

**LICENSE AGREEMENT**  
**BETWEEN**  
**VILLAGE OF TUXEDO PARK**  
**AND**  
**E-J ELECTRIC T&D, LLC**

**THIS LICENSE AGREEMENT (“Agreement”)** is made and entered into as of September 8, 2022 between **E-J ELECTRIC T&D, LLC**, with its principal address of 53 N. Plains Industrial Rd., Wallingford, CT 06492 and **Village of Tuxedo Park** (hereinafter “Village of Tuxedo Park” “Village” or “Licensor”), with its principal offices at 80 Lorillard Road, Tuxedo Park, NY 10987.

**WITNESSETH:**

**WHEREAS, E-J ELECTRIC T&D, LLC** has a contract with Consolidated Edison of New York, Inc. (Con Edison) to perform mechanical overhead electric primary, secondary, and service distribution system associated with the Tuxedo Park Reconductoring Project (“Project”) and requires a location to store and laydown equipment and materials; and

**WHEREAS,** Village of Tuxedo Park owns two parcels of land located on 18 Wee Wah Road, and 77 Wee Wah Rd. Village of Tuxedo Park, County of Orange, State of New York, identified on Orange County tax map as Section 104, Block 1, Lot 35 (hereinafter the “Parcel”), approximately 1-acre usable, and Orange County tax map as Section 104, Block 1, Lot 34 usable (hereinafter the “Parcel”), approximately 1-acre usable which meets the needs of E-J Electric T&D, LLC’s for a Temporary Equipment Storage Site (hereinafter “TESS”) and

**WHEREAS,** Village of Tuxedo Park Board of Trustees has the authority to grant rights and privileges with respect to the Parcel;

**NOW, THEREFORE,** for and in consideration of the terms of this agreement, and other valuable consideration, the parties hereto covenant and agree as follows:

- 1.0 Purpose. The purpose of this license agreement is for the Village of Tuxedo Park Board of Trustees to grant the right and privilege to E-J Electric T&D, LLC for the use and access of approximately 1-acre of each Parcels as a TESS for the purposes of, as more fully described below, a laydown yard, and a storage area.
- 2.0 Scope of Use as a TESS Site
  - 2.1 The Laydown yard shall be used by E-J Electric T&D, LLC solely for the Project as follows:
    - a) The storage of non-hazardous material used by E-J Electric T&D, LLC;
    - b) E-J Electric T&D, LLC represents that hazardous material will not be delivered, received or stored at the TESS or the Parcel and any such material which is discovered during reconductoring process will be delivered to Con Edison and will not be stored at the TESS or the Parcel.

- 2.2 The Storage Area shall be used by E-J Electric T&D, LLC solely for the Project for the storage of:
- a) Office Trailers;
  - b) Storage Containers;
  - c) Portable Toilets;
  - d) Construction Equipment;
  - e) Tooling; and
  - f) Vehicles;
- 2.3 All items discussed in paragraphs 2.1 and 2.2 shall, to the extent required by federal, state or local laws, be fully registered with all Federal, State and Local governing agencies, shall comply with all safety regulations governing said items and shall be fully insured during the term of this agreement.
- 2.4 E-J Electric T&D, LLC shall, at its sole cost and expense, ensure that during the use of the TESS, all items discussed in paragraphs 2.1 and 2.2, shall be in proper working order, staffed by employees familiar with the use of the items to minimize risk to both life and property of E-J Electric T&D, LLC, Village of Tuxedo Park employees, volunteers and property.
- 2.5 The TESS area of the Parcel shall be designated by the Village of Tuxedo Park.
- 2.6 E-J agrees that its use of the TESS shall not unduly interfere with the Village of Tuxedo Park's use and occupation of the TESS for sewer plant operation purposes.
- 3.0 Commencement. The terms and conditions of this License Agreement shall be deemed to be effective and to have commenced as of September 15, 2022, regardless of the date of this Agreement, during which such time E-J expressly acknowledges that the Village has permitted access to the Parcel for the purposes of utilizing the TESS and E-J has enjoyed such access. The TESS shall be accessible to E-J Electric T&D, LLC during the Term, which shall end as set forth herein. The Village of Tuxedo Park shall not be responsible for any theft or damage to any property maintained in the TESS during the Term. Any violations or tickets issued to the Village of Tuxedo Park or other law enforcement agency due to E-J Electric T&D, LLC's use of the TESS area shall be the responsibility of E-J Electric T&D, LLC.
- 4.0 Consideration. For use of the TESS in the manner herein considered, E-J Electric T&D, LLC shall provide to Village of Tuxedo Park the following:
- a. License Fee: E-J agrees to pay the sum of \$1,000.00 upon execution of this Agreement and the sum of \$1,400.00 per month to be paid in monthly installments on the 1<sup>st</sup> of each month until this Agreement or any agreed upon execution thereof terminates. Payment shall be made via Business Check payable to "Village of Tuxedo Park" and made at the Village Hall located at 80 Lorillard Road, Tuxedo Park, New York, 10987.

b. Security Deposit: E-J Electric T&D, LLC agrees to deposit with the Village a security deposit in the amount of \$1,000.00, which deposited upon execution of this License Agreement. The security deposit shall be held by the Village as security for E-J Electric T&D, LLC's full and faithful performance of all of the terms and conditions of this License Agreement.

4.1 In connection with completion of the Project, E-J Electric T&D, LLC desires access to and use of Village water and electric. E-J Electric T&D, LLC agrees to pay the Village a fee for such access and use of Village water at the rate of \$0.016850 per gallon. The amount of water use shall be monitor and recorded by the Village. E-J Electric T&D, LLC shall reimburse the Village for access and use of Village water by the 15th day of every month. The Village shall provide E-J Electric T&D, LLC with a bill showing the charge based on the usage of water and the rate of \$0.016850 per gallon for everyone one-month period until this Licensee Terminates. E-J Electric T&D, LLC agrees to pay the Village a fee for such access and use of Village electric to be billed at a monthly flat rate. The Village will determine the flat rate amount upon review of past DPW monthly electric bills during the same months E-J Electric T&D, LLC will utilizing the TESS.

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6.0 Term. E-J Electric T&D, LLC's access to the TESS shall terminate at midnight on November 30, 2022 (the "Term"). In the event E-J Electric T&D, LLC requires additional time to utilize the TESS, the Parties agree that this Agreement shall be extended for no longer than two (2) months upon a written agreement extending this agreement. E-J Electric T&D, LLC understands that this Agreement is revocable at will by the Village of Tuxedo Park and acknowledges that this license may be revoked at any time for any reason by Village of Tuxedo Park upon 24 hours written notice to any officer of E-J Electric T&D, LLC or provided via email to John Reynolds at the email address Sebastian Trovato at Strovato@ej1899.com. Thereafter E-J Electric T&D, LLC shall have fifteen (15) days to vacate the Parcel and the TESS and to pay all amounts due and owing to the Village if any. Village of Tuxedo Park shall return to E-J Electric T&D, LLC any payments made by E-J Electric T&D, LLC on account, pro rata, for the remainder of the Term paid.

6.1 Should E-J Electric T&D, LLC wish to terminate this agreement before November 30, 2021, E-J Electric T&D, LLC may do so via providing written notice to the Village of Tuxedo Park, located at 80 Lorillard Road, Tuxedo Park, New York, 10987. Upon receiving written notice, this License shall terminate immediately, and all amounts owed to the Village shall be paid by E-J Electric T&D, LLC within fifteen (15) days of the termination date.

7.0 Defense and Indemnification. E-J Electric T&D, LLC agrees to defend, indemnify and hold harmless the Village of Tuxedo Park, all of its employees, volunteers, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments,

subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of E-J Electric T&D, LLC's use of the TESS during the Term. Mutually, the Village of Tuxedo Park agrees to defend, indemnify and hold harmless E-J Electric T&D, LLC, all of its employees, officers and elected officials, and any other agents, representatives and employees of each of them, from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogations or other damages, including, without limitation, for personal injury or property damage, in any way arising out of Village of Tuxedo Park use of the TESS.

8.0 Licensee's Liabilities. If, during the course of its operations, E-J Electric T&D, LLC or any of its employees, subcontractors or any other individual or corporation then acting under its direction:

a. damages any part of the TESS, including any equipment or Village of Tuxedo Park property thereon, E-J Electric T&D, LLC shall, at its sole cost and expense, repair said damages immediately; or

b. releases any substance or liquid into the TESS, E-J Electric T&D, LLC shall at its own cost and expense, locate and remove said substance or liquid and institute any required clean-up or remediation immediately; or

c. damages any part of any walk, street, sidewalk, or any other property within the Laydown Area while engaged in its operations hereunder, by traversing on the roadways, E-J Electric T&D, LLC shall, at its own cost and expense, repair said damages immediately.

9.0 Insurance. During the Term, E-J Electric T&D, LLC shall obtain and maintain to the termination of , at its sole cost and expense from companies admitted to insure in the State of New York, a General Liability Insurance Policy in an amount of no less than \$2,000,000.00 per occurrence and \$4,000,000.00 general aggregate naming the Village of Tuxedo Park as additional insured and covering the Village of Tuxedo Park from and against any and all liabilities, claims, demands, actions, losses, damages and expenses, (including, without limitation, attorneys' fees and costs) judgments, subrogation claims or other damages, including, without limitation, for personal injury or property damage, in any way arising out of E-J Electric T&D, LLC's use of the TESS. Said insurance coverage can be achieved through a combination of General Liability and Umbrella coverage and shall be written on a Primary and Non-contributory basis and include a Waiver of Subrogation.

9.1 The aforementioned Insurance Policy will be presented to the Village of Tuxedo Park, at the Village Hall located at 80 Lorillard Road, Tuxedo Park, New York, 10987. E-J Electric T&D, LLC shall not use the TESS pursuant to this License Agreement until the aforementioned insurance policy is provided to the Village of Tuxedo Park.

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- 11.0 Restoration of the TESS Site. E-J Electric T&D, LLC shall, within thirty (30) days of the conclusion of its use of the TESS or upon an earlier termination of this Agreement by either party:
- 11.1 Restore the TESS to its original conditions prior to commencement of this Agreement. To ensure compliance, E-J Electric T&D, LLC agrees and consents to inspection of the TESS site by the Village of Tuxedo Park to determine that original site conditions have been restored, which determination shall be in the sole reasonable discretion of the Village of Tuxedo Park.
- 12.0 Reservation of Rights. The Village of Tuxedo Park reserves the right to enter the Parcel upon reasonable notice (or without notice if the Village determines, in its sole discretion, that emergency circumstances exist) for the purpose of inspection or to assess or remedy a potentially dangerous or dangerous condition(s).
- 12.1 Governing Law & Disputes. This Agreement shall govern and construed according to the laws of the State of New York. In the event of a dispute between the parties leading to litigation, the parties agree and stipulate that such litigation shall be resolved in the Supreme Court of the State of New York in the County of Orange. There shall be no defense of lack of personal or subject matter jurisdiction.
- 13.0 Severability. If any provision or paragraph of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, such provision or paragraph shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- 14.0 Miscellaneous.
- 14.1 E-J Electric T&D, LLC has examined and inspected the TESS and determined that it meets the needs of Tuxedo Park Reconductoring Project and accepts it "as is".
- 14.2 E-J Electric T&D, LLC shall not assign, transfer, convert, encumber, or otherwise dispose of this License or its right, title, interest therein without the prior written consent of the Village of Tuxedo Park.
- 14.3 The parties have jointly participated in the negotiation and drafting of this Agreement, and in the event of ambiguity or interpretation, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision.
- 14.4 This License Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This License Agreement supersedes all prior agreements between the parties. This License Agreement may only be amended by a writing executed by both parties.

14.5 The individuals signing below declare that they each have the proper authority to do so.

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IN WITNESS WHEREOF, the parties have hereunto set their hands, and such of them as are the corporation have caused these presents to be signed by their duly authorized officers.

Licensor: Village of Tuxedo Park

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Licensee: E-J Electric T&D, LLC Energy Group, LLC

BY: Sebastian Trouats

Print Name: Sebastian Trouats

Title: Operations Manager

Licensor Notary

STATE OF NEW YORK)

: SS:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared \_\_\_\_\_ known to me or proved to me on

the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**Licensee Notary**

STATE OF NEW YORK)

: SS:

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared \_\_\_\_\_ known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individuals, acted, executed the instrument.

Commented [ML1]: Date change

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NOTARY PUBLIC