

5. Lewis Farm has become a showcase for the Cornell cooperative extension and has, through example, contributed to four neighboring farms having become organic as well. Lewis Farm has a strong reputation which has allowed for students and apprentices, both from the United States and international, to work for academic credit in their agricultural programs.

6. Lewis Farm provides employment and education to members of its community and beyond and is highly regarded in both local, national and international agricultural and environmental communities. Lewis Farm was approached by the government of Nepal to host four farmers from Nepal so that they may learn the methods of sustainable, organic farming. The Nepali farmers are scheduled to arrive in the fall of 2007.

7. Lewis Farm has made significant capital investments to its operations in its efforts to remain economically viable. One of the last capital improvement projects Lewis Farm has left is to build staff homes, which was to have been completed by early summer, 2007 (the "Housing Project").

8. Lewis farm previously removed fifteen housing units from its property. Since that time, it has replaced only two. The four units Lewis Farm now seeks to replace via the Housing Project is to provide much needed farm housing for key and critical farm employees and student interns while they work on the Lewis Farm.

9. Once complete, each unit of the Housing Project will provide housing for key and critical Lewis Farm workers.

10. When I was informed by Mark McKenna, the project manager, that the APA may assert jurisdiction over the Housing Project, I contacted John Quinn, the Environmental Programs Specialist at the APA to see what he wanted Lewis Farm to do.

11. Subsequently, Mr. McKenna provided me with the permitting papers he had obtained from the APA. Only when I again called Mr. Quinn with questions pertaining to the permitting papers, did he inform me that the matter was before APA's enforcement division, and that he could, therefore, not speak to me further about any permit or the project.

12. The interruption of the Housing Project because of the APA's asserted jurisdiction, has caused Lewis Farm significant damage including, without limitation, continuation of payments to the project manager, reputational damage, and Lewis Farm interns having to be housed off site in housing that is insufficient as a long-term solution, as well as attorneys' fees incurred in negotiating with the APA. Such monetary damages have exceeded \$30,000.

13. In addition, the modular housing units were constructed in Canada and shipped to New York to be placed on the newly built foundations. The manufacturer's contractors are only available, however, through June 30, 2007 for the installation. To the extent Lewis Farm is forced to hire another contractor to install the units, it risks losing the warranty to which it would otherwise be entitled.


14. To the extent Lewis Farm is forced to hire substitute laborers, it will suffer the consequences of an expected language barrier between the new laborers and manufacturer, who only speaks French. This will surely cause further delays, and may result in decreased quality in the completed project.

15. In addition, it is necessary to weatherize the units once they are placed on the foundations. To the extent the APA's interference causes this process to be interrupted or delayed, such will cause Lewis Farm irreparable harm in that construction quality and/or warranty will be sacrificed.

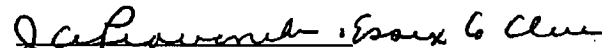
16. The monetary penalty the APA seeks to impose on Lewis Farm will cause a significant hardship to the farm. Lewis Farm is presently striving to become a profitable organic farm. The penalty, along with the costs already incurred by Lewis Farm in dealing with the APA, seriously undermines these efforts.

17. Moreover, if Lewis Farm becomes unable to provide housing for its workers, it will be forced to liquidate its cattle since there will be no one to care for the herd.

18. I believe Lewis Farm will suffer irreparable injury if the requested injunctive relief, both temporary and permanent, is not granted.


Barbara Lewis

Sworn to before me, this
3rd day of July, 2007.


Notary Public Term ex 12/31/07

*Barbara
N.P.*