

July 10 , 2023

Agenda

Lord's Prayer
Pledge of Allegiance

2:15 p.m. *Mike Jones, Sanitary Engineer – State Bonds Resolution*
2:30 p.m. *Gas & Electric Aggregation Discussion*

Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (4)

Approve Transfer of Funds (1)

Approve Inter-Fund Transfer/Advance

Approve Promotion – EMA - James
Approve Hire – Park Dept. – Miller

Approve Addendum to ARPA Grant – Juvenile Court

Authorize Publication of Activity in 100-year Flood Plain – W & S

Engagement Letter – Generally Accepted Government Auditing Standards – JFS

Adopt the CHIP-LAP Program
Authorize Use of \$25,000 for Village of Dennison Business Park Entrance – Growth Fund

Approve Proposal and Service Agreement – Koorsen – Maintenance Bldg

Approve Legal Notice – Used Excavator - Engineer

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION
MONDAY, THE 10th DAY OF JULY, 2023 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kristin Zemis
Greg Ress

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (555-2023) APPROVE MINUTES

It was moved by Commissioner Ress, seconded by Commissioner Abbuhl, to approve the minutes from the July 3, 2023 meeting as written.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, Abstained;
Greg Ress, yes;

RESOLUTION (556-2023) BEFORE/AFTER EXPENDITURES

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following before/after expenditures:

VENDOR	OFFICE	AMOUNT
Caring for Kids, Inc	JFS	\$300.00

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (557-2023) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	E-1940-U040-U10	E-1940-U040-U03	\$100,000.00	Security Station-Main entrance of County Office Building
Water & Sewer	E-1300-P003-P16	E-1300-P000-P08	\$1,093.50	To cover flooring and base for 9944 Wilkshire Hills Office
Road & Bridge	E-1200-K000-K40	E-1190-K000-K16	\$800,000.00	Resurfacing
Auditor's Office	E-1380-Q099-Q20	E-1380-Q099-Q01	\$46,141.94	Record budgetary activity for OPWC CU29Y (Waterworks Hill Road Slip Repair) Disbursements are made directly to Ohio Public Works Commission to Vendors – County is required to budget for this activity and reflect it on the financial records

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (558-2023) TRANSFER OF FUNDS

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
CSEA	E-1570-S070-S04	E-1570-S070-S11	\$1,600.00	Agency did not break out attorney licensing fees for 2023 into a separate line item like we had in the past. This is to pay those fees for the 2023-2025 Biennium

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (559-2023) INTER-FUND TRANSFER/ADVANCE

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

From: Co. General to Tusc. Co OCED (3rd QTR 2023 Grant) \$25,130.50

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: *Kris Lowdermilk, HR Manager and Noah Porter, EMA Director, were both present to request Jennifer James be promoted to Deputy Director of the Emergency Management Agency. Jennifer James, Deputy Director, stated she wanted to thank everyone for the opportunity given to her and she has truly enjoyed her work here in Tuscarawas County.*

RESOLUTION (560-2023) APPROVE PROMOTION– EMERGENCY MANAGEMENT DEPUTY DIRECTOR

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following:

WHEREAS, Noah Porter, Emergency Management Director, has recommended the promotion of Jennifer James to the position of Emergency Management Deputy Director.

WHEREAS, Jennifer James has been determined by the Board of Commissioners, to meet the minimum qualifications established for the classification of Emergency Management Deputy Director.

WHEREAS, the classification of Emergency Management Deputy Director is considered to be in the classified service,

THEREFORE, be it resolved that Jennifer James shall begin her employment as the full time Emergency Management Deputy Director effective July 17, 2023 in the classified service at a rate of \$18.37 per hour.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

DISCUSSION: *Jesse Rothacher, Park Manager, was in attendance to request a new hire for the park department.*

RESOLUTION (561-2023) APPROVE HIRE – PARK DEPARTMENT – GROUNDS WORKER

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the following:

WHEREAS, Zachary Miller has been determined by the Board of Commissioners to meet the minimum qualifications established for the classified position of Park Department – Grounds Worker.

WHEREAS, the classification of Grounds Worker is considered to be in the classified service, pursuant to Ohio Revised Code 124.11.

THEREFORE, be it resolved that Zachary Miller shall begin his employment as a full time Park Department Grounds Worker effective July 11, 2023 in the classified service rate of \$17.61 per hour.

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

DISCUSSION: FEDERAL BONDS – Mike Jones, Sanitary Engineer, stated he only needed action on the Loan Resolution which authorizes execution on other documents that are necessary for the loan the Water & Sewer Department is obtaining from USDA Rural Development for the Wilkshire Hills Wastewater Treatment Plant Upgrade.

RESOLUTION (562-2023) APPROVE LOAN RESOLUTION – GRANT AGREEMENT - W & S

It was moved by Commissioner Zemis, seconded by commissioner Ress to approve the following Loan Resolution and Grant Agreement:

Position 5

RUS BULLETIN 1780-27

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Board of Commissioners
OF THE Tuscarawas County, Ohio
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Tuscarawas County Water District
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Tuscarawas County, Ohio
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
Two Million Two Hundred Thirty-Two Thousand & 00 100

pursuant to the provisions of Ohio Revised Code 6103; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,
(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921
et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event
that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 1,443,000.00

under the terms offered by the Government; that the Commissioner

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

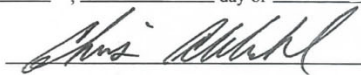
The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the

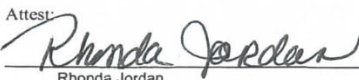
Tuscarawas County, Ohio has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, 10th day of July, 2023



(SEAL)

By Chris Abbuhl
Title Commissioner

Attest:

Rhonda Jordan
Title Clerk

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated _____, between

Tuscarawas County, Ohio

a public corporation organized and operating under

Ohio Revised Code 6103

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 3,675,625.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 2,232,625.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 2,232,625.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 1,443,000.00 or 39.26 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 39.26 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

Bulletin 1780-12

Page 2

- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.
- J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Revenues from the water system

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

RUS Bulletin 1780-12
Page 4

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

NONE

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

RUS Bulletin 1780-12
Page 6

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 1,443,000.00 which it will advance to Grantee to meet not to exceed 39.26 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Commissioner Chris Abbuhl

attested and its corporate seal affixed by its duly authorized

County Auditor Larry Lindberg

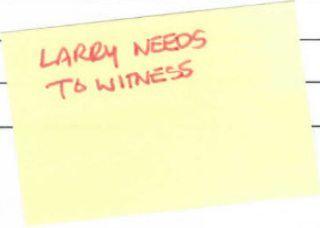
Attest:

By Larry Lindberg
(Title) County Auditor

By Chris Abbuhl
(Title) Commissioner

UNITED STATES OF AMERICA
RURAL UTILITIES SERVICE

By _____
(Title)



VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

**RESOLUTION (563-2023) ADDENDUM – AMERICAN RESCUE PLAN ACT
INTERDEPARTMENTAL GRANT AGREEMENT – JUVENILE COURT**

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve the changes and/or addition outlined below:

TUSCARAWAS COUNTY AMERICAN RESUCE PLAN ACT
INTERDEPARTMENTAL GRANT AGREEMENT - ADDENDUM

This amendment (the "Amendment") is made by the TUSCARAWAS COUNTY COMMISSIONERS and the TUSCARAWAS COUNTY JUVENILE COURT DEPARTMENT ("Recipient"), parties to agreement #203

WITNESSETH THAT:

BE IT KNOWN that the undersigned parties agree to make the changes and/or additions outlined below. These additions shall be as valid as if it is part of the original contract. The Agreement is amended as follows.

The Tuscarawas County Juvenile Court Department has requested to purchase a van for the TUFF Bags program rather than a box truck. The Department wishes to use any remaining grant funds for the purchase of food and supplies for the TUFF Bag program.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, the terms of this amendment will prevail.

IN WITNESS WHEREOF, County and Recipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

TUSCARAWAS COUNTY JUVENILE COURT

By: [Signature]

Print Name: Adam W. Gier

Its: Judge

TUSCARAWAS COUNTY, OHIO

[Signature]
County Consultant

Date 6/28/23

APPROVED BY THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY, OHIO:

July 10, 2023
Journal 87 Pg. 55

Kristin Zemis
Commissioner of Tuscarawas County
Date 7-10-2023

Commissioner of Tuscarawas County
Chris Abbuhl
Date 7-10-2023

Greg Ress
Commissioner of Tuscarawas County
Date 7-10-2023

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (564-2023) AUTHORIZE PUBLICATION - EARLY NOTICE AND PUBLIC REVIEW - PROPOSED ACTIVITY IN A 100-YEAR FLOODPLAIN - PROJECT ID #WH-20-01: WILKSHIRE HILLS WASTEWATER TREATMENT PLANT IMPROVEMENTS, PHASE 2

It was moved by Commissioner Ress, and seconded by Commissioner Zemis to approve the foregoing resolution:

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio (“Board”) has previously determined that Project ID #WH-20-01: Wilkshire Hills Wastewater Treatment Plant Improvements – Phase 2 (“Project”) is necessary for the preservation and promotion of the public health and welfare, and

WHEREAS, a portion of the Project is being funded using a grant through the Appalachian Regional Commission (“ARC”), and

WHEREAS, ARC requires an Environmental Assessment evaluating the impact of this project in accordance with CDBG-HUD requirements, and

WHEREAS, such project includes the conversion of the existing chlorine disinfection tanks to an ultraviolet disinfection system, with such existing tanks being located within the 100-year floodplain, and the ARC/CDBG requirements dictate that the Board is required to provide two (2) public notices, a copy of such notice being attached hereto and incorporated herein.

NOW THEREFORE BE IT RESOLVED:

Section 1: The Sanitary Engineer is hereby authorized to publish the aforementioned public notice in a newspaper of local circulation in accordance with the referenced ARC/CDBG requirements.

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

EARLY NOTICE AND PUBLIC REVIEW OF A PROPOSED ACTIVITY IN A 100-YEAR FLOODPLAIN

To: All interested Agencies, Groups and Individuals

This is to give notice that Tuscarawas County has determined that a portion of following proposed action is located in a 100-year floodplain, and will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988 (Floodplain Management), in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands.

Project Name: Wilkshire Hills Wastewater Treatment Plant (WWTP) Upgrade Phase 2

Source of Federal Funds: Appalachian Regional Commission

Project Location: The Wilkshire Hills WWTP is situated in Tuscarawas County, at 9944 Wilkshire Blvd NE, Bolivar, Ohio

Project Description:

The proposed upgrade of the Wilkshire Hills WWTP includes conversion of the existing gaseous chlorine disinfection system to UV disinfection. Two (2) existing sludge tanks will be replaced with two (2) new sludge holding tanks totaling 0.100 MG of storage capacity, and a new standby generator and automatic transfer switch will be installed. Approximately 320 LF of sanitary sewer will be rehabilitated via Cured in Place Pipe (CIPP) Relining. Also included at the WWTP are painting of clarifier platform, rehabilitation of handrails and concrete tanks, underpinning/replacement of the control building loading dock, and new LED site lighting. A maintenance garage that will be replaced with a new storage garage.

Total number of acres of floodplain: Disturbance to the floodplain is expected to be less than 0.025 acre.

How the proposed project may affect the floodplain/wetland: Impacts to the floodplain will be minimal as the construction in the floodplain is limited to the proposed conversion of the existing chlorine tanks to UV disinfection, and no additional fill will be placed inside the 100-year floodplain. In addition, all surfaces will be restored to original grade, and equal or better condition following construction.

The Tuscarawas County alternatives regarding sponsorship of the proposed action include: 1) Approval as proposed; 2) Disapproval; 3) Approval only if all improvements are located outside of the floodplain; 4) Approval of an equivalent project site located outside of the floodplain; and 5) Approval only if no fill is added in floodplain areas.

Additional information regarding the proposed action may be obtained by contacting the Tuscarawas County Board of Commissioners c/o the Tuscarawas County Sanitary Engineer by U.S. mail at 9944 Wilkshire Boulevard NE, Bolivar, OH 44612, **by phone at (330) 874-3262** or by email at mjones@tcmsd.org. Any individual, group, or agency may submit written comments for consideration to the Tuscarawas County Board of Commissioners by U.S. mail or email at the addresses above before **July XX, 2023**, which is at least 15 days after the publication of this notice.

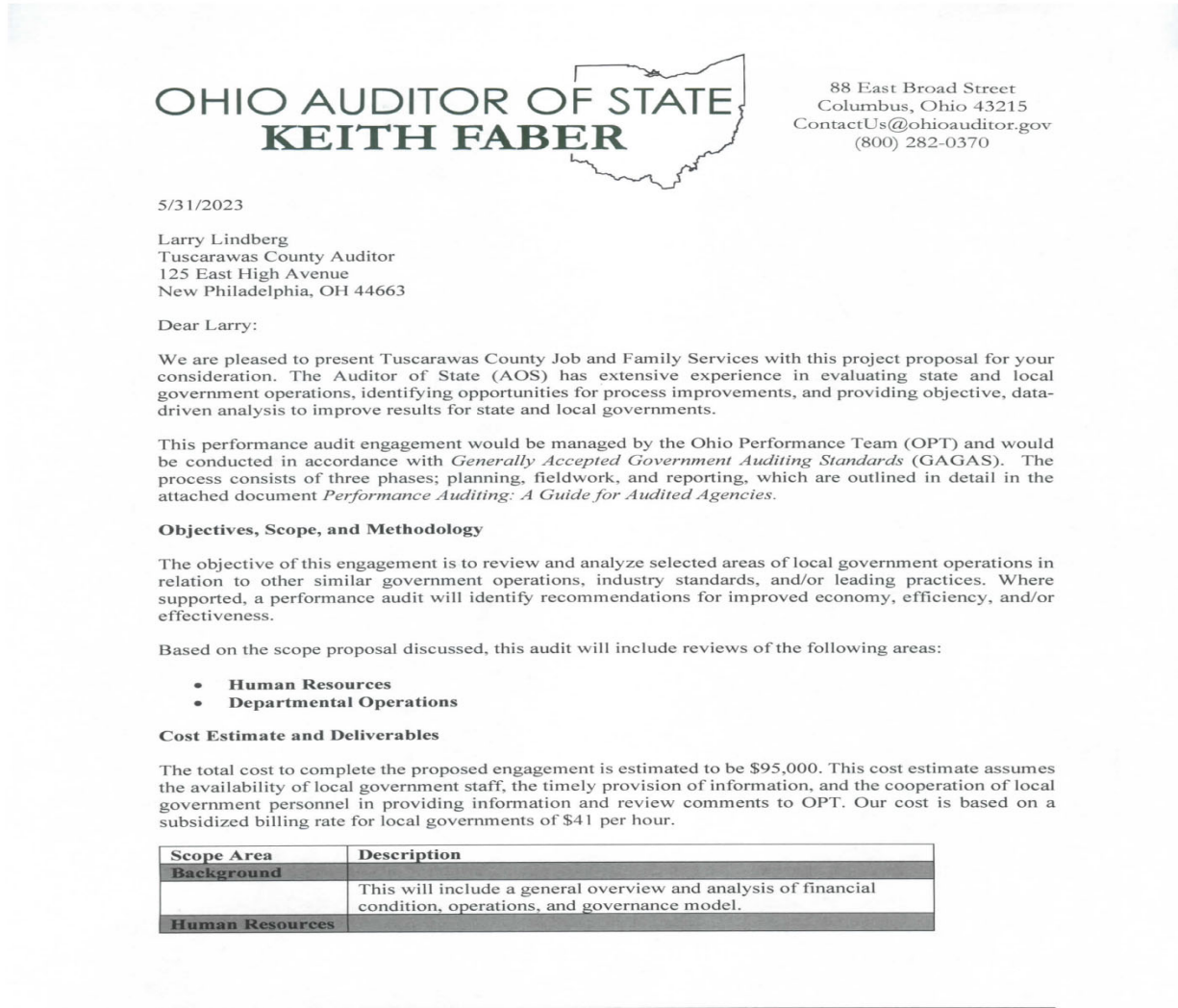
Date: July XX, 2023.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: *Larry Lindberg, County Auditor, stated there was a request from the State Auditor's Office to preform a Performance Audit on our Department of Job & Family Services. The intent is for cost-saving measures and help with financial management.*

RESOLUTION (565-2023) ENGAGEMENT LETTER – GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS (GAGAS) - JFS

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the terms and objectives of the Performance Audit Letter by the Ohio Auditor of State. As recommended by Larry Lindberg, Auditor and approved as to form by Kristine Beard, Assistant Prosecuting Attorney.



Staffing Levels	This scope area will include an analysis of staffing levels in comparison to peers, state minimum standards, and demand for services.
Non-Regular Labor Expenditures	This scope area will include an analysis on the agency's non-regular labor expenditures compared to peers, leading practices, industry standards, and financial condition.
Employee Benefits	This scope area will include an analysis of insurance costs compared to other governmental entities within the local market.
Departmental Operations	
Job and Family Services	This scope area will compare management best practices for the Job and Family Services department in comparison to leading and peer practices for departments similar to the client operations.
Children's Services	This scope area will compare management best practices for Children's Services in comparison to leading and peer practices for departments similar to the client operations.
Administration	This scope area will compare best practices and peer practices in the areas of procurement, administration, and other policies and procedures.
Total Audit Cost: \$95,000	

We anticipate the project would be completed in nine to twelve months. Upon completion, OPT will issue a final report, which will include background information, findings, recommendations, and a summary of financial implications. We view our work as a collaborative effort and will strive to establish and maintain an open line of communication with local government leadership throughout the audit to provide timely and relevant information including project status updates.

Next Steps

If you have any questions or to discuss an available start date for the proposed project and request a contract for signature, please contact Dorinda Byers at 740-538-0612 or dabyers@ohioauditor.gov.

We look forward to the opportunity to support your efforts to improve government operations while advancing our statewide goal of better, less costly government for Ohio taxpayers.

Efficient • Effective • Transparent

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: *Scott Reynolds, OCED Director, stated Lead Abatement is a very big issue with a lot of different State Departments. This is a grant that goes along with the CHIP Program. We always have to test for Lead with the CHIP Programs. Scott noticed in the resolution there was some question as to the dollar amounts. With Scott's recommendation, the Commissioners tabled the resolution until further review and clarification can be done.*

RESOLUTION (566-2023) TABLE RESOLUTION AUTHORIZING ORDC TO SUBMIT THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION LEAD ABATEMENT PROGRAM (CHIP-LAP) PROGRAM APPLICATION WITH THE STATE OF OHIO ON BEHALF OF TUSCARAWAS COUNTY AND ADMINISTER SAID PROGRAM

It was moved by Commissioner Ress, seconded by Commissioner Zemis to table the resolution Authorizing ORDC to Submit the PY 2023 Community Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) Application with the State of Ohio on Behalf of Tuscarawas County and Administers Said Program Contingent upon further review and clarification per recommendation by Scott Reynolds, OCED Diorector.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: *Commissioner Abbuhl stated the \$25,000 has already been set aside in the Growth Fund during budgets. Scott Reynolds, OCED Director, stated this is just to get authorization to expend the funds.*

RESOLUTION (567-2023) AUTHORIZE USE OF \$25,000.00 - VILLAGE OF DENNISON BUSINESS PARK ENTRANCE

It was moved by Commissioner Zemis, seconded by Commissioner Ress to authorize Scott S. Reynolds, Director of the Tuscarawas County Office of Community & Economic Development to use \$25,000.00 out of the Growth Fund, line item U60-U28 named Economic Development for Small Business to help fund the Village of Dennison's Business Park Entrance on Dudgeon Way Street in Dennison.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

DISCUSSION: AGGREGATION FOR ELECTRICITY & GAS: *Joel B, Day, Mayor of New Philadelphia, Ron McAbier, New Philadelphia's Service Director, John Leutz, Assistant Director, CCAO and Bob Snavely, Energy Consultant, Palmer Energy & CCAO, were present to talk about Electricity & Gas Aggregation with the Commissioners, Mayor Day and Mr. McAbier.*

RESOLUTION (568-2023) LANGUAGE CORRECTION - GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM

It was moved by Commissioner Ress, seconded by Commissioner Zemis to correct the language in the following title from AFFECT to EFFECT:

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO **AFFECT** A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE TUSCARAWAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF UNINCORPORATED AREAS OF THE COUNTY.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (569-2023) APPROVE - GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following:



BEFORE THE TUSCARAWAS COUNTY COMMISSIONERS

Resolution No. (569-2023)

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE, DIRECTING THE TUSCARAWAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS OF UNINCORPORATED AREAS OF THE COUNTY.

WHEREAS, the Ohio legislature has enacted electric deregulation legislation which authorizes the legislative authorities of townships and counties to aggregate the retail electrical loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually, and

WHEREAS, the Board of Commissioners of TUSCARAWAS County seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of TUSCARAWAS County, State of Ohio:

Section 1. BEST INTERESTS OF THE COUNTY

The Board of Commissioners of TUSCARAWAS County has concluded that it is in the best interest of the County, its residents and businesses located within the unincorporated limits of the county to establish this aggregation program in the county.

Section 2. APPROVAL BY THE ELECTORATE

The aggregation program must be approved by the electors of the County pursuant to Section 3 of this Resolution. Upon approval by the electorate the County is hereby authorized to automatically aggregate, in accord with Section 4928.20 of the Ohio Revised Code, the retail electric loads (customers) located within the County, and enter into service agreements to facilitate for those loads the purchase and sale of electricity. The County may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

Section 3. BALLOT LANGUAGE

The Board of Elections of TUSCARAWAS County is hereby directed to submit the following question to the electors of unincorporated TUSCARAWAS County at the general election on November 7th, 2023:

Shall the Board of Commissioners of TUSCARAWAS County have the authority to aggregate the retail electric customers located in the unincorporated areas of the County (excluding Sandy, Lawrence, Franklin, Sugar Creel, Auburn, Mill, and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of electricity, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

The Fiscal Officer of TUSCARAWAS County is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the TUSCARAWAS County Board of Elections not less than 90 days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 and Section 4928.20 of the Ohio Revised Code.

Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Board of Commissioners of TUSCARAWAS County, individually or jointly with any other political subdivision, may develop a plan of operation for the aggregation program. Before adopting this plan, the Board of Commissioners of TUSCARAWAS County shall hold a least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the County prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this Board of Commissioners shall aggregate the electric load of any electric load center within the County unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every three years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35 of the Ohio Revised Code until the person chooses an alternative supplier.

Section 5.

It is hereby found and determined that all formal actions of this Board of Commissioners of TUSCARAWAS County concerning and relating to the passage of this resolution were adopted in an open meeting of this Board of Commissioners of TUSCARAWAS County and that the deliberations of this Board of Commissioners of TUSCARAWAS County and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

Date of Passage: July 10, 2023


_____ TUSCARAWAS COUNTY BOARD OF COMMISSIONERS

Chris Abbuhl
_____, Commissioner

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (570-2023) APPROVE PROPOSAL & AGREEMENT- KOORSEN FIRE & SECURITY – MAINTENANCE BUILDING

It was moved by Commissioner Ress, seconded by Commissioner Zemis, to approve the following proposal & agreement submitted by Koorsen Fire & Security:



Koorsen
FIRE & SECURITY

Leader in Fire & Security Products & Services since 1946

Proposal

Submitted To:
Tuscarawas County Maintenance Garage
Sky Abbuhl
160 First Dr
New Philadelphia, OH 44663

Date: 06/30/23

Koorsen Fire & Security:
Bob Schluneker
Territory Account Manager
201 Mill St, Dover, OH 44622
330-714-2712
Bob.Schluneker@koorsen.com

We are pleased to quote you the following prices subject to the terms and conditions:

Description of Product (s)

Fire alarm monitoring service

**Monthly monitoring fee	\$60.00 X 12	\$720.00
--------------------------	--------------	----------

Commercial fire alarm monitoring, includes sole path cellular communication.
Original agreement was for \$40 per month, the difference will be \$20 per month.
-If you've already been invoiced for the \$480 then you will receive an invoice for \$240

Cellular Communicator and Installation \$784.49

Install the Verizon cellular communicator DMDUALCOMNF-LV
Connect and program the fire alarm panel for Cellular communication

Testing and Verification if necessary ** \$575.92

If Koorsen is required to perform a test to ensure the system operates then annual fee applies
This should be part of the final to obtain occupancy and EC might be responsible
>>3% fee on all credit card transactions<<

Sub Total \$	784.49
Tax \$	0.00
Total \$	784.49

Prices per this quotation are in effect for 30 days from the date of this quote. Terms are Net 25 days from date of invoice. All goods are F.O.B. origin. Title to all goods shall remain with the seller until this contract is paid for in full. If purchaser fails to make payments according to the terms stated above, seller may remove goods and retain payments made as liquidated damages without legal process. The goods covered hereby shall remain personal property whether affixed or attached to the building or structure in which it may be contained. Purchaser agrees to pay any costs of collection, including reasonable attorney fees.

ATTENTION IS DIRECTED TO THE LIMITED WARRANTY, LIMIT OF LIABILITY, AND OTHER CONDITIONS ON PAGE 2.

Koorsen Fire & Security	Title	Date	Purchase Order #
Customer Acceptance	Title	Date	Customer Name Printed
	MAINTENANCE SUPERVISOR	18 JUL 23	SKY ABBUHL
Fire Alarm	Sprinkler System Service (Backflow/Hydrants/Fire Pumps)		Exit/Emergency Lighting
Security & Monitoring (Commercial & Residential)	Restaurant & Industrial Fire Suppression		Fire Extinguishers
CCTV-Video Surveillance	Clean Agent & Special Hazards Fire Suppression		Intercom, Sound, Data, MATV
Card Access	Complete Installation, Inspection & Maintenance		Nurse Call

Ver. 01/18

Ver. 01/18

KOORSEN FIRE & SECURITY TERMS AND CONDITIONS - PAGE 2

- 1. AGREEMENT.** Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorssen Fire & Security, ("KFS"), at KFS's home office in Indianapolis, Indiana. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.
 - 2. SALE OF INSTALLATION AND/OR EQUIPMENT.** KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.
 - 3. PURCHASE PRICE AND PAYMENT.** Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. All charges shall be paid "NET 25 DAYS" from the date of invoice, unless otherwise specified on the invoice. If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
 - 4. ALLOCATION OF RISK OF LOSS.** Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS, until receipt by KFS.
 - 5. JOBSITE, APPROVAL AND PERMITS.** Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. 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. Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS's employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.
 - 6. GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to KFS a security interest in the System or Equipment to secure payment of the purchase price and grants to KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KFS shall have all of the rights of a secured creditor under the Uniform Commercial Code in Indiana including the right to enter Customer's premises and to disable or remove the System and equipment, or both.
 - 7. LIMITED WARRANTY.** Unless otherwise stated, any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 90 days 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 ninety (90) days following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages.
- THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KFS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- 8. BREACH BY KFS.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless: (i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
 - 9. LIMITATION OF LIABILITY.** THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM

FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. 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, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, 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. FOR REPAIR, TESTING, OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS, IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KFS ALL DRAIN VALVES, INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL. KFS WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.

10. INDEMNIFICATION. Customer indemnifies KFS, holds KFS harmless, and agrees to defend KFS from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly, a breach of the Agreement by Customer; or the action or inaction of KFS in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KFS, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages. As used in this paragraph, the term "KFS" shall include KFS's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractors representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

11. INSURANCE. IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER. THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF 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 AVERT.

12. SUBROGATION. Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.

13. CONSENT TO VENUE. Customer consents to the exclusive jurisdiction and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.

14. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KFS's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. KFS does not grant to Customer any reproduction rights or any rights to use such information.

- 15. SERVICES NOT INCLUDED.**
- When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.
 - Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.
 - Customer shall also provide wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc. upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - No provision to exhaust any discharged agent is included in this Proposal.
 - Should an employee of KFS be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
 - THIS PROPOSAL ESTIMATE IS BASED ON NON-UNION WAGES. IF KFS IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KFS RESERVES THE RIGHT TO REPRICE ACCORDINGLY.

16. MECHANICS' LIEN NOTICE. Where KFS is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as KFS's preliminary notice, in accordance with §501 of the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. 1501(a), of KFS's intention to file a Mechanic's Lien if and when KFS is not paid. The subcontractor is the KFS, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

Fire Alarm	Sprinkler Systems (Backflow/Hydrants/Fire Pumps)	Exit/Emergency Lighting
Security Monitoring Commercial & Residential	Restaurant & Industrial Fire Suppression	Fire Extinguishers
CCTV- Video Surveillance	Clean Agent & Special Hazards Fire Suppression	Intercom, Sound, Data, MATV
Card Access	Complete Installation, Inspection & Maintenance	Nurse Call

COMMERCIAL MONITORING and ALARM SERVICES Agreement



Site Name and Address: (the monitored "Premises")

Name: Tuscarawas County Maintenance Garage
 Address: 160 First Dr
 City: New Philadelphia State: OH Zip: 44663
 Attn: Sky Abbuhl
 Phone: (234) 801-4018 Email: Maintenance@co.tuscarawas.oh.us

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

Customer Name and Address: (the "Customer")

Name: Tuscarawas County
 Address: 125 East High Ave
 City: New Philadelphia State: OH Zip: 44663
 Attn: Sky Abbuhl
 Phone: (234) 801-4018 Email: maintenance@co.tuscarawas.oh.us

Billing Name and Address:
 Name: Tuscarawas County
 Address: 125 East High Ave
 City: New Philadelphia State: OH Zip: 44663
 Attn: Sky Abbuhl
 Phone: 2348014018 Email: maintenance@co.tuscarawas.oh.us

KFS will install or cause to be installed the equipment and furnish the services indicated herein:

New Customer
 New Owner
 Re-Sign
 New Install
 System Takeover
 Upgrade

Proposal Number/Dated: _____ Existing System Type: Honeywell Farenhyt IFP 75
 Other: KFS to monitor new fire alarm panel.

FIRE ALARMS: Unless the attached proposal specifies otherwise, KFS makes no representation that the monitored fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Customer's Premises. If a fire alarm system designed to code is specified in the proposal then KFS will install fire alarm equipment pursuant to AHJ requirements. Customer agrees that any additional equipment required by the AHJ not specified in the proposal shall be an extra to this contract to be paid for by Customer at the time said additional equipment is requested.

SYSTEM CONVERSION: Unless the attached proposal specifies otherwise, KFS makes no representation that the control panel programming is guaranteed to be accessible. If Customer control panel programming is locked out, additional equipment may be required and shall be an extra to this contract to be paid for by Customer at the time said additional equipment is requested.

MONITORING AND ALARM SERVICES:	Monthly Service Fee	AGREEMENT SUMMARY	
<input checked="" type="checkbox"/> Fire Alarm, Sprinkler, Suppression Monitoring	\$ 60.00	Services	
<input type="checkbox"/> Intrusion Alarm Monitoring	\$ 0.00	Subtotal of Services	\$ 60.00
<input checked="" type="checkbox"/> Call Notification (Non-alarm signals will be notified by email/text unless call notification is requested)	\$ 0.00	Sales Tax (if applicable) Tax % 0.00	\$ 0.00
<input type="checkbox"/> Elevator Monitoring (Attach Elevator Addendum)	\$ 0.00	Total of Services	\$ 60.00
<input type="checkbox"/> Video Verification (Attach Video Addendum; additional signals beyond plan will be billed at \$10 each)	\$ 0.00	Services Amount Collected at Signing	\$
<input type="checkbox"/> Other:	\$ 0.00	Installation	
Communicator: (select all that apply)	\$ 0.00	Subtotal of Installation	\$ 784.49
<input type="checkbox"/> Internet <input checked="" type="checkbox"/> Cellular <input type="checkbox"/> Telephone Service		Sales Tax (if applicable) Tax % 0.00	\$ 0.00
<small>The transmission of alarm signals using telephone lines, internet service, and cellular networks is dependent on the reliability and availability of those service providers' networks. See page 2 for additional details regarding limitations of telephone, internet, and cellular communication services. The most reliable and recommended configuration is a combination of two of these modes of communication so that if one service is unavailable another service will transmit the signals to the central station. Where VOIP Service is used, it may be secondary to IP or cellular.</small>		Total of Installation	\$ 784.49
<input type="checkbox"/> Web/Mobile App Email: _____	\$ 0.00	Installation Amount Collected at Signing	\$
<small>Remote control and other interactive services that are included in this Agreement are not part of the alarm system, and are not designed to protect the customer or the premise or notify the customer of alarms, and are not monitored by the Central Station.</small>		Installation Amount Due Upon Completion	\$ 784.49
<input type="checkbox"/> Access Control # of Doors: _____	\$ 0.00	THIS SPACE INTENTIONALLY LEFT BLANK	
<small>(Access Control only available for DMP XR systems with Web/Mobile App)</small>			

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 advertisement 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 avert.

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. This warranty is extended only to the original consumer of the system and may be enforced only by such person. To obtain service under this 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 screens, 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. I. Damage to the premises or alarm system beyond the control of KFS. J. Any damage caused by repair services, 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 COINCIDE 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 carpeting, 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 this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic 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 as the transmission mode of sending signals. Customer also understands that the CS does not receive signals when the transmission mode is or 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 services 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 6 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's 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 premise may disable the Customer's local area network and the Internet service provider's (ISP) network interface (ie. 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 ISP 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 service 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 fire alarms 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 this 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 network(s) 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 communicators

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 results 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 this 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. IF 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.

KF-029C (03/22)

Initials: _____

Page 2

[Handwritten signature]

[Handwritten signature]

CUSTOMER INFORMATION

Customer Account No:	Monitoring Account No:	For Internal Use Only
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 autopay 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 Scott Reynolds	(330) 365-3230	Work	reynolds@co.tuscarawas.oh.us		1
<input type="checkbox"/>	2 Sky Abbuhl	(330) 407-8736	Cell	Maintenance@co.tuscarawas.oh.us		1
<input type="checkbox"/>	3 Nathan Coletti	(330) 795-0956	Cell			2
<input type="checkbox"/>	4 Mike Gibson	(330) 260-6879	Cell			2
<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
	Territory Account Manager		Bob Schluneker
Customer's Signature	Title	Date	Customer Printed Name
	Commissioner	7-10-2023	Chris Abbuhl

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

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

RESOLUTION (571-2023) APPROVE LEGAL AD – ENGINEER'S OFFICE – USED EXCAVATOR

It was moved by Commissioner Zemis, seconded by Commissioner Ress, to approve the following:

**Tuscarawas County
Specifications for the Purchase of
One (1) Used 2019 or newer Hydraulic Excavator with Pile Driver**

General:

1. Unit must meet all minimum specifications. Any exceptions to these minimum specifications must be clearly noted on the sheet titled "Exceptions to the Specifications" and submitted with the bid. Bidders may provide bids for multiple units if available for consideration.
2. Bidder may submit prices for a used 83000 lb. excavator meeting these specifications. Used units shall be 2019 or newer model year and have less than 1,000 documented hours.
3. Unit shall be delivered F.O.B. to New Philadelphia, Ohio, within thirty (30) days of bid award. All freight costs to be included in the price bid.
4. All bids to be submitted in a sealed envelope marked "Used Hydraulic Excavator" and must be received before **9:30 am on August 2, 2023** at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663.

Minimum Specifications for Used Hydraulic Excavator

- 83,000 lb. Hydraulic excavator
- 2019 or newer
- 1,000 maximum documented hours
- 270 SAE net engine horsepower minimum
- 24'-10" digging depth
- 31.5" wide steel triple grouser tracks
- ROPS Cab / Belly Pan
- auxiliary hydraulics - Open / Close / Rotate with Hammer Circuit
- unit to be furnished with remainder of original factory warranty, if applicable. Dealer to state warranty end date on bid sheet.

Minimum Specifications for attachments

The excavator is to be supplied with the following attachments:

- Hydraulic coupler
- Hydraulic thumb
- 54" dig bucket
- 72" ditching bucket
- Hydraulic pile driver with 53-ton minimum driving force – MKT V5ESC or equal
- Control box for pile driver

**Any exceptions to these minimum specifications must be clearly noted on the attached sheet titled "Exceptions to the Specifications" and submitted with the bid. Tuscarawas County's intent is to purchase an excavator complete with attachments as specified. All bids should provide extensive detail on the units and attachments so that a thorough evaluation of the bid can be considered.

**Used Equipment Purchase
Bid Form**

Tuscarawas County

Bids to be submitted in a sealed envelope marked "Used Hydraulic Excavator" on the outside to the Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, OH 44663. Bids must be received before **9:30 am on August 2, 2023.**

Equipment Purchase:

*2019 or newer 83,000 lb. hydraulic excavator with attachments \$ _____
FOB, New Philadelphia, OH

Warranty end date for unit proposed. _____

Notes:

* Bidders may provide bids for multiple units on separate forms for consideration.

**Any exceptions to these minimum specifications must be clearly noted on the attached sheet titled "Exceptions to the Specifications" and submitted with the bid.

Bid submitted by:

Company Name

Remittance Address

Phone #

Person preparing bid (signature & printed name)

E-mail address

Federal Identification Number

Exceptions to the Specifications:

VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

RESOLUTION (572-2023) PAY BILLS

It was moved by Commissioner Ress, seconded by Commissioner Zemis to approve payment for the following bills:

Meeting Date - July 10, 2023

911		
Frontier	Services	\$221.13
Frontier	Services	\$46.30
Frontier	Services	\$226.13
Staley Technologies	Services	\$620.00
		\$1,113.56

Auditor

Treasurer, State of Ohio	Services	\$6,750.00	
Tusc Co Treasurer	Supplies	\$96.00	
			\$6,846.00

Child Support

Dominion Energy Ohio	Gas Utility	\$120.05	
Frontier	Service	\$54.44	
Language Line Services	Services	\$23.75	
Ohio CSEA Director's Association	Travel Expense	\$300.00	
Tusc Co Treasurer	2023 IV-D Contract	\$16,302.62	
USPS-POC	Postage	\$5,000.00	
			\$21,800.86

Clerk of Courts

First Federal	Fees	\$106.49	
Frontier	Service	\$54.44	
Independence Business	Supplies	\$29.90	
Software Computer Group, Inc	Mthly Fee	\$65.99	
Twin City Chamber	Lease	\$175.00	
			\$431.82

Commissioners

Beaver Creek Landscaping Inc	Services	\$400.00	
Beaver Creek Landscaping Inc	Services	\$240.00	
Brandywine	Royalty Sharing	\$166.25	
Charter Communications	Services	\$69.98	
ComDoc	Copier Contract	\$65.12	
Distillata Company	Equipment	\$499.00	
Dominion Energy	Gas Utility	\$1,234.50	
Fenton Bros Electric	Supplies	\$12.04	
Frontier	Service	\$69.70	
Information Technology	Supplies	\$390.78	
Mancan	Services	\$799.36	
Menards	Supplies	\$21.95	
Pitney Bowes Reserve Acct	Postage	\$20,000.00	
Pitney Bowes Reserve Acct	Postage Machine Lease	\$2,025.75	
US Bank	Copier Contract	\$103.68	
US Bank	Copier Contract	\$54.96	
US Post Office	BRM Fees	\$1,000.00	
VEIT	Supplies	\$1,039.80	
			\$28,192.87

Community & Economic Development

Tusc Co Recorder	Services/'21 CHIP Proj #106	\$58.00	
			\$58.00

Community Corrections

Akron Uniforms	Equipment	\$2,251.48	
First Communications	Service	\$16.77	
VanMeters Auto Repair	Maintenance	\$645.56	
			\$2,913.81

Dog & Kennel

Fairfield Computer Services LLC	Licensing Fee	\$200.00	
Scott's Lawn Care	Services	\$180.00	
			\$380.00

EMA

Graphic Enterprises	Copier Maintenance	\$36.22	
US Bank Equipment Finance	Copier Contract	\$98.58	
Verizon Wireless	Service	\$202.73	
			\$337.53

Engineer

AEP	Electric Utility	\$2,241.12
Ag-Pro Ohio LLC	Parts	\$6.76
Asphalt Materials	Material	\$142,455.44
Bakersville Garage Inc	Parts	\$142.63
Clark Company/Clark Clay Co	Materials	\$33,007.48
Cross Truck Equipment	Parts	\$58.19
Custom Products Corp	Supplies	\$1,727.67
Fastenal Company	Supplies	\$752.11
Flynns Tire	Tires/Repairs	\$4,305.40
Frontier Communications	Service	\$246.12
Gemstone Gas & Welding Supplies	Supplies	\$138.95
Holmes Wayne Electric Coop	Electric Utility	\$26.00
Joe Bachman	Travel Reimbursement	\$483.60
Kimble Clay & Limestone	Material	\$1,818.16
Kimble Recycling & Disposal	Services	\$90.75
Liniform	Supplies	\$168.10
Lowes Business Account	Supplies	\$143.25
McLean Co	Parts	\$364.99
National Lime & Stone	Material	\$2,382.74
New Bedford Engine & Supply LLC	Parts	\$1,797.72
Pleasant Valley Ready Mix	Material	\$679.00
Precision Repair Services Inc	Repair	\$2,516.90
Snyder Brothers Sales & Service	Parts	\$232.99
Southeastern Equip Co	Parts	\$2,666.52
Staley Technologies	Repair	\$135.00
Stony Point Supply	Supplies	\$857.68
Verizon Wireless	Services	\$22.08
Walton Auto Parts	Repair	\$424.00
Ziegler Bolt & Nut House	Supplies	\$221.90

\$200,113.25

Information Technology

Pioneer 360	Services	\$75.00
-------------	----------	---------

\$75.00

Law Library

Information Technology	Supplies	\$83.89
Matthew Bender & Co Inc	Subscription Fee	\$1,770.04
Thomson Reuters-West	Subscription Fee	\$1,745.91
Thomson Reuters-West	Subscription Fee	\$532.54

\$4,132.38

Park

AEP	Electric Utility	\$155.14
All A Flutter Butterflies	Supplies	\$1,250.00
Helbling Supply Inc	Supplies	\$47.74
NAPA Auto Parts (Harrison)	Supplies	\$39.36
Occupational Medicine Center	Services	\$45.00
US Bank Equipment Finance	Copier Contract	\$158.64

\$1,695.88

Sheriff

Dominion Energy Ohio	Gas Utility	\$2,734.64
Elite Tire Dover Inc	Repairs	\$80.58
Frontier	Service	\$2,812.01
ID Networks	Maintenance Fee	\$3,995.00
Lowes	Supplies	\$792.73
Oak Pointe Veterinary Care	Services	\$172.80
Oakshadows Kennel Plus	Boarding	\$364.00
Staples	Supplies	\$513.24

United Site Services	Services	\$271.62	
US Bank Equipment Finance	Copier Leases	\$557.93	
VEIT Inc	Copier Charges	\$822.09	
Woodland Materials	Supplies	\$1,536.00	
			\$14,652.64
Treasurer			
Alban Title	Services	\$50.00	
Copley Ohio Newspaper	Legal Ad	\$154.97	
Copley Ohio Newspaper	Legal Ad	\$243.34	
Copley Ohio Newspaper	Legal Ad	\$402.70	
Copley Ohio Newspaper	Legal Ad	\$391.48	
Copley Ohio Newspaper	Legal Ad	\$419.53	
Copley Ohio Newspaper	Legal Ad	\$335.38	
Copley Ohio Newspaper	Legal Ad	\$402.70	
Information Technology	Supplies	\$717.34	
			\$3,117.44
Veterans			
Action NOW	Services	\$45.00	
Capital One	Supplies	\$106.80	
Charter Communications	Service	\$229.12	
Verizon Wireless	Services	\$88.60	
Vietnam Veterans of America Chpt 532	Supplies	\$27.50	
			\$497.02
Water & Sewer			
ADR & Associates LTD	Services	\$6,350.00	
AEP	Electric Utility	\$33.61	
AEP	Electric Utility	\$575.15	
AEP	Electric Utility	\$221.83	
AEP	Electric Utility	\$66.93	
Charles Rewinding	Repair	\$1,296.00	
Crossroads Hardware	Supplies	\$12.99	
Enger Auto	Materials	\$15.47	
Enger Auto	Materials	\$77.63	
Fastenal	Repair	\$885.00	
Fastenal	Equipment	\$526.90	
Ferris Chevrolet	Repair	\$355.70	
Frontier	Service	\$50.95	
Frontier	Service	\$54.16	
Frontier	Service	\$66.93	
Frontier	Service	\$55.07	
Frontier	Service	\$55.07	
Haueter Landscaping	Services	\$300.00	
Iron Mountain	Services	\$368.91	
Lowe's	Materials	\$167.33	
Lowe's	Equipment	\$299.03	
Lowe's	Supplies	\$37.99	
Lowe's	Materials	\$148.07	
MNJ Technologies	Equipment	\$402.00	
National Lime & Stone Company	Materials	\$985.73	
NCT Water	Services	\$8,960.55	
Occupational Medical Center	Services	\$55.00	
Ohio Utility Protection Service	Services	\$24.00	
Staley Technologies	Supplies	\$229.00	
Tusc Co Treasurer	Stone Creek WWTP	\$2,000.00	
Tusc Co Treasurer	Services	\$6,350.00	
Vac 2 Go	Repair	\$1,140.86	

WE Quicksall & Associates	Services	\$288.75	
WE Quicksall & Associates	Services	\$2,000.00	
			\$34,456.61
		GRAND TOTAL	\$320,814.67

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

OTHER BUSINESS: Remove from Table:

RESOLUTION (573-2023) REMOVE FROM TABLE - RESOLUTION AUTHORIZING ORDC TO SUBMIT THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION LEAD ABATEMENT PROGRAM (CHIP-LAP) PROGRAM APPLICATION WITH THE STATE OF OHIO ON BEHALF OF TUSCARAWAS COUNTY AND ADMINISTER SAID PROGRAM

It was moved by Commissioner Zemis, seconded by Commissioner Ress to remove from table the resolution Authorizing ORDC to Submit the PY 2023 Community Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) Application with the State of Ohio on Behalf of Tuscarawas County and Administers Said Program clarification was obtained by Scot Reynolds, OCED Director.

VOTE: Chris Abbuhl, yes;
 Kristin Zemis, yes;
 Greg Ress, yes;

COMMISSIONERS' OFFICE, TUSCARAWAS COUNTY, OHIO

JULY 10, 2023

RESOLUTION #574-2023

AUTHORIZING ORDC TO SUBMIT THE PY 2023 COMMUNITY HOUSING IMPACT AND PRESERVATION LEAD ABATEMENT PROGRAM (CHIP-LAP) PROGRAM APPLICATION WITH THE STATE OF OHIO ON BEHALF OF TUSCARAWAS COUNTY AND ADMINISTER SAID PROGRAM

Commissioner Ress made the motion to adopt the following:

WHEREAS, Tuscarawas County, hereinafter the "Grantee", has applied for PY 2023 Community Housing Impact and Preservation Program (CHIP) funding from the State of Ohio, Department of Development, Office of Community Development(OCED) in the amount of \$700,000 for the purpose of addressing local housing needs; and

WHEREAS, the State of Ohio, Department of Development, Office of Community Development, has made Community Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) funds available to Communities operating a PY2023 CHIP Program, and Tuscarawas County desires to utilize said funds; and

WHEREAS, OCED Policy 15-02, 2 CFR 200.320, authorizes the Grantee to hire an administrative consultant, on its behalf; and

WHEREAS, Ohio Regional Development Corporation, hereinafter the "Consultant", is an Ohio non-profit Corporation engaged in community and economic development, planning and housing, and located in the City of Coshocton, Ohio, and has already entered into a Contract with Tuscarawas County to Administer and implement the PY2023 CHIP Program, and will administer the CHIP-LAP program on the same terms; and

WHEREAS, Grantee and Consultant understand this agreement is contingent on PY 2023 CHIP-LAP funding from the State of Ohio, Development Services Agency, Office of Community Development (OCED);

WHEREAS, this agreement is in effect until the CHIP-LAP funds are expended and the funded activities are complete and closed out.

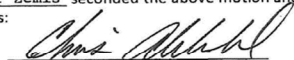
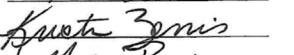

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, Tuscarawas County, Ohio:

Section 1: The Tuscarawas County Commissioners hereby approves and authorizes ORDC to submit an application on behalf of Tuscarawas County for the PY-2023 Community Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) in the amount of Thirty-Thousand Dollars (\$30,000) and to administer and implement said program in accordance with the terms of the contract already entered into between ORDC and Tuscarawas County for administration and implementation of the PY2023 CHIP Program. However, the agreement is only enforceable upon funding of the PY 2023 CHIP and the PY2023 CHIP-LAP, therefore contingent upon funding from the State of Ohio, Department of Development, Office of Community Development. ORDC is to work with and at the direction of the Tuscarawas County Commissioners in order to assure that all services, information and documentation required by said Agreements, HUD, the State of Ohio and/or CHIP guidelines are provided.

Section 2: Tuscarawas County is the Grantee, and accepts responsibility for and authority over the entire CHIP-LAP Program Grant.

This resolution also authorizes the president and/or vice president of the board of commissioners to sign any and all documentation related to the execution of said contract/agreement.

Commissioner Zemis seconded the above motion and the roll being called upon its adoption, the vote resulted as follows:

	AYE	NAY
	X	
	X	

BOARD OF COMMISSIONERS
 TUSCARAWAS COUNTY, OHIO


 Clerk

RESOLUTION (575-2023) AUTHORIZE - GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM

It was moved by Commissioner Zemis, seconded by Commissioner Ress to approve the following:

BEFORE THE COMMISSIONERS OF TUSCARAWAS COUNTY
 RESOLUTION No. (575-2023)

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL NATURAL GAS AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4929.26 OF THE OHIO REVISED CODE, DIRECTING THE TUSCARAWAS COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS.

WHEREAS, the Ohio legislature has enacted natural gas deregulation legislation which authorizes the legislative authorities of counties to aggregate the retail natural gas loads located within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of natural gas; and

WHEREAS, governmental aggregations provide an opportunity for residential and small business consumers to participate collectively in the potential benefits of natural gas deregulation through lower natural gas rates which would not otherwise be available to those natural gas customers individually, and

WHEREAS, the County of Tuscarawas seek to establish a governmental aggregation program with opt-out provisions pursuant to Section 4929.26 of the Ohio Revised Code for the residents, businesses and other natural gas consumers in the unincorporated areas of Tuscarawas County.

NOW, THEREFORE, BE IT RESOLVED but the Commissioners of Tuscarawas County, State of Ohio:

Section 1. BEST INTERESTS OF THE COUNTY

The Commissioners of Tuscarawas County have concluded that it is in the best interest of the County, its residents and businesses located within the unincorporated areas of the Tuscarawas County to establish this aggregation program.

Section 2. APPROVAL BY THE ELECTORATE

The aggregation program must be approved by the electors of the County pursuant to Section 3 of this Resolution. Upon approval by the electorate the County is hereby authorized to automatically aggregate, in accord with Section 4929.26 of the Ohio Revised Code, the retail natural gas loads (customers) located within the County, and enter into service agreements to facilitate for those loads the purchase and sale of natural gas. The County may exercise such authority jointly with any other municipal corporation, township, or county or other political subdivision of the State of Ohio.

Section 3. BALLOT LANGUAGE

The Board of Elections of Tuscarawas County is hereby directed to submit the following question to the electors of at the general election on November 7th 2023.

Shall the Commissioners of the Tuscarawas County have the authority to aggregate the retail natural gas customers located in the unincorporated areas of Tuscarawas County (excluding: Sandy, Lawrence, Franklin, Sugar Creek, Auburn, Mill Townships) and for that purpose, enter into services agreements to facilitate for those customers the sale and purchase of natural gas, conversion to the aggregation program will occur automatically unless the customers choose to opt out of the program.

The Clerk of Tuscarawas County is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the Tuscarawas County Board of Elections not less than ninety days prior to the general election. The aggregation program shall not take effect unless approved by a majority of the electors voting upon this resolution and the aggregation program provided for herein at the election held pursuant to this Section 3 of this resolution and Section 4929.26 of the Ohio Revised Code.

Section 4. PROCEDURE AFTER AN AFFIRMATIVE VOTE; HEARINGS AND NOTICE OF HEARINGS; OPT-OUT RIGHTS.

Upon approval of a majority of the electors voting at the general election provided for in Section 3 of this Resolution, the Commissioners of Tuscarawas County, individually or jointly with any other political subdivision, may develop a plan of operation for the aggregation program. Before adopting this plan, the Commissioners of Tuscarawas County shall hold at least two public hearings on the plan.

Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the County prior to the first hearing. The notice will summarize the plan and state the date, time and place of each hearing. No plan adopted by this County Commission shall aggregate the natural gas load of any natural gas load center within the County unless it, in advance, clearly discloses to the person owning, occupying, controlling or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects, by a stated procedure, not to be enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program at least once every two years without paying a switching fee. Any person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under Section 4929.26 of

the Ohio Revised Code until the person choose an alternative supplier.

Section 5.

It is hereby found and determined that all formal actions of the County Commissioners of Tuscarawas County concerning and relating to the passage of this resolution were adopted in an open meeting of this Council of Commissioners and that the deliberations of this Commissioners Council of Tuscarawas County and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Date of Passage: July 10, 2023

COMMISSIONERS

 CHAIRMAN


VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, yes;

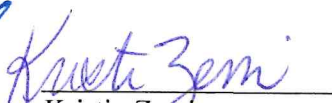
RESOLUTION (576-2023) ADJOURN

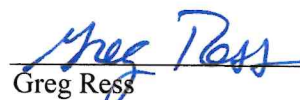
It was moved by Commissioner Ress, seconded by Commissioner Zemis, to adjourn at 3:27 p.m. to meet in Regular session Wednesday, the 12th day of July, 2023.


VOTE: Chris Abbuhl, yes;
Kristin Zemis, yes;
Greg Ress, 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


Kristin Zemis


Greg Ress


Attest: Rhonda Jordan, Clerk