

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
AMENDED MEETING AGENDA
TUESDAY, July 18, 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** **No Appointments Scheduled**

CORRESPONDENCE & INFORMATION:

- 4. Upshur County Commission Meeting Agenda:** The July 13, 2023 Upshur County Commission agenda is presented for review. (*information only*)
- 5. West Virginia American Water Public Notice:** Public notice of change in rates with proposed effective dates is presented for review. The rate of increase depends on location. (*information only*)
- 6. Lewis County Sheriff June 2023 Mileage Report:** The June 2023 Mileage Report is presented for review. (*information only*)
- 7. Sheriff's Monthly Financial Statement:** Lewis County Sheriff, David Gosa presents the amended June 2023, and amended May 2023 Sheriff's Monthly Financial Statement for review. (*information only*)
- 8. State of West Virginia Division of Corrections & Rehabilitation:** The monthly Regional Jail invoice for June 2023 in the amount of \$47,381.50 is presented for review. The invoice amount for the previous month was \$59,009.75. The invoice amount for June 2022 was \$52,206.50. (*information only*)
- 9. Lewis Gilmer E-911 Monthly Report:** The June 2023 call report is presented for review. (*information only*)

10. **Jane Lew Public Service District:** The Agenda and Minutes of the Meeting held June 8, 2023 are presented for review. *(information only)*
11. **WV Public Service District E911 Wireless Fee Distribution:** Lewis County has received \$181,953.93 in E911 Wireless Fees for the months of April, May, and June 2023. The amount received for the first quarter of 2022 was \$172,266.77.
12. **Board(s) and Committee(s) Reports:** Commission will give reports on any Board(s) or committee(s) meeting attended including: National Association of Counties, Fire Board, Hub Cap, Region VII Membership meeting, Lewis Upshur Gateway Community, Fire Association meeting, etc. *(information only)*

BUSINESS:

13. **Lewis County Assessor:** John Breen, Lewis County Assessor requests permission to advertise for the position of Data Entry Deputy Assessor. This position will be funded by the Assessor's Valuation Fund. *(action required)*
14. **Region VII Assessment Dues for Fiscal Year 2024:** The renewal fee for fiscal year 2024 is \$19,588.00. The renewal fee for fiscal year 2023 was \$19,588.00. *(action required)*
15. **Louis Bennett War Memorial / Louis Bennett Public Library:** The Commission will discuss the signage at the Library and War Memorial. *(possible action)*
16. **WV Department of Economic Development Community Development Block Grant:** The Lewis County Commission will be asked to approve the adjustment to the budget to include Administration Services for the Phase I Water Extension Project. *(action required)*
17. **Lewis County Economic Development Authority:** Director, Ray Smith presents a request for payment to the WV Development Office for the Phase I Water Extension Project in the amount of \$12,800.00. *(action required)*
18. **Hart Office Supply Copier Contract Renewal:** The Commission will be asked to approve the contract renewal for copiers with Hart Office Supply. The current monthly payment is \$2,353.74 and the new monthly payment will be \$2,215.00. This pricing will be honored through the month of July 2023. *(action required)*
19. **WV State Auditor's Office Creation of Two New Funds:** In accordance with the passage of SB522 the State Auditor's Office has created two new funds in the uniform chart of accounts. Fund 61, County Clerk election Administration and Fund 62, County Clerk Real Property E-Recording Act. Each fund will require a separate bank account. The Commission will be asked to approve the two new bank accounts. *(action required)*
20. **Lewis County E-911 Request to hire:** E-911 Director, James Gum requests advice and consent per WV Code §7-7-7 to hire Nicole Berkovsky, Ryan Carson, and Brianna Mayle for the position of Telecommunicator Trainee at \$12.50 per hour. If approved the employees' first day of work will be August 1, 2023. Director, James Gum, also requests the probationary period for benefits be waived. The E-911 Office has compiled an active list of prospective candidates for this position and requests permission to hire from that list in the case of any immediate resignation. *(action required)*
21. **Requestions for Wes Banco for Construction costs for the New E-911 Center:** The Commission will be asked to approve two requisitions to be signed for Wes Banco for payment to Dan Hill Construction invoices. *(action required)*
22. **Attentive Master Service Agreement/Combined Insurance Contract:** The Preventative Care Management Program is presented for review and consideration. *(action required)*
23. **Time Sheets and Leave Requests:** Barbara Winans Annual Leave *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

- 24. 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)*
- 25. 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)*
- 26. 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)*
- 27. 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:

- 28. 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

- | | | |
|-----------------|----------------------|---|
| 1:00 PM | July 18, 2023 | Work Session – Budget Review and Revision incorporating the Balance of unencumbered funds into the budget for 2024 |
| 2:00 PM | July 18, 2023 | Work Session – Safe Sites and Structures – Review of State Codes |
| 11:00 AM | July 20, 2023 | Special Session – Approve Budget Revisions |

Upshur County Commission Meeting Agenda

Agenda packets are available electronically at http://www.upshurcounty.org/agenda_and_minutes/index.php or by request to the Upshur County Commission Office at 304-472-0535.

- Location: 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: July 13, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• June 29, 2023
- 9:15 a.m. Public Hearing – Road Name Request. Page 4-5
- 9:30 a.m. Discuss status of property located in Meade Tax District owned by the Randall Hughes Ministry, previously owned by the Estate of John Harmon George. *(tabled on 6/29/2023)*
- 10:30 a.m. Hearing to consider Objections to the Last Will and Testament of Ralph Ronsdale Wamsley.

Items for Discussion / Action / Approval:

1. Approval of “Request for Qualifications” from professionally qualified engineering consulting firms to develop a plan to supply and install a dump station at the James W. Curry Park located in French Creek, WV to serve the existing 18 campsites and allow for the construction of a future bathhouse. Proposals must be received by the Commission no later than 4:00 p.m. on Friday, August 18, 2023. All Proposals will be opened, reviewed and evaluated by the Upshur County Commission at 9:30 a.m. on Thursday, August 24, 2023. * Page 6
2. Approval and signature of a Modification of Note between the Upshur County Commission, Buckhannon Upshur Airport Authority and Citizens Bank. The outstanding principal balance as of July 13, 2023 is seventeen thousand fifty-four dollars and eighty-five cents (\$17,054.85). The interest rate is changed from 3.95% to 5.50%, monthly payment is changing from \$1506.00 to \$1463.93 and the maturity date will be extended from July 14, 2023 to July 14, 2024. * Page 7
3. Approval and signature of the Outlay Report and Request for Reimbursement for Construction Programs (Request #1 – FINAL) from the Federal Aviation Administration for the construction of two hangers, on behalf of the Buckhannon Upshur Airport Authority, in the amount of \$150,000. * Page 8-10
4. Approval of Order following the June 29, 2023 Hearing for the Estate of Doris Jean Davis Carr. * Page 11-12
5. Consider request by John Cicalese to appoint the Sheriff of Upshur County as the Administrator for the Estate of Thomas Arthur Cicalese, deceased. *
6. Approval of a resignation of an employee. *
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
7. Approval of an inter-departmental transfer of an employee. *
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
8. Approval of advertisement for a part-time position of Home Incarceration Supervisor. Applications must be received by 4:00 p.m. on Monday, July 24, 2023. * Page 13-16

9. Approval of advertisement for a full-time Deputy Clerk in the Circuit Clerk's Office. Applications must be received by 4:00 p.m. on August 14, 2023. * Page 17
10. Correspondence from J. Michael Coffman, Sheriff, requesting the employment of Robert A. Wilt, as fill-in Court Security Officer, effective July 16, 2023. *
Item may lead to Executive Session per WV Code §6-9A-4 [Under separate cover](#)
11. Correspondence from Kimbra Wachob, Assistant Director of the Upshur County Emergency Communications Center, requesting the employment of Erica Lantz, as Emergency Telecommunicator, effective July 17, 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. 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 June 2023. The invoice reflects 1,391 inmate days X \$48.25 per diem rate totaling \$67,115.75. The May 2023 invoice was \$73,677.75. Page 18
2. Correspondence from Tabatha R. Perry, County Administrator, to Chief Circuit Judge Jacob Reger requesting permission to process payment from the Worthless Check Fund for Magistrate Court Bailiff Services for fiscal year ending June 30, 2023. Bailiff services were provided to the Magistrate Court on one hundred and ninety-two days. Page 19
3. Correspondence from WV Supreme Court of Appeals Court Administrator Joseph Armstrong approving the expenditure in the amount of six thousand seven hundred dollars and zero cents from the Upshur County Worthless Check Fund to cover the cost of bailiff services for the Upshur County Magistrate Court for fiscal year ending 2023. Page 20-21
4. Correspondence from Thomas C. Bloom, President of the Monongalia County Commission, regarding the upcoming meeting to elect a Regional Director to serve as the representative for the West Virginia First Foundation as established pursuant to Senate Bill 674. The meeting and election for a Region 4 Director will be held on July 13, 2023. Commission President Kristie Tenney will be attending on the Upshur County Commission's behalf. Page 22-24
5. Upshur County Building & Floodplain Permits for the month of June, 2023. Page 25-27
6. Upshur County E911 Communication Reports – June, 2023 [Under separate cover](#)
 - Monthly Department Summary Report
 - Monthly Wrecker Report
 - YTD Wrecker Report
7. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - "Dickens of A Ride" Fundraiser – Upshur County Parish House July 29, 2023 Page 28
 - b) Agendas and/or Notice of Meetings:
 - City Council of Buckhannon July 6, 2023 Page 29
 - Buckhannon-Upshur Airport Authority July 10, 2023 Page 30

- Elkins Road Public Service District July 11, 2023 [Page 31](#)
 - Upshur County Convention & Visitor's Bureau July 12, 2023 [Page 32](#)
 - Upshur County Safe Structures and Sites Board July 13, 2023 [Page 33](#)
- Meeting Minutes:
- Upshur County Safe Structures and Sites Board May 11, 2023 [Page 34-35](#)

Meetings: *Dates and times of monthly board meetings are viewable at:
<http://cms4.revize.com/revize/upshurwv/calendar.php>
 or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.

8. Appointments Needed or Upcoming:

- Tennerton Public Service District - unexpired term July 31, 2023.
- Buckhannon Upshur Airport Authority – term July 1, 2023 through June 30, 2026.

****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. 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

Tabled Items

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

Next Regular Meeting of the Upshur County Commission

July 20, 2023 --- 9:00 a.m.

Upshur County Courthouse Annex



**WEST VIRGINIA
AMERICAN WATER**

Dr. Christina E. Chard
Director, Rates and Regulatory Support
1600 Pennsylvania Avenue
Charleston, WV 25302
P 304-340-2077
Email: Christina.Chard@amwater.com
www.amwater.com

July 5, 2023

VIA CERTIFIED MAIL

Cindy Whetsell
Lewis County Economic Development Authority
110 Center Ave.
Weston, WV 26452

Dear Ms. Whetsell:

Enclosed for your information is a copy of the public notice for a change in rates for West Virginia-American Water Company in support of a rate increase filed with the West Virginia Public Service Commission on May 1, 2023.

If you have any questions, do not hesitate to contact me at 304-340-2077.

Sincerely,

Dr. Christina Chard
Director, Rates and Regulatory Support

Enclosures:
Tariff Form 8 Public Notice of Change in Rates

cc: Robert Passmore (w/o enc.)
Christopher Calls (w/o enc.)
Nicklaus Presley (w/o enc.)
Brooks Crislip (w/o enc.)

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

**PUBLIC NOTICE OF CHANGE IN RATES WITH
PROPOSED EFFECTIVE DATES**

Notice is hereby given that WEST VIRGINIA-AMERICAN WATER COMPANY, a public utility, has filed with the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA a tariff containing a requested increase in rates, tolls, and charges for furnishing water service to approximately 168,000 customers in Boone, Braxton, Cabell, Clay, Fayette, Harrison, Jackson, Kanawha, Lewis, Lincoln, Logan, Mason, Mercer, Putnam, Raleigh, Roane, Summers, Wayne, and Webster Counties, and a tariff containing a requested increase in rates, tolls, and charges for furnishing wastewater service to approximately 1,100 customers in Fayette County.

The water tariff filing will also directly or indirectly affect those customers of the following public service districts, regional development authorities, municipalities, or other governmental subdivisions who, under agreements approved by the Public Service Commission, are charged water rates that are in whole or in part based on the rates of the Company:

Boone County Public Service District
Cumberland Public Service District
Flatwoods Canoe-Run Public Service District
Jumping Branch-Nimitz Public Service District
Kanawha County Regional Development Authority
Lashmeet Public Service District
Lewis County Economic Development Authority
New Haven Public Service District
Oakvale Road Public Service District
Putnam County Building Commission
Salt Rock Public Service District
Webster County Economic Development Authority

Some of the customers receiving service from these entities under Operation and Maintenance Agreements with the Company also pay a surcharge in addition to the metered water rates. These surcharge amounts were approved by the Public Service Commission in prior cases, and those surcharges will not increase or otherwise be affected by this filing.

The proposed increased rates and charges will become effective February 25, 2024, unless otherwise ordered by the Public Service Commission, and will produce, on a total Company basis, \$41,175,752 in additional annual net water revenues over present rate revenues, or an overall increase in revenues of approximately 22.5 percent, and \$470,801 annually in additional wastewater revenues over present rate revenues, or an overall increase in revenues of approximately 24.9 percent. The \$41,175,752 increase in annual net water revenues consists of an increase in base rates of \$51,308,960 in annual revenue and a decrease in the Company's Distribution System Investment Charge (DSIC) of \$10,133,208 in annual revenue. This increase includes an allocation of the wastewater revenue requirement to the water revenue requirement to support the same percentage increase in rates for both

water and wastewater customers. The Company is further proposing a new set of low income tariffs, and other rate mechanisms, the impacts of which are reflected in the rate increase schedule below.

The Company's proposed low income tariff for water and wastewater service that includes multiple tiers of discounts based on different levels of household income stated as multiples of Federal Poverty Level ("FPL"). The driving principle behind the Company's proposed low income tariff is to provide all participating customers discounts such that the expected bill for basic water or wastewater service will be no more than 3% of their annual household income.

The proposed tariff discounts are as follows:

<u>Low Income Tariff Discount</u>	<u>(%) Discount</u>
0%-50% Federal Poverty Level	65%
50%-100% Federal Poverty Level	50%
100%-150% Federal Poverty Level	30%
150%-200% Federal Poverty Level	15%

The following schedules show the change from rates currently in effect based on representative levels of consumption and the monthly dollar and percentage changes including the Company's proposed allocation of the revenue requirement between water and wastewater customers and the impact of its proposed new low income tariffs. The modification of any of these components will impact these schedules. The average monthly bill for the various classes of water customers will be changed as follows:

WATER RATES

WEST VIRGINIA (except Cumberland, Glasgow, and Cedar Grove)

	(\$)	%
<u>AVERAGE CUSTOMER PER CLASS</u>	<u>INCREASE</u>	<u>INCREASE</u>
Residential (5/8" meter; min. bill 1,500 gal)	\$ 11.38	31.26%
Residential (5/8" meter; 3,000 gal)	\$ 18.95	31.26%
Commercial (1" meter; 16,000 gal)	\$ 101.08	31.27%
Industrial (4" meter; 650,000 gal)	\$ 2,476.85	31.26%
Other Public Authority (1" meter; 33,000 gal)	\$ 181.71	31.26%
Sale for Resale (4" meter; 5,652,000 gal)	\$14,792.59	31.26%

CUMBERLAND (all Customers)

	(\$)	%
<u>AVERAGE CUSTOMER PER CLASS</u>	<u>INCREASE</u>	<u>INCREASE</u>
Residential (5/8" meter; min. bill 1,500 gal)	\$ 25.58	115.17%
Residential (5/8" meter; 3,000 gal)	\$ 42.60	115.20%

Commercial (1" meter; 16,000 gal)	\$ 227.16	115.19%
Industrial (4" meter; 650,000 gal)	\$5,566.74	115.18%
Other Public Authority (1" meter; 33,000 gal)	\$ 408.37	115.18%

GLASGOW (all Customers)

	(\$)	%
AVERAGE CUSTOMER PER CLASS	INCREASE	INCREASE
Residential (5/8" meter; min. bill 1,500 gal)	\$ 14.29	42.66%
Residential (5/8" meter; 3,000 gal)	\$ 23.80	42.67%
Commercial (1" meter; 16,000 gal)	\$ 126.94	42.68%
Industrial (4" meter; 650,000 gal)	\$3,110.68	42.68%
Other Public Authority (1" meter; 33,000 gal)	\$ 228.20	42.68%

CEDAR GROVE (all Customers)

	(\$)	%
AVERAGE CUSTOMER PER CLASS	INCREASE	INCREASE
Residential (5/8" meter; min. bill 1,500 gal)	\$ 14.66	44.25%
Residential (5/8" meter; 3,000 gal)	\$ 24.41	44.25%
Commercial (1" meter; 16,000 gal)	\$ 130.17	44.25%
Industrial (4" meter; 650,000 gal)	\$3,189.89	44.24%
Other Public Authority (1" meter; 33,000 gal)	\$ 234.01	44.24%

This increase will incorporate the rate impact of the cumulative investment under the Company's Distribution System Improvement Charge (DSIC) program that was (or is projected to be) placed into service between March 1, 2022 and December 31, 2023. As a result, the Company proposes to reduce the DSIC component of its water rates relating to that investment when the new base rates go into effect.

The Company's sale for resale water customers include Bluefield Valley Water Works Company, Lavalette PSD, Flatwoods Canoe Run PSD, Aqua Ohio Water, Jane Lew PSD, Lincoln PSD, City of Milton, and the City of Hurricane.

SEWER RATES

WEST VIRGINIA AVERAGE CUSTOMER CLASS	(\$) INCREASE	(%) INCREASE
Residential (Minimum Bill 1,500 gal)	\$ 16.72	31.25%
Residential (3,000 gal)	\$ 19.57	31.25%
Commercial (16,000 gal)	\$ 93.70	31.26%
Other Public Authority (33,000 gal)	\$190.64	31.26%

The rate increases shown above are based on averages for customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increase or decrease) by the Public Service Commission in its review of this filing. Any increase in rates and charges will not become effective until authorized and approved by the Public Service Commission. If a hearing is conducted, notice will be given of the time and place of hearing.

A complete copy of the Company's tariff proposals and a representative of the Company to provide information concerning this tariff are available to all customers, prospective customers or their agents at the following offices:

West Virginia-American Water Central Division
1600 Pennsylvania Avenue Charleston, WV 25302

West Virginia-American Water
Western Division
4002 Ohio River Road Huntington, WV 25702

West Virginia-American Water Southern Division
12 Mile Road@ Route 460 Princeton, West Virginia 24740

West Virginia-American Water Northern Division
1243 U.S. Highway 19 South Weston, West Virginia 26452

Copies of the tariffs have also been delivered to representatives of the aforementioned public service districts and entities for public inspection at their respective offices.

A copy of the tariffs are also available for public inspection at the Offices of the Executive Secretary of the Public Service Commission at 201 Brooks Street, Charleston, West Virginia 25301.

Anyone desiring to intervene and act as a party in either of these cases should file on or before August 14, 2023, a Petition to Intervene complying with the Commission rules on intervention in the Rules of Practice and Procedure, 150 C.S.R. 1, unless otherwise modified by Commission Order. Anyone desiring to protest should file a written protest as soon as possible, although protests will be accepted by the Commission through the pendency of this proceeding. All written protests should briefly state the reason for the protest. All protests and Petitions to Intervene should clearly state the case name and number and be addressed to Karen Buckley, Executive Secretary, Public Service Commission of West Virginia, P.O. Box 812, Charleston, West Virginia 25323.

June 2023 MILEAGE REQUEST

UNIT LIC.

- 150 D. Gosa / Vin. A42305 / 1236 – 21 SUV 37647
- 151 M. Cayton / Vin. A42304 / 1235 – 21 SUV 38532
- 152 Z. Lopez / Vin. A18031 / 4105 – 20 SUV 29129
- 153 B. Hendershot / Vin. A42303 / 1696 – 20 SUV 17806
- 154 B. Newbrough / Vin. A18030 / 1232 – 20 SUV 36811
- 155 C. Jones / Vin. A48451 / 1241 – 22 SUV 15735
- 156 C. Matheny / Vin. B29979 / 3841 - 22 SUV 19097
- 157 D. Shipman / Vin. B04451 / 4220 – 21 SUV 37393
- 158 M. Ayoob / Vin. A40308 / 2966 – 22 SUV 20747
- 159 D. Cooley / Vin. 106494 / 3930 – 18 INTERCEPTOR 69070
- 160
- 161
- 170 C. Kirkpatrick / Vin. C62863 / 1234 – 20 SUV 28374

171 T. Lafever / Vin. C62864/ 3184 – 20 SUV 35800

172 J. Johnmeyer / Vin. 106495 / 3929 – 18 INTERCEPTOR 62079

173 J. Jenkins / Vin. 568479 / 6LB-698 – 17 JEEP 51296

174 R. Bush / Vin. 179324 / 4287 – 17 JEEP 29563

175 D. Cayton / Vin.319897 / 3258 – 14 CHARGER 49888

1500 Dep. Reserves / Vin. 116126 / 1910 -13 INTERCEPTOR 117174

1500 Dep. Reserves / Vin. 553134 / 1233 – 10 Nitro 78478

Spare / Vin. A78623 / 3370 – 14 SUV 109875

Spare / Vin. 553135 / 2726 – 11 DODGE NITRO 64528

There have been a number of vehicle reassignments. Need actual mileage from each unit.

Thank You

Amended

Lewis County Financial Statement
Month Ending- May 2023

Lewis County
07/07/2023 @ 10:58:34 AM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,471,179.70	\$353,666.35	\$72,779.85	\$698,499.96	4,199,125.94
Coal Severance	65,974.36	\$178.95	\$0.00	\$0.00	66,153.31
General School	35,714.96	\$6,328.74	\$0.00	\$0.00	42,043.70
Magistrate Court	1,969.94	\$1,780.65	\$0.00	\$1,889.00	1,861.59
Worthless Check	18,692.13	\$50.70	\$0.00	\$0.00	18,742.83
Dog and Kennel	28,011.27	\$88.57	\$0.00	\$21,305.70	6,794.14
Home Detention	18,141.95	\$5,069.14	\$0.00	\$1,288.00	21,923.09
Emergency 911 Fund	3,798,415.49	\$190,567.07	\$0.00	\$97,185.29	3,891,797.27
Lewis County Aquatic Fund	564,450.01	\$1,516.96	\$0.00	\$7,750.00	558,216.97
Citizens Education	19,022.72	\$405.13	\$0.00	\$118.99	19,308.86
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$1,095.27	\$0.00	\$1,095.27	0.00
Sheriff Special Account-State	21,097.79	\$271.47	\$0.00	\$1,886.23	19,483.03
County Building	498,125.61	\$1,263.26	\$0.00	\$0.00	499,388.87
Board of Health	756,526.82	\$23,309.54	\$0.00	\$30,952.85	748,883.51
Tax Lien	261,925.45	\$14,656.15	\$0.00	\$114,089.19	162,492.41
Delinquent Nonentered	31,171.40	\$0.00	\$0.00	\$0.00	31,171.40
Concealed Weapons	48,234.83	\$754.97	\$0.00	\$25.00	48,964.80
Assessor Valuation	242,032.17	\$1,146.38	\$0.00	\$21,513.17	221,665.38
Voters Resistration	4,849.69	\$0.00	\$0.00	\$0.00	4,849.69
State Current	0.00	\$12.37	\$1,121.86	\$1,134.23	0.00
Criminal Charges	0.00	\$552.60	\$0.00	\$552.60	0.00
Court Reporter	0.00	\$130.00	\$0.00	\$130.00	0.00
State Police	0.00	\$850.00	\$0.00	\$850.00	0.00
Vehicle License - DMV	0.00	\$42,045.50	\$0.00	\$42,045.50	0.00
State Fines	0.00	\$640.00	\$0.00	\$640.00	0.00
Jury Fund	0.00	\$91.25	\$0.00	\$91.25	0.00
WV Deputies Fund	611.00	\$577.00	\$0.00	\$606.50	581.50
General Current Expenses	0.00	\$18,536.63	\$87,272.16	\$105,808.79	0.00
Excess Levy	0.00	\$9,935.19	\$46,421.55	\$56,356.74	0.00
Weston Current	0.00	\$87.11	\$7,897.80	\$7,984.91	0.00
Jane Lew Current	0.00	\$17.87	\$1,620.00	\$1,637.87	0.00
COVID-19 PANDEMIC	0.00	\$0.00	\$0.00	\$0.00	0.00
LC Blueprint Community	46,878.99	\$590.00	\$0.00	\$75.00	47,393.99
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	\$0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Certified to State	235,125.78	\$563.01	\$0.00	\$0.00	235,688.79
ARPA - PILT	65,485.67	\$177.62	\$0.00	\$0.00	65,663.29
American Rescue Plan	2,833,549.16	\$7,685.52	\$0.00	\$0.00	2,841,234.68
Totals	\$14,067,187.60	\$715,614.74	\$217,113.22	\$1,246,485.81	\$13,753,429.75

Balance in county depositories - End of Month	\$14,300,925.54	Bank Errors	
Less: Orders Outstanding	\$727,123.79	Bank Errors	
Add: Deposits in Transit	\$176,128.00		
Cash in Office at End of Month	\$3,500.00		
Misc. Adjustments (+ or-)			
Total in county Depositories and Office	\$13,753,429.75	Bank Errors	
		Total	
		True Balance	\$13,753,429.75

I, D. Gosa, Sheriff of Lewis Co, West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co, West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. Gosa
Sheriff & Treasurer, County
7-7-2023

Difference

Dated and sworn to on this date.

Amended

Lewis County Financial Statement
Month Ending- June 2023

Lewis County
07/11/2023 @ 11:51:11 AM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,199,125.94	\$497,954.94	\$44,179.45	\$823,927.60	3,917,332.73
Coal Severence	66,153.31	\$161.47	\$0.00	\$60,000.00	6,314.78
General School	42,043.70	\$6,657.75	\$0.00	\$0.00	48,701.45
Magistrate Court	1,861.59	\$1,680.19	\$0.00	\$1,689.00	1,852.78
Worthless Check	18,742.83	\$96.31	\$0.00	\$0.00	18,839.14
Dog and Kennel	6,794.14	\$69.90	\$0.00	\$516.23	6,347.81
Home Detention	21,923.09	\$5,961.17	\$0.00	\$1,417.50	26,466.76
Emergency 911 Fund	3,891,797.27	\$51,979.57	\$0.00	\$285,626.16	3,658,150.68
Lewis County Aquatic Fund	558,216.97	\$1,376.43	\$0.00	\$0.00	559,593.40
Citizens Education	19,308.86	\$548.57	\$0.00	\$33.36	19,824.07
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$5,726.20	\$0.00	\$5,726.20	0.00
Sheriff Special Account-State	19,483.03	\$1,330.02	\$0.00	\$0.00	20,813.05
County Building	499,388.87	\$683.12	\$0.00	\$0.00	500,071.99
Board of Health	748,883.51	\$47,637.62	\$0.00	\$64,110.67	732,410.46
Tax Lien	162,492.41	\$0.00	\$0.00	\$8,860.50	153,631.91
Delinquent Nonentered	31,171.40	\$0.00	\$0.00	\$0.00	31,171.40
Concealed Weapons	48,964.80	\$601.66	\$0.00	\$80.00	49,486.46
Assessor Valuation	221,665.38	\$1,167.84	\$0.00	\$21,372.74	201,460.48
Voters Resistration	4,849.69	\$36.27	\$0.00	\$0.00	4,885.96
State Current	0.00	\$2.19	\$619.10	\$621.29	0.00
Criminal Charges	0.00	\$1,281.77	\$0.00	\$1,281.77	0.00
Court Reporter	0.00	\$105.00	\$0.00	\$105.00	0.00
State Police	0.00	\$465.00	\$0.00	\$465.00	0.00
Vehicle License - DMV	0.00	\$34,544.00	\$0.00	\$34,544.00	0.00
State Fines	0.00	\$1,585.00	\$0.00	\$1,585.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	581.50	\$593.50	\$0.00	\$577.00	598.00
General Current Expenses	0.00	\$13,677.42	\$48,081.68	\$61,759.10	0.00
Excess Levy	0.00	\$7,224.86	\$26,177.97	\$33,402.83	0.00
Weston Current	0.00	\$13.26	\$3,755.84	\$3,769.10	0.00
Jane Lew Current	0.00	\$2.74	\$775.51	\$778.25	0.00
COVID-19 PANDEMIC	0.00	\$0.00	\$0.00	\$0.00	0.00
LC Blueprint Community	47,393.99	\$0.00	\$0.00	\$2,996.61	44,397.38
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E-911 Revenue Fund	\$0.00	\$30,973.77	\$0.00	\$30,973.77	0.00
E-911 Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Certified to State	\$235,688.79	\$581.15	\$0.00	\$9,721.44	226,548.50
ARPA - PILT	\$65,663.29	\$161.91	\$0.00	\$0.00	\$65,825.20
American Rescue Plan	\$2,841,234.68	\$7,005.78	\$0.00	\$45,000.00	2,803,240.46
Totals	\$13,753,429.75	\$721,886.38	\$123,589.55	\$1,500,940.12	\$13,097,965.56

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or-)

Total in county Depositories and Office

\$13,614,268.34
\$668,217.78
\$148,415.00
\$3,500.00
\$13,097,965.56

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

\$13,097,965.56

I, D. Gosca, Sheriff of Lewis Co., West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

[Signature]
Sheriff & Treasurer, Lewis County
7-11-2023

Difference

Dated and sworn to on this date.

Lewis County Financial Statement
Month Ending- June 2022

Lewis County
07/07/2022 @ 01:44:36 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,516,718.26	\$380,120.26	\$42,995.19	\$1,073,496.33	3,866,337.38
Coal Severence	40,364.75	\$6.64	\$0.00	\$36,000.00	4,371.39
General School	26,312.31	\$5,596.89	\$0.00	\$0.00	31,909.20
Magistrate Court	2,475.51	\$1,409.58	\$0.00	\$1,868.94	2,016.15
Worthless Check	29,858.30	\$354.95	\$0.00	\$0.00	30,213.25
Dog and Kennel	27,679.00	\$818.81	\$0.00	\$790.33	27,707.48
Home Detention	5,211.06	\$2,922.96	\$0.00	\$4,978.34	3,155.68
Emergency 911 Fund	4,842,064.61	\$912.71	\$0.00	\$304,136.75	4,538,840.57
Lewis County Aquatic Fund	731,008.50	\$119.11	\$16.21	\$18,840.00	712,303.82
Citizens Education	15,887.56	\$2.61	\$0.00	\$109.26	15,780.91
Federal Equitable	0.00	\$0.00	\$0.00	\$0.00	0.00
Fire Fees	0.00	\$41,086.71	\$0.00	\$41,086.71	0.00
Sheriff Special Account-State	17,342.59	\$2.85	\$0.00	\$0.00	17,345.44
County Building	583,040.44	\$59.43	\$0.00	\$0.00	583,099.87
Board of Health	680,201.47	\$31,636.05	\$0.00	\$37,273.46	674,564.06
Tax Lien	306,481.37	\$0.00	\$0.00	\$1,589.71	304,891.66
Delinquent Nonentered	34,784.53	\$100.00	\$0.00	\$0.00	34,884.53
Concealed Weapons	47,353.84	\$739.54	\$0.00	\$0.00	48,093.38
Assessor Valuation	249,861.67	\$687.01	\$0.00	\$20,514.65	230,034.03
Voters Resistration	4,780.27	\$4.75	\$0.00	\$0.00	4,785.02
State Current	0.00	\$0.17	\$487.41	\$487.58	0.00
Criminal Charges	0.00	\$0.00	\$0.00	\$0.00	0.00
Court Reporter	0.00	\$50.00	\$0.00	\$50.00	0.00
State Police	0.00	\$450.00	\$0.00	\$450.00	0.00
Vehicle License - DMV	0.00	\$18,309.50	\$0.00	\$18,309.50	0.00
State Fines	0.00	\$150.00	\$0.00	\$150.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	495.00	\$404.50	\$0.00	\$490.50	409.00
General Current Expenses	0.00	\$14,074.13	\$49,962.08	\$64,036.21	0.00
Excess Levy	0.00	\$13,927.52	\$20,136.94	\$34,064.46	0.00
Weston Current	0.00	\$1.19	\$3,480.62	\$3,481.81	0.00
Jane Lew Current	0.00	\$0.09	\$275.42	\$275.51	0.00
COVID-19 PANDEMIC	1,001.97	\$0.00	\$0.00	\$0.00	1,001.97
LC Blueprint Community	10,263.59	\$0.00	\$0.00	\$2,451.50	7,812.09
Small Cities Blk Grant-Broadband	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Phase 1 Water Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
American Rescue Plan	\$1,298,184.62	\$213.40	\$0.00	\$0.00	1,298,398.02
Totals	\$13,471,371.22	\$514,161.36	\$117,353.87	\$1,664,931.55	\$12,437,954.90

Balance in county depositories - End of Month	\$13,019,648.51	Bank Errors	
Less: Orders Outstanding	\$937,906.19	Bank Errors	
Add: Deposits in Transit	\$352,712.58		
Cash in Office at End of Month	\$3,500.00		
Misc. Adjustments (+ or-)			
Total in county Depositories and Office	\$12,437,954.90	Bank Errors	
		Total	
		True Balance	\$12,437,954.90

I, D. Gosa, Sheriff of Lewis Co., West Virginia, do hereby certify that the foregoing is a true and correct statement of the finances of Lewis Co., West Virginia, for the month ending referenced above. The amount received, the amount distributed and the amount remaining in the Treasury and County Depositories.

D. Gosa
Sheriff & Treasurer,
Lewis County
7-7-2022

Difference

Dated and sworn to on this date.

STATE OF WEST VIRGINIA
DEPARTMENT OF HOMELAND SECURITY
DIVISION OF CORRECTIONS & REHABILITATION



WILLIAM K MARSHALL III
COMMISSIONER

JEFF SANDY, CFE, CAMS
CABINET SECRETARY

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

LEWIS COUNTY
PO BOX 466
WESTON, WV 26452

Invoice Number: 612316FF

Invoice Date: 7/6/2023 2:58:22 PM

Month of Service: June, 2023

Pursuant to the provisions of W.Va. Code §15A-3-16, the Division of Corrections and Rehabilitation hereby provides you with a monthly statement of charges and costs of inmate maintenance and operational costs for Lewis County for the month of June, 2023. The costs per day for inmate maintenance and operation is in accordance with the provisions of W.Va. Code §15A-3-16.

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

Month: June

Number of Inmate Days: 982

Per Diem Rate: \$48.25

Amount Due: June, 2023

\$47,381.50

This invoice amount is due and payable upon receipt.

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

LEWIS-GILMER E-911 YEARLY TOTALS

CAD #	DATE	2023	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTALS
LEWIS COUNTY															
15	LEWIS SHERIFF		273	284	434	397	435	413							2236
10	WESTON PD		182	210	241	243	178	231							1285
250	WVSP WESTON		118	132	155	172	189	168							934
230	LEWIS NRP		16	13	26	46	29	42							172
208	LEWIS EMS		292	243	307	240	275	306							1663
201	WESTON FD		94	84	130	117	96	126							647
202	JANE LEW FD		16	30	61	35	68	58							268
203	PRICETOWN FD		12	18	22	28	20	23							123
204	WALKERSVILLE FD		15	14	17	15	13	26							100
205	JACKSON MILL FD		22	26	45	19	32	18							162
206	MIDWAY FD		2	2	10	7	1	3							25
	ANIMAL CONTROL		37	41	40	38	43								199
	DOGS PICKED UP		7	5	8	8	10								38
	OTHERS PICKED UP		12	19	12	1	12								56
														Total	7814

GILMER COUNTY															
104	GILMER SHERIFF		37	54	79	61	66	49							346
102	GLENVILLE PD		76	101	76	55	98	143							549
103	GSU PD		4	2	4	6	1	0							17
150	WVSP GLENVILLE		38	42	54	57	57	40							288
130	GILMER NRP		0	3	5	11	1	2							22
175	GILMER EMS		118	147	129	90	111	89							684
101	GLENVILLE FD		21	26	29	42	29	20							167
105	NORMANTOWN FD		5	3	4	15	5	1							33
106	SAND FORK FD		16	22	27	30	20	11							126
107	CEDARVILLE FD		2	15	9	12	3	8							49
108	TROY FD		4	15	11	13	3	7							53
	ANIMAL CONTROL		0	0	2	0	1	0							3
														Total	2337

Total by Month 1419 1551 1937 1758 1796 1784 0 0 0 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	27
ZACH'S OWNER	2	2	0	2	4	2	12
ZACH'S SERVICE	0	0	1	1	1	2	5
ZACH'S TOTAL	6	4	6	8	9	11	44
A & S COUNTY	4	2	5	6	4	8	29
A & S OWNER	1	0	1	1	3	7	13
A & S SERVICE	0	0	1	1	1	1	4
A & S LARGE	1	0	1	0	1	0	3
A & S TOTAL	6	2	8	8	9	16	49
HITT'S COUNTY	4	1	6	5	4	7	27
HITT'S OWNER	3	2	1	1	5	0	12
HITT'S SERVICE	0	0	1	1	1	2	5
HITT'S TOTAL	7	3	8	7	10	9	44
LIPP'S COUNTY	4	2	5	6	4	8	29
LIPP'S OWNER	1	0	1	1	1	0	4
LIPP'S SERVICE	1	0	1	1	1	1	5
LIPP'S LARGE	1	0	2	0	1	0	4
LIPP'S TOTAL	7	2	9	8	7	9	42
TOLANDS COUNTY	4	1	6	5	4	8	28
TOLANDS OWNER	0	2	2	0	0	0	4
TOLANDS SERVICE	0	1	1	1	2	2	7
TOLANDS TOTAL	4	4	9	6	6	10	39
VALLEYCHAPEL COUNTY	4	2	6	5	4	8	29
VALLEY CHAPEL OWNER	1	2	1	0	5	1	10
VALLEY CHAPEL SERVICE	0	1	1	1	2	1	6
VALLEY CHAPEL LARGE	1	0	1	0	1	0	3
VALLEY CHAPEL TOTAL	6	5	9	6	12	10	48
GILMER COUNTY							
GLEN- AUTO COUNTY	6	3	1	4	2	3	19
GLEN- AUTO OWNERS	3	2	1	2	5	2	15
GLEN- AUTO SERVICE	0	0	1	1	0	0	2
GLEN- AUTO TOTALS	9	5	3	7	7	5	36
A and S COUNTY	5	3	1	5	2	2	18
A and S OWNERS	0	0	0	0	1	1	2
A and S SERVICE	0	1	1	1	0	0	3
A and S LARGE	1	0	0	0	0	0	1
A and S TOTAL	6	4	2	6	3	3	24

2023 LEWIS-GILMER E-911 TELETYPE REPORT

		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
LEWIS														
LC SHERIFF	10-27	140	111	120	112	123	98							704
	10-28	122	98	89	81	73	95							558
	III & CIB	111	87	79	67	73	62							479
	OTHER	34	44	60	30	35	33							236
	DVP	14	15	23	28	30	22							132
WESTON PD	10-27	88	57	54	44	33	31							307
	10-28	101	97	51	39	41	31							360
	III & CIB	11	6	12	6	12	18							65
	OTHER	16	21	15	17	25	7							101
	DVP	7	4	7	9	4	5							36
WVSP	10-27	31	24	13	18	12	14							112
	10-28	20	19	12	11	17	16							95
	III & CIB	14	9	11	6	6	5							51
	OTHER	1	2	0	3	5	3							14
	DVP	4	16	21	9	21	10							81
NRP	10-27	2	1	2	8	1	8							22
	10-28	5	2	7	13	0	7							34
	III & CIB	4	0	0	0	0	5							9
	OTHER	19	0	0	1	1	1							22
	DVP	4	3	0	6	3	2							18
PROSECUTOR	10-27	0	0	2	0	0	0							2
	10-28	0	0	0	0	0	0							0
	III & CIB	31	16	16	21	14	13							111
	OTHER	0	0	0	0	0	0							0
	DVP	0	0	0	0	0	0							0
PROBATION	10-27	3	8	2	1	0	0							14
	10-28	0	0	0	0	0	0							0
	III & CIB	22	12	7	0	14	0							55
	OTHER	0	0	0	0	0	0							0
	DVP	0	0	4	0	0	0							4
SWJS PARK	10-27	0	0	0	0	0	0							0
	10-28	0	0	0	0	0	0							0
	III & CIB	0	0	0	0	0	0							0
	OTHER	0	0	0	0	0	0							0
	DVP	0	0	0	0	0	0							0
FAMILY COURT	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	0
DAY REPORT	10-27	0	4	0	0	0	0							4
	10-28	0	0	0	0	0	0							0
	III & CIB	0	0	0	146	4	0							150
	OTHER	0	0	0	0	0	0							0
	DVP	0	0	0	0	0	0							0
TOTAL TRANSACTIONS														3776

Jane Lew Public Service District

70 Park Avenue

Jane Lew, WV 26378

Regular Meeting

June 8, 2023 4:00 PM

~~ Public Board Meeting Agenda ~~

- I. Call to Order (Foster)

~~ ROUTINE MONTHLY BUSINESS ~~

- II. Minutes (05/11/23)

- III. Minutes Special Meeting (5/22/23)

- IV. General Manager's May 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

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

- VI. Personnel (Snow-McKisic)

- VII. Announcements (Snow-McKisic or board)

- VIII. Correspondence (Snow-McKisic)

~~ OLD BUSINESS ~~

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

~~ NEW BUSINESS ~~

- X. Late-Received Agenda Items (Snow-McKisic)

- XI. Adjournment

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Minutes of Regular Meeting

June 9, 2023

Present: Bradley Foster (Chairman), Nancy Gee (Board), Stephanie Snow-McKisic (General Manager)

Guests:

Absent: Oscar Mills (Board) attended the meeting via conference call.

- I. **Call to Order** The meeting was called to order at 3:58pm pm by Chairman Foster.

~ ~ ROUTINE MONTHLY BUSINESS ~ ~

II. **Minutes: (5/11/2023)**

MOTION: (Gee/Mills) to approve attached Minutes of 5/11/2023 regular meeting. [Carried Unanimously]

III. **Minutes: (5/22/2023)**

MOTION: (Foster/Gee) to approve attached Minutes of 5/22/2023 Special meeting. [Carried Unanimously]

IV. **General Manager's May Reports (Snow-McKisic)**

A. **WATER:**

1. **Bills** (Attached)

MOTION: (Gee/Foster) to ratify payment of attached list of water invoices for May 2023. [Carried Unanimously]

2. **Treasury Report** (Attached)

MOTION: (Mills/Foster) to approve attached Water Treasury Report for May 2023. [Carried Unanimously]

3. **Water Adjustments Report** (Attached)

MOTION: (Foster/Gee) to approve attached Water Adjustments Report for May 2023. [Carried Unanimously]

4. **Water Purchase, Sales & Loss Report** (Attached)

MOTION: (NA) to approve attached Water Purchase, Sales & Loss Report for May 2023 {The monthly Billing-Water sheet was handed out instead of the Water FY 2019-present spreadsheet. The correct spreadsheet will be distributed at the next meeting.}

Water Preventive Maintenance Report -

- a) **Lines** – walked lines looking for leaks.
- b) **Loss Prevention/leak detection** – water loss 10%
- c) **Fire + Flushing Hydrants** [57 + 25] – hydrants to be flushed in August.
- d) **Valves** [148] – worked Valves for leak detection / Exercised 1 full cycle /valves to be exercised in September.
- e) **Meters** [659] – nothing
- f) **Booster Stations** [3] – checked
- g) **Tanks** [2] – nothing done
- h) **Office Furnace + A/C** -- nothing needed

- i) Vehicles [½ 2019Truck, ½ crane truck, + ½ Buggy] – **nothing**
 - j) Generators [1 big port + 2 small] – **exercised Chesapeake generator**
 - k) Expensive Equipment [Mower] – **nothing**
 - l) Critical Inventory – **good**
 - m) Other – **nothing**
5. Water System Water Leak Detection Report (*finding & repairing actual leaks*) – **The numbers were off on the route sheet and the guys checked for a leak. A leak was located on Poplar and it was repaired.**
 6. Water System Repairs Report (*fixing unplanned breakdowns*) – **5/30 A 6in water main break at Arby's. We had to bust up the concrete, sidewalk, curb, etc. Called 5J services who came and dug the line, located the leak, replaced the 6" 252" and used 2 maxi grips, backfilled with 3/4" crusher run stone. The concrete will be poured next week to replace the curb/sidewalk. A temp line was placed, running to the backside of Jesse's Run, to keep as many customers in service, as possible. Once restored, a boil water advisory was issued until the water tests came back and we were cleared.**
 7. Cross-Connections/Backflow Report – **ongoing**
 8. New Non-Project Water Taps/Road bores – **none**
 9. Other – **nothing**

B. WASTEWATER:

1. Wastewater Bills (Attached)

MOTION: (Gee/Mills) to ratify payment of list of Sewer invoices for May 2023. [Carried Unanimously]

2. Wastewater Treasury Report (Attached)

MOTION: (Foster/Gee) to approve Sewer Treasury Report for May 2023. [Carried Unanimously]

3. Wastewater Adjustments Report (Attached)

MOTION: (Gee/Foster) to approve Sewer Adjustments Report for May 2023. [Carried Unanimously]

4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -

MOTION: (NA) to approve Sewer Treatment Purchase, Sales & Loss Report for May 2023 {The monthly Billing-Water sheet was handed out instead of the Water FY 2019-present spreadsheet. The correct spreadsheet will be distributed at the next meeting.}

5. Wastewater Preventive Maintenance Report (attached)

- a) Lines– **Flushed lines into Station 8 to prevent back up**
- b) I&I Prevention – **nothing**
- c) Manholes [594] – **nothing**
- d) Duplex + ABS Grinder Pumps [5 + 2] – **amped and enzymed every Friday**
- e) Lift Stations [16 total] – **Amped & Enzymed every Friday/ Checked lights / Changed Charts and record meter readings**
- f) Bar Screen [1] – **Cleaned Bar Screen-every week**
- g) Vehicles – [½ '19 Ford Truck, ½ crane truck & ½ Buggy] – **nothing**
- h) Generators [3stat. + 2 port.] – **exercised**
- i) Classroom Furnace & A/C – **nothing**
- j) Expensive Equipment [mower] – **nothing**
- k) Critical Inventory – **nothing**
- Other – **nothing**

- a) Wastewater Repairs Report (fixing unplanned breakdowns) **nothing**
- b) New Non-Project Sewer Taps/Road Bores – **nothing**
- c) Other – **nothing**

- V. **Personnel Matters (Snow-McKisic)** – Jason came to me and stated he is having difficulty getting in and out of his truck, when they read meters, with his arm. He asked if we could make accommodations to help him during the days the meters are read. (A smaller truck, some type of side-by-side/golf cart/4 wheeler, etc.....) It was suggested by Board member Nancy Gee that we try adding steps or side rails to Jason’s truck to see if that will help. Stephanie will speak with Jason and report back to the board.

- VI. **PSD Policies and Job Descriptions (Snow-McKisic):** Jury Duty Policy. Snow-McKisic drafted an example Jury Duty policy and presented to the board. One change will be made. The Jane Lew PSD will pay employees for any/all days that they are required to serve on a jury. The policy will be amended and reviewed at the next meeting.

- VII. **Announcements (Snow-McKisic or board):**
Retirement party for Tom Bailey will be held at 12:30pm on Thursday, June 15th, at the Jane Lew PSD Office.

- VIII. **Correspondence (Snow-McKisic):**
 - i. Email from the US Dept of Justice May 3, 2023. We have been named as defendants in a law suit.
 - j. Letter from the State of WV State Auditor-Audit Procurement packet.

~ ~ OLD BUSINESS ~ ~

- IX. **Request to Purchase Property (Snow-McKisic):** Emailed Evan to get an update on the sale of the property. He was reaching back out to Tracey Weber to get an update. Stephanie will update the board, once she has the information.
- X. **Rate Increase (Snow-McKisic)-19A** Application, cash flow analysis and cover letter for the Jane Lew water system 2023 Rate Increase has been submitted to the PSC for approval. It could take up to 45 days to receive a response from the PSC. Snow-McKisic will update once we receive a response. Per the request of the board, Stephanie will email Jim Kelsh and ask for a rate increase on the sewer, in addition to the pending water rate increase.

~ ~ NEW BUSINESS ~ ~

- XI. **Late-Received Agenda Items (Snow-McKisic)** WV State Auditor-Schedule of Expenditures of Federal Awards. Stephanie will review with Nancy.

<p><u>Assignments</u></p> <p>✓ Follow up with Jason about the truck and make corrections to the Jury Duty Policy.</p>

- XII. **Adjournment:** The meeting was adjourned at 4:50 P.M.

Attachments:

- May'23 Bills Paid (Water/Wastewater)
- May'23 Treasury Reports (Water/Wastewater)
- May'23 Adjustments Reports (Water/Wastewater)
- May 23 Water/Wastewater Treatment Purchase, Sales & Loss Reports
- Correspondence

E-Copies of Unapproved Minutes Sent to:

- James V. Kelsh, PSD Attorney (Bowles Rice)
- PSD Office
- Board Members

Public Service Commission of West Virginia

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323

Phone: (304) 340-0300
Fax: (304) 340-0325



July 10, 2023

Lewis County Commission
110 Center Avenue
Weston, WV 26452

SUBJECT: Disbursement of Wireless E-911 Subscriber Fees

Dear County Commissioner:

A check in the amount of \$181,953.93 representing a disbursement of Wireless E-911 subscriber fees will be mailed directly from the West Virginia State Auditor's Office. This amount is your County's share of the fees remitted to the Public Service Commission for the months of April, May and June, 2023. The next disbursement will be in three months.

I can be reached at our toll-free number, 1-800-344-5113, Extension 364, or direct at 304-340-0364, should you have any questions about the disbursement calculation or about the fees in general.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Mitchell".

Sandra Mitchell
Budget & Finance Manager

SM:sc



Region VII Planning and Development Council

PO Box 849
Buckhannon, WV 26201

Invoice

Date	Invoice #
7/1/2023	23.20

Bill To
Lewis County Commission 110 Center Ave Weston, WV 26452

P.O. No.	Terms	Project

Class	Description	Hours	Rate	Amount
720 Lewis County	Assessment Dues for FY 2024		19,588.00	19,588.00
			Total	\$19,588.00



West Virginia Department of Economic Development

Community Development Block Grant (CDBG)

Budget Amendment Form- Water/Sewer/Storm Sewer/Parks and Rec/Broadband

Subrecipient:	Lewis County Commission
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Project Name:	Phase I Water Extension Project
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Project Number:	20CDBG0009	Amendment Number:	2
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Activity Category*	Current CDBG Budget	Increase	Decrease	Amended CDBG Budget
Adminstration	\$ 125,000.00			\$ 125,000.00
Accounting				\$ -
Arch/Engineering	\$ 500,000.00			\$ 500,000.00
Land Acquisition		\$ 110,000.00		\$ 110,000.00
Construction	\$ 1,375,000.00		\$ 110,000.00	\$ 1,265,000.00
Permits/Fees				\$ -
Legal				\$ -
Planning				\$ -
Demolition				\$ -
TOTAL	\$ 2,000,000.00	\$ 110,000.00	\$ 110,000.00	\$ 2,000,000.00

*Activity Categories cannot change from original budget.

Reason for Amendment:	Adjustment to the budget to include Administration Services.
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Subrecipient Signature:	
Printed Name and Title:	Agnes G. Queen, President Lewis County Commission
Date:	25-Jul-23

WVDED Project Manager:	
Signature:	Date:
WVDED Program Manager:	Sherry Risk, CDBG Program Manager

**Community Development Block Grant Program
REQUEST FOR PAYMENT**

TO: West Virginia Development Office
Building 3, Room 700
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304.558.2234

FROM: Lewis Co Commission
110 Center Ave
Weston, WV 26452
ph. (304) 269-8200 fax. (304) 269-2416
lewiscountycommission@lewiscountywv.org

Project Name	Lewis County Phase I Water Extension Project	Project #	20CDBG0009
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Invoice #	22779-3	% of CDBG Funds Expensed	14.6%
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Time Period Covered by this Request:	04/01/2023	To:	05/31/2023
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Amount of CDBG Funds on hand at the time of this Request					\$ -	
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 125,000.00	\$ 34,433.56	\$ -	\$ 34,433.56	\$ -	\$ 90,566.44
Accounting						
Arch/Engineering	\$ 500,000.00	\$ 244,500.00	\$ -	\$ 244,500.00	\$ 244,500.00	\$ 255,500.00
Land Acquisition	\$ 110,000.00		\$ 12,800.00	\$ 12,800.00		\$ 97,200.00
Construction	\$ 1,265,000.00			\$ -		\$ 1,265,000.00
Permits/Fees						
Legal						
Planning						
SUB-TOTAL:	\$ 2,000,000.00	\$ 278,933.56	\$ 12,800.00	\$ 291,733.56	\$ 244,500.00	\$ 1,708,266.44
Less Income				\$ -		
TOTAL:	\$ 2,000,000.00	\$ 278,933.56	\$ 12,800.00	\$ 291,733.56	\$ 244,500.00	\$ 1,708,266.44

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement; and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county, or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract

July 25, 2023

Chief Elected Official Signature

Agnes G. Queen, President
Printed Name of Chief Elected Official

*Copies of Invoices Required
Invoice Summary Forms Required*

v1.12.2021

CDBG Invoice Summary-Permits & Fees

Period Covered by Request

04/01/2023-5/31/2023

	Vendor	Invoice #	Description	Inv Date	\$
1.	RHP Resources & Consulting	1109	ROW Agent	5/31/2023	\$ 12,800.00
2.					\$ -
3.					\$ -
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
PERMITS/FEES TOTAL					\$ 12,800.00



HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
www.hartofficesolutions.com

203 Buckhannon Pike ~ Clarksburg, WV 26301 Phone 304.624.5485 Fax 304.622.5861

Proposal Prepared Exclusively

For:

Lewis County Commission

July 12, 2023



HART OFFICE SOLUTIONS

YOUR LOCAL DOCUMENT SOLUTIONS DEALER

www.hartofficesolutions.com

203 Buckhannon Pike ~ Clarksburg, WV 26301 Phone 304.624.5485 Fax 304.622.5861

Current Monthly Cost for Lewis County Commission

- Current Lease Payment: \$2,223.78
- ✓ Includes 40,000 B&W clicks and 2,500 Color clicks per month
- Average B&W Overages: \$ N/A
- ✓ Average Monthly Black & White Volume: 36,006
- Average Color Overages: \$ 129.96
- ✓ Average Monthly Color Volume: 4,475

- **Total Average Monthly Payment:** **\$2,353.74**

Hart Office Solutions Proposed Solution

- **County Clerk's Office:**
- New Toshiba e-4528A **black & white** Copy/Print/Scan system.
- Includes 300 sheet dual scan document feeder, & three front loading paper drawers.

- **Tax Office:**
- New Toshiba e-4528A **black & white** Copy/Print/Scan/Fax system.
- Includes 300 sheet dual scan document feeder, & three front loading paper drawers.

- **Circuit Clerk's Office:**
- New Toshiba e-6529A **black & white** Copy/Print/Scan/Fax system.
- Includes 300 sheet dual scan document feeder, three front loading paper drawers & a console stapling finisher.

- **County Commission:**
- New Toshiba e-3025AC **color** Copy/Print/Scan/Fax system.
- Includes 300 sheet dual scan document feeder, **inner stapling finisher**, & a stand.



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www.hartofficesolutions.com

203 Buckhannon Pike ~ Clarksburg, WV 26301 Phone 304.624.5485 Fax 304.622.5861

Hart Office Solutions Proposed Solution

- **Sheriff's Office:**
- New Toshiba e-3025AC **color** Copy/Print/Scan/Fax system.
- Includes 300 sheet dual scan document feeder, & a stand.

- **Prosecuting Attorney's Office:**
- New Toshiba e-3025AC **color** Copy/Print/Scan system.
- Includes 300 sheet dual scan document feeder, stand, and an inner stapling finisher.

- **Records Room:**
- Keep the Toshiba e-2518A **black & white** Copy/Print/Scan/Fax system due to low volume.
- Includes 300 sheet dual scan document feeder, & three front loading paper drawers.

- **New Monthly Solution Payment:** **\$2,215.00**

- **5.9% Less than Now**

- Service and supplies are included in the monthly payment for up to 40,000 black & white clicks and for up to 4,500 color clicks per month. Excess black & white will be billed monthly at \$.009 and excess color will be billed monthly at \$.0495.
- Delivery, installation and network connectivity are included.
- Lease is based on a 63 month FMV lease term.
- Existing lease will be terminated.

Lease Incentive Expires Wednesday, July 26th, 2023

State and Local Government Addendum

Reference: Application No. 833596

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Lewis County Commission** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and

(b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Lewis County Commission	LEAF CAPITAL FUNDING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Toshiba MFP Maintenance Agreement

July 12, 2023

Lewis County Commission
110 Center Avenue
Weston, WV 26452
304-269-8200

Maintenance Details for (1) Toshiba 2518A, (2) Toshiba 4528A, (1) Toshiba 6529A, (3) Toshiba 3025AC:

- All service and supplies are included in the monthly lease payment for up to 40,000 black and white clicks per month and for up to 4,500 color clicks per month. Excess black and white clicks will be billed at \$.009 per click. Excess color clicks will be billed at \$.0495 per click. All toner, parts, and labor included (excludes paper and staples). Initial IT set up included.
- IT Support included for the first 30 days after installation.
- After 30 days, IT Support is available at an additional cost. IT Support can be purchased in hourly blocks at discounted rates or be billable at the standard hourly rate. If interested in learning more about Hart Office Solutions Managed IT Services Agreements, please contact us for a Free analysis and a customized quote.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

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

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

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

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

Hart Office Solutions reserves the right to terminate this agreement.

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

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

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

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

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 15%.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer Name (printed): Lewis County Commission

Date: _____

Customer Signature (acceptance): _____

Printed Name: _____

Title: _____

LEASE AGREEMENT

LESSEE LEGAL NAME: Lewis County Commission		Telephone No: 3042698200
Billing Address 104 Center Ave, Weston, WV 26452		Equipment Location (if other than Billing Address): 110 Center Avenue, Weston, WV 26452

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments -- see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
* PLEASE REFER TO SCHEDULE A				

BASE TERM IN MONTHS <u>63</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>63</u> @ \$2,215.00 (plus taxes)	END OF LEASE PURCHASE OPTION		(a) Advance Payment: \$0.00
		<input checked="" type="checkbox"/> Fair market value, plus taxes		(b) Security Deposit: \$0.00
		<input type="checkbox"/> 10% of Equipment cost, plus taxes		(c) Documentation Fee: \$95.00
		<input type="checkbox"/> \$1.00, plus taxes		Total due a + b + c =: \$95.00

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
- MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: Lewis County Commission	Print Name: _____	Title: _____
<input checked="" type="checkbox"/> _____	E-Mail Address: _____	Date: _____
Lessee Authorized Signature	Tax ID Number: _____	

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____	Print Name: _____	E-Mail Address: _____
Accepted by:	Title: _____	Date: _____
LEAF Capital Funding, LLC By:		



HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
 800-517-5334

**SCHEDULE A TO LEASE AGREEMENT
 (EQUIPMENT DESCRIPTION)**

Lease Application No.: **833596**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 110 Center Avenue, Weston, WV 26452

2	Toshiba 4528A	New		4528A	
1	Toshiba 6529A	New		6529A	
3	Toshiba 3025AC	New		3025AC	

LESSEE: Lewis County Commission

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

From: ktalbert lewiscountywv.org
Sent: Thursday, July 13, 2023 9:14 AM
To: srogers lewiscountywv.org
Subject: Request

The Office of Emergency Management is requesting to hire (3) three people after we have completed our testing and interviews. The names are...

Nicole Berkovsky

Ryan Carson

Brianna Mayle

This hiring will be for the position of telecommunicator trainee with the starting salary of \$12.50 per hour. We ask that the start date will be August 1, 2023. Our office also request for the probation period for benefits be waived for all three.

The Office of Emergency Management has also compiled a list of names that we would like the permission to hire from if there is a new hire that resigns in the near future.

Thank you,

H. Keith Talbert, Jr.
Assistant Director
Lewis-Gilmer E-911
Lewis County Office of Emergency Management
201 Orchard Street
Weston, WV
304-269-8241 Office
681-533-6550 Cell



Master Service Agreement

This Master Service Agreement is made between the Client; a (circle one: sole proprietorship, partnership, corporation, S corporation, L.L.C. or professional corporation) named on page 6 and Attentive, LLC, an Alabama company, located at 70 Grimes Drive, Guntersville, Alabama 35976 hereinafter referred to as (ATTENTIVE).

WHEREAS, ATTENTIVE, by and through its agent of record, offers a SIMRP Plan consisting of the Section "125" Plan, ATTENTIVE Preventative Care Management Program® (collectively referred to as the "Program") to qualified Clients and wishes to extend such Program to the employees of Client;

WHEREAS, Client has established the Program under I.R.C. §125, §105 and §106; and

WHEREAS, the Section "125" Plan Year shall be stated in the Section "125" Plan document.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties covenant and contract as follows:

I. TERM

The term of this Agreement shall begin on the date signed on page 6 below and, except as described in section V. below, continue for a period of not less than one (1) year from the date hereof and for successive periods of one (1) year thereafter unless terminated by either Party pursuant to section V. of this Agreement. Termination of this Agreement shall not relieve either party of any obligations that it should have performed prior to the date the Agreement is terminated.

II. RESPONSIBILITIES OF CLIENT

- A. At least 60 days prior to each open enrollment date, the Client agrees to provide annualized employee payroll census and demographic data to determine the employees eligible for enrollment in the Program. To be eligible an employee must be a full-time employee working at least 30 hours a week and covered by an employer's sponsored group medical plan or other approved medical plans excluding Medicaid and marketplace plans. Employees participating in health savings accounts, health reimbursement accounts without employer sponsored group medical, may not be eligible for participation in the Program.
- B. Client agrees to provide access to all employees' payroll information upon request for the purpose of conducting enrollments. Client further agrees to release this information to Attentive, LLC on an annual basis to recalculate, annually, each employee's "After Tax Allotment" and employer savings through the Program. Client shall provide access to newly eligible employees during the applicable enrollment period.
- C. Beginning with the effective date of the Program, Client agrees to pay ATTENTIVE a \$35.00 monthly fee per participating employee. Client's employees shall pay ATTENTIVE a fee of \$80.00 per employee participating in the Program during that month. The employee fee of \$80.00 along with the \$35/ fee per employee per month from the client, will be assessed,

billed and collected on the 25th day of the month for the covered month. If Client wishes to have invoice reconciliation and payment of invoices, the fee will be negotiated on a case-by-case basis. Client agrees to collect through payroll deduction the fees of the employees participating in the Program. Client shall incorporate, under the SIMRP, reimbursements into the employee's periodic paycheck. Such amounts shall be netted out of payments and the net amount shall be deposited to the client's, established, general account. On, or around, the 5th of each month ATTENTIVE will invoice Client for the fees described in §II.C. above for the initial month's payment and each consecutive month thereafter. Client will be charged \$100 if funds are not available and paid, when due, by the end of each month. Unless covered by a separate agreement, premiums for insurance products will not be collected.

- D. If Client's employee meets certain criteria established by the Client in the SIMRP plan document, the employee may be reimbursed all or a portion of the premium charged to the employee by the Client. Under the SIMRP, Client may provide reimbursements to the employees for health premiums or medical expenses, which are tax-free. Client agrees to comply with HIPAA Privacy Rules as well as rules under the ACA.
- E. Attentive provides the proper legal documents to client and it shall be the Client's responsibility to ensure the documents are signed, dated and the rules and regulations of each are followed.
- F. Client agrees to make all eligible employees available for a one-on-one explanation of the Program and the benefits thereof during the scheduled open enrollment period and every eligible employee must sign an Employee Understanding and Disclosure stating their wish **TO PARTICIPATE** or **NOT TO PARTICIPATE** in the Program and the benefits thereof. To assist Client with compliance, Client will assist Attentive's representatives by insuring all employees are seen and proper deductions and/or waivers of participation, for each employee, are signed.

III. RESPONSIBILITY OF ATTENTIVE

- A. ATTENTIVE shall develop annually a proposal for each eligible employee and present said proposal to Client for review. A licensed benefits advisor shall, either in person or electronically, be involved for the purpose of fully explaining the Program and the benefits associated with it.
- B. Attentive shall provide The Self-Insured Medical Reimbursement Plan (SIMRP) document, The Preventative Care Management Plan document and the Section "125" Premium Only Plan (POP) document to Client.
- C. Upon eligibility and notification by Client, A licensed benefits advisor shall meet annually with each eligible employee for the purpose of enrolling employee in the Program either in person or electronically. Every eligible employee must sign an Employee Understanding and Disclosure stating their wish **TO PARTICIPATE** or **NOT TO PARTICIPATE** in the Program. Each Employee Understanding and Disclosure shall be made a part of this Agreement.
- D. All employee Program premium contributions shall be made on a pre-tax basis.
- E. Attentive will assist Client's payroll department, payroll company or other entity to assure proper payroll set-up.

- F. ATTENTIVE understands that it is being provided access to confidential payroll records of Client and that said payroll records and information contained herein shall remain confidential by ATTENTIVE, its employees, agents and independent contractors.

IV. INTENT OF INDEPENDENT CONTRACTOR STATUS

- A. ATTENTIVE warrants that ATTENTIVE and its subcontractors are independent contractors and any contractor or recruiter of ATTENTIVE or its subcontractors is an independent contractor and not an employee of ATTENTIVE for purposes of any work performed under this Agreement. The relationship between Client and ATTENTIVE is a relationship of pure contract. No representation shall be made by any party that would create an apparent agency, employment, joint venture or partnership, and neither party shall have the authority to act for the other party in any manner except as provided in this Agreement. And, while Client is acquainted with ATTENTIVE's method of operations and sales materials, it is understood that Client does not have the right of control over ATTENTIVE or its subcontractors in ATTENTIVE's or its subcontractors' performance under this Agreement. ATTENTIVE warrants that ATTENTIVE and its subcontractors are independent contractors as to Client for the purpose of federal and state taxes, medical benefits, workers' compensation benefits, etc.
- B. Parties agree to indemnify and hold the other party harmless, including reasonable attorneys' fees incurred, from any loss, cost or expense arising from any claim against the other party arising from any alleged joint venture, partnership or agency relationship between Client and ATTENTIVE or ATTENTIVE's subcontractors, employees, or agents, or involving any fraud, deception, false statement or misrepresentation by the other party including any claims based on overcompensation of agent or lack or insufficiency of service.
- C. Parties are responsible for all their own expenses incurred in performing services under this Agreement. Parties understand that they have no authority to contract in the name of or on behalf of the other party.

V. TERMINATION

- A. At the end of each one-year term, this Agreement is terminable by either party without cause upon 30 days' prior written notice. In the event of a breach, violation or default ("Breach") of any term or condition of this Agreement by one party, the other party shall have the absolute right to immediately terminate this Agreement by giving written notice of termination to the Breaching party. At the option of the non-breaching party the termination date shall be the date of the Breach, the date it sends notice, the date notice is received by the Breaching party, or any later date selected by the non-breaching party.
- B. In addition to any other Breach, the following shall be deemed Breaches giving rise to the non-breaching party's right of termination (i) a party's failure to pay any monies when due as required by this Agreement; (ii) the filing of a petition for reorganization, bankruptcy, receivership or insolvency by or against a party or if a party makes any assignment for the benefit of creditors; or (iii) Client's misrepresentation of employees' employment rolls, employee payroll hours, pay rates or salary. In the event of the sale, closure, or transfer to third party of client's business; this Agreement shall automatically terminate unless otherwise mutually agreed in writing between the parties.

- C. Upon termination of this Agreement for any reason, Client shall be obligated to pay to

ATTENTIVE the full amount of all invoices covering periods through the termination date for Services and any other amounts Client has agreed to pay under this Agreement. Unpaid amounts shall continue as obligations of Client beyond the termination of this Agreement. Upon termination of this Agreement, it shall be Client's responsibility to notify all covered employees that Coverage has terminated and use of the ATTENTIVE portal and any other Services provided by ATTENTIVE, will no longer be available for use.

VI. INDEMNIFICATION

- A. ATTENTIVE agrees to indemnify, hold harmless, protect and defend Client, all of Client's subsidiaries, affiliates and parent entities and their shareholders, agents, attorneys and employees from all claims, out-of-pocket expenses, reasonable attorney's fees and court costs, damages (including compensatory and punitive damages) and liabilities arising from or related to (i) acts, errors or omissions, (whether negligent or willful) by ATTENTIVE while performing Services under this Agreement; (ii) violations of any statute, law or regulation by ATTENTIVE's PCMP, Section 125 documents or SIMRP; or (iii) ATTENTIVE's failure to perform any of its obligations under this Agreement.
- B. Client agrees to indemnify, hold harmless, protect and defend ATTENTIVE, all of ATTENTIVE's subsidiaries, affiliates and parent entities and their partners, agents, attorneys and employees from all claims, reasonable attorney's fees and court costs, out-of-pocket expenses, damages (including compensatory and punitive damages) and liabilities arising from or related to; (i) acts, advice, errors or omissions (whether negligent or willful) by Client or by an employee pertaining to performance under this Agreement; (ii) violations of any statute, law or regulation by Client or Client's employee; (iii) Client's failure to perform any of its obligations under this Agreement; or (iv) failure by Client to authorize or make payments due to employees under any law or under a policy or agreement with Client, such as pay for commission, bonuses, taxes, profit sharing, severance, other compensation, vacation or other paid time off.
- C. All indemnity obligations hereunder are without monetary limit and without regard to the cause thereof, including the negligence of either party, whether the negligence is sole, joint, comparative or contributory. If such indemnification is for any reason insufficient to hold the indemnitee harmless, the indemnitor agrees to contribute to the losses involved in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by each party with respect to the matters contemplated by this Agreement or, if such allocation is judicially determined to be unavailable, in such proportion as is appropriate to reflect the relative benefits and equitable considerations such as the relative fault of the parties. The indemnification provisions of this Agreement shall survive indefinitely the expiration or other termination of this Agreement.

VII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to principles of conflicts of law. Client hereby irrevocably submits itself to the personal jurisdiction of the courts in and for Marshall County, Alabama or in the United States District Court, Northern District of Alabama, Middle Division, and Client hereby waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action in such court and any claim that any such action, suit or proceeding ("Action") has been brought in an inconvenient forum. The parties desire to have any Action filed by either of them to be tried before a judge or judicial panel without a jury, and therefore: (i) agree not to elect a trial by jury of any issue triable of right by jury, and (ii) waive

any right to trial by jury fully to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily, by each of the parties hereto, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Client hereby certifies that no representative or agent of ATTENTIVE has represented, expressly or otherwise, that ATTENTIVE will not seek to enforce this waiver of right to trial by jury.

VIII. INTEGRATION

This Agreement, and any signed addendum attached hereto, constitutes the entire agreement between the parties with regard to this subject matter and supersedes any and all agreements, whether oral or written, between the parties with respect to this subject matter. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement, including but not limited to any statement made by any employee or marketing agent of ATTENTIVE. Client acknowledges that ATTENTIVE has made no representation that ATTENTIVE's Services will improve the performance of Client's business.

IX. SEVERABILITY:

Should any term, condition or provision of this Agreement be held to be unenforceable, the balance of this Agreement shall remain in force as if the unenforceable part did not exist. The captions in this Agreement are provided for convenience only and are not part of the terms and conditions of this Agreement.

X. MODIFICATION:

Except as otherwise provided in this Agreement, ATTENTIVE may amend the terms and conditions of this Agreement by giving 30 day's advance written notice to Client, and Client shall then have the option to terminate the Agreement in its sole discretion if such changes are not acceptable by providing written notice within 30 days of having received the advance written notice from ATTENTIVE. Any other modifications to this Agreement must be in writing and executed by Authorized Representatives of both parties to be enforceable.

XI. REMEDIES NOT EXCLUSIVE:

The rights and remedies provided herein shall not be exclusive and both parties shall have rights and remedies now or hereafter provided by law in addition to those provided for in this Agreement. Institution of an action to effect collection of payment of an amount in default or the entry of a judgment in such action shall not be deemed to be an election by Attentive nor shall it bar Attentive from pursuing other remedies available to it at law or in equity.

XII. TIME OF ESSENCE

Time of performance by the Parties is of the essence.

XIII. ATTORNEY'S FEES:

If either party refers a matter to a collection agency or brings other action as a result of a

Breach of this Agreement, the prevailing party in such collection proceeding or action shall be entitled to reimbursement for its reasonable attorney's fees and other costs and fees incurred in such collection or action in addition to any other relief to which the party may be entitled.

XIV. NO PARTNERSHIP OR AGENCY:

Nothing set forth herein shall be deemed to create a partnership or joint venture between Client and ATTENTIVE, and no fiduciary duty shall arise from the relationship created herein. In no event may either party act as the agent of the other party unless specifically authorized in writing to do so.

XV. TRANSFERABILITY:

Client shall not transfer or assign its rights or obligations hereunder. ATTENTIVE reserves the right to transfer its rights, duties and obligations hereunder.

XVI. NOTICES:

Any notices under this Agreement shall be in writing and deemed given; (i) on the delivery date if delivered personally or by local commercial delivery service or if sent by facsimile transmission with printed verification of delivery; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iii) five businessdays after mailing date whether or not actually accepted by addressee, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of delivery for which a receipt is available.

Client agrees to abide by this Master Service Agreement and to assist ATTENTIVE's representatives with compliance by ensuring all employees are seen and proper deductions and/or waivers of participation for each employee, are made.

The signatures on behalf of ATTENTIVE and Client below constitute execution of this Master Service Agreement.

ATTENTIVE, LLC

Client

Authorized Signature

Client Company Legal Name

Typed / Printed Name and Title

Typed / Printed Name and Title

Date

Authorized Signature

Date