

**AMENDED AND RESTATED AGREEMENT BETWEEN
THE VILLAGES OF BRIARCLIFF MANOR AND
SLEEPY HOLLOW CONCERNING WATER SUPPLY**

THIS AGREEMENT made this 5th day of January, 2004 ("Agreement"), by and between the Village of Briarcliff Manor, a municipal corporation of the State of New York, having its offices at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 ("Briarcliff Manor") and the Village of Sleepy Hollow, a municipal corporation of the State of New York, having its offices at 28 Beekman Avenue, Sleepy Hollow, New York 10591 ("Sleepy Hollow").

WHEREAS, the parties to this Agreement have previously entered into an agreement dated December 22, 2000, to undertake to study the desirability and feasibility of jointly utilizing a water connection to the Catskill Aqueduct and existing water facilities and construction of new water facilities for the purpose of supplying a long term, adequate and potable water supply to the Village of Briarcliff Manor, Sleepy Hollow, the Village of Tarrytown and portions of the Town of Mount Pleasant within the Briarcliff Manor Water District (the "First Agreement"); and

WHEREAS, the parties to this Agreement believe that the benefits to be conferred by the joint utilization of an existing water connection to the Catskill Aqueduct and related water facilities will permit assurance of a long term, adequate and potable water supply for residents of Briarcliff Manor, Sleepy Hollow, the Village of Tarrytown and portions of the Town of Mount Pleasant within the Briarcliff Manor Water District; and

WHEREAS, as part of the joint use of the water facilities, construction of additional water facilities may be required; and

WHEREAS, as part of this transaction, Briarcliff Manor has leased to Sleepy Hollow an existing water main commonly referred to as the IBM Main, as more specifically defined herein, to ensure that Sleepy Hollow can provide an adequate supply of water for the regional Phelps

Memorial Hospital; and

WHEREAS, Briarcliff has entered into an agreement with United Water New Rochelle, Inc. ("United Water") and has acquired water distribution facilities pursuant to the United Water Agreement (as same is defined in this agreement), including the IBM Main, which will facilitate the objectives of the parties; and

WHEREAS, Sleepy Hollow and Briarcliff Manor desire to construct connection(s) to provide an emergency supply of water to Briarcliff Manor and Sleepy Hollow; and

WHEREAS, Briarcliff Manor has entered into a First Agreement Between The Village of Briarcliff Manor and Tarrytown Concerning Water Supply (the "Briarcliff Manor/Tarrytown Agreement") dated July 16, 2004, which agreement provides, inter alia, for the joint utilization of various water facilities in connection with the Catskill Aqueduct for a long term, adequate and potable supply of water for residents of Briarcliff Manor and Tarrytown, and the understanding as to the rights and obligations, benefits, costs and method of governance in connection with joint utilization of existing water facilities; and

WHEREAS, as set forth in the First Agreement, the Village of Tarrytown's consent and approval was required for certain aspects of the joint utilization of the connection to the Catskill Aqueduct for such long term supply; and

WHEREAS, certain terms in the Briarcliff Manor/Tarrytown Agreement affecting the joint utilization of the water connection to the Catskill Aqueduct are inconsistent with the terms of the First Agreement; and

WHEREAS, the parties desire to amend certain terms contemplated by the First Agreement and agree to amend and restate the First Agreement herein, in order to set forth their understanding as to the rights and obligations, benefits, costs and method of governance in

connection with joint utilization of existing water facilities, transfer of the IBM Main and construction and joint utilization of new water facilities, as set forth herein, and as may be modified, from time to time.

NOW, THEREFORE, in consideration of the premises and the provisions hereinafter set forth, the following Amended and Restated Agreement Between the Villages of Briarcliff Manor and Sleepy Hollow Concerning Water Supply (the "Agreement") constitutes a binding agreement between the parties and shall supercede the First Agreement .

1. Definitions.

Best efforts - As used in this Agreement, best efforts requires the reasonable cooperation of a party in an attempt to accomplish the stated provisions of this Agreement and not to take any actions which would interfere with or prohibit accomplishing such matters. It is expressly understood and agreed that the term "best efforts" does not include the commencement, participation in or financing of any litigation, arbitration or alternate dispute resolution with regard to this provision and conditions of this Agreement.

Catskill Aqueduct Connection - The existing connection to the Catskill Aqueduct jointly owned, operated and maintained by the Villages of Tarrytown and Sleepy Hollow located at Executive Boulevard in the Town of Greenburgh.

Division Customers - The 38 residential customers in the Pocantico Division and the facility in the Pocantico Division now or formerly owned by IBM located at 1 Rockwood Road, Mt. Pleasant, New York.

Division Residential Customers - The 38 residential customers in the Pocantico Division.

IBM Facility - The facility formerly in the Pocantico Division formerly owned by IBM located at 1 Rockwood Road, Mt. Pleasant, New York.

IBM Main - An approximately 1.7 mile long 12 inch diameter water main from Sleepy Hollow Road in the Village of Sleepy Hollow to the former IBM facility in the Town of Mount

Pleasant.

Low Lift Pump Station - The pump station which may be necessary to increase the capacity of the 30 Inch Main (as defined below) in the event the capacity of the 30 Inch Main is insufficient to provide additional water supply from the Catskill Aqueduct Connection to the Village of Briarcliff Manor as set forth in paragraph 3.B.

Pocantico Division - The customers currently served by Briarcliff Manor in the Pocantico Division, as more specifically described on Exhibit A, attached hereto and made a part hereof.

16 Inch Main - Briarcliff Manor's 16 inch diameter water main from Beekman Avenue in the Village of Sleepy Hollow generally located in Sleepy Hollow Road beginning at Beekman Avenue and running north to the site of the former Baylis water tank located in the Village of Briarcliff Manor.

Sleepy Hollow Pump Station - The pump station owned by Sleepy Hollow located at the Tarrytown Reservoir.

30 Inch Main - An approximately 13,000 lineal foot long, approximately 30 inch diameter, transmission main jointly owned, operated and maintained by the Village of Sleepy Hollow and the Village of Tarrytown from the Catskill Aqueduct Connection to the Sleepy Hollow Pump Station owned and maintained by the Village of Sleepy Hollow and the adjacent Tarrytown Pump Station owned and maintained by the Village of Tarrytown.

United Water - United Water New Rochelle, Inc., a New York transportation corporation with its principal address at 2525 Palmer Avenue, New Rochelle, New York 10801.

United Water Agreement - Agreement effective August 18, 1999 between the Village of Briarcliff Manor and United Water New Rochelle, Inc.

2. Project Description.

A. Intent. The intent of the parties is to enter into a binding agreement in which (i) Briarcliff Manor and Sleepy Hollow agree to provide for joint utilization and ownership of the

Catskill Aqueduct Connection and the 30 Inch Main by Briarcliff Manor, Sleepy Hollow and the Village of Tarrytown ; (ii) Briarcliff Manor will either continue the existing long term lease to Sleepy Hollow for the use of the IBM Main or transfer the IBM Main to Sleepy Hollow, (iii) Sleepy Hollow will provide water service to the Division Customers, (iv) Sleepy Hollow and Briarcliff Manor shall construct a connection(s) to provide an emergency supply of water as provided in this Agreement ; and (v) Briarcliff Manor constructs and conveys to Sleepy Hollow, and the Village of Tarrytown, where applicable, joint ownership rights in any upgrades or additions to the Catskill Aqueduct Connection, the 30 Inch Main, and any other water facilities used jointly by Sleepy Hollow, the Village of Tarrytown and by Briarcliff Manor.

B. Effect on Tarrytown.

This Agreement shall not create any obligations for Tarrytown with respect to any items contained in this Agreement and neither Briarcliff Manor nor Sleepy Hollow shall have any enforceable rights against Tarrytown as a result of this Agreement. Further, this Agreement shall not create any third party beneficiary rights for Tarrytown against either Briarcliff Manor or Sleepy Hollow as a result of this Agreement.

C. Ownership, Maintenance and Utilization.

(1) Sleepy Hollow, Briarcliff Manor and the Village of Tarrytown shall jointly utilize and own the Catskill Aqueduct Connection, the 30 Inch Main and any other facilities determined by engineering analysis to be necessary and which are constructed to maintain flow capacity, as defined in paragraph 3.B. hereof, and maintain chlorine contact time, generally referred to as "CT" (the "Three Village Project"). Sleepy Hollow shall convey a 16.666% joint ownership interest in the Catskill Aqueduct Connection and the 30 Inch Main to Briarcliff Manor. Briarcliff Manor shall construct and convey to Sleepy Hollow a one-third (1/3) joint ownership interest in any upgrades or additions to the Catskill Aqueduct Connection, the 30 Inch Main and any other water facilities used jointly by Sleepy Hollow, Tarrytown and Briarcliff

Manor when same are constructed and operational, as more fully set forth in this Agreement. Such joint ownership shall be subject to Sleepy Hollow's and Briarcliff Manor's non-exclusive right, respectively, to the shared use of the Catskill Aqueduct Connection and 30 Inch Main to supply water to its customers in accordance with the flows set forth in paragraph 3.B. herein, or as subsequently increased as provided for in this Agreement.

(2) Sleepy Hollow and the Village of Tarrytown shall be responsible for supplying the personnel and materials for the day-to-day operation and maintenance of the Three Village Project in accordance with the customary standards in the industry and further in accordance with the Agreement between the Village of Tarrytown and the Village of Sleepy Hollow (formerly known as the Village of North Tarrytown), dated November 2, 1964. All costs of operating, maintaining and repairing (collectively referred to in this Agreement as "Maintenance") of the Three Village Project shall be shared equally by the parties. However, Briarcliff Manor shall incur no costs for Maintenance until the Three Village Project is providing continuous and regular water supply for a period of thirty (30) consecutive days to Briarcliff Manor.

(3) In the event the Village responsible for Maintenance neglects or fails to properly undertake its obligations to maintain, operate and repair said water facilities, Briarcliff Manor shall so notify the appropriate party responsible for Maintenance, and the other Village not currently responsible for Maintenance. If within thirty (30) days, or a lesser period if an emergency condition exists, necessary and proper operation or Maintenance is not accomplished or provided for, then in that event Briarcliff Manor shall have a right to undertake such operation and Maintenance for such occasions only.

(4) Sleepy Hollow shall not impose any tax liability on Briarcliff Manor as a result of the ownership or use of the 16 Inch Main by Briarcliff Manor, including any assets

purchased by Briarcliff Manor pursuant to the United Water Agreement.

(5) Briarcliff Manor shall be solely responsible for all costs and expenses for the repair and replacement of the 16 Inch Main, and shall defend and hold Sleepy Hollow harmless for any and all claims judgments, demands or causes of action of any kind whatsoever arising out of the existence of the 16 Inch Main. Briarcliff Manor shall be solely responsible for the quantity and quality of water supplied through said main. Briarcliff Manor shall indemnify, defend and hold Sleepy Hollow harmless as to any claim, cost, damage, cause of action, actions or judgments, including reasonable attorneys fees, arising out of or resulting from Briarcliff Manor's use, repair or replacement of the 16 Inch Main, except to the extent that such claim arises out of the acts, omissions or conduct of the Village of Sleepy Hollow.

3. Connection to the Catskill Aqueduct Connection.

A. (1) Briarcliff, at its sole cost and expense, shall connect to the Catskill Aqueduct Connection for a supply of water to be distributed from the Catskill Aqueduct Connection to the 30 Inch Main in the vicinity of the existing Tarrytown Pump Station and the Sleepy Hollow Pump Station. Briarcliff Manor shall obtain all necessary governmental approvals and agreement with New York City Department of Environmental Protection ("DEP") for Briarcliff Manor to utilize the Catskill Aqueduct Connection and to purchase water directly from the DEP and/or the City of New York, or as a customer of Sleepy Hollow and/or Tarrytown, as the parties and the DEP shall ultimately agree. If it is determined that Briarcliff Manor shall be a customer of Sleepy Hollow and/or Tarrytown, all water shall be sold to Briarcliff Manor at the New York City rate as if Briarcliff Manor were a customer of New York City. Any excess water consumption charges imposed by the DEP shall be charged to the Village that incurs such expense.

(2) Sleepy Hollow will use its best efforts to assist Briarcliff Manor in its negotiations with the DEP in order to obtain their consent.

(3) To the extent documentation or additional approvals are required from the DEP, or any other municipal department or agency, to increase the capacity at the Catskill Aqueduct

Connection, Briarcliff Manor may undertake the necessary work to obtain such approvals with the cooperation and subject to the reasonable approval of Sleepy Hollow.

B. The Catskill Aqueduct Connection supplies a maximum flow which is divided between Sleepy Hollow and Tarrytown pursuant to their water agreement dated November 2, 1964, wherein Tarrytown has a right to pump a maximum of 4.9 mgd from the Catskill Aqueduct Connection and Sleepy Hollow (formerly North Tarrytown) has a right to pump a maximum of 3.6 mgd. Briarcliff Manor is seeking to increase the maximum flow of the Catskill Aqueduct Connection for up to an additional 6.0 million gallons per day. Briarcliff Manor shall, at the sole cost and expense of Briarcliff Manor, undertake an engineering analysis to study, design and construct the necessary improvements to, among other items, the Catskill Aqueduct Connection and the 30 Inch Main to insure that there is sufficient water quantity, to provide such additional maximum flow of up to 6.0 million gallons per day. Any increase in the current maximum flow, in excess of the additional maximum flow designed and constructed for Briarcliff Manor, will be the responsibility of and at the sole cost and expense of the municipality requiring such additional flow. An independent consultant engineer ("Consultant Engineer") shall be hired by Briarcliff Manor after consultation with Sleepy Hollow and Tarrytown as set forth in Section 4. Said Consultant Engineer shall also confirm the current capacity of the said water supply system currently serving Sleepy Hollow and Tarrytown and provide for the facilities specified in Section 4.D.

4. Selection of Consultant Engineer and Construction.

A. Briarcliff Manor shall prepare and submit to consulting engineering firms a Request for Proposals ("RFP") for the engineering analysis to be performed by a Consultant Engineer from a minimum of three (3) engineering firms. Each Village may submit names of consulting engineering firms to which an RFP will be sent. Briarcliff Manor shall forward each RFP received to Tarrytown and Sleepy Hollow. Within fifteen (15) days of the due date for the

RFP's, Briarcliff Manor, Sleepy Hollow and Tarrytown shall jointly meet at Briarcliff Manor Municipal Building at a mutually agreeable time to review the RFP's and each Village shall separately rate the engineering firms according to the rating system specified in Section 4.B.

B. The following criteria shall be used for rating each engineering firm:

1. General hydraulic experience of the engineering firm.
2. Experience with the design of taps to the New York City Aqueducts.
3. Experience with water system design.
4. The engineering firm's fees.

Each firm shall receive a rating for each criteria based on a scale from one (1) to the total number of RFP's received, with one (1) designated as the lowest score on the scale. No two firms shall receive the same number rating for a particular criteria. Briarcliff Manor shall designate the engineering firm with the highest total score as the Consultant Engineer. In the event of a tie score for the highest ranking engineering firms, Briarcliff Manor shall select one of the engineering firms with the highest score to be the Consultant Engineer.

C. If such improvements to said existing facilities are required, Briarcliff Manor shall (i) prepare the design, plans, specifications and contract documents necessary for bidding, which shall include, but not be limited to, improvements to the Catskill Aqueduct Connection and the 30 Inch Main (collectively the "System Improvement Design") based upon the documentation and recommendations of the Consultant Engineer and (ii) the System Improvement Design containing the improvements to the Catskill Aqueduct Connection and the 30 Inch Main shall also be subject to the consent and approval of Sleepy Hollow and Village of Tarrytown.

D. The following improvements may need to be constructed as part of the System Improvement Design:

1. New tap to Catskill Aqueduct.

2. New tap building, including all mechanicals necessary to make tap operational, including, but not limited to, meter and priming equipment.
3. All facilities necessary to increase the capacity of the transmission main, which may include a Low Lift Pump Station.
4. All facilities necessary to provide booster disinfection.
5. Improvements, if any, to the storage facilities or construction of individual storage facilities for each municipality, if required, addressing chlorine contact time.
6. Improvements, if any, to the existing tap building.

All of the foregoing facilities which may be constructed as part of the System Improvement Design listed in this Section 4.D., shall be jointly owned by Briarcliff Manor, Tarrytown and Sleepy Hollow and constitute part of the Three Village Project, except that if construction of individual storage facilities for each municipality are required, Briarcliff Manor shall pay for the cost of constructing such tanks, and each municipality shall own and maintain their own separate tank and shall not constitute part of the Three Village Project upon completion of such construction.

E. Once Briarcliff Manor has decided to proceed with the System Improvement Design for the modifications for Briarcliff Manor to connect to the Catskill Aqueduct, and the consent and approval of Sleepy Hollow and the Village of Tarrytown has been obtained as provided for in Section 4.C., the following procedure shall govern construction.

(1) Briarcliff Manor shall (i) competitively bid the construction contract pursuant to General Municipal Law, Section 103 (ii) consult with Sleepy Hollow and Tarrytown with regard to the designation of the lowest responsible bidder, (iii) designate the lowest responsible bidder(s) and execute contracts with the lowest responsible bidder(s) as owner of the System

Improvement Design and (iv) cause the System Improvement Design to be constructed, at the sole cost and expense of Briarcliff Manor, subject to the reasonable review and on-site inspections of Sleepy Hollow and Tarrytown.

(2) Bi-weekly construction meetings shall be held at Briarcliff Manor Municipal Building, at a time designated by Briarcliff Manor, to update Tarrytown and Sleepy Hollow on the construction status of the System Improvement Design and obtain consents as required by this Agreement and the Briarcliff Manor/Tarrytown Agreement. Additional special job site meetings, when deemed necessary by either the Village of Tarrytown, Sleepy Hollow or Briarcliff Manor, shall be held as required. If a unanimous consensus cannot be reached at a meeting between Sleepy Hollow, Tarrytown and Briarcliff Manor, with the exception of financial decisions which shall be in the sole discretion of Briarcliff Manor, the dispute shall be brought to arbitration in accordance with Section 16 of this Agreement within five (5) days of such meeting. Briarcliff Manor shall additionally be responsible for any reasonable and customary incidental costs to construct the System Improvement Design, including, but not limited to insurance, permit fees, and application fees. Any construction disputes, extras or change orders, which would result in Briarcliff Manor expending monies other than as set forth in the construction contracts shall be in the sole discretion of Briarcliff Manor.

F.(1) Sleepy Hollow shall consent to Briarcliff Manor obtaining the easements necessary for Briarcliff Manor to construct water facilities at the Sleepy Hollow Croton Aqueduct Connection, located off of Sleepy Hollow Road, from the owner of that land. Such consent shall be granted provided the easements sought to be obtained by Briarcliff Manor do not negatively impact Sleepy Hollow. Briarcliff Manor may elect to undertake the work to obtain the documentation and any additional approvals for such easements, with the cooperation and subject to the reasonable approval of Sleepy Hollow. Sleepy Hollow shall not require payment

of any money from Briarcliff Manor for the shared use of easements at that location.

(2) Briarcliff Manor shall have no tax liability to Sleepy Hollow as a result of the System Improvement Design located within Sleepy Hollow, including any assets purchased by Briarcliff Manor pursuant to the United Water Agreement. Briarcliff Manor shall restore any disturbed pavement to the standard specifications of Sleepy Hollow.

G. Briarcliff Manor shall construct a Briarcliff Manor Pump Station for its sole and exclusive use. The Briarcliff Manor Pump Station and associated equipment and installations will be separately owned and maintained by Briarcliff Manor. Adjacent to the Briarcliff Manor Pump Station, Sleepy Hollow and Tarrytown shall continue to separately own and operate its respective pump stations. Separate pumping units and equipment, separate electric meters for the electricity consumed by its pumping unit, and separate water meters for the water pumped by the same, shall be installed and maintained by Briarcliff Manor and continue to be maintained by Sleepy Hollow and Tarrytown. Each Village shall operate, maintain and repair its own such separate equipment, at its own expense, and shall pay separately for its own consumption of electricity and water.

H. Upon completion of construction of the System Improvement Design for the Three Village Project, Briarcliff Manor shall convey a one-third (1/3) joint ownership interest in the System Improvement Design for all additions and improvements constructed that are to be jointly utilized by Briarcliff Manor and Sleepy Hollow to Sleepy Hollow and shall deliver to Sleepy Hollow a bill of sale in form reasonably satisfactory to Sleepy Hollow Village Counsel.

I. If the Low Lift Pump Station is constructed as part of the System Improvement Design and used to supply water from the Catskill Aqueduct, Sleepy Hollow shall have no obligation to pay for any electricity consumed in connection with the Low Lift Pump

Station, and all obligations for the maintenance, repair and operation of the Low Lift Pump Station shall be borne by Briarcliff Manor. If the Low Lift Pump Station is utilized for purposes other than supplying water from the Catskill Aqueduct (i.e. for use with a Delaware Aqueduct connection), then Sleepy Hollow, Briarcliff Manor and the Village of Tarrytown shall have an equal share in the costs of maintenance, repair and operation of the Low Lift Pump Station.

J. Briarcliff Manor shall have no tax liability to the Sleepy Hollow as a result of System Improvement Design and Briarcliff Manor's existing water assets located within Sleepy Hollow.

5. Emergency Supply.

A. Sleepy Hollow and Briarcliff Manor shall construct interconnection(s) between the Sleepy Hollow Main and the 16 Inch Main in order to provide an emergency supply of water under the following conditions.

(1) The emergency supply to Briarcliff Manor shall be for those periods when Briarcliff Manor has a water supply deficit due to either a total or partial loss of supply from the Croton Aqueduct as a result of either mechanical or water quality conditions, or actions taken by NYCDEP which adversely affects the supply of water to Briarcliff Manor. Such emergency supply shall include the capacity to provide Briarcliff Manor with an emergency supply of water of up to 1,200 gallons per minutes ("gpm"). If the supply of water from Sleepy Hollow to its inhabitants or other users will be insufficient or negatively impacted by the emergency supply of water, the emergency supply of water to Briarcliff Manor shall be reduced to an amount that is necessary for such insufficiency or negative impact to be eliminated.

(2) The emergency supply to Sleepy Hollow shall be for those periods when Sleepy Hollow must take its water storage tank(s) out of service to upgrade, reconstruct or repair such

tank(s) and as a result of such work requires access to water storage from the Briarcliff Manor system. If the supply of water from Briarcliff Manor to its inhabitants or other users will be insufficient or negatively impacted by the emergency supply of water, the emergency supply of water to Sleepy Hollow shall be reduced to an amount that is necessary for such insufficiency or negative impact to be eliminated.

(3) In addition to the conditions set forth in paragraphs 5 A. (1) and (2), the emergency supply shall be used by Briarcliff Manor and Sleepy Hollow for the additional limited purpose of supply of water in an emergency situation where either Village's water equipment or related facilities fail. In such an event, the Briarcliff Manor or Sleepy Hollow, as the case may be, shall make available an emergency supply of water. If the supply of water from the supplying Village to its inhabitants or other users will be insufficient or negatively impacted by such emergency supply of water, the emergency supply of water to the other Village shall be reduced to an amount that is necessary for such insufficiency or negative impact to be eliminated. The Village receiving such emergency supply of water shall use its best efforts to undertake necessary repairs in an expeditious manner so that the emergency supply of water can be discontinued.

B. (1) Briarcliff Manor, at its sole cost and expense, shall design and construct a connection (vault and meter) between the Sleepy Hollow Main and the 16 Inch Main necessary to obtain this emergency supply and measure the supply of water. Briarcliff Manor shall give notice of the date such work is to be performed to Sleepy Hollow and Sleepy Hollow shall have the right to inspect the connection and meter to ensure that they have been properly installed in accordance with applicable industry standards. The meter at the interconnection shall be installed to measure the volume of water sold to Briarcliff Manor for the emergency supply.

(2) Sleepy Hollow, at its sole cost and expense, shall design and construct a connection

(vault and meter) between the Sleepy Hollow Main and the 16 Inch Main necessary to obtain this emergency supply. Sleepy Hollow shall give notice of the date such work is to be performed to Briarcliff Manor and Briarcliff Manor shall have the right to inspect the connection and meter to ensure that they have been properly installed in accordance with applicable industry standards. The meter at the interconnection shall be installed to measure the volume of water sold to Sleepy Hollow for the emergency supply.

(3) To the extent practicable, Briarcliff Manor and Sleepy Hollow shall use good faith efforts to implement a construction plan so that the related facilities are jointly utilized. Any work done that benefits both parties and any facilities that are constructed and jointly utilized by both Briarcliff Manor and Sleepy Hollow shall be paid for equally by Briarcliff Manor and Sleepy Hollow.

C. Sleepy Hollow shall use its best efforts to make necessary upgrades to the Sleepy Hollow Pump Station located at Tarrytown Lakes (the "Upgrades") as soon as practicable after the full execution of this Agreement. The Upgrades shall include the capacity to provide Briarcliff Manor with an emergency supply of water of up to 1,200 gallons per minutes ("gpm"). No work shall begin on the interconnection(s) until the Upgrades have been constructed, installed and are in working order. At such time as the Upgrades have been constructed, installed and are in working order, the parties will use their best efforts to proceed as soon as practicable with construction of the interconnection(s) and related facilities.

D. (1) Briarcliff Manor shall pay Sleepy Hollow for the emergency supply at a rate equal to the sum of Sleepy Hollow's (i) wholesale cost of water from New York City, (ii) electric costs required to pump the water and (iii) the chemical cost required to treat the water, and any other necessary costs to provide such emergency supply (the "Briarcliff Manor Emergency Rate").

(2) Sleepy Hollow shall pay Briarcliff Manor for the emergency supply at a rate equal to the sum of Briarcliff Manor's (i) wholesale cost of water from New York City, (ii) electric costs required to pump the water and (iii) the chemical cost required to treat the water,

and any other necessary costs to provide such emergency supply (the "Sleepy Hollow Emergency Rate"). If Briarcliff Manor obtains water from either the Village of Ossining, the Town of New Castle or any other third party for the emergency supply to Sleepy Hollow, the Sleepy Hollow Emergency Rate shall also include a charge equal to Briarcliff Manor's cost of obtaining such water in proportion to the amount of such water supplied to Sleepy Hollow.

E. Briarcliff Manor and Sleepy Hollow shall each obtain Westchester County Department of Health ("DOH") approval for such emergency supply and the New York City Department of Environmental Protection ("NYC DEP"). To the extent practicable, both Villages shall use good faith efforts to make joint application to the DOH and to the NYC DEP for the emergency supply.

F. Both Sleepy Hollow's and Briarcliff Manor's obligation under this Agreement to furnish such emergency supply to the other is subject to the New York City Drought Restrictions, as same may be applied by the City from time to time.

6. Transfer of IBM Main.

A. Briarcliff Manor has purchased from United Water New Rochelle, Inc. pursuant to the United Water Agreement, among other assets, the IBM Main. Briarcliff Manor has leased the IBM Main and all appurtenances which are attached to and used in connection with the IBM Main to Sleepy Hollow. Said Lease shall be at a rental rate of ten (\$10.00) dollars per year for a term of the first of the following events to occur (i) ninety-nine years or (ii) such time as Sleepy Hollow obtains the written consent and approval of the Village of Tarrytown as specifically provided in this Agreement. Upon expiration of the lease term, Briarcliff Manor shall convey the IBM Main to Sleepy Hollow.

B. In accordance with the First Agreement, Sleepy Hollow has, at its own cost and expense, caused the IBM Main to be disconnected from the 16 Inch Main.

C. Sleepy Hollow has, at its own cost and expense, designed and constructed the facilities necessary to connect the IBM Main to the Sleepy Hollow Main. Said facilities include a pressure reducing valve for the IBM Facility and Sleepy Hollow shall periodically check said

pressure reducing valve to maintain existing typical domestic pressure to the IBM Facility.

D. The lease and transfer of the IBM Main to Sleepy Hollow shall be on an "AS IS" basis. Sleepy Hollow shall be solely responsible for all costs and expenses for the maintenance, repair and replacement of the IBM Main upon transfer or lease, and shall defend and hold Briarcliff Manor harmless against any and all claims, judgments, demands or causes of action of any kind whatsoever arising out of the existence or use of the IBM Main. Briarcliff Manor makes no warranty, whether express or implied, as to the condition of the IBM Main and its appurtenances. Briarcliff Manor makes no representation as to the environmental condition of the IBM Main, including, but not limited to, the presence or prior presence of any toxic or hazardous substances or wastes.

E.(1) Except as specifically provided in this Agreement, the lease or transfer of the IBM Main to Sleepy Hollow shall not obligate Sleepy Hollow to incur any obligations to United Water, New Rochelle, Inc. pursuant to the United Water Agreement. Such obligations may include, but are not limited to, payment of any consideration, assuming any tax obligation of other United Water assets, or assuming any obligation to disconnect any portion of the United Water assets from the United Water System.

(2) Upon transfer or lease of the IBM Main to Sleepy Hollow, Sleepy Hollow shall be solely responsible for the quantity and quality of water supplied through said Main and for the maintenance, repair and replacement of said Main. Sleepy Hollow shall indemnify, defend and hold Briarcliff Manor harmless as to any claim, cost, damage, cause of action, actions or judgments, including reasonable attorneys' fees, arising out of or resulting from Sleepy Hollow's use, operation, maintenance or replacement of the IBM Main.

7. Supply of Water to Division Customers.

A. Sleepy Hollow agrees to provide water to supply the Division Customers as provided in this Section 7 and Section 8 of this Agreement.

B. Sleepy Hollow has provided and Briarcliff Manor shall continue to maintain a supply of water from the Sleepy Hollow Water Distribution System to connect the Division Residential

Customers to its Catskill Aqueduct Water Supply in accordance with the terms of this Agreement. Sleepy Hollow shall make 50 gpm of water supply available to the Division Residential Customers via a pump which has been installed and shall be maintained at the sole cost and expense of Briarcliff Manor at the emergency pump station to be built on property owned by Westchester County from easements assigned by United Water pursuant to the United Water Agreement.

C. United Water has removed its meter from the IBM Main and has abandoned service thereto.

D. If following the Closing Date under the United Water Agreement, any of the Division Residential Customers have not been transferred to another water district and if the rates charged by United Water to the Division Customers equal or exceed those rates the Briarcliff Manor Water District would charge those customers, then Briarcliff Manor shall assume all obligations to service and supply the Division Residential Customers subject to United Water's obtaining approval of the PSC for the transfer of its obligations hereunder to Briarcliff Manor and abandonment of its service to the Division Customers.

E. Sleepy Hollow shall cooperate with Briarcliff Manor and United Water, and shall not oppose any efforts Briarcliff Manor and United Water may undertake, to contract for and obtain any necessary approvals for the transfer of the Residential Division Customers to another state licensed water supplier.

8. Service of Division Customers

A. Prior to the transfer of the Division Customers to Briarcliff Manor, the Division Customers shall remain as customers of United Water. The Division Customers shall be charged for water by United Water at United Water's approved rates. United Water will maintain ownership of Division Customers meters and/or any other component of the service lines necessary to retain an ownership interest, as required by the PSC for United Water to retain the Division Customers in name, until such time as the Division Customers become customers of

Briarcliff Manor or some other approved supplier of water.

B. Prior to the transfer of the Division Customers, Briarcliff Manor shall read all Division Customers water meters and supply readings to United Water for generation of water bills by United Water, subject to Briarcliff Manor's personnel's ability to access the in-home meters or meters located in underground vaults or pits. Briarcliff Manor shall follow its established rules for return meter visits and underground vault meter readings.

C. Until such time as the Division Residential Customers are transferred to Briarcliff Manor or some other approved supplier of water, pursuant to the terms of this Agreement, Briarcliff Manor will pay all costs necessary to perform all maintenance services on the mains servicing the Division Residential Customers. Briarcliff Manor will also maintain any component of the Division Residential Customers' service lines (including water meters) which are owned by United Water. Briarcliff Manor will maintain such facilities in good repair, following general industry standards, and in the same manner as Briarcliff Manor maintains facilities for its other customers.

D. Until such time as the Division Customers are transferred to some other supplier of water or Briarcliff Manor pursuant to the terms of this Agreement, Sleepy Hollow shall be reimbursed for its water according to the following payment and billing procedures.

(1) United Water will pay on July 1 of each year to Briarcliff Manor an amount equal to the total amount of all revenues collected from Division Customers less the following three components for which United Water shall submit a breakdown of all such costs and charges:

(i) United Water's average cost of customer service per bill, which is stipulated as of the Closing Date under the United Water Agreement to be \$1.25 per bill. The average cost of customer service per bill shall be adjusted every five years based on the change in the United States Department of Commerce CPI-U National Consumer Price Index for all Urban Consumers U.S. City Average, or successor index during such five-year interval.

(ii) the PSC-approved rate of return and depreciation on the value of the United Water owned components of the service line (including water meters).

(iii) Revenues taxes paid.

(2) Upon receipt of such funding from United Water as provided in Section 8(D)(1)(i), (ii) and (iii), Briarcliff Manor shall pay the Emergency Rate to Sleepy Hollow for water consumed for the supply of Division Residential Customers.¹

(3) Briarcliff Manor will be responsible for posting notices of unpaid bills to customers and turning off unpaid customer accounts, as instructed by an as the agent for United Water in accordance with regulations applicable to United Water for termination of service.

(4) United Water will process any unpaid customer bills to Division Customers in the same manner as it processes such bills for its other customers, which shall include sending such bills to a collection agency. The proceeds of any collection efforts will be turned over to Briarcliff Manor as part of the annual payment to the Briarcliff Manor by United Water. United Water will use its best efforts and due diligence to collect all unpaid accounts in arrears.

9. A. United Water has agreed to supply an Emergency Supply of water to Briarcliff Manor in the event Sleepy Hollow is unable to provide an Emergency Supply to Briarcliff Manor pursuant to the terms of this Agreement. To facilitate such supply by United Water, United Water has agreed to close the line connecting its water system to the Southern Portion by installing a properly sized interconnection between its existing 10-inch and 16-inch mains on Broadway at the Dobbs Ferry Irvington border, which shall include tees, valves (two valves on each branch of the interconnection and one valve in the middle of the street), fire hydrants and/or

¹ At the anticipated pumping rate of 50 gpm, the approximate rate of payment to Sleepy Hollow would be \$15,000.00 per year at the current Emergency Rate.

blowoffs and pipeline across Broadway physically connecting the two mains (collectively, the "Southern Interconnection"). The Southern Interconnection, when opened, will allow water to be transmitted to Briarcliff Manor through the Southern Portion for emergency supply.

B. On the Closing Date under the United Water Agreement, Briarcliff Manor advanced to United Water the sum of \$23,333.33, and Sleepy Hollow advanced the sum of \$11,666.67, which was used by United Water for the construction of the Southern Interconnection.

10. United Water shall be a third party beneficiary of, and shall have the right to enforce, the following provisions of this Agreement: 6.B., 6.C., 7.A., 7.B., 7.E. and 8.B, provided that United Water agrees to be bound by the provisions of Section 16 (Arbitration) of this Agreement. Such third party beneficiary status shall not benefit or create any right or cause of action in or on behalf of any person other than United Water.

11. Governing Body.

A. The Mayor or his designee from Sleepy Hollow, the Village Administrator from Tarrytown and the Village Manager from Briarcliff Manor shall serve as the administrative body (the "Members"), which shall be known as the "Three Village Agency", who shall be responsible for the administration of the Three Village Project after its completion. The Three Village project shall include the facilities that are part of the System Improvement Design as set forth in paragraph 4. D., except as otherwise provided for the Low Lift Pump Station in paragraph 4. I., and the following existing facilities: Catskill Aqueduct Connection and the 30 Inch Main.

B. At the first meeting of the Three Village Agency, the Members shall appoint one Member to serve as the Chairperson and shall appoint one Member serve as the Treasurer of the Three Village Agency. Annually, the Members shall appoint a new Chairperson and new Treasurer. Each Village shall be represented in each of the positions of Chairperson and

Treasurer at least once every three years. The Three Village Agency shall meet annually for the purpose of developing a budget for the operation and maintenance of the Three Village Project. Other meetings may be called by any members at a mutually convenient date, time and place. All members must be present for business to be conducted. Affirmative votes of a majority of the members of the Three Village Agency shall be necessary for any action.

C. The Three Village Agency, insofar as is permitted by law, shall have the following powers and duties:

(1) The overall responsibility for and supervision of any additional construction of improvements beyond that specified for the System Improvement Design and which shall affect the Three Village Project, which may include the following: (i) from time to time to arrange for engineering services, acquisition of necessary lands and rights of way, preparation of bid specifications, letting of bids, arranging and supervising construction, hiring of appropriate personnel to service and operate the Three Village Project, assessing the portion of costs allocable to each of the Villages for the costs of operation and maintenance in the manner hereinafter set forth, prepare budgets from which the foregoing assessments can be made, and provide for the acquisition of supplies, materials and labor necessary to operate and maintain the project.

(2) In lieu of hiring its own personnel, to arrange with Sleepy Hollow or Tarrytown, as appropriate, for provision of personnel services, use of equipment, use of supplies, among other things, and the costs of such arrangements shall be included in the cost of the operation of the project that shall be assessable against the Villages in the manner set forth.

(3) To make capital improvements to the Three Village Project, subject to the approval and authorization of the Villages in accordance with law and applicable regulations of any federal, state or local governmental agencies as may be required.

The Village Boards of each of the Villages may at any time delegate such other duties and responsibilities to the Three Village Agency as permitted by law and as mutually agreed to by all three Villages. If required by law, the parties hereto agree to designate one of their Village Boards to implement this agreement by executing documents, paying personnel, formally letting bids, and any actions that by law must be conducted by a village board of a village and by law may not be conducted by or delegated to Three Village Agency.

12. Financing of the Maintenance and Operation Costs of the Three Village Project.

Upon or after completion of the Three Village Project, and every year thereafter, the Three Village Agency shall prepare an annual budget for the operation and maintenance costs of each project. The Three Village Agency shall also ascertain average day water demand in each of the Villages during the latest twelve month period for which figures are available. The Three Village Agency shall allocate the costs for the next year between the respective Villages based upon such average day water demands during said preceding twelve month period. The Three Village Agency shall complete the budget and allocation of costs by December 31 of each year and shall include these amounts in the Water Fund budget of the respective Village for the fiscal year to commence the following June 1. Each of the Village's allocable share of such expense shall be paid to the Treasurer, who's Village shall maintain a segregated account for the purposes set forth herein, and such Treasurer shall cause the operation and maintenance costs to be paid out of the funds so received.

13. Financing of Future Capital Improvements for the Three Village Project. Upon or after completion of the Three Village Project, the Three Village Agency shall allocate the costs for future capital improvements for the Three Village Project on a pro rata basis, which shall be determined based upon the maximum flows as set forth in Section 3 (B). If either Briarcliff Manor, Tarrytown or the Village of Sleepy Hollow increases its maximum flow from that

amount set forth in Section 3 (B), or such maximum allocation otherwise changes, such municipality shall pay an increase in its pro rata share of capital improvements based on the full amount of such increased maximum flow.

14. Surplus or Deficits. If the total revenues received by either Agency results in a surplus over and above a reasonable amount reserved for contingencies, the surplus shall be refunded at the end of the fiscal year to each of the Villages in proportion to the amounts paid to the Three Village Agency by each of the Villages during the fiscal year. If the amounts collected from each of the Villages result in a deficit, such deficit shall be paid by each of the parties hereto in proportion to the quantity of water furnished by the project to each of the Villages during the preceding fiscal year. The Three Village Agency shall provide notice to the Village Boards as soon as is practicable that the Agency anticipates a deficit in that fiscal year. The Villages agree to raise the funds required for their respective shares as determined by the Three Village Agency and to pay the same in timely fashion. Even if one of the Villages contests the allocation of a deficit to it, each party agrees to pay the amount so allocated at the time determined. The Village so paying may reserve its rights to challenge such allocation by stating at the time of payment, in writing to the Treasurer, that such payment is made under protest and the basis for the protest.

15. Assignment of Personnel. If the Three Village Agency shall arrange with any of the Villages for personnel services, any personnel assigned to perform such services shall continue to be employees of the Villages from which they are assigned. All personnel so assigned and engaged in the operation or maintenance of the Three Village Project shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed their duties for and in the Village by which they are employed. To the extent required by law, the applicable Civil Service Rules and Regulations shall be observed.

16. Responsibility for Damage Claims. In the event any liability is asserted against one or more of the Villages arising out of any operation or maintenance of the Three Village Project, the parties shall be severally liable for the defense and payment of such claims, the proportions being in the same proportion as the their respective interests in such project. The Three Village agency or any of the Villages shall place or take out appropriate insurance against any such possible liability for protection and benefit of the project and each of the Villages and the premiums for any such insurance coverage shall be an obligation chargeable against the Three Village Project, the cost to be included in the costs of the operation and maintenance of such project and included in the budget assessed against each of the Villages each year in the manner set forth above.

17. Arbitration. Any controversy or dispute arising out of or relating to this intermunicipal agreement, or the breach thereof, shall be settled by arbitration. Such arbitration shall be conducted in Westchester County, in accordance with the rules of the American Arbitration Association in effect at the time of such arbitration. Judgment may be entered on any decision rendered by the arbitrator(s) in any federal or state court having the requisite jurisdiction. Each Village shall share equally the costs of the fees and expenses of the arbitrator selected.

18. Drinking Water State Revolving Fund Loan.

A. Briarcliff Manor has made a pre-application to the Drinking Water State Revolving Fund ("DWSRF") for funding (the "Pre-application"), which Pre-application included work to be completed by Sleepy Hollow and the estimated construction cost to Sleepy Hollow. Any future applications to DWSRF by Briarcliff Manor will include the work to be completed by Sleepy Hollow in connection with upgrade of their water facilities, for a total loan of \$2.96 million (the "Loan"), as follows: (i) Sleepy Hollow water tank and distribution improvements with a capital cost of \$2 million, as same is set forth in the Pre-application, (ii) related costs, including

\$300,00.00 for engineering fees, \$200,000 for other expenses as specified by DWSRF, \$400,000 for contingencies, and \$60,000 for insurance costs.

B. Prior to receipt of the Loan proceeds by Sleepy Hollow, Sleepy Hollow shall either (i) if permitted by the New York State Loan administrator, enter into agreement directly with DWSRF or its State administrative agency for the Loan repayment, or (ii) if not so permitted, enter into agreement with Briarcliff Manor for the repayment of the Loan.

C. Sleepy Hollow shall pay its proportionate share of any fees in connection with the Loan, including, but not limited to, any fees imposed by DWSRF or its administering agency. Sleepy Hollow shall prepare all necessary documentation and execute any required documents in connection with obtaining the Loan.

19. Effect of this Agreement. This Agreement shall supercede and replace the First Agreement in all respects, and the First Agreement shall be null and void as of the date of execution by all parties to this Agreement.

20. Authority to Enter into Agreement. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of the Village of Briarcliff Manor and the Board of Trustees of the Village of Sleepy Hollow have authorized execution of this Agreement.

21. Waiver. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure to any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.

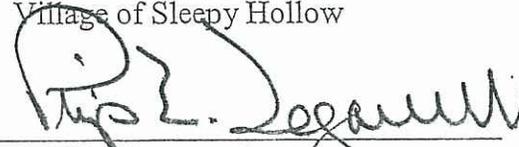
22. Entire Agreement. This Agreement contains the entire agreement between the parties and it can be modified or changed only by writing executed on behalf of the Village of Briarcliff Manor and Sleepy Hollow.

23. Notices. All notices required hereunder shall be sent by certified mail, return receipt requested or via overnight mail or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses here and above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed to the attention of the Village Manager or Village Administrator and to the Mayor of the Village receiving the Notice.

24. Laws Governing Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Village of Briarcliff Manor
By: 
Michael Blau, Village Manager

Village of Sleepy Hollow
By: 
Philip E. Zegarelli, Mayor

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

On the 5th day of January, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL BLAU, 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.


STEPHANIE BROLITI
Notary Public, State of New York
No. 01IP6016316
Qualified in Westchester County
Commission Expires: Nov. 16, 2006

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

On the 22nd day of December, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP E. ZEGARELLI, 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
SONJA M. GOLDSTEIN-SUSS
Notary Public, State of New York
No. 01GO4645042
Qualified in Dutchess County
Term Expires August 31, 2005

**ADDENDUM TO
AMENDED AND RESTATED AGREEMENT BETWEEN
THE VILLAGES OF BRIARCLIFF MANOR AND
SLEEPY HOLLOW CONCERNING WATER SUPPLY**

THIS ADDENDUM TO AGREEMENT made this 5th day of January, ²⁰⁰⁵~~2004~~ ("Agreement"), by and between the Village of Briarcliff Manor, a municipal corporation of the State of New York, having its offices at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 ("Briarcliff Manor") and the Village of Sleepy Hollow, a municipal corporation of the State of New York, having its offices at 28 Beekman Avenue, Sleepy Hollow, New York 10591 ("Sleepy Hollow").

WHEREAS, the parties to this Agreement have concurrently entered into an agreement entitled "Amended and Restated Agreement Between the Villages of Briarcliff Manor and Sleepy Hollow Concerning Water Supply", dated January 5, 200~~4~~⁵, (the "Amended and Restated Agreement"); and

WHEREAS, the parties to this Agreement desire to amend the Amended and Restated Agreement with the contents of this Addendum.

NOW, THEREFORE, in consideration of the premises and the provisions hereinafter set forth, the following constitutes a binding agreement between the parties.

1. **Modifying section 3 A. (2) of the Amended and Restated Agreement:** Sleepy Hollow shall also use its best efforts and enter into good faith negotiations with the DEP to modify its existing Agreement with the DEP to conform its provisions to the Amended and Restated Agreement, and will also use such efforts to obtain Tarrytown's consent thereto.

2. Condition Precedent. The obligations of Briarcliff Manor to (i) plan and construct the System Improvement Design, including but not limited to the obligations of Briarcliff Manor as set forth in Sections 3 and 4 of the Amended and Restated Agreement, (ii) provide an emergency supply of water as set forth in Section 5 of the Amended and Restated Agreement, and (iii) include Sleepy Hollow in any future applications to the DWSRF and otherwise assist in obtaining funds from DWSRF for Sleepy Hollow, as set forth in Section 18 of the Amended and Restated Agreement, are subject to and conditioned upon the fulfillment of the following conditions precedent: (a) Briarcliff Manor obtaining the consent of the DEP to the joint use of the Catskill Aqueduct Connection and (b) Sleepy Hollow executing an amended agreement with DEP if required by the DEP in order to obtain DEP's consent to the joint use of the Catskill Aqueduct Connection (collectively called the "Conditions Precedent"). If the Conditions Precedent do not occur, the only provisions of the Amended and Restated Agreement that shall remain in full force and effect shall be with regard to (i) the lease of the IBM Main by Briarcliff Manor to Sleepy Hollow, as provided in Section 6 of the Amended and Restated Agreement, (ii) the provision of necessary easements to Briarcliff Manor pursuant to Section 4. F. (1) of the Amended and Restated Agreement, (iii) provision of fifty (50) gallons per minute (gpm) by Sleepy Hollow to the Pocantico Residential Customers as provided in Sections 7 and 8 of the Amended and Restated Agreement, and (iv) Sections 2 C.(4), 2 C. (5), 10, 17, 19, 20, 21, 22, 23 and 24 of the Amended and Restated Agreement. In addition, if the Conditions Precedent do not occur, Briarcliff Manor shall have no tax liability to Sleepy Hollow as a result of any existing assets or water facilities to be constructed for Briarcliff Manor within Sleepy Hollow, provided that Briarcliff Manor shall restore any disturbed pavement to the standard specifications of Sleepy Hollow.

3. All definitions not defined herein shall have the same meaning as set forth in the Amended and Restated Agreement.

4. All other terms and conditions of the Amended and Restated Agreement shall remain in full force and effect and shall not be altered by this Addendum except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Village of Briarcliff Manor
By: [Signature]
Michael Blau, Village Manager

Village of Sleepy Hollow
By: [Signature]
Philip E. Zegarelli, Mayor

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

On the 5th day of January, in the year ²⁰⁰⁵ ~~2004~~, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL BLAU, 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.

[Signature]
Notary Public

STEPHANIE IPPOLITI
Notary Public, State of New York
No. 011P6016316
Qualified in Westchester County
Commission Expires: Nov. 16, 2006

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

On the 22nd day of December, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP E. ZEGARELLI, 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.

[Signature]
Notary Public
SONJA M. GOLDSTEIN-SUSS
Notary Public, State of New York
No. 01GO4845042
Qualified in Dutchess County
Term Expires August 31, ~~2005~~