



# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

## ADDITIONAL COMMUNICATIONS FOR DISTRIBUTION June 15, 2011

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

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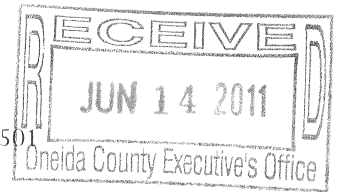
ONEIDA COUNTY

ANTHONY J. PICENTE, JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net



June 14, 2011

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, N.Y. 13501

FN 20 11 - 209

**WAYS & MEANS**



Dear County Executive Picente:

Oneida County's Public Officer's & Law Enforcement Liability insurance policy includes an endorsement regarding Line of Duty coverage. With our loss of Deputy Kurt Wyman, this coverage will indemnify for an amount not to exceed \$50,000 for voluntary payments to the family or members of his household. Attached, please find correspondence in that regard.

Although we feel helpless in the face of such a tragic event we would hope that coverage such as this may in some small way prove helpful to his family. With that in mind we sincerely acknowledge that nothing can ever make up for his sacrifice on our behalf.

Pursuant with the instructions from the insurance carrier the county must expend prior to settlement, and payment must be directed to a family member – e.g., wife Lauren Wyman. To achieve that effect the following supplemental appropriation is proposed:

To:  
AA# A1900.412 ----- Insurance & Bonding..... \$50,000

Unanticipated Revenue:

AA# A2680----- Insurance Recoveries..... \$50,000

Please forward this to the Board of Legislators for approval at your earliest convenience.

Upon approval, disbursement can be arranged as directed.

Sincerely,

Anthony Carvelli

cc: Linda M.H. Dillon, County Attorney

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 6/14/11

B.



June 10, 2011

County of Oneida  
c/o Commissioner of Finance  
800 Park Avenue  
Utica, NY 13501

RE: Line of Duty Death Coverage

Dear Tony:

Confirming our phone conversation, the County of Oneida will be reimbursed for up to \$50,000 for any voluntary payment made by the county to the family of the Law Enforcement Officer who was killed in the line of duty.

We have submitted the initial claim to U.S. Specialty today outlining the circumstances and the name of the deceased officer, which also included the other required information.

We will need a copy of the check as proof of payment to send in to U.S. Specialty for reimbursement. Please do not hesitate to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Chip Roe", is written over a faint, larger version of the signature.

Chip Roe  
Technical Resource Manager, ext. 311  
croe@bhlinsurance.com

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LINE OF DUTY DEATH COVERAGE**

This endorsement modifies insurance provided under the following:

### **LAW ENFORCEMENT LIABILITY COVERAGE FORM**

We will indemnify you for an amount not to exceed \$50,000 for voluntary payments made to the family or members of the household of a Law Enforcement Officer who is injured as the result of a felony which occurs during the "policy period":

- a. If death results within one year from the date of the initial injury; and
- b. The Law Enforcement Officer was under the direct supervision of your Law Enforcement Department or Agency shown in the Declarations at the time the injury occurred; and
- c. The Law Enforcement Officer was acting within the course and scope of official and departmentally approved law enforcement duties at the time the injury occurred.

The maximum limit for this coverage is \$100,000 per "policy period."

The Limits described in this endorsement are in addition to the Limits of Liability shown on the Declarations.

### **II. EXCLUSIONS:**

In addition to the other exclusions set forth in SECTION II—EXCLUSIONS of the Law Enforcement Liability Coverage Form, coverage does not apply if death results directly or indirectly from the following causes or events, whether they occur concurrently with or in any sequence from the felonious injury:

- a. Suicide;
- b. Injuries caused by members of the Law Enforcement Officer's immediate family or members of the household or benefit recipient;
- c. Heart attack or stroke which occurs more than twenty-four (24) hours after such felonious injury; or
- d. Conditions or symptoms related to HIV, AIDS or any other communicable disease.

### **III. CONDITIONS**

With respect to coverage provided by this endorsement:

- a. The following is added to COMMON POLICY CONDITION 12. Legal Action Against Us:

The insured may not bring a "suit" to recover under this endorsement until ninety (90) days after the insured has given us written proof of a covered fatal injury. No "suit" may

be brought more than three (3) years after the date of a covered fatal injury, or as required by law.

- b. Condition 3. Insured's Duties In The Event Of A "Law Enforcement Wrongful Act," "Claim" or "Suit." of the Law Enforcement Liability Coverage Form is deleted in its entirety and is replaced by the following:

3. Insured's Duties In The Event Of A "Law Enforcement Wrongful Act," "Claim" or "Suit."

You must give us written notice of a covered fatal injury as soon as reasonably possible after such fatal injury covered by this endorsement occurs, or as required by law. Such written notice must identify the Law Enforcement Officer who sustained the covered fatal injury, the Named Insured, the policy number, and it must describe the "occurrence" and the nature of the fatal injury.

- c. The following condition is added to the Law Enforcement Liability Coverage Form:

We have the right to request an independent autopsy as allowed by law.

All other terms and conditions of the policy remain unchanged.