

Trash Collection Bids Opening
9/13/2018
Opening – 6:45 pm

Meeting began at 6:50 pm. Mayor announced that there were two bids submitted for trash collection (Rumpke, Caribou). Caribou is a local company based in Clinton County. Rumpke had a bid of \$12.00 per unit. Caribou had a bid of \$16.95 per unit. Trash collection contract would begin in October of 2018 and expire in September of 2019. Mayor suggested Mr. McCoy be given time to review the contracts and a special meeting be scheduled on Monday, September 17th, 2018 at 6:30 pm in order to make a decision on the winning bid before contract decision is due. Meeting concluded at 6:58 pm.

Regular Council Meeting
09/13/2018
7:00 PM
Municipal Building

Gary Bauer, Don Gephart, Chad Hollon, Reilly Hopkins, and Cindy Sutton were present. Mayor presided over the meeting.

BAUER/GEPHART: Motion to excuse Lori Byrom from meeting.

HOLLON/SUTTON: Motion to accept agenda as presented. Roll call was made. All voted yea.

Minutes from 8/9/18 were presented to Council.

HOLLON/GEPHART: Motion to approve minutes from 8/9/18. All voted yea.

Minutes from 8/16/18 were presented to Council.

HOLLON/BAUER: Motion to approve minutes from 8/16/18. All voted yea.

Minutes from 8/20/18 were presented to Council.

BAUER/SUTTON: Motion to approve minutes from 8/20/18. All voted yea.

APPROVAL OF BILLS

Bills were presented to Council. Jewellie indicated a few corrections.

SUTTON/BAUER: Motion to approve bills as presented with noted corrections. Roll call was made. All voted yea.

COMMITTEE REPORTS

None.

OLD BUSINESS

Mayor asked Andrew if he had reviewed the National League of Cities Service Line Program. Andrew confirmed and approved it.

HOLLON/SUTTON: Motion to allow Mike Chambers to market program in Village for National League of Cities Service Line Program. Roll call was made. All voted yea.

Ordinance 2018.024 was reintroduced to Council.

HOLLON/SUTTON: Motion to place Ordinance 2018.024 on its third and final reading. Roll call was made. All voted yea.

NEW BUSINESS

Resolution 2018.035 was introduced to Council.

HOPKINS/HOLLON: Motion to adopt Resolution 2018.035, Resolution Establishing New Fund 4909, Reservoir 3 Improvement, for the Village of Blanchester. Roll call was made. All voted yea.

Resolution 2018.036 was introduced to Council. Resolution was tabled.

POLICE DEPARTMENT

Chief announced Mike Keller resigned and that Micah Day, a part-time officer, would be taking Keller's position effective 9/18/18 as a full-time officer.

HOPKINS/BAUER: Motion to move Micah Day to full-time effective 9/18/18. Roll call was made. All voted yea.

Chief also investigated cost of imperative department building repairs at \$2,800. Motion was made not to exceed \$3,000.

BAUER/HOLLON: Motion to allow Chief to move forward with needed department building repairs not to exceed \$3,000. Roll call was made. All voted yea.

STREET

Wayne suggested placing cross bars straight in alley referred to in Ordinance 2018.024 to allow snow plowing. He confirmed three employees are working in street department now full-time plus 1 provisional laborer. He discussed a possible new hire in street department and mutual work on tree trimming. Chad Hollon mentioned a culvert pipe causing issues at a residence.

PARKS

Tina Fischer announced new park board member, Ron Johnson. She discussed the fishing derby and stated Cabela's had donated 50 fishing poles, and BDK and other businesses had made donations. The event made \$250 in proceeds. The department is currently making preparations for Boo Bash; tentative date is October 30th, 2018. Tina had contacted Darryl at BDK regarding concession stand, as well as Strange Construction and T. Sander Construction who both assessed required work for completion. There was uncertainty over whether a licensed plumber is required for the job; Tina stated a contact at Clinton County indicated it wasn't necessary. Mayor suggested contacting Warren County as they are responsible for inspections. Parks Department is currently waiting on T. Sander for feedback as well as waiting on heater bids for cafeteria.

GEPHART/BAUER: Motion to recess into executive session pursuant to ORC 121.22 (G) (2) to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property. Roll call was made. All voted yea. Council recessed to executive session at 7:25 pm.

Roll call was made. Regular council meeting resumed at 7:40 pm.

No action will be taken.

BPA

None.

SOLICITOR

None.

FISCAL OFFICE

Jewelie presented adjustments to Council. Jewelie thanked Council for signing off on reviewed monthly reports. Jewelie stated she had met with Street and Police Departments to gather information on departmental needs for 2019's budget. She is meeting with the BPA next week, but she is still waiting to hear from Parks Department. Jewelie inquired if there was a desire for a Special Finance Committee Meeting.

ADJUSTMENTS 09/13/2018

FUND/DEPT	UAN ACCT #	FUND
TAX COLLECTION FEES	1000-740-344	-\$1.58
GENERAL HEALTH DISTRICT	1000-210-640	\$1.58
ZONING SALARIES	1000-410-100	-\$2,633.00
ZONING OPERS	1000-410-211	-\$695.00
ZONING MEDICARE	1000-410-213	-\$60.00
ZONING CONTRACTUAL SERVICES	1000-410-300	-\$400.00
FISCAL OFFICE HEALTH INSURANCE	1000-725-221	\$500.00
FISCAL OFFICE CONTRACTUAL	1000-725-300	-\$1,000.00
FISCAL OFFICE SALARIES	1000-725-121	\$144.00
FISCAL OFFICE STAFF SALARIES	1000-725-122	\$144.00
LANDS/BUILDINGS CONTRACTUAL	1000-730-300	\$4,000.00
TOTAL GEN FUND		\$0.00
WATER CONTRACTUAL SERVICES	5101-531-300	\$ 14,122.00
WATER OTHER CAPITAL OUTLAY LNDS/BDLGS	5101-539-590-0010	\$ (14,122.00)
WATER LIABILITY INSURANCE PREMIUMS	5101-531-353	\$ 61.00
WATER CAPITAL OUTLAY	5101-531-500	\$ (61.00)
SEWER LIABILITY INSURANCE PREMIUMS	5201-541-353	\$ 29.00
SEWER CAPITAL OUTLAY	5201-541-500	\$ (29.00)
ELECTRIC LIABILITY INSURANCE PREMIUMS	5301-514-353	\$ 103.90
ELECTRIC OTHER CAPITAL OUTLAY	5301-512-590	\$ (103.90)
TOTAL OTHER		\$0.00
TOTAL GEN FUND+OTHER		\$0.00

HOLLON/SUTTON: Motion to accept adjustments as presented. Roll call was made. All voted yea.

MAYOR

Mayor announced American Tankers had requested to use gymnasium as storage facility for supplies for hurricane relief donations.

HOLLON/SUTTON: Motion to allow American Tankers to use gymnasium as storage facility for hurricane relief donations. All voted yea.

Mayor acknowledged Nick Selhorst, Choice One Engineering, and thanked him for attending the meeting. Nick inquired about ODNR grant. Mayor gave an update.

PUBLIC COMMENT

James Constable gave a personal synopsis of Village's revenue.

HOLLON/HOPKINS: Motion to adjourn. All voted yea. Meeting adjourned at 7:51 PM.

Approved: 09/27/18

Mayor: John M. Carran

Attest: Julie Cortez

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of Sept 13, 2018 ("**Effective Date**"), by and between the Village of Blanchester, Ohio ("**Village**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the Village ("**Residential Property Owner**"); and

WHEREAS, Village desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** Village hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** Village hereby grants to Company a non-exclusive license ("**License**") to use Village's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to Village's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Village agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement.

In the event that Company is in material breach of this Agreement, the Village may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration.

A. As consideration for such license, Company will pay to Village a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Village will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the Village, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: Village:

ATTN: Mayor John Carman
Village of Blanchester
318 E. Main St.
Blanchester, OH 45107
Phone: (937) 783-4702

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.
8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the Village, such consent not to be unreasonably withheld.
9. **Counterparts/Electronic Delivery: No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Ohio. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.
11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

VILLAGE OF BLANCHESTER

John M. Cannon

Name: John M. Cannon

Title: Mayor

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
Village of Blanchester
Term Sheet
June 13, 2018

- I. Initial Term. Three years
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
 - a. Village logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by Village official
- III. Products.
 - a. External water service line warranty (initially, \$5.75 per month)
 - b. External sewer/septic line warranty (initially, \$7.75 per month)Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.
- IV. Scope of Coverage.
 - a. External water service line warranty:
 - Homeowner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
 - b. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed.

