

CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

and

THE SUFFOLK COUNTY WATER AUTHORITY

AGREEMENT made this 9th day of February, 1994, by and between THE SUFFOLK COUNTY WATER AUTHORITY, a public benefit corporation having its principal office and place of business at 4060 Sunrise Highway, Oakdale, New York 11769 (hereinafter "SCWA") and THE CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION, an agency of the State of New York, having its principal office and place of business at P.O. Box 587, 3525 Sunrise Highway, Second Floor, Great River, New York 11739 (hereinafter the "PINE BARRENS COMMISSION").

W I T N E S S E T H :

WHEREAS the SCWA has entered into Project Agreement Number C933220 with the New York State Department of State (hereinafter the "Agreement"), a copy of which is annexed hereto as Exhibit A; and

WHEREAS the purpose of this Agreement is to administer a five hundred thousand (\$500,000) dollar grant to the SCWA which will advance a specific project of the PINE BARRENS COMMISSION, as more fully described in Exhibit A hereto; and

WHEREAS the SCWA wishes to assist the PINE BARRENS COMMISSION in furtherance of the project by paying directly to third parties, on behalf of the PINE BARRENS COMMISSION, and by reimbursing the SCWA for those project costs which are set forth in Exhibit A hereto.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. The parties hereto understand that, pursuant to the Agreement referenced above, SCWA is expected to receive from the State of New York (the "State") the sum of \$500,000 to cover certain costs of a PINE BARRENS COMMISSION project as more fully described in Exhibit A hereto.

2. SCWA agrees to pay to third parties those project costs set forth in Exhibit A in the manner set forth herein. For purposes of this agreement the term "third parties" shall include the SCWA.

3. Requests for payment from the PINE BARRENS COMMISSION shall be made to the SCWA by the Executive Director of the PINE BARRENS COMMISSION.

4. The maximum amounts to be paid to third parties by the SCWA for specific project costs are as follows:

- a. Reimbursement to the SCWA for personal services, associated fringe benefits, supplies, postage, printing and telephone \$150,000
- b. Specialized Consultants \$100,000
- c. Regional Plan Associates, Inc. . . \$ 90,000
- d. General Counsel (McMillan, Rather, Bennett & Rigano, P.C.) \$ 90,000
- e. The Nature Conservancy \$ 40,000
- f. Suffolk County Planning Department \$ 30,000

5. Invoices from third parties shall be addressed and submitted to the SCWA. The SCWA shall make payment to the third parties as approved and directed by the Executive Director of the PINE BARRENS COMMISSION.

6. INITIAL PAYMENT. The parties hereto further understand that the State is expected to make an initial payment to the SCWA pursuant to the Agreement of \$125,000, representing 25% of the total grant of \$500,000. The SCWA shall utilize this sum to pay third parties for initial project costs as directed by the Executive Director of the PINE BARRENS COMMISSION.

7. SUBSEQUENT PAYMENTS. After the initial payment, the Executive Director of the PINE BARRENS COMMISSION shall approve and direct additional payment by the SCWA for specific contractual services and costs not to exceed those specified in Exhibit A hereto.

a. After approval of payment by the Executive Director of the Pine Barrens Commission, the SCWA shall submit the appropriate documentation to the State as required by the Agreement.

b. In accordance with the Agreement, the State shall make payment to the SCWA. The SCWA shall make payment to the third parties.

8. The SCWA, upon receipt of funds from the State, shall, within ten (10) business days of such receipt, pay the amount approved by the Executive Director to the appropriate

third party. Payment shall be made in the form of a check from SCWA payable to the third party.

9. In the event a particular contractual service or cost exceeds the amount set forth in said Exhibit A, approval for the payment of such excess amount shall be separately approved by the PINE BARRENS COMMISSION and executed by its Chairman.

10. SCWA shall be entitled to an administrative fee of one percent (1%) of the total grant of \$500,000. Such amount will be payable from the five hundred thousand (\$500,000) grant received by SCWA.

IN WITNESS WHEREOF, the SCWA has caused this agreement to be signed by a member duly authorized and its corporate seal to be affixed, and the PINE BARRENS COMMISSION has caused this agreement to be signed by its Chairman, duly authorized, on the day and year first above written.

SUFFOLK COUNTY WATER AUTHORITY

By: Michael Shott

THE CENTRAL PINE BARRENS JOINT
PLANNING AND POLICY COMMISSION

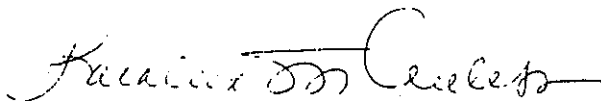
By: Robert Gaffney
Robert Gaffney
Chairman

STATE OF NEW YORK

SS.:

COUNTY OF SUFFOLK

On the 22nd day of February, 1994, before me personally came Michael A. LoGrande, to me known, who did depose and say that he is the Chairman of the Suffolk County Water Authority, the corporation described in and who executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



Notary Public

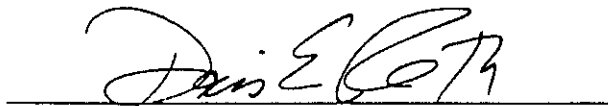
KATHLEEN M. AULETA
NOTARY PUBLIC, State of New York
No. 4927307
Qualified in Suffolk County
Commission Expires April 11, 1994

STATE OF NEW YORK

SS.:

COUNTY OF *Suffolk*

On the 23 day of February, 1994, before me personally came Robert Gaffney, to me known, who did depose and say that he is the Chairman of the Central Pine Barrens Joint Planning and Policy Commission, the agency described in and who executed the foregoing instrument and that he signed his name thereto by order of said agency.



Notary Public

DORIS E. ROTH
Notary Public, State of New York
No. 4882579
Qualified in Suffolk County
Commission Expires December 22, 1994