

October 12, 2012

**Robert Graber  
Clerk of Erie County Legislature  
92 Franklin Street 4<sup>th</sup> Fl  
Buffalo, NY 14202**

Dear Mr. Graber,

Attached are copies of invoices paid for repair of the roof and necessary plumbing at the property for Locust Street Neighborhood Art Classes, Inc. at 138 Locust Street, Buffalo NY 14204.

Because the timing of the Erie County funds arriving at the end of 2011 and the difficulty of finding a reasonable solid estimate for the roofing repairs, we were not able to find an appropriate contractor until spring 2012. Other contractors' estimates during 2011 were in the area of \$4,000 to \$5,000 plus what was found upon arrival to the premises. It did not seem fiscally prudent to sign a contract with them at that time until the funds were in hand.

We request permission to retain the remaining \$2328.46 to continue the repairs and upgrades from the original proposal for Locust Street Art's historic property at 138 Locust Street, Buffalo that were not able to be achieved during the time period given for the fund.

Thank you for your time and consideration.

Sincerely,



**Liz Van Verth  
Director**



**Molly Bethel  
Treasurer**



**"MOLLYOLGA"  
DRAWING BY  
DARRYL MINER**

**LOCUST STREET  
NEIGHBORHOOD  
ART CLASSES, INC.**

**138 Locust Street, Buffalo, N.Y. 14204 716/852-4562 • 716/885-1388**

Copper & Slate, Inc.

1729 Bailey Ave.  
Buffalo, NY 14211  
P: 716-893-0402  
F: 716-892-5009

Date	Invoice #
6/7/2012	1177

Bill To

Locust St. Neighborhood Art, Inc. 138 Locust St. Buffalo, NY 14204
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P.O. Number	Terms	Rep	Project
			Repairs

Quantity	Item Code	Description	Price Each	Amount
		Replaced 22 slate (9x16 Black) Refastened 30 slate tiles Caulked various areas Replaced 20' of 1"x4" rotted wood on dormers Painted and caulked wood on dormers Patched squirrel holes using metal (about 20') Caulked and fabric and cemented gutter joints and holes Patched drop tube of gutter on SE corner Remortered brick at SE corner Repaired metal cornice N side chimney patched a missing brick Replaced approx. 1 sq. of missing asphalt shingles Fabricated and installed approx. 72' of metal edging Fabricated and installed copper drip cap on front dormer *Price includes lift rental		
	Custom	Subtotal	3,344.54	
	Sales Tax	Sales Tax	292.64	
		Please deduct sales tax and provide copy of tax exempt certificate with payment.  Please deduct 2% from subtotal if payment is received by 6/14/12. (-\$88.44)		
				<i>ok #5616</i> 3,344.54 292.64

2% MONTHLY INTEREST ADDED AFTER 30 DAYS

**Total** \$3,637.18

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1 Brinkman Street at West Shore  
 BUFFALO, NEW YORK 14211  
 (716) 893-2203  
 FAX 892-6427



This contract, made the 5 day of December, 2011 between the contractor, Surety Construction Co., and  
 Owner (name) Locust St Neighborhood Art Classes Address 138 Locust St  
 City of Buffalo State NY Zip 14204 Home Phone Wally Bethel Bus phone \_\_\_\_\_  
 Job location: 138 Locust St Bldg NY 14204 507-5278  
 Contractor to furnish materials and labor for items checked below:

Gutter Cleaning

Clean all gutters on left + right Eaves on above address. Remove + Bag all debris and dispose of properly.

Note: inspect both gutters (French style) for any damage or missing gutter materials. inspect dormer area for any damage that maybe caused by squirrels. Notify if anything is found

12/14/11 COMPLETED

- Invoice -

12/14/11 COMPLETED

40' ladder may be needed

Payment: Owner agrees to pay Contractor \$ \$175- CK #5389 (contract price) for the materials, labor and expenses to be provided as described above.

Down payment: \$ \_\_\_\_\_ upon signing of this agreement.  
 Progress payments: The Contractor shall be entitled to receive payment from Owner for the reasonable value of materials and labor to be provided and expenses incurred upon the contract in accordance with the following schedule:

\*Note: Down Payments Deposited at: M & T Bank

**Notices:**

1. Owner's failure to tender payment to a performing Contractor or Subcontractor may subject the Owner's property to applicable liens by the Contractor or Subcontractor in order to enforce payments.
2. Payments received from Owner under this contract, prior to substantial completion of the work under this contract, shall be deposited within five (5) business days of receipt in an escrow account in a bank, trust company or savings and loan association located in this state, and Owner shall be notified of the name of the depository where the funds have been placed within ten (10) days of deposit of them. In the alternative, Contractor may post a bond or contract of indemnity with Owner guaranteeing the return or proper application of such payments to the purposes of the contract. Monies used in escrow become the property of the contractor when (a) they are applied and transferred according to the contract payment schedule or (b) a breach of contract by the Owner occurs and the Owner is given seven (7) days written notice of the breach by the Contractor or (c) the contract has been substantially performed.

**OWNER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

Owner: X Wally Bethel Date 12-5-11 Contractor: [Signature] Date 12/5/11

**NOTICE OF CANCELLATION**

Date of Agreement \_\_\_\_\_

OWNER MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF OWNER CANCELS, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY OWNER UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY OWNER WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING THE RECEIPT BY THE CONTRACTOR OF OWNER'S CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF OWNER CANCELS, OWNER MUST MAKE AVAILABLE TO THE CONTRACTOR AT OWNER'S RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO CONTRACTOR UNDER THIS CONTRACT OR SALE; OR MAY IF OWNER WISHES, COMPLY WITH THE INSTRUCTIONS OF THE CONTRACTOR REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE CONTRACTOR'S EXPENSE AND RISK. IF OWNER DOES MAKE THE GOODS AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF

RITTER & SENTRY PLUMBING  
 SERVICES, INC.  
 1053 Walden Ave.  
 Cheektowaga, NY 14211  
**894-4181**

# Invoice

DATE	INVOICE #
12/2/2011	AJJ 5754

<b>BILL TO</b>
Locust Neighborhood Art Classes 138 Locust St. Buffalo, New York 14204

TERMS	DUE DATE	PROJECT	894-4181
Net 30	1/1/2012		

ITEM	DESCRIPTION	AMOUNT
Cleaned sewer	Cleaned stopped sewer with machine lots of roots.	152.00  <i>CK#5368</i>
<b>Total</b>		<b>\$152.00</b>