

Agreement Between  
THE CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION  
and  
THE SUFFOLK COUNTY WATER AUTHORITY

AGREEMENT made this 20<sup>th</sup> day of April, 2006, 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 "PINE BARRENS COMMISSION").

WITNESSETH:

WHEREAS, the SCWA has entered into a sequence of Agreements with the PINE BARRENS COMMISSION since 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. Environmental Conservation Law; and

WHEREAS, both the SCWA and the PINE BARRENS COMMISSION wish to have the SCWA continue the administration of those funds on behalf of the PINE BARRENS COMMISSION, including whatever funds have been or are allocated to the PINE BARRENS COMMISSION by the New York State Legislature for State fiscal years 2006-07 and 2007-08, as well as any ancillary or additional funds which have been, or may in the future be, provided to the PINE BARRENS COMMISSION from any source other than the New York State 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;

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

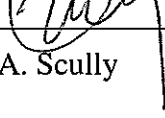
1. The SCWA shall pay, on behalf of the PINE BARRENS COMMISSION, for time spent by SCWA staff which is dedicated to PINE BARRENS COMMISSION efforts and such payment shall be exclusive of overhead charges related to accrued but unused vacation, personal and sick time and the PINE BARRENS COMMISSION shall reimburse the SCWA for any SCWA payment made upon the termination of the employment of a SCWA staff member dedicated full time to PINE BARRENS COMMISSION efforts related to the departing employee's accrued but unused vacation, personal and sick time at the departing employee's then current rate of pay.
2. The SCWA shall pay, on behalf of the PINE BARRENS COMMISSION, all costs and expenses of the PINE BARRENS COMMISSION, as approved and directed by the Executive Director; and
3. The PINE BARRENS COMMISSION shall transfer to the SCWA at the earliest possible date all funds which it receives from the State of New York or any other source for these fiscal years; and
4. The SCWA will be entitled to an administrative fee of five percent (5%) of the total of the New York State and other funds which have been, or will in the future be, allocated to the PINE BARRENS COMMISSION for each of these fiscal years; and
5. 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; and
6. 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 which the SCWA received from the PINE BARRENS COMMISSION pursuant to this Agreement, including any such action taken or omitted in accordance with such instructions. Notwithstanding the forgoing, 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 its Chief Executive Officer, duly authorized, and the PINE BARRENS COMMISSION has caused this Agreement to be signed by its Chair, duly authorized, on the day and year first above written.

SUFFOLK COUNTY WATER AUTHORITY

THE CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

By:   
Stephen M. Jones  
Chief Executive Officer

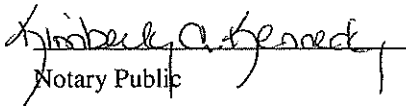
By:   
Peter A. Scully  
Chair

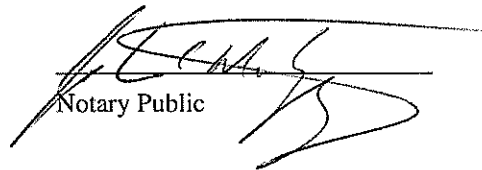
STATE OF NEW YORK )  
COUNTY OF SUFFOLK ) ss.:

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

On the 20 day of April in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen M. Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

On the 19<sup>th</sup> day of April in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter A. Scully, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

  
Notary Public

**KIMBERLY A. KENNEDY**  
Notary Public, State of New York  
Qualified in Suffolk County  
#01KE6031001  
Commission Expires September 20, 2009

**JOHN C. MILAZZO**  
NOTARY PUBLIC-STATE OF NEW YORK  
# 02M16129938  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES JULY 05, 2009