



To: Board Members

Date: May 2, 2024

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, May 9, 2024 @ 9:00 a.m.
Board Room, 475 Norris Drive**

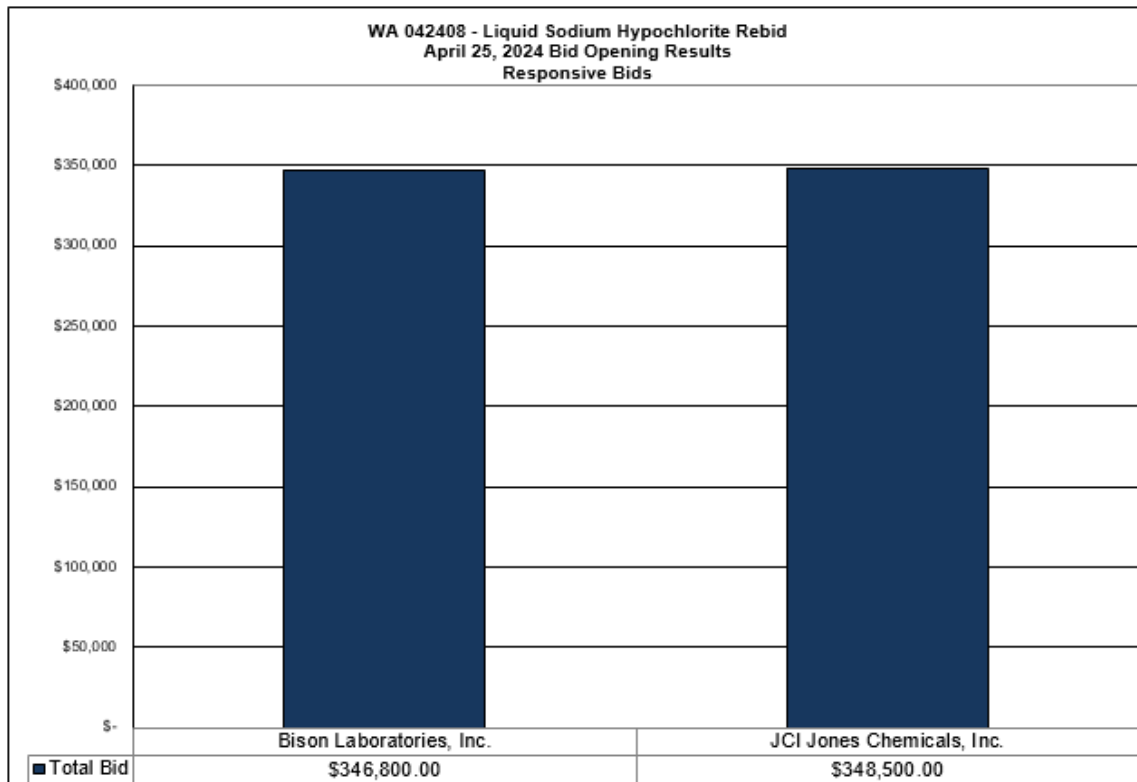
AGENDA ITEMS:

1. Personnel Items:

- There is two items on the Agenda marking the retirements of Rhonda Connors and Jody Dunn. We appreciate their many years of dedicated service to the Authority and wish them a happy and fulfilling retirement.
- Appointment of Miguel Suarez to the title of Skilled Laborer in the Facilities, Fleet and Operatons Department. Mr. Suarez has been most recently working at the City of Rochester as an equipment operator, and the skills necessary for this position. Mr. Suarez will be filling a vacant position in the operations area. See enclosed memorandum from Stephen Trotta.
- Appointment of Jason Watington to the title of Utility Worker in the Facilities, Fleet and Operations Department. Mr. Watington will be filling a current vacancy in the warehouse. Mr. Watington interviewed well and is suited for this position. See memorandum enclosed.

2. There are two items on the agenda for the purchase of two new 2024 Ford trucks utilizing the Onondaga County Contract.

3. There is an item on the agenda to award a contract for supply of an estimated 170,000 gallons of liquid sodium hypochlorite to the Shoremont and Webster Water Treatment Plants, and to the Denise Reservoir for the water treatment process. Two responsive bids were received.



This contract is a unit price contract for an initial six-month term June 1 through November 30, 2024 with the option to extend for up to four additional six-month terms upon mutual consent with a maximum price escalation of 5% per term of extension.

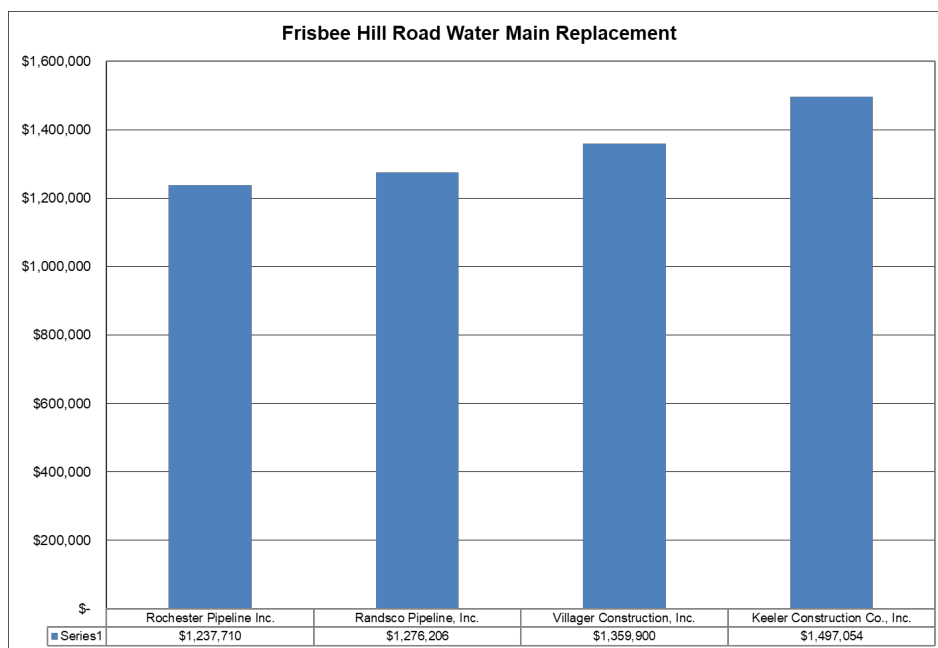
Our recommendation is to award this contract to the lowest responsive, responsible bidder, Bison Laboratories, Inc. for the bid amount of \$346,800 (\$2.04 per gallon). This bid price is an approximate 10% decrease from the previous contract price the Authority paid for this chemical.

4. There is an item on the agenda to authorize the purchase of pipe and plumbing supplies utilizing Monroe County Contract No. 0106-24 for an estimated total annual cost of \$150,000. Purchases will be made on an as-needed basis from two local vendors authorized by the Contract, which include Geck Plumbing & Heating Supply Company, Inc., and Rochester Windustrial. This Contract will be utilized by the Production and FFO Departments.

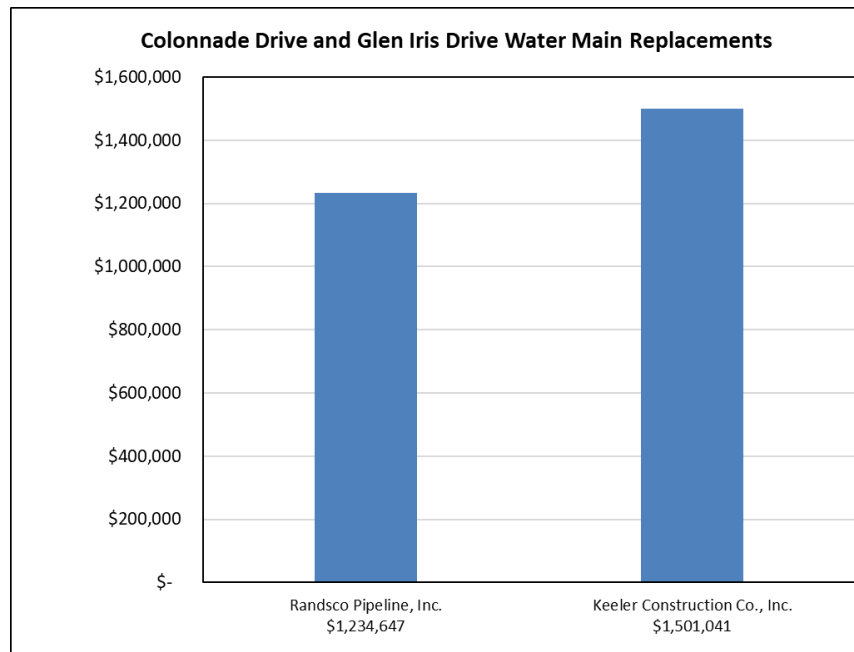
5. There is a resolution on the agenda to authorize the execution of an Amended and Restated Retail Lease Agreement for Operation of Water Districts in the Town of Chili. The Town of Chili Department of Public Works (DPW) had radio equipment installed on a Fire Department Building that was being demolished and reconstructed in a new location. The DPW requested the Authority allow them to install the radio equipment on the Chestnut Ridge water storage tank to maintain

continuous communication. The existing retail lease agreement dated January 16, 2003 was for 40 years and did not include provisions for the installation of radio equipment on water facilities or properties leased from the Water Districts of the Town. The Authority and the Town approved the installation of these facilities on the tank through a Temporary License Agreement while details of a renewed lease agreement were considered. The new agreement will be for a term of 40-years from the Effective Date of the Agreement and include provisions for radio communication equipment as well as Authority’s current standard terms and conditions.

6. There is an item on the agenda to award a contract for the Frisbee Hill Road Water Main Replacements project in the town of Greece. The project involves the installation of approximately 4,600 lineal feet of 8” ductile iron water main and 120 lineal feet of 8” HDPE water main on Frisbee Hill Road. There were five bids submitted, however one of the bids was non-responsive to the request. Our recommendation is to award this work to the lowest responsive, responsible bidder, Rochester Pipeline Inc. in the bid amount of \$1,237,710.



7. There is an item on the Agenda to award a unit price contract for the Colonnade Drive and Glen Iris Drive Water Main Replacements project in the Town of Henrietta. The project involves furnishing and installing approximately 4,800 linear feet of 6” ductile iron water main and appurtenances on Colonnade Drive, Mountbatten Street, and Glen Iris Drive. There were four bids submitted, however two of the bids were non-responsive to the request. Therefore, our recommendation is to award this work to the lowest responsive, responsible bidder Randsco Pipeline, Inc. in the bid amount of \$1,234,647.



8. There is an item on the Agenda authorize the award of the annual software licensing and maintenance renewal for the annual renewal of Malwarebytes Endpoint Protection and Response from the low responsive, responsible bidder, NewBeg, Inc.
9. There is an item on the Agenda authorize the use of to New York State Office of General Services Contract for the annual renewal of AutoCAD Licensing and Maintenance from Dell Technologies
10. There is an item on the Agenda authorize the use of the New York State Office of General Services Contract for the annual renewal of Oracle Licenses and Maintenance from Oracle America, Inc.
11. There is an item on the Agenda to authorize the Executive Director to enter into an agreement with O'Donnell & Associates to provide New York State and Federal Legislative and Advocacy Services.

AUDIT COMMITTEE REPORTING

12. The Authority's Audit Committee met on April 30, 2024. Per their review and recommendation, there are resolutions for the following items, information for which is enclosed for full Board review:

- Authorize a Professional Services Agreement with Arthur J. Gallagher (formally M & T Insurance Agency, Inc.) for placement of General Insurance Coverage, to serve as Broker of Record, and for provision of Risk Management Services for a term of one year.
 - Authorize the proposal submitted by Broker, Arthur J. Gallagher (formerly M&T Insurance Agency, Inc.) and authorize to place Insurance Coverage to include: General Liability Insurance, Public Officers Liability Insurance, Employment Practices Liability Insurance, Property, Insurance, Inland Marine Insurance, Vehicle Insurance, Crime Insurance, Flood and Earthquake Insurance, Pollution Insurance, Owners Contractors Protective Insurance, Travel Accident Insurance, Cyber Insurance, and Excess Liability Coverage (\$10M).
 - Furthermore, direct M&T Insurance Agency, Inc. to obtain quotations for additional Excess Liability coverage.
13. The Authority's standard procurement compliance resolution.
14. There are items for approval of the Authority's 1st Quarter Investment Report for period ending March 31, 2024, and 1st Quarter Financial Report for period ending March 31, 2024. These reports are enclosed for Board review.

There may be additional items placed on the Agenda not finalized for this mailing.

BOARD DISCUSSION/NOTIFICATION ITEMS

- In Board Folders for Review:
 - Routine Monthly Informational Reports and/or Updates

There may be additional items presented for discussion and/or notification.

NN/dlh
Enclosures

cc: Executive Staff



Memorandum

To: Nicholas Noce, Executive Director

Date: April 30, 2024

From: Stephen T. Trotta, Director of Operations

Subject: Recommendation to Hire

Copies: D. Hendrickson

I would like to recommend the appointment of Miguel Suarez to the position of Skilled Laborer in the Facilities, Fleet and Operations Department.

Mr. Suarez was interviewed by Larry Magguilli, Steve Kromer, Mark Iannitti and Mike Sullivan and was found to be very well suited for this position. Mr. Suarez has most recently been employed by the City of Rochester as an Equipment Operator.

The position will be at an hourly rate of \$26.07.

Mr. Suarez's appointment will be effective May 13, 2024.

~~(Dis)~~Approved:  4-30-24
 Director of Operations Date

~~(Dis)~~Approved:  5-2-24
 Deputy Executive Director Date

(Dis)Approved: _____
 Executive Director Date

Board Resolution: _____



Memorandum

To: Nicholas Noce, Executive Director

Date: April 30, 2024

From: Stephen T. Trotta, Director of Operations

Subject: Recommendation to Hire


Copies: D. Hendrickson

I would like to recommend the appointment of Jason Watington to the position of Utility Worker in the Facilities, Fleet and Operations Department working in the warehouse.

Mr. Watington was interviewed by Larry Magguilli, Steve Kromer, Mark Iannitti and Mike Sullivan and was found to be very well suited for this position. Mr. Watington has warehouse experience, working with a crane and maintains a CDL 'B' license.

The position will be at an hourly rate of \$28.63.

Mr. Suarez's appointment will be effective May 28, 2024.

(Dis)Approved:  4-30-24
 Director of Operations Date

(Dis)Approved:  5-2-24
 Deputy Executive Director Date

(Dis)Approved: _____
 Executive Director Date

Board Resolution: _____



Memorandum

To: Laurie Neff, Purchasing Agent

Date: April 26, 2024

From: Chris J. LaManna, Dir. of Production and Transmission *CL*

File:

Subject: Bid WA042408 – Liquid Sodium Hypochlorite

Copies: N. Noce
L. Magguilli
D.Hendrickson

The following responsive bids were received for WA042408 – Liquid Sodium Hypochlorite, which consists of supply of approximately 170,000 gallons of the chemical over a six-month period to the Shoromont and Webster Water Treatment Plants, and the Denise Reservoir for water treatment operations. See attached bid tabulation and review summary.

- Bison Laboratories, Inc.: \$ 346,800.00 (\$2.04/gallon)
- JCI Jones Chemicals, Inc.: \$ 348,500.00 (\$2.05/gallon)

Three additional bids were received; however, each was determined to be non-responsive. A bid was received from Amrex Chemical Co., Inc. in the amount of \$526,830.00 (\$3.099/gallon); however, it did not include submission of the required certificate of compliance with NSF, certified chemical analysis, or safety data sheet (SDS). A bid was also received from Kuehne Chemical Co. Inc. in the amount of \$841,500.00 (\$4.95/gallon); however, it did not include submission of the required certified chemical analysis. Finally, a bid was received from Archie Supply, LLC in the amount of \$1,275,037.50 (\$412.50/55-gallon drum); however, it is for supply of sodium hypochlorite in 55-gallon drums, which does not meet the specification requirements. In addition, it did not include submission of the required certificate of compliance with NSF, certified chemical analysis, or SDS. It is recommended that these three bids be rejected. Notification of bid rejection should be sent to these bidders including the reason(s) their bid was determined to be non-responsive.

I recommend the bid be awarded to Bison Laboratories, Inc. as the lowest, responsive, responsible bidder in the amount of \$346,800.00 (\$2.04/gallon).

~~(Dis)~~ Approved by: *Christie J. LaManna*
Director of Production & Transmission

4/26/24
Date

~~(Dis)~~ Approved by: *Laurie Neff*
Purchasing Agent

4/29/24
Date

(Dis) Approved by: _____
Secretary to the Authority

Date

~~(Dis)~~ Approved by: *Nicholas Noce*
Executive Director

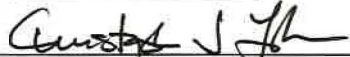
4/30/24
Date

Monroe County Water Authority
WA 042408 - Liquid Sodium Hypochlorite
Bid Tabulation



I certify that this tabulation is a true representation of bids received
on April 25, 2024 at 10am for this contract.

Eng. No.: N/A
Auth. No.: N/A
Bid Opening: April 25, 2024 at 10am

By: 
Christopher J. LaManna, P.E., Director of Production

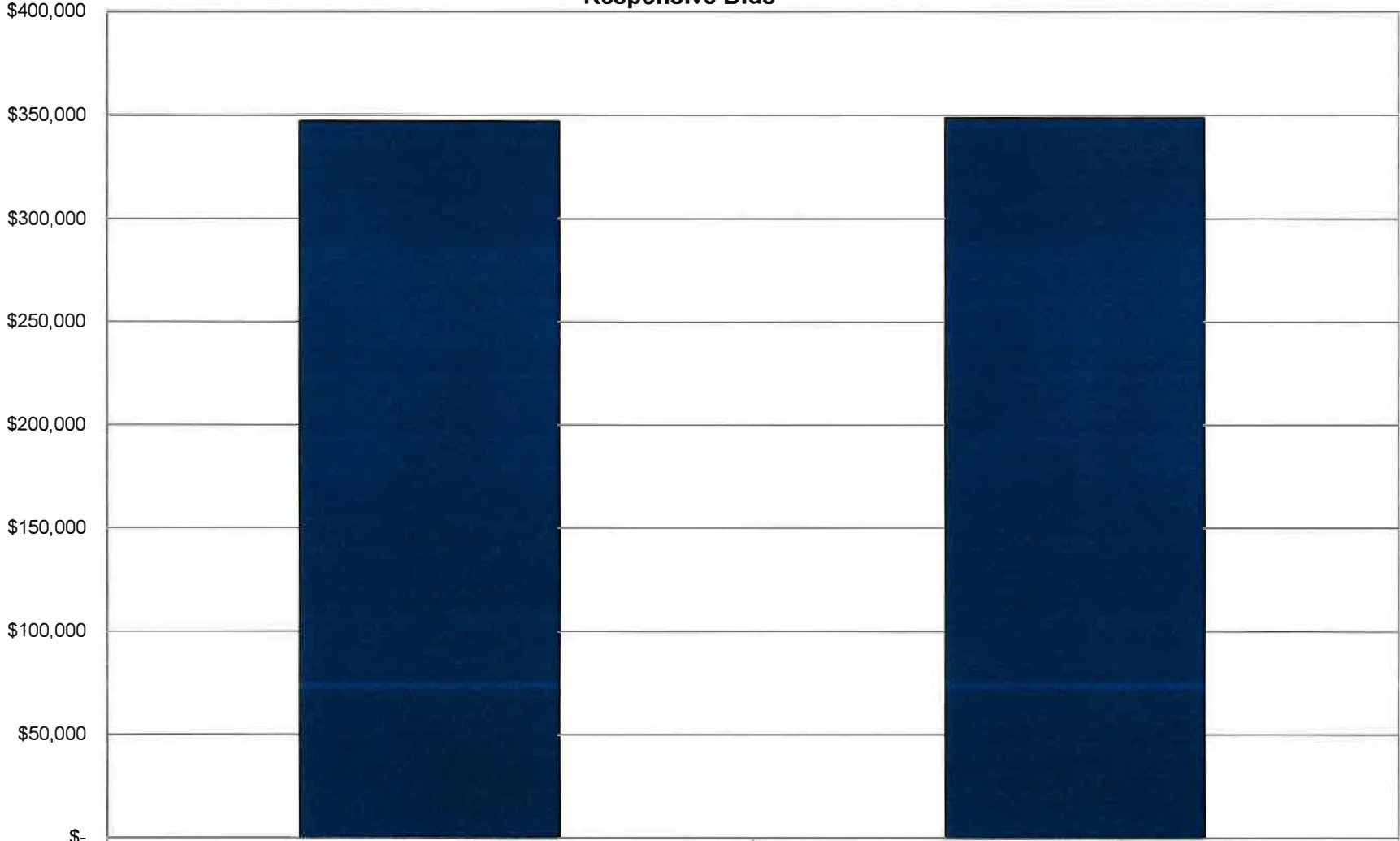
Date: 4/26/24

Bison Laboratories, Inc. 100 Leslie St. Buffalo, NY 14211 716.895.2707	JCI Jones Chemicals, Inc. 100 Sunny Sol Blvd. Caledonia, NY 14423 585.538.2314	Amrex Chemical Co., Inc. 117 E. Frederick St. Binghamton, NY 13904 607.772.8784	Kuehne Chemical Co, Inc. 86 North Hackensack Ave. Kearny, NJ 07032 973.589.0700	Archie Supply, LLC 5939 West Friendly Ave, Unit 51K Greensboro, NC 27410 540.818.5822
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Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Delivery of Liquid Sodium Hypochlorite	170,000	GAL	\$ 2.04	\$ 346,800.00	\$ 2.05	\$ 348,500.00	\$ 3.099	\$ 526,830.00	\$ 4.95	\$ 841,500.00	\$ 412.50	\$ 1,275,037.50
												(price per 55-gal drum)	
Total Bid Price				\$	346,800.00	\$	348,500.00	\$	526,830.00	\$	841,500.00	\$	1,275,037.50
								Non-Responsive ⁽¹⁾		Non-Responsive ⁽²⁾		Non-Responsive ⁽³⁾	

- Notes:**
- Amrex Chemical did not submit a certificate of compliance with NSF, certified chemical analysis, or SDS with their Bid. For this reason, their Bid is determined to be non-responsive in accordance with Instructions to Bidders Articles 5 and 8; and Technical Specifications Article 5.
 - Kuehne Chemical did not submit a certified chemical analysis with their Bid. For this reason, their Bid is determined to be non-responsive in accordance with Instructions to Bidders Articles 5 and 8; and Technical Specifications Article 5.
 - Archie Supply's Bid is for the supply of sodium hypochlorite in 55-gallon drums, which is not meet the technical specification requirements. They also modified the Bid Form accordingly by revising the quantity, to represent their proposed Bid of 55-gallon drums. In addition, they did not submit a certificate of compliance with NSF, certified chemical analysis, or SDS with their Bid. For these reasons, their Bid is determined to be non-responsive in accordance with Instructions to Bidders Articles 5 and 8; and Technical Specifications Article 5.

**WA 042408 - Liquid Sodium Hypochlorite Rebid
April 25, 2024 Bid Opening Results
Responsive Bids**



■ Total Bid

Bison Laboratories, Inc.

\$346,800.00

JCI Jones Chemicals, Inc.

\$348,500.00



Engineering No.: N/A
 Authorization No.: N/A
 Bid Opening: April 25, 2024 at 10am

	Bison Laboratories, Inc. 100 Leslie St. Buffalo, NY 14211 716.895.2707	JCI Jones Chemicals, Inc. 100 Sunny Sol Blvd. Caledonia, NY 14423 585.538.2314	Amrex Chemical Co., Inc. 117 E. Frederick St. Binghamton, NY 13904 607.772.8784	Kuehne Chemical Co. Inc. 86 North Hackensack Ave. Kearny, NJ 07032 973.589.0700	Arche Supply, LLC 5939 West Friendly Ave, Unit 51K Greensboro, NC 27410 540.818.5822
Proposal	Yes	Yes	Yes	Yes	Yes
Addenda Acknowledgement	N/A	N/A	N/A	N/A	N/A
Affirmation of Understanding & Agreement	Yes	Yes	Yes	Yes	Yes
Bidder/Officer Disclosure	Yes	Yes	Yes	Yes	Yes
Instructions to Bidders	Yes	Yes	Yes	Yes	Yes
Non-Collusive Bidding Certification	Yes	Yes	Yes	Yes	Yes
Bid Bonds	N/A	N/A	N/A	N/A	N/A
Bid Form	Yes	Yes	Yes	Yes	No ⁽²⁾
Prices vs Words	N/A	N/A	N/A	N/A	N/A
Extensions of Unit Prices	Yes	Yes	Yes	Yes	No ⁽³⁾
Technical Specifications	Yes	Yes	Yes	Yes	Yes
Certification of Non-Arrears and Non-Default	Yes	Yes	Yes	Yes	Yes
Bid Compliance Clauses	Yes	Yes	Yes	Yes	Yes
Terms and Conditions	Yes	Yes	Yes	Yes	Yes
Certification of Compliance with NSF	Yes	Yes	No ⁽¹⁾	Yes	No ⁽³⁾
Certified Chemical Analysis	Yes	Yes	No ⁽¹⁾	No ⁽²⁾	No ⁽³⁾
SDS	Yes	Yes	No ⁽¹⁾	Yes	No ⁽³⁾
Additions or Qualifications to Bid	No	No	No	No	Yes ⁽³⁾
All Pages of Bid Documents	Yes	Yes	Yes	Yes	Yes
Other Notes	None	None	None	None	Note 3
Determination:	Responsive	Responsive	Non-Responsive ⁽¹⁾	Non-Responsive ⁽²⁾	Non-Responsive ⁽³⁾

Notes:

1. Amrex Chemical did not submit a certificate of compliance with NSF, certified chemical analysis, or SDS with their Bid. For this reason, their Bid is determined to be non-responsive in accordance with Instructions to Bidders Articles 5 and 8; and Technical Specifications Article 5.
2. Kuehne Chemical did not submit a certified chemical analysis with their Bid. For this reason, their Bid is determined to be non-responsive in accordance with Instructions to Bidders Articles 5 and 8; and Technical Specifications Article 5.
3. Arche Supply's Bid is for the supply of sodium hypochlorite in 55-gallon drums, which is not meet the technical specification requirements. They also modified the Bid Form accordingly by revising the quantity, to represent their proposed Bid of 55-gallon drums. In addition, they did not submit a certificate of compliance with NSF, certified chemical analysis, or SDS with their Bid. For these reasons, their Bid is determined to be non-responsive in accordance with Instructions to Bidders Articles 5 and 8; and Technical Specifications Article 5.

**AMENDED AND RESTATED RETAIL LEASE AGREEMENT FOR OPERATION OF
WATER DISTRICTS
TOWN OF CHILI
TO
MONROE COUNTY WATER AUTHORITY**

This AMENDED AND RESTATED RETAIL LEASE AGREEMENT (“Agreement”) made this 19 day of April, 2024, between MONROE COUNTY WATER AUTHORITY, a public benefit corporation having its principal office at 475 Norris Drive, in the City of Rochester, Monroe County, New York (the “Authority”), and the TOWN BOARD OF THE TOWN OF CHILI, Monroe County, New York, a municipal corporation (the “Town”), acting on behalf of all of its water districts and, for avoidance of doubt, any and all of the Town’s existing and former water districts, water benefited areas and extensions thereto, whether now existing or hereafter formed (collectively, the “District”).

WHEREAS, the District and the Authority entered into a Retail Lease Agreement for Operation of Water Districts and/or Benefit Areas dated January 16, 2003 (the “Current Agreement”); and

WHEREAS, the District and Authority wish to amend and restate the Current Agreement to: (a) include a license to allow for the installation of radio communication equipment for use by the Town’s Department of Public Works at the Chestnut Ridge Tank site, (b) agree to a new forty (40) year term; and (c) make additional changes to the Current Agreement; and

WHEREAS, the Authority has allowed the installation and use of a radio communication equipment on the Chestnut Ridge Water Storage Tank pursuant to a Temporary License Agreement, dated February 8, 2023. The Temporary License Agreement will be superseded by this Agreement; and

WHEREAS, the parties are now making this Agreement pursuant to Section 198, par. 12(b) of the Town Law of the State of New York, to amend, replace, and supersede the Current Agreement in its entirety; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

OPERATION AND MAINTENANCE

1.1 From and after the Effective Date, the Town hereby leases to the Authority the entire operating plant, hydrants, water pumping, storage and distribution system of the Town (including, but not limited to, any and all conduits, pipes, valves, casings, meters, pumps, tanks and vaults owned by the Town) together with all of the Town's interests in real property of any kind or nature to the extent assignable (including, but not limited to, any and all easements (whether temporary or permanent and/or exclusive or non-exclusive), licenses and leases in favor of the Town), and all extensions thereto, whether now existing or hereafter formed (collectively, the "Leased Facilities"). The Leased Facilities include any replacements, additions, betterments and improvements (collectively, the "Improvements") hereafter furnished and installed in or by the Town during the term of this Agreement. The Leased Facilities constitute all of the physical assets used by or useful in connection with the distribution and sale of water in the Town's water system on and as of the Effective Date.

1.2 All references to customers, property or facilities of the District include any extensions thereto, including extensions that may be outside the territorial boundaries of the Town.

1.3 From and after the Effective Date, the Authority agrees to (a) operate, maintain and repair the Leased Facilities at its own cost and expense, and (b) sell water to the customers of the Town in accordance with the Authority's Current Rate Schedule generally applicable to retail customers of the Authority, as the same may be amended from time to time by the Authority in its sole discretion (the "Current Rate Schedule"). Pursuant to the provisions of Section 1105 of the Public Authorities Law, the Authority is not required to pay taxes or assessments upon any properties or Improvements made or acquired by it or upon the Leased Facilities. The Town and the District shall not charge the Authority any fee in connection with the Authority's operation, maintenance, and repair of the Leased Facilities, nor any fee in connection with any Improvements

made by the Authority. From the date of, and during the term of this Agreement, the Town shall remedy or cure, to the Authority's satisfaction, any defects in the easements, licenses and leases in favor of the District that are part of the Leased Facilities, by exercising its powers or condemnation and eminent domain or otherwise, all at the cost and expense of the Town.

1.4 During the term of this Agreement, all sales of water and the performance of services by the Authority for the Town shall be made in accordance with and governed in all respects by the Authority's Rules for the Sale of Water and the Collection of Rents and Charges, as amended from time to time by the Authority in its sole discretion (the "Authority's Rules"), and by subpart 5-1, Public Water Supplies, of the New York State Sanitary Code.

1.5 The Town shall not sell or resell water either inside or outside the Town of Chili for any purpose whatsoever, nor grant any permission, approval, or other sanction to any other person to sell or resell water within the Town, District, or other area served by the Authority pursuant to this Agreement.

1.6 During the term of this Agreement, the Authority shall have the exclusive right to be the sole supplier of public water to all existing and future customers located within the Town and District.

1.7 The Town shall protect and preserve all water system assets installed within and adjacent to the right-of-way and water system easements from encroachment by other utilities and structures of any kind via their permitting and planning functions.

1.8 The Town shall comply with the Authority's current site security requirements during the installation and all future maintenance of the radio communications equipment at Chestnut Ridge Tank ("Tank"). The Town also agrees to temporarily relocate the radio communication equipment from the Tank to a temporary facility installed on the same parcel to accommodate the Authority making significant repairs, rehabilitation or recoating the tank, at their expense.

II. REPLACEMENTS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS

2.1 The Town shall not at any time be obligated to make Improvements within the territorial limits of the Town or any extensions thereof at its own cost and expense, other than those resulting from the Town's decision to install new facilities without the approval of the Authority as described in 2.7.

2.2 The Authority may, in its sole discretion and at its own cost and expense, make Improvements within the territorial limits of the Town, when economically feasible, in order to provide an adequate supply of water at proper pressure to the Town, or to other areas outside of the Town where the Authority is authorized and empowered to sell water. The Town agrees that such Improvements may be installed at such locations, and may be connected and interconnected with the distribution systems of the Town in such manner, as the Authority may determine and shall not be subject to taxes, fees, charges or other costs for Town approvals or easements on Town property or within Town right-of-ways. Legal title to such Improvements installed by the Authority at its own cost and expense will be and remain in the Authority.

2.3 Legal title to Improvements, when approved by the Authority and installed by the Town at its own cost and expense, will be and remain in the Town.

2.4 From time to time private developers will make Improvements pursuant to the terms of main extensions agreements ("Main Extension Agreements") entered into with the Authority. Legal title to any such Improvements will be and remain in the Authority.

2.5 The Town agrees that the Authority may use the Leased Facilities to supply water to areas located beyond the limits of the Town, and the Town shall not impose on the Authority in consequence of those activities any rentals or other charges or conditions. The Authority agrees that such use by it of the Leased Facilities will not reduce, below Department of Health accepted standards, the supply or pressure of water then being furnished by the Authority to customers within the Town.

2.6 All extensions to the existing District after the Effective Date will be made under the exclusive control and jurisdiction of the Town, subject to the provisions of the Town Law and any amendments thereof. Except as specifically provided in this Section 2.6, the Authority shall not

have responsibility for any such extensions. In the event the Town forms one or more extensions, they will be subject to the following terms and conditions:

- a. Distribution systems within the extensions must be installed without cost to the Authority and must service the entire area of the said extension.
- b. Upon completion of the distribution systems within such extensions, the distribution systems and extensions will become subject to this Agreement and to the Authority's standard "Water District Main Extension Agreement," a copy of which is attached hereto as Schedule B.
- c. The Town will have the exclusive right to determine the amount of any fee to be charged to any such extension and paid by it to the Town for the privilege for connecting to the facilities of the Town. The fee will belong exclusively to the Town, and the Authority will have no right or interest therein whatsoever.
- d. Extensions to the existing District or distribution systems installed within the Town by a developer or others, at no expense to the Town, will be owned by the Authority upon completion of the installation.
- e. The Town shall comply with all applicable laws, rules and regulations, including the Authority's Rules, and obtain all necessary governmental approvals with respect to the formation of any extensions and the construction of the distribution systems therein.

2.7 All extensions to existing water districts made by the Town in accordance with Section 2.6 above, and all Improvements installed by the Town at its own cost and expense, shall be performed in accordance with the Authority's Rules and its standards and specifications, the design of which must be approved by the Authority in advance, and will be the subject of a Water District Main Extension Agreement between the Authority and the Town in form and substance reasonably satisfactory to the Authority and the Town.

In the event that the Town desires to install a type or quality of pipe that meets AWWA and NSF Standards but is different than the Authority's specifications, the Authority is willing to allow the Town to bid alternatives for price comparison purposes. The parties agree to discuss

different alternatives, quality concerns, and the costs thereof. If the cost difference is not significant, the Authority's specifications and standards will prevail. The Town may proceed without the Authority's approval of the pipe material; however, any such constructions will be subject to the Town being responsible for the full costs of any future repairs to or replacements of the facilities. The Authority may, at its option, choose to participate financially in the construction to resolve the cost differences.

III. SERVICE CONNECTIONS

3.1 During the term of this Agreement, all service connections will be made in accordance with the Authority's Rules.

IV. HYDRANTS

4.1 When replacing existing water mains and hydrants in accordance with Section 4.3, the Authority shall pay the costs thereof.

4.2 Upon the receipt of a certified copy of a resolution of the Town requesting installation of hydrants and specifying the locations where the same are to be placed upon the mains of the District, the Authority will, at its initial cost and expense, but subject to reimbursement by the Town as hereinafter provided, place and install the hydrants and hydrant connections in accordance with Section 4.3 hereof.

4.3 Hydrants will be installed only on six-inch or larger diameter water mains at a minimum spacing interval of 500 feet. When hydrants are installed as part of a water main replacement project, the Authority shall, to the extent practicable and desirable for the Town and the Authority, locate new hydrants reasonably close to the existing hydrant locations.

4.4 Hydrants installed at the sole request of the Town less than 500 feet apart will be considered "Additional Hydrants" installed for the purposes of private fire protection, as such term is defined in the Authority's Rules. Hydrants installed by the Authority in its sole discretion and for its water supply purposes less than 500 feet apart will not be considered as private fire protection.

4.5 The Authority shall bill the Town for hydrants and hydrant connections requested by the Town under Sections 4.2 or 4.4 at the actual installed cost thereof to the Authority, and the

Town shall reimburse the Authority in the amount billed therefor within thirty (30) days of the invoice date. Legal title to such hydrants and hydrant connections will be and remain in the Authority.

4.6 Hydrants installed as part of main extensions for real estate developments will be installed by and at the expense of the real estate developer, and will be owned by the Authority.

V. WATER SUPPLY BY THE AUTHORITY

5.1 From and after the Effective Date, the Authority shall furnish and supply all water to those customers now being served by the Town, and to such other residents and inhabitants of the Town who apply to the Authority for water service during the term of this Agreement, in accordance with the Authority's Rules.

5.2 It is understood and agreed that the Authority makes no guarantees as to the quantity, quality or pressure of the water in the pipes or mains supplying the same, or the continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure or other defect in the supply of water, whether caused by shutting off of water in case of accident or for alterations, extensions, connections or repairs, or for any cause whatsoever. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, and the Authority shall restore service and make water available as soon as reasonably practicable.

VI. LICENSE FOR INSTALLATION OF RADIO ANTENNA

6.1 The Authority hereby grants the Town a license to install a radio antenna and appurtenances (the "Antenna Improvements") on the Chestnut Ridge Water Storage Tank located at 259 Chestnut Ridge Road ("the Burdened Property") for the sole purpose of maintaining the use of the Town's existing radio system (the "License"). The Town shall have no rights to construct any other improvements on any portion of the Burdened Property or to otherwise use the Burdened Property in a manner inconsistent with the terms of the Approved Plans (as defined herein), nor to expand the use of the Burdened property beyond the extent contemplated herein.

6.2 The Town agrees: (a) to provide plans for the installation of any and all Antenna Improvements at the site for the Authority's review and approval prior to commencing work (such approved plans, the "Approved Plans"); (b) to maintain site security by adhering to the Authority's security requirements listed in the Insurance and Security requirements provided as Schedule A during the installation and future maintenance of the Antenna Improvements; (c) that the Town, its contractors and sub-contractors shall obtain and maintain insurance coverage meeting the Authority's insurance coverage requirements as listed in the Insurance and Security requirements provided as Schedule A; (d) that upon completion of installation or modification of the Antenna Improvements, the design, workmanship, materials and equipment used shall leave the water storage tank free from defects and flaws and the Antenna Improvements shall be installed in accordance with industry standards and the Approved Plans. All costs to repair defects and flaws shall be solely borne by the Town; (e) following the completion of the Antenna Improvements, to restore the site to as close to pre-completion condition as possible; and (f) when necessary as determined by the Authority in its sole discretion, to relocate the Antenna improvements to a different location to allow the Authority to recoat, rehabilitate, and perform repairs to the water storage tank.

6.3 The Authority shall have the absolute right to access the Burdened Property, maintain or repair facilities, or to upgrade, improve, remove, repair, replace and otherwise generally access the facilities for any purpose deemed appropriate in the Authority's sole and absolute discretion. In the event of maintenance that results in the Antenna Improvements being disturbed by the Authority, the Town shall be responsible to repair/restore the area at the Town's sole cost and expense.

6.4 The Authority may revoke the License at any time, and for any reason in its sole discretion, and at no cost or other consequence to the Authority. Upon revocation of the License, the Town shall within 60 days remove all Antenna Improvements and restore the Burdened Property to its previous condition. The parties expressly agree that in the event the License is revoked, there remains adequate and mutually satisfactory consideration for this Agreement and this Agreement shall continue in full force and effect.

6.5 The Town agrees to indemnify, hold harmless, and defend (at the Authority's election) the Authority and its members, officers, employees, agents, contractors and subcontractors, from and against any and all claims, damages, judgments, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) concerning or arising from the design, construction, installation, or use of the Antenna Improvements or the use of the Burdened Property by the Town.

VII. WATER SYSTEM RECORDS

7.1 The Authority shall incorporate into the Authority's mapping and document management systems, maps and water system records and add thereon any additions, betterments or deletions to the system. The Authority shall provide the Town with up-to-date maps upon termination of this Agreement.

7.2 The Town shall not disclose any maps, drawings or other records relating to the water system's construction or operation without the prior written consent of the Authority.

VIII. EFFECTIVE DATE

8.1 The Authority shall lease and perform its obligations to operate and maintain the Leased Facilities and sell water to customers of the Town under this Agreement from and after the Effective Date. As used in this Agreement, the "Effective Date" is May, 132024.

IX. TERM OF THIS AGREEMENT

9.1 The term of this Agreement will be for a period of forty (40) years from the Effective Date.

9.2 If this Agreement is not renewed at the end of such term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the Town may, if it determines it to be in the public interest after a public hearing as provided in Section 202-b of the Town Law, or pursuant to other applicable law, acquire from the Authority any Improvements installed pursuant to Section 2.2 hereof, but excluding transmission booster station, or storage facilities. The value of such capital additions will be computed at original cost, or cost of

reproduction, less depreciation, whichever is less, as determined by a panel of three qualified appraisers, one to be chosen by the Authority, one to be chosen by the Town, and the third to be the agreed choice of both parties hereto. In the event of failure to agree on such third appraiser, either party may apply to the Supreme Court of the State of New York for such appointment. If the Town elects not to acquire such capital additions upon termination as set forth in this Section, the Authority may, at its option, remove such capital additions from the distribution and storage systems hereby leased, or lease said capital additions to the District under terms and conditions mutually agreeable to the parties hereto (which will include an agreement for the taking and purchase of a water supply by the Town from the Authority on a wholesale or other basis for a mutually agreeable term).

9.3 During the final year of this Agreement, or at any earlier date as requested by the Town in writing to the Authority, the Authority will have the option to purchase from the Town the entire operating plant and distribution facilities owned by the Town and leased to the Authority. The value of such assets will be determined to be the original cost as paid by the Town less depreciation based upon a 40-year life.

9.4 If this Agreement is not renewed at the end of the initial term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, the Authority retains the right, without limitations and without the imposition of any transmission fees or any other fees or charges, to the continued ownership of and use of any storage, transmission or booster pumping facilities as referenced in Section 9.2 above.

X. FORCE MAJEURE

10.1 Subject to the last sentence of this Section 10.1, failure of the Authority or the Town to perform any of its obligations under this Agreement resulting from any cause or causes beyond its control (including but not limited to strikes, labor disputes, fire, acts of God, or acts or orders of the government) will not constitute an actionable default or breach of this Agreement. The time for performance of any duty or obligation hereunder that cannot be performed as a result of an event of Force Majeure will be extended for a period equal to the duration of such inability to perform. Notwithstanding the preceding sentences, Force Majeure events will not extend the time for payment of any money which is due and payable or extend the current term of this Agreement.

XI. MISCELLANEOUS

11.1 From and after the Effective Date, this Agreement constitutes the entire understanding between the parties with respect to its subject, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof, including the Existing Agreement.

11.2 This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

11.3 The parties hereto agree to execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purposes and intent of this Agreement.

11.4 This Agreement may not be amended, changed, modified, or altered except in a writing executed by the parties hereto.

11.5 No waiver of compliance with any provision or condition hereof, and no consent provided for herein, will be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. No failure on the part of any party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

11.6 No party shall assign or attempt to assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

11.7 This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

11.8 All the rights and duties of the parties created by this Agreement will survive with respect to the services performed prior to such termination.

11.9 The parties intend that any term or provision of this Agreement that is held to be invalid or unenforceable be interpreted by the courts such that it is valid and enforceable to the

greatest extent possible and not render invalid or unenforceable, or otherwise affect, the remaining terms and provisions of this Agreement.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals the day and year first above written.

MONROE COUNTY WATER AUTHORITY

By: Nicholas Noce, Executive Director

TOWN BOARD OF THE TOWN OF CHILI (Acting on behalf of the Town of CHILI water districts and benefit areas and any present and future extensions thereto)

By: David Dunning, Supervisor

STATE OF NEW YORK)

COUNTY OF MONROE) :ss

On the ____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **Nicholas Noce**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF Monroe) :ss

On the 19th day of April in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **David Dunning**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

VIRGINIA L. IGNATOWSKI
Notary Public, State of New York
No. 01166167842
Monroe County
Commission Expires 06/04/26 27

SCHEDULE A
INSURANCE AND SECURITY REQUIREMENTS

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
JULY 1, 2015

Temporary License Requirements
Insurance and Security
Chestnut Ridge Tank

1. All contractors and subcontractors engaged in any part of the work shall secure and maintain until the end of the project insurance specified in the following schedule. The only exceptions to the insurance requirements being the following:
 - a) Contractors with no employees need not provide Worker's Compensation Insurance
 - b) Contractors with no vehicles need not provide Comprehensive Automobile Liability Insurance
 - c) The Umbrella/Excess Liability coverage is needed only to bring the Comprehensive General Liability and/or the General Comprehensive Auto to the required limits.

All policies shall be written so as to require the insurer to provide at least thirty (30) days' written notice of any cancellation, expiration, lapse, modification, or restrictive amendment. If initial insurance expires prior to the end of the warranty period, renewal certificates shall be furnished at least thirty (30) days prior to date of expiration. Each contractor and subcontractor shall provide a Certificate of Insurance on a standard ACORD form as outlined above. Work may not commence until all insurance requirements are met.

Type of Insurance	Single Limits of Liability To Cover Bodily Injury and Property Damage
A. Comprehensive General Liability Insurance Which includes the following: <ul style="list-style-type: none"> ◆ → Public Liability (XC, U Property damage exclusion eliminated) ◆ → Contractual Liability including "hold harmless" clause ◆ → Products Liability - Completed Operations ◆ → Contractor's Protective Liability 	\$1,000,000 Single Limit \$2,000,000 Annual Aggregate
B. General Comprehensive Auto <ul style="list-style-type: none"> ◆ → Owned Vehicles ◆ → Hired Vehicles ◆ → Non-Owned Vehicles 	\$1,000,000 Single Limit
C. Workmen's Compensation & Employer's Liability Insurance	Statutory
D. Umbrella/Excess Liability	Optional Single Limit

2 Site Security

- a) The Town shall notify the Authority prior to the start of this work by emailing Tod.Ferguson@mcwa.com, Gregg.Ippolito@mcwa.com and Jon.Ritter@mcwa.com.
- b) The Town shall notify the Authority prior to entering the property for future maintenance by emailing Jon.Ritter@mcwa.com.

SCHEDULE B
WATER DISTRICT MAIN EXTENSION AGREEMENT



WATER DISTRICT MAIN EXTENSION AGREEMENT

This WATER DISTRICT MAIN EXTENSION AGREEMENT (“Agreement”) by the **MONROE COUNTY WATER AUTHORITY**, a New York public benefit corporation having its principal office at 475 Norris Drive, Rochester, New York, 14610, hereinafter referred to as the “Authority”, and **[...TOWN’S NAME IN CAPS...]**, a New York State municipal corporation having an address [...address, city, state, zip...] on behalf of the [...Water District name...], hereinafter referred to as the “District”.

WHEREAS, the District is interested in and desires to install water main(s) within portions of [...name of road(s)...], which, when completed in accordance with the terms of this Agreement, will be accepted by the Authority for operation and maintenance under the existing lease agreement between the Authority and the Town of [...], [...Month DD, YYYY...], Amended on [...Month DD, YYYY...], the mains proposed to be constructed (the “water district main extension”) being described as follows:

[...Length...] feet of [#]-inch water main and appurtenances [in the ROW along portions of proposed Street name or Easement], [...list number of, (size)-inch and (type=copper) of all services...] as depicted in plans prepared by [...Engineering firm’s name...] and entitled “[Name of Project - Title on Plans]” dated [...Month DD, YYYY...], (with the latest revision date of [...Month DD, YYYY...], and signed and approved by the Authority on [...Month DD, YYYY...], (the “Approved Plans”).

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Water System Design and Installation

- a. The District agrees to adhere to Authority’s *Rules for the Sale of Water and the Collection of Rents and Charges*, latest revision, which are hereby made a part of this Agreement by reference. However, if the District chooses to use a type or quality of pipe that meets AWWA and NSF Standards but is different than the Authority’s specifications, the District may proceed without the Authority’s approval of the pipe material; any such constructions will be subject to the District being responsible for the full cost of any future repairs to or replacements of the facilities.
- b. The District agrees that all work performed and material and equipment required under this Agreement shall conform to all requirements in the Authority’s *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision. Copies of this document are available for inspection at the Authority’s principal office and are hereby made a part of this Agreement by reference.
- c. The District shall take sole responsibility for the proper completion of the water district main extension. The water district main extension shall be completed by the District, at District’s own expense, in conformity with the plans prepared by the District’s Engineer and approved by the Authority as indicated by the dated signature of the Authority’s Chief Engineer or his designee (the “Approved Plans”).
- d. Any changes to the Approved Plans, before or after construction, require the Authority’s written approval, in advance, and will be made at the District’s expense, including, but not limited to, abandonment of any services or other facilities that will not be in use at the end of the guarantee period.

- e. The work shall be performed in a professional and proper manner according to the terms stated in this Agreement, the Approved Plans, applicable permits, laws and regulations and related documents. The work shall also be performed in a manner that prevents injuries to persons and damage to property and utilities.

2. Charges

The Authority shall provide at no cost to the District:

- a. Engineering support, which may include providing templates for preparing easement documents; reviewing of water system design, contract documents, easement documents, record drawings, service tap cards, and hydrant and valve record cards submitted by the District's Engineer; and assisting with material submittal reviews.
- b. Construction support, which may include making water main connection taps after the District's contractor has installed and successfully tested tapping sleeves and valves, perform spot inspections during construction and be available to answer questions and provide technical support as necessary.

The District shall reimburse the Authority for all charges associated with easement recording.

3. Water Main Upgrade (if applicable)

District agrees to install the water main size specified by the Authority, in accordance with the requirements of the *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision. Upon satisfactory completion of installation of upgraded materials the Authority will pay the difference in cost between the size of material needed for the project and the size the Authority wants to improve the overall water system. The cost differential will be determined through alternate bids obtained by the District, or the Authority's warehouse material bids, and the actual quantities of the upgraded material installed.

4. Service Connections (if applicable)

- a. During installation of the water main extension, the District shall install all service connections for each lot from the new water mains shown on the Approved Plans to the right of way or water easement line at the same time the main extension is installed provided that all necessary fees and deposits have been paid by the customer. There shall be no advance services in industrial or commercial developments unless specifically approved by the Authority in writing.
- b. The Authority is not responsible for installing the service from the curb stop, at the property line or easement line, to the meter location in the building.
- c. During the guarantee period, the District shall be responsible for the care and maintenance of each curb box and adjusting it to match final grade.
- d. The District agrees that all service "turn-ons" are to be made by Authority personnel at the time the meter is set. No water is available from the service until Authority personnel activate it.
- e. On existing mains, the Authority shall make all new service connections to existing mains and the District shall pay the Authority in advance for this work in accordance with the Authority's Current Rate Schedule. These payments shall be in addition to the payments to be made by the District as set forth under other sections of this Agreement. District is responsible to make

individual applications for each service connection to existing mains six (6) to eight (8) weeks before the service is needed.

- f. Service connections are allowed to parcels meeting the eligibility requirements as set forth in the Authority's Rules and Regulations unless otherwise noted.

5. District's Guarantee

a. The District guarantees that the design, workmanship, materials, and equipment used in the construction of the water main extension shall be free from defects and flaws, that they shall be in accordance with the Approved Plans, and that they shall satisfy all performance test requirements included in the *Uniform Design and Construction Standards for the Extension of Water Distribution Systems*, latest revision.

b. The Guarantee Period is for a minimum of one year. The Guarantee Period shall formally commence when the health sample has passed, all services have been installed from the main to the curb box, and the Authority receives all required submittals and issues a letter stating so. The Guarantee period may be extended by the Authority during winter months.

c. During the Guarantee Period, the District is responsible for all costs of repair or replacement of any work, equipment or material, or parts thereof, which fail to meet the District's Guarantee, and also for the repair of all failures or deficiencies not covered by the guarantee, but that are required for maintenance of the system, within the one-year period.

d. Any repairs or changes to the water main and any appurtenances requiring the main to be shut down during the guarantee period must be performed by the Authority, at the District's expense, unless the Authority specifically allows the District to perform the work. All field, lawn and pavement area repairs required due to the initial installation shall be and remain the District's responsibility.

e. In the event that repairs or changes to the water main extension can, at the Authority's sole determination, be made by the District, a letter is sent to the District itemizing the required work and establishing a 14 day completion period.

f. The Authority shall perform a final inspection before the end of the Guarantee Period and will notify the District of any items that require repair, adjustment or replacement. The work shall be completed by the Authority or District, as stipulated by the Authority.

g. The District will reimburse the Authority for all costs incurred for work covered by the District's Guarantee.

h. The District will notify the Authority immediately of any leaks or failures of any kind detected on the water main extension during the Guarantee Period.

6. Indemnification

a. To the fullest extent permitted by law, the District shall defend (with counsel satisfactory to the Authority), indemnify, and hold harmless the Authority, its members, officers, agents, representatives and employees from and against all liabilities, claims, damages, judgments, losses, expenses and demands of any kind whatsoever, (including, but not limited to, all attorneys' fees, even those incurred in enforcing this indemnification provision) which arise out of or result directly or indirectly from (i) the construction and development of the water main extension, performed by the District, their contractors, subcontractors, sub-sub-contractors, suppliers, vendors, agents, officers, employees and anyone directly or indirectly employed by them or anyone for those acts any of them may be liable or (ii) the failure of District to perform its obligations hereunder. The District's obligation to indemnify the Authority under this provision includes, but is not limited to, all liabilities, claims, damages, judgments, losses, expenses and demands of any kind whatsoever for:

- i. Injuries to any persons (including, without limitation, the District's employees or others) for bodily injury, disease, mental anguish, sickness or death, and/or
- ii. Injuries to any property, including without limitation, the loss of use resulting therefrom.

b. Without limiting the generality of the foregoing, the obligation to indemnify under this article is to apply irrespective of any breach of a statutory obligation or the application of any rule of apportioned or comparative liability except to the extent that the alleged liability and damage are caused by the negligence of the Authority and indemnification hereunder is precluded by statute.

7. Insurance Requirements

The District and every contractor and subcontractor engaged in any part of the work shall secure and maintain, until the end of the guarantee period, the insurance specified in the following schedule. It is the responsibility of the District to ensure that all contractors and subcontractors comply with all the insurance requirements contained herein. Work may not commence until the executed Certificate or Certificates of Insurance are delivered and approved by the Authority.

Secure XC insurance coverage before any blasting, boring or tunneling is started.

Insurance shall be provided in the following amounts:

Type of Insurance	Single Limits of Liability To Cover Bodily Injury and Property Damage
<p>A. Comprehensive General Liability Insurance Which includes the following:</p> <ul style="list-style-type: none"> ◆ Public Liability (XC, U Property damage exclusion eliminated) ◆ Contractual Liability including “hold harmless” clause ◆ Products Liability – Completed Operations ◆ Contractor’s Protective Liability 	<p style="text-align: center;">\$1,000,000 Single Limit</p> <p style="text-align: center;">\$2,000,000 Annual Aggregate</p>
<p>B. General Comprehensive Auto</p> <ul style="list-style-type: none"> ◆ Owned Vehicles ◆ Hired Vehicles ◆ Non-Owned Vehicles 	<p style="text-align: center;">\$1,000,000 Single Limit</p>
<p>C. Workmen’s Compensation & Employer’s Liability Insurance</p>	<p style="text-align: center;">Statutory</p>
<p>D. Umbrella/Excess Liability</p>	<p style="text-align: center;">Optional Single Limit</p>

All policies shall be written so as to require the insurer to provide the Authority with at least thirty (30) days’ written notice of any cancellation, expiration, lapse, modification or restrictive amendment.

If the initial insurance expires prior to the end of the guarantee period, renewal certificates shall be furnished at least thirty (30) days prior to the date of expiration.

The practice of a contractor employing a subcontractor by placing the subcontractor directly on the contractor’s payroll, thereby eliminating the requirement of the subcontractor to secure the necessary insurance, shall not be allowed.

All correspondence for the insurer shall include the Project Title and the contractor’s name.

Insurance carriers must have a Best’s Rating of A or better and be admitted to do business in New York State. Provide insurance carrier’s NAIC number with the insurance certificate.

8. Certificate of Insurance

Each insurance carrier for the District, contractor and subcontractor(s) will complete and submit a Certificate of Insurance on the standard ACORD form.

9. Compliance with All Laws

- a. The District shall be solely responsible for compliance with all laws, including, but not limited to, all federal, state and municipal statutes, rules, regulations, orders and ordinances applicable to the work performed.
- b. Every provision of law required to be inserted herein by law shall be deemed to be part of the Agreement as if fully set forth herein; and any such provision shall be inserted specifically by amendment to this Agreement upon the request of either party.

10. Easements

In the event the District is unable or unwilling to deliver the easement(s) deemed reasonably necessary by the Authority in order to complete the improvements contemplated hereunder in accordance with the Approved Plans, then, in such event, the Authority shall be under no obligation to perform its obligations under this Agreement.

11. Authority Responsibility

On the completion date, the Authority accepts the water main extension for operation under the terms of the *Monroe County Water Authority – Town of [...] Retail Lease Agreement dated on [...Month DD, YYYY...]. Amended on [...Month DD, YYYY...].*

IN WITNESS WHEREOF, each corporate body has caused this Agreement to be signed by its duly authorized officer this _____ day of _____, 20____.

MONROE COUNTY WATER AUTHORITY

By: _____
Stephen M. Savage, P.E., Director of Engineering

UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK }
COUNTY OF MONROE } ss:

On the _____ day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared **Stephen M. Savage**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Town of [...] on behalf of [...Water District name...]

By: _____

(Please print name & Title.)

UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK }
COUNTY OF _____ } ss:

On the _____ day of _____, in the year 20____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Chili Town Board Meeting
April 10, 2024
Agenda

RESOLUTION #115 RE: Amended and Restated Retail Lease Agreement for Operation of Water Districts

OFFERED BY: Councilman Slattery SECONDED BY: Councilwoman Sperr

WHEREAS, the District (Town of Chili) and the Authority entered into a Retail Lease Agreement for Operation of Water Districts and/or Benefit Areas dated January 16, 2003 (the “Current Agreement”); and

WHEREAS, the District and Authority wish to amend and restate the Current Agreement to: (a) include a license to allow for the installation of radio communication equipment for use by the Town’s Department of Public Works at the Chestnut Ridge Tank site, (b) agree to a new forty (40) year term; and (c) make additional changes to the Current Agreement; and

WHEREAS, the Commissioner of Public Works/Superintendent of Highways coordinated with RadioMax and determined that locating the antenna on a Monroe County Water Authority tower located at 259 Chesnut Ridge Road (Tax ID: 133.17-1-82) was suitable and would provide the needed coverage for the operations of the Public Works and Highway Departments; and

WHEREAS, the Authority has allowed the installation and use of a radio communication equipment on the Chestnut Ridge Water Storage Tank pursuant to a Temporary License Agreement, dated February 8, 2023. The Temporary License Agreement will be superseded by this Agreement; and

WHEREAS, the parties are now making this Agreement pursuant to Section 198, par. 12(b) of the Town Law of the State of New York, to amend, replace, and supersede the Current Agreement in its entirety; and

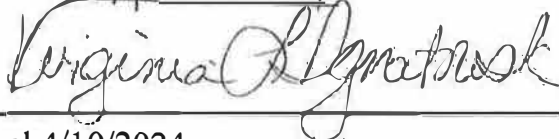
NOW, THEREFORE, BE IT RESOLVED, that subject to review and approval of the Counsel for the Town that the Supervisor is hereby authorized to execute the Amended and Restated Retail Lease Agreement for Operation of Water Districts with the Monroe County Water Authority.

Councilman DeCory – Aye
Councilman Slattery – Aye
Councilwoman Sperr – Aye
Councilman Valerio – Aye
Supervisor Dunning - Aye

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A RECORD ON FILE IN THE TOWN CLERK'S OFFICE. TOWN OF CHILI, ROCHESTER, NY 14624. DO NOT ACCEPT UNLESS THE RAISED SEAL OF THE ISSUING LOCALITY IS AFFIXED THEREON.

VIRGINIA L. IGNATOWSKI, TOWN CLERK

DATED: April 19, 2024







Memorandum

To: Nicholas Noce, Executive Director
Laurie Neff, Purchasing

Date: April 24, 2024

From: Stephen M. Savage, P.E., Director of Engineering

File: 22-027 #3

Subject: May 9, 2024 Board Meeting - Agenda Item
Frisbee Hill Road Water Main Replacement

Copies: D. Hendrickson
A. Ashley
T. Stevens, P.E.

Attached are the results of the bid opening on April 18, 2024 for the above project. The project involves the installation of approximately 4,600 lineal feet of 8" ductile iron water main and 120 lineal feet of 8" HDPE water main on Frisbee Hill Road in the town of Greece. Five our contractors submitted bids ranging from \$1,237,710 to \$1,798,270; the Engineer's estimate was \$1,440,599. A bid tabulation sheet is attached.

Rochester Earth, Inc. submitted a Bid that was rejected due to its failure to meet necessary qualifications as required in Article 15 of Section 1. This bid is not included in the bid tabulation.

Staff has conducted a thorough review of Rochester Pipeline Inc.'s bid package including experience; financial status, references, and other related items as required, indicating that they are capable of completing the work.

Based on the staff review of Rochester Pipeline Inc.'s qualifications, it is my recommendation that the Board authorize the Executive Director to award this contract to the lowest responsive, responsible bidder; Rochester Pipeline Inc. for the amount of \$1,237,710.

(Dis) Approved by: Laurie Neff
Purchasing

4/30/2024
Date

~~(Dis)~~ Approved by: Nicholas Noce
Executive Director

4/30/24
Date

Attachments: Bid Tabulation Sheet

Frisbee Hill Road Water Main Replacement

I certify that this tabulation is a true representation of bids received on April 24, 2024 at 10:00 a.m. for this contract.

Eng No. 22-027
 Bid Opening April 18, 2024 at 10:00 a.m.

Date: 4/24/24

Item No.	Description	Estimated Quantity	Engineers Estimate		Rochester Pipeline Inc. 294 Elm Grove Road Rochester NY 14626 rochesterpipeline@yahoo.com (585) 270-5256		Randaco Piping, Inc. 740 Quaker Road Macedon, NY 14502 randacopiping@yahoo.com (585) 746-4487		Village Construction, Inc. 425 Old Macedon Ctr. Rd. Fairport, NY 14450 rlaw@villageci.com (585) 223-7697		Keeler Construction Co., Inc. 13519 West Lee Road Albion, NY 14411 Mkeeler@Keelerconstruction.com (585) 569-4481		
			Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.0	6" Ductile Iron Water Main	3.809	LF	\$ 155.00	\$ 590,395.00	\$ 115.00	\$ 438,015.00	\$ 120.00	\$ 457,170.00	\$ 120.00	\$ 457,080.00	\$ 151.00	\$ 575,158.00
2.1	6" M.J. Bend, 90 Degree	7	EA	\$ 938.00	\$ 6,566.00	\$ 500.00	\$ 3,500.00	\$ 600.00	\$ 4,200.00	\$ 715.00	\$ 5,005.00	\$ 1,100.00	\$ 7,700.00
2.2	6" M.J. Bend, 45 Degree	10	EA	\$ 781.00	\$ 7,810.00	\$ 500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00	\$ 650.00	\$ 6,500.00	\$ 750.00	\$ 7,500.00
2.3	6" M.J. Bend, 22 1/2 Degree	2	EA	\$ 600.00	\$ 1,200.00	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 550.00	\$ 1,100.00	\$ 750.00	\$ 1,500.00
3.0	12" Restained Joint Ductile Iron Water Main	709	LF	\$ 65.00	\$ 46,085.00	\$ 55.00	\$ 39,045.00	\$ 60.00	\$ 42,060.00	\$ 62.00	\$ 43,958.00	\$ 66.00	\$ 46,818.00
4.1	12" Tie-in Connection	8	LF	\$ 700.00	\$ 5,600.00	\$ 950.00	\$ 7,600.00	\$ 800.00	\$ 6,400.00	\$ 1,500.00	\$ 12,000.00	\$ 1,550.00	\$ 12,400.00
4.2	6" Tie-in Connection	33	LF	\$ 650.00	\$ 21,450.00	\$ 410.00	\$ 13,530.00	\$ 600.00	\$ 19,800.00	\$ 1,240.00	\$ 40,920.00	\$ 1,350.00	\$ 44,650.00
5.0	12" 6" Teeing, Sleeve, Valve & Tap	2	EA	\$ 11,000.00	\$ 22,000.00	\$ 4,200.00	\$ 8,400.00	\$ 6,500.00	\$ 13,000.00	\$ 10,000.00	\$ 20,000.00	\$ 11,000.00	\$ 22,000.00
6.0	6" Gate Valve	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 3,150.00	\$ 25,200.00	\$ 3,200.00	\$ 25,600.00	\$ 2,800.00	\$ 22,400.00	\$ 2,800.00	\$ 20,800.00
7.0	Perpendicular Hydrant Assembly	9	EA	\$ 7,000.00	\$ 63,000.00	\$ 7,550.00	\$ 67,950.00	\$ 7,500.00	\$ 67,500.00	\$ 7,425.00	\$ 66,825.00	\$ 6,100.00	\$ 54,900.00
6.0	1" Corporation	53	EA	\$ 700.00	\$ 37,100.00	\$ 750.00	\$ 39,750.00	\$ 600.00	\$ 31,800.00	\$ 650.00	\$ 34,550.00	\$ 750.00	\$ 39,750.00
8/1	1" Copper Installation by Open Cut in Lawn	804	LF	\$ 50.00	\$ 40,200.00	\$ 42.00	\$ 33,768.00	\$ 40.00	\$ 32,160.00	\$ 50.00	\$ 40,200.00	\$ 46.00	\$ 37,152.00
8/2	1" Copper Installation by Main-Open Cut	1,021	LF	\$ 50.00	\$ 51,050.00	\$ 50.00	\$ 51,050.00	\$ 50.00	\$ 51,050.00	\$ 50.00	\$ 51,050.00	\$ 50.00	\$ 51,050.00
18.0	1" Curb Steps in Lawn or Pavement	53	EA	\$ 1,000.00	\$ 53,000.00	\$ 975.00	\$ 51,675.00	\$ 1,000.00	\$ 53,000.00	\$ 1,250.00	\$ 66,250.00	\$ 750.00	\$ 39,750.00
11.0	Type 2 Select Fill - #2 Crusher Run Stone	545	CY	\$ 45.00	\$ 24,525.00	\$ 46.00	\$ 25,020.00	\$ 45.00	\$ 24,525.00	\$ 45.00	\$ 24,525.00	\$ 40.00	\$ 21,800.00
12.0	Temporary Asphalt	3,920	SF	\$ 8.00	\$ 31,360.00	\$ 5.50	\$ 21,560.00	\$ 5.00	\$ 19,600.00	\$ 5.50	\$ 21,560.00	\$ 3.00	\$ 11,760.00
13.0	Driverway Asphalt	1,680	SF	\$ 95.00	\$ 159,600.00	\$ 35.00	\$ 58,800.00	\$ 35.00	\$ 58,800.00	\$ 35.00	\$ 58,800.00	\$ 45.00	\$ 75,600.00
14.0	Street Asphalt	1,555	SF	\$ 40.00	\$ 62,200.00	\$ 40.00	\$ 62,200.00	\$ 40.00	\$ 62,200.00	\$ 40.00	\$ 62,200.00	\$ 40.00	\$ 62,200.00
15.0	Lawn Restoration	26,230	SF	\$ 2.50	\$ 65,575.00	\$ 2.50	\$ 65,575.00	\$ 2.50	\$ 65,575.00	\$ 2.50	\$ 65,575.00	\$ 2.50	\$ 65,575.00
16.0	Polyethylene Encasement	4,550	LF	\$ 3.00	\$ 13,650.00	\$ 3.00	\$ 13,650.00	\$ 3.00	\$ 13,650.00	\$ 3.00	\$ 13,650.00	\$ 3.00	\$ 13,650.00
17.0	Concrete Sidewalk	50	SF	\$ 28.00	\$ 1,400.00	\$ 125.00	\$ 6,250.00	\$ 9.00	\$ 450.00	\$ 86.00	\$ 4,300.00	\$ 155.00	\$ 7,750.00
18.0	Concrete Driveway	40	SF	\$ 30.00	\$ 1,200.00	\$ 125.00	\$ 5,000.00	\$ 15.00	\$ 600.00	\$ 83.00	\$ 3,320.00	\$ 135.00	\$ 5,400.00
19.0	Water Main Abandonment	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 6,750.00	\$ 13,500.00	\$ 5,000.00	\$ 10,000.00	\$ 6,200.00	\$ 12,400.00	\$ 6,000.00	\$ 12,000.00
20.0	Valve Box Abandonment	12	EA	\$ 500.00	\$ 6,000.00	\$ 375.00	\$ 4,500.00	\$ 200.00	\$ 2,400.00	\$ 530.00	\$ 6,360.00	\$ 600.00	\$ 7,200.00
21.0	Hydrant Abandonment	5	EA	\$ 700.00	\$ 3,500.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 450.00	\$ 2,250.00
22.0	Hold Utility Pole	6	EA	\$ 700.00	\$ 4,200.00	\$ 600.00	\$ 3,600.00	\$ 200.00	\$ 1,200.00	\$ 600.00	\$ 3,600.00	\$ 250.00	\$ 1,500.00
23.0	Soil Without Chasing for 6" Water Main	60	LF	\$ 210.00	\$ 12,600.00	\$ 150.00	\$ 9,000.00	\$ 100.00	\$ 6,000.00	\$ 100.00	\$ 6,000.00	\$ 300.00	\$ 18,000.00
24.1	Horizontal Directional Drilling with 8" HDPE Water Main	120	LF	\$ 270.00	\$ 32,400.00	\$ 182.00	\$ 21,840.00	\$ 125.00	\$ 15,000.00	\$ 250.00	\$ 30,000.00	\$ 250.00	\$ 30,000.00
24.2	Horizontal Directional Drilling with 6" Water Main	709	LF	\$ 150.00	\$ 106,350.00	\$ 158.00	\$ 111,842.00	\$ 125.00	\$ 88,625.00	\$ 188.00	\$ 133,292.00	\$ 170.00	\$ 120,530.00
25.0	Wall Abandonment	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 1,000.00	\$ 1,000.00	\$ 10,137.40	\$ 10,137.40	\$ 3,000.00	\$ 3,000.00
26.0	Drainage Structure Inlet Protection	18	EA	\$ 300.00	\$ 5,400.00	\$ 475.00	\$ 8,550.00	\$ 200.00	\$ 3,600.00	\$ 350.00	\$ 6,300.00	\$ 200.00	\$ 3,600.00
40.0	Rock Removal	20	CY	\$ 140.00	\$ 2,800.00	\$ 140.00	\$ 2,800.00	\$ 140.00	\$ 2,800.00	\$ 140.00	\$ 2,800.00	\$ 140.00	\$ 2,800.00
41.0	Exploratory Excavation	20	CY	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00
42.0	Exploratory Excavation - Shaded	10	CY	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00
43.1	12" M.J. Bends 11 1/2, 22 1/2 #5 & 80 Degree	1	EA	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
43.2	6" M.J. Bends 11 1/2 Degree	1	EA	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
44.1	6" Anchor Pipe 3' 4" or 5'	1	EA	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
44.2	6" Anchor Pipe 12' 18" or 24'	1	EA	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
45.0	12" or 8" M.J. Solid Sleeves	1	EA	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
46.1	Hydrant Extensions 6", 12" or 18"	1	EA	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
46.2	Hydrant Extensions 24", 30" or 36"	1	EA	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00	\$ 950.00
47.0	Type 1 Select Fill - #1 Crusher Run Stone	25	CY	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00
48.0	Type 3 Select Fill - Run-of-Bank Gravel	23	CY	\$ 33.00	\$ 759.00	\$ 33.00	\$ 759.00	\$ 33.00	\$ 759.00	\$ 33.00	\$ 759.00	\$ 33.00	\$ 759.00
49.0	Type 4 Select Fill - Sand	30	CY	\$ 30.00	\$ 900.00	\$ 30.00	\$ 900.00	\$ 30.00	\$ 900.00	\$ 30.00	\$ 900.00	\$ 30.00	\$ 900.00
50.0	Type 5 Select Fill - Controlled Density Fill	20	CY	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00
51.0	Rock Drilling	50	LF	\$ 50.00	\$ 2,500.00	\$ 80.00	\$ 4,000.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
52.0	Tunneling	10	LF	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00	\$ 125.00	\$ 1,250.00
53.0	Pacalbi Hydrant Assembly	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
54.0	Temporary Fencing	60	LF	\$ 5.00	\$ 300.00	\$ 5.00	\$ 300.00	\$ 5.00	\$ 300.00	\$ 5.00	\$ 300.00	\$ 5.00	\$ 300.00
55.0	Erosion Control - Stone Check Dam	3	EA	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00
56.0	Winkler Concrete	100	CF	\$ 8.50	\$ 850.00	\$ 8.50	\$ 850.00	\$ 8.50	\$ 850.00	\$ 8.50	\$ 850.00	\$ 8.50	\$ 850.00
Total Bid Price					\$1,446,599.00		\$1,237,710.00		\$1,279,256.00		\$1,356,960.00		\$1,497,054.00

1st Low Bidder

2nd Low Bidder

3rd Low Bidder

Bid Informalities:



Memorandum

To: Nicholas Noce, Executive Director
Laurie Neff, Purchasing

From: Stephen M. Savage, P.E., Director of Engineering

Subject: May 9, 2024 Board Meeting - Agenda Item
Colonnade Drive and Glen Iris Drive Water Main Replacements
Town of Henrietta

Date: April 23, 2024

File: 22-024 #3

Copies: D. Hendrickson
T. Stevens, P.E.
M. Smith

Attached are the results of the bid opening on April 16, 2024 for the above project. The project involves the replacement of approximately 4,800 lineal feet of 6" cast iron water main with 6" ductile iron pipe on Colonnade Dr., Glen Iris Dr., and Mountbatten St. in the town of Henrietta. Four contractors submitted bids ranging from \$1,038,949 to \$1,595,597; the Engineer's estimate was \$1,263,078. A bid tabulation sheet is attached.

Villager Construction, Inc. Submitted the lowest bid of \$1,038,949; however, their bid contained multiple informalities, by not initialing approximately thirty alterations to the Bid Item Unit Price in Words, Figures, and Totals in Figures, as required in Section 1, Article 17 and not delivering their Bid in a sealed envelope, as required in Section 1, Article 15, and were therefore were non-responsive. Rochester Earth, Inc. submitted an unbound portion of the Bid document that only included Section 7 which does not comply with Section 1, Article 15 of the bid documents and are therefore non-responsive. Neither of these bids are included in the Bid Tabulation. There was one minor informality in the other bids, which did not change the bid results.

Randsco Pipeline, Inc. submitted the lowest responsive bid of \$1,234,647. Randsco Pipeline, Inc. is from Macedon, NY and has successfully completed work for the Authority in the past. Our staff has conducted a thorough review of the bid package including experience, financial status, references, and other related items as required, indicating that they are capable of completing the work.

Based on the staff review of Randsco Pipeline, Inc.'s qualifications and past performance with the Water Authority, it is my recommendation that the Board authorize the Executive Director to award this contract to the lowest responsive, responsible bidder Randsco Pipeline, Inc. for the amount of \$1,234,647.

(Dis) Approved by: Laurie Neff Date: 4/30/2024
Purchasing

(Dis) Approved by: Nicholas Noce Date: 4/30/24
Executive Director

Attachments: Bid Tabulation Sheet

Colonnade Drive and Glen Iris Drive Water Main Replacements

I certify that this tabulation is a true representation of bids received on April 16, 2024 at 10:00 a.m. for this contract.

Eng. No.: 22-024
Bid Opening: April 16, 2024 at 10:00 a.m.

M. J. Sant

Date: 4/23/24

Engineer's Estimate

Randco Pipeline, Inc 740 Quaker Road Macedon, NY 14502 randcopipeline@yahoo.com (585) 748-4467	Keeler Construction Co., Inc 13518 West Lee Road Albion, NY 14411 Mkeeler@Keelerconstruction.com (585) 589-4481
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Item No	Description	Estimated Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.0	6" Ductile Iron Water Main	4.476	LF	\$100.00	\$ 447,600.00	\$ 105.00	\$ 469,980.00	\$ 138.50	\$ 606,498.00
2.1	6" M.J. Ductile Iron Bend: 11-1/4 Degrees	2	EA	\$700.00	\$ 1,400.00	\$ 600.00	\$ 1,200.00	\$ 830.00	\$ 1,260.00
2.2	6" M.J. Ductile Iron Bend: 22-1/2 Degrees	7	EA	\$700.00	\$ 4,900.00	\$ 600.00	\$ 3,500.00	\$ 660.00	\$ 4,620.00
2.3	6" M.J. Ductile Iron Bend: 45 Degrees	14	EA	\$800.00	\$ 11,200.00	\$ 600.00	\$ 7,000.00	\$ 780.00	\$ 10,920.00
2.4	6" M.J. Ductile Iron Bend: 90 Degrees	5	EA	\$900.00	\$ 4,500.00	\$ 600.00	\$ 2,900.00	\$ 1,400.00	\$ 7,000.00
3.0	8" M.J. Ductile Iron Bend: 45 Degrees	1	EA	\$900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00
4.0	8" Restrained Joint Ductile Iron Water Main	335	LF	\$95.00	\$ 31,825.00	\$ 90.00	\$ 18,750.00	\$ 71.00	\$ 23,785.00
5.0	6" Tie-in Connection and Abandonment	46	LF	\$500.00	\$ 23,000.00	\$ 400.00	\$ 18,400.00	\$ 860.00	\$ 39,560.00
6.0	8" Tie in Connection and Abandonment	42	LF	\$700.00	\$ 29,400.00	\$ 600.00	\$ 21,000.00	\$ 885.00	\$ 36,330.00
7.0	6" x 6" Tapping Sleeve, Valve and Tap	1	EA	\$8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,800.00	\$ 9,800.00
8.0	6" Gate Valve	12	EA	\$2,200.00	\$ 26,400.00	\$ 1,800.00	\$ 21,600.00	\$ 2,300.00	\$ 27,600.00
9.0	Perpendicular Hydrant Assembly	7	EA	\$8,400.00	\$ 58,800.00	\$ 7,500.00	\$ 52,500.00	\$ 8,000.00	\$ 68,000.00
10.0	Dead End Perpendicular Hydrant Assembly	1	EA	\$9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00
11.0	Polyethylene Encasement	4,593	LF	\$4.00	\$ 18,372.00	\$ 4.00	\$ 18,372.00	\$ 4.00	\$ 18,372.00
12.0	1" Coporation	68	EA	\$800.00	\$ 54,400.00	\$ 800.00	\$ 54,400.00	\$ 330.00	\$ 22,440.00
13.1	1" Copper Installation by Open Cut in Lawn	1,207	LF	\$50.00	\$ 60,350.00	\$ 40.00	\$ 48,280.00	\$ 54.00	\$ 65,178.00
13.2	1" Copper Installation by Open Cut in Pavement	21	LF	\$70.00	\$ 1,470.00	\$ 80.00	\$ 1,680.00	\$ 90.00	\$ 1,890.00
13.3	1" Copper Installation by Non-Open Cut	893	LF	\$70.00	\$ 62,510.00	\$ 80.00	\$ 53,560.00	\$ 87.00	\$ 59,831.00
14.0	3/4" or 1" Service Transfer in Lawn or Pavement	12	EA	\$2,000.00	\$ 24,000.00	\$ 1,200.00	\$ 14,400.00	\$ 4300.00	\$ 5,160.00
15.0	1" Curb Stoo in Lawn or Pavement	67	EA	\$1,200.00	\$ 80,400.00	\$ 1,000.00	\$ 67,000.00	\$ 4,700.00	\$ 31,480.00
16.0	Type 2 Select Fill - No 2 Crusher Run Stone	418	CY	\$45.00	\$ 18,810.00	\$ 45.00	\$ 18,810.00	\$ 62.00	\$ 25,918.00
17.0	Temporary Asphalt	5,913	SF	\$5.00	\$ 29,565.00	\$ 5.00	\$ 29,565.00	\$ 5.00	\$ 29,565.00
18.0	Street Asphalt	1,187	CF	\$20.00	\$ 23,740.00	\$ 20.00	\$ 23,740.00	\$ 2,500.00	\$ 29,875.00
19.0	Driveway Asphalt	1,178	CF	\$22.00	\$ 25,916.00	\$ 22.00	\$ 25,905.00	\$ 32.00	\$ 37,696.00
20.0	Lawn Restoration	35,170	SF	\$1.50	\$ 52,755.00	\$ 3.50	\$ 123,095.00	\$ 2.30	\$ 80,891.00
21.0	Horizontal Directional Drilling with 6" Pipe	335	LF	\$140.00	\$ 46,900.00	\$ 125.00	\$ 41,875.00	\$ 138.00	\$ 46,230.00
22.0	Bore Without Casing for 6" Water Main	120	LF	\$250.00	\$ 30,000.00	\$ 125.00	\$ 15,000.00	\$ 292.00	\$ 35,040.00
23.0	Tunneling	20	LF	\$20.00	\$ 400.00	\$ 125.00	\$ 2,500.00	\$ 138.00	\$ 2,720.00
24.0	Water Main Abandonment	2	EA	\$7,500.00	\$ 15,000.00	\$ 8,000.00	\$ 16,000.00	\$ 10,800.00	\$ 21,600.00
25.0	Valve Box Abandonment	7	EA	\$550.00	\$ 3,850.00	\$ 300.00	\$ 2,100.00	\$ 3,200.00	\$ 22,400.00
26.0	Hydrant Abandonment	7	EA	\$800.00	\$ 5,600.00	\$ 600.00	\$ 3,600.00	\$ 870.00	\$ 6,090.00
27.0	Concrete Gutter	325	SF	\$15.00	\$ 4,875.00	\$ 35.00	\$ 11,375.00	\$ 40.00	\$ 13,000.00
28.0	Concrete Sidewalk	1,900	SF	\$12.00	\$ 22,800.00	\$ 8.00	\$ 17,100.00	\$ 24.50	\$ 48,550.00
29.0	Hold Utility Pole	1	EA	\$700.00	\$ 700.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
30.0	Milling	2,300	SF	\$3.00	\$ 6,900.00	\$ 2.00	\$ 4,600.00	\$ 4.27	\$ 9,821.00
40.0	Rock Removal	50	CY	\$20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 97.00	\$ 4,850.00
41.0	Rock Drilling	50	LF	\$20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 182.00	\$ 8,100.00
42.0	Exploratory Excavation	20	CY	\$20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 270.00	\$ 5,400.00
43.0	Exploratory Excavation - Sheeted	20	CY	\$300.00	\$ 6,000.00	\$ 30.00	\$ 600.00	\$ 70.00	\$ 1,400.00
44.0	8" M.J. Ductile Iron Bends: 11, 14, 22 1/2 or 90 Degrees	1	EA	\$800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,180.00	\$ 1,180.00
45.0	8" Ductile Iron Water Main	1	LF	\$300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 240.00	\$ 240.00
46.0	8" Gate Valve	1	EA	\$315.00	\$ 315.00	\$ 315.00	\$ 315.00	\$ 3,400.00	\$ 3,400.00
47.0	6" M.J. Solid Sleeves	1	EA	\$300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 720.00	\$ 720.00
48.0	8" M.J. Solid Sleeve	1	EA	\$375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 820.00	\$ 820.00
49.1	6" Anchor Pipe: 12", 18" or 24"	1	EA	\$300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 550.00	\$ 550.00
49.2	6" Anchor Pipe: 3", 4" or 6"	1	EA	\$375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 850.00	\$ 850.00
50.1	Hydrant Extensions: 6", 12" or 18"	1	EA	\$300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 550.00	\$ 550.00
50.2	Hydrant Extensions: 24", 30" or 36"	1	EA	\$375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 850.00	\$ 850.00
51.0	Type 1 Select Fill - #1 Crusher Run Stone	25	CY	\$150.00	\$ 3,750.00	\$ 18.00	\$ 375.00	\$ 58.00	\$ 1,450.00
52.0	Type 3 Select Fill - Run of Bank Gravel	25	CY	\$60.00	\$ 1,250.00	\$ 50.00	\$ 1,250.00	\$ 57.00	\$ 1,425.00
53.0	Type 4 Select Fill - Sand	30	CY	\$100.00	\$ 3,000.00	\$ 10.00	\$ 300.00	\$ 80.00	\$ 2,400.00
54.0	Type 5 Select Fill - Controlled Density Fill	20	CY	\$400.00	\$ 8,000.00	\$ 40.00	\$ 800.00	\$ 225.00	\$ 4,500.00
55.0	Valve Nut Extension Stems	1	EA	\$25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 440.00	\$ 440.00
56.0	Parallel Hydrant Assembly	1	EA	\$4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,300.00	\$ 8,300.00
57.0	Temporary Construction Fencing	50	LF	\$5.00	\$ 250.00	\$ 5.00	\$ 250.00	\$ 6.40	\$ 320.00
58.0	Tree Fertilization	2	EA	\$250.00	\$ 500.00	\$ 280.00	\$ 560.00	\$ 420.00	\$ 840.00
59.0	12" - 18" Smooth Interior Corrugated Perforated Polyethylene Pipe	40	LF	\$200.00	\$ 8,000.00	\$ 20.00	\$ 800.00	\$ 60.00	\$ 2,400.00
60.0	12" - 18" Galvanized Metal End Sections	4	EA	\$250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 5,400.00	\$ 2,160.00
61.0	Erosion Control - Straw Bales and Sill Fence	100	LF	\$5.00	\$ 500.00	\$ 5.00	\$ 500.00	\$ 5.40	\$ 540.00
62.0	Erosion Control - Drainage Structure Inlet Protection	2	EA	\$300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 314.00	\$ 628.00
Total Bid Price					\$1,263,078.00	\$1,234,847.00	\$1,591,041.00		

1st Low Bidder

2nd Low Bidder

Bid Informalities:

1) Randco Pipeline did not correctly write the Unit Price in Words vs. the Unit Price in Figures for one bid item. This did not change the overall bid ranking.



Monroe County Water Authority

Memorandum


To: Nick Noce Date: 04/29/24
 From: Laurel Neff File: WA 042409
 Subject: **Recommendation for Bid Award** Copies: L. Magguilli
May 9, 2024 Board Meeting

Bids were received on April 29, 2024 for **Malwarebytes Renewal**. This is for a term of one year from 06/12/24 – 06/11/25. The apparent low responsive, responsible bidder is **NewBeg Inc.** in the amount of **\$30,360.00**.


We also received bids from:	Insight Public Sector, Inc.	\$30,863.90
	BMB Solutions	\$31,175.60

I recommend that the bid be awarded to the low responsive, responsible bidder.

/In
Attachment: Bid tabulation

Approved by  5/2/24
 Department Head Date

Approved by  4/30/2024
 Purchasing Manager Date

Approved by  4/3/24
 Executive Director Date

Approved by _____
 Executive Assistant/Board Date

**MONROE COUNTY WATER AUTHORITY
WA 042409 MALWAREBYTES RENEWAL**

Req. 5829-16

ITEM No.	QUANTITY	DESCRIPTION	(1) NEWBEG INC.	(2) INSIGHT	(3) BMB SOLUTIONS	(4) ABRZ INTERNATIONAL
1	300 EA	Malwarebytes Threatdown Elite TDELI12N250	\$21,390.00	\$21,744.00	\$22,062.00	
2	70 EA	Malwarebytes Threatdown Elite Server TDELIS12N50	\$ 8,881.60	\$ 9,030.00	\$ 9,028.60	
3	10 EA	Malwarebytes Threatdown Mobile Security TDMOBS12N1	\$ 88.40	\$ 89.90	\$ 85.00	
		TOTAL BID	\$30,360.00	\$30,863.90	\$31,175.60	NON RESPONSIVE



Monroe County Water Authority

Memorandum

To: Larry Magguilli, Deputy Executive Director **Date:** 4/30/2024
From: ^{JMM} Justin Moore, Manager of Information Technology **File:**
Subject: Autodesk AutoCAD Renewal **Copies:**
May 9, 2024 Board Meeting

Information Technology is requesting authorization to renew the annual Autodesk AutoCAD licensing and maintenance.

This software is a design and drafting tool used by various members of the Engineering Department and others in the company to prepare and review construction and design drawings. It is also the software used in the preparation and management of the Water Authority's Geographic Information System (GIS), which shows where the Water Authority's underground facilities are located.

We received one response to our solicitation from five vendors via the New York State Office of General Services Information Technology Umbrella Contract Group 73600 Award 22876 Lot 1 (Contract Number PD67644). Our recommendation is to award this contract to the low responsive quote from Dell Technologies at an estimated cost of \$26,500.00



To: Larry Magguilli, Deputy Executive Director **Date:** 04/30/2024
From: Justin Moore, Manager of Information Technology **File:**
Subject: Oracle Licensing Renewal **Copies:**
May 9 2024 Board Meeting

Information Technology is requesting authorization to renew the annual Oracle licensing. This includes Oracle WebLogic Suite, and Oracle Database Standard Edition.

The Oracle licensing and maintenance is essential to the operations of the MCWA, as there are nearly 70 business critical applications that reside on the Oracle platform. Some of these applications include payroll and accounts payable, to name a few. Therefore, it is imperative that maintenance and license upgrades are renewed and available in the event of a system failure.

We received one response to our solicitation from seven vendors via the New York State Office of General Services Information Technology Umbrella Contract Group 73600 Award 22802 Lot 1 (Contract Number PM20940). Our recommendation is to award this contract to the low responsive quote from Oracle America, Inc. at an estimated cost of \$19,900.00.



To: Nicholas Noce

Date: 4/26/2024

From: Larry Magguilli

File:

Subject: Recommendation for Federal and New York State
Legislative and Advocacy Services
May 9, 2024 Board Meeting

It is in the Authority's best interest to retain the services of a registered Federal and New York State Lobbyist to monitor and communicate various Legislative and Regulatory changes that occur not only during the Legislative Session but through the entire calendar year. The Authority needs an advocate for possible funding sources as well as for input on the changing mandates that are placed upon our services.

The Authority solicited Requests for Proposals and Qualifications by directly contacting multiple firms as well as posting a notice on our website. The Proposal outlined in detail the services requested to include a minimum:

- Pursuit of Funding Opportunities through State and Federal Sources
- Monitor all New York State and Congressional Actions that effect MCWA
- Provide Monthly and as needed written reports and updates on all matters
- Represent MCWA's interest to all appropriate agencies, committees, and Members of NYS Legislature, Governor as well as House of Representatives, U.S. Congress, Executive Branch

The Proposal further detailed the reporting methods required to communicate the work performed and results of any action taken on behalf of the Authority.

The Authority received two responses, one from O'Donnell and Associates who currently are under contract for Advocacy matters, the second from Bolton St. Johns. The response from O'Donnell and Associates was deemed timely and qualified. The response received from Bolton St. Johns, although on time was missing the second page of Offer/Bidder disclosure form deeming it unresponsive.

The Agreement is for a one year term with the opportunity for a mutually agreed upon second year.

I would recommend that we award this proposal to O'Donnell and Associates.



MONROE COUNTY WATER AUTHORITY

P.O. Box 10999 • 475 Norris Drive • Rochester, N.Y. 14610-0999

Phone: (585) 442-2001 Fax (585) 442-0220

MEMORANDUM

To: Scott Nasca, Chairman & MCWA Board Members
From: Amy Molinari, Director of Finance and Business Services
Date: April 30, 2024
Subject: Insurance Premium Renewals for 2024/2025

Listed below is a summary of the renewal insurance premiums for the recommended liability and operational coverage for the period July 1, 2024 through June 30, 2025.

To Be Placed With Broker Arthur J Gallagher (formerly M&T Insurance Agency, Inc.)

	2023-2024 Premium	2024-2025 Quoted Premium	Change
Package:			
Property, Equipment Breakdown & TRIA	\$ 285,637.00	\$ 369,586.00	
Risk Engineering Resource Fee	250.00	250.00	
General Liability	65,502.00	52,632.00	
Inland Marine	8,066.00	1,424.00	
Commercial Auto	86,670.00	100,200.00	
NYFF & Commercial Auto (NY Motor Vehicle Fee)	4,326.54	6,017.73	
	<u>450,451.54</u>	<u>530,109.73</u>	
Crime	6,151.00	6,267.00	
Difference In Conditions	46,334.75	47,932.50	
Pollution/Environmental Liability	19,128.39	19,662.70	
OCP	216.00	250.00	
Cyber	54,403.27	43,162.88	
Public Officials & Employment Practices Liability	36,811.00	19,632.00	
Travel Accident	1,000.00	1,000.00	
Aviation Unmanned Aircraft Systems	2,838.00	2,838.00	
Umbrella & TRIA	<u>37,687.00</u>	<u>30,725.00</u>	
Total Premium	\$ 655,020.95	\$ 701,579.81	
Broker Fee	60,000.00	60,000.00	
Grand Total	<u>\$ 715,020.95</u>	<u>\$ 761,579.81</u>	6.51%

Additional Excess Liability Coverage To Be Quoted

	2023-2024 Premium	2024-2025 Quoted Premium
Excess \$5M x/s \$10M	101,382.43	TBD
Excess \$5M x/s \$15M	-	TBD
Excess \$5M x/s \$20M	34,000.00	TBD
Excess \$10M x/s \$25M	47,154.38	TBD
Excess \$15M x/s \$35M	44,260.75	TBD
	<u>\$ 226,797.56</u>	



Insurance | Risk Management | Consulting

Gallagher's Response to Request for Quotations

Monroe County Water Authority

April 12, 2024

Anthony Lutrario
Area Senior Vice President
100 Meridian Centre Blvd, Rochester, NY 14618
585-298-5773 | Anthony_Lutrario@ajg.com



Monroe County Water Authority

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Monroe County Water Authority

Executive Summary

We would like to thank you once again this year for allowing Arthur J. Gallagher Risk Management Services, LLC "Gallagher" to participate in the Monroe County Water Authority's Request for Proposal for your commercial property and casualty program.

The following is a list of all the policies Gallagher has quoted for the Monroe County Water Authority in this proposal.

- Property
- Equipment Breakdown
- General Liability
- Employee Benefits Liability
- Inland Marine
- Auto Liability/Physical Damage
- Umbrella
- Public Officials Liability
- Employment Practice Liability
- Flood and Earthquake
- Crime
- Pollution Liability
- Travel Accident
- Difference in Conditions (Excess Flood and Earthquake)
- OCP
- Aviation

We wish to extend our thanks to the staff of Monroe County Water Authority for their cooperation, and assistance extended to us during this marketing efforts. Gallagher looks forward to the opportunity to continue doing business with Monroe County Water Authority.

Sincerely,

Anthony Lutrario
Area Senior Vice President

Instructions and General Guidelines

1. Submission of Quotations:

Quotations are to be submitted based on specifications furnished. Those quoting are afforded the opportunity to submit in a separate communication any recommendations for improvement to insurance program. The specifications on the attached pages are to be considered a minimum.

A written statement of qualifications for servicing the insurance needs of MCWA should be included. The statement should include a description of the organization, qualified personnel and the method of servicing and expediting claims.

All quotations must be firm until ninety (90) days after the respective coverages. Ninety (90) days written notice of cancellation, or non-renewal to MCWA is requested with respect to each policy, in the event the Insurer wishes to amend, cancel or nonrenew any policy.

Gallagher started as a single office in Chicago in 1927 and became a publicly traded company (NYSE: AJG) in 1984. Today, Gallagher is one of the world's largest brokerage, risk management and consulting firms with over \$9.5B in total adjusted brokerage and risk management revenues and more than 52,000 people working in 860+ offices across 150+ countries. Our team provides a full spectrum of specifically tailored risk management products and solutions for complex operations. Gallagher's history is a compelling story of the insurance business, to learn more visit ajg.com/about-us.

The infographic is a collage of text and images. On the right side, there is a photograph of a woman and a man in business attire standing by a large window, looking at each other. The rest of the infographic consists of several dark grey rectangular boxes with white text. The top left box says 'About Gallagher'. Below it, a box says 'FOUNDED IN 1927'. To the right of these is a large box with a world map and the text 'Our Network of Offices'. Below the map, there are three more boxes: one with '\$9.5B TOTAL ADJUSTED BROKERAGE & RISK MANAGEMENT REVENUES (2023)', one with '150+ COUNTRIES SERVED', and one with '860+ OFFICES GLOBALLY'. At the bottom left, a box titled 'SOCIAL RESPONSIBILITY' lists 'COMPANYWIDE FOCUS ON ETHICAL CONDUCT, EMPLOYEE HEALTH AND WELFARE, ENVIRONMENTAL INTEGRITY AND COMMUNITY SERVICE'. At the bottom right, a box says '52,000+ EMPLOYEES WORLDWIDE'. The bottom right corner of the infographic features the text 'THE GALLAGHER WAY' in a stylized font.

Monroe County Water Authority

Mission Statement

We are an international Sales and Marketing company that plans and administers cost-effective, differentiated Property/Casualty and Human Resource risk management programs as brokers, consultants, and third-party administrators. Our mission is to:

- Provide superior, cost-effective risk management products and services that meet the ever-changing needs of our current and prospective clients, while continuing to strive for the highest professional excellence in the delivery of those products and services.
- Provide our employees with an opportunity for professional growth, personal satisfaction, and financial security.
- Build and maintain long-lasting, consistent, honest, and profitable relationships with our insurance markets, which we recognize play a crucial role in meeting our clients' risk management needs.
- Grow shareholder value by increasing our client base, dedicating ourselves to increased productivity, profitability, and professionalism resulting in long-term earnings-per-share growth.

We will accomplish our mission with the kind of leadership that will ensure perpetuation of our corporate culture. We will also adhere to rigid moral and ethical standards in all of our dealings as we look to the challenges of the future with confidence in our ability to create and maintain a Gallagher team that is the very best at what we do.

Gallagher is comprised of several divisions; all working synergistically to provide you with the best services possible depending on your unique needs.

RETAIL



Gallagher

Insurance Risk Management Consulting

REINSURANCE



CLAIMS



WHOLESALE



UNDERWRITING



ALTERNATIVE RISK



Monroe County Water Authority

Your Gallagher Team



Anthony Lutrario

*Area Senior Vice President
Rochester, NY
Joined Gallagher in 2022
Started in Insurance in 2011*

Anthony is the Rochester Area Senior Vice President and a leading Sales Executive. He specializes in developing strategies to manage complex insurance programs and risk transfer strategies to a wide array of businesses. He is known in the Rochester business community for delivering unprecedented personalized guidance and attention to his clients. Over the past seven years with M&T Insurance Agency/Gallagher, Anthony and the Rochester Team have built one of the largest P&C Brokerages in Upstate NY. The Rochester office is proud to serve over 60 large clients, and manages \$40MM in annual premiums for those customers. Throughout his career, Anthony has developed some of the leading Risk Transfer methods that focus on insulating his clients from 3rd party liabilities. In 2018, Anthony published a Workers' Compensation manual that continues to provide detailed, technical information for his peers within his industry. Anthony is a Rochester native and resides in Spencerport, NY.

Anthony began his career at the Paychex Insurance Agency in 2011. He quickly ascended as the Top Producer for Paychex within his first two years of being part of their organization.

Brown & Brown recruited Anthony in 2013, where he spent 5 years developing his skills to become one of their Top Producers in the country. Continually achieving Top Producers awards each and every year throughout his tenure.

M&T Insurance Agency then recruited Anthony in 2017. He started his position as their Vice President (P&C Broker) and seconded as their Director of Training & Development in 2018. In November of 2022, the M&T Insurance Agency was acquired by Gallagher Insurance.



Mark Ward

*Client Service Executive, P&C Business
Buffalo, NY
Joined Gallagher in 2022
Started in Insurance in 1988*

Mark works directly with clients with a focus on incorporating Gallagher's unique CORE360™ comprehensive approach of evaluating Client's risk management program. This approach leverages our analytical tools and diverse resources for customized, maximum impact on the cost drivers of a client's total cost of risk.

By helping our clients understand all of their actual and potential costs, and the strategic options to reallocate these costs, our Clients become empowered to know, to control and to minimize their total cost of risk and improve their profitability. He manages client relationships to ensure top-level service. Mark is responsible for the day-to-day primary oversight of the client's program, including coordination of client/carrier/broker services, claims, loss control, contractual, and coverage needs.

Mark began his career with Royal Insurance Company as a Property/Casualty Underwriter. He joined Fireman's Fund as a Senior Workers' Compensation Underwriter. Mark joined Merchants Insurance Group as a Senior Underwriter and was then promoted to Home Office Product Management Specialist. In 2005, Mark joined M&T Insurance Agency as Risk Management Specialist and joined Gallagher in 2022.

Monroe County Water Authority



Margaret Maloney

*Senior Client Service Manager
Rochester, NY
Joined Gallagher in 2022
Started in Insurance in 2013*

Margaret Maloney is a Senior Client Service Manager. She ensures top-level service through customized insurance solutions. Margaret is responsible for the day-to-day primary oversight of the client's program, including coordination of client/carrier/broker services and coverage needs.

Margaret began her career in 2013 and joined Gallagher in 2022 through a merger with M&T Insurance Agency. Margaret specializes in construction and captive insurance.

Margaret received her bachelor's degree from Buffalo State College. She has her NYS Property & Casualty license and Construction Risk and Insurance Specialist Designations (CRIS).



Richard Jachim

*Claims Advocate | National Risk Control
Syracuse, NY
Joined Gallagher in 2022
Started in Insurance in 1990*

Richard Jachim brings more than three decades of insurance experience to his clients. He offers strong customer service, technical and presentation skills to the team.

Richard started his career with Liberty Mutual Insurance, where he held various positions in personal and commercial lines claims over the course of 28 years. Rick has experience in property, automobile, general liability and bodily injury claims and held a number of management and leadership roles over the years.

Rick earned his bachelor's degree from LeMoyne College.



Timothy Domanico

*Senior Risk Control Manager | National Risk Control
Syracuse, NY
Joined Gallagher in 2022
Started in insurance in 2002*

Timothy Domanico brings more than 22-plus years of risk management experience to the team. Tim is part of Gallagher's National Risk Control team, which provides claims and loss control support to Gallagher clients. Tim has risk control experience focusing on manufacturing, real estate, transportation, healthcare, and financial institutions.

Tim began his insurance career at The Hartford Insurance Group. Tim served in several roles while there including as a senior loss control representative for in the New York marketplace for his first 10 years with the Hartford. His final three years, he worked as the loss control manager for the Hartford's New York City regional offices. In these various roles, Tim was responsible for developing and providing tailored safety presentations, industrial hygiene, return to work programs, driver training, and

Monroe County Water Authority

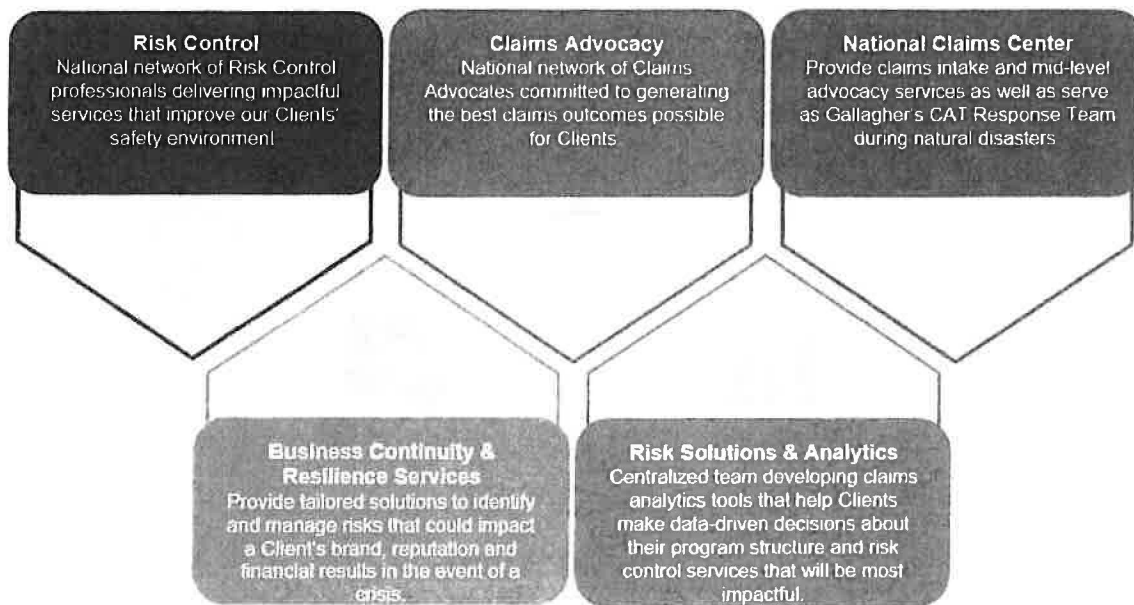
machine safeguarding audits. He also provided consultation with clients on National Fire Protection Association (NFPA) and Department of Transportation (DOT) compliance.

Tim is certified as a New Yorks State Department of Labor Workplace Safety & Loss Prevention Consultant, as he authorized to conduct New York State Code Rule 59 surveys. Tim is a member of the Central New York Chapter of the American Society of Safety Engineers. Tim holds a bachelor's degree in occupational health and safety from Keene State College in New Hampshire.

National Risk Control: Claims Advocacy & Claims Center

When it comes to claims prevention and the actual event of navigating through the life of a claim that occurs, Gallagher's National Risk Control team has you covered. Gallagher National Risk Control is comprised of experts focused on claims, risk control, financial analysis, and highly protected risk. Our team is dispersed across the country, has experience across all industries, and has in-depth knowledge of current and emerging safety and health regulations, and operational exposures. Using data analytics and deep industry experience, our team will respond with a sense of urgency to achieve the best outcomes for you.

It is essential to have a strategic approach to reduce losses and minimize your total cost of risk. When a claim occurs, it is equally important to have an effective advocate on your side. Our comprehensive suite of risk services is founded on a data-driven analysis of your business needs and an unwavering commitment to partnership.



Claims Services

Gallagher's claim professionals have vast expertise across all lines of coverage and industries. With an average of 20 years of experience, our staff consists of more than 150 claims professionals across the country delivering superior claims services to our clients. With this level of bench strength, we can match the right advocate to the right claim, thereby assuring the best possible outcome for MCWA. Below are a few of our key services:

Claims Advocacy

Monroe County Water Authority

We can provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. We also:

- Intervene on claims involving coverage issues and reservation of rights letters
- Advocate on your behalf if there is a dispute regarding the extent or value of the loss
- Advise on selection of defense counsel
- Work with claims adjusters to pursue the best defense strategy

Initial Claim Reporting

Reporting claims promptly to insurance carriers is essential in obtaining the most desirable result. For the majority of routine claim occurrences, you may want to report directly to the carrier. However, for claims that require our immediate involvement, we provide alternative methods so our claims professionals can quickly engage.

Claims Reviews

We recommend that our claims team participate in all carrier claim reviews. When we do, we participate with the goal of driving claims to a proper and timely conclusion. We make certain that claims are resolved with the most beneficial outcome for our client. Depending on MCWA's level of claim activity, we would propose that initially these be performed on a quarterly basis, during which we will:

- Agree on a schedule for the reviews with you and your carrier
- Coordinate the type of review, in person or remote via Teams, Zoom, WebEx, etc.
- Secure a location for the review, and identify files to be reviewed, all in coordination with your team
- Participate in the claim reviews to provide value-added expertise
- Deliver a summary of claim reviews time frames

We have developed a number of internal systems to track and review claims information. We request loss runs from the carrier on a quarterly basis, or have the ability to pull loss runs directly from the carrier system, and we stratify the losses based on claim amount and type of claim.

Large Loss Consultation

Our claims consultants assist in the evaluation and strategic planning of high exposure and complex claims. We possess the high level of claims expertise and knowledge to solve problems and deliver optimal results. Once these claims are identified, our claims team immediately engages the adjuster and, if required, upper management. We continue to consult on the claim until it is resolved as efficiently as possible, with the best possible outcome.

Catastrophe Claims Centers

During natural disasters (e.g., hurricanes and wildfires) and other catastrophes (e.g., power outages, active assailant), Gallagher leverages our network of U.S. Claims Centers to assist our clients in reporting claims, provide guidance, and continually support clients through claim resolution. This often includes offering extended hours of operation for clients and dedicating a team of claims professionals to serve as the first point of contact for clients that are affected by the event.

Loss Runs and Stratification Report

Gallagher's Analytics team can provide claims statistical information in easy-to-read charts and graphs. This information can help you understand your loss experience from a statistical perspective, providing you valuable information to address claim trends for risk control planning.

Claims reporting Reference guide (Claims Kit)

Claims reporting can sometimes be a confusing or overwhelming process. That's why our claim experts created a Claims Reporting Reference Guide. Because processes can be varied, the guide itself is broken down into various coverages, such as workers' compensation, cyber, equipment breakdown, professional liability, etc., with important definitions and step-by-step instructions detailed so that nothing is overlooked or forgotten, and you stay protected.

Monroe County Water Authority

As a bonus, various sample forms are included, such as employer's first report of injury form, accident/incident investigation report, witness statement, and property damage report form, just to name a few, so that you can familiarize yourself with the expectations and paperwork ahead of time. Accidents are never planned and it's always best to be prepared.

Third-Party Administrator (TPA)

In some cases, clients opt to hire a third-party administrator or TPA to manage their claims. If applicable, Gallagher will assist MCWA with the RFP/RFQ process to make ensure that the TPA selected is a proper match for your needs. Our focus is to find the most cost-effective manner to get your claims resolved by helping you select and work with a TPA that will provide the highest level of attention and quality. We assist in the process by:

- Helping to define the scope of TPA involvement in your claims
- Working with you to develop a needs analysis and creating a targeted RFP to find a TPA that matches your needs
- Reviewing the RFP responses and recommending the best TPA for your needs

Special Handling Instructions

Developing meaningful Special Handling Instructions for your TPA will help you maintain insight into how your claims are handled, as well as provide you the opportunity to participate in key decisions. It is an important tool when you hire a new TPA, as well as for a legacy TPA that continues to work on older claims. Gallagher will work with you and your carrier to create these instructions designed to help manage the relationship and claims expectations. Some examples may include:

- Notification of a large increase in reserve
- Providing a report before resolving a disputed claim
- Consultation before assigning surveillance on a workers' compensation claim
- Round-table discussions on denied claim
- Monthly reports to include new claims and updates on existing claims

Workers' Compensation Reserve Review

An alarming percentage of employers are paying inflated workers' compensation premiums due to inaccurate experience ratings. When reserves are too high, the carrier will raise premiums to compensate for what they believe is a riskier book of business. Determining the correct amount of money needed for each claim file requires a combination of knowledge and experience. Our workers' compensation audit team has the experience and expertise to properly review your open workers' compensation claims for accurate reserving. Gallagher will conduct a reserve audit annually, focusing on opportunities to reduce reserves and ultimate exposure. We understand the importance of completing this process in a timely manner so it will be accurately reflected for your next annual premium.

Claim Advocacy

We can provide technical expertise in all aspects of the claims discipline for all lines of coverage brokered by Gallagher. Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary. We also:

- Intervene on claims involving coverage issues and reservation of rights letters
- Advise on selection of defense counsel
- Work with claims adjusters to pursue the best defense strategy

Monroe County Water Authority

Our Claims Consulting Model

Our highly skilled claim consultants will develop a claim service plan that controls and monitors claim management using the following tools:

EVALUATE <ul style="list-style-type: none">• Claims should be analyzed early for cost-effective management• Early Return to Work• PPO coordination and usage• Legal strategy and expense supervision	AUDIT <ul style="list-style-type: none">• Claims handling proficiencies• Audits to best practices• Cost targets• Year-over-year results• Grade your claim administrator	FACILITATE <ul style="list-style-type: none">• Resolution opportunities• Facilitate carrier responsiveness• Advocate on coverage problems• Coverage counsel referral, when necessary
LESSONS LEARNED <ul style="list-style-type: none">• Develop cost containment through strategy and planning• Measure success of third-party administrator and defense counsel	ESCALATE <ul style="list-style-type: none">• Facilitate carrier response with high-level executives• Deploy Gallagher executives for appeals to carriers, as necessary	TOOLS <ul style="list-style-type: none">• Benchmarking analytics• Stay-at-Work Program• iAuditor tool for safety compliance and claim defense

Monroe County Water Authority

2. Proposal of Insurance

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Anthony Lutrario Area Senior Vice President	Producer	Anthony_Lutrario@ajg.com	(585) 298-5773 (p)
Mark Ward Risk Management Specialist	Client Service Executive	Mark_Ward@ajg.com	(716) 651-4252 (p)
Margaret Maloney Senior Client Service Manager	Client Service Manager	Margaret_Maloney@ajg.com	(716) 961-7254 (p)
Mary Gifkins Client Service Associate Senior	Client Service Associate	Mary_Gifkins@ajg.com	(585) 258-8216 (p)
Tim Domanico Loss Control & Claims Manager	Loss Control Representative	Tim_Domanico@ajg.com	(315) 424-5115 (p)
Thomas Lynch Senior Claims Manager	Claims Advocate	Tom_Lynch@ajg.com	(315) 928 4980 (p)

Monroe County Water Authority

Named Insured

<i>Named Insured</i>	<i>Package</i>	<i>Lead Umbrella</i>	<i>Owners & Contractors Protective</i>	<i>Aviation Unmanned Aircraft Systems</i>	<i>Cyber Liability</i>	<i>Environmental Liability</i>	<i>Difference in Conditions</i>
Monroe County Water Authority	X	X		X	X	X	X
The People of the State of New York			X				

<i>Named Insured</i>	<i>Crime</i>	<i>Business Travel Accident</i>	<i>Employment Practices Liability</i>	<i>Excess Liability</i>	<i>Excess Liability</i>	<i>Excess Liability</i>
Monroe County Water Authority dba MCWA	X	X	X	X	X	X

OMNIBUS WORDING - Package - Automobile - Munich Re Specialty Insurance affiliate company, Employment Practices Liability - Munich Re Specialty Insurance affiliate company

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Gallagher

Insurance | Risk Management | Consulting

Monroe County Water Authority

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Package	Munich Re Specialty Group Insurance Services, Inc (A+ XV)	Recommended Quote	Admitted
\$10M Umbrella	Munich Re Specialty Group Insurance Services, Inc (A+ XV)	Recommended Quote	Admitted
Owners & Contractors Protective	American Alternative Insurance Corp (A XV)	Recommended Quote	Admitted
	American Alternative Insurance Corp (A+ XV)	Recommended Quote	Admitted
Aviation Unmanned Aircraft Systems	American Commerce Insurance Company (A XV)	Recommended Quote	Admitted
	Central States Ins Co of Omaha (A+ X)	Recommended Quote	Admitted
	Tokio Marine America Insurance Company (A++ XV)	Recommended Quote	Admitted
Cyber Liability	Houston Casualty Company (A++ XV)	Recommended Quote	Non-Admitted
Environmental Liability	Ascot Insurance Company (A XIII)	Recommended Quote	Non-Admitted
Difference in Conditions	Arch Specialty Insurance Company	Recommended Quote	Non-Admitted
Crime	Allmerica Financial Benefit Insurance Co (A XV)	Recommended Quote	Admitted
Employment Practices Liability (Public Officials Liability)	Munich Re Specialty Group Insurance Services, Inc (A+ XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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Full Program Details

(Property, Inland Marine, General Liability, Automobile)

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Munich Re Specialty Group Insurance Services, Inc (A+ XV, Admitted)

Package - Property

Premium & Exposures	Proposed
Premium	\$369,586.00
State-Imposed Taxes, Surcharges, & Fees	\$6,017.73
Risk Management Services Fee	\$250.00
Exposure / TIV	TIV : \$519,437,300
Building	\$400,997,200
Business Personal Property	\$118,440,100
Special Form Perils	Applies - Including Theft
Agreed Amount Endorsement	Included
Coinsurance	Removed

Coverages	Proposed
Subject to	\$300,000,000 Loss Limit
Blanket Building (Special Form including theft)	Applies
Blanket Business Personal Property	Applies



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Coverages	Proposed
Blanket Business Income	\$10,000,000
Extra Expense	\$10,000,000
Equipment Breakdown	\$100,000,000
Earthquake	\$10,000,000 – each occurrence
Flood Zone Low/Moderate (X C or unshaded X, B X500 or shaded X)	\$10,000,000 – each occurrence
Flood Zone High (A AE AH AO AR A99 A1-A30 V VE or V1-V30; pending price to add federal flood zones A and/or AE)	Excluded
Utility Services – Direct Damage	\$100,000
Newly Acquired or Under Construction Real Property (Coverage A) and Related Personal Property (Coverage B)	Coverage A: \$1,000,000 Coverage B: \$500,000
Debris Removal Expenses	25% + \$100,000
Real Property or Personal Property in Transit or Off-Premises	\$100,000
Unintentional Errors	\$250,000
Fire Department Service Charge	\$25,000 Limit of Insurance
Fire Extinguishing Equipment Recharge Costs	“Necessary and Reasonable” per policy
Key and Lock Replacement	\$25,000
Ordinance or Law	
Coverage A: Undamaged Real Property	Coverage A: Limit of Insurance
Coverage B: Demolition	Coverage B and Coverage C: Greater of 100% of direct
Coverage C: Increased Cost	physical loss or \$1,000,000
Property of Other in Care, Custody Control	Included in Business Personal Property limit
Valuable Papers and Records	\$500,000
Water Contamination Notification Expense	\$25,000 (annual aggregate)
Accounts Receivable	\$50,000



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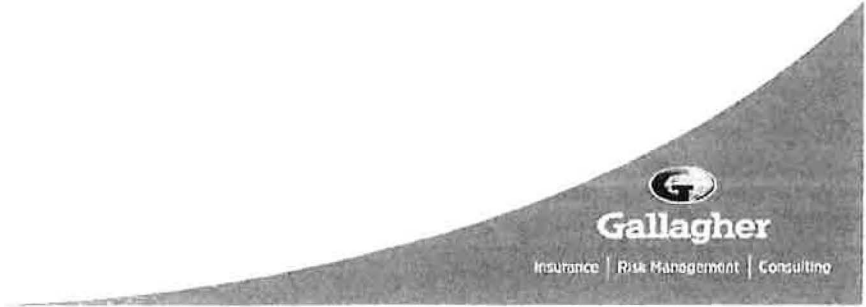
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Coverages	Proposed
Pollution Remediation Expense (covered cause of loss)	\$25,000
Pollution Remediation Expense (specified cause of loss)	\$100,000
Preservation of Property	Included
Fine Arts	\$50,000 (Appraised); \$25,000 (unappraised – subject to \$1,500/item Max)
Paved Surfaces	Included in Real Property
Outdoor Property	\$150,000

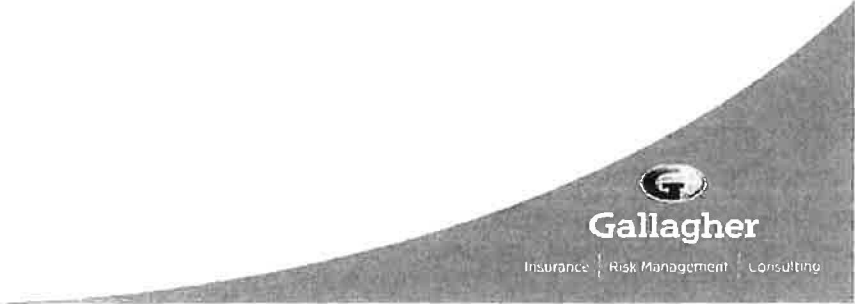
Deductibles/SIR	Proposed
Property Deductible	\$50,000 – Per Occurrence
Equipment Breakdown Deductible	\$50,000 – Per Occurrence
Earthquake (\$) Deductible	\$100,000
Earthquake (%) Deductible	NA
Flood Zone Low/Moderate (\$) Deductible	\$100,000
Flood Zone High (\$) Deductible	NA
Wind/Hail \$ Deductible	NA

Endorsements (including but not limited to)
Form: Proprietary

Exclusions (including but not limited to)
Earth Movement Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure



Monroe County Water Authority



Monroe County Water Authority

Package - Inland Marine

Premium & Exposures	Proposed
Premium	\$1,424.00

Standard Coverages	Proposed
Coverage A: Blanket Tools and Equipment: (Unscheduled, Maximum \$10,000 any one item)	\$250,000
Coverage B: Scheduled Equipment	\$1,580,638
Coverage C: Blanket Emergency Services Equipment:	Excluded

Additional Coverages	Proposed
Debris Removal Expenses	Max \$15,000 (per occurrence)
Employee Tools (no deductible applies)	Max \$25,000 (per occurrence)
Emergency Services and Law Enforcement Personal Effects (no deductible applies)	Replacement Cost
Blanket Tools and Equipment and Blanket Emergency Services Equipment	Replacement Cost or \$10,000 (per occurrence)
Scheduled Equipment	**Actual Cash Value or \$100,000 (per occurrence)
Newly Acquired Scheduled Equipment	30 days on Replacement Cost (not to exceed purchase price)
Personal Watercraft and Watercraft	**Replacement Cost or \$25,000 (per occurrence)
Rental Reimbursement for Scheduled Equipment	Max \$10,000 (per occurrence)
Unmanned Aircraft	Max \$25,000 (per occurrence)
Fire Department Charges	Max \$1,000 (per occurrence)
Fire Extinguishing Recharge Costs	Necessary and Reasonable Costs (extinguishing equipment must be for the protection of your Inland marine equipment)



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Deductibles/SIR	Proposed
Deductible - Blanket Tools and Equipment	\$1,000
Deductible - Scheduled Equipment	\$1,000
Deductible - Blanket Emergency Services Equipment	NA
Deductible – Rented or Borrowed Equipment: Blanket Emergency Services Equipment	\$1,000
Deductible – New Acquired Scheduled Equipment	\$1,000
Deductible - Unmanned Aircraft	\$500
Fire Department Charges	None
Fire Extinguishing Recharge Costs	None

Valuations	Proposed
Replacement Cost	Coverage A: Blanket Tools and Equipment
Replacement Cost or Actual Cash Value	Coverage B: Scheduled Equipment
Guaranteed Replacement Cost	Coverage C: Blanket Emergency Services Equipment
Agreed Amount	



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Package - General Liability

Premium & Exposures	Proposed
Premium	\$52,632.00
Non-auditable	

Standard Coverages	Proposed
General Aggregate Limit	\$3,000,000
Each Occurrence Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$3,000,000
Damage to Premises Rented to You Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Medical Payments	\$10,000
Abuse or Molestation Liability	\$1,000,000 Each Act
Abuse or Molestation Liability	\$1,000,000 Aggregate
Abuse or Molestation Liability - Special Supplementary Payment Limit	\$10,000

Additional Coverages	Proposed
Watercraft	Owned & Non-owned Watercraft
Broadened Pollution for Municipal Exposures	Including, but not limited to potable water, water/wastewater treatment chemicals, chemicals for swimming pools, road salt or similar substances, urgent response for the protection of human life, training operations, pesticides/herbicides

Deductibles/SIR	Proposed
Deductible	\$25,000 (each occurrence)



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Defense Limitations	Proposed
General Liability	Defense Costs In Addition to Limits

Form Type	Proposed
Form Type - General Liability, Employee Benefits Liability	Occurrence
Form Type - Abuse or Molestation Liability	Occurrence

Other Significant Terms and Conditions/Restrictions:

Description
Carrier : Munich Re Specialty Insurance affiliate company
Risk Management Services Fee & State-Imposed Taxes, Surcharges, & Fees Shown Under Property
Terrorism Premium \$Included at No Charge



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Public Officials & Management Liability

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Munich Re Specialty Group Insurance Services, Inc
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Premiums are due 25 days from inception to One80 Intermediaries.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$19,632.00
TRIA	Included
Minimum Type	None
Estimated Cost	\$19,632.00

Standard Coverages	Proposed
Coverage A: Wrongful Acts	\$1,000,000 – Each Wrongful Act or Offense
- Employment Practices	Included
- Employee Benefits Liability	Included
Coverage B: Injunctive Relief	\$25,000 – Each Action
Aggregate Limit	\$3,000,000 – Coverage A & B Combined
Wage and Hour Laws – Defense Expenses	\$50,000 Per Claim – outside limit

Additional Coverages	Proposed
Wage and Hour Claim Defense Costs	Aggregate sublimit



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Deductibles/SIR	Proposed
Deductible - Employment Practices Liability	\$50,000 - Each Wrongful Act or Offense
Deductible - Wrongful Act	\$50,000 - Each Wrongful Act or Offense

Defense Limitations	Expiring	Proposed
Applies\ Other	The Limits of Liability and any retention(s) shall be reduced, and any may be completely exhausted, by amounts incurred as defense costs. In the event the limits of liability are exhausted by the payment of defense costs, we will not be liable for the payment of defense costs or for the amount of any judgement or settlement after the limits of liability have been exhausted	Defense Costs Outside the Limits of Liability

Form Type	Proposed
Form Type	Wrongful Acts: Claims-Made; Employment Practices: Claims-Made; Employee Benefits Liability: Claims-Made
Retroactive Date	Wrongful Acts: Retro Date 7/1/2000; Employment Practices Retro Date: 7/1/2000 Employee Benefits Liability Retro Date: 7/1/2024

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



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Other Significant Terms and Conditions/Restrictions:

Description

Risk Management Services Fee & State-Imposed Taxes, Surcharges, & Fees Shown Under Property

CARRIER: Munich Re Specialty Insurance affiliate company

Terrorism Premium \$ Included at No Charge



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Package - Automobile

Premium & Exposures	Proposed
Premium	\$100,200.00
Minimum Type	None

Standard Coverages (Symbol)	Proposed
Combined Single Limit for Bodily Injury & Property Damage (each accident) (1)	\$1,000,000
Hired Auto Liability (Included)	\$1,000,000
Non-Owned Auto Liability (Included)	\$1,000,000
"No-Fault" or Statutory Personal Injury Protection (each person) (5)	\$50,000
Medical Payments (2)	\$10,000
Uninsured / Underinsured Motorists (6)	\$1,000,000
Hired Physical Damage (8)	\$50,000
Owned Physical Damage – Comprehensive (2)	ACV
Owned Physical Damage – Collision (2)	ACV

Additional Coverages	Proposed
Broadened Named Insured	Included
Employees/Volunteers as Insureds	Included
Loss of Earnings	@ \$500/day
Loss of Use Increased to	\$500/day
Transportation Expenses	up to \$1,500 for Temporary Transport
Personal Effects	Up to \$500
Rental Reimbursement	up to \$3,000 (any one auto)
Commandeered Auto Coverage	Included



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Additional Coverages	Proposed
Tapes, Records and Discs Coverage	@ \$500
Personal Effects of Emergency Response Operation Employees or Volunteers	@ \$10,000
Rental Reimbursement	Emergency Vehicles @ \$250/day for up to 30 days
Substitute Emergency Vehicles	up to \$250,000
Limited Deductible Reimbursement for Employee's or Volunteer's Personal Auto	up to \$1,000 (any one auto)

Deductibles/SIR	Proposed
Comprehensive	\$2,500 ; \$5,000
Collision	\$2,500 ; \$5,000
Deductible - Commandeered Auto Coverage/ Commandeered Emergency Vehicles	\$500
Deductible - Limited Deductible Reimbursement for Employee's or Volunteer's Personal Auto	up to \$1,000 (any one auto)
Deductible - Newly Acquired Emergency Vehicle	up to \$500,000 (deductible applies)

Other Significant Terms and Conditions/Restrictions:

Description
<p>Terrorism Premium Included</p> <p>We require that the insured perform MVR reviews a minimum of annually on all drivers and prior to hiring new drivers. By accepting this quotation, the insured confirms that they have in place or agree to adopt driver selection procedures and safe driving standards that include specific violation conditions indicating when an employee will not be allowed to operate entity vehicles or motorized equipment. These procedures can be subject to loss control review.</p> <p>Replacement Cost for emergency vehicles ten (10) model years old or newer and police vehicles 5 model years old or newer</p> <p>Risk Management Services Fee & State-Imposed Taxes, Surcharges, & Fees Shown Under Property</p>



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Lead Umbrella

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Munich Re Specialty Group Insurance Services, Inc
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Premiums are due 25 days from inception to One80 Intermediaries
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$30,725.00
Minimum Type	None
Estimated Cost	\$30,725.00

Standard Coverages	Proposed
Limits Per Occurrence	\$10,000,000
Limits Per Aggregate	\$20,000,000

Deductibles/SIF	Proposed
Retention - Per Occurrence	\$10,000

Form Type	Proposed
Form Type - Umbrella	Occurrence



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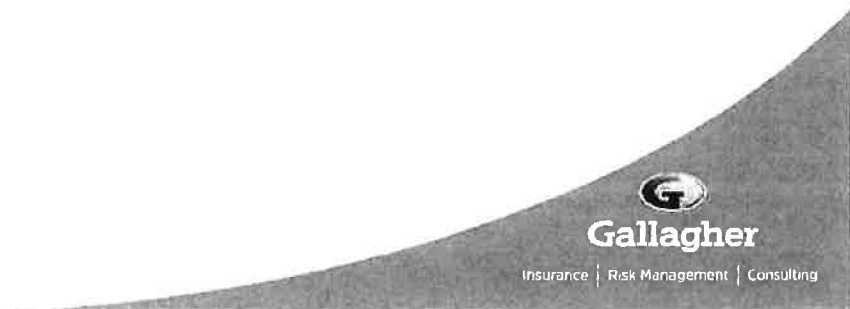
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Coverage	Limit	Carrier Name	Eff Date	Exp Date
Commercial General Liability	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Auto Liability	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Public Officials & Management Liability (Wrongful Acts)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Abuse and Molestation Coverage (General Liability)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Hired and Non-Owned Auto Liability (Owned Auto)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Employment Practices (POML)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025
Employee Benefit Plans (POML)	Included	Munich Re Specialty Insurance	7/1/2024	7/1/2025

Other Significant Terms and Conditions/Restrictions:

Description
State-Imposed Taxes, Surcharges, & Fees are included in Package Property - Munich Re Specialty Insurance



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Owners & Contractors Protective

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	American Alternative Insurance Corp
A.M. Best Rating	A XV
Admitted/Non-Admitted	Admitted
Payment Plan	Premiums are due 25 days from inception to One80 Intermediaries.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$250.00
TRIA	Included
Estimated Cost	\$250.00

Standard Coverages	Proposed
General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Form Type	Proposed
Form Type	Owners & Contractors Protective



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Aviation Unmanned Aircraft Systems

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier (A.M. Best Rating, Admitted/Non-Admitted)	American Alternative Insurance Corp (A+ XV, Admitted) American Commerce Insurance Company (A XV, Admitted) Central States Ind Co of Omaha (A+ X, Admitted) Tokio Marine America Insurance Company (A++ XV, Admitted)
Payment Plan	100% of the Annual Premium Due on Inception

Premium & Exposures	Proposed
Premium	\$2,838.00
TRIA	Included
Estimated Cost	\$2,838.00

Standard Coverages	Proposed
Limit	See Aircraft Schedule

Additional Coverages	Proposed
Expenses for Medical Services	\$5,000 each occurrence
Aviation Personal And Advertising Injury Liability	\$10,000,000 each occurrence/aggregate
Fire Legal Liability	\$100,000 each occurrence

Endorsements (including but not limited to)
Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)
Additional Insured - A121
Amendment of Defined Terms - A125



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Endorsements (including but not limited to)
Expenses for Medical Services - C036 - \$5,000 each occurrence
Liability for Sale of Aircraft, Aircraft Parts or Services - C039
Terrorism (TRIA) Coverage - Liability Only - C056
Aviation Personal And Advertising Injury Liability - C061 - \$10,000,000 each occurrence/aggregate
Premises Coverage - C064
Fire Legal Liability - C066 - \$100,000 each occurrence
Expanded Contractual Liability Endorsement - C095
Non-Owned Aircraft Liability - UnManned Aircraft System - N004
TRIA Disclosure - D004
New York Amendatory - S029

Exclusions (including but not limited to)
Electronic Data Recognition Exclusion Limited Coverage - C025
Limited Liability War Exclusion Limited Coverage - C022
Electronic Data Event Liability Exclusion - E041



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Aircraft Schedule			
FAA Number	FA33FF9PLW	NON-OWNED LIABILITY	
Serial Number	OAXCE960A30753	ANY UNMANNED AIRCRAFT	
Aircraft Make	DJI INNOVATIONS	SYSTEM THAT DOES NOT	
Aircraft Model	PHANTOM 4 PRO	EXCEED 55LBS IN WEIGHT	
Aircraft Year	2022	0+0	
Seats Crew + Passenger	0+0	UAS	
Use	UAS	July 1, 2024	Coverage Totals
Unit Inception Date	July 1, 2024		
Hull Value			
Hull Rate			
Hull Premium	Not Covered	Not Covered	
Hull War Rate			
Hull War Premium	Not Covered	Not Covered	
Liability Limit	\$10,000,000	\$10,000,000	
Passenger Liability	Excluded	Excluded	
Liability Premium	\$2,365	Included	\$2,365
Passenger War Liability	Included	Included	
Third Party War Limit	\$10,000,000	\$10,000,000	
Third Party War Basis	Aggregate	Aggregate	
Third Party War Premium	Included	Included	
Personal Injury Limit	\$10,000,000	\$10,000,000	
Personal Injury Premium	\$473	Included	\$473
Medical Limit	\$5,000	\$5,000	
Medical Premium	Included	Included	
Deductible In Motion	Not Applicable	Not Applicable	
Deductible Not In Motion	Not Applicable	Not Applicable	
Total Annual Premium	\$2,838	\$0	



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Cyber Liability

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Houston Casualty Company
A.M. Best Rating	A++ XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Payment of premium is due 30 days from the effective date of coverage.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$41,215.00
Surplus Lines Tax	\$1,490.76
Stamping Office Fee	\$62.12
TAXES:	
- Carrier Fee/Policy Fee	\$195.00
- Broker Fee - RPS	\$200.00
Minimum Type	None
Estimated Cost	\$43,162.88

Standard Coverages	Proposed
Maximum Policy Aggregate Limit	\$5,000,000
Limits Per Insuring Agreement	See limits below
Third Party Liability Insuring Agreements (Claims Made and Reported Coverage)	See limits below
Multimedia Liability Coverage	\$5,000,000 / \$5,000,000
Security and Privacy Liability Coverage	\$5,000,000 / \$5,000,000



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Standard Coverages	Proposed
Privacy Regulatory Defense and Penalties Coverage	\$5,000,000 / \$5,000,000
PCI DSS Liability Coverage	\$5,000,000 / \$5,000,000
Bodily Injury Liability Coverage	\$250,000 / \$250,000
Property Damage Liability Coverage	\$50,000 / \$50,000
TCPA Defense Coverage	\$50,000 / \$50,000
First Party Insuring Agreements (Event Discovered and Reported Coverage)	See limits below
Breach Event Costs Coverage	\$5,000,000 / \$5,000,000
Post Breach Remediation Costs Coverage	\$25,000 / \$25,000
Brand-Guard™ Coverage	\$5,000,000 / \$5,000,000
System Failure Coverage	\$5,000,000 / \$5,000,000
Dependent System Failure Coverage	\$5,000,000 / \$5,000,000
Cyber Extortion Coverage	\$5,000,000 / \$5,000,000
Cyber Crime Coverage	See limits below
A. Financial Fraud Sublimit	\$250,000 / \$250,000
B. Telecommunications and Utilities Fraud Sublimit	\$250,000 / \$250,000
C. Phishing Fraud Sublimits	See limits below
1. Your Phishing Fraud Loss Sublimit	\$250,000 / \$250,000
2. Client Phishing Fraud Loss Sublimit	\$250,000 / \$250,000
3. Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)	\$250,000
Cyber Crime Aggregate Limit (A., B., & C. combined)	\$250,000
Bricking Loss Coverage	\$5,000,000 / \$5,000,000
Property Damage Loss Coverage	\$50,000 / \$50,000
Reward Expenses Coverage	\$50,000 / \$50,000



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Standard Coverages	Proposed
Court Attendance Costs Coverage	\$25,000 / \$25,000
Brand-Guard™ Coverage: Period of Indemnity	6 months
System Failure Coverage: B. Non-Physical Business Interruption - Period of Restoration	6 months
Dependent System Failure Coverage: B. Non-Physical Business Interruption - Period of Indemnity	4 months

Additional Coverages	Proposed
Biometric Claims Sublimit – Each Biometric/Aggregate	\$250,000 / \$250,000

Deductibles/SIR	Proposed
Deductible: Aggregate Deductible	\$75,000
Deductibles shown below apply to each claim	
Deductible: Multimedia Liability Coverage	\$25,000
Deductible: Security and Privacy Liability Coverage	\$25,000
Deductible: Privacy Regulatory Defense and Penalties Coverage	\$25,000
Deductible: PCI DSS Liability Coverage	\$25,000
Deductible: Bodily Injury Liability Coverage	\$25,000
Deductible: Property Damage Liability Coverage	\$25,000
Deductible: TCPA Defense Coverage	\$25,000
Deductible: Breach Event Costs Coverage	\$25,000
Deductible: Post Breach Remediation Costs Coverage	\$25,000
Deductible: Brand-Guard™ Coverage	
Deductible: Waiting Period	2 weeks



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Deductibles/SIR	Proposed
Deductible: System Failure Coverage	See limits below
Deductible: A. Data Recovery Deductible	\$25,000
Deductible: B. Non-Physical Business Interruption	See limits below
Deductible: Waiting Period	8 hours
Dependent System Failure Coverage	See limits below
Deductible: A. Data Recovery Deductible	\$25,000 - Each Claim
Deductible: B. Non-Physical Business Interruption	See limits below
Waiting Period	12 hours - Each Claim
Deductible: Cyber Extortion Coverage	\$25,000 - Each Claim
Deductible: Cyber Crime Coverage	\$25,000 - Each Claim
Deductible: Bricking Loss Coverage	\$25,000 - Each Claim
Deductible: Property Damage Loss Coverage	\$25,000 - Each Claim
Deductible: Reward Expenses Coverage	\$25,000 - Each Claim
Deductible: Biometric Claims	To match option selected

Form Type	Proposed
Form Type	Third Party Liability Coverage - Claims Made and Reported; First Party Coverage - Discovery
Retroactive Date	Third Party Liability Coverage - None; Full Prior Acts Coverage Biometric Claims - None; Full Prior Acts Coverage

Definition Of Claim:
Refer to policy form

Run Off Provisions:
Refer to policy form



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Incident/Claim Reporting Provision:

Refer to policy form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

NetGuard Policy - NGP 1000 (4.2020)

Amendment of Other Insurance Provisions: Excess Insurance - NGP1082-52020

Biometric Claims Sublimit - NGP1077-122023

Policyholder Disclosure Notice of Terrorism Insurance Coverage - NGP1076-42020

Service of Suit - NGP1075-42020

Exclusions (including but not limited to)

War and Cyber Operation Exclusion - NGP1109-102023

Nuclear Incident Exclusion - NGP1078-52020



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Environmental Liability

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Ascot Insurance Company
A.M. Best Rating	A XIII
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Premium is due 25 days from inception to One80.
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$18,952.00
NY State Tax	\$682.27
Stamping Fee	\$28.43
TRIA	Included
Minimum Type	Minimum Earned Premium
Minimum Amount	100.00%
Estimated Cost	\$19,662.70

Standard Coverages	Proposed
Coverage A Covered Location Pollution Liability	\$1,000,000
Coverage B Miscellaneous Pollution Liability	\$1,000,000
Coverage C Emergency and Crisis Management Costs	\$1,000,000
Coverage D Business Income and Extra Expense	\$1,000,000
Policy Aggregate	\$1,000,000



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Deductibles/SIR	Proposed
Deductible: Coverage A Covered Location Pollution Liability	\$25,000
Deductible: Coverage B Miscellaneous Pollution Liability	\$25,000
Deductible: Coverage C Emergency and Crisis Management Costs	\$25,000
Deductible: Coverage D Business Income and Extra Expense - Waiting Period	72 Hours

Form Type	Proposed
Form Type	Claims Made

Definition Of Claim:
Claim means a written or verbal demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.

Run Off Provisions:
Refer to the Policy Form

Incident/Claim Reporting Provision:
Refer to the Policy Form

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

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Endorsements (including but not limited to)

Claim and Notice Reporting - EN AL PN 01 09 23

NY Surplus Lines Notice - INT N0001 NY 01 23

Prime Pollution Liability Coverage Form - EN PR 00 01 06 21

Exclusions (including but not limited to)

Drinking water exclusion - EN AL 10 37 09 23

Sewer or Drain Exclusion - EN PR 10 50 08 21

PFAS Exclusion - EN PR 10 51 08 21

Other Significant Terms and Conditions/Restrictions:

Description

Premium includes TRIA.



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Difference in Conditions

Carrier Information	Proposed
Policy Term	7/1/2024 - 7/1/2025
Carrier	Arch Specialty Insurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Non-Admitted
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$46,200.00
Surplus Lines Taxes	\$1,663.20
Stamping Fee	\$69.30
Minimum Type	Minimum Earned Premium
Minimum Amount	35%
Estimated Cost	\$47,932.50
Total Insurable Values	\$519,437,300

Standard Coverages	Proposed
100% Program Limit (all layers)	\$15,000,000 – ground up – per occurrence

Participation	Proposed
Arch Participation	100.0000% being \$5,000,000 Per Occurrence and Annual Aggregate part of \$5,000,000 excess of \$10,000,000 Per Occurrence and Annual Aggregate and excess of deductibles per the schedule of locations and values submitted



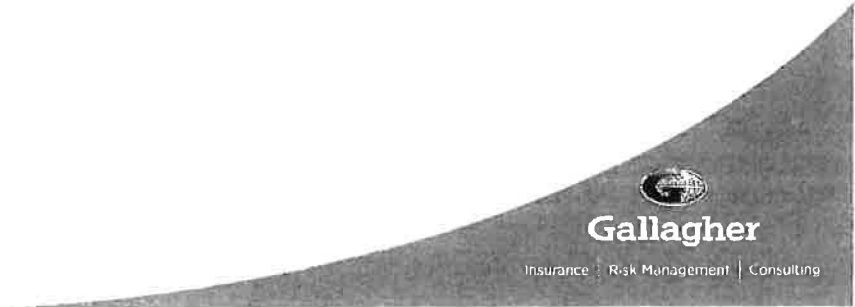
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Sub-limits	Proposed
100% Program Sub-limits	All sub-limits shown below are the 100% program sub-limits which apply on a ground-up basis over all participating layers of insurance. Arch Specialty Insurance Company's participation, if any, in such sub-limits shall be in proportion to Arch Specialty Insurance Company's participation in the overall limits for this account, as detailed in the Participation Section above. Sub-limits are part of and not in addition to the 100% Program Limit shown above and are per occurrence unless otherwise indicated

Coverage	Proposed
Coverage Territory	The United States of America (Including its territories and possessions) and Puerto Rico
Location(s) Covered	As per schedule on file received on 03/14/2024
Covered Perils	Difference In Conditions Including Flood and Earthquake subject to policy terms, conditions, and exclusions
Covered Property	Real Property Business Personal Property
Valuation	Replacement Cost as respect to Real and Business Personal Property
Co-Insurance	NIL as respects Real and/or Personal Property



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Locations not covered under this policy for Flood
4480 BUFFALO ROAD, CHILI, NY 14428 – Flood Zone: X
631 EDGEMERE DRIVE, GREECE, NY 14626 – Flood Zone: X
639 EDGEMERE DRIVE, GREECE, NY 14626 – Flood Zone: X
243 MAIN ROAD, PEMBROKE, NY 14011 – Flood Zone: X
90 BARCHAN DUNE RISE, VICTOR, NY 14564 – Flood Zone: X
90 BARCHAN DUNE RISE, VICTOR, NY 14564 – Flood Zone: X
119 FISHER ROAD, VICTOR, NY 14624 – Flood Zone: X
1313 STATE ROUTE 444, VICTOR, NY 14564 – Flood Zone: X
7980 CLINTON STREET ROAD, BERGEN, NY 14416 – Flood Zone: X
1332 MAIN ROAD, PEMBROKE, NY 14036 – Flood Zone: X
201 BENSON ROAD, VICTOR, NY 14564 – Flood Zone: X
131 BAKER ROAD, VICTOR, NY 14564 – Flood Zone: X
1535 ROUTE 444, VICTOR, NY 14564 – Flood Zone: X
701 HIGH STREET, VICTOR, NY 14564 – Flood Zone: X
8100 NEWCO DRIVE, HAMLIN, NY 14464 – Flood Zone: X

Deductible	Proposed
	\$10,000,000 attachment point, plus underlying deductible



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Crime

<i>Carrier Information</i>	<i>Proposed</i>
Policy Term	7/1/2024 - 7/1/2025
Carrier	Allmerica Financial Benefit Insurance Co
A.M. Best Rating	A XV
Admitted/Non-Admitted	Admitted
Payment Method	Direct Bill

<i>Premium & Exposures</i>	<i>Proposed</i>
Premium	\$6,267.00
Minimum Type	None
Estimated Cost	\$6,267.00

<i>Standard Coverages</i>	<i>Proposed</i>
1. Employee Theft – Per Loss Coverage	\$4,000,000
3. Forgery Or Alteration	\$250,000
4. Inside The Premises – Theft Of Money And Securities	\$25,000
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$25,000
6. Outside The Premises	\$25,000
7. Computer And Funds Transfer Fraud	\$4,000,000
8. Money Orders And Counterfeit Money	\$1,000,000

<i>Additional Coverages</i>	<i>Proposed</i>
False Pretenses - Per Occurrence	\$100,000
Destruction of Electronic Data	\$100,000



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Additional Coverages	Proposed
Add Faithful Performance of Duty Coverage for Government Employees - Employee Theft – Per Loss Coverage	\$1,000,000
Add Credit, Debit or Charge Card Forgery - Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes	\$1,000,000
Employee Theft Insuring Agreement - Costs, Fees Or Other Expenses	\$10,000
Computer And Funds Transfer Fraud Insuring Agreement - Costs, Fees Or Other Expenses	\$1,000,000

Deductibles/SIR	Proposed
Deductible - 1. Employee Theft – Per Loss Coverage	\$15,000
Deductible - 3. . Forgery Or Alteration	\$5,000
Deductible - 4. Inside The Premises – Theft Of Money And Securities	\$1,000
Deductible - 5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$1,000
Deductible - 6. Outside The Premises	\$1,000
Deductible - 7. Computer And Funds Transfer Fraud	\$15,000
Deductible - 8. Money Orders And Counterfeit Money	\$10,000
Deductible - False Pretenses - Per Occurrence	\$25,000
Deductible - Destruction of Electronic Data	\$1,000



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Form Type	Proposed
Form Type	Discovery

Endorsements (Including but not limited to)
Government Crime Declarations - CR DS 04 08 13
Signature Page - SIG-1100 11 17
Government Crime Policy (Discovery Form) - CR 00 26 11 15
Destruction of Electronic Data - CR 04 13 08 13
Include Designated Person Required to Have Knowledge of Loss (Discovery Form) - CR 20 22 10 10
Include As Joint Insured(s) - CR 20 31 08 13
Include Specified Non-Compensated Officers as Employees - CR 25 08 10 10
Include Volunteer Workers Other Than Fund Solicitors As Employees - CR 25 10 10 10
Include Treasurers or Tax Collectors as Employees - CR 25 12 10 10
Faithful Performance of Duty - CR 25 19 08 13
Add Credit, Debit or Charge Card Forgery - CR 25 20 10 10
Include Expense Incurred to Establish Amount of Loss - CR 25 40 08 13
False Pretenses Coverage - 181-1826 10 20
Omnibus ERISA Joint Insured - 181-1845 10 20
Amend Computer And Funds Transfer Fraud Insuring Agreement - 181-1851 02 22

Exclusions (Including but not limited to)
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured

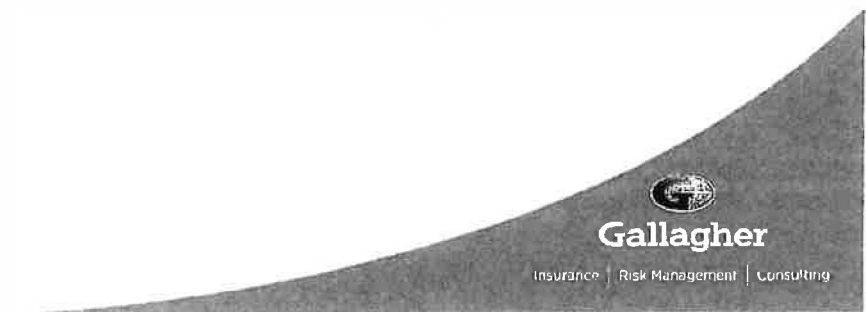


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Exclusions (Including but not limited to)
Employee Dishonesty (does not apply to Employee Theft Coverage)
Exclude Cyber Extortion CW - 181-1806 02 22



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Business Travel Accident

Carrier: Zurich American Ins Co is A.M. Best rated A (Excellent)

Class

- 1 All active full-time salaried employees of the Policyholder, working a minimum of 30 hours per week, domiciled in the United States.
- 2 All active full-time hourly employees of the Policyholder working a minimum of 30 hours per week, domiciled in the United States.

Plan Design

Class	Principal Sum	Hazards	Benefits
1	\$200,000	G-9, G-25, G-27	F-3, F-5, F-18, F-19, F-21
2	\$100,000	G-9, G-25, G-27	F-3, F-5, F-18, F-19, F-21

Hazard Description

G-9	24-Hour All Risk Accident Protection - Business Only	
G-25	Private Passenger Automobile Seat Belt Accident Protection	10% to \$25,000
G-27	Private Passenger Automobile Air Bag Accident Protection	10% to \$25,000

Benefit Description

F-3	Accidental Death, Dismemberment, and Paralysis Benefit	
F-5	Rehabilitation Benefit	\$250 per month for up to 6 months (not contingent upon actual expenses incurred)
F-18	Therapeutic Counseling Benefit	\$250 per month for up to 6 months (not contingent upon actual expenses incurred)
F-19	Adaptive Home and Vehicle Benefit	10% to \$25,000
F-21	Surgical Reattachment Benefit	

Amendments

- N-1 Newly Acquired Company or Corporation
- N-8 OFAC (Office of Foreign Assets Control) Notice

Aggregate Limit(s) of Indemnity

\$2,000,000 Per Accident



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Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring	Proposed
		Zurich American Insurance Company	Munich Re Specialty Group Insurance Services, Inc
Package	Premium		\$523,842.00
	Estimated Cost*	\$452,354.54	\$530,109.73
	Change (\$)	-	\$77,755.19
	Change (%)	-	16%
		\$10M Lead Umbrella Zurich American Insurance Company	\$10M/\$20M Umbrella Munich Re Specialty Group Insurance Services, Inc
Umbrella	Premium		\$30,725.00
	Estimated Cost*	\$37,694.00	\$30,725.00
	Change (\$)	-	(\$6,969.00)
	Change (%)	-	(18.49%)
		Zurich American Insurance Company	American Alternative Insurance Corp
Owners & Contractors Protective	Premium		\$250.00
	Estimated Cost*	\$216.00	\$250.00
	Change (\$)	-	\$34.00
	Change (%)	-	15.74%



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		American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company	American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company
Aviation Unmanned Aircraft Systems	Premium		\$2,838.00
	Estimated Cost*	\$2,838.00	\$2,838.00
	Change (\$)	-	-
	Change (%)	-	-
		Houston Casualty Company	Houston Casualty Company
Cyber Liability	Premium		\$41,215.00
	Estimated Cost*	\$54,403.27	\$43,162.88
	Change (\$)	-	(\$8,356.12)
	Change (%)	-	(16.22%)
		Ascot Specialty Insurance Company	Ascot Insurance Company
Environmental Liability	Premium		\$18,952.00
	Estimated Cost*	\$18,437.00	\$19,662.70
	Change (\$)	-	\$1,225.70
	Change (%)	-	6.65%
		Arch Specialty Insurance Company	Arch Specialty Insurance Company
Difference in Conditions	Premium		46,200.00
	Estimated Cost*	\$46,660.00	\$47,932.50
	Change (\$)	-	\$1,272.50
	Change (%)	-	2.73%



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		Harover Insurance Company	Allmerica Financial Benefit Insurance Co
Crime	Premium		\$6,267.00
	Estimated Cost*	\$6,151.00	\$6,267.00
	Change (\$)	-	\$116.00
	Change (%)	-	1.89%
Business Travel Accident			
Business Travel Accident	Premium		\$1,000
	Estimated Cost*	\$1,000	\$1,000
	Change (\$)		-
	Change (%)		-
Public Officials Liability			
Public Officials Liability	Premium	\$36,811.00	\$19,632.00
	Estimated Cost*	\$36,811.00	\$19,632.00
	Change (\$)	-	(\$17,179.00)
	Change (%)	-	(47%)
Service Fee Agreement		\$60,000	\$60,000
Total Program Cost		\$716,564.81	\$761,579.81
Change (\$)		-	\$45,015
Change (%)		-	5.9%



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*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)** is valid until **5/3/2024**

Quote from **Houston Casualty Company (Tokio Marine Holdings, Inc.)** is valid until **7/1/2024**

Quote from **Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)** is valid until **8/30/2024**

Quote from **Ascot Insurance Company (Ascot Insurance Company)** is valid until **5/2/2024**

Quote from **American Alternative Insurance Corp (Munich Re America Corporation Group)** is valid until **6/30/2024**

Quote from **Arch Specialty Insurance Company (Arch Insurance Group)** is valid until **6/30/2024**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

Package

Public Officials Liability

\$10M Umbrella

\$10 xs \$10M Excess Umbrella

Owners & Contractors Protective

Aviation Unmanned Aircraft Systems

Cyber Liability

Environmental/Pollution Liability

Difference in Conditions Flood & Earthquake

Crime

Business Travel Accident

\$5M xs \$20M Excess Liability

\$10M xs \$25M Excess Liability

\$15M xs \$35M Excess Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



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Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	Package	Premiums are due 25 days from inception to One80 Intermediaries.	Agency Bill
Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	Lead Umbrella	Premiums are due 25 days from inception to One80 Intermediaries	Agency Bill
American Alternative Insurance Corp (Munich Re America Corporation Group)	Owners & Contractors Protective	Premiums are due 25 days from inception to One80 Intermediaries.	Agency Bill
Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	Public Officials Liability	Premiums are due 25 days from inception to One80 Intermediaries.	Agency Bill
American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ind Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)	Aviation Unmanned Aircraft Systems	100% of the Annual Premium Due on Inception	Direct Bill
Houston Casualty Company (Tokio Marine Holdings, Inc.)	Cyber Liability	Payment of premium is due 30 days from the effective date of coverage.	Agency Bill
Ascot Insurance Company (Ascot Insurance Company)	Environmental Liability	Premium is due 25 days from inception to One80.	Agency Bill
Arch Specialty Insurance Company (Arch Insurance Group)	Difference in Conditions		Agency Bill
Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	Crime		Agency Bill
Zurich Insurance Group	Business Travel Accident		Agency Bill



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Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.



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Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration



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proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



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NOTICE OF EXCESS LINE PLACEMENT

Date:

Consistent with the requirements of the New York Insurance Law and Regulation 41 _____ is hereby advised that all or a portion of the required coverages have been placed by _____ with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.

Insurer

Policy Premium	\$
<u>Insurer Imposed Charges:</u>	
Policy Fees ⁽¹⁾	\$
Inspection Fees ⁽¹⁾	\$ _____
Total Taxable Charges	\$
Service Fee Charges:	
Excess Line Tax (3.60%)	\$
Stamping Fee	\$
Broker Fee ⁽¹⁾	\$
Inspection Fee ⁽¹⁾	\$
Other Expenses (specify) ⁽¹⁾ _____	\$ _____
Total Policy Cost	\$ _____

(Signature of Insured)

⁽¹⁾ = Fully earned

Monroe County Water Authority

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/12/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package Munich Re Specialty Group Insurance Services, Inc, American Alternative Insurance Corp	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	\$10M/\$20M Umbrella Munich Re Specialty Group Insurance Services, Inc	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Owners & Contractors Protective American Alternative Insurance Corp	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Aviation Unmanned Aircraft Systems American Alternative Insurance Corp, American Commerce Insurance Company, Central States Ind Co of Omaha, Tokio Marine America Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability Houston Casualty Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Environmental Liability Ascot Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Difference in Conditions Arch Specialty Insurance Company	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime Allmerica Financial Benefit Insurance Co	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Business Travel Accident	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Employment Practices Liability Munich Re Specialty Group Insurance Services, Inc	<input type="checkbox"/> Accept

Monroe County Water Authority

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aiq.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or



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provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:



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Bindable Quotations & Compensation Disclosure Schedule

Client Name: Monroe County Water Authority

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Package			--		
Property	Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	N/A	\$369,586.00	0%	
Inland Marine	American Alternative Insurance Corp (Munich Re America Corporation Group)	N/A	\$1,424.00		
General Liability			\$52,632.00		
Automobile			\$100,200.00		
Lead Umbrella	Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	N/A	\$30,725.00	0%	
Owners & Contractors Protective	American Alternative Insurance Corp (Munich Re America Corporation Group)	N/A	\$250.00	0 %	
Aviation Unmanned Aircraft Systems	American Alternative Insurance Corp (Munich Re America Corporation Group) American Commerce Insurance Company (MAPFRE S.A) Central States Ins Co of Omaha (Berkshire Hathaway Insurance Group) Tokio Marine America Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$2,838.00	15 %	



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Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Cyber Liability	Houston Casualty Company (Tokio Marine Holdings, Inc.)	Risk Placement Services	\$41,215.00	15 %	5 % + \$200.00
Environmental Liability	Ascot Insurance Company (Ascot Insurance Company)	One80 Intermediaries, Inc.	\$18,952.00	0%	
Difference in Conditions	Arch Specialty Insurance Company (Arch Insurance Group)	N/A	\$47,932.50	0%	
Crime	Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	N/A	\$6,267.00	15%	
Business Travel Accident	N/A	N/A	\$1,000	0 %	
Public Officials Liability	Munich Re Specialty Group Insurance Services, Inc (Munich Re America Corporation Group)	N/A	\$19,632.00	0 %	
	Service Fee Agreement			\$60,000	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



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Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
<p style="text-align: center;">Package Munich Re Specialty Group Insurance Services, Inc American Alternative Insurance Corp</p> <p style="text-align: center;">Lead Umbrella Munich Re Specialty Group Insurance Services, Inc</p>	<p>Property - N/A</p> <p>Inland Marine - N/A</p> <p>General Liability - Subject to:</p> <p>General Liability - Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included</p> <p>General Liability - Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided.</p> <p>Automobile - Subject to :</p> <p>Automobile - Signed and Dated Insured FEIN # (required to bind auto)/ NOTES: The insured's FEIN number is required in order to bind coverage.</p> <p>Automobile - Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included</p> <p>Automobile - Signed and Dated Uninsured/Underinsured Motorist Selection/Rejection Form.</p> <p>Automobile - Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided.</p> <p>Automobile - Signed Statement of Values (Auto, as applicable).</p> <p>Automobile - Provide a complete driver schedule including name, date of birth, and license number.</p> <p>Automobile - NY Only: Optional Supplemental Spousal Liability Premium is available. Please refer to the Supplemental Spousal Liability Coverage Selection/Rejection form for the annual premium. If desired, remit the signed and dated Supplemental Spousal Liability Coverage Selection/Rejection Form at the time of binding</p> <p>Subject To :</p> <ul style="list-style-type: none"> - Employers' Liability subject to MRSI security requirements - Please provide a copy of the current W/C declarations for review and affirmation of coverage - Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included - Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided
<p>Owners & Contractors Protective American Alternative Insurance Corp</p>	<p>N/A</p>



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<p>Aviation Unmanned Aircraft Systems American Alternative Insurance Corp American Commerce Insurance Company Central States Ind Co of Omaha Tokio Marine America Insurance Company</p>	<p>N/A</p>
<p>Cyber Liability Houston Casualty Company</p>	<p>Subject To:-</p> <ul style="list-style-type: none"> - Part C – Affidavit by Producing Broker - Notice of Excess Line Placement - A signed version of the TMHCC Renewal application, dated within 90 days of the effective date. Signature must be wet or electronically signed with a copy of the audit trail. (Terms are subject to changes in the application.) - Prior to - Our non-intrusive scan detected the applicant could be using a cisco ASA WebVPN. multiple Ransomware Groups Have Successfully Targeted Cisco ASA VPNs by brute-forcing users credentials, resulting in compromise and extortion.
<p>Environmental Liability Ascot Insurance Company</p>	<p>Subject to:</p> <ul style="list-style-type: none"> - Producer surplus lines license number prior to binding. We cannot issue a binder (or provide a policy number) without this information. - Written request to accept or reject Terrorism Risk Insurance Act Coverage prior to the effective date.
<p>Difference in Conditions Arch Specialty Insurance Company</p>	<p>Signed Total Cost Form</p>
<p>Crime Allmerica Financial Benefit Insurance Co</p>	<p>Subject to:</p> <ol style="list-style-type: none"> 1. Required Prior to Bind: Review and acceptance of most recent year end financial statements, CPA audit if available 2. Required Prior to Bind: The individual reconciling is also handling deposits and has access to check signingmachines/signature plates. How is this person overseen to prevent fraud from occurring?
<p>Business Travel Accident</p>	<p>N/A</p>
<p>Employment Practices Liability Munich Re Specialty Group Insurance Services, Inc</p>	<p>Subject to:</p> <ul style="list-style-type: none"> - Signed and Dated Public Entity Application - The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured.



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Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Aviation Unmanned Aircraft Systems	Report To:
Insurer: American Alternative Insurance Corporation, American Commerce Insurance Company, Central States Indemnity Company of Omaha, Tokio Marine America Insurance Company	Insurer/TPA Name: American Alternative Insurance Corporation, American Commerce Insurance Company, Central States Indemnity Company of Omaha, Tokio Marine America Insurance Company
Policy Term: July 01, 2024 To July 01, 2025	Phone: 913-451-9660
	Email: uasclaims@global-aero.com
Coverage(s): Crime	Report To:
Insurer: Allmerica Financial Benefit Insurance Company	Insurer/ TPA Name: Allmerica Financial Benefit Insurance Company
Policy Term: 07/01/2024 to 07/01/2025	Phone: 800-628-0250; Platinum Holders: 800-799-6977
	Fax: 800-399-4734
	Email: firstreport@hanover.com
	Web: https://www.hanover.com/claims.html
	Other: https://www.hanover.com/about-our-companies.html
Coverage(s): Cyber Liability	Report To:
Insurer: Houston Casualty Company	Insurer/TPA Name: Houston Casualty Company
Policy Term: July 01, 2024 To July 01, 2025	Phone: 1-800-742-2210
	Email: submitclaims@tmhcc.com
	Web: https://www.tmhcc.com/en-us/groups/cyber-and-professional-lines-group/cyber-and-professional-lines-claims



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Coverage(s): Environmental Liability	Report To:
<p>Insurer: Ascot Specialty Insurance Company</p> <p>Policy Term: July 01, 2024 To July 01, 2025</p>	<p>Insurer/TPA Name: Ascot Specialty Insurance Company</p> <p>Phone: 24 Hour Claims Reporting: 1-833-454-3023, 24 Hour Emergency Response: 1-833-ER-ASCOT</p> <p>Email: Environmentalclaims@ascotgroup.com</p>

Coverage(s): Package - Automobile	Report To:
<p>Insurer: American Alternative Insurance Corporation</p> <p>Policy Term: 07/01/2024 to 07/01/2025</p>	<p>Insurer/ TPA Name: American Alternative Insurance Corporation</p> <p>Phone: 877-533-1211 Option 3</p> <p>Email: networknewloss@networkadjusters.com</p>

Coverage(s): Package - General Liability, Package - Automobile, \$10M Umbrella, Employment Practices Liability	Report To:
<p>Insurer: Munich Re Specialty Insurance affiliate company</p> <p>Policy Term: 07/01/2024 to 07/01/2025</p>	<p>Insurer/ TPA Name: Munich Re Specialty Insurance affiliate company</p> <p>Phone: 877-533-1211 Option 3</p> <p>Email: networknewloss@networkadjusters.com</p>

Coverage(s): Owners & Contractors Protective	Report To:
<p>Insurer: American Alternative Insurance Corporation</p> <p>Policy Term: 07/01/2024 to 07/01/2025</p>	<p>Insurer/ TPA Name: American Alternative Insurance Corporation</p> <p>Phone: 888-729-2242</p> <p>Email: Clmsins@munichreamerica.com</p> <p>Web: http://www.americanalternativeinsurancecorporation.com/en.html</p> <p>Other Comments: Wayne Falsetto Follow up Email: clmssf@munichre.com</p>



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Reporting to Gallagher or Assistance in Reporting

<i>Coverage(s):</i>	<i>Report To:</i>
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@aig.com



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Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization’s cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees
- **Strategic Third-Party Relationships and Partner Resources** - Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools

Gallagher’s Cyber Capabilities

Gallagher’s Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us



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The Gallagher Way. Since 1927

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3: Qualifications of Insurance Companies:

Each quotation must indicate the financial rating for each insurance carrier proposed. Insurance carriers with rating in Best's Insurance Guide of "A" or "A+" will be given preferred consideration. All insurance companies submitting proposals must be licensed to transact business in New York State.

No insurance company with an AM Best Rating below "A-" will be accepted.

Gallagher's Solvency Policy

Gallagher has very strict solvency standards for the carriers we present to our clients. Our corporate solvency committee is constantly monitoring the financial status and ratings outlook for all carriers that we work with. The procedures and guidelines they develop go on to become part of Gallagher's Solvency Policy. Our policy is to only place risks with carrier's whose A.M. Best rating is A-VI or higher. A.M. Best Company, Inc. is the oldest independent rating agency in the world to report on the financial strength of insurance companies. Should one of your carriers drop below A-VI, we will immediately notify you of the carrier's change in status and discuss all options and/or necessities relative to that carrier's change in financial status. The following are the Market Categories:

Gallagher recommends a minimum category of VI (Group 1) when marketing coverage for our Gallagher clients, which is \$25M to \$50M adjusted policyholder's surplus.

Compliance with the Gallagher Solvency Policy is mandatory. Any unauthorized exceptions to our Solvency Policy and related guidelines will result in penalties which may include forfeiture by the producer/account manager, branch office, and region, of the related account revenues (fees/commissions); possible employment termination of the responsible individuals; or other measures recommended by the Solvency Committee.

MARKET CATEGORIES

GROUP 1
A-VI FSR to A++ XV FSC

GROUP 2
B+ to B++ XV FSC

GROUP 3
B or less FSR and/or less than VI FSC (includes NR for Not Rated or NA for Not Assigned)



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4: Fee Structure

Please provide a fee structure (including any broker, claims, administrative fees as well as any other relevant fees) for the current renewal term and for the next renewal term of 7/1/24-7/1/25.

The issuance of this request for quotations and responses to it convey no rights or obligations on the part of Monroe County Water Authority. MCWA may (1) amend, modify, or withdraw this solicitation; (2) revise its requirements; (3) require supplemental statements or information; (4) accept or reject any or all submissions; (5) extend submission deadlines; (6) negotiate or entertain discussions with candidate firms and waive defects and allow corrections of deficient request for quotations responses, and/or (6) cancel this solicitation, in whole or in part. MCWA may exercise any of the foregoing measures at any time without prior notice and without liability to any respondent for expenses incurred.

Transparency

Gallagher is fully transparent and will disclose to MCWA the costs of all bindable quotations, including any fees or commissions as well as any ownership interest by Gallagher in the carrier or intermediary used.

We will include a Compensation Disclosure Schedule with each proposal, including a breakdown of premium, taxes, and compensation for each line of coverage.

Compensation Philosophy

Gallagher is 100% transparent when it comes to compensation arrangements. All revenue earned by Gallagher and its affiliates is disclosed to you. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission if any.

Our philosophy of 100% transparency holds true whether we are working on a fee in lieu of commission basis, pure commission, or combination of both compensation methods. Our goal is to work with you to develop a compensation plan that is readily understood by both parties, captures the service standards you expect and is reflective of the experience of the service team assigned to your account.

Since 2009, Gallagher and its subsidiaries have been participating in contingent and supplemental compensation arrangements. Clients are given the opportunity to opt out of participation in any of these arrangements.



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5: Conditional Bids:

By submitting this quotation, the individual signing must indicate that the insurance companies quoting, have indicated their willingness to write the coverage according to the specifications. No quotation will be considered if it bears a qualification such as "Subject to Underwriting Approval".

Submission will also be evidenced by the licensed broker and/or agent that all requirements of the specifications are understood, have been understood, have been submitted to and accepted by the insurance company and the premium quoted includes all coverages requested.



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6: Insurance Related Services:

The agent or broker must maintain an office with staff adequate to service the insurance program. A staff member must be available in such office, during business hours, who is familiar with the coverage, claims, invoices, endorsements and similar matters.

Anthony Lutrario will continue to be MCWA's direct contact regarding questions for coverage, claims, invoices, endorsements and similar matters. Margaret Maloney works alongside Anthony as the client administrator.

Our Service Philosophy

Our commitment to the highest quality standards and your satisfaction is our top priority; this is fundamental in how we do business. We accept nothing less from ourselves than the delivery of exceptional value to our clients by:

- Investing in knowledge of our clients' businesses and industries
- Listening closely to our clients about their expressed and unexpressed needs
- Providing a dedicated client service team
- Offering proactive ideas that advance and protect our clients' businesses
- Being flexible to respond to changes in our clients' business needs
- Communicating candidly, directly, and often with our clients
- Leveraging the best tools to realize efficiency and cost savings for our clients
- Paying attention to logistics: when we deliver is as important as what we deliver
- Doing what we promise
- Being accountable for our performance

Ongoing Service

Gallagher's ongoing support throughout the year will start by developing an annual service plan which will be primarily composed of day-to-day program administration and renewal preparations and marketing. The pandemic crisis presented the need to move quickly to a fully remote workforce, requiring work-at-home protocols and system capabilities which had been in place for several years before this event. The timing of the check-in calls varies depending on the time of year (e.g. weekly to bi-weekly calls during renewals or monthly calls during non-renewal times). As a true extension of MCWA's risk management resources, we believe the regular check-in calls are a critical element of our relationship building and success in communicating the MCWA message into the marketplace.

To ensure consistency in client service, Gallagher's comprehensive professional standards serve as the basis for our clients' service expectations. The following standards include policies and procedures related to risk analysis, marketing, policy review and delivery, policy servicing and claims advocacy.

Technical Service Standards	Within:
Return phone calls	Same day or within 24 hours
Issue invoices and related documents	8 work days of binding coverage or final terms are confirmed
Incorporate policy changes	Date of receipt or date coverage needed
Issue certificates	24 hours of receipt or as needed
Process endorsements	10 work days of receipt from carrier
Process agency bill audits	7 work days of receipt from carrier
Issue auto ID cards	24 hours or as needed
Check policies	Check 90 work days of effective date; deliver them within 10 work days of checking

7: Accuracy of Information Furnished:

To the best knowledge of MCWA, the information contained in this quotation specifications is accurate. If any variance is noted, however, the data supplied in this specification shall be used for the quotation. Details on variances, together with premium adjustments proposed, should be shown separately.

Gallagher confirms the information contained in this quotation specifications is accurate.



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8: Deviations and Changes from the Formal 2024 Bid Specifications:

If the quotation differs in coverage, limits, terms, conditions or any other aspect from the form 2024 specifications, please outline in detail the differences in your proposal from the requested bid specifications.

Property loss limits decreased from \$400,000,000 to \$300,000,000. Currently, the highest limit at a single location is \$250,000,000

As we received the quotes the day before the bid spec was due, we will need to continue conversation with consultant to confirm any deviations and changes from the formal 2024 Bid Specifications.



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Appendix



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THE

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Shared Values at Gallagher are the rock foundation of the Company and our Culture. **What is a Shared Value?** These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. **What are some of Gallagher's Shared Values?**

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

ROBERT E. GALLAGHER
MAY 1984



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Gallagher at a Glance

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As one of the largest insurance brokers in the world, Gallagher has over 860 offices globally and provides client-service capabilities in more than 150 countries around the world through our network of partners.

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Monroe County Water Authority

Memorandum

To: Scott Nasca, Chairman, & MCWA Board Members

Date: April 29, 2024

From: Amy A. Molinari, Director of Finance and Business Services

A handwritten signature in blue ink, appearing to read 'AM'.

Subject: 1st Quarter Investment Report

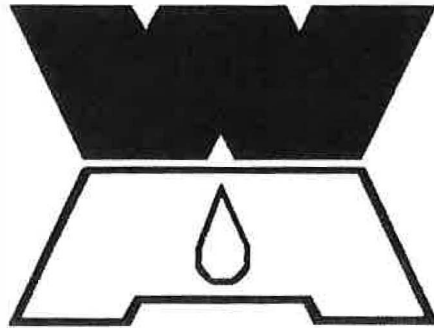
Copies: N. Noce
L. Magguilli
L. Rawlins
A. Mammino

In accordance with the Authority's Annual Statement of Investment Policy, readopted April 2024, I respectfully submit the 1st Quarter Investment Report for your review. Additionally, under Article XIV of the MCWA Annual statement of Investment Policy, the Authority has sufficient funds to meet the next six months of obligations, which include any debt service payments and operating expenses.

We are in compliance with the attached report.

Should you have any questions or comments, feel free to contact me.

Attachment



Monroe County Water Authority

Investment Report

**For the Period Ending
March 31, 2024**

DRAFT

MONROE COUNTY WATER AUTHORITY
March 31, 2024 INVESTMENT REPORT

MONROE COUNTY WATER AUTHORITY HELD FUNDS

	<u>Cash on Hand</u>		<u>Money Market/CDs/ US T-Bills</u>
Beginning Balance: As of 1/1/24			
Water Revenue*	\$ 381,608	\$	7,295,559
Operations & Maintenance*	3,107,831		6,534,085
General Fund	-		12,864,548
Renewal & Replacement	-		32,717,146
Debt Service	-		4,670,130
OPEB Fund	-		35,957,581
Rate Stabilization Fund	-		11,500,000
Total	\$ 3,489,439	\$	111,539,049

Ending Balance: As of 3/31/24			
Water Revenue*	\$ 250,253	\$	6,127,353
Operations & Maintenance*	3,792,621		664,119
General Fund			14,020,864
Renewal & Replacement			38,153,604
Debt Service			3,896,739
OPEB Fund			37,485,581
Retirement			746,631
Rate Stabilization Fund			11,750,000
Total	\$ 4,042,874	\$	112,844,891

Interest Received:	MARCH 2024		MARCH 2023
Money Market/Cd's/US T-Bills	\$ 1,092,170	\$	333,542
Interest Accrued -	1,720,521		996,405
* Earnings Credit			

TRUSTEE HELD FUNDS

Beginning Balance: As of 1/1/24		
Debt Service	\$ 7,228	
Debt Service Reserve*	1,579,540	
Capital Improvement Fund*	11,792,390	
New Construction Fund*	5,261,917	
2020 Genesee Cnty Constnution Fund*	1,437,318	

Ending Balance: As of 03/31/24		
Debt Service	\$ 214,271	
Debt Service Reserve*	1,522,307	
Capital Improvement Fund*	13,898,400	
New Construction Fund*	5,346,355	
2020 Genesee Cnty Constnution Fund*	578,744	
Accrued interest	\$ 243,203	

**Monroc County Water Authority
Trustee Investments
As of March 31, 2024**

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE* 3/31/2024</u>	<u>YIELD</u>	<u>(PREMIUM) DISCOUNT AMORT</u>	<u>ACCRUED INTEREST</u>	
2012 DSR	T-BILLS	07/13/23	08/01/24	123	\$ 442,000.00	\$ 431,118.95	\$ 434,256.16	5.13%		\$ 3,320.00	
			average days to maturity	123	\$ 442,000.00	\$ 431,118.95	\$ 434,256.16	weighted average yield	5.16%		
2013 DSR	T-BOND SLUG	12/05/23	10/01/42	6758	\$ 1,088,369.00	\$ 1,088,369.00	\$ 1,088,369.00	2.70%			
			average days to maturity	6758	\$ 1,088,369.00	\$ 1,088,369.00	\$ 1,088,369.00	weighted average yield	2.70%		
2012 PRIN	T-BILLS	2/6/2024	07/25/24	116	\$ 72,000.00	\$ 70,298.30	\$ 70,815.60	5.13%		541.00	
			average days to maturity	116	\$ 72,000.00	\$ 70,298.30	\$ 70,815.60	weighted average yield	5.13%		
CAP IMPROVE	T-BILLS	05/19/23	04/18/24	18	\$ 607,000.00	\$ 579,833.67	\$ 605,488.57	5.03%		25,711.00	
			08/21/23	05/16/24	46	1,312,000.00	1,262,447.93	1,303,419.52	5.25%		41,078.00
			09/21/23	06/13/24	74	814,000.00	782,934.82	805,387.88	5.37%		22,423.00
			10/17/23	07/11/24	102	1,245,000.00	1,197,685.16	1,227,034.65	5.31%		29,307.00
			11/18/23	08/08/24	130	531,000.00	511,381.72	521,250.84	5.19%		6,066.00
			12/22/24	08/08/24	130	1,130,000.00	1,103,182.46	1,109,253.20	5.21%		10,030.00
			12/14/23	09/05/24	158	1,260,000.00	1,215,945.08	1,231,876.80	4.90%		17,887.00
			01/25/24	10/03/24	186	3,736,000.00	3,614,380.12	3,639,461.76	4.81%		31,853.00
			03/21/24	11/29/24	243	1,653,000.00	1,596,663.76	1,598,748.54	5.02%		2,227.00
			02/05/24	01/23/25	298	1,079,000.00	1,030,992.37	1,036,401.08	4.75%		7,480.00
			03/06/24	02/20/25	326	1,050,000.00	1,002,221.59	1,004,461.50	4.89%		3,403.00
			average days to maturity	156	\$ 14,417,000.00	\$ 13,897,668.68	\$ 14,082,784.34	weighted average yield	5.01%		
			NEW CONST	T-BILLS	12/13/23	07/11/24	102	\$ 2,169,000.00	\$ 2,106,745.66	\$ 2,137,701.33	5.04%
03/14/24	02/20/25	326				3,393,000.00	3,238,731.98	3,245,845.59	5.00%		7,646.00
average days to maturity	214	\$ 5,562,000.00				\$ 5,345,477.64	\$ 5,383,546.92	weighted average yield	5.02%		
GENESEE CNTY PROJECTS	T-BILLS	03/06/24	08/29/24	151	\$ 590,000.00	\$ 575,423.46	\$ 577,438.90	5.18%		2,071.00	
			average days to maturity	151	\$ 590,000.00	\$ 575,423.46	\$ 577,438.90	weighted average yield	5.18%		
TOTAL			TOTALS		\$ 22,171,369.00	\$ 21,408,356.03	\$ 21,637,210.92		\$	\$ 243,203.00	
% In T-Bills	95.09%										
% in T-Bonds	4.91%										
	<u>100.00%</u>										
			Portfolio average days	1253			Portfolio weighted average yield	4.89%			

*market value source trustee monthly statements

BANK OF NEW YORK
STATEMENT OF CHANGES IN TRUSTEE FUNDS
FOR PERIOD ENDING MARCH 31, 2024

	Debt Service Reserve Funds	Debt Service Funds	Capital Improvement Fund	New Construction Fund	2020 Gen Cnty Const Fund
CASH RECEIPTS					
Cash Balance Jan 1	\$ 938	\$ -	\$ -	\$ -	\$ -
Investment Liquidations	490,233	2,474,301	7,276,005	3,156,059	3,570,013
Interest Received	13,767	88	267,919	84,438	14,722
Transfer from Other Funds	-	3,936,460	2,030,000	-	-
Total	\$ 504,938	\$ 6,410,849	\$ 9,573,924	\$ 3,240,497	\$ 3,584,735
CASH DISBURSEMENTS					
Property Additions	\$ -	\$ -	\$ 191,912	\$ -	\$ 737,294
Interest to Bondholders	-	3,314,460	-	-	-
Bond Maturities & Purchases	-	415,000	-	-	-
Investment Purchases	431,119	2,544,688	9,382,012	3,240,497	2,711,441
Transfers to Other Funds	71,000	-	-	-	136,000
Cash Balance March 31, 2024	2,819	136,701	-	-	-
Total	\$ 504,938	\$ 6,410,849	\$ 9,573,924	\$ 3,240,497	\$ 3,584,735
Investments at March 31					
Investments (at cost)	\$ 1,519,488	\$ 77,570	\$ 13,898,400	\$ 5,346,355	\$ 578,744
Accrued Interest	3,320	541	197,465	39,806	2,071
Total	\$ 1,522,808	\$ 78,111	\$ 14,095,865	\$ 5,386,161	\$ 580,815
Cash & Investment Balance at 1/1/24	\$ 1,579,540	\$ 7,228	\$ 11,792,390	\$ 5,261,917	\$ 1,437,318
Cash & Investment Balance at 03/31/24	\$ 1,522,307	\$ 214,271	\$ 13,898,400	\$ 5,346,355	\$ 578,744

Monroe County Water Authority
Local Investments
As of March 31, 2024

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE*</u>	<u>YIELD</u>	<u>ACCRUED INTEREST</u>
OPEB	T-BILL	11/13/23	04/04/24	4	\$ 1,100,000.00	\$ 1,077,200.24	\$ 1,099,521.68	5.41%	\$ 22,162.16
	T-BILL	06/06/23	04/18/24	18	3,000,000.00	2,871,060.25	2,993,085.25	5.13%	121,616.79
	T-BILL	10/25/23	04/25/24	25	1,600,000.00	1,557,128.89	1,594,400.00	5.53%	37,014.66
	T-NOTE	06/07/23	04/30/24	30	3,000,000.00	2,929,687.50	2,993,070.00	5.21%	59,021.88
	T-NOTE	06/22/23	04/30/24	30	3,000,000.00	2,924,765.63	2,992,500.00	5.28%	68,024.71
	T-BILL	11/07/23	05/02/24	32	2,000,000.00	1,948,571.67	1,990,900.00	5.45%	42,131.20
	T-BILL	12/18/23	05/09/24	39	2,563,000.00	2,511,006.63	2,549,106.50	5.30%	37,813.36
	T-BILL	09/20/23	05/16/24	46	1,800,000.00	1,738,338.00	1,788,228.00	5.41%	49,794.00
	T-BILL	03/27/24	05/16/24	46	169,000.00	167,776.16	167,898.54	5.34%	97.92
	T-BILL	12/12/23	05/23/24	53	2,000,000.00	1,953,545.00	1,984,840.00	5.33%	31,350.00
	T-BILL	09/21/23	06/13/24	74	2,400,000.00	2,308,318.67	2,374,608.00	5.43%	66,176.64
	T-BILL	10/06/23	07/11/24	102	2,500,000.00	2,399,928.13	2,464,636.53	5.42%	63,486.36
	T-BILL	03/14/24	08/01/24	123	3,028,000.00	2,967,826.91	2,975,563.45	5.30%	7,306.77
	T-BILL	01/09/24	08/08/24	130	1,550,000.00	1,506,487.88	1,523,500.69	4.97%	16,830.50
	T-BILL	01/08/24	11/29/24	243	3,000,000.00	2,875,766.83	2,909,250.00	4.80%	31,629.64
	T-BILL	03/12/24	02/20/25	326	3,000,000.00	2,865,018.75	2,869,890.00	4.94%	7,433.75
	T-BILL	03/21/24	03/20/25	354	3,025,000.00	2,881,031.18	2,885,381.89	4.95%	3,955.20
						\$ 38,735,000.00	\$ 37,483,458.32	\$ 38,156,380.53	
			average days to maturity	104		weighted average yield		5.21%	
R & R	T-BILL	10/05/23	04/04/24	4	\$ 2,100,000.00	\$ 2,043,625.50	\$ 2,099,097.00	5.54%	55,135.50
	T-BILL	06/26/23	04/18/24	18	1,500,000.00	1,438,743.75	1,496,265.00	5.20%	57,543.75
	T-BILL	08/29/23	04/18/24	18	500,000.00	483,334.03	498,755.00	5.38%	15,378.95
	T-BILL	11/16/23	05/02/24	32	1,800,000.00	1,756,740.00	1,791,810.00	5.36%	35,020.00
	T-BILL	11/15/23	05/09/24	39	2,000,000.00	1,949,429.33	1,989,158.41	5.39%	39,364.21
	T-BILL	01/16/24	05/09/24	39	3,000,000.00	2,951,455.00	2,983,320.00	5.28%	31,937.25
	T-BILL	08/30/23	05/16/24	46	500,000.00	481,619.44	496,730.00	5.33%	15,127.66
	T-BILL	09/05/23	06/13/24	74	1,500,000.00	1,439,840.00	1,484,130.00	5.37%	44,372.64
	T-BILL	10/26/23	06/13/24	74	2,000,000.00	1,934,152.17	1,979,190.95	5.36%	44,754.42
	T-BILL	02/16/24	07/05/24	96	2,300,000.00	2,254,463.83	2,269,100.46	5.28%	14,311.44
	T-BILL	09/08/23	07/11/24	102	500,000.00	478,254.17	492,785.00	5.37%	14,520.15
	T-BILL	12/13/23	07/11/24	102	2,150,000.00	2,088,127.18	2,118,975.50	5.13%	31,963.16

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE*</u>	<u>YIELD</u>	<u>ACCRUED INTEREST</u>
R&R CONTD	T-BILL	10/27/23	08/08/24	130	2,000,000.00	1,919,125.56	1,963,280.00	5.34%	44,113.68
	T-BILL	03/22/24	08/22/24	144	3,025,000.00	2,959,690.25	2,963,350.50	5.27%	3,841.74
	T-BILL	10/31/23	09/05/24	158	1,100,000.00	1,051,426.44	1,075,399.84	5.39%	23,816.88
	T-BILL	11/14/23	10/03/24	186	2,000,000.00	1,910,180.00	1,948,320.00	5.25%	38,256.36
	T-BILL	01/12/24	11/29/24	243	3,000,000.00	2,881,208.83	2,909,250.00	4.64%	29,144.68
	T-BILL	02/13/24	12/26/24	270	3,000,000.00	2,875,683.17	2,894,507.17	4.94%	18,431.99
	T-BILL	01/10/24	12/26/24	270	3,000,000.00	2,866,912.50	2,891,430.00	4.78%	30,712.77
	T-BILL	02/07/24	01/23/25	298	2,500,000.00	2,388,850.00	2,401,300.00	4.79%	19,327.51
			average days to maturity	108	\$ 39,475,000.00	\$ 38,152,861.15	\$ 38,746,154.82	5.16%	
						weighted average yield			
DEBT SERV	T-BILL	03/13/24	07/09/24	100	\$ 956,000.00	\$ 939,736.85	\$ 942,357.88	5.35%	2,480.76
	T-BILL	09/01/23	07/11/24	102	725,000.00	693,135.32	714,744.59	5.30%	21,209.32
	T-BILL	12/01/23	07/11/24	102	1,150,000.00	1,115,521.72	1,133,405.50	5.05%	18,707.81
	T-BILL	12/14/23	07/11/24	102	1,020,000.00	991,410.25	1,005,571.70	5.01%	14,703.12
	T-BILL	12/18/23	08/08/24	130	162,000.00	156,935.07	159,230.40	5.02%	2,251.60
				average days to maturity	116	\$ 4,013,000.00	\$ 3,896,739.21	\$ 3,955,310.07	5.16%
						weighted average yield			
RATE STAB FUND	T-BILL	10/12/23	04/11/24	11	\$ 3,000,000.00	\$ 2,919,434.67	\$ 2,995,584.10	5.55%	75,696.57
	T-BILL	10/13/23	04/11/24	11	3,000,000.00	2,919,907.50	2,995,650.00	5.54%	75,225.00
	T-BILL	01/29/24	04/11/24	11	277,000.00	274,102.22	276,592.27	5.30%	2,466.36
	T-BILL	10/24/23	04/18/24	18	2,800,000.00	2,727,312.00	2,793,028.00	5.51%	65,296.53
	T-BILL	10/10/23	05/16/24	46	3,000,000.00	2,906,560.00	2,980,380.00	5.36%	74,151.26
				average days to maturity	19	\$ 12,077,000.00	\$ 11,747,316.39	\$ 12,041,234.37	5.49%
						weighted average yield			
RETIREMENT	T-NOTE	03/11/24	11/30/24	244	\$ 750,000.00	\$ 746,630.86	\$ 746,400.00	5.13%	215.20
				average days to maturity	244	\$ 750,000.00	\$ 746,630.86	\$ 746,400.00	5.13%
						weighted average yield			
GENERAL FUND	T-BILL	11/17/23	07/11/24	102	\$ 1,000,000.00	\$ 967,228.17	\$ 985,854.61	5.20%	18,667.80
	T-BILL	01/22/24	07/18/24	109	2,500,000.00	2,438,318.06	2,462,575.00	5.20%	23,910.57

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE*</u>	<u>YIELD</u>	<u>ACCRUED INTEREST</u>
GENERAL FUND	T-BILL	02/15/24	09/05/24	158	3,000,000.00	2,918,123.33	2,933,040.00	5.04%	18,149.85
CONTD	T-BILL	03/27/24	09/05/24	158	814,000.00	795,355.33	795,831.52	5.29%	460.36
	T-BILL	01/26/24	01/23/25	298	2,000,000.00	1,909,250.00	1,921,040.00	4.73%	16,250.00
	T-BILL	01/30/24	01/23/25	298	2,000,000.00	1,910,210.11	1,921,040.00	4.73%	15,256.71
	T-BILL	03/26/24	02/20/25	326	3,100,000.00	2,964,184.26	2,966,646.18	5.01%	2,501.60
					\$ 14,414,000.00	\$ 13,902,669.26	\$ 13,986,027.31		
			average days to maturity	207		weighted average yield		5.00%	
			TOTALS		\$ 109,464,000.00	\$ 105,929,675.19	\$ 107,631,507.11		\$ 1,720,520.70
% in T-Bills									
		93.83%							
% in T-Note		6.17%							
		<u>100.00%</u>							
			Portfolio average days	133		weighted average yield		5.15%	

* value used on the monthly statements

**MONROE COUNTY WATER AUTHORITY
LOCAL INVESTMENT MATURED HISTORY
JANUARY 1, 2024 THRU MARCH 31, 2024**

BANK	FUND	SETTLEMENT DATE	MATURITY DATE	INTEREST YIELD	PURCHASE AMOUNT	MATURITY AMOUNT	INTEREST RECEIVED
Key Bank	R & R	09/06/23	01/02/24	5.47%	\$ 2,947,981.67	\$ 3,000,000.00	\$ 52,018.33
Key Bank	R & R	07/28/23	01/04/24	5.43%	1,465,200.00	1,500,000.00	34,800.00
M&T/Wilma	Debt Service	11/01/23	01/04/24	5.39%	916,363.38	925,000.00	8,636.62
Key Bank	General Fund	09/08/23	01/09/24	5.46%	2,456,366.67	2,500,000.00	43,633.33
Key Bank	Debt Service	12/14/23	01/11/24	5.30%	796,764.44	800,000.00	3,235.56
M&T/Wilma	General Fund	08/24/23	01/11/24	5.42%	2,449,162.50	2,500,000.00	50,837.50
M&T/Wilma	OPEB	07/14/23	01/11/24	5.43%	2,921,463.08	3,000,000.00	78,536.92
Key Bank	OPEB	07/26/23	01/18/24	5.44%	1,461,720.00	1,500,000.00	38,280.00
Wilma	General Fund	11/16/23	01/18/24	5.32%	990,917.50	1,000,000.00	9,082.50
M&T/Wilma	R & R	12/19/23	01/25/24	5.28%	143,233.36	144,000.00	766.64
M&T/Wilma	R & R	01/30/23	01/25/24	4.65%	1,433,505.00	1,500,000.00	66,495.00
M&T/Wilma	General Fund	08/30/24	02/15/24	5.48%	2,194,472.94	2,250,000.00	55,527.06
Key Bank	R & R	08/29/23	02/15/24	5.51%	2,437,548.61	2,500,000.00	62,451.39
M&T/Wilma	R & R	08/23/24	02/22/24	5.46%	2,433,319.38	2,500,000.00	66,680.62
Key Bank	OPEB	09/19/23	03/07/24	5.49%	2,925,341.67	3,000,000.00	74,658.33
M&T/Wilma	R & R	06/02/23	03/21/24	5.11%	2,881,017.58	3,000,000.00	118,982.42
Key Bank	General Fund	12/19/23	03/21/24	5.34%	623,526.46	632,000.00	8,473.54
Key Bank	General Fund	03/23/23	03/21/24	4.41%	3,058,361.47	3,194,000.00	135,638.53
Key Bank	OPEB	10/03/23	03/21/24	5.53%	2,924,775.00	3,000,000.00	75,225.00
Key Bank	OPEB	10/04/23	03/28/24	5.54%	1,461,060.00	1,500,000.00	38,940.00
TOTALS					\$ 38,922,100.71	\$ 39,945,000.00	\$ 1,022,899.29

**MONROE COUNTY WATER AUTHORITY
MONEY MARKET
AS OF MARCH 31, 2024**

BANK	FUND	ENDING BALANCE 3/31/24
M & T Bank	OPEB	\$ 2,122.68
	Rate Stabilization	2,683.61
	General Fund	<u>46,125.31</u>
		\$ <u>50,931.60</u>
	Interest Earned as of March 31, 2024	\$ 743.77
	Weighted Average Yield	3.00%
Key Bank	R & R	\$ 742.90
	General Fund	<u>79,299.80</u>
		\$ <u>80,042.70</u>
		Interest Earned as of March 31, 2024
	Weighted Average Yield	0.85%
	Total Interest on Money Markets	\$ 913.21

**MONROE COUNTY WATER AUTHORITY
INVESTMENT HISTORY**

<u>2024</u>	<u>AVERAGE INVESTMENT BALANCE</u>	<u>INTEREST RATE</u>	<u>INTEREST EARNED</u>
<u>OPERATIONS & MAINTENANCE - MONEY MARKET/ M & T</u>			
JANUARY	\$ 6,839,233.55	3.00 % - 3.00 %	\$ 19,627.81
FEBRUARY	5,562,453.69	3.00 % - 3.00 %	11,615.78
MARCH	3,626,228.39	3.00 % - 3.00 %	12,941.36
APRIL	-	0.00 % - 0.00 %	-
MAY	-	0.00 % - 0.00 %	-
JUNE	-	0.00 % - 0.00 %	-
JULY	-	0.00 % - 0.00 %	-
AUG	-	0.00 % - 0.00 %	-
SEPT	-	0.00 % - 0.00 %	-
OCT	-	0.00 % - 0.00 %	-
NOV	-	0.00 % - 0.00 %	-
DEC	-	0.00 % - 0.00 %	-
			<hr/> \$ 44,184.95
<u>WATER REVENUE - MONEY MARKET / M & T BANK</u>			
JANUARY	\$ 3,969,903.61	3.00 % - 3.00 %	\$ 9,236.21
FEBRUARY	3,829,823.33	3.00 % - 3.00 %	7,583.74
MARCH	3,598,680.89	3.00 % - 3.00 %	7,353.08
APRIL	-	0.00 % - 0.00 %	-
MAY	-	0.00 % - 0.00 %	-
JUNE	-	0.00 % - 0.00 %	-
JULY	-	0.00 % - 0.00 %	-
AUG	-	0.00 % - 0.00 %	-
SEPT	-	0.00 % - 0.00 %	-
OCT	-	0.00 % - 0.00 %	-
NOV	-	0.00 % - 0.00 %	-
DEC	-	0.00 % - 0.00 %	-
			<hr/> \$ 24,173.03

**MONROE COUNTY WATER AUTHORITY
LOCAL CASH & INVESTMENT
STATEMENT OF COLLATERAL
AS OF MARCH 31, 2024**

<u>MCWA INVESTMENT</u>	<u>COLLATERAL TYPE</u>	<u>MARKET VALUE</u>
	<u>M & T Bank</u>	
\$ 9,076,682.39	GNMA G2SF	\$ 9,258,216.07
250,000.00	FDIC Time Deposits	250,000.00
250,000.00	FDIC Demand Deposits	250,000.00
<u>\$ 9,576,682.39</u>		<u>\$ 9,758,216.07</u>
	<u>KEY BANK</u>	
\$ 1,230,864.52	FN 1359B CB FIX	\$ 1,255,481.81
250,000.00	FDIC Demand Deposits	250,000.00
250,000.00	FDIC Time Deposits	250,000.00
<u>\$ 1,730,864.52</u>		<u>\$ 1,755,481.81</u>
	<u>J.P.Morgan Chase Bank</u>	
\$ 250,000.00	US T-Bonds	\$ 250,039.06
250,000.00	FDIC Time Deposits	250,000.00
<u>\$ 500,000.00</u>		<u>\$ 500,039.06</u>
 \$ 11,807,546.91	 TOTAL	 \$ 12,013,736.94

Auditors: EFPR Group, LLP

Trustee: The Bank of New York Mellon

Banks: Key Bank
M & T Bank
J.P. Morgan Chase



Monroe County Water Authority

Memorandum

To: Scott Nasca, Chairman, & MCWA Board Members

Date: April 29, 2024

From: Amy A. Molinari, Director of Finance and Business Services

A handwritten signature in blue ink, appearing to read 'AM', positioned over the 'From' field.

Subject: 1st Quarter Financial Report

Copies: N. Noce
L. Magguilli
L. Rawlins
A. Mammino

In accordance with the Authority's Accounting Policies and Procedures Manual, readopted June 2023, I respectfully submit for your review the Authority's 1st Quarter Financial Report – period ending March 31, 2024.

Should you have any questions or comments, feel free to contact me.

Attachment



MONROE COUNTY WATER AUTHORITY

Quarterly Financial Report

Three Months Ending

March 31, 2024



MONROE COUNTY WATER AUTHORITY

P.O. Box 10999 • 475 Norris Drive • Rochester, N.Y. 14610-0999
Phone: (585) 442-2000 Fax (585) 442-0220

April 29, 2024

Mr. Scott D. Nasca, Chairman
475 Norris Drive
Rochester, New York 14610

Dear Chairman Nasca:

The financial report of the Monroe County Water Authority for the first three months of 2024 is submitted herewith.

GENERAL AUTHORITY OPERATIONS

WATER REVENUES

Operating Revenues totaled \$22,778,000 for the first quarter of 2024, \$1,868,900 greater than this time last year, and \$1,152,300 more than budgeted. Residential Sales are up \$1,851,600 over last year and \$1,042,100 more than budgeted. Industrial & Large Commercial Sales are \$41,400 more than last year and \$223,100 lower than budgeted. Water Districts Sales are \$125,700 lower than this time last year and \$225,200 over the budgeted amount.

TABLE 1.1
(In thousands)

Revenue Source	2024 YTD Actual	2024 YTD Budget	Budget	Increase
			Variance Favorable (Unfavorable)	(Decrease) from 2023
Res. & Com. – Quarterly	\$17,952.8	\$ 16,910.7	\$ 1,042.1	\$ 1,851.6
Ind. & Com. – Quarterly	1,797.6	2,020.7	(223.1)	41.4
Water Districts	1,220.7	995.9	225.2	(125.7)
Fire Services	372.7	337.1	35.6	23.6
Service Fees*	929.0	941.7	(12.7)	6.5
Other	<u>505.2</u>	<u>420.0</u>	<u>85.2</u>	<u>71.4</u>
Total	<u>\$ 22,778.0</u>	<u>\$ 21,625.7</u>	<u>\$ 1,152.3</u>	<u>\$ 1,868.8</u>

*Includes the payment by Kodak for the CPF, and Genesee County for Construction of transmission lines.

TABLE 1.2

	Service Units	Increase (Decrease)	Metered Consumption (Mil. Gals.)	Increase (Decrease) From 2023 (Mil. Gals.)
Residential & Commercial – Quarterly	189,717	940	3,184.7	235.9
Industrial & Commercial – Monthly	375	(60)	494.7	(5.4)
Water Districts	12	0	452.0	(30.9)
Fire Services	3,050	36	.00	(.01)
Miscellaneous Water Sales	-	-	3.9	1.2
Total			<u>4,135.3</u>	<u>200.8</u>
City of Rochester – Purchases			1,085.3	(36.6)
Erie County - Purchases			3.8	(34.8)

The increase in service units is due to normal growth.

OPERATIONS AND MAINTENANCE

TABLE 1.3

(In thousands)

	2024 YTD Actual	2024 YTD Budget	Budget Variance Favorable (Unfavorable)	Increase (Decrease) from 2023
Operating Departments				
Administration	1,062.6	1,313.3	250.7	79.5
Production	2,896.1	3,480.4	584.4	(29.7)
Purchased Water-City of Rochester	469.6	420.0	(49.6)	53.8
Purchased Water-Erie County	42.9	90.0	47.1	(56.6)
Engineering	942.1	1,765.3	823.1	278.1
Facilities, Fleet & Operations	3,207.1	3,686.2	479.2	454.4
Business Services	<u>1,886.2</u>	<u>2,535.3</u>	<u>649.1</u>	<u>104.3</u>
Total Operating Departments	10,506.6	13,290.5	2,783.9	883.8
Other	<u>591.6</u>	<u>591.6</u>	-	187.4
	11,098.2	13,882.1	2,783.9	1,071.2

ADMINISTRATION

Retiree Benefits are \$119,750 under budget due to less than expected health care premiums. Legal Services is \$48,580 under budget due to the timing of services and less than anticipated needs during the first quarter.

PRODUCTION

The Production Department, excluding Purchased Water, is \$584,483 under budget. Labor and fringe benefit expenses are \$180,600 under budget due to the three less employees than budgeted. Chemicals are under budget by \$159,200 due to less than anticipated costs and timing of invoices. Power for Production is \$97,600 under budget due to price fluctuations and usage.

ENGINEERING

Engineering expenses are \$823,141 under budget. Labor and fringe benefits expenses are under budget by \$106,800 due to two vacant full-time positions and one full-time position filled by a part-time employee. Copper and Lead are \$657,700 under budget due to the timing of the ongoing Service Material Investigation in the first quarter. Consultants are \$31,000 under budget due to need and timing of invoices.

FACILITIES, FLEET & OPERATIONS

The Facilities, Fleet & Operations Department is \$479,200 under budget. Net Labor is under budget \$230,400 due to ten vacant positions but is offset by \$145,300 in Fringe Benefits. Maintenance Contracts are under budget \$57,300 due to timing of invoices. Repair Materials/Mains are under budget by \$72,250 due to need and timing of invoices. Gasoline & Diesel is under budget by \$132,400 due to fluctuating fuel prices.

BUSINESS SERVICES

The Finance & Business Services Department is \$649,100 under budget. Labor & Fringe is \$344,600 under budget due to thirteen vacant positions. Consultants are \$138,400 under budget due to the timing of services. Bank Services are under budget by \$35,780 due to lower fees than expected. Small Equipment and Tools are under budget \$47,800 due to the timing for purchasing IT equipment and the offset of scrap metal credits.

TABLE 1.4

	Number of Employees 1 st Quarter Ending 2024					Number of Employees 1 st Quarter Ending 2023			
	Full Time	Temp. Co-op & Seasonal	Part Time	Full Time		Full Time	Temp. Co-op & Seasonal	Part Time	Full Time
Administration	7	0	7	0	Administration	6	0	7	0
Prod./Trans.	44	0	47	0	Prod./Trans.	46	0	52	0
Engineering	31	0	33	1	Engineering	28	0	33	1
Fac./Fleet/Oper.	72	0	82	0	Fac./Fleet/Oper.	75	0	85	0
Business Serv.	45	0	58	3	Business Serv.	47	0	57	3
	199	0	227	11		202	0	234	11

The number of full-time positions is under budget by twenty-eight employees. The Production & Transmission Department has three vacant positions. The Engineering Department has two vacant positions and a full-time budgeted position filled with a part-time employee. The Facilities, Fleet and Operations Department has ten open positions. The Business Services Department has thirteen vacant positions between IT, Customer Service and Meter Services.

ANNUAL INDEPENDENT AUDIT

The EFPR Group has completed their audit of our 2023 financial statements and rendered a favorable opinion. The audit report was presented to the Board at its meeting on March 7, 2024.

SUMMARY

Overall, the Authority continues to be in excellent financial condition. We continue to increase our service area and provide reliable, cost-effective services to our customers.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Amy A. Molinari". The signature is fluid and cursive, with a small blue mark above the final "i".

Amy A. Molinari
Director of Finance & Business Services

MONROE COUNTY WATER AUTHORITY
2.1 BALANCE SHEETS
as of March 31, 2024

ASSETS

	31-Mar 2024	31-Mar 2023
WATER PLANT, net	\$ 435,492,240	\$ 429,879,356
WATER FACILITIES LEASED, net	-	-
DEBT SERVICE RESERVES	1,522,307	1,862,057
CURRENT ASSETS:		
Water Revenue Fund	6,370,125	7,043,985
O & M Fund	1,323,688	2,449,912
Rate Stabilization Fund	11,750,000	11,500,000
General Fund	54,171,186	47,215,963
Other Cash	42,568,992	38,483,026
Funds held by Trustee		
Debt Service Fund	214,271	6,017
Capital Improvement Fund	13,898,400	10,961,109
Construction Funds	578,745	2,307,604
New Construction Fund	5,346,355	5,060,627
Accounts Receivable	8,438,591	7,780,843
Accrued Unbilled Revenues	9,788,000	9,188,000
Materials & Supplies	4,010,901	2,910,727
Prepayments	1,360,769	1,405,114
	<u>\$ 159,820,023</u>	<u>\$ 146,312,927</u>
DEFERRED OUTFLOW RESOURCES	\$ 9,506,978	\$ 10,467,129
DEFERRED OUTFLOW RESOURCES-OPEB	<u>15,018,772</u>	<u>19,500,242</u>
	<u>\$ 621,360,320</u>	<u>\$ 608,021,711</u>

LIABILITIES AND CAPITALIZATION

WATER REVENUE BONDS	\$ 128,857,197	\$ 133,895,058
CAPITAL LEASE OBLIGATION	-	-
OPEB OBLIGATIONS	41,657,111	57,301,338
SICK BANK RESERVE	3,784,207	3,564,094
NET PENSION LIABILITY	12,769,819	(4,965,984)
CURRENT LIABILITIES:		
Bonds due within one year	4,860,000	4,695,000
Capital Lease due within one year	-	-
Accounts payable & accrued expense	1,271,222	1,264,827
Accrued payroll	503,803	(145)
Accrued vacation	1,306,395	1,230,719
Accrued interest on bonds	1,149,183	1,210,183
Customer deposits	318,139	346,232
	<u>\$ 9,408,742</u>	<u>\$ 8,746,816</u>
CAPITALIZATION:		
Contributions in aid	71,799,959	71,799,959
Earnings reinvested	318,441,149	293,877,786
	<u>\$ 586,718,184</u>	<u>\$ 564,219,067</u>
DEFERRED INFLOW RESOURCES	\$ 707,629	\$ 17,129,511
DEFERRED INFLOW RESOURCES-OPEB	<u>33,934,507</u>	<u>26,673,133</u>
	<u>\$ 621,360,320</u>	<u>\$ 608,021,711</u>
WORKING CAPITAL - \$150,411,281		

2.2 STATEMENTS OF REVENUES
as of March 31, 2024

	Actual	Budget	Variance Favor. (Unfav.)
OPERATING REVENUES:			
Water Sales - Residential	\$ 17,952,823	\$ 16,910,700	\$ 1,042,123
Water Sales - Industrial/Commercial	1,797,628	2,020,700	(223,072)
Water Sales - Water Districts	1,220,714	995,900	224,814
Other Water Revenue	1,605,341	1,539,115	66,226
Other Operating Revenue	201,576	159,633	41,943
	\$ 22,778,083	\$ 21,626,048	\$ 1,152,035
OPERATING EXPENSES:			
Administration	\$ 1,062,621	\$ 1,313,422	\$ 250,801
Production	2,896,047	3,480,522	584,475
Purchased Water - City of Rochester	469,567	420,000	(49,567)
Purchased Water - Erie County Water	42,925	90,000	47,075
Engineering	942,132	1,765,273	823,141
Facilities, Fleet & Operations	3,207,109	3,686,315	479,206
Business Services	1,886,194	2,535,295	649,101
	\$ 10,506,595	\$ 13,290,827	\$ 2,784,232
Other Expenses	591,575	591,575	-
NET REVENUES FOR DEBT SERVICE	\$ 11,679,913	\$ 7,743,646	\$ 3,936,267
DEDUCT:			
Interest Expense on Water Revenue Bonds	\$ 1,747,290	\$ 1,747,290	-
Interest Expense on County Lease-Net	-	-	-
Amortization of Bond Expense & Def Amt of Refund	(44,465)	(44,465)	-
Depreciation and Amortization	5,430,906	5,430,906	-
	\$ 7,133,731	\$ 7,133,731	-
REVENUES (LOSS) FROM OPERATIONS	\$ 4,546,182	\$ 609,916	\$ 3,936,267
ADD (DEDUCT)			
Interest on Investments - Local	\$ 1,384,903	75,000	1,309,903
Interest on Investments - Trustee	258,718	12,498	246,220
Interest on Investments - Trustee/DSR	-	-	-
Gain (Loss) on Disposal of Assets	-	-	-
Other Non-Operating Income	520,182	408,321	111,861
Extraordinary Expense	-	-	-
Unrealized Gain (Loss) on Investment	-	-	-
Realized Gain (Loss) on Investment	-	-	-
	\$ 2,163,803	495,819	\$ 1,667,984
REVENUES (LOSS) INVESTED IN FACILITIES			
Year to Date	\$ 6,709,985	\$ 1,105,735	\$ 5,604,250

2.3 DEPARTMENT EXPENSE SUMMARY
For the Period Ending March 31, 2024
(in thousands)

	Actual YTD	Budget YTD	Variance Favor. (Unfav.)	Previous YTD	Variance Favor. (Unfav.)
ADMINISTRATION					
Payroll & Benefits	384.2	390.7	6.5	307.2	(77.0)
Retiree Benefits	407.2	527.0	119.8	395.2	(12.0)
Outside Services	249.8	357.9	108.1	261.1	11.3
Supplies/Postage/Printing	2.9	8.0	5.1	2.4	(0.5)
Maintenance	0.4	0.2	(0.2)	0.3	(0.1)
Utilities	0.8	0.8	-	1.0	0.2
Other	17.3	28.7	11.4	15.9	(1.4)
TOTALS	1,062.6	1,313.3	250.7	983.1	(79.5)
PRODUCTION					
Payroll & Benefits	1,513.8	1,694.4	180.6	1,392.8	(121.0)
Outside Services	70.8	80.7	9.9	68.7	(2.1)
Supplies/Postage/Printing	35.0	45.3	10.3	46.6	11.6
Chemicals	298.8	457.9	159.1	187.1	(111.7)
Maintenance	104.2	141.7	37.5	102.9	(1.3)
Utilities	125.6	172.4	46.8	154.2	28.6
Power	717.0	814.6	97.6	899.8	182.8
Purchased Water	512.5	510.0	(2.5)	515.4	2.9
Other	30.9	73.4	42.5	73.6	42.7
TOTALS	3,408.6	3,990.4	581.8	3,441.1	32.5
ENGINEERING/DESIGN/CONSTRUCTION					
Payroll & Benefits	781.1	887.9	106.8	631.1	(150.0)
Outside Services	134.1	840.3	706.2	13.6	(120.5)
Supplies/Postage/Printing	5.6	10.8	5.2	2.0	(3.6)
Maintenance	8.0	5.2	(2.8)	3.5	(4.5)
Utilities	4.2	4.7	0.5	3.6	(0.6)
Other	9.1	16.4	7.3	10.2	1.1
TOTALS	942.1	1,765.3	823.2	664.0	(278.1)
FACILITIES, FLEET & OPERATIONS					
Payroll & Benefits	2,441.7	2,485.8	44.1	2,040.7	(401.0)
Outside Services	10.6	17.2	6.6	13.8	3.2
Supplies/Postage/Printing	72.7	93.6	20.9	39.1	(33.6)
Maintenance	292.3	428.5	136.2	249.1	(43.2)
Vehicles	354.6	586.6	232.0	364.3	9.7
Utilities	17.1	33.7	16.6	11.3	(5.8)
Other	18.1	40.8	22.7	34.4	16.3
TOTALS	3,207.1	3,686.2	479.1	2,752.7	(454.4)
BUSINESS SERVICES					
Payroll & Benefits	1,413.1	1,757.7	344.6	1,285.8	(127.3)
Outside Services	209.6	413.0	203.4	209.0	(0.6)
Supplies/Postage/Printing	148.2	194.1	45.9	172.8	24.6
Maintenance	29.4	107.0	77.6	67.4	38.0
Utilities	21.7	28.3	6.6	21.0	(0.7)
Other	64.2	35.2	(29.0)	25.9	(38.3)
TOTALS	1,886.2	2,535.3	649.1	1,781.9	(104.3)
TOTAL ALL DEPARTMENTS	10,506.6	13,290.5	2,783.9	9,622.8	(883.7)

Monroe County Water Authority
Statement of Cash Flows as of March 31, 2024

CASH FLOW FROM OPERATING ACTIVITIES:	
Receipts from customers	\$ 22,110,337
Payments to suppliers	(7,097,666)
Payments to employees	<u>(6,824,667)</u>
Net cash flow from operating activities	8,188,004
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Withdrawals from funds held by trustee	(623,152)
Purchases of capital assets	(3,391,019)
Proceeds from disposal of capital assets	501,484
Federal interest subsidy	408,321
Proceeds from water revenue bond issuance	-
Proceeds from bond premium	-
Deposit to Series 2020 Construction Funds	-
Withdrawals from Series 2020 Construction Funds	(858,573)
Proceeds from BANs issued	-
Bond forgiveness	-
Repayments and redemptions of water revenue bonds	(415,000)
New Capital Leases	-
Repayments of obligations under capital leases	-
Interest paid	<u>(3,314,459)</u>
Net cash flow from capital and related financing activities	(7,692,398)
CASH FLOW FROM INVESTING ACTIVITIES:	
Interest received	1,643,621
Gains (losses) on investing activities	-
Purchases of investments	(8,351,245)
Reversal of YE 2020 Investment Reclass	-
Sales of investments	<u>-</u>
Net cash flow from investing activities	(6,707,624)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(6,212,018)
CASH AND CASH EQUIVALENTS - beginning of year	16,334,461
CASH AND CASH EQUIVALENTS - end of year	\$ <u>10,122,445</u>

Reconciliation of operating income to net cash provided by operating activities:

Operating income	\$ 6,293,471
Adjustments to reconcile change in net assets to net cash flow from operating activities	
Depreciation and amortization	5,386,441
Bad debt expense	37,633
Pension items - ERS	-
Other postemployment benefit items	-
Changes in Assets and Liabilities:	
Accounts receivable	806,931
Accrued unbilled revenue	(1,500,000)
Materials and supplies	(576,989)
Prepayments and other current assets	(239,941)
Accounts payable and accrued expenses	(2,516,733)
Accrued payroll and benefits	471,868
OPEB obligation, net	-
Customer deposits	<u>25,323</u>
Net cash flow from operating activities	\$ <u>8,188,004</u>