

# VILLAGE OF BENTLEYVILLE, OHIO

---

RESOLUTION NO: 2024-10  
INTRODUCED BY: RUBIN

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH LOVE INSURANCE TO PROVIDE FOR THE  
CONTINUATION OF PROPERTY, CASUALTY AND LIABILITY  
INSURANCE COVERAGE FOR THE VILLAGE IN AN AMOUNT NOT TO  
EXCEED \$95,000.00 AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has been advised that there is an immediate need to provide the continuation of property, casualty, and liability insurance coverage for the Village; and,

**WHEREAS** Council deems it to be in the best interests of the residents of the Village of Bentleyville to provide uninterrupted continuation of said coverages,

**BE IT ORDAINED** by the Council of the Village of Bentleyville, County of Cuyahoga, and State of Ohio, that:

Hereof.

**Section 1.** The mayor is hereby authorized to enter into the contract with Love Insurance, effective March 28, 2024, for the purpose of securing continuous and uninterrupted property, casualty, and liability insurance for the Village, as is more specifically set forth in Exhibit "A" that is attached hereto and made a part hereof. And in an amount not to exceed \$95,000.00

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including the applicable sections of the Ohio Revised Code.

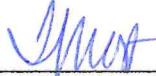
**Section 3.** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, or safety of the inhabitants of the Village of Bentleyville and for the further reason set forth in the preamble hereof, and this Ordinance shall, therefore, take effect and be in full force immediately from and after the date of its passage and approval.

3-20-24  
Date Passed

  
Mayor

**RESOLUTION NO: 2024-10**  
**PAGE 2**

I, the undersigned Fiscal Officer of the Village of Bentleyville, Ohio, hereby certifies that I published the foregoing Resolution in the Chagrin Valley Times as required by Section 731.21 of the R.C., for a period of fifteen (15) days, beginning the date following the passage and signature of the mayor.

  
\_\_\_\_\_  
Fiscal Officer

I, the undersigned Fiscal Officer of the Village of Bentleyville, Ohio, hereby certify that the foregoing is a true copy of Resolution 2024-10 duly enacted by the Council of said Village on this 20<sup>th</sup> day of March 2024.

  
\_\_\_\_\_  
Fiscal Officer



## HCC Public Risk Ohio

Quote Date: **March 13, 2024**  
Quote for: **Village of Bentleyville**  
Policy Term: **03/28/2024 - 03/28/2025**  
Payment Plan: **Annual**  
Company: **U.S. Specialty Insurance Company**

### **General Liability - Occurrence Form**

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate  
**Subject to \$0 Deductible**  
Sexual Abuse Endorsement \$1,000,000 / \$1,000,000  
Damage to Premises Rented to you \$50,000 - **Subject to \$0 Deductible**  
Medical Payments \$10,000  
Cemetery Professional - Included **Subject to \$0 Deductible**  
Pesticide or Herbicide \$25,000 per Occurrence / \$25,000 Aggregate  
Nurses Professional Liability - No Coverage  
Failure of Dam, Reservoir, Levee, Dike Coverage - No Coverage  
Ohio Stop Gap Limit - \$1,000,000  
Emergency Response Operations – Included  
Mutual Aid Property Damage - \$10,000  
Sewer Backup Liability \$1,000,000 per Occurrence / \$3,000,000 Aggregate

**Special Events:** Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

**Fireworks Liability:** Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage. All fireworks displays must be ignited/discharged by a licensed and insured pyro technician . Additional Premium will Apply.

### **Employee Benefits - Claims Made Form**

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate  
**Subject to \$1,000 Deductible Including Claims Expense**  
Claims Made Retro Date: 03/28/2008

### **Liquor Liability - Coverage limited to Host Liquor**

### **Public Officials Wrongful Acts Liability - Claims Made Form**

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate  
**Subject to \$10,000 Deductible - Including Claims Expense**  
Claims Made Retro Date: 03/28/2008  
Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit  
**Subject to \$10,000 Deductible**  
Private Property Use Restriction Sublimit \$1,000,000 per Occurrence / \$1,000,000 Aggregate - Defense inside Limit  
**Subject to \$10,000 Deductible**

### **Employment Practices Liability Insurance - Claims Made Form**

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate  
**Subject to \$10,000 Deductible - Including Claims Expense**  
Claims Made Retro Date: 03/28/2008



TOKIO MARINE  
HCC

## HCC Public Risk Ohio

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

**Subject to \$10,000 Deductible**

Wage & Hour Defense Coverage - \$25,000

**Subject to \$10,000 Deductible**

Non-Employment Related Harassment - Medium Hazard

**Subject to \$10,000 Deductible**

### Law Enforcement Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

**Subject to \$25,000 Deductible - Including Claims Expense**

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

**Subject to \$25,000 Deductible**

Prior Time Coverage - No Coverage

### Excess Liability

Coverage applies to General Liability, Employee Benefits, Public Officials Wrongful Acts, Employment Practices, Law Enforcement, Auto Liability and Stop Gap Liability

Subject to \$5,000,000 per Occurrence / \$5,000,000 Aggregate

Excludes Uninsured Motorist and Underinsured Motorist Coverage

Excludes Zoning, Regulation, and Permissive Use of Property

Failure to Supply Exclusion Applies

Liquor Liability Limited to Host Liquor Only

Pollution Exclusion Exception - Pollution with Hostile Fire

Dam, Reservoir, Levee, Dike: No Coverage

### Property

Total Building and Contents Limit

\$2,522,747

Coinsurance - N/A

**Subject to:**

**\$2,500 Deductible**

Blanket Basis

Included

Agreed Amount

Included

Building Valuation—per schedule on file with company

Replacement Cost,

Special Form

Included

Accounts Receivable

\$250,000 any one occurrence

Animal Mortality

\$10,000 any one occurrence

Building Ordinance or Law

\$250,000 Undamaged portion / or demolition

10% of reported values (Increased cost of construction)

Business Income

\$100,000 any one occurrence

Extra Expense

\$500,000 any one occurrence

Communication Towers

\$100,000 any one occurrence

Debris Removal

25% of Loss +\$10,000 any one occurrence

Electrical Utility Service Interruption

\$25,000 any one occurrence

EDP Coverage

\$250,000 any one occurrence

In transit subject to \$10,000 limit

Mechanical Breakdown subject to \$10,000 limit

Fairs or Exhibitions

\$50,000 any one occurrence

Fine Arts

\$5,000 any one item, \$25,000 any one occurrence

Fire Department Service Charge

\$5,000 for your liability

Foundations of Machinery

\$500,000 any one occurrence

Fire Equipment Recharge

\$5,000 for each separate 12 month period

Golf Course Greens

\$100,000 any one occurrence

## HCC Public Risk Ohio

|   |   |
|---|---|
| Grounds Maintenance Equipment                 | \$100,000 any one occurrence                    |
| Inventory or Appraisal                        | \$10,000 any one claim                          |
| Newly Acquired or Constructed Prop – Building | \$1,000,000 at each building                    |
| Newly Acquired or Constructed Prop – Contents | \$250,000 at each building                      |
| Paved Surfaces                                | \$100,000 any one occurrence                    |
| Personal Property of Others                   | \$15,000 any one Occurrence                     |
| Property in Transit                           | \$25,000 any one occurrence                     |
| Property off Premises                         | \$100,000 any one occurrence                    |
| Underground Pipes, Flues or Drains            | \$1,000,000 any one occurrence                  |
| Valuable Papers & Records – Cost of Research  | \$100,000 any one occurrence                    |
| Water Back Up – Sewer or Drain                | \$50,000 for direct physical loss or damage     |
| Unnamed Locations                             | \$250,000 any location not on file with Company |
| Expediting Expense                            | \$25,000 any one occurrence                     |
| Earthquake Coverage                           | \$1,000,000 subject to \$50,000 Deductible      |
| Flood Coverage                                | \$1,000,000 subject to \$50,000 Deductible      |

Any location in the following flood zones are excluded: Flood Zones A, A1 - A30, A99, AE, AH, AO, AR, AR/AE, AR/AO, AR/A1 – A30, AR/A, V, V1 – V30, VE. Additionally, we will not cover FEMA zones designated as B or X (shaded). Any areas later designated by FEMA as a high risk area at the time of a Covered Cause of Loss is also subject to this limitation.)

|   |   |
|---|---|
| Equipment & Mechanical Breakdown (Boiler) | Included<br><b>Subject to: \$1,000 Deductible</b> |
|---|---|

### Automobile

#### **Subject to \$10,000 Deductible**

Emergency Vehicle Endorsement - Standard Form  
Fellow Employee Coverage  
Rental Reimbursement - PPT Only - \$30 per day / 30 days / \$900 any one period  
Hired and Non Owned Automobile Liability  
Comprehensive Deductible: \$1,000  
Collision Deductible: \$1,000  
Auto Catastrophic Coverage - No Coverage  
Garage Keepers Legal - No Coverage  
Impound Vehicles Coverage - No Coverage

### Inland Marine

#### **Subject to \$1,000 Deductible**

|   |                  |
|---|------------------|
| Scheduled Contractors Equipment – Per Schedule on file with company                               | \$353,167        |
| Valuation: Replacement Cost - per schedule on file  |                  |
|   | 100% Coinsurance |
| Misc. Property & Equipment  | \$40,000         |
| No single item to exceed \$10,000 in value  |                  |
| Emergency Portable Equipment  | \$50,000         |
| Valuation Replacement Cost applies to Misc. Property & Equipment and Emergency Portable Equipment |                  |
| Contractors Equipment Rented From Others  | \$50,000         |
| less than 90 days   |                  |
| Rental Reimbursement  | \$2,500          |
| Flood Limit   | No Coverage      |
| Earth Movement Limit  | No Coverage      |
| <b>Total Limit</b>  | <b>\$493,167</b> |

### EDP - Limited to coverage provided under Property Extensions



## HCC Public Risk Ohio

### Crime

#### **Coverage Form B, C & F Subject to \$500 Deductible**

|  |           |
|--|-----------|
| B. Forgery or Alteration                       | \$100,000 |
| C. Theft, Disappearance and Destruction In/Out | \$5,000   |
| F. Computer Fraud                              | \$100,000 |

#### **Coverage Form O & P Subject to \$1,000 Deductible**

|                                       |             |
|---------------------------------------|-------------|
| O. Employee Dishonesty – Per Loss     | \$150,000   |
| P. Employee Dishonesty – Per Employee | No Coverage |
| Includes Faithful Performance         |             |

**Annual Package Premium**

**\$94,895.00**

**\*\*Note: Terrorism option and optional quoted premiums are not included in installment plan premiums.**

**\*\*Note: Mold, Fungi & Bacterial Exclusion Included**

**\*\*Note: Perfluorinated Compounds (PFC)/Per-and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included**

**\*\*Note: All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments**

**\*\*Note: Failure of any Dam, Levee or Dike Exclusion Included**

**\*\*Note: Accounts cannot be brokered**

.....

**You declined terrorism coverage for the expiring policy period. We have, therefore, not included a quotation for terrorism coverage for the renewal period and your signed declination of terrorism insurance will remain in effect as long as you are insured by this company and until you rescind the declination in writing. If you would like the above quotation to include insurance for terrorism, or if you would like to know more about terrorism coverage options available to you, please advise your agent.**

.....

### **Optional Quotes and Premium:**

To add TRIA coverage would be \$283 Annual Additional Premium.

**NOTE: The following forms need to be signed and returned prior to binding coverage:**

~ Application Declaration

### **Special Conditions:**

As indicated herein, this quote remains valid until **03/28/2024** and cannot be amended or altered without express written consent of TMHCC. Also, please be aware that any required subjectivities must be received, reviewed and approved, prior to binding this risk.





TOKIO MARINE  
HCC

Applicant Name: **Village of Bentleyville - CUYAHOGA**  
Policy Effective Date: 03/28/2024  
Application Number: 3417413070901

## **Tokio Marine HCC Public Risk APPLICATION DECLARATION**

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

**Report knowledge of all such incidents to your current carrier prior to your current policy expiration.** The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: Kathryn M. Fols Date 3-20-24

Print name of authorized official: \_\_\_\_\_

Title of authorized official: \_\_\_\_\_

Client Name: **Village of Bentleyville**  
Application #: 3417413070901 3/13/2024 4:48:34 PM  
**Ohio - HCC Public Risk**