



City of Weston, WV
Regular Session City Council Meeting
Lewis County Courthouse
April 1, 2024 at 6:00 p.m.
Call In#: (415) 762-9988
Meeting ID: 482-656-4989
Pass Code: 269

AMENDED AGENDA

Full Agenda Packets Available on www.CityofWestonwv.com

- 1) Call to Order/Moment of Silence
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Visitors Section (5 Minute Time Limit)
- 5) Presentation(s)
Dr. Stewart School Levy Presentation
- 6) Approval of Minutes
Regular Session – March 4, 2024
Special Session – March 18, 2024
- 7) Receive and File Reports of City Boards, Commissions, and Outside Agencies Reports
 - A. Weston Cemetery Board - Next Meeting – Tuesday, May 14, 2024, at 4:00 p.m. at the
 - i. at the Municipal Building
 - B. Historic Landmark Commission - Next Meeting – Thursday, April 11, 2024 at 6:00 p.m.
 - i. at the Weston Fire Department
 - ii. Monday, April 1, 2024 Release Date for Façade Grant –
Friday, May 3rd, 2024 Deadline for Turning in Façade Grant
 - iii. Cemetery Grant (Day of Service and Remembrance) SHPO Dollar for Dollar Match (Action Requested)
 - C. Weston Planning Commission - Next Meeting – Wednesday, April 10, 2024 at 4:00 p.m.
 - i. at the Municipal Building.
 - D. Board of Parks and Recreation - Next Meeting – No meeting scheduled/reorganization
 - i. at the Municipal Building.
 - ii. Approval of Application for Corey Burkett for Board of Parks and Recreation
 - E. Lewis County EDA - Next Meeting – Wednesday, April 24, 2024 at 5:00 p.m.
 - i. 110 Center Avenue, Second Floor
 - F. Board of Zoning Appeals - Next Meeting – Tuesday, April 9, 2024 at 6:00 p.m.
 - i. at the Municipal Building
 - G. Code Appeals Board - Next Meeting – Thursday, April 18, 2024, 2024 at 6:00 p.m.
 - i. at the Municipal Building.
 - H. Weston Tree Commission – Next Meeting – Thursday, April 18, 2024 at 4:00 p.m.
 - i. at the Municipal Building.
 - ii. Approval of Application for Azure Stubbs for the Tree Commission
 - I. Weston Arts Council – Next Meeting – Tuesday, March 12, 2024 at 6:00 p.m.



- i. at West Hall
- J. Weston Municipal Appeals Board – 1 position for the public
- K. Outside Agencies
 - i. Neighborhood Watch – Next Meeting – Wednesday, April 3, 2024 at 6:00 p.m. held at the Weston Fire Department
 - ii. Lewis/Gilmer Solid Waste Authority - Next Meeting – Wednesday, April 17, 2024 at 6:30 p.m. in Lewis County at Jane Lew Park
- L. Known Vacancies to be Filled
 - i. Board of Zoning Appeals – 1 position – 1 alternate
 - ii. Weston Tree Commission – 1 position
- 8) Sanitary Board of Director Report
- 9) Department Reports
 - A. Finance - March Report
 - i. Transfer of \$2600 from General Fund to Vacant Structure Fund (Action Requested)
 - ii. Approval of Expense Check Detail Report for March 2024 (Action Requested)
 - iii. Set Levy Meeting on April 16, 2024 at 6:00 p.m.
 - B. Street Department – March Report in Packet.
 - i. Update on Minden Street
 - C. Police Department – March Report in Packet.
 - D. Fire Department – March Report in Packet
 - E. Building/Code/Zoning – March Report in Packet
 - i. Cat Program Progress Report
 - F. City Attorney Report
 - G. City Clerk – March Report in Packet
 - H. City Manager Report – March Report in Packet
- 10) Old Business
 - A. Reading of Ordinance 2024-02 Municipal Fee and First Due Fire Fee (Action Requested)
 - B. Ordinance 2024-05 Memorandum of Understanding with Jane Lew for Sharing of Code Enforcement Officer (Action Requested)
 - C. Setting of Dates for the Codification Meetings (Action Requested)
 - D. PEIA Plan C Incentive (Action Requested)
- 11) New Business
 - A. Awarding of Guard Rail Bids for Loftus Street at Brown Avenue Intersection, Cliff Street, Spring Street, East Second Street at High Street Intersection (Action Requested)
 - B. Street Department Purchase of a 2016 Dodge 3500 Series from Rocket Preowned Auto for \$25,000 (Action Requested)
 - C. Fire Department Purchasing of Fireworks for the 4th of July Celebration (Action Requested)
 - D. Memorial Day Parade on Saturday, May 25, 2024 (Action Requested)
- 12) Reports of City Council
- 13) Adjournment

Meeting Management Guidelines

- Regular meeting agendas will be posted and available to the public before closure two (2) days prior to the meeting.
- Persons wishing to address City Council must register before the meeting.
- Agenda items may require an executive session motioned per WV Code 6-9A-4.
- All votes are unanimous unless otherwise stated.
- Roberts Rule of Order is utilized as a guide for all Weston City Council meetings.



Weston City Council
Minutes

Lewis County Court House
117 Center Avenue
March 4, 2024

Present: Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Steven White, Debbie Gump, Herb Curtis, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Manager Joe Solberg, Chief Mike Posey, Chief Jimmy Suttle, Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commissioner Mike Starett, Sanitary Director Dee Evans.

Call to Order/Moment of Silence: Mayor Harrison-Edwards asked for a moment of silence and then called the meeting to order at 6:00 p.m.

Pledge of Allegiance: Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

Visitors Section (5 Minute Time Limit): No one signed to speak.

Presentations: No presentations given.

Approval of Minutes: Councilwoman Gump made a motion seconded by Councilman White to **approve** Regular Session Meeting Minutes of February 5, 2024 and the Special Session Meeting Minutes of February 15, 2024. **Motion carried.**

Receive and File Reports of City Boards, Commissions, and Outside Agencies: Mayor Harrison-Edwards read aloud the different meetings and times. Councilwoman Gump asked if anyone went to the Polk Creek Park and checked the equipment since it is warmer weather. AmeriCorps Program Director stated that she had not been to Polk Creek Park but was to Willow Park and they would like to have a basketball hoop. Councilwoman Rogers informed the council that the HLC will be applying for the Paul Braun Grant, and you could receive from \$200,000 up to \$750,000 with no match.

Known Vacancies to be Filled: Mayor Harrison-Edwards went over the different vacancies that needed members.

Sanitary Board of Director Report: the report was in the packet. WSB Director Evans gave the following updates:

- Phase II Sewer Project is currently in the design phase of the drying beds and worked with the accountants on Rule 42 and the rate phase of that project.
- The truck that was down is now up and running.
- Worked with the Accountants, City Manager, City Finance Manager and worked on shut off notices.
- WSB Director Evans invited everyone to the meeting on Monday, March 11, 2024 at 4:30 p.m.

Department Reports

Finance Report: Finance Manager Solberg provided the council in the packet with the Profit & Loss from July 2023 to February 2024, ARPA Funding Activity, Check Detail for February 2024, Vacant Structure Summary. Finance Manager Solberg asked to transfer \$1900 from General Fund to Vacant Structure Fund. Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** \$1900 from the General Fund to Vacant Structure. **Motion carried.**

Finance Manager Solberg requested to approve of the Check Detail Report for February 2024. Councilman White made a motion seconded by Councilwoman Rogers to **approve** the Check Detail for February 2024. **Motion carried.**

Finance Manager Solberg informed the council that the money on the CD brought in \$5000 each quarter, will not renew the CD need to determine what to spend the money on. Councilwoman Gump asked if the list was for the people who did not pay the vacant structure fee and Finance Manager Solberg confirmed that it was. Councilwoman Gump asked about the Municipal Fees and Finance Manager Solberg responded that we are at the normal range for on collecting the fees and informed about the three tools we have for collections.

Street Department Report: The February Report was in the packet. Street Commissioners Starett informed the council of the following:

- Spring Clean Up was on the back page of his report and provided a list of what cannot be taken. Street Commissioner Starett stated that if someone wanted to put a mattress or furniture to be picked up, they must have them wrapped. The Street Department will leave mattresses or furniture on the curb with a note to wrap.
- AmeriCorps Program Director Anderson spoke to the council about working with REAP trying to get tires picked up and have a container at Water Street for people to drop them off.
- Has been working with Lynx for the cameras, will be getting back with them to make they can put cameras at the different location. City Manager Stansberry informed that they are looking at our Christmas lighting locations that already have power. The tower behind TALA may be hooked up in the next couple of days and they will calibrate making sure it is pointed in the right direction. City Manager Stansberry thought that the cameras should follow in the next couple of weeks for installation. City Manager Stansberry has spoken with business owners to see if the city could plug in to the outside of there business. City Manager Stansberry and City Attorney Bailey will be working each business to spell out the rules and offer a credit on their Municipal Fees.

Police Department Report: The February Report was in the packet. Chief Posey informed the council of the following:

- Chief Posey explained the three days of data that was gathered for the speed sign data. Mayor Harrison-Edwards asked what was done with this data collected. Chief Posey answered that he can look at the times and decide if he needs to have an officer in the area.

Fire Department Report: The February Report was in the packet. Chief Suttle informed the council of the following:

- Chief Suttle stated that the Fire Marshall will be at the fire station for the five-year audit.

Building/Code/Zoning Report: The Building/Code/Zoning February Report was in the packet. The Building/Code/Zoning Enforcement Officer Lewis told the council that his report was in the packet if they had questions, he would be happy to answer. Councilman Curtis asked Building/Code/Zoning Enforcement Officer Lewis on the vacant structure list do we not have commercial businesses. City Manager Stansberry asked Building/Code/Zoning Enforcement Officer Lewis to email the council the list of businesses. Mayor Harrison-Edwards asked if Building/Code/Zoning Enforcement Officer Lewis was going to attend the Brownfields conference in Summersville, because the FEMA/Army Corp of Engineers are going to offer a simulated disaster training for first responders and government officials, it should be announced in April. Building/Code/Zoning Enforcement Officer Lewis will look into going.

Cat Program Process Report: The February Report was in the packet. Councilman Curtis asked if trapping was still going on in McGary Addition, the reply was yes and various other locations through out the city. Building/Code/Zoning Enforcement Lewis and City Attorney Bailey drafted a letter and sent it certified informing of our ordinance against feeding the feral cats ordering them to stop. Councilwoman Rogers asked if we site in our ordinance about health issues, due to people losing their pets. City Attorney Bailey stated he did not put it was a health emergency or health reason. Councilwoman Gump asked if the city was using the SNIP program to help with the cat issues. City Manager Stansberry stated that we were taking the cats to Morgantown to be spaded or neutered.

City Attorney Report: City Attorney Bailey informed the council that since the city is in budget season he will delay the codification and we will need to have a couple hard meetings and it should be completed. City Attorney Bailey informed the council that the city might have a desire to have our Municipal Election to start coinciding with the State Primary or the General Election whichever the council chooses. City Attorney Bailey had spoken with a gentleman from the Secetary of State and if we do this the city will be looking into some charter revisions to fall in line with whichever council choose. It looks like the council's terms will need to be shortened or extended, this will be the process to get on the schedule with the Primary or General Election. Councilwoman Rogers asked if we were mandated, if not why mess with it. Mayor Harrison-Edwards stated it is a way to get additional voters out, helps with cost savings. City Manager Stansberry commented on his opinion that the greatest advantage of keeping your own ballot is you can put on whatever you want on the ballot.

City Clerk Report: The February Report was in the packet.

City Manager Report: The February Report was not in the packet and City Manager Stansberry stated he will email the council his report. City Manager Stansberry informed the council of the following:

- Had a meeting with the Street Department about the different work that was being done.
- Working on different grants with the interim, the Community Block Grant targeting sidewalks from TALA corridor to West Second Street 1000 feet potentially we could get money to build within in the funding cycle. Doing an Art Power Grant for some kind of planning exercise.

- This past month we advertised for architects for the Culture Club and met with HLC to interview the candidates and will need to make a decision soon.
- Advertised for engineering firms for the Riverfront Project and Region 7 is helping with the process. Potentially a Power Art Grant could help supplement to help with the engineering cost.
- Need to get storm drain surveys to get replaced for this year.
- Worked up a price with JF Allen for Loftus and Minden, reclaiming the asphalt and the drainage on the other side.
- Worked with WSB Director Evans for two days and getting a chart of accounts for the PSC to get lined up on how we are going to start reporting our cost, expenditures, and revenue.

Councilman Curtis asked about the handrails beside the city building. Street Commissioner Starett commented that this week he is down to only three people working. Councilwoman Rogers asked if Willow Park was included in the fencing which she thought was approved through ARPA Funding. City Manager Stansberry stated that only enough was ordered to do the downtown projects to make sure we have the right fencing.

Councilwoman Gump would like to have solar lighting on the fencing and City Manager Stansberry asked Councilwoman Gump to send him a picture of what she is talking about. Councilwoman Gump asked about the lighting for the gateway entries and City Manager Stansberry stated that it was on the list as well, along with working on getting signs up. Mayor Harrison-Edwards mentioned that HubCap in an On Trac Community and they will provide planning and designing services in a thirty day turn around.

Councilwoman Gump asked if JF Allen is going to fix Water Street. City Manager Stansberry stated it is their intensions. Street Commissioner Starett went on to say that they should get started once they open for asphalt.

Councilwoman Rogers stated they tore up the road and it has not been fixed yet. Street Commissioner Starett is working on a process to eliminate cutouts from happening and not being fixed.

Councilwoman Rogers made a motion seconded by Councilman White to **approve** all department reports. **Motion carried.**

Old Business

Ordinance 2024-01 Creating the Weston Land Reuse Agency (Second Reading) (Action Requested): Councilwoman Rogers made a motion seconded by Councilman White to **approve** to have the second reading by title only of Ordinance 2024-01 Creating the Weston Land Reuse Agency. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Judy Piercy read by title only the second reading of Ordinance 2024-01 Creating the Weston Land Reuse Agency.

Councilwoman Rogers made a motion seconded by Councilman White to **approve** the second reading of Ordinance 2024-01 Creating the Weston Land Reuse Agency by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.** The first reading by title only of Ordinance 2024-01 Creating the Weston Land Reuse Agency was on February 5, 2024. The approval of the

seconded reading on March 4, 2024 of Ordinance 2024-01 Creating the Weston Land Reuse Agency by title only as if March 4, 2024.

Ordinance 2024-02 Municipal Fee and First Due Fire Fee (First Reading) (Action Requested): Councilwoman Rogers asked if anything was added from the last discussion since she had emailed with the concerns she had over the vacant lots. City Attorney Bailey referred to the definition of vacant lot and if the vacant lot is attached to the property, you own it does not get charged. City Attorney Bailey stated that if you can jump from vacant lot to vacant then back to your lot with a building on it you will only be charged for the lot that has the building. Councilwoman Gump asked what if you have a lot and a house is between your house and the vacant lot on the same block will it be charged. City Attorney Bailey stated that it would be charged because it is not connected. Councilwoman Rogers talked with the constituents that have concerns with Commercial Lots and asked if these will be reviewed every year and starting out, we should remove the vacant lot and look at it next year. Councilwoman Rogers does not want to inhibit people from purchasing the lots beside them because they would be on a different tax ticket. Councilman Curtis reiterated that if it attaches to a homeowner's property it would not be charged.

City Attorney Bailey went through the discussion of how vacant lots are charged and asked the council if they would like to take the vacant lots off the ordinance. Councilwoman Rogers stated that she would like to have it removed and revisit it next year. Councilman Curtis stated that we need to stay neutral as far as our decisions. Councilman Curtis stated that we do not need someone owning property that lives out of town and does nothing with it. City Manager Stansberry commented that everyone has a different situation. City Attorney Bailey pointed out that the only that was added was the definition of vacant lot and the description covers the connecting lot.

Councilman Curtis made a motion seconded by Councilman White to **approve** to have the first reading by title only of Ordinance 2024-02 Municipal Fee and First Due Fire. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Judy Piercy read the first reading by title only of Ordinance 2024-02 Municipal Fee and First Due Fire Fee.

Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the first reading by title only of Ordinance 2024-02 Municipal Fee and First Due Fire Fee. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

New Business

Awarding of Demolition Bids for 369 West Second Street, 313 East Second Street, 240 Wright Street, 258 Brown Avenue, 220 Arnold Street, 230 Wilson Street, and 828 Winter Avenue. (Action Requested): Building/Code/Zoning Enforcement Officer Lewis prepared a bid comparison sheet for the council and his recommendation was to award the bids to Aster Oilfield Services. Building/Code/Enforcement Officer Lewis informed the council that this will be done quickly to meet the deadline for the grant. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** to award the demolition bid for 369 West Second Street, 313 East Second Street, 240 Wright Street, 258 Brown Avenue, 220 Arnold Street, 230 Wilson Street, and 828 Winter Avenue to Aster Oilfield Services. **Motion carried.** City Manager

Stansberry told the council that some council members may not have gotten a house down on this list, but the method used was our priority list. The houses selected were ones we could get a quick agreement to get inspected for asbestos because of the deadline for the \$300,000 by the end of March.

Awarding of Mowing Bid for Cemeteries to Dave Taylor, Awarding of Mowing Rt 19 Lot, River Front, Riverbanks, and Lively Park to Epps Property Maintenance LLC, Awarding of Mowing of Willow Park, Polk Creek Park, Holt Property and Non-Compliance Lots to Robinson Lawn Care. (Action Requested) (Back up mowing if needed for Non-

Compliance Lots to Epps Property Maintenance LLC). Councilwoman Rogers asked if the city had recommendations and Building/Code/Zoning Enforcement Officer Lewis yes, Dave Taylor was the only one that bid on the cemeteries, and he did them last year. Councilwoman Gump thought the Cemetery Board was going to take care of this and Councilwoman Rogers stated the council still must approve. City Manager Stansberry stated the reason the council must approve is because the Cemetery Board does not have the funds to expend, and we are spending the General Fund Dollars to cover the mowing. Finance Manager Solberg prepared a spreadsheet detailing contracted mowing which included the various properties that need mowed. Finance Manager Solberg also showed the cost of bringing it in house with one person and a half plus equipment he recommends contracting mowing. Councilwoman Rogers asked if the mowing was going to be done weekly in the springtime and Building/Code/Zoning Enforcement Officer Lewis stated in the contract states every two weeks but also could need to be more. Building/Code/Zoning Enforcement Officer Lewis stated that we needed to watch the budget, and Councilwoman Rogers agreed but must follow our ordinance and be a good neighbor. Councilwoman Rogers asked about the riverbanks to cleaned from West Second Street to Mid Avenue Bridge. City Manager Stansberry informed the council that that riverbank was not in the bid, but we will try to mow it one time this year. Councilwoman Gump thought the city could mow it and bill the property owners. Building/Code/Zoning Enforcement Officer Lewis commented that the issue with the property is the responsibility of the DOH to mow it, but they refuse to. Councilwoman Gump stated to mow it and bill the DOH. City Manager Stansberry informed that the Street Department bought a new brush hog attachment for the skid steer that has an arm and will try to mow the bank.

Councilwoman Rogers made a motion seconded by Councilman White to **approve** awarding the mowing of the cemeteries to Dave Taylor, and awarding the mowing of Rt 19 Lot, River Front, Riverbanks and Lively Park to Epps Property Maintenance LLC, and the mowing of Willow Park, Polk Creek Park, Holt Property and Non-Compliance Lots to Robinson Lawn Care, for back up mowing for the Non-Compliance Lots to Epps Property Maintenance LLC. **Motion carried.**

Potesta \$100,000 for Phase II Sludge Removal From ARPA Funding (Action Requested):

City Manager Stansberry explained to the council that Potesta has been carrying about \$150,000 since the contract was funded for three years. They are asking for payment to help with their bookkeeping. Councilwoman Rogers made a motion seconded by Councilman White to approve \$100,000 to Potesta for Phase II Sludge Removal from the ARPA Funding. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried**

Spring Clean Up Dates on April 8 Through April 12, 2024 (Action Requested)

Street Commissioner Starett provided information in the council's packet of what he is willing to have picked up and expressed that the Street Department will be happy to pick up furniture and mattresses If the mattresses or furniture are not wrapped in plastic and tag will be left on the door telling them to call the city building, at that time the city will reschedule to have it picked if wrapped. The concept is the same as last year with each ward being on a different day and Friday as a pickup day for items that were missed. AmeriCorps Program Director Laura Anderson is working with the DEP to get tires picked up at a central location on Water Street and will find out the size of the tires. Councilwoman Gump made a motion seconded by Councilman White to **approve** the Spring Clean Up Date of April 8 through April 12. **Motion carried.**

Farmers Market Site Agreement Starting Date May 3, 2024 (Action Requested):

Councilwoman Rogers stated that she was excited for the Farmers Market to come back to Weston. City Attorney Bailey informed the council that he and AmeriCorps Program Director Anderson worked on an agreement with the Farmers Market to open on Water Street. The general concept is on Friday from 5:00 p.m. to 10:00 p.m. Councilwoman Rogers asked to be mindful of Thyme Bistro employees and their parking areas. AmeriCorps Program Director Anderson also expressed the excitement about partnership with the Farmers Market and incorporating the AmeriCorps Program and providing a market manager to help over see the market. The event is being looked at, it is an event, a family gathering opportunity. AmeriCorps Program Director Anderson stated with the city's partnership and AmeriCorps Program we will be able to secure entertainment, activities, bring in some help educators to partnership with the West Virginia Extension. The West Virginia Extension has some fun programs they would be interested in bringing to the market once a month. The Farmers Market will open from May 3 through August 31, 2024 and will set up from 5:00 p.m. to 6:00 p.m. and take down from 8:00 p.m. to 10:00 p.m. Discussion was had about the activities that the city has such as the Firemen's Festival and within the agreement we have the option to cancel the Farmers Market at anytime it effects the city's events. City Manager stated that as the negotiations with the Farmers Market they were seeking to come to Weston but had a lot of reticence because of past relationships, and a lack of a home. The Farmers Market desire is to find a permanent home that they can point to and say that Lewis County is the home. City Manager Stansberry informed the council that the agreement is for five years. Councilwoman Gump made a motion seconded by Councilman White to **approve** the Farmers Market Agreement Starting May 3rd, 2024. **Motion carried.**

Budget Presentation Fiscal Year 2025: Finance Director Solberg informed the council that a meeting is scheduled for April 18, 2024. The goal for tonight is to let you know the things we are thinking about and what you will see proposed for the April 18, 2024 meeting. Finance Director Solberg is not asking for any action tonight but would like you to think about what we are going over and if you have any feedback in the next two weeks, he would be happy to go over it. Finance Director Solberg gave the council a handout and went over the different columns. Finance Manger Solberg brought to the councils attention that the property tax revenue went up around \$7000 this year due to the asset values going up, and related to that you might hear that the county is seeing a larger change of their tax revenue that is because of the Oil and Gas revenue, which we do not have in city limits. Finance Manager Solberg discussed the Municipal Fees where were still included in the second column, and looking at the hopeful FY2025 they are removed entirely and replaced with the

Police Protection Fee, the Fire Protection Fee, and the Street Protection Fee with the hopeful budget looks like a \$760,000 difference. Finance Manager Solberg went over the different account line with the council showing changes and explanations. Finance Manager Solberg spoke to the council about PEIA Insurance with the different available deductibles and provided an example of what a different entity used.

Reports of Council

Mayor Harrison-Edwards handed out her report and informed the council of the following:

- She had gone today with Chris Bailey, Director of the Chamber of Commerce and Ray Smith from the Economic Development Authority to Charleston for the kickoff for the Ontrac Program.

Ward IV Councilman Curtis had a couple of complaints on the cat issues and appreciates the continuing work. Thanked City Law Enforcement for letting citizens know they are checking for property security. Councilman Curtis thought things were going well.

Ward III Councilwoman Gump would like consideration of having a biannual public meeting or quarterly public meetings, it is good to have the public come in and it would be nice around the Christmas Holiday. Councilwoman Gump informed that we talked the Street Scape Program, and we are still waiting to hear from the Transport Alternate Grant, what if we did a sponsor a decorative streetlight with the businesses. City Manager Stansberry commented that the city has allocated money for the Street Scape Program from the ARPA Funds. City Manager Stansberry thought it was more of a time issue rather than money. Councilwoman Gump commented to the fact that if we have money lighting, less activities. Councilwoman Gump reminded that the Lewis County High School Girls Basketball will be having a sendoff tomorrow morning, and the boys will be playing at Shady Springs.

Ward II Councilman White thanked the city employees for all the work they do along with the Police Department. Councilman White stated that when he calls the police with an issue it is usually solved before he can answer the email.

Ward I Councilwoman Rogers thanked all the employees for all the work they do. Councilwoman Rogers congratulated WSB Director Dee Evans for receiving the Jefferson Award, it is well deserved.

Adjournment

Councilwoman Rogers made a motion seconded by Councilman Curtis to **adjourn** at 8:24 p.m.
Motion carried.

Attest

Mayor, Kim Harrison-Edwards

City Clerk, Judy Piercy



City Council Special Session
Monday, March 18, 2024 at 6:00 p.m.
City Municipal Building

Present: Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Steven White, Debbie Gump, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Manager Joe Solberg, Chief Jimmy Suttle, Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commission Mike Starett. Jonathan Weaver from the Weston Democrat.

Call to Order: Mayor Harrison-Edwards called the meeting to order at 6:01 p.m.

Pledge of Allegiance: Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

Public Comment: No one signed up to speak.

Fiscal Year 2025 Budget (Action Requested): Finance Manager Solberg provided to the council a copy of the budget and informed that no changes have been made from the Regular Session Meeting on March 4, 2024. The copy we are going over will be the one submitted to the state and recommended the proposed FY 2025 budget. Finance Manager Solberg stated this is the groundwork for us to come back together on the third Tuesday in April and again in July to do revision number one.

Councilman White asked if the First Due Fire Fee was included and Finance Manager Solberg commented that it was not, but it is in column three as hopeful. Councilwoman Rogers asked if the mowing was included in the Parks and Recreation Line and it did not, the increase is for the AmeriCorps match for the grant.

Finance Manager Solberg explained the Coal Severance Line, which is put as for sidewalks. Finance Manager Solberg went over the PEIA Insurance and the difference from Plan A, has a lower deductible, and Plan C which has a higher deductible. Discussion was had about setting up a meeting with the employees and council to discuss a plan change and creating an HSA. Finance Manager Solberg provided examples of what they City of Elkins was proposing to their city employees. Mayor Harrison-Edwards asked if he would bring back to council a proposal, and Finance Manager Solberg stated that he would.

Finance Manager Solberg provided a handout for the council, a handout of the Business and Occupational Taxes (B & O) rates, which consisted of the maximum rate allowed to charge and what the city charges. The total was out of fourteen chargeable, eight were already at the maximum charge.

Discussion of the online payment that was required through the WVGOPAY, which should be set up and running for the Municipal Fees, but we will encourage to mail the payment to the city.

Annexation Update: Mayor Harrison-Edwards informed the council that she had spoken with Walmart's Corporate Office on annexation for the city. Mayor Harrison-Edwards explained the loss of population, industry, and the measures the council is taking to make it better. Mayor Harrison-Edwards explained that the Stonewall Jackson Hospital will relocate close to Walmart, and they will be coming into the city. Walmart Corporate Office promised to set up a set down meeting to discuss annexation.

City Manager Update: City Manager Stansberry informed the council of the following:



102 W. Second Street
Weston, WV 26452

P 304.269.6141
F 304.269.7842

Kim Harrison
Mayor

- Submitted an earmark to Manchin's office today for No. 5 in Shadybrook which will need a total rebuild of 1.2 million. The council was informed that the City of Weston has ten pumps inside the city limits and forty pumps outside the limits.
- Indicated if selected for the 1.2 million the city recognizes the responsibility for a 20% match, which is \$200,000. Mayor Harrison-Edwards asked what subaccount it was through, and City Manager Stansberry stated it was through EPA Clean Water SRF.
- Working on the camera agreement hope to have completed and to you at the next meeting. Councilwoman Rogers asked what agreement he was referring to and City Manager Stansberry stated it was the agreement with the businesses to hang cameras on the side of their buildings.

- For the Sanitary Board next month, we need to break the cost out city vs out of city customers. We have approximately ten pump stations in the city and around forty outside of city limits. The Sanitary Board will be separating those out so we can see the cost for operating the system outside the corporate limits. Nate and Brock have been working together to get our pump stations ironed out and get the meter numbers for the electricity. WSB Evans will be getting the electric bills for the last year to approximate the cost, because the accountant is waiting on those to help with the new rates.
- A draft has been made with the combination of bringing the Sanitary Board under the city umbrella and share administrative staff members. A drafted proposal changes in the ordinance to reflect that relationship better.
- Addressed a rumor that a fire fee petition that is going around town, has not seen a copy of it.
- Community Block Grant working with the interim on pairing application and have been working with Region 7. For the Community Block Grant, the city must have two public meeting will need to be held before the application is submitted and the time frame is very tight Councilwoman Rogers asked if the HubCap meeting would count as a town meeting and Nate stated it would not. City Manager Stansberry went over the procedure of advertising in the paper and how long it takes between meetings and what needs to be discussed in the meetings.
- Building/Code/Zoning Enforce Officer Lewis has a lot going on next week with Aster Oilfield Services coming to finish the demolitions before the grant deadline expires and will get the notices out to the public as quickly as possible and post on our Facebook page. Councilwoman Rogers commented that she has received feedback on the signs, the citizens do like the signs.
- On the Riverfront Project the city has received all the applicants from the engineering and architecture services. A total of eight people put in responses to the RFP and within the next couple of weeks we will sort through those and have our 5G process and pick the top three and interview those.
- The Street Department will start on potholes this week and Street Commissioner Starett stated that it would not start until next week. City Manager Stansberry informed the council that the street sweeper was out, and it showed up on Facebook that we are doing things outside city limits. City Manager Stansberry explained the different people are confused where the city limits ends. But to help purchase the street sweeper we did use storm water funds and the citizens outside of city limits pay into the storm water fund. Nate explained that we are trying to make our gateways look nice.

The City Meeting will be next Tuesday, March 26th from 6:00 p.m. to 8:00 p.m. at West Hall, this will be a public meeting to discuss the budget we passed. City Manager Stansberry is having the department heads stand up and tell the citizens what they do and what they will be doing. Also, there will be a question and answering period and we will be going over the HubCap surveys.

Councilwoman Gump asked City Manager Stansberry to give an update on the Columbia Club. City Manager Stansberry informed the council that the Mills Group was listed as the top person, and we have sent them our scope of work and they are working on the contract. City Manager Stansberry stated the State Budget was passed and we have not received any details from USDA, but they should be contacting the city.



102 W. Second Street
Weston, WV 26452

P 304.269.6141
F 304.269.7842

Kim Harrison
Mayor

Councilwoman Rogers reminded the council that the POW/MIA will be Saturday, April 6th, which is the opening day for the museum. Mayor Harrison-Edwards stated that Barbara McVaney has planned the agenda for the event.

Councilwoman Gump would like to go into the Spring Clean can we post on our website what the ordinance are for mowing grass and the porches cannot have clutter and sidewalks as a friendly reminder.

Street Commissioner Starett will be putting out yard signs letting citizens know about the spring cleanup. Mayor Harrison-Edwards reminded the city elected officials will be meeting at the city building on April 13th to pick up litter with the mayor at 10:00 a.m.



Street Commissioner Starett explained the closing of Minden Street and will be closed for some time until a decision is made on how to fix it and it is not only on the street, but it has gone on to the property beside it. Street Commissioner Starett did not think that it was all on the city's part.

Councilwoman Gump made a motion seconded by Councilman White to **adjourn** at 7:25 p.m.
Motion carried.

Attest:

Mayor, Kim Harrison-Edwards

City Clerk, Judy Piercy

Weston, the  of West Virginia

102 W. Second Street
Weston, WV 26452

P 304.269.6141
F 304.269.7842

Kim Harrison
Mayor



CITY OF WESTON BOARDS/COMMISSIONS

APPLICATION

Name: Corey Burkett

Address: 307 N River Avenue, Weston, WV 26452

Telephone: (Home) _____ (Cell) 304-932-1686

Please mark each board/commission you wish to be considered.

- Planning Commission
- Arts Council of Weston
- Historical Landmarks Commission
- Fairs and Festival Committee
- Board of Parks and Recreation
- Municipal Appeals Board
- Board of Zoning Appeals
- Weston Cemetery Board
- Weston Codes Appeal Board

Please provide a detailed summary of your experience, education and/or training that would contribute to the board and/or commission you are requesting appointment:

Hello, My name is Corey Burkett. I work for the WVDEP building treatment plants to clean up acid mine drainage. I have a BS and MS in geology and have my professional Geologist License. I enjoy hiking, running, cycling, farming, and just being outdoors. I have been an active 4-H volunteer for 13 years. I'm currently the Head XC coach at LCHS and the President of the LC Farmers Market. I have experience working with all ages groups and volunteers. I look forward to contributing to the parks and recreation experience in Weston.

Signature

04-01-2024
Date

This application will be reviewed by the City of Weston Council. You will be contacted after the Council has rendered a decision. We appreciate your interest in assisting your local government!

Revised 7/1/2021



CITY OF WESTON BOARDS/COMMISSIONS

APPLICATION

Name: Azure R. Stubbs
Address: 122 Laurel Run Rd.
Camden WV 26338
Telephone: (Home) _____ (Cell) 252-916-8503

Please mark each board/commission you wish to be considered.

- Planning Commission
- Weston Fine Arts Committee
- Historical Landmarks Commission
- Fairs and Festival Committee
- Board of Parks and Recreation
- Municipal Fee Appeals Board
- Board of Zoning Appeals
- Weston Cemetery Board
- Weston Codes Appeal Board
- Weston Tree Commission

Please provide a detailed summary of your experience, education and/or training that would contribute to the board and/or commission you are requesting appointment:

Gardening, outdoor hobbies, Girl Scouting,
would love to be involved with community
projects.
Azure.rayne87@yahoo.com

Azure Stubbs

Signature

2/29/24

Date

This application will be reviewed by the City of Weston Council. You will be contacted after the Council has rendered a decision. We appreciate your interest in assisting your local government!

Revised 9/7/23

WESTON SANITARY BOARD
702 N. MAIN AVENUE
WESTON, WV 26452
304-269-1300

COUNCIL REPORT-APRIL 2024

PROJECT UPDATES

PHASE I PROJECT

- LTCP has been review by WSB and submitted to DEP for review and approval.

PHASE II PROJECT

- The Facility Plan has been submitted
- POTESTA is progressing on the Design of the sludge drying beds with the assistance of Brock Perkins
- WSB Accountant is currently working on the required Rule 42 for this project as well as Rate Study
- Part of the funding for this project is a WDA Economic Enhancement Grant. One of the conditions of this grant require that the project be bid to the contractor by the end of December 2024.

PLANT

- Drained and Cleaned Filter Membrane System
- Cleaned UV System
- Quarterly Maintenance and Greasing
- Working with Health Department on several failing septic systems
- Working with EPA on areas of Commercial Development
- Working with POTESTA on design of Sludge Drying Beds
- Geo Tech Boring
- General Maintenance
- Daily Samples
- Chlorine Delivery
- Monthly DEP Reporting
- Meeting with Vendors

COLLECTION

- Repaired Line at 854 Cemetery Street
- Put in Tap on Old Route 33

- Inspecting Linework around new bridge
- Met with Contractors on several upcoming tie ins
- Camera/Jet work at Shriner Building
- Miss Utility on Mark-outs
- Several Jet Calls

JET CALLS

11 Total

PUMPS

- Valve Issues at Station 5. Crew scheduled to repair next week.
- Vaced out Karl Street Station
- Pulled Pumps at Station 7, Kincheloe and Dansers
- Thorough cleaning of Jordanville Station-Dumping Station
- Worked on Blowers/Drives at the Plant

DIRECTOR/OFFICE

- ≡ PSC Report has been submitted.
- ≡ Worked with Accountant on Rate Study
- ≡ Worked with Accountant on Rule 42 for Project
- ≡ Assisted City Manager with Grant Info
- ≡ Assisted EDA with Grant Info
- ≡ Prepared info for Board/Council and Attended WSB Meetings
- ≡ Attended City Council Meetings
- ≡ Compiled and submitted Master List of pump names and numbers to Finance Manager
- ≡ Working with Auditor on Audits
- ≡ Mailed over 3200 customer Bills to Residents in March
- ≡ Mailed out over 375 Past Due/Termination Letters to Customers
- ≡ Ongoing Discussions/Meetings with Potesta regarding Phase II Sludge Removal Project
- ≡ Multiple Past Due Phone Calls and Follow-Up Calls made
- ≡ Negotiating with customers for Deferred Payment Arrangements
- ≡ Weekly Department Head Meetings with City Manager/City Clerk
- ≡ Monthly Adjustments
- ≡ Accounts Payable
- ≡ Payroll Reports
- ≡ Daily/Monthly Reports
- ≡ PEIA Maintenance and Billing
- ≡ PERS Reporting/Billing
- ≡ Daily/Weekly conversations with Engineers/Region 7 regarding project
- ≡ Working with customers to obtain assistance from Mountaineer Rental for past due WSB Bills
- ≡ Taking calls for Plant to help alleviate extra work for guys at plant

Dee Evans, Director

CITY OF WESTON
Profit & Loss
July 2023 through March 2024

Jul '23 - Mar 24

Ordinary Income/Expense

Income

301.000 · PROPERTY (AD VALOREM) TAXES	324,722.47
302.000 · TAX PENALTIES & INTEREST	4,981.33
303.000 · GAS & OIL SERVANCE TAX	40,398.42
304.000 · EXCISE TAX ON UTILITIES	149,892.83
305.000 · B & O TAX	550,186.40
306.000 · WINE & LIQUOR TAX (WLP)	42,698.39
307.000 · ANIMAL CONTROL TAX	1,062.70
314.000 · Sales Tax Revenue	448,517.55
320.000 · FINES, FEES & COURT COSTS	9,215.00
321.000 · PARKING VIOLATIONS	30.00
325.000 · LICENSES	10,300.16
326.000 · PERMIT FEES	17,254.56
328.000 · FRANCHISE FEES	24,401.29
330.000 · IRP FEES	81,485.01
340.000 · Parks & Rec Revenues	430.00
341.000 · MUNICIPAL SERVICE FEES	220,301.77
342.000 · PARKING METER REVENUES	70.00
343.000 · OFF STREET PARKING	425.00
345.000 · Rents, Royalties, & Concessions	-400.00
366.000 · STATE GOVERNMENT GRANTS	156,366.15
368.000 · DONATIONS FOR NON GRANT	3,765.00
376.000 · VIDEO LOTTERY/GAMBLING INCOME	7,049.20
381.000 · REIMBURSEMENTS	38,965.80
383.000 · SALE OF FIXED ASSETS	1,128.60
389.000 · ACCIDENT REPORTS/INCIDENT	2,260.00
397.000 · Video Lottery (LVL)	15,742.30

Total Income

2,151,249.93

Gross Profit

2,151,249.93

Expense

409.000 · MAYOR'S OFFICE	
409.103 · MAYOR'S OFFICE OFFICALS SALARIE	4,000.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	306.00
409.105 · MAYOR'S TRAINING & EDUCATION	300.00
Total 409.000 · MAYOR'S OFFICE	<u>4,606.00</u>
410.00 · CITY COUNCIL	
410.103 · CITY COUNCIL OFFICAL'S SALARIES	6,400.00
410.104 · CITY COUNCIL PAYROLL TAXES	489.60
410.341 · CITY COUNCIL MATERIALS & SUPPLY	60.00
410.568 · CITY COUNCIL CONTRIBUTIONS	1,000.00
Total 410.00 · CITY COUNCIL	<u>7,949.60</u>
412.000 · CITY MANAGER	

CITY OF WESTON
Profit & Loss
July 2023 through March 2024

	Jul '23 - Mar 24
412.103 · CITY MANAGER WAGES	44,019.00
412.104 · CITY MANAGER-PAYROLL TAXES	3,293.80
412.221 · CITY MANAGER TRAINING AND ED	38.39
412.222 · CITY MANAGER DUES / SUBSCRIP	26.00
Total 412.000 · CITY MANAGER	47,377.19
413.237 · TREASURER'S FEES AND TAXES	0.00
414.000 · FINANCE OFFICE	
414.103 · FINANCE OFFICE WAGES	46,634.29
414.104 · FINANCE DEPT PAYROLL TAXES	3,458.57
414.214 · FINANCE DEPT TRAVEL	583.85
414.218 · FINANCE DEPT / POSTAGE	946.11
414.220 · FINANCE LEGAL FEES AND ADVICE	170.00
414.221 · FINANCE DEPT / TRAINING AND ED.	300.00
414.230 · FINANCE DEPT CONTRACT SERV	5,049.57
414.237 · FINANCE OTHER FEES & TAXES	2,399.03
414.341 · FINANCE DEPT / SUPPLIES	1,472.49
Total 414.000 · FINANCE OFFICE	61,013.91
415.000 · CITY CLERK'S OFFICE	
415.103 · CITY CLERK'S OFFICE - WAGES	46,245.72
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	3,505.71
415.218 · CITY CLERK'S POSTAGE	1,320.00
415.222 · CITY CLERK'S DUES & SUBSCRIPTIO	35.00
415.341 · CITY CLERKS SUPPLIES & MATERIAL	109.94
Total 415.000 · CITY CLERK'S OFFICE	51,216.37
415.216 · CITY CLERK'S OFFICE M & R EQUIP	-25.00
416.000 · POLICE JUDGE'S OFFICE	
416.103 · POLICE JUDGE'S OFFICAL'S SALARY	5,200.00
416.104 · POLICE JUDGE'S PAYROLL TAX	397.84
Total 416.000 · POLICE JUDGE'S OFFICE	5,597.84
417.000 · CITY ATTORNEY'S OFFICE	
417.103 · CITY ATTORNEY SALARIES & WAGES	23,354.85
417.104 · CITY ATTORNEY PAYROLL TAXES	1,786.65
417.218 · CITY ATTORNEY POSTAGE	8.56
417.220 · CITY ATTORNEY LEGAL FEES ADVICE	12,330.13
417.222 · CITY ATTORNEY DUES AND SUBSCRIP	2,378.60
417.223 · CITY ATTORNEY PROFESSION SERVIC	1,200.00
Total 417.000 · CITY ATTORNEY'S OFFICE	41,058.79
435.000 · REGIONAL DEVELOPMENT AUTHORITY	
435.222 · REGIONAL DEV AUTHORITY-DUES&SUB	4,545.00
Total 435.000 · REGIONAL DEVELOPMENT AUTHORITY	4,545.00
436.000 · BUILDING AND CODE	
436.103 · CODE ENFORCEMENT WAGES	28,686.22
436.104 · CODE ENFORCEMENT-PAYROLL TAX	2,147.00

CITY OF WESTON
Profit & Loss
July 2023 through March 2024

	Jul '23 - Mar 24
436.217 · CODE ENFORMENT VEHICLE MAINT	3,038.19
436.218 · CODE ENFORCEMENT POSTAGE	842.60
436.220 · CODE ENFORCEMENT LEGAL ADS	595.62
436.221 · CODE ENFORCEMENT TRAINING & ED	855.55
436.222 · CODE ENFORCEMENT / DUES & SUB	286.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC	
436.600 · CODE ENFORCEMENT TREE REMOVAL	2,975.00
436.601 · CODE ENFORCEMENT DEMOLITION SER	152,062.71
436.602 · CODE ENFORCEMENT MOWING	7,190.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC - Other	1,080.00
Total 436.230 · CODE ENFORCEMEMENT CONTRACT SVC	163,307.71
436.341 · CODE ENFORCEMENT SUPPLIES	216.30
436.343 · CODE ENFORCEMENT FUEL	552.77
436.345 · CODE ENFORCEMENT / UNIFORMS	77.97
436.650 · spayed and neutered FELINE	2,610.64
436.000 · BUILDING AND CODE - Other	35.00
Total 436.000 · BUILDING AND CODE	203,251.57
437.000 · CITY HALL PLANNING AND ZONING	
437.341 · PLAN & ZONE - SUPPLIES	199.97
Total 437.000 · CITY HALL PLANNING AND ZONING	199.97
438.000 · ELECTIONS	
438.221 · POLL WORKING TRAINING	100.00
Total 438.000 · ELECTIONS	100.00
440.000 · CITY HALL	
440.105 · CITY HALL CONTRIBUTION INSURANC	115,510.82
440.106 · CITY HALL / CPRB CONTRIBUTIONS	17,240.74
440.112 · CITY HALL WORKERS COMP	30,185.00
440.113 · CITY HALL / EYE & DENTAL INS	8,415.08
440.114 · COMMERCIAL LIABILITY INS	66,629.00
440.115 · CITY HALL / COLONIAL INS	1,324.20
440.211 · CITY HALL TELEPHONE	7,345.00
440.213 · CITY HALL UTILITIES	
440.250 · CITY HALL GAS UTILITY	2,969.55
440.251 · CITY HALL WATER	869.88
440.252 · CITY HALL SANITARY SEWAGE	325.23
440.253 · CITY HALL ELECTRIC	3,852.43
440.213 · CITY HALL UTILITIES - Other	746.86
Total 440.213 · CITY HALL UTILITIES	8,763.95
440.215 · CITY HALL M & R BLDGS & GROUNDS	530.00
440.220 · CITY HALL - ADVERTISING	3,579.50
440.221 · CITY HALL TRAINING / TUITION	683.73
440.222 · CITY HALL DUES & SUBS	1,243.25
440.226 · CITY HALL INSURANCE LIABILITY	600.00

CITY OF WESTON
Profit & Loss
July 2023 through March 2024

	Jul '23 - Mar 24
440.229 · CITY HALL COMPUTER SER & SOFTWA	13,688.82
440.230 · CITY HALL CONTRACTED SERVICES	
440.601 · City Hall Copier	5,731.19
440.230 · CITY HALL CONTRACTED SERVICES - Other	1,022.80
	6,753.99
Total 440.230 · CITY HALL CONTRACTED SERVICES	6,753.99
440.232 · CITY HALL BANK CHARGES	2,507.68
440.236 · CITY H ALL PROPERTY TAXES	1,192.76
440.240 · CITY HALL REFUNDS/REIMBURSEMENT	0.00
440.341 · CITY HALL SUPPLIES & MATERIALS	4,640.89
440.457 · CIT HALL CAPITAL OUTLAY BUILDIN	1,080.00
440.600 · CITY HALL HUBCAP	22.93
440.000 · CITY HALL - Other	32.11
	291,969.45
Total 440.000 · CITY HALL	291,969.45
700.000 · POLICE DEPARTMENT	
700.103 · POLICE SALARIES & WAGES	197,451.66
700.104 · POLICE PAYROLL TAXES	12,533.82
700.106 · POLICE RETIREMENT CPRB	9,899.47
700.107 · POLICE CONTRIBUTION TO PENSION	11,857.56
700.211 · POLICE TELEPHONE	4,934.62
700.216 · POLICE M & R EQUIPMENT	1,889.80
700.217 · POLICE M & R AUTOS/TRUCKS	8,067.47
700.218 · POLICE POSTAGE	344.45
700.221 · POLICE TRAINING & EDUCATION	4,503.84
700.222 · POLICE DUES & SUBSCRIPTION	12,610.72
700.223 · POLICE PROFESSIONAL SERVICES	329.43
700.229 · POLICE COURT COST & DAMAGES	1,890.00
700.230 · POLICE CONTRACTED SERVICES	50.00
700.323 · POLICE / COMPUTER SOFTWARE	1,523.00
700.341 · POLICE SUPPLIES & MATERIALS	5,954.72
700.343 · POLICE FUEL, OIL & TIRES	10,874.35
700.345 · POLICE UNIFORMS	2,810.45
700.350 · POLICE - K-9 EXPENSES	3,636.20
700.459 · POLICE CAPITAL OUTLAY	9,242.93
	300,404.49
Total 700.000 · POLICE DEPARTMENT	300,404.49
706.000 · FIRE DEPARTMENT	
706.103 · FIRE DEPT SALARIES & WAGES	150,794.84
706.104 · FIRE DEPT PAYROLL TAXES	5,887.52
706.106 · FIRE DEPT RETIREMENT CPRB	5,174.10
706.107 · FIRE DEPT CONTRIBUTION TO PENSI	17,620.54
706.114 · FIRE DEPARTMENT VFD INSURANCE	28,123.26
706.211 · FIRE DEPT TELEPHONE	4,138.29
706.213 · FIRE DEPT UTILITIES	
706.250 · FIRE DEPT GAS UTILITY	4,871.18

CITY OF WESTON
Profit & Loss
July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>
706.251 · FIRE DEPT WATER	358.55
706.252 · FIRE DEPT SANITARY SEWAGE	228.48
706.253 · FIRE DEPT ELECTRIC	5,789.94
Total 706.213 · FIRE DEPT UTILITIES	11,248.15
706.216 · FIRE DEPT EQUIP MAINT	7,036.27
706.217 · FD VEHICLE MAINTENANCE	1,291.26
706.223 · F D PROFESSIONAL SERVICES	2,235.00
706.343 · FIRE DEPT GAS & OIL	1,022.34
706.345 · FIRE DEPT UNIFORMS	3,028.40
706.459 · FD CAPITAL OUTLAY AUTO/EQUIP	41,326.79
Total 706.000 · FIRE DEPARTMENT	278,926.76
711.000 · COMM. CNTR/CNTRL DISPATCH	
711.230 · COMM. CENTER 911 CONTRACTED SER	29,700.00
Total 711.000 · COMM. CNTR/CNTRL DISPATCH	29,700.00
714.000 · FLOOD CONTROL/SOIL CONSV	
714.230 · POLK CREEK WATER SHED AGREEMENT	4,400.00
Total 714.000 · FLOOD CONTROL/SOIL CONSV	4,400.00
715.000 · FIRE HYDRANTS	
715.251 · FIRE HYDRANT WATER UTILITY	4,481.73
Total 715.000 · FIRE HYDRANTS	4,481.73
750.000 · STREET DEPARTMENT	
750.103 · STREETS & HWY SALARIES & WAGES	190,511.08
750.104 · STREETS & HWY PAYROLL TAX	14,157.54
750.213 · STREETS & HWY UTILITIES	
750.250 · STREET DEPT GAS UTILITY	8,809.07
750.251 · STREET DEPT WATER	1,057.55
750.252 · STREET DEPT SANITARY SEWAGE	701.91
750.253 · STREET DEPT / ELECTRIC	2,016.11
750.213 · STREETS & HWY UTILITIES - Other	98.37
Total 750.213 · STREETS & HWY UTILITIES	12,683.01
750.214 · STREET DEPT TRAVEL	329.46
750.215 · STREETS & HWY BLDG & GROUNDS	4,577.57
750.216 · STREETS & HWY M & R EQUIPMENT	9,153.09
750.217 · STREETS & HWY M & R AUTOS & TRU	7,990.69
750.219 · STREETS & HWY BLDG & EQUIP RENT	1,053.99
750.230 · STREETS & HWY CONTRACTED SERVIC	
750.232 · STREET DEPT CHRISTMAS LIGHTS	1,097.71
Total 750.230 · STREETS & HWY CONTRACTED SERVIC	1,097.71
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	5,949.34
750.601 · STREET DEPT STONE	3,286.98
750.341 · STREETS & HWY SUPPLIES & MAT - Other	668.98
Total 750.341 · STREETS & HWY SUPPLIES & MAT	9,905.30

CITY OF WESTON
Profit & Loss
July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>
750.343 · STREETS & HWY FUEL, OIL & TIRES	10,515.55
750.345 · STREET DEPT UNIFORMS	1,518.46
750.459 · STREETS & HWY CAPITAL OUTLAY	63,900.00
Total 750.000 · STREET DEPARTMENT	327,393.45
751.000 · STREET LIGHTS	
751.213 · STREET LIGHTS UTILITIES	51,726.11
Total 751.000 · STREET LIGHTS	51,726.11
752.000 · SIGNS AND SIGNALS	
752.213 · SIGNS & SIGNALS UTILITIES	1,846.44
752.341 · SIGNS & SIGNALS SUPPLIES & MAT	1,504.58
Total 752.000 · SIGNS AND SIGNALS	3,351.02
753.000 · STREETS SNOW REMOVAL	
753.341 · SNOW REMOVAL SUPPLIES	14,396.60
Total 753.000 · STREETS SNOW REMOVAL	14,396.60
755.000 · STREET CONSTRUCTION	
755.230 · Street Const-Contracted Svcs	163,876.05
755.341 · STREET CONST. SUPPLIES	6,195.72
Total 755.000 · STREET CONSTRUCTION	170,071.77
756.000 · STREET CLEANING	
756.341 · ST. CLEANING SUPPLIES	2,640.67
Total 756.000 · STREET CLEANING	2,640.67
757.000 · SIDEWALKS	
757.341 · SIDEWALKS / SUPPLIES	2,298.07
Total 757.000 · SIDEWALKS	2,298.07
805.000 · STORMSEWER	
805.219 · STORMWATER RENTAL EQUIP	500.00
805.341 · STORM SEWER / SUPPLIES	19,798.27
Total 805.000 · STORMSEWER	20,298.27
900.000 · Parks and Recreation	
900.219 · REC. BUILDING & EQUIPT RENTALS	5,653.00
900.230 · RECREATION CONTRACTED SERVICES	
900.630 · RECREATION MOWING SERVICES	6,275.00
900.230 · RECREATION CONTRACTED SERVICES - Other	2,930.00
Total 900.230 · RECREATION CONTRACTED SERVICES	9,205.00
900.341 · RECREATION SUPPLIES	7,243.85
Total 900.000 · Parks and Recreation	22,101.85
911.000 · HISTORIC LANDMARKS COMMISSION	
911.230 · HISTORICAL COMM. CON. SERVICES	15,166.83
911.600 · HLC - REIMB. & OUTSIDE GRANTS	3,145.73
Total 911.000 · HISTORIC LANDMARKS COMMISSION	18,312.56
950.000 · BEAUTIFICATION	
950.341 · BEAUTIFICATION-SUPPLIES	14,931.90
950.000 · BEAUTIFICATION - Other	-300.00

CITY OF WESTON
Profit & Loss
 July 2023 through March 2024

	<u>Jul '23 - Mar 24</u>
Total 950.000 · BEAUTIFICATION	14,631.90
952.000 · CEMETERIES	
952.103 · CEMETARY / SALARIES	1,600.00
952.104 · CEMETARY / PAYROLL TAXES	122.40
952.230 · CEMETERIES CONTRACTED SERVICES	
952.600 · Mowing at Machpelah	14,200.00
952.601 · Mowing at Arnold	2,160.00
Total 952.230 · CEMETERIES CONTRACTED SERVICES	<u>16,360.00</u>
952.341 · Cemetary materials & supplies	360.83
Total 952.000 · CEMETERIES	<u>18,443.23</u>
Total Expense	<u>2,002,439.17</u>
Net Ordinary Income	148,810.76
Other Income/Expense	
Other Income	
Management Review	-28.56
Total Other Income	<u>-28.56</u>
Net Other Income	<u>-28.56</u>
Net Income	<u><u>148,782.20</u></u>

City of Weston
Consolidated Fund Balance Sheet
As of March 31, 2024

001 • General Fund	
Huntington Checking 8454	212,791.39
Huntington Checking 8506 (Payroll Clearing)	35,803.42
Citizens Bank CD 3735 5.36% Mat.05.29.2023	<u>300,000.00</u>
Total General Fund	<u><u>548,594.81</u></u>
002 • Coal Severance Fund	
Huntington Checking 8409	24,941.18
Citizens Bank CD 3734 5.36% Mat.05.29.2023	<u>35,000.00</u>
Total Coal Severance Fund	<u><u>59,941.18</u></u>
003 • Rainy Day Fund	
Huntington Checking 4364	995.16
Citizens Bank CD 3736 5.36% Mat.05.29.2023	<u>100,000.00</u>
Total Rainy Day Fund	<u><u>100,995.16</u></u>
006 • Parks and Recreation Fund	
Huntington Checking 0624	<u>2,347.54</u>
Total Parks and Recreation Fund	<u><u>2,347.54</u></u>
036 • Offset/Holding Account Fund	
Huntington Checking 8823	<u>2,392.89</u>
Total Offset/Holding Account Fund	<u><u>2,392.89</u></u>
037 • Police Equipment Fund	
Huntington Checking 1076	<u>9,918.00</u>
Total Police Equipment Fund	<u><u>9,918.00</u></u>
073 • ARPA Fund	
Citizens Bank Checking 6493	95,778.35
Citizens Bank CD 5.36% Mat.05.29.2023	<u>400,000.00</u>
Total ARPA Fund	<u><u>495,778.35</u></u>
250 • Vacant Structures Fund	
Huntington Checking 0967	7,660.00
Citizens Bank CD 3737 5.36% Mat.05.29.2023	<u>15,000.00</u>
Total Vacant Structures Fund	<u><u>22,660.00</u></u>
510 • K-9 Fund	
Huntington Checking 0149	<u>378.70</u>
Total K-9 Fund	<u><u>378.70</u></u>
Opioid Settlement Money	
Huntington Checking 1076	<u>6,557.38</u>
Total Opioid Settlement Money	<u><u>6,557.38</u></u>



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Huntington Public Funds Analyzed Checking

Account: -----8454

Statement Activity From:		Beginning Balance	\$364,223.59
03/01/24 to 03/31/24		Credits (+)	98,437.14
		Regular Deposits	83,847.56
		Electronic Deposits	14,589.58
Days in Statement Period	31	Debits (-)	249,869.34
Average Ledger Balance*	286,176.74	Regular Checks Paid	104,821.06
Average Collected Balance*	278,783.71	Electronic Withdrawals	144,915.11
* The above balances correspond to the service charge cycle for this account.		Service Charges	133.17
		Ending Balance	\$212,791.39

Deposits (+)

Account:-----8454

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
03/07	16,474.00		Brch/ATM	03/22	55,553.98		Brch/ATM
03/07	1,683.90		Brch/ATM	03/22	8,785.93		Brch/ATM
03/07	1,349.75		Brch/ATM				

Other Credits (+)

Account:-----8454

Date	Amount	Description
03/01	627.00	INTUIT 23481185 DEPOSIT 240301 524771998921412
03/04	235.00	INTUIT 36890965 DEPOSIT 240302 524771998921412
03/05	4,782.51	WVTREASURY VENDOR 240305 000000211704 NTE*AUTO2401483773 *PUTT20240228754 86 *000000211704
03/05	994.00	INTUIT 47449935 DEPOSIT 240305 524771998921412
03/06	438.00	INTUIT 54060005 DEPOSIT 240306 524771998921412
03/07	405.00	INTUIT 61358835 DEPOSIT 240307 524771998921412
03/11	263.00	INTUIT 71873035 DEPOSIT 240309 524771998921412
03/13	245.00	INTUIT 86325665 DEPOSIT 240313 524771998921412
03/14	1,888.00	INTUIT 90969735 DEPOSIT 240314 524771998921412
03/18	865.80	WVTREASURY LOTTBLGAME 240318 721020
03/18	50.00	INTUIT 01628295 DEPOSIT 240316 524771998921412
03/18	23.64	WVTREASURY LOTTGRNBRI 240318 721020
03/19	543.30	INTUIT 10727165 DEPOSIT 240319 524771998921412

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Other Credits (+)

Account:-----8454

Date	Amount	Description
03/20	105.00	INTUIT 16453755 DEPOSIT 240320 524771998921412
03/22	50.00	INTUIT 27138465 DEPOSIT 240322 524771998921412
03/26	2,023.33	WVTREASURY LOT LVL CR 240326 621020
03/26	163.00	INTUIT 39935235 DEPOSIT 240326 524771998921412
03/27	585.00	INTUIT 45709025 DEPOSIT 240327 524771998921412
03/28	75.00	INTUIT 51876515 DEPOSIT 240328 524771998921412
03/29	228.00	INTUIT 56007075 DEPOSIT 240329 524771998921412

Checks (-)

Account:-----8454

Date	Amount	Check #	Date	Amount	Check #
03/11	4,540.32	18139	03/15	674.60	18222
03/08	4,503.47	18161*	03/14	188.16	18223
03/01	374.79	18167*	03/22	1,326.27	18224
03/19	1,188.00	18192*	03/25	170.90	18225
03/22	6,600.00	18199*	03/22	2,265.88	18226
03/01	273.77	18201*	03/27	126.90	18227
03/05	19,302.54	18202	03/21	13.09	18228
03/04	243.06	18203	03/22	58.93	18229
03/04	175.20	18205*	03/27	289.00	18230
03/07	241.38	18207*	03/25	3,245.00	18231
03/08	2,344.76	18208	03/25	4,400.00	18232
03/07	50.00	18210*	03/28	497.97	18233
03/18	1,218.00	18211	03/28	3,900.00	18235*
03/13	125.00	18212	03/29	350.00	18238*
03/11	1,778.03	18213	03/29	360.30	18239
03/08	217.57	18214	03/28	80.00	18240
03/20	888.12	18215	03/28	60.73	18242*
03/05	48.88	18216	03/28	610.00	18243
03/11	270.19	18217	03/22	475.54	18244
03/19	431.00	18218	03/29	47.25	18245
03/27	2,500.00	18219	03/28	1,548.90	18246
03/14	5,615.84	18220	03/28	25,000.00	18251*
03/12	6,201.72	18221			

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-)

Account:-----8454

Date	Amount	Description
03/01	21.57	INTUIT 34982015 TRAN FEE 240301 524771998921412
03/01	662.10	COLONIAL LIFE INS. PREM. 240227 E3073046

Other Debits (-)

Account:-----8454

Date	Amount	Description
03/04	8.02	INTUIT 49303845 TRAN FEE 240302 524771998921412
03/04	20.00	INTUIT 41229525 ACCT FEE 240302 524771998921412
03/05	33.31	INTUIT 60130305 TRAN FEE 240305 524771998921412
03/05	867.00	WVTREASURY PEIAPREAUT 240305 803238810PEIA
03/05	41,568.14	WVTREASURY PEIAPREAUT 240305 803238810PEIA
03/06	14.77	INTUIT 66446725 TRAN FEE 240306 524771998921412
03/06	3,410.98	WVTREASURY CPRB WEB 240306 P23100
03/07	13.46	INTUIT 73936775 TRAN FEE 240307 524771998921412
03/07	1,734.00	WVTREASURY PEIAPREAUT 240307 803238810PEIA
03/07	20,458.08	WVTREASURY PEIAPREAUT 240307 803238810PEIA
03/11	8.92	INTUIT 84485775 TRAN FEE 240309 524771998921412
03/13	1,900.00	BUS ONL TFR TO CHECKING 031324 XXXXXXX0967
03/13	8.34	INTUIT 98881905 TRAN FEE 240313 524771998921412
03/14	61.17	INTUIT 03553415 TRAN FEE 240314 524771998921412
03/14	496.00	WVTREASURY COURTFEES 240314 MUN1350
03/15	133.17	PRIOR MONTH'S SERVICE CHARGES
03/18	1.85	INTUIT 14133795 TRAN FEE 240316 524771998921412
03/18	12,145.74	U.S. BANK PAYMENT 240315 448473455001746
03/19	18.14	INTUIT 23304065 TRAN FEE 240319 524771998921412
03/19	951.50	WVTREASURY CPRB WEB 240319 F23100
03/19	2,637.18	WVTREASURY CPRB WEB 240319 P23100
03/20	3.86	INTUIT 28976975 TRAN FEE 240320 524771998921412
03/22	1.85	INTUIT 39629095 TRAN FEE 240322 524771998921412
03/25	1,936.38	Standard of Oreg CM00DD CM0000410881
03/26	5.47	INTUIT 52427325 TRAN FEE 240326 524771998921412
03/27	41,210.79	BUS ONL TFR TO CHECKING 032724 XXXXXXX8506
03/27	5,634.21	BUS ONL TFR TO CHECKING 032724 XXXXXXX8506
03/27	8,057.71	BUS ONL TFR TO CHECKING 032724 XXXXXXX8506
03/27	20.22	INTUIT 58151075 TRAN FEE 240327 524771998921412
03/28	2.90	INTUIT 64242055 TRAN FEE 240328 524771998921412
03/28	993.15	COLONIAL LIFE INS. PREM. 240326 E3073046
03/29	8.30	INTUIT 68419075 TRAN FEE 240329 524771998921412

Balance Activity

Account:-----8454

Date	Balance	Date	Balance	Date	Balance
02/29	364,223.59	03/11	288,291.44	03/20	257,124.79
03/01	363,518.36	03/12	282,089.72	03/21	257,111.70
03/04	363,307.08	03/13	280,301.38	03/22	310,773.14
03/05	307,263.72	03/14	275,828.21	03/25	301,020.86
03/06	304,275.97	03/15	275,020.44	03/26	303,201.72
03/07	301,691.70	03/18	262,594.29	03/27	245,947.89
03/08	294,625.90	03/19	257,911.77	03/28	213,329.24



Balance Activity

Account:-----8454

Date	Balance	Date	Balance	Date	Balance
03/29	212,791.39				

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Huntington Public Funds Economy Checking

Account: -----8506

Statement Activity From:		Beginning Balance	\$30,015.70
03/01/24 to 03/31/24		Credits (+)	107,812.72
		Electronic Deposits	107,812.72
Days in Statement Period	31	Debits (-)	102,025.00
		Regular Checks Paid	3,534.18
Average Ledger Balance*	43,922.57	Electronic Withdrawals	89,770.18
Average Collected Balance*	43,922.57	Wire Transfer Debits	8,720.64
* The above balances correspond to the service charge cycle for this account.		Total Service Charges (-)	0.00
		Ending Balance	\$35,803.42

Other Credits (+)

Account:-----8506

Date	Amount	Description
03/05	8,057.71	FID BKG SVC LLC ACH 240305 676996093 21RP7
03/05	5,634.21	FID BKG SVC LLC ACH 240305 676996100 21RP4
03/08	39,218.09	FID BKG SVC LLC ACH 240308 676996100 222RF
03/27	41,210.79	BUS ONL TFR FRM CHECKING 032724 XXXXXXXX8454
03/27	8,057.71	BUS ONL TFR FRM CHECKING 032724 XXXXXXXX8454
03/27	5,634.21	BUS ONL TFR FRM CHECKING 032724 XXXXXXXX8454

Checks (-)

Account:-----8506

Date	Amount	Check #	Date	Amount	Check #
03/04	1,350.68	10112	03/06	2,183.50	10113

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-)

Account:-----8506

Date	Amount	Description
03/14	10,378.70	ADP Tax ADP Tax 240314 09VJH 031411A01
03/14	32,314.68	ADP WAGE PAY WAGE PAY 240314 412570940642VJH
03/19	6,266.99	WVTREASURY CPRB WEB 240319 X23100

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Other Debits (-)

Account:-----8506

Date	Amount	Description
03/22	125.57	ADP PAYROLL FEES ADP FEES 240322 768091645915
03/22	363.15	ADP PAYROLL FEES ADP FEES 240322 768091645916
03/27	4,000.53	OUTGOING FEDWIRE TRANSFER - FREEFORM
03/27	4,720.11	OUTGOING FEDWIRE TRANSFER - FREEFORM
03/28	283.00	ADP Tax ADP Tax 240328 09XGX 032913A01
03/28	694.00	ADP Tax ADP Tax 240328 09XKC 032913A01
03/28	9,536.95	ADP Tax ADP Tax 240328 09VJH 032813A01
03/28	29,807.14	ADP WAGE PAY WAGE PAY 240328 768091767696VJH

Service Charge Summary

Account:-----8506

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

Balance Activity

Account:-----8506

Date	Balance	Date	Balance	Date	Balance
02/29	30,015.70	03/08	79,391.53	03/27	76,124.51
03/04	28,665.02	03/14	36,698.15	03/28	35,803.42
03/05	42,356.94	03/19	30,431.16		
03/06	40,173.44	03/22	29,942.44		

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Account: -----8409

Statement Activity From:		Beginning Balance	\$24,951.18
03/01/24 to 03/31/24		Total Service Charges (-)	10.00
		Ending Balance	\$24,941.18
Days in Statement Period	31		
Average Ledger Balance*	24,945.69		
Average Collected Balance*	24,945.69		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Detail

Account:-----8409

Date	Service Charge (-)	Waives and Discounts (+)	Description
03/15	10.00		BUSINESS ONLINE SERVICE FEES

Service Charge Summary

Account:-----8409

Previous Month Service Charges (-)	\$10.00
Total Service Charges (-)	\$10.00

Balance Activity

Account:-----8409

Date	Balance	Date	Balance	Date	Balance
02/29	24,951.18	03/15	24,941.18		

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Huntington Public Funds Economy Checking

Account: -----8823

Statement Activity From: 03/01/24 to 03/31/24		Beginning Balance	\$2,392.89
Days in Statement Period	31	Credits (+)	1.00
Average Ledger Balance*	2,392.89	Regular Deposits	1.00
Average Collected Balance*	2,392.89	Debits (-)	1.00
* The above balances correspond to the service charge cycle for this account.		Other Debits	1.00
		Total Service Charges (-)	0.00
		Ending Balance	\$2,392.89

Deposits (+)

Account:-----8823

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
03/08	1.00	177818970	Brch/ATM				

Other Debits (-)

Account:-----8823

Date	Amount	Description
03/08	1.00	MISCELLANEOUS DEBIT

Service Charge Summary

Account:-----8823

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

Balance Activity

Account:-----8823

Date	Balance	Date	Balance	Date	Balance
02/29	2,392.89	03/08	2,392.89		

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Huntington Public Funds Economy Checking

Account: -----0149

Statement Activity From:		Beginning Balance	\$378.70
03/01/24 to 03/31/24		Total Service Charges (-)	0.00
		Ending Balance	\$378.70
Days in Statement Period	31		
Average Ledger Balance*	378.70		
Average Collected Balance*	378.70		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Summary

Account:-----0149

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00


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Huntington Public Funds Economy Checking

Account: -----0624

Statement Activity From:		Beginning Balance	\$2,347.54
03/01/24 to 03/31/24		Total Service Charges (-)	0.00
		Ending Balance	\$2,347.54
Days in Statement Period	31		
Average Ledger Balance*	2,347.54		
Average Collected Balance*	2,347.54		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Summary

Account:-----0624

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

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Balancing Your Statement - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.

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CITY OF WESTON
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 WESTON WV 26452-1601

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Huntington Public Funds Economy Checking

Account: -----1076

Statement Activity From:		Beginning Balance	\$16,475.38
03/01/24 to 03/31/24		Total Service Charges (-)	0.00
		Ending Balance	\$16,475.38
Days in Statement Period	31		
Average Ledger Balance*	16,475.38		
Average Collected Balance*	16,475.38		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Summary

Account:-----1076

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

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Huntington Public Funds Economy Checking

Account: -----4364

Statement Activity From:		Beginning Balance	\$995.16
03/01/24 to 03/31/24		Total Service Charges (-)	0.00
		Ending Balance	\$995.16
Days in Statement Period	31		
Average Ledger Balance*	995.16		
Average Collected Balance*	995.16		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Summary

Account:-----4364

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00


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Huntington Public Funds Economy Checking

Account: -----0967

Statement Activity From: 03/01/24 to 03/31/24		Beginning Balance	\$5,760.00
Days in Statement Period 31		Credits (+)	1,900.00
Average Ledger Balance* 6,924.51		Electronic Deposits	1,900.00
Average Collected Balance* 6,924.51		Total Service Charges (-)	0.00
* The above balances correspond to the service charge cycle for this account.		Ending Balance	\$7,660.00

Other Credits (+)

Account:-----0967

Date	Amount	Description
03/13	1,900.00	BUS ONL TFR FRM CHECKING 031324 XXXXXXX8454

Service Charge Summary

Account:-----0967

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

Balance Activity

Account:-----0967

Date	Balance	Date	Balance	Date	Balance
02/29	5,760.00	03/13	7,660.00		

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CITY OF WESTON
Vacant Structures Income
 March 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
326.000 · PERMIT FEES					
Invoice	03/04/2024	124	ARNOLD 350 Milligan, Kirsten	vacant or partially vacant building/ 1ST YEAR/3RD C	150.00
Invoice	03/04/2024	124	ARNOLD 350 Milligan, Kirsten	vacant or partially vacant building	150.00
Invoice	03/04/2024	124	ARNOLD 350 Milligan, Kirsten	vacant or partially vacant building/ 2ND YEAR 1ST C	300.00
Invoice	03/08/2024	201	MAIN 201 Citizens Bank of Weston	vacant or partially vacant building/ 1ST YEAR 1ST Q	150.00
Invoice	03/08/2024	201	MAIN 201 Citizens Bank of Weston	vacant or partially vacant building/ 1ST YEAR 2ND C	150.00
Invoice	03/11/2024	169	SECOND 397W LANG, SUSAN	vacant or partially vacant building/ 2ND YEAR 1ST C	300.00
Invoice	03/20/2024	38	Montgomery 38, Frame Brenda	vacant or partially vacant building	250.00
Invoice	03/20/2024	38	Montgomery 38, Frame Brenda	vacant or partially vacant building	150.00
Invoice	03/20/2024	38	Montgomery 38, Frame Brenda	vacant or partially vacant building	150.00
Invoice	03/20/2024	38	Montgomery 38, Frame Brenda	vacant or partially vacant building	150.00
Invoice	03/20/2024	38	Montgomery 38, Frame Brenda	vacant or partially vacant building/ 2ND YEAR 1ST C	300.00
Invoice	03/26/2024	143	SPRING 309 QUEEN SCOTTIE L.	vacant or partially vacant building	250.00
Invoice	03/26/2024	170	COTTAGE 262 LANGFORD, STEVEN & SUSAN LA	vacant or partially vacant building/ 1ST YEAR 1 ST C	150.00
Total 326.000 · PERMIT FEES					2,600.00
TOTAL					2,600.00

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	CCADJ	03/01/2024			101.1 · GENERAL FUNDS 01521008454		-8.02
					440.232 · CITY HALL BANK CHARGES	-8.02	8.02
TOTAL						-8.02	8.02
Check	CCADJ	03/04/2024			101.1 · GENERAL FUNDS 01521008454		-33.31
					440.232 · CITY HALL BANK CHARGES	-33.31	33.31
TOTAL						-33.31	33.31
Check	CCADJ	03/05/2024			101.1 · GENERAL FUNDS 01521008454		-14.77
					440.232 · CITY HALL BANK CHARGES	-14.77	14.77
TOTAL						-14.77	14.77
Check	CCADJ	03/06/2024			101.1 · GENERAL FUNDS 01521008454		-13.46
					440.232 · CITY HALL BANK CHARGES	-13.46	13.46
TOTAL						-13.46	13.46
Check	CCADJ	03/08/2024			101.1 · GENERAL FUNDS 01521008454		-8.92
					440.232 · CITY HALL BANK CHARGES	-8.92	8.92
TOTAL						-8.92	8.92
Check	CCADJ	03/12/2024			101.1 · GENERAL FUNDS 01521008454		-8.34
					440.232 · CITY HALL BANK CHARGES	-8.34	8.34
TOTAL						-8.34	8.34
Check	CCADJ	03/13/2024			101.1 · GENERAL FUNDS 01521008454		-61.17
					440.232 · CITY HALL BANK CHARGES	-61.17	61.17
TOTAL						-61.17	61.17
Check	CCADJ	03/15/2024			101.1 · GENERAL FUNDS 01521008454		-1.85

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					440.232 · CITY HALL BANK CHARGES	-1.85	1.85
TOTAL						-1.85	1.85
Check	CCADJ	03/18/2024			101.1 · GENERAL FUNDS 01521008454		-18.14
					440.232 · CITY HALL BANK CHARGES	-18.14	18.14
TOTAL						-18.14	18.14
Check	CCADJ	03/19/2024			101.1 · GENERAL FUNDS 01521008454		-3.86
					440.232 · CITY HALL BANK CHARGES	-3.86	3.86
TOTAL						-3.86	3.86
Check	CCADJ	03/21/2024			101.1 · GENERAL FUNDS 01521008454		-1.85
					440.232 · CITY HALL BANK CHARGES	-1.85	1.85
TOTAL						-1.85	1.85
Check	CCADJ	03/25/2024			101.1 · GENERAL FUNDS 01521008454		-5.47
					440.232 · CITY HALL BANK CHARGES	-5.47	5.47
TOTAL						-5.47	5.47
Bill Pmt -Check	18207	03/01/2024	AT&T Mobility (FirstNet)		101.1 · GENERAL FUNDS 01521008454		-241.38
Bill		02/11/2024			706.211 · FIRE DEPT TELEPHONE	-241.38	241.38
TOTAL						-241.38	241.38
Bill Pmt -Check	18208	03/01/2024	Hope Gas		101.1 · GENERAL FUNDS 01521008454		-2,344.76
Bill		02/23/2024			750.250 · STREET DEPT GAS UTILITY	-301.69	301.69
Bill		02/23/2024			440.250 · CITY HALL GAS UTILITY	-416.30	416.30
Bill		02/23/2024			750.250 · STREET DEPT GAS UTILITY	-712.90	712.90
Bill		02/23/2024			750.250 · STREET DEPT GAS UTILITY	-271.11	271.11
Bill		03/18/2024			706.250 · FIRE DEPT GAS UTILITY	-478.90	478.90
Bill		03/18/2024			706.250 · FIRE DEPT GAS UTILITY	-163.86	163.86
TOTAL						-2,344.76	2,344.76

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	18209	03/01/2024	Laura Anderson		101.1 · GENERAL FUNDS 01521008454		-136.24
Bill		02/11/2024			414.214 · FINANCE DEPT TRAVEL	-136.24	136.24
TOTAL						-136.24	136.24
Bill Pmt -Check	18210	03/01/2024	Lewis County Fire Board		101.1 · GENERAL FUNDS 01521008454		-50.00
Bill		02/21/2024			440.236 · CITY H ALL PROPERTY TAXES	-50.00	50.00
TOTAL						-50.00	50.00
Bill Pmt -Check	18211	03/01/2024	Markl Supply Company		101.1 · GENERAL FUNDS 01521008454		-1,218.00
Bill		02/16/2024			700.341 · POLICE SUPPLIES & MATERIALS	-1,218.00	1,218.00
TOTAL						-1,218.00	1,218.00
Bill Pmt -Check	18212	03/01/2024	McCarty's Portable Toilets		101.1 · GENERAL FUNDS 01521008454		-125.00
Bill		02/29/2024			900.230 · RECREATION CONTRACTED SERVICE	-125.00	125.00
TOTAL						-125.00	125.00
Bill Pmt -Check	18213	03/01/2024	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-1,778.03
Bill		02/23/2024			706.253 · FIRE DEPT ELECTRIC	-997.98	997.98
Bill		02/23/2024			706.253 · FIRE DEPT ELECTRIC	-102.66	102.66
Bill		02/26/2024			752.213 · SIGNS & SIGNALS UTILITIES	-18.81	18.81
Bill		02/27/2024			750.253 · STREET DEPT / ELECTRIC	-129.30	129.30
Bill		02/27/2024			750.253 · STREET DEPT / ELECTRIC	-65.36	65.36
Bill		02/27/2024			440.253 · CITY HALL ELECTRIC	-310.64	310.64
Bill		02/27/2024			751.213 · STREET LIGHTS UTILITIES	-37.28	37.28
Bill		02/27/2024			752.213 · SIGNS & SIGNALS UTILITIES	-16.48	16.48
Bill		02/27/2024			751.213 · STREET LIGHTS UTILITIES	-41.91	41.91
Bill		02/27/2024			752.213 · SIGNS & SIGNALS UTILITIES	-21.62	21.62
Bill		02/27/2024			751.213 · STREET LIGHTS UTILITIES	-11.11	11.11
Bill		02/27/2024			752.213 · SIGNS & SIGNALS UTILITIES	-24.88	24.88
TOTAL						-1,778.03	1,778.03
Bill Pmt -Check	18214	03/01/2024	Quill		101.1 · GENERAL FUNDS 01521008454		-217.57

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		02/14/2024			440.341 · CITY HALL SUPPLIES & MATERIALS	-17.67	17.67
					440.341 · CITY HALL SUPPLIES & MATERIALS	-199.90	199.90
TOTAL						-217.57	217.57
Bill Pmt -Check	18215	03/01/2024	The Standard Life Insurance Company		101.1 · GENERAL FUNDS 01521008454		-888.12
Bill		02/14/2024			440.113 · CITY HALL / EYE & DENTAL INS	-888.12	888.12
TOTAL						-888.12	888.12
Bill Pmt -Check	18216	03/01/2024	Weston Democrat, Inc..		101.1 · GENERAL FUNDS 01521008454		-48.88
Bill		02/21/2024			436.220 · CODE ENFORCEMENT LEGAL ADS	-48.88	48.88
TOTAL						-48.88	48.88
Bill Pmt -Check	18217	03/01/2024	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-270.19
Bill		02/23/2024			751.213 · STREET LIGHTS UTILITIES	-30.44	30.44
Bill		02/23/2024			751.213 · STREET LIGHTS UTILITIES	-146.46	146.46
Bill		02/23/2024			752.213 · SIGNS & SIGNALS UTILITIES	-68.88	68.88
Bill		02/23/2024			752.213 · SIGNS & SIGNALS UTILITIES	-18.81	18.81
Bill		02/23/2024			751.213 · STREET LIGHTS UTILITIES	-5.60	5.60
TOTAL						-270.19	270.19
Bill Pmt -Check	18218	03/07/2024	Hart Office		101.1 · GENERAL FUNDS 01521008454		-431.00
Bill		02/29/2024			440.601 · City Hall Copier	-431.00	431.00
TOTAL						-431.00	431.00
Bill Pmt -Check	18219	03/07/2024	Lewis County First		101.1 · GENERAL FUNDS 01521008454		-2,500.00
Bill		02/29/2024			911.230 · HISTORICAL COMM. CON. SERVICES	-2,500.00	2,500.00
TOTAL						-2,500.00	2,500.00
Bill Pmt -Check	18220	03/07/2024	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-5,615.84
Bill		02/29/2024			751.213 · STREET LIGHTS UTILITIES	-30.44	30.44
Bill		02/29/2024			751.213 · STREET LIGHTS UTILITIES	-5,340.25	5,340.25
Bill		02/29/2024			751.213 · STREET LIGHTS UTILITIES	-146.46	146.46

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		02/29/2024			750.253 · STREET DEPT / ELECTRIC	-5.40	5.40
Bill		02/29/2024			752.213 · SIGNS & SIGNALS UTILITIES	-68.88	68.88
Bill		02/29/2024			752.213 · SIGNS & SIGNALS UTILITIES	-18.81	18.81
Bill		02/29/2024			751.213 · STREET LIGHTS UTILITIES	-5.60	5.60
TOTAL						-5,615.84	5,615.84
Bill Pmt -Check	18221	03/07/2024	MOTOROLA SOLUTIONS		101.1 · GENERAL FUNDS 01521008454		-6,201.72
Bill		02/29/2024			700.222 · POLICE DUES & SUBSCRIPTION	-6,201.72	6,201.72
TOTAL						-6,201.72	6,201.72
Bill Pmt -Check	18222	03/07/2024	Shentel		101.1 · GENERAL FUNDS 01521008454		-674.60
Bill		02/29/2024			706.211 · FIRE DEPT TELEPHONE	-251.57	251.57
Bill		02/29/2024			440.211 · CITY HALL TELEPHONE	-423.03	423.03
TOTAL						-674.60	674.60
Bill Pmt -Check	18223	03/07/2024	Thompson Reuters		101.1 · GENERAL FUNDS 01521008454		-188.16
Bill		02/29/2024			417.222 · CITY ATTORNEY DUES AND SUBSCRIF	-188.16	188.16
TOTAL						-188.16	188.16
Bill Pmt -Check	18224	03/15/2024	Core & Main		101.1 · GENERAL FUNDS 01521008454		-1,326.27
Bill		03/07/2024			805.341 · STORM SEWER / SUPPLIES	-1,326.27	1,326.27
TOTAL						-1,326.27	1,326.27
Bill Pmt -Check	18225	03/15/2024	Frontier Communications		101.1 · GENERAL FUNDS 01521008454		-170.90
Bill		03/22/2024			706.211 · FIRE DEPT TELEPHONE	-170.90	170.90
TOTAL						-170.90	170.90
Bill Pmt -Check	18226	03/15/2024	Global Science & Technology INC		101.1 · GENERAL FUNDS 01521008454		-2,265.88
Bill		02/29/2024			706.216 · FIRE DEPT EQUIP MAINT	-2,265.88	2,265.88
TOTAL						-2,265.88	2,265.88
Bill Pmt -Check	18227	03/15/2024	Hardman Trucking Inc		101.1 · GENERAL FUNDS 01521008454		-126.90

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		02/29/2024			805.341 · STORM SEWER / SUPPLIES	-126.90	126.90
TOTAL						-126.90	126.90
Bill Pmt -Check	18228	03/15/2024	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-13.09
Bill		03/07/2024			750.253 · STREET DEPT / ELECTRIC	-13.09	13.09
TOTAL						-13.09	13.09
Bill Pmt -Check	18229	03/15/2024	P & G Hardware LLC		101.1 · GENERAL FUNDS 01521008454		-58.93
Bill		03/07/2024			952.341 · Cemetary materials & supplies	-58.93	58.93
TOTAL						-58.93	58.93
Bill Pmt -Check	18230	03/15/2024	Shriver Trucking		101.1 · GENERAL FUNDS 01521008454		-289.00
Bill		02/29/2024			805.341 · STORM SEWER / SUPPLIES	-289.00	289.00
TOTAL						-289.00	289.00
Bill Pmt -Check	18231	03/15/2024	Superior Environmental Services		101.1 · GENERAL FUNDS 01521008454		-3,245.00
Bill		03/08/2024			436.601 · CODE ENFORCEMENT DEMOLITION ST	-200.00	200.00
Bill		03/08/2024			436.601 · CODE ENFORCEMENT DEMOLITION ST	-805.00	805.00
Bill		03/08/2024			436.601 · CODE ENFORCEMENT DEMOLITION ST	-910.00	910.00
Bill		03/08/2024			436.601 · CODE ENFORCEMENT DEMOLITION ST	-1,330.00	1,330.00
TOTAL						-3,245.00	3,245.00
Bill Pmt -Check	18232	03/15/2024	West Fork Conservation District.		101.1 · GENERAL FUNDS 01521008454		-4,400.00
Bill		03/08/2024			714.230 · POLK CREEK WATER SHED AGREEME	-4,400.00	4,400.00
TOTAL						-4,400.00	4,400.00
Bill Pmt -Check	18233	03/15/2024	West Virginia American Water Company		101.1 · GENERAL FUNDS 01521008454		-497.97
Bill		03/08/2024			715.251 · FIRE HYDRANT WATER UTILITY	-497.97	497.97
TOTAL						-497.97	497.97
Bill Pmt -Check	18234	03/15/2024	WHAW		101.1 · GENERAL FUNDS 01521008454		-247.50

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		03/08/2024			440.220 · CITY HALL - ADVERTISING	-247.50	247.50
TOTAL						-247.50	247.50
Bill Pmt -Check	18235	03/22/2024	Appalachian Equipment Solutions		101.1 · GENERAL FUNDS 01521008454		-3,900.00
Bill		03/15/2024			750.459 · STREETS & HWY CAPITAL OUTLAY	-3,900.00	3,900.00
TOTAL						-3,900.00	3,900.00
Bill Pmt -Check	18236	03/22/2024	Business Radio Licensing		101.1 · GENERAL FUNDS 01521008454		-165.00
Bill		03/15/2024			700.222 · POLICE DUES & SUBSCRIPTION	-165.00	165.00
TOTAL						-165.00	165.00
Bill Pmt -Check	18237	03/22/2024	City of Saint Albans		101.1 · GENERAL FUNDS 01521008454		-200.00
Bill		03/20/2024			700.221 · POLICE TRAINING & EDUCATION	-200.00	200.00
TOTAL						-200.00	200.00
Bill Pmt -Check	18238	03/22/2024	CNA Surety		101.1 · GENERAL FUNDS 01521008454		-350.00
Bill		03/20/2024			440.226 · CITY HALL INSURANCE LIABILITY	-350.00	350.00
TOTAL						-350.00	350.00
Bill Pmt -Check	18239	03/22/2024	Garrett Co. dba Swisher Feed & Supply		101.1 · GENERAL FUNDS 01521008454		-360.30
Bill		02/29/2024			805.341 · STORM SEWER / SUPPLIES	-360.30	360.30
TOTAL						-360.30	360.30
Bill Pmt -Check	18240	03/22/2024	H&M Motor Company		101.1 · GENERAL FUNDS 01521008454		-80.00
Bill		03/18/2024			700.216 · POLICE M & R EQUIPMENT	-80.00	80.00
TOTAL						-80.00	80.00
Bill Pmt -Check	18241	03/22/2024	Hardman Trucking Inc		101.1 · GENERAL FUNDS 01521008454		-2,852.74
Bill		03/15/2024			805.341 · STORM SEWER / SUPPLIES	-2,564.19	2,564.19
Bill		03/18/2024			805.341 · STORM SEWER / SUPPLIES	-146.07	146.07

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		03/18/2024			757.341 · SIDEWALKS / SUPPLIES	-142.48	142.48
TOTAL						-2,852.74	2,852.74
Bill Pmt -Check	18242	03/22/2024	LEAF		101.1 · GENERAL FUNDS 01521008454		-60.73
Bill		03/12/2024			440.601 · City Hall Copier	-60.73	60.73
TOTAL						-60.73	60.73
Bill Pmt -Check	18243	03/22/2024	Lewis County Printing, LLC		101.1 · GENERAL FUNDS 01521008454		-610.00
Bill		03/15/2024			414.341 · FINANCE DEPT / SUPPLIES	-250.00	250.00
					414.341 · FINANCE DEPT / SUPPLIES	-360.00	360.00
TOTAL						-610.00	610.00
Bill Pmt -Check	18244	03/22/2024	Mariah Goldsmith		101.1 · GENERAL FUNDS 01521008454		-475.54
Bill		03/12/2024			436.650 · spayed and neutered FELINE	-265.28	265.28
Bill		03/12/2024			436.650 · spayed and neutered FELINE	-189.95	189.95
Bill		03/12/2024			436.650 · spayed and neutered FELINE	-20.31	20.31
TOTAL						-475.54	475.54
Bill Pmt -Check	18245	03/22/2024	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-47.25
Bill		03/12/2024			751.213 · STREET LIGHTS UTILITIES	-47.25	47.25
TOTAL						-47.25	47.25
Bill Pmt -Check	18246	03/22/2024	P & G Hardware LLC		101.1 · GENERAL FUNDS 01521008454		-1,548.90
Bill		03/12/2024			900.341 · RECREATION SUPPLIES	-1,548.90	1,548.90
TOTAL						-1,548.90	1,548.90
Bill Pmt -Check	18247	03/22/2024	Weston Democrat, Inc..		101.1 · GENERAL FUNDS 01521008454		-116.07
Bill		03/19/2024			440.220 · CITY HALL - ADVERTISING	-116.07	116.07
TOTAL						-116.07	116.07
Bill Pmt -Check	18248	03/22/2024	Quill		101.1 · GENERAL FUNDS 01521008454		-692.47

CITY OF WESTON
Check Detail
March 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		03/12/2024			414.341 · FINANCE DEPT / SUPPLIES	-88.38	88.38
					414.341 · FINANCE DEPT / SUPPLIES	-49.28	49.28
					440.341 · CITY HALL SUPPLIES & MATERIALS	-132.29	132.29
					440.341 · CITY HALL SUPPLIES & MATERIALS	-191.70	191.70
					440.341 · CITY HALL SUPPLIES & MATERIALS	-36.06	36.06
					440.341 · CITY HALL SUPPLIES & MATERIALS	-3.27	3.27
					414.341 · FINANCE DEPT / SUPPLIES	-0.10	0.10
					414.341 · FINANCE DEPT / SUPPLIES	-38.24	38.24
					440.341 · CITY HALL SUPPLIES & MATERIALS	-97.19	97.19
					414.341 · FINANCE DEPT / SUPPLIES	-9.17	9.17
					414.341 · FINANCE DEPT / SUPPLIES	-46.79	46.79
TOTAL						-692.47	692.47
Bill Pmt -Check	18249	03/22/2024	Weston Sanitary Board.		101.1 · GENERAL FUNDS 01521008454		-6.39
Bill		02/29/2024			440.252 · CITY HALL SANITARY SEWAGE	-6.39	6.39
TOTAL						-6.39	6.39
Bill Pmt -Check	18250	03/22/2024	weston veterinary hospital		101.1 · GENERAL FUNDS 01521008454		-329.43
Bill		02/29/2024			700.223 · POLICE PROFESSIONAL SERVICES	-329.43	329.43
TOTAL						-329.43	329.43
Bill Pmt -Check	18251	03/25/2024	Rocket Preowned Motors		101.1 · GENERAL FUNDS 01521008454		-25,000.00
Bill		03/25/2024			750.459 · STREETS & HWY CAPITAL OUTLAY	-25,000.00	25,000.00
TOTAL						-25,000.00	25,000.00

March Report 2024

Street Department

- **Montgomery Road Storm Drain Repair-** We discovered a sunken portion in the grassy area of the roadway edge on Montgomery Road so we began to excavate the area. Upon excavation we found that the buried “drain line” was actually metal 35-gallon drums butted up together with valley tin holding them together. We removed all drums and installed new 12-inch ADS storm drain pipe and tied it into the existing storm drain inlet and at the top into the existing storm drain line at the top of the hill.
- We removed all wooden panels surrounding the skating rink and painted them to help protect them from the weather
- Changed light at E 3rd street and Brown Avenue intersection
- Removed broken park equipment from Polk Creek Park
- We excavated an access road on the dead-end side of McGary Avenue into the woods within our road right of way in order to create an access point for the Building Inspector’s demolition crew to move in and remove dilapidated house off of Brown Avenue.
- **E Eighth Street Storm Drain Repair-** During a down pour of rain we discovered on the edge of the road way what looked to be a small fountain of water coming up out of the roadway edge. After making sure it was not a water leak with American Water we began to excavate the area. Upon excavation we found a storm drain line that way collapsed and clogged that runs from the drop inlet located at the turn of Brown Avenue before Lee Street and runs to the big 48-inch drain located in the middle of the road on E Eighth Street. We removed the collapsed joint of terra cotta and proceeded to use the jet truck to make sure both the inlet pipe and outlet pipe are clean and flowing water properly. We then created a drop inlet at the location to allow water run off to enter the line and also a clean out location. This discovery saved us a lot of time and money.
- We purchased a new brush hog attachment for our E35 Mini Excavator
- We used the jet truck to clean out drain lines on Maple Drive (marked for excavation), Mound Avenue (marked for excavation), Fall Street, W 4th Street, Pratt Street, Broad Street, and 12th Street
- We installed 5 joints of 10-inch ADS storm drain pipe within the ditch line located on the road edge of Burnside Avenue
- Used the jet truck at 505 Broad Street to try and clean out the line

feeding down to Polk Creek Channel. We found with our camera and locator a collapsed area in the terra cotta pipe we have marked it and it is on schedule to be excavated and repaired.

- We will be working with the Water Company/Contractors and Hope Gas/Contractors to repair the collapsed sidewalk located at the corner of First Street and Main Avenue
- Cleaned the ditch line running along Upper Walnut Street
- Installed rock on Ivy Lane
- We had a few employees come in off and on to check for icy spots when needed
- We sanded and wire wheeled the flatbed on the GMC and primed and painted to help protect it from the salt in the winter months
- Delivered tables and chairs to West Hall
- We assisted the Building Inspector with boarding up vacant houses
- We worked on caulking and trimming the windows at the City Building
- Performed routine oil maintenance on Explorer and Truck #4
- Cleaned ditch line on Ivy Lane
- Installed new front tires and a new starter on the K-9 Cruiser
- Just recently finished our full city Street Sweeper routine
- Installed post and caution tape to keep people out from around sink hole forming within the alley behind Locust Avenue
- Fixed flags hanging on Main Avenue
- Reinstalled stop sign at intersection of E Eighth Street and Locust Avenue
- Removed washed out gravel in the road way at Brown Avenue, Harrison Avenue, Jonathan Street, Orchard Street, Mound Avenue, and Mid Avenue
- Checked and cleaned out drain inlets and marked for what needed attention from the Jet Truck
- Weekly Trash Duty

REMINDER

MINDEN STREET will be closed down indefinitely until the proper evaluation can be done to resolve the road slippage issue.

ALL utilities within that area have been notified of the issue and are making sure temporary changes are available if anything would happen.

Spring Cleanup
April 8th-12th, 2024

- 3 Dumpsters will be set on April 5th by 2:30pm
- We will set up our roll off dumpster for metal only
- **NO HOUSEHOLD GARBAGE**
- **NO PAINT**
- **NO PROPANE TANKS**
- **WE WILL NOT GO ONTO ANYONE'S PORCH OR PROPERTY TO OBTAIN ANY CLEANUP MATERIALS**
- **Mattresses and furniture must be wrapped in plastic otherwise they will not be picked up**
- ***If mattresses and furniture are not wrapped we will leave a tag on their door stating that items must be wrapped in order to be picked up. If they would like to reschedule in order to do this so they can be picked up, they must contact the City Building and ask for a reschedule pick up date**
- **All wood materials must be bundled up**
- **Pool liners must be cut in half**
- **ALL MUST BE SET OUT BY EDGE OF SIDEWALK OR ROADWAY EDGE**



WESTON POLICE DEPARTMENT

Law Total Incident Report, by Date, Nature

Date: 03/01/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Trespassing	1
Noise Complaint	1
Reckless Driver	1
Illegal Vehicle	1
Traffic Stop	1
Reckless Driver	1
Suspicious Pers	1
Complaint	1
Suspicious Pers	1
Domestic	1
Total Incidents for This Date	10

Date: 03/02/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic Active	1
Investigation	2
Information	1
Missing Child	1
Total Incidents for This Date	5

Date: 03/03/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
CAD2CAD	1
Welfare Check	1
Intoxicated Driver	1
Missing Child	1
Traffic Stop	1
Remove Person	1
Traffic Stop	2
Patrol Request	1
Pursuit	1
MVC/Motor Veh Crash	1
Total Incidents for This Date	11

Date: 03/04/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
Animal Cruelty	1
Traffic Stop	11

<u>Nature of Incident</u>	<u>Total Incidents</u>
Prowler	1
Total Incidents for This Date	14

Date: 03/05/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic	1
Domestic Active	1
Animal Problem	1
Detail	1
Serve Papers	1
Speak To Officer	1
Alarm Investigation	1
Larceny	1
Domestic Active	1
Animal Problem	1
Traffic Stop	5
Total Incidents for This Date	15

Date: 03/06/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Dispute	1
BOLO	1
Abandoned Vehicle	1
Total Incidents for This Date	4

Date: 03/07/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Remove Person	1
Traffic Stop	1
MVC/Motor Veh Crash	1
Complaint	1
Alarm Investigation	1
MVC/Motor Veh Crash	1
Trespassing	1
Traffic Stop	2
Warrant	1
Traffic Stop	1
Reckless Driver	1
Traffic Stop	1
Suspicious Pers	1
Total Incidents for This Date	14

Date: 03/08/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Falls - Victim of a Fall	1
Complaint	1
Traffic Stop	3
Alarm Investigation	1
Animal Problem	1
Traffic Stop	1
Suspicious Pers	1
Reckless Driver	1
Traffic Stop	1
Motorist Asstist	1
Complaint Parking	1
Dispute	1
Traffic Stop	1
Suspicious Pers	1
Complaint	1
Suspicious Pers	1
Complaint	1
Total Incidents for This Date	19

Date: 03/09/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
Information	1
Overdose	1
Traffic Stop	1
Suspicious Pers	1
Total Incidents for This Date	5

Date: 03/10/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Remove Person	1
Alarm Investigation	1
Speak To Officer	1
Suspicious Pers	2
Welfare Check	1
Suspicious Pers	1
Intoxicated Driver	1
Total Incidents for This Date	8

Date: 03/11/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Fire Structure	1
MVC/Motor Veh Crash	1
Alarm Investigation	1
Suspicious Pers	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	2
Traffic Hazard	1
Traffic Stop	4
Complaint Drug	1
Patrol Request	1
Threats	1
Total Incidents for This Date	14

Date: 03/12/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarm Investigation	1
Suspicious Pers	1
Alarm Investigation	2
Traffic Stop	2
MVC/Motor Veh Crash	1
Open Cell Line	1
Complaint Parking	1
Noise Complaint	1
Complaint	1
Total Incidents for This Date	11

Date: 03/13/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Assist Other Agency	1
Complaint Drug	1
Traffic Stop	1
Investigation	2
Complaint	1
Suspicious Pers	1
Traffic Stop	1
Assault	1
Assist Other Agency	1
Total Incidents for This Date	10

Date: 03/14/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Welfare Check	1
Traffic Stop	5
Suspicious Pers	1
Complaint	1
Traffic Stop	1
Animal Cruelty	1
Identity Theft	1
Traffic Stop	1
Reckless Driver	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Threats	1
Welfare Check	1
Total Incidents for This Date	16

Date: 03/15/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Noise Complaint	1
Overdose	1
Speak To Officer	1
Traffic Stop	1
Trespassing	1
Child On Phone	1
Suspicious Pers	1
Traffic Stop	1
Remove Person	1
Reckless Driver	1
Complaint	1
Total Incidents for This Date	11

Date: 03/16/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Larceny	1
Complaint	1
MVC/Motor Veh Crash	1
Destruction of Property	1
Suspicious	1
Traffic Stop	4
Total Incidents for This Date	9

Date: 03/17/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
MVC/Motor Veh Crash	1
Traffic Stop	1
Suspicious Pers	1
Reckless Driver	1
Traffic Stop	1
Total Incidents for This Date	6

Date: 03/18/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Fraud	1
Traffic Stop	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	1
Leaving The Scene	1
Motorist Asstist	1
Littering	1
Traffic Stop	1
Fraud	1
Complaint Drug	1
Traffic Stop	2
Vagrants	1
Total Incidents for This Date	13

Date: 03/19/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
Roadway Obstruction	1
Wrong Way Driver	1
Leaving The Scene	1
Investigation	1
Welfare Check	1
Traffic Stop	1
Overdose	1
Traffic Stop	6
Total Incidents for This Date	14

Date: 03/20/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
Traffic Stop	1
Alarm Investigation	1
MVC/Motor Veh Crash	1
Complaint Parking	1
Traffic Stop	1
MVC/Motor Veh Crash	1
Total Incidents for This Date	7

Date: 03/21/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Domestic	1
Welfare Check	2
Traffic Stop	1
Suspicious	1
MVC/Motor Veh Crash	1
Detail	1
Total Incidents for This Date	8

Date: 03/22/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Vagrants	1
Traffic Stop	9
MVC/Motor Veh Crash	1
Roadway Obstruction	1
Domestic Active	1
B&E Non-Active	1
Runaway	1
Complaint	1
Total Incidents for This Date	17

Date: 03/23/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Pers	1
Reckless Driver	1
Leaving The Scene	1
Investigation	1
Traffic Stop	3
Welfare Check	1
Domestic	1
Total Incidents for This Date	9

Date: 03/24/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Unconscious Person	1
Traffic Stop	2
Remove Person	1
Traffic Stop	6
Complaint Drug	1
Total Incidents for This Date	11

Date: 03/25/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	3
Reckless Driver	1
MVC/Motor Veh Crash	2
B&E Active	1
Total Incidents for This Date	7

Date: 03/26/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint Parking	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	3
DOA/DOS	1
Speak To Officer	2
Total Incidents for This Date	7

Total reported: 275

Report Includes:

All dates between '00:00:01 03/01/24' and '00:23:59 03/27/24', All agencies matching 'WPD', All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

CRASH REPORTS MARCH 2024

Report Number	Address	Date Of Crash	Highway Class
24W-00608		3/7/2024 0:00	City Street
24W-0611		3/7/2024 0:00	Private Road
24W-00572		3/3/2024 0:00	City Street
24W-00716		3/16/2024 0:00	City Street
24W-00653		3/11/2024 0:00	Private Property / Off-Roadway
24W-00672		3/12/2024 0:00	City Street
24W-00759		3/20/2024 0:00	Private Property / Off-Roadway
24W-00762		3/20/2024 0:00	City Street
24W-00769		3/21/2024 0:00	City Street
24W-00782		3/22/2024 0:00	City Street
24W-00813		3/25/2024 0:00	City Street
24W-00812		3/25/2024 0:00	US

CITATIONS MARCH 2024

03/04/2024	Speeding	North River
03/04/2024	Expired MVI	North River
03/04/2024	No Insurance	North River
03/04/2024	Expired MVI	North River
03/05/2024	Dog at Large	Broad Street
03/07/2024	Expired MVI	East 3 rd Street
03/08/2024	Expired Reg	West 2 nd
03/14/2024	Expired MVI	West 4 th
03/16/2024	Shoplifting	Go Mart
03/24/2024	Speeding	West 2 nd

2 Parking Citations

74 Traffic Warnings issued



WESTON FIRE DEPARTMENT
 REPORT FOR THE MONTH OF
 Mar-24 2024
 "On the job 'til the job is done"



TOTAL CALLS
TOTAL MEETINGS & DRILLS
TOTAL CALLS INSIDE THE CITY
TOTAL CALLS OUTSIDE THE CITY

91
4
64
13

--

TOTAL MUTUAL-AID CALLS
ASSISTS TO JACKSONS MILL
ASSISTS TO JANE LEW
ASSISTS TO MIDWAY
ASSISTS TO PRICETOWN
ASSISTS TO WALKERSVILLE
ASSISTS TO THE SQUAD

14
0
3
0
1
2
56

FROM
FROM
FROM
FROM
FROM
FROM

1
3
0
2
3
0

OUT OF COUNTY CALLS
PAID MAN LEFT THE CITY
TOTAL MILES
TOTAL APPARATUS HOURS
TOTAL MAN HOURS
TOTAL LOSS IN THE CITY
TOTAL LOSS OUTSIDE THE CITY
BURNING PERMITS ISSUED
MVC'S INSIDE THE CITY
MVC'S OUTSIDE THE CITY
WORKING STRUCTURE FIRES
WORKING AUTO FIRES
WORKING BRUSH FIRES
WORKING FIRES, OTHER

2
1
649
64.48
365.11
\$45,000
\$70,000
15
5
5
3
0
2
0

SAVED
SAVED

\$23,000
\$0

ADDITIONAL REMARKS

Attended fire dept meetings and drills
 Attended safe sites meeting
 Finished and submitted Fema Grant for SCBAs in amount of 378,000.00
 Fire Marshall Audit on 3-5-2024 passed with no deficiencies
 Hose testing 3-28-2024
 Working on Fema safer grant for 4 firefighters

Weston fire

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {03/01/2024} And {03/29/2024}
and District = "1B "

Incident	Type	Date	Location	Description
24-0000247-0	FIRE	03/01/2024	US Highway 33 E & Sunset DR	Motor vehicle accident with
24-0000251-0	FIRE	03/03/2024	91 MM Interstate 79 /South Bound	Motor Vehicle Accident with
24-0000266-0	FIRE	03/06/2024	300 Mountain Retreat DR	Carbon monoxide detector
24-0000267-0	FIRE	03/06/2024	48 Sauls Run RD	Medical assist, assist EMS
24-0000268-0	FIRE	03/07/2024	1088 Gee Lick RD	Motor Vehicle Accident with
24-0000290-0	FIRE	03/14/2024	16 Middle Run RD	Unauthorized burning
24-0000299-0	FIRE	03/17/2024	US Highway 33 E & Taylor Run RD	Motor vehicle accident with
24-0000300-0	FIRE	03/19/2024	90 MM Interstate 79	Dispatched & cancelled en
24-0000312-0	FIRE	03/23/2024	1630 Limestone Run RD	Power line down
24-0000319-0	FIRE	03/26/2024	5796 US Highway 19 S	Assist police or other
24-0000326-0	FIRE	03/28/2024	956 Raccoon Run RD	Building fire
24-0000329-0	FIRE	03/28/2024	305 Linger Run RD	Brush or brush-and-grass
24-0000332-0	FIRE	03/28/2024	84 MM Interstate 79	Motor vehicle accident with

Total Incident Count 13

Weston fire

Incident Type Report (Summary)

Alarm Date Between {03/01/2024} And {03/29/2024}
and District = "1B "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	7.69%	\$70,000	100.00%
142 Brush or brush-and-grass mixture fire	1	7.69%	\$0	0.00%
	<u>2</u>	<u>15.38%</u>	<u>\$70,000</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	7.69%	\$0	0.00%
322 Motor vehicle accident with injuries	3	23.07%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	15.38%	\$0	0.00%
	<u>6</u>	<u>46.15%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
444 Power line down	1	7.69%	\$0	0.00%
	<u>1</u>	<u>7.69%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
551 Assist police or other governmental agency	1	7.69%	\$0	0.00%
561 Unauthorized burning	1	7.69%	\$0	0.00%
	<u>2</u>	<u>15.38%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	1	7.69%	\$0	0.00%
	<u>1</u>	<u>7.69%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
746 Carbon monoxide detector activation, no CO	1	7.69%	\$0	0.00%
	<u>1</u>	<u>7.69%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 13

Total Est Loss: \$70,000

Weston fire

Incident Type Report (Summary)

Alarm Date Between {03/01/2024} And {03/29/2024}
and District = "1A "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.56%	\$22,000	100.00%
	<u>1</u>	<u>1.56%</u>	<u>\$22,000</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	50	78.12%	\$0	0.00%
322 Motor vehicle accident with injuries	2	3.12%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	4.68%	\$0	0.00%
	<u>55</u>	<u>85.93%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
413 Oil or other combustible liquid spill	1	1.56%	\$0	0.00%
444 Power line down	1	1.56%	\$0	0.00%
	<u>2</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
550 Public service assistance, Other	1	1.56%	\$0	0.00%
561 Unauthorized burning	1	1.56%	\$0	0.00%
	<u>2</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	1	1.56%	\$0	0.00%
621 Wrong location	1	1.56%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	3.12%	\$0	0.00%
	<u>4</u>	<u>6.25%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 64

Total Est Loss:

\$22,000

Weston fire

Aid Responses by Department (Summary)

Alarm Date Between {03/01/2024} And {03/29/2024}

Type of Aid	Count
10 Out of County	
Automatic aid received	1
Mutual aid given	2
	<hr/>
	3
11 Buckhannon Fire Department	
Mutual aid given	1
	<hr/>
	1
2 Jane Lew Volunteer Fire Department	
Automatic aid received	3
Mutual aid given	1
Automatic aid given	2
	<hr/>
	6
3 Pricetown Volunteer Fire Department	
Automatic aid received	1
Mutual aid given	1
Automatic aid given	1
	<hr/>
	3
4 Walkersville Volunteer Fire Department	
Automatic aid received	2
Mutual aid given	2
Automatic aid given	1
	<hr/>
	5
5 Jackson's Mill Volunteer Fire Department	
Automatic aid received	1
	<hr/>
	1
8 Lewis County Emergency Ambulance Authority	
Automatic aid received	5
Mutual aid given	1
Automatic aid given	50
	<hr/>
	56

Weston fire

Copy of Fire and EMS Combined List by Incident Num

**Alarm Date Between {03/01/2024} And {03/29/2024}
and District = "1A "**

Incident	Type	Date	Location	Description
24-0000295-0	FIRE	03/15/2024	808 Terrace AVE	Medical assist, assist EMS
24-0000296-0	FIRE	03/15/2024	910 Cemetery ST	No Incident found on arrival
24-0000297-0	FIRE	03/15/2024	142 Main AVE	Medical assist, assist EMS
24-0000298-0	FIRE	03/15/2024	609 Locust AVE	Medical assist, assist EMS
24-0000301-0	FIRE	03/19/2024	207 Willow ST	Medical assist, assist EMS
24-0000302-0	FIRE	03/20/2024	457 Center AVE	Medical assist, assist EMS
24-0000303-0	FIRE	03/20/2024	25 Garton AVE /DR. Pearson Office	Medical assist, assist EMS
24-0000304-0	FIRE	03/20/2024	142 Main AVE /Titus Towers/21	Medical assist, assist EMS
24-0000306-0	FIRE	03/20/2024	E 3rd ST E & Court AVE	Motor Vehicle Accident with
24-0000307-0	FIRE	03/21/2024	232 W 4th ST	Medical assist, assist EMS
24-0000308-0	FIRE	03/21/2024	102 Brown AVE	Medical assist, assist EMS
24-0000310-0	FIRE	03/22/2024	124 E 1st ST /Criss Manor/308	Medical assist, assist EMS
24-0000311-0	FIRE	03/22/2024	E 2nd ST E & Center AVE	Motor Vehicle Accident with
24-0000313-0	FIRE	03/24/2024	214 E 8th ST	Medical assist, assist EMS
24-0000314-0	FIRE	03/24/2024	150 Cottage AVE	Medical assist, assist EMS
24-0000315-0	FIRE	03/25/2024	561 Broad ST	Medical assist, assist EMS
24-0000316-0	FIRE	03/25/2024	112 McGary AVE	Medical assist, assist EMS
24-0000317-0	FIRE	03/25/2024	440 Delaware AVE	Medical assist, assist EMS
24-0000318-0	FIRE	03/26/2024	215 State ST	Unauthorized burning
24-0000320-0	FIRE	03/26/2024	124 E 1st ST /Criss Manor/603	Medical assist, assist EMS
24-0000322-0	FIRE	03/27/2024	650 Craig ST /Weston Commons/104	Medical assist, assist EMS
24-0000323-0	FIRE	03/27/2024	517 Charles ST	Medical assist, assist EMS
24-0000324-0	FIRE	03/27/2024	N River AVE & Mid AVE	Oil or other combustible
24-0000325-0	FIRE	03/27/2024	131 McGary AVE	Medical assist, assist EMS
24-0000327-0	FIRE	03/28/2024	567 Center AVE	Medical assist, assist EMS
24-0000328-0	FIRE	03/28/2024	US Highway 33 E & Market Place Mall	Motor vehicle accident with
24-0000331-0	FIRE	03/28/2024	S Main AVE	No Incident found on arrival

Total Incident Count 64

Weston fire

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {03/01/2024} And {03/29/2024}
and District = "1A . "

Incident	Type	Date	Location	Description
24-0000241-0	FIRE	03/01/2024	349 Court AVE	Medical assist, assist EMS
24-0000242-0	FIRE	03/01/2024	162 Hospital PLZ	Medical assist, assist EMS
24-0000244-0	FIRE	03/01/2024	508 Court AVE	Medical assist, assist EMS
24-0000245-0	FIRE	03/01/2024	253 Mound AVE	Medical assist, assist EMS
24-0000248-0	FIRE	03/02/2024	112 McGary AVE	Medical assist, assist EMS
24-0000249-0	FIRE	03/02/2024	360 Mid AVE	Medical assist, assist EMS
24-0000250-0	FIRE	03/02/2024	620 Lynn AVE	Public service assistance,
24-0000253-0	FIRE	03/03/2024	E 4th ST & Main AVE	Motor Vehicle Accident with
24-0000254-0	FIRE	03/03/2024	115 Carroll AVE	Medical assist, assist EMS
24-0000255-0	FIRE	03/04/2024	335 Mid AVE	Medical assist, assist EMS
24-0000256-0	FIRE	03/04/2024	214 E 8th ST	Medical assist, assist EMS
24-0000257-0	FIRE	03/05/2024	220 McGary AVE	Medical assist, assist EMS
24-0000258-0	FIRE	03/05/2024	46 Minnich ST	Medical assist, assist EMS
24-0000260-0	FIRE	03/05/2024	322 Broad ST	Medical assist, assist EMS
24-0000261-0	FIRE	03/06/2024	209 Town Run RD	Medical assist, assist EMS
24-0000263-0	FIRE	03/06/2024	323 John ST	Power line down
24-0000264-0	FIRE	03/06/2024	360 Mid AVE	Medical assist, assist EMS
24-0000265-0	FIRE	03/06/2024	246 Arch ST	Medical assist, assist EMS
24-0000269-0	FIRE	03/08/2024	108 Oak ST	Dispatched & cancelled en
24-0000270-0	FIRE	03/08/2024	115 Harrison AVE	Medical assist, assist EMS
24-0000271-0	FIRE	03/09/2024	124 E 1st ST /Criss Manor	Medical assist, assist EMS
24-0000272-0	FIRE	03/09/2024	743 W 2nd ST	Medical assist, assist EMS
24-0000273-0	FIRE	03/10/2024	260 W 4th ST	Medical assist, assist EMS
24-0000275-0	FIRE	03/10/2024	124 S Main AVE	Medical assist, assist EMS
24-0000278-0	FIRE	03/11/2024	455 Main AVE	Medical assist, assist EMS
24-0000279-0	FIRE	03/11/2024	306 Center AVE /Go Mart	Medical assist, assist EMS
24-0000280-0	FIRE	03/11/2024	516 Center AVE	Medical assist, assist EMS
24-0000281-0	FIRE	03/11/2024	124 E 1st ST /Criss Manor/607	Medical assist, assist EMS
24-0000282-0	FIRE	03/11/2024	Broad ST & Depot ST	Medical assist, assist EMS
24-0000283-0	FIRE	03/12/2024	109 Louise ST /Weston Stockyard	Medical assist, assist EMS
24-0000285-0	FIRE	03/12/2024	274 S Main AVE	Motor vehicle accident with
24-0000286-0	FIRE	03/13/2024	346 Mid AVE	Medical assist, assist EMS
24-0000287-0	FIRE	03/13/2024	709 W 2nd ST	Building fire
24-0000288-0	FIRE	03/13/2024	620 Lynn AVE	Medical assist, assist EMS
24-0000291-0	FIRE	03/14/2024	1126 11th ST	Medical assist, assist EMS
24-0000293-0	FIRE	03/14/2024	307 Spring ST	Medical assist, assist EMS
24-0000294-0	FIRE	03/15/2024	506 Market Place Mall /Don Patron	Wrong location



102 West Second Street

Weston, WV 26452

(304) 269-6141

28 March 2024

- 1) More Demolitions completed the last week of March**
- 2) Boarded up vacant and burnt houses**
- 3) Helped Aura Spa obtain BZA approval for their new signage**
- 4) Working with Anything Goetz to obtain BZA approval for their new signage.**
- 5) Attended municipal court for citations written**
- 6) Attended City Meeting Day.**

March Permit Tracking

Permit #	Date	Address	Description of Work	Permit Amt	Insepction Date
18787	3/4/2024	648 Court ave	new garage/storage	\$ 585.00	
18788	3/5/2024	117 W 7th	reeroof	\$ 195.00	
18789	3/5/2024	323 court	deck	\$ 35.00	
18790	3/7/2024	708 W 2nd	electrical service	\$ 45.00	
18791	3/7/2024	206 E 2nd	reeroof	\$ 1,565.00	
18792	3/7/2024	103 Davis st	siding, insulation, framing	\$ 125.00	
18793	3/7/2024	425 Monroe	framing, elec., plbg, insul	\$ 125.00	
18794	3/12/2024	633 Fall Ave	french drain	\$ 35.00	
18795	3/12/2024	849 terrace ave	water line	\$ 45.00	
18796	3/12/2024	927 cemetery st	reeroof	\$ 145.00	
18797	3/13/2024	566 Center ave	sewer line repair	\$ 45.00	
18798	3/18/2024	10 garton plaza	block wall	\$ 45.00	
18799	3/19/2024	83 Montgomery	demo garage	\$ -	
18800	3/19/2024	224 West 2nd	shed	\$ 65.00	
18801	3/25/2024	750 W 2nd st	reeroof	\$ 75.00	
18802	3/24/1951	733 W. 2nd st	replace tub	\$ 125.00	
18803	3/25/2024	lot 14 & 15 Karl st	demolish garage	\$ -	
18804	3/25/2024	146 Bennett	Electrical upgrdae	\$ 125.00	
18805	3/25/2024	393 monroe	hvac install	\$ 225.00	
18806	3/26/2024	109 Mid Ave	outbuilding	\$ 45.00	
18807	3/28/2024	309 Spring st	electrical service	\$ 45.00	
18808	3/28/2024	347 E 1st	demo	\$ -	
18809	3/28/2024	145 Montgomery	demo	\$ -	
Totals					
23				\$ 3,695.00	

Weston Animal Control Officer

March Report

This month I have been able to trap in two different places and that the results have been fantastic. So far from 2nd St. I have been able to remove 11 cats get them fixed and find somewhere else for them to be. I was able to remove 5 more cats From Lynn Ave. Resulting in a total of 15 removed fixed and taken care of from that street with only one being put to sleep due to severe injury. I was able to remove three more cats from behind garden Plaza also one that was pretty injured she's still in foster and healing up nicely and we'll be able to find a new home in the next two weeks. I also had to pick up a pretty hurt cat on Broad Street he is paralyzed from the back down we have tried to do therapy to see if it was a nerve injury and we don't think that is the case so he may be euthanized as well within the next week if I cannot get rescue commitment for him. I'm also speaking with a real estate agent on North River to help remove cat in that area that are starting to make it impossible for them to sell their homes. with the upcoming weather being nothing but rain for over a week I think I'll take a break from trapping but answer other calls and hopefully next month we can get several more fixed and slow down the overpopulation issue and some of the major areas.



Business License Report

For the Month of

APRIL 2024

<u>Name</u>	<u>Occupation</u>	<u>Date</u>
Pit Crew Auto Service Theresa L. Schroer 13 South Main Weston, WV 26452 681-433-6041	All Other	03/11/2024
Anything Goetz Tyler Vaughn 150 Main Avenue Weston, WV 26452 304-517-9274	All Other	03/18/2024
John Templeton 109 Hull Drive Salem, WV 26426 304-629-5579	Handyman	03/19/2024
Kecia Marie Designs LLC Kecia Bowman 5 Bailey Avenue Weston, WV 26452 304-940-3834	All Other	03/28/2024

City Manager Status of Works				
		as of 4/1/2024		
	City Attorney	Status		
	Acquisition of American Water Dam Property	offer made by American Water; engaged LC EDA		
	Codification	continuing periodic meetings with CA		
	Municipal Court Prosecutions	ongoing		
	Annexation	awaiting Mayor followup meeting		
	Kenny Hall apartment development	continues development; city not needed at this date		
	Ongoing dilapidated property acquisitions	ongoing		
	Excavation Utility Permits	working with WVAM and Hope to align with ordinance		
	City Clerk			
	Municipal Court	working on backlog tickets; scheduling meeting for software		
	B&O Tax Collections	intend to review with Finance Manager for better efficiencies		
	City Bids	need guardrail bid released by mid-March		
	City Finance Manager			
	Municipal Fee Study	2nd reading		
	Municipal Fee Billing	new bills generated by mid-May		
	Municipal Fee Setup and Possible Migration	ordinance, merger, fire fee bill generation		
	Americorps Program Planning Year	grant due next week		
	First Due Fire Fee	invoice creation by mid August		
	City Manager			
	New Signage for City Hall	working with Mayor		
	New Office Space for City Hall	ongoing with Marty; awaiting demos to be complete		
	HubCAP Community	meet monthly; June 13-14 quarterly session; technical project search		
	OnTrac Designation	awaiting kickoff meeting with HubCAP		
	WSB Budget	compiled annual bills; working with Accountant on rates		
	Community Block Grant	Hearing on April 2nd; application due April 19th		
	Code Enforcement/Building Department			
	Creation of Vacant Structures Database	desire to try Excel for time being		
	Creation of Building Permit Database	left at sales calls for time being		
	Dilapidated Building Grant Program Admin	ongoing		
	Refuse Removal	ongoing contracted services for problem properties		
	Feline Control	spade and neuter campaign continues		
	Fire Department			
	Emergency Response Planning for City	will be started in next 1-2 months		
	School and Public Outreach	ongoing		
	Confined Space Class	scheduling course for April for Street Dept, Fire, WSB employees		
	Historic Landmark Commission			
	Façade Grant Program	April 1st release date, meeting for announcement April		
	Weston Cultural Center	selection of Architect; August deadline for planning grant; USDA next		
	Updated Historic Registry	no progress		
	Parks and Recreation			
	Riverfront Park Project	8 firms submitted interest; review in the next 2 weeks and then interviews		
	Whelan Park Partnership	exploring partnership with Little League		
	Mary Conrad Park Planning	approach LC First about possible partnership		
	Carp Festival	slated for June 7th-8th; initial planning begun		
	Christmas Parade	see ya next year!		
	Planning Commission			
	Updated Comprehensive Plan	Continued monthly meeting in March; targeting end of year		
	Police Department			
	Downtown Camera Project	working on agreements to hang cameras on businesses		
	Body Camera Installation	complete		
	Speed Data Monitoring	actively deployed when complaint of speeding		
	Recruitment	advertising for civil service testing in April		
	Street Department/Stormwater			

	Stormwater Mapping	shooting for Fridays when time available		
	Paving Works	Minden and Loftus targeted for spring fixes		
	4th St Sidewalk @ Lively	June after school is out		
	Brown Avenue Stormsewer	opened up with machine; new stormsewer not needed		
	Downtown Beautification	needs lights quoted for possible ARPA acquisition		
	Downtown Historic Signage	awaiting design from HLC		
	Sidewalk Planning/Program	awaiting City Manager program		
	Street and Curb Painting	targeting end of April; night time painting		
	Utility Cuts	WVAM alerted; Hope Gas		
	<u>Sanitary Sewer Department</u>			
	System Mapping	CM is drawing on GIS as time allows		
	Pump Station #1 Rehabilitations	needs planned		
	Pump Station #5 Rehab	CDS application submitted; valve slated for cleaning		
	Disconnection of Rooftop Gutters	need to develop plan with Code Enforcement		
	Merger Discussion	Ordinance coming in May		
	Sludge Project	needs construction begun by end of year		
	Rate Analysis	Accountant working on study; awaiting inputs from WSB/City		
	<u>Grants</u>			
	Community Development Block Grant	sidewalk project; due April 19, 2024		
	Congressional Directed Spending FY24	approved in budget; USDA is setting up future kickoff meeting		
	Congressional Directed Spending FY25	application submitted		
	Americorp Program	application due this month		
	REAP	need to apply late spring		
	ARC Grant	Not submitted; timeline needed for 2025 submittal		
	Transportation Alternatives	No awards announced yet		
	Façade Grant -- Paul Bunyan	Anna submitted application this past month		
	State Preservation Phase 3	No application planned this year (awaiting CDS approval)		
	HubCAP Technical Assistance	Riverfront has been target thus far		

Street Department Work Plan Status 2024

Streets		
Activity	Status	Notes
Milling and Patching Potholes	Ongoing--Apr to Nov	Starting mid-March in order of Ward 1, 2, 3, 4
Clean and haul Downtown garbage cans	Weekly	
Mowing and Weedeating City Lots	Biweekly starting in Apr	Mowing by Contractor
Brush Cut back on roads	As needed	ordered new BobCat attachment to speed up process
Water Downtown Flowers	Daily/As Needed	slated to hire temp to provide watering
Hang Military Banners	Expected in April	installing April; collecting applications currently
Inspection Stickers/Equipment Maintenance	January-December	Joe Gaines tracking
Spring Clean up	April 8-12	Judy is organizing pickups
Paving Projects	May-November	
Hang Christmas lights	Week after Thanksgiving	
River Bank Mowing	Bi-Monthly	Contractors
Polk Creek Bank Mowing	August	working with Jim Roy replacement on new requirements
W 2nd Street over Polk Creek Lighting	Fall	need plan and DOH agreement
W 2nd Street over West Fork Lighting under Bridge	Fall	need plan and DOH agreement (not urgent)
Install Fencing in Downtown	2nd week of March	
Lively Park Sidewalk	June after school is out	need to examine stormwater drains for possible relocation.
City Hall windows	first week of March	
Water Street curbing project	May-ish	awaiting purchase of curbing machine
Kelly Spur turnaround retaining wall	April	need easement from City Attorney
McGary St gravel extension	March	needed for demo access to house above Brown
Guardrail	April	needs advertised for April regular meeting award
decorative streetlights on Main	July/August	need to acquire lights and bases from Bob Kimball Associates
hang downtown streetlight	April?	
curb and line striping	April	waiting for warmer weather; planning on a Friday early morning to avoid traffic
Drainage		
Activity	Status	Notes
Cleaning Drop Inlets around town	Biweekly	Rain days; need mapping to produce routine schedule
Routine jetting of stormwater lines	Biweekly	Begin once mapped
Clean Ditches Around Town	Ongoing	As needed
Brown Avenue/ Lynn Drain Project	Expected in September	Installing new 24 inch drop inlet and 60 feet of new 8 inch corrugated pipe to functioning drop inlet that is across the road
W 6th Street Drain Project	Expected in June	Installing new 24 inch drop inlet and 280 feet of new 8 inch corrugated pipe to the end of W 6th Street
Montgomery Road Drain Project	Expected in Oct-Nov	Installing 340 feet of new 12 inch corrugated pipe and 25 feet of 4 inch french drain pipe across alley over to drop inlet
Mid Avenue Drain Project	Expected in July/Aug	needs further investigation
East Weston Hill Project	Fall	needs further investigation; probably a huge project needed
8th St. Hill Slip		needs City Attorney to contact property owner
Montgomery Road Slip		needs City Attorney to contact property owner

Ordinance 2024-02 Ordinance of the City of Weston Replacing All Prior Ordinances Related to the Municipal Service Fee and Creating a First Due Fire Fee

Findings by Common Council

Whereas, W.V. Code §8-13-13(a), as amended, authorizes municipalities in the state to impose fees upon the users of special municipal services;

Whereas, the City of Weston provides the services of police protection, fire protection, and street maintenance;

Whereas, the City of Weston provides police protection and street maintenance within the city limits of Weston;

Whereas, the City of Weston provides fire protection within the city limits of Weston and outside the city limits of Weston in an area known as the Weston Fire Department First Due Area ("First Due Area");

Whereas, the City Council has determined that person(s), property, and entities of any kind within the Weston city limits use the services of police protection and street maintenance, and, therefore, shall be called "Users of Police and Street Services";

Whereas, the City of Weston has determined that person(s), property, and entities of any kind within Weston city limits and person(s), property, and entities of any kind within the First Due Area use the services of the Weston Fire Department and, therefore, shall be called "Users of Fire Services";

Whereas, the City Council has determined that the cost of providing these fire protection services to Users has increased since 2009;

Whereas, the City Council has determined that the cost of providing police protection and street maintenance to Users of Police Services and Street Services has increased since 2009;

Whereas, the City Council has determined that Users of Fire Services in the First Due Area have not paid any particular fees to the city of Weston related to the provision of services by the Weston Fire Department;

Whereas, the City Council has determined that the current municipal fee system administered within the city limits of Weston does not provide enough money to cover the costs of providing fire protection services to Users of Fire Services within city limits and Users of Fire Services in the First Due Area;

Whereas, the City Council has determined that the Users of Fire Services must all pay for the costs of such usage;

Whereas, the City Council recognizes that the Lewis County Commission imposes a \$20 Fire Fee on residential properties located in the First Due Area and a \$50 Fire Fee on commercial properties located in the First Due Area ("County Fire Fee");

Whereas, the City Council recognizes that some portion of this County Fire Fee is given to the Weston Fire Department;

Whereas, the City Council recognizes that said portion of money is not enough to cover the costs of Weston Fire Department;

Whereas, the City Council recognizes that the County Fire Fee is a fee separate and apart from municipal service fees permitted under West Virginia Code §8-13-13;

Whereas, the City Council has determined that the Users of Fire Services within the city limits of Weston shall no longer be the overwhelming cost-bearers for fire protection services provided to Users of Fire Services in the First Due Area;

Whereas, the City Council has determined that areas outside the city limits of Weston do not receive police protection or street maintenance from the City of Weston;

Whereas, the City Council has determined that person(s), property, and entities of any kind in these areas are considered "Non-Users of Police and Street Services" for purposes of this ordinance;

Whereas, the City Council has determined that the costs of police protection and street maintenance shall not be charged to Non-Users of Police and Street Services;

Whereas, the City Council finds it is necessary and a priority to fund the Weston Fire Department to cover or, at least, defray, costs incurred by the Weston Fire Department;

Whereas the City Council finds it necessary to impose a fee upon Users of Fire Services, whether the User is inside the city limits or not, in order that these services may continue for the benefit of the Users of the services;

Whereas, the City Council is aware that a Municipal Service Fee as provided in this ordinance and colloquially called a "Fire Fee" and "First Due Fire Fee" is not a tax as the amount paid by a User is not, and shall not, be based on any particular value of property;

Whereas, the City Council now repeals all prior ordinances and rules concerning the charge and collection of Municipal Service Fees related to fees associated with WV Code §8-13-13;

Whereas, the City Council enacts this ordinance to replace all prior ordinances and rules concerning the charge and collection of Municipal Service Fees related to fees associated with WV Code §8-13-13;

Whereas, the repeal of all prior municipal fee ordinances/rules shall not eliminate the Weston Fire Department's ability to recover costs in other legal ways;

That now, the City Council, through this ordinance, adopts the following rules, regulations, and fees:

DEFINITIONS

For the purpose of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL : a building, or an area of a building, intended or designed or used for non-residential purposes

FIRST DUE AREA: the area outside the City limits of Weston as designated by the West Virginia State Fire Commission and/or West Virginia State Fire Marshal to which the Weston Fire Department is obligated to respond.

FIRE FEE: the fee for fire protection services that is charged to a particular User

FIRST DUE FIRE FEE/FIRST DUE FEE: the fee charged to the Users outside the city limits of Weston (i.e. First Due Area) for services provided by the Weston Fire Department

FIRE PROTECTION SERVICES/SERVICES: Services rendered by the Weston Fire Department including but not limited to fire protection, fire prevention, emergency responses, and physical/mental health calls, and all other municipal services as authorized by W. Va. Code §8-13-13 that may someday be rendered by the Weston Fire Department; these services may be rendered inside the city limits of Weston or in the Weston Fire Department's First Due Area or other areas as may arise in the future

NON-RESIDENTIAL PURPOSE: uses of buildings, or uses of areas of buildings, intended or designed for purposes that are not Residential Purposes

OWNER/OWNERS: the owner(s) of record of any parcel of real estate within the City of Weston or within the Weston Fire Department's First Due Area; ownership shall be confirmed, if necessary, by a review of records maintained in the Lewis County Clerk's Office; by transfer via unrecorded deed; by transfer via owner-financed sale evidenced by a written agreement (i.e. "land contract") provided that the parties alert the Weston City Finance Manager as to which party shall be responsible for the payment of the relevant fire fees; if the Owner of a structure is different than the Owner of a parcel on which the structure sits, then the Owner of the Structure shall be deemed the Owner

POLICE SERVICES: services rendered by the Weston Police Department including, but not limited to, response to emergencies, response to complaints, efforts at crime prevention, activities that are customarily associated with police work, physical/mental health calls, and all other police-related services that someday may be rendered by the Weston Police Department

RESIDENTIAL PURPOSE: uses of buildings, uses of area of buildings, intended or designed for purposes of living, dwelling, sleeping, and/or other customary actions associated with an area in which a person(s) lives, calls "home," or is otherwise domiciled

RESIDENTIAL STRUCTURES

NON-OWNER OCCUPIED RESIDENTIAL UNIT: a building, or area of a building, used, or intended to be used, for Residential Purposes, and is actually rented, intended to be rented, or designed to be rented for Residential Purposes; this definition is intended to encompass apartment buildings, rental houses, duplexes, triplexes, and other forms of buildings or areas of buildings that are rented for Residential Purposes; this definition does not include hotels or motels

OWNER OCCUPIED RESIDENTIAL UNIT: a building, or area of a building, that is used as the primary residence of the owner of the building; these include, but are not necessarily limited to, single family homes; detached garages, outbuildings, barns, or other similar buildings located on the same parcel of land as an OWNER OCCUPIED RESIDENTIAL UNIT shall all be considered together as one OWNER OCCUPIED RESIDENTIAL UNIT; a building that serves NON-RESIDENTIAL PURPOSES and is located on the same parcel of land as an OWNER OCCUPIED RESIDENTIAL UNIT shall not be encompassed by this definition and shall be subject to fees associated with NON-RESIDENTIAL UNIT fees

NON-RESIDENTIAL STRUCTURES

NON-RESIDENTIAL UNIT: any building, or area of a building, that is used, intended to be used, or designed to be used for NON-RESIDENTIAL PURPOSES; buildings designated as "commercial" by the Lewis County Assessor shall also be included in the definition of NON-RESIDENTIAL UNIT; EXCEPT that multiple family residential structures that the Lewis County Assessor designates as commercial buildings shall not be commercial buildings for purposes of this ordinance; buildings that house NON-RESIDENTIAL PURPOSES and RESIDENTIAL PURPOSES shall be charged a fee for each particular unit based on that unit's use

UNIT: each area of a structure that, standing alone, serves either RESIDENTIAL PURPOSES or NON-RESIDENTIAL PURPOSES as the case may be

USER OF FIRE SERVICES. any person(s), property, and entities of any kind located within the city limits of Weston and/or any person(s), property, and entities of any kind located within the First Due Area

VACANT LOT: a parcel of land inside the Weston city limits on which no building or structure exists; a parcel that is used as a parking area for a bona fide business or bona fide residential area shall not be considered a VACANT LOT;

the term VACANT LOT shall not mean any parcel of land that A) has no structure on it, and B) is adjacent to (including simply the touching of corners of land) a parcel with a structure on it, and C) is owned by the owner of the parcel with the structure on it;

the term VACANT LOT shall not mean any A) vacant lots that are B) adjacent to the above vacant lot identified above and (C) owned by the same owner as the parcel with the structure on it;

The purpose of this definition is to make a User of Police and Street Services pay a fee for the parcel of land with a structure on it ("charged parcel") and not pay a fee for any vacant lot that is adjacent to the charged parcel so long as Owner owns the Vacant and Charged Parcel;

The purpose of this definition is to not make a User pay for a string of vacant lots so long as A) that string of vacant lots are all owned by the same Owner and B) the vacant lots are all adjacent to each other and can be connected back to the Charged Parcel

WESTON FIRE DEPARTMENT: the paid personnel, volunteer personnel, and any equipment used by such paid and/or volunteer personnel that comprises the Weston Fire Department as identified with the West Virginia State Fire Commission and/or Weston State Fire Marshal

ZONE/ZONES: the term Zone or Zones shall refer to the areas of the city zoned through the 2019 City of Weston Zoning Code and any amendments

§1 IMPOSITION OF MUNICIPAL SERVICE FEE INSIDE CITY LIMITS

(A) There is hereby imposed upon all users of municipal services provided by the city, a municipal service fee for each lot or parcel of land containing any building or structure owned by each such user.

(B) The municipal service fee shall be imposed at an annual rate as follows:

(1) Owners of all OWNER OCCUPIED RESIDENTIAL UNIT shall pay an annual schedule of municipal service fees as follows:

Fire Protection Fee: \$105.00 per unit

Police Protection Fee: \$25.00 per unit

Street Maintenance Fee: \$25.00 per unit

Bringing the aggregate Municipal Service Fee for owners of OWNER OCCUPIED RESIDENTIAL UNIT to \$155.00 per year, per unit.

In the event a parcel of land has an OWNER OCCUPIED RESIDENTIAL UNIT on it and a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, barn, or other similar structure, and those structures do not serve a NON-RESIDENTIAL PURPOSE, then the owner of the OWNER OCCUPIED RESIDENTIAL UNIT shall only be charged \$155.

Parcels with OWNER OCCUPIED RESIDENTIAL UNITS and NON-RESIDENTIAL UNITS on the parcel shall be billed for each unit.

In the event a parcel has more than one OWNER OCCUPIED RESIDENTIAL UNIT on the parcel, each unit shall be charged a fee.

(2) Owners of all NON-OWNER OCCUPIED RESIDENTIAL UNIT shall pay an annual schedule of municipal service fees as follows:

Fire Protection Fee: \$157.50 per unit

Police Protection Fee: \$33.75 per unit

Street Maintenance Fee: \$33.75 per unit

Bringing the aggregate Municipal Service Fee for owners of NON OWNER OCCUPIED RESIDENTIAL UNIT to \$225.00 per year, per unit.

In the event a parcel of land has a NON-OWNER OCCUPIED RESIDENTIAL UNIT on it AND a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, barn, or other similar structure, and those structures do not serve a NON-RESIDENTIAL PURPOSE, then the Owner of the NON OWNER OCCUPIED RESIDENTIAL BUILDING shall only be charged the \$225.00 per unit fee.

Parcels with NON-OWNER OCCUPIED RESIDENTIAL UNITS and NON-RESIDENTIAL UNITS on the parcel shall be billed for each unit as applicable.

In the event a parcel has more than one NON-OWNER OCCUPIED RESIDENTIAL UNIT on the parcel, each unit shall be charged.

(3) Owners of NON RESIDENTIAL UNITS shall pay an annual schedule of municipal service fees as follows:

Fire Protection Fee: \$250.00 per unit

Police Protection Fee: \$62.00 per unit

Street Maintenance Fee: \$62.00 per unit

Structures with NON-RESIDENTIAL UNIT(S) and OWNER OCCUPIED RESIDENTIAL UNIT(S) shall be charged separate unit at rates defined for each unit.

Structures with NON-RESIDENTIAL UNIT(S) and NON-OWNER OCCUPIED RESIDENTIAL UNIT(S) shall be charged for each separate unit at rates defined for each unit.

In the event a parcel has more than one NON-RESIDENTIAL UNIT on the parcel, each unit shall be charged a fee.

(4) Owners of VACANT LOTS shall pay an annual schedule of municipal service fees as follows:

Fire Protection Fee

\$0.00

Police Protection Fee

Vacant Lot in General Commercial, Mixed Use, or Neighborhood Commercial Zones: \$62.00

Vacant Lot in all other Zones: \$33.75

Street Maintenance Fee

Vacant Lot in General Commercial, Mixed Use, or Neighborhood Commercial Zones: \$62.00

Vacant Lot in all other Zones: \$33.75

(C) Pursuant to West Virginia Code §8-13-15, the City of Weston may bring a civil action or other legal actions against users who do not pay a municipal service fee.

(D) The Weston City Council shall perform an annual review all fees. The Weston City Council has authority to adjust fees on a yearly basis.

§2 IMPOSITION OF FIRE FEE IN FIRST DUE AREA

The Weston City Council finds the following:

The West Virginia State Fire Commission requires the Weston Fire Department to respond to calls outside the city limits of Weston. This area is known as the Weston Fire Department's First Due Area. As such, the Weston Fire Department, through its paid and volunteer personnel, is required to provide fire protection services to areas outside the city limits of Weston. The Weston Fire Department incurs various costs in providing these services.

The County Commission of Lewis County currently has Fire Fee of \$20/year per residential user and \$50/year per commercial user. This County Fire Fee is a fee outside the scope of West Virginia Code §8-13-13. Some amount of the County Fire Fee is distributed to the Weston Fire Department. Said fee is not enough to cover the services provided by the Weston Fire Department to the First Due Area.

As such, the following shall apply:

(A) Fire protection service shall be continued, maintained, and improved by the City, for the benefit of the Users of Fire Services located in the First Due Area. The First Due Area shall be defined as the area outside the City limits of Weston designated by the West Virginia State Fire Commission and West Virginia State Fire Marshal to which the Weston Fire Department is obligated to respond. The owners of buildings, structures, and land in the First Due Area are determined to be users and beneficiaries of fire services as contemplated by West Virginia Code §8-13-13.

(B) The First Due Fee shall be imposed in the First Due Area at an annual rate as follows.

(1) Owners of all OWNER OCCUPIED RESIDENTIAL UNITS shall pay an annual schedule of First Due Fees as follows:

Fire Protection Fee: \$157.50 per unit

In the event a parcel of land has an OWNER OCCUPIED RESIDENTIAL UNIT on it and a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, barn, or other similar structure, and those structures do not serve a NON-RESIDENTIAL PURPOSE, then the owner of the OWNER OCCUPIED RESIDENTIAL UNIT shall only be charged \$157.50.

Parcels with OWNER OCCUPIED RESIDENTIAL UNITS and NON-RESIDENTIAL UNITS on the parcel shall be billed for each unit.

In the event a parcel has more than one OWNER OCCUPIED RESIDENTIAL UNIT on the parcel, each unit shall be charged a fee.

(2) Owners of all NON OWNER OCCUPIED RESIDENTIAL UNITS shall pay an annual schedule of First Due Fees:

Fire Protection Fee: \$236.25 per unit

In the event a parcel of land has a NON-OWNER OCCUPIED RESIDENTIAL UNIT on it AND a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, barn, or other similar structure, and those structures do

not serve a NON-RESIDENTIAL PURPOSE, then the Owner of the NON OWNER OCCUPIED RESIDENTIAL BUILDING shall only be charged the \$236.25 per unit fee.

Parcels with NON-OWNER OCCUPIED RESIDENTIAL UNITS and NON-RESIDENTIAL UNITS on the parcel shall be billed for each unit as applicable.

In the event a parcel has more than one NON-OWNER OCCUPIED RESIDENTIAL UNIT on the parcel, each unit shall be charged.

(3) Owners of all NON RESIDENTIAL UNITS shall pay an annual schedule of First Due Fees:

Fire Protection Fee: \$0.15 per square foot of subject unit

Square footage shall be determined by using the Lewis County Assessor's information concerning the square footage of buildings. In the event such information is not available, the City of Weston shall cause the square footage of the UNIT to be measured and charged accordingly.

In the event a parcel has more than one NON RESIDENTIAL UNIT on the parcel, each UNIT shall be charged.

In the event a parcel has a NON RESIDENTIAL UNIT on the parcel and either an OWNER OCCUPIED RESIDENTIAL UNIT or a NON OWNER OCCUPIED RESIDENTIAL UNIT or both on the parcel, then each UNIT shall be charged for each UNIT.

(C) Pursuant to West Virginia Code §8-13-15, the City of Weston may bring a civil action or other legal action against users who do not pay a municipal service fee.

(D) The Weston City Council shall perform an annual review all fees. The Weston City Council has authority to adjust fees on a yearly basis.

§3 ADMINISTRATION BY THE CITY FINANCE MANAGER.

(A) The City Finance Manager shall administer this fee system. The Finance Manager shall set up an account for each such user and shall charge the applicable fee to each such user on an annual basis, with a schedule of payments outlined below. The City Council may change this billing cycle method through amending this ordinance.

(B) The Finance Manager is hereby authorized to promulgate such rules and regulations as are necessary and reasonable to carry out the provisions of this system. Such rules and regulations will be subject to review and amendment at any time by the

Common Council. The Common Council, by resolution, may amend the rules and regulations promulgated by the City Finance Manager.

§4 SCHEDULE OF PAYMENTS.

- (A) The fees imposed by this ordinance shall be payable based on the following schedule:

Fees for In-City Users shall be paid annually starting on July 1, 2024

Fees for First Due Area Users shall pay their first fee on January 1, 2025, and then pay annually starting July 1, 2025

(B) Payments of the fees identified in this ordinance shall be due within 30 days of the due date on a user's bill. Fees not paid within 30 days of their issuance shall be delinquent. There shall be added to each delinquent account a quarterly penalty not to exceed a combined rate of 6% per annum. Unpaid penalties will also be penalized at a quarterly rate not to exceed 6% per annum starting the quarter following the quarter in which they were initially assessed.

(C) Pursuant to West Virginia Code §8-13-15, the City of Weston may bring a civil action or other legal actions against users who do not pay a municipal service fee.

§5 EXEMPTIONS.

(A) There shall be excepted from the operation of this ordinance those properties used exclusively for divine worship

(B) There shall also be exempted from the operation of this ordinance those properties occupied by benevolent associations and used exclusively for meetings of such associations; provided, that properties occupied by benevolent associations which are available for use or rental by the public to hold parties or other events not attended exclusively by members of the association and their guests, or are regularly used for the dispensing of food and/or alcoholic or nonalcoholic beverages to the membership of such associations or others shall not be exempted from the operation of this ordinance and the payment of any fire fee hereby established.

(C) The Weston City Council may, from time to time, create new exemption categories by amending this Ordinance.

§6 ENFORCEMENT.

If an owner of a building within the city limits of Weston does not pay any of the applicable fees and penalties within sixty (60) days of the date of the bill, the Finance Manager shall alert the owner, via certified mail, return receipt requested, and the owner shall then have ninety (90) days to pay the bill. The ninety (90) days shall begin on the date the notice was mailed. In the event the owner does not pay the bill within those ninety (90) days, the City of Weston may then place a lien on the owner's property. An aggrieved owner may appeal the placement of a lien to the Circuit Court of Lewis County.

In situations where accounts are delinquent, the City may institute any legal method other than lien placement for the collection of in-city and first due area fees, including but not limited to the use of collection agencies and any appropriate civil action, including distraint. The City may also utilize any and all available legal action, including actions in any court of competent jurisdiction for the collection of the fire fee from the user at any time such user's account is delinquent.

§7 MUNICIPAL SERVICE FEE APPEAL BOARD.

(A) There shall be established a Municipal Service Fee Appeals Board, consisting of three members whose terms shall be two years. One member shall be a Council member selected by the Mayor and approved by majority vote of Council, one shall be a representative of the Lewis County Chamber of Commerce approved by majority vote of Council, and the third shall be a resident of the city of Weston approved by majority vote of Council. During their 2-year terms, members shall serve at the will and pleasure of Council. Any vacancy for whatever cause shall be filled by the same procedure in which the vacant position was previously filled.

(B) The Board shall have the power to correct or amend the amount of the fees charged whenever there has been an error of fact or law in the calculation or billing based upon evidence presented at a protest hearing as provided in this ordinance. The determination and order of the Board shall be by a majority vote of the members present and voting.

§8 PROTEST AND APPEAL.

(A) Any user who feels aggrieved by any charge to his or her municipal service fee account may protest the same by filing written notice of such protest with the City Finance Manager setting forth his or her objections thereto and the reasons therefor, on or before the due date of his or her next installment payment. The City Finance Manager shall review such user's account, and in conjunction with the City Manager, shall render a decision on the protest, and forthwith notify the user of such decision in writing within 15 days of the filing of the protest. If the user is still aggrieved, he or she may, within 15 days of the date of the Finance Manager's decision, petition the Municipal Service Fee Appeal Board, who shall set a date and a time for hearing on the protest, which hearing shall be held within 30 days from the filing of such appeal.

(B) The Municipal Service Fee Appeal Board shall hear evidence relevant to the protest. Within 5 days of the hearing the Board shall render its decision on the issues raised at said hearing. The Board shall give notice of its decision in writing to the user and to the City Finance Manager. The user may, within 15 days from the date of the decision of the Appeals Board, file a petition, duly verified, with a court of competent jurisdiction, requesting review of the Board's decision. If no such petition be filed within 15 days, the decision of the Appeals Board shall become final and conclusive. Nothing herein shall be construed to prohibit the accrual during the course of this appeal process of any penalty upon the balance of any account ultimately found to be properly charged.

(C) In the event the account remains delinquent within fifteen (15) days after the date of decision of the City Finance Manager, or within fifteen (15) days of the date of a decision of the Fire Fee Appeals Board, then the City of Weston is permitted to pursue appropriate civil actions against the Owner, including, but not limited to, distraint of the property.

§9 SEVERABILITY

If any court of competent jurisdiction finds that any word, clause, sentence, or other portion of this ordinance is constitutionally defective then the remaining portions of the ordinance shall remain in full force and effect.

§10 EFFECTIVE DATE

This ordinance shall become effective the day after all legal procedures for protesting this ordinance expire. The billing system in this ordinance will become effective, and users expected to pay the fees in this ordinance, starting July 1, 2024.

First Reading March 4, 2024

Second Reading _____

Kim Harrison-Edwards, Mayor

Judy Piercy, City Clerk

Class II Advertisement First Date Published _____

Class II Advertisement Second Date Published _____

Date Second Publication Expired _____

Ordinance 2024-02

Did 30% of Qualified Voters of Weston File Petition to Protest This Ordinance?

Date of Submission of Petition to City Clerk _____

If Petition Submitted Within the Appropriate 45 Days of Expiration of Second Publication (see WV Code §8-13-3(f)), did majority of qualified voters of the city vote to ratify the ordinance? _____

Ordinance 2024-05 Agreement with Jane Lew Concerning Jane Lew’s Use of Weston’s Building Code Official

Whereas, West Virginia Code §8-23-7 authorizes municipalities to contract with other municipalities to perform a governmental service;

Whereas, under the general police powers of municipalities, the monitoring, evaluation, and removal of dilapidated structures is a government service;

Whereas, the City of Weston, West Virginia utilizes the West Virginia State Building;

Whereas, the West Virginia State Building Code authorizes a city Building Code Official to perform actions outlined in the West Virginia State Building Code;

Whereas, the City of Weston utilizes a Building Code Official in enforcing the West Virginia State Building Code, as adopted by the City of Weston;

Whereas, the Town of Jane Lew wishes to utilize the services of the City of Weston Building Code Official;

Whereas, the City of Weston wishes to accommodate the Town of Jane by agreeing to allow the Weston Building Code Official to perform services to the Town of Jane Lew;

Whereas, West Virginia Code §8-11-3(10) requires the passage of an ordinance when a city enters into a contractual agreement with another jurisdiction;

The Common Council of the City of Weston hereby utilizes this ordinance to achieve such purposes; the contents of this intergovernmental agreement shall be attached to this ordinance.

First Reading: _____

Second Reading: _____

Kim Harrison-Edwards, Mayor

Judy Piercy, City Clerk

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) sets for the terms and understanding between the City of Weston (“Weston”) and the Town of Jane Lew (“Jane Lew”) concerning Weston providing to Jane Lew the services of Weston’s Building Code Official relative to performing tasks and duties identified in the West Virginia State Building Code, as adopted by Jane Lew.

Nature of Understanding

This MOU identifies and sets out a shared goal. This MOU is not intended to be the contract on which Weston and Jane Lew will ultimately operate. This document memorializes the fact that both parties agree to work to the final goal of Weston providing Building Code Official services to Jane Lew. As part of this understanding, and consistent with state law, Jane Lew must adopt the most recent version of the West Virginia State Building Code in order to vail itself of the use of Weston’s Building Code Official.

Background

Westona and Jane Lew are municipalities striving to provide the best services possible to their respective communities. The goal of this MOU is for Jane Lew to obtain the services of a Building Code Official officer by “sharing” the services of Weston’s Building Code Official. Cost issues for Jane Lew are also considerations in seeking the shared services.

Purpose

This MOU provides the framework for Weston and Jane Lew to discuss the benefits and costs of an arrangement, as well as, finalize the details for a final agreement regarding division of labor, payment for services, benefits, supervision, and other details that can be reasonably foreseen.

Some terms to be agreed upon include:

Duties

- Inspections or renovations and new construction compliance with WV State Building Code;
- Condemnations of structures;
- Creating list of houses that should be demolished;
- Issuing property and structures notices to owners;
- Availability to testify in municipal court;
- Other assistance related to demolition and repairs;
- Enforcement of the applicable portions of the Code of Ordinances of the Town of Jane Lew (Parts 11, 13, 15, 17, 18)

Oversight

Building Code Official will be supervised by the Mayor of Jane Lew (or the Mayor's designated representative).

Pay

Weston and Jane Lew will create a payment scheme that satisfies the requirements of WV Code §6B-2-5(l) and/or other applicable rules that govern payment for services provided to two public agencies.

Schedule

The Building Code Official will work on an "as needed" basis. Jane Lew will request a time period of work for the Weston Building Code Official. Each time period of work will be approved by the Weston City Manager. Jane Lew will give Weston at least one (1) week's notice of need for the Weston Building Code Official.

Confidentiality

The Weston Building Code Official will not divulge Weston-related confidential or sensitive information to Jane Lew. The Weston Building Code Official will not divulge Jane Lew-related confidential or sensitive information to Weston. If Weston Building Code Official discloses confidential or sensitive information, then the municipality will disclose to the other municipality such disclosure.

Messaging

Both Municipalities may portray the Weston Building Code Official on their respective websites. In messaging situations, Jane Lew will identify the BCO as the Jane Lew BCO.

Communication

Weston and Jane Lew will provide reasonable communication with each other regarding the need, availability, and managerial issues of the Weston Building Code Official. Jane Lew is still expected to give at least one week's notice to Weston for use of the Weston Building Code Official.

At-Will Employee

The Weston Building Code Official shall remain an at-will employee for the City of Weston. The Weston Building Code Official shall also be an at-will employee for the Town of Jane Lew. When, and if, the Weston Building Code Official no longer is employed by the City of Weston, the former Weston employee shall no longer provide services to the Town of Jane Lew under the authority of whatever agreement Weston and Jane Lew agree upon. The City of Weston and Jane Lew shall continue under whatever arrangement for services the parties agreed upon once Weston hires a new Building Code Official.

Dispute Resolution

In the event Weston and Jane Lew cannot agree upon terms either concerning this MOU or in any future agreements, Weston and Jane Lew shall reasonably and amicably try to reach a resolution. The City of Weston retains the right to withhold or discontinue services of its Building Code Official in the event Jane Lew makes a material breach of contractual terms. Material Breach on the part of Jane Lew shall include, but not necessarily be limited to:

1. Failure to pay its share of costs/fees/etc.;
2. Placing the Weston Building Code Official in unreasonable danger;
3. Failure to adopt the most up to date version of the West Virginia State Building Code;
4. Irreconcilable differences between Mayor of Jane Lew and Weston Building Code Official concerning the administration of the West Virginia State Building Code;
5. Jane Lew employees intentionally harming the Weston Building Code Official in a physical or mental way;
6. Jane Lew making derogatory comments on how Weston administers the West Virginia State Building Code, as adopted by the City of Weston;

Entire Understanding

This MOU expresses the general outline of topics that Weston and Jane Lew will agree upon in reaching a final agreement on the sharing of services of the Weston Building Code Official.

Duration

This MOU shall guide Weston and Jane Lew in its quest to obtain a mutually beneficial agreement concerning Jane Lew's use of the Weston Building Code Official. This MOU will be effective from the date it is signed by both parties. The duration of the MOU shall last no longer than 1 year from date of signing. In the event Weston and Jane Lew cannot reach a mutual agreement during the duration of this MOU, the parties may renew this MOU for another 1 year term.

2023 Proposed MOU Between Weston and Jane Lew for Weston Building Code Official Services

Kim Harrison-Edwards Date
Mayor, City of Weston

Ruth Straley Date
Mayor, Town of Jane Lew

A Hybrid Defined Contribution/HSA Encouragement Plan

Recommended to council to consider resolving to replace the second paragraph appearing under the heading “HEALTH INSURANCE,” on page 17 of the employee handbook, with the following bolded statement:

Starting in plan year 2025, City employees electing to participate in the City’s health insurance plan by enrolling in any plan other than PPB Plan C shall be allocated a specific amount of benefit as determined by the class of enrollment which they are electing to participate in. Enrollment classes, as found in the PEIA Shopper’s Guide and Summary Plan Description (SPD) include, “Employee Only,” “Employee + Child(ren),” and “Employee + Family”. This benefit is equal to 90% of each plan’s cost in Plan Year 2024. The benefit will be set at the following amounts:

Employee Only - \$7,020.00

Employee + Child(ren) - \$12,776.40

Employee + Family - \$14,947.20

For all employees electing to participate in PPB Plan C, a high deductible plan, the city will pay the entire premium of the plan. In addition to this, the city will contribute to a Health Savings Account (HSA) for that employee and amount equal to the difference between the deductibles of PPB Plan A and PPB Plan C plans relevant to that employee’s class of enrollment in that same plan year. This HSA contribution amount will be calculated by taking the relevant PPB Plan A deductible and subtracting it from the relevant PPB Plan C Deductible. In plan year 2025, this HSA contribution will be made in its entirety in July, 2024. In subsequent years, this HSA contribution will be made in equal monthly distributions.

VEHICLE BUYERS ORDER

Rocket Preowned Motors, LLC

103 Rocket Drive
Shinnston, WV 26431
304-918-8211

STOCK NO. G128213
D.O.B. _____
S.S. NUMBER _____

PURCHASER'S NAME City Of Weston DATE 3/28/2024

STREET ADDRESS 102 W. 2nd St PHONE _____

CITY Weston COUNTY _____ STATE WV ZIP 26452 SALESPERSON _____

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK DEMONSTRATOR FACTORY OFFICIAL CAR RENTAL VEHICLE AS FOLLOWS:

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
2016	Ram	3500		White	
VIN	TO BE DELIVERED ON OR ABOUT				STOCK NO.
3C7WR3AJ6GG128213	3/28/2024				

REMARKS: _____ CASH PRICE OF VEHICLE \$950.00

0.00

** = Other Clerical Fees

TRADE-IN AND OTHER CREDITS			TRADE-IN STOCK NO.		
TRADE-IN ALLOWANCE	1,000.00	→ 1,000.00	YEAR	MAKE	MOD.
BALANCE OWED ON TRADE	0.00	TAXABLE TOTAL	BODY TYPE	VIN	MILEAGE
BALANCE OWED TO:		25,950.00			
NET EQUITY	1,000.00		ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS _____ MILES/KILOMETERS. AND IS ACCURATE UNLESS CHECKED BELOW <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE		
DEPOSIT	0.00				
CASH ON DELIVERY			DOCUMENT FEES →	50.00	
OTHER			← SELLING PRICE →	25,000.00	
TOTAL CREDIT	1,000.00	→	X % = SALES TAX	0.00	
			COUNTY	27 29	
			TITLE FILING FEES **	0.00	
			OTHER Fee	0.00	
			Lien Fee	0.00	
			Title Fee	0.00	
			TOTAL	25,000.00	
			TOTAL CREDIT	1,000.00	
			BALANCE DUE	25,000.00	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER. IN THE EVENT THAT A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE TERM OF THE SERVICE CONTRACT.

The front and back of this Agreement and any documents referenced herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. If this Agreement is for a used vehicle, see contractual disclosure statement below. I hereby certify that no credit has been extended to me for the purchase of this vehicle except as it appears in writing on the face of this Agreement. I have read the matter printed on the back hereof and agree to it as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

APPROVED: [Signature] DEALER OR AUTHORIZED REPRESENTATIVE SIGNED: [Signature] ACCEPTED BY PURCHASER DATE 3-28-24

ADDITIONAL TERM AND CONDITIONS

1. DEFINITIONS

As used in this Agreement the terms (A) "Dealer" shall mean the person or company to whom this Agreement is addressed and who shall become a party to this Agreement by its acceptance. (B) "Purchaser" shall mean the party initiating this Agreement as stated on the face of the Agreement. (C) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood, by the Purchaser and Dealer that the Dealer is in no respect the agent of the Manufacturer. The Dealer and Purchaser are the sole parties to this Agreement and any reference to the Manufacturer is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer. (D) "Document" and "Agreement" shall mean this Retail Buyers Order plus any other writing relative in any way to the purchase transaction noted on the face of this Retail Buyers Order.

2. PRICE CHANGES

In the event the Manufacturer shall notify the Dealer of a change in price for new motor vehicles of the same style and type as the vehicle ordered by this Agreement, and prior to delivery to the vehicle ordered by Purchaser, the Dealer shall have the right to adjust the cash price of the vehicle ordered, only in the amount of the increase. In the event of any such change in the cash price, the Purchaser shall have the option of concluding the purchase at the adjusted price or canceling this Agreement. Should the Purchaser elect to cancel this Agreement, the Dealer will refund to the Purchaser all amounts previously paid, and if the Purchaser has delivered to the Dealer a trade-in vehicle as all or part of the payment required, the Dealer shall redeliver the trade-in vehicle to the Purchaser. If the Dealer has sold the trade-in vehicle, the Dealer shall pay to the Purchaser the trade-in allowance for the vehicle, less any negative equity adjustment.

3. MANUFACTURER'S DESIGN CHANGES

In the event the Manufacturer shall change or modify the design of or any part of accessory of the new motor vehicle after the Purchaser's order for the new vehicle has been entered by the Dealer, the Purchaser shall have no claim or right against the Dealer should the Purchaser's new vehicle not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle.

4. DELAYS IN DELIVERY

The Purchaser understands that the Dealer shall not be liable for any damages resulting from a failure to deliver or other delays caused by the Manufacturer, accidents, fire or any other causes beyond the Dealer's control. This Agreement may be renegotiated or canceled (with full refund of deposit) by the Purchaser if the ordered vehicle is not delivered by the date specified on the face of this Agreement.

5. CHANGES OTHER THAN MANUFACTURER'S DESIGN CHANGES

If the ordered vehicle arrives at the Dealer's place of business not equipped in accordance with this Agreement, the Purchaser has the right to refuse to accept delivery, with no loss of deposit, or renegotiate a new purchase agreement.

6. TRADE-IN VEHICLE APPRAISAL AND PAY-OFF

If the Purchaser is delivering a trade-in vehicle as part of the purchase price and the delivery will not be made until delivery of the Purchase's ordered vehicle, the Dealer shall have the right to reappraise the Purchaser's trade-in vehicle at the time of delivery of the ordered vehicle. The reappraised amount shall be the amount allowed for the trade-in vehicle in the Agreement. If the Purchaser is dissatisfied with the reappraisal, the Purchaser may cancel this Agreement, provided that the cancellation occurs prior to the Purchaser taking delivery of the ordered vehicle. If the Purchaser is delivering a trade-in vehicle as part of the purchase price and the actual amount of the balance owed on the trade-in vehicle is different than the amount of the balance owed as listed in the Agreement, the Purchaser agrees to pay the difference to the Dealer if the actual amount of the balance owed is greater than the amount listed and, if the actual amount of the balance owed is less than the amount listed, the Dealer agrees to pay the difference to the Purchaser.

7. TITLE TO THE TRADE-IN VEHICLE

Any trade-in vehicle delivered by the Purchaser to the Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in vehicle in accordance with applicable state law. The Purchaser warrants that any trade-in vehicle delivered to the Dealer is properly titled to the Purchaser, has never been a salvage vehicle, that the Purchaser has the right to sell or otherwise convey such vehicle, that such vehicle is free and clear of all liens or encumbrances except as may be noted on the front side of this Agreement, and that all emission control equipment is on the vehicle and in satisfactory working order and the odometer reading shown is accurate unless otherwise disclosed.

8. PURCHASER'S REFUSAL TO PURCHASE

In the event of any failure by the Purchaser to perform the Purchaser's obligations, including but not limited to, any failure to take delivery of or to pay the agreed purchase price for the ordered vehicle, the Dealer shall be permitted to retain an amount equal to any actual damages the Dealer incurred due to the Purchaser's default. If the Purchaser has delivered a trade-in vehicle to the Dealer as part or all of the purchase price, the Dealer may return the trade-in vehicle to the Purchaser if the Dealer has not already sold the trade-in vehicle. If Dealer has already sold the trade-in vehicle, the Dealer may refund to the Purchaser the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the trade-in vehicle for sale.

9. TAX LIABILITY

The Purchaser shall be liable for all sales, use or other taxes of a similar nature applicable to the transaction unless such payment otherwise is prohibited by law; provided that the Purchaser shall in no event be liable for any taxes calculated on the Dealer's income.

10. INSURANCE UNAVAILABILITY

In the event this Agreement includes a charge for credit life or credit disability insurance and for any reason such insurance cannot be provided, the Purchaser shall receive a credit for the amount charged for such insurance. The inability of the Dealer or any assignee of the Dealer to secure such insurance for the Purchaser shall not relieve the Purchaser from the Purchaser's obligation to purchase the vehicle described in this Agreement. Credit life and credit disability insurance are not mandatory.

11. SIGNING OF OTHER DOCUMENTS

Purchaser agrees to sign any and all documents necessary to complete the terms of this sale.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Ram	3500	2016	3C7WR3AJ6GG128213
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

G128213
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:

AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

DEALER WARRANTY

FULL WARRANTY

LIMITED WARRANTY. The dealer will pay 30 % of the labor and 30 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Drivetrain Only

DURATION:

30 Days / 1,000 Miles

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES.**
The manufacturer's original warranty has not expired on some components of this vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.**
- OTHER USED VEHICLE WARRANTY APPLIES.**

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT.** A service contract is available at an extra charge. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body

- Frame-cracks, corrective welds, or rusted through
- Dog tracks--bent or twisted frame

Engine

- Oil leakage, excluding normal seepage
- Cracked block or head
- Belts missing or inoperable
- Knocks or misses related to camshaft lifters and push rods
- Abnormal exhaust discharge

Transmission & Drive Shaft

- Improper fluid level or leakage, excluding normal seepage
- Cracked or damaged case which is visible
- Abnormal noise or vibration caused by faulty transmission or drive shaft
- Improper shifting or functioning in any gear
- Manual clutch slips or chatters

Differential

- Improper fluid level or leakage excluding normal seepage
- Cracked or damaged housing which is visible
- Abnormal noise or vibration caused by faulty differential

Cooling System

- Leakage including radiator
- Improperly functioning water pump

Electrical System

- Battery leakage or corrosion
- Improperly functioning alternator, generator, battery, or starter

Fuel System

- Visible leakage

Inoperable Accessories

- Gauges or warning devices
- Air conditioner
- Heater & Defroster

Air Bags

Brake System

- Failure warning light broken
- Pedal not firm under pressure (DOT spec.)
- Not enough pedal reserve (DOT spec.)
- Does not stop vehicle in straight line (DOT spec.)
- Hoses damaged
- Drum or rotor too thin (Mfgr. Specs)
- Lining or pad thickness less than 1/32 inch
- Power unit not operating or leaking
- Structural or mechanical parts damaged

Steering System

- Too much free play at steering wheel (DOT specs.)
- Free play in linkage more than 1/4 inch
- Steering gear binds or jams
- Front wheels aligned improperly (DOT specs.)
- Power unit belts cracked or slipping
- Power unit fluid level improper

Suspension System

- Ball joint seals damaged
- Structural parts bent or damaged
- Stabilizer bar disconnected
- Spring broken
- Shock absorber mounting loose
- Rubber bushings damaged or missing
- Radius rod damaged or missing
- Shock absorber leaking or functioning improperly

Tires

- Tread depth less than 2/32 inch
- Sizes mismatched
- Visible damage

Wheels

- Visible cracks, damage or repairs
- Mounting bolts loose or missing

Exhaust System

- Leakage
- Catalytic Converter

Rocket Preowned Motors LLC

DEALER

103 Rocket Drive

ADDRESS

Shinnston, WV 26431

SEE FOR COMPLAINTS

I HEARBY ACKNOWLEDGE RECEIPT OF THE BUYERS GUIDE AT THE CLOSING OF THIS SALE.

CUSTOMER SIGNATURE

DATE

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F.R. 455).

PROOF OF COVERAGE	
COMPANY NAME	West Virginia Communities Risk Pool
	1819 Electric Road, Suite C
	Roanoke, VA 24018
Member Name:	City of Weston
Contract #:	WV-CI-138-24
REACTIVE:	7/1/2023
EXPIRATION:	7/1/2024
Vehicle ID #:	FLEET
AGENCY/COMPANY ISSUING CARD:	Risk Management Programs, Inc.
AGENCY PHONE:	(888) 822-6772



540423



R N T E
CLASS
LICENSE #
EXP. DATE
DL OR ID #

CERTIFICATE OF TITLE TO A MOTOR VEHICLE


The Division of Motor Vehicles of West Virginia certifies that pursuant to an application under oath and in substance prescribed by the laws of West Virginia and filed with said Division, the applicant, whose name and address first hereinbelow appear, has been registered in the office of said Division as the lawful owner of the vehicle/boat hereinafter described, or is otherwise entitled to have said vehicle/boat registered in the name of said applicant, that is to say:

08		ODOMETER READING 125467		ACTUAL	
23		MAKE/BODY	YEAR MODEL	VEHICLE/BOAT IDENTIFICATION NO.	WEIGHT/LENGTH TITLE NUMBER
22	09	RAM CB	2016	3C7WR3AJ6GG128213	18000 FT34812 EF01019
					08/23/2022

AEP SERVICE CORP
4600 ROBERT C BYRD DR
BECKLEY WV
25801

Said Division further certifies that from said verified application, the above described vehicle/boat is subject to lien(s) and encumbrance(s) described below, and none other, that is to say:

<p align="center">FIRST LIEN</p> <p><i>Name and mailing address of Lienholder</i></p>	<p align="center">RELEASE</p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of Person or Officer (X) _____</p> <p>taken, subscribed, and sworn before me on this, the _____ day of _____, 20____</p> <p>Notary Public (X) _____</p> <p>My commission expires the ____ day of _____, 20____</p>
<p align="center">SECOND LIEN</p> <p><i>Name and mailing address of Lienholder</i></p>	<p align="center">RELEASE</p> <p>This lien was fully paid, satisfied, and released on this, the _____ day of _____, 20____</p> <p>Name of Lienholder _____</p> <p>Signature of Person or Officer (X) _____</p> <p>taken, subscribed, and sworn before me on this, the _____ day of _____, 20____</p> <p>Notary Public (X) _____</p> <p>My commission expires the ____ day of _____, 20____</p>



Witness the corporate name of the Division of Motor Vehicles of West Virginia and the seal of said Division on the month, day, and year set beneath the name of the applicant in this Title.

WVC-2887163

COMPLETE IN BLUE OR BLACK INK ONLY

Federal and State law requires that you certify the mileage in connection with the transfer of ownership. Failure to certify or providing a false statement of vehicle mileage may result in fines and/or imprisonment.

ASSIGNMENT OF CERTIFICATE OF TITLE

The undersigned hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Sale Price \$	Trade In \$	Net Cost \$	6% Tax \$
---------------	-------------	-------------	-----------

Printed Name of Buyer(s) Rocket Pro-owned Motors	Address 103 Rocket Drive Shinnston WV 26431
---	--

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING- ODOMETER DISCREPANCY

Signature of Seller(s) or Dealer AEP Service Company - Richardson	Printed Name of Seller(s) or Dealer AEP Service Company - Richardson	Dealer's License Certificate No.	Date of Sale
--	---	----------------------------------	--------------

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s)
(X) L. Gordon Witmer

Printed Name(s) of Buyer(s)
Rocket Pro-owned Motors

1st RE-ASSIGNMENT BY DEALER ONLY

Sale Price \$ 25000	Trade In \$ 0	Net Cost \$ 25000	6% Tax \$
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The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s) City of Weston	Address 102 W 2nd St Weston, WV 26452
--	--

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING- ODOMETER DISCREPANCY

Signature Dealer/Agent (X) L. Gordon Witmer	Printed name of Dealer/Agent Rocket Pro-owned Motors	Dealer's License Certificate No. DUC2812	Date of Sale
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"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) (X)	Printed Name(s) of Buyer(s)
---------------------------------	-----------------------------

Sale Price \$	Trade In \$	Net Cost \$	6% Tax \$
---------------	-------------	-------------	-----------

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s)	Address
--------------------------	---------

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING- ODOMETER DISCREPANCY

Signature Dealer/Agent (X)	Printed name of Dealer/Agent	Dealer's License Certificate No.	Date of Sale
-------------------------------	------------------------------	----------------------------------	--------------

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) (X)	Printed Name(s) of Buyer(s)
---------------------------------	-----------------------------

Sale Price \$	Trade In \$	Net Cost \$	6% Tax \$
---------------	-------------	-------------	-----------

The undersigned Dealer hereby certifies that, for the sale price herein stated, the vehicle/boat described in this title has been transferred to the following Buyer(s) named below:

Printed Name of Buyer(s)	Address
--------------------------	---------

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:"

1. The mileage stated is in excess of its mechanical limits. 2. The odometer reading is not the actual mileage. WARNING- ODOMETER DISCREPANCY

Signature Dealer/Agent (X)	Printed name of Dealer/Agent	Dealer's License Certificate No.	Date of Sale
-------------------------------	------------------------------	----------------------------------	--------------

"I am aware of the above odometer certification made by the seller."

Signature(s) of Buyer(s) (X)	Printed Name(s) of Buyer(s)
---------------------------------	-----------------------------

Sale Price \$	Trade In \$	Net Cost \$	6% Tax \$
---------------	-------------	-------------	-----------

TRANSFER AND TRADE-IN INFORMATION

(Credit allowed only on vehicles/boats registered in WV and tax has been paid by applicant)

Description of vehicle/boat traded in:	1. Make	Year	VIN No.	Title No.
	2. Make	Year	VIN No.	Title No.
Registration plates exchanged or transferred from:	Make	Year	VIN No.	License No.

Amount \$	Kind	Lienholder
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Date of Lien	Address of Lienholder
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INSURANCE STATEMENT **BUYER'S CERTIFICATE OF TITLE**

INSURANCE MUST BE IN EFFECT WHEN APPLICATION IS RECEIVED	Name of Buyer(s) must be entered legibly and exactly as they are to appear on the new Certificate of Title. If the title reads "and" both signatures must appear.
Effective Date of Insurance Policy:	Printed name of Buyer(s) City of Weston
From	Address of Buyer(s) 102 W 2nd St. Weston WV 26452
Name of Insurance Company	"I/We hereby state, under penalty of false swearing, that the statements made herein are true and correct to the best of my/our knowledge and belief."
Name of Agent	
Insurance Policy Number	

Any change, alteration, or erasure on any re-assignment(s) will void this title. TITLE NUMBER



ProGuard
WARRANTY
proguardwarranty.com

Service Contract Application

407 McAlpine Street
Avoca, Pennsylvania 18641
Toll Free 877.474.9462
Toll Free Fax 855.414.0431

WN 391934

PGW/N

OFFICE USE ONLY

CLASS A B D H
PC LEVEL ① 2 3 4 5
OPTIONS _____
DEDUCTIBLE \$100 _____

CONTRACT # _____
CHECK # _____
CODE _____
ACCP. DATE _____

CUSTOMER INFORMATION		PLAN TYPE	
Customer Name(s) <u>CITY OF WESTON</u>		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER <input type="checkbox"/> UPGRADE <input type="checkbox"/> RENEWAL	
Address <u>102 W 2ND ST</u> Apt./Suite # _____		DEDUCTIBLE CHOICE	
City <u>WESTON</u> State <u>WV</u> Zip <u>26452</u>		<input checked="" type="checkbox"/> \$100 <input type="checkbox"/> \$50 ADD \$50 <input type="checkbox"/> \$0 ADD \$100	
Phone <u>(681) 533-9433</u> Cell _____		VEHICLE CLASS	
Email <u>MSTARETT@CITYOFWESTONWV.COM</u>		<input type="checkbox"/> A <input type="checkbox"/> B <input checked="" type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> HL	
DEALER INFORMATION		PLAN CHOICE LEVEL	
Dealer Name <u>ROCKET MOTORS</u> DIN <u>DOC2812</u>		<input checked="" type="checkbox"/> PG1 (Limited Powertrain) <input type="checkbox"/> PG4 (Comprehensive)	
Address <u>103 ROCKET DRIVE</u> City <u>SHINNSTON</u>		<input type="checkbox"/> PG2 (Powertrain Plus) <input type="checkbox"/> PG5 (Exclusionary)	
State <u>WV</u> Zip <u>26431</u> Phone <u>304-918-8211</u>		<input type="checkbox"/> PG3 (The Standard)	
VEHICLE INFORMATION		PRE-OWNED TERM	
Year <u>2016</u> Make <u>RAM</u>		<input type="checkbox"/> 3 Months / 4,500 Miles <input type="checkbox"/> 36 Months / 40,000 Miles	
Model <u>3500 Trim ST 4WD</u>		<input type="checkbox"/> 6 Months / 7,500 Miles <input type="checkbox"/> 48 Months / 50,000 Miles	
VIN # <u>3C7WR3AJ6GG128213</u> Odometer <u>127,498</u>		<input checked="" type="checkbox"/> 12 Months / 15,000 Miles <input type="checkbox"/> 60 Months / 60,000 Miles	
Engine: <input checked="" type="checkbox"/> GAS <input type="checkbox"/> DIESEL <input type="checkbox"/> EV/HYBRID		<input type="checkbox"/> 24 Months / 27,500 Miles	
Cylinder: <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> 8		LATE MODEL TERM	
Transmission: <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> MANUAL		ORIGINAL IN SERVICE DATE ____ / ____ / ____	
Drivetrain: <input type="checkbox"/> RWD <input type="checkbox"/> FWD <input type="checkbox"/> AWD <input checked="" type="checkbox"/> 4WD		FACTORY XTEND	
Vehicle Price: <u>\$26,000.00</u>		<input type="checkbox"/> 24 Months / 24,000 Miles <input type="checkbox"/> 60 Months / 64,000 Miles	
Lienholder: <u>N/A</u>		<input type="checkbox"/> 36 Months / 36,000 Miles <input type="checkbox"/> 60 Months / 100,000 Miles	
		<input type="checkbox"/> 48 Months / 50,000 Miles	
		FACTORY XTEND WRAP	
		<input type="checkbox"/> 60 Months / 60,000 Miles <input type="checkbox"/> 72 Months / 100,000 Miles	
		<input type="checkbox"/> 60 Months / 100,000 Miles <input type="checkbox"/> 84 Months / 100,000 Miles	
		<input type="checkbox"/> 72 Months / 70,000 Miles <input type="checkbox"/> 120 Months / 100,000 Miles	
REQUIRED CHARGES			
<input type="checkbox"/> DIESEL ENGINE (INCLUDED WITH XTEND WRAP) <input type="checkbox"/> LIFT KITS UP TO 6 INCHES <input type="checkbox"/> EV/HYBRID (PG2 ONLY)			
<input type="checkbox"/> ADVANCED EV/HYBRID (PG3, PG4, PG5 ONLY) (INCLUDED WITH FACTORY XTEND WRAP AND FACTORY XTEND PG5)			
<input type="checkbox"/> OEM SINGLE TURBO/SUPERCHARGER (INCLUDED WITH PG4, PG5, AND FACTORY XTEND WRAP) <input type="checkbox"/> OEM TWIN TURBO			
OPTIONS			
<input type="checkbox"/> IQ TECH PACKAGE (INCLUDED WITH FACTORY XTEND WRAP AND FACTORY XTEND PG5)			

AGREEMENT AMOUNT **\$700.00**

APPLICANT ACKNOWLEDGMENT

IMPORTANT: PLEASE REFER TO DEFINITIONS SECTION OF THIS CONTRACT ON PAGE THREE (3) FOR DEFINED BOLDFACE TERMS
I HAVE READ ALL PAGES OF THIS CONTRACT. I understand and agree to the Terms and Conditions of this Contract and also to the Coverage/Term selected herein. ProGuard Warranty Inc. is the Administrator of this Contract. I acknowledge that this Contract is between myself and ProGuard Warranty Inc. This document is an application for a Vehicle service Contract and does not constitute a Contract until accepted by the Administrator. Once the Administrator accepts this Contract, I understand and agree that this is not an insurance policy. This document is not specific to any one state. Any change to the printed Terms and Conditions is invalid and of no force or effect. If any information on this Contract is in error, contact the selling Dealer or Administrator immediately. This Contract must be purchased at time of sale of the Vehicle, unless authorized by the Administrator. Purchase of this Contract is not required in order to purchase a Vehicle or obtain Vehicle financing.

APPLICANT SIGNATURE X _____ SALESPERSON MORGAN DATE 03/28/2024

STATED COMPONENT COVERAGE (IF SPECIFIC COMPONENT IS NOT LISTED, IT IS NOT COVERED)

PG1/PROGUARD 1 (Limited Powertrain):

DIFFERENTIAL: All internally lubricated parts including Bearings, Center support bearing, Differential housing, Ring and pinion gears, Spider and side gears. **ENGINE:** Gas/Diesel. All internally lubricated parts including Exhaust manifold, Timing chain and gears, Timing belt. Engine block is covered with the **Failure** of an internally lubricated part. **FOUR (4) WHEEL DRIVE AND ALL WHEEL DRIVE:** All internally lubricated parts of the transfer case including Bearings, Bushings, Chains, Gears, Spleves, Sprockets. **-SEALS AND GASKETS:** Cylinder heads, Intake Manifold, (all others are included in conjunction with a covered repair). **TRANSMISSION:** Automatic/Manual; All internally lubricated parts including Electronic switches/solenoids. **LABOR:** (See Terms and Conditions Section #3).

PG2/PROGUARD 2 (Powertrain Plus):

COOLING SYSTEM: Mechanical water pump, Radiator and Thermostat. **DIAGNOSTICS:** (See Terms and Conditions Section #5). **DIFFERENTIAL:** All internally lubricated parts including Bearings, Center support bearing, Differential housing, Ring and pinion gears, Spider and side gears. **DRIVE AXLE:** CV joints, Drive shafts, Universal joints. **ENGINE:** Gas/Diesel. All internally lubricated parts including Exhaust manifold, Timing chain and gears, Timing belt. Engine block is covered with the **Failure** of an internally lubricated part. **EV/HYBRID:** Electric traction motor, Electronic transmission/E-CVT transaxle, Power electronic controller (electronic motor). **FLUIDS AND FILTERS:** Any fluids and filters required in conjunction with a covered repair (excludes Refrigerant) **FOUR (4) WHEEL DRIVE AND ALL WHEEL DRIVE:** All internally lubricated parts of the transfer case including Bearings, Bushings, Chains, Gears, Sleeves, Sprockets. **LABOR:** (See Terms and Conditions Section #3). **SEALS AND GASKETS:** Cylinder heads, Intake Manifold, (all others are included in conjunction with a covered repair). **TRANSMISSION:** Automatic/Manual; All internally lubricated parts including Electronic switches/solenoids. **TURBO/SUPERCHARGER:** (OEM only) All internally lubricated parts including Bearings, Housing, Shafts, Vanes and Wastegate. **24 HOUR ROADSIDE ASSISTANCE:** 1-855-777-0797, (See Terms and Conditions Section #12).

PG3/PROGUARD 3 (The Standard) INCLUDES PG2 PLUS THE FOLLOWING:

ABS BRAKES: Accumulator, Electronic control processor, Hydraulic pump, Isolation dump valve, Motor assembly, Pressure modulator valve, Wheel speed sensors. (ABS Brakes not available on three (3) or six (6) Month agreements). **ADVANCED ELECTRICAL:** Ambient temperature sensor, Convertible top motor, Door lock actuators and switches, Electronic ignition module, Electric water pump, Lift Gate Motor and actuator, MAP sensor, Mass Air Flow sensor, Oxygen sensors, Power mirror motors and switches, Power sliding door motors, Power window motors, switches and regulators, Seat motors and switches, Sunroof motor, TPMS sensors (Advanced Electrical not available on three (3) or six (6) Month agreements). **ADVANCED EV/HYBRID:** DC/DC converter, Electric traction motor, Electronic transmission/E-CVT transaxle, Extended range drive transmitter, EV/HV electric brake servo, High voltage A/C compressor, Onboard battery charger, Power electronic controller (electronic motor), Propulsion battery, Thermal cooling system. **AIR CONDITIONING:** Accumulator, Compressor, Clutch, Compressor Clutch Bearing, Dryer/Receiver, Evacuation and recharge (only in conjunction with a covered repair), Evaporator, Expansion valve, Front and rear condenser, Orifice tube, Plenums and air ducts, POA valve. **BRAKES:** Booster and valve, Calipers, Hydro booster, Master cylinder, Power vacuum assist, Steel brake lines and hoses, Wheel Cylinders. **COOLING SYSTEM:** Electric radiator fan motor, Fan and clutch, Heater Core. **ELECTRICAL SYSTEM:** Alternator, Front and Rear wiper motor assembly, Rear window defroster switch, Starter motor and drive assembly. **ENGINE:** Flywheel/Flexplate. **FLUIDS:** Refrigerant included in conjunction with a covered repair. **FUEL SYSTEM:** Fittings, Fuel lines, Fuel pump module, Primary Fuel Pump. **RENTAL CAR REIMBURSEMENT:** (See Terms and Conditions Section #11). **STEERING:** Gear box, Power steering pump, Rack and Pinion, Tie rod ends, Upper and lower control arms, shafts and bushings. **SUSPENSION:** Air suspension compressor, Leaf and coil springs (only if broken), Pitman arms, Spindles, Upper and lower ball joints, Wheel bearings. **TRIP INTERRUPTION:** (See Terms and Conditions Section #14).

PG4/PROGUARD 4 (Comprehensive) INCLUDES PG2, PG3 PLUS THE FOLLOWING:

BRAKES: Backing plate, Parking brake control, Pedal/Lever, Pressure differential switch, Vacuum booster pump. **COOLING SYSTEM:** Bearing and pulley, Blower motor resistor, Blower motor switch, Coolant recovery reservoir, Heater blower motor, Heater control valve and Serpentine belt tensioner. **DRIVE AXLE:** Manual and Electronic Locking Hubs. **ELECTRICAL:** Alternator pulley and bracket assembly, Body control module (BCM), Cruise control assembly, Drive-by-wire throttle, Emergency warning flasher switch, Engine control unit (ECU), Headlamp dimmer switch, Headlamp switch, Homelink wireless control system (OEM only), Horn, Idle air control motor/valve, Ignition coil, Ignition coil pack, Ignition distributor, Interior light switches, Keyless entry transmitter and receiver, Neutral safety switch, Powertrain control module (PCM), Power trunk release motor, Stop lamp brake switch, Trunk pull down motor, Turn signal switch, Variable valve timing solenoid (VVT), Washer fluid pump and switch, Wiper module and delay switch. **ENGINE:** Air injection pump, Engine mounts, Oil pan, Timing tensioners/guides. **FUEL SYSTEM:** Fuel injection control module, Fuel Tank, Injectors, Pressure regulator, Secondary and High Pressure Fuel Pump, Vacuum pump metering valve. **INTERIOR/EXTERIOR:** Hood/Trunk/Hatch struts and hinges, Washer fluid exit ports. **SENSORS:** BAP sensor, Camshaft position sensor, Coolant Level sensor, Coolant temperature sensor, Crankshaft position sensor, Fuel injection sensors, Fuel level sensor, Heated oxygen sensor, Intake air temperature sensor, Knock sensor, Neutral/Park position sensor, Oil temperature sensor, PFE sensor, Pressure sensor (HVAC), Ride height sensor, Temperature sending unit sensor, Throttle position sensor, Vehicle speed sensor. **STEERING:** Idler arm and bushings, Power steering pump pulley and bracket, Steering shaft pivot joint, Tie rod sleeves. **SUSPENSION:** Stabilizer bar links and bushings, Steering knuckles, Strut bars and bushings, Torsion bar mounts and bushings. **TRANSMISSION:** Transmission mounts, Transmission oil pan.

PG5/PROGUARD 5 (Exclusionary) INCLUDES PG2 THROUGH PG4 PLUS THE FOLLOWING:

All covered components of Manufacturer's Basic Warranty except for parts listed under Section #10 EXCLUSIONS of this Contract.

FACTORY XTEND WRAP (Exclusionary Wrap) INCLUDES PG2, PG3, PG4 PLUS THE FOLLOWING:

All covered components of Manufacturer's Basic Warranty except for parts listed under Manufacturer's Powertrain Warranty and parts listed under Section #10 EXCLUSIONS of this Contract.

TERMS & CONDITIONS

1. DEFINITIONS

Contract – refers to this Vehicle service Contract/agreement that You purchased from Us to protect Your Vehicle.

Coverage(s)/Term(s) – refers to the protection and duration You have chosen, as shown on the Identification Card and on page one (1) of this Contract.

Dealer – refers to selling Dealer.

Deductible – refers to the amount You will need to pay the Licensed Repair Facility per visit, as shown on the Identification Card and on page one (1) of this Contract.

Failure – refers to the complete malfunction of a covered component that can no longer perform for which it was designed by the manufacturer. Failure does not include the gradual reduction in operating performance where a complete Failure has not occurred.

Identification Card – refers to the acceptance card that becomes part of this Contract. It gives information about You, Your Vehicle, Coverage chosen and other significant data.

In Service Date – refers to the vehicle's factory warranty start date or the new vehicle's first day of use, whichever occurs first, regardless of the Contract/agreement purchase date.

Licensed Repair Facility – refers to a repair facility which is licensed by the state in which they do business.

OEM – refers to original equipment manufacturer.

Vehicle – refers to the automobile covered, which is described on page one (1) of this Contract along with the Identification Card.

We, Us, Our, Obligor, Administrator – refers to ProGuard Warranty Inc. who is obligated to perform under this Contract, as indicated on the Identification Card.

You, Your – refers to the Contract/agreement holder named on the Identification Card and on page one (1) of this application or the person to whom this Contract was properly transferred.

2. LIMITS OF LIABILITY

- A. Our obligations under this Contract will cease when the cumulative benefits paid or payable under this Contract exceed the clean value of Your Vehicle at the time of loss as determined by the current J.D. Power Official Used Car Guide clean retail value, or the selling price of the Vehicle, whichever is less.
- B. PG1 (LIMITED POWERTRAIN) ONLY. The total of all benefits paid or payable shall not exceed the J.D. Power Official Used Car Guide clean retail value of the Vehicle at the time of repair. In addition, the total of all benefits paid or payable are limited to the following: three (3) and six (6) month Terms one thousand two hundred fifty (\$1,250) dollars – twelve (12) month Term one thousand seven hundred fifty (\$1,750) dollars – twenty-four (24) month Term three thousand (\$3,000) dollars.

3. ADMINISTRATOR'S OBLIGATIONS AND RIGHTS

- A. We agree to repair, replace, or reimburse You the cost of repairing a covered component on the Vehicle as a result of a mechanical breakdown arising out of the normal use of Your Vehicle, less Your Deductible, provided the Administrator has issued an authorization number before repairs begin.
- B. PARTS: Replacement of covered components may be new, used, remanufactured, refurbished, of like kind, or serviceable used components as deemed fit by the Administrator, which is standard in the automotive industry.
AAAA. EV/Hybrid Batteries: If a covered repair requires propulsion battery replacement, We may replace such with either a new, used, remanufactured, refurbished, of like kind, or serviceable used high voltage battery with an energy capacity level at or within approximately ten (10%) percent of that of the battery requiring repair.
- C. LABOR: Only on covered repairs. Labor charges will be based on current All Data Labor Guide, hourly rates will be within accepted industry standards.
- D. RIGHT TO RECOVERY: If Administrator approves payments under the Contract in which You can recover cost from another party, Your rights will become Our rights up to the amount We paid. You will do whatever is necessary to enable Us to enforce these rights.
- E. The Administrator reserves the right to have Your Vehicle inspected for Failure when a claim is presented. The Administrator at its discretion also has the right to have You move Your Vehicle to another service provider of the Administrator's choice if deemed necessary.
- F. Our obligations under this agreement are insured under an insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, except in California, Georgia, New York and Wisconsin. In Georgia, Our obligations under this agreement are insured under an insurance policy issued by the Insurance Company of the South, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In New York and Wisconsin, Our obligations under this agreement are insured under an insurance policy issued by Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In California, Our obligations under this agreement are insured under an insurance policy issued by Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. In the event the Obligor fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, You may file a direct claim with Lyndon Southern Insurance Company, Insurance Company of the South, Blue Ridge Indemnity Company, Response Indemnity Company of California. To do so, please call the following toll-free number for instructions: (800) 888-2738.

4. YOUR OBLIGATIONS

If You do not receive Your Identification Card within sixty (60) days, call the Administrator's customer service at 877-474-9462. To obtain the benefits provided by this Contract, You are required to provide the maintenance of all covered components in accordance with the manufacturer's recommendations. If it is found that a Failure was caused by Your negligence, either in maintenance or driving Your Vehicle for a prolonged time after a warning alerted You, the component Failure will not be covered under this Contract. If You do not have an owner's manual, then You can return to selling Dealer or call the Administrator for recommendations. Proper documentation and verifiable receipts for all maintenance and repairs will be required in the event of a claim. Receipts must contain Your name, proper Vehicle documentation (e.g. year, make, and model), and the current mileage of the Vehicle. Handwritten receipts will not be accepted. You should continuously monitor Your Vehicle. Failure to provide proof of required maintenance may result in denial of Coverage. You must make sure that all warning gauges and lights are working properly at all times.

DO NOT HAVE ANY REPAIRS PERFORMED ON YOUR VEHICLE WITHOUT PRIOR AUTHORIZATION FROM ADMINISTRATOR

5. CLAIMS PROCEDURE/MECHANICAL BREAKDOWN

- A. Take immediate action to protect the Vehicle from further damage. This may require You to pull the Vehicle over to a safe location, turn off the engine, and have the Vehicle towed.
- B. If possible, return to the Dealer during normal service department hours. If that is not possible, then You must contact the Administrator at 877-474-9462 in order to locate a Licensed Repair Facility.
- C. Present Your Identification Card, along with a copy of the tow receipt (when applicable) to the Licensed Repair Facility. PRIOR AUTHORIZATION must be obtained from the Administrator PRIOR TO ANY REPAIR. The Administrator can be reached toll free at 877-474-9462.
- D. If You elected Coverage with a Deductible, You will be required to pay the Deductible amount to the Licensed Repair Facility. You are also required to pay sales tax, along with any repair, labor, or part not authorized by the Administrator.
- E. You are responsible for authorizing inspection or teardown of Your Vehicle by the Licensed Repair Facility to determine the cause of Failure. If the Failure is not covered under this Vehicle Contract, You will be responsible for these costs.
- F. Diagnostic and/or teardown is covered for a combined total up to one (1) hour if Failure is found to be of a covered component and is not found to be an easily identifiable Failure. (You must first be issued an authorization from the Administrator PRIOR TO ANY WORK BEING DONE ON Your Vehicle). Not included with PG1 (Limited Powertrain).

6. CONTRACT PERIOD

Coverage under this Contract begins immediately upon receipt and acceptance by the Administrator with the stipulation that the Administrator receives payment within seven (7) days. Contract expiration is measured in time from the Contract purchase date and mileage from the odometer as shown on page one (1) of this Contract. Contract will expire according to the Term of the Contract selected, whichever occurs first. The Factory Xtend Term begins at the end of the Manufacturer's Basic Warranty. However, if the Vehicle is outside of its Basic Warranty and is still covered by the Manufacturer powertrain warranty, Term begins at time of sale. The Factory Xtend Wrap Term begins on original In Service Date. Any claims made after the expiration of this Contract, regardless of date/mileage at the time of Failure, will be denied.

7. CANCELLATIONS/REFUNDS

- A. The Administrator may cancel this Contract for any of the following reasons: intentional misrepresentation or fraud at the time of sale or anytime thereafter, non-payment or partial payments, submission of a false claim or disregard of Your obligations stated in this Contract. If We cancel for non-payment of partial payment within thirty (30) days of purchase date and no claim has been processed, Your refund will be one hundred (100%) percent of the amount received by Us. If, after thirty (30) days, We cancel for non-payment or partial payment, Your refund will be prorated based on the amount received by Us, reflecting the greater of days in force or mileage elapsed, less any claims paid and less an administrative fee of fifty (\$50) dollars. If We cancel this Contract, for any reason other than non-payment or partial payment, within the first thirty (30) days and no claim has been processed, You will receive a full refund of the Contract purchase price. If We cancel this Contract, for any reason other than non-payment or partial payment, after thirty (30) days or if a claim has been processed, You will be refunded a pro rata portion of the Contract purchase price, reflecting the greater of days in force or the mileage elapsed based on the Term of the Contract, less any claims paid and less an administrative fee of fifty (\$50) dollars. The rights under this Contract are transferred to the lienholder, if any, and the lienholder would be entitled to the pro rata refund.
- B. All cancellations must be processed through the selling Dealer or Your lienholder. The selling Dealer will refund their unearned portion of Your Contract purchase price. If the Dealer is unable to return their unearned portion of Your total Contract price due to insolvency, bankruptcy, or being out of business, We will refund the Dealer's unearned portion to You or the lienholder.

- C. You may cancel this service Contract within the first thirty (30) days of its purchase. If no claim has been made, this Contract will be void and You will receive a full refund of the Contract purchase price. If, within the first thirty (30) days a claim has been filed, You will receive a pro rata refund of the Contract purchase price, less any claims paid and an administrative fee of fifty (\$50) dollars. Pro rata refund reflects the greater of the days in force or the mileage elapsed based on the Term of the Contract. The rights under this Contract are transferred to the lienholder, if any, and the lienholder would then be entitled to the pro rata refund. The right to void this Contract applies only to the original Contract purchaser.
- D. After thirty (30) days, only in the event Your Vehicle has been declared a total loss, stolen or has been repossessed, We will refund a pro rata portion of the Contract amount received by Us from the selling Dealer, less any claims paid by Us and an administrative fee of fifty (\$50) dollars. Pro rata refund reflects the greater of the days in force or the mileage elapsed based on the Term of the Contract. The rights under this Contract are transferred to the lienholder, if any, and the lienholder would then be entitled to the pro rata refund.
- E. Cancellation processes may vary from state to state. If applicable, You can find a copy of Your state's disclosures/requirements listed on the final pages of this Contract.

**8. OPTIONAL SELECTION – NOT AVAILABLE WITH PG1 (LIMITED POWERTRAIN) AND PG2 (POWERTRAIN PLUS)
COVERAGE APPLIES ONLY IF PAID AND SELECTED ON PAGE ONE (1) OF THIS CONTRACT:**

IQ TECH PACKAGE: Repair of OEM or factory installed Adaptive cruise control unit, Adaptive lighting control actuators, Motors and sensors, Automatic start/stop sensor, Blind spot monitoring control module, Bluetooth module and microphone, Front, Side View, Back-up cameras and Control module, Heads-Up display (HUD) unit, Keyless access including Proximity sensors, Remote start and switches, Lane departure warning sensors, Navigation and Touchscreen display unit including Display screens, Rearview video mirror, Seat heater elements, Ventilated seat blower motors and sensors, Push to start ignition module, Rear entertainment system including Display screens, Rearview video mirror, Seat heater elements, Ventilated seat blower motors including Haptic seat motors, sensors and switches, Self-Parking system control module, Tire pressure monitoring system (TPMS), USB ports, Vehicle hot-spot/Cellular transceiver, Wireless signal receiver including Wi-Fi. The following parts are specifically excluded from Coverage: Amplifiers, Antennas, Cables, Cracked or damaged monitors and cameras, Detachable accessories, Speakers and wiring. We will replace components with OEM, used or remanufactured components if found non-repairable. Time delays may vary depending on extent of Failure of components and availability of parts. Rental car is excluded for Failure of these components.

9. MANDATORY ARBITRATION/CLASS ACTION WAIVER

- A. Any controversy or claim arising out of or relating to this agreement, its termination, or the validity or breach thereof, shall be settled by arbitration. Either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within thirty (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding for both parties. Arbitration shall be in Luzerne County, Pennsylvania.
- B. You and We agree that each may bring claims against the other, only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

10. EXCLUSIONS – WHAT IS NOT COVERED

ADMINISTRATOR PROVIDES NO COVERAGE OR BENEFITS FOR THE FOLLOWING:

A. Repairs or replacements of components of the Vehicle that were not operating properly in accordance with manufacturer's specifications at the time of the sale of the Contract.

- B. Repairs or replacements of any covered components when it has been determined to be known to You or reasonably should have been known to You that the condition existed prior to the purchase of this Contract.
- C. Repairs or replacements made outside the United States or Canada.
- D. Repairs to covered components caused by the Failure of a non-covered component.
- E. Repairs to non-covered components caused by the Failure of covered components.
- F. Sales tax, unless otherwise required by state law.
- G. Maintenance services and parts described in the manufacturer's schedule for the Vehicle.
- H. Commercial use including, but not limited to, public hire, rental, taxi, or livery, and Vehicles with non-standard equipment installed specifically to facilitate commercial use.
- I. Any Vehicle used for pulling a trailer with a gross Vehicle weight in excess of one thousand five hundred (1,500) pounds unless the Vehicle is equipped as recommended by the manufacturer.
- J. Any Vehicle determined to be a previous flood Vehicle.
- K. Any Vehicle used for any form of competitive driving or racing.
- L. Any Vehicle in which the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it not to record actual mileage driven.
- M. Any Vehicle with a retail sale amount of less than five thousand (\$5,000) dollars, excluding taxes and/or any other fees.
- N. Any mechanical breakdown or Failure due to physically damaged, lost or missing components.
- O. Any mechanical breakdown damage resulting from improper previous repairs.
- P. Any mechanical breakdown or Failure that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, any mechanical or electrical alterations made to the Vehicle including, but not limited to, the use of oversized tires, installation of header pipes, Vehicles lifted above six (6) inches.
- Q. Any mechanical breakdown or Failure caused by (a) Failure to service the Vehicle as recommended by the manufacturer; (b) overheating, regardless of the cause of overheating or resulting from contamination or inadequate amounts of coolant, lubricants, or fluids; (c) continued operation of Your Vehicle or Failure to use reasonable means to protect Your Vehicle from further damage after a Failure occurs; (d) sludge, rust, residue, or corrosion; (e) lack or loss of oil or lubricant, or poor quality lubricant or fluids; or (f) owner or driver negligence or misuse, which shall include operation of the Vehicle after the Failure or any part of the normal operation of which is required to maintain a safe engine operation temperature. An unsafe operating temperature is indicated by gauges, warning lights, or audible warning sounds.
- R. CV joint boots and any mechanical breakdown caused by ruptured/damaged CV joint boots.
- S. IQ Tech Package and related components are only covered with Factory Xtend Wrap, Factory Xtend PG5 (Exclusionary), or if the option package is selected on page one (1) of this Contract.
- T. Cables, wiring, phones, wireless transmitting devices, satellite radio, electronic device software, external hybrid system components.
- U. Excessive oil consumption. Using one (1) quart every six hundred twenty-five (625) miles is considered normal. Vehicle oil consumption may increase over time and the rate of consumption may vary between manufacturers' design.
- V. EV/Hybrid propulsion battery not covered under PG2 Powertrain Plus plan. For Advanced EV/Hybrid plans, the propulsion battery will experience gradual capacity loss with time and use, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered, unless overall capacity is less than fifty (50%) percent.
- W. During the period covered by this Vehicle service Contract, it may become necessary to: (a) replace spark/glow plugs, cap and rotors, points, fuses, wiper blades, shock absorbers, struts, PCV valves, emission components (including catalytic converter), safety restraint systems (including airbags), air conditioning additives and filters, clutch assembly and hydraulics, brake and clutch linings, pressure plate, throw-out and pilot bearings, linkage, shifter, clutch slave cylinder, hoses, molded rubber or rubber like items, glass lenses, any component whose only purpose is for illumination, such as but not limited to: sealed beams, high intensity discharge H.I.D. (or xenon) bulbs, H.I.D. headlamp assemblies, ballasts, H.I.L.E.D. cooling systems, L.E.D. assemblies, light bulbs, lenses, wheels, tires, trim, moldings, bright metal, upholstery, paint, exhaust systems, brake rotors, brake pads and drums, carburetor; (b) adjustments to carburetor, ignition, belts or clutch system; (c) clean fuel and cooling systems, or remove sludge or carbon deposits; (d) add oil, coolant, fluids, lubricants, greases, or refrigerants. These services and replacements are required because of normal wear and use and are Contract holder's responsibility. Costs for these services and parts are not covered by this Vehicle service Contract, regardless of the cause of Failure.
- X. Adjustments, wheel or suspension alignments, wheel balancing, engine tune-ups and grinding valves.
- Y. Faulty parts or labor provided by others during the course of a covered repair.
- Z. Storage charges, shop supplies, and materials charge; diagnostic procedures not in the flat rate time to repair the covered component.
- AA. Losses resulting from delays or Failure caused by acts of God, accidental loss or damage, collision or upset, falling objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, hail, water, flood, freezing, malicious mischief, vandalism, riot or civil commotion, labor strikes, or other causes beyond the control of the Administrator.
- BB. Rust damage, or body repair, convertible or vinyl tops, air and water leaks, wind noise, weather strips, squeaks, and rattles.
- CC. Incidental or consequential damages, such as loss of time, inconvenience, or loss of use of the Vehicle or injury or death to any persons.
- DD. A part or component that a Licensed Repair Facility may recommend replacing but which is not failed.
- EE. When responsibility for a repair is covered by an insurance policy; a repairer's guarantee/warranty; or Failures for which the manufacturer has announced responsibility through any means, including recall campaigns and factory service bulletins.

11. RENTAL CAR REIMBURSEMENT – Not included with PG1 (LIMITED POWERTRAIN) and PG2 (POWERTRAIN PLUS)

In the event that Failure requires labor in excess of eight (8) hours, Administrator will provide rental car reimbursement of fifty (\$50) dollars per day for a total of no more than four (4) days from a licensed provider. Delays caused by unavailability of parts, shipping, Licensed Repair Facility schedules, or other factors do not qualify for rental reimbursement.

12. ROADSIDE ASSISTANCE – Not included with PG1 (LIMITED POWERTRAIN)

Emergency Roadside Assistance is available throughout the United States and Canada, twenty-four (24) hours a day, three hundred sixty-five (365) days a year. For prompt service, simply call the appropriate number listed below for any of these benefits: **Towing, Jump Starts**, (Hybrid and Electric cars will be towed), **Tire Changes (with Your inflated spare), Vehicle Fluid Delivery (cost of fluids extra), Lockout Assistance (cost of key cutting/replacement extra), and Concierge Service** (emergency phone call support & assistance). Sign & Drive provided benefits means You incur no out-of-pocket expense, up to a maximum benefit of one hundred (\$100) dollars per incident, at a maximum of three (3) uses per twelve (12) months. Service fees exceeding this maximum benefit are the responsibility of You. Only service requests provided through the phone numbers below will be honored. Services are not available in areas where state providers are exclusively utilized. For service in the U.S. and Canada call **855-777-0797 (toll free)**. The holder will not be required to pay any sum, in addition to the amount specified in the Contract, for any services thus specified.

13. TRANSFER/UPGRADE/RENEWAL

TRANSFER – This Contract is transferable once and for the duration of the original Term to a subsequent purchaser of the Vehicle for which the Contract was written. Contract transfers require written notice and a fee of one hundred (\$100) dollars to be paid by You within thirty (30) days of the sale or transfer of the Vehicle. Transfers are only valid upon written acceptance by the Administrator. This Contract cannot be transferred to a different Vehicle.

UPGRADE – The Contract Term may be upgraded through Your selling Dealer if qualified within fifteen (15) days or five hundred (500) miles of purchase of the original Contract. You must contact the selling Dealer to verify eligibility. The upgraded Contract will have the same effective date as the original Contract, and money paid toward the original Contract will be credited to the upgrade. The difference in price must be received by the selling Dealer before the upgrade becomes effective.

RENEWAL – To renew this Contract, the Vehicle must meet the Administrator's criteria. Your request must be made through the selling Dealer at least thirty (30) days or one thousand (1,000) miles prior to the expiration of the original Contract. The renewal will be effective one (1) day after this Contract expires. Not available on three (3) month or six (6) month PG1 (Limited Powertrain).

14. TRIP INTERRUPTION – Not available with PG1 (LIMITED POWERTRAIN) and PG2 (POWERTRAIN PLUS)

In the event a covered component fails and causes You to be stranded overnight at a location which is more than one hundred (100) miles from Your residence, the Administrator will reimburse You for lodging and meal expense incurred by You for the duration of repair from the disabled date to the repair completion date. The monetary limit of trip interruption reimbursement is not to exceed a total of three hundred (\$300) dollars, or more than one hundred (\$100) dollars per twenty-four (24) hour day. You must provide to Us valid meal and lodging receipts in order to be reimbursed.

15. PRIVACY

The privacy of Our customers is of the Administrator's utmost concern. The Administrator safeguards that concern by keeping non-public personal information about customers in a secure environment and using that information in accordance with this privacy policy. For complete details about Administrator's privacy policy please call 877-474-9462 and/or visit www.proguardwarranty.com/privacy.

STATE DISCLOSURES/REQUIREMENTS

Certain states which the Administrator supplies Contracts requires the Administrator to provide You with additional specific requirements and disclosures. Specific states require that some of the terms and conditions of this Contract be amended from the standard text contained herein. These additional terms and conditions are listed state by state below.

ALABAMA: Our obligation to perform is guaranteed under a service Contract reimbursement insurance policy. If We fail to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. Section #7 CANCELLATIONS/REFUNDS is amended as follows: An administrative charge of twenty-five (\$25) dollars will be charged in the event of cancellation. Paragraph A.: In the event We cancel this Contract, notice of cancellation will be mailed to Your last known address at least five (5) days prior to the cancellation date. Paragraph C.: No administrative fee will be charged if Contract is canceled within first thirty (30) days of purchase. A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after the selling Dealer receives Your request for cancellation. The following amends Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER: Arbitration shall take place in Alabama in the county in which You reside.

ALASKA: This service Contract is insured by Lyndon Southern Insurance Company, if the service Contract provider fails to pay You or otherwise provide You with the covered service within thirty (30) days of Your submission of a valid claim, You may submit Your claim to Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738.

ARIZONA: Obligations of the Obligor under this service Contract are insured under a mechanical service Contract reimbursement insurance policy provided by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. The following modifies Section #7 CANCELLATIONS/REFUNDS: The cancellation fee will be fifty (\$50) dollars or ten (10%) percent of Contract purchase price, whichever is less. We will not cancel or void Your Contract due to: (1) Acts or omissions by Us, Our assignees or subcontractors for failure to provide correct information or failure to perform the services or repairs in a timely, competent and workmanlike manner; (2) Preexisting conditions; (3) Prior use or unlawful acts relating to the Vehicle; (4) Misrepresentation by Us or the selling Dealer. Cancellation fee may not exceed ten (10%) percent of the gross amount paid by You for the service Contract. D. You may cancel this Contract at anytime. If this Contract is canceled after the first thirty (30) days or a claim has been filed, You will receive a pro rata refund of a portion of the Contract purchase price, reflecting the greater of the days in force or mileage elapsed based on the Term of the Contract, less any claims paid and less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the unearned pro rata Contract price, whichever is less. In the event of cancellation, the lienholder, if any, will be named on cancellation refund check. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER does not preclude You from filing a complaint with Arizona Department of Insurance and Financial Institutions. The following modifies Section #10. EXCLUSIONS: B. Repairs or replacements of any covered components when it has been determined to be known to You or reasonably should have been known to You that the condition existed prior to the purchase of this Contract, unless such condition was known or reasonably should have been known to Us or the selling Dealer at time of Contract purchase.

CALIFORNIA: ProGuard's license number issued by CA Dept. of Insurance is #####. Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request. The name and address of the insurance company is: Response Indemnity Company of California, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel (800) 888-2738. If You are not satisfied with the insurance company's response, You may contact the California Dept. of Insurance at 1-800-927-4357 or access the Dept.'s internet website (www.insurance.ca.gov).

COLORADO: Our obligation to perform under this Contract is guaranteed by insurance policy number PROGRD-037 issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. The following modifies Section #7 CANCELLATIONS/REFUNDS: Cancellation fee will either be fifty (\$50) dollars or ten (10%) percent of the gross amount paid by You for the service Contract, whichever is less. A ten (10%) percent per month fee will be added to a refund that is not paid within forty-five (45) days after notice of cancellation is received by Us. In the event cancellation is initiated by Us, We will mail written notice of cancellation to You at least five (5) days prior to cancellation. The notice will provide reason(s) for cancellation and an effective date of cancellation. No prior notice of cancellation is required if cancellation is based on (1) nonpayment of Our fees for service under this Contract, (2) Material misrepresentation by You, or (3) Substantial breach of duties by You under this Contract.

CONNECTICUT: Our obligation to perform is guaranteed under a service Contract reimbursement insurance policy. If We fail to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. The following is added to Section #6 CONTRACT PERIOD: If the Contract expires while Your Vehicle is being repaired for a covered breakdown, the Contract is extended until the repairs for that breakdown are completed. The following is added to Section #7 CANCELLATION/REFUNDS: You have a right to cancel this Contract if You return the covered Vehicle to the selling Dealer or if the Vehicle is sold, lost, stolen, or destroyed. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is amended as follows: RESOLUTION OF DISPUTES: In the event that the parties cannot reach an agreement, You may file a formal written complaint with the Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs. The complaint should contain a description of the dispute, any attempts made to resolve the dispute, and the results of such attempts. Complaint should also state purchase price of Vehicle, cost of repair, and a copy of the Contract. An Insurance Dept. examiner will be appointed to mediate the dispute, and if no resolution is reached, the matter will be transferred to the Arbitration Unit within the Insurance Dept. Upon receipt of the complaint, an examiner will be assigned to review the complaint and mediate the dispute. If the examiner is unable to resolve the dispute through mediation within thirty (30) days of receipt of Our response, the examiner will transfer the matter to the Arbitration Unit within the CT Insurance Dept. The examiner will notify You and Us in writing that the matter has been referred for arbitration and that each party has the right to object to binding arbitration within ten (10) days of the mailing date of the written notice from examiner. Failure to file written objections will be deemed consent to binding arbitration. Each party will submit a non-refundable fee of thirty (\$30) dollars to the Arbitration Unit, payable to the Treasurer, State of Connecticut, within fifteen (15) days of the mailing date of arbitration notice. Failure to submit the fee will allow the Commissioner to note failure to pay and render a decision by default against the failing party. In cases where neither party complies with fee deadline, the matter will be dismissed with prejudice and Arbitration Unit will close the file.

GEORGIA: This is not a Contract of insurance. Our obligation to perform is guaranteed under a service Contract reimbursement insurance policy. If a covered claim is not paid within sixty (60) days after proof of loss has been filed or if You have canceled this Contract and have not received a refund within sixty (60) days of such cancellation, You are entitled to make a claim directly against Insurance Company of the South, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. The following amends Section #10 EXCLUSIONS – WHAT IS NOT COVERED: Repair or replacement of any covered component when the mechanical breakdown information provided by You cannot be verified as accurate or is found to be inaccurate by the Administrator. L. Any Vehicle, in which subsequent to the purchase of this Contract, the odometer has been tampered with, altered, disconnected (excluding during maintenance or repair) or not maintained in working order, causing it not to record actual mileage driven. P. Any mechanical breakdown or Failure that occurs to or results from non-standard (any component not installed by the original manufacturer) or high performance parts, alternate fuels, alternate fuels, any mechanical or electrical alterations made to the Vehicle by You or with Your knowledge including, but not limited to, the use of oversized tires, installation of header pipes, Vehicles lifted above six (6) inches. Q.(d) The term sludge is stricken. Section #7 CANCELLATIONS/REFUNDS is modified as follows: Cancellation will comply with O.C.G.A. § 33-7-6. Cancellation fee shall be fifty (\$50) dollars or ten (10%) percent of the unearned pro rata Contract purchase price, whichever is less. A. We may not cancel this Contract, except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation by Us

must be in writing and given at least thirty (30) days prior to cancellation. If We cancel within thirty (30) days, You will receive a full refund, less any claims paid. If We cancel the Contract after thirty (30) days, Your refund will be issued on a pro rata basis, less any claims paid and less a cancellation fee of fifty (\$50) dollars or ten (10%) percent of the unearned pro rata Contract purchase price, whichever is less. C. If You cancel this Contract within thirty (30) days of purchase, You will receive a full refund, less any claims paid. A ten (10%) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract to Us. D. You may cancel this Contract at anytime. If this Contract is canceled after the first thirty (30) days, You will receive a pro rata refund of a portion of the Contract purchase price, reflecting the greater of the days in force or mileage elapsed based on the Term of the Contract, less any claims paid and less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the unearned pro rata Contract price, whichever is less. In the event of cancellation, the lienholder, if any, will be named on cancellation refund check. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is stricken in its entirety.

HAWAII: The following is added to Section #7 CANCELLATIONS/REFUNDS: A ten (10%) percent per month fee will be added to a refund that is not paid within forty-five (45) days after notice of cancellation is received by Us. In the event cancellation is initiated by Us, We will mail written notice of cancellation to You at least five (5) days prior to cancellation. The notice will provide reason(s) for cancellation and an effective date of cancellation. No prior notice of cancellation is required if cancellation is based on (1) Nonpayment of Our fees for service under this Contract, (2) Material misrepresentation by You, or (3) Substantial breach of duties by You under this Contract.

IDAHO: Coverage afforded under this motor Vehicle service Contract is not guaranteed by the Idaho Guaranty Association. The following is added to Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN: In the event breakdown occurs when the Administrator's office is closed and emergency repairs must be performed on the covered Vehicle outside normal business hours, You may follow the claim procedures in this Contract without prior authorization; however, You must notify Us of the repairs as soon as Our office reopens.

ILLINOIS: The following amends Section #7 CANCELLATIONS/REFUNDS: The administrative fee for canceling a Contract will be based on the lesser of ten (10%) percent of the service Contract price or fifty (\$50) dollars. You may cancel this Contract after the first thirty (30) days. If this Contract is canceled after the first thirty (30) days, You will receive a pro rata refund of a portion of the Contract purchase price, less any claims paid and less an administrative fee of fifty (\$50) dollars or ten percent (10%) of the Contract purchase price, whichever is less. "The right to void this Contract applies only to the original Contract purchaser" is stricken.

INDIANA: This service Contract is not insurance and is not subject to Indiana insurance law. Your payment to the selling Dealer for this Contract will be considered proof of payment to Lyndon Southern Insurance Company, which guarantees Our obligations to perform under this Contract, providing such insurance was in effect when You purchased this Contract. If a covered claim is not paid within sixty (60) days after proof of loss has been filed or if You have canceled this Contract and have not received a refund within sixty (60) days of such cancellation, You are entitled to make a claim directly against Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is amended to include the following: Arbitration shall only be required upon mutual agreement between You and Us and shall take place in Your county of residence. The arbitrator shall be mutually agreed upon by You and Us. Disputes regarding this Contract shall be governed by the laws of the State of Indiana. The outcome of any arbitration shall be non-binding on the parties.

IOWA: Our obligations under this service Contract are guaranteed under a reimbursement insurance policy. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, You are entitled to make a claim directly against Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel (800) 888-2738. In the event You do not receive satisfaction under this Contract, You may contact the Iowa Insurance Division, 1963 Bell Avenue, Ste. 100, Des Moines, IA 50315, Tel: (515) 654-6600. The following is added to Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN: In the event breakdown occurs when the Administrator's office is closed and emergency repairs must be performed on the covered Vehicle outside normal business hours, You may follow the claim procedures in this Contract without prior authorization; however, You must notify Us of the repairs as soon as Our office reopens. Section #7 CANCELLATIONS/REFUNDS is modified as follows: If You do not receive any refund due to You within sixty (60) days of effective date of cancellation, You are entitled to make a claim directly against Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel (800) 888-2738. A. If We cancel this Contract, We will mail written notice to You at least fifteen (15) days before the effective date of cancellation. Notice will include reason and effective date of cancellation. If We cancel due to non-payment, prior notice is not necessary. Cancellation fee will be fifty (\$50) or ten (10%) percent of the Contract purchase price, whichever is less. C. Cancellation fee does not apply if You cancel within thirty (30) days. A ten (10%) percent penalty shall be added each month to a refund that is not paid to You within thirty (30) days of cancellation. D. After thirty (30) days, You may cancel this Contract, and You will receive a pro rata refund of the Contract purchase price, less any claims paid and less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the Contract purchase price, whichever is less.

LOUISIANA: This service Contract is not insurance and is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding this Contract may be directed to the Attorney General. The following is added to Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN: In the event a breakdown occurs when the Administrator's office is closed, You may follow the claim procedure in the Contract without prior authorization, but payment will be made in accordance with the Terms of this Contract. The following is added to Section #7 CANCELLATIONS/REFUNDS: If You cancel this Contract within thirty (30) days of purchase and a refund is not issued within forty-five (45) days of the date of cancellation, a ten (10%) percent penalty per month shall be added to the refund. If We cancel this Contract for a reason other than nonpayment, material misrepresentation by You, or a substantial breach of duties by You, We will provide notice at least fifteen (15) days prior to cancellation and will state the effective date and reason for cancellation.

MAINE: The following is added to the face of this Contract application: Expiration Date: _____ Expiration Mileage: _____. The following is added to Section #7 CANCELLATIONS/REFUNDS: After thirty (30) days, or if a claim has been filed, You will receive a pro rata refund of the Contract price. We will refund a pro rata refund of the amount received by Us from the selling Dealer to You or to the lienholder reflecting the greater of the days in force or mileage elapsed based on the Term of the Contract, less any claims paid and less an administrative fee of fifty (\$50) dollars. The selling Dealer will refund their unearned pro rata portion of the retail purchase price of Contract to You or the lienholder, based on the greater of days in force or mileage elapsed since Contract purchase, less any claims paid. All cancellations must be processed by selling Dealer or the lienholder. A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days after return of this Contract to Us. If We cancel this Contract, We will mail to You a written notice of cancellation at Your last known address per Our records. Notice will be made at least fifteen (15) days prior to cancellation and will state the effective date and reason for cancellation. If We cancel this Contract for any reason other than non-payment, We will refund the full unearned pro rata portion of the amount received by Us from the selling Dealer to You or the lienholder, reflecting the greater of days in force or the mileage elapsed based on the Term of the Contract, less any claims paid and less an administrative fee of fifty (\$50) dollars.

MARYLAND: The following is added to the face of this Contract Application: Expiration Date: _____ Expiration Mileage: _____. The following amends Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN: Diagnostic charges are included on all covered repairs in the state of Maryland for all Coverage levels of this Contract. Diagnostic charges will be limited to industry standards for the covered component. The following is added to Section #5 CONTRACT PERIOD: If Your Vehicle is at a Licensed Repair Facility during the time of expiration, this Contract will be extended until the covered component repairs are completed. The following is added to Section #7 CANCELLATIONS/REFUNDS: If a cancellation refund is not credited or paid within forty-five (45) days of notice of cancellation, a ten (10%) percent penalty for each month not paid or credited will be added to the refund. If You do not receive the refund within sixty (60) days, You can make a claim directly against the Insurer for the refund amount due. In the event the Dealer does not refund the full amount, We will refund to You any or all of the Dealer's portion, regardless of the reason the Dealer did not pay their portion of the refund. The following amends Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER: If We breach any duties under this Contract, You may file an action in any court of competent jurisdiction.

MASSACHUSETTS: NOTICE TO CUSTOMER: THE COVERAGE YOU ARE PURCHASING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT. As required by Chapter 90, Section 7N.25 of Massachusetts General Laws, the Coverage below is provided to You by the selling Dealer at no charge.

- Used Vehicles with less than forty thousand (40,000) miles at the time of sale: provides Coverage for ninety (90) days or three thousand seven hundred fifty (3,750) miles, whichever occurs first.
- Used Vehicles with more than forty thousand (40,000) miles but less than eighty thousand (80,000) miles at the time of sale: provides Coverage for sixty (60) days or two thousand five hundred (2,500) miles, whichever occurs first.
- Used Vehicles with more than eighty thousand (80,000) miles but less than one hundred twenty-five thousand (125,000) miles at the time of sale: provides Coverage for thirty (30) days or one thousand two hundred fifty (1,250) miles, whichever occurs first.

The used Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract; In addition to the Dealer warranty required by this law, You have elected to purchase this Contract. This Contract may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for the Contract. The Dealer warranty required by Chapter 90, Section 7N-14 of Massachusetts General Laws is provided free of charge. "We", "Us", "Our" or "ProGuard Warranty Inc." throughout this Contract which means the selling Dealer. This Contract is between You and the selling Dealer with ProGuard Warranty Inc. being the Administrator of this Contract.

MINNESOTA: The Coverage listed below is provided to You by the selling Dealer at no cost, as required by Minnesota Statutes. The Term of the required warranty is based on Vehicle mileage at time of sale.

- Used Vehicles with less than thirty-six thousand (36,000) miles at time of sale: provides Coverage for sixty (60) days or two thousand five hundred (2,500) miles, whichever occurs first.
- Used Vehicles with more than thirty-six thousand (36,000) miles but less than seventy-five thousand (75,000) miles at time of sale: provides Coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first.

Any parts covered by the statutorily required warranty are excluded from Coverage during the applicable warranty period unless the Dealer is unable to meet its financial obligations. The used Vehicle limited warranty document issued by the Dealer more fully explains Your rights and obligations under the statutorily required warranty. The following is added to Section #7 CANCELLATIONS/REFUNDS: If a cancellation refund is not credited or paid within forty-five (45) days of notice of cancellation, a ten (10%) percent penalty for each month not paid or credited will be added to the refund. If We cancel this Contract for nonpayment of purchase amount, material misrepresentation by You, or substantial breach of duties by You, We will mail written notice of cancellation to Your last known address at least five (5) days prior to cancellation. If We cancel this Contract for any other reason, We will mail written notice of cancellation to Your last known address at least fifteen (15) days prior to cancellation effective date.

MISSISSIPPI: The following amends Section #7 CANCELLATIONS/REFUNDS: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract to Us. If this Contract is canceled after the first thirty (30) days or if a claim has been filed, You will receive a pro rata refund of a portion of the Contract purchase price, less any claims paid and less an administrative fee of fifty (\$50) dollars or ten percent (10%) of the Contract purchase price, whichever is less. We may only cancel this Contract for nonpayment of Contract purchase price, material misrepresentation by You, or substantial breach of duties by You.

NEBRASKA: SECTION #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER IS STRICKEN IN ITS ENTIRETY.

NEVADA: The following is added to the face of this **Contract**: You are required to initial to acknowledge that You have read and understand the **Terms** set forth in Section #9 **MANDATORY ARBITRATION/CLASS ACTION WAIVER**. Initials: _____. Nevada law shall govern the provisions of this **Contract**. The following is added to Section #5 **CLAIMS PROCEDURE/MECHANICAL BREAKDOWN**: If You are not satisfied with the handling of a claim, You may contact the Nevada Division of Insurance at (888) 872-3234. The following is added to Section #7 **CANCELLATIONS/REFUNDS**: If a refund is not paid within forty-five (45) days of cancellation, a ten (10%) percent penalty for each month the refund is not paid will be credited to the refund. The following modifies Section #7 **CANCELLATIONS/REFUNDS**: No claims paid shall be deducted from any cancellation refund due to You. The term "administrative fee" is changed to "cancellation fee." Cancellation fee shall not exceed twenty-five (\$25) dollars. The following modifies Section #7 **CANCELLATIONS/REFUNDS**: A. No **Contract** that has been in effect for at least seventy (70) days may be canceled by the Administrator before the expiration of the agreed upon Term or one (1) year after the effective date of the **Contract**, whichever occurs first, except for any of the following reasons: (1) Failure by You to pay amount due, (2) Conviction of You for a crime which results in an increase in the service required under this **Contract**, (3) Discovery of fraud or material misrepresentation by You in obtaining this **Contract**, or in presenting claim for service, (4) Discovery of (a) an act or omission by You, or (b) violation by You of any condition in this **Contract**, or (5) Material change in the nature or extent of the required service or repair which occurs after the effective date of this **Contract** and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time the **Contract** was sold or issued to You. No cancellation of a **Contract** may become effective until at least fifteen (15) days after notice of cancellation is mailed to You. If We cancel this **Contract** within thirty (30) days of purchase, You will receive a full refund. If We cancel this **Contract** after thirty (30) days of purchase, You will receive a pro rata refund of the **Contract** purchase price, less any outstanding amount due from You. No cancellation fee will be imposed if We cancel this **Contract**. The following is added to Section #10. **EXCLUSIONS: P**. This **Contract** will not cover any unauthorized or non-manufacturer-recommended modifications to the covered component, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the covered component is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all Coverage. Rather, this **Contract** will continue to provide any applicable Coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such Coverage is otherwise excluded by the terms of this **Contract**. The following modifies Section #13 **TRANSFER/UPGRADE/RENEWAL**: Transfer fee shall not exceed twenty-five (\$25) dollars.

NEW HAMPSHIRE: The following modifies Section #7 **CANCELLATIONS/REFUNDS**: The cancellation fee will be fifty (\$50) dollars or ten (10%) percent of contract purchase price, whichever is less. If the service **Contract** You purchased has a term of twelve (12) months or longer, You may cancel this **Contract** after the first thirty (30) days at any time. You will receive a pro rata refund, less a cancellation fee and any claims paid. The following is added to Section #9 **MANDATORY ARBITRATION/CLASS ACTION WAIVER**: Arbitration is subject to RSA 542. Binding arbitration will only be required with mutual agreement by You and Us. The arbitration will take place in the county where You reside or another mutually agreed upon location in New Hampshire. In the event You do not receive satisfaction under this **Contract**, You may contact the New Hampshire Insurance Department: 21 S. Fruit Street, Suite 14, Concord, NH 03301. Phone: (800) 852-3416.

NEW JERSEY: The product being offered is a service **Contract** and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or seller. The following is added to Section #7 **CANCELLATIONS/REFUNDS**: If refund is not paid within forty-five (45) days of cancellation, a ten (10%) percent penalty for each month the refund is not paid will be credited to the refund. If We cancel this **Contract**, We shall mail to Your last known address, at least five (5) days prior to cancellation, a written notice of cancellation which states the effective date and reason(s) for cancellation. No prior notice is required if cancellation is for: (1) Nonpayment of Our fees for the service provided by this **Contract**; (2) Material misrepresentation by You or (3) Substantial breach of duty by You under this **Contract**, relating to a covered product or its use. The following is added to Section #9 **MANDATORY ARBITRATION/CLASS ACTION WAIVER**: Under this provision, You waive Your right to seek relief in a judicial forum. "The right to void this **Contract** applies only to the original **Contract** purchaser" is stricken.

NEW MEXICO: This service **Contract** is not a **Contract** of insurance. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 1-855-427-5674. The following is added to Section #7 **CANCELLATIONS/REFUNDS**: A ten (10%) percent penalty per each thirty (30) day period will be added to the refund due for a voided **Contract** that is not paid or credited within sixty (60) days of return of the **Contract** by You. The following modifies Section #7 **CANCELLATIONS/REFUNDS**: If You cancel the **Contract** after the first thirty (30) days or if a claim has been filed, You will receive a pro rata refund of the **Contract** purchase price. We will issue a pro rata refund based on the amount received by Us from the selling Dealer, reflecting the greater of days in force or miles driven, less any claims paid and an administrative fee of fifty (\$50) dollars or ten (10%) percent of the **Contract** purchase price, whichever is less. This **Contract** cannot be canceled by the Administrator if the **Contract** has been in effect for at least seventy (70) days except for: (1) Nonpayment; (2) Conviction of a crime that results in an increase in the service required under this **Contract**; (3) The discovery of fraud or material misrepresentation; or (4) Discovery of either an act or omission by You or a violation by You of any Terms or conditions of this **Contract** if it occurred after the effective date of this **Contract** and substantially increased the service required under this **Contract**. The cancellation of this **Contract** will become effective fifteen (15) days after notice of cancellation is mailed to You. The following is added to Section #5 **CLAIMS PROCEDURE/MECHANICAL BREAKDOWN**: if You have any concerns regarding the handling of Your claim, You may contact the Office of the Superintendent of Insurance at 1-855-427-5674.

NEW YORK: Obligations of the provider under this service **Contract** are insured under a service **Contract** reimbursement insurance policy. If We fail to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. Your Vehicle may be covered by Section 198b of New York General Business Law. If so, the following is added to this **Contract**: In addition to the Dealer warranty required by law, You have elected to purchase this **Contract**, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty period expires. You have been charged separately for this **Contract**. The following is added to Section #7 **CANCELLATIONS/REFUNDS**: If refund is not paid within thirty (30) days of cancellation, a ten (10%) percent penalty for each month the refund is not paid will be credited to the refund. If We cancel this **Contract**, We will mail written notice of cancellation to Your last known address at least fifteen (15) days prior to cancellation effective date. The notice shall state the effective date and reason(s) for cancellation. Written notice is not required if **Contract** is canceled for nonpayment of provider fee, material misrepresentation by You, or substantial breach of duties relating to the Vehicle or its use.

NORTH CAROLINA: The following modifies Section #7 **CANCELLATIONS/REFUNDS**: If You cancel the **Contract** after the first thirty (30) days or if a claim has been filed, You will receive a pro rata refund of the **Contract** purchase price. We will issue a pro rata refund based on the amount received by Us from the selling Dealer, reflecting the greater of days in force or miles driven, less any claims paid and an administrative fee of fifty (\$50) dollars or ten (10%) percent of the refund amount, whichever is less. In the event of cancellation, the lienholder, if any, will be named on the refund check as their interest may appear. All cancellations must be made through the selling Dealer. We may only cancel this **Contract** for nonpayment of premium or for a direct violation of the **Contract** by You.

OHIO: This **Contract** is not an insurance policy and is not subject to the insurance laws of this state. Obligations of the provider under this service **Contract** are insured under a service **Contract** reimbursement insurance policy. In the event You cancel this **Contract** or if We fail to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738.

OKLAHOMA: ProGuard Warranty Inc. (OK License # 518312151) is the service warranty association and is located at 407 McAlpine Street, Avoca, PA 18641. Oklahoma service warranty statutes do not apply to commercial use references in service warranty **Contracts**. This is not an insurance **Contract**. Coverage afforded under this agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. Our obligations to perform under this **Contract** are guaranteed by a policy of insurance issued by Lyndon Southern Insurance Company. If the service **Contract** provider fails to pay You or otherwise provide You with the covered service within sixty (60) days of Your submission of a valid claim, You may submit Your claim to Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Phone: (800) 888-2738. The term "etc." is stricken from this **Contract**. The following is added to Section #5 **CLAIMS PROCEDURE/MECHANICAL BREAKDOWN**: If a Failure occurs during Our non-business hours, You may wait until regular business hours and follow normal claim procedure outline in this **Contract**, OR You may authorize and pay for any tear down or diagnostic time needed to determine whether a Failure of a covered component has occurred. If You reasonably determine that a covered Failure has occurred and You choose to have Your Vehicle repaired, You are responsible for the cost of the repair. You must contact Us during Our next available business hours to initiate the claim. If We determine that a covered Failure has occurred, We will reimburse You according to the Terms and conditions of the **Contract**. The following is added to Section #6 **CONTRACT PERIOD**: Payment to the Dealer is understood as Payment to Us. If Your Vehicle is at a Licensed Repair Facility during the time of expiration, this **Contract** will be extended until the covered component repairs are completed. The following is added to Section #7 **CANCELLATIONS/REFUNDS**: In the event the **Contract** is canceled by You, Your refund will be based on ninety (90%) percent of the unearned pro rata premium, less any claims paid. If We cancel this **Contract**, We or the Dealer will refund You one hundred (100%) percent of the unearned pro rata premium, less any claims paid. If Your **Contract** is financed, the lienholder has the right to receive any portion of the cancellation refund amounts. Section #9 **MANDATORY ARBITRATION/CLASS ACTION WAIVER** is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction.

OREGON: The following is added to Section #5 **CLAIMS PROCEDURE/MECHANICAL BREAKDOWN**: If a Failure occurs during Our non-business hours, You may wait until regular business hours and follow normal claim procedure outline in this **Contract**, OR You may authorize and pay for any tear down or diagnostic time needed to determine whether a Failure of a covered component has occurred. If You reasonably determine that a covered Failure has occurred and You choose to have Your Vehicle repaired, You are responsible for the cost of the repair. You must contact Us during Our next available business hours to initiate the claim. If We determine that a covered Failure has occurred, We will reimburse You according to the terms and conditions of the **Contract**. The following is added to Section #9 **MANDATORY ARBITRATION/CLASS ACTION WAIVER**: In accordance with Oregon law, arbitration will be held in the county of Your permanent residence, or any other county agreed to by You and Us. The outcome of any arbitration will be non-binding, and either party will have the right to reject the arbitration award and file suit in a court of competent jurisdiction. If You have complaints or questions regarding this **Contract**, You may contact the State of Oregon, Department of Consumer & Business Services, Division of Financial Regulation, P.O. Box 14480, Salem, OR 97309. Phone: (888) 877-4894.

RHODE ISLAND: Section 31-5.4 of Rhode Island General Business Law requires an automobile Dealer to provide a warranty covering certain classes of used motor Vehicles as follows: Used Vehicles with thirty-six thousand (36,000) miles or less at the time of sale provides Coverage for sixty (60) days or three thousand (3,000) miles, whichever occurs first. Used Vehicles with more than thirty-six thousand (36,000) miles but less than one hundred thousand (100,000) miles at the time of sale provides Coverage for thirty (30) days or one thousand (1,000) miles, whichever occurs first. The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Coverages and exclusions stated in this Contract apply only to this Contract and are not the Terms of the required Dealer warranty.

SOUTH CAROLINA: The following is added to Section #7 CANCELLATIONS/REFUNDS: If refund is not paid within forty-five (45) days of cancellation, a ten (10%) percent penalty for each month the refund is not paid will be credited to the refund. If We cancel this Contract, We will mail written notice of cancellation to Your last known address at least fifteen (15) days prior to cancellation effective date. The notice shall state the effective date and reason(s) for cancellation. Written notice is not required if Contract is canceled for nonpayment of provider fee, material misrepresentation, or substantial breach of duties relating to the Vehicle or its use. Any unresolved complaints or question concerning this Contract may be addressed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29201-3105. Phone: (803) 737-6160. The following is added to Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN: In the event a breakdown occurs when the Administrator's office is closed, You may follow the claim procedure in the Contract without prior authorization, but payment will be made in accordance with the Terms of this Contract.

TEXAS: The state of Texas has licensed ProGuard as a Provider #682. The following is added to Section #7 CANCELLATIONS/REFUNDS: This Contract can be canceled at any time. You may return this Contract within thirty (30) days after the date of purchase indicated on the front page of this Contract, and no cancellation fee will be imposed. If a claim is made under the Contract during the thirty (30) day time period, You will be refunded the total purchase price of the Contract less any claims made, the Contract is void, and no cancellation fee will be imposed. If You cancel this Contract after the time frame listed above, You shall be refunded a prorated purchase price of the Contract reflecting the remaining cancellation Term of this Contract, minus any claims paid under the Contract and a cancellation fee may be imposed not to exceed fifty (\$50) dollars. If We do not pay the refund before the forty-sixth (46th) day after the date notice of cancellation is received by Us, We are liable to the Contract holder for a penalty not to exceed ten (10%) percent of the amount outstanding per month. If We cancel this Contract for any reason other than nonpayment by You, material misrepresentation by You, or substantial breach of duties by You, We will provide notice at least five (5) days prior to cancellation and will state the effective date and reason for cancellation. If refund is not paid within forty-five (45) days of cancellation, a ten (10%) percent penalty for each month the refund is not paid will be credited to the refund. The right to cancel a Contract is not transferable to a subsequent holder of the Contract. You may apply directly to Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738, if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Contract is terminated. The following will modify Section #7 CANCELLATIONS/REFUNDS: If You cancel within the first thirty (30) days, no cancellation fee will apply. If You have complaints or questions regarding this Contract, You may contact the Texas Department of Licensing and Regulation at the following address: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 512-463-6599 or 800-803-9202 (within Texas only).

UTAH: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. If You have complaints or questions regarding this Contract, You may contact the Utah Insurance Department. Phone: 800-439-3805. The following is added to Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN: If a Failure occurs at any time outside of Our normal business hours, and You are unable to reach Us to obtain prior authorization, You may proceed with repairs. However, payment will be in accordance with the Terms and conditions set forth in this Contract. If You do not submit receipts, repair orders or other relevant documentation in a timely fashion but can prove that it was not reasonably possible to do so, Your claim will not be automatically nullified. The following is added to Section #7 CANCELLATIONS/REFUNDS: If We cancel this Contract after the first sixty (60) days, We will mail written notification of cancellation to You at least thirty (30) days before effective date of cancellation. The Cancellation notice will cite one of the following reasons: (1) Nonpayment, (2) Material misrepresentation, (3) Substantial change in the risk assumed, unless We should have reasonably anticipated the change or considered the risk at the time of Contract's inception, or (4) Substantial breach of duties of contractual duties. If We cancel this Contract within the first sixty (60) days of Contract purchase date, or if We cancel this Contract because You have defaulted in Your obligation to repay the amount financed by the lienholder, We will mail a written notice of cancellation to You at least ten (10) days prior to effective date of cancellation. The refund amount will be calculated by pro rating the amount received by Us from the selling Dealer reflecting the greater of days in force or mileage driven since Contract inception. Selling Dealer's non-payment of Contract premium to Us does not entitle Us to cancel this Contract. The lienholder may not cancel this Contract. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is stricken in its entirety.

VERMONT: The following is added to Section #2 LIMITS OF LIABILITY: This Contract does not provide Coverage for personal injury including bodily injury, pain and suffering, property damage (except otherwise as specifically stated in this Contract), and attorney fees.

VIRGINIA: Loss due to fraud, dishonesty, or criminal acts is not covered by this Contract. If any promise made in the Contract has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/foodextended-service-contract-providers.shtml to file a complaint.

WASHINGTON: You are required to initial and acknowledge that You have read and understand COMPONENT COVERAGE listed on Page 2 and the Terms set forth in Section #4 YOUR OBLIGATIONS, Section #5 CLAIMS PROCEDURE/MECHANICAL BREAKDOWN, Section #6 CONTRACT PERIOD and Section #10 EXCLUSIONS, and You also acknowledge the implied warranty of merchantability on the covered motor Vehicle is not waived if the Contract has been purchased within ninety (90) days of the purchase date of the covered Vehicle, and the service Contract was purchased from the same selling Dealer who sold the covered Vehicle to You. Your initials: _____. Our obligations under this service Contract are guaranteed under a reimbursement insurance policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. Section #7 CANCELLATIONS/REFUNDS is modified as follows: A. If We cancel this Contract, We will mail written notice of cancellation to You at least twenty-one (21) days prior to effective date of cancellation, and the notice will include reason for and effective date of cancellation. Cancellation fee is twenty-five (\$25) dollars. We have sixty (60) days from date You purchase service Contract to determine Your vehicle's eligibility for Our program. After sixty (60) days, We may not cancel this Contract based on vehicle's eligibility. C. No cancellation fee applies if You cancel within the first thirty (30) days of Contract purchase. A ten (10%) percent penalty per month shall be added to a refund of the purchase price that is not paid or credited within thirty (30) days after the return of the service Contract to Us. D. You may cancel this Contract after thirty (30) days, and You will receive a pro rata refund of the Contract purchase price, reflecting the greater of days in force or mileage elapsed since purchase, less any claims paid and less an administrative fee of twenty-five (\$25) dollars. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is amended as follows: The jurisdiction for any civil action arising from or in connection with this service Contract will be the state of Washington. Arbitration will be held at a location in proximity to Your permanent residence.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Our obligations under this service Contract are guaranteed under a reimbursement insurance policy. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, or if We become insolvent or financially impaired, You are entitled to make a claim directly against Blue Ridge Indemnity Company, 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. The following modifies Section #7 CANCELLATIONS/REFUNDS: A. We may only cancel this Contract for nonpayment of fees, material misrepresentation by You, or substantial breach of duties by You relating to this Contract or its use. If We cancel this Contract, We shall mail written notice, which will state reason for and effective date of cancellation, to You at Your last-known address according to Our records at least five (5) days prior to cancellation. If We cancel this Contract for any reason other than non-payment, You will receive a pro rata refund of the Contract purchase price, reflecting the greater of days in force or mileage elapsed since purchase, less any claims paid. Cancellation fee will be fifty (\$50) dollars or ten (10%) percent of the Contract purchase price, whichever is less. C. No cancellation fee applies if You cancel this Contract within the first thirty (30) days of purchase and no claim has been made. A ten (10%) percent penalty shall be added each month to a refund that is not paid to You within forty-five (45) days of cancellation. D. After thirty (30) days, You may cancel this Contract, and You will receive a pro rata refund of the Contract purchase price, less any claims paid and less an administrative fee of fifty (\$50) dollars or ten (10%) percent of the Contract purchase price, whichever is less. No cancellation fee applies if You cancel this Contract due to total loss of the covered Vehicle. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is stricken in its entirety.

WYOMING: The following is added to Section #7 CANCELLATIONS/REFUNDS: If refund is not paid within forty-five (45) days of cancellation, a ten (10%) percent penalty for each month the refund is not paid will be credited to the refund. If We cancel this Contract, We will mail written notice of cancellation to Your last known address at least ten (10) days prior to cancellation effective date. The notice shall state the effective date and reason(s) for cancellation. Written notice is not required if Contract is canceled for nonpayment of provider fee, material misrepresentation by You, or substantial breach of duties relating to the Vehicle or its use. Section #9 MANDATORY ARBITRATION/CLASS ACTION WAIVER is stricken in its entirety.

Contract printed 03/28/2024 at 12:40 PM

11D



APPLICATION FOR DEMONSTRATION, PARADE OR EVENT

Name of demonstration, parade or event: Memorial Day Parades
Date of Application: 3-27-24 Time of Application: 1115
Date Planned: 5-25-24 Time Planned: 1200
Location to be held (Include Map): Leave RLBMS on East Fourth St. turn onto Main Ave turn onto Center

Special Accommodations Requested: Traffic Control
Number of People/Vehicles/Floats: UNK/50/UNK
Sponsor: Veterans of Foreign Wars (VFW)
Person Making Application: Heath Schrader
Signature: [Signature]
Telephone Number: 931 217 0689
Email Address: heath.schrader@yahoo.com

For office use only:
Approved: _____ Not Approved: _____
Conditions and/or Restrictions: _____

Chief of Police: [Signature]
Fire Department Chief: [Signature]
Mayor: _____
City Manager: [Signature]
Street Department: [Signature]

