

C-1

NOTICE OF CLAIM FORM

ERIE COUNTY WATER AUTHORITY
295 MAIN STREET – ROOM 350
BUFFALO, NEW YORK 14203-2494
(716) 849-8465

Claimant(s) Name	Benjamin + Brigid Danziger		
Address	302 Brookwood Dr. Hamburg	Cell Phone #	[REDACTED]
Email Address	[REDACTED]	Home Phone #	

Accident / Damage / Injury Location	302 Brookwood Dr. Hamburg, NY		
Date of Incident	7/29/25	Time of Incident	1:30 a.m. / ☒ p.m.
Police Contacted?	Yes / ☒ No	Police Report Taken?	Yes / ☒ No
Name of Police Agency			

PROPERTY DAMAGE CLAIMS ONLY N/A if not applicable
If this is not your property, give the name and address of the owner:

Name	N/A		
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	\$ see attached	\$
------------------	-----------------	----

PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name		Name	
Address		Address	
Phone		Phone	

Attach copies of Medical bills once submitted to health insurance or automobile insurance.

ONLY PROVIDE COPIES OF THE MEDICAL BILLS. **DO NOT PROVIDE MEDICAL RECORDS WITH THIS CLAIM FORM.**

PROPERTY

1. The following occurred at the property located at 302 Brookwood Drive, Hamburg, New York 14075 (the property). The property owners are Brigid and Benjamin Danziger. They have owned the property since 2016. In 2023, the homeowners had the existing driveway replaced by Redheads Excavation and Concrete. The cost of this project was \$14,200. Being less than 2 years old, the driveway at the property was still in like new condition with no observable cracking or damage.

JULY 29, 2025 INTERACTIONS WITH ECWA

2. At an unknown time prior to July 29, 2025, a letter dated June 26, 2025 was sent from the Erie County Water Authority (ECWA) to Brigid Danziger and Ben Danziger at 302 Brookwood Dr, Hamburg, New York regarding water service at the above address. This letter states "(i)n the coming weeks, the ECWA will be in your neighborhood identifying your water service line material under our Get the Lead Out Program. This work is being mandated by the Environmental Protection Agency." (Attachment A) This letter listed a series of frequently asked questions, none of which mentions ECWA cutting concrete driveways. No further notice was provided to the homeowners.
3. On Tuesday, July 29th 2025, at approximately 1:30 PM, Brigid was working from home in the backyard when she heard a loud power tool noise coming from the front of the house. Upon quickly going to look, she saw a man with a concrete saw who was cutting the driveway in half. The person cutting the driveway was working within 5 feet of the front of the bumper of the homeowners' new truck. He was using the homeowners' hose along with the saw and kicking up dust and wet concrete debris onto the truck. No notification to the homeowners was made prior to starting to cut the driveway. Brigid observed a

white "X" painted across a large section of the driveway. This section was also outlined in white paint. The outlined section of driveway was approximately 9 feet by 9 feet. See photos in Attachment B.

4. The man said that he was cutting the driveway on behalf of the Erie County Water Authority (ECWA), but was just a contractor. The cut appeared to have gone through the full depth of the concrete. This cut was made on the private side of the water service line, well inside the property boundary.
5. The concrete contractor offered to call the ECWA inspector in charge and have him come to the property. "Bill" (716-523-1394), who introduced himself to Brigid as an EWCA inspector, arrived at the property and said that this should not have happened. He relayed that no cutting was supposed to be happening and that he did not expect that to have happened. He promised that it would be fixed and immediately told the concrete contractor to shut down the operation not only at the property, but for the entire neighborhood.
6. Bill told Brigid that he would contact ECWA and that he would return in approximately 30 minutes with someone who the homeowners could tell how they want to be made whole. Bill said that this person would ensure that the driveway was fixed to the homeowners' standards. He also said that he would send someone back by the next day to remove the paint. He left the property. While Bill was gone, Benjamin arrived at the property.
7. At approximately 3:00 PM, Bill returned to the property with Carter Bates (Bates), an EWCA construction inspector. The homeowners met Bill and Bates in the driveway of the property. Bates also stated that the driveway should not have been cut and admitted

that through the contractor's actions, ECWA was at fault. The homeowners explained their concern about the damage to the driveway. Specifically, the homeowners are concerned that their less than 2 year old driveway would suffer premature cracking and buckling due to the cut across the section of the driveway. Additionally, any repairs done to sections adjacent to the cut made by the ECWA contractor would not aesthetically match the rest of the concrete on the property. Bates stated that he understood the homeowners' concerns and reiterated that the driveway should not have been cut. The homeowners asked if Bates was the right person from ECWA to make them whole, and he said that he was not. The homeowners asked for the contact information of someone from ECWA who could. Bates gave the homeowners the name Mark Jarmuz (Jarmuz) and the phone number 716-685-8266. Bates stated that Jarmuz was no longer at work and could not be reached. The homeowners then asked for the contact information of Jarmuz' supervisor at the ECWA. Bates then walked away from the driveway to make a phone call. While Bates was gone, Bill stated to the homeowners that the ECWA should have cut an access hole in the street (Brookwood Drive) rather than cutting out a large section of the homeowners' driveway. Bates returned and he provided the name Mike Quinn (Quinn) and the phone number 716-685-8203. Quinn is the ECWA Director of Distribution.

8. The homeowner, Benjamin, then called Quinn at approximately 3:08 PM. There was no answer at the provided number so the homeowner left a message including his phone number. At approximately 3:15 PM Quinn returned the homeowner's call. Quinn called the homeowner from the phone number 716-684-1510. The duration of this call was approximately 15 minutes. During this call, Quinn stated that the homeowner's driveway

should not have been cut and stated that because the contractor was acting on behalf of the ECWA, the ECWA was at fault and would ensure that the homeowner was made whole. Quinn asked the homeowner (Benjamin) how he could be made whole. The homeowner again expressed his concerns that his less than 2 year old driveway would suffer premature cracking and buckling due to the cut across the section of the driveway. Additionally, any repairs done to sections adjacent to the cut made ECWA contractor would not aesthetically match the rest of the concrete on the property. The homeowner explained that he had recently paid a lot of money to have the driveway replaced.

9. During this call while discussing how the homeowners could be made whole, Quinn stated to the homeowner, Benjamin, "I didn't want to bring this up, but someone threatened one of the workers with a shovel." Benjamin asked if the threat he was alleging was made at his address (the property). Quinn confirmed that he was referring to the property. Benjamin stated that he did not believe that anyone from his property threatened anyone with a shovel and immediately walked to the sidewalk where his wife, Bill, Bates, and two neighbors, Tina and Brenda were standing. Benjamin put the call with Quinn on speakerphone and asked Bill and Bates if anyone was threatened with a shovel at the property during the interactions of July 29, 2025. Bill said "no." Bates stated that he heard that someone had been threatened. Tina, who lives in the home adjacent to the property, reviewed her doorbell camera footage of the day, which she stated clearly captured the interactions between the homeowners and ECWA employees and contractors. At no point during the interactions was a shovel observed. At no point in these interactions was anyone threatened. At no point did anyone involved contact law enforcement to report a threat.

10. Immediately after being confronted with the fact that the allegation of Brigid threatening a contractor with a shovel was fabricated, Quinn stated that he and the homeowner should move on in the conversation about how to repair the driveway. Based on the interaction wherein Quinn alleged that Brigid had committed a felony, Benjamin felt that Quinn was trying to coerce him into accepting less restitution for the acknowledged wrongdoing of ECWA.

11. The conversation between Quinn and Benjamin continued. Quinn stated that the excavation contractor who had cut the driveway, D&H Excavation (D&H), would come to the property and give an estimate to repair the driveway. Quinn specifically instructed the homeowner to ask D&H for an estimate to replace the entire driveway. The homeowner stated that he did not want to hire D&H to replace the driveway because they had acted with disregard for the homeowners' property. Quinn told the homeowner that he could have a contractor of his choice give an estimate and replace the driveway. The homeowner asked for this in writing. Quinn would not provide a written statement because he was unsure of who would pay to replace the homeowners' driveway. At no point during this conversation did Quinn dispute that ECWA was at fault for damage to the homeowners' property through the actions of its hired contractor, that the entire driveway would need to be replaced, or that the homeowner could have a contractor of his choice replace the driveway. The homeowner asked for a copy of the contract between the ECWA and D&H. Quinn said he would email the contract to the homeowner. Quinn further stated that he was sending someone from D&H to inspect the driveway that night. No one from D&H came to the property that night.

12. At approximately 4:31PM on July 29, 2025 Quinn sent the following email to the homeowner:

Mr. Danziger;

In order for me to send you a copy of the contract we have with the contractor (D&H Paving) we will need you to file a FOIL request. It is simply for record keeping purposes. This is a very easy process, all you need to do is e-mail your request to foil@ccwa.org and note that you are looking for a copy of the contract with D&H for Water Service Investigations – Contract 1.

Since in this case, as always, there is more than one story, I need to do a little more investigation to determine how we go to this point, I need a little more time. That said, someone will be in contact with you tomorrow. Go ahead and have your truck cleaned and keep track of the cost. More to follow for sure.

Michael Quinn, PE, BCEE

Director of Distribution

13. At approximately 6:00 the homeowner sent the following response to Quinn:

Mike,

I will be submitting the FOIL request tonight. Additionally, as was stated by you on the phone and confirmed by everyone involved at my house, the county/contractor was at fault. Each individual stated this should not have happened and admitted fault. Bill, the inspector, went as far as to say that an access point should have been cut in the road, rather than in my driveway.

As you stated on the phone with me, the Erie county is ultimately responsible for the damage done to my driveway, and as you made clear and I confirmed multiple times on our call, the county will ensure that I am made whole. As per your instructions, I will be getting a quote to replace my driveway from the contractor I choose. You instructed me to specifically have an estimate to replace my whole driveway. I expect the County to uphold what we agreed to verbally.

I am extremely unhappy that Erie county thought it would be appropriate to remove a section of my new driveway without notice and did so in a way that could have caused damage to my truck.

I am also extremely upset and offended that you falsely claimed that my wife threatened a contractor with a shovel. As was made clear to you by Bill, the inspector who was on site, this DID NOT happen. We also have multiple witnesses and doorbell video capturing the entire time my wife was speaking to the contractors. At no point did she threaten anyone in any way, let alone with a shovel. I can't help but think you made this defamatory statement in an attempt to get us to accept the damage done to our property by your contractor without recourse.

I expect that you will hold to the commitment you made to me as a representative of Erie County.

Please let me know what time I can expect to hear from someone tomorrow as I do not have full access to my phone while I am at work.

Ben Danziger
216-533-3859

JULY 30, 2025 INTERACTIONS WITH ECWA

14. On July 30, 2025, the homeowner was contacted by Molly Musarra, Claims

Representative/Risk Manager, Erie County Water Authority. Musarra explained the claims process and advised the homeowner to have their contractor provide a quote to replace his driveway. Musarra clearly advised the homeowner that only a single quote would be required contrary to the usual requirement of two quotes.

RESTITUTION

15. On September 2, 2025, the homeowner received a quotation to replace the driveway from the contractor of their choice. The quotation was for \$14600 and is attached to this claim

(Attachment C). The quotation is to replace the homeowner's driveway as advised by Mike Quinn.

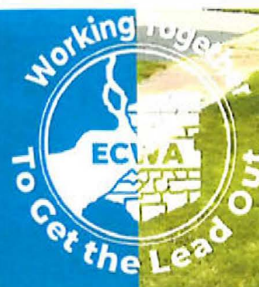
16. New York tort law utilizes a multiplier to determine the damages owed to an individual to make them whole for damage done to their property. Based on the actual property damage caused by the Erie County Water Authority, or their subcontractor, the loss of use while having to replace the driveway, and the time required to prepare this claim (documentation of time spent available upon request), the homeowners request a 2 times multiplier of the actual property damage done to the driveway totaling \$29200 ($\$14600 \times 2 = \29200).
17. Additionally, the homeowner seeks compensatory damages for the defamatory statements made against Brigid Danziger, specifically, the false allegation that she threatened an ECWA employee or an individual contracted by the ECWA with a shovel. According to Cornell Law, the legal definition of defamation is "any action or other proceeding for defamation, libel, slander, or similar claim alleging that forms of speech are false, have caused damage to reputation or emotional distress, have presented any person in a false light, or have resulted in criticism, dishonor, or condemnation of any person." (28 USC 4101). The homeowner believes that this false allegation against Brigid Danziger, which were it true would constitute a felony, was made to dissuade the homeowner from seeking restitution from the ECWA. The allegation that Brigid threatened anyone with a shovel is false, caused her emotional distress, presented her in a false light, and could have been damaging to her reputation. For the defamatory allegation of a felony made by employees of the ECWA, the homeowner is seeking an additional 1.5-time multiplier to

be added to the damages outlined above. This brings the total damages sought by the homeowner to \$51 100, ($\$14600 \times 3.5 = \51100).

18. Lastly, the homeowner requests that the paint be removed in the meantime because that did not occur as promised, and it is not coming off with the homeowners' attempts.

Frequently Asked Questions (FAQs)

Service Line Investigations



Q. Will I be notified what material type you find?

- A. We will leave paperwork at your residence letting you know what type of service line material was identified. Once we update our records, you can look up your address on ECWA's Service Material Viewer, which can be found on our website, ecwa.org, on the Get the Lead Out Page.

Q. What happens if you do find lead?

- A. If we find a lead service line, you will be provided with literature on how to limit your exposure to lead in drinking water. Additionally, ECWA's records will be updated and information relative to your particular service line material will be publicly available on ECWA's Service Material Viewer, which can be found on our website, ecwa.org, on the Get the Lead Out Page.

The work currently being performed is solely for identification purposes. Based on the information collected as a result of these service line investigations, ECWA will develop a strategy for future projects related to service line replacements.

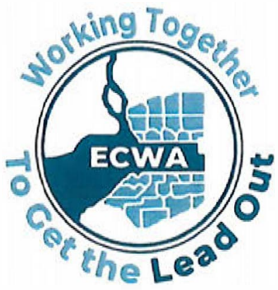
Since you own the service line on the Private Side, you can choose to replace the service line if you want to. We would recommend contacting at least three plumbers for estimates.

The EPA has mandated that all lead service lines be replaced by 2037.

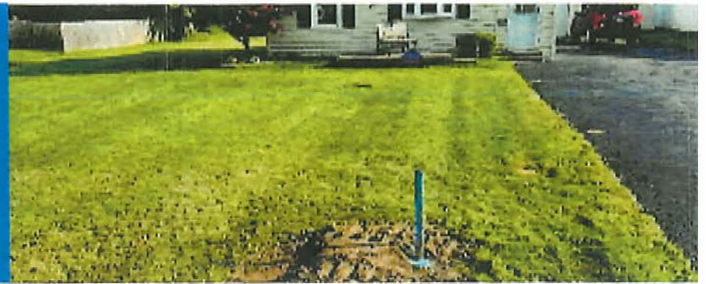
Q. When will the work start?

- A. We plan to start working in your neighborhood in the spring of 2025 and continue working until the investigations are completed in 2026. Restoration, such as grass seed, of the disturbed locations will be completed shortly after.





June 26, 2025



BRIGID DANZIGER
BEN DANZIGER
302 BROOKWOOD DR
HAMBURG NY 14075-4332

REGARDING WATER SERVICE AT:

302 BROOKWOOD DR
HAMBURG NY 14075-4332
LOCATION ID: 9431

At ECWA we are committed to providing safe and reliable water to our customers. As part of this commitment, we will be improving our water service line inventory to ensure compliance with federal and state regulations. **In the coming weeks, the Erie County Water Authority (ECWA) will be in your neighborhood identifying your water service line material under our Get the Lead Out Program.** This work is being mandated by the Environmental Protection Agency (EPA).

The purpose of this letter is to introduce you to the program and provide a general overview of what to expect in the coming weeks. To help you better understand ECWA's "Get the Lead Out" Program and our planned work, **we've included a list of Frequently Asked Questions with this letter.**

WHAT IS NEXT?

At ECWA, our goal is to identify the material of all service lines within our service area to ensure the safety and quality of your water. The first step in this process is for us to expose a small section of the service line to determine the material of construction. While this is a necessary step, we cannot achieve this goal without your help. Here's how you can assist us:

1. **Review the Frequently Asked Questions:** Please review the Frequently Asked Question included with this letter to familiarize yourself with the project.
2. **Self-report your service line material at the meter:** If your meter is in your basement, you can inspect the material yourself and contact ECWA to help walk you through the process. More information on this process is included in the Frequently Asked Questions.

If you have any questions, please don't hesitate to contact us at 716-685-8296 or lead@ecwa.org.

Thank you for your cooperation as we work together to improve the water infrastructure in our community.

Sincerely yours,
Erie County Water Authority

B



B



B



EQ 193

Invoice

SOLD TO: Red Heads Excavation + Concrete		SHIPPED TO: Dan Danziger	VIA: 716 533-3559
ADDRESS: 4304 May Dr		ADDRESS: 302 Brookwood Dr	
CITY, STATE, ZIP: Eden NY 14057		CITY, STATE, ZIP: Hamburg NY 14073	
CUSTOMER ORDER NO.: 716-860-8998	SOLD BY: Scott	TERMS:	DATE: 9/2/25

Driveway tear-out and replacement
Approx 58' x 18'

- Remove existing driveway
- provide compacted stone base

- Concrete: wire mesh, 4500 PSI
mix, light broom finish, 4" thick
concrete, Saw Cut Control Joints
Sealed at Completion

\$14,600

Thank You

