

NOTICE OF CLAIM FORM

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

Claimant(s) Name	Rosemarie A. Fleischman-Scott		
Address	5082 William Street	Cell Phone #	[REDACTED]
Email Address	[REDACTED]	Home Phone #	[REDACTED]

Accident / <u>Damage</u> / Injury Location	5082 William Street, Lancaster, NY 14086		
Date of Incident	8-2-2024	Time of Incident	9:40 <u>a.m.</u> / p.m.
Police Contacted?	Yes / <u>No</u>	Police Report Taken?	Yes <u>No</u>
Name of Police Agency			

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		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	\$ 3916.94	\$
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PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name		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.

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

On 8-2-2024 a water main break happened across the street from 5082 William St., Lancaster, NY 14086.

Water, Rocks, Debris Sprayed over William Street and directly hit my home at 5082 William Street, Lancaster, NY 14086. The water, rocks, and debris hit my home from approximately 9:40 AM through 10:25 AM.

I have sent pictures of the damage to 5082 William Street to Molly Jo Mucarra at mmucarra@EDNA.org on 9-16-2024.

The damage, siding, garage door, landscaping, rocks in lawn, rocks all over roof, rocks & debris in gutters and down spouts.

I have included estimates for repair.

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 9-30-2024

Rose Fleischman Scott
Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 30th day of September, 2024 before me, the undersigned, personally appeared, Rose Fleischman Scott 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.

TAMMY BALSAVAGE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA5027355
Qualified in Erie County
Commission Expires May 9th, 2026

Tammy Balsavage
Notary Public

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

ROSEMARIE FLEISCHMAN-SCOTT
5082 WILLIAM ST
LANCASTER, NY 14086

Book Type: D Book: 11369 Page: 8773

Page Count: 3
Doc Type: DEED
Rec Date: 11/21/2020
Rec Time: 11:24:39 AM
Control #: 2020201041
UserID: Faith
Trans #: 20372748
Document Sequence Number
TT2020008732

Party 1:
WNUK TAMMY C

Party 2:
FLEISCHMAN-SCOTT ROSEMARIE A

Consideration Amount: 239900.00

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

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$960.00
ROAD FUND TT	\$1,200.00

Total: \$2,350.00

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

This Indenture,

Made the 15th day of November Two Thousand and Twenty

Between TAMMY C. WNUK, of 5082 William St., Lancaster, New York 14086
Grantor(s) and
ROSEMARIE A. FLEISCHMAN-SCOTT, of 61 Hanover St., Lancaster, New York
14086
Grantees(s)

Witnesseth, that the said Grantor(s), in consideration of
One and More----- Dollars (\$ 1.00 & More)

Lawful money of the United States, paid by the Grantee(s), does hereby grant and release unto
the Grantee(s), their distributees, heirs and assigns forever.

All that Tract or Parcel of Land

SEE ATTACHED SCHEDULE A

TOGETHER with the appurtenances and all the estate and rights of the Grantor(s) in and to the said
premises.

TO HAVE AND TO HOLD, the above granted premises unto the said Grantee(s).

AND the said Grantor(s) do covenant with said Grantee(s) as follows:

FIRST. – That the Grantee(s) shall quietly enjoy the said premises.

SECOND. – That the Grantor(s) will forever **WARRANT** the title to said premises.

THIRD. – Subject to the trust fund provisions of section thirteen of the lien law.

IN WITNESS WHEREOF, The said Grantor(s) have hereunto set their hand and Seal the day and
year first above written.

IN PRESENCE OF

Tammy C. Wnuk (L.S.) _____ (L.S.)
Tammy C. Wnuk

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 15th day of November in the year 2020 before me, the undersigned,
personally appeared **Tammy C. Wnuk**, 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(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

RETURN TO: ROSEMARIE
FLEISCHMAN-SCOTT
5082 William Street
LANCASTER NY 14086

Witnessed, that the said Grantor(s), in consideration of
One and More----- Dollars (\$ 1.00 & More)

Lawful money of the United States, paid by the Grantee(s). does hereby grant and release unto
the Grantee(s), their distributees, heirs and assigns forever.

All that Tract or Parcel of Land

SEE ATTACHED SCHEDULE A

TOGETHER with the appurtenances and all the estate and rights of the Grantor(s) in and to the said premises.

TO HAVE AND TO HOLD, the above granted premises unto the said Grantee(s).

AND the said Grantor(s) do covenant with said Grantee(s) as follows:

FIRST. – That the Grantee(s) shall quietly enjoy the said premises.

SECOND. – That the Grantor(s) will forever **WARRANT** the title to said premises.

THIRD. – Subject to the trust fund provisions of section thirteen of the lien law.

IN WITNESS WHEREOF, The said Grantor(s) have hereunto set their hand and Seal the day and year first above written.

IN PRESENCE OF

Tammy C. Wuk (L.S.) _____ (L.S.)
Tammy C. Wuk

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 13th day of November in the year 2020 before me, the undersigned, personally appeared **Tammy C. Wuk**, 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(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and Office of individual taking acknowledgement

AIMEE M. HOERNER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES AUG. 11, 2024

201041
1-3
239900
Deed - 2
L.A. T.W.

PARCEL "A"

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lancaster, County of Erie and State of New York, being part of Lot Number eighty-three (83), Township ten (10), Range six (6) of the Buffalo Creek Reservation and further distinguished as Subdivision Lot Number twelve (12) as shown on a map filed in the Erie County Clerk's Office under Cover Number 2790.



AVA Roofing & Siding Inc.

2120 Niagara Falls Boulevard | Tonawanda, New York 14150
(716) 343-7663 | info@avaroofting.com | www.AVAroofing.com

RECIPIENT:

Rose Scott

5082 William Street
Lancaster, New York 14086

Phone: (716)-683-9153

Estimate #7510

Sent on Aug 09, 2024

Sales Rep Sergiy Aponchuk

Total \$450.00

Product/Service	Description	Qty.	Unit Price
AVA Service call	-AVA Roofing & Siding Inc. will charge \$550 service charge and \$125/hr. labor charge on any repairs necessary that are not related or covered by our Workmanship Warranty. -(First hour included in the charge, \$125/hr. will be billed after) -Material cost will be billed separately.	1	\$450.00
NOTES (Job Specs)	-Customer has the siding that we will swap out with		

Thank you for considering hiring AVARoofting.com

Total

\$450.00

AVA Roofing & Siding Inc:

Owner and Contractor expressly agree that this Agreement, subject to the terms and conditions stated on both the face and any attachments to this document, comprised the complete, exclusive, and mutual understanding of the corresponding obligations of the parties. This Agreement shall not become binding upon the Contractor until it is accepted by an authorized agent of the Contractor. By executing this Agreement, Owner acknowledges that he/she had read terms and conditions, and further understanding and agrees to perform Owner's obligations hereunder and acknowledges that Owner had received a true copy of this Agreement.



AVA Roofing & Siding Inc.

2120 Niagara Falls Boulevard | Tonawanda, New York 14150
(716) 343-7663 | info@avarooftng.com | www.AVARooftng.com

Notes Continued...

1. This contract may not be modified other than in writing signed by the parties hereto.
2. This contract is to be constructed in accordance with New York State Law.
3. If Owner permits Contractor to store Contractor's goods and equipment on the Owner's property during this Contract, the Owner hereby agrees to take all reasonable steps to secure and safeguard any such goods and equipment.
4. The Owner hereby agrees that during the work provided for herein, their property may have nails, staples, debris and other sharp or dangerous instruments or devices. The Owner hereby agrees to indemnify and hold harmless AVA Roofing and Siding Inc. for any and all claims, damages, losses or injuries arising out of the Owners causing and / or permitting themselves or anyone else to enter upon the work site during the course of construction. This indemnification shall include, but not be limited to all cost's expenses and reasonable attorney's fees.
5. Interior Protection. Customer acknowledges that remodeling of an existing house/building may cause disturbance, drywall cracks, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof to minimize potential interior damage. AVA Roofing shall not be responsible for disturbance, detachment of fireproofing or other materials from the underside of the deck/wall, damage, clean up or loss to interior property that owner did not remove or protect prior to commencement of construction operations. The owner shall notify tenants/neighbors of the project and the need to provide protection of areas being worked on. Owner agrees to hold AVA Roofing & Siding In., harmless from claims of tenants/neighbors who were not so notified and did not provide protection to their property.
6. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing/siding products can be released as part of the operations to be performed by AVA Roofing. The customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building/home. Customer is aware that roofing products emit fumes, vapors, and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold AVA Roofing harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
7. We are not responsible for lawn/grass/landscape damages caused by foot traffic or equipment/material placement.
8. Working Hours. This proposal is based upon the performance of all work during AVA Roofing regular work hours.
9. ALL LATE PAYMENTS WILL HAVE AN ADDITIONAL 3% LATE FEE if invoice is not paid within 7 (days)
10. Canceled payments for any reason will have 10% inconvenience fees.
11. Owner's failure to tender payment, the Contractor may subject the Owners' property to a lien by the Contractor to enforce payments.
12. Payments received from Owner under the contract, prior to substantial completion of the work order under this contract, shall be deposited within 3 (five) business days of receipt. Monies become the property of the Contractor when they are applied and transferred according to the contract payment schedule or a breach of contract by the Owner occurs, and the Owner is given 7 days written notice of the breach by the Contractor or the contract agreement has been substantially performed.

PAYMENTS/DEPOSITS;

The price for the work shall the price set forth on this document. Unless otherwise provided for in this document, payment of the price shall be made within 7 days after the date of issuance of an invoice for the work performed. Interest at the rate of 2% per month shall apply to all delinquent balances. Prompt payment is of the essence of the agreement and default or delay in any payment will, at the option of contractor, operate as a breach of the entire agreement. All costs incurred by Contractor because of non-payment or delay in payment by Owner, including without limitation collection cost and reasonable attorney's fees, shall be paid by Owner.

By signing below, the parties agree to the terms on page one of this document.

- A) Down Payment 10% (Special order jobs 35%).
- B) Additional 50% on the day of the project.
- C) Full Payment 40% balance Upon completion of the job
- D) Contract Price is the payment for the following material, labor, overhead and expenses.

NORTHWEST BANK, 3105 NIAGARA FALLS BLVD, AMHERST, NY

AVA ROOFING WARRANTY & GUARANTEE;

AVA Roofing & Siding Inc. ensures the homeowner/buyer that the roof/siding and other services installed by our company will be covered by a workmanship warranty lasting 10 years from the date of issue. Our WORKMANSHIP Warranty is transferable for a period of 5 years to the new owner. This warranty takes effect only upon the completion of the roof/siding installation and full settlement of all materials and labor fees.

- Exclusions: This warranty specifically excludes damages resulting from defective materials or any other issues unrelated to our workmanship. It also does not cover damage caused by improper construction of the dwelling or base on which the roof was installed. Any damages to the dwelling or its contents, whether past or present, are not included.



AVA Roofing & Siding Inc.

2120 Niagara Falls Boulevard | Tonawanda, New York 14150
(716) 343-7663 | info@avaroofting.com | www.AVARoofting.com

Notes Continued...

- Notification and Resolution: Homeowners are required to promptly inform AVA Roofing & Siding Inc. of any concerns. If the issue is related to workmanship, we will address it at no cost during the warranty period. However, repairs not associated with our workmanship will be subject to reasonable charges.
- Maintenance: To uphold the validity of this warranty, the new roof installation must undergo cleaning/inspection every two years by AVA Roofing & Siding Inc. or another certified Roofing Company.
- Exclusions from Coverage: This warranty does not extend to damages caused by natural disasters such as vandalism, fire, floods, hail, wind, lightning, earthquakes, or other unusual elemental actions.
- Structural Issues: Any structural movement, failure, or shifting of the underlying roof deck or building is not included in the warranty coverage.
- Roof Alterations: Any alterations to the roof, including penetration for cables, sprinkler systems, security installations, or storage of materials, will void the warranty.
- Liability: AVA Roofing & Siding Inc. shall not be held liable for any damages arising from the labor or workmanship of roof installation, except to provide necessary labor and materials as outlined in the warranty terms. Our obligations do not extend beyond the explicitly stated terms in this warranty.

CHANGE ORDERS;

Roof/Wall Repairs, Insulation Replacement, and Unforeseen Conditions. Any work required to replace rotten, missing, or deteriorated, rusted, or crumbling decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. Unforeseen conditions that may affect the work will be reported to the Owner, and authorization will be requested prior to permanent repairs being performed.

- AVA will undertake all necessary repairs up to two (2) sheets of 1/2 plywood at no additional cost.
- Additional Roofing/Siding layers not included in the quote will be invoiced at \$85 per Layer/sq.
- Carpentry Repairs will be charged at \$105 per hour per person, plus material costs.

SUPERVISION & LOGISTICS;

The contractor is expected to supervise and manage the work with expertise and attention. They bear full responsibility and the authority to oversee construction methods, techniques, sequences, and procedures, as well as to coordinate all facets of the work.

- All tasks must be performed in a professional manner adhering to industry standards.
- No other contractors are allowed to conduct any construction services on the premises without prior authorization from AVA Roofing.
- Dumpster pick-ups are arranged for the day following project completion. Projects finalized on Fridays will be scheduled for the subsequent week.
- Supply deliveries will be placed either on the driveway or on the grass.

INSURANCE REQUIREMENT

ALL construction/office employees and SC must be fully insured and work under AVA Roofing & Siding Inc. AVA Project Manager will be on site periodically to inspect and check on the crews and follow up with updates. Owners may call the office 716 343-7663 to request changes and ask questions.

AVA Roofing & Siding Inc., will maintain insurance of the following types of coverage and limits liability:

Combined Single Limit Auto Liability \$1,000,000
Comprehensive General Liability \$1,000,000 Each occ
\$2,000,000 Agg, \$2,000,000 Prod/CO, \$1,000,000 Per/Adv
Umbrella Insurance \$5,000,000

The owner can request to be listed as an additional insured to the contractor's Comprehensive General Liability policy and shown on the Certificate of Insurance.

NOTICE OF CANCELLATION

OWNER MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, BUT SUCH NOTICE MUST BE IN WRITING. IF OWNER CANCELS, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY OWNER UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENTS EXECUTED BY OWNER WILL BE RETURNED WITHING (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF OWNERS WRITTEN CANCELLATION IF OWNER CANCELS, OWNER MUST MAKE AVAILABLE TO THE CONTRACTOR AT THE OWNERS DELIVERED to the CONTRACTORS UNDER THE CONTRACT OR SALE; OR MAY IF OWNER WISHES, COMPLY WITH THE INSTRUCTION OF THE CONTRACTOR REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE CONTRACTOR EXPENSE AND RISK.

IF OWNER MAKE THE GOOD AVAILABLE TO THE CONTRACTOR AND THE CONTRACTOR DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION; OWNER MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF OWNER FAILS TO MAKE THE GOODS AVAILABLE TO



AVA Roofing & Siding Inc.

2120 Niagara Falls Boulevard | Tonawanda, New York 14150
(716) 343-7663 | info@avarooofing.com | www.AVARooofing.com

Notes Continued...

THE CONTRACTOR OR IF OWNER AGREES TO RETURN THE GOODS TO THE CONTRACTOR AND FAILS TO DO SO, THEN OWNER REMAINS 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 TO;

AVA Roofing & Siding Inc.
2120 Niagara Falls Blvd
Tonawanda NY 14150

Signature: _____ Date: _____

Accept

Decline

CLEANING ESTIMATE

Date: Aug 21, 2024
No. 16272

Richard Young Window Cleaning Service

Window, Gutter & Chandelier Cleaning Professionals
19 Bellingham Drive
Williamsville, NY 14221
(716) 627-9324 Office
rsywindowsinc@gmail.com

Presented To:
ROSE SCOTT
5082 William Street
Lancaster, NY 14086
716-683-9153 ROSE SCOTT

Description	Amount	Tax	Total
Gutter cleaning	\$100.00 to \$125.00	\$8.75	\$108.75
<ul style="list-style-type: none">• FRONT GUTTERS ONLY• Ladder work, upper steep gutters above lower roof, including clear clogged downspouts, secure spikes/hangers, clear roof.			
Roof top maintenance	\$25.00 to \$30.00	\$2.19	\$27.19
<ul style="list-style-type: none">• CLEAR ROCKS OFF ROOF FRONT ROOF SECTIONS			

Additional Details: DEBRIS DUE TO WATER MAIN BREAK

THIS ESTIMATE WAS DONE USING GOOGLE MAPS.
PRICE RANGE IS \$100-125

(Most of the time, the lower price is honored, unless the crew encounters things that weren't expected from online viewing)

Payment is due at time of service.

5659 Herman Hill Road
 Hamburg, NY 14075
 Phone: 716-649-3600
 Fax: 716-668-6153
 jregl@hamburgdoor.com

QUOTATION

WO #
206,402

Bill To: ROSE SCOTT
 5082 WILLIAM ST
 LANCASTER, NY 14086

Account ID: SCOR-H
Phone (716) 683-9153
Fax (
Cellular (716) 683-9153
E-mail ROSEKYLERYAN@GMAIL.COM

Date	9/20/2024	Terms	Upon Receipt	Rep	Greg Lang
Quote #	206,402	PO #		Job #	

Description

5082 William St. Lancaster, NY. DIRECTIONS: near Nicholas Ln.
 Remove and haul away the damaged door and hardware we installed in March of 2023 on w.o. # 195975 ack#16477365.
 WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING: install a new 4053 insulated (R-6.5) Long panel steel door as manufactured by Clopay Door.
 Floor to opener height 8' 0". Please sign and return one copy with 1/2 deposit or a credit card # with expiration date and security code from the back of the card.
 4 to 6 weeks for delivery. Pricing is good for 30 days. All orders are final after 72 hours.
 Visit our website at www.hamburgdoor.com. Thanks, Greg Lang cell, 818-2425.

Quantity	ID	Items	Price	Total
0	HRLM	Remove and haul away the damaged door and hardware we installed in March of 2023 on w.o. # 195975 ack#16477365. Due to a Water Main Break.	0.00	\$0.00
1	HRINSTALL	Install a new 16' x 7' White 4053 series insulated door with a 4 section - 4 Elegant Long panel pattern. Include non-insulated Stockton (612) insert windows in the top section, Gold Bar warranty upgrade, Standard (12" radius) headroom track, Torsion springs, Omit lock, Top strut, Opener bracket, White vinyl door stops and re-connect the existing door opener.	3,361.00	\$3,361.00
1	HRINSTALL	Gold Bar Limited Life Time Warranty Upgrade: Heavy-Duty Ball Bearing Rollers, Extended Life Cycle Springs & Heavy-Duty 14 Gauge Hinges. Warranty covers part cost only.	0.00	\$0.00

To accept this proposal, please sign below and return with copy of your purchase order or subcontract.

Signature: _____

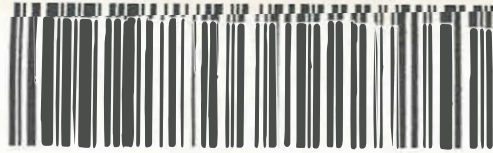
Company Policies:

- 1) This proposal will become part of any contract or purchase order. This quotation expires 45 days from above quotation date.
- 2) Finish painting, other than factory finish, to be done by others. All structural steel and mounting pads to be installed by others.
- 3) Unless stated otherwise, we exclude all conduit, wiring and hook-up of both high and low voltage connections between operators, control stations and miscellaneous sensing devices.
- 4) This Quotations represents Hamburg Overhead Door's best interpretation of Plans & Specifications and must be independently confirmed.

Taxable	\$0.00
Non-Taxable	\$3,361.00
Sub-Total	\$3,361.00
Sales Tax	\$0.00
TOTAL	\$3,361.00

Fleischman - Scott
5028 William St.
Lancaster, NY 14086

CERTIFIED MAIL®



9589 0710 5270 1554 3140 15

Retail



14203

U.S. POSTAGE
FCM LG ENV
BOWMANSVIL
OCT 04, 2024

\$6.89

R2305M14549

RDC 99

Erie County Water Authority
295 Main Street Room 350
Buffalo, NY 14203-2494

Bubble Mailer

Scotch™

RECEIVED
OCT 07 2024
ECWA
Legal Department

HANDLE WITH CARE

Scotch