

# COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue  
Weston WV 26452  
Phone:( 304)269-8200  
FAX: (304)269-2416  
Email: lewiscountycommission@lewiscountywv.org  
Website: lewiscountywv.org



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

**LEWIS COUNTY COMMISSION  
110 CENTER AVENUE, 2ND FLOOR  
WESTON, WV 26452  
MEETING AGENDA  
TUESDAY, October 24, 2023**

## SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. **10:00 AM**      **Call Meeting to Order** (*action required*)
2. **10:05 AM**      **John Breen, Lewis County Assessor**  
**RE:** Exonerations, Consolidations, Apportionments  
Draft copies will be available for review two business days prior to the meeting date. (*action required*)

## APPOINTMENTS:

3. **10:10 AM**      **Lewis County Economic Development Authority Report:**  
Director, Ray Smith will present the report for the Lewis County Economic Development Authority. (*information only*)
4. **10:15 AM**      **Lewis County Community Foundation:** Director Julie Posey will provide a presentation on updates. (*information only*)

## CORRESPONDENCE & INFORMATION:

5. **Upshur County Commission Meeting Agenda:** The October 19, 2023 Upshur County Commission meeting agenda is presented for review. (*information only*)  
(*information only*)
6. **Jane Lew Public Service District:** The agenda for the October 12, 2023 meeting is presented for review. (*information only*)
7. **Lewis – Gilmer E911 Monthly Report:** The September 2023 Lewis-Gilmer E-911 report is presented for review. (*information only*)

8. **Board(s) and Committee(s) Reports:** Commission will give reports on any Board(s) or committee(s) meeting attended, including: Weston Rotary, Lewis County Chamber of Commerce, National Association of Counties Rural Action Caucus, Lewis County First, WV Agriculture meeting, Lewis County Park Board, etc. *(action required)*

#### **BUSINESS:**

9. **Frontier Equipment Purchase, Installation and Maintenance Schedule:** The contract for the E-911 Center located at 201 Orchard Street and 476 US Highway 19 North Weston is presented for review. *(action required)*
10. **Requisition for Wes Banco for Construction costs for the New E-911 Center:** The Commission will consider approval of a requisition in the amount of \$154,373.83 to be signed for Wes Banco for payment to Dan Hill Construction. *(action required)*
11. **Neels Commercial Fence:** The quote for the Sheriff's Impound Lot fence is presented for review and approval. The estimate cost of \$5,455.54 includes furnishing of materials and labor. This is the only quote received for this project. *(action required)*
12. **Robert C. Byrd Corridor H Highway Authority:** Annually the Authority requests a contribution of \$5,000.00 from each county along Corridor H to support goals and objectives for the year. Historically the Lewis County Economic Development Authority has allocated \$2,500.00 to the project and the Commission has matched the allocation. The Commission will consider allocating \$2,500.00 to the Corridor H Highway Authority. *(action required)*
13. **Time Sheets and Leave Requests:** Barbara Winans Annual Leave, James Gum Sick Leave *(action required)*

#### **ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:**

14. **Actions of the Clerk:** County Clerk Cynthia S. Rowan presents actions of the clerk in recess of the county commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
15. **Approval of Estates:** County Clerk Cynthia S. Rowan presents the estates ready for settlement to the Lewis County Commission for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
16. **Presentation by the County Clerk of the Orders of Prior Meeting(s):** The Lewis County Clerk presents the Orders (minutes) of previous Lewis County Commission meeting(s) for approval. Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*
17. **Expenses for the Current Period Presented for Consideration of Payment:** Draft copies will be available for review upon request two business days prior to the meeting date. *(action required)*

#### **ADJOURNMENT:**

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

## LEWIS COUNTY COMMISSION MEETING MANAGEMENT

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given up to a ten (10) minute time allowance.
- Agenda items may require an executive session.
- Open discussion by Commission unless executive session is motioned per WV Code §6-9A-4.
- Input or recommendation from constitutional officers, staff or public that is not listed by name on the agenda will only be allowed if requested by the commission or required by statute.
- Those not scheduled on the agenda may sign up for public comment at a minimum fifteen (15) minutes prior to the start of the meeting. Public comment is limited to five (5) minutes per speaker.
- Motion required for consideration of vote.
- All votes unanimous unless otherwise stated.
- Roberts Rules of Order is utilized as a guide only. The Commission controls meeting management, discussion and input.
- Commissioners may participate and vote via conference call if two (2) commissioners are in attendance.

### **Additional Notices**

11:30 AM

Brownsfield Meeting

October 24, 2023

IN THE COUNTY COMMISSION OF LEWIS COUNTY, WV

The Lewis County Commissioners hereby order the following applications taken by the Lewis County Assessor, John L. Breen, approved by the Prosecuting Attorney be approved:

Erroneous Assessments:

JONES, JASON M OR SHAMAE C WIAN (JONES), P/P, 2023 EXON # 3324

CANTU, LINDA, P/P, 2022, EXON# 3322

CANTU, LINDA, P/P, 2023, EXON# 3323

COMMISSION MEETING 10/24/2023

Approved this the     day of             , 2023.

\_\_\_\_\_  
President, Lewis County Commission

Date: October 18, 2023

John L. Breen ASSESSOR OF LEWIS COUNTY

Exoneration #: 3324

**EXONERATION ORDER**

Property Type: Personal

State of West Virginia, County of LEWIS

At a regular meeting of the County Commission of LEWIS County, West Virginia held at the courthouse of said county, Commissioners: Agnes Queen, Roderick Wyman, and Bobby Stewart, on the 24 day of October issued the following order, which was made and entered, to-wit:

Upon application of JONES JASON M OR SHAMAE C WIANT (JONES), whose address is 160 COTTAGE AVE WESTON, WV 26452, and whose phone number is , who proved to the satisfaction of the Commission that they are aggrieved by an erroneous assessment for 08 NISS ALTI 18 SUBA OUTB05 FORD F-150 22 FORD ESCA in District 07 COURT HOUSE CITY, assessed at 32,431.00 for the tax year 2023.

The commission therefore orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of taxes so assessed for the tax year 2023. If said taxes have been paid, the Sheriff shall refund the same to them.

The Commission certifies the following facts upon which it grants said relief:

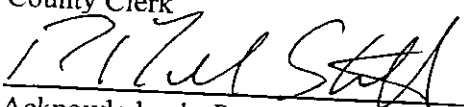
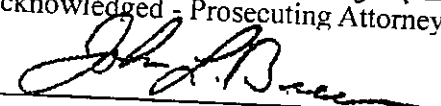
05 FORD F-150 SHOULD NOT HAVE BEEN LISTED TRADED FOR TUNDRA BUT DID NOT HAVE LONG ENOUGH FOR A TAX TICKET CREATED ON TUNDRA

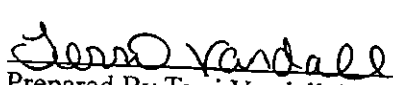
District: 07 COURT HOUSE CITY  
Account #:  
Tax Ticket #: 304890  
Map/Parcel:  
Tax Year: 2023  
Class: Unchanged  
Orig. Half Year Tax: 368.22  
New Half Year Tax: \$340.12

**Amount Exonerated**

Face Tax: 28.10  
Interest: 0.00  
Penalty: 0.00  
**Total Exonerated: 28.10**  
Personal Property: 32,431.00 to 29,956.00  
  
Homestead: 0.00 to 0.00  
**Total Value Change: 32,431.00 to 29,956.00**

\$54.30

County Clerk  
  
Acknowledged - Prosecuting Attorney  
  
Assessor

Processed by Tax Office  
  
Approval-President of County Commission  
  
Prepared By Terri Vandall, Deputy Assessor

Taxpayer

Order Entered to State Auditor

Date: October 12, 2023

Exoneration #: 3322

John L. Breen ASSESSOR OF LEWIS COUNTY

**EXONERATION ORDER**

Property Type: Personal

State of West Virginia, County of LEWIS

At a regular meeting of the County Commission of LEWIS County, West Virginia held at the courthouse of said county, Commissioners: Agnes Queen, Roderick Wyman, and Bobby Stewart, on the 24 day of October issued the following order, which was made and entered, to-wit:

Upon application of CANTU LINDA, whose address is 7 PARK PL APT 1 WESTON, WV 26452, and whose phone number is , who proved to the satisfaction of the Commission that they are aggrieved by an erroneous assessment for 01 DODGE, 06 FORD, 2020 FORD in District 09 HACKERS CREEK CITY, assessed at 12,776.00 for the tax year 2022.

The commission therefore orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of taxes so assessed for the tax year 2022. If said taxes have been paid, the Sheriff shall refund the same to them.

The Commission certifies the following facts upon which it grants said relief:

ASSESSED IN WRONG TAX DISTRICT, EXONERATING RATE DIFFERENCE.

**District:** 09 HACKERS CREEK CITY

**Account #:** 01959841

**Tax Ticket #:** 305350

**Map/Parcel:**

**Tax Year:** 2022

**Class:** From 4 to 3

**Orig. Half Year Tax:** ~~72.53~~ 145.06

**New Half Year Tax:** ~~145.06~~ 113.11

**Amount Exonerated**

Face Tax: ~~0.00~~ 31.95 \$63.90

Interest: 0.00

Penalty: 0.00 31.95

**Total Exonerated:** 0.00

Personal Property: 12,776.00 to 12,776.00

Homestead: 0.00 to 0.00

**Total Value Change:** 12,776.00 to 12,776.00

County Clerk

Acknowledged - Prosecuting Attorney

Assessor

Processed by Tax Office

Approval-President of County Commission

Prepared By Timothy Riffle, Assessor

Taxpayer

Order Entered to State Auditor

Date: October 12, 2023

Exoneration #: 3323

John L. Breen ASSESSOR OF LEWIS COUNTY

**EXONERATION ORDER**

Property Type: Personal

State of West Virginia, County of LEWIS

At a regular meeting of the County Commission of LEWIS County, West Virginia held at the courthouse of said county, Commissioners: Agnes Queen, Roderick Wyman, and Bobby Stewart, on the 24 day of October issued the following order, which was made and entered, to-wit:

Upon application of CANTU LINDA, whose address is 7 PARK PL APT 1 WESTON, WV 26452, and whose phone number is , who proved to the satisfaction of the Commission that they are aggrieved by an erroneous assessment for 21 DODGE, 06 FORD, 20 FORD, 11 FORD in District 09 HACKERS CREEK CITY, assessed at 16,345.00 for the tax year 2023.

The commission therefore orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of taxes so assessed for the tax year 2023. If said taxes have been paid, the Sheriff shall refund the same to them.

The Commission certifies the following facts upon which it grants said relief:

ASSESSED IN WRONG TAX DISTRIC, EXONERATING RATE DIFFERENCE.

**District:** 09 HACKERS CREEK CITY

**Account #:** 01959841

**Tax Ticket #:** 305536

**Map/Parcel:**

**Tax Year:** 2023

**Class:** From 4 to 3

**Orig. Half Year Tax:** ~~92.79~~ 185.58

**New Half Year Tax:** \$185.58 ~~144.71~~

**Amount Exonerated**

Face Tax: ~~0.00~~ 40.87 \$ 81.74

Interest: 0.00

Penalty: 0.00

**Total Exonerated:** ~~0.00~~ 40.87

Personal Property: 16,345.00 to 16,345.00

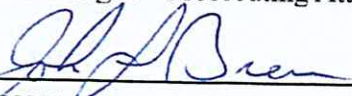
Homestead: 0.00 to 0.00

**Total Value Change:** 16,345.00 to 16,345.00

County Clerk



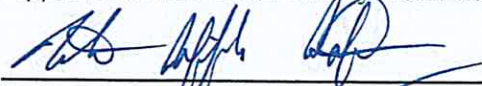
Acknowledged - Prosecuting Attorney



Assessor

Processed by Tax Office

Approval-President of County Commission



Prepared By Timothy Riffle, Assessor

Taxpayer

Order Entered to State Auditor

# Upshur County Commission Meeting Agenda

Agenda packets are available electronically at [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php) or by request to the Upshur County Commission Office at 304-472-0535.

- Location: Upshur County Courthouse Annex  
If you prefer to participate by telephone, please dial 1-408-650-3123 Access Code: [272 564 045](#) to enter the conference call.
- Date of Meeting: October 19, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• October 5, 2023
- 9:15 a.m. Becky McDaniels, Upshur County Schools Counselor, Presentation of Red Ribbon Week Proclamation – October 23rd through 27th, 2023. [Page 4](#)
- 9:30 a.m. Addie Helmick on behalf of Centers Against Violence – Presentation of Domestic Violence Awareness Month Proclamation – October 2023. [Page 5](#)
- 10:00 a.m. Alan Tucker on behalf of the Buckhannon Band of Brothers - 2024 Calendar Campaign Kickoff.
- 1:00 p.m. Department Supervisor Meeting
- 2:00 p.m. Policy Board Meeting

## Items for Discussion / Action / Approval:

1. Consider the request by Nelson G. Russell to appoint the Sheriff of Upshur County as Administrator for the Estate of George E. Luther, Jr.\*
2. Review and signature of a request for funds as outlined in correspondence from the West Virginia Department of Health and Human Resources – Bureau for Public Health – Office of Emergency Medical Services for a combined award amount of \$318,181.81 for the Salary Enhancement and Crisis Response Grant 2023. \* [Pages 6-8](#)
3. Review and signature of a Memorandum of Understanding (MOU) by and between the Supreme Court of Appeals of West Virginia and the Upshur County Commission to provide the framework for transfer of certain assets from the Court to the Commission. This MOU acknowledges Upshur County’s commitment to the Criminal and Civil Prohibiting Records Improvement Project, which is a statewide plan detailed within the MOU. \* [Pages 9-12](#)
4. Approval and signature of a contract by and between the County Commission, the Upshur County Board of Education and Micrologic, based upon their lowest bid, to complete a camera upgrade and expansion project funded by the FY22 Community Oriented Policing Services (COPS) Grant. The contract sum under this Agreement is \$178,994. A separate scope of work will be prepared to utilize remaining grant funds to purchase additional cameras to upgrade antiquated models and eliminate blind spots within the nine school sites. \* [Pages 13-20](#)
5. Review and signature of a Water System Improvement Project - Request for Payment #4 for the Mt. Hope Water System Improvement Project in the amount of \$552.09. \* [Pages 21-30](#)
6. Revision of the 2023 Courthouse Closure Schedule to reflect early closure on December 21, 2023 at 12:00 p.m. rather than on December 15, 2023. \* [Page 31](#)



7. Consider reappointment of Paul A. Spencer to the Adrian Public Service District Board of Directors. Upon approval, the term will be effective November 1, 2023 through October 31, 2029. \*  
[Under separate cover](#)
  
8. Approval of Upshur County Department of Homeland Security and Emergency Management volunteers:
  - a) Wifold Syski\*
  - b) Evelyn Syski\*
  - c) Edward Brandt\*
  - d) Jewel Fisher\*  
[Under separate cover](#)
  
9. Correspondence from Sheriff J. Michael Coffman, requesting the full-time employment of Kayli G. Curry, as Tax Deputy, effective October 22, 2023. \*  
*Item may lead to Executive Session per WV Code §6-9A-4 A*      [Under separate cover](#)
  
10. Correspondence from Sheriff J. Michael Coffman, requesting the employment of John R. Davis, as fill-in Court Security Officer, effective October 22, 2023. \*  
*Item may lead to Executive Session per WV Code §6-9A-4*      [Under separate cover](#)
  
11. Correspondence from Sheriff J. Michael Coffman, requesting the transfer of Robert Wilt from fill-in Court Security Officer to part-time Court Security Officer, effective October 22, 2023. \*  
*Item may lead to Executive Session per WV Code §6-9A-4*      [Under separate cover](#)
  
12. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

**For Your Information:**

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

1. Assessor's Certificate of Compliance from Kent A. Leonhardt, Commissioner of Agriculture, regarding Dustin Zickefoose's completion of the Farm Census of 2023, satisfactorily complying with the requirements of the Farm Statistics Law and being eligible to receive compensation from the County Court according to Chapter 7, Article 7, Section 6C of the New Code of West Virginia. **Page 32**
  
2. Correspondence from the Department of Homeland Security – Division of Corrections & Rehabilitation providing the WV Regional Jail and Correctional Facility monthly invoice for Upshur County for September, 2023. The invoice reflects 1,715 inmate days X \$43.58 per diem rate totaling \$74,739.70. The August 2023 invoice was \$64,019.02. **Page 33**
  
3. Lewis-Upshur Animal Control Facility Reports for the month of September, 2023.
  - Revenue Report **Page 34**
  - Account of Animals Report **Page 35**
  - Animal Control/Humane Officer Animal Report **Page 36**
  
4. Upshur County Building & Floodplain Permits for the month of September, 2023. **Pages 37-38**
  
5. Upshur County E911 Communication Reports – September, 2023. [Under separate cover](#)
  - Monthly Department Summary Report
  - Monthly Wrecker Report
  - YTD Wrecker Report

6. Public Notices:

a) Newsletters and/or Event Notifications:

- None

b) Agendas and/or Notice of Meetings:

- Buckhannon-Upshur Airport Authority                      October 9, 2023                      [Page 39](#)
- Upshur County Farmland Protection                      October 17, 2023                      [Page 40](#)
- City Council of Buckhannon                      October 19, 2023                      [Page 41](#)

c) Meetings:

- Adrian Public Service District
  - Monthly Board Meeting                      September 7, 2023                      [Page 42](#)
- Upshur County Safe Sites and Structures                      September 14, 2023                      [Pages 43-44](#)
- Adrian Public Service District
  - Phase VII Project Meeting                      September 20, 2023                      [Page 45](#)

d) \*Dates and times of monthly board meetings are viewable at:

<http://cms4.revize.com/revize/upshurwv/calendar.php>

or go to [www.upshurcounty.org](http://www.upshurcounty.org) and click on the board meetings calendar box on the main page.

7. Appointments Needed or Upcoming:

- None

*\*\*\*If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or [chughes@upshurcounty.org](mailto:chughes@upshurcounty.org). Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. \*\*\**

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: [http://www.upshurcounty.org/agenda\\_and\\_minutes/index.php](http://www.upshurcounty.org/agenda_and_minutes/index.php)

Tabled Items

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

None

Next Regular Meeting of the Upshur County Commission  
October 26, 2023 --- 9:00 a.m.  
Upshur County Courthouse Annex

# Jane Lew Public Service District

70 Park Avenue  
Jane Lew, WV 26378

## **Regular Meeting**

**October 12, 2023 4:00 PM**

### **~~ Public Board Meeting Agenda ~~**

- I. Call to Order (Foster)

#### **~~ ROUTINE MONTHLY BUSINESS ~~**

- II. Minutes (9/14/2023)

- III. General Manager's September Reports (Snow-McKisic)

A. WATER:

1. Water Bills
2. Water Treasury Report
3. Water Adjustments Report
4. Water Purchase, Sales & Loss Report
5. Water Preventive Maintenance Report (*Preventing unplanned breakdowns*)
6. Water Repairs Report (*fixing unplanned breakdowns*)
7. Leak Detection Report (*finding and fixing leaks*)
8. Cross Connections/Backflow Report
9. New Taps (non-project)
10. Other

B. WASTEWATER:

1. Wastewater Bills
2. Wastewater Treasury Report
3. Wastewater Adjustments Report
4. Wastewater Treatment Purchase, Sales & Loss Report
5. Wastewater Preventive Maintenance Report (*Preventing unplanned breakdowns*)
6. Wastewater Repairs Report (*fixing unplanned breakdowns*)
7. New Taps (non-project)
8. Other

- IV. PSD Policies and Job Descriptions (Snow-McKisic)

- V. Personnel (Snow-McKisic)

- VI. Announcements (Snow-McKisic)

- VII. Correspondence (Snow-McKisic)

#### **~~ OLD BUSINESS ~~**

- VIII. Request to Sell Sewer Property adjacent to Plant-update (Snow-McKisic)

- IX. RFP Procurement Audit (update)

#### **~~ NEW BUSINESS ~~**

- X. Guest: Ray Smith from the Economic Development Group
- XI. Scoring the CPA firms for the Procurement Audit
- XII. Late-Received Agenda Items (Snow-McKisic)
- XIII. Adjournment

**LEWIS-GILMER E-911 YEARLY TOTALS**

CAD # DATE 2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
<b>LEWIS COUNTY</b>													
15 LEWIS SHERIFF	273	284	434	397	435	413	459	482	427				3604
10 WESTON PD	182	210	241	243	178	231	201	260	218				1964
250 WVSP WESTON	118	132	155	172	189	168	174	143	101				1352
230 LEWIS NRP	16	13	26	46	29	42	53	34	37				296
208 LEWIS EMS	292	243	307	240	275	306	311	316	259				2549
201 WESTON FD	94	84	130	117	96	126	132	124	115				1018
202 JANE LEW FD	16	30	61	35	68	58	68	54	67				457
203 PRICETOWN FD	12	18	22	28	20	23	27	20	24				194
204 WALKERSVILLE FD	15	14	17	15	13	26	19	26	19				164
205 JACKSON MILL FD	22	26	45	19	32	18	25	21	15				223
206 MIDWAY FD	2	2	10	7	1	3	6	8	7				46
ANIMAL CONTROL	37	41	40	38	43	69	58	71	55				452
DOGS PICKED UP	7	5	8	8	10	18	13	34	9				112
OTHERS PICKED UP	12	19	12	1	12	3	10	9	2				80
												Total	12319

<b>GILMER COUNTY</b>													
104 GILMER SHERIFF	37	54	79	61	66	49	42	59	45				492
102 GLENVILLE PD	76	101	76	55	98	143	119	94	80				842
103 GSU PD	4	2	4	6	1	0	1	13	5				36
150 WVSP GLENVILE	38	42	54	57	57	40	60	45	57				450
130 GILMER NRP	0	3	5	11	1	2	5	3	1				31
175 GILMER EMS	118	147	129	90	111	89	113	91	96				984
101 GLENVILLE FD	21	26	29	42	29	20	55	14	29				265
105 NORMANTOWN FD	5	3	4	15	5	1	6	1	5				45
106 SAND FORK FD	16	22	27	30	20	11	41	8	22				197
107 CEDARVILLE FD	2	15	9	12	3	8	16	2	11				78
108 TROY FD	4	15	11	13	3	7	21	4	11				89
ANIMAL CONTROL	0	0	2	0	1	0	2	2	2				9
												Total	3518

Total by Month                    1419   1551   1937   1758   1796   1874   2037   1938   1719   0   0   0

DATE 2023                    JAN   FEB   MAR   APR   MAY   JUN   JUL   AUG   SEPT   OCT   NOV   DEC   TOTALS  
 \*\*\*\*\*

ZACH'S COUNTY	4	2	5	5	4	7	7	6	7	47
ZACH'S OWNER	2	2	0	2	4	2	1	0	2	15
ZACH'S SERVICE	0	0	1	1	1	2	2	1	0	8
ZACH'S TOTAL	6	4	6	8	9	11	10	7	9	70
A & S COUNTY	4	2	5	6	4	8	6	6	8	49
A & S OWNER	1	0	1	1	3	7	3	4	3	23
A & S SERVICE	0	0	1	1	1	1	2	1	1	8
A & S LARGE	1	0	1	0	1	0	0	1	1	5
A & S TOTAL	6	2	8	8	9	16	11	12	13	85
HITT'S COUNTY	4	1	6	5	4	7	7	6	7	47
HITT'S OWNER	3	2	1	1	5	0	0	4	3	19
HITT'S SERVICE	0	0	1	1	1	2	2	1	0	8
HITT'S TOTAL	7	3	8	7	10	9	9	11	10	74
LIPP'S COUNTY	4	2	5	6	4	8	6	7	7	49
LIPP'S OWNER	1	0	1	1	1	0	0	2	2	8
LIPP'S SERVICE	1	0	1	1	1	1	2	1	1	9
LIPP'S LARGE	1	0	2	0	1	0	0	1	1	6
LIPP'S TOTAL	7	2	9	8	7	9	8	11	11	72
TOLANDS COUNTY	4	1	6	5	4	8	6	7	7	48
TOLANDS OWNER	0	2	2	0	0	0	0	3	1	8
TOLANDS SERVICE	0	1	1	1	2	2	2	1	0	10
TOLANDS TOTAL	4	4	9	6	6	10	8	11	8	66
VALLEYCHAPEL COUNTY	4	2	6	5	4	8	6	7	7	49
VALLEY CHAPEL OWNER	1	2	1	0	5	1	2	1	1	14
VALLEY CHAPEL SERVICE	0	1	1	1	2	1	2	1	1	10
VALLEY CHAPEL LARGE	1	0	1	0	1	0	0	1	1	3
VALLEY CHAPEL TOTAL	6	5	9	6	12	10	10	10	10	78
GILMER COUNTY										
GLEN- AUTO COUNTY	6	3	1	4	2	3	5	3	2	29
GLEN- AUTO OWNERS	3	2	1	2	5	2	2	1	6	24
GLEN- AUTO SERVICE	0	0	1	1	0	0	0	0	0	2
GLEN- AUTO TOTALS	9	5	3	7	7	5	7	4	8	55
A and S COUNTY	5	3	1	5	2	2	6	2	3	29
A and S OWNERS	0	0	0	0	1	1	0	0	3	5
A and S SERVICE	0	1	1	1	0	0	0	1	0	4
A and S LARGE	1	0	0	0	0	0	1	0	4	6
A and S TOTAL	6	4	2	6	3	3	7	3	10	44





# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

This is Schedule Number 004 to the Frontier Services Agreement dated June 05, 2017 ("FSA") by and between Lewis County Commission ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Customer Information:**

Installation Site:	476 US Highway 19N, Weston, WV 26452	Schedule Date:	October 11, 2023
Billing Address:	201 Orchard Street, Weston, WV 26452	Requested Install Date:	select , 20
Single Point of Contact ("SPOC"):	Director James Gum	Phone:	304-269-8241
Schedule Type/Purpose:	Order for new Services		

Customer Premise Equipment Purchase and Installation Services :	Payment
Equipment and associated products specifically identified in Attachment 1 ("Equipment")	\$ 352,973.23
Installation & Training Services as specified in Attachment 2: Scope of Work ("SOW") (including adjustments from Section 6 of Attachment 2, if applicable) ("Services")	\$ 28,114.29
<b>Total Payment:</b>	<b>\$ 381,087.51</b>
<b>Payment Schedule:</b>	As described below
Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.	
<b>* Payment Plan – for Equipment &amp; Services with the following Total Payment:</b>	
(a) < \$25,000: Equipment payment 100% on delivery; Services 100% on Frontier provision of COC (described below),	
(b) >= \$25,000: Equipment payment 25% on mutual execution of this Schedule, remainder on shipment of Equipment; Services 100% per COC or COA (described below).	
Payment Plan is subject to the credit check referenced in Section 1 below.	
Additional Payment Notes:	

Customer Premise Maintenance Services: as further described in Attachment 3	Payment Amount monthly, annually or pre-paid based on selected Payment Schedule
One-year Frontier Warranty	Included
911 Plan for the Equipment purchased pursuant to this Schedule.	\$ 66,214.97
Software Assurance	\$
Monitoring & Notification	\$
On-Site Technician – full time	\$
On-Site Technician – part time ( hours/ )	\$
Voice Mail Systems	\$
Overhead Paging Systems	\$
Call Center Systems	\$
<b>Payment Notes:</b>	<b>Maintenance Service Total:</b> \$ 66,214.97
	<b>Payment Schedule:</b> pre-paid
	<b>Post Warranty Service Term:</b> 4 years



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

**Lease/Financing Option:** NO  YES  (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)  
Customer has entered into a financing agreement with <insert lender's full legal name> ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

1. This Schedule is subject to Frontier performing a customer credit check at Frontier's discretion. Frontier will perform a credit check promptly after Customer signs this Schedule unless Frontier determines, in Frontier's discretion, that Customer is prequalified. Frontier will provide confirmation of a credit check to Customer promptly after the credit check. If the credit check is not sufficient as determined by Frontier, Frontier will notify Customer. Customer will be required to agree to an alternative payment method acceptable to Frontier (for example, pre-payment of all or a portion of the NRC) otherwise Frontier is not obligated to provide the services and / or equipment under this Schedule and Frontier shall have no other obligation or liability with respect to this schedule.
2. **Equipment Delivery and Billing.** With respect to Equipment that is not a Drop-Ship Order (described below), Frontier will, at a Frontier facility or other location (not the Customer's address), receive, inventory, and / or preprogram or stage such Equipment as required prior to delivery to Customer. Once these tasks are completed, Frontier will deliver such Equipment to the Customer at the Installation Site. Upon such delivery, risk of loss for such Equipment so delivered shall pass to Customer and Customer has the insurable interest in such Equipment. Customer will be responsible for securely storing such Equipment, and providing such Equipment to Frontier's representatives (typically, installation technicians) at the time of installation. If the Equipment alone has a price less than twenty-five thousand dollars (\$25,000), then Customer shall be deemed to have accepted such Equipment upon delivery ("Acceptance") and Frontier billing will commence at this time for such Equipment. If the Equipment alone has a price equal to or greater than twenty-five thousand dollars (\$25,000) or more, then Frontier will provide to Customer at Equipment delivery a Certificate of Acceptance ("COA") for such Equipment, that Customer shall return to Frontier within five (5) business days of delivery. If the COA for Equipment is not received by Frontier within such time and Customer has not notified Frontier in writing of a material problem related to such Equipment, then Customer shall be deemed to have accepted ("Acceptance") the Equipment and billing will commence.
3. **Services and Billing.** With respect to Services, Frontier will notify Customer upon Frontier's completion of the Services. If the Total Payment amount is less than \$25,000, then Frontier shall provide to Customer a Certificate of Completion ("COC") for Services (that the Customer is not required to complete and return to Frontier) and billing for such installation and/or training services shall commence. If the Total Payment amount is equal to or greater than \$25,000, then Frontier shall provide to Customer a Certificate of Acceptance ("COA") for Services that Customer shall complete and return to Frontier within five (5) business days and billing shall commence. If the COA for Services is not returned within such period, and Customer has not notified Frontier in writing of a material problem related to the Services, then Customer shall be deemed to have accepted such Services ("Acceptance") and billing shall commence. If there are minor pending items, the COA for Services will be signed by Customer with a list of exceptions (punch list), and Frontier will address the punch list items in a timely manner following the Acceptance.
4. **Drop-Ship Orders.** Drop-Ship orders are separately addressed using Frontier's customary "Equipment Purchase Drop-Ship Schedule."
5. **Manufacturer Requirements.** Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions.**
6. **Title.** Frontier retains legal title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
7. **Warranty.**
  - a. **Equipment.** All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.
  - b. **Services.** Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.
  - c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
8. **Insurance.** While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of





FRONTIER

# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

9. **Remedies for Default.** In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

10. **Change Management Process.** Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. Change orders executed after Equipment billing has occurred, will be billed when additional equipment is delivered. Change orders including for additional labor or completion delays caused by the change order will result in billing for the labor provided as per the original FSA. Proposed change orders significantly changing the scope of the project may require a separate FSA and / or schedule at Frontier's discretion. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

**This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties.** This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

<b>Frontier Communications of America, Inc.</b>	<b>Lewis County Commission</b>
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

## Attachment 1

\*Only specifically identified Equipment and Licenses identified in this Attachment are included.

### Motorola VESTA Hardware Refresh, 5 years of Motorola Support and Frontier Maintenance

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b><u>VESTA® 9-1-1</u></b>			
2	V911 R8.0 LIC/DOC/MED UPG		
2	V911 CAD INTF LIC UPGD		
1	VM Medium Server Bundle		
<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>			
1	V-DL MED SVR BNDL SNGL	\$43,814.86	\$43,814.86
1	VIRTUAL MEDIA SET 017B		
2	V-SVR BASIC SPT 5YR	\$680.00	\$1,360.00
<b><u>VESTA® 9-1-1 Basic Operations</u></b>			
2	VS BSC MLTP PER SEAT LIC	\$3,142.86	\$6,285.72
4	VS BSC MLTP SEAT LIC NFEE		
6	SPT VS BSC 5YR	\$6,353.33	\$38,119.98
4	V911 SW SPT TRNSFR		
<b><u>VESTA® 9-1-1 IRR Module</u></b>			
2	V911 IRR LIC/MED	\$1,563.57	\$3,127.14
4	V911 IRR LIC UPGD		
6	V911 IRR SW SPT 5YR	\$985.47	\$5,912.82
4	V911 SW SPT TRNSFR		
<b><u>VESTA® Workstation Equipment</u></b>			
6	DKTP ELITE MINI 800 G6 W/O OS	\$1,642.29	\$9,853.74
6	WINDOWS 10 LTSC LIC 21H2	\$162.29	\$973.74
6	KEYPAD 24-KEY USB CBL 25FT	\$248.00	\$1,488.00
6	KVM DVI 4-PORT SWITCH	\$344.29	\$2,065.74
6	CBL USB 2.0 A/B 5M	\$24.29	\$145.74
6	CBL DP M/M 15FT BLK	\$15.71	\$94.26
6	V911 SAM HDWR KIT	\$2,412.00	\$14,472.00
6	SAM EXT SPKR KIT	\$240.00	\$1,440.00
6	HDST 4W MOD ELEC MIC BLK	\$52.86	\$317.16
6	HDST CORD 12FT 4W MOD BLK	\$4.29	\$25.74
6	V911 IWS CFG	\$285.71	\$1,714.26
6	V911 IWS STG FEE	\$428.57	\$2,571.42
1	CPR/SYSPREP MEDIA IMAGE	\$68.57	\$68.57



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

*Note: Customer to provide Monitors*

	<b><u>VESTA® 9-1-1 Admin Printer</u></b>		
1	PRNTR USB/ETHERNET COLOR	\$496.00	\$496.00
1	CBL USB 2.0 A/B 10FT	\$5.71	\$5.71

### **Network Equipment**

*Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access, RapidSOS, Citizen Input, Smart Transcription and Outbound Text.*

1	FIREWALL 60F	\$850.29	\$850.29
1	WARR FIREWALL 60F 5YR	\$881.14	\$881.14
1	VPN CFG SVCS	\$285.71	\$285.71
2	SWITCH 2960-X+CBL 24-PORT	\$3,769.14	\$7,538.28
2	WARR 2960-X 24P 24X7 5YR	\$4,690.83	\$9,381.66

### **Peripherals & Gateways**

2	MED 1000B CHASSIS BNDL	\$3,872.00	\$7,744.00
1	V911 M1KB FIRMWARE		
2	SW SPT M1000 GATEWAY 5YR	\$2,558.40	\$5,116.80
2	MED 1000 FXO-LS BNDL	\$633.14	\$1,266.28
2	MED 1000 FXS-O BNDL	\$604.57	\$1,209.14
1	MED 1000 1-SPAN BNDL	\$4,899.43	\$4,899.43
1	SW SPT M1000 T1 MOD 5YR	\$2,357.44	\$2,357.44

### **ALI/CAD Output**

1	8-PORT RS-232 DATACAST 1U 110/220VAC	\$2,760.00	\$2,760.00
8	CBL NULL MODEM DB25M/M 6FT	\$32.00	\$256.00
1	RS-232 2-PORT SHARING 1U 110/220VAC	\$2,005.71	\$2,005.71
1	CBL SRL DB25M/DB9F 10FT	\$14.29	\$14.29

### **Cabinet & Peripheral Equipment**

1	CABINET 42U 19IN	\$4,714.29	\$4,714.29
1	MNTR RACK KYBD KVM 19IN	\$2,770.29	\$2,770.29
1	FAN KIT BLK	\$298.57	\$298.57
1	CABINET ROOF FAN HOLE	\$235.71	\$235.71
1	SEISMIC BRACING KIT	\$37.14	\$37.14
2	NON-SRG PDU 20 AMP	\$292.86	\$585.72
1	SVR CAB CFG FEE	\$1,571.43	\$1,571.43



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

<b><u>Time Synchronization Equipment</u></b>			
1	SECURESYNC 2400 MASTER CLOCK	\$20,594.29	\$20,594.29
2	DIGI DSPLY CLOCK AND PWR	\$2,025.14	\$4,050.28
1	GPS/GNSS OUTDOOR ANTENNA	\$598.86	\$598.86
1	GPS ANTENNA POST MT KIT	\$229.71	\$229.71
1	GPS PVC POST MNT	\$174.86	\$174.86
1	GPS ANTENNA SURG PROTECTR	\$401.43	\$401.43
1	GND KIT FOR 8226	\$561.43	\$561.43
1	GPS CBL CONN	\$74.29	\$74.29
1	CBL GPS ANTENNA 50FT	\$361.43	\$361.43
1	CBL GPS ANTENNA 100FT	\$974.86	\$974.86
<b><u>Command Post VESTA® 9-1-1 Basic Operations</u></b>			
1	VS BSC MLTP SEAT LIC NFREE		
1	SPT VS BSC 5YR	\$6,353.33	\$6,353.33
1	V911 SW SPT TRNSFR		
<b><u>VESTA® 9-1-1 IRR Module</u></b>			
1	V911 IRR LIC UPGD		
1	V911 IRR SW SPT 5YR	\$985.47	\$985.47
1	V911 SW SPT TRNSFR		
<b><u>CommandPOST Hardware</u></b>			
1	HP LAPTOP W/O OS & WARR 5YR	\$3,484.29	\$3,484.29
1	WINDOWS 10 LTSC LIC 21H2	\$162.29	\$162.29
1	DOCK STATION THUNDERBOLT KIT	\$722.86	\$722.86
1	KYBD/MOUSE BNDL	\$88.00	\$88.00
1	CBL PATCH BLUE SNAGLESS 50FT	\$19.43	\$19.43
1	KEYPAD 24-KEY USB CBL 25FT	\$248.00	\$248.00
1	CPOST SAM HDWR KIT	\$3,445.71	\$3,445.71
1	SAM EXT SPKR KIT	\$240.00	\$240.00
1	V911 IWS CFG	\$285.71	\$285.71
1	V911 IWS STG FEE	\$428.57	\$428.57
1	CPR/SYSPREP MEDIA IMAGE	\$68.57	\$68.57
<b><u>VESTA® Analytics Licensing &amp; Support</u></b>			
1	V-ANLYT LITE LIC SEAT NO FEE		
1	SPT V-ANLYT LITE 5YR	\$635.16	\$635.16
<b><u>VESTA® Analytics Lite - Multi Product Purchase</u></b>			
1	V-ANLYT 3.6 LITE MED UPGD		
1	V-ANALYT LT LIC UPGD		
1	V-ANLYT LT USR LIC UPGD		
2	V-ANLYT LT PER SEAT LIC	\$864.29	\$1,728.58
4	V-ANLYT LITE LIC SEAT NO FEE		
6	SPT V-ANLYT LITE 5YR	\$635.16	\$3,810.96



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

<b><u>VESTA® Analytics Lite Server Equipment for Virtualized Server Bundle</u></b>			
1	V-ANLYT LITE ADD-ON BNDL	\$2,243.43	\$2,243.43
<b><u>Monitoring, PM &amp; AV Service: Servers</u></b>			
2	M&R SVR AGENT LICENSE	\$702.86	\$1,405.72
2	M&R PM AV SVR SRVC 5YR	\$9,189.71	\$18,379.42
<b><u>Monitoring, PM &amp; AV Service: Workstations</u></b>			
<i>Note: Includes (6) Workstations, (1) Management Console, (1) Laptop (In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.).</i>			
8	M&R WKST AGENT LICENSE	\$205.71	\$1,645.68
8	M&R PM AV WKST SRVC 5YR	\$3,790.29	\$30,322.32
<b><u>Monitoring, PM &amp; AV Service: IP Devices</u></b>			
<i>Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) Gateways.</i>			
9	M&R NETWORK/IP LICENSE	\$112.86	\$1,015.74
9	M&R IP DEVICE SRVC 5YR	\$2,432.67	\$21,894.03
<b><u>Server Extended Warranty</u></b>			
<i>Note: Includes (2) VESTA 9-1-1 Servers.</i>			
2	WARR 24X7 DL380G10 5YR	\$9,514.71	\$19,029.42
<i>Note: Upgrade &amp; uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.</i>			
1	Workstation Extended Warranty		
<i>Note: Includes (6) Workstations, (1) Management Console.</i>			
7	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR	\$196.16	\$1,373.12
<i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>			
1	Warranty uplift for laptop is bundled with the laptop (see VESTA CommandPOST section above).		



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

	<b><u>Field Engineering Services</u></b>		
112	FIELD ENG-EXPRESS	\$104.29	\$11,680.48
1	<b><u>COORDINATION SERVICES</u></b>	\$1,131.34	\$1,131.34
	<b><u>Training</u></b>		
1	E-LEARN V-ANLYT LITE TRNG	\$421.43	\$421.43
	<i>Note: E-Learning for VESTA Analytics Lite is a computer-based training course. The course is for up to a maximum of 5 students. E-Learning course is available for each student for 365 days.</i>		
4	Installation Materials	\$142.86	\$571.43

<b>Material Summary</b>	<b>\$352,973.85</b>
<b>Labor, Misc., Warranty, Freight</b>	<b>\$94,328.64</b>

**Project Total Investment** **\$447,302.49**



# Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

## Attachment 2 Scope of Work Installation Services

### 1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. **This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule.** Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. Hours. All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. Installation. Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. Wiring. Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. Standards. All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).

e. Installation Site. Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

\*\*\*\* LIST ALL CUSTOMER REQUIREMENTS HERE OR REFERENCE AND ATTACH A SEPARATE DOCUMENT \*\*\*\*

f. Scheduling. Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. Cut-Over. Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. Removal of Existing Equipment and Infrastructure. Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. Out-of-Scope Services. For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

### 3. Frontier Responsibilities.

a. Scope. Frontier will perform the following installation Services:

\*\*\* SUMMARIZED INSTALLATION SPECIFICS PROVIDED BY FRONTIER IN A SEPARATE STATEMENT OF WORK \*\*\*

b. Performance of Work. Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. Miscellaneous. Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.

- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3<sup>rd</sup> party vendors, as necessary, to allow the installation project to proceed as scheduled.
  - All manufacturer recommended environmental, HVAC, power and grounding requirements.
  - All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
    - Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.
    - Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.
      - All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
      - Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
      - Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
      - Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
        - Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
        - Provide a minimum of two (2) static IP addresses for each installed system.
        - Provide a working wire line telephone in or near the room of installed Equipment.
        - Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
        - Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

**5. Training.**

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

**6. Exceptions and Additional Scope Elements. Notwithstanding**

anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of its SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customer's assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

Frontier will perform the following non-standard tasks:	Additional NRC
	\$
	\$
	\$
	\$
Customer assumes responsibility for (and Frontier will <u>NOT</u> perform) the following standard tasks:	Reduced NRC
	\$
	\$
	\$
	\$



**Attachment 3  
Maintenance Services**

SERVICE DESCRIPTION	BASIC PLAN	ENHANCED PLAN	PREMIUM PLAN	PREMIUM PLUS PLAN	ANYWARE PLAN	911 PLAN	MONITORING & NOTIFICATION	FULL OR PART TIME ON SITE TECHNICIAN
Maintenance Hours	8 x 5 (M - F excluding Holiday)	8 x 5 (M - F excluding Holiday)	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365		Negotiated
Moves, Adds, Changes	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Yes
Equipment Repair and Return	PBX & Key Systems	PBX & Key System & all station equipment	PBX & Key System	PBX & Key System & all station equipment	All station equipment	All Purchased Equipment		PBX & Key Systems & all station equipment
Alarm Monitoring & Notification	PBX Only	PBX Only	PBX Only	PBX Only	None	None	PBX Only	PBX Only
Preventive Maintenance	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	None	None	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site
Software Assurance	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	None	Available for an Additional Charge		Available for an Additional Charge
Customer Portal	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	None	None	Yes (Monitored Device Only)	Yes (Monitored Device Only)
Response Time	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours	Major – 2 hours		
	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day		

**Service Limitations and Conditions:**

- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on site
- "Response" means remote restoral efforts or technician dispatch
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer's request will be charged at current time and materials rates.

1. Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.

2. During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and

Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.

3. Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time, identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.

a. A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperable, or Customer is experiencing a complete loss of call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and

will complete the necessary repairs to the Equipment as soon as reasonably practicable.

b. All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.

c. Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.

4. If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.
5. Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Installation Site to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.
6. Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.
7. Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.
8. If Maintenance Services are subject to an annual payment schedule, the initial annual payment will be included in the initial invoice and Frontier will invoice each subsequent annual payment approximately thirty (30) days prior to the anniversary of the date of Acceptance.

# NEEL'S

FENCE COMMERCIAL

## Sheriff's Impound Lot

ESTIMATE

August 24, 2023

Lewis County Commission  
Rstout.lc@gmail.com  
304-517-0929  
479 US Hwy 19N Weston, WV 26452

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Install 1-16'W by 6'H+1' Cantilever Slide Gate This Gate will be 6' High and have 3-Strands of Barb Wire on Top		
	Price Includes All Post will be concreted in the ground approx. 3' Deep. All Fittings and Hardware are included		
	Pull Latch post and line the old fence up with the new gate.		
		TOTAL:	\$5,455.54

ESTIMATE  
INCLUDES: Furnishing of materials and labor.  
Does NOT Include Prevailing Wages

ALL ESTIMATES ARE VALID FOR 15 DAYS FROM SUBMISSION DATE. AFTER 15 DAYS THE TOTAL PRICE MAY NEED TO BE ADJUSTED. DUE TO MATERIAL AVAILABILITY, INVENTORY OR FLUCTUATIONS WITHIN THE MARKET.

OWNER/REPRESINITIVE AGREES: 1. OBTAIN ANY BUILDING PERMITS IF APPLICABLE. 2. MUST CONTACT ANY UTILITIES NOT COVERED BY MISS UTILITIES OF W.V. 3. NEEL'S FENCE COMPANY COMMERCIAL INC. WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES TO OF ANY NATURE TO UNDERGROUND OBSTRUCTIONS.

Office Number: +304 842 1980 Cell Number: +304 767 2061 Email: [NeelsFenceComm@gmail.com](mailto:NeelsFenceComm@gmail.com)

Address: P.O. Box 754 Jane Lew, WV26378 License # WV051392



**ROBERT C. BYRD CORRIDOR H HIGHWAY AUTHORITY**

October 16, 2023

Lewis County Commission  
110 Center Avenue, 2<sup>nd</sup> Floor  
Weston, West Virginia 26452

Re: FY 2024 Funding Request

Dear Commissioners:

On behalf of the Robert C. Byrd Corridor H Highway Authority, I would like to thank you for graciously allocating Five Thousand Dollars (\$5,000.00) to us for FY 2023! Your contribution helped continue a tremendous growth streak for Corridor H. I would respectfully request that you consider contributing to us again this fiscal year.

Through the generous support of the counties along the Corridor H route, the Authority has continued doing the important work we are charged by code to do. The past two years have created federal funding momentum and construction progress that we continue to build from. Some of the accomplishments include:

- February 2021 – Major paving contract awarded on the Kerens to Parsons section.
- August 2021 – Anticipated awarding of the contract for the final segment in the Kerens to Parsons section.
- February 2022 – Governor Awarded the Cheat Bridge contract for \$147,000,000 on the Kerens to Parsons Section
- February 2022 – Governor announces his goal to have Parsons to Davis section and Wardensville to the State Line sections under construction by the time his second term ends in January 2025.
- June 2023 – Governor Justice holds Groundbreaking Ceremony for the final section of Kerens to Parsons.

While significant progress has been made in the recent past, the Authority has a lot of important work ahead of us. There is an organized push to change the Parsons to Davis alignment of Corridor H that would cause significant delays of a decade or more. We must push the Federal Highway Administration and West Virginia Division of Highways to stick with the preferred alignment to capitalize on funding in place to complete the Parsons to Davis Section.

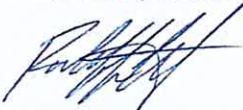
In addition, while the Wardensville to the State Line section remains on track to be under construction in 2024, we must remain vigilant until it is under construction. Having Wardensville to the State Line completed not only makes that area safer, but it also applies pressure on Virginia to begin work on their section of Corridor H.

Finally, the Corridor H Authority has been working with the Region VII Planning & Development Council on a grant they were awarded by US Economic Development Administration and the Appalachian Regional Commission to complete a site analysis for the counties along Corridor H. The goal of this study is to identify potential sites for residential, commercial, and industrial development in and around the path of Corridor H. The analysis will provide information for infrastructure needs, site readiness status, and more information for counties to utilize for their development planning. This site analysis will be completed by the end of 2023 and will be distributed upon completion. As we begin to transition from advocating solely for completion of the highway to development along the highway, we feel this is an important first step in the right direction.

The Corridor H Authority has been very successful over the past several years working with both the private and public sector to support the completion of Corridor H. However, without proper funding, these efforts are much more difficult. We are respectfully requesting a contribution of \$5,000 from each county along Corridor H to support our goals and objectives during FY 2024. We appreciate all the support Lewis County has given the Corridor H Authority over the years. We know you share our desire to see this important piece of economic development infrastructure completed as quickly as possible. In order to achieve this goal, it will take a team effort from everyone. I trust we can count on your support of the Corridor H Authority.

If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully Submitted,



Robert L. Morris, Jr.  
Chairman



Lewis County Commission  
Commission Employee Vacation/Sick Leave Request Form

I, Barbara Winans, hereby request the following day(s) off:

List day and date (Ex: Monday, May 2, 2005) for each day off. Please indicate if leave involves any Courthouse holidays.

Wednesday, Oct. 25, 2023

(They changed my Dr's Appt.)

Do not want to Take Tues, Oct 24, 2023

Time off is to be taken from (circle one): Annual Leave Sick Leave Comp Time

Barbara E. Winans 10/17/23  
Employee Signature Date

Judy E. Gowan 10-18-2023  
Supervisor Signature Date

\_\_\_\_\_  
Commission Approval Date

# LEWIS COUNTY COMMISSION Commission Employee Vacation/Sick Leave Request Form

I, James Gunn, hereby request the following day(s) off:

List day and date(Ex.: Monday, May 2, 2005) for each day off. Please indicate if leave involves any Courthouse holidays.

Oct- 25 Shoulder surgery

Oct. 24

Oct 27

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Time off is to be taken from(circle one): Annual Leave Sick Leave Comp time

James Gunn  
Employee Signature

\_\_\_\_\_  
Supervisor Date

\_\_\_\_\_  
Commission Approval Date