



CANNON HEYMAN & WEISS, LLP

Celebrating 20 years in Affordable Housing & Community Development Law

Notice to Municipality

April 20, 2021

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

City of Schenectady
Center City Plaza
433 State Street
Schenectady, New York 12305

Re: Environmental Easement
830 & 834 Albany Street, Schenectady, New York
Tax Map ID Nos.: 49.33-2-33.1 & 49.33-4-10.1
DEC Site No.: C447052

Dear Sir or Madam:

On behalf of our client, Hamilton Hill II Limited Partnership, attached please find a recorded copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on April 6, 2021 by Hamilton Hill II Limited Partnership for the above-referenced parcels of real property.

This Environmental Easement restricts future use of the above-referenced properties to restricted residential, commercial or industrial use as described therein. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

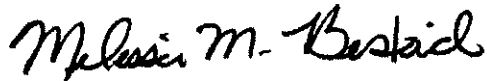
1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such

application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

CANNON HEYMAN AND WEISS, LLP

A handwritten signature in black ink that reads "Melissa M. Beskid". The signature is written in a cursive style with a large initial "M".

Melissa M. Beskid

OFFICE OF THE SCHENECTADY COUNTY CLERK



620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Carla Saglimbeni
Deputy County Clerks

Cara M. Ackerley
County Clerk

Instrument Number - 202115840

Recorded On 4/9/2021 At 8:55:55 AM

* Instrument Type - EASEMENT

* Book/Page - DEED/2056/329

* Total Pages - 11

Invoice Number - 1078744 User ID: TMH

* Document Number - 2021-1710

* Grantor - HAMILTON HILL II LIMITED PARTNERSHIP

* Grantee - PEOPLE STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

*RETURN DOCUMENT TO:
SMR TITLE AGENCY, INC

* FEES

NY LAND SUR	\$0.00
NY LAND COMP SUR	\$0.00
CO GENERAL REVENUE	\$0.00
CO LAND SUR	\$0.00
CO LAND COMP SUR	\$0.00
TOTAL PAID	\$0.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 202115840



County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 6th day of April, 2021, between Owner Hamilton Hill II Limited Partnership, having an office at c/o The Community Builders, Inc., 90 State Street, Albany, New York 12207, County of Albany, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 830 Albany Street in the City of Schenectady, County of Schenectady and State of New York, known and designated on the tax map of the County Clerk of Schenectady as tax map parcel number: Section 49.33 Block 2 Lot 33.1, being a portion of the property conveyed to Grantor by deed dated November 6, 2019 and recorded in the Schenectady County Clerk's Office in Liber and Page 2024/782. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.129 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 4, 2020 prepared by William J. Nettleton, L.L.S. of C.T. Male Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 834 Albany Street in the City of Schenectady, County of Schenectady and State of New York, known and designated on the tax map of the County Clerk of Schenectady as tax map parcel number: Section 49.33 Block 4 Lot 10.1, being a portion of the property conveyed to Grantor by deed dated

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

November 6, 2019 and recorded in the Schenectady County Clerk's Office in Liber and Page 2024/782. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.129 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 4, 2020 prepared by William J. Nettleton, L.L.S. of C.T. Male Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C447052-10-18, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed below apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Schenectady County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(3) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for raising livestock or producing animal

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

products for human consumption, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. This Environmental Easement describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in this Environmental Easement which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

E. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

F. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
- (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
 - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
 - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

Parties shall address correspondence to: Site Number: C447052
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.


9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Remainder of Page Intentionally Left Blank

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 6th day of APRIL, in the year 20 , before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

Dale Thiel
Notary Public, State of New York
No. 01TH6414394
Qualified in Columbia County.
Commission Expires 2/22/2025

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

SCHEDULE "A" PROPERTY DESCRIPTION

**DESCRIPTION
LANDS NOW OR FORMERLY OF
TCB HOLDINGS, INC.
KNOWN AS 830 ALBANY STREET
CITY OF SCHENECTADY, COUNTY OF SCHENECTADY, STATE OF NEW YORK
AREA = 29,598± SQUARE FEET OF LAND**

All that certain tract, piece or parcel of land situate in the City of Schenectady, County of Schenectady, State of New York, lying Northwesterly of Craig Street and Southwesterly of Albany Street as shown on a map entitled "Lot Line Adjustment 820 Albany Street – 824 Albany Street – 830 Albany Street – 834 Albany Street – 840 Albany Street – 302 Craig Street – 304 Craig Street – 306 Craig Street – 308 Craig Street – 310 Craig Street Prepared For TCB Holdings, Inc.," prepared by C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. dated December 6, 2017, last revised August 23, 2018, Project No. 17.7266, Dwg No. 17-0707 and filed in the Schenectady County Clerk's Office on October 16, 2018 in Cabinet N as Map No. 390, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Southwesterly street boundary of Albany Street (right-of-way width varies) with the Northwesterly street boundary of Craig Street (right-of-way width varies) and runs thence from said point of beginning along said Northwesterly street boundary of Craig Street the following four (4) courses: 1) South 23 deg. 16 min. 36 sec. West 112.79 feet to a point; 2) South 23 deg. 52 min. 43 sec. West 72.45 feet to a point; 3) South 23 deg. 52 min. 32 sec. West 34.72 feet to a point; and 4) South 23 deg. 48 min. 41 sec. West 25.82 feet to its point of intersection with the division line between the lands now or formerly of TCB Holdings, Inc. as described in Book 1993 of Deeds at Page 122, Book 1986 of Deeds at Page 452, and Book 1952 of Deeds at Page 985 on the Northeast and the lands now or formerly of Schenectady Urban Renewal Agency as described in Book 2007 of Deeds at Page 152 on the Southwest; thence North 44 deg. 30 min. 11 sec. West along the last mentioned division line 94.16 feet to its point of intersection with the division line between the said lands now or formerly of TCB Holdings, Inc. on the Southeast and the lands now or formerly of Craig Street Limited Partnership as described in Book 1951 of Deeds at Page 930 and Book 1952 of Deeds at Page 985 on the Northwest; thence North 46 deg. 33 min. 58 sec. East along the last mentioned division line

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

24.00 feet to its point of intersection with the division line between the said lands now or formerly of TCB Holdings, Inc. on the Northeast and the said lands now or formerly of Craig Street Limited Partnership on the Southwest; thence along said division line the following two (2) courses: 1) North 44 deg. 30 min. 11 sec. West 38.23 feet to a point; and 2) North 42 deg. 21 min. 49 sec. West 30.00 feet to its point of intersection with the division line between the said lands now or formerly of TCB Holdings, Inc. on the Southeast and the lands now or formerly of Better Neighborhoods, Inc. as described in Book 1503 of Deeds at Page 420 on the Northwest; thence North 47 deg. 38 min. 11 sec. East along the last mentioned division line 1.51 feet to its point of intersection with the division line between the said lands now or formerly of TCB Holdings, Inc. on the Northeast and the said lands now or formerly of Better Neighborhoods, Inc. on the Southwest; thence North 42 deg. 16 min. 06 sec. West along the last mentioned division line 28.33 feet to its point of intersection with the common division line between the said lands now or formerly of TCB Holdings, Inc. on the Southeast and the lands now or formerly of Duryea Memorial A.M.E. Zion Church as described in Book 1017 of Deeds at Page 537, Book 1073 of Deeds at Page 797, and Book 1357 of Deeds at Page 213 and lands now or formerly of Schenectady Urban Renewal Agency as described in Book 2006 of Deeds at Page 871 on the Northwest; thence along said common division line the following two (2) courses: 1) North 48 deg. 25 min. 50 sec. East 93.67 feet to a point; and 2) North 49 deg. 12 min. 08 sec. East 109.99 feet to its point of intersection with the above mentioned Southwesterly street boundary of Albany Street; thence along said Southwesterly street boundary South 42 deg. 31 min. 51 sec. East 86.64 feet to the point or place of beginning and containing 29,598± square feet of land.

Subject to any covenants, easements, or restrictions of records.

County: Schenectady Site No: C447052 Brownfield Cleanup Agreement Index : C447052-10-18

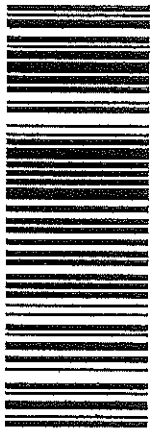
DESCRIPTION
LANDS NOW OR FORMERLY OF
TCB HOLDINGS, INC.
KNOWN AS 834 ALBANY STREET
CITY OF SCHENECTADY, COUNTY OF SCHENECTADY, STATE OF NEW YORK
AREA = 5,610± SQUARE FEET OF LAND

All that certain tract, piece or parcel of land situate in the City of Schenectady, County of Schenectady, State of New York, lying Southwesterly of Albany Street and Southeasterly of Craig Street as shown on a map entitled "Lot Line Adjustment 820 Albany Street – 824 Albany Street – 830 Albany Street – 834 Albany Street – 840 Albany Street – 302 Craig Street – 304 Craig Street – 306 Craig Street – 308 Craig Street – 310 Craig Street Prepared For TCB Holdings, Inc.," prepared by C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C. dated December 6, 2017, last revised August 23, 2018, Project No. 17.7266, Dwg No. 17-0707 and filed in the Schenectady County Clerk's Office on October 16, 2018 in Cabinet N as Map No. 390, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Southeasterly street boundary of Craig Street (right-of-way width varies) with the Southwesterly street boundary of Albany Street (right-of-way width varies) and runs thence from said point of beginning along said Southwesterly street boundary of Albany Street South 43 deg. 32 min. 21 sec. East 77.70 feet to its point of intersection with the division line between the lands now or formerly of TCB Holdings, Inc. as described in Book 1993 of Deeds at Page 122 on the Northwest and the lands now or formerly of Sherman Boyie as described in Book 1991 of Deeds at Page 633 on the Southeast; thence South 47 deg. 01 min. 39 sec. West along the last mentioned division line 100.00 feet to its point of intersection with the division line between the said lands now or formerly of TCB Holdings, Inc. on the Northeast and the lands now or formerly of Francisco Mendez and Sonia Mendez as described in Book 1704 of Deeds at Page 284 on the Southwest; thence North 43 deg. 32 min. 21 sec. West along the last mentioned division line 34.52 feet to its point of intersection with the above mentioned Southeasterly street boundary of Craig Street; thence along said Southeasterly street boundary North 23 deg. 34 min. 59 sec. East 108.53 feet to the point or place of beginning and containing 5,610± square feet of land.

Subject to any covenants, easements, or restrictions of records.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL



7018 1130 0000 9190 6644
 7018 1130 0000 9190 6644

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee
 \$ 3.60

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ 2.85

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage \$ 0.91

Total Postage and Fees \$ 7.36

Sent To
 City of Schenectady
 Street and Apt. No., or PO Box No.
 Center City Plaza 433 State St
 City, State, ZIP+4®
 Schenectady, NY 12305

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>City of Schenectady Center City Plaza 433 State St Schenectady NY 12305</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Hardcopy</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7018 1130 0000 9190 6644</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Susan A. Nixon, Esq.
Cannon Heyman & Weiss, LLP
54 State St, 5th Floor
Albany NY 12207

Commbv. 200303