# Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda\_and\_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

Location:		Jpshur County Courthouse Annex f you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: <u>272</u> 564 045 to enter the conference call.					
Date of Meet	ing:	October 13, 2022					
9:00 a.m.		<ul><li>Moment of Silent Meditation Pledge of Allegiance</li><li>Approval of Minutes:</li><li>October 6, 2022</li></ul>					
9:15 a.m.	Bid opening and potential award – Upshur County Courthouse Annex HVAC Upgrade Project						
9:45 a.m.	Shane Whitehair, Executive Director, Region VII Planning & Development Council, providing an update of community news and announcements. Pages 5						
10:30 a.m.	Kris Warner, WV Economic Development Authority Executive Director, providing an update of economic development opportunities available throughout the State of West Virginia.						
2:00 p.m.	n. Hearing to consider objection to the first annual settlement with a request to have Mary Give personal representative removed in the Estate of Naomi Given, deceased. *						

Under separate cover

### Items for Discussion / Action / Approval:

- Review status of Safe Structures and Sites Enforcement Board Property Case number 011421-01 (Washington Tax district – Tax Map 7K-Parcel Number 55.3) owned by Thomas & Debra Orsburn, previously Yancy Carr. \*
- Review and consider authorizing Commission President Kristie G. Tenney to sign a Property Donation Agreement wherein the Upshur County Commission is the recipient. Upon approval, further details will be provided at the conclusion of the closing. \*

Item may lead to Executive Session per WV Code §6-9A-4 (9)

- Approval and signature of a Master Equipment Lease-Purchase Agreement and Related Instruments, by and between Country Roads Leasing, LLC. The tax-exempt lease-purchase financing for the acquisition of a 2023 Chevy Tahoe at 4.80% interest will cost \$10,375.56 annually over a period of four years resulting in a total acquisition cost of \$41,502.24 \* Pages 7-10
- Approval and signature of the Sales Order and related documents between KOMAX Business Systems and the Upshur County Commission for a new color copier to be located in the Upshur County 911 Center. This lease will be for a 36-month period in the amount of \$1,556.88 due annually. \* Pages 11-14
- 5. Approval and signature of Service Contract with Cleveland Brothers to perform semi-annual service and annual maintenance service for the engine, generator and GENSET located at the E-911 Communications

# Page 2 of 31

Center. The total cost for the 2023 agreement is \$2,790; the total cost for the 2024 agreement is \$2874; and the total cost for the 2025 agreement is \$2,958. The agreement includes all parts, travel time, mileage and labor for two inspections each year. The Upshur County Commission has the right to terminate this agreement for any reason at any time. \* Pages 15-18

6. Review update from Fitzsimmons Law Firm PLLC regarding the pending opioid litigation. Consider signing "WV Local Government Election and Release Forms". \*

Item may lead to Executive Session per WV Code §6-9A-4

Under separate cover

Under separate cover

- 7. Approval of Lewis-Upshur Animal Control Facility Volunteers\*
  - Seth Ridley
  - Sarah Johnson
- Consideration and approval of advertisement for a full-time Legal Assistant in the Office of the Upshur County Prosecuting Attorney. Applications are due no later than close of business Friday October 21, 2022. \*
   Page 19
- 9. Correspondence from Sheriff Virgil D. Miller requesting the employment of Emily A. Pettit as Tax Deputy, effective October 16, 2022. \*

Item may lead to Executive Session per WV Code §6-9A-4

<u>Under separate cover</u>

10. Consider Resignation of Employee \* Item may lead to Executive Session per WV Code §6-9A-4 (A)

Under separate cover

11. Consider Resignation of Employee \* Item may lead to Executive Session per WV Code §6-9A-4 (A)

Under separate cover

12. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

### For Your Information:

# (Certain Items May Require Discussion, Action and/or Approval by the Commission)

- Letter of Intent from Matthew Sink, Director of Safety & Emergency Preparedness, Upshur County Board of Education regarding the FY 2023 Medical Cannabis Grant Program for continued funding and/or expansion of the Prevention Resource Officer Program ensuring a safer community.
   Page 20
- 2. Public Notices:
  - a) Newsletters and/or Event Notifications:
    - October Blood Screening sponsored by St Joseph's Hospital & Buckhannon Rotary Club
       October 22 & 29, 2022 Page 21
    - Community Emergency Response Team (CERT) Informational Flyer
       Page 22
  - b) Agendas and/or Notice of Meetings:

			Page 3 of	31
Elkins Road Public Service District		September 6	•	ige 23
<ul> <li>Buckhannon-Upshur Airport Authority</li> </ul>		October 10,		age 24
Buckhannon-Upshur Chamber of Commerce		October 12,		age 25
City Council of Buckhannon *Special Session		October 21,		age 26
		,		0
Meeting Minutes:		Contouch on 1 2022		27
Adrian Public Service District		September 1, 2022		age 27
Elkins Road Public Service District	2	September 6, 2022	Pages	28-31
c) Meetings: <b>*CHANGES ARE NOTED IN BOLD TYPE</b>				
Adrian PSD	Thu	10/6/2022	3:00 PM	
Banks District Volunteer Fire Department	Thu	10/6/2022	7:00 PM	
City Council of Buckhannon	Thu	10/6/2022	7:00 PM	
Selbyville VFD	Thu	10/6/2022	7:00 PM	
Washington District VFD	Sun	10/9/2022	6:00 PM	
Upshur County Family Resource Network	Mon	10/10/2022	12:00 PM	
Buckhannon-Upshur Airport Authority	Mon	10/10/2022	4:00 PM	
Upshur County Solid Waste Authority	Mon	10/10/2022	4:30 PM	
Buckhannon-Upshur Recreational Park Advisory Board	Mon	10/10/2022	5:30 PM	
Upshur County Senior Center Board	Tue	10/11/2022	12:00 PM	
Hodgesville PSD	Tue	10/11/2022	4:00 PM	
Elkins Road PSD	Tue	10/11/2022	5:00 PM	
Warren District VFD	Tue	10/11/2022	7:00 PM	
Adrian VFD	Tue	10/11/2022	7:30 PM	
Buckhannon-Upshur Chamber of Commerce	Wed	10/12/2022	12:00 PM	
Upshur County Convention and Visitors Bureau	Wed	10/12/2022	3:00 PM	
Tennerton PSD	Wed	10/12/2022	3:00 PM	
Buckhannon River Watershed Association	Wed	10/12/2022	6:00 PM	
Ellamore VFD	Wed	10/12/2022	7:00 PM	
Upshur County Development Authority-Full Board	Thu	10/13/2022	7:00 AM	
Upshur County Safe Sites & Structures Enforcement Board	Thu	10/13/2022	3:00 PM	
Buckhannon VFD	Thu	10/13/2022	7:30 PM	
Upshur County Fire Board, Inc. @Adrian VFD	Tue	10/18/2022	6:30 PM	
Upshur County Public Library Board	Wed	10/19/2022	4:00 PM	
Upshur County Farmland Protection Board	Thu	10/20/2022	6:00 PM	
Upshur County Youth Camp Board	Thu	10/20/2022	6:30 PM	
Wes-Mon-Ty Resource Conservation & Development Council	Fri	10/21/2022	10:00 AM	
UC Enhanced Emergency Telephone Advisory Board	Tue	10/25/2022	3:00 PM	
Upshur County Fire Fighters Association	Wed	10/26/2022	7:00 PM	
Lewis-Upshur Community Corrections Board-Upshur County	Man	11/14/2022		
Location	Mon	11/14/2022	6:00 PM	
-				

# For Your Information:

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

3. No Appointments Needed or Upcoming.

\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or

<u>trperry@upshurcounty.org</u>. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\*

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda\_and\_minutes/index.php

### Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Next Regular Meeting of the Upshur County Commission October 20, 2022 --- 9:00 a.m. Upshur County Courthouse Annex

There will be a Special Meeting on October 17, 2022 beginning at 9:00 a.m. in the Upshur County Courthouse Election Room, followed by a Recess, and reconvening at 1 p.m. at the Upshur County Administrative Annex.



# HOW WE SERVE UPSHUR COUNTY



Region VII Planning and Development Council (Region VII) is one of 11 planning and development councils in West Virginia. We serve as a development district to more effectively utilize funding resources and maximize our communities' chances of attracting funds from federal, state, and local organizations to foster community and economic development and intergovernmental cooperation throughout the state.

We work closely with each community to identify and target funding opportunities that align with their strategic goals. This ensures that each client receives the proper guidance throughout the entire project development process and is well-positioned to compete for funding opportunities. Our team of highly trained professionals, including two Project Managers, a Project Coordinator, a GIS Project Specialist, and a Grant Writer, are there every step of the way to ensure you and your team are well-positioned to compete for and receive federal and state funding awards for your projects.



# WHO WE REALLY ARE

WE ARE PASSIONATE ABOUT WHAT WE DO

The main priority of Region VII has been the development of infrastructure, including the completion of Corridor H, broadband deployment, and the improvements and extensions of water and sewer services in our seven-county region—Barbour, Braxton, Gilmer, Lewis, Randolph, Tucker, and Upshur counties.

But that's not all we do. In addition, we focus on the expansion and improvement of employment opportunities, industry, housing, health care, education, recreation, and community development. Region VII currently manages and is developing over 120 projects valued at \$431 million for our local partners and governments. For more than 50 years, we successfully managed and administered federal and state-funded projects for our seven-county region. Our specialty is assisting local jurisdictions too small to maintain staff for grant writing, project development, and project management.



# WHAT WE DO

Broadband Planning
Environmental Reviews
Funding Searches
Geographic Information Systems (GIS) Services*
Grant and Loan Application Preparation
Grant Writing
Hazard Mitigation Planning
Intergovernmental Review
Procurement
Project Development
Project Management and Administration
Strategic Planning - CEDS
Technical Assistance

\* We offer member discounts on ESRI-specific software and online services.

REGION VII PDC | PO BOX 849, 21 EAST MAIN STREET, SUITE 102 | BUCKHANNON, WV 26201 | REGIONVII.COM



Appalachian Regional Commission (ARC) CARES Act / American Rescue Plan Act (ARP Funding) Claude Worthington Benedum Foundation Congressionally Directed Spending Requests Help America Vote Act Grant National Endowment for the Arts (NEA) U.S. Department of Agriculture (USDA) > Rural Development Programs

- U.S. Department of Commerce
- > Economic Development Administration (EDA)
- U.S. Department of Homeland Security
- Federal Emergency Management Agency (FEMA)
- U.S. Department of Housing and Urban Development (HUD)
- Community Planning and Development
- U.S. Department of Interior
- National Park Service (NPS)

**OUR IMPACT BY** 

**ILLION** 

4.50

- U.S. Department of Justice (DOJ)
- U.S. Environmental Protection Agency (EPA)
- W.V. Bureau for Public Health (BPH)
- Drinking Water Treatment Revolving Fund (DWTRF)
- W.V. Courthouse Facilities Improvement Authority
- W.V. Court Security Fund
- W.V. Department of Environmental Protection (DEP)
- Abandoned Mine Lands and Reclamation (AML)
- Clean Water State Revolving Fund (SRF)
   W.V. Department of Transportation (DOT)
- W.V. Division of Highways (DOH)
- Industrial Access Road Grant Program
- › Recreational Trails Program
- > Transportation Alternatives Program
- W.V. Economic Development Authority (EDA)
- W.V. Infrastructure Jobs and Development Council (IJDC)
- W.V. Office of Economic Development
- Community Advancement and Development (CAD)
- > Community Development Block Grant (CDBG) Program
- > Land and Water Conservation Fund (LWCF) Program
- W.V. Water Development Authority (WDA)

# UPSHUR COUNTY PROJECT HIGHLIGHTS

Over the last 20 years, Region VII has helped secure \$59 million in federal and state funding for Upshur County projects. These projects have provided new and improved water, sewer, and broadband service to over 4,500 households and created and/or retained over 345 jobs. Below is a list of agencies and organizations Region VII PDC has served and continues to serve:

#### Adrian Public Service District

multiple water extension projects

#### **City of Buckhannon**

 various projects, including GIS mapping and sewer system improvements

#### Elkins Road Public Service District

 multiple water system improvements and extensions

#### and extensions Hodgesville Public Service District

 multiple water system improvements and extensions

#### Stockert Youth Center

- facility renovations and upgrades
- **Tennerton Public Service District**
- > sewer system extensions

#### **Upshur County Commission**

 various projects, including courthouse security improvements

#### Upshur County Development Authority

 industrial park improvements, broadband deployment, and construction of the Innovation Center



Shane Whitehair, Executive Director Office: 304.472.6564 / Mobile: 304.613.1386 Email: swhitehair@regionvii.com Web: regionvii.com

REGION VII PDC | PO BOX 849, 21 EAST MAIN STREET, SUITE 102 | BUCKHANNON, WV 26201 | REGIONVII.COM

# 

state funding

households

with new and

jobs created

and retained

improved service

secured



# **PROPOSAL FOR FINANCING**

DATE: October 13, 2022

Country Roads Leasing, LLC is pleased to present the following tax-exempt lease-purchase financing to the **Upshur County Commission** for the acquisition of:

One (1) 2022 Chevy Tahoe

Acquisition Cost: <u>\$37,608.00</u> TERM: <u>4 Years</u> PAYMENT MODE: ✓ Annual ✓ Advance INTEREST RATE: <u>4.80 %</u> PAYMENT: <u>\$10,375.56</u>

The above quotation is subject to credit review, approval and execution of mutually acceptable documentation, including legal counsel's opinion that the purchase is legal, binding and qualified as a tax-exempt debt, if necessary. All additional costs relating to the completion and recordation of this transaction are included in the above quoted payment.

This quotation does not obligate COUNTRY ROADS LEASING, LLC or any of its funding sources, until all requirements and obligations have been met. In order to process this quote on a timely basis, three (3) years audited financial statements; current budget and a completed lease application must be submitted. No funding will be released until compliance. The above quoted rate is valid for a period of twenty (20) days from the day hereof, thereafter said rate may be subject to change.

QUOTED BY:

<u>Jeffrey W. Small</u> Jeffrey Smell ACCEPTED BY:

Signature

Title

\*\*Costs related to the completion and recordation of this transaction are subject to a minimum three percent (3%) service fee that is rolled into the lease proceeds.

Country Roads Leasing, LLC. PO Box 217, Bridgeport, WV 26330 Phone: 304.842.2288 - Email: [smell@countryroadsleasing.com - www.countryroadsleasing.com



#### **RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the members of the Upshur County Commission ("Lessee") have determined that a true and very real need exists for the equipment (the "Equipment") described in the Master Equipment Lease-Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. <u>BEST INTERESTS OF LESSEE</u>. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

<u>Section 2.</u> <u>AUTHORIZATION</u>. The Agreement is hereby approved. The President of Lessee and other officers of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The President or County Clerk of the Lessee and any other officers of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

<u>Section 3.</u> <u>EXECUTION OF DOCUMENTS</u>. The proper officer(s) of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATION. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

Dated

WEST VIRGINIA	<b>MOTOR VEHICLE</b>
	AGREEMENT

Date: 10/10/22				••	PURC	HAS	EAGR	ĚEM	ENT	- <b></b>
Buyer Name and Address (Including County and Zip Co	Address nd Zip Code)		Seller Na		· · ·					
UPSHUR COUNTY COMMISSION 91 WEST MAIN ST BUCKHANNON, WV 26201 UPSHUR Email: Phone: (304)472-0535 Cell:	Ema Phor Cell:	ne:			30B ROBIN 155 Robinso riadelphia Salespers Deal Num	n Dr ₩V 2605	AN LONG		C	·
THIS BUYER'S ORDER IS NEW DEFOR THE FOLLOWING				NESS	TO BE DEL	VERED -	14 <u>1</u> + 14	10/10/2	2	
Year Make	Model	Type	Trim		olor		leage		Stock #	
2023 CHEVROLET	TAHOE	4WD 4DR COMME	JET BLACK	SUMM				· · · ·	35607A	
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to home solicitation sale	s.			-	· · · · · ·		1			17
If this box is checked, the following "A	S IS" disclaimer ap	plies to the vehicle.						· ·	· · ·	18
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LAW FORM NO. LAWWY-B019\_e (Rev, 7/19) 0 2019 The Revnolds and Revnolds Company

Buyer Initials ...... 

Page 1 of 3

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM CONSULT YOUR OWN LEGAL COUNSE.

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# SALES ORDER

500 D Street South Charleston, WV 25303	Date	October 5		
(304) 744-7440 • Fax (304) 744-7450	Sales	Representative	Krisher	
Deliver To:	Invoice To:			
Customer #		UC06		
Customer Name Upshur County 911		Upshur County C	ommission	
Address 181 Paliottine Drive		91 W Main Stree		
Durth				
Buckhannon WV 2620		Buckhannon		26201
Dontact         Doyle Cutright           Phone #         304-439-1401		Cindy Hughes		
imail drcutright@upshurcounty.org		304-472-0535 55-6000406 PC	<u>.                                    </u>	
dicungin@dpsharcodiny.org		<u>55-6000406</u> _PC	J#	
				Т
	CARD #		EXP	
C LEASE TYPE FMV DLL Lease	PAYMENT \$	1,556.88 #c	OF PAYMENTS	s <u> </u>
BUYOUT/UPGRADE EXISTS		EPOSIT		
QTY Product Code DESCRIPTIC	DN	UNIT PRICE	<u> </u>	FFICE USE
1 FS539 Finisher				
1 PK524 Punch Kit				
1 PC216 Paper Cabinet				
1 FK514 Fax Kit				
1 C450i multi function color capable dev	vice			
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structionsPayments	TAXES		<u> </u>	
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stomer acknowledges that the maintenance agreement has beer	n introduced and fully ex	plained.Accepted M.		
the event the agreement has been accepted by customer, a sep	arate agreement with s	Declined M.	A. 🗍	signed by cust
				agned by cus(
ccepted By	Title		Date	
• • • • • • • • • • • • • • • • • • • •				



# **MAINTENANCE AGREEMENT**

500 D Street		Date	October	5, 2022
South Charleston, W (304) 744-7440 • Fax		Sales	Representative	Tammy Krisher
Deliver To:		Invoice To:	·	
Customer #		Customer #	UC06	
Customer Name Upsh	ur County 911		Upshur County	Commission
	Pallottine Drive	Address	91 W Main Stre	
		—	Suite 101	- · · · · · · · · · · · · · · · · · · ·
Buck	hannon WV 262	01	Buckhannon	WV 26201
	Cutright	Contact	Cindy Hughes	
	39-1401	Phone #	304-472-0535	
Email <u>drcut</u> i	right@upshurcounty.org	Tax Exempt #	55-6000406	PO#
Type of □ PL (Pa Contract	rts/Labor) 🗸	PLS (Parts/Labor/Drums/Su	pplies)	Rental     Other
Billing: Start Dat	e/ /	🗌 Annual	🗌 Individua	
End Date	) / /	☑ Other	36 🗌 Combo	# Machines
Base Allo	wance B/W Zero	Base Rate \$ Zero	a)	lus applicable tax)
	owance Color Zero	Base Rate \$ Zero		lus applicable tax)
Billing	Cycle (Base):	ly 🗌 Quarterly	🗌 Semi-Annual	🗌 Annual
	ige/Per Copy Rate B/W \$ Cycle (Overages):		/Per Copy Rate C	Color \$ 0.0280
Model	Serial #	Meter	ID#	Location
C450i				911 Center
FS539 - Finisher				
PK524- Punch Kit				
PC516 - Paper Cabin				
FK514 - Fax Kit	a statut a factor pro a factor film and a statut and a statut	and the second		
Special Instructions:				
Accepted By		Print Name		Date
Approved By	Customer Signature (The above signed has read and underslands t	he terms and conditions of this contract)		Date

# **FISCAL FUNDING ADDENDUM**

	Full Legal Name Upshur County Commission		_ DBA Name (II Any)	· · · · · · · · · · · · · · · · · · ·	
MER	Billing Address 91 W Main Street				Phone Number
CUSTO	city Buckhannon	County Upshur	State	WV	Zip Code 26201
~	Agreement Number	anaganan a mananan yanganan miyo di miy	_ Agreement Date		9 mm 1 mm

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shalf (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

(a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.

(c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Customer has complied with such public bidding regultements as may be applicable to the Agreement,

(e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.

(f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIG-NATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW,

	THORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTIFY)
	 , and the second sec
->-	
	Date

Lease Agreement

#### De Lage Landen Financial Services, Inc.

Send Email Invoice To: Cindy Hughes cmhughes@upshurcounty.org

	Full Legal Name		1					Tax ID No				ine Number	
ESSEE	Upsbur County Commission Billing Address City							<u>55-60004</u> State	106 Zip			04) 472-0: ention to:	535
E I	91 W Main Street Buckhannon							WV	•		26	201	r i i i i i i i i i i i i i i i i i i i
_	Equipment Location (						(	County					Requisition Number
	911 Center 181 Pallottine Dr Buckhannon WV 26201						Unshur						
E E	Make Model Number Serial Number Quantity D						cription (Attach S	Separate Sc	hedule A If Nec	essary)			
IMdi	Konica Minolta C450i		C450i		1								
EQ													
z	Number of Lease Payments Lease Payment Plus Applicable Taxes				Term of Lease In Months		ent Frequency: Lease Option:	□ Month □PFMV	thy ⊡Qua ⊡\$1		ther Annual		
PAYMENT Information	3	\$1,556.88		Plus Applicable Taxes			36						ther option is selected.
PAYN				Plus Applicable Ta		_	Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed Plus Applicable Taxes
Z				maintenance/service/suppl	les [check on	e]	·····		таулын				This Appreable Taxes
	Sales tax Exempt 🗭 Please provide valid certificate						\$0.00	+		+		=	

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lesse"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs and all enterm of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing, it you are not in default, we will return the deposit by you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of \$% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

the payment or \$10.00, whichever is greater. Such amount shall be payablé in addition to farry and at amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WANKE OR CHANGE ANY LEASE TERM OR PROVISION. 2. Term: This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any taler date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoked by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign or fund this Lease by any large us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease pay-ment, the number of days in that period, and a month of 30 days. Your obligations are absolute, uncon-ditional, and are not subject to cancelation, reduction, setoff or counterclaim. **3.** Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment is of your and as \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you gnant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Linform Commercial Code ("UCC") financing statements on the Equipment. **4.** Equipment lise, Maintenance and Warnanies: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLED, INCLLIDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPCE. We transfer to you any manufacturer warnates. You agree that any our cost keep the Equipment information and to pay for all supplies and repairs. The Lease Payments set torth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding without limitation, such Provider's financid

with coverages and anounts acceptation to us. 7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax fillings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after

b.0.00 + + + = = the commencement bate arising out of your acts or omissions. This Indemnity will continue even after the termination of this Lease. **8. Default and Remeties:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obigation under the Lease on you fail to pay a Lease payment or any other amount when due; b) you breach any other obigation under the Lease on your other accounts is the effort. If you are in default on the Lease we may. (I) declare the entire balance of unpad Lease payments for the full Lease term immediately due and payhetic bus; (ii) even for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value of the date of default at 1% per annum, plus reasonable collection and legal costs; (ii) charge you interest on all monies due of the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies charge (i) your obligations. You remain liable for any deckarge of the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies charge (i) your obligations. You remain liable for any deckarge of the sequences and () require that you immediately return the Equipment to us or we may peaceably reposess it, Any return or repossession will not be considered a termination or cancelation of the Lease. Return, Purchase Option, and Renewat You will give us at least 60 days but not days notice will constitute reasonable notice. You are also required by the vise given is an ounced on with any constitute reasonable atomes/s fees. **9. End of Lease. Return**, Purchase Option, and Renewat You will give us at least 60 days but not more than 120 days written notice (to our address below before the equipation if the initial esse term (or any renewat the adquired by us up our there the target and the sequence it astructure as provided herein, the sequence it astr

1	- 1	You agree that this is a non-cancelable lease.	The Equipment i	s: 🖉 New 🗆 Used / Not New		De Lage Landen Financial Services, Inc.	
LESSEE		Signature	DOB	Date		Lease Processing Center, 1111 Old Eagle Scho PHONE: (800) 735-3273 • FAX: (800) 776-23	ol Road, Wayne, PA 19087 <b>29</b>
I ESS	<b>ENA</b>			I ESS	Commencement Date Lease NL		
	2	Legal Name of Corporation Upshur County Commission		· · · · · · · · · · · · · · · · · · ·		Accepted By:	
The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.       Print Name       Title         Signature       Date       Print Name       Title							
19	Ă	Signature	Dat	9	Print	Name Title	
F						ot required to proceed against the Lessee or the Equipment	
Ι.		ceeding against me. I wave notice of acceptar	nce and all other i	notices or demands of any kind to	which I r	nav be entitled. I consent to any extensions or modification	n rranted to the Lessee and the release 1 o
	5	may be enforced by or for the benefit of any as	ssiance of succe	sor of the Lessor. <b>This quaranty</b> i	is doven	ry obligations. This is a continuing guaranty and will remain and by and constituted in accordance with the laws of the	Commonwealth of P8 and Leaseant C
may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I cons to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT A AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.							NTOR'S ACKNOWLEDGEMENT AND 15
		Signature		Name of Guarantor			Date
Ľ	_					BOODD ALL DUCKE DUCKED	

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To: Upshur County 911 (0077781)		DATE: October 5, 2022	
		EQUIPMENT MODEL:	See Below
Buckhannon, WV 26201		EQUIPMENT SERIAL NO.:	See Below
ATTENTION: Greg Harris (304)472-6717/ (304)613-1801		EMAIL: gharris@upshurcounty.org	
IN RESPONSE	TO YOUR INQUIRY: 2023-2025 Service Agreement		

Cleveland Brothers is pleased to quote the following PM Service Contract for the unit listed above:

#### Annual Maintenance Service PM Level 2 shall consist of the following:

- Replacement of Engine Oil and Oil Filters
- Replacement of Fuel Filters
- Legal Removal and Disposal of Waste Oil and Used Filters
- Lubrication of Grease Points: Fan Drive, Generator Bearing and Governor Linkage
- Inspection of Air Cleaner Element(s) and Restriction Indicator
- Laboratory Analysis of Fuel, Oil and Coolant Samples
- Coolant Level Check
- On-site measurement of Glycol and SCA Concentration
- Load Test and Specific Gravity Test of Starting Batteries (Lead Acid)
- Cleaning of Battery Terminals / Application of Corrosion Inhibitor (Lead Acid)
- Measurement of Battery Voltage During Cranking
- Measurement of Alternator Output in Volts DC
- Check Battery Charger Operation
- Check of Jacket Water Heater Operation
- Test Operation of Generator Starting Controls
- Test Operation of Engine / Generator Protection and Alarm Systems
- Visual Inspection of Engine / Generator Set Components
- Measurement of AC Voltage and Frequency. Adjust as needed
- Check of Remote Annunciator operation (if applicable)
- Visual Inspection of Automatic Transfer Switches. Lube and clean (if applicable)
- Inspection of Fuel Day Tank System (if applicable)
- No-Load Operation Test of Engine

Semi-Annual Service Level 1 shall consist of the items listed above, with the exception of the items listed below:

• Replacement of Oil and Laboratory Analysis of Coolant Samples

#### Presented By:

Brian Smith – Product Support Rep. Email: bsmith@clevelandbrothers.com



CAT D100/ D4B02003 2023 - Annual PM Level 2: 2023 - Semi-Annual Level 1:	
Onan/ A110184159 2023 - Annual PM Level 2: 2023 – Semi-Annual Level 1:	- \$765.00 - \$630.00
Total 2023 agreement:	- \$2,790.00
CAT D100/ D4B02003 2024 - Annual PM Level 2: 2024 – Semi-Annual Level 1:	
Onan/ A110184159 2024 - Annual PM Level 2: 2024 - Semi-Annual Level 1:	
Total 2024 agreement:	- \$2,874.00
CAT D100/ D4B02003 2025 - Annual PM Level 2: 2025 – Semi-Annual Level 1:	
Onan/ A110184159 2025 - Annual PM Level 2: 2025 - Semi-Annual Level 1:	•
Total 2025 agreement:	- \$2,958.00

\* Quote to reflect both units having service completed on same day.

**Termination:** Customer has the right to terminate this agreement for any reason at any time. Account in good standing with services completed have been paid in full.

**Presented By:** 

Brian Smith – Product Support Rep. Email: <u>bsmith@clevelandbrothers.com</u>

(Phone): 724-861-7185 or (Cell): 724- 672-8714 P a g e 2 | 4



All work to be done Monday thru Friday, during normal business hours 8:00am to 3:30pm Day of work to be agreed upon by both parties If acceptable, please Sign, provide Purchase Order Number and return Quote to Cleveland Brothers. Taxes are not included and will be added at time of invoicing unless, tax exempt Quote is valid for thirty (30) days from above date

Signature of Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Order Number (If available): \_\_\_\_

\*Please note: Due to supply delays most orders will experience longer than normal lead-times. Please know we will do everything to get orders out as soon as possible.

PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products, Work & Fuel Surcharge shall be Cleveland Brothers' price in effect at the date of delivery. PRICING VALIDITY: 30 DAYS

**Presented By:** 

Brian Smith - Product Support Rep. Email: <u>bsmith@clevelandbrothers.com</u>

(Phone): 724-861-7185 or (Cell): 724- 672-8714



#### POWER SYSTEMS TERMS AND CONDITIONS

If new and remanufactured engines (hereinafter referred to as New Engines) are being quoted on this Quotation/Offer to Sell, or if Okrekand Brothers Equipment Co., inc. ("Cleveland Brothers") is quoting the performance of maintenance, reparts or other work (hereinafter referred to as Work) on Customer's machines, tractors, trucks or other property (hereinafter referred to as Equipment) and the Work to be performed requires the installation of a New Engine of Caterplikin (c. (Caterplian), such New Engines of Caterplikin reformed requires the following warranty that is given SOLELY BY CATERPILLAR;

Caterpillar warrants New Engines (other than those products listed below) sold by it to be free from defects in material and workmanship subject to certain express User Responsibilities and the following provision: During the first tweive months after purchase by the user, Caterpillar will provide new, remanufactured or repainde parts, whichever Caterpillar elocits, in pieco 4 any parts, which are found upon its inspection to be defective in material or workmanship. Such parts will be provided without charge to the user at a piece of business of a Caterpillar dealer or other establishment authorized by Caterpillar, Caterpillar will provide reasonable and customary labor needed to corract the defect, including labor to disconnect the product from and reconnact the product is a tatched explorent mounting and support systems; and will provide reasonable invel expresses for authorized mechanics when Caterpillar ectors or parts manufactured by or for Caterpillar or products sold for use in personals in products in parts and any highway whiches, machines or parts manufactured by or for Caterpillar or products sold for use in personals, tarning household applications, Such products are covered by other Caterpillar varianties.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE. Remedies under this warranty are expressly initiated to the provision of parts as specified above and any claims for loss arising out of the failure of the parts or exchange components to perform for any period of time, or other economic or moral loss, or dired, immediate, special, indirect or consequential damage are expressly excluded. See CATERPILLAR WARRANTY, which is incorporated herein by reference.

The term "Caterpillar" as used herein means Caterpiltar Industrial, Caterpiltar Inc. or one of its subsidiaries, whichever last sold the products.

Customer, by accepting this Quotation/Offer to Sell, acknowledges that customer has received, read, understands and accepts the Caterpillar Warranty reproduced immediately above, and any other Caterpillar Warranties which are applicable.

#### OTHER MANUFACTURER'S WARRANTY

OTHER MANUFACTURER'S WARRANTY If the New Engines or New Parts quoted herein are products of a MANUFACTURER OR ASSEMBLER OTHER THAN CATERPILLAR ("Manufacturer") they MAY be subject to certain express warranties of MANUFACTURER, Any MANUFACTURER'S product is subject to a warranty if any, SOLELY BY THE MANUFACTURER, CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL ACKNOMLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S WARRANTY (WARRANTY SUPPLICABLE TO THE MANUFACTURER'S VOITED HEREIN, USED PRODUCTS Kerning alber than New Eprings as defined above on ward offer the ManuFacture of the Manu

If engines other than New Engines, as defined above or parts other than New Parts (hereinafter referred to as Used Products), are being quoted on this Quotation/Offer to Sell, auch Used Products are sold on an AS-IS basis, without any warrantiv whatsower, except as may be expressly state/ on the face hereol.

CLEVELAND BROTHERS' WARRANTIES Cieveiand Brothers gives, in respect to the New Products of Cieveiand Brothers (i.e., exchange components or assemblies rebuilt by Cieveiand Brothers) sold, and Work performed, under the terms of this Quotailon/Offer to Sail – SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW - the following express warranties:

Cleveland Brothers warrants the labor involved in any Work performed under the terms of this sotation/Offer to Sell to be free from workmanship deficiency that will cause the Equipment to be defective

Quolation/Offer to Sell to be free from worknessenge sourcessenge and the such Work as follows: a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work

Time and material hourty Work is warranted for ninety (90) days from the date such work is completed; and
 Special terms expressly stated on the face hereof;

2) CLEVELAND BROTHERS warrants any new products rebuilt by CLEVELAND BROTHERS that are used in any work performed under the lems of this Guotalion/Offer is Sel – for one hundred eighth (180) days from the date such work is completed – to be froe from defects in materials and workmenship;

3) If any Work performed under the terms of this Quotation/Offer to Self fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defocitive parts or correct any deficiencies in workmanship is such defects in parts or deficiency in workmanship are verified by the inspection of an authorized Cleveland Brothers employee, Such replacement of parts or correction of deficiencies in workmanship will be indifieded as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

DISCLAIMER OF OTHER WARRANTIES THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE MIMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR YEAR 2000 COMPLIANCE.

DISCLAIMER OF TORT LABLITY Customer specifically understands and agrees that CLEVELAND BROTHERS, and CLEVELAND BROTHERS, officers, agreed and agrees that CLEVELAND BROTHERS, and CLEVELAND BROTHERS, other theory of lori lability – for any action or failure to act in respect to the manufacture, preparation for sale, sale, delivery or servicing (including the entrance or CLEVELAND BROTHERS) personnal on customer's property for delivery, service or for any other purpose) of the products quoted herein, or for any action or failure to act masped to the workmanning limoted in, or Products used in, any Work performed under the terms of this Custation/Offer to Sali. IT IS THE FARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ASSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY.

EXCLUSIVE REMEDY AND EXCLUSION OF CONSEQUENTIAL DAMAGES Customer specifically understands and agrees that customer's sole and exclusive remedy for breach of warranty, defedtive work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS' officers, agents or employees, if any, shall be as provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAINS FOR INJURY TO PERSONS (INCLUDING SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR NUIRY TO PERSONS (INCLUDING DEATH RESULTING THERERFOM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE TO HIM.

CUSTOMER'S RESPONSIBILITIES 1) Customer will all times operate and maintain the Equipment and Engine in accordance with the instructions cullined in the Maintonance and Operation Instruction Book furnished at time of purchase.

2) Any damage to the Equipment or Engine that results from Customer's continued operation of the Equipment or Engine after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued operation of the Equipment after a defect has been recognized by Customer.

3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested Work to be performed

4) Customer shall make payment for all Products purchased and/or all Work performed under this Cuckation/Offer to Sell in accordance with the credit and payment policies of Gaveland Brothers that are in effect at the time the Products are sold or the Work is performed.

Customer grants Cleveland Brothers the right to operate any Equipment Worked on for purposes of testing or inspecting said Equipment at Cleveland Brothers' location or at Customer's location.

#### OTHER TERMS AND CONDITIONS

OTHER TERMS AND CONDITIONS
T) OFFER AND ACCEPTANCE: This Quostaion/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order or Quostomer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sel is an offer by Cleveland Brothers to Customer, by accepting this Quotation/Offer to Sell accepting the Products or Eversion Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted horein also constitutes an unqualitied acceptance of this offer notwithstanding terms and conditions in sald order or other document to the contrary. Under no circumstances situal any terms and conditions in sald order or other document to subsequent the final writem expression of generement between Cleveland Brothers covering the Statemer and Cleveland Brothers' employee while completing this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell become and Cleveland Brothers and superseding at previous communications, there while completing this Quotation/Offer to Sell become and Cleveland Brothers' employee while completing this Quotation/Offer to Sell. This right to correct function to induces, but is not limited to pusce tax, freight, insurance, fling fees, spelling, serial numbers, payment dates, etc. Such errors will be uniaterally corrected by Owner.

This Quotation/Offer to Sell may be modified only by a writing signed by a comporate officer of Cleveland Brothers, Reference herein to any order or other communication is only for the purpose of identifying the Productios of Work ordered.

2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in offect at the disk of delivery. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurage and other transportation charges or taxes included all switching, payling, drayage, demurage and other transportation charges or taxes incurred al destination. Customer shall pay, in addition to the sales price applicable at the time of defivery, all excise, privilege, occupational sales, use, personal property and other transce, whenever due, and in the event the same are paid by Cleveland Brothers. Customer will reimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers.

3) LATE PAYMENT AND/OR NON-PAYMENT BY CUSTOMER: In the event that the invoice applicable to the products and/or work described herein is not paid by customer by said involce's quot date, customer shall pay a service charge of up to 2% of the total invoice semount for each monit that said involce remains unpaid, in the event of non-payment by customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebidness, including adorneys fees and expenses, with indessid at the maximum rate adored by law from date of expenditure, shall be added to the principal amount of the indebidness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at jaw or in equity.

RISK OF LOSS: All risk of loss or damage to the Equipment shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment.

by Cleveland Brothers to a carrier for shipment.
5) LAWS GOVERNING - EXCLUSIVE VENUE - STATUTE OF LIMITATIONS - AND SEVERABLITY: This Quotalion/Offer to Sall shall be governed by and construed under the laws of the Commonwealth of Pennsylvania norhithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westmoreland County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of these United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of common Pleas of Westmoreland County, Pennsylvania and waives all rights to context the pirisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged torticus conduct or any claim whatsoever brought in law or equity must be filed withh one year from the date the cause of action accurde or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Westomeralend County, Pennsylvania, if any provision of this Quotalion/Offer to Sell shall for any reason be held invaid or unenforceable, such invalidity or unenforceability shall not affect any other provision hered for built by Customerformerability shall not affect any other provision hered havaid or unenforceable, such invalidity or unenforceability shall not affect any other provision hered hour built by Customerformerability of the such invalid or unenforceable provision hard never been contained herein.

6) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lan laws, the Customer grants a security interest in the equipment furnished hereunder util the agreed price has been right and the state of recossersion and other rights available to a secured party under the applicable laws. Customer will pay all custs of fing any financing, continuation, or terminator statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby inevocably appointed Customer's altomey in fact to do all acts and things which Cleveland Brothers is hereby inevocably appointed customer's altomey in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase money security linerest in the Product.

#### Customer: \_\_\_\_

**Presented By:** 

By:\_ Date:\_\_ Title:

Document Print Date 5/20/13, Document revision date 2/7/07

#### Brian Smith - Product Support Rep. Email: bsmith@clevelandbrothers.com

(Phone): 724-861-7185 or (Cell): 724- 672-8714

#### REQUEST FOR APPLICANTS

### FULL TIME POSITION – UPSHUR COUNTY PROSECUTING ATTORNEY'S OFFICE

The Upshur County Prosecuting Attorney is seeking a highly organized and energetic legal assistant for a full-time position, Monday through Friday, 8:00 a.m. to 4:00 p.m. Candidates will preferably have prior experience working in a law office or similar setting, the ability to manage large document productions, strong written and oral communication skills, and also have good people skills. Applicants must possess qualities of fairness, a strong work ethic, have the highest integrity, and must also agree to maintain the confidentiality of law enforcement and investigatory records and other confidential information. The position offers an excellent benefits package including health, life, dental and vision insurance. Individuals may obtain an application and full job description at the below address or online at

https://cms1files.revize.com/upshurwv/Application%202020.pdf. Interested applicants please reply by 4:00 p.m. on Friday, October 21, 2022 along with a resume and two references to:

Bryan S. Hinkle, Upshur County Prosecuting Attorney 38 W. Main Street, Room 202 Buckhannon, WV 26201

Please do not make phone inquiries about this position. Employment with Upshur County is available to all qualified applicants without regard to actual or perceived race, creed, color, national origin, sex, age or handicap. Upshur County has established a drug free and tobacco free work environment.

Publish in Record Delta 10/15, 10/19 MyBuckhannon 10/15 through 10/20 Administration Dr. Debra Harrison Interim Superintendent Ms. Melinda Stewart Interim Assistant Superintendent



Board of Education Dr. Tammy Samples, President Mrs. Jan Craig, Vice-President Mr. Patrick Long Mrs. Sherry Dean Mr. Roy Wager

Letter of Intent

To Whom It May Concern:

Please accept this letter as the intent of the Upshur County Commission on behalf of the Upshur County Sheriff's Department and the Upshur County Board of Education to continue the ongoing partnership to ensure a safer community to apply for the FY2023 Medical Cannabis Grant Program.

As a continuing partnership Upshur County and the Upshur County Board of Education would like to apply for funding for the expansion of the currently in place Prevention Resource Officer Program.

The primary point of contact is Mr. Matthew Sisk, Director of Safety for the Upshur Board of Education. Contact information: <u>matthew.sisk@k12.wv.us</u>, office phone 304-472-5480 x 1019.

Thank you,

Matthew Sisk Director of Safety & Emergency Preparedness Upshur County Board of Education

# WVUMedicine HEALTH NEWS

# For Immediate Release October 5, 2022

# ST. JOSEPH'S HOSPITAL AND THE ROTARY CLUB OF BUCKHANNON-UPSHUR TO HOLD BLOOD SCREENINGS OCTOBER 22<sup>ND</sup> AND 29<sup>TH</sup>

**BUCKHANNON, WV-** St. Joseph's Hospital and the Rotary Club of Buckhannon-Upshur will hold blood screenings by appointment only on Saturdays October 22<sup>nd</sup> and 29th. Basic blood profile tests will be offered at \$35, with additional testing for thyroid for \$5, hemoglobin A1C for \$15, colon cancer screening for \$5 and prostate testing for \$20. An additional test for the Hepatitis C antibody will be offered for \$20.

To register for an appointment, go online to https://RotaryBloodScreening.as.me/. In order to ensure everyone's safety, please stay in your car until your appointment time. You will be called into the hospital according to your appointment time, not your arrival time. In order to ensure everyone's safety, no walk-ins will be allowed and everyone must wear a mask.

#### -WVU MEDICINE-

Media Inquiries: Lisa Wharton, Vice President, Public Relations/Marketing/Foundation 304-473-2138 Lisa.Wharton1@wvumedicine.org





A message from the Director: CERT is a great way to help your family and friends in an emergency situation. Our volunteers are instrumental in assisting professional responders during planned events and unplanned disasters. We would not be able to provide this support without help from community members like you. On behalf of myself and Deputy Director Long, thank you for your interest in the Upshur County CERT program.

**Community Emergency** 

**Response Team (CERT)** 

Steve Wykoff

#### WHAT IS CERT?

The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.

### **CERT HISTORY**

The CERT concept was developed and implemented by the Los Angeles City Fire Department in 1985. The Whittier Narrows earthquake in 1987 underscored the area-wide threat of a major disaster in California. Further, it confirmed the need for training civilians to meet their immediate needs.

CERT became a national program in 1993. There are now CERT programs in all 50 states, including many tribal nations and U.S. territories. Each is unique to its community and all are essential to building a Culture of Preparedness in the United States. There are over 2,700 local CERT programs nationwide and more than 600,000 people have trained since CERT became a national program.

#### HOW CAN I GET INVOLVED?

You can become involved in the Upshur Cunty CERT program by completing a CERT Basic Training class. The class last 16-20 hours and you will learn preparedness and response techniques to help yourself and your family, your neighbors, and your community during and after disaster situations.

If you aren't quite ready to take the class, there are several things you can do to ensure you and your family are prepared:

- Have a three-to-five-day supply of food, water, and medications ready for each family member and store in a bag that is easy to take with you in case you need to leave your house.
- Have an evacuation plan with a pre-designated meeting location and make sure everyone knows the plan.
- Have a portable weather radio, flashlights, and batteries ready in case of power outages.
- Designate out of area contacts family members can contact if they become separated.

For more information and tips about disaster preparedness, visit <u>www.ready.gov</u>

Upshur County DHSEM CERT Training Information: Web: www.upshurcounty.org Email: dhsem@upshurcounty.org Phone: (304) 472-4983 EMERGENCIES: DIAL 911

Meeting	Regular Monthly Meeting	Agenda	Start Time	5:00 PM	
Date	Tuesday, Seplember 6, 2	122	Place	P.S.D. Office	
wa 10	700000, 00ploinsoi 0, 2	····		133 Fallen Road, Bu	ckhannon
	alled to Order by Chairpers	on			5:00 PM
	Allegiance Introduce Board of Director	3			
Chair/Trea	asurer-Carey Wagner, Secr	elary-David Burr, I			
	Office Staff - Office Manage perator-David Wamsley	er, Carolyn Dougla	is; Billing Clerk	- Linzy Wilson;	
	e Current Customers				
Approval o	of Minutes - August 2, 2022				Vote
Treasurer	Report/Payment of Bills for	September/bal of	Aug. Involces		Vote
ITEMS FO	DR DISCUSSION				
ARPA Ag	reement W/County				Vote
ARPA Pro	ocurement				
	Waugh Tank Overflow				
	Fire Hydrant Replacemen System Leak Survey	τ			
	Ridgeview Lane Engineer	Study			
Phase III	Extension Project Update				Vote
	Involce payment approva				
	Progress Reports & Discu Change Orders	Ision			
	Project Underruns & Prop	rosed Use			
	Master Meter Backf Flow	- Done 8/31/22			
WVCoRP	Annual Meeting and Boa	rd Elections			Vote
	Approve attendees - 2	Thursday Danton	shou OʻQuud		
	Bridgeport Best Western, From 10:30 a.m. until 12:				
Jerry Wa					
	Waugh Tank Overflow Ca	atch Basin			
Corporat	e Bank Resolutions - Add Wendell R. Grose to all a	New Board Mem ccounts as a Chec	be <b>r</b> k Signer (2 Ba	nks)	Vote
Maintena	nce Report				
£	Leak Detection				
Personne					Vote
	Reviews				
Date & Ti	me of October 2022 Meet	ng - Tuesday, C	october 4, 202	2 @ 5:00 pm	
Adjournment Vot			Vote		
	vishing to address the Bo	ard that is not on	the agenda w	vill be addressed at 1	he end of the

Rough Draft Prepared by<sup>E</sup>Office Manager August 18, 2022 Prepared by Board Chair<sup>1</sup>and Office Manager August 31, 2022 Posled and Available to the Public on September 2, 2022

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# Buckhannon-Upshur Airport Authority Agenda

W22- Upshur Regional Airport Terminal Building, 644 Airport Road, Buckhannon, WV 26201 as well as Virtually via Telephony or ZOOM<sup>1</sup>

Monday, October 10, 2022 at 4:00 pm

Α. Call to order

- Recognized guests and public comment period Β. С.
  - Officer/Committee/Consultant Reports:
    - President's Report Tom O'Neill
    - Treasurer's Report Phil Loftis, Treasurer
    - Secretary's Report Brian Huffman, Secretary
    - Engineering Reports Chapman Technical
      - Discussion/Approval/Signature of FAA Airport Capital Improvement Plan and Data sheets for FY 23 0
      - Austin Carpenter will discuss the process of Architectural, Engineering & Planning Services selection 0 (see new business for committee need)
      - Airport Manager's Report-Jennifer Powers
    - **Operations** Jamie Wilt
      - New gate fobs are available, more to follow on Bluetooth capability
      - Fence spraying is underway 0
      - Audit Committee- Phil Loftis, Mike Ruffing, Virgil LaRosa
        - Bhm CPA Group, Inc. has been selected to provide audit and compliance services for FY 2022 0
- D. Consent Agenda:
  - Approval of Minutes
  - Approval of Treasurer's Report
  - Authorization for payment of the bills
  - Items Removed from the Consent Agenda for discussion and vote:
- F. Old Business:

Ε.

- Hangar space requests/applications/updates
  - Update on training budget request (Jay) 0
    - 0 Discussion/Possible Action on renewable power purchase agreement with Pickering Energy Solutions, LLC
- New Business: G.
  - Committee appointment needed for Architectural, Engineering, and Planning Services selection (may be a three member panel appointed by the President or the full membership of the governing body)
  - Appointment of Jennifer Powers as Disadvantaged Business Enterprise Liaison Officer
  - Approval for Tom O'Neill, President to sign WV DMTF General Revenue Grant Agreement (UPC00212023)
- **Board Member Comments and Announcements** H.
- Adjournment L.

Notice: This (and possible future meetings) are being held using a conference call and the electronic application 'Zoom'. Should you desire to attend this meeting electronically you will need to contact the Authority (treasurer@flyw22.com or 304-613-9321) at least one hour prior to the meeting to gain the necessary information to join the meeting. All meetings of the Authority are open to the public.

<sup>1</sup> Due to Covid-19 concerns and per WV Code 6-9A-2(5) "Meeting" means the convening of a governing body of a public agency for which a quorum is required in order to make a decision or to deliberate toward a decision on any matter which results in an official action. Meetings may be held by telephone conference or other electronic means.

#### Buckhannon-Upshur Chamber of Commerce Meeting Agenda October 12, 2022

Welcome

Minutes

**Financial Report** 

Old Business

New Business

- Looking for Holiday Lunch Sponsors
- 2023 Membership Applications
- Leadership Upshur
  - ➢ First session was held October 6<sup>th</sup>
- Upshur County "Wins"

Reports from Collaborative Organizations and Standing Committees:

West Virginia Strawberry Festival Upshur County Development Authority Southern Upshur Business Association (SUBA) Upshur County Convention and Visitor's Bureau (CVB) Create Buckhannon City of Buckhannon County Commission Mountain CAP of WV WVWC St. Joseph's Hospital Rotary Community Care

Guest Speaker- Randy Sanders, Finalization of the Proposed SYCC Multipurpose Building Plan Design, Use of Space & Budget

Announcements

Adjourn

#### To Participate in the meeting virtually,

Please join my meeting from your computer, tablet or smartphone: <u>https://meet.goto.com/645980285</u> You can also dial in using your phone: United States: <u>+1 (872) 240-3311</u> Access Code: 645-980-285

# Special Session of City Council of Buckhannon 1:00 P.M. in Council Chambers Meeting Agenda for Friday, October 21, 2022

#### A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America

#### B. Strategic Issues for Discussion and/or Vote

- B.1 Approval to Accept the Bid Opening Results: On-Call Skilled Labor and Equipment Contractual Services
- C. Mayor's Comments and Announcements

#### **D.** Adjournment

POSTED 10/04/2022

Adrian Public Service District
September 1, 2022
Monthly Board Meeting

By

Present from Adrian PSD: Paul Spencer, Kelly Arnold, Carolyn Douglas, Alicia Wright and Norma Woody.

All motions were unanimous unless otherwise noted.

The meeting was called to order at 3:00 pm by Chairman, Paul Spencer.

Minutes of the August 4<sup>th</sup> meeting were read. Paul made the motion to approve the minutes and Carolyn second.

Invoices were presented. A motion was made to pay by Kelly, second by Paul.

#### **Old Business**

• Phase VIII/Pickens update provided by Norma Woody. Bids opening occurred August 5, 2022 for Phase VIII project. Contract One received five bids, Contract Two received six bids, and Contract Three received one bid. Providing all funding aspects of the project are obtained, the project can be awarded in 90 days from date of opening.

#### **New Business**

None

#### Items for Discussion/Action/Approval

Norma Woody provided update on USDA grant/WDA funding for the Phase VIII project to supplement the bid . overrun, which was expected due to Covid price increases. USDA pledged additional grant funding, with the difference in process through WDA.

#### **Maintenance Report**

- Repaired mainline break at Route 20/Troy Brady residence.
- Installed five new services with four new taps waiting for installation. .
- Telemetry issues at Hinkleville Booster Station. CITCO coming to address issue.

#### **Office Report**

Bennett & Dobbins annual audit completed on August 30, 2022.

#### Adjournment

The meeting adjourned at 4:00 pm. Next regular meeting will be October 6, 2022 at 3:00 pm.

Board of Directors

Paul Spencer, Chairman

Carolyn Douglas, Vice Chairman

Yelly Annold, Sec., Treas.

#### Elkins Road Public Service District Board of Directors' Regular Meeting September 6, 2022

The regular monthly meeting of the Elkins Road Public Service District (ERPSD) Board of Directors was held on Monday, September 6, 2022.

Chair, Carey Wagner, called the meeting to order at 5:00 p.m. and led the group in the Pledge of Allegiance.

Members Present were: Chair-Carey Wagner, Secretary-David Burr and Board Member-Wendell Grose

Staff Present were: Office Manager-Carolyn Douglas; Billing Clerk-Linzy Wilson; System Operator-David Wamsley

Phone in participants: Greg Belcher, CTG

Unless otherwise stated all motions passed by vote 3-0.

Recognize that four (4) customers were present.

#### **APPROVAL OF MINUTES**

Minutes of August 2, 2021 Regular Monthly Meeting were presented for approval. Carey Wagner made a motion to approve the minutes. David Burr seconded. Motion carried

#### APPROVAL OF FINANCIAL REPORTS/BILLS TO DATE

Carey Wagner presented the Financial Report. Carey Wagner made a motion to approve the financial report and pay the bills to date. Seconded by David Burr. Motion carried

#### ARPA AGREEMENT W/COUNTY

Tabled until next meeting to give Board members time to read the whole thing before signing. David Burr made a motion to table this agreement. Carey Wagner seconded. Motion carried

#### ARPA PROCUREMENT

Tabled until next meeting by a motion made by David Burr. Carey Wagner seconded. Motion carried

#### PHASE III EXTENSION PROJECT

Cary Smith with Region VII presented Request # 26 in the amount of \$33,311.00 for IJDC and \$12,009.75 for CDBG for a total of \$45,320.75. David Burr made a motion to approve and make payments. Carey Wagner seconded. Motion carried

Elkins Road Public Service District Board of Directors' Regular Meeting September 6, 2022

#### Amendment to Owner-Engineer Agreement No. 7

An amendment to reimburse costs expended by Elkins Road PSD in the amount of \$6,811.78 to the engineer. Dave Burr made a motion to approve and sign the amendment. Wendell Grose seconded. Motion carried.

Greg presented the final pay request for Pro Contracting (#9) for approval and signature. Dave Burr made a motion to approve and sign, contingent on Cary Smith reviewing and approving. Wendell Grose seconded. Motion carried

Greg Belcher talked about the newly installed backflow preventer which was completed by Hull Contracting through Contract 1 Pro Contracting. It has been tested and test results sent to the City of Buckhannon.

#### WVCORP ANNUAL MEETING AND BOARD ELECTIONS

Dave Burr made a motion to approve Linzy and Carolyn attending this meeting on Thursday, September 22, 2022. Wendell Grose seconded. Motion carried

#### JERRY WAMSLEY

Wanted to ask about the possibility of replacing the Waugh Water Tank with a taller one that would eliminate pressure problems for Ridgeview Lane as well as a few others in that area. The Board explained that they are going to have an engineering study done and then evaluate the situation plus they just had the Waugh Tank completely refurbished. Jerry pointed out that a study had been done but the board said they do not have the paperwork for that since it was so long ago.

#### **CORPORATE BANK RESOLUTIONS - ADD NEW BOARD MEMBER**

Dave Burr made a motion to sign both bank resolutions to add Wendell R. Grose as a check signer and remove Larry J. Heater. Carey Wagner seconded. Motion carried

#### MAINTENANCE

Dave Wamsley gave the August Maintenance Report. Several leaks have been located and repaired plus some clean up at previously worked on areas. Board reminded Dave about starting to think about winterizing the system soon.

#### PERSONNEL

The Board has postponed the reviews and requested paperwork be filled out prior to next meeting.

#### Elkins Road Public Service District Board of Directors' Regular Meeting September 6, 2022

There being no further business, the meeting adjourned on motion made by David Burr and seconded by Carey Wagner. Meeting adjourned at 6:50 p.m.

The next meeting will be held on Tuesday, October 4, 2022 at 5:00 p.m.

Respectfully submitted:

ERPSD Board of Directors Secretary, David Burr//CD

Attachments: Agenda Sign In Sheet

Approved By:

Carey Wagner Board Chair/Treasurer

Carey Wagner

Secretary David Burr

Wendell Ľи

Board Member Wendell R. Grose

# ELKINS ROAD PSD REGULAR MONTHLY MEETING TUESDAY, SEPTEMBER 6, 2022

# Sign In Sheet

Name	Address	Phone
Carolyn Dugues	ERPSD	304-472-3008
Dave Wansley.	1)	· 11
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Dave Burr	17	304613 909
Carey Wagner	11	304-472-3005
Jerry WAMSLY	/1	304-439-4262
Wendard Home		304-472-3005 204-499-426- 307-678,809
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