

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, March 7, 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,
March 3, 2016. (action required)
b) Fiscal Year 2016-17 Certification of Lewis County Property Tax
Values. (information only)

APPOINTMENTS

- 3. 10:10 AM Karen Stickley, West Fork Conservation District**
RE: The Lewis County Commission is currently a sponsor for the Polk
Creek Watershed Flood Control Projects. Ms. Stickley will explain the
past and current benefits of these projects and request the Lewis
County Commission continue to be the project sponsor.
(action required)
- 4. 10:20 AM Joe Wagoner**
RE: Petition to close Warren Street in the TW Harrison Subdivision.
(action required)
- 5. 10:30 AM Cheyenne Walters, Director 26th Judicial Community Corrections**
RE: a) The Lewis County Commission will be presented with the 2015-16
Annual Report for the 26th Judicial Community Corrections program.
(information only)
b) Presentation of the Fiscal Year 2016-17 26th Judicial Community
Corrections Program grant application for approval by the Lewis
County Commission. (action required)
- 6. 10:45 AM Cynthia S. Rowan, Lewis County Clerk**
RE: The Lewis County Commission will sign the order moving voting
precincts 18 and 19 from the Broad Street Methodist Church to the
Lewis County Senior Center. (action required)

CORRESPONDENCE

7. **Upshur County Commission Meeting Agenda:** Upshur County Commission Meeting Agenda for Thursday, March 3, 2016. *(information only)*
8. **Lewis County Animal Control Monthly Report:** Report of activities by the Lewis County Animal Control Officer for the month of February, 2016 including: number of complaints, number of animals picked up, bounty collected and mileage driven. *(information only)*
9. **Star 2 Star Communications Monthly Emergency 911 Subscriber Fees:** January 2016 monthly Emergency 911 Subscriber fee remittance from Star 2 Star communications in the amount of \$1.75. *(information only)*
10. **Ring Central, Inc. Monthly Emergency 911 Subscriber Fees:** January 2016 monthly Emergency 911 Subscriber fee remittance from Ring Central, Inc. in the amount of \$21.00. *(information only)*

BUSINESS

11. **Board(s) and Committee(s) Reports:** Reports from Commissioners from any board(s) or Committee(s) meetings attended including: FEMA meeting, Weston Home Rule Public Meeting, WVU Presentation, AutoMark Maintenance. *(information only)*
12. **Resignation of Mary Hogan, County Surveyor:** Mary Hogan is retired from surveying and is no longer able to perform the duties of county surveyor. Acceptance of letter of resignation is to be considered. *(action required)*
13. **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. This item was tabled from the February 29, 2016 to allow the County Administrator to speak with the county electrician about doing this work in house. The electrician has indicated that would be possible. *(action required)*
14. **Request from the Lewis County Park Board for Shared Employee to Return to the Lewis County Park March 14, 2016:** The Lewis County Parks and Recreation Board requests Mr. Tom Alkire, shared maintenance employee be allowed to leave the courthouse and return to the park March 14, 2016 to assist with a power company project at the park. *(action required)*
15. **Request from the Lewis County Board of Health to Appoint Dan Hoover to Fill an Unexpired Term:** The Lewis County Board of Health requests Dan Hoover be appointed to fill the unexpired term of Pat VanKirk. Mr. Hoover qualifies by district and political party for the appointment. This term will expire June 30, 2016. *(action required)*
16. **Designate April 9, 2016 as Make It Shine Day in Lewis County:** County Commission will consider declaring Saturday, April 9, 2016 as Make It Shine Day in Lewis County. Clean up will be done at the Lewis County Park. *(action required)*
17. **Lewis County Economic Development Authority Report:** Report of activities of the Lewis County Economic Development Authority by Director Mike Herron. *(information only)*
18. **Timesheets and Leave Requests** *(action required)*
 - a) Lucinda A. Whetsell February Monthly Time Sheet
 - b) Michael Herron February Monthly Time Sheet

ACTIONS ORDERS AND PAYMENT OF EXPENDITURES:

19. **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, March 3, 2016. *(action required)*
20. **Presentation by County Clerk of the Orders of Prior Meeting(s) for consideration.** Draft copies will be available for review upon request Thursday, March 3, 2016. *(action required)*
21. **Expenses for the current period presented for consideration of payment.** Draft copies will be available for review upon request Thursday, March 3, 2016. *(action required)*

ADJOURNMENT:

22. **With no further action being required by the Lewis County Commission, the meeting will be adjourned.** *(action required)*

**LEWIS COUNTY COMMISSION
MEETING MANAGEMENT**

- Regular meeting agendas will be posted and available to the public before closure two (2) business days prior to the meeting date.
- Agenda matters to be reviewed and/or considered during the meeting are at the discretion of the Lewis County Commission.
- Appointments to speak with the county commission must be scheduled before 10 AM three (3) business days prior to the meeting. Appointments will be given 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.

2015

Lewis County Community
Corrections Year End Report

2015 Year End Community Corrections Report

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26th Judicial Circuit Community Corrections
Day Report Center

Upshur County
31 North Spring Street
Buckhannon, West Virginia 26201
Phone: (304) 472-9548
or (304) 472-0780
Fax: (304) 472-8735



Lewis County
111 Court Avenue
Weston, West Virginia 26452
Phone: (304) 269-8674
or (304) 269-9162
Fax: (304) 269-8693

February 19, 2016

Lewis County Commission
18 Garton Plaza
Weston, WV 26452

Commissioners,

For the year of 2015, the 26th Judicial Circuit Community Corrections Day Report Center saved a total of three million forty six thousand seven hundred seventy dollars and zero cents (\$3,046,770.00) between both Lewis and Upshur Counties in regional jail fees (based on a six month sentence which is average for our participants). A breakdown of the savings shows that Community Corrections saved Lewis County a total of one million nine hundred twenty thousand six hundred dollars and zero cents (1,920,600.00) and Upshur county a total of one million thirty eight thousand eight hundred seventy dollars (\$1,038,870.00). Lewis County had a total of 220 referrals and Upshur County had a total of 119 referrals for 2015. The program collected one hundred fifty two thousand five hundred fourteen dollars and six cents (\$152,514.06) in fees and reimbursements between both counties.

Respectfully submitted,

Cheyenne Walters
26th Judicial Circuit Community Corrections
Day Report Center
Program Director

2015 Upshur County Community Corrections Fees/Reimbursements Collected

January

1/6/15 \$1,178.00
1/12/15 \$2,879.00
1/15/15 \$4,707.00
1/20/15 \$1,610.00
1/21/15 \$10.00
1/26/15 \$1,819.00
TOTAL \$12,203.00

February

2/2/15 \$2,318.00
2/9/15 \$2,836.00
2/17/15 \$2,525.00
2/24/15 \$3,692.00
2/27/15 \$2,300.00
TOTAL \$13,671.00

March

3/2/15 \$1,954.00
3/3/15 \$40.00
3/9/15 \$2,002.00
3/16/15 \$2,908.00
3/23/15 \$2,967.00
3/24/15 \$10.00
3/30/15 \$3,958.00
TOTAL \$13,839.00

April

4/3/15 \$1,022.00
4/13/15 \$1,723.00
4/20/15 \$698.00
4/24/15 \$2,127.00
TOTAL \$5,570.00

May

5/4/15 \$1,048.00
5/5/15 \$3,065.00
5/11/15 \$53.00
5/12/15 \$420.00
5/15/15 \$5,027.00
5/26/15 \$1,721.00
TOTAL \$11,334.00

June

6/2/15 \$17.25
6/2/15 \$1,543.00
6/10/15 \$2,655.00
6/16/15 \$962.25
6/22/15 \$224.00
6/23/15 \$2,195.00
6/30/15 \$6,442.00
TOTAL \$14,038.50

July

7/7/15 \$1,695.75
7/13/15 \$582.00
7/14/15 \$2,420.00
7/21/15 \$3,734.00
7/28/15 \$1,220.00
TOTAL \$9,651.75

August

8/3/15 \$497.50
8/5/15 \$964.00
8/12/15 \$1,697.00
8/18/15 \$1,089.00
8/21/15 \$300.38
8/25/15 \$658.00
TOTAL \$5,205.88

September

9/1/15 \$426.00
9/8/15 \$1,213.00
9/10/15 \$350.00
9/16/15 \$1,002.00
9/21/15 \$2,098.00
9/22/15 \$1,656.00
9/28/15 \$5,590.00
9/30/15 \$924.00
TOTAL \$13,259.00

October

10/1/15 \$224.00
10/7/15 \$112.00
10/15/15 \$2,631.00
10/19/15 \$939.00
10/22/15 \$1,054.00
10/26/15 \$2,461.00
10/29/15 \$194.00
TOTAL \$7,615.00

November

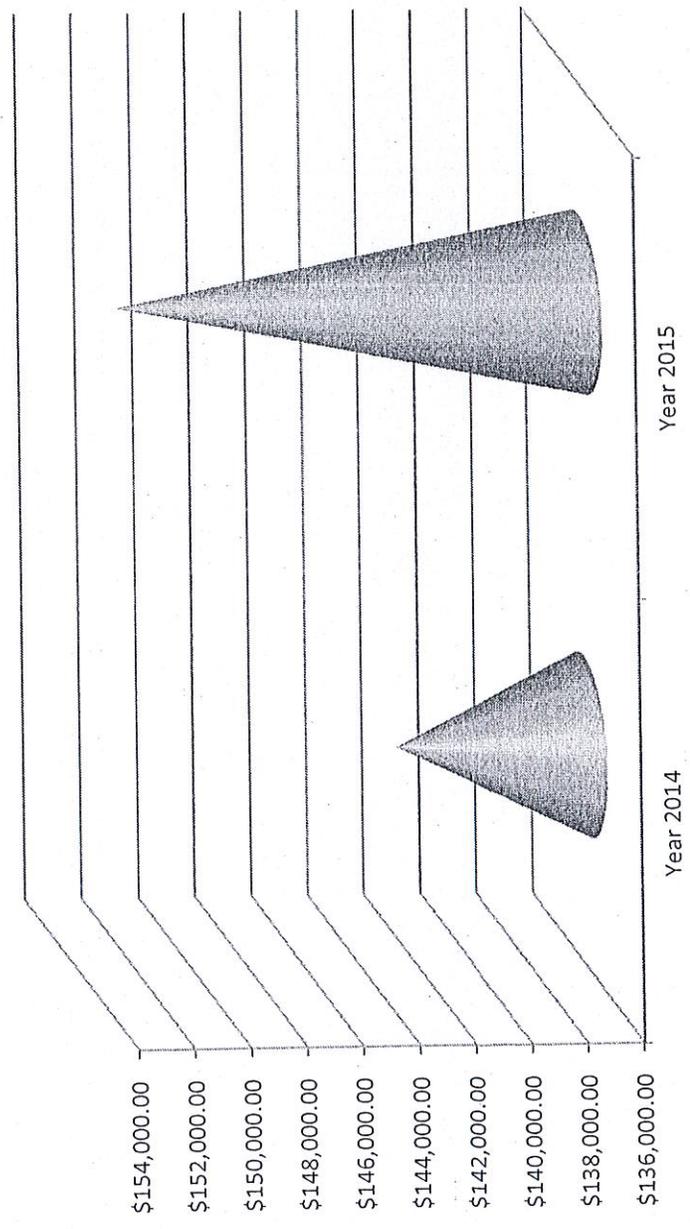
11/3/15 \$1,055.10
11/5/15 \$2,116.00
11/10/15 \$2,772.00
11/17/15 \$6,400.00
11/23/15 \$889.00
TOTAL \$13,232.10

December

12/1/15 \$2,193.65
12/3/15 \$20,403.50
12/4/15 \$71.00
12/8/15 \$805.00
12/14/15 \$514.00
12/15/15 \$338.30
12/18/15 \$1,843.00
12/22/15 \$5,319.00
12/23/15 \$175.00
12/28/15 \$1,232.88
TOTAL \$32,895.33

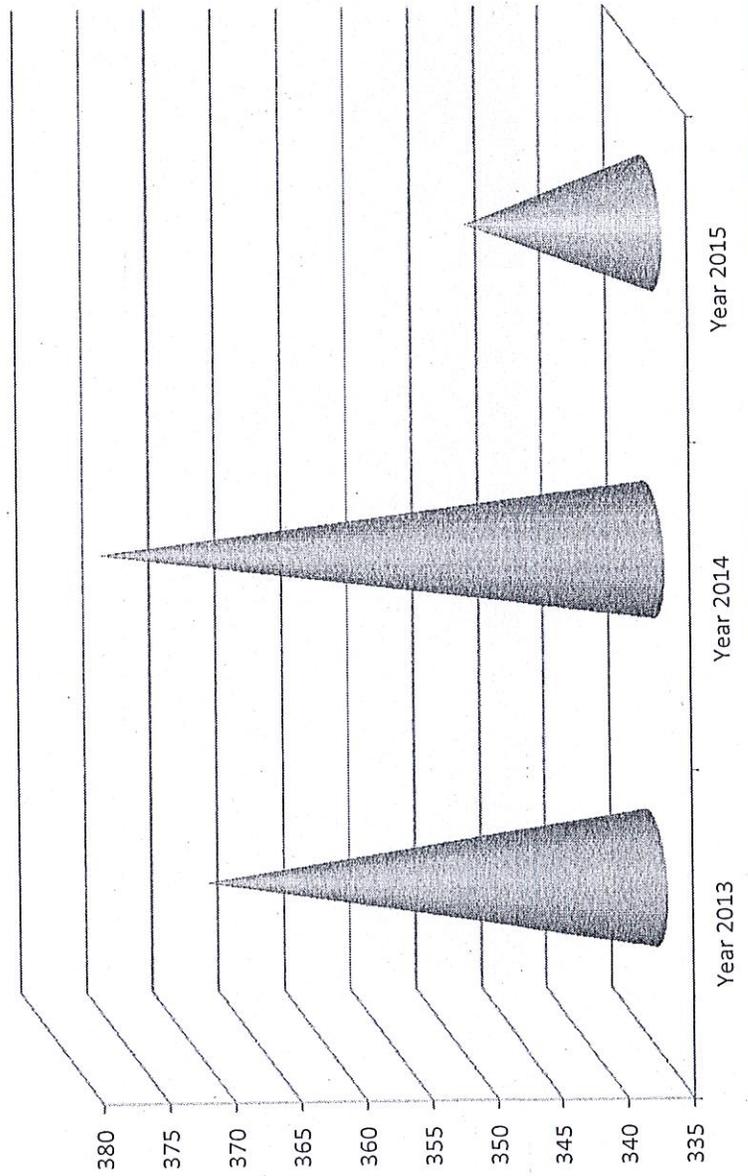
Total collected for year 2015: \$152,514.06

Lewis County Community Corrections Yearly Fee/Reimbursement Comparison



■ Lewis County Community Corrections Yearly Fee/Reimbursement Comparison

Community Corrections Yearly Client Comparison

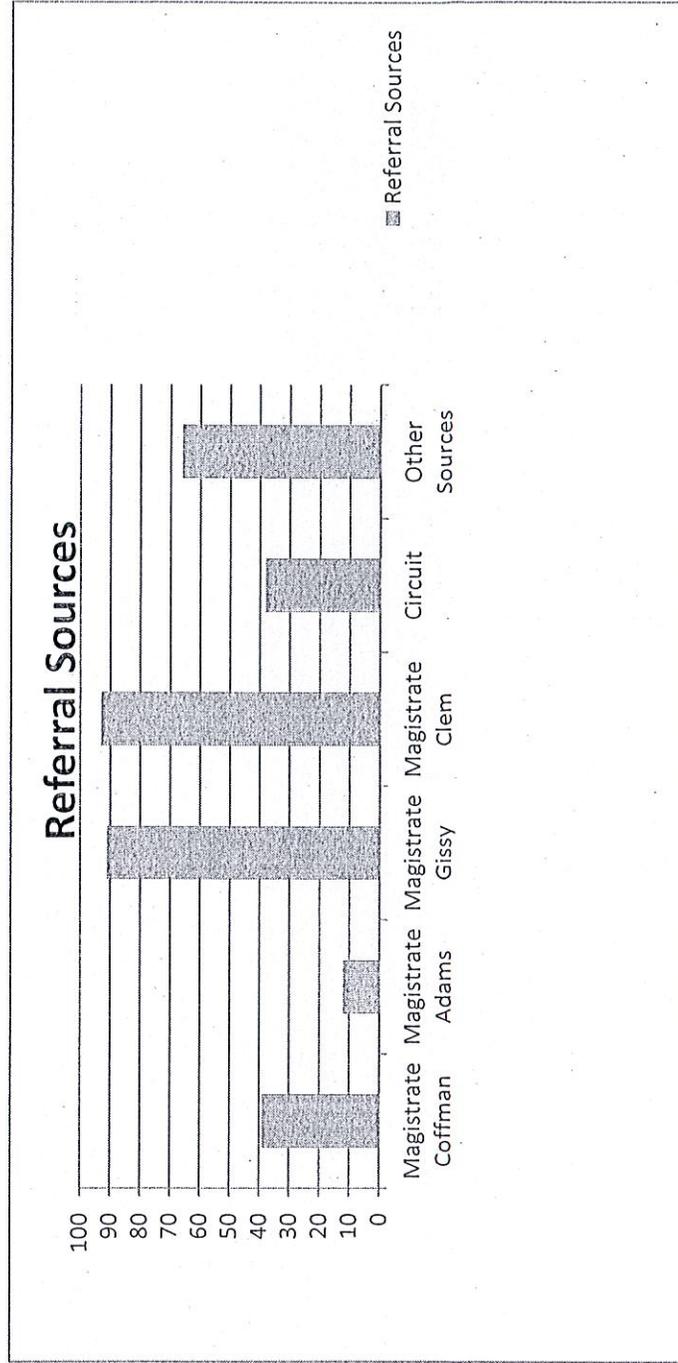


Community Corrections Yearly Client Comparison

2015 Community Corrections Referral Data

Referral Source	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Magistrate Coffman	4	6	5	2	3	2	3	2	3	3	2	4	39
Magistrate Adams	0	2	2	3	1	0	3	1	0	0	0	0	12
Magistrate Gissy	4	9	8	13	11	8	5	13	8	4	5	3	91
Magistrate Clem	6	15	3	10	4	11	7	5	10	4	10	8	93
Circuit	8	2	11	3	1	2	5	1	1	2	0	2	38
Other Sources	8	6	2	3	4	3	15	1	6	10	4	4	66
Totals	30	40	31	34	24	26	38	23	28	23	21	21	339

Totals	39
Magistrate Coffman	12
Magistrate Adams	91
Magistrate Gissy	93
Magistrate Clem	38
Other Sources	66
Upshur	119
Lewis	220



Upshur County Commission Agenda

Location of Meeting: Upshur County Courthouse Annex
Date of Meeting: March 3, 2016

9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
• February 25, 2016

9:15 a.m. Jan Cochran – Director LUACF- Discussion and approval of spay/neuter protocol and price increases

Items for Discussion / Action / Approval:

1. Approval of Revised Buckhannon–Upshur Parks and Recreation Pool hours and fees for 2016. The revised 2016 fee schedule adds the availability of a season pool pass at the cost of \$120 for an individual season pass, with additional season passes at the cost of \$30 each for immediate family members. The revised schedule also moves the date of the pool closing to August 6, 2016.
2. Correspondence from Alexander Brant Harris announcing his resignation as part-time Deputy Director of the Upshur County Office of Emergency Management, effective February 26, 2016.
Item may lead to Executive Session per WV Code §6-9A-4
(A) Matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee unless the public officer or employee or prospective public officer or employee requests an open meeting; or
3. Correspondence from James T. Farrell, Director of the Upshur County Office of Emergency Management, requesting employment of Kenneth Brian Shreves as part-time Deputy Director of the Upshur County Office of Emergency Management, effective March 6, 2016. Upon approval, Mr. Shreves would not work more than 19.5 hours per week at a pay wage rate of \$12.00 per hour.
4. 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 Glen B. Gainer III, WV State Auditor and Chief Inspector, including a copy of the audit report of the Upshur County Commission for the fiscal year ended June 30, 2014. This report is available for inspection in the office of the Upshur County Commission.
2. Correspondence from Glen M. Satterfield, President, Board of Directors North Central Regional EMS, Inc., extending gratitude for payment of the FY 16 Local Assessment to North Central Regional EMS, Inc. in the amount of \$1,212.70.

3. Memorandum from Kelly Workman, Manager, Project Development, WV Development Office, Community Development Division, in reference to Fiscal Year 2016 CDBG-Small Cities Block Grant Application and Guidelines
4. James W. Curry Public Library – February 23, 2016 Newsletter and March 2016 Calendar of Events
5. Upshur County Family Resource Network Newsletter – March 2016
6. Agendas and/or Notice of Meetings:
 - Lewis-Upshur Community Corrections Board - March 7, 2016
 - Elkins Road Public Service District -- March 1, 2016
7. Meeting Minutes:
 - Upshur County Family Resource Network - Director's Report - February 2016
 - Upshur County Family Resource Network - February 8, 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
 - 03/16/16 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
- 03/22/16 4:00 p.m. Upshur County Public Library Board
- 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. Budget Hearing Schedule

The Commission will hold budget hearings on the following dates. For a detailed list of meetings, please contact Carrie Wallace at clwallace@upshurcounty.org.

- Monday, March 14th beginning at 1:00 p.m.
- Tuesday, March 15th beginning at 9:00 a.m.
- Wednesday, March 16th beginning at 9:00 a.m.
- Thursday, March 17th beginning at 1:00 p.m.
- Friday, March 18th beginning at 9:00 a.m.

10. Appointments Needed or Upcoming:

- Upshur County Fire Board (Vacant Position – 6-30-16) --- 1st 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 10, 2016 --- 9:00 a.m.
 Upshur County Courthouse Annex

LEWIS COUNTY

ANIMAL CONTROL MONTHLY REPORT

MONTH February YEAR 2016

NUMBER OF COMPLAINTS 63

NUMBER DOGS PICKED UP 34

OTHER ANIMALS PICKED UP Donkeys + mini ponies 46

CATS PICKED UP 0

TOTAL NUMBER ANIMALS PICKED UP 80

CATS DROPPED OFF AT POUND _____

NUMBER OF CATS ADOPTED _____

NUMBER CATS RECLAIMED _____

NUMBER OF CATS EUTHANIZED _____

NUMBER OF DOGS RECLAIMED _____

NUMBER OF DOGS EUTHANIZED _____

NUMBER DOGS ADOPTED _____

BOUNTY MONEY \$ 17⁰⁰

MONEY FROM POUND CHECKS _____

MONEY FROM POUND CASH _____

TOTAL MONEY FROM POUND _____

Mileage Beg- 75988
End- 77684

1,696

LEWIS COUNTY COMMISSION VEHICLE LOG

DRIVER 165 /169

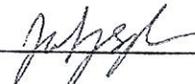
2012 ford F-250

MONTH/YEAR OF LOG February DEPT. ANIMAL CONTROL

DATE	BEGINNING MILEAGE	ENDING MILEAGE	TRAVEL DESCRIPTION
1	75988	76082	
2	76082	76126	
3	76126	76216	
4	76216	76298	
5	76298	76429	
6	0	0	
7	0	0	
8	76429	76487	
9	76487	76587	
10	76594	76689	
11	76689	76772	
12	0	0	
13	0	0	
14	0	0	
15	H	H	
16	76772	76830	
17	76830	76904	
18	76940	76997	
19	76997	77067	
20	77067	77111	
21	0	0	
22	77111	77179	
23	77179	77267	
24	77267	77372	
25	77472	77590	
26	77590	77605	
27	0	0	
28	0	0	
29	77605	77684	
30			
31			

LEWIS CO ANIMAL CONTROL

DATE	REASON FOR CHANGE	TIME
2-1-16	Dog Bite	1 hr
2-5-16	Finish calls	1 hr
2-9-16	Dog no shelter	1 1/2 hr
2-17-16	Dog Bite	1/2 hr
2-19-16	Horse Dryfork	3 1/2 hr
2-23-16	more Horse Dryfork	3 1/2 hr
2-24-16	Finish call / called out Dog Bite	3 hr
2-25-16	wreck 1-29 Dog	1 hr
2-26-16	Finish Paper work for PA	1 hr
- -		
- -		
- -		
- -		
- -		
- -		
- -		
- -		
- -		
- -		
- -		

EMPLOYEE'S SIGNATURE:  DATE: 3-1-16

SUPERVISOR'S SIGNATURE: _____ DATE: _____

DEPARTMENT HEAD SIGNATURE: _____ DATE: _____

Company Name:

Star2Star Communications, LLC c/o Avalara, Inc. (FKA EZtax Services)
8675 W. 96th Street
Suite 220
Overland Park, KS 66212-3382

Acct / FEIN: 202010569

Phone #: (913) 859-9674

Fax #: (913) 548-4210

E911 Tax Remittance Form

Lewis County Commission

110 Center Avenue

Weston, WV 26452

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

Return Due: 03/01/16

Number of Lines	1
Exempt Lines	0
Taxable Lines	1
Rate or Charge Per Line	1.7500
Gross Surcharge Amount	1.75
Administrative Fee Allowed	0.00
Credits	0.00
Penalty	0.00
Interest	0.00
Remittance	1.75

Signed: *David P. White*

Name & Title: David White, Tax Compliance Analyst

Date: 02/16/16

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

Company Name:

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

Acct / FEIN: 943322844

Phone #: (913) 859-9674

Fax #: (913) 548-4210

E911 Tax Remittance Form

Lewis County Commission

110 Center Avenue

Weston, WV 26452

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

Return Due: 03/01/16

Number of Lines	12
Exempt Lines	0
Taxable Lines	12
Rate or Charge Per Line	1.7500
Gross Surcharge Amount	21.00
Administrative Fee Allowed	0.00
Credits	0.00
Penalty	0.00
Interest	0.00
Remittance	21.00

Signed: *Mara Thornton*

Name & Title: Mara Thornton, Compliance Analyst

Date: 02/15/16

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

Subject: Re: Lewis County Safe Sites Meeting
From: GILBERTSON HOGAN ASSOCIATES (gha@westvirginia.com)
To: lccommission@yahoo.com;
Cc: mrhogan@westvirginia.com;
Date: Sunday, February 28, 2016 11:55 AM

I retired from Engineering and Land Surveying in Sept 2013. Without an active surveying license, which the current law requires, I believe it would be best for the county if I retire from my position as County Surveyor. Thank you for opportunity to serve the people of Lewis a County.

Mary R. Hogan

>



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

EMCOR Services Scalise Industries

Signature: _____

Signature: _____

Printed Name and Title: _____

Printed Name and Title: _____

Date: _____

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.

February 25, 2016

I am writing to the Commission to respectfully request that Tom Alkire be released from his duties at the Courthouse effective March 14, 2016.

Mon Power will be starting a rather large project at the Lewis County Park (which Mon Power pays for) and we need Tom to assist the park in this undertaking.

We also need Mr. Alkire to begin getting the park up and running again for the 2016 season.

The Park Board appreciates your past support on matter like this and we look forward to working closely with the Commission in the months to come.

Respectfully,

A handwritten signature in blue ink, appearing to read "Gene", with a large, sweeping flourish extending to the left.

Gene H. Edwards, Jr.
President
Lewis County Park Board