

VILLAGE OF BROCKPORT
VILLAGE BOARD - MEETING AGENDA
Tuesday, May 14, 2013 7:00pm
Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices & refrain from texting
- **MOMENT OF SILENCE:** to honor those that serve our Country, enforce our laws, & respond to emergencies
- **MISSION STATEMENT:** "To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."
- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
- **GUESTS:**
 -
- **CERTIFICATES & PROCLAMATIONS:**
 - Hattie Harris Good Spirits Club International – National Thank You Day – Brockport Village Board
- **CONSENSUS ITEMS:**
 - Approval of minutes – 4/23 & 5/7
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - GVPS - add sidewalk sale dates for "Readers Choice" horse to occupy a Main St parking space
 - Any sidewalk café permit applications
 - 06/01/13-05/31/14 property & liability insurance
- **PERSONNEL ITEMS:**
 - Search Committee hiring recommendation – DPW Summer Laborers
 - Welcome Center Greeters – drops & adds
- **OLD BUSINESS:**
 - Authorize Mayor to execute annual EAP agreement w/ Employee Health Systems
 - Emergency Operating Plan – further amend per feedback of Monroe County OEM
 - Approve hold harmless agreement re Welcome Center (per insurance & attorney recommendation)
- **NEW BUSINESS:**
 - Set 5/28 public hearing to consider abandonment of designated portion of Kenyon Street to SUNY
 - Authorization for DPW Spt. to pursue replacement of 2003 1-ton dump truck w/ plow from this fiscal year
- **VILLAGE BOARD REPORTS:**
 - Mayor Maria Connie Castañeda
 - Trustee William G. Andrews
 - Trustee Margaret B. Blackman
 - Trustee Kent R. Blair
 - Trustee Carol L. Hannan
- **EXECUTIVE SESSION** (if needed)
- **ADJOURNMENT**

Upcoming:

- Monday, 5/27 – Village Hall closed for holiday
- 7pm Tuesday, 5/28 – Village Board meeting (w/ Attorney, Treasurer, Department Heads)
- 7pm Tuesday, 6/4 – Village Board work session
- 7pm Tuesday, 6/11 – Village Board meeting
- Noon-9pm Tuesday, 6/18 – Village Elections
- 7pm Tuesday, 6/25 – Village Board meeting (w/ Attorney, Treasurer, Department Heads)

GUIDELINES FOR PUBLIC COMMENT:

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.



Hattie Harris Good Spirits Club International™

April 30, 2013

Brockport Village Trustees:

National Thank You Day for Elected Officials in the United States of America encourages individuals to thank officials who honorably serve. Mrs. Hattie Harris voted for a candidate based on his or her character. Mrs. Harris asked to be called Hattie. Hattie believed 'By their deeds ye shall know them'. The attached Proclamation of Appreciation is presented in memory of Hattie Harris.

The conduct of every elected official represents the character of a country. The challenges of leadership respect integrity and devotion serving constituents. National Thank You Day is a continuing commitment to the well-being of America.

Thank you for serving.

Sincerely,

Christopher P. Noun
International Advisor

Brockport Village Trustees
Village Hall
49 State Street
Brockport, NY 14420

HHGSCI

585.383.9088 / 585.861.1789

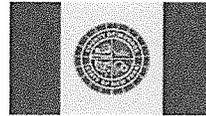
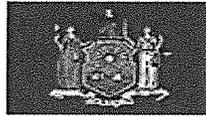
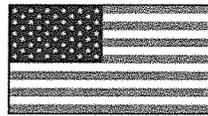
19 Panorama Trail / P.O. Box 25604 / Rochester, New York 14625-0604 / USA
cpn@rochester.rr.com / www.hattieharris.org / www.artsrochester.org/hattieharris.htm



Hattie Harris Good Spirits Club National Thank You Day

Proclamation of Appreciation

Presented to



Village of Brockport Trustees Brockport, New York

National Thank You Day encourages individuals to thank elected officials who honorably serve.
This is presented in the spirit of community good will and national fellowship.

The conduct of an elected official represents the character of a community and a country.
The challenges of leadership respect honorable conduct and sincere dedication.

National Thank You Day for Elected Officials in the United States is a
continuing commitment to the well-being of America.

In the spirit of our Constitution,

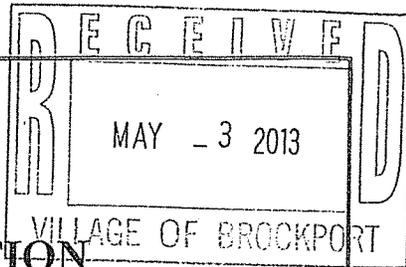
Thank you for serving.



Hattie Harris Good Spirits Club International

2013





VILLAGE OF BROCKPORT
SIDEWALK CAFÉ PERMIT APPLICATION

Date of Application: 5/3/13

Fee submitted:

Proof of Insurance submitted:

Date scheduled on Village Board agenda: 5/14/13

Note: Applicant must attend the Village Board meeting.

BUSINESS: Java junction

PERSON / PERSONS IN CHARGE: Peter Apicella

ADDRESS: 56 Main St.

TELEPHONE: 637 9330 FAX: 637 0728

E-MAIL: JavaJct@Frontier.net

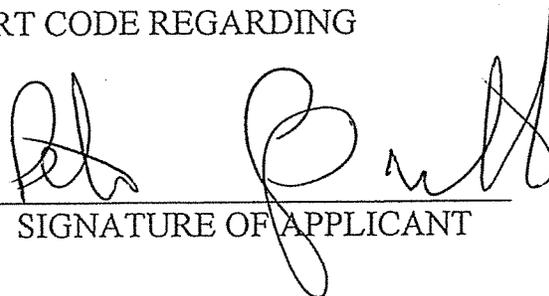
DAYS OF WEEK SIDEWALK IS TO BE USED: 7

HOURS OF DAY SIDEWALK IS TO BE USED: 7 am 6 pm

DESCRIBE EXACTLY WHAT WILL BE PLACED ON SIDEWALK:
(# of tables, # of chairs, umbrellas, trash receptacle, cigarette receptacle...)

8 chairs 2 Tables

APPLICANT AGREES TO ABIDE BY THE REGULATIONS SET FORTH IN VILLAGE OF BROCKPORT CODE REGARDING SIDEWALK CAFÉS (§58-11F).

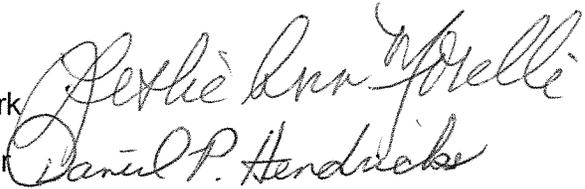

SIGNATURE OF APPLICANT

**Village of Brockport
49 State Street
Brockport, NY 14420**

**(585) 637-5300 X12
(585) 637-1045 fax
lmorelli@
brockportny.org
www.brockportny.org**

Memo

To: Village Board
From: Leslie Ann Morelli, Village Clerk
Daniel P. Hendricks, Treasurer
Date: May 3, 2013
Re: Property & Liability Insurance Renewal



Leslie filled out numerous applications, solicited Department Heads help where Needed, and had our Broker of Record, Chris Coleman of Willis, go out to market with our property and liability insurance. Chris reviewed his findings and

recommendation in a meeting with us 4/29.

We concur with our Broker's recommendation and advise the Board to authorize changing carriers to NYMIR (affiliated with NYCOM) as it provides the needed coverage at the best price. The supporting materials are attached.

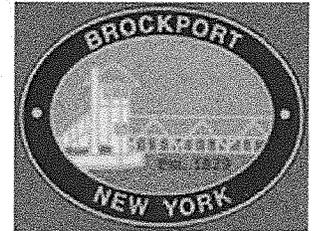
FYI:

- The deductibles listed are best. Increasing deductibles would save very little.
- NYMIR will do appraisals of Village properties. (not done since 2001)
- The proposal reflects replacement cost, not cash value (better than current).
- The Village would save ~\$250/year in insurance if the 2 pieces of antique fire equipment were turned over to the Brockport Firefighters Association or Brockport Fire District (was being considered last year).

This will be placed on the 5/14 Village Board agenda for a 6/1 start.

INSURANCE PROPOSAL

**PREPARED FOR
VILLAGE OF BROCKPORT**



PRESENTED BY WILLIS OF NEW YORK, INC.

PRESENTED ON April 30, 2013

Willis

INSURANCE PROPOSAL VILLAGE OF BROCKPORT 6/1/13 – 6/1/14

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Marketing Summary

Financial Summary

Important Notices

Attached Appendices

Appendix A: Coverage Comparison

Appendix B: Recommended Carrier Quotation

Appendix C: Willis Standard Terms and Conditions

EXECUTIVE SUMMARY

The Village of Brockport's insurance carrier (Houston Casualty, aka US Specialty) has been a solid partner over the last several years. However they took a firm position at the 2013 renewal and sought to increase the Village's insurance premiums significantly.

As the Marketing Summary details, we approached numerous insurance carriers for the Village's coverage needs. Many carriers declined to offer terms and conditions. This was not surprising as many carriers are reluctant to compete against Houston Casualty due to their aggressive pricing structure and broad coverage terms.

We did receive one alternative proposal from New York Municipal Insurance Reciprocal (NYMIR). While NYMIR's offering still represents an increase in year over year cost, it is broad coverage at best available pricing.

MARKETING SUMMARY

Thank you for the opportunity to market your insurance requirements. The results of our negotiations with the carriers we approached are summarized below.

CARRIER	LINES OF BUSINESS	RESPONSE	PREMIUM OR INDICATION
NYMIR	Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	Quoted	\$84,158.05 (includes Capitalization Fee of \$1,325.29)
US Specialty	Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	Quoted	\$98,479.82
Trident	Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	Declined	
Travelers	Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	Declined	
Selective	Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	Declined	
Glatfelter	Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	Declined	
Hartford	Crime	Quoted	\$1,240

FINANCIAL SUMMARY

FINANCIAL SUMMARY					
	US Specialty	NYMIR			
Coverage	Expiring Premium	Annual Premium	Commission	Policy Service Fee	Quote Expiration Date
Property, Boiler, Inland Marine, General Liability, Auto, Public Officials, Law Enforcement, Umbrella, OCP	\$73,569	\$83,877.20 \$ 1,325.29 1 st year Capitalization Fee	9.1%	N/A	5/6/13
Crime (Hartford)	\$1,240	\$1,240	20%	N/A	7/1/13

Willis negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at:

[http://www.willis.com/About Willis/The Willis Way/Commission Rates/](http://www.willis.com/About%20Willis/The%20Willis%20Way/Commission%20Rates/).

Coverage Enhancements

Refer to coverage comparison and carrier quote

Additional Coverage Information

Refer to coverage comparison and carrier quote

Available Payment Options

Premium is due 30 days from the policy inception date. The premium will be billed by the carrier.

Capitalization Fee is \$1,325.29 each year for five years.

Directions for Binding

If you would like a copy of any quote received, please let us know and we will provide it to you.

This proposal is presented in conjunction with the Standard Terms and Conditions for US Property & Casualty Retail Accounts which is enclosed.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please contact me by phone or e-mail.

Property		2012 US Specialty	2013 NYMIR
Limits of Liability			
Blanket Building and Personal Property Limit		\$3,746,491	\$3,743,388
Coinsurance		100%	100%
Agreed Value		Yes	See Note Below
Blanket Business Income		\$20,186,500	Actual Loss Sustained
Boiler & Machinery		\$3,746,491	\$3,743,388
Boiler & Machinery-- Loss of Income/Extra Expense		\$100,000	\$100,000
Sublimits			
Flood		Not covered	\$1,000,000
Earthquake		Not covered	\$1,000,000
Accounts Receivable		\$25,000	\$75,000
Valuable Papers		\$250,000	\$75,000
Newly Acquired Location		\$1,000,000	\$1,000,000
Ordinance or Law - Demolition		\$250,000	\$500,000
Extra Expense		\$500,000	\$250,000
Pollution Clean Up -- each annual term		\$10,000	\$50,000
Data Restoration		\$250,000	\$100,000
Boiler & Machinery - Hazardous Materials		\$100,000	\$500,000
Spoilage		\$250,000	\$100,000

Note: NYMIR will provide building appraisals by an independent appraisal company for all buildings over \$50,000 in value. Upon completion of the appraisal, coverage can be written at agreed value to avoid coinsurance penalty. There is no cost to the Village for the appraisal.

Village of Brockport
 49 State Street
 Brockport, NY 14420

Policy Number:

Effective Date: 05/01/2013

Expiration Date: 05/01/2014

New York Municipal Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of Municipal Administrator: _____

Date: _____

Location	Building	Address	Building Value	Contents Value
1 - 1	Village Hall Offices	49 State Street Brockport, NY 14420	\$712,998	\$166,792
2 - 1	Works Garage Bldg 1	38 East Avenue Brockport, NY 14420	\$1,083,234	\$131,856
2 - 2	Storage Bldg 3	38 East Avenue Brockport, NY 14420	\$80,907	\$9,506
2 - 3	Storage	38 East Avenue Brockport, NY 14420	\$50,000	\$15,000
2 - 4	Pole Barn	38 East Avenue Brockport, NY 14420	\$69,349	\$25,000
2 - 5	Salt Barn - Bldg 6	38 East Avenue Brockport, NY 14420	\$71,288	\$10,000
2 - 6	Diesel Tank Shed	38 East Avenue Brockport, NY 14420	\$1,155	\$0
2 - 7	Pole Barn - Bldg 2	38 East Avenue Brockport, NY 14420	\$50,000	\$25,000
2 - 8	Storage - Bldg 5	38 East Avenue Brockport, NY 14420	\$6,571	\$4,820
2 - 9	Gas Tank Shed	38 East Avenue Brockport, NY 14420	\$1,125	\$0
2 - 10	Storage	38 East Avenue Brockport, NY 14420	\$3,375	\$0
2 - 11	Salt Barn	38 East Avenue Brockport, NY 14420	\$90,000	\$0
3 - 1	Police Department	1 Clinton Street Brockport, NY 14420	\$789,606	\$144,804
3 - 2	Storage	1 Clinton Street Brockport, NY 14420	\$1	\$1
4 - 1	Welcome Center	11 Water Street Brockport, NY 14420	\$200,000	\$1,000
Totals			\$3,209,609	\$533,779
			TIV @ 100%	\$3,743,388

Property & Inland Marine		2012 US Specialty	2013 NYMIR
Deductibles			
Direct Damage		\$1,000	\$1,000
Flood		N/A	\$25,000
Earthquake		N/A	\$25,000
Equipment Breakdown		\$1,000	\$1,000
Equipment Breakdown – Loss of Income/Extra Expense		\$1,000	\$5,000
Business Interruption- Waiting Period		72 hours	24 hours
Terms & Conditions			
Perils Covered		Special Form	Special Form
Replacement Cost		Yes	Yes
Annual Property Premium		Included in the Package charge of \$73,569	Included in the Package charge of \$83,877.20

Inland Marine		2012 US Specialty	2013 NYMIR
Limits			
Auto Physical Damage		On Auto	\$723,801
Contractor's Equipment		\$637,485	\$548,585
Radios		\$21,075	\$21,975
Church Clock		\$25,000	\$25,000
Police Equipment – Gloes		\$7,406	\$7,790
Unscheduled Equipment		\$50,000	\$50,000
Sublimits			
Flood and Quake		Included	\$1,000,000
Leased, Rented, Borrowed Equipment FROM others (less than 90 days)		\$50,000	\$100,000
Deductibles			
Auto Physical Damage		N/A	\$500
All Other		\$1,000	\$250
Terms & Conditions			
Replacement Cost		Yes	Yes
Annual Inland Marine Premium		Included in the Package charge of \$73,569	Included in the Package charge of \$83,877.20

NOTE: Regarding NYMIR's Auto Physical Damage coverage"

- See attached schedule- vehicles noted with "FLTR" are covered on the Inland Marine with a \$500 deductible
- Police Vehicles – Replacement Cost Valuation
- Vehicles 10 Years old and younger – Replacement Cost Valuation

General Liability		2012 US Specialty	2013 NYMIR
General Liability			
Each Occurrence		\$1,000,000	\$1,000,000
General Aggregate		\$3,000,000	\$2,000,000
Products/Completed Operations Aggregate		\$3,000,000	\$1,000,000
Personal & Advertising Injury		\$1,000,000	\$1,000,000
Damage to Premises Rented to You		\$1,000,000	\$50,000
Medical Expenses (any one person)		\$10,000	\$5,000
Defense Costs Outside the Limit of Liability		Yes	Yes
Deductible		None	None
Pesticide or Herbicide		Included	Included
Sewer Backup Liability		Included	Included
Sexual Abuse & Molestation		Included	Included
Personal Identity Theft from your computer system		Not covered	Included
Sudden & Accidental Pollution Liability		N/A	Included
Public Officials Errors & Omissions			
Wrongful Acts Liability – Claims Made Form – Each Claim Aggregate		\$1,000,000	\$1,000,000
		\$1,000,000	\$2,000,000
Deductible		\$5,000	\$5,000
Retro Date		Unlimited	Unlimited
Consent to Settle		Included	Included
Non-Monetary Damage		Not covered	Not Covered
Defense Outside of Limit		Yes	Yes
Land Use Liability		N/A	\$1,000,000
Law Enforcement Liability			
Each Occurrence		\$1,000,000	\$1,000,000
Aggregate		\$1,000,000	\$2,000,000
Deductible		\$5,000	\$5,000
Consent to Settle		Included	Included
Non-Monetary Damage – Per Suit Aggregate		\$10,000	Not covered
		\$50,000	

General Liability		
Employee Benefits Liability		
Per Occurrence	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000	\$1,000,000
Deductible	0	\$1,000
Employment Practices Liability- Claims Made Form		
Per Occurrence	\$1,000,000	Included in
Aggregate	\$1,000,000	Public Officials
Retro Date	Unlimited	Unlimited
Consent to Settle	Included	Included
Non-Monetary Damage Defense – Per Suit	\$10,000	\$25,000
Aggregate	\$50,000	\$50,000
Back Wages	\$10,000	\$5,000
Terms & Conditions		
General Aggregate Applies per Location	No	Yes
Blanket Additional Insured	Yes	Yes
Fireworks	Excluded	Excluded
Annual General Liability Premiums	Included in the Package charge of \$73,569	Included in the Package charge of \$83,877.20

Business Automobile		2012 US Specialty	2013 NYMIR
Automobile Liability Coverages			
Combined Bodily Injury & Property Damage Liability – all owned, non-owned, leased & hired vehicles		\$1,000,000	\$1,000,000
Personal Injury Protection		\$150,000	\$150,000
OBEL		\$25,000	\$25,000
Uninsured/Underinsured Motorists		\$350,000	\$1,000,000
Medical Payments		\$10,000	\$10,000
Mutual Aid		\$1,000,000	\$1,000,000
Automobile Physical Damage Coverages			
Comprehensive Deductible		\$200/\$500	Per Schedule
Collision Deductible		\$500	Per Schedule
Full Glass Coverage-Private Passenger Vehicles		Yes	Yes
Hired Car Physical Damage Limit		\$35,000	\$50,000
Deductibles- Comp & Collision		\$500	\$500
Additional Coverages			
Deductible Reimbursement for Officers & Directors – use of personal vehicles		No coverage	\$1,000
Equipment installed in Municipal Vehicles		Not covered	\$3,000
Business Automobile Premium		Included in the Package charge of \$73,569	Included in the Package charge of \$83,877.20

Note: Premium is reduced by \$470 if Automobile deductible is increased to \$1,000.



Village of Brockport
49 State Street
Brockport, NY 14420

Policy Number:
Effective Date: 05/01/2013
Expiration Date: 05/01/2014

NYMIR SCHEDULE OF VEHICLES

Seq.#	Vehicle Key Class	Year	Make	Model	VIN	Cost New	Comp Ded.	Coll Ded.	Annual Premium
Garage Location: 1 49 State Street									
1	3	01499	2008	Ford	F250	3230	\$500	\$500	\$346.50
2	4	07911	2003	Ford	Crown Victoria	8997	\$200	\$200	\$400.40
3	6	69499	1994	Cross	Trailer	1347	\$500	\$500	\$14.30
4	7	31499	1993	International	Truck	6808	\$500	\$500	\$419.10
5	8	01479	1995	Chevrolet	Dump	0895	\$500	\$500	\$335.50
6	9	21499	2005	International	Utility Truck	3659	\$500	\$500	\$454.30
7	14	31479	2007	Ford	Dump	1935	FLTR	FLTR	\$284.90
8	15	09620	1840	Pierce	Hand Pumper	TBD	FLTR	FLTR	\$127.60
9	16	09620	1876	Silsby	Steam Engine	TBD	FLTR	FLTR	\$127.60
10	17	31479	2008	International	Dump	8272	FLTR	FLTR	\$284.90
11	20	01479	2000	Dodge	Dump	3800	\$500	\$500	\$335.50
12	24	31499	2003	Freightliner	EC70	1717	\$2,500	\$2,500	\$562.10
13	27	01499	2001	Dodge	Truck	6909	\$500	\$500	\$346.50
14	29	01499	2005	Chevrolet	Pickup	1034	\$500	\$500	\$346.50
15	30	01499	1997	Chevrolet	Pickup	5217	\$500	\$500	\$346.50
16	32	31499	1989	GMC	Pickup w/Bucket	2918	\$22,469	\$500	\$486.20
17	33	21479	1990	Ford	Dump	9132	\$61,831	FLTR	\$236.50
18	35	07911	2008	Ford	Crown Victoria	3147	\$18,000	\$200	\$400.40
19	36	31499	1995	International	Sewer Truck	1144	\$81,500	FLTR	\$306.90
20	37	31479	2003	Ford	Dump w/Plow	5341	\$43,184	FLTR	\$284.90
21	38	31479	1997	International	Dump	1462	\$66,027	FLTR	\$284.90
22	39	31479	1997	International	Dump	5951	\$66,027	FLTR	\$284.90
23	40	31479	1999	International	Dump	7848	\$83,000	FLTR	\$284.90
24	41	69499	2006	Carry On	Trailer	5653	\$500	\$500	\$8.80
25	44	01499	2006	Ford	Pickup w/Plow	5330	\$27,371	\$500	\$394.90
26	45	07911	2007	Ford	Crown Victoria	0969	\$20,632	\$200	\$400.40
27	47	21479	1993	Ford	Dump	2579	\$66,000	FLTR	\$236.50
28	49	07911	2009	Ford	Crown Victoria	2703	\$22,296	\$200	\$448.80
29	51	07911	2009	Chevrolet	Impala	9752	\$25,000	\$200	\$448.80

Village of Brockport
 49 State Street
 Brockport, NY 14420



Policy Number:
 Effective Date: 05/01/2013
 Expiration Date: 05/01/2014

NYMIR SCHEDULE OF VEHICLES

Seq.#	Vehicle Key Class	Year	Make	Model	VIN	Cost New	Comp Ded.	Coll Ded.	Annual Premium
30	69499	2001	Carry On	Trailer	29906010020000327	\$500			\$8.80
31	07911	2013	Chevrolet	Impala	2G1WD5E35C1321113	\$18,000	\$200	\$500	\$447.70
32	01499	2012	Ford	Pickup	1FT7X2B67CEC56683	\$28,020	\$500	\$500	\$476.30
33	01499	2012	Ford	Pickup	1FTBF2B65CEC56680	\$26,096	\$500	\$500	\$476.30
34	31479	2013	International	Dump	1HTJSSKXKH329145	\$110,000	FLTR	FLTR	\$284.90
35	07911	2013	Ford	Taurus	1FAHP2MK2DG1999951	\$23,936	\$200	\$500	\$526.90
36	07911	2013	Ford	Explorer	1FMSKBAR1DGC11132	\$26,083	\$200	\$500	\$606.10
37	07906	2012	Caterpillar	Backhoe	CAT0420FCJWJ00248	\$93,711	FLTR	FLTR	\$108.90

Umbrella Liability		
	2012 US Specialty	2013 NYMIR
Limits of Liability		
Each Occurrence Limit	\$10,000,000	\$10,000,000
General Aggregate Limit	\$10,000,000	\$20,000,000
SIR	\$10,000	N/A
Coverage Form	Umbrella	Excess
Underlying Coverages		
General Liability	Yes	Yes
Automobile Liability	Yes	Yes
Employee Benefits Liability	Yes	Yes
Public Officials Liability	Yes	Yes
Employment Practices Liability	Yes	Yes
Law Enforcement Liability	Yes	Yes
Annual Excess Liability Premium	Included in the Package charge of \$73,569	Included in the Package charge of \$83,877.20

Crime		
	2012 Hartford	2013 Hartford
Limits of Liability		
Employee Theft Coverage – Per Loss	\$250,000	\$250,000
Theft, Disappearance & Destruction	\$250,000	\$250,000
Computer Fraud	\$250,000	\$250,000
Deductible		
All Coverages except Expense Coverage– Each Claim	\$2,500	\$2,500
Fiduciary and Crime Annual Premium	\$1,240	\$1,240

Owners & Contractors Protective Liability (2 Policies)		
	2012 US Specialty	2013 NYMIR
Limits of Liability		
Each Occurrence Limit	\$1,000,000	\$1,000,000
General Aggregate Limit	\$1,000,000	\$2,000,000
Annual OCP Liability Premium	Included in the Package charge of \$73,569	Included in the Package charge of \$83,877.20

Note: Policy 1 – Canal Work Permit
 Policy 2 – Perm 17 – Highway Work Permit



NEW YORK MUNICIPAL INSURANCE RECIPROCAL
Insuring Our Own Future.

INSURANCE PROPOSAL

03/22/2013

PREPARED FOR:

VILLAGE OF BROCKPORT

NOTE: DESCRIPTIONS OF COVERAGE IN THIS PROPOSAL HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE ACCEPTED AND THE EXACT POLICY TERMS. **THIS OFFER EXPIRES IN 45 DAYS.**

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
Municipal Property			
Building & Contents (TIV) **	\$3,743,388		\$1,000
Coinsurance Percentage	100%		
Loss of Income - Actual Loss You Sustain	ALS		
Extra Expense	\$250,000		
Ordinance or Law	\$500,000		
Valuable Papers	\$75,000		
Accounts Receivable	\$75,000		
Earthquake/Flood Coverage*	\$1,000,000	\$1,000,000	\$25,000
Municipal Boiler & Machinery			
Equipment Breakdown	\$3,743,388		\$1,000
Loss of Income/Extra Expense (Incl. in TIV)	\$100,000		\$5,000
Expediting Expense	Included		
Hazardous Substance	\$500,000		
Ordinance or Law	\$500,000		
Spoilage	\$100,000		\$1,000
Newly Acquired Locations	\$1,000,000		
Error in Description	Included		
Service Interruption Waiting Period	24 Hours		
Demolition	\$500,000		
Data Restoration	\$100,000		
Municipal General Liability			
Bodily Injury/Property Damage	\$1,000,000	\$2,000,000	\$0
Products Completed Operations	\$1,000,000	\$1,000,000	
Personal Injury & Advertising Injury	\$1,000,000	\$1,000,000	
Fire Damage Legal Liability	\$50,000	\$0	
Medical Expense - Per Person	\$5,000	\$10,000	
Employee Benefits Liability (Claims Made)	\$1,000,000	\$1,000,000	\$1,000
Limited Pollution Liability	Included		
Municipal Crime Coverage			
Excess Positions:			
Municipal Automobile Policy			
Combined Bodily Injury/ Property Damage Liability	\$1,000,000		\$0
Personal Injury Protection	\$150,000		\$0
OBEL	\$25,000		\$0
Medical Payments	\$10,000		\$0
Supplementary Uninsured Motorists	\$1,000,000		\$0
Non-ownership Liability	\$1,000,000		\$0
Hired Auto Liability	\$1,000,000		\$0
Mutual Aid	\$1,000,000		\$0

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
Comprehensive Coverage			Per Schedule
Collision Coverage			Per Schedule
Full Glass Coverage			Per Schedule
Rental Reimbursement (per day)	Per Schedule		
Towing (Per Disablement)	Per Schedule		Per Schedule
Hired Autos Physical Damage	\$50,000		\$500
Deductible Reimbursement for Officers & Directors	\$1,000		
Municipal Public Officials Policy	\$1,000,000	\$2,000,000	\$5,000
Employment Related Practices	Included	Included	Included
Land Use Liability	\$1,000,000	\$1,000,000	
Back Wages	Included	Included	
Municipal Law Enforcement	\$1,000,000	\$2,000,000	\$5,000
Municipal Inland Marine ***			
Auto Physical Damage	\$723,801		\$500
Contractor's Equipment	\$648,585		\$250
Radios	\$21,975		\$250
Other	\$25,000		\$250
Unscheduled Equipment	\$50,000		\$250
Police Equipment	\$7,790		\$250
Municipal Owners & Contractors Protective	\$1,000,000	\$2,000,000	\$0
Municipal Excess Catastrophe Liability Policy	\$10,000,000	\$20,000,000	
Public Officials	Included		
Law Enforcement	Included		
Health Care General Liability			
Bodily Injury/Property Damage			
Products Completed Operations			
Personal Injury & Advertising Injury			
Fire Damage Legal Liability			
Medical Expense - Per Person			
Health Care Professional - Claims-made			

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
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* Over any available NFIP if applicable

*** NYMIR will perform an appraisal on all buildings we determine are in excess of \$100,000 replacement cost. The appraisal is a free service for NYMIR subscribers. Please note: Appraisal figures can lead to adjustments in your property premium and capitalization

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
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Policy Notes

On Inland Marine Auto Physical Damage (if any), Replacement Cost is only applicable to vehicles ten years old or newer. All other vehicles are Actual Cash Value.

For SIR (if any), Retention amount is listed in the deductible column.

NYMIR Premium Summary

Policies and Coverage	Effective Date	Expiration Date	Premium
Municipal Property and Liability Policy	05/01/2013	05/01/2014	
Municipal Property			\$5,240.40
Boiler & Machinery			\$600.60
Municipal General Liability			\$20,724.00
Municipal Crime			\$0.00
Municipal Inland Marine	05/01/2013	05/01/2014	\$5,778.30
Municipal Automobile	05/01/2013	05/01/2014	\$12,920.60
Municipal Owners/Contractors Protective Liability	05/01/2013	05/01/2014	\$275.00
Municipal Owners/Contractors Protective Liability	05/01/2013	05/01/2014	\$275.00
Municipal Public Officials Liability	05/01/2013	05/01/2014	\$8,668.00
Municipal Law Enforcement Liability	05/01/2013	05/01/2014	\$17,188.60
Healthcare General Liability			\$0.00
Healthcare Professional Liability - Occurrence			\$0.00
Healthcare Professional Liability - Claims Made			\$0.00
Municipal Excess Catastrophe Liability	05/01/2013	05/01/2014	\$12,206.70
TOTAL NYMIR PREMIUM			\$83,877.20
Policy Fees			
Fire Fee			\$20.85
NYS Boiler Inspection Fee			\$0.00
MV Enforcement Fee			\$260.00
TOTAL SUBSCRIBER FEES			\$280.85

TOTAL SUBSCRIBER PREMIUM		\$83,877.20
TOTAL SUBSCRIBER PREMIUM + FEES		\$84,158.05
ANNUAL CAPITALIZATION FEES		\$1,325.29

* Annual Capitalization is payable in each of the municipality's first five years of Reciprocal Membership

THIS IS NOT AN INVOICE

What Makes NYMIR a Better Choice For Your Municipality's Insurance Coverage?

The following coverages are included in the NYMIR "Muni-Pack" endorsement, are at no additional cost to the insured. The coverage part provides only those additional coverages for which an amount or the word "INCLUDED" is shown for the "Limit of Insurance" column below. If the words "NOT COVERED" are shown for the "Limit of Insurance" column, the additional coverage does not apply.

NYMIR Property Extensions of Coverage

This is only a Summary of Coverage Limits. The complete policy terms, conditions and exclusionary provisions will describe the actual coverage(s) afforded under the policy.

Additional Coverage	Limits of Insurance
Asbestos Clean Up	\$50,000
Airborne/Waterborne Personal Property Coverage	INCLUDED
Backup of Sewers and Drains	INCLUDED
Broadened Water Coverage	\$100,000 or Limit of Ins. Whichever is Less
Claim Data Expense	\$25,000
Commandeered Property	Actual Loss You Sustain
Communication Equipment, Computers and Media	\$75,000
Debris Removal	INCLUDED
Deductible: Waiver of Multiple Property Deductibles	INCLUDED
Disappearing Deductible	INCLUDED
Extra Expense	\$250,000
Fine Arts	\$25,000
Fire Department Service Charge	\$25,000
Fire Extinguisher Recharge Expense	\$5,000
Flood (Limit is Excess of any available limits from the NFIP)	\$1,000,000
Food Contamination Shutdown - Planned Events Spoilage	\$10,000
Glass (Subject to covered causes of loss and the policy deductible)	INCLUDED
Inflation Endorsement	INCLUDED
Lock Replacement Coverage	\$1,000

Additional Coverage (Con't)	Limits of Insurance (Con't)
Extended Loss of Income	Actual Loss You Sustain
Loss of Income – Broadened Water	\$100,000
Money, Securities and Stamps: Inside Outside	\$10,000 \$10,000
Newly Acquired or Constructed Property: Building Business Personal Property	\$1,000,000 \$500,000
Non-owned Detached Trailers	\$5,000
Outdoor Fences	Actual Loss You Sustain
Exterior Signs	Actual Loss You Sustain
Outdoor, Trees, Shrubs and Plants	Actual Loss You Sustain (Subject To A Limitation of \$10,000 Per Tree, Shrub or Plant)
Personal Effects and Personal Property of Others	\$10,000
Pollutant Cleanup and Removal	\$25,000
Pollutant Cleanup and Removal - Planned Events	\$10,000
Premises Extension Property	1,000 Feet
Preservation of Property	INCLUDED
Property Off - Premises	Actual Loss You Sustain
Property in Transit	\$10,000
Refrigerated Property	Actual Loss You Sustain
Roof Protection	\$1,000
Specified Appurtenant Structures: Public Use Your Use Contents	\$100,000 \$10,000 \$1,000
Transportation	Actual Loss You Sustain
Unscheduled Personal Property	\$10,000
Utility Services - Direct Damage	Actual Loss You Sustain
Utility Services - Planned Events	Actual Loss You Sustain

NYMIR RISK MANAGEMENT PROGRAM

The NYMIR Risk Management Program is designed specifically for municipalities – created to address the loss exposures unique to local governments. NYMIR subscribers receive the following services free of charge:

1. **Annual Inspections.**
A risk assessment of the municipality's facilities, operations and activities is done every year for each subscriber. A report listing *practical* suggestions for improving safety and loss control is then generated.
2. **Special Inspections.**
Additional visits to evaluate specific areas (e.g. sidewalks, equipment, and parks) are scheduled as requested by subscribers.
3. **Certificate of Insurance/Contract/Bid Specifications Review.**
NYMIR Risk Management helps subscribers reduce the costs of claims by assisting subscribers and brokers transfer risk through the use of insurance certificates and indemnification language. These transfers typically involve users of facilities, contractors and transportation companies.
4. **Local Training.**
NYMIR Risk Management Consultants conduct customized training at subscribers' locations. Popular sessions include custodial safety training, sexual harassment and the National Safety Council's Defensive Driving Program.¹
5. **Attendance at Subscriber Safety Committees.**
NYMIR Risk Management Consultants attend safety committees throughout New York State, providing technical assistance and resource material.
6. **Risk Management Consulting Services.**
Subscribers have unlimited access to NYMIR Risk Management Consultants to answer questions or conduct research concerning physical hazards, municipal activities, procedures, transportation, etc.
7. **NYMIR Regional Seminars.**
NYMIR sponsors regional seminars throughout New York State to address current trends and legal issues that create potential loss exposures for local governments. Topics include:
 - Employment Practices Liability
 - Playground / Recreational Liability
 - Motor Vehicle Accident Prevention
 - Law Enforcement Liability
 - Risk Transfer
 - Sexual Harassment Issues
8. **NYMIR Land Use Program**
A nine-chapter home study course designed for Zoning Board members written by the Land Use Center at Pace University Law School.

¹ Expenses and required fees are charged for the Defensive Driving Program only.

Village of Brockport
 49 State Street
 Brockport, NY 14420

Policy Number:

Effective Date: 05/01/2013

Expiration Date: 05/01/2014

New York Municipal Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of Municipal Administrator:

Date:

Location	Building	Address	Building Value	Contents Value
1 - 1	Village Hall Offices	49 State Street Brockport, NY 14420	\$712,998	\$166,792
2 - 1	Works Garage Bldg 1	38 East Avenue Brockport, NY 14420	\$1,083,234	\$131,856
2 - 2	Storage Bldg 3	38 East Avenue Brockport, NY 14420	\$80,907	\$9,506
2 - 3	Storage	38 East Avenue Brockport, NY 14420	\$50,000	\$15,000
2 - 4	Pole Barn	38 East Avenue Brockport, NY 14420	\$69,349	\$25,000
2 - 5	Salt Barn - Bldg 6	38 East Avenue Brockport, NY 14420	\$71,288	\$10,000
2 - 6	Diesel Tank Shed	38 East Avenue Brockport, NY 14420	\$1,155	\$0
2 - 7	Pole Barn - Bldg 2	38 East Avenue Brockport, NY 14420	\$50,000	\$25,000
2 - 8	Storage - Bldg 5	38 East Avenue Brockport, NY 14420	\$6,571	\$4,820
2 - 9	Gas Tank Shed	38 East Avenue Brockport, NY 14420	\$1,125	\$0
2 - 10	Storage	38 East Avenue Brockport, NY 14420	\$3,375	\$0
2 - 11	Salt Barn	38 East Avenue Brockport, NY 14420	\$90,000	\$0
3 - 1	Police Department	1 Clinton Street Brockport, NY 14420	\$789,606	\$144,804
3 - 2	Storage	1 Clinton Street Brockport, NY 14420	\$1	\$1
4 - 1	Welcome Center	11 Water Street Brockport, NY 14420	\$200,000	\$1,000
Totals			\$3,209,609	\$533,779
			TIV @	100%
				\$3,743,388

Standard Terms and Conditions for US Property & Casualty Retail Accounts

Please note the following terms and conditions related to your decision to utilize Willis to purchase insurance coverage, products and/or services:

Services and Responsibilities

The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any material changes in your business operations that may affect our services or the insurance coverages we place for you. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally at renewal of your existing coverage and upon placement of new lines of coverage. Willis will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information.

We will assess the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We cannot, however, guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the carrier may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.

The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, prepare or forward insurance binders, and review and transmit policies to you.

If your insurance risks are in more than one jurisdiction, we, where required, will liaise between you and insurers to agree how to apportion the premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis is acting in its capacity as an insurance broker. You

should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

We will review all binders, policies and endorsements for the purpose of confirming their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such policies. You agree that you will also review all such documents and advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

We will meet, as requested by you, with your representatives to explain coverage and policies. We will promptly respond to your requests for coverage information, analysis of changing market conditions, and assistance in reporting subsequent changes in information to insurance companies and service providers.

In our capacity as insurance brokers, we do not provide legal or tax advice. We encourage you to seek any such advice you want or need from competent legal counsel or tax professionals.

Confidentiality

We will treat information you provide us in the course of our professional relationship as confidential and will use it only in performing services for you, except as directed by you or stated herein. We may share this information with third parties as may be required to provide our services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We may share this information with other affiliated Willis companies in order to help provide our services and for matters connected with the management, development or operation of our and their business, and to the extent we do so, any such affiliated Willis companies will also keep your information confidential subject to our agreement with you. By providing us with data, you agree and represent that you are fully authorized to possess that data and to provide it to us, and further that we are fully authorized to obtain, maintain, process and transfer such data in a commercially reasonable manner and as we reasonably deem advisable in order to provide our services. You also agree that we may aggregate and anonymise your information and may disclose to third parties certain anonymised or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an anonymised basis and as part of an industry or sector-wide comparison. In our use of the information that you provide us, we agree that we will comply with all applicable privacy laws, and that we have implemented and

will maintain commercially reasonable and appropriate security measures in order to protect sensitive information from unauthorized use or disclosure. Records you provide us will remain your property and will be returned to you upon request, although we will have the right to retain copies of such records to the extent required in the ordinary course of our business or by law. You will treat any information we provide to you, including data, recommendations, proposals, or reports, as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all of our proprietary computer programs, systems, methods and procedures and to all files developed by us.

Willis represents and warrants that, with respect to the personal information of any Massachusetts resident, (1) it has and is capable of maintaining appropriate security measures to protect Personal Information consistent with 201 CMR 17.00 and any applicable federal regulations; and (2) as of the Agreement Effective Date, it has and will at all times during the term of this Agreement, maintain a comprehensive written information security program that complies with applicable privacy and data security laws. Willis's information security program shall contain at least the following:

- Reasonable restrictions upon physical access to records containing personal information and storage of such records and data in locked facilities, storage areas or counters.
- Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
- Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
- Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices related to protection of personal information.

Carrier Quotes

The quotes we have provided to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

A carrier quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the carrier(s) at issue.

Compensation and Disclosure

Willis is an insurance producer licensed to do business worldwide, including in all 50 states and the District of Columbia. Insurance producers are authorized by their license to work with insurance purchasers and discuss the benefits and terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of an insurance producer in any particular transaction involved one or more of these activities.

Upon request, Willis will provide you with additional information about the compensation Willis expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

To the extent Willis is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless we negotiate a different commission percentage with you.

Willis negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. These negotiated rates are detailed at: : <http://www.willis.com/About Willis/The Willis Way/Commission Rates/>.

WillPLACE, a proprietary online tool, provides Willis brokers with access to global placement information so that we can seek to develop solutions for you with appropriate markets at competitive prices and terms. Some insurers pay Willis an Administration and Maintenance Fee for reporting on their book of business. Some of these insurers pay Willis an additional fee equal to 1% of the premium cost for placements matched through the WillPLACE system. Any insurer payments related to the WillPLACE system will not increase the cost of your insurance.

Willis develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers pay an administration fee to participate in the

panel process. Your Willis broker will provide you with additional information on Willis Panels upon request.

Where permitted by applicable law, Willis may assess a policy service fee. The fee is on a per-policy basis and is calculated on the premium amount. The policy service fee is compensation to Willis for such value-added services and resources including dedicated industry practices, technical resources, placement support and our strategic outcomes practices. The fee is not required by any insurer or regulator, nor is it included in the premium charged. It will be listed separately on your invoice. It is not necessary to procure a policy to obtain many of these and other services on a consultancy basis for a separate fee.

In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

In the ordinary course of business we may also receive and retain interest on premiums you pay from the date we receive the funds until we pay them to the insurers or their intermediaries, or until we return them to you after we receive such funds.

Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may provide services to insurers for some insurance products. These services may include (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; or (c) managing lineslips for insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers.

We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we shall inform you and disclose the compensation payable to Willis in connection with the placement of the insurance coverage.

We may also provide reinsurance brokerage services to insurers with which your coverage is placed pursuant to separate agreements with those insurers. We may be compensated by the insurers for these services in addition to any commissions we may receive for placement of your insurance coverages.

Subsidiaries of Willis North America Inc are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these terms.

Premium Financing

You may choose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available, but where they are, Willis currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

Premium Payment/Handling of Funds

You agree to provide immediately available funds for payment of premiums by the payment dates specified in the insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. We will not be responsible for any consequences

that may arise from any delay or failure by you to pay the amount payable by the indicated date.

We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases we may transfer your funds directly to insurers. In other cases we may be required to transfer your funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for you.

Surplus Lines Placements

If a surplus lines, non-admitted and/or non-licensed insurer was used to quote your coverage, their premium rates, coverage terms and policy forms are not regulated by your home state. Their premium is subject to a surplus lines premium tax which is in addition to the premium. In the event of insolvency you will not be indemnified by any state guaranty fund for unpaid claims.

Claims

We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

Ethical Business Practice

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with all applicable laws, regulations, and rules.

Sanctions

The sanctions profile of different business(es) may differ on the basis of a number of complex factors. Whether a sanctions program applies to you depends on a number of factors, including your ownership structure, control, location, and the nationality of your employees. In certain circumstances, the United States and other countries prohibit or restrict companies from conducting business in certain jurisdictions (e.g. Cuba), and can sanction companies who conduct such business. We cannot advise on the applicability of sanctions programs either to you or to insurers nor can we guarantee or otherwise warrant the position of any insurer under existing or future sanctions programs. You should take legal advice as you deem appropriate in this regard.

We will comply with all applicable sanctions programs and you are advised that, where obliged by law, we may have to take certain actions, including freezing of funds held on behalf of parties and individuals as required by sanctions programs.

Intellectual Property

Willis shall own and retain all right, title, and interest in and to the following (collectively, "Willis Property"): (i) all software, hardware, technology, documentation, and information provided by Willis in connection with the Claim and Risk Control Services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Willis during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Accordingly, all rights in the Willis Property are hereby expressly reserved.

Electronic Communication

We agree that we may communicate with each other from time to time by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication you and we accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). We each agree, however, that we will employ reasonable virus checking procedures on our computer systems, and we will each be responsible for checking all electronic communications received for viruses. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidentiary standing of an electronic document, and the Willis system shall be deemed the definitive record of electronic communications and documentation.

Please note that our system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not get through to us; and no message will be sent to tell you they have been blocked. If you intend to send us emails with attachments, please verify with us in advance that our system will accept the proposed form of attachment.

Other Agreements

To the extent there is a conflict between these terms and conditions and a separately negotiated and signed agreement between you and Willis, the relevant portions of the signed agreement will control.

Severability

The provisions of this agreement shall be severable and, in the event any provision or portion of any provision shall be construed by any court of competent jurisdiction to be invalid, the same shall not invalidate any other provision of this agreement or the remainder of the enforceable portion of the provision.

Termination

In the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will process all remaining deposit premium installments on policies in effect at the time of termination. Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, it may be mutually agreed that we will provide services in these areas after the termination of our relationship for mutually agreed additional compensation. The obligations set forth under "Confidentiality" above shall survive any termination of the agreement.

Choice of Law

Our agreement for services shall be governed by and construed in accordance with the laws of the state in which our office is located.

Inquiries and Complaints

Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your account or contact the head of our office. Alternatively, you may call 1-866-704-5115, the toll free number we have set up exclusively for client feedback and complaints.

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

SUBSCRIBER'S AGREEMENT

Agreement entered into this ____ day of _____, 20__, by and among the _____ ("Subscriber"); and THE NEW YORK MUNICIPAL INSURANCE RECIPROCAL ("Insurer"); and THE NEW YORK STATE LOCAL GOVERNMENT SERVICES FOUNDATION ("Attorney-In-Fact"), for purpose of forming a municipal reciprocal insurer ("the Insurer") pursuant to Article 61 of the New York State Insurance Law.

IT IS AGREED:

1. Membership Eligibility

1.1 Subscribers to the Insurer shall be New York State counties, towns, villages, cities and district corporations (as defined in Section 2.00 of the New York State Local Finance Law).

1.2 No one may become a Subscriber of the Insurer without the approval of a majority of the Board of Governors of the Insurer, provided such is done in accordance with the guidelines for accepting risks as set forth in the New York Insurance Law, and standards of insurability filed with and approved by the New York State Superintendent of Insurance.

1.3 Each Subscriber, as a condition of continuing insurance, shall participate in such risk management programs as may be established by the Attorney-In-Fact with the approval of the Board of Governors.

2. Establishment of the Board of Governors

2.1 There shall be a Board of Governors, which shall be the advisory committee required and defined by Article 61 of the Insurance Law. The Board of Governors shall consist of not less than nine (9) members, each of whom shall be an elected official or management employee of a Subscriber. The terms of the original Board of Governors shall be staggered, with one-third of the Board (chosen at random) serving for one year, one-third serving for two years, and one-third serving for three years. The original Board of Governors

shall be elected at a special meeting of the subscribers held prior to the licensing of the Insurer. Thereafter, at each annual meeting of Subscribers, the successors to members of the Board of Governors whose terms expire that year shall be selected for a term of three (3) years. At any annual meeting of Subscribers, the Subscribers may increase or decrease the size of the Board of Governors; provided that there shall in no event be fewer than nine members.

2.2 Each Subscriber shall have one vote to be cast for the election of a member of the Board of Governors.

2.3 A majority of the members of the Board of Governors shall constitute a quorum for the transaction of business. The Board of Governors shall in all cases act only by vote of a majority of its authorized membership.

2.4 In the event that the Insurer shall for any reason terminate the grant of insurance to a subscriber whose representative is a member of the Board of Governors, such person shall automatically cease to be a member of the Board of Governors.

2.5 In the event that a vacancy occurs on the Board of Governors more than 45 days prior to any annual meeting of Subscribers, then the Board of Governors may appoint a successor to serve until the following annual meeting. Any unexpired balance of the term of such vacant position shall then be filled by vote of the Subscribers at the annual meeting.

2.6 The Board of Governors shall have four quarterly meetings each year, including the annual meeting.

2.7 No member of the Board of Governors shall, as such, incur any personal liability for damages or loss of any kind, from any cause, except as may be incurred by reason of members own malfeasance, or as otherwise required by law.

3. Powers and Duties of the Board of Governors. The Board of Governors shall have full power, authority and discretion to:

3.1 Adopt any and all rules and regulations for the Insurer, and the Attorney-In-Fact, not inconsistent with this Agreement or the New York Insurance Law.

3.2 Establish policies for the Attorney-In-Fact to ensure the effective control and custody of funds, investments, moneys and other assets of the insurer.

3.3 Determine the types of coverage risks to be offered by the Insurer.

- 3.4 Suspend, remove or terminate the Attorney-In-Fact for good cause.
- 3.5 Establish and maintain a reserve for contingencies, to be accumulated out of income, and used at its discretion for the benefit of the Insurer.
- 3.6 Establish a schedule for reimbursement of expenses and other fees.
- 3.7 Establish and appoint subcommittees to consist of at least three members of the Board of Governors.
- 3.8 Establish the times and places of its meetings.
- 3.9 Elect its officers, which shall include a chair.
- 3.10 Provide for the custody and keeping of all securities owned by the Insurer and all moneys received by the Attorney-In-Fact for the account of the Insurer, after deduction of the reasonable and necessary expenses of the Board of Governors and the Attorney-In-Fact, and to expend those funds necessary to meet fees, taxes, losses, surplus, expenses, and liquidation of Subscriber's accounts.
- 3.11 Select, as may be necessary, all management and consulting companies, including independent auditors, to examine the books and accounts of the Insurer.
- 3.12 Select and appoint a successor to the Attorney-In-Fact by executing in Subscriber's name and on Subscriber's behalf such power of attorney, designation or other instrument as may be necessary or proper to enable the successor to act as Attorney-In-Fact, with all the powers and authority needed by it, subject to the approval of the New York State Superintendent of Insurance.
- 3.13 Determine what acts or omissions shall constitute cause for disqualification of any Subscriber, and adopt regulations governing the closing or liquidation of the account of any Subscriber so disqualified.
- 3.14 Establish procedures to:
 - 3.14.1 Promote loss control, safety programs and other methods of risk management.
 - 3.14.2 Develop equitable risk classifications.
 - 3.14.3 Develop uniform record keeping.
 - 3.14.4 Prevent any conflicts of interest between the

Attorney-In-Fact and the Insurer.

3.15 Establish the compensation for the Attorney-In-Fact, and enter into a contract with the Attorney-In-Fact.

3.16 Authorize the borrowing of funds by the Insurer, whether by surplus loan or otherwise, as permitted by law, and to enter into security and other agreements ancillary to such borrowings, as permitted by law.

3.17 To carry out all such other acts as may be necessary and consistent with this Agreement and the New York Insurance Laws and regulations.

4. Authorization to Attorney-In-Fact. Subscriber appoints and authorizes the Attorney-In-Fact, to:

4.1 Execute assessable policies of insurance in its name on Subscriber's behalf.

4.2 Act for and bind the Subscriber in the transactions relating to or arising out of the operations of the Insurer, subject to lawful limitations. Enter into contracts and execute such other documents as necessary under this agreement.

4.3 Issue policies of insurance, as permitted by law, to Subscribers only. As directed by the Board of Governors; modify, delete, or cancel, all or any portion of any such policy or policies.

4.4 Reinsure any portion of any policy or policies of insurance issued by the Insurer, as permitted by law. The Board of Governors is to give prior approval to all such contracts and documents to be executed by the Attorney-In-Fact.

4.5 Pursuant to directive of the Board of Governors, defend, institute, or prosecute any law suit or other legal proceeding in which a Subscriber is a party, and to compromise and/or settle all suits or proceedings in accordance with the terms of the policies issued by the Insurer.

4.6 Pursuant to directive of the Board of Governors, bring suit, in its own name or otherwise, to enforce payment of any premium or assessment due to the Insurer should a Subscriber fail to immediately comply with a request to make any such payment.

4.7 Accept service of summons or other legal process in any action, suit or proceeding arising as a result of any contract, agreement or transaction of the Insurer, and such

service upon the Attorney-In-Fact, or on any other person so appointed by the Attorney-In-Fact shall be equivalent to personal service of such summons or other legal process on each and every subscriber.

4.8 Charge against Subscriber's account, and pay from it, Subscriber's proportionate share of (a) any assessment lawfully ordered or levied by the Board of Governors or by the Superintendent of Insurance under Article 74 of the New York Insurance Laws; and (b) all losses sustained for other obligations, including but not limited to borrowings and other indebtedness, for both principal and interest, incurred by the Insurer; and (c) all taxes, fees, expenses and other operating costs incurred by the Insurer.

4.9 Notwithstanding any of the foregoing, the Board of Governors is to give prior approval to all contracts and documents to be executed by the Attorney-In-Fact other than those related to day to day business operations, and the Attorney-In-Fact at all times shall be subject to the supervision and regulations of the New York Department of Insurance and all other applicable laws and regulations.

5. Powers and Duties of Attorney-In-Fact. The Attorney-in-Fact derives all of its authority from the Board of Governors and the New York Insurance Laws. The Attorney-In-Fact shall:

5.1 Enter into contracts with service companies to assist the Attorney-In-Fact and the Board of Governors in the performance of their duties under this Agreement, and under the policies of insurance issued by the Insurer. The Board of Governors is to give prior approval to all service contracts to be executed by the Attorney-In-Fact.

5.2 Maintain a separate account in each Subscriber's name, tracking all financial transactions in which each Subscriber is involved pursuant to this Agreement.

5.3 Annually, or as otherwise directed by the Board of Governors, render to each Subscriber a statement showing a summary of collective transactions of the Insurer and also a statement of each Subscriber's separate account.

5.4 Deliver to the Board of Governors its bond in such form and amount as shall be approved by the Board.

5.5 Keep a record of current Subscribers which, during its office hours, shall be

available for inspection by Subscribers.

5.6 Before resigning, give to the Board of Governors at least 90 days' prior written notice of its intention to do so.

5.7 With the approval of the Board of Governors, and in accordance with the New York Insurance Law, establish, promote and manage a risk management program among each of the Subscribers.

6. Subscriber Meetings and Powers

6.1 There shall be an annual meeting of Subscribers to be held in such place within New York State as may be designated by the Board of Governors by written notice.

6.2 Each Subscriber shall receive written notice of the time, place, and agenda of the annual meeting to be mailed by first class mail at least 20 days prior to the date set forth for such meeting.

6.3 At each annual meeting, each Subscriber shall have one vote as to any matter which the Board of Governors directs shall be put to vote.

6.4 Special meetings of Subscribers may be called by resolution of the Board of Governors, or upon the written request of no fewer than one-third of the Subscribers, by written notice given in the same manner as notice of an annual meeting. Each Subscriber shall have one vote as to any matter which may properly be considered at such special meeting.

6.5 A majority of all Subscribers shall constitute a quorum at any annual or special meeting. Candidates for the Board of Governors shall be elected by plurality vote, and all other proposals shall require a majority vote of those present.

6.6 A Subscriber may be counted towards a quorum, and vote by written proxy, at any annual or special meeting; provided that no proxy shall be voted except as to matters specifically identified therein.

7. Policies of Insurance.

7.1 A policy or policies of insurance shall be granted by the Insurer to each Subscriber upon application by the Subscriber and approval by the Insurer.

7.2 For each policy of insurance issued by the Insurer, and in force as of any date,

each Subscriber shall underwrite an amount which equals that proportion which the individual Subscriber's own earned premium bears to the total earned premiums of all such underwriting.

7.3 Subscriber assumes its proportionate share of all operating expenses, and underwriting liability on policies of insurance which the Insurer has granted, or may in the future grant, but such liability, and any other the Attorney-In-Fact is authorized to incur on Subscriber's behalf, shall in every case be several and not joint with other Subscribers.

7.4 No Subscriber shall be or become liable for any default, failure or neglect on the part of any other Subscriber.

7.5 Each policy of insurance shall state, as does this Subscription Agreement, that any policies issued by the Insurer shall not be subject to coverage by the Property/ Casualty Insurance Security Fund and shall not be subject to the provisions of Article 76 of the New York Insurance Law and as a result of such lack of coverage, and as a result of the inapplicability of Article 76, each Subscriber shall be unlimitedly contingently liable on a several basis for any assessment which may be made in accordance with the New York Insurance Law.

7.6 In accordance with the New York Insurance Law, the Attorney-In-Fact, with the approval of Board of Governors, and within such times as the New York State Superintendent of Insurance prescribes, may order assessments in a manner determined by the Board of Governors for amounts to provide: (a) sufficient funds to make good any impairment (as defined by law); (b) sufficient funds to provide any surplus required by the Superintendent of Insurance or authorized by the Board of Governors; and (c) sufficient funds to permit the repayment of any surplus loan or other borrowing; and that in accordance with the New York Insurance Laws, each Subscriber shall pay on demand such Subscriber's proportionate share of any assessment lawfully ordered or levied by the Board of Governors or the New York State Superintendent of Insurance under Article 74 of the New York Insurance Law.

7.7 Subscriber agrees to comply with all provisions of the Risk Management program established by the Board of Governors and acknowledges that subscriber may be canceled or required to pay increased premium as a result of non-compliance.

8. Subscriber's Accounts. Subscriber's Accounts shall be administered as follows:

8.1 The Attorney-In-Fact, in addition to the books of account of the collective transactions of all subscribers of the Insurer, shall keep and maintain a separate account for each individual Subscriber setting forth the entries determining the operating reserve, if any, of such Subscriber.

8.2 Each Subscriber's account shall be credited with the premiums earned by it as an underwriter on all policies issued by the Insurer, and charged with its proper share of all losses incurred under such policies as well as with the expenses incurred by the Insurer.

8.3 Underwriting earnings, and interest income from investments of the Insurer, shall be apportioned and credited to Subscribers based on the percentage of the individual subscribers earned premium to the total earned premium.

8.4 Investments will be as permitted by applicable sections of New York Insurance Law and are further restricted to:

(a) time deposit accounts or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York that are secured by a pledge of:

(i) obligations of the United States,

(ii) any obligation fully guaranteed or insured as to interest and principal by the United States acting through an agency, subdivision, department or division thereof,

(iii) obligations of the State of New York, or

(iv) obligations of any municipality, school district or district corporation of the State of New York,

(b) obligations of the United States, whether or not subject to a repurchase agreement, and

(c) obligations of the State of New York, whether or not subject to a repurchase agreement.

9. SUBSCRIBER'S OPERATING RESERVE Pursuant to Section 6109 of the New York State Insurance Law:

(a)(1) Every subscriber must accumulate a minimum operating reserve by authorizing

the Attorney-In-Fact to credit to the subscriber's account an amount not less than one quarter of such subscriber's underwriting earnings during the fiscal year.

(2) Such accumulation will continue until the subscriber's operation reserve is at least twice the amount of annual premiums in force.

(3) The superintendent may approve other methods for accumulating the subscriber's operating reserve upon application from the Attorney-In-Fact.

(b) A reciprocal may require its subscribers to accumulate operating reserves in excess of the minimum specified above, pursuant to the terms of the subscriber's agreement and to any action of the advisory committee.

(c)(1) No subscriber shall have a secured or preferred claim against the reciprocal's assets arising out of the operating reserve, and payments of claims and creditors will have preference to any claim for withdrawal by a subscriber.

(2) Upon withdrawal from membership, and after giving 60 days written notice of withdrawal to the Attorney-In-Fact, a subscriber may withdraw the amount of his operating reserve less such surrender charges provided for in the subscriber's agreement.

(3) No withdrawal is permitted after an order of liquidation of, or appointment of a receiver of liquidating trustee for, the reciprocal.

10. Revocation

10.1 Subscriber reserves the right to revoke this Agreement and the power of attorney at the end of any policy year upon sixty day's written notice to the Attorney-In-Fact. As of such date, such Subscriber shall cease to assume any liability as an insurer in any policy of insurance thereafter issued by the Insurer and the Subscriber's liability as an insurer in all policies of insurance issued prior thereto shall terminate with respect to occurrences after such date. Subscriber remains liable as an insurer on all policies issued prior to the date of revocation with respect to occurrences prior to such date, such liability being discharged by the surrender of its operating reserve pursuant to this Agreement, and by way of any assessment which may be levied in accordance with this Agreement. If it is determined by the Attorney-In-Fact that the Subscriber's share of liability for losses, expenses and assessments is less than its operating reserve, such reserve, less surrender charges, will be returned. Subscriber's

revocation of this Agreement shall be construed as simultaneously ordering cancellation of all outstanding policies of insurance granted by the Insurer. The provisions of this Section shall be applicable in the case of any withdrawal, whether voluntary or at the direction of the Insurer. Subscriber acknowledges and represents that it releases any claims or demands against the Insurer for return of its surplus contribution and subordinated loan payments and as otherwise determined by the Board of Governors.

10.2 Within one year after receipt of notice of revocation, all amounts in Subscriber's separate account, other than the amount accumulated as an Operating Reserve or as may be assessed by levy, shall be paid to Subscriber, upon approval by the New York State Insurance Department. Thereafter, such Subscriber's proportionate share of earnings, if any, for the period of time for which it was a Subscriber during the year in which it revoked this Agreement, shall be determined and paid in accordance with this Agreement.

11. Ownership of Documents. The license of the Insurer, and all other papers, books, records, furniture and other equipment used in conducting the business of such Insurer, are and shall remain the property of the Subscribers.

12. Surplus Contribution and Subordinated Loan Payments.

12.1 Notwithstanding any surplus funds received by the Insurer pursuant to subordinated loan agreements, each Subscriber shall be obligated to pay such initial surplus as required by Section 6102(e) of the New York Insurance Laws in accordance with such plan as developed by the Board of Governors.

12.2 Each subscriber shall be severally liable for such assessments as the Board of Governors shall levy, for the purpose of meeting the repayment terms of any subordinated loan agreements, should the insured be unable to satisfy such obligations out of its surplus.

13. Previous Agreements. This Agreement and the power of attorney granted by it shall supersede all previous agreements and powers of attorney, if any, executed by Subscriber.

14. Miscellaneous.

14.1 Any personal pronoun used to refer to the Attorney-In-Fact shall apply regardless of whether the Attorney-In-Fact is a firm, corporation, not-for-profit foundation or one or more individuals.

14.2 The power of attorney granted by this Agreement shall be and is strictly limited to uses contemplated by and expressed in this Agreement and no other.

14.3 Subscriber shall fully and faithfully carry out, execute, and perform all requests in which the Board of Governors and the Attorney-In-Fact shall by virtue of this Agreement bind Subscriber, and in the same manner, Subscriber ratifies and confirms all that the Board of Governors and the Attorney-In-Fact may lawfully do or cause to be done by virtue of this Agreement.

14.4 Any reference to a specific section or article of the New York Insurance Law shall be deemed to refer to the then current section or article or its equivalent or any amendment or addition or deletion thereof, if any. The Board of Governors shall be authorized to issue a correction or memorandum concerning any such changes made in the law.

15. Amendment.

This Subscription Agreement may be changed, amended, or modified only in accordance with Section 6107(d) of the New York Insurance Laws.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hand the ____ day of _____, 20__.

Subscribing Municipality

By:

Title:

STATE OF NEW YORK

ss:

COUNTY OF

On the ___ day of _____, 20__, before me personally came _____, to me known to be the individual described in and who executed the foregoing Subscriber's Agreement, and acknowledged that _____ executed the same.

Notary Public

My commission expires:

TO BE SIGNED BY ATTORNEY-IN-FACT

THE NEW YORK STATE LOCAL GOVERNMENT SERVICES FOUNDATION, INC.

By:

Title:

State of New York

County of _____ ss:

_____ being duly sworn, deposes and says that he is the _____ of the _____ (Municipality) and is an officer of the municipality. Deponent further states that he is familiar with the financial condition of the municipality and with its assets and liabilities and that the _____ (Municipality) has assets, in its own right, in an amount not less than fifty thousand dollars in excess of liabilities.

(Signature & Title)

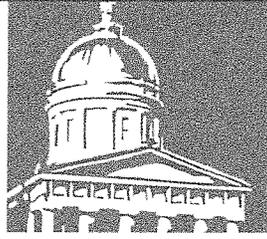
Sworn to before me this
_____ day of _____, 20__.

Notary Public

Rev. 08/06

ALBANY COEYMANS *COHOES GREEN ISLAND KNOX NEW SCOTLAND ALLEGANY (c)ALLEGANY ALMA ALMOND <i>ALMOND</i> BELFAST BIRDSALL BOLIVAR <i>BOLIVAR</i> CENTERVILLE GENESEE GRANGER GROVE <i>RICHBURG</i> WELLSVILLE WIRT BROOME BARKER BINGHAMTON CONKLIN <i>DEPOSIT</i> DICKINSON (BROOME) FENTON LISLE MAINE NANTICOKE SANFORD VESTAL <i>WHITNEY POINT</i> CATTARAUGUS ALLEGANY COLDSRING HINSDALE LYNDON CAYUGA *AUBURN & AUBURN INDUSTRIAL DEVELOPMENT AGENCY AURELIUS <i>AURORA</i> BRUTUS CATO <i>CATO</i> (c)CAYUGA CAYUGA CONQUEST <i>FAIR HAVEN &</i> <i>GENOA &</i> <i>IRA</i> LEDYARD MENTZ <i>MERIDIAN</i> MONTEZUMA OWASCO <i>PORT BYRON</i> SCPIO SEMPRONIUS SPRINGPORT STERLING THROOP <i>UNION SPRINGS</i> VENICE VICTORY <i>WEEDSPORT</i> CHAUTAUQUA CARROLL CHARLOTTE (c)CHAUTAUQUA *JAMESTOWN MAYVILLE NORTH HARMONY PORTLAND WESTFIELD CHEMUNG ASHLAND BALDWIN CATLIN CHEMUNG ERIN MILLFORT VAN ETTEN VETERAN CHENANGO AFTON <i>AFTON</i> BAINBRIDGE (c)CHENANGO COLUMBUS COVENTRY EARLVILLE GERMAN GREENE <i>GREENE</i> LINCKLAEN NORTH NORWICH *NORWICH NORWICH OTSELIC & SOUTH OTSELIC WATER DISTRICT OXFORD	<i>OXFORD</i> PITCHER PRESTON SMYRNA <i>SMYRNA</i> CLINTON AUSABLE CHAMPLAIN (c)CLINTON PLATTSBURGH AND TOWN OF PLATTSBURGH LDC TOWN OF COLUMBIA AUSTERLITZ CANAAAN CHATHAM CLERMONT GERMANTOWN GHENT HILLSDALE KINDERHOOK <i>KINDERHOOK</i> LIVINGSTON NEW LEBANON <i>PHILMONT</i> STUYVESANT TAGHKANIC CORTLAND CINCINNATUS *CORTLAND CUYLER FREETOWN HARFORD LAPEER MARATHON <i>MARATHON</i> PREBLE SCOTT TAYLOR VIRGIL DELAWARE BOVINA (c)DELAWARE DELHI & DEPOSIT HAMDEN & HAMDEN WATER DIST HANCOCK <i>HANCOCK</i> <i>MARGARETVILLE</i> MIDDLETOWN ROXBURY <i>SIDNEY</i> STAMFORD <i>STAMFORD</i> TOMPKINS WALTON DUTCHESS AMENIA CLINTON DOVER EAST FISHKILL FISHKILL <i>FISHKILL</i> HYDE PARK LAGRANGE MILAN RED HOOK <i>RED HOOK</i> RHINEBECK STANFORD TIVOLI ERIE <i>ANGOLA & ANGOLA</i> <i>VOLUNTEER FIRE CO.</i> CLARENCE HOLLAND NORTH COLLINS NORTH COLLINS SARDINIA ESSEX CROWN POINT (c)ESSEX NEWCOMB TICONDEROGA WILMINGTON FRANKLIN BELLMONT BOMBAY BRANDON BRIGHTON (FRANKLIN) <i>BRUSHTON</i> CHATEAUGAY CONSTABLE DICKINSON (FRANKLIN) FORT COVINGTON (c)FRANKLIN FRANKLIN (FRANKLIN COUNTY) <i>MALONE</i> MALONE & MOIRA <i>SARANAC LAKE</i> TUPPER LAKE <i>TUPPER LAKE</i> FULTON BLEECKER	CAROGA <i>DOLGEVILLE</i> EPHRATAH (c)FULTON *GLOVERSVILLE *JOHNSTOWN JOHNSTOWN MAYFIELD <i>MAYFIELD</i> NORTHAMPTON <i>NORTHVILLE</i> OPPENHEIM PERTH STRATFORD GENESEE BATAVIA BERGEN & BERGEN FIRE DISTRICT BETHANY BYRON (c)GENESEE OAKFIELD <i>OAKFIELD</i> PAVILION GREENE <i>ATHENS</i> HALCOTT HUNTER <i>HUNTER</i> JEWETT LEXINGTON HAMILTON ARIETTA BENSON INLET LAKE PLEASANT LONG LAKE <i>SPECULATOR</i> HERKIMER <i>COLD BROOK</i> COLUMBIA FRANKFORT <i>FRANKFORT</i> (c)HERKIMER <i>HERKIMER</i> ILION LITCHFIELD MANHEIM <i>MIDDLEVILLE</i> NEWPORT POLAND SALISBURY SCHUYLER WEBB <i>WEST WINFIELD</i> JEFFERSON ADAMS <i>ADAMS</i> BROWNVILLE <i>BROWNVILLE</i> CAPE VINCENT CAPE VINCENT CHAMPION ELLISBURG <i>ELLISBURG</i> GLEN PARK HENDERSON LORRAINE MANNVILLE ORLEANS PHILADELPHIA <i>PHILADELPHIA</i> RODMAN RUTLAND WILNA LEWIS <i>COPENHAGEN</i> DENMARK GREIG HARRISBURG <i>HARRISVILLE</i> <i>LYONS FALLS</i> LYONSDALE MARTINSBURG OSCEOLA PINCKNEY LIVINGSTON AVON CALEDONIA <i>CALEDONIA</i> CONESUS <i>DANSVILLE</i> GENESEO <i>GENESEO</i> LIMA (c)LIVINGSTON LIVONIA NORTH DANSVILLE OSSIAN SPARTA SPRINGWATER WEST SPARTA MADISON CAZENOVIA DERUYTER DERUYTER	EATON GEORGETOWN HAMILTON HAMILTON LEBANON LENOX MADISON MORRISVILLE NELSON MONROE BRIGHTON (MONROE) CLARKSON HAMLIN PARMA WHEATLAND MONTGOMERY *AMSTERDAM FLORIDA FONDA <i>FORT PLAIN</i> HAGAMAN MINDEN NELLISTON PALATINE ST. JOHNSVILLE <i>ST. JOHNSVILLE</i> NASSAU ATLANTIC BEACH <i>BAXTER ESTATES</i> <i>CEDARHURST</i> EAST ROCKAWAY EAST WILLISTON MINEOLA PLANDOME HEIGHTS PORT WASHINGTON NORTH ROSLYN <i>ROSLYN HARBOR</i> VALLEY STREAM NIAGARA *NORTH TONAWANDA ONEIDA ANNSVILLE AVA <i>BRIDGEWATER</i> CAMDEN CAMDEN AND TOWN OF CAMDEN AMBULANCE KIRKLAND & CLARK MILLS MARCUS MARSHALL <i>ORISKANY FALLS</i> PARIS <i>PROSPECT</i> SANGERFIELD STEBEN VERNON VIENNA WATERVILLE WESTMORELAND & WESTMORELAND COMM. REC. 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LAWRENCE BRASHER BRASHER-STOCKHOLM RECREATION CENTER CANTON CANTON CLARE CLIFTON DEKALB DEPEYSTER EDWARDS FINE GOUVERNEUR HAMMOND <i>HERMON</i> HOPKINTON LAWRENCE LIBSON MORRISTOWN NORWOOD OSWEGATCHIE PARISHVILLE PIERCEFIELD PIERREPOINT PITCAIRN POTSDAM <i>RENSSELAER FALLS</i> <i>RICHVILLE</i> STOCKHOLM & WINTHROP SEWAGE DISTRICT STEBEN ADDISON ADDISON AVOCA AVOCA BATH CAMPBELL CATON COHOCTON COHOCTON *CORNING ERWIN AND <i>HAMMONDSPORT</i> HARTSVILLE HORNBY HOWARD & TOWN OF HOWARD LIBRARY LINDLEY PRATTSBURGH PULTENEY RATHBONE RIVERSIDE SAVONA <i>SOUTH CORNING</i> URBANA WAYLAND WAYLAND WAYNE WHEELER SUFFOLK <i>ASHAROKEN</i> BABYLON BELLE TERRE EAST HAMPTON EAST HAMPTON GREENPORT LINDENHURST NISSECUJOGUE NORTH HAVEN OCEAN BEACH PATCHOGUE AND THE VILLAGE OF PATCH SAGAPONACK SALTAIRE AND THE SALTAIRE VOLUNTEE
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SHELTER ISLAND	<i>MOUNT KISCO</i>
SOUTHAMPTON	NORTH CASTLE
<i>SOUTHAMPTON AND</i>	OSSINING
<i>SOUTHAMPTON CULTURAL</i>	<i>PLEASANTVILLE</i>
<i>CENTER</i>	<i>PORT CHESTER & THE PORT</i>
<i>THE BRANCH</i>	<i>CHESTER IDA</i>
<i>WESTHAMPTON BEACH</i>	RYE
<u>SULLIVAN</u>	<i>RYE BROOK</i>
BETHEL	<i>SLEEPY HOLLOW</i>
CALLICOON	(c)WESTCHESTER
COCHECTON & LAKE	<u>WYOMING</u>
HUNTINGTON SEWER DIST.	ARCADE
DELAWARE	EAGLE
FREMONT & LONG EDDY	GAINESVILLE
WATER DISTRICT (SULLIVAN)	JAVA
<i>JEFFERSONVILLE</i>	WETHERSFIELD
<i>LIBERTY</i>	(c)WYOMING
LUMBERLAND	WYOMING
ROCKLAND	<u>YATES</u>
TUSTEN	BARRINGTON
<i>WOODRIDGE</i>	<i>DRESDEN</i>
<u>TIOGA</u>	ITALY
BARTON	JERUSALEM
BERKSHIRE	MILO
CANDOR	STARKEY
CANDOR	
NEWARK VALLEY	
<i>NEWARK VALLEY</i>	
NICHOLS	
<i>NICHOLS</i>	
OWEGO	
<i>OWEGO</i>	
RICHFORD	
(c)TIOGA	
<i>WAVERLY</i>	
<u>TOMPKINS</u>	
CAROLINE	
<i>CAYUGA HEIGHTS</i>	
DANBY	
DRYDEN	
ENFIELD	
ITHACA	
LANSING	
(c)TOMPKINS	
ULYSSES	
<u>ULSTER</u>	
DENNING	
ESOPUS	
KINGSTON	
<i>SAUGERTIES</i>	
SHAWANGUNK	
(c)ULSTER	
WOODSTOCK	
<u>WARREN</u>	
JOHNSBURG	
LAKE GEORGE	
<i>LAKE GEORGE</i>	
(c)WARREN	
<u>WASHINGTON</u>	
ARGYLE	
<i>ARGYLE</i>	
CAMBRIDGE	
DRESDEN	
EASTON	
FORT ANN	
<i>FORT ANN</i>	
GRANVILLE	
GREENWICH	
HAMPTON	
HARTFORD	
HEBRON	
<i>HUDSON FALLS</i>	
JACKSON	
PUTNAM	
SALEM	
<i>SALEM</i>	
(c)WASHINGTON	
WHITE CREEK	
WHITEHALL	
<i>WHITEHALL</i>	
<u>WAYNE</u>	
ARCADIA	
BUTLER	
CLYDE	
GALEN	
HURON	
LYONS	
<i>LYONS</i>	
MACEDON	
<i>MACEDON</i>	
MARION	
<i>NEWARK</i>	
PALMYRA	
<i>RED CREEK</i>	
SAVANNAH	
SODUS	
WALWORTH	
(c)WAYNE	
WOLCOTT	
<i>WOLCOTT</i>	
<u>WESTCHESTER</u>	
BEDFORD	
<i>BRIARCLIFF MANOR</i>	
<i>CROTON ON HUDSON</i>	
<i>IRVINGTON</i>	
LEWISBORO	



NYMIR

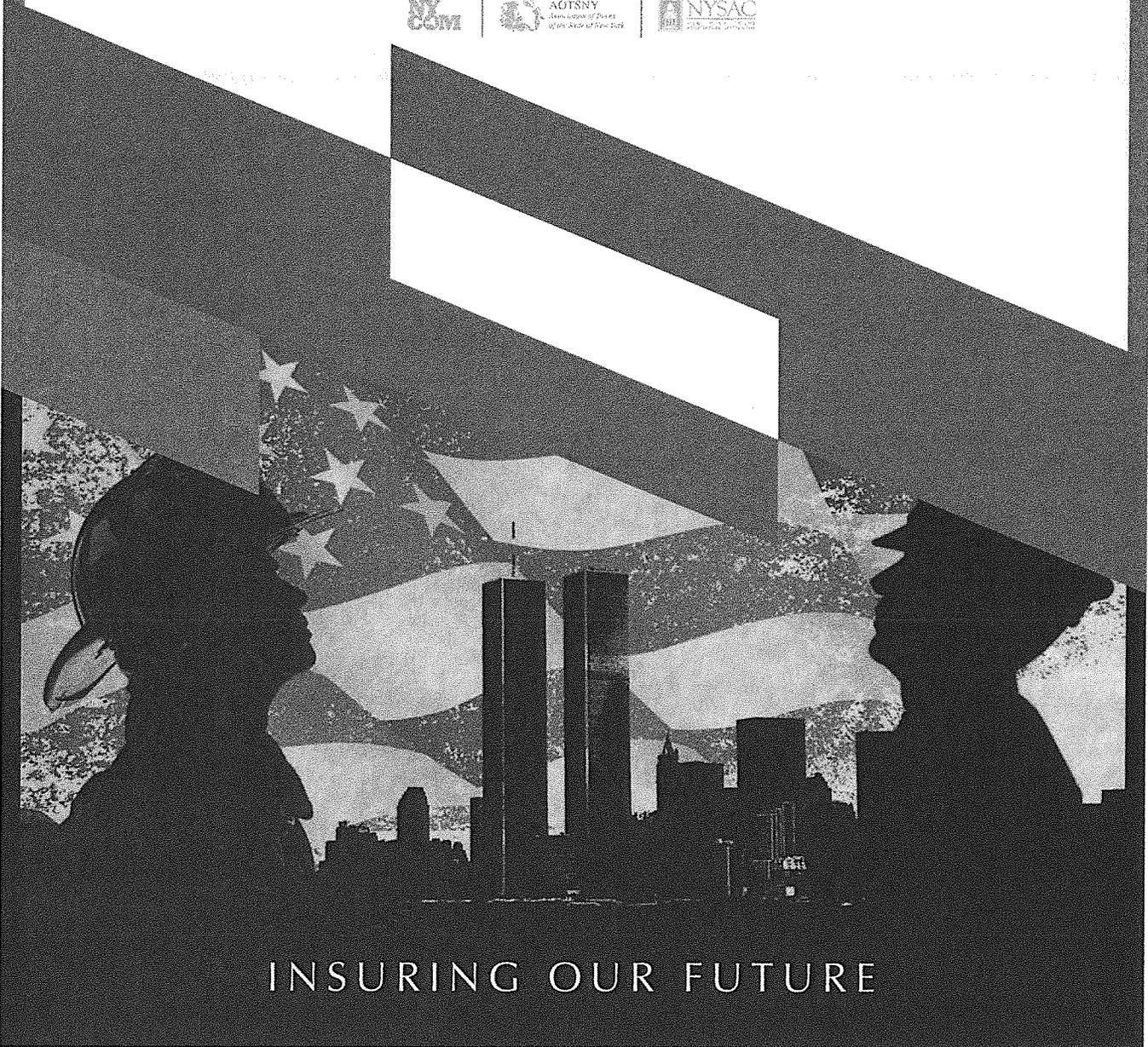
2011

ANNUAL REPORT

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INSURING OUR FUTURE



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OUR MISSION

NYMIR's mission is to provide the most comprehensive insurance and risk management programs for the local governments of New York State. NYMIR represents control for its members over their own insurance future. Through an elected Board of Governors, members control the company's rates, coverages, claims handling, and risk management services. Our motto is simple – insuring our own future – that's what NYMIR is all about.

◀ NYMIR BOARD OF GOVERNORS

Standing, left to right:
Donald Barber, John Layne,
Patti Dwyer, Jon Stead,
Dominick Mazza, John
LaPointe, Sandra Frankel,
Ken Andrews, Tim Whitesell,
Robert Bondi, Kim Muller,
William Cherry, and John
McDonald

Robert Bondi
President
Intergov't Cooperative
Relationship Advisor
Putnam County

Donald Barber
Vice President
Supervisor
Town of Caroline

John T. McDonald III
Treasurer
Mayor
City of Cohoes

Timothy Whitesell
Secretary
Supervisor
Town of Binghamton

John Layne
Past President
Ass't Bldg. Inspector
Village of Upper Nyack

William Cherry
Treasurer
Schoharie County

Patricia Dwyer
Village Administrator
Village of Pleasantville

Ken Andrews
Town Councilman
Town of DeWitt

John LaPointe
Supervisor
Town of Putnam

Kim K. Muller
Liaison to Risk
Management
City of Oneonta

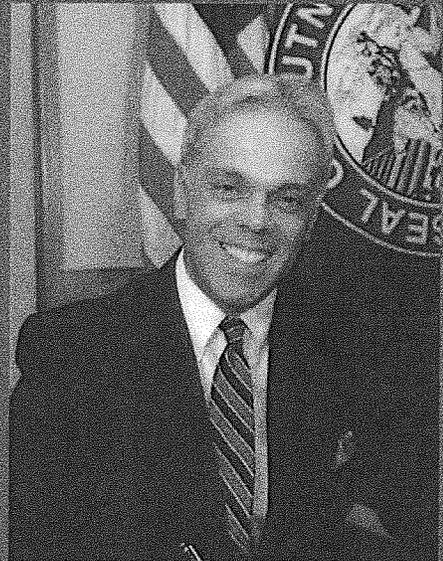
Jon Stead
Administrative Officer
Fulton County

Sandra Frankel
Inter-Municipal
Cooperation Official
Town of Brighton

Dominic F. Mazza
L C- Traffic Safety
Board
Livingston County

WHO WE ARE

The New York Municipal Insurance Reciprocal was licensed on August 31, 1993. Members include towns, counties, villages, cities and other incorporated entities with separate taxing authority. The responsibility for the reciprocal is under the direction of a thirteen-member elected Board of Governors, all of whom are elected or appointed municipal officials. The Reciprocal writes property and casualty lines which include property, general liability, law enforcement, public official, automobile, boiler and machinery, inland marine, earthquake and flood, sudden accidental pollution, crime and employment practices liability insurance.



“Devising a program which is ready and able to stand side by side with each of our members is a mission which we embrace at NYMIR.”



FROM THE PRESIDENT

It has been my great privilege to serve as President of the NYMIR Board of Governors since May of 2011. I have learned much from each of them during my service on this Board. As a former County Executive for 20 years, I was proud of my role in introducing NYMIR to many of the local governments in my native Putnam County. I am pleased to be able to now apply that same knowledge and experience throughout New York State.

As NYMIR approaches the 20th anniversary of its creation, I and my fellow Board members share a great sense of pride and accomplishment as we work through the everyday challenges presented by an insurance company which seeks to address the insurance needs posed by the varied and complex programs and operations performed by our membership. My appreciation for the quality of those programs is exceeded only by the respect I have for the many wonderful officials and employees we depend on everyday to deliver those services.

Devising a program which is ready and able to stand side by side with each of our members is a mission which we embrace at NYMIR. We know that if we do our jobs properly, it makes the lives and challenges facing our membership that much more doable.

I have enjoyed working this year with new Board Member Patty Dwyer from Pleasantville, Westchester County and with all our highly regarded and very professional service providers. I'd also like to take this opportunity to single out the continued service provided by Brian Custer and Susan O'Rorke from Wright Risk Management, the guidance and intelligence which our Executive Director brings to all of our deliberations, and of course our wonderful partners at the Municipal Associations who first established this program back in 1993.

Thank you to everyone for your continued participation and commitment to NYMIR. I hope you find that the information which appears throughout this Annual Report will serve to reinforce your municipality's decision to continue with this great cooperative endeavor.

Sincerely,

Robert Bondi
President
NYMIR Board of Governors



EXECUTIVE DIRECTOR'S PERSPECTIVE

There are many highlights to mention as I look back on the accomplishments of 2011. Continuation of our Capital Return Program, reduced rates and a growing membership are just a few of the hallmarks of another tremendous year in the growth of this Reciprocal.

Given the arrival of the property tax cap along with continued increases in pension and health care costs, the NYMIR Board of Governors was determined to deliver our products and services without adversely impacting municipal budgets dealing with those fiscal realities. Thus, continuing with our Capital Return Program while reducing rates was the number one priority for both the Board of Governors and our Municipal Association partners.

Even as we were successful in reducing premiums for a third successive year, a review of the financial reports which appear later in this Annual Report will show that NYMIR also maintained its very solid capital position despite the most active claims year in the Reciprocal's history.

The results from 2011 will allow us to continue along the same path during 2012, reducing rates while completing the final year of our

program to return all the capital contributed by each of our long term members.

The cornerstone of our success as a Reciprocal has been the commitment of our members to Risk Management. NYMIR is always happy to devote time and resources to the development of what we hope are cutting edge Risk Management materials. We deliver these through many platforms, but increasingly through our On-Line University. We are busy developing additional products to populate each of the six colleges now available on the university site. As described more fully in the Report from the Rules Committee, 2011 saw the role out of our Public Official Fidelity training video and a low cost Driver Safety Training Program. I am also pleased that so many law enforcement and planning and zoning officials have turned to the University for their required training and certification.

There is no doubt the arrival of Tropical Storms Irene and Lee early last fall posed the greatest challenge to NYMIR since its formation in 1993. I am extremely proud of the response that NYMIR was able to muster in addressing the many needs of our affected

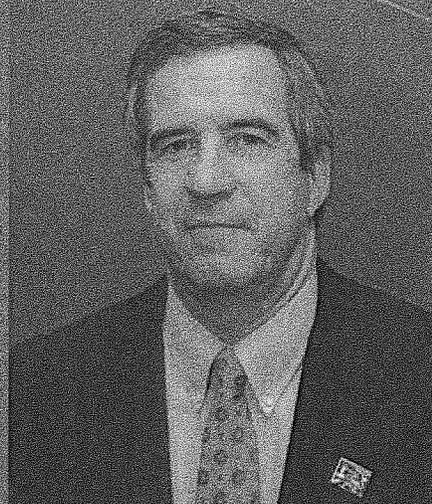
members. Each of those storms hit core areas of our membership but we were able to respond promptly and to address each and every claim. Insurance is not just about the premiums you pay but, more importantly, the coverage and the service we can deliver when claims do occur.

Please reach out and let us know how we can continue to serve you better. Please share the good word about the NYMIR program with your fellow local officials so that we may continue to address the property and casualty needs of New York State local governments wherever they arise.

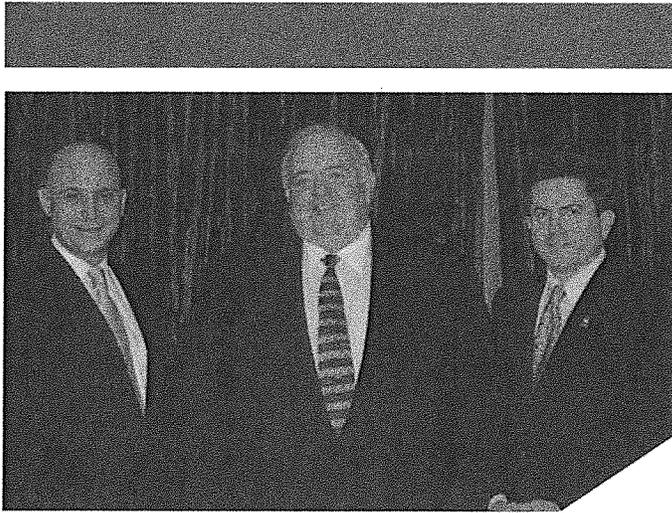
Regards,



Kevin Crawford



“NYMIR is always happy to devote time and resources to the development of what we hope are cutting edge Risk Management materials.”



ATTORNEY-IN-FACT REPORT

*NYMIR and New York's Municipal
Associations – Working Together for You.*

Local governments are responsible for providing a myriad of public services to their residents and municipal insurance is a critical element in that process. Since 1993, NYMIR has been committed to providing the highest quality insurance and risk management programs for local governments in New York State. New York's municipal associations -- the Conference of Mayors, the Association of Towns and the Association of Counties -- were the driving force behind NYMIR's creation and actively participate in its governance.

In forming NYMIR, our goal was to provide insurance coverage that was designed only for municipalities in New York, fully licensed by the NYS Department of Financial Services, and which would ensure stability in pricing as well as quality service. We wanted to be able to offer affordable insurance to municipalities without subjecting subscribers to significant market fluctuations that would adversely affect premiums and, in turn, budgeted expenses.

The three associations worked hard to make this program a reality and our continued involvement helps ensure NYMIR's unique municipal perspective. We are proud of the fact that 645 local governments have joined NYMIR and are benefitting from a program that not only provides stable pricing, but offers

*Top: Village of Owego accepts flood
claim proceeds.*

*Bottom: Town of Plattsburgh receives
NYMIR Risk Management Award*

a comprehensive risk management program, extensive knowledge of municipal issues, and online training for local officials -- all of which make NYMIR much more than just your typical insurance company. Furthermore, NYMIR is governed by a Board comprised of municipal officials who not only have a first-hand understanding of the many challenges local governments face, but who are also committed to doing what's best for their communities.

Local governments across New York continue to face significant financial challenges. Municipal expenses are rising while revenues are not, the economic recovery is essentially in a holding pattern, and municipalities now must contend with a property tax cap. In this fiscal climate, municipal officials are required to do more with less, and every dollar counts for local governments and local taxpayers. That is why it is so important to have the stability and predictability in insurance rates that comes with the NYMIR program.

The Attorney-in-Fact looks forward to working with the Board of Governors and the NYMIR Management Company in the upcoming year to ensure that NYMIR becomes even stronger and more responsive to the needs of our loyal subscribers.



Brian Custer is recognized by the Attorney in Fact and Board of Governors for his contributions to NYMIR

FROM THE MANAGEMENT COMPANY

As the stewards of your insurance program, the management team recognizes the importance of honest, thorough and regular communication with our subscribers. Of these, the Annual Report is arguably the most significant as it discloses how well NYMIR performed during the course of the year. So it is with great pleasure that I can state, that by almost any measure, NYMIR has again performed at the highest level.

We finished the year with 645 members, an all-time high membership. This was achieved not only by adding many new members but more importantly by also retaining most of our existing ones. We attribute our 98.2% retention rate to our member's high level of satisfaction with the program. We worked hard to provide outstanding service to our members and our brokers. We sincerely appreciate the loyalty that effort generates.

As many of you now know, the primary industry benchmark against which insurance companies are measured, is known as the combined ratio. A combined ratio lower than 100 is considered outstanding. One goal we consistently strive to attain each year is to produce results that generate a combined of 100 or less. NYMIR's 2011 combined ratio is a very respectable 98.8. As pleased as we are with that number, we are even more pleased to note that NYMIR has achieved this result for 10 consecutive years. By underwriting to a number of 100 or less, NYMIR

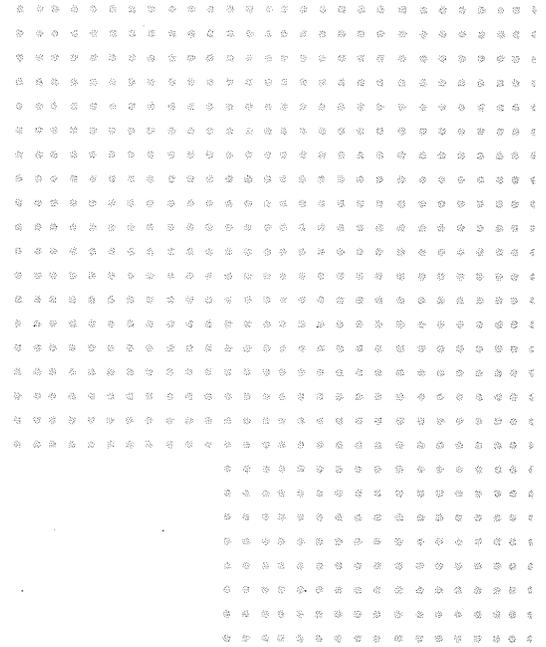
is able to add to surplus and further strengthen what were already very strong financials.

What is particularly worthy of note is that these results occurred in the face of very challenging events. The economy, although improving, is still weak. The global financial crisis weighs heavily on many facets of our business. Globally, natural disasters hit the industry with record losses. NYMIR was not immune to the latter. In late summer, we felt the impact of not one but two significant storms. The total losses from these events alone were over \$9 million. We have honored our member's claims and in most cases paid them long before any of our competitors.

None of these results could be achieved without the hard work of all the Wright Risk employees working on the NYMIR program. I remember when I first started my career, a wise man gave me some sage advice, "on payday, never be ashamed to sign your paycheck". I can assure you, no one on my staff need ever be ashamed. They all give me a day's work for a day's wage and then some. We love what we do for NYMIR and it shows. Thank you for putting your trust in us. We will do our best to earn it in the years ahead.

Sincerely,

Brian A. Custer,
President, NYMIR Div of
Wright Risk Management



PLANNING AND DEVELOPMENT COMMITTEE REPORT

Over the years, the members of our Board of Governors and particularly this Committee have always been united around one common theme, and that is the principle that NYMIR must be different from other insurance programs. Much of that difference is the result of a genuine member driven approach to what we do. We truly value the involvement of every member, no matter the size or location of your government.

In testimonials from members over the years, we have been told that it is this special quality about NYMIR that makes our program unique and successful. NYMIR helps each of our members succeed because we all join together in the pursuit of common goals that would be too difficult to achieve if acting alone.

In the development of our marketing and outreach materials, that is the message we share with all of New York's local governments. For example, our print adds focus on those coverage enhancements which deliver real value to the membership. We share testimonials from Subscribers which demonstrate that while cost is

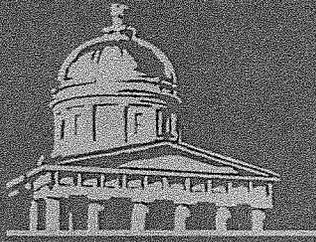
a critical component to insurance procurement decisions, equally important is the coverage you're provided and the service which is needed whenever a claim or difficult situation should arise.

We are very pleased to note that among the 30 new subscribers who joined during 2011, four are returning subscribers. That is a pattern we see repeating year after year. Even as this 2011 Annual Report goes to print, we continue to see significant growth into 2012, including the addition of two new counties. This steady growth and expansion reaffirms the feedback we have received indicating that we are addressing the fundamental needs of New York State local governments when it comes to property and casualty insurance. As always, we welcome your suggestions whenever and wherever you see that we can make it even better.

Regards

Kim Muller
Chair





NYMIR SERVICE REPRESENTATIVES

EASTERN SHORE ASSOCIATES
101 Cayuga Street, PO Box 480
Fulton, NY 13069
Telephone: 800-836-3324

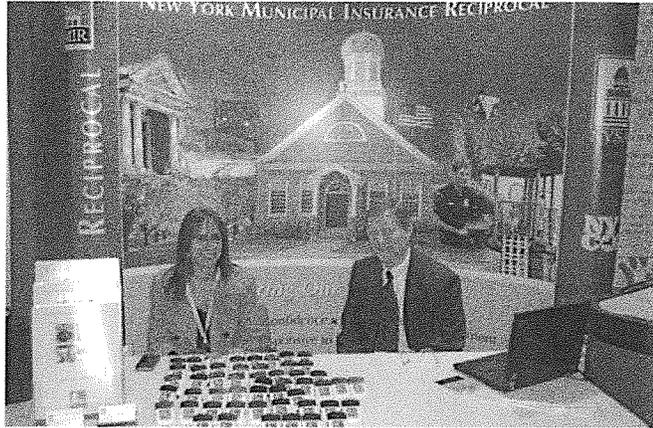
MANG INSURANCE AGENCY
49 Court Street
The Metro Center
Binghamton, NY 13901
Telephone: 607-352-2850

NORTHERN INSURING AGENCY
171 Margaret Street, PO Box 789
Plattsburgh, NY 12901
Telephone: 518-561-7000

THE PARTNERS
825 Vestal Pkway W.
Vestal, NY 13850
Telephone: 607-754-1411

SPAIN AGENCY
625 Route 6
Mahopac, NY 10541
Telephone: 800-247-5521

SPRAGUE INSURANCE
34 West Market Street, PO Box 98
Corning, NY 14830
Telephone: 607-937-8371



Top: Karen Buckley and Brian Custer at the NYMIR booth during the Association of Town's Annual Meeting

Bottom: NYMIR's Susan O'Rorke(l) and Karen Buckley(r) flank service representatives Bob Wallace and Regina Lunkenheimer of Eastern Shores Associates



FINANCE COMMITTEE REPORT

2011 is destined to be one for the property/casualty insurance record books. Record setting weather catastrophes around the world and here at home with Tropical Storms Irene and Lee were the rule rather than the exception. Yet as is mentioned elsewhere in this report, 2011 was the 10th consecutive year that NYMIR has enjoyed positive combined ratio results. That is a truly outstanding record recognized by A.M. Best just as this report goes to print. Given that these catastrophic weather events struck at the heart of much of our upstate membership, the Committee was extremely pleased that NYMIR finished the year in such a strong financial position.

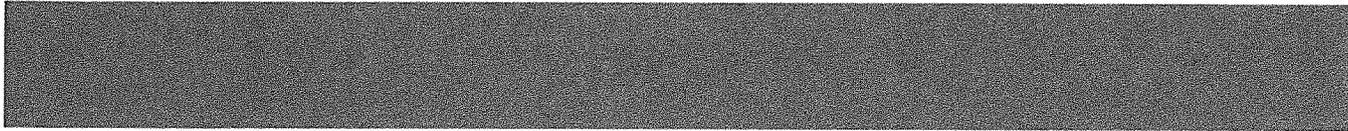
NYMIR's portfolio of fixed income securities continues to perform steadily even in this record low interest rate environment (please refer to the report from PFM Asset Management later in this report for more details). Underwriting income dipped slightly due to premium rate reductions recommended by this Committee and authorized by the Board of Governors. Total subscriber surplus did not erode, however, which is the annual target set by our Board of Governors.

We would be remiss if this year's report did not cite the outstanding efforts of our reinsurance intermediaries at Towers Watson. Mike Waterman has taken over for Jenny Emery and continues to produce excellent results while maintaining strong relationships with all of our A+ rated reinsurance markets. Those relationships are critical in a year like we just experienced, and we particularly wish to recognize our partners at C.N.A and Commonwealth who have stepped forward and paid all the storm related claims we presented in a prompt and efficient manner.

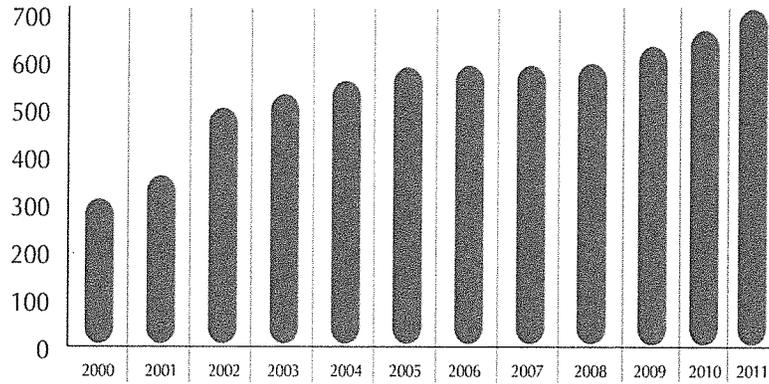
To have achieved the results reported in these pages while reducing rates for a third consecutive year is truly noteworthy. It is a record to be celebrated and we hope it gives all our members great confidence that NYMIR will continue to provide the predictability and stability which they and their local taxpayers can depend upon.

Regards,

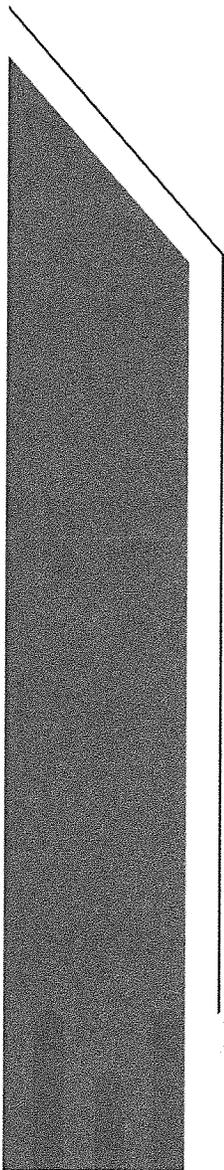
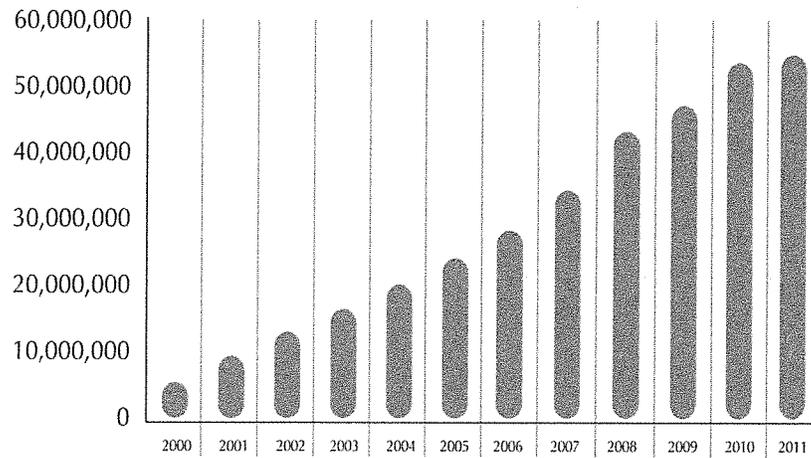
John T. McDonald III
Treasurer



MEMBERSHIP GROWTH



NYMIR SURPLUS GROWTH





RULES COMMITTEE REPORT

There are no secrets to the success which NYMIR has enjoyed from its earliest years. We understand that a membership committed to aggressive and focused Risk Management has been the key factor in helping NYMIR produce stable rates year after year. As the frequency and severity of claims are reduced by application and adoption of recommended Risk Management principles and strategies, the Reciprocal has been able to outperform traditional commercial insurance markets. This ultimately translates to reduced rates for all our subscribing members.

Of course NYMIR was formed not only to stabilize and reduce costs, but to make a difference by providing the very best coverage which New York's municipal governments require. Our Committee continually looks at all of our coverage documents, and not a year goes by without some changes and additions designed to respond to a claim or event experienced somewhere across our broad membership. There is nothing like the cataclysmic flooding events experienced by much of our membership in 2011 to expose the strengths and weaknesses of an insurance program. We hope that you have found that our flood coverage is equal to or better than anything available anywhere in the market.

2011 also saw the addition of the NYMIR public official fidelity line of coverage. As we have done throughout our history, the Rules Committee worked closely with our management company to develop new risk training and education materials to go hand in hand with this new exposure. If you haven't had the opportunity already, please go to our website at www.NYMIR.org to view this new training product which offers very detailed guidance and advice for all public officials concerned with insuring that their government funds are protected to the maximum extent practicable.

Finally as we do every year, please feel free to communicate with NYMIR through your broker or to directly contact our Executive Director or members of the Board whenever you encounter coverage or service issues or you think NYMIR can step up and better address your needs.

Very truly yours,

William Cherry
Chair

BALANCE SHEET

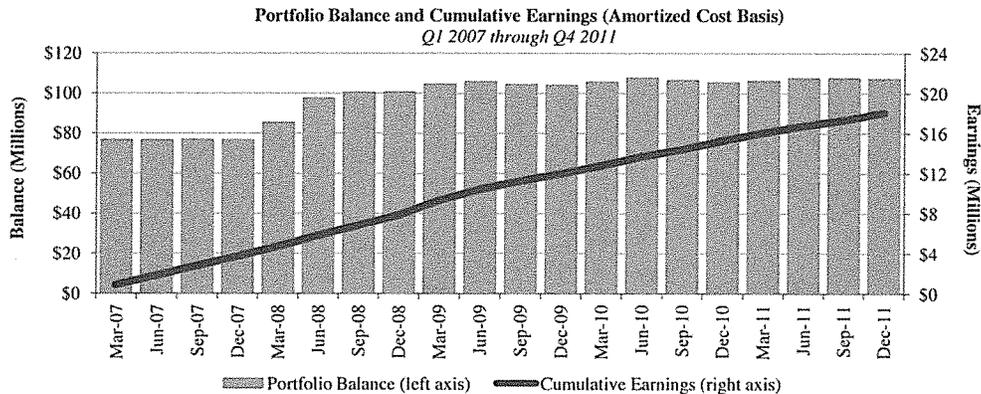
Years ending December 31, 2011; December 31, 2010; December 31, 2009

ASSETS	2011	2010	2009
Bonds	\$106,650,975	\$104,992,015	\$103,465,542
Cash on hand and on deposit	3,024,112	1,974,587	6,005,923
Receivable from securities	519,225	-	-
Premium receivable	5,123,726	5,907,404	5,569,484
Reinsurance recoverable or losses	1,776,151	1,755,115	1,588,355
Net reinsurance paid in advance	2,114,194	2,460,175	-
Deductible recoverable	9,893	10,026	10,794
Interest, dividends due and accrued	578,416	616,676	656,140
Total Assets	\$119,796,692	\$117,715,998	\$117,296,238
LIABILITIES AND POLICYHOLDER'S SURPLUS			
Unpaid losses and loss adjustment expenses	\$54,417,740	\$54,019,001	\$54,216,452
Unearned premium	10,361,015	10,885,210	10,493,567
Miscellaneous liabilities	1,156,395	788,692	4,830,656
Total Liabilities	\$65,935,150	\$65,692,903	\$69,540,675
Policyholder's surplus			
Capitalization paid	\$6,278,960	\$7,659,094	\$9,496,117
Unassigned funds	47,582,582	44,364,001	38,259,386
Surplus as regards policyholders	53,861,542	52,023,095	47,755,563
Total Liabilities and Policyholders Surplus	\$119,796,692	\$117,715,998	\$117,296,238
STATEMENT OF INCOME AND POLICYHOLDER SURPLUS INCOME			
Premium earned	\$29,413,681	\$31,358,764	\$32,244,134
Less:			
Losses and loss adjustment expenses incurred	18,940,668	17,863,146	17,933,445
unallocated expenses (management, producers, operating)	9,867,439	10,388,120	10,736,533
Investment income	2,587,754	3,102,235	4,057,740
Net income (including adjustments)	3,193,328	6,209,733	7,631,896
POLICYHOLDER'S SURPLUS (GAINS and LOSSES)			
Policyholder surplus beginning of year	52,023,095	47,755,563	42,516,931
Plus:			
Net income plus change in non-admitted assets	3,218,581	6,104,616	7,784,146
Surplus paid out	(1,558,259)	(2,105,971)	(2,823,587)
Surplus paid in	178,125	268,887	278,073
Policyholder surplus at end of year	53,861,542	52,023,095	47,755,563

NYMIR INVESTMENT UPDATE: Consistency Serves Subscribers Well

By PFM Asset Management LLC

The market events that transpired during the past year rewrote economic history books. All the while, NYMIR's steadfast dedication to its core objectives of providing safety of principal, maintaining adequate liquidity, and maximizing interest earnings helped to insulate and steer the portfolio through the historic headlines of the past 12 months. As a result of consistent long-term focus on prudent investment management, the NYMIR portfolio performed exceedingly well and produced over \$2.5 million in earnings, outpacing Fiscal Year 2011 earnings projections by over \$300,000. In fact, over the past five years the NYMIR portfolio has generated stable and solid earnings of over \$18 million for its subscriber base.



The timeline of events that occurred during 2011 shook not only the investment markets, but entire nations and politics as well. The global economy is now more tightly knit than ever and events outside the U.S. which might normally cause slight ripples on our shores now have the power to move U.S. markets. Throughout the year, investors were forced to digest a wealth of noteworthy events that, when viewed in aggregate, were quite stunning. Violent protests in the Middle East and North Africa, ongoing civil war in Libya, an earthquake and tsunami that battered Japan, growing concern over economic growth and the debt crisis in the eurozone, budget and debt ceiling wrangling in Washington, D.C., S&P's downgrade of the U.S. government's AAA credit rating, and bold new Federal Reserve initiatives designed to promote continued growth all impacted the U.S. markets.



Events abroad during the first half of 2011 quickly reared their head on domestic soil. A U.S. economy seemingly gaining steam into 2011 (over 2% Gross Domestic Product (GDP) readings for each quarter in 2010) stalled as devastation in Japan disrupted supply chains across the world, while geopolitical tensions in the Middle East pushed gasoline prices higher, ultimately dampening consumer purchasing power and spending. Federal Reserve Board (Fed) Chairman Ben Bernanke believed the economic slowdown to be only temporary and reaffirmed the Fed's completion of the second phase of its quantitative easing program (QE2) – a plan to purchase longer-term debt in hopes of lowering borrowing rates and stoking economic investment – through June 2011, while maintaining its accommodative monetary policy stance.

Fast-forward to summer 2011. As QE2 and July came to an end, the Federal debt ceiling had approached its limit and Capitol Hill was in need of an eleventh hour agreement to give the Treasury the authority to issue additional debt to pay the government's bills. On August 2nd, one day before the Treasury's drop dead date, Congress finally agreed on a stopgap policy that included upwards of \$2.4 trillion in spending cuts over the next decade and an increase in the statutory debt limit by at least \$2.1 trillion. U.S. default was averted.

However, as it had warned previously, on August 8th Standard and Poor's (S&P) cut the long-term sovereign debt rating of the United States from AAA to AA+. S&P characterized the budget deal as insufficient to stabilize the government's debt over the long term and chastised Congress rather publicly, noting that "the political brinksmanship of recent months highlights what we see as America's governance and policymaking becoming less stable, less effective, and less predictable." The rating downgrade – the first in the history of U.S. guaranteed debt – also affected U.S. Federal Agencies, FDIC-backed debt, thousands of municipal bonds, and many mutual funds that invest in Treasuries and Agencies. Despite the downgrade, investors around the world continued to flock to the safety of U.S. Treasuries, driving yields lower, pushing prices upward, and affirming the United States' stance as a global economic engine.

Then, at the August 9th meeting of the Federal Open Market Committee (FOMC), the Fed surprised the markets by stating that weak economic conditions were "likely to warrant exceptionally low levels for the federal funds rate at least through mid-2013." This marked the first time in history that the Fed had placed an explicit timetable on its monetary policy. The market took the Fed at its word; the increased certainty that short-term rates would likely remain low for two years drove rates even lower.

One month later, at an extended two-day September meeting, the Fed dug deeper into its tool box and announced "Operation Twist," yet another initiative designed to boost economic recovery. The FOMC said it would extend the average maturity of its security holdings to "put downward pressure on longer-term interest rates and help make broader financial conditions more accommodative." The market initially responded by pushing long-term rates down and shorter-term rates up, although the rise in short-term rates was limited by the Fed's near-zero rate policy.

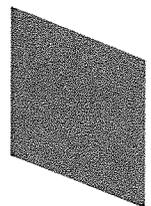
The combination of the entire timeline of factors during 2011 conspired to cause a collapse in consumer and business confidence, a sharp sell-off in equity markets around the globe, and continued flight-to-quality into U.S. government securities. For example, the yield on a 2-year U.S. Treasury Note began the year at 0.62% and closed the year 0.38% lower at 0.24% – an absolute level hard to swallow by any means, especially when factoring inflation into the equation. Nevertheless, as a result of the market rally, longer-term fixed-income portfolios were one of the best performing asset classes in 2011, while shorter-term portfolios remained hostage to near zero rate levels.

Although yields fell significantly during 2011, the myriad of market events resulted in a volatile interest rate environment. For example, the yield on a 2-year U.S. Treasury Note hit a high of 0.83% in late March and an all-time low of 0.16% in September, a range of 67 basis points (0.67%). Furthermore, the yield on a 2-year U.S. Treasury Note experienced a 10 basis point (0.10%) move higher then lower, or vice versa, on 12 different occasions during the year. This heightened volatility provided various opportunities to add value in the NYMIR portfolio through active management, including duration management, sector positioning, and yield curve placement.

In addition to volatility of yields, the current shape of the yield curve also offers value to those investors willing and able to invest in intermediate- to longer-term investments. A positively sloped yield curve means that yields on shorter-term securities are significantly lower relative to yields on intermediate- and long-term securities. A benefit of investing out the curve not only lies in the higher general yields of intermediate- and long-term securities over short-term securities, but also in the potential for market value appreciation as intermediate- and long-term securities move closer to their maturity, “rolling down the curve.” In the current market, roll-down has become a significant source of increased earnings potential and portfolio insulation for fixed-income investors.

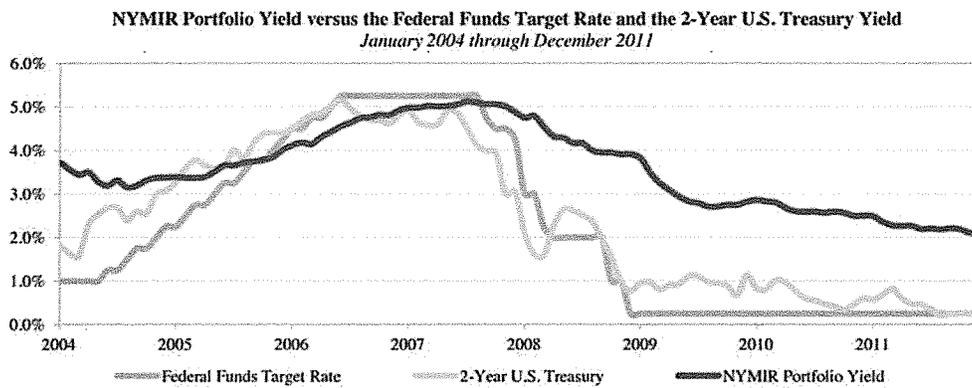
As such, the Reciprocal is able to invest premium receipts at attractive relative rates further out the yield curve, while adding a level of principal protection or insulation against rising interest rates. Throughout the year and in line with liabilities and liquidity requirements, the Reciprocal’s portfolio was structured to take advantage of the steep yield curve, with the majority of holdings invested in one- to five-year maturities.

In the face of ever-changing market and economic conditions, NYMIR has successfully held fast to its disciplined investment principles, integral to accomplishing its long-term investment objectives of prudent management of invested funds, the availability of operating funds when needed to pay claims, operating, and administrative expenses, and providing an acceptable market-based investment return. The Reciprocal continues to invest in only the highest quality U.S. government securities. While active management tactics may help to add incremental earnings to the NYMIR portfolio by taking advantage of opportunities presented in the markets, the primary objective when managing an insurance portfolio is matching investment maturities with known

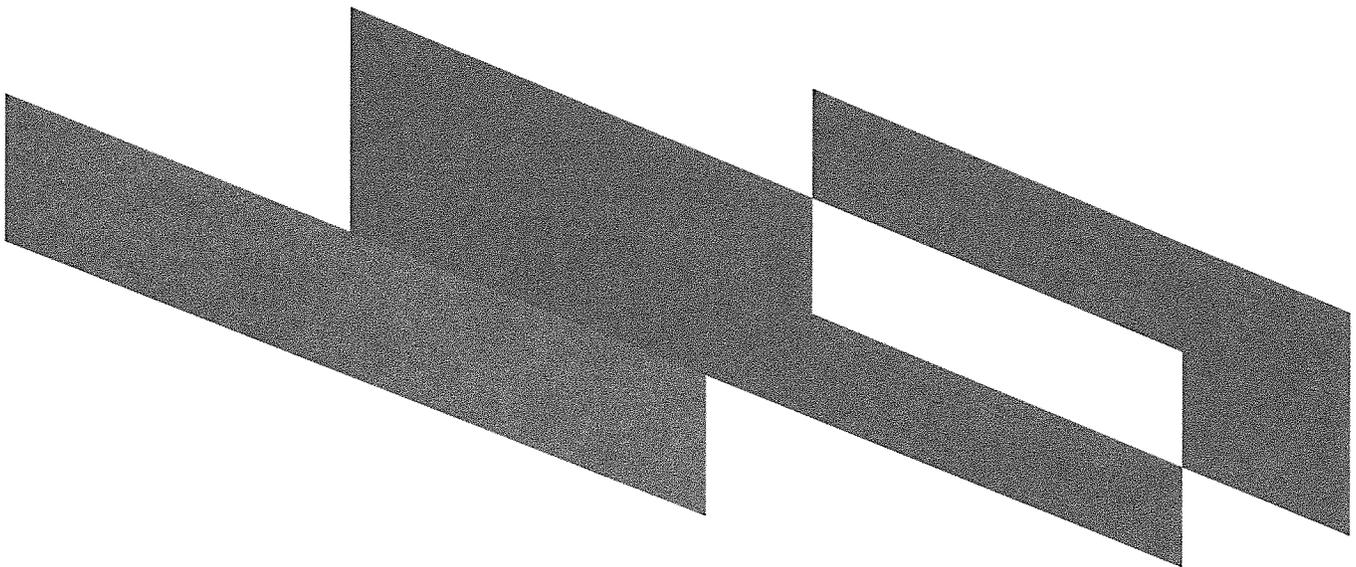


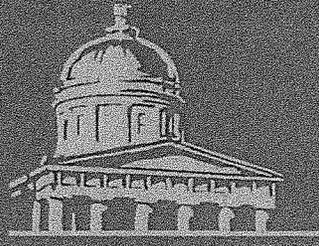
liabilities. That is, investments structured in this manner capture attractive yields, while providing for optimal cash flow management and liability funding.

This unrelenting focus and consistency to NYMIR's core objectives has enabled its subscriber base to benefit from an attractive and consistent yield, with many securities in the portfolio earning higher yields than are currently available in the market. The Reciprocal has successfully navigated the historic events of 2011 with a focused execution of long-term investment objectives – stressing safety, consistency and collaboration with an independent investment manager – and has once again served the NYMIR subscriber base well.



PFM Asset Management LLC (PFM) is an independent Investment Advisor registered with the SEC. PFM has served as investment advisor to NYMIR since 1995.





NYMIR MEMBERS

NYMIR members are cities, counties, special districts, towns and villages. This year, we welcomed 30 new members.

SPECIAL DISTRICTS

Amenia Water District #1
Brasher Stockholm Recreation Center
Cayuga County Soil & Water Conservation District
Central Bridge Sewer District
Central Bridge Water District
Corning Intown District Mgmt.
Cutchogue New Suffolk Park District
East Hampton Housing Authority
Fremont & Long Eddy Water District
Great Neck Park District
Livingston County Water & Sewer Authority
Marshall & Deansboro Water District
Mattituck Park District
Montgomery County Sanitary District #1
Oak Orchard Small Watershed Protection District
Oneida-Herkimer Solid Waste
Orient-East Marion Park District
Port Washington Garbage District
Rye Park District
Saratoga Lake Protection & Improvement District
Seneca County Sewer District
Southampton Housing Authority
Southold Park District
Warnerville Water District
Washington County Sewer District #2
Wayne County Water & Sewer Authority

CITIES

Amsterdam
Auburn
Cohoes
Corning
Cortland
Gloversville
Jamestown
Johnstown
North Tonawanda
Oneonta

COUNTIES

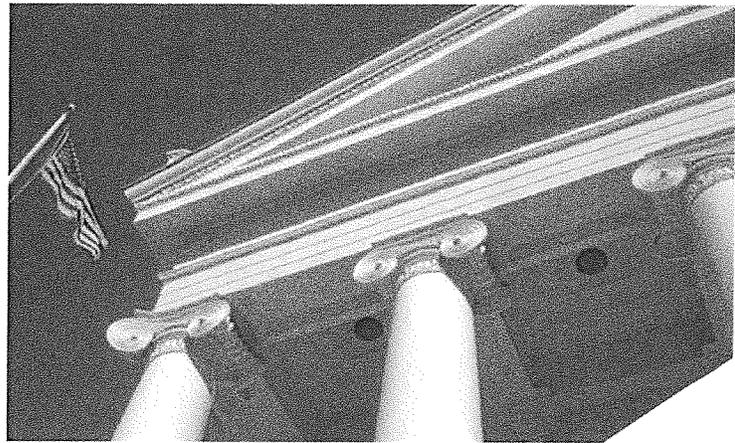
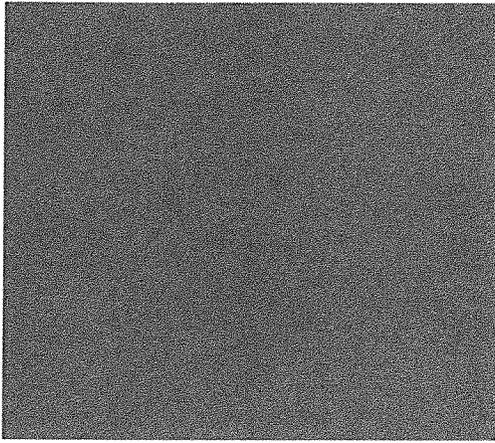
Allegany
Cayuga
Chenango
Clinton
Delaware
Essex
Fulton
Genesee
Herkimer
Livingston
Orleans
Oswego
Otsego
Putnam
Schoharie
Seneca
Tioga
Warren
Washington
Wayne
Westchester

Wyoming
Franklin
Tompkins

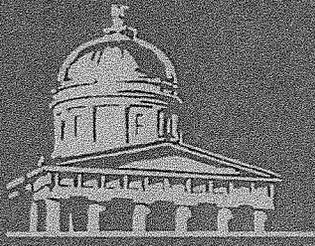
TOWNS

Adams
Addison
Afton
Albion
Albion
Allegany
Almond
Amboy
Amenia
Annsville
Arcadia
Argyle
Arietta
Ashland
Aurelius
Ausable
Austerlitz
Ava
Avoca
Avon
Babylon
Baldwin
Barker
Barrington
Barton
Batavia
Bath
Benson
Berkshire

Berlin
Bethany
Bethel
Binghamton
Bleeker
Blenheim
Bolivar
Bovina
Boylston
Brandon
Brasher
Brighton
Brighton
Bristol
Broome
Brownville
Brunswick
Butler
Caledonia
Callicoon
Cambridge
Camden
Campbell
Canaan
Canadice
Canton
Cape Vincent
Carlisle
Carlton
Carmel
Caroga
Caroline
Carroll
Catlin



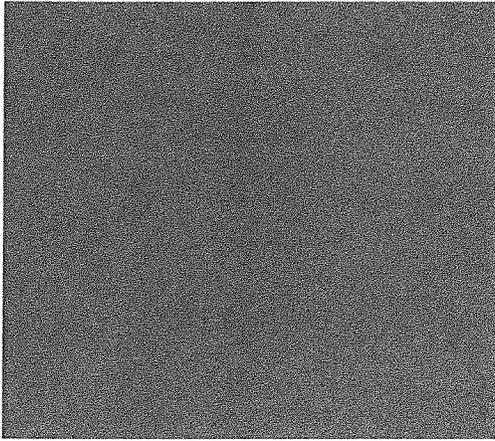
Cato	Crown Point	Florida	Henderson	Ledyard
Caton	Cuyler	Fort Ann	Highlands	Lenox
Cayuta	Decatur	Fort Covington	Hillsdale	Lewisboro
Cazenovia	Deerpark	Frankfort	Hinsdale	Lima
Champion	DeKalb	Freetown	Hopkinton	Lincklaen
Champlain	Delaware	Fulton	Hornby	Lindley
Charlotte	Delhi	Galen	Horseheads	Lisbon
Charlton	Denmark	Genoa	Howard	Litchfield
Chateaugay	Denning	Georgetown	Hunter	Livingston
Chatham	Depeyster	German	Huron	Livonia
Chemung	Deposit	Germantown	Hyde Park	Lodi
Cicero	DeWitt	Ghent	Ira	Long Lake
Cincinnatus	Dickinson	Gouverneur	Italy	Lorraine
Clare	Dickinson	Grafton	Ithaca	Lumberland
Clarence	Dover	Granby	Jackson	Lyndon
Clarkson	Dresden	Granger	Java	Lyons
Claverack	Dryden	Granville	Jerusalem	Lyonsdale
Clermont	Eagle	Green Island	Johnsburg	Macedon
Clinton	East Hampton	Greene	Johnstown	Maine
Cobleskill	Easton	Greenfield	Kendall	Malone
Cochection	Eaton	Greenwich	Kent	Manheim
Coeymans	Edwards	Greig	Kiantone	Marathon
Cohocton	Elbridge	Grove	Kinderhook	Marcy
Coldspring	Ellisburg	Hamden	Kingston	Marion
Collins	Enfield	Hamilton	Kirkland	Martinsburg
Columbia	Ephratah	Hamlin	Knox	Maryland
Conesus	Erin	Hampton	LaFayette	Mayfield
Conklin	Erwin	Hannibal	LaGrange	Mentz
Conquest	Esopus	Harford	Lake Pleasant	Mexico
Constantina	Esperance	Harrisburg	Lansing	Middleburgh
Corning	Exeter	Hartford	Lapeer	Milan
Coventry	Fabius	Hartwick	Laurens	Minden
Covert	Fayette	Hastings	Lawrence	Minetto
Crawford	Fenton	Hebron	Lebanon	Moira



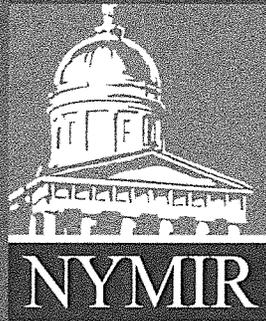
NYMIR MEMBERS

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Monroe	Palmyra	Romulus	Stephentown	Westmoreland
Montezuma	Paris	Russia	Sterling	Wheatland
Montgomery	Parish	Rutland	Steuben	Wheeler
Montour	Parishville	Rye	Stockholm	White Creek
Morristown	Perth	Salem	Stratford	Whitehall
Murray	Peru	Salisbury	Stuyvesant	Williamstown
Nanticoke	Petersburgh	Sandy Creek	Summit	Wilmington
Nelson	Phelps	Sanford	Taghkanic	Wilna
New Haven	Philadelphia	Sangerfield	Taylor	Windsor
New Scotland	Piercefield	Savannah	Throop	Wirt
Newark Valley	Pierrepont	Schodack	Thurman	Wolcott
Newcomb	Pinckney	Schoharie	Ticonderoga	Woodstock
Nichols	Pitcairn	Schuyler	Tully	Worcester
Norfolk	Pitcher	Scipio	Tupper Lake	Wright
North Collins	Pittsfield	Scott	Tusten	
North Dansville	Pittstown	Scriba	Urbana	VILLAGES
North Greenbush	Plattsburgh	Sempronius	Van Buren	Adams
North Harmony	Poestenkill	Seneca Falls	Varick	Addison
North Norwich	Pompey	Seward	Venice	Afton
Northampton	Prattsburgh	Sharon	Vernon	Almond
Norwich	Preble	Shelter Island	Vestal	Altmar
Oppenheim	Preston	Sherburne	Veteran	Argyle
Orange	Princetown	Skaneateles	Victory	Asharoken
Orwell	Pulteney	Smyrna	Vienna	Atlantic Beach
Ossian	Putnam	South Valley	Virgil	Aurora
Ossining	Putnam Valley	Southampton	Volney	Avoca
Oswegatchie	Rathbone	Southeast	Wallkill	Bainbridge
Otisco	Red Hook	Spafford	Walton	Baldwinsville
Otsellic	Redfield	Sparta	Walworth	Belle Terre
Ovid	Richfield	Springfield	Wayland	Bemus Point
Owasco	Richford	Springport	Wayne	Bolivar
Owego	Richland	Springwater	Webb	Briarcliff Manor
Oxford	Richmondville	St. Johnsville	West Monroe	Brownville
Palatine	Rockland	Stamford	West Sparta	Brushton
Palermo	Rodman	Stanford	Westfield	Caledonia



Camden	Fort Ann	Millerton	Port Byron	Stamford
Camillus	Grandview-on	Millport	Port Chester	The Branch
Candor	Hudson	Minoa	Port Washington	Tivoli
Canton	Greenport	Mohawk	North	Tully
Cape Vincent	Hagaman	Morrisville	Potsdam	Tupper Lake
Cato	Hamilton	Mount Kisco	Prospect	Unadilla
Cayuga	Hammondsport	Nelliston	Pulaski	Union Springs
Cayuga Heights	Hannibal	New Hempstead	Quogue	Upper Nyack
Cazenovia	Harrisville	Newark	Red Creek	Valley Falls
Central Square	Herkimer	Newark Valley	Red Hook	Valley Stream
Cleveland	Hermon	Nichols	Remsen	Van Etten
Clyde	Hudson Falls	Nissequoque	Rensselaer Falls	Warwick
Cobleskill	Hunter	North Collins	Richmondville	Waterloo
Cohocton	Ilion	North Haven	Richville	Waterville
Cold Brook	Irvington	North Syracuse	Roslyn	Waverly
Cold Spring	Jeffersonville	Northville	Rye Brook	Wayland
Copenhagen	Jordan	Norwood	Sagaponack	Weedsport
Croton-on-Hudson	Kinderhook	Oakfield	Salem	West Winfield
Delanson	Lacona	Ocean Beach	Saltaire	Westhampton
Deposit	Lake George	Odessa	Sandy Creek	Beach
DeRuyter	Laurens	Oriskany Falls	Saranac Lake	Whitehall
Dolgeville	Lindenhurst	Ovid	Savona	Whitney Point
Earlville	Lyons	Owego	Schoharie	Wolcott
East Hampton	Lyons Falls	Oxford	Seneca Falls	Woodridge
East Nassau	Macedon	Parish & Parish	Sharon Springs	Wyoming
East Rockaway	Manchester	Library Assoc.	Sidney	
East Syracuse	Mannsville	Patchogue	Sleepy Hollow	
East Williston	Marathon	Pawling	Sloatsburg	
Edwards	Mayfield	Philadelphia	Sodus	
Elbridge	Mayville	Philmont	Solvay	
Ellisburg	Meridian	Phoenix	South Corning	
Endicott	Mexico	Piermont	Southampton	
Esperance	Middleburgh	Plandome Heights	Speculator	
Fair Haven	Middleville	Pleasantville	Spring Valley	
Fonda	Milford	Poland	St. Johnsville	



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F 518.437.1182
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Uniondale, NY 11553

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Watson Company
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One Keystone Plaza,
Suite 300
Harrisburg, PA 17101

WWW.NYMIR.ORG

For 5/14/13 Village Board meeting

Welcome Center Greeters

Drops/Add

ADDS:

- Aceto, Rudolph
- Shifton, Harry

DROPS:

Per Welcome Center Management Committee member Doug Wolcott, the following should be dropped:

- Amos, Bill
- Anderson, Georgeann
- Blair, Kent
- Blanchard, Lesli
- Cook, Sara
- Derefinko, Jeanne
- Dilker, Deborah
- Erwin, John & Bonnie
- Jewell, David & Patricia
- Jones, Bob
- Lehman, Edward & Johnnie
- Maier, John & Helen
- Marsham, Terry & Carol
- Maziarz, Pete & Carrie
- Perkins, Judy
- Phillips, Sandra
- Rennard, Mark
- Safran, Franciska
- Schaffer, Mike & Linda
- Schuff, Shirley
- Taber, Dale & Nancy

Employee Health Systems

R E C E I V E D

MAY - 8 2013

VILLAGE OF BROOKPORT

on 5/14 VB agenda

INVOICE

TO: Maria Connie Castaneda, Mayor
Village of Brockport
49 State Street
Brockport, New York 14420

DATE: May 1, 2013

PAYMENT IS DUE IN THE AMOUNT OF \$952.00

*V#471
A9055: 8100*

*NOTE: 48 employees are Village employees

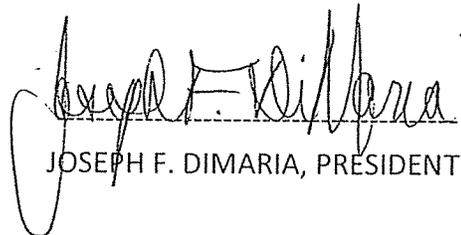
20 employees are Library employees *672*
\$280 - to be reimbursed by Library

DESCRIPTION OF SERVICES: Comprehensive Employee Assistance Program services for 68 Village of Brockport employees and their dependents, for the period June 1, 2013 through May 31, 2014.

PLEASE MAKE CHECK PAYABLE TO: EMPLOYEE HEALTH SYSTEMS
1577 RIDGE ROAD WEST, SUITE 208
ROCHESTER, NEW YORK 14615

NOTE PLEASE RETURN ONE INVOICE WITH PAYMENT.

THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER. IF WE CAN BE OF FURTHER SERVICE, PLEASE DO NOT HESITATE TO CALL UPON US.



JOSEPH F. DIMARIA, PRESIDENT

1577 West Ridge Road • Rochester, NY 14615 • (585) 865-7446 • Fax: (585) 865-7531
2280 East Avenue • Rochester, NY 14610 • (585) 473-4913



Employee Health Systems

EMPLOYEE HEALTH SYSTEMS
1577 WEST RIDGE ROAD
ROCHESTER, NEW YORK 14615
(585) 865-7446

EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT

Between Employee Health Referral Systems, Inc., 1577 West Ridge Road, Rochester, New York 14615, hereinafter referred to as EHS and Village of Brockport, 49 State Street, Brockport, New York 14420 hereinafter referred to as employer.

EHS agrees to provide Employee Assistance Program services for covered employees and eligible family members residing in the same household as stated herein.

Program services shall begin on June 1, 2013 and end on May 31, 2014 covering 68 employees. Employer agrees to pay EHS the sum of \$952.00 for services provided under the terms of this agreement.

Services provided by EHS under terms of this agreement are stated in items one through fifteen herein;

1. PROGRAM CONSULTATION and support is provided throughout the contract period as required to implement and maintain an effective program.
2. SUPERVISOR TRAININGS are presented to all managers and supervisors. Program includes concepts, goals, objectives, job performance documentation, intervention techniques, administrative referral process, and effective utilization of the program. (1 - 1 1/2 hours)
3. EMPLOYEE ORIENTATIONS are presented to all employees. Orientation covers program services, when and how to use, confidentiality, and the benefits of accepting professional assistance. (20 - 30 minutes)

4. On-SITE SEMINARS covering current workplace issues are available to EAP accounts under contract at minimal expense. A current listing of seminar topics and expense fees is available upon request. In second year and subsequent year agreements on-site seminars are provided as part of the EAP contract without additional fees (1 hour per 100 employees covered).
5. DOT REQUIRED SUBSTANCE ABUSE EVALUATIONS are available through the EAP for employees in safety sensitive positions that have tested positive under DOT rules. There will be an additional fee of \$450.00 for each employee that has tested positive and referred to EAP for a substance abuse evaluation, recommended treatment plan, work reintegration interview and follow-up services.
6. ON-SITE TRAUMA RESPONSE SERVICES are provided to address the emotional impact of catastrophic workplace events and to assist employees in understanding and processing the emotional impact of the traumatic event. (One trauma response service per year free).
7. PROGRAM PROMOTIONAL MATERIAL will be provided throughout the contract period to maintain a high level of program visibility. Nine promotional items are provided per year including brochures, posters, wallet cards, and other materials.
8. UNLIMITED MANAGEMENT CONSULTATIONS are provided as required to assist management and supervisors in the development of a constructive intervention plan to address unacceptable job performance.
9. ADMINISTRATIVE REFERRAL SYSTEM is available to provide managers and supervisors with a constructive option in addressing unacceptable job performance.
10. PROGRAM MAINTENANCE is provided throughout the contract period. Upon request an account representative will visit your organization to review program performance and recommend any changes required to maintain an effective program.
11. UNLIMITED TELEPHONE COUNSELING AND REFERRAL services are available to employees and eligible family members who wish to formally enter the EAP program and/or receive supportive counseling or referral to other community services.

12. TWENTY FOUR (24) HOURS, 7 days a week, toll free access to Employee Assistance Program services is provided as follows:

STANDARD BUSINESS HOURS

Monday through Friday:

Comprehensive EAP Assistance – 9:00 AM to 6:00 PM

Critical Situations:

Anytime, 24 hours per day, 7 days per week.

13. CONFIDENTIALITY is provided to everyone who utilizes the program, except in cases of child abuse, a significant threat to safety and well being to self and others, and other applicable state and federal laws or unless an approved release has been signed by the employee involved authorizing specific information to be released. (See Statement of Understanding).
14. PROGRAM UTILIZATION REPORTS are provided quarterly as well as an annual summary of utilization.
15. DIAGNOSTIC EVALUATION AND SHORT-TERM COUNSELING services are provided under the terms of this agreement. Services provided are defined as up to four (4) face-to-face counseling sessions with an EHS counselor for each unrelated family problem per contract year for the purpose of diagnosing the client's difficulty, provide brief counseling when appropriate, to prepare and recommend a treatment plan, and to refer the client for counseling when required. Employees or covered family members that require long-term treatment will be referred upon completion of an in-depth diagnostic evaluation (average two (2) sessions). The number of counseling sessions granted is determined by the EHS case manager and is based on clinical facts of each case.

Services NOT covered under terms of this agreement: psychiatric testing, psychological testing, student aptitude testing, attention deficit disorder evaluation, driving while intoxicated referrals, court ordered/legal referrals, any medical services, and DOT substance abuse evaluations. Family members that do not reside in the same household as the covered employee are not covered by services.

PAGE 4

EHS under the terms of this agreement is considered to be an independent contractor and not affiliated with, or an agent of, employer.

EHS will hold employer harmless for any and all acts performed by EHS, its employees, officers, or subcontractors under terms of this agreement.

EHS will provide and maintain professional liability insurance coverage throughout the term of this agreement.

Employer agrees to designate an internal coordinator to facilitate program activities with Employee Health Systems staff, including the scheduling of training programs, distribution of program materials, and monitoring of program performance.

No other services are expressed or implied under the terms and conditions of this agreement.

This agreement may be assigned by Employee health Systems without the prior, written consent of the other party.

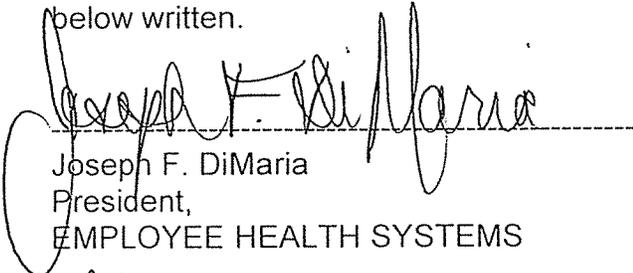
This agreement may be terminated by either party upon sixty (60) days written notice delivered in person or by certified mail to the parties principal office as herein set forth.

Employee Health Systems hereby agrees to provide services as specified in this agreement for the sum of \$952.00.

Fees are computed as follows:

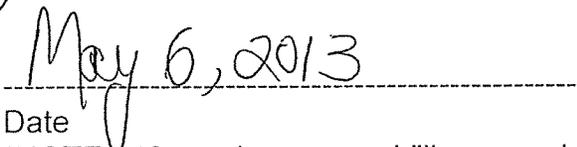
68 employees @ \$14.00 average per year.

In witness whereof the parties hereto have executed this agreement the day and year below written.



Joseph F. DiMaria
President,
EMPLOYEE HEALTH SYSTEMS

Maria Connie Castaneda
Mayor
VILLAGE OF BROCKPORT



Date

Date

*NOTE: 48 employees are Village employees
20 employees are Library employees

April 2013

Feedback from review of the Village of Brockport's EOP amended 1/22/13:

From
Frederick J. Rion, Jr., MSW, MPA
Emergency Preparedness Administrator
Monroe County Office of Emergency Management

"Yes, I would include both (Annex A & B), but if you post the plan on your website I would redact the names and frequencies. In regards to the log in credentials, I would need to know the names of the people who you want to have access and their email addresses. We will then assign them a user name and a password and send them the instructions. When Debi, our secretary sends them the information, she will also provide information regarding upcoming trainings.

Took a look at plan last night and these are things that came to mind:

- Within chapter 2 (your choice where), do you want to add something about the use of WebEOC if you like that system we provide?
- Page 11 under Level 3 - You name a site for your EOC. You should have an alternate site named somewhere in your plan in case your primary goes down. Additionally on that page you mentioned that State and Federal assistance may be requested by the mayor if the situation requires. You may want to mention going to County first for assistance as the State will likely tell you start local with county for resources and what we can't get; we would push to the State.
- Page 14 - Under the sequence of actions section, your bullet point mentions opening the EOC at the request of the Incident Commander. Perhaps you could put in a statement that County OEM will be notified of Village opening their EOC. That could be a trigger to us to start planning, looking at resources, etc.
- Page 15 - second sentence from top, add County to coordinating group and third sentence from bottom, again I would recommend requesting assistance from County first before going to State or Feds.
- Page 16 under EOC heading, again mentioning an alternate site.
- Page 20 - our office is now the Monroe County Office of Emergency Management (not Preparedness). Also what do you mean by "Initiate the Emergency Communications Network"?
- Page 26 - halfway down page, it should be Monroe County Office of Emergency Management (not Preparedness).
- Page 32 - first bullet, capitalize "Emergency"

Other than that, things look great."

DRAFT

**Village of Brockport
Standard Facilities Use Agreement**
Proposed amendments 5/14/13 Amended 9/13/14

This Agreement describes the terms and conditions under which the undersigned outside party (the "USER") may use facilities owned by the Village of Brockport (the "VILLAGE").

Whereas VILLAGE owns and operates, or lawfully controls the use of, the property ("PROPERTY") described below, and USER desires to use said PROPERTY, VILLAGE agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

USER NAME:		PROPERTY:	
ADDRESS:		DATE OF USE:	
CITY/STATE/ ZIP:		START TIME:	
TELEPHONE:		END TIME:	
FEES:		EVENT NAME:	
DEPOSIT:	None \$25.00 (In addition to Fees)	PURPOSE OF USE:	

FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sums referenced below as a fee for the use of the PROPERTY:

- Village Hall Conference Room \$0.00 per hour
- Sagawa Park \$0.00 per hour
- Welcome Center – canal front amenities – per fee schedule based on boat length

This fee is due immediately. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

~~2. ADDITIONAL FEES & SECURITY DEPOSIT: In addition to the fee described above, USER will be responsible for paying any and all expenses incurred by USER and/or VILLAGE in support of or as a result of the use. Such expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs. The user shall pay to the Village the amount of \$25.00, which shall be held by the Village Clerk as a security deposit for any damage to the facility or other loss or expense incurred by the Village due to the use of the facility by the user. In the event that there is any damage, loss or expense incurred by the Village due to the use, the user agrees and acknowledges that the Village may use the security deposit for payment of same without prior approval of the user. The amount of the security deposit paid hereunder is not a limit of the user's liability to the Village for damage, loss or~~

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expense and any claim for same by the Village shall be paid immediately by the user.

3. OCCUPANCY LIMITS: The USER shall comply with the occupancy limits of the PROPERTY being used as follows:

- Village Hall Conference Room 49 persons
- Sagawa Park Not applicable
- Welcome Center

4. SPECIAL RULES: The USER shall comply with the additional rules of the PROPERTY being used as follows:

A. Village Hall Conference Room:

1. All garbage must be removed by USER.
2. The key must be picked up from the Village Clerk by 4:30 pm the day of the meeting and returned to the Village Hall drop box after the building is locked that evening.
3. Alcohol sales are prohibited. Alcohol consumption is prohibited unless approved by the Board of Trustees for a specific PURPOSE OF USE.
4. Turn lights off and assure doors are locked.

B. Sagawa Park:

1. USER shall vacate the park no later than 9:30 pm.
2. All garbage must be removed by USER.
3. The USER shall not disturb area church services.
4. The USER may not exclude members of the public from simultaneously using the park.
3. Alcohol sales are prohibited. Alcohol consumption is prohibited unless approved by the Board of Trustees for a specific PURPOSE OF USE.

C. Welcome Center:

1. USER shall vacate the Welcome Center no later than
2. All garbage must be removed by the USER.
3. The USER may not exclude other users or members of the public from simultaneously using the Welcome Center.
4. Alcohol sales are prohibited. Alcohol consumption is prohibited.

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4.1 ALCOHOLIC BEVERAGES: The USER agrees and acknowledges that the sale of alcoholic beverages at the PROPERTY is strictly prohibited. ~~Except at the Welcome Center, where alcoholic beverage consumption is prohibited at all times.~~ If alcoholic beverage consumption is approved by the Board of Trustees for a particular PURPOSE OF USE, then the USER may provide alcoholic beverages for consumption by the guests of the USER at the event by the USER purchasing the alcoholic beverages, and then the USER may provide the alcoholic beverages to the guests at the event, for free, and without any charge.

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5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.

6. DAMAGES AND REPAIRS: The USER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the VILLAGE.

7. COMPLIANCE: The USER agrees to use and occupy the FACILITY-PROPERTY in accordance with all VILLAGE policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes. USER may not use the VILLAGE's names or marks, or imply VILLAGE endorsement or support, without express permission from an authorized VILLAGE official.

8. PARTICIPANTS AND ATTENDEES: The USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER'S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.

9. ABANDONED PROPERTY: Any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the VILLAGE to be disposed of or utilized at VILLAGE'S sole discretion.

10. PERSONAL: This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of VILLAGE.

11. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the VILLAGE and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the VILLAGE.

12. INDEMNIFICATION

A. The VILLAGE shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the VILLAGE for any and all liabilities for any loss, injury, or damages to any such property.

B. The VILLAGE shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negligence of the VILLAGE. USER expressly agrees to indemnify and hold harmless VILLAGE, its officers, employees, students and agents, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the

liability or claim of liability arises out of the act or omission of USER.

C. In the sole discretion of the VILLAGE, at all times during the use of the PROPERTY,

USER may be required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of New York, covering the use contemplated by this agreement with combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The USER shall name the VILLAGE, including its trustees, officers, agents and employees as Additional Insureds for the said purpose and use of this agreement. USER agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against VILLAGE. The USER shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of New York where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the VILLAGE.

D. If USER is a department, division, or other unit of VILLAGE, paragraph 12 and all requirements included within it are null and do not become part of the agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law. If USER is an individual, the comprehensive liability insurance certificate required by paragraph 12(C) shall not be required unless the VILLAGE finds, in its sole discretion, that the intended use may negatively impact the Village or its property.

13. CANCELLATION AND TERMINATION: The VILLAGE reserves the right to cancel or terminate the use and retain the use fees and security deposit paid to the VILLAGE if for any reason, within the independent and sole discretion of the VILLAGE, there is or will be, any violation of this agreement, of any rule regarding the use of the PROPERTY, any obligation of the user hereunder, or for any other reason based on health and safety concerns of the Village or its officials.

14. WHOLE AGREEMENT: This writing contains the whole and complete agreement between the VILLAGE and USER.

15. SEVERABILITY: The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

The undersigned certifies that (s) he is authorized to sign this Agreement on behalf of the USER and the VILLAGE, respectively, and that the USER and the VILLAGE acknowledge and accept the terms and conditions herein and attached hereto.

Dated: _____ 20__ Dated: _____ 20__

USER: _____ VILLAGE: _____

BY: _____ BY: _____

Position: _____ Position: _____

For office use only:

_____ Approved _____ Denied
_____ Availability Confirmed with _____
_____ Notification Given to _____
_____ Security Deposit Collected (\$25)
_____ Fees Collected

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Received Insurance Certificate with Village as Additional Insured (Not required for individual use of facility)

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DRAFT

VILLAGE OF BROCKPORT Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a public hearing beginning at 7:00 p.m. on Tuesday, May 28, 2013, in the Conference Room of the Brockport Village Hall, 49 State Street, Brockport, New York, to consider its resolution for the abandonment of that designated portion of Kenyon Street, running generally between Monroe Avenue and Residence Drive, as more particularly laid out in the “College at Brockport[,] State University of New York[,] Acquisition Map”, dated January 29, 2013, based upon its finding that said designated portion of Kenyon Street is not needed as a thoroughfare or for any other municipal purpose, and upon abandonment to donate said designated portion of Kenyon Street to the State University of New York College at Brockport (the “College”), for the proposed public use in order to facilitate the College’s accomplishment of its “Facilities Master Plan” for its planned capital improvements and expansion.

All interested parties will be given the opportunity to be heard.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: May 15, 2013

For publication in Suburban News and posting on Village website and at Village Hall

Leslie Ann Morelli

From: Harry Donahue [hdonahue@brockportny.org]
Sent: Thursday, May 09, 2013 3:14 PM
To: 'Leslie Ann Morelli'
Cc: 'Mayor Maria Connie Castaneda '; 'Trustee Bill Andrews '; 'Trustee Margay Blackman '; kblair@brockportny.org; 'Trustee Carol Hannan '; 'Dan Hendricks'
Subject: DPW Truck replacement

Mayor & Trustees,

I would like to request a Truck replacement. As you were aware of my needs entering the new budget talks I requested that we consider some replacement trucks. With that being said we just recently started having engine problems with one of our trucks that I recommended we replace. This truck was removed from the new budget. The 2003 one ton F550 dump/plow truck is now out of service. A week ago Friday the truck started badly burning antifreeze. For any of you that don't know about engines that is not a good sign. On that Friday it burned 2 gallons of antifreeze. That is when it was determined by my mechanic and myself to remove it from service. This truck was a first out plow truck and used very heavily on a day by day basis especially during the summer months. It has made scheduling of work very difficult without this truck operable. As described in my budget request the dump box was badly rotted and would need to be replaced soon. I also explained that the engine had been previously torn down 3 other times and had extensive work done to it. In talking with Treasurer Hendricks together we believe that it could be replaced in this current budget year. I have spoken with VanBortal Ford and have discovered that we can piggyback off of Chautauqua County bid. We can order this truck until the build out date which is May 24th. After that we would have to wait till next year or put it out to bid. I would recommend that we order it as soon as possible. I am working with VanBortal's fleet manager to come up with a final price for the new truck. I expect to have that final pricing before the meeting on May 14th and hope that you will be willing to allow me to replace this truck. As always you can contact me with any additional questions.

Sincerely, Harry