

Warren County Board of Supervisors

ORGANIZATION MEETING
WEDNESDAY JANUARY 4, 2023



Please note that the following is a summarization of the Board Meeting; the meeting, in its entirety, can be viewed on the Warren County website: <https://warrencountyny.gov/mma>

The Board of Supervisors of the County of Warren convened at the Supervisors' Room in the Warren County Municipal Center, Lake George, New York, at 11:04 a.m.

Board called to order by Amanda Allen, *Clerk of the Board of Supervisors*.

Salute to the flag was led by Supervisor Conover.

Roll was called and the following members were present:

Bolton	-Ronald F. Conover
Chester	-Craig R. Leggett
City of Glens Falls	
Ward 2	-Peter V. McDevitt
Ward 3	-Claudia K. Braymer
Ward 4	-Daniel F. Bruno
Ward 5	-Bennett F. Driscoll Jr.
Hague	-Edna A. Frasier
Horicon	-Michael Geraci
Johnsburg	-Andrea Hogan
Lake George	-Dennis Dickinson
Lake Luzerne	-Eugene J. Merlino
Queensbury	-John F. Strough
	-Michael Wild
	-Brad Magowan
	-Douglas Beaty
	-Rachel E. Seeber
Stony Creek	-Frank E. Thomas
Thurman	-Debra Runyon
Warrensburg	-Kevin B. Geraghty
<i>City of Glens Falls Ward 1 Supervisor Jack Diamond - Absent</i>	

Mrs. Allen advised the first order of business would be the selection of a Board Chair for 2023. She stated that any Board Member could be nominated for the Chair and a second to a nomination was not required. She apprised any person nominated could decline the nomination if they so choose. She added when a nomination was made members of the Board could speak in favor of a candidate; however, she noted, they were required to exercise caution to avoid any personal criticisms regarding other nominees. She informed the floor was now open to nominations for the Chair.

Supervisor Braymer stated prior to taking nominations for the Chair she would like to discuss the redistricting adopted by the City of Glens Falls which impacted the Wards in the City and required addressing with regard to the weighted votes. She apprised she did not believe they should be voting on the Chair position or any resolutions until this was addressed to ensure the City of Glens Falls'

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weighted votes were accurately accounted for; however, she noted, she was advised an amendment to the Local Law pertaining to the weighted votes on the Board was required before anything could be put into place. She requested a special Board Meeting be scheduled to hold a Public Hearing regarding the proposed Local Law prior to the January 20th Board Meeting. Larry Elmen, *County Attorney*, questioned when the Local Law in the City of Glens Falls regarding the redistricting of the Wards became effective, as he was unaware of the County receiving any request or notification from the City of Glens Falls regarding the modification of their Wards through a Local Law. Supervisor Braymer responded according to the Mayor for the City of Glens Falls, this Local Law was adopted by the voters in the November 2022 election and was effective on January 1, 2023. Mr. Elmen apprised he would request a copy of the Local Law from the City of Glens Falls to allow his Office to review it and determine what the proper process was, as the County's weighted vote was based on the United States Census figures. He added ancillary issues could also be brought forward, as this could potentially cause a recalculation of the weighted votes for the entire Board. He recommended holding off on taking action until he had time to review the City's Local Law to determine how to move forward with addressing this matter.

A discussion ensued following which Supervisor Braymer made a motion to table the appointment of a Chair of the Board until the matter regarding the weighted votes for the City of Glens Falls was addressed. Mrs. Allen interjected a Chair was required to acknowledge and accept any motions, apprising her purpose was to provide guidance in the selection of a Chair. She once again called for nominations for Chair.

Supervisor Hogan nominated Supervisor Braymer.

Supervisor Merlino nominated Supervisor Geraghty.

Supervisor Runyon nominated Supervisor Leggett.

Supervisor Beaty indicated he would be abstaining from voting, as he believed it was illegal for the Board members to vote on any matters since the citizens of the City of Glens Falls were not being fairly represented.

Supervisor Seeber advised as per the Rules of the Board and Robert's Rules of Order discussion was permitted prior to a vote taking place and she inquired whether this was a correct assumption and Mrs. Allen replied a Supervisor nominating another Supervisor as Chair was permitted to speak to the attributes of a nominee. Supervisor Seeber requested clarification as to whether this meant she could only speak if she nominated someone and Mrs. Allen replied in the negative, indicating anyone could speak in favor of a nominee, but they were not permitted to speak negatively about them. A brief discussion ensued during which Supervisor Seeber advised she would be abstaining from voting on any matters due to the misrepresentation occurring for the citizens of the City of Glens Falls on the Board.

Supervisor Leggett stated while he was honored to be nominated, he was declining the nomination.

Supervisor Braymer noted a fellow Supervisor who would have voted in favor of her being appointed Chair was unable to attend the meeting due to testing positive for COVID, adding it was unfortunate they had voted down the Local Law that would have permitted remote attendance in circumstances such as this. She proceeded to speak regarding the basis for why she believed she was qualified for and would do a good job serving as the Chair of the Board in 2023 which included looking out for the best interests of the County residents.

Mrs. Allen once again called for any other nominations for Chair; there being none, she advised they

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would proceed to a vote, which would be taken in a roll call fashion with each Supervisor indicating their choice for Chair when their name was called. She clarified the nominees for Chair were Supervisor Braymer or Supervisor Geraghty. Following the vote it was determined Supervisor Geraghty would serve as Chair, receiving 570 votes in favor (*Supervisors Conover, Leggett, McDevitt, Driscoll, Frasier, Geraci, Dickinson, Merlino, Strough, Wild, Thomas, Runyon and Geraghty*) while Supervisor Braymer received 90 votes in favor (*Supervisors Braymer and Hogan*).

Supervisor Magowan exited the meeting at 11:25 a.m.

Chairman Geraghty subscribed to the Constitutional Oath, as administered by The Honorable Judge Martin Auffredou, *Warren County Supreme Court Justice*.

Chairman Geraghty voiced his appreciation for being selected as Chair of the Board for 2023, indicating he would continue to work with everyone on the Board regardless of their political affiliation.

Continuing with the agenda review, Chairman Geraghty called for privilege of the floor/public comment, but there was no one wishing to speak.

Proceeding with the agenda review, Chairman Geraghty called for the reading of resolutions. Mrs. Allen announced proposed Resolution Nos. 1-6 were distributed to the Board members on Friday, December 30, 2022 which met the requirements of the Open Meetings Law and were considered to be on the floor. She stated there were two proposed Floor Resolutions before them, the first of which was to waive the standing Rule of the Board requiring that all resolutions be approved through the established Committee structure in advance of a Board meeting and the other concerned amending the Table of Organization and Salary Schedule for 2023 to create a the new position of Tourism Coordinator - Temporary, effective January 5, 2023.

Motion was made by Supervisor Leggett and seconded by Supervisor McDevitt to 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 a resolution amending the Table of Organization and Salary Schedule for 2023. Supervisor Seeber requested a roll call vote on the motion to Waive the Rules of the Board. Chairman Geraghty called the question and the motion to Waive the Rules of the Board as outlined above was carried by a majority vote of those present, with 696 voting in favor (*Supervisors Conover, Leggett, McDevitt, Braymer, Bruno, Driscoll, Frasier, Geraci, Hogan, Dickinson, Merlino, Strough, Wild, Thomas, Runyon and Geraghty*); 178 abstaining (*Supervisors Seeber and Beaty*); and 128 absent (*Supervisors Diamond and Magowan*). Mrs. Allen announced proposed Floor Resolution No. 1 would now be known as proposed Resolution No. 7.

Motion was made by Supervisor Runyon and seconded by Supervisor Dickinson to bring proposed Floor Resolution No. 2 to the floor concerning amending the Table of Organization and Salary Schedule for 2023 to create the new position of Tourism Coordinator - Temporary, effective January 5, 2023. Supervisor Seeber requested a roll call vote on the motion. Chairman Geraghty called the question and the motion to bring proposed Floor Resolution No. 2 as outlined above to the floor was carried by a majority vote of those present, with 663 votes in favor (*Supervisors Conover, Leggett, McDevitt, Braymer, Bruno, Driscoll, Frasier, Geraci, Dickinson, Merlino, Strough, Wild, Thomas, Runyon and Geraghty*); 33 against (*Supervisor Hogan*); 178 abstaining (*Supervisors Seeber and Beaty*); and 128 absent (*Supervisors Diamond and Magowan*). Mrs. Allen advised proposed Floor Resolution No. 2 would now be known as proposed Floor Resolution No. 8 and would be subject to a roll call vote requiring a two-thirds majority to be adopted.

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Chairman Geraghty called for discussion on resolutions and requests for roll call votes and the following took place:

Motion was made by Supervisor Braymer to schedule a Special Board Meeting before the January 20th Board Meeting to introduce a Local Law amending the prior Local Law to rectify the weighted votes for the City of Glens Falls.

Supervisor Dickinson exited the meeting at 11:49 a.m.

Discussion ensued regarding the motion during which Supervisor Leggett seconded the motion; following discussion, Supervisors Braymer and Leggett agreed to amend their motions to schedule the meeting on February 3rd. Chairman Geraghty called the question and the motion as amended was carried by the majority vote of those present (*Supervisors Diamond, Dickinson and Magowan absent*), with Supervisors Seeber and Beaty abstaining.

Supervisor Seeber requested roll call votes on proposed Resolution Nos. 1-8.

Supervisor Dickinson re-entered the meeting at 11:52 a.m.

Voting on resolutions occurred; Resolution Nos. 1-8 were approved as presented, with the exception of proposed Resolution No. 8 which failed to obtain the two thirds majority vote required.

Supervisor Hogan exited the meeting during the roll call votes at 11:55 a.m. and re-entered the meeting at 11:57 a.m.

Chairman Geraghty offered privilege of the floor, but there was no one wishing to speak.

Chairman Geraghty called for announcements.

Motion was made by Supervisor Hogan to enter into an executive session for the purpose of discussing personnel matters. Mr. Elmen asked for clarification if the intent of the executive session was to address matters that may be leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person and Supervisor Hogan replied affirmatively. Supervisor Braymer seconded the motion. Chairman Geraghty requested a roll call vote on the motion to enter into an executive session pursuant to Section 105(f) of Public Officer's Law as outlined above. He called the question and the motion to enter into an executive session failed due to a lack of majority vote, with 368 voting in favor (*Supervisors McDevitt, Braymer, Bruno, Driscoll, Hogan, Wild and Geraghty*); 328 opposed (*Supervisors Conover, Leggett, Frasier, Geraci, Dickinson, Merlino, Strough, Thomas and Runyon*); 178 abstaining (*Supervisors Seeber and Beaty*); and 128 absent (*Supervisors Diamond and Magowan*).

Supervisor Seeber spoke regarding how the rules and policies pertaining to the Board of Supervisors should not be used or weaponized to harm, harass, annoy or alarm their fellow members of the Board.

Supervisor Hogan voiced her disappointment in those who voted against entering into an executive session, as she believed this demonstrated their support of continuing to belittle and harass other members of the Board which created a hostile work environment. A discussion ensued.

Supervisor Braymer apprised if she had been appointed as Chair of the Board one of her main

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priorities would have been attempting to obtain more respect amongst the Board for one another and to stop these personal attacks. She implored with the Board members to halt the personal attacks on each other and their families and have decorum amongst the Board.

Supervisor Seeber apprised for the record that she and her colleagues that had already spoken did not wish to have any alarming, stalking harassing or annoying behavior and should this occur it should immediately be ceased. She noted if she had voted today she would have requested a censure for the violations, more specifically pertaining to a Supervisor from the City of Glens Falls. She noted if they entered into an executive session clear evidence could be presented regarding this violation, but this had been voted down.

Supervisor Hogan exited the meeting at 12:07 p.m.

Supervisor McDevitt addressed Supervisor Seeber with regard to her comments; Supervisor Seeber called for point of order, indicating all communication was to be directed through the Chair of the Board according to the Rules of the Board and Robert's Rules of Order. Chairman Geraghty asked Supervisor McDevitt if he wished to speak and Supervisor McDevitt replied affirmatively. Supervisor McDevitt advised following a previous Chairs leadership of the Board, thirteen Supervisors voted to make a significant change. A brief discussion ensued during which Chairman Geraghty advised he would have the County Administrator investigate the matter regarding an email from a Supervisor that was shared with a member of the public by another Supervisor.

Supervisor Braymer interjected that the Chair had already been asked to investigate this occurrence by Supervisor Hogan, as they were notified by the County Attorney they were not permitted to share emails amongst one another. Chairman Geraghty restated the matter would be investigated and brought to a conclusion.

Supervisor Dickinson exited the meeting at 12:08 p.m.

There being no further business to come before the Board of Supervisors, on motion made by Supervisor Conover, seconded by Supervisor Geraci and carried by a majority vote of those present (*Supervisors Diamond, Hogan, Dickinson and Magowan absent*), with Supervisor Seeber abstaining, Chairman Geraghty adjourned the Board Meeting at 12:09 p.m.

Warren County Board of Supervisors

**AGENDA
WEDNESDAY, JANUARY 4, 2023
ORGANIZATION MEETING**



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

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

Selection of 2023 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 the Honorable 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

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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
2	ROLL CALL	CHAIR - DESIGNATING OFFICIAL PAPERS
3	ROLL CALL	CHAIR - DESIGNATING DEPOSITARIES
4	ROLL CALL	CHAIR - AUTHORIZING BLANKET OFFICIAL UNDERTAKING FOR COUNTY OFFICERS, CLERKS AND EMPLOYEES REQUIRED BY LAW TO EXECUTE AND FILE OFFICIAL UNDERTAKINGS
5	ROLL CALL	CHAIR - RENEWING NEW YORK STATE RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1) AND ADOPTING LGS-1 AS THE COUNTY SUBJECT MATTER LIST
6	ROLL CALL	CHAIR - AUTHORIZING THE COUNTY AUDITOR TO APPROVE NEW YORK STATE REAL PROPERTY TAX LAW CORRECTION OF ERRORS AND/OR APPLICATIONS FOR REFUNDS
7	ROLL CALL	SUPERVISORS LEGGETT & McDEVITT - 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 TABLE OF ORGANIZATION AND WARREN COUNTY SALARY AND COMPENSATION PLAN FOR 2023 TO CREATE A NEW TEMPORARY POSITION WITHIN THE TOURISM DEPARTMENT
8	ROLL CALL	SUPERVISORS RUNYON & DICKINSON - AMENDING TABLE OF ORGANIZATION AND WARREN COUNTY SALARY AND COMPENSATION PLAN FOR 2023 TO CREATE A NEW TEMPORARY POSITION WITHIN THE TOURISM DEPARTMENT <i>RESOLUTION FAILED</i>

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RESOLUTION NO. 1 OF 2023

RESOLUTION INTRODUCED BY CHAIR

ADOPTING THE RULES OF THE BOARD OF SUPERVISORS

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 second business day of the year, 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. As provided by Local Law No. 1 of 1968, the Chair shall appoint the Finance Chair who, in case of the absence, incapacity or inability of the Chair to act during the term, shall perform the functions, powers, and duties of the Chair, within the limits of statute.
2. In addition to the foregoing, the Board at the annual organization meeting may transact the following business: the appointment of any officers required by law or desired by the Board; adopt the Rules of Procedure by majority vote for the current 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 Wednesday June 14, 2023 at 6:00 p.m., unless a different time was scheduled during a previous meeting. The Regular Meetings for the year 2023 are scheduled as follows:
 - i) January 20, 2023
 - ii) February 17, 2023
 - iii) March 17, 2023
 - iv) April 21, 2023
 - v) May 19, 2023
 - vi) June 14, 2023 - 6:00 p.m.
 - vii) July 21, 2023
 - viii) August 18, 2023
 - ix) September 15, 2023
 - x) October 20, 2023
 - xi) November 17, 2023
 - xii) December 15, 2023

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 Board will be taken. Such workshop sessions will be subject to the requirements of the Open

Meetings Law and shall be open to the public.

Regular Meetings shall be called to order as soon thereafter as a quorum is present. Regular Meetings of the Board may be adjourned by motion adopted by a majority vote of the membership present.

The Board shall convene in special meeting upon call of the Chair (or, if appropriate, the Finance Chair) or upon written request for a special meeting signed by a majority of the total membership of the Board. At the direction of the Chair (or Finance Chair) or upon receiving such a written request, notice in writing stating the time, place and purpose of the special meeting shall be served personally or by mail upon each member by the Clerk of the Board at least forty-eight hours before the date fixed for holding the meeting or a member may waive the service of the notice for such meeting by a writing signed by him/her.

2. Business conducted at Regular Meetings of the Board shall be transacted in the following order:

10:00 A.M.	Call to Order Salute to Flag Roll Call Motion to approve the Minutes of previous meeting, subject to correction by the Clerk of the Board Introduction and welcome to guests Privilege of the floor and public comment Report by Chair of the Board Reports by Committee Chairs Report of County Administrator Report of County Attorney Call for reading of communications Call for reading of resolutions Discussion/public comment on resolutions Requests for roll call votes Vote on resolutions Privilege of the floor and public comment Announcements Adjournment
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3. All resolutions shall be in writing and filed with the Clerk before close of business on the Tuesday preceding the Regular Meeting on Friday of each month and at least three days prior to any adjourned or special meeting of the Board. The Clerk shall distribute all resolutions to the members of the Board of Supervisors and post same to the Warren County website on each Tuesday prior to a Regular Meeting and for any adjourned Regular Meeting or special meeting of the Board, 72 hours prior to the noticed time for such adjourned or special meeting when practicable, but no less than the time period proscribed by Public Officers Law Sec. 103(3).

All resolutions timely filed with the Clerk shall be considered by the Board at the next Regular Meeting, as set forth above. Any resolution timely filed with the Clerk, but not approved through the established Committee structure in advance of a Board meeting, shall require a majority vote of the Board to be considered 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 All Meetings of Board of Supervisors and Committees

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. Upon any member raising a point of order, all members shall remain seated and silent until the Chair determines the point raised. The Chair shall sustain or deny their point. Any member may appeal the decision of the Chair on the point of order to the full body for a vote.
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 subject to debate.
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, and Special Committees consisting of at least three (3) 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:

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

Special Committees

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EMS (Emergency Medical Services)	7
Park Operations & Management (O&M)	4 <i>plus 1 alternate</i>
National Association of Counties/New York State Association of Counties	5
Extension Services	5
Proposed Septic Inspection at Transfer	7
ARPA Advisory	13

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. The Committee Chair may elect not to make the Vice and 2nd Vice Chair appointments, in which case the Chair of the Board shall do so.
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.
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 voting member of the Committee, unless appointed to that Committee as a member. Board members shall be permitted to attend and participate in executive sessions for Committees on which they are not 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 a 2/3rds majority vote of the Board) will only be authorized with the following approvals: County Administrator, 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

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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 filling 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 - 76
Correction Sergeants - 9

Correction Lieutenants - 2
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, upon approval by the Board of Supervisors.
2. During 2023, no standing rule of the Board shall be rescinded, suspended or amended, or any additional rule or order added thereto, unless it be by majority vote (as majority vote is defined under Local Law No. 9 of 2021). 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.
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 for 2022, along with any amendments or additions thereto, shall continue in full force and effect until the end of the Organization Meeting for the ensuing year, or any adjourned Organization Meeting, upon the ensuing Board enacting Rules of the Board by majority vote for that ensuing year. Absent the ensuing Board adopting Rules of the Board for the ensuing year, the 2022 Rules of the Board shall sunset and expire on January 31st of the ensuing year.

Warren County Board of Supervisors

RESOLUTION NO. 2 OF 2023

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 2023

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 2023

RESOLUTION INTRODUCED BY CHAIR

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

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

WHEREAS, Public Officers Law §11(2) allows for the Board of Supervisors to approve the substitution of a blanket undertaking from a duly authorized corporate surety covering all officers, clerks and employees, and

WHEREAS, the County of Warren procured a blanket undertaking from a duly authorized corporate surety covering all County officers, clerks and employees required by law to execute and file an official undertaking, and

WHEREAS, said blanket undertaking indemnifies the County of Warren against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all moneys or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the same officers, clerks and employees, and

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

RESOLVED, that the Board of Supervisors hereby approves the form, manner of execution, and sufficiency of surety for the 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, clerks 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.



PO Box 2950
Hartford, CT 06104-2950

December 29, 2022

WARREN COUNTY
1340 State Rt. 9
LAKE GEORGE, NY 12845

Re: Important Information about Claims Information Line

Dear WARREN COUNTY

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



P.O. Box 2950
Hartford, CT 06104-2950

12/29/2022

WARREN COUNTY

1340 State Rt. 9
LAKE GEORGE, NY 12845

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

RESOLUTION NO. 4 OF 2023

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

**Independent Agent And Broker
Compensation Notice**

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
P.O. Box 2950
Hartford, Connecticut 06104-2950
(866) 904.8348



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

<p>ITEM 1</p>	<p>NAMED INSURED: WARREN COUNTY</p> <p>D/B/A:</p> <p>Principal Address: 1340 State Rt. 9 LAKE GEORGE, NY 12845</p>
<p>ITEM 2</p>	<p>POLICY PERIOD: Inception Date: January 1, 2023 Expiration Date: January 1, 2026 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
<p>ITEM 3</p>	<p>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</p> <p>Email: BSIclaims@travelers.com Fax: 1-888-460-6622</p> <p>Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989</p> <p>Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, S202A Hartford, CT 06183</p> <p>For questions related to claim reporting or handling, please call 1-800-842-8496.</p>
<p>ITEM 4</p>	<p>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Crime</p>

ITEM 5	CRIME		
	Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity			
1. Employee Theft	See Endorsement		
2. ERISA Fidelity	Not Covered		
3. Employee Theft of Client Property	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	\$1,000,000		\$10,000
2. Computer Program and Electronic Data Restoration Expense	Not Covered		
G. Funds Transfer Fraud	\$1,000,000		\$10,000
H. Personal Accounts Protection			
1. Personal Accounts Forgery or Alteration	Not Covered		
2. Identity Fraud Expense Reimbursement	\$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>\$20,604.00 Policy Premium</p> <p>\$6,868.00 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-19122-1120; CRI-7019-0109; CRI-5033-0613; CRI-17001-0317</p>

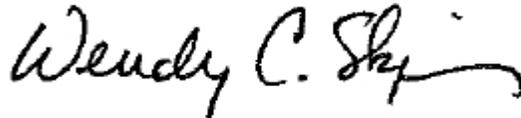
THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

Countersigned By

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



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**

ACF-7006 Ed. 05-11

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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

- 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.

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

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

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

Policy Number: **106215725**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

Policy Number: **106215725**

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.

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

Policy Number: **106215725**

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**.

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

Policy Number: **106215725**

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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.
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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**.

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

Policy Number: **106215725**

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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.

DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

Section **IV. EXCLUSIONS**, BB. is deleted.

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:**

1. 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
2. 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 NameLoss 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****3840 State Street, Albany, NY 12207**

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**.

3. The **Company's** liability under the Insuring Agreement(s) indicated above as extended by this endorsement are not cumulative.
4. 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**

Warren County Board of Supervisors

RESOLUTION NO. 5 OF 2023

RESOLUTION INTRODUCED BY CHAIR

RENEWING NEW YORK STATE RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1) AND ADOPTING LGS-1 AS THE COUNTY SUBJECT MATTER LIST

WHEREAS, by Resolution No. 489 of 2020 the Warren County Board of Supervisors adopted the New York State Retention and Disposition Schedule LGS-1, issued pursuant to Article 57-A of the Arts & Cultural Affairs Law, containing legal minimum retention periods for County Government Records, and

WHEREAS, records will be disposed of only as they are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein, and

WHEREAS, only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods, and

WHEREAS, the Retention and Disposition Schedule for New York Local Government Records (LGS-1) provides a subject matter list of all records in the possession of a municipality, now, therefore, be it

RESOLVED, that the New York State Retention and Disposition Schedule for New York Local Government Records (LGS-1) as described above be, and hereby is adopted effective January 4, 2023, and be it further

RESOLVED, that the New York State Retention and Disposition Schedule for New York Local Government Records (LGS-1) as described above be, and hereby is, adopted as the current subject matter list for the County, as required by Section 87(3)(c) of the Public Officer's Law.

Warren County Board of Supervisors

RESOLUTION NO. 6 OF 2023

RESOLUTION INTRODUCED BY CHAIR

AUTHORIZING THE COUNTY AUDITOR TO APPROVE NEW YORK STATE REAL PROPERTY TAX LAW CORRECTION OF ERRORS AND/OR APPLICATIONS FOR REFUNDS

WHEREAS, the New York State Real Property Tax Law, Article 5, Sections 554 and 556, permits a tax levying body the ability to annually delegate to an official the authority to perform the duties of such tax levying body, such as the correction of errors on the tax roll and to authorize a refund or credit, as long as the recommended correction or tax refund is Two Thousand Five Hundred Dollars (\$2,500) or less, and

WHEREAS, Warren County processes correction of errors and refunds by resolution, causing substantial administrative effort and legislative action that can be minimized to reduce time and save cost, and

WHEREAS, the Warren County Treasurer and the Director of Real Property Tax Services recommend the delegation of these duties to enhance the productivity and efficiency of tax roll corrections and tax refunds, and

WHEREAS, in all instances where there is a denial by the delegated official, the Board of Supervisors retains the ultimate authority to determine what action shall occur on the proposed correction or refund, and

WHEREAS, the Board of Supervisors retains the right to annually delegate or keep such duties, now, therefore be it

RESOLVED, that the Warren County Auditor is hereby designated an authorized official to perform the duties associated with the correction of errors on the tax roll and to provide tax refunds and credits for amounts where the correction or refund is Two Thousand Five Hundred Dollars (\$2,500) or less, pursuant to sections 554 and 556 of the New York State Real Property Tax Law, and be it further

RESOLVED, that the term of this delegation is for the 2023 calendar year, ending on December 31, 2023, pursuant to sections 554 and 556 of the New York State Real Property Tax Law, and be it further

RESOLVED, pursuant to sections 554 and 556 of the New York State Real Property Tax Law, that on or before the fifteenth (15th) day of each month, the designated official shall submit a report to the Board of Supervisors of the corrections and refunds processed by him/her during the preceding month that indicates the name of each recipient, the locations of the property/tax map number, and the amount of the correction or refund, and be it further

RESOLVED, that certified copies of this resolution be forwarded to the New York State Office of Real Property Tax Services, the Warren County Treasurer, the Warren County Attorney, the Warren County Auditor and the Warren County Real Property Tax Director.

Warren County Board of Supervisors

RESOLUTION No. 7 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT AND MCDEVITT

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 TABLE OF ORGANIZATION AND WARREN COUNTY SALARY AND COMPENSATION PLAN FOR 2023 TO CREATE A NEW TEMPORARY POSITION WITHIN THE TOURISM DEPARTMENT

WHEREAS, by Resolution No. 68 of 2022, later amended by Resolution No. 576 of 2022, the Board of Supervisors adopted the Rules of the Board, Section B(3) 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 a resolution amending Table of Organization and Warren County Salary and Compensation Plan for 2023 to create a new temporary position within the Tourism Department, 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. 8 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS RUNYON AND DICKINSON

AMENDING TABLE OF ORGANIZATION AND WARREN COUNTY
SALARY AND COMPENSATION PLAN FOR 2023 TO CREATE A NEW
TEMPORARY POSITION WITHIN THE TOURISM DEPARTMENT

RESOLUTION FAILED

RESOLVED, that the Tables of Organization and the Warren County Salary and Compensation Plan for 2023 are hereby amended as follows:

TOURISM

Creating new position of:

A.6417.0001 110

TITLE:

Tourism Coordinator - Temporary

EFFECTIVE DATE

January 5, 2023

ANNUAL SALARY

\$66,781