

## April 27, 2022

### *Agenda*

*Lord's Prayer*  
*Pledge of Allegiance*

Approve Minutes

Approve Supplemental Appropriation (1)

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer/Advance

Approve Out of County Travel - EMA (2)

Approve Advertisement – Project #3-2022 – Reprofiling/Resurfacing - Engineer

Approve Agreement – Koorsen Fire & Security – Dog Pound

Approve Agreement – Real Estate Purchase

Approve Agreement – Pitney Bowes (Option #1) – Mail Machine

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 27TH DAY OF APRIL, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
Al Landis

Commissioner Chris Abbuhl Presiding.

NOTE: Commissioner Kerry Metzger absent.

*The Lord's Prayer was said.*  
*The Pledge of Allegiance was said.*

### **RESOLUTION (367-2022)                      APPROVE MINUTES**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the minutes of the previous meeting as written.

**VOTE:**            Chris Abbuhl, yes;  
                 Kerry Metzger, absent;  
                 Al Landis, yes;

**Discussion:** *Commissioner Abbuhl clarified this supplemental is a result of discussions with the budget Commission and the Commissioners thought prudent to put onto the agenda for consideration.*

### **RESOLUTION (368-2022)            SUPPLEMENTAL APPROPRIATIONS**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following supplemental appropriations:

| DEPARTMENT    | FROM     | TO       | AMOUNT      | REASON   |
|---------------|----------|----------|-------------|--|
| Commissioners | A018-A00 | A015-A15 | \$64,746.00 | Amount certified by Auditor that can be transferred into Budget Stabilization. This places the appropriation in the "transfer out" line item of the Co. General Fund |

**Discussion:** Commissioner Landis had an opportunity to talk with the Executive Assistant, Jane Clay, to confer and to re-discuss this supplemental. Mr. Landis is comfortable with the information received from the Auditor. Commissioner Abbuhl stated these are safe-guard monies that are put away in case something catastrophic happens.

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;

**RESOLUTION (369-2022) TRANSFER OF FUNDS**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following transfer of funds:

| DEPARTMENT                  | FROM     | TO       | AMOUNT   | REASON  |
|-----------------------------|----------|----------|----------|---|
| Emergency Management Agency | A006-F02 | A006-F06 | \$515.00 | This is to cover Alex McCarthy's Certified Emergency Manager certification application through the International Association of Emergency Managers, as well as both Alex and Noah Porter's Ohio Certified Emergency Manager certifications through the Emergency Management Association of Ohio |

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;

**RESOLUTION (370-2022) INTER-FUND TRANSFER/ADVANCE**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

|                     |  |              |
|---------------------|--|--------------|
| Tusc. Co. Treasurer | From Co. General to Community Corrections                  | \$135,099.50 |
| Tusc. Co. Treasurer | From Co. General to Jail Operations                        | \$985,415.25 |
| Tusc. Co. Treasurer | From Co. General to Regional Planning                      | \$15,250.00  |
| Tusc. Co. Treasurer | From Co. General to Park Department                        | \$50,000.00  |
| Tusc. Co. Treasurer | From Co. General to Sales Tax Transfer/911                 | \$403,286.00 |
| Tusc. Co. Treasurer | From Co. General to Sales Tax Transfer<br>Capital Projects | \$50,000.00  |

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;

**RESOLUTION (371-2022) OUT OF COUNTY TRAVEL – EMA**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following travel request as submitted by Alex McCarthy, EMA Director:

**DATE:** May 10-11, 2022

**LOCATION:** Delaware County Emergency Management

**ATTENDEES:** Alex McCarthy

**USING COUNTY VEHICLE:** No

**EXPENSE:** Meals \$45.00

**REASON:** I was asked to help instruct the emergency management units of the hazardous weather and flood preparedness class that the state puts on for local emergency mangers. My units are on the first day of the class.



**DATE:** May 12, 2022

**LOCATION:** Columbiana County Emergency Management

**ATTENDEES:** Alex McCarthy

**USING COUNTY VEHICLE:** Yes

**EXPENSE:** \$0.00

**REASON:** Columbiana county EMA is using their emergency operations center in their required nuclear power plant drill and has invited local EMA offices to observe. This will be an afternoon/evening exercise and my plan is to head there from an exercise in Portage County earlier in the day.

**VOTE:** Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Al Landis, yes;

**RESOLUTION (372-2022) ADVERTISE – BIDS – PROJECT #3-2022 – REPROFILING/RESURFACING**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the advertisement for bids for Project #3-2022, Reprofilng/Resurfacing approximately 34.724 miles of Tuscarawas County Roads, Township Roads, City and Village Streets as requested by Joseph Bachman, County Engineer:

**ADVERTISEMENT FOR BIDS**

Electronic bids will be opened at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663, **1:30 pm on Wednesday, May 25, 2022** for the following project:

Plans, specifications and contract documents are available at <https://www.bidexpress.com/businesses/45470/home>.

Work will consist of furnishing all services, labor, materials and equipment necessary to perform work as per plans and specifications set forth by the Tuscarawas County Engineer. Specifically, the projects will consist of the following:

**Project #3-2022** – Reprofilng/Resurfacing

This project consists of Reprofilng/Resurfacing approximately **34.724** miles of Tuscarawas County Roads, Township Roads and City and Village Streets.

Bids shall be in conformity with the Ohio Revised Code.

Parts 1, 3 and 5 of this project are funded in part with Ohio Public Works Commission Funds and are subject to funding agency requirements.

The Tuscarawas County Commissioners reserve the right to reject any or all bids, and to waive any informalities or irregularities in the bids received.

**BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS**

**CHRIS ABBUHL  
KERRY METZGER  
AL LANDIS**

Attest: Rhonda Jordan, Clerk

Publish: The Times Reporter on **May 3, 2022**  
<http://www.co.tuscarawas.oh.us/Engineer/Projects.htm>

Detailed Bid Tabulations will be posted at the above website when the project is awarded.

NOTE: Tuscarawas County has implemented the Bid Express website, [www.bidexpress.com](http://www.bidexpress.com), as the official depository for bid submittal.

In the case of disruption of communications or loss of services by Bid Express within two hours prior to the deadline for submission of bids, the county will delay the deadline for bid submissions to ensure the ability of potential bidders to submit bids. If this occurs, instructions will be communicated to potential bidders.

B-1

Discussion: Commissioner Landis commented that you can tell it is Spring because this resolution is the first step in the process of getting our roads back after what has been a long dreadful Winter.

VOTE: Chris Abbuhl, yes; Kerry Metzger, absent; Al Landis, yes;

RESOLUTION (373-2022) AGREEMENT – KOORSEN FIRE & SECURITY – DOG POUND

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to approve the Koorsen Fire & Security agreement between the Tuscarawas County Commissioners and Koorsen Fire & Security:

RESOLUTION () AGREEMENT – KOORSEN FIRE & SECURITY – DOG POUND

It was moved by Commissioner , seconded by Commissioner , to approve the Koorsen Fire & Security Agreement for the following agreement between the Tuscarawas County Commissioners and Koorsen Fire & Security:

**COMMERCIAL MONITORING and ALARM SERVICES Agreement**

**Koorsen FIRE & SECURITY**

**Site Name and Address: (the monitored "Premises")**  
 Name: Tuscarawas County Dog Pound  
 Address: 1751 Tech Park Dr  
 City: New Philadelphia State: OH Zip: 44663  
 Attn: Crystal Digenova  
 Phone: (330) 339-2616 Email: digenova@co.tuscarawas.oh.us

**Customer Name and Address: (the "Customer")**  
 Name: Tuscarawas County Dog Pound  
 Address: 1751 Tech Park Dr  
 City: New Philadelphia State: OH Zip: 44663  
 Attn: Crystal Digenova  
 Phone: (330) 339-2616 Email: digenova@co.tuscarawas.oh.us

**Koorsen Fire & Security, Inc. (appears as KFS in body of Agreement)**  
 Address: 201MillSt  
 City: Dover State: OH Zip: 44622  
 Rep: Bob Schluneker  
 Phone: (330) 714-2712 Email: bob.schluneker@koorsen.com

**Agreement Type:**  
 New Customer  New Owner  Re-Sign  New Install  System Takeover  Upgrade

**Proposed Number/Dated:** \_\_\_\_\_ **Existing System Type:** \_\_\_\_\_

**MONITORING AND ALARM SERVICES:**

|  |                     |          |
|--|---------------------|----------|
| <input checked="" type="checkbox"/> Fire Alarm, Sprinkler, Suppression Monitoring  | Monthly Service Fee | \$ 40.00 |
| <input type="checkbox"/> Intrusion Alarm Monitoring  |                     | \$       |
| <input type="checkbox"/> Call Notification   |                     | \$ 0.00  |
| <input type="checkbox"/> Elevator Monitoring   |                     | \$       |
| <input type="checkbox"/> Video Verification  |                     | \$       |
| <input type="checkbox"/> Other:  |                     | \$       |
| <b>Communicator: (select all that apply)</b>   |                     | \$ 10.00 |
| <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Cellular <input type="checkbox"/> Telephone Service |                     |          |

**AGREEMENT SUMMARY:**

|  |          |
|--|----------|
| Subtotal of Services                     | \$ 50.00 |
| Sales Tax (if applicable) Tax %          | \$ 0.00  |
| Total of Services                        | \$ 50.00 |
| Services Amount Collected at Signing     | \$       |
| <b>Installation</b>                      |          |
| Subtotal of Installation                 | \$       |
| Sales Tax (if applicable) Tax %          | \$ 0.00  |
| Total of Installation                    | \$ 0.00  |
| Installation Amount Collected at Signing | \$       |
| Installation Amount Due Upon Completion  | \$ 0.00  |

**Term, Billing, Renewal, & Expiration:**  
 The initial term of this Agreement expires 5 years from the date the initial central station testing is completed or from the date of Agreement, whichever is later. This Agreement shall remain in full force for the initial term, and shall thereafter automatically renew for additional 1 year terms unless written notice of termination is given by either party to the other at least (30) days prior to the expiration of the initial term or any renewal period. Customer agrees that at any time following the expiration of the initial term KFS may increase the service charges for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous charges. In the event Koorsen increases the service charges by an amount greater than 5% annually, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. Each service payment is payable in advance. The balance of payments for the term of this Agreement is due upon execution of this Agreement. For the convenience of the parties and so long as there is no default in payments, Customer may make the payments as provided herein. Any invoices that will be required to be entered into a billing portal will be subject to an admin fee of \$7.50 per invoice. Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installation or service provided under this Agreement and to pay any increase in charges to KFS for facilities required for transmission of signals under this Agreement.

**Entire Agreement.** Customer understands and agrees that no alarm system can guarantee prevention of loss, that human error on the part of KFS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. This Agreement constitutes the entire agreement between the customer and KFS. In executing this Agreement, the customer is not relying on any advice or advisement of KFS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by the customer.

It is understood that KFS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect or alert.

KF-029C (03/22) Initials \_\_\_\_\_ Page 1



COMMERCIAL MONITORING and ALARM SERVICES Agreement - Additional Terms and Conditions

1. LIMITED WARRANTY: Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 1 year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of 1 year following the completion of the original installation. The warranty is extended only to the original consumer of the system and may be enforced only by such person. To obtain service under the warranty, call or write our local KFS Service Department.

This Warranty does not apply to the conditions listed below and in the event Customer calls KFS for service under the Warranty and it is found that one of these conditions have led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the KFS representative whether or not the technician actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at KFS then applicable rates for labor and material.

2. CONDITIONS NOT COVERED BY WARRANTY: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to properly close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to properly follow operating instructions provided by KFS at time of installation or at a later date. D. Trouble with leased telephone lines or communication facilities. E. Trouble due to interruption of commercial power or an electrical surge. F. Battery replacements, security sensors, exterior mounted devices. G. Normal wear and tear. H. Expenses due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises, modification, or improper installation by anyone other than KFS.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL CONCLUDE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL KFS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY KFS, THE NEGLIGENCE OF KFS, OR OTHERWISE.

No agent, employee or representative of KFS or any other person is authorized to modify this Warranty in any respect.

3. INSTALLATION - A. Customer agrees to provide 110 AC electrical outlets at designated location(s) for equipment requiring AC power. B. Customer agrees to provide for lifting and replacing cabling, if required, for installation of floor mats or wiring. Customer warrants that Customer owns or legally occupies the premises in which the equipment is being installed and that the Customer has the authority to engage KFS to carry out the installation in the premises.

The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.

If Customer or any governmental agency or insurance interest wants KFS to change the system described herein, Customer agrees to pay KFS' standard parts and labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

4. SIGNAL RECEIVING AND NOTIFICATION SERVICE shall be provided by KFS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. KFS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call Customer's premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of the service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephone communications between the CS office and Customer's premises.

In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

5. COMMUNICATION FACILITIES - a. AUTHORIZATION - Customer authorizes KFS to make requests for information, service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. b. DIGITAL COMMUNICATOR - The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines at the transmission mode of sending signals. Customer also understands that the CS does not receive signals when the transmission mode is in, becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. Calls (including calls to the 911 emergency operator) cannot be made when the system is activated and therefore Customer may wish to have the system connected to a separate telephone service. c. DERIVED LOCAL CHANNEL - The facilities and services provided by the Telephone Company in connection with the service to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 8. Limit of liability of the General Terms and Conditions of this Agreement.

6. INTERACTIVE SERVICES (Available only for residential security or standalone commercial security panels) - If Interactive Services are included in this Agreement and remote services are to be provided, the equipment will transmit data via Customer's internet or cellular service to Customer's device which is compatible with KFS' remote services server. KFS will grant access to server permitting Customer to access the system to arm and disarm the system, view system status and receive system status messages. KFS shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view any camera video, unless video verification addendum is attached. Customer understands and accepts all responsibility for any and all consequences, intended or otherwise, of accessing and/or controlling the alarm system from a remote location. Customer also understands that remote access and messages may not be available from all locations, or on all devices or at all times, all of which are out of the control of KFS.

7. INTERNET AND CELLULAR COMMUNICATIONS - If this Agreement includes a Cellular Communicator, the Cellular Communications Company's network is used for transmission of alarm signals. If this Agreement includes an internet or Wi-Fi communicator, the internet and the Customer's local area network are used for transmission of alarm signals. The Customer understands that if internet service is used, the loss of power to the premises may disable the Customer's local area network and the internet service provider's (ISP) network interface (i.e. ISP's cable or DSL modem and/or router combination) and the internet or Wi-Fi communicator may not transmit the alarm signals to the CS. It is the Customer's responsibility to provide an uninterruptible power supply (i.e. "UPS" or "battery backup") for the local area network and RF equipment. It is also the Customer's responsibility to assure that the local area and wide area network equipment is secured so that these devices may not be damaged or disabled. The Customer agrees to notify KFS immediately regarding any changes of any kind to its internet or phone service and to test the alarm system and monitoring services after any such changes are made. Use of Voice over Internet Protocol (VoIP) for transmission of alarm signals is not recommended, and is specifically disallowed as a path of communication for the alarm in Indiana. VoIP refers to any telephone voice service that is delivered or transmitted over the internet. This type of service is typically offered by an ISP or third party "digital" or "internet" phone service provider and is NOT a reliable transmission mode for alarm signals. The Customer also understands that alarm transmissions made by the alarm system digital dialer connected to Plain Old Telephone Service (POTS) lines may also be subject to VoIP transmission by the local and long distance telephone carriers using this technology in their networks. This is referred to as "VoIP/Backhaul." Both VoIP service to the Premises and VoIP/Backhaul may cause alarm transmissions to be missed entirely or misdirected to the wrong Customer Premises, resulting in no notification or dispatch, or notification and dispatch to the wrong account. If KFS determines that VoIP service or VoIP/Backhaul service is causing unreliable alarm transmissions, Customer agrees to pay for installation of an internet or cellular communicator. Failure to do so will result in suspension of the Customer's monitoring service and does not relieve the Customer of their obligation to pay all monies due KFS under the Agreement or for any other services. The Customer understands that the transmission of alarm signals using telephone lines, internet service, local area networks, and cellular networks is dependent upon the reliability and availability of the (Communication Company's networks) and/or the Customer's network. The reliability and availability of all of these networks are outside the control of KFS. The most reliable configuration is a combination of two of these modes of communication and KFS recommends a combination of internet or Wi-Fi, and cellular communicator.

8. CANCELLATION - It is understood and agreed that this Agreement may be terminated by KFS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which result in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under the Agreement.

9. CUSTOMER DUTIES - Customer will instruct all persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with KFS' instructions at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. THE SYSTEM INCLUDES ANY WIRELESS DEVICES. Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions. CUSTOMER UNDERSTANDS THAT KFS IS NOT AN INSURER. IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. IF THE CUSTOMER DESIRES KFS TO ASSUME A GREATER LIABILITY, KFS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY KFS OF SUCH GREATER LIABILITY PROVIDED HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD KFS AS AN INSURER. SO FAR AS IT IS PERMITTED BY CUSTOMER'S PROPERTY INSURANCE COVERAGE, CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD KFS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES OR EXPENSES ARISING FROM OR CAUSED BY ANY HAZARD COVERED BY INSURANCE IN OR ON THE CUSTOMER'S PREMISES WHETHER SAID CLAIMS ARE MADE BY CUSTOMER, HIS AGENTS, OR INSURANCE COMPANY OR OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY KFS AGAINST AND DEFEND AND HOLD KFS HARMLESS FROM ANY ACTION FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST KFS BY ANY INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES COSTS AND ATTORNEY'S FEES. IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY AND AFFILIATED KFS COMPANIES, AND TO ANY OTHER COMPANY WITH WHICH KFS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN.

10. This Agreement shall be interpreted in accordance with Indiana law. Customer consents to personal jurisdiction and venue in any state or federal court located in Marion County, Indiana, UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW. ANY ACTION AGAINST KFS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR OF THE CAUSE OF THE ACTION.

| CUSTOMER INFORMATION |                        |  |
|----------------------|------------------------|--|
| Customer Account No: | Monitoring Account No: |  |
| Panel Model:         | Panel SN/Radio CRC:    |  |
| Communicator Model:  | Radio SIM/MAC:         |  |

**CUSTOMER BILLING PREFERENCES**

Billing Frequency:  Monthly (Autopay Only)  Quarterly  Semi-Annually  Annually

Delivery Method:  Auto Pay (KFS will refer to billing contact to obtain account information)  Email  Mail  Other: \_\_\_\_\_

PO Req'd:  Yes  No PO#: \_\_\_\_\_ Renewal Frequency: \_\_\_\_\_

Recurring services will be prorated to the nearest calendar interval selected and invoiced at the start of that period. Annual services may be invoiced two months prior to service period.

**AUTHORIZED USER/CONTACT and NOTIFICATION INFORMATION**

**USER/CONTACT AUTHORITY LEVELS**

|                 | Account Changes | Place on Test | Cancel Dispatch |
|-----------------|-----------------|---------------|-----------------|
| 1 Admin         | ✓               | ✓             | ✓               |
| 2 Limited Admin |                 | ✓             | ✓               |
| 3 User          |                 |               | ✓               |

**USER/CONTACT CALL ORDER**

Please complete the list with the contact information of those you would like to have notified when an alarm or trouble occurs. (Please list at least 3 different contacts. For more than 8, please attach separate list) see below for more information.

| Web Portal Access        | User / Contact Name | Phone | Type H/W/C | Email                        | Pass Code | Authority Level (1,2,3) |
|--------------------------|---------------------|-------|------------|------------------------------|-----------|-------------------------|
| <input type="checkbox"/> | 1 Crystal DiGenova  |       |            | digenova@co.tuscarawas.oh.us |           | 1                       |
| <input type="checkbox"/> | 2                   |       |            |                              |           |                         |
| <input type="checkbox"/> | 3                   |       |            |                              |           |                         |
| <input type="checkbox"/> | 4                   |       |            |                              |           |                         |
| <input type="checkbox"/> | 5                   |       |            |                              |           |                         |
| <input type="checkbox"/> | 6                   |       |            |                              |           |                         |
| <input type="checkbox"/> | 7                   |       |            |                              |           |                         |
| <input type="checkbox"/> | 8                   |       |            |                              |           |                         |

**Clarifications:**

**Web Portal Access** is a web-based app that provides visibility into your monitoring account. It allows for viewing signal history, placing the system in and out of test and viewing and managing contacts for central station notifications.

**Pass Code** is a number or word the user identifies themselves with when engaging with central station operators to cancel a dispatch or with Koorsen offices to request information. It is important for the user to not only know their user code for the alarm panel, but also remember their pass code for interaction with central station and Koorsen. If a user forgets their pass code, a false dispatch may result and Koorsen will not be able to provide information to the user. For issues with retrieving a passcode, call 866-KOORSEN or email customerservice@koorsen.com

**Fire alarm** signal notification procedure is to first notify the fire department emergency dispatch center. From there, the central station operators will notify the remaining contact list until someone acknowledges the call. Troubles and supervisory signals will be notified upon by means of email or text messages unless "call notification" is selected on the first page of this Agreement

**Intrusion alarm** signal notification procedure is to notify the 1st then 2nd contact, if the 1st does not respond. From there, the central station operators will notify the police department emergency dispatch center unless the first or second contact responded to the notification and provided a valid pass code and instruction to not dispatch. Once the police are dispatched, the operator will continue down the notification list until someone acknowledges the call. Trouble signals will be notified upon by means of email or text messages unless "call notification" is selected on the first page of this Agreement

By signing below the Customer agrees that it has received and accepted the limited warranty, limit of liability and other conditions on PAGES 1 and 2.

|   |  |       |            |                          |
|---|--|-------|------------|--------------------------|
| Koorsen Fire & Security, Inc. Signature |  | Title | Date       | Koorsen Rep Printed Name |
|   |  | TAM   | 04/12/2022 | Bob Schluneker           |
| Customer's Signature                    |  | Title | Date       | Customer Printed Name    |
|   |  |       |            |                          |

By acceptance, I acknowledge that I have received a copy of this Agreement and I hereby authorize KFS to check my credit information.  
 KF-029C (03/22) Page 3

**Discussion:** Commissioner Abbuhl stated this is for a security system at the Dog Pound and Crystal DiGenova, Dog Pound Manager, has worked on this and we appreciate the work she has done. Commissioner Landis wanted to know if there was another vendor who never replied? Commissioner Abbuhl clarified the other vendor was contacted a few times and never replied. The county has worked with Koorsen in the past and has had good experiences with them.

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;



**RESOLUTION (374-2022) AGREEMENT – REAL ESTATE PURCHASE AGREEMENT**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the Real Estate Purchase of real property at 933 East High Avenue, New Philadelphia, OH as per the agreement between the Tuscarawas County Commissioners and W. T. Properties, LLC as follows:

**Real Estate Purchase Agreement**

THIS AGREEMENT is made effective on March 31, 2022, between W.T. Properties, LLC, an Ohio Limited Liability Company ("Seller"), of 120 Deeds Drive, Dover, Ohio, 44622, and the Tuscarawas County Board of Commissioners ("Buyer"), of 125 East High Avenue, New Philadelphia, Tuscarawas County, Ohio, 44663, for the sale of the below described property pursuant to the following terms and conditions:

**Legal Description and Address**

The real property located at 933 East High Avenue, New Philadelphia, Ohio, together with any improvements and fixtures constructed or located on the Land (Buildings) and all easements and rights benefiting or appurtenant to the Land (collectively the Real Property). The Real Property is legally described in Exhibit A attached, the deeds to the Seller's property further known as PPN 43-02732-000, 43-02228-000, 43-01320-000, 43-01321-000, 43-04799-000, 43-04800-000, 43-02227-000 and 43-07930-000.

**Purchase Price**

Subject to the following conditions, Buyer shall make final payment for the property at closing in the total amount of Three Hundred Forty-four Thousand Dollars (\$344,000.00) which accounts for the previously deposited sum of One Thousand Dollars (\$1,000.00) in earnest moneys for a total purchase price of Three Hundred Forty-five Thousand Dollars (\$345,000.00). Buyer agrees to pay the entire amount at closing. Concurrent with the execution of this Agreement, Buyer has deposited with Seller or Seller's Escrow Agent the sum of One Thousand Dollars (\$1,000.00), (referred to as "Earnest Money") as earnest money and a partial payment of the consideration under the Contract. In the event that the purchase and sale shall be consummated pursuant to the terms of said contract, Seller's Escrow Agent shall, at such closing, deliver to Seller the Earnest Money, and Buyer shall be given credit toward the purchase price for the payment of the Earnest Money. In the event that the closing does not occur, Buyer's deposited earnest money should be returned to Buyer.

**Closing Costs**

In closing this transaction, Seller shall be charged with the following:

- a. The amount of real estate taxes and assessments prorated up to and including the date of transfer of title;
- b. The cost of any transfer tax;

- c. The cost of a title report, title search, and title guaranty policy in the amount of the purchase price;
- d. The costs of resurveying the premises given the present inadequate description and the cost of paying off and satisfying any mortgage indebtedness for which Seller is liable, together with the cost of any mortgage cancellation, recording fee or other costs incident to the satisfaction of any such indebtedness;
- e. The cost of any required brokerage commission;
- f. One half of the escrow fee; and
- g. All other charges properly borne by Seller consistent with the terms of this Agreement;

Immediately thereafter shall deliver to Seller the balance of the funds in its hands due, and all documents due Seller.

On closing, Buyer shall be charged with the following:

- a. Any cost of financing this transaction which Buyer arranges for;
- b. The cost of filing the deed for record;
- c. One-half (1/2) the cost of furnishing the owner's title insurance;
- d. One half of the escrow fee; and
- e. All other charges properly borne by Buyer consistent with the terms of this Agreement;

Immediately thereafter, the escrow agent shall deliver to Buyer the title guaranty or title insurance, as the case may be, the record deed or Recordors' receipt, any prorations to which Buyer is entitled, and all other funds or documents due Buyer.

#### **Title Requirements**

Seller shall convey to Buyer good and marketable title to the property, by good and sufficient general warranty deed with an acceptable legal description. The deed shall be deposited into escrow with Alban Title LLC on or before the closing date.



Seller shall accompany Seller's deed with an Owner's Fee Policy of title insurance ("title insurance"), in the amount of the purchase price, insuring marketable title to be good in Buyer, subject only to the exceptions to be contained in the deed.

Immediately upon the execution hereof, Seller shall order from the title company a preliminary title report, with a special tax search included, in the form of a commitment to issue the required title policy requested by Buyer ("title report"). A copy of the title report shall be delivered to Buyer. Within 10 days after Buyer receives the title report, he shall notify Seller and the title company of all restrictions, reservations, limitations, easements, and conditions of record ("title defects") disclosed in the title report that are objectionable to Buyer. If Buyer notifies Seller of title defects, Seller shall cure or remove the same by the closing date. Seller shall remove all objectionable title defects that may be removed by the payment of money, and shall take reasonable steps necessary to remove all other title defects.

On the closing date, the escrow agent shall notify the parties whether the title company can issue its title insurance, showing as exceptions only those items in the title report to which Buyer did not object. If the escrow agent notifies the parties that (a) the title company will issue such title guaranty or title insurance, this transaction shall be consummated in accordance with the terms and provisions of this Agreement, or (b) the title company will not issue such title insurance, and if Buyer does not immediately waive the title defects claimed by the escrow agent to prevent such issuance or Seller does not cure the defects within the permitted period, this Agreement shall be null and void, the escrow agent shall return to the parties all funds and documents previously deposited by them into escrow, and the parties shall be fully released from any liability or obligation hereunder, except that Seller shall pay the full cost of the escrow and the title company's charges.

If Buyer waives the title defects preventing issuance of the title guaranty or title insurance by notifying the title company and the escrow agent, or if Seller has cured the title defects, the obligations of the parties shall not be affected by them.

#### **Warranties**

Seller warrants and represents to Buyer as follows:

- a. Encroachments. All improvements now on the Property are entirely within the boundary lines of the land described as the Real Property, and no other adjoining property encroaches upon the land;
- b. Mechanic's liens. All work and labor performed and all materials furnished with respect to any improvements or repairs to the Real Property have been paid in full, and there will be no mechanic's liens or the possibility of any in

connection with any such work, labor and materials performed on or furnished to the Real Property;

- c. Violations. Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or its repair, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders;
- d. Assessments. All improvements made by the local government that now benefit or will benefit the Property upon completion have been assessed against it as of the execution date of this Agreement.

All of Seller's foregoing warranties and representations shall be continuing in nature, shall be effective on the closing date, and shall survive Seller's delivery of the deed to Buyer and the consummation of all matters and things at the closing.

#### **Inspection and Acceptance**

Prior to the closing date, Seller agrees to correct, at Seller's expense, any violations found in connection with the inspection done to comply with the point-of-sale or similar ordinance required by the local governmental authority, if any. Evidence in writing that the corrections were made to the satisfaction of the local governing authority shall be given to Buyer prior to the closing date.

#### **Prorations**

All general and special real estate taxes and assessments shall be prorated by the escrow agent as of the date the deed is filed for record, using the rate and valuation shown on the last available tax duplicate. If the proration does not fully reimburse Buyer for all real estate taxes and assessments accrued and unpaid with respect to the Property as of the record date of transfer of title, Seller shall promptly reimburse Buyer that amount accrued in excess of the proration credit upon the official certification of the real estate tax duplicate for the year in which transfer of title occurs. The escrow agent shall prorate any rents as of the date the deed is filed for record.

There shall be no proration of utilities. Seller shall cause the meters to be read for water, electricity, gas and other utilities, if any, as of the date of delivery of possession, and shall pay all utility charges to the date of the readings, after which the charges shall accrue to Buyer. The sum of \$200 shall be held in escrow as security for the payment of utilities until Seller deposits into escrow receipts evidencing such payment.



### **Closing**

Closing is the date on which the Seller-executed deed is released to Buyer. The closing date is designated as May 16, 2022, provided there are no unforeseen delays such as clearing title. Time is of the essence, and in no event shall closing be later than 60 calendar days after the designated closing date, unless an extension is agreed upon in writing between Buyer and Seller.

### **Escrow Agent**

This transaction shall be closed in escrow with an escrow agent of Buyer's choice ("escrow agent"). Buyer shall deposit with the escrow agent an executed counterpart of this Agreement, which shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance, but if they are inconsistent or conflict with the terms of this Agreement, this Agreement shall control.

### **Closing Documents and Funds**

If on the closing date (1) the escrow agent then has on hand all necessary funds and documents to complete the transaction, and (2) the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed for record, the required title guaranty policy or title insurance, the escrow agent shall thereupon record the deed and all other required instruments and shall deliver to each party the funds and documents to which it is entitled, together with the agent's escrow statement.

Both Buyer and Seller have to submit all documentation and other information requested by the title company/escrow agent needed to close the transaction. The parties may have to fix a date and time with the title company/escrow agent to close the transaction.

### **Possession**

Seller shall deliver possession of the Property as of the closing date, in the condition as warranted by Seller and in no event in any worse condition than the condition as of the date of execution of this Agreement, less reasonable wear and tear.

### **Risk of Loss**

Risk of loss or damage to the property by fire or other casualty occurring up to time of closing is assumed by Seller. If the building or buildings or any other improvements on the Property are damaged or destroyed before transfer of record title, and the damages are \$3,000 or less, this Agreement shall continue in full force and effect and Seller shall immediately assign to Buyer all of Seller's rights to the resulting insurance proceeds. If

the damages are greater than \$3,000, Buyer may either (a) continue this Agreement in full force and effect, and Seller shall immediately assign to Buyer all of Seller's rights to the insurance proceeds, or (b) rescind this Agreement, and all money, papers, or documents deposited by the parties shall be returned to them. Buyer shall assume risk of loss after record title to the Property is transferred to him. There shall be no proration of insurance. Seller shall retain his insurance until record title is transferred to Buyer, and Buyer shall procure his own policies of insurance to be effective from and after the date title to the Property is transferred to Buyer or his nominee.

#### Notice

All notices under this Agreement shall be deemed to be sufficiently given if personally delivered or sent by certified or registered mail, postage prepaid, return receipt requested, and addressed to the parties abovementioned addresses.

#### Miscellaneous Provisions

- a. **Governing Law:** The laws of the State of Ohio shall govern the Agreement.
- b. **Parties Bound:** This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.
- c. **Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- d. **Merger Clause:** This Agreement, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller and Agent, if any, with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters.
- e. **Force Majeure:** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic,



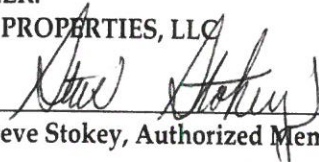
outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. Lack of financial resources on the part of either party shall not be a Force Majeure Event. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

- f. Amendments. This Agreement may be amended by the parties only by a written agreement.
- g. Attorneys' Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- h. Headings: Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

In witness of the mutual promises made above, Seller and Buyer have executed this contract.

**SELLER:**

**W.T. PROPERTIES, LLC**

By:   
Steve Stokey, Authorized Member

Date: April 11, 2022

**BUYER:**

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

By:   
President of Board

Date: April 27, 2022

Commissioners\realestatepurchaseagreementeasthigh

This instrument prepared by Robert R. Stephenson II, Assistant Tuscarawas County Prosecutor.

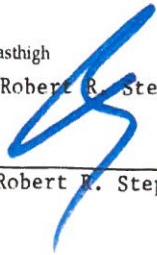
  
\_\_\_\_\_  
Robert R. Stephenson II

Exhibit A

**TRANSFERRED**  
TRANSFER FEE 2.50  
CONVEYANCE EXAMINED,  
SEC. 319-207 R. C. COMPARED WITH

JAN 30 1998

AMT 0  
JOHN A. BEITZEL  
Tuscarawas County Auditor

Inadequate Description - New Description  
necessary for future transfer  
Initial JB Date 1.30.98  
Joseph S. Bachman, Co. Engineer

VOL 727 PAGE 491

9800001161  
Filed For Record in  
TUSCARAWAS COUNTY, OH  
DOLDRIS HIXSON  
On 01-30-1998 At 10:53 am.  
WARRANTY D 18.00  
Vol. 727 Pg. 491 - 493

**OHIO WARRANTY DEED**

WILLIAM H. STOKEY and TIMOTHY G. STOKEY dba W. T. COMPANY, an Ohio General Partnership, of Tuscarawas County, Ohio, for valuable consideration paid, grants with general warranty covenants to WT PROPERTIES, Ltd., whose tax mailing address will be 485 West Third Street, Dover, Ohio, 44622, the following real property:

**PARCEL NO. 1:**

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

Being Lot Number One (1) of Williams' Out Lots to the City of New Philadelphia, as per Plat recorded in Vol. 1-A Page 54 of the Plat Records.

SAVING AND EXCEPTING THEREFROM eight feet in width off of the northwesterly side of said Lot as conveyed by Daniel J. Knisely and wife to the City of New Philadelphia by deed dated Sept. 23, 1904, recorded in Vol. 156, Page 216, of the Deed Records.

ALSO SAVING AND EXCEPTING 1.136 acres out of the East part of said Out Lot as described in the Deed from George Knisely and wife to Harvey Knisely dated Feb. 9, 1909, recorded in Vol. 164, Page 319 of the Deed Records, and described as follows: Being Part of Out Lot No. 1 of Williams' Out Lots to New Philadelphia, described as follows, to-wit: Beginning at the most Easterly corner of said Out Lot No. 1; thence N. 45° 33' W. 3.15 chains to the most northerly corner of said Out Lot No. 1; thence S. 65 deg. W. on the northwesterly boundary line of said Lot 3.845 chains to a point on said boundary line 200 feet distant from the northeasterly side of the New Philadelphia and Cadiz Road (now known as East Avenue Street in said City) thence S. 47 deg. E. parallel to and 200 feet distant from said road, a distant of 3.156 chains to a point on the southeasterly line of said Out Lot; thence N. 65 deg. E. on said line 3.765 chains to the place of beginning, containing 1.136 acres.

**ALSO SAVING AND EXCEPTING THE FOLLOWING:**

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio, and bounded and described as follows:

Being part of Out Lot 1 of Peter Williams' Addition of Out Lots to said City (said Out Lot as renumbered, being now known as Out Lot 133), more fully described as follows:

Being at a point on the northeasterly line of East High Avenue (formerly known as East Avenue), said point being situated North 43 deg. 13 min. West 100.0 feet from the intersection of the northeasterly line of East High Avenue and the southeasterly line of said Out Lot 1, said beginning point being the most westerly corner of a 0.425 acre tract heretofore conveyed by George Knisely to The Ideal Garage Company by deed bearing date October 4, 1920, and

"Deed prepared for tract described in copy"  
[NEED] RECORDED  
RECORDED  
TUSCARAWAS COUNTY, OH  
JAN 30 1998  
Deputy

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recorded in Volume 185, Page 564, of the Tuscarawas County Record of Deeds; thence along the northwesterly line of said 0.425 acre tract, North 68 deg. 59 min. East 200.0 feet to a point on the southwesterly line of a public alley at the most northerly corner of said 0.425 acre tract; thence along the southwesterly line of said alley, North 43 deg. 13 min. West 23.6 feet to an iron pin; thence running parallel with the southeasterly line of said Out Lot 1 and the northwesterly line of said 0.425 acre tract, South 66 deg. 59 min. West 200.0 feet to an iron pin on the northeasterly line of East High Avenue, said point being situated South 43 deg. 13 min. East 84.85 feet from a concrete monument at the most southerly corner of Clark's Eastern Addition to said City, said monument being at the intersection of the northeasterly line of East High Avenue and the northwesterly line of said Out Lot 1; thence along the northeasterly line of East High Avenue, South 43 deg. 13 min. East 23.6 feet to the place of beginning, containing 0.10 acre.

Be the same more or less, but subject to all legal highways.

Being Parcel No. 43-07930.000 and 43-02732.000.

Last Prior Conveyance: Volume 551, Page 231, Tuscarawas County Deed Records.

PARCEL NO. 2:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

Being a part of Out Lot 144, formerly known as Out Lot 12 of Williams Out Lots, more fully described as follows:

Beginning at a stake on the northerly line of a tract containing 0.18 acre which was heretofore conveyed to the City of New Philadelphia for widening Tenth Street, N.E., said beginning point being situated N. 21° 40' W. 40.0 feet from a concrete monument at the most northerly corner of Lot 37 in Powleson and Burry's East Avenue Allotment; thence in a northwesterly direction along a curve to the left, said curve being tangent to a line bearing N. 21 - 40 W. and having a radius of 764.7 feet, a distance of 167.5 feet to a stake situated 7.41 feet distant southerly at right angles from the northerly line of said Out Lot 12; thence running parallel with and 7.41 feet distant southerly at right angles from the northerly line of said Out Lot 12, S. 68 - 20 W. 240.7 feet to an iron pin at the northeast corner of a 0.38 acre tract heretofore conveyed to Roy I. and Ina May Printz by deed which is recorded in Vol. 296, Page 185 of the Tuscarawas County Records of Deeds; thence along the easterly line of said 0.38 acre tract, S. 42 - 26 E. 177.4 feet to an iron pin on the northerly line of Tenth Street, N.E., at the southeast corner of said 38 acre tract; thence along the northerly line of Tenth Street N.E. and the northerly line of said 0.18 acre tract, N. 68 - 20 E. 196.2 feet to the place of beginning, containing 0.83 acres, 0.29 acre being in the corporation of New Philadelphia and 0.54 acre being in New Philadelphia School Land in Goshen Township.

Parcel Nos. 43-02227.000 and 43-02228.000.

Last Prior Conveyance: Volume 565, Page 621; Volume 566, Page 726; and Volume 566, Page 941, Tuscarawas County Deed Records

IN WITNESS WHEREOF, said Partnership hereunto sets its hand and corporate seal,



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by William Stokey and Timothy Stokey, Partners, this 29<sup>th</sup> day of January, 1998.

Signed and acknowledged  
in the presence of:

W.T. COMPANY

Diane Miller  
T.W.H.  
Diane Miller  
T.W.H.

By: William H. Stokey  
William Stokey, Partner

By: Timothy H. Stokey  
Timothy Stokey, Partner

STATE OF OHIO, COUNTY OF TUSCARAWAS: SS

Before me, a Notary Public in and for said County and State, personally appeared  
W.T. COMPANY, an Ohio General Partnership, by WILLIAM STOKEY and TIMOTHY  
STOKEY, being all the Partners, who acknowledged that they did sign the foregoing  
instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~New~~  
Dover  
~~Philadelphia~~, Ohio, this 29<sup>th</sup> day of January, 1998.

Diane M. Miller  
Notary Public

DIANE M. MILLER  
Notary Public, State of Ohio  
My Commission Expires 8-14-2001

This Instrument Prepared By:  
Attorney Thomas W. Hardin  
New Philadelphia, Ohio.

9800001161  
HARDIN SCHAFFNER  
PICKUP

Inadequate Description - New Description  
 necessary for future transfer VOL 727 PAGE 494  
 Initial JS Date 1-30-99  
 Joseph S. Bachman, Co. Engineer

**TRANSFERRED**  
 TRANSFER FEE 1.50  
 CONVEYANCE EXAMINED,  
 SEC 319-202 R. C. COMPLIED WITH

JAN 30 1999  
 AMT - 0 -  
 JOHN A. BEITZEL  
 Tuscarawas County Auditor

9800001162  
 Filed for Record in  
 TUSCARAWAS COUNTY, OH  
 DOLORES HIXSON  
 On 01-30-1998 At 10:53 am.  
 WARRANTY D 18.00  
 Vol. 727 Pg. 494 - 496

**OHIO WARRANTY DEED**

WILLIAM H. STOKEY and TIMOTHY G. STOKEY dba W. T. COMPANY, an Ohio  
 General Partnership, of Tuscarawas County, Ohio, for valuable consideration paid, grants  
 with general warranty covenants to WT PROPERTIES, Ltd., whose tax mailing address will  
 be 485 West Third Street, Dover, Ohio, 44622, the following real property:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

**TRACT ONE:** Being part of Out Lot 1 of Peter Williams' Addition of Out Lots to said  
 City (said Out Lot as renumbered, being now known as Out Lot 133), more fully  
 described as follows: Beginning at a point on the northeasterly line of East High  
 Avenue (formerly known as East Avenue), said point being situated north 43 deg.  
 13 min. west 100.0 feet from the intersection of the northeasterly line of East High  
 Avenue and the southeasterly line of said Out Lot 1, said beginning point being the  
 most westerly corner of a 0.425 acre tract heretofore conveyed by George Knisely  
 to The Ideal Garage Company by deed bearing date October 4, 1920 and recorded  
 in Volume 185, page 564, of the Tuscarawas County Record of Deeds; thence along  
 the northwesterly line of said 0.425 acre tract, north 68 deg. 59 min. east 200.0  
 feet to a point on the southwesterly line of a public alley at the most northerly corner  
 of said 0.425 acre tract; thence along the southwesterly line of said alley, north 43  
 deg. 13 min. west 23.6 feet to an iron pin; thence running parallel with the  
 southeasterly line of said Out Lot 1 and the northwesterly line of said 0.425 acre  
 tract, south 68 deg. 59 min. west 200.0 feet to an iron pin on the northeasterly line  
 of East High Avenue, said point being situated south 43 deg. 13 min. east 84.85  
 feet from a concrete monument at the most southerly corner of Clark's Eastern  
 Addition to said city, said monument being at the intersection of the northeasterly  
 line of East High Avenue and the northwesterly line of said Out Lot 1; thence along  
 the northeasterly line of East High Avenue, south 43 deg. 13 min. east 23.6 feet to  
 the place of beginning, containing 0.10 acre.

**TRACT TWO:** Being part of Out Lot 1 of Peter Williams' Addition of Out Lots to said  
 City (said Out Lot as renumbered, being now known as Out Lot 133), more fully  
 described as follows: Beginning at a point at the intersection of the northeasterly  
 line of East High Avenue (formerly known as East Avenue) and the southeasterly line  
 of said Out Lot 1; thence along the northeasterly line of East High Avenue, north 43  
 deg. 13 min. west 100.0 feet to a point situated south 43 deg. 13 min. east 108.45  
 feet from a concrete monument at the most southerly corner of Clark's Eastern  
 Addition to said city, said monument being at the intersection of the northeasterly  
 line of East High Avenue and the northwesterly line of said Out Lot 1; thence north  
 68 deg. 59 min. east 200.0 feet to a point on the southwesterly line of a public  
 alley; thence along the southwesterly line of said alley, south 43 deg. 13 min. east  
 100.0 feet to a point on the southeasterly line of said Out Lot 1, said point being  
 also on the northwesterly line of Powleson and Burry's East Avenue Allotment;  
 thence along the southeasterly line of said Out Lot 1 and the northwesterly line of  
 said Allotment, south 68 deg. 59 min. west 200.0 feet to the place of beginning,  
 containing 0.425 acre and being the same premises heretofore conveyed by George  
 Knisely to The Ideal Garage Company by deed bearing date October 4, 1920, and  
 recorded in Vol. 185 page 564 of the Tuscarawas County Record of Deeds.

**TRACT THREE:** Being Part of Lot 1 of Peter Williams' Out Lots in the first quarter  
 of Township 8, Range 2, United States Military District, bounded and described as  
 follows:--Beginning at the most easterly corner of said Out Lot No. 1, thence north

"Deed checked for tract description only"  
 MSW approved 2/26/99  
 JOSEPH S. BACHMAN, Tuscar. Co. Engineer  
 Date 7-30-96 Deputy JAL

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45 deg. 33 min. west 3.15 chains to the most northerly corner of said Out Lot No. 1, thence south 65 deg. west on the northwesterly boundary line of said lot 3.845 chains to a point on said boundary line 200 feet distant from the northeasterly side of the New Philadelphia and Cadiz Road (now known as East Avenue Street in said city), thence south 47 deg. east parallel to and 200 feet distant from said road, a distance of 3.156 chains to a point on the southeasterly line of said Out Lot, thence north 65 deg. east on said line 3.765 chains to the place of beginning, containing 1.136 acres.

Excepting therefrom the following parts thereof:

**First Exception:** A strip eight (8) feet in width off the northwest side of the above described premises conveyed to the City of New Philadelphia, Ohio, by Daniel J. Knisely and Margaret Knisely by deed dated September 23, 1904, recorded in Vol. 156 page 216 Deed Records of Tuscarawas County; said strip having been dedicated to public use as part of an alley 16 2/3 feet in width, 8 2/3 feet of said alley being part of the premises lying northwest of the above described premises.

**Second Exception:** Being part of Lot Number One of Williams' Out Lots and beginning for a boundary at a stake situated south 44 deg. 11 min. east 16.67 feet from the southwest corner of Lot No. 7 in Clark's East Addition to said city, said stake being at the intersection of the easterly line of the 20 foot alley in said addition produced southerly in a straight line of a strip of land 8 feet wide heretofore conveyed by Daniel Knisely to the City of New Philadelphia, Ohio, appearing in Vol. 156, page 216, Tuscarawas County Deed Records, for alley purposes; thence along the line of said 20 foot alley produced southerly in a straight line south 44 deg. 11 min. east 200.8 feet to the southeasterly line of the 1.136 acre tract owned by the grantors herein; thence along said line, south 68 deg. 1 min. west 21.6 feet to a stake; thence north 44 deg. 11 min. west 200.8 feet to a stake on the southwest-erly line of the aforesaid 8 foot strip of land heretofore deeded by Daniel Knisely to said city, thence along said line north 68 deg. east 21.6 feet to the place of beginning, containing 0.092 of an acre.

Being the parcel conveyed to the City of New Philadelphia, Ohio, by George W. Knisely and others by deed dated March 14, 1923, recorded in Vol. 201 page 21 Deed Records of Tuscarawas County.

**Third Exception:**

**Parcel No. 1:** Being part of Out Lot 133 in said City, formerly known as Out Lot 1 of Williams' Out Lots, more fully described as follows: Beginning at a point on the southerly line of said Out Lot 133, said beginning point being situated 220 feet distant easterly measured along said Lot line, from the easterly line of East High Avenue in said city; thence along said lot line and the northerly line of Powleson and Burry's East Avenue Allotment, north 69 deg. 00 min. east 228.5 feet to the most easterly corner of said Out Lot 133; thence along the easterly line of said Out Lot, north 41 - 50 W. 21.4 feet to an iron pin; thence running parallel with and 20 feet distant northerly from the southerly line of said Out Lot, S. 69 - 00 W. 228.9 feet to an iron pin, said point being on the continuation of the easterly line of the first alley easterly from East High Avenue in Clark's Addition, produced southerly in a straight line; thence along the continuation of said easterly line of said alley, S. 43 - 13 E. 21.6 feet to the place of beginning, containing 0.105 acre.

**Parcel No. 2:** Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio, and being part of Out Lot 133 in said City, formerly known as Out Lot 1 of Williams' Outlots, more fully described as follows: - Beginning at an iron pin on the continuation southerly in a straight line of the easterly line of the first alley easterly from East High Avenue in Clark's Addition to said city, said beginning point being situated S. 43 - 13 E. 16.67 feet from the most southerly corner of Lot 7 in Clark's Addition; thence along the continuation of the easterly line of said alley; produced southerly in a straight line S. 43 - 13 E. 10.0 feet; thence N. 12 - 54 E. 11.16 feet; thence running parallel with the southerly line of said Lot 7, S. 69 - 00 W. 10.0 feet to the place of beginning, containing 46 square feet.

Being the same premises conveyed to the City of New Philadelphia, Ohio, by Geo. A. Holleyoak & Irena Holleyoak by deed dated Aug. 7, 1944, recorded in Vol. 266 page 428 of said deed records.



VOL 727 PAGE 496

Be the same more or less but subject to all legal highways, restrictions of record, existing public utility easements, if any, and zoning ordinance of the City of New Philadelphia, Ohio.

Being Parcel Nos. 43-04800 (Tract One and Tract Two); and 43-04799.00 (Tract Three).

Last Prior Conveyance: 529, Page 283, Tuscarawas County Deed Records.

IN WITNESS WHEREOF, said Partnership hereunto sets its hand and corporate seal,

by William Stokey and Timothy Stokey, Partners, this 29<sup>th</sup> day of January, 1998.

Signed and acknowledged in the presence of:

W.T. COMPANY

Diane Miller  
T.W.H.  
Diane Miller  
T.W.H.

By: William Stokey  
William Stokey, Partner

By: Timothy Stokey  
Timothy Stokey, Partner

STATE OF OHIO, COUNTY OF TUSCARAWAS: SS

Before me, a Notary Public in and for said County and State, personally appeared W.T. COMPANY, an Ohio General Partnership, by WILLIAM STOKEY and TIMOTHY STOKEY, being all the Partners, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New Philadelphia, Ohio, this 29<sup>th</sup> day of January, 1998.

Diane M. Miller  
Notary Public

DIANE M. MILLER  
Notary Public, State of Ohio  
My Commission Expires 8-14-2001

This Instrument Prepared By:  
Attorney Thomas W. Hardin  
New Philadelphia, Ohio.

9800001162  
HARDIN SCHAFFNER  
PICKUP

VL1149 PAGE 1315

20040005667  
Filed for Record in  
TUSCARAWAS COUNTY, OH  
LORI L SMITH  
04-28-2004 At 10:32 AM.  
WARRANTY D 26, 00  
DR Volume 1149 Page 1315 - 1316

**TRANSFERRED**  
TRANSFER FEE - 1.50  
CONVEYANCE EXAMINED  
REC. 319-200 R. C. COMPILED WITH



APR 20 2004  
AMT. 234.00  
MATT JUDY  
Tuscarawas County Auditor

**GENERAL WARRANTY DEED**  
(Shorey Form O.P.C. Section 3301.03-01)

Russell Edwards, Married of Tuscarawas County, Ohio, for valuable consideration paid, grants with general warranty covenants, to WT Properties LTD, An Ohio Limited Liability Company, Charter and Registration Number 114889 whose tax-mailing address is 120 Deeds Drive, Dover Ohio 44622 the following **REAL PROPERTY**:

Tract Number One:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio

Being part of Out Lot 144 in said City, formerly known as Out Lot 12 William's Out Lots, more fully described as follows:

Beginning at an iron pin at the intersection of the northerly line of Tenth Street N.E. and the westerly line of said Out Lot 144, thence along the westerly line of said Out Lot and along the easterly line of a 0.944 acre tract in Out Lot 133 owned by the Allied Machine and Engineering Corporation, N 41° 46' W 177.4 feet to an iron pin on the southerly line of a public alley, thence along the southerly line of said alley, N 69° 00' E 50.0 feet to an iron pin, thence S 41° 46' E 177.4 feet to an iron pin on the northerly line of Tenth Street N.E.; thence along the northerly line of Tenth Street N.E. S 69° 00' W 50.0 feet to the place of beginning, containing 0.19 acre.

Tract Number Two:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio

Being part of Our Lot 144 in said City, formerly known as Out Lot 12 of Williams' Out Lots, more fully described as follows:

Beginning at an iron pin on a Northerly line of Tenth Street N.E. in said City, said point being situated North 69° 00' min. East 50 feet from an iron pin at the intersection of the Northerly line of Tenth Street N.E. and the Westerly line of said Out Lot 144, thence running parallel with the westerly line of said Out Lot 144, North 41° 46' min. West 177.4 feet to an iron pin on a Southerly line of a public alley, thence along the Southerly line of said alley North 41° 46' min. East 50.0 feet to a stake, thence South 69° 00' min. East 177.4 feet to a stake on the Northerly line of Tenth Street NE, thence along the Northerly line of Tenth Street NE, South 69° 00' min. West 50.0 feet to the place of beginning, containing 0.19 acre.

Tract Number Three:

Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio and being part of Out Lot 144 in said City, formerly known as Out Lot 12 in Williams' Out Lots, more fully described as follows:

Beginning at a stake on the Northerly line of Tenth Street N.E., in said City, said point being situated North 69° 00' min. East 100.0 feet from an iron pin at the intersection of the Northerly line of Tenth Street NE and the Westerly line of said Out Lot 144, thence running parallel with the Westerly line of said Out Lot 144, North 41° 46' min. West 177.4 feet to a stake on the Southerly line of a public alley, thence along the Southerly line of said alley North 69° 00' min. East 50.0 feet to a stake, thence South 41° 46' min. East 177.4 feet to a stake on the Northerly line of Tenth Street NE, thence along the Northerly line of Tenth Street NE, South 69° 00' min. West 50.0 feet to the place of beginning 0.19 of an acre.

The real property described herein, is conveyed subject to, and they are exempted from the general warranty covenants, the following: all easements, leases, covenants, conditions and restrictions of record; all legal highways, zoning, building and other laws, ordinance and regulations, real estate taxes and assessments not yet due and payable, and discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which are not shown by the public records, but would be shown in a correct survey of premises.

Parcel No.: 43-01320.000, 43-01321.000

Prior Instrument Reference: Volume 288, Page 164 and Volume 342, Page 104 of the Tuscarawas County Deed Records.

Jacqueline Edwards, Wife of Grantor, Releases all of her dower herein.

VITPATRICK  
KEMMERMAN & ROSE  
CO., L.P.A.  
ATTORNEYS AT LAW  
140 PINE AVE., N.W.  
PO BOX 1034  
NEW PHILADELPHIA, OHIO  
44662

TL1149 PAGE 1316

200400005887  
TUSC TITLE  
PICK UP

EXECUTED AND ACKNOWLEDGED this 19th day of April, 2004

*Russell Edwards*  
Russell Edwards


*Jacqueline Edwards*  
Jacqueline Edwards

STATE OF OHIO  
TUSCARAWAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 19th day of April 2004, by Russell Edwards, and Jacqueline Edwards, Husband and Wife

*Shelley A. Coventry*  
Notary Public

(Seal)  
This instrument prepared by  
Attorney I Chag422w  
New Philadelphia, Ohio  
TTC # 00217502



SHELLEY A. COVENTRY, Notary Public  
State of Ohio  
City Commission Expires May 18, 2005

FITZPATRICK,  
ZIMMERMAN & ROSE  
COL. L. P.A.  
ATTORNEYS AT LAW  
142 FAIR AVE., N.W.  
PO BOX 1014  
NEW PHILADELPHIA, OHIO  
44663

**Discussion:** Commissioner Abbuhl clarified this document was created and signed by Robert Stephenson, II, Assistant Prosecuting Attorney. Commissioner Landis stated this is an exciting day for the Tuscarawas County Commissioners, residents, voters and the Board of Elections (BOE). We are pleased to announce that we are moving forward with the purchase of property on East High Avenue, approximately .9 miles from the County Building and Courthouse. The purpose of this purchase is to build a multi-functional facility that will include the new Tuscarawas County Board of Elections Office. This has been something other Boards of Commissioners have been looking at for a long time, and this board including Commissioner Sciarretti and now Commissioner Metzger, have looked at different options, buildings, and properties. The board has come up with a very good solution so the same issues that happened in 2020 with the pandemic in the middle of a critical federal election, seeing people lined up around the building, having two or three voting machines open at a time and being sanitized after each voter does not happen again for the 2024 General Election.

Commissioner Abbuhl stated due diligence was done in trying to find the right property. This new building will be designed for the needs of the BOE. There are plans to visit other BOE offices of similar size to see what works for them and what didn't work. The Courthouse is not designed for the type of foot traffic that comes through BOE. Mr. Abbuhl also noted the courts need more space for clients and attorneys, jury rooms and offices. Over the years, offices and rooms have been modified to make it possible for everyone to fit into the building. The courts have outgrown their area. Once the new facility is completed and BOE moves in, the courts will be able to utilize the BOE area for some more space and



*have the whole bottom floor. This new facility will have decades of use. Commissioner Landis also mentioned some parking issues will be alleviated and this project is a win-win for everyone.*

**ROLL CALL VOTE:** Chris Abbuhl, yes;  
Al Landis, yes;  
Kerry Metzger, absent;

**Discussion:** *Commissioner Abbuhl noted staff and Crystal DiGenova, Administrative Assistant, have worked with Pitney Bowes in reviewing the service they provide and have been happy with their services.*

**RESOLUTION (375-2022) AGREEMENT – PITNEY BOWES – MAIL MACHINE**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the Pitney Bowes Agreement for the mail machine (option #1) between the Tuscarawas County Commissioners and Pitney Bowes. Approved as to form by Robert Stephenson II, Assistant Prosecutor.



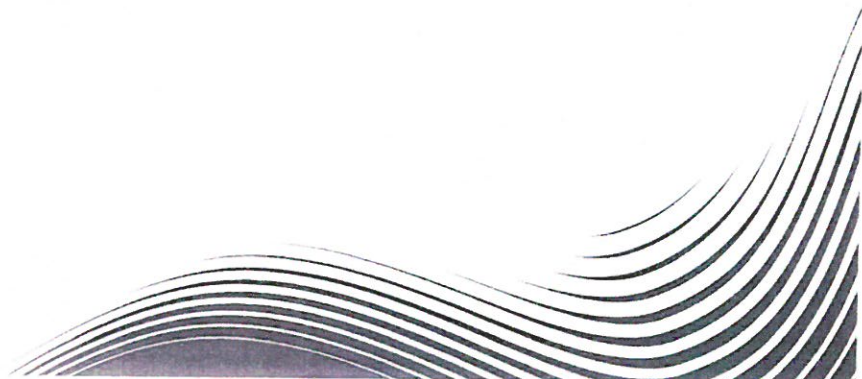
## Sending Technology Solutions

Proposal for:

# TUSCARAWAS COUNTY COMMISSIONER

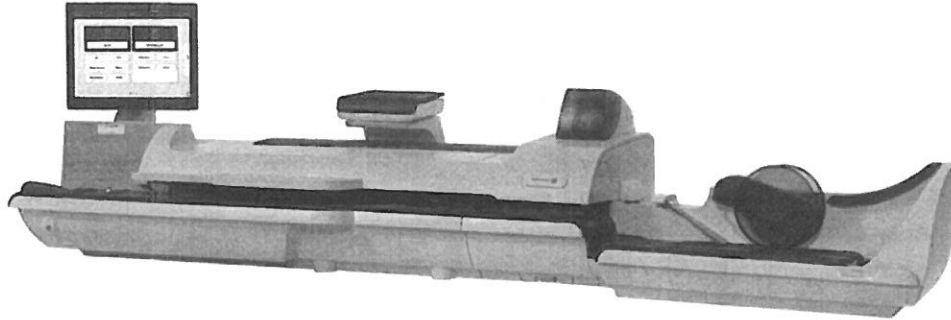
Prepared by:  
Carrie Greenaway  
Major Account Manager  
Pitney Bowes

March 22, 2022





SendPro® P3000 mailing system



Mailing Solutions



SaaS Shipping Solutions



Lockers & Receiving Solutions



Business Communication Automation



Financial Services



Client Enablement Services

Key features

For letter mail, the SendPro P3000 will seal and print postage for mail up to 3/4" thick at up to 310 letters per minute.

Open or Closed-flap sealing for envelopes up to 3/4" thick with advanced pump-fed pad, complete with moisture adjustments at a job-level.

Load-on-the-fly feeders help keep your mail moving, freeing time for other tasks.

Includes 50-user SendPro Online access, so your employees can mail and ship via USPS® remotely or right from their desks.

Print return address, envelope ad and indicia or permit imprint in a single pass.

- Weigh-on-the-Way module accurately rates mail based on the weigh and dimensions of each envelope at speeds up to 205 letters per minute.
- Minimize interruptions with proven self-aligning, reverse separation technology.
- Integrated and interfaced weighing options ensure postage accuracy
- SendPro Online access allows desktop users to create a ship request for larger items like Priority Mail, making it easier to take advantage of IMpb savings.
- Complies with all current USPS® regulations including Intelligent Mail Indicia® (IMI)\*, Dimensional Weighing® (DIM) and Intelligent Mail Package Barcode® (IMpb) when using compliant trackable label. \*Due to its enhanced data security features, the SendPro® P Series/Connect+ is approved for us by the USPS through December 31, 2027.



Financial Overview

Solution Option 1 Recommendations

**SendPro® P3000 mailing system**



- Weigh on the Weigh automatic feeder
- Speed: 220 non WOW / 135 WOW
- 15 inch touch display
- Power Stacker
- 15 lb scale
- Access to SendPro Online

Option 1 Lease Investment Summary

Valid until: 5/13/2022

|  |          |
|--|----------|
| Hardware and software as described above | Included |
| Maintenance, rate updates, and support   | Included |
| Freight, delivery, and installation      | Included |



60 Months  
\$675.25

Solution Option 2 Recommendations

**SendPro® P3000 mailing system**



- Weigh on the Weigh automatic feeder
- Speed: 165 non WOW / 105 WOW
- 15 inch touch display
- Power Stacker
- 15 lb scale
- Access to SendPro Online

Option 2 Lease Investment Summary

|  |          |
|--|----------|
| Hardware and software as described above | Included |
| Maintenance, rate updates, and support   | Included |
| Freight, delivery, and installation      | Included |



60 Months  
\$647.87



## Notice of confidentiality

© 2020 Pitney Bowes Inc. All rights reserved.

The responses provided herein are intended for discussion purposes and nothing contained herein is intended as a binding agreement, which can only be reached by a written agreement entered into by the parties. The information contained in this document and the solution proposed by Pitney Bowes (PB) is proprietary and confidential to PB. These materials can be used solely for the purpose of evaluating a possible transaction between PB and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of PB.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona

Master Agreement #: ADSPO16-169897, as amended

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF OHIO**

The Participating Entity is also referred to as the Contracting Agency.

A Purchasing Entity may also be referred to as an Ordering Agency.

The following products or services are included in this contract portfolio:

*All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website as of January 2021, as amended from time to time on the NASPO VP website*

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The NASPO ValuePoint Master Agreement may also be referred to as the Consortium Agreement elsewhere in this Participating Addendum. The Pitney Bowes DMT product line and related services (as described in tabs on the Price Attachments C and C-1 to the Agreement ("Folders-Inserters Production, Inserters-Production, Pre-sorting Equipment Production and Software License and Subscriptions applicable to DMT Production Mail Equipment")) (the "DMT Product Line"), as well as the PB Software product line, is excluded from this Participating Addendum.
2. **Participation:** The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. For the avoidance of doubt, non-profits and private first-responder entities are not permitted to use this Participating Addendum.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona

Contractor

|            |   |
|------------|---|
| Name:      | Art Adams, Director Government Contract Compliance        |
| Address:   | Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926 |
| Telephone: | (203) 351-7866  |
| Fax:       | (203) 460-3827  |
| Email:     | art.adams@pb.com  |

Contractor – Government Sales Channel Director – Northeast Region

|                  |   |
|------------------|---|
| <u>Name</u>      | <u>Denise Beychok - Stevens</u>               |
| <u>Address</u>   | <u>3001 Summer Street, Stamford, CT 06926</u> |
| <u>Telephone</u> | <u>(225) 931-8780</u>                         |
| <u>Fax</u>       |   |
| <u>E-mail</u>    | <u>Denise.beychok@pb.com</u>                  |

Lead State

|                  |  |
|------------------|--|
| <u>Name</u>      | <u>Nyesha "Nye" Daley, MBA, PhD (ABD)</u><br><u>Statewide Procurement Manager, Professional Services</u> |
| <u>Address</u>   | <u>Arizona DOA-SPO, 100 N. 15<sup>th</sup> Ave, Suite 402, Phoenix, AZ 85007</u>                         |
| <u>Telephone</u> | <u>602-542-4907</u>  |
| <u>Fax</u>       | <u>602-542-5508</u>  |
| <u>E-mail</u>    | <u>nyesha.daley@azdoa.gov</u>  |

Participating Entity

|            |                                     |
|------------|-------------------------------------|
| Name:      | Megan Wampler                       |
| Address:   | 4200 Surface Rd. Columbus, OH 43228 |
| Telephone: | 614-752-0032                        |
| Fax:       |                                     |
| Email:     | Megan.wampler@das.ohio.gov          |



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**  
Led by the State of Arizona

**4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as Attachment D.

4.2 All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and attached hereto as Attachment C.

**4.3 Lease Agreements:**

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-169897. Attachment B reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

(a) Pitney Bowes Global Financial Services LLC "GFS" State & Local Rental – Option B and its terms and conditions are offered for lease transaction for the SMB Product line specifically listed in Option B.

4.4 Sales & Purchase Tax will be charged, if required under your State Statute.

**4.5 Subcontractors:**

All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Ohio, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**4.6 Purchase Order Instructions:**

Page 3 of 17

All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897 " (2) Your Name, Address, Contact, & Phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order

**4.7 Price Agreement Number:**

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: **RS901322** and the Lead State price agreement number: ADSPO16-169897.

**4.8 Individual Customer:**

Each State agency and cooperative purchasing member, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

**4.9** Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "provided, however, that the State shall be deemed to have accepted a Product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product."

**4.10 State of Ohio Special Terms and Conditions**

Nothing in this agreement shall be construed as debt financing or create any debt of the State.

Order of Priority: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Ohio Standard Contract Terms and Conditions, the Ohio Standard Contract Terms and Conditions will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

AMENDMENTS TO THE OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the entity must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is

not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. The Contractor must look solely to the cooperative purchasing member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to cooperative purchasing member's and cooperative purchasing member performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a cooperative purchasing member.

**CONTRACTOR QUARTERLY SALES REPORT:** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses.

For same day or overnight deliveries:

Huntington National Bank  
 ATTN: L-3686  
 7 Easton Oval  
 Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
 L-3686  
 Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

**CONTRACTOR REVENUE SHARE:** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total net quarterly sales (gross sales, minus returns, credits, and deductions) reported. Contractors may adjust its Master Agreement pricing to include this revenue share.. The revenue share is included in the Ohio NASPO pricebook found at [www.pb.com/states](http://www.pb.com/states) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:



Huntington National Bank  
ATTN: L-3686  
7 Easton Oval  
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

#### **5. ENTIRE AGREEMENT**

This Participating Addendum and the Master Price Agreement number ADSP016-169897 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|   |  |
|---|--|
| Participating Entity: State of Ohio                                       | Contractor: Pitney Bowes Inc.                    |
| Signature:<br><br>E-SIGNED by Kelly Sanders<br>on 2021-09-29 15:45:22 GMT | Signature:                                       |
| Name: Kelly Sanders   | Name: Arthur E. Adams, Jr.                       |
| Title: Chief Procurement Officer  | Title: Director – Government Contract Compliance |
| Date:   | Date:<br>September 20, 2021                      |

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

|                                      |                             |
|--------------------------------------|-----------------------------|
| Cooperative Development Coordinator: | Ted Fosket                  |
| Telephone:                           | (907) 723-3360              |
| Email:                               | tfosket@naspovaluepoint.org |

***[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.]***

**ATTACHMENT B**

**SUMMARY OF LEASING/RENTAL PROGRAMS UNDER ADSP016-169897, as amended**

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP016-00006328- to Pitney Bowes Inc. Notwithstanding the foregoing, only Options A and C below may be used for the DI2000 and Lockers. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024

**FAIR MARKET VALUE/Rental (OPERATING LEASE) - Option B** This program provides you with 24, 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with upon 90 day notice of cancellation by Purchasing Entity. In addition to all amounts outstanding at the time notice of cancellation is provided by Purchasing Entity, Purchasing Entity shall be responsible for all rent payments due through the 90 day notice period. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a \$10,000.00 equipment price:

| MONTHLY LEASE RATES |                   |
|---------------------|-------------------|
| TERM                | LEASE RATE FACTOR |
| 24                  | 0.0514            |
| 36                  | 0.0377            |
| 48                  | 0.0309            |
| 60                  | 0.0270            |

| MONTHLY LEASE PAYMENT BASED ON \$10,000.00 TRANSACTION* |                   |
|---|-------------------|
| TERM  | EQUIPMENT PAYMENT |
| 24  | \$514.00          |
| 36  | \$377.00          |
| 48  | \$309.00          |
| 60  | \$270.00          |

\*Monthly payment excludes any Sales and or Purchase Tax. Sales and/or Purchase Tax will be charged, if required under Your State Statute.



**SPECIAL COTERMINOUS LEASE RATES (for SMB,the DI2000, and lockers only)**

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint ADSPO16-00006328 Financing Option A, Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024. Only Options A and C may be used for the DI2000 and Lockers.

| TERM | OPTION B |
|------|----------|
| 12   | 0.09312  |
| 15   | 0.07638  |
| 18   | 0.06525  |
| 21   | 0.05732  |
| 27   | 0.04680  |
| 30   | 0.04313  |
| 33   | 0.04015  |
| 36   | 0.03770  |
| 39   | 0.03560  |
| 42   | 0.03382  |
| 45   | 0.03230  |
| 48   | 0.03090  |
| 51   | 0.02980  |
| 54   | 0.02880  |
| 57   | 0.02786  |

**Attachment C**

**1. DEFINITIONS**

As used in this Agreement, the following terms mean:

**"Agreement"** – the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, these terms and conditions, and any attached exhibits.

**"Bank"**- The Pitney Bowes Bank, Inc.

**"Equipment"** means the equipment listed on the Order, excluding any Meter or standalone software.

**"Initial Term"** - the rental period listed on the Order.

**"Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD") and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine.

**"Meter Services"** means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSF as described in Section 2.6; and the Softguard Program outlined in Section 2.5.

**"Master Agreement"** – NASPO ValuePoint Master Agreement ADSPO16-169897 Mail Room Equipment, Services and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

**"NASPO ValuePoint"** – NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

**"Order"** - the executed order between the applicable Pitney Bowes company and you for the products covered by the order.

**"PBGFS"** - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

**"PBI," "We," "Our," or "Us"** - Pitney Bowes Inc.

**"Reserve Account" – the Postage By Phone® Reserve Account that you maintain at the Bank.**

**"State Participating Addendum"** – the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

**"USPS"** – the United States Postal Service.

**Equipment Rental and Meter Services Terms and Conditions**

**"You," or "Your"** - the person identified on the Order who is renting Equipment or purchasing Meter Services.

**2. METER RENTAL**

**2.1 Fees**

- (a) We will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order.
- (b) After the Initial Term, we may increase the rental and/or Meter Services fees in accordance with the Master Agreement.
- (d) When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (e) If you do not pay the fees when due or you do not comply with the Agreement, we may disable the Meter, terminate the Agreement, retake the Meter, and collect from you all fees due through the termination date of the Agreement.
- (f) You are responsible for paying any taxes on the Meter and services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

**2.2 Postage**

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See section U1 for details.
- (b) If you participate in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.
- (c) If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

**2.3 Terms of Use; Federal Regulations**

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) You agree to use only attachments or printing devices authorized by us.

- (c) You must receive our written consent before moving the Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.
- (h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

2.4 Care and Risk of Loss

- (a) You agree to take proper care of the Meter(s).
- (b) You assume all risk of loss or damage to the Meter while you have possession.

2.5 Rate Updates and Soft-Guard® Program

- (a) Your Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program.
- (b) The Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.

- (d) Your Soft-Guard® Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in Zip Code or zone due to equipment relocation.
- (e) We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

2.6 Repair or Replacement

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, use of Meter in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of Meter with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to Meter (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images
- (b) REPAIR OR REPLACEMENT IS YOUR SOLE

REMEDY.

2.7 LIMITATION OF LIABILITY

See – Master Agreement

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter or from your PC Postage account and we may disclose this information to the USPS or other governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our customers' postage usage with third parties.

3. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

3.1 Fees

- (a) Any fees charged by the USPS for any Value Based Service you purchase is payable by you in the same way that you pay for postage.



- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink® Control Center with the USPS data system.

3.2 THE VALUE BASED SERVICES PROVIDED BY THE USPS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE VALUE BASED SERVICES PROVIDED BY THE USPS, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

3.3 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.

**4. EMBEDDED SOFTWARE AND SUBSCRIPTION SERVICES**

4.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

4.2 Subscription Services. We may offer certain on-demand services to you on a subscription basis as indicated in the applicable Order. Upon payment of any applicable subscription fees, we grant you a non-

exclusive, non-transferable license to access and use the subscription services for the term set forth in the Order for your internal business purposes only. You may not provide access to the subscription services to any third party, or use the subscription services on behalf of any third party absent our written consent. You will comply with all applicable laws, rules and regulations governing your use of the subscription services, including any data protection or privacy laws. You will not use the services to send or store infringing, obscene, threatening or unlawful material or disrupt the use by others of the subscription services, network service or network equipment, and you will not reverse engineer, decompile or disassemble the subscription services. If the subscription services you purchased come with their own terms of use, your use of those subscription services will be governed by those terms. Maintenance and technical support for any on-demand services will be provided in accordance with a separate agreement covering the same.

**5. INTERNET ACCESS POINT**

5.1 The Connect+™ and SendPro P or C series mailing systems may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+™ and SendPro P or C series mailing systems and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

**6. ENDING THIS AGREEMENT**

- 6.1 Your right to use the Meter, or Value Based Services is limited in duration to the Initial Term and to any subsequent extensions of the Initial Term.
- 6.2 After the Initial Term of an Order that contains a Meter, you or we may cancel the Order solely with respect to the Meter, upon 30 days prior written notice. This shall in no way impact your other rights under this Agreement.
- 6.3 We reserve the right to recover or disable the Meter and terminate this use at any time if in violation of the terms of use under the Federal Regulations.
- 6.4 After cancellation or termination of this Agreement, you must return the Meter to us in the same condition as you received it, reasonable wear and tear excepted.

**UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT**

UI.1 In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve

Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship

concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

**SENDPRO™ TERMS AND CONDITIONS**

If you are acquiring a SendPro subscription: (i) without SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-subscription.html>; and (ii) with SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-term.html>. Your use of the SendPro application is entirely governed by the SendPro Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

ATTACHMENT D  
SOFTWARE LICENSE AGREEMENTS

**SMB Terms**

Business Manager Software License Agreement OCT 2016  
Distribution Solutions SLMA Nov 2015-Pathfinder-v092215  
EULA ConnectRight Mailer  
PlanetPress- End User License Agreement-click wrap  
Planet Press Service Link  
SendPro U.S. Terms of Use Subscription MAY 2016  
SendPro U.S. Terms of Use with Equipment Lease MAY 2016  
Hosting Addendum for Distribution Solution Products May 2015  
On Demand Subscription Services Agreement  
DI2000 Terms

**OPTION B -- NASPO VALUEPOINT FMV RENTAL TERMS AND CONDITIONS:**

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSPO16-16897 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSPO16-00006328- to Pitney Bowes Inc. Notwithstanding the foregoing, this Option B may not be used for the DI2000 or Pitney Bowes Lockers.

The Pricing Plan for the NASPO ValuePoint Fair Market Value Rental Terms and Conditions is as follows:

**Monthly Rate Factors:**

| Term: | Rate: |
|-------|-------|
| 36    | .0377 |
| 48    | .0309 |
| 60    | .0270 |

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Payment, plus applicable monthly Equipment rental, Meter Services, and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes, multiplied by three (3) months = equals the Quarterly Payment.

For further clarification a 36 month rental based on a \$10,000 equipment order would equal a \$377.00 monthly equipment payment multiplied by 3 months equaling a \$1,131 quarterly lease payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly Equipment Rental, Meter Services, and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.

**L1. DEFINITIONS**

L1.1 The following terms mean:

**"Agreement"** - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, these terms and conditions, and any attached exhibits.

**"Bank"**- The Pitney Bowes Bank, Inc.

**"Consumable Supplies"** - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

**"Covered Equipment"** - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, or any standalone software, and SendKit equipment.

**"Delivery Date"** - the date the Equipment or other item is delivered to your location.

**"Effective Date"** - the date the Order is received by us.

**"Equipment"** - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.

**"Initial Term"** - the lease period listed on the Order

**"Install Date"** - the date the Equipment or other item is installed at your location.

**"Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD") and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine.

**"Meter Services"** means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated

processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 2.6 of the Equipment Rental and Meter Services Terms and Conditions; and the Softguard Program outlined in Section 2.5 of the Equipment Rental and Meter Services Terms and Conditions.

**"FMV Rental"** - the Order and this NASPO ValuePoint Fair Market Value Rental Terms and Conditions.

**"Maintenance Service"** - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

**"Master Agreement"** - NASPO ValuePoint Master Agreement ADSPO16-169897 Mail Room Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

**"NASPO ValuePoint"** - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

**"Order"** - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

**"PBGFS"** - Pitney Bowes Global Financial Services LLC.

**"PBI"** - Pitney Bowes Inc.

**"Pitney Bowes"** - PBGFS and its subsidiaries, and PBI.

**"Postage Equipment Rental and Meter Services Agreement"** - an agreement governing the Equipment rental and Meter Services you enter into with us.

**"SLA"** - the Service Level Agreement.

**"SLMA"** - a Software License and Maintenance Agreement you enter into with us

**"SOW"** - a Statement of Work you enter into with us.

NASPO VALUE POINT FMV Rental Agreement -ADSPO16-169897 Rev 12/20  
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"State Participating Addendum" the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

"We," "Our," or "Us" – the Pitney Bowes company with whom you've entered into the Order.

"You," "Your," "Lessee," or "Customer" – the entity identified on the Order.

**L2. AGREEMENT**

L2.1 You are renting the Equipment listed on the Order.

L2.2 **You may not cancel this Order for any reason except as expressly set forth in Section IIB of the State of Ohio Standard Terms and Conditions or Section L11 below, all payment obligations are unconditional.**

L2.3 If you do not pay the fees when due in accordance with the State of Ohio Standard Contract Terms and Conditions, or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, or as required under the State of Ohio Standard Contract Terms and Conditions, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

**L3. PAYMENT TERMS AND OBLIGATIONS**

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.

L3.3 Any Meter Services fees, SLA fees, and subscription fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the FMV Rental Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

**L4. EQUIPMENT OWNERSHIP**

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

**L5. FMV RENTAL TERM**

The term is the number of months stated on the Order ("FVM Rental Term"). The FMV Rental Term will commence on the date the Equipment is delivered, if we do not install the Equipment. If we install the Equipment, the FMV Rental Term will commence on the installation date.

**L6. END OF FMV RENTAL OPTIONS**

L6.1 During the 90 days before your FMV Rental ends, you may, if not in default, select one of the following options:

- (a) enter into a new agreement with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or

- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us 120 days prior written notice before the FMV Rental expires (unless the law requires the notice period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

**L7. WARRANTY AND LIMITATION OF LIABILITY**

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

**L8. EQUIPMENT OBLIGATIONS**

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.
- L9. RISK OF LOSS AND VALUEMAX® PROGRAM**
- L9.1 Risk of Loss.
- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
  - (b) No Loss will relieve you of any of your obligations under this FMV Rental. You must immediately notify us in writing of any Loss.
- L10. NON-APPROPRIATION**
- L10.1 Please refer to Section IIB of the State of Ohio Standard Terms and Conditions.
- L11. EARLY TERMINATION**
- L11.1 You further warrant that you intend to enter into this FMV Rental for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan.
- Cancellation Option – Cancel the Order by providing Contractor with ninety (90) days prior written notice. In addition to all amounts then outstanding, You shall be responsible for all amounts due through the 90 day notice period.
- L12. MISCELLANEOUS**
- L12.1 If more than one lessee is named in this FMV Rental, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS FMV RENTAL WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 Please refer to the Participating Addendum for Order of Precedence.
- L12.6 Any Meter used by you under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.
- L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.
- L12.8 The Connect+ or SendPro™ P or C series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ or SendPro™ P or C series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.
- L12.9 We will provide you with a welcome letter by email.
- L.12.10 Support for the DM Infinity Meter may not go beyond June 30, 2024.
- L 12.11 The Initial Term/the FMV Rental Term for a DM Infinity Meter may not go beyond June 30, 2024.
- L12.12 Intentionally Omitted**
- L12.13 AddressRight® Printers**  
 Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [www.pitneybowes.com/us/addressrightprinter-terms.html](http://www.pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those terms govern to the extent they are inconsistent with the other terms of this Agreement.

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;

**RESOLUTION (376-2022)**

**PAY BILLS**

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve payment for the following bills:

**Meeting Date 04/27/2022**

**Auditor**

|                         |         |            |            |
|-------------------------|---------|------------|------------|
| Harris Computer Systems | Support | \$2,646.82 |            |
|                         |         |            | \$2,646.82 |

**Clerk of Courts**

|          |         |         |          |
|----------|---------|---------|----------|
| Frontier | Service | \$53.80 |          |
| AT & T   | Service | \$77.16 |          |
|          |         |         | \$130.96 |

**Commissioners**

|                                  |                                  |            |             |
|----------------------------------|----------------------------------|------------|-------------|
| Office Depot                     | Supplies                         | \$33.83    |             |
| Frontier                         | Service                          | \$465.66   |             |
| MNJ Technologies                 | SmartBoard                       | \$8,180.00 |             |
| Kayline                          | Supplies                         | \$190.93   |             |
| American Electric Power          | Service                          | \$385.54   |             |
| American Electric Power          | Service                          | \$1,460.40 |             |
| BA Widder Architectural Services | Architect & Engineering Services | \$28.96    |             |
| BA Widder Architectural Services | Architect & Engineering Services | \$4,852.70 |             |
| Tusc Co Family & Children First  | 2022 Grant                       | \$5,000.00 |             |
| Frontier                         | Service                          | \$221.70   |             |
|                                  |                                  |            | \$20,819.72 |

**Common Pleas**

|                     |          |          |          |
|---------------------|----------|----------|----------|
| Staples Credit Plan | Supplies | \$117.43 |          |
|                     |          |          | \$117.43 |

**Community & Economic Development**

|                                   |                       |            |            |
|-----------------------------------|-----------------------|------------|------------|
| Ohio Conference of Community Dev. | Training Registration | \$20.00    |            |
| Tusc Co OCED                      | B-C-21-1CT-1 Admin    | \$8,369.17 |            |
|                                   |                       |            | \$8,389.17 |

**Dog Pound**

|                  |                                   |          |          |
|------------------|-----------------------------------|----------|----------|
| Crystal DiGenova | Reimb/Cordless Phones w/Answering | \$119.99 |          |
|                  |                                   |          | \$119.99 |

**Emergency Management**

|                              |                                   |            |            |
|------------------------------|-----------------------------------|------------|------------|
| Graphic Enterprises          | Copier Maintenance                | \$81.16    |            |
| Municipal Emergency Services | Bench Testing of HazMat Equipment | \$1,246.57 |            |
| Occupational Medicine Center | Pre-Employment Drug Screen        | \$38.00    |            |
| US Bank Equipment Finance    | Copier Lease                      | \$197.17   |            |
|                              |                                   |            | \$1,562.90 |

**Human Resources**

|                         |                           |          |          |
|-------------------------|---------------------------|----------|----------|
| Harris Computer Systems | Uniface & Payroll License | \$40.33  |          |
| Harris Computer Systems | Uniface & Payroll License | \$140.29 |          |
|                         |                           |          | \$180.62 |

**Information Technologies**

|         |                     |          |          |
|---------|---------------------|----------|----------|
| Staples | Supplies            | \$9.81   |          |
| Staples | Supplies            | \$26.77  |          |
| Staples | Supplies            | \$740.74 |          |
| OARnet  | Internet Connection | \$145.00 |          |
|         |                     |          | \$922.32 |

**Juvenile/Probate**

|              |                  |          |          |
|--------------|------------------|----------|----------|
| Verizon      | Service          | \$146.55 |          |
| Ziegler Tire | Auto Maintenance | \$34.94  |          |
|              |                  |          | \$181.49 |

**Park Department**

|         |          |         |  |
|---------|----------|---------|--|
| Menards | Supplies | \$19.34 |  |
|---------|----------|---------|--|

|                                 |                                       |            |                    |
|---------------------------------|---------------------------------------|------------|--------------------|
| Menards                         | Supplies                              | \$31.82    |                    |
| Morrow Control                  | Supplies                              | \$49.44    |                    |
| Holmes Rental Station           | Supplies                              | \$203.50   |                    |
| Heritage Coop                   | Fuel                                  | \$413.72   |                    |
|                                 |                                       |            | \$717.82           |
| <b>Prosecutor</b>               |                                       |            |                    |
| OH Treasurer of State           | Conference Registration               | \$375.00   |                    |
| Anna Pearch                     | Travel                                | \$40.35    |                    |
| Kelli Carroll                   | Travel                                | \$10.40    |                    |
|                                 |                                       |            | \$425.75           |
| <b>Public Defender</b>          |                                       |            |                    |
| Wayne County Juvenile Court     | CLE                                   | \$100.00   |                    |
| OH Assoc of Criminal Def Attys  | CLE                                   | \$300.00   |                    |
| Staples Credit Plan             | Supplies                              | \$1,199.47 |                    |
| Victoria Buss                   | Interpreter                           | \$75.00    |                    |
| OH Assoc of Criminal Def Attys  | Membership                            | \$75.00    |                    |
| Wells Fargo Financial Leasing   | Contract Copier                       | \$45.00    |                    |
| Pitney Bowes                    | Postage Machine Rental                | \$35.57    |                    |
| Pitney Bowes                    | Postage Machine Rental                | \$27.25    |                    |
| TIAA Commercial Finance         | Contract Copier                       | \$241.94   |                    |
| American Electric Power         | Service                               | \$635.70   |                    |
|                                 |                                       |            | \$2,734.93         |
| <b>Treasurer</b>                |                                       |            |                    |
| Harris Computer Systems         | Software Support                      | \$580.28   |                    |
| SmartBill                       | 2 <sup>nd</sup> Half Postage/RE Bills | \$1,927.48 |                    |
| SmartBill                       | 2 <sup>nd</sup> Half Postage/RE Bills | \$6,822.52 |                    |
|                                 |                                       |            | \$9,330.28         |
| <b>Veterans</b>                 |                                       |            |                    |
| Finishing Touch Carpet Cleaning | Office & Van Cleaning                 | \$1,696.00 |                    |
|                                 |                                       |            | \$1,696.00         |
|                                 | <b>GRAND TOTAL</b>                    |            | <b>\$49,976.20</b> |

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;


**NO OTHER BUSINESS TO BRING BEFORE THE BOARD.**

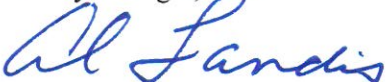
**RESOLUTION (377-2022) ADJOURN**

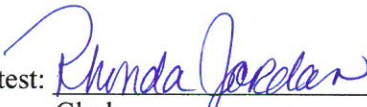
It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to adjourn at 1:19 p.m. to meet in Regular session Monday, the 2nd day of May, 2022

**VOTE:** Chris Abbuhl, yes;  
 Kerry Metzger, absent;  
 Al Landis, yes;

*We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.*

  
 Chris Abbuhl

Kerry Metzger, absent  
  
 Al Landis

Attest:   
 Clerk