

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** made by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine, and located at P.O. Box 3553, 225 Douglass Street, Portland, Maine 04104-3553 (hereinafter the "**DISTRICT**") and **MAINE PORT AUTHORITY**, a body both corporate and politic with a mailing address of 460 Commercial Street, Portland, ME 04101 (hereinafter the "**OWNER**").

**WHEREAS**, **OWNER** owns certain real property located at West Commercial Street, Portland ME; and

**WHEREAS**, the **DISTRICT** is repairing and replacing a section of the existing combined sewer storm water overflow pipe (CSO) located on the parcel as shown on the attached Exhibit A map ("Work"); and

**WHEREAS**, in order to perform the Work, the **DISTRICT** and its agents must work with people and machines within the bounds of the Property owned by the **OWNER** to perform the Work ; and

**NOW, THEREFORE**, in consideration of the foregoing and the covenants herein contained, the **OWNER** hereby grants to **DISTRICT** the following rights in and to the Property:

1. A license to enter in, over and under the Property at reasonable times for the purposes and on the terms and conditions set forth herein;
  - a. Purpose. The purpose shall be a right of access by people and machinery for the purpose of performing the Work.
    - i. The **DISTRICT** and its contractor shall be allowed to enter the Property to perform the above-described work for a period beginning on the date of this Agreement and ending no later than November 30, 2020.
    - ii. The **OWNER** reserves all other rights not inconsistent or incompatible with the rights granted herein to the **DISTRICT**.
    - iii. The **DISTRICT** acquires no other rights in and to the Property.
  - b. The **DISTRICT** will obtain any and all necessary Federal, State or Local permits required in connection with the repairs and modifications being conducted.
2. The Work shall be done by the **DISTRICT** at its sole cost and expense in such manner as will not unreasonably interfere with use of the Property. Upon completion of the Work, all disturbed areas shall be restored to the condition that existed prior to the entry by **DISTRICT** and its contractor, which restoration shall be at the sole cost and expense of the **DISTRICT**.
3. The **DISTRICT** shall require any contractors or subcontractors performing work for **DISTRICT** under the terms of this License to obtain general liability insurance with a

minimum amount of \$1,000,000 coverage. This License Agreement is a written contract requiring the Maine Port Authority to be "named as Additional Insured with respect to General Liability" as referenced in a Certificate of Liability Insurance (form ACORD 25 (2016/03)) issued by Acord insurance and dated October 27, 2020 (the "Certificate"), which Certificate is attached as Exhibit B. The **DISTRICT** represents and warrants that the primary named insured on the Certificate, Gorham Sand & Gravel Inc., is the contractor who will perform work on the **DISTRICT**'s behalf under this License Agreement.

4. The **DISTRICT** shall indemnify and hold harmless the **OWNER** from any and all claims that arise for the performance of Work under this License Agreement, provided that nothing in this License Agreement is intended to waive the immunities, limits of liabilities, and defenses provided to the **DISTRICT** by any law, including but not limited to the Maine Tort Claims Act, 14 M.R.S. § 8101 *et seq.*
5. This License shall expire upon the completion of the restoration and repair of the Property or November 30, 2020, whichever occurs first.
6. This instrument is a License and no provision hereof shall be construed as conveying an easement or any other estate in land.
7. This document may be signed in counterparts, with all counterparts together constituting a single original. This document may be signed and/or saved electronically, with such electronic signatures and records being given the same effect as a paper document signed in ink.

**IN WITNESS WHEREOF**, the **DISTRICT** and **OWNER** have set their hands and seals on this  
28 day of October, 2020.

**PORLAND WATER DISTRICT**

*Donna Katsiaficas*

Witness

*CM Lewis*

By: Carrie M. Lewis  
Its: General Manager

*JM* *W*

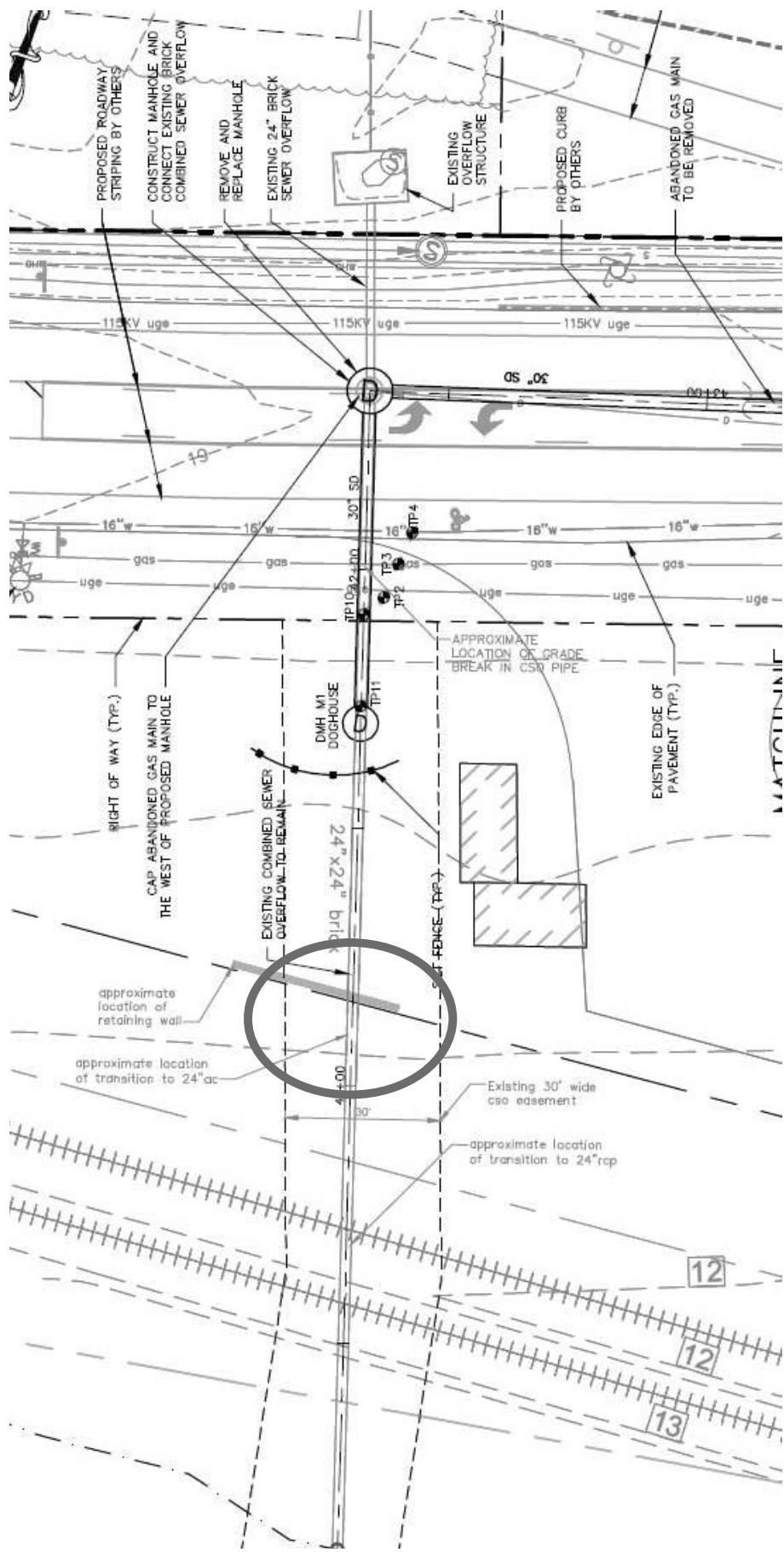
Witness

**MAINE PORT AUTHORITY**

*Jon Nass*

By: Jon Nass  
Its: Chief Executive Officer

# Ex. A





# CERTIFICATE OF LIABILITY INSURANCE

Ex. B

DATE (MM/DD/YYYY)  
10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Rebecca Chasse
Cross Insurance-Portland 2331 Congress Street  Portland ME 04102		PHONE (A/C, No, Ext): (207) 780-1677 FAX (A/C, No): (207) 780-6377
		E-MAIL ADDRESS: rchasse@crossagency.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: American Fire & Casualty NAIC # 24066
INSURED  Gorham Sand & Gravel Inc. 939 Parker Farm Rd.  Buxton ME 04093		INSURER B: Ohio Casualty Insurance Company 24074
		INSURER C: Maine Employers Mutual Ins Co 11149
		INSURER D: Ironshore Specialty Ins Co 25445
		INSURER E:
		INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
		20/21 Master				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	BKA56799781	10/01/2020 10/01/2021	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
	MED EXP (Any one person) \$ 15,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GENERAL AGGREGATE \$ 3,000,000						
PRODUCTS - COMP/OP AGG \$ 3,000,000						
Cyber Liability \$ 1,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAA58791827	10/01/2020 10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	Uninsured Motorist \$ 1,000,000					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB  <input type="checkbox"/> EXCESS LIAB  <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO56799781	10/01/2020 10/01/2021	EACH OCCURRENCE \$ 10,000,000	
	AGGREGATE \$ 10,000,000					
	\$					
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N  Y	N / A	1810100484	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
D	Contractors Pollution		003810001	10/01/2020 10/01/2022	Each Occurrence Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Portland and Maine Port Authority are named as Additional Insured with respect to General Liability when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Portland 389 Congress Street  Portland ME 04101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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