

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 29-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING APPROPRIATION OF FUNDS FROM THE SEWER FUND FOR THE REPLACEMENT OF A KEYSTONE SLUDGE CONVEYOR; AND, DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriation:

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
503 - Sewer	503-5353-53980	Contracted Labor	\$73,985.00
Total Appropriation			\$73,985.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare, for the reason that the funds are needed to complete payment for the replacement of the equipment essential to City operations. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: SAFETY COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 30-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING APPROPRIATION OF FUNDS FROM THE GENERAL FUND TO THE BUILDING AND ZONING DEMOLITION FUND; AND, DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriation for demolition of the property at 404 Grant St Niles Ohio:

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101 - General	101-1050-53750	Demolition	\$50,000.00
Total Appropriation			\$50,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare, for the reason that the funds are needed to clear the property at 404 Grant Street as it is a safety hazard. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: Comm. Dev. & Neighborhood Stab.
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 32-25

ORDINANCE NO. _____

AN ORDINANCE REGARDING NOTICE TO CONFORM THE BOUNDARIES OF CERTAIN ANNEXED PROPERTY; AND, DECLARING AN EMERGENCY

WHEREAS, the City of Niles accepted the annexation of 31.3801 acres of property in 2024, with 11.216 acres situated in Vienna township and 20.1641 acres situated in Howland township.

WHEREAS, pursuant to the annexation agreement, the boundaries are to conform with the City of Niles,

WHEREAS, pursuant to Ohio Revised Code 503.07, notice of the intent of the City to conform the boundaries must be provided to the affected townships at least ten days prior to the Legislative Authority voting to change the boundary lines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby instructs the clerk of council to comply with all notice requirements of Ohio Revised Code 503.07(B), including sending regular mail notice of this ordinance to the affected townships.

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare in order to effectuate the annexation agreement of all parties. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor. If not so passed as an emergency measure, it shall become effective at the earliest date allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor on the _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 33-25

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 131-24, KNOWN AS THE AUTHORIZED STRENGTH ORDINANCE, AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION ONE: Council hereby authorizes the authorized strength positions and compensations sources as attached hereto.

SECTION TWO: This Ordinance repeals all previously existing authorized strength ordinances and any other ordinances regarding compensation sources or pay rates in conflict with this Ordinance.

SECTION THREE: This Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety and welfare for the reason that it is necessary to be in effect prior to the next pay period. As such an emergency measure this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2025 and signed by me as such Mayor on the ____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: UTILITIES
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 31-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A LICENSE AGREEMENT WITH SERVICE LINE WARRANTIES OF AMERICA (SWLA) TO OFFER THE SERVICE LINE WARRANTY PROGRAM TO CITIZENS OF THE CITY OF NILES; AND, DECLARING AN EMERGENCY

WHEREAS, Service Line Warranties of America (SWLA) offers purchase plans for residential property owners for the repair or replacement of water lines, sewer lines, interior plumbing, and water heaters as outlined in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Upon approval of contractual language by the Law Director, Council hereby authorizes the Service Director to execute the attached marketing agreement with Utility Service Partners Private Label, Inc. DBA Service Line Warranties of America (“SLWA”) to advertise to property owners the opportunity to purchase plans to repair sewer and water lines as outlined in the agreement.

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare for the proposed effective date as defined in the contract. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor. If not so passed as an emergency measure, it shall become effective at the earliest date allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor on the _____ day of _____, 2025.

MAYOR

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Niles, Ohio (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“**HomeServe**”), is the administrator of the National League of Cities (“**NLC**”) Service Line Warranty Program.

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.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. **Grant of License.** City grants to SLWA a license (“**License**”) to use City’s designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates (“**Marks**”), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA’s use of the Marks in accordance with this Agreement will not infringe any other party’s rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA’s marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the **Initial Term**, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated 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.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality. “Confidential Information”** of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (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 (“**Claim(s)**”), 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 Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this

Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
City of Niles
ATTN: Kevin Robertson
34 W State St.
Niles, OH 44446
email: krobertson@thecityofniles.com

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Revenue Officer
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Ohio, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Ohio, as applicable. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.**

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF NILES

UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SERVICE LINE
WARRANTIES OF AMERICA

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

City of Niles
Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of the City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
- A. Exterior water service line plan (initially, \$ 5.99 per month)
 - i. Covers Customers' responsibility: From the curb stop to the water meter or main shut-off valve inside the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 7.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 11.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.
 - D. Water heater plan (initially, \$ 12.99 per month)
 - i. Covers water heater repair or replacement.
 - iii. Coverage Cap: Unlimited number of calls/\$1,500 per call/\$1,500 annual maximum.
- Pricing does not include taxes. SLWA may adjust the Plan fees; provided that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

¹ The water heater plan product is not currently included in the endorsed product list of the National League of Cities Service Line Warranty Program.