

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston WV 26452
Phone:(304)269-8200
FAX: (304)269-2416
Email:lewiscountycommission@lewiscountywv.org
Website: lewiscountywv.org



COMMISSIONERS:
Bobby Stewart, President
Agnes Queen, Commissioner
Rod Wyman, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, JANUARY 30, 2024**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

- 1. 10:00 AM** **Call Meeting to Order** (*action required*)
- 2. 10:00 AM** **John Breen, Lewis County Assessor**
RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review two business days prior to the meeting date. (*action required*)

APPOINTMENTS

- 3. 10:05 AM** **Hope Inc. Proclamation for Stalking Awareness**
Hope Inc. Proclamation for Human Trafficking

CORRESPONDENCE

- 4. Upshur County Commission Meeting Agenda:** The January 25, 2024 Upshur County Commission meeting minutes are presented for review. (*information only*)
- 5. Jane Lew Public Service District:** The January 11, 2024 Jane Lew Public Service District agenda and minutes are presented for review. (*information only*)
- 6. WV State Auditor Distribution of Public Utilities Tax and IRP Taxes:** The Auditor's Office has remitted the November 14, 2023 – December 14, 2023 distribution of Public Utilities and IRP Truck Taxes in the amount of \$17,474.47. The general county portion is \$5,676.62, the total county portion for the previous term was \$24,736.29. The general county portion for this time period last year was \$15,140.71. (*information only*)
- 7. Coal Bed Methane Severance Tax:** Lewis County received the Coal Bed Methane Severance Tax in the amount of \$12,446.68. The previous amount received was in October 2023 in the amount of \$14,591.79.
- 8. Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: Leadership Lewis, Weston Rotary, Lewis County First, Lewis/Upshur Animal Shelter, National Association of Counties Rural Action Caucus, County Commission Association of WV Legislative Conference, etc.

BUSINESS

9. **Memorandum of Understanding:** Lewis County Commission will be asked to approve the Memorandum of Understanding between the Commission and the Lewis County Board of Education Election on the Primary Election May 14, 2024. *(action required)*
10. **Lewis County Emergency Operations Plan:** The Lewis County Emergency Operations Plan is presented for consideration. *(action required)*
11. **Lewis County Senior Center AmeriCorps Seniors Request:** The Senior Companion Program is federally funded with a local match in the amount of \$250.00. The Commission will consider contributing \$250.00 for the local match for the program. *(action required)*
12. **Potesta Revised Proposal:** Potesta & Associates, Inc. submits a revised proposal for engineering services for a feasibility study to extend sanitary sewer service to additional customers in Lewis County along Corridor H. The cost to revise the previous feasibility study is \$500.00.*(action required)*
13. **County Fire Protection Funding:** Lewis County received \$32,908.17 for the "County Fire Protection Fund". The Commission will consider the distribution of the funds. *(action required)*
14. **Lewis County Safe Sites and Structures:** The Safe Sites and Structures Committee reviewed information provided on 96 Broad Run Road, Jane Lew. The property score rating by the committee is 103. A Citation will be drafted and the property presented at the Commission meeting on 1-30-2024 for approval. *(action required)*
15. **USEPA Brownsfield Grant #95304901:** The Commission will consider approval of the CEC field Sampling Plan Limited Phase II Environmental Site Assessment for the Quinn Drive Property of Lewis County *(action required)*
16. **Cummins Sales and Service Contract:** The Commission will consider approval of the Cummins Sales and Service contract for the generator for the new E-911 Center previously approved for purchase at the Commission meeting held on January 18, 2024. *(action required)*
17. **Memorandum of Understanding for Regional Task Force:** The Commission will consider a memorandum of understanding with Randolph, Tucker, Upshur and Barbour Counties that are all part of a task force dedicated to optimizing the funds available to the political subdivisions from the Opioid Foundation. *(action required)*
18. **Time Sheets, Leave Requests:** No Leave Requests Submitted *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

19. **Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
20. **Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
21. **Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

22. Expenses for the Current Period Presented for Consideration of Payment: Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

ADJOURNMENT:

23. With no further action being required by the Lewis County Commission the meeting will be adjourned. *(action required)*

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- Agenda Items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two(2) commissioners are in attendance.

Additional Notices

February 6, 2024 Lewis County Commission Meeting Canceled due to out-of-town conference



National Stalking Awareness Month Proclamation January 2024

WHEREAS, under the laws of all fifty states, the U.S. Territories, the District of Columbia, and federal government, stalking is a crime; and

WHEREAS, 6-7.5 million people were stalked in a one-year period in the United States, and the majority of victims are stalked by someone they know; and

WHEREAS, laws and public policies must be continually adapted to keep up with new tactics used by stalkers; and

WHEREAS, communities can better combat stalking by adopting multidisciplinary responses by teams of local agencies and organizations and by providing more and better victim services; and

WHEREAS, Centers Against Violence is joining forces with victim service providers, criminal justice officials, and concerned citizens throughout Lewis County and the United States to observe National Stalking Awareness Month;

NOW, THEREFORE, The Lewis County Commission hereby proclaims the month of January 2024 as National Stalking Awareness Month in Lewis County and applaud the efforts of many victim service providers, police officers, prosecutors, national and community organizations, and private sector supporters for their efforts on promoting awareness about stalking. Given under our hands this 30th day of January 2024.

Bobby Stewart
President

Rod Wyman
Commissioner

Agnes Queen
Commissioner



Human Trafficking Awareness and Prevention Month Proclamation January, 2024

WHEREAS, human trafficking is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of forced labor or sexual servitude; and

WHEREAS, human trafficking is a 32 billion dollar a year global criminal enterprise and is a crime as well as a civil and human rights violation; and

WHEREAS, the United States government estimates that 600,000 to 800,000 individuals are trafficked across international borders each year and exploited through forced labor and forced commercial sexual activity; and

WHEREAS, Human Trafficking Awareness Month is observed in January in places across the country in order to educate the public and raise awareness about human trafficking; and

NOW, THEREFORE, The Lewis County Commission hereby proclaims the month of January 2024 as human Trafficking Awareness Month in Lewis County and urge the residents of Lewis County to learn and recognize the signs of Human trafficking to support the efforts and take action to end this form of modern-day slavery. Given under our hands this 30th day of January, 2024.

Bobby Stewart
President

Rod Wyman
Commissioner

Agnes Queen
Commissioner

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: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: 272 564 045 to enter the conference call.
- Date of Meeting: January 25, 2024
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• January 18, 2024
- 9:15 a.m. Open review and potential award of contract for the Locust and Chancery Street property demolition project.
- 9:30 a.m. Sandra Marfield, Sexual Assault Advocate with the Centers Against Violence – Presentation of Human Trafficking and Stalking Prevention Month Proclamation – January 2024. [Pages 4-5](#)
- 10:30 a.m. Consider and/or Approve resignation of the Personal Representative, Beverly A. Waugaman, of the Estate of Kirk Doris Cutright. Upon approval of resignation, consider the request by legal heirs Beverly A. Waugaman and Nicky Smith to appoint the Sheriff of Upshur County as the Administrator De Bonis Non for the Estate of Kirk Doris Cutright. *

Items for Discussion / Action / Approval:

1. Correspondence from Kimbra Wachob, Assistant Director for the Upshur County Emergency Communications Center, requesting approval to hire Trevor Phillips as full-time Emergency Telecommunicator, effective February 5, 2024, pending background check. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
2. 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)

1. Removal of Purple Martin Drive from the road name index due to the minimum number of residential structures not being met. [Under separate cover](#)
2. Upshur County Sheriff's Financial Statement for period ending December 31, 2023. [Pages 6-7](#)
3. Upshur County Mileage Reports – December, 2023. [Page 8](#)
 - Addressing and Mapping

- Dog Pound Page 9
 - Emergency Management Page 10
 - Maintenance Pages 11-13
 - Parks & Recreation Page 14
 - Sheriff Page 15
 - Upshur 911 Page 16
4. Lewis-Upshur Animal Control Facility Reports for the month of December, 2023.
- Revenue Report Page 17
 - Account of Animals Report Page 18
 - Animal Control/Humane Officer Animal Report Page 19
5. West Virginia State Treasurer's Office Reports:
- a. 4th Quarter 2023 Volunteer Fire Department State Distribution --- January 2024 Page 20
 - b. 25% Coal Severance Tax Distribution for period October 1, 2023 – December 31, 2023 Page 21
6. Upshur County Development Authority Financial Statements and Independent Auditor's Report for the fiscal year ended June 30, 2023. [Under separate cover](#)
7. Public Notices:
- a) Newsletters and/or Event Notifications:
 - None
 - b) Agendas and/or Notice of Meetings:

• Upshur County Fire Board	January 23, 2024	Page 22
• Elkins Road Public Service District	February 6, 2024	Page 23
 - c) Meeting Minutes:
 - None

***Dates and times of monthly board meetings are viewable at:**
<http://cms4.revize.com/revize/upshurwv/calendar.php>
 or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.
8. Appointments Needed or Upcoming:
- None
9. Board of Review & Equalization Meeting Schedule
- *Meetings will be held at the Upshur County Administrative Annex unless otherwise noted**
- 02/01/2024 1:00 p.m. – 3:00 p.m. No appointments ---Review Property Books
 - 02/06/2024 1:00 p.m. – 3:00 p.m.
 - 02/08/2024 10:00 a.m. – 12:00 p.m.
 - 02/13/2024 1:00 p.m. – 3:00 p.m. Coal, Oil & Gas and Industrial Appointments
 - 02/16/2024 9:00 a.m. – 11:00 a.m. Adjourn Sine Die

****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 chughes@upshurcounty.org. 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)

Tabled November 30, 2023 - Consider executing a Memorandum of Understanding for Regional Task Force dedicated to optimizing funds available to political subdivisions from the WV First Foundation created as a result of the State opioid litigation and settlements. Upon entering this agreement, parties agree to cooperate and provide information and documentation to Ascension Recovery Services (Ascension). Financial contribution by the parties of this MOU for the services provided by "Ascension" is voluntary, not mandatory. [Page 24-25](#)

Next Regular Meeting of the Upshur County Commission
February 1, 2024 --- 9:00 a.m.
Upshur County Courthouse Annex

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Minutes of Regular Meeting January 11, 2024

Present: Brad Foster (Chairman); Oscar Mills (Board); Nancy E. Gee, (Secretary); Stephanie Snow-McKisic, General Manager
Guests: Ray Smith
Absent:

- I. **Call to Order** The meeting was called to order at 4:01 pm by Chairman Foster.
- II. **Guest Ray Smith, Executive Director of LCEDA** presented an update on the request to obtain funding to perform a study on the possibility of expanding sewer service to the businesses on the other side of I-79. A legal advertisement requesting statements of Qualifications from interested engineering firms will run in the Weston Democrat on January 10th and 17th. Information must be sent to Ray Smith and received by 4:00pm on January 26, 2024.

~ ANNUAL ORGANIZATIONAL BUSINESS ~

III. **Election of Officers:**

MOTION: (Mills/Foster) - in conformity with Article XI, Section 2 of the Board's Rules of Procedure, to rotate the office of Chairman to Nancy Gee for calendar year 2024, effective immediately. **[Carried Unanimously]**

MOTION: (Gee/Foster) - to elect Oscar Mills to the office of Board Secretary for calendar year 2024. **[Carried Unanimously]**

IV. **Rules of Procedure:**

MOTION: (Gee/Mills) to ratify the existing Rules of Procedure as adopted on 12/14/04 and amended 05/12/16. **[Carried Unanimously]**

Assignments

- *General Manager to see that annual 2024 Meeting Schedule and Office Closures is posted on the door of the office of the PSD and at the Lewis County Courthouse.*

~ ROUTINE MONTHLY BUSINESS ~

V. Minutes: (12/14/2023)

MOTION: (Foster/Mills) to approve attached Minutes of 12/14/2023 regular meeting. **[Carried Unanimously]**

VI. General Manager's December Reports (Snow-McKisic)

A. WATER:

1. Bills (Attached)

MOTION: (Gee/Foster) to ratify payment of attached list of water invoices for December 2023. **[Carried Unanimously]**

2. Treasury Report (Attached)

MOTION: (Mills/Gee) to approve attached Water Treasury Report for December 2023. **[Carried Unanimously]**

3. Water Adjustments Report (Attached)

MOTION: (Gee/Foster) to approve attached Water Adjustments Report for December 2023. **[Carried Unanimously]**

4. Water Purchase, Sales & Loss Report (Attached)

MOTION: (Mills/Gee) to approve attached Water Purchase, Sales & Loss Report for December 2023. **[Carried Unanimously]**

5. Water Preventive Maintenance Report -

a) Lines – **walked lines looking for leaks.**

b) Loss Prevention/leak detection – **water loss 7%**

c) Fire + Flushing Hydrants [57 + 25] **Nothing. Flushing completed for the season.**

d) Valves [148] – **Exercised 1 full cycle**

e) Meters [705] – **Nothing**

f) Booster Stations [3] – **checked heaters**

g) Tanks [2] – **Nothing**

h) Office Furnace + A/C – **nothing needed**

i) Vehicles [½ 2019 Truck, ½ crane truck, + ½ Buggy] – **nothing**

j) Generators [1 big port + 2 small] – **Exercised monthly while reading meters**

k) Expensive Equipment [Mower] – **nothing**

l) Critical Inventory – **good**

m) Other – **nothing**

6. Water System Water Leak Detection Report (*finding & repairing actual leaks*) **2in main break on Stretch Run Rd. Doss had contractors working at his residence and they hit our line. The contractors dug out the line and fixed the leak with our parts, while we observed the entire repair. New meter installed.**

7. Water System Repairs Report (*fixing unplanned breakdowns*) – **nothing**

8. Cross-Connections/Backflow Report – **ongoing**

9. New Non-Project Water Taps/Road bores. **nothing**

10. Other – **nothing**

B. WASTEWATER:

1. Wastewater Bills (Attached)

MOTION: (Gee/Foster) to ratify payment of list of Sewer invoices for December 2023. **[Carried Unanimously]**

2. Wastewater Treasury Report (Attached)

MOTION: (Mills/Foster) to approve Sewer Treasury Report for December 2023. **[Carried Unanimously]**

3. Wastewater Adjustments Report (Attached)

MOTION: (Gee/Foster) to approve Sewer Adjustments Report for December 2023. **[Carried Unanimously]**

4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -

MOTION: (Mills/Gee) to approve Sewer Treatment Purchase, Sales & Loss Report for December 2023. **[Carried Unanimously]**

5. Wastewater Preventive Maintenance Report (attached)

- a) Lines– **Flushed sewer lines at Mike Garton’s**
- b) I&I Prevention – **Rainfall 3.2**
- c) Manholes [643] – **Nothing**
- d) Duplex + ABS Grinder Pumps [5 + 2] – **amped and enzymed every Friday**
- e) Lift Stations [10] – **Amped & enzymed every Friday. Checked lights changed charts, and record meter readings/Record run times/Trim and mow during grow season.**
- f) Bar Screen [1] – **cleaned every week**
- g) Vehicles – [$\frac{1}{2}$ '19 Ford Truck, $\frac{1}{2}$ crane truck & $\frac{1}{2}$ Buggy] – **Washed truck and buggy**
- h) Generators [3stat. + 2 port.] – **Stationary generators were exercised weekly on 12/4, 12/11, 12/18, and 12/25.**
- i) Classroom Furnace & A/C – **nothing**
- j) Expensive Equipment [mower] – **nothing**
- k) Critical Inventory **nothing**
- l) Other- **nothing**

6. Wastewater Repairs Report (fixing unplanned breakdowns)

- a. **Martin’s E-1 pump had to be pulled and replaced.**
- b. **Station 1, pump 1, pulled and cleaned out rags. Stephanie went and spoke with the new owners of Crestview Nursing Home and Good Hope Animal Hospital about the clogged pump. Both administrators agreed to speak with their employees and advise them to only flush toilet paper; no paper towels, no feminine hygiene products, no body wipes, etc.... 12/27/23.**
- c. **Precision Pump replaced the stand pipes at Station 3 and tightened up the flange the next day at the top of the 90. IT was leaking a little bit.**

7. New Non-Project Sewer Taps/Road Bores – **nothing**

8. Other – **nothing**

VII. PSD policies and Job Descriptions (Snow-McKisic): **nothing**

VIII. Personnel Matters (Snow-McKisic)- **nothing**

IX. Announcements: (Snow-McKisic) –

- a. **Stephanie and Boone attended Cyber Security Training in Fairmont on 1-10-24.**
- b. **Sharing an article about the results of the PSC’s mandatory statewide fire hydrant investigation.**

X. Correspondence: (Snow-McKisic) –

- a. **Email from Jim Kelsh (Bowles and Rice) -12/21/23-PSC Ruling General Order No. 183.11-rate increase granted. (attached)**
- b. **Email from Workforce WV -Threshold Wage Increase 12/11/23. (attached)**
- c. **Email from CITCO Water-12/21/23-Notice of Compromised Email. (attached)**

~~ OLD BUSINESS ~~

- XI. **MOTION: 2024 Holiday and Meeting Schedule (attached) (Foster/Gee)** to adopt the proposed schedule, time and location (attached) of regular JLPSD meetings and JLPSD office closures for year 2024. **[Carried Unanimously]**

~~ NEW BUSINESS ~~

- XII. **Late Received Agenda Items** (Snow-McKisic) - none
- XIII. **Adjournment:** The meeting was adjourned by Chairman (Foster) at 5:12 p.m.

Brad Foster, Chairman

Nancy Gee, Secretary

Attachments:

- Dec '23 Bills Paid (Water/Wastewater)
- Dec '23 Treasury Reports (Water/Wastewater)
- Dec '23 Adjustments Reports (Water/Wastewater)
- Dec '23 Water/Wastewater Treatment Purchase, Sales & Loss Reports

E-Copies of Unapproved Minutes Sent to:

- James V. Kelsh, PSD Attorney (Bowles Rice)
- Commission
- Ray Smith
- Board Members

JANE LEW PUBLIC SERVICE DISTRICT
SCHEDULE OF MEETINGS FOR 2024

Meeting Place: Jane Lew PSD Office, 70 Park Avenue

Meeting Hour: 4 p.m.

Meeting Dates:

Thursday, January 11, 2024
Thursday, February 08, 2024
Thursday, March 14, 2024
Thursday, April 11, 2024
Thursday, May 9, 2024
Thursday, June 13, 2024
Thursday, July 11, 2024
Thursday, August 8, 2024
Thursday, September 12, 2024
Thursday, October 10, 2024
Thursday, November 14, 2024
Thursday, December 12, 2024
Thursday, January 9, 2025

2024

SCHEDULED PSD OFFICE CLOSURES

(Closed Daily for Lunch from 12:30 p.m. – 1 p.m.)

New Years Day..... January 1 (Monday)
Martin Luther King Day January 15 (Monday)
Presidents' Day February 19 (Monday)
Good FridayMarch 29 (Friday)
Primary ElectionMay 14 (Tuesday)
Memorial DayMay 27 (Monday)
JuneteenthJune 19 (Wednesday)
WV Day June 20 (Thursday)
Independence DayJuly 04 (Thursday)
Labor Day..... September 02 (Monday)
Columbus Day..... October 14 (Monday)
Election Day..... November 05 (Tuesday)
Veterans DayNovember 11 (Monday)
Thanksgiving.....November 28 & 29 (Thur. & Fri.)
Christmas December 25 (Wednesday)
New Year's Day 2025 (Observed) January 01 (Wednesday)



State of West Virginia

Office of the State Auditor
County Collections Division
State Capitol, Building 1, Suite W-118
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

John B. McCuskey
State Auditor and
Commissioner of Delinquent
and Nonentered Lands

Toll Free: (888) 509-6568
www.wvsao.gov

December 21, 2023

Honorable David B. Gosa
Sheriff & Treasurer
Lewis County
110 Center Ave
Weston, WV 26452

Dear Sheriff & Treasurer:

You will be receiving a check in the amount of \$17,474.47 in the next few days from the State Auditor's Office representing the Public Utilities Tax and IRP Trucks Ad Valorem Fees collected by this office for the period of 11/28/2023 to 11/28/2023.

Please keep the following breakdown for your records:

	Public Utilities Tax	IRP Trucks Fee	Total
2023 County Current Expense	2.69	5,673.93	5,676.62
2023 School Current	3.64	7,697.51	7,701.15
2023 School Excess Levy	1.94	4,094.76	4,096.70
Totals	\$8.27	17,466.20	\$17,474.47

Any bond money collected is being forwarded to the Municipal Bond Commission for credit.

If this office can be of future assistance, please contact Russell Rollyson at (304) 558-2251, Extension 2183.

Sincerely,

John B. McCuskey
State Auditor

JBM/pu

1/10/24
809999

From: Tina Helmick
Sent: Thursday, January 18, 2024 9:53 AM
To: srogers lewiscountywv.org
Subject: FW: Coal Severance Tax

From: afarnsworth lewiscountywv.org <afarnsworth@lewiscountywv.org>
Sent: Wednesday, January 17, 2024 1:04 PM
To: Tina Helmick <thelmick@lewiscountywv.org>
Subject: Coal Severance Tax

Hi, I just wanted to let you know that we received the 25% Coal Severance Tax and it was for \$12,446.68. The last one that we received was in October 2023 and it was for \$14,591.79. Can you please put this information in one of the next agendas?
Thanks!

Amanda Farnsworth
Lewis County Assistant Chief Tax Deputy
110 Center Ave
Weston, WV 26452
Phone 304-269-8222
Fax 304-269-8698



AmeriCorps Seniors

January 8, 2024

Lewis County Commission
110 Center Avenue, 2nd Floor
Weston, WV 26452

Dear County Commissioners,

I am writing to you about the Senior Companion Program that has been a vital part of the Lewis County community for the last year. The Senior Companion Program is a volunteer program that helps keep people in their own homes that are at risk of losing their independence. Senior Companions provide 5-40 hours per week visiting older adults, most who live alone and would like to have someone share part of their day.

One of the hardest things to have to do as we face getting older is the thought of losing our independence because we can no longer take care of ourselves and our surroundings. The days can be long and lonely, especially for those who live alone. Studies show that loneliness can result in depression, anxiety and make certain conditions worse. Our children work or no longer live close and live busy lives. Our Senior Companion Volunteers can provide light housekeeping, transportation, meal preparation and most of all companionship.

The Senior Companion Volunteers are 55 years or older, meet federal income guidelines, pass a physical, be fingerprinted, and pass Federal and State background checks. These volunteers receive a stipend per hour for their volunteer service and mileage reimbursement. This stipend is tax free and does not affect any benefits that volunteers may receive.

In 2023, Lewis County had 4 senior companion volunteers that provided 3,038 hours of service. This volunteer service corresponds to \$11,473.70 in federal dollars that was put back into Lewis County.

While the Senior Companion Program is in part federally funded, there is a 10% non-federal match requirement. Please consider us for funding of \$250 to continue this important program to Lewis County and the elderly we serve.

Please feel free to contact me at (304) 699-3702 or your local coordinator, Michelle Row Williams at (304) 699-3725.

Thank you,

Becky Edwards
Senior Companion Program Director





January 25, 2024

Mr. Bobby Stewart, President
Lewis County Commission
110 Center Avenue
Weston, WV 26452

RE: Revised Proposal for Engineering Services
Corridor H Sewer Service Extension Feasibility Study
Lewis County, West Virginia
Project No. 0101-22-0077

Dear Mr. Stewart:

Potesta & Associates, Inc. (POTESTA) appreciates the opportunity to submit this revised proposal for engineering services for a feasibility study to extend sanitary sewer service to additional customers in Lewis County, WV.

It is our understanding that the Lewis County Commission (COMMISSION) desires to update the cost estimates that were prepared last year to evaluate the extension of sanitary sewer service along Corridor H from the end of the City of Weston Collection System, near Exit 99 of U.S. Interstate 79, to the Upshur County line, a length of approximately 4.3 miles.

SCOPE OF SERVICES

Our scope of services for this revised proposal is presented as follows:

Task 1 – Update Cost Estimate from Previous Feasibility Study

POTESTA will revisit each of the 18 original cost estimates prepared for the original feasibility study area and update unit costs for projected prices for 2025 construction.

These costs will include estimates for construction, engineering, administration, accounting, legal services, rights-of-way, bond council, permitting, and land acquisition, as needed. Each of the 18 different areas will be estimated as an individual stand-alone project.

Our estimated lump sum cost to prepare this updated cost is **\$500**.

Mr. Bobby Stewart
January 25, 2024
Page 2

CLOSING

POTESTA is ready to begin updating these cost estimates upon receipt of the authorization to proceed from the COMMISSION. We appreciate this opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

POTESTA & ASSOCIATES, INC.

Bob Bragg, P.E.
Senior Engineer

Accepted by:

_____ Date _____
Bobby Stewart, President
Lewis County Commission

TOTAL OF INVOICE(S): \$32,908.17

VENDOR CODE: 00000211994

DATE: 01/12/2024

CHECK DESCRIPTION	INVOICE NUMBER	NET AMOUNT
COUNTY FIRE PROTECTION	EMDCFP202421	\$32,908.17

Unless the VC code starts with MV, log on Vendor Self Service at www.wvoasis.gov. If you need additional payment detail, Please contact MELISSA OLIVER, 304-414-7639X0000.

Learn more about the launching of your new State-wide accounting system (wvoOASIS), visit us at www.wvoasis.gov

REMOVE DOCUMENT ALONG THIS PERFORATION

CTL# 39104690

THIS WARRANT HAS MULTIPLE SECURITY FEATURES TO DETERMINE FRAUD AND COUNTERFEITING
VOID UNLESS PRESENTED FOR PAYMENT WITHIN SIX MONTHS

State of West Virginia

STATE WARRANT # **1006873669**

01/12/2024

PAYEE LEWIS CO COMMISSION

*****\$32,908.17**

WEST VIRGINIA TREASURY

Ruby A. Spivey
STATE TREASURER

John B. McCaskey
STATE AUDITOR

⑈ 1006873669 ⑈ ⑆ 051902322⑆ 5270537822⑈

**FIELD SAMPLING PLAN (FSP)
LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT
USEPA BROWNFIELDS ASSESSMENT GRANT NO. 95304901**

**QUINN DRIVE PROPERTY
QUINN DRIVE
WESTON, LEWIS COUNTY, WEST VIRGINIA**

Prepared For:

LEWIS COUNTY COMMISSION

Prepared By:

**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
120 GENESIS BOULEVARD
BRIDGEPORT, WV**

CEC Project 328-161

January 17, 2024



Civil & Environmental Consultants, Inc.

SIGNATURE SHEET

Concurrence

Preparer/Author

Name: Brittany Hedrick Title: Project Manager Organization: CEC	Signature: <i>Britt Hedrick</i> Date: January 15, 2024
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Cooperative Agreement Recipient

Name: Agnes Queen Title: Commissioner Organization: Lewis County Commission	Signature: Date:
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Quality Assurance Officer

Name: Elizabeth Stas Title: Project QA Manager Organization: CEC	Signature: <i>Elizabeth A. Stas</i> Date: January 15, 2024
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EPA Region 3

Name: Anthony Geiger Title: Project Officer Organization: USEPA Region 3	Signature: Date:
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Approval

EPA Region 3

Name: Title: Applied Science and Quality Assurance Branch Delegated Approving Official Organization: USEPA Region 3	Signature: Date:
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REVISION HISTORY

This table shows changes to this controlled document over time. The most recent version is presented in the top row of the table. Previous versions of the document are maintained by Quality Manager.

Document Control Number	History/ Changes	Effective Date
328-161 Quinn Drive Phase II FSP	Original Document	

December 7, 2023

To

Prepared by

Alan Beasley

ln412@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 120/208, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 208/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) Alternator Heater, 120 Volt AC Aluminum Sound Attenuated Winter Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Battery Rack Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Analog Meters - AC Output Stop Switch - Emergency Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 200A - 600A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B)-None Circuit Breaker or Terminal Box (Position C)-None Bottom Entry, Right Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Test Record - Strip Chart Test Record - Safety Shutdowns Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain DC Powered Lights Inside Enclosure Enclosure - Heater, Internal Panel, Distribution Green Sound Level 2 Intake Baffle - Ship Loose	1
2	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
3	Annunciator-panel mount with enclosure (RS485)	1
4	Enclosure Kit-Sound Level 2 Duct	1
5	12VDC Engine Starting Battery - 810CCA	1

Item	Description	Qty
6	Service - start up & testing	1
7	2 hour loadbank at start up	1
8	Teknic Remote E-stop Kit	1
9	Training	1
10	BTPCC, Bypass Transfer Switch-Power Command: 400A BTPC400, Transfer Switch-Bypass, PowerCommand, 400 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Transfer Mode - Delayed Transition Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Level 2 Transfer Switch Control Display - Digital Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only Packing - Wooden Crate	1
11	BTPCB, Bypass Transfer Switch-Power Command: 225A BTPC225, Transfer Switch-Bypass, PowerCommand, 225 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Transfer Mode - Delayed Transition Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Level 2 Transfer Switch Control Display - Digital Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only Packing - Wooden Crate	1
12	100A Non Automatic Transfer Switch with Quick Connect 120/208V 100A 4 Pole Basic Rotary Wall Mount – FEMALE CAMS FOR LOAD BANKING. Basic Wall Mount Rotary Quick Connect Panel (SER/Non SER), Angled Cam-Loks, Padlockable and Tamper Resistant While In Use, 65 kA Plated Copper Buss, Phase Rotation Monitor, 3RX Powder Coated Aluminum with Front Access Plate	2

TOTAL: \$ 107,025.00

Quote value does not include any tax.

NOTES:

No specification on manual transfer switches with loadbank connection. Cummins is quoting PowerTemp rotary (manual operation) wall mount switches with CamLock quick connections. If other is needed, please call for pricing.

If factory witness testing is needed, please add \$1,500/day. Meals, lodging, and travel by others.

Bypass Isolation Automatic Transfer switches quoted as 4 pole (switched neutral). If 3 pole (solid neutral) is needed, please deduct \$3,000.

Infrared scanning by others.

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.



Thank you for choosing Cummins.

Submitted by:

Alan Beasley
ln412@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins,

becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and

Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks

for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or

**MEMORANDUM OF UNDERSTANDING
FOR REGIONAL TASK FORCE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the following political subdivisions, namely Randolph County, Tucker County, Upshur County, Lewis County and Barbour County, referred to as Parties.

RECITALS

WHEREAS, the Parties are members of the Regional Task Force which is dedicated to optimizing the funds available to the political subdivisions from the Opioid Foundation created as a result of the State opioid litigation and settlements; and

WHEREAS, the Parties agree that it is effective to be prepared to use these settlement funds when available with a proposal in the form of a White Paper prepared by a professional group that would set forth what has been identified as the Parties top priorities; and

WHEREAS, Ascension Recovery Services (“Ascension”) is a professional group which has made a proposal to create a White Paper that tests the feasibility of accomplishing our goals to establish a five-county treatment facility and to provide highly accessible services to affected children (See attached); and

WHEREAS, for Ascension to complete this White Paper, the Parties will need to cooperate and provide information to Ascension to complete this work as requested.

NOW THEREFORE in consideration of the foregoing recital and mutual covenants contained herein, it is mutually agreed as follows:

1. The Parties agree to cooperate and provide information and documentation to Ascension for their work and services in the completion of the White Paper.
2. Each Party shall designate a representative who will be the contact person for Ascension during the process of collecting the information and documentation.
3. Ascension has provided a fee schedule with their proposal. The contribution to the payment of their fees is voluntary, not mandatory. No Party to this MOU is obligated to pay the fees by signing this MOU. However, any payment would be accepted.

IN WITNESS WHEREOF, this MOU is made and entered into by the Parties who have signed below as of the date indicated.

Signature _____
On behalf of the Randolph County Commission

Print _____

Title _____

Signature _____
On behalf of the City of Elkins

Print _____

Title _____

Signature _____
On behalf of Tucker County

Print _____

Title _____

Signature _____
On behalf of the City of Parsons

Print _____

Title _____

Signature _____
On behalf of Upshur County

Print _____
Title _____

Signature _____
On behalf of the City Buckhannon

Print _____
Title _____

Signature _____
On behalf of Lewis County

Print _____
Title _____

Signature _____
On behalf of the City of Weston

Print _____
Title _____

Signature _____
On behalf of Barbour County

Print _____

Title _____

Signature _____
On behalf of the City of Belington

Print _____

Title _____