

**RELEASE AND SUBROGATION RECEIPT**

RECEIVED

of the **New York Municipal Insurance Reciprocal** the sum of **\$56,506.62** in full payment, release and discharge of all claims and demands of the undersigned against the said Company, arising from or connected with any loss or damage by reason of **Water at 80 South West Road, Homer, NY 13077** which loss or damage arose or occurred on or about the **10/21/2016**; and in full payment, release and discharge of all claims and demands against the said Company under the certain policy of insurance No. **SSPHOM001** issued through the of the said Company.

In consideration of and to the extent of said payment the undersigned hereby subrogates said Company, to all of the rights, claims and interest which the undersigned may have against any party, person, persons, property or corporation liable for the loss mentioned above and authorizes the said Company to sue, compromise or settle in the undersigned's name or otherwise all such claims and to execute and sign releases and acquittances and endorse checks or drafts given in settlement of such claims in the name of the undersigned, with the same force and effect as if the undersigned executed or endorsed them.

Warranted no settlement has been made by the undersigned with any party, person, persons, property or corporation against whom a claim may lie, and no release has been given to anyone responsible for the loss, and that no such settlement will be made nor release given by the undersigned without the written consent of the said Company and the undersigned covenants and agrees to cooperate fully with said Company in the prosecution of such claims, and to procure and furnish all papers and documents, in the undersigned's possession, necessary in such proceedings and to attend court and testify if the Company deems such to be necessary but it is understood the undersigned is to be saved harmless from costs in such proceedings.

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME, AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH VIOLATION.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**CAUTION: READ BEFORE SIGNING BELOW ↓**

Insured LS

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Homer CSD

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Before me personally appeared \_\_\_\_\_

\_\_\_\_\_ to me known to be the person(s) named herein and who executed the foregoing Release and \_\_\_\_\_ acknowledged to me that \_\_\_\_\_ voluntarily executed the same.

My term expires \_\_\_\_\_, 20 \_\_\_\_\_. \_\_\_\_\_

Notary Public

SSPHOM001  
 POLICY NO.  
 7/1/2016 - 7/1/2017  
 POLICY TERM  
 \$88,769,070.00  
 AMT OF BLDG COV AT TIME OF  
 LOSS

# SWORN STATEMENT IN PROOF OF LOSS

HOM-2016-003-001  
 INS CLAIM NO.  
 AGENT  
 AGENCY AT

TO New York Municipal Insurance Reciprocal:  
 At time of loss, by above indicated policy of insurance, you insured the interest of  
 Homer CSD; P.O. Box 500; Homer, NY 13077

against loss by All Perils to the property described according to the terms and conditions of said policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A Water Damage loss occurred about the hour of \_\_\_\_\_ o'clock \_\_\_\_\_  
 on the 21 day of October, 2016. The cause of the said loss was:  
 heavy rains caused the drain to overflow resulting in water damage to the building.

OCCUPANCY The premises described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever:  
**As Privileged**

INTEREST No other person or persons had any interest therein or encumbrance thereon except:  
**Owner**

1. FULL AMOUNT OF INSURANCE applicable to the property for which claim is presented is .....	\$88,769,070.00
2. ACTUAL CASH VALUE of building structures .....	\$0.00
3. ADD ACTUAL CASH VALUE OF CONTENTS of personal property insured .....	\$0.00
4. ACTUAL CASH VALUE OF ALL PROPERTY .....	\$0.00
5. FULL COST OF REPAIR OR REPLACEMENT (Building and Contents).....	\$57,506.62
6. LESS APPLICABLE DEPRECIATION .....	\$0.00
7. ACTUAL CASH VALUE LOSS is .....	\$57,506.62
8. LESS DEDUCTIBLES .....	\$1,000.00
9. NET AMOUNT CLAIMED under above numbered policy is .....	\$56,506.62

The said loss did not originate by any act, design or procurement on the part of your insured, nothing has been done by or with the privity or consent of your insured to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss, no property saved has in any manner been concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

Subrogation - To the extent of the payment made or advanced under this policy; the insured hereby assigns, transfers and sets over the insurer all rights, claims or interest that he has against any person, firm or corporation liable for the loss or damage to the property for which payment is made or advanced. He also hereby authorizes the insurer to sue any such third party in his name.

The insured hereby warrants that no release has been given or will be given or settlement or compromise made or agreed upon with any third party who may be liable in damages to the insured with respect to the claim being made herein.

The furnishing of this blank or the preparation of proofs by a representative of the above insurer is not a waiver of any of its rights.

I declare under penalty of perjury that the information contained in the foregoing is true and correct to the best of my knowledge and belief.

State of NY \_\_\_\_\_ Insured

County Of \_\_\_\_\_ Insured

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public