

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

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
MEETING AGENDA
TUESDAY, April 30, 2024**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

- 1. 10:00 AM** **Call Meeting to Order** (*action required*)
- 2. 10:00 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. 10:05 AM** **National Firefighter Day:** The Lewis County Commission will be asked to execute a proclamation in support of National Firefighter Day. (*action required*)
- 4. 10:10 AM** **National Day of Prayer:** The Commission will be asked to execute a proclamation for National Day of Prayer. (*action required*)
- 5. 10:15 AM** **Give Local Day:** The Commission will be asked to execute a Proclamation in support of the Lewis County Community Foundation Fund Give Local Day. (*action required*)
- 6. 10:20 AM** **Delinquent Estates:** Garold W. Morris II, Fiduciary Commissioner, will give an update on the status of delinquent estates brought before the County Commission's January 2, 2024 meeting. Two of the four estates will require further directives from the Commission. (*action required*)

CORRESPONDENCE

- 7. Upshur County Commission Meeting Agenda:** The April 25, 2024 Upshur County Commission meeting agenda is presented for review. (*information only*)

8. **26th Judicial Circuit Adult Drug Court Foundation:** The 26th Judicial Adult Circuit Drug Court Foundation submits a letter requesting consideration of \$15,000.00 of Opioid Settlement Funds. *(information only)*
9. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any board(s) or committee(s) meeting attended including: On Trac Luncheon, Volunteer Dinner, Dam Safety meeting, National Association of Counties Northeast Region, Lewis County Economic Development Authority, Jane Lew Comprehensive Plan Public Meeting, Hubcap, Election School, Courthouse Facilities meeting, WV Association of Counties, Lewis County Baseball Association Opening Day, Lewis County Sheriff Association Elimination Dinner, Region VII meeting, etc.

BUSINESS

10. **Lewis County Assessor, John Breen, Mapping Request:** Mr. Breen submits a request for a county wide aerial flyover for use in mapping. The request includes a joint venture for the Lewis County Commission, Lewis County 911, and the Lewis County Assessor's Office. The cost of the flyover for the year 2025 images is \$29,953.00. The cost requested from Commission is \$9,984.33. *(action required)*
11. **WV American Water Private Fire Service Agreement:** WV American Water Company submits three Private Fire Service Agreements covering the new E-911 Center. The cost of the estimate is \$42,000.00. *(action required)*
12. **Lewis County Park Director, Josh Hinchman Request to Hire:** Mr. Hinchman submits a request to hire Jason Soileau for the position of Seasonal Maintenance worker, at \$11.00 per hour for up to 40 hours per week. If approved the start date for this position will be May 1, 2024. *(action required)*
13. **Consideration of Meeting Cancellation:** The Commission will consider cancelling the meeting scheduled for Tuesday, May 14, 2024 due to the Primary Election. *(action required)*
14. **Time Sheets, Leave Requests:** Tina Helmick Sick Leave *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

15. **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)*
16. **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)*
17. **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)*
18. **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:

19. **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 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

No additional Meetings Scheduled



Proclamation

WHEREAS, the Lewis County Commission has a deep appreciation and respect for our Nation's firefighters; and

WHEREAS, firefighters' willingness to give freely and unselfishly of themselves to serve our community is to be commended; and

WHEREAS, everyday firefighters put their lives in immediate danger for the protection and safety of others; and

WHEREAS, National Firefighters Day provides a day to express appreciation for both active and retired firefighters and reflect on their heroism; and

NOW, THEREFORE, BE IT PROCLAIMED, The County Commission of Lewis County does hereby recognize May 4, 2024 as Firefighters Day.

Bobby Stewart
President

Rod Wyman
Commissioner

Agnes Queen
Commissioner

Attest: Cindy Rowan, County Clerk
April 30, 2024



Proclamation

WHEREAS, the National Day of Prayer is an annual day of observance held on the first Thursday of May; and

WHEREAS, this event was created in 1952 by a joint resolution of the United States Congress and signed into law by President Harry S. Truman; and

WHEREAS, the National Day of Prayer is dedicated for individuals to enter into prayer and meditation for the wisdom and guidance of our leaders; and

WHEREAS, on this day the importance of gratitude and thanksgiving for the freedoms enjoyed by all citizens is to be recognized; and

NOW, THEREFORE, BE IT PROCLAIMED, The County Commission of Lewis County does hereby designate Thursday, May 2, 2024, as the National Day of Prayer.

Bobby Stewart
President

Rod Wyman
Commissioner

Agnes Queen
Commissioner

Attest: Cynthia Rowan, County Clerk
April 30, 2024



Proclamation

WHEREAS, the Lewis County Community Foundation “Give Local Day” was established as a day of giving on the first Tuesday of May; and

WHEREAS, The Lewis County Community Foundation Fund is a permanent endowment of the Parkersburg Area Community Foundation that provides individuals the opportunity to give back to their local community, whether it be where they currently reside or where they have roots, helping to make a positive impact on the area for years to come; and

WHEREAS, the Lewis County Community Foundation, in partnership with the Parkersburg Area Community Foundation, has a shared goal to foster a culture of giving, to drive community progress, to empower local leadership, and to create lasting positive change in Lewis County; and

WHEREAS through the Lewis County Community Foundation “Give Local Day”, a 24-hour online fundraising campaign, donor gifts could be matched one to one, effectively doubling the donation and ensuring the contribution goes even further towards supporting Lewis County.

NOW, THEREFORE, BE IT PROCLAIMED, The Lewis County Commission does hereby proclaim the Annual Lewis County Community Foundation “Give Local Day” be recognized and celebrated on May 7, 2024, and we encourage all of Lewis County to contribute towards the betterment of the community on this special occasion.

Bobby Stewart
President

Rod Wyman
Commissioner

Agnes Queen
Commissioner

Attest: Cynthia Rowan, County Clerk
April 30, 2024

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: April 25, 2024
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - April 11, 2024
 - April 16, 2024 Special Meeting
- 9:15 a.m. Courthouse Stairwell Rehabilitation Project Bid Opening – No eligible bids
- 10:00 a.m. Public testing of voting machines in the County Clerk area.

Items for Discussion / Action / Approval:

1. Approval and signature of a Class 5 Underground Injection Control (UIC) Permit from the West Virginia Department of Environmental Protection Division of Water and Waste Management for the Upshur County Youth Camp. The permit will become effective on May 2, 2024 through April 1, 2029. The annual permit fee will be \$333 with a groundwater fee of \$15 for a total of \$348. Receipt of this permit and plan are designed to ensure that fluids injected underground will not endanger drinking water sources. * [Pages 4-27](#)
2. Review the Upshur County Safe Structures and Sites Enforcement Board Petition for Order filed March 18, 2024 --- Case Number 020824-02. The property is located in Warren Tax District – Tax Map 5B – Parcel Number 11 and owned by Gary Dwayne Bailey. Consider entering an Order Adopting Enforcement Agency Findings. * [Pages 28-30](#)
3. Approval and signature of the FY 25 Court Security Grant Application, Resolution and Assurances requesting funds to be utilized for various security enhancements throughout the Courthouse and Annex. * [Pages 31-43](#)
4. Approve election workers as needed throughout the election cycle for the May 14, 2024 Primary Election. * [Page 44](#)
5. Approval and signature of an agreement between The J.F. Allen Company and the Upshur County Commission regarding the transfer of permit holder for a WV/NPDES (National Pollutant Discharge Elimination System) permit. This transfer will accept responsibility, coverage, and liability for property located along Route 33, which was donated to the Upshur County Commission. * [Pages 45-46](#)
6. Approval and signature of a WV/NPDES (National Pollutant Discharge Elimination System) permit transfer application from the J.F. Allen Company to the Upshur County Commission for property located along Route 33 donated to Upshur County by the J.F. Allen family. The transfer of responsibility, coverage and liability for the site will be effective upon permit transfer approval by WV DEP. The cost for the name transfer is \$100 and the cost for permit reissuance is \$1750. * [Pages 47-49](#)
7. Consider the reappointment of Shane Whitehair to the Corridor H Authority. Upon approval, the term will be effective July 1, 2024 through June 30, 2028. * [Page 50](#)

8. Approval of seasonal employment of the Buckhannon-Upshur Recreational Park managers, lifeguards, admissions and concessions workers, effective May 5, 2024. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) [Under separate cover](#)
9. Approval of Department of Homeland Security & Emergency Management volunteer, Carlton Hewett. *
[Under separate cover](#)
10. 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. Grant Award Notice from the West Virginia Department of Economic Development regarding funding in the amount of \$252,500. from the Land & Water Conservation Fund (LWCF) for the rehabilitation of tennis courts at the Upshur County Park. The scope of work will consist of resurfacing and restriping 6 tennis courts to convert them to multi-purpose courts for tennis and pickleball play, along with installation of new fencing and the addition of ADA-accessible parking. [**Pages 51-92**](#)
2. Notification and Memorandum of Understanding from the Try This WV Granting Agency for a \$2000 award granted to the Upshur County Trails group for a "Repair & Race" program. The program is designed to repair trails and assist in hosting races and public events. [**Pages 93-97**](#)
3. Correspondence from the Monongalia County Commission regarding the West Virginia First Foundation Regional Director Reappointment. The letter outlines the next steps in appointing a Region 4 Director due to the current Director being appointed as the Executive Director for the WV First Foundation. The next regional meeting is planned for May 9, 2024. [**Pages 98-99**](#)
4. Announcement from the National Association of Counties (NACo) of the release of a children's book "The Marvelous Adventures of Countyland" to celebrate April as National County Government Month. [**Page 100**](#)
5. Release of the 1st Quarter of 2024 Volunteer Fire Department State Distribution of funds from the West Virginia State Treasurer's Office. [**Page 101**](#)
6. Upshur County Sheriff's Financial Statement for period ending March 31, 2024. [**Pages 102-103**](#)
7. Upshur County Mileage Reports – March, 2024.
 - Addressing and Mapping [**Page 104**](#)
 - Community Corrections [**Page 105**](#)
 - Dog Pound [**Page 106**](#)
 - Emergency Management [**Page 107**](#)
 - Maintenance [**Pages 108-110**](#)
 - Parks & Recreation [**Page 111**](#)
 - Sheriff [**Page 112**](#)
 - Upshur 911 [**Page 113**](#)
8. Lewis-Upshur Animal Control Facility Reports for the month of March, 2024.
 - Revenue Report [**Page 114**](#)

- Account of Animals Report Page 115
- Animal Control/Humane Officer Animal Report Page 116

9. Public Notices:

a) Newsletters and/or Event Notifications:

b) Agendas and/or Notice of Meetings:

- | | | |
|---|----------------|----------|
| • Upshur County Farmland Protection Board | April 16, 2024 | Page 117 |
| • Upshur County Fire Board | April 16, 2024 | Page 118 |
| • City Council of Buckhannon | April 18, 2024 | Page 119 |
| • City Council of Buckhannon - CANCELLED | May 16, 2024 | Page 120 |

c) Meeting Minutes:

- | | | |
|---|-------------------|---------------|
| • Upshur County Farmland Protection Board | December 18, 2023 | Page 121 |
| • Upshur County Farmland Protection Board | February 6, 2024 | Pages 122-123 |
| • Upshur County Solid Waste Authority | March 11, 2024 | Pages 124-125 |
| • Upshur County Convention & Visitors Bureau | March 13, 2024 | Pages 126-127 |
| • Upshur County Safe Structures and Sites Enforcement Board | March 14, 2024 | Pages 128-130 |
| • Upshur County Fire Board | March 19, 2024 | Page 131 |
| • Upshur County Youth Camp Board | March 21, 2024 | Pages 132-133 |

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

www.upshurcounty.org -- Upcoming events are listed on the main page.

10. 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)

April 4, 2024 - Correspondence from Steve Wykoff, Director of Upshur County Division of Homeland Security and Emergency Management, requesting an unused radio tower currently located outside the old jail building be moved to the Emergency Operations Center for use by DHSEM and CERT. The tower would be used for training for the amateur radio and emergency communications program. *

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Next Regular Meeting of the Upshur County Commission
May 2, 2024 --- 9:00 a.m.
Upshur County Courthouse Annex

**26TH JUDICIAL CIRCUIT
ADC FOUNDATION**

40 West Main St.
Buckhannon, WV 26201

Gene Edwards
President

Jenna Marple
Treasurer



Deanna Palmer
Vice President

Laura McDaniels
Secretary

RE: Opioid Settlement Funds

The 26th Judicial Circuit ADC Foundation is a non-profit organization that provides financial and tangible resources to the Drug Court Program in an effort to reduce the effects of addiction on our community. The Adult Drug Court Program is made up of participants with non-violent offenses that need intensive treatment interventions to elicit sobriety and provide accountability. Individuals are required to work or complete community service hours in order to help themselves. However, participants in the program often face significant challenges relating to their sobriety and our non-profit provides timely assistance in removing the barriers to their success. Many of the individuals lack familial support and begin the program with no assets. **NO** cash donations are provided directly to the participants. Donations are managed by the Non-profit Board and are provided for a specific need as identified by the Drug Court Treatment Team. This team consists of both circuit judges, a magistrate, two prosecutors, chief probation officer, drug court probation officer, law enforcement, and treatment staff.

The average Adult Drug Court success rate both nationally and locally, is 50 percent. The average cost for a program participant per year is \$6,072.00, compared to more than \$30,000.00 per year to house an inmate in a state correctional facility. It also greatly reduces the risk of future recidivism.

Our non-profit is requesting consideration for \$15,000.00 of the Opioid Settlement Funds to aid in obtaining these needs and/or incentives for the participants, such as: gift cards, medical services (including dental and vision), auto services, clothing assistance, rent assistance, and household items. Our non-profit is a valid 501(c)(3) organization. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gene Edwards".

Board President



Lewis County Assessor
County Court House
P.O. Box 706
Weston, West Virginia 26452
(304) 269-8205



John L. Breen
Assessor
04-24-2024

Lewis County Commission
Lewis County 911

Lewis County Commission,

I am requesting that the Lewis County Commission, Lewis County 911 and the Lewis County Assessor's Office do a joint venture in providing county wide aerial flyover for use in mapping here in our county. I believe this has proven itself to be very beneficial to our taxpayers, county offices as well as bringing new opportunity and businesses to our county. The total cost of the flyover for the year 2025, images as leaf off early spring, is \$29,953. That would be \$9,984.33 per entity. The flyovers were done in 2018, total cost paid by Assessor's Office, 2020 and 2022 paid jointly by 911 and the Assessor's Office. The cost has risen to the point where we can no longer do it on our own. I am requesting you consider this and put it on a 3-year period to do as a group in keeping this updated.

Thank You !

John L. Breen, Lewis County Assessor



April 16, 2024

Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452
Attn: Bobby Stewart, President

**Re: 4" Fire Service for E-911 Center
476 US Highway Route 19, North Weston, West Virginia**

Dear Mr. Stewart:

Pursuant to a request received in this office, we are enclosing 3 copies of our Private Fire Service Agreement covering the above referenced fire service. Please sign and return all three (3) copies of the Private Fire Service Agreement to my attention at the address listed above along with a check for \$42,000 made payable to West Virginia American Water for processing.

If this proposed Fire Service is constructed and we find that the actual cost is less than our estimate, you will be refunded the difference; or if the actual cost exceeds our estimate, you will be billed for the difference. We also reserve the right to revise the estimated cost if this work is not constructed in 2024.

If you should have any questions relative to the above, please contact me by email or at (304) 340-2986.

Sincerely,

Henry R. Perkins
Engineering Project Manager

Enclosures

c: Engineering Group
Bobby Spencer – Manager of Operations NOA
Tommy Alkire – Supervisor of Field Operations Weston

NSI
BP
IO
Notification



Service Address: E-911 Center
476 US Highway Route 19, North
Weston, WV 26452

Mailing Address: Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452
Attn: Bobby Stewart, President

Telephone No.: (304) 269-8200

PRIVATE FIRE PROTECTION SERVICE AGREEMENT NORTHERN OPERATING AREA

AN AGREEMENT made this ___ day of _____ in the year 2024 between **West Virginia-American Water Company**, a corporation of the State of West Virginia, hereinafter referred to as the Water Company, and **Lewis County Commission, 110 Center Avenue, Weston, WV 26452** hereinafter referred to as the Consumer. (The Consumer must be identified as a corporation, a partnership, or individual.)

It is agreed that the Water Company will both furnish and lay at the expense of the Consumer a 4" connection from the 6" main located along US Route 19 North in Weston, West Virginia, to a point at or near the property line of the Consumer. Service will be available at the Consumer's requested demand of 550 GPM @ 57 PSI Residual Pressure. (provided by the Consumer or it's representative)

Consumer agrees to use this connection under the following conditions and rules and regulations, which are incorporated by reference and made a part of this agreement:

(1) **LIMITS ON USE:** This connection is to be used only for fire extinguishment purposes, and is to have no connection whatsoever with any taps that may be used for other than fire extinguishment purposes. Furthermore, because of the danger of pollution or contamination, this connection will not be connected with any other source of supply.

(2) **TESTING:** Consumer may conduct a once per year test of their fire extinguishment system. The Consumer agrees to give the Water Company a minimum twenty-four hour advance notice of the scheduled time of this once per year test of the fire extinguishment system, so that, if desired, the Water Company may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the Water Company Customer Service Department at 1-800-685-8660.

(3) **WATER COMPANY INSPECTION:** Any authorized representative of the Water Company is allowed access to the building and/or site at any reasonable time for the purpose of inspecting the Consumer's service connection or fire extinguishment system.

(4) **OWNERSHIP OF FIRE EXTINGUISHMENT SYSTEM:** The fire extinguishment system installed by the Consumer or its representative is and will remain the property of the Consumer, its successor or assigns and will be maintained by Consumer, its successors or assigns.

(5) **SERVICE CHARGE:** The Consumer agrees to pay the Water Company the monthly tariff rate charge of **\$55.96** for this connection, monthly in advance. This charge is subject to change from time to time as the tariff rates are modified and approved by the Public Service Commission of West Virginia.

(6) **LIMITS TO THE SUPPLY OF WATER:** This water is to be supplied subject to the rights of the local fire department(s) to use water in the street mains through hydrants for fire extinguishment purposes. The Water Company can shut off the supply at any time in case of accident, or to make alterations, extensions, connections or repairs. The Water Company makes no guarantee as to the pressure at the connection or the main supplying the connection, and will not, under any circumstances, be held liable for loss or damage to the Consumer or any third party for a deficiency or failure in the supply of water for any cause whatsoever.

(7) **COMPLIANCE WITH REGULATIONS:** The supply of water for fire protection is subject to a number of regulations that change over time. The Consumer agrees to comply with all applicable regulations including:

(a) **PSC:** The Consumer agrees to comply in all details with the Water Company's tariff and the rules and regulations of the Public Service Commission of West Virginia applicable to private fire protection services.

(b) **CROSS CONNECTION AND BACKFLOW PREVENTION:** The Consumer agrees to comply with all the rules and regulations of the Department of Health and Human Resources, West Virginia Bureau for Public Health, Office of Environmental Health Services and other state agencies applicable to cross connections and backflow prevention, as well as the Water Company's rules, policies or procedures regarding the same.

(c) **FIRE PREVENTION:** The Consumer agrees to comply with all the rules and regulations of the West Virginia State Fire Commission, Office of the State Fire Marshal applicable to fire alarm and sprinkler systems.

(8) **LOCAL FIRE DEPARTMENT APPROVAL:** The Consumer must obtain written approval from the Chief of the Fire Department having jurisdiction affirming that, in his or her opinion, the public fire protection will not be endangered by the proposed connection to be made for the Consumer.

(9) **WATER COMPANY APPROVAL AND REQUIREMENTS:** The Consumer or its representative must furnish drawings and/or details to the Water Company's Engineering Department for review and approval prior to the fire extinguishment system being installed by the Consumer or its representative.

(a) The drawings and/or details must include the proposed vault or enclosure, backflow prevention device, specialty valve(s), isolation valve(s), piping facilities, hydrants, tanks, and any appurtenances contemplated by the Consumer.

(b) Any vault or enclosure, backflow prevention device, specialty valve(s), isolation valve(s) and piping facilities required by the Water Company will be provided, installed, operated, and maintained by and at the expense of the Consumer.

(c) Such vault or enclosure must be located on the Consumer's property at a point as near as possible to the property line. This vault or enclosure must contain an approved double detector check valve or double check valve, a controlling post indicator valve, or similar devices that the Water Company may require upon its review of the fire extinguishment system.

(d) The vault or enclosure, backflow prevention device, specialty valve(s), isolation valve(s) and piping facilities must be maintained in good operating condition at all times by and at the expense of the Consumer.

(10) **RIGHT TO DISCONNECT:** Violation by the Consumer of any of these conditions, or rules and regulations entitles the Water Company to disconnect the pipe and/or shut off the service of the Consumer in accordance with the rules and regulations of the

Public Service Commission. Any waiver of any one violation or violations is not a waiver of any subsequent violation(s).

IN WITNESS WHEREOF each party has caused this agreement to be signed by its duly authorized officer the day and year first above written; and the Consumer, if an individual or co-partnership, has signed this agreement as of the same date.

LEWIS COUNTY COMMISSION

WEST VIRGINIA-AMERICAN WATER

By: _____
Bobby Spencer

By: _____
Henry R. Perkins

Its: President, Lewis County Commission

Its: Engineering Project Manager

NSI
BP
IO
Notification



Service Address: E-911 Center
476 US Highway Route 19, North
Weston, WV 26452

Mailing Address: Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452
Attn: Bobby Stewart, President

Telephone No.: (304) 269-8200

PRIVATE FIRE PROTECTION SERVICE AGREEMENT NORTHERN OPERATING AREA

AN AGREEMENT made this ___ day of _____ in the year 2024 between **West Virginia-American Water Company**, a corporation of the State of West Virginia, hereinafter referred to as the Water Company, and **Lewis County Commission, 110 Center Avenue, Weston, WV 26452** hereinafter referred to as the Consumer. (The Consumer must be identified as a corporation, a partnership, or individual.)

It is agreed that the Water Company will both furnish and lay at the expense of the Consumer a 4" connection from the 6" main located along US Route 19 North in Weston, West Virginia, to a point at or near the property line of the Consumer. Service will be available at the Consumer's requested demand of 550 GPM @ 57 PSI Residual Pressure. (provided by the Consumer or it's representative)

Consumer agrees to use this connection under the following conditions and rules and regulations, which are incorporated by reference and made a part of this agreement:

(1) **LIMITS ON USE:** This connection is to be used only for fire extinguishment purposes, and is to have no connection whatsoever with any taps that may be used for other than fire extinguishment purposes. Furthermore, because of the danger of pollution or contamination, this connection will not be connected with any other source of supply.

(2) **TESTING:** Consumer may conduct a once per year test of their fire extinguishment system. The Consumer agrees to give the Water Company a minimum twenty-four hour advance notice of the scheduled time of this once per year test of the fire extinguishment system, so that, if desired, the Water Company may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the Water Company Customer Service Department at 1-800-685-8660.

(3) **WATER COMPANY INSPECTION:** Any authorized representative of the Water Company is allowed access to the building and/or site at any reasonable time for the purpose of inspecting the Consumer's service connection or fire extinguishment system.

(4) **OWNERSHIP OF FIRE EXTINGUISHMENT SYSTEM:** The fire extinguishment system installed by the Consumer or its representative is and will remain the property of the Consumer, its successor or assigns and will be maintained by Consumer, its successors or assigns.

(5) **SERVICE CHARGE:** The Consumer agrees to pay the Water Company the monthly tariff rate charge of **\$55.96** for this connection, monthly in advance. This charge is subject to change from time to time as the tariff rates are modified and approved by the Public Service Commission of West Virginia.

(6) **LIMITS TO THE SUPPLY OF WATER:** This water is to be supplied subject to the rights of the local fire department(s) to use water in the street mains through hydrants for fire extinguishment purposes. The Water Company can shut off the supply at any time in case of accident, or to make alterations, extensions, connections or repairs. The Water Company makes no guarantee as to the pressure at the connection or the main supplying the connection, and will not, under any circumstances, be held liable for loss or damage to the Consumer or any third party for a deficiency or failure in the supply of water for any cause whatsoever.

(7) **COMPLIANCE WITH REGULATIONS:** The supply of water for fire protection is subject to a number of regulations that change over time. The Consumer agrees to comply with all applicable regulations including:

(a) **PSC:** The Consumer agrees to comply in all details with the Water Company's tariff and the rules and regulations of the Public Service Commission of West Virginia applicable to private fire protection services.

(b) **CROSS CONNECTION AND BACKFLOW PREVENTION:** The Consumer agrees to comply with all the rules and regulations of the Department of Health and Human Resources, West Virginia Bureau for Public Health, Office of Environmental Health Services and other state agencies applicable to cross connections and backflow prevention, as well as the Water Company's rules, policies or procedures regarding the same.

(c) **FIRE PREVENTION:** The Consumer agrees to comply with all the rules and regulations of the West Virginia State Fire Commission, Office of the State Fire Marshal applicable to fire alarm and sprinkler systems.

(8) **LOCAL FIRE DEPARTMENT APPROVAL:** The Consumer must obtain written approval from the Chief of the Fire Department having jurisdiction affirming that, in his or her opinion, the public fire protection will not be endangered by the proposed connection to be made for the Consumer.

(9) **WATER COMPANY APPROVAL AND REQUIREMENTS:** The Consumer or its representative must furnish drawings and/or details to the Water Company's Engineering Department for review and approval prior to the fire extinguishment system being installed by the Consumer or its representative.

(a) The drawings and/or details must include the proposed vault or enclosure, backflow prevention device, specialty valve(s), isolation valve(s), piping facilities, hydrants, tanks, and any appurtenances contemplated by the Consumer.

(b) Any vault or enclosure, backflow prevention device, specialty valve(s), isolation valve(s) and piping facilities required by the Water Company will be provided, installed, operated, and maintained by and at the expense of the Consumer.

(c) Such vault or enclosure must be located on the Consumer's property at a point as near as possible to the property line. This vault or enclosure must contain an approved double detector check valve or double check valve, a controlling post indicator valve, or similar devices that the Water Company may require upon its review of the fire extinguishment system.

(d) The vault or enclosure, backflow prevention device, specialty valve(s), isolation valve(s) and piping facilities must be maintained in good operating condition at all times by and at the expense of the Consumer.

(10) **RIGHT TO DISCONNECT:** Violation by the Consumer of any of these conditions, or rules and regulations entitles the Water Company to disconnect the pipe and/or shut off the service of the Consumer in accordance with the rules and regulations of the

Public Service Commission. Any waiver of any one violation or violations is not a waiver of any subsequent violation(s).

IN WITNESS WHEREOF each party has caused this agreement to be signed by its duly authorized officer the day and year first above written; and the Consumer, if an individual or co-partnership, has signed this agreement as of the same date.

LEWIS COUNTY COMMISSION

WEST VIRGINIA-AMERICAN WATER

By: _____
Bobby Spencer

By: _____
Henry R. Perkins

Its: President, Lewis County Commission

Its: Engineering Project Manager

NSI

BP

IO

Notification



Service Address: E-911 Center
476 US Highway Route 19, North
Weston, WV 26452

Mailing Address: Lewis County Commission
110 Center Avenue
Weston, West Virginia 26452
Attn: Bobby Stewart, President

Telephone No.: (304) 269-8200

PRIVATE FIRE PROTECTION SERVICE AGREEMENT NORTHERN OPERATING AREA

AN AGREEMENT made this ___ day of _____ in the year 2024 between **West Virginia-American Water Company**, a corporation of the State of West Virginia, hereinafter referred to as the Water Company, and **Lewis County Commission, 110 Center Avenue, Weston, WV 26452** hereinafter referred to as the Consumer. (The Consumer must be identified as a corporation, a partnership, or individual.)

It is agreed that the Water Company will both furnish and lay at the expense of the Consumer a 4" connection from the 6" main located along US Route 19 North in Weston, West Virginia, to a point at or near the property line of the Consumer. Service will be available at the Consumer's requested demand of 550 GPM @ 57 PSI Residual Pressure. (provided by the Consumer or it's representative)

Consumer agrees to use this connection under the following conditions and rules and regulations, which are incorporated by reference and made a part of this agreement:

(1) **LIMITS ON USE:** This connection is to be used only for fire extinguishment purposes, and is to have no connection whatsoever with any taps that may be used for other than fire extinguishment purposes. Furthermore, because of the danger of pollution or contamination, this connection will not be connected with any other source of supply.

(2) **TESTING:** Consumer may conduct a once per year test of their fire extinguishment system. The Consumer agrees to give the Water Company a minimum twenty-four hour advance notice of the scheduled time of this once per year test of the fire extinguishment system, so that, if desired, the Water Company may have a representative present. Such notification, however, need not be formal and written, but may be given by telephone to the Water Company Customer Service Department at 1-800-685-8660.

(3) **WATER COMPANY INSPECTION:** Any authorized representative of the Water Company is allowed access to the building and/or site at any reasonable time for the purpose of inspecting the Consumer's service connection or fire extinguishment system.

(4) **OWNERSHIP OF FIRE EXTINGUISHMENT SYSTEM:** The fire extinguishment system installed by the Consumer or its representative is and will remain the property of the Consumer, its successor or assigns and will be maintained by Consumer, its successors or assigns.

(5) **SERVICE CHARGE:** The Consumer agrees to pay the Water Company the monthly tariff rate charge of **\$55.96** for this connection, monthly in advance. This charge is subject to change from time to time as the tariff rates are modified and approved by the Public Service Commission of West Virginia.

(6) **LIMITS TO THE SUPPLY OF WATER:** This water is to be supplied subject to the rights of the local fire department(s) to use water in the street mains through hydrants for fire extinguishment purposes. The Water Company can shut off the supply at any time in case of accident, or to make alterations, extensions, connections or repairs. The Water Company makes no guarantee as to the pressure at the connection or the main supplying the connection, and will not, under any circumstances, be held liable for loss or damage to the Consumer or any third party for a deficiency or failure in the supply of water for any cause whatsoever.

(7) **COMPLIANCE WITH REGULATIONS:** The supply of water for fire protection is subject to a number of regulations that change over time. The Consumer agrees to comply with all applicable regulations including:

(a) **PSC:** The Consumer agrees to comply in all details with the Water Company's tariff and the rules and regulations of the Public Service Commission of West Virginia applicable to private fire protection services.

(b) **CROSS CONNECTION AND BACKFLOW PREVENTION:** The Consumer agrees to comply with all the rules and regulations of the Department of Health and Human Resources, West Virginia Bureau for Public Health, Office of Environmental Health Services and other state agencies applicable to cross connections and backflow prevention, as well as the Water Company's rules, policies or procedures regarding the same.

(c) **FIRE PREVENTION:** The Consumer agrees to comply with all the rules and regulations of the West Virginia State Fire Commission, Office of the State Fire Marshal applicable to fire alarm and sprinkler systems.

(8) **LOCAL FIRE DEPARTMENT APPROVAL:** The Consumer must obtain written approval from the Chief of the Fire Department having jurisdiction affirming that, in his or her opinion, the public fire protection will not be endangered by the proposed connection to be made for the Consumer.

(9) **WATER COMPANY APPROVAL AND REQUIREMENTS:** The Consumer or its representative must furnish drawings and/or details to the Water Company's Engineering Department for review and approval prior to the fire extinguishment system being installed by the Consumer or its representative.

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(c) Such vault or enclosure must be located on the Consumer's property at a point as near as possible to the property line. This vault or enclosure must contain an approved double detector check valve or double check valve, a controlling post indicator valve, or similar devices that the Water Company may require upon its review of the fire extinguishment system.

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Public Service Commission. Any waiver of any one violation or violations is not a waiver of any subsequent violation(s).

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LEWIS COUNTY COMMISSION

WEST VIRGINIA-AMERICAN WATER

By: _____
Bobby Spencer

By: _____
Henry R. Perkins

Its: President, Lewis County Commission

Its: Engineering Project Manager

From: jhinchman lewiscountywv.org
Sent: Wednesday, April 24, 2024 1:55 PM
To: srogers lewiscountywv.org; Tina Helmick; rcarder lewiscountywv.org
Subject: Approval to hire

I would like to request to hire Jason Soileau as seasonal maintenance working up to 40 hr a week at \$11.00 an hr. Starting date will be May 1, 2024. Thank you.

Joshua Hinchman
Director
Lewis Co Park
304-269-6599