

**CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION**

**and**

**THE SUFFOLK COUNTY WATER AUTHORITY**

AGREEMENT made this <sup>29<sup>th</sup></sup> ~~13<sup>th</sup>~~ day of <sup>October 2002,</sup> ~~February 2001,~~ 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. Envtl. 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, March 30, 1999, and further modified by Amendment No. One, dated December 14, 1999, by Agreement dated June 1, 2000 and by Agreement dated February 13, 2001; and

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

WHEREAS, the SCWA wishes to continue the administration of funds on behalf

of the PINE BARRENS COMMISSION in such amounts as are allocated by the New York State Legislature; and

WHEREAS, in May 2002, the New York State Legislature allocated \$700,000 (seven hundred thousand dollars) to the PINE BARRENS COMMISSION for fiscal 2001-02 and an additional \$700,000 (seven hundred thousand dollars) for fiscal 2002-03; and

WHEREAS, the PINE BARRENS COMMISSION will adopt a two-year budget for fiscal 2001-02 and 2002-03 based upon the New York State Legislative allocation; 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 2002-03 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 2002-03;
6. The SCWA will be entitled to an administrative fee of two percent (2%) 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~~ Stephen M. Jones  
~~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 29<sup>th</sup> day of October, 2002, before me personally came ~~Michael A. LeGrande~~ <sup>Stephen M. Jones</sup>, to me known, who did depose and say that he is the ~~Chairman~~ <sup>CEO</sup> 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. 01MA4988471  
Qualified in Suffolk County  
Commission Expires November 12, 2005

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

On the 18 day of June, 2002, 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.

Deborah Harrison  
Notary Public

DEBORAH HARRISON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01HA4780687, SUFFOLK COUNTY  
COMMISSION EXPIRES OCTOBER 31, 20 05