

Public Access area of the Erie County Water Authorities website which can be accessed by the general Public.

### NOTICE OF CLAIM FORM

ERIE COUNTY WATER AUTHORITY  
296 MAIN STREET - ROOM 350  
BUFFALO, NEW YORK 14203-2494  
(716) 849-8486

Claimant(s) Name	ERIC D GROSENBAUGH #		
Address	44 ROGERS DRIVE DEPEW NY 14043	Cell Phone #	716 [REDACTED]
Email Address	egrosenbaugh@hotmail.com	Home Phone #	

Accident / <u>Damage</u> / Injury Location	44 ROGERS DRIVE DEPEW NY 14043 FRONT YARD MAIN WATER SUPPLY		
Date of Incident	4 DEC 21	Time of Incident	a.m. / <u>p.m.</u> APPX 1900hrs
Police Contacted?	Yes / <u>No</u>	Police Report Taken?	Yes / <u>No</u>
Name of Police Agency	N/A		

**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	\$ RORO ROOM \$6221	\$
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**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.**

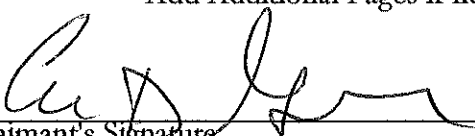
Claimant's Statement (please print legibly and be specific):

I, ERIC D GROSENDAUGH, HOME OWNER AT 44 ROGERS DRIVE DEPUE NY 14043 AM REPORTING AND FILING A CLAIM FOR BROKEN WATER LINE IN FRONT YARD, BETWEEN SIDE WALK AND HOUSE. THIS OCCURED 14 DECEMBER. THE ERIE COUNTY WATER AUTHORITY WAS FIXING A WATER MAIN BREAK APPX. 3 HOUSES DOWN FROM MY PROPERTY. I HEARD A POP FROM THE BASEMENT OR LIKE AN AIR PACKET NOISE. I WENT DOWN TO INVESTIGATE SOUND AND FOUND THE NOISE COMING FROM THE MAIN WATER METER IN BASEMENT. I CHECKED ALL PLUMBING IN HOUSE AND EVERYTHING WAS GOOD. THE ONLY ISSUE WAS THE SOUND OF WATER AT THE MAIN WATER METER IN BASEMENT. I CALLED EC.W.A. FOLLOWING MORNING. THE TWO SERVICE TECHS FROM EC.W.A. DETERMINED THE DAMAGE WAS BETWEEN THE SIDE WALL AND HOUSE. THE COPPER PIPE NEEDS TO BE DUG OUT WITH A TRENCH AND REPLACED. I BELIEVE THE DAMAGE AT THE WATER MAIN CORRELATES WITH THE DAMAGE TO THE MAIN WATER SERVICE LINE AT 44 ROGERS DRIVE DEPUE NY 14043. TWO PLUMBERS HAVE BEEN CALLED FOR QUOTES AND MY HOME OWNERS INSURANCE NOTIFIED.

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

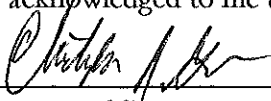
Date:

  
Claimant's Signature

STATE OF NEW YORK )  
COUNTY OF ERIE )

ss:

On this 16 day of DECEMBER 2021, before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

  
CHRISTOPHER JOSEPH GUCK  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 07-02-23  
Notary Public



# EXCAVATION PROPOSAL

Roto-Rooter Services Company  
 For Service Please Call 1-800-GET-ROTO (438-7686)  
 General (716) 675-6256 • Fax (716) 675-1555  
 135 South Avenue, West Seneca NY 14224  
 City of Buffalo License #254

Date 11/14/11

Ticket No. 20-

Proposal Submitted To		Work To Be Performed At	
Name		Name	
Street		Street	
City		City	
State	ZIP	State	ZIP
Telephone Number		Telephone Number	
<b>Roto-Rooter hereby proposes to furnish all the materials and to perform all the labor necessary for the completion of:</b> (Include make and model of materials and necessary labor, and state anticipated contingencies that would materially alter the estimated completion date.)			
[Handwritten description of work: 10' deep excavation for sewer line repair, including backfill and grading.]			
[Handwritten description of materials: 10' of 12" pipe, 10' of 12" manhole, 10' of 12" catch basin, 10' of 12" vent pipe, 10' of 12" cleanout.]			
[Handwritten description of contingencies: weather delays, soil conditions, etc.]			

- Roto-Rooter will perform the work described above and supply all required materials for the sum of \$ 6250. Customer will make payment as follows:
  - 10% % of the cost (\$ 625) upon execution of this Agreement.
  - 10% % of the cost (\$ 625) upon the start of the work.
  - Balance of the cost upon completion of the job.
- The approximate starting date is 11/14/11, and the approximate substantial completion date is 11/18/11. Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.
- Roto-Rooter guarantees that all materials will be as specified above and that all work will be completed according to standard practice and in a good, workmanlike manner.
- Customer will provide all necessary easements and rights of way. Unless specifically stated otherwise above, (a) Roto-Rooter is not responsible for the removal of trees, sprinkler systems, underground and above ground fencing, rocks, sidewalks or driveways, or the repair of streets, sidewalks and the like, (b) Roto-Rooter will back fill and grade the excavated area to ground level and mound it to allow for settlement, and (c) Customer is responsible for all landscaping repairs or replacements required following completion of the job. Roto-Rooter is not responsible for damage resulting from poor weather.
- If we cannot video or inspect the complete sewer line, we will give you a price to repair the section that we believe is causing the restriction. After we have uncovered that area, we will attempt to inspect the rest of the sewer line. If additional work needs to be done, or a complete sewer line replacement is required, we will propose a price to properly complete the work. The price for the additional work may be significantly higher than the original proposal. If you decide not to proceed with additional work we propose, you will permit us to complete our work and back fill any excavation.
- If deviation from the work described above is required or customer requests additional or different work be performed, the parties will agree on an additional charge and sign a new written work description before Roto-Rooter begins the new work.
- THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PROPOSAL WILL BE BINDING ON THE PARTIES.
- This proposal may be withdrawn by Roto-Rooter if not accepted within 7 days. This proposal constitutes the entire agreement between the parties, and no modifications will be valid unless in writing and signed by both parties.

NOTICE: If we perform on this contract and you do not pay us, we may have a claim against you which may be enforced in accordance with the applicable lien laws.

Customer Initials

Respectfully submitted:

Technician Signature

Printed Name/Technician Number

Date

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE NOTICE OF CANCELLATION ON REVERSE SIDE FOR AN EXPLANATION OF THIS RIGHT.**

BY ACCEPTANCE OF THIS PROPOSAL / WAIVER: I authorize the services above and agree to pay the amounts indicated. I have read and agree to the terms on the reverse side including the limits on Roto-Rooter's responsibility and the notice of cancellation specified in those terms.

I have asked Roto-Rooter to provide services. In order to induce Roto-Rooter to provide these services: 1) I initiated the negotiation and contract; 2) I executed this contract in connection with the making of emergency or immediate necessity repairs or services; and 3) I expressly acknowledge and waive the right to cancel this contract within three business days.

Any contractor, subcontractor or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

For contracts over \$500, New York law provides as follows: Except as otherwise provided in the next sentence, the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of section seventy-one-a of the lien law, and in lieu of such deposit, the home improvement contractor may post a bond, contract of indemnity or irrevocable letter of credit with the owner guaranteeing the return or proper application of such payments to the purposes of the contract. If the contract provides that the home improvement contractor will be paid on a specified hourly or time basis for work that has been performed or charges for materials that have been supplied prior to the time that payment is due, such payments for such work or materials shall not be deemed to be progress payments for the purposes of the preceding sentence, and shall not be required to be deposited in accordance with the provisions of such sentence.

Customer Signature

Date

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:  
BOX 119

Party 1:  
COYNE CATHERINE

Party 2:  
GROSENBAUGH ERIC

**Book Type: D Book: 11338 Page: 4304**  
Page Count: 3  
Doc Type: DEED  
Rec Date: 12/11/2018  
Rec Time: 12:38:19 PM  
Control #: 2018246417  
UserID: Loretta  
Trans #: 18219202  
Document Sequence Number  
TT2018010273

**Recording Fees:**

RECORDING	\$35.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
RP5217 CNTY \$9	\$9.00
RP5217 ST-RES \$116	\$116.00
TP584	\$10.00

**Consideration Amount: 105000.00**

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$420.00
ROAD FUND TT	\$525.00

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**Total: \$1,135.00**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

WARNING – THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.

Michael P. Kearns  
Erie County Clerk