

Regular Council Meeting  
 10/08/2020  
 7:00 PM  
 Council Chambers

Harry Brumbaugh, Don Gephart, Chad Hollon, Reilly Hopkins, and Richard Simpson were present. Mayor John Carman presided over the meeting.

**HOPKINS/SIMPSON: Motion to excuse Gary Bauer from meeting. All voted yea.**

Mayor requested additions to the agenda: 1). Guest Speaker-remove Xenia Glass, add Emily Long; 2) omit Public Comment.

**HOLLON/BRUMBAUGH: Motion to accept agenda with suggested revisions. All voted yea.**

**APPROVAL OF MINUTES**

Minutes from 09/24/2020 meeting were presented to Council.

**HOPKINS/BRUMBAUGH: Motion to approve minutes from 9/24/2020 meeting as presented. All voted yea.**

**APPROVAL OF BILLS/ADJUSTMENTS**

Bills and adjustments were presented to Council.

**ADJUSTMENTS FOR 2020 APPROPRIATIONS  
 PRESENTED TO COUNCIL 10/08/2020**

FUND/DEPT	UAN ACCT #	FUND
LIABILITY INSURANCE	1000-730-353	(\$135.00)
TAX COLLECTION FEES	1000-740-344	\$135.00
ZONING CONTRACTUAL	1000-410-300	\$450.00
ZONING SUPPLIES	1000-410-400	(\$250.00)
LIABILITY INSURANCE	1000-730-353	(\$200.00)
MAYOR'S CONTRACTUAL	1000-710-300	\$108.60
MAYOR'S SUPPLIES	1000-710-400	(\$108.60)
ZONING CONTRACTUAL	1000-410-300	\$100.00
ZONING SUPPLIES	1000-410-400	\$300.00
FISCAL OFFICER HEALTH INSURANCE	1000-725-221	(\$100.00)
FISCAL OFFICER CONTRACTUAL	1000-725-300	(\$200.00)
FISCAL OFFICER SUPPLIES	1000-725-400	(\$100.00)
<b>TOTAL GEN FUND</b>		<b>\$0.00</b>
PARKS HEALTH INSURANCE	2042-310-221	(\$100.00)
PARKS TAX COLLECTION FEES	2042-740-344	\$100.00
WATER LIFE INSURANCE	5101-531-222	\$29.71
WATER LIABILITY INSURANCE PREMIUMS	5101-531-353	(\$11.00)
WATER PRINCIPAL (OPWC C102L)	5101-850-710	(\$18.71)
CORONAVIRUS RELIEF FUND OTHER FINANCING USES	2151-990-990	\$33,151.14
WATER SUPPLIES (LANDS/BLDGS)	5101-539-430-0010	(\$500.00)
WATER CAPITAL OUTLAY (LANDS/BLDGS)	5101-539-590-0010	(\$500.00)
WATER PRINCIPAL (OPWC C102L)	5101-850-710-1000	(\$1,022.63)
WATER CAPITAL OUTLAY (AUTOMOTIVE)	5101-539-590-0009	\$2,022.63
POLICE TRAINING SERVICES	2906-110-348	\$183.79
POLICE LIABILITY INSURANCE PREMIUMS	2906-110-353	(\$183.79)
POLICE WORKERS' COMPENSATION	2906-110-225	(\$465.14)
POLICE CONTRACTUAL SERVICES	2906-100-300	\$465.14
POLICE HEALTH INSURANCE	2906-100-221	(\$1,500.00)
PD UNEMPLOYMENT	2906-110-240	\$1,500.00
<b>TOTAL OTHER</b>		<b>\$33,151.14</b>
<b>TOTAL GEN FUND+OTHER</b>		<b>\$33,151.14</b>

**HOLLON/GEFHART: Motion to approve bills/adjustments as presented. Roll call was made. All voted yea.**

**GUEST SPEAKERS**

Phil Blankenship, Health Insurance Agent of Record, reviewed the executive summary report with Council. He confirmed at the end of September 2020, the recent revisions to funding appear to be in good standing.

Phil announced that December 2<sup>nd</sup> had been set as the open enrollment date for Village employees. He expressed open enrollment attendance should be mandatory by all eligible employees. Phil suggested that Council members also attend one of the open enrollment sessions to increase awareness of how the plan works. He made the suggestion of having a group of employees at each time to explain in detail dental/vision coverage, copays, when to use urgent care, emergency room, etc. Sign-up sheets for time slots were recommended. Zoom meetings were suggested if certain employees could not attend, and Phil confirmed this was an option. Reilly requested to have last year's executive report emailed at the same time as each month's report for easy comparison access.

Erin Harsock & Jeff Walls, Clinton County Solid Waste Management, were introduced by the Mayor. Jeff spoke on protecting the integrity of the recycling bins and preventing contamination to the area. The fencing as a result of the UDF construction site had been noted to prevented some contamination. Before people were trying to evade the cameras, but Jeff verified since the UDF fencing had been erected, this activity had diminished somewhat. He suggested putting a permanent L-shaped fence beside the containers. A fence would also help to prevent wind from blowing litter out of the area. Jeff also explained the desire to upgrade cameras in the area. Andrew McCoy had suggested obtaining a memorandum of understanding from the Village due to capital improvement monies being expended on a property not belonging to Solid Waste Management. Erin specified they were looking at 6-foot chain link fencing with vinyl slats double-walled with a warranty of 25 years. No barrier would be along Wright Street in order to make the area visible both for law enforcement and to not block the entrance/exit for residents using the recycling bins. Mayor stated there needed to be an inspection to ensure there was nothing in the ground that the fence construction would interfere with potentially. He requested clarification regarding the termination clause. Jeff explained based on the history of the bins being there for years, the fencing was to be an improvement to the area, and Andrew had suggested the termination clause be placed in the agreement. Reilly requested a concrete slab be added to the plan which might improve the appearance as well. Erin agreed concrete slabs would add to the aesthetics, but at this point in time, the expense of concrete had not been factored into this proposed improvement, to which Jeff affirmed concrete costs were overly expensive. He stated upgrading of Wilmington cameras had been noticed by the residents and had deterred some contamination activity.

**GEFHART/BRUMBAUGH: Motion to allow Mayor to sign the Memorandum of Understanding (Exhibit A). Roll call was made. All voted yea.**

Chief inquired if cases of contamination were ever completely followed through by prosecution. Jeff stated that usually the judge dismisses the case, but the defendant would still be stuck with paying court costs. While this method of ruling doesn't help Solid Waste Management, the ruling of having to pay the court costs acts as a deterrent and in turn, word of mouth prevents further contamination. Chief expressed his disappointment with the lack of seriousness in the ruling of such cases in Clinton County.

Emily Long, Assistant Director for Regional Planning for Clinton County was introduced by the Mayor. She gave information regarding the improvement plans for Clinton County and stated there are 7 masters students working on a master plan for Clinton County. These students had created a survey and Emily reported that 202 responses have been received to date online. She stated that she was happy to be a part of the project and working with Blanchester. Mayor stated he had shared the survey online via Facebook and asked friends to share it as well. He asked how many residents that had completed the survey had confirmed they were from Blanchester. Emily said she would look find out and let him know.

**COMMITTEE REPORTS**

None.

**OLD BUSINESS**

Ordinance 2020.021 was reintroduced to Council.

**HOPKINS/HOLLON: Motion to place Ordinance 2020.021, 2021 Permanent Appropriations, on second reading. Roll call was made. All voted yea.**

**NEW BUSINESS**

Resolution 2020.026 was introduced to Council by the Mayor.

**HOLLON/GEPHART: Motion to adopt Resolution 2020.026, Declaring a Necessity for and Authorizing the Transfer of \$400,000 from the Electric Fund to the Water Fund of the Village of Blancheater to Comply with the Request of the Board of Trustees of the Public Affairs. Roll call was made. All voted yea.**

Mayor stated that the Village has been discussing upgrading the internet speed with Spectrum. Discussion had taken place about going with fiber. Mayor also shared information about S&H's proposal for additional internet access drop points.

**HOPKINS/HOLLON: Motion to allow Mayor to sign agreement with Spectrum for internet improvements when presented. All voted yea.**

**SOLICITOR**

None.

**FISCAL OFFICE**

None.

**MAYOR**

Mayor presented information from S&H consultant, Tim Thompson, regarding upgrading building internet access points. Access points were proposed to cost \$100 each. Network installation of \$299 was to be a one-time cost. Mayor suggested obtaining at least 5-6 additional access points to be placed throughout the municipal building. Topic was tabled until more distinct numbers could be presented.

Mayor provided an update on Village parking lot and will be providing further information pertaining to the fencing that was built recently built.

Mayor gave update on the ordinance that was rescinded regarding the sidewalks and driveways costs for the residents.

**GEPHART/HOPKINS: Motion to recess to executive session pursuant to 121.22(G)(1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official inviting Mayor and Fiscal Officer to meeting. Roll call was made. All voted yea. Meeting recessed at 8:00 PM.**

Roll call was made. Meeting resumed at 8:12 PM.

**HOLLON/BRUMBAUGH: Motion to adopt the BPA reference pay scale drafted on 8/13/2020 (Exhibit B). Roll call was made. All voted yea.**

**HOLLON/BRUMBAUGH: Motion to approve BPA memorandum (Exhibit C). Roll call was made. All voted yea.**

**HOLLON/HOPKINS: Motion to adjourn. Meeting adjourned at 8:13 PM.**

Approved: October 22, 2020

Mayor: John M Cannon

Attest: Judie Costel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding by and between the Clinton County Solid Waste Management District (Hereinafter the "CCSWMD") and Village of Blanchester (Hereinafter the "Owner") regarding the installation, placement, and maintenance of semi-permanent fencing and recycling receptacles. This agreement shall become effective as of the date of the last signature herein.

**RECITALS**

WHEREAS, the Owner is the fee simple owner of certain premises and hereinafter referred to as the "Premises" located at:

Parcel # 220081201003800, South Wright Street, Blanchester, Ohio 45107

WHEREAS, the Owner has approved the use of the Premises by CCSWMD for a location to place movable dumpsters, recycling receptacles, and a semi-permanent fence,

WHEREAS, CCSWMD agrees to install and maintain dumpster, recycling receptacles, and semi-permanent fence on Premises, and

WHEREAS, the Owner has determined the CCSWMD is a qualified organization whose use of the Premises for good and valuable consideration as to benefit the public welfare.

NOWHEREFORE, it is hereby agreed the CCSWMD shall have use of the premises under the following terms and conditions:

Indemnification and Release

Owner agrees to release, waive, discharge, and covenant not to hold liable the CCSWMD, its officers, members, agents, volunteers, and employees, from any and all claims of any kind or character which CCSWMD has or might have, on account of any and all damages, known and unknown, either developed or undeveloped arising out of the CCSWMD use of the premises. CCSWMD agrees to indemnify and hold the Owner harmless from any loss, liability, damage, and costs including attorney fees and interest at the statutory rate incurred as a result of a breach of this agreement or the enforcement of the agreement. Furthermore, CCSWMD acknowledges it is utilizing the premises "as is" and Owner or its agents have not inspected the premises and shall not be held liable for any known or unknown dangers on the premises.

Termination

Either party may terminate this agreement at any time for any reason by giving the other party 90 days written notice of termination. Notice shall be calculated from the postmarked date.



Severability

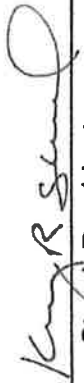
If any provision of this agreement or the application thereof shall be invalid, illegal, or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforced to the fullest extent permitted by the law.

Entire Agreement.

This Agreement contains the entire agreement between the parties hereto, with respect to the subject matter hereof. This Agreement supersedes all prior written and/or oral agreements between the parties. No representations, promises, understandings or otherwise shall be of any force or effect unless contained herein. This Agreement may be executed in counterpart facsimile signatures and all counterparts shall constitute a single form of this Agreement.


Entered this 21 day of October 2020.

**Clinton County Solid Waste Management District:**

  
Kerry Steed, President  
Clinton County Board of Commissioners

10/21/2020  
Date

**Owner:**

  
John M. Carman,  
Mayor  
Village of Blanchester

10-8-20  
Date

Approved as to form:

  
Andrew McCoy,  
Clinton County Prosecuting Attorney

\_\_\_\_\_  
Date





VILLAGE OF BLANCHESTER BOARD OF PUBLIC AFFAIRS

SALARY / WAGE SCALE

BI-WEEKLY PAY PERIODS

EXHIBIT B

EFFECTIVE OCTOBER 8, 2020

TITLE	CODE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
UTILITIES DIRECTOR	A-1 P.P.	\$2,871.18	\$3,043.37	\$3,225.71	\$3,420.43	\$3,625.27	\$3,842.48	\$4,072.09	\$4,316.42	\$4,584.93	\$4,882.43	\$5,217.05	\$5,589.40	\$6,001.12	\$6,453.78	\$6,947.88
BUSINESS MGR/CLERK	A-2 P.P.	\$900.00	\$1,150.10	\$1,281.50	\$1,419.90	\$1,566.95	\$1,724.50	\$1,894.25	\$1,581.60	\$1,680.68	\$1,740.04	\$1,824.45	\$1,911.12	\$2,008.78	\$2,109.08	\$2,212.55
OFF. MNGR/CLERK	A-3 HR	\$13.39	\$14.03	\$14.88	\$15.60	\$16.43	\$17.25	\$18.12	\$19.03	\$19.95	\$20.55	\$21.50	\$22.05	\$22.85	\$23.65	\$24.40
OFFICE STAFF	A-4 HR	\$11.85	\$12.44	\$13.08	\$13.72	\$14.40	\$15.12	\$15.88	\$16.66	\$17.50	\$18.06	\$18.80	\$19.20	\$19.70	\$20.40	\$20.40
ELECTRIC																
ELECTRIC SUPERVISOR	E-1	\$23.16	\$25.65	\$28.62	\$28.17	\$29.58	\$31.06	\$32.16	\$34.50	\$36.00	\$40.00	\$42.00	\$44.00	\$46.75	\$49.00	
ELECTRIC 1ST CLASS	E-2	\$22.89	\$24.04	\$25.24	\$26.50	\$27.83	\$28.88	\$30.68	\$32.21	\$34.50	\$36.00	\$38.00	\$40.00	\$42.40	\$46.00	
ELECTRIC 2ND CLASS	E-3	\$18.12	\$18.99	\$19.92	\$20.50	\$21.83	\$23.09	\$24.24	\$25.45	\$27.00	\$28.00	\$30.00	\$32.00	\$33.50	\$35.00	
ELECTRIC 3RD CLASS	E-4	\$16.53	\$17.29	\$18.15	\$19.08	\$20.01	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$27.00	\$29.00	\$31.00	\$32.10	
LINEMAN HELPER	E-5	\$14.03	\$14.88	\$15.68	\$16.43	\$17.25	\$18.12	\$19.03	\$19.99	\$22.00	\$23.50	\$24.35	\$25.30	\$26.35	\$27.40	
APPRENTICE	E-6	\$11.85	\$12.44	\$13.08	\$13.72	\$14.40	\$15.12	\$15.88	\$17.50	\$19.00	\$20.00	\$20.70	\$21.50	\$22.35	\$23.25	
WATER																
WATER SUPERVISOR	W-1	\$18.08	\$18.89	\$19.83	\$20.83	\$21.80	\$22.89	\$24.04	\$25.24	\$26.50	\$27.83	\$28.94	\$30.10	\$31.30	\$32.56	
OPERATOR	W-2	\$15.85	\$16.47	\$17.25	\$18.12	\$18.99	\$19.92	\$20.83	\$21.98	\$23.09	\$24.24	\$25.21	\$26.22	\$27.27	\$28.36	
PLANT HELPER	W-3	\$12.83	\$13.39	\$14.03	\$14.88	\$15.68	\$16.43	\$17.25	\$18.12	\$19.03	\$19.99	\$20.79	\$21.82	\$22.49	\$23.39	
APPRENTICE	W-4	\$11.05	\$11.86	\$12.44	\$13.08	\$13.72	\$14.40	\$15.12	\$16.12	\$16.88	\$17.50	\$18.20	\$18.93	\$19.69	\$20.47	
WASTE WATER																
SEWER SUPERVISOR	S-1	\$18.08	\$18.99	\$19.83	\$20.83	\$21.80	\$22.89	\$24.04	\$25.24	\$26.50	\$27.83	\$28.94	\$30.10	\$31.30	\$32.56	
OPERATOR	S-2	\$15.85	\$16.47	\$17.25	\$18.12	\$18.99	\$19.92	\$20.83	\$21.98	\$23.09	\$24.24	\$25.21	\$26.22	\$27.27	\$28.36	
PLANT HELPER	S-3	\$12.83	\$13.39	\$14.03	\$14.88	\$15.68	\$16.43	\$17.25	\$18.12	\$19.03	\$19.99	\$20.79	\$21.82	\$22.49	\$23.39	
APPRENTICE	S-4	\$11.05	\$11.85	\$12.44	\$13.08	\$13.72	\$14.40	\$15.12	\$16.12	\$16.88	\$17.50	\$18.20	\$18.93	\$19.69	\$20.47	
UTILITY/MAINTENANCE																
UTILITY MAN	U-1	\$15.65	\$16.47	\$17.24	\$18.12	\$18.99	\$19.82	\$20.93	\$21.88	\$23.08	\$24.24	\$25.21	\$26.22	\$27.27	\$28.36	
HELPER	U-2	\$12.83	\$13.39	\$14.03	\$14.88	\$15.68	\$16.43	\$17.25	\$18.12	\$19.03	\$19.99	\$20.79	\$21.82	\$22.49	\$23.39	
APPRENTICE	U-3	\$11.05	\$11.85	\$12.44	\$13.08	\$13.72	\$14.40	\$15.12	\$16.12	\$16.88	\$17.50	\$18.20	\$18.93	\$19.69	\$20.47	
RENUMERATION OF HIGHEST STATE CERTIFICATION IN EACH DEPARTMENT																
CLASS I	STATE OF OHIO OPERATOR'S CERTIFICATION @															
CLASS II	STATE OF OHIO OPERATOR'S CERTIFICATION @															
CLASS III	STATE OF OHIO OPERATOR'S CERTIFICATION @															
CERTIFIED PROFESSIONAL ENGINEER (PE)																
	@ \$25.00 PER PAY PERIOD															
	@ \$50.00 PER PAY PERIOD															
	@ \$75.00 PER PAY PERIOD															
	@ \$100.00 PER PAY PERIOD															

10/08/2020 Approved by Council

EXHIBIT B



MEMORANDUM

**Date:** October 6, 2020  
**To:** The Honorable Mayor and the Council, Village of Blanchester  
**From:** Donn Johnson – Clerk of BPA  
**Subject:** Employee Pay Raises  
**CC:** Jewelie Casteel, James Bowling, Robert Haines, Dennis Blocker

At the Board Meeting on October 1, 2020, it was discussed and approved by the Trustees of the Board of Public Affairs (BPA) the following pertaining to Ram Reddy, the Director of Utilities Pay Raise according to his Contract:

1. Pay raise in accordance with the Item No. 3 of the “Addendum to the Director of Utilities Employment Agreement” with the Village/BPA dated January 2, 2002, and the “Settlement Agreement and Release” with the Village/BPA dated February 6, 2014.
2. There was a Motion/Second by Chairman Bowling/Trustee Blocker to approve the draft wage scale prepared by the Mayor and Fiscal Officer dated August 13, 2020, and recommended for the Village Council to approve the same.
3. There was a Motion/Second by Chairman Bowling/Trustee Blocker to raise the pay for the Director (Ram Reddy) as shown below for all the allocated years starting from August 1, 2015 at A-1 PP Step “J” to the current step A-1 PP “O” for August 1, 2020, using the draft wage scale (approved above by the Board):
  - A-1 PP Step “J” from August 1, 2015
  - A-1 PP Step “K” from August 1, 2016
  - A-1 PP Step “L” from August 1, 2017
  - A-1 PP Step “M” from August 1, 2018
  - A-1 PP Step “N” from August 1, 2019
  - A-1 PP Step “O” from August 1, 2020

- **This is to be effective immediately pending Council approval on October 8, 2020**
- Contributions to OPERS and back pay (areas from August 1, 2015) will continue to negotiate (not agreed to by Ram) and will be settled by the end of the year 2020.

Members of the Board of Public Affairs present were voted in favor and the motion was carried.

Those in Attendance:

Mayor Carman  
Chairman Bowling  
Trustee Blocker  
Ram Reddy  
Donna Johnson - Clerk

Respectfully,



Donna Johnson - Clerk of BPA

