

Chemung County Clerk's Office  
210 Lake St., P.O. Box 588  
Elmira, NY 14902-0588  
Linda A. Forrest - County Clerk

Jane Dietterich  
Deputy



Lori Kline  
Deputy

Return To:

BARCLAY DAMON LLP  
BARCLAY DAMON TOWER  
125 E JEFFERSON ST  
SYRACUSE, NY 13202-9801

D

Instrument Number - 202404254

\* Total Pages - 12

Recorded On 4/4/2024 At 9:50:47 AM

\* Instrument Type - DEED

Invoice Number - 363708

User ID - JAS

Deed Tax Number - 1674

\* Grantor - ID BOOTH INC

\* Grantee - NYS DEC

\* FEES

DEED TAX	\$0.00
RMO-STATE	\$4.75
RMO-COMP R	\$14.25
RMO-COUNTY	\$1.00
DEED RECORDING	\$75.00
RECORDING SHEET	\$5.00
GAINS AFFIDAVIT	\$5.00
TOTAL PAID	\$105.00

MORTGAGE TAX

MORTGAGE AMOUNT	\$	
BASIC MORTGAGE TAX	\$	
SPEC ADDITIONAL MTG TAX	\$	
Total	\$	0.00

TRANSFER TAX

TRANSFER AMT	\$	0.00
TRANSFER TAX	\$	0.00

STATE OF NEW YORK  
CHEMUNG COUNTY CLERK

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT  
REQUIRED BY SECTION 316-A (5) FOR THE REAL  
PROPERTY LAW OF THE STATE OF NEW YORK.  
DO NOT DETACH

LINDA A. FORREST - COUNTY CLERK

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

003ZXT



Danielle E. Mettler-LaFeir  
Partner

April 25, 2024

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Daniel J. Mandell, Mayor  
City of Elmira  
317 East Church Street  
Elmira, New York 14901

Re: Environmental Easement Notice

Dear Mayor Mandell:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on March 14, 2024  
by I.D. Booth, Inc.,  
for property located on East Fifth Street (a/k/a Judson Street) Elmira, New York,  
Tax Map Nos. 089.12-3-39.2  
DEC Site No: 808018.

This Environmental Easement restricts future use of the above-referenced property to commercial or 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.

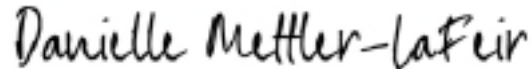
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

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,

A handwritten signature in black ink that reads "Danielle Mettler-LaFeir". The script is cursive and fluid.

Danielle E. Mettler-LaFeir  
Barclay Damon LLP

Enclosures

ecc: B. Rashkow, Esq. (NYSDEC)  
P. Amin (NYSDEC)  
J. Ruspantini (NYSEG)

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

**THIS INDENTURE** made this 14th day of March, 2024, between Owner, I.D. Booth, Inc., having an office at 620 William St., Elmira, County of Chemung, 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 East 5th St. (a/k/a Judson St.) and Madison in the City of Elmira, County of Chemung and State of New York, known and designated on the tax map of the County Clerk of Chemung as tax map parcel number: Section 089.12 Block 3 Lot 39.2, being the same as that property conveyed to Grantor by deed dated July 18, 2003 and recorded in the Chemung County Clerk's Office in Instrument No. 200315112. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.219 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 15, 2015 and revised March 8, 2016, prepared by Rodney Lee Carey, License No. 49642, 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 Order on Consent Index Number: D0-0002-9309, 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 Site Management Plan ("SMP") including any and all Department 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. The current Responsible Party to remediate the Controlled Property and implement the SMP is New York State Electric & Gas Corporation ("NYSEG").

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

**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) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (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 Chemung 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;

(10) 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 Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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. Grantee hereby acknowledges that the Grantor has entered into an Access Agreement with New York State Electric & Gas Corporation ("NYSEG") dated October 14, 2022 ("Access Agreement") to allow NYSEG access to the Property in order to fulfill NYSEG's responsibilities pursuant to the Order on Consent Index Number: D0-0002-9309 and the attendant Department approved Site Management Plan ("SMP"). These responsibilities will be distinguished in the SMP and may be modified in accordance with the Department's statutory and regulatory authority. Notwithstanding the foregoing, Grantor shall remain responsible for complying with the obligations herein and in the SMP.

E. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

F. 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.**

G. 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.

H. 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.

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.

Parties shall address correspondence to:      Site Number: 808018  
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. NYSEG 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.

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.

**Remainder of Page Intentionally Left Blank**

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

I.D. Booth, Inc.:

By:

Print Name:

Title:

Date: \_\_\_\_\_

## Grantor's Acknowledgment

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

On the 1<sup>st</sup> day of March, in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, 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.

Notary Public - State of New York

**JULIE AYRES**  
Notary Public, State of New York  
Chemung County No. 01AY6076361  
Commission Expires June 24, 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 O. Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 14th day of March, in the year 2024 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

Cheryl A. Salem  
Notary Public State of New York  
Registration No. 01SA0002177  
Qualified in Albany County  
My Commission Expires March 3, 2027

**SCHEDULE "A" PROPERTY DESCRIPTION**

**Survey Description:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elmira, County of Chemung, State of New York, being all of the property now or formerly of I. D. Booth, Inc. described in L. 3123 P. 54 as recorded in the Chemung County Clerk's Office on December 30, 2003 (TM# 089.12-3-39.2), bounded and described as follows:

BEGINNING at a point on the southerly boundary of Judson Street at its intersection with the division line between the property now or formerly of New York State Electric & Gas Corporation (Formerly Elmira Gas Light Company) per L. 83 P. 171 (TM# 089.12-3-39.1) on the east and the property now or formerly of I. D. Booth, Inc. per L. 3123 P. 54 (TM# 089.123-39.2) on the west said point being S07°59'37"W, a distance of 0.38 feet from a rebar capped "WEILER"

RUNNING THENCE S07°59'37"W along said division line, a distance of 283.22 feet to a rebar capped "WEILER" at its intersection with the division line between another property now or formerly of New York State Electric & Gas Corporation per L. 3072 P. 40076 (TM# 089.11-7-46.2) on the southwest and said Booth on the northeast; thence along division lines between said New York State Electric & Gas and said I. D. Booth, Inc. the following three (3) courses and distances:

1) On a curve to the right having a radius of 410.27 feet to a point, said curve being subtended by a chord having a bearing of N70°30'53"W and a length of 163.20 feet;

2) N59°02'36"W, a distance of 88.21 feet to a point;

3) On a curve to the right having a radius of 410.28 feet, an arc length of 20.46 feet to a rebar capped "WEILER" at its intersection with the division line between the property now or formerly of Irving D. Booth, Inc. per L. 651 P. 430 & L. 699 P. 190 (TM# 089.11-7-46.1) on the southwest and the property now or formerly of I.D. Booth, Inc. per L. 3123 P. 54 (TM# 089.123-39.2) on the northeast, the last mentioned curve being subtended by a chord having a bearing of N57°36'53"W and a length of 20.46 feet; thence along the division lines between said Irving D. Booth, Inc. and said Booth the following three (3) courses and distances:

1) On a curve to the right having a radius of 407.04 feet, an arc length of 183.43 feet to a point, the last mentioned curve being subtended by a chord having a bearing of N43°28'53"W and a length of 181.88 feet;

2) N30°34'26"W, a distance of 78.99 feet to a point;

3) On a curve to the left having a radius of 410.28 feet, an arc length of 52.47 feet to a point at its intersection with the southerly boundary of said Judson Street, the last mentioned curve being subtended by a chord having a bearing of N34°14'13"W and a length of 52.43 feet; thence along said Judson Street the following four (4) courses and distances:

1) N83°19'36"E, a distance of 17.31 feet to a 6" x 6" stone monument;

2) S81°33'40"E, a distance of 356.36 feet to a point;

3) S78°27'33"E, a distance of 101.19 feet to a point;

4) S75°42'59"E, a distance of 12.54 feet to the POINT OF BEGINNING.

The above described parcel contains 96,664 square feet or 2.219 acres, more or less.

**Deed Description:**

THAT the party of the first part, in consideration of One and More Dollars (\$1.00 +) lawful money of the United States, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the City of Elmira, County of Chemung and State of New York, bounded and described as follows:

BEGINNING at the intersection of the easterly boundary of Madison Avenue and the southerly boundary of East Fifth Street;

THENCE North  $68^{\circ} 23' 11''$  East along the southerly boundary of East Fifth Street, a distance of 170.71 feet to its intersection with the southwesterly boundary of Judson Street Extension;

THENCE along said southwesterly boundary of Judson Street Extension, along a curve to the right having a radius of 300.00 feet, a chord bearing of North  $81^{\circ} 15' 13''$  East and a chord distance of 134.88 feet, an arc distance of 136.05 feet to the point of beginning;

THENCE continuing along the southwesterly boundary of said Judson Street Extension, the following four (4) courses:

- 1) Along a curve to the right having a radius of 300.00 feet, a chord bearing of South  $83^{\circ} 37' 26''$  East and a chord distance of 22.31 feet, an arc distance of 22.32 feet to a point;
- 2) South  $81^{\circ} 29' 35''$  East, a distance of 356.53 feet to a point;
- 3) Along a curve to the right having a radius of 1000.00 feet, a chord bearing of South  $78^{\circ} 35' 36''$  East and a chord distance of 101.19 feet, an arc distance of 101.24 feet to a point;
- 4) South  $75^{\circ} 41' 34''$  East, a distance of 11.67 feet to a point;

THENCE South  $07^{\circ} 55' 00''$  West passing through lands of New York State Electric & Gas Corporation (See Liber 211 of Deeds, Page 416), a distance of 283.59 feet to a point on the northeasterly boundary of lands of I.D. Booth, Inc. (see Liber 699 of Deeds, Page 190);

THENCE North along the northeasterly boundaries of said lands of I. D. Booth, Inc. lands and other lands of I. D. Booth, Inc. lands (See Liber 651 of Deeds, Page 430) the following five (5) courses:

- 1) Along a non-tangent curve to the right having a radius of 410.27 feet, a chord bearing of North  $70^{\circ} 37' 01''$  West and a chord distance of 163.12 feet, an arc distance of 164.21 feet to a point;

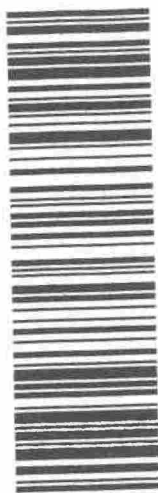
- 2) North  $59^{\circ} 09' 03''$  West, a distance of 88.21 feet to a point;
- 3) Along a curve to the right having a radius of 410.28 feet, a chord bearing of North  $44^{\circ} 54' 03''$  West and a chord distance of 201.98 feet, an arc distance of 204.08 feet to a point;
- 4) North  $30^{\circ} 39' 03''$  West, a distance of 78.99 feet to a point;
- 5) Along a curve to the left having a radius of 410.28 feet, a chord bearing of North  $34^{\circ} 47' 13''$  West and a chord distance of 59.19 feet, an arc distance of 59.24 feet to the point or place of beginning;

CONTAINING 2.228 acres of land, more or less.

Record & Return to: Barclay Damon LLP  
Barclay Damon Tower  
125 East Jefferson Street  
Syracuse, NY 13202

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



9589 0710 5270 0163 4188 24  
9589 0710 5270 0163 4188 24

**U.S. Postal Service™**  
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Certified Mail Fee \$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$  
 Postage \$  
 Total Postage and Fees \$  
 Sent To  
 Daniel J. Mandell  
 Street and Apt. No., or P.O. Box No.  
 317 East Church Street  
 City, State, ZIP+4®  
 Elmira, NY 14901  
 PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- 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.

**1. Article Addressed to:**

Daniel J. Mandell, Mayor  
City of Elmira  
317 East Church Street  
Elmira, NY 14901



9590 9402 8393 3156 2883 78

**2. Article Number (Transfer from service label)**

9589 0710 5270 0163 4188 24

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

**X**

- ☐ Agent  
☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**D. Is delivery address different from item 1? ☐ Yes**  
If YES, enter delivery address below: ☐ No

**3. Service Type**

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



D. Mettler - 6 Febr 31177166

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Daniel S. Manfell, Mayor  City of Elmira  317 East Church Street  Elmira, NY 14901</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0163 4188 24</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>3. Service Type</p> <p><input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

# USPS Tracking®

FAQs >

Tracking Number:

Remove X

9589071052700163418824

Copy      Add to Informed Delivery (<https://informedelivery.usps.com/>)

## Latest Update

Your item was delivered to an individual at the address at 10:18 am on April 26, 2024 in ELMIRA, NY 14901.

Get More Out of USPS Tracking:

USPS Tracking Plus®

### Delivered

Delivered, Left with Individual

ELMIRA, NY 14901  
April 26, 2024, 10:18 am

See All Tracking History

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



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