

LICENSE AGREEMENT
2024-...-....

This **LICENSE AGREEMENT** (this “Agreement”) is entered into as of the first day of June 2024 (the “Effective Date”), by and between the **CITY OF NEW HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut, with a mailing address at 165 Church Street, New Haven, Connecticut 06510 (the “Licensor”), and **TOWN GREEN SPECIAL SERVICES DISTRICT**, a special services district organized and existing under the laws of the State of Connecticut, with a mailing address at 900 Chapel Street, 9th Floor, New Haven, Connecticut 06510 (the “Licensee”).

BACKGROUND

- I. Licensee is a quasi-public organization dedicated to improving the business climate within downtown New Haven. Licensee has partnered previously with the Licensor to stage multiple “Night Market” events within downtown New Haven, including in the Ninth Square on Orange Street; and has partnered previously with Licensor and Beacon Properties, LLC, the owner of all of the properties along Orange Street between Center Street and Crown Street (“Beacon”), to create the Orange Street Promenade within the Ninth Square. Now, Licensee, in partnership with Beacon, proposes to make overhead canopy lighting improvements to the street lighting on Orange Street between Center Street and Crown Street, which canopy lighting shall consist of strings of lights attached to cables, crossing over Orange Street approximately twenty-two feet (22’) above the street and anchored to buildings on either side of the street, creating a pleasant ambiance for pedestrians during events (the “Orange Street Lighting Project”).
- II. Licensor, as the owner of the public right-of-way known as Orange Street, is favorably inclined, in principle, to the Orange Street Lighting Project, and accordingly is willing to permit the installation of the same within said public right-of-way, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, Licensor and Licensee hereby agree as follows:

1. License. Licensor hereby grants to Licensee the right to install the Orange Street Lighting Project, as shown in the Installation Plan attached hereto as Exhibit A, incorporating the LED Light Strands shown on and attached hereto as Exhibit B, using the Anchor Locations North Side, shown on and attached hereto as Exhibit C and the Anchor Locations South Side, shown on and attached hereto as Exhibit D, and incorporating the Hardware shown on and attached hereto as Exhibit E parts 1 through 8.

2. Term.
 - (a) Subject to the provisions of Paragraph 2(b) below, the term of this Agreement shall continue for a period of six (6) months from the Effective Date (the "Term").
 - (b) Notwithstanding the provisions of Paragraph 2(a) above, it is agreed and understood that this Agreement shall terminate automatically upon the occurrence of any of the following:
 - (i) a material default by Licensee with respect to any of Licensee's obligations hereunder, where such default is not cured within ten (10) days of Licensor delivering to Licensee written notice thereof; or
 - (iii) thirty (30) days' written notice from either Licensor or Licensee to the other, terminating this Agreement.
3. Hours. The operating hours for the Orange Street Lighting Project shall be [].
4. License Fee. Licensee shall pay a license fee in the amount of Zero Dollars (\$0) per month.
5. Compliance with Laws. Licensee shall be responsible for compliance with all laws, codes, and regulations (federal, state, or municipal) with respect to the installation of the Orange Street Lighting Project, including (without limitation) all environmental laws and regulations. Licensee shall be responsible for obtaining any permits, licenses, and/or approvals (zoning, building, health, etc.) that are required under all laws, codes, and regulations (federal, state, or municipal) with respect to such installation and for obtaining any and all required licenses or approvals from Beacon or any other affected private property owner. Licensee shall be responsible for the cost of any repairs to any property of Licensor necessitated by way of the installation, maintenance, or removal of the Orange Street Lighting Project.
6. No Representation by Licensor. Licensee acknowledges that Licensor has not made any representations or promises whatsoever with respect to the suitability of Orange Street for Licensee's proposed use thereof.
7. Signs. Licensee shall not attach or permit the attachment of any signage to the appurtenances of the Orange Street Lighting Project without the express prior written consent of Licensor, to be granted or withheld in the exercise of Licensor's sole and absolute discretion.
8. Licensee's Obligations Upon Termination.

- (a) Upon the expiration or earlier termination of this Agreement, Licensee shall be responsible for removal of all components of the Orange Street Lighting Project and for any repairs pursuant to Section 5 above.
 - (b) In the event that Licensee shall fail to carry out Licensee's obligations under Paragraph 5(a) above, then, without prejudice to any other rights or remedies which may be available to Licensor, it is hereby agreed, stipulated, and understood that Licensor shall be permitted to carry out such work and dispose of the Orange Street Lighting Project in such manner as Licensor shall deem fit.
- 9. Indemnification. Licensee hereby agrees to defend, indemnify, and hold harmless Licensor, and Licensor's officers, agents, servants, and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgments, liens, costs, expenses, and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors, or omissions of Licensee or their respective employees, agents, or subcontractors, directly or indirectly arising out of, or in any way in connection with, the activities of Licensee pursuant to this Agreement.
- 10. Insurance.
 - (a) Licensee shall purchase from and maintain, with a company or companies with an A- or greater A.M. Best & Co. rating acceptable to Licensor and lawfully authorized to do business in Connecticut, such insurance as will protect Licensor and Licensee from claims which may arise out of or result from Licensee's activities pursuant to this Agreement.
 - (b) Licensee shall not act nor permit any actions which are or may be contrary to law or which will invalidate or conflict with any policy of insurance at any time carried by or for the benefit of Licensor or Licensee concerning general liability.
 - (c) Without prejudice to the generality of Paragraph 10(a) above, Licensee shall obtain and maintain Commercial General Liability coverage including:
 - (i) A combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
 - (ii) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000).
 - (iii) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000).

- (d) This limit of liability can be provided by a combination of an Umbrella and/or Excess Liability policy(ies). Coverage must include the following endorsements:
- (iv) Blanket Contractual Liability for liability assumed under this Agreement.
 - (v) Severability of Interests.
 - (vi) That the insurance provided is to be primary for Licensor, and all other indemnitees named in this Agreement.
- (e) Licensee must carry Workers' Compensation insurance as follows:
- (i) Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction.
 - (ii) Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.
 - (iii) Extensions of Coverage
 - Other States Endorsement
 - Amendment of the Notice of Occurrence
 - Thirty (30) days' written notice of cancellation, non-renewal.
- (f) The insurance required pursuant to this Section 10 shall be written for not less than the limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption throughout the Term from the Effective Date. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the expiration of the Term for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Licensee shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty-four (24) months following the expiration of the Term. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date. If continuous claims-made coverage is used, Licensee shall be required to keep the coverage in effect for the duration of not less than twenty-four (24) months from the date of expiration of the Term or, if appropriate, from earlier termination of this Agreement.
- (g) For all policies required hereunder Licensee hereby waives (or shall cause to be waived) subrogation against Licensor and any and all other indemnitees pursuant to Section 9 of this Agreement, and shall name Licensor as Certificate

Holder and, except for Worker's Compensation, an additional insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days' written notice to Licensor prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to Licensor in accordance with the notice provisions of the Agreement. Licensee shall furnish Licensor with the insurance policy(ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations of this Section 10 on an arrival basis, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Worker's Compensation coverage), (3) notice of cancellation, and (4) Certificate Holder information. Certificates of Insurance acceptable to Licensor shall be filed with Licensor prior to the Effective Date and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after the expiration of the Term, an additional Certificate of Insurance evidencing continuation of such coverage shall be delivered to Licensor.

- (h) Licensee shall notify Licensor whenever fifty percent (50%) of the aggregate limits required hereunder are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, Licensee agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Licensee.
 - (i) Unless requested otherwise by Licensor, Licensee and Licensee's insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against Licensor.
 - (j) Any deductible or self-insured retention must be declared to, and approved by, Licensor. All deductibles or self-insured retentions are the sole responsibility of Licensee to pay and/or to indemnify Licensor.
11. Waiver. The failure of Licensor to enforce or insist upon the performance of any of the covenants and conditions contained in this Agreement shall not be construed as a waiver of any other covenant or condition, or as a waiver of any future right to enforce or insist upon the performance of the covenant or condition in question.
12. Notices. Any notices required to be given hereunder shall be deemed duly given if mailed in any post office by registered or certified mail addressed to the parties at their respective above-referenced addresses.
13. Prior Agreements. This Agreement contains the entire agreement between Licensor and Licensee with respect to the Orange Street Lighting Project, and no prior agreement or understanding, oral or written, expressed or implied, pertaining to the same shall be effective or valid for any purpose.

14. Governing Law. This Agreement is made under and shall be construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, Licensor and Licensee have executed and delivered two (2) counterparts of this Agreement as of the Effective Date.

LICENSEE

Town Green Special Services District

LICENSOR

CITY OF NEW HAVEN

BY:

Name: Winfield Davis

Title:

Duly Authorized

Dated: _____

BY:

Justin Elicker
Mayor

Dated: _____

Approved for Form and Correctness:

John R. Ward, Special Counsel to Economic
Development

Dated: _____

Orange Street Lighting Project

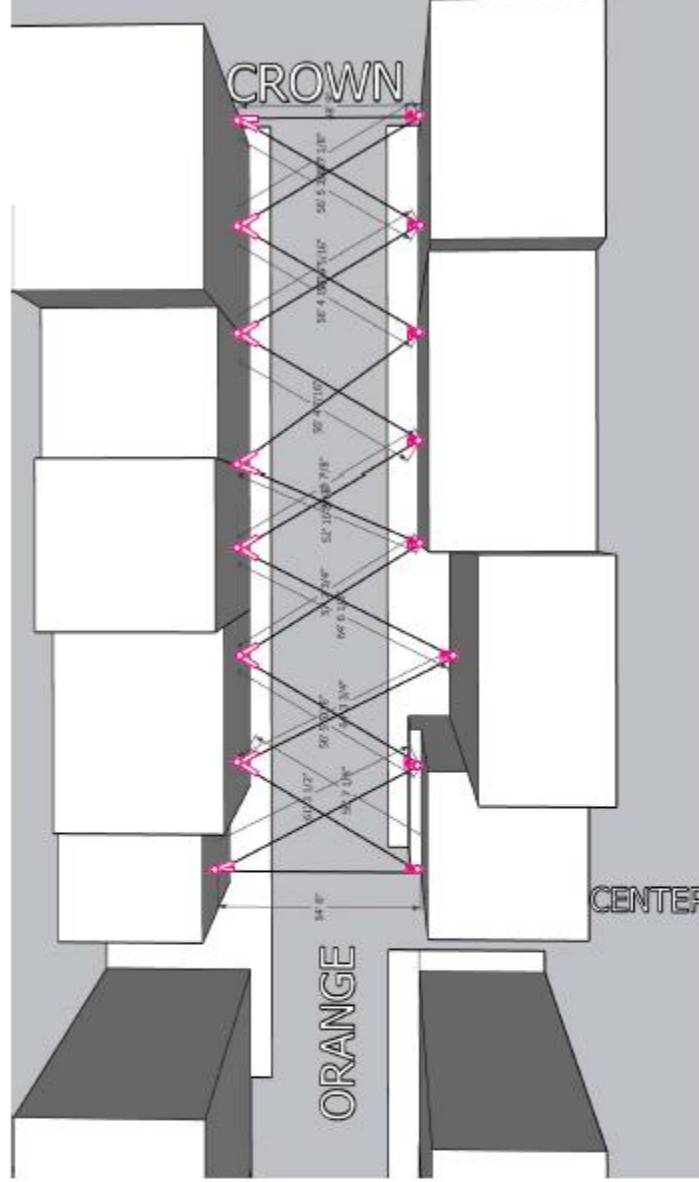
Installation Plan:




Lights will be suspended from stainless steel cable anchored to various locations on building on either side of the street approximately 22' above street level.

Anchors will be secured to building facings drilling a small hole to receive a threaded stud that will be permanently affixed to the building with industrial epoxy.

Below is an approximate layout of the anchor locations on the buildings.

Efforts will be made to avoid unique architectural details, drilling only into brick facings.



-  Turnbuckles will be used intermittently to reduce the amount of weight and tension on each anchor.
-  Wall anchors allow cable, lights and turnbuckles to be connected across the span of the street.
-  Springs are set on walls opposing turnbuckles to reduce stress on masonry and anchors attached to the cable system.

Orange Street Lighting Project

LED Light Strands:

The Enbrighten light strands use low voltage LED lights and have the ability to extend up to 750 feet on one plug. This allows for only one power source with two plugs to illuminate the entire street.

The strands are controlled by a single remote control with a variety of colors and modes. Each bulb is able to change colors.

Home / Enbrighten-Seasons Color-Changing Vintage LED Café Lights, 24 Bulbs, 48ft. Black Cord



so the entire strand can be one color or various colors can be used for different seasons or events.

enbrighten

enbrighten

CAUTION

WARNING

STEP 1 - READ THE INSTRUCTIONS

STEP 2 - CHECK THE BULBS

STEP 3 - CONNECT THE BULBS

STEP 4 - TEST THE STRAND

STEP 5 - CHECK THE REMOTE CONTROL

STEP 6 - CHECK THE BATTERY

STEP 7 - CHECK THE CORD

STEP 8 - CHECK THE REMOTE CONTROL

SAFETY INFORMATION

CAUTION

WARNING

Orange Street Lighting Project

Anchor locations
North Side:

Below is a visual map indicating the proposed location of each anchor on each building along the North side of Orange Street.



EXHIBIT C

Orange Street Lighting Project

Anchor locations
South Side:

Below is a visual map indicating the proposed location of each anchor on each building along the North side of Orange Street



EXHIBIT D

Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

Product Categories / Fasteners / Anchors / Adhesive Anchors / RED HEAD Acrylic Adhesive: Acrylic, 9.11...

RED HEAD Acrylic Adhesive: Acrylic, 9.11 fl oz Container Size, Block/Brick/Concrete/Masonry

Item 53TX69 Mfr. Model A7P-10



Brand	RED HEAD	ICC Approved for Un-Cracked Concrete	Yes
Material	Acrylic	Sub-brand	Trubolt
Compatible Material	Block; Brick; Concrete; Masonry	Manufacturer Part Number	A7P-28
Compatible Anchor Size	3/8 in, #11; 1/2 in, 1-1/4 in, 1 in, #4; 1/2 in, 1/4 in, 3/4 in, 3/8 in, 5/8 in, 8 in, #5, #6, #7, #8, #9, #10	Container Type	Cartridge
Mixing Ratio	10:1	Container Size	26.84 fl oz
Set Cure Time	45 min	Display Qty	1
Working Time	5 min	Display Sell UOM	EA
Minimum Performance Temperature	14 °F	Includes	Mixing Nozzle
Maximum Performance Temperature	110 °F	Standards	ICC-ES ESR-3903; ICC-ES ESR-3951
ICC Approved for Cracked Concrete	Yes	UNSPSC	31162105
Product Description	Country of Origin France (subject to change)		

RED HEAD acrylic anchor adhesives bond threaded rods, anchors, and rebar to cured concrete and masonry surfaces. They are easier to dispense than epoxy, work in wet or water-filled openings, and set quickly in most temperatures.

Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

E-Rigging Search... Login / Signup My account Cart

Cable Rigging Rigging Department Marine Department Stainless Steel Made in USA Products

HAAS Hardware

1/4" X 500', 7x19, Type 316 Stainless Steel Cable

9AU-2250050 No reviews

Size: 1/4" X 500'

1/8" X 200' 1/8" X 500' 3/16" X 200' 3/16" X 500'

3/16" X 500' 1/4" X 200' 1/4" X 500'

5/16" X 200' 3/8" X 200' 3/8" X 500'

Cable Diameter	Breaking Strength	Working Load Limit (5:1) Design Factor
1/8"	1,670 lbs	334 lbs
3/16"	3,565 lbs	713 lbs
1/4"	4,900 lbs	1,175 lbs
5/16"	8,025 lbs	1,765 lbs
3/8"	11,740 lbs	2,352 lbs

Description

Cable Cannot Be Returned

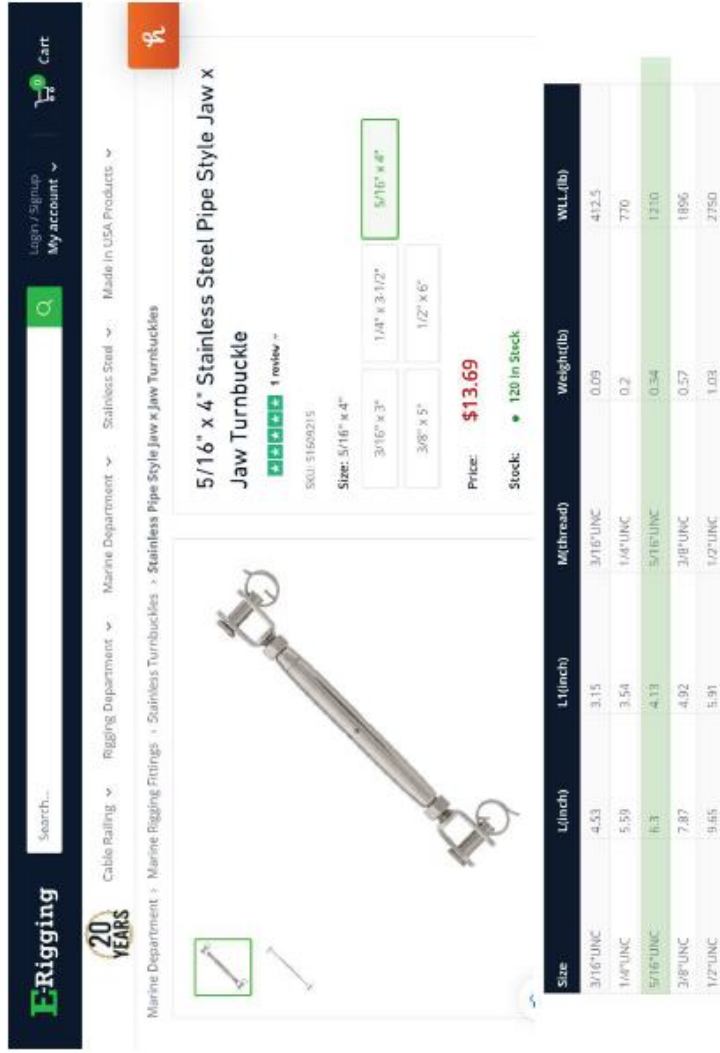
1/4" diameter 7x19 type 316 stainless steel cable, 500 ft reel constructed of 7 strands and 19 wires per strand, 7x19 construction makes this cable very flexible. Breaking strength is 4,900 lbs and working load limit is 1,175 lbs. Cable weighs 0.11 pounds per foot and adheres to federal specification RR-W-410H. Standard Reel Size (Flange Diameter x Height) 12 x 6 inches. Steel cable is often referred to as Aircraft cable, but this cable is not rated for aircraft use. We also carry common accessories for cable such as Wire Rope Clips, Wire Rope Thimbles, and Sleeves.

EXHIBIT E (cont.)

Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system



The screenshot shows the product page for a 5/16" x 4" Stainless Steel Pipe Style Jaw x Jaw Turnbuckle. The page includes a search bar, navigation menu, product image, and a table of specifications.

Product Name: 5/16" x 4" Stainless Steel Pipe Style Jaw x Jaw Turnbuckle

SKU: 51659215

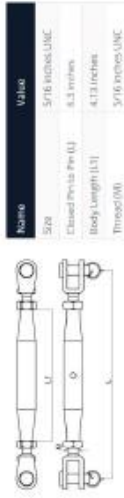
Size: 5/16" x 4"

Price: \$13.69

Stock: 120 In Stock

Size	L1 (inch)	L2 (inch)	M (Thread)	Weight (lb)	W.L. (lb)
3/16" UNC	4.53	3.15	3/16" UNC	0.09	412.5
1/4" UNC	5.59	3.54	1/4" UNC	0.2	770
5/16" UNC	6.3	4.13	5/16" UNC	0.34	1210
3/8" UNC	7.87	4.92	3/8" UNC	0.57	1896
1/2" UNC	9.65	5.91	1/2" UNC	1.03	2750

EXHIBIT E (cont.)



Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

E-Rigging Search... Learn / Support My account Cart

Cable Railing Rigging Department Marine Department Stainless Steel Made in USA Products

20 YEARS Stainless Steel - Stainless Mooring Springs

7mm x 390mm Stainless Steel Mooring Spring

HAAS No reviews

SKU: 51642842

Size: 7mm x 390mm

6mm x 320mm 7mm x 320mm 7mm x 390mm

Price: **\$32.11** \$59.89

Stock: 67 in Stock

L	D1	L1	Max Compression Load (lbs)	Recommended Max Hull Length (ft)	Recommended Max Hull Weight (lbs)
270	50	180	210	19.69	1763
270	60	180	260	26.25	4850
320	60	220	310	26.25	4850
370	60	255	350	26.25	4850
320	70	220	440	32.81	8157
390	70	270	500	32.81	8157

EXHIBIT E (cont.)



Name	Value
Wire Diameter (D)	7mm/0.275in
Overall Length (L)	390 millimeters
Overall Diameter (D1)	70 millimeters
Spring Length (L1)	270 millimeters
Max Compression Load	509 lbs
Recommended Max Hull Length	32.81 ft
Recommended Max Hull Weight	8157 lbs

Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

E-Rigging Search... [Log in / Sign up](#) [My account](#) [Cart](#)

Cable Bolting ▾ Rigging Department ▾ Marine Department ▾ Stainless Steel ▾ Made in USA Products ▾

Marine Department ▾ Marine Rigging Fittings ▾ Stainless Eye Bolts ▾ Stainless Shoulder Eye Bolts

3/8" x 5" Stainless Steel Shoulder Eye Bolt

SKU: 5161220

Size: 3/8" x 5"

Size	Weight (lb)	WLL (lb)
1/4" x 1-1/16"	0.28	1430
1/4" x 2"	0.31	1430
1/4" x 3-3/16"	0.4	1925
5/16" x 4"	0.47	1925
3/8" x 5"	0.6	2000
1/2" x 1-3/4"	1	3200
1/2" x 3-3/16"	1	3200

Technical specifications table:

Name	Value
Size	3/8" x 5" (1.9" x 5.0")
Eye Diameter (E)	0.88 (1.00)
Eye Thickness (D)	0.31 (0.31)
Thread Length (L)	4.92 (5.00)
Thread Diameter (M)	3/8 (0.375)

Technical drawings showing dimensions L, E, and D.

EXHIBIT E (cont.)

Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

E-Rigging 20 YEARS

Search... Login / Signup My account Cart

Cable Railing Rigging Department Marine Department Stainless Steel Made in USA Products

Marine Department > Marine Soft Ropes & Fittings > Rigging Fittings > Quick Links > Stainless Steel Big Opening Quick Link

5/16" Stainless Steel Big Opening Quick Link

SKU: 32451015

Size: 5/16"

3/16" 1/4" 3/8" 1/2"

Price: **\$8.99**

Stock: 244 In Stock

Quantity: - 1 +

Size	B(inch)	ØD(inch)	L(inch)	Weight(lb)	WLL(lb)
3/16"	0.51	0.19	2.04	0.05	649
1/4"	0.57	0.23	2.36	0.09	873
5/16"	0.68	0.31	2.91	0.2	1527
3/8"	0.8	0.39	3.34	0.26	2296
1/2"	0.92	0.47	3.85	0.53	4600

Technical Drawing Dimensions:

- Name: 5/16 Quick Link
- Size: 5/16 inches
- Inside Width (B): 0.68 inches
- Link Diameter (ØD): 0.31 inches
- Inside Length (L): 2.91 inches
- Link Opening (O): 0.7 inches

EXHIBIT E (cont.)

Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

E-Rigging Search... Login / Signup My account Cart

Cable Railing Rigging Department Marine Department Stainless Steel Made in USA Products

20 YEARS

Marine Department > Marine Soft Rope & Fittings > Rigging Fittings > Quick Links > Stainless Steel Delta Quick Link

5/16" Stainless Steel Delta Quick Link

SKU: 33562015 No reviews

Size: 3/16" 1/4" 5/16" 3/8" 1/2"

Price: **\$8.99**

Stock: **50 in Stock**

Quantity: - 1 +

Size	Ø (inch)	L (inch)	Ø (inch)	Weight (lb)	W.L. (lb)
3/16"	0.3125	1.89	0.26	0.07	400
1/4"	0.375	2.2	0.3	0.09	750
5/16"	0.4375	2.87	0.39	0.2	1400
3/8"	0.5	3.43	0.47	0.35	2100
1/2"	0.625	4.09	0.59	0.64	3200

Name	Value
Size	5/16 inches
Link Diameter (Ø)	5/16 inches
Overall Length (L)	2.87 inches
Link Opening (Ø)	0.39 inches

EXHIBIT E (cont.)



Name	Value
Size	5/16 inches
Link Diameter (Ø)	5/16 inches
Overall Length (L)	2.87 inches
Link Opening (Ø)	0.39 inches

Size	Ø (inch)	L (inch)	Ø (inch)	Weight (lb)	W.L. (lb)
3/16"	0.3125	1.89	0.26	0.07	400
1/4"	0.375	2.2	0.3	0.09	750
5/16"	0.4375	2.87	0.39	0.2	1400
3/8"	0.5	3.43	0.47	0.35	2100
1/2"	0.625	4.09	0.59	0.64	3200


Orange Street Lighting Project

Hardware:

The following is a list of hardware and specifications for the proposed cable and suspension system

Search
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Cart

20 YEARS
Cable Railing ▼ Rigging Department ▼ Marine Department ▼ Stainless Steel ▼ Made in USA Products ▼



1/4" Type 316 Stainless Steel Cast Wire Rope Clip

SKU: 31094220 3 reviews ▼

Size: 1/4"

3/32"	1/8"	3/16"	
1/4"	5/16"	3/8"	
1/2"	5/8"	3/4"	

Price: \$2.39

Cable Size	Minimum Number of Clips Required	Recommended Wrench Size	Torque (ft/lb)**	Amount of Wire to Turn Back (inch)	B (inch)	L (inch)	M (thread)	Weight (lb)
3/32"	2	7/82"	1.5	0.28	0.69	M3	M3	0.01
1/8"	2	1/4"	4.5	0.31	0.83	M3	M3	0.02
3/16"	2	5/16"	7.5	0.47	1.14	M5	M5	0.05
1/4"	2	3/8"	15	0.55	1.26	M6	M6	0.08
5/16"	2	1/2"	30	0.69	1.57	M8	M8	0.17
3/8"	2	11/16"	45	0.83	1.97	M10	M10	0.34

Name	Value
Cable Size	1/4 inches
UBW (With/Off)	0.55 inches
Overall Length (ft)	1.26 inches
M (Thread)	M6
Minimum Number of Clips Required	2
Torque	15 ft/lb
Amount of Wire to Turn Back	0.75 inches

EXHIBIT E (cont.)

