

COUNTY COMMISSION OF LEWIS COUNTY

110 Center Avenue
Weston WV 26452
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COMMISSIONERS:
Agnes Queen, President
Rod Wyman, Commissioner
Bobby Stewart, Commissioner

**LEWIS COUNTY COMMISSION
110 CENTER AVENUE, 2ND FLOOR
WESTON, WV 26452
AMENDED MEETING AGENDA
TUESDAY, FEBRUARY 28, 2023**

SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

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

APPOINTMENTS

- 3. 10:10 AM** **Lewis County Assessor John Breen Request to hire:**
Mr. Breen will request to hire Christy Barlow for the Lewis County Assessor's Office for the position of Deputy Assessor. (*action required*)
- 4. 10:15 AM** **John Matheny, Bearing Advisors, LLC:** A Preventative Care Management Company Master Service Agreement. The Master Service Agreement is made between the Client (Lewis County Commission) and the corporation. The agreement is to initiate a preventative care management program for Lewis County Employees. This is an extension of the already existing benefits for employees including, but not limited to, services such as: mental health services, mental health counseling, addiction recovery services, health advocacy assistance, child/elder care resources, critical illness, accident, disability income, life insurance, high deductible buffer, etc. This is a payroll deduction program that would be optional to employees. (*action required*)

CORRESPONDENCE & INFORMATION

- 5. Upshur County Commission Meeting Agenda:** The February 23, 2023 Upshur County Commission agenda is presented for review. (*information only*)

6. **Jane Lew Public Service Commission:** Jane Lew Public Service Commission meeting agenda for January 12, 2023 is presented for review. *(information only)*
7. **Lewis – Gilmer E-911 Monthly Report:** The January report is presented for review. *(information only)*
8. **Lewis County Senior Center:** The Lewis County Senior Center will be placing 110 feet of decorative aluminum fencing, with brick pillars and lights, to match the decorative lights on downtown Main Avenue. This project has been approved by the Senior Center Property Committee and will be sent to the Lewis County Senior Center Board of Directors for approval. *(information only)*
9. **Board(s) and Committee(s) Reports:** Commissioners will give reports on any Board(s) or committee(s) meeting attended including: Brownsfield Meeting, Airport Authority, Shentel/ Thrasher Engineering meeting, Chamber of Commerce, WVU Extension meeting, Region VII meeting, Lewis County Economic Development Authority, etc. *(information only)*

BUSINESS

10. **Bank Merchant Agreement and Application from DataMax/Hdl:** DataMax is a collection agency utilized by the Lewis County Sheriff's Tax Office to collect past due taxes. The agency has changed credit card companies and with that, they require that a new merchant agreement and application be signed. *(action required)*
11. **Consideration of Full Inspection, Estimate, and Financial Breakdown of Old Animal Control Truck:** Commission will consider sending the old animal control truck to a mechanic for an inspection, estimate and financial breakdown of cost for repairs. *(action required)*
12. **Time Sheets and Leave Requests:**
Barbara Winans: Sick Leave, Annual Leave *(action required)*

ACTIONS, ESTATE SETTLEMENTS, ORDERS AND PAYMENT OF EXPENDITURES:

13. **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)*
14. **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)*
15. **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)*

16. 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:

17. 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.

SPECIAL MEETING/WORK SESSION NOTICES

The Lewis County Commission will hold a special meeting on Tuesday, February 28, 2023 at 1:00 PM at the United National Bank in Weston to discuss progress and tour the new facility.



Master Service Agreement

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

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

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

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

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

I. TERM

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

II. RESPONSIBILITIES OF CLIENT

- A. At least 60 days prior to each open enrollment date, the Client agrees to provide annualized employee payroll census and demographic data to determine the employees eligible for enrollment in the Program. To be eligible an employee must be a full-time employee working at least 30 hours a week (unless specified on Addendum A, Plan eligibility section 1.), covered by an employer's sponsored group medical or other approved medical plans excluding Medicaid and marketplace plans. Employees participating in health savings accounts, health reimbursement accounts without employer sponsored group medical, may not be eligible for participation in the Program.
- B. Client agrees to provide access to all employees' payroll information upon request for the purpose of conducting enrollments. Client further agrees to release this information to Attentive, LLC on an annual basis to recalculate, annually, each employee's "After Tax Allotment" and employer savings through the Program. Client shall provide access to newly eligible employees during the applicable enrollment period.
- C. Beginning with the effective date of the Program, Client agrees to pay ATTENTIVE a \$35.00 monthly fee per participating employee. Client's employees shall pay ATTENTIVE a fee of \$80.00 per employee participating in the Program during that month. The employee fee of \$80.00 along with the \$35/ fee per employee per month from the client, will be assessed, billed and collected on the 25th day of the month for the covered month. If Client wishes to have invoice reconciliation and payment of invoices, the fee will be negotiated on a case-by-case basis.

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

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

III. RESPONSIBILITY OF ATTENTIVE

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

IV. INTENT OF INDEPENDENT CONTRACTOR STATUS

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

V. TERMINATION

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

employees that Coverage has terminated and use of the ATTENTIVE portal and any other Services provided by ATTENTIVE, will no longer be available for use.

VI. INDEMNIFICATION

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

VII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to principles of conflicts of law. Client hereby irrevocably submits itself to the personal jurisdiction of the courts in and for Marshall County, Alabama or in the United States District Court, Northern District of Alabama, Middle Division, and Client hereby waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action in such court and any claim that any such action, suit or proceeding ("Action") has been brought in an inconvenient forum. The parties desire to have any Action filed by either of them to be tried before a judge or judicial panel without a jury, and therefore: (i) agree not to elect a trial by jury of any issue triable of right by jury, and (ii) waive any right to trial by jury fully to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily, by each of the parties hereto, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Client hereby certifies that no

representative or agent of ATTENTIVE has represented, expressly or otherwise, that ATTENTIVE will not seek to enforce this waiver of right to trial by jury.

VIII. INTEGRATION

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

IX. SEVERABILITY:

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

X. MODIFICATION:

Except as otherwise provided in this Agreement, ATTENTIVE may amend the terms and conditions of this Agreement by giving 30 day's advance written notice to Client, and Client shall then have the option to terminate the Agreement in its sole discretion if such changes are not acceptable by providing written notice within 30 days of having received the advance written notice from ATTENTIVE. Any other modifications to this Agreement must be in writing and executed by Authorized Representatives of both parties to be enforceable with no penalty to Client.

XI. REMEDIES NOT EXCLUSIVE:

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

XII. TIME OF ESSENCE

Time of performance by the Parties is of the essence.

XIII. ATTORNEY'S FEES:

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

XIV. NO PARTNERSHIP OR AGENCY:

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

XV. TRANSFERABILITY:

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

XVI. NOTICES:

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

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

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

ATTENTIVE, LLC

Client

Authorized Signature

Client Company Legal Name

Typed / Printed Name and Title

Typed / Printed Name and Title

Date

Authorized Signature

Date

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: February 23, 2023

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• February 16, 2023

9:15 a.m. Laura Ward, Country Roads Transit: Provide an overview of services offered during fiscal year 2022 and the continuation of these services in the current fiscal year.

10:30 a.m. Consider approval of the Recommendation by Fiduciary Commissioner, Daya Masada Wright, for Removal of Kristina Leggett as Executrix for the Estate of Victor R. Newman, deceased.*

11:30 a.m. Work session with Civil & Environmental Consultants, Inc. to assist with the development of a scope of work and fee schedule.
Item may lead to Executive Session per WV Code §6-9A-4 (A)

Items for Discussion / Action / Approval:

1. Correspondence from the West Virginia Department of Agriculture announcing the award of Spay and Neuter Assistance Program grant funds in the amount of \$9,555. Matching funds in the amount of \$5,000 will be provided out of the local spay and neuter account. Approval and signature of a Grant Agreement on behalf of the Lewis-Upshur Animal Control Facility. *
2. Approval and signature of the FY2020 Emergency Management Performance Grant Award in the amount of \$33,555. *
3. Correspondence from Cheyenne Troxell, 26th Judicial Circuit Community Corrections Program Director, requesting the employment of Allison Harmon and Willis Bentley as part-time case aides for the Lewis/Upshur County offices, effective February 27, 2023. *
Item may lead to Executive Session per WV Code §6-9A-4 (A) *Under separate cover*
4. 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. Discuss the Upshur County Safe Structures and Sites Enforcement Board complaint for property owned by Bryce Chapman.

2. Upshur County E911 Communication Reports – January, 2023
 - Monthly Department Summary Report
 - Monthly Wrecker Report
 - YTD Wrecker Report

3. Upshur County Mileage Reports – January, 2023
 - Addressing and Mapping
 - Community Corrections
 - Dog Pound
 - Emergency Management
 - Maintenance
 - Parks & Recreation
 - Sheriff
 - Upshur 911

4. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - Mountain CAP Family Support Center:
TOT Time Play Group February 23, 2023
February 28, 2023
 - American Red Cross-Mountain CAP Family
Support Center-Pillowcase Project March 4, 2023

 - b) Agendas and/or Notice of Meetings:
 - City Council of Buckhannon * Special Working Session February 27, 2023

Meeting Minutes:

 - Upshur County Solid Waste Authority January 9, 2023

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

5. 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. ****

6. Budget Hearing Schedule

The Commission will hold budget hearings at the Upshur County Administrative Annex on the following dates. For a detailed list of meetings, please contact Tabatha Perry at tperry@upshurcounty.org.

- Tuesday, March 14th beginning at 1:00 p.m.
- Wednesday, March 15th beginning at 8:45 a.m.
- Thursday, March 16th beginning at 10:15 a.m.
- Friday, March 17th beginning at 9:00 a.m.
- Monday, March 21st beginning at 1:00 p.m.

Newsletters and/or Event Notifications, Agendas and/or Notices of Meetings, Meeting Minutes and Scheduled Meetings can all be found by visiting: http://www.upshurcounty.org/agenda_and_minutes/index.php

Tabled Items

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

Next Regular Meeting of the Upshur County Commission
March 2, 2023 --- 9:00 a.m.
Upshur County Courthouse Annex

Jane Lew Public Service District

70 Park Avenue
Jane Lew, WV 26378

Minutes of Regular Meeting

January 12, 2023

Present: Oscar R. Mills (Chairman); Thomas E. Bailey (Board); Bradley Foster, (Board) Nancy E. Gee, General Manager.

Guests:

Absent: S. Snow-McKisic

- I. Call to Order The meeting was called to order at 4:00 pm by Chairman Mills.

~ANNUAL ORGANIZTIONAL BUSINESS

- I. Election of 2023 Officers (Mills/Bailey) for Tom Bailey to serve as Board Chairman and Bradley Foster to serve as Secretary for the 2023 year.
- II. Review of Rules of Procedure (Bailey/Foster) Approved.
- III. Schedule of 2023 Meetings and Office Closures (Bailey/Mills) meetings and office closures approved. To be sent to the Weston Democrat and posted on the office door.

~ROUTINE MONTHLY BUSINESS ~

- II. Minutes: (12/08/2022)
MOTION: (Bailey/Foster) to approve attached Minutes of 12/08/2022 regular meeting. [Carried Unanimously]
- III. General Manager's December Reports (Gee)
- A. WATER:
1. Bills (Attached)
MOTION: (Bailey/Foster) to ratify payment of attached list of water invoices for December 2022. [Carried Unanimously]
2. Treasury Report (Attached)
MOTION: (Mills/Bailey) to approve attached Water Treasury Report for December 2022. [Carried Unanimously]
3. Water Adjustments Report (Attached)
MOTION: (Bailey/Foster) to approve attached Water Adjustments Report for December 2022. [Carried Unanimously]
4. Water Purchase, Sales & Loss Report (Attached)
MOTION: (Foster/Bailey) to approve attached Water Purchase, Sales & Loss Report for December 2022. [Carried Unanimously]
5. Water Preventive Maintenance Report -
- a) Lines - walked lines looking for leaks.
- b) Loss Prevention/leak detection - water loss 17%

- c) Fire + Flushing Hydrants [57 + 25] - hydrants to be flushed in August.
 - d) Valves [148] - worked Valves for leak detection /valves to be exercised in September.
 - e) Meters [659] - nothing
 - f) Booster Stations [3] - checked
 - g) Tanks [2] - nothing done
 - h) Office Furnace + A/C - nothing needed
 - i) Vehicles [½ 2019 Truck, ½ crane truck, + ½ Buggy] - nothing
 - j) Generators [1 big port + 2 small] - exercised
 - k) Expensive Equipment [Mower] - nothing
 - l) Critical Inventory - good
 - m) Other - nothing
6. Water System Water Leak Detection Report (*finding & repairing actual leaks*) - located leaks at Park Ave, Bills Run Rd, Chesapeake Hill.
 7. Water System Repairs Report (*fixing unplanned breakdowns*) - nothing
 8. Cross-Connections/Backflow Report - ongoing
 9. New Non-Project Water Taps/Road bores - none
 10. Other -

Water Assignments

- ✓ Research how to prevent water loss (III, A, 5, b)

B. WASTEWATER:

1. Wastewater Bills (Attached)
MOTION: (Bailey/Mills) to ratify payment of list of Sewer invoices for December 2022. [Carried Unanimously]
2. Wastewater Treasury Report (Attached)
MOTION: (Mills/Bailey) to approve Sewer Treasury Report for December 2022. [Carried Unanimously]
3. Wastewater Adjustments Report (Attached)
MOTION: (Bailey/Foster) to approve Sewer Adjustments Report for December 2022. [Carried Unanimously]
4. Wastewater Treatment Purchase, Sales & Loss Report (Attached) -
MOTION: (Foster/Bailey) to approve Sewer Treatment Purchase, Sales & Loss Report for December 2022. [Carried Unanimously]
5. Wastewater Preventive Maintenance Report (attached)
 - a) Lines - ran camera in line at Lynn Wolfe's
 - b) I&I Prevention - nothing
 - c) Manholes [594] - nothing
 - d) Duplex + ABS Grinder Pumps [5 + 2] - amped and enzymed every Friday
 - e) Lift Stations [16 total] - amped & enzymed every Friday.
 - f) Bar Screen [1] - cleaned
 - g) Vehicles - [½ '19 Ford Truck, ½ crane truck & ½ Buggy] - nothing
 - h) Generators [3stat. + 2 port.] - exercised
 - i) Classroom Furnace & A/C - nothing
 - j) Expensive Equipment [mower] - nothing
 - k) Critical Inventory - nothing
 - l) Other -
6. Wastewater Repairs Report (fixing unplanned breakdowns)
 - ✓ Turned off Generators at station 6 and station 10 due to oil leaks

- ✓ Called Palco
- ✓ Pulled pump 1 at station 1-cleaned out rags
- ✓ Pulled Pump 2 at station 3 and checked for rags/replaced floats at station 2
- ✓ Installed new pump at station 6
- ✓ Installed new grinder pump at United Energy

7. New Non-Project Sewer Taps/Road Bores – nothing
8. Other – nothing

Wastewater Assignments

- ✓ Snow-McKisic to research how to prevent sewer loss (III, B, 5, b)

- IV. Update: Board Review of PSD Policies and Job Descriptions (Gee) – nothing done
- A. Private Fire Protection Policy
- B. Revise Water Job Description to be consistent with a water PURCHASE entity
- V. Update: Personnel Matters (Gee) – nothing
- VI. Announcements: - nothing
- VII. Correspondence: - nothing

~ ~ OLD BUSINESS ~ ~

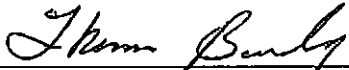
- VIII. Request to Purchase Property (Gee) – nothing new

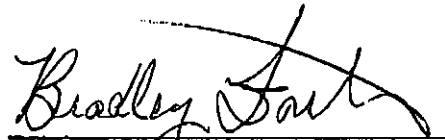
~ ~ NEW BUSINESS ~ ~

Assignments

- ✓ Snow-McKisic to keep Atty. Kelsh apprised of property matters

- IX. Late Received Agenda Items (Gee) – none
- X. Adjournment: The meeting was adjourned at 4:26 P.M.


Tom Bailey, Chairman


Bradley Foster, Secretary

Attachments:

- December '22 Bills Paid (Water/Wastewater)
- December '22 Treasury Reports (Water/Wastewater)
- December '22 Adjustments Reports (Water/Wastewater)
- December '22 Water/Wastewater Treatment Purchase, Sales & Loss Reports
- Correspondence

E-Copies of Unapproved Minutes Sent to:

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

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												273
10 WESTON PD	182												182
250 WVSP WESTON	118												118
230 LEWIS NRP	16												16
208 LEWIS EMS	292												292
201 WESTON FD	94												94
202 JANE LEW FD	16												16
203 PRICETOWN FD	12												12
204 WALKERSVILLE FD	15												15
205 JACKSON MILL FD	22												22
206 MIDWAY FD	2												2
ANIMAL CONTROL	37												37
DOGS PICKED UP	7												7
OTHERS PICKED UP	12												12
												Total	1079
GILMER COUNTY													
104 GILMER SHERIFF	37												37
102 GLENVILLE PD	76												76
103 GSU PD	4												4
150 WVSP GLENVILE	38												38
130 GILMER NRP	0												0
175 GILMER EMS	118												118
101 GLENVILLE FD	21												21
105 NORMANTOWN FD	5												5
106 SAND FORK FD	16												16
107 CEDARVILLE FD	2												2
108 TROY FD	4												4
ANIMAL CONTROL	0												0
												Total	321
Total by Month	1419	0	0	0	0	0	0	0	0	0	0	0	0

DATE 2023

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

ZACH'S COUNTY	4	4
ZACH'S OWNER	2	2
ZACH'S SERVICE	0	0
ZACH'S TOTAL	6	6
A & S COUNTY	4	4
A & S OWNER	1	1
A & S SERVICE	0	0
A & S LARGE	1	1
A & S TOTAL	6	6
HITT'S COUNTY	4	4
HITT'S OWNER	3	3
HITT'S SERVICE	0	0
HITT'S TOTAL	7	7
LIPP'S COUNTY	4	4
LIPP'S OWNER	1	1
LIPP'S SERVICE	1	1
LIPP'S LARGE	1	1
LIPP'S TOTAL	7	7
TOLANDS COUNTY	4	4
TOLANDS OWNER	0	0
TOLANDS SERVICE	0	0
TOLANDS TOTAL	4	4
VALLEYCHAPEL COUNTY	4	4
VALLEY CHAPEL OWNER	1	1
VALLEY CHAPEL SERVICE	0	0
VALLEY CHAPEL LARGE	1	3
VALLEY CHAPEL TOTAL	6	6
GILMER COUNTY		
GLEN- AUTO COUNTY	6	6
GLEN- AUTO OWNERS	3	3
GLEN- AUTO SERVICE	0	0
GLEN- AUTO TOTALS	9	9
A and S COUNTY	5	5
A and S OWNERS	0	0
A and S SERVICE	0	0
A and S LARGE	1	1
A and S TOTAL	6	6

2023

LEWIS-GILMER E-911 TELETYPE REPORT

		JAN.	FEB.	MAR.	APR.	MAY.	JUN.	JULY.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL
LEWIS LC SHERIFF	10-27	140												140
	10-28	122												122
	III & CIB	111												111
	OTHER	34												34
	DVP	14												14
WESTON PD	10-27	88												88
	10-28	101												101
	III & CIB	11												11
	OTHER	16												16
	DVP	7												7
WVSP	10-27	31												31
	10-28	20												20
	III & CIB	14												14
	OTHER	1												1
	DVP	4												4
NRP	10-27	2												2
	10-28	5												5
	III & CIB	4												4
	OTHER	19												19
	DVP	4												4
PROSECUTOR	10-27	0												0
	10-28	0												0
	III & CIB	31												31
	OTHER	0												0
	DVP	0												0
PROBATION	10-27	3												3
	10-28	0												0
	III & CIB	22												22
	OTHER	0												0
	DVP	0												0
SWJS PARK	10-27	0												0
	10-28	0												0
	III & CIB	0												0
	OTHER	0												0
	DVP	0												0
FAMILY COURT	III & CIB	0	0	0	0	0	0	0	0	0	0	0	0	
DAY REPORT	10-27	0												0
	10-28	0												0
	III & CIB	0												0
	OTHER	0												0
	DVP	0												0
TOTAL TRANSACTIONS														804