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HIGH COURTS DEVELOPMENT CORPORATION,  
183 Richfield Road  
Williamsville, NY 14221,

*Claimant,*

v.

**NOTICE OF CLAIM**

ERIE COUNTY WATER AUTHORITY,  
295 Main Street, Room 350  
Buffalo, NY 14203

*Respondent.*

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TO: ERIE COUNTY WATER AUTHORITY

PLEASE TAKE NOTICE that Claimant, HIGH COURTS DEVELOPMENT CORPORATION, hereby makes claim against ERIE COUNTY WATER AUTHORITY, in support there of states:

1. Claimant is HIGH COURTS DEVELOPMENT CORPORATION; post-office address: 183 Richfield Road, Williamsville, New York 14221.
2. Claimant's attorney is ASHLEY C. GLOSSER, ESQ., of FREID, KLAWON & CONNERS, 6400 Sheridan Drive, Suite 114, Williamsville, New York 14221.
3. This claim is made against ERIE COUNTY WATER AUTHORITY with offices located at 295 Main Street, Room 350, Buffalo, New York 14203.
4. The claims set forth herein arose on or about February 16, 2025, at approximately 5:00 p.m., when Claimant, HIGH COURTS DEVELOPMENT CORPORATION, sustained property damage to the property located at 291 Fonda Drive, Cheektowaga, New York 14225, when a water main, owned, operated, and maintained by Respondent, ERIE COUNTY WATER AUTHORITY, broke causing water to flood the front yard, driveway, backyard, garage, and

garage storage at said 291 Fonda Drive, Cheektowaga, New York.

5. As far as Claimant is now able to determine, the property damage caused by the accident of February 16, 2025, includes, but is not limited to, the following:

- a. hot water tank replacement;
- b. removal and replacement of garage floor;
- c. driveway repair and replacement;
- d. garage footing removal and replacement;
- e. basement wall repair;
- f. garage wall mitigation of damage and replacement;
- g. damaged items of personal property in garage;
- h. lawn repairs to front yard and back yard;
- i. foundation repairs to garage and house;
- j. damage and drainage repair/replacement to bubbler system and sump pump

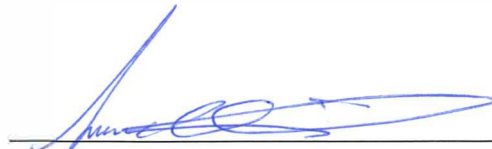
system

6. Claimant sustained said damages and the claims herein arose due to the Respondents' negligence, in and among other things, failing to properly and adequately maintain the water main line; installing an improper, faulty, and inadequate water main line; failing to adequately and properly repair the water main line; failing to adequately and properly inspect the water main line; and failing to adequately and properly replace a water main line in a timely manner; upon information and belief, ERIE COUNTY WATER AUTHORITY had actual and constructive notice of the improper, faulty, and inadequate water main line and its installation, maintenance, repair, and condition.

WHEREFORE, Claimant demands that Respondent, ERIE COUNTY WATER AUTHORITY, adjust and pay Claimant's claims, and in default thereof, Claimant will

commence an action to recover the amount of damages to which it is entitled.

Dated: May 9, 2025



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HIGH COURTS DEVELOPMENT CORPORATION  
By: LUKE GALMARINI, President

ASHLEY C. GLOSSER, ESQ.  
FREID, KLAWON & CONNERS  
Attorneys for Claimant  
6400 Sheridan Drive, Suite 114  
Williamsville, NY 14221  
(716) 565-2000  
acg@fk-law.com

the 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  
295 MAIN STREET – ROOM 350  
BUFFALO, NEW YORK 14203-2494  
(716) 849-8465

Claimant(s) Name	High Courts Development Corporation and Luke Galmarini		
Address	183 Richfield Road, Williamsville, NY 14221	Cell Phone #	(716) 984-9437
Email Address	luke.galmarini@gmail.com	Home Phone #	

Accident / Damage / Injury Location	291 Fonda Drive, Cheektowaga, NY 14225		
Date of Incident	02/16/2025	Time of Incident	appx 5:00 <input type="checkbox"/> / <input checked="" type="radio"/> p.m.
Police Contacted?	Yes <input checked="" type="radio"/> No <input type="radio"/>	Police Report Taken?	Yes <input checked="" type="radio"/> No <input type="radio"/>
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	same as claimant		
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	\$ 200,000 approx.	\$
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PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name	Samantha Gerace	Name	Esteban DeLeon
Address	291 Fonda Drive, rear garage apt Cheektowaga, NY 14225	Address	291 Fonda Drive, right unit Cheektowaga, NY 14225
Phone	(716) 803-9631	Phone	(210) 514-2353

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):**

On February 16, 2025, the water main line located at 275 Fonda Drive, Cheektowaga, NY burst which caused water to continuously flow from said water main line through the front yard of 291 Fonda Drive, Cheektowaga, NY 14225, around the two-family dwelling, down the driveway, around the garage, and into the back yard. Water from the main break also flowed into the two-family dwelling and into the garage unit and garage storage at 291 Fonda Drive, Cheektowaga, NY 14225.

Said water main break caused immediately visible damage to the hot water tank in the garage unit, garage floor including the footing, personal items in the garage storage, garage walls, foundation in dwelling and garage, the basement walls of the dwelling, the driveway, the lawn in the front yard and backyard the bubbler system, and the sump pump system.


More damage will become known as repair work continues.

Additional Witness: Tyler Stevens, 291 Fonda Drive, left unit, Cheektowaga, NY 14225; (404) 447-8230

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: May 9, 2025

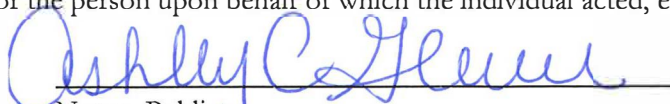
  
Claimant's Signature

STATE OF NEW YORK )  
COUNTY OF ERIE )

ss:

On this 9 day of May, 2025, before me, the undersigned, personally appeared, LUKE GALMARINI 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.

ASHLEY C. GLOSSER  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires April 28, 2026  
No. 02ST6301841

  
Notary Public

**Additional Documentation attached to Notice of Claim of High Courts Development Corporation by Luke Galmarini, President**

1. Repair Estimates and list of damages

2. Copy of Deed

3. Communication with Employees and/or agents of Erie County Water Authority:

-On February 16, 2025, Claimant, Luke Galmarini, President of High Courts Development Corporation discussed the incident of February 16, 2025, with the on-call supervisor at the Erie County Water Authority. On-call supervisor's name is unknown.

-On February 16, 2025, Claimant, Luke Galmarini, President of High Courts Development Corporation spoke with the contractor hired by Erie County Water Authority who performed work on the date of the incident at 291 Fonda Drive, Cheektowaga, NY. Contractor's name is unknown.

-On February 18, 2025, Claimant, Luke Galmarini, President of High Courts Development Corporation, discussed the claim arising out of the incident of February 16, 2025, with Malinda at the Erie County Water Authority.

## Fonda Damage Estimates

### Plumbing Garage Unit:

Hot Water Tank: Repaired by Neuflow Plumbing

Cost: \$183.52

### Garage Floor:

Removal of damaged floor

Cost Range:\$3.47 - \$5.17

Average \$4.32

Area: 200sqft

Estimate Range: \$864.00 - \$1,034.00

Replacement of Floor:

Cost Range: \$4.60 - \$6.16

Average \$5.32

Area: 200 sqft

Estimate Range: \$1,064.00 - \$1,232.00

Total Average Estimate:\$1,928

Total Upper Estimate: \$2,266.00

Slab Leveling/Mud Jacking (Not complete repair)

Cost Range: \$4.33 - \$5.31 per sqft

Average Cost \$4.82 sqft

Area: 200 sqft

Average Estimate Range:\$964.00 - \$1,062.00

### Driveway Repair/Replacement:

Entry: 126'x14'

1764 sq ft

Lot Area: 53'x38'

2014 sqft

Asphalt Paving Cost Range: \$2.40 - \$3.88

Average Cost: \$3.19

Total Area: 3778 sqft

Estimate Range :\$12,051.82 - \$14,658.64

### Garage Footing:

Replacement and removal of old footing

Dimensions: 20' x 27'

40 sq ft	\$1,400.00
54 sqft	\$1,995.00

Cost Range: \$27 - \$35

Cost estimate at high end due to footing belong below grade

Low estimate Estimate:\$3,395.00

**Basement Walls Repair:**

Installation of I-Beams

Cost Estimate \$2,500 - \$5,000 per beam

Each beam 3-4 feet apart (block Wall)

North & South Walls 22' (7.33 beams)

East Wall 36' (12 beams)

West 28.73' (9.57 beams)

Total 28.9

Estimate: \$72,250 - \$144,500

**Damaged Garage Material:**

Estimate: \$5,000.00

**Garage Walls Water Damage:**

Wood damage and water mitigation in garage.

Estimate: \$1,200.00

Garage water damage materials.

Estimate: \$500.00

**Lawn Repairs:**

Estimate: \$1,500.00

**Outstanding Areas of Unknown cost:**

-Wall repairs or work resulting from foundation repairs in both garage and front house. i.e. floor/wall jacking causing cracking in upper floor walls or needs for replacement.

-Damage and drainage repair or replacement to bubbler system and sump pump system.

Estimates Range : \$98,971 - \$174,264



## QUOTATION

Neu Flo Plumbing

716-249-1993

716-249-1993

Daniel.Neuman@Neufloplumbing.com

884 Sweet Home Road Amherst, NY 14226

www.neufloplumbing.com

### FOR:

High Courts Development (Luke Galmarini)

716-984-9437

Luke.galmarini@gmail.com

291 Fonda Drive Cheektowaga NY, 14225

Number:

QUOT94741

Date:

Feb 24, 2025

Description	TAX	Amount
<b>Plumbing Diagnostic Minor .25B</b>		
-Diagnostic of plumbing problem, repairs maybe quoted out separately	8.75 %	\$168.75
-Warranty repair of water heater		
SUBTOTAL:		\$168.75
TAX:		\$14.77
WITHHOLDING:		\$0.00
TOTAL:		\$183.52
PAID:		\$0.00
<b>BALANCE DUE</b>		<b>\$183.52</b>

### Terms and conditions

1 Year Labor Warranty / 30 Day Drain Cleaning Warranty

Operation runs on a COD basis. Invoices not paid within 15 days, without prior approval, will incur a 1% interest charge every 15 days."

## Estimate

### Galante Construction

Residential-Commercial

Landscaping, Construction, Site Work and Snowplowing

5 Brookedge Ct

Williamsville, NY 14221

Office: 716-517-1401

Subject Property Address:

291 Fonda Dr

Buffalo NY 14225

#### Work Item Description

#### AMT.

Removal of water damaged drywall, spray to kill/neutralize mold and patch drywall. Painting not included in price.	\$1,200.00
Repair lawn damage on front lawn, cleanup sludge left from water main leak and address area where ground appears to be sinking.	\$1,500.00
Repair 3,400 sqft of driveway that was washed out and damaged out from water main leak. Apply 2 inches of recycled asphalt millings and compact the affected 3,400 sqft area.	\$8,400.00

Total

\$11,100.00

#### Attention:

Customers has 30 days after receiving estimate to agree to the work. After this period the price is no longer valid and is subject to change.

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

BOX 179 WT

Party 1:

STRODEL GEORGE M

Party 2:

HIGH COURTS DEVELOPMENT  
CORPORATION

**Book Type: D Book: 11348 Page: 1347**

Page Count: 3

Doc Type: DEED

Rec Date: 08/09/2019

Rec Time: 01:00:14 PM

Control #: 2019169352

UserID: Nancy

Trans #: 19129631

Document Sequence Number  
TT2019000694

**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: 80000.00**

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$320.00
ROAD FUND TT	\$400.00

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**Total: \$910.00**

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

08179  
(WT)

**WARRANTY DEED WITH FULL COVENANTS  
(INDIVIDUAL AND CORPORATION)**

**STANDARD NYBTU FORM 8008**

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY  
ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 5th day of August, 2019.

**BETWEEN**

George M. Strodel  
291 Fonda Drive  
Cheektowaga, NY 14225

party of the first part, and

High Courts Development Corporation  
42 Arend Avenue  
Williamsville, NY 14221

party of the second part;

**WITNESSETH**, that the party of the first part, in consideration of ONE AND MORE dollars (\$1.00 and More), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever;

All that tract or parcel of land situate in the Town of Cheektowaga, County of Erie and State of New York, being part of Lot No. 18, Township 11, Range 7 of the Holland Land Company's Survey, described as follows:

Beginning at a point in the southeasterly line of Fonda Drive (formerly Beach Road) distant seven hundred thirty-seven and twenty-five hundredths (737.25) feet northeasterly from the point of intersection of said line of Fonda Drive with the southerly line of lands conveyed by deed recorded in Erie County Clerk's Office in liber 595 of Deeds page 318, said point of beginning being the northeast corner of lands conveyed by deed recorded in said Clerk's Office in liber 5415 of Deeds page 500: running thence southerly along the easterly line of lands so conveyed to Ludden as aforesaid, two hundred thirty-two and ninety-five hundredths (232.95) feet more or less to the northeast corner of lands conveyed by William J. Ludden to one Berryman, said point being two hundred ten (210) feet north of the southwest corner of lands conveyed to Ludden as aforesaid: running thence westerly at right angles to the easterly line of Ludden's land and along the north line of lands so conveyed to Berryman and the extension westerly thereof a distance of fifty-six and thirty-one hundredths (56.31) feet: running thence northerly at right angles to said last mentioned line and its extension westerly one hundred ninety and sixty-seven hundredths (190.67) feet to a stake in the southeasterly line of Fonda Drive: running thence northeasterly along the southeasterly line of Fonda Drive seventy and thirty-four hundredths (70.34) feet to the point or place of beginning

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

**AND** the party of the first part covenants as follows:

**FIRST**, That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

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169352

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances, except as aforesaid;

FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premise;

FIFTH. That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

George M. Strodel by Janet Mustard, as Agent  
George M. Strodel by Janet Mustard, as Agent

STATE OF NEW YORK )

)ss.:

COUNTY OF )

On the 5th day of August in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared George M. Strodel by Janet Mustard, as Agent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and Office of Individual  
Taking Acknowledgement

After Recording Return to:  
Traask Law Office  
3990 McKinley Pkwy Ste 1  
Buffalo, NY 14219

Francis R. Ciura  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires July 30, 2021

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**George M. Strodel**

To

**Janet Mustard**

**Power of Attorney**

Dated December 26 2018

Acknowledged December 26 2018

Recorded August 9 2019 in

Liber 230 of Powers of Attorney at page 9094

First party grants authority unto  
second party to act as Attorney-in-Fact in  
real estate transactions et al. See Affidavit of  
Full Force and Effect attached thereto.

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George M. Strodel

To

High Courts Development  
Corporation

(NO SEARCH AGAINST  
THIS GRANTEE)

Warranty Deed

Dated August 5 2019

Acknowledged August 5 2019

Recorded August 9 2019 in

Liber 11348 of Deeds at page 1347

Consideration: \$1.00 and more

Conveys premises. Janet Mustard signs  
as Agent for George M. Strodel.

Upon continuation from the date and hour last above, this GUARANTEE, for a valuable consideration, is reissued to the record owners of an interest in or specific lien upon the premises particularly described in No. 19 above in the within abstract, including search against the grantee(s) in marginal number 17 above since the date of the Deed, showing all references affecting title to said premises to the date hereof that appear upon the indices and dockets particularly detailed on Certificate dated June 10 2019 designated by marginal number(s) 20 and 21 above, inclusive.

Redated this 9th day of August 2019 at 1:00 o'clock P.M.

Search No: 105520-97-29

By



Authorized Signature  
Title Resources Guaranty Company,  
a Texas Corporation, by its agent  
**Network Title Agency of New York**

KF/klp

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