

Erie County Water Authority

295 Main Street • Room 350 • Buffalo, NY 14203-2494
716-849-8484 • Fax 716-849-8463

Tuesday, March 05, 2019

Mr. Richard Kaylor & Kimberly Kaylor
[REDACTED]

Dear Mr. Kaylor:

Re: ECWA Claim Number: 2018-056
Alleged damage to your property

I have attached the instructions and checklist for your completion for the above captioned matter.

This letter does not confirm liability for this claim. Liability will be determined following a review of the facts and circumstances of the alleged incident.

Very truly yours,

ERIE COUNTY WATER AUTHORITY

A handwritten signature in dark ink, appearing to read "AJA", written over a light blue horizontal line.

Anthony J. Alessi
Claims Representative / Risk Manager

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES.

AJA/kzs
Enclosures



McKillen Enterprises, Inc.

INVOICE

9612 Hardpan Road
Angola, NY 14006
glemckill@aol.com
P: 716-548-4444

Invoice No.: 2019-1
Invoice Date: 3/2/2019
Due Date: on receipt

BILL TO:

Richard and Kimberly Kaylor



DESCRIPTION

AMOUNT

Repair broken sewer in roadway - all work performed at 614 Milson St
Cut street, expose broken sewer, repair broken sewer, was broken from
water main repair
Material and labor

\$6,800.00

* Price does NOT include blacktop repair for street cut

** Pictures included with emailed invoice

- Road needs to be
Repaired

TAX

\$595.00

TOTAL

\$7,395.00

Make all checks payable to

McKillen Enterprises, Inc.

Thank you for your business!

paid \$550.00 3/11/19
paid \$1500 on 3/4/19

pd \$500 on 5/5/19 Shmuck

On January 28, 2018, we had a water main break in front of our house on [REDACTED] [REDACTED]. Prior to the water line being fixed we had no issues with our sewer line. Within days of the "fix" our sewer was coming up through our drains in our home. We immediately snaked all of our drains multiple times. My husband, Richard Taylor Jr. even dug the sewer trap and removed the trap to better snake the pipes. We rented a longer snake with a motor to "clear" pipes. We even hired a contractor per the request of the ECWA to

snake the lines with a camera. He could not find a blockage in our pipes. He flushed the lines still no blockage found. We then hired McKillen Enterprises to help with our sewer backup. He also snaked our lines - nothing again. He dug up our front yard looking for the "problem" with our sewer, still nothing. After getting the proper permits etc. We finally had to dig up the road to discover that our pipe was directly below the water pipe that broke.

I do not believe the break of the water pipe damaged our sewer pipe, I believe it was when the pipe was

being fixed. When fixing the water pipe they had to dig up the road and dirt. We have had no issues with our sewer until the water pipe was repaired. It is also my contractors opinion that the sewer pipe broke when the water main pipe was fixed. I also have pictures of my damaged pipes and the water main repair.

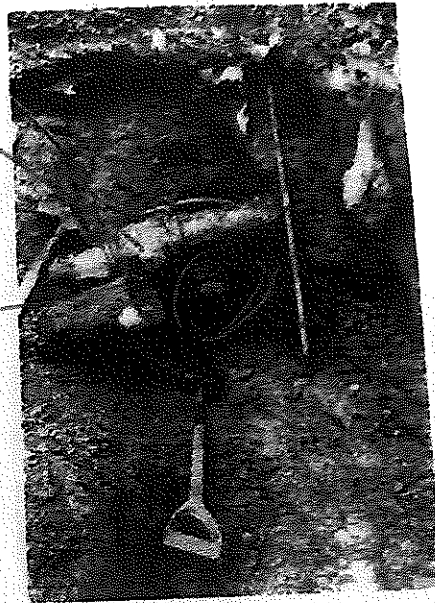
You have the full report that was previously sent to you. I'm enclosing the explanation letter, notarized and the cover letter and more pictures of the water pipe & my sewer pipe. My contact information is 716- [REDACTED]

Thank you,

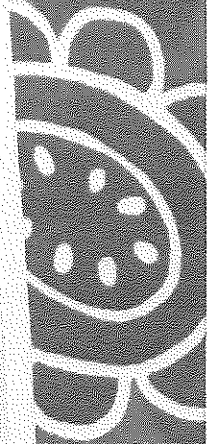
Kimberly A Kaylor

Kimberly A Kaylor

Sewer Pipe / ECUA Pipe



Pictures were sent
to you previously
in color.





ERIE AND NIAGARA INSURANCE ASSOCIATION

" IN OUR 2ND CENTURY OF SERVICE "

April 18, 2019

Richard & Kimberly Kaylor
[REDACTED]

Re: Policy Number: HO 0074575
Claim Number: 55550
Date of Loss: 03-02-2019
Loss Location: 614 Milsom Pkwy, Angola, NY 14006

Dear Insured:

Your agent, The Evans Agency, LLC, reported to us as your insurance carrier that on 03/02/19 you discovered there was a broken sewer pipe at your property, which needed to be replaced.

During our inspection of this loss you advised that your sewer line was draining slowly for quite some time. You advised that in May or June of 2018 the sewer overflowed at an outside vent behind the dwelling.

You noted that you hired a plumber to snake the line and was advised the original (1963) clay pipe was blocked and ultimately two sections of the line needed replacement, with the contractor noting that the sewer line was damaged as a result of a water line repair done by the county. You further advised you had no damage to the dwelling, as there was no interior backup of the sewer.

We regret to advise you that your policy does not provide coverage, as this type of loss is specifically excluded, under the terms and conditions of your policy. I refer you to policy form ML-20 (6/99), which states in part as follows:

PROPERTY COVERAGES

PRINCIPAL PROPERTY COVERAGES

Coverage A-Residence:

This policy covers the *residence* on the *insured premises* including additions and built-in components and fixtures, and building materials and supplies located on or next to the *insured premises* and intended for use in construction, alteration or repair of or to the *residence*.

Coverage B-Related Private Structures on the Premises (This coverage does not apply to Farmowners Policies)

This policy covers related private structures on the *insured premises* which are not attached to *your residence*. (Structures connected to the *residence* by only a fence, utility line or similar connection are considered to be related private structures). This coverage includes fences, driveways, sidewalks, and other permanently installed outdoor yard fixtures. Coverage B also includes additions and built-in

8800 SHERIDAN DRIVE BOX 9062 WILLIAMSVILLE, NEW YORK 14231-9062
TELEPHONE: (716) 632-5433 | FAX: (716) 632-9621 | Email: claims@enia.com

components and fixtures, and building materials and supplies located on or next to the *insured premises* and intended for use in construction, alteration or repair of or to the related structure(s).

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES

We do not pay for loss caused directly or indirectly by any of the following exclusions. The loss is excluded regardless of any other causes or events that contribute to or aggravate the loss either before the loss, at the same time as the loss or after the loss.

10. **Wear and Tear**-This includes damage caused by marring, deterioration, inherent vice, latent defects, mechanical breakdown, rust, wet or dry rot, corrosion, mold, contamination or smog unless loss or damage arises from a cause of loss covered by this policy.
11. **Errors, Omissions and Defects**-means an act, error or omission (negligent or not) relating to:
- a. land use and planning including zoning, development, surveying or siting;
 - b. the design, specification, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - c. materials used in repair, construction, renovation or remodeling; or
 - d. maintenance of property (including land structures or improvements) whether on or off the *insured premises*.


We pay for an ensuing loss unless the ensuing loss itself is excluded.

As there was no damage to the dwelling itself, and due to the above noted policy provisions and exclusions; we will be unable to respond to your claim.

We are required to advise you of our position in this matter in writing and advise you that no suit to recover for any claim may be brought against us unless the terms of this policy have been fully complied with and the suit is commenced within 2 years after the loss.

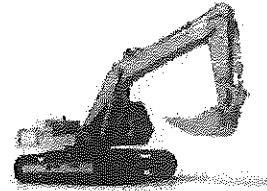
"Should you wish to take this matter up with the New York State Department of Financial Services, you may file with the Department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York State Department of Financial Services, at: One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 1399 Franklin Avenue, Garden City, NY 11530; or Walter J. Mahoney Office Building, 65 Court Street, Buffalo, NY 14202."

Sincerely



Kristina David, AIC, AINS
Claims Department

McKillen Enterprises, Inc.
9612 Hardpan Road
Angola, NY 14006
716-548-4444



shutterstock - 114613303

Richard and Kimberly Kaylor



Sewer at 614 Milson Street, Town of Evans, NY was broken where water main in the street was repaired. The break was directly under the area where of the water main repair.

See pictures as where sewer was broken during the water main repair.

Sincerely,

Glenn McKillen

Glenn McKillen
McKillen Enterprises, Inc.

Notary

STATE OF New York
COUNTY OF Erie SS.

On the 23rd day of May, 2021, before me, the undersigned, a Notary Public, came Robert J. Koster to me personally known (or having satisfactorily proven to me his or her identity), who, in my presence, executed the foregoing application and Beneficiary's Certification.

WITNESS my hand and notarial seal the date and year above written.

Lisa M. Zoizack
Notary Public

(SEAL)

My Commission Expires:

03/10/2022

LISA M. ZOIZACK
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01ZO6298127

My Commission Expires March 10, 2022