

CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

and

THE SUFFOLK COUNTY WATER AUTHORITY

AGREEMENT made this 30th day of March, 1999, 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").

WITNESSETH :

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 Agreements dated April 15, 1996, December 2, 1996, December 12, 1997 and May 27, 1998; 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 requested an allocation of

\$630,000 for its 1999-00 fiscal year administrative funds from the New York State Legislature for its administrative costs and expenses; and

WHEREAS, as of the date of execution of this Agreement the New York State Executive Budget for the 1999/00 State fiscal year, which extends from April 1, 1999 through March 31, 2000, has not yet been adopted by the State; and

WHEREAS, the parties expect that an Executive Budget for that fiscal year will be adopted by the State Legislature in the near future; and

WHEREAS, the PINE BARRENS COMMISSION will adopt its own budget for fiscal 1999/00 upon adoption by the State Legislature of the State's Executive Budget; and

WHEREAS, the SCWA wishes to continue to assist the PINE BARRENS COMMISSION by making certain payments on behalf of the PINE BARRENS COMMISSION, subject to reimbursement by the PINE BARRENS COMMISSION; and

WHEREAS, both the SCWA and the PINE BARRENS COMMISSION wish to have an agreement in place as early in the 1999/00 fiscal year as possible.

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;
2. The SCWA will pay, on behalf of the PINE BARRENS COMMISSION, the costs and expenses of its general counsel, McMillan, Rather, Bennett

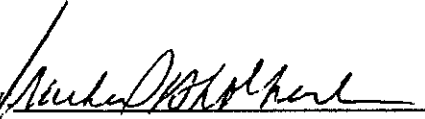
& Rigano, P.C.;

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 PINE BARRENS COMMISSION, those vendors and operational expenses 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 1999-00;
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.
8. The PINE BARRENS COMMISSION agrees to defend, indemnify and hold harmless, to the extent permitted by law, SCWA, and its officers, employees and agents from and against all liabilities, claims, damages, costs and expenses arising out of the proper action of SCWA in accor-

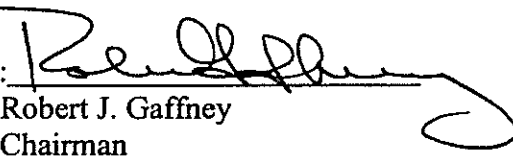
dance with instructions received from the PINE BARRENS COMMISSION pursuant to this Agreement, including any such action taken or omitted in accordance with such instructions. Notwithstanding the foregoing, this indemnity excludes any action which is caused by the gross negligence or intentional misconduct of SCWA.

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)

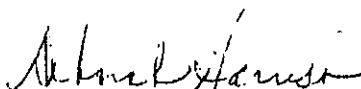
On the 31st day of March 1999, before me personally came Michael A. LoGrande, to me known, who did depose and say that he is the Chairman of the Suffolk County Water Authority, the corporation described in and who executed the foregoing instrument, and that he signed his name thereto by order of the 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, 1999

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

On the 17 day of March, 1999, 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 by order of said agency.


Notary Public

DEBORAH HARRISON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 52-4780687, SUFFOLK COUNTY
COMMISSION EXPIRES NOVEMBER 31, 1999

AMENDMENT NO. ONE, DATED 12/14/99

AGREEMENT BETWEEN THE SUFFOLK COUNTY WATER AUTHORITY
AND THE CENTRAL PINE BARRENS JOINT PLANNING AND POLICY
COMMISSION

WHEREAS, by Agreement dated March 30, 1999 (the "Agreement"), between the Suffolk County Water Authority (the "SCWA") and the Central Pine Barrens Joint Planning and Policy Commission (the "PINE BARRENS COMMISSION"), the SCWA agreed to administer certain funds on behalf of the PINE BARRENS COMMISSION; and

WHEREAS, by resolution adopted by the PINE BARRENS COMMISSION on April 7, 1999, and amended by resolutions dated May 19, 1999, and September 1, 1999, the PINE BARRENS COMMISSION established the New York Wildfire and Incident Management Academy (the "Academy") under the PINE BARRENS COMMISSION'S Wildfire Task Force; and;

WHEREAS, the PINE BARRENS COMMISSION further provided that the funds of the Academy shall be used for the continuing operations of the Academy and shall be disbursed pursuant to previously established procedures at the request of the Executive Director of the PINE BARRENS COMMISSION; and

WHEREAS, the parties hereto wish to amend the Agreement to include the administration by the SCWA of any funds held by the PINE BARRENS COMMISSION on behalf of the Academy.

NOW THEREFORE, in consideration of terms and conditions set forth in the Agreement, the parties hereto agree as follows:

1. The PINE BARRENS COMMISSION will transfer to the SCWA any and all funds it receives from the Academy (the "Academy Funds");

2. The SCWA will administer the Academy Funds as directed by the Executive Director of the PINE BARRENS COMMISSION;

3. All other terms and conditions set forth in the Agreement remain in full force and effect.

IN WITNESS whereof, the SCWA has caused this AMENDMENT NO. ONE to be signed by a member duly authorized and the PINE BARRENS COMMISSION has caused this AMENDMENT NO. ONE to be signed by its Chairman, duly authorized, on the day and year first above written.

SUFFOLK COUNTY WATER AUTHORITY

By: Michael A. LoGrande
Michael A. LoGrande
Chairman/Chief Executive Officer

CENTRAL PINE BARRENS JOINT
PLANNING AND POLICY COMMISSION

By: Robert J. Gaffney
Robert J. Gaffney
Chairman

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

On the 24th day of November, 1999, before me personally came Michael A. LoGrande, to me know, 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.

Donna Marie Mancuso
Notary Public

DONNA MARIE MANCUSO
NOTARY PUBLIC, State of New York
No. 01MA499471
Qualified in Suffolk County
Commission Expires November 12 2001

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

On the 14th day of December, 1999, before me personally came Robert J. Gaffney, to me know, 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.

Deborah Harrison
Notary Public

DEBORAH HARRISON
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01HA4780687, SUFFOLK COUNTY
COMMISSION EXPIRES OCTOBER 31, 2001