

BOARD OF MANAGERS MEETING
September 9, 2016 – 8:30 A.M.
Common Council Chambers

The meeting was called to order at 8:35 A.M.

PRESENT:

Mayor Morse
Chris Briggs, Council President
Michael Durocher, Comptroller
Jim Bouchard, Treasurer
Kenneth Radliff, Commissioner OGS

ALSO PRESENT:

Garry Nathan, City Engineer

ABSENT:

NONE

Chris Briggs made a MOTION to approve Board of Manager Minutes from August 3, and August 5, 2016.

Kenneth Radliff seconded the motion. All members voted "AYE". The motion passed.

Kenneth Radliff made a MOTION to approve the attached budget transfers.

Jim Bouchard seconded the motion. All members voted "AYE". The motion passed. A copy of budget transfers are attached.

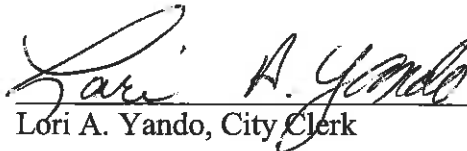
Michael Durocher made a MOTION to approve the letting of bids for street paving program for 2016.

Kenneth Radliff seconded the motion. All members voted "AYE". The motion passed.

Kenneth Radliff made a MOTION to approve applying for a \$260,000.00 grant for Municipal Waste Reduction Program.

Jim Bouchard seconded the motion. All members voted "AYE". The motion passed.

At 8:40 AM, with no further business to come before the board, Michael Durocher made a MOTION to adjourn, Mayor Morse seconded the motion. All members voted "AYE."


Lori A. Yando, City Clerk

BOARD OF MANAGERS MEETING
September 14, 2016 – 10:00 A.M.
Common Council Chambers

The meeting was called to order at 10:00 A.M.

PRESENT:

Michael Durocher, Comptroller
Jim Bouchard, Treasurer
Kenneth Radliff, Commissioner OGS

ALSO PRESENT:

Garry Nathan, City Engineer

ABSENT:

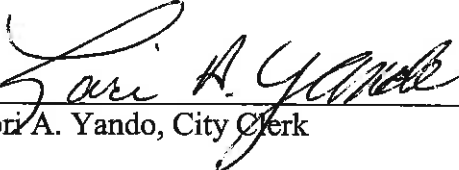
Mayor Morse
Chris Briggs, Council President

1st order of business is to accept and open bids received for Railroad Crossing Quiet Zone re-bid.
One bid was received as follows:

BIDDER	ADDRESS	BID AMOUNT	BID SECURITY ENCLOSED	ADDENDUM RECEIVED
Luizzi Bros.	49 Railroad Ave. Albany, NY 12205	\$445,327.00	Yes	N/A

Bid was given to consultant for review and recommendation.

At 10:05 AM, with no further business to come before the board, Ken Radliff made a MOTION to adjourn, Michael Durocher seconded the motion. All members voted "AYE."


Lori A. Yando, City Clerk

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request X

Date October 11th

Department MAYORS OFFICE

Contact Person Ralph Sycoracci

PERPOSE FOR REQUEST:

Adoption of Resolution: _____

Adoption of Local Law: _____

Adoption of Ordinance: _____

Budget Amendment: _____

Bond Approval: _____

Contract Authorization: _____

Other (Briefly Explain) _____

Budget Amendment (State the following)

Increase Account/Line No. _____

Decrease Account /Line No. _____

Source of Funds _____

CONTRACT AUTHORIZATION

Purchase Equipment/Supplies: _____

Lease Equipment/Supplies: _____

Professional Services: _____

Education/Training: _____

Settlement of Claim: _____

Grants:

New _____

Renewal _____

Submission Dead Line _____

Fiscal Impact in Dollars or Percentage

Federal _____

State _____

City of Cohoes 100%

All back -up material has been submitted X

Explanation: Please see attached.

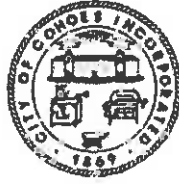
Use space or add typed attachment.

Submitted by: *Q.A.*

date 10/11/14

CITY OF COHOES

Ralph Signoracci
Director of Operations
Office of the Mayor



City Hall
97 Mohawk Street
Cohoes, New York
12047-2897

October 2016

Dear Board of Managers,

Please see attached agreements regarding the Summer Concerts and spreadsheet for amounts owed to each vendor.

Thank you,

Ralph Signoracci

		Spindle's Wine Bar	Veterans Memorial
June 23rd	Bronte Romen	\$ -	
June 30th	EB Jeb	\$ 985.40	
July 8th	Back 40 Band	\$ 93.60	
July 15th	Switch	\$ 164.20	
July 22nd	White Ford Bronco		\$ 749.60
July 29th	Marc Macri		\$ -
August 5th	All Paul Band		\$ 53.92
August 12th	River Junction Band	\$ 364.22	
	Harmony Rocks & Rymonowski Brothers		
August 25th & 26th		\$ 265.10	
	Totals	\$ 1,872.52	\$ 803.52

AGREEMENT

Agreement made this ____ day of October, 2016 by and between the City of Cohoes (hereinafter "City") with a principal office at 97 North Mohawk Street, Cohoes, NY 12047 and Spindlos (hereinafter "Vendor") with a principal office at 241 Remson St, Cohoes, NY 12047.

WHEREAS, the Vendor provided employees and/or volunteers to pour beer for members of the public purchasing same at various events and/or concerts sponsored by the City in 2016;

WHEREAS, the parties previously agreed that the Vendor would receive one half of the net proceeds of the sale of the beer, not to exceed One Thousand Dollars (\$1000.00), for providing the employees and/or volunteers.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
June 23rd Bronte Run
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ (524.60).
3. The City shall pay Vendor the sum of \$ 0 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

CITY OF COHOES

VENDOR

Shawn M. Morse, Mayor

AGREEMENT

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WHEREAS, the parties previously agreed that the Vendor would receive one half of the net proceeds of the sale of the beer, not to exceed One Thousand Dollars (\$1000.00), for providing the employees and/or volunteers.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
June 30th EB Job
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 1970.80.
3. The City shall pay Vendor the sum of \$ 1985.40 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
July 8th Back 40 Band.
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 93.60.
3. The City shall pay Vendor the sum of \$ 46.80 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

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Shawn M. Morse, Mayor

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WHEREAS, the Vendor provided employees and/or volunteers to pour beer for members of the public purchasing same at various events and/or concerts sponsored by the City in 2016;

WHEREAS, the parties previously agreed that the Vendor would receive one half of the net proceeds of the sale of the beer, not to exceed One Thousand Dollars (\$1000.00), for providing the employees and/or volunteers.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
July 15th Switch
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 328.40.
3. The City shall pay Vendor the sum of \$ 164.20 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

CITY OF COHOES

VENDOR

Shawn M. Morse, Mayor

AGREEMENT

Agreement made this ____ day of October, 2016 by and between the City of Cohoes (hereinafter "City") with a principal office at 97 North Mohawk Street, Cohoes, NY 12047 and Veterans (hereinafter "Vendor") with a principal office at P.O. Box 346 Cohoes, NY Cohoes, NY 12047.

WHEREAS, the Vendor provided employees and/or volunteers to pour beer for members of the public purchasing same at various events and/or concerts sponsored by the City in 2016;

WHEREAS, the parties previously agreed that the Vendor would receive one half of the net proceeds of the sale of the beer, not to exceed One Thousand Dollars (\$1000.00), for providing the employees and/or volunteers.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
July 22nd White Feed Bronco
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 1499.92.
3. The City shall pay Vendor the sum of \$ 749.60 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
July 29th Marc Morri
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ (104.60).
3. The City shall pay Vendor the sum of \$ 0 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
August 5th All Paul Band
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 107.83.
3. The City shall pay Vendor the sum of \$ 53.92 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

CITY OF COHOES

VENDOR

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
August 12th River Junction Band
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 728.45.
3. The City shall pay Vendor the sum of \$ 364.22 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Vendor provided employees and/or volunteers to pour beer for members of the public at City sponsored events on the following date(s):
August 25th Harmony Rocks & August 26th Rymonowski Brothers
2. The net proceeds from the sale of beer at the event(s) for which Vendor provided employees and/or volunteers was \$ 530.20.
3. The City shall pay Vendor the sum of \$ 265.10 representing one-half of the net proceeds of the sale of beer, not to exceed One Thousand Dollars (\$1000.00) at the event(s) for which Vendor provided employees and/or volunteers.
4. The City shall pay Vendor the sum referenced in Paragraph 3 above no later than thirty (30) days after full and complete execution of this agreement by both parties.

CITY OF COHOES

VENDOR

Shawn M. Morse, Mayor



514 FOURTH STREET
WATERVLIET, NEW YORK 12189
(518) 272-2007

LICENSED BY THE NYS DEPT. OF STATE
LIC#1200011377

YOUR FAMILY'S PROTECTION
IS OUR FAMILY'S BUSINESS

SERVICE AGREEMENT

CITY OF COHOES
97 MOHAWK STREET
COHOES NY 12047

081001

Service Address

COHOES WATER FILTRATION PLANT
319 VLIET BLVD

SYSTEM MAINTENANCE AGREEMENT

ANNUAL CONTRACT PERIOD **NOVEMBER 2016 THRU OCTOBER 2017**

HART ALARM SYSTEMS, INC. does hereby propose to furnish all the material and provide the labor necessary for the ongoing maintenance servicing of the above listed subscriber's security system during the period of this agreement for the fee of \$320.00.

This AGREEMENT will automatically renew yearly thereafter, for an annual term at the then applicable annual charge, subject to termination as provided in Item 9 of this Agreement, unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

1. This AGREEMENT provides for one (1) annual inspection if requested, which may be performed in conjunction with a service call. The system inspection is to include the following services where applicable.

OVERALL SYSTEM CHECK LIST: Visually inspect master control panel and test the functions in each zone of protection. Visually inspect and meter master control A.C. power supply and emergency back-up power supply. Meter control panel fuses, replace as necessary. Check ground connections and test for foreign grounds. Visually inspect and test all system indicator lights and LEDS, replace as necessary. Visually inspect and activate all internal and external annunciating devices and lights, testing power supply voltage before, during and after signal tests. Activate communicator and verify proper signal transmission.

FIRE DETECTION CHECK LIST: Visually inspect each thermal detection sensor. Visually inspect and clean, then activate each smoke detection device. Visually inspect and activate all manual pull stations. Operate all electromagnetic door holders.

INTRUSION DETECTION CHECK LIST: Visually inspect and activate all perimeter contacts, switches, screens, foil and other protection devices. Visually inspect and activate all interior protective devices, lubricate all key-lock switches, and activate all remote control stations, switches and indicator lights and replace as necessary. Visually inspect and activate emergency response or hold-up alarm buttons. Visually inspect and activate wireless emergency response or hold-up alarm devices and test range if portable. Replace all wireless transmitter batteries. Replace decals as necessary.

OTHER: Letter to Subscriber's insurance company certifying inspection made and working status of system.

2. TO OBTAIN SERVICE UNDER THIS AGREEMENT, call or write HART's Service Department at the telephone number or address printed on this Agreement or subsequently furnished by HART. Service pursuant to this agreement will be furnished only during HART's normal working hours, 8:30 AM to 5:00 PM Monday through Friday, except Holidays. Services rendered outside the normal working hours of HART are not within the scope of this Agreement and any services requested to be performed at such times shall be charged for at HART's then applicable rates for labor and material. This Agreement does not apply to the conditions listed below and in the event customer calls HART for service under the Agreement and upon inspection it is found that one of these conditions has led to the inoperability or the apparent inoperability of the system, a charge will be made for the service call of the HART representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by this Agreement", a charge will be made for such work at HART's then applicable rates for labor and material.

3. **WARRANTY:** Any part of the system, including the wiring, repaired or replaced under this Agreement which proves to be defective in material or workmanship will be repaired or replaced at HART's option with a new or functionally operative part. Labor and material required to repair or replace such defective components or to make mechanical adjustments to the system will be free of additional charge during the term of this Agreement.

CONDITIONS NOT COVERED BY AGREEMENT: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. The failure of the Customer to properly close or secure a door, window or other point protected by a burglar alarm device. C. Failure of customer to properly follow operating instructions provided by HART at the time of installation or at a later date. D. Trouble in telephone line or equipment. E. Trouble due to interruption of commercial power. F. PROM (Programmable Read Only Memory) program changes. G. The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or alarm system, or to any cause beyond the control of HART. H. Replacement of dry-cell batteries (non rechargeable). I. Any repairs or replacement of glass foiling and any repair or replacement of security screens and/or related attachments, which will be provided on a time and material basis only. J. It is understood and agreed that HART's obligation relates solely to the specified protection system, and that HART is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any devices of the Customer or of others not installed by HART.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COINCIDE IN DURATION WITH THIS AGREEMENT. THE EXCLUSIVE REMEDY OF THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCE SHALL HART BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY HART, THE NEGLIGENCE OF HART, OR OTHERWISE, HART'S LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE AGREEMENT CHARGE OR \$250.00, WHICHEVER IS GREATER. UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW, ANY ACTION TAKEN AGAINST HART IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.

No agent, employee or representative of HART, nor any other person, is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

CUSTOMER COPY

SMA

REQUEST FOR AGENDA ITEM
Legislative Request / BOM Request

Legislative Request _____ BOM Request

Date 10/12/16
Department ASSESSOR'S OFFICE
Contact Person THOMAS JACQUES

PERPOSE FOR REQUEST:

Adoption of Resolution: _____
Adoption of Local Law: _____
Adoption of Ordinance: _____
Budget Amendment: _____
Bond Approval: _____
Contract Authorization: _____
Other (Briefly Explain) _____

Budget Amendment (State the following)
Increase Account/Line No. _____
Decrease Account /Line No. _____
Source of Funds _____

CONTRACT AUTHORIZATION
Purchase Equipment/Supplies: _____
Lease Equipment/Supplies: _____
Professional Services: _____
Education/Training: _____
Settlement of Claim: _____

Grants:
New _____
Renewal _____
Submission Dead Line _____

Jacques, Thomas

From: Jennifer Spring [jspring@cohoes.org]
Sent: Monday, October 03, 2016 12:05 PM
To: Jacques, Thomas
Cc: Stacy Mackey
Subject: Re: FW: 25-31 Ontario Street Cohoes Appraisal Quote

Tom,
Count is in. The school district agrees to share the fees with the City to settle this open tax grievance case. Thank you!

Jennifer Spring Ed.D.
Superintendent of the Cohoes City School District
7 Bevan Street
Cohoes, NY 12047

518-237-0100 X 2350

On Fri, Sep 30, 2016 at 10:51 AM, Jacques, Thomas <tjacques@ci.cohoes.ny.us> wrote:

Dr. Spring, attached please find a quote from Empire State Appraisal Consultants for property located at 25-31 Ontario St., a 40 unit apartment building owned by 25-31 Ontario Street, LLC. As in past practice I am requesting that the Cohoes School District share in the cost to settle this open tax grievance case. Dr. Spring, please review the attached quote and advise the city of Cohoes of the school districts decision. Thank you,
Tom

Thomas E. Jacques

Assessor
City of Cohoes

97 Mohawk Street

Cohoes, NY 12047

518-233-2112

518-237-0072 - Fax

tjacques@ci.cohoes.ny.us

<http://www.ci.cohoes.ny.us>

Fiscal Impact in Dollars or Percentage

Federal -0-

State -0-

City of Cohoes \$4,500

All back -up material has been submitted

Explanation: REQUEST TO PAY FOR REAL ESTATE APPRAISAL
AND ADDITIONAL FEES FOR AUDITS, PRE-TRIAL CONFERENCE
AND COURT APPEARANCES, IF REQUIRED TO SETTLE TAX
LIABILITY AGAINST THE CITY OF COHOES. TOTAL
ESTIMATED COST ARE \$9,000 IN WHICH THE COHOES
SCHOOL DISTRICT AGREES TO PAY 50% OR \$4,500.

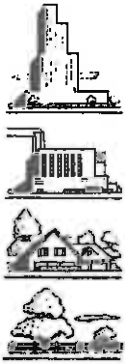
Use space or add typed attachment.

Submitted by: 

date 10/12/16

Current Assessment \$1,574,406 = \$28,150
CITY TAXES

Liability Assessment \$787,203 = \$14,075
\$(14,075)
Possible Loss in Tax Revenue!



ESAC

EMPIRE STATE APPRAISAL CONSULTANTS, INC.

SIXTEEN HUDSON STREET KINDERHOOK, NEW YORK 12106
518/758-7594 FAX/758-1993 esac@berk.com

September 29, 2016

Daniel G. Vincelette, Esq.
The Vincelette Law Firm
421 New Karner Road, Suite 2
Albany, NY 12205

tjacques@ci.cohoes.ny.us

RE: 25-31 ONTARIO STREET
CITY OF COHOES

Dear Dan,

In accordance with your request, we are pleased to submit this fee proposal to provide real estate valuation and consulting services in regard to the captioned matter, involving RPTL Article 7 proceedings for the 2015 and 2016 assessment rolls for a 40 unit apartment building.

We propose to initially prepare a Restricted Appraisal Report, suitable for the city's internal use in determining the merits of the case, for a fee of \$3,500 (Three Thousand Five Hundred Dollars). We can then prepare a complete Appraisal Report, if required, for an additional \$2,000 (Two Thousand Dollars). Fees for additional services including audits, pre-trial conferences, court appearances, etc. will be charged at hourly rates of \$125 for associates and \$175 for principals.

All work products generated by our firm will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation, The Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers, and with regard to the courtroom ready report, the Uniform Rules of the New York State Trial Courts.

ESAC

EMPIRE STATE APPRAISAL CONSULTANTS

Daniel G. Vincelette, Esq., September 29, 2016, Page 2

If you or the city fathers have any questions concerning this proposal, please do not hesitate to contact us. Please note this fee proposal is valid thirty days.

Yours Very Truly,

ESAC APPRAISERS – CONSULTANTS



BARRY M. HERBOLD, ASA

NYS Certified-General
Real Estate Appraiser
Certificate #46-3453

Bmh/jlg

From: Dan Vincelette [<mailto:dgv@vincelettelaw.com>]
Sent: Friday, September 30, 2016 9:55 AM
To: Jacques, Thomas
Cc: 'Stephen Almy'
Subject: FW: 25-31 Ontario Street Cohoes

Tom

Here is fee proposal for ESAC, which also provides for assistance in the audit. Let me know if we are authorized to retain them.

Thanks

Dan

From: ESAC [<mailto:esac@berk.com>]
Sent: Thursday, September 29, 2016 4:44 PM
To: 'Dan Vincelette' <dgv@vincelettelaw.com>
Subject: 25-31 Ontario Street Cohoes

Good Afternoon,

Please see that attached for the above captioned property, if you have any questions please do not hesitate to contact us.

Thank you,

ESAC APPRAISERS-CONSULTANTS, INC.

Jessica Gile

ESAC

Empire State Appraisal Consultants, Inc.

16 Hudson Street

Kinderhook, NY 12106

(518) 758-7594



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THE VINCELETTE LAW FIRM
ATTORNEYS AND COUNSELORS AT LAW
421 NEW KARNER ROAD, SUITE 2
ALBANY, NEW YORK 12205

DANIEL G. VINCELETTE

STEPHEN M. ALMY

(518) 608-6569
FAX (518) 689-6869
www.vincelettelaw.com
e-mail: dgv@vincelettelaw.com

September 8, 2015

Hubert J. Brandt, Esq.
Brandt, Steinberg, Lewis & Blond LLP
1430 Broadway, 6th Floor
New York, NY 10018-3308

Re: 25-31 Ontario Street Inc. v. City of Cohoes, et al
Index No.: 900789/2015

Dear Buddy:

I am in receipt of the Petition that you have filed on behalf of the tax payer in the above referenced tax certiorari proceeding. Previously, this firm has sent you a request for documents and information related to the market value of the subject property of this proceeding. I have reviewed this matter extensively with the assessor. The subject property is a 40-unit renovated high end loft style apartment building. The assessed value of the subject property is \$1,574,406, which equalizes \$2,915,567. I am enclosing herewith the current listing by your client for the sale of the subject property, which indicates a listing price of \$3,750,000, a value substantially greater than the indicated market value of the assessment.

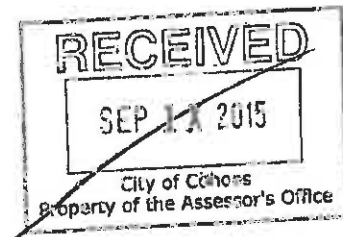
Before both parties needlessly spend money on litigation and appraisal services, I would ask that you please review this matter with your client to determine whether he is serious about pursuing this matter, in light of the current offering.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

THE VINCELETTE LAW FIRM

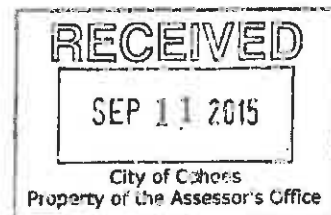

Daniel G. Vincelette



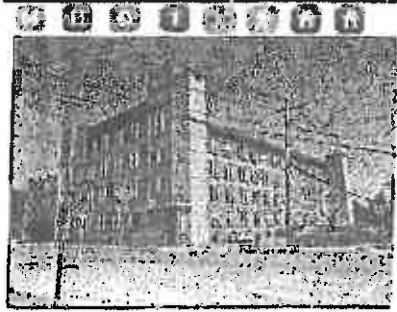
Enclosure

DGV/lb

cc: Thomas Jacques, Assessor
Gregory Teresi, Esq.



Property Type CI - Commercial Industrial Full Agent Report
 Property Type CM - CRMLS Commercial Full Agent Report



MLS#: 201511584 Area: 191 List Price: \$3,750,000
 Status: Active Map Co: 83EC95 Orig List Price: \$3,999,000
 Spec Mkt Cond: No Sale Price:
 Address: 25-31 ONTARIO ST Zip: 12047
 City/Town (taxing entity): Cohoes
 City/Town (Mall Address): Cohoes
 Village:
 County: Albany OLSF: OLM:
 Locale: LPSF: Offerd Lease Term:
 Section: 11.62 Block: 1 Lot: 4.1 APN: 010300 11.62-1-4.1

Category:	Multiple Dwelling Units	Use:	Apartment Plus
Zoning:	APARTMENTS	Restrictions:	Handicap: Yes
Road Frontage:	102	Lot Size:	101.8 X 201
	TOTAL SQFT AVAIL SQFT CEILINGS	Elevators:	3 /
Building:	11000 11,000	Overhead Door:	/
Office:	0	Loading Dock:	/
Warehouse:	0	Sprinkler:	Y /
Retail:	0	RR Siding:	/
		Parking:	30 / Private
Age:	52	Construction:	BRICK
Condition:	EXCELLENT	Roof:	FLAT

Remarks: 40 Unit Renovated High End Loft Style Apartments. Soaring ceilings, granite kitchens w/ stainless appliances, most units all equipped w/ washer & dryer, central air, hot air heat & hardwood FLs. Exercise rm, common/meeting rm, plenty of parking & conveniently located close to 787. Tenants pay utilities 10 min to Albany & short drive to Clifton Park. 16 units are 1 bed/1 BA, 11 are 1 Bed + Den w/ 1.5 BA, 4 are 2 Bed + 1 BA, 4 are 2 Bed/2BA, 4 large 3 bed/2 BA, ROPs current

FINANCING
 Owner Finance: /
 Mortgage:
 Assessed Value:

Directions: 787 NORTH TOWARDS COHOES, TAKE A RIGHT ONTO ONTARIO ST, GO ABOUT 2.5 MILES AND ITS BIG BRICK BUILDING ON LEFT NEAR RIVER.11.62-1-4.1

Business Name: 25-31 ONTARIO ST., LLC Year Established: 2012 Docs Available:

EXPENSES		ANNUAL TAXES		UTILITIES	
Gas/Oil:	\$ /	General:	\$ 45836 / Estimated	Heat:	HOT AIR
Electric:	\$ /	School:	\$ 33192 / Estimated	A/C:	CENTRAL A
Water/Sewer:	\$ 3237	Village:	\$ /	Water:	PUBLIC
Repairs/Maint	\$30380 / Estimated	Total:	\$ 79121 / Estimated	Sewer:	Yes
RE Taxes:	\$			Volts:	
Insurance:	\$18251	Tenant Pays	ELEC, GAS, HEAT	Septic:	No
Management:	\$13907			Amps:	
				Phase:	

LO: Berkshire Hathaway Blake - Office: 518-439-4943 Sign:
 LO Code: 115P Fax: 518-439-0728 List Team:
 LA1: Melissa C Hams - Home: 518-951-0411ext. 0 Owner: 25-31 ONTARIO ST, LLC
 LA1 Code: 7377 mhems@bhhsblake.com Owner Phone:
 LA2: T Michael Ferrigan - Home: 518-495-3683ext. 0 Possession: @CLOSING
 Sub-Ag 0 Buy Ag \$50,000 Bkr Ag \$50,000 Depository: FIRST NIAGARA

List Date: 6/3/2015 Expire Date: 6/1/2016 Sale Terms:
 Pend Date: Status Date: 8/24/2015 Sell Office:
 Closed Date: Sell Agent 1:
 Days On Market: 77 Sell Agent 2:
 Owner Contribution: Std Rmks & Contribution \$:
 Virtual Tour URL:

The information in this listing was gathered from third party sources including the seller and public records. CRMLS and its subscribers disclaim any and all representations or warranties as to the accuracy of this information.

Yando, Lori

From: Jacques, Thomas
Sent: Monday, October 03, 2016 1:14 PM
To: Durocher, Michael J.
Cc: Kremer, Brian (External); Yando, Lori
Subject: FW: FW: 25-31 Ontario Street Cohoes Appraisal Quote

Guys, see below. The school district agreed to share in the cost for the tax grievance. Tom

Thomas E. Jacques
Assessor
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047
518-233-2112
518-237-0072 - Fax
tjacques@ci.cohoes.ny.us
<http://www.ci.cohoes.ny.us>

From: Jennifer Spring [mailto:jspring@cohoes.org]
Sent: Monday, October 03, 2016 12:05 PM
To: Jacques, Thomas
Cc: Stacy Mackey
Subject: Re: FW: 25-31 Ontario Street Cohoes Appraisal Quote

Tom,
Count is in. The school district agrees to share the fees with the City to settle this open tax grievance case. Thank you!

Jennifer Spring Ed.D.
Superintendent of the Cohoes City School District
7 Bevan Street
Cohoes, NY 12047

518-237-0100 X 2350

On Fri, Sep 30, 2016 at 10:51 AM, Jacques, Thomas <tjacques@ci.cohoes.ny.us> wrote:
Dr. Spring, attached please find a quote from Empire State Appraisal Consultants for property located at 25-31 Ontario St., a 40 unit apartment building owned by 25-31 Ontario Street, LLC. As in past practice I am requesting that the Cohoes School District share in the cost to settle this open tax grievance case. Dr. Spring, please review the attached quote and advise the city of Cohoes of the school districts decision. Thank you, Tom

Thomas E. Jacques
Assessor
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047

10/11/2016

518-233-2112
518-237-0072 - Fax
tjacques@ci.cohoes.ny.us
http://www.ci.cohoes.ny.us

From: Dan Vincelette [mailto:dgv@vincelettelaw.com]
Sent: Friday, September 30, 2016 9:55 AM
To: Jacques, Thomas
Cc: 'Stephen Almy'
Subject: FW: 25-31 Ontario Street Cohoes

Tom

Here is fee proposal for ESAC, which also provides for assistance in the audit. Let me know if we are authorized to retain them.

Thanks

Dan

From: ESAC [mailto:esac@berk.com]
Sent: Thursday, September 29, 2016 4:44 PM
To: 'Dan Vincelette' <dgv@vincelettelaw.com>
Subject: 25-31 Ontario Street Cohoes

Good Afternoon,

Please see that attached for the above captioned property, if you have any questions please do not hesitate to contact us.

Thank you,

ESAC APPRAISERS-CONSULTANTS, INC.

Jessica Gile

ESAC
Empire State Appraisal Consultants, Inc.
16 Hudson Street
Kinderhook, NY 12106
(518) 758-7594



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