

# COUNTY COMMISSION OF LEWIS COUNTY

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



**COMMISSIONERS:**  
**AGNES G. QUEEN**  
President  
**PATRICK D. BOYLE**  
Commissioner  
**THOMAS V. FEALY**  
Commissioner

**LEWIS COUNTY COMMISSION**  
**110 CENTER AVENUE, 2nd FLOOR**  
**WESTON, WV 26452**  
**MEETING AGENDA**  
**Monday, February 29, 2016**

## SILENT MEDITATION AND PLEDGE OF ALLEGIANCE

1. **10:00 AM** **Call Meeting to Order** (*action required*)
2. **10:05 AM** **T. Chad Kelley, Lewis County Assessor**  
**RE:** a) Exonerations, Consolidations, Apportionments  
Draft copies will be available for review upon request Thursday,  
February 25, 2016. (*action required*)  
b) Fiscal Year 2016-17 Certification of Lewis County Property Tax  
Values. (*information only*)

## APPOINTMENTS

3. **10:10 AM** **Jan Cochran, Director, Lewis Upshur Animal Control Facility**  
**RE:** Ms. Cochran requests the Lewis County Commission consider a rate  
increase for adoptions to allow Spay-Neuter of animals to be done at  
the shelter rather than use the current voucher program. Also,  
consideration of an increased penalty to reclaim animals by repeat  
offenders will be discussed. (*action required*)
4. **10:20 AM** **Cynthia Rowan, Lewis County Clerk**  
**RE:** Approval of Poll Workers for upcoming 2016 elections.  
(*action required*)
5. **10:30 AM** **Lewis County Senior Center**  
**RE:** Proclamation declaring March, 2016 as Meals on Wheels Month in  
Lewis County. This is to promote the Senior Nutrition home deliver  
program in Lewis County. (*action required*)

## CORRESPONDENCE

6. **Upshur County Commission Meeting Agenda:** Upshur County Commission Meeting  
Agenda for Thursday, February 25, 2016. (*information only*)
7. **Lewis County Parks and Recreation Board Meeting Agenda, Minutes and Financial  
Statement:** Agenda for February 22, 2016 Lewis County Parks and Recreation Board  
Meeting and minutes and financial statement for October and November 2015.  
(*information only*)

8. **West Fork Conservation District Notification of Annual Polk Creek Watershed Inspections:** Annual operation and maintenance inspections of the Polk Creek Watershed Projects will be held on Monday, Tuesday and Wednesday April 11, 12 and 13, 2016 beginning at 8am each day. *(information only)*
9. **Bullseye Telecom Monthly Emergency 911 Subscriber Fees:** January 2016 monthly Emergency 911 Subscribers fee remittance from Bullseye Telecom in the amount of \$5.25. *(information only)*

## **BUSINESS**

10. **Board(s) and Committee(s) Reports:** Reports from Commissioners from any board(s) or Committee(s) meetings attended including: Park Board, Fire Levy Public Hearing, Central WV Community Action, State Auditor's Budget Workshop, Draw for Ballot Placement, Economic Development Authority, Building Commission and Board of Review. *(information only)*
11. **Lewis County Extension Service Committee Annual Meeting and Annual Memorandum of Agreement:** Agenda for the Lewis County Extension Service Committee Annual Meeting held February 18, 2016 and the Fiscal Year 2016-17 approval for the Annual Memorandum of Agreement between the county and West Virginia University Extension Service. *(action required)*
12. **EmCor Services Heating and Air Conditioning Maintenance Quote:** EmCor has prepared a quote for maintenance of all heating and air conditioning systems for all buildings on the courthouse campus. This quote provides bi-annual inspections, tightening of belts, greasing of bearings, cleaning of coils, testing of pressures, and other areas of operation as specified. The annual cost will be \$5,070.00. *(action required)*
13. **Consideration of Cancellation of March 7, 2016 Lewis County Commission Meeting:** Due to the question of quorum being present, the Lewis County Commission will consider cancellation of the March 7, 2016 meeting. This is due to training. *(action required)*
14. **Schedule of Fiscal Year 2016-17 Budget Meetings:** The Lewis County Commission will conduct Fiscal Year 2016-17 budget hearings in the Commission Meeting Room as follows: Monday, March 14, 2016 at 1:00 PM for commission overall review; Tuesday, March 15, 2016 at 5:00 PM review with elected officials; Wednesday, March 16, 2016 at 5:00 PM review with elected officials (if needed); Monday, March 21, 2016 at 1:00 PM to review budget to be sent to elected officials; Wednesday, March 23, 2016 at 5:00 PM to hear elected official appeals (if needed); Thursday, March 24, 2016 at 5:00 PM to set final budget and sign. *(action required)*
15. **Lewis County Economic Development Authority Report:** Report of activities of the Lewis County Economic Development Authority by Director Mike Herron. *(information only)*
16. **Timesheets and Leave Requests** *(action required)*

## **ACTIONS ORDERS AND PAYMENT OF EXPENDITURES:**

17. **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 Thursday, February 25, 2016. *(action required)*

18. **Presentation by County Clerk of the Orders of Prior Meeting(s) for consideration.** Draft copies will be available for review upon request Thursday, February 25, 2016. *(action required)*
19. **Expenses for the current period presented for consideration of payment.** Draft copies will be available for review upon request Thursday, February 25, 2016. *(action required)*

**ADJOURNMENT:**

20. **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.
- 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.*

## Upshur County Commission Agenda

Location of Meeting: Upshur County Courthouse Annex  
Date of Meeting: February 25, 2016

- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance  
Approval of Minutes:  
• February 18, 2016
- 9:30 a.m. Discussion and decision regarding Fully Insured Group Health Insurance for Employees, Retirees and Cobra Participants
- 9:45 a.m. Karen Stickley, West Virginia Conservation Agency, Tygarts Valley Conservation District- Pecks Run Donation
- 10:00 a.m. Bid Opening, Review and Award---Aerial Photography and Orthophotography Services
- 10:30 a.m. Bid Opening and Review---Architectural / Engineering Services for the repair/replacement of a portion of the pressed metal shingle roof and the tuck-point repair of two brick chimneys both on the Upshur County Courthouse.
- 3:00 p.m. FY 16 Court Security Grant Meeting

### Items for Discussion / Action / Approval:

1. Approval and signature of 2016 BORE meeting minutes
2. Approval and signature of FY 16 Community Corrections Grant and Lewis-Upshur Agreement
3. Approval of FY 17 Budget Hearing Schedule
4. Correspondence from Steve Linger, E911 Director, requesting approval for the employment of Bobbie Jo Queen as full-time Telecommunicator trainee, at the beginning pay wage rate of \$11.00 per hour, effective March 7, 2016.
5. Approval of Lewis-Upshur Animal Control Facility Volunteer Carly Pepper
6. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

### For Your Information:

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

1. Correspondence from Debbie Thacker Wilfong regarding the 2016-2017 Public Utility Values

2. Upshur County Mileage Reports – January 2016

- Upshur 911
- Maintenance
- Emergency Management
- Sheriff
- Addressing and Mapping
- Community Corrections

3. Upshur County Sheriff's Financial Statement – January 2016

4. Lewis-Upshur Animal Control - Adoption Financial Transactions – January 2016

5. Art in Public Places Program Announcement

6. Agendas and/or Notice of Meetings:

- Upshur County Farmland Protection Board –February 25, 2016

7. Meeting Minutes:

- Upshur County Fire Board – January 26, 2016

8. Meetings:

- 03/01/16 5:30 p.m. Elkins Road PSD
- 03/01/16 6:00 p.m. Hodgesville PSD
- 03/03/16 7:00 p.m. Banks District VFD
- 03/03/16 7:00 p.m. Selbyville VFD
- 03/08/16 6:00 p.m. Buckhannon River Watershed Association
- 03/08/16 7:30 p.m. Adrian VFD
- 03/09/16 7:00 a.m. Upshur County Development Authority – Executive Board Meeting
- 03/09/16 6:00 p.m. Buckhannon-Upshur Board of Health
- 03/09/16 12:00 p.m. Upshur County Senior Center Board
- 03/09/16 1:30 p.m. Upshur County Conventions & Visitors Bureau – UCDA Office
- 03/09/16 6:00 p.m. Upshur County Citizens Corp - CERT
- 03/09/16 7:30 p.m. Warren District VFD
- 03/10/16 1:00 p.m. Adrian PSD
- 03/10/16 3:00 p.m. Tennerton PSD
- 03/10/16 4:00 p.m. Upshur County Safe Sites & Structures Ordinance Board
- 03/10/16 7:30 p.m. Buckhannon VFD
- 03/10/16 4:00 p.m. Buckhannon Upshur Airport Authority–meeting held at Airport
- 03/14/16 12:00 p.m. Upshur County Family Resource Network
- 03/14/16 4:30 p.m. Upshur County Solid Waste Authority
- 03/14/16 6:00 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 03/14/16 6:00 p.m. Lewis-Upshur Community Corrections Board -- Lewis County
- 03/15/16 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development
- 03/15/16 6:30 p.m. Upshur County Fire Board
- 03/15/16 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 03/15/16 4:00 p.m. Upshur County Public Library Board

- 03/16/16 7:00 p.m. Ellamore VFD
- 03/16/16 12:00 p.m. Lewis Upshur LEPC --- Lewis location
- 03/20/16 6:30 p.m. Upshur County Youth Camp Board
- 03/20/16 6:00 p.m. Washington District VFD
- 03/21/16 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 03/23/16 7:00 a.m. Upshur County Development Authority
- 03/23/16 10:00 a.m. James W. Curry Advisory Board
- 03/24/16 4:00 p.m. Upshur County Farmland Protection Board
- 03/28/16 10:00 a.m. Mountain CAP of West Virginia, CDC
- TBA 6:00 p.m. Upshur County Fire Fighters Association

9. Appointments Needed or Upcoming:

- Upshur County Fire Board (Vacant Position – 6-30-16) --- 1<sup>st</sup> District Community Representative
- Upshur County Farmland Preservation Board (Vacant Position – 06-30-15) – At large – Non Farming

Tabled Items

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

Next Regular Meeting of the Upshur County Commission  
 March 3, 2016 --- 9:00 a.m.  
 Upshur County Courthouse Annex

# **LEWIS COUNTY PARKS AND RECREATION AGENDA**

**Monday, February 22, 2016 at 6:00 pm at the Courthouse**

- 1) Call to Order**
  
- 2) Reading of the Minutes**
  
- 3) Treasurer's Report**
  
- 4) Public Comment**
  
- 5) Director's Report**
  
- 6) Old and Unfinished Business**
  
- 7) New Business**
  
- 8) Adjourn**

**If you are unable to attend, please contact Gene Edwards, at 304-269-4836**

# **LEWIS COUNTY PARK BOARD OF DIRECTORS**

**Minutes of the Meeting of October 26, 2015**

**Present: Gene Edwards, President, Barbara Paugh, Vice President, Betty Hill, Treasurer, Shirley Taylor, Secretary, Alyce Henry, Richard Messenger, John Shaffer, Director and Tom Alkire.**

**The meeting was called to order by Gene Edwards. The minutes read and Alyce Henry made a motion to approve, seconded by Barbara Paugh, motion passed.**

**Betty Hill presented the Treasure's Report. Richard Messenger made a motion to accept the report, seconded by Josie Britton, motion passed.**

**John Shaffer reported that the rubber playground mat will be installed. At present, the installer has been delayed.**

**The County Commission decided that the pool will remain open until Labor Day. A large discussion followed. John Shaffer will continue as the Director. Tom Alkire reported that the exercise trail is completed. One piece of workout equipment is defective. It will be replaced. Tom also mentioned that heat tapes have been applied on the trailer hook ups. He also reported that the small tractor is wearing out. This will be checked out and repaired. Richard Messenger made a motion for Middle Town Tractor to pick up the tractor and make the necessary repairs. This motion was seconded by Barbara Paugh, motion passed.**

**John Shaffer reported that he has acquired a sound board for the stage. It needs insulation and dry wall. The electric needs to be moved.**

**The meeting was adjourned by Gene Edwards.**

**The next regular meeting will be February 22, 2016 at 6:00pm at the Courthouse.**

**Respectfully submitted by Shirley Taylor, Secretary**

# **LEWIS COUNTY PARK BOARD OF DIRECTORS**

**Minutes of the Special Meeting of November 9,2015**

**Present: Gene Edwards, Barbara Paugh, Vice President, Betty Hill, Treasurer, Shirley Taylor, Secretary, Agnes Queen, Josie Britton, Richard Messenger, Tracey Weber, John Shaffer, Director, Tom Alkire.**

**The grant was not approved for the stage.**

**The County Commissioners ruled that the pool would be open until Labor Day. There was a lengthy discussion about the Lifeguard shortage due to school being in session (Middle of August).**

**Agnes Queen stated that if the Board could not find Lifeguards, then the Commissioners would find them.**

**The Commissiners had decided that the Minature Golf Course will be the next project. A professional will come to advise on the project.**

**The Meeting was adjourned by Gene Edwards.**

**Respectfully submitted by , Shirley Taylor, Secretary.**

Lewis County Board of Parks  
Statement of Revenues and Expenditures  
For the Period  
July 01, 2016 thru June 30, 2017

Budget

Operating Revenues:

Pool revenue	\$ 40,000.00	
Slide revenue	14,000.00	
Swimming passes	4,000.00	
Swimming lessons	3,500.00	
Pool parties	7,000.00	
Shelters	10,000.00	
Snack bar	23,000.00	
Vending machines	4,000.00	
Golf	900.00	
Camping	15,000.00	
Lockers	50.00	
Chair rental	2,500.00	
Tennis	1,000.00	
Total Operating Revenues	124,950.00	124,950.00

NonOperating Revenues:

Hotel/Motel tax receipts	\$ 180,000.00	
Oil income	0.00	
Interest income	200.00	
Donations	0.00	
Total NonOperating Revenues	180,200.00	180,200.00
Total Revenues	305,150.00	305,150.00

Operating Expenses:

Salaries and benefits	\$ 162,000.00
Lifeguard certification	1,000.00
Utilities-water	12,000.00
-electric	18,000.00
-sewage	4,800.00
-gas	300.00
Telephone	1,700.00
Trash removal	3,500.00
Exterminating	600.00
Pool chemicals	12,000.00
Pool repairs	6,000.00
Equipment, capital improvements	30,000.00
Other repairs/maintenance	12,000.00
Contingency reserve	10,000.00
Recreational programs expense	500.00
Gasoline/diesel	1,800.00
Coke for vending machines	4,600.00
Trash liners/bath tissue	2,700.00
First aid supplies	800.00
Advertising	400.00

Lewis County Board of Parks  
Statement of Revenues and Expenditures  
For the Period  
July 01, 2016 thru June 30, 2017

Budget

Satellite radio service	300.00	
Uniforms	500.00	
Insurance bond	150.00	
Auditing	3,000.00	
Office expense	1,200.00	
Postage expense	300.00	
Snack bar purchases/supplies	13,000.00	
Health/pool permits/water tests	1,000.00	
Other supplies	800.00	
Miscellaneous	200.00	
Total operating expense		<u>305,150.00</u>
Excess of Revenues over Expenses	\$	<u><u>0.00</u></u>

Feb. 22, 2016

Betty L. Hill, Treasurer



---

**WEST FORK CONSERVATION DISTRICT**

87 Ollie Lane, Suite 104 - Mt. Clare, WV 26408 - Phone (304) 627-2160

February 3, 2016

Lewis County Commission  
PO Box 466  
Weston, WV 26452

To Whom it May Concern,

The West Fork Conservation District, Lewis County Commission and West Virginia Conservation Agency, sponsors of the Polk Creek Watershed Dams, have scheduled the annual operation and maintenance (OM&R) inspections. These will be held on Monday, Tuesday, and Wednesday April 11<sup>th</sup>, 12<sup>th</sup>, and 13<sup>th</sup>, 2016 beginning at 8:00 a.m. The inspection personnel will meet at the Pricetown VFD on U.S. Highway 33W at 8:00 a.m. on both the 11<sup>th</sup> and 12<sup>th</sup> to begin the inspection tour. On April 13<sup>th</sup>, the inspection personnel will meet at the Weston City building beginning at 8:00 a.m.

If you have comments, concerns or questions regarding the watershed dam on or near your property, you are welcome to join the inspection team. If you have any questions or would like to be included in the tour, please call our office at 304-627-2160.

Sincerely,

William Coffindaffer  
Chairman, West Fork Conservation District

WC/rw

**Company Name:**

BullsEye Telecom c/o Avalara, Inc. (FKA EZtax Services)  
8675 W. 96th Street  
Suite 220  
Overland Park, KS 66212-3382

**Acct / FEIN:** 383532242

**Phone #:** (913) 859-9674

**Fax #:** (913) 548-4210

**E911 Tax Remittance Form - Wireline**

**Lewis County Commission**

**110 Center Avenue**

**Weston, WV 26452**

**Reporting Period:** 01/01/16 - 01/31/16

**Return Due:** 03/01/16

<b>Number of Lines</b>	3
<b>Exempt Lines</b>	0
<b>Taxable Lines</b>	3
<b>Rate or Charge Per Line</b>	1.7500
<b>Gross Surcharge Amount</b>	5.25
<b>Administrative Fee Allowed</b>	0.00
<b>Credits</b>	0.00
<b>Penalty</b>	0.00
<b>Interest</b>	0.00
<b>Remittance</b>	5.25

**Signed:** Mark Randall

**Name & Title:** Mark Randall, Compliance Analyst

**Date:** 02/12/16

I hereby declare that all information provided herein is true, complete, and accurate to the best of my knowledge.

February 3, 2016

To: Lewis County Extension Service Committee

From: 

Bruce M. Loyd  
Extension Agent

We have set an Extension Service Committee meeting for Thursday, February 18, 2016, at 7:00 pm at the Lewis County Extension Office. At this meeting, we have the following major agenda items to complete.

- 1) Enter into a memorandum of understanding with WVU Extension Service for the employment of personnel.
- 2) Prepare a financial memorandum of agreement with the county commission and the county board of education for their support of Extension work.
- 3) Give guidance, counsel, and assistance in the development of the county Extension program.

We have a few new members to the committee, so allow me to remind you the membership of the committee, according to West Virginia State Code.

- 1) President of the county farm bureau (Bill McClain)
- 2) President of the county 4-H leaders (Stephanie Hawkins)
- 3) President of the county CEOS (Judy Smith)
- 4) A member of the county commission (Agnes Queen)
- 5) A member of the board of education (Robert Mitchell)
- 6) Three members appointed by the WVU Board of Governors  
(Lora Abruzzino, John R. Spiker, Jessica Groves)

Since we meet relatively infrequently, usually just once a year, this meeting is very important. I hope each of you can make it on February 18.

*Agenda  
Lewis County Extension Service Committee  
February 18, 2016*

*Call to Order*

*John R. Spiker*

*Introduction of New Members/Function of Committee*

*Minutes of February 2015 Meeting*

*Program Review and Update*

*Liz Post  
Bruce Loyd*

*Employment of Extension Personnel –  
Memorandum of Agreement*

*Bruce Loyd*

*Budgets*

*County Commission  
Board of Education*

*Bruce Loyd*

*Facility Update*

*Bruce Loyd/Liz Post/Agnes Queen*

*Election of Officers*

*-Chairman*

*Vice-Chairman*

*Adjourn*

Lewis County Extension Service Committee  
Minutes – February 19, 2015

Present: Denver Turner, Agnes Queen, Lora Cruz, Judy Smith, John R. Spiker, Jessica Groves, Mary Leshner, Liz Post, Bruce Loyd

The meeting was called to order at 7:00 pm by Chairman Lora Cruz.

New members to the committee were introduced.

Minutes of the February 25, 2014 meeting were approved as presented.

Bruce and Liz each gave reports on current programs and activities.

Bruce presented the Memorandum of Agreement from the University for the employment of Extension Agents Bruce Loyd and Liz Post, Nutrition Outreach Instructor Michelle Carpenter, Secretary/Administrative Assistants Cindy Allman and Annie Brown. Denver moved to approve the memorandum. Second by Jessica. Motion passed.

Bruce presented the proposed budget for the County Commission, which included a \$600/year increase for the full time secretary/administrative assistant positions. The part time summer student assistant was also increased from \$7.25/hour to \$8.00/hour, as that is the new minimum wage in 2015. It was moved by John to approve the proposed budget. Second by Jessica. Motion passed.

Bruce presented the proposed budget for the Board of Education and explained that it was contingent on the upcoming levy passing. It was moved by Judy to approve the proposed budget. Second by John. Motion passed.

Bruce/Liz/Agnes discussed the office situation. The upstairs meeting room and the storage/copy room are both currently under renovation. It is hoped they are finished by early March. Planned: Bathroom/Kitchenette, Heating/Cooling, exterior painting.

Lora was nominated for the position of Chairman. Agnes moved that nominations be closed. Second by Jessica. Motion passed.

John was nominated for vice-chairman. Agnes moved that nominations be closed. Second by Denver. Motion passed.

Meeting adjourned at 7:40 pm.  
Minutes recorded by Bruce Loyd

**ANNUAL MEMORANDUM OF AGREEMENT  
EMPLOYMENT OF EXTENSION PERSONNEL**

ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning July 1, 2016, for **Lewis County**, in accordance with the Code of West Virginia, Chapter 18, Article 5; Chapter 19, Article 8, amended and reenacted by the 1963 legislature; and Chapter 6, Article 9-A.

The Cooperative Extension Service of West Virginia University nominates the following person(s) for employment for the period July 1, 2016 through June 30, 2017.

\_\_\_\_\_  
Steve Bonanno  
Dean and Director, WVU Extension Service

\_\_\_\_\_  
County Program Coordinator

Name	Title
Bruce M. Loyd	Extension Agent
Elizabeth A. Post	Extension Agent
Michelle Carpenter	Nutrition Outreach Instructor
Cynthia D. Allman	Secretary/Administrative Assistant
Annie J. Brown	Secretary/Administrative Assistant

The County Extension Service Committee took the following action at an official meeting held February 18, 2016.

Name	Approval	Rejection
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Original: Extension Finance and Business  
Copies: Board of Education  
County Commission  
County Extension Service Committee

West Virginia University Extension Service is an Equal Opportunity Employer and applicants for employment are considered solely on the basis of individual qualifications and merit without regard to race, color, religion, sex, age, national origin, or qualified handicapped.

**BOARD OF EDUCATION ANNUAL MEMORANDUM OF AGREEMENT**

**WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE,  
AND THE COUNTY EXTENSION SERVICE COMMITTEE**

This is the ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning July 1, 2016, supplementing the cooperative agreement covering Cooperative Extension work in Lewis County, in accordance with the Code of West Virginia, 1931, Chapter 19, Article 8, as amended and reenacted by the 1963 legislature.

The Cooperative Extension Service of West Virginia University and the County Extension Service Committee recommends the following budget:

Category	Current Appropriation	Amount Requested	Amount Approved	In-Kind Supplemental Services Not Inclusive
<b>Salaries &amp; Fringe (County Employees)</b>				
Clerical				
Program Assistant				
<b>Contracted Services (WVU Employees)</b>				
Agent Salary	\$15,000.00	\$15,000.00	\$15,000.00	
Program Assistant				
Clerical				
<b>Capital Outlay &amp; Equipment</b>	\$3,500.00	\$3,500.00	\$3,500.00	
<b>Current Expenses</b>				
Travel	\$5,500.00	\$5,500.00	\$5,500.00	
Faculty/Staff Prof Development				
Office Supplies	\$4,000.00	\$4,000.00	\$4,000.00	
Postage				
Utilities				
Telephone				
Maintenance & Repair - Expenses	\$2,000.00	\$2,000.00	\$2,000.00	
Office Space & Equipment Rental				
Dues & Subscriptions				
<b>TOTALS</b>	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00

Recommended by the Cooperative Extension Service

By: \_\_\_\_\_  
County Program Coordinator

Approved by the following members of the County Extension Service Committee at a meeting held on February 18, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF EDUCATION APPROVAL**

Approved by the Board of Education of \_\_\_\_\_ County on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Original Copy: Extension Finance & Business  
2nd Copy: County Commission  
3rd Copy: County Extension Service Comm

\_\_\_\_\_  
President

**COUNTY COMMISSION ANNUAL MEMORANDUM OF AGREEMENT  
WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE,  
AND THE COUNTY EXTENSION SERVICE COMMITTEE**

This is the ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning July 1, 2016, supplementing the cooperative agreement covering Cooperative Extension work in Lewis County, in accordance with the Code of West Virginia, 1931, Chapter 19, Article 8, as amended and reenacted by the 1963 legislature.

The Cooperative Extension Service of West Virginia University and the County Extension Service Committee recommends the following budget:

Category	Current Appropriation	Amount Requested	Amount Approved	In-Kind Supplemental Services Not Inclusive
<b>Salaries &amp; Fringe (County Employees)</b>				
Clerical	\$70,634.95	\$72,088.75		
Program Assistant				
<b>Contracted Services (WVU Employees)</b>				
Agent Salary				
Program Assistant				
Clerical				
<b>Capital Outlay &amp; Equipment</b>				
<b>Current Expenses</b>				
Travel				
Faculty/Staff Prof Development				
Office Supplies				
Postage				
Utilities				
Telephone				
Maintenance & Repair - Expenses				
Office Space & Equipment Rental				
Dues & Subscriptions				
<b>TOTALS</b>	<b>\$70,634.95</b>	<b>\$72,088.75</b>	<b>\$0.00</b>	<b>\$0.00</b>

Recommended by the Cooperative Extension Service

By: \_\_\_\_\_  
County Program Coordinator

Approved by the following members of the County Extension Service Committee at a meeting held on February 18, 2016.

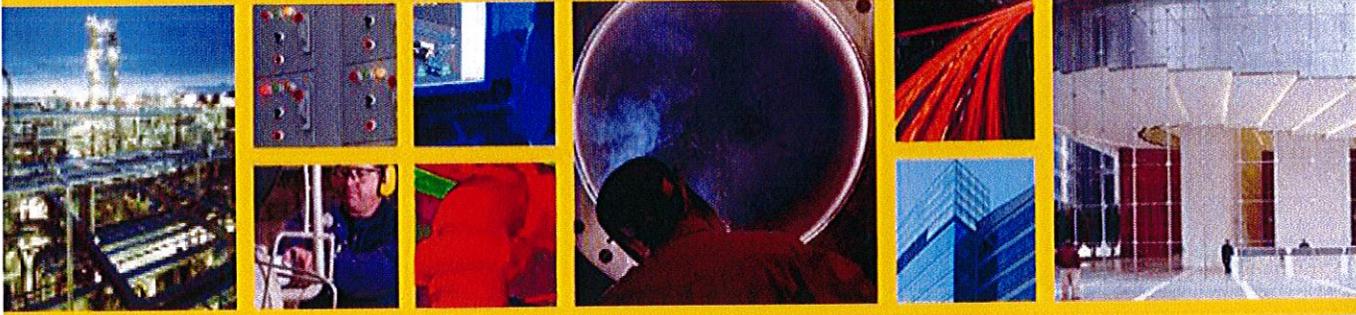
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY COMMISSION APPROVAL**

Approved by the County Commission of \_\_\_\_\_ County on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Original Copy: Extension Finance & Business  
2nd Copy: County Commission  
3rd Copy: County Extension Service Committee

\_\_\_\_\_  
President



## **HVAC Maintenance Proposal**

*Prepared for  
Lewis County Commission*



*Service Address:  
110 Center Avenue  
Weston, WV 26452*

*Prepared By: Brandi Hines*

*Proposal Date: 1/12/16*

This Maintenance Agreement is made by and between

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

and

**EMCOR Services Scalise Industries**  
 503 Morgantown Avenue  
 Suite 220  
 Fairmont, WV 26554  
 304-367-1612

**Schedules Incorporated by Reference:**

- ◆ Schedule I – Scope of Services
- ◆ Schedule II – Legal Terms and Conditions

**Pricing Summary:** Services will be performed as outlined herein for a contract costing in year:

- (1) **\$5,070**
- (2) **\$5,070**
- (3) **\$5,222**

This Agreement shall begin on March 1, 2016 (the "Effective Date"), unless checked and initialed below:

Month/Year

\_\_\_\_\_

Customer Initials

EMCOR Initials

The term of this Agreement shall be for a period of ONE (3) year from the Effective Date. This Agreement will automatically renew for one-year terms unless either party gives written notice of termination to the other party at least thirty (30) days prior to the commencement of a renewal term. Hourly rates may be increased on each anniversary date hereof. A signed Agreement must be returned to EMCOR by Customer within 30 days from the proposal date or the pricing herein will expire. Thank you for the opportunity to work with Lewis County Commission.

**Accepted and Agreed:**

**Lewis County Commission**

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EMCOR Services Scalise Industries**

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Schedule I – Scope of Services*

## Assessor's Office

### (2) City-Multi VRF

- ◆ Completed Bi-Annually
- ◆ Check Operation
- ◆ Check Belts, Alignment, Grease Bearings, and Drive Operation
- ◆ Check and Tighten Electrical Connections
- ◆ Check Filters
- ◆ Check and Clean Condensate Drains

## Annex Building

### (16) City-Multi VRF

- ◆ Completed Bi-Annually
- ◆ Check Operation
- ◆ Check Belts, Alignment, Grease Bearings, and Drive Operation
- ◆ Check and Tighten Electrical Connections
- ◆ Check Filters
- ◆ Check and Clean Condensate Drains

### (1) City-Multi VRF Condenser

- ◆ Completed Bi-Annually
- ◆ Check Operation
- ◆ Verify Control and Safeties are Operational
- ◆ Inspect Electrical Connections
- ◆ Check Filters
- ◆ Check Refrigerant Pressures
- ◆ Check for Refrigerant Leaks
- ◆ Clean Condenser Coils

### (1) Lossnay ERV

- ◆ Completed Bi-Annually
- ◆ Check Operation of Motors
- ◆ Check Belts, Alignment, Grease Bearings, and Drive Operation
- ◆ Check Filters
- ◆ Check and Clean Condensate Drains

## Tax Office

### (2) Condensers

- ◆ Completed Bi-Annually
- ◆ Check Operation
- ◆ Verify Control and Safeties are Operational
- ◆ Inspect Electrical Connections
- ◆ Check Filters
- ◆ Check Refrigerant Pressures
- ◆ Check for Refrigerant Leaks
- ◆ Clean Condenser Coils

### (1) Hot Water Boiler

- ◆ Completed Annually
- ◆ Perform Combustion Analysis
- ◆ Inspect Gas Piping For Leaks
- ◆ Inspect Heat Exchanger
- ◆ Inspect Electrical Connections and Control Safeties (Adjust as necessary)

### (1) Hot Water Pump

- ◆ Completed Annually
- ◆ Check Operation
- ◆ Grease Motor and Bearings
- ◆ Inspect Pump Couplings and/or Shaft Couplings
- ◆ Check for Water Leaks

### (1) Mitsubishi Ductless Split Systems

- ◆ Completed Bi-Annually
- ◆ Inspect, Calibrate, and Test Fuel Burners
- ◆ Check Operation of Ventilation
- ◆ Check for Leaks
- ◆ Check Filters
- ◆ Check Air Flow
- ◆ Clean Condensate Drains
- ◆ Check Operation of Dampers

## Extension Office

### (4) Condensers

- ◆ Completed Bi-Annually
- ◆ Check Operation
- ◆ Verify Control and Safeties are Operational
- ◆ Inspect Electrical Connections
- ◆ Check Filters
- ◆ Check Refrigerant Pressures
- ◆ Check for Refrigerant Leaks
- ◆ Clean Condenser Coils

### (1) Mitsubishi Ductless Split Systems

- ◆ Completed Bi-Annually
- ◆ Inspect, Calibrate, and Test Fuel Burners
- ◆ Check Operation of Ventilation
- ◆ Check for Leaks
- ◆ Check Filters
- ◆ Check Air Flow
- ◆ Clean Condensate Drains
- ◆ Check Operation of Dampers

## Magistrate

### (1) Hot Water Boiler

- ◆ Completed Annually
- ◆ Perform Combustion Analysis
- ◆ Inspect Gas Piping For Leaks
- ◆ Inspect Heat Exchanger
- ◆ Inspect Electrical Connections and Control Safeties (Adjust as necessary)

### (1) Hot Water Pump

- ◆ Completed Annually
- ◆ Check Operation
- ◆ Grease Motor and Bearings
- ◆ Inspect Pump Couplings and/or Shaft Couplings
- ◆ Check for Water Leaks

## Health Department

- (1)TRANE Split System**
- ◆ **Completed Bi-Annually**
- ◆ **Inspect, Calibrate, and Test Fuel Burners**
- ◆ **Check Operation of Ventilation**
- ◆ **Check for Leaks**
- ◆ **Check Filters**
- ◆ **Check Air Flow**
- ◆ **Clean Condensate Drains**
- ◆ **Check Operation of Dampers**

## Courthouse

- (1) Comfortmaker Split System**
- ◆ **Completed Bi-Annually**
- ◆ **Inspect, Calibrate, and Test Fuel Burners**
- ◆ **Check Operation of Ventilation**
- ◆ **Check for Leaks**
- ◆ **Check Filters**
- ◆ **Check Air Flow**
- ◆ **Clean Condensate Drains**
- ◆ **Check Operation of Dampers**

- (4 )Payne Split System**
- ◆ **Completed Bi-Annually**
- ◆ **Inspect, Calibrate, and Test Fuel Burners**
- ◆ **Check Operation of Ventilation**
- ◆ **Check for Leaks**
- ◆ **Check Filters**
- ◆ **Check Air Flow**
- ◆ **Clean Condensate Drains**
- ◆ **Check Operation of Dampers**

**NOTE: All Filters will be changed by customer and documented.**

**Boiler Critical Equipment:**

- ◆ **Heat Exchanger- Risk- Dirty boilers could cause a failure to the unit. Estimated replacement cost: \$10,000**

**Split Systems, Condensers, Air Handling Units, Liebert Unit Equipment:**

- ◆ **Fans- Risk- Dirty Condenser coils cause the fans to run at higher temperatures and could cause the unit to fail. Estimated Replacement cost per fan: \$2,500**

Note: Prices for Estimated Replacements are based on the tonnage of the equipment. The higher the tonnage, the more the replacements could cost. This is just an estimate.

Our **PLANNED MAINTENANCE AGREEMENT** is designed to provide the Customer with an ongoing, comprehensive maintenance program. The program will be initiated, scheduled, administered, monitored and updated by Scalise Industries. The service activities will be directed and schedule on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time and Scalise Industries own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

**SCALISE INDUSTRIES WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM (S) COMPRISED OF THE EQUIPMENT LISTED ON THE INVENTORY OF EQUIPMENT:**

**TEST AND INSPECT:** Job labor, travel labor and travel expenses required to visually **INSPECT** and **TEST** equipment to determine its operating condition and efficiency. Typical activities include:

- **TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- **INSPECTING** for worn, failed or doubtful parts, mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PLANNED MAINTENANCE:** Job labor, travel labor and travel expenses required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- **CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices, passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- **ALIGNING** belt drives; drive couplings; air fins, etc.
- **CALIBRATING** safety controls; temperature and pressure controls, etc.
- **TIGHTENING** electrical connections; mounting bolts; pipe clamps, refrigerant piping fittings; damper sections, etc.
- **ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- **LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- **ANALYSIS** of compressor oil; flue gas, etc.

## Schedule II - Legal Terms & Conditions

1. Contractor will provide the Services set forth on Schedule I (the "Equipment") at the sites set forth on Schedule III ("Sites").
  - 1.1. All Services provided under this Agreement will be performed during (7am-4pm) ("Normal Working Hours"), unless otherwise specifically provided for in this Agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in this agreement. Such amount(s) shall be invoiced by Contractor to Customer as set forth.
  - 2.1. In addition to the amount(s) set forth, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of the Services.
  - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
3. Customer agrees:
  - 3.1. To provide free access to all areas of the Site and to the Equipment in order to perform the Services;
  - 3.2. To allow Contractor to start and stop the Equipment as necessary to perform the Services; and
  - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the applicable Services were performed.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for indirect, consequential, special, exemplary or incidental damages under this Agreement, or the use/provision of the Services or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for direct damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of this Agreement for the Equipment with respect to which the claim is made; provided, that Contractor may at its sole election, restore, repair or replace the applicable Equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by events beyond the reasonable control of Contractor, including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements or forces of nature.
8. Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any Site for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a Site. If to the knowledge of Customer, hazardous materials are present in a Site, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with

hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a Site where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder. Contractor shall not be required to sign any waste manifests on behalf of Customer for wastes generated at a Site or by Owner.

9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.

**Parts and Equipment:** Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.

**Labor:** Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of Sixty (60) days after installation, provided that the material was furnished and installed by Contractor.

Contractor's labor for warranty purposes shall be provided during Normal Working. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.

10. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof
11. Either Customer or Contractor may terminate this Agreement for convenience with at least 60 days' prior written notice to the other party.
12. In the event that any modifications, replacements or repairs whatsoever are performed on the Equipment by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such Equipment .
13. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
14. Customer agrees:
  - 14.1. That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the Customer's attention, and;
  - 14.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the Customer that the system is operational or that the emergency has cleared.