

March 28, 2024

Board of Revisions:

Re: Parcel Number: 030130001100 / 2831 South Ridge Rd. East Ashtabula

In November of 2022 there were three separate court ordered appraisals that gave a value of \$180,000 based on the exterior only.

On January 9, 2023 the property was purchased for \$165,400 in an open auction without seeing the interior condition. We did not gain access until almost 10 months later in the end of September 2023. By that time the property had deteriorated considerably from neglect and many unauthorized and unknown entries.

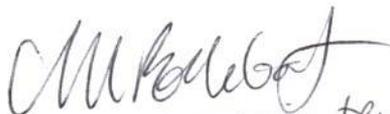
The heating system is water baseboard but almost all of the copper water pipes have been cut out all along the entire length of the walls in almost every room and floor and stolen. The boiler has been damaged to the point that a new one is necessary because all the pipes were cut off. The whole thick sewer pipe from the ceiling to the floor was sawed out and stolen along with the water tank and railings. Many of pipes behind the walls were cut and ripped out so there is extensive unknown damage until some of the walls are opened up, pressure testing on various lines done and then repair to the walls. None of that is included in the estimate I am attaching by a local reputable heating and cooling company. As stated on page two of the estimate, the extent of the damage to piping is unknown and piping for potable water and wastewater on a time and material cost basis is not included in the quote or pricing. The base estimate is almost \$28,000.

I am enclosing photos of the damage with an explanation on the back of each photo and I am enclosing the docket entries referring to the 3 beginning appraisals and the sale price mentioned above. The entire house is full of animal urine in every room, the carpets, the flooring all needs to be removed. The walls are all stained with nicotine. The previous owner had several animals but apparently never took them outside to do their business. Between the nicotine and the urine the smell is unbelievable.

Since there are no pipes, there is no water or heat the property is obviously uninhabitable to anyone. For these reasons I am asking for a reduction of the fair market sales price of \$165,400 minus approximately \$35,400 in damages to a revised value of \$130,000.

Because of the costs involved and some recent health issues we may have to get rid of it as-is. I don't have any other evidence to present at this time and waive the need for an in-person hearing at your discretion.

Thank you for your time.

  
MANAGING TRUSTEE

11/08/2022	CLERK AND CLERK RECORD	CLERK AND CLERK RECORD Receipt: 268494 Date: 09/26/2023	\$17.00
11/21/2022	INVENTORY AND APPRAISAL FILED SHOWING LANDS APPRAISED AT	INVENTORY AND APPRAISAL FILED SHOWING LANDS APPRAISED AT ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) HELEN FERRARO, EDWARD CURIE, JAMES REUSCHLING	\$0.00
11/21/2022	HELEN FERRARO APPRAISER	HELEN FERRARO APPRAISER Receipt: 260055 Date: 11/21/2022	\$50.00
11/21/2022	EDWARD CURIE APPRAISER	EDWARD CURIE APPRAISER Receipt: 260055 Date: 11/21/2022	\$50.00
11/21/2022	JAMES REUSCHLING APPRAISER	JAMES REUSCHLING APPRAISER Receipt: 260055 Date: 11/21/2022	\$50.00
12/29/2022	NOTICE OF SHERIFF'S SALE SET FOR . IF PROPERTY DOES NOT SELL ON FIRST SALE DATE, PROPERTY WILL	*FAXED* NOTICE OF SHERIFF'S SALE SET FOR JANUARY 9, 2023 AT 10:00 AM AT <a href="https://www.ashtabula.sheriffsaleauction.ohio.gov">HTTPS://WWW.ASHTABULA.SHERIFFSALEAUCTION.OHIO.GOV.</a> IF PROPERTY DOES NOT SELL ON FIRST SALE DATE, PROPERTY WILL BE OFFERED FOR SHERIFF SALE AGAIN ON JANUARY 30,2023 AT 10:00 AM FILED WITH CERTIFICATE OF SERVICE BY JEFFREY R HELMS (Attorney) on behalf of FIFTH THIRD BANK NATIONAL ASSOCIATION (Plaintiff)	\$3.00
01/05/2023	REALAUCTION.COM LLC	REALAUCTION.COM LLC Receipt: 261746 Date: 01/31/2023	\$220.00
01/31/2023	POUNDAGE	POUNDAGE Receipt: 261746 Date: 01/31/2023	\$5.00
02/09/2023	ORDER OF SALE RETURNED SHOWING	ORDER OF SALE RETURNED SHOWING SOLD TO THIRD PARTY PURCHASE FOR THE SUM OF \$165,400.00	
02/09/2023	ASHTABULA CO SHERIFF	ASHTABULA CO SHERIFF \$61.00	\$0.00
02/09/2023	GAZETTE PUBLICATIONS	GAZETTE PUBLICATIONS Receipt: 261988 Date: 02/09/2023 Receipt: 268494 Date: 09/26/2023	\$699.19
03/06/2023	MOTION FOR CONFIRMATION OF SALE FILED WITH CERTIFICATE OF SERVICE FILED	MOTION FOR CONFIRMATION OF SALE FILED WITH CERTIFICATE OF SERVICE FILED Attorney: HELMS, JEFFREY R (0075659) JEFFREY R HELMS (Attorney) on behalf of FIFTH THIRD BANK NATIONAL ASSOCIATION (Plaintiff)	\$0.00

**HAVE LLC**  
 2101 Aetna Road  
 Ashtabula, OH 44004



# PROPOSAL

**Presented to:**  
**Michelle Bohbot**  
 2831 S Ridge Rd E  
 Ashtabula, OH 44004

**Job #** 218  
**Proposal #** P-218-1  
**Technician**  
**Issue Date** Mar 27 2024

**Customer Contact:**  
 M: 4408127341  
 E: sbohbot@roadrunner.com

**Service Location:**  
 2831 S Ridge Rd E  
 Ashtabula, OH 44004

**Your Price: \$27,560.00**

Description	Qty	Price
<b>Hydronic Heat Piping Repairs/Replacement</b> Labor and materials for installation of new piping and radiators for hydronic heating system to replace damaged and removed components. Includes connection to existing boiler and existing piping and radiators (see proposal notes for details).	1	\$27,560.00

**Your Price** **\$27,560.00**

**Review and Sign**

Sign up for a Maintenance Plan today!

Recommendations	Qty	Available Savings	Your Price
<b>Cash Discount</b> Discount to total cost for payments made with cash, check, or credit card (maximum \$2,500 in credit card payments per job). To pay via financing, please follow the link in the proposal notes! Cash Discount is based on total scope of work and may be reduced based on final selection of options.	1		\$-2,560.00
<b>Burnham X-204N Gas-Fired Boiler</b> [X-204N] 84% AFUE 104 MBH gas-fired boiler with cast iron heat exchanger. Includes labor and materials for installation and reconnection to existing systems.	1	\$3,250.00	\$3,200.00

I decline the above recommendations

**Proposal Notes:**

- Installation of new radiators and hydronic heat piping to replace damaged and removed piping.
- Provide and install any necessary fittings and piping to reconnect to remaining radiators on ground floor.
- Fabricate and install new manifold, zone valves, and controller for zoned heating system.
- Install new "near boiler piping" inclusive of expansion tank, autofill, and air scoop.
- Connect all piping to existing boiler.

This pricing does not include costs for any additional drywall/carpentry/etc work that may be required to allow access for new piping installations and repairs from damage when piping was removed.

### New Boiler Option

- Install new Burnham 84% AFUE 104MBH boiler and connect to new hydronic piping system.

### Domestic/Potable Water System

- Piping for potable water and wastewater to be installed on a time and material cost basis not included within this quote or pricing.
- The extent of damage to piping is unknown and will require pressure testing of various lines to gauge their efficacy for reuse.

To apply for financing for this project, please follow this link!

### Customer Approval:

I accept this proposal and agree to the terms and conditions.

### Equipment List:

Name	Model #	Manufacturer	Serial #	Warranty
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### Contract Terms:

#### TERMS AND CONDITIONS

1. This Agreement excludes any concealed or reasonably unforeseen conditions discovered at any time during installation of the heating, ventilation, and air conditioning (hereafter referred to as HVAC) equipment which may require either remediation, correction, or replacement of previously installed equipment, hardware, or materials or the re-selection or re-design of new equipment to properly complete installation. Commonly concealed or reasonably unforeseen conditions include, but are not limited to, the presence of harmful materials (e.g. asbestos, lead, water, fecal matter, etc.); structural design or building materials; electrical wiring or service; ductwork or airflow; and chimney or flue pipes. Before completion of the work, Customer has a right to a written estimate for any additional expenses or work that will be performed above those costs specified in this Agreement but are necessary for proper installation and operation of the HVAC system inclusive of those to be completed by a third party. In the event Customer does not authorize the additional expense so installation may be properly completed by HAVE Heating and Air Conditioning, LLC (hereafter referred to as Seller), charges will be imposed including, but not limited to, disassembly, reassembly, or partially completed work directly related to the actual amount of labor and/or parts involved in the service; service charges; and traveling to and from the work site.
2. Seller guarantees all equipment, hardware, materials, and labor (hereafter referred to as "Project") to be as specified herein with all work completed in a neat and professional manner in accordance with manufacturer specifications; industry standards and best practices; occupational safety requirements; local, state, and national Codes; and other authorities having jurisdiction. Any additions to the Project requested by the Customer that are not described or specified herein shall be provided only upon verbal or written authorization from the Customer and paid as an additional charge.
3. Customer agrees this is not a "home solicitation sale" Agreement as the Customer initiated contact for the purpose of negotiating a purchase with Seller, a business establishment at 2101 Aetna Rd., Ashtabula OH where the equipment and services involved in this transaction are regularly offered for sale.
4. Reasonable steps shall be taken by Seller to ensure commencement of the Project in a timely manner unless otherwise agreed or caused either directly or indirectly by unforeseen events beyond Seller's control including but not limited to construction delays, extreme weather conditions, fire, acts of God, labor disputes, national or state emergency including natural disaster and threats to public health, or civil unrest. If eight (8) weeks pass without commencement of the Project by Seller, the Customer shall be notified about the delay and offered a full refund to be sent within two weeks if the Customer so requests. If equipment availability is an issue, Customer may be given the option of agreeing to substitute substantially similar equipment of equal or greater value, not a lower normal price than the original equipment unless the Customer so agrees.
5. Customer shall permit and provide Seller with reasonable access to the property on which the HVAC equipment is to be installed between the hours of 7:00 a.m. and 7:00 p.m. local time, Monday through Friday, excluding federal holidays unless otherwise agreed to and arranged. Reasonable access includes a safe, sanitary, and navigable work environment. If Seller, at its discretion, should determine that installation cannot be initiated due to a lack of reasonable access, a charge will be imposed for traveling to and from the work site and installation will be rescheduled until such time that the Customer provides reasonable access to the property. When a Project may require Seller to retain a separate service provider (e.g., aerial lift or crane; environmental remediation, etc.), Customer shall provide the same reasonable access for these services. When a Project is for an occupied rental property, the Customer shall be responsible for providing advance notice of entry by Seller to the tenant(s) as required by law for the same reasonable access to the property.
6. Upon commencement of the Project upon Customer's property, the Customer assumes all risk of loss or damage to such equipment. Customer is solely responsible for the security and insurance of all Project equipment, hardware, and materials to protect all interests of Seller. Liability insurance and Workers Compensation coverage associated with the Project shall be the responsibility of Seller.
7. Location, placement, positioning, and orientation of equipment and accessories is subject to change during installation based upon structural considerations; current or future accessibility to equipment or utilities; manufacturer specifications; local, state, and national Codes; soil, grade, or landscaping; and any other considerations necessary for proper installation and operation of the Project. Customer is responsible for communicating to Seller any reasonable preferences or limitations on matters of aesthetics. The decisions by Seller are final, conclusive, and binding on all