



October 2, 2012

Robert M. Graber
Clerk of the Erie County Legislature
95 Franklin Street
4th Floor
Buffalo, NY 14202

Dear Mr. Graber,

This letter and the supporting documentation represent our final report as required by our contract with Erie County dated September 15, 2011 for our \$10,000 capital project grant.

The grant was spent on supplies, fees and labor required rebuild our stage (documentation is attached). Due to the seasonal nature of our program, the work commenced March 2012 and was completed June 2012. The total cost of the stage rebuild was \$10,832.64. There are no remaining grant funds.

Because our stage was deteriorated and posed safety concerns, this grant was critical to our ability to continue to present *free*, professional Shakespeare theatre in beautiful Delaware Park. We thank you once again for your support!

If you need any further information or have any questions, please contact me anytime.

Sincerely,

A handwritten signature in black ink that reads "Kristen Pope".

Kristen Pope
Development Director
(716)239-5013 (cell)
kpope@shakespeareindelpark.org

cc: Joan Bracial



**Summary of Stage Rebuild Costs (copies of invoices & labor documentation attached)
\$10,000 Erie County Grant/Contract dated 9/15/2011**

UB Shop rental	\$ 1,750.00
D&M Plywood#1	3,876.00
Shop Labor	575.00
D&M Plywood#2	1,131.00
Dumpster	517.64
Build Labor	<u>2,983.00</u>
	\$10,832.64



University at Buffalo
The State University of New York

SERVICE AGREEMENT/MEMORANDUM OF UNDERSTANDING

This agreement is made between the Center for the Arts of the State University of New York at Buffalo, hereinafter referred to as "CENTER" and Shakespeare in Delaware Park, hereinafter referred to as "RENTER" (RENTER certifies that the above is its true legal title.) In reference to RENTER'S set construction for recutting facades (the "PROJECT"). It is mutually agreed between the parties as follows:

PROJECT DESCRIPTION: RENTER will rent CENTER Scene Shop to fabricate scenery for the PROJECT. This scenery will be used at Shakespeare in the Park, Buffalo, NY in May 2012. RENTER will be responsible for the fabrication of the scenery, which includes all labor, technical drawings, building schedules, materials and supplies.

SERVICES/SCENE SHOP TERMS: The CENTER agrees to provide to the RENTER Scene Shop rental space occurring for 1 week (5 days per week) total from March 12th, 2012 through March 16th, 2012 as outlined below. The total estimate for this service is \$1750.00 (\$350/day). This fee includes the Scene Shop Supervisor who is responsible for the space and its equipment; and the use of the space and its current tool and equipment inventory.

- Should RENTER need to extend dates, additional rental rates will apply at a rate \$350/per day. Availability will depend on the start of the University at Buffalo academic semester and CENTER event activity.
- Use of additional space other than the Scene Shop needed for storage or technical purposes is currently not available to RENTER due to CENTER event activity. Plywood sheets only will be stored at the CENTER through May 2012.
- All scene shop work and activity involving the running of power tools will take place between CENTER scene shop building hours of 8:30am-5pm, Monday through Friday and supervised by CENTER Scene Shop Supervisor.
- Those involved in the project agree to work within, and be controlled by the CENTER current schedule of events. CENTER will have accessibility to the Shops at all times in order to service CENTER productions.
- RENTER will also keep scene shop organized, clean and accessible. RENTER will also complete proper waste disposal on a daily basis.

STAFFING: RENTER will directly hire or contract appropriate and qualified scene shop staff to fabricate scenery according to the needs as defined and outlined by the RENTER. RENTER hired or contracted scene shop staff involved with the PROJECT will be subject to pre-approval by the CENTER.

- Should the RENTER require fabrication assistance from a member of the CENTER staff, RENTER will be charged a rate of \$25/per hour per person and coordinated and agreed to in advance.
- Student apprentices directly hired or contracted by RENTER will work alongside RENTER scene shop PROJECT staff to complete the build. RENTER staff will supervise the students involved with the project at all times.
- RENTER hired or contracted scene shop staff agrees to be responsible for managing and supervising activity in the scene shop in conjunction with the CENTER Scene Shop Supervisor.

SAFETY: RENTER scene shop staff participating in the PROJECT will follow CENTER procedures for safety and adhere to proper working conditions under NY State law and CENTER policies at all times. RENTER recognizes that the authority of CENTER and Scene Shop Supervisor is absolute with regard to control and enforcement of safe theatrical safety standards and practices for any activity. A Scene Shop Safety Manual will be made available to RENTER staff.

MATERIALS/SUPPLIES: RENTER agrees to directly purchase all materials, supplies and associated necessary consumables for this PROJECT. RENTER accepts responsibility for and will pay for any and all tools or equipment damaged or if used excessively for this PROJECT. CENTER will chargeback RENTER for any materials, supplies or consumables that are used for the PROJECT if used from CENTER inventory that are associated with the PROJECT.

ADDITIONAL TERMS: A written declaration will be made of the collaboration for this PROJECT. RENTER will recognize the CENTER as part of the RENTER show program.

TERMINATION DATES: RENTER agrees to take appropriate action by the due dates specified below:
Termination of this signed agreement no later than February 15, 2012.

Final Payment: No later than March 10, 2012 in the amount of \$1750.00.

Final Payment: RENTER also agrees to pay for all additional costs incurred as a result of time overages due to project delay, CENTER labor hours or use of equipment and/or materials requested by RENTER OR, in the event of cancellation, "out-of-pocket" costs incurred by the CENTER prior to the cancellation.

UNION AGREEMENTS: RENTER agrees to abide by any agreements or contracts currently in force between the State University of New York / University at Buffalo and any labor unions.

REASONS FOR TERMINATION OF AGREEMENT: The CENTER may terminate this Agreement if RENTER fails to perform any of its obligations herein set forth or about to default under the terms of the Agreement.

ENTIRE AGREEMENT: The provisions set forth in this Agreement represent the full understanding and agreement of the parties. Any modification to these provisions must be in writing and signed by both the CENTER and RENTER.

INSURANCE

- **PUBLIC LIABILITY:** RENTER must present proof of appropriate liability insurance coverage to the CENTER Business Manager no later than 30 days prior to first use specified in this AGREEMENT. In which the State University of New York and the University at Buffalo Foundation, Inc. are named as additional co-insured in the amount of Two Million dollars (\$2,000,000.00), covering: Injury to persons, including those resulting in death, and property damage, including damage to the CENTER, for all dates and times specified in this AGREEMENT. The CENTER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the operation of the facility as distinguished from the presentation of the PROJECT and the RENTER shall be deemed to be primarily liable for all acts, occurrences, or omissions arising out of or relating to the presentation of the PROJECT as distinguished from operation of the facility.
- **INDEMNITY:** Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, The State University of New York (SUNY) shall hold RENTER harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment.
- **DAMAGE PAYMENTS:** RENTER will leave the CENTER premises in the same condition as existed prior to RENTER event, ordinary wear and use. Charges for repair of damage caused by any person under RENTER supervision or extraordinary post-event cleanup will be included in the final invoice to RENTER. Pre and post-event inspection of premises may be arranged. CENTER will not be responsible for any damage or loss to RENTER property, or that of RENTER agents, employees, etc., no matter what the cause of such damage or loss.

REPRESENTATION: The person signing this contract on or behalf of the RENTER represents that (s)he is so authorized by the governing body of the RENTER to bind RENTER to the terms and conditions of this contract.

AGREED AND ACCEPTED BY:

BY: Lisa Ludwig Managing Director Date March 2, 2012
Shakespeare in Delaware Park, P.O. Box 716 Buffalo, NY

FOR: CENTER FOR THE ARTS

BY: Thomas B. Burrows DATE: 2/1/2012
Thomas B. Burrows, Center for the Arts Executive Director
103 Center for the Arts, Buffalo, NY 14260,6000
Telephone: (716)645-6259 Fax: (716)645-6973, E-mail: tburrows@buffalo.edu



D & M Plywood, Incorporated
 340 Seneca Street
 Buffalo, NY 14204
 Tel: 716-856-3636 Fax: 716-856-8809

Your Source for Specialty Building and
 Architectural Products

PAID

Invoice

Date	Invoice #
3/6/2012	81550

Bill To

Shakespeare in the Park

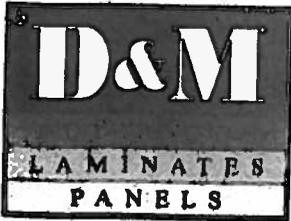
Ship To
UB / Center of the Arts Attn: Scott Richards 647-7307
<i>856-4538</i>

P.O. No.	Terms	Rep	Ship Date	Shipper Name	Qty	Item Code	Description	Price Each	Amount
			3/12/2012	D&M Plywood, In					
					114	PSD - AC Arauco EXT .750 ...	AC Arauco EXT 3/4 4X8 Sanded Plywood	34.00	3,876.00
								Total	\$3,876.00

E-Mail : Paul Maher -
 pmaher@dmplywood.net
 John Fontanae - jfont@dmplywood.net

	\$	3/16-3/23 2012
Delia	112.50	ADP ✓
Hoehn	112.50	✓
medlock	112.50	
Woll	112.50	
Richardson	125.00	
	<hr/>	
	575-	

Labor for shop EC
 (via Scott Richardson)



D & M Plywood, Incorporated
 340 Seneca Street
 Buffalo, NY 14204
 Tel: 716- 856-5656 Fax: 716- 856-8809
 Your Source for Specialty Building and
 Architectural Products

Invoice

Date	Invoice #
6/1/2012	83084

Bill To

Shakespeare in the Park

Ship To
BOTTOMM OF SHAKESPEARE HILL DELAWARE PARK

P.O. No.	Terms	Rep	Ship Date	Shipper Name	
			6/1/2012		
Qty	Item Code	Description		Price Each	Amount
29	PSD - ACFIR .750 4X 8	ACFIR 3/4 4X8 Sanded Plywood no fc		39.00	1,131.00
				Total	\$1,131.00
				E-Mail :Paul Maher- pmaher@dplywood.net John Fontanese-jfont@dplywood.net	

S. J. P. [Signature]



ALLIED WASTE
2321 Kenmore Avenue
Buffalo, NY 14207

A division of REPUBLIC SERVICES

Account Summary

Account Number 3-0111-0005894
Invoice Date June 18, 2012
Invoice Number 0111-000590832
Previous Balance -\$185.00
Payments/Adjustments \$0.00
Unpaid Balance -\$185.00
Current Invoice Charges \$517.64

Pay This Amount

\$332.64

Due By: 07/05/12

Contact Information

Customer Service (716) 614-3333

Important Information

To pay on-line or sign up for
convenient auto pay, go to:
www.disposal.com

SHAKESPEARE IN DELAWARE PARK

Invoice
Page 1 of 2

Current Invoice Charges

Administrative Fee \$1.92

Shakespeare In Delaware Park Lincoln Parkway (L1) CSA TEMP
Buffalo, NY

1 - Rolloff (20 Yd) On Call Service (S1)

Date	Description	Reference	Quantity	Unit Price	Amount
06/13	Permit / Permit Fee				\$12.00
06/14	Disposal/Recycling	48320	4.5000 Tons		\$180.00
06/14	Basic Service	Lisa	1.0000	\$185.00	\$185.00
	Total Fuel/Environmental Recovery Fee				\$98.44
	Total New York Tax				\$40.28

Current Invoice Charges

\$517.64



PAID

CURRENT	30 DAYS	60 DAYS	90+ DAYS
517.64	-185.00	0.00	0.00

- S M TCK**
- Visit our website, www.disposal.com to make your payment electronically or to sign up for our convenient automatic payment plan.
 - Please see reverse side for terms and conditions



2321 Kenmore Avenue
Buffalo, NY 14207

Please Return This Portion
With Payment



PAID

Pay This Amount \$332.64
Account Number 3-0111-0005894
Invoice Date June 18, 2012
Invoice Number 0111-000590832
Payment Due Date July 5, 2012

Return Service Requested
000115-000050-000125-003262 2304958 2240ST03_9 3
SHAKESPEARE IN DELAWARE PARK
LINCOLN PARKWAY
BUFFALO NY 14222

Make Checks Payable To:

ALLIED WASTE SERVICES #111
PO BOX 9001099
LOUISVILLE, KY 40290-1099

30111000589400000005908320000517640000332649

SHAKESPEARE IN DELAWARE PARK

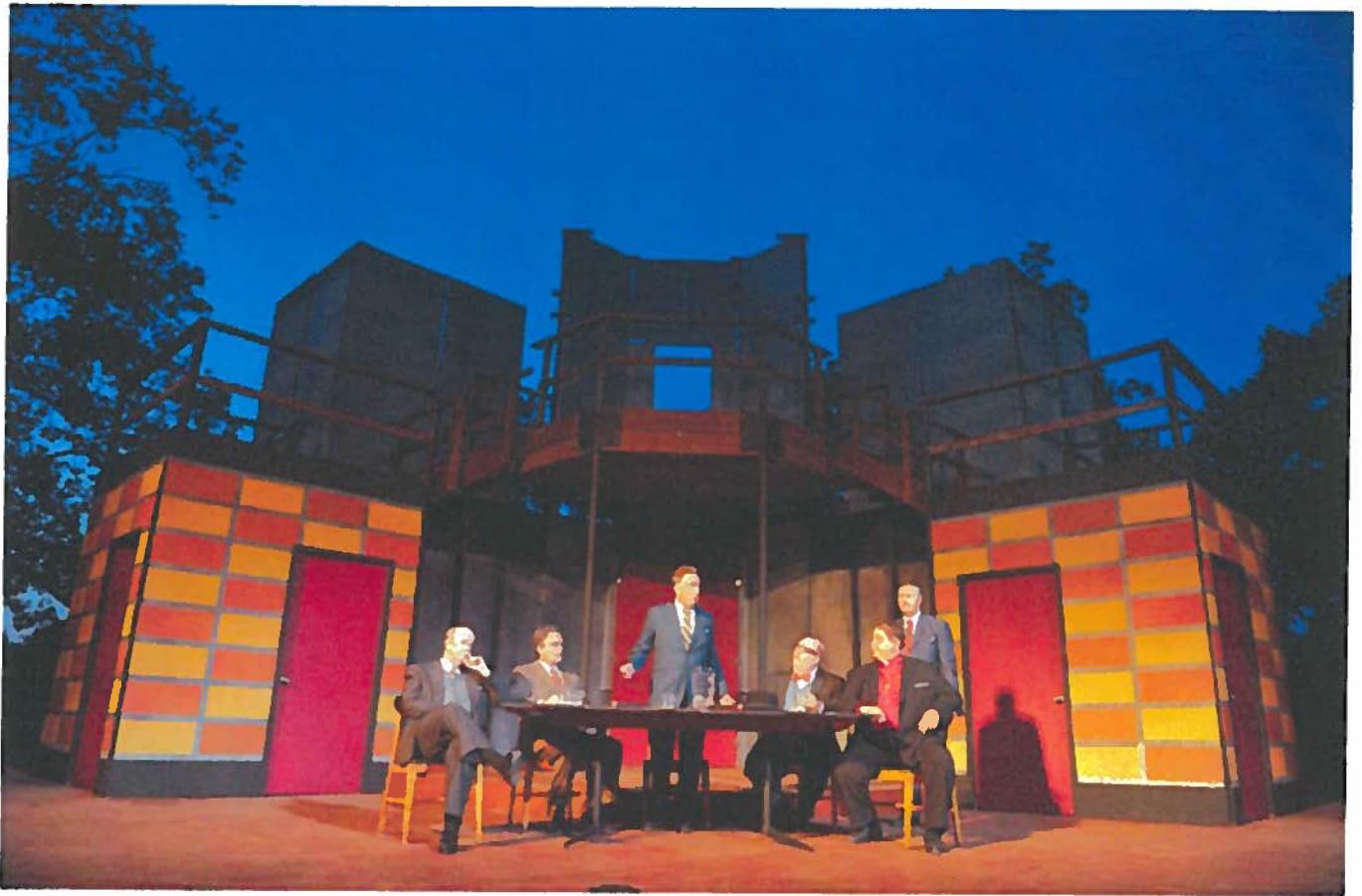
TIME SHEET

Week of MAY 14/2012

Employee	Date	Hours	Total										
12 KATHY MCEED	5/14	6.5	5/15	5.5	5/16	6	5/17	7	5/18	7			32
9 KAWAN DELIA	5/14	5			5/16	6		7		7			25
10 MATT FENDEL	5/14	5			5/16	6		7		3.5			14.5
10 ERIKH KRAMER	5/14	5			5/16	6		7		7			25
9 BRIAN BRONIOUS	5/14	5			5/16	6		3		7			21
9 VANESSA WEBB	5/14	5			5/16	6		7		7			25
10 DAKE BRADY	5/14	5								7			12
9 KESS JURDANSKI	5/14	5			5/16	6		7					18
9 RYCE HOEHN	5/14	5			5/16	6		7		7			25
10 RICH BURKE	5/14	5			5/16	6		7		7			25
10 ZACH VAUGHAN										7			7

SKM

5



New stage boards + panels