

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, March 10, 2022
7:00 p.m.

THIS MEETING WILL BE HELD IN PERSON WITH
ONLINE PARTICIPATION OPTIONS

Call to Order
Pledge of Allegiance
Members Present/Members Absent
Call to the Public

- 1) Approval of Agenda
- 2) Consent Agenda
 - a. Approval of February 24, 2022 Regular Meeting Minutes
 - b. Complaint Report
 - c. DPW Report
 - d. Financial Report
 - e. Zoning Report
- 3) Scott Waldorf-Inch Memorial (Bring back from 2/24/2022)
- 4) MiSignal Broadband
- 5) Marion Township Roads
 - Lantern Village
- 6) Cyber & Privacy Liability Coverage
- 7) Township Walking Path
- 8) Michigan Township Par Plan Board of Directors

Correspondence and Updates
Livingston County Update

Call to the Public
Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, March 17, 2022.

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 24, 2022

DRAFT

MEMBERS PRESENT: Bob Harvey, Les Andersen, Greg Durbin, Scott Lloyd, Tammy Beal, Dan Lowe, and Sandy Donovan

MEMBERS ABSENT: None

OTHERS PRESENT: Phil Westmoreland, Spicer

CALL TO ORDER

Bob Harvey called the meeting to order at 7:00 pm. The meeting was also available to attend online.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

No response.

APPROVAL OF AGENDA

Les Andersen motioned to approve the agenda as presented. Greg Durbin seconded. **Motion carried.**

CONSENT AGENDA

Greg Durbin motioned to approve the consent agenda. Les Andersen seconded. **Motion carried.**

SCOTT WALDORF, INCH MEMORIAL

This item will be added to the next meeting's agenda.

SEWER PIPE SIZE DISCUSSION

Dan Lowe motioned to set the Marion Township sewer lead standard for the Development Standards at 4". Sandy Donovan seconded. **Motion carried.**

SEWER FLOW ISSUES

Sewer flow data is included in the packet. Les Andersen motioned to have the Peavy Road flow meter calibrated. Scott Lloyd seconded. Roll call vote: Lowe, Donovan, Lloyd, Beal, Harvey, Durbin, Andersen—all yes. **Motion carried 7-0.**

HOWELL HOTEL REQUEST

Tammy Beal motioned to adjust the sewer bill for the Howell Hotel to \$300 per quarter beginning with the current bill, to be reviewed quarterly. Scott Lloyd seconded. **Motion carried.**

MISIGNAL BROADBAND

John Rowe from MiSignal was present for this item. Bob Hanvey said he would like to remove the source of funds only coming from ARPA funds, Howell Township in paragraph 1 should be changed to Marion Township, he would like 100Mbps changed to 1 Gb. Les Andersen would like the funds to only come from county ARPA funds if granted. The dimensions in the section on the phases need to be corrected.

Les Andersen motioned to accept the agreement with the following changes: Howell Township in paragraph 1 changed to Marion Township, 100Mbps changed to 1 gigabit, and the funds will only come from county ARPA funds if granted. Tammy Beal seconded. Roll call vote: Donovan—no; Durbin—abstained; Hanvey—no; Lloyd—yes; Beal—yes; Andersen—yes; Lowe—yes. **Motion carried 4-2 (1 abstention.)**

Tammy Beal motioned to approve Metro Act agreement contingent on attorney’s approval. Les Andersen seconded. **Motion carried.**

CYBER & PRIVACY LIABILITY COVERAGE

Tammy Beal will get more information on this item for the next meeting.

CORRESPONDENCE & UPDATES

Tammy Beal said Paul from Culver Construction will provide an estimate for a walking path. Les Andersen motioned to authorize the clerk to request Livingston County ARPA funds for a walking path. Sandy Donovan seconded. **Motion carried.**

The attorney has requested a closed session with the board members to discuss Witkowski. Bob Hanvey will try to schedule the meeting for 4 pm.

CALL TO THE PUBLIC

Andy Herald, 1881 Cedar Lake Rd., said he feels the board should get additional quotes for the broadband project.

Dan Lowe said he spoke with Ken Recker from the Drain Commission, and he indicated straw bales on the north end would be okay for the time being.

ADJOURNMENT

Les Andersen motioned to adjourn at 8:45 pm. Tammy Beal seconded. **Motion carried.**

Submitted by: S. Longstreet

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

COMPLAINT LOG

Complaint #	Complainant Name	Offender Name	Complaint Details	Action Taken	Date Violation	Show Cause Date	Resolved
#03-22	Francis Immel	Bart Rue	Shop & storage; Commercial	visited 2/24-no			
	4433 Vines	4385 Cedar Lake Rd.	truck/trash container	violation seen; will			
				revisit 3/3			

FISCAL YEAR 2021-22 MARION TOWNSHIP FINANCIAL REPORT

Feb-22

GENERAL FUND CHECKING

Previous Balance	\$	2,196,123.46
Receipts	\$	166,500.31
Interest	\$	167.65
	\$	<u>2,362,791.42</u>
Expenditures	\$	85,099.67
Balance	\$	<u>2,277,691.75</u>

CEMETERY FUND

Previous Balance	\$	49,362.50
Receipts	\$	-
Interest		
	\$	<u>49,362.50</u>
Expenditures	\$	-
Balance	\$	<u>49,362.50</u>

PARKS & RECREATION FUND

Previous Balance	\$	27,452.38
Receipts	\$	-
Interest		
	\$	<u>27,452.38</u>
Expenditures	\$	14.76
Balance	\$	<u>27,437.62</u>

WATER - NEW USER

Previous Balance	\$	506,357.50
Receipts	\$	32,060.84
Interest	\$	39.95
	\$	<u>538,458.29</u>
Expenditures	\$	-
Balance	\$	<u>538,458.29</u>

SEWER OPERATING & MANAGEMT

Previous Balance	\$	139,446.26
Receipts	\$	37,865.93
Interest		
	\$	<u>177,312.19</u>
Expenditures	\$	37,003.37
Balance	\$	<u>140,308.82</u>

SEWER - NEW USER

Previous Balance	\$	945,810.89
Receipts	\$	74,000.00
Interest	\$	-
	\$	<u>1,019,810.89</u>
Expenditures	\$	-
Balance	\$	<u>1,019,810.89</u>

SPEC ASSESS. FUND

Previous Balance	\$	148,452.40
Receipts	\$	35,174.98
	\$	<u>183,627.38</u>
Expenditures	\$	6,245.00
Balance	\$	<u>177,382.38</u>

ESCROW FUND

Previous Balance	\$	98,035.53
Receipts	\$	-
	\$	<u>98,035.53</u>
Expenditures	\$	14,838.75
Balance	\$	<u>83,196.78</u>

SUMMARY TOTALS

General Fund	\$	2,277,691.75
Cemetery Fund	\$	49,362.50

Parks & Rec Capital Chk	\$	27,437.62
Water - New User	\$	538,458.29
Sewer Operating & Mana	\$	140,308.82
Sewer - New User	\$	1,019,810.89
Special Assess. Fund	\$	177,382.38
Escrow Fund	\$	83,196.78
TOTAL	\$	4,313,649.03

Ref: Financial Report JULY 2020

INTEREST STATEMENT INTEREST EARNED REPORT FY2022

GENERAL FUND	BALANCE 6/30/2021	July	Aug	Sept	1st QTR	Oct	Nov	Dec	2nd QTR	Jan	Feb	Mar	3rd QTR	EARN YTD	BALANCE
FINBH Sav #919599	\$ 320,628.50	\$ 56.66	\$ 40.86	\$ 39.54	\$ 137.06	\$ 40.86	\$ 37.06	\$ 38.23	\$ 116.15	\$ 38.31	\$ 34.56		\$ 72.87	\$ 326.08	\$ 320,954.58
FINBH Land Acq #919342	\$ 226,055.57	\$ 30.35	\$ 19.20	\$ 22.12	\$ 72.67	\$ 31.99	\$ 30.97	\$ 32.00	\$ 94.96	\$ 32.00	\$ 28.92		\$ 60.92	\$ 228.55	\$ 251,284.12
FINBH GEN CHECKING #11	\$ 1,928,017.12	\$ 286.17	\$ 203.58	\$ 208.30	\$ 698.05	\$ 162.89	\$ 157.30	\$ 165.35	\$ 485.34	\$ 182.85	\$ 167.65		\$ 350.50	\$ 1,533.89	\$ 2,277,691.75
The State Bank #37106 CD	\$ 249,492.77	\$ 997.97			\$ 997.97									\$ 1,060.08	\$ 250,552.85
Flagstar Bank #427853054	\$ 128,111.02									\$ 288.94	\$ 197.11		\$ 486.05	\$ 1,281,110.02	\$ 128,111.02
Flagstar Bank #427853054	\$ 113,351.85									\$ 28.04	\$ 197.11		\$ 406.15	\$ 16.08	\$ 113,560.79
Key Bank #22968300100	\$ 229,556.98	\$ 2.03	\$ 2.04	\$ 2.03	\$ 6.10	\$ 1.97	\$ 1.97	\$ 2.03	\$ 5.97	\$ 544.14	\$ 295.21		\$ 839.35	\$ 3,164.68	\$ 3,581,808.17
Monthly Totals	\$ 3,205,213.81	\$ 375.21	\$ 1,263.65	\$ 272.99	\$ 1,911.35	\$ 237.51	\$ 227.30	\$ 237.61	\$ 702.42	\$ 544.14	\$ 295.21		\$ 839.35	\$ 3,164.68	\$ 3,581,808.17

WATER FUND

WATER NU #205886	\$ 477,594.87	\$ 68.05	\$ 47.94	\$ 48.41	\$ 164.41	\$ 42.36	\$ 40.43	\$ 42.15	\$ 124.94	\$ 41.28	\$ 39.95		\$ 81.23	\$ 370.58	\$ 538,458.29
Monthly Totals	\$ 477,594.87	\$ 68.06	\$ 47.94	\$ 48.41	\$ 164.41	\$ 42.36	\$ 40.43	\$ 42.15	\$ 124.94	\$ 41.28	\$ 39.95		\$ 81.23	\$ 370.58	\$ 538,458.29

SEWER FUND

CIBC CD # 5981321	\$ 207,689.29													\$ 589.61	\$ 208,278.90
FINBH Sew OM #194910	\$ 193,386.85	\$ 245.31		\$ 241.66	\$ 487.57	\$ 94.90	\$ 91.88	\$ 94.99	\$ 281.77	\$ 154.47	\$ 139.50		\$ 293.97	\$ 789.34	\$ 203,447.05
MSUFCD CD # X225	\$ 202,677.71	\$ 172.98	\$ 113.22	\$ 110.82	\$ 397.02	\$ 154.27	\$ 149.43	\$ 154.46	\$ 458.16	\$ 154.47	\$ 139.50		\$ 293.97	\$ 1,149.15	\$ 1,214,003.64
FINBH Sew NOW #206029	\$ 1,212,854.49													\$ 945,810.89	\$ 945,810.89
FINBH Sew NU #5102405	\$ 670,569.89									\$ 516.73			\$ 516.73	\$ 204,376.10	\$ 204,376.10
Mercantile Bank #4300172	\$ 203,859.37									\$ 170.75	\$ 154.24		\$ 324.99	\$ 1,523.10	\$ 204,376.10
CBIC CDARS #1023732161	\$ 2,008,995.59	\$ 221.84	\$ 221.84	\$ 214.74	\$ 668.42	\$ 203.74	\$ 165.20	\$ 170.75	\$ 520.69	\$ 170.75	\$ 154.24		\$ 324.99	\$ 1,523.10	\$ 2,010,318.69
Monthly Totals	\$ 4,700,024.19	\$ 418.89	\$ 113.22	\$ 352.48	\$ 884.59	\$ 249.17	\$ 241.31	\$ 249.45	\$ 739.93	\$ 671.20	\$ 729.11		\$ 1,400.31	\$ 3,024.83	\$ 4,926,744.09
Grand Total	\$ 8,382,832.87	\$ 862.16	\$ 1,424.81	\$ 673.88	\$ 2,960.85	\$ 529.04	\$ 509.04	\$ 529.21	\$ 1,567.29	\$ 1,256.62	\$ 1,064.27		\$ 2,320.89	\$ 13,698.06	\$ 9,047,010.55

#101 General Fund
Transactions by Account

As of February 28, 2022

Date	Num	Name	Amount
001-001 - CASH - GENERAL - FNB			
02/01/2022	11780	STAPLES	-345.36
02/01/2022	11781	DAVID HAMANN	-35.10
02/01/2022	11783	ALLSTAR ALARM	-259.00
02/01/2022	11784	LIV CO TREASURER'S ASSOCIATION	-10.00
02/07/2022	11785	Spicer Group Inc	-101.50
02/07/2022	11786	KATHLEEN CICAN	-100.00
02/07/2022	11787	FOWLerville NEWS & VIEWS	-222.50
02/07/2022	11789	Culligan of Ann Arbor	-84.80
02/07/2022	11790	AT&T -General	-429.55
02/07/2022	11791	CARTRIDGE WORLD	-370.96
02/07/2022	11792	GORMLEY AND JOHNSON LAW OFFI	-1,139.55
02/07/2022	11793	CARLISLE/WORTMAN, Inc.	-690.00
02/07/2022	11798	DTE ENERGY	-505.47
02/09/2022	11800	VERIZON WIRELESS	-53.05
02/10/2022	11794	VOYA Institutional Trust	-300.00
02/10/2022	11795	ALERUS PAYMENT SOLUTIONS	-4,031.85
02/10/2022	11796	Marion Township Flex Fund	-1,700.00
02/10/2022	0013614	LESLIE D. ANDERSEN	-324.09
02/10/2022	0013615	JAMES L. ANDERSON JR.	-88.10
02/10/2022	0013616	SCOTT R. LLOYD	-150.51
02/10/2022	0013617	BRUCE V. POWELSON	-92.35
02/10/2022	0013618	CHERYL A. RANGE	-92.35
02/10/2022	0013619	JEAN ROOT ...	-88.10
02/10/2022	E94549	TAMMY L. BEAL	-2,620.10
02/10/2022	E94550	GAIL A. BURLINGAME	-2,799.18
02/10/2022	E94551	SANDY DONOVAN	-3,267.27
02/10/2022	E94552	GREGORY L. DURBIN	-1,099.76
02/10/2022	E94553	LAWRENCE W. GRUNN	-132.14
02/10/2022	E94554	DAVE HAMANN	-2,665.07
02/10/2022	E94555	ROBERT W. HANVEY	-3,777.14
02/10/2022	E94556	ROBERT JABER JR	-2,398.20
02/10/2022	E94558	LOREEN B. JUDSON	-3,289.73
02/10/2022	E94559	THOMAS A. LLOYD	-516.89
02/10/2022	E94560	SANDRA J. LONGSTREET	-2,316.24
02/10/2022	E94561	DANIEL F. LOWE	-479.09
02/10/2022	E94563	KITSEY A. RENNELLS	-2,477.35
02/10/2022	E94565	JESSICA S. TIMBERLAKE	-2,064.03
02/10/2022	11801	B&L Services	-810.00
02/14/2022	11797	Jeff Harrington	-100.00
02/15/2022	11802	PFEFFER-HANNIFORD-PALKA	-6,670.00
02/15/2022	11803	QUADIEN FINANCE USA, INC.- posta	-600.00
02/15/2022	11804	Charter Communications	-431.21

#101 General Fund
Transactions by Account

As of February 28, 2022

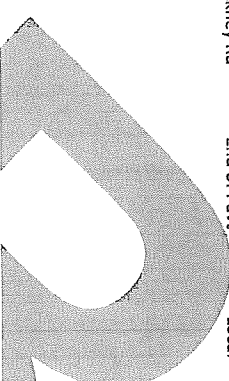
Date	Num	Name	Amount
02/21/2022	11805	PAULA LASSILA	-100.00
02/21/2022	11806	Shirley Piesko	-100.00
02/21/2022	11807	Colonial Life	-647.56
02/23/2022	11808	PRINTING SYSTEMS INC	-141.31
02/23/2022	11809	Blue Cross Blue Shield of Michigan	-17,821.40
02/23/2022	11810	Jessica Timberlake	-230.00
02/24/2022	11812	CONSUMERS ENERGY	-570.39
02/28/2022	11811	ROXANNE JENKS	-100.00
02/28/2022	11813	Renee Hocking	-540.00
02/28/2022	11814	DAVID HAMANN	-56.16
02/28/2022	11815	STAPLES	-369.26
02/28/2022	11817	AT&T -General	-429.87
02/28/2022	11818	PNC Bank	-2,376.18

LCRC 2021 - 2025 Potential PPP Plan

Marion Township

Disclaimer: The following list is a planning document and projects/ budgets identified are subject to change due to funding, budget, and other unforeseen infrastructure issues. Project estimates are for planning purposes only and are approximate

Road Name	From	To	Primary / Local	Miles	Treatment	Estimated Project Cost	LCRC Cost Sharing	Twp Contributions	LCRC Share
2021									
Burkhart Rd	Norton Rd	Mason Rd	Primary	0.31	HMA Wedge & Overlay	\$ 90,000	50%	\$ 45,000	\$ 45,000
Triangle Lake Rd	Coon Lake Rd	End of Pavt	Local	0.43	Mill & Resurface (2 course)	\$ 185,000	30%	\$ 129,500	\$ 55,500
Schafer Rd	Bentley Lake Rd	Pinckney Rd	Local	2.02	Dbl Chip Seal w/ Fog	\$ 110,000	30%	\$ 77,000	\$ 33,000
Peavy Rd	Mason Rd	End of Pavt	Local	1.45	Crack Seal	\$ 9,419	100%	\$ -	\$ 9,419
				4.21		\$ 394,419		\$ 251,500	\$ 142,919
2022									
Wright Rd	Pinckney Rd	End of Pavt	Local	0.39	Mill & Resurface (2 course)	\$ 148,610	50%	\$ 74,305	\$ 74,305
Cedar Lake Rd	Norton Rd	Jewell Rd	Local	1.65	Chip Seal w/ Fog	\$ 65,880	50%	\$ 32,940	\$ 32,940
Jewell Rd	Cedar Lake Rd	County Farm Rd	Local	1.82	Crack Seal	\$ 11,830	100%	\$ -	\$ 11,830
Norton Rd	Amos Rd	Burkhart Rd	Primary	0.87	Crack Seal	\$ 5,655	100%	\$ -	\$ 5,655
Coon Lake Rd	Pingree Rd	County Farm Rd	Primary	2.77	Crack Seal	\$ 18,031	100%	\$ -	\$ 18,031
				7.50		\$ 250,006		\$ 107,245	\$ 142,761
2023									
County Farm Rd	M-155	Jewell Rd	Primary	1.04	HMA Wedge & Overlay	\$ 347,730	50%	\$ 173,865	\$ 173,865
Coon Lake Rd	Pinckney Rd	Twp Line	Primary	1.18	Chip Seal w/ Fog	\$ 47,240	50%	\$ 23,620	\$ 23,620
Bentley Lake Rd	Coon Lake Rd	End of Pavt	Local	0.75	Crack Seal	\$ 4,901	100%	\$ -	\$ 4,901
Pinckney Rd	Schafer Rd	Coon Lake Rd	Primary	1.96	Crack Seal	\$ 12,721	100%	\$ -	\$ 12,721
				4.93		\$ 412,592		\$ 197,485	\$ 215,107
2024									
County Farm Rd	Jewell Rd	Sexton Rd	Primary	0.78	HMA Wedge & Overlay	\$ 261,635	50%	\$ 130,818	\$ 130,818
Sexton Rd	County Farm Rd	County Farm Rd	Primary	0.25	HMA Wedge & Overlay	\$ 82,745	50%	\$ 41,373	\$ 41,373
Peavy Rd	Mason Rd	End of Pavt	Local	1.45	Chip Seal w/ Fog	\$ 58,000	50%	\$ 29,000	\$ 29,000
Jewell Rd	Cedar Lake Rd	County Farm Rd	Local	1.82	Chip Seal w/ Fog	\$ 72,800	50%	\$ 36,400	\$ 36,400
				4.30		\$ 475,180		\$ 237,590	\$ 237,590
2025									
Norton Rd	Burkhart Rd	County Farm Rd	Local	1.43	Mill & Resurface (2 course)	\$ 548,625	50%	\$ 274,313	\$ 274,313
Burkhart Rd	Norton Rd	Mason Rd	Primary	0.31	Crack Seal	\$ 2,028	100%	\$ -	\$ 2,028
Triangle Lake Rd	Coon Lake Rd	End of Pavt	Local	0.43	Crack Seal	\$ 2,782	100%	\$ -	\$ 2,782
Schafer Rd	Bentley Lake Rd	Pinckney Rd	Local	2.02	Crack Seal	\$ 13,137	100%	\$ -	\$ 13,137
				4.19		\$ 566,572		\$ 274,313	\$ 292,259
Other Possible Projects:									
Old Pinckney Rd	Pinckney Rd	End of Pavt	Local	0.17	Mill & Resurface (2 course)	\$ 65,450	50%	\$ 32,725	\$ 32,725



Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

February 17, 2022

MEMORANDUM TO: Marion Township Board of Trustees
FROM: Steve Wasylk, Managing Director
SUBJECT: Project Agreement (s), Lantern Village

The enclosed project agreement has been prepared for your review and approval. Once approved, please have all copies signed by the Supervisor and Clerk and returned to our office marked for the attention of Cathy Jones. **PLEASE DO NOT DATE THE DOCUMENT(S).**

After submittal to the Board of County Road Commissioners for their approval, a dated fully executed copy will be returned to you for your files.

SW/cj

enc: 2 copies of 1 agreement

cc: Jodie Tedesco, County Highway Engineer

PROJECT AGREEMENT

JOB NUMBER: _____

This Agreement made and entered into this _____ day of _____, 2022 by and between the TOWNSHIP of MARION Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

WITNESSETH

The Township has selected the following road to be improved as described below:

**LANTERN VILLAGE
(INCLUDES HARMAN DR, LANTERNVIEW CT AND MANDRY DR)
APPROXIMATELY 0.53 MILES
MILL EXISTING PAVEMENT AND PLACE 4.0 INCHES OF
NEW HOT MIX ASPHALT IN TWO LIFTS
ALTOGETHER WITH THE NECESSARY RELATED WORK**

The parties agree as follows:

1. The Engineer's Opinion of Probable Cost is \$250,000. The Township shall pay the Road Commission 100% of the cost of the project not to exceed \$250,000. The remaining balance will be paid by the Livingston County Road Commission.
 - A. The balance shall be paid promptly as invoiced.
 - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
 - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

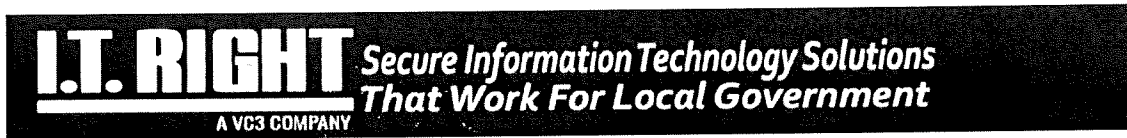
tammybeal@mariontownship.com

From: Bob Hanvey <supervisor@mariontownship.com>
Sent: Monday, February 28, 2022 11:45 AM
To: Sandy Donovan; Tammy Beal
Subject: FW: Cybersecurity in an age of Cyber War

fyi

From: IT Right <management@itright.com>
Sent: Friday, February 25, 2022 4:00 PM
To: Bob <supervisor@mariontownship.com>
Subject: Cybersecurity in an age of Cyber War

[View this email in your browser](#)



Your cybersecurity is our job, you can help.

By now, you know that there is a significantly increased risk of nation-sponsored cyber-attacks on local government. It is well-documented that Russia and other nation-states use cyber-attacks to attack the United States to retaliate or exert pressure.

You may be getting questions from department heads or elected officials about this increased chance of cyber-attacks and wonder, what is IT RIGHT/VC3 doing?

Many of the preventative measures recommended by the Cybersecurity and Infrastructure Security Agency (CISA) to protect against nation-state attacks align with IT Right's cybersecurity best practices:

- **Threat Prevention and Detection:** In addition to antivirus and anti-malware tools, IT Right has deployed Endpoint Detection and Response (EDR) to all of our clients. This product helps detect threats on endpoint devices (servers, computers, etc.) and provides critical

information and tools during an attack. For example, during an attack, an EDR tool can cut your computer off from your organization's network—locking out the threat actor and preventing the further spread of a dangerous virus.

- **Intrusion/Persistence Monitoring:** We monitor your servers 24x7 for intrusions that may not be an active threat yet.
- **Software Patching:** IT Right regularly patches software (Microsoft and 3rd party) vulnerabilities as part of our routine maintenance.
- **Firewall Best Practices:** IT Right centrally manages firewalls to verify they are correctly configured and kept up-to-date.
- **CIS Benchmarks:** As recommended by the State of Michigan, IT Right is working hard to implement the benchmarks and standards laid out by the Center for Internet Security. Because we use this industry-standard security framework, you can rest assured that your security is not just our opinion.
- **MS-ISAC:** IT Right subscribes to the Multi-State Information Sharing and Analysis Center. MS-ISAC is an organization that aggregates active threat information for local government and recommends action to its members. Beyond this, we get threat information from CISA, Homeland Security, FBI, and the Michigan Cyber Command Center (MC3).

What you can do to help:

- **Stay vigilant** against phishing attempts.
- **Reboot** your computer regularly, and turn it off over holidays and long weekends if you won't be using it.
- **Validate links** and attachments sent through email, even from trusted sources.
- **Stay off personal social media** accounts while at work.
- **Be mindful** of actions taken on the Internet and visiting only trusted sites.

The threat of a nation-state cyber-attack can seem ambiguous, scary, and overwhelming. IT Right & VC3 are here to help you stay resilient. We have implemented tools and procedures to help prevent, detect, respond and recover from any source of cyber-attack.

Finally, know that we get these notices too, but you are welcome to send any of them along "just in case" or if you want an explanation.

As always, feel free to let us know if you have any questions or want to talk about the cybersecurity measures you have in place.

Sincerely,

MGMT

IT Right

1-855-ITRIGHT

Acrisure Response mobile app

Download today for targeted cybersecurity alerts, critical security tools, free expert advice, and the quickest way to notify



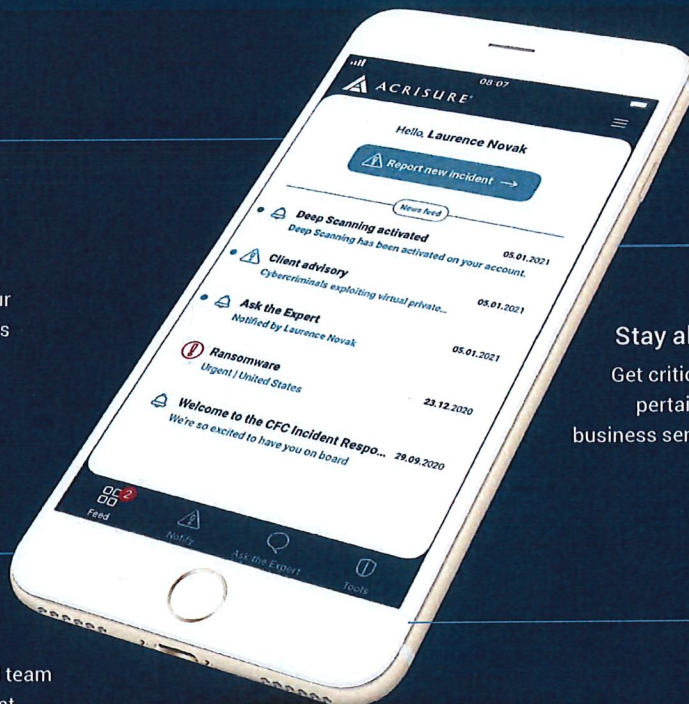
Notify claims instantly

Suffering an incident? Trigger an immediate call-back from our experienced team of responders



Access expert advice

Access our specialist technical team for help with risk mitigation, best practices and more



Stay ahead of the hackers

Get critical, time-sensitive alerts pertaining specifically to your business sent straight to your phone



Turn on the tools

Activate tools like Deep Scanning and Dark Web Monitoring which identify vulnerabilities before they lead to an attack



This award-winning app is available on the [App Store](#) or [Google Play](#) to all Acrisure Cyber policyholders. To register, all you need is your Acrisure Cyber policy number.





INDICATION OF TERMS

REFERENCE NUMBER:	2553758
COMPANY NAME:	Township of Marion Livingston
TOTAL PAYABLE:	USD2,470.00
Premium breakdown:	
Cyber & Privacy:	USD1,600.00
Cyber Crime:	USD870.00
Policy Administration Fee:	USD0.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Township
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS:	Public Entity Amendatory Clause Specified Broker Invoice Manipulation Fraud Extension Clause Policyholder Disclosure Notice Of Terrorism Insurance Coverage Acrisure Special Amendatory Clause
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: 1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	29 Dec 2021
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE



PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES



DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event
Deductible:	USD0	each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION D: EXTORTION

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	USD50,000	each and every claim
Deductible:	USD2,500	each and every claim



SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	USD1,000,000	each and every claim, sub-limited to USD1,000,000 in respect of system failure
Deductible:	USD2,500	each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	USD100,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD1,000,000	each and every claim, sub-limited to USD1,000,000 in respect of system failure
Deductible:	USD2,500	each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim



SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD2,500	each and every claim

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses



SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



PUBLIC ENTITY AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: N/A

THE INSURED: Township of Marion Livingston

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The **DEFINITION** of "**Company**" is deleted in its entirety and replaced with the following:

"Company" means

the organization stated in the Declarations page and any of its departments or divisions that are included within the operating budget provided to **us** by **you** in **your** application for this insurance.

2. The **DEFINITION** of "**Senior executive officer**" is deleted in its entirety and replaced with the following:

"Senior executive officer" means

board members and executive committee members of the **company** or any individual holding an equivalent position in the **company**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



SPECIFIED BROKER INVOICE MANIPULATION FRAUD EXTENSION CLAUSE

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: Township of Marion Livingston
WITH EFFECT FROM: -

It is understood and agreed that the following **SECTION** is added to **INSURING CLAUSE 2** in the Declarations page:

SECTION I: INVOICE MANIPULATION FRAUD

Limit of liability:	USD250,000	each and every claim
Deductible:	USD 2,500	each and every claim

It is further understood and agreed that the following amendments are made to the Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 2**:

SECTION I: INVOICE MANIPULATION FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of theft committed by a **third party** of a **client's** money or other financial assets that the **client** intended to send to **you** but which **you** did not receive, as a result of fraudulent electronic communications designed to impersonate **you**, including the creation of fraudulent invoices or change of banking details.

However, cover under this Section is only provided in the event the fraudulent electronic communications are as a direct result of the **third party** compromising the **company's** network security.

2. The following **EXCLUSION** is added:

Customer reimbursement costs

in respect of **INSURING CLAUSE 2**, for any costs incurred to reimburse **your** customers for their financial loss arising out of any fraudulent communications.

However, this Exclusion will not apply to part b. of **INSURING CLAUSE 2 (SECTION G)** only).

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER: N/A

THE INSURED: Township of Marion Livingston

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



ACRISURE SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: N/A

THE INSURED: Township of Marion Livingston

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to the Declarations page:

1. The time period shown as the "WAITING PERIOD" is deleted in its entirety and replaced with the following:

WAITING PERIOD: 6 hours

2. The duration and premium stated as the "OPTIONAL EXTENDED REPORTING PERIOD" are deleted in their entirety and replaced with the following:

12 months for 90% of applicable annualized premium
24 months for 150% of applicable annualized premium
36 months for 175% of applicable annualized premium

3. The following **INSURING CLAUSE** is added:

INSURING CLAUSE: CRIMINAL REWARD COVERAGE

Aggregate limit of liability: USD50,000 in the aggregate
Deductible: USD2,500 each and every claim

4. **INSURING CLAUSE 2 (SECTION H only)** is deleted in its entirety and replaced with the following:

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD350,000 each and every claim
Deductible: USD2,500 each and every claim

5. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability: USD250,000 in the aggregate,
including **costs and expenses**
Deductible: USD2,500 each and every claim,
including **costs and expenses**

It is further understood and agreed that the following amendments are made to the Policy:



1. The following **INSURING CLAUSE** is added:

INSURING CLAUSE: CRIMINAL REWARD COVERAGE

We agree to reimburse **you** any reasonable sums necessarily incurred with **our** prior written agreement to pay any person or organization, other than:

- a. any external or internal auditor of the company; or
- b. any individual or organization who manages or supervises the individuals stated in a. above;

for information not otherwise available which directly results in the arrest and conviction of any person or organization who is committing or has committed any illegal act directly relating to a claim covered under **INSURING CLAUSES 1, 2, 3 or 4.**

2. The following **SECTION** is added to **INSURING CLAUSE 4:**

SECTION F: CONTINGENT BODILY INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** caused as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy.**

We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

3. The following **DEFINITION** is added:

"Bodily injury" means

death, bodily injury, mental injury, illness or disease.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

Bodily injury and property damage

arising directly or indirectly out of:

- a. **bodily injury;** or
- b. tangible property damage.

However, part a. of this Exclusion will not apply to:

- a. **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress; and
- b. **INSURING CLAUSE 4 (SECTION F only).**



SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



ACRISURE[®]
CYBER



PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy carefully as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations page and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The sections of this Policy are identified by the acrisure-dark-blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. gain access to **our 24/7 cyber incident response line**;
- b. engage with **our cyber incident manager** who will coordinate the initial response;
- c. obtain initial advice and consultancy from **our cyber incident manager**, including threat intelligence in relation to the **cyber event**; and
- d. obtain initial remote support and assistance from **our cyber incident manager** to respond to the **cyber event**.

SECTION B: LEGAL AND REGULATORY COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. obtain legal advice to determine the correct course of action;
- b. draft **privacy breach** notification letters, substitute notices, website notices or e-mail notification templates;
- c. notify any appropriate governmental, regulatory, law enforcement, professional or statutory body;
- d. respond to any **regulatory investigation**; and
- e. defend any regulatory action.

SECTION C: IT SECURITY AND FORENSIC COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. engage with an external IT security consultant to identify the source and scope of the **cyber event**;
- b. obtain initial advice to remediate the impact of the **cyber event**;
- c. conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
- d. contain and remove any malware discovered on **your computer systems**; and
- e. engage with an IT security consultant to provide expert witness testimony at any trial or hearing arising from the **cyber event**.

SECTION D: CRISIS COMMUNICATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
- b. coordinate media relations in response to the **cyber event**;
- c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event**; and
- d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event**.

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and
- d. provide translation services to manage communications with affected individuals.

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on behalf of any **third party** any reasonable sums necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and

- d. provide translation services to manage communications with affected individuals;

provided that **you** have contractually indemnified the **third party** against this **cyber event** and they have a legal obligation to notify affected individuals.

SECTION G: POST BREACH REMEDIATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our** **cyber incident manager** following a **cyber event** covered under **INSURING CLAUSE 1 (SECTIONS A, B, C, D, E and F only)** for the following services in order to mitigate the potential of a future **cyber event**:

- a. complete an information security risk assessment;
- b. conduct an information security gap analysis;
- c. develop an information security document set; and
- d. deliver an information security awareness training session.

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of any **third party** committing:

- a. any unauthorized electronic transfer of funds from **your** bank;
- b. theft of money or other financial assets from **your** bank by electronic means;
- c. theft of money or other financial assets from **your** corporate credit cards by electronic means; or
- d. any phishing, vishing or other social engineering attack against any **employee** or **senior executive officer** that results in the transfer of **your** funds to an unintended **third party**.

SECTION B: THEFT OF FUNDS HELD IN ESCROW

We agree to reimburse **you** for **loss** (including compensation **you** are required to pay) first discovered by **you** during the **period of the policy** as a direct result of **you** having to reimburse any **third party** for theft, committed by a **third party** by electronic means, of their money or other financial assets from a bank account held by **you** on their behalf.

SECTION C: THEFT OF PERSONAL FUNDS

We agree to reimburse any **senior executive officer** for personal financial loss first discovered by them during the **period of the policy** as a direct result of any **third party** compromising the **company's** network security which results in:

- a. theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
- b. identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by **you**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

- a. introduce malware, or the actual introduction of malware, including Ransomware, into **your computer systems**;

- b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
- c. reveal **your** confidential information or confidential information entrusted to **you**; or
- d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: CORPORATE IDENTITY THEFT

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** arising as a direct result of the fraudulent use or misuse of **your** electronic identity including the establishment of credit in **your** name, the electronic signing of any contract, the creation of any website designed to impersonate **you** or the reliance by any **third party** on a fraudulent version of **your** digital identity.

SECTION F: TELEPHONE HACKING

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **your** telephone system being hacked by a **third party** including the cost of unauthorized calls or unauthorized use of **your** bandwidth.

SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse **you** in the event of fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products first discovered by **you** during the **period of the policy**, for:

- a. the cost of creating and issuing a specific press release or establishing a specific website to advise **your** customers and prospective customers of the fraudulent communications; and
- b. the cost of reimbursing **your** existing customers for their financial loss arising directly from the fraudulent communications, including fraudulent invoices manipulated to impersonate **you**; and
- c. **your income loss** sustained following **your** discovery of the fraudulent communications as a direct result of the fraudulent communications; and
- d. external costs associated with the removal of websites designed to impersonate **you**.

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **cryptojacking** or **botnetting**.

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
- b. specialist consultants, including IT forensic consultants, to recover **your** data or applications; and
- c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse **you** for **your income loss** and **extra expense** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **extra expense** recoverable under **INSURING CLAUSE 3 (SECTION B)** only):

- a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers;
- b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;
- c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
- d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION D: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse **you** for **your income loss** sustained during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to **your** reputation as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your income loss** sustained following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS A, B, C, D and E)** only). We will only pay these costs where they are incurred with an independent expert appointed by the **cyber incident manager**.

SECTION G: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. the transmission of malware to a **third party's** computer system;
- b. **your computer systems** being used to carry out a denial of service attack;
- c. **your** failure to prevent unauthorized access to information stored or applications hosted on **your computer systems** or a **third party's** computer systems; and
- d. identity theft, experienced by **your employees, senior executive officers** or any **third party**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. an actual or suspected disclosure of or unauthorized access to any Personally Identifiable Information (PII), including payment card information or Protected Health Information (PHI);
- b. **your** failure to adequately warn affected individuals of a **privacy breach**, including the failure to provide a data breach notification in a timely manner;
- c. a breach of any rights of confidentiality as a direct result of **your** failure to maintain the confidentiality of any data pertaining to an **employee** or a **senior executive officer**;
- d. a breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of commercial information, PII, or PHI;
- e. a breach of any part of **your** privacy policy; or
- f. actual or suspected disclosure of or unauthorized access to **your** data or data for which **you** are responsible.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: MANAGEMENT LIABILITY

We agree to pay on behalf of any **senior executive officer** all sums they become legally obliged to pay as a result of any **claim** made against them arising directly out of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on behalf of **your senior executive officers**.

However, **we** will not make any payment under this Section for which the **senior executive officer** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION D: REGULATORY FINES

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. defamation, including but not limited to libel, slander, trade libel, product disparagement and injurious falsehood; or
- b. emotional distress or outrage based on harm to the character or reputation of any person or entity;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;
- b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;
- c. breach of any intellectual property rights license acquired by **you**; or
- d. failure to attribute authorship or provide credit;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' **costs and expenses**) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error, omission or breach of contract in the provision of **your technology services**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

YOUR MAXIMUM LIMITS UNDER THIS POLICY

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit** plus the **incident response limit**.

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** and one **incident response limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** and one **incident response limit** will apply in total for that claim.

YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, the maximum amount payable under this Policy in total aggregate will be the **policy limit**.

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, we may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made we will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit** plus the **incident response limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit** plus the **incident response limit**, and if a damages payment in excess of the **policy limit** plus the **incident response limit** has to be made to dispose of any **claim**, our liability for **costs and expenses** will be in the same proportion as the **policy limit** plus the **incident response limit** bears to the total amount of the damages payment.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

In respect of **INSURING CLAUSE 3 (SECTION B and D only)**, a single **waiting period, deductible** and **indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. **"Approved claims panel providers"** means

the approved claims panel providers stated in the Declarations page.

CFC Underwriting Limited is Authorized and Regulated by the Financial Conduct Authority

©1999-2021 CFC Underwriting Ltd, All Rights Reserved

Cyber, Private Enterprise v3.0

2. **"Botnetting"** means

the unauthorized use of **your computer systems** by a **third party** for the purpose of launching a denial of service attack or hacking attack against another **third party**.

3. **"Business operations"** means

the business operations stated in the Declarations page.

4. **"Claim"** means

- a. a written demand for compensation;
- b. a written request for a retraction or a correction;
- c. a threat or initiation of a lawsuit; or
- d. a disciplinary action or **regulatory investigation**.

made against **you**.

5. **"Client"** means

any **third party** with whom **you** have a contract in place for the supply of **your** business services in return for a fee, or where a fee would normally be expected to be paid.

6. **"Company"** means

the company named as the Insured in the Declarations page or any **subsidiary**.

7. **"Computer systems"** means

all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

8. **"Continuity date"** means

the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

9. **"Costs and expenses"** means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all **costs and expenses** being incurred with the **cyber incident manager's** prior written agreement.

10. **"Cryptojacking"** means
the unauthorized use of **your computer systems** by a **third party** for the sole purpose of cryptocurrency mining activities.
11. **"Cyber event"** means
any actual or suspected unauthorized system access, electronic attack or **privacy breach**, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

Cyber event does not mean **system failure**.
12. **"Cyber incident manager"** means
the company or individual named as the cyber incident manager in the Declarations page.
13. **"Cyber incident response line"** means
the telephone number stated as the cyber incident response line in the Declarations page.
14. **"Deductible"** means
the amount stated as the deductible in the Declarations page.
15. **"Employee"** means
any employee of the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

"Employee" does not mean any **senior executive officer**.
16. **"Expiry date"** means
the expiry date stated in the Declarations page.
17. **"Extra expense"** means
your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your business operations**, provided that the costs are less than **your** expected **income loss** sustained had these measures not been taken.
18. **"Inception date"** means
the inception date stated in the Declarations page.
19. **"Incident response limit"** means
the highest individual limit available where cover is applicable under **INSURING CLAUSE 1** as stated in the Declarations page.

20. **"Income loss"** means

your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your business operations** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

- a. actual income (less sales tax) generated directly from **your business operations** during the **indemnity period** or **reputational harm period**; and
- b. any cost savings achieved as a direct result of the reduction in income.

21. **"Indemnity period"** means

the period starting from the first occurrence of:

- a. the **computer systems** downtime; or
- b. the downtime of computer systems used directly by a **supply chain partner**;

and lasting for the period stated as the indemnity period in the Declarations page.

22. **"Loss"** means

any direct financial loss sustained by the **company**.

23. **"Media content"** means

any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

"Media content" does not include any:

- a. tangible product design;
- b. industrial design;
- c. architectural or building services;
- d. any advertisement created by **you** for a **third party**;
- e. business, company, product or trading name;
- f. product packaging or labeling; or
- g. software products.

24. **"Payment card breach"** means

an actual or suspected unauthorized disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

"Payment card breach" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

25. **"Period of the policy"** means

the period between the **inception date** and the **expiry date** or until the Policy is canceled in accordance with **CONDITION 5**

26. **"Policy limit"** means
the highest individual limit available where cover is applicable under any Insuring Clause or Section as stated in the Declarations page.
27. **"Premium"** means
the amount stated as the premium in the Declarations page and any subsequent adjustments.
28. **"Privacy breach"** means
an actual or suspected unauthorized disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.
- "Privacy breach"** does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.
29. **"Regulatory investigation"** means
a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.
30. **"Reputational harm period"** means
the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Declarations page.
31. **"Senior executive officer"** means
board members, C-level executives, in-house lawyers and risk managers of the **company**.
32. **"Subsidiary"** means
any entity in which the **company** has majority ownership of on or before the **inception date**.
33. **"Supply chain partner"** means
any:
 - a. **third party** that provides **you** with hosted computing services including infrastructure, platform, file storage and application level services; or
 - b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.
34. **"System failure"** means
any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 3 (SECTION D only)**, **system failure** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

System failure does not mean a **cyber event**.

35. **"Technology services"** means

means the supply by **you** of technology services to **your client**, including but not limited to hardware, software, data processing, internet services, data and application hosting, computer systems analysis, consulting, training, programming, installation, integration, support and network management.

36. **"Third party"** means

any person who is not an **employee** or any legal entity that is not the **company**.

37. **"Waiting period"** means

the number of hours stated as the waiting period in the Declarations page.

38. **"We/our/us"** means

the underwriters stated in the Declarations page.

39. **"You/your"** means

the **company**, **employees** and **senior executive officers** solely acting in the normal course of the **company's business operations**.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO SYSTEM DAMAGE AND BUSINESS INTERRUPTION

In respect of **INSURING CLAUSE 3** only:

1. **Business interruption liability**

for that part of any **claim** that constitutes actual or alleged liability to a **third party**, or legal costs in the defense of any **claim**, including customer compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

2. **Antitrust**

in respect of **INSURING CLAUSES 5** and **6**, for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

3. **Associated companies**

- a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 10% executive or financial interest, unless the **claim** emanates from an independent **third party**;

- b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 10% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or
- d. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

4. Betterment

which results in **you** being in a better financial position or **you** benefitting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** **we** will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

This Exclusion will not apply to **INSURING CLAUSES 1 (SECTION G only) and 3 (SECTION G only)**.

5. Bodily injury and property damage

arising directly or indirectly out of bodily injury, or tangible property damage.

However, this Exclusion will not apply to **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress.

6. Chargebacks

for any credit card company or bank, wholly or partially, reversing or preventing a payment transaction, unless specifically covered under **INSURING CLAUSE 4 (SECTION E only)** for which **you** have purchased coverage.

7. Core internet infrastructure failure

arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

8. Domain name suspension or revocation

arising directly or indirectly from the suspension, cancellation, revocation or failure to renew any of **your** domain names or uniform resource locators.

9. Insolvency

arising out of or relating directly or indirectly to **your** insolvency or bankruptcy, or the insolvency or bankruptcy of any **third party**. However, **your** insolvency will not relieve **us** of any of **our** legal obligations under this contract of insurance where this insolvency does not give rise to a claim under this Policy.

10. Known claims and circumstances

arising out of any actual or suspected **cyber event, claim** or circumstance which might give rise to a claim under this Policy of which a **senior executive officer** was aware of, or ought reasonably to have been aware of, prior to the **continuity date**, including any claim or circumstance notified to any other insurer.

11. Liquidated damages, service credits and penalty clauses

for liquidated damages or service credits, or arising out of penalty clauses unless **you** would have been liable in the absence of any contract stipulating the liquidated damages or service credits or penalty clauses.

12. Loss of economic value

for the reduction in economic or market value (including loss of potential future sales) of any of **your** intellectual property assets.

13. Management liability

for any sums that **your senior executive officers** become legally obliged to pay, including **costs and expenses**, as a result of any **claim** made against them arising out of a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION C only)**.

14. Misleading advertising

arising directly or indirectly from any advertisement, promotion or product description that is actually or alleged to be false or misleading.

15. Nuclear

arising directly or indirectly from or contributed to by:

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

16. Patent infringement

arising directly or indirectly out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

17. Payment card industry related fines, penalties and assessments

for fines, penalties and card brand assessments, including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION E only)**.

18. Power and utility failure

arising directly or indirectly from any:

- a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
- b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

19. Product IP infringement

arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs or infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed, or sold by **you** or the misappropriation of any trade secret by **you** or a **third party**.

20. Professional liability

arising directly out of any negligent advice or professional services provided to a **client** for a fee except when arising directly from a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 6**.

21. Property and hardware costs

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, this Exclusion will not apply to **INSURING CLAUSE 3 (SECTION G only)**.

22. Regular hours staff costs

for contracted salary and bonus costs paid to **employees** or **senior executive officers**.

23. Sanctions

or will be deemed to provide any cover, to the extent that the provision of such payment or cover will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

24. Terrorism

arising directly or indirectly out of:

- a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems** or a **supply chain partner's** computer systems.

25. Theft of funds held in escrow

for theft of money or other financial assets belonging to a **third party** from a bank account held by **you** on their behalf.

However, this Exclusion will not apply to **INSURING CLAUSE 2 (SECTION B only)**.

26. Uninsurable fines

for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

27. Unlawful surveillance

in respect of any actual or alleged eavesdropping, wiretapping, or unauthorized audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

28. Unsolicited communications

arising directly or indirectly from any actual or alleged violation of:

- a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
- b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
- c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION A only)**.

29. War

arising directly or indirectly out of:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

30. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do if an incident takes place

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy, **you** must:

- a. other than in accordance with **CONDITION 2**, notify the **cyber incident manager** as soon as is reasonably practicable and follow their directions. However, this notification must be made no later than the end of any applicable extended reporting period. A telephone call to **our cyber incident response line** or confirmed notification via **our** cyber incident response app will constitute notification to the **cyber incident manager**;
- b. in respect of **INSURING CLAUSE 2 (SECTIONS A, B and C only)**, report the incident to the appropriate law enforcement authorities; and
- c. in respect of **INSURING CLAUSES 4, 5 and 6**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **cyber incident manager** could lead to the size of the claim increasing or to **our** rights of recovery being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **cyber incident manager** of any incident in accordance with this clause. However, if **you** are prevented from notifying **us** by a legal or regulatory obligation then **your** rights under this Policy will not be affected.

If **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **cyber incident manager** (which will not be unreasonably withheld).

2. What you must do in the event of a circumstance which could give rise to a claim

In respect of **INSURING CLAUSES 5 and 6**, should a **senior executive officer** become aware of:

- a. a situation during the **period of the policy** that could give rise to a **claim**; or
- b. an allegation or complaint made or intimated against **you** during the **period of the policy**;

then **you** have the option of whether to report this circumstance to **us** or not. However, if **you** choose not to report it this circumstance **we** will not be liable for that portion of any **claim** that is greater than it would have been had **you** reported this circumstance.

If **you** choose to report this circumstance **you** must do so no later than the end of any applicable extended reporting period for it to be considered under this Policy and **we** will require **you** to provide full details of the circumstance, including but not limited to:

- a. the time, place and nature of the circumstance;
- b. the manner in which **you** first became aware of this circumstance;
- c. the reasons why **you** believe that this circumstance could give rise to a **claim**;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the **claim** that could result from this circumstance.

Any subsequent **claim** arising directly from this circumstance will be deemed to have been made at the time this circumstance was notified to **us** and **we** will regard this **claim** as having been notified under this Policy.

3. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

4. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **cyber incident manager** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **cyber incident manager** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **policy limit** and **incident response limit**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 80% payable by **us** and 20% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a **claim** under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, then, notwithstanding **EXCLUSION 10**, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit** plus the **incident response limit**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms, Conditions, Definitions and Exclusions of this Policy, other than a) above.

7. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
- b. any **cyber event, loss** or **system failure** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and

- c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

8. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss** or **system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event, loss** or **system failure** occurred during the **period of the policy**;

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

9. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

10. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

11. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy** **you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

12. Our rights of recovery

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against any **employee** or **senior executive officer**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

13. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

14. Process for adjustment of business interruption losses

In order to determine the amount of **loss** following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS B, C, D and E only)**, the **cyber incident manager** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us** in accordance with **INSURING CLAUSE 3 (SECTION F only)**.

If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of **loss** will be final and binding.

15. Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 1 (SECTION E only)** that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

16. Supply chain interruption events

In respect of **INSURING CLAUSE 3 (SECTION D only)**, it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

17. Choice of law and service of suit

In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

It is further agreed that service of process in such suit may be made upon the law firm stated in the Declarations page and that in any suit instituted against **us, we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The law firm stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The law firm stated in the Declarations page is hereby designated as the firm to whom the above mentioned officer is authorized to mail such process or a copy thereof.



Culver Excavating, Inc.

3113 Wallace Rd
Webberville, MI 48892
517 521-3478 • FAX 517 521-4897
culverexc@zoomon.net

PROPOSAL

March 2, 2022

Marion Township
2877 W. Coon Lake Road
Howell, Mi. 48843
Re: Township Park Walking Path

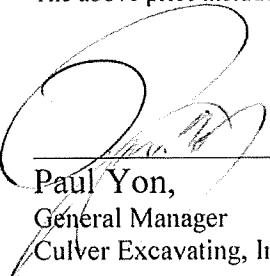
Culver Excavating proposes the following scope of work for the Marion Township Park as discussed, to install a walking path within the existing park area. (see sketch)

We will cut organic soils from the pathway 9' wide as staked by others, Aprox 3660 feet long. Spoils will be loaded and removed. We will provide and place a gravel base with rolled compaction for an asphalt finish surface to be 8' wide X 3" thick, included. We also include up to 100yds of topsoil and sunny mix grass seed as needed for areas that may need to be repaired or feathered along the path.

Work Described Above - \$135,648 @ 3660LF

Billing will be determined by a lineal foot measurement at the finish @ \$37 per lineal foot

The above price does not include any permits, bonds, fees, staking, engineering, inspections, undercutting.
The above price does not include exporting any materials from the site not listed above.
The above price includes grading and seeding as needed, once only.



Paul Yon,
General Manager
Culver Excavating, Inc.



Date





Michigan Township Participating Plan Board of Directors Elections

Over the next several months, Par Plan members will begin the process of electing Zone Representatives to serve on the Par Plan Board of Directors. This year the following zones are up for election:

Zone	Counties Located within the Zone	Term of Office expires
3	Benzie, Grand Traverse, Lake, Leelanau, Manistee, Mason, Oceana, Osceola, Wexford	2025
6	Bay, Clare, Clinton, Gladwin, Gratiot, Isabella, Midland, Saginaw, Shiawassee	2025
9	Eaton, Ingham, Jackson, Lenawee, Livingston, Monroe, Oakland, Washtenaw, Wayne	2025

Nomination Qualifications: Per the MTPP Bylaws, only member representatives from each governmental entity may be considered for nomination to be a candidate. Member Representatives must be appointed by their Board via resolution and be an elected official of the entity. If the governmental entity does not have elected officials, then a member of their Board may serve as its member representative. Individuals that meet the requirements for nomination will be placed on the ballot for their respective zone.

Term of Office: Those candidates that are elected to the Board will serve a three-year term of office beginning on July 1 of the year elected. Those elected for a partial term to fill a vacancy on the Board will only serve until the expiration of the existing term.

Board Member Expectations: Directors are expected to attend the four quarterly board meetings as well as the committee meetings for any committees that they are appointed to.

The following documents must be completed for a nomination to be considered:

- Resolution Confirming the Appointment of the Member Representative
- Nomination Form
- Candidate Disclosure Statement

Anyone wishing to be considered for placement on the ballot for the Par Plan Board of Directors must submit the above documents by email or mail no later than May 6, 2022 to:

theparplan@tmhcc.com

or

Michigan Township Participating Plan
Attn: Election Committee
1700 Opdyke Court
Auburn Hills, Michigan 48326

The election timetable below provides you with an outline of the election process.

Election Timetable	
May 6, 2022	Nomination and election forms must be postmarked to receive consideration
May 13, 2022	Nomination and election forms confirmed
May 27, 2022	Ballots are mailed to zone members
June 20, 2022	Ballots must be postmarked no later than this date to receive consideration
June 29, 2022	Ballots are counted
July 14, 2022	Elected Directors attend MTPP Board of Directors meeting

Should you have any questions regarding the nomination process, member representatives or the election process in general, please contact Jennifer Venema, MTPP Administrator at (248) 318-0596.

Sincerely,

The Par Plan Election Committee

Encl: Resolution Confirming the Appointment of the Member Representative
Nomination Form
Candidate Disclosure Statement

----- cut here -----



Board of Directors
Candidate Nomination Form

Please indicate below who you feel would be a valuable addition to the Par-Plan Board of Directors. *

Nominee Name:		Nominated By:	
Title/Position:		Title/Position:	
Governmental Entity:		Governmental Entity:	
County:		County:	
Telephone:		Telephone:	
Email:		Email:	

Note: For the nominee to receive consideration, the following items must be completed, emailed or post marked by May 6, 2022:

- Resolution Confirming the Appointing of the Member Representative
- Nomination Form
- Candidate Disclosure Statement

* You may nominate yourself

**RESOLUTION
CONFIRMING APPOINTMENT OF MEMBER REPRESENTATIVE
TO THE MICHIGAN TOWNSHIP PARTICIPATING PLAN**

At a _____ meeting of the Municipal Board of _____,
County of _____, in the State of Michigan, held on the _____ day of _____,
2022 at _____ o'clock _____ prevailing local Time.

Members Present: _____

Members Absent: _____

The following preamble and resolution were offered by Member _____
and supported by Member _____:

WHEREAS, the Municipal Board of the Municipality of _____, County of _____,
in the State of Michigan has independent power to manage risk and acquire insurance coverage to protect
the interests of the residents of the Municipality; and

WHEREAS, Section 5 of Chapter 124 of the Michigan Compiled Laws (P.A. No. 38, 1982, Section
2) authorizes local units of government, including townships to contract jointly to provide cooperative action
relative to enumerated insurance coverages and risk management services; and

WHEREAS, several municipalities of the State of Michigan have joined together to form a risk
management and insurance program under the name of "Michigan Township Participating Plan" in
accordance with an Agreement entitled "Michigan Township Participating Plan Cooperative Action
Agreement" (the "Agreement"), originally dated as of April 1, 1985; and

WHEREAS, from time to time it is necessary to appoint an elected official of the municipality to
serve as the municipality's Member Representative to the Michigan Township Participating Plan.

NOW THEREFORE, BE IT RESOLVED THAT:

The Municipality hereby appoints _____, _____
(name) (title)

to serve as the municipality's Member Representative. All immunities and privileges of the governmental
office held by the municipality's Member Representative shall apply to the decisions of the municipality's
Member Representative while acting as a municipal Member Representative to the Michigan Township
Participating Plan. This designate does not nominate your board member as an official candidate for election.
Nominations must be cast on the official nomination form.

AYES: Board Members: _____

NAYS: Board Members: _____

RESOLUTION DECLARED ADOPTED.

Municipal Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Municipal Board of _____, County of _____, in the State of Michigan at a meeting held on _____, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Municipal Clerk



Liv.Co UPDATE

Monthly News from the
Livingston County Commissioners



February 2022

Livingston County Board of Commissioners



- District 1 - Martin Smith
- District 2 - Carol Sue Reader
- District 3 - Wes Nakagiri
(Board Chairman)
- District 4 - Douglas G. Helzerman
- District 5 - Jay R. Drick
- District 6 - Mitchell Zajac
- District 7 - Carol S. Griffith
(Board Vice-Chairwoman)
- District 8 - Jerome Gross
- District 9 - Brenda Plank

Monthly Meetings

All meetings will be held in person and via Zoom.

- Via Zoom (on-line meetings):
<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVlZz09>
- Via the Zoom app - **Join a meeting**,
meeting number: **399 700 0062**
Enter the password: **LCBOC**
(ensure there are no spaces before or after the password)
- Dial by your location: +1 929 205 6099
Meeting ID: **399 700 0062**
Password: **886752**

2/28/2022 - Full Board Meeting at 6:00 PM

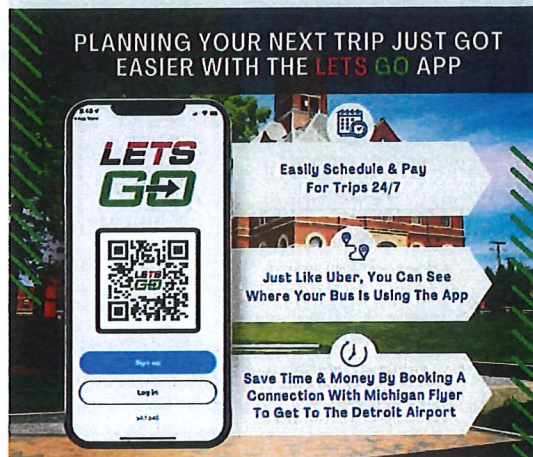
3/7/2022 - General Government & Health & Human Services Meeting at 6:00 PM followed by the Asset Management Committee

3/14/2022 - Full Board Meeting at 6:00 PM

3/21/2022 - Courts, Public Safety, Infrastructure Development Meeting at 6:00 PM

"The mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside, and recreate in Livingston County."

Booking A Ride Just Got Easier With LETS' New LETS GO App



Getting where you need to go just got a lot easier with the help of LETS's new LETS GO app. The scheduling app makes scheduling and paying for rides quick and easy all from your mobile device. Over 2,500 rides have already been booked with the app, which is available to use 24/7.

"I'm excited to see our community embrace the LETS Go app," said LETS Director Greg Kellogg. "It's the most convenient way to book a ride and gives our residents more options to get where they need to go. I'm proud that we've been able to take another important step forward in expanding access to transit."

Not only can you schedule and pay for rides quickly and easily, just like Uber and Lyft, the LETS GO app shows you where your bus is, so you know when to expect it. This is one benefit of the app that family members and caregivers will find helpful when they want to verify that their loved one has arrived at a destination or has been picked up. Need to get to the Detroit Metro Airport? You can book a connection with Michigan Flyer directly through the LETS GO app. Michigan Flyer picks up and drops off passengers on the south side of the Brighton Meijer parking lot and has the option to park for your trip at a low daily price.

For anyone who hasn't used LETS' services in the past, download the app by scanning the QR code above or search for "LETS GO" in your mobile app store. After the app downloads, sign up to get started booking trips! If you are a current LETS customer, please call the Dispatch Office at 517-546-6600 and login information for the app will be provided to you.

Most round-trip fares within the county range between \$4-\$12. You can take a look at the route map and fare list at <https://www.livgov.com/lets/Pages/route-map-and-fares.aspx>. The next time you need to get somewhere without worrying about the stress of traffic and the hassle of parking, count on LETS to get you there!

Resolutions Passed by the Board of Commissioners

- The Sheriff's Office will be applying for the State of Michigan's First Responder Training and Recruitment Grants Program. The Sheriff will receive up to \$100,00 in State reimbursement funds for their participation in the program.
- Eight individuals renewed their appointments to the Livingston Leadership Council on Aging, while two individuals were newly appointed. All ten appointments will serve for two years ending on December 31, 2023.
- EMS will be applying for the First Responder Training and Recruitment Grants Program to support efforts to expand recruitment, improve training, and provide additional professional development. EMS may receive a maximum of \$100,00 in State reimbursement funds.
- 63 individuals were appointed to the Livingston County Local Emergency Planning Committee for a two year term ending on December 31, 2023.
- Five individuals were appointed to the Livingston County Sanitary Code Board of Appeals for terms with varying expiration dates from December 31, 2022 to December 31, 2026.
- An Engineering Surveyor position has been added to the Drain Commissioners' Office.
- The Sheriff's Office will be upgrading six computers and their operating technology for the Jail. These computers control all Jail doors and are critical for operations. The total cost of the project is not to exceed \$76,620.
- The County will participate in the March 23rd Statewide Tornado Drill at 1:00 PM.



Pending Resolutions

- The Board will hear a recommendation for the 911 Central Dispatch Director position. 28 applicants applied for the position and four were interviewed by a cross-discipline interview panel.
- Connie Nagy will be considered to fill a vacancy on the Community Mental Health Authority Board with a term ending on December 31, 2024.
- Amy Kostasich and Robert Spaulding will be considered for appointments to the Livingston County Retirement Plan Advisory Committee with terms expiring on February 28, 2025.
- The 53rd District Court will ask the Board to approve the appointment of John Mekjian, a current Law Clerk, as a Back-Up Magistrate for the Court.
- The Sheriff's Office has proposed an agreement with Independent Health Services to provide inmate pharmaceutical services annually until the contract is terminated.
- A contract between the Sheriff's Office and Blue Cross Blue Shield of Michigan (BCBSM) will be considered. The contract would authorize BCBSM to provide discounted medical billing for a two year period, starting 4/1/2022 and ending 3/31/2024. In 2021, BCBSM provided a savings of \$392,130 for 235 medical claims.
- Human Resources will seek authorization for a contract with MGT Consulting for a classification and compensation study for non-union employees. The proposed cost of the study is not to exceed \$86,405.