

July 5, 1998

Mr. Fred Biggs
P.O. Box 341
Canton, New York 13617

Dear Mr. Biggs;

Recently you printed a request for information regarding James O'Neil/Construction Management Services in a local newspaper. I am contacting you regarding this.

I am curious as to why you placed this and would like to speak further to you on this matter. I am hoping that you are contemplating contracting him rather than being in the same unfortunate situation that I am in.

Let me explain. Last year I was in need of having a roof torn off and replaced on my residence. This man came highly recommended. I checked into other contractors but this was the most affordable and he had a pleasant, business like personality dealing with him initially. So I contracted with him. The deal was so much money down for the work. I would pick up the materials that he listed as needing. When the roof was removed, he/the workers were to let me know whether new plywood would have to be placed down.

During this time period, my grandfather went into a coma and died in June. In July, my 15 year old daughter had to have surgery in Burlington for a right ear drum reconstruction. The construction company was working during this time period. In August, my 19 year old stepson was murdered while on military tour in Germany.

In September, I contacted Mr. O'Neill by phone because I was having water leakage through my bathroom (heat/light/vent) appliance. He came out to check it. At first he told me that some water was to be expected to go down through this. When this was not acceptable to me, I told that I had picked up roof vents that had the loovers going the wrong way. I really didn't understand it but I pointed out to him that his workers were the ones that placed the vents in and should have realized this at the time of installation. Also we addressed the fact that the guide wire was not reinstalled. He sent his workers out, they replaced roof vents with 2 new ones that I had purchased, walking off with the two old ones plus a push broom.

Over Thanksgiving I repeatedly left messages on his answering machine and with his secretary regarding more leaks. This time it was leaking through my arch way between the kitchen and the hallway. I contacted him repeatedly for over a month. No answer/no response was made.

Christmas came and went. With all the losses that my family and I endured this year, this was a particularly difficult time. With the ice storm, more damage was exposed. The insurance company came to do an examination for a claim. He went up into the attic. There is major damage to the roof. I had him take pictures where there are major holes that was patched over with felt paper rather than the board replaced. Places where the workers put their feet through the wood and tried to patch with wood pieces smaller than the hole. Eight places in all. The \$1500.00 worth of insulation is ruined and the bedroom ceiling is sagging from the water damage. The insurance would no cover any of this because it was due to poor workmanship. We contacted Mr. O'Neill regarding this requesting that he make an appearance at our residence within 5 working days. He sent his 2 young workers on his behalf (when the work was being done on the house, he never made an appearance to check on their workmanship--only to pick up a check. Also no one on the work crew was over 25 at the oldest.) The two workers were sent on their way, instructing them that we wanted to speak to Mr. O'Neill as the contractor

not to the workers.

At this time, I have a roof that needs to be totally replaced and I don't have the money to do the necessary work. I have chased this man to have him do right by us to no avail. I don't have the money for an attorney so I am trying to seek other avenues.

I hope that this is of help with whatever situation you are dealing with. I would greatly appreciate a phone call from you to discuss the matter and perhaps you can be of assistance to me. I can be contacted in the evening at my home number

Sincerely,

Cynthia L. Deleel

EXHIBIT 189

November 19, 1999

This is my statement concerning James O'Neill, the Attorney General's Office, the court process that ensued, and the St. Lawrence County Housing Council.

I made an agreement with James O'Neill to replace my roof. Work was to be done "in a workman like manner according to standard practices." (See "proposal," enclosure A) O'Neill called this proposal a "contract," but I know now that it was not in compliance with NYS law, Article 36A section 771- 1(d). (See enclosure B)

The roof leaked immediately. My letter to the Biggs, dated July 5, 1998, (enclosure C), explains the situation I was in. (I found the Biggs because they placed an ad in the Watertown Times looking for comments on James O'Neill or Construction Management Services' workmanship.) The Biggs encouraged me to contact the Attorney General's office in Watertown, which I did by telephone, explaining to them at that time that I was a victim of James O'Neill, as the Biggs were. They promised to send me their complaint forms ASAP, since my roof was leaking and I needed to resolve this situation fast.

No complaint forms were sent to me despite my repeated requests by telephone. The Biggs had an extra set of complaint forms, so I used those and sent my complaint to the Attorney General's office, care of Deborah Rathbun, via registered mail. Return card signed by C. LaFlair.

No one from the Attorney General's office took any action whatsoever, despite repeated phone calls.

In August, I gave up hope of receiving any help from the Attorney General's office, and started the small claims process.

In Dekalb Court in August 1998, Judge Putney disqualified himself because he was acquainted with James O'Neill. Transfer to another court took four months, while my roof continued to leak.

The case was transferred to Judge Crowe's court in Canton. O'Neill appeared and stated that I was suing the wrong party, that his corporation was responsible for the work. Judge Crowe stated that he would be making the decision, based upon evidence submitted at the hearing, as to whether O'Neill was the proper party to sue. Judge Crowe afforded O'Neill the opportunity to inspect the damage, and that was done on December 5, 1998.

We reconvened on December 8, 1998, at which time Judge Crowe ruled that since there was no corporate indication on the proposal O'Neill submitted to me, O'Neill was the proper defendant.

Present and confering with James O'Neill and his lawyer was Sharon Straight of the St. Lawrence County Housing Council. (Documentation enclosure D, appeal document by James O'Neill to Judge Nicandri) I felt that this was inappropriate, and later wrote a letter to Frederick Hanss, director of the SLCHC, to express my concern. (Enclosure E). He never responded.

I presented my evidence and won the suit. O'Neill appealed, and I won that suit as well. I was awarded \$1,873.22.

In conclusion, I allege that the Attorney General's office was negligent in their duties, and the conduct of the St. Lawrence County Housing Council was improper.

Sincerely,
Cyndee Deleel