

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

AGENDA
BOARD OF SELECTMEN SPECIAL MEETING
Monday, September 15, 2025
12:00 PM
Waterford Town Hall – Appleby Room

- 1. Call to Order & Roll Call:**
- 2. Pledge of Allegiance:**
- 3. LEARN:** To consider and act on approval of a License Agreement between the Town of Waterford and LEARN and its agents, contractors and representatives access to 51 Daniels Avenue, Waterford to demolish the former Southwest School.
- 4. Adjournment:**

RECEIVED FOR RECORD
WATERFORD, CT
2025 SEP 12 A 11:37
[Signature]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”), made as of this ____ day of September, 2025 (the “**Effective Date**”), by and between **TOWN OF WATERFORD**, a Connecticut municipal corporation having an address of 15 Rope Ferry Road, Waterford, Connecticut 06385 (the “**Licensor**”), and **LEARN**, a regional educational service center established pursuant to Section 10-66a of the Connecticut General Statutes having an address of 44 Hatchetts Hill Road, Old Lyme, Connecticut 06371 (the “**Licensee**”). Licensor and Licensee may also be identified individually herein as a “**Party**” or collectively as the “**Parties**” as the case may be.

WHEREAS, Licensor and Licensee are parties to that certain Purchase and Sale Agreement dated as of December 13, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of August 1, 2024, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated as of July 25, 2025, as further amended by that certain Third Amendment to Purchase and Sale Agreement dated as of August 26, 2025 (as amended, the “**Purchase Agreement**”), for the purchase and sale of certain real property commonly known as 51 Daniels Avenue, Waterford, Connecticut, as more particularly described in the Purchase Agreement (the “**Property**”); and

WHEREAS, in anticipation of the closing of the transactions described in the Agreement, Licensee desires access to the Property as of the Effective Date to perform certain work, including certain demolition work, and Licensor desires to permit Licensee such access, all as more particularly described on **Exhibit A**, attached hereto and made a part hereof (the “**Work**”).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein made, and other good and valuable consideration, the Parties accept and agree as follows:

1. **Capitalized Terms**. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. **Permission**. Licensor hereby gives permission to Licensee, its agents, consultants, contractors, subcontractors, licensees and invitees, to pass, repass and enter upon the Property (the “**License Area**”) on foot and with vehicles, machinery, materials and equipment, to access the License Area to perform the Work (collectively, the “**License**”), all at Licensee’s sole cost and expense, subject to the terms and conditions set forth in this Agreement. Such grant of the License includes, without limitation, uses and purposes incidental, attendant and/or ancillary to the License. Licensor reserves the right to continue to use the real property within the License Area for all uses and purposes in accordance with the Purchase Agreement; provided, however, that such uses and purposes shall not materially increase the cost to Licensee to perform the Work. Notwithstanding anything in this Agreement to the contrary, once Licensee commences the Work authorized by this Agreement, it shall pursue the completion of such Work at Licensee’s sole cost and expense pursuant to the terms and conditions of this Agreement unless this Agreement is terminated pursuant to Section 3 of this Agreement; provided, however, that the status of the Work will in no way delay the Closing Date (as such term is defined in the Purchase Agreement).

3. **Termination**. This License shall automatically terminate and be of no further force

or effect, with exception of the indemnity obligations of Licensee pursuant to Section 7 of this Agreement which expressly survive termination of this Agreement in accordance with such Section 7 of this Agreement, upon the first to occur of (a) Licensor is no longer the record owner of that portion of the Property that is the subject of the Work; and (b) upon termination of the Purchase Agreement.

4. **Compliance.** All activities, including but not limited to performance of the Work, undertaken by Licensee on the Property shall fully comply with all applicable Federal, State and local laws, codes, statutes, ordinances, regulations and other laws, including but not limited to all environmental laws and laws related to demolition. Licensee, at its sole cost and expense, shall determine what permits are required and apply for the foregoing with the appropriate regulatory agencies, and Licensee shall pursue the required permits diligently using commercially reasonable efforts. Licensor, as record owner of the Property, shall sign all permit applications and, at no cost or expense to Licensor, assist Licensee in any reasonable request in obtaining any required permits. Licensee shall only utilize contractor(s) in connection with the Work who are duly licensed to engaged in such activities pursuant to applicable law.

5. **License.** This License is intended to be a license in real property that is a personal, revocable and non-assignable privilege (except as expressly stated herein) to enter the License Area in accordance with this Agreement for the limited purposes stated herein, without giving rise to any possessory interest in the Property. Notwithstanding anything herein to the contrary, this License shall not run with the land and shall not be assigned to any other party.

6. **Insurance.** Licensee, at its sole cost and expense, shall maintain or shall cause its agents, consultants, contractors, subcontractors, licensees or invitees, as applicable, to maintain (a) a policy of public liability insurance of not less than \$1,000,000.00 with respect to bodily injury or death to any one person or with respect to any one occurrence or accident, and not less than \$1,000,000.00 in the aggregate; and (b) Workers' Compensation Insurance in statutory form. All such policies of insurance, as applicable, shall name Licensor as an additional insured, and copies of such policies shall be provided to Licensor prior to entry of the License Area by Licensee, its agents, consultants, contractors, subcontractors, licensees or invitees, as applicable. All such insurance shall be provided by policies issued by insurers of recognized responsibility authorized to do business in the State of Connecticut.

7. **Indemnification.** Licensee, on behalf of itself and its agents, consultants, contractors, subcontractors, licensees or invitees (collectively, the "**Indemnifying Parties**"), shall release, defend, indemnify and hold harmless Licensor and its successors and assigns from and against any and all claims, causes of action, demands, damages, expenses, costs (including without limitation reasonable attorneys' fees), losses or liabilities incurred or suffered by Licensor of any kind or nature whatsoever (including without limitation any claim, demand, damage, expense, cost, loss or liability with regard to any third party), in law or equity, to the extent arising out of, in connection with or in any way relating to (a) the License; and (b) any entry by the Indemnifying Parties or any of them into the License Area; and (c) any negligent or willful acts or omissions by Indemnifying Parties in connection with the Work, each except to the extent the same is caused by the negligence or willful misconduct of Licensor or its agents, consultants, contractors, subcontractors, licensees or invitees, or their respective successors or assigns. Licensee's indemnity obligations set forth in this Section 7 shall survive termination of this Agreement for a

period of three (3) years.

8. **Third Party Beneficiaries.** The Parties agree that, except as otherwise expressly set forth in this Agreement, no other person or entity other than the Parties themselves will have the right to enforce any of the terms or provisions of this Agreement, it being intended that there be no third-party beneficiaries of this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard for its conflict of laws principles. Any litigation commenced pursuant to this Agreement shall be brought in the state courts of the State of Connecticut, Judicial District of New London.

10. **Counterparts.** The Parties intend that faxed or .pdf signatures constitute original signatures and that an Agreement containing the signatures (original or facsimile or .pdf) of the Parties is binding on the Parties once sent via facsimile or via electronic mail to the other Party or to counsel for the other Party.

11. **Attorney's Fees and Costs.** The provisions of this Agreement may be enforced by any Party who is subject to it by means of an award or a judgment or order issued by a court of competent jurisdiction. In the event of any action or proceeding between the Parties to enforce any provision of this Agreement, the losing Party will pay to the prevailing Party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in such action and in any appeal in connection therewith by such prevailing Party.

12. **Notices.** All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, or by Federal Express, UPS, or similar overnight delivery service, addressed to the parties hereto at the addresses first set forth above, or to such other place as a party may from time to time designate in writing. Notices sent via certified or registered mail shall be deemed received three (3) business days after being sent, and notices sent via Federal Express, UPS, or similar overnight delivery service shall be deemed received on the next business day. Counsel for either Party may give notice to the other Party in accordance with the terms and conditions of this Agreement.

13. **Modification; Severability.** This Agreement may not be modified or altered except in a writing executed by all Parties. If any part of this Agreement is found to be in conflict with applicable laws or regulations, that part will be null and void insofar as it is in conflict; however, the remainder of this Agreement will remain in full force and effect; provided, however, that if any part of this Agreement is found to be in conflict with the Purchase Agreement, the Purchase Agreement shall control.

14. **Waiver.** The failure by one Party to enforce or require any other Party's compliance with the terms and conditions of this Agreement will not constitute a waiver of its right to do so in the future, nor will it release the other party from its responsibilities under this Agreement. A Party's consent to or approval of any act by any other Party, which act requires the first Party's consent or approval, will not be construed to waive or render unnecessary said Party's consent to or approval of subsequent acts. A waiver of rights under this Agreement will only be

valid if clearly set forth in writing.

15. Construction. The recitals set forth above are hereby incorporated by reference. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party.

16. Warranty of Signers. Each individual executing and delivering this Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized and empowered to make such execution and delivery.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensors and Licensees have executed this Agreement as of the Effective Date.

Licensor:

TOWN OF WATERFORD

By: _____
Name: Robert Brule
Title: First Selectman
Duly Authorized

Licensee:

LEARN

By: _____
Name: Katherine Ericson
Title: Executive Director
Duly Authorized

Exhibit A

The Work

The scope of work to be completed this Summer/Fall (2025) is complete removal of the existing Southwest school and portable classrooms. Upon mobilization, sediment and erosion control measures will be implemented along with installation of the perimeter safety fence and gates.

Easily removable non-hazardous building materials will be removed. Then the asbestos abatement work will occur.

Once all of the hazardous materials are removed from the building and it is cleared by the licensed hygienist, the building will be taken down with heavy machinery and sorted. Some items will be trucked a recycling facility and the rest will be trucked to a landfill.

After the building is taken down, the foundations will be removed and hauled offsite. Then the building area will be proof-rolled and brought up to grade in compacted lifts.

The perimeter fencing along with sediment and erosion control measures will remain in place and will be maintained until the new construction starts in late January.

No work will commence onsite until the demolition contractor (Stamford Wrecking) binds their insurance policies. The Construction Manager (Gilbane) will then transmit a copy of the insurance certificate(s) to LEARN for their files.