

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549
FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE
ACT OF 1934

For the quarterly period ended September 30, 2000.

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE
ACT OF 1934

For the transition period from _____ to _____.

COMMISSION FILE NUMBER 0-14703

NBT BANCORP INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE

16-1268674

(State of Incorporation) (I.R.S. Employer Identification No.)

52 SOUTH BROAD STREET NORWICH, NEW YORK 13815

(Address of Principal Executive Offices)(Zip Code)

Registrant's Telephone Number, Including Area Code: (607) 337-2265

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for shorter periods that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No

As of October 31, 2000, there were 23,692,625 shares outstanding of the Registrant's common stock, \$0.01 par value.
There were no shares of the Registrant's preferred stock, par value \$0.01, outstanding at that date.

An index to exhibits follows the signature page of this FORM 10-Q.

NBT BANCORP INC.

FORM 10-Q--Quarter Ended September 30, 2000

TABLE OF CONTENTS

PART I FINANCIAL INFORMATION

Item 1 Interim Financial Statements (Unaudited)

Consolidated Balance Sheets at September 30, 2000, December 31, 1999 (Audited), and September 30, 1999

Consolidated Statements of Income for the three month and nine month periods ended September 30, 2000 and 1999

Consolidated Statements of Stockholders' Equity for the nine month periods ended September 30, 2000 and 1999

Consolidated Statements of Cash Flows for the nine month periods ended September 30, 2000 and 1999

Consolidated Statements of Comprehensive Income for the three month and nine month periods ended September 30, 2000 and 1999

Notes to Unaudited Interim Consolidated Financial Statements

Item 2 Management's Discussion and Analysis of Financial Condition and Results of Operations

Item 3 Quantitative and Qualitative Disclosures About Market Risk
Information called for by Item 3 is contained in the Liquidity and Interest Rate Sensitivity Management section of the Management Discussion and Analysis.

PART II OTHER INFORMATION

Item 1 Legal Proceedings

Item 2 Changes in Securities

Item 3 Defaults Upon Senior Securities

Item 4 Submission of Matters to a Vote of Security Holders

Item 5 Other Information
Item 6 Exhibits and Reports on FORM 8-K

SIGNATURES

INDEX TO EXHIBITS

NBT BANCORP INC. AND SUBSIDIARIES CONSOLIDATED BALANCE SHEETS	SEPTEMBER 30, 2000	December 31, 1999	September 30, 1999
(in thousands, except share and per share data)	(UNAUDITED)		(Unaudited)
ASSETS			
Cash and cash equivalents	\$ 76,325	\$ 79,629	\$ 73,585
Securities available for sale, at fair value	590,895	606,727	628,962
Securities held to maturity (fair value-\$104,742, \$109,147 and \$110,473)	107,320	113,318	113,521
Loans	1,667,633	1,466,867	1,424,073
Less allowance for loan losses	(22,682)	(19,711)	(19,101)
Net loans	1,644,951	1,447,156	1,404,972
Premises and equipment, net	44,308	47,097	46,744
Other assets	95,265	86,280	85,246
TOTAL ASSETS	\$2,559,064	\$2,380,207	\$2,353,030
LIABILITIES AND STOCKHOLDERS' EQUITY			
Deposits:			
Demand (noninterest bearing)	\$ 284,600	\$ 267,895	\$ 264,537
Savings, NOW, and money market	632,809	605,334	599,221
Time	1,019,074	903,862	875,855
Total deposits	1,936,483	1,777,091	1,739,613
Short-term borrowings	154,162	142,267	147,304
Long-term debt	236,418	251,970	253,774
Other liabilities	25,018	17,407	17,746
Total liabilities	2,352,081	2,188,735	2,158,437
Stockholders' equity:			
Preferred stock, \$0.01 par value at September 30, 2000, no par, stated value \$1.00 at December 31, 1999 and September 30, 1999; shares authorized - 2,500,000	-	-	-
Common stock, \$0.01 par value and 30,000,000 authorized at September 30, 2000, no par, stated value \$1.00 and 15,000,000 authorized at December 31, 1999 and September 30, 1999; issued 24,213,882, 23,786,450, and 23,156,087 at September 30, 2000, December 31, 1999 and September 30, 1999, respectively	242	23,786	23,156
Additional paid-in-capital	184,915	156,112	145,233
Retained earnings	48,030	44,949	54,167
Accumulated other comprehensive loss	(14,921)	(21,710)	(15,182)
Common stock in treasury at cost, 521,257, 538,936, and 590,489 shares at September 30, 2000, December 31, 1999 and September 30, 1999, respectively	(11,283)	(11,665)	(12,781)
Total stockholders' equity	206,983	191,472	194,593
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$2,559,064	\$2,380,207	\$2,353,030

See notes to unaudited interim consolidated financial statements.

NBT BANCORP INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF INCOME	Three months ended September 30,		Nine months ended September 30,	
	2000	1999	2000	1999
(in thousands, except per share data) (Unaudited)				
Interest and dividend income:				
Loans	\$36,472	\$29,780	\$103,059	\$85,451
Securities - available for sale	10,137	10,608	31,006	29,615
Securities - held to maturity	1,524	1,555	4,657	4,597
Other	768	576	1,864	1,835
Total interest and fee income	48,901	42,519	140,586	121,498
Interest expense:				
Deposits	19,038	14,097	52,830	41,480
Short-term borrowings	2,441	1,879	6,771	4,329
Long-term debt	3,352	3,478	10,133	9,384
Total interest expense	24,831	19,454	69,734	55,193
Net interest income	24,070	23,065	70,852	66,305
Provision for loan losses	1,619	1,325	5,418	3,860
Net interest income after provision for loan losses	22,451	21,740	65,434	62,445
Noninterest income:				
Service charges on deposit accounts	2,208	2,048	6,365	5,786
Broker/dealer fees	1,009	-	1,573	-
Trust	784	835	2,455	2,505
Net securities gains	137	838	143	1,802
Other	1,485	1,491	4,325	4,640
Total noninterest income	5,623	5,212	14,861	14,733
Noninterest expense:				
Salaries and employee benefits	9,034	7,756	25,605	22,409
Office supplies and postage	660	643	2,062	2,171
Occupancy	1,342	1,279	4,172	3,858
Equipment	1,374	1,329	4,217	3,900
Professional fees and outside services	1,455	872	3,536	2,697
Data processing and communications	1,167	1,225	3,638	3,546
Amortization of intangible assets	445	329	1,159	1,003
Merger and acquisition costs	2,687	250	6,583	269
Other operating	1,974	2,335	6,568	5,859
Total noninterest expense	20,138	16,018	57,540	45,712
Income before income taxes	7,936	10,934	22,755	31,466
Income taxes	2,781	3,915	8,251	11,029
NET INCOME	\$ 5,155	\$ 7,019	\$14,504	\$20,437
Earnings per share:				
Basic	\$ 0.22	\$ 0.30	\$ 0.62	\$ 0.88
Diluted	\$ 0.22	\$ 0.30	\$ 0.62	\$ 0.87

All per share data has been restated to give retroactive effect to stock dividends and splits.

See notes to unaudited interim consolidated financial statements.

NBT BANCORP INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)

	Common Stock	Additional Paid-in- Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total
(in thousands, except share and per share data)						
BALANCE AT DECEMBER 31, 1998	\$23,188	\$146,823	\$43,253	\$ 3,736	\$(12,962)	\$204,038
Net income			20,437			20,437
Cash dividends - \$0.486 per share			(9,507)			(9,507)
Payment in lieu of fractional shares			(16)			(16)
Purchase of 341,763 treasury shares					(6,373)	(6,373)
Issuance of 317,973 shares to employee benefit and other stock plans	96	12			4,824	4,932
Retirement of 128,263 treasury shares	(128)	(1,602)			1,730	
Other comprehensive loss				(18,918)		(18,918)
BALANCE AT SEPTEMBER 30, 1999	\$23,156	\$145,233	\$54,167	\$(15,182)	\$(12,781)	\$194,593
BALANCE AT DECEMBER 31, 1999	\$23,786	\$156,112	\$44,949	\$(21,710)	\$(11,665)	\$191,472
Net income			14,504			14,504
Cash dividends - \$0.510 per share			(11,400)			(11,400)
Payment in lieu of fractional shares			(23)			(23)
Issuance of 24,122 shares to employee benefit and other stock plans	6	(146)			382	242
Change of \$1.00 stated value per share to \$0.01 value per share	(23,554)	23,554				
Issuance of 420,989 shares to purchase M. Griffith, Inc.	4	4,792				4,796
Tax benefit from stock options		603				603
Other comprehensive income				6,789		6,789
BALANCE AT SEPTEMBER 30, 2000	\$ 242	\$184,915	\$48,030	\$(14,921)	\$(11,283)	\$206,983

See notes to unaudited interim consolidated financial statements.

Note:
Dividend per share data represents historical dividends per share of NBT Bancorp
Inc. stand-alone and have been adjusted for stock dividends.

NBT BANCORP INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

Nine Months Ended September 30,
2000 1999

(in thousands)

(Unaudited)

OPERATING ACTIVITIES:

Net income	\$ 14,504	\$ 20,437
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for loan losses	5,418	3,860
Depreciation of premises and equipment	3,727	3,575
Net accretion on securities	(188)	(766)
Amortization of intangible assets	1,159	1,003
Proceeds from sales of loans originated for sale	10,947	25,823
Origination and purchases of loans held for sale	(8,169)	(22,553)
Net gain on sales of loans	(82)	(336)
Net loss on disposal of premises and equipment	39	-
Net loss (gain) on sale of other real estate owned	99	(415)
Writedown of other real estate owned	235	157
Net realized gains on sales of securities	(143)	(1,802)
Increase in other assets	(6,778)	(672)
Increase in other liabilities	7,794	76

Net cash provided by operating activities 28,562 28,387

INVESTING ACTIVITIES:

Net cash provided by acquisitions	33,170	-
Securities available for sale:		
Proceeds from maturities	30,911	79,071
Proceeds from sales	10,270	107,473
Purchases	(12,148)	(248,919)
Securities held to maturity:		
Proceeds from maturities	25,416	28,223
Purchases	(21,316)	(32,342)
Net increase in loans	(207,013)	(154,517)
Purchase of premises and equipment, net	(499)	(5,652)
Proceeds from sales of other real estate owned	1,463	2,519

Net cash used in investing activities (139,746) (224,144)

FINANCING ACTIVITIES:

Net increase in deposits	122,718	75,306
Net increase in short-term borrowings	11,895	47,432
Proceeds from issuance of long-term debt	5,000	75,000
Repayments of long-term debt	(20,552)	(5,194)
Proceeds from issuance of common stock to stock plan	242	4,932
Purchase of treasury stock	-	(6,373)
Cash dividends and payment for fractional shares	(11,423)	(9,523)

Net cash provided by financing activities 107,880 181,580

Net decrease in cash and cash equivalents (3,304) (14,177)
Cash and cash equivalents at beginning of period 79,629 87,762

CASH AND CASH EQUIVALENTS AT END OF PERIOD \$ 76,325 \$ 73,585

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: Cash paid during the period

for:		
Interest	\$ 60,970	\$ 54,613
Income taxes	8,276	10,895

See notes to interim consolidated financial statements.

NBT BANCORP INC, AND SUBSIDIARIES

Nine Months Ended September 30,

SUPPLEMENTAL SCHEDULE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:

2000 1999

(in thousands)

(Unaudited)

Loans transferred to other real estate owned	\$ 1,104	\$ 1,761
Fair value of assets acquired	1,068	-
Fair value of liabilities assumed	37,094	-
COMMON STOCK ISSUED FOR ACQUISITIONS	4,796	-

See notes to interim consolidated financial statements.

NBT BANCORP INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)	Three months ended		Nine months ended	
	September 30, 2000	September 30, 1999	September 30, 2000	September 30, 1999
(in thousands)	(Unaudited)			
Net Income	\$ 5,155	\$ 7,019	\$14,504	\$ 20,437
Other comprehensive income, net of tax				
Unrealized holding gains (losses) arising during period [pre-tax amounts of \$8,572, \$(6,097), \$11,115 and \$(28,696)]	5,345	(3,769)	6,874	(17,831)
Less: Reclassification adjustment for net gains included in net income [pre-tax amounts of \$(137), \$(838), \$(143) and \$(1,802)]	(81)	(497)	(85)	(1,087)
Total other comprehensive income (loss)	5,264	(4,266)	6,789	(18,918)
Comprehensive income	\$10,419	\$ 2,753	\$21,293	\$ 1,519

See notes to unaudited interim consolidated financial statements.

BASIS OF PRESENTATION

The accompanying unaudited interim consolidated financial statements include the accounts of NBT Bancorp Inc. (the Registrant) and its wholly-owned subsidiaries, NBT Bank, N.A. (NBT), LA Bank, N.A. (LA), Pioneer American Bank, N.A. (Pioneer American) and NBT Financial Services, Inc. All intercompany transactions have been eliminated in consolidation. Amounts in the prior period financial statements are reclassified whenever necessary to conform to current period presentation.

The consolidated balance sheet at December 31, 1999 has been derived from the audited supplemental consolidated balance sheet at that date, which appears in the Current Report on Form 8-K filed on August 1, 2000. The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to FORM 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and nine month periods ended September 30, 2000 are not necessarily indicative of the results that may be expected for the year ending December 31, 2000. For further information, refer to the consolidated financial statements and footnotes thereto included in the Registrant's annual report on FORM 10-K for the year ended December 31, 1999 and the supplemental consolidated financial statements and notes thereto referred to above. The September 30, 1999 unaudited interim consolidated financial statements have been restated to give effect to the mergers with Lake Ariel Bancorp, Inc. and Pioneer American Holding Company Corp., which closed on February 17, 2000 and July 1, 2000, respectively, and were accounted for as poolings-of-interest.

EARNINGS PER SHARE

Basic earnings per share excludes dilution and is computed by dividing income available to common shareholders by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the entity. All share and per share data has been adjusted retroactively for stock dividends and splits.

The following is a reconciliation of basic and diluted earnings per share for the periods presented in the consolidated income statements.

Three months ended September 30,	2000	1999
(in thousands, except per share data)		
Basic EPS:		
Weighted average common shares outstanding	23,692	23,076
Net income available to common shareholders	\$ 5,155	\$ 7,019
Basic EPS	\$ 0.22	\$ 0.30
Diluted EPS:		
Weighted average common shares outstanding	23,692	23,076
Dilutive common stock options	17	300
Weighted average common shares and common share equivalents	23,709	23,376
Net income available to common shareholders	\$ 5,155	\$ 7,019
Diluted EPS	\$ 0.22	\$ 0.30
Nine months ended September 30,		
(in thousands, except per share data)		
Basic EPS:		
Weighted average common shares outstanding	23,476	23,104
Net income available to common shareholders	\$14,504	\$20,437
Basic EPS	\$ 0.62	\$ 0.88
Diluted EPS:		
Weighted average common shares outstanding	23,476	23,104
Dilutive common stock options	71	323
Weighted average common shares and common share equivalents	23,547	23,427
Net income available to common shareholders	\$14,504	\$20,437
Diluted EPS	\$ 0.62	\$ 0.87

There were 944,690 stock options for the quarter ended September 30, 2000 and 219,672 stock options for the quarter ended September 30, 1999 that were not considered in the calculation of diluted earnings per share since the stock options' exercise price was greater than the average market price during these periods. There were 791,174 stock options for the nine month period ended September 30, 2000 and 217,572 stock options for the nine month period ended September 30, 1999 that were not considered in the calculation of diluted earnings per share since the stock options' exercise price was greater than the average market price during these periods.

MERGERS AND ACQUISITIONS

On February 17, 2000, Lake Ariel Bancorp, Inc. (Lake Ariel), the parent company of LA Bank, N.A., merged with and into NBT Bancorp Inc. with each issued and

outstanding share of Lake Ariel exchanged for 0.9961 shares of NBT Bancorp Inc. common stock. The transaction resulted in the issuance of 5.0 million shares of NBT Bancorp Inc. common stock, bringing the Company's outstanding shares to 18.1 million after the merger. The merger results in NBT Bancorp Inc. being the surviving holding company for NBT Bank, N.A. and LA Bank, N.A., and NBT Financial Services, Inc. The merger is being accounted for as a pooling-of-interests and qualifies as a tax-free exchange for Lake Ariel shareholders. LA Bank, N.A. is a commercial bank headquartered in northeast Pennsylvania with twenty-two branch offices in five counties and approximately \$570 million in assets at December 31, 1999.

On July 1, 2000, Pioneer American Holding Company Corp., the parent company of Pioneer American Bank, N.A., merged with and into NBT Bancorp Inc. The merger is being accounted for as a pooling-of-interests and qualifies as a tax-free exchange for Pioneer American shareholders. Shareholders of Pioneer American received 1.805 shares of NBT Bancorp Inc., resulting in the issuance of 5.2 million shares of NBT Bancorp Inc. common stock bringing the Company's outstanding shares to 23.7 million after the merger. The merger results in NBT Bancorp Inc. being the surviving holding company for NBT Bank, N.A., LA Bank, N.A., Pioneer American Bank, N.A., and NBT Financial Services, Inc. Pioneer American Bank, N.A. is a full service commercial bank with total assets of approximately \$418 million at June 30, 2000 and seventeen branches in northeast Pennsylvania. Pioneer American Bank, N.A. will ultimately be merged together with LA Bank, N.A. to form the largest community bank headquartered in northeast Pennsylvania.

On May 5, 2000, NBT Bancorp Inc. completed the purchase of M. Griffith, Inc., a Utica, New York based securities firm offering investment advisor and asset-management services, primarily in the Mohawk Valley region. In the transaction, \$3.3 million was recognized as goodwill. M. Griffith, Inc., a full-service broker/dealer and a Registered Investment Advisor, is a wholly-owned subsidiary of NBT Financial Services, Inc. NBT Financial Services, Inc. was created in September of 1999 to concentrate on expanding NBT Bancorp Inc.'s menu of financial services.

On June 2, 2000, NBT Bancorp Inc.'s subsidiary (LA Bank, N.A.) purchased two branches from Mellon Bank, recognizing the \$4.3 million deposit premium as an intangible asset.

On April 20, 2000, NBT Bancorp Inc. and BSB Bancorp, Inc. announced the signing of a definitive agreement to merge, whereby shareholders of BSB Bancorp, Inc. would receive a fixed ratio of 2.0 shares of NBT Bancorp Inc. common stock for each share of BSB Bancorp, Inc. common stock. The merger was expected to close in the fourth quarter of 2000, subject to shareholder and regulatory approval. However, on October 4, 2000, NBT terminated its definitive agreement to merge with BSB Bancorp, Inc.

NEW ACCOUNTING PRONOUNCEMENTS

In June 1998, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 133 "Accounting for Derivative Instruments and Hedging Activities". This Statement establishes comprehensive accounting and reporting requirements for derivative instruments and hedging activities. SFAS No. 133 requires companies to record derivatives on the balance sheet as assets or liabilities, measured at fair value. The accounting for gains or losses resulting from changes in the values of those derivatives would be dependent on the use of the derivative and the type of risk being hedged. During the second quarter of 1999, the FASB issued SFAS No. 137, "Accounting for Derivative Instruments and Hedging Activities - Deferral of the Effective Date of FASB No. 133". FASB No. 137 defers the effective date of FASB No. 133 by one year from fiscal quarters of fiscal years beginning after June 15, 1999 to fiscal quarters of fiscal years beginning after June 15, 2000. In June 2000, the FASB issued SFAS No. 138 "Accounting for Derivative Instruments and Hedging Activities, and amendment to the FASB Statement No. 133". This statement amends the accounting and reporting standards of SFAS No. 133 for certain derivative instruments and certain hedging activities. Based upon the preliminary evaluations management has estimated that if NBT had adopted SFAS No. 133 on September 30, 2000, the initial adoption would not have had a material effect on NBT's financial statements. However, the effect of adoption on January 1, 2001 cannot be estimated with certainty at this time, as it is subject to unknown variables at that date such as (1) actual derivatives and related hedge positions, if any, (2) market values of derivatives and related hedged items, if any, and (3) further ongoing interpretation of SFAS No. 133 by the FASB.

In March 2000, the FASB issued FASB Interpretation No. 44, "Accounting for Certain Transactions Involving Stock Compensation". FASB Interpretation No. 44 clarifies the application of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" for certain issues. The adoption of this Interpretation did not have a material effect on the Company's financial position or results of operations.

NBT BANCORP INC. AND SUBSIDIARY
ITEM 2 -- MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND
RESULTS OF OPERATIONS

The purpose of this discussion and analysis is to provide the reader with a description of the financial condition and results of operations of NBT Bancorp Inc. (Bancorp) and its wholly owned subsidiaries, NBT Bank, N.A. (NBT), LA Bank N.A. (LA), Pioneer American Bank N.A. (Pioneer American) and NBT Financial Services, Inc. collectively referred to herein as the Company. This discussion will focus on Results of Operations, Financial Position, Capital Resources and Asset/Liability Management. Reference should be made to the Company's interim consolidated financial statements and footnotes thereto included in this FORM 10-Q. Reference should also be made to the Company's 1999 FORM 10-K and Current Report on Form 8-K filed August 1, 2000, for an understanding of the following discussion and analysis. Throughout this discussion and analysis, amounts per common share and common shares outstanding have been adjusted retroactively for stock dividends, splits and poolings of interest.

On October 23, 2000, NBT Bancorp Inc. announced the declaration of a regular quarterly cash dividend of \$0.17 per share. The cash dividend will be paid on December 15, 2000 to stockholders of record as of December 1, 2000.

FORWARD-LOOKING STATEMENTS

This document and other documents filed by the Company with the Securities and Exchange Commission (SEC) contain forward-looking statements. In addition, the Company's senior management may make forward-looking statements orally to analysts, investors, the media, and others. Forward-looking statements might include one or more of the following: (a) projections of revenues, income, earnings per share, capital expenditures, dividends, capital structure or other financial items; (b) descriptions of plans or objectives of management for future operations, products or services, including pending merger and acquisition transactions; (c) forecasts of future economic performance; and (d) descriptions of assumptions underlying or relating to any of the foregoing.

Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include words such as "anticipate," "believe," "expect," "forecast," "project," "intend," "plan," "estimate," or words of similar meaning, or future or conditional verbs such as "will," "would," "should," "could" or "may."

These forward-looking statements involve risks and uncertainties and are based on the beliefs and assumptions of the management of the Company and on the information available to management at the time that these statements were made. There are a number of factors, many of which are beyond the Company's control, that could cause actual conditions, events or results to differ significantly from those described in the forward-looking statements. Factors that may cause actual results to differ materially from those contemplated by such forward-looking statements include, among others, the following possibilities: (1) competitive pressures among depository and other financial institutions may increase significantly; (2) revenues may be lower than expected; (3) changes in the interest rate environment may reduce interest margins; (4) general economic conditions, either nationally or regionally, may be less favorable than expected, resulting in, among other things, a deterioration in credit quality and/or a reduced demand for credit; (5) legislative or regulatory changes, including changes in accounting standards, may adversely affect the businesses in which the Company is engaged; (6) costs or difficulties related to the integration of the businesses of the Company and its merger partners may be greater than expected; (7) expected cost savings associated with recent or pending mergers and acquisitions may not be fully realized or realized within the expected time frames; (8) deposit attrition, customer loss, or revenue loss following pending mergers and acquisition may be greater than expected; (9) competitors may have greater financial resources and develop products that enable such competitors to compete more successfully than the Company; and (10) adverse changes may occur in the securities markets or with respect to inflation.

Forward-looking statements speak only as of the date they are made. The Company does not undertake to update forward-looking statements to reflect subsequent circumstances or events.

YEAR 2000

Concerns over the arrival of the Year 2000 ("Y2K") and its impact on the embedded computer technologies used by financial institutions, among others, led bank regulatory authorities to require substantial advance testing and preparations by all banking organizations, including the Company. As of the date of this filing, the Company has experienced no material problems in connection with the arrival of Y2K, either in connection with the services and products it

provides to its customers or in connection with the services and products it receives from third party vendors or suppliers. However, while no such occurrence has developed, Y2K issues may arise that may not become immediately apparent. Therefore, the Company will continue to monitor and work to remedy any issues that arise. Although the Company expects that its business will not be materially impacted, such future events cannot be known with certainty.

OVERVIEW

Net income of \$5.2 million (\$0.22 per diluted share) was recognized in the third quarter of 2000, compared to third quarter 1999 net income of \$7.0 million (\$0.30 per diluted share). The third quarter of 2000 results include \$2.2 million in after-tax merger and acquisition expenses. Also contributing to the decline in net income was a decrease in pre-tax securities gains between reporting periods from \$0.8 million in the third quarter of 1999 to \$0.1 million during the same period of 2000.

Net income of \$14.5 million (\$0.62 per diluted share) was recognized for the nine month period ended September 30, 2000, compared to net income of \$20.4 million (\$0.87 per diluted share) for the first nine months of 1999. The nine month period ended September 30, 2000 include \$5.4 million in after-tax merger and acquisition expenses. Also contributing to the decline in net income for the nine month period ended September 30, 2000 was \$1.8 million in net gains on the sales of securities during the first nine months of 1999 versus \$0.1 million during the same period of 2000.

Table 1 depicts several measurements of performance on an annualized basis. Returns on average assets and equity measure how effectively an entity utilizes its total resources and capital, respectively. Both the return on average assets and the return on average equity ratios declined for the three and nine month periods ended September 30, 2000 compared to the same periods a year previous. The decline in these ratios can be attributed to the reduction in net income for both periods as described above.

Net interest margin, net federal taxable equivalent (FTE) interest income divided by average interest-earning assets, is a measure of an entity's ability to utilize its earning assets in relation to the cost of funding. Interest income for tax-exempt securities and loans is adjusted to a taxable equivalent basis using the statutory Federal income tax rate of 35%.

TABLE 1
PERFORMANCE MEASUREMENTS

	First Quarter	Second Quarter	THIRD QUARTER	NINE MONTHS
2000				
Return on average assets	0.88%	0.66%	0.81%	0.78%
Return on average equity	10.95%	8.42%	10.14%	9.83%
Net interest margin	4.24%	4.15%	4.11%	4.17%
1999				
Return on average assets	1.25%	1.21%	1.20%	1.22%
Return on average equity	13.16%	13.32%	14.25%	13.57%
Net interest margin	4.38%	4.34%	4.31%	4.34%

NET INTEREST INCOME

Net interest income is the difference between interest income on earning assets, primarily loans and securities, and interest expense on interest-bearing liabilities, primarily deposits and borrowings. Net interest income is affected by the interest rate spread, the difference between the yield on earning assets and cost of interest-bearing liabilities, as well as the volumes of such assets and liabilities. Net interest income is one of the major determining factors in a financial institution's performance as it is the principal source of earnings.

Net federal taxable equivalent (FTE) interest income increased \$1.0 million for the third quarter of 2000 compared to the same period of 1999. This increase was primarily a result of the \$214.5 million increase in average earning assets, primarily the result of continued loan growth.

Total FTE interest income for the quarter ended September 30, 2000 increased \$6.4 million compared to third quarter 1999, a result of the previously mentioned increase in average earning assets as well as a 38 basis point increase in the yield earned on those earning assets. The increase in the yield on earning assets can be primarily attributed to a 38 basis point increase

in the yield on the loan portfolio. The increase in the yield earned on earning assets can be attributed to the rising interest rate environment during late 1999 and the first half of 2000. During the same time period, total interest expense increased \$5.4 million, primarily the result of a \$184.6 million increase in average interest bearing liabilities between reporting periods. Also contributing to the increased interest expense was a 68 basis point increase in the cost of interest bearing liabilities, also the result of the rising interest rate environment during late 1999 and early 2000. Driving this increase in the cost of funds was a 95 basis point increase in the cost of time deposits and a 125 basis point increase in the cost of short-term borrowings. This increase in the cost of funds resulted in a 30 basis point decline in the interest rate spread, as the Company's liabilities repriced faster than the earning assets during the rising rate environment.

Net federal taxable equivalent (FTE) interest income increased \$5.0 million for the first nine months of 2000 compared to the same period of 1999. This increase was primarily a result of the \$246.4 million increase in average earning assets, primarily the result of continued loan growth.

Total FTE interest income for the nine months ended September 30, 2000 increased \$19.5 million compared to same period of 1999, also a result of the increase in average earning assets as well as a 28 basis point increase in the yield earned on those earning assets. The increase in the yield on earning assets can be primarily attributed to an 24 basis point increase in the yield on the loan portfolio. During the same time period, total interest expense increased \$14.5 million, primarily the result of a \$215.3 million increase in average interest bearing liabilities between reporting periods. Also contributing to the increased interest expense was a 52 basis point increase in the cost of interest bearing liabilities, the result of the rising interest rate environment during late 1999 and the first half of 2000. Driving this increase in the cost of funds was a 66 basis point increase in the cost of time deposits and a 112 basis point increase in the cost of short-term borrowings. This increase in the cost of funds resulted in a 24 basis point decline in the interest rate spread, as the Company's liabilities repriced faster than the earning assets during the rising rate environment.

Another important performance measurement of net interest income is the net interest margin. The net interest margin decreased to 4.11% for the third quarter of 2000, down from 4.31% during the same period in 1999. The net interest margin decreased to 4.17% for first nine months of 2000, down from 4.34% for the comparable period in 1999. The decrease in the net interest margin during 2000 as compared to 1999 can be attributed to the previously mentioned decrease in the interest rate spread as the interest bearing liabilities repriced faster than the earning assets during the recent rising interest rate environment.

Table 2 represents an analysis of net interest income on a federal taxable equivalent basis. Interest income for tax-exempt securities and loans has been adjusted to a taxable-equivalent basis using the Federal income tax rate of 35%.

TABLE 2
COMPARATIVE ANALYSIS OF FEDERAL TAXABLE EQUIVALENT NET INTEREST INCOME

Three months ended September 30,							
Annualized Yield/Rate		Amounts			Variance		
2000	1999	(dollars in thousands)	2000	1999	TOTAL	VOLUME	RATE
6.02%	3.28%	Interest bearing deposits	\$ 29	\$ 4	\$ 25	\$ 20	\$ 5
6.44%	5.16%	Federal funds sold	140	121	19	(7)	26
8.53%	6.64%	Other	598	448	150	20	130
6.68%	6.64%	Securities available for sale	10,395	10,864	(469)	(540)	71
6.90%	6.80%	Securities held to maturity	1,907	1,918	(11)	(68)	57
8.88%	8.50%	LOANS	36,692	29,982	6,710	5,346	1,364
8.21%	7.83%	Total interest income	49,761	43,337	6,424	4,771	1,653
3.74%	3.03%	Money Market Deposit Accounts	1,324	1,000	324	79	245
1.84%	1.56%	NOW accounts	974	758	216	71	145
2.78%	2.71%	Savings accounts	1,946	1,877	69	21	48
5.86%	4.91%	Time deposits	14,793	10,462	4,331	2,143	2,188
6.23%	4.98%	Short-term borrowings	2,442	1,879	563	80	483
5.62%	5.54%	LONG-TERM DEBT	3,352	3,478	(126)	(178)	52
4.87%	4.19%	TOTAL INTEREST EXPENSE	24,831	19,454	5,377	2,216	3,161
		Net interest income	\$24,930	\$23,883	\$1,047	\$ 2,555	\$ (1,508)
3.34%	3.64%	Interest rate spread					
4.11%	4.31%	Net interest margin					
		FTE adjustment	\$ 860	\$ 818			

Nine Months Ended September 30,

Annualized Yield/Rate		Amounts			Variance		
2000	1999	(dollars in thousands)	2000	1999	TOTAL	VOLUME	RATE
5.67%	3.56%	Interest bearing deposits	\$ 54	\$ 15	\$ 39	\$ 26	\$ 13
6.20%	4.77%	Federal funds sold	293	541	(248)	(510)	262
7.29%	6.58%	Other	1,517	1,278	239	94	145
6.76%	6.58%	Securities available for sale	31,797	30,249	1,548	726	822
6.83%	7.04%	Securities held to maturity	5,818	5,623	195	358	(163)
8.79%	8.55%	LOANS	103,708	85,950	17,758	15,239	2,519
8.13%	7.85%	Total interest income	143,187	123,656	19,531	15,933	3,598
3.43%	2.94%	Money Market Deposit Accounts	3,466	2,871	595	96	499
1.79%	1.70%	NOW accounts	2,747	2,480	267	180	87
2.77%	2.74%	Savings accounts	5,646	5,459	187	(391)	578
5.58%	4.92%	Time deposits	40,971	30,670	10,301	5,863	4,438
5.94%	4.82%	Short-term borrowings	6,771	4,329	2,442	1,305	1,137
5.61%	5.57%	LONG-TERM DEBT	10,133	9,384	749	674	75
4.69%	4.17%	TOTAL INTEREST EXPENSE	69,734	55,193	14,541	7,727	6,814
		Net interest income	\$73,453	\$68,463	\$4,990	\$ 8,206	\$ (3,216)
3.44%	3.68%	Interest rate spread					
4.17%	4.34%	Net interest margin					
		FTE adjustment	\$ 2,601	\$ 2,158			

PROVISION AND ALLOWANCE FOR LOAN LOSSES

The allowance for loan losses is a valuation allowance established to provide for the inherent risk of loss in the Company's loan portfolio. The allowance is maintained at a level considered adequate to provide for loan loss exposure based on management's estimate of probable losses in the portfolio considering an evaluation of risk, economic factors, and past loss experience. Management determines the provision and allowance for loan losses based on a number of factors including a comprehensive independent loan review program conducted throughout the year. The loan portfolio is continually evaluated in order to identify problem loans, credit concentration, and other risk factors such as economic conditions and trends. The allowance for loan losses to outstanding loans at September 30, 2000 is 1.36%, compared to 1.34% at September 30, 1999. Management considers the allowance for loan losses to be adequate based on evaluation and analysis of the loan portfolio.

Table 3 reflects changes to the allowance for loan losses for the periods presented. Net charge-offs for the quarter ended September 30, 2000 increased \$31 thousand, or 3.4% compared to the same period of 1999. Annualized net charge-offs to average loans declined to 0.23% for the third quarter of 2000, down from 0.26% for the comparable period of 1999. Net charge-offs for nine month period ended September 30, 2000 declined \$543 thousand, or 18.16% compared to the same period of 1999. Annualized net charge-offs to average loans declined to 0.21% for the first nine months of 2000, compared to 0.30% for the comparable period of 1999. The provision for loan losses of \$1.6 million for the quarter ended September 30, 2000 increased over the comparable period of 1999 provision of \$1.3 million. The provision for loan losses of \$5.4 million for the nine month period ended September 30, 2000 increased over the comparable period of 1999 provision of \$3.9 million. The provision for loan losses was increased as a result of continued significant loan growth, the changing mix of the Company's loan portfolio and increased nonperforming loans, offset in part by a decline in net charge-offs.

TABLE 3
ALLOWANCE FOR LOAN LOSSES

(dollars in thousands)	Three months ended September 30,		Nine months ended September 30,	
	2000	1999	2000	1999
Balance, beginning of period	\$22,005	\$18,687	\$19,711	\$18,231
Recoveries	418	312	918	773
Charge-offs	(1,360)	(1,223)	(3,365)	(3,763)
Net charge-offs	(942)	(911)	(2,447)	(2,990)
Provision for loan losses	1,619	1,325	5,418	3,860
Balance, end of period	\$22,682	\$19,101	\$22,682	\$19,101

COMPOSITION OF NET CHARGE-OFFS

Commercial and agricultural	\$ (363)	39%	\$ (565)	62%	\$ (982)	40%	\$(1,623)	54%
Real estate mortgage	(160)	17%	(54)	6%	(432)	18%	(241)	8%
Consumer	(419)	44%	(292)	32%	(1,033)	42%	(1,126)	38%
Net charge-offs	\$ (942)	100%	\$ (911)	100%	\$(2,447)	100%	\$(2,990)	100%
Annualized net charge-offs to average loans		0.23%		0.26%		0.21%		0.30%
Net charge-offs to average loans for the year ended December 31, 1999								0.29%

NONINTEREST INCOME

Noninterest income for the third quarter of 2000, excluding security gains, increased \$1.1 million or 25.4% when compared to third quarter of 1999. Service charges on deposit accounts increased \$0.2 million in the third quarter of 2000 compared to the same period of 1999. This improvement can be primarily attributed to an increase in service fee and overdraft income resulting from growth in demand deposit accounts. Broker/dealer fees increased \$1.0 million in the third quarter of 2000 compared to the same period of 1999. The increase in other income can be attributed to revenue generated from the previously mentioned addition of M. Griffith, Inc. in May of 2000.

For the nine month period ended September 30, 2000, excluding security gains, noninterest income increased \$1.8 million or 13.8% compared to the same period during 1999. Service charges on deposit accounts increased \$0.6 million during this period. This improvement can be attributed to an increase in service fee and overdraft income resulting from growth in demand deposit accounts. Broker/dealer fees increased \$1.6 million for the nine month period ended September 30, 2000 compared to the same period of 1999. This increase is primarily attributed to the addition of M. Griffith, Inc.

NONINTEREST EXPENSE AND OPERATING EFFICIENCY

Total noninterest expense for the quarter ended September 30, 2000 increased \$4.1 million compared to the same time period of 1999. Noninterest expense for the nine month period ended September 30, 2000 increased \$11.8 million compared to the same time period of 1999. Contributing to the increase in noninterest expense for the quarter and nine month period ended September 30, 2000 is \$2.7 million and \$6.6 million, respectively in pre-tax merger and acquisition related expenses associated with the previously mentioned mergers and terminated merger. It is anticipated that the Company will incur approximately \$8.2 million in additional merger and acquisition expenses related to the Lake Ariel and Pioneer American mergers during 2000. In connection with the terminated merger with BSB Bancorp, Inc., certain arrangements made prior to the merger termination are currently being reviewed and could result in additional costs to NBT.

Salaries and employee benefits for the quarter and nine month period ended September 30, 2000 increased \$1.3 million and \$3.2 million, respectively compared to the same periods of 1999. Contributing to the increase in salaries and employee benefits during 2000 was the addition of M. Griffith, Inc. in May of 2000.

Occupancy expense for the nine month period ended September 30, 2000 experienced a \$0.3 million increase compared to the same period in 1999. Contributing to this increase in occupancy expense was a rise in security expense resulting from a third party contract to enhance the maintenance of the Company's security equipment.

Equipment expense for the nine month period ended September 30, 2000 experienced a \$0.3 million increase compared to the same period in 1999, primarily attributable to increased equipment depreciation and maintenance.

Professional fees and outside service expense for the three and nine month periods ended September 30, 2000 increased \$0.6 million and \$0.8 million, respectively compared to the same periods in 1999. These costs relate primarily to the implementation of various strategic planning initiatives.

Other operating expense for the nine month period ended September 30, 2000 increased \$0.7 million compared to the same periods of 1999. Included in other operating expense were net gains on the sale of other real estate owned of \$0.1 million for the nine month period ended September 30, 2000 compared to \$0.5 million for the same period of 1999.

One important operating efficiency measure that the Company closely monitors is the efficiency ratio. The efficiency ratio is computed as total noninterest expense (excluding nonrecurring charges) divided by FTE net interest income plus noninterest income (excluding net security gains and losses, OREO gains and losses, and nonrecurring income). The efficiency ratio increased to 57.80% for the quarter ended September 30, 2000 from 55.70% in the same period of 1999. The efficiency ratio increased to 57.65% for the nine month period ended September 30, 2000 from 56.40% in the same period of 1999. The increase in the efficiency ratio during 2000 can be attributed to the increase in noninterest expense between reporting periods.

INCOME TAXES

Income tax expense was \$2.8 million for the quarter ended September 30, 2000 compared with \$3.9 million for the same period of 1999. For the first nine months of 2000, income tax expense amounted to \$8.3 million compared with \$11.0 million in 1999. The decrease in income taxes during the quarter and nine month period ended September 30, 2000 as compared to the same periods of 1999 can be primarily attributed to the decreased income before income taxes between reporting periods. The effective tax rate was 35.0% for the quarter ended September 30, 2000 and 35.8% for the same period of 1999. The effective tax rate was 36.3% for the nine month period ended September 30, 2000 and 35.1% for the same period of 1999.

BALANCE SHEET

The following table highlights the changes in the balance sheet. Since period end balances can be distorted by one day fluctuations, the discussion and analysis concentrates on average balances when appropriate to give a better indication of balance sheet trends.

TABLE 4
AVERAGE BALANCES

(dollars in thousands)	Three months ended September 30,		Nine months ended September 30,	
	2000	1999	2000	1999
Cash and cash equivalents	\$ 77,225	\$ 71,734	\$ 72,139	\$ 74,755
Securities available for sale, at fair value	590,107	628,519	595,887	608,658
Securities held to maturity	110,006	111,926	113,840	106,851
Loans	1,643,462	1,398,952	1,575,799	1,344,374
Deposits	1,916,324	1,707,852	1,859,796	1,671,891
Short-term borrowings	155,863	149,646	152,210	120,090
Long-term debt	237,399	248,984	241,226	225,370
Stockholders' equity	202,287	195,392	197,057	201,364
Assets	2,538,817	2,320,438	2,473,584	2,237,266
Earning assets	2,410,854	2,196,432	2,353,684	2,107,284
Interest bearing liabilities	\$2,027,162	\$1,842,590	\$1,985,830	\$1,770,522

SECURITIES

Average total securities were \$40.3 million less for the quarter ended September 30, 2000 than for the same period of 1999. Average total securities were \$5.8 million less for the nine month period ended September 30, 2000 than for the same period of 1999. During the quarter ended September 30, 2000, the securities portfolio represented 29.0% of average earning assets compared to 33.7% for the same period of 1999. Total securities at September 30, 2000 were \$21.8 million less than securities at December 31, 1999. The reduction in securities during 2000 is a result of the Company using the paydowns from its mortgage-backed securities to fund loan growth. At September 30, 2000, the securities portfolio was comprised of 85% available for sale and 15% held to maturity securities.

LOANS

Average loan volume for the quarter ended September 30, 2000 increased \$244.5 million, or 17.5% over third quarter 1999. Average loan volume for the nine month period ended September 30, 2000 increased \$231.4 million, or 17.2% over the same period of 1999. Total loans at September 30, 2000 were \$200.8 million greater than loans at December 31, 1999, primarily attributed to commercial loans. The Company has continued to experience an increase in the demand for commercial loans, primarily in the business and real estate categories. The Company does not engage in highly leveraged transactions or foreign lending activities.

NONPERFORMING ASSETS AND PAST DUE LOANS

Nonperforming assets consist of nonaccrual loans, loans 90 days or more past due and still accruing, troubled debt restructurings (TDR's), and other real estate owned (OREO). Total nonperforming assets were \$13.0 million at September 30, 2000 compared to \$11.2 million at September 30, 1999. An increase of \$4.4 million in nonaccrual commercial and agricultural loans was partially offset by a decrease in nonaccrual real estate mortgages and other real estate owned of \$1.6 million and \$1.7 million, respectively. The changes in nonperforming assets are presented in Table 5 below.

At September 30, 2000, the recorded investment in impaired loans was \$7.8 million. Included in this amount is \$4.4 million of impaired loans for which the specifically allocated allowance for loan loss is \$1.3 million. In addition, included in impaired loans is \$3.1 million of impaired loans that, as a result of the adequacy of collateral values or anticipated cash flows do not have a specific reserve. At December 31, 1999, the recorded investment in impaired loans was \$6.3 million, of which \$1.7 million had a specific allowance allocation of \$0.7 million and \$4.6 million for which there was no specific reserve. At September 30, 1999, the recorded investment in impaired loans was \$4.9 million, of which \$2.1 million had a specific allowance allocation of \$1.0

million and \$2.8 million of which there was no specific reserve. The Company classifies all commercial and small business nonaccrual loans as impaired loans.

TABLE 5
NONPERFORMING ASSETS

(in thousands)	SEPTEMBER 30, 2000		December 31, 1999		September 30, 1999	
Commercial and agricultural	\$ 7,810	84.37%	\$ 6,141	80.85%	\$3,370	56.72%
Real estate mortgage	491	5.30%	618	8.13%	2,047	34.46%
Consumer	956	10.33%	837	11.02%	524	8.82%
Total nonaccrual loans	9,257	100%	7,596	100%	5,941	100%
Loans 90 days or more past due and still accruing:						
Commercial and agricultural	314	14.12%	1,201	59.28%	55	3.06%
Real estate mortgage	1,595	71.72%	641	31.64%	1,158	64.33%
Consumer	315	14.16%	184	9.08%	587	32.61%
Total	2,224	100%	2,026	100%	1,800	100%
Troubled debt restructured loans	747		1,014		1,017	
Total nonperforming loans	12,228		10,636		8,758	
Other real estate owned	745		1,438		2,471	
Total nonperforming assets	\$12,973		\$12,074		\$11,229	
Nonperforming loans to loans		0.73%		0.73%		0.61%
Nonperforming assets to assets		0.51%		0.51%		0.48%
Allowance to nonperforming loans		185.49%		185.32%		218.10%

DEPOSITS

Customer deposits represent the greatest source of funding assets. Average total deposits for the quarter ended September 30, 2000 increased \$208.5 million compared to same period of 1999. This deposit growth was experienced in all categories, with increases in demand, savings and time of \$18.5 million, \$30.5 million and \$159.5 million, respectively. Average total deposits for the nine month period ended September 30, 2000 increased \$187.9 million compared to the same period of 1999. This growth has also been present in all deposit categories, with increases in demand, savings and time of \$20.6 million, \$19.8 million and \$147.5 million, respectively. As previously mentioned, the increase in demand deposits has led to an increase in service charge fee income.

BORROWED FUNDS

The Company's borrowed funds consist of short-term borrowings and long-term debt. Average borrowings for the quarter ended September 30, 2000 were \$393.3 million compared to \$398.6 million for the same period of 1999. Average borrowings for the nine month period ended September 30, 2000 were \$393.4 million compared to \$345.5 million for the same period of 1999. The increase in borrowed funds for the nine month period ended September 30, 2000 can be attributed to the need for funding the strong loan growth.

CAPITAL AND DIVIDENDS

Stockholders' equity of \$207.0 million represents 8.1% of total assets at September 30, 2000, compared with \$191.5 million, or 8.0% at December 31, 1999 and \$194.6 million, or 8.3% a year previous.

In September of 2000, the Company distributed a \$0.17 per share cash dividend. The Company does not have a target dividend payout ratio, rather the Board of Directors considers the Company's earnings position and earnings potential when making dividend decisions. The cash dividends as a percentage of net income were 78.6% and 46.5% for the nine month periods ending September 30, 2000 and September 30, 1999, respectively.

As the capital ratios in Table 6 indicate, the Company remains well capitalized. Capital measurements are significantly in excess of regulatory minimum guidelines and meet the requirements to be considered well capitalized for all periods presented. Tier 1 leverage, Tier 1 capital and Risk-based capital ratios have regulatory minimum guidelines of 3%, 4% and 8% respectively, with requirements to be considered well capitalized of 5%, 6% and 10%, respectively.

TABLE 6
CAPITAL MEASUREMENTS

	First Quarter	Second Quarter	THIRD QUARTER
2000			
Tier 1 leverage ratio	8.59%	8.20%	8.11%
Tier 1 capital ratio	13.24%	12.61%	12.54%
Total risk-based capital ratio	14.40%	13.80%	13.75%
Per common share:			
Book value	\$ 8.36	\$ 8.47	\$ 8.74
Tangible book value	\$ 7.99	\$ 7.79	\$ 8.08
1999			
Tier 1 leverage ratio	9.03%	8.85%	8.64%
Tier 1 capital ratio	14.68%	14.32%	13.95%
Total risk-based capital ratio	15.87%	15.49%	15.11%
Per common share:			
Book value	\$ 8.81	\$ 8.45	\$ 8.42
Tangible book value	\$ 8.38	\$ 8.03	\$ 8.01

The accompanying Table 7 presents the high, low and closing sales price for the common stock as reported on the NASDAQ Stock Market, and cash dividends declared per share of common stock. The Company's price to book value ratio was 1.37 at September 30, 2000 and 1.96 a year ago. The per share market price was 14 times annualized earnings at September 30, 2000 and 1999.

TABLE 7
QUARTERLY COMMON STOCK AND DIVIDEND INFORMATION

Quarter Ending	High	Low	Close	Cash Dividends Declared
1999				
March 31	\$23.33	\$19.89	\$19.89	\$0.162
June 30	21.19	19.05	19.52	0.162
September 30	20.90	16.43	16.49	0.162
December 31	17.98	14.63	15.50	0.170
2000				
MARCH 31	\$16.50	\$11.38	\$14.50	\$0.170
JUNE 30	14.50	9.38	10.69	0.170
SEPTEMBER 30	12.50	9.75	12.00	0.170

LIQUIDITY AND INTEREST RATE SENSITIVITY MANAGEMENT

The primary objectives of asset and liability management are to provide for the safety of depositor and investor funds, assure adequate liquidity, and maintain an appropriate balance between interest sensitive earning assets and interest bearing liabilities. Liquidity management involves the ability to meet the cash flow requirements of customers who may be depositors wanting to withdraw funds or borrowers needing assurance that sufficient funds will be available to meet their credit needs. The Asset/Liability Management Committee (ALCO) is responsible for liquidity management and has developed guidelines which cover all assets and liabilities, as well as off balance sheet items that are potential sources or uses of liquidity. Liquidity must also provide the flexibility to implement appropriate strategies and tactical actions. Requirements change as loans grow, deposits and securities mature, and payments on borrowings are made. Interest rate sensitivity management seeks to avoid widely fluctuating net interest margins and to ensure consistent net interest income through periods of changing economic conditions.

The Company's primary measure of liquidity is called the basic surplus, which compares the adequacy of cash sources to the amounts of volatile funding sources. This approach recognizes the importance of balancing levels of cash flow liquidity from short and long-term securities with the availability of dependable borrowing sources. Accordingly, the Company has established borrowing agreements with other banks (Federal Funds), the Federal Home Loan Bank (short and long-term borrowings which are denoted as advances), and repurchase agreements with investment companies. The Asset/Liability Management Committee has determined that liquidity is adequate to meet the cash flow requirements of the Company.

Interest rate risk is determined by the relative sensitivities of earning asset yields and interest bearing liability costs to changes in interest rates. The method by which banks evaluate interest rate risk is to look at the interest sensitivity gap, the difference between interest sensitive assets and interest sensitive liabilities repricing during the same period, measured at a specific point in time. Through analysis of the interest sensitivity gap, the Company attempts to position its assets and liabilities to maximize net interest income in several different interest rate scenarios.

While the static gap evaluation of interest rate sensitivity is useful, it is not indicative of the impact of fluctuating interest rates on net interest income. Once the Company determines the extent of gap sensitivity, the next step is to quantify the potential impact of the interest sensitivity on net interest income. The Company measures interest rate risk based on the potential change in net interest income under various rate environments. The Company utilizes an interest rate risk model that simulates net interest income under various interest rate environments. The model groups assets and liabilities into components with similar interest rate repricing characteristics and applies certain assumptions to these products. These assumptions include, but are not limited to prepayment estimates under different rate environments, potential call options of the investment portfolio and forecasted volumes of the various balance sheet items.

The Company believes there have been no material changes in the interest rate risk position since December 31, 1999. Other types of market risk, such as foreign exchange rate risk and commodity price risk, do not arise in the normal course of the Company's business activities.

PART II. OTHER INFORMATION

Item 1 -- Legal Proceedings

This item is omitted, as there have been no material legal proceedings initiated or settled during the quarter ended September 30, 2000.

Item 2 -- Changes in Securities

Not Applicable

Item 3 -- Defaults Upon Senior Securities

This item is omitted because there were no defaults upon the Registrant's senior securities during the quarter ended September 30, 2000.

Item 4 -- Submission of Matters to a Vote of Security Holders

This item is omitted as there is no disclosure required for the quarter ended September 30, 2000.

Item 5 -- Other Information

Not Applicable

Item 6 -- Exhibits and Reports on FORM 8-K

(a) An index to exhibits follows the signature page of this FORM 10-Q.

(b) During the quarter ended September 30, 2000, the Company filed the following Current Reports on Form 8-K:

Current report on Form 8K filed with the Securities and Exchange Commission on July 14, 2000
Current report on Form 8K/A filed with the Securities and Exchange Commission on July 25, 2000
Current report on Form 8K filed with the Securities and Exchange Commission on August 1, 2000

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report on FORM 10-Q to be signed on its behalf by the undersigned thereunto duly authorized, this 14th day of November, 2000.

NBT BANCORP INC.

By: /S/ DARYL R. FORSYTHE

Daryl R. Forsythe
President and
Chief Executive Officer

INDEX TO EXHIBITS

The following documents are attached as Exhibits to this FORM 10-Q or, if annotated by the symbol *, are incorporated by reference as Exhibits as indicated by the page number or exhibit cross-reference to the prior filings of the Registrant with the Commission.

FORM 10-Q Exhibit NUMBER - - - - -		Exhibit CROSS-REFERENCE -----
10.1	Form of Employment Agreement between NBT Bancorp Inc. and Michael J. Chewens made as of June 1, 2000	Herein
10.2	Supplemental Retirement Agreement between NBT Bancorp Inc., NBT Bank, National Association and Michael J. Chewens made as of June 1, 2000	Herein
27.1	Financial Data Schedule for the nine months ended September 30, 2000	Herein

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the "Agreement") made and entered into as of the first day of June, 2000, by and between MICHAEL J. CHEWENS ("Executive") and NBT BANCORP INC., a Delaware corporation having its principal office in Norwich, New York ("NBTB")

W I T N E S S E T H T H A T :

WHEREAS, Executive is an executive vice president and the chief financial officer of NBTB and NBT Bank, National Association, a national banking association which is a wholly-owned subsidiary of NBTB ("NBT Bank");

WHEREAS, NBTB desires to secure the continued employment of Executive, subject to the provisions of this Agreement; and

WHEREAS, Executive is desirous of entering into the Agreement for such periods and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, intending to be legally bound, the parties agree as follows:

1. EMPLOYMENT; RESPONSIBILITIES AND DUTIES.

(a) NBTB hereby agrees to employ Executive and to cause NBT Bank and any successor organization to NBT Bank to employ Executive, and Executive hereby agrees to serve as an executive vice president and the chief financial officer of NBTB and NBT Bank, and of any successor organization to NBTB or NBT Bank, as applicable, during the Term of Employment. Executive shall have such executive duties, responsibilities, and authority as shall be set forth in the bylaws of NBTB and NBT Bank or as may otherwise be determined by NBTB. During the Term of Employment, Executive shall report directly to the chief executive officer of NBTB.

(b) Executive shall devote his full working time and best efforts to the performance of his responsibilities and duties hereunder. During the Term of Employment, Executive shall not, without the prior written consent of the Board of Directors of NBTB, render services as an employee, independent contractor, or otherwise, whether or not compensated, to any person or entity other than NBTB or its affiliates; provided that Executive may, where involvement in such activities does not individually or in the aggregate significantly interfere with the performance by Executive of his duties or violate the provisions of section 4 hereof, (i) render services to charitable organizations, (ii) manage his personal investments, and (iii) with the prior permission of the Board of Directors of NBTB or the president and chief executive officer of NBTB, hold such other directorships or part-time academic appointments or have such other business affiliations as would otherwise be prohibited under this section 1.

2. TERM OF EMPLOYMENT.

(a) The term of this Agreement ("Term of Employment") shall be the period commencing on the date of this Agreement (the "Commencement Date") and continuing until the Termination Date, which shall mean the earliest to occur of:

(i) January 1, 2003, provided, however, that on January 1, 2002, and on each January 1 thereafter, the Term of Employment shall automatically extend itself by one additional year;

(ii) the death of Executive;

(iii) Executive's inability to perform his duties hereunder, as a result of physical or mental disability as reasonably determined by the personal physician of Executive, for a period of at least 180 consecutive days or for at least 180 days during any period of twelve consecutive months during the Term of Employment; or

(iv) the discharge of Executive by NBTB "for cause," which shall mean one or more of the following:

(A) any willful or gross misconduct by Executive with respect to the business and affairs of NBTB or NBT Bank, or with respect to any of its affiliates for which Executive is assigned material responsibilities or duties;

(B) the conviction of Executive of a felony (after the earlier of the expiration of any applicable appeal period without perfection of an appeal by Executive or the denial of any appeal as to which no further appeal or review is available to Executive) whether or not committed in the course of his employment by NBTB;

(C) Executive's willful neglect, failure, or refusal to carry out his duties hereunder in a reasonable manner (other than any such failure resulting from disability or death or from termination by Executive for Good Reason, as hereinafter defined) after a written demand for substantial performance is delivered to Executive that specifically identifies the manner in which NBTB believes that Executive has not substantially performed his duties and Executive has not resumed substantial performance of his duties on a continuous basis within thirty days of receiving such demand; or

(D) the breach by Executive of any representation or warranty in section 6(a) hereof or of any agreement contained in section 1, 4, 5, or 6(b) hereof, which breach is material and adverse to NBTB or any of its affiliates for which Executive is assigned material responsibilities or duties; or

(v) Executive's resignation from his position as executive vice president and chief financial officer of NBTB or NBT Bank other than for "Good Reason," as hereinafter defined; or

(vi) the termination of Executive's employment by NBTB "without cause," which shall be for any reason other than those set forth in subsections (i), (ii), (iii), (iv), or (v) of this section 2(a), at any time, upon the thirtieth day following notice to Executive; or

(vii) Executive's resignation for "Good Reason."

"Good Reason" shall mean, without Executive's express written consent, reassignment of Executive to a position other than executive vice president and chief financial officer of NBTB or NBT Bank other than for "Cause," or a decrease in the amount or level of Executive's salary or benefits from the amount or level established in section 3 hereof.

(b) In the event that the Term of Employment shall be terminated for any reason other than that set forth in section 2(a)(vi) or 2(a)(vii) hereof, Executive shall be entitled to receive, upon the occurrence of any such event:

(i) any salary (as hereinafter defined) payable pursuant to section 3(a)(i) hereof which shall have accrued as of the Termination Date; and

(ii) such rights as Executive shall have accrued as of the Termination Date under the terms of any plans or arrangements in which he participates pursuant to section 3(b) hereof, any right to reimbursement for expenses accrued as of the Termination Date payable pursuant to section 3(g) hereof, and the right to receive the cash equivalent of paid annual leave and sick leave accrued as of the Termination Date pursuant to section 3(d) hereof, and

(c) In the event that the Term of Employment shall be terminated for the reason set forth in section 2(a)(vi) or 2(a)(vii) hereof, Executive shall be entitled to receive:

(i) any salary payable pursuant to section 3(a) (i) hereof which shall have accrued as of the Termination Date, and, for the period commencing on the date immediately following the Termination Date and ending upon and including the latest of the third anniversary of the Commencement Date, the date to which the Term of Employment shall (as of the Termination Date) have automatically extended itself under section 2(a)(i) hereof, or the first anniversary of the Termination Date, salary payable at the rate established pursuant to section 3(a)(i) hereof, in a manner consistent with the normal payroll practices of NBTB with respect to executive personnel as presently in effect or as they may be modified by NBTB from time to time;

(ii) such rights as Executive may have accrued as of the Termination Date under the terms of any plans or arrangements in which he participates pursuant to section 3(b) hereof, any right to reimbursement for expenses accrued as of the Termination Date payable pursuant to section 3(g) hereof, and the right to receive the cash equivalent of paid annual leave and sick leave accrued as of the Termination Date pursuant to section 3(d) hereof; and

(iii) if, within eighteen (18) months following the Termination Date, Executive should sell his principal residence in the Binghamton Ranally Metropolitan Area as determined by Rand McNally & Company (the "Binghamton RMA") and relocate to a place outside of the Binghamton RMA, (A) reimbursement for any shortfall between the net proceeds on the sale of his

principal residence and the purchase price, including direct, necessary and reasonable transaction costs incurred in connection with such purchase, as determined by the controller's division of NBT Bank, for such residence, and including direct, necessary and reasonable expenses, as determined by the controller's division of NBT Bank, incurred to prepare the residence for sale, (B) reimbursement for direct, necessary and reasonable expenses, as determined by the controller's division of NBT Bank, incurred in connection with the sale of such residence not already included as part of the reimbursement under (A) above, and (C) an amount necessary to pay all federal, state and local income taxes resulting from any reimbursement made pursuant to (A) and (B) (including any additional federal, state and local income taxes resulting from the payment hereunder of such taxes), the intent being that Executive shall be paid an additional amount (the "Gross-Up") such that the net amount retained by the Executive, after deduction of such federal, state and local income taxes resulting from the reimbursement under (A) and (B) shall be equal to the amount of the reimbursement under (A) and (B) before payment of such taxes; for purposes of determining the amount of the Gross-Up, Executive shall be deemed to pay federal, state and local income taxes at the highest marginal rate of taxation in effect in the calendar year in which the reimbursement is made. Amounts due under this subsection shall be paid as soon as administratively practicable, but in no event later than ninety (90) days after the date of the sale of Executive's principal residence.

Notwithstanding the foregoing, in the event the Executive is reimbursed, entitled to reimbursement, or is paid any amounts by an entity or entities other than NBTB or NBT Bank of any affiliate or successor thereof (the "Third Party"), for any amounts for which Executive has received, or is entitled to receive, reimbursement under (A) or (B) above with respect to the sale of his principal residence or any Gross-Up under (C) above, the Executive agrees:

- (1) with regard to amounts already paid by NBTB or NBT Bank or any affiliate or successor thereof (hereinafter referred to collectively as the "Company"), the Executive shall notify the Company of all amounts received or due from the Third Party, and shall reimburse the Company in an amount equal to the amount so received or due from the Third Party up to the amount the Company paid to the Executive under (A), (B), and (C) above; and
- (2) with regard to amounts due but not yet paid by the Company to the Executive, the Executive shall notify the Company of any amounts received or due from the Third Party, and the Executive agrees that the Company shall reduce the amount due under (A), (B), and (C) above by the amount the Executive has been paid or is entitled to be paid by the Third Party up to the amount due the Executive from the Company.

(d) Any provision of this section 2 to the contrary notwithstanding, in the event that the employment of Executive with NBTB is terminated in any situation described in section 3 of the change-in-control letter agreement dated January 1, 2000 between NBTB and Executive (the "Change-in-Control Agreement") so as to entitle Executive to a severance payment and other benefits described in section 3 of the Change-in-Control Agreement, then Executive shall be entitled to receive the following, and no more, under this section 2:

- (i) any salary payable pursuant to section 3(a) (i) hereof which shall have accrued as of the Termination Date;

(ii) such rights as Executive shall have accrued as of the Termination Date under the terms of any plans or arrangements in which he participates pursuant to section 3(b) hereof, any right to reimbursement for expenses accrued as of the Termination Date payable pursuant to section 3(g) hereof, and the right to receive the cash equivalent of paid annual leave and sick leave accrued as of the Termination Date pursuant to section 3(d) hereof;

(iii) the severance payment and other benefits provided in the Change-in-Control Agreement; and

(iv) if, within eighteen (18) months following the Termination Date, Executive should sell his principal residence in the Binghamton RMA and relocate to a place outside of the Binghamton RMA, (A) reimbursement for any shortfall between the net proceeds on the sale of his principal residence and the purchase price, including direct, necessary and reasonable transaction costs incurred in connection with such purchase, as determined by the controller's division of NBT Bank, for such residence, and including direct, necessary and reasonable expenses, as determined by the controller's division of NBT Bank, incurred to prepare the residence for sale, (B) reimbursement for direct, necessary and reasonable expenses, as determined by the controller's division of NBT Bank, incurred in connection with the sale of such residence not already included as part of the reimbursement under (A) above, and (C) the Gross-Up, the intent being that the net amount retained by the Executive, after deduction of such federal, state and local income taxes resulting from the reimbursement under (A) and (B) shall be equal to the amount of the reimbursement under (A) and (B) before payment of such taxes; for purposes of determining the amount of the Gross-Up, Executive shall be deemed to pay federal, state and local income taxes at the highest marginal rate of taxation in effect in the calendar year in which the reimbursement is made. Amounts due under this subsection shall be paid as soon as administratively practicable, but in no event later than ninety (90) days after the date of the sale of Executive's principal residence.

Notwithstanding the foregoing, in the event the Executive is reimbursed, entitled to reimbursement, or is paid any amounts by a Third Party, for any amounts for which Executive has received, or is entitled to receive, reimbursement under (A) or (B) above with respect to the sale of his principal residence or any Gross-Up under (C) above, the Executive agrees:

- (1) with regard to amounts already paid by the Company, the Executive shall notify the Company of all amounts received or due from the Third Party, and shall reimburse the Company in an amount equal to the amount so received or due from the Third Party up to the amount the Company paid to the Executive under (A), (B), and (C) above; and
- (2) with regard to amounts due but not yet paid by the Company to the Executive, the Executive shall notify the Company of any amounts received or due from the Third Party, and the Executive agrees that the Company shall reduce the amount due under (A), (B), and (C) above by the amount the Executive has been paid or is entitled to be paid by the Third Party up to the amount due the Executive from the Company.

3. COMPENSATION. For the services to be performed by Executive for NBTB and its affiliates under this Agreement, Executive shall be compensated in the following manner:

(a) SALARY. During the Term of Employment:

(i) NBTB shall pay Executive a salary which, on an annual basis, shall not be less than \$190,000 during the Term of Employment, assuming Executive performs competently. Salary shall be payable in accordance with the normal payroll practices of NBTB with respect to executive personnel as presently in effect or as they may be modified by NBTB from time to time.

(ii) Executive shall be entitled to annual salary increases of 8 percent during the Term of Employment, beginning in January 2001, and shall be eligible to be considered for further salary increases, upon review, in accordance with the compensation policies of NBTB with respect to executive personnel as presently in effect or as they may be modified by NBTB from time to time.

(iii) Executive shall be eligible to be considered for performance bonuses of up to 50 percent of salary, in accordance with the compensation policies of NBTB with respect to executive personnel as presently in effect or as they may be modified by NBTB from time to time.

(b) EMPLOYEE BENEFIT PLANS OR ARRANGEMENTS. During the Term of Employment, Executive shall be entitled to participate in all employee benefit plans of NBTB, as presently in effect or as they may be modified by NBTB from time to time, under such terms as may be applicable to officers of Executive's rank employed by NBTB or its affiliates, including, without limitation, plans providing retirement benefits, stock options, medical insurance, life insurance, disability insurance, and accidental death or dismemberment insurance, provided that there be no duplication of such benefits as are provided under any other provision of this Agreement.

(c) STOCK OPTIONS. Each January or February annually during the Term of Employment, NBTB will cause Executive to be granted a non-statutory ("non-qualified") stock option (each an "Option") to purchase the number of shares of the common stock of NBTB, \$0.01 par value (the "NBTB Common Stock"), pursuant to the NBT Bancorp Inc. 1993 Stock Option Plan, as amended, or any appropriate successor plan (the "Stock Option Plan"), computed by dividing 200 percent of the annualized salary of Executive on the date of grant of the Option by the "Fair Market Value" of NBTB Common Stock (as defined in the Stock Option Plan). The option exercise price per share of the shares subject to each Option shall be such Fair Market Value, and the terms, conditions of exercise, and vesting schedule of such Option shall be as set forth in section 8 of the Stock Option Plan.

(d) VACATION AND SICK LEAVE. During the Term of Employment, Executive shall be entitled to paid annual vacation periods and sick leave in accordance with the policies of NBTB as in effect as of the Commencement Date or as may be modified by NBTB from time to time as may be applicable to officers of Executive's rank employed by NBTB or its affiliates, but in no event less than four weeks of paid vacation per year.

(e) COUNTRY CLUB DUES. During the Term of Employment, Executive shall be reimbursed for dues and assessments incurred in relation to Executive's membership at [].

(f) WITHHOLDING. All compensation to be paid to Executive hereunder shall be subject to required withholding and other taxes.

(g) EXPENSES. During the Term of Employment, Executive shall be reimbursed for reasonable travel and other expenses incurred or paid by Executive in connection with the performance of his services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as may from time to time be requested, in accordance with such policies of NBTB as are in effect as of the Commencement Date and as may be modified by NBTB from time to time, under such terms as may be applicable to officers of Executive's rank employed by NBTB or its affiliates.

4. CONFIDENTIAL BUSINESS INFORMATION; NON-COMPETITION.

(a) Executive acknowledges that certain business methods, creative techniques, and technical data of NBTB and its affiliates and the like are deemed by NBTB to be and are in fact confidential business information of NBTB or its affiliates or are entrusted to third parties. Such confidential information includes but is not limited to procedures, methods, sales relationships developed while in the service of NBTB or its affiliates, knowledge of customers and their requirements, marketing plans, marketing information, studies, forecasts, and surveys, competitive analyses, mailing and marketing lists, new business proposals, lists of vendors, consultants, and other persons who render service or provide material to NBTB or NBT Bank or their affiliates, and compositions, ideas, plans, and methods belonging to or related to the affairs of NBTB or NBT Bank or their affiliates. In this regard, NBTB asserts proprietary rights in all of its business information and that of its affiliates except for such information as is clearly in the public domain. Notwithstanding the foregoing, information that would be generally known or available to persons skilled in Executive's fields shall be considered to be "clearly in the public domain" for the purposes of the preceding sentence. Executive agrees that he will not disclose or divulge to any third party, except as may be required by his duties hereunder, by law, regulation, or order of a court or government authority, or as directed by NBTB, nor shall he use to the detriment of NBTB or its affiliates or use in any business or on behalf of any business competitive with or substantially similar to any business of NBTB or NBT Bank or their affiliates, any confidential business information obtained during the course of his employment by NBTB. The foregoing shall not be construed as restricting Executive from disclosing such information to the employees of NBTB or NBT Bank or their affiliates. On or before the Termination Date, Executive shall promptly deliver to NBTB any and all tangible, confidential information in his possession.

(b) Executive hereby agrees that from the Commencement Date until the first anniversary of the Termination Date, Executive will not (i) interfere with the relationship of NBTB or NBT Bank or their affiliates with any of their employees, suppliers, agents, or representatives (including, without limitation, causing or helping another business to hire any employee of NBTB or NBT Bank or their affiliates), or (ii) directly or indirectly divert or attempt

to divert from NBTB, NBT Bank or their affiliates any business in which any of them has been actively engaged during the Term of Employment, nor interfere with the relationship of NBTB, NBT Bank or their affiliates with any of their customers or prospective customers. This paragraph 4(b) shall not, in and of itself, prohibit Executive from engaging in the banking, trust, or financial services business in any capacity, including that of an owner or employee.

(c) Executive acknowledges and agrees that irreparable injury will result to NBTB in the event of a breach of any of the provisions of this section 4 (the "Designated Provisions") and that NBTB will have no adequate remedy at law with respect thereto. Accordingly, in the event of a material breach of any Designated Provision, and in addition to any other legal or equitable remedy NBTB may have, NBTB shall be entitled to the entry of a preliminary and permanent injunction (including, without limitation, specific performance) by a court of competent jurisdiction in Chenango County, New York, or elsewhere, to restrain the violation or breach thereof by Executive, and Executive submits to the jurisdiction of such court in any such action.

(d) It is the desire and intent of the parties that the provisions of this section 4 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this section 4 shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. In addition, should any court determine that the provisions of this section 4 shall be unenforceable with respect to scope, duration, or geographic area, such court shall be empowered to substitute, to the extent enforceable, provisions similar hereto or other provisions so as to provide to NBTB, to the fullest extent permitted by applicable law, the benefits intended by this section 4.

5. LIFE INSURANCE. In light of the unusual abilities and experience of Executive, NBTB in its discretion may apply for and procure as owner and for its own benefit insurance on the life of Executive, in such amount and in such form as NBTB may choose. NBTB shall make all payments for such insurance and shall receive all benefits from it. Executive shall have no interest whatsoever in any such policy or policies but, at the request of NBTB, shall submit to medical examinations and supply such information and execute such documents as may reasonably be required by the insurance company or companies to which NBTB has applied for insurance.

6. REPRESENTATIONS AND WARRANTIES.

(a) Executive represents and warrants to NBTB that his execution, delivery, and performance of this Agreement will not result in or constitute a breach of or conflict with any term, covenant, condition, or provision of any commitment, contract, or other agreement or instrument, including, without limitation, any other employment agreement, to which Executive is or has been a party.

(b) Executive shall indemnify, defend, and hold harmless NBTB for, from, and against any and all losses, claims, suits, damages, expenses, or liabilities, including court costs and counsel fees, which NBTB has incurred or to which NBTB may become subject, insofar as such losses, claims, suits, damages, expenses, liabilities, costs, or fees arise out of or are based upon any failure of any representation or warranty of Executive in section 6(a) hereof to be true and correct when made.

7. NOTICES. All notices, consents, waivers, or other communications which are required or permitted hereunder shall be in writing and deemed to have been duly given if delivered personally or by messenger, transmitted by telex or telegram, by express courier, or sent by registered or certified mail, return receipt requested, postage prepaid. All communications shall be addressed to the appropriate address of each party as follows:

If to NBTB:

NBT Bancorp Inc.
52 South Broad Street
Norwich, New York 13815

Attention: Mr. Daryl R. Forsythe
President and Chief Executive Officer

With a required copy to:

Brian D. Alprin, Esq.
Duane, Morris & Heckscher LLP
1667 K Street, N.W., Suite 700
Washington, D.C. 20006

If to Executive:

Mr. Michael J. Chewens
124 Cassie Drive
Norwich, New York 13815

All such notices shall be deemed to have been given on the date delivered, transmitted, or mailed in the manner provided above.

8. ASSIGNMENT. Neither party may assign this Agreement or any rights or obligations hereunder without the consent of the other party.

9. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflict of law thereof. The parties hereby designate Chenango County, New York to be the proper jurisdiction and venue for any suit or action arising out of this Agreement. Each of the parties consents to personal jurisdiction in such venue for such a proceeding and agrees that it

may be served with process in any action with respect to this Agreement or the transactions contemplated thereby by certified or registered mail, return receipt requested, or to its registered agent for service of process in the State of New York. Each of the parties irrevocably and unconditionally waives and agrees, to the fullest extent permitted by law, not to plead any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action or claim with respect to this Agreement or the transactions contemplated thereby brought in the courts aforesaid.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding among NBTB and Executive relating to the subject matter hereof. Any previous agreements or understandings between the parties hereto or between Executive and NBT Bank or any of its affiliates regarding the subject matter hereof, including without limitation the terms and conditions of employment, compensation, benefits, retirement, competition following employment, and the like, are merged into and superseded by this Agreement. Neither this Agreement nor any provisions hereof can be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge, or termination is sought.

11. ILLEGALITY; SEVERABILITY.

(a) Anything in this Agreement to the contrary notwithstanding, this Agreement is not intended and shall not be construed to require any payment to Executive which would violate any federal or state statute or regulation, including without limitation the "golden parachute payment regulations" of the Federal Deposit Insurance Corporation codified to Part 359 of title 12, Code of Federal Regulations.

(b) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever:

(i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and

(ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provisions held to be invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

12. ARBITRATION. Subject to the right of each party to seek specific performance (which right shall not be subject to arbitration), if a dispute arises out of or related to this Agreement, or the breach thereof, such dispute shall be referred to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). A dispute subject to the provisions of this section will exist if either party notifies the other party in writing that a dispute subject to arbitration exists and states, with reasonable specificity, the issue subject to arbitration (the "Arbitration Notice"). The parties agree that, after the issuance of the Arbitration Notice,

the parties will try in good faith to resolve the dispute by mediation in accordance with the Commercial Rules of Arbitration of AAA between the date of the issuance of the Arbitration Notice and the date the dispute is set for arbitration. If the dispute is not settled by the date set for arbitration, then any controversy or claim arising out of this Agreement or the breach hereof shall be resolved by binding arbitration and judgment upon any award rendered by arbitrator(s) may be entered in a court having jurisdiction. Any person serving as a mediator or arbitrator must have at least ten years' experience in resolving commercial disputes through arbitration. In the event any claim or dispute involves an amount in excess of \$100,000, either party may request that the matter be heard by a panel of three arbitrators; otherwise all matters subject to arbitration shall be heard and resolved by a single arbitrator. The arbitrator shall have the same power to compel the attendance of witnesses and to order the production of documents or other materials and to enforce discovery as could be exercised by a United States District Court judge sitting in the Northern District of New York. In the event of any arbitration, each party shall have a reasonable right to conduct discovery to the same extent permitted by the Federal Rules of Civil Procedure, provided that such discovery shall be concluded within ninety days after the date the matter is set for arbitration. In the event of any arbitration, the arbitrator or arbitrators shall have the power to award reasonable attorney's fees to the prevailing party. Any provision in this Agreement to the contrary notwithstanding, this section shall be governed by the Federal Arbitration Act and the parties have entered into this Agreement pursuant to such Act.

13. COSTS OF LITIGATION. In the event litigation is commenced to enforce any of the provisions hereof, or to obtain declaratory relief in connection with any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorney's fees. In the event this Agreement is asserted in any litigation as a defense to any liability, claim, demand, action, cause of action, or right asserted in such litigation, the party prevailing on the issue of that defense shall be entitled to recovery of reasonable attorney's fees.

14. AFFILIATION. A company will be deemed to be "affiliated" with NBTB or NBT Bank according to the definition of "Affiliate" set forth in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended.

15. HEADINGS. The section and subsection headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties hereto executed or caused this Agreement to be executed as of the day and year first above written.

NBT BANCORP INC.

By: /S/ DARYL R. FORSYTHE
Daryl R. Forsythe
President and Chief Executive Officer

MICHAEL J. CHEWENS

/S/ MICHAEL J. CHEWENS

EXHIBIT 10.2

Supplemental Retirement Agreement between NBT Bancorp Inc., NBT Bank, National Association and Michael J. Chewens made as of June 1, 2000

SUPPLEMENTAL RETIREMENT AGREEMENT

This sets forth the terms of an agreement for the payment of supplemental retirement income ("Agreement") made as of June 1, 2000 between (i) NBT BANCORP INC., a Delaware corporation and a registered bank holding company, and NBT BANK, NATIONAL ASSOCIATION, a national banking association chartered under the laws of the United States, both having offices located at Norwich, New York (collectively, the "Bank"), and (ii) MICHAEL J. CHEWENS, an individual residing at 124 Cassie Drive, Norwich, New York 13815, and who is a member of a select group of management or highly compensated employees within the meaning of section 201(2) of the Employee Retirement Income Security Act of 1974, as amended ("Chewens").

1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to provide Chewens a supplemental retirement benefit in accordance with the terms of this Agreement.

2. DEFINITIONS. For purposes of this Agreement, the following words shall have the meaning indicated:

(a) ACTUARIAL EQUIVALENT. "Actuarial Equivalent" shall have the same meaning the term "Actuarial Equivalent" has under Section 2.03 of the Qualified Plan using the following actuarial assumptions:

MORTALITY: "Applicable Mortality Rate" as such term is defined in Section 2.03c of the Qualified Plan.

INTEREST RATE: "Applicable Interest Rate" as such term is defined in Section 2.09b of the Qualified Plan.

(b) BENEFICIARY. "Beneficiary" shall mean such living person or living persons designated by Chewens in accordance with subparagraph 5(a) to receive benefits under this Agreement after his death, or his personal or legal representative, all as herein described and provided. If no Beneficiary is designated by Chewens or if no Beneficiary survives Chewens, the Beneficiary shall be Chewens's estate.

(c) CAUSE. "Cause" shall mean Chewens's:

(i) willful or gross misconduct with respect to the business and affairs of the Bank, or with respect to any of its affiliates for which Chewens is assigned material responsibilities or duties;

(ii) conviction of a felony (after the earlier of the expiration of any applicable appeal period without perfection of an appeal by Chewens or the denial of any appeal as to which no further appeal or review is available to Chewens) whether or not committed in the course of his employment by the Bank;

(iii) willful neglect, failure, or refusal to carry out his duties under the Employment Agreement between NBT Bancorp Inc. and Chewens dated as of June 1, 2000 (the "Employment Agreement") in a reasonable manner (other than any such failure resulting from disability or death or from termination by Chewens for Good Reason, as defined in the Employment Agreement) after a written demand for substantial performance is delivered to Chewens that specifically identifies the manner in which the Bank believes that Chewens has not substantially performed his duties and he has not resumed substantial performance of his duties on a continuous basis within thirty days of receiving such demand; or

(iv) breach of any representation or warranty in section 6(a) of the Employment Agreement or of any agreement contained in section 1, 4, 5, or 6(b) of the Employment Agreement, which breach is material and adverse to the Bank or any of its affiliates for which Chewens is assigned material responsibilities or duties.

(d) CHANGE OF CONTROL. "Change of Control" shall mean a Change in Control as such term is defined in the Change in Control Agreement between Chewens and the Bank dated January 1, 2000.

(e) CODE. "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) DETERMINATION DATE. "Determination Date" shall mean the earlier of (i) the date of termination of Chewens's employment with the Bank or (ii) the first day of the month following Chewens's 65th birthday.

(g) FINAL AVERAGE COMPENSATION. "Final Average Compensation" shall have the same meaning the term "Final Average Compensation" has under Section 2.27 of the Qualified Plan, except that in determining the amount of Compensation (as defined in Section 2.14 of the Qualified Plan) to be used in calculating Final Average Compensation under Section 2.27 of the Qualified Plan, Compensation shall not be subject to the compensation limitation of section 401(a)(17) of the Code.

(h) FULL-TIME EMPLOYEE. "Full-Time Employee" shall mean an employee who works not less than 1,000 hours in a calendar year.

(i) OTHER RETIREMENT BENEFITS. "Other Retirement Benefits" shall mean the sum of:

(i) The annual benefit payable to Chewens from the Qualified Plan, plus

(ii) The annual benefit that could be provided by (A) Bank contributions (other than elective deferrals) made on Chewens's behalf under the NBT Bancorp Inc. 401(k) and Employee Stock Ownership Plan, and (B) actual earnings on contributions in (A), if such contributions and earnings were

converted to a benefit payable on the Determination Date in the same form as the benefit paid under this Agreement, using the same actuarial assumptions as are provided under subparagraph 2(a).

The amount of Other Retirement Benefits shall be determined by an actuary selected by the Bank, with such determination to be made without reduction for payment of benefits prior to any stated "normal retirement date" and without regard to whether Chewens is receiving payment of such benefits on the Determination Date. To the extent Chewens receives a payment of Other Retirement Benefits described in subparagraph 2(i)(ii) prior to the date the Supplemental Retirement Benefit is determined pursuant to this Agreement, the total of such Other Retirement Benefits shall be determined by including and assuming that such amounts earned interest at a variable rate equal to the one-year United States Treasury bill rate as reported in the New York edition of The Wall Street Journal on the Determination Date from the date received to the date Other Retirement Benefits are calculated for purposes of this Agreement.

(j) PRESENT VALUE. "Present Value" shall mean the present value of a benefit determined on the basis of the following actuarial assumptions:

MORTALITY: "Applicable Mortality Rate" as such term is defined in Section 2.03c of the Qualified Plan.

INTEREST RATE: "Applicable Interest Rate" as such term is defined in Section 2.09b of the Qualified Plan.

(k) QUALIFIED PLAN. "Qualified Plan" shall mean the NBT Bancorp Inc. Defined Benefit Pension Plan.

(l) SOCIAL SECURITY BENEFIT. "Social Security Benefit" shall mean Chewens's actual social security benefit at his Social Security Retirement Age.

(m) SOCIAL SECURITY RETIREMENT AGE. "Social Security Retirement Age" shall have the same meaning the term "Social Security Retirement Age" has under Section 2.58 of the Qualified Plan.

(n) YEAR OF SERVICE. "Year of Service" shall mean a calendar year in which Chewens completes not less than 1,000 hours of service.

3. AMOUNT OF SUPPLEMENTAL RETIREMENT BENEFIT.

(a) AMOUNT PAYABLE ON AND AFTER AGE 62. If Chewens shall remain employed by the Bank until reaching his 62nd birthday, serving as a Full-Time Employee until such date, and subject to the other terms and conditions of this Agreement, the Bank shall pay Chewens an annual "Supplemental Retirement Benefit" determined as follows:

(i) ON AND AFTER AGE 62 BUT BEFORE SOCIAL SECURITY RETIREMENT AGE. Chewens shall be entitled to a Supplemental Retirement Benefit on and after his 62nd birthday but before his Social Security Retirement Age in an amount equal to the

excess of (1) 50 percent of Chewens's Final Average Compensation, over (2) Chewens's Other Retirement Benefits, determined as of the Determination Date and calculated in accordance with paragraph 2(i).

(ii) ON AND AFTER SOCIAL SECURITY RETIREMENT AGE. Chewens shall be entitled to a Supplemental Retirement Benefit on and after his Social Security Retirement Age in an amount equal to the excess of (1) 50 percent of Chewens's Final Average Compensation, over (2) the sum of (aa) Chewens's Other Retirement Benefits, determined as of the Determination Date and calculated in accordance with paragraph 2(i), plus (bb) Chewens's Social Security Benefit.

(b) AMOUNT PAYABLE ON AND AFTER AGE 60 BUT BEFORE AGE 62. If Chewens shall remain employed by the Bank until reaching his 60th birthday, serving as a Full-Time Employee until such date and he continues to serve as a Full-Time Employee until the date of his retirement, and he retires then or thereafter but before reaching his 62nd birthday, and subject to the other terms and conditions of this Agreement, the Bank shall pay Chewens on the date of his retirement, pursuant to subparagraph 4(b), or to his spouse or other Beneficiary, pursuant and subject to subparagraph 6(c) if he has died before his 62nd birthday, a reduced early Supplemental Retirement Benefit calculated in accordance with the following schedule:

(i) If the date of Chewens's retirement shall be on or after his 60th birthday but before his 61st birthday, the Bank shall pay Chewens 60% of the Supplemental Retirement Benefit calculated in accordance with subparagraph 3(a)(i); and

(ii) If the date of Chewens's retirement shall be on or after his 61st birthday but before his 62nd birthday, the Bank shall pay Chewens 70% of the Supplemental Retirement Benefit so calculated.

4. TIME OF PAYMENT.

(a) Except as provided in subparagraph 4(b) (early retirement) and paragraph 6 (payment on death), the Bank shall pay the Supplemental Retirement Benefit commencing on the first day of the month following Chewens's attainment of age 62.

(b) Notwithstanding subparagraph 4(a), the Bank shall commence payment of an early Supplemental Retirement Benefit, in the amount determined under subparagraph 3(b), on the first day of the month following Chewens's Determination Date in connection with early retirement after reaching age 60 and prior to the date of his 62nd birthday.

5. FORM OF PAYMENT.

(a) The Supplemental Retirement Benefit described in paragraph 3 of this Agreement shall be paid as a straight life annuity, payable in monthly installments, for Chewens's life; provided, however, that if Chewens has no surviving spouse and dies before having received 60 monthly payments, such monthly payments shall be continued to his

Beneficiary until the total number of monthly payments to Chewens and his Beneficiary equal 60, whereupon all payments shall cease and the Bank's obligation under this Agreement shall be deemed to have been fully discharged. If Chewens and his Beneficiary shall die before having received a total of 60 monthly payments, an amount equal to the Actuarial Equivalent of the balance of such monthly payments shall be paid in a single sum to the estate of the survivor of Chewens and his Beneficiary. If Supplemental Retirement Benefits are payable in the form described in this subparagraph 5(a), Chewens shall designate in writing, as his Beneficiary, any person or persons, primarily, contingently or successively, to whom the Bank shall pay benefits following Chewens's death if Chewens's death occurs before 60 monthly payments have been made.

(b) Notwithstanding the form of payment described in subparagraph 5(a), if Chewens is married on the date payment of the Supplemental Retirement Benefit commences, the benefit shall be paid as a 50% joint and survivor annuity with Chewens's spouse as the Beneficiary. The 50% joint and survivor annuity shall be the Actuarial Equivalent of the benefit described in subparagraph 5(a). If the Supplemental Retirement Benefit is payable pursuant to this subparagraph 5(b), but Chewens's spouse fails to survive him, no payments will be made pursuant to this Agreement following Chewens's death.

(c) Notwithstanding the foregoing provisions of this paragraph 5, the Bank, in its sole discretion, may accelerate the payment of all or any portion of the Supplemental Retirement Benefit or the reduced early Supplemental Retirement Benefit at any time. Any payment accelerated in accordance with this subparagraph 5(c) shall be the Actuarial Equivalent of the payment being accelerated.

6. PAYMENTS UPON CHEWENS'S DEATH.

(a) Except as provided in subparagraphs 6(b) and (c), if Chewens shall die before his 62nd birthday, no payment shall be due his estate under this Agreement.

(b) If Chewens's death shall occur on or after his 60th birthday, after he has retired but before payment of any Supplemental Retirement Benefit has commenced, Chewens's surviving spouse shall be paid as a straight life annuity 50 percent of the Supplemental Retirement Benefit for her life commencing within 30 days following Chewens's death. Such payments shall be made in monthly installments, subject to the right of the Bank to accelerate payment at any time in accordance with subparagraph 5(c).

(c) If Chewens elects early retirement pursuant to subparagraph 3(b) and he dies before payment of any Supplemental Retirement Benefit has commenced, Chewens's surviving spouse shall be paid, in monthly installments, as a straight life annuity, 50 percent of such Supplemental Retirement Benefit for her life commencing within 30 days following Chewens's death, subject to the right of the Bank to accelerate such payments as provided in subparagraph 5(c). However, if Chewens's spouse fails to survive him, the Bank shall pay to Chewens's estate a lump sum benefit equal to 50 percent of the Present Value of Chewens's Supplemental Retirement Benefit.

(d) Except as otherwise provided in subparagraph 6(c), no payments shall be made under this Agreement if Chewens dies before payment of any Supplemental Retirement Benefit begins and his spouse fails to survive him.

(e) If Chewens's death shall occur after payment of a Supplemental Retirement Benefit has commenced, Chewens surviving spouse or other Beneficiaries shall receive payments under this Agreement to the extent provided in paragraph 5.

7. FORFEITURE FOR CAUSE. Notwithstanding any other provision of this Agreement, if Chewens's employment with the Bank is terminated for Cause, Chewens and his spouse or other Beneficiaries shall forfeit all rights to any payment under this Agreement.

8. POWERS. The Bank shall have such powers as may be necessary to discharge its duties under this Agreement, including the power to interpret and construe this Agreement and to determine all questions regarding employment, disability status, service, earnings, income and such factual matters as birth and marital status. The Bank's determinations hereunder shall be conclusive and binding upon the parties hereto and all other persons having or claiming an interest under this Agreement. The Bank shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Bank's determinations hereunder shall be entitled to deference upon review by any court, agency or other entity empowered to review its decisions, and shall not be overturned or set aside by any court, agency or other entity unless found to be arbitrary, capricious or contrary to law.

9. CLAIMS PROCEDURE.

(a) Any claim for benefits by Chewens, his spouse or other Beneficiaries shall be made in writing to the Bank. In this paragraph, Chewens and his Beneficiaries are referred to as "claimants."

(b) If the Bank denies a claim in whole or in part, it shall send the claimant a written notice of the denial within 90 days after the date it receives a claim, unless it needs additional time to make its decision. In that case, the Bank may authorize an extension of an additional 90 days if it notifies the claimant of the extension within the initial 90-day period. The extension notice shall state the reasons for the extension and the expected decision date.

(c) A denial notice shall contain:

(i) The specific reason or reasons for the denial of the claim;

(ii) Specific reference to pertinent Agreement provisions upon which the denial is based;

(iii) A description of any additional material or information necessary to perfect the claim, with an explanation of why the material or information is necessary; and

(iv) An explanation of the review procedures provided below.

(d) Within 60 days after the claimant receives a denial notice, he or she may file a request for review with the Bank. Any such request must be made in writing.

(e) A claimant who timely requests review shall have the right to review pertinent documents, to submit additional information or written comments, and to be represented.

(f) The Bank shall send the claimant a written decision on any request for review within 60 days after the date it receives a request for review, unless an extension of time is needed, due to special circumstances. In that case, the Bank may authorize an extension of an additional 60 days, provided it notifies the claimant of the extension within the initial 60-day period.

(g) The review decision shall contain:

(i) The specific reason or reasons for the decision; and

(ii) Specific reference to the pertinent Agreement provisions upon which the decision is based.

(h) If the Bank does not send the claimant a review decision within the applicable time period, the claim shall be deemed denied on review.

(i) The denial notice or, in the case of a timely review, the review decision (including a deemed denial under subparagraph 9(h)) shall be the Bank's final decision.

10. ASSIGNMENT. Neither Chewens nor his spouse or other Beneficiaries may transfer his, her or their right to payments to which he, she or they are entitled under this Agreement. Except insofar as may otherwise be required by law, any Supplemental Retirement Benefit payable under this Agreement shall not be subject in any manner to alienation by anticipation, sale, transfer, assignment, pledge or encumbrance, nor subject to the debts, contracts, or liabilities of Chewens or his spouse or other Beneficiaries.

11. CONTINUED EMPLOYMENT. This Agreement shall not be construed as conferring on Chewens a right to continued employment with the Bank.

12. FUNDING.

(a) The Supplemental Retirement Benefit at all times shall be entirely unfunded, and no provision shall at any time be made with respect to segregating any assets of the Bank for payments of any benefits hereunder, except that in the event of a Change of Control, the Bank, within five (5) days of such Change of Control, shall fund a grantor trust within the meaning of section 671 of the Code with an amount sufficient to cover all potential liabilities under this Agreement.

(b) Neither Chewens nor his spouse or other Beneficiaries shall have any interest in any particular assets of the Bank by reason of the right to receive a benefit under this Agreement. Chewens and his spouse or other Beneficiaries shall have only the rights of general unsecured creditors of the Bank with respect to any rights under this Agreement.

(c) Nothing contained in this Agreement shall constitute a guarantee by the Bank or any entity or person that the assets of the Bank will be sufficient to pay any benefit hereunder.

13. WITHHOLDING. Any payment made pursuant to this Agreement shall be reduced by federal and state income, FICA or other employee payroll, withholding or other similar taxes the Bank may be required to withhold. In addition, as the Supplemental Retirement Benefit accrues during Chewens's employment with the Bank, the Bank may withhold from Chewens's regular compensation from the Bank any FICA or other employee payroll, withholding or other similar taxes the Bank may be required to withhold.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Bank.

15. APPLICABLE LAW. This Agreement shall be construed and administered in accordance with the laws of the State of New York, except to the extent preempted by federal law.

16. AMENDMENT. This Agreement may not be amended, modified or otherwise altered except by written instrument executed by both parties.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all prior agreements or understanding (whether oral or written) between the parties, relating to deferred compensation and/or supplemental retirement income.

The parties hereby execute this Agreement as follows:

NBT BANCORP INC.

By /S/ DARYL R. FORSYTHE

Date: 6/1/00

Its President & CEO

NBT BANK, NATIONAL ASSOCIATION

By /S/ DARYL R. FORSYTHE

Date: 6/1/00

Its Chairman

Date: 6/1/00

/S/ MICHAEL J. CHEWENS

MICHAEL J. CHEWENS

EXHIBIT 27.1
FINANCIAL DATA SCHEDULE FOR THE NINE MONTHS ENDED
SEPTEMBER 30, 2000

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM NBT BANCORP INC'S FORM 10-Q FOR THE PERIOD ENDED SEPTEMBER 30, 2000 AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO FINANCIAL STATEMENTS

1,000	
U.S. DOLLARS	
	9-MOS
	DEC-31-2000
	JAN-1-2000
	SEP-30-2000
	1
	62,964
1,896	
	11,465
	0
590,895	
107,320	
104,742	
	1,667,633
	22,682
2,559,064	
	1,936,483
	154,162
25,018	
	236,418
0	
	0
	242
	206,741
2,559,064	
	103,059
	35,663
	1,864
	140,586
	52,830
	69,734
70,852	
	5,418
	143
	57,540
	22,755
14,504	
	0
	0
	14,504
	.62
	.62
	4.17
	9,257
	2,224
	747
	27,808
	19,711
	3,365
	918
	22,682
22,682	
	0
3,811	