



NEWTON FALLS CITY COUNCIL  
**EMERGENCY MEETING AGENDA**  
 Thursday, March 28, 2024; 6:00 PM  
 COUNCIL CHAMBERS  
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Patricia Benetis
Ward 2	Brian Axiotis
Ward 3	Brenda Persino
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
Interim City Manager	Mike Novotny
Law Director	Jeff Limbian
Finance Director	Sean Housley
City Clerk	Michael Acomb

- I. Call to Order**
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
- IV. New Business**

ORDINANCE 2024-15 *Sponsors: Councilpersons Stimpert and Rufener*  
 AN EMERGENCY ORDINANCE AUTHORIZING INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH ASSURED PARTNERS THROUGH THE OHIO PLAN FOR THE CITY'S PROPERTY AND LIABILITY INSURANCE RENEWAL

ORDINANCE 2023-16 *Sponsors: Councilpersons Rufener and Stimpert*  
 AN EMERGENCY ORDINANCE AUTHORIZING INTERIM CITY MANAGER TO PAY ASSESSMENT FEE TO OHIO MUNICIPAL JOINT SELF-INSURANCE POOL FOR LIABILITY INSURANCE RUN-OUT COVERAGE

MOTION *Sponsor: Councilperson Stimpert*  
 A motion to direct the city manager to take the necessary steps to research the best options and recommend to Council a new healthcare benefits insurance policy for the employees of the Village of Newton Falls.

- V. Adjournment**

VILLAGE OF NEWTON FALLS, OHIO  
ORDINANCE NO.: 2024-15  
SPONSOR: Councilpersons Stimpert and Rufener

**AN EMERGENCY ORDINANCE AUTHORIZING INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH ASSURED PARTNERS THROUGH THE OHIO PLAN FOR THE CITY'S PROPERTY AND LIABILITY INSURANCE RENEWAL**

WHEREAS, Village Council recognizes the need for the Village of Newton Falls to carry Property and Liability Insurance for all Village Properties, Equipment and Operations.

WHEREAS, Village Council recognizes the need for the Property and Liability Insurance to be renewed for Village of Newton Falls operations to continue.

WHEREAS, Village Council recognizes to maintain Village of Newton Falls operations and renew the Property and Liability Insurance by April 1, 2024. This creates an emergency situation for the passage of this ordinance.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Interim City Manager enter into a contract with Assured Partners of Ohio, LLC for the renewal of the Village of Newton Falls Property and Liability Insurance Coverage through the Ohio Plan Risk Management Inc. for coverage from 04/01/2024 to 04/01/2025.

SECTION 2. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the citizens of the Village of Newton Falls to continue the Property and Liability Insurance coverage for Village of Newton Falls operations.

ORDINANCE 2024-15  
PAGE TWO

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
David Hanson, Mayor

Attest:

\_\_\_\_\_  
Michael Acomb, Clerk of Council

Approved as to Legal Form.

\_\_\_\_\_  
Jeff Limbian, Law Director

City of Newton Falls Coverage	Pool Limit	Pool Deductible	Ohio Plan Limit	Ohio Plan Deductible
General Liability	\$6,000,000	\$1,000	\$6,000,000/\$8,000,000	\$0
Law Enforcement	\$6,000,000	\$10,000	\$6,000,000/\$8,000,000	\$10,000
Public Officials	\$6,000,000/\$6,000,000	\$25,000	\$6,000,000/\$8,000,000	\$25,000
Employee Benefits	\$1,000,000	\$1,000	\$6,000,000/\$8,000,000	\$0
Stop Gap	\$1,000,000	\$1,000	\$6,000,000	\$0
Auto Liability	\$6,000,000	\$0	\$6,000,000	\$0
Uninsured/Underinsured	\$40,000		\$50,000	
Auto PD		\$1,000/\$1,000		\$1,000/\$1,000
Property Blanket Limit	\$48,740,012	\$2,500	\$50,343,186	\$1,000
Total Scheduled Equipment	\$2,747,397 (ACV)	\$1,000	\$1,679,911 (RC)	\$1,000
Total Unscheduled Equip	\$50,000 (ACV)	\$1,000	\$50,000 (RC)	\$1,000
Cyber	N/A		\$250,000	\$25,000
Premium:	\$157,687		\$162,886	
Notes:	Public Officials/Employment Pract. Liab/Employee Benefits are on an occurrence form. Retro date of 1/1/2015 has been used			
	Light Poles with vaue of \$874,000 were moved from Inland Marine to the Property Schedule			
	Transmission lines and poles limit is capped at \$1,000,000 with a \$50,000 deductible			
	EDP deductible was increase to \$1,000			
	Review Crime Deductibles in the proposal			
	Dam exposure - coverage applies for existence hazard only. Dam failure may be avaiable subject to review of dam surveys			
	Additional Information Needed:			
	Signed Acknowldgement of Membership on page 49 of 52 of the proposal			
	Signed Warranty & Disclosure Statement on page 50 of 52 in the proposal			



## Ohio Plan Package Proposal

### Village of Newton Falls

612 West Broad Street  
Newton Falls, OH 44444

**Effective Date of Coverage:** 04/01/24 to 04/01/25

▶ **Prepared by:**  
*AssuredPartners of Ohio, LLC*  
*3900 Kinross Lakes Parkway*  
*Richfield, OH 44286*



## BOARD OF DIRECTORS

With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio's public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection of local governments. The board of directors ensures the Ohio Plan meets the common needs of all its members.

### Board Officers

<p><b><u>Chris Gilbert</u></b> Ohio Plan - President Springfield Township Hamilton County cgilbert@springfieldtp.org</p>	<p><b><u>Joel Montgomery</u></b> Ohio Plan – Vice President City of Wooster Wayne County jmontgomery@woosteroh.com</p>	<p><b><u>Bret Henninger</u></b> Ohio Plan - Secretary Great Parks Hamilton County bhenninger@greatparks.org</p>
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### Board Members

<p><b><u>John Applegate</u></b> City of Union Montgomery County japplegate@unionoh.org</p>	<p><b><u>Erika Buri</u></b> Outdoor Sylvania Community Parks Lucas County eburi@olanderpark.com</p>	<p><b><u>Jim Crandall, CPA</u></b> Muskingum Watershed Conservancy District Tuscarawas County jcrandall@mwcd.org</p>
<p><b><u>Jamie Giguere</u></b> City of Wauseon Fulton County Jamie.giguere@cityofwauseon.com</p>	<p><b><u>Joseph F. Stefanov</u></b> City of New Albany Franklin County jstefanov@newalbanyohio.org</p>	<p><b><u>Jennifer Wilder</u></b> City of Oakwood Montgomery County wilder@oakwood.oh.us</p>

## MEMBER BENEFITS | PRODUCT & SERVICES

A majority of the Ohio Plan members stay with the Ohio Plan Risk Management Inc. year after year. The following are some of the reasons for their long-term commitment to the program.

### MEMBER BENEFITS

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- Membership retention is over 95% each year.
- Liability coverages are “Occurrence” forms.
- Policies are non-auditable.
- Ohio Plan is NOT an assessable program.
- Ohio Plan services are provided from Toledo, Ohio by the administrator, Hylant Administrative Services (HAS).
- Regional roundtables are sponsored throughout the year to promote membership benefit awareness, and to meet other members along with the local Ohio Plan board member, Ohio Plan regional representative, claim adjusters, servicing underwriters and risk managers.

### RISK MANAGEMENT SERVICES

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- Each member is provided with a risk manager responsible for identifying probable sources of risk and recommending improvement strategies.
- Risk Managers review established policy and procedure manuals and offer writing opinions.
- Committed to staying abreast of the changing conditions affecting Ohio’s public entities, while anticipating and planning for changes in state law, technological developments and new insurance services
- Ohio Plan publishes a newsletter three times a year, containing informative articles of interest to public entities. Features include legislative updates, training and seminar schedules, and in-depth stories on how best to manage risk and provide adequate, up-to-date coverage.

### CLAIM SERVICES

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- Professional claim service personnel specializing exclusively in public entity claims.
- Expertise in claim defenses and Ohio immunities.
- Panel of attorneys throughout Ohio specializing in public entity litigation.
- Legal hot line for member inquiries.

## MEMBER BENEFITS | PLAN ADVANTAGE

The Ohio Plan Advantage is a premium contribution that may be rewarded to a member on an annual basis based upon that member’s consecutive years of membership, loss ratio calculation and risk management practices.

Membership Years	Premium Contribution <sup>(1)</sup>
1 <sup>st</sup> Year with OPRM	Flat \$550
2 consecutive years	Flat \$550
3 consecutive years	Flat \$650
4 consecutive years	Maximum 3% - Minimum \$750
5 consecutive years	Maximum 3% - Minimum \$750
6 consecutive years	Maximum 4% - Minimum \$750
7 consecutive years	Maximum 5% - Minimum \$750
8 consecutive years	Maximum 6% - Minimum \$750
9 consecutive years	Maximum 7% - Minimum \$750
10 consecutive years	Maximum 8% - Minimum \$750
11 – 16 consecutive years	Maximum 9% - Minimum \$750
17 – 21 consecutive years	Maximum 11% - Minimum \$750
22 – 26 consecutive years	Maximum 14% - Minimum \$750
27 – 31 consecutive years	Maximum 16% - Minimum \$750
32+ consecutive years	Maximum 19% - Minimum \$750

<sup>(1)</sup> Lexipol subscribers/users receive an additional 1% contribution after completion of their three year initial Lexipol period.

### Loss Ratio Calculation - Maximum Points 60:

The loss ratio score is equal to the difference between 60, the maximum points available, and the member’s loss ratio for the most recent 5 completed policy years preceding the policy term during which the renewal premium of the member is calculated. (For members with less than 5 consecutive policy years of membership, the loss ratio will be based on the number of completed Ohio Plan policy years preceding the policy term during which the renewal premium of the member is calculated.) A member’s loss ratio is calculated by dividing the member’s incurred losses by the premium.





## MEMBER BENEFITS | PLAN ADVANTAGE

### **Risk Management Calculation - Maximum Points 40:**

The risk management score is a calculation based upon actions taken by a member to address 8 core areas of risk. Each area of risk will be weighted equally and each area will be rated separately. Scoring within each area will either be a 0, 1, 3, or 5 (i.e. if a member has all 3 elements in a core area, they will receive 5 points. If they have no elements, they will receive a 0.)

A member must provide a response to risk management recommendations in order to qualify for the Risk Management portion of the Plan Advantage.

### **Eight Core Areas of Risk**

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#### **1 Employee Manuals**

- Employee Manual is current
- Distributed to employees with an acknowledgement that they received the manual
- Employees have been trained on the manual

#### **2 Background Checks**

- Performed as part of the hiring process
- Annual Motor Vehicle Report process
- Volunteers

#### **3 Contracts**

- Contracts are written and include the appropriate hold harmless and additional insured language (when applicable)
- They have been reviewed by the member's legal counsel
- Member has obtained the necessary certificates of insurance

#### **4 Inspections (performed for each area below are documented and correction actions being taken)**

- Building
- Vehicles
- Grounds

#### **5 Citizen Complaints**

- A formal process exists and has been communicated
- A method of documentation exists
- Complaints are responded to and being resolved

#### **6 Cyber Data Protection**

- Multiple layers of authentication
- Isolated systems for financial transactions

- A robust process to detect and prevent malicious programs from embedding themselves into data systems

## **7 Public Records**

- Records Retention Matrix
- Records properly stored and secured
- Public records request policy

## **8 Employee Training**

- Complete Hazcom Training update from OSHA
- Updated PPE assessment for reflective clothing
- Job Descriptions



## MEMBER BENEFITS | LEXIPOL

The Ohio Plan has partnered with Lexipol in order to offer Ohio Plan members enhanced risk management tools for their public safety departments. Lexipol is America’s leading provider of risk management solutions for public safety organizations. They provide **law enforcement** and **fire departments** with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

The partnership with Lexipol provides Ohio Plan members a discount off their Lexipol subscription fees.<sup>(1)</sup> In addition, to further encourage proactive risk management and assist members with the expense of this invaluable service, the Ohio Plan established a Lexipol Subscription Subsidy program.<sup>(2)</sup>

Lexipol Subscription Subsidy Program	
<b>1<sup>st</sup> Year Lexipol Subscription Fee</b>	50% Ohio Plan Reimbursement
<b>2<sup>nd</sup> Year Lexipol Subscription Fee</b>	30% Ohio Plan Reimbursement
<b>3<sup>rd</sup> Year Lexipol Subscription Fee</b>	20% Ohio Plan Reimbursement

<sup>(1)</sup> Lexipol’s fee and discount structure is provided separately.

<sup>(2)</sup> Subject to receipt of the Ohio Plan’s Lexipol Subscription Subsidy Program Participation Agreement.

Lexipol brings the following advantages to law enforcement and/or fire agencies:

- The Lexipol system helps public safety organizations reduce risk and stay ahead of litigation trends.
- Provides regular client alerts in response to precedent-setting court decisions. Urgent updates are provided when needed.
- Public safety agencies have a clear, straightforward, professional policy manual that is legally defensible.
- The Lexipol state-specific policy manual is easily accessible by all members of your department because it is web-based and available 24/7.

To learn more about the Ohio Plan’s Lexipol Subscription Subsidy Program please visit [ohioplan.org](http://ohioplan.org) or to learn more about Lexipol’s services go to [Lexipol.com](http://Lexipol.com).



**Entity Name:** Village of Newton Falls

## PROPERTY

COVERAGE DESCRIPTION	LIMITS
Building and Personal Property	\$50,343,186
Specific Building and Personal Property <i>See the Property Schedule for those locations covered on a blanket limit vs. specific basis.</i>	\$ 0
Flood and Mudslide	\$1,000,000
Earthquake and Volcanic Eruption	\$1,000,000
Business Income with Extra Expense	\$500,000
Legal Liability – Real Property	\$1,000,000
Ordinance or Law Coverage	\$500,000

**CAUSES OF LOSS:** Special Form – Risks of direct physical loss subject to specified exclusions and limitations.

**COINSURANCE:** Agreed Amount

**VALUATION:** See Property Schedule

**DEDUCTIBLES:**

- Per Occurrence: \$1,000
- Electric Substations and Transformers: \$10,000
- Flood and Mudslide: \$50,000
- Earthquake and Volcanic Eruption: \$50,000
- Unmanned Aerial Systems:

**MAJOR EXCLUSIONS:**


- Terrorism
- Pollution
- Mold
- Electronic Functionality
- Flood zones A and V, even if flood coverage is purchased

**Entity Name:** Village of Newton Falls

## PROPERTY

### ADDITIONAL COVERAGE/ EXTENSIONS:

• Accounts Receivable	\$250,000
• Animal Mortality/Injury	\$40,000
• Arson Reward	\$25,000
• Athletic Fields – Natural and Artificial Turf	\$200,000
• Builders Risk	\$500,000
• Building Glass Coverage	Included
• Cemetery Buildings	\$25,000
• Claim Preparation Expense	\$50,000
• Commandeered Property	\$100,000
• Crime Reward	\$1,000 Per Person Subject to \$5,000 Maximum
• Electronic Data	\$1,000
• Expediting Expense	\$250,000
• Debris Removal	25% of Loss
• Fine Arts	\$25,000
• Fire Department Service Charge	Actual Fire Department Service Charge
• Fire Protective Devices	\$5,000
• Inflation Guard	6%
• Lock Re-Keying	\$2,500
• Newly Acquired/Constructed Property	
Building	\$2,000,000/180 days
Personal Property	\$1,000,000/180 days
• Non-owned Detached Trailers	\$5,000
• Outdoor Property	\$100,000
Any One Tree, Shrub or Plan	\$1,000
Any Other Single Item	\$5,000
• Paved Surfaces	\$100,000
• Personal Effects of Employees – Per Claim	\$2,500
• Preservation of Property	Included
• Pollution Clean-up	\$100,000
• Property in Transit	\$100,000



Entity Name: Village of Newton Falls

## PROPERTY SCHEDULE

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION <sup>(1)</sup>	SPECIFIC LIMIT
1	1	Office Building	19 N. Canal Street	\$4,561,009	\$377,801	\$ 0	RC	
1	2	Flag Poles, Tower, Sign, Siren	19 N. Canal Street	\$ 0	\$ 0	\$61,253	RC	
1	3	Garage/Storage	19 N. Canal Street	\$200,889	\$5,000	\$ 0	RC	
3	1	Community Center - Parks	50 E. Quarry Street	\$2,500,000	\$200,000	\$ 0	RC	
4	1	Restroom - Parks	52 E. Quarry Street	\$133,617	\$2,181	\$ 0	RC	
4	2	Bleachers, Fence, Lights, Tennis, BB Court, Grills	52 E. Quarry Street	\$ 0	\$ 0	\$306,281	RC	
4	3	Concessions - Parks	52 E. Quarry Street	\$186,246	\$10,102	\$ 0	RC	
4	4	Shelter #1 - Parks	52 E. Quarry Street	\$58,292	\$ 0	\$ 0	RC	
4	5	Shelter #2 - Parks	52 E. Quarry Street	\$53,333	\$ 0	\$ 0	RC	
4	6	Dugouts - Park	52 E. Quarry Street	\$71,717	\$ 0	\$ 0	RC	
4	7	Shelter #3 - Park	52 E. Quarry Street	\$36,264	\$ 0	\$ 0	RC	
5	1	Maintenance Building #1	52 E. Church Street	\$218,521	\$54,439	\$ 0	RC	
5	2	Maintenance Building #2	52 E. Church Street	\$76,395	\$16,985	\$ 0	RC	
5	3	Maintenance Building #3	52 E. Church Street	\$34,846	\$5,787	\$ 0	RC	

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION <sup>(1)</sup>	SPECIFIC LIMIT
5	4	Maintenance Building #4	52 E. Church Street	\$79,690	\$13,409	\$ 0	RC	
5	5	Maintenance Building #5	52 E. Church Street	\$36,333	\$2,651	\$ 0	RC	
5	6	Maintenance Building #6	52 E. Church Street	\$156,100	\$17,013	\$ 0	RC	
5	7	Maintenance Building #7	52 E. Church Street	\$232,669	\$35,719	\$ 0	RC	
5	8	Maintenance Building #8	52 E. Church Street	\$210,416	\$37,408	\$ 0	RC	
5	9	Maintenance Building #9	52 E. Church Street	\$218,830	\$40,025	\$ 0	RC	
5	10	Electric Sub Station	52 E. Church Street	\$3,486,146	\$ 0	\$ 0	RC	
5	11	Fences and Lighting	52 E. Church Street	\$ 0	\$ 0	\$16,190	RC	
5	12	Storage - Salt	52 E.Church Street	\$94,189	\$ 0	\$ 0	RC	
6	1	Line Shop - Electric Dept.	53 E. Church Street	\$883,184	\$183,638	\$ 0	RC	
7	1	Office - Water Dept.	135 River Street	\$505,656	\$133,902	\$ 0	RC	
8	1	Water Treatment Plant	175 River Road	\$10,580,406	\$138,305	\$ 0	RC	
8	2	Fences and Lighting	175 River Road	\$ 0	\$ 0	\$18,246	RC	
8	3	Garage - Water Dept.	175 River Road	\$77,564	\$10,471	\$ 0	RC	
8	4	Pre-Sediment Basin - Water Dept.	175 River Road	\$553,225	\$ 0	\$ 0	RC	
8	5	Reservoir - Water Dept.	175 River Road	\$553,225	\$ 0	\$ 0	RC	
8	6	Generator - Water Dept.	175 River Road	\$82,983	\$ 0	\$ 0	RC	
8	7	North Sediment Basin - Water Dept.	175 River Road	\$304,273	\$ 0	\$ 0	RC	



PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION <sup>(1)</sup>	SPECIFIC LIMIT
8	8	South Sediment Basin - Water Dept.	175 River Road	\$345,765	\$ 0	\$ 0	RC	
8	9	Carbon Building	175 River Road	\$318,102	\$ 0	\$ 0	RC	
8	10	Water Hauler Station	175 River Road	\$55,422	\$ 0	\$ 0	RC	
9	1	Water Intake	2925 Riverside Drive	\$84,810	\$78,287	\$ 0	RC	
9	2	Generator	2925 Riverside Drive	\$41,491	\$ 0	\$ 0	RC	
10	1	Wastewater Treatment Plant	500 Warren Road	\$5,558,150	\$ 0	\$ 0	RC	
10	2	Vehicle Garage	500 Warren Road	\$59,418	\$ 0	\$ 0	RC	
10	3	Electric Sub Station	500 Warren Road	\$3,735,174	\$ 0	\$ 0	RC	
10	4	Belt Press Building	500 Warren Road	\$215,550	\$ 0	\$ 0	RC	
10	5	Tanks & Basins	500 Warren Road	\$3,914,320	\$ 0	\$ 0	RC	
10	6	Maintenance Garage	500 Warren Road	\$57,018	\$2,306	\$ 0	RC	
11	1	Meter Building	Route 534	\$879,637	\$ 0	\$ 0	RC	
12	1	Meter Station	1018 Warren-Ravenna Road	\$503,225	\$ 0	\$ 0	RC	
13	1	Water Tower	120 Broad Street	\$1,936,284	\$ 0	\$ 0	RC	
13	2	Water Tower Repeater Building	120 Broad Street	\$4,148	\$9,682	\$ 0	RC	
14	1	Lift Station #1	608 Artesian Avenue	\$356,137	\$ 0	\$ 0	RC	
15	1	Lift Station #2	119 W. Main Street	\$356,137	\$ 0	\$ 0	RC	
16	1	Lift Station #3	150 N. Canal Street	\$356,137	\$ 0	\$ 0	RC	

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION <sup>(1)</sup>	SPECIFIC LIMIT
17	1	Lift Station #4	125 Ridge Road	\$356,137	\$ 0	\$ 0	RC	
18	1	Lift Station #5	110 Arlington Road	\$427,365	\$ 0	\$ 0	RC	
19	1	Lift Station #6	242 E. Main Street	\$427,365	\$ 0	\$ 0	RC	
19	2	Fencing	242 E. Main Street	\$ 0	\$ 0	\$1,426	RC	
20	1	Lift Station #7	1025 First Street	\$356,137	\$ 0	\$ 0	RC	
21	1	Lift Station #8	10027 Woodglen Avenue	\$359,251	\$ 0	\$ 0	RC	
21	2	Fencing	10027 Woodglen Avenue	\$ 0	\$ 0	\$1,426	RC	
22	1	Lift Station #9	131 Albert Street	\$14,246	\$ 0	\$ 0	RC	
23	1	Lift Station #10	Route 5	\$142,454	\$ 0	\$ 0	RC	
24	1	Gazebo - Veterans Park	33 Ridge/Broad Streets	\$50,239	\$ 0	\$ 0	RC	
24	2	Benches	33 Ridge/Broad Streets	\$ 0	\$ 0	\$8,039	RC	
24	3	Gazebo #2	33 Ridge/Broad Streets	\$75,358	\$ 0	\$ 0	RC	
25	1	Play Equipment	W. 6th Street	\$39,596	\$ 0	\$ 0	RC	
25	2	Building	W. 6th Street	\$39,935	\$ 0	\$ 0	RC	
26	1	Building - Elizabeth Park	Elizabeth Street	\$76,451	\$ 0	\$ 0	RC	
27	1	Lift Station #11	2701 East River Road	\$34,459	\$39,850	\$ 0	RC	
28	1	Lift Station #12	2801 West River Road	\$51,978	\$39,850	\$ 0	RC	
29	1	Lift Station #13 - Contents	2901 Medley Ave	\$25,000	\$ 0	\$ 0	RC	

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION <sup>(1)</sup>	SPECIFIC LIMIT
30	1	Lift Station #14 - Contents	3001 Washington Street	\$25,000	\$ 0	\$ 0	RC	
31	1	Church Building - New Town Hall	612 W. Broad Street	\$874,000	\$100,000	\$ 0	RC	
32	1	Downtown Lighting Poles	Various	\$ 0	\$ 0	\$35,100	RC	
33	1	Light Poles	Various	\$ 0	\$ 0	\$2,500	RC	
<b>TOTAL</b>				<b>\$48,337,914</b>	<b>\$1,554,811</b>	<b>\$450,461</b>		

- <sup>(1)</sup> RC Replacement Cost
- ACV Actual Cash Value
- FRC Functional Replacement Cost
- HV Historical Value

**Entity Name:** Newton Falls, Village of

## EQUIPMENT BREAKDOWN

COVERAGE DESCRIPTION	LIMITS
Property Damage - Any One Accident	\$50,343,186
Ammonia Contamination	\$250,000
Consequential Damage	\$250,000
Expediting Expenses	\$250,000
Hazardous Substance	\$250,000
Utility Interruption	\$250,000

**COVERED LOCATIONS:** As Scheduled on Application

**COVERAGE:** Comprehensive

**RECOVERY:** Repair or Replace

**DEDUCTIBLES:**

- Property Damage: \$1,000
- Deep Well Pumps, Electrical Substations and Transformers: \$10,000

**MAJOR EXCLUSIONS:**

- Terrorism
- Mold
- Electronic Functionality

**INSPECTIONS:** State Boiler Inspections are required annually. Boiler Inspections are completed by Chubb through the Ohio Plan at no charge. Contact your Ohio Plan representative to schedule an appointment.

**Entity Name:** Village of Newton Falls

## SPECIAL PROPERTY (INLAND MARINE)

COVERAGE DESCRIPTION	LIMITS
Special Property - Scheduled	\$1,679,911
Special Property - Unscheduled (Any One Item \$15,000 or less)	\$50,000

- CAUSES OF LOSS:** Special Form – Risks of direct physical loss subject to specified exclusions and limitations.
- COINSURANCE:** None
- VALUATION:** Replacement Cost – Scheduled Values
- DEDUCTIBLE:** \$1,000
- COVERAGE INCLUDES:** Newly acquired equipment up to \$100,000 for 30 days after purchase.
- MAJOR EXCLUSIONS:**
- Terrorism
  - Mold
  - Electronic Functionality

## SCHEDULED FINE ARTS

COVERAGE DESCRIPTION	LIMITS
Fine Arts - Scheduled	0

- CAUSES OF LOSS:** Risks of direct physical loss subject to specified exclusions and limitations.
- COINSURANCE:** None
- VALUATION:** Market Value

- DEDUCTIBLE:** Not Covered
- COVERAGE INCLUDES:** Newly acquired property up to \$5,000 for 30 days after purchase, pair, sets and parts clause and redisplay.
- MAJOR EXCLUSIONS:**
- Breakage of Fragile Property
  - Earthquake
  - Fungus
  - Mold
  - Water

## TRANSMISSION AND DELIVERY LINES

COVERAGE DESCRIPTION	LIMITS
Transmission And Delivery Lines	1000000

- CAUSES OF LOSS:** Risks of direct physical loss subject to specified exclusions and limitations.
- COINSURANCE:** None
- VALUATION:** Replacement Cost
- DEDUCTIBLE:** 50000
- COVERAGE INCLUDES:** Newly acquired equipment up to \$10,000, Debris Removal and Pollution Clean Up.
- MAJOR EXCLUSIONS:**
- Government Action
  - Nuclear hazard
  - Collapse
  - Faulty, Inadequate Or Defective Planning, Zoning, Development, Design, Construction And Maintenance
  - Wear And Tear

**Entity Name:** Village of Newton Falls

## SPECIAL PROPERTY SCHEDULE

ITEM#	DESCRIPTION	SERIAL NO.	VALUE
1	Equipment Schedule on file		\$1,552,982
2	Police Equipment - Schedule on File		\$126,929
<b>TOTAL</b>			<b>\$1,679,911</b>

## FINE ARTS SCHEDULE

ITEM#	DESCRIPTION	VALUE
<b>TOTAL</b>		<b>\$ 0</b>

**Entity Name:** Village of Newton Falls

## COMPUTER

COVERAGE DESCRIPTION	LIMITS
Computer Equipment	\$3,229,500
Media and Data	\$50,000
Property Away from Premises	\$5,000
Computer Virus	\$1,000
Business Income	Not Covered
Extra Expense	\$50,000

**CAUSES OF LOSS:** Special Form – Risks of direct physical loss subject to specified exclusions and limitations.

**COINSURANCE:** None

**VALUATION:**

- Computer Equipment – Replacement Cost
- Data and Media – Reconstruction Cost

**DEDUCTIBLES:**

- Equipment/Media and Data: \$1,000
- Business Income: Not Covered
- Extra Expense: None

**COVERAGE INCLUDES:**

- Short Circuit/Electrical Disturbance – Up to \$25,000
- Computer Equipment in Transit

**MAJOR EXCLUSIONS:**

- Terrorism
- Mold
- Electronic Functionality



**Entity Name:** Village of Newton Falls

## SUMMARY OF COVERAGE

CRIME COVERAGE	LIMITS
Public Employee Dishonesty <sup>1</sup>	\$400,000
Inside the Premises – Theft of Money and Security	\$50,000
Outside the Premise	\$50,000
Forgery and Alterations	\$100,000
Computer Fraud <sup>1</sup>	\$400,000
Funds Transfer Fraud <sup>1</sup>	\$100,000
Social Engineering Fraud <sup>2</sup>	\$25,000
Destruction of Electronic Data or Computer Programs	\$5,000
Telephone Toll Fraud	\$5,000
Credit, Debit or Charge Cards	\$5,000
<b>Deductibles</b>	
Public Employee Dishonesty	\$2,500
Inside the Premises	\$ 250
Outside the Premise	\$ 250
Forgery and Alterations	\$1,000
Computer Fraud	\$2,500
Funds Transfer Fraud	\$1,000
Social Engineering Fraud	\$ 250
Destruction of Electronic Data or Computer Programs	\$ 250
Telephone Toll Fraud	\$ 250
Credit, Debit or Charge Cards	\$ 250

- Social Engineering Fraud is specifically excluded from the noted coverage agreements and only available under the separate Social Engineering Fraud coverage agreement.*
- Employees must make a reasonable effort to verify, but not through email, the authenticity of any change of account request or transfer instruction.*

CRIME POSITION/INDIVIDUAL SCHEDULE			
POSITION	INDIVIDUAL'S FULL NAME	LIMIT	EXCESS OF BOND

# GENERAL LIABILITY

**NAMED MEMBER:** VILLAGE OF NEWTON FALLS

**POLICY TERM:** 04/01/24 to 04/01/25

COVERAGE DESCRIPTION	LIMITS
Bodily Injury and Property Damage – Each Occurrence	\$6,000,000
General Aggregate	\$8,000,000
Products – Completed Operations Aggregate	\$8,000,000
Personal & Advertising Injury – Each Offense	\$6,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Unmanned Aerial Systems	

**COVERAGE FORM:** Occurrence

**COVERAGE:** Pays amounts you are legally required to pay resulting from bodily injury to others or damage to property of others.

**DEDUCTIBLE:** \$0

**DEFENSE COSTS:** In addition to the Coverage Limit

- WHO IS COVERED:**
- Named Member
  - Members of the Governing Body
  - Members of any Boards or Commissions
  - Elected or Appointed Officials
  - Employees
  - Volunteers

## GENERAL LIABILITY

### COVERAGE INCLUDES:

- Host Liquor Liability
- Special Events Liability – Excludes firework displays unless listed as a separate exposure on the application
- Contractual Liability for Covered Contracts
- No Fellow Employee Exclusion
- Care, Custody and Control Coverage - \$100,000 Limit
- Sewer Backup
- Governmental Medical Liability
- Cemetery Professional Liability (Does not apply to Libraries)
- See Liability Exposures Schedule, if applicable

### MAJOR EXCLUSIONS:

- Terrorism
- Asbestos Hazard
- Lead
- Medical Payments for Athletic Events
- Nuclear
- Electronic Functionality
- Mold
- Pollution

### POLLUTION EXCEPTIONS:

- Pesticide or Herbicide Application:
- Water Treatment Chemical Application: Included
- Swimming Pool Chemical Application: Excluded
- Streets and Roads Chemical Application: Included
- Fire and Hazmat Chemical Application: Excluded
- Mace, Pepper Spray, Tear Gas Release: Included

**Entity Name:** Village of Newton Falls

## EMPLOYEE BENEFITS LIABILITY

COVERAGE DESCRIPTION	LIMITS
Each Incident	\$6,000,000
Annual Aggregate	\$8,000,000

**COVERAGE FORM:** Occurrence

**COVERAGE:** Pays amounts you are legally required to pay resulting from an act, error or omission in the administration of your employee benefits.

**DEDUCTIBLE:** Not Applicable

**DEFENSE COSTS:** In addition to the Coverage Limit

**WHO IS COVERED:**

- Named Member
- Members of the Governing Body
- Members of any Boards or Commissions
- Elected or Appointed Officials
- Employees

**MAJOR EXCLUSIONS:**

- Terrorism
- Mold

**Entity Name:** Village of Newton Falls

## EMPLOYERS LIABILITY

COVERAGE DESCRIPTION	LIMITS
Bodily Injury by Accident – Each Accident	\$6,000,000
Bodily Injury by Disease – Each Employee	\$6,000,000
Bodily Injury by Disease – Aggregate	\$6,000,000

**COVERAGE FORM:** Occurrence

**COVERAGE:** Pays amounts you are legally required to pay resulting from bodily injury, sickness or disease by accident or disease arising out of your employment.

**DEDUCTIBLE:** Not Applicable

**DEFENSE COSTS:** In addition to the Coverage Limit

**WHO IS COVERED:**

- Named Member
- Members of the Governing Body
- Members of any Boards or Commissions
- Elected or Appointed Officials

**MAJOR EXCLUSIONS:**

- Terrorism
- Mold

**Entity Name:** Village of Newton Falls

## PUBLIC OFFICIALS ERRORS AND OMISSIONS & EMPLOYMENT PRACTICES LIABILITY

COVERAGE DESCRIPTION	LIMITS
Errors & Omissions – Each Wrongful Act	\$6,000,000
Errors & Omissions – Annual Aggregate	\$8,000,000
Employment Practices – Each Wrongful Act	\$6,000,000
Employment Practices – Annual Aggregate	\$8,000,000
Back Wages – Annual Aggregate	\$25,000
Non-Monetary Defense – Annual Aggregate	\$25,000

- DEDUCTIBLE:**
- Errors and Omissions: \$25,000
  - Employment Practices \$25,000
  - Back Wages: \$1,000
  - Non-Monetary Defense: \$1,000

**COVERAGE FORM:** Occurrence

**COVERAGE:** Pays amounts you are legally required to pay resulting from any error, omission, neglect, breach of duty or violation of Federal Civil or State Civil Rights laws committed in the discharge of duties.

**DEFENSE COSTS:** In addition to the Coverage Limit with the exception of Back Wages.

- WHO IS COVERED:**
- Named Member
  - Members of the Governing Body
  - Members of any Boards or Commissions
  - Elected or Appointed Officials
  - Employees

- MAJOR EXCLUSIONS**
- Terrorism
  - Mold
  - Electronic Functionality

**Entity Name:** Village of Newton Falls

## LAW ENFORCEMENT OFFICERS LIABILITY

COVERAGE DESCRIPTION	LIMITS
Each Wrongful Act	\$6,000,000
Annual Aggregate	\$8,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000

**DEDUCTIBLE:** \$10,000

**COVERAGE FORM:** Occurrence

**COVERAGE:** Pays amounts you are legally required to pay resulting from any act, error or omission, neglect or breach of duty while conducting law enforcement activities.

**DEFENSE COSTS:** In addition to the Coverage Limit

**WHO IS COVERED:**

- Named Member
- Members of the Governing Body
- Members of any Boards or Commissions
- Elected or Appointed Officials
- Employees

**COVERAGE INCLUDES:** Moonlighting of Officers, subject to department approval.

**MAJOR EXCLUSIONS:**

- Terrorism
- Mold

**Entity Name:** Village of Newton Falls

## AUTOMOBILE

COVERAGE DESCRIPTION	LIMITS
Bodily Injury Liability and Property Damage Liability Combined Single Limit – Each Accident	\$6,000,000
Uninsured/Underinsured Motorists Bodily Injury	\$50,000
Medical Payments – Each Accident	\$5,000

<b>DEDUCTIBLE:</b>	Liability	0
	Comprehensive and Collision	Refer to Auto Schedule

**AUTOMOBILES:** Refer to Auto Schedule

- COVERAGE INCLUDES:**
- Non-Owned and Hired Automobile Liability
  - No Fellow Employee Exclusion
  - Hired Auto Physical Damage - \$50,000  
Comprehensive Deductible - \$250  
Collision Deductible - \$500
  - Lease Gap Coverage - \$25,000
  - Rental Reimbursement - \$50 per day/\$1,500 max.
  - Freezing or extreme temperatures for equipment used for street, road or sewer construction, maintenance or cleaning

### EMERGENCY AUTOS

- COVERAGE INCLUDES:**
- Emergency Hired Auto Physical Damage -  
Comprehensive Deductible -  
Collision Deductible -
  - Rental Reimbursement - \$500 per day/\$10,000 max.
  - Freezing or Extreme Temperatures
  - Recertification

- MAJOR EXCLUSIONS:**
- Terrorism
  - Mold

Automobile coverage is subject to acceptable state motor vehicle reports. Coverage will be excluded for any covered auto while being operated by a driver that does not meet the Ohio Plan's acceptability standards.

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.



Entity Name: Village of Newton Falls

## AUTOMOBILE SCHEDULE

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
1		1993	Chevy Van G10	6366	\$12,797		Electric	\$1,000	\$1,000	ACV
2		1993	International Dump 4900	5163			Streets	Not Covered	Not Covered	ACV
3		1996	Ford Digger Derrick Truck	5969	\$112,000		Electric	\$1,000	\$1,000	ACV
4		2002	Dodge Ram 3500	5292	\$55,000		Wastewater	\$1,000	\$1,000	ACV
5		2001	Dodge Ram 3500	1103			Streets	Not Covered	Not Covered	ACV
6		2003	Ford 150 Pickup	4933			Electric	Not Covered	Not Covered	ACV
7		2004	Chevy EX2 Express Van	2764	\$15,586		Wastewater	\$1,000	\$1,000	ACV
8		2004	Ford F3D Super Duty Pickup	7006	\$23,857		Streets	\$1,000	\$1,000	ACV
9		1997	International Dump	3547	\$75,000		Streets	\$1,000	\$1,000	ACV
10		2007	GMC Sierra	7377	\$21,528		Wastewater	\$1,000	\$1,000	ACV
11		2006	GMC Sierra	5384	\$21,727		Electric	\$1,000	\$1,000	ACV
12		2009	International 430 Truck	3885	\$153,235		Electric	\$1,000	\$1,000	ACV
13		2009	Ford Explorer	2546	\$22,623		Planning and Zoning	\$1,000	\$1,000	ACV
14		2009	Ford Crown Victoria	1098	\$22,168		Police	\$1,000	\$1,000	ACV
15		2011	Ford F2S SRW Superduty	5988	\$21,550		Streets	\$1,000	\$1,000	ACV
16		2013	Dodge	7693	\$15,900		Police	\$1,000	\$1,000	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
Avenger										
17		2003	Elgin Street Sweeper	8869	\$57,500		Streets	\$1,000	\$1,000	ACV
18		2014	GMC Sierra	9913	\$35,000		Water	\$1,000	\$1,000	ACV
19		2015	Ford F250	3739	\$40,500		Streets	\$1,000	\$1,000	ACV
20		2015	Chevy Equinox	7526	\$24,000		Administration	\$1,000	\$1,000	ACV
21		2011	Ford F250	5618	\$38,500		Water	\$1,000	\$1,000	ACV
22		2016	GapVax MC229 Truck			\$397,579	Wastewater	\$1,000	\$1,000	RC
23		2017	Ford Explorer, Police Dept		\$46,000		Police	\$1,000	\$1,000	ACV
24		2017	Ford Explorer, Police Dept.		\$46,000		Police	\$1,000	\$1,000	ACV
25		2013	Ford Explorer		\$30,000		Police	\$1,000	\$1,000	ACV
26		2017	Ford F150 Pickup		\$34,000		Water	\$1,000	\$1,000	ACV
27		2018	Ford Explorer		\$47,500		Police	\$1,000	\$1,000	ACV
28		2014	Ford Explorer		\$32,000		Police	\$1,000	\$1,000	ACV
29		2014	Ford Taurus		\$30,000		Police	\$1,000	\$1,000	ACV
30		2019	Ford F350 Truck with water utility equipment		\$66,532		Water	\$1,000	\$1,000	ACV
31		2019	Ford F550 with Western Plow and Dump Body		\$76,962		Water	\$1,000	\$1,000	ACV
32		2013	Ford Taurus		\$30,500		Police	\$1,000	\$1,000	ACV
33		2019	Ford F550 with Steel Dump Body/Plow		\$88,780		Streets	\$1,000	\$1,000	ACV
34		1990	Windsor Trailer				Electric	Not Covered	Not Covered	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
35		2010	Polaris ATV 800 XP		\$15,000			\$1,000	\$1,000	ACV
36		2015	GMC Truck		\$30,000		Electric	\$1,000	\$1,000	ACV
37		1994	Harben Trailer		\$7,000		Streets	\$1,000	\$1,000	ACV
38		2020	Ford Explorer		\$30,000		Water	\$1,000	\$1,000	ACV
39		2016	Freightliner		\$233,640		Electric	\$1,000	\$1,000	ACV
40		1999	Harben Trailer w/attached flusher		\$50,000		Wastewater	\$1,000	\$1,000	ACV
41		2023	Ford Explorer		\$47,367		Police	\$1,000	\$1,000	ACV
42		2014	Ford Taurus	4804	\$28,500		Police	\$1,000	\$1,000	ACV
43		2014	Ford Taurus	3005	\$28,500		Police	\$1,000	\$1,000	ACV
44		2000	Ford Taurus	9171	\$28,500		Police	\$1,000	\$1,000	ACV
45		2003	Ford Crown Vic	964	\$27,400		Police	\$1,000	\$1,000	ACV
46		2013	Dodge Avenger		\$18,995		Police	\$1,000	\$1,000	ACV
<b>TOTAL</b>					\$1,841,647	\$397,579				

**Entity Name:** Village of Newton Falls

# CYBER

COVERAGE DESCRIPTION	LIMITS
Data Breach and Privacy Liability – Each Claim	\$250,000
Data Breach Loss to Member – Each Unauthorized Access	\$250,000
Electronic Media Liability – Each Claim	\$250,000
Breach Mitigation Expense – Each Unintentional Data Compromise	\$250,000
Bricking Sublimit	\$50,000
Policy Aggregate	\$250,000

**COVERAGE FORM:** Claims Made

DEDUCTIBLE:		
	Data Breach and Privacy Liability	\$25,000
	Data Breach Loss to Member	\$25,000
	Electronic Media Liability	\$25,000
	Breach Mitigation Expense	\$25,000
	Bricking	\$25,000

RETROACTIVE DATE:		
	Data Breach and Privacy Liability	04/01/24
	Electronic Media Liability	04/01/24

**DEFENSE COSTS:** Included within the Coverage Limit

**EXTENDED REPORTING PERIOD:** 12 Months for 100% of Cyber Premium

- WHO IS COVERED:**
- Named Member
  - Members of the Governing Body
  - Members of any Boards or Commissions
  - Elected or Appointed Officials
  - Employees
  - Volunteers

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**Entity Name:** Village of Newton Falls

## TERRORISM | PROPERTY

COVERAGE DESCRIPTION	LIMITS
Building and Personal Property	\$56,907,597 <sup>(1)</sup>

Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

<sup>(1)</sup> Subject to a \$100,000,000 per occurrence limit and a \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical Cleanup.

**TERM:** November 1, 2023 to November 1, 2024

**VALUATION:** Replacement Cost

**DEDUCTIBLE:** \$25,000

**ADDITIONAL COVERAGE:**

- Biological and Chemical Cleanup
- Debris Removal
- Extra Expense
- Business Interruption

The additional coverage afforded does not increase the per location aggregate, the Ohio Plan's aggregate limit or the sublimit shown above.

**Entity Name:** Village of Newton Falls

## TERRORISM | PROPERTY

**MAJOR EXCLUSIONS:**

- Nuclear
- War
- Seizure or Illegal Occupation
- Chemical or Biological
- Electronic
- Vandals
- Increased Cost
- Consequential
- Loss of Use
- Failure to Supply
- Threat or Hoax
- Burglary

**EXCLUDED PROPERTY:**

- Land
- Power Transmission Lines
- Vacant Buildings
- Aircraft, Watercraft
- Vehicles
- Animals, Plants
- Property in Transit

**Entity Name:** Village of Newton Falls

## TERRORISM | LIABILITY

COVERAGE DESCRIPTION	LIMITS
Each Occurrence per Member	\$6,000,000
Annual Aggregate per Member	\$8,000,000

**TERM:** November 1, 2023 to November 1, 2024

**DEDUCTIBLE:** \$10,000

**COVERAGE FORM:** Claims Made

**COVERAGE:** Bodily Injury and Property Damage

**DEFENSE COSTS:** Included in the Coverage Limit

**WHO IS COVERED:** Named Member

**ADDITIONAL COVERAGE:**

- Nuclear
- War
- Seizure or Illegal Occupation
- Pollutants
- Chemical or Biological
- Electronic
- Vandals
- Failure to Supply
- Threat or Hoax
- Punitive Damages

**Entity Name:** Village of Newton Falls

## MALICIOUS ACT

COVERAGE DESCRIPTION	LIMITS
Malicious Act General Aggregate Limit	Not Covered
Death Benefit Aggregate Limit	Not Covered
Death Benefit Limit - Per Member	Not Covered
Medical Expense Aggregate Limit	Not Covered
Medical Expense Limit - Per Member	Not Covered
Funeral Services Aggregate Limit	Not Covered
Funeral Services Limit - Per Member	Not Covered
Personal Counseling Aggregate Limit	Not Covered
Personal Counseling Limit - Per Member	Not Covered
Travel Services Aggregate Limit	Not Covered
Travel Services Limit - Per Member	Not Covered

### SUPPLEMENTARY PAYMENTS:

- Group Trauma Counseling Services
- Extra Security
- Temporary Workers
- Rental Substitute
- Job Retraining Expenses
- Recruitment Costs
- Crisis Management

### COVERAGE:

Pays a death benefit, medical expenses and additional expenses in addition to the Supplementary Payments noted above as a result of bodily injury arising out of a malicious act including hostage taking.

### WHO IS A MEMBER:

- Elected or Appointed Officials
- Employees, Temporary Workers, Authorized Volunteers
- Visitors, Customer, Contractors, and Vendors

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**MAJOR EXCLUSIONS:**

- Asbestos
- Lead
- Fungi or Bacteria
- Gang Members
- Pollution
- Suicide
- Toxic Materials
- War

**Entity Name:** Village of Newton Falls

## GENERAL CONDITIONS

<b>NOTICE OF CANCELLATION:</b>	The company will provide sixty (60) days written notice of cancellation or non-renewal except for non-payment of premium, which remains ten (10) days written notice.
<b>POLICY CHANGES:</b>	The policy contains all the agreements between the member and the Ohio Plan Risk Management Inc. concerning the property and liability coverage afforded. The Named Member is authorized to make changes in the terms of the policy with the consent of the Ohio Plan.
<b>POLICY PREMIUM:</b>	See Premium Summary  Once bound, premiums are fully earned unless the policy is cancelled by Ohio Plan Risk Management Inc. or a subsequent policy with no lapse in coverage issued. If Ohio Plan Risk Management Inc. cancel the policy the refund will be pro rata.  Premium financing is available upon request.
<b>COMMUNICABLE DISEASE EXCLUSION</b>	This policy contains a communicable disease exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a communicable disease or fear or threat of a communicable disease. Please review your policy language fully to determine the extent of coverage.
<b>PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION</b>	This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS's). Please review your policy language fully to determine the extent of coverage.
<b>SILICA</b>	This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Silica. Please review your policy language fully to determine the extent of coverage.

**Entity Name:** Village of Newton Falls

## PAYMENT SUMMARY

COVERAGE	PREMIUM
Package	\$163,436
Ohio Plan Advantage Premium Contribution	\$ 550
<b>Total Annual Payment</b>	<b>\$162,886</b>

### OHIO PLAN ADVANTAGE

The Ohio Plan Advantage is available to members with 4 or more consecutive years of membership with the Ohio Plan. The Named Member received the following premium contribution.

Active Ohio Plan Member since	
Loss Ratio Points (Up to 60 points) (60 – = Advantage Loss Ratio Points)	
Risk Management Points (Up to 40 points)	
Advantage Potential Premium Contribution	\$ 550
Advantage Final Premium Contribution	\$ 550

### OPTIONS

### NOTES

- Premium includes Ohio Plan's risk management services.

## CLAIM SERVICES

As the claims administrator of the Ohio Plan Risk Management, HAS Claim Services has been essential in the success of the Ohio Plan. Their proactive approach in resolving claims both efficiently and economically has produced superior customer satisfaction.

HAS Claim Services has a network of attorneys throughout the state of Ohio that specialize in defending public entities. Many of the attorneys have provided defense to the Ohio Plan members nearly 20 years. As with HAS Claim Services staff, the attorneys are current on the latest in public entity litigation, immunities and defenses.

Ohio Plan members should report any occurrences or claims directly to their Regional Representative or to HAS Claim Services as soon as possible. A claims examiner will receive the claim within 1-hour of completion of the claims report and the Ohio Plan member will be contacted within 24-hours of receipt of claim by the claim examiner.

### REPORTING A CLAIM

---

- 1 In the event of a claim, Ohio Plan members should notify their regional representative and provide the following information **as soon as possible**:
  - Entity's name (Covered Member)
  - Date of Occurrence
  - Description of Occurrence
  - Location of Occurrence
  - Loss information (Description of loss and damage to your property or property of others)
- 2 The regional representative completes a claims report and forwards the information to HAS Claim Services at which time the claim is assigned to a HAS claim representative.
- 3 HAS Claim Services performs an investigation to positively determine policy coverage, legal liability and damages sustained.
- 4 Within 24-hours of receipt of the claim, the HAS claim representative will contact the Ohio Plan member and review coverage availability and the presence of any excess exposures.
- 5 If a claim involves a severe injury or litigation and will remain open for an extended period of time, a resolution plan is developed by the HAS claim representative within 10 to 30 days of receipt of claim. HAS Claim Services management reviews the settlement plan to ensure the proper course of action is taken.
- 6 HAS claim representative will continue maintenance and follow-up with defense counsel and the covered member until the file is closed or resolved.

## RISK MANAGEMENT SERVICES

Using many years of claims and loss control experience, the Ohio Plan's risk management department collaborates with each Plan member to create a unique risk management profile. The profiles are created by categorizing typical loss exposures into the core areas of risk. Focusing loss prevention efforts into five core areas allows all public entities, regardless of size or number of services, to concentrate their efforts on real loss control methods. Ohio Plan's risk management service includes:

### Employee Handbook Review

We review current employee handbooks looking for:

- A recent review date
- A defined process for employee selection and on boarding
- Definition of employment expectations
- A signed acknowledgement of receipt by all personnel

### Background Checks

We specifically ask the entity to describe any and all opportunities for the use of volunteers. Volunteers are a great resource. We view them as unpaid staff and recommend their backgrounds be reviewed similar to that of the employment background review.

### Contracts

Most public entities have a policy allowing use of their facilities by the general public. The types of events held can vary greatly. We recommend a process by which the entity executes a facility usage agreement to adequately transfer liability to the third party user. Many times, these agreements are already in place and we simply review the language.

### Inspections

We request a tour of all entity buildings and ask for documentation of facility and property inspections. We specifically look for and can assist you with:

- Facility maintenance and inspections
- Certified Playground Safety Inspections
- Fire department, health department or workers compensation inspections
- Vehicle routine maintenance and inspection documentation
- Water & Wastewater inspection documentation
- Police & Fire department inspection / certification documentation

### Citizen Complaint Process

We review the member's process for receiving, recording and responding to citizen inquiries. Properly handled, citizen inquiries can become an asset. Poorly handled, citizen inquiries can become a liability. We specifically look for documentation of the activity generated to respond to the inquiry.

Upon completion of a risk management survey, members are provided with resource materials to assist with managing and/or mitigating the exposures identified during the visit.

Ohio Plan risk managers are available to provide technical assistance and conduct training on a variety of topics including playground safety, sexual harassment, and defensive driving to name a few. The Ohio Plan's goal is to collaborate with its members to teach them to actively manage their own risks.

# REINSURANCE

The following companies are the reinsurance companies providing strength to the Ohio Plan Risk Management Inc. including their A.M. Best ratings.

**American Agricultural Insurance Company**

AM Best Rating, A, X  
Reinsuring the Ohio Plan since 2011

**Berkley Insurance Company**

AM Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2021

**Berk Re Fac**

AM Best Rating: A++, XV  
Reinsuring the Ohio Plan since 2019

**Chubb Group of Insurance Companies**

AM Best Rating: A++, XV  
Reinsuring the Ohio Plan since 2001

**Convex Re Limited**

A.M. Best Rating: A-, XIV  
Reinsuring the Ohio Plan since 2020

**Great American Insurance Company**

AM Best Rating: A+, XIV  
Reinsuring the Ohio Plan since 2012

**Hannover Re**

AM Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2017

**Lloyd’s of London**

AM Best Rating: A, XV  
Reinsuring the Ohio Plan since 2005

**Markel Global Reinsurance Company**

AM Best Rating: A, XIII  
Reinsuring the Ohio Plan since 2006

**Odyssey Reinsurance Company**

AM Best Rating: A, XV  
Reinsuring the Ohio Plan since 2007

**Peak Reinsurance**

AM Best Rating: A-, XII  
Reinsuring the OSP since: 2023

**Ryan Re**

AM Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2019

**Sompo Insurance Company**

AM Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2003

**Swiss Reinsurance America Corporation**

AM Best Rating: A+, XV  
Reinsuring the Ohio Plan since 2004

**A.M. Best Rating Classifications**

**Secure Ratings**

A++ and A+ .....Superior  
A and A- .....Excellent  
B++ and B+ .....Very Good

**Vulnerable Ratings**

B and B- .....Fair  
C++ and C+ .....Marginal  
D .....Poor  
S .....Rating Suspended

**Poor Ratings**

E.....Under State Supervision  
F .....In Liquidation

**Financial Size Category**

XV	\$2 Billion or Greater
XIV	\$1.5 Billion to \$2 Billion
XIII	\$1.25 Billion to \$1.5 Billion
XII	\$1 Billion to \$1.25 Billion
XI	\$750 Million to \$1 Billion
X	\$500 Million to \$750 Million
IX	\$250 Million to \$500 Million
VIII	\$100 Million to \$250 Million

**Note:** Effective 11/1/2022, the Ohio Plan collects premium and makes claims payments for liability losses up to \$250,000 and covered property losses up to \$200,000.

## INSURANCE TERMS

<b>Actual Cash Value</b>	Actual cash value is the cost to repair or replace the damaged property with materials of like kind and quality, less depreciation of the damaged property.
<b>Aggregate Limit</b>	A limit in an insurance policy stipulating the most it will pay for all covered losses sustained during a specified period of time.
<b>Blanket Limit</b>	A single limit of insurance that applies over more than one location or more than one type of coverage, or both. A blanket limit can be a hedge against the possibility of inaccurate property value estimates since the entire blanket limit can be applied to a loss at a single location.
<b>Business Income</b>	Insurance covering loss of income suffered by a business as a result of not being able to use property damaged by a covered cause of loss, during the time required to repair or replace it.
<b>Claim</b>	A demand by an individual or corporation to recover for loss.
<b>Claims Made Form</b>	<p>Under a claims-made policy, policyholders are covered for any incident that takes place and is <b>reported</b> to the carrier on or after the earliest date to which a specific insurance policy applies, as long as the policy is still in force. That date may be the effective (inception) date of the policy, or it may be an earlier (retroactive) date, which results from the purchase of retroactive (prior acts) coverage for a policyholder transferring from one claims-made carrier to another. (Examples to follow.)</p> <p><u>Because claims made policies are designed to cover only those incidents and claims that occur and reported while a specific policy is in effect,</u> policyholders must take special care when switching from one carrier to another. Upon termination of a claims-made policy with one carrier, policyholders should obtain either “tail” coverage (extended reporting coverage) from the carrier they are leaving or retroactive (Prior Acts) coverage from their new carrier. Either of these coverages insures against claims that are made in the future due to incidents that took place but were not reported while the previous claims made policy was in effect.</p>
<b>Claims Paid Form</b>	Under a claims-paid policy, policyholders are insured for a covered incident that takes place, reported to the carrier and paid by the carrier on or after the earliest date to which the a specific insurance policy applies and before the termination of coverage.



## INSURANCE TERMS

**Claims Paid Form - Continued**

Because claims-paid policies are designed to cover only those incidents and claims that occur, reported and paid while a specific policy is in effect, policyholders must take special care when switching from one carrier to another. Upon termination of a claims-paid policy with one carrier, policyholders must verify that all outstanding claims have been paid by the current carrier. If a claim has not been paid by the current carrier, upon changing carriers, the claim will become the responsibility of the insured. If it has been determined that the insured has no open or pending claims, the insured should obtain retroactive (Prior Acts) coverage from their new carrier. This will insure against claims that are made in the future due to incidents that took place but were not reported while the previous claims made policy was in effect. (Examples to follow.)

**Declaratory, Injunctive and Equitable Relief**

Pays loss adjustment expense incurred by the insured for claims that seek non monetary results or actions including declaratory judgment, injunctions and equitable relief.

**Employers Liability**

Pays on behalf of the insured (employer) all sums that the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his employment by the insured.

**Employee Benefits Liability**

Liability of an employer for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefit programs.

**Equipment Breakdown**

Coverage for loss caused by mechanical or electrical equipment breakdown, including damage to the equipment, damage to other property of the insured, and damage to property of others.

**Extra Expense**

Coverage for expenses in excess of normal operating expenses that are incurred to continue operations after a direct damage loss.

**Functional Replacement Cost**

The cost to replace damaged property or destroyed property with property that serves the same function. It is used when replacement of damaged property with substantially identical property is either impossible or unnecessary.

**Medical Payments (Auto)**

Coverage to pay for medical expenses for an insured whom sustains bodily injury caused by an auto accident, without regard to fault.





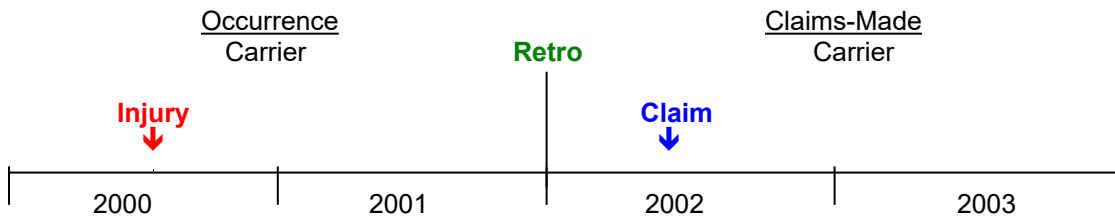
## INSURANCE TERMS

<b>Medical Expense (General Liability)</b>	Coverage that reimburses others, without regard to the insured's liability, for medical or funeral expenses incurred by such persons as a result of bodily injury or death sustained by accident under the conditions specified in the policy.
<b>Occurrence</b>	An accident, including continuous or repeated exposure to substantially the same general harmful conditions.
<b>Occurrence Form</b>	<p>An occurrence form covers claims that arise out of damage or injury that took during the policy period, regardless of when claims are made. (Examples to follow.)</p> <p>The advantage of occurrence coverage is that neither retroactive (prior acts) nor tail coverage is needed when switching to another occurrence carrier or to a claims-made carrier. Coverage continues for any claims that are reported in the future as a result of incidents that took place while the occurrence policy was in effect.</p>
<b>Ordinance or Law</b>	Coverage to insure against loss caused by enforcement of ordinances or laws regulating construction and repair of damaged buildings.
<b>Pay on Behalf</b>	The insurer pays on behalf of the insured for claims and claim costs that the insured is obligated to pay.
<b>Prior Acts</b>	A feature of claims-made policies that have either no retroactive date or a retroactive date earlier than the inception date of the policy. Such a policy covers claims during the policy period arising out of events that precede the policy period. Without such a feature, the policy's retroactive date would preclude coverage with respect to these "prior acts".
<b>Replacement Cost (RC)</b>	The cost to replace damaged property today with property of like kind and quality without deduction for depreciation.



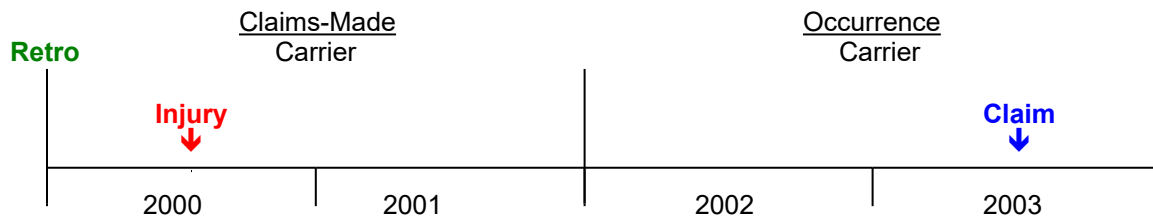
## INSURANCE TERMS

### OCCURRENCE FORM - Example



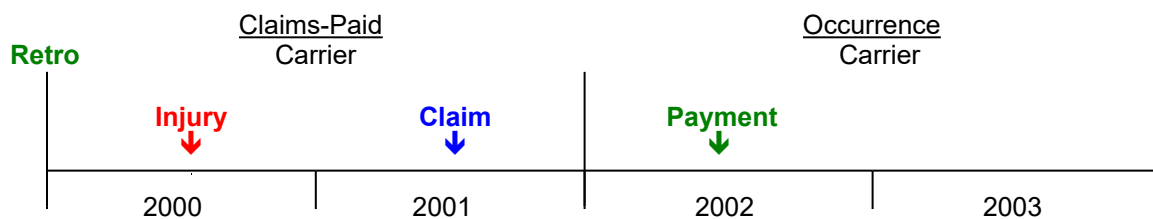
The Occurrence policy would respond to claim. Injury must take place during the policy period of the occurrence policy, but the claim may be made anytime thereafter.

### CLAIMS MADE FORM - Example



The claims-made policy would not respond to claim. The injury and claim must take place after the retro date and before inception of the Occurrence Policy. The Occurrence policy would not respond because the injury did not occur during the coverage period of the occurrence policy. However, if the occurrence policy had "prior acts" dated back to the Retro Date, the Occurrence policy would respond to claim.

### CLAIMS PAID FORM - Example



The Claims-Paid policy would not pay the Claim. The injury, claim and payment must take place after the retro date and before inception of the Occurrence Policy. The Occurrence policy would not pay the claim because the injury did not occur during the coverage period of the occurrence policy. The payment of the claim is therefore the responsibility of the insured. However, if the injury took place during the claims-paid policy and the claim was made during the Occurrence policy, the Occurrence policy would respond to claim provided the policy included prior acts coverage.



## MEMBERSHIP

We are pleased to present for your execution the Acknowledgment of Membership for Ohio Plan Risk Management, Inc. ("Ohio Plan") under which you receive risk coverage specifically designed for your governmental entity. This Acknowledgement evidences your entity's decision to become a member of the Ohio Plan. Only upon such membership can a political subdivision become eligible for the risk coverage offered by the Plan.

The law under which the Ohio Plan operates requires each political subdivision joining the Ohio Plan to enter a written agreement providing for the administration of the Ohio Plan. The signature of an authorized representative of your governmental entity upon the Acknowledgement constitutes the required written agreement.

As indicated in the Ohio Plan's Code of Regulations, the Ohio Plan is managed by a Board of Directors, which is composed of individual representatives from various Ohio Plan members. Participation by Ohio Plan members is through attendance at the meetings of the Ohio Plan's Board and/or communication with your Ohio Plan agent or Administrator.

Finally, membership in the Ohio Plan does not affect the premium payable by each political subdivision for risk coverage. Dues collected by the Ohio Plan have already been included in your premium calculation. Therefore, no increase in premium or any assessment is involved in Ohio Plan membership.

If you have any questions, please see your Ohio Plan agent, or the Administrator of the Ohio Plan. If he or she cannot address your concerns, you may be directed to the Ohio Plan's general counsel for further information.

Please sign two copies of the Acknowledgement of Membership, maintain one for your files and return the other to your Ohio Plan agent.

Thank you for your consideration and attention to this matter.

**Program Administered by Hylant Administrative Services, LLC**



## ACKNOWLEDGEMENT OF MEMBERSHIP

WHEREAS, the undersigned political subdivision wishes to become a member of Ohio Plan Risk Management, Inc.: and

WHEREAS, the decision making body of the undersigned political subdivision has reviewed the terms contained in the Code of Regulations of Ohio Plan Risk Management, Inc.

NOW, THEREFORE, on behalf of the undersigned political subdivision, I hereby acknowledge and attest that this political subdivision:

1. Has agreed to join Ohio Plan Risk Management, Inc.;
2. Accepts and agrees to abide by the Code of Regulations of Ohio Plan Risk Management, Inc.;
3. Acknowledges receipt of the Ohio Plan Risk Management, Inc.'s Code of Regulations; and
4. Has taken all action in accordance with law to effect this acknowledgement and execution.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Date: \_\_\_\_\_





## ***Comprehensive Risk Management for Public Safety Organizations***

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Lexipol is America's leading provider of risk management solutions for public safety organizations. They provide police and fire departments with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

Lexipol can help you address issues related to risk, liability, safety and best practices for your safety service departments. They also can help you comply with current laws and regulations and then document that you have trained your staff on approved policies.

### ***Key Features and Benefits***

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There is no other system that offers the following integration in one package:

1. Lexipol provides comprehensive Ohio-specific policies written by legal and safety service professionals.
2. Supervisors can track staff training using reporting tools.
3. Lexipol experts constantly monitor major court decisions, legislation, and emerging trends affecting safety service operations and provide policy updates in response.
4. Lexipol archives your department's policy manual and Daily Training Bulletin records to provide an invaluable resource in defense litigation or personnel matters.
5. The Lexipol system allows cross-referencing to any accreditation standard.
6. Policy and training components are 100% web-based. There is no software to purchase or maintain.

Nationwide collaboration between the largest private network of legal and public safety experts and Lexipol's risk management tools provide agencies the most complete solution for policy manual management, training and documentation.

### ***Customized Solutions***

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Lexipol now has a law enforcement policy manual designed specifically for small departments with 15 sworn officers or less. The manual is the same Ohio -Specific policy manual provided to larger departments, but the policies are configured for use by a typical small agency making the policy manual faster to implement. Let Lexipol do the heavy lifting and provide you with the policies your agency needs when you need them.

### ***Lexipol Subscription Subsidy Program***

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All Ohio Plan members receive a 10% discount on Lexipol's subscription pricing. In addition, the Ohio Plan Board of Directors established a subsidy program to further assist members in maintaining:

- 1st Year Lexipol Subscription - 50% reimbursement
- 2nd Year Lexipol Subscription - 30% reimbursement
- 3rd Year Lexipol Subscription - 20% reimbursement

Ready for a demonstration to discuss the benefits for your agency? Contact

## Important Member Benefits

<p style="text-align: center;"><b><u>Cyber Security eRisk Hub</u></b></p> <p>Plan members have access to cyber security resources, training and best practices.</p> <p><b>Service offerings include:</b></p> <ul style="list-style-type: none"> <li>• Cyber Security Assessment</li> <li>• Cyber Security Policy Builder</li> <li>• Cyber Security Training and Awareness</li> </ul>	<p style="text-align: center;"><b><u>Training</u></b></p> <ul style="list-style-type: none"> <li>• <b>Free online training platform</b></li> <li>• <b>Public employee training on:</b> <ul style="list-style-type: none"> <li>○ Sexual and Unlawful Harassment</li> <li>○ Social Media and Communications</li> <li>○ Hiring Process</li> <li>○ Cyber Security</li> <li>○ Hazard Communication</li> <li>○ Hazard Assessment and PPE Selection</li> <li>○ Open Meetings Act</li> </ul> </li> </ul>		
<p><b><u>Ohio Plans Partner Programs</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b>Community Energy Services</b> Community Aggregation Building Commission</p> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p><b>Supplemental Employee Insurance</b> Critical Illness Accidental</p> </td> </tr> </table>		<p><b>Community Energy Services</b> Community Aggregation Building Commission</p>	<p><b>Supplemental Employee Insurance</b> Critical Illness Accidental</p>
<p><b>Community Energy Services</b> Community Aggregation Building Commission</p>	<p><b>Supplemental Employee Insurance</b> Critical Illness Accidental</p>		
<p><b><u>Other Available Services</u></b></p> <p>Offered at a discounted rate to all Ohio Plan Members</p>			
<ul style="list-style-type: none"> <li>• Executive and Staff Hiring and Assessment Centers</li> <li>• Legal Consultation</li> <li>• HR Consultation</li> <li>• Emergency Operations Plan Development and Training</li> <li>• Labor Negotiation Assistance</li> <li>• Board/Council Meeting and Retreat Facilitation</li> <li>• Strategic Planning</li> <li>• Grant Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Competitive Bidding/RFP Assistance</li> <li>• Levy/Campaign Strategy Assistance</li> <li>• Bond/Capital Financing Consultation</li> <li>• Police and Fire Organizational and Personnel Studies</li> <li>• Zoning, Planning and Economic Development Studies and Consultation</li> <li>• Staff and Special Study Assessments</li> <li>• Other Special-Needs Request</li> </ul>		

For more information on these programs and services, log onto your Member Dashboard at OhioPlan.com.



VILLAGE OF NEWTON FALLS, OHIO  
ORDINANCE NO.: 2024-16  
SPONSOR: Councilpersons Rufener and Stimpert

**AN EMERGENCY ORDINANCE AUTHORIZING INTERIM CITY MANAGER TO PAY ASSESSMENT FEE TO OHIO MUNICIPAL JOINT SELF-INSURANCE POOL FOR LIABILITY INSURANCE RUN-OUT COVERAGE**

WHEREAS, Village Council recognizes the need for the Village of Newton Falls to carry Property and Liability Insurance for all Village Properties, Equipment and Operations.

WHEREAS, Village Council recognizes the need for a Liability Insurance run-out coverage to cover current outstanding and possible future liabilities due to the liquidation of the current insurance pool for the Village of Newton Falls operations to continue.

WHEREAS, Village Council recognizes to maintain Village of Newton Falls operations the liability coverage for all current and possible future liabilities must be continued. The need for this coverage and the payment of the assessment for this coverage being due and payable immediately creates an emergency situation for the passage of this ordinance.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Interim City Manager authorize the payment of the Liability Insurance LPT – Assessment to Ohio Municipal Joint Self-Insurance Pool for the continued liability coverage of all current and possible future liabilities of the Village of Newton Falls that were covered prior to the liquidation of the insurance pool.

SECTION 2. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the citizens of the Village of Newton Falls to continue the Liability Insurance coverage for current and possible future liabilities incurred under the current insurance pool and due to the liquidation of the current insurance pool.

ORDINANCE 2024-16  
PAGE TWO

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
David Hanson, Mayor

Attest:

\_\_\_\_\_  
Michael Acomb, Clerk of Council

Approved as to Legal Form.

\_\_\_\_\_  
Jeff Limbian, Law Director