior of the sculpture was restored and maintained as closely as possible to its original appearance. The intent was to preserve the sculpture and monument by removing harmful deposits, repairing cracks, and eliminating the streaks that had disfigured this historic bronze monument. All work was completed with appreciation within the framework of historical accuracy.

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

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES FORMS
Appendix D

STATE OF CONNECTICUT EMPLOYER REPORT OF COMPLIANCE STAFFING LABOR DEPARTMENT

Department _____ ○ Approved ○ Pending Investigation

Compliance Officer _____ ○ Disapproved ○ Investigation Requested

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/City/State/Zip _____

* If no, indicate the usual methods of recruitment.

○ Connecticut State Employment Service ○ Private Employment Agency ○ Newspaper Advertisement

○ Walk-In ○ Other (specify) _____

SIGNATURE

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 _____

Signature _____

Title _____

AFFIRMATIVE ACTION & AMERICANS WITH DISABILITIES COMPLIANCE FORM
Appendix E

The SHPO has adopted a policy stating that no application for state funds through theDepartment of Economic and Community Development 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.

TOTAL MALE

Employees	**White**	**Black**	**Hispanic**	**American Indian**	**Asian or Pacific Islander**	General *If none of the others apply*	Disabled
Full Time							
Part Time							
Contracted							
TOTAL							
Board of Directors							

Indicate Year _____

TOTAL FEMALE

Employees	**White**	**Black**	**Hispanic**	**American Indian**	**Asian or Pacific Islander**	General *If none of the others apply*	Disabled
Full Time							
Part Time							
Contracted							
TOTAL							
Board of Directors							

Indicate Year _____

AFFIRMATIVE ACTION & AMERICANS WITH DISABILITIES COMPLIANCE FORM (CON'TD)

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

V. 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 Department of Ecomic and Community Development is available to assist any organization with information on compliance and requirements as mandated by Congress.

Authorized Organization Official Title _____

Name of Organization _____ Date _____

GRANT APPLICATION CERTIFICATION FORM
Appendix F

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

Title _____ Date _____

Name of Grantee _____

GRANT APPLICATION CHECKLIST (SIGNATURE REQUIRED)
Appendix G

This checklist includes all items required for an application to be considered complete. Check each box to confirm items are enclosed.

Section I: Basic Project Info *(see page 7)*

- ☐ A. Professional Project Consultant?
- ☐ B. Define Project Type
- ☐ C. Subject Property Street Address & Map

Section II: Detailed Project Description *(see page 7)*

- ☐ A. Narrative description of the project?
- ☐ B. Narrative description of any ground disturbance?
- ☐ C. Detailed construction schedule?
- ☐ D. Narrative of desired effects/outcomes for applicant & general public?

Section III: Budget *(see pages 7)*

- ☐ A. General project budget summary with only allowable grant costs as follows:
  - ☐ 1. Project Sign
  - ☐ 2. Archaeological investigation fees
  - ☐ 3. Legal advertisements
  - ☐ 4. Documentary photography
  - ☐ 5. Land Record filing
  - ☐ 6. Single-project Audit Fees
  - ☐ 7. Total costs associated with rehabilitation, acquisition, etc.
- ☐ B. Itemized Project Budget as follows:
  - ☐ 1. Detailed line-item construction budget in Uniform Construction Index
  - ☐ 2. For acquisition project an itemized list of anticipated purchase costs.
    - ☐ N/A

Section IV: Matching Funds *(see page 8)*

- ☐ A. Narrative on amount, source, availability of match, including acknowledgement that state funds will not be used to match award.
- ☐ B. Notarized letter of assurance signed by applicant's signatory authority guaranteeing that funds required to match award are available and restricted for this purpose as of date of application
- ☐ C. Narrative describing how project costs will be paid for prior to receipt of matching grant funds

Section V: Project Need *(see page 8)*

- ☐ A. Narrative describing need for project and how project will sustain and/or enhance future stability/capability of applicant.
- ☐ B. Narrative that describes project's impact (jobs, economic, access, etc.).
- ☐ C. NRZ or Main Street designation?
- ☐ D. Certified Local Government (CLG)?

CHECKLIST (CON'TD)

Section VI: Operating Forecast Detail *(see page 8)*

- ☐ A. Describe how project corresponds to organization's long-term facilities plans.
- ☐ B. Schedule outlining proposed hours for public visitation and fees, if any, following the completion of project work

Section VII: Org/Project Readiness *(see page 8)*

- ☐ A. Narrative demonstrating applicant's financial stability, including financial projection.
- ☐ B. Provide organizational financial statements past 3 fiscal years.
- ☐ C. Complete list of capital grant applications made and/or received from any State of CT funding source within last 3 years.

Section VIII: Other Required Attachments *(see pages 9-10)*

- ☐ A. Technical Documents
  - ☐ 1. Attached detailed, complete, professionally prepared architectural or technical plans/specs.
  - ☐ 2. For acquisitions, minimum of two real estate appraisals completed by appraisers licensed to practice in CT within the past 6 months.
    - ☐ N/A
- ☐ B. Notarized letter regarding compliance with all provisions of all applicable state and federal laws and executive orders.
- ☐ C. Notarized letter from the property owner which authorizes applicant to submit application for matching grant-in-aid from SHPO.
  - ☐ N/A
- ☐ D. Submit legal opinion from attorney licensed to practice in Connecticut which states:
  1. Name of property's legal owner of record
  2. Name of any other parties holding an interest in property and nature of interest, if any.
  3. Preservation Restriction in favor of SHPO can be recorded in land records of municipality.
- ☐ E. If property is leased by applicant, attach copy of the current lease agreement (20 year lease).
  - ☐ N/A
- ☐ F. If parties other than owner/applicant hold an interest in property provide notarized statements in which each interested parties agrees to subordinate their interest to the SHPO Preservation Restriction
  - ☐ N/A
- ☐ G. Notarized letter of assurance providing SHPO with an acceptable Preservation Restriction of limited duration in accordance with schedule shown in Appendix C (page 34).
- ☐ H. Certified resolution approved by applicant's governing board, etc. that empowers one or more individuals to execute the grant applicants; a project funding agreement and project PR.
- ☐ I. If the applicant is a nonprofit, attach a copy of the organization's dated 501 (c)(3) tax-status determination letter from IRS.
  - ☐ N/A
- ☐ J. CD or DVD with 6 different photos

CHECKLIST (CON'TD)

☐ K. Copies of CHRO forms:

- ☐ 1. Employer Report of Compliance Staffing
- ☐ 2. Affirmative Action and ADA compliance forms

☐ L. Notarized letter of assurance regarding agreement 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 SHPO.

☐ M. If municipality or nonprofit has 50 or more employees listed below apply

- ☐ N/A
- ☐ 1. Copy of municipal or organization-wide Affirmative Action Plan
  - ☐ N/A

☐ 2. If more than 50 employees without an A-A plan, submit notarized affidavit signed by applicant's authorized signatory guaranteeing that an AA plan will be developed within six months.

- ☐ N/A

☐ N. For properties in local historic district or properties that have been designated as local historic properties by municipal ordinance pursuant to Sec 7-147, attached a COA from municipal historic district/property commission of jurisdiction (not applicable for acquisition)

- ☐ N/A

Section IX: Other Required Attachments *(see page 10)*

☐ A. Copy of long-term preservation plan:

- ☐ 1. Identification of future property use
- ☐ 2. List of prioritized restoration needs
- ☐ 3. Plans for compliance with ADA.

☐ B. Statement regarding whether or not property is threatened with loss or destruction, please describe nature and immediacy of that threat.

Section X: Optional Items *(see page 10)*

☐ A. Letters of support.

SIGNATURE

This application checklist reflects all the items we are submitting for a Historic Restoration Fund Grant.

Contact Signature _____ Date _____

Authorized Signatory Signature _____ Date _____

D E C D

State of Connecticut
Department of Economic and
Community Development

State Historic Preservation Office

Department of Economic and Community Develpment
One Constitution Plaza
2nd Floor
Hartford, CT 06103
Telephone: 860-256-2800

www.cultureandtourism.org/history