

Kitzmilller Mayor and Town Council Public Hearing & Meeting Minutes November 28th, 2022

Date: Monday, November 28th, 2022. **Location:** Kitzmilller Elementary School Building **Time:** 6 PM

In Attendance:

- ✓ Mayor Robert Reckart
- ✓ Councilman G. Michael Brady
- ✓ Councilwoman Theresa R. Harvey
- ✓ Councilwoman Diane Nye-Paugh
- ✓ Town Clerk, Rebecca M. Glotfelty
- ✓ Councilman Michael Hechmer (Left)
- ✓ Peggy Jamison
- ✓ Brandon Butler
- ✓ Dale Lipscomb

Public Hearing Called to Order at 6:30 PM

Peggy Jamison, *Circuit Rider*, hosted the public hearing on behalf of the Town of Kitzmilller Mayor and Council. "This meeting is being held so the public is aware that the Town of Kitzmilller will be applying for a "Special Project" through the Community Block Development Grant (CBDG). These are federal funds that are broken down into different categories, one of which is the *Elimination of Slum & Blight*. This will be the type of funding the town will be applying for. These funds will help remove some of the blighted buildings in the community."

Peggy then took the time to explain the application process and asked if there were any questions. No questions were asked.

Public Hearing Adjourned: 6:45 PM.

Town Council Meeting Called to Order at 7:01PM.

Opening prayer was led by Nancy Brady, followed by the pledge of Allegiance.

In Attendance:

- ✓ Mayor Robert L. Reckart
- ✓ Councilman G. Michael Brady
- ✓ Councilwoman Theresa R. Harvey
- ✓ Councilwoman Diane Nye-Paugh
- ✓ Town Clerk, Rebecca M. Glotfelty

Approval of Minutes from Monday, September 26th, 2022 & Monday, October 24th, 2022.

- **Councilwoman Nye-Paugh makes a motion to accept the minutes from September 26th, 2022. Councilman Harvey seconds. 3-0. Motion carries.**
- **Councilman Brady makes a motion to accept the minutes from October 24th, 2022. 1-2. Meeting minutes will not be published due to failure of a second. Failed motion.**

Announcements:

- Woodmen of the World donated 31 Brand New Flags in honor of our veterans. They asked us to put together a lunch on their behalf. With the help of The Coal Bucket Restaurant, Woodmen of the World, and Kyle Pritts, owner of Pritts Funeral Home, we were able to serve lunch to the veterans of Kitzmilller.
- Teresa Durst and the Veteran's Day Committee were able to serve the veterans in the area dinner with the help of several different organizations. The Mayor and Town Council received a Thank You Card for their donation to the dinners.

- Old Fashioned Christmas is planned for the evening of December 9th from 6P to 8P at the Kitzmiller School Building.

Recognized Guests:

Brandon Butler – Kitzmiller Revitalization Grant – Presentation of Findings. Different ideas were presented to help bring in revenue to our community. The “Welcome Home” project included 5 strategies. The First being to establish a pop-up space. This space will be providing an “incubator” to local entrepreneurs to foster microbusiness. This will be for a short-term duration, constantly providing something new to the community and will help with the “Stickiness” of our community and provide a space for tourist money to be spent. Strategy 2 focused on investing in outdoor recreation. With the new Wolf Den State Park being so close, the town allowing stickers ATVs, we are halfway there. Camping options are very limited in this area but finding the space for people to set up their RVs or a camp space could bring revenue into the town. Strategy 3 embraced our Festivals and Events. Promotion, overnight guests, attracting visitors and drawing them in gets people into our community to want to spend their money here. Embracing our seasonal festivities can help with that. Strategy 4 is Developing Housing. While we know that at one point, with the help of grants, the town was able to build two new homes in the community. This was a great idea; it was just timing. To keep the town growing, we must continue to keep building. Nearly 90% of Kitzmiller’s housing stock is occupied. Having new places for people that are move-in ready entices people to buy in our community. Expansion will also allow us to grow our tax base. Strategy 5 plays to the town’s strengths. The “Welcome Home” feeling you get when you visit the community. What makes people want to come back? The fact that people feel like family when they visit. Maybe they once lived here and moved away. Continuing to provide wonderful neighborly experiences to those who don’t currently live here could give them the impression that they would ultimately want to end up here. The front porch community here is still at large. Which gives “outsiders” a glance into how tight knit our community is. Marketing and Outreach can help promote our “Home.” Keeping the “Welcome Home” as our attention grabber. With that being said, the launch of a new website could benefit us tremendously. It was brought to the attention of those who help run this community that maybe instead of those “Shutterfly models” you see in the brochures, we get real Kitzmiller Residents to help promote our town. The next steps to this process will be finalizing our plan, looking, and then applying for current grant opportunities to help us get started, and the launch of our new webpage.

Nancy Brady – The Helping Hands Thrift Shop is OPEN for business. The hours are Tuesdays and Thursdays from 12PM to 6PM. November 8th was our first day open and it went well. We are thankful to have this opportunity to be able to provide this service to our community.

Shellie Mallow – Is there anything that the town can do about people who have dogs that are free roaming? **Mayor Reckart** stated that we can start by sending those individuals a copy of the ordinance.

Heather Berg – The Empowerment Group is helping the Town of Kitzmiller host the Christmas Light Contest this year. We are encouraging all residents that live in the Kitzmiller zip code to participate to “Brighten Kitzmiller.” You do not have to register to be entered. Even simply changing the bulb on your front porch automatically enters you. There will be prizes to be awarded. There will be 3 Walmart Gift Cards given. 1st - \$75. 2nd - \$50. 3rd - \$25. Judging will be conducted by the mayors of other municipalities on the evening of December 22nd between 6P and 8P. We just want to encourage everyone to have fun and be creative. Make this time of year magical for the little ones. We will also be selling our bows for the Trim a Tree Program that is held at Old Fashioned Christmas every year. Bows are \$7 each and the colors and meaning are Red to Remember, Gold to Honor, and Red, White, & Blue to Support our Military. Contact a member of the Empowerment Group, call Heather Berg at 301.501.2038 or Beccie Glotfelty at 301.501.2434. The forms for purchasing the bows prior to Old Fashioned Christmas will be located at the Kitzmiller Town Hall.

We are excited to announce that Insta Pix will be joining us at Old Fashioned Christmas to help us capture pictures of the families who join us.

Thomas Vose – Ruth Enlow Library – The Ruth Enlow Library in Oakland will be starting a FREE public speaking group. Anyone is welcome to attend. Please visit the Oakland Branch of the Library for more information or call.

Diane Kisner – Kitzmiller Ruth Enlow Library – Along with our monthly groups, we are excited to announce that we will be hosting an Open House on December 9th from 10AM to 3PM. By joining us you can register for a door prize and join in on the fun by making a craft.

Missi Nesselrodt – Would first like to say that there are a lot of different organizations in this community. She thinks it is a shame that not all these organizations can pull together to work together for our small community. Heather Berg stated that the organization that they are referring to is the Kitzmiller After School Program. Then asked why KASP was not participating in the Old Fashion Christmas. KASP's response was that we are a small non-profit organization that does not charge our students and have to fundraise to support our program. As an organization, we felt our time and money was better used to team up with Kitzmiller Head Start to provide a Christmas Dinner for our combined students, family members, and program supporters. Sharon Paugh then stated that, "Maybe if you would have just let everyone else know about the Christmas Tree in the post office, it would have been nice. The problem here is lack of communication." Diane Nye-Paugh's response was, "You could have come to me to ask."

Also, in Attendance with nothing to submit: Dale Lipscomb, Rita Lambka, Becky Reckart, Justin Nesselrodt, and Sharon Paugh.

Grants:

Community Legacy Grant – Bid packets have been completed and finalized by the circuit rider.

USDA – WE FINALLY RECEIVED OUR APPROVAL LETTER! This grant is for the new Dump Truck. We are currently waiting for the paperwork to sign, but we have taken the steps to reach Team One to get the Truck ordered.

Appalachian Regional Commission Grant – Got the link to "Officially" sign in ONLINE for this grant. This gets us one step closer to being approved. WE GOT THE APPROVAL EMAIL TODAY!

ARP - Stair Lifts @ CB & School – Chairlift people were a no show, is on the wait list through a company in Pittsburgh. (Closest commercial grade chairlifts).

ARP – Third Street Storm Drainage *Under New Business. *

Old Business:

Gym Flooring – Estimate has been received from Success Floor Covering. With this estimate, there is no warranty to the work they will perform.

Diane Kisner asked if there were any updates for the new street lighting. **Mayor Reckart** stated that he has been in touch with Richie and there is a supply chain issue as of right now. Potomac Edison is very slowly receiving supplies. There have been multiple tickets submitted to have the work completed.

New Business:

Social Media Policy Resolution – Approval

Councilman Brady motions to approval the Social Media Policy Resolution. Councilwoman Harvey seconds the motion. 3-0. Motion Carries.

Juanita James & Cory Stieringer – Juanita James was kind enough to paint the walking trail with key points throughout our community on the back of the Bulletin Board by the post office and Cory Stieringer is the one that designed Kitzmiller's Coin for the 150th Anniversary Celebration of Garrett County. It was discussed giving them something, but there was never anything decided. **Councilwoman Nye-Paugh**

motions to purchase gift cards to Michael's Craft Store for each of them in the amount of \$100.00 each. Councilman Brady seconds the motion. 3-0. Motion Carries.

March Event – Looking at different events to hold throughout the year. What about “Kitzmillers Got Talent?” on March 11th? Is it okay with the Council to move forward with this event? Auditions would be held the evenings of January 9th through the 12th. Rehearsals will be held on Wednesdays 02/08/23, 02/22/23, & 03/08/23 from 6:30PM until ??? Any proceeds will go directly back to the town to help with events/current projects. **Councilwoman Harvey suggested to see if anyone would be interested in the event, then to proceed from there.**

Third Street Storm Drainage – Estimate received from Hawk Excavating, LLC. The total of this estimate is \$15,000.00. Broken down into two different projects. 1st – The Third Street Drainage for a total amount of \$7,500.00. 2nd – Storm Drainage on Oak Street for a total amount of \$7,500.00. **Councilwoman Nye-Paugh motioned to accept the estimate from Hawk Excavating, LLC. Councilwoman Harvey seconded the motion. 3-0. Motion Carries.**

December Meeting – Yay or Nay? (Would be on Monday, December 26th). **Councilwoman Nye-Paugh motions to forgo the December 26th, 2022, Meeting. Councilwoman Harvey seconded the motion. 3-0. Motion Carries.**

Pickleball on Monday Evenings – Kitzmiller/Elk Garden Youth League would like to start hosting pickleball for adults on Monday evenings at the school starting in February 2023 and then ending at the end of April 2023. The time will be from 6PM to 9PM. **Councilwoman Nye-Paugh motions to accept the terms for Pickleball. Councilman Brady seconds the motion. 3-0. Motion Carries.**

Youth Basketball – Kitzmiller Elk Garden Youth League would like to start hosting basketball on Thursday evenings at the school starting in January 2023 running to the end of March 2023. The time will be from 4PM to 8PM. **Councilwoman Nye-Paugh motions to accept the terms for youth league basketball. Councilwoman Harvey seconded the motion. 3-0. Motion Carries.**

Councilmember Concerns:

Michael Hechmer – Not present.

Theresa R. Harvey – Nothing.

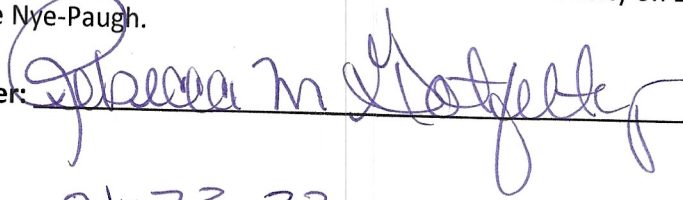
G. Michael Brady – Nothing.

Diane Nye-Paugh – Nothing.

Motion to Adjourn Meeting was entertained by Councilman Brady at 8:27 PM. The motion was seconded by Councilwoman Harvey. 3-0. Motion Carried.

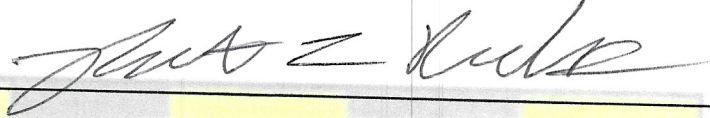
These meeting minutes were prepared by the Kitzmiller Clerk/Treasurer, Rebecca M. Glotfelty on 10/25/2022, & revised on 01/23/2023 per Diane Nye-Paugh.

Rebecca M. Glotfelty, Clerk/Treasurer:

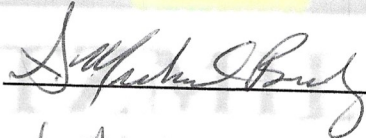


These minutes were approved on 01-23-23 by the following:

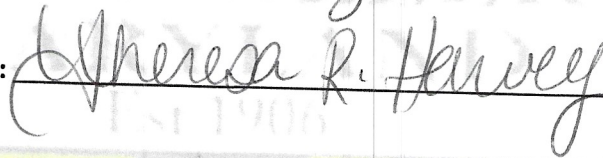
Robert L. Reckart, Mayor:



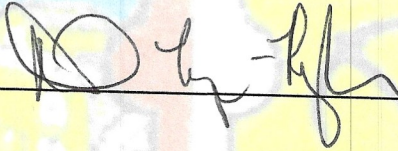
Councilmember G. Michael Brady:



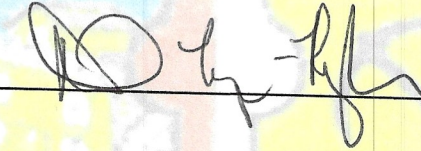
Councilmember Theresa R. Harvey:

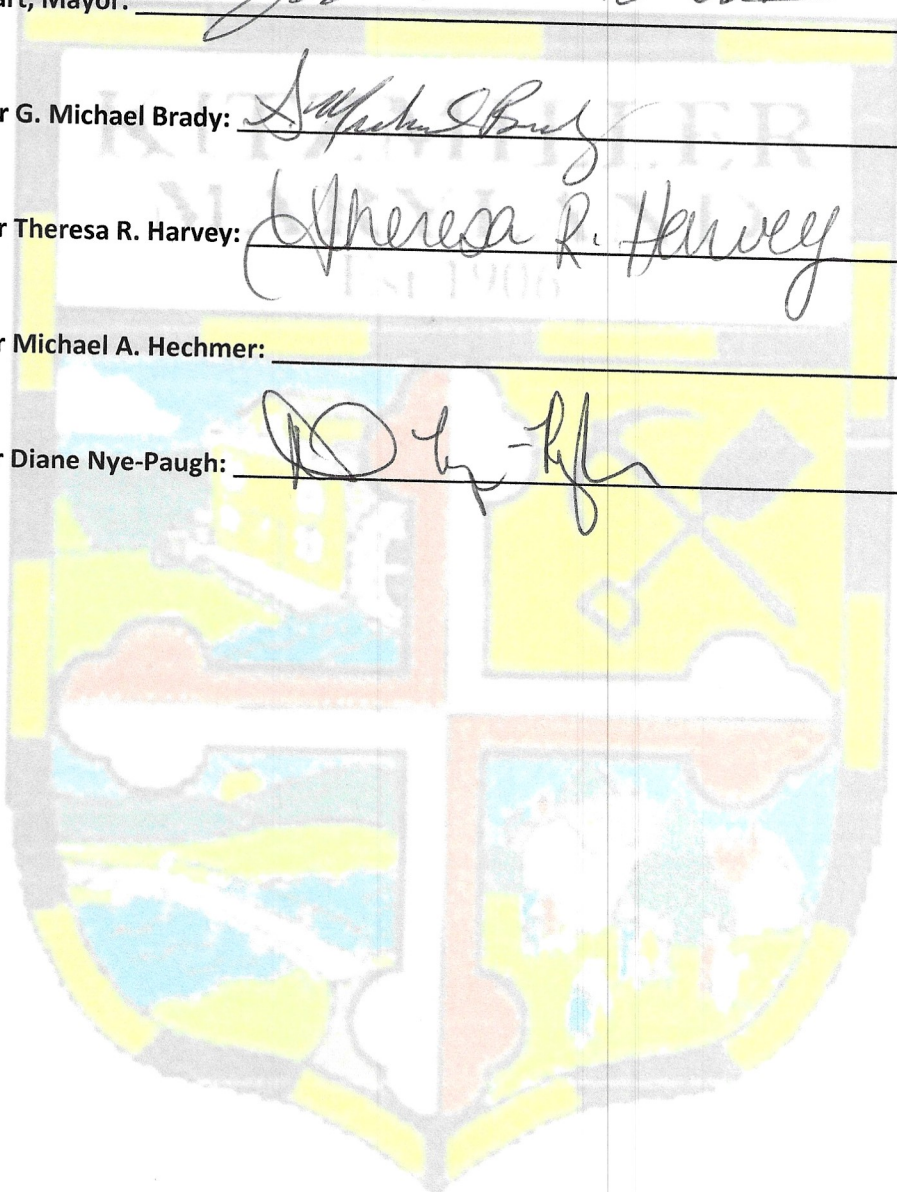


Councilmember Michael A. Hechmer:



Councilmember Diane Nye-Paugh:





Town of Kitzmiller Projected Projects

MAYOR ROBBIE RECKART

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Potential Projects

- Upgrades to the Former Kitzmiller Elementary School
- Visitor's Center
- Community Building/Town Hall
- Economic Revitalization Study
- 75th Anniversary of the Botanical Garden

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Kitzmiller School Building

THIS BUILDING IS USED FOR A WIDE ARRAY OF ACTIVITIES, ORGANIZATIONS, AND EVENTS.

MOST RECENTLY IT BECAME THE HOME OF THE HELPING HANDS THRIFT SHOP THAT IS RAN ENTIRELY BY VOLUNTEERS AND ALL PROCEEDS ARE DISBURSED BACK AMONGST OUR COMMUNITY.

IT IS ALSO THE HOME OF THE KITZMILLER AFTER SCHOOL PROGRAM, KITZMILLER HEAD START, KITZMILLER SENIOR NUTRITION, & THE RUTH ENLOW LIBRARY.

TOWN OF KITZMILLER

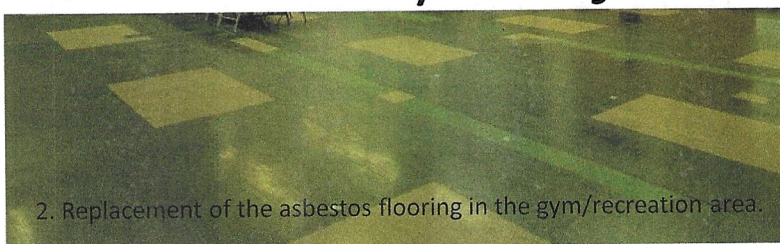
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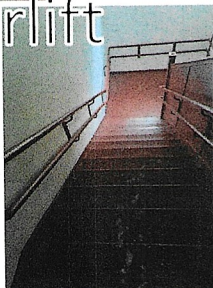
Primary Projects



1. Stairlift



2. Replacement of the asbestos flooring in the gym/recreation area.



3. Proper security measures for the safety of the kids who utilize the building daily.

See Estimate.

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Handicap Access to the Library



Currently, there is no handicap entrance to allow for pedestrians to enter the Kitzmiller Library without having to go through the Head Start Corridor.

Being able to provide the library their own Handicap Access will allow for better protection of the students and will also allow for more pedestrians to visit our local library.

1/27/2023

PRESENTATION TITLE



5



Kitzmiller Visitor's Center

1/23/2023

TOWN OF KITZMILLER PROJECTS

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Appearance of the Building

The paint on the building is severely chipping and peeling off. There are also holes in the porch that provides access to the building.



1/23/2023

KITZMILLER PROJECTED PROJECTS

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Community Building/Town Hall

1/23/2023

KITZMILLER PROJECTED PROJECTS

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Replacement of the Stairlift



This location used to be one of the primary sources of our income.

Since the chairlift has been out of order, we can not provide handicap access to the upstairs of the facility.

We have recently been holding our council meetings in the upstairs of the building with special accommodations made for those who can not climb the stairs.

It would be nice to give fair access to everyone, so everyone can join the council meetings in person and so we can gain some revenue for our town by being able to rent the space again.

****See Estimate****



Kitzmiller's Botanical Garden

Help us celebrate 75 years!

With the Botanical Garden being forged in 1948, that makes this year 2023, the 75th Anniversary of Dr. Melvin Brown's Botanical Garden.

With the help of Maryland's Forestry Board we wish to carry on what Dr. Brown had started. Currently we are reestablishing what herbaceous and woody species are currently in the park. Within the next 3-5 years, we wish to have everything Dr. Brown planted reintroduced to the botanical garden.

We wish to reach out to the surrounding colleges/universities for help to maintain the identifying of new species and the introduction of them too.

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1/23/2023



Update the Restrooms

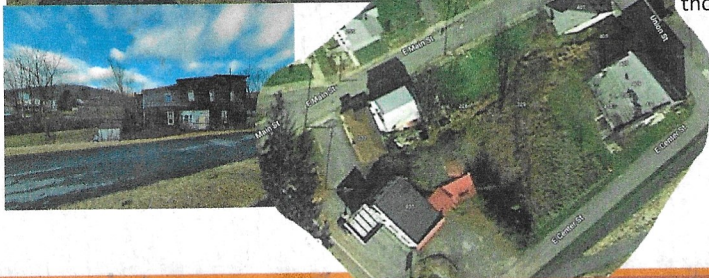


Trail improvements to the places that have lifted due to roots of the trees, falling of trees, etc. The trail was resurfaced in 2016, but there are a few minor areas that need to be improved to help prevent falling for those who utilize this trail.



Replace Pavilion Roof

Economic Revitalization Study



Thanks to the Revitalization Grants given to us by Garrett County Community Action, the town of Kitzmiller was able to hire a firm to help revitalize our community.

There are several outdoor recreational state parks surrounding the Town of Kitzmiller. This plan incorporates the idea of those utilizing those state parks, spending their much needed down time in our town.

1/23/2023

KITZMILLER'S PROJECTED PROJECTS

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Summary

THERE ARE SO MANY NEW AND FUN THINGS HAPPENING AROUND KITZMILLER. IN ORDER TO MOVE FORWARD, WE NEED TO ACCEPT THESE CHANGES AND INCORPORATE WHAT IS GOING ON AROUND US INTO THE EVERYDAY LIFE IN THE TOWN OF KITZMILLER.

1/23/2023

KITZMILLER'S PROJECTED PROJECTS

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Thank you

ROBERT L. RECKART, MAYOR

COUNCILMEMBERS:
G. MICHAEL BRADY
THERESA R. HARVEY
MICHAEL A. HECHMER
DIANE NYE-PAUGH

REBECCA M. GLOTFELTY
TOWN CLERK
P.O. BOX 807
KITZMILLER, MD 21538
PHONE: 301.453.3449
FAX: 301.453.3199
EMAIL: KITZMD@SHENTEL.NET

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Wise Guys Media, LLC

937 Canyon Rd
Morgantown, WV 26508 US
(304)435-3150
mrwiseguys@gmail.com
www.wiseguysmedia.com



ADDRESS

City of Kitzmiller

Estimate 2215

DATE 01/04/2023

ACTIVITY	QTY	RATE	AMOUNT
Town Office/Maintenance Building			
Dome Camera IP HD Dome Cameras with Junction Boxes/Mounts 2 Outside Front 1 Inside Office	3	255.00	765.00T
8 Channel NVR Record up to 8 cameras	1	845.00	845.00T
Wire Cat5	1	175.00	175.00T
Misc. Materials Wire Molding/Tracking	1	50.00	50.00T
Tech Time Installing 3 Cameras and setting up mobile devices for viewing cameras	1	350.00	350.00T
Alarm System 1 Touchscreen Keypad with Wifi and ATT Communicator 3 Wireless Door Sensors 1 Wireless Motion Sensor 2 Remote Keyfob for Panic Alarm 1 for keychain 1 stationary inside	1	900.00	900.00T
Tech Time and Programming			
Monitoring Fees are \$32 per month for Alarm Monitoring			

ACTIVITY	QTY	RATE	AMOUNT
			Subtotal: 3,085.00
<hr/>			
Head Start Building			
Bullet Camera Analog HD Bullet Cameras Replacing 9 Adding/Wiring 1 additional	10	235.00	2,350.00T
16 Channel DVR Record up to 16 Analog HD Cameras	1	1,099.00	1,099.00T
Tech Time Replacing Existing Cameras Adding 1 Camera Setting up mobile devices for Remote Viewing	1	600.00	600.00T
			Subtotal: 4,049.00
<hr/>			
Access Control Doors Sold and Installed by Accelerated Fire and Security			
Access Control System 2 Honeywell 2 door access control panels 4 Honeywell access control card readers 1 Alarm Controls double magnetic door locks 1 Alarm Controls single door magnetic door lock 4 Alarm Controls request to exit buttons 4 Intelisense request to exit motions 1 Altronix power supply 25 HID access control cards Lot Installation hardware and labor Lot Programming and testing	1	10,282.00	10,282.00T
-----Terms-----			
**Accelerated Fire and Security will provide the above listed equipment for the access control additions at the Kitzmiller Community Building.			
**Internet connection is required for system connectivity for remote programming.			
**A valid purchase order is required to proceed.			
**Fire Alarm Contractor is required to install relay module at the time or very soon after installation (this assures the above doors will unlock in the event of a Fire Alarm)			

WV 051809

Please do not hesitate to call, email, or text us with questions, concerns or changes. We are looking forward to your business.
Thank You

SUBTOTAL

17,416.00

TAX

1,044.96

TOTAL

\$18,460.96

Accepted By

Accepted Date



Shenandoah Elevator Company
141 Muskoka Court
Winchester, VA 22601
Office: 540-450-5756
www.shenandoahelevator.com

Quote # 23002

Date: 01/13/2023

License Numbers
Virginia 2705172526A
Maryland 2103
West Virginia WV058939

Mobility / Stair lift Quotation

Project Name: Kitzmiller Community Building

Company: Town of Kitzmiller MD

Project Address: 104 W. Centre St.
Kitzmiller, MD 21538

Attn: Rebecca Glotfelty

Phone: 301/453-3449

Email: kitzmd@shentel.net

Address: 104 W Centre St.
Kitzmiller, MD 21538

Shenandoah Elevator Company is pleased to provide you a quotation to furnish and install the following:

- Savaria K2 Stairlift
- Savaria SL-100 Stair Lift
- Savaria Stairfriend Stair Lift
- Other
- Other
- Other

Provide and install a Left Hand K2 Plus straight stairlift.

Total Price: \$ 8,225.00

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RV-6-19-19

initials ____/____

1. Equipment Details:

Commercial Residential

Number of Units:	1
Equipment Type:	LH Stairlift
Manufacture:	Savaria
Model:	K2 Plus
Travel Speed:	15 FPM
Capacity:	350 Lbs
Door At Top or bottom:	N/A
Camera Survey:	N/A
Camera survey date:	N/A
Permit Included:	
Inspection Included:	
	Includes Public Package
	Includes additional rail/track and associated fasteners

2. Alternate Pricing Options

3. Project Specific Clarifications

No retainage allowed for this project, final payment due the day of turnover of lift.

4. Job Schedule

Proper scheduling enables smooth, safe and on time installation. This proposal is based on the assumption that Shenandoah Elevator is able to use our standard installation method. All work will be performed Monday - Friday during normal business hours of 8:00AM to 4:30PM. Excluding holidays (overtime will be an additional cost). Shenandoah Elevator strives for a smooth and efficient installation, however coordination between the GC, other trades, the customer and Shenandoah Elevator is essential. below is a typical schedule for your equipment, if your schedule will vary from below you will be notified by a Shenandoah Elevator project manager and kept up on the most current status available.

Signing of contract to site visit - 1 week

Release of equipment from factory to be manufactured - 1 week from approved drawings (if necessary)

Straight stair lifts take approx 1 week from date of order to come in to our facility.

Curved stair lifts take 6 - 10 weeks from date of order to come in to our facility.

Installation of a straight stair lift takes on average 1 day per stair lift to install.

Installation of a curved, custom stair lift can take up to 4 days to install.

If permits and Inspections are required the final inspection of the equipment will be scheduled by Shenandoah Elevator and may take 3 to 4 weeks to schedule. The third party inspection company gives us the inspection date and we have no control of the time-frame.

5. Payment Terms

Proposal price is valid with the following payment terms. **All payments are due upon receipt**

SCHEDULE OF PAYMENTS/SCHEDULE OF VALUES

<u>Amount</u>	<u>Description</u>	
\$ 4,112.50	Due a contract signing	
\$ 4,112.50	Due upon job completion.	
\$ 8,225.00	Total	<i>Project Total: \$ 8,225.00</i>

Hourly Rates:

Currently \$225.00 per hour for a mechanic and \$375.00 per hour for a crew of 1 mechanic and 1 helper

Regular hourly rates:
 Mechanic \$225.00 per hour
 Helper \$175.00 per hour
 Crew \$375.00 per hour

Overtime Rates:
 Mechanic \$382.50 per hour
 Helper \$297.50 per hour
 Crew \$637.50 per hour

Travel time is billed from the shop to the site at \$.96 per mile.

Payments to Shenandoah Elevator shall not be contingent upon any third party payments to Customer. Shenandoah Elevator reserves the right to delay and/or suspend the work and services, including manufacturing delivery, installation and/or final turnover of the equipment, for non-payment. Simple interest at 1.5% per month will be charged on amounts not paid when due.

Customer will reimburse Shenandoah Elevator for all costs of collection, including without limitation court costs and reasonable attorney's fees. In states requiring notice prior to filing a lien, this notice requirement is deemed satisfied through this paragraph.

Prior to equipment turnover, Shenandoah Elevator must be paid in full, less 5% maximum retention, if agreed upon, the contract price including all change orders. Additionally, prior to turnover Shenandoah Elevator requires a signed final acceptance form from all parties.

RETAINAGE: Not Permitted.

PROPERTY/MATERIAL RIGHTS: The delivered/installed material shall remain the property of Shenandoah Elevator shall retain title thereto until final payment, including retainage is made. At the time payment is fulfilled property rights will convey to the customer.

6. Terms and Conditions:

Conditions: Acceptance of this offer by the purchaser shall constitute an order and contract for the purchase of the items described herein. We shall not be liable for non-performance of this contract, in whole or part, if such non-performance is the result of any cause or causes beyond our reasonable control, including (but without limitation by reason of enumeration) the following: fires, strikes, differences with employees, casualties, delays in transportation, government restrictions or other causes. Nor shall these exceptions be limited or waived by any other terms of the contract, whether printed or written. Price: Unless otherwise stated, pricing for labor and materials shall remain firm, but under no circumstances shall Shenandoah Elevator be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. Installation: The work shall be performed during regular working hours, 8:00AM - 4:30PM Monday - Friday, working days and statutory holidays excluded. if overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the proposal price at Shenandoah Elevator's standard overtime rates. Shenandoah Elevator will not commence overtime work without an executed change order. Warranty: Shenandoah Elevator warrants the materials and workmanship of the equipment for one (1) year after the acceptance date set forth in the signed Final Acceptance form. The customer's remedy is limited to repair or replacement of a defective part in Shenandoah Elevator's sole discretion, and excludes labor charges. In no event shall Shenandoah Elevator Company be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, lack of maintenance, work or repairs or modifications by others or any other cause beyond the control of Shenandoah Elevator Company. DISCLAIMS ANY OTHER WARRANTY OF ANY KIND; EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Liability Limitation: the Customer agrees to indemnify, defend and hold harmless Shenandoah Elevator Company from any loss, damage or claim for damages or injuries, including death, connected with the use or operation of the equipment. Should damages occur to Shenandoah Elevator's material or work on the premises, where work is to be or being performed, by fire, theft, or otherwise, the customer is to compensate Shenandoah Elevator for said damages. Shenandoah Elevator's obligation to defend, indemnify and hold the customer harmless shall be limited to the extent of a claim for damages or injuries result from Shenandoah Elevator's negligent acts or omissions or willful misconduct, but not the negligent acts or omissions or willful misconduct of others. Shenandoah Elevator will not name any party as additional insured to their policy. Damages: Shenandoah Elevator shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages in contract, tort, including negligence, warranty or otherwise. Shenandoah Elevator liability under any circumstances shall be no more than 5% of the proposed value of the equipment concerned. Force Majeure: Shenandoah Elevator shall not be liable for any loss, damage, claim or delay due to any cause beyond Shenandoah Elevator's control including, but not limited to, act of government, strikes, lockouts, and work interruption or other labor disturbance, fire, explosion, theft, flood, riot, civil commotion, war, malicious mischief, or acts of God. Agreement Claims: If either party to this agreement claims default by the other, written notice of at least ten (10) days shall be provided, specifically describing the default. If a cure of the default is not commenced within the ten-day notification period, this agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorney's fees and costs.

7. Proposal Approval –To Be Completed By Customer

Please Initial Each Page Where Indicated and Sign Below:

The signature below constitutes agreement and acceptance of this proposal to furnish and install the specified elevator(s) for: \$ 8,225.00 and is done so by an individual granted the authority to sign legally binding documents. Customer hereby acknowledges receipt of the Terms and Conditions which are attached hereto and incorporated herein, and agrees to abide by all the terms and conditions thereof.

Signature: _____

Date: 01/13/2023

Print: _____

Company: _____

Title: _____

This section to be completed by Shenandoah Elevator Company

Signature: _____

Print: Colin Clark

Date: _____

Company: Shenandoah Elevator Company.

Title: Manager