

CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

and

THE SUFFOLK COUNTY WATER AUTHORITY

AGREEMENT made this 15th day of June, 2000, 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, May 27, 1998 and March 30, 1999, and further modified by Amendment No. One, dated December 14, 1999; 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 \$650,000 for its 2000-01 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 2000-01 State fiscal year, which extends from April 1, 2000 through March 31, 2001, 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 2000-01 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 2000-01 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:

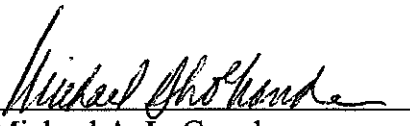
1. The SCWA will pay to SCWA, on behalf of the PINE BARRENS COMMISSION, for time spent by SCWA staff which is dedicated to PINE BARRENS COMMISSION efforts;
2. The SCWA will pay, on behalf of the PINE BARRENS COMMISSION, the costs and expenses of its general counsel, McMillan, Rather, Bennett & Rigano, 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 2000-01;
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 accordance with instructions received from the PINE BARRENS

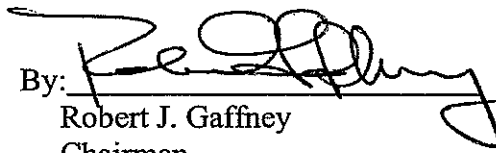
COMMISSION pursuant to this Agreement, including any such action taken or omitted in accordance with such instructions. Notwithstanding the foregoing, this indemnity excludes any action which is caused by the gross negligence or intentional misconduct of SCWA.

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

