

TOWN OF MOREAU
Audit & Regular Town Board Meeting
May 23, 2023

AGENDA

6:45 p.m. - Audit Meeting

7:00 p.m. - Regular Town Board Meeting

1. Roll Call / Pledge of Allegiance
2. Highway Department
3. Recreation Department
4. Water & Sewer Department
5. Cyber Security
6. Town Clerk's Office
7. Supervisor Items
8. Executive Session
9. Other Business
10. Privilege of the Floor
11. Motion to Adjourn

Adirondack Trust Company Financial Services, Inc
31 Church Street
Saratoga Springs, NY 12866

NOTICE OF EXCESS LINE PLACEMENT

Date: 5/10/2023

Town of Moreau
351 Reynolds Road
Moreau, NY 12828

Consistent with the requirements of the New York Insurance Law and Regulation 41 Town of Moreau is hereby advised that all or a portion of the required coverages have been placed by Adirondack Trust Financial Services, Inc with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy NoRenewal of ESK0039468243 Insurer CFC - Certain Underwriters at Lloyd

Policy Premium	\$	3,250.00
<u>Insurer Imposed Charges:</u>		
Policy Fees ⁽¹⁾	\$	400.00
Inspection Fees ⁽¹⁾	\$	
Total Taxable Charges	\$	
<u>Service Fee Charges:</u>		
Excess Line Tax (3.60%)	\$	122.40
Stamping Fee	\$	5.11
Broker Fee ⁽¹⁾	\$	
Inspection Fee ⁽¹⁾	\$	
Other Expenses (specify) ⁽¹⁾ _____	\$	
Total Policy Cost	\$	<u>3,777.51</u>

(Signature of Insured)

⁽¹⁾ = Fully earned



INDICATION OF TERMS

REFERENCE NUMBER:	3348970
COMPANY NAME:	Town of Moreau
TOTAL PAYABLE:	USD3,400.00
Premium breakdown:	
Cyber & Privacy:	USD3,250.00
Policy Administration Fee:	USD150.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.0
ENDORSEMENTS:	AmWINS Special Amendatory Clause Policyholder Disclosure Notice Of Terrorism Insurance Coverage
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: <ol style="list-style-type: none">1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)2. Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding)3. Confirmation that MFA is in place to secure the remote access to the general network (Terms subject to change) (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	28 Apr 2023
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers

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



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



DECLARATIONS

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

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

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

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

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

Deductible: USD5,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

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

Deductible: USD5,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

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

Deductible: USD5,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

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

Deductible: USD5,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

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

Deductible: USD5,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

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

Deductible: USD0 each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

NO COVER GIVEN

SECTION B: THEFT OF FUNDS HELD IN ESCROW

NO COVER GIVEN

SECTION C: THEFT OF PERSONAL FUNDS

NO COVER GIVEN

SECTION D: EXTORTION

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

Deductible: USD5,000 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

NO COVER GIVEN

SECTION F: TELEPHONE HACKING

NO COVER GIVEN

SECTION G: PUSH PAYMENT FRAUD

NO COVER GIVEN

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

NO COVER GIVEN

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

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

Deductible: USD5,000 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

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

Deductible: USD5,000 each and every claim



SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD5,000 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

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

Deductible: USD5,000 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

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

Deductible: USD5,000 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

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

Deductible: USD5,000 each and every claim

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

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

Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

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

Deductible: USD5,000 each and every claim, including **costs and expenses**



SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION D: REGULATORY FINES

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD5,000 each and every claim, including **costs and expenses**

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD5,000 each and every claim, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD5,000 each and every claim, including **costs and expenses**

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate
Deductible: USD0 each and every claim



AMWINS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY N/A
NUMBER:

THE INSURED: Town of Moreau

WITH EFFECT FROM: -

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

1. The "OPTIONAL EXTENDED REPORTING PERIOD" is deleted in its entirety.
2. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, including costs and expenses
Deductible:	USD25,000	each and every claim, including costs and expenses

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

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

SECTION F: CONTINGENT BODILY INJURY

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

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

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

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

"Bodily injury" means

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

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

"Senior executive officer" means

the chief executive officer, the chief finance officer, human resources directors, the chief risk officer and senior executives of the company



or their functional equivalents.

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

arising directly or indirectly out of:

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

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

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

5. Where "80%" and "20%" are stated in the "Agreement to pay claims" **CONDITION**, they are deleted in their entirety and replaced with "90%" and "10%" respectively.

6. The "Cancellation" **CONDITION** is deleted in its entirety and replaced with the following:

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

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

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

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

7. Where "60 days" and "60 day" are referred to in the "Extended reporting period" **CONDITION**, they are deleted in their entirety and replaced with "90 days" and "90 day" respectively.

8. The "Optional extended reporting period" **CONDITION** is deleted in its entirety and replaced with the following:

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for any of the following durations:

- a. 12 months for 100% of the **premium**;
- b. 24 months for 140% of the **premium**; or
- c. 36 months for 190% of the premium.



This optional extended reporting period will take effect from the cancellation or non-renewal date and will cover, subject to all other terms, conditions and exclusions of this Policy:

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

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the first a., b. and c. above within 30 days of cancellation or non-renewal.

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

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

9. Where "20%" is stated in the "Mergers and acquisitions" **CONDITION**, it is deleted in its entirety and replaced with "25%".
10. Where "final adjudication" is stated anywhere throughout this Policy, it is deleted in its entirety and replaced with "final and non-appealable adjudication".

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A
NUMBER:
THE INSURED: Town of Moreau
WITH EFFECT FROM: -

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

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

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

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

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

Town of Moreau

351 Reynolds Road

Moreau, NY 12828-9261

Brenda Hutter

Town Clerk/Receiver of Taxes

SARATOGA COUNTY, STATE OF NEW YORK

Phone: (518) 792-1030 ~ Fax: (518)792-4615

E-mail: townclerk@townofmoreau.org



Theodore T. Kusnierz, Jr.

Supervisor

Kyle Noonan

Councilmember

Mark Stewart

Councilmember

Alan Van tassel

Councilmember

John Donohue

Councilmember

May 23, 2023

RESOLUTION 2023-

Motion: _____

Second: _____

BE IT RESOLVED, that the Town of Moreau will report the following Days per Month to New York State and Local Employee's System, based on the Record of Activities maintained and submitted by those officials to the Clerk of the body:

Title	Name	Standard Work day	Term	Days/month Based on record of activities
Highway Superintendent	Chris Abrams	8	12/19/2022-12/31/2023	22.60

Roll call vote resulted as follows:

Councilmember Noonan

Councilmember Stewart

Councilmember Van Tassel

Councilmember Donohue

Supervisor Kusnierz

