

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-3
NOTICE OF CLAIM FORM

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

Claimant(s) Name	Cassidi Dunn + Ryan Kowal		
Address	171 Toelsin Rd Buffalo NY 14225	Cell Phone #	[REDACTED]
Email Address	[REDACTED]	Home Phone #	[REDACTED]

Accident / Damage / Injury Location	in street/in repair location outside of 171 Toelsin Rd		
Date of Incident	Around 12/26/2023	Time of Incident	All DAY a.m./p.m.
Police Contacted?	Yes / <input checked="" type="radio"/> No	Police Report Taken?	Yes / <input checked="" type="radio"/> No
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	N/A	Zip Code	N/A
Home Phone #	N/A	Work Phone #	N/A

PLEASE ATTACH ESTIMATES

Repair Estimates	\$13,500.00	\$
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PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name	N/A	Name	N/A
Address	N/A	Address	N/A
Phone	N/A	Phone	N/A

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.

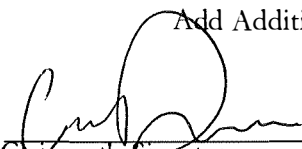
Claimant's Statement (please print legibly and be specific):

I am writing to formally file a claim regarding damage to the plumbing at my property located at 171 Tobin Rd. The issue stems from construction work conducted outside my house, which caused a crack. This has led to significant plumbing issues in our downstairs basement, affecting the sewage lines and causing repeated backups. Since the summer of 2024 we began noticing plumbing problems, which worsened over time. Our toilet became completely clogged and the sewage started backing up into our basement shower. To resolve the issue we called Roto Rooter on Feb. 3rd 2025. They used a camera to inspect the pipes from inside our house and discovered a cracked pipe at the tap where our pipe meets the main pipe. They also observed that debris, including rocks and dirt, had entered the cracked pipe, which is in the repair area from the construction work. On February 4th 2025 we contacted Molly Jo Musarra, the claims representative and risk manager for the Erie County Water Authority. Ms. Musarra visited the site on the 5th with two workers and a different plumber to conduct a similar inspection. They also used a video camera to inspect the cracked pipe. The plumber after inspecting the pipes, marked the repair zone that was done outside and noted that it was difficult to see the full extent of the damage because the pipes near the repair area were holding water. Subsequently, the town of Cheektowaga came out to flush the lines and found a number 2 granite stone in the pipe, which is consistent with what Roto Rooter had observed. The town also confirmed the presence of a cracked pipe and captured photographic evidence, which they said they sent to the water company for further review. I have attached the following documentation in support of my claim: (1) Pictures of the repair area (2) The written statement from Roto-Rooter detailing their findings (3) Roto-Rooter's repair quote (4) Proof of ownership of the property. Based on the information provided it is clear that the damage to the pipe is related to the construction work that was conducted outside of our home. I respectfully request that the Erie County Water Authority review this claim and take appropriate action to address the damage. Should you require any additional information or clarification, please do not hesitate to contact me.

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

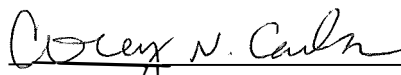
Date: 2/13/25


Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 13th day of February, 2025 before me, the undersigned, personally appeared Cassidi Dunn personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COREY N. CARLSON
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
COMMISSION EXPIRES MAY 22, 2028
#01CA0025055


Notary Public



EXCAVATION PROPOSAL

Date 02/03/2025

Roto-Rooter Services Company
 For Service Please Call 1-800-GET-ROTO (438-7686)
 135 SOUTH AVE
 WEST SENECA NY 14224

Ticket No. 26610486

Proposal Submitted To	Work To Be Performed At
Name RYAN KOWAL	Name RYAN KOWAL
Street 171 TOELSIN RD	Street 171 TOELSIN RD
City CHEEKTOWAGA	City CHEEKTOWAGA
State NY ZIP 14225	State NY ZIP 14225
Telephone Number 6072216215	Telephone Number 6072216215
Email Address kowal.ryan@gmail.com	Email Address kowal.ryan@gmail.com
Roto-Rooter hereby proposes to furnish all the materials and to perform all the labor necessary for the completion of: (Include make and model of materials and necessary labor, and state anticipated contingencies that would materially alter the estimated completion date.)	
Pipe at tap is cracked, causing mud to fall in the main and cause a backup. Plan is to dig to depth to expose the sanitary sewer line, cut and replace the broken section to code which should allow line to flow freely. Backfill to grade with stone and a blacktop finish. Price includes parts, permit, labor, water jet, camera and a 1 year warranty on all work performed. Not responsible for water service. Additional work may be required at an additional cost. Unforeseen circumstances may affect bid.	

- Roto-Rooter will perform the work described above and supply all required materials for the sum of \$13,500.00. Customer will make payment as follows:
 - _____ % of the cost (\$6,750.00) upon execution of this Agreement. 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.
 - _____ % of the cost (\$6,750.00) upon the start of the work.
 - Balance of the cost upon completion of the job.
 - Financing available to residential customers. Visit rotorooter.com/financing for more details and to apply.
- 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 material 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 approximate starting date is 2/6/2025, and the approximate substantial completion date is 2/6/2025. 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; unforeseen underground conditions like high water table or poor soil conditions; damage to unmarked public or private utilities; or the repair of streets, sidewalks, damaged sprinkler systems, unmarked public or private utilities, 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.
- THE TERMS AND CONDITIONS OF THIS PROPOSAL WILL BE BINDING ON THE PARTIES.
- This proposal may be withdrawn by Roto-Rooter if not accepted within 30 days. This proposal constitutes the entire agreement between the parties, and no modifications will be valid unless in writing and signed by both parties.

Customer

 Customer

Respectfully submitted:

Vito Schiralli 02/03/2025
 Representative Signature Printed Name 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.

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 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.

ACCEPTANCE OF EXCAVATION PROPOSAL: 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.

RYAN KOWAL 02/03/2025
 Customer Signature Printed Name Date
 PLU11-208029 PFEX-BC-NY-TCNYv-3 (3/21)



SEWER LINE AND RECOMMENDED SERVICE OR REPAIR

Ticket No. 26610486

Roto-Rooter Services Company
For Service Please Call 1-800-GET-ROTO (438-7686)
135 SOUTH AVE
WEST SENECA NY 14224

Customer RYAN KOWAL

Address

171 TOELSIN RD
CHEEKTOWAGA, NY 14225

Roto-Rooter has attempted to inspect your sewer line with a video camera, and you acknowledge the following (please initial the box that applies):



Roto-Rooter was able to inspect the pipe by camera, and showed you a video feed evidencing the problem(s) noted below.
Roto-Rooter attempted to camera inspect the pipe, but encountered an obstruction, sewage, water, or blockage in the pipe that made a complete inspection impossible.
Roto-Rooter did not perform a video inspection. Explanation:

REVIEW

Complete Collapse - The pipe has collapsed and cannot be cleaned or opened through mechanical methods.
Broken, Cracked or Corroded - The pipe has deteriorated and/or broken, causing partial collapse(s) in the line and restricting flow.
Bellied Pipe - A section of pipe has sunk due to ground or soil conditions, creating a valley or dip in the pipe that restricts flow and collects paper and waste.
Leaking Joints - The seals between pipes have broken, disconnected or corroded, allowing waste water to escape into the areas surrounding the pipe.
Blockages - Grease buildup or a foreign object is restricting or prohibiting proper flow and/or performance of the line.
Punctured Pipe - A foreign object has perforated the sewer line.
Root Infiltration - Tree or shrub roots have invaded the sewer line.

Comments:

SOLUTION

Cable, Descale or Jet Sewer Line - Roto-Rooter will clean the line either with a mechanical blade and cable or a high-pressure water jet. **PLEASE NOTE:** This is a temporary solution and will not address the underlying problem with the pipe. There is high likelihood that the line will back up again in the future. When that will happen cannot be determined at this time.
Spot Repair - Roto-Rooter will repair or replace a section of the sewer line. We will jet clean (when appropriate) and video the remainder of the line. If we discover problems in other parts of the line during this work, we will notify you, and at your request, provide a proposal and cost estimate for any additional required work.
Full Line Replacement - Roto-Rooter will replace the sewer line between two (2) agreed-upon points using one of the following methods:

Comments:

METHOD

Open Trench - The existing line will be excavated, removed and replaced with new pipe and clean-out. The trench will be backfilled above grade to allow for settling.
Pipe Lining (if permitted by local authority) - A new pipe sleeve will be installed inside the problem line. Minimal excavation may be required for this method.
Pipe Bursting (if permitted by local authority) - A new pipe will be pulled through the existing pipe. Some excavation may be necessary for this method.

Comments:

Signed by:
Representative Signature

vito schiralli
Printed Name

02/03/2025
Date

I have discussed all solution options with Roto-Rooter. I have initialed the solution above for addressing this problem.



RYAN KOWAL
Customer Signature

RYAN KOWAL
Printed Name

02/03/2025
Date

PLU11-208029