

Warren County Board of Supervisors

**AGENDA
THURSDAY, JANUARY 6, 2022
ORGANIZATION MEETING**



**11:00 a.m. Call to Order by Clerk of the Board
Welcome to Guests**

**Pledge of Allegiance - Supervisor Conover
Roll Call**

Members of the Board of Supervisors beginning a new term of office on January 1, 2022 subscribe to Constitutional Oath as administered by Warren County Supreme Court Judge Martin Auffredou

Selection of 2022 Chair of the Board

**Nominations accepted from the members of the Board of Supervisors
Board of Supervisors vote on nominations**

Chair subscribes to Constitutional Oath as administered by Warren County Supreme Court Judge Martin Auffredou

Remarks by Chair

Reading of Resolutions

Discussion and Public Comment on Resolutions

Vote on resolutions

Privilege of the Floor

Announcements

Motion to adjourn

Warren County Board of Supervisors

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<u>RES. NO.</u>	<u>VOTE</u>	<u>DESCRIPTION</u>
1	ROLL CALL	CHAIR - ADOPTING THE RULES OF THE BOARD OF SUPERVISORS <i>RESOLUTION TABLED AND REFERRED BACK TO COMMITTEE</i>
2		CHAIR - DESIGNATING OFFICIAL PAPERS
3		CHAIR - DESIGNATING DEPOSITARIES
4		CHAIR - REAPPOINTING CLERK OF THE BOARD OF SUPERVISORS
5		CHAIR - REAPPOINTING WARREN COUNTY ATTORNEY
6		CHAIR - REAPPOINTING WARREN COUNTY AUDITOR
7		CHAIR - REAPPOINTING WARREN COUNTY PUBLIC DEFENDER
8		CHAIR - REAPPOINTING WARREN COUNTY PURCHASING AGENT
9		CHAIR - AUTHORIZING BLANKET OFFICIAL UNDERTAKING FOR COUNTY OFFICERS REQUIRED BY LAW TO EXECUTE AND FILE OFFICIAL UNDERTAKINGS
10		PERSONNEL, ADMINISTRATION & HIGHER EDUCATION (2021 COMMITTEE) - APPROVING REVISIONS TO THE WARREN COUNTY WORKPLACE VIOLENCE PREVENTION PLAN AND PROGRAM
11		PERSONNEL, ADMINISTRATION & HIGHER EDUCATION (2021 COMMITTEE) - AUTHORIZING THE COUNTY ATTORNEY TO FILE AND PROSECUTE DECLARATORY JUDGMENT ACTIONS TO ENFORCE INSURANCE COVERAGE IN CHILD VICTIMS ACT CLAIMS
12		PERSONNEL, ADMINISTRATION & HIGHER EDUCATION (2021 COMMITTEE) - REAPPOINTING MEMBERS TO THE ARPA ADVISORY COMMITTEE
13		PERSONNEL, ADMINISTRATION & HIGHER EDUCATION (2021 COMMITTEE) - REAPPOINTING MEMBERS TO THE WARREN COUNTY BOARD OF ETHICS
14	ROLL CALL	PERSONNEL, ADMINISTRATION & HIGHER EDUCATION (2021 COMMITTEE) - AMENDING TABLES OF ORGANIZATION AND WARREN COUNTY SALARY AND COMPENSATION PLAN FOR 2022 <i>RESOLUTION AMENDED FROM THE FLOOR DURING THE MEETING</i>

Warren County Board of Supervisors

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<u>RES. NO.</u>	<u>VOTE</u>	<u>DESCRIPTION</u>
15	ROLL CALL	FINANCE (2021 COMMITTEE) - AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND UNAPPROPRIATED SURPLUS TO THE PLANNING BUDGET TO COVER THE COST OF THE CONTRACT WITH THE NEW YORK OFFICE OF INFORMATION TECHNOLOGY SERVICES; AMENDING 2022 WARREN COUNTY BUDGET
16		SUPERVISORS MCDEVITT AND CONOVER - WAIVING THE STANDING RULE OF THE BOARD RELATING TO THE REQUIREMENT THAT ALL RESOLUTIONS BE APPROVED THROUGH THE ESTABLISHED COMMITTEE STRUCTURE IN ADVANCE OF A BOARD MEETING IN ORDER TO ENTERTAIN A RESOLUTION AMENDING THE WARREN COUNTY BUDGET FOR 2022 <i>PRESENTED AS FLOOR RESOLUTION NO. 1</i>
17	ROLL CALL	SUPERVISORS DICKINSON AND MERLINO - AMENDING WARREN COUNTY BUDGET FOR 2022 FOR VARIOUS DEPARTMENTS WITHIN WARREN COUNTY <i>PRESENTED AS FLOOR RESOLUTION NO. 2</i>

Warren County Board of Supervisors

RESOLUTION NO. 1 OF 2022

RESOLUTION INTRODUCED BY CHAIR

ADOPTING THE RULES OF THE BOARD OF SUPERVISORS

RESOLUTION TABLED AND REFERRED BACK TO COMMITTEE

RESOLVED, that the Rules of the Board of Supervisors providing for the conduct of its meetings, committees of the Board of Supervisors and the exercise of its governmental functions are hereby adopted as set forth in Schedule "A", attached hereto, and be it further

RESOLVED, that said Rules as adopted shall be effective immediately and all Rules adopted in preceding years are hereby repealed.

SCHEDULE "A"

RULES OF THE BOARD OF SUPERVISORS

A. Organization Meeting of Board of Supervisors

1. At the Regular Meeting of the Board of Supervisors held in December of each year the Board shall by resolution fix the date for the organizational meeting of the Board for the ensuing year, which date shall not be later than the 8th day of January, and the place and hour of such organization meeting. A total of 502 weighted votes, as allocated among the elected Supervisors pursuant to Local Law No. 9 of 2021(enacted by Resolution No. 511 of 2021), shall constitute a quorum for the transaction of business. A quorum being present, the Clerk of the last Board shall call the meeting to order and the members present shall by roll call vote, by a majority of the total weighted voting power of the members of the Board, select one of their number Chair, who shall preside at such meeting and at all meetings during the year. In case of the absence, incapacity, or inability of the Chair to act, for any reason, the Finance Chair shall perform the functions, powers and duties of the Chair within the limits of the statue, as provided by Local Law No. 1 of 1968. The Majority and Minority Leaders will be selected by their respective parties through caucus and recommended to the Chair, who shall appoint each respectively.
2. In addition to the foregoing, the Board at the annual organization meeting shall transact the following business: the appointment of any officers required by law or desired by the Board; adopt the Rules of Procedure for the ensuing year; other matters that the Chair wishes to bring before the meeting; and any such other and further business as may properly come before such meeting.

B. Regular Meetings of the Board of Supervisors

1. The Board shall convene in Regular Meeting at 10:00 o'clock in the forenoon on the third Friday of each month for the public meeting of the Board, except for the June Regular Meeting which will be held on June 15, 2022 at 4:00 p.m., unless a different time was scheduled during a previous meeting. The Regular Meetings for the year 2022 are scheduled as follows:
 - i) January 21, 2022
 - ii) February 18, 2022
 - iii) March 18, 2022
 - iv) April 15, 2022
 - v) May 20, 2022
 - vi) June 15, 2022 - 4:00 p.m.
 - vii) July 15, 2022
 - viii) August 19, 2022
 - ix) September 16, 2022
 - x) October 21, 2022
 - xi) November 18, 2022
 - xii) December 16, 2022

The Board shall also gather for bi-monthly workshop sessions to be called at the discretion of the Chair for the purpose of receiving presentations and/or training at which no action of the

the Rules to be considered by the Board during the Regular Meeting, aside from those resolutions which are considered to be administrative or procedural, or of an emergency nature, and are authorized by the Board Chair, Standing Committee Chair, County Administrator, County Attorney and Clerk of the Board. Any member of the Board may make a motion to Lay on the Table any resolution to enable the Board to lay the pending question aside temporarily when something else of immediate of emergency has arisen or when something else needs to be addressed before consideration of the pending question is resumed (*in accordance with Robert Rules of Order*). A majority of the total weighted vote of the Board shall be necessary to take item off the table.

C. Conduct of Regular Meetings of Board of Supervisors

1. All questions relating to the priority of business shall be decided without debate.
2. The Chair shall preserve order and shall decide all questions of order, subject to the appeal of the Board.
3. The Chair in all cases shall have the right to vote, and when his/her vote makes an equal division the question shall be lost.
4. Any member desiring to speak or present any subject matter shall address the Chair and shall not further proceed until recognized by the Chair and granted the floor.
5. No debate shall be in order until the pending question shall be stated by the Chair or read by the Clerk.
6. No member shall speak more than once on any question until every member choosing to speak shall have spoken. If the Chair of the Board or the Chair of any Committee wishes to enter into debate, he/she may do so only after he/she excuses himself/herself from the Chair and a Temporary Chair is appointed by the Chair.
7. Any member, upon being called to order, shall take his/her seat and remain there until the point raised is determined. If the point be sustained, he/she shall not further proceed, except in order, unless by permission.
8. No business shall be transacted by the Board, as such, while a Committee or Committees are out at work, except to adjourn.
9. All motions and resolutions shall be presented in open regular meeting. The Chair will state to what Committee the motion or resolution shall be referred unless such reference is objected to in which case the Board shall decide.
10. While a member is speaking no member shall entertain any private discourse or pass between him/her or the Chair.
11. A motion to adjourn shall always be in order, and shall be decided without debate, provided the County Administrator and County Attorney have first been afforded the opportunity to inform the Board of operational and/or legal consequences of adjournment.

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12. When a question is under debate no motion shall be entertained, unless for adjournment of the Board, for the previous question, to place on the table indefinitely; to place on the table for a certain day; to hold; to amend it. These several motions shall have precedence in the order in which they are here stated and shall be subject to debate.
13. The minutes of this Board shall be distributed to members of the Board and posted to the County website within two weeks of the date of such Regular or Special Meeting of the Board, except that minutes taken during executive session of any action which is taken by formal vote shall be posted to the County website within one week from the date of the executive session, by the Clerk of the Board.

D. Committees of the Board of Supervisors

1. Standing Committees consisting of at least five (5) members shall be appointed by the Chair at the Organization Meeting or not later than the first regular meeting following the Organization Meeting, upon the following subjects, to wit:

Committee Name	Number of Members
Budget	7
County Facilities - <i>Airport; Buildings & Grounds; Fire Prevention & Building Code Enforcement</i>	5
Criminal Justice - <i>Assigned Counsel; Courts; District Attorney; Probation; Public Defender</i>	5
Economic Growth & Development - <i>Economic Development Corporation; Employment & Training Administration; Planning & Community Development</i>	7
Environmental Concerns & Real Property Tax Services	5
Executive Committee	10
Finance - <i>County Administrator; County Treasurer</i>	7
Governmental Operations & Advocacy - <i>Board of Elections; County Clerk/DMV; Purchasing</i>	5
Health Services - <i>Mental Health; Office for the Aging; Public Health</i>	5
Human Services - <i>Countryside Adult Home; Department of Social Services; Veterans' Services; Youth Programs</i>	5
Personnel, Administration & Higher Education - <i>Civil Service; Clerk of the Board; County Attorney; County Auditor; Human Resources; Information Technology, Self-Insurance; SUNY Adirondack</i>	5
Public Safety - <i>Office of Emergency Services; Sheriff & Communications</i>	5

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Public Works - DPW; Parks, Recreation & Railroad; Solid Waste & Recycling; Warren County Sewer 7

Tourism & Occupancy Tax Coordination 7

Special Committees

EMS (Emergency Medical Services) 7

Park Operations & Management (O&M) 4
*plus 1
alternate*

National Association of Counties 3

Extension Services 5

2. Special Committees may be created at a Regular Meeting of the Board. They shall, unless otherwise ordered and directed by a majority vote of the Board, be appointed by the Chair. The period of time that a special committee shall serve shall be designated when it is created, and may be extended to a future date at a Regular Meeting of the Board.
3. The first member appointed to each Standing and Special Committee shall be and act as the Chair of such committee. The Chair of each Committee shall appoint both the Vice Chair and 2nd Vice Chair, who shall serve in the event that both the Committee Chair and Vice Chair are absent. The Vice Chair and 2nd Vice Chair designations must be submitted to the Clerk of the Board of Supervisors no later than the date of the first regular Board meeting of the year, to be held on the third Friday of January, so that the Clerk may update the Standing Committee List appropriately.
4. The meetings of each committee shall be held upon call by the Chair thereof, except as hereinafter provided. The Chair of each committee shall give or cause to be given by the Clerk of the Board of Supervisors notice in person, by telephone, or by email at least two days in advance of the day, hour and place of each meeting of the committee except that no advance or prior notice shall be required when the committee meeting is held on a day when the Board shall be in session. A meeting of any committee may be called and shall be held at any time that a majority of the members of a committee sign a written notice to conduct a meeting, which notice shall clearly state the day, hour and place of such meeting, provided that such notice shall be served in person or emailed to the Chair of such committee and the Chair of the Board of Supervisors at least three days in advance of the day specified in such notice. Meetings scheduled outside of regularly specified Committee meeting days must be coordinated with the Chair of the Board for scheduling purposes.
5. Members of the Board may attend any Regular or Special Committee meeting as a member of the general public, but no member of the Board, except the Chair of the Board, shall sit as part of a Committee for which they were not appointed, or participate in a Committee meeting as a member of the Committee, unless appointed to that Committee as a member.
6. The Chair of the Board of Supervisors shall be an ex-officio member of a standing committee when: a) a quorum is not present at any regularly or specially scheduled committee meeting; b) if such membership will provide a quorum as herein specified; and c) the Chair is available to

attend. The total membership of the committee as established by Board Rules shall not change or be increased by the presence and availability of the Chair in determining whether a majority of members are present to allow the conduct of business, rather the Chair shall be considered an alternate or substitute for a non-present committee member. Once the Chair becomes a member by virtue of the criteria set forth above (whether at the start of or during a meeting), the Chair shall be a voting member and shall continue as a member of the committee until a quorum is established or reestablished by appointed Committee members at the subject meeting or subsequent meetings. If an executive session is called for during a Committee meeting after the Chair becomes a member by virtue of the criteria set forth above, then the Chair's vote shall count towards the total needed for a majority vote of the entire Committee. The Finance Chair of the Board may exercise the duties described in this paragraph in the Chair's absence.

7. When any Standing or Special Committee of the Board of Supervisors is acting on any matter affecting a single Municipality or is engaged in seeking or obtaining rights of way in a particular municipality, the Supervisor(s) of the affected municipality shall be provided with an opportunity to make a presentation or otherwise be heard by the Committee.

E. Voting by Members of the Board of Supervisors

1. All members present shall vote upon each question.
2. If a resolution contains items that can be voted on separately, and a request is made by any member to do so, each item contained in the resolution shall be subject to a separate vote.
3. All questions shall be decided by a majority of the total weighted voting power of the Board unless otherwise required by law or as required herein. All questions shall be decided by weighted vote in accordance with the terms of Local Law No. 9 of 2021, as it may be amended from time to time. Whenever in these Rules of Order there is reference to a majority vote or a 2/3rds vote of the Board, it means a majority of the voting power of the members of the Board or 2/3rds of the voting power of the members of the Board as defined in Local Law No. 9 of 2021.
4. The following resolutions shall require a roll call vote: fixing or altering salaries, or establishing salary and wage classifications; adoption of the budget; any appropriation or expenditure of public funds; transfers to and from .1 salary codes within the authorized budget and transfers between funds, including Capital and Road Fund Projects; levying of taxes; bond resolutions; any authorizations to fund or refund indebtedness; legalizing informal acts of a town meeting, village election, town or village officer; legalizing municipal obligations incurred through error or mistake wherein a 2/3rds vote is required; alteration of the boundaries of a town; local laws; any sale or conveyance of county property, either real or personal or for amending the Occupancy Tax spending guidelines.
5. A roll call vote upon any resolution or other proceeding shall be taken upon request of any member.
6. All resolutions adopted by the Board of Supervisors shall become effective upon their adoption or as otherwise provided by law or as specified in the resolution.
7. Filling of existing vacant positions (not new positions, these can only be created by 2/3rd majority vote of the Board) will only be authorized with the following approvals: County Administrator,

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Budget Officer and, majority vote of appropriate oversight committee. In the event a Department has an urgent operational or financial related need to fill a vacant position and the oversight committee 1) has not voted to deny filling the position, and 2) will not convene again for one week or more, the Chair of the oversight committee, in his/her sole discretion, may call a special committee meeting or approve the filling of the position and report such approval to the Committee at its next meeting. In the case where the Chair may approve the filling of the position, a vote by the oversight committee will not be necessary. All vacant positions authorized to be filled in accordance with the procedures set forth in these rules shall be reported each month on the Personnel Committee agenda. If filing of the existing vacant position is denied by any of the above processes, only 2/3rds vote of the County Board of Supervisors can fill the existing vacant position.

8. The Warren County Sheriff is authorized to fill positions that become vacant in the uniform correctional staff to maintain mandated staffing levels at the Warren County Correctional Facility providing those staffing levels not exceed the following:

Correction Officers - 75

Correction Lieutenants - 2

Correction Sergeants - 9

Correction Captain - 1

All notices approved shall remain in effect for six (6) months from the date of committee approval only to allow department heads to properly evaluate probationary employees and take appropriate action when necessary.

F. General

1. Upon the request by any member of the Board of Supervisors, the Clerk of the Board shall draft a Proclamation of acknowledgment, congratulations, commendation or otherwise recognizing a particular person(s), achievement(s), cause(s) or event(s) on behalf of the Board and for execution by the Chair without the need for a Board Resolution. This rule will serve as a standing authorization.
2. No standing rule of the Board shall be rescinded, suspended or changed, or any additional rule or order added thereto, unless it be by 2/3rds consent (as 2/3rds vote defined under Local Law No. 12 of 2011). In the event a rule is suspended, such suspension shall apply only to that matter which is before the Board at the time of such suspension. The rules may be amended at any time.
3. All questions not covered in the rules shall be decided according to Robert's Rules of Order-Revised.
4. The rules of the Board shall be published in the Proceedings in the year first adopted and whenever amended.
5. The rules of the Board shall continue in full force and effect unless and until a new set of rules is adopted by the Board.

Warren County Board of Supervisors

RESOLUTION NO. 2 OF 2022

RESOLUTION INTRODUCED BY CHAIR

DESIGNATING OFFICIAL PAPERS

RESOLVED, that The Post-Star and The Sun Community News (News Enterprise), formerly known as The North Creek News-Enterprise, having been selected by members of this Board for such purposes, be, and hereby are, designated as the newspapers published in the County of Warren for publication of all local laws, notices and other matters required by law to be published.

Warren County Board of Supervisors

RESOLUTION NO. 3 OF 2022

RESOLUTION INTRODUCED BY CHAIR

DESIGNATING DEPOSITARIES

RESOLVED, that pursuant to Section 212 of the County Law, the following named banks are designated as official depositaries of the County of Warren to the limits set opposite the name of each such bank, to wit:

Citizens Bank	\$ 4,000,000.00
JP Morgan Chase, 12 Corporate Woods Boulevard Albany, NY 12211	8,000,000.00
TD Bank, N.A.	4,000,000.00
Glens Falls National Bank & Trust	60,000,000.00
Bank of America	4,000,000.00
NBT Bank, N.A. Northville, NY	10,000.00
Key Bank of N.Y.	1,000,000.00
NBT Bank, N.A. Speculator, NY	10,000.00
M&T Bank 80 State Street Albany, NY 12207	2,000,000.00
NBT Bank, N.A. Glens Falls, NY 12801	4,000,000.00
Adirondack Trust Company 24 Maple Street Glens Falls, NY 12801	4,000,000.00
Community Bank 244 Main Street North Creek, NY 12853	5,000.00

and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to deposit monies received by him in any of the Warren County offices of said banks within the limitations herein before set forth, provided, however, that the County Treasurer shall arrange for such security as is required pursuant to General Municipal Law Section 10 and other applicable laws of the State of New York, and be it further

RESOLVED, that the County Treasurer be, and hereby is, authorized to continue the investment of funds only in the above designated Warren County banks.

Warren County Board of Supervisors

RESOLUTION NO. 4 OF 2022

RESOLUTION INTRODUCED BY CHAIR

REAPPOINTING CLERK OF THE BOARD OF SUPERVISORS

RESOLVED, that Amanda Allen, be, and hereby is, reappointed as Clerk of the Board of Supervisors, effective January 1, 2022 for the term of office for which the current Board of Supervisors were elected, at the salary and compensation as established in the Salary and Compensation Plan for Warren County.

Warren County Board of Supervisors

RESOLUTION NO. 5 OF 2022

RESOLUTION INTRODUCED BY CHAIR

REAPPOINTING WARREN COUNTY ATTORNEY

RESOLVED, that Larry Elmen, be, and hereby is, reappointed as Warren County Attorney, effective January 1, 2022 for the term of office for which the current Board of Supervisors were elected, at the salary and compensation as established in the Salary and Compensation Plan for Warren County.

Warren County Board of Supervisors

RESOLUTION NO. 6 OF 2022

RESOLUTION INTRODUCED BY CHAIR

REAPPOINTING WARREN COUNTY AUDITOR

RESOLVED, that Carla Curren, be, and hereby is, reappointed as Warren County Auditor effective January 1, 2022, for a term of office for which the current Board of Supervisors were elected, at the salary and compensation as established in the Salary and Compensation Plan for Warren County.

Warren County Board of Supervisors

RESOLUTION NO. 7 OF 2022

RESOLUTION INTRODUCED BY CHAIR

REAPPOINTING WARREN COUNTY PUBLIC DEFENDER

RESOLVED, that Marcy Flores be, and hereby is, reappointed as Public Defender for Warren County, effective January 1, 2022, for a term of office for which the current Board of Supervisors were elected, at the salary and compensation as established in the Salary and Compensation Plan for Warren County.

Warren County Board of Supervisors

RESOLUTION NO. 8 OF 2022

RESOLUTION INTRODUCED BY CHAIR

REAPPOINTING WARREN COUNTY PURCHASING AGENT

RESOLVED, that Julie Butler, be, and hereby is, reappointed as Warren County Purchasing Agent, effective January 1, 2022 for the term of office for which the current Board of Supervisors were elected, at the salary and compensation as established in the Salary and Compensation Plan for Warren County.

Warren County Board of Supervisors

RESOLUTION NO. 9 OF 2022

RESOLUTION INTRODUCED BY CHAIR

AUTHORIZING BLANKET OFFICIAL UNDERTAKING FOR COUNTY OFFICERS REQUIRED BY LAW TO EXECUTE AND FILE OFFICIAL UNDERTAKINGS

WHEREAS, certain County Officers are required to execute and file undertakings by reason of provision of County Law, and

WHEREAS, Public Officers Law §11 allows for the substitution of a blanket undertaking for individual undertakings, and

WHEREAS, the County of Warren has in effect a blanket undertaking for all County Officers required by law to execute and file undertakings, and

WHEREAS, said blanket undertaking provides coverage for the failure of County officers to faithfully perform their duties or to account for all moneys or property received by them by virtue of their positions, as well as for any fraudulent or dishonest acts, and

WHEREAS, Public Officers Law §11 requires that the Board of Supervisors approve the blanket undertaking as to form and sufficiency of coverage, now, therefore, be it

RESOLVED, that the Board of Supervisors hereby approves a blanket undertaking issued as Policy No. 106215725 by Travelers Insurance Company, the limits of which are attached hereto as “Schedule A”, which Policy provides coverage for all County Officers and employees, as required by Public Officers Law §11, with an appropriate deductible established at the time of the purchase of the policy in accordance with the usual practice of the County, and be it further

RESOLVED, that the Clerk of the Board is hereby ordered to forward a certified copy of this resolution, along with a copy of said blanket undertaking, to the Office of the Warren County Clerk for filing.



**Travelers Casualty and Surety Company of America
Hartford, Connecticut**
(A Stock Insurance Company, herein called the Company)

ITEM 1	NAMED INSURED: WARREN COUNTY D/B/A: Principal Address: 1340 State Rt. 9 LAKE GEORGE, NY 12845
ITEM 2	POLICY PERIOD: Inception Date: January 1, 2020 Expiration Date: January 1, 2023 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com Fax: (888) 460-6622 Mail: Travelers Bond & Specialty Insurance Claim 385 Washington St. – Mail Code 9275-NB03F St Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Crime

ITEM 5	CRIME		
	Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
	A. Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	See Endorsement Not Covered Not Covered	
	B. Forgery or Alteration	\$500,000	\$5,000
	C. On Premises	\$100,000	\$10,000
	D. In Transit	\$100,000	\$10,000
	E. Money Orders and Counterfeit Money	Not Covered	
	F. Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$1,000,000 Not Covered	\$10,000
	G. Funds Transfer Fraud	\$1,000,000	\$10,000
	H. Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered \$25,000	\$0
	I. Claim Expense	\$5,000	\$0

<p>ITEM 5. (Cont'd)</p>	<p>If "<i>Not Covered</i>" is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this Crime Policy.</p> <p>Policy Aggregate Limit of Insurance: <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period for Insuring Agreements A through H, inclusive, is: Not Applicable</p> <p>If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. <u>Limit of Insurance</u> a. <u>Policy Aggregate Limit of Insurance</u>.</p> <p>Cancellation of Prior Insurance: By acceptance of this Crime Policy, the Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this Crime Policy becomes effective.</p> <p>INSURED'S PREMISES COVERED:</p> <p>All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except: Not Applicable</p>
<p>ITEM 6</p>	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$20,436.00 Policy Premium</p> <p>\$6,812.00 Annual Installment Premium</p>
<p>ITEM 7</p>	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: ACF-7006-0511; CRI-3001-0109; CRI-7126-0109; CRI-7129-0109; CRI-19072-0315; CRI-19101-1117; CRI-19085-0919; CRI-7019-0109; CRI-5033-0613; CRI-17001-0317; CRI-19097-0517</p>

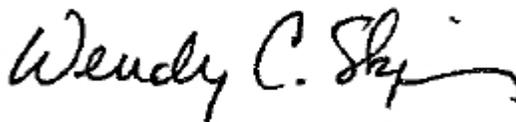
THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:

Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106215725**



CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered*," then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

- a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or
 - b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and
2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;
2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;
3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
 - a. directly caused by an actual or attempted **Robbery**; or
 - b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and
4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or
5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft, Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

- a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or
 - b. an armored motor vehicle company.
2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:
- a. **a Messenger**; or
 - b. an armored motor vehicle company.
3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money, Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or
2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

- a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and
- b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

- a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or
- b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;
2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and
3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.
2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.
3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.
4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.
5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.
6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. *Change of Control* means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

- B. **Claim Expenses** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.
- C. **Client** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.
- D. **Client's Premises** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.
- E. **Computer Fraud** means:
 The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:
1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
 2. to a place outside the **Premises** or **Financial Institution Premises**.
- F. **Computer Program** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.
- G. **Computer System** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.
- H. **Computer Violation** means:
1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
 2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.
- I. **Computer Virus** means a set of unauthorized instructions, programmatic or otherwise:
1. directed solely against the **Insured**; and
 2. that propagate themselves through the **Computer System** or networks;
- provided such instructions were maliciously introduced by a natural person.
- J. **Counterfeit** means an imitation of **Money** that is intended to deceive and to be taken as genuine.
- K. **Covered Instruments** means:
1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
 2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.
- L. **Covered Personal Instruments** means:
1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to a **Management Staff Member** for personal use.
- M. **Credit, Debit or Charge Card** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.
- N. **Crime Policy** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.
- O. **Digital Signature** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- P. **Discover, Discovered, or Discovery** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:
1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
 2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,
- whichever occurs first.
- Q. **Electronic Data** means facts or information converted to a form:
1. usable in a **Computer System**;
 2. that does not provide instructions or directions to a **Computer System**; or
 3. that is stored on electronic processing media for use by a **Computer Program**.
- R. **Electronic Signature** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- S. **Employee** means:
1. any natural person:
 - a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
 - b. who the **Insured** compensates directly by salary, wages or commissions; and
 - c. who the **Insured** has the right to direct and control while performing services for the **Insured**;
 2. any natural person who is temporarily furnished to the **Insured**:
 - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
 - b. to meet seasonal or short-term workload conditions;

while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
4. any natural person:
 - a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;
 - b. who is a non-compensated officer;
 - c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;
 - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
 - e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;
 - g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or
5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

- T. **Employee Benefit Plan** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.
- U. **Employee Benefit Plan Sponsor** means:
 1. the **First Named Insured**,
 2. any **Subsidiary**, or
 3. any other entity listed in Item 1. of the Declarations.

V. **Fiduciary** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money, Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. **Financial Institution** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. **Financial Institution Premises** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. **First Named Insured** means the entity first named in ITEM 1 of the Declarations.

Z. **Forgery**, or **Forged** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. **Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. **Identity Fraud Expense** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;
4. lost wages, up to a maximum payment of \$1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:
 - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
 - b. to complete fraud affidavits or similar documents; or
 - c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;
5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
6. reasonable attorney fees incurred, with the Company's prior written consent, for:
 - a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
 - b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
 - c. challenging the accuracy or completeness of any information in a consumer credit report; and
7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
 - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
 - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
 - a. the **First Named Insured**,
 - b. any **Subsidiary**,
 - c. any **Sponsored Plan**, or
 - d. any other entity listed in Item 1. of the Declarations.

EE. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. **LLC Member** means any natural person who has an ownership interest in a limited liability company.

- GG. **Management Staff Member** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.
- HH. **Messenger** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.
- II. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- JJ. **Officer-Shareholder** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.
- KK. **Other Property** means any tangible property other than **Money** and **Securities** that has intrinsic value.
- LL. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.
- MM. **Premises** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.
- NN. **Restoration Expense** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
 2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
 3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
 4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
 5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
 6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
 7. the **Insured's** lost revenue, sales or profits; or
 8. expenses incurred by any customer.
- OO. **Robbery** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:
1. caused or threatened to cause that person bodily harm; or
 2. committed an unlawful act witnessed by that person.
- PP. **Safe Burglary** means the unlawful taking of:
1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

2. a safe or vault from inside the **Premises**.

QQ. **Securities** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit, Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

- a. any act or series of related acts or events involving one or more persons; or
- b. any act, acts or events involving a person or group of persons acting together;

whether identified or not, both during and before the **Policy Period**.

SS. **Sponsored Plan** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. **Subsidiary** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. **Theft** means:

1. under Insuring Agreement A.3., the intentional unlawful taking of **Money, Securities and Other Property** to the deprivation of a **Client**;
 2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
 3. under all other Insuring Agreements, the intentional unlawful taking of **Money, Securities and Other Property** to the **Insured's** deprivation.
- VV. **Transfer Account** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:
1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
 2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

- A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.
- B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.
- C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..
- D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..
- E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..
- F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..
- H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..
- I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..
- J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.
- K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

- L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.
- M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:
1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
 2. **Computer Programs.**
- N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..
- O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
1. an inventory computation or physical count; or
 2. a profit and loss computation;
- provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.
- P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..
- Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:
1. loss of or damage to **Money** or **Securities**; or
 2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..
- S. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.
- T. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.
- U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
- V. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.
- W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..
- X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

- Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:
1. an accounting or arithmetical error or omission;
 2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
 3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
 4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
 5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.
- Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities** or **Other Property**.
- AA. This **Crime Policy** will not apply to loss arising from any **Credit, Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.
- BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.
- CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. **CONDITIONS**

A. **GENERAL CONDITIONS**

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

- a. the Company will cover loss the **Insured** sustains anywhere in the world, and
- b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

- a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and
- b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

- a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:
 - i. that the **Insured** owns or leases;
 - ii. that the **Insured** holds for others:
 - (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or
 - (b) while in transit and in the care and custody of a **Messenger**; or
 - iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

- b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

- i. that the **Insured's Client** owns or leases;
- ii. that the **Insured's Client** holds for others; or
- iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Crime Policy**;
- b. the **Money, Securities or Other Property**;
- c. the **Insured's** interest in the **Money, Securities or Other Property**; or
- d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

- i. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;
- ii. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

- i. the actual amount of such **Single Loss**; or

- ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

- a. notify the Company as soon as possible;
- b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
- c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
- d. give the Company a detailed, sworn proof of loss within 120 days; and
- e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

- a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:
 - i. at face value in the **Money** issued by that country; or
 - ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;
- b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:
 - i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

SCHEDULE "A"

- ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;
- c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:
 - i. the applicable Single Loss Limit of Insurance;
 - ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or
 - iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

- a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:
 - i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;
 - ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;
 - iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and
 - iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.
- b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

- c. Recoveries do not include any recovery:
 - i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or
 - ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

- a. unless the **Insured** has complied with all the terms of this **Crime Policy**;
- b. until 90 days after the **Insured** has filed proof of loss with the Company; and
- c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

- 1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;
- 2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and
- 3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:
 - a. sustained by two or more **Employee Benefit Plans**; or

- b. of commingled **Money, Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:
 - a. in its entirety immediately upon the expiration of the **Policy Period**;

- b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
 - c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
 - d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.
4. This **Crime Policy** terminates as to any **Employee**:
- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of \$10,000; or
 - b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money, Securities** or **Other Property** is in an amount in excess of \$10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section **I. INSURING AGREEMENTS, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

Faithful Performance of Duty

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities and Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **\$2,000,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section **III. DEFINITIONS**:

Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section **IV. EXCLUSIONS**:

This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure**.

5. The following replaces paragraph 4.a. of section **V. CONDITIONS, D. CANCELLATION OR TERMINATION**:

4. This **Crime Policy** terminates as to any **Employee**

- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy**, involving **Money, Securities or Other Property** in an amount in excess of \$10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

Indemnification

The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money, Securities and Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GOVERNMENT ENTITY CRIME ENDORSEMENT
INCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS**

This endorsement modifies the following:

Crime

It is agreed that:

1. Item 5. of the **DECLARATIONS, Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity		
1. Employee Theft - Per Loss Coverage	\$2,000,000	\$20,000
2. Employee Theft - Per Employee Coverage		

2. Section **I. INSURING AGREEMENTS, A. FIDELITY** is replaced with the following:

A. FIDELITY

1. Employee Theft - Per Loss Coverage

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. Employee Theft - Per Employee Coverage

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section **II. GENERAL AGREEMENTS, A. JOINT INSURED, 5.** is replaced with the following:

5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section **III. DEFINITIONS** is amended as follows:

- A. Definition DD. **Insured** is replaced with the following:

DD. **Insured** means:

1. the **First Named Insured**,
2. any **Sponsored Plan**, or
3. any other entity listed in Item 1. of the Declarations.

- B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.1:
 - a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

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2. for purposes of Insuring Agreement A.2.:
- a. an individual act;
 - b. the combined total of all separate acts; or
 - c. a series of related acts;
- committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**.

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section **IV. EXCLUSIONS** is amended as follows:

- A. Exclusion C is replaced by the following:
 - C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.
- B. References to Insuring Agreement A.3. are deleted from Exclusions D, E, F, G, H, O, P, W, and X.
- C. Exclusion CC. is replaced by the following:
 - CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.
- D. The following Exclusion is added:
 - DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

6. Section **V. CONDITIONS** is amended as follows:

- A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.
- B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.
- C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 3. **The Insured's Duties in the Event of a Loss**, b. is replaced with the following:
 - b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., or F.2., involves a violation of law;
- D. Section **C. EMPLOYEE BENEFIT PROVISIONS - INFLATION GUARD** is deleted.
- E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:
 - b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;
 - c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:
Indemnification

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or
3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS, 1., Territory Covered**:

1. Territory Covered

- a. Except as indicated in Item 5. of the Declarations,

- i. the Company will cover loss the **Insured** sustains anywhere in the world, and
- ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

- b. This **Crime Policy** does not apply to:

- i. loss sustained by an **Insured** domiciled; or
- ii. loss of **Other Property** located,

in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

- c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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3. The following is added to section **V. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4. The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:
2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

V. **Fiduciary** means:

1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**;
or
2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money, Securities, or Other Property** that belongs to an **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**,

provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities, or Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:
3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	\$100,000	\$5,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

SOCIAL ENGINEERING FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

1. a **Vendor**, or that **Vendor's** attorney;
2. a **Client**, or that **Client's** attorney;
3. an **Employee**; or
4. an **Authorized Person**,
through the use of a **Communication**.

Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS, G. Computer System**:

G. Computer System means:

1. any computer; and
2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer, that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section III.

DEFINITIONS, C. Client:

C. **Client** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section III. **DEFINITIONS, E. Computer Fraud:**

E. **Computer Fraud** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

1. by a natural person or entity, other than an **Employee, Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money, Securities, or Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
2. made by an **Employee or Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section I. **INSURING AGREEMENTS, F. COMPUTER CRIME** .

For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee, Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section III. **DEFINITIONS, AA. Funds Transfer Fraud:**

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money or Securities** from the **Transfer Account** , which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money or Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section III. **DEFINITIONS, DD. Insured:**

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
 - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
 - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.
2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
 - a. the **First Named Insured**,
 - b. any **Subsidiary**,
 - c. any **Sponsored Plan**, or
 - d. any other entity listed in Item 1. of the Declarations.

9. The following replaces section **IV. EXCLUSIONS, G., H., and R.:**
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud, 2., F.2., G.,** or the Social Engineering Fraud Insuring Agreement.
- H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
1. the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
 2. any other giving or surrendering of, or voluntary parting with, **Money, Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
 - a. Insuring Agreement A.;
 - b. Insuring Agreement E.;
 - c. Insuring Agreement F1., or
 - d. the Social Engineering Fraud Insuring Agreement.
10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS, T.:**
- T. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property:**
1. while in the mail; or
 2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.
11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS:**
- This **Crime Policy** will not apply to:
- a. loss or damage due to **Theft** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud,** or acceptance of money orders or **Counterfeit Money;**
 - b. loss due to any investment in **Securities,** or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
 - d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
 - e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
 - f. loss due to any party's use of or acceptance of any **Credit, Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
 - g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution.**

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT LOSS PAYABLE ENDORSEMENT

This endorsement modifies the following coverage:

Crime

It is agreed that:

- This endorsement modifies all Insuring Agreements forming part of this **Crime Policy**, unless specified below as indicated by the corresponding and then only to those so indicated:
 - A. FIDELITY
 - Employee Theft ERISA Fidelity Employee Theft of Client Property
 - B. FORGERY OR ALTERATION
 - C. ON PREMISES
 - D. IN TRANSIT
 - E. MONEY ORDERS AND COUNTERFEIT MONEY
 - F. COMPUTER CRIME
 - Computer Fraud Computer Program and Electronic Data Restoration Expense
 - G. FUNDS TRANSFER FRAUD
 - H. PERSONAL ACCOUNTS PROTECTION
 - I. CLAIM EXPENSE
- The **Insured** agrees that any loss payable under the Insuring Agreement(s) indicated above and involving **Money** or **Other Property** in which the designated Loss Payee has an interest shall be paid jointly to the **Named Insured** and to the Loss Payee designated below:

Loss Payee Name

Loss Payee Address

Housing Trust Fund Corp & Div of Housing & Community Renewal

38-40 State Street, Floor 4 South, Albany, NY 12207

Susan Culver; RESTORE Program; Housing Trust Fund Corporation

and any such payment shall constitute payment to the **Insured**. The Company agrees to make all such payments to the **Named Insured** and to the Loss Payee, and the Company will not make any payment solely to the **Named Insured** unless the Company receives a request in writing from the Loss Payee to make such payment solely to the **Insured**.

- The **Company's** liability under the Insuring Agreement(s) indicated above as extended by this endorsement are not cumulative.
- No rights or benefits are bestowed on the Loss Payee other than payment of the loss as set forth herein.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 106215725

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section *V.*, **CONDITIONS, D.2.**:
2. The Company may cancel:
 - a. this **Crime Policy** in its entirety;
 - b. an Insuring Agreement; or
 - c. coverage for any **Insured**;

CANCELLATION OF POLICIES IN EFFECT 60 DAYS OR LESS

The Company may cancel this **Crime Policy** for failure to pay a premium when due by mailing or delivering to the **First Named Insured** written notice of cancellation, including amount due, at least **20** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation if the Company cancels for nonpayment of premium, unless payment in full is received within twenty (20) days of the **First Named Insured's** receipt of such notice of cancellation.

CANCELLATION OF POLICIES IN EFFECT FOR MORE THAN 60 DAYS

If this policy has been in effect for more than 60 days, or if this **Crime Policy** is a renewal or continuation of a policy, the Company may cancel for nonpayment of premium by mailing or delivering to the **First Named Insured** written notice of cancellation, including amount due, at least **20** days (number of days must equal or exceed twenty (20) days) before the effective date of cancellation, unless payment in full is received within twenty (20) days of the **First Named Insured's** receipt of such notice of cancellation; or **60** days (number of days must equal or exceed sixty (60) days) before the effective date of cancellation if the Company cancels for any reason scheduled below.

The Company may cancel for any of the following reasons:

- a. nonpayment of premium,
- b. conviction arising out of acts increasing the hazard,
- c. fraud or misrepresentation in obtaining the policy or in making a claim under the policy,
- d. act or omission or violation of policy condition that substantially and materially increases hazard insured against after the policy inception,
- e. material change in the nature and extent of the risk beyond that originally contemplated,
- f. determination by the Superintendent that continuation of the present premium volume would jeopardize the Company's solvency or be hazardous to the stockholders, creditors, or public,
- g. determination by the Superintendent that continuation of the policy would violate the law,
- h. cancellation is permitted, in professional liability coverages, if the **Insured's** license to practice his or her profession is revoked or suspended, or if the **Insured** is a hospital, it no longer possesses a valid operating license.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106215725**

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the Company, as well as to the authorized agent or broker. The Company will include the reason for cancellation in this notice. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section **V., CONDITIONS, D. CANCELLATION OR TERMINATION:**

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company decides not to renew this policy the Company will send notice as provided below.

a. **CONDITIONAL RENEWAL**

If the Company conditionally renews this policy subject to a(an):

- (1) change of limits;
- (2) change in type of coverage;
- (3) reduction of coverage;
- (4) increased deductible;
- (5) addition of exclusion; or
- (6) increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit; or

b. **NOTICES OF NONRENEWAL AND CONDITIONAL RENEWAL**

(1) If the Company decides not to renew this policy or to conditionally renew this policy the Company will mail or deliver written notice to the **First Named Insured** at least **60** days (number of days must equal or exceed 60 days but not more than 120 days) before the expiration date set forth in ITEM 2 of the Declarations. Notice will be mailed or delivered to the **First Named Insured** at the address shown in the policy and to the authorized agent or broker. It will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes. If the Company violates any of the provisions of paragraphs above by sending the **First Named Insured** an incomplete or late conditional renewal notice or a late non-renewal notice:

- a. coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered unless the **Insured**, during this 60 day period, has replaced the coverage or elects to cancel.
- b. on or after the Expiration Date set forth in ITEM 2 of the Declarations, such coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the **Insured**, during this additional policy period, has replaced the coverage or elects to cancel.

The Company will not send the **Insured** notice of nonrenewal or conditional renewal if the **Insured**, the **Insured's** authorized agent or broker or another insurer of the **Insured's** mails or delivers notice that the policy has been replaced or is no longer desired. Any notice of cancellation will state the effective date of cancellation and the policy period will end on that date.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK INSURANCE REGULATION 209 ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following is added to section V. **CONDITIONS, D. CANCELLATION OR TERMINATION, 4.:**

However, termination of coverage as to any **Employee** of an **Insured** located in New York as set forth above will not apply to any such **Employee** if: (a) the dishonest act was committed by that **Employee** prior to becoming employed by the **Insured**, (b) the dishonest act resulted in a conviction of that **Employee**; and (c) the **Insured** made a determination to hire or retain the **Employee** utilizing the factors set out in Correction Law Article 23-A.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106215725**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE EXCLUSION BB. ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **IV. EXCLUSIONS, BB.:**

BB. Except as outlined in section II. GENERAL AGREEMENTS, C. and D., this **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **106215725**

Warren County Board of Supervisors

RESOLUTION NO. 10 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN (2021 Personnel, Administration & Higher Education Committee)

APPROVING REVISIONS TO THE WARREN COUNTY WORKPLACE VIOLENCE PREVENTION PLAN AND PROGRAM

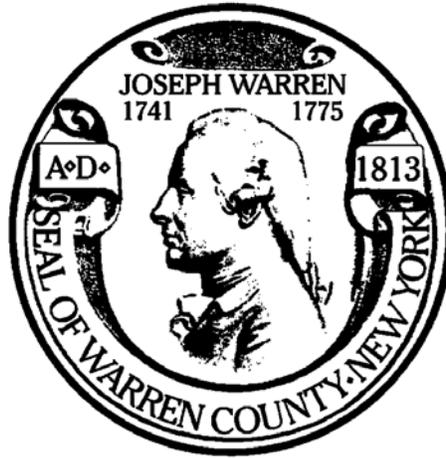
WHEREAS, New York State Labor Law Section 27(b), as amended by the 2006 New York State Legislature, requires that public employers are to evaluate the safety of their workplace and implement workplace safety training for all employees, and

WHEREAS, pursuant to Resolution No. 108 of 2007, the Warren County Board of Supervisors authorized the implementation of a program on workplace violence, which program was subsequently amended by Resolution Nos. 174 of 2012, 138 of 2016, 237 of 2017, 136 of 2019 and 337 of 2020, and

WHEREAS, the County Administrator has proposed additional revisions to the workplace violence program which were presented to the Personnel & Administration Committee who approved the changes and has recommend that the same be advanced to the full Board of Supervisors for consideration, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves and authorizes the implementation of the revised Workplace Violence Prevention Plan and Program for Warren County, annexed to this resolution and presented at this meeting, with a review of said program to be made on an annual basis by the Personnel & Administration Committee, and be it further

RESOLVED, that said Program shall take effect immediately and will be available for review in accordance with the provisions of the Workplace Violence Prevention Plan and Program.



Warren County

Workplace Violence Prevention Plan and Program

Date Last Adopted: _____

Warren County

Workplace Violence Prevention Plan and Program

Section 27-b of the New York State Labor Law requires public employers (other than schools covered under the school safety plan requirements of the education law) to perform a workplace violence evaluation or risk evaluation at each worksite and to develop and implement programs to prevent and minimize workplace violence caused by assaults and homicides. The Law is designed to ensure that the risk of workplace assaults and homicides are regularly evaluated by public employers and that a workplace violence protection program is implemented to prevent and minimize the hazard to public employees.

The workplace evaluations must identify factors which may place the workforce at risk to occupational assaults or homicides. The results of the evaluation and the risk factors found are to be shared with employees initially and annually thereafter.

I. Board of Supervisors Policy Statement:

Warren County is committed to providing a safe workplace for our employees. We recognize that workplace violence presents a serious occupation safety hazard for workers. Therefore, Warren County has developed and shall implement this workplace violence prevention plan and program.

II. Defining Workplace Violence:

- A. In accordance with Section 27-b of the New York State Labor Law and for the purpose of this workplace violence prevention plan, workplace violence is any physical assault, threatening behavior or verbal abuse occurring in the work setting within Warren County.

The workplace violence prevention plan has been developed to address three distinct types of Workplace Violence threats:

- Type 1 Threat: Physical assault, threatening behavior or verbal abuse by an assailant with no known legitimate relationship to the workplace who enters the workplace to commit a robbery or other criminal act.
- Type 2 Threat: Physical assault, threatening behavior or verbal abuse by a recipient of a service provided by the County.
- Type 3 Threat: Physical assault, threatening behavior or verbal abuse by a current or former worker, supervisor or manager, or another person who has some employment-related involvement with the County, such as a worker's spouse or lover, a worker's relative or friend or another person who has a dispute with one of our employees.

- B. Workplace violence may include threats in the following specific situations or when made in person, in writing, by telephone or electronic communication:
- Non-specific threats of violence by employee
 - Specific threats of violence by employee
 - Threats of violence directed against an employee by a non-employee

- Violent confrontation by a spouse or significant other with an employee over a personal/domestic dispute
- Threats or threatening conduct by disgruntled or ex-employees
- Violent altercations between two employees or employee and supervisor
- Multiple assaults by intruder

C. Typical warning signs of potentially violent individuals may include:

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility, extreme agitation; making ominous threats such as: "bad things will happen" to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance, irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in County policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

III. Workplace Violence Prevention Risk Evaluation:

Warren County has performed "risk evaluations" of certain the facilities identified in article V(f) as a means of inspection of workplaces to determine the presence of existing or potential hazards that might place employees at risk from physical assault, threatening behavior or verbal abuse. The County employed the following techniques in developing risk evaluations for the facilities where the evaluations have been concluded and will also use the same techniques where the evaluations have not been concluded:

- An examination of the history of past incidents to identify patterns or trends which occurred in each workplace;
- A review of occupational injury and illness logs (SH 900) and incident reports to identify injuries that may have resulted from workplace violence incidents;
- Conducting workplace building security surveys.

IV. Risk Factors Identified In Section III Above:

A review of the activities carried out at Warren County's facilities and by County employees, indicates that threats of violence may be initiated by any of the three types of individuals listed in item II. above. Many of the County's employees work closely with the public in situations at the following locations/worksites:

- Municipal Center which includes the County Clerk, Treasurer, Board of Supervisors, Civil Service, County Court as well as several other County departments.
- Human Services building which contains Social Services, Planning, Building Codes, Self-Insurance, Veterans Affairs as well as other County departments.
- Highway Department including Parks, Recreation & Railroad, Up Yonda & Airport
- Buildings and Grounds
- Countryside Adult Home
- Public Safety building which contains the Sheriff's Department and the correctional facility

- Employment and Training Offices
- Community Services Offices
- Office for the Aging Nutritional sites

The County has determined that the following are some of the factors or situations in County workplaces that might place employees at risk of physical assault, threatening behavior or verbal abuse:

- Duties that involve the handling or exchange of monies
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments (IE health care, probation, social services, building inspection, criminal justice settings, & highways.)
- Working alone or in small numbers (IE working late at night, during early morning hours or anytime the workplace is not fully staffed.)
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Bomb threats
- Working in rural or sparsely populated areas
- Working in a poorly lit environment

V. Workplace Violence Prevention Responsibility:

A. The County has identified the following responsibilities for implementing and maintaining the provisions of the Workplace Violence Prevention Program:

- The County Administrators Office is responsible for implementation of the Plan and for coordinating the delivery of required annual employee workplace violence prevention training and for ensuring that all new employees receive a copy of the Plan and required training.
- The County Administrators Office is also responsible for annual plan review, ensuring that its provisions are implemented and answering all employee questions relative to Workplace Violence Prevention procedures.
- All County employees will attend Workplace Violence Prevention training and review the contents of the plan. Training will be scheduled and announced as necessary. In addition this plan will be available from Department Heads and/or supervisors and will be posted in employee accessible areas.
- The County Administrators Office is responsible for annual employee training requirements.
- Department Heads will also conduct a formal review of any workplace violence incidents and within 30 days of the occurrence of an incident may recommend enhancements to the existing Plan and procedures. These formal reviews together with any written report or notice filed by an employee or other person shall be sent to the Warren County Administrator, Human Resources Director, County Attorney and Self Insurance Administrator for their review. Annually, the County Administrator shall conduct a review of all written reports or notices filed during the past year with the County Attorney, Human Resources Director, Self Insurance Administrator, outside consultant, if any, and representatives of the CSEA, PBA and Alliance Unions for purposes of identifying patterns of injuries in particular areas of the workplace or incidents which involves specific operations or individuals, mitigating actions taken, and further, if any, recommendations regarding amendments to the Workplace Violence Prevention Plan, polices of the workplace, work practices and/or work procedures. Any reports/notices

that are examined during the course of the annual review shall be redacted of any names or other information that is required to be redacted by laws, rules or regulations concerning matters of confidentiality.

- The Warren County Sheriff's Department or State Police will respond when the incident requires a police investigation based upon the reporting procedures outlined in this policy. The Investigating Officer will provide a preliminary report to the County Administrator within 15 days of the occurrence of a workplace violence incident. The County Administrator will provide a copy of the report to the Department Head, Human Resources Director and Self Insurance Administrator.

B. Injury and Illness Recordkeeping and Reporting Requirements for Workplace Violence Incidents:

Currently, Warren County is required to record and report workplace violence incidents in accordance with New York State Labor Law, Section 27-a (Public Employer Safety and Health Act). 12 NYCRR Part 801 Recording and Reporting Public Employees' Occupational Injuries and Illnesses, specifies conditions for employer recordkeeping and reporting requirements. Specifically, an employer is required to record an employee workplace violence injury if it results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid and loss of consciousness.

Employers are also required to report employee workplace violence related fatalities and multiple hospitalizations to the Department's Public Employee Safety and Health (PESH) Bureau within 8 hours of the incident.

(Refer to 12 NYCRR Part 801 for complete information pertaining to employee recordkeeping and PESH reporting requirements)

C. Employee Communication:

To properly maintain a safe, healthy and secure workplace the County is committed to having an open, two-way communication policy between all employees on all workplace safety, health and security issues. This communication is designed to encourage a continuous flow of safety and health information between management and employees without fear of reprisal and is readily understandable. This communication system will provide and accomplish the following:

- Employee orientation and training on workplace violence prevention and worksite security policies, procedures and work practices.
- Periodic review of the Workplace Violence Prevention Plan and Program with all personnel.
- Training programs designed to address specific aspects of workplace violence prevention and security that are unique to the County.
- Discussion of Workplace Violence Prevention at regularly scheduled safety and health meetings.
- Posted or distributed workplace security information.
- A system for employees to readily inform management about workplace security hazards or threats of violence.
- Procedures for protecting any employee who reports a threat from retaliation by the person making the threat.

D. Preventing Workplace Violence at worksites:

There is no single ingredient that will prevent or reduce violence in the workplace. Preventative measures must be based on a thorough understanding of risk factors associated with the various types of workplace violence that could occur. While understanding the factors that lead to workplace violence are not always evident, sufficient information is available which can reduce the risk. However, strong management commitment, and the day-to-day involvement of department managers, supervisors, employees and labor unions, is required to reduce the risk of workplace violence. To that end, the County will utilize the following measures in developing and maintaining its Workplace Violence Prevention Program:

- **Foster a supportive harmonious work environment:** Create a culture of mutual respect to help reduce harassment and hostility in the workplace. Management will strive to communicate openly, give employees adequate control in their work and provide them with support and recognition. Conflict and stress are lower when employees feel empowered to work independently and are motivated to work cooperatively.
- **Train employees on how to resolve conflicts:** Conflicts on the job can be reduced by developing employee skills in negotiating, communicating effectively, team building and resolving disputes.
- **Develop effective policies to protect employees from harassment:** Strive to build a culture free of harassment and discrimination and advance this goal by having systems in place to address infractions. Warren County will not tolerate physical assault, threatening behavior or verbal abuse. Further, all complaints will be expeditiously and thoroughly investigated. Appropriate action will be taken to those who violate this policy.
- **Establish procedures for handling grievances:** Employees will follow grievance procedures for reporting complaints of unfair treatment, discrimination or harassment.
- **Provide personal counseling through an employee assistance program:** Employees can use County resources to address personal concerns. If a physical assault, threatening behavior or verbal abuse incident occurs at work, support services can be made available by the County to help employees cope with their fears and concerns.
- **Implement security programs that protect employees:** The County has a variety of methods in-place to ensure worker safety. Such methods include: access control to facilities; employee background screening; and, employee safety awareness and training.
- **Provide employee safety education programs:** In addition to making workers aware of safety policies and employee support services, the County will provide education on ways to maximize safety at work.
- **Train supervisory personnel on how to recognize signs of a troubled employee:** The County will provide periodic information and/or training to managers and supervisors on how to recognize signs and symptoms of a potentially violent employee. Also, supervisory personnel can be instructed on how to be sensitive to signs of possible abuse among employees, such as frequent absences or depression.

E. Reporting Workplace Violence Incidents:

Any employee or representative thereof, who believes that a serious violation of the Workplace Violence Prevention Plan and Program has occurred or that an imminent danger exists, should bring such matter to the attention of a Supervisor or Department Head in the form of a written notice. The

referral is not required where imminent danger or threat exist to the safety of a specific employee or to the general health of a specific patient and an employee reasonably believes in good faith that reporting to a Supervisor or Department Head would not result in corrective action. When a workplace violence incident results in a serious injury, emergency responders such as Police, Fire and/or Ambulance personnel will be promptly notified. Workplace violence incidents that include physical violence or the threat thereof the Warren County Sheriff's Department or State Police shall be notified. The County Administrator, Department Head and employee's supervisor will also be immediately notified. Based on the seriousness of the incident, the County Administrator may assemble a Workplace Violence Management Response Team which may include the County Attorney, law enforcement, Employee Assistance Program Coordinator, various Department Managers, representatives from the Employee Safety and Health Committee, Employee Union representatives and other others as deemed necessary. This team will evaluate the details of the violent incident, implement required employee safety measures, coordinate with the victim's family, other employees, the media and law enforcement personnel, and refer victims to appropriate assistance and community service programs that may include crisis counseling. If following a referral of such matter to the employee's supervisor's attention and after a reasonable opportunity to correct such activity, policy or practice the matter has not been resolved and the employee or representative of employees still believes that a violation of a workplace violence prevention program remains, or that an imminent danger exists, such employee or representative employees may request an inspection by giving notice to the New York State Commissioner of Labor of such violation or danger. Such notice and request shall be in writing, shall set forth with reasonable particularity the grounds for the notice, shall be signed by such employee or representative of employees, and a copy shall be provided by the New York State Commissioner of Labor to the employer or the person in charge no later than the time of inspection, except that on the request of the person giving such notice, such person's name and the names of the individual employees or representative employees shall be withheld. Such inspection shall be made forthwith.

F. County Worksite Security:

The County primarily provides services to County residents and visitors and its worksites must remain accessible to its clients as necessary. Therefore there is no intention to fortify facilities. The County will provide training to all employees as the primary means of reducing workplace violence. The County will utilize barriers, controlled entries, etc. where such are necessary. In addition, the following physical security measures are also employed at the various facilities as appropriate:

- Maintain exterior lighting, especially in areas where employees walk to their cars.
- As needed, prune landscaping to eliminate hiding places near entrances, walkways and parking areas.
- Keep all non-public entrances closed and locked. Post signs (where necessary) indicating public entrances.
- Post emergency numbers for police, fire and medical services.
- Equip vehicles with two way radios as necessary.

The following details the specific risks and control measures for each of the County's facilities listed below:

- Municipal Center
- Human Services Building

- Countryside Adult Facility
- Public Safety Building
- Employment and Training Offices
- Community Services Offices
- Office for the Aging Nutritional Sites
- Department of Public Works

Summary of Buildings and Office locations

1. Municipal Center

The building houses several County departments including Assigned Counsel, County Attorney, County Auditor, Legislative Board, County Administration, Civil Service, District Attorney, Dept of Motor Vehicles, County Clerk, Health Services, Information Technology, Emergency Services, Probation, Public Defender, Real Property, Tourism, Treasurer, Weights and Measures, Human Resources, and the Women Infant & Children department. The building also houses the Warren County Court and NYS Supreme Court facilities. There are two (2) public entrances to the building which are attended by security. The remaining entrances (except the Courts which are under separate security) are locked but access by employees and other authorized individuals with FOBS (which are administered by Buildings and Grounds). The court area is accessible only with key or via a public entrance that is through magnetometers with armed security staff. The wing housing Public Defender, Assigned Counsel, Emergency Services and Probation has limited access via key or entrance with magnetometer and unarmed security personnel. The building is open from 8:00am - 5:00pm on weekdays. Approximately 200 employees work in the building.

The Assigned Counsel Office is located in the "old jail" wing of the building. The office takes applications and makes awards of legal assistance to indigents. Public access to the area of the building is controlled by unarmed security personnel and magnetometer. The office has a service window with glass barrier. There are two employees who have constant contact with the public. The employees do not work in the field and do not handle money.

The County Attorney's Office is located in the main area of the building. The office provides legal and administrative services to the County departments. There are 7-8 employees and the office is open from 8:00am-4:30pm. The employees interact with members of the public routinely but do not handle money. If employees need to travel they use their own vehicles and personal cell phones.

The County Auditor's Office is located in the main area of the building. The office provides support to other County departments. The office has 2 employees that work from 8:00am-4:00pm. No money is handled. The staff has regular exposure to other employees but very little exposure to the public. The employees do not work in the field.

The County Board of Supervisors and County Administrators Offices are located on the 2nd floor. The offices perform legislative and administrative tasks. There are 8 employees located primarily at the office with an additional 20 members of the Board of Supervisors that attend meetings and Board functions. The offices are open weekdays from 8:00am-5:00pm. The Board members travel regularly in their own vehicles. Money is not handled at the offices.

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The Human Resources/Civil Service Department is located in the main area of the Municipal Center. The office provides support to County departments as well as outside municipalities. There are 5 employees of the Department and the office is open from 8:30am-4:30pm weekdays. The employees remain at the office and do not work in the field. Civil Service collects checks but does not handle cash. Contact with the public and other employees is continual.

The District Attorney's Office is located within the courts area of the building. The office provides legal services for the "people". Access is limited to employees with a key and public access is controlled via the armed security / magnetometer through the courts. There are approximately 16 employees within the Department. The office is open 9:00am - 5:00pm weekdays. However the employees regularly work before and after hours when the building is closed. The employees travel frequently via personal automobile throughout the County. Communication is via cell phone. The employees are regularly exposed to the public in court settings and they have continual interaction with clients involved in trials. Petty cash is the only money handled.

The Department of Motor Vehicles and County Clerks offices are located in the main area of the building. The offices provide motor vehicle registration, title and licensing services. The Clerks office issues passports, pistol permits and performs various legal recording services. Access is through the main building entrance past security. The approximately 19 employees in the department have continual contact with the public. The offices are open weekdays from approximately 8:00am-5:00pm. Employees are mostly in the vicinity of other employees and do not work in the field. The department handles cash on a regular basis. All workstations in the DMV area have panic alarms that alert to the Sheriff's Office.

The Health Services / Public Health Department is located in the main area of the building. The office provides various clinic services and home nursing services. The departments 85 employees work both in the field and at the main office. The office is open 8:00am-5:00pm weekdays. However nurses also work on weekends and holidays and some staff is on call 24/7. Employees usually work alone other than the office staff that is in the vicinity of other employees. Nurses perform individual home nursing visits and use cell phones to keep in contact with the Department. Field visits are tracked so the supervising staff has a general idea where the employee is at during the day for safety purposes. Clerical staff or clinic nursing staff handle money at clinics. Panic Alarms connecting to the Sheriff's Office and a contract agency are located in the Public Health Reception and the Health Services Reception areas.

The Information Technology Department is located in the main area of the building. The office provides technology support to other County departments. 3 employees work at the office that is open from 9:00am-5:00pm weekdays. Employees regularly interact with other employees. Employees are sometimes in the field visiting other County departments. Personal cars with personal cell phones are used in the field. Some personnel use County cars and have County issued cell phones. Employees do not handle money.

The Office of Emergency Services is located in the "old jail" wing of the building. The office provides administration, clerical, equipment storage and classroom training for various emergency service providers within the County. Public access is controlled by unarmed security personnel and magnetometer. 3 full time employees and 10 part time employees work 8:00am-4:00pm regularly but work 24/7 during emergency operations. The employees travel regularly in County issued

vehicles with County radios monitored by the 911 center. The employees frequent an equipment storage facility located offsite on Lower Warren Street. The building is shared with an outside contractor but the employees are often working alone at the location. No money is handled. The Probation Department has approximately 19 employees working from a location in the building. Public access is controlled by unarmed security personnel and magnetometer. Employees utilize other entrances via keyed doors. The employees supervise both adult and juveniles and conduct investigations for the courts. The officers are mobile in County issued vehicles with personal cell phones. Employees are regularly exposed to probationers and the public. Monies in form of restitution are collected at this location.

The Public Defender Department is located in the "old jail" wing of the building. The office provides legal representation of indigents. Public access is controlled by unarmed security personnel and magnetometer. 11 employees work from this location but are also mobile in personal vehicles while attending courts throughout the County. Office hours are 9:00am-5:00pm. Frequent contact is made with the public and the legal clients. Employees do not handle money.

The Real Property office is located in the main area of the Municipal Center. The office provides tax map, clerical work, production of assessment rolls, tax rolls and tax bills. The office of 5 is open 8:00am-5:00pm weekdays. Employees remain at the facility and do not typically work in the field. Monies are handled for payments of tax and parcel maps. Employees have constant interaction with the public. The director does field work on occasion sometimes traveling alone in a County vehicle. If there is a concern a co-worker goes along or the Sheriff's Office is asked to accompany the employee. A Personal cell phone is used as a means of communication when in the field.

The Tourism Department is located in the main area of the Municipal Center. The office provides tourism promotion. There are 8 employees in the office that is open from 9:00am-5:00pm weekdays. Some employees have occasional field work at trade shows and conventions, and meetings with local business leaders. Monies are accepted at the office mostly in the form of checks. Employees travel in County vehicles and communicate with the office via cell phones. A panic alarm connected to the Sheriff's Office and a contract agency is located at the information desk area.

The Treasurer's Office is located in the main area of the Municipal Center. The office provides financial support to the County including tax collection. There are 13 employees in the office that is open to the public from 8:30am-4:30pm weekdays, but the office is staffed from 8:00am-5:00pm. The employees remain in the office and do not go out into the field to work. Employees have constant interaction with the public. The office handles a large amount of cash. A "panic alarm" exists in the office and a counter is in place where the public enters the office.

The Weights and Measurers Office is located in the main area of the Municipal Center. The office provides inspections to retail fuel delivery systems, commercial scales and measuring systems throughout the County. Other inspections include pricing and packaging of consumer goods. The one employee typically works 9:00am-5:00pm and is highly mobile frequently works in the field. There is also one part time, per diem field inspector who assists the director on a limited basis. The employees have constant interaction with the public. The employees travels with a County vehicle and communicates via personal cell phone.

The Women's Infants & Children Program is located in the main area of the Municipal Center. The

office conducts clinics and determines eligibility for benefits of women and young children. There are 9 employees that are frequently mobile and in constant contact with the public. Office hours vary and clinics are conducted after the rest of the building closes for business. The employees typically work in teams. The employees travel in a County vehicle and have County cell phones for communication purposes. Clinics are regularly conducted at various locations throughout the towns of the county. A panic alarm connected to the Sheriff's Office and a contract agency is in the WIC Supervisors office. Employees do not handle money.

2. Human Services Building

The building houses several County departments, the largest of which is the Social Services Department. Other departments include Building Codes, Board of Elections, Information Technology, Office for the Aging, Planning, Probation, Self-Insurance, and Veterans Administration. There is one primary entrance for the public that is monitored by unarmed security officers. A panic alarm connected to the Sheriff's Office and a contract agency is located in the security area. All public visitors must enter through the magnetometer. There are several other locked entrances that are accessed by employees with a fob. The building is open to the public from 8:00am-5:00pm weekdays. Approximately 175 employees work in the building.

The Building Codes Department issues building permits, enforces building codes, performs fire safety and building inspections. The office is open to the public after entry via the security area. There are 6 employees, which regularly interact with the public at locations around the County. The department has several County vehicles some of which are equipped with radios monitored by the office staff. Others communicate with the office via personal cell phones. Cash is received at the office for permit and inspection fees and deposited weekly.

The Board of Elections Department registers voters and conducts elections. The office is open 8:00am-4:00pm to the public after entry via the security area. There are 4 full time employees and numerous part time employees. Employees interact with the public on a daily basis and do not handle money. Employees primarily perform work within the building but during voting season attend to the many polling locations throughout the County. Employees travel in personal vehicles and communicate via personal cell phones. A panic alarm connected to the Sheriff's Office and a contract agency is located near the front desk.

The Information Technology department supports the various County departments. The office of 5 employees interacts mostly with other County employees. The office is locked at all times and entrance is via a fob. Employees usually work alone and if traveling they communicate with the office via personal cell phone. Some personnel use County cars and have County issued cell phones. Employees do not handle money.

The Office for the Aging Department is located in the building. Access is limited by a remote controlled door locking device. The 10 employees located at this office regularly interact with the public while performing support services for the aging population. The office is open 8:00am-4:00pm. Employees work both alone and in teams. Very little cash is handled in the office. The reception area and interview rooms are equipped with panic alarms connected to the Sheriff's Office and a contract agency.

The Planning Department performs community planning and GIS services. The office is open to the public after entry via the security area. The 7 employees are mobile performing community planning work. The department has a County issued vehicle. Employees use personal cell phones to communicate when in the field. The department handles very little cash.

The Social Services Department performs eligibility determinations for social services benefits. The Department ensures provision of assistance and services necessary to sustain dependent and disabled persons, protect children and adults from abuse and neglect, and to assist applicants and recipients in achieving the greatest degree of independence possible. The 120 employees work typically 8:00am-5:00pm. However some employees do work evenings and others are on call 24/7 and work in the building when the building is closed to the public. Approximately 50 employees work at least part of their day in the field. They utilize County vehicles for travel and use cell phones to communicate with the office. Emergency radios are available for those who travel in areas where no cell phone coverage is accessible. Most employees work alone, but they do occasionally work in teams when appropriate. Some employees handle money of various amounts each day. Employees have face to face contact with clients on the premises and in client homes. Interview rooms are utilized for most client interviews. The interview rooms consist of glass barriers and counters separating the client from the employee. In addition some employees may facilitate supervised or unsupervised visitation within the Human Services Building, private homes, or in the community. During business hours, a full-time security staff is available and all clients are allowed in the building only after passing through magnetometers and security. Panic alarms connected to the Sheriff's Office and a contracted agency are located in all interview rooms, visitation rooms, group recertification room, drug testing room, Commissioners Office, legal office 3-3090, the 2nd floor breakroom and reception.

The Self-Insurance Department performs services for Towns and County departments in the form of workers' compensation administration and safety training. The departments 3 employees are located in an area accessible via fob. The office is open 8:00am - 4:00pm weekdays. Public contact is minimal. However, there is frequent contact with injured workers and employees. Employees that travel utilize personal vehicles with personal cell phones. No money is handled at the department.

The Veterans Services Department performs administration of veteran benefits and transportation to medical visits. The office is open 9:00am-5:00pm to the public after entry via the security area. Public interaction is frequent. Van drivers work alone and utilize County vehicles and communicate with the office via cell phone. No money is handled at the office. Panic alarms connected to the Sheriff's Office and a contract vendor are located at each work station.

3. Countryside Adult Facility

The facility is an adult care home and a nutritional meal site for the Office for the Aging. There are three entrances to the building. The entrances are locked from 11:00pm-6:00am. The Cornell Cooperative Extension building is nearby on the same property.

The facility is an adult home and also has an adult day care program. In addition the Office for the Aging Nutritional meal site is located at the same facility. Countryside Employee responsibilities include maintenance, cleaning, cooking, food services, resident aid, resident transportation and facility administration. Office for the Aging employees prepare and serve meals to the elderly

public that visit the site.

The facility is in operation 24 hours a day every day of the year. The 31 employees typically work onsite. However, some employees travel with residents to doctors visits, activities and meetings. The employees usually work alone. The department has several County vehicles equipped with facility issued cell phones. Petty cash and residents personal allowance cash is kept onsite. The 2 Office for the Aging employees interact with the public that visit the meal site for lunch each day. The meal site employees collect cash daily and deposit at days end. Policies are in place and employees have been trained to deal with difficult individuals.

4. Public Safety Building

The Sheriff's Office Headquarters contains the Administration Offices, the Law Enforcement Division consisting of Patrol and Criminal Investigations, the 911 Communications Center, and the Correctional Facility and the Civil Office. Also on site is a maintenance facility. Additionally the Sheriff's Office has 2 substations, one in Chestertown and one in Warrensburg. Public access is limited to the lobby area of the Sheriff's Office Headquarters. Approximately 210 (FT/PT) employees work the Sheriff's Office in the various locations. Services performed include typical municipal police work, patrol, investigations and public safety functions. Employees are highly mobile in agency vehicles equipped with radios monitored by the 911 center. Employees work both alone and in teams. Employees constantly interact with the public. All of the Sheriff's Office divisions are accredited and are subject to the Sheriff's Office Operations Manual and the Rules, Regulations and Directives contained therein.

5. Employment and Training Office

The facility is shared with the NYS Department of Labor. All employees and visitors enter through the main entrance at the multistory building and pass by a security post.

The department responsibilities include continual interaction with customers to perform assessments, review resumes, review career goals, provide counseling and job search services. Customers are often at difficult places in their lives having recently lost a job or are angry over some recent event that caused them to need the services of the department.

The Employment and Training department has 7 County employees that share offices with 12 State employees. Typical work hours are 8:00am-5:00pm. Employees are occasionally mobile to attend meetings and review worksites. Vehicles are not equipped with radios. However employees usually have personal cell phones. Petty cash is the only money kept on site. Policies are in place and employees have been trained to deal with difficult individuals.

6. Community Services Office

The facility is shared with a non-County mental health services organization. There are multiple entrances that are unlocked during business hours. The office is located within city limits in a residential/small business neighborhood. The non-County offices in the building regularly have people with serious mental illness that come in contact with the County office area.

Staff coordinates treatment, court orders, administers programs and process housing referrals for people with serious mental illness. However, the employees rarely interact face to face with their own clients. The departments 5 employees are typically office workers but also travel to various locations via personal automobile with personal cell phones. Typical work hours are 8:30am-4:30pm. Employees typically work alone. Petty cash is the only money kept on site. Policies are in place and employees have been trained to deal with difficult individuals.

7. Office for the Aging Nutritional Sites

Employees at the various Nutritional Sites prepare noontime meals and distribute them to the areas aging population either via onsite gathering or via volunteer drivers. Employees generally do not work in the field and work in teams in the kitchen areas. However, since each site is open to the public the employees have daily interaction with the public. Each site accepts a limited amount of cash as payment for meals. Typical work hours for the Nutritional sites are 7:00am-1:00pm. Below are summaries of the various nutritional sites.

Bolton Landing: The nutritional site is located in the Church of the Saint Sacrament. There are church activities in the building as well as the nutritional site. The site is not fenced and public access is not controlled in any way. There are 1 employee.

Cedars: the nutritional site is located in the Cedars Senior Living Apartments in Queensbury. There are many other activities in the building. The site is not fenced and public access is not controlled. There are 7 employees.

Chestertown: the nutritional site is located in the Chestertown Municipal Center. There are other offices and municipal government operations in the building. The site is not fenced and public access is not controlled in any way. There are 2 employees.

Glens Falls: the nutritional site is located in the First Presbyterian Church in Glens Falls. There are other church events conducted at the same location. The site is not fenced and public access is not controlled in any way. Meals are not prepared at this location but are distributed here. 1 employee works at this location.

Indian Lake: the nutritional site is located at the Indian Lake Senior Center. There are other events conducted at the same location. The site is not fenced and public access is not controlled in any way. There are 2 employees.

Johnsburg: the nutritional site is located at the Johnsburg Senior Center. There are other events conducted at the same location. The site is not fenced and public access is not controlled in any way. There are 2 employees.

Luzerne: the nutritional site is located at the Lake Luzerne Town Office building. There are other events and government offices located at the site. The site is not fenced and public access is not controlled in any way. There is 1 employee.

Lake Pleasant: the nutritional site is located at the Lake Pleasant Senior Center. There are other events conducted at the same location. The site is not fenced and public access is not controlled in

any way. There is 1 employee.

Long Lake: the nutritional site is located at the Long Lake Town Hall. There are other events and municipal offices at the site. The site is not fenced and public access is not controlled in any way. There are 2 employees.

Queensbury: the nutritional site is located at Solomon Heights Senior Apartments. There are many other activities in the building. The site is not fenced and public access is not controlled. Meals are not prepared at this location but are distributed here. There is 1 employee.

Wells: the nutritional site is located at the Wells Senior Center. There are other events conducted at the same location. The site is not fenced and public access is not controlled in any way. There are 2 employees.

8. DPW

South End Maintenance Facility: The facility is located at 299 Lower Warren Street Glens Falls. The site is fenced with a gate which remains open and unlocked most of the time. The DPW maintains a crew of approximately 13 individuals which are out on the road most of the day. Typical work hours are from 7 a.m. to 3:00 p.m. although there may be call-ins after hours for snow/ice removal or road emergencies. Vehicles are equipped with radios which are monitored at the main office and by the Sheriff's Office. Interaction with members of the public is limited at the facility although the employees may encounter members of the public during the course of their workday at mobile work sites.

Buildings and Grounds: The Buildings and Grounds building is a separate building located on the main Warren County Municipal Center campus. The building is not fenced and is very accessible to members of the public, although there would be little reason for members of the public to access this building. The building houses 21 people, 12 of which are buildings and grounds employees who work a scheduled 7:00 a.m. to 3:00 p.m. shift, and 13 individuals who provide custodial services to the Municipal Center working from 4:00 p.m. to midnight. The Buildings and Grounds staff work independently and may work at any location in the County. Approximately 10-15% of their time is spent traveling from one location to another. All staff drive County vehicles which are radio-equipped. The radios are monitored by the main DPW office and by the Sheriff's Office. Custodial staff works independently within the Municipal Center and Human Services Building. Both are locked to the public at 5:00 p.m., except for days when there are special night meetings. These members of staff do not carry radios although many of them carry personal cell phones. All of the building offices have telephones in the event of an emergency. There is a night supervisor who is responsible for maintaining contact with staff members. All members of the custodial staff have been trained to use the public address system in both buildings as a means of emergency communication.

Fish Hatchery: The Fish Hatchery location consists of an office building, 4 hatchery buildings containing tanks and pools, and a maintenance building from which Parks and Recreation staff work. Parks and Recreation staff are also responsible for maintaining the fairgrounds, railroad facilities, ski trails, canoe access and bike path. In addition, there are pavilions at several locations available for hosting special events and etc. A fee is charged for the use of these pavilions. However,

members of the public are not charged for entry onto the properties or for use of any of the facilities. The fish hatchery property is unfenced and is open 7 days a week. There is frequent interaction between employees and the public. There is a playground located at the site. Two employees usually remain on site, and 7 other employees work at the various locations. The crews operate County vehicles which are radio-equipped. Radios are monitored by the main DPW office and the Sheriff's Office.

Up Yonda Farm: Up Yonda Farm is staffed by three Parks and Recreation employees. The facility consists of several buildings including an office, 2 barns that have been converted to a nature centers with interactive exhibits, a sugar shack and some storage facilities. The property is located immediately off Route 9 with good visibility from the road. The property is not fenced. The property remains open year round with access to trails during the winter months although the parking lot is closed after hours. There is no fee charged for use of the facilities or to view any of the exhibits within the nature center. Interaction with members of the public is high at this facility. The employees also travel off site to various locations providing educational programs for schools and groups.

Office, Sign Shop & Garage: The main office building, "old garage"/sign shop and several outbuildings are located at 4028 Main Street, Warrensburg. The "old garage" is also shared with Sheriff's Department. The property's parking lot is open and accessible from the main road as there is a fuel site for County and other municipal vehicles which remains open 24/7. The administrative building has two entrances; the side entrance is for employees only and signed appropriately. The front entrance is used by members of the public and has a greeter/receptionist located at the entrance. The administrative building contains offices and conference rooms. There are no sign-in procedures at the main entrance or checking of IDs for visitors. There is a small amount of petty cash maintained by the office staff but the amount kept on site is minimal. The receptionist receives service calls relating mainly to damage to mail boxes, trash cans, etc., from members of the public, and the supervisor may go out to meet with members of the public on site if it is determined that the County may be responsible for the damage. There is a sign out board used in the administrative building to track movement of employees. The sign shop has two employees and the maintenance staff consists of paving/ bridge crews (approximately 14 people). There are two garage doors which may be open depending on the time of year. Access from the Sheriff's Department is one-way only from the Sheriff's Department to the maintenance area.

Airport: The airport maintains a crew of approximately 3 individuals who are responsible for lighting, runway maintenance, grounds and some minor building maintenance. In addition, the crew performs snow and ice removal and some fire/emergency response operations at the facility. The airport property is fenced with a swipe card access system located at the gate. The airport is used mainly for private airplanes, and had a fixed base operator who is responsible for maintaining the flight side of the facility including fueling and maintenance. There is no security located on site. The airport offices are located on the 2nd floor of the terminal building and there is a secure entry door. There is a restaurant on site which is open to the public, and the airport is open 24/7 to planes.

Maintenance Facility "New Shop": There is a main maintenance facility and outside storage sheds located at 4055 Main Street in Warrensburg. The site has a limited visibility from the road, and has a full perimeter fence with a gate which is locked when the building is unattended. The building has a front entrance, which is visible internally from the main office. There are garage doors for vehicle

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entry/exit. There are 12 individuals located at the site with responsibility for the maintenance and repair of Warren County equipment and vehicles. No money is kept at the facility and interaction with members of the public is minimal.

Warren County

Workplace Violence Prevention Policy Summary

The safety and security of Warren County's employees, contractors, visitors and clients is very important. Threats, threatening behavior, acts of violence, or any related conduct that disrupts the work of an individual, or the County's ability to execute its mission, will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts in the workplace, may be removed from the premises pending the outcome of an investigation. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve.

For the purpose of this policy, "workplace" means any location, either permanent or temporary, where an employee or contractor appointed by the County, visitor, temporary or contract employee, performs any work-related duty. This includes, but is not limited to, the buildings and surrounding perimeters including the parking lots, alternate work locations, and travel to and from work assignments.

For the purpose of this policy, "workplace violence" and "threat of violence" or "actual violence" includes any physical assault, threatening behavior, or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, shooting, rape, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Injuring another person physically.
- Engaging in behavior that creates a reasonable fear of injury to another person.
- Engaging in behavior that subjects another individual to extreme emotional distress.
- Possessing, brandishing, or using a weapon that is not required by the individual's position while in the workplace or engaged in County business.
- Intentionally damaging property.
- Threatening to injure an individual or to damage property.
- Committing injurious acts motivated by, or related to, domestic violence or sexual harassment.
- Retaliating against any employee who, in good faith, reports a violation of this policy.

Violent acts of employees occurring outside the workplace also may be grounds for disciplinary action in accordance with negotiated labor contracts, up to and including termination.

Weapons

Warren County has enacted Local Law No. 2 of 2007 which prohibits entry into and remaining in county buildings by persons in physical possession of a deadly weapon. This local law prohibits any loaded weapon from which a shot, readily capable of producing death or other serious physical injury, may be discharged, or a switchblade knife, gravity knife, pilium ballistic knife, metal knuckle knife, dagger, billy, blackjack, or metal knuckles from being brought into any building owned or leased by the County unless the individual is an authorized individual as described in Section 5 of the local law.

In addition, employees may not carry a weapon covered by this policy while performing any task on the County's behalf unless the employee has been given specific written consent by the County to carry a weapon while performing specific tasks on the County's behalf. Employees, other than trained security personnel, are not expected to handle potential situations or incidents of violence.

Prohibited weapons include any form of weapon or explosive restricted under local, state, or federal regulation. This includes all firearms, illegal knives, or other weapons covered by law. Legal, chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are permitted. If you have a question about whether an item is covered by this policy, please contact the Self-Insurance Department.

Domestic Violence

Victims of domestic violence who believe that the violence may extend into the workplace or employees who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace are encouraged to notify their supervisor. Confidentiality will be maintained to the extent possible.

Reporting of Incidents

All threats of violence or actual violence, both direct and indirect, should be reported in writing as soon as possible to your immediate supervisor or any other member of management, and/or the police during a legitimate emergency by calling 911. The County Administrator shall also be notified.

Any employee, visitor, temporary or contract employee, or contractor engaged by the County who witnesses an incident of workplace violence or the potential for violence also has a duty to report the incident to management. When reporting a threat of violence, you should be as specific and detailed as possible.

Investigation of Complaints

Allegations of workplace violence are treated seriously by the County and all reports of threats of violence, actual violence and suspicious activities will be promptly and thoroughly investigated. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.

In the event that they are asked, employees and management are expected to cooperate fully with any ongoing investigation. Based on the seriousness of the incident, the County Administrator may assemble a Workplace Violence Management Response Team which may include the County Attorney, law enforcement, Employee Assistance Program Coordinator, various Department Managers, representatives from the Employee Safety and Health Committee, Employee Union representatives and other others as deemed necessary.

The written results of an investigation upon a complaint made against any County elected official or the County Administrator shall be submitted to the County Attorney for a legal sufficiency review. Upon the investigation report being found legally sufficient, the County Administrator¹ and the County Attorney shall prepare for the Board of Supervisors a report summarizing relevant allegations, facts and conclusions ("Report"), while seeking to maintain confidentiality to the degree deemed feasible. The Board of

¹ If the County Administrator is the subject of the complaint, then the County Attorney shall prepare a summary report for the Board of Supervisors.

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Supervisors shall receive, review, discuss, and as deemed appropriate amend the Report in Executive Session. The Board of Supervisors, by weighted vote, shall accept, accept as amended, or reject the Report. The Board of Supervisors shall have the authority to take all further actions it deems necessary to adjudicate such a complaint.

The results of an investigation involving any County employee other than an elected official or the County Administrator, shall be communicated, in writing, to both the person filing the complaint and the accused party. Findings of wrongdoing resulting from such investigation will be reported to the Personnel Committee, in executive session, within sixty (60) days of the complaint, provided no delay to allow for law enforcement investigation is necessary.

Retaliation

Retaliation against anyone acting in good faith who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

Disciplinary Action

If the County determines that unacceptable conduct has been committed by an elected official, County Administrator, or an employee, the County will take such action as is appropriate ranging from counseling up to and including termination of employment. In addition, any manager or supervisor who knows about a threat of violence, or actual violence, and takes no action to stop it, or who fails to report an incident of workplace violence may also be subject to corrective action up to and including termination of employment.

THE POLICY SHALL NOT BE CONSTRUED TO CREATE A DUTY OR OBLIGATION ON THE PART OF THE COUNTY TO TAKE ANY ACTIONS BEYOND THOSE REQUIRED OF AN EMPLOYER UNDER EXISTING LAW.

A complete copy of the policy is available by contacting the Office of the County Administrator.

Workplace Violence Incident Report

Note: In completing this form, attach all supporting documents; such as continuation sheets and police reports

Who was the violent act directed towards: _____

Department: _____

Who is completing this report: _____ Phone: _____

Affected Employees Supervisor: _____ Supervisors Phone: _____

Incident Information:

Date of Incident: _____ Time of Incident: _____

Was this incident in person? _____ Over the phone? _____ Other(explain) _____

Location of Incident (be specific): _____

Description of Incident (Narrative): _____

Has this or a similar incident ever happened to you before? If so, please explain. _____

If you incurred any injury whatsoever, (physical-emotional) please describe the injury, in detail, and the location of any treatment received. _____

List all witnesses of the incident:

Name: _____

Department: _____

Contact Number: _____

Was a weapon involved? If so, specify type and to what extent:

Who made the violent threat (Aggressor):

Name: _____

Department: (if an employee) _____

Supervisor: (if an employee) _____

Relationship to aggressor: (if stranger, indicate relationship, if any) _____

Had anything occurred in the past to make you feel this would happen? If so, please explain _____

Home address/vehicle information: (if not an employee) _____

Warren County Board of Supervisors

RESOLUTION NO. 11 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN (2021 Personnel, Administration & Higher Education Committee)

AUTHORIZING THE COUNTY ATTORNEY TO FILE AND PROSECUTE DECLARATORY JUDGMENT ACTIONS TO ENFORCE INSURANCE COVERAGE IN CHILD VICTIMS ACT CLAIMS

WHEREAS, in 2019 the New York State Legislature enacted the Child Victims Act, which extended the statute of limitations for individuals to file claims alleging childhood sexual abuse and revived time-barred causes of action until August of 2021, and

WHEREAS, Warren County and the Warren County Department of Social Services were named in various lawsuits alleging such causes of action during the period of 1970 through 2004, and

WHEREAS, upon extensive efforts to identify insurance information for these past years, the Office of the County Attorney and the Self-Insurance Department found various proofs of policy coverage and submitted various claims for insurance coverage and defense of such actions to insurance carriers, or their successors-in-interest, and

WHEREAS, the Office of the County Attorney received notification that coverage from one such insurance carrier was denied and the Office of the County Attorney anticipates receiving additional denials of coverage from other insurance carriers, and

WHEREAS, State Law authorizes an insured party the statutory right to file a declaratory judgment cause of action to enforce insurance coverage and the duty to defend, and

WHEREAS, filing an action for declaratory judgment to enforce insurance coverage in child victim act claims is time sensitive and must be initiated without delay, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the County Attorney to file and prosecute any declaratory judgment action necessary to enforce insurance coverage in Child Victim Act cases that the County is a party to or may become a party upon receiving any denial of coverage from an insurance carrier.

Warren County Board of Supervisors

RESOLUTION NO. 12 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN (2021 Personnel, Administration & Higher Education Committee)

REAPPOINTING MEMBERS TO THE ARPA ADVISORY COMMITTEE

RESOLVED, that the following are hereby reappointed to the ARPA Advisory Committee for the term opposite their name:

NAME	TITLE	TERM
Andrea Hogan (Chair)	Supervisor, Town of Johnsbury	01/01/2022-12/31/2023
Ray Agnew	Glens Falls Hospital	01/01/2022-12/31/2023
Beth Gilles	Lake Champlain-Lake George Regional Planning Board	01/01/2022-12/31/2023
Michael Bittel	ARCC	01/01/2022-12/31/2023
Frank Thomas	Supervisor, Town of Stony Creek	01/01/2022-12/31/2023
Douglas Beaty	Supervisor, Town of Queensbury	01/01/2022-12/31/2023
Claudia Braymer	Supervisor, City of Glens Falls	01/01/2022-12/31/2023
Michael Wild	Supervisor, Town of Queensbury	01/01/2022-12/31/2023
Rachel Seeber	Supervisor, Town of Queensbury	01/01/2022-12/31/2023
Ryan Moore	County Administrator, Warren County	01/01/2022-12/31/2023
Michael Swan	County Treasurer, Warren County	01/01/2022-12/31/2023
Wayne E. LaMothe	County Planner, Warren County	01/01/2022-12/31/2023
Ethan Gaddy	Assistant County Planner, Warren County	01/01/2022-12/31/2023

Warren County Board of Supervisors

RESOLUTION NO. 13 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN (2021 Personnel, Administration & Higher Education Committee)

REAPPOINTING MEMBERS TO THE WARREN COUNTY BOARD OF ETHICS

RESOLVED, that the following are hereby reappointed to the Warren County Board of Ethics for the term opposite their name:

NAME	TITLE	TERM
Robert Iusi	Warren County Director of Probation	01/01/2022 - 12/31/2023
Brian Pilatzke, Esq.	Warren County Assistant Public Defender - Alternate	01/01/2022- 12/31/2023
Ash Anand	Warrensburg School Board Member	01/01/2022 - 12/31/2023
Diana Palmer	Glens Falls City Common Council Member - Alternate	01/01/2022 - 12/31/2023
Connie Bosse	Member of the Public	01/01/2022-12/31/2023
Martin Deslauriers	Member of the Public - Alternate	01/01/2022-12/31/2023

Warren County Board of Supervisors

RESOLUTION No. 14 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND MAGOWAN (2021 Personnel, Administration & Higher Education Committee)

AMENDING TABLES OF ORGANIZATION AND WARREN COUNTY SALARY AND COMPENSATION PLAN FOR 2022

AMENDED FROM THE FLOOR

RESOLVED, that the Tables of Organization and the Warren County Salary and Compensation Plan for 2022 are hereby amended as follows:

LEGISLATIVE BOARD

<u>Decreasing Salary From:</u>	<u>EFFECTIVE DATE</u>	<u>ANNUAL SALARY</u>
A.1010 130		
<u>TITLE:</u> Board Majority Leader	January 1, 2022	\$6,000

<u>Decreasing Salary To:</u>	<u>EFFECTIVE DATE</u>	<u>ANNUAL SALARY</u>
A.1010 130		
<u>TITLE:</u> Board Majority Leader	January 1, 2022	\$0

<u>Decreasing Salary From:</u>	<u>EFFECTIVE DATE</u>	<u>ANNUAL SALARY</u>
A.1010 130		
<u>TITLE:</u> Board Minority Leader	January 1, 2022	\$6,000

<u>Decreasing Salary To:</u>	<u>EFFECTIVE DATE</u>	<u>ANNUAL SALARY</u>
A.1010 130		
<u>TITLE:</u> Board Minority Leader	January 1, 2022	\$0

Warren County Board of Supervisors

RESOLUTION NO. 15 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BEATY, THOMAS, MCDEVITT, MERLINO, BRAYMER, DIAMOND AND BRUNO (2021 Finance Committee)

AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND UNAPPROPRIATED SURPLUS TO THE PLANNING BUDGET TO COVER THE COST OF THE CONTRACT WITH THE NEW YORK OFFICE OF INFORMATION TECHNOLOGY SERVICES; AMENDING 2022 WARREN COUNTY BUDGET

RESOLVED, that the Warren County Board of Supervisors hereby approves the appropriation of funds to cover the cost of the contract with the New York Office of Information Technology Services, in an amount not to exceed Eighty-Six Thousand Two Hundred Dollars (\$86,200.00) from the General Fund Unappropriated Surplus to the following budget code:

CODE	DEPARTMENT	AMOUNT
A.8022 470	Planning GIS Program, Contract	\$ 86,200.00

and be it further

RESOLVED, that the Warren County Budget for 2022 be, and hereby is, amended accordingly.

Warren County Board of Supervisors

RESOLUTION No. 16 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS MCDEVITT AND CONOVER

WAIVING THE STANDING RULE OF THE BOARD RELATING TO THE REQUIREMENT THAT ALL RESOLUTIONS BE APPROVED THROUGH THE ESTABLISHED COMMITTEE STRUCTURE IN ADVANCE OF A BOARD MEETING IN ORDER TO ENTERTAIN A RESOLUTION AMENDING THE WARREN COUNTY BUDGET FOR 2022

WHEREAS, by Resolution No. 1 of 2022 the Board of Supervisors adopted the Rules of the Board, Section A(5) of which indicates that all resolutions must be approved through the established Committee structure in advance of a Board Meeting, and

WHEREAS, the Board has agreed to consider resolutions amending the Warren County Budget for 2022, now, therefore, be it

RESOLVED, that the Board of Supervisors does hereby waive the Standing Rule of the Board relating to the requirements that all resolutions be approved through the established Committee structure in advance of a Board meeting in order to entertain the aforementioned resolution.

Warren County Board of Supervisors

RESOLUTION No. 17 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS DICKINSON AND MERLINO

AMENDING WARREN COUNTY BUDGET FOR 2022 FOR VARIOUS DEPARTMENTS WITHIN WARREN COUNTY

WHEREAS, the Finance Committee has recommended amending the Warren County Budget for 2022 as set forth herein, now, therefore, be it

RESOLVED, that the following budget amendments are approved and authorized:

<u>CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DEPARTMENT OF PUBLIC HEALTH.		
<u>ESTIMATED REVENUE</u>		
A.4018.0036 4411	Preventive Program, COVID 19 Vaccine Response, COVID 19 Vaccine Response	\$150,000.00
A.4193 4408	Public Health-COVID-ComCare, Public Health-COVID-ComCare	314,492.00
<u>APPROPRIATIONS</u>		
A.4018.0036 110	Preventive Program, COVID 19 Vaccine Response, Salaries-Regular	20,000.00
A.4018.0036 130	Salaries-Part Time	20,000.00
A.4018.0036 410	Supplies	740.00
A.4018.0036 424	Postage	1,000.00
A.4018.0036 428	Data Processing & Internet Fees	1,000.00
A.4018.0036 436	Advertising Fees	100,000.00
A.4018.0036 442	Automotive - Gas & Oil	200.00
A.4018.0036 810	Retirement	4,000.00
A.4018.0036 830	Social Security	2,480.00
A.4018.0036 831	Medicare Contribution	580.00
A.4193 120	Public Health-COVID-CommCare, Salaries-Overtime	5,000.00
A.4193 130	Salaries-Part Time	253,499.00
A.4193 410	Supplies	1,000.00
A.4193 423	Telephone	7,885.00
A.4193 424	Postage	1,000.00

<u>CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DEPARTMENT OF PUBLIC HEALTH - APPROPRIATIONS, CONTINUED		
A.4193 435	Public Health-COVID-CommCare, Medical Fees	\$1,000.00
A.4193 810	Retirement	25,333.00
A.4193 830	Social Security	16,027.00
A.4193 831	Medicare Contribution	3,748.00

RESOLVED, that the supplemental appropriations or reductions in estimated revenues and appropriations set forth above are authorized and the County Treasurer be, and he hereby is, authorized and directed to amend the budget of Warren County for 2022 for the estimated revenues, appropriations and codes indicated, and be it further

RESOLVED, that the Warren County budget for 2022 is hereby amended accordingly.