

**License Agreement**

This License Agreement (“Agreement”) is between **Suffolk County Community College (“College”)**, a chartered Community College under the sponsorship of the **County of Suffolk (“County”)**, having its principal office at 533 College Road, Selden, New York 11784, and the

**Suffolk County Water Authority (“SCWA” or “Licensee”)**, a public benefit corporation organized under the laws of the State of New York and registered to do business in the State of New York, having its principal place of business at 4060 Sunrise Highway, Oakdale, New York 11769; and

**Nextel of New York, Inc. (“Nextel”)**, a Delaware corporation, d/b/a Nextel Communications, having its offices at One North Broadway, 11<sup>th</sup> Floor, White Plains, NY 10601.

The parties hereto agree to allow the SCWA a revocable, non-exclusive license to use and occupy a certain portion of land located on the College’s Ammerman Campus in Selden, New York.

**Term of Agreement:** April 1, 2006 through March 30, 2026 with four (4) option periods of five (5) years each, subject to mutual agreement of the parties, unless terminated pursuant to the terms of this License Agreement.

**Revenue to College:** \$25,000.00 from SCWA and \$45,000.00 from Nextel and other consideration as set forth in Exhibit B, entitled “Consideration.”

**Terms and Conditions:** Shall be as set forth in Exhibits A through F, attached hereto and made a part hereof.

**In Witness Whereof**, the parties hereto have executed this License Agreement as of the latest date written below.

**Suffolk County Water Authority**

**Suffolk County Community College**

By:   
Stephen M. Jones  
Chief Executive Officer

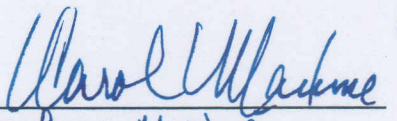
By:   
Dr. Shirley J. Pippins  
President

Date: 4-12-06  
Fed. Tax ID 11-6002552

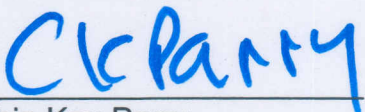
Date: 4/28/06

**Suffolk County Water Authority**

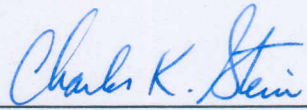
**Nextel of New York, Inc.**

By:   
Name: Carol Maxime  
Title: Property Manager, Northeast Region  
Date: 4/20/06  
Fed. Tax ID 22-3130302

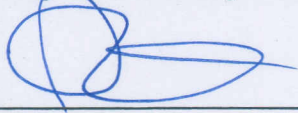
**Approved as to Legality:**  
**Christine Malafi**  
**Suffolk County Attorney**

By:   
Cynthia Kay Parry  
Assistant County Attorney  
Date: 5/8/06

**Recommended:**  
**Suffolk County Community College**

By:   
Charles K. Stein  
Vice President for Business and  
Financial Affairs  
Date: 4/21/06

**Suffolk County Community College**

By:   
Ilene S. Kreitzer  
Executive Director of Legal Affairs  
Date: 4/21/06

**List of Exhibits**

**Exhibit A**

**General Terms and Conditions**

1. Nature of License
2. Inconsistent Provisions
3. Term and Termination
4. Notices Relating to Accidents or Damage
5. Indemnification
6. Insurance
7. No Default
8. Independent Contractor
9. Assignment/Subcontracting
10. Compliance with Federal, State and Local Laws
11. Installation and Maintenance of Equipment
12. Right of Inspection
13. Cost of Installation, Maintenance and Repair
14. Severability
15. Entire Agreement
16. No Oral Changes
17. Governing Law
18. No Implied Waiver
19. Additional Remedy
20. Dispute Resolution
21. License Not a Lease
22. No Intended Third Party Beneficiaries

**Exhibit B**

**Consideration**

**Exhibit C**

**Board of Trustees Resolution No. 2004.33**

**Exhibit D**

**Description of Licensed Premises**

**Exhibit E**

**Notices and Contact Persons**

**Final Rev. 3/31/06; Law No. 46-CC-001**  
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**Exhibit F**  
**Suffolk County Legislative Requirements**

1. Gratuities
2. Living Wage Law
3. Child Sexual Abuse Reporting Policy
4. Contractor's/Vendor's Public Disclosure Statement
5. Prohibition Against Contracting with Corporations that Reincorporate Overseas
6. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003
7. Non Responsible Bidder
8. Suffolk County Local Laws Website Address

**Exhibit A  
General Terms and Conditions**

**Whereas**, by a deed dated September 19, 1967 (L 6235, P 70) the Suffolk County Water Authority ("SCWA") purchased two parcels of real property from the County of Suffolk, together with an easement for ingress and egress to the parcel which does not front on a public road; and

**Whereas**, the parcels are located within the present Selden Campus of the Suffolk County Community College ("College"); and

**Whereas**, the SCWA developed a public water supply wellfield on one parcel and a water storage facility on the parcel which does not front on a public road and installed water mains within the ingress and egress easement area; and

**Whereas**, the SCWA and the College wish to provide SCWA with a license to permit the installation of certain infrastructure between the water storage facility and College Road and within the easement area; and

**Whereas**, the College and the SCWA desire to allow Nextel to install underground facilities between the SCWA water storage facility and College Road (Mooney Pond Road); and

**Whereas**, this Agreement shall not preclude the College's ability to contract in the future with other wireless providers or communication vendors; and

**Whereas**, the SCWA and Nextel have offered consideration for granting this license as set forth in this Agreement;

**Now, therefore**, in consideration of the promises and mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

**1. Nature of License**

- a.** The College, as owner, does hereby agree to allow the Licensee a revocable non-exclusive license to use and occupy a certain portion of land located in the Town of Brookhaven, County of Suffolk, State of New York (licensed area or premises), as further described in Exhibit D, entitled "Description of Licensed Premises."
- b.** The License is granted to the Licensee for the following uses: Installation, operation, maintenance and repair of underground facilities including, but not limited to, water mains and appurtenances, electric and telephone lines and ancillary equipment and the right of vehicular and pedestrian access, ingress and egress over the premises.
- c.** The Licensee acknowledges and understands that the premises consist of a portion of property devoted to College purposes and that the use to which the Licensee devotes to the licensed premises shall in no way unreasonably limit or interfere with the College's reasonable use and enjoyment of the licensed premises, except temporarily

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and limited only to those periods of time necessary for installation, maintenance and repair of the facilities to be located below ground.

- d. The College covenants that the Licensee, on execution of this Agreement and performing the covenants, terms and conditions set forth herein, shall and may peaceably and quietly have, hold and enjoy the subsurface portion of the premises for the period that this Agreement remains in effect.
- e. This License is not intended to nor shall it be construed to be coupled with an interest in real property.

**2. Inconsistent Provisions**

The provisions of this Exhibit A and Exhibit F shall prevail over inconsistent provisions of any other Exhibit and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that such provisions of this Exhibit A and Exhibit F are specifically referred to and amended or superseded by such Exhibit or Amendment.

**3. Term and Termination**

**a. Term**

This Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

**b. Option Periods**

At the termination of the initial twenty (20) year term, this Agreement may be renewed, subject to mutual agreement of the parties, for an additional five (5) year term and thereafter for three (3) subsequent terms of five (5) years each, unless at least eighteen (18) months prior to the expiration date of this Agreement or of any such renewal period, written notice is given by a party to the other parties requesting termination of this Agreement.

Such written notice shall be sent as set forth in Exhibit D, entitled "Notices and Contact Persons," and upon the giving of such notice, this Agreement, and all the terms, provisions and conditions thereof shall cease and determine upon the expiration date of this Agreement or of such renewal period.

**b. Termination for Cause**

In the event the Licensee violates any of the terms and conditions of this Agreement, the College may terminate the Agreement, provided that no such termination shall be effective unless:

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- i. the Licensee is given thirty (30) calendar days' written notice of intent to terminate (Notice of Intent to Terminate); and
- ii. an opportunity for consultation with the College prior to termination; and
- iii. an opportunity to cure any violation of the terms and conditions of the Agreement.
- iv. In the event that the Licensee has not cured, or commenced to cure, to the satisfaction of the College within such thirty-day period (or longer period at the College's option), then the College may issue a written termination notice (Termination Notice).

It is expressly understood and agreed that the Licensee shall be deemed to have violated the terms and conditions of this Agreement if it should do any of the following:

- i. abandon the premises;
- ii. sell, assign, or mortgage this License in a manner other than permitted in this Agreement;
- iii. default in the performance of any part of the terms, covenants, agreement and special conditions set forth in this Agreement;
- iv. after notice by the College, fail to comply with any federal, state or local laws, ordinance, rule or regulation applicable to said premises, or fail to cure a breach as provided in this Agreement;
- v. restrict the College's access to and over the premises, except to the minimum extent necessary when effectuating installation, maintenance, and/or repair of the water mains and appurtenances, electric and telephone lines and ancillary equipment for which this Agreement is being procured; and
- vi. unreasonably interfere with the public use and enjoyment of the licensed area, or unreasonably interfere with the College's purposes as may be determined by the College

The enumeration of the above violations does not limit the College's ability to claim that the Licensee violated other terms and conditions of the License that were not specifically enumerated.

**c. Termination for Convenience**

The College reserves the right to terminate this License upon ninety (90) days' written notice that the College deems the premises necessary for its purposes and the continued use of the premises by the Licensee is inconsistent, incompatible, or interferes with the College's intended use or need for the premises. Prior to any termination pursuant to this paragraph, the College shall provide the Licensee an alternative license for the Licensee to continue operation of the water mains and appurtenances, electrical and telephone lines and ancillary equipment. The cost of relocating the improvements permitted hereunder to the areas designated by the alternative license shall be borne equally by the College and the Licensee.

**4. Notices Relating to Accidents or Damage**

The Licensee shall promptly notify the College of all accidents or damage to persons or property that arise out of or in connection with the work contemplated by this Agreement. Copies of all accident reports or other documents generated or filed by or with the Licensee shall be furnished to the College within ten (10) days of the event being reported to the contact persons set forth in Exhibit E, entitled "Notices and Contact Persons."

**5. Indemnification**

**a. SCWA's Indemnification of the College**

The Licensee shall indemnify and hold harmless the College, its officers, employees and agents from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of this agreement or out of the acts or omissions or negligence or willful misconduct of the Licensee, its agents, employees, or subcontractors, in connection with the construction and activities described or referred to in the Agreement, except if such injuries to persons or damage to property are due to the negligence of the College, its employees, agents or subcontractors. Further, it is expressly understood that such indemnity of the College shall not be limited by reason of enumeration of any insurance coverage herein provided.

**b. Nextel's Indemnification of the College**

Nextel shall indemnify and hold harmless the College, its officers, employees and agents from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of this agreement or out of the acts or omissions or negligence or willful misconduct of Nextel, its agents, employees, or subcontractors, in connection with the construction and activities described or referred to in the Agreement,



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except if such injuries to persons or damage to property are due to the negligence of the College, its employees, agents or subcontractors. Further, it is expressly understood that such indemnity of the College shall not be limited by reason of enumeration of any insurance coverage herein provided.

**6. Insurance**

- a. The Licensee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, and applicable Amendments, insurance in reasonable amounts and types specified by the College. The Licensee agrees to require that all of its subcontractors, in connection with work performed by the Licensee related to this Agreement, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for the Licensee. Unless otherwise specified by the College and agreed to by the Licensee, in writing, such insurance will be as follows:
  - i. **Commercial General Liability insurance**, including contractual liability insurance, in an amount not less than Seven Hundred and Fifty Thousand Dollars (\$750,000.00) per each occurrence/Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage. Excess liability in the amount of Two Million Dollars (\$2,000,000.00).
  - ii. **Automobile Liability insurance** (if any vehicles are used in the performance of this Agreement) in an amount not less than Seven Hundred and Fifty Thousand Dollars (\$750,000.00) for bodily injury and property damage.
  - iii. **Workers' Compensation and Employer's Liability insurance** in compliance with all applicable New York State laws and regulations
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Licensee shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Licensee shall furnish a Declaration Page and endorsement page evidencing the College and County's status as additional insureds on the policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide that Licensee or its insurance company shall endeavor to notify the College and the County of Suffolk in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the College at its address set forth

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in the paragraph 6, entitled "Contact Persons" or at such other address of which the College or County shall have given the Licensee notice in writing.

- e. SCWA retains the right to self-insure all or part of its required coverage and limits. In the event SCWA decides to exercise this option, it will provide the College with a letter stating that it is exercising this option.
- f. The risk of loss, damage or destruction from any peril to the Equipment or other personal property of the Licensee shall be borne by the Licensee. The Licensee agrees that the County, its officers, employees, agents and independent contractors shall not be liable for the loss of the use thereof, except negligence.

**7. No Default**

The Licensee warrants that it is not in arrears to the County or the College upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County or the College.

**8. Independent Contractor**

It is expressly agreed that the Licensee's status hereunder is that of an independent contractor. Neither the Licensee nor any person hired by it shall be considered employees of the College or the County for any purpose.

**9. Assignment/Subcontracting**

The Licensee covenants that it shall not occupy or allow the premises to be occupied for any illegal purpose. The Licensee further covenants that it shall not assign, mortgage or pledge this Agreement except that, with the College's consent, the Licensee shall have the authority to assign this Agreement to a legal successor, a statutorily designated assignee, or a subsidiary of, or a corporation or entity under the same control as the Licensee. In such event, the Licensee shall give written notice of its request for consent to such assignment, which consent shall not be unreasonably withheld by the College.

All rights, benefits and licenses granted, created or reserved herein, and all inspections, undertakings and obligations imposed herein, shall inure to the benefit of, extend to, and be binding upon, the parties, their respective successors and assigns.

**10. Compliance with Federal, State and Local Laws**

The Licensee shall, at its sole cost and expense, comply with all federal, state and local laws, ordinances, rules and regulations, and in the event the Licensee shall fail to so comply, the College shall have the right, although not the obligation, to enter the premises and take whatever steps may be necessary to effectuate compliance. Any reasonable cost or expense

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incurred by the College to effectuate such compliance shall be reimbursed by the Licensee within thirty (30) days after the Licensee has been billed by the College.

**11. Installation and Maintenance of Equipment**

Work shall be performed in a safe and workmanlike manner, in accordance with sound construction procedures and any mitigative measures identified as a result of environmental review. Any disturbances to the premises shall be restored by the Licensee to a condition substantially similar to their original state after completion of installation, maintenance or repair at its sole cost and expense, and in a manner satisfactory to the College. Excavation shall be done in a safe and orderly fashion in accordance with OSHA and New York State Department of Labor requirements to insure safety. During on-site operations, traffic control shall include but not be limited to, traffic cones and caution tape. All excavations left open overnight shall be secured with temporary fencing and lighted barricades as necessary and required by law.

**12. Right of Inspection**

The College shall have the right to enter the premises at all hours for the purpose of making an inspection to determine that the Licensee is in compliance with the terms of this Agreement. Prior to entering the premises to install, maintain or repair the water mains and appurtenances, electric and telephone lines and ancillary equipment, unless an emergency conditions exists, the Licensee shall notify the College of its intention to do so and shall obtain the College's consent to do so, which consent shall not be unreasonably withheld. The College shall have the right, but not the obligation, to have employees or agents present for the purpose of ensuring that work is being performed in a manner that minimizes risk or danger to the public and undertaken to minimize impact or disturbance to the premises and to ensure that the premises are restored if in any way disturbed by the activities of the Licensee.

**13. Cost of Installation, Maintenance and Repair**

The Licensee shall be solely responsible for making and paying the costs resulting from the installation, maintenance and repair of the water mains and appurtenances, electric and telephone lines, and ancillary equipment, including but not limited to site and surface restorations. All restorations to the premises shall be completed in a manner satisfactory to the College.

In the event the premises or any part thereof shall be damaged or destroyed or made unusable by any cause whatsoever attributable to the Licensee, the Licensee, not the College, shall be required or obligated to repair or restore the premises.

**14. Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or

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circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**15. Entire Agreement**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

**16. No Oral Changes**

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

**17. Governing Law**

This Agreement shall be governed by and construed in accordance the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

**18. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

**19. Additional Remedy**

In addition to any other remedies that the College may have, the College may apply for and obtain an injunction to enforce the College's rights.

**20. Dispute Resolution**

- a. In the event of any dispute, controversy or claim with respect to the interpretation of any provision of this Agreement or the performance of either party, the objection shall be referred to the College Project Manager and Licensee's Project Manager.
- b. In the event the dispute, controversy or claim is not resolved, within fifteen (15) calendar days, between the College Project Manager and Licensee's Project Manager, then and in that event, upon the written request of either party, the dispute, controversy or claim shall be referred to the College's Office of Legal Affairs and Licensee's Contract Administrator.
- c. In the event the dispute, controversy or claim is not resolved, within fifteen (15) calendar days, between the Office of Legal Affairs and Licensee's Contract

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Administrator, then, upon the written request of either party, the parties will each appoint a representative (Representative) who has authority to bind the party being represented and does not devote a material part of his or her time to performance under this Agreement. The Representatives will meet for the purpose of attempting to resolve the dispute. The Representatives will negotiate in good faith to resolve the dispute without resort to formal proceedings. During the course of such negotiation, the parties will comply with all reasonable requests for access to relevant information. Formal proceedings may not be commenced until either the earlier of:

- i. The Representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
- ii. Sixty (60) days after the initial written request of a party to negotiate such dispute; provided, however, that this provision shall not be construed to prevent a party from filing a formal proceeding earlier to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors. Both parties shall continue to perform their respective obligations hereunder during the negotiations referred to in this paragraph.

**21. License, Not a Lease**

It is expressly understood and agreed that this Agreement, except as otherwise noted herein, is a non-exclusive license for the purposes specified herein and is NOT a lease, that NO interest in real or personal property is leased to the Licensee, and that the Licensee's right to exercise the license hereby granted may be terminated by the College at any time upon written notice to the Licensee subject to the provisions set forth in this Agreement. This license shall NOT be deemed to be a license coupled with an interest. It is understood and agreed by and between the parties that this Agreement grants to the Licensee a limited use of the premises as contained in this Agreement and for no other purposes. The College specifically reserves to itself the use of the property for the general public, subject to the provisions of this Agreement.

**22. No Intended Third Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, Nextel and the Licensee. No other party shall be deemed a beneficiary of this Agreement, and no other party shall have the right to make any claim or assert any right under this Agreement.

**End of Text for Exhibit A**

**Exhibit B  
Consideration**

**1. Consideration from the Licensee**

The SCWA shall pay the College a single payment in the amount of Twenty-Five Thousand Dollars (\$25,000.00). Such payment shall be made payable to "Suffolk County Community College" and shall be sent to the following address within thirty (30) days of the execution of this Agreement:

Suffolk County Community College  
Office of Business and Financial Services  
533 College Road, NFL232  
Selden, New York 11784

**2. Consideration from Nextel**

Nextel shall provide the College with the following consideration:

- a. Nextel shall pay the College a single payment in the amount of Forty-Five Thousand Dollars (\$45,000.00). Such payment shall be made payable to "Suffolk County Community College" and shall be sent to the following address within thirty (30) days of the execution of this Agreement:

Suffolk County Community College  
Office of Business and Financial Services  
533 College Road, NFL232  
Selden, New York 11784

- b. Nextel shall provide the College with twenty (20) i730 Motorola iden units, which shall be delivered to the College within thirty (30) days of the execution of this Agreement.

**3. Option Periods**

Consideration shall be as agreed to by the parties at the time of exercise of an individual option period and shall be documented in the form of an amendment to this Agreement.

**End of Text of Exhibit B**

**Exhibit C  
Board of Trustees Resolution No. 2004.33**

**[Following Page]**



Office of the President

BOARD OF TRUSTEES MEETING

April 15, 2004

**RESOLUTION NO. 2004.33 AUTHORIZING A LICENSE AGREEMENT**

WHEREAS, Suffolk County Community College has been approached by Nextel and the Suffolk County Water Authority (SCWA) on the matter of granting a license agreement for the purpose of allowing Nextel to install underground electric cable from the existing SCWA elevated water storage tank to College Road ( Mooney Pond Road), and

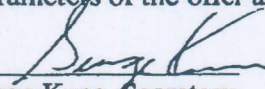
WHEREAS, the SCWA currently operates the tank site and the College Road pump station on two parcels which were part of a conveyance of title from Suffolk County to SCWA dated September 19, 1967 ( L 6235, P 70 ), and

WHEREAS, this agreement will not preclude the College's ability to contract in the future with other wireless providers or communications vendors, and

WHEREAS, Nextel and SCWA have offered consideration for granting this license as outlined in Appendix A, be it therefore

RESOLVED, that the Board of Trustees approves the development of a non-exclusive license agreement for the purpose stated, and be it further

RESOLVED, that the College President or her designee is authorized to negotiate the consideration to be received within the general parameters of the offer and to execute the license agreement.

  
 George Kane, Secretary  
 Board of Trustees

Norman F. Lehtrecker Building  
 533 College Road, Selden, New York 11784-2899  
 (631) 451-4112



**Exhibit D  
Description of Licensed Premises**

**PARCEL I**

**COLLEGE ROAD TANK SITE LICENSE AREA**

ALL that certain plot, piece or parcel of land, situate, lying and being at Farmingville, in the Town of Brookhaven, County of Suffolk and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of College Road, also known as Mooney Pond Road, which said point is distant 225.97 feet southwesterly, when measured along the northerly side of College Road, from the intersection of College Road and the westerly side of High View Drive, as shown of the "Map of Natures Gardens" Section 6 filed 10-27-31 as Map No. 650.

Running thence from said point of beginning, South 52° 36' 10" West 13.63 feet along the northerly side of College Road;

thence North 05° 24' 41" East 25.48 feet;

thence North 22° 12' 28" East 73.48 feet;

thence North 30° 44' 05" East 66.96 feet;

thence North 50° 12' 31" East 102.96 feet;

thence North 41° 02' 23" East 28.79 feet;

thence North 21° 35' 43" East 35.56 feet;

thence North 05° 24' 41" East 583.38 feet;

thence North 84° 45' 40" West 377.76 feet;

thence South 73° 15' 42" West 36.55 feet to the land of the Suffolk County Water Authority;

thence North 05° 24' 41" East 16.20 feet along the easterly line of said land of the Suffolk County Water Authority to the northeast corner of same;

thence North 73° 15' 42" East 20.00 feet;

thence South 84° 45' 40" East 408.09 feet;

thence South 05° 24' 41" West 162.52 feet;

thence South 50° 24' 41" West 7.07 feet;

thence South 05° 24' 41" West 427.32 feet;

thence South 21° 35' 43" West 39.70 feet;

thence South 41° 02' 23" West 31.31 feet;

thence South 50° 12' 31" West 102.04 feet;

thence South 30° 44' 05" West 64.50 feet;

thence South 22° 12' 28" West 71.26 feet;

thence South 05° 24' 41" West 14.74 feet to the place or point of BEGINNING.

**Parcel II**

**COLLEGE ROAD  
WATER MAIN LICENSE AREA**

ALL that certain plot, piece or parcel of land, situate, lying and being at Farmingville, in the Town of Brookhaven, County of Suffolk and State of New York, more particularly bounded and described as follows:

BEGINNING at a point at the northeasterly corner of the premises herein described, said point also being at the southeasterly corner of the land of the Suffolk County Water Authority as described in a deed dated September 19, 1967 in Liber 6235 page 71 and also being on the westerly line of the "Map of Natures Gardens Section Six" filed in the Suffolk County Clerk's Office as Map No. 650 on October 27, 1931.

Running thence from said point of beginning along the westerly line of the aforementioned "Map of Natures Gardens Section Six" South 05° - 24' - 41" West 353.77 feet;  
thence South 12° - 28' - 35" West 395.27 feet;  
thence South 12° - 08' - 35" West 200.45 feet to the northwesterly side of College Road, also known as Mooney Pond Road;  
thence South 48° - 54' - 33" West 33.41 feet along the northwesterly side of the aforementioned College Road;  
thence North 12° - 08' - 35" East 227.27 feet;  
thence North 12° - 28' - 35" East 394.09 feet;  
thence North 00° - 59' - 30" West 264.18 feet;  
thence South 84° - 35' - 19" East 29.46 feet;  
thence North 05° - 24' - 41" East 89.94 feet to the southerly line of the land of the Suffolk County Water Authority, as previously described;  
thence South 84° - 45' - 40" East 20.00 feet along the aforementioned southerly line of the Suffolk County Water Authority to the place or point of BEGINNING.

**End of Text of Exhibit D**

**Exhibit E  
Notices and Contact Persons**

**1. Notices Relating to Operations, Payments, Insurance, Accidents or Damage**

Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or the Licensee or Nextel or their designated representative at the following address or at such other address that may be specified in writing by the parties and must be delivered as set forth below.

The Licensee shall promptly notify the College of all accidents or damage to persons or property that arise out of or in connection with the work contemplated by this Agreement. Copies of all accident reports or other documents generated or filed by or with the Licensee shall be furnished to the College within ten (10) days of the event being reported.

**For the College:  
By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service**

Suffolk County Community College  
Office of Legal Affairs  
533 College Road  
Selden, New York 11784

and

**For SCWA:  
By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service**

Suffolk County Water Authority  
Legal Department  
4060 Sunrise Highway  
Oakdale, New York 11769

**For Nextel:  
By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service**

Nextel of New York, Inc.  
One North Broadway, 11<sup>th</sup> Floor  
White Plains, NY 10601  
Attn: Property Management

**With a copy to:**

Nextel Communications  
2001 Edmund Halley Drive  
Mail Stop A4-3  
Reston, VA 20191-3436  
Attn: Regional Legal Services

**2. Notices Relating to Indemnification or Termination**

Any communication, notice or other submission regarding indemnification or termination shall be in writing and shall be given to the College or the Licensee or Nextel or their designated representative at the following addresses, or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the College:  
By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service**

Suffolk County Community College  
Office of Legal Affairs  
533 College Road  
Selden, New York 11784

**With a copy to:**

Suffolk County Department of Law  
Attn. County Attorney  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-6100

and

**For SCWA:  
By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service**

Suffolk County Water Authority  
Legal Department  
4060 Sunrise Highway  
Oakdale, New York 11769

**For Nextel:  
By Registered or Certified Mail in Postpaid Envelope or by  
Nationally Recognized Courier Service**

Nextel of New York, Inc.  
One North Broadway, 11<sup>th</sup> Floor  
White Plains, NY 10601  
Attn: Property Management

**With a copy to:**

Nextel Communications  
2001 Edmund Halley Drive  
Mail Stop A4-3  
Reston, VA 20191-3436  
Attn: Regional Legal Services

**3. Notices Relating to Litigation**

- i. Any notice by any party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.
- ii. In the event the Licensee receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Licensee shall immediately forward to the County Attorney, at the addresses set forth in paragraph 2 above, copies of all papers filed by or against the Licensee. Notices shall be as provided in paragraph 2 above.

**4. Confirmation and Revisions**

Each party is responsible to give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s) required in paragraphs 1, 2 and 3 above.

**End of Text for Exhibit E**

**Exhibit F  
Suffolk County Legislative Requirements**

**1. Gratuities**

The Licensee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

**2. Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**3. Child Sexual Abuse Reporting Policy**

The Licensee agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy

**4. Contractor's/Vendor's Public Disclosure Statement**

The Licensee represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Licensee acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**5. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Licensee represents that it is in compliance with Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**6. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

The Licensee represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 466 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Licensee shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Licensee for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Licensee services are performed on County property the Licensee must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If the Licensee services are for the provision of human services and such services are not to be performed on County property, the Licensee must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**7. Non Responsible Bidder**

The Licensee represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§143-5 through 143-9. Upon signing this Agreement the Licensee certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of

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License Agreement  
Suffolk County Water Authority**

guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**8. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links".

**End of Text for Exhibit F**