

**COUNTY COMMISSION
OF LEWIS COUNTY**

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Weston WV 26452
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Website: lewiscountywv.org



COMMISSIONERS:
Agnes Queen, President
Patrick Boyle, Commissioner
Rod Wyman, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452**

**Agenda for Tuesday, December 17, 2019
10:00 AM**

9:30AM Public Hearing of an Ordinance to Prohibit Vicious and/or Dangerous Dogs and to restrict Dogs from Running at Large.

SILENT MEDITATION and PLEDGE OF ALLEGIANCE

- 1. 10:00 AM Call Meeting to Order**
- 2. 10:05 AM John Breen, Lewis County Assessor**

RE: Exonerations, Consolidations, Apportionments
Draft copies will be available for review on Friday, December 13, 2019
(action required)

APPOINTMENTS

- 3. 10:10 AM Consideration of Hiring a Temporary Provisional Deputy Sheriff:**
The Lewis County Commission is asked to consider hiring Seth Cutright as a temporary provisional Deputy Sheriff pending a background check. If approved, oath of office will be administered. *(action required)*
- 4. 10:30 AM Final Reading and Consideration of Passage of an Ordinance to Prohibit Vicious and/or Dangerous Dogs and to Restrict Dogs From Running at Large**
This is the final reading and consideration of passage of an ordinance to prohibit Vicious or dangerous dogs and to restrict dogs from running at large. The ordinance will be read in title only unless requested and will be available for review in the Lewis County Commission Office. The Lewis County Commission will consider enactment. *(action required)*

CORRESPONDENCE

5. **Upshur County Commission Meeting Agenda:** Upshur County Commission Meeting of December 13, 2019. *(information only)*
6. **West Virginia Regional Jail and Correctional Facility Monthly Invoice:** November 2019 monthly invoice for Lewis County inmates housed in the Regional Jail: 987 X \$48.25 per diem \$47,622.75.00. *(information only)*
7. **Sheriff's Monthly Settlement (Reconciliation):** Lewis County Sheriff Adam Gissy submits the Sheriff's Monthly Settlement(reconciliation) of accounts for November 2019 for Lewis County *(information only)*
8. **Lewis-Gilmer E-911 Call Report:** Emergency 911 calls for the month of November 2019 including number of calls by agency, distributions of calls and call comparisons. *(information only)*
9. **Lewis County Assessor's Mapping and Drafting Conference Report for 2019:** Lewis County Assessor John Breen has satisfactorily completed all areas of mapping and drafting for 2019. *(information only)*

BUSINESS

10. **Board(s) and Committee(s) Reports:** Reports by Commissioners of any board(s) or committee(s) attended including: Sharpe Tree Lighting; Lewis County Fire Board; Lewis County Fire Association. *(information only)*
11. **Approval of Poll-workers:** The Lewis County Commission will be presented with a list of poll-workers for consideration of approval for the upcoming Board of Education Levy Election. *(action required)*
12. **Consideration of Cancellation of December 24 and 31, 2019 Meetings:** The Lewis County Commission will consider cancellation of the December 24 and 3, 2019 meeting. *(action required)*
13. **Consideration of Closing on December 24:** The Lewis County Commission will be asked to consider closing the Lewis County Courthouse and offices for the entire day of December 24, 2019. *(action required)*
14. **Consideration of Copier Contract:** The Lewis County Commission will be asked to consider renewing the county's copier contract and upgrading machines. This contract is approximately \$100 less per month. *(action required)*
15. **Time Sheets and Leave Requests** David Reed Annual Leave *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

16. **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 Friday, December 13, 2019. *(action required)*
17. **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 Friday, December 13, 2019. *(action required)*
18. **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 Friday, December 13, 2019. *(action required)*

19. Expenses for the Current Period Presented for Consideration of Payment: Draft copies will be available for review upon request Friday, December 13, 2019. *(action required)*

ADJOURNMENT:

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

LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given a ten (10) minute time allowance.
- 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.

OATH OF OFFICE AND CERTIFICATE

STATE OF WEST VIRGINIA

COUNTY OF LEWIS, TO-WIT:

I, **SETH CUTRIGHT**, do solemnly swear that I will support the
Constitution of the United States and the Constitution of the State of West Virginia,
and that I will faithfully discharge the duties of serving as **Temporary Lewis County
Deputy Sheriff** to the best of my skill and judgment, **SO HELP ME GOD.**

Signature _____
Seth Cutright

Subscribed and sworn to before the Lewis County Commission in said County
and State, this 17th day of December, 2019.

*Agnes Queen, President
Lewis County Commission*

Attest: _____
*Cynthia S. Rowan
Lewis County Clerk*

**LEWIS COUNTY COMMISSION
NOTICE OF INTENT
TO CREATE AN ORDINANCE TO
PROHIBIT VICIOUS AND/OR DANGEROUS DOGS
AND TO RESTRICT DOGS FROM RUNNING AT LARGE**

The Lewis County Commission, in order to promote the health, safety and welfare of the citizens of Lewis County, intends to create an ordinance to prohibit vicious and/or dangerous dogs and to restrict dogs from running at large in the unincorporated areas of Lewis County. The ordinance will be read at the Lewis County Commission Meetings on December 3 and December 10, 2019. A Public hearing will be held December 17, 2019 at 9:45 AM at the Lewis County Commission Meeting Chambers, 110 Center Avenue, 2nd Floor, Weston, WV 2642. This will allow the public to comment on the proposed ordinance. The final reading and consideration of passage will be held on December 17, 2019 at 10:30 AM.

Copies of the ordinance are available for review from the Lewis County Commission, 110 Center Avenue, 2nd Floor, Weston, WV 26452.

LEWIS COUNTY COMMISSION
LEWIS COUNTY, WEST VIRGINIA

ORDINANCE TO PROHIBIT VICIOUS AND/OR DANGEROUS DOGS AND
TO RESTRICT DOGS FROM RUNNING AT LARGE

In order to promote the health, safety and welfare of the citizens of Lewis County and to eliminate the public nuisance created by vicious and/or dangerous dogs, and dogs running at large, Lewis County enacts this Ordinance restricting dogs from running at large, and prohibiting vicious and/or dangerous dogs, which shall be effective in the unincorporated areas of Lewis County, West Virginia.

The Lewis County Commission finds and determines that there has been a substantial increase in the number of citizen complaints concerning the escalating population of dogs in the county and that such dogs are causing injury to persons and property, thereby creating a nuisance and preventing the full enjoyment by citizens of their property. There is reasonable cause to believe that some of these animals harbor and transmit deadly diseases, and as a result, have created conditions that are detrimental to the health, safety, and welfare of the citizens of Lewis County. This Ordinance is hereby enacted to define, regulate, and prohibit these conditions.

Pursuant to West Virginia Code § 7-1-3kk, § 7-1-14, and § 19-20-6, as amended, as well as other applicable provisions, the Lewis County Commission has the authority to enact ordinances, issue orders and take other appropriate and necessary actions for the elimination of hazards to public health and safety and to abate or cause to be abated anything which the commission determines to be a public nuisance; and to prevent animals from becoming a public nuisance or risk to public health or safety or the environment.

The Sheriff's designee is hereby appointed as the County Humane Officer, as those terms are defined in the West Virginia Code, 1931, as amended.

NOW, THEREFORE, BE IT ORDAINED this ____ day of _____, 20____, the County Commission of Lewis County, West Virginia, hereby adopts this Ordinance superseding and revoking all prior ordinances that may have been enacted or in effect relating to dogs running at large and relating to vicious and/or dangerous dogs.

Definitions. For purposes of this Ordinance, the following terms are defined as follows:

- (a) A dog shall be defined as a Public Nuisance when:
 - (1) A dog which chases, attacks, injures, bites or scratches a person;
 - (2) A dog which repeatedly scatters garbage or impinges upon or destroys property of another person;
 - (3) A dog which chases, attacks, or injures another animal not belonging to the owner of the dog and not located on the premises of the owner of the dog;
 - (4) A dog which chases vehicles, bikes or other means of transportation, while not located on the dog owner's property.
- (b) An Owner or Keeper is any person or group of persons, firms, partnerships, corporations, organizations, or associations that keep, harbor, allows an animal, has the animal in their care, acts as caregiver of an animal, or has a possessory property right in a dog.
- (c) Owner's real property shall mean any real property owned or leased by the owner(s) of the dog, but does not include any public right-of-way or a common area of a condominium, apartment complex, townhouse or subdivision development.
- (d) Injury shall mean any breaking of the skin, which results in bleeding, caused by a bite.
- (e) Severe injury shall mean any physical injury which results in broken bones or disfiguring lacerations or which require surgery or hospitalization.
- (f) A dangerous dog is a dog in which there is reasonable cause to believe that there is a risk of injury or harm to a person or animal based on the dog's actions.
- (g) A vicious dog shall be defined as:
 - (1) A dog which has killed or inflicted severe injury upon a person. Severe injury shall mean any physical injury that results in broken bones or disfiguring lacerations or which require surgery or hospitalization;
 - (2) A dog which has killed or inflicted severe injury upon a domestic animal, horse or other livestock, when the dog was not on the offending dog owner's property;
 - (3) A dog which has approached a person when not on the offending dog owner's property in a vicious or terrorizing manner, in an apparent attitude of attack, as

determined by the Humane Officer, his or her designee, or other duly authorized law enforcement officer, and upon the sworn affidavit of at least two eye-witnesses;

- (4) Any dog owned or harbored primarily, or in part, for the purpose of dog fighting, or any dog trained for dog fighting;
- (5) Any dog which is in the habit of biting or attacking other persons, or other dogs or animals, whether or not such dog wears a tag or muzzle.

Section 1 – Dogs Running at Large.

- (a) All dogs in the unincorporated areas of Lewis County shall be kept under control by the owner or keeper of the dog. No person being the owner, keeper or having charge of any dog shall permit it to run at large upon any public place, or upon the premises of another.
- (b) The Assessor shall at the time Lewis County residents pay the dog tax or fee and receive their dog tag, make available a copy of this or any subsequently amended Dog Management Ordinance. This Ordinance shall also be posted on the County website.
- (c) The name and address of the owner as well as the license and rabies vaccination tags shall be attached to the collars of all dogs. Any dog which does not have on its collar a tag indicating that the applicable county taxes or fees have been paid and/or any dog which does not have a tag indicating that the particular dog has had its rabies vaccination, shall be considered uncontrolled and subject to seizure as set forth herein.
- (d) The running at large of any such dog in or upon any place mentioned in this Ordinance is *prima facie* evidence that the dog is running at large in violation of this Ordinance. The Humane Officer, or his or designee, may seize on sight and impound any dog found running at large. The Humane Officer, or his or designee, shall be responsible for the proper care and final disposition of all impounded dogs. When any dog shall have been seized and impounded, the Humane Officer, or his or designee, shall forthwith give notice to the owner of such dog, if known, that such dog has been impounded and that it will be sold or destroyed if not redeemed within five (5) days, excluding weekends and state holidays. If the owner of such dog be not known to the Humane Officer, or his or her designee, he/she shall post a notice in the county courthouse and the county animal shelter. The notice shall describe the dog and the time and place where dog was seized and shall advise the unknown owner that such dog will be sold or destroyed if not redeemed within five (5) days, excluding weekends and state holidays.
- (e) No person having possession, ownership, or control of a dog shall lead or take such dog upon the private property of another person without permission, or knowingly permit any such dog to soil on, damage or destroy, any yards, flowers, trees or

shrubbery of another person or otherwise trespass upon the property of another person without permission.

- (f) Any responsible person who witnesses a violation of this Ordinance may file a complaint in the following manner:
- (1) Any person who personally witnesses a violation of this Ordinance may submit a complaint to the Animal Control Department at 201 Orchard Street, Weston, West Virginia 26452. Such complaint must be in writing, signed by the witness, and shall include a detailed description of the animal and a detailed explanation of the alleged violation(s). The complaint shall also include the complainant's full name, address, telephone number, and driver's license number and issuing state.
 - (2) Within a reasonable period of time, considering available resources, the Humane Officer, or his or designee, shall notify the owner or keeper of the dog and advise him/her that a complaint has been filed and what steps are available to resolve the matter.
 - (3) The Humane Officer, or his or designee, may also issue a citation for a violation of this Ordinance, at his or her discretion, without first receiving a written complaint from another person.
 - (4) An owner of a dog who permits his/her dog to leave waste on public or private property not belonging to the owner, shall immediately remove and properly dispose of the waste.
- (g) This ordinance shall not be applicable to the following:
- (1) Any vaccinated dog running at large while engaged in a lawful hunting activity;
 - (2) Any vaccinated dog running at large while engaged in any lawful training activity;
 - (3) Any vaccinated dog running at large while engaged in any lawful herding or other farm related activity.

Section 2. Vicious Dogs.

- (a) The Humane Officer, or his or designee, shall be designated as the person(s) responsible for initially determining that there is probable cause to believe that a dog is a dangerous or vicious dog. The officer may, after appropriate observation at the animal control facilities, determine that the dog is not vicious or dangerous, but rather, that the act of the dog was an anomaly and not the act of a vicious or dangerous animal. This determination shall not be open to dispute through this Ordinance.
- (b) Any determination that a dog is vicious or dangerous shall be communicated by the Humane Officer, or his or designee, to the owner in writing, stating the reasons for such determination, along with a Citation and a Summons to appear before the Magistrate Court of Lewis County, West Virginia, for a violation of West Virginia Code § 19-20-20, and this Ordinance.
- (c) If, in the discretion of the Humane Officer, or his or designee, a dog cannot be safely captured and detained, and the same has been determined by the Humane Officer, or his or designee, to be vicious or dangerous, either by definition or upon following full investigatory observation, the Humane Officer, or his or designee, is authorized to take immediate and, if necessary, lethal action, against such dog, notwithstanding the fact that no written notice has been communicated to the owner of the dog and that no hearing into said determination has been requested or held.
- (d) Any dog determined by the Court to be vicious or dangerous or in the habit of biting or attacking other persons, dogs or animals, shall upon Order of the Court, be disposed of by the Humane Officer, or his or designee, except that vicious or dangerous dogs shall not be made available to the public through adoption.
- (e) No police dog engaged in the performance of its duties at the time of the acts complained of, shall be found to be a dangerous or vicious dog. No dog shall be found to be a dangerous or vicious dog solely because of its breed, nor is a particular breed of dog precluded from being determined to be vicious or dangerous.
- (f) No dog shall be found to be a dangerous or vicious dog if the bite, attack, or injury was sustained by a person who was:
 - (1) committing, at the time, a crime upon the premises occupied by the dog's owner;
 - (2) committing, at the time, a willful trespass or other tort upon the premises occupied by the dog's owner; or
 - (3) provoking, tormenting, or physically abusing the dog.

- (g) When a dog has been judicially determined to be vicious or dangerous or in the habit of biting or attacking other persons, dogs, or animals, such dog is, therefore, a nuisance. All costs of disposition, housing of the dog during the legal proceedings, termination of the dog's life and administrative costs expended by the County shall be reimbursed by the dog's owner. Additionally, the owner shall pay any and all medical and/or veterinary costs, including costs for disposing of the bodies of pets which have died or been put down as a result of attack by such vicious or dangerous dog.
- (h) A finding by a Magistrate that a person is in violation of this Ordinance may be appealed to the Circuit Court.

Section 3. Impoundment.

- (a) The County has established a dog pound and may keep therein dogs seized under any of the provisions of this ordinance. Any dog found running at large in the County may be seized. The owner or keeper of any dog may retrieve such dog upon paying all of the costs, fines and fees imposed for a violation of this ordinance, or by posting proper bond pending trial for a charge of a violation of this ordinance, in an amount sufficient to cover the fine and the appropriate impound fees charged, including any necessary veterinary fees and court costs. If not paid, such dog may be sold and any costs, fines or fees imposed, if any, shall be deducted from the proceeds of the sale, and any residue of the sale shall be payable to the owner of the dog. If such dog is not sold, it may be placed for adoption. If such dog is not placed for adoption, it may be properly euthanized and its body disposed of by the County without liability to the owner.
- (b) If a trial is requested, bond shall be re-posted every thirty (30) days to cover the cost of caring for the animal that is being held by the County.
- (c) Notwithstanding any provision herein to the contrary, no dog impounded pursuant to this ordinance shall be released to its owner or keeper without proof of a current license and rabies vaccination.
- (d) The Owner of any impounded dog shall pay a fee of Ten Dollars (\$10.00) per day for each day a dog is impounded, plus a fee of Twenty-Five Dollars (\$25.00) for the first impoundment; Fifty Dollars (\$50.00) for a second impoundment; Seventy-Five Dollars (\$75.00) for a third impoundment; One Hundred Dollars (\$100.00) for a fourth impoundment; and One Hundred Fifty Dollars (\$150.00) for a fifth or any subsequent impoundment.

Such fees shall be paid into the county treasury where they shall constitute and be set aside in the "Dog and Kennel Fund," as provided under West Virginia Code § 19-20-10, as amended.

Section 4. Enforcement.

- (a) This ordinance shall be enforceable by the Humane Officer, or his or her assistant(s), or the County Humane Officer, or any other duly authorized law enforcement officer, whichever the case may be.
- (b) The Humane Officer, or his or designee, whichever the case may be, shall patrol the County and shall seize on sight and impound any dog found running at large.
- (c) When any dog has been seized and impounded, the Humane Officer, or his or designee, whichever the case may be, shall forthwith give notice to the owner of such dog, if such owner is known, that such dog has been impounded and that it will be sold or destroyed if not redeemed in five (5) days. If the owner of the dog is not known to the Humane Officer, or his or designee, whichever the case may be, he or she shall post a notice at the front door of the Lewis County Courthouse. The notice shall describe the dog, the location where the dog was seized, and advise the unknown owner that such dog will be sold or destroyed if not redeemed within five (5) days. The five (5) day time period to redeem the dog shall be business days that the Lewis County Courthouse is open to the public and shall not apply in contested cases or cases where a trial of the matter has been requested by the owner and proper bond posted as set forth herein.
- (d) The owner, keeper, or person having charge of any dog seized and impounded under this ordinance may, prior to the expiration of the five (5) days from the date that notice of the seizure and impounding of the dog shall have been given, posted or published as required by this ordinance, redeem the dog by paying the Lewis/Upshur County Animal Control Facility all of the costs, fines and fees assessed against such dog.
- (e) Reasonable costs and fees, in such amount as may be determined from time to time by the Lewis County Commission, shall be assessed against the owner of every dog seized and impounded under the provisions of this Ordinance, and there shall be assessed an administrative fee, plus a fee for each day of impoundment.
- (f) The Humane Officer, or any other duly authorized law enforcement officer(s), is/are hereby authorized to issue citations, including warnings, if warranted in the exercise of their discretion, for any violation of this ordinance.
- (g) Nothing herein shall constitute a waiver of any ordinance that provides for the arrest and fine for any other violation of county ordinances, or state law relating to dogs.

Section 5. Penalty and Enforcement.

- (a) Any person in violation of Section 1 of this Ordinance, shall for the First Offense, be issued a written warning and shall be given a reasonable time to correct the violation, not to exceed 24 hours. Any person is convicted of any subsequent offense, if the violation occurs within six (6) months of any prior violation, is guilty of a misdemeanor and the penalty shall be a fine not less than Twenty-Five Dollars (\$25.00) nor more than One Hundred Dollars (\$100.00), plus court costs.
- (b) Any person who is convicted of a violation of Section 2 of this Ordinance, shall for the First Offense be guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than One Hundred Dollars (\$100.00), or be confined in jail not more than thirty (30) days, or both such fine and confinement. Any person in convicted of any subsequent offense, is guilty of a misdemeanor and the penalty shall be a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), or confinement in jail not less than thirty (30) days nor more than six (6) months, or both such fine and confinement.
- (c) Any owner or keeper of any dog who permits such dog to run at large shall be liable for payment of restitution for any damages inflicted upon the person or property of another by such dog while so running at large, in accordance with West Virginia Code § 19-20-13, as amended.
- (d) If any costs, fines, forfeitures, penalties or restitution are not paid in full within the time period prescribed by law, a judgment may be entered against the Defendant by the Court or a civil action may be commenced to recover the same, together with the costs associated with the collection thereof.
- (e) If any costs, fines, forfeitures, penalties or restitution imposed by the court upon conviction of a person for any offense under this Ordinance are not paid in full when ordered to do so by the court, the clerk of the court shall notify the Division of Motor Vehicles of such failure to pay. Upon such notice, the Division of Motor Vehicles shall suspend the person's driver's license or privilege to operate a motor vehicle in this state until such time that the costs, fines, forfeitures or penalties are paid. The Court may also submit unpaid costs, fines, forfeitures, and penalties assessed by the Court to the State Tax Commissioner for withholding of the unpaid amounts from any individual's personal income tax refund due and owing.
- (f) The Magistrate Court of Lewis County, West Virginia, and the Circuit Court of Lewis County, West Virginia, shall have concurrent jurisdiction to enforce the misdemeanor penalties prescribed by this Ordinance.

Section 6. Effective Date

Passed first reading on the _____ day of _____, 20____.

Passed second reading on the _____ day of _____, 20____.

Public Hearing held on the _____ day of _____, 20____.

Enacted and passed on the _____ day of _____, 20____.

This ordinance is effective upon adoption.

LEWIS COUNTY COMMISSION

President of the Lewis County Commission

Commissioner

Commissioner

Attest:

Clerk of the County Commission

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 of Meeting: Upshur County Courthouse Annex

Date of Meeting: December 12, 2019

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance

Approval of Minutes:

- December 5, 2019

9:05 a.m. Ashleigh Raeder, U.S. Cellular Business Account Sales Executive – Introduction as new representative for this area

Items for Discussion / Action / Approval:

1. Review and signature of Change Order #1 for the Upshur County Former Jail Facility Project. Mortar testing was required before work could be performed, this testing was provided by Trisco Systems, Inc. in the amount of \$2,180. Upon approval, the revised contract amount will be \$84,743. This project is being funded by the WV Courthouse Facilities Improvement Authority. *
2. Review and signature of letter from Johnathan Vickers, Assistant Director, Chief Inspector's Division of the WV State Auditor's Office, confirming services to be provided to the Upshur County Commission for the fiscal year ended June 30, 2019. The fee for the audit services will be \$29,740. *
3. Review and signature of Memorandum of Understanding between the Upshur County Commission and the Supreme Court of Appeals of WV regarding the arrangements essential to establishing and maintaining Family Court facilities in Upshur County. Commencing July 1, 2019, the Commission shall invoice the Court for an amount not to exceed \$706.50, which is equivalent to \$6 per square foot. If approved, the Memorandum of Understanding will automatically renew for Fiscal Year 2021.
4. Correspondence from Lewis A. Simmons requesting reappointment to the James W. Curry Library & Park Advisory Board. Upon approval, his term will expire on December 31, 2024. *
5. Correspondence from Patricia Tolliver requesting reappointment to the James W. Curry Library & Park Advisory Board. Upon approval, her term will expire on December 31, 2024. *
6. Approval of Lewis-Upshur Animal Control Facility Volunteer Jade Parrish. *
7. Increase salaries for the Youth Camp Director and Community Corrections Director per the final rule issued by the Department of Labor increasing the salary-level threshold for white-collar exemptions to \$684 a week from \$455 a week. The final rule is effective January 1, 2020. *

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

8. Approval of Application for Donated Leave and the granting of leave under the Family and Medical Leave Act. *

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

9. 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. Update from Brian K. Cooper, WVDOH District Engineer, regarding the Safety Study being conducted at the Route 33 intersections in Upshur County.
2. Memorandum from Stuart T. Stickel, CPA, CFE, Deputy State Auditor for the Office of the State Auditor, regarding new reporting and examination requirements for state grants. The first state's fiscal year for which these requirements will apply is for the fiscal year ended June 30, 2020.
3. Correspondence from Tabatha R. Perry, Assistant County Administrator, to Carroll and Elouise Chapman, setting Safe Structures and Sites Case Number 101118-01 (Warren Tax District – Tax Map 6B Parcel Number 11) for hearing before the Upshur County Commission on January 30, 2020 at 9:05 a.m.
4. Upshur County Building Permits for the month of November 2019
5. Lewis-Upshur Animal Control Facility Adoption Financial Transactions – November 2019
6. Lewis-Upshur Animal Control Facility Cat Report for the month of November 2019
7. Lewis-Upshur Animal Control Facility Animal Report for the month of November 2019
8. Upshur County Animal Control/Humane Officer Monthly Animal Report for the month of November 2019
9. Appointments Needed or Upcoming:

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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
December 19, 2019 --- 9:00 a.m.
Upshur County Courthouse Annex

*The regularly scheduled Commission Meetings on Thursday, December 26, 2019
and January 2, 2020 have been CANCELLED*

STATE OF WEST VIRGINIA
DEPARTMENT OF MILITARY AFFAIRS & PUBLIC SAFETY
DIVISION OF CORRECTIONS & REHABILITATION



BETSY C. JIVIDEN
COMMISSIONER

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

Office of the Commissioner
1409 Greenbrier Street
Charleston, WV 25311
304-558-2036 - Telephone
304-558-5367 - Fax

THE HONORABLE AGNES QUEEN, PRESIDENT
LEWIS COUNTY COMMISSION
LEWIS COUNTY COURTHOUSE
WESTON, WV 26452

Statement Number: 111192a8e

Statement Date: 12/5/2019

Month Of Service: November, 2019

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for LEWIS for the month of November, 2019. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

Detailed information, including names of inmates and the number of days of inmate maintenance, to support the invoice is attached.

Month: November

NUMBER OF INMATE DAYS: 987

PER DIEM RATE: \$48.25

AMOUNT DUE - November, 2019 \$47,622.75

This statement amount is due and payable upon receipt.

Please Remit Payment to:
WV Regional Jail and Correctional Facility Authority
P O Box 40258
Charleston, WV 25364

LEWIS-GILMER E-911 YEARLY TOTALS

CAD # DATE 2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
LEWIS COUNTY													
15 LEWIS SHERIFF	428	343	358	547	544	570	563	660	401	464	395		5273
10 WESTON PD	219	194	309	271	230	271	274	279	209	217	171		2644
250 LEWIS DPS	112	142	176	179	179	175	162	156	175	171	141		1768
230 LEWIS DNR	5	15	14	7	25	15	18	12	19	16	27		173
208 LEWIS EMS	274	263	253	267	301	316	245	300	267	270	251		3007
201 WESTON FD	79	86	87	83	115	105	85	112	84	82	91		1009
202 JANE LEW FD	31	31	31	24	30	31	20	30	30	32	27		317
203 PRICETOWN FD	7	9	13	21	21	26	14	17	18	10	19		175
204 WALKERSVILLE FD	23	20	15	21	14	18	19	15	20	18	17		200
205 JACKSON MILL FD	12	17	21	9	12	14	11	14	13	15	10		148
206 MIDWAY FD	1	2	2	9	4	4	2	4	4	4	5		41
ANIMAL CONTROL	47	48	57	28	35	64	59	47	35	62			482
DOGS PICKED UP	15	8	13	17	9	25	23	15	25	13			163
OTHERS PICKED UP	0	0	1	1	1	26	11	1	0	2			43
												Total	15237

GILMER COUNTY													
104 GILMER SHERIFF	134	53	161	72	86	49	60	75	57	107	39		893
102 GLENVILLE PD	48	60	89	54	67	51	36	80	89	92	72		738
103 CAMPUS PD	6	4	7	5	5	2	1	5	4	6	6		51
150 GILMER DPS	92	125	188	119	134	88	107	107	90	90	75		1215
130 GILMER DNR	2	0	7	6	3	1	2	3	4	4	11		43
175 GILMER EMS	121	116	109	116	102	91	105	107	102	95	58		1122
101 GLENVILLE FD	23	35	21	19	27	19	14	16	20	13	24		231
105 NORMANTOWN FD	2	5	3	2	5	4	5	1	3	2	2		34
106 SAND FORK FD	16	22	20	11	15	9	7	8	14	8	12		142
107 CEDARVILLE FD	1	0	1	0	0	0	0	2	1	1	3		9
108 TROY FD	2	9	6	10	6	4	5	3	3	3	3		54
ANIMAL CONTROL	3	3	3	0	0	1	1	3	3	1	0		18
												Total	4550

Total by Month 1703 1610 1965 1898 1970 1979 1849 2072 1690 1798 1459 0

DATE 2019 *****	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
PICKENS COUNTY	5	4	3	4	8	6	6	5	5	6	2		54
PICKENS OWNER	5	4	2	7	7	7	2	4	7	5	8		58
PICKENS SERVICE	1	0	1	2	3	2	1	3	1	1	1		16
PICKENS TOTAL	11	8	6	13	18	15	9	12	13	12	11		128
M & J COUNTY	5	4	3	4	8	6	6	5	5	5	2		53
M & J OWNER	6	4	3	5	4	5	7	3	4	2	3		46
M & J SERVICE	0	0	1	1	2	2	1	3	1	1	0		12
M & J LARGE	2	1	1	1	3	1	1	0	1	1	1		13
M & J TOTAL	13	9	8	11	17	14	15	11	11	9	6		124
HITT'S COUNTY	4	5	2	5	8	6	6	5	4	5	3		53
HITT'S OWNER	4	1	1	5	2	3	3	3	2	6	0		30
HITT'S SERVICE	1	0	1	1	4	2	1	3	0	1	1		15
HITT'S TOTAL	9	6	4	11	14	11	10	11	6	12	4		98
LIPP'S COUNTY	5	4	3	4	8	6	6	5	5	5	2		53
LIPP'S OWNER	2	2	5	2	3	4	0	5	0	1	2		26
LIPP'S SERVICE	1	0	1	3	2	2	1	3	1	2	1		17
LIPP'S LARGE	2	2	0	0	2	1	1	1	1	1	0		11
LIPP'S TOTAL	10	8	9	9	15	13	8	14	7	9	5		107
QUALITY COUNTY	5	4	3	5	8	6	6	5	4	5	3		54
QUALITY OWNER	3	1	1	0	3	2	2	2	2	0	0		16
QUALITY SERVICE	0	1	1	3	2	3	1	3	0	1	1		16
QUALITY TOTAL	8	6	5	0	13	11	9	10	6	6	4		78
TOLANDS COUNTY	5	4	3	5	9	7	6	5	4	5	3		56
TOLANDS OWNER	0	1	0	1	1	1	2	7	3	0	1		17
TOLANDS SERVICE	0	0	1	3	2	3	1	3	0	1	1		15
TOLANDS TOTAL	5	5	4	9	12	11	9	15	7	6	5		88
VALLEYCHAPEL COUNTY	5	4	3	4	8	6	6	5	5	5	3		54
VALLEY CHAPEL OWNER	0	1	1	0	4	1	1	0	1	1	0		10
VALLEY CHAPEL SERVICE	0	0	1	3	2	2	1	3	1	1	1		15
VALLEY CHAPEL TOTAL	5	5	5	7	14	9	8	8	7	7	4		79
GILMER COUNTY													
GLEN- AUTO COUNTY	5	4	3	1	4	1	3	4	2	3	3		33
GLEN- AUTO OWNERS	2	4	8	2	4	2	2	5	4	3	0		36
GLEN- AUTO SERVICE	0	0	0	0	0	0	1	0	0	1	0		2
GLEN- AUTO TOTALS	7	8	11	3	8	3	6	9	6	7	3		71
A and S COUNTY	4	3	4	1	4	1	3	3	2	3	2		30
A and S OWNERS	2	1	3	1	2	0	0	0	1	1	1		12
A and S SERVICE	0	1	0	0	0	0	0	1	1	1	0		4
A and S LARGE	0	0	0	0	0	0	0	0	0	1	0		1
A and S TOTAL	6	5	7	2	6	1	3	4	4	6	3		47

2019 LEWIS-GILMER E-911 TELETYPE REPORT

		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
LEWIS COUNTY	10-27	287	238	308	490	622	508	463	632	329	386	283		4546
	10-28	267	213	233	483	538	510	489	641	289	307	280		4250
	III & CIB	145	215	235	225	344	265	275	338	194	196	121		2553
	OTHER	8	14	49	36	63	71	47	64	36	30	33		451
	DVP	34	38	16	64	97	109	94	106	49	38	17		662
CITY	10-27	222	140	296	274	230	236	273	329	237	151	158		2546
	10-28	167	132	238	195	153	179	166	190	119	110	103		1752
	III & CIB	29	18	24	41	56	17	43	46	58	20	17		369
	OTHER	5	1	21	13	16	14	9	4	4	9	20		116
	DVP	17	7	19	31	25	25	17	21	25	9	21		217
STATE	10-27	113	207	214	183	230	123	140	91	220	145	242		1908
	10-28	90	127	142	134	100	95	95	73	144	85	103		1188
	III & CIB	22	40	29	57	43	56	23	30	49	37	40		426
	OTHER	5	3	1	0	9	1	1	5	3	6	9		43
	DVP	24	37	26	25	34	10	20	25	27	21	29		278
DNR	10-27	7	12	21	5	12	7	19	16	13	1	26		139
	10-28	11	19	6	11	9	6	17	7	9	11	10		116
	III & CIB	6	0	2	4	0	7	4	4	0	0	10		37
	OTHER	4	0	0	0	0	0	0	2	2	0	4		12
	DVP	1	1	5	7	2	1	3	7	3	1	8		39
PROSECUTOR	10-27	22	12	30	38	10	25	14	4	26	6	3		190
	10-28	0	0	0	0	0	0	0	0	0	0	0		0
	III & CIB	80	36	91	152	39	901	63	36	69	59	33		1559
	OTHER	0	4	0	0	0	0	4	0	3	0	0		11
	DVP	0	0	0	0	0	0	0	0	0	0	0		0
PROBATION	10-27	6	4	7	2	9	7	1	9	19	13	3		80
	10-28	1	0	0	0	0	0	0	0	0	0	0		1
	III & CIB	37	19	18	15	48	20	22	16	56	52	13		316
	OTHER	0	0	0	0	5	2	4	3	0	0	0		14
	DVP	0	0	0	0	0	0	0	0	4	0	0		4
SWJS PARK	10-27	0	0	0	7	1	0	1	0	0	0	0		9
	10-28	4	0	0	2	0	1	1	0	0	0	0		8
	III & CIB	0	0	0	7	0	0	0	0	0	0	0		7
	OTHER	0	0	0	0	0	0	0	0	0	0	0		0
	DVP	0	0	0	0	0	0	0	0	0	0	0		0
FAMILY COURT	III & CIB	21	3	0	0	0	0	0	0	0	0	0		24
DAY REPORT	10-27	7	6	5	5	5	8	0	7	9	3	5		60
	10-28	0	0	0	0	0	1	0	0	0	0	0		1
	III & CIB	14	6	11	11	3	15	0	13	14	6	13		106
	OTHER	25	9	27	28	3	25	8	48	32	19	25		249
	DVP	0	0	0	0	0	0	0	0	0	0	0		0
TOTAL TRANSACTIONS														24287

2019 LEWIS-GILMER E-911 TELETYPE REPORT

GILMER		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
COUNTY	10-27	154	58	214	51	57	49	40	70	77	78	25		873
	10-28	134	41	199	55	68	25	37	69	60	80	18		786
	III & CIB	118	61	112	43	40	39	25	94	70	56	17		675
	OTHER	7	6	23	4	4	8	22	14	3	9	0		100
	DVP/WAR	8	1	10	11	0	1	7	4	11	8	1		62
CITY	10-27	36	68	89	63	60	34	25	54	71	52	44		596
	10-28	34	32	89	55	50	59	32	76	94	60	51		632
	III & CIB	9	12	33	4	4	9	0	2	5	8	0		86
	OTHER	0	0	0	1	1	4	0	0	0	3	0		9
	DVP/WAR	2	1	3	5	0	0	0	0	4	2	0		17
STATE	10-27	73	112	170	123	76	84	93	109	94	64	97		1095
	10-28	52	99	155	95	81	43	59	81	62	43	59		829
	III & CIB	26	40	22	45	14	30	19	33	28	5	47		309
	OTHER	1	2	0	5	1	8	3	6	1	6	4		37
	DVP/WAR	18	33	36	29	27	16	31	26	27	7	30		280
DNR	10-27	0	8	4	0	1	0	0	0	9	0	4		26
	10-28	1	2	6	0	1	0	3	1	1	0	8		23
	III & CIB	0	3	0	0	0	0	0	0	1	0	0		4
	OTHER	0	0	0	0	0	0	0	0	1	0	3		4
	DVP/WAR	0	0	0	0	0	0	0	0	0	0	3		3
PROSECUTOR	10-27	0	0	0	0	0	0	0	2	0	0	0		2
	10-28	0	0	0	0	0	0	0	0	0	0	0		0
	III & CIB	6	0	11	6	0	2	6	19	11	8	2		71
	OTHER	0	0	0	0	0	0	0	0	0	0	0		0
	DVP/WAR	0	0	0	0	0	0	0	0	0	0	0		0
CAMPUS	10-27	1	0	5	0	6	1	0	0	1	3	0		17
	10-28	1	0	5	4	4	2	2	11	5	11	4		49
	III & CIB	2	0	2	0	7	2	0	0	0	0	0		13
	OTHER	0	0	1	0	0	0	0	0	0	0	0		1
	DVP/WAR	0	0	0	0	0	0	0	0	0	0	0		0

Total Transactions 6599

Exit Conference
Mapping / Drafting
TY 2019

8/28/2019
(Date)

Lewis
(County)

Monitoring Summary

Tax Mapping

Satisfactory
(✓)

Unsatisfactory
(✓)

Tax Mapping	Satisfactory (✓)	Unsatisfactory (✓)
Map Design and Content	✓	
Map Maintenance	✓	
Map Submission	✓	
Digital Parcel Submission	✓	

Comments: No issues found. Overall, samples pulled
all conform to standards set forth by 189-3

John Brown 9-19-19
Assessor's Signature

[Signature]
Monitor's Signature

TOSHIBA

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

AGREEMENT NUMBER

2595416

CUSTOMER CONTACT INFORMATION

Legal Company Name: COUNTY OF LEWIS

Fed. Tax ID#:

Contact Person:

Bill-To Phone:

Bill-To Fax:

Billing Address: 110 CENTER AVENUE

City, State - Zip: WESTON, WV 26452

Equipment Location:

City, State - Zip:

(if different than above)

DEALER LOCATION

Contact Name: Hart Office Solutions

Location: 203 Buckhannon Pike - Clarksburg WV 26301

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
(1) TOSHIBA ES2518A			
(2) TOSHIBA ES5018A			
(1) TOSHIBA ES5518A			
(3) TOSHIBA ES3015AC			

 See attached form (Schedule "A") for Additional Equipment
 See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

 Number of Payments: 63 of \$ 2,050.00 * Security Deposit**: \$ 0 Received *plus applicable taxes

Payments includes: 40,000 B&W Images per Month Excess Images at: \$.009 * per B&W Image

Payments includes: 2,500 Color Images per Month Excess Images at: \$.0495 * per Color Image

Payments includes: Scan Images per Month Excess Images at: \$ * per Scan Image

Payments includes: B&W Print Images per Month Excess Images at: \$ * per B&W Print Image

Payments includes: Color Print Images per Month Excess Images at: \$ * per Color Print Image

Origination Fee: Up to \$99.00 (included in First Invoice)

 Excess Images billed: Monthly Quarterly

Lease payment period is monthly unless otherwise indicated.

End-of-Lease Options:

You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value per section 16.
2. Renew the Agreement per section 17.
3. Return Equipment.

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:

Signature: X

Title:

Date:

TERMS AND CONDITIONS

- Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- Maintenance, Service and Supplies:** The Dealer agrees to provide Full Service Maintenance during normal business hours including all toner, developer and parts necessary to produce images. You must purchase paper and staples separately. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Dealer's normal business hours and for service required by your negligence or misuse of the Equipment at Dealer's customary rates. We may charge you a supply freight fee to cover our cost of shipping supplies to you.

TOSHIBA

STATE AND LOCAL GOVERNMENT ADDENDUM

TOSHIBA

FINANCIAL SERVICES

AGREEMENT NUMBER

2595416

Addendum to Agreement # 2595416, dated _____, between COUNTY OF LEWIS, as Customer and Toshiba Financial Services, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

LESSOR ACCEPTANCE			
Toshiba Financial Services	Signature:	Title:	Date:

CUSTOMER ACCEPTANCE			
Name:	Signature: X	Title:	Date:

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
800-527-5366

Toshiba MFP Maintenance Agreement

December 2, 2019

Lewis County Commission

110 Center Avenue
Weston, WV 26452
304-269-8200

Maintenance Details for (1) Toshiba 2518A, (2) Toshiba 5018A, (1) Toshiba 5518A, and (3) Toshiba 3015AC Copier Systems:

- All service and supplies are included in the monthly lease payment for up to 40,000 black & white clicks and for up to 2,500 color clicks. Excess black & white clicks will be billed monthly at \$.009 per click. Excess color clicks will be billed monthly at \$.0495 per click. All toner, parts, and labor included (excludes paper and staples). Initial IT set up included.

Hart Office Solutions also offers Managed IT Services Agreements. If interested, please contact us for a Free analysis and quote.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark/brother digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service, and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement.

Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 10%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved from the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

Customer Name (printed): Lewis County Commission

Date: _____

Customer Signature (acceptance): _____

Printed Name: _____

Title: _____