

Please be advised that any information provided on, and with, this Notice of Claim will be published in the Public Access area of the Erie County Water Authorities website which can be accessed by the General Public.

C-2

NOTICE OF CLAIM FORM

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

Claimant(s) Name	Adam Funke		
Address	6086 Scherff Rd.	Cell Phone #	716-861-4613
Email Address	adamfunke@gmail.com	Home Phone #	// //

Accident / Damage / Injury Location	6086 Scherff Rd.		
Date of Incident	Between 8/15/25 and 8/23/25	Time of Incident	unknown a.m. / p.m.
Police Contacted?	Yes / (No)	Police Report Taken?	Yes / (No)
Name of Police Agency	N/A		

PROPERTY DAMAGE CLAIMS ONLY

If this is not your property, give the name and address of the owner:

N/A if not applicable

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

PLEASE ATTACH ESTIMATES

Repair Estimates	\$ 1,831.00	\$
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PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name	Unknown	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.

RECEIVED
SEP 26 2025

BY: BNS

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

To whom it may concern,

Upon return from vacation on 8/23/25 a new large crack was present in one of our windows that face the water tower access road. The crack has a rock strike chip in the center of it and a rock from the access road was found beneath the window in the area of the crack. On 8/25 my wife and I showed the damage to two water authority workers who were turning onto the access road on their way to the water tower. The driver of the work truck took photographs of the window, rock, and access road gravel. The rock under the window crack is clearly the same type of stone from the water tower access road. Furthermore, there is no other rock of this kind anywhere on our property. It was agreed with the water authority workers that the rock was most likely hit by the landscapers mower ramping off the small slope up to the driveway and striking the window. This larger sized crushed stone was newly dumped onto the access road while it was being worked on by the water authority earlier this year and it is still very loose as it is still settling. Since this time we have continually been finding the stones in the grass and tossing them back onto the access road. I specifically do this each time before I cut the grass because it has been a continuous problem. We understand this is necessary maintenance and the incident was an accident but we are asking for assistance with the cost of replacing the window as well as any efforts possible to ensure that this will not happen again. I have attached an estimate for \$1,831 for replacement of the window including installation. Feel free to contact me by phone or email if any additional information is needed.

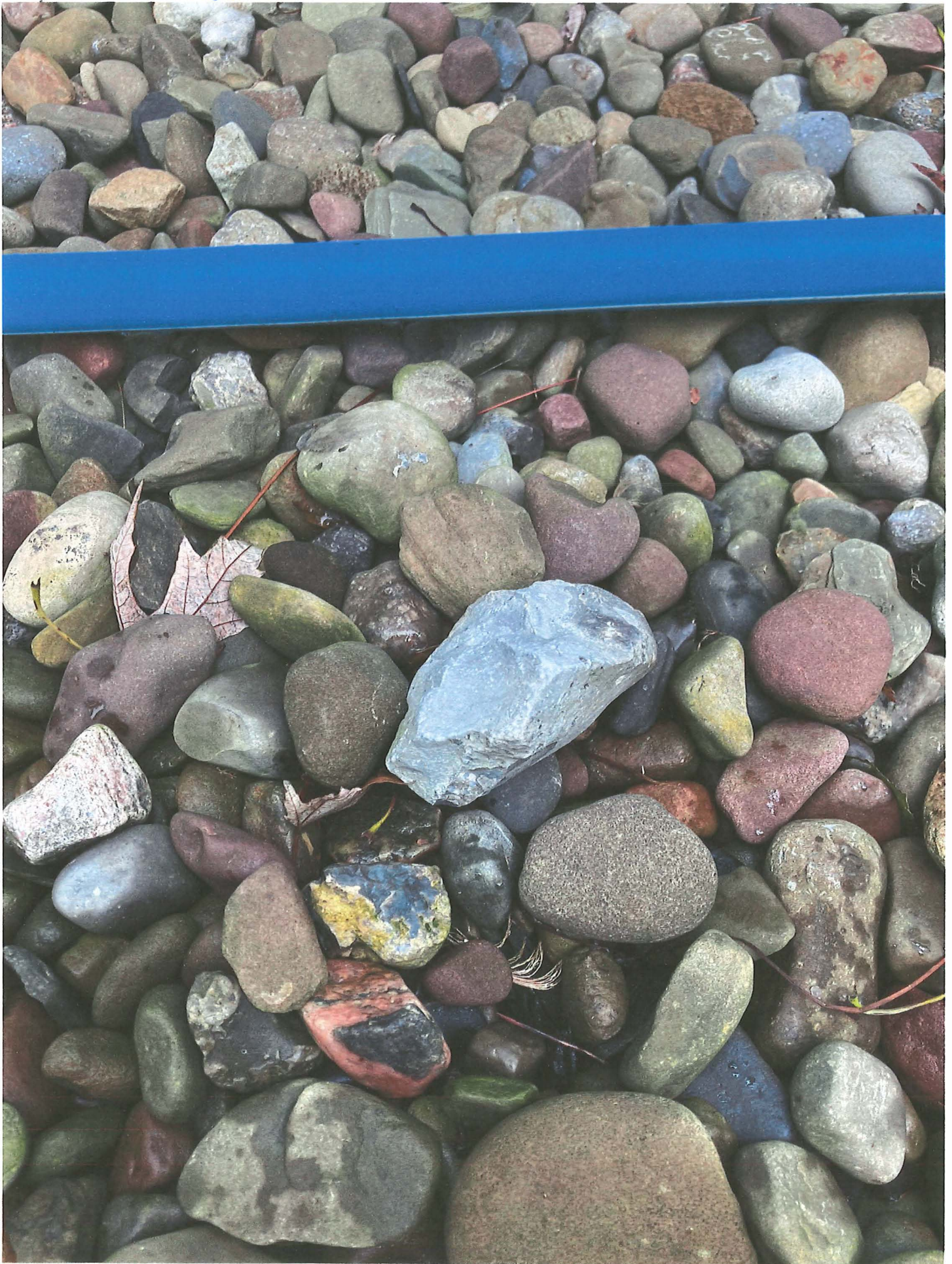
Thank you,



Adam Funke







19 Cobham Dr
Orchard Park, NY 14127
License #: N/A



Date of Agreement:
September 17, 2025
Customer ID: PR1599654
Contract No: WN-BUF-154407-0
Sales: 866-446-2846
Service: 866-217-9582

PRODUCT SPECIFICATIONS

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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Buyer(s) listed above hereby jointly and severally agrees to purchase the goods and/or services listed on the accompanying specification sheets, in accordance with the prices and terms described in the Custom Remodeling and Improvement and the Product Specifications (collectively, this "Agreement").

Windows: - Beveled exterior profile, foam-enhanced mainframe, fiberglass reinforced keeper rail, Double Strength Insulated glass unit, Non-Metallic 4SG Thermoplastic Spacer system, Soft Coat Low-E reflective coating, argon gas enhancement, recessed locks with opposing action, and recessed tilt latches, installed to certifications, and clean up and haul away of all job-related debris.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

It is agreed and understood by and between parties that the Product Specifications, along with the Custom Remodeling and Improvement Agreement, constitutes the entire understanding between the parties, and replaces any and all prior negotiations, representations, or agreements, either written or oral. The Product Specifications may not be changed, modified, or varied in any way (with exception that installation materials may be substituted with similar products when inventory shortages exist) unless such changes are in writing and signed by both Buyer(s) and Window Nation, LLC. Buyer(s) hereby acknowledge that Buyer(s) has read the Product Specifications.

I have read and received each page of this Product Specification.

Window Nation

Buyer(s)

Signature of Exterior Design Consultant

Jeryl Wilborn - License #: N/A

Buyer Name: Adam Funke

YOU, THE BUYER(S), MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

19 Cobham Dr
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License #: N/A



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PRODUCT SPECIFICATIONS

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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Special Instructions:

None

Installation Details:

Window Removal Type: Vinyl New Construction Exterior Trim: High Performance Trim Coil Exterior Trim Color: White Sealant: OSI Quad Max Insulation Around Window: OSI Quad Foam Clean Up and Haul Away: Yes	Additional products needed in the future: No Customer agrees to allow Window Nation to post a yard sign until 30 days after install: Yes Year house was built: 1955 EPA Lead Containment Required: Yes EPA Lead Testing Required: No HOA Approval Required: No
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19 Cobham Dr
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Date of Agreement:
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CUSTOM REMODELING AND IMPROVEMENT AGREEMENT

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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TERMS AND CONDITIONS

1. Description of the Work to be Performed: Window Nation, LLC ("Contractor") agrees to do the work noted on page one of the Product Specifications (the "Work") at the job location (the "Property") for the Buyer(s) (collectively, "Owner") identified in the Product Specifications and this Custom Remodeling and Improvement Agreement, as amended by any Change Order, as defined hereinafter (this "CRIA," collectively with the Product Specifications, this "Agreement").
2. Electronic Contract: A contract is an agreement reached between two or more parties, which is legally enforceable in accordance with specific requirements. Owner and Contractor agree that the electronic signatures, whether digital or encrypted, of the parties to this Agreement or any Change Order are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including email electronic signatures. For purposes of this Agreement, an online signature is intended to be as binding and as enforceable as a signature on a paper version of this Agreement.
3. Payment of Funds and Deposit: Owner agrees to pay Contractor the Total Amount Due for the Products and Work as set forth on page one (1) of this CRIA, which amount shall be payable with a down payment in the amount as noted on page one (1) of this CRIA (the "Deposit") at the time of the execution of this Agreement and the balance due, as reflected in the final invoice prepared by Contractor (the "Final Invoice"). The Final Invoice is notice to Owner that Contractor has delivered the Products and completed the Work, and the date of such Final Invoice shall be the "Completion Date." All payments made pursuant to this Agreement shall only be made to Contractor. Notwithstanding the foregoing, in the event that the Work involves purchase and installation of replacement windows and siding, Owner shall pay the balance due and owing for the sale and installation of replacement windows at the completion of the installation of the replacement windows and shall pay the balance due and owing for the sale and installation of vinyl siding at the completion of installation of the siding.
4. Late Payment: Any funds owed to Contractor that remain unpaid for greater than thirty (30) days beyond the Completion Date are subject to a service charge of one and one-half percent (1.5%) per month interest (or the maximum interest amount allowed by law) on any unpaid balance. Additional repair or replacement of the Work following the Completion Date does not affect the date on which amounts are due hereunder. Any work required after the Completion Date does not affect Owner's payment obligations hereunder.
5. Owner No Show at Measure or Installation: An Owner must be present at the Property at the prescheduled final measure appointment and the product installation appointment. If Owner is unable to be present at either such prescheduled appointment, then Owner must give Contractor written notice of such a minimum of 24 hours prior to any prescheduled appointment. Same day notification is not adequate notice. If adequate notice is not provided to Contractor and Owner is not at the Property at the time of the prescheduled final measure appointment, Owner agrees to pay Contractor a \$75 missed measure fee, which will be due at the completion of the job, and payment of which will be a prerequisite to the enforceability of Contractor's limited warranty. If adequate notice is not provided to Contractor to reschedule an installation appointment and Owner is not at the Property at the time of the prescheduled installation appointment, Owner agrees to pay Contractor a \$350 missed installation fee, which will be due at the completion of the job, and payment of which will be a prerequisite to the enforceability Contractor's limited warranty to Owner. If the above-referenced fees become due, they must be paid in cash or by check, money order or credit card and cannot be added to any financed amount. These fees also do not impact the validity of this Agreement, which remains fully in effect.
6. Work Schedule: Contractor is responsible for establishing, scheduling and sequencing the Work. Contractor shall endeavor to commence the Work within the Project Start Time Period established at the time of acceptance of this Agreement by Contractor as stated on page one (1) of this CRIA (the "the Project Start Time Period"). Contractor shall endeavor to complete the Work within the Project Completion Time Period established at the time of acceptance of this Agreement by Contractor as stated on page one (1) of this CRIA (the "the Project Completion Time Period"). The Project Start Time Period and Project Completion Time Period (collectively, "Time Periods") may be altered by Contractor for reasonable delays, provided that Contractor provides Owner timely notice of any impending delay if performance will be delayed beyond the Time Periods, where required by law. Reasonable delays include, but are not limited to, non-delivery of Products or supplies, discontinuance of Products or supplies, default in shipment of Products by a supplier in whole or in part, loss of Products and supplies in transit, strikes, lockouts, weather or other causes beyond Contractor's control. No change in performance deadlines is effective unless the Owner agrees in writing to the change. Upon notice to Owner of receipt by Contractor of the Products, Owner must schedule an installation date within fourteen (14) days thereof, which date shall not be more than thirty (30) days after the date of such notice of receipt, unless Contractor agrees to such later date.
7. Materials: All Products and supplies shall remain the property of Contractor until Owner has fully paid all fees and amounts due hereunder. All surplus materials shall remain the property of Contractor until Contractor, at its option,

19 Cobham Dr
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License #: N/A



Date of Agreement:
September 17, 2025
Customer ID: PR1599654
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Sales: 866-446-2846
Service: 866-217-9582

CUSTOM REMODELING AND IMPROVEMENT AGREEMENT

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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TERMS AND CONDITIONS (cont.)

measurement, ordering and installation of the Products is an acknowledgement by Owner that he is able to pay Contractor in accordance with this Agreement. In the event Contractor determines, in its sole and absolute discretion, that Owner may be unable to pay any amount due hereunder when due, Contractor reserves the right to refrain from ordering Products, refrain from performing or continuing the Work, and remove all uninstalled Products, supplies, and equipment from the Property (the "Work Stoppage") until all amounts due pursuant to this Agreement have been either paid to Contractor [or are placed in escrow depending on the rules and regulations of the governing body]. Any expenses incurred by Contractor as a result of the Work Stoppage are the sole responsibility of Owner, including but not limited to escrow fees and reasonable attorney's fees charged to the Contractor. h. Should Owner fail to adhere to the responsibilities presented in this Section, which in turn results in the inability of Contractor to perform the Work in accordance with any prescheduled appointments, Owner shall pay Contractor a \$350 missed installation fee, due at the completion of the Work, which shall be paid by cash, check, money order or credit card and cannot be rolled into any financed amount.

10. Cancellation of Agreement: Should Owner cancel this Agreement for any reason by providing the Notice of Cancellation attached to this Agreement (the "Notice of Cancellation") prior to the end of the rescission date of this Agreement as set forth on page one (1) of this CRIA, Contractor shall return to Owner all payments made under this Agreement within ten (10) days of receipt of the Notice of Cancellation of this Agreement which is incorporated herein and made a part hereof. Should Owner cancel this Agreement for any reason after the end of the rescission date of this Agreement, other than when such cancellation is provided pursuant to law, Owner agrees to pay Contractor the following sums as liquidated damages, which the parties hereto agree is a fair and reasonable amount incident to the costs and expenses incurred by Contractor in connection with this Agreement: if Owner cancels this Agreement after the end of the rescission date, Owner agrees to pay Contractor thirty percent (30%) of the Sales Total listed on page one of this CRIA (the "Sales Total"). This Agreement is not subject to any cancellation period if signed in a showroom.

11. Default: Owner shall be in default of this Agreement at any time for failure to make payments in accordance with this Agreement. Upon Owner's default, Contractor may immediately discontinue the Work and all fees and expenses due hereunder shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any default on future occasions.

12. Attorneys' Fees: In the event that any amounts due hereunder are referred to attorneys for collection or in the event such amounts are collected in whole or in part through legal proceedings of any nature, Owner agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees, where allowed by law. Additionally, any unpaid amounts are subject to an interest rate of eighteen (18%) APR, or the maximum amount allowed by law.

13. Contractor Not Liable: OWNER ACKNOWLEDGES THAT AT NO TIME SHALL CONTRACTOR OR ITS AGENTS, REPRESENTATIVES OR AFFILIATES BE LIABLE UNDER THIS AGREEMENT TO OWNER OR ANY OF HIS AGENTS OR REPRESENTATIVES OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES/OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ANY OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS CHARGED FOR THE WORK TO OWNER PURSUANT TO THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF OWNER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. Contractor shall not be liable for any defects, which are characteristic to the particular material such as cracks to walls or ceilings of existing structures. Contractor assumes no liability for damages including but not limited to existing landscaping trees or shrubs.

14. Contractor Warranty: Contractor agrees to perform the Work in good and workmanlike manner with reasonable dispatch. Except as otherwise provided herein, in order for any warranty to be effective against Contractor or any other party, Owner must (a) have paid all sums owed to Contractor under this Agreement, (b) provide by immediate, but not later than ten (10) days, written notice by certified mail to Contractor upon discovering any defect of the Products or failure of the Work performed and (c) not have in any way altered or repaired any of the Products or Work performed by Contractor. Product warranties provided by the manufacturer will be assigned, to the extent assignable, to Owner upon payment in full of all amounts due to Contractor hereunder. Any warranties provided for in this Agreement shall begin to run on the Completion Date.

19 Cobham Dr
Orchard Park, NY 14127
License #: N/A



Date of Agreement:
September 17, 2025
Customer ID: PR1599654
Contract No: WN-BUF-154407-0
Sales: 866-446-2846
Service: 866-217-9582

CUSTOM REMODELING AND IMPROVEMENT AGREEMENT

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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TERMS AND CONDITIONS (cont.)
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Owner agrees that a copy of the Agreement has been provided to them via email or printed means. Nevertheless, an additional copy will be available to Owner upon request.

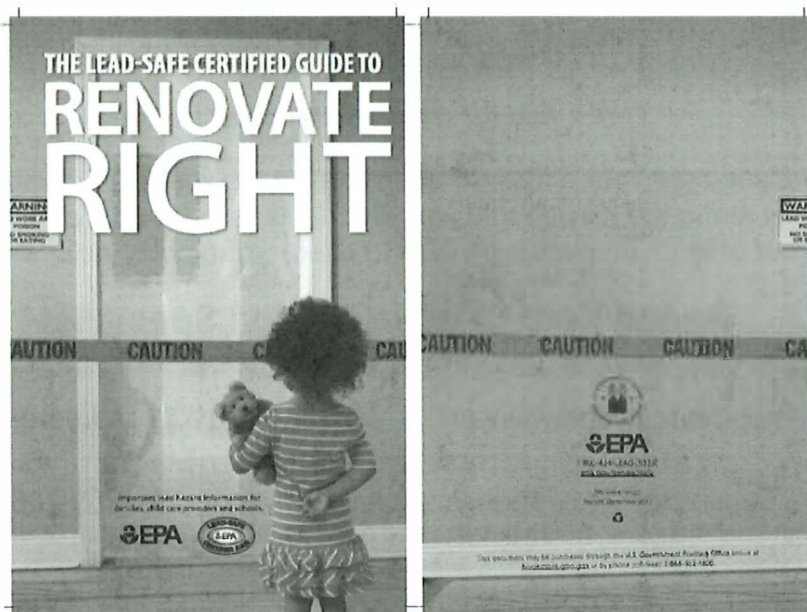
19 Cobham
Orchard Park, NY
License #: N/



Date of Agreement:
September 17, 2025
Customer ID: PR1599654
Contract No: WN-BUF-154407-0
Sales: 866-446-2846
Service: 866-217-9582

LEAD FORM

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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[The Lead Safe Certified Guide to Renovate Right](http://www.epa.gov/getleadsafe)
www.epa.gov/getleadsafe
1-800-424-LEAD (5323)
EPA-740-K-10-001
April 2010



Occupant Confirmation

Pamphlet Receipt

☒ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of lead hazard exposure from the renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

September 17, 2025

Buyer Name: Adam Funke

NOTICE OF CANCELLATION

Date of Transaction: 9/17/2025

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller or your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram, to: 19 Cobham Dr Orchard Park NY 14127 NOT LATER THAN MIDNIGHT OF 9/20/2025

I HEREBY CANCEL THIS TRANSACTION.

Adam Funke

Date

NOTICE OF CANCELLATION

Date of Transaction: 9/17/2025

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller or your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice or send a telegram, to: 19 Cobham Dr Orchard Park NY 14127 NOT LATER THAN MIDNIGHT OF 9/20/2025

I HEREBY CANCEL THIS TRANSACTION.

Consumer's Signature

Date

19 Cobham Dr
Orchard Park, NY 14127
License #: N/A



Date of Agreement:
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ORDER SUMMARY

Buyer Address: Adam Funke 6086 Scherff Road Orchard Park, NY 14127	Buyer Contact Information: (716) 861-4613	Buyer Email Information: adamfunke@gmail.com
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Total Order Summary of Units: 1

Installation Details:

Window Removal Type: Vinyl New Construction Exterior Trim: High Performance Trim Coil Exterior Trim Color: White Sealant: OSI Quad Max Insulation Around Window: OSI Quad Foam Clean Up and Haul Away: Yes	Additional products needed in the future: No Customer agrees to allow Window Nation to post a yard sign until 30 days after install: Yes Year house was built: 1955 EPA Lead Containment Required: Yes EPA Lead Testing Required: No HOA Approval Required: No
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