

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Reading and Approval of Minutes**
 - [A.](#) Minutes from Regular Meeting of January 8, 2024
- V. Treasurer's Report**
 - [A.](#) Account Balances
 - [B.](#) Approval of Expenditures
- VI. Delegations**
 - A.** Robert Robson, Fire Chief
- VII. Mayor's Comments**
 - A.**
 - B.**
 - C.** A verbal proposal has been submitted to the City Clerk's office requesting the approval of a digital billboard to be placed at 299 W 6th St., Ceredo, WV. The location would be on the western part of the property near the railroad tracks.
 - [D.](#) Representatives from Armstrong Utilities have requested the renewal of the non-exclusive franchisee agreement with the Town.
- VIII. Old Business**
 - [A.](#) Article 1711 - Official Building Code
- IX. New Business**
 - [A.](#) First reading of ordinance to create "Ceredo Planning Commission"
 - [B.](#) Anthony Poston, Police Chief has requested funds to purchase a mobile radar bracket for the motor unit.
 - [C.](#) The City Clerk has proposed to switch from the use of debit cards to a PCard program.
- X. Other Reports**
 - A.** Police Report
 - B.** Maintenance Report
- XI. Adjournment**

The Town of Ceredo Town Council met in regular session on Monday, January 8th, 2024 at the Ceredo City Hall. The Mayor, Paul A. Billups, called the meeting to order at 6:30 p.m. Those present included the Mayor, Paul A. Billups, and Councilmen, Steve Diamond, Oscar Adkins, Joe Ratcliff, Ron Jarrell, and Robert Leslie.

Reading and Approval of the Minutes

The Mayor asked if Council had any additions or corrections to the minutes of the December 4th, 2023 Regular Session. None being heard and on a motion by Steve Diamond and second by Ron Jarrell, Council voted to accept the December 4th, 2023 Regular Session minutes as presented. All were in favor, motion carried.

Treasurer's Report

Treasurer, Robert Leslie, presented the financial report for December, 2023, and the Mayor thereafter asked if Council had any questions. None being heard, on a motion by Oscar Adkins and a second by Steve Diamond, Council voted to accept the Treasurer's report for December, 2023 as presented. All were in favor, motion carried.

Delegations

Carroll Browning, representing the Antique Automobile Club, requested a donation of \$1,250 to assist with the 2024 Ceredo Antique Car Show. The event has been held in Ceredo for over twenty years, and historically draws a large crowd to the town. On motion by Joe Ratcliff with second by Oscar Adkins, the request was unanimously approved by council.

Rusty Webb, Esq. appeared to present council with the first of thirteen checks from the West Virginia First Foundation, being a distribution from the opioid litigation settlement. The first installment was \$114,000. The Mayor and Council expressed appreciation to Mr. Webb for his representation of the Town in that litigation.

Mayor's Comments

The Mayor informed Council that the town's health insurance carrier, PEIA, has announced a 14% rate increase to become effective July 1, 2014.

The Mayor advised Council that through an agreement with the Crescent Hill Cemetery Board a number of aged, distressed long-needle white Pine trees will be removed from the cemetery and replaced with a small vegetation in the Spring. In conjunction with that project, the trees along Route 60 East will be trimmed and dead trees removed.

Distracted Driving Ordinance

Second reading of an ordinance restricting distracted driving was held. On motion by Steve Diamond and second by Oscar Adkins, the ordinance was unanimously approved to become effective immediately. Section IV, Item A.

Air B&B Ordinance

Second reading of an ordinance regulating B&B lodging businesses in town was held. After discussion, motion was made by Bob Leslie and seconded by Joe Ratcliff to approve the ordinance. Council voted unanimously, the ordinance was approved.

Ordinance to Revise the Town Building Code

A proposed ordinance to revise Article 1711, Ceredo Building Code, was presented for first reading. The revision is required to reference the most recent editions of the state building and fire codes that are referenced in the current ordinance. On motion by Ron Jarrell and second by Steve Diamond, council voted unanimously to approve the revision on first reading.

Council Work Tablets

Town Clerk Jacob Skeens made a presentation to Council concerning the purchase of Apple Work Tablets for each councilman. Skeens explained the benefits and savings of using electronic transmission for documents and notifications to and from council members. The devices will replace the monthly “Council Books” and provide instant access to archived material. On motion by Bob Leslie and second by Steve Diamond, the council voted unanimously to approve the purchase.

Board Appointments

The Mayor announced the following appointments: Floodwall Board – Oscar Adkins, Steve Diamond, and Bob Leslie. Sewer Board – Ron Jarrell, Joe Ratcliff, and Oscar Adkins. Water Board – Steve Diamond, Bob Leslie, and Ron Jarrell.

Adjournment

No further business was brought before the Council. The meeting adjourned at 7:30 p.m.

Paul A. Billups, Mayor

ATTEST: Jacob Skeens, Clerk



TREASURER'S REPORT
PERIOD: JANUARY 2024

General Fund

Ending Balance \$181,223

Water Works – Combined

Ending Balance \$120,715

Sewer Fund – Combined

Ending Balance \$309,249.07

Coal Severance

Ending Balance \$3,479.75

Special Levy

Ending Balance \$72,716

Rainy Day Fund

Balance \$295,000

**AMENDED AND RESTATED
FRANCHISE AGREEMENT**

This Amended and Restated Franchise Agreement (the "Agreement"), dated _____, between Town of Ceredo, Wayne County, State of West Virginia (the "Franchise Authority") and Armstrong Utilities, Inc., a Pennsylvania corporation, duly authorized to conduct business in the State of West Virginia, with principal offices located at One Armstrong Place, Butler, Pennsylvania 16001 ("Armstrong").

PREAMBLE

Armstrong currently holds a Franchise from Franchise Authority pursuant to the Franchise Agreement between the parties dated August 2, 1999, which will expire on July 1, 2024 (the "Existing Agreement"). Armstrong and the Franchise Authority wish to amend and restate the Existing Agreement. The Franchise Authority has determined that it is in the public interest to continue Armstrong’s Franchise.

This Agreement was duly authorized, approved and ratified by the Franchise Authority pursuant to Ordinance No. _____ enacted on _____.

Therefore, the parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms are defined below. Where consistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

(a) AAA – American Arbitration Association.

(b) Affiliate – any entity that controls, is controlled by, or is under common control with, Armstrong.

(c) Armstrong – Armstrong Utilities, Inc. or its assignees.

(d) Cable System – a facility within the Franchise Authority consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service and which is provided to multiple subscribers within a community. The term does not include (i) a facility that only retransmits the signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any public right-of-way; (iii) a facility of a common carrier which is subject to the provisions of 47 USC Ch. 5, Subch. II, unless the facility is used in the transmission of video programming directly to subscribers (but not if the facility is used solely to provide interactive on-demand services); (iv) an open video system that complies with 47 USC §573; or (v) any facilities of any electric utility used solely for operating its electric utility system (47 USC §522(7)).

(e) Cable Service – the one-way or two-way transmission to or from subscribers of video programming or other programming services, and subscriber interaction, if any, which is

required for the selection or use of video programming or other programming service. (47 USC §522(6)).

(f) FCC – Federal Communications Commission.

(g) Force Majeure Event – an event that is unforeseeable or otherwise beyond the control of the affected party.

(h) Franchise – an initial authorization, or renewal thereof, issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system. (47 USC §522(9)).

(i) Franchise Authority – defined in the introductory paragraph.

(j) Franchise Fee – defined in Section 6(a).

(k) Gross Receipts – revenues of any kind including, without limitation, cash, credits, property and in-kind contributions, received directly or indirectly by Armstrong from any source arising from, attributable to, or in any way derived from, the provision of Cable Service within the Franchise Area. Gross Receipts will include the following: (i) basic service fees; (ii) fees for any programming service other than basic service; (iii) fees for any optional, per-channel, or per-program services; (iv) fees for installation, additional outlets, relocation, disconnection, reconnection or change-in-service; (v) fees for control devices and antennas; and (vi) fees for music services. Gross Receipts will not include (x) bad debts or (y) any taxes on services furnished by Armstrong and imposed directly upon any subscriber or user by the Franchise Authority, state, federal, or other governmental unit. The term Gross Receipts will include revenues associated with (i) internet or cable modem services, (ii) data transmission services, or (iii) interactive services (the “Listed Services”) if and when a competent governmental authority defines a Listed Service to be a cable service that is subject to franchise fees under applicable law. In the event that a Listed Service is subject to franchise fees, the Franchise Authority will hold a public hearing at which Armstrong will have the right to address the issue of franchise fees with respect to the Listed Services. Subject to the outcome of this public hearing, the Franchise Authority may choose to add one or more applicable Listed Services to the list of fees included in the calculation of Gross Receipts, provided that the franchise fee for any applicable Listed Service will not exceed 2.5% of the Gross Receipts for such Listed Service.

(l) Public Way – any street, lane, alley, bridge, viaduct, or similar public way located in the Town of Ceredo.

2. **Term.** The Franchise will begin on _____ and continue for a period of fifteen (15) years. Unless either party provides the other party with a written termination notice at least one hundred eighty (180) days in advance of the renewal date, the Franchise will automatically renew for an additional fifteen (15) years.

3. **Franchise.**

(a) The Franchise Authority grants Armstrong a Franchise throughout the Franchise Authority. The Franchise includes the right to solicit subscribers to, and sell advertisements for, and otherwise own, promote, and operate, the Cable System.

(b) The Franchise is not exclusive. The Franchise Authority reserves the right to grant a similar Franchise to any person at any time. The Franchise Authority will not enter into a Franchise agreement, permit, license, authorization, or any other agreement with another person or entity to construct or operate a Cable System, or otherwise provide cable, internet, or telecommunication services in any part of the Franchise Authority which grants more favorable terms and conditions to the other person or entity.

(c) The Franchise includes a continuing right to enter, use, and occupy the surface, subsurface, and space above or below any Public Way when, and to the extent necessary, to provide the Cable Service.

(d) The parties will comply with all applicable federal, state, and local laws, rules, and regulations. In particular, Armstrong will comply with the following:

(i) All applicable health and safety laws, regulations, and ordinances, and applicable industry standards and codes, including the National Electric Safety Code of the National Board of Fire Underwriters.

(ii) Technical standards adopted by the FCC or another governmental body with jurisdiction, including requirements relating to channel capacity, bandwidth, and periodic testing.

4. Construction; Maintenance.

(a) Armstrong will maintain the Cable System in good repair and working order at all times.

(b) Where and when reasonably available, Armstrong will utilize the existing poles, conduits, or other facilities of public utilities or other third parties legally in the Public Way. If no public utility or other third party poles, conduits, or other facilities are reasonably available, then Armstrong will submit the proposed build-out plans to the designated Franchise Authority representative for approval or reasonable disapproval at least thirty (30) days before the proposed build-out is scheduled to commence. The designated Franchise Authority representative will advise Armstrong of its determination within fifteen (15) days after receipt of Armstrong's proposal.

(c) The technical quality of the Cable Service will be sufficient to provide subscribers with uniform-quality television reception.

(d) Armstrong will take reasonable efforts to (i) assess subscriber needs and viewing preferences and (ii) provide substitute programming for any existing programming that is discontinued or otherwise becomes unavailable.

5. Use and Occupancy of Public Ways.

(a) Armstrong will construct, maintain, and remove the Cable System in a workmanlike manner and take reasonable efforts to cause minimal interference with (i) the community's use of the Public Way and (ii) the rights or reasonable convenience of the property owners, tenants, or occupants who adjoin the Public Way.

(b) Armstrong will not place the Cable System where it will interfere with any utility line or fixture, or water hydrant, or interfere with the usual use of the Public Way.

(c) If Armstrong damages a paved surface for which the Franchise Authority is responsible, Armstrong will repair or replace, as applicable, the paved surface to its prior condition. Repairs or replacements will be completed within sixty (60) days of the end of the activity which caused the damage. If Armstrong reasonably requires a longer period to complete the repairs or replacement, Armstrong and the Franchise Authority will mutually agree on the revised timeline for the repair or replacement.

(d) Armstrong may trim trees which are located on, or which overhang, the Public Way to the extent that such trimming is minor in nature or must be performed immediately due to a safety risk. Armstrong may perform other tree trimming activities with the prior approval of the Franchise Authority, which will not be unreasonably withheld. All trimming is at Armstrong's expense.

(e) The Franchise Authority will provide Armstrong with at least sixty (60) days prior notice of any of the following activities which affect the Cable System: (i) changes to the grade, alignment, or paved width of any Public Way; (ii) vacation of a Public Way; (iii) construction to or of a Public Way; (iv) utility installation or maintenance; (v) installation or maintenance of traffic signals, rail tracks, or any other improvement by the Franchise Authority or other public agency. The Franchise Authority will provide Armstrong with such notice as is reasonable given the circumstances of any of the following conditions which affect the Cable System: (vi) traffic conditions; (vii) public safety issues. Armstrong and the Franchise Authority will then mutually agree on a time table for Armstrong to move any affected part of the Cable System.

(f) Any person holding a moving permit permitting an oversized item to be moved through the Public Way will provide at least fifteen (15) days' notice of the move to Armstrong. Armstrong will temporarily raise or lower its Cable System as and to the extent necessary to permit the moving of the oversized item. The person holding the moving permit will pay, in advance, for Armstrong's actual costs of raising or lowering the Cable System.

(g) The Franchise Authority may inspect all pole attachments, installation, and maintenance of basic Cable System hardware, and the removal of the Cable System to ensure compliance with this Agreement.

6. Fees and Reports.

(a) Each calendar quarter, Armstrong will pay to the Franchise Authority an amount equal to five percent (5%) of the Gross Receipts for the prior quarter (the "Franchise Fee").

(b) Armstrong will provide the Franchise Authority with a written report, certified by Armstrong's chief accounting officer, setting forth the amount of Gross Receipts paid to Armstrong during the applicable period.

(c) The Franchise Authority may inspect and audit Armstrong's records with respect to the Franchise Fee. Armstrong will make its applicable records available at its corporate headquarters upon request. Inspection and audit requests will be made by the Franchise Authority in writing and scheduled by Armstrong's corporate accounting staff.

7. **Miscellaneous.**

(a) **Insurance.** Armstrong will maintain a general comprehensive liability insurance policy against liability for loss or damage for personal injury, death, and property damage, with minimum liability limits of: one million dollars (\$1,000,000.00) for personal injury or death of any one person, and one million dollars (\$1,000,000.00) for personal injury or death of two (2) or more persons in any one occurrence.

(b) **Changes to Law.** If, and to the extent that, the terms of this Agreement are or become inconsistent with applicable law, then the parties will amend or modify this Agreement to both comply with applicable law and fulfill the intent and purposes of this Agreement.

(c) **Separability.** If any portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative tribunal of competent jurisdiction, that portion will be deemed a separate, distinct, and independent provision and the holding shall not affect the validity of the remaining portions of this Agreement.

(d) **Interpretation.** If the parties later find any ambiguity in the terms and conditions of this Agreement, the parties will make a good faith effort to cure the ambiguity in a manner consistent with the parties' original intent.

(e) **Default; Arbitration.**

(i) If a party determines that the other party is in default of this Agreement, the non-defaulting party will provide the defaulting party with a written notice detailing the default. The defaulting party will have ninety (90) days from the date of notice to either (1) cure the violation or, (2) for violations which cannot reasonably be cured within ninety (90) days, demonstrate to the non-defaulting party that the defaulting party is using its reasonable best efforts to cure the default. If the defaulting party fails to either cure or demonstrate that it is using its reasonable best efforts, the non-defaulting party may invoke the arbitration procedure described below.

(ii) The parties will submit any dispute arising under this Agreement to arbitration in accordance with the rules and procedures of the AAA, using one arbitrator and the services and facilities of the AAA office located nearest to the Cable System. The arbitrator's decision and award will be final and binding upon the parties. The non-prevailing party will bear the costs of the arbitration proceeding, including the fees of the arbitrator.

(f) Force Majeure. If a party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, the non-performing party will notify the other party of the Force Majeure Event in writing as soon as possible given the circumstances. The non-performance will be excused and no penalties or sanctions will be imposed on the non-performing party. For clarity, this section does not relieve the parties of their obligation to amend this Agreement in accordance with the section of this Agreement titled Changes to Law.

8. Binding Effect; Assignment; Amendment. This Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns. Armstrong will not assign this Agreement or the Franchise to any non-Affiliate (other than a collateral assignment of a security interest) without the prior written consent of the Franchise Authority, which consent will not be withheld unreasonably. This Agreement cannot be amended or modified, by ordinance or otherwise, except as agreed upon in writing by both parties.

In witness whereof, the parties now execute this Agreement as of the date set forth in the introductory paragraph.

Armstrong Utilities, Inc.

By: _____
Name: Jeffrey A. Ross
Its: President

Town of Ceredo

By: _____
Name: _____
Its: _____

TOWN OF CEREDO
CABLE TELEVISION SYSTEM AGREEMENT

ENTERED INTO this 2nd day of August, 1999, by and between the Town of Ceredo, Wayne County, WV (the "Town").

AND

ARMSTRONG UTILITIES, INC., a Pennsylvania corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with principal offices located at One Armstrong Place, Butler, Pennsylvania 16001 (the "Grantee").

WHEREAS, the Town has determined that it would be in the public interest for the Grantee to have, in accordance with the terms hereof, the right, license and privilege of constructing and operating a cable television system within the Town, and

WHEREAS, the Grantee and the Town have agreed to be bound by the terms and provisions herein set forth and have further agreed that such terms and provisions may be modified or amended only by written agreement of both parties, and

WHEREAS, the entering into this Agreement by the Town and the terms and conditions hereof were duly authorized, approved and ratified by the Town Council pursuant to Ordinance ~~XXXXXX~~ enacted on 2nd Day of August, 1999

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

SECTION 1. Definitions

For the purpose of this Agreement, each of the following terms shall have the meaning ascribed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(A) "Town" shall mean Town of Ceredo, Wayne County, West Virginia.

(B) "Town Council" shall mean the present governing body of the Town, including the mayor, or any future board constituting the legislative body of the Town.

(C) "Grantee" shall mean the person, firm or corporation to whom or to which a franchise under this Agreement and Town Ordinance is granted by the Town Council, the lawful successor and assignee of such person, firm or corporation.

(D) "Cable Television System" or "System" means a system of poles, wires, cables, fibers, lines, underground conduits, converters, equipment, appliances and/or facilities designed, constructed or used for the purpose of producing, receiving, amplifying, transmitting and distributing radio, television, telephone, data and two-way interactive impulses and energy and other information or matter to residential or commercial customers of the Grantee within the Town.

(E) "Gross Annual Receipts", for the purpose of the calculation of the franchise fee, shall mean any and all compensation in the form of gross rental, received directly or indirectly from subscribers or users in payment for basic cable television system services received within the Town. Gross annual receipts shall not include converter or like device, remote control rental fees, installation charges, pay television, other tiers of service, other telecommunications services or advertising revenues, nor shall gross annual receipts include any taxes on services furnished by the Grantee imposed directly on any subscriber or user by any Town, state or other governmental unit and collected by the Grantee for such governmental unit.

SECTION 2. Grant

(A) In consideration of the within undertakings by the Grantee, the Town agrees that the Grantee shall have, and hereby confirms and grants unto the Grantee, the right, license and privilege to construct and reconstruct, to install, maintain, repair, replace and remove, and solicit and sell customers, subscribers, users and advertisements for, and otherwise to own, promote and operate, a cable television system within the Town.

(B) The right, license and privilege hereby granted shall not be exclusive, and the Town reserves the right to grant a similar franchise to any person at any time.

(C) The right, license and privilege herein granted and confirmed shall be deemed to include a continuing right to enter upon and to use and occupy the surface, subsurface and space above or below any public streets, lanes, alleys, paths, ways, bridges and viaducts within the Town, when and to the extent necessary to carry out the intent and purposes of this Agreement, subject, however, to limitations and qualifications herein contained.

(D) In exercising the right, license and privilege granted and confirmed hereby, the Grantee shall be and remain subject to and shall comply with all federal, state and local laws, rules and regulations applicable to it in the conduct of the activities contemplated hereby.

SECTION 3. Construction and Maintenance Activities

A) In cases where existing poles or other structures, conduits or other facilities owned or leased by public utilities or other third parties having the right to permit attachment thereto or location therein or thereon of the system by the Grantee are not available or are impractical for that purpose, then the proposed means of attachment, construction or conduit shall be submitted to the Mayor or Town Engineer or Chairman or Town Councilperson or designated person by drawings, plans and explanatory addenda at least thirty (30) days before such proposed attachment, installation or construction, and shall be subject to his approval in writing before commencement of such attachment, installation or construction, and such approval shall not be unreasonably withheld and the Mayor or Town Engineer or Chairman or Town Councilperson or designated person shall advise

the Grantee of its determination within twenty (20) days after receipt of the Grantee's proposed means of attachment, construction or conduit.

SECTION 4. Conditions on Use and Occupancy of Streets

(A) Use. Pole attachments and the construction, installation, repair and replacement of basic system hardware and the operation and removal of the system and all parts thereof by the Grantee within the Town shall be conducted in such manner as to cause minimum interference with the proper use of streets, lanes, alleys, bridges and viaducts and other public places, and to cause minimum interference with the rights or reasonable convenience of the property owners, tenants or occupants who adjoin any of said streets, lanes, alleys, bridges, viaducts and other public places.

(B) Restoration. In the event of any disturbance caused by the Grantee's activities hereunder to the pavement, sidewalk, driveway or other surfacing as to which the Town is responsible, the Grantee, at its own cost and expense, shall replace and restore all such paving, sidewalk, driveway or surface so disturbed in a good and workmanlike manner and to as functionally sound a condition as before said activities were commenced, and shall be completed within 60 days of the disturbance or such longer period as may be approved by the Town Council. All such replacement and restoration by the Grantee shall be subject to the approval of the Town Engineer or designated person and such approval shall not be unreasonably withheld.

(C) Relocation. In the event that, at any time during the existence of the within right, license and privilege to the Grantee, the Town elects to alter or change the grade, alignment or paved width of any street, lane, alley, bridge or viaduct or other public way, the Grantee, upon notice by the Town, at its own expense, shall remove and relocate any affected part of the system within thirty (30) days of the date of notice or such reasonable extension thereof as may be granted by the Town Representative considering the circumstances of the case.

(D) Placement of Fixtures. The Grantee shall not place the system or any part thereof where the same will interfere with any gas, electric, telephone or telegraph line or fixture, water hydrant or main, nor in such manner as would interfere with the usual travel on the streets, lanes, alleys, bridges and viaducts and other public places of the Town.

(E) Temporary Removal. Upon the request of any person, firm or corporation holding a moving permit issued by the Town or other governmental regulatory agency having jurisdiction of the matter, by which permit any building or buildings, large pieces of equipment or structural materials or the like are to be moved from place to place, the Grantee shall temporarily raise or lower its system as and to the extent necessary to permit the moving of such buildings, equipment, structural materials and the like, provided the expense of such temporary raising or lowering of the system or any part thereof shall have been paid or tendered by the person, firm or corporation requesting the same. The Grantee shall be given not less than fifteen (15) days advance notice to arrange for such temporary changes to its system.

(F) Protective Barriers. Any opening or obstruction in the streets or other public ways made by the Grantee in the course of the installation, operation, maintenance or removal of equipment, structures, facilities, apparatus and appurtenances shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding or as otherwise directed by the Town Representative. Whenever it is deemed necessary by the Town, the Grantee shall install steel plates to allow a public way to remain usable while openings or obstructions exist.

(G) Tree Trimming. The Grantee shall have the authority to trim trees which are located on or which overhang streets, alleys, sidewalks and public places of the Town to the extent that such trimming activities are minor in nature or required to be performed without delay due to the risk of danger to personal or property damage arising by reason of the location of such trees. The Grantee shall have the authority to perform all other tree trimming activities only with the prior approval of the Town and such approval shall not be unreasonably withheld. All trimming shall be at the expense of the Grantee.

(H) Underground Requirements. In such sections, if any, of the Town in which all cables, wires and other like facilities of public utilities are required to be and are placed underground, the Grantee shall place its cables, wires and other like facilities underground.

(I) Moving of System for Traffic, Safety or Other Utilities. The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other streets or remove from the street any property of the Grantee when required by the Town by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines, signal lines and tracks and other types of improvements by the Town or public agencies.

(J) Inspection. The Town shall have the right to inspect all pole attachments, installation, construction, repair and replacement of basic system in hardware, and the removal of the system or any part thereof to insure compliance with Section 4(A) of this Agreement.

SECTION 5. Fees and Reports

(A) In consideration of the right, license and privilege granted hereby and in order to defray any costs and expenses of the Town in connection with the execution, delivery, performance and administration of this Agreement, the Grantee shall pay to the Town, on or before December 31st of each calendar year during the term of this Agreement, an amount equal to five percent (5%) of the gross annual receipts of the Grantee as defined in Section 1, Paragraph (E). The Town reserves the right, during the term of this Agreement, to increase or decrease the annual fee upon sixty (60) days written notice to the Grantee. Any such increase or decrease shall comply with all federal and state laws and all federal and state regulations.

(B) Not later than sixty (60) days after the close of each fiscal year of the Grantee during the term of this Agreement, the Grantee shall file with the Town Representative a written report, certified by the Grantee's chief accounting officer, setting forth the amount of basic subscriber service receipts and premium subscriber service receipts paid to the Grantee during such fiscal year.

(C) The Town shall have the right to inspect and audit the Grantee's records from which the payments hereunder are computed and to recompute the amount of such payments to correct errors in the computation and reporting of same. The Grantee's records shall be made available at the Corporation's Headquarters. Such requests to inspect the records shall be made in writing by the Town and scheduled by the Grantee's Corporate Accounting Staff.

SECTION 6. Safety Measures

(A) Construction and maintenance of the system shall be in accordance with the provisions of the National Electric Safety Code of the National Board of Fire Underwriters, and such other applicable laws of the State of West Virginia, Wayne County, and regulations of the Town which may be lawfully in effect from time to time.

(B) All structures, lines, equipment and connections in, over, under and upon the streets of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition and in good order and repair.

SECTION 7. Voluntary Subscriptions

All subscriptions for services under any Franchise shall be on a voluntary basis, and may be terminated at any time by the customer except in circumstances whereby a mutually agreed upon contract has been executed.

SECTION 8. System Services

(A) The Grantee, at all times, shall provide all subscriber service as and to the extent required to be provided by applicable federal and state rules and regulations from time to time in effect.

(B) If Grantee operates a Citizens Awareness Channel, or similar programming option, it shall post, free of charge, any notices properly submitted by the Town Council.

(C) Additional services may, at the sole discretion of the Grantee, be provided by the Grantee, including services for which a per-program, per-service or per-channel charge is made consistent with applicable federal and state rules and regulations.

SECTION 9. Operation and Maintenance of System

Grantee shall make reasonable efforts to assess subscriber need and viewing preferences. If any existing service becomes unavailable, or the Grantee decides to discontinue a service, Grantee shall endeavor to provide substitute programming. Grantee may combine programming into composite channels to improve efficiency of channel utilization or to attract a larger viewing audience.

SECTION 10. Service Standards

(A) The Grantee will investigate and resolve all subscriber complaints regarding the quality of service, equipment malfunctions and similar matters expeditiously and in accordance with the following procedure:

(i) The Grantee shall have qualified personnel available during normal working hours to investigate and resolve subscriber complaints;

(ii) Upon notification of a service complaint, the Grantee shall dispatch a qualified employee to investigate the complaint and adjust, repair or replace Grantee equipment as necessary to resolve the complaint. The Grantee shall not be responsible for malfunctions of any television receivers or other equipment owned or operated by any subscriber;

(iii) All complaints shall be investigated and resolved in accordance with the Cable Television Consumer Protection Act of 1992; and

(iv) The Grantee shall maintain a service log in which an entry shall be made of each complaint, the date of notification thereof, the nature of the complaint and the means by which it was resolved.

(B) In the construction, maintenance and operation of the system, the Grantee shall, at a minimum, at all times, fully comply with technical standards which have been or which hereafter may be adopted by the Federal Communications Commission, including (without limitations), if applicable, requirements relating to channel capacity, bandwidth and periodic testing. Further, should any federal, state or local governmental unit with jurisdiction establish technical standards that exceed those of the Federal Communications Commission, the Grantee will comply therewith when and to the extent required by such governmental unit, unless to require the Grantee to do so would be held invalid by the Federal Communications Commission or a court of administrative tribunal of competent jurisdiction. The technical quality of the service provided by the Grantee shall be sufficient to provide subscribers with uniformly high quality television reception. The Grantee shall maintain the system in good repair and working order at all times.

SECTION 11. Subscriber Rates and Charges

(A) Installation charges, monthly service rates and any other residential rates charged by Grantee related to the basic service tier, as defined by the Federal Communications Commission ("FCC"), for its subscribers may be regulated under this Franchise only to the extent permitted by the Communications Act of 1934, as amended in 1984 and 1992, and applicable FCC rules and regulations. Commercial installation charges and monthly service rates are negotiable and not covered by Federal regulations.

(B) The Grantee shall offer the services of the system within the Town on terms and conditions which are uniform and nondiscriminatory to the fullest extent practicable. The provisions of the Section 11(B) will not apply in any area of the Town in which another multi-channel video distributor, excluding direct broadcast satellite and direct-to-home satellite services, also provides video service.

(C) The rates and charges for all system services (specifically including but not limited to basic subscriber service, any additional service provided pursuant to Section 8, or any connection, maintenance or similar service) and equipment shall be subject to adjustment from time to time, at the sole discretion of the Grantee

SECTION 12. Discrimination Practices Prohibited

The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations, or in any other respect, make or grant unlawful undue preference or advantage to any person, nor subject any person to any unlawful prejudice or disadvantage, provided that nothing in this Franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled. Connection and/or service charges may be waived or modified during promotional campaigns of the Grantee.

SECTION 13. Insurance

(A) The Grantee shall, at all times during the term of this Agreement, maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy protecting its representatives, officials and employees, against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of the Grantee under this Agreement with minimum liability limits of:

One Million Dollars (\$1,000,000.00) for
personal injury or death of any one person,
and

One Million Dollars (\$1,000,000.00) for
personal injury or death of two (2) or more
persons in any one occurrence, and

Such policy of insurance, and any certificate evidencing same, shall name the Town, its representatives, officials and employees as additional insureds and shall also provide that thirty (30) days prior written notice of intention not to renew, cancel or material change, be given to the Town.

SECTION 14. Effective Date and Term of Franchise

The right and privilege herein granted shall take effect and be in force from and after July 1, 1999 and shall continue in force and effect for a period of fifteen (15) years with a ten (10) year renewal from the effective date of this Agreement. Upon the expiration of said period and provided that the Grantee has complied with the terms and conditions hereof, the grant and provisions hereof shall be renewed under the provisions of the Cable Communications Act of 1984, Section 626.

SECTION 15. Federal Regulation

In the event and to the extent that the terms and provisions hereof shall be superseded and preempted by or become inconsistent with state law or federal law (including rules and regulations promulgated by the Federal Communications Commissions, then and in each such event, it shall be the right of each party hereto to take such action including the execution and delivery of written instruments and the adoption of ordinances and resolutions) within sixty (60) days after such event as shall be reasonably necessary and may be reasonably requested to so amend or modify in writing this Agreement and to preserve the written

contract for rights and benefits of the Grantee and fulfill the intent and purposes of this Agreement.

SECTION 16. Separability

Subject to the provisions of Section 12 hereof, if any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative tribunal of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 17. Interpretation

Notwithstanding any provision of this Agreement to the contrary, the Town agrees that in the event of any ambiguity with respect to the terms and conditions of this franchise, or dispute as to meaning, the Town shall, in conjunction with the Grantee, make a good faith effort to establish the meaning of such terms and conditions in a manner consistent with the parties' original intent of the language.

SECTION 18. Conflict of Interest

The Grantee shall not engage in the business of selling, leasing or repairing television or radio receivers in connection with the operation of its cable television system; nor shall the Grantee and its employees require or attempt to direct its subscribers to deal with any particular firm or person engaged in such business.

SECTION 19. Grantee's Inability To Perform

In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise Agreement is prevented or impaired due to any cause beyond its control or not foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified the Town in writing within thirty (30) days of its discovery of the occurrence of such an event.

This section shall not be construed to relieve Grantee of the obligation for adjustments contained in Section 11. Such causes beyond Grantee's control or not foreseeable shall include, but shall not be limited to, acts of God, civil emergencies, and possible labor unrest or strikes including by telephone or power company owners of said poles.

SECTION 20. Favored Nations

In the event the Town enters into a Franchise, permit, license, authorization or any other agreement of any kind with any other person or entity other than the Grantee for the purpose of constructing or operating a cable television system or providing Cable Television Service to any part of the Franchise Area, and such Franchise, permit, license, authorization, or agreement contains terms which are more favorable than this Agreement, Grantee may request that the Town Council amend this Agreement, so as to give the Grantee the benefit of any such more favorable terms. The Town shall rule on such request using its reasonable discretion.

SECTION 21. Binding Effect

This Agreement shall bind and inure to the benefit of the Town and the Grantee, and their respective successors and assigns; provided, however, that without the written consent of the Town, which consent shall not be unreasonably withheld or delayed, the Grantee shall not assign the right, license or privilege herein granted to any person, firm or corporation other than a person, firm or corporation affiliated with it. The terms and provisions of this Agreement may not be amended or modified, by ordinance or otherwise, except as agreed upon in writing by both parties hereto.

TOWN OF CEREDO

Attest:

Sam Walls

By Mose R. Napier

Title Mayor

ARMSTRONG UTILITIES, INC.

Attest:

Steven J. Hansen

By Melvin W. Yeff Sr.

Title General Manager

ARTICLE 1711 OFFICIAL BUILDING CODE¹

1711.01 ADOPTION.

The Town of Ceredo hereby adopts the State Building Code, reflecting a filing date of May 5, 2022, as authorized by W.Va. Code § 8-12-13 and promulgated pursuant to W. Va. Code § 15A-11-5, and by the State of West Virginia in Title 87, Legislative Rule Series 4 (§ 87-4-1 et seq.), State Building Code, which are collectively adopted by reference as if fully restated herein, as the official building code for the town.

The standards and requirements as set out and as published by the International Code Council, and American National Standards Institute, and the National Fire Protection Association as listed in this subsection, have the same force and effect as if set out verbatim in this ordinance. The specific editions include:

- (1) The 2018 edition, International Building Code with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (2) The 2018 edition of the International Plumbing Code.
- (3) The 2018 edition of the International Mechanical Code with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (4) The 2018 edition of the International Fuel Gas Code with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (5) The 2018 edition of the International Property Maintenance Code.
- (6) The 2015 edition of the International Energy Conservation Code for residential buildings with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (7) The ANSI/ASHRAE/IESNA Standard 90.1 2013 edition for commercial buildings.
- (8) The 2018 edition of the International Residential Code for One- and Two-Family Dwellings with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (9) The 2017 ICC/ANSI A117.1 American National Standards for Accessibility & Usable Buildings & Facilities.
- (10) The 2018 International Existing Building Code, with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (11) The 2020 edition of the National Electrical Code, NFPA 70, with modifications set forth in W. Va. CSR § 87-4-4(4.1).
- (12) The 2018 edition of the International Swimming Pool and Spa Code.
- (13) Wherever referenced in the several ICC codes adopted in this section, any reference to the International Fire Code should be substituted with the NFPA Life Safety Code 2021 edition.
- (14) Whenever a certificate of occupancy is required of a commercial structure greater in size than 7,600 feet, the project documents shall be designed by an Architect licensed by the WV Board of Architects, or a Professional Engineer licensed by the WV State Board of Registration for Professional Engineers.

(b) The Town of Ceredo does not adopt any of the additional appendices authorized pursuant to the W. Va. Legislative Rule identified as § 87-4-1, et seq. and specifically authorized in § 87-4-7(7.3).

(c) The Town of Ceredo does adopt the provisions of the national codes with respect to the penalty for imprisonment, but the penalty for any violation shall be limited to a maximum of \$500 and/or 30 days imprisonment for any single violation.

¹State law reference(s)—Adoption by reference, W. Va. Code, § 8-11-4; building regulations, see W. Va. Code, § 8-12-13; municipal inspection, W. Va. Code, § 8-12-15.

1711.02 COMPLIANCE.

No person, firm, corporation or other entity shall fail, refuse or neglect to comply with the provisions of the Official Building Code of the town adopted by this article. The supervisor of building inspection shall have all those powers necessary to enforce the provisions of the Official Building Code of the town.

1711.03 COPIES.

One copy of the Official Building Code adopted by this article shall be kept on file in the office of the city clerk and the office of the division of building inspection and made available to the public for inspection and copying for a reasonable fee or charge.

1711.05 PERMIT REQUIRED.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

1711.06 NON-CONTRACTOR WORK EXEMPT FROM PERMIT.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required of non-contractors for the following:

- (a) *Building.*
 - (1) One story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
 - (2) Fences not over six feet high.
 - (3) Oil derricks.
 - (4) Retaining walls which are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or II-A liquids.
 - (5) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
 - (6) Sidewalks and driveways not more than 30 inches above grade and not over any basement or story below which is not part of an accessible route.
 - (7) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
 - (8) Temporary motion picture, television and theater stage sets and scenery.
 - (9) Prefabricated swimming pools accessory to a group R-3 occupancy, as applicable in section 101.2, which are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
 - (10) Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
 - (11) Swings and other playground equipment accessory to detached one- and two-family dwellings.

- (12) Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support of group R-3, as applicable in section 101.2 and group U occupancies.
- (13) Movable cases, counters, and partitions not over five feet nine inches in height.
- (b) *Electrical.*
- (1) Minor repair work, including the replacement of lamps or connection of approved portable electrical equipment to approved permanently installed receptacles.
 - (2) The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do not apply to equipment and wiring for power supply, the installation of towers and antennas.
 - (3) A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.
- (c) *Gas.*
- (1) Portable heating appliance.
 - (2) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- (d) *Mechanical.*
- (1) Portable heating appliance.
 - (2) Portable ventilating equipment.
 - (3) Portable cooling unit.
 - (4) Steam, hot or chilled water piping within any heating or cooling equipment regulated by code.
 - (5) Replacement of any part which does not alter its approval or make it unsafe.
 - (6) Portable evaporative cooler.
 - (7) Self-contained refrigeration system containing ten pounds or less of refrigerant and actuated by motors of one horsepower or less.
- (e) *Plumbing.*
- (1) The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
 - (2) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and installation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

1711.07 REPAIRS.

Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition

to, alteration of, replacement of or relocation of any standpipe, water supply, sewer drainage, drain leader, gas, soil, waste, vent or similar piping, electrical wiring or mechanical or other work affecting public health or general safety.

1711.08 EFFECTIVE DATE

This ordinance in its entirety shall become effective on February 5, 2024, hereby repealing and replacing the prior Article 1711 et seq of the Codified Ordinances of the Town of Ceredo.

AN ORDINANCE CREATING THE CEREDO MUNICIPAL PLANNING COMMISSION

ARTICLE 157. PLANNING COMMISSION

Section 157.01. – Created; members; qualifications; appointment; vacancies.

There is hereby created the Ceredo Municipal Planning Commission, which shall consist of five members. One member of the Ceredo Municipal Planning Commission shall be a member of Council, appointed by the Mayor and confirmed by the Council for a term coextensive with his term as a member of Council. One member shall be a member of the administrative department of the Town or a designee, appointed by the Mayor and confirmed by the Council for a term coextensive with his term of office. The other three members of the Ceredo Municipal Planning Commission shall be residents and taxpayers of the Town, who shall be appointed by the Mayor and confirmed by the Council. All members of the Ceredo Municipal Planning Commission shall be qualified by experience and knowledge in matters pertaining to the development of the municipality, and at least three members shall have resided in Ceredo for at least three years prior to their respective dates of appointment.

The membership of the Ceredo Municipal Planning Commission shall conform to the requirements of West Virginia statutes relating thereto, and to W.Va. Code, 8A-2-2, in particular. Members of the Ceredo Municipal Planning Commission other than the Council member shall be appointed on or before January 1 of each year, to take office on January 1 of the year in which appointed, for staggered terms of three years each and until their successors are duly appointed and qualified, provided, the initial appointments other than the Council member and administrative staff member, shall be for terms of one, two, and three years. Vacancies other than those due to expiration of term shall be filled for the unexpired term only. Members shall serve without compensation but shall be reimbursed for the reasonable and necessary expenses actually incurred in the performance of their duties.

Section 157.02. – Official name; powers and duties.

The official name shall be the “Ceredo Municipal Planning Commission,” and the body is hereby vested with the powers and it shall perform the duties prescribed for municipal planning commissions, with respect to planning as well as to zoning, in W.Va. Code, 8A-2-1 et seq.

Section 157.03. – General purpose.

The general purpose of the Ceredo Municipal Planning Commission shall be to develop a comprehensive plan for future development by making careful and comprehensive surveys and studies of present conditions and future growth of the Town, with due regard its relation to neighboring territory, with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the Town and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, prevention of urban sprawl, wise and efficient expenditure of public funds, and the adequate provision of public utilities and other public requirements, including the preparation of a zoning ordinance for consideration by Council.

Section 157.04. – Planning; approval of commission required.

- (a) The duties of the Ceredo Municipal Planning Commission include the preparing of plans for the development of the whole or any portion of the Town and any land outside thereof, which in the opinion of the Ceredo Municipal Planning Commission bears relation to the planning of the Town; provided, that the power of the Ceredo Municipal Planning Commission shall not extend beyond the territorial limits of the Town except so far as is reasonably necessary to protect the community, both within and without the corporate limits, against inadequate streets, highways and utilities, and inadequately planned and zoned territory. Such plans shall show recommendations for new streets, bridges, parks, and other public areas or public improvements and matters properly pertaining to the purposes of the Ceredo Municipal Planning Commission.

- (b) Before final action is taken by the Town or any department thereof on the location and design of any public building, public memorial, street, alleyway, park, playground or other public area, such question shall be submitted to the Ceredo Municipal Planning Commission for investigation and report.

- (c) The Ceredo Municipal Planning Commission shall have the authority to work in conjunction with the state, county, and neighboring municipalities regarding the planning and development of areas outside the corporate limits of the Town.

Section 157.05. – Employing help; budget; cooperation from other officials.

The Ceredo Municipal Planning Commission shall have the power and authority, subject to approval of Council as hereinafter provided, to employ engineers and clerks, or any other help

necessary and to meet all such expenses. The Commission shall submit to the Mayor and Council its budget requests for each fiscal year, and thereafter shall submit itemized expenses and amounts, and the purposes. The Council shall in its discretion make such budget allowances to the Commission as it deems proper. All officials and employees of the Town shall, so far as practicable, give their services and submit any such data or information as may be required to promote and effectuate the purposes of this Article.

Section 157.06. – President, vice-president and secretary; rules; meetings; records.

The Ceredo Municipal Planning Commission, from its membership, shall elect a president and vice-president and shall appoint a secretary. The Commission shall adopt such rules as may be necessary for the transaction of its business, hold regular meetings open to the public and shall keep a record of its official proceedings which shall be open to the public.

Section 157.07. – Contracts for expenditure of money.

No contract for the expenditure of money by the Ceredo Municipal Planning Commission shall be executed by the Commission or become effective and binding on the Town until such contract has been attested by the secretary of the Commission and approved by the Mayor and Council.

Section 157.08. – Office.

The Ceredo Municipal Planning Commission shall maintain an office in the Town Hall and the office of the Town Clerk is hereby designated as the office of the Ceredo Municipal Planning Commission. All records of the Commission shall be kept in that office, and the mailing address of the Commission shall be the address of Town Hall.

Section 157.09. – Plats or replats of land laid out in building lots.

All plans, plats or replats of land laid out in building lots, and the streets intended to be dedicated to public use, shall be submitted to the Ceredo Municipal Planning Commission for its consideration, and no such plat or replat shall be filed in the office of the Clerk of the County Court, as provided by law in other cases, until such plat or replat has endorsed upon it, the fact that it has first been submitted to the Ceredo Municipal Planning Commission and by the Commission to the Mayor and duly approved by Council.



LASER HOLSTER LLC

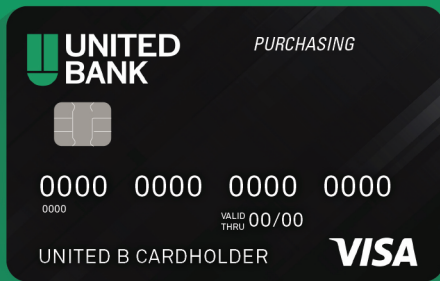
1609 Madison Dr
Bethlehem, GA 30620

Product Quote (expires 12/31/24)

Ceredo Police Dept.

Lt. M. Chapman

Laser Holster (LTI 20/20 LRB) 1 Unit @ \$349.00 ea.)	\$349.00
Collar Mount (1" for Kaw Concourse motorcycle)	\$25.00
Shipping	\$19.72
Total	\$393.72



United Bank Visa® Purchasing & Fleet Cards

The simple solution for more purchasing power.

Section IX, Item C.

United VISA Purchasing Card – The United VISA Purchasing Card is designed to streamline and simplify your company’s purchasing process. When you use your purchasing card, you can eliminate costly invoices, purchase orders and other time-consuming ordering procedures.

United VISA Fleet Card – The United VISA Fleet is a value-added product complement to the United VISA Purchasing Card that provides fleet operators with enhanced data capture and reporting capabilities to effectively manage fuel, maintenance and other fleet related expenses.

Designed to Meet Your Specific Needs – Both the United VISA Purchasing Card and United VISA Fleet Card have built-in controls that give you the ability to set individual transaction limits and include or exclude specific merchant category codes for employees. These features enable you to have greater control of your purchasing or fleet card program.

Flexible Billing and Management Reports – With the United VISA Purchasing Card and United VISA Fleet Card, you can select either individual or consolidated billing for payment flexibility. You also receive reports that allow you to track spending, monitor vendor volumes at a glance, and streamline tax preparations. Choose from reports that are mailed to you on a monthly basis or a comprehensive software reporting system that allows you to generate reports as needed.

Core Services Provided at No Cost to You – With the United VISA Purchasing Card and United VISA Fleet Card, you will receive a package of core benefits at no charge to you. Your services include:

- VISA Liability Waiver Program - Protects organizations and issuers from possible card misuse by employees.
- Auto Rental Insurance (ARI) - Provides coverage for damage due to collision and theft up to actual cash value of most rental cars.
- Emergency Card and Cash Replacement - Replaces lost or stolen VISA cards and provides cardholders with up to \$5000 if cards are lost or stolen.
- Travel and Emergency Assistance - Provides help and referrals for a wide range of travel and emergency needs.
- VISA Assistance Center (VAC) - Help desk for VISA cardholders 24 hours-a-day, 365 days-per-year.
- Unsurpassed Worldwide Acceptance – VISA is accepted in over 150 countries at more than 20 million locations around the world. If you choose to allow your employee(s) to access cash, over 855,000 ATM and branch locations worldwide assure cardholders of cash access anytime, anywhere.

These services are provided to you by either VISA or by the Bank and third party providers selected by VISA which pays for them. The Bank therefore is not responsible for the availability, use, acts or omissions of VISA or the third party providers it has selected.

United VISA Purchasing/Fleet Card Fee Schedule (As of March 2021)	
Annual Fee	No Fee
Interest Rate	Wall Street Journal Prime + 6% (Subject to change quarterly)
Late Fee	\$29.00
Overlimit Fee	\$29.00
Returned Check Fee	\$25.00
Retrieval Fee	\$25.00
<i>Replacement Card</i>	
7 - 10 days	No Fee
3 - 5 days	\$10.00
24 Hours	\$25.00
<i>Report Fees</i>	
Standard	No Charge
Specialized	Available Upon Request
Cash Advance Fee	Not Available

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan. What this means for you: When you open an account or request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. We may ask our established customers for identification and we will use this information to update our files.



UNITED BANK VISA PURCHASING CARD APPLICATION Section IX, Item C.

Please select one option below for which you are applying:

- VISA Purchasing Card VISA Purchasing Fleet Card

COMPANY PROFILE

TOWN OF CEREDO <i>Complete Legal Name of Company</i>		55-6008186 <i>Tax ID No.</i>	
700 B ST <i>Business Street Address</i>	CEREDO <i>City</i>	WV <i>State</i>	25507 <i>Zip Code</i>
PO BOX 691 <i>Business Mailing Address</i>	CEREDO <i>City</i>	WV <i>State</i>	25507 <i>Zip Code</i>
304-453-1042 <i>Business Phone No.</i>	Business Fax No.		Mo: Year:
Nature of Business	No. of Employees	Date Business Established	
Business Contact Name (Program Coordinator)	Contact Phone No.	Gross Annual Revenue(\$)	
Program Coordinator Email		02/05/2024 <i>Date</i>	
Program Coordinator Signature			
Credit Limit Requested: \$ 25,000			

ACCOUNT OPTIONS

Billing Options (Choose One):

Option 1 - Monthly Consolidated Bill (one statement to the Program Coordinator and memo statement to each cardholder). With this option, the transactions of each account will post as a combined total to an assigned control account, for one payment convenience. Statement balance due in full monthly.

Option 2 - Monthly Individual Bill (each cardholder receives a statement). Statement balance due in full monthly.

LOAN REQUEST

Purpose of Card

Working Capital Business Purchases Travel/Entertainment All Farm Community Development

Other

If applicable, please list current United Commercial Loan Officer/Office Location

FINANCIAL INFORMATION

Please provide year-end Business Financial Statement in addition to the documents below with your application:

Sole Proprietorship <ul style="list-style-type: none"> Current personal financial statement (F/S) Tradenname & Registration Borrowing Resolution Authorized cardholder form (Attachment A for each cardholder) 	Corporation <ul style="list-style-type: none"> Current F/S for each principal Previous 3 years' tax returns for each principal Articles of Incorporation Corporate By-laws Borrowing Resolution Authorized cardholder form (Attachment A for each cardholder)
Partnership/Limited Liability Company <ul style="list-style-type: none"> Current F/S for each Partner Previous 3 years' tax returns for each partner Partnership/Operating Agreement Articles of Organization Borrowing Resolution Authorized cardholder form (Attachment A for each cardholder) 	Lodge, Non-Profit, Association, Other: <ul style="list-style-type: none"> Lodge/ Association Resolution Organizational By-Laws Organization Board of Director Meeting Minutes –Borrowing Resolution was adopted/ voted to apply for VISA Purchasing/Fleet card and credit limit Business financials Authorized cardholder form (Attachment A for each cardholder)

The Bank may require additional documentation to complete the application process.

United Purchasing Card Agreement

THIS PURCHASING CARD AGREEMENT is made and entered into as of the date of issuance of Visa(s) account cards (the "Effective Date") to the entity named therein **TOWN OF CEREDO** (the "Company"), and **UNITED BANK** a Virginia chartered bank (the "Bank").

Recitals:

The Company desires to establish a Visa Purchasing/Fleet Card Account and/or Virtual Accounts (the "Visa Purchasing Card Account") with the Bank for business and commercial use and obtain various services of the Bank in connection with the Visa Purchasing Card (the "Services"). Virtual Accounts may be established by the Bank for the Company or Customer for a single use or for ongoing use. This Agreement sets forth the terms and conditions upon which the Bank will establish the Visa Purchasing/Fleet Card, issue Visa Cards or Virtual Account Numbers (each, a "Card" and collectively, the "Cards") to the Company and perform the Services. The Company and the Bank, intending to be legally bound, hereby agree as follows:

1. VISA CARD MINIMUM; CARDHOLDER ACCOUNTS. The Company will at all times have at least one Card(s) issued and outstanding. One account, bearing a distinct account number and selected activity limits (a "Cardholder Account"), will be established by the Bank for each Card requested by the Company and issued. Each Card will be issued for use by an employee of the Company to facilitate the purchases of and payments for business goods and services, as designated by the Company as provided in Paragraph 4 below (an "Authorized Cardholder").

2. BUSINESS PURPOSES. It is understood that the Company has applied for a Card account solely for business and commercial purposes, and the Company agrees to so advise each Authorized Cardholder that the Card may be used for business purposes only and shall not be used for personal, family or household purposes, or for any transaction illegal under Virginia law, federal law, the law of any jurisdiction where the card may be used, or under applicable Network rules. The Company is responsible for any use of a Card by an Authorized Cardholder, including any illegal or nonbusiness use and the Company's obligation hereunder shall not be affected or limited if any balances are incurred for any nonbusiness or illegal purpose. The Company shall establish and monitor internal procedures and guidelines for use of the Cards by the Authorized Cardholders. The Bank shall have no obligation to inquire or verify whether use of a Card by an Authorized Cardholder complies with such procedures or guidelines.

3. SERVICES. Cards may be used to purchase business goods or services ("Purchases") wherever Visa credit cards are accepted, subject to applicable activity limits and the Company Credit Limit (as defined in Paragraph 5). If the Company has so elected and "Cash Advances" are available with respect to this Account as one of the Services available for which such Authorized Cardholder may use such Authorized Cardholder's Card, cash may be advanced (loaned) ("Advances"), subject to applicable activity limits on the related Cardholder Account and the Company Credit Limit, by presenting the Card at Visa member banks or institutions or by making a withdrawal of cash by using the Card at any automatic teller machine ("ATM").

4. ISSUANCE OF CARDS.

a. The Bank will issue a Card to each Authorized Cardholder designated in writing to the Bank by the Program Coordinator. The initial Program Coordinator (including any alternate Program Coordinator(s)) is set forth on the application. If there is more than one Program Coordinator, the action or signature of any one Program Coordinator shall constitute sufficient authorization. The Company will notify the Bank in writing whenever a Program Coordinator is added or removed. Except as the Company shall otherwise direct the Bank in writing, the Company hereby authorizes and directs the Bank to issue a renewal or replacement Card before the expiration of each Card.

b. The Company acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise, and that any Card may be canceled by the Bank at any time for any reason, without notice, except as applicable law requires. Such cancellation shall in no way impair the Company's existing obligations to the Bank. Any and all Cards shall be surrendered to the Bank at its request.

c. It is understood and agreed that use of a Card constitutes an extension of credit from the Bank to the Company. The Company shall be liable for all charges made using a Card, except as provided in Paragraph 19 with respect to continued unauthorized use after receipt of notice by the Bank.

d. The Company shall be liable for all charges resulting from use of a Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Company unless and until the Company has notified the Bank to cancel the Card in accordance with Paragraph 15 and subject to applicable terms and conditions of the Visa Purchasing Card Program.

5. COMPANY CREDIT LIMIT; CARDHOLDER ACCOUNTS ACTIVITY/SPENDING LIMITS.

a. The Bank will establish a total credit line for Purchases, and, if applicable, for Advances, which total credit limit shall initially be in such amount as the Bank may fix, notice of which limit will be provided to the Company from time to time (the "Company Credit Limit"). For purposes of this Agreement, Visa Purchasing Card Accounts for which the Company Credit Limit is equal to \$35,000 or less shall be referred to sometimes hereinafter as a "Small Business Visa Purchasing Card Account." The Bank may, at its discretion, change the Company Credit Limit, or the dollar amount and activity/spending limits for any Cardholder Accounts, at any time, whether after receipt of a written request by the Company or otherwise. The Bank will notify the Program Coordinator in

writing whenever such change occurs. The Company shall also specify to the Bank in writing the credit limit for each Authorized Cardholder, but the aggregate of all such credit limits shall at no time exceed the then specified Company Credit Limit.

b. The Company agrees that it may, from time to time, have other obligations outstanding to the Bank, its affiliates or subsidiaries of United Bankshares, Inc. The Company agrees that the amount of the Company Credit Limit represents an extension of credit that shall be included in determining the total obligations outstanding at any time by the Company to the Bank and/or to any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. Any commitment to make extensions of credit by the Bank, its affiliates or any subsidiary of United Bankshares, Inc. may, in the discretion of the Bank, its affiliates or any subsidiary of United Bankshares, Inc., be reduced by the amount of Company Credit Limit.

c. The Company agrees to advise Authorized Cardholders of activity/spending limits with respect to Cardholder Accounts, including but not limited to the maximum number of transactions or maximum aggregate dollar amount of transaction or transactions permitted for such Cardholder Account during any period. The Company understands that once an activity limit is reached with respect to any Cardholder Account, the Bank has no obligation to honor further uses of the Card associated with such Cardholder Account until such applicable activity/spending limit period has expired or the Company advises the Bank of a change to the limit in accordance with Paragraph 15. The Company further understands that once the Company Credit Limit is reached, the Bank has no obligation to honor the further use of any Cards unless all Cardholder Account balances are paid in accordance with the terms of this Agreement.

d. Notwithstanding anything herein to the contrary, the Company's liability for charges to Cardholder Accounts as provided by this Agreement shall not be limited (i) by the Company Credit Limit or (ii) as to any Authorized Cardholder by the activity/spending level for the related Cardholder Account, including any limit with respect to the dollar amount of transactions requested by the Company or agreed to by the Bank with respect to charges to such Cardholder Account by such Authorized Cardholder. If the outstanding balances on all Cardholder Accounts, in the aggregate, exceed the Company Credit Limit, the Company shall remain fully liable to pay the Bank and/or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. for all such amounts, together with all finance charges and other fees agreed to herein.

6. PROMISE TO PAY; FINANCE CHARGES; FEES; TAXES.

a. The Company agrees to pay the Bank, when due, the total of all Purchases and Advances, charged to the Cards, in accordance with Paragraph 7 of this Agreement, subject to applicable law. The Company also agrees to pay the Bank a finance charge on such transactions at the rate specified in Paragraph 7 and the fees and other charges set forth in the Fee Schedule provided with respect to this Account, which may be amended by the Bank at its discretion, from time to time as provided below.

b. Unless otherwise agreed in writing the Bank reserves the right to amend the Fee Schedule at any time and from time to time upon 15 days' prior written notice to the Company. The Company further agrees to pay all costs and expenses, including court costs and reasonable attorneys' fees, incurred by the Bank in enforcing this Agreement.

7. PAYMENT; FINANCE CHARGES. The Company agrees to pay:

a. Except for Small Business Visa Purchasing Card Accounts, on each Monthly Payment Due Date (which for purposes of this Agreement means, for all accounts that receive monthly statements, the date that is 25 days after the date of the corresponding monthly statement, as provided for on the application), the amount necessary to settle all balances on all of the Cardholder Accounts, on which it shall pay the balance in full as directed on the application.

b. With respect to Small Business Visa Purchasing Card Accounts (as defined above), on each Monthly Payment Due Date, the amount necessary to settle all balances on all of the Cardholder Accounts, on which it shall pay at least the amount of 2.78% of the balance or payment as directed on the application.

c. With respect to all Visa Purchasing Card Accounts which receive semi-monthly statements in accordance with Paragraph 8 hereof, on each Semi-Monthly Payment Due Date (which for purposes of this Agreement means, for all accounts that receive semimonthly statements, the date that is 14 days after the date of the corresponding semi-monthly statement, as provided for on the application), the amount necessary to settle all balances on all of the Cardholder Accounts, on which it shall pay the balance in full as directed on the application.

d. Notwithstanding (a) through (c) above, if the Company has enrolled in the Daily Automatic Payment Plan, you agree as follows: (1) You authorize us to initiate Automated Clearing House (ACH) transfers by debit entries drawn on the bank account you have identified to us in your application for your Visa Purchasing Card Account or any other account that you identify to us from time to time ("Bank Account"); (2) We will initiate ACH debit entries from your Bank Account daily in the amount of your Daily Current Balance, which is equal to the opening balance on your Visa Purchase Card Account, regardless of any disputed amounts, determined during the Bank's nightly update each processing day; (3) You agree that in the event any debit is rejected or dishonored we may reinitiate the debit once; (4) You have provided us with all necessary information for the Bank Account that you wish us to debit and the Bank Account on which the ACH debits are authorized is a legitimate, open and active account, and you agree to notify us promptly if this information changes; (5) Once enrolled, automatic payments will continue daily until you notify us that you wish to terminate your enrollment in the Daily Automatic Payment Plan, or we terminate your enrollment; and (6) The Bank is not responsible for any fees that may be charged by your depository institution as a result of your participation in the Daily Automatic Payment Plan.

e. All finance charges, fees and charges as and when due in accordance with the procedures determined by the Bank. The

finance charge applicable to both Purchases and Advances shall be a fluctuating annual rate that is equal to the Index Rate plus 6%. Such annual rate will be adjusted upward or downward on the 15th day of the calendar month immediately preceding the start of that quarter to reflect changes in the Index Rate. For the purposes of this Agreement, the Index Rate is the highest prime rate as quoted in the Wall Street Journal. The corresponding daily periodic rate will be applied to the average daily balance of the Cardholder Accounts. Such finance charge shall begin to accrue, with respect to Advances on the date each transaction is posted to the Cardholder Account, and with respect to Purchases, on the date that is 14 days after the date of any semi-monthly statement or 25 days after the date of any monthly statement.

f. Upon demand, such additional fees and charges as the result of late payment or over limit are as specified in the Fee Schedule.

g. In addition to the other payment obligations of the Company pursuant to this Agreement, the Company agrees to pay immediately the full amount of any outstanding balance exceeding the Company Credit Limit.

8. PERIODIC STATEMENTS; DISPUTED BILLINGS.

a. Except for those Visa Purchasing Card Accounts for which either the Company opts on its application to receive semi-monthly statements or the Bank, in its discretion, requires the issuance of semi-monthly statements due to the amount of the Company Credit Limit, the Bank will furnish monthly statements according to the option checked on the application (or if none is checked, option (1)):

b. Each monthly or semi-monthly consolidated statement, as the case may be, will be in the Bank's standard format and will reflect all transactions posted to all Cardholder Accounts, all activity related to the charging of fees and charges under this Agreement and any credits with respect to such activity, for the applicable period. Each monthly or semi-monthly statement sent to individual Authorized Cardholders will reflect all transactions posted to each Cardholder Account for the applicable period for such Authorized Cardholder. Semi-monthly or monthly payments shall be made in accordance with the terms of each statement and this Agreement.

c. If the Company or an Authorized Cardholder disputes, or suspects an error has been made with respect to, any charges or billings, the Company must notify the Bank within 60 days of the date of the statement on which the disputed charge or error first appeared, or the Company waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Agreement shall be communicated in writing to the Bank at the address specified in Paragraph 18 below. Communications must include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

9. ALLOCATION OF PAYMENTS. The Bank may apply each payment made by the Company in any order the Bank determines at the time payment is made to be appropriate (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance of the Visa Purchasing Card Account or otherwise), or among the Cardholders Accounts in such fashion as the bank deems appropriate.

10. COMPANY REPRESENTATIONS; CERTIFICATES; FINANCIAL INFORMATION; REQUIRED NOTICES; AND CREDIT REPORTS.

a. The Company represents and warrants to the Bank that (i) it is a corporation, general partnership, limited partnership, limited liability company, limited liability partnership or association duly organized and existing under the laws of its domicile and has the power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, (ii) all such action has been duly and validly authorized by all necessary proceedings on the Company's part, and (iii) this Agreement has been duly executed and delivered by the Company and constitutes the valid, legal and binding agreement of the Company enforceable against it in accordance with its terms.

b. The Company agrees to furnish the Bank, upon the Bank's request, such further authorizations, verifications and certificates as the Bank may require from time to time with respect to this Agreement, including the authority and true signature of any Program Coordinator.

c. The Company shall deliver to the Bank as soon as available and in any event not later than 120 days after the end of each fiscal year of the Company, financial statements of the Company in form and detail satisfactory to the Bank. The Company further agrees to provide the Bank from time to time such other information regarding the current financial condition of the Company as the Bank may reasonably request.

d. The Company shall promptly notify the Bank of the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of the Company.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION.

a. In connection with the Services and this Agreement, the Bank and the Company will be providing to each other, whether orally, in writing or in electronic format, non-public, confidential or proprietary information (collectively, "Confidential Information"). Each of the Company and the Bank agrees (i) to hold the Confidential Information of the other in strict confidence, (ii) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to employees, officers, directors, agents, representatives, external or internal auditors or regulatory authorities of a party requiring disclosure or access in the course of employment or services, and (iii) not to use such Confidential Information

except in connection with the Services and for the purposes of this Agreement. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilized the same control (but no less than reasonable) to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (A) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (B) is released by the originating party to anyone without restriction; (C) is rightly obtained from third parties not to such receiving party's knowledge under obligation of confidentiality; or (D) is required to be disclosed by subpoena or similar process of applicable law or regulations.

b. For the purposes of this Agreement, Confidential Information of the Bank shall include, without limitation, all technical information, design, process, procedure or improvements related to the Card or this Agreement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, know-how, show-how and trade secrets developed for the Company under this Agreement, whether or not patentable or copyrightable, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals, or other documents or materials which contain or otherwise reflect any of the foregoing information.

c. Each of the Company and the Bank agrees to return to the other all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of the Paragraph 11a. Each of the Company and the Bank agrees not to use the other's name in any marketing, advertising or related materials, without the prior written consent of the other party.

12. EVENTS OF DEFAULT. The following constitute events of default (each a Default) under this Agreement:

a. Any payment is not made on the applicable payment due date or any other obligation under this Agreement is not paid as and when it is due; or

b. The terms of this Agreement are breached by the Company in any manner; or

c. The Company's borrowings hereunder exceed the Company Credit Limit; or

d. The Company fails to make any payment as and when due or otherwise defaults under the terms of any other obligation to the Bank, or to any of the Bank's affiliates or any subsidiary of United Bankshares, Inc., whether such obligation exists now or comes into existence in the future; or

e. The Company defaults (as principal or as guarantor or other surety) in any payment of, or as to any covenant or agreement with respect to, any obligation (or set of related obligations) to a third party in respect of indebtedness for borrowed money in excess of \$50,000 in the aggregate amount beyond any period of grace with respect thereto if the effect of such default is to cause, or to permit all or part of such obligation or obligations to become due before stated maturity; or

f. A bankruptcy petition is filed by or against the Company; or

g. A significant change occurs in the Company's ownership or the Bank or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. determines that a material adverse change in the Company's financial condition has occurred or is about to occur; or

h. The Company becomes insolvent or is dissolved, or the Bank otherwise believes in good faith that the prospect of performance under this Agreement is impaired.

13. REMEDIES. In the event of any Default, the Bank may, at its option, and without prior notification; (a) close any or all Cardholder Accounts to use; (b) accelerate payment of the full balance on any or all Cardholder Accounts and thereby require immediate payment of the full balance of such Accounts, including but not limited to all accrued fees and other charges; (c) accelerate payment of the full balance of all amounts accrued under this Agreement and thereby require immediate payment of the full balance of such amounts, including but not limited to accrued fees and other charges; (d) terminate this Agreement (which termination shall be deemed to be a termination for cause); or the Bank or any of its affiliates or any subsidiary of United Bankshares, Inc. to which the Company owes any obligation may, at their option, (e) declare a default under any other obligation owing by the Company to the Bank or its affiliates or any subsidiary of United Bankshares, Inc..

14. BANKER'S LIEN AND RIGHT OF SETOFF. The Company hereby grants the Bank and its affiliates and all subsidiaries of United Bankshares, Inc., a general lien and right of setoff on any of the Company's accounts or other property in the Bank's possession or in the possession of any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. to secure all obligations under this Agreement and any current or future indebtedness of the Company to the Bank or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. whether under this Agreement or any other agreement .

15. CANCELLATION OF CARDS; REDUCTION OF LIMITS ON CARDHOLDER ACCOUNTS.

a. If the Company at any time desires to cancel (including as a result of the termination of an Authorized Cardholder's employment or other reason which in Company's discretion warrants cancellation of any Card) or reduce or otherwise change any limit or other requirements on any outstanding Card, the Program Coordinator shall so notify the Bank in writing, at the address specified in Paragraph 18 below, specifying the requested date of such action. A change to any limit or other requirement on a Card with respect to a particular transaction or transactions may be given orally by such Program Coordinator, on which the Bank may rely; provided, however, that for any such change to become permanent such change must be requested in writing by the Program Coordinator to the Bank. The Bank will have a reasonable time thereafter within which to comply with any such notice.

b. Upon cancellation of any Card or termination of any Cardholder Account, the Company will promptly notify the affected Authorized Cardholder and will use its best efforts to obtain the canceled Card and return it, cut in half, to the Bank. Upon cancellation of a Card (other than a lost or stolen Card as to which the Bank has received notice) or termination of any Cardholder Account, including as a result of termination of employment of an Authorized Cardholder or other reason in the Company's discretion that warrants termination, as to which the Bank has received notice, the Company shall remain liable for all outstanding balances incurred by the use of such Card prior to such cancellation or termination and within 30 days thereafter, including all outstanding balances for transactions that may be posted to the Cardholder Account after cancellation or termination and all fees and other charges of any type as shall have accrued or as shall occur or accrue to the Bank with respect to such Cardholder Account. Upon reduction of or change in any limit or other requirement on any outstanding Card, the Company will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the Company shall remain liable for all amounts incurred by the use of such Card.

16. TERMINATION.

a. This Agreement shall be for a term of three years (the "Initial Term"), and shall automatically be renewed for consecutive periods of three years each (a "Renewal Term"), unless either the Company or the Bank has given the other party written notice at least 30 days prior to the termination of the Initial Term or then current Renewal Term that the Agreement will not be renewed. Notwithstanding the foregoing, the Company and the Bank may each terminate this Agreement at any time either (a) immediately for cause; or (b) without cause upon at least 90 days' prior written notice to the other party (which notice shall specify the date of termination), and in such case, and in the case of the Initial Term or any Renewal Term not being extended as provided above, no Card shall be used for any Purchase or any Advance on or after that date which is 15 calendar days preceding the date of termination or the last day of the Initial Term or Renewal Term, as applicable.

b. Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to the Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 11 of this Agreement, (iv) the general lien and right of setoff of the Bank, its affiliates and all subsidiaries of United Bankshares, Inc. as provided in Paragraph 14 of this Agreement, (v) the indemnity provided by the Company in Paragraph 22 of this Agreement, and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 26. Further, upon any termination, the Company shall reimburse the Bank for any out-of-pocket expenses incurred by the Bank in connection with this Agreement and the Services, including without limitation the costs associated with unused customized cards and forms.

c. In addition, the Bank may terminate any or all of Cardholder Accounts at any time, without notice, subject to applicable law, even though the Company or the Authorized Cardholder may not have defaulted on any such Cardholder Account. If the Bank terminates a Cardholder Account, the Company agrees to use all reasonable efforts to obtain all Cards issued on that Cardholder Account and return them, cut in half, to the Bank or otherwise destroy them. Notwithstanding such termination, this Agreement shall remain in full force and effect and the Company shall continue to be liable for full payment with respect to (i) the balance on the closed Cardholder Account and all charges to such Cardholder Account, including but not limited to Purchases, Advances, and any transactions that post after such Account is closed, and (ii) all fees and other charges of any type as shall have accrued or as shall occur or accrue to the Bank with respect to such transactions.

17. CHANGE IN TERMS.

a. The Bank may change the terms of this Agreement (including any changes to any attachment) at any time, subject, however, with respect to fees and other charges, to Paragraph 6 of this Agreement. The Bank will give the Program Coordinator 15 days' written notice of any change in terms of this Agreement. New terms may apply to both new Purchases and Advances and any other transactions that post after such Account is closed, and to the outstanding balances on the Card Account.

b. Notwithstanding anything to the contrary in this Paragraph 17, the terms of any Authorized Cardholder Form may be amended with respect to any change of any Program Coordinator by written notice to the Bank, and any change of the Program Coordinator may be made by written notice to the Bank from an authorized executive officer of the Company, subject at such time to such additional authorizations, verifications and certificates as the Bank may require at the time of such amendment.

18. LOST OR STOLEN CARDS. The Company agrees to notify the Bank immediately if the Company suspects or knows that a Card is lost or stolen by calling the following telephone number: (800) 242-7600. The Company must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Card to the Bank at:

UNITED BANK
514 Market Street • P. O. Box 1382
Parkersburg, WV 26102-1382
Attention: Bankcard Center • Fax # (304) 295-9355

19. LIABILITY FOR UNAUTHORIZED USE.

a. NOTICE: The Company will be liable for the unauthorized use of Cards, but not for unauthorized use that occurs after the Company notifies the Bank, either orally at (800) 242-7600 or in writing at the address stated in Paragraph 18 of this Agreement, but in no event will the Company's liability for such unauthorized use exceed the limit set by applicable State or Federal law.

b. Except as liability may be limited under subparagraph (a) above, the Company shall be liable for all unauthorized use of any Card, as well as any fraud involving the use of any Card, without regard to such limitation. The Company will not, however, be liable for any unauthorized use that continues after the Bank is notified orally or in writing of unauthorized use. Use of a Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Company, shall not constitute unauthorized use, subject to applicable law and Paragraph 15 of this Agreement. To report the unauthorized use of a Card, the Company may contact the Bank by telephone at the number shown in subparagraph (a) above or at the number on each periodic statement. The Company may also notify the Bank in writing at the address stated in Paragraph 18 of this Agreement.

c. The Company understands that the liability any Authorized Cardholder may separately have to the Company for the unauthorized use of any Card is the lesser of the limit set by applicable State or Federal law or the amount to which the unauthorized use pertains.

20. COLLATERAL SECURITY. All indebtedness and obligations of the Company arising under this Agreement are unsecured, unless there is a separate agreement granting the Bank security for the repayment of such indebtedness.

21. FORCE MAJEURE. Notwithstanding any other provisions of this Agreement, the Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to, without limitation, acts of God, acts or omissions of Visa, the Company or any third party, severe weather, war, civil commotion, government action, flood, storm, fire, explosion, strikes, other industrial disturbances, computer viruses or hacking, computer, network or other equipment failure or malfunction, national emergency, pandemic or epidemic, or any other cause beyond the Bank's reasonable control.

22. INDEMNIFICATION. The Company shall indemnify and hold harmless the Bank and its affiliates and any subsidiary of United Bankshares, Inc., and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement and the Service except to the extent such Losses solely result from, arise out of or relate to the gross negligence or willful misconduct of the Bank or its affiliates or any subsidiary of United Bankshares, Inc., or their respective directors, officers, employees or agents.

23. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES. THE BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

In addition, the Company acknowledges and agrees that VISA USA and VISA INTERNATIONAL shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including the Bank) or by the agents, brokers, cardholders (including the Company or any Authorized Cardholder), or merchants of any such Visa member arising out of the Visa Card product, including without limitation the Visa Card Account and services provided under this Agreement.

VISA USA and VISA INTERNATIONAL DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE VISA CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING THE BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE.

24. PRIOR AGREEMENTS; WAIVER. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Company and the Bank or any of the Bank's affiliates or any subsidiary of United Bankshares, Inc. with respect to the subject matter hereof. No waiver by the Bank or any of the Bank's rights under this Agreement shall be effective unless in writing signed by an authorized representative of the Bank.

25. ASSIGNMENT; BINDING EFFECT. This Agreement (including any of the Company's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by the Company without the prior written consent of the Bank. This Agreement shall be binding upon the representatives and permitted successors and assigns of the Company. No consent is required for the Bank to assign or otherwise transfer this Agreement or its rights or obligations hereunder.

26. WAIVER OF JURY TRIAL. THE COMPANY EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT. ANY ACTION TO ENFORCE THIS AGREEMENT MAY, AT THE OPTION OF THE BANK, BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN FAIRFAX COUNTY, VIRGINIA, AND THE CUSTOMER EXPRESSLY AND IRREVOCABLY WAIVES ANY OBJECTION TO PERSONAL JURISDICTION OR VENUE AT THAT FORUM. THE COMPANY ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE KNOWING AND VOLUNTARY.

27. NOTICES. All notices under this Agreement shall be given in the manner and to the address and (if applicable) the telephone number stated in Paragraph 18. All notices permitted or required by this Agreement shall (unless otherwise specified in this Agreement) be in writing and shall be deemed to have been duly given if sent by personal delivery, United States mail, e-mail or other electronic communication, or facsimile, addressed, in the case of notice to the Bank, to the address specified in Paragraph 18 or by e-mail to pcard@bankwithunited.com, and in the case of the Company to the billing address on file with the Bank or to the e-mail address on file with the Bank, in the case of authorized inquires, or for any notice by the Bank pursuant to Paragraphs 16 and 17, to the Program Coordinator at the address set forth in this Agreement or any attachment thereto; or any address set forth or referred to above may be changed by the party to receive notice, providing notice is given in writing to the other party in accordance with these notice provisions.

28. CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS. When you use your United Credit Card at a merchant that does not accept payment in US dollars, settles in a currency other than US dollars, the transaction amount will be converted into the corresponding US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us an International Service Assessment on all international transactions, regardless of whether there is a currency conversion. As a result, we charge you an international transaction fee on international transactions where there is no currency conversion. Please refer to your Fee Schedule for additional information regarding the amount of the fee. An international transaction is any transaction where the country of the merchant is located outside of the United States of America.

29. GOVERNING LAW. This Agreement and all questions relating to the subject matter hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia or, to the extent controlling, the laws of the United States of America.

30. EFFECTIVENESS. This Agreement is effective upon the first use of any card issued to the Company pursuant to the arrangement memorialized herein and shall remain in effect until cancelled by either party in the fashion described hereinabove. The signature of the Company on an application for establishment of this Account or the provision of a resolution authorizing the establishment of this Account shall constitute and be treated as the assent in writing by the Company to the terms of this Agreement.

31. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan. What this means for you: When you open an account or request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may ask our established customers for identification and we will use this information to update our files.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

TOWN OF CEREDO
Company Name: (Print or Type)

United Bank

By: _____
(Signature)

By: _____
(Signature)

Name: **PAUL A BILLUPS**
(Print or Type)

Name: _____
(Print or Type)

Title: **MAYOR**
(Print or Type)

Title: _____
(Print or Type)



UNITED BANK PURCHASING CARD
Authorization Agreement for Direct Payments

Date: 1/18/2024

TOWN OF CEREDO
Company Name (Please Print)

Authorized Employee (Please Print)

United Bank Credit Card Number: _____

Draft from :

Depository Institution: _____

Institution's Phone #: _____

Routing & Transit Number: _____

Checking Savings Account Number: _____

I (we) hereby authorize United Bank to initiate debit entries to our corporate account(s) at the depository institution indicated above for payment to the above-referenced Purchasing Card beginning ____/____/_____. The payment will be posted on the due date. MM/DD/YYYY

Payment Option:

The previous statement balance amount that is due each month less any credits issued.

This authorization is to remain in full force and effect until United Bank has received written notification from authorized personnel of its termination in such time and in such manner as to afford United Bank and the depository institution a reasonable opportunity to act on it.

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Authorized Signature

2nd Authorized Signature (if applicable)