

**Conway Township**

**Regular Meeting**

May 17, 2022

7:00 pm

**AGENDA**

Call to Order and Pledge of Allegiance

Roll Call

**Consent Agenda Approval**

1. Approve 4/19/2022 Meeting Minutes
2. Approve 5/4/2022 Meeting Minutes
3. Zoning Administrator Report
4. Account Reconciliations
5. Disbursements/Payroll Report/Budget Report
6. Hall Rental Report
7. April Sheriff's Report
8. Fowlerville Recreation Report

**Call to the Public**

1. Public Hearing for Eva Lane SAD
2. Public Hearing for Secluded Acres SAD

**Approval of Board Meeting Agenda**

**Communications**

**Unfinished Business**

9. Temporary Trustee Position
10. Eva Lane SAD
11. Secluded Acres SAD
12. MTTP Cyber Liability Coverage

**New Business**

13. Reschedule next board meeting to June 28, 2022 at 7:00 PM
14. Zoning Administrator
15. Planning Commission
16. Resolution 220517-02 Livingston County Hazard Mitigation Plan

**Board Member Discussion**

**Call to the Public**

**Adjournment**

CONWAY TOWNSHIP POLICY No. 7

**PUBLIC COMMENT AND CONDUCT POLICY**

Conway Township Board recognizes its obligation to obtain and the benefits to be received from public comments on matters pending before the Board. To provide an orderly and efficient manner to obtain public comment and to provide the public with an opportunity to participate in public meetings, the Conway Township Board hereby adopts the following policy for public comment and conduct at public meetings:

1. Public comment is restricted to only those times designated for public comment on the agenda, unless permitted otherwise by the chairperson or a majority of the Board. All persons addressing the Board shall comment only after being recognized by the chairperson conducting the meeting.
2. No individual speaker shall be permitted to speak more than 3 minutes regardless of topic and no time may be transferred or assigned by others to the speaker as to extend the 3-minute time limit. At the discretion of the chairperson, a speaker may be allowed to comment further than the three-minute limit. Alternatively, the chairperson may direct the speaker to submit further comment to the Board in writing at a later date.
3. When recognized by the chairperson to speak, the individual recognized shall approach and speak from the podium or location designated by the chairperson and shall not deviate from the location. When the speaker is advised by the chairperson to stop speaking when time has expired, the speaker shall cease speaking and be seated.
4. Prior to addressing the Board, each speaker shall first state for the record the speaker's name and address, the subject on which the speaker will speak, and state whether the speaker represents an organization or other person, and identify such organization or person. All remarks shall be addressed to the Board as a whole and not to any member thereof specifically or any other member of the public. Public comment is not intended to require Board members or Township staff to provide any answer to the speaker. Discussions between speakers and members of the audience will not be permitted.
5. Only one speaker will be acknowledged at a time. In the event that a group of persons supporting or opposing the same position desires to be heard, in the interest of time, a person shall be designated to express the group's concern. A maximum of three speakers may speak on the same subject unless otherwise allowed by a vote of the majority of members of the Board present. The Board may direct other persons to submit comments to the Board in writing in the same manner as designated above.
6. Public comments must be presented in a respectful manner and participants shall conduct themselves in an orderly and civil manner. Comments or language of a lewd, insulting, or provocative nature shall not be permitted. No person shall disrupt the Board and/or partake in behavior that becomes hostile, argumentative or threatens the public or an individual's safety, or is disruptive to the meeting. No person shall utilize any profane or obscene speech or gesture.
7. Violation of any provision of this policy shall be deemed a breach of the peace and such person will be asked to leave. If the person being asked to leave does not voluntarily leave or cease the behavior, the person may be ejected and law enforcement may be called to remove the person.
8. Any person shall have the right to tape record, videotape or broadcast the proceedings of the Township Board, but shall not utilize the electric outlets of the Township without prior permission of the Township Clerk. Any tape recording, video camera or other camera utilized by any such person, shall be kept at least ten feet from all members of the Board and shall not be placed behind them.

This policy may be adopted for use by other boards, commissions, and committees of the Township. This policy or a summary of it may be placed on the back of the meeting agenda or made available with the meeting agenda.

Unapproved Minutes  
Of the April 19, 2022  
Conway Township  
Regular Board Meeting  
7:00 pm

REGULAR MEETING

Supervisor Grubb called the meeting to order at 7:00 p.m. with the pledge of allegiance to the American flag.

Present: Clerk Elizabeth Whitt, Supervisor William Grubb, Trustee George Pushies, Treasurer Debra Grubb.

Motion to approve Consent Agenda made by Whitt. Support by D. Grubb. Roll Call: Whitt – yes, W. Grubb – yes, D. Grubb -yes, Pushies – no. Motion approved.

Call to the public: several residents and one non-resident spoke.

Motion to approve the Board Meeting Agenda with amendments made by Whitt, support by D Grubb. Motion approved.

Amendments: add to new business 12. Spring Cleanup; 13. Trustee Vacancy, 14 Eva Lane

Unfinished business:

Motion to schedule a public hearing on May 17, 2022 for Secluded Acres special assessment district made by Pushies, support By W Grubb. Motion Approved.

New Business:

Resolution #220419-1 offered by Pushies, support by D Grubb. Roll Call: W Grubb – yes, Whitt – yes, Pushies – yes, D Grubb – yes. Resolution passed.

Motion to hold Spring Cleanup on May 14<sup>th</sup> was offered by Whitt, support by W Grubb. Motion approved.

Motion to run advertisement for May 14<sup>th</sup> Spring Cleanup was offered by W Grubb, support by D Grubb. Motion approved.

Motion to post vacancy for Trustee position in the News and Views until the next Board Meeting was offered by Pushies, support by Whitt. Roll call: W Grubb – yes, D Grubb – yes, Pushies – yes, Whitt – yes. Motion approved.

Motion to schedule a public hearing on May 4, 2022 for Eva Lane special assessment district made by Whitt, support By Pushies. Motion Approved.

Call to the public: several residents and one non-resident spoke.

Motion to adjourn the meeting at 8:25 pm by Whitt, supported by D Grubb. Motion approved.

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Elizabeth Whitt, Township Clerk

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Gabriele Bresett, Deputy Clerk

Unapproved Minutes  
Of the May 4, 2022  
Conway Township  
Special Board Meeting  
7:00 pm

**Special Board Meeting**

Supervisor Grubb called the meeting to order at 7:00 p.m. with the pledge of allegiance to the American flag.

Roll call: Treasurer Debra Grubb, Supervisor William Grubb, Clerk Elizabeth Whitt, Trustee George Pushies.

Supervisor Grubb opened the public Hearing on the potential special assessment for Eva Lane road improvement at 7:02 p.m. Several Residents Spoke. Public Hearing was closed at 7:08 p.m.

Motion to approve the meeting agenda made by Whitt. Support by D. Grubb. Motion passed.

Unfinished Business:

Motion to appoint B. Nogafsky as temporary trustee appointment made by Whitt, supported by D Grubb. Motion postponed until next board meeting for attorney research.

Resolution 220504-01 Eva Lane Special Assessment District offered by Whitt, supported by D Grubb. Roll call: W Grubb – yes, Whitt – yes, D Grubb – yes, Pushies – yes. Resolution passed.

Call to the public: a few residents spoke

Motion to adjourn the meeting at 8:02 pm by D Grubb, supported by Pushies. Motion approved.

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Elizabeth Whitt, Township Clerk

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Gabriele Bresett, Deputy Clerk

Unapproved Minutes  
Of the May 4, 2022  
Conway Township  
Special Board Meeting  
7:00 pm

**RESOLUTION TO ESTABLISH EVA LANE SPECIAL ASSESSMENT DISTRICT**

**Resolution No. 220504-01  
Conway Township**

WHEREAS, the Conway Township Board of Trustees (“Board”) has received a Petition for a Special Assessment District for the purpose of improvements and repairs to Eva Lane, a private road, by more than 51% of the owners of property abutting that road (“Petition”);

WHEREAS, the Board has preliminarily declared its intent to make the improvement and repairs and designate the special assessment district and set the time and place for a public hearing to hear objections to the assessment and the proposed district for May 4, 2022, at 7:00 pm;

WHEREAS, the Clerk has provided notice by mail to all owners or parties of interest at the address shown on the tax records and published notice in the News and Views on April 24<sup>th</sup> and May 1<sup>st</sup>, at least ten days prior to the scheduled first public hearing;

WHEREAS, the Clerk has reviewed the signatures on the Petition and found them to be valid and the Petition to be sufficient pursuant to MCL 41.723(b) and MCL 247.391;

WHEREAS, the Board has reviewed the cost estimates provided and plan provided, and heard opinions of the public at the public hearing;

WHEREAS, the Board has received both oral and written statements from Eva Lane property owner Darin Smith that diligent and multiple attempts were made to obtain additional quotes for the work to be performed but only two companies were willing to quote the job and do the work;

WHEREAS, the Board understands the need for Eva Lane improvement and repair has reached an emergency basis and its continued disrepair threatens the health, safety, and welfare of the residents of Eva Lane based on statements made by multiple residents at its April Board meeting;

WHEREAS, no objections to the Petition were made either in person or in writing;

WHEREAS, authority is provided to the Board to establish such an assessment district pursuant to Public Act 139 of 1972 and Public Act 188 of 1954;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Petition is sufficient and contains the minimum required signatures from owners of property abutting the road pursuant to MCL 41.723(1)(b).
2. The Eva Lane Special Assessment District is hereby established and approved for the purposes of improvement and repair including cutting down the grade, adding crushed asphalt, and grading crushed asphalt.
3. The plans attached as **Exhibit A** and the estimated costs attached as **Exhibit B** are approved with any additional costs to be provided by the Clerk in advance of the Second Public Hearing.

Unapproved Minutes  
Of the May 4, 2022  
Conway Township  
Special Board Meeting  
7:00 pm

4. The term of the Eva Lane Special Assessment District shall be 5 years.
5. The Supervisor is hereby directed to prepare the special assessment roll. The Second Public Hearing and roll confirmation shall be scheduled for the Board's May 17, 2022, regular meeting.

The foregoing resolution offered by Board Member \_E. Whitt. Second offered by Board Member D. Grubb.

Upon roll call vote the board members voted as follows:

Grubb, B: yes

Whitt, E: yes

Grubb, D: yes

Pushies, G: yes

The Supervisor declared the resolution adopted at a special meeting of the Board of Trustees held on May 4, 2022.

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Elizabeth Whitt, Clerk

Unapproved Minutes  
Of the May 4, 2022  
Conway Township  
Special Board Meeting  
7:00 pm

**EXHIBIT A TO RESOLUTION**

**APPROVED PLANS**

**\$31,350 from Culver Excavating for 6 inch 21AA limestone per quote dated May 4, 2022.**

**EXHIBIT B TO RESOLUTION**

**CONWAY TOWNSHIP EVA LANE SAD—COST ESTIMATES**

**Repair and Improvement**

- Cutting down the grade, adding crushed asphalt, and grading crushed asphalt: **\$31,350**

**Publication & Postage**

- Publication notices (2) in the News and Views : \$150.00
- Postage for mailings (3) to 15 impacted property owners: \$40.00

**Clerical:**

- Paper/office supplies: \$30.00
- Assessor services: \$30.00
- Treasurer services: \$50.00
- Clerk services: \$50.00

**Attorney Fees**

- To complete SAD (estimated): \$2,250.00

**Cost Allocation/Assessment —15 parcels**

- Total Cost: \$33950
- Assessment per parcel: \$2263.33



8015 Fowlerville Road - PO Box 1157 - Fowlerville, Michigan 48836

P: 517-223-0358 F: 517-223-053

**From:** Todd Thomas - Conway Township Zoning Administrator  
**To:** Conway Township Board of Trustees / Planning commission  
**Subject:** Zoning Administrator Report  
**Period:** **April 2022** 2022

Name	Location	Permit#	ID #	Details
Krot	8950 Fowlerville	014-022	23-100-005	deck
Kreeger	10363 Fowlerville	015-022	10-300-009	Addition
Liv, Land conservancy	Chase Lake	016-022	33-100-007	sign
Beach	9782 W. Allen	017-022	33-300-028	sign
Schumacher	8268 Sherwood	018-022	22-400-003	pole barn



**Conway Township**  
**Reconciliation Summary**  
016.000 · BofAA - General Fund, Period Ending 04/30/2022

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	<b>Apr 30, 22</b>
<b>Beginning Balance</b>	478,928.66
<b>Cleared Transactions</b>	
Checks and Payments - 27 items	-49,590.39
Deposits and Credits - 12 items	2,640.45
<b>Total Cleared Transactions</b>	-46,949.94
<b>Cleared Balance</b>	<b>431,978.72</b>
<b>Uncleared Transactions</b>	
Checks and Payments - 5 items	-1,286.16
<b>Total Uncleared Transactions</b>	-1,286.16
<b>Register Balance as of 04/30/2022</b>	<b>430,692.56</b>
<b>New Transactions</b>	
Checks and Payments - 8 items	-3,992.15
Deposits and Credits - 2 items	59,507.00
<b>Total New Transactions</b>	55,514.85
<b>Ending Balance</b>	<b>486,207.41</b>

1:17 PM

05/03/22

# Conway Township Reconciliation Summary

015.000 · Independent Bank - ARPA Funds, Period Ending 05/31/2022

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	<u>May 31, 22</u>
Beginning Balance	189,687.30
Cleared Balance	189,687.30
Register Balance as of 05/31/2022	189,687.30
Ending Balance	189,687.30

1:00 PM

05/03/22

**Conway Township - Cemetery Fund #150**  
**Reconciliation Summary**  
003.000 · First National Bank - Cemetery, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	84,705.66
Cleared Transactions	
Checks and Payments - 1 item	-14,167.00
Deposits and Credits - 1 item	<u>1.27</u>
Total Cleared Transactions	<u>-14,165.73</u>
Cleared Balance	<u><u>70,539.93</u></u>
Uncleared Transactions	
Deposits and Credits - 1 item	<u>0.00</u>
Total Uncleared Transactions	<u>0.00</u>
Register Balance as of 04/30/2022	<u><u>70,539.93</u></u>
Ending Balance	70,539.93

10:29 AM

05/04/22

**Conway Township**  
**Reconciliation Summary**  
002.000 · Chase - Building Fund, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	
Cleared Transactions	133,164.99
Deposits and Credits - 1 item	5.25
Total Cleared Transactions	<u>5.25</u>
Cleared Balance	<u><u>133,170.24</u></u>
Register Balance as of 04/30/2022	133,170.24
Ending Balance	133,170.24

1:05 PM

05/03/22

# Conway Township Reconciliation Summary

003.000 · Huntington - Cont Acct #2, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	235,932.72
Cleared Transactions	
Checks and Payments - 1 item	-5.00
Deposits and Credits - 1 item	1.94
Total Cleared Transactions	<u>-3.06</u>
Cleared Balance	<u>235,929.66</u>
Register Balance as of 04/30/2022	235,929.66
Ending Balance	235,929.66

1:39 PM

05/03/22

# Conway Township Reconciliation Summary

008.001 · Flagstar Contingent CD, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	195,711.70
Cleared Balance	195,711.70
Register Balance as of 04/30/2022	195,711.70
Ending Balance	195,711.70

12:53 PM

05/04/22

**Conway Township**  
**Reconciliation Summary**  
009.000 · MSUFCU CD, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	239,645.91
Cleared Transactions	
Deposits and Credits - 1 item	<u>127.83</u>
Total Cleared Transactions	<u>127.83</u>
Cleared Balance	<u><b>239,773.74</b></u>
Register Balance as of 04/30/2022	239,773.74
Ending Balance	239,773.74

12:46 PM

05/04/22

# Conway Township Reconciliation Summary

009.001 · MSUFCU Saver, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	5.00
Cleared Balance	5.00
Register Balance as of 04/30/2022	5.00
Ending Balance	5.00



10:01 AM

05/04/22

## Conway Township - Road Fund #201

### Reconciliation Summary

005.000 · First National Road Fund, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
Beginning Balance	369,561.38
Cleared Transactions	
Deposits and Credits - 1 item	<u>9.08</u>
Total Cleared Transactions	<u>9.08</u>
Cleared Balance	<u><b>369,570.46</b></u>
Register Balance as of 04/30/2022	369,570.46
Ending Balance	369,570.46

1:50 PM

05/03/22

# Conway Township Trust & Agency Fund #701

## Reconciliation Summary

001.000 · 1st National Trust & Agency Ckg, Period Ending 04/30/2022

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	<u>Apr 30, 22</u>
<b>Beginning Balance</b>	22,710.14
<b>Cleared Transactions</b>	
Checks and Payments - 2 items	-400.00
Deposits and Credits - 3 items	2,550.37
	<u>2,150.37</u>
<b>Total Cleared Transactions</b>	<u>2,150.37</u>
<b>Cleared Balance</b>	<u><u>24,860.51</u></u>
<b>Uncleared Transactions</b>	
Checks and Payments - 1 item	-200.00
Deposits and Credits - 1 item	0.00
	<u>-200.00</u>
<b>Total Uncleared Transactions</b>	<u>-200.00</u>
<b>Register Balance as of 04/30/2022</b>	<u><u>24,660.51</u></u>
<b>Ending Balance</b>	24,660.51

## Conway Township Reconciliation Detail

000-002 · First National - Dog License, Period Ending 04/30/2022

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						-242.50
<b>Cleared Transactions</b>						
<b>Deposits and Credits - 5 items</b>						
Deposit	04/05/2022			X	225.00	225.00
Deposit	04/06/2022			X	20.00	245.00
Deposit	04/06/2022			X	20.00	265.00
Deposit	04/20/2022			X	10.00	275.00
Deposit	05/03/2022			X	25.00	300.00
Total Deposits and Credits					300.00	300.00
Total Cleared Transactions					300.00	300.00
Cleared Balance					300.00	57.50
Register Balance as of 04/30/2022					300.00	57.50
<b>Ending Balance</b>					<b>300.00</b>	<b>57.50</b>

## Conway Township Reconciliation Summary

001.000 · First National - Tax Checking, Period Ending 03/31/2022

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	Mar 31, 22
<b>Beginning Balance</b>	1,493,864.30
<b>Cleared Transactions</b>	
Checks and Payments - 34 items	-1,490,609.18
Deposits and Credits - 2 items	1,220.86
<b>Total Cleared Transactions</b>	-1,489,388.32
<b>Cleared Balance</b>	4,475.98
<b>Uncleared Transactions</b>	
Checks and Payments - 2 items	-1,902.73
<b>Total Uncleared Transactions</b>	-1,902.73
<b>Register Balance as of 03/31/2022</b>	2,573.25
<b>New Transactions</b>	
Checks and Payments - 1 item	-1,208.25
<b>Total New Transactions</b>	-1,208.25
<b>Ending Balance</b>	1,365.00

## Conway Township Check Detail April 13 through May 9, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	04/18/2022	Municipal Employe...		016.000 · BofAA - G...		-861.57
					204.000 · Payroll Lia...	-861.57	861.57
TOTAL						-861.57	861.57
Check	ACH	04/29/2022	DTE Energy		016.000 · BofAA - G...		-214.00
					265.920 · Utilities	-214.00	214.00
TOTAL						-214.00	214.00
Bill Pmt -Check	12088	04/19/2022	Cooper & Riesterer...		016.000 · BofAA - G...		-5,734.50
Bill	1335	04/06/2022			266.103 · Attorney	-5,734.50	5,734.50
TOTAL						-5,734.50	5,734.50
Bill Pmt -Check	12089	04/19/2022	Elizabeth Whitt		016.000 · BofAA - G...		-232.25
Bill	Mileage	03/31/2022			102.970 · Mileage	-232.25	232.25
TOTAL						-232.25	232.25
Bill Pmt -Check	12090	04/19/2022	Granger		016.000 · BofAA - G...		-12.49
Bill	23794...	03/31/2022			265.935 · Building M...	-12.49	12.49
TOTAL						-12.49	12.49
Bill Pmt -Check	12091	04/19/2022	H & H Publication		016.000 · BofAA - G...		-405.00
Bill	41376	04/02/2022			102.900 · Printing & ...	-405.00	405.00
TOTAL						-405.00	405.00
Bill Pmt -Check	12092	04/19/2022	Knock 'Em Out Pes...		016.000 · BofAA - G...		-145.00
Bill	37164	04/11/2022			265.935 · Building M...	-145.00	145.00
TOTAL						-145.00	145.00

**Conway Township**  
**Check Detail**  
 April 13 through May 9, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>12093</b>	<b>04/19/2022</b>	<b>LCGIS</b>		<b>016.000 · BofAA - G...</b>		<b>-180.00</b>
Bill	9868	04/12/2022			102.900 · Printing & ...	-180.00	180.00
TOTAL						-180.00	180.00
<b>Bill Pmt -Check</b>	<b>12094</b>	<b>04/19/2022</b>	<b>Nature's Outdoor S...</b>		<b>016.000 · BofAA - G...</b>		<b>-6,750.00</b>
Bill	Tree r...	04/19/2022			276.930 · Repair & ...	-6,750.00	6,750.00
TOTAL						-6,750.00	6,750.00
<b>Bill Pmt -Check</b>	<b>12095</b>	<b>05/04/2022</b>	<b>American Express</b>		<b>016.000 · BofAA - G...</b>		<b>0.00</b>
TOTAL						0.00	0.00
<b>Bill Pmt -Check</b>	<b>12096</b>	<b>05/04/2022</b>	<b>Applied Imaging</b>		<b>016.000 · BofAA - G...</b>		<b>-78.18</b>
Bill	1954132	05/04/2022			265.930 · Equipmen...	-78.18	78.18
TOTAL						-78.18	78.18
<b>Bill Pmt -Check</b>	<b>12097</b>	<b>05/04/2022</b>	<b>Brande Nogafsky</b>		<b>016.000 · BofAA - G...</b>		<b>-187.20</b>
Bill	Milage	04/20/2022			257.969 · Seminars ...	-187.20	187.20
TOTAL						-187.20	187.20
<b>Bill Pmt -Check</b>	<b>12098</b>	<b>05/04/2022</b>	<b>BS &amp; A Software</b>		<b>016.000 · BofAA - G...</b>		<b>-808.00</b>
Bill	CON...	04/19/2022			265.930 · Equipmen...	-808.00	808.00
TOTAL						-808.00	808.00
<b>Bill Pmt -Check</b>	<b>12099</b>	<b>05/04/2022</b>	<b>Crampton Electric ...</b>		<b>016.000 · BofAA - G...</b>		<b>-388.00</b>
Bill	116566	04/26/2022			265.935 · Building M...	-388.00	388.00
TOTAL						-388.00	388.00

## Conway Township Check Detail April 13 through May 9, 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>12100</b>	<b>05/04/2022</b>	<b>Livingston County ...</b>		<b>016.000 · BofAA - G...</b>		<b>-10.00</b>
Bill	2022 ...	04/26/2022			102.801 · Membersh...	-10.00	10.00
TOTAL						-10.00	10.00
<b>Bill Pmt -Check</b>	<b>12101</b>	<b>05/04/2022</b>	<b>NetSmart Plus</b>		<b>016.000 · BofAA - G...</b>		<b>-1,690.77</b>
Bill	1950757	05/03/2022			265.930 · Equipmen...	-1,690.77	1,690.77
TOTAL						-1,690.77	1,690.77
<b>Bill Pmt -Check</b>	<b>12102</b>	<b>05/04/2022</b>	<b>Parrish Carpet Co...</b>		<b>016.000 · BofAA - G...</b>		<b>-270.00</b>
Bill	1918	04/20/2022			265.935 · Building M...	-270.00	270.00
TOTAL						-270.00	270.00
<b>Bill Pmt -Check</b>	<b>12103</b>	<b>05/04/2022</b>	<b>R.I. Thomas Proper...</b>		<b>016.000 · BofAA - G...</b>		<b>-560.00</b>
Bill	April 2...	04/26/2022			265.935 · Building M...	-560.00	560.00
TOTAL						-560.00	560.00
<b>Bill Pmt -Check</b>	<b>12104</b>	<b>05/03/2022</b>	<b>American Express</b>		<b>016.000 · BofAA - G...</b>		<b>-433.10</b>
Bill	04122...	04/12/2022			265.859 · Internet & ... 102.726 · Supplies	-302.90 -130.20	302.90 130.20
TOTAL						-433.10	433.10
<b>Bill Pmt -Check</b>	<b>12105</b>	<b>05/03/2022</b>	<b>Cooper &amp; Riesterer...</b>		<b>016.000 · BofAA - G...</b>		<b>-3,159.00</b>
Bill	1696	05/03/2022			266.103 · Attorney	-3,159.00	3,159.00
TOTAL						-3,159.00	3,159.00
<b>Bill Pmt -Check</b>	<b>12106</b>	<b>05/03/2022</b>	<b>Debbie Grubb</b>		<b>016.000 · BofAA - G...</b>		<b>-61.90</b>
Bill	Milage	05/03/2022			102.970 · Mileage	-46.33	46.33
Bill	Meals	05/03/2022			253.969 · Seminars ...	-15.57	15.57
TOTAL						-61.90	61.90

11:13 AM

05/10/22

**Conway Township**  
**Check Detail**  
April 13 through May 9, 2022

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<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Item</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
Bill Pmt -Check	12107	05/03/2022	H & H Publication		016.000 · BofAA - G...		-337.50
Bill	41485	05/03/2022			102.900 · Printing & ...	-337.50	337.50
TOTAL						-337.50	337.50



## Conway Township Journal May 18, 2022

Trans #	Type	Date	Num	Adj	Name	Memo	Account	Debit	Credit
12520	General Journal	05/18/2022	EAW ...			Unallocated:R...	102.702 · Office Ass...	18.00	
						-MULTIPLE-	102.704 · Payroll Ta...	1,062.18	
						Invoice	102.710 · Payroll Bill...	192.50	
						Township Boa...	103.702 · Salaries ...	32.67	
						Township Boa...	103.706 · FOIA CO...	50.00	
						Supervisor's ...	171.702 · Salaries	2,026.75	
						Federal PRT ...	210 · Federal PRT L...	2,869.73	
						Clerk's Office:...	215.702 · Salaries &...	2,309.34	
						Clerk's Office:...	215.703 · Deputies ...	1,320.00	
						Michigan With...	218 · Michigan With...	559.74	
						Treasurer's Of...	253.702 · Salaries &...	2,172.91	
						Treasurer's Of...	253.703 · Deputies ...	820.00	
						Assessor:Sal...	257.702 · Salaries	3,134.33	
						Elections:Sala...	262.702 · Salaries &...	15.00	
						Building & Gr...	265.702 · Hall Monit...	150.00	
						Cemetery:Sal...	276.702 · Salaries	880.00	
						Planning & Zo...	721.702 · Salaries	955.99	
						-MULTIPLE-	016.000 · BofAA - G...		14,176.09
						Payroll Liabilit...	204.000 · Payroll Lia...		963.58
						-MULTIPLE-	210 · Federal PRT L...		2,869.73
						Michigan With...	218 · Michigan With...		559.74
								18,569.14	18,569.14
12521	Check	05/18/2022	ACH		Municipal Employee...		016.000 · BofAA - G...		963.58
					Municipal Employee...		204.000 · Payroll Lia...	963.58	
								963.58	963.58
<b>TOTAL</b>								<b>19,532.72</b>	<b>19,532.72</b>

## Conway Township Profit & Loss Budget vs. Actual April 1 through May 10, 2022

	Apr 1 - May 10, 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
366.350 · Trans in - Daisy Lane Fund	0.00	0.00	0.00	0.0%
366.450 · Trans in - Trust & Agency	0.00	0.00	0.00	0.0%
402.000 · Taxes - General	0.00	120,000.00	-120,000.00	0.0%
403.000 · Taxes - Admin fees	0.00	41,000.00	-41,000.00	0.0%
409.000 · Taxes - SET fee	0.00	700.00	-700.00	0.0%
411.000 · Dog licenses	0.00	40.00	-40.00	0.0%
435.000 · Sale of assets	0.00	0.00	0.00	0.0%
450.000 · Fees, Licenses & Permits	2,289.50	8,000.00	-5,710.50	28.6%
455.000 · Research Fees	0.00	200.00	-200.00	0.0%
478.000 · Set Fee Retained	0.00	0.00	0.00	0.0%
560.000 · Metro Act Fee	0.00	0.00	0.00	0.0%
573.000 · LCSA PPT Reimbursement	0.00	0.00	0.00	0.0%
574.000 · State Revenue Sharing	59,487.00	343,130.00	-283,643.00	17.3%
664.000 · Interest & Dividends	140.72	1,350.00	-1,209.28	10.4%
667.000 · Rent	300.00	1,500.00	-1,200.00	20.0%
671.000 · Misc. Revenues	0.00	500.00	-500.00	0.0%
675.000 · American Rescue Plan Funds	0.00	189,687.30	-189,687.30	0.0%
676.000 · Cemeterial Lots/Burial	0.00	0.00	0.00	0.0%
677.000 · General Reimbursements	0.00	0.00	0.00	0.0%
678.000 · Grant Reimbursement	0.00	0.00	0.00	0.0%
679.000 · Election Grant - HAVA	0.00	0.00	0.00	0.0%
680.000 · Election Reimburse	0.00	1,000.00	-1,000.00	0.0%
699.000 · Transfer in - Road Fund	0.00	0.00	0.00	0.0%
699.701 · Transfer In - Trust & Agency	0.00	0.00	0.00	0.0%
700.701 · Escrow Revenues	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>62,217.22</b>	<b>707,107.30</b>	<b>-644,890.08</b>	<b>8.8%</b>
<b>Cost of Goods Sold</b>				
50000 · Cost of Goods Sold	0.00	0.00	0.00	0.0%
<b>Total COGS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Gross Profit</b>	<b>62,217.22</b>	<b>707,107.30</b>	<b>-644,890.08</b>	<b>8.8%</b>
<b>Expense</b>				
102.000 · Unallocated				
102.702 · Office Assistant Salary	18.00	18,000.00	-17,982.00	0.1%
102.704 · Payroll Taxes	1,141.55	12,000.00	-10,858.45	9.5%
102.710 · Payroll Billing	200.49	2,000.00	-1,799.51	10.0%
102.726 · Supplies	130.20	3,500.00	-3,369.80	3.7%
102.801 · Memberships & Dues	10.00	6,500.00	-6,490.00	0.2%
102.805 · Appropriation Senior Center	0.00	2,000.00	-2,000.00	0.0%
102.900 · Printing & Publishing	922.50	7,500.00	-6,577.50	12.3%
102.910 · Postage	0.00	2,500.00	-2,500.00	0.0%
102.970 · Mileage	46.33	3,000.00	-2,953.67	1.5%

## Conway Township Profit & Loss Budget vs. Actual April 1 through May 10, 2022

	Apr 1 - May 10, 22	Budget	\$ Over Budget	% of Budget
102.971 · Miscellaneous	0.00	0.00	0.00	0.0%
102.000 · Unallocated - Other	0.00	0.00	0.00	0.0%
<b>Total 102.000 · Unallocated</b>	<b>2,469.07</b>	<b>57,000.00</b>	<b>-54,530.93</b>	<b>4.3%</b>
<b>103.000 · Township Board</b>				
103.702 · Salaries Wages	174.99	4,704.00	-4,529.01	3.7%
103.703 · Fire Authority Rep	0.00	0.00	0.00	0.0%
103.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
103.705 · Recreation Board Rep	0.00	0.00	0.00	0.0%
103.706 · FOIA COORDINATOR	0.00	350.00	-350.00	0.0%
103.710 · Payroll Billing	0.00	0.00	0.00	0.0%
103.726 · Supplies	0.00	0.00	0.00	0.0%
103.801 · Memberships & Dues	0.00	0.00	0.00	0.0%
103.805 · Appropriation Senior Ce	0.00	0.00	0.00	0.0%
103.862 · Township SS/Medicare	0.00	0.00	0.00	0.0%
103.863 · Township Unemployment	0.00	0.00	0.00	0.0%
103.865 · MEDICAL REIMBURSEMENT	0.00	0.00	0.00	0.0%
103.900 · Printing & Publishing	0.00	0.00	0.00	0.0%
103.910 · Postage	0.00	0.00	0.00	0.0%
103.957 · Condemned Building	0.00	0.00	0.00	0.0%
103.969 · Seminars and Workshops	0.00	500.00	-500.00	0.0%
103.970 · Mileage	0.00	0.00	0.00	0.0%
103.000 · Township Board - Other	0.00	0.00	0.00	0.0%
<b>Total 103.000 · Township Board</b>	<b>174.99</b>	<b>5,554.00</b>	<b>-5,379.01</b>	<b>3.2%</b>
<b>171.000 · Supervisor's Office</b>				
171.702 · Salaries	1,809.58	24,321.00	-22,511.42	7.4%
171.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
171.706 · Federal Withholding	0.00	0.00	0.00	0.0%
171.708 · State Withholding	0.00	0.00	0.00	0.0%
171.726 · Supplies	0.00	0.00	0.00	0.0%
171.801 · Memberships & Dues	0.00	0.00	0.00	0.0%
171.900 · Printing & Publishing	0.00	0.00	0.00	0.0%
171.910 · Postage	0.00	0.00	0.00	0.0%
171.965 · Assessor	0.00	0.00	0.00	0.0%
171.969 · Seminars & Workshops	0.00	2,000.00	-2,000.00	0.0%
171.970 · Mileage	0.00	0.00	0.00	0.0%
171.000 · Supervisor's Office - Other	0.00	0.00	0.00	0.0%
<b>Total 171.000 · Supervisor's Office</b>	<b>1,809.58</b>	<b>26,321.00</b>	<b>-24,511.42</b>	<b>6.9%</b>
200.203 · Due To Road Fund	0.00	0.00	0.00	0.0%

**Conway Township**  
**Profit & Loss Budget vs. Actual**  
 April 1 through May 10, 2022

	Apr 1 - May 10, 22	Budget	\$ Over Budget	% of Budget
<b>215.000 · Clerk's Office</b>				
215.702 · Salaries & Wages	2,061.91	27,712.00	-25,650.09	7.4%
215.703 · Deputies Wages	2,215.00	20,000.00	-17,785.00	11.1%
215.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
215.706 · Federal Withholding	0.00	0.00	0.00	0.0%
215.708 · State Withholding	0.00	0.00	0.00	0.0%
215.726 · Supplies	0.00	0.00	0.00	0.0%
215.801 · Membership	0.00	0.00	0.00	0.0%
215.900 · Printing & Publishing	0.00	0.00	0.00	0.0%
215.910 · Postage	0.00	0.00	0.00	0.0%
215.969 · Seminars & Workshops	-40.00	6,500.00	-6,540.00	-0.6%
215.970 · Mileage	0.00	0.00	0.00	0.0%
215.000 · Clerk's Office - Other	0.00	0.00	0.00	0.0%
<b>Total 215.000 · Clerk's Office</b>	<b>4,236.91</b>	<b>54,212.00</b>	<b>-49,975.09</b>	<b>7.8%</b>
<b>247.000 · Board of Review</b>				
247.702 · Salaries & Wages	900.00	2,000.00	-1,100.00	45.0%
247.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
247.706 · Federal Withholding	0.00	0.00	0.00	0.0%
247.708 · State Withholding	0.00	0.00	0.00	0.0%
247.900 · Printing & Publishing	0.00	0.00	0.00	0.0%
247.969 · Seminars & Workshops	0.00	500.00	-500.00	0.0%
247.970 · Mileage	0.00	0.00	0.00	0.0%
247.000 · Board of Review - Other	0.00	0.00	0.00	0.0%
<b>Total 247.000 · Board of Review</b>	<b>900.00</b>	<b>2,500.00</b>	<b>-1,600.00</b>	<b>36.0%</b>
<b>253.000 · Treasurer's Office</b>				
253.702 · Salaries & Wages	1,940.08	25,609.00	-23,668.92	7.6%
253.703 · Deputies Salaries	1,140.00	12,480.00	-11,340.00	9.1%
253.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
253.706 · Federal Withholdings	0.00	0.00	0.00	0.0%
253.708 · State Withholding	0.00	0.00	0.00	0.0%
253.726 · Supplies	0.00	0.00	0.00	0.0%
253.801 · Memberships & Dues	0.00	0.00	0.00	0.0%
253.832 · Charge Back	-20.00	200.00	-220.00	-10.0%
253.900 · Printing & Publishing	0.00	0.00	0.00	0.0%
253.910 · Postage	0.00	0.00	0.00	0.0%
253.969 · Seminars & Workshops	15.57	5,000.00	-4,984.43	0.3%
253.970 · Other	0.00	0.00	0.00	0.0%
253.975 · Bank Service Charge	25.00	500.00	-475.00	5.0%
253.000 · Treasurer's Office - Other	0.00	0.00	0.00	0.0%
<b>Total 253.000 · Treasurer's Office</b>	<b>3,100.65</b>	<b>43,789.00</b>	<b>-40,688.35</b>	<b>7.1%</b>

## Conway Township Profit & Loss Budget vs. Actual April 1 through May 10, 2022

	Apr 1 - May 10, 22	Budget	\$ Over Budget	% of Budget
<b>257.000 · Assessor</b>				
257.701 · Assessor Services	0.00	500.00	-500.00	0.0%
257.702 · Salaries	2,840.33	38,400.00	-35,559.67	7.4%
257.703 · Expenses	0.00	0.00	0.00	0.0%
257.969 · Seminars & Workshops	187.20	1,000.00	-812.80	18.7%
257.000 · Assessor - Other	0.00	0.00	0.00	0.0%
<b>Total 257.000 · Assessor</b>	<b>3,027.53</b>	<b>39,900.00</b>	<b>-36,872.47</b>	<b>7.6%</b>
<b>262.000 · Elections</b>				
262.702 · Salaries & Wages	15.00	7,500.00	-7,485.00	0.2%
262.704 · Social Security/Medicare	0.00	0.00	0.00	0.0%
262.706 · Federal Withholding	0.00	0.00	0.00	0.0%
262.708 · State Withholding	0.00	0.00	0.00	0.0%
262.710 · Election Postage	0.00	500.00	-500.00	0.0%
262.726 · Supplies	0.00	7,000.00	-7,000.00	0.0%
262.900 · Printing & Publishing	0.00	1,000.00	-1,000.00	0.0%
262.910 · Postage	0.00	0.00	0.00	0.0%
262.930 · Equipment/Maintenance	0.00	5,000.00	-5,000.00	0.0%
262.000 · Elections - Other	0.00	0.00	0.00	0.0%
<b>Total 262.000 · Elections</b>	<b>15.00</b>	<b>21,000.00</b>	<b>-20,985.00</b>	<b>0.1%</b>
<b>265.000 · Building &amp; Grounds</b>				
265.146 · Equipment-Office	0.00	9,000.00	-9,000.00	0.0%
265.702 · Hall Monitor Salary	75.00	800.00	-725.00	9.4%
265.704 · Social Security/Medicare	0.00	0.00	0.00	0.0%
265.726 · Supplies	0.00	0.00	0.00	0.0%
265.801 · Lawn Mowing	0.00	2,900.00	-2,900.00	0.0%
265.802 · Landscaping	0.00	3,500.00	-3,500.00	0.0%
265.805 · Snow Removal	0.00	4,500.00	-4,500.00	0.0%
265.851 · Liability Insurance	0.00	0.00	0.00	0.0%
265.859 · Internet & Phones	302.90	15,000.00	-14,697.10	2.0%
265.871 · Workers Comp	0.00	0.00	0.00	0.0%
265.910 · Postage	0.00	0.00	0.00	0.0%
265.920 · Utilities	214.00	3,000.00	-2,786.00	7.1%
265.930 · Equipment Maintenance	2,739.82	15,000.00	-12,260.18	18.3%
265.935 · Building Maintenance	1,843.50	18,000.00	-16,156.50	10.2%
265.950 · ARPA Fund Expenses	0.00	0.00	0.00	0.0%
265.963 · Property Taxes	0.00	0.00	0.00	0.0%
265.964 · Deposit reimbursement	0.00	0.00	0.00	0.0%
265.970 · Parking Lot	0.00	500.00	-500.00	0.0%
265.971 · Capital Improvement	0.00	10,000.00	-10,000.00	0.0%
265.000 · Building & Grounds - Other	0.00	0.00	0.00	0.0%
<b>Total 265.000 · Building &amp; Grounds</b>	<b>5,175.22</b>	<b>82,200.00</b>	<b>-77,024.78</b>	<b>6.3%</b>

## Conway Township Profit & Loss Budget vs. Actual April 1 through May 10, 2022

	Apr 1 - May 10, 22	Budget	\$ Over Budget	% of Budget
<b>266.000 · Professional Fees</b>				
266.103 · Attorney	8,893.50	25,000.00	-16,106.50	35.6%
266.446 · Highways	0.00	0.00	0.00	0.0%
266.500 · Misc. Contractors	0.00	0.00	0.00	0.0%
266.721 · Planning Commission	2,860.25	3,000.00	-139.75	95.3%
266.830 · Contractual Fees	0.00	0.00	0.00	0.0%
266.955 · Auditor	0.00	9,500.00	-9,500.00	0.0%
266.956 · Internet Project	0.00	0.00	0.00	0.0%
266.960 · Engineer	0.00	0.00	0.00	0.0%
266.000 · Professional Fees - Other	0.00	0.00	0.00	0.0%
<b>Total 266.000 · Professional Fees</b>	<b>11,753.75</b>	<b>37,500.00</b>	<b>-25,746.25</b>	<b>31.3%</b>
267.000 · Accounting and Auditing	0.00	0.00	0.00	0.0%
275.000 · Drains At Large	0.00	40,000.00	-40,000.00	0.0%
<b>276.000 · Cemetery</b>				
276.702 · Salaries	0.00	5,000.00	-5,000.00	0.0%
276.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
276.801 · Lawn Mowing	0.00	0.00	0.00	0.0%
276.850 · Contracted Labor	0.00	0.00	0.00	0.0%
276.930 · Repair & Maintenance	6,750.00	0.00	6,750.00	100.0%
276.964 · Reimburs of Burial Site	0.00	0.00	0.00	0.0%
276.970 · Mileage	0.00	0.00	0.00	0.0%
276.000 · Cemetery - Other	0.00	0.00	0.00	0.0%
<b>Total 276.000 · Cemetery</b>	<b>6,750.00</b>	<b>5,000.00</b>	<b>1,750.00</b>	<b>135.0%</b>
<b>301.000 · Public Safety</b>				
301.700 · Fire Authority Rep	0.00	1,350.00	-1,350.00	0.0%
301.702 · Contribution Police Salaries	0.00	10,000.00	-10,000.00	0.0%
301.000 · Public Safety - Other	0.00	0.00	0.00	0.0%
<b>Total 301.000 · Public Safety</b>	<b>0.00</b>	<b>11,350.00</b>	<b>-11,350.00</b>	<b>0.0%</b>
<b>446.000 · Roads and Highways</b>				
446.955 · Chloride	0.00	0.00	0.00	0.0%
446.956 · CLJ & Associates	0.00	0.00	0.00	0.0%
446.967 · Construction & Excavati	0.00	0.00	0.00	0.0%
446.000 · Roads and Highways - Other	0.00	0.00	0.00	0.0%
<b>Total 446.000 · Roads and Highways</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>526.000 · Sanitary Landfill</b>				
526.960 · Spring Cleanup	0.00	5,000.00	-5,000.00	0.0%
526.000 · Sanitary Landfill - Other	0.00	0.00	0.00	0.0%
<b>Total 526.000 · Sanitary Landfill</b>	<b>0.00</b>	<b>5,000.00</b>	<b>-5,000.00</b>	<b>0.0%</b>
660.000 · Payroll Taxes-general	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	0.00	0.00	0.00	0.0%

**Conway Township**  
**Profit & Loss Budget vs. Actual**  
 April 1 through May 10, 2022

	Apr 1 - May 10, 22	Budget	\$ Over Budget	% of Budget
<b>721.000 · Planning &amp; Zoning</b>				
721.702 · Salaries	1,731.99	15,000.00	-13,268.01	11.5%
721.704 · Social Security/Medicar	0.00	0.00	0.00	0.0%
721.706 · Federal Withholding	0.00	0.00	0.00	0.0%
721.708 · State Withholdings	0.00	0.00	0.00	0.0%
721.726 · Supplies	0.00	0.00	0.00	0.0%
721.801 · Membership and Dues	0.00	0.00	0.00	0.0%
721.900 · Printing & Publishing	0.00	0.00	0.00	0.0%
721.964 · Permit Reimbursements	0.00	0.00	0.00	0.0%
721.969 · Seminars & Workshop	0.00	500.00	-500.00	0.0%
721.970 · Mileage	0.00	0.00	0.00	0.0%
721.000 · Planning & Zoning - Other	0.00	0.00	0.00	0.0%
<b>Total 721.000 · Planning &amp; Zoning</b>	1,731.99	15,500.00	-13,768.01	11.2%
<b>738.000 · Recreation Association</b>				
738.100 · Parks & Recreation Contribution	0.00	45,000.00	-45,000.00	0.0%
738.702 · Salaries	0.00	450.00	-450.00	0.0%
738.000 · Recreation Association - Other	0.00	5,500.00	-5,500.00	0.0%
<b>Total 738.000 · Recreation Association</b>	0.00	50,950.00	-50,950.00	0.0%
<b>954.000 · Insurance &amp; Bond</b>	0.00	10,000.00	-10,000.00	0.0%
<b>960.000 · Delinquent Personal Prop Taxes</b>	0.00	0.00	0.00	0.0%
<b>969.000 · Trans out - Capital Res Fund</b>	0.00	0.00	0.00	0.0%
<b>970.000 · Transfers out</b>	0.00	0.00	0.00	0.0%
<b>970.350 · TRANS OUT - DAISEY LANE</b>	0.00	0.00	0.00	0.0%
<b>980.000 · Transfers Out - Cemetery</b>	0.00	30,000.00	-30,000.00	0.0%
<b>Total Expense</b>	41,144.69	537,776.00	-496,631.31	7.7%
<b>Net Ordinary Income</b>	21,072.53	169,331.30	-148,258.77	12.4%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
Interest Income	5.25	2,500.00	-2,494.75	0.2%
Other Income	0.00	0.00	0.00	0.0%
<b>Total Other Income</b>	5.25	2,500.00	-2,494.75	0.2%
<b>Net Other Income</b>	5.25	2,500.00	-2,494.75	0.2%
<b>Net Income</b>	<b>21,077.78</b>	<b>171,831.30</b>	<b>-150,753.52</b>	<b>12.3%</b>

# Conway Township Rental Report

May 2022

## Hall rental details:

Rental fee: \$150 for residents of Conway Township, \$300 for non-residents, funerals 1/2 of rental fee.

We currently have 4 different hall attendants/monitors

## Canceled

None

## Rescheduled

None

## Completed

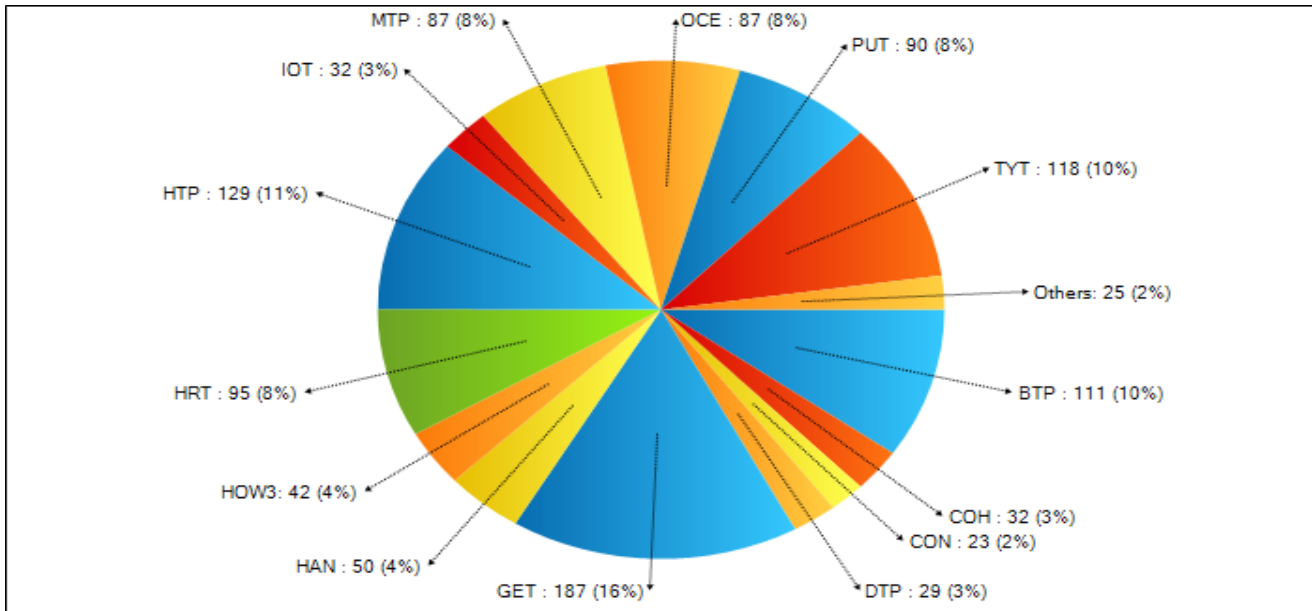
None completed after April

## Future hall rentals

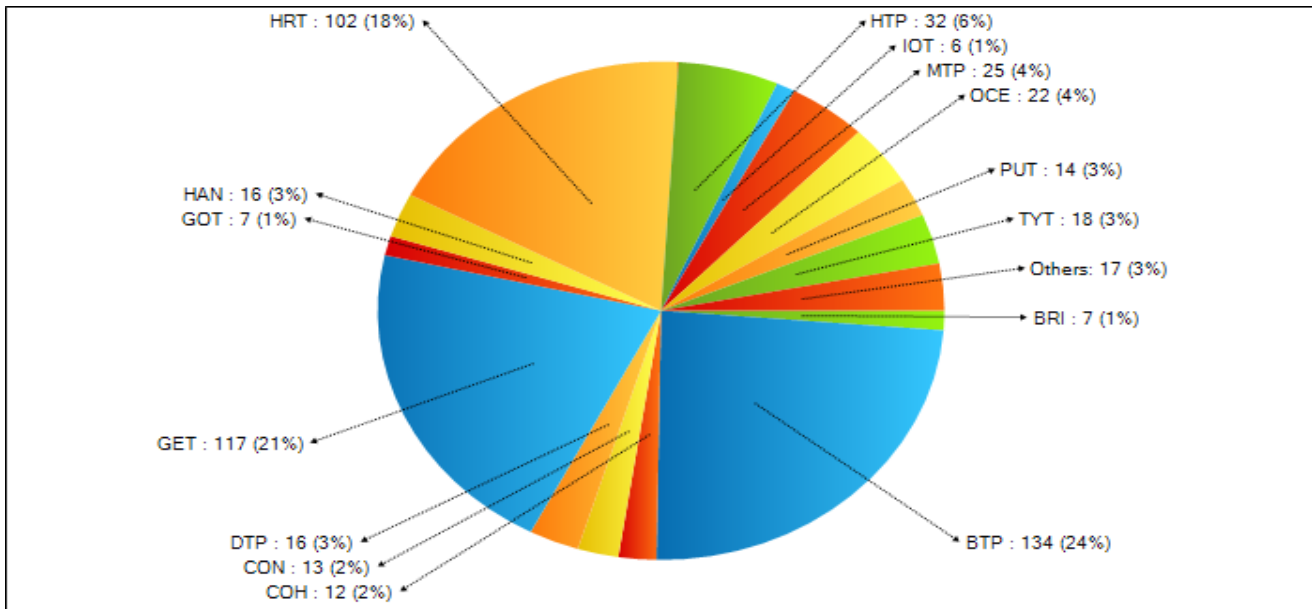
- 5-8-22 Valerie Winn, resident, Graduation Party
- 6-11-22 Diana Woods, non-resident, Graduation Party
- 6-12-22 Susan Charron, resident, Graduation Party
- 6-25-22 Erin Arnst, resident, Baby Shower
- 9-15-22 Darcy Foldenauer, non-resident, Business meeting



**LIVINGSTON COUNTY SHERIFF'S OFFICE  
APRIL 2022 CALLS FOR SERVICE**



**MICHIGAN STATE POLICE  
APRIL 2022 CALLS FOR SERVICE**



# CONWAY TOWNSHIP

<u>MONTH</u>	<u>CALLS FOR SERVICE</u>	<u>TICKETS WRITTEN</u>	<u>ARRESTS</u>
JANUARY	22	0	0
FEBRUARY	17	3	0
MARCH	32	2	0
APRIL	23	4	1
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	94	9	1

**LIVINGSTON COUNTY SHERIFF'S OFFICE  
CONWAY TOWNSHIP APRIL 2022**

Nature	# Events
ABANDONED VEHICLE	1
ALARM	1
ANIMAL COMPLAINT	4
ASSIST EMS	1
CITIZEN ASSIST	1
CONVULSIONS/SEIZURES	1
CRIMINAL SEXUAL CONDUCT REPORT	1
FRAUD	1
HAZARD	1
LARC IN PROGRESS	1
MOTORIST ASSIST	1
PDA	3
SHOTS FIRED	2
TRF COMPLAINT/ROAD HAZARDS	1
UNKNOWN ACCIDENT	1
WELFARE CHECK	2
<b>TOTAL:</b>	<b>23</b>

<u>TOWNSHIP</u>	<u>NUMBER OF CALLS 3:00PM - 11:00PM</u>	<u>RESPONSE TIME CONTRACT TIME 3:00PM - 11:00PM</u>	<u>NUMBER OF CALLS 11:00PM - 3:00PM</u>
BRIGHTON	27	19:10	84
COHOCTAH	14	30:01	18
CONWAY	6	1:25:25	17
DEERFIELD	10	32:09	19
GENOA	73	19:31	114
HANDY	15	40:32	35
HARTLAND	37	21:01	58
HOWELL	51	15:51	78
IOSCO	13	30:47	19
MARION	32	29:48	55
OCEOLA	36	23:56	51
PUTNAM	42	13:27	48
TYRONE	84	15:35	34

RESPONSE TIME  
NON CONTRACT TIME  
11:00PM - 3:00PM      TOTAL

24:54	111
24:57	32
27:55	23
22:28	29
22:06	187
20:45	50
24:19	95
20:13	129
28:47	32
34:00	87
19:11	87
42:30	90
34:37	118

# FOWLerville RECREATION

7677 W. Sharpe Road Ste. A  
Fowlerville, Michigan 48836  
(517) 223-6477

Minutes from April 13, 2022

**Members present:** Jason Atkinson, Jerry Bell, and Trisha Reed

**Members absent:** Brande Nogafsky, Laurie Eisele and Tom Clapp

**Staff present:** Cheryl Dixon, Jill Curd, Lauri Coe

**Public present:** None

## **Current Programs:**

- a. Soccer -6 peewee, 6 minor, 6 major
- b. Travel Soccer –1-GU9, 1-GU11, 1-GU12, 1-BU10, 1- BU11, 2-BU12, 1-BU15, 1-B19.
- c. Baseball/softball – peewee, and minor will begin the end of May, 2-BU10, 2-BU12, 2 BU14, 2GU10, 1-GU12, 2-GU14
- d. Track –registrations going on now
- e. Cheerleading-registration happening now
- f. Football registrations-over- Still taking late registrations.

## **Old Business:**

None

## **New Business:**

None

## **Next Meeting:**

**May 11th, and June 8th**

Thank you,  
Cheryl Dixon


# Fowlerville Recreation

7677 Sharpe Rd. Ste A.  
Fowlerville, MI 48836  
(517) 223-6477

April 13, 2022      6:00 pm      Recreation Office

## Agenda:

1. Members present
2. Current Program(s)
  - a. Soccer -6 peewee, 6 minor, 6 major
  - b. Travel Soccer -1-GU9, 1-GU11, 1-GU12, 1-BU10, 1- BU11, 2-BU12, 1-BU15, 1-B19.
  - c. Baseball/softball - peewee, and minor will begin the end of May, 2-BU10, 2-BU12, 2 BU14 - 2-V10 1-12 2-14
  - d. Track -registrations going on now
  - e. Cheerleading-registration happening now
  - f. Football registrations-over- Still taking late registrations.
3. Old Business
4. New Business

  
Apr. 23<sup>rd</sup>  
BB Clinic

Next Meeting  
May 11<sup>th</sup> and June 8<sup>th</sup>

Fowlerville  
 Select by Account Report  
 Fiscal Year: 2021 to 2022

Account	Description	Resp	FC	YTD Budget	YTD Actual	YTD Encum	Req Res	Rem. Bal	Last Actual
20 181 0000 970 000 0000	RECREATION	REC	M	(\$281,883.00)	(\$168,554.18)	\$0.00	\$0.00	(\$113,328.82)	(\$76,558.54)
20 181 0000 971 000 0000	RECREATION REV-FIRST HALF	REC	M	\$0.00	(\$18,118.62)	\$0.00	\$0.00	\$18,118.62	(\$41,319.60)
21 261 3410 000 000 9700	CELL PHONE/REC	REC	M	\$360.00	\$330.00	\$0.00	\$0.00	\$30.00	\$360.00
21 261 3830 000 000 9700	WATER&SEWER/REC	REC	M	\$225.00	\$149.44	\$0.00	\$0.00	\$75.56	\$169.93
21 261 5510 000 000 9700	GAS/450 N HIBBARD/REC	REC	M	\$550.00	\$408.33	\$0.00	\$0.00	\$141.67	\$437.39
21 261 5520 000 000 9700	ELEC/450 N HIBBARD/REC	REC	M	\$525.00	\$550.95	\$0.00	\$0.00	(\$25.95)	\$630.17
21 261 5521 000 000 9700	ELEC/SCHOOL GYMS/REC	REC	M	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
21 261 5990 000 000 9700	FIELD MAINT SUPPL/REC	REC	M	\$2,485.00	\$0.00	\$0.00	\$0.00	\$2,485.00	\$0.00
21 321 1170 000 000 9700	SAL RECREATION DIR	REC	M	\$48,808.00	\$36,083.72	\$17,115.40	\$0.00	(\$4,391.12)	\$39,064.78
21 321 1560 000 000 9700	SAL OTHER STAFF/REC	REC	M	\$33,876.00	\$19,557.07	\$0.00	\$0.00	\$14,318.93	\$11,909.98
21 321 1625 000 000 9700	ASSIST TO DIR/REC	REC	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 321 1761 000 000 9700	SICK LEAVE PAY/REC	REC	M	\$0.00	\$1,815.00	\$0.00	\$0.00	(\$1,815.00)	\$300.00
21 321 1960 000 000 9710	CUSTODIAL OVT/REC	REC	M	\$2,800.00	\$1,286.98	\$0.00	\$0.00	\$1,513.02	\$0.00
21 321 1962 000 000 9712	SAL FIELD MAINT/REC	REC	M	\$2,040.00	\$0.00	\$0.00	\$0.00	\$2,040.00	\$0.00
21 321 2110 000 000 9700	LIFE INSURANCE/REC	REC	M	\$55.00	\$37.00	\$11.20	\$0.00	\$6.80	\$51.60
21 321 2120 000 000 9700	LONG TERM DISABILITY	REC	M	\$360.00	\$233.64	\$89.40	\$0.00	\$36.96	\$287.64
21 321 2130 000 000 9700	MESSA HLTH/REC	REC	M	\$14,300.00	\$15,669.99	\$6,462.76	\$0.00	(\$7,832.75)	\$14,495.64
21 321 2140 000 000 9700	DENTAL/REC	REC	M	\$1,500.00	\$1,442.35	\$602.44	\$0.00	(\$54.79)	\$1,006.32
21 321 2150 000 000 9700	VISION/REC	REC	M	\$330.00	\$188.50	\$74.72	\$0.00	\$66.78	\$157.74
21 321 2820 000 000 9700	RETIREMENT/REC	REC	M	\$17,140.00	\$9,759.20	\$4,831.68	\$0.00	\$2,549.12	\$11,323.57
21 321 2820 000 000 9710	RETIRE CUSTODIAN/REC	REC	M	\$784.00	\$200.74	\$0.00	\$0.00	\$583.26	\$0.00
21 321 2820 000 000 9712	RETIRE FLD MAINT/REC	REC	M	\$571.00	\$0.00	\$0.00	\$0.00	\$571.00	\$0.00
21 321 2830 000 000 9700	FICARECREATION	REC	M	\$5,887.00	\$4,210.55	\$1,309.33	\$0.00	\$367.12	\$3,622.89
21 321 2830 000 000 9710	FICA CUSTODIAN/REC	REC	M	\$214.00	\$0.00	\$0.00	\$0.00	\$214.00	\$0.00
21 321 2830 000 000 9712	FICA FLD MAINT/REC	REC	M	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00	\$0.00
21 321 2840 000 000 9700	W/C-REC	REC	M	\$1,100.00	\$360.88	\$0.00	\$0.00	\$739.12	\$391.55
21 321 2840 000 000 9710	W/C CUSTODIAN/REC	REC	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 321 2840 000 000 9712	W/C FLD MAINT/REC	REC	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 321 3190 000 000 9700	MISC CONTRACTED/REC	REC	M	\$6,640.00	\$2,641.13	\$0.00	\$0.00	\$3,998.87	\$2,610.00
21 321 3192 000 000 9700	C/S ASSIST SUPERV/REC	REC	M	\$25,386.00	\$15,828.15	\$0.00	\$0.00	\$9,557.85	\$18,041.64
21 321 3194 000 000 9700	CONTRACTED OFFICIALS	REC	M	\$9,700.00	\$5,670.00	\$0.00	\$0.00	\$4,030.00	\$0.00
21 321 3195 000 000 9700	CONTRD INSTRUCTOR/REC	REC	M	\$1,112.00	\$3,864.21	\$0.00	\$0.00	(\$2,752.21)	\$300.00
21 321 3430 000 000 9700	POSTAGE/REC	REC	M	\$400.00	\$12.83	\$0.00	\$0.00	\$387.17	\$54.32
21 321 3510 000 000 9700	ADVERTISING/REC	REC	M	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00
21 321 4120 000 000 9700	EQUIP REPAIR/REC	REC	M	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00
21 321 5910 000 000 9700	OFFICE SUPPL/REC	REC	M	\$1,000.00	\$333.85	\$0.00	\$0.00	\$666.15	\$135.96
21 321 5911 000 000 9700	COMPUTER SUPPL/REC	REC	M	\$300.00	\$1,396.00	\$0.00	\$0.00	(\$1,096.00)	\$0.00
21 321 5990 000 000 9700	OTHER SUPPLIES/REC	REC	M	\$11,000.00	\$2,222.41	\$854.49	\$0.00	\$7,923.10	\$4,500.04
21 321 5991 000 000 9700	CONCESSION SUPPL/REC	REC	M	\$6,500.00	\$7,135.06	\$0.00	\$0.00	(\$635.06)	\$0.00



**Fowlerville**  
**Select by Account Report**  
**Fiscal Year: 2021 to 2022**

Account	Description	Resp	FC	YTD Budget	YTD Actual	YTD Encum	Req Res	Rem. Bal	Last Actual
21 321 5993 000 000 9700	PROGRAM UNIFORMS/REC	REC	M	\$42,836.00	\$26,575.96	\$8,425.00	\$0.00	\$7,835.04	\$25,958.81
21 321 5994 000 000 9700	PROGRAM EQUIP/REC	REC	M	\$21,462.00	\$7,055.19	\$968.41	\$0.00	\$13,438.40	\$6,595.40
21 321 7410 000 000 9700	DUES & FEES/REC	REC	M	\$14,131.00	\$9,556.10	\$930.00	\$0.00	\$3,644.90	\$5,300.00
21 321 7910 000 000 9700	RECREATION REFUNDS	REC	M	\$5,000.00	\$5,417.50	\$100.00	\$0.00	(\$517.50)	\$57,257.50
21 321 8222 000 000 9700	COPY MACH LEASE/REC	REC	M	\$500.00	\$233.41	\$126.59	\$0.00	\$140.00	\$334.18
21 611 8110 000 000 0000	TRF TO GF FOR ADMIN FEE	REC	M	\$5,625.00	\$0.00	\$0.00	\$0.00	\$5,625.00	\$0.00
<b>No. of Records = 45</b>				<b>\$5,625.00</b>	<b>(\$6,446.66)</b>	<b>\$41,901.42</b>	<b>\$0.00</b>	<b>(\$29,829.76)</b>	<b>\$87,418.91</b>

4/12/2022 1:24PM

Fowlerville  
Account Detail Report  
Summary  
Trans Date Between 2/28/2022 and 4/1/2022

Rpt 255

Page 1 of 1

ST Trans #	Date	Posted	Description	Vendor	Vendor Name	PO #	Inv #	Check #	Amount
<b>20-181-0000-970-000-0000 RECREATION</b>				YTD Actual	(\$168,554.18)	YTD Bud.	(\$281,883.00)	YTD Enc.	\$0.00

ER 021110	2/28/2022	3/3/2022	REC REV/PAYMENTECH						\$ (77.93)	
ER 021110	2/28/2022	3/3/2022	REC REV/PAYMENTECH						\$ (628.09)	
ER 031002	3/3/2022	3/1/2022	REC REV						\$ (3,176.25)	
ER 031016	3/4/2022	3/1/2022	REC REV/PAYMENTECH						\$ (673.54)	
ER 031044	3/10/2022	3/1/2022	REC REV						\$ (4,006.25)	
ER 031049	3/11/2022	3/23/2022	REC REV/PAYMENTECH						\$ (298.94)	
ER 031088	3/18/2022	3/31/2022	REC REV/PAYMENTECH						\$ (720.14)	
ER 031091	3/22/2022	3/31/2022	REC REV						\$ (8,837.50)	
ER 031092	3/24/2022	3/31/2022	REC REV						\$ (3,252.00)	
ER 031101	3/25/2022	3/31/2022	REC REV/PAYMENTECH						\$ (1,282.51)	
Number of records: 10									20-181-0000-970-000-0000 Total	\$ (22,953.15)

Total Number of records: 10 Report Total (\$22,953.15)

Journal Entry is being adjusted # 048  
 -6,797.50  
 (16,150.01)  
 2,140.59

	2021/2022		RECREATION ENROLLMENT SUMMARY					NON- PARTICIPANT		TOTALS	DOWN/UP
YEAR ACTIVITY	CONWAY	HANDY	IOSCO	COHOCTAH	VILLAGE	LLAGL/TWNS	TOTALS				
	CONWAY	HANDY	IOSCO	COHOCTAH	VILLAGE	LLAGL/TWNS	TOTALS				
2021 FOOTBALL CAMP	22	35	13	5	4	79	25	104	104		
2021 TENNIS CAMP	6	16	4	0	5	31	0	31	31		
2021 GIRLS BASKETBALL CAMP	6	7	4	1	2	20	2	22	22		
2021 BOYS BASKETBAL CAMP	5	8	1	1	2	17	1	18	18		
2021 SOCCER CAMP	2	6	1	1	3	13	1	14	14		
2021 CHEERLEADING CAMP	13	16	8	0	7	44	4	48	48		
2021 FOOTBALL	35	36	36	5	22	134	21	155	151		
2021 CHEERLEADING	28	31	16	3	9	87	6	93	93		
2021 SOCCER IN-HOUSE FALL	27	57	19	10	7	120	8	128	128		
2021 TRAVEL SOCCER FALL	8	29	13	6	5	61	4	65	65		
2021 GIRLS BASKETBALL	4	6	4	0	1	15	2	17	-7		
2021 BOYS BASKETBALL	8	26	9	3	6	52	6	58	12		
2021 TRAVEL BASKETBALL	49	81	34	5	32	201	26	227	38		
2021 WRESTLING	4	17	5	2	4	32	4	36	36		
2022 VOLLEYBALL	36	50	18	3	15	122	19	141	52		
2022 SOCCER IN-HOUSE SPRING	39	76	22	9	12	158	8	166	4		
2022 TRAVEL SPRING SOCCER	19	47	17	7	8	98	8	106	18		
2022 SOFTBALL	25	25	6	3	6	65	5	70	42		
2022 BASEBALL	21	56	17	4	9	107	13	120	-27		
2022 TRACK						0		0			
2022 BASKETBALL CLINIC						0		0			
2022 SOFTBALL CLINIC						0		0			
2022 BASEBALL CLINIC						0		0			
21/22	357	625	247	68	159	1456	163	1619	842		
% OF ENROLLMENTS	25%	43%	17%	4%	11%	100%					
20/21	154	252	94	28	94	622	42	664	-14		
% OF ENROLLMENTS	25%	41%	15%	4%	15%	100%					

2021  
2021  
2021  
2021

	2020/2021	RECREATION ENROLLMENT SUMMARY						NON-	TOTALS	DOWN/UP
YEAR	ACTIVITY	CONWAY	HANDY	IOSCO	COHOCTAH	VILLAGE	VILLAGL/TWNSP	PARTICIPANT	TOTALS	DOWN/UP
							TOTALS			
2020	FOOTBALL	0	0	0	0	0	0	0	0	0
2020	SOCCER IN-HOUSE FALL	0	0	0	0	0	0	0	0	0
2020	TRAVEL SOCCER FALL	0	0	0	0	0	0	0	0	0
2020	CHEERLEADING 2018	0	0	0	0	0	0	0	0	0
2020	GIRLS BASKETBALL	0	0	0	0	0	0	0	0	0
2020	BOYS BASKETBALL	0	0	0	0	0	0	0	0	0
2020	TRAVEL BASKETBALL	0	0	0	0	0	0	0	0	0
2020	WRESTLING	0	0	0	0	0	0	0	0	0
2021	VOLLEYBALL	0	0	0	0	0	0	0	0	0
2021	SOCCER IN-HOUSE SPRING	36	56	19	12	28	151	11	162	16
2021	TRAVEL SPRING SOCCER	18	31	18	5	12	84	4	88	-36
2021	SOFTBALL	27	43	15	2	18	105	7	112	6
2021	BASEBALL	33	60	17	3	22	135	12	147	-37
2021	TRACK	40	62	25	6	14	147	8	155	37
2021	TENNIS CLINIC	0	0	0	0	0	0	0	0	
2021	SOCCER CAMP	0	0	0	0	0	0	0	0	
2021	VOLLEYBALL CAMP	0	0	0	0	0	0	0	0	
2021	BOYS BASKETBALL CAMP	0	0	0	0	0	0	0	0	
2021	FOOTBALL CLINIC	0	0	0	0	0	0	0	0	
2021	GIRLS BASKETBALL CAMP	0	0	0	0	0	0	0	0	
2021	BASKETBALL CLINIC	0	0	0	0	0	0	0	0	
2021	SOFTBALL CLINIC	0	0	0	0	0	0	0	0	
2021	BASEBALL CLINIC	0	0	0	0	0	0	0	0	
	20/21	154	252	94	28	94	622	42	664	-14
	% OF ENROLLMENTS	25%	41%	15%	4%	15%	100%			
	19/20	156	244	111	27	116	654	40	694	65
	% OF ENROLLMENTS	24%	37%	17%	4%	18%	100%			

EXPENSES TO THE VILLAGE AND TOWNSHIPS  
JULY 1, 2021 THROUGH JUNE 30, 2022

EXPENSES:	\$ 143,932.96
REVENUES:	\$ 168,554.18
TOTAL DUE:	\$ (6,446.66)

<b>Conway Township</b>	<b>\$ 0.00</b>
<b>25% X (6,446.66)</b>	

<b>Handy Township</b>	<b>\$ 0.00</b>
<b>41%X (\$1,579.14)</b>	

<b>Iosco Township</b>	<b>\$ 0.00</b>
<b>15% X (\$1,579.14)</b>	

<b>Cohoctah Township</b>	<b>\$ 0.00</b>
<b>4%X (\$1,579.14)</b>	

<b>Village of Fowlerville</b>	<b>\$ 0.00</b>
<b>15% X (\$1,579.14)</b>	

<b>TOTAL</b>	<b>\$ 0.00</b>
--------------	----------------

**THIS IS NOT A BILL**

# FOWLerville RECREATION

7677 W. Sharpe Road Ste. A  
Fowlerville, Michigan 48836  
(517) 223-6477

Minutes from May 11, 2022

**Members present:** Brande Nogafksy, Tom Clapp, Trisha Reed, Jason Atkinson, and Kathryn Heath

**Members absent:** Jill Curd, Lauri Coe, Laurie Eisele

**Staff present:** Cheryl Dixon

**Public present:**  
None

**Old Business:**

**New Business:**  
None

**Current Programs:**

- **Soccer**-going good-in-house will end on May 21, Travel games are complete June 11<sup>th</sup>.
- **Baseball and Softball**-travel baseball has started games. Inhouse baseball/softball and travel softball all start practices May 16<sup>th</sup>.
  - Baseball-4-peewee teams, 4-minor teams, 2-U10, 2-U12, 2-U14
  - Softball-4-U8, 2-U10, 2-U12, 2-U14
- **Track**- will begin May 16<sup>th</sup>-largest year yet. 174 registered and paid
- **Camps**-flyers going out in Friday folders
- **Cheerleading and Football**-registration period complete-still accepting late comers
- **Fall Soccer**- registrations going on now

**Next Meeting:**  
**June 8<sup>th</sup>**

Thank you,  
Cheryl Dixon

Recreation Meeting

Date: May 11, 2022

Name: Cheryl Dixon Recreation

Name: Kathryn Heath Village

Name: Tina Reed - School Board

Name: Tom CLAPP Cihocatt

Name: Josie Atkinson - Tosco

Name: Brandi Nogofsky - Conway

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

# Fowlerville Recreation

7677 Sharpe Road Ste. A  
Fowlerville, MI 48836  
(517)223-6477

May 11, 2022 6:00 pm      Recreation Office

## Agenda:

1.      Members present
  
2.      Current Program(s)
  - a.    In-House Soccer-will be ending May 21<sup>st</sup>, Travel June 11<sup>th</sup>
  - b.    Baseball—4-peewee teams, 4-minor teams, 2-U10, 2-U12, 2-U14
  - c.    Softball-4-U8, 2-U10, 2-U12, 1-U14
  - d.    Track –May 16<sup>th</sup>
  - e.    Camps- Registrations going out this Friday
  - f.    Cheerleading –registration over and will continue to take registrations
  - g.    Fall Soccer-registrations going on now
  
3.      Old Business
  
  
4.      New Business

Next Meeting  
June 8<sup>th</sup>



Fowlerville

Select by Account Report

Fiscal Year: 2021 to 2022

Account	Description	Resp	FC	YTD Budget	YTD Actual	YTD Encum	Req Res	Rem. Bal	Last Actual
20 181 0000 970 000 0000	RECREATION	REC	M	(\$281,883.00)	(\$178,359.33)	\$0.00	\$0.00	(\$103,523.67)	(\$76,558.54)
20 181 0000 971 000 0000	RECREATION REV-FIRST HALF	REC	M	\$0.00	(\$20,738.18)	\$0.00	\$0.00	\$20,738.18	(\$41,319.60)
21 261 3410 000 000 9700	CELL PHONE/REC	REC	M	\$360.00	\$330.00	\$0.00	\$0.00	\$30.00	\$360.00
21 261 3830 000 000 9700	WATER&SEWER/REC	REC	M	\$225.00	\$149.44	\$0.00	\$0.00	\$75.56	\$169.93
21 261 5510 000 000 9700	GAS/450 N HIBBARD/REC	REC	M	\$550.00	\$426.92	\$0.00	\$0.00	\$123.08	\$437.39
21 261 5520 000 000 9700	ELEC/450 N HIBBARD/REC	REC	M	\$525.00	\$616.00	\$0.00	\$0.00	(\$91.00)	\$630.17
21 261 5521 000 000 9700	ELEC/SCHOOL GYMS/REC	REC	M	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
21 261 5990 000 000 9700	FIELD MAINT SUPPL/REC	REC	M	\$2,485.00	\$6,398.85	\$0.00	\$0.00	(\$3,913.85)	\$0.00
21 321 1170 000 000 9700	SAL RECREATION DIR	REC	M	\$48,808.00	\$41,788.88	\$17,115.40	\$0.00	(\$10,096.28)	\$39,064.78
21 321 1560 000 000 9700	SAL OTHER STAFF/REC	REC	M	\$33,876.00	\$21,574.57	\$0.00	\$0.00	\$12,301.43	\$11,909.98
21 321 1625 000 000 9700	ASSIST TO DIR/REC	REC	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 321 1761 000 000 9700	SICK LEAVE PAY/REC	REC	M	\$0.00	\$1,815.00	\$0.00	\$0.00	(\$1,815.00)	\$300.00
21 321 1960 000 000 9710	CUSTODIAL OVT/REC	REC	M	\$2,800.00	\$1,286.98	\$0.00	\$0.00	\$1,513.02	\$0.00
21 321 1962 000 000 9712	SAL FIELD MAINT/REC	REC	M	\$2,040.00	\$0.00	\$0.00	\$0.00	\$2,040.00	\$0.00
21 321 2110 000 000 9700	LIFE INSURANCE/REC	REC	M	\$55.00	\$39.80	\$11.20	\$0.00	\$4.00	\$51.60
21 321 2120 000 000 9700	LONG TERM DISABILITY	REC	M	\$360.00	\$255.99	\$89.40	\$0.00	\$14.61	\$287.64
21 321 2130 000 000 9700	MESSA HLTH/REC	REC	M	\$14,300.00	\$17,285.68	\$6,462.76	\$0.00	(\$9,448.44)	\$14,495.64
21 321 2140 000 000 9700	DENTAL/REC	REC	M	\$1,500.00	\$1,592.96	\$602.44	\$0.00	(\$695.40)	\$1,006.32
21 321 2150 000 000 9700	VISION/REC	REC	M	\$330.00	\$207.18	\$74.72	\$0.00	\$48.10	\$157.74
21 321 2820 000 000 9700	RETIREMENT/REC	REC	M	\$17,140.00	\$11,260.25	\$4,831.68	\$0.00	\$1,048.07	\$11,323.57
21 321 2820 000 000 9710	RETIRE CUSTODIAN/REC	REC	M	\$784.00	\$200.74	\$0.00	\$0.00	\$583.26	\$0.00
21 321 2820 000 000 9712	RETIRE FLD MAINT/REC	REC	M	\$571.00	\$0.00	\$0.00	\$0.00	\$571.00	\$0.00
21 321 2830 000 000 9700	FICA/RECREATION	REC	M	\$5,887.00	\$4,788.26	\$1,309.33	\$0.00	(\$210.59)	\$3,622.89
21 321 2830 000 000 9710	FICA CUSTODIAN/REC	REC	M	\$214.00	\$0.00	\$0.00	\$0.00	\$214.00	\$0.00
21 321 2830 000 000 9712	FICA FLD MAINT/REC	REC	M	\$156.00	\$0.00	\$0.00	\$0.00	\$156.00	\$0.00
21 321 2840 000 000 9700	W/C-REC	REC	M	\$1,100.00	\$417.94	\$0.00	\$0.00	\$682.06	\$391.55
21 321 2840 000 000 9710	W/C CUSTODIAN/REC	REC	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 321 2840 000 000 9712	W/C FLD MAINT/REC	REC	M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 321 3190 000 000 9700	MISC CONTRACTED/REC	REC	M	\$6,640.00	\$2,641.13	\$0.00	\$0.00	\$3,998.87	\$2,610.00
21 321 3192 000 000 9700	C/S ASSIST SUPERV/REC	REC	M	\$25,386.00	\$16,813.75	\$0.00	\$0.00	\$8,572.25	\$18,041.64
21 321 3194 000 000 9700	CONTRACTED OFFICIALS	REC	M	\$9,700.00	\$5,670.00	\$0.00	\$0.00	\$4,030.00	\$0.00
21 321 3195 000 000 9700	CONTR'D INSTRUCTOR/REC	REC	M	\$1,112.00	\$3,864.21	\$0.00	\$0.00	(\$2,752.21)	\$300.00
21 321 3430 000 000 9700	POSTAGE/REC	REC	M	\$400.00	\$13.36	\$0.00	\$0.00	\$386.64	\$54.32
21 321 3510 000 000 9700	ADVERTISING/REC	REC	M	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00
21 321 4120 000 000 9700	EQUIP REPAIR/REC	REC	M	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00
21 321 5910 000 000 9700	OFFICE SUPPL/REC	REC	M	\$1,000.00	\$333.85	\$0.00	\$0.00	\$666.15	\$0.00
21 321 5911 000 000 9700	COMPUTER SUPPL/REC	REC	M	\$300.00	\$1,396.00	\$0.00	\$0.00	(\$1,096.00)	\$0.00
21 321 5990 000 000 9700	OTHER SUPPLIES/REC	REC	M	\$11,000.00	\$3,060.63	\$1,450.64	\$0.00	\$6,488.73	\$4,500.04
21 321 5991 000 000 9700	CONCESSION SUPPL/REC	REC	M	\$6,500.00	\$7,502.35	\$0.00	\$0.00	(\$1,002.35)	\$0.00

Account	Description	Resp	FC	YTD Budget	YTD Actual	YTD Encum	Req Res	Rem. Bal	Last Actual
21 321 5993 000 000 9700	PROGRAM UNIFORMS/REC	REC	M	\$42,836.00	\$44,317.48	\$13,049.23	\$0.00	(\$14,530.71)	\$25,958.81
21 321 5994 000 000 9700	PROGRAM EQUIP/REC	REC	M	\$21,462.00	\$7,685.97	\$7,854.51	\$0.00	\$5,921.52	\$6,595.40
21 321 7410 000 000 9700	DUES & FEES/REC	REC	M	\$14,131.00	\$12,289.35	\$5,425.00	\$0.00	(\$3,583.35)	\$5,300.00
21 321 7910 000 000 9700	RECREATION REFUNDS	REC	M	\$5,000.00	\$7,220.00	\$0.00	\$0.00	(\$2,220.00)	\$57,257.50
21 321 8222 000 000 9700	COPY MACH LEASE/REC	REC	M	\$500.00	\$235.85	\$124.15	\$0.00	\$140.00	\$334.18
21 611 8110 000 000 0000	TRF TO GF FOR ADMIN FEE	REC	M	\$5,625.00	\$0.00	\$0.00	\$0.00	\$5,625.00	\$0.00
No. of Records = 45				\$5,625.00	\$24,381.86	\$58,400.46	\$0.00	(\$77,157.32)	\$87,418.91

Fowlerville  
Account Detail Report  
Summary

Trans Date Between 2/28/2022 and 3/30/2022

ST	Trans #	Date	Posted	Description	Vendor	Vendor Name	PO #	Inv #	Check #	Amount	
	<b>20-181-0000-970-000-0000 RECREATION</b>										
					YTD Actual	(\$178,359.33)	YTD Bud.	(\$281,883.00)	YTD Enc.	\$0.00	
ER	021110	2/28/2022	3/3/2022	REC REV/PAYMENTECH							\$(77.93)
ER	021110	2/28/2022	3/3/2022	REC REV/PAYMENTECH							\$(628.09)
ER	031002	3/3/2022	3/11/2022	REC REV							\$(3,176.25)
ER	031016	3/4/2022	3/11/2022	REC REV/PAYMENTECH							\$(673.54)
ER	031044	3/10/2022	3/11/2022	REC REV							\$(4,006.25)
ER	031049	3/11/2022	3/23/2022	REC REV/PAYMENTECH							\$(298.94)
ER	031088	3/18/2022	3/31/2022	REC REV/PAYMENTECH							\$(720.14)
ER	031091	3/22/2022	3/31/2022	REC REV							\$(8,837.50)
ER	031092	3/24/2022	3/31/2022	REC REV							\$(3,252.00)
ER	031101	3/25/2022	3/31/2022	REC REV/PAYMENTECH							\$(1,282.51)
EJ	042021	3/30/2022	5/6/2022	REC FEES/BROWN							\$(258.75)
Number of records:									11	20-181-0000-970-000-0000 Total	(\$23,211.90)

Total Number of records: 11 Report Total (\$23,211.90)

YEAR	ACTIVITY	2021/2022 RECREATION ENROLLMENT SUMMARY										NON-PARTICIPANT	TOTALS	DOWN/UP
		CONWAY	HANDY	IOSCO	COHOCTAH	VILLAGE	LLAGL/TWNS							
		CONWAY	HANDY	IOSCO	COHOCTAH	VILLAGE	TOTALS							
2021	FOOTBALL CAMP	22	35	13	5	4	79	25	104	104				
2021	TENNIS CAMP	6	16	4	0	5	31	0	31	31				
2021	GIRLS BASKETBALL CAMP	6	7	4	1	2	20	2	22	22				
2021	BOYS BASKETBALL CAMP	5	8	1	1	2	17	1	18	18				
2021	SOCCER CAMP	2	6	1	1	3	13	1	14	14				
2021	CHEERLEADING CAMP	13	16	8	0	7	44	4	48	48				
2021	FOOTBALL	35	36	36	5	22	134	21	155	151				
2021	CHEERLEADING	28	31	16	3	9	87	6	93	93				
2021	SOCCER IN-HOUSE FALL	27	57	19	10	7	120	8	128	128				
2021	TRAVEL SOCCER FALL	8	29	13	6	5	61	4	65	65				
2021	GIRLS BASKETBALL	4	6	4	0	1	15	2	17	-7				
2021	BOYS BASKETBALL	8	26	9	3	6	52	6	58	12				
2021	TRAVEL BASKETBALL	49	81	34	5	32	201	26	227	38				
2021	WRESTLING	4	17	5	2	4	32	4	36	36				
2022	VOLLEYBALL	36	50	18	3	15	122	19	141	52				
2022	SOCCER IN-HOUSE SPRING	38	67	23	7	19	154	10	164	2				
2022	TRAVEL SPRING SOCCER	20	49	17	9	9	104	7	111	23				
2022	SOFTBALL	25	25	6	3	6	65	5	70	42				
2022	BASEBALL	21	56	17	4	9	107	13	120	-27				
2022	TRACK	39	71	25	9	11	155	10	165	10				
2022	BASKETBALL CLINIC						0		0					
2022	SOFTBALL CLINIC						0		0					
2022	BASEBALL CLINIC						0		0					
	21/22	396	689	273	77	178	1613	174	1787	855				
	% OF ENROLLMENTS	24%	43%	17%	5%	11%	100%							
	20/21	154	252	94	28	94	622	42	664	-14				
	% OF ENROLLMENTS	25%	41%	15%	4%	15%	100%							



EXPENSES TO THE VILLAGE AND TOWNSHIPS  
JULY 1, 2021 THROUGH JUNE 30, 2022

EXPENSES: \$ 202,741.19  
REVENUES: \$ 178,359.33  
TOTAL DUE: \$ 24,381.86

<b>Conway Township</b> <b>24% X \$24,381.86</b>	<b>\$ 5,851.65</b>
<b>Handy Township</b> <b>43% X \$24,381.86</b>	<b>\$ 10,484.20</b>
<b>Iosco Township</b> <b>17% X \$24,381.86</b>	<b>\$ 4,144.92</b>
<b>Cohoctah Township</b> <b>5% X \$24,381.86</b>	<b>\$ 1,219.09</b>
<b>Village of Fowlerville</b> <b>11% X \$24,381.86</b>	<b>\$ 2,682.00</b>
<b>TOTAL</b>	<b>\$24,381.86</b>

**THIS IS NOT A BILL**

**Conway Township**

8015 N. Fowlerville Road  
PO Box 1157  
Fowlerville MI 48836



Phone 517-223-0358  
Fax 517-223-0533

Motion Form

I move that:

We appoint Richard Holdenstein  
to the temporary trustee  
position.

Maker Name: Elizabeth Whit Maker Signature EW Date 5-17-22

Seconded: YES NO (Please Circle One)

Disposition:

- Adopted
- Postponed Indefinitely:
- Amended
- Referred to:
- Postponed to:
- Laid on the Table
- Withdrawn

Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **Jacob Bo Fyrckiak**

6945 Owosso Road, Fowlerville, MI 48836

Home (517) 223-9392

Cell 517 518-1557

## **Objective**

Seeking employment in equipment sales

## **Education**

Novi Christian Home school ..... 2011

Baker Collage Diesel Mechanics 2011-2014

## **Work Experience**

Self- employed at Fyrckiak Farms

Fowlerville ,MI

Worker at Munsell poultry processing.

Fowlerville ,MI

Worker at Michigan Hay Sales

Hartland ,MI

## **Skills**

- Can work with hands
- Good people skills
- Work with a team
- Clean driving record
- Computer skills
- Can read parts books and manuals
- Work with farm equipment



## Elizabeth Whitt

---

**From:** Elizabeth Whitt  
**Sent:** Monday, May 16, 2022 11:44 AM  
**To:** Trustee 1 - Conway Township; Debra Grubb; Bill Grubb  
**Subject:** Fwd: trustee candidate

Elizabeth Whitt  
Conway Township Clerk

---

**From:** Elizabeth Whitt <clerk@conwaymi.gov>  
**Sent:** Monday, May 16, 2022 11:42:59 AM  
**To:** Richard Hohenstein <rchohenstein@hotmail.com>  
**Subject:** Re:

Thank you for your interest. We will be appointing someone at this Tuesday's meeting at 7 p.m.

Elizabeth Whitt  
Conway Township Clerk

---

**From:** Richard Hohenstein <rchohenstein@hotmail.com>  
**Sent:** Friday, May 13, 2022 10:30:09 AM  
**To:** Elizabeth Whitt <clerk@conwaymi.gov>  
**Subject:**

Dear Ms Whitt

I am interested in being considered for the open trustee position. As you know, I am an attorney, and I have worked as an election official in the past.

Please advise if there is additional information you would like me to provide. I can be reached at 517-899-7015.

Richard Hohenstein

Sent from [Mail](#) for Windows

## Elizabeth Whitt

---

**From:** Mike Miller <mikelori40@msn.com>  
**Sent:** Tuesday, April 26, 2022 11:29 AM  
**To:** Elizabeth Whitt  
**Subject:** Temporary board trustee

I would be pleased to be considered for the vacant position of board trustee.  
I have been a resident for 42 years and have never missed voting in an election in that time.  
My three children and three of my grandchildren have all attended Fowlerville schools.  
I have worked 10 years for the Michigan State Department of Labor and Have been a member of the carpenters union for 60 years.  
I am currently retired and would have the time to commit to this temporary position.

Thank you  
Kenneth Michael Miller  
7575 Mohrle Rd  
Fowlerville

Sent from my iPhone

## Elizabeth Whitt

---

**From:** Mike Miller <mikelori40@msn.com>  
**Sent:** Tuesday, April 26, 2022 11:36 AM  
**To:** Elizabeth Whitt  
**Subject:** Temporary trustee

I neglected to add my telephone number to my earlier email concerning this position. I may be reached at 517-256-1805  
Thank You Mike Miller

Sent from my iPhone



**RESOLUTION TO CONFIRM EVA LANE SPECIAL ASSESSMENT ROLL**

**Resolution No. 220517-\_\_\_\_  
Conway Township**

WHEREAS, the Conway Township Board of Trustees (“Board”) has established the Eva Lane Special Assessment District for the purposes of improvements and repairs to Eva Lane, a private road (“Eva Lane SAD”);

WHEREAS, the Board has directed the Supervisor to prepare the Eva Lane SAD roll, which is attached hereto as **Exhibit A**;

WHEREAS, a second public hearing has been scheduled for May 17, 2022, for the purpose of reviewing the assessment roll, hearing objections, and confirming the roll as submitted, revised, or amended.

WHEREAS, the Clerk has provided notice by mail to all those parties of interest at the address shown on the tax records and by publication in the News and Views according to statute ten days prior to the scheduled public hearing;

WHEREAS, the Board has considered feedback from the public hearing on the proposed project costs and approach, and has determined to accept the bid by \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_;

WHEREAS, the total cost of the project is set forth on **Exhibit B** and the revised Eval Lane SAD rolls reflecting the total assessment per parcel is attached at **Exhibit C**;

WHEREAS, the Township Board would like to allow property owners to pay the assessment over time through the benefit of installment payments; and

WHEREAS, MCL 41.727 requires interest be charged on any unpaid installment payments;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Eva Lane SAD roll attached as Exhibit C is confirmed for the 5 year term.
2. The assessment may be paid in full at any time.
3. Any assessments not paid by \_\_\_\_\_, shall accrue interest at the rate of \_\_\_\_ % per annum.
4. All assessments which have not been paid in full, and any applicable interest, shall be added to the \_\_\_\_\_ 2022 general property tax bill, and future annual installment payments shall be added to future \_\_\_\_\_ tax bills until paid in full.
5. The roll shall be valid and binding unless lawfully challenged in an appropriate court within 30 days of this confirmation.

The foregoing resolution offered by Board Member \_\_\_\_\_.

Second offered by Board Member \_\_\_\_\_.

Upon roll call vote the board members voted as follows:

Grubb, B:

Whitt, E:

Grubb, D:

Pushies, G:

\_\_\_\_\_:

The Supervisor declared the resolution adopted at a regular meeting of the Board of Trustees held on May 17, 2022.

---

Elizabeth Whitt, Clerk

## EXHIBIT A TO RESOLUTION

### EVA LANE SPECIAL ASSESSMENT ROLL

(Proposed as of May 4, 2022)

SAD No.	<u>Parcel Number</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Total Assessment</u>	<u>Annual Installment Payments Over 5 years*</u>
1.	<a href="#">4701-21-201-001</a>	Beach, Megan	9020 Eva Lane	\$2,264	\$453
2.	<a href="#">4701-21-201-002</a>	Sowle, Traci	9032 Eva Lane	\$2,264	\$453
3.	<a href="#">4701-21-201-003</a>	Bowen, Caleb and Lauren	9044 Eva Lane	\$2,264	\$453
4.	<a href="#">4701-21-201-004</a>	Cosgro, Rachel & Stevens, Dean	9066 Eva Lane	\$2,264	\$453
5.	<a href="#">4701-21-201-005</a>	Boguslaski, Brian	9080 Eva Lane	\$2,264	\$453
6.	<a href="#">4701-21-201-006</a>	Dickey, Christopher	9098 Eva Lane	\$2,264	\$453
7.	<a href="#">4701-21-201-007</a>	Smith, Darin and Renee	9126 Eva Lane	\$2,264	\$453
8.	<a href="#">4701-21-201-008</a>	Metz, Jacob and Sarah	9134 Eva Lane	\$2,264	\$453
9.	<a href="#">4701-21-201-009</a>	Monroe, Trevor and Rhonda	9148 Eva Lane	\$2,264	\$453
10.	<a href="#">4701-21-200-012</a>	Larry, Ann	9045 Eva Lane	\$2,264	\$453
11.	<a href="#">4701-21-200-013</a>	Click, Michael and Sandra	9071 Eva Lane	\$2,264	\$453
12.	<a href="#">4701-21-200-014</a>	Whitmore, Scott	9097 Eva Lane	\$2,264	\$453
13.	<a href="#">4701-21-200-015</a>	Click, Mark and Amber	9123 Eva Lane	\$2,264	\$453
14.	<a href="#">4701-21-200-016</a>	Deering, David and Laura	9149 Eva Lane	\$2,264	\$453
15.	<a href="#">4701-21-200-019</a>	Kvatek, Christopher and Jessica	9175 Eva Lane	\$2,264	\$453

\*The assessment may be paid off at any time or it may be paid over time in five installments with balance bearing interest at 5% per annum.

The above stated Eva Lane Assessment Roll has been made pursuant to a Resolution Number \_\_\_\_\_, adopted by the Conway Township Board on May \_\_\_\_\_, 2022, and in accordance with my best judgment, the roll confirms in all respects with that Resolution and the statutes of the State of Michigan.

/s/ \_\_\_\_\_  
Bill Grubb, Supervisor

\_\_\_\_\_  
Dated

**EXHIBIT B TO RESOLUTION**

**CONWAY TOWNSHIP EVA LANE SAD—FINAL COST**

**Repair and Improvement**

- Description of work to be done: \_\_\_\_\_
- Cost: \$ \_\_\_\_\_

**Publication & Postage**

- Publication notices (2) in the News and Views : \$150.00
- Postage for mailings (3) to 15 impacted property owners: \$40.00

**Clerical:**

- Paper/office supplies: \$30.00
- Assessor services: \$30.00
- Treasurer services: \$50.00
- Clerk services: \$50.00

**Attorney Fees**

- To complete SAD: \$2,700

**Cost Allocation/Assessment —15 parcels**

- Total Cost: \$ \_\_\_\_\_
- Assessment per parcel: \$ \_\_\_\_\_



**EXHIBIT C TO RESOLUTION**

**EVA LANE SPECIAL ASSESSMENT ROLL**

**(Final)**

SAD No.	<u>Parcel Number</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Total Assessment</u>	<u>Annual Installment Payments Over 5 years*</u>
1.	<a href="#">4701-21-201-001</a>	Beach, Megan	9020 Eva Lane		
2.	<a href="#">4701-21-201-002</a>	Sowle, Traci	9032 Eva Lane		
3.	<a href="#">4701-21-201-003</a>	Bowen, Caleb and Lauren	9044 Eva Lane		
4.	<a href="#">4701-21-201-004</a>	Cosgro, Rachel & Stevens, Dean	9066 Eva Lane		
5.	<a href="#">4701-21-201-005</a>	Boguslaski, Brian	9080 Eva Lane		
6.	<a href="#">4701-21-201-006</a>	Dickey, Christopher	9098 Eva Lane		
7.	<a href="#">4701-21-201-007</a>	Smith, Darin and Renee	9126 Eva Lane		
8.	<a href="#">4701-21-201-008</a>	Metz, Jacob and Sarah	9134 Eva Lane		
9.	<a href="#">4701-21-201-009</a>	Monroe, Trevor and Rhonda	9148 Eva Lane		
10.	<a href="#">4701-21-200-012</a>	Larry, Ann	9045 Eva Lane		
11.	<a href="#">4701-21-200-013</a>	Click, Michael and Sandra	9071 Eva Lane		
12.	<a href="#">4701-21-200-014</a>	Whitmore, Scott	9097 Eva Lane		
13.	<a href="#">4701-21-200-015</a>	Click, Mark and Amber	9123 Eva Lane		
14.	<a href="#">4701-21-200-016</a>	Deering, David and Laura	9149 Eva Lane		
15.	<a href="#">4701-21-200-019</a>	Kvatek, Christopher and Jessica	9175 Eva Lane		

\*The assessment may be paid off at any time or it may be paid over time in five installments with balance bearing interest at 5% per annum.

The above stated Eva Lane Assessment Roll has been made pursuant to a Resolution Number \_\_\_\_\_, adopted by the Conway Township Board on May \_\_\_\_\_, 2022, and in accordance with my best judgment, the roll confirms in all respects with that Resolution and the statutes of the State of Michigan.

/s/ \_\_\_\_\_  
Bill Grubb, Supervisor

\_\_\_\_\_  
Dated

# Culver Excavating Inc.

3113 Wallace Rd  
Webberville, MI 48892  
517 521-3478 • FAX 517 521-4897  
[culverexc@zoomon.net](mailto:culverexc@zoomon.net)

## PROPOSAL

May 4, 2022

Conway Township  
8015 Fowlerville Road  
Fowlerville, Michigan 48836

Re: 2022 Gravel Road Improvements

Project: private road **Eva Lane**, west off Gregory Road,

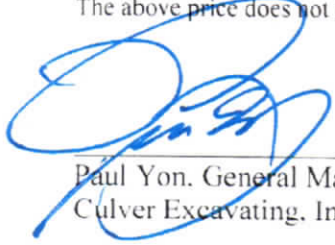
Culver Excavating, Inc. proposes to perform roadway maintenance to include the following. We will grade the existing 1120' of road 26' wide and 60' cul-d-sac. We will import gravel material and install with our grader, then roll compaction to finish per the following options

- To provide **4"** of material to the roadway will total 700 tons
  - Using recycled, processed asphalt = \$15,040
  - Using MDOT 21AA limestone = \$21,900

- To provide **6"** of material to the roadway will total 1050 tons
  - Using recycled, processed asphalt = \$21,060
  - Using MDOT 21AA limestone = \$31,350

These options are presented to assist decisions based on need, desire, and budget. While recycled asphalt is economical, it is our opinion that it will not hold up to the amount of traffic this road takes. Culver Excavating provides grading services for many private roads up to 4 times per year. Our cost to grade Eva Lane will be \$450 per standard maintenance grader request. We will apply chloride dust control for an additional \$400 immediately following limestone installation.

The above price does not include culverts or other drainage systems  
The above price does not include ditching or tree and brush removal.  
The above price does not include exposing, lowering, or moving of any utility wiring, poles, conduit, boxes or structures.  
The above price does not include any permits, bonds, fees, staking, engineering, inspections, undercutting, dewatering, or stone bedding.  
The above price does not include disposal of dumped items left in the work area.  
The above price does not include handling or removal of contaminated materials.

  
\_\_\_\_\_  
Paul Yon, General Manager  
Culver Excavating, Inc.

5/4/22  
Date

## Bill Grubb

---

**From:** Keith Wasilenski <keithwazoo@yahoo.com>  
**Sent:** Tuesday, May 10, 2022 1:44 PM  
**To:** Trustee 2 - Conway Township; Bill Grubb; Elizabeth Whitt  
**Subject:** Support to Proposed Special Assessment for road improvements at Secluded Acres Subdivision

Township representatives. I apologize for not being able to show my support for this special assessment, but we have a prior obligation that conflicts with the meeting on May 17, 2022.

I would just like to make a statement to the board about my support for the proposed special assessment to be discussed at the May 17th, 2022 meeting. This assessment will allow the subdivision to finish the final layer of asphalt on the remaining portion of the private road in the Secluded Acres subdivision. The current base road has been in place for >20 years, and held up remarkably well over that time, but action is needed to ensure the future of the road before significant additional costs are to be incurred. As all lots are now purchased, it is more than time to finish this project. Even through there may be some additional construction and just normal trucking traffic in the subdivision, that traffic will not compromise the completed road as much as if the road was to remain unfinished.

This will also allow the homeowners association to focus on maintenance of the infrastructure opposed to spending any further time and resources on completing the original project.

Thank you for your time and service to our township. Have a great rest of the spring.

Keith Wasilenski  
11882 Secluded Ridge Dr  
517-245-3977



**One-Way Asphalt Paving &  
Excavating, Inc.**

Residential & Commercial  
3420 E. Grand River - Williamston, MI 48895  
Phone (517) 655-5861 Fax (517) 655-6189



**PROPOSAL AND ACCEPTANCE**

DATE: 7-24-2019

TO: SECLUDED ACRES

ADDRESS: 11985 SECLUDED RIDGE BYRON MI. 48418

PHONE: 517-376-8857

FAX:

ATTN: MIKE-----87,600 SQ. FT.----REMAINDER OF THE ROADS

SPRAY WEEDS TO NEUTRALIZE GROWTH.  
SAWCUT EDGES OF NEWER ASPHALT TO CREATE BUTT JOINTS .  
USING POWER BROOM CLEAN THE PAVEMENT SURFACE AND APPLY BOND COAT SS-1H.  
FURNISH AND INSTALL 1.5" OF 1100 WEARING COURSE ASPHALT ROLLED AND  
COMPACTED.

TOTALS 72,890.00-----DEPOSIT 50% \$ 36,445.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or Deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workmen are fully covered by Workmen's Compensation Insurance.

**Authorized Signature**

**note: This proposal may be withdrawn  
by us if not accepted within 30 days.**

**Acceptance of Proposal:**

Customers are responsible for obtaining any and all work permits.  
Customers are responsible for locating and marking of ground utilities and will be liable for any damage to utility as well as personnel and property when an area is marked clearly. Customers agree to pay all attorney fees, plus all attendant collection costs to recover balance.

Date of Acceptance: \_\_\_\_\_

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

# McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909  
901 E Gier St Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171  
www.mckearneyasphalt.com

Proposal submitted to <b>SECLUDED ACRES HOA</b>	Phone 517.376.8857	EMAIL: <a href="mailto:mikewoolworth@yahoo.com">mikewoolworth@yahoo.com</a>
Street <b>11985 SECLUDED RIDGE</b>	Date 3/15/19	
city, state, and zip code <b>BYRON, MI. 48418</b>	Job location <b>SAME</b>	
Contact <b>MIKE WOOLWORTH</b>	Saved As <b>SECLUDED ACRES HOA - CAP ROADWAY</b>	

We hereby submit specifications and estimates for:

**JOB LOCATION: SECLUDED RIDGE, BYRON MI. 48418**

- **TOP THE REST OF ROADWAY APPROX: 87,573 SQ/FT**  
ROTOMILL AS NEEDED FOR SMOOTH TRANSITIONS  
CLEAN ENTIRE ROADWAY TO PAVE AND HAUL ANY DEBRIS OFFSITE  
APPLY SSH1 BOND COAT  
WEDGE LOW AREAS  
FURNISH AND INSTALL 2" OF MDT **13A** BITUMINOUS AGGREGATE

**\*FOR THE SUM OF: \$90,895.00**

-NOTE: CRACKS MAY REFLECT AT SOME POINT IN TIME.

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: ½ deposit & balance upon completion

  
Andy McKearney, McKearney Asphalt

#### Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted:

date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.



Over 30 years of experience  
Quality workmanship at a fair price

# McKearney Asphalt & Sealing Inc

PO Box 22083 Lansing MI 48909  
901 E Gier St Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171  
www.mckearneyasphalt.com

Proposal submitted to <b>SECLUDED ACRES HOA</b>	Phone 517.376.8857	EMAIL: <a href="mailto:mikewoolworth@yahoo.com">mikewoolworth@yahoo.com</a>
Street <b>11985 SECLUDED RIDGE</b>	Date 3/15/19	
city, state, and zip code <b>BYRON, MI. 48418</b>	Job location <b>SAME</b>	
Contact <b>MIKE WOOLWORTH</b>	Saved As <b>SECLUDED ACRES HOA – SEALCOAT ROADWAY</b>	

We hereby submit specifications and estimates for:

**JOB LOCATION: SECLUDED RIDGE, BYRON MI. 48418**

• **CRACKSEALING: 1,000 LN/FT**

CLEAN OUT CRACKS BY AIR BLOWING AND SCRUBBING TO REMOVE GRASS AND DEBRIS  
FILL CRACKS WITH HIGH-SPEC JOINT COMPOUND

**\*FOR THE SUM OF: \$850.00**

• **SEALCOATING WITH TARCONITE APPROX: 26,600 SQ/FT**

CLEAN AREA BY AIR BLOWING OR BRUSHING.  
PRIME ANY OIL AND GAS SPOTS.  
APPLY 1 COAT OF TARCONITE SEALER, AT THE RATE OF .1 OF A GALLON PER SQUARE YARD,  
WITH FOUR TO FIVE POUNDS OF SHARP SILICA SAND PER GALLON

**\*FOR THE SUM OF: \$2,095.00**

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: ½ deposit & balance upon completion

\_\_\_\_\_  
Andy McKearney, McKearney Asphalt

Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted:

date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.



Over 30 years of experience  
Quality workmanship at a fair price

# PAVING PROPOSAL

(248) 305-6020  
FAX: (248) 305-6023

## Copeland Paving Inc.



- PARKING LOTS • DRIVEWAYS
- REPAIR WORK • FREE ESTIMATES

COMMERCIAL  
INDUSTRIAL  
RESIDENTIAL

46900 W. 12 MILE ROAD NOVI, MICHIGAN 48377  
www.copelandpavinginc.com

APRIL 23, 2019

PAGE 1 OF 2

NAME: SECLUDED ACRES CONDO'S  
 ATTN: MIKE WOOLWORTH  
 MAILING ADDRESS: 11985 SECLUDED RIDGE DR.  
 CITY/STATE/ZIP: BYRON, MI. 48418  
 CUSTOMER PHONE: (517)-376-8857  
 EMAIL: mikewoolworth@yahoo.com  
 JOB NAME: RESURFACE - 11985 SECLUDED RIDGE DR.

We will do the following items of work with the following specifications, quantities, and unit prices enumerated below:

1. Clean and tack approximately 86,640 Sq. Ft. parking lot.
2. Install 2" of 13A wearing asphalt material over 86,640 Sq. Ft. area total.
3. Restripe to existing layout.
4. Clean up all debris caused by this paving operation.
5. Upon acceptance of this proposal it is required that the authorized party notify and supply Copeland Paving any copies of Bonds issued for this project or a Notice of Commencement where no bonds have been issued.
6. Please read all general conditions stated on the back of this contract as they become a part of it.
7. Pay schedule to be as follows:
  - a.) 50 % of the total estimated contract price down.
  - b.) 50 % of the total estimated contract price upon completion.

The total estimated contract price is One Hundred Thirteen Thousand Four Hundred Sixty Five Dollars (\$113,465.00).

NOTE: The price in this contract is valid for the next 20 days; contract price is subject to change based on unstable and fluctuating gas and oil prices.

NOTE: Any and all permits, bonds or inspection fees will be the responsibility of the owner.

The above quoted prices may be subject to change if not accepted within 20 days from the date of the proposal.

ACCEPTED: The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
Duly Authorized Signature  
CURTIS COPELAND

\_\_\_\_\_  
Signature of Acceptance      Date

\_\_\_\_\_  
PRINT NAME AND TITLE

SIGN AND RETURN ORIGINAL WHITE COPY



From: "Culver Excavating / Paul" <culverexc@zoomon.net>  
Subject: Secluded Acres road repair  
Date: Fri, April 23, 2021 7:29 am  
To: josmith@cse.msu.edu

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Hello Don,

Attached is the proposal from the paving company.

In addition

Curb replacement, incl saw cuts, removal of old curb, dowel ends, pour new curb = \$128 plf (min 8' sections)

Catch basin repairs, incl saw cuts, remove casting, excavate to rim of structure, tuck and reset casting in position, backfill and compact base material = \$2,280 each

Thank you,

*Paul Yon*

General Manager

**Culver Excavating, Inc.**

3113 Wallace Road

Webberville, Michigan 48892

517\*521-3478 office

517\*521-4897 fax

517\*202-2118 mobil

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# Proposal



9633 Northwest Court  
P.O. Box 1290  
Clarkston, MI 48347-1290  
(248) 625-9581  
Fax (248) 625-3360



The Allied Advantage  
www.alliedasphalt.com

Brighton / Howell  
(810) 229-5511  
White Lake / Milford  
(248) 684-2343  
Lapeer  
(810) 797-6080



M.D.O.T. PREQUALIFIED

Proposal Submitted To: <b>Culver Excavating, Inc.</b>	Date: <b>April 13, 2021</b>	Estimate No.: <b>18457</b>
Attn: <b>Paul Yon</b>	Email: <b>culverexc@zoomon.net</b>	
Property Name: <b>Secluded Acres</b>	Job Name: <b>Asphalt Streets Removal And Reconstruction</b>	
Address: <b>5260 E. Grand River, Webberville, MI 48892</b>	Job Address: <b>11849 Secluded Ridge Dr, Byron, MI 48418</b>	
Architect: <b>N/A</b>	Date Of Plans: <b>Per site review and measurements</b>	Phone: <b>517-521-3478(Ext: Office)</b>

We Propose hereby to furnish material and labor - complete in accordance with specifications below.

All work terms and conditions are bound by the attached General Conditions. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Any deviation from specifications requested by the Owner shall become an extra charge. All work shall be carried out in a workmanlike manner. Any warranty does not cover gasoline or oil spills, kickstand or tire marks, cracks, tree root cracks, reflective cracks, small water depressions and settling. The owner consents and agrees to pay Allied as described in the attached general conditions.

Authorized Signature \_\_\_\_\_ **Ken Frenger (248-640-5043)**  
Note: This proposal may be withdrawn by us if not accepted within 30 days.

We here by submit specifications and estimates for:

## SCOPE OF WORK

### Remove and Replace Existing Asphalt Streets (Green On Sketch) - Approximately 87,126 SF (~2,130 Tons HMA)

- Remove existing deteriorated asphalt leveling course up to 2" thick which has not received the wearing course.
- Proof roll and inspect existing gravel base to confirm stability.
- Re-grade and compact existing aggregate base in prep for new asphalt paving.
- Construct a final compacted 4" of hot mixed asphalt with 2" of 3C leveling course (1,065 tons) and 2" of premium commercial 5E1 Superpave topping (1,065 tons).
- Apply an SS-1h emulsion course tack coat between layers for asphalt adhesion.
- Asphalt placed with (1 of our 5) late model Caterpillar or Volvo highway class MDOT approved asphalt pavers.
- Asphalt compacted with vibratory/oscillatory rollers to a minimum of 95% max density per Marshall method testing.
- Clean up and remove debris associated with our operations.

**Total All Above Base Bid Asphalt Streets Removal And Reconstruction \$256,260.00**

Asphalt Market Pricing: Due to a highly volatile petroleum and specifically asphalt market our prices are only valid for 30 days, after 30 days please allow for market adjustments. No prices can be held for the following year at this time. Contracts must be signed so we can turn them into our suppliers prior to the expiration of mix pricing.

### Notes:

- Work is quoted for completion in one mobilization without phasing prior to 9/15/2021. Prior to our mobilizing, owners to remove all equipment, storage items, dumpsters, vehicles, etc. from within the designated work areas.
- If required, import and place additional 21AA crush concrete to supplement existing gravel base for positive drainage at \$32.00 per ton.
- Scope of work and prices exclude: permits; bonds; testing or inspection fees; engineering survey staking or layout; concrete work; liability for damages to overhanging tree limbs; catch basin repairs; liability for damages or repairs to private utilities not staked by Miss Dig (i.e. sprinklers, invisible fence, electrical secondaries for site lighting, etc.); landscaping restoration.
- To prevent ponding or slow draining water asphalt requires a MINIMUM slope of 1.5%.
- **Undercutting** is the process of removing wet or unstable existing aggregate base (or subgrade) and replacing it with a useable pavement base. Having a stable aggregate base is crucial for the pavement quality and useful life of the pavement. Undercutting may or may not be necessary, and it is impossible to tell if, or how much, will be needed until the asphalt is removed and the grade is proof rolled. Some allowance should be made for undercutting in your budget. Undercutting will be done, if required, at unit rates with 21AA crushed concrete stabilizing backfill at \$48.00/ton. If required, other types of undercutting or stabilizing will be quoted and provided at added cost.
- All work to be completed per Allied's general conditions page attached.
- This proposal to be referenced in and be made part of any agreement offered to Allied.

Above prices do not include barricades, permit, layout, bonds, inspection fees, concrete flatwork, landscaping, or signs. All restoration by others. Proposal is based on working in one phase, unless stated otherwise above, additional phasing at extra cost. The work areas must be clear of all cars prior to our arrival. A clear ingress and egress must be provided at all times during construction. Prices above are based on work being performed during normal weekday hours. Price reflects machine paving only, patching and handwork extra unless specifically stated otherwise above. Work is bid for the summer of the proposal year only, please note that we are expecting material cost fluctuations. Therefore, work completed after the normal paving season (until generally September 30th of the proposal year) is subject to a price increase.

Payment to be made as follows:

**NET 30**

**Acceptance of Proposal**-The above prices, specifications, conditions, and attached general conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

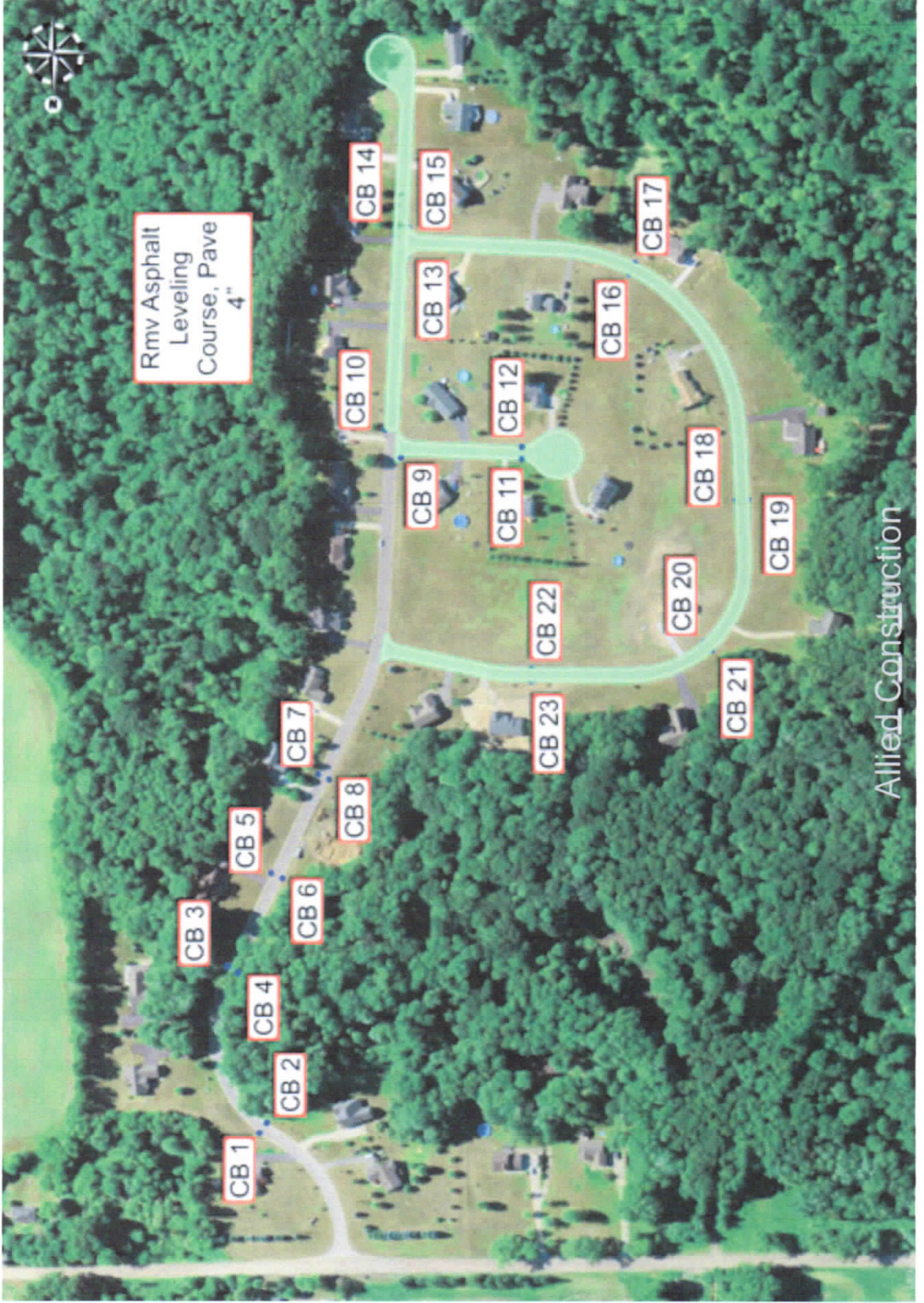
Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



Diagram For Culver Excavating, Inc.

Estimate No.: 18457  
Date: April 13, 2021



Allied Construction



## GENERAL CONDITIONS

1. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement amongst the parties. This Agreement supersedes any and all other agreements, whether oral or written between F. Allied Construction Company, Inc. ("Contractor" or "Allied Construction") and the Purchaser, pertaining to the Work described herein (the "Work"). It is expressly understood that all terms, agreements, and conditions relating to this Agreement include only those set forth in writing herein. This agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.
2. **COUNTERPARTS:** The Parties acknowledge and agree that this Agreement may be executed in counterparts, may also be transmitted by facsimile and/or email, all of which shall be binding in all respects upon and inure to the benefit of each Party hereto. Nothing in this Agreement is intended, nor shall anything be construed to give any other person, or entity not a Party to this Agreement, any rights, remedies, or claims under or by reason hereof.
3. **COSTS OF COLLECTION/ENFORCEMENT OF THIS AGREEMENT:** If for any reason, Allied institutes any civil action, or takes any other action to enforce this Agreement, then Owner consents and agrees that Allied shall receive all its actual costs, expenses, and attorney fees incurred, from Owner, which shall become a part of the damages due and owing Allied. Expenses covered by this paragraph include, without limitation, Allied's attorney fees and legal expenses, whether or not a civil action is filed, including all such fees and expenses for all bankruptcy proceedings, all post judgment litigation, including appeals, all costs of researching records, and obtaining reports, including but not limited to title reports. Owner consents and agrees to pay Allied all the costs, expenses and fees set forth in this paragraph.
4. **ARBITRATION:** Contractor, at its sole election, shall determine whether any and all disputes, claims, or differences arising out of this Agreement shall be resolved by submitting the same to arbitration or to a court of competent jurisdiction. When any such arbitration or litigation proceedings are initiated by Contractor, they may be initiated at any time in accordance with the applicable statute(s) of limitations. Should the Purchaser wish to commence proceedings on any disputes, claims, or differences, they shall notify Contractor of said election and Contractor shall have fifteen (15) days from the receipt of the aforementioned written correspondence to elect whether proceedings shall be commenced via arbitration proceeding or via a court of competent jurisdiction. Any selected arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and may include, at the election of Contractor, an arbitration proceeding pursuant to the specific Construction Industry Arbitration Rules. Any applicable arbitration award may be enforced by a court of competent jurisdiction and may include any equitable remedies that a court of competent jurisdiction could have provided and any remedies pursuant to the Michigan Construction Lien Act, M.C.L. § 570.1101 et seq.
5. **TIME PRICE CHARGES:** The Owner consents and agrees to pay Allied a time price differential charge of one and one half percent (1.5%) per month, on all past due amounts due and owing Allied, until the entire balance due Allied is paid in full. If the Owner defaults on any obligation under this Agreement, or otherwise terminates or breaches this Agreement, so that the Scope of Work or Project does not proceed and/or is not completed by Allied, for any reason whatsoever, then Allied shall receive the foregoing Time Price Charges from Owner, in addition to all other damages Allied may be entitled to under Michigan law and/or equitable doctrines available to Allied.
6. **CHANGES:** No changes or alterations to the specification(s) pertaining to the Work shall be allowed except as made in writing, signed by the parties, and at prices agreed upon at the time the changes are authorized.
7. **PREVAILING PARTY:** In the event that any dispute between the parties, pertaining to this Agreement and/or the Work, proceeds to arbitration or litigation, the prevailing party shall be entitled to recover their reasonable costs and attorney fees incurred.
8. **DELAY:** Contractor will not be responsible for any delays, or any condition or damage that results from any delay; including but not limited to inability to receive materials, weather conditions, strikes or other labor stoppages, acts of God, war, decision by Purchaser to delay installation of top coat, delay(s) caused by another party (other than the Contractor) through fault or otherwise, or any other unanticipated condition.
9. **PERMITS:** The Purchaser or the owner of the project where the Work is being performed shall pay for any and all required permits or assessments.
10. **MINIMUM SLOPE AND STANDING WATER:** To allow for proper drainage all pavement areas must be designed for a minimum of 1.5% slope or there is a chance for standing water, puddles, or slow drainage. We cannot guarantee against standing water when slopes are less than 1.5%.
11. **REPRODUCTION CRACKS:** When the Work involves resurfacing concrete, brick, asphalt pavements, or any other such surfaces, the Contractor is not responsible for the reproduction of cracks, reflection of expansion joints, or other similar items, which may occur.
12. **UNDERGROUND STRUCTURES:** It is Purchaser's responsibility to timely and properly advise Contractor to the existence and location of all underground structures such as sewers, water lines, gas lines, private and public electrical lines, etc., which might be encountered by Contractor in the performance of its Work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this Agreement, and the location thereof as indicated in this Agreement. If developments in the performance of the Work reveal that the identity or location of the underground structures varies from those specified herein, any extra cost to Contractor thereby incurred in moving, protecting, or covering the same, or otherwise, shall be borne by the Purchaser.
13. **SOIL CONDITIONS:** Should any unusual soil conditions be encountered, including, but not limited to clay and/or underground water, any extra cost incurred by Contractor in the performance of the Work, occasioned by such conditions, shall be paid by the Purchaser.
14. **HIDDEN OBJECTS:** Contractor assumes no responsibility for removing hidden objects encountered during performance of the Work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser, and the Contractor shall be reimbursed accordingly.
15. **ZONING REQUIREMENTS & OTHER LOCAL REGULATIONS:** Contractor assumes no responsibility for determining whether the Purchaser has the legal right or authority to pave the property, or otherwise perform the Work as directed. Notwithstanding the same, should the Work be deemed to be in violation of any ordinance, zoning regulation, or other law, the Purchaser shall nevertheless be obligated to pay for Work performed as set forth in this Agreement.
16. **GROUND MOVEMENTS:** Ground movements can cause certain cracking or other such items that may be visible after Contractor performs its Work. Contractor shall not be responsible to repair any such items that may be caused by frost heaving, freeze thawing, expansion/contraction due to the weather, vehicular vibrations, or any ground movements of any kind. **CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTIES IN CONNECTION WITH ANY CRACKING OR OTHER SUCH ITEMS THAT MAY OCCUR IN CONNECTION WITH ANY GROUND MOVEMENTS.**
17. **UNANTICIPATED CONDITIONS:** In addition to paragraphs 3, 4, 5, 7, 8, 9, 10, and 12 above, the parties acknowledge and agree that certain unanticipated circumstances may occur which are beyond the scope of the Work to be performed by Contractor. It is understood that in the event that any such unanticipated circumstance should occur, after responsible investigation to determine that said circumstances could not have been anticipated, Contractor may submit a Change Order to Purchaser proposing necessary additional work to be performed resulting from said unanticipated circumstance(s). In the event that Purchaser fails to execute said change Order, then Purchaser shall assume complete responsibility for any and all damages and costs resulting from Purchaser's failure to consent to the Change Order and Contractor may, at its sole discretion, consider Purchaser's failure to execute the Change Order as grounds for terminating this Agreement, including its responsibility to perform any services under this Agreement. If Contractor elects to terminate this agreement pursuant to this paragraph, then Purchaser shall still be responsible to pay Contractor the entire contract amount, less any labor and material costs not incurred by Contractor as a result of the termination. Should Contractor elect to continue working, rather than terminate the Agreement, Purchaser acknowledges that Contractor may be unable to comply with certain terms and conditions of the Agreement due to said unanticipated circumstance(s), and Contractor will not be held responsible for any such terms and conditions.
18. **SEVERABILITY:** Invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions set forth herein and this Agreement shall be construed in all aspects as if such invalid or unenforceable provision was omitted.
19. **BINDING EFFECT:** This Agreement shall be binding on the parties and their heirs, agents, employees, personal representatives, successors, and assigns.
20. **AMBIGUITY:** In the event that any of the terms and conditions of this Agreement are found to be ambiguous, then the remainder of the Agreement shall be interpreted to give it full force and effect. Further, in the event there is an ambiguity between this Agreement and any other agreement, the parties intend that the terms and conditions of this Agreement will supersede any other agreement, including but not limited to the administration, interpretation, performance, and enforcement of this Agreement. Any rule of construction regarding ambiguities being resolved against the drafting parties shall not apply to interpretation and construction of this Agreement.



## Cyber Liability Coverage Overview

**Cyber Insurance** is coverage specifically designed to protect a business or organization from a range of threats and incidents relating to a breach event including:

- Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private.
- Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment.
- Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc.
- Defense costs in State or Federal regulatory proceedings that involve violations of privacy law.
- The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket (1st Party) expenses associated with the appropriate handling of the types of incidents listed above.

**Security Breach Response** coverage reimburses an Insured for costs incurred in the event of a security breach of personal, non-public information of their customers or employees. Examples include:

- The hiring of a public relations consultant to help avert or mitigate damage to the Insured's brand.
- IT forensics, customer notification and 1st Party legal expenses to determine the Insured's obligations under applicable Privacy Regulations.
- Credit monitoring expenses for affected customers for up to 12 months and longer if circumstances require.

**Security Liability** provides coverage for the Insured for allegations of a Security Wrongful Act, including:

- The inability of a third-party, who is authorized to do so, to gain access to the Insured's computer systems.
- The failure to prevent unauthorized access to or use of a computer system, and/or the failure to prevent false communications such as phishing that results in corruption, deletion of or damage to electronic data, theft of data and denial of service attacks against websites or computer systems of a third party.
- Protects against liability associated with the Insured's failure to prevent transmission of malicious code from their Computer System to a third party's Computer System.

**Cyber Extortion Expense** and payments (including ransom payments if necessary) to a third party to avert potential damage threatened against the Insured such as the introduction of malicious code, system interruption, data corruption or destruction or dissemination of personal or confidential corporate information.





**DECKER**  
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**Business Income and Digital Asset Restoration** provides for lost earnings and expenses incurred because of a Network Disruption, or, an authorized third-party's inability to access a Computer System. The policy will also cover for lost business as a result of a loss of reputation caused by any failure or disruption to Computer Systems. Restoration Costs to restore or recreate digital (not hardware) assets to their pre-loss state are provided for as well. The definition of Computer System is broadened to include not only systems under the Insured's direct control, but also systems under the control of a Service Provider with whom the Insured contracts to hold or process their digital assets.

**Cyber Deception** provides coverage for the intentional misleading of the Applicant by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and which is relied upon by the Applicant believing it to be genuine. This is commonly known as spear-phishing or social engineering. Additionally, this coverage provides for the loss of money from the Insured's account, or, the loss of money held on behalf of the Insured's customers or clients.

**Telephone Hacking** coverage is included in the Electronic Fraud sub-section of the policy. It provides a sub-limit of coverage for the intentional, unauthorized and fraudulent use of your Telecommunications Services (ie: telephone, fax, broadband or other data transmission services that you purchase from third parties) that results in unauthorized calls or unauthorized use of your bandwidth.

**Funds Transfer Fraud** provides coverage for unauthorized electronic funds transfer, theft of your money or other financial assets from your bank by electronic means, theft of your money or other financial assets from your corporate credit cards by electronic means, or any fraudulent manipulation of electronic documentation while stored on your Computer System. This should not be confused with Cyber Deception coverage which requires a willful release of funds (not theft) based on a fraudulent instruction the insured believes to be true.

**Phishing Loss** provides reimbursement to the Insured when they are unable to collect a receivable due to them because of a third party's impersonation of them via email or other electronic means. This is often experienced when the Insured's system is compromised and a fraudster sends out an invoice, purporting to come from the Insured, however, payment routing information is changed to divert funds to the fraudster who is executing the crime. As a result, customers pay over amounts owed to fraudulent accounts, instead of to the Insured's account, and the Insured is unable to collect the monies owed to them.

**Breach Response Costs** provides the Insured a sub-limit of coverage (with prior consent, and utilizing pre-approved vendors) for costs incurred for the revision of an incident response plan, the completion of a network security audit, an information security risk assessment, and/or the implementation of a security awareness training program.

**Restoration Costs** will provide for reasonable and necessary costs to install a more secure and efficient version of the Insured's Computer System up to 25% more than the cost would have been to replace the original model, subject to a sub-limit of coverage for hardware replacement.



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269.327.8578

# Cyber Liability Coverage



**Entity Name** Conway Township  
**App Number** HMTP-311855  
**Effective Date** 05/01/2022-09/01/2022  
**Population** 3546

	Quote
<b>Cyber Liability Limit(s)</b>	\$1,000,000
Multimedia Liability	\$1,000,000
Security and Privacy Liability	\$1,000,000
Privacy Regulatory Defense and Penalties	\$1,000,000
PCI DSS Liability	\$1,000,000
TCPA Defense	\$50,000
Breach Event Costs	\$1,000,000
Post Breach Remediation Costs	\$25,000
BrandGuard	\$1,000,000
System Failure	\$1,000,000
Dependent System Failure	\$1,000,000
Cyber Extortion	\$100,000
Cyber Crime Aggregate Limit	\$250,000
<i>A. Financial Fraud Sublimit</i>	\$250,000
<i>B. Telecommunications Fraud Sublimit</i>	\$250,000
<i>C. Phishing Fraud Aggregate Sublimit</i>	\$250,000
<i>1. Your Phishing Fraud Loss Sublimit</i>	\$250,000
<i>2. Client Phishing Fraud Loss Sublimit</i>	\$50,000
Reward Expenses	\$50,000
Court Attendance Costs	\$25,000
Bodily Injury (via endorsement)	\$250,000
Bricking Loss with Betterment (via endorsement)	\$250,000
Maximum Policy Aggregate Limit	\$1,000,000
Additional Defense Costs Limit	\$1,000,000
Separate Breach Event Costs	Included
<b>Premium</b>	\$756
<b>Deductible</b>	\$2,500



# MICHIGAN TOWNSHIP PARTICIPATING PLAN MTPP NETGUARD® PLUS Cyber Liability Coverage

<b>Entity Name</b>	
<b>App Number</b>	<b>Specimen Policy</b>
<b>Effective Date</b>	
<b>Population</b>	
	Option
<b>Cyber Liability Limit(s)</b>	\$1,000,000
Multimedia Liability	\$1,000,000
Security and Privacy Liability	\$1,000,000
Privacy Regulatory Defense and Penalties	\$1,000,000
PCI DSS Liability	\$1,000,000
TCPA Defense	\$50,000
Breach Event Costs	\$1,000,000
Post Breach Remediation Costs	\$25,000
BrandGuard	\$1,000,000
System Failure	\$1,000,000
Dependent System Failure	\$1,000,000
Cyber Extortion	\$100,000
Cyber Crime Aggregate Limit	\$250,000
<i>A. Financial Fraud Sublimit</i>	\$250,000
<i>B. Telecommunications Fraud Sublimit</i>	\$250,000
<i>C. Phishing Fraud Aggregate Sublimit</i>	\$250,000
<i>1. Your Phishing Fraud Loss Sublimit</i>	\$250,000
<i>2. Client Phishing Fraud Loss Sublimit</i>	\$50,000
Reward Expenses	\$50,000
Court Attendance Costs	\$25,000
Bodily Injury (via endorsement)	\$250,000
Bricking Loss with Betterment (via endorsement)	\$250,000
Maximum Policy Aggregate Limit	\$1,000,000
Additional Defense Costs Limit	\$1,000,000
Separate Breach Event Costs	Included
<b>Premium</b>	
<b>Deductible</b>	\$2,500



# MICHIGAN TOWNSHIP PARTICIPATING PLAN

## MTPP NETGUARD® PLUS - COVERAGE FORM

### Important Notice

The Third Party Liability Insuring Agreements (Insuring Agreements I through V) of this Policy provide coverage on a **claims-made-and-reported** basis, meaning coverage applies only to **claims** first made during the **policy period** (or during the **extended reporting period**, if applicable) and reported to the Company in accordance with Section 11 of this Policy. Insuring Agreements I, II, III, and IV provide liability coverage on a **claims-made-and-reported** basis. Insuring Agreement V provides defense-only coverage on a **claims-made-and-reported** basis. The First Party Insuring Agreements (Insuring Agreements VI through XIV) provide certain first-party coverages on an event discovered and reported basis, unless stated otherwise in this Policy.

Please refer to Item 4 of the Declarations for the Insuring Agreements and Limits of Liability purchased by the **Named Insured**. If an Insuring Agreement has not been purchased, that portion of this Policy does not apply. The Limits of Liability for Insuring Agreements I through V include **defense costs**.

All **claims** are subject to the applicable **retention(s)**, **waiting period**, **period of indemnity**, **period of restoration**, and **retroactive date(s)**, all as set forth in Items 5 and 6 of the Declarations, respectively.

Throughout this Policy, the words "we", "us", and "our" refer to the Company providing this insurance. The word **Insured** means any person or organization qualifying as such under Section 6 (Who is Insured) of this Policy. Words or terms that appear in bold face type, other than titles or headings, are defined in Section 7 (Definitions) of this Policy.

This Policy, including the Declarations Page and any Endorsements, contains all details of the coverage afforded by the Company. Please review this Policy carefully and discuss it with your insurance agent or broker.

### **1. Insuring Agreements**

In consideration of the payment of the premium charged, and in reliance upon all statements made and information furnished by the **Named Insured** to the Company, including all statements made in the **application** and the material incorporated therein, which is considered a part of this Policy, the Company agrees as follows:

#### **1.1 Third Party Liability Insuring Agreements**

##### **1.1.1. Insuring Agreement I: Multimedia Liability**

The Company will pay on behalf of an **Insured** the sums in excess of the **retention** and within the applicable Limits of Liability that such **Insured** becomes legally obligated to pay as **damages**, including liability **assumed under contract**, and related **defense costs** resulting from a **claim** for an actual or alleged **multimedia wrongful act**, but only if: 1) the **claim** is first made against the **Insured** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **claim** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) the **multimedia wrongful act** takes place on or after the **retroactive date**.

##### **1.1.2. Insuring Agreement II: Security and Privacy Liability**

The Company will pay on behalf of an **Insured** the sums in excess of the **retention** and within the applicable Limits of Liability that such **Insured** becomes legally obligated to pay as **damages**, including liability **assumed under contract**, and related **defense costs** resulting from a **claim** for an actual or alleged **security and privacy wrongful act**, but only if: 1) the **claim** is first made against the **Insured** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **claim** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) the **security and privacy wrongful act** takes place on or after the **retroactive date**.

##### **1.1.3. Insuring Agreement III: Privacy Regulatory Defense and Penalties**

The Company will pay on behalf of an **Insured** the sums in excess of the **retention** and within the applicable Limits of Liability that such **Insured** becomes legally obligated to pay as a **regulatory compensatory award** or **regulatory fines and penalties** (to the extent insurable by law) and related **defense costs** resulting from a **privacy regulatory proceeding** instituted against the **Insured** because of a **security breach** or **privacy breach**, but only if: 1) the **privacy regulatory proceeding** is instituted against the **Insured** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **privacy regulatory proceeding** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) the **security breach** or **privacy breach** occurs on or after the **retroactive date**.

# MICHIGAN TOWNSHIP PARTICIPATING PLAN

## 1.1.4. Insuring Agreement IV: PCI DSS Liability

The Company will pay on behalf of an **Insured** the sums in excess of the **retention** and within the applicable Limits of Liability that such **Insured** becomes legally obligated to pay as **PCI DSS fines and assessments**, and related **defense costs**, because of a **claim** resulting from a **security breach or privacy breach**, but only if: 1) the **claim** is first made against the **Insured** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **claim** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) the **security breach or privacy breach** occurs on or after the **retroactive date**.

## 1.1.5. Insuring Agreement V: TCPA Defense

Subject to the applicable **retention** and Limits of Liability, the Company will pay on behalf of an **Insured** the **defense costs** incurred to defend against a **TCPA claim** made against the **Insured** for an actual or alleged **TCPA violation**, but only if: 1) the **TCPA claim** is first made against the **Insured** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **claim** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) the **TCPA violation** occurs on or after the **retroactive date**. The Company will have no obligation to pay **damages** or any amounts, other than **defense costs**, under this Insuring Agreement.

## 1.2. First Party Insuring Agreements

### 1.2.1. Insuring Agreement VI: Breach Event Costs

Subject to the applicable **retention** and Limits of Liability, the Company will pay on **your** behalf the **privacy breach response costs, notification expenses, and breach support and credit monitoring expenses** that **you** incur because of an **adverse media report, security breach or privacy breach**, but only if: 1) the **adverse media report, security breach or privacy breach** occurs on or after the **retroactive date**, 2) the **adverse media report, security breach or privacy breach** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), and 3) the **adverse media report, security breach or privacy breach** is reported to the Company in writing in accordance with Section 11 of this Policy.

### 1.2.2. Insuring Agreement VII: Post Breach Remediation Costs

Subject to the applicable **retention** and Limits of Liability, the Company will pay on **your** behalf the **post breach remediation costs** that **you** incur, with **approval**, after a **security breach or privacy breach**, but only if: 1) such **security breach or privacy breach** is covered under Insuring Agreement VI of this Policy, and 2) a written request for indemnification under this Insuring Agreement is made by an **executive** to the Company in accordance with Section 11 of this Policy.

### 1.2.3. Insuring Agreement VIII: BrandGuard®

Subject to the applicable **waiting period** and Limits of Liability, the Company will pay for provable and ascertainable **brand loss** that **you** sustain during the **period of indemnity** as a direct result of an **adverse media report or notification**, but only if: 1) the **adverse media report** is first discovered by an **executive**, or the **notification** first occurs, during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **adverse media report or notification** results from a **security breach or privacy breach** that occurs on or after the **retroactive date**, 3) the **brand loss** is reported to the Company in writing during the **period of indemnity**, and 4) **you** provide clear evidence that the **brand loss** is directly attributable to the **adverse media report or notification**.

### 1.2.4. Insuring Agreement IX: System Failure

#### A. Data Recovery

Subject to the applicable **retention** and Limits of Liability, the Company will pay for **digital assets loss** and **special expenses** that **you** incur because of damage, alteration, corruption, distortion, theft, misuse, or destruction of **digital assets** resulting from **system failure**, but only if: 1) the **system failure** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **system failure** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) **you** provide clear evidence that the **digital assets loss** directly results from a **system failure**. The Company will pay **digital assets loss** and **special expenses** for up to twelve (12) months following an **executive's** discovery of the **system failure**, unless specified otherwise by endorsement to this Policy.

#### B. Non-Physical Business Interruption

Subject to the applicable **waiting period** and Limits of Liability, the Company will pay for **income loss, interruption expenses, and special expenses** that **you** incur during the **period of restoration** because of a **system failure**, but only if: 1) the **system failure** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **system failure** is reported to the Company in writing in accordance with Section 11 of this Policy; and 3) **you** provide clear evidence that the **income loss, interruption expenses, and special expenses** directly result from a **system failure**.

## MICHIGAN TOWNSHIP PARTICIPATING PLAN

### 1.2.5. Insuring Agreement X: Dependent System Failure

#### A. Data Recovery

Subject to the applicable **retention** and Limits of Liability, the Company will pay for **digital assets loss** that **you** incur because of damage, alteration, corruption, distortion, theft, misuse, or destruction of **digital assets** resulting from a **dependent system failure**, but only if: 1) the **dependent system failure** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **dependent system failure** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) **you** provide clear evidence that the **digital assets loss** directly results from a **dependent system failure**. The Company will pay **digital assets loss** for up to twelve (12) months following an **executive's** discovery of the **dependent system failure**, unless specified otherwise by endorsement to this Policy.

#### B. Non-Physical Business Interruption

Subject to the applicable **waiting period** and Limits of Liability, the Company will pay for **dependent business interruption loss** that **you** incur during the **period of indemnity** because of an actual interruption or suspension of **your** business directly caused by a **dependent system failure**, but only if: 1) the **dependent system failure** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), 2) the **dependent system failure** is reported to the Company in writing in accordance with Section 11 of this Policy, and 3) **you** provide clear evidence that the **dependent business interruption loss** directly results from a **dependent system failure**.

### 1.2.6. Insuring Agreement XI: Cyber Extortion

Subject to the applicable **retention** and Limits of Liability, the Company will pay for **cyber extortion expenses** and **cyber extortion monies** that **you** pay as a direct result of a **cyber extortion threat**, but only if: 1) the **cyber extortion threat** is first made against **you** during the **policy period** and 2) the **cyber extortion threat** is reported to the Company in writing in accordance with Section 11 of this Policy.

The Company will not be obligated to pay **cyber extortion expenses** or **cyber extortion monies** unless the Company has given **approval** for the payment of **cyber extortion monies** in response to a **cyber extortion threat**. The **Insured** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or equivalent foreign agency before surrendering any **cyber extortion monies** in response to a **cyber extortion threat**.

### 1.2.7. Insuring Agreement XII: Cyber Crime

#### A. Financial Fraud

Subject to the applicable **retention** and Limits of Liability, the Company will pay for **financial fraud loss** that **you** sustain because of **financial fraud**, but only if: 1) the **financial fraud** occurs on or after the **retroactive date**, 2) the **financial fraud** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), 3) the **financial fraud** is reported to the Company in writing in accordance with Section 11 of this Policy, and 4) **your** bank or credit card company has refused to reverse or prevent a payment transaction or to indemnify or reimburse **you** for the **financial fraud loss**, and **you** provide written confirmation to the Company of such refusal.

#### B. Telecommunications Fraud

Subject to the applicable **retention** and Limits of Liability, the Company will pay for **telecommunications fraud loss** that **you** sustain because of **telecommunications fraud**, but only if: 1) the **telecommunications fraud** occurs on or after the **retroactive date**, 2) the **telecommunications fraud** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), and 3) the **telecommunications fraud** is reported to the Company in writing in accordance with Section 11 of this Policy.

#### C. Phishing Fraud

Subject to the applicable **retention** and Limits of Liability, the Company will pay for:

1. **Your phishing fraud loss** that **you** sustain because of **phishing fraud**, but only if: 1) the **phishing fraud** occurs on or after the **retroactive date**, 2) the **phishing fraud** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), and 3) the **phishing fraud** is reported to the Company in writing in accordance with Section 11 of this Policy; and
2. **Client phishing fraud loss** that **you** sustain because of **client phishing fraud**, but only if: 1) the **client phishing fraud** occurs on or after the **retroactive date**, 2) the **client phishing fraud** directly results from a **hacking attack**; 3) the **client phishing fraud** is first discovered by an **executive** during the **policy period** (or during the **extended reporting period**, if applicable), and 4) the **client phishing fraud** is reported to the Company in writing in accordance with Section 11 of this Policy.

## MICHIGAN TOWNSHIP PARTICIPATING PLAN

### 1.2.8. **Insuring Agreement XIII: Reward Expenses**

Subject to the applicable **retention** and Limits of Liability, the Company will pay for the **reward expenses** that **you** incur with **approval**, but only if a written request for indemnification under this Insuring Agreement is made by an **executive** to the Company in accordance with Section 11 of this Policy.

### 1.2.9. **Insuring Agreement XIV: Court Attendance Costs**

Subject to the applicable Limits of Liability, the Company will reimburse an **Insured** for **court attendance costs** incurred by the **Insured** to attend mediation sessions, arbitration proceedings, hearings, depositions, and trials, but only if: 1) the **Insured's** attendance at such mediation sessions, arbitration proceedings, hearings, depositions, and trials is requested by the Company; 2) such attendance relates to the defense of a **claim** that is covered under Insuring Agreement I, II, III, IV, or V of this Policy; and 3) a written request for indemnification under this Insuring Agreement is made by or on behalf the **Insured** in accordance with Section 11 of this Policy. The Company's daily maximum Limit of Liability for **court attendance costs** is \$500.00, regardless of the number of **claims**, **Insureds**, or proceedings attended by an **Insured**, subject to the overall aggregate Limit of Liability for this Insuring Agreement, as set forth in Item 4.A. of the Declarations.

## **2. Defense, Settlement and Investigation of Claims**

### **2.1. Defense Provisions (Applicable to all Third Party Liability Insuring Agreements)**

- 2.1.1. The Company has the right and duty to defend an **Insured** against any **claim** covered under Insuring Agreement I, II, III, IV or V of this Policy, even if the allegations of the **claim** are groundless, false, or fraudulent. The Company has the right to appoint an attorney to defend any such **claim**.
- 2.1.2. The Limits of Liability available to pay **damages** (where applicable) will be reduced, and may be completely exhausted, by the Company's payment of **defense costs** or any other amounts covered under this Policy.
- 2.1.3. The Company will have no duty to pay any **damages**, **defense costs**, or other amounts covered under this Policy, or to undertake or continue the defense of any **claim**, after exhaustion of the applicable Limit of Liability or the Maximum Policy Aggregate Limit, whichever occurs first. Upon exhaustion of such Limit of Liability, the Company will have the right to withdraw from the further defense of a **claim** by tendering control of said defense to the **Insured**.

### **2.2. Consent to Settlement Provisions (Applicable to Insuring Agreements I-IV)**

- 2.2.1. The **Insureds** shall not pay any **damages** or **defense costs**, or settle or offer to settle any **claim**, assume any contractual obligation, admit liability, voluntarily make any payment, or confess or otherwise consent to any **damages** or judgments without **approval**. The Company will not be liable for any **damages**, **defense costs**, settlement, judgment, assumed obligation, admitted liability, voluntary payment, or confessed **damages** to which the Company has not given **approval**.
- 2.2.2. With respect to Insuring Agreements I, II, III and IV only, the Company will not settle any **claim** or pay any **damages**, **regulatory compensatory award**, **regulatory fines and penalties**, or **PCI DSS fines and assessments** (whichever applies) without the **Insured's** consent. If an **Insured** refuses to consent to any settlement or compromise recommended by the Company or its representatives that is acceptable to the claimant, and the **Insured** elects to contest the **claim** or continue any legal proceedings in connection with such **claim**, then Company's total liability for any **defense costs** and **damages**, **regulatory compensatory award**, **regulatory fines and penalties**, or **PCI DSS fines and assessments** (whichever applies) will not exceed the following, subject to the Limits of Liability:
  - a. The amount for which the **claim** could have been settled, less the remaining **retention**, plus **defense costs** incurred up to the date the **Insured** withheld consent to such settlement, plus
  - b. Seventy percent (70%) of any **defense costs** and **damages**, **regulatory compensatory award**, **regulatory fines and penalties**, or **PCI DSS fines and assessments** (whichever applies) incurred after the date the **Insured** withheld consent to such settlement or compromise. The remaining thirty percent (30%) of such **defense costs** and **damages**, **regulatory compensatory award**, **regulatory fines and penalties**, or **PCI DSS fines and assessments** (whichever applies) will be borne by the **Insured** at the **Insured's** own risk and will be uninsured under this Policy.

This clause will not apply to any settlement where the total incurred **defense costs** and **damages**, **regulatory compensatory award**, **regulatory fines and penalties**, or **PCI DSS fines and assessments** (whichever applies) do not exceed the applicable **retention**.

### **2.3. Choice of Counsel (Applicable to All Insuring Agreements)**

- 2.3.1. The Company will consider the **Insured's** preference for the appointment of counsel to defend any **claim** under Insuring Agreement I, II, III, IV or V, or for the appointment of counsel to advise and consult on the appropriate response and course of action with respect to any **claim** under any other Insuring Agreement of this Policy, but the final decision on selection of counsel rests with the Company. The **Insured** shall not formally appoint counsel without **approval**.

## MICHIGAN TOWNSHIP PARTICIPATING PLAN

- 2.3.2. The Company will have no obligation to pay **defense costs**, **initial breach consultation costs**, or any other legal expenses incurred by an **Insured** without **approval** or incurred before the notice of **claim** is received by the Company.

### **2.4 Investigation (Applicable to All Insuring Agreements)**

The Company has the right to make any investigation they deem necessary including, without limitation, any investigation with respect to the **application**, statements made in the **application**, or coverage.

## **3. Limits of Liability**

### **3.1. Limits Per Insuring Agreement**

The Limits Per Insuring Agreement set forth in Item 4.A. of the Declarations represent the most the Company will pay under each Insuring Agreement of this Policy for each **claim** and in the aggregate for all **claims** first made during the **policy period**, including **defense costs** where applicable, regardless of the number of **claims**, claimants or **Insureds**. If any Limit Per Insuring Agreement is exhausted, all of Company's obligations under that Insuring Agreement will be completely fulfilled and extinguished.

### **3.2. Maximum Policy Aggregate**

- 3.2.1. The Maximum Policy Aggregate Limit set forth in Item 4.B. of the Declarations is the most the Company will pay under this Policy for all **claims** first made during the **policy period**, including **defense costs**, regardless of the number of Insuring Agreements that apply, unless the Policy provides for an Additional **Defense Costs** Limit and/or Breach Event Costs Outside the Limit enhancement, as indicated on the Declarations, in which case the most the Company will pay under this Policy is the sum of the Maximum Policy Aggregate Limit, plus the Additional **Defense Costs** Limit (if purchased), plus the Limit of Liability for Insuring Agreement VI (if the Breach Event Costs Outside the Limit enhancement is purchased).

- 3.2.2. The Limit of Liability for the **extended reporting period**, if applicable, will be part of, and not in addition to, the Limits of Liability set forth in Item 4 of the Declarations. The existence of an **extended reporting period** will not increase or reinstate such Limits of Liability.

### **3.3. Additional Defense Costs Limit**

- 3.3.1. If this Policy provides an Additional **Defense Costs** Limit, as indicated in Item 4.C. of the Declarations, then such Limit will be the first Limit of Liability for **defense costs**. The Additional **Defense Costs** Limit will not reduce the Maximum Policy Aggregate Limit.

- 3.3.2. The Additional **Defense Costs** Limit will apply on an aggregate basis for all Third Party Liability Insuring Agreements combined, except Insuring Agreement V (TCPA Defense). The Limit of Liability indicated in Item 4.A. of the Declarations for Insuring Agreement V will be the exclusive Limit of Liability for **defense costs** payable under Insuring Agreement V (TCPA Defense).

- 3.3.3. If the Additional **Defense Costs** Limit is exhausted, we will continue to defend any **claim(s)** under Insuring Agreement I, II, III, or IV (whichever applies), but **defense costs** that exceed such Additional **Defense Costs** Limit will be paid as part of, and may completely exhaust, the Limit of Liability for Insuring Agreement I, II, III, or IV (whichever applies) and the Maximum Policy Aggregate Limit. Notwithstanding the foregoing, if the Maximum Policy Aggregate Limit is exhausted by payment of **damages** or any other amounts covered under this Policy, the Additional **Defense Costs** limit will also be considered exhausted, no further **defense costs** will be paid, and the Company's duty to defend any **claim(s)** under this Policy will end.

- 3.3.4. Only **defense costs** will be applied to the Additional **Defense Costs** Limit. **Damages** and any other amounts covered under this Policy, other than **defense costs**, will be paid as part of, and will reduce, the applicable Limit Per Insuring Agreement indicated in Item 4.A. of the Declarations.

### **3.4. Breach Event Costs Outside the Limit Enhancement**

- 3.4.1. If it is indicated in Item 4.D of the Declarations that the Limit of Liability for Insuring Agreement VI (Breach Event Costs), as shown in Item 4.A. of the Declarations, will be paid by the Company as separate from and in addition to the Maximum Policy Aggregate Limit, then any payments made under Insuring Agreement VI (Breach Event Costs) will not reduce or erode the Maximum Policy Aggregate Limit.

- 3.4.2. The Limit of Liability for Insuring Agreement VI (Breach Event Costs) will be the exclusive limit for **privacy breach response costs**, **notification expenses**, and **breach support and credit monitoring expenses** payable under this Policy, and the Company will have no further obligation to pay **privacy breach response costs**, **notification expenses**, and **breach support and credit monitoring expenses** after such Limit of Liability is exhausted.

### **3.5. Related Claims**

- 3.5.1. All **claims** which arise out of the same, related, or continuing **wrongful acts**, **first party insured events**, facts or circumstances will be treated as follows:

## MICHIGAN TOWNSHIP PARTICIPATING PLAN

- a. All such **claims** will be considered a single **claim**, regardless of the number of claimants or **Insureds**;
  - b. All such **claims** will be considered first made on the date the earliest of all such **claims** is first made and will be considered first reported to the Company on the date the earliest of all such **claims** is reported to the Company; and
  - c. All such **claims** will be subject to the Limits of Liability of the Policy in effect when the earliest of all such **claims** is first made.
- 3.5.2. If coverage for any **claim** exists under multiple Insuring Agreements of this Policy, the Company's total maximum Limit of Liability under this Policy for such **claim** will be the Maximum Policy Aggregate Limit, plus the Additional **Defense Costs** Limit (if such Limit is purchased and applies to the **claim**), plus the Limit of Liability for Insuring Agreement VI (if the Breach Events Costs Outside the Limit enhancement is purchased, and such limit applies to the **claim**). The Company will allocate payments under this Policy to that portion of the **claim** covered under each applicable Insuring Agreement; however, the Company will never pay more under any one applicable Insuring Agreement than the amount set forth in Item 4 of the Declarations as the Limit of Liability for that Insuring Agreement. The Company has the sole discretion to allocate amounts paid, if any, against the appropriate Limit of Liability.

### **3.6. Non-Stacking and Non-Aggregating Limits of Liability**

- 3.6.1. If a **claim** is covered under this Policy and any other policy of insurance issued to **you** by the Company, including coverage(s) added by endorsement, under no circumstance shall the Company be obligated to pay more for such **claim** than the highest applicable Limit of Liability under any one such policy.
- 3.6.2. No **Insured** shall have the right to stack or aggregate any Limit of Liability between this Policy and any other policy of insurance issued by the Company.

## **4. Retention and Waiting Period**

### **4.1. Retention Per Insuring Agreement**

- 4.1.1. The **retention** amount for each Insuring Agreement, as set forth in Item 5. of the Declarations, will apply separately to each **claim**. The **retention** must be satisfied by the **Insured's** actual payment of **damages, defense costs**, or any other amounts covered under this Policy.
- 4.1.2. If a **claim** attaches to more than one Insuring Agreement, only the highest **retention** will apply.
- 4.1.3. The **Insured's** payment of the applicable **retention** is a condition precedent to payment by the Company of any amounts covered under this Policy, and the Company will only be liable for the amount that exceeds the **retention**, up to the applicable Limit of Liability set forth in Item 4. of the Declarations.
- 4.1.4. The **Insured** must make direct payments within the **retention** to the appropriate parties designated by the Company.

### **4.2. Related Claims**

All **claims** which arise out of the same, related, or continuing **wrongful acts, first party insured events**, facts or circumstances will be considered a single **claim**, regardless of the number of **claims**, claimants, **Insureds**, or Insuring Agreements that apply. Only one **retention** will apply to such **claim**.

### **4.3. Waiting Period**

The **waiting period** for Insuring Agreement VIII, Insuring Agreement IX.B., and Insuring Agreement X.B., as set forth in Item 5. of the Declarations, will apply to covered amounts. The **waiting period** applies to each **period of restoration or period of indemnity**, whichever applies.

## **5. Territorial Limits**

This insurance applies to **claims** that are made, **first party insured events** that occur, and **wrongful acts** that are committed anywhere in the world.

## **6. Who is Insured**

- 6.1. The **Named Insured**;
- 6.2. Any **Subsidiary** of the **Named Insured**, but only with respect to **wrongful acts** or **first party insured events** that occur while a **Subsidiary** is under the **Named Insured's managerial control**;
- 6.3. Any past, present, or future **executive**, trustee, court-appointed receiver, or **employee** of the **Named Insured** or **Subsidiary**, but only while acting solely within the scope of his or her duties as such;
- 6.4. If the **Named Insured** or **Subsidiary** is a partnership, limited liability partnership, or limited liability company, then any general or

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managing partner, principal, stockholder, or owner thereof, but only while acting solely within the scope of his or her duties as such;

- 6.5. Any agent or independent contractor of the **Named Insured** or **Subsidiary**, but only while acting on behalf of, at the direction of, and under the supervision of the **Named Insured** or **Subsidiary**; and
- 6.6. Any person or legal entity the **Named Insured** is required by written contract to provide such coverage as is afforded by this Policy, but only for the acts of a party described in 6.1. through 6.5. above, and only if the written contract is executed prior to the date any **wrongful act** or **first party insured event** occurs.

### 7. Definitions

As used in this Policy:

**Acquiring bank** means a bank or financial institution that accepts credit or debit card payments (including stored value cards and pre-paid cards) for products or services on behalf of a merchant, including processing and crediting those payments to a merchant's account.

**Act of cyber terrorism** means the premeditated use of information technology to organize and execute attacks, or the threat thereof, against computers, **computer systems**, networks or the internet by any person or group, whether acting alone or on behalf of, or in connection with, any organization or government, which is committed for political, religious, or ideological purposes, with the intention to influence any government, put the public in fear, or cause destruction or harm to critical infrastructure or **data**.

**Act of terrorism** means the use of force or violence, or the threat thereof, by any person or group, whether acting alone, or on behalf of or with, any organization or government, for political, religious, ideological or similar objectives, including the intention of influencing any government, or putting the public, or any section of the public, in fear. **Act of terrorism** does not include an **act of cyber terrorism**.

**Adverse media report** means a report or communication of an actual or potential **security breach** or **privacy breach** which has been publicized through any media channel, including, but not limited to, television, **print media**, radio or electronic networks, the internet, or electronic mail, and threatens material damage to **your reputation** or **your brand**.

**Application** means all applications and supplemental applications, including any attachments thereto, and all other information and materials submitted to the Company or its representative(s) by, or on behalf of, the **Named Insured** relating to the underwriting and issuance of this Policy or a policy for which this Policy is a direct renewal or replacement. All such applications, attachments, information, and materials are considered attached to and incorporated into this Policy.

**Approval** means advance written agreement or consent given by the Company, which will not be unreasonably withheld.

**Assumed under contract** means liability for **damages** resulting from a **multimedia wrongful act**, **security breach**, or **privacy breach**, where such liability has been assumed by an **Insured** in the form of a written hold harmless or indemnity agreement, but only if such agreement was executed before the **multimedia wrongful act**, **security breach** or **privacy breach** occurred.

**Bodily injury** means physical injury, sickness, disease, or death sustained by any person and, where resulting from such physical injury only, mental anguish, mental injury, shock, humiliation, or emotional distress.

**BPO service provider** means any **third party** that provides business process outsourcing services for **your** benefit under a written contract with **you**, including, but not limited to, call center services, fulfillment services, and logistical support.

**Brand loss** means **your** net profit, as could have reasonably been projected immediately prior to **notification**, or in the event of an **adverse media report**, immediately prior to the publication of an **adverse media report**, but which has been lost during the **period of indemnity** as a direct result of such **adverse media report** or **notification**. **Brand loss** will be determined in accordance with the provisions of Section 12.1. of this Policy.

**Breach support and credit monitoring expenses** means reasonable and necessary expenses **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to provide support activity to parties affected by a **privacy breach**. **Breach support and credit monitoring expenses** includes the cost to set up a call center and to provide a maximum of twenty-four (24) months of credit monitoring services, identity theft assistance services, or credit or identity repair and restoration services. **Breach support and credit monitoring expenses** must be incurred with **approval**.

**Card association** means Visa International, MasterCard, Discover, JCB, American Express, and any similar credit or debit card association that is a participating organization of the Payment Card Industry Security Standards Council.

**Claim** means:

1. With respect to Insuring Agreement I and II only:
  - a. A written demand made against an **Insured** for **damages** or non-monetary relief;
  - b. A written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **claim** against an **Insured**;  
or
  - c. The service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **damages**, a temporary restraining order, or a preliminary or permanent injunction.  
A **claim** under Insuring Agreement I or Insuring Agreement II does not include a **privacy regulatory proceeding**, **PCI DSS**

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**demand or TCPA claim.**

2. With respect to Insuring Agreement III only, a **privacy regulatory proceeding**. A **claim** under Insuring Agreement III does not include a **PCI DSS demand or TCPA claim**.
3. With respect to Insuring Agreement IV only, a **PCI DSS demand**.
4. With respect to Insuring Agreement V only, a **TCPA claim**.
5. With respect to Insuring Agreement VI only, written notice from an **executive** to the Company of an **adverse media report, security breach or privacy breach**.
6. With respect to Insuring Agreement VII only, written request by an **executive** to the Company for indemnification of **post breach remediation costs**.
7. With respect to Insuring Agreement VIII only, written notice from an **executive** to the Company of an **adverse media report or notification** that has resulted or may result in **brand loss**.
8. With respect to Insuring Agreement IX only, written notice from an **executive** to the Company of a **system failure**.
9. With respect to Insuring Agreement X only, written notice from an **executive** to the Company of a **dependent system failure**.
10. With respect to Insuring Agreement XI only, written notice from an **executive** to the Company of a **cyber extortion threat**.
11. With respect to Insuring Agreement XII only, written notice from an **executive** to the Company of **financial fraud, telecommunications fraud, phishing fraud, or client phishing fraud**.
12. With respect to Insuring Agreement XIII only, written request by an **executive** to the Company for indemnification of **reward expenses**.
13. With respect to Insuring Agreement XIV only, written request by an **executive** to the Company for indemnification of **court attendance costs** incurred by an **Insured** in a **claim** covered under Insuring Agreement I, II, III, IV, or V of this Policy.

**Client account** means a bank account held or maintained by **your** client or **your** customer, from which **you**, as an authorized user, may deposit, withdraw, transfer or disburse **money**.

**Client phishing fraud** means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce **your** client, **your** customer or **your** vendor to transfer, pay or deliver **money, securities or other property** to an unintended party by impersonating an **insured**.

**Client phishing fraud loss** means:

1. **Your** loss of **money, securities or other property** which **your** client, **your** customer or **your** vendor intended to transfer, pay or deliver to **you**, but which was transferred, paid or delivered to an unintended party due to **client phishing fraud**; and
2. The cost of reimbursing **your** client, **your** customer or **your** vendor for their direct loss of **money, securities or other property** due to **client phishing fraud**, provided such reimbursement is made by **you** with **approval**.

**Computer system** means an interconnected electronic, wireless, web, or similar system (including all computer hardware and software) used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent they hold **data**), and electronic backup equipment.

**Court attendance costs** means the actual loss of earnings and reasonable costs and expenses incurred by an **Insured** after a total of three (3) days of required attendance at mediation sessions, arbitration proceedings, hearings, depositions, and trials relating to the defense of a **claim** that is covered under Insuring Agreement I, II, III, IV, or V of this Policy.

**Cyber extortion expenses** means reasonable and necessary costs and expenses, other than **cyber extortion monies**, that **you** incur with **approval** as a direct result of a **cyber extortion threat**, including the cost to retain or hire a **third party** specializing in IT security to determine the validity and severity of a **cyber extortion threat**.

**Cyber extortion monies** means **money**, bitcoin or digital currency of any kind, or **other property** that **you** pay with **approval** to any person(s) or entity(ies) reasonably believed to be responsible for a **cyber extortion threat**, in order to prevent or terminate such **cyber extortion threat**.

**Cyber extortion threat** means a credible threat or series of related credible threats, including a demand for **cyber extortion monies**, which is directed at **you** to 1) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose, or misuse **private information** taken from an **Insured** through unauthorized access to, or unauthorized use of, an **insured computer system**; 2) infect an **insured computer system** with malicious code or ransomware; 3) corrupt, damage or destroy an **insured computer system**; 4) restrict or hinder access to an **insured computer system**, including the threat of a **denial of service attack**; 5) perpetrate or carry out a **phishing attack**; 6) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose, or misuse **your** confidential or proprietary information, or the **personally identifiable information** of an **insured**; or 7) damage **your reputation** or **your** brand by posting false or misleading comments about **you** or **your** organization on social media websites or platforms. A series of continuing **cyber extortion threats**, related or repeated **cyber extortion threats**, or multiple **cyber extortion threats** resulting from the same attack, event or incident will be considered a single **cyber extortion threat** and will be considered to have occurred at the time the first of such **cyber extortion threats** occurred.

**Damages** means a monetary judgment, award, or settlement; awarded attorneys' fees and costs; prejudgment and post-judgment interest awarded against an **Insured** on that part of any judgment paid or to be paid by the Company; and liquidated, punitive, exemplary or multiplied **damages** to the extent insurable under the law pursuant to which this Policy is construed. **Damages** does not include: 1) any **Insured's** future profits or royalties, restitution, or disgorgement of any **Insured's** profits; 2) the costs to comply with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief; 3) loss of any **Insured's** fees or profits, the return or offset of any **Insured's** fees or charges, or any **Insured's** commissions or royalties provided or contracted to be



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provided; 4) taxes, fines, penalties, or sanctions; 5) contractual liquidated **damages** that exceed the amount for which the **Insured** would have been liable in the absence of the liquidated **damages** agreement; 6) any amount which an **Insured** is not financially or legally obligated to pay; 7) disgorgement of any remuneration or financial advantage to which an **Insured** was not legally entitled; 8) settlements negotiated without **approval**; 9) monetary judgments, awards, settlements or any other amounts which are uninsurable under the law pursuant to which this Policy is construed or any legal fees and costs awarded pursuant to such judgments, awards or settlements; or 10) **PCI DSS fines and assessments**.

**Data** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information that is subject to back-up procedures, irrespective of the way it is used and rendered.

**Defense costs** means reasonable and necessary fees incurred with **approval** and charged by an attorney(s) designated by the Company to defend against a **claim**; and all other reasonable and necessary fees, costs, and expenses resulting from the defense and appeal of a **claim**, if incurred by the Company or by an **Insured** with **approval**. **Defense costs** does not include any wages or salaries of an **Insured**, or fees, overhead or other charges incurred by, or paid to, any **Insured** for any time spent in cooperating in the investigation or defense of a **claim** or a potential **claim**.

**Denial of service attack** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a **computer system** by sending an excessive volume of **data** to such **computer system** to prevent access to such **computer system**.

**Dependent business interruption loss** means **income loss** and **extra expenses** that **you** incur during the **period of indemnity** as a direct result of a **dependent system failure**.

**Dependent system failure** means an unplanned outage, interruption, failure, suspension, or degradation of service of a **service provider computer system** caused directly by: 1) unauthorized access to, or unauthorized use of, a **service provider computer system**, including any such unauthorized access or unauthorized use resulting from the theft of a password; 2) a **denial of service attack** against a **service provider computer system**; 3) infection of a **service provider computer system** by malicious code; 4) an **act of cyber terrorism**; 5) accidental damage to, or destruction of, electronic media or computer hardware; or 6) administrative or operational mistakes by an **outsourced IT service provider** in the ongoing operation or maintenance of its **service provider computer system**.

**Digital assets** means:

1. With respect to Insuring Agreement IX.A. only, **data** and computer programs that exist in an **insured computer system**;
2. With respect to Insuring Agreement X.A. only, **data** owned by or entrusted to **you** that is being held, stored, maintained, transferred or processed by an **outsourced IT service provider** on **your** behalf.

**Digital assets** does not include computer hardware.

**Digital assets loss** means reasonable and necessary expenses and costs **you** incur to replace, recreate or restore **digital assets** to the same state and with the same contents immediately before the **digital assets** were damaged, destroyed, altered, misused, or stolen, including expenses for materials and machine time. **Digital assets loss** also includes amounts representing **employee** work time to replace, recreate or restore **digital assets**, which will be determined on a predefined billable hour or per-hour basis as based upon **your** schedule of **employee** billable hours. **Digital assets loss** will be determined in accordance with Section 12.2 of this Policy.

**Employee** means any individual whose labor or service is engaged by and directed by **you**, including volunteers, interns, and part-time, seasonal, temporary or leased workers. **Employee** does not include any **executive** or independent contractor.

**Escrow account** means a bank account held or maintained by **you** on behalf of **your** client or **your** customer.

**Executive** means any director or officer of the **Named Insured** or **Subsidiary**, including any chief executive officer, chief financial officer, chief operations officer, chief technology officer, chief information officer, chief privacy officer, general counsel or other in-house lawyer, and risk manager thereof (or any person in a functionally equivalent position as those referenced above).

**Extended reporting period** means the period after the end of the **policy period** for reporting **claims**, as provided in Section 10 or Section 22 of this Policy, and specifically excludes the **policy period**.

**Extra expenses** means reasonable and necessary expenses that **you** incur during the **period of indemnity** to minimize, reduce, or avoid the suspension of **your** business operations as a result of a **dependent system failure**, which **you** would not have incurred had no **dependent system failure** occurred. The amount of **extra expenses** recoverable will not exceed the amount by which the covered **income loss** is reduced by such incurred expenses.

**Financial account** means:

1. **Your account**;
2. Any **client account**; and
3. Any **escrow account**.

**Financial fraud** means:

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1. An intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit, transfer, withdraw or disburse **money** or **securities** from a **financial account**, which instruction purports to have been transmitted by **you**, an **executive** or an **employee**, but was in fact fraudulently transmitted by a **third party** without **your** knowledge or consent; or
2. The theft of **money** or **securities** from a **financial account**, or **your** corporate credit cards, as a result of a **hacking attack**.

**Financial fraud loss** means:

1. The loss of **your money** or **securities** resulting from **financial fraud**; and
2. The loss of **money** or **securities** that **you** sustain to reimburse **your** client or **your** customer for the theft of their **money** or **securities** as a direct result of **financial fraud**, provided such reimbursement is made with **approval**.

**Financial fraud loss** does not include any amounts reimbursed to **you** by any financial institution.

**First party insured event** means:

1. With respect to Insuring Agreement VI and VIII, an **adverse media report**, **security breach** or **privacy breach**;
2. With respect to Insuring Agreement VII, a **security breach** or **privacy breach**;
3. With respect to Insuring Agreement IX, a **system failure**;
4. With respect to Insuring Agreement X, a **dependent system failure**;
5. With respect to Insuring Agreement XI, a **cyber extortion threat**;
6. With respect to Insuring Agreement XII, **financial fraud**, **telecommunications fraud**, **phishing fraud** or **client phishing fraud**;
7. With respect to Insuring Agreement XIII, a **security breach**, **privacy breach**, **phishing attack**, **system failure**, **cyber extortion threat**, **financial fraud**, **telecommunications fraud**, **phishing fraud** or **client phishing fraud**; or
8. With respect to Insuring Agreement XIV, **court attendance costs** incurred by an **Insured**.

**First party insured event** only pertains to loss sustained by **you** and does not include any **claim** made against an **Insured**.

**Hacking attack** means any of the following directed at or enacted upon an **insured computer system**: 1) unauthorized access to, or unauthorized use of, an **insured computer system**, including any such unauthorized access or unauthorized use resulting from the theft of a password from an **insured computer system** or from an **Insured**; 2) a **denial of service attack** against an **insured computer system**; 3) infection of an **insured computer system** by malicious code, or the transmission of malicious code from an **insured computer system**; or 4) an **act of cyber terrorism**.

**Income loss** means:

1. With respect to Insuring Agreement IX only, the net profit loss **you** sustain during the **period of restoration** as a direct result of a **system failure**; and
2. With respect to Insuring Agreement X only, the net profit loss **you** sustain during the **period of indemnity** as a direct result of a **dependent system failure**.

**Income loss** will be determined in accordance with the provisions of Section 12.3. of this Policy.

**Informant** means any person who provides information regarding an illegal act committed by another person which causes a **first party insured event**, solely in return for **money** that **you** pay or promise to pay. **Informant** does not include: 1) any person who commits an illegal act which causes a **first party insured event**, whether acting alone or in collusion with others; 2) any **Insured**; 3) any **Insured's** auditors, whether internal or external; 4) any person or firm hired or retained to investigate a **first party insured event**; or 5) any person responsible for the supervision or management of a party described in 1 through 4 above.

**Initial breach consultation costs** means reasonable and necessary legal fees that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to retain qualified legal counsel to provide **you** with initial advice regarding the appropriate response to an actual or suspected **privacy breach** or **security breach**. **Initial breach consultation costs** will not be subject to a **retention** if **you** retain counsel pre-approved by the Company.

**Insured** means any of the individuals or entities specified as such in Section 6 of this Policy.

**Insured computer system** means a **computer system** that is owned and operated by **you**, or that is leased to **you** and operated by **you**, and any **insured telecommunications system**. With respect to Insuring Agreement II only, **insured computer system** also includes a **computer system** operated by a **BPO service provider** or an **outsourced IT service provider**, which is used to provide services to **you**, or for processing, maintaining, hosting, or storing **data** for **you**, pursuant to a written contract with **you** to provide such services. With respect to Insuring Agreements II, III, IV, VI, and XI only, **insured computer system** also includes a system operated by an organization providing computing resources to **you** that are delivered as a service over a network or the internet (commonly known as "cloud computing"), including Software as a Service, Platform as a Service and Infrastructure as a Service.

**Insured telecommunications system** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **you** and under **your** direct operational control.

**Interruption expenses** means reasonable and necessary expenses, excluding **special expenses**, incurred by **you** to avoid or minimize the suspension of **your** business as a result of a **system failure**, which **you** would not have incurred had no **system failure** occurred.

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**Interruption expenses** include, but are not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, use of **third party** services, or additional staff expenditures or labor costs. The amount of **interruption expenses** recoverable will not exceed the amount by which the covered **income loss** is reduced by such incurred expenses.

**Kinetic military action** means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether declared or not), civil war or mutiny, civil commotion assuming the proportions of, or amounting to, a riot, popular uprising, military uprising, insurrection, rebellion, revolution, or usurped power.

**Managerial control** means:

1. Owning interests representing more than 50% of the voting, appointment or designation power for the selection of:
  - a) a majority of the board of directors or trustees, if the entity is a corporation;
  - b) the management committee members, if the entity is a joint venture; or
  - c) the members of the management board, if the entity is a limited liability company.
2. Having the right, pursuant to a written contract, or the by-laws, charter, operating agreement or similar organizational documents, to elect, appoint or designate:
  - a) a majority of the board of directors or trustees, if the entity is a corporation;
  - b) the management committee members, if the entity is a joint venture; or
  - c) the members of the management board, if the entity is a limited liability company.
3. Possessing at least 50% ownership interest of a joint venture entity and solely controlling the management and operations of such joint venture entity, pursuant to a written joint venture agreement;
4. Being the exclusive sponsor, if the entity is a charitable trust or foundation; or
5. Being the only general partner of an entity.

**Media material** means communicative material of any kind or nature for which **you** are responsible, including, but not limited to, words, pictures, sounds, images, graphics, code and **data**, regardless of the method or medium of communication of such material or the purpose for which the communication is intended. **Media material** does not include any tangible goods or products that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold, handled or distributed by **you** or by others trading under **your** name.

**Merchant services agreement** means an agreement between **you** and an **acquiring bank, card association, brand, network, credit or debit card processor, independent sales organization, gateway, or membership service**, which enables **you** to accept payment by credit card, debit card or prepaid card.

**Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and **money** orders held for sale to the public.

**Multimedia wrongful act** means any of the following, whether actual or alleged, but only if directly resulting from the dissemination of **media material** by an **Insured**: 1) any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement or trade libel, and infliction of emotional distress, mental anguish, outrage or outrageous conduct, if directly resulting from any of the foregoing; 2) invasion, infringement or interference with an individual's right of privacy or publicity, including the torts of false light, intrusion upon seclusion, commercial misappropriation of name, person, or likeness, and public disclosure of private facts; 3) plagiarism, piracy or misappropriation of ideas under an implied contract; 4) infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name; 5) domain name infringement or improper deep-linking or framing; 6) negligence in **media material**, including a **claim** alleging harm to any person or entity that acted or failed to act in reliance upon such **media material**; 7) false arrest, detention or imprisonment; 8) trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or 9) unfair competition, but only when arising out of a peril described in 1. through 8. above.

**Named Insured** means any of the individual(s) or entity(ies) specified as such in Item 2 of the Declarations.

**Notification** means **your** written notice to parties affected by a **security breach** or **privacy breach**, whether such written notice is made by **you** voluntarily or to comply with **privacy regulations**.

**Notification expenses** means reasonable and necessary expenses that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to provide **notification** of a **security breach** or **privacy breach**, including printing costs, mailing and postage expenses, and the costs to engage a **third party** to mail **notification** letters and prepare substitute or website notices.

**Other property** means any tangible property, other than **money** or **securities**, which has intrinsic value.

**Outsourced IT service provider** means a **third party** that provides information technology services to **you**, including but not limited to, hosting, security management, co-location, and **data** storage, under a written contract with **you** to provide such services. **Outsourced IT service provider** does not include any payment processor; security software provider; internet service provider; Domain Name System (DNS) hosting service or domain name registrar; or any subcontractor or sub-consultant with whom **you** do not have a direct contract for information technology services.

**PCI Data Security Standard** (known as "PCI DSS") means the Payment Card Industry Security Standards Council Data Security Standard in effect now, or as hereafter amended, which all merchants and processors must follow when storing, processing and transmitting cardholder **data**.

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**PCI DSS demand** means a written demand for **PCI DSS fines and assessments** received by an **Insured** directly or indirectly from or through an **acquiring bank, card association**, or payment card processor due to the **Insured's** non-compliance with the **PCI Data Security Standard**, or a request for information received by an **Insured** from an **acquiring bank, card association**, or payment card processor regarding a suspected **security breach** or **privacy breach**.

**PCI DSS fines and assessments** means monetary fines, penalties or assessments (including fraud recoveries, card reissuance costs, operational expenses, or compliance case costs) owed by an **Insured** under the terms of a **merchant services agreement**, but only where such monetary fines, penalties or assessments result from a **security breach** or **privacy breach**.

**Period of indemnity** means:

1. With respect to Insuring Agreement VIII, the period beginning on the earlier of the date of **notification** or the first **adverse media report**, and ending on the earlier of:
  - a. The date that gross revenues are restored to the level they had been prior to **notification** or the first **adverse media report**, whichever applies, or
  - b. The last day of the period set forth in Item 5 of the Declarations as the **period of indemnity** for Insuring Agreement VIII.
2. With respect to Insuring Agreement X, the period beginning on the date when an **executive** first discovers the **dependent system failure**, and ending on the earlier of:
  - a. The date that gross revenues are restored to the level they had been prior to the **dependent system failure**, or
  - b. The last day of the period set forth in Item 5 of the Declarations as the **period of indemnity** for Insuring Agreement X.

**Period of restoration** means the period beginning on the date when the **system failure** began, and ending on the earlier of: 1) the date when an **insured computer system** is restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **system failure**, plus a maximum of thirty (30) additional consecutive days after the restoration of an **insured computer system** to allow for restoration of **your** business; or 2) the last day of the period set forth in Item 5 of the Declarations as the **period of restoration** for Insuring Agreement IX.

**Personally identifiable information** means information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in **privacy regulations**.

**Phishing attack** means the use by a **third party** of fraudulent and intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **you, your brand, your products, or your services** to solicit **private information** from an **executive** or **employee**.

**Phishing fraud** means the malicious use of intentionally misleading telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to fraudulently induce an **insured** to:

1. Transfer or deliver **other property** to an unintended party by impersonating another **insured** or **your** client, **your** customer or **your** vendor; or
2. Transfer or disburse **money** or **securities** from a **financial account** to an unintended party by impersonating another **insured** or **your** client, **your** customer or **your** vendor.

**Policy period** means the period from the effective date to the expiration date of this Policy, as set forth in Item 3 of the Declarations, or any earlier termination or cancellation date.

**Post breach remediation costs** means reasonable and necessary costs that **you** incur after a **security breach** or **privacy breach**, for which the Company has accepted coverage under Insuring Agreement VI of this Policy, to mitigate the potential of a future **security breach** or **privacy breach**, including, but not limited to, costs to complete an information security risk assessment, conduct an information security gap analysis, develop an information security document set, deliver an information security awareness training session to **employees** and **executives**, and hire a company specializing in **data** or **computer system** security to determine how to protect **data** or an **insured computer system** from a future **security breach** or **privacy breach**.

**Print media** means newspapers, newsletters, magazines, books and literary works in any form, brochures or other types of publications, and advertising materials including packaging, photographs, and digital images.

**Privacy breach** means any of the following:

1. The unauthorized collection, disclosure, use, access, destruction or modification of **private information**;
2. The inability to access, or failure to provide, **private information**;
3. The theft or loss of **private information**, including the theft or loss of **private information** stored on an unsecured **data** storage device or mobile or handheld device, including any smartphone, tablet, and laptop which is owned by **you** and operated by an **Insured**, or

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- owned and operated by an **employee** or **executive** who has agreed in writing to **your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy);
4. The surrender of **private information** in a **phishing attack**;
  5. Failure to implement, maintain, or comply with privacy policies and procedures stating **your** obligations relating to **private information**, including but not limited to **your privacy policy**;
  6. Failure to develop or administer an identity theft prevention program;
  7. Failure to implement specific security practices with respect to **private information** required by any statute, rule, regulation, or other law;
  8. An infringement or violation of any rights to privacy;
  9. Breach of a person's right of publicity, false light, or intrusion upon a person's seclusion;
  10. Failure to comply with **privacy regulations** pertaining to an **Insured's** responsibilities with respect to **private information**, but only with respect to an act listed in paragraphs 1 through 8 above; or
  11. Failure to comply with **privacy regulations** prohibiting unfair or deceptive trade practices or consumer fraud pertaining to an **Insured's** responsibilities with respect to **private information**, but only with respect to an act listed in paragraphs 1 through 8 above.

A series of continuing **privacy breaches**, related or repeated **privacy breaches**, or multiple **privacy breaches** resulting from the same event or incident will be considered a single **privacy breach** and will be considered to have occurred at the time the first of such **privacy breaches** occurred.

**Privacy breach response costs** means:

1. **Initial breach consultation costs**;
2. Reasonable and necessary **public relations expenses** that **you** incur with **approval** prior to or following the publication of an **adverse media report** to avert or mitigate any material damage to **your reputation** or **your brand**, which results or reasonably could result from the **adverse media report**;
3. Reasonable and necessary legal fees that **you** incur on **your** own behalf or on behalf of a party for whom **you** are **vicariously liable** to:
  - a. Determine the scope, cause, and extent of an actual or suspected **privacy breach** or **security breach**;
  - b. Determine the applicability of, and **your** obligations to comply with, **privacy regulations** due to an actual or suspected **privacy breach**; and
  - c. Draft a **notification** letter to be sent to parties affected by a **privacy breach**.
4. Reasonable and necessary fees and costs that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to retain a qualified IT forensics firm or computer security expert to investigate and identify the source and scope of a **security breach** or **privacy breach**; and
5. Overtime salaries of non-exempt **employees** assigned to handle inquiries from parties affected by a **privacy breach**.

**Privacy regulations** means federal, state, local or foreign statutes, rules, regulations and other laws in effect now, or as hereafter amended, associated with the confidentiality, access, control, use, or protection of **private information**, including, but not limited to:

1. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191), known as HIPAA, and related or similar state medical privacy laws;
2. The Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder;
3. State and Federal statutes and regulations regarding the security and privacy of consumer information;
4. Governmental privacy protection regulations or laws associated with the control and use of personal information, including but not limited to requirements to post a privacy policy, adopt specific privacy controls, or inform customers of an actual or suspected **privacy breach**;
5. Privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;
6. The Children's Online Privacy Protection Act or similar laws;
7. The EU General Data Protection Regulation or other similar privacy and security statutes, rules, regulations or other laws worldwide; and
8. The Health Information Technology for Economic and Clinical Health Act (HITECH ACT), enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), and its implementing regulations, including related or similar state medical privacy laws.

**Privacy regulatory proceeding** means a civil administrative proceeding, regulatory action, request for information, or investigation instituted against an **Insured** by a federal, state, local or foreign governmental body because of a **security breach** or **privacy breach**.

**Private information** means 1) proprietary or confidential information owned by a **third party** that is in the care, custody or control of an **Insured**, or is used by an **Insured** with the consent of such **third party**; 2) **personally identifiable information**; and 3) any information that is linked or linkable to a specific individual and that is subject to any **privacy regulations**.

**Programming error** means an error which occurs during the development or encoding of a computer program, software or application and which would, when in operation, result in a malfunction or incorrect operation of a **computer system**.

**Property damage** means physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof. **Data** is not considered tangible property.

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**Public relations expenses** means expenses **you** incur to retain or hire a **third party** public relations consultant or public relations firm to protect or restore **your reputation**, which is damaged or reasonably could be damaged by an **adverse media report**.

**Regulatory compensatory award** means a sum of **money** which an **Insured** is legally obligated to pay as a regulatory agency's award or fund for parties affected by a **privacy breach**, due to an adverse judgment or settlement arising out of a **privacy regulatory proceeding**. **Regulatory compensatory award** includes consumer redress funds, but does not include any criminal fines or penalties of any nature whatsoever.

**Regulatory fines and penalties** means civil fines or penalties imposed by a federal, state, local, or foreign governmental agency or regulatory body against an **Insured** as a result of a **privacy regulatory proceeding**. **Regulatory fines and penalties** does not include: 1) any criminal fines or penalties of any nature whatsoever; or 2) **PCI DSS fines and assessments**.

**Retention** means the amount specified as such in Item 5 of the Declarations.

**Retroactive date** means the date specified as such in Item 6 of the Declarations on or after which **wrongful acts** or **first party insured events** (if applicable) must have taken place to be considered for coverage under this Policy.

**Reward expenses** means the reasonable amount that **you** pay with **approval** to an **informant** for information not otherwise available which leads to the arrest and conviction of any person who commits an illegal act that causes a **first party insured event**.

**Securities** means negotiable or non-negotiable instruments or contracts representing **money** or **other property**, but does not include **money**.

**Security and privacy wrongful act** means any of the following, whether actual or alleged, but only if committed by an **Insured**:

1. The failure to prevent or hinder a **security breach**, which in turn results in:
  - a. The alteration, copying, corruption, destruction, deletion, or damage to **data** stored on an **insured computer system**;
  - b. Theft, loss or unauthorized disclosure of electronic or non-electronic **private information** that is in **your** care, custody or control;
  - c. Theft, loss or unauthorized disclosure of electronic or non-electronic **private information** that is in the care, custody or control of a **BPO service provider** or **outsourced IT service provider** that is holding, processing or transferring such **private information** on **your** behalf; provided, however, that the theft, loss or unauthorized disclosure occurs while **your** written contract with such **BPO service provider** or **outsourced IT service provider** is still in effect;
  - d. Unauthorized access to, or unauthorized use of, a **computer system** other than an **insured computer system**;
  - e. The inability of an authorized **third party** to gain access to **your** services;
2. The failure to timely disclose a **security breach** or **privacy breach** affecting **private information**;
3. The failure to dispose of **private information** within the required period in violation of **privacy regulations**;
4. The failure to prevent the transmission of malicious code or computer virus from an **insured computer system** to the **computer system** of a **third party**;
5. A **privacy breach**;
6. The failure to prevent a **privacy breach**;
7. The failure to prevent or hinder participation by an **insured computer system** in a **denial of service attack** directed against the internet site or **computer system** of a **third party**;
8. The failure to prevent the theft or loss of **personally identifiable information** of **employees**; or
9. Infliction of emotional distress or mental anguish, but only if directly resulting from a peril described in paragraphs 1. through 8. above.

**Security breach** means any of the following, whether a specifically targeted attack or a generally distributed attack: (1) a **hacking attack**; or (2) the physical theft or loss of an unsecured **data** storage device containing **private information**; or (3) the theft or loss of an unsecured mobile or handheld device containing **private information**, including any smartphone, tablet, and laptop owned by **you** and operated by an **insured**, or owned and operated by an **employee** or **executive** who has agreed in writing to **your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy). A series of continuing **security breaches**, related or repeated **security breaches**, or multiple **security breaches** resulting from a continuing attack, event, incident or failure of computer security will be considered a single **security breach** and will be considered to have occurred at the time the first of such **security breaches** occurred.

**Service provider computer system** means a **computer system** that is owned or leased by, and under the direct operational control of, an **outsourced IT service provider**.

**Special expenses** means reasonable and necessary costs and expenses **you** incur to 1) prevent, preserve, minimize, or mitigate any further damage to **digital assets**, including the reasonable and necessary fees and expenses of specialists, outside consultants or forensic experts; 2) preserve critical evidence of any criminal or malicious wrongdoing; 3) purchase replacement licenses for computer programs because the copy protection system or access control software was damaged or destroyed by a **system failure**; or 4) notify affected parties of a **system failure**.

**Subsidiary** means any entity in which the **Named Insured**, either directly or indirectly, through one or more of its **Subsidiaries**:

1. Had **managerial control** before the effective date of this Policy and was insured under a policy issued by the Company of which this Policy is a direct and continuous renewal;
2. Had **managerial control** as of the effective date of this Policy; or
3. Acquires **managerial control** after the effective date of this Policy, subject to the limitations of Section 21.1. of this Policy.

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**System failure** means an unplanned outage, interruption, failure, suspension, or degradation of service of an **insured computer system**, including, but not limited to, any such outage, interruption, failure, suspension, or degradation of service caused directly by a **hacking attack**. **System failure** does not include any **dependent system failure**.

**Takeover** means:

1. Any person, entity or affiliated group of persons or entities obtains more than 50% of the **Named Insured's** equity or assets;
2. Any person, entity or affiliated group of persons or entities obtains the right to elect or appoint more than 50% of the **Named Insured's** trustees, **executives** or member managers, as applicable;
3. The acquisition of the **Named Insured** by another entity, whereby the entity obtains **managerial control** of the **Named Insured**;
4. The **Named Insured** is dissolved or sold or acquired by, merged into, or consolidated with, another entity, such that the **Named Insured** is not the surviving entity; or
5. The **Named Insured** ceases to do business for any reason.

**TCPA claim** means:

1. A written demand made against an **Insured** for **money** or non-monetary relief alleging a **TCPA violation**;
2. The service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** alleging a **TCPA violation** and seeking **money**, a temporary restraining order, or a preliminary or permanent injunction; or
3. A written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **TCPA claim** against an **Insured**.

**TCPA violation** means any of the following, whether actual or alleged, but only if committed by an **Insured**:

1. Any unsolicited telephone calls, emails, faxes, or other communications to **your** actual or prospective customers or other **third parties**;
2. A violation of the Telephone Consumer Protection Act (47 U.S.C. §227), as amended, or any regulations promulgated thereunder;
3. A violation of the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), as amended, or any regulations promulgated thereunder;
4. A violation of the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), as amended, or any regulations promulgated thereunder; or
5. A violation of any similar federal, state, local or foreign law, whether statutory, regulatory or common law, including any anti-spam law or other law that addresses, prohibits or limits the use of telephonic or electronic communications for solicitation purposes.

**Telecommunications fraud** means the intentional, unauthorized and fraudulent gaining of access to outgoing telephone service through infiltration and manipulation of an **insured telecommunications system**.

**Telecommunications fraud loss** means the charges **you** incur for unauthorized calls directly resulting from **telecommunications fraud**.

**Third party** means any entity, company, organization or person who does not qualify as an **Insured** under Section 6 (Who is Insured) of this Policy.

**Unauthorized trading** means trading, which at the time of the trade, exceeds permitted financial limits or is outside of permitted product lines.

**Vicariously liable** means **your** legal responsibility for the liability of others, including legal responsibility **you** assume in a contract. The existence of vicarious liability will not create or confer any rights or duties under this Policy to any **third party**, other than as provided in this definition.

**Waiting Period** means the amount of time, as set forth in Item 5. of the Declarations, that must elapse before any loss or expenses may be payable under Insuring Agreement VIII, Insuring Agreement IX.B, or Insuring Agreement X.B. The **waiting period** applies to each **period of restoration** and **period of indemnity**.

**Wrongful act** means:

1. With respect to Insuring Agreement I, a **multimedia wrongful act**;
2. With respect to Insuring Agreement II, a **security and privacy wrongful act**;
3. With respect to Insuring Agreement III and IV, a **security breach** or **privacy breach**;
4. With respect to Insuring Agreement V, a **TCPA violation**.

**You** and **Your** means the **Named Insured** and any **Subsidiary**.

**Your account** means a business account maintained by **you** at a financial institution from which **you**, or any **insured** authorized by **you**, may request the transfer, payment or delivery of **money** or **securities**.

**Your phishing fraud loss** means:

1. The loss of **money**, **securities** or **other property** that **you** sustain due to **phishing fraud**;
2. The loss of **money** or **securities** that **you** sustain to reimburse **your** client or **your** customer for the loss of their **money** or **securities** as a direct result of **phishing fraud**, provided such reimbursement is made with **approval**; and
3. Expenses **you** incur with **approval** to create and issue a specific press release or to establish a specific website to advise **your**

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customers and prospective customers of **phishing fraud**.

**Your privacy policy** means **your** published policies provided to **employees** or **third parties** in written or electronic form that govern the collection, use, disclosure, correction, dissemination, confidentiality, integrity, accuracy or availability of **private information**.

**Your reputation** means the estimation of trust that customers or clients have in doing business with **you** or in purchasing **your** products or services.

### 8. Exclusions

#### 8.1 Exclusions Applicable to All Insuring Agreements

The exclusions in this section apply to all Insuring Agreements of this Policy.

The Company will not be liable under this Policy for any **claim**:

- 8.1.1. Based upon, arising from, or in any way involving an actual or alleged **wrongful act** or **first party insured event** of which any **executive** had knowledge prior to the effective date of this Policy or prior to the effective date of a Policy issued by the Company of which this Policy is a direct and continuous renewal.
- 8.1.2. Made by or on behalf of an **Insured** against another **Insured**. This exclusion does not apply to:
- An otherwise covered **claim** under Insuring Agreement II which is brought by any past, present or future **employee** for a **security and privacy wrongful act**; or
  - An otherwise covered **claim** under Insuring Agreement I or Insuring Agreement II which is brought by a person or entity qualifying as an **Insured** under Section 6.6.
- 8.1.3. Based upon, arising from, or in any way involving any of the following committed by an **Insured**, whether acting alone or in collusion with other persons:
- A willful, intentional, deliberate, malicious, fraudulent, dishonest, or criminal act or omission;
  - Any intentional violation of law; or
  - The gaining of any profit or advantage to which an **Insured** is not legally entitled.
- This exclusion does not apply to **defense costs** or the Company's duty to defend any **claim** under Insuring Agreement I, II, III, IV, or V until the conduct described in this exclusion has been established by a final, non-appealable adjudication in a judicial, administrative or alternative dispute proceeding, or by an **Insured's** own admission in a proceeding or otherwise. The Company will have the right to recover **defense costs** incurred in defending any such **claim** from those parties found to have committed the conduct described in this exclusion.
- This exclusion does not apply to any **Insured** that did not commit, participate in, or have knowledge of any conduct described in this exclusion.
- 8.1.4. Based upon, arising from, or in any way involving the insolvency or bankruptcy of any person or entity, or the failure, inability, or unwillingness of any person or entity to make payments, perform obligations or conduct business because of insolvency, liquidation, or bankruptcy. However, **your** insolvency or bankruptcy will not relieve the Company of its obligations under this Policy where **your** insolvency or bankruptcy does not give rise to a **claim** or loss.
- 8.1.5. For **bodily injury** or **property damage**.
- 8.1.6. Based upon, arising from, or in any way involving any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the **claim**:
- Electrical or mechanical failures or interruption, including electrical disturbance, spike, brownout, or blackout; or
  - Any regional, countrywide, or global outage, failure, disruption, or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure.
- 8.1.7. Based upon, arising from, or in any way involving the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services.
- 8.1.8. Based upon, arising from, or in any way involving the violation of any economic or trade sanctions by the United States government, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC). This exclusion does not apply to a **security breach** originating from any country where the United States of America has imposed economic or trade sanctions.



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- 8.1.9. Based upon, arising from, or in any way involving any breach of any express, implied, actual or constructive contract, warranty, guarantee or promise. This exclusion does not apply to:
- Any liability or obligation an **Insured** would have had in the absence of such contract, warranty, guarantee or promise and which would have been insured by this Policy;
  - An actual or alleged breach of **your privacy policy**;
  - An actual or alleged breach of an express, implied, actual or constructive contract, warranty, guarantee or promise to protect **private information**;
  - A **claim** under Insuring Agreement II for an unintentional breach by an **Insured** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **private information**; or
  - A **claim** under Insuring Agreement IV for an unintentional breach of the provisions of a **merchant services agreement** relating to compliance with the **PCI DSS Standard**.
- 8.1.10. Based upon, arising from, or in any way involving any liability assumed by any **Insured** under a contract or agreement. This exclusion does not apply to:
- A **claim** under Insuring Agreement I or Insuring Agreement II for liability **assumed under contract**;
  - Any liability an **Insured** would have had in the absence of such contract or agreement and which would have been insured by this Policy; or
  - With respect to Insuring Agreement IV only, liability for **PCI DSS fines and assessments** assumed by **you** under a **merchant services agreement**.
- 8.1.11. Based upon, arising from, or in any way involving:
- Any actual, alleged or threatened presence of pollutants or contamination of any kind, including, but not limited to, asbestos, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste (waste includes materials to be recycled, reconditioned, or reclaimed), whether or not such presence results from an **Insured's** activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or
  - Any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants, or in any way respond to, or assess the effects of, pollutants or contamination of any kind.
- 8.1.12. Based upon, arising from, or in any way involving **income loss** caused by, or resulting from, **unauthorized trading**.
- 8.1.13. Based upon, arising from, or in any way involving:
- The actual or alleged purchase or sale of **securities**;
  - The actual or alleged loss of value of any **securities**;
  - The offer of, or solicitation of an offer, to purchase or sell **securities**; or
  - The violation of any **securities** law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, or the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any similar federal, state, local, or foreign law, including "Blue Sky" laws, whether such law is statutory, regulatory, or common law.
- 8.1.14. Based upon, arising from, or in any way involving the actual or alleged government enforcement of any federal, state, local or foreign regulation, including, but not limited to, regulations promulgated by the United States Federal Trade Commission, the Federal Communications Commission, or the Securities and Exchange Commission. This exclusion does not apply to an otherwise covered **claim** under Insuring Agreement III.
- 8.1.15. Based upon, arising from, or in any way involving:
- Any employer-**employee** relations, policies, practices, acts, or omissions;
  - Any actual or alleged refusal to employ any person; or
  - Any misconduct with respect to **employees**.
- This exclusion does not apply to an otherwise covered **claim** under Insuring Agreement II, Insuring Agreement III or Insuring Agreement VI.
- 8.1.16. Based upon, arising from, or in any way involving any actual or alleged harassment or discrimination of any kind including, but not limited to, age, color, race, gender, creed, national origin, marital status, sexual preferences, disability, or pregnancy.
- 8.1.17. Based upon, arising from, or in any way involving:
- The violation of any pension, healthcare, welfare, profit sharing, mutual, or investment plans, funds, or trusts; or
  - Any violation of any provision of the Employee Retirement Income Security Act of 1974 and its amendments, or the Pension Protection Act of 2006 and its amendments, or any regulation, ruling, or order issued pursuant to the foregoing statutes.

Exclusion 8.1.17.b. does not apply to an otherwise covered **claim** under Insuring Agreement II, Insuring Agreement III or Insuring Agreement VI.

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- 8.1.18. For loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any **kinetic military action**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or for loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken by a government authority to hinder, control, prevent, suppress, or defend against any **kinetic military action**; or the confiscation, nationalization, requisition, or destruction of, or damage to, property by, or under the order of, any government authority.
- 8.1.19. Based upon, arising from, or in any way involving an **act of terrorism**. This exclusion does not apply to an **act of cyber terrorism**.
- 8.1.20. Based upon, arising from, or in any way involving:
- Gambling, pornography, prizes, awards, or coupons; or
  - The sale or provision of prohibited, restricted or regulated items, including, but not limited to, alcoholic beverages, tobacco or drugs.
- 8.1.21. Based upon, arising from, or in any way involving:
- Any **Insured's** failure to comply with or follow the **PCI Data Security Standard** or any payment card company rules; or
  - The implementation or maintenance of, or compliance with, any security measures or standards relating to any payment card **data** including, but not limited to, any fine or penalty imposed by a payment card company on a merchant bank or payment processor that an **Insured** has paid or agreed to reimburse or indemnify.

This exclusion does not apply to an otherwise covered **PCI DSS demand** under Insuring Agreement IV.

- 8.1.22. Based upon, arising from, or in any way involving:
- Any actual or alleged unfair competition, price fixing, deceptive trade practices or restraint of trade; or
  - The violation of any antitrust statute, legislation or regulation.

Exclusion 8.1.22.a. does not apply to:

- Allegations of unfair competition that form a part of an otherwise covered **claim** under Insuring Agreement I, Insuring Agreement II or Insuring Agreement III;
  - Allegations of deceptive trade practices that form a part of an otherwise covered **claim** under Insuring Agreement II or Insuring Agreement III.
- 8.1.23. Based upon, arising from, or in any way involving any actual or alleged infringement of any patent.
- 8.1.24. Based upon, arising from, or in any way involving the misappropriation, theft, copying, display or publication of any trade secret. This exclusion does not apply to an otherwise covered **claim** under Insuring Agreement II for failure to prevent the misappropriation of a trade secret which results from a **security and privacy wrongful act**.
- 8.1.25. Based upon, arising from, or in any way involving the confiscation, commandeering, requisition, destruction of, or damage to, computer hardware by order of a government de jure or de facto, or by any public authority for whatever reason. This exclusion does not apply to an otherwise covered **claim** under Insuring Agreement IX.
- 8.1.26. Based upon, arising from, or in any way involving any unsolicited communication of information or advertising by telephone, email, fax, text, or any other means prohibited by law, or any actual or alleged violation of the Telephone Consumer Protection Act (47 U.S.C. §227), the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), or the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), each as amended, or any regulations promulgated under the foregoing statutes, or any similar federal, state, local or foreign law, whether such laws are statutory, regulatory or common law, including any anti-spam law or other law concerning the use of telephonic or electronic communications for solicitation purposes, or any allegations of invasion or violation of any rights to privacy derived therefrom. This exclusion does not apply to an otherwise covered **TCPA claim** under Insuring Agreement V.

## **8.2. Exclusions Applicable to All First Party Insuring Agreements (Insuring Agreements VI through XIV)**

The exclusions in this section apply to all First Party Insuring Agreements (Insuring Agreements VI through XIV) of this Policy.

The Company will not be liable for:

- 8.2.1. Any liability to any **third party** for whatever reason, including, contractual penalties, **damages**, or legal costs and expenses of any type;
- 8.2.2. Sanctions, fines or penalties imposed by law; or
- 8.2.3. Any **claim** based upon, arising from, or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake,

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volcanic eruption, tidal wave, landslide, hail, force majeure, or any other physical event, however caused.

### **8.3. Exclusions Applicable to Insuring Agreement VIII (BrandGuard)**

The exclusions in this section apply to Insuring Agreement VIII (BrandGuard) of this Policy.

The Company will not be liable for:

- 8.3.1. Any loss, cost, liability or expense **you** incur to protect, restore, or re-establish **your reputation**, including **public relations expenses**;
- 8.3.2. Any loss, cost, liability or expense that is insured by any other insurance, except excess insurance;
- 8.3.3. Any loss, cost, liability or expense incurred because of an **adverse media report** that also affects or refers in similar terms to a general security issue, an industry, or **your** specific competitors without any specific allegations regarding a **security breach** or **privacy breach** committed by an **Insured**, or by others acting on **your** behalf, for whom **you** are legally responsible, including **BPO service providers** or **outsourced IT service providers**; or
- 8.3.4. Amounts paid, or payable, under Insuring Agreement VI.

### **8.4. Exclusions Applicable to Insuring Agreement IX (System Failure) and Insuring Agreement X (Dependent System Failure)**

The exclusions in this section apply to Insuring Agreement IX (System Failure) and Insuring Agreement X (Dependent System Failure) of this Policy.

The Company will not be liable for:

- 8.4.1. The cost of restoring, updating, or replacing **digital assets** to a level beyond that which existed prior to the **system failure** or **dependent system failure**;
- 8.4.2. Physical damage to, or the costs to repair or replace, any computer hardware or **data center**;
- 8.4.3. The economic or market value of **digital assets**;
- 8.4.4. The costs or expenses incurred to identify, patch, or remediate software **programming errors** or **computer system vulnerabilities**;
- 8.4.5. The cost to upgrade, improve, repair, redesign, reconfigure, or maintain an **insured computer system** to a level of functionality beyond that which existed prior to the **system failure**;
- 8.4.6. The cost of restoring, replacing or repairing any electronic media;
- 8.4.7. The cost to upgrade, improve, repair, redesign, reconfigure, or maintain a **service provider computer system**; or
- 8.4.8. Loss of goodwill or harm to **your reputation**.

### **8.5. Exclusions Applicable to Insuring Agreement XII (Cyber Crime)**

The exclusions in this section apply to Insuring Agreement XII (Cyber Crime) of this Policy.

The Company will not be liable for:

- 8.5.1. Any **claim** based upon, arising from, or in any way involving any actual or alleged unauthorized acquisition, access, use or disclosure of **private information** that is held or transmitted in any form. This exclusion does not apply to **financial fraud** which directly results from the use of **private information**.
- 8.5.2. Any **claim** based upon, arising from, or in any way involving the seizure, confiscation, nationalization, requisition, or destruction of an **insured telecommunications system** by, or under the order of, any government or public authority.
- 8.5.3. Amounts that have been wholly or partially reversed by a credit card company or financial institution.
- 8.5.4. Loss of **other property** arising out of, resulting from, or in any way involving the fraudulent or purportedly fraudulent use of a credit or debit card.

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- 8.5.5. Any **claim** based upon, arising from, or in any way involving any fraudulent instruction, if the sender, or any person or organization acting in collusion with the sender, ever had authorized access to **your** password, PIN or other security code. This exclusion does not apply to **your phishing fraud loss**.
- 8.5.6. Any **claim** based upon, arising from, or in any way involving the giving or surrendering of **money, securities, or other property** in any exchange for or purchase of goods, products or services:
- That are not yet delivered, whether or not fraudulent;
  - That fail to conform to advertised quality or performance; or
  - That fail to conform to the quality or performance expected from the standpoint of the **Insured**.
- 8.5.7. Any **claim** based upon, arising from, or in any way involving potential income, including interest and dividends, not realized by **you** or **your** customers or clients.

### **9. Innocent Insured Provision**

- 9.1. Whenever coverage under this insurance would be excluded, suspended or lost because of non-compliance with Section 11, relating to the giving of notice of a **claim** to the Company, with respect to which any other **Insured** becomes in default solely because of the failure to give such notice or concealment of such failure by one or more **Insureds** responsible for the loss or damage otherwise insured hereunder, then such insurance as would otherwise be afforded under this Policy will apply to any **Insured** who did not personally commit, personally participate in committing, or personally acquiesce to such failure to give notice, provided that the **Insured** entitled to the benefit of this provision complies with Section 11 promptly after obtaining knowledge of the failure of any other **Insured** to comply therewith.
- 9.2. Any insurance afforded by this provision will not apply to a **claim**, if a current **executive** failed to give notice, as required by Section 11, of a **claim** which was known to such **executive**.
- 9.3. Whenever coverage under this insurance would be excluded, suspended, or lost because of Exclusion 8.1.3., relating to a willful, deliberate, malicious, fraudulent, dishonest, or criminal act or omission by an **Insured**, then such insurance as would otherwise be afforded under this Policy will apply to those **Insureds** who did not personally commit, personally participate in committing, personally acquiesce, or remain passive after having personal knowledge of such willful, deliberate, malicious, fraudulent, dishonest, or criminal act or omission.

### **10. Extended Reporting Provisions**

- 10.1. In the event of cancellation or non-renewal of this Policy, the **Named Insured** will have the right, upon payment of an additional premium, to have issued an endorsement providing an **extended reporting period**, effective from the date of cancellation, or in the event of non-renewal, effective from the expiration date of this Policy.
- 10.2. The additional premium for the **extended reporting period** will be calculated based on a percentage of the full annual policy premium in effect immediately prior to the end of the **policy period**, including any additional premium for endorsements. The **extended reporting period** options are: a) one (1) year for 100% of annual premium; b) two (2) years for 150% of annual premium; or c) three (3) years for 200% of the annual premium.
- 10.3. If purchased, the **extended reporting period** will apply to:
- With respect to the Third Party Liability Insuring Agreements, any **claim** first made against an **Insured** during the **extended reporting period**, but only if 1) the actual or alleged **wrongful acts** giving rise to such **claim** occur on or after the **retroactive date** and prior to the end of the **policy period**, and 2) the **claim** is reported to the Company during the **extended reporting period**; and
  - With respect to the First Party Insuring Agreements, any **claim** reported to the Company during the **extended reporting period**, but only if 1) the **first party insured event** giving rise to such **claim** occurs prior to the end of the **policy period**, and 2) the **first party insured event** is first discovered by an **executive** during the **extended reporting period**.
- 10.4. To purchase the **extended reporting period** endorsement, the **Named Insured's** written request for the **extended reporting period**, together with full payment of the additional premium for the **extended reporting period**, must be received by the Company within thirty (30) days of the effective date of non-renewal or cancellation of this Policy.
- 10.5. The **extended reporting period** applies only to those Insuring Agreement(s) purchased, as set forth in the Declarations.
- 10.6. The Limits of Liability for the **extended reporting period** are part of, and not in addition to, the Limits of Liability set forth in Item 4 of the Declarations.
- 10.7. The quotation by the Company of a different premium, **retention**, Limit of Liability, or changes in policy language at renewal will not constitute a refusal to renew by the Company.
- 10.8. The right to an **extended reporting period** will not be available to the **Named Insured** where cancellation or non-renewal by the Company is because of non-payment of premium or an **Insured's** failure to pay amounts within the applicable **retention**.

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- 10.9. All notices and premium payments with respect to the **extended reporting period** will be directed to the Company through the entity named in Item 9 of the Declarations.
- 10.10. At the commencement of an **extended reporting period**, the entire premium will be considered fully earned, and in the event the **Named Insured** terminates an **extended reporting period** for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the **extended reporting period**.

### 11. Notice Provisions

- 11.1. If any **claim** under Insuring Agreement I, II, III, IV, or V is made against any **Insured**, an **executive** must provide written notice to the Company of such **claim** as soon as practicable during the **policy period**, but no later than sixty (60) days after expiration of the **policy period** (or during the **extended reporting period**, if applicable). A **claim** under Insuring Agreement I, II, III, IV or V will be considered first made when it is received by an **Insured**.
- 11.2. If **you** have any **claim** under Insuring Agreement VIII, an **executive** must provide written notice to the Company of such **claim** during the **period of indemnity**.
- 11.3. If **you** have any **claim** under Insuring Agreement VI, IX, X, XI, or XII, an **executive** must provide written notice to the Company of such **claim** as soon as practicable during the **policy period**, but no later than sixty (60) days after expiration of the **policy period** (or during the **extended reporting period**, if applicable).
- 11.4. A written request for indemnification under Insuring Agreement VII, XIII, or XIV must be submitted to the Company by an **executive** (or with respect to Insuring Agreement XIV, by or on behalf of an **Insured**) as soon as practicable during the **policy period**, but no later than sixty (60) days after expiration of the **policy period** (or during the **extended reporting period**, if applicable).
- 11.5. If, during the **policy period**, an **executive** becomes aware of any incidents, acts, facts or circumstances that could reasonably be a basis for a **claim**, and if the **executive** gives written notice to the Company during the **policy period** that describes:
- The specific details of the incidents, acts, facts or circumstances that could reasonably be the basis for the **claim**;
  - The possible **damages**, penalties, or other amounts potentially covered under this Policy that may result or has resulted from the facts or circumstances; and
  - The details regarding how the **executive** first became aware of the incidents, acts, facts or circumstances, then any **claim** arising out of such reported incidents, acts, facts or circumstances will be considered a **claim** first made on the date when the Company first received written notice complying with the above requirements.
- 11.6. A **claim** will be considered reported to the Company when notice is first given to the Company through persons named in Item 9 of the Declarations.

### 12. Loss Determination

#### 12.1. Brand Loss

- 12.1.1. The **brand loss** payable under Insuring Agreement VIII will be calculated by taking into account:
- The prior experience of **your** business preceding the date of the **adverse media report** or **notification**, whichever applies, and **your** likely net profit, had no **adverse media report** been published or **notification** occurred;
  - Income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream;
  - Your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **adverse media report** or **notification**, which would have affected **your** business had no **adverse media report** been published or **notification** occurred;
  - Any fixed operating expenses (including ordinary payroll), but only to the extent that such operating expenses must continue during the **period of indemnity**.
- 12.1.2. For purposes of calculating **brand loss**, "net profit" will include the amount of **money** paid or payable to **you**, including donations, for goods, products, or services sold, delivered, or rendered in the normal course of **your** business.

#### 12.2. Digital Assets Loss

**Digital assets loss** under Insuring Agreement IX.A. or Insuring Agreement X.A. (whichever applies) will be determined as follows:

- If the impacted **digital asset** was purchased from a **third party**, the Company will pay only the lesser of the original purchase price of the **digital asset** or the reasonable and necessary **digital assets loss**.
- If it is determined that the **digital assets** cannot be replaced, restored or recreated, then Company will only reimburse the actual and necessary **digital assets loss** incurred up to such determination.

#### 12.3. Income Loss

- 12.3.1. The **income loss** payable under Insuring Agreement IX.B. or Insuring Agreement X.B. (whichever applies) will be calculated as follows:

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- a. **Your** net profit, as could have been reasonably projected, but which has been lost as a direct result of a **system failure** or **dependent system failure** (whichever applies); plus
- b. Any fixed operating expenses (including ordinary payroll) incurred, but only to the extent that such operating expenses must continue during the **period of restoration** or **period of indemnity** (whichever applies).

12.3.2. **Income loss** will be calculated by taking into account:

- a. the prior experience of **your** business preceding the date of the **system failure** or **dependent system failure** (whichever applies) and **your** likely net profit, had no **system failure** or **dependent system failure** (whichever applies) occurred;
- b. Income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream; and
- c. **Your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **system failure** or **dependent system failure** (whichever applies), which would have affected **your** business had no **system failure** or **dependent system failure** (whichever applies) occurred.

12.3.3. For purposes of calculating **income loss**, "net profit" will include the amount of **money** paid or payable to **you**, including donations, for goods, products, or services sold, delivered, or rendered in the normal course of **your** business.

### **13. Assistance and Cooperation**

- 13.1. As a condition precedent to coverage under this Policy, the **Insureds** are required to assist and cooperate with the Company in the investigation, adjustment, defense and settlement of any **claim**, including, but not limited to, assisting and cooperating with the Company in the pursuit of any coverage that may be available from other insurers or insurance policies for any amounts which also may be covered under this Policy. The **Insureds** must not take any action which in any way increases the Company's exposure under this Policy.
- 13.2. The **Insureds** must execute or cause to be executed all papers and render all assistance as reasonably requested by the Company. Part of this assistance may require the **Insureds** to provide copies of a **third party's** system security and event logs.
- 13.3. At the Company's request, the **Insureds** must assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** with respect to which insurance is afforded under this Policy. The **Insureds** must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses at the **Insureds'** own cost.
- 13.4. No **Insured** will admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** without **approval**, unless otherwise provided under any Insuring Agreement. However, the prompt public admission of a **privacy breach** or **security breach** potentially impacting the **personally identifiable information of employees or third parties**, as required by **privacy regulations** or **card association** operating requirements, will not be considered as an admission of liability requiring **approval**; but the Company must be provided notice, in accordance with Section 11 of this Policy, of such public admission, if such public admission is a circumstance that could lead to a **claim**.
- 13.5. The Company has the right to investigate coverage as necessary, including, but not limited to, any investigation with respect to the **application**, statements made in the **application**, and any supplemental material submitted therewith.
- 13.6. The **Insureds** must submit to examination under oath by our representatives, if requested, in connection with all matters relating to this Policy.

### **14. Subrogation**

If any payment is made under this Policy and there is available to the Company any of the **Insureds'** rights of recovery against any **third party**, then the Company will maintain all such rights of recovery. The **Insureds** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insureds** will do nothing to prejudice such rights. Any recoveries will be applied first to subrogation expenses, second to **damages, defense costs**, or any other amounts paid by the Company, and lastly to the **retention**. Any additional amounts recovered will be paid to the **Insured**.

### **15. Other Insurance**

If other valid and collectible insurance is available to the **Insureds** for any **claim** covered under this Policy, the Company's obligations are limited as follows:

- 15.1. Except as stated in paragraph 15.2. below, this insurance shall be excess over any other valid and collectible insurance, including the amount of any deductible or retention, available to an **Insured**, including any insurance under which there is a duty to defend, and regardless of whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such insurance is written specifically as excess insurance of this Policy by reference in such other policy to the Policy number set forth in the Declarations of this Policy.
- 15.2. The insurance afforded under all Insuring Agreements of this Policy except for Insuring Agreement I (Multimedia Liability) will be primary and non-contributory relative to any other valid and collectible insurance that may be available under policy [Public Entity

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Policy Number].

### 16. Entire Agreement

By acceptance of this Policy, the **Named Insured** agrees that this Policy embodies all agreements between the **Named Insured** and the Company relating to this insurance. Notice to any agent, or knowledge possessed by any agent, or by any other person, will not affect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this insurance; nor will the terms of this insurance be waived or changed, except by endorsement issued to form a part of this Policy and signed by the Company.

### 17. Assignment

The interest hereunder is not assignable by the **Named Insured** or any **Subsidiary**. If an **Insured** dies or is adjudged incompetent, this insurance will apply to such **Insured's** legal representative to the same extent it would have applied to the **Insured**.

### 18. Cancellation by the Named Insured

The **Named Insured** may cancel this Policy by surrender thereof to the Company, and by mailing or delivering to the Company advance, written notice stating when thereafter cancellation will be effective. The mailing of such notice will be sufficient notice and the effective date of cancellation will become the end of the **policy period**. Delivery of such written notice will be equivalent to mailing. If this Policy is canceled by the **Named Insured**, the earned premium will be computed on a short rate basis. Notwithstanding the foregoing, if a **claim** or potential **claim** is reported under this Policy, no return premium will be provided. Payment or tender of any unearned premium by Company will not be a condition precedent to the effectiveness of cancellation.

### 19. Cancellation by the Company

- 19.1. The Company may cancel this Policy for non-payment of premium by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation will be irrevocable. If payment is not received within the ten (10) day period, then this Policy will be cancelled ab initio, meaning coverage is null and void as of the effective date of this Policy. The mailing of such notice will be sufficient notice. Delivery of such written notice by the Company by facsimile, email or private courier will be equivalent to mailing. If the foregoing notice period conflicts with any governing law or regulation, then such period will be amended to afford the minimum notice period permitted thereunder.
- 19.2. If the Company cancels this Policy other than as set forth in paragraph 19.1, the Company will give the **Named Insured** thirty (30) days' written notice prior to cancellation. The cancellation notice will state the effective date of the cancellation, and this Policy will terminate on that date. If the foregoing notice period conflicts with any governing law or regulation, then such period will be amended to afford the minimum notice period permitted thereunder. If the Company cancels this Policy under this paragraph 19.2, the earned premium will be computed pro-rata.

### 20. Spousal or Domestic Partner Extension

The coverage afforded under this Policy will, subject to the terms, conditions, limitations and exclusions, be extended to apply to a **claim** against a person who, at the time the **claim** is made, is a lawful spouse or domestic partner of an **Insured**, but only if such spouse or domestic partner is the subject of any **claim** because of marriage or domestic partnership to such **Insured**. In no event will the coverage afforded under this provision apply to any **claim** caused by, resulting from, or in any way involving the acts of an **insured's** spouse or domestic partner.

### 21. Coverage for Created, Acquired or Sold Subsidiaries

#### 21.1. Created or Acquired Subsidiaries

- 21.1.1. If, after the inception of the **policy period**, the **Named Insured** acquires or creates a **Subsidiary**, then for a period of sixty (60) days after the effective date of the transaction, the **Subsidiary** will be automatically included within the definition of **Insured**, but only with respect to **claims** for **wrongful acts** or **first party insured events** that occur after the creation or acquisition of such **Subsidiary**. The **Named Insured** must give the Company written notice of the newly acquired or created **Subsidiary** within sixty (60) days of the effective date of the acquisition or creation thereof, together with such information as we may require.
- 21.1.2. If the revenues of the newly acquired or created **Subsidiary** exceed thirty percent (30%) of the annual revenues of the **Named Insured** prior to the creation or acquisition, as reflected in the most recent **application** for this insurance, there may be an additional premium charged which must be paid in order for coverage for the new **Subsidiary** to continue beyond the initial sixty (60) day period. Upon payment of the additional premium, the new **Subsidiary** will be included within the definition of **Insured** for the duration of the **policy period**.
- 21.1.3. If the revenues of the newly acquired or created **Subsidiary** do not exceed thirty percent (30%) of the annual revenues of the **Named Insured** prior to the creation or acquisition, as reflected in the most recent **application** for this insurance, the new **Subsidiary** will be automatically included within the definition of **Insured** for the duration of the **policy period**.

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21.1.4. All notices and premium payments must be directed to the Company through the entity named in Item 9 of the Declarations.

### **21.2. Sold Subsidiaries**

If, after the inception of the **policy period**, the **Named Insured** sells a **Subsidiary**, that **Subsidiary** will be an **Insured**, but only with respect to **claims** for **wrongful acts** or **first party insured events** that occur on or after the **retroactive date** (if applicable) and prior to the effective date of the sale. The **Named Insured** must give the Company written notice, through the entity named in Item 9 of the Declarations, of any sale within sixty (60) days of the effective date of the sale. There will be no return premium.

### **22. Coverage In the Event of Takeover and Change of Control Extended Reporting Period**

- 22.1. In the event of a **takeover** during the **policy period**, coverage under this Policy will continue until its natural expiration date for any **claim** made during the **policy period**, but only if the **wrongful acts** or **first party insured events** giving rise to such **claim** occur on or after the **retroactive date** (if applicable) and prior to the effective date of the **takeover**. The **Named Insured** must give the Company written notice of the **takeover** as soon as practicable, but in no event later than thirty (30) days from the effective date of the **takeover**. The Policy cannot be cancelled after the effective date of the **takeover**, and the premium will be considered fully earned on such date. The Policy cannot be renewed upon its natural expiration date.
- 22.2. In the event of a **takeover**, the **Named Insured** will not have a right to purchase an **extended reporting period** pursuant to Section 10 of this Policy. However, the **Named Insured** will have a right to purchase a change of control **extended reporting period** pursuant to paragraphs 22.3. through 22.10. of this section.
- 22.3. In the event of a **takeover**, the **Named Insured** will have the right and option to purchase a change of control **extended reporting period**, provided the **Named Insured** has otherwise complied with the terms and conditions of this Policy.
- 22.4. The additional premium for the change of control **extended reporting period** will be calculated based on a percentage of the full annual policy premium in effect immediately prior to the end of the **policy period**, including any additional premium for endorsements. The change of control **extended reporting period** options are: a) one (1) year for 100% of annual premium; b) two (2) years for 150% of annual premium; or c) three (3) years for 200% of the annual premium.
- 22.5. To purchase the change of control **extended reporting period**, the **Named Insured's** written notice of the request to purchase a change of control **extended reporting period**, together with full payment of the premium for the change of control **extended reporting period**, must be received by the Company within thirty (30) days of the Policy expiration date.
- 22.6. If purchased, the change of control **extended reporting period** will be effective from the expiration date of this Policy and will apply to:
- a. With respect to the Third Party Liability Insuring Agreements, any **claim** first made against an **Insured** during the change of control **extended reporting period**, but only if 1) the actual or alleged **wrongful acts** giving rise to such **claim** occur on or after the **retroactive date** and prior to the effective date of the **takeover**, and 2) the **claim** is reported to the Company during the change of **control extended reporting period**; and
  - b. With respect to the First Party Insuring Agreements, any **claim** reported to the Company during the change of control **extended reporting period**, but only if 1) the **first party insured event** giving rise to such **claim** occurs prior to the effective date of the **takeover**, and 2) the **first party insured event** is first discovered by an **executive** during the **extended reporting period**.
- 22.7. The change of control **extended reporting period** applies only to those Insuring Agreement(s) purchased, as set forth in the Declarations.
- 22.8. The Limits of Liability for the change of control **extended reporting period** are part of, and not in addition to, the Limits of Liability set forth in Item 4 of the Declarations.
- 22.9. All notices and premium payments with respect to the change of control **extended reporting period** must be directed to the Company through the entity named in Item 9 of the Declarations.
- 22.10. At the commencement of the change of control **extended reporting period**, the entire premium for the change of control **extended reporting period** will be considered fully earned, and in the event the **Named Insured** terminates a change of control **extended reporting period** for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the change of control **extended reporting period**.

### **23. Most Favorable Law**

- 23.1. With respect to the insurability of **damages, regulatory compensatory awards, regulatory fines and penalties, and PCI DSS fines and assessments**, the applicable law will be the law of the state most favorable to the **Insured**, provided that the state whose law is most favorable to the **Insured** has a reasonable relationship to the **claim**.
- 23.2. A state's law will be considered to have a reasonable relationship to the **claim** if it is the state where:



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- a. The **Named Insured** is incorporated or has a place of business;
- b. The **claim** is pending; or
- c. The **wrongful acts** giving rise to the **claim** were committed or allegedly committed.

### 24. Words and Titles of Paragraphs

The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference and are not considered in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is used herein, the same will include the plural when required by context.

### 25. Dispute Resolution

- 25.1. No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all terms of this insurance, nor until the amount of an **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant, and the Company.
- 25.2. Any person or organization, or the legal representative thereof, who has secured such judgment, award, or written agreement will thereafter be entitled to make a **claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization has any right under this Policy to join the Company as a party to an action or other proceeding against any **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Named Insured** or of the **Named Insured's** estate will not relieve the Company of its obligations hereunder.
- 25.3. Mediation. If any dispute arises between any **Insured** and the Company involving this Policy or a **claim** hereunder, the **Named Insured** and the Company agree that such dispute will be referred to a qualified mediator in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any arbitration or other proceedings. The party invoking the agreement to mediate will provide written notice to the other party setting forth its request to mediate and a brief statement regarding the issue to be mediated. The persons named in Item 11 of the Declarations are authorized and directed to accept the Notice of Mediation on behalf of the Company. The **Named Insured** is authorized and directed to accept the Notice of Mediation on behalf of any **Insured**.
- 25.4. Arbitration. As a condition precedent to any right of action hereunder, if a good faith effort to mediate pursuant to paragraph 25.3. above does not resolve a dispute between any **Insured** and the Company involving this Policy or a **claim** or circumstance hereunder, the **Named Insured** and the Company agree that such dispute will be determined by final and binding arbitration before a single arbitrator. If the parties cannot mutually select the arbitrator, the parties will refer the selection of the arbitrator to the American Arbitration Association.

### 26. Warranty by the Named Insured

- 26.1. By acceptance of this Policy, the **Named Insured** agrees that the statements contained in the **application** and any supplemental materials submitted therewith are their agreements and representations, which are considered material to the risk assumed by the Company, and that this Policy is issued in reliance upon the truth thereof.
- 26.2. The misrepresentation or non-disclosure of any matter by the **Named Insured** or the **Named Insured's** agent in the **application** or any supplemental materials submitted to the Company will render the Policy null and void and will relieve the Company of all liability under this Policy.
- 26.3. The **application** and any supplemental materials submitted to the Company are considered incorporated into and made a part of this Policy.

### 27. Forfeiture

Any action or failure to act by the **Named Insured** with the intent to defraud the Company, or the material misrepresentation or non-disclosure of any material fact or **claims** by the **Named Insured** in the **application** or in any supplemental materials submitted to the Company, will render this Policy null and void, and all coverage hereunder will be forfeited.

# Conway Township Planning Commission Meeting Minutes

5/9/2022

Conway Township Hall – 8015 N. Fowlerville Rd., Fowlerville, MI

Agenda	Items Discussed	Actions to be Taken
	<p>Attendees: 14 members from the public</p> <p>1. Vice Chair Meghan Swain-Kuch called the Conway Township Planning Commission meeting to order at 7:00pm.</p> <p>She led in the Pledge of Allegiance.</p> <p>2. She called Roll Call of:</p> <p style="padding-left: 40px;"><b>Planning Commission Members present:</b> Jeff Klein, Londa Horton, Meghan Swain-Kuch, Dave Whitt, George Pushies - Ex-Officio</p> <p style="padding-left: 40px;"><b>Zoning Administrator present:</b> -0-</p> <p style="padding-left: 40px;"><b>Livingston County Planning Commissioner present:</b> Dennis Bowdoin</p> <p style="padding-left: 40px;"><b>Township Attorney present:</b> Abby Cooper</p> <p style="padding-left: 40px;"><b>Community Builders (CIP) Master Planners present:</b> Justin Sprague,</p> <p style="padding-left: 40px;"><b>Those absent:</b> Chuck Swirsk, Kelly Ralko, Hannah Smith, Todd Thomas</p>	
<b>Approval of last meeting minutes</b>	<p>3. PC meeting minutes revised for March 14, 2022. A motion was made by Dave Whitt to accept the revised meeting minutes for March 14, 2022. Second by Jeff Klein. All in favor. Opposed. Motion passed.</p> <p>4. Planning Meeting Minutes from last meeting 4/11/2022 . A motion was made by Dave Whitt to accept the minutes from the last meeting. Second by Jeff Klein . All in favor. Opposed. Motion passed.</p>	
<b>CALL TO PUBLIC</b>	-0-	
<b>APPROVAL OF PLANNING COMMISSION MEETING AGENDA FOR TONIGHT</b>	Dave Whitt Made a motion to accept the meeting agenda for tonight. Second by Jeff Klein . All in favor. Opposed. Motion passed.	

# Conway Township Planning Commission Meeting Minutes

5/9/2022

Conway Township Hall – 8015 N. Fowlerville Rd., Fowlerville, MI

Agenda	Items Discussed	Actions to be Taken
<b>COMMUNICATIONS</b>	<p>5. Zoning Administrator Report submitted by Todd Thomas: the following permits were issued for the month of April 2022: one deck, one addition, two signs, and one pole barn. Luke Bryan farm tour dates are to be announced April 29, 2022 per Dennis Freeman of Freeman Enterprises. They will be reaching out regarding permits, security, traffic plans, etc. The tour is Sept. 17, 2022.</p> <p>6. Board Ex-Officio Report by George Pushies.</p>	
<b>PUBLIC HEARING</b>	<p><b>7. PUBLIC HEARING:</b> opened for public comment, closed, PC vote to send to Board</p> <p>Meghan Swain-Kuch made a motion to open the public hearing for a rezoning. Second by George Pushies. All in favor. Opposed. Motion passed.</p> <ol style="list-style-type: none"> <li>1. Application for amendment to Official Zoning Map (Rezoning) relative to parcel no. 4701-10-300-020 commonly known as 5.01 acres vacant land Fowlerville Rd., Fowlerville, MI. Applicant is requesting to rezone the parcel from Agricultural Residential (AR) to Commercial (C).</li> <li>2. Opened for public comment               <ol style="list-style-type: none"> <li>a. Carol Miles - what will the commercial property be used for?</li> <li>b. Dave Crawford adjacent to Kreeger property – what is the intention for the property? It needs to be maintained and so far, they’ve done a great job. He spoke on their behalf and their character. I have no objection.</li> </ol> </li> <li>3. Meghan Swain-Kuch made a motion to close the meeting for public comment. Second by Jeff Klein. All in favor. Opposed. Motion passed.</li> <li>4. Heard from the applicant. Asa Kreeger spoke about the Planner saying the application was incomplete. He was not aware of it. This is the Zoning Enabling Act. It’s also in the ZO, per Abby Cooper. The use would have to be completed by rezoning by the township board 18 months to commence. He handed out a document describing the intended use: fuel, service station for agriculture, you could pull in a truck hauling feed, etc., with a small convenience store.</li> <li>5. <b><u>Analysis by Abby Cooper.</u></b> Conditional Rezoning requests are governed by Article 4 of the Zoning Ordinance generally, and by Section 4.09 of the Zoning Ordinance specifically. 1 Compliance with Section 4.09 shall require the following prior to approval by the Township Board.</li> </ol>	

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5/9/2022

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<b>Agenda</b>	<b>Items Discussed</b>	<b>Actions to be Taken</b>
	<ol style="list-style-type: none"> <li>1. A statement by the applicant of the proposed use if the rezoning request is granted.</li> <li>2. A Statement of Conditions that complies with the following standards of Section 4.09(E):               <ol style="list-style-type: none"> <li>a. Be in a form recordable with the Livingston County Register of Deeds or, in the alternative, be accompanied by a recordable Affidavit or Memorandum prepared and 1 Note, this applicant previously applied for and received approval for conditional rezoning for another parcel of land in 2017 (Application No. 2017-001 regarding 6995 N. Fowlerville Road). Since the time of that prior application, Conway Township has amended its Zoning Ordinance to include the procedures outlined in Section 4.09 and, therefore, these requirements may be new to the applicant.3 April 29, 2022 Page 2 signed by the owner giving notice of the Statement of Conditions in a manner acceptable to the Township Board;</li> <li>b. Contain a legal description of the land to which it pertains;</li> <li>c. Contain a statement acknowledging that the Statement of Conditions runs with the land and is binding upon successor owners of the land;</li> <li>d. Incorporate by attachment or reference any diagram, plans or other documents submitted or approved by the owner that are necessary to illustrate the implementation of the Statement of Conditions (if any such documents are incorporated by reference, the reference shall specify where the document may be examined);</li> <li>e. Contain a statement acknowledging that the Statement of Conditions or an Affidavit or Memorandum giving notice thereof may be recorded with the Livingston County Register of Deeds; and</li> <li>f. Contain the notarized signatures of all of the owners of the subject land preceded by a statement attesting to the fact that they voluntarily offer and consent to the provisions contained within the Statement of Conditions.</li> </ol> </li> </ol>	

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	<p>It is recommended that the above be submitted to the Planning Commission to be included in its review prior to a recommendation being made; however, it would also be an option for items 2(a)-(f) to be made conditions of a Planning Commission recommendation after further discussion with the applicant. – Abby</p> <hr/> <p><b><u>Analysis by Community Image Builders</u></b> – our township Planners also submitted a review of this rezoning request. It is their opinion that the request is to be tied to a specific use or development, rather than just the proposed district. Consistent with the standards in the state act, the Conway Township ZO details that an owner of land may voluntarily offer in writing conditions relating to the use and/or development of land as part of the rezoning request. In addition, Section 4.09.F details a timeframe for the approved development and/or use to commence as part of the conditional rezoning. If it does not occur within the timeframe specified, the land reverts to its former zoning classification per M.C.L. 125.3405 of the Michigan Zoning Enabling Act. Based upon this, we are of the opinion that a specific use and/or development shall be specified as part of the rezoning request.</p> <p><b>Justin</b> - The application is incomplete. A complete request would be tied to a specific proposed use or development (i.e., a use listed under Commercial above.) More information is needed on the intended use of the property.</p> <p>You want to understand what you have currently and whether or not it aligns with your Master Plan and currently it does not. It is not consistent with Master Plan as we have already identified two places for this in this township. We need an updated application.</p> <p>Conditional rezoning so we would have a site plan, ZO 4.09E.</p> <p><b>Abby</b> – It has to go to LCPC also. We need a statement of conditions as supplemental to the application before it goes to LCPC. The</p>	

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	<p>applicant must restate the conditions, we need clarity. Tell us what you will do. Will and will not do.</p> <p>A motion was made by George Pushies for approval to the Kreeger property rezoning from AR to Commercial pending approval tied to conditions with additional information to be provided. (Justin – consider amendment to the Master Plan after this.) Caution use of the word tentative – Abby. Second by Dave Whitt.</p> <p>Roll Call vote:                      Whitt – Yea                      Klein – Yea                      Pushies – Yea                      Kuch – Yea                      Horton – Yea</p> <p>All in favor. Opposed. Motion passed. Send to the Board.</p> <p>-----</p> <p>Planning Commission (PC) vote to send this application to the Township Board.</p>	<p><b>George Pushies to take to the Board</b></p>
<b>OLD BUSINESS</b>	<p>11. Mailing a solar survey logistics – Meghan</p> <p>\$2000 would be the cost for a survey. An option is to have an open meeting on solar. We would notify the public on solar with a public hearing. We will not conduct a solar survey.</p>	
<b>NEW BUSINESS</b>	<p>12. The Planners Solar draft outline – Hannah and Justin</p> <ul style="list-style-type: none"> <li>• They need our feedback. Can send them an email.</li> <li>• George Pushies wants residential separated from commercial solar.</li> <li>• Screening – it says “nature” and it should be “mature” – George Pushies</li> <li>• Stagger rows of trees and make it all evergreen vs. deciduous – George Pushies</li> <li>• Decommissioning and bonding amount needs to be set- George Pushies</li> <li>• Annual reports – how do you get the reports? – George Pushies. Special Land Use – you can require that – Justin.</li> <li>• Kelly Ralko– fencing with woven screen. Comments that it breaks down in the weather.</li> <li>• Kelly Ralko – old clay tiles should be removed. Water must be maintained on that property, per Justin. Cannot change drainage of the land. 6.26 D 14.</li> </ul>	<p>PC members Send email with feedback on Solar draft outline</p>

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	<ul style="list-style-type: none"> <li>• Kelly Ralko – berms and trees done at beginning of construction. No, it's done at the end – Justin.</li> <li>• Kelly Ralko – no use of term solar farms. Use the term <b>Solar Energy Collector or SEC.</b> (ZO 6.26.)</li> </ul> <p>13. Status update on Proposed ZO amendments chart – Abby</p> <ul style="list-style-type: none"> <li>• Item 6 we are concentrating on</li> </ul> <p>14. ADU (Accessory Dwelling Units) – Justin</p> <ul style="list-style-type: none"> <li>• Our language is fine. Survey of existing uses today should be done – Justin. Look for properties that look like they have a second person living on the property. If you pass the ordinance now, they are all grandfathered in. The language the county provided is fine (in red at back of the packet). It's come back from the county. We can have Justin incorporate those comments from LCPC to send up the Board – Abby.</li> </ul>	Justin to incorporate ADU language from LCPC
<p><b>PLANNING COMMISSION MEMBER DISCUSSION</b></p>		
<p><b>LAST CALL TO PUBLIC</b></p>	<p>Dennis Bowdoin – we verified special uses with drive-byes, but Board stopped that. Carol Miles – who makes decision on fencing, etc.? Arborvitaes are 20 feet apart. Type, caliper of tree, etc. should be defined. Multiple rows of trees will be planted as defined in our ordinance – George Pushies.</p> <p>Debbie Ott-Trailer Park, is that still on Robb Rd.? Did Bob Burk have a gas station area defined?</p>	
<p><b>ADJOURMENT</b></p>	<p>Geroge Pushies made a motion to adjourn. Second by Dave Whitt. All in favor. Opposed. Motion passed. Adjourned at 8:25pm.</p>	

RESOLUTION TO ADOPT LIVINGSTON COUNTY HAZARD MITIGATION PLAN  
Resolution No. 220517-02  
Conway Township

WHEREAS, the Livingston County Hazard Mitigation Plan was approved by FEMA on 4-4-2022

WHEREAS, there is no monetary cost to the township , but it makes our township eligible to put in for Federal Grant funding under the following grant programs: Hazard Mitigation, Flood Mitigation, or Building Resilient Infrastructure and Communities (BRIC)

WHEREAS, this plan will not expire until 2027

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board, on behalf of the residents of Conway Township, wishes to adopt the Livingston County Hazard Mitigation Plan for 2022

The foregoing Resolution offered by Supervisor Bill Grubb.

Second offered by

Upon roll call vote, the Board Members voted as follows:

W. Grubb:

Whitt:

D. Grubb:

Pushies:

The Supervisor declared the resolution adopted at a regular meeting of the Township Board held on May 17, 2022.

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Elizabeth Whitt  
Clerk

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Gabi Bresett  
Deputy Clerk