



February 10, 2026

VIA OVERNIGHT DELIVERY

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203

VIA OVERNIGHT DELIVERY

Town of Boston  
8500 Boston State Road  
Boston, New York 14025  
Attn: Legal Department, Ryan F. McCann, Esq.

**Re: Jim and Jodie Ryan  
7090 South Abbott Road, Hamburg, NY 14075**

Dear Sir / Madam,

The undersigned firm represents Jim and Jodie Ryan. The Ryans live in the Town of Boston at 7090 South Abbott Road (the "Subject Property"). We have been retained to try to negotiate a global agreement amongst the Ryans, the Town of Boston (the "Town"), and the Erie County Water Authority (the "ECWA") regarding the failure to repair waterlines and ensuing damage at the Subject Property.

The Ryans seek compensation for the damage that has occurred and for the leaking waterlines to be repaired so they can have quiet enjoyment of their home without the threat of future property destruction. To that end, we are proposing a meeting amongst parties to produce a settlement agreement that will allow the parties to move forward without the above-mentioned concerns. The Ryans have previously tried on their own to avail themselves of help from the Town and Erie County Water Authority but have now brought in the undersigned to hopefully expediate a resolution.

To give the relevant parties a better understanding of the Ryans' situations and the necessary remedial steps taken, we will set forth relevant background and provide proof that quality and lasting work has been done at the Subject Property.

Based upon the information available to the Ryans and the undersigned firm, multiple clamps on the waterlines situated in front of the Subject Property have been leaking causing severe water damage to the property including the home and trees on the property.

The Subject Property was built in 1955 and the Ryan family purchased the home in 2000. Based upon the information available, clamps were incorrectly installed in May of 2017 and as a result have been leaking chlorinated water which has caused extensive damage to the Subject Property.

Unfortunately, as it's been explained to me by the Ryans the ECWA did not respond to concerns for 8 years and the water leak has continued to cause damage to the Subject Property. From 2019 to 2022, the Ryans replaced almost a dozen fruit and other sentimental trees that were lost due to drowning from the excess flow of water. Receipts from the replacement trees are attached as **Exhibit A**. In 2022, the Ryans replaced a drowned Japanese Maple Tree, which then prompted the digging of a trench to attempt to divert the flow from the broken waterlines. Receipts from the replacement tree are attached as **Exhibit B**. A record of the labor and costs incurred to construct trench #1 is attached as **Exhibit C**.

As the problems further permeated a testing of the water revealed proof of chlorine, with large amounts of water found flowing underneath the driveway and garage of the Subject Property, into the basement. A record of the chlorine and damage caused is attached as **Exhibit D**. These discoveries prompted the construction of a second trench and the installation of drain tiles. A third trench was constructed in May 2024 and additional testing in August of that year confirmed the presence of chlorine. A record of the labor and costs for trench #2 and #3, and the costs for the drain tile and chlorine test are attached as **Exhibit E, F, G, and H** respectively.

From May 2023 until July 2025, the Ryans had replaced the garage door after the water damage had caused it to bend and buckle, replaced part of the side porch damaged by erosion, replaced a shed that had sunk, and incurred additional costs attributed to the water damage. A record of the labor and trench costs is attached as **Exhibit I**.

The Ryans have been pursuing a response to this leak problem for over 8 years. To date, the ECWA and the Town have not fixed the problem. In May of this year, the ECWA finally came to the Subject Property, but instead of undertaking any remedial efforts they suggested the Ryans sue the Town because the pipes are owned by the Town and provided the necessary documents to move forward with such a lawsuit. However, the ECWA has not responded to any subsequent phone calls following the visit after multiple attempts to reach out. The notes from the meeting with ECWA is attached as **Exhibit J**.

Despite requests for assistance, no concrete steps were taken to help the Ryans mitigate the damage to their home. As a result, the Ryans were left without option and took steps to remediate the water damage. The water damage has forced the Ryans to spend hundreds of hours repairing the property, addressing debris removal, cleaning, masonry work, and other tasks caused by the leaks and actively flowing water. The Ryans have expensed over \$80,000 in both materials and labor for remedial work. A record of the labor costs is attached as **Exhibit K**.

The Ryans have solicited quotes to repair and waterproof the home's basement, repair the driveway, and repair the garage in which the Ryans would incur approximately \$95,000 in additional expenses. Quotes for each of the repairs are attached as **Exhibit L**.

For the benefit of all parties involved, we are proposing a meeting, negotiation, and settlement of this issue – where all parties can move forward without fear of liability or legal action.

Our initial goals are: (1) to provide compensation to the Ryans and the large sum they had to expend to repair their home; and (2) to formulate a plan to repair the leaking clamps and prevent future damage.

We are, of course, open to meeting(s) regarding a resolution. The goal here is to avoid litigation until it's absolutely necessary.

Thank you for your attention to the matter.

I look forward to speaking with you.

Respectfully submitted,

By:



Erick D. Kraemer, Esq.

Partner

COLLIGAN LAW LLP

enc. as set forth above.

cc: Jim & Jodie Ryan