

CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

and

THE SUFFOLK COUNTY WATER AUTHORITY

AGREEMENT made this 2nd day of <sup>December</sup>~~October~~, 1996, 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, a public entity, 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 entered into an Agreement with the PINE BARRENS COMMISSION, dated February 9, 1994, to administer certain funds on behalf of the PINE BARRENS COMMISSION in furtherance of the PINE BARRENS COMMISSION'S efforts under Article 57 of the N.Y. Env'tl. Conserv. Law; and

WHEREAS, the February 9, 1994 Agreement was extended by Agreement dated April 15, 1996; and

WHEREAS, the parties hereto wish to further extend the above mentioned Agreements as more specifically set forth herein; and

WHEREAS, the PINE BARRENS COMMISSION has adopted a Draft Budget for 1996-97 Fiscal Year administrative funds for purposes of monitoring its administrative costs and expenses, annexed hereto as Exhibit A; and

WHEREAS, the New York State Legislature has allocated the sum of \$600,000 to the PINE BARRENS COMMISSION for its 1996/97 fiscal year; and

WHEREAS, the SCWA wishes to continue to assist the PINE BARRENS COMMISSION by making certain payments on behalf of the PINE BARRENS COMMISSION, consistent with the Draft Budget contained in Exhibit A, and subject to reimbursement by the PINE BARRENS COMMISSION.

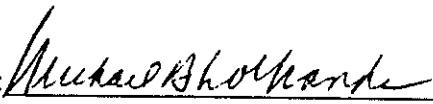
NOW THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. The SCWA will pay to SCWA, on behalf of the PINE BARRENS COMMISSION, for time spent by SCWA staff which is dedicated to PINE BARRENS COMMISSION efforts as set forth in Exhibit A;
2. The SCWA will pay, on behalf of the PINE BARRENS COMMISSION, the costs and expenses of its general counsel, McMillan, Rather, Bennett & Rigano, P.C. as set forth in Exhibit A;
3. McMillan, Rather, Bennett & Rigano, P.C. will submit monthly invoices to the Executive Director of the PINE BARRENS COMMISSION and payment of those invoices will be as approved and directed by the Executive Director of the PINE BARRENS COMMISSION.
4. The SCWA will pay, on behalf of the PBC, those vendors and operational expenses set forth in Exhibit A hereto as approved and directed by the Executive Director.

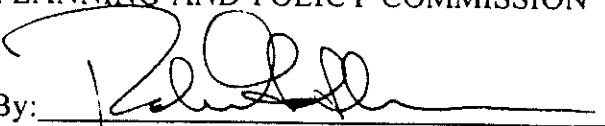
5. The PINE BARRENS COMMISSION will transfer to the SCWA at the earliest possible date all funds it receives from the State of New York for its administrative costs for fiscal year 1996/97.
6. The SCWA will be entitled to an administrative fee of one percent (1%) of the total amount paid pursuant to this Agreement.
7. All funds paid over to the SCWA by the PINE BARRENS COMMISSION pursuant to this Agreement shall be paid or transferred to third parties by the SCWA solely in accordance with the terms of this Agreement.

IN WITNESS whereof, the SCWA has caused this Agreement to be signed by a member duly authorized 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 A. LoGrande  
Chairman/Chief Executive Officer

THE CENTRAL PINE BARRENS JOINT  
PLANNING AND POLICY COMMISSION

By:   
Robert J. Gaffney  
Chairman

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SUFFOLK )

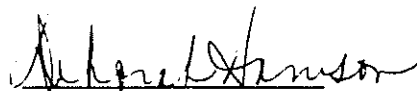
On the 21 day of <sup>December</sup> ~~October~~, 1996, before me personally came Michael A. LoGrande, to me known, who did depose and say that he is the Chairman of the Suffolk County Water Authority, the corporation described in and who executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

  
Notary Public

DONNA MARIE MANCUSO  
NOTARY PUBLIC, State of New York  
No. 01MA4988471  
Qualified in Suffolk County  
Commission Expires November 12, 1997

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SUFFOLK )

On the 12 day of <sup>December</sup> ~~October~~, 1996, before me personally came Robert J. 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 buy order of said agency.

  
Notary Public

DEBORAH HARRISON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 52-4700807, SUFFOLK COUNTY  
COMMISSION EXPIRES OCTOBER 31, 1997

**Draft Budget of 5/15/96 for 1996-97 Fiscal Year administrative funds**  
*(Approved by the Commission on 5/15/96 and subject to enactment of NYS budget)*

**Commission funding (from tentative 96-97 state budget): \$600,000**

<b>Carryover expenses into 4/1/96: approximately \$125,900</b>	Payroll (base plus benefits; 1/96-3/96)	\$57,100
	Legal counsel (carryover from overall 95-96 year)	\$39,100
	Economic consulting (first half of Dr. Nicholas' contract)	\$5,000
	All other vendor and operating costs (includes unreimbursed stenography, unreimbursed legal notices, postage, printing, copying, office supplies, etc.. (carryover from overall 95-96 year's expenses)	\$24,700
<b>Expenses incurred from 4/1/96 to be covered by 96-97 allocation: approximately \$474,100</b>	Payroll (base plus benefits; 4/96 - 3/97)	\$260,000
	Legal counsel	\$12,700 actual this FY; \$95,000 add'l this FY;
	Economic consulting (second half of Dr. Nicholas' contract)	\$5,000
	Insurance premium for General Liability and Directors and Officers Insurance (for 6/96 through 6/97 coverage year)	\$20,000
	Stenography and legal notices (not associated with applications or otherwise not reimbursable by applicants)	\$4,000
	Technical document production (includes Plan revisions; materials and technical services for Pine Barrens Credit Program, Law Enforcement, Protected Lands, Wildfire Task Force, research status conference and other purposes; misc others)	\$30,000
	All other vendors plus operational expenses (for overall 4/96 - 3/97; includes additional mailings to owners, PB Credit administration, computer hardware and software upgrades, telephone, office supplies, general postage, overnight mailing, additional consulting hours if needed, etc.)	\$41,400
	SC Water Authority Administrative fee (1%)	\$6,000