

July 25, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. Proclamation - Child Support Awareness Month – Traci Berry – CSEA

Approve Minutes 7-11-22 (M/L)

Approve Minutes 7-18-22 (M/A)

Rescind Resolution (593-2022) in Part – Juvenile Court – Supplemental Appropriation

Approve Supplemental Appropriation (5)

Approve Transfer of Funds (4)

Approve JFS Monthly Contracts

Approve Electric Panel Replacement – Health Dept

Declare Obsolete – IT Equipment

Approve Service Contract – Inmate Legal Services – Sheriff's Office

Approve Agreement – 120Water – Water System Lead Service Line Inventory

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION,
MONDAY, THE 25th DAY OF JULY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl presiding.

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

RESOLUTION (606-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the July 11, 2022 meeting as written.

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

RESOLUTION (607-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes from the July 18, 2022 meeting as written.

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

RESOLUTION (608-2022) RESCIND RESOLUTION (593-2022) IN PART – JUVENILE COURT – SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to rescind RESOLUTION (593-2022) SUPPLEMENTAL APPROPRIATION IN PART FOR \$240.35 and \$300.00 for error in line item. Will be submitted as new Supplemental Appropriation.

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

RESOLUTION (609-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Juvenile Court	E-0440-A018-A00	E-0130-A002-C22	\$240.35	Transferring employee from grant payroll to County General payroll. Increase Juvenile Contracts to pay for employee's court cell phone usage
Juvenile Court	E-0440-A018-A00	E-0130-A202-C19	\$300.00	Transferring employee from grant payroll to County General payroll. Increase Juvenile Contracts to pay for employee's longevity pay
Local Emergency Planning Committee	B051-B25	B051-B06	\$800.00	Cover the anticipated cost of contract services for remainder of the year
Water & Sewer Dept	E-1300-P300-P16	E-1300-P000-P06	\$5,000.00	Cover upcoming repairs
Water & Sewer Dept	E-1300-P-300-P16	E-1300-P100-P06	\$30,000.00	Cover utility costs
Sheriff's Office	X032-X20	X032-X19	\$35.00	Cover 2 nd half workers comp charges
Sheriff's Office	X032-X20	X332-X19	\$5.50	Cover 2 nd half workers comp charges
Sheriff's Office	X032-X20	X432-X19	\$83.00	Cover 2 nd half workers comp charges
Sheriff's Office	X032-X20	X832-X19	\$45.00	Cover 2 nd half workers comp charges

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

RESOLUTION (610-2022) TRANSFER OF FUNDS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Juvenile Programs	E1565-S068-S02	E-1566-S068-S22	\$15,000.00	Employee now being paid out of dept 1566
Juvenile Programs	E1565-S068-S10	E-1566-S068-S23	\$2,100.00	Employee now being paid out of dept 1566
Juvenile Programs	E1565-S068-S11	E-1566-S068-S24	\$218.00	Employee now being paid out of dept 1566
Common Pleas Court	E-0120-A002-B03	E-0120-A002-B17	\$3,000.00	Anticipated interpretation fees for remainder of year
Sheriff's Office	B055-B16	B055-B19	\$5,600.00	Cover 2 nd half Workers Comp charges
Sheriff's Office	A006-A16	A006-A19	\$30.00	Cover 2 nd half Workers Comp charges

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

RESOLUTION (611-2022) APPROVE CONTRACTS – TUSCARAWAS COUNTY JOB & FAMILY SERVICES (JFS)

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the contracts below as recommended by David Haverfield, Director:

TUSCARAWAS COUNTY JOB & FAMILY SERVICES
 JUNE 2022

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
Subgrant Agreements				
Contracts for services				
Vendor Agreements				
Common Ground Family Services, LLC	Supervise & Monitor Visits	6/9/2022	Until Terminated	\$60.00 per hour
Stutzman Lawn & Landscaping	Weed and Feed the Lawn	5/31/2022	5/31/2023	\$144.11 each application
Foster Agreements				
Northeast Ohio Adoption Services	Child Placement Services	7/1/2022	6/30/2022	per agreed fee schedule
New Mercy Outreach, Inc.	Child Placement Services	7/1/2022	6/30/2023	per agreed fee schedule
R.T. & D.T.	Child Placement Services	5/9/2022	5/8/2024	\$32 per day
J.R. & E.R.	Child Placement Services	6/9/2022	6/8/2024	\$32 per day
P.R. & D.R.	Child Placement Services	6/9/2022	6/8/2024	\$32 per day
Kids Count Too, Inc	Child Placement Services	7/1/2022	6/30/2023	per agreed fee schedule
Ohio MHAS-Keystone Richland Center, LLC daba Foundations for Living	Child Placement Services	7/1/2022	6/30/2023	per agreed fee schedule
Adoption Agreements				

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

RESOLUTION (612-2022) APPROVE ELECTRIC PANEL REPLACEMENT (HEALTH DEPT)

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following proposal in the amount of \$11,474.00 for Wood Electric to replace the electric panel at the Health Department as requested by Katie Seward, Director. This has been identified as an emergency by the TCHD and needs to be replaced immediately.



WOOD ELECTRIC INC.
210 Eleventh Street, NW
New Philadelphia, Ohio 44663

July 15, 2022

Tusc. County Health Dept.
ATTN: Darryl Hipner
897 East Iron Ave.
Dover, OH 44622
dhipner@tchdnow.org

RE: Panel Replacement

Dear Mr. Hipner,

Wood Electric, Inc. is pleased to offer the following quote for the above named project. Our proposal is based on the following conditions and exclusions:

Scope of work:

- Demo existing Federal Pacific breakers and bus in Panels PP1, PP2, PP3, and PP4.
- Provide and install new Sq. D breakers and bus in Panels PP1, PP2, PP3, and PP4.
- Quote is based on reusing existing wire and panel enclosures.
- All work to be performed during normal working hours 7 AM to 5 PM, Monday through Friday

Labor & Materials & Equipment for work stated above.....Price \$11,474.00
Eleven Thousand Four Hundred Seventy-Four Dollars(\$11,474.00)

Respectfully submitted,

Keith Pittis

Keith Pittis
Project Manager/Estimator

md

OHIO EL#17303 — EQUAL OPPORTUNITY EMPLOYER —
Telephone: (330) 339-7002 • Fax: (330) 339-3917 • www.woodelectric.net

Tusc. County Health Dept.
July 15, 2022
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Wood Electric, Inc.

RE: Panel Replacement

I the undersigned as agent for the above named customer/subscriber have read the attached contractual terms and by signing this agreement indicate my understanding and agreement to the terms as written.

Accepted. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signed: *Chris Abbuhl* Commissioner
Authorized Agent Title

Please Print: Chris Abbuhl Date: 7/25/2022

For immediate processing, please sign and return all pages via email to info@woodelectric.net or by fax to 330-339-3917

Please Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

RESOLUTION (613-2022) OBSOLETE PROPERTY – INFORMATION TECNOLOGY

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to declare IT equipment, as obsolete for the use for which it was acquired in accordance to Ohio Revised Code 307.12 (B). The items are broken or did not sell on Govdeals.

The items will be disposed of in accordance to ORC.

- Smart Ups 3000
 - Model Number: SU3000NET – Data Tag Number: 671
- APC Back Ups Pro 1500
 - Model Number: BR1500G
- Smart Ups 3000
 - Model Number: SUA3000 – Data Tag Number: 960
- Minute Man CPE2000
 - Model Number: CPE2000 – Data Tag number: 1036
- Dell PowerEdge Server
 - V261
- Dell Monitor
 - IT Tag # 1026
- Dell CRT Monitor
- 4 P/S2 keyboards
- 3 P/S2 mice
- Tape Carousel

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

RESOLUTION (614-2022) APPROVE SERVICE CONTRACT – CONTRACTEE LAW FIRM – INMATE LEGAL SERVICES – SHERIFF'S OFFICE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the service contract for a Contractee Law Firm with Blackwell Law Office in the amount of \$5,000.00 commencing on June 15, 2022 and expiring June 14, 2023.

This action is taken upon recommendation of Sheriff Orvis Campbell, and approved as to form by Robert Stephenson II, Assistant Prosecuting Attorney.

SERVICE CONTRACT

This Contract is entered into on June 15, 2022 by and between the Tuscarawas County Commissioners and the Tuscarawas County Sheriff's Office, herein referred to as Contractor, and Blackwell Law Office, hereinafter referred to as Contractee.

PURPOSE

The purpose of this contract is to hire Contractee law firm to provide legal services to jail inmates at the Tuscarawas County Justice Center, to assist them in the area of legal research and to aid in meeting their legal needs in a practical manner; provided, however, that said Contractee law firm shall not handle, file or otherwise be retained as the inmates' private counsel as to any lawsuits, civil or criminal, if said inmate(s) initial contact with Contractee law firm is pursuant to this Service Contract.

DEFINITION

Contractee law firm employees shall at no times be considered Contractor's employees.

CONTRACT LENGTH

This Contract shall be for a one year period, subject to renewal by the written agreement of Contractor and Contractee law firm, commencing June 15, 2022 and expiring June 14, 2023. Either party may cancel the agreement upon thirty (30) days written notice.

PAYMENT

Contractor shall pay Contractee law firm \$ 5000.00 per year, with payments to be made in two \$ 2500.00 installments. Contractee law firm will provide a proper invoice for payment after rendering services.

WORK SCHEDULE

Contractee law firm shall provide services to inmates a minimum of one (1) day per week at the Tuscarawas County Justice Center and be available to any and all inmates who have requested assistance from the Contractee law firm. Contractee law firm shall assist the inmates in as prompt a manner as possible. Contractee law firm shall give its best efforts to maintain a regular schedule, subject to court scheduling and other needs, so that inmates may anticipate a predictable time to meet with an appropriate Contractee law firm employee. Contractee law firm may schedule inmate meetings in a practical manner that serves the interests of fairness and efficiency.

Contractee law firm reserves the right to refer legal assistance from other competent sources to any particular inmate due to conflicts of interest with that inmate.

IN WITNESS WHEREOF, the Contractor and Contractee hereunto subscribe their names on the date aforesaid.

CONTRACTOR:
Al Landis
Al Landis
Tuscarawas County Commissioner
Chris Abbuhl
Chris Abbuhl
Tuscarawas County Commissioner
Kerry Metzger
Kerry Metzger
Tuscarawas County Commissioner
Orvis Campbell
Orvis Campbell
Tuscarawas County Sheriff

CONTRACTEE:
Blackwell Law Office
by David Blackwell
David Blackwell for Contractee

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

RESOLUTION (615-2022) – APPROVE AGREEMENT - 120WATER - WATER SYSTEM LEAD SERVICE LINE INVENTORY

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve the Agreement with 120Water in an amount not to exceed \$23,330.00 for preparing a Lead Service Line (“LSL”) Inventory for Tuscarawas County Water Systems with a portion of the cost being covered by a LSL Inventory and Mapping Grant obtained through the Ohio EPA. The Agreement includes an Annual Subscription Agreement. The Sanitary Engineer shall have the authority to terminate the Annual Subscription Agreement at any time. The Board of Commissioners, Tuscarawas County, Ohio approves and authorizes the execution of said Agreement.

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

Master Services Agreement

This Master Services Agreement ("MSA") (together with the Order, the "Agreement") is an agreement between 120 Water Audit, Inc. d/b/a 120Water ("120Water", "we" or "us"), and Tuscarawas County Commissioners ("Customer" or "you"). This Agreement governs your access to and use of the Services (as defined below) and describes both your rights and your obligations as part of using the Services. Additionally, your ability to purchase goods from or through us will be subject to our Terms of Sale as further described herein. It is important that you read this Agreement carefully because you will be legally bound to this Agreement. 120Water only provides the Services to you subject to this Agreement. By accepting this Agreement via an Order or by accessing or using the Services, you agree to be bound by this Agreement (including any terms within the accompanying Documentation, and any applicable policies and guidelines, which are incorporated here by this reference). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. In that case, the terms "Customer", "you" or "your" shall also refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you may not use the Services. 120Water and Customer are each also referred to hereunder as a "party" and collectively as the "parties".

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. DEFINITIONS

"Authorized Users" shall mean personnel authorized by Customer to use the Service solely for the internal use of Customer, subject to the terms and conditions of this Agreement.

"Customer Data" shall mean all electronic data or information submitted by Customer to the SaaS Services or otherwise provided by Customer to 120Water.

"Deliverables" means the deliverables or other work product produced by 120Water or its subcontractors or other personnel in provision of SaaS Services or Professional Services hereunder, including customizations, reports, alerts, data and other information.

"Documentation" means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.

"Exhibits" shall mean any exhibits identified in an Order, the terms, conditions, and other provisions of which are hereby expressly incorporated herein by reference.

"Malicious Code" shall mean viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

"120Water Software Platform" shall mean the platform consisting of the Site and any software, operating systems, hardware and other technical resources used by 120Water to provide the SaaS Services.

"Order" shall mean 120Water's quote accepted by Customer via an ordering document submitted to 120Water or via subscription on the Site, to order any Services, which is hereby expressly incorporated herein by reference.

"Professional Services" shall mean any implementation, integration, consulting and other related services described in an Order.

"Project Start Date" shall mean a date mutually agreed upon by the parties following execution of an Order, upon which date 120Water shall commence provision of implementation or other Professional Services.

"SaaS Services" shall mean the water test administration and reporting services made available to web-based and mobile users via the 120Water Software Platform hosted by 120Water.

"Services" shall mean the SaaS Services and Professional Services collectively.

"Site" shall mean the website(s) accessible at <https://120water.com/> (or any successor thereto).

"Subscription Start Date" shall mean the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order.

"Subscription Term" shall mean the period of time during which Customer is subscribed to the SaaS Services, as specified in an Order.

"Usage Data" shall mean data generated by the use of the Services, including the use of the SaaS Services and other related services, that is collected by 120Water and used for a variety of internal and external purposes, including but not limited to the operation and operation of the 120Water network.

2. SERVICES AND RESPONSIBILITIES OF THE PARTIES

2.1 120Water Responsibilities. During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with its standard support policies and procedures. 120Water will use commercially reasonable efforts to maintain the SaaS Services' availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water's reasonable control. 120Water reserves the right to modify the SaaS Services at any time. The parties may, from time to time, execute an Order describing Professional Services that 120Water shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any Order.

2.2 Customer Responsibilities. Customer is responsible for all activities that occur in Customer's account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services, and (d) procure for 120Water at Customer's sole expense all rights and consents necessary for 120Water to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware, and other systems. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the SaaS Services, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the SaaS Services. Customer is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement and with the Terms of Use.

2.3 Use Restrictions. Customer shall use the SaaS Services solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the SaaS Services available to any third party except as contemplated by this Agreement; (b) send via, or store within, the SaaS Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the SaaS Services any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the SaaS Services any Malicious Code; or (e) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. In addition, Customer shall not directly or indirectly, in whole or in part, or potentially right here, the SaaS Services or 120Water's related: (i) create or attempt to create any derivative work of any part of the SaaS Services or 120Water's related; (ii) create or attempt to create any derivative work of any part of the SaaS Services or 120Water's related; (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS Services or 120Water Software Platform; (iv) send, store or process in the SaaS Services or 120Water Software Platform any personal health data, credit card data, personal financial data or other such sensitive or personal data; (v) use any of 120Water's Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services; (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted on the SaaS Services or 120Water Software Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the "Use Restrictions").

2.4 SaaS Services Platform. 120Water and its third party service providers will use commercially reasonable efforts to maintain the availability of the SaaS Services. 120Water may perform routine or other maintenance at times and for durations established by 120Water in its sole discretion, during which time(s) 120Water may take the SaaS Services down to conduct necessary maintenance or repairs, or to implement upgrades. In the event of an error or outage of the SaaS Services, 120Water will use commercially reasonable efforts to restore the SaaS Services to working order. Customer agrees that 120Water is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer's systems or hardware or Customer Data.

2.5 Beta Services. From time to time, 120Water may invite Customer to try Beta Services at no charge. Customer may accept or decline any such trial in Customer's sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. 120Water may discontinue Beta Services at any time in 120Water's sole discretion and may never make them generally available. 120Water will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.6 Purchase of Goods. Your purchases of goods, including without limitation, water testing kits and water pitcher filters, from 120Water are governed by the Terms of Sale available at <https://120water.com/terms-of-sale/> which are incorporated herein by reference.

3. FEES & PAYMENT

3.1 Subscription Fees. Customer shall pay to 120Water the subscription fees for the SaaS Services in accordance with the applicable Terms of Sale and any applicable order or invoice. The price of

otherwise specified in an Order, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its income), whether or not collected by 120Water. 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by the Customer, provide 120Water with the appropriate documentation of such payments. 120Water may change the fees applicable to the Services upon thirty (30) days prior notice; provided, that, any such change shall only take effect upon renewal of a Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing as the underlying subscription pricing set forth in the most recent Order, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and any added subscriptions will terminate on the same date as the underlying subscriptions. For all other additional goods or services purchased by Customer during the Subscription term, such purchases will be made at the then current prices of such goods or services.

3.2 Overdue Payments. Customer's failure to pay fees as set forth herein shall constitute a material breach of this Agreement. Any fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is fifteen (15) days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend Customer's access to the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Orders.

3.3. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Software Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding the Customer Data), and all copies, modifications, and derivative works thereof, and all 120Water trademarks, names, logos, and identifying indicia, including copyright, trade secret and other proprietary or intellectual property rights. To the extent any rights are granted to Customer hereunder, other than as explicitly stated herein, such rights are granted on a non-exclusive, non-transferable, non-assignable, non-sublicensable, non-licensable, non-royalty-free, and non-exclusive basis. All Customer Data is to be used by 120Water and its affiliates, subsidiaries, and service providers.

royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Data in connection with providing the Services to Customer hereunder. 120Water may use the trademarks and trade names of Customer in connection with provision of the Services.

4.2 Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("Feedback"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and exclusive property of 120Water.

4.3 Improvements, Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Software Platform, and in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request. To the extent, if any, that ownership in such Deliverables, refinements or improvements does not automatically vest in 120Water by virtue of this Agreement or otherwise, Customer hereby transfers, and shall transfer, to 120Water all rights, title, and interest which Customer may have, and such transfer is irrevocable, irreversible and binding on Customer's successors.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary" or (c) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, Orders, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its business partners' products or projects (including any beta version of a service), software, technology, customer, financial, plan, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, or confidential information, to its employees, officers, directors, partners, agents, consultants, attorneys, accountants, auditors, and other advisors, provided that such parties shall be bound by the same confidentiality obligations as the disclosing party. Confidential Information shall not include information that is publicly available or otherwise known to the general public.

generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable law, 120Water shall be permitted to retain Customer Data and Usage Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Customer Data or Usage Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform Services hereunder.

5.3 Compelled Disclosure; Remedies. If the Receiving Party is compelled by law, an order issued by a judge or public competent authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek to file a lawsuit to enjoin such acts.

5.4 Survival. The Confidentiality obligations set forth in this Section shall remain in force and effect at all times during the term hereof and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status is maintained (but not less than the period described in applicable law), and (ii) with respect to Confidential Information that does not constitute a trade secret under applicable law, for the term of the agreement and for the period of time specified in the applicable law, if any.

6. WARRANTIES & DISCLAIMERS

6.1 Customer Warranties. Customer represents and warrants that: (a) the Customer Data, and the use thereof by 120Water and its service providers, shall not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (b) Customer shall not use the Services in a manner that violates any law; and (c) Customer shall procure all rights and consents necessary to enable 120Water and its third party service providers to access and use all Customer Data and all access and use rights necessary to interface with Customer's software, hardware and other systems.

6.2 120Water Warranties. 120Water represents and warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; and (b) 120Water shall take commercially reasonable measures to protect against the SaaS Services containing or transmitting Malicious Code. 120Water represents and warrants that the Professional Services (excluding any Services provided by third parties) will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (such warranty, the "Service Warranty"). Customer must report to 120Water in writing any failure of the Professional Services to materially conform to the Service Warranty within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer's exclusive remedy, and 120Water's entire liability, shall be the re-performance of the Professional Services, and, if 120Water is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to 120Water for the deficient Professional Services.

6.3 Third party software usage and obligations are governed under the applicable third party software terms and conditions, and Customer expressly acknowledges that 120Water has no obligations with regard to third party software or services. In the event 120Water is required to integrate with or otherwise interface with third party software, Customer agrees to secure all rights necessary to enable 120Water to perform such work, and Customer represents, warrants and covenants that it has or will secure at Customer's sole cost all access and license rights necessary to enable 120Water to perform its obligations hereunder. **NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, 120WATER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THIRD PARTY SERVICES OR SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT 120WATER HAS NO LIABILITY, DIRECT OR INDIRECT AND REGARDLESS OF THE THEORY OF LAW, FOR THIRD PARTY SERVICES AND SOFTWARE.**

6.4 LIMITATION OF REMEDY. THE SOLE REMEDY FOR ANY BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE REMEDIES SPECIFICALLY SET FORTH IN THIS AGREEMENT.

120WATER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6.5 Customer acknowledges and agrees that the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials or services provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain relationships with dependable, accurate and timely third party service providers, 120WATER DOES NOT CONTROL SUCH SERVICE PROVIDERS, AND THEREFORE HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND LIABILITY FOR ANY INACCURATE, UNTIMELY, OR OTHERWISE ERRONEOUS DELIVERABLES INCLUDING DATA, ALERTS, OR INFORMATION ATTRIBUTABLE TO SUCH SERVICE PROVIDERS.

6.6 Understanding that 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder, Customer assumes full and sole responsibility for all risks associated therewith, and with Customer's use of or reliance on 120Water providing the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials, both known and unknown, inherent or otherwise, related thereto, errors and omissions in providing them, and Customer's enjoyment thereof, Customer hereby voluntarily accept the risks associated with 120Water's provision of the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials.

6.7 Acknowledging that such risks exist, CUSTOMER HEREBY RELEASES AND DISCHARGES 120WATER, ITS OFFICERS REPRESENTATIVES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES AFFILIATES, PARTNERS, LICENSORS, AGENTS AND EMPLOYEES, RELATED ENTITIES, SUCCESSORS AND ASSIGNS AND EACH OF THEM (HEREINAFTER FOR PURPOSES OF THIS SECTION 6.7 AND SECTION 7.1 INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "120WATER") FROM ANY AND ALL ACTUAL OR ALLEGED DEMANDS, LOSSES, CLAIMS, DAMAGES, SUITS, STRICT LIABILITY ACTIONS, CLASS ACTIONS, NEGLIGENCE ACTIONS, IMPLIED WARRANTY ACTIONS EXPRESS WARRANTY ACTIONS, EXPENSES, ATTORNEY FEES, AND LIABILITY RELATING TO ANY INJURY, DEATH, OR DAMAGES TO ANY PERSON OR PROPERTY (WHETHER TANGIBLE OR INTANGIBLE), INCLUDING ANY DATA, SOFTWARE, HARDWARE, NETWORKS, SYSTEMS, CUSTOMERATIONS, OTHER INFORMATION, PERSON OR PROPERTY SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED WHICH ARISES OUT OF OR IS RELATIVELY CONTRIBUTED TO THE POSSESSION OR USE OF THE SaaS SERVICES, THE PROFESSIONAL SERVICES, THE 120WATER SOFTWARE PLATFORM, DELIVERABLES, OR ANY OTHER MATERIALS PROVIDED HEREUNDER, OR THEIR FAILURE, OR FOR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, OR FROM ANY ALLEGATION THAT CUSTOMER DATA OR 120WATER'S USE THEREOF, INFRINGES OR MISAPPROPRIATES A THIRD PARTY'S PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET OR OTHER PROPRIETARY RIGHT, REGARDLESS OF WHETHER THE ACT OR OMISSION COMPLAINED OF WAS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE IN ANY FORM OF 120WATER.

CLAIM THAT THE ACT OR OMISSION COMPLAINED OF WAS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE IN ANY FORM OF 120WATER.

7. INDEMNIFICATION

7.1 Customer further agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND in any action or proceeding, 120Water from and against all actual or alleged demands, damages, losses, claims, suits, strict liability actions, negligence actions, implied warranty actions, class actions, liability relating to any injury, death, or damages to any person or property, express warranty actions, expenses, and attorney fees ("Claims") for or relating to the possession or use of the SaaS Services, the Professional Services, the 120Water Software Platform, Deliverables, or any other materials provided hereunder, or their failure, or for Customer's failure to comply with the terms of this Agreement, or from any allegation that Customer Data or 120Water's use thereof, infringes or misappropriates a third party's patent, copyright, trademark or trade secret or other proprietary right, regardless of whether the act or omission complained of was caused solely or in part by the negligence in any form of 120Water.

7.2 120Water shall defend, indemnify and hold Customer and its respective officers, directors, and employees, harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings ("Damage Claims") made or brought against Customer by a third party alleging that Customer's use of the SaaS Services within the scope of this Agreement infringes or misappropriates such third party's United States patent, copyright, trademark or trade secret; provided, however, that 120Water shall have no such indemnification obligation to the extent such infringement: (a) relates to use of the SaaS Services or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to the SaaS Services or any Deliverable not made by 120Water; (c) relates to Customer Data or any third party product or service, or (d) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.

7.3 Procedure. As an express condition to the indemnifying party's obligation under this Section 7, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought (except that any delay on the part of the indemnified party in providing such notice shall not relieve the indemnifying party of its indemnification obligation except to the extent the it is prejudiced thereby); and (b) provide the indemnifying party with all reasonable, nonmonetary assistance, information, and authority reasonably required for the defense and recovery of such claim.

B. LIMITATIONS

Notwithstanding to whomsoever, the parties shall defend, indemnify and hold each other harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings ("Damage Claims") made or brought against Customer by a third party alleging that Customer's use of the SaaS Services within the scope of this Agreement infringes or misappropriates such third party's United States patent, copyright, trademark or trade secret; provided, however, that 120Water shall have no such indemnification obligation to the extent such infringement: (a) relates to use of the SaaS Services or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to the SaaS Services or any Deliverable not made by 120Water; (c) relates to Customer Data or any third party product or service, or (d) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.

RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

8.2 Exclusion of Consequential and Related Damages. SUBJECT TO SECTION 8.3 HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, WORK STOPPAGE, DATA LOSS, LOST PROFIT OR COMPUTER FAILURE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 THE RESTRICTIONS ON THE TYPES AND AMOUNTS OF DAMAGES FOR WHICH A PARTY MAY BE LIABLE HEREUNDER SHALL NOT APPLY TO CUSTOMER'S LIABILITY FOR BREACH OF 120WATER'S PROPRIETARY RIGHTS HEREUNDER AND AMOUNTS PAYABLE PURSUANT TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

9. TERM & TERMINATION

9.1 Term. This Agreement commences on the earlier of (a) the date both parties execute an initial Order or (b) the date you initially begin using the Services, and continues through the expiration of all Orders in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 9 (the "Term"). Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order. Thereafter, the Subscription Term shall automatically renew for successive one (1) year renewal terms unless a party provides the other party notice of its intent not to renew at least thirty (30) days in advance of the end of the then-current term. Professional Services shall commence on the Project Start Date and shall continue until such Professional Services are completed.

9.2 Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such thirty (30) day period, provided, however, that 120Water may terminate this Agreement or the applicable Order for non-payment in accordance with Section 3.2 hereof. 120Water may immediately terminate this Agreement for cause if Customer breaches any of the Use Restrictions. This Agreement may also be terminated by either party immediately upon written notice to the other party if the other party voluntarily insolvency, or a voluntary arrangement or proceeding, or if it or any affiliate, subsidiary, or related party files for bankruptcy or insolvency protection, or if it or any affiliate, subsidiary, or related party is subject to a liquidation, reorganization, or other insolvency proceeding, or if it or any affiliate, subsidiary, or related party is subject to a receivership, or if it or any affiliate, subsidiary, or related party is subject to a liquidation, reorganization, or other insolvency proceeding, or if it or any affiliate, subsidiary, or related party is subject to a receivership, or if it or any affiliate, subsidiary, or related party is subject to a liquidation, reorganization, or other insolvency proceeding, or if it or any affiliate, subsidiary, or related party is subject to a receivership.

(30) days, (d) makes an assignment for the benefit of its creditors, or (e) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business. In addition, 120Water may terminate this Agreement, in whole or in part, or cease provision of Services if required to comply with applicable law or regulation. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to 120Water prior to the effective date of termination. Not in limitation of any other remedies that may be available to 120Water, upon any termination for cause by 120Water, Customer shall remain obligated to pay all fees owed for the remainder of the Subscription Term, all of which fees shall become immediately due and payable in full.

9.3 Customer Data. Following the termination or expiration of this Agreement, Customer shall have thirty (30) calendar days to access its account and download/export Customer Data. Upon expiration of such thirty (30) calendar day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status.

10. GENERAL PROVISIONS

10.1 Relationship of the Parties; Customer Name and Logo. The relationship between the parties created by this Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Customer hereby agrees to: (a) allow 120Water to use Customer's name and logo in 120Water's customer list, on 120Water's website, and in 120Water's marketing materials; and (b) subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, allow 120Water to reference Customer in a press release that announces Customer's decision to use 120Water Services.

10.2 Assignment. Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of 120Water. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including all Orders), without consent of 120Water, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of 120Water. Any attempt by Customer to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. 120Water may freely assign this Agreement and its rights and obligations hereunder, or may delegate or subcontract to third parties any of its duties and obligations hereunder, without the need for the consent of Customer. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.3 Governing Law. This Agreement shall be governed by the laws of the State of Michigan, without regard to its conflict of laws rules.

10.4 Modifications. 120Water may make changes to this Agreement from time to time. If 120Water makes a material change to this Agreement, 120Water will inform Customer by e-mail to the e-mail address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from 120Water), or through a banner or other prominent notice within the SaaS Services, or through the 120Water support platform. If Customer does not agree to the change, Customer must so notify 120Water by e-mail to support@120water.com within thirty (30) days after 120Water's notice. If Customer so notifies 120Water, then Customer will remain governed by the most recent version of this Agreement applicable to Customer until the end of the then-current period of the Subscription Term and the updated terms shall apply upon the commencement of the subsequent period of the Subscription Term. Notwithstanding the foregoing, if 120Water is required to change this Agreement in order to remain compliant with applicable law, and Customer does not agree to such change, 120Water may terminate the Customer's Order, in which case 120Water shall provide Customer with a pre-rated refund of any pre-paid fees for Service not performed by the effective date of termination.

10.5 Force Majeure. In no event will 120Water be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond 120Water's control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, pandemics, epidemics, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation. 120Water may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

10.6 Dispute Resolution and Binding Arbitration. As set forth in this Section 10.6, you, your and similar variants shall mean Customer and all Authorized Users and others using the Services under or in connection with Customer's account. Sections 10.6.1 through 10.6.3 shall apply only to a Customer that is a legal entity, not an individual consumer Customer. Dispute resolution between an individual consumer Customer and 120Water shall be governed by Sections 10.6.4 through 10.6.11 only.

10.6.1 In the event of a dispute, the parties agree to enter into good faith discussions which shall take place within fifteen (15) days of written notice from either party of a dispute.

10.6.2 Either party may refer the dispute to non-binding mediation in the event that the parties have not resolved the dispute referred to them for resolution within thirty (30) days. The parties agree to the mediation which shall refer to good faith to

resolve the dispute under the fast track mediation rules of procedure of the International Institute for Conflict Prevention & Resolution ("CPR") in effect as of the date the mediation is initiated. Unless otherwise agreed, the parties shall select a mediator from the CPR Panels of Distinguished Neutrals. If the parties cannot agree on the selection within fourteen (14) days after the matter has been referred to mediation, they will defer to the CPR to select a mediator pursuant to the CPR rules. The cost of the mediator shall be borne equally by the parties.

10.6.3 Any dispute not resolved within thirty (30) days (or within such other time period as may be agreed by the parties in writing) after appointment of the mediator, shall be finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with the following section of this Section 10.6.

10.6.4 YOU AND 120WATER ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

10.6.5 SUBJECT TO SECTIONS 10.6.1 AND 10.6.2, ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

10.6.6 The arbitration will be administered by the AAA in accordance with the Consumer Arbitration Rules or the Commercial Arbitration Rules and Mediation Procedures, as applicable (the "AAA Rules"), each as then in effect (the AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

10.6.7 There shall be one arbitrator agreed to by the parties within thirty (30) days of receipt by respondents of the request for arbitration or, if the parties cannot agree to an arbitrator, the AAA will appoint one. The place of arbitration shall be Indianapolis, Indiana.

10.6.8 The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration procedure. Respondent(s) may conclusively challenge a claim to arbitration, or to waive that the arbitration procedure

or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.


10.6.9 In any dispute, NEITHER YOU NOR 120WATER WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

10.6.10 Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.

10.6.11 If any provision of this Section 10.6 is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

10.7 Miscellaneous. This Agreement, including all Orders and Exhibits, our Privacy Policy, and Terms of Sale (if applicable), constitute the sole and entire agreement between you and 120 Water Audit, Inc., with respect to the Website, the Services, and purchased goods, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website, the Services, or purchased goods. Any inconsistency or ambiguity among such agreements shall be resolved by giving precedence in the following order: (1) this Agreement; (2) the Terms of Sale; and (3) our Privacy Policy. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order or Exhibit, the terms in the body of this Agreement shall prevail unless expressly stated otherwise in such Order or Exhibit. When used herein, the words "includes" or "including" means "including but not limited to". Except as set forth in Section 10.4, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall be replaced with a valid provision that is closest to the scope and intent of the invalid provision and shall not affect the validity of the remaining provisions hereof.

THIS AGREEMENT IS ACCEPTED BY:

"Customer"

Signature
Chris Abbuhl
Name
7/25/2022
Date

120Water

Signature
Name
Date

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

RESOLUTION (616-2022)

PAY BILLS

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

	911		
Stocker Concrete		Tower Lease	\$170,000.00
			\$170,000.00
American Rescue Plan Act			
Julian & Grube		ARPA Consulting	\$25,320.00
			\$25,320.00
Child Support			
City of New Philadelphia		Water/Sewer/Garbage	\$85.35
Comdoc		Toner	\$143.95
Verizon Wireless		Broadband Wireless	\$80.22
American Electric Power		Service	\$1,441.34
			\$1,750.86
Clerk of Courts			
Graphic Enterprises		Service	\$95.99
Jodi Fouts		Travel	\$354.39
Software Computer Group		Service	\$65.99
			\$516.37
Commissioners			
American Electric Power		Service	\$2,600.81
American Electric Power		Service	\$22.90
American Electric Power		Service	\$6,843.25
Dawson Security		Monitoring Services	\$120.00
Frontier		Service	\$598.00
ODP Business Solutions		Supplies	\$6.71
Go Shred		Shredding Services	\$150.00
Beavercreek Landscaping		Mowing @ County Cemetery	\$240.00
Patriot Industrial Technologies		Annual Boiler Chemical	\$1,850.00
OMEGA		Registration/Metzger	\$10.00
Don Ackerman		Apiary Services/June 2022	\$320.55
American Electric Power		Service	\$2,831.93
Holland & Muirden		Humane Society Legal Fees	\$210.00
			\$15,804.15
Common Pleas			
Interpreters XP		Interpreter	\$440.40
OH Common Please Judges Assoc		Seminar Registration	\$295.00
Copley OH Newspapers		Jury Draw Publication	\$69.84
Verizon		Service	\$60.18
Forensic Diagnostic Center		Evaluator's Travel	\$125.00
MNJ Technologies		Sound Bar Replacement	\$44.00
Copeco		Contract Base Charge	\$151.80
Buehler's Fresh Foods		Jury Supplies	\$50.29
			\$1,236.51
Community & Economic Development			
Mount Corrick Construction		CHIP Home Repair/Change Order	\$8,735.00
Tusc Co OCED		Admin Fees/B-F-21-1CT-1	\$7,722.60
EnviroHab LLC		CHIP Home/Lead Risk Assessment	\$400.00
EnviroHab LLC		CHIP Home/Lead Risk Assessment	\$400.00
Mount Corrick Construction		CHIP Home Repair	\$22,975.00
			\$40,232.60
Community Corrections			
First Communications		Long Distance	\$16.81
Verizon Wireless		Cell Phone Service	\$326.32
Melvmbrosia Associates		Assessment/Evaluation	\$400.00

Addiction Studies Institute	Staff Training	\$2,189.00	
			\$2,932.13
Coroner			
Verizon Wireless	Cell Phone Service	\$124.05	
Axis Forensic Toxicology	Tox Screen	\$370.00	
			\$494.05
Dog Pound			
Kimble	Service	\$164.50	
			\$164.50
Emergency Management			
Graphic Enterprises	Copier Maintenance	\$19.92	
Tusc Co IT Dept	Supplies	\$96.00	
Michael Baker International Inc	Mitigation Contract Drawdown #2	\$11,368.00	
			\$11,483.92
Engineer			
Newton Asphalt	Project #3-2022/Paving	\$104,080.00	
Joseph A Weaver	Temp & Perm Easement/CR 80 & 82	\$3,025.00	
First Communications	Long Distance	\$23.30	
Tusc Co Water & Sewer	Water & Sewer/PW	\$38.26	
Steve Brooks	Travel & Misc Expenses	\$21.60	
Zashin & Rich	Legal Consultant	\$1,329.80	
S & ME Inc	CR 37 Assistance	\$2,236.25	
Piedmont Gas	Service/PW	\$77.90	
Precision Repair Services	Repairs/Parts	\$1,080.00	
Newton Asphalt	Mat'l per bid	\$18,633.86	
Steve Brooks	Travel & Misc Expenses	\$152.40	
National Lime & Stone	Mat'l per bid	\$423.40	
Ace Truck Equipment	Spreader & Plows/Services	\$22,712.00	
			\$153,833.77
Human Resources			
Trinity Hospital Twin City	Ins. Claim/Injury	\$2,431.00	
			\$2,431.00
Information Technology			
OARnet	Internet Connection	\$145.00	
			\$145.00
Job & Family Services			
Georgia Barnhart	Kinship/Summer Camps	\$447.00	
Lighthouse Family Center	Court Testimony	\$350.00	
Clear Communications	Interpreter	\$483.00	
Menards	Maintenance Supplies	\$49.80	
Angel Lukco	IL/Graduation Incentive	\$1,000.00	
John Reed	FACES/Beds	\$710.00	
Tusc Co Health Dept	Birth Certificates	\$50.00	
Telelanguage Inc	Interpreter	\$411.79	
Generator Systems	Generator Maintenance	\$552.50	
Parkway Auto Superstore	Vehicle Maintenance	\$52.03	
Society for Equal Access	Transportation	\$48,947.72	
The Village Network	Boarding Home Payroll	\$603.30	
Interpreters XP	Interpreter	\$1,285.48	
Dr Nicholas Varrati MD	Drug Screens	\$120.00	
Tammy White	Kinship/Daycare	\$150.00	
Tusc Co Health Dept	Birth Certificate	\$25.00	
Timber Trail Apartments	FACES/Rent & Deposit	\$1,200.00	
			\$56,437.62
Juvenile/Probate			
Shannon Davis	Type Transcript	\$1,589.00	
Interpreters XP	Interpreter	\$264.35	

Interpreters XP	Interpreter	\$882.21	
			\$2,735.56
Park Department			
Jesse Rothacher	Reimb/Supplies	\$17.07	
Stony Point Supply	Materials/Supplies	\$58.50	
Menards	Materials/Supplies	\$55.47	
Owens Implement	Weed Eater Blade Kit	\$50.00	
AG-Pro Ohio	Oil & Filters	\$81.14	
AG-Pro Ohio	Mower Blades	\$42.87	
East Central Ohio ESC	Printed Materials	\$22.60	
Kimble Recycling	NJC Dumpster Rental	\$20.00	
Piedmont Gas	Service	\$6.82	
Marsha Freeland	Reimb/Program Supplies	\$99.18	
Menards	Event Supplies	\$32.97	
			\$486.62
Public Defender			
Interpreters XP	Interpreter	\$260.00	
City of New Philadelphia	Water Service	\$54.10	
Cargnel's Cleaning Service	June Cleaning	\$625.00	
			\$939.10
Recorder			
GovOS	Contract Services	\$4,125.00	
			\$4,125.00
Sheriff			
Diamond Drugs	Inmate & Medical Treatment	\$7,209.65	
Staples	Equipment	\$1,049.86	
Steel Valley Portable X-Rays	Inmate X-Rays	\$300.00	
G & L Supply	Supplies	\$608.24	
Blasenhauer Plumbing	Repairs	\$75.00	
Elite Tire Dover	Cruiser Repairs	\$100.98	
Kimble Company	Litter Disposal	\$61.62	
New Phila Fire Department	Quick Response Team	\$4,416.80	
Ohio Guidestone	Quick Response Team	\$1,598.88	
Community Mental Health	Quick Response Team	\$1,065.92	
Ohio State Highway Patrol	Toxicology Tests	\$107.00	
Legal Liability Risk Management	Training	\$700.00	
Ohio Peace Officer Training Academy	Training	\$600.00	
Sirchie	Supplies	\$88.52	
First Communications	Long Distance	\$76.77	
Ohio Department of Health	X-Ray Registration Renewal	\$120.00	
Staples	CIT Supplies	\$495.49	
MNJ Technologies	Computer Software	\$334.00	
			\$19,008.73
Southern Court			
Quill	Supplies	\$407.69	
Quill	Supplies	\$343.40	
			\$751.09
Treasurer			
Alban Title	Pre-Judicial Report	\$275.00	
			\$275.00
Veterans			
American Legion Post 552	Memorial Day Expenses	\$406.81	
American Legion Post 494	Memorial Day Expenses	\$500.00	
Senior Centers Tusc Co	Transportation	\$110.00	
Tusc Co Sheriff's Office	Fuel	\$158.66	
Xerox Financial Services	Lease Payment	\$188.75	
			\$1,364.22

Water & Sewer

American Electric Power	Service	\$71.29	
Northeast OH Natural Gas	Utility	\$140.91	
SmartBill	Customer Billing	\$2,251.65	
American Highway Products	Materials	\$1,252.25	
T & T First Aid	Materials	\$180.73	
Kimble Recycling	Container Service	\$62.25	
Ohio Light Truck Parts	Equipment	\$528.00	
Frontier	Service	\$12.72	
Frontier	Service	\$44.36	
First Communications	Service	\$204.93	
Twin City Water & Sewer	Sewage Disposal	\$5,568.30	
Engineering Associates	WH-20-01 Wilkshire Hills WWTP	\$5,600.00	
JA's Auto Service	Maint/Repairs	\$84.26	
Hawkins Water Treatment Group	Materials	\$1,080.00	
Southeastern Equipment	Materials	\$17.44	
Harris Battery	Materials	\$103.26	
			\$17,202.35
	GRAND TOTAL		\$529,670.15

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

Discussion: *Traci Berry, Director of Tuscarawas County Child Support Enforcement Agency (CSEA) was in attendance to talk about Child Support Awareness Month. Ms. Berry stated August is National Child Support Awareness Month. Ms. Berry thanked the Commissioners for recognizing Child Support Awareness Month in Tuscarawas County. The 2022 national theme is "Making Families Healthy and Stronger with Support". The Child Support Program serves over 13 million children nationwide and collects over \$13 billion for families. Last year, child support raised 600,000 families out of poverty nationwide.*

The Child Support Program is one of the most cost-effective government programs by collecting \$5.27 in support for every \$1.00 spent. Ohio is one of the most efficient Child Support Programs across the nation, but nationwide, it is also one of the most cost-effective programs by collecting \$6.35 for every \$1.00 spent. In Tuscarawas County, we collect \$9.21 for every \$1.00 spent. Tuscarawas County CSEA consistently performs above the state average in all categories. We serve over 18,000 men, women and children in Tuscarawas County.

Commissioner Abbuhl thanked Traci for her leadership and work over the years and expressed appreciation to her staff for their hard work and dedication. Commissioner Metzger stated he was very impressed with the work CSEA does and when you look at the \$9.21 CSEA collects for every \$1.00 spent, that is overwhelming. Commissioner Landis thanked the whole CSEA team for their efforts. Mr. Landis asked Ms. Berry if child support payments went up or down during the pandemic with the stimulus money? Ms. Berry stated they were able to take the first stimulus check for arrears, but the not the second or third. The unemployment insurance also helped. The problem now is a lot of people that had a side business, made it their main business during the pandemic and have decided to do it full time now, and when people pay for goods or services with VENMO and PayPal, CSEA has not experienced this before with getting support paid. This is a brand-new adventure for CSEA to figure out because the children still need the support payments. Mr. Landis also asked if CSEA has started to see families going below the poverty line with the current inflation, gas prices, etc. Ms. Berry stated they are afraid they are going to start seeing this happen.

Commissioner Abbuhl presented the Child Support Awareness Proclamation

RESOLUTION (617-2022) PROCLAMATION – CHILD SUPPORT AWARENESS MONTH

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following;
 Declaring August as Child Support Awareness Month.

PROCLAMATION

“MAKING FAMILIES HEALTHY AND STRONGER WITH SUPPORT”

WHEREAS: Each year, thousands of child support professionals around the country pause for a moment to reflect upon the 13 million children served and \$32.7 Billion in child support collected for families. The Child Support Program is one of the most cost-effective government programs by collecting \$5.27 in support for every \$1.00 spent. In Ohio, we collect \$6.35 for every \$1 spent and in Tuscarawas County, we collect \$9.21 for every \$1.00 spent; and

WHEREAS: Ohio's program serves over 2 million parents, children, and relative caretakers. Ohio ranks 5th among the top 10 caseloads nationally in paternity establishment, 2nd in child support establishment, 4th in current collections, 6th in arrearage collections, and 5th in cost effectiveness; and


WHEREAS: Tuscarawas County CSEA consistently performs above the state average in all categories. It is through the dedication of the employees of Tuscarawas County CSEA, our partners in the courts, the Sheriff's Office, the Clerk of Courts, and our county leadership that Tuscarawas County CSEA continues to serve our parents, children and caretakers with compassion, efficiency, and effectiveness; and

WHEREAS: Tuscarawas County is committed to helping families access community resources that can help them overcome barriers to paying child support. Tuscarawas County's child support program is dedicated to collaborating with multiple agencies and organizations to strengthen families and prioritize children's well-being; and

WHEREAS: People are encouraged to wear green August 3rd to join CSEA for Ohio Wears Green to Work Day in celebration for National Child Support Month.

NOW THEREFORE, BE IT RESOLVED by the Tuscarawas County Board of Commissioners to acknowledge the excellent service and accomplishments of the Staff of CSEA and thereby, designating August as Child Support Awareness Month.

TUSCARAWAS COUNTY COMMISSIONERS


Chris Abbuhl


Kerry Metzger


Al Landis


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

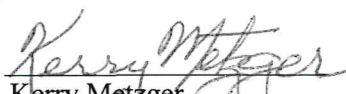
RESOLUTION (618-2022) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:27 a.m. to meet in Regular session Monday, the 1st day of August, 2022.

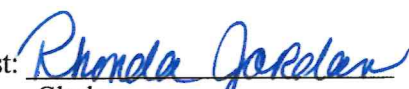
VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

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


Chris Abbuhl


Kerry Metzger


Al Landis

Attest: 
Clerk