

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

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
AMENDED MEETING AGENDA
TUESDAY, December 19, 2023**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. **10:00 AM** **Call Meeting to Order** (*action required*)
2. **10:05 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. **10:10 AM** **Steve Byers, Jackson's Mill Fire Department: Discussion of All County Fire Protection Funding**

CORRESPONDENCE & INFORMATION:

4. **Upshur County Commission Meeting Agenda:** The December 14, 2023 Upshur County Commission meeting agenda is presented for review. (*information only*)
5. **Lewis County Sheriff's Financial Statement:** Lewis County Sheriff, David Gosa, presents the November, 2023 Sheriff's Monthly Financial Statement for review. (*information only*)
6. **Lewis County Sheriff's Mileage Report:** The Lewis County Sheriff's Mileage Report for the month of November 2023 is presented for review. (*information only*)
7. **Board(s) and Committee(s) Reports:** Commission will give reports on any Board(s) or committee(s) meetings attended including: National Association of Counties, Lewis County Economic Development Authority, Fire Board, Safe Sites and Structures, Broadband Council, Courthouse Facilities Meeting, Fire Association Meeting, etc. (*information only*)

BUSINESS:

- 8. Lewis County Ambulance Authority Board Member Appointment:** The Lewis County Ambulance Authority requests the Lewis County Commission reappoint James Sherrell to the Board. If approved the term will expire December 31, 2026 *(action required)*
- 9. Consideration of Cancellation of meetings scheduled for January 23, 2024 and February 6, 2024 due to out-of-town meetings:** The Commission will consider cancellation of two meetings due to out-of-town conferences and meetings. *(action required)*
- 10. List of Delinquent or Unprogressed Estates:** The Lewis County Clerk, Cynthia Rowan will present a list of delinquent or unprogressed estates as per WV Code §44-219a for the Lewis County Commission approval. *(action required)*
- 11. Consideration of Approval of Letter to WV State Tax Department Mineral and Industry Division:** Per WV Code §11-3-24, the Lewis County Commission directs the Lewis County Assessor and WV State Tax Department Mineral and Industry Division to work on the Lewis County property tax books until February 22, 2024 to correct all errors in name, description and valuation of property to comply with the provisions set forth in the referenced WV Code. The Commission will be requested to approve this letter. *(action required)*
- 12. Consideration of Estimate for Law Enforcement Cruiser:** The Commission will consider an estimate from Jenkins Ford for a Law Enforcement Cruiser. This vehicle is 2023 Ford Explorer Police Interceptor in the amount of \$45,955.00. *(action required)*
- 13. All County Fire Protection Funding:** Lewis County received funding in the amount of \$28,336.10 for the All-County Fire Protection Funding. The Commission will consider distribution to all six Fire Departments. This item was tabled during the December 12, 2023 meeting in order to gain additional information. *(action required)*
- 14. Kohler Model KG150 Gas Generator System:** The Commission will consider quotes for a generator for the new E-911 Center from Cummins Sales and Service in the amount of \$107,025.00, Scott Electric / Palco Power Systems in the amount of \$100,750.00, Crites Electric in the amount of \$50,138.28. This generator system is for the new E-911 Center. *(action required)*
- 15. Casto Technical Services:** Commission will consider the repair quote from Casto Technical Services for the Mitsubishi VRF Condensing Unit in the amount of \$11,690.00 *(action required)*
- 16. Time Sheets and Leave Requests:** No Leave Requests

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

- 17. 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)*
- 18. 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)*
- 19. 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*)

20. 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:

21. 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 up to 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

December 26, 2023

Lewis County Commission Meeting

Canceled Due to the Holiday

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: December 14, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• November 30, 2023
- 9:15 a.m. Bid opening and potential award – two new Sports Utility Vehicles for the Lewis Upshur Community Corrections Offices. *
- 9:30 a.m. Robin Keough on behalf of Luv4Animals – Discuss adopting more specific animal welfare ordinances within Upshur County.

Items for Discussion / Action / Approval:

1. Approval of 2024 Board of Review & Equalization schedule. * Page 5
2. Approval and signature of correspondence to the Upshur County Assessor and Property Tax Division of the State Tax Department, giving authorization to correct valuations for real property, personal property, and/or mineral property. Any adjustments made after January 25, 2024, must be forwarded to the Commission sitting as the Board of Review and Equalization. * Page 6
3. Approval of Board of Review & Equalization (BORE) Publication Notice; the County Commission will sit as the Board of Review and Equalization beginning at 1:00 p.m. on the 1st day of February, 2024, and shall continue until the work is complete but will adjourn no later than the close of business on the 16th day of February, 2024. * Page 7
4. Approval and signature accepting a WV Emergency Management Performance Grant (EMPG) Award for expenditures incurred during the calendar year 2021 in the amount of \$34,521. * Page 8
5. Approval and signature of the Funding Assistance Contract Agreement, Special Conditions and Assurances and the Funding Recipient Check-Off List for the 21st Cycle of the West Virginia Courthouse Facilities Improvement Authority Funding Award Notice in the amount of \$70,280.00. This funding will be used to rehabilitate the stairwell in the rear of the Courthouse. The funding period will commence January 1, 2024 and end December 31, 2024. * Pages 9-20
6. Consideration and signature of lease agreement by and between the Upshur County Commission, the James W. Curry Advisory Board, and the Trustees of the Brooks Hill Community Building. The term of the lease shall be for a period of one year, commencing December 15, 2023 and continuing through December 14, 2024 unless renewed. * Pages 21-23

7. Review suggested revisions to the Upshur County Floodplain Ordinance, previously adopted on January 16, 2020. Upon consideration, set dates for public hearings. * [Under separate cover](#)
8. Approval for Tabatha Perry, County Administrator, to sign Application for Pennsylvania – Out of State Dealers 2024 – Kennel License for the Lewis-Upshur Animal Control Facility. * [Under separate cover](#)
9. Approval of Lewis-Upshur Animal Control Facility volunteer:
 - a) Jennifer Roller *
 - b) Angela Wratchford *[Under separate cover](#)
10. Consider the appointment of Burton L. Abel, O.D., to the Upshur County Building Commission, effective immediately. Upon approval, his term will expire on November 10, 2028. * [Page 24](#)
11. Correspondence from the Tri-County Child Exchange & Visitation Advisory Board requesting the employment of Katherine Meeker as Program Coordinator, working no more than 19 hours per week, pending background check results. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
12. Correspondence from Cheyenne Troxell, Director of the 26th Judicial Circuit Community Corrections Program, requesting the transfer of Allison Harmon from part-time to full-time Case Aide. This transfer will be effective January 2, 2024. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
13. Approval of advertisement for the Upshur County Civil Service Testing of Deputy Sheriffs. This testing will be part of the criteria used to establish an eligibility list for appointment to entry-level positions as Deputy Sheriff. Applications will be accepted until the close of business on Tuesday, January 16, 2024. *
[Pages 25-26](#)
14. 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. Reminder -- The Upshur County Courthouse and Annex will be closing to the public at 12 p.m. on Thursday, December 21, 2023.
2. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoice for Upshur County for November, 2023. The invoice reflects 1,610 inmate days X \$43.58 per diem rate totaling \$70,163.80. The October 2023 invoice was \$80,056.46. [Page 27](#)
3. Correspondence from the Department of Homeland Security – Division of Administrative Services providing notice that Upshur County’s inmate billing rate may possibly change during December 2023. Upshur County is currently paying a Discounted Per Diem Rate of \$43.58 which may change to a Base Per Diem Rate of \$54.48 during December 2023 due to surpassing the county’s pro rata number of inmate days calculated at 9,907. [Page 28](#)
4. Upshur County Building & Floodplain Permits for the month of November, 2023. [Pages 29-30](#)

5. Elkins Road PSD Annual Independent Audit for July 1, 2022 through June 30, 2023. Available for review at 91 W Main Street. [Under separate cover](#)
6. Lewis-Upshur Animal Control Facility Reports for the month of November, 2023.
- Revenue Report Page 31
 - Account of Animals Report Page 32
 - Animal Control/Humane Officer Animal Report Page 33
7. Upshur County E911 Communication Reports – October and November, 2023. [Under separate cover](#)
- Monthly Department Summary Report
 - Monthly Wrecker Report
 - YTD Wrecker Report
8. Public Notices:
- a) Newsletters and/or Event Notifications:
- Parish House Newsletter Page 34-35
- b) Agendas and/or Notice of Meetings:
- | | | |
|---|-------------------|---------|
| • Elkins Road Public Service District | December 5, 2023 | Page 36 |
| • City of Buckhannon Building Commission | December 7, 2023 | Page 37 |
| • City Council of Buckhannon | December 7, 2023 | Page 38 |
| • Buckhannon-Upshur Airport Authority | December 11, 2023 | Page 39 |
| • 26 th Judicial Circuit Community Corrections Program | December 11, 2023 | Page 40 |
| • Upshur County Convention & Visitors Bureau | December 13, 2023 | Page 41 |
| • Upshur County Safe Structures and Sites Enforcement Board | December 14, 2023 | Page 42 |
| • Upshur County Fire Board | December 19, 2023 | Page 43 |
- c) Meeting Minutes:
- | | | |
|---------------------------------------|------------------|-------------|
| • Elkins Road Public Service District | November 7, 2023 | Page 44-48 |
| • Hodgesville Public Service District | November 7, 2023 | Pages 49-51 |
- d) *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.
9. Appointments Needed or Upcoming:
- None

****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.

[Pages 52-53](#)

Next Regular Meeting of the Upshur County Commission
December 21, 2023 --- 9:00 a.m.
Upshur County Courthouse Annex
The meeting for Thursday, December 28, 2023 has been cancelled.

Lewis County Financial Statement
Month Ending- November 2023

Lewis County
12/07/2023 @ 03:23:28 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	6,822,262.19	\$451,860.80	\$127,863.89	\$741,179.79	6,660,807.09
Coal Severance	35,792.05	\$88.25	\$0.00	\$0.00	35,880.30
General School	64,019.38	\$4,832.07	\$0.00	\$0.00	68,851.45
Magistrate Court	2,020.60	\$1,478.06	\$0.00	\$100.00	3,398.66
Worthless Check	12,069.35	\$79.85	\$0.00	\$0.00	12,149.20
Dog and Kennel	25,656.54	\$956.47	\$0.00	\$24,389.59	2,223.42
Home Detention	47,534.44	\$7,081.45	\$0.00	\$69.11	54,546.78
Emergency 911 Fund	3,666,323.90	\$194,264.92	\$0.00	\$134,197.34	3,726,391.48
Lewis County Aquatic Fund	565,273.20	\$1,393.82	\$0.00	\$0.00	566,667.02
Citizens Education	25,261.79	\$4,240.23	\$0.00	\$2,840.15	26,661.87
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$1,295.15	\$0.00	\$1,295.15	0.00
Sheriff Special Account-State	37,036.41	\$1,272.33	\$0.00	\$4,663.66	33,645.08
County Building	503,422.76	\$1,225.44	\$0.00	\$0.00	504,648.20
Board of Health	733,764.49	\$123,454.60	\$0.00	\$105,279.20	751,939.89
Tax Lien	153,187.24	\$0.00	\$0.00	\$6,341.91	146,845.33
Delinquent Nonentered	31,335.40	\$0.00	\$0.00	\$0.00	31,335.40
Concealed Weapons	51,280.26	\$461.72	\$0.00	\$0.00	51,741.98
Assessor Valuation	243,957.21	\$3,615.93	\$0.00	\$24,468.63	223,104.51
Voters Resistration	5,044.47	\$0.00	\$0.00	\$0.00	5,044.47
State Current	0.00	\$14.23	\$1,097.00	\$1,111.23	0.00
Criminal Charges	0.00	\$768.77	\$0.00	\$768.77	0.00
Court Reporter	0.00	\$85.00	\$0.00	\$85.00	0.00
State Police	0.00	\$275.00	\$0.00	\$275.00	0.00
Vehicle License - DMV	0.00	\$23,361.34	\$0.00	\$23,361.34	0.00
State Fines	0.00	\$1,915.00	\$0.00	\$1,915.00	0.00
Jury Fund	0.00	\$9,214.72	\$0.00	\$9,214.72	0.00
WV Deputies Fund	401.50	\$423.50	\$0.00	\$397.00	428.00
General Current Expenses	0.00	\$7,738.94	\$172,200.85	\$179,939.79	0.00
Excess Levy	0.00	\$51,121.52	\$45,297.59	\$96,419.11	0.00
Weston Current	0.00	\$89.10	\$6,869.77	\$6,958.87	0.00
Jane Lew Current	0.00	\$8.87	\$683.86	\$692.73	0.00
County Clerk Election Administration	1,713.56	\$421.27	\$0.00	\$0.00	2,134.83
County Clerk Real Property E-Record	1,713.56	\$421.27	\$0.00	\$0.00	2,134.83
LC Blueprint Community	43,710.32	\$0.00	\$0.00	\$0.00	43,710.32
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$11,241.47	\$0.00	\$11,241.47	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
ARPA - PILT	\$132,145.66	\$325.84	\$0.00	\$0.00	\$132,471.50
American Rescue Plan	\$2,831,695.10	\$6,982.26	\$0.00	\$0.00	2,838,677.36
Certified to State	\$216,230.17	\$2,437.25	\$0.00	\$37,266.30	181,401.12
Opioid Settlement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
County Fire Protection	\$0.00	\$28,336.80	\$0.00	\$0.00	28,336.80
EMS Salary Enhancement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Totals	\$16,252,852.26	\$973,757.01	\$354,012.96	\$1,445,444.63	\$16,135,177.60

Balance in county depositories - End of Month	\$16,772,971.49	Bank Errors	
Less: Orders Outstanding	\$953,286.92	Bank Errors	
Add: Deposits in Transit	\$311,993.03		
Cash in Office at End of Month	\$3,500.00		
Misc. Adjustments (+ or-)			
Total in county Depositories and Office	\$16,135,177.60	Bank Errors	
		Total	
		True Balance	\$16,135,177.60

I, D. Cline, Sheriff of Lewis, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. B. Gortals
Sheriff & Treasurer,
County

Difference

Dated and sworn to on this date.

Amended

Lewis County Financial Statement
Month Ending- November 2023

Lewis County
12/08/2023 @ 09:32:27 AM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
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Criminal Charges	0.00	\$768.77	\$0.00	\$768.77	0.00
Court Reporter	0.00	\$85.00	\$0.00	\$85.00	0.00
State Police	0.00	\$275.00	\$0.00	\$275.00	0.00
Vehicle License - DMV	0.00	\$23,361.34	\$0.00	\$23,361.34	0.00
State Fines	0.00	\$1,915.00	\$0.00	\$1,915.00	0.00
Jury Fund	0.00	\$9,214.72	\$0.00	\$9,214.72	0.00
WV Deputies Fund	401.50	\$423.50	\$0.00	\$397.00	428.00
General Current Expenses	0.00	\$7,738.94	\$172,200.85	\$179,939.79	0.00
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E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
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Opioid Settlement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
County Fire Protection	\$0.00	\$28,336.80	\$0.00	\$0.00	28,336.80
EMS Salary Enhancement	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Totals	\$16,252,852.26	\$973,757.01	\$354,012.96	\$1,454,872.13	\$16,125,750.10

Balance in county depositories - End of Month	\$16,772,971.49	Bank Errors	
Less: Orders Outstanding	\$962,714.42	Bank Errors	
Add: Deposits in Transit	\$311,993.03	Bank Errors	
Cash in Office at End of Month	\$3,500.00	Bank Errors	
Misc. Adjustments (+ or-)		Total	
Total in county Depositories and Office	\$16,125,750.10	True Balance	\$16,125,750.10

I, D. Gossett, Sheriff of Lewis Co. West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co. West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

[Signature]
Sheriff & Treasurer, Lewis County
12-8-2023

Difference

Dated and sworn to on this date.

November 2023 MILEAGE REQUEST

UNIT LIC.

150 D. Gosa / Vin. A42305 / 1236 – 21 SUV 45615

151 M. Cayton / Vin. A42304 / 1235 – 21 SUV 43928

152 Z. Lopez / Vin. A18031 / 4105 – 20 SUV 33139

153 B. Hendershot / Vin. A42303 / 1696 – 20 SUV 21329

154 B. Newbrough / Vin. A18030 / 1232 – 20 SUV 42326

155 D. Shipman / Vin. BO4451 / 4220 – 21 SUV 44854

156 M. Ayoob / Vin. A40308 / 2966 – 22 SUV 28120

157 J. Johnmeyer / Vin. 106495 / 3929 – 18 TAURUS 68387

158 D. Cooley / Vin. A48451 / 1241 – 22 SUV 21797

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170 C. Kirkpatrick / Vin. C62863 / 1234 – 20 SUV 32764

171 C. Matheny / Vin. B29979 / 3841 - 22 SUV 24842

172 T. Lafever / Vin. A78623 / 3370 - 14 SUV 113221

173 J. Jenkins / Vin. 568479 / 6LB-698 - 17 JEEP 59710

174 R. Bush / Vin. 179324 / 4287 - 17 JEEP 33313

175 D. Cayton / Vin.319897 / 3258 - 14 CHARGER 52309

1500 Dep. Reserves / Vin. 116126 / 1910 -13 INTERCEPTOR 117306

1500 Dep. Reserves / Vin. 553134 / 1233 - 10 NITRO 78483

1500 Dep. Reserves / Vin. 553135 / 2726 - 11 NITRO 64421

Spare / Vin. 106494 / 3930 - 18 INTERCEPTOR 74280

There have been a number of vehicle reassignments. Need actual mileage from each unit.

Thank You

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:
AGNES G. QUEEN
President
ROD WYMAN
Commissioner
BOBBY STEWART
Commissioner

John Breen
Lewis County Assessor
110 Center Avenue
Weston, WV 26452

WV State Tax Department
Mineral and Industry Division
1900 Kanawha Blvd, East
Charleston, WV 25305

December 13, 2023

Per West Virginia Code §11-3-24, the Lewis County Commission directs the Lewis County Assessor and WV State Tax Department Mineral and Industry Division to work on the Lewis County property tax books until February 22, 2024 to correct all errors in name, description and valuation of property to comply with the provisions set forth in the referenced WV Code. No assessments shall be increased without the proper notice as required by the Code and a list of all changes will be provided at the end of the Board of Equalization and Review for County Commission approval. The Lewis County Board of Equalization and Review will recess Sine Die on February 22, 2024.

Sincerely,

Agnes G. Queen, President

DEALER 44D 532

VIN 1FM5K8AB4PGC19510

Suggested Retail Price
 K8A7 POLICE INTER UTILITY AND 47165 00
 SPECIAL FLEET ACCOUNT CREDIT
 2023 MODEL YEAR
 UM AGATE BLACK METALLIC
 96 EBONY CLOTH FRT/VINYL REAR
 INCLUDED ON THIS VEHICLE
 EQUIPMENT GROUP 500A
 OPTIONAL EQUIPMENT/OTHER
 .AM/FM STEREO
 99B 3.3L TI-VCT V6 FFV ENGINE 2830 00-
 44U 10-SPEED AUTO TRANSMISSION NC
 18D GLOBAL LOCK/UNLOCK NC
 425 50 STATE EMISSIONS NC
 43D COURTESY LAMP DISABLE 25 00
 51R DRIVER SIDE LED SPOT LAMP 395 00
 549 POWER MIRROR/SPOTTER/HEATED 60 00
 55F KEYLESS ENTRY - 4 FOBS 340 00
 59W 4G LTE WI-FI HOTSPOT CREDIT 20 00-
 60A WIRING GRILL/LAMP/SIREN/SPKRS 50 00
 68G REAR DR HNDL AND LOCKS INOPR 75 00
 76R REVERSE SENSING SYSTEM 275 00
 87R REAR VIEW MIRROR W/REAR CAMERA NC
 FLEX-FUEL CAPABILITY
 153 FRONT LICENSE PLATE BRACKET NC
 TOTAL OPTIONS/OTHER 1630 00-
 TOTAL VEHICLE & OPTIONS/OTHER 45535 00
 DESTINATION & DELIVERY 1595 00

EX8825

TOTAL FOR VEHICLE 47130 00
 FUEL CHARGE
 SHIPPING WEIGHT 4588 LBS.
 TOTAL 47130 00

#45955.00

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Jenkins Ford, Inc. 8 Billingsley Drive Buckhannon		44D532 WV 26201		Order Type 5B	Ramp Code CK06	Batch ID PL201	Price Level 350
Ship to (if other than above)				Date Inv. Prepared 11 20 23		Item Number 44-9012	Transit Days 08
				Ship Through			
Invoice & Unit Identification NO. 1FM5K8AB4PGC19510		Final Assembly Point CHICAGO		Finance Company and/or Bank BRANCH BANKING & T 660112			

DEPT: DIVISION OF EMERGENCY MANAGEMENT

WARRANT #: 1006814546

W.AMT: \$28,336.10

TOTAL OF INVOICE(S): \$28,336.10

VENDOR CODE: 000000211994

DATE: 11/17/2023

CHECK DESCRIPTION

INVOICE NUMBER

NET AMOUNT

ALL COUNTY FIRE PROTECTION FUNDING - LEWIS CO

EMDACF202421

\$28,336.10

Agreed for vote

12-12-23

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 (wvOASIS), visit us at www.wvoasis.gov

REMOVE DOCUMENT ALONG THIS PERFORATION

CTL# 39044903

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

State of West Virginia

STATE WARRANT # **1006814546**

PAYEE LEWIS CO COMMISSION

11/17/2023

*****\$28,336.10**

WEST VIRGINIA TREASURY

Riley M. Spivey
STATE TREASURER

John B. McCoy
STATE AUDITOR

⑈ 1006814546 ⑆ ⑆ 051902322 ⑆ 5270537822 ⑆

**\$ 4,722.⁶⁸ cash for 6 months.*

Lewis County Fire Department
 Incident Breakdown January 1, 2023 through November 30, 2023

	Total Incidents Alert	Fire/Rescue	Medical Calls	Non-Response	Non-Response
	Fire And Medical	with Response	with Response	Fire/Rescue	Medical
Weston VFD	1237	527	606	77	18
Jane Lew VFD	566	211	200	80	75
Pricetown VFD	230	122	13	79	16
Walkersville VFD	189	43	65	25	56
Jackson Mill VFD	268	112	73	44	39
Midway VFD	53	47	1	5	0



December 7, 2023

To

Prepared by

Alan Beasley

In412@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

<Rest of the page is intentionally left blank>

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,

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

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

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.

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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.

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To:		From:	Skye Reveal Project Manager Palco Power Systems 3317 State Rt. 34 Winfield WV, 25213 P: 304-586-3838 sreveal@palcogenerators.com
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Generator

	Kohler Model: KG150 This gas generator set equipped with a 4S12X alternator operating at 120/208 volts is rated for 150kW/188 kVA. Output amperage: 522	
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<p>Standard Features:</p> <ul style="list-style-type: none"> • EPA-Certified for Stationary Emergency Applications • Kohler Co. provides one-source responsibility for the generating system and accessories. • The generator set and its components are prototype-tested, factory-built, and production-tested. • The 60 Hz generator set offers a cULus listing. • The generator set accepts rated load in one step. • The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards. • A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available. • Natural gas, LP gas, and dual fuel models are available. • Air Restriction • Alternator Protection • Battery Rack and Cables • Closed Crankcase Ventilation (CCV) Filters • Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components) • Integral Vibration Isolation • Local Emergency Stop Switch • Oil Drain Extension • Operation and Installation Literature • Open Unit Accessory Kit (Duct Flange, Stone Guard, And Three-Way Exhaust Catalyst) 	<p>Alternator Features:</p> <ul style="list-style-type: none"> • The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator. • The brushless, rotating-field alternator has broad range reconnectability.
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Qty	Description
	KG150 Generator System

1	KG150 Generator Set	
	Includes the following:	
	Literature Languages	English
	Approvals and Listings	UL2200 Listing/cUL Genset List
	Engine	SnglFuel,UL,PreAlarm,NG,Stdby
	Nameplate Rating	Standby 130C Rise
	Voltage	60Hz, 120/208V, Wye, 3Ph, 4W
	Alternator	4S12X
	Cooling System	Unit Mounted Radiator, 50C
	Skid and Mounting	Skid, 53"

	Controller	APM402
	Enclosure Type	Weather
	Enclosure Material	Steel
	Starting Aids, Installed	1500W,120V
	Electrical Accy.,Installed	Battery, 1/12V, Wet
	Electrical Accy.,Installed	Battery Charger, 6A
	Electrical Accy.,Installed	2 Input/5 OutputModule
	Rating, LCB 1	100% Rated
	Amps, LCB 1	600
	Trip Type, LCB 1	Electronic, LSI
	Interrupt Rating LCB 1	35kA at 480V
	Ground Fault Relay Indication	Ground Fault Relay Indication
	Miscellaneous Accy,Installed	Coolant in Genset
	Miscellaneous Accy,Installed	Rodent Guards
	Warranty	Standard
	Total unit length in inches	152
	Total unit width in inches	54
	Total unit height in inches	83
	Total unit weight (lbs)	4,938
	Weight/Dimensions Disclaimer *	Estimates-Not for Construction
1	NEC Remote, E-Stop	
1	Flexible Fuel Line (Nat/LP)	
1	RSA III, Annunciator only	

Transfer Switches and Docking Station

NOTES: No project drawings or specs were provided.

Miscellaneous

Qty	Description
1	NEC Remote, E-Stop

OFFER TOTAL SELL PRICE: \$100,750.00

THIS QUOTE IS VALID FOR 30 DAYS. HOWEVER, DUE TO UNPRECEDENTED PRICE FLUCTUATIONS OF RAW MATERIALS AND COMPONENTS, THE PRICE WILL BE UPDATED. IF NECESSARY, AT THE TIME THE ORDER IS RELEASED FOR PRODUCTION.

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Palco Power Systems to use this form as a bona fide purchase order of the equipment shown on Offer Number: 12062023-00, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:		Accepted by:	
Company	Palco Power Systems	Company:	
Print Name:	Skye Reveal	Print Name:	
Title:	Project Manager	Title:	
Signature:		Signature:	
Date:		Date:	
		PO Number:	

Terms And Conditions

Price does not include any applicable taxes or installation. Does not include fuel.

Quote valid for 30 days.

Includes factory freight and delivery to job sit.

TERMS: Pending credit approval - NET 30 days or Payment in full before start up, whichever occurs first.

TERMS: NET 30 DAYS WITH APPROVED CREDIT OR PAYMENT IN FULL AT TIME OF ORDER.

DOES NOT INCLUDE STATE OR LOCAL TAXES. DOES NOT INCLUDE FUEL.

DOES NOT INCLUDE NETA TESTING OF ATS. **A CRANE MAY BE REQUIRED TO OFFLOAD THIS EQUIPMENT - IF SO, BY OTHERS.**

UNIT WILL SHIP STANDARD WITH ONE SET OF O & M MANUALS FROM THE FACTORY, UNLESS OUR QUOTATION LISTS DIFFERENTLY. IF SUPPLEMENTAL SETS ARE REQUIRED, THEY ARE AVAILABLE AT ADDITIONAL COSTS.

QUOTE VALID FOR 30 DAYS.

TESTS AND INSPECTIONS:

1. Engine Exhausts Emissions-KOHLER Generator sets are EPA compliant. Certified per federal standards.
2. Noise Emission—Local noise codes unknown.
3. Exhaust System backpressure test by others.
4. Exhaust Emissions test: No site tests included.
5. Harmonic content done at the factory not onsite.

PROPOSAL
CRITES ELECTRIC INC.
50 S. Kanawha Street
Buckhannon, WV 26201
(304) 472-0148 Office
(304) 472-0149 Fax

*Crites Electric, Inc. cannot guarantee the arrival date of your generator due to delayed shipments from the factory resulting from Covid-19.
*All Warranties, if applicable, are a product of Generac. Crites Electric Inc. is not responsible for warranty decisions made by Generac.

Proposal submitted to:	Email:	Phone:	Date:
Lewis Co. Comms Center 12/13/2023 C/O Rick Stout 467 US Hwy. 19 North Weston, WV 26452	rstout.lc@gmail.com	304-517-0929	

**We hereby submit specifications and estimates for:
Material and Supplies for a 150KW Generac Generator:**

All material and labor are guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. Price includes Sales Tax.

- ✓ This quote is for:
- ✓ 1 – 150KW 120/208 3 phase Natural Gas Generator
- ✓ 1 – 400amp 120/208 non-service ATS
- ✓ 1 – 200amp 120/208 non-service ATS
- ✓ 2 – 100amp 120/208 non-service manual transfer switch
- ✓ 1 – 600amp double throw 120/208 manual transfer switch with double mechanical lugs
- ✓ 2 – Remote E-stops buttons
- ✓ 1 – Annunciator panel – WiFi connected
- ✓ Price is for supplies ONLY – no labor – to be shipped to site and unloaded by others.

*****Generators are not rated for life support equipment*****

We propose hereby to furnish material and labor (a turnkey install by Crites Electric Inc, no sub-contractors)-complete in accordance with above specifications for the sum of:

150KW Fifty Thousand One Hundred Thirty-Eight Dollars & Twenty-Eight Cents (\$50,138.28)

Payment to be made as follows: ½ Down with Signed Proposal/Remainder Due Upon Completion
All prices are for Cash/Check Payment. Price will change for Credit Card Payments. Thank you for your business. We do expect payment of the remaining balance within 30 days of generator installation. There will be a 1.5% interest charge per month on late invoices.

Authorized Signature: _____ Anita
Hammond

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer agrees to pay all costs associated with the collection of a delinquent balance, including collection agency fees, reasonable attorney fees and court costs. Collection agency fees will be charged at the percentage paid to the agency, up to 33.33%.

Date of Acceptance: _____ Signature: _____



CASTO Technical Services

We make buildings work...Better!

PO Box 627
540 Leon Sullivan Way
Charleston, WV 25301

304-346-8920 Fax
service@castotech.com

QUOTE

Client Name: Lewis County Commission
Contact: Rick Stout
Date: 12/12/2023
Quote Number: 203336
Location: Lewis County Commission
110 Center Avenue
Weston, WV 26452

Description	Line Total
<p>Investment is to leak check, and if possible, repair Mitsubishi VRF Condensing Unit (M# PURY-P120; S# 26W00151).</p> <p>Note: Note to exceed labor. Customer will only be invoiced for the labor hours used.</p> <p>Note: Customer will be invoiced separately for any refrigerant used.</p> <p>Note: If parts or additional labor is needed to complete the repair, a separate quote will follow.</p>	\$11,690.00
Subtotal:	\$11,690.00
Estimated Sales Tax:	\$0.00
Total:	\$11,690.00

This is a quotation on the goods named and further subject to the standard terms and conditions attached hereto.

Acceptance of quotation

Authorized Representative

Purchase Order #

EXCLUSIONS:

1. All asbestos testing and removal will be owner's responsibility
2. All roof work

CLARIFICATIONS:

1. The price of a performance/payment bond is not included.
2. The cost of permits and inspections by outside authorities are not included.
3. Work will be performed during normal business hours (Monday-Friday, 8:00 a.m.-4:30 p.m.).
4. Our terms are net thirty days.
5. Price held firm for 45 days.
6. Standard Warranty - 1 year parts and 90 days labor.

**Thank you for your
business!**

understanding of the parties or the anticipated circumstances on the Work site and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Asbestos and Hazardous Materials

a. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

b. Customer represents and warrants that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work.

c. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

d. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Limited Warranty; Warranty Exclusions

a. Company warrants that the labor portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion, including, but not limited to, any obligation of Company for equipment start-up, if provided in the Proposal (the "Warranty Period"). Defects in the Service must be reported to Company within the Warranty Period. Company's obligation under the warranty is limited to correcting any improperly performed labor. No liability whatsoever shall attach to Company until the Services have been paid for in full.

b. Company does not make, and expressly disclaims, any representations or warranties for any materials, equipment, manufactured goods, parts, machinery, or components nor for any damages or failures related to the foregoing arising from any cause, including but not limited to: (a) wear and tear; corrosion, erosion, deterioration; (b) Customer's failure to follow any maintenance plan as provided by Company or the manufacturer; (c) or any damages or losses resulting from modifications made by others to equipment. Some components of the equipment described in the Proposal may be warranted directly from the component supplier or manufacturer, in which event the warranty given by such component supplier or manufacturer may apply, however, such coverage claims shall be made by Customer not by Company.

c. Notwithstanding the foregoing, all warranties provided herein shall terminate upon termination or cancellation of this Agreement.

d. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING THE COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnity.

a. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

b. Customer shall indemnify Company for any costs, fines, fees, taxes, penalties or other charges or expenses of any kind or character (including reasonable attorneys' fees and costs) related to any claims against Company that arise from any failure of Customer to obtain any necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities prior to the beginning of any Work as required by this Agreement.

c. Customer shall indemnify Company, its employees, contractors, agents, officers and directors, from any and all claims of any kind or character stemming from any assertion by any party that Company or its employees, contractors, agents, officers and directors were not permitted, or properly authorized to, access to the Work site during regular business hours, or such other hours as may be requested by Company, including sufficient areas for staging, mobilization, and storage and for any claims related in any way to Company's access to correct any emergency condition.

d. The requirements of Section 16(b) and 16(c) shall not be subject to the limitation on actions set forth in Section 21(b) of this Agreement.

17. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION PRODUCT LOSS, LOST REVENUE, OR LOST PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. In the event that Company nevertheless is found liable for any damages, they shall be limited to the purchase price of the Services for any one location of Customer over a 12 month term. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS FOUND AT ANY OF CUSTOMER'S LOCATIONS.

18. **Commencement of Statutory Limitation Period.** Except as to warranty claims and any claims by Company for indemnification under this Agreement, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Casto Technical Services, Inc. or its subcontractors physically performed work on the project site.

19. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of Insurance evidencing the following coverage:

Commercial General Liability	\$1,000,000 Each Occurrence Limit - CSL (Bodily Injury and Property Damage)
Automobile Liability	\$1,000,000 Each Accident - CSL (Bodily Injury and Property Damage)
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident - Each Accident \$1,000,000 Bodily Injury by Disease - Policy Limit \$1,000,000 Bodily Injury by Disease - Each Employee

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to the use of an Additional Insured endorsement form that has been approved by the appropriate state insurance department for use under its primary Commercial General Liability policy. In no event does Company waive its right of subrogation.

20. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or, at Company's option, (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

21. General.

a. **Governing Law Venue.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of West Virginia, without regard to choice of law principles which might otherwise call for the application of a different state's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the State of West Virginia.

b. **Time Limitation on Claims.** Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued.

c. **Entire Agreement; Modification.** This Agreement, together with all of the attachments and exhibits included herewith, contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

d. **Provisions Severable.** If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto.

e. **Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. Company may assign, transfer or convey this Agreement at any time without the consent of the Customer.

f. **Counterparts.** This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States.

23. **Subcontractors.** Nothing in this Agreement shall limit the right of Company to utilize contractors and subcontractors to complete the Work as called for in this Agreement.

24. **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties who are signatories hereto and it shall not give rise to any claims by, nor be enforced against either party by, or for the benefit of, any third party.

DATE 12-12-23 ARRIVAL TIME 0700 DEPARTURE TIME 0930 JOB/TCK. NO. 202376

CUSTOMER P.O. NO. VA - Rick Stout

JOB NAME/LOCATION Lewis County Commission
 SERVICE REQUESTED Lewis Co Annex Error 1301. POC Rick.

Manufacture: <u>Mitsubishi</u>				
Model#: <u>PURY-P120TKMU-A</u>				
Serial#: <u>26W00151</u>				
Refrigerant Added:	Qty	lb	oz	TYPE
Refrigerant Removed:	Qty	lb	oz	TYPE

Leak Tested

Leak Found

Leak Repaired

Method: _____

Total Charge: _____

WORK PERFORMED/UNIT INFO.

Arrived on site, checked in with customer.
 Got hooked up to system and checked. Found that high and low pressure was reading 0psi. Checked unit and found it was indeed at 0psi. Checked visually for any oil on condenser. Talked with customer and they want a leak check quoted.

NATURE OF WORK

Regular Service _____

Quoted Service _____

Start-up/Warranty _____

SPD _____

Contract Service _____

Energy Management _____

PARTS, MATERIALS AND SUBCONTRACTED SERVICES

QTY.	PART NO.	DESCRIPTION	P.L.	VENDOR

SUMMARY OF TIME

SERVICE TECHNICIAN	ON SITE REG.	ON SITE O.T.	REG. TRAVEL	O.T. TRAVEL	TOTAL HRS.	MEALS	LODGING	TOLLS	MILES	OTHER
1288 Steven Tregear	2.50		0.50		3					
1330 Ross Ritter	2.50		0.50		3					

JOB COMPLETE YES X NO _____ EXPLAIN _____

SIGNATURE [Signature] 12-12-2023
 Customer Representative