

AGREEMENT

This is an Agreement among and between the **Hudson River-Black River Regulating District**, a public corporation having its principal address and place of business at 350 Northern Boulevard Suite 304, Albany, New York (District) and **Albany County**, a municipal subdivision of the State of New York, having its principal office and place of business at 112 State Street, Albany, New York; **Rensselaer County**, a municipal subdivision of the State of New York, having its principal office and place of business at 1600 7th Avenue, Troy, New York; **Saratoga County**, a municipal subdivision of the State of New York, having its principal office and place of business at 40 McMaster Street, Ballston Spa, New York; **Warren County**, a municipal subdivision of the State of New York, having its principal office and place of business at 1340 State Route 9, Lake George, New York; and **Washington County**, a municipal subdivision of the State of New York, having its principal office and place of business at 383 Broadway, Fort Edward, New York (Counties).

WITNESSETH:

WHEREAS, pursuant to Environmental Conservation Law (ECL) § 15-2103, the District maintains and operates certain reservoirs including the Great Sacandaga Lake and the Indian Lake Reservoir, both within the upper Hudson River watershed; and

WHEREAS, ECL § 15-2121 authorizes the District to apportion its costs among those benefited by such reservoirs; and

WHEREAS, on or about March 30, 2010, the District adopted a certain apportionment which divided among the Counties the District's annual Hudson River Area expenses less non-assessment income; and

WHEREAS, the apportionment was the subject of legal challenge commenced by the Counties in Saratoga County Supreme Court which resulting in a judgment entered on April 12, 2011 and ultimately concluded in an appeal to the Supreme Court Appellate Division, Third Department (*County of Albany, et al. v. HRBRRD*, 97 AD3d 61 (3d Dept. 2012)); and

WHEREAS, the Appellate Division invalidated the apportionment to the extent that the District failed to deduct from it the amount "chargeable to the State" and the Court remitted the matter back to the District for further administrative proceedings; and

WHEREAS, the District established a method for valuing the amount "chargeable to the State" and made a revised apportionment identifying the State's share as 11.96% which apportionment was subject to a Grievance Public Hearing commenced on September 21, 2012; and

WHEREAS, the Counties appeared and participated at the Public Hearing and identified a number of flaws in the District's calculation; and

WHEREAS, District Staff further considered the points raised by the Counties and further refined its review, ultimately proposing to the District Board that the "amount chargeable to the State" should be increased to 22.18% and the Counties together should be responsible for 77.82% of the District's annual Hudson River Area expenses less non-assessment income; and

WHEREAS, there still exists disagreement between the Counties and the District concerning the sufficiency of this refinement; and

WHEREAS, absent settlement, the Counties would have further administrative opportunity to contest the alleged flaws affecting the District's analysis in establishing

these amounts and would have the right to pursue further judicial challenge of any apportionment incorporating such amounts; and

WHEREAS, the Counties and District have been involved in this controversy for approximately three years and all believe that further litigation may not necessarily be in the public's best interest.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. APPORTIONMENT AND ALLOCATION

A. The District will assess the Counties annually based upon the District's Hudson River Area expenses. The District will calculate the fixed annual assessment by first determining its Hudson River Area expenses and deducting from that total all funds received from entities other than the Counties and, to the extent of the provision set forth at Paragraph III (F) below, the State. The resultant amount less the amount chargeable to the State is then set forth as the amount to be assessed against the Counties for each of the three (3) years in the ensuing District budget cycle.

B. Until such time as the District adopts any subsequent apportionment, the State's allocated share of District expenses in the Hudson River Area shall be 22.18% and the Counties' allocated share shall be 77.82%. Each County's proportionate share of the District's Hudson River Area fixed annual assessment shall be as follows:

| | Share of Counties' 77.82% portion |
|-------------------|--------------------------------------|
| Albany County | 34.5579% |
| Rensselaer County | 18.1172% |
| Saratoga County | 34.5950% |
| Warren County | 8.1129% |
| Washington County | 4.6170% |

II. OUTSTANDING ASSESSMENTS

A. Full Satisfaction of Outstanding Assessments The parties agree that all outstanding assessments against the Counties through and including the District's 2009-2010, 2010-2011 and 2011-2012 assessments will be satisfied in full upon payment by the Counties of \$3.5 Million Dollars (\$3,500,000). Payment will be made by the Counties on or before March 15, 2013.

B. Individual Portion of Outstanding Assessments Each County's individual liability for all outstanding assessments is as follows:

| | |
|-------------------|----------------|
| Albany County | \$1,209,526.50 |
| Rensselaer County | \$ 634,102.00 |
| Saratoga County | \$1,210,825.00 |
| Warren County | \$ 283,951.50 |
| Washington County | \$ 161,595.00 |

Each County shall be severally liable for only its share of the outstanding assessment amounts and no County shall be held jointly liable for any other County's portion.

III. FUTURE ASSESSMENTS

A. Annual Assessment Amounts For the assessments arising during the District's 2012-2015 and 2015-2018 budget cycles, the total of each year's assessments will be no greater than \$2,994,100.

B. Individual Assessments Each Counties' individual annual assessment liability for each of the District's 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017 and 2017-2018 budget years will be no greater than the following:

| | |
|-------------------|-------------|
| Albany County | \$1,034,698 |
| Rensselaer County | \$ 542,447 |
| Saratoga County | \$1,035,809 |
| Warren County | \$ 242,908 |
| Washington County | \$ 138,238 |

Each County shall be severally liable for only its share of the assessment amounts and no County shall be held jointly liable for any other County's portion.

C. Payment Schedule Subject to the exceptions set forth below, the Counties shall make three payments of \$2,994,100 to the District no later than March 31, 2013, October 31, 2013 and October 31, 2014. Thereafter, the District shall issue annual assessments and the Counties shall make timely payment on or before October 31st of each year.

D. Exceptions to Payment Schedule

1. Saratoga County

a. The District currently has an obligation to pay to Saratoga County the sum of \$2,804,190.47 representing unpaid real property taxes assessed against District property for tax years covering 2009-2012 and \$959,814.26 representing unpaid 2012 school taxes and 2013 property taxes assessed against District property. The District also has an ongoing obligation to pay school taxes and real property taxes to be assessed annually against District property.

b. Rather than making payment to the District as set forth in Sections II and III above, Saratoga County will credit the District the sum owed by Saratoga County upon each of the above payment dates. The District will also remit to Saratoga County an additional payment of \$500,000 toward its tax obligations on or about June 30, 2013. The District's outstanding debt will continue to diminish on each successive payment date until on or about June 30, 2015, when the District will make a final lump sum payment to Saratoga County in satisfaction of its remaining outstanding tax obligation. Thereafter, Saratoga County shall make regular payments as set forth above.

2. Rensselaer County Rensselaer County shall make its initial payment to the District for the outstanding assessments through and including the District's 2011-2012 assessment on or before March 15, 2013. Rensselaer County shall pay its share of the District's 2012-2013 assessment on or before March 31, 2013. Thereafter, beginning with the 2013-2014 assessment, Rensselaer County shall make such payment on or before January 31, 2014 and will make each successive annual assessment payment by January 31st of each successive calendar year.

E. 2% "Assessment Cap" Following the 2015-2018 Budget Cycle Pursuant to Chapter 97 of the Laws of 2011 Part A §1, codified at General Municipal Law § 3-c, the Counties are subject to a "tax cap" of 2% imposed by the State of New York. The District's three-year budget cycle gives rise to three equal annual assessments per cycle with no statutory or regulatory limit in place to control any increase in assessment amounts between budget cycles. The District agrees that no

assessment after the 2015-2018 budget cycle will exceed the previous assessment amount by more than 2%. However, in order to provide for stability between future budget cycles and comply with this 2% cap, the District may apply any unused portion of assessment income in any given budget cycle to the following budget cycle rather than directly reducing subsequent County assessments.

Notwithstanding the foregoing, the District will not be subject to this 2% assessment cap in the event of emergency circumstances and/or upon rescission of the "tax cap" imposed by the State.

F. The District's audited balance sheet reflects an outstanding debt from the State in the amount of Two Million Six Hundred Thirty-Eight Thousand Forty-Eight Dollars (\$2,638,048). Therefore, to the extent, if any, that the State makes payments to the District in excess of its 22.18% share, any such payments will not be directly applied to offset County obligations in the manner described in Paragraph I(A) above until such excess payments surpass the amount of Two Million Six Hundred Thirty-Eight Thousand Forty-Eight Dollars (\$2,638,048). At all times, any amounts received from the State in excess of this figure and all non-assessment income shall be directly credited against amounts subject to assessment to the Counties in the subsequent budget cycle.

G. Minimize Future Assessments The District will exercise its best efforts to maximize the net funds received from other revenue sources including but not limited to the State, hydroelectric companies and any other commercial users deriving benefit from impoundments within the District's boundaries. The District will pursue all reasonable and appropriate avenues to reduce or eliminate its real property tax obligations and the Counties agree to support such efforts. Subject

only to the provisions of Paragraph III(F) above, to the extent the District is able to obtain additional funding, the Counties' monetary obligations to the District will be directly reduced by the amounts of such funding.

IV. NO INTEREST CHARGED ON "PAST DUE" DEBT

A. The District will not assess any interest or penalty payments upon any past due assessments paid by the Counties as set forth above.

B. Saratoga County will not assess any interest or penalty payments upon any outstanding District tax liability paid as set forth above.

V. CONSENTS

This Agreement shall constitute a Consent on the part of the Counties pursuant to ECL § 15-2121(7) and § 15-2121(8) and shall be delivered to the District no later than its March 12, 2013 Board Meeting.

VI. CONSIDERATION

A. The Counties will forgo further administrative challenge to the District's determination of 22.18% as the amount "chargeable to the State" and shall further forgo their right to commence legal challenge to such determination.

B. The District will forgo assessing, collecting or making any efforts to collect full amounts that could otherwise have been alleged due from the Counties for outstanding assessments and shall further limit current and future assessments in the manner set forth above.

VII. CONDITION PRECEDENT

No party will be bound by the terms contained in this Agreement unless or until the following occurs:

A. Fulton and Hamilton Counties agree to accept payment of their respective money judgments entered in their favor in actions commenced against the District in Fulton County Supreme Court bearing Index Numbers 2012-00425 and 2012-00430 in two equal installments from the District. The first installment payments will be made by the District on or before March 15, 2013 and the second installment payments will be made by the District on or before March 1, 2014.

B. Fulton and Hamilton Counties agree to forgo any and all interest and/or penalties (including post-judgment interest) to which they might otherwise be entitled arising out of their judgments referenced above.

C. Approval by the New York State Department of Environmental Conservation pursuant to ECL Article 15.

D. The provisions set forth in this Section are intended as conditions precedent to the obligations of the parties to this Agreement. Neither the New York State Department of Environmental Conservation, Fulton County nor Hamilton County are third-party beneficiaries in or to this Agreement.

VIII. APPROVAL BY THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Approval by the New York State Department of Environmental Conservation shall not constitute any binding legal obligation on the part of the State to make any payment to the District, whether past, present or future.

IX. CONSTRUCTION

Construction of this Agreement shall be governed by the laws of the State of New York. Any waiver by any party of any provision or condition set forth herein may not be construed as a waiver of any subsequent breach of that same provision or condition.

X. ENTIRE AGREEMENT

The terms and conditions of this Agreement represent the final intent of the parties. Any modifications, rescissions or waivers will be effective only if written and executed by all of the parties.

XI. EFFECTIVE DATE

This Agreement shall take effect upon approval by the New York State Department of Environmental Conservation following execution by the respective parties. By executing this Agreement, all parties represent that they have obtained all necessary approvals to make this Agreement binding and effective.

XII. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated.

ALBANY COUNTY

RENSSELAER COUNTY

By: Daniel P. McCoy
Daniel P. McCoy, County Executive

Date 7/8/13

By: _____
Kathleen M. Jimino, County Executive

Date _____

Acceptable as to form and content

Acceptable as to form and content

Thomas Marcelle
Thomas Marcelle, Esq., County Attorney

Stephen Pechenik, Esq., County Attorney

SARATOGA COUNTY

WARREN COUNTY

By: Alan R. Grattidge 7/8/13
Alan R. Grattidge, Chair Date
Saratoga County Board of Supervisors
Pursuant to Resolution 51-13

By: _____
Kevin Geraghty, Chairperson Date
Warren County Board of Supervisors

Acceptable as to form and content

Acceptable as to form and content

Stephen M. Dorsey
Stephen Dorsey, Esq., County Attorney

Martin Auffredou, Esq., County Attorney

WASHINGTON COUNTY

HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

By: _____
John Rymph, Chairperson Date
Washington County Board of Supervisors

By: _____
David Berkstresser, Chairperson Date

Acceptable as to form and content

Roger Wickes, Esq., County Attorney

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated.

ALBANY COUNTY

By: _____
Daniel P. McCoy, Date
County Executive

RENSSELAER COUNTY

By: Kathleen M. Jimino 3/8/13
Kathleen M. Jimino Date
County Executive

Acceptable as to form and content

Thomas Marcelle, Esq., County Attorney

Acceptable as to form and content

Stephen Pechenik 3/8/13
Stephen Pechenik, Esq., County Attorney

SARATOGA COUNTY

By: _____
Alan Grattidge, Chairperson Date
Saratoga County Board of Supervisors

Acceptable as to form and content

Stephen Dorsey, Esq., County Attorney

WARREN COUNTY

By: _____
Kevin Geraghty, Chairperson Date
Warren County Board of Supervisors

Acceptable as to form and content

Martin Auffredou, Esq., County Attorney

WASHINGTON COUNTY

By: _____
John Rymph, Chairperson Date
Washington County Board of Supervisors

Acceptable as to form and content

Roger Wickes, Esq., County Attorney

HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

By: _____
David Berkstresser, Chairperson Date

Approved by the
Rensselaer County Bureau of Budget

Stacey A. Farrar
Stacey A. Farrar 3/7/13
Director of Budget

Approved as to form

Stephen A. Pechenik 11 3/7/13
STEPHEN A. PECHENIK
Rensselaer County Attorney

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated.

ALBANY COUNTY

By: _____
Daniel P. McCoy, Date
County Executive

Acceptable as to form and content

Thomas Marcelle, Esq., County Attorney

RENSSELAER COUNTY

By: _____
Kathleen M. Jimino, Date
County Executive

Acceptable as to form and content

Stephen Pechenik, Esq., County Attorney

SARATOGA COUNTY

By: _____
Alan Grattidge, Chairperson Date
Saratoga County Board of Supervisors

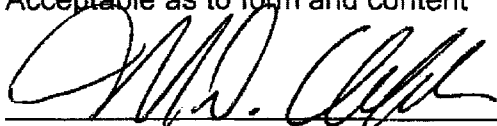
Acceptable as to form and content

Stephen Dorsey, Esq., County Attorney

WARREN COUNTY

By: W.B. Magly 3/8/13
Kevin Geraghty, Chairperson Date
Warren County Board of Supervisors

Acceptable as to form and content



Martin Auffredou, Esq., County Attorney

WASHINGTON COUNTY

By: _____
John Rymph, Chairperson Date
Washington County Board of Supervisors

Acceptable as to form and content

Roger Wickes, Esq., County Attorney

**HUDSON RIVER-BLACK RIVER
REGULATING DISTRICT**

By: _____
David Berkstresser, Chairperson Date

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated.

ALBANY COUNTY

RENSSELAER COUNTY

By: _____
Daniel P. McCoy, Date
County Executive

By: _____
Kathleen M. Jimino, Date
County Executive

Acceptable as to form and content

Acceptable as to form and content

Thomas Marcelle, Esq., County Attorney

Stephen Pecherik, Esq., County Attorney

SARATOGA COUNTY

WARREN COUNTY

By: _____
Alan Grattidge, Chairperson Date
Saratoga County Board of Supervisors

By: _____
Kevin Geraghty, Chairperson Date
Warren County Board of Supervisors

Acceptable as to form and content

Acceptable as to form and content

Stephen Dorsey, Esq., County Attorney

Martin Auffredou, Esq., County Attorney

WASHINGTON COUNTY

HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

By: John Rymph 3/11/13
John Rymph, Chairperson Date
Washington County Board of Supervisors

By: _____
David Berkstresser, Chairperson Date

Acceptable as to form and content

Roger Wickes, Esq., County Attorney

SARATOGA COUNTY

By: _____
Alan Grattidge, Chairperson Date
Saratoga County Board of Supervisors

Acceptable as to form and content

Stephen Dorsey, Esq., County Attorney

WARREN COUNTY

By: _____
Kevin Geraghty, Chairperson Date
Warren County Board of Supervisors

Acceptable as to form and content

Martin Auffredou, Esq., County Attorney

WASHINGTON COUNTY

By: _____
John Rymph, Chairperson Date
Washington County Board of Supervisors

Acceptable as to form and content

Roger Wickes, Esq., County Attorney

**HUDSON RIVER-BLACK RIVER
REGULATING DISTRICT**

By: [Signature] 3/12/2013
David Berkstresser, Chairperson Date

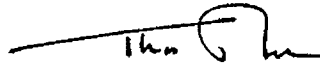
STATE OF NEW YORK)
)ss.:
COUNTY OF ALBANY)

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DANIEL P. MCCOY, 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

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

On this 5th day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DANIEL P. MCCOY, 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

THOMAS MARCELLE
Notary Public, State of New York
No. 02MA6069783
Qualified in Albany County
Commission Expires June 27, 20__

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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared KATHLEEN M. JIMINO, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this 9th day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared ALAN GRATTIDGE, 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

PAMELA A. HARGRAVE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HAG00116
Qualified in Saratoga County
Commission Expires December 13, 2014

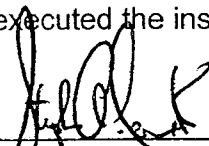
STATE OF NEW YORK)
)ss.:
COUNTY OF ALBANY)

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DANIEL P. MCCOY, 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

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

On this 8th day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared KATHLEEN M. JIMINO, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STEPHEN A. PECHENIK
Notary Public, State of New York
Qualified in Rensselaer County
Commission Expires April 30, 2014
Registration No. 02PE4684612

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


On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared ALAN GRATTIDGE, 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

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

On this 8th day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared KEVIN GERAGHTY, 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.

SHELLY VAN NOSTRAND
Notary Public, State of New York
No. 01VA4964628
Qualified in Warren County
Commission Expires April 2, 2014



Notary Public

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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared JOHN RYMPH, 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

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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DAVID BERKSTRESSER, 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

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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared KEVIN GERAGHTY, 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

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

On this 11th day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared JOHN RYMPH, 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.

Joy R. Bedeaux

Notary Public

JOY R. BEDEAUX
Notary Public, State of New York
No. 013E606297
Qualified in Washington County
Commission Expires November 13, 2013

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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DAVID BERKSTRESSER, 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

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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared KEVIN GERAGHTY, 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


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

On this ____ day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared JOHN RYMPH, 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

STATE OF NEW YORK)
)ss.:
COUNTY OF *Albany*)

On this 12 day of March, 2013, before me, the undersigned, a notary public in and for said state, personally appeared DAVID BERKSTRESSER, 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.


ROBERT R. LEBLIE
Notary Public, State of New York
No. 02LE6650798
Notary Public Qualified in Albany County My Commission Expires 11-13-20 14