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CITY OF NORTH CANTON, OHIO

BOARD OF CONTROL MEETING

**TRANSCRIPT OF  
APRIL 7, 2020, MEETING  
VIA TELECONFERENCE**

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Transcript of Proceedings of the North Canton Board of Control, taken by me, the undersigned, Laurie Maryl Jonas, a Registered Merit Reporter and Notary Public in and for the State of Ohio, at the North Canton City Hall, 145 North Main Street, North Canton, Ohio, on Tuesday, April 7, 2020, at 1:09 p.m.

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1 APPEARANCES:

2 Patrick A. DeOrio, Director of Administration

3 Timothy L. Fox, Director of Law

4 Stephen B. Wilder, Mayor

5 Jina Alaback, Director of Finance  
6 (via teleconference)

7  A handwritten signature in blue ink, appearing to read 'Jina Alaback', is written over a dashed horizontal line.

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1 MR. DEORIO: All right. Welcome. It is  
2 Tuesday, April 7, 2020. The time is 1 o'clock and  
3 I'd like to call to order the North Canton board of  
4 control meeting.

5 I will call the roll. Member Fox?

6 MR. FOX: Here.

7 MR. DEORIO: Member Wilder?

8 MAYOR WILDER: Here.

9 MR. DEORIO: Member DeOrio is here. And  
10 Member Alaback?

11 MS. ALABACK: Here.

12 MR. DEORIO: It should be noted that Member  
13 Alaback is joining us via teleconference connection  
14 and we can see her from laptop on display in this  
15 conference room.

16 So the first item --

17 MS. ALABACK: I cannot -- okay.

18 MR. DEORIO: The first item on the agenda is  
19 approval of the minutes. And the first packet is  
20 November 13, 2018. Are there any additions or  
21 corrections? If not, I would entertain a motion to  
22 approve the minutes as presented.

23 MR. FOX: Motion to approve as presented.

24 MR. DEORIO: Moved by Member Fox, second by  
25 Member DeOrio. We will do a voice vote. All those

1 in favor, signify by saying "aye."

2 ("Aye" in unison.)

3 MR. DEORIO: All opposed? All abstentions?

4 MAYOR WILDER: Wilder.

5 MS. ALABACK: Abstain.

6 MR. DEORIO: Wilder and Alaback abstain.

7 Motion carries.

8 Next item is the review of the minutes from  
9 February 25, 2020. Are there any additions or  
10 corrections? Hearing none, the chair would entertain  
11 a motion to approve the minutes as presented.

12 MR. FOX: Move to approve as presented.

13 MR. DEORIO: Moved.

14 MS. ALABACK: Second.

15 MR. DEORIO: Moved by Member Fox, seconded by  
16 Member Alaback. All those in favor, signify by  
17 saying "aye."

18 ("Aye" in unison.)

19 MR. DEORIO: Opposed? The aye's have it.

20 I'm going to rearrange the agenda to allow  
21 for the next item to be the Portage Street,  
22 Northwest, resurfacing project. Given that this  
23 subject matter will probably be less in duration than  
24 the remaining item, I wanted to allow Robert Graham,  
25 who is our city engineer, who is in attendance at

1 this meeting, to address this and then be able to  
2 report back for duty.

3 So if we will take a look at that on your  
4 agenda, Portage Street, Northwest, Resurfacing  
5 Project, Mr. Graham, could you enlighten us.

6 MR. GRAHAM: Yes, sir. Thank you,  
7 Mr. DeOrio.

8 We opened bids just last Friday, April 3rd,  
9 out on the portico. After 28 years, my first ever  
10 outdoor bid opening. We had five plan holders and  
11 three submitted bids.

12 A little history. This project is 80 percent  
13 funded with federal dollars, 20 percent on our own,  
14 and we have applied for municipal road funding  
15 through the county commissioners. Engineer's cost  
16 estimate prepared by our consultant was roughly  
17 666,500. I had in the 2020 budget from last fall  
18 637,000. And leading up to the bid opening we had  
19 the three bids submitted. In my mind, the lowest and  
20 best bid was submitted by Superior Paving &  
21 Materials, Inc., at a price of \$453,918.25. .

22 Engineering would recommend that the board of  
23 control conditionally award this project in the  
24 amount of 453,918.25 to Superior Paving to complete  
25 it, and the lone condition is with our federal

1 funding. This project has an ODOT DBE, or  
2 disadvantaged business enterprise, goal of 7 percent.  
3 Superior submitted today their DBE affirmation  
4 submittal to ODOT showing how they would meet that  
5 goal. They would actually meet it with 12 percent,  
6 but we're waiting for ODOT to just literally approve  
7 that. I don't see that being a problem, but just in  
8 case ODOT and the contractor can't come to an  
9 agreement, we would have to go to our No. 2 bidder,  
10 which would be 459,000 as you see on your bid tab,  
11 but I feel comfortable they'll have that agreement  
12 and agreement very shortly, so that was my  
13 recommendation is the BOC go ahead and award to  
14 Superior with that one condition that the DBE  
15 affirmation is approved by ODOT.

16 MS. ALABACK: I would make that motion. The  
17 board of control to approve or award the bid of  
18 \$453,918.25 to Superior Paving on the Portage Street  
19 resurfacing project.

20 MR. DEORIO: On the condition that an  
21 acceptable DBE utilization plan is approved.

22 MS. ALABACK: Correct.

23 MR. FOX: I'll second that.

24 MR. DEORIO: It's been moved and seconded.  
25 We'll do a roll call vote.

1 Member Alaback?

2 MS. ALABACK: Yes.

3 MR. DEORIO: Member Wilder?

4 MAYOR WILDER: Yes.

5 MR. DEORIO: Member Fox?

6 MR. FOX: Yes.

7 MR. DEORIO: Member DeOrio votes yes.

8 Thank you, Rob.

9 MAYOR WILDER: Thank you, Rob.

10 MR. GRAHAM: Thank you.

11 (Mr. Graham exiting room.)

12 MR. DEORIO: Okay. The remaining item on our  
13 agenda is the property liability, general liability,  
14 and automobile insurance package with the city. So I  
15 think in your bid packet we put in a copy of the bid  
16 tab from the opening which occurred on March 18 at  
17 11:15 a.m.

18 Now, with insurance, it is often the case  
19 that more than what is reflected on the bottom line  
20 is important to evaluate, and what I'm referring to  
21 are the coverage forms. You know, it's one thing for  
22 an insurance company to tell you this is how much  
23 your premium is, but what are you getting for that  
24 premium? What insurance coverages are you getting?  
25 And in the commercial insurance market, there are

1 differences in the different types of coverage forms.

2 And so this is a discussion that should have  
3 been had, in my opinion, five years ago when the city  
4 switched from its then carrier to the carrier that we  
5 have now, which is the Public Entity Pools of Ohio  
6 USI Insurance Group. Because five years ago we made  
7 a very different change as it relates to our  
8 insurance.

9 So what we had then was insurance on what is  
10 most commonly called an occurrence form. And with  
11 this form, any loss that occurs during the policy  
12 term is provided defense and indemnity regardless of  
13 when the loss becomes known to the insured as long as  
14 reporting requirements are met. So, for instance, we  
15 have an occurrence-based form, and just to make a  
16 conversation easy let's say it's during calendar year  
17 2019. A claim occurs in June of 2019. And it is  
18 promptly reported. The carrier at that time would be  
19 on the hook for the administration and settlement of  
20 that claim no matter how long it took, even if it  
21 took years later. Because we followed the proper  
22 reporting requirement, we turned it in and it  
23 occurred during the policy period, even if it takes  
24 years to settle --

25 MAYOR WILDER: They're obligated.



1 MR. DEORIO: They're obligated to pay. Even  
2 if we were to switch carriers and go with someone  
3 else, that original carrier that had the policy in  
4 2019 would still be on the hook to pay and administer  
5 that claim. That's an occurrence-based form. That's  
6 the most common and that's the best.

7 MR. FOX: I think that's what the -- like a  
8 layperson would think of in like their automobile  
9 insurance type of claim.

10 MR. DEORIO: That is exactly what you have  
11 with your auto insurance, your homeowners insurance  
12 that insure your home.

13 Now, let's say that with the occurrence form  
14 that Company A is on an occurrence form for 2019 and  
15 an accident occurs but the city isn't notified of  
16 that until January of 2020. If it's -- if we  
17 reported it immediately as soon as we heard it and  
18 determined that it occurred during the policy period,  
19 even though that policy period's over, even though  
20 that insurance company may or may not even be our  
21 carrier, they're still on the hook to administer and  
22 settle that claim. That's when it occurred. You can  
23 see why this is the best type of insurance that you  
24 can get. And generally with this type of insurance,  
25 you know, the premiums are going to be more than

1 something if you scale it back.

2 What would be the next type of coverage form  
3 that you would scale -- potentially scale back. The  
4 claims-made form. The claims-made form provides  
5 protection for losses that have both occurred and  
6 have been reported or made during the policy term.  
7 So they occurred and were made -- the claim was made  
8 during the policy term. This form of insurance will  
9 provide defense and indemnity for losses that have  
10 been reported during the policy term, even if the  
11 settlement activities and judgment of such loss  
12 continue after expiration of the policy. Losses that  
13 have occurred during the policy term that have not  
14 been reported to the insurance prior to expiration  
15 will not be honored.

16 MR. FOX: So we had one that occurred. We  
17 had Main Street Festival, there was an elderly woman  
18 that slipped where some wires came across. And they  
19 had put down some things to prevent someone from  
20 tripping and a person simply caught their foot,  
21 because it was a little uneven, an elderly person  
22 fell. But under this, if that person did not report  
23 that claim or we didn't notice it and report that  
24 claim and they waited until later, perhaps someone  
25 encouraged them to file a claim and it's after this

1 reporting period, because they didn't tell us,  
2 perhaps we wouldn't have noticed it, then that claim  
3 would not be covered.

4 MR. DEORIO: That is correct.

5 MR. FOX: Okay.

6 MR. DEORIO: So claims-made policies normally  
7 will offer a limited extension of time at expiration,  
8 commonly referred to as tail coverage, to protect the  
9 insured from losses that may have occurred but that  
10 are unknown to the insured at expiration. Thus not  
11 reported to the insurer. It should be noted that  
12 tail coverage is limited in term normally to two  
13 years after expiration.

14 MR. FOX: Is that free?

15 MR. DEORIO: That is not free.

16 So we have occurrence form, which is the  
17 best, the most commonly used, and you can see why  
18 it's the most commonly used. Then there is the  
19 claims-made form, which reduces the exposure to the  
20 insurance company and consequently may carry -- may  
21 carry a lesser premium because there is an element of  
22 risk to the insured, in this case the city, that if  
23 something happens that we didn't know about it and we  
24 leave that policy, they may not cover that.

25 MR. FOX: So if I may, just so I have it

1 right in my head, you're going with this occurrence  
2 type of claims made -- beg your pardon. Claims made.

3 MR. DEORIO: Okay. You're going with the  
4 claims-made form.

5 MR. FOX: Claims made, that if you don't have  
6 tail coverage, then you're assuming all of the  
7 liability for claims that could be reported but were  
8 not reported during the period of your policy.

9 MR. DEORIO: That's correct. So if you had a  
10 claims-made policy -- this is what makes it  
11 difficult. If you have a claims-made policy out  
12 there and at renewal you're looking at trying to go  
13 somewhere else, and you leave and you say I want to  
14 go to the occurrence form, the occurrence form is  
15 only going to pick up if it occurred during that  
16 policy period. So that's why you need the tail  
17 coverage, the extended reporting period, to give you  
18 coverage for up to two years while you're carrying  
19 forward with the new policy on the new coverage form.  
20 And although there would be a premium for that.  
21 That, as an example, two years ago, when we last did  
22 this out in March of '18, and I'll get to some of  
23 the -- more of the details from then, but we did  
24 obtain a tail quotation and that was \$78,000 for  
25 that.

1                   MAYOR WILDER: Wow.

2                   MR. DEORIO: Our premium at the time for all  
3 of our insurances were in the 110, 112, in that  
4 vicinity.

5                   MAYOR WILDER: So for \$200,000.

6                   MR. DEORIO: Yeah. Why the tail coverage is  
7 priced -- one of the things I've learned from  
8 insurance is that if it's priced at practically  
9 nothing, it probably isn't really worth very much.  
10 But if they have priced it kind of high, then this is  
11 high, this is just for this instance of things that  
12 we don't know being reported, you're almost paying  
13 what we would have paid anyway.

14                   All right. So there's occurrence, there's  
15 claims made, and there's a third. The third is what  
16 we have now. We have a claims-paid form. Under this  
17 form, only claims that both occur and are paid during  
18 the policy term are addressed by the carrier. I use  
19 the word "paid." Our previous form was made. So it  
20 had been -- under the claims-made form, it had to  
21 occur and the claim made in the policy period. Even  
22 though settlement might occur afterwards, it would  
23 still be handled because it was reported and occurred  
24 under that premium.

25                   Under this one, it says that the claim must

1 occur and that it must be paid during the policy  
2 term. Losses that have occurred during the policy  
3 term but that have not been paid in full by  
4 expiration will not be further addressed by the  
5 carrier. This includes losses that may have been  
6 reported and defense initiated during the policy  
7 term. Defense initiated but not paid during the  
8 policy term. Any losses occurring during the policy  
9 term that are not yet paid in full at expiration  
10 become the sole responsibility of the insured. In  
11 addition, any losses that have occurred during the  
12 policy term that the insured is unaware of at renewal  
13 that initiate against the insured at a later date are  
14 also the sole responsibility of the insured.

15 Now, what I have been doing, and as we go  
16 back and we look at some of these other things I'm  
17 going to bring forward, I'm not just relying on my  
18 experience with insurance and understanding what  
19 we're doing. We've had -- I've reached out to and  
20 asked for some analysis of what I just read to you  
21 that was provided to me from Jackson Dieken  
22 Associates in Cleveland, and Kelly McKeon is the  
23 manager there of their public entities program. He's  
24 got 33 years in the -- in the business and we've been  
25 asked -- explained the difference in a short -- as

1 concise as possible what's the differences between  
2 occurrence, claims made, claims paid.

3 Now, if we refer to our policy, for the exact  
4 language, effective -- I'm reading from Article 12,  
5 Member's Withdrawal, Cancellation, or Termination.  
6 "Effective 12:01 a.m. on the date of withdrawal,  
7 payments for all claims and claim expenses shall  
8 thereafter become the sole responsibility of the  
9 withdrawing member without regard to whether a claim  
10 occurred or was reported prior to the withdrawal of  
11 the member's participation in the pool."

12 MR. FOX: So claims paid.

13 MR. DEORIO: Claims paid.

14 MR. FOX: And thinking of what if near that  
15 period of time there may be litigation. Having this  
16 claims-paid type of policy I think really ramps up  
17 for the city the need to perhaps settle a claim where  
18 it might be something that we would rather go to  
19 trial. But there's -- certainly it's not a hundred  
20 percent, but even if it was -- we felt very strongly  
21 that we would be successful at trial, we're gambling  
22 on not only winning, but if we lose we assume  
23 100 percent if it goes over the date that this policy  
24 would lapse. It may compel us to settle a claim.

25 MR. DEORIO: It may cause us to take an

1 adverse action --

2 MR. FOX: Yes.

3 MR. DEORIO: -- on a pending claim. And I  
4 think, you know, you can begin to understand with  
5 this process that if we're in this type of policy,  
6 help me understand and justify going through a  
7 competitive bidding process every year when, in fact,  
8 if we have such an open claim we -- we would be  
9 largely gambling on leaving. And two years ago when  
10 we addressed this issue, we did have a claim that was  
11 appealed from a lower court ruling that we had been  
12 victorious and at the time we were putting this out  
13 that was an open claim. So to get in a position  
14 where you're not gambling in taking undue risk in  
15 making a change from one carrier to another trying to  
16 leave a claims-paid form to go to an occurrence form,  
17 what we would need is another type of insurance  
18 coverage called prior acts.

19 So you heard about tail coverage. We  
20 explained what that was. That gives you an extended  
21 reporting period after the policy expires to report  
22 new claims. Prior acts coverage endorsement is a  
23 type of coverage form that goes back and overlays on  
24 top of your previous insurance policy back to a  
25 pre-agreed date. As if this coverage was in effect



1 at the time. It only covers those prior acts that  
2 may be open or have not been settled at that time.  
3 So the insurance companies, when they -- they price  
4 this kind of coverage out, they ask for a loss run to  
5 see what open claims you have, what type of open  
6 claims they are, who might be the participants in an  
7 open claim, and that makes a determination on whether  
8 they'll even offer such a thing.

9 Yes, sir?

10 MAYOR WILDER: Do we have anything open at  
11 this time?

12 MR. DEORIO: We do not have anything open at  
13 this time.

14 MAYOR WILDER: Good. And are we looking  
15 at --

16 MR. DEORIO: That I'm aware.

17 MAYOR WILDER: Are we looking at a  
18 termination date with our current carrier?

19 MR. DEORIO: Our current policy expires on  
20 April 15 of this year.

21 MAYOR WILDER: Okay. All right. And from  
22 your explanation, it sounds that the occurrence form  
23 of coverage should be the direction that we should be  
24 going.

25 MR. DEORIO: I have had the belief for a long

1 period of time that if we could get into an  
2 occurrence coverage form it's the best policy for the  
3 city, it offers the best type of coverage for a  
4 situation where an organization as small as ours  
5 where there could be changeover of personnel --

6 MAYOR WILDER: That's where I was going to  
7 go.

8 MR. DEORIO: -- would allow potential claims  
9 to fall into a gap where they weren't reported and  
10 therefore we would be on our own. With the  
11 occurrence-based form it gives us a little bit more,  
12 in my opinion, the protection that if the  
13 administrator changes, the finance director changes  
14 or just staff changes, a department head, and a claim  
15 doesn't get reported up to scale that the occurrence  
16 form would be our best -- best protection. There's  
17 no protection about not -- against not being diligent  
18 and careful about what you're doing about insurance,  
19 but to the extent there might be some accidental  
20 slippage it's less likely to occur under an  
21 occurrence form.

22 MAYOR WILDER: The type of insurance that  
23 ends now, there's no penalty for us that we're  
24 leaving that carrier or anything like that?

25 MR. DEORIO: Well, there is. I'll answer

1 that question now.

2 MAYOR WILDER: Okay.

3 MR. DEORIO: Because otherwise I might forget  
4 to come back to it.

5 MAYOR WILDER: Okay.

6 MR. DEORIO: And I don't want to do that.

7 So under this particular type of pool that we  
8 have right now, perhaps the simpler way to understand  
9 it is there's a portion of our premium that is excess  
10 premium.

11 MAYOR WILDER: Okay.

12 MR. DEORIO: That's put into a pot. And that  
13 accumulates each year that we remain in the pool.

14 MAYOR WILDER: Okay.

15 MR. DEORIO: And each year that we remain in  
16 the pool there's more of it, so that it could be used  
17 for various things. What would be one various thing  
18 it could be used for? One would be it could be used  
19 for buying tail coverage --

20 MAYOR WILDER: Okay.

21 MR. DEORIO: -- for leaving that plan would  
22 be one.

23 MAYOR WILDER: Okay.

24 MR. DEORIO: But that's not what we're --  
25 what we would be seeking here if we were to --

1 depending on what you guys decide on this  
2 recommendation, but in all honesty, whatever that  
3 dollar amount has accumulated to at this time would  
4 most likely be forfeited. But I don't think that, in  
5 the grand scheme of things, when we weigh out all the  
6 pros and cons of these different coverage forms and  
7 whatnot, I don't think that it's a forfeiture that I  
8 think is, you know, a cost of doing business.

9 MAYOR WILDER: Okay. Well, I felt we had to  
10 get it out there and I appreciate your forthcoming  
11 with that. So the current policy we have now sounded  
12 like it was a two-year.

13 MR. DEORIO: Two years, yeah.

14 MAYOR WILDER: Two-year, and if we have the  
15 opportunity to go forward with your possible  
16 recommendation, what would the coverage period be for  
17 an occurrence form of -- of coverage?

18 MR. DEORIO: Well, you know, you can get --  
19 you can have it, it's based on what our bid packet  
20 put together. You can quote it for one year --

21 MAYOR WILDER: Okay.

22 MR. DEORIO: -- two years, three years,  
23 whatever you think the marketplace is. I think last  
24 year, or the last time through, I had asked for a  
25 two-year policy; the previous time it was a

1 three-year policy.

2 MAYOR WILDER: Okay.

3 MR. DEORIO: Just there's no set advantage or  
4 disadvantage. It's not like if we lock it up for  
5 three years we can get a price discount or something  
6 like that.

7 MAYOR WILDER: Well, we have insurance for a  
8 reason.

9 MR. DEORIO: Yeah.

10 MAYOR WILDER: And I understand.

11 MS. ALABACK: Patrick?

12 MR. DEORIO: Yes.

13 MS. ALABACK: The bids that are on the bid  
14 sheet, are those three same coverage type policies or  
15 is the current one rebidding as a claims paid and the  
16 other two are bidding at a different, either  
17 occurrence based or claims made and are they one-year  
18 or two-year bid-outs?

19 MR. DEORIO: Thank you.

20 The question is regarding the three bids that  
21 we've received. The USI Insurance PEP bid is using  
22 the form, coverage form that they have. That's all  
23 that they're allowed to use. That is by their  
24 membership in the pool. They're the only public  
25 entity pool in Ohio, to my understanding, that use

1 this particular coverage form.

2 There's another public entity pool in Ohio  
3 called The Ohio Plan, and I believe that the city of  
4 Louisville is under that plan. That is not a  
5 claims-paid form.

6 The Fidelity Group is representing a bid  
7 through The Travelers Insurance Company, and that is  
8 all on an occurrence-based form, and the Assured  
9 Partners is using US Specialty Insurance and they are  
10 using all occurrence-based forms as well.

11 MS. ALABACK: And they are one-year?

12 MR. DEORIO: Those are one-year policy  
13 premiums. That is correct.

14 MS. ALABACK: Thank you.

15 MR. DEORIO: All right. So I want to read to  
16 you from two years ago, we had hired a consultant  
17 through the Huntington, Pat Corcoran, who guided us  
18 through our bid process and assembling the bid packet  
19 and putting that out and answering questions on  
20 applications that insurance companies might send in  
21 to try to figure out how much to quote and, you know,  
22 what are the risks. So I want to read to you what he  
23 had written last year.

24 "Leaving the public entities pool can be a  
25 very difficult and expensive thing to do if not done

1 properly. PEP's intergovernmental agreement provides  
2 that if a member leaves, the member becomes  
3 responsible for all open liability claims, as well as  
4 any future claims that would be made against the  
5 entity for the time period that the entity belonged  
6 to the pool. Not knowing what kind of exit plans the  
7 city might need" -- this is from 2018 -- "we provided  
8 some options to consider. Prior acts coverage. The  
9 Ohio Plan" -- this is from Whitaker Myers Insurance  
10 agents from two years ago. "The Ohio Plan has the  
11 ability to treat the period that an entity belongs to  
12 the PEP as though their policy is written on a  
13 claims-made basis. The Ohio Plan can offer prior  
14 acts coverage on a claims-made form to new members  
15 leaving the PEP rather than purchasing the extended  
16 reporting coverage from the PEP." And that was  
17 estimated at -- last year at 78 -- two years ago at  
18 78,000.

19 So two years ago our consultant came to the  
20 same conclusion, that to leave the plan and extended  
21 reporting period, quote, is not the best course of  
22 action. The best course of action would be to obtain  
23 prior acts coverage. We had a quote for prior acts  
24 coverage at that time, and ultimately the sole reason  
25 we did not change two years ago was because the

1 additional premium that would have been required to  
2 make the move was not budgeted. And the finance  
3 director at the time believed that she was not in a  
4 position to be able to locate those amount of funds  
5 to be able to do so. And in all fairness, we should  
6 say that the ad -- I was not -- I had just become the  
7 administrator at the time, but while this was being  
8 assembled and put together I was the deputy director  
9 of administration and the finance director had only  
10 been here a couple months before me, so it was --  
11 everybody was kind of new on the job and trying to  
12 figure things out and it just didn't gel or come  
13 together.

14 The purpose of what I was trying to show was  
15 that this was an issue five years ago when we made  
16 the move. Three years later, a consultant comes in,  
17 makes the same recommendation that The Ohio Plan with  
18 prior acts coverage could make -- could make it  
19 possible for you to leave. At that time -- or now  
20 two years later The Ohio Plan chose not to bid on it,  
21 as many others through this process chose not to bid.  
22 Why? Because again, if you're unable to leave  
23 because there's an open claim, and you're unwilling  
24 to take that risk or unwilling to pay the additional  
25 amount to provide coverage to leave, why should I go



1 through all the effort to ask the city all these  
2 questions to underwrite this to come up with a  
3 premium when ultimately they're not going to leave.

4 So if our goal is that at some point down the  
5 road we would like to see more people bidding on  
6 this, more entities coming to bear, it would behoove  
7 us to have the type of coverage that would make it  
8 easy for us to make a switch should we do so.

9 So in addition to the coverage forms, there  
10 are other -- the other basic coverage limits as far  
11 as how much will we pay out if there's an automobile  
12 liability claim. How much will we pay out if there's  
13 a general liability claim. Those numbers are the  
14 same as our current coverage, which have been the  
15 same as the current coverage before. Our property  
16 coverage limits have increased over time. We've  
17 added buildings, increased the amounts. Our current  
18 policy as amended was provided to the other bidders  
19 at the time to base their quote off of that. So we  
20 don't really have to look at one has 5 million in  
21 liability, the other has 4 million. They have all  
22 got the same limits of liability so we're all talking  
23 about what should really be the important things:  
24 When will they pay; when will they not pay; under  
25 what circumstances? What risk is that to the city?

1 In an environment where personnel could possibly  
2 change, what gives us the best opportunity to bid out  
3 in the future, and I think that that would be with  
4 the -- with an occurrence-based form policy and  
5 obtaining prior acts coverage.

6 So the bids that were presented on March 18,  
7 as you have in your packet, one of those entities  
8 through Assured Partners provided a quotation for  
9 prior acts coverage. They actually gave two quotes  
10 for prior acts coverage, and the two quotes depended  
11 upon how far back you wanted to go with coverage. So  
12 the one that is put in your packet there is \$31,887.  
13 And that represents going back five years on the  
14 general liability; one year, I believe, on the auto,  
15 and five years -- give me a second here. Five years  
16 general liability, five years law enforcement  
17 liability, one year auto liability. A shorter option  
18 was one year general liability, one year auto, five  
19 years law enforcement. So --

20 MAYOR WILDER: Are we talking pennies? You  
21 know, what's the difference?

22 MR. DEORIO: No. The one year GL, one year  
23 auto, five year law enforcement was 24,265. But five  
24 years on the general liability, one year auto, five  
25 year law enforcement, you're basically only picking

1 up four years' difference on the general liability is  
2 31,887. So it's a difference of approximately  
3 \$7,000.

4 MAYOR WILDER: Okay. \$7,000.

5 MR. DEORIO: But importantly, the five years  
6 on both the general and the law enforcement would go  
7 back to the time in which we had left our previous  
8 occurrence-based form and went to the public entity  
9 pool.

10 MAYOR WILDER: I like that.

11 MR. DEORIO: So it would go all the way back  
12 to that beginning time.

13 MAYOR WILDER: Okay.

14 MR. DEORIO: Well, as far as the ratings on  
15 the carriers, they -- US Specialty Insurance Company,  
16 they're A++ superior rating with the financial size  
17 category of 15. It far exceeds the requirement that  
18 we have in the bid specs. And likewise The Fidelity  
19 Group with using Travelers, the same situation.  
20 Strength of carrier and A++ ratings are the kind of  
21 things that we would look for if we were moving to a  
22 different carrier.

23 In addition, the umbrella policy that is  
24 being offered through US Specialty has a -- we'll  
25 call it a provisional provision for coverage to apply

1 in a broader sense of the term. It's a good thing.

2 So I would just warrant a quick discussion on  
3 umbrella insurance policy. So typically the umbrella  
4 insurance policy acts like an umbrella over top of  
5 your underlying coverage limits. So your umbrella  
6 policy will stipulate a minimum amount that they need  
7 as underlying coverage. So if the umbrella is  
8 supposed to be, say, a \$5 million umbrella policy and  
9 the coverage underlying on the auto -- the coverage  
10 underlying on the auto is -- minimum required is  
11 3 million, what you would expect that is your  
12 underlying automobile insurance carrier in limit  
13 would pay up to the 3 million and then the umbrella  
14 would fit down from the first penny above 3 million  
15 and give you 5 million of additional coverage on  
16 that. So the traditional umbrella, all your coverage  
17 limits are underneath there.

18 So if you have a -- let's say a high-speed  
19 pursuit with law enforcement that ends in a fatality  
20 and large property damage, you could have a claim  
21 that on the wrongful death exhausts the underlying  
22 limit of 3 million and starts tapping into the  
23 umbrella. But you also have property damage claim  
24 that could get exhausted and need to reach into that  
25 same umbrella. The umbrella just provides that

1 \$5 million over all those particular lines. You  
2 know, very bad situation typically involving, you  
3 know, law enforcement or EMS or fire, whether it's a  
4 wrongful death kind of thing you could find yourself  
5 in a situation where your underlying limits are  
6 exhausted and you're putting your umbrella limits at  
7 risk because all there is is 5 million. That's the  
8 typical coverage policy.

9 Under this umbrella, the umbrella acts as a  
10 separate limit over and above every single line of  
11 liability. So if we have our underlying limit of,  
12 you know, whatever the number is, 1 million, 2  
13 million, 3 million auto then there's a 5 million  
14 umbrella above it. If, under the property damage,  
15 there is a million-dollar liability limit, now there  
16 is the umbrella above that. Each one acts as a silo  
17 above every coverage liability limit. So it actually  
18 gives us a lot of additional protection in the event  
19 of a really bad calamity.

20 I make that different as a point-out in the  
21 coverage difference form. So when we look at  
22 Travelers' price, which is being represented by The  
23 Fidelity Group, their bid was \$119,004, and if we  
24 look back two years ago, Travelers bid also, but they  
25 used different --

1                   MAYOR WILDER: Formula.

2                   MR. DEORIO: -- agency. Or brokerage. Their  
3 premium was 119,926. So you can see just trying to  
4 provide some idea that where we're at that, you know,  
5 I think pretty much everybody, you know, knows who  
6 The Travelers Insurance Company is and would  
7 recognize them as a household name and they're pretty  
8 consistent with their pricing, but with that, we  
9 don't have a prior acts coverage so then we would be  
10 back to an extended reporting period and having to  
11 get that coverage from the PEP, that premium would be  
12 a lot more and it wouldn't be as good as the prior  
13 acts coverage. The prior acts coverage would be a  
14 one-time charge for this policy. So we wouldn't have  
15 to be dealing with this in the future.

16                   So it would be my recommendation that -- I  
17 should say before that, when we did the budget for  
18 2020, we did build in some additional funding to  
19 cover getting some type of insurance to bridge this  
20 gap. And in reviewing that with the director of  
21 finance a couple weeks back, and again the director  
22 of finance is new to this city, certainly not to the  
23 position, but we were able to locate what we believe  
24 that we budgeted approximately \$25,000 in addition to  
25 be able to help with this, not knowing how much it

1 would be. So it would be my recommendation that the  
2 city obtain occurrence form-based coverage policy;  
3 that the city obtain a prior acts coverage; that  
4 through the differences that we've learned in the  
5 meaning of the -- of the coverage terms and some of  
6 the other benefits of coverage through one of the  
7 carriers that the city move towards and award this  
8 contract for the insurance to the group represented  
9 through Assured Partners at \$111,458 with an  
10 additional coverage policy for prior acts of \$31,887,  
11 making the total \$143,345 and that this would  
12 represent the lowest and best insurance bid for the  
13 city.

14 We will open it up to discussion, although  
15 you all were participating as we went. So --

16 MAYOR WILDER: Do you need a motion to accept  
17 that and then go into discussion or are we okay?

18 MR. DEORIO: Well, let me make sure that  
19 everybody had a chance to weigh in. If there's  
20 anything else -- to the law director first, if you  
21 feel that anything else that we need to address. I  
22 know it's a lot to process, so just kind of --

23 MR. FOX: I'll start by, you know, thanking  
24 you for the due diligence involved with this. That,  
25 as any layperson in insurance, they have a belief of

1           how their policy operates and perhaps many occasions  
2           it's the trust from the person that sold them their  
3           policy. Because many people don't sit down and read  
4           a policy. And if they do, it's pretty complicated,  
5           perhaps, to understand and so they -- I think most  
6           people rely on the representation of, you know, that  
7           person that wished to sell them the policy. Well,  
8           this is how it works, this is what's covered, and you  
9           simply rely on the verbal part. Okay, that's what  
10          I'll need, and then perhaps that's what they pay for.  
11          Here you dug into these difficult terms of art that  
12          in that business occurrence based and other types of  
13          terms to understand what that means.

14                 There's -- I think always the thought that an  
15          accident or claim that's made while you're insured  
16          would remain for a reasonable period of time; that if  
17          you went to another insurance agency you wouldn't  
18          think your new insurance agent would cover, of  
19          course, they didn't represent you, but your former  
20          one with the, say, the claim that may not have been  
21          reported that a layperson would believe, well, I'm  
22          covered, I had insurance during that time. I had  
23          this policy, now I've switched, so I have to let the  
24          other one know, and to find out that you're not  
25          covered because there was a claim that wasn't



1 presented to you, you weren't aware of it. I think  
2 that that's -- that's significant in, you know,  
3 dispelling that belief, you know. People, I think  
4 the ones here, may go back and look at some of  
5 their -- their -- their own policies for their own  
6 insurance, but a significant factor for me is that  
7 the importance of this bridge policy and that only  
8 one of the three submitted a quote.

9 MR. DEORIO: And that's a great point. And  
10 we did not ask for it in the quote. And the reason  
11 that I didn't is that I didn't feel that it was up to  
12 the city to determine what the best course of action  
13 forward. We would evaluate what was being presented  
14 but leave it to the experts in the field to come up  
15 with a solution on how this could be resolved, and  
16 one, in fact, has done that very thing.

17 MR. FOX: Okay.

18 MR. DEORIO: Member Alaback.

19 MS. ALABACK: I appreciate the conversation.  
20 I know we have been talking about this since January  
21 when I arrived. And I do remember and recall the  
22 budget adjustment that was made for the bridge  
23 insurance policy and understand that this is a good  
24 time, not having any known claims, to make this  
25 change to go back to an occurrence-based policy and I

1 agree that the five-year would be the best choice,  
2 especially now knowing that that takes us back to our  
3 last occurrence-based policy that covers anything  
4 that would maybe come up in between. So if you need  
5 a motion, I'm willing to make that motion to move  
6 forward with your recommendation.

7 MR. DEORIO: There's a motion. Is there a  
8 second?

9 MS. ALABACK: Okay. I'll second that then.

10 MR. DEORIO: All right. Before we vote, I'll  
11 make one last ask. Member Wilder.

12 MAYOR WILDER: I just want to echo again what  
13 Jina just spoke of. And again, I appreciate your  
14 research on this and you have the funding that you've  
15 researched for this. But most of all, I think it's a  
16 new look at our risk management for our city for  
17 property, liability, and automobile. And I would  
18 concur with going forward, and if you need a second  
19 to that motion, I would second that motion to go  
20 with -- is it Assured Partners?

21 MR. DEORIO: Yes. With the insurance package  
22 presented by Assured Partners.

23 MAYOR WILDER: By Assured Partners.

24 MR. DEORIO: So for the Record, it was moved  
25 by Member Alaback, we'll say seconded by Member

1 Wilder, and we'll do a roll call vote. And we'll  
2 start with Member Wilder.

3 MAYOR WILDER: Yes, I approve.

4 MR. DEORIO: Member Fox?

5 MR. FOX: Yes.

6 MR. DEORIO: Member Alaback?

7 MS. ALABACK: Yes.

8 MR. DEORIO: Member DeOrion votes yes.

9 Thank you all. There being nothing else on  
10 the agenda for this meeting, I would entertain a  
11 motion to adjourn.

12 MR. FOX: Motion.

13 MS. ALABACK: Seconded.

14 MR. DEORIO: Moved and seconded. All those  
15 in favor, signify by saying "aye."


16 ("Aye" in unison.)

17 MR. DEORIO: Opposed? We are adjourned.

18 - - - - -

19 (Meeting adjourned at 2:02 p.m.)

20 - - - - -

21  5.1.2020

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## C E R T I F I C A T E

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2  
3  
4 STATE OF OHIO )  
5 )SS  
6 STARK COUNTY )

7 I, Laurie Maryl Jonas, a Registered Merit Reporter  
8 and Notary Public in and for the State of Ohio, duly  
9 commissioned and qualified, do hereby certify that this  
10 meeting was by me reduced to Stenotype and afterwards  
11 prepared and produced by means of Computer-Aided  
12 Transcription, and that the foregoing is a true and  
13 correct transcription.

14 I further certify that this meeting taken at the  
15 time and place in the foregoing caption specified.

16 I further certify that I am not a relative,  
17 employee of or attorney for any party or counsel, or  
18 otherwise financially interested in the event of this  
19 action.

20 I do further certify that I am not, nor is the  
21 court reporting firm with which I am affiliated, under a  
22 contract as defined in Civil Rule 28(D).

23 IN WITNESS WHEREOF, I have hereunto set my hand  
24 and affixed my seal of office at Canton, Ohio, on this  
25 14th day of April, 2020.

*Laurie Maryl Jonas*

Laurie Maryl Jonas, RMR & Notary Public.  
My commission expires January 6, 2022.

<p><b>MAYOR WILDER: [34]</b> 3/8 4/4 7/4 7/9 8/25 13/1 13/5 17/10 17/14 17/17 17/21 18/6 18/22 19/2 19/5 19/11 19/14 19/20 19/23 20/9 20/14 20/21 21/2 21/7 21/10 26/20 27/4 27/10 27/13 30/1 31/16 34/12 34/23 35/3</p> <p><b>MR. DEORIO: [67]</b> <b>MR. FOX: [18]</b> 3/6 3/23 4/12 6/23 7/6 9/7 10/16 11/5 11/14 11/25 12/5 15/12 15/14 16/2 31/23 33/17 35/5 35/12</p> <p><b>MR. GRAHAM: [2]</b> 5/6 7/10</p> <p><b>MS. ALABACK: [15]</b> 3/11 3/17 4/5 4/14 6/16 6/22 7/2 21/11 21/13 22/11 22/14 33/19 34/9 35/7 35/13</p> <p><b>\$</b> <b>\$111,458 [1]</b> 31/9 <b>\$119,004 [1]</b> 29/23 <b>\$143,345 [1]</b> 31/11 <b>\$200,000 [1]</b> 13/5 <b>\$25,000 [1]</b> 30/24 <b>\$31,887 [2]</b> 26/12 31/10 <b>\$453,918.25 [2]</b> 5/21 6/18 <b>\$5 [2]</b> 28/8 29/1 <b>\$5 million [1]</b> 29/1 <b>\$7,000 [2]</b> 27/3 27/4 <b>\$78,000 [1]</b> 12/24</p> <p><b>'18 [1]</b> 12/22</p> <p><b>1</b> <b>100 percent [1]</b> 15/23 <b>110 [1]</b> 13/3 <b>112 [1]</b> 13/3 <b>119,926 [1]</b> 30/3 <b>11:15 a.m [1]</b> 7/17 <b>12 [1]</b> 15/4 <b>12 percent [1]</b> 6/5 <b>12:01 a.m [1]</b> 15/6 <b>13 [1]</b> 3/20 <b>145 [1]</b> 1/17 <b>14th [1]</b> 36/17 <b>15 [2]</b> 17/20 27/17 <b>18 [2]</b> 7/16 26/6 <b>1:09 [1]</b> 1/18</p> <p><b>2</b> <b>20 percent [1]</b> 5/13 <b>2018 [2]</b> 3/20 23/7 <b>2019 [4]</b> 8/17 8/17 9/4</p>	<p>9/14 <b>2020 [8]</b> 1/6 1/18 3/2 4/9 5/17 9/16 30/18 36/17 <b>2022 [1]</b> 36/20 <b>24,265 [1]</b> 26/23 <b>25 [1]</b> 4/9 <b>28 [2]</b> 5/9 36/15 <b>2:02 [1]</b> 35/19</p> <p><b>3</b> <b>3 million [4]</b> 28/11 28/13 28/14 28/22 <b>31,887 [1]</b> 27/2 <b>33 [1]</b> 14/24 <b>330.492.4221 [1]</b> 1/24 <b>330.928.1418 [1]</b> 1/24 <b>3rd [1]</b> 5/8</p> <p><b>4</b> <b>4 million [1]</b> 25/21 <b>453,918.25 [1]</b> 5/24 <b>459,000 [1]</b> 6/10</p> <p><b>6</b> <b>637,000 [1]</b> 5/18 <b>666,500 [1]</b> 5/17</p> <p><b>7</b> <b>7 percent [1]</b> 6/2 <b>78 [1]</b> 23/17 <b>78,000 [1]</b> 23/18</p> <p><b>8</b> <b>80 percent [1]</b> 5/12</p> <p><b>A</b> <b>a.m [2]</b> 7/17 15/6 <b>ability [1]</b> 23/11 <b>able [5]</b> 5/1 24/4 24/5 30/23 30/25 <b>about [7]</b> 11/23 16/19 18/17 18/18 18/18 25/23 33/20 <b>above [5]</b> 28/14 29/10 29/14 29/16 29/17 <b>abstain [2]</b> 4/5 4/6 <b>abstentions [1]</b> 4/3 <b>accept [1]</b> 31/16 <b>acceptable [1]</b> 6/21 <b>accident [2]</b> 9/15 32/15 <b>accidental [1]</b> 18/19 <b>accumulated [1]</b> 20/3 <b>accumulates [1]</b> 19/13 <b>across [1]</b> 10/18 <b>action 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