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Albany, New York 12260  
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Thomas J. Ruane  
Partner  
518.487.7698 phone  
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January 7, 2026

**Via Certified Mail Return Receipt Requested**

Cheryl A. Salem  
New York State Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, New York 12233-1500

**Re:    *Environmental Easement***  
***700 Smith Blvd, Albany, New York***  
***Tax Map Parcel No.: Section 87.10, Block 4, Lot 1***  
***DEC Site No.: 401080***

Dear Ms. Salem:

Enclosed, please find the following documentation with respect to the above-referenced site:

1. Recorded Environmental Easement for Albany Port District Commission (Attachment A); and
2. Copy of the Notice to Municipality mailed to the City of Albany (Attachment B); and
3. Proof of mailing the Notice to Municipality (Attachment C).

Sincerely,

/s/ *T.J. Ruane*

T.J. Ruane, Esq.

Enclosures

# **ATTACHMENT A**



ALBANY COUNTY – STATE OF NEW YORK  
 BRUCE A. HIDLEY COUNTY CLERK  
 16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: R2026-42

Receipt#: 20260860445  
 Clerk: HC  
 Rec Date: 01/02/2026 10:54:59 AM  
 Doc Grp: D  
 Descrip: DEED, EASEMENT  
 Num Pgs: 12  
 Rec'd Frm: CSC

Party1: ALBANY PORT DISTRICT COMMISSION  
 Party2: PEOPLE OF THE STATE OF NEW YORK

Recording:

Cover Page	5.00
Recording Fee	75.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 105.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 105.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 3132  
 Transfer Tax

Total: 0.00

Record and Return To:

CSC  
 801 ADLAI STEVENSON DRIVE  
 SPRINGFIELD, IL 62703

THIS PAGE CONSTITUTES THE CLERK'S  
 ENDORSEMENT, REQUIRED BY SECTION 316-a (5)  
 & 319 OF THE REAL PROPERTY LAW OF THE  
 STATE OF NEW YORK.

Bruce A. Hidley  
 Albany County Clerk

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

**THIS INDENTURE** made this 8<sup>th</sup> day of December, 2025, between Owner, Albany Port District Commission, having an office at 106 Smith Blvd, Albany, NY 12202, 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" or "State" 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 700 Smith Boulevard in the City of Albany, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel number: Section 87.10 Block 4 Lot 1, being the same as that property conveyed to Grantor by deed dated March 13, 1934, and recorded in the Albany County Clerk's Office in Liber 868 of Deeds at Page 27. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 12.127 acres of the 14.54 +/- acres of the total parcel, and is hereinafter more fully described in the Land Title Survey dated May 11, 2020, as revised on June 17, 2022 and as stamped on June 22, 2022, prepared by William T. Whipple, PLS #50526 of Control Point Associates, Inc., 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**, this Environmental Easement is required pursuant to the terms and conditions of Order on Consent and Administrative Settlement Index No: CO 4-20200424-56 entered between Grantor and NYSDEC (the "NYSDEC Consent Order") and Approval for Risk-Based

Cleanup and Disposal of Polychlorinated Biphenyl Remediation Waste issued by the United States Environmental Protection Agency on January 29, 2021 (the "Approval"). A description of the contamination found at the Controlled Property and of the work performed under the Approval can be found in the Approval and the Department-approved and EPA- approved Site Management Plan ("SMP"). A copy of the Approval is attached hereto as Schedule B; 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,

**WHEREAS**, Grantor and Grantee hereby agree that the United States, through the United States Environmental Protection Agency ("EPA"), shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA;

**WHEREAS**, EPA issued on January 29, 2021, an Approval for Risk-Based Cleanup and Disposal of Polychlorinated Biphenyl ("PCB") Remediation Waste (the "Approval") which, *inter alia*, required the Grantor to excavate and send soil contaminated with PCBs above 25 parts per million ("ppm") off-site for disposal; contain remaining on-site soil contaminated with PCBs up to 25 ppm onsite beneath a cap; maintain a 6' tall chain link fence; perform long-term maintenance and monitoring; and implement the SMP when approved; and,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO 4-20200424-56, 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 in the Department-approved and EPA-approved Site Management Plan ("SMP") including any and all Department-approved and EPA-approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements 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:

**Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

- (2) All Engineering Controls must be operated and maintained as specified in the SMP;
- (3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;
- (4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Albany 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;
- (5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;
- (6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;
- (7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;
- (8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;
- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP; and,
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York and of the EPA 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 Residential, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), as long as PCB remediation waste above 1 ppm is present on the Controlled Property, unless otherwise approved in writing by EPA, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP 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. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section

Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department and the EPA approve for the Controlled Property and all Department-approved and EPA-approved amendments to that SMP. Grantor must also comply with Section 10 of the Agreement in connection with any sale or lease of the Site.

E. 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 or conveying any interest in any portion of the Controlled Property, including but not limited to deeds, leases and mortgages, 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. THE ENVIRONMENTAL EASEMENT SHALL BE ENFORCEABLE BY THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

F. 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.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC and/or EPA may require, submit to NYSDEC and EPA a written statement by an expert the NYSDEC and EPA 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 EPA and that all controls are in the Department-approved and EPA-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.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State and of the United States 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; and,

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, and/or by EPA, to ensure compliance with the SMP and other applicable requirements including 40 C.F.R. Part 761, 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



counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law. Notice of any such amendment shall be provided to EPA as provided in paragraph 6, above.

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. Notice of any such extinguishment shall be provided to EPA as provided in paragraph 6, above.

A. Grantor covenants and agrees that should the Environmental Easement be extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, Grantor shall file a deed notice pursuant to Paragraph 9 of the Approval that must remain in place on the property as long as the disposed PCBs remain on the property. EPA reserves the right to enforce any failure to have a deed notice properly filed as required by the Approval as an illegal PCB disposal.

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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

12. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or constitute a waiver of any rights EPA may have pursuant to the Approval or federal law.

13. State authority: Nothing herein shall constitute a waiver of any rights the State may have pursuant to the Environmental Conservation Law, regulations and/or relevant provisions of statutory or common law.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

ALBANY PORT DISTRICT COMMISSION:

By: Richard J Hendrick

Print Name: RICHARD J HENDRICK

Title: CEO Date: OCT. 10, 2025

**Grantor's Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the 10<sup>th</sup> day of October, in the year 2025, before me, the undersigned, personally appeared Richard J. Hendrick, 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/they~~ executed the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patrick K. Jordan  
Notary Public - State of New York

**PATRICK K. JORDAN**  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 02JO6140368  
Commission Expires Jan. 30, 2026

**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,

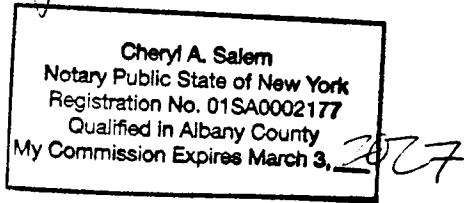
By: Andrew Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 31<sup>st</sup> day of December, in the year 2025 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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.

Cheryl A. Salem  
Notary Public - State of New York



**SCHEDULE "A" PROPERTY DESCRIPTION**

**ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 401080**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING NORTHERLY OF RAFT STREET AND WESTERLY OF SMITH BOULEVARD IN THE CITY OF ALBANY, COUNTY OF ALBANY AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF RAFT STREET AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1, ON THE NORTH AND 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1, ON THE SOUTH, THENCE RUNNING ALONG SAID LEASE DIVISION LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) NORTH 70°58'20" WEST, A DISTANCE OF 169.57 FEET TO A POINT;
- 2) NORTH 52°28'20" WEST, A DISTANCE OF 69.69 FEET TO A POINT;
- 3) NORTH 23°44'20" WEST, A DISTANCE OF 86.82 FEET TO A POINT;
- 4) NORTH 09°56'20" WEST, A DISTANCE OF 100.61 FEET TO A POINT;
- 5) NORTH 03°49'10" EAST, A DISTANCE OF 890.48 FEET TO A POINT; AND
- 6) SOUTH 70°58'20" EAST, A DISTANCE OF 227.6± FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE WEST AND 300 SMITH BOULEVARD, TAX PARCEL 87.11-1-10 ON THE EAST;

THENCE RUNNING ALONG SAID DIVISION LINE AND GENERALLY ALONG A FENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 08°37'32" EAST, A DISTANCE OF 416.1± FEET TO A POINT;
- 2) NORTH 19°39'35" EAST, A DISTANCE OF 123.61 FEET TO A POINT; AND
- 3) SOUTH 70°58'20" EAST, A DISTANCE OF 520.96 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1, ON THE WEST AND 500 SMITH BOULEVARD, TAX PARCEL 87.11-1-2 ON THE EAST;

THENCE SOUTH 19°01'40" WEST, ALONG SAID LEASE DIVISION LINE AND ALONG SAID 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1, A DISTANCE OF 346.88 FEET TO A POINT;

THENCE SOUTH 70°58'20" EAST, ALONG SAID 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1, A DISTANCE OF 155.70 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE WEST AND 502 SMITH BOULEVARD, TAX PARCEL 87.11-1-3 ON THE EAST;

THENCE SOUTH 19°01'40" WEST, ALONG SAID LEASE DIVISION LINE, A DISTANCE OF 241.60 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE NORTH AND SAID 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1 ON

THE SOUTH;

THENCE RUNNING ALONG SAID LEASE DIVISION LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 70°58'20" WEST, A DISTANCE OF 321.82 FEET TO A POINT; AND
- 2) SOUTH 19°01'40" WEST, A DISTANCE OF 48.00 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE NORTH AND 201 RAFT STREET, TAX PARCEL 87.10-4-2 ON THE SOUTH;

THENCE RUNNING ALONG SAID LEASE DIVISION LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 70°58'20" WEST, A DISTANCE OF 200.00 FEET TO A POINT; AND
- 2) SOUTH 19°01'40" WEST, A DISTANCE OF 151.69 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 633,570± SQUARE FEET OR 14.54± ACRES OF LAND, MORE OR LESS.

**SCHEDULE "B"**

Approval for Risk-Based Cleanup and Disposal of Polychlorinated Biphenyl Remediation Waste

CSC  
www.cscglobal.com

CSC- Boston  
6th Floor  
84 State Street  
Boston, MA 02109-2202  
800-927-9800  
617-523-6380 (Fax)

Matter# ALBANY COUNTY, NY  
Project Id :

Order# 766202-1  
Order Date 12/31/2025

Entity Name: THE PEOPLE OF THE STATE OF NEW YORK, ALBANY PORT DISTRICT COMMISSION ET AL  
Jurisdiction: NY - Albany County  
Request for: UCC Filing  
File Type: MISCELLANEOUS DEED FILING  
Result: Filed  
File Number: R2026-42  
Filing Date: 01/02/2026

Ordered by AIDAN DODD at WHITEMAN OSTERMAN & HANNA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Tim O'Brien  
[tim.obrien@cscglobal.com](mailto:tim.obrien@cscglobal.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

# **ATTACHMENT B**

WHITEMAN  
OSTERMAN  
& HANNA LLP

Attorneys at Law  
*www.woh.com*

One Commerce Plaza  
Albany, New York 12260  
518.487.7600

Thomas J. Ruane  
Partner  
518.487.7698 phone  
*truane@woh.com*

January 7, 2026

**Via Certified Mail**

Dr. Dorsey L. Applys, City Mayor  
City of Albany  
24 Eagle Street  
City Hall, Room 102  
Albany, NY 12207

***Re:    Notice to Municipality  
          Environmental Easement***

Dear Mayor Applys:

Attached, as a supplement to our letter dated January 5, 2025, please find a recorded copy of an environmental easement granted to the New York State Department of Environmental Conservation (“Department”) on December 8, 2025 by:

Albany Port District Commission  
for property at 700 Smith Blvd, Albany, New York;  
Tax Map Parcel No.: Section 87.10, Block 4, Lot 1;  
DEC Site No.: 401080

This Environmental Easement restricts future use of the above-referenced property to industrial use. 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:

January 7, 2026

Page 2

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.

Sincerely,

/s/ *T.J. Ruane*

T.J. Ruane, Esq.

Enclosure



ALBANY COUNTY – STATE OF NEW YORK  
 BRUCE A. HIDLEY COUNTY CLERK  
 16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

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Bruce A. Hidley  
 Albany County Clerk

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**THIS INDENTURE** made this 8<sup>th</sup> day of December, 2025, between Owner, Albany Port District Commission, having an office at 106 Smith Blvd, Albany, NY 12202, 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" or "State" 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 700 Smith Boulevard in the City of Albany, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel number: Section 87.10 Block 4 Lot 1, being the same as that property conveyed to Grantor by deed dated March 13, 1934, and recorded in the Albany County Clerk's Office in Liber 868 of Deeds at Page 27. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 12.127 acres of the 14.54 +/- acres of the total parcel, and is hereinafter more fully described in the Land Title Survey dated May 11, 2020, as revised on June 17, 2022 and as stamped on June 22, 2022, prepared by William T. Whipple, PLS #50526 of Control Point Associates, Inc., 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**, this Environmental Easement is required pursuant to the terms and conditions of Order on Consent and Administrative Settlement Index No: CO 4-20200424-56 entered between Grantor and NYSDEC (the "NYSDEC Consent Order") and Approval for Risk-Based

Cleanup and Disposal of Polychlorinated Biphenyl Remediation Waste issued by the United States Environmental Protection Agency on January 29, 2021 (the "Approval"). A description of the contamination found at the Controlled Property and of the work performed under the Approval can be found in the Approval and the Department-approved and EPA- approved Site Management Plan ("SMP"). A copy of the Approval is attached hereto as Schedule B; 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,

**WHEREAS**, Grantor and Grantee hereby agree that the United States, through the United States Environmental Protection Agency ("EPA"), shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA;

**WHEREAS**, EPA issued on January 29, 2021, an Approval for Risk-Based Cleanup and Disposal of Polychlorinated Biphenyl ("PCB") Remediation Waste (the "Approval") which, *inter alia*, required the Grantor to excavate and send soil contaminated with PCBs above 25 parts per million ("ppm") off-site for disposal; contain remaining on-site soil contaminated with PCBs up to 25 ppm onsite beneath a cap; maintain a 6' tall chain link fence; perform long-term maintenance and monitoring; and implement the SMP when approved; and,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: CO 4-20200424-56, 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 in the Department-approved and EPA-approved Site Management Plan ("SMP") including any and all Department-approved and EPA-approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements 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:

**Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

- (2) All Engineering Controls must be operated and maintained as specified in the SMP;
- (3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;
- (4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Albany 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;
- (5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;
- (6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;
- (7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;
- (8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;
- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP; and,
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York and of the EPA 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 Residential, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), as long as PCB remediation waste above 1 ppm is present on the Controlled Property, unless otherwise approved in writing by EPA, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP 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. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section

Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department and the EPA approve for the Controlled Property and all Department-approved and EPA-approved amendments to that SMP. Grantor must also comply with Section 10 of the Agreement in connection with any sale or lease of the Site.

E. 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 or conveying any interest in any portion of the Controlled Property, including but not limited to deeds, leases and mortgages, 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. THE ENVIRONMENTAL EASEMENT SHALL BE ENFORCEABLE BY THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

F. 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.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC and/or EPA may require, submit to NYSDEC and EPA a written statement by an expert the NYSDEC and EPA 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 EPA and that all controls are in the Department-approved and EPA-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.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State and of the United States 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; and,

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, and/or by EPA, to ensure compliance with the SMP and other applicable requirements including 40 C.F.R. Part 761, 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



counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law. Notice of any such amendment shall be provided to EPA as provided in paragraph 6, above.

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. Notice of any such extinguishment shall be provided to EPA as provided in paragraph 6, above.

A. Grantor covenants and agrees that should the Environmental Easement be extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, Grantor shall file a deed notice pursuant to Paragraph 9 of the Approval that must remain in place on the property as long as the disposed PCBs remain on the property. EPA reserves the right to enforce any failure to have a deed notice properly filed as required by the Approval as an illegal PCB disposal.

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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

12. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or constitute a waiver of any rights EPA may have pursuant to the Approval or federal law.

13. State authority: Nothing herein shall constitute a waiver of any rights the State may have pursuant to the Environmental Conservation Law, regulations and/or relevant provisions of statutory or common law.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

ALBANY PORT DISTRICT COMMISSION:

By: Richard J Hendrick

Print Name: RICHARD J HENDRICK

Title: CEO Date: OCT. 10, 2025

**Grantor's Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF                    )

On the 10<sup>th</sup> day of October, in the year 2025, before me, the undersigned, personally appeared Richard J. Hendrick, 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/they~~ executed the same in his/her/their capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Patrick K. Jordan  
Notary Public - State of New York

**PATRICK K. JORDAN**  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 02JO6140368  
Commission Expires Jan. 30, 2026

**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,

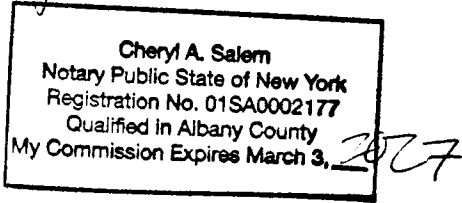
By: Andrew Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 31<sup>st</sup> day of December, in the year 2025 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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.

Cheryl A. Salem  
Notary Public - State of New York



**SCHEDULE "A" PROPERTY DESCRIPTION**

**ENVIRONMENTAL EASEMENT DESCRIPTION - NYSDEC SITE ID NO. 401080**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE AND LYING NORTHERLY OF RAFT STREET AND WESTERLY OF SMITH BOULEVARD IN THE CITY OF ALBANY, COUNTY OF ALBANY AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF RAFT STREET AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1, ON THE NORTH AND 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1, ON THE SOUTH, THENCE RUNNING ALONG SAID LEASE DIVISION LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) NORTH 70°58'20" WEST, A DISTANCE OF 169.57 FEET TO A POINT;
- 2) NORTH 52°28'20" WEST, A DISTANCE OF 69.69 FEET TO A POINT;
- 3) NORTH 23°44'20" WEST, A DISTANCE OF 86.82 FEET TO A POINT;
- 4) NORTH 09°56'20" WEST, A DISTANCE OF 100.61 FEET TO A POINT;
- 5) NORTH 03°49'10" EAST, A DISTANCE OF 890.48 FEET TO A POINT; AND
- 6) SOUTH 70°58'20" EAST, A DISTANCE OF 227.6± FEET TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE WEST AND 300 SMITH BOULEVARD, TAX PARCEL 87.11-1-10 ON THE EAST;

THENCE RUNNING ALONG SAID DIVISION LINE AND GENERALLY ALONG A FENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 08°37'32" EAST, A DISTANCE OF 416.1± FEET TO A POINT;
- 2) NORTH 19°39'35" EAST, A DISTANCE OF 123.61 FEET TO A POINT; AND
- 3) SOUTH 70°58'20" EAST, A DISTANCE OF 520.96 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1, ON THE WEST AND 500 SMITH BOULEVARD, TAX PARCEL 87.11-1-2 ON THE EAST;

THENCE SOUTH 19°01'40" WEST, ALONG SAID LEASE DIVISION LINE AND ALONG SAID 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1, A DISTANCE OF 346.88 FEET TO A POINT;

THENCE SOUTH 70°58'20" EAST, ALONG SAID 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1, A DISTANCE OF 155.70 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE WEST AND 502 SMITH BOULEVARD, TAX PARCEL 87.11-1-3 ON THE EAST;

THENCE SOUTH 19°01'40" WEST, ALONG SAID LEASE DIVISION LINE, A DISTANCE OF 241.60 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE NORTH AND SAID 106 SMITH BOULEVARD, TAX PARCEL 87.11-1-1 ON

THE SOUTH;

THENCE RUNNING ALONG SAID LEASE DIVISION LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 70°58'20" WEST, A DISTANCE OF 321.82 FEET TO A POINT; AND
- 2) SOUTH 19°01'40" WEST, A DISTANCE OF 48.00 FEET TO A POINT AT ITS INTERSECTION WITH THE LEASE DIVISION LINE BETWEEN SAID 700 SMITH BOULEVARD, TAX PARCEL 87.10-4-1 ON THE NORTH AND 201 RAFT STREET, TAX PARCEL 87.10-4-2 ON THE SOUTH;

THENCE RUNNING ALONG SAID LEASE DIVISION LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 70°58'20" WEST, A DISTANCE OF 200.00 FEET TO A POINT; AND
- 2) SOUTH 19°01'40" WEST, A DISTANCE OF 151.69 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 633,570± SQUARE FEET OR 14.54± ACRES OF LAND, MORE OR LESS.

**SCHEDULE "B"**

Approval for Risk-Based Cleanup and Disposal of Polychlorinated Biphenyl Remediation Waste

CSC  
www.cscglobal.com

CSC- Boston  
6th Floor  
84 State Street  
Boston, MA 02109-2202  
800-927-9800  
617-523-6380 (Fax)

Matter# ALBANY COUNTY, NY  
Project Id :

Order# 766202-1  
Order Date 12/31/2025

Entity Name: THE PEOPLE OF THE STATE OF NEW YORK, ALBANY PORT DISTRICT COMMISSION ET AL  
Jurisdiction: NY - Albany County  
Request for: UCC Filing  
File Type: MISCELLANEOUS DEED FILING  
Result: Filed  
File Number: R2026-42  
Filing Date: 01/02/2026

Ordered by AIDAN DODD at WHITEMAN OSTERMAN & HANNA LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at [www.cscglobal.com](http://www.cscglobal.com).

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Tim O'Brien  
[tim.obrien@cscglobal.com](mailto:tim.obrien@cscglobal.com)

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

# **ATTACHMENT C**



**Firm Mailing Book for Accountable Mail**

<b>Name and Address of Sender</b>  Whiteman Osterman & Hanna LLP One Commerce Plaza Suite 1900  Albany, NY 12260		<b>Check type of mail or service:</b> <input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail			<p style="text-align: center;"><i>Affix Stamp Here</i> (If issued as an international certificate of mailing or for additional copies of this receipt) Postmark with Date of Receipt</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">Actual Value if Registered</th> <th style="width:10%;">Insured Value</th> <th style="width:10%;">Due Sender if COD</th> <th style="width:10%;">ASR Fee</th> <th style="width:10%;">ASRD Fee</th> <th style="width:10%;">RD Fee</th> <th style="width:10%;">RR Fee</th> <th style="width:10%;">SC Fee</th> <th style="width:10%;">SCRD Fee</th> <th style="width:10%;">SH Fee</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$2.82</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>										Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee						\$0.00	\$2.82			
Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee																									
					\$0.00	\$2.82																												
<b>USPS Tracking/Article Number</b> 92148969009997901427609347 		<b>Name &amp; Address</b> Dr. Dorcey L. Applyrs, City Mayor City of Albany 24 Eagle Street, City Hall, Room 102 Albany, NY 12207			\$0.740	\$5.30																												
Total Number of Pieces Listed by Sender <b>1</b>	Total Number of Pieces Received at Post Office	POSTMASTER, PER (Name of Receiving Employee)																																