



**Office of the Clerk Treasurer**  
201 Delafield Street  
Waukesha, Wisconsin 53188-3633

**Gina Kozlik, Clerk Treasurer**  
[clerktreas@waukesha-wi.gov](mailto:clerktreas@waukesha-wi.gov)  
1-262-524-3550

**September 29, 2022**

**To: Natalie Driebel, Accounting Clerk, Finance Department**

**Re: Claim, submitted by: Ed Roth**

**Property located at: 1806 E. Main St, Waukesha, WI 53186**

**Submitted by: Ed Roth  
1806 E. Main St.  
Waukesha, WI 53186**

**Date Claim Received: September 29, 2022**

**The enclosed is being sent to you to provide to our insurance or as needed for your review.**

**Sincerely,**

**Katie Panella  
City of Waukesha Deputy Clerk-Treasurer**

**Cc: Clerk (original) / Finance / Attorney / Public Works**

RECEIVED

SEP 29 2022

WAUKESHA CITY CLERK

Ed Roth

1806 E. Main St. Waukesha, WI 53186

616-438-3868

ed.roth@critterdirect.com

Sept 26<sup>th</sup> @ 1 pm I noticed the basement floor drain backing up with water. I Flushed the toilet and it made the water level rise into the basement and then the level fluctuated up and down. I assumed I had a blocked main drain line. I called Roto Rooter and they came out and snake 150'. After hitting no blockages he checked the sewer main in the street and said the level was high and that is what was causing the backup. 9/26 @ 5pm I submitted an online request. The next morning public works came out and pumped the street sewer main. Around 10 am 9/27 Joe from public works called and said the contractor working on the road had hit and damaged the main and that is what caused the backup and to come down to the City Hall and file a claim. I am requesting to be reimbursed for \$545. This is the cost of having Roto Rooter come out to snake the line

Ed Roth 9/29/2022



Roto-Rooter  
11030 W. Lincoln Ave.  
West Allis, WI 53227  
414-541-4477  
www.getroto.net

Invoice 339023  
Invoice Date 9/26/2022  
Completed Date  
Technicians John Fritch  
Travis Brunner

Billing Address  
Crittter Control  
1806 East Main Street  
Waukesha, WI 53186 USA

Customer PO  
Job Address  
Crittter Control  
1806 East Main Street  
Waukesha, WI 53186 USA

#### Description of Work

Worked on sewer from main cleanout out 150'. Did not hit an rough spots in line. Checked city main. Both manholes on each end of house are high. Owner will need to contact city to open city main.

Task #	Description	Quantity	Your Price	Your Total
RS	Residential Sewer Service	1.00	\$295.00	\$295.00
R2C	Residential Extra Cable	1.00	\$125.00	\$125.00
RM	Residential Extra Man	1.00	\$125.00	\$125.00

Paid On	Type	Memo	Amount	
9/26/2022	Visa	02774g	\$545.00	
				Sub-Total \$545.00
				Tax \$0.00
				Total Due \$545.00
				Payment \$545.00

Balance Due \$0.00

Please remit any payment due to Roto-Rooter Sewer/Drain Service 11030 W Lincoln Ave, West Allis WI 53227.  
We appreciate your business.

By signing I agree to the Company's Terms and Conditions and authorize Travis Brunner to perform the service. This quote is an estimate based on time and material and includes up to 1 hour of labor, 1 drain and up to 100' of sewer cable on a main line. Additional hours, services, parts or products will be added to invoices. Location marks are not guaranteed. No warranty honored on main line without televising line to check condition of pipe. \$30.00 Charge for returned checks. Service Charge of 1 1/2% Per Month (18% APR) on invoices over 30 days old.

9/26/2022  
Job is completed.

9/26/2022

#### GENERAL CONDITIONS:

The work to be done by the COMPANY hereunder, will be done with the regular ROTO-ROOTER equipment and methods, which methods do not include excavation. If it is found during the cleaning process that the drainage tile or any of the inside lines, or other lines being serviced under this agreement are settled, broken, deteriorated, damaged or are of such construction or condition as to make impracticable in the opinion of the COMPANY, to clean the line safely and properly with such equipment and methods, the COMPANY shall not be held responsible for such discovered conditions, and any repairs to said lines shall be done by and at the expense of the CUSTOMER. After being notified that the necessary repairs are not completed within a reasonable time, the obligation of the COMPANY to complete the cleaning shall be deemed waived by the CUSTOMER shall pay COMPANY a reasonable charge for services rendered.

The COMPANY is not responsible for damage to the premises or plumbing caused by the removal of the CLEAN-OUT, DRAIN COVER, or CAP which is removed in the process of servicing the lines. If it is found that a CLEAN-OUT or DRAIN COVER or CAP is so rusted or fastened as to necessitate its replacement after removal, the COMPANY shall so notify the CUSTOMER and if the CUSTOMER authorizes the replacement thereof, such replacement shall be made at an additional charge for the replacement of COVER CAP or plumbing and the labor for its installation. If the customer refuses to authorize such replacement, the COMPANY SHALL NOT BE RESPONSIBLE for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

#### COMPANY RESPONSIBILITY:

The COMPANY shall not be responsible for the cleaning of or damage of leaky or defective traps, hidden or unknown lead piping, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, harmful cleaning chemicals such as sulfuric or caustic acids, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the COMPANY'S equipment becomes lodged in any such defective tiles, piping or plumbing and cannot be practically removed without excavation, the COMPANY shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing. This agreement covers only the items as listed on the reverse hereof, and the installed plumbing arrangements existing on the date hereof. Grass replacement, landscape damage, wall patching, painting, tile replacement, concrete replacement or any other type of damage done which is necessary to complete the job is the responsibility of others unless specifically stated otherwise. COMPANY is not responsible for undisclosed underground utilities and repairs under the slab are not guaranteed. The company charges a fee no matter if we get a problem drain open or not.

#### CONDITIONS OF GUARANTEE:

The GUARANTEE covers interim backup drainage failure of only the lines as serviced thereunder due to normal use, where a backup conditions exists in the pipes serviced, and for the period of time as stated on reverse hereof. In the event of such drainage failure during the term of the GUARANTEE the COMPANY will barring an inability to do so caused by an event beyond its reasonable control (INCLUDING, BUT NOT LIMITED TO STRIKES, FIRE, FLOOD, CASUALTY, OR GOVERNMENT REGULATIONS, ORDERS OR RESTRICTIONS), furnish its services to remedy such failure as readily and as promptly as possible **DURING NORMAL WORKING HOURS**, but in no event shall the COMPANY be held liable for water or other damage to the property of the CUSTOMER by reason of any delay. Any GUARANTEE issued on any inside lines or main line shall cover any drainage failure due to normal usage, and shall not cover stoppages caused by intervening structural defects in the lines or stoppages caused any rags, newspaper, or other objects not usually or customarily disposed of through the drainage system. If, during the GUARANTEE PERIOD, the company finds that the stoppage was caused by such defects or abnormal usage, then the company shall have the right to make an additional charge based upon the reasonable value of the service rendered in removing such stoppage.

#### PLUMBING:

GUARANTEE limited on products to the manufacturer's GUARANTEE, labor for replacement would be charged. Any other GUARANTEE will be stated on the reverse hereof.

THIS AGREEMENT, together with the provisions and conditions on the reverse hereof, embodies the entire agreement of the parties, and THERE ARE NOT PROMISES, TERMS, CONDITIONS OR OBLIGATIONS. ORAL OR WRITTEN, REFERRING TO THE SUBJECT MATTER HEREOF OTHER THAN AS CONTAINED HEREIN.

In the event CUSTOMER fails to make payment according to the terms and conditions appearing on the reverse side hereof, the COMPANY may charge interest on the unpaid balance at the highest permissible legal rate of interest allowed by the STATE on the average unpaid balance. In the event, in the sole judgment of the COMPANY, it becomes necessary to institute legal action to collect said unpaid balance, the COMPANY shall be entitled to a judgment for the unpaid balance, accrued interest and reasonable attorney's fees incurred in such legal action as allowed by STATE law. Any unpaid balance not covered or paid by an insurance company is the responsibility of the property owner.

## Service Request SR-092622-20 has been Closed External Inbox

**vueworks@waukesha-wi.gov**

to me

The following VUEWorks Service Request has been created or modified:

ID: SR-092622-20

Location: 1806 East Main Street, Waukesha, WI, USA

Name of Caller: Ed Roth

Logged By: portal

Type: Within 3 Days

Department: Public Works Dept

Group: Streets

Issue: Sewer Backup

Status: Closed

Description: Floor drain and toilet backing up. Plumber came and snakes drain. Didn't help. He checked manholes and said they were high. Can't use toilet as it backs up in basem

Response: Hi Ed,

Sorry to hear about the backup this was caused by a hit sewer main by a utility contractor. The main As we spoke on the phone this morning please file a report with the city clerk.

Thank you,

Joe

For complete details you can open VUEWorks

{VUEWorksUrl}

Notice: Please be aware that email sent to, or received from, the City of Waukesha should be presumed to be a public record, that it will be retained by the City as a public record, and if you are not the intended recipient of this email, please do not read it or forward it to another person, but notify the sender and then delete it.