

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

AGREEMENT made this ⁽²¹⁾ 19th day of September, 2008, 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 2008-09, 2009-10, 2010-11, 2011-12 and 2012-13, 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;

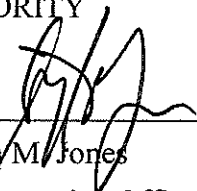
NOW THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the parties hereto agree as follows:

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.
7. The term of this Agreement shall be April 1, 2008 to March 31, 2013. This Agreement may be terminated by either party by giving the other party thirty (30) days written notice of its

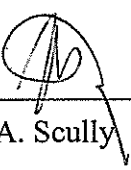
intent to terminate the Agreement. In the event the Agreement is terminated, the SCWA shall provide the Commission a statement of the funds expended for the costs and expenses of the PINE BARRENS COMMISSION for which reimbursement has not yet been paid to the SCWA by the PINE BARRENS COMMISSION. The PINE BARRENS COMMISSION shall promptly reimburse the SCWA for such costs and expenses. This provision shall survive the termination of this Agreement.

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

By: 
Stephen M. Jones
Chief Executive Officer

THE CENTRAL PINE BARRENS JOINT
PLANNING AND POLICY COMMISSION

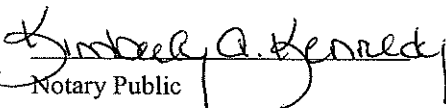
By: 
Peter A. Scully
Chair

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

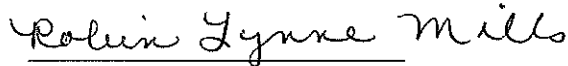
On the 19 day of Sept. in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen M. Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged 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.

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

On the 19th day of Sept. in the year 2008 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

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


Notary Public

ROBIN LYNNE MILLS
Notary Public, State of New York
No. 01MI6171831
Qualified in Suffolk County
Commission Expires July 30, 2011