
C. W. AUGUSTINE, INC.

ALLEGATIONS

AND

RESPONSES

A	Baldwin V O'Neill
B	Final Bill to Biggs
C	The Family on Superior Street
D	Labor Bill to Deleel
E	Deleel Court Decision
F	"BIGGS" Jury Decision
G	" I Had a Dairy Farm"
H	Architect's Statement
I	Deposition of F Biggs
J	Statement From Suny Potsdam
K	"Total wages of 45,000 (for "26 Full Time Jobs") ???
L	Statement from NYS DEC
M	Statement Carrie-Baleno-Baker
N	No Response SLCHC
O	S.L.C. Planning/ S.L. County
P	Potsdam Village Response

C. W. AUGUSTINE, INC.

3470 US Highway 11
DeKalb Jct., NY 13630
Phone (315) 347-4700 Fax (315) 347-4711

CONTRACT ADMINISTRATION
RESIDENTIAL INSPECTION SERVICES
LEAD HAZARD RISK ASSESSMENT

April 30, 2002

[REDACTED]

This letter is in response to your correspondence of April 26, 2002. I can only assume that you have been contacted (and probably threatened) by Mr. Frederick E. Biggs. Until I had the misfortune to become involved with the Biggs, I had never had so much as a traffic ticket. I have since been involved in two (not several, numerous, or multiple) lawsuits regarding the issues you have mentioned; both instigated by Biggs when I refused to walk away from well over \$40,000 that Biggs owes C.W. Augustine, Inc. I consider both of these suits one case. When I refer to Biggs in the plural I am referring to Fred and his wife and partner in the vendetta against me and all associated with me.

A
B

The Biggs story to my clients, and anyone else who would listen for the past four years, has been that I am a convicted felon out to fleece the innocent consumer. Perhaps I should feel relieved at merely being accused now of having lawsuits decided against me.

The Biggs advertised for months until they found a woman (of a similar psychological bent as our friend on Superior St; out to get something for nothing) for whom my company had replaced a roof. This person's roof was damaged by her boyfriend, chopping ice with an axe, during the ice storm of '98. With the Biggs' coaching (they were with her in court) she put on a performance for the judge that was worthy of an academy award; poor single mom just trying to keep a roof over her children's heads, taken to the cleaners by the unscrupulous, deep pocketed contractor (who, by the way, did the work "pro bono" - she paid for materials only - because she was needy and her family were friends of an employee). The only thing missing was the violins. Her "dog and pony show", performed before a soft hearted village justice, who would barely allow my attorney to speak, never mind present my case, won her \$1,800 of my money to have a new roof installed.

C
D

Two issues of note regarding the preceding; 1) I went to court against the advice of my attorney. He predicted the judge's behavior, and recommended that I just pay this woman off, which I was loath to do given the overwhelming evidence in my favor, knowing that Biggs would use this case against me and, 2) As of a week ago, four years later, this "leaking" roof, the result of "shoddy workmanship" has yet to be replaced or repaired.

E

The second suit that has been decided against me (and will be appealed on procedural issues) was brought by the Biggs. This suit went to trial in January of this year. After a week in court my attorney had reduced my exposure from over \$1 million that they had sued me for, to just over \$7,000. At a cost to me of over \$7,000 per day spent in court, it made no sense to spend another week presenting my case, so we withdrew my countersuit without prejudice and presented no defense to the Biggs claims; they won their case by default.

F

The simple truth, which is difficult to admit, is that I was played for a sucker. I believe that the only issue in question from the outset was how much the Biggs were going to hit me for before I caught on to their scam. I have spent my entire career in contract administration and this was the only time in 30+ years that I performed work without a detailed contract. Biggs had been my accountant for a number of years and, as such, had my trust. He set me up like a babe in the woods.

G

All of the Biggs allegations, architect's and engineer's reports, etc. are based on faulty assumptions (provided by the Biggs), primarily that a given scope of work was paid for and completed. The fact is that the work was in progress, and halted for nonpayment. What is alleged to be shoddy and in violation of code is simply work that was not completed. This was a time and material job. I have full documentation of all expenses (not including profit and overhead), which exceed the amount Biggs paid by over \$40,000. I am willing to share these documents if you would request to review them. The Biggs game is to play on emotion, which has, to date, ruled over my dry boring facts. All of their arguments and statements contain twisted truth and outright lies.

H

I am not the first builder to fall prey to the Biggs. The Biggs story has them moving to this area from New Jersey. With an extensive and expensive investigation I traced them through numerous mail drops and phony addresses and found that they were involved in a similar situation with a builder in Pennsylvania in the late 80's, just prior to their move to the North Country.

I

F. Biggs and family were guests in my home, I gave him office space and a dedicated phone line to conduct his business during his building project. Biggs gave each of the workmen on the job a \$100 bill at Christmas for "doing such a great job". Not a word about shoddy work until I had my vendors lien the house a few weeks later.

When I presented the Biggs with a progress invoice, for work that they had requested, his comment to me was "we don't have that kind of money, you can afford the loss and you better just deal with it; don't f--k with us".

The Biggs have recently brought a successful lawsuit against the DEC, and instigated actions against other parties in their attempts to stall and ultimately prevent the development of a wood products plant in Lisbon. The Biggs have also recently brought a suit against a neighboring farmer for spreading processed sludge, on fields near their home. In all of this they disseminate twisted truth, half truth, and untruth in an appeal to emotion to garner public support.

If the Biggs have threatened you, don't take their threats lightly. Do not be deceived by the Biggs flannel shirts and phony, folksy concern - F. Biggs is a sophisticated businessman, with absolutely no scruples, who has set his sights on ruining me and anyone who will continue to utilize my services after he has put them on notice. Consider the following, most of which Mrs. Biggs smugly admitted to during pretrial depositions:

The Financial Aid Office at SUNY Potsdam was subjected to an intense investigation by the Feds, damaging the school, and their employee's reputations. Their crime? They had refused to consider the Biggs daughter's application for aid when F. Biggs refused to supply any financial information. The Biggs commenced a vendetta never addressing the issue but smearing SUNY's FAO by filing totally unsubstantiated charges with the Feds.

J

In addition to the money that the Biggs owe me I have spent a small fortune for counsel, been dragged through the mud, slandered and libeled for four years with no relief from a legal system that values "free speech" over all else.

With a multi pronged smear campaign, including client and customer contact, aided and abetted by the sensationalists at the Watertown Times, within two years the Biggs destroyed my construction business, and the twenty six full time jobs, (together with hundreds of thousands of dollars to subcontractors) that went with it. They also severely compromised my construction management consulting company, which had a half dozen very well compensated contract employees, and I have also had to reduce my office staff proportionally.

K

The Biggs filed a completely false report claiming that I was dumping toxic waste on my farm. This made me the target of a full blown DEC investigation at considerable expense and negative publicity. This DEC investigation of my personal holdings gave the Biggs the legal "right" to proclaim to one and all that "O'Neill is/has been investigated by the Department of Environmental Conservation for illegal dumping of toxic waste".

L

The Biggs spent months, parked in front of my apartment buildings, following my employees and/or clients, parking in front of their homes at night, appearing to take photos as they came and went. This campaign made a number of tenants nervous enough to move and encouraged clients and customers to go elsewhere for services. I now know, from experience, that New York State's stalking laws are worthless.

M

Biggs coerced a new employee of my company, paying her ex to threaten to have her declared unfit and take her children. This girl typically made the daily mail run; in exchange for not having to fight for her children she discarded selected mail, targeting checks for payments that would affect my credit rating, and outgoing invoices to clients. It took me a month to realize what was happening and another two months to re-establish cash flow.

M

Fred Hanss, Executive Director of the St. Lawrence County Housing Council, Inc. refused to end the SLCHC's contractual relationship with my company when threatened by the Biggs, and was subjected to a months long IRS audit instigated by the Biggs. To make matters worse the Biggs then called the SLCHC's funding sources as concerned citizens, to let them all know that "the IRS is investigating the SLCHC for violating and abusing their not-for-

N

profit status". In the end the IRS apologized to Hanss for having been duped into performing the investigation. However, this campaign cost the SLCHC thousands of dollars in CPA fees and an untold amount of time that should have been spent on constructive activities.

When the IRS/SLCHC scheme failed, Biggs then focused his efforts on the St Lawrence County Planning Department and St Lawrence County government, another of my clients, pressing them to sever ties with me, AND the SLCHC, because of their relationship with me.

The Potsdam Planning and Development Office, another of my clients, (and their Director) have been the target of a phone and smear campaign because of their association with my company.

The Biggs various newspaper ads and schemes have enticed all manner of low life scum to trespass, break-into and violate my home and my privacy at all hours of the day and night; to a degree that I pay a house sitter whenever I am not at home and keep a loaded shotgun nearby when I am.

I could go on and on with what I, and those associated with me, have endured at the hand of the Biggs, but I feel I have made my point. Mr. Frederick E. Biggs is an arrogant con man who, with his wife's prodding and encouragement, is attempting to ruin me for daring to defy him, and to line his pockets at my expense. I can only trust that I will prevail, that he will cross some legally defined line that will allow my attorney to put an end to this ordeal, but I don't have a crystal ball and the Biggs harassment could continue for the foreseeable future.

I am aware that [REDACTED] cannot afford to jeopardize the work that you do and I apologize for putting you at risk. If you would decide to discontinue our relationship rather than be subjected to a smear campaign or frivolous lawsuit by the Biggs, I will certainly understand and harbor no ill will toward you or [REDACTED].

Respectfully,

James A. O'Neill, President
C. W. Augustine, Inc.

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ST. LAWRENCE

A

AARON BALDWIN,

Plaintiff,

Index No. 99828

vs.

* SUMMONS

* JAMES A. O'NEILL DBA CONSTRUCTION
MANAGEMENT SERVICES and ROGER COOKE,


Defendants.

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs attorney within 20 days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Trial to be held in the County of St. Lawrence
The basis of the venue is Plaintiff's residence
Plaintiff resides in St. Lawrence County

Dated this 10 day of April, 1997


Plaintiff's Attorney
POISSANT & NICHOLS, P.C.
Office and Post Office Address
55 West Main Street
Malone, New York 12953
Phone: (518) 483-1440

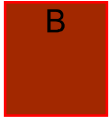
TO THE ABOVE NAMED DEFENDANT :

The nature of the action is negligence/Labor Law violation *

The relief sought is monetary damages

RA 3099

CMS JAN 24 1998 BILL
(RA 3099 - RA 3101)



<p>* Statement</p> <p>* Construction Management Services 3470 US HWY 11 DeKalb Jct., NY 13630 Phone (315) 347-4700 Fax (315) 347-4711</p>
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Date: 1/24/98

To: Fred & Pat Biggs
25 Lawrence Ave
Potsdam, NY 13676

For: Balance due for construction of home located at Waterman Hill,
Pierrepont

Foundation		\$18,335.00
Home Construction		<u>\$61,660.00</u>
Total Cost		\$79,995.00
Payments		
	6/12/97	\$ 4,000.00
	8/21/97	1,870.00
	9/26/97	20,000.00
	10/23/97	15,000.00
	11/15/97	15,000.00
	12/8/97	15,000.00
	Cash	3,500.00
Total Payments		<u>\$74,370.00</u>
Sub-total		\$ 5,625.00
Additional Cost (see attached)		<u>\$11,257.00</u>
<u>Balance Due</u>		* \$ 16,882.000



C

Dear Fred and Pat.

My wife and I have been waiting since Nov. 2001 to get our home livable.

Had Jim O'Neil given a true evaluation of this house we would have never bought it.

He overlooked a cracked wastepipe that I questioned, a 2ft. by 4ft. hole in the porch roof, a code violation under the kitchen sink, plus a cracked beam. And when I complained about the repair to the front porch he argued with me for a long period before admitting he hadn't seen the area (all while telling me I was wrong), 2 days later it was reworked by the contractor.

Barbara Willis would not believe my complaints because she took his word over mine, this is what started our struggle for fairness.

Now we are working through the Atty. General's Office and are afraid they may withdraw because Ms. Rathbun told me to stop talking to so many people about the case and it might be best not to get involved with the Biggs' case. I told her I only told the truth and didn't want to wait over 4 years like they did because I see very little movement here. After all it has been spelled out what has to be done and whose liability it is. However we still have to have another meeting.

Mr. O'Neil had O.K.ed the project and he was responsible to check each phase of repairs before each check would be released. Now we must face the problems he missed.

I just feel bad so many people had to get involved and tainted because one man failed at his responsibility.

We hope you can hold Mr. O'Neil ACCOUNTABLE

Your Friend,

[Redacted Signature]

Bill Roberts

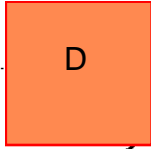
Sharon & William Roberts
937 Superior Street
Watertown, NY 13601



Fred & Pat Biggs
209 C.R. #29
Canton, New York
13617

CONSTRUCTION MANAGEMENT SERVICES

PROPOSAL



3470 US Highway 11
DeKalb Jct., NY 13630
(315) 347-4700 FAX (315) 347-4711

DATE: 7/29/97
CMS Project #MW97-50

EX855

PAGE 1 of 1

SUBMITTED TO: Cynthia Deleel
752 CTY RTE 38
Norfolk, NY
384-4487

DESCRIPTION: Shingle roof

MATERIAL SPECIFICATIONS AND SCOPE OF WORK:

- 1) Owner will supply all materials and be responsible for cleanup and disposal of old roofing materials. CMS will supply labor tools and equipment to strip existing roof shingles and install new roofing, to include: roof and ridge vents, felt, ice and water barrier, and dripedge as necessary.
- 2) Cut and fit new plywood subfloor in bathroom. Owner will remove existing subfloor and fixtures as required and will supply material.

We hereby propose to furnish all labor complete in accordance with the above specifications, for the sum of One Thousand Dollars (\$1000.00) payable upon completion.

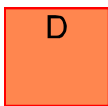
All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications and scope of work involving extra costs will be executed by written change order only. All agreements contingent upon strikes, accidents, or delays beyond our control. Our workers are fully insured; certificates are available upon request. This proposal may be withdrawn if not accepted within 30 days.

AUTHORIZED SIGNATURE: _____

ACCEPTANCE OF PROPOSAL: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified; payment will be made as outlined above.

DATE ACCEPTED: 8-7-97 SIGNATURE: _____

EX-856



Statement
 Construction Management Services
 3470 US Hwy 11
 DeKalb Jct., NY 13630
 Phone (315) 347-4700 Fax (315) 347-4711

Date: 8/7/97

To: Cynthia DeLeel
 752 CTY RTE 38
 Norfolk, NY

For: Residential roofing

<u>Strip and shingle home, cut and fit plywood floor, as per proposal dated 7/29/97</u>	<u>\$1000.00</u>
1 bundle of shingles @ 7.62 plus sales tax	<u>8.15</u>

Total Amount due	\$1,008.15
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Thank you for choosing CMS. If we can be of further assistance, please call.