

COUNTY COMMISSION OF LEWIS COUNTY

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



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

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, NOVEMBER 14, 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:

No Appointments Scheduled

CORRESPONDENCE & INFORMATION:

- 3. Upshur County Commission Meeting Agenda:** The November 2, 2023 Upshur County Commission meeting agenda is presented for review. (*information only*)
- 4. Lewis – Gilmer E911 Monthly Report:** The October 2023 Lewis – Gilmer E-911 report is presented for review. (*information only*)
- 5. State of WV Department of Health and Human Resources Additional Guidance:** Distribution of funds from Emergency Medical Services Salary Enhancement Fund additional information. (*information only*)
- 6. State of West Virginia Division of Corrections & Rehabilitation:** The Regional Jail Invoice for the month of October, 2023 in the amount of \$53,821.30 is presented for review. The invoice amount for September 2023 was \$43,405.68 and the invoice amount for October 2022 was \$65,571.75. (*information only*)

7. **Lewis County Sheriff's Financial Statement:** Lewis County Sheriff, David Gosa, presents the October, 2023 Sheriff's Monthly Financial Statement for review. *(information only)*
8. **Lewis County Sheriff's Mileage Report:** The Lewis County Sheriff's Mileage Report for the month of October 2023 is presented for review. *(information only)*
9. **Coal Bed Methane Servance Tax:** Lewis County received the October Coal Bed Methane Servance Tax for the month of October, 2023 in the amount of \$5,604.53. Last year Lewis County received \$8,197.76. *(information only)*
10. **Board(s) and Committee(s) Reports:** Commission will give reports on any Board(s) or committee(s) meetings attended including: Rotary, Hubcap, Lewis County First, Jane Lew Fire Department Cash Bash, Region VII Council Meeting, National Association of Counties, LC Convention and Visitors Bureau, Fire Board, Blueprint Trail, WV Broadband Council, PEIA meeting, Lewis County Chamber of Commerce Annual Gala, etc. *(information only)*

BUSINESS:

11. **Lewis -Gilmer E-911 Resignation:** Donovan Trippett submitted a resignation from the position of telecommunicator on October 29, 2023. *(action required)*
12. **Lewis County Sheriff's Department Letter of Resignation:** The Commission will consider the resignation of Deputy Dakota Shipman with an effective date of November 19, 2023. *(action required)*
13. **Lewis County Commission Employee Covid 19 Policy:** The Commission will consider approving the Covid Leave Policy Update Notice as presented. *(action required)*
14. **Frontier Telephone Equipment Purchase, Installation, Maintenance and Software Contract for E-911 Center:** The Commission will consider the Frontier Telephone Maintenance and Software Three (3) Year Contract in the amount of \$447,302.49 contingent upon a yearly opt-out clause. *(action required)*
15. **Proclamation Honoring Veterans:** The Lewis County Commission will consider executing a proclamation honoring Veterans. *(action required)*
16. **U.S. Environmental Protection Agency Federal Grants and Cooperative Agreement:** The Commission will consider the Federal Financial Report for the Brownfields & Redevelopment Section Report. *(action required)*
17. **Time Sheets and Leave Requests:** Barbara Winans Annual Leave, Ray Smith Annual Leave, Sherry Rogers Annual Leave Sick Leave *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

18. **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)*
19. **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)*
20. **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*)

21. 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:

22. 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

REMINDER: NO COMMISSION MEETING NOVEMBER 21, 2023

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](tel:272564045) to enter the conference call.
- Date of Meeting: November 2, 2023
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• October 26, 2023
- 9:15 a.m. Bid opening and potential award -- one truck for the Upshur County Maintenance Department. *
- 9:30 a.m. Chief JB Kimble, Buckhannon Fire Department – Discuss implementing a regional Peer Support Group for multiple agencies and multiple jurisdictions utilizing Crisis Response Grant Funds. *
- 10:15 a.m. Isaac Casto, Executive Director Upshur County Parish House -- Provide an update regarding services offered and immediate local needs.
- 10:45 a.m. Jason Jett, 2nd Vice President of the Fred Brooks Garden Club – discuss upcoming projects. *

Items for Discussion / Action / Approval:

1. Approval and signature of Resolutions to create two checking accounts designated as Fund #40 Opioid Settlement Fund and #41 County Fire Protection Fund per WV Senate Bill 1021. * [Page 3](#)
2. Discuss appointing Sheriff John Michael Coffman to the Enhanced Emergency Telephone Advisory Board, as law enforcement representative, effective immediately. *
3. Approval and signature of the FY 2023 Homeland Security Grant Program (LE) Award, Conditions and Assurances, and Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements. The award amount is \$80,000 and will be used to install In-car Camera Systems in vehicles located within the Upshur County Sheriff's Department. * [Pages 4-12](#)
4. Correspondence from Circuit Clerk, Brian Gaudet, requesting approval to hire Cynthia D. Grey as full-time Deputy Circuit Clerk, effective November 13, 2023, pending background check. *
Item may lead to Executive Session per WV Code §6-9A-4 A [Under separate cover](#)
5. Approval of Upshur County Department of Homeland Security and Emergency Management volunteers:
 - a) Gerald Thompson*
 - b) John Bess*
 - c) Mary Dean*
 - d) Micah Burgett*
 - e) Cyrus Thompson*
 - f) Chrissy Sandy*

[Under separate cover](#)

6. 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. Upshur County Mileage Reports – September, 2023

- Addressing and Mapping Page 13
- Dog Pound Page 14
- Emergency Management Page 15
- Maintenance Page 16-18
- Parks & Recreation Page 19
- Sheriff Page 20
- Upshur 911 Page 21

2. Public Notices:

a) Newsletters and/or Event Notifications:

- None

b) Agendas and/or Notice of Meetings:

- City Council of Buckhannon November 2, 2023 Page 22

c) Meeting Minutes:

- None

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

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

or go to www.upshurcounty.org and click on the board meetings calendar box on the main page.

3. Appointments Needed or Upcoming:

- None

****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or chughes@upshurcounty.org. 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)

None

Next Regular Meeting of the Upshur County Commission
November 16, 2023 --- 9:00 a.m.
Upshur County Courthouse Annex
The meeting for Thursday, November 9, 2023 has been cancelled.

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	459	482	427	369			3973
10	WESTON PD		182	210	241	243	178	231	201	260	218	219			2183
250	WVSP WESTON		118	132	155	172	189	168	174	143	101	158			1510
230	LEWIS NRP		16	13	26	46	29	42	53	34	37	33			329
208	LEWIS EMS		292	243	307	240	275	306	311	316	259	249			2798
201	WESTON FD		94	84	130	117	96	126	132	124	115	110			1128
202	JANE LEW FD		16	30	61	35	68	58	68	54	67	47			504
203	PRICETOWN FD		12	18	22	28	20	23	27	20	24	23			217
204	WALKERSVILLE FD		15	14	17	15	13	26	19	26	19	13			177
205	JACKSON MILL FD		22	26	45	19	32	18	25	21	15	24			247
206	MIDWAY FD		2	2	10	7	1	3	6	8	7	1			47
	ANIMAL CONTROL		37	41	40	38	43	69	58	71	55	61			513
	DOGS PICKED UP		7	5	8	8	10	18	13	34	9	28			140
	OTHERS PICKED UP		12	19	12	1	12	3	10	9	2	6			86
															Total
															13626

GILMER COUNTY															
104	GILMER SHERIFF		37	54	79	61	66	49	42	59	45	31			523
102	GLENVILLE PD		76	101	76	55	98	143	119	94	80	85			927
103	GSU PD		4	2	4	6	1	0	1	13	5	1			37
150	WVSP GLENVILLE		38	42	54	57	57	40	60	45	57	43			493
130	GILMER NRP		0	3	5	11	1	2	5	3	1	3			34
175	GILMER EMS		118	147	129	90	111	89	113	91	96	78			1062
101	GLENVILLE FD		21	26	29	42	29	20	55	14	29	17			282
105	NORMANTOWN FD		5	3	4	15	5	1	6	1	5	3			48
106	SAND FORK FD		16	22	27	30	20	11	41	8	22	13			210
107	CEDARVILLE FD		2	15	9	12	3	8	16	2	11	3			81
108	TROY FD		4	15	11	13	3	7	21	4	11	4			93
	ANIMAL CONTROL		0	0	2	0	1	0	2	2	2	0			9
															Total
															3799

Total by Month 1419 1551 1937 1758 1796 1874 2037 1938 1719 1622 0 0

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

ZACH'S COUNTY	4	2	5	5	4	7	7	6	7	6	53
ZACH'S OWNER	2	2	0	2	4	2	1	0	2	1	16
ZACH'S SERVICE	0	0	1	1	1	2	2	1	0	2	10
ZACH'S TOTAL	6	4	6	8	9	11	10	7	9	9	79
A & S COUNTY	4	2	5	6	4	8	6	6	8	6	55
A & S OWNER	1	0	1	1	3	7	3	4	3	2	25
A & S SERVICE	0	0	1	1	1	1	2	1	1	1	9
A & S LARGE	1	0	1	0	1	0	0	1	1	0	5
A & S TOTAL	6	2	8	8	9	16	11	12	13	9	94
HITT'S COUNTY	4	1	6	5	4	7	7	6	7	6	53
HITT'S OWNER	3	2	1	1	5	0	0	4	3	0	19
HITT'S SERVICE	0	0	1	1	1	2	2	1	0	2	10
HITT'S TOTAL	7	3	8	7	10	9	9	11	10	8	82
LIPP'S COUNTY	4	2	5	6	4	8	6	7	7	6	55
LIPP'S OWNER	1	0	1	1	1	0	0	2	2	0	8
LIPP'S SERVICE	1	0	1	1	1	1	2	1	1	1	10
LIPP'S LARGE	1	0	2	0	1	0	0	1	1	0	6
LIPP'S TOTAL	7	2	9	8	7	9	8	11	11	7	79
TOLANDS COUNTY	4	1	6	5	4	8	6	7	7	6	54
TOLANDS OWNER	0	2	2	0	0	0	0	3	1	2	10
TOLANDS SERVICE	0	1	1	1	2	2	2	1	0	2	12
TOLANDS TOTAL	4	4	9	6	6	10	8	11	8	10	76
VALLEYCHAPEL COUNTY	4	2	6	5	4	8	6	7	7	6	55
VALLEYCHAPEL OWNER	1	2	1	0	5	1	2	1	1	2	16
VALLEYCHAPEL SERVICE	0	1	1	1	2	1	2	1	1	2	12
VALLEYCHAPEL LARGE	1	0	1	0	1	0	0	1	1	0	3
VALLEYCHAPEL TOTAL	6	5	9	6	12	10	10	10	10	10	88
GILMER COUNTY											
GLEN- AUTO COUNTY	6	3	1	4	2	3	5	3	2	3	32
GLEN- AUTO OWNERS	3	2	1	2	5	2	2	1	6	1	25
GLEN- AUTO SERVICE	0	0	1	1	0	0	0	0	0	0	2
GLEN- AUTO TOTALS	9	5	3	7	7	5	7	4	8	4	59
A and S COUNTY	5	3	1	5	2	2	6	2	3	3	32
A and S OWNERS	0	0	0	0	1	1	0	0	3	0	5
A and S SERVICE	0	1	1	1	0	0	0	1	0	0	4
A and S LARGE	1	0	0	0	0	0	1	0	4	0	6
A and S TOTAL	6	4	2	6	3	3	7	3	10	3	47

2023 LEWIS-GILMER E-911 TELETYPE REPORT

LEWIS		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
LC SHERIFF	10-27	140	111	120	112	123	98	101	97	91	88			1081
	10-28	122	98	89	81	73	95	94	84	81	79			896
	III & CIB	111	87	79	67	73	62	52	56	66	65			718
	OTHER	34	44	60	30	35	33	42	27	48	20			373
	DVP	14	15	23	28	30	22	39	38	30	22			261
WESTON PD	10-27	88	57	54	44	33	31	29	28	22	24			410
	10-28	101	97	51	39	41	31	29	27	20	26			462
	III & CIB	11	6	12	6	12	18	16	9	13	13			116
	OTHER	16	21	15	17	25	7	4	13	4	0			122
	DVP	7	4	7	9	4	5	5	15	8	4			68
WVSP	10-27	31	24	13	18	12	14	9	11	23	6			161
	10-28	20	19	12	11	17	16	8	6	0	8			117
	III & CIB	14	9	11	6	6	5	0	2	0	3			56
	OTHER	1	2	0	3	5	3	0	9	1	0			24
	DVP	4	16	21	9	21	10	7	6	12	16			122
NRP	10-27	2	1	2	8	1	8	6	8	9	0			45
	10-28	5	2	7	13	0	7	4	6	0	24			68
	III & CIB	4	0	0	0	0	5	2	1	0	0			12
	OTHER	19	0	0	1	1	1	1	1	3	0			27
	DVP	4	3	0	6	3	2	3	9	2	7			39
PROSECUTOR	10-27	0	0	2	0	0	0	0	0	0	0			2
	10-28	0	0	0	0	0	0	0	0	0	0			0
	III & CIB	31	16	16	21	14	13	15	18	26	19			189
	OTHER	0	0	0	0	0	0	0	0	0	0			0
	DVP	0	0	0	0	0	0	0	0	0	0			0
PROBATION	10-27	3	8	2	1	0	0	0	0	3	0			17
	10-28	0	0	0	0	0	0	0	0	0	0			0
	III & CIB	22	12	7	0	14	0	0	0	19	0			74
	OTHER	0	0	0	0	0	0	0	1	0	0			1
	DVP	0	0	4	0	0	0	0	0	0	2			6
SWJS PARK	10-27	0	0	0	0	0	0	0	0	0	0			0
	10-28	0	0	0	0	0	0	0	0	0	0			0
	III & CIB	0	0	0	0	0	0	0	0	0	0			0
	OTHER	0	0	0	0	0	0	0	0	0	0			0
	DVP	0	0	0	0	0	0	0	0	0	0			0
FAMILY COURT	III & CIB	0	0	0	0	0	0	0	0	1	0	0	0	1
DAY REPORT	10-27	0	4	0	0	0	0	0	0	0	0			4
	10-28	0	0	0	0	0	0	0	0	0	0			0
	III & CIB	0	0	0	146	4	0	0	3	0	0			153
	OTHER	0	0	0	0	0	0	0	0	0	0			0
	DVP	0	0	0	0	0	0	0	0	0	0			0
TOTAL TRANSACTIONS														5625



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Bureau for Public Health
Office of Emergency Medical Services

Sheri A. Young, DO, MBA, FAAFP
Interim Cabinet Secretary

Matthew Q. Christiansen, MD, MPH
Commissioner & State Health Officer

Monday, October 30, 2023

The Honorable County Commission of Lewis County,

Re: Distribution of Funds from Emergency Medical Services Salary Enhancement Fund

I am writing to provide additional guidance surrounding the distribution of funds from the Emergency Medical Services Salary Enhancement Fund as provided in West Virginia Code of State Rules § 64-116-1 *et seq.*

The rule encourages the formation of crisis response teams by emergency medical services region through a collaborative approach amongst county commissions. In that regard, counties that have one or more members serving on a crisis response team are eligible to receive funding based on the formula specified in subsection 4.4.1 of the rule.

Relating to the distribution of salary enhancement funds, if a county has more than one ambulance transporting agency, the county commission is responsible for distributing funds among these agencies. The distribution should be based on a percentage allocation determined by the 911 call volume of each agency. It is important to note that active EMS personnel are presumed to receive salary supplementation funds from their primary agency and it is encouraged, although not required, that salary enhancement funds be prioritized among those providers who have been employed by an agency for six months or longer to encourage retention.

Finally, counties that receive funds in accordance with this rule need to complete and submit a post-fund distribution assessment that will be supplied at a later date. Failure to do so may result in disqualification from receiving salary supplementation funds in the following calendar year.

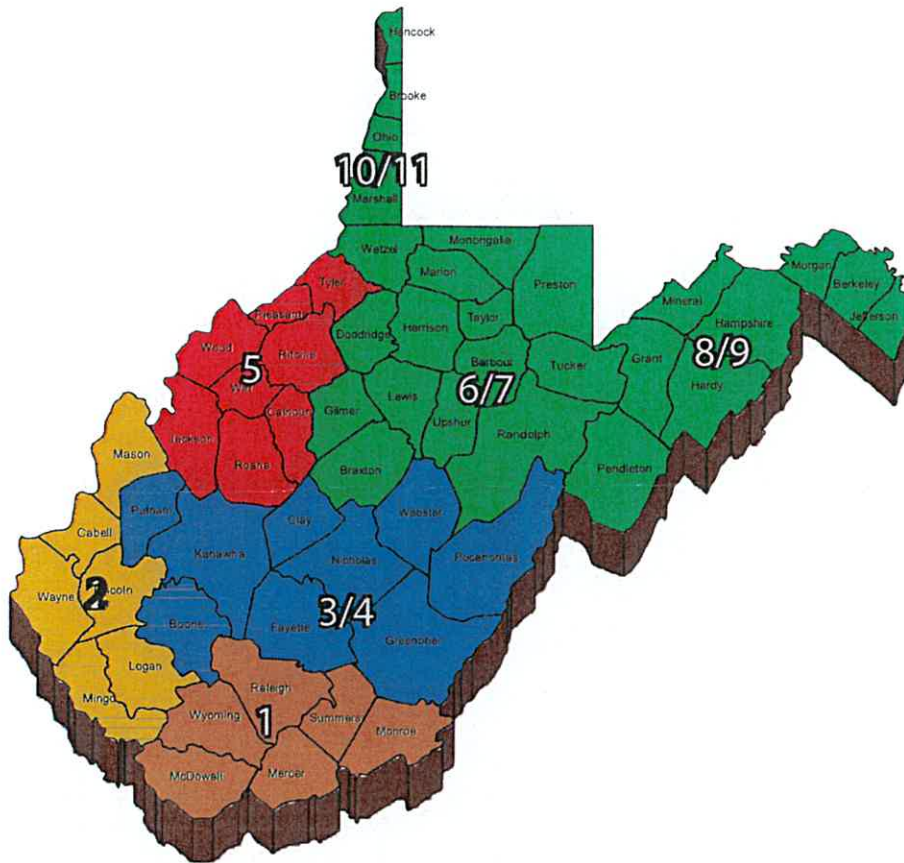
Thank you for your cooperation in ensuring a fair and equitable distribution of these funds. If you have any questions or require further clarification, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "JR", written over a light blue horizontal line.

Joseph Ratliff, BA, FP-C
Director
West Virginia Office of Emergency Medical Services

West Virginia Medical Command System



Region 1 - Regional Command

Location: Raleigh General Hospital
 1-304-256-4374
 1-800-367-2690

Participating hospitals:
 Raleigh General Hospital

Region 2 - Huntington Medical Command

Location: Cabell Huntington Hospital
 1-304-526-2314
 1-800-654-5767

Participating hospitals:
 Cabell Huntington Hospital
 St. Mary's Hospital

Region 3/4 - Charleston MedBase

Location: CAMC General Hospital
 1-304-388-6002
 1-800-346-4206

Participating hospitals:
 CAMC General Hospital

Region 5 - Medical Coordination Center

Location: Sutton MCC
 1-304-765-4500
 1-866-893-7266

Participating hospitals:
 Camden Clark Memorial Hospital

Regions 6/7, 8/9, and 10/11 - WVUH Medical Command

Location: WVU Hospital
 1-304-598-4100
 1-866-244-5027

Participating hospitals:
 WVU Hospital
 Weirton Medical Center
 Wheeling Hospital
 Ohio Valley Medical Center
 Reynolds Memorial Hospital
 Wetzel County Hospital
 City Hospital

WV Regional Jail and Correctional Facility
 1409 Greenbrier Street
 Charleston, WV 25311

Statement

Date
10/31/2023

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

		Amount Due	Amount Enc.
		\$53,821.30	
Date	Transaction	Amount	Balance
10/31/2023	INV #10123302D. Due 10/31/2023. Orig. Amount \$53,821.30. --- Inmate Days - County-Discounted, 1,235 @ \$43.58 = 53,821.30	53,821.30	53,821.30

I. Unless otherwise specified by law or rule, whenever payments are received from any customer as payment for outstanding invoices and/or credits are present for DCR jail beds, the payment or credit will be applied as indicated in writing by the customer. II. If the customer wishes to specify how funds or credits are to be applied, the request must be in writing by the customer at the time payment is submitted, within 90 days after payment is received by DAS, when credit appears on the customer statement, or by end of the fiscal year. III. Unless written specification is provided otherwise, it is DAS policy to apply the payment or the credit to the oldest undisputed outstanding amount(s) first. Applying the funds or credits to the oldest undisputed outstanding amount(s) assists the customer to be as current as possible to place them in the best possible position to qualify for disbursements from the Jail Operations Partial Reimbursement Fund, as noted in West Virginia Code §15A-3-17.

Amount Due
\$53,821.30



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



BETSY C. JIVIDEN
COMMISSIONER

JEFF S. SANDY, CFE, CAMS
CABINET SECRETARY

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

THE HONORABLE AGNES QUEEN, PRESIDENT
LEWIS COUNTY COMMISSION
LEWIS COUNTY COURTHOUSE
WESTON, WV 26452

Statement Number: 101222a8e
Statement Date: 11/3/2022
Month Of Service: October, 2022

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 for the month of October, 2022. 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: October

NUMBER OF INMATE DAYS: 1359

PER DIEM RATE: \$48.25

AMOUNT DUE - October, 2022 \$65,571.75

This statement amount is due and payable upon receipt.

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

Lewis County Financial Statement
Month Ending- October 2023

Lewis County
11/07/2023 @ 01:52:20 PM

	Beginning Balance	All Other Revenues	All Taxes Collected	Less: Orders Issued	Ending Balance
General County	4,913,593.98	\$2,137,736.04	\$617,116.80	\$846,184.63	6,822,262.19
Coal Severence	21,136.27	\$14,655.78	\$0.00	\$0.00	35,792.05
General School	59,257.43	\$4,761.95	\$0.00	\$0.00	64,019.38
Magistrate Court	2,454.30	\$1,355.30	\$0.00	\$1,789.00	2,020.60
Worthless Check	12,012.70	\$56.65	\$0.00	\$0.00	12,069.35
Dog and Kennel	24,405.19	\$1,893.67	\$0.00	\$642.32	25,656.54
Home Detention	42,072.22	\$5,462.22	\$0.00	\$0.00	47,534.44
Emergency 911 Fund	3,726,434.52	\$48,829.05	\$0.00	\$108,939.67	3,666,323.90
Lewis County Aquatic Fund	563,789.82	\$1,483.38	\$0.00	\$0.00	565,273.20
Citizens Education	20,949.27	\$5,181.50	\$0.00	\$868.98	25,261.79
Federal Equitable	0.71	\$0.00	\$0.00	\$0.00	0.71
Fire Fees	0.00	\$1,958.95	\$0.00	\$1,958.95	0.00
Sheriff Special Account-State	28,607.71	\$17,614.70	\$0.00	\$9,186.00	37,036.41
County Building	502,686.82	\$735.94	\$0.00	\$0.00	503,422.76
Board of Health	737,080.94	\$137,328.19	\$0.00	\$140,644.64	733,764.49
Tax Lien	151,432.16	\$2,255.08	\$0.00	\$500.00	153,187.24
Delinquent Nonentered	31,335.40	\$0.00	\$0.00	\$0.00	31,335.40
Concealed Weapons	50,967.31	\$312.95	\$0.00	\$0.00	51,280.26
Assessor Valuation	263,631.26	\$6,892.09	\$0.00	\$26,566.14	243,957.21
Voters Resistration	5,044.47	\$0.00	\$0.00	\$0.00	5,044.47
State Current	0.00	\$23.11	\$2,417.63	\$2,440.74	0.00
Criminal Charges	0.00	\$130.00	\$0.00	\$130.00	0.00
Court Reporter	0.00	\$25.00	\$0.00	\$25.00	0.00
State Police	0.00	\$125.00	\$0.00	\$125.00	0.00
Vehicle License - DMV	0.00	\$25,348.70	\$0.00	\$25,348.70	0.00
State Fines	0.00	\$450.00	\$0.00	\$450.00	0.00
Jury Fund	0.00	\$0.00	\$0.00	\$0.00	0.00
WV Deputies Fund	501.50	\$397.00	\$0.00	\$497.00	401.50
General Current Expenses	0.00	\$9,009.46	\$792,572.96	\$801,582.42	0.00
Excess Levy	0.00	\$328,113.83	\$99,825.37	\$427,939.20	0.00
Weston Current	0.00	\$246.06	\$25,736.50	\$25,982.56	0.00
Jane Lew Current	0.00	\$29.65	\$3,101.00	\$3,130.65	0.00
County Clerk Election Administration	1,269.72	\$443.84	\$0.00	\$0.00	1,713.56
County Clerk Real Property E-Record	1,269.72	\$443.84	\$0.00	\$0.00	1,713.56
LC Blueprint Community	44,397.38	\$0.00	\$0.00	\$687.06	43,710.32
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
ARPA - PILT	\$131,799.01	\$346.65	\$0.00	\$0.00	\$132,145.66
American Rescue Plan	\$2,824,266.89	\$7,428.21	\$0.00	\$0.00	2,831,695.10
Certified to State	\$208,571.10	\$7,659.07	\$0.00	\$0.00	216,230.17
Totals	\$14,368,967.80	\$2,799,706.63	\$1,540,770.26	\$2,456,592.43	\$16,252,852.26

Balance in county depositories - End of Month

Less: Orders Outstanding

Add: Deposits in Transit

Cash in Office at End of Month

Misc. Adjustments (+ or-)

\$17,849,981.82

\$2,431,149.21

\$830,519.65

\$3,500.00

Bank Errors

Bank Errors

Bank Errors

Total

True Balance

\$16,252,852.26

Total in county Depositories and Office

\$16,252,852.26

I, D. G. ... 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, County

Difference

Dated and sworn to on this date.

October 2023 MILEAGE REQUEST

UNIT LIC.

150 D. Gosa / Vin. A42305 / 1236 – 21 SUV 43605

151 M. Cayton / Vin. A42304 / 1235 – 21 SUV 43209

152 Z. Lopez / Vin. A18031 / 4105 – 20 SUV 32202

153 B. Hendershot / Vin. A42303 / 1696 – 20 SUV 20697

154 B. Newbrough / Vin. A18030 / 1232 – 20 SUV 41411

155 D. Shipman / Vin. BO4451 / 4220 – 21 SUV 43950

156 M. Ayooob / Vin. A40308 / 2966 – 22 SUV 26208

157 J. Johnmeyer / Vin. 106495 / 3929 – 18 TAURUS 67640

158 D. Cooley / Vin. A48451 / 1241 – 22 SUV 20805

159

160

161

170 C. Kirkpatrick / Vin. C62863 / 1234 – 20 SUV 31805

171 C. Matheny / Vin. B29979 / 3841 - 22 SUV 23998

172 T. Lafever / Vin. A78623 / 3370 - 14 SUV 112289

173 J. Jenkins / Vin. 568479 / 6LB-698 - 17 JEEP 58664

174 R. Bush / Vin. 179324 / 4287 - 17 JEEP 32578

175 D. Cayton / Vin.319897 / 3258 - 14 CHARGER 52059

1500 Dep. Reserves / Vin. 116126 / 1910 -13 INTERCEPTOR 117306

1500 Dep. Reserves / Vin. 553134 / 1233 - 10 NITRO 78483

1500 Dep. Reserves / Vin. 553135 / 2726 - 11 NITRO 64421

Spare / Vin. 106494 / 3930 - 18 INTERCEPTOR 74280

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

Thank You

srogers lewiscountywv.org

From: Tina Helmick
Sent: Tuesday, November 7, 2023 9:30 AM
To: srogers lewiscountywv.org
Cc: aqueen4500@aol.com; bobbystewart00@gmail.com; 'centralwv@yahoo.com'
Subject: FW: Coal Bed Methane Severance Tax

From: afarnsworth lewiscountywv.org <afarnsworth@lewiscountywv.org>
Sent: Tuesday, November 7, 2023 9:03 AM
To: Tina Helmick <thelmick@lewiscountywv.org>
Subject: Coal Bed Methane Severance Tax

Hi, we received the Coal Bed Methane Severance Tax in October in the amount of \$5604.53. Last year we received \$8197.76. Can you please add this to one of the next agendas?
Thanks!

Amanda Farnsworth
Lewis County Assistant Chief Tax Deputy
110 Center Ave
Weston, WV 26452
Phone 304-269-8222
Fax 304-269-8698

On Sunday October 29, 2023 @ 1220 Donovan Trippett's family had pulled up outside in a van. Donovan said something and got up from position took his cup, stopped at his locker and then went outside. A few minutes later we noticed that Donovan had not come back inside and the van had left. We checked outside in parking lot and on porch and Donovan was not around. Checked his locker and inside was his ID/Keycard.

Ruth Stinson
Martha Jettman

13:00

90



Donovan Trippett

Active now

Just to let you know I left and I won't be coming back in I have the up most respect for you all and the job you do but it's just not working out for me everytime I feel I'm making progress I get told all the stuff I'm doing wrong then when I try to fix that I get frustrated at myself and screw everything else up I appreciate the opportunity it just isn't for me



Ok sir. I'll do the paperwork tomorrow

Sent

Q W E R T Y U I O P

A S D F G H J K L

↑ Z X C V B N M ↵

123 space return

😊 🎤



Lewis County Sheriff's Department



Deputy D. C. Shipman

117 Court Ave
Weston, WV 26452
Phone: (304) 269-8251

Email: dshipman@lewiscountywv.org
Fax: (304)269-2644

11/06/2023

To whom it may concern,

This letter is to formally notify you that I'm resigning from my position as a Deputy at the Lewis County Sheriff's Department. My last day will be Sunday, November 19, 2023.

Thank you for the opportunity to work here for the past 4 years. I have greatly appreciated my time here learning how to be a good law enforcement officer, and I am grateful for all of the opportunities and training that I have received. My career goals have changed since I started working here, and I feel that the time has come for me to pursue another opportunity that is more aligned with my new aspirations.

During the next two weeks, I'll do everything possible to wrap up my duties. Please let me know if there's anything else I can do to help out during the transition.

Thank you,

Dakota Shipman



NOTICE

To: Employees
From: Lewis County Commission
CC:
Date: October 31, 2023
Re: COVID Leave/Policy Update

On May 11, 2023, the Centers for Disease Control and Prevention (CDC) marked the end of the federal COVID-19 Public Health Emergency (PHE) declaration. In light of this change, the Lewis County Commission is revoking all previous COVID policies/memos, including the Lewis County Commission COVID 19 Policy (Revised 2/02/2021), effective immediately.

Any employees who did not exhaust their COVID leave provided in the Lewis County Commission COVID 19 Policy (Revised 2/02/2021), will be given until February 28, 2024 to use any remaining COVID leave. After February 28, 2024, any unused COVID leave will be forfeited. To be eligible for COVID leave, employees with any remaining COVID leave balance must provide written proof of diagnosis from a health care provider, including isolation dates and instructions. A picture of a home COVID test will not be accepted for the purposes of granting COVID leave.

Lewis County will follow the CDC isolation guidelines. If you have already used your COVID specific leave or it has expired, you must use your regular sick leave to isolate. If you do not have enough sick leave, you must take vacation leave or unpaid leave and follow the CDC isolation guidelines. It is the responsibility of Lewis County Commission to keep all staff as safe as possible; thus, we will continue to monitor and follow the CDC guidelines in order to do so.



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

Attachment 1

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

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

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

Note: Customer to provide Monitors

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

Network Equipment

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

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

Peripherals & Gateways

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

ALI/CAD Output

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

Cabinet & Peripheral Equipment

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

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

Material Summary	\$352,973.85
Labor, Misc., Warranty, Freight	\$94,328.64

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

Attachment 2 Scope of Work Installation Services

1. Overview.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Hardware, software, telecommunications or network technology not included in the original design.

- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.

- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.

- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

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

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

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

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

- Provide status to Customer SPOC per a mutually agreed schedule.

- Provide installation, configuration and testing of Equipment & licensed software.

- End user training per Section 5.

- Basic system administration training per Section 5.

- Provide system documentation to Customer.

- Provide support contact information to Customer to respond to questions during the installation project.

- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.

- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

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

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.

- Ensure that Customer Information Technology resources will be available as required by Frontier.

- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).

- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.

- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.

- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.

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

5. Training.

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

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

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

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

6. Exceptions and Additional Scope Elements. Notwithstanding

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

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

**Attachment 3
Maintenance Services**

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

Service Limitations and Conditions:

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

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

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

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

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

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

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

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

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

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

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

Customer Information:

Installation Site: 476 US Highway 19N, Weston, WV 26452
 Billing Address: 201 Orchard Street, Weston, WV 26452
 Single Point of Contact ("SPOC"): Director James Gum
 Schedule Type/Purpose: Order for new Services

Schedule Date: October 11, 2023
 Requested Install Date: select , 20
 Phone: 304-269-8241

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

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

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

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



Equipment Purchase, Installation, Maintenance Schedule

Frontier Confidential

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

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

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

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

Frontier Communications of America, Inc.	Lewis County Commission
Frontier's Signature:	Customer's Signature:
Printed Name:	Printed Name: Agnes Queen
Title:	Title: President
Date:	Date:

Proclamation

WHEREAS, the Lewis County Commission has a deep appreciation and respect for our nation's military members and veterans; and

WHEREAS, their willingness to give freely and unselfishly of themselves, in defense of our country has given citizens the security we enjoy today; and

WHEREAS, on this special day, our hearts and thoughts turn to all the nation's veterans. Let us reflect on the great achievements of those whose sacrifices preserved our freedom; and

WHEREAS, with a spirit of pride and gratitude, let us remember their heroic accomplishments and thank them for their unselfish devotion to duty; and

WHEREAS, in honor of these dedicated men and women, we pledge continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of people dedicated to the principles of freedom and democracy; and

NOW, THEREFORE, The Lewis County Commission hereby honors our veterans , and encourages all citizens to pay tribute to these remarkable individuals. Given under our hands this 14th day of November 2023.

Agnes Queen
President

Rod Wyman
Commissioner

Bobby Stewart
Commissioner

Attest: _____
Cynthia Rowan, County Clerk

Federal Financial Report

(Follow form Instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted USEPA - Brownfields & Redevelopment Section		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) BF-95304901	
3. Recipient Organization (Name and complete address including Zip code)			
Recipient Organization Name: Lewis County Commission			
Street1: 110 Center Avenue, 2nd Floor			
Street2: 			
City: Weston		County: Lewis	
State: West Virginia		Province: 	
Country: 		ZIP / Postal Code: 26452	
4a. UEI 	4b. EIN 	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) 	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	8. Project/Grant Period From: 10/1/22 To: 9/30/25	9. Reporting Period End Date 09/30/23
10. Transactions			Cumulative
<i>(Use lines a-c for single or multiple grant reporting)</i>			
Federal Cash (To report multiple grants, also use FFR attachment):			
a. Cash Receipts			
b. Cash Disbursements			
c. Cash on Hand (line a minus b)			0.00
<i>(Use lines d-o for single grant reporting)</i>			
Federal Expenditures and Unobligated Balance:			
d. Total Federal funds authorized			500,000.00
e. Federal share of expenditures			27,069.37
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			27,069.37
h. Unobligated balance of Federal Funds (line d minus g)			472,930.63
Recipient Share:			
i. Total recipient share required			0.00
j. Recipient share of expenditures			0.00
k. Remaining recipient share to be provided (line i minus j)			0.00
Program Income:			
l. Total Federal program income earned			
m. Program Income expended in accordance with the deduction alternative			
n. Program Income expended in accordance with the addition alternative			
o. Unexpended program income (line l minus line m or line n)			

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Totals:				0.00	0.00	0.00

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official	
Prefix: <input type="text"/>	First Name: <input type="text"/>
Middle Name: <input type="text"/>	Last Name: <input type="text"/>
Suffix: <input type="text"/>	Title: <input type="text"/>
b. Signature of Authorized Certifying Official	c. Telephone (Area code, number and extension)
<input type="text"/>	<input type="text"/>
d. Email Address	e. Date Report Submitted
<input type="text"/>	<input type="text"/>
14. Agency use only:	



U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD October 1, 2022 – September 30, 2023		1B. REPORT TYPE <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)	
1C. Revision of a Prior Year Report? <input checked="" type="radio"/> No <input type="radio"/> Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.			
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER			
2B. RECIPIENT REPORTING CONTACT Name: Agnes Queen Email: aqueen4500@aol.com Phone: (304) 269-8200			
3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) (For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form. BF-95304901			
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) <input type="checkbox"/>			
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)			
	Construction	Non-Construction	Total
Total Procurement:	\$ _____	\$ \$ 27,069	\$ \$ 27,069
MBE/WBE Combined Procurement:	\$ _____	\$ \$ 0	\$ \$ 0
5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321. <input checked="" type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. <input type="checkbox"/> No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.		5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. <input checked="" type="checkbox"/> No MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified <input type="checkbox"/> Other:	
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE	
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE	

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (<https://www.epa.gov/grants/rain-2018-g04>). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is \$250,000, then if a recipient has \$300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is

maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement. Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

<https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

<https://www.epa.gov/grants/epa-dbe-program-coordinators>

C. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

*For SRF recipients: In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.